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

Closed Session - 5:45 p.m.
Study Session - 6:30 p.m.
General Session - 7:00 p.m.

Tuesday, April 16, 2024, 7:00 PM
COUNCIL CHAMBERS
1 Civic Center Circle
Brea, California 92821

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

**Cecilia Hupp,** Council Member **Marty Simonoff,** Council Member **Steven Vargas,** Council Member

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

## Procedures for Addressing the Council

The Council encourages interested people to address this legislative body by making a brief presentation on a public hearing item when the Mayor calls the item or address other items under Matters from the Audience. State law generally prohibits the City Council from responding to or acting upon matters not listed on this agenda.

The Council encourages free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of your entire group. Council rules prohibit clapping, booing or shouts of approval or disagreement from the audience. Please silence all cell phones and other electronic equipment while the Council is in session. Thank you.

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

## Special Accommodations

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

## Important Notice

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

## 1: CLOSED SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 5:45 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

1D. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(4) - Anticipated Litigation. Initiation of Litigation: 1 potential case.

## 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. Street Sweeping Program Enforcement

2E. Council Member Reports/Requests

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

3A. Call to Order/Roll Call

3B. Pledge of Allegiance

3C. Invocation

3D. Report - Prior Study Session

3E. Community Announcements

3F. Matters from the Audience

3G. Response to Public Inquiries

## 4: ADMINISTRATIVE ITEMS

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

4A. Street Sweeping Program Enforcement

— Receive and File.

## 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. April 2, 2024 City Council Regular Meeting Mintues

— 1. Approve.

5B. Amendment No. 1 to the Agreement for Control and Use of Funds of the Hillside Open Space Education Coalition (HOSEC)

— 1. Approve Amendment No. 1 to the 2004 Agreement for Control and Use of Funds to Support the Efforts of Hillside Open Space Education Coalition (HOSEC) to transfer administrative and fiscal duties from the City of Brea to the City of Whittier and make minor adjustments to HOSEC’s operational procedures.

— 2. Authorize City Manager, or his designee, to execute Amendment No. 1 and take all actions necessary to implement and administer the terms of the amendment. There is no fiscal impact to the General Fund.

5C. Award a Contract to Insight Analytics for Police Department's BSCC ORT Grant Evaluation Services

— 1. Award a contract to Insight Analytics (Cynthia Haebe, Sole Proprietor) with a not-to-exceed amount of $75,000 to provide Grant Evaluator services for the Police Department's BSCC ORT grant; and

— 2. Authorize the City Manager to execute the agreement. Because of the delay in hiring the Crime Analyst and IT Specialist, the Police Department will be able to transfer funds within the current operating budget, and the entire contract amount of $75,000 would be fully grant reimbursed through the Organized Retail Theft Grant Fund (234). No additional appropriation is needed.

5D. Annual Engineer's Report for Landscape and Lighting Maintenance Districts Nos. 1, 2, 3, 4, 5, 6 and 7

— 1. Receive and approve the Annual Engineer's Report for Landscape and Lighting Maintenance Districts Nos. 1, 2, 3, 4, 5, 6 and 7 and adopt Resolutions No. 2024-021 - 2024-027 to set a Public Hearing for each District on June 18, 2024, at 7:00 p.m. There is no fiscal impact to the General Fund.

5E. Resolution to Adopt Amended Executive Compensation Plan

— 1. Adopt Resolution No. 2024-028, approving a comprehensive Executive Compensation Plan in order to comply with CalPERS Reportable Compensation Regulations and superseding Resolution No. 92-124 and all 24 amendments effective the pay period that includes April 13, 2024. There is no fiscal impact to the General Fund.

5F. Ambulance Transport Billing Contract

— 1. Approve the professional service agreement with Wittman Enterprises, LLC for Ambulance Transport Billing Services;

— 2. Authorize the City Manager to execute the agreement; and

— 3. Amend the City’s Fiscal Year 2023-25 Operating Budget to appropriate $150,000 annually from the City’s Paramedic Services Fund (174) for Ambulance Billing Services.

5G. Monthly Report of Investments for the City of Brea for Period Ended March 31, 2024

— 1. Receive and file.

5H. March 29 and April 5, 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 March 31, 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: April 11, 2024*

# City of Brea

## City Council Regular Meeting Communication

**Street Sweeping Program Enforcement**

| Meeting | Agenda Group |
| --- | --- |
| Tuesday, April 16, 2024, 7:00 PM | STUDY SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 6:30 P.M. Item: 2D |

## RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared By: Matthew Cuevas, Senior Management Analyst

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

## Attachments

4.16.24 Brea Street Sweeping Program.pdf

# Street Sweeping Program Enforcement

City Council Study Session

# Overview

- Background
- Review of Prior Data
- Review Options
- Implementation/Outreach
- Recommendations

# Background

## March 4, 2019

- Pilot Program commenced
- Street sweep 2x month/no enforcement

## September 15, 2020

- Presented option to sweep alternate sides of street in certain areas
- CC directed staff to survey residents in affected areas

## April 6, 2021

- Survey results presented
- CC directed staff to continue observations & return after start of school to assess parking impacts

## October 19, 2021

- CC directed staff to terminate Pilot Program
- Continue sweeping 2x month/no enforcement
- Explore hiring new Parking Control Officer (PCO)

Today

# Data (Parked Cars)

| Original Pilot Term | Initial Extended Pilot Term | Continued Pilot Term | After School Resumed |
|---|---|---|---|
| March 2019 – March 2020 | April 2020 – September 2020 | October 2020 – September 2021 | August 2021 – September 2021 |
| • Avg. 265 daily<br>• Avg. 4,017 monthly | • Avg. 510 daily<br>• Avg. 7,751 monthly | • Avg. 425 daily<br>• Avg. 6,585 monthly | • Avg. 410 daily<br>• Avg. 6,176 monthly |

# Data (Complaints)

- Data from 2019 city-wide survey and complaints from 2019 to April 2021
  - 100 complaints received
    - 74% within first year (pre-COVID)
    - 46% enforcement only
    - 25% frequency only
    - 12% both enforcement & frequency
- 58% of all complaints mentioned enforcement
- From 2022 to present
  - Additional 20 complaints – enforcement & cleanliness
  - Weekly questions when enforcement will resume

# Recommended Option

- Continue street sweeping 2x month and begin conducting enforcement
  - Enforcement from 8:00 AM to 2:00 PM, Monday through Thursday
  - Estimated cost of $57,000 for part-time PCO & equipment
    - Revenues from citations may offset portion of cost
  - Enforcement commence upon hiring PCO
    - Internal PCO hire – July 2024 to September 2024; Enforcement October 2024
    - External PCO hire – October 2024 to December 2024; Enforcement January 2025

# Alternative Option

- Continue sweeping 2x a month without enforcement
  - Resident inquiries & complaints continue
  - Aesthetics & cleanliness, portions of street upswept due to parked vehicles

# Implementation/Outreach

- Letter to residents in advance of enforcement date
- Utility bill inserts
- Brea Line, website and social media
- Chamber announcements & all Commission/Committee meetings
- Community reader board
- Enforcement “grace period” for 3 months
  - Internal PCO hire – July 2024 to September 2024; Enforcement October 2024
  - External PCO hire – October 2024 to December 2024; Enforcement January 2025
  - Issue warnings during grace period.

# Recommended Action

- Continue current street sweeping schedule and begin enforcement
  - Enforcement date contingent on hiring of PCO
    - Internal PCO hire – July 2024 to September 2024; Enforcement October 2024
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# City of Brea

## City Council Regular Meeting Communication

**Street Sweeping Program Enforcement**

| Meeting | Agenda Group | |
|---|---|---|
| Tuesday, April 16, 2024, 7:00 PM | ADMINISTRATIVE ITEMS | Item: 4A |

| FROM |
|---|
| Bill Gallardo, City Manager |

## RECOMMENDATION

Review recommended and alternative options for street sweeping enforcement and provide direction.

## BACKGROUND/DISCUSSION

## COMMISSION/COMMITTEE RECOMMENDATION

## FISCAL IMPACT/SUMMARY

There is a potential fiscal impact to the General Fund depending on Council's direction.

## RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Matthew Cuevas, Senior Management Analyst

Concurrence: Michael Ho, Public Works Director

**Attachments**

4.16.24 Brea Street Sweeping Program.pdf

# Street Sweeping Program Enforcement

City Council Study Session

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# City of Brea

## City Council Regular Meeting Communication

**April 2, 2024 City Council Regular Meeting Mintues**

| Meeting | Agenda Group | |
|---|---|---|
| Tuesday, April 16, 2024, 7:00 PM | CONSENT CALENDAR | Item: 5A |

| FROM |
|---|
| Bill Gallardo, City Manager |

## RECOMMENDATION

Approve.

## BACKGROUND/DISCUSSION

## COMMISSION/COMMITTEE RECOMMENDATION

## FISCAL IMPACT/SUMMARY

## RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Lillian Harris-Neal, City Clerk

**Attachments**

04-02-2024 Draft Minutes.pdf

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

**Minutes for the City Council Regular Meeting**

1 Civic Center Circle, Brea, California 92821

April 2, 2024, 7:03 PM - April 2, 2024, 7:25 PM

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

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

**Absent:**

- **Marty Simonoff**, Council Member

## 1. CLOSED SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 6:15 P.M.

### 1A. CALL TO ORDER/ROLL CALL

Mayor Marick called the Closed Session to order at 6:15 p.m. All members were present, with Council Member Simonoff absent.

### 1B. PUBLIC COMMENT-

None.

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

### 1D. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8. Property: Railroad Corridor Between Palm Street and Berry Channel City of Brea Negotiator: Public Works Director Michael Ho Negotiating Party: Union Pacific Railroad Company Under Negotiation: Price and Terms of Payment-

Mayor Marick adjourned the Closed Session at 6:53 p.m.

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

### 2A. Call to Order/Roll Call

Mayor Marick called the General Session to order at 7:03 p.m., all members were present, with Council Member Simonoff absent.

### 2B. Pledge of Allegiance: Boy Scout Troop 707

Boy Scout Troop 707 led the Pledge of Allegiance.

**2C. Invocation: Pastor David Tebay, Calvary Community Church**

Pastor David Tebay, Calvary Community Church, delivered the Invocation.

**2D. Presentation: Business of the Quarter**

The City Council displayed a video presentation of the Business of the Quarter, recognizing Brea Auto Body.

**2E. Community Announcements**

Council Member Vargas announced that applications for the Volunteen Program are now open. The Volunteen program is for high school students entering the 9th through 11th grade, as of fall 2024. The application period closes on April 25th. To sign-up, please visit the City of Brea website.

Council Member Hupp announced that the City of Brea recently began its Focused General Plan Update including preparation of a new Brea Core Specific Plan. The first step in the process is to conduct robust community outreach activities, such as public workshops, pop-up events, online surveys, announcements, and Community Steering Committee meetings. The community is encouraged to participate in these events to share their thoughts and help guide the City to accurately reflect the vision of the entire community. To be considered for the Community Steering Committee, you must complete and submit an application by Tuesday, April 23rd at 5:00 p.m. For more information, please visit the City website.

Mayor Pro Tem Stewart announced that the City of Brea's Special Events Division will be hosting its annual Pet Expo on Saturday, April 6th from 9 a.m. to 3 p.m. at the Brea Community Center. There is a chance to adopt a new member to their family and there will be K-9 demonstrations by Brea Police Department and Anaheim Police Department. For more information, please visit the City website.

Mayor Marick invited residents to join the City of Brea to officially kick off the long-awaited Arovista Park Modernization project on Friday, April 19th at 3:00 p.m. at Arovista Park (across from the Brea Senior Center). The City is adding the first all-accessible playground in North Orange County which will provide an opportunity for children and adults of all ages and all abilities to have a safe space to play and enjoy the outdoors. Other amenities included in this phase are four new pickleball courts, upgraded basketball and volleyball courts, new restroom facilities, new outdoor events space, resurfaced parking lot and new EV Charging stations, and upgraded Tracks at Brea Trailhead. For more information, please visit the City website.

**2F. Matters from the Audience**

Craig Farris invited residents to the 100th anniversary baseball game on October 6th at the Brea Sports Park.

Alise Chu from the Brea Olinda High School Robotics Team noted that the team won a blue banner in the First Robotics Orange County Regional Competition and asked residents to donate funds to assist the team with accommodations to compete in the world championships in Houston Texas.

Sean Thomas urged Council to recognize Sister City Lagos de Moreno during Cinco de Mayo and he expressed concern about coyotes in the City.

Keith Fullington expressed concern about coyotes, stated that there is loss of businesses in the downtown area, and urged Council to have more City sponsored events in downtown Brea.

**2G. Response to Public Inquiries**

None.

## 3. CONSENT CALENDAR

**Motion was made by Council Member Hupp and seconded by Mayor Pro Tem Stewart to approve City Consent Items 3A - 3H. Motion passed 4-0-1, with Council Member Simonoff absent.**

**3A. March 19, 2024 City Council Regular Meeting Minutes**

The City Council approved the March 19, 2024 City Council Regular Meeting Minutes.

**3B. Second Reading and Adoption of 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"**

The City Council adopted 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."

**3C. Approve Agreement and Authorize City Manager to Execute Agreement with UniFirst Corporation to Provide Public Works Uniforms and Related Services.**

The City Council approved an agreement and authorized the City Manager to Execute Agreement with UniFirst Corporation an amount not-to-exceed $97,500 to Provide Public Works Uniforms and Related Services.

**3D. Resolutions Approving Executive Compensation Plan Amendments to Comply with CalPERS Reporting Requirements**

The City Council adopted Resolution No. 2024-018 and 2024-019 approving Amendment No. 23 and Amendment No. 24 to Executive Compensation Plan Resolution No. 92.124 approving changes to Executive Compensation Plan to Comply with CalPERS Reportable Compensation Requirements.

**3E. Award Annual Pavement Striping Maintenance Contract to Orange County Striping Services, Inc,**

The City Council awarded Annual Pavement Striping Maintenance Contract in the amount of $209,248.80 to Orange County Striping Services, Inc., and authorized the City Manager to execute the Agreement

**3F. Resolution Updating Authorizing Bank Signers and Certain Payment Processes**

The City Council adopted Resolution No. 2024-020 updating the designated Banking Administrator for the City Operating and Successor Agency bank accounts, authorizing additional bank signer and updating certain payment processes.

**3G. Accept a $132,861 California Department of Resources Recycling and Recovery (CalRecycle) Senate Bill 1383 Local Assistance Grant**

The City Council accepted a California Department of Resources Recycling and Recovery (CalRecycle) Senate Bill 1383 Local Assistance Grant, in the amount of $132,861, for the two-year grant period beginning April 1, 2024 and ending April 1, 2026.

**3H. Outgoing Payment Log and March 15 and 22, 2024 City Disbursement Registers**

The City Council received and filed the Outgoing Payment Log and March 15 and 22, 2024 City Disbursement Registers.

## 4. ADMINISTRATIVE ANNOUNCEMENTS

**4A. City Manager**-

None.

**4B. City Attorney**-

None.

**4C. Council Requests**-

None.

## 5. COUNCIL ANNOUNCEMENTS

**5A. Council Announcements**

None.

## 6. ADJOURNMENT

**6A. Meeting Adjournment**

Mayor Marick adjourned the General Session at 7:25 p.m.

# City of Brea

## City Council Regular Meeting Communication

**Amendment No. 1 to the Agreement for Control and Use of Funds of the Hillside Open Space Education Coalition (HOSEC)**

| Meeting | Agenda Group |
|---|---|
| Tuesday, April 16, 2024, 7:00 PM | CONSENT CALENDAR Item: 5B |

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

## RECOMMENDATION

Staff recommends that the City Council take the following actions:

1) Approve Amendment No. 1 to the 2004 Agreement for Control and Use of Funds to Support the Efforts of Hillside Open Space Education Coalition (HOSEC) to transfer administrative and fiscal duties from the City of Brea to the City of Whittier and make minor adjustments to HOSEC's operational procedures.

2) Authorize City Manager, or his designee, to execute Amendment No. 1 and take all actions necessary to implement and administer the terms of the amendment.

## BACKGROUND/DISCUSSION

On February 11, 2004, the City of Brea, the City of La Habra, the City of La Habra Heights, the Hacienda Heights Improvement Association, the Community Association of Rowland Heights, and the City of Whittier met to establish the Hillside Open Space Education Coalition (HOSEC) in response to proposed development in the hillside area surrounding the collective jurisdictions.

On March 15, 2004, HOSEC was established as a multi-agency association through an agreement, committing the City of Brea as responsible for its administrative and fiscal duties. All participating jurisdictions contributed funds for their contribution to the coalition as follows: City of Brea $250,000; City of La Habra $100,000; City of Whittier $100,000; City of La Habra Heights $50,000; Hacienda Heights Improvement Association $1,000, and Community Association of Rowland Heights $1,000. The funds were appropriated to the Hillside Open Space Education Fund (865) within the City of Brea's financial reporting system. HOSEC funds are reserved for their educational efforts to inform the public of land acquisition for open space and potential developments in hillside areas of concern to HOSEC members. According to the agreement, there are no further funds that need to be deposited into the Hillside Open Space Education Fund (865).

On February 21, 2024, HOSEC proposed Amendment No. 1 to transfer administrative and fiscal duties from the City of Brea to the City of Whittier and to also make minor operational adjustments. Under the new amendment, the City of Brea remains a participating agency, but the City of Whittier assumes all administrative and fiscal duties.

## FISCAL IMPACT/SUMMARY

There is no fiscal impact to the General Fund.

## RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Joselyn Magaña, Management Analyst
Concurrence: Jason Killebrew, Community Development Director

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**Attachments**

Amendment No. 1 to HOSEC Agreement.pdf

**AMENDMENT NO. 1 TO**
**AGREEMENT FOR CONTROL AND USE OF**
**FUNDS TO SUPPORT THE EFFORTS OF THE**
**HILLSIDE OPEN SPACE EDUCATION COALITION**

This Amendment No. 1 ("First Amendment") to the 2004 Agreement for Control and Use of Funds to Support the Efforts of Hillside Open Space Education Coalition ("Agreement") executed by the City of Brea, City of La Habra, City of La Habra Heights, City of Whittier, Community Association of Rowland Heights (now called Rowland Heights Community Coordinating Council), and Hacienda Heights Improvement Association (each a "Founder" and collectively the "Founders") is dated February 21, 2024 for reference purposes.

**A. Recitals.**

(i) The Founders have joined together as an association commonly referred to as the Hillside Open Space Education Coalition ("HOSEC") to educate the public concerning potential land acquisition for open space and potential developments in hillside areas of concern.

(ii) The Founders executed the Agreement to memorialize their funding contributions to HOSEC and to provide for the City of Brea's management of HOSEC's funds.

(iii) The Founders desire to amend the Agreement to: (i) memorialize operational procedures for HOSEC; and (ii) transfer responsibility for administrative and fiscal duties for HOSEC from the City of Brea to the City of Whittier.

NOW, THEREFORE, the Founders agree as follows:

**B. Agreement.**

1. Operational Procedures.

A. HOSEC shall continue to operate through a Steering Committee and an Executive Committee. Steering Committee and Executive Committee meetings shall be held at Whittier City Hall and shall be conducted in compliance with the Ralph M. Brown Act (Government Code Section 54950 et seq.).

B. The Steering Committee is the decision making body for HOSEC. Each Founder may appoint one primary representative to the Steering Committee and may designate an alternate representative who may act on its behalf in the absence of its primary representative. Each year the Steering Committee shall have one regular meeting at 4:00 p.m. on the 3rd Wednesday of February. The Steering Committee shall hold special meetings as necessary.

C. The Executive Committee is responsible for identifying agenda items for the Steering Committee and for overseeing implementation of Steering Committee decisions. Each Founder shall appoint one representative to the Executive Committee. Each year the Executive Committee shall have one regular meeting at 3:00 p.m. on the 1st Wednesday of February. The Executive Committee shall hold special meetings as necessary.

2. Administrative Duties. The City of Whittier shall be responsible for preparation and posting of meeting agendas, drafting of correspondence, and performance of other administrative duties for HOSEC.

3. Fiscal Duties. All funds committed to HOSEC shall be managed by the City of Whittier in accordance with the financial reporting management plan set forth in the attached Exhibit A, which is incorporated into the Agreement by reference.

4. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Dated: _____

CITY OF BREA

By: _____
Bill Gallardo
City Manager

Dated: _____

CITY OF LA HABRA

By: _____
Jim Sadro
City Manager

Dated: _____

CITY OF LA HABRA HEIGHTS

By: _____
Fabiola Huerta
City Manager / City Clerk

Dated: _____

CITY OF WHITTIER

By: _____
Brian Saeki
City Manager

Dated: _____

ROWLAND HEIGHTS COMMUNITY COORDINATING COUNCIL

By: _____

Dated: _____

HACIENDA HEIGHTS IMPROVEMENT ASSOCIATION

By: _____
Phyllis Rokus
President

**EXHIBIT A**
**Hillside Open Space Education Coalition**
**City of Whittier Financial Reporting Management Plan**

The City of Whittier will establish a "Coalition Fund" to receive and manage HOSEC funds titled [HOSEC Coalition. Coalition Funds are not a part of the City of Whittier's General Fund and are generally referred to as custodial or trust accounts.

Accounting

The Fund will:

- Account for Revenues
- Account for Expenditures
- Allocate interest earnings monthly to HOSEC Coalition and apply based on the fund's month-end cash balance as a percentage of all other funds month-end cash balances.
- Hold interest earnings within the fund, which earnings shall not be expended or disbursed without prior approval of the Steering Committee of the Hillside Open Space Education Coalition

Billing to Coalition

All cities have been be billed for the full amount of their contribution to the Coalition as follows; City of Brea $250,000, City of La Habra $100,000, City of Whittier $100,000, City of Habra Heights $50,000. No further contribution will be required.

Accounts Payable

Payment of invoices will require two Steering Committee member signatures for approval, with no more than one signature from any one of the four agencies. (City of Brea, City of La Habra, City of La Habra Heights or City of Whittier)

Financial Records

The City of Whittier will maintain financial records, including fiscal and internal controls in accordance with generally accepted accounting principles. All information regarding the revenue collection or expenditure of funds is available for review by members of HOSEC. The City of Whittier contact person for such matters is:

[Yung Dang, Senior Accountant and/or Sai Kim, Accounting Manager]

# City of Brea

## City Council Regular Meeting Communication

**Award a Contract to Insight Analytics for Police Department's BSCC ORT Grant Evaluation Services**

| Meeting | Agenda Group |
|---|---|
| Tuesday, April 16, 2024, 7:00 PM | CONSENT CALENDAR Item: 5C |

| TO | FROM |
|---|---|
| Honorable Mayor and City Council Members | Christopher Harvey, Police Lieutenant |

## RECOMMENDATION

- Award a contract to Insight Analytics (Cynthia Haebe, Sole Proprietor) with a not-to-exceed amount of $75,000 to provide Grant Evaluator services for the Police Department's BSCC ORT grant; and
- Authorize the City Manager to execute the agreement.

## BACKGROUND/DISCUSSION

In October 2023, the Police Department received a grant for organized retail theft (ORT) prevention from the California Board of State and Community Corrections (BSCC). As part of the ORT grant, the Police Department is required to provide various progress reports to the BSCC. The progress reports include a Local Evaluation Plan (LEP) at the start of the grant, Quarterly Progress Reports (QPRs), and a Local Evaluation Report (LER) at the end of the grant. The Police Department was required to budget $75,000 as part of the grant to be spent on data collection and analysis.

The grant funded three positions, including a full time Crime Analyst. The Police Department budgeted the $75,000 into the Crime Analyst position’s salary to handle the reporting requirements - QPR, LEP, and LER. Currently, the Police Department is in the recruitment process for both the Crime Analyst and IT Specialist position which started after the award of the grant funds. Unfortunately, the recruitment process is taking longer than anticipated as there are multiple Citywide job recruitments underway.

Since the department does not currently have the Crime Analyst position to assist with grant reporting requirements, the department evaluated the option of creating the LEP internally. Staff attended training and researched relative grant material provided by BSCC, but soon realized it was beyond the department’s capacity; both because of the time it required and the specialization of a couple of the LEP sections.

As an alternative, the Police Department began searching for a specialist (a Grant Evaluator) to complete this effort, and received three informal proposals – one for $75,000 (Insight Analytics), one for $106,000 (EvalCorp), and one for $266,912 (Cal State Fullerton Office of Grants and Contracts). The Police Department contacted Insight Analytics and Cal State Fullerton to inquire about these services because of services each has given to the City of Brea, and because of their experience with BSCC grants. Each of the proposals included completion of the LEP, consultation on the QPRs, and completion of the LER at the end of the grant. The Cal State Fullerton proposal also included a number of academic research activities that went well beyond the requirements of the grant.

Because of the time constraints, Police Department staff would like to waive the formal bidding requirements and enter into a contract with Insight Analytics for a not-to-exceed amount of $75,000. Aside from being the lowest priced informal proposal, Insight Analytics already works as a contracted Crime Analyst for some specific Police Department projects, has extensive experience in similar grant management with other police agencies, and already has remote access to Police Department databases that would be required for ongoing grant reporting.

Insight Analytics has also proposed, as part of the agreement, to create a dashboard to automate tracking and collection of statistics related to grant reporting. These automations could be used well beyond the grant period to measure the ongoing effectiveness of the Integrated Crime Center. These services were not included as part of the other two informal proposals.

If approved, Insight Analytics would be able to complete the LEP well ahead of the May 13, 2024 due date.

The BSCC has approved the Brea Police Department's request to modify our grant award to accommodate this change.

## COMMISSION/COMMITTEE RECOMMENDATION

This Staff Report was reviewed by the Finance Committee on April 9, 2024 and recommended for approval.

## SUMMARY/FISCAL IMPACT

Because of the delay in hiring the Crime Analyst and IT Specialist, the Police Department will be able to transfer funds within the current operating budget, and the entire contract amount of $75,000 would be fully grant reimbursed through the Organized Retail Theft Grant Fund (234). No additional appropriation is needed.

## RESPECTFULLY SUBMITTED

William Gallardo, City Manager
Prepared by: Lieutenant Christopher Harvey
Concurrence: Adam Hawley, Chief of Police

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**Attachments**

Cover BSCC BPD HAEBE.pdf

BREA PD ORT DATA COLLECTION_ANALYSIS_REPORTING_HAEBE.pdf

Draft Agreement_Cynthia Haebe (1).pdf

Insight Analytics ID
Cynthia Haebe
1201 E. Shenandoah Court – Boise, Idaho 83712
CynthiaHaebe22@gmail.com – 208.912.4798

March 28, 2024

City of Brea Police Department
1 Civic Center Circle
Brea, CA 92821

Dear City of Brea,

I am pleased to submit a proposal offering data collection, analysis, and grant reporting services to support the City of Brea Police Department's initiatives against Organized Retail Theft (ORT), motor vehicle theft, theft of vehicle parts, and cargo theft, all through the innovative use of high-technology tools. With nearly three decades of experience managing federal grants, over twenty years managing state grants, and a proven track record in successfully writing, submitting, and procuring grants, I am eager to apply my expertise in assistance to the department. My role will entail the collection and analysis of data pertinent to the department's prevention efforts, facilitating a comprehensive understanding and improved decision-making as the grant period progresses. Additionally, I will ensure the creation and submission of all necessary reports comply with BSCC Guidelines.

My proposal outlines a comprehensive approach to addressing the challenges and requirements of the ORT Prevention Grant Program, drawing on my extensive expertise in the following areas:

**Experience with the Department's Records Management System:** My direct experience in utilizing the department's records management system enables me to efficiently manage and accurately report data, a crucial aspect of the program's success.

**Expertise in SAP Crystal Reports:** I possess advanced skills in SAP Crystal Reports, essential for extracting, creating, managing, and delivering reports. This expertise is vital for the detailed analysis and evaluation required by the program.

**Utilization of Custom Dashboards:** I plan to leverage custom dashboards to expedite data analysis and enhance decision-making processes. My track record includes creating multiple interactive dashboards for surrounding agencies, including Brea, which have been instrumental in streamlining data visualization and analysis. This approach will ensure timely and effective program management and outcomes.

**Focused Analysis on Organized Retail Theft: My** background as a crime analyst, specifically addressing organized retail theft in Brea, equips me with a nuanced understanding of ORT cases.

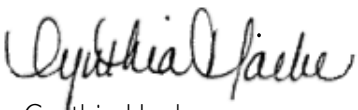
This experience is invaluable for developing measurement tools for evaluating prevention and intervention strategies.

**Deep Understanding of the Brea Community**: Having dedicated over 10 years to working within the Brea community, I offer a unique perspective on its local culture and dynamics. This deep understanding is crucial for crafting tools that accurately assess the effectiveness of ORT prevention efforts, ensuring they align with community values and thus significantly enhance the program's impact.

By incorporating these elements, I am confident in my ability to offer a unique and effective solution that will not only meet the demands of the ORT Prevention Grant Program but also exceed its objectives, contributing significantly to the safety and well-being of the Brea community.

I look forward to the opportunity to discuss this proposal in greater detail and explore how we can collaborate effectively. Thank you for considering my submission; I am genuinely excited about the prospect of contributing to the City of Brea Police Department's critical efforts.

Thank you,



Cynthia Haebe
Insight Analytics ID

# Proposal for Comprehensive Data Collection, Analysis, and Reporting Services: The Brea Organized Retail Theft Prevention Project

**Service Provider:** Cynthia Haebe, Insight Analytics UEI (Sam.gov) **DRXLP89ASPK8**
**Project Duration:** October 1, 2023 – December 31, 2026
**Funding Duration:** April 2024 – June 2027

## Executive Summary

This proposal outlines the services offered by Insight Analytics to support the Brea Organized Retail Theft Prevention Project. Under the expertise of Cynthia Haebe, we propose a suite of services including the development of a Local Evaluation Plan (LEP), comprehensive data collection and management, Quarterly Progress Reports (QPR), and a final Local Evaluation Report (LER). Our approach is designed to ensure the project's success through meticulous data analysis and reporting.

## Introduction

Insight Analytics brings over thirty years of crime analysis, grant management, and a deep familiarity with advanced reporting systems like Spillman and SAP Crystal Reports. Our services are tailored to enhance the project's data collection, analysis, and reporting capabilities, contributing significantly to its objectives.

## Project Understanding

Insight Analytics recognizes the critical need for detailed data analysis and strategic evaluation to address organized retail theft. Our proposal is designed to meet the Brea project's specific requirements, leveraging our extensive experience to deliver high-quality, actionable insights.

## Deliverables

**Local Evaluation Plan (LEP) Development:** Creation of a detailed LEP to guide the project's evaluation strategy, ensuring a systematic approach to monitoring and assessing the project's impact and effectiveness. The LEP will include but not be limited to the following components:

1. **Project Background:** A comprehensive overview detailing the need for the project, historical context within the community, a description of proposed activities and services, and a comparison with similar regional efforts. This section will:
    - Define the target area/population, including demographics and risk factors.
    - Establish criteria for participant eligibility and the process for service/intervention determination.

        - Outline coordination or collaboration processes with other entities, such as law enforcement, community organizations, and retailers.
    2. **Process Evaluation Method and Design:** This segment will lay out the plan for documenting the project's implementation, tracking progress, and assessing the fidelity of the interventions. Key elements include:
        - A description of the research design for the process evaluation.
        - Documentation strategies for activities and services provided.
        - Methods for tracking participant and activity progress, including baseline and change over time.
        - Identification of process variables, their measurement tools, data collection sources, and the frequency of data collection.
    3. **Outcome Evaluation Method and Design:** An outline of the approach for determining the project's success in achieving its desired impacts, with a focus on measurable outcomes. This section will cover:
        - The research design for outcome evaluation, possibly including pre-/post-tests, mixed methods, or comparison groups.
        - A detailed set of evaluation questions that align with the project's goals and objectives.
        - Definitions of outcome variables, measurement tools, data sources, and data collection timing.
    4. **Project Logic Model:** Development of a visual representation illustrating the logical relationships between project inputs, activities, outputs, outcomes, and impacts. This model will serve as a blueprint for the evaluation process, ensuring alignment between project resources and objectives.
- **Data Collection and Management Services:** A comprehensive approach to ensure accurate data capture and analysis, including staff training, standardized procedures, and interactive dashboard development.

- **Quarterly Progress Reports (QPR):** Regular, detailed reports documenting the project's progress, challenges, and achievements.

**Local Evaluation Report (LER) Development:** Compilation of a comprehensive LER based on the original LEP, documenting the project's success in achieving its goals and objectives. The LER will encapsulate the following key components:

1. **Executive Summary:** A concise overview presenting the project's purpose, achievements, key findings, and conclusions, including:
    - Summary of project goals and the extent to which they were achieved.
    - Key project accomplishments and strategic outcomes.
    - Conclusive remarks on the project's impact and effectiveness.
2. **Project Background:** Detailed context for the project, providing essential background information and the foundation for the project's initiatives. This section will cover:
    - Historical context and necessity of the project within the community.

- Definition of the target population, including demographics and risk factors.
- Outline of project goals and specific, measurable objectives as identified in the Project Work Plan.

3. **Process Evaluation Method and Design:** An in-depth account of the methodology employed for process evaluation, detailing:
    - The research design and documentation strategies for project activities and services.
    - Mechanisms for tracking participant progress and activity achievements.
    - Comprehensive definitions and measurements of process variables.
4. **Outcome Evaluation Method and Design:** Elaboration on the strategy and findings of the outcome evaluation, including:
    - The research design and evaluation questions that guided the outcome assessment.
    - Detailed description of outcome variables, measurement tools, and data sources.
    - Analysis techniques utilized for both quantitative and qualitative data.
5. **Evaluation Results:** A section dedicated to presenting the results of the project evaluation, comprising:
    - Data and insights from the process evaluation, including any adjustments made to the project.
    - A tally of activities/services provided and their respective outcomes.
    - Assessment of progress towards the project's goals and objectives, including factors that influenced outcomes.
6. **Discussion of Results:** An evaluative discussion on the effectiveness of the project's strategies and recommendations for future projects. This will include:
    - Analysis of different strategies' effectiveness within the project.
    - Recommendations and guidance based on project findings.
7. **A Current Logic Model:** The provision of an updated visual representation of the project, showing the logical relationships between inputs, activities, outputs, outcomes, and impacts.
8. **Grantee Highlight:** A visually appealing one-page highlight or success story from the project, potentially including graphs, charts, or photos to illustrate the project's success over the grant cycle.
9. **Appendices:** A compilation of supplementary materials relevant to the project evaluation, such as data collection instruments, detailed descriptions of interventions, and training materials.

## Enhanced Value Services

Development of custom interactive dashboards, direct data management, and comprehensive training materials to optimize the project's efficiency and impact.

## Timeline

- **Planning and Initial Development:** April - December 2024 overlapping with;
- **First Year Implementation and Reporting:** April 2024 - December 2024
- **Second Year Review and Adjustments:** January 2025 - December 2025
- **Final Year Implementation and LER Preparation:** January 2026 - December 2026
- **Project Completion and Final Reporting:** June 2027

## Pricing and Recommended Payment Schedule

The total cost for the comprehensive data collection, analysis, and reporting services for the Brea Organized Retail Theft Prevention Project is $75,000. This investment covers all the deliverables and services outlined in this proposal, ensuring the project's success from start to finish. The recommended payment schedule is as follows:

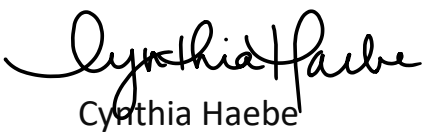
- **Initial Deposit:** 20% upon contract signing.
    - Payment Amount: $15,000
- **After Second Quarterly Report (Q2 2024):** 25%.
    - Payment Amount: $18,750
- **Mid-Project (End of Year 2):** 25%.
    - Payment Amount: $18,750
- **Project Completion (End of Year 3):** 30%.
    - Payment Amount: $22,500

## Unique Qualifications

Cynthia Haebe's extensive experience in crime analysis and her ability to leverage advanced technology and databases position Insight Analytics as a leading provider of reporting and analytics services for the Brea ORT Prevention Project. This expertise uniquely qualifies us to deliver unparalleled insights and results, making a significant impact on combating retail theft.

## Closing Statement

Insight Analytics is committed to delivering state-of-the-art services that will significantly contribute to the success of the Brea ORT Prevention Project. With Cynthia Haebe's leadership and expertise, we are poised to meet and exceed the project's goals.



Cynthia Haebe
3/28/24

# PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated **April 16, 2024** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City"), and **Cynthia Haebe** an **Individual/Sole Proprietor** ("Contractor").

## RECITALS

A. City desires to retain Contractor as an independent contractor to provide the following professional services: **Comprehensive Data Collection, Analysis, and Reporting Services for the Brea Organized Retail Theft Prevention Project within the Police Services Department.**

B. Contractor 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.**

Contractor shall perform the services referenced in the Recitals, and more specifically described in the Scope of Services set forth in the attached hereto as 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 **Attachment 1 to Exhibit A** hereto**.**

B. In no event shall the total amount paid for the Services over the term of this Agreement exceed the all-inclusive 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 Contractor in performing the Services. Contractor shall be deemed to have made all inquiries and site inspections deemed necessary by Contractor 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. Contractor'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, Contractor 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 Scope of Services.

## 4. Term.

The term of this Agreement shall commence on **April 17, 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. Contractor 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. Contractor shall commence performance within two business days of receiving City's written notice to proceed.

B. Force Majeure. Neither party shall be considered in default of this Agreement for delays in performance caused by a force majeure event. As used in this Agreement, the term "force majeure event" means circumstances beyond the reasonable control of the non-performing party and includes the following: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint. Contractor'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 Contractor 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. Contractor shall comply with all applicable laws including Cal/OSHA requirements.

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

**9. Assignment and Subcontracting.**

A. Contractor 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 Contractor's utilization of subcontractors identified in Contractor'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 Contractor. 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. Contractor is retained as an independent contractor and is not an employee of City. No employee or agent of Contractor is or shall become an employee of City.

B. Contractor will determine the means, methods, and details by which Contractor's personnel will perform the Services. Contractor 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. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Contractor's personnel require to perform the Services. Contractor shall perform the Services off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor'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 Contractor from time to time for Contractor's personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. Contractor shall be responsible for and pay all wages, salaries, benefits and other

amounts due to Contractor's personnel in connection with the Services. Contractor 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. Contractor 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. Contractor agrees that, in providing its employees and any other personnel to City to perform the Services, Contractor 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, Contractor 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, Contractor 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, Contractor 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. Contractor 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 Contractors Coverage

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

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

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

B. Automobile Liability

i. 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

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

If Cyber Liability is included in the Minimum Policy Limits Required below, then 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:

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

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

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

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Contractor 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. Contractor shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Contractor 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, Contractor 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 Contractor'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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor 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 Contractor from liability in excess of such coverage, nor shall it limit Contractor'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 Contractor, 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 Contractor 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 Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may terminate this Agreement for cause.

iii. City may require Contractor 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 Contractor; 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 Contractor under this Agreement.

J. Subcontractor Insurance Requirements

Contractor 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 Contractor, 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, consultants 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. Contractor 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 Contractor. 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 Contractor is not then in breach, City shall pay Contractor 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. Contractor shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. Contractor may terminate this Agreement only for cause and by serving written notice of termination to City, provided Contractor 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 1798.80, et seq., 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.**

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

B. City hereby designates **Adam Hawley, Police Chief** or such person's designee, as the City Representative for this Agreement.

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

**19. Notices.**

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

**PROFESSIONAL SERVICES AGREEMENT**

| **City** | **Contractor** |
|---|---|
| City of Brea | Cynthia Haebe |
| 1 Civic Center Circle | 1201 E Shenandoah Ct. |
| Brea, CA 92821 | Boise, ID 83712 |
| United States | United States |
| Adam Hawley, Police Chief | Cynthia Haebe |
| ahawley@cityofbrea.net | Cynthiahaebe22@gmail.com |
| (714) 990-7634 | (208) 912-4798 |

**20. Third Party Rights.**

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

**21. Conflicts of Interest.**

A. Contractor 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. Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

B. Contractor 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. Contractor 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 Contractor in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Contractor 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 Contractors.**

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

**27. Exhibits.**

The attached **Exhibit A** are 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. In the event of any conflict or inconsistency between the provisions of this Scope of Services and Specifications Requirements and the Contractor's Proposal set forth in the attached **Attachment 1 to Exhibit A**, the provisions of the Scope of Services and Specifications Requirements shall govern.

**28. Entire Agreement.**

This Agreement (including the attached Exhibits) 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]**

**PROFESSIONAL SERVICES AGREEMENT**

**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.

**Cynthia Haebe**

By: _____
**Cynthia Haebe**
**Grant Evaluator**
**Cynthiahaebe22@gmail.com**

Date Signed: _____

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

By: _____

Date Signed: _____

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

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

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

**City of Brea**

By: _____
**Bill Gallardo**
**City Manager**
**BillGa@cityofbrea.net**

Date Signed: _____

Attest (if over $50,000)

By: _____
**Lillian Harris-Neal**
**City Clerk**
**Lillianhn@cityofbrea.net**

Date Signed: _____

**PROFESSIONAL SERVICES AGREEMENT**

**Attachment 1 to Exhibit A**
**CONTRACTOR'S PROPOSAL AND FEE SCHEDULE**
(attached)

# City of Brea

## City Council Regular Meeting Communication

**Annual Engineer's Report for Landscape and Lighting Maintenance Districts Nos. 1, 2, 3, 4, 5, 6 and 7**

| Meeting | Agenda Group |
|---|---|
| Tuesday, April 16, 2024, 7:00 PM | CONSENT CALENDAR Item: 5D |

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

## RECOMMENDATION

Receive and approve the Annual Engineer's Report for Landscape and Lighting Maintenance Districts Nos. 1, 2, 3, 4, 5, 6 and 7 and adopt the Resolutions of Intent to set a Public Hearing for each District on June 18, 2024, at 7:00 p.m.

## BACKGROUND/DISCUSSION

The City of Brea has seven annually assessed Maintenance Districts. Per the 1972 Landscape and Lighting Act, the local agency shall conduct public meetings to establish and adopt the upcoming annual District budget. These District meetings provide the homeowners with updates on future landscape improvements and solicit concerns regarding the maintenance of the common areas. Below are the summary results of each meeting. Referenced in Exhibit A is a map of the seven Districts.

**Maintenance District #1 (American National - 103 Parcels)**

On March 12, 2024, four representatives of three parcels attended the meeting. For FY 2024-25, property owners in attendance recommended no changes. The total estimated costs for FY 2024-25 are $58,441. The estimated costs for FY 2024-25 will require an estimated expenditure of $2,560 from the District's reserve fund. The total annual assessment amount for this District is currently $55,929. The annual assessment will remain at $543 per parcel per year. As of June 30, 2024, projected reserves are $10,212, yielding 18% of the operational budget.

**Maintenance District #2 (Baldwin - 297 Parcels)**

The assessment for this District is for theme street lighting maintenance only. The Homeowners' Association maintains the common landscaped areas. On March 13, 2024, there was no attendance at the meeting. The total estimated costs for FY 2024-25 will be $8,049. The estimated costs for FY 2024-25 will require an estimated expenditure of $2,554 from the District's reserve fund. The total annual assessment for this District is currently $5,495. There are no recommended changes for FY 2024-25. The annual assessment will remain at $18.50 per parcel per year. As of June 30, 2024, projected reserves are $35,515 yielding 441% of the operational budget.

**Maintenance District #3 (Eagle Development - 188 Parcels)**

On March 12, 2024, five representatives of three parcels attended and directed staff to increase the assessment by the CPI of 3.5% for the prior 12-month calendar year. The total estimated costs for FY 2024-25 are $123,349. The total annual assessment for this District is $109,145.28, or $580.56 per parcel per year, the maximum allowable assessment for FY 2023-24. The recommended FY 2024-25 CPI assessment would increase to $112,965.44 or $600.88 per parcel per year, an increase of $20.32 annually. As of June 30, 2024, projected reserves are $21,476, yielding 17% of the operational budget.

**Maintenance District #4 (Ponderosa - 230 parcels)**

The assessment for this District is for theme street lighting maintenance only. The Homeowners' Association maintains the common landscaped areas. On March 14, 2024, there was no attendance at the meeting. The total estimated costs for FY

2024-25 are $3,450. The estimated costs for FY 2024-25 will require an estimated expenditure of $690 from the District's reserve fund. The total annual assessment for this District is currently $2,760. No changes are recommended for FY 2024-25. The annual assessment will remain at $12.00 per parcel per year. As of June 30, 2024, reserves are $18,329, yielding 53% of the operational budget.

**Maintenance District #5 (Konweiser - 113 Parcels)**

On March 13, 2024, two representatives from two parcels attended the meeting. For FY 2024-25, property owners in attendance recommended no changes. The total estimated costs for FY 2024-25 are $133,743. The total annual assessment for this District is $122,305.55 or $1,082.35 per parcel per year. The annual assessment will remain at $1,082.35 per parcel per year. As of June 30, 2024, projected reserves are $104,932, yielding 78% of the operational budget.

**Maintenance District #6 (Schmid Development - 135 Parcels)**

Of the seven Districts, this is the largest District with 16 acres of common landscaped areas. On March 14, 2024, seven representatives of six parcels attended the meeting. For FY 2024-25, property owners in attendance recommended no changes. The total estimated costs for FY 2024-25 are $243,620. The total annual assessment for this District is $236,297 or $1,750.35 per parcel per year. The annual assessment will remain at $1,750.35 per parcel per year. As of June 30, 2023, reserves are $175,371, yielding 72% of the operational budget.

**Maintenance District #7 (Baywood Development - 96 Parcels)**

On March 13, 2024, one representative from one parcel attended the meeting. For FY 2024-25, property owners recommended no changes. The total estimated costs for FY 2024-25 are $31,844. The current annual assessment for this District is $35,047.68 or $365.08 per parcel per year. The annual assessment will remain at $365.08 per parcel per year. As of June 30, 2024, projected reserves are $10,900, yielding 34% of the operational budget.

## COMMISSION/COMMITTEE RECOMMENDATION

At the April 9, 2024, Finance Committee meeting, the Committee recommended approval with a follow-up question about the possibility of filing the budget bi-annually similar to the City’s bi-annual budget. Staff reviewed the question, and based on the Landscape and Lighting Act of 1972, Section 22566, staff shall prepare the report each fiscal year.

## SUMMARY/FISCAL IMPACT

Per the 1972 Landscape and Lighting Act, the local agency shall conduct public meetings to establish and adopt the upcoming annual District budget. Staff met with the homeowners to discuss the coming year's budget and improvement projects. Separate assessments provide for all funding for the maintenance of the Districts, including reimbursing the General Fund for staff time. There will be no impact on the General Fund by this action.

The estimated assessments for FY 2024-25, as detailed in the Engineer's Report, are as follows:

| Maintenance District | 2023-2024 Assessment Per Lot Per Year | 2024-2025 Assessment Per Lot Per Year | Change in Assessment Per Lot Per Year | Percent Change |
|---|---|---|---|---|
| MD #1 | $543.00 | $543.00 | $0 | 0% |
| MD #2 | $18.50 | $18.50 | $0 | 0% |
| MD #3 | $580.56 | $600.88 | $20.32 | 3.5% |
| MD #4 | $12.00 | $12.00 | $0 | 0% |
| MD #5 | $1,082.35 | $1,082.35 | $0 | 0% |
| MD #6 | $1,750.35 | $1,750.35 | $0 | 0% |
| MD #7 | $365.08 | $365.08 | $0 | 0% |

The recommended action is to accept the Annual Engineer's Report for Landscape and Lighting Maintenance Districts Nos. 1, 2, 3, 4, 5, 6, and 7 and that a Resolution of Intent is adopted, setting a Public Hearing for each District on June 18, 2024, at 7:00 p.m.

## RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Matthew Cuevas, Senior Management Analyst

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

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**Attachments**

Attachment A - Exhibit A Maintenance Districts Map

Attachment B - Resolution LLMD 1

Attachment C - Resolution LLMD 2

Attachment D - Resolution LLMD 3

Attachment E - Resolution LLMD 4

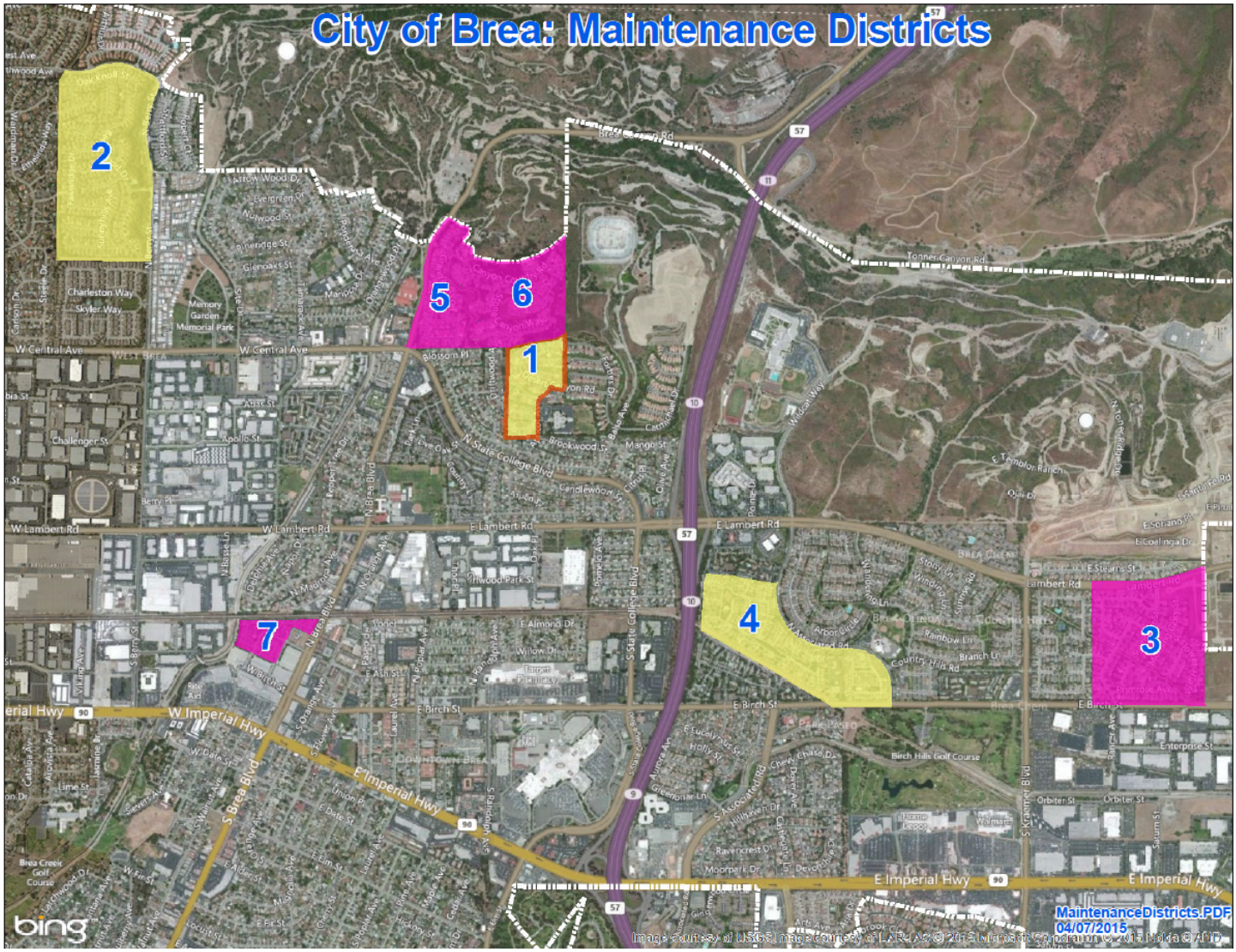
Attachment F - Resolution LLMD 5

Attachment G - Resolution LLMD 6

Attachment H - Resolution LLMD 7

Attachment I - Engineer's Report LLMD's 1 - 7

# Exhibit A


City of Brea: Maintenance Districts
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MaintenanceDistricts.PDF
04/07/2015

# RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING THE REPORT FILED PURSUANT TO SECTION 22623 OF THE STREETS AND HIGHWAYS CODE WITH RESPECT TO CITY OF BREA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1 AND FIXING AND GIVING NOTICE OF A TIME AND PLACE FOR A PUBLIC HEARING ON THE LEVY OF AN ASSESSMENT ON SAID DISTRICT FOR FISCAL YEAR 2024-2025**

## A. RECITALS:

(i) This Council heretofore adopted a resolution creating City of Brea Landscape and Lighting Assessment District No. 1 pursuant to Division 15 of the California Streets and Highways Code.

(ii) The Director of Public Works has prepared, filed with the City Clerk and presented to this Council a report relating to said assessment pursuant to the provisions of Section 22623 of the California Streets and Highways Code.

## B. RESOLUTION:

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED** by the City Council of the City of Brea as follows:

1. In all respects as set forth in the Recitals, Part A, of this Resolution.

2. The above-described report submitted by the Director of Public Works relating to City of Brea Landscape and Lighting Assessment District No. 1 is hereby approved as filed.

3. This Council hereby declares its intention to levy and collect assessments during fiscal year 2024-2025 pursuant to Division 15 of the Streets and Highways Code of

the State of California, known as the "Landscape and Lighting Act of 1972," on that area designated "City of Brea Landscape and Lighting Assessment District No. 1," an area encompassed by Final Tract Nos. 9121, 9341 and 9342 and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

4. A general description of the improvements proposed for the aforementioned district is as follows:

The maintenance and possible future replacement of lighting, landscaping and any facilities which are appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof, including grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks or paving, or water, irrigation, drainage, or electrical facilities. Said maintenance and servicing of said lighting shall be in the area of Tract Nos. 9121, 9341 and 9342. Said landscaping and related facilities shall be in the lettered lots, common parking bays and related planters within Final Tract Nos. 9121, 9341 and 9342.

5. Reference hereby is made to the report of the Director of Public Works relating to the said assessment district herein above approved. Said report is on file with the City Clerk of the City of Brea and contains a full and detailed description of the improvements, the boundaries of the assessment district and contains the proposed assessments upon assessable lots and parcels of land within City of Brea Landscape and Lighting District No. 1 for fiscal year 2024-2025. Said proposed assessment per lot is in the amount of $543.00.

6. This Council hereby fixes 7:00 p.m. on June 18, 2024, in the Council

Chambers, Brea Civic and Cultural Center, 1 Civic Center Circle, Brea, California, as the time and place for a hearing before this Council on the question of the levy of the proposed assessments on City of Brea Landscape and Lighting Assessment District No. 1 for fiscal year 2024-2025 and hereby gives notice of said hearing.

7. The City Clerk shall do the following:

a. Certify to the adoption of this Resolution;

b. Cause a true and correct copy of this Resolution to be published once in a newspaper of general circulation located within the City of Brea at least ten days prior to June 18, 2024.

**APPROVED AND ADOPTED** this 16th day of April, 2024.

_____
Mayor

ATTEST:_____
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea held on the 16th day of April, 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: _____

_____
City Clerk

**EXHIBIT "A"**

LEGAL DESCRIPTION

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1 INCLUDES ALL OF THE PROPERTIES IN THE CITY OF BREA LOCATED WITHIN THE TRACT BOUNDARY OF TRACT NO. 9121 RECORDED IN BOOK 378, PAGES 49 AND 50; TRACT NO. 9341 RECORDED IN BOOK 395, PAGES 28, 29 AND 30; AND OF TRACT NO. 9342 RECORDED IN BOOK 386, PAGES 41, 42 AND 43, ALL OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

# RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING THE REPORT FILED PURSUANT TO SECTION 22623 OF THE STREETS AND HIGHWAYS CODE WITH RESPECT TO CITY OF BREA LIGHTING ASSESSMENT DISTRICT NO. 2 AND FIXING AND GIVING NOTICE OF A TIME AND PLACE FOR A PUBLIC HEARING OF THE LEVY OF AN ASSESSMENT ON SAID DISTRICT FOR FISCAL YEAR 2024-2025**

## A. RECITALS:

(i) This Council heretofore adopted a resolution creating City of Brea Lighting Assessment District No. 2 pursuant to Division 15 of the California Streets and Highways Code.

(ii) The Director of Public Works has prepared, filed with the City Clerk and presented to this Council a report relating to said assessment pursuant to the provisions of Section 22623 of the California Streets and Highways Code.

## B. RESOLUTION:

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED** by the City Council of the City of Brea as follows:

1. In all respects as set forth in the Recitals, Part A, of this Resolution.

2. The above-described report submitted by the Director of Public Works relating to City of Brea Lighting Assessment District No. 2 is hereby approved as filed.

3. This Council hereby declares its intention to levy and collect assessments during fiscal year 2024-2025 pursuant to Division 15 of the Streets and Highways Code of the State of California, known as the "Landscaping and Lighting Act of 1972," on that area

designated "City of Brea Lighting Assessment District No. 2," an area encompassed by Final Tracts Nos. 9227, 9228 and 8857 and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

4. A general description of the improvements proposed for the aforementioned district is as follows:

The maintenance and possible future replacement of lighting and any facilities which are appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof, including grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks or paving, or water, irrigation, drainage, or electrical facilities. Said maintenance and servicing of said lighting shall be in the area of Tract No. 9227, 9228 and 8857.

5. Reference hereby is made to the report of the Director of Public Works relating to the said assessment district herein above approved. Said report is on file with the City Clerk of the City of Brea and contains a full and detailed description of the improvements, the boundaries of the assessment district and contains the proposed assessments upon assessable lots and parcels of land within City of Brea Lighting Assessment District No. 2 for fiscal year 2024-2025. Said proposed assessment per lot is in the amount of $18.50.

6. This Council hereby fixes 7:00 p.m. on June 18, 2024, in the Council Chambers, Brea Civic and Cultural Center, 1 Civic Center Circle, Brea, California, as the time and place for a hearing before this Council on the question of the levy of the proposed assessments on City of Brea Lighting Assessment District No. 2 for fiscal year 2024-2025 and hereby gives notice of said hearing.

7. The City Clerk shall do the following:

a. Certify to the adoption of this Resolution;

b. Cause a true and correct copy of this Resolution to be published once in a newspaper of general circulation located within the City of Brea at least ten days prior to June 18, 2024.

**APPROVED AND ADOPTED** this 16th day of April, 2024.

_____
Mayor

ATTEST:_____
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea held on the 16th day of April, 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: _____

_____
City Clerk

**EXHIBIT "A"**

LEGAL DESCRIPTION

LIGHTING ASSESSMENT DISTRICT NO. 2

THE BOUNDARIES OF LIGHTING ASSESSMENT DISTRICT NO. 2 IS DESCRIBED AS "BEING THE BOUNDARY OF ANNEXATION NO. 8-74 TO THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA," ALSO BEING ALL THE PROPERTIES LOCATED WITHIN THE TRACT BOUNDARY OF TRACT NO. 9227 RECORDED IN BOOK 392, PAGES 5 THROUGH 12; TRACT NO. 9228 RECORDED IN BOOK 428, PAGES 32 THROUGH 38; AND TRACT NO. 8857 RECORDED IN BOOK 464, PAGES 38 THROUGH 44, ALL OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

# RESOLUTION NO. 2024-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING THE REPORT FILED PURSUANT TO SECTION 22623 OF THE STREETS AND HIGHWAYS CODE WITH RESPECT TO CITY OF BREA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 3 AND FIXING AND GIVING NOTICE OF A TIME AND PLACE FOR A PUBLIC HEARING ON THE LEVY OF AN ASSESSMENT ON SAID DISTRICT FOR FISCAL YEAR 2024-2025**

## A. RECITALS:

(i) This Council heretofore adopted a resolution creating City of Brea Landscape and Lighting Assessment District No. 3 pursuant to Division 15 of the California Streets and Highways Code.

(ii) The Director of Public Works has prepared, filed with the City Clerk and presented to this Council a report relating to said assessment pursuant to the provisions of Section 22623 of the California Streets and Highways Code.

## B. RESOLUTION:

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED** by the City Council of the City of Brea as follows:

1. In all respects as set forth in the Recitals, Part A, of this Resolution.

2. The above-described report submitted by the Director of Public Works relating to City of Brea Landscape and Lighting Assessment District No. 3 is hereby approved as filed.

3. This Council hereby declares its intention to levy and collect assessments

during fiscal year 2024-2025 pursuant to Division 15 of the Streets and Highways Code of the State of California, known as the "Landscape and Lighting Act of 1972," on that area designated "City of Brea Landscape and Lighting District Assessment No. 3," an area encompassed by Final Tract No. 8242 and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

4. A general description of the improvements proposed for the aforementioned district is as follows:

The maintenance and possible future replacement of lighting, landscaping and any facilities which are appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof, including grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks or paving, or water, irrigation, drainage, or electrical facilities. Said maintenance and servicing of said lighting shall be in the area of Tract No. 8242. Said landscaping and related facilities shall be in the lettered lots, common parking bays and related planters within Final Tract No. 8242.

5. Reference hereby is made to the report of the Director of Public Works relating to the said assessment district herein above approved. Said report is on file with the City Clerk of the City of Brea and contains a full and detailed description of the improvements, the boundaries of the assessment district and contains the proposed assessments upon assessable lots and parcels of land within City of Brea Landscape and Lighting Assessment District No. 3 for fiscal year 2024-2025. Said proposed assessment per lot is in the amount of $600.88.

6. This Council hereby fixes 7:00 p.m. on June 18, 2024, in the Council

Chambers, Brea Civic and Cultural Center, 1 Civic Center Circle, Brea, California, as the time and place for a hearing before this Council on the question of the levy of the proposed assessments on City of Brea Landscape and Lighting Assessment District No. 3 for fiscal year 2024-2025 and hereby gives notice of said hearing.

7. The City Clerk shall do the following:

a. Certify to the adoption of this Resolution;

b. Cause a true and correct copy of this Resolution to be published once in a newspaper of general circulation located within the City of Brea at least ten days prior to June 18, 2024.

**APPROVED AND ADOPTED** this 16th day of April, 2024.

_____
Mayor

ATTEST:_____
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea held on the 16th day of April, 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: _____

_____
City Clerk

**EXHIBIT "A"**

LEGAL DESCRIPTION

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 3

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 3 INCLUDES ALL OF THE PROPERTIES IN THE CITY OF BREA LOCATED WITHIN THE TRACT BOUNDARY OF TRACT NO. 8242 RECORDED IN BOOK 428, PAGES 19 THROUGH 24 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

# RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING THE REPORT FILED PURSUANT TO SECTION 22623 OF THE STREETS AND HIGHWAYS CODE WITH RESPECT TO CITY OF BREA LIGHTING ASSESSMENT DISTRICT NO. 4 AND FIXING AND GIVING NOTICE OF A TIME AND PLACE FOR A PUBLIC HEARING OF THE LEVY OF AN ASSESSMENT ON SAID DISTRICT FOR FISCAL YEAR 2024-2025**

## A. RECITALS:

(i) This Council heretofore adopted a resolution creating City of Brea Lighting Assessment District No. 4 pursuant to Division 15 of the California Streets and Highways Code.

(ii) The Director of Public Works has prepared, filed with the City Clerk and presented to this Council a report relating to said assessment pursuant to the provisions of Section 22623 of the California Streets and Highways Code.

## B. RESOLUTION:

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED** by the City Council of the City of Brea as follows:

1. In all respects as set forth in the Recitals, Part A, of this Resolution.

2. The above-described report submitted by the Director of Public Works relating to City of Brea Lighting Assessment District No. 4 is hereby approved as filed.

3. This Council hereby declares its intention to levy and collect assessments during fiscal year 2024-2025 pursuant to Division 15 of the Streets and Highways Code of

the State of California, known as the "Landscaping and Lighting Act of 1972," on that area designated "City of Brea Lighting District No. 4," an area encompassed by Final Tract Nos. 10224, 10324, 10325, 10327 and 9298 and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

4. A general description of the improvements proposed for the aforementioned district is as follows:

The maintenance and possible future replacement of lighting, and any facilities which are appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof, including grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks or paving, or water, irrigation, drainage, or electrical facilities. Said maintenance and servicing of said lighting shall be in the area of Tract Nos. 10224, 10324, 10325, 10326, 10327, and 9298.

5. Reference hereby is made to the report of the Director of Public Works relating to the said assessment district herein above approved. Said report is on file with the City Clerk of the City of Brea and contains a full and detailed description of the improvements, the boundaries of the assessment district and contains the proposed assessments upon assessable lots and parcels of land within City of Brea Lighting District No. 4 for fiscal year 2024-2025. Said proposed assessment per lot is in the amount of $12.00.

6. This Council hereby fixes 7:00 p.m. on June 18, 2024, in the Council Chambers, Brea Civic and Cultural Center, 1 Civic Center Circle, Brea, California, as the time and place for a hearing before this Council on the question of the levy of the

proposed assessments on City of Brea Lighting Assessment District No. 4 for fiscal year 2024-2025 and hereby gives notice of said hearing.

7. The City Clerk shall do the following:

a. Certify to the adoption of this Resolution;

b. Cause a true and correct copy of this Resolution to be published once in a newspaper of general circulation located within the City of Brea at least ten days prior to June 18, 2024.

**APPROVED AND ADOPTED** this 16th day of April, 2024.

_____
Mayor

ATTEST:_____
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea held on the 16th day of April, 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: _____

_____
City Clerk

**EXHIBIT "A"**

LEGAL DESCRIPTION

LIGHTING ASSESSMENT DISTRICT NO. 4

LIGHTING ASSESSMENT DISTRICT NO. 4 INCLUDES ALL THE PROPERTIES LOCATED IN THE CITY OF BREA WITHIN TRACT NO. 10224 AS SHOWN ON A MAP RECORDED IN BOOK 436, PAGES 13 THROUGH 16 INCLUSIVE, TRACT NO. 10324 AS SHOWN ON A MAP RECORDED IN BOOK 447, PAGES 3 THROUGH 5 INCLUSIVE, TRACT NO. 10325 AS SHOWN ON A MAP RECORDED IN BOOK 461, PAGES 9 THROUGH 12 INCLUSIVE, TRACT NO. 10326 AS SHOWN ON A MAP RECORDED IN BOOK 461, PAGES 13 THROUGH 16 INCLUSIVE, TRACT NO. 10327 AS SHOWN ON A MAP RECORDED IN BOOK 461, PAGES 17 THROUGH 20 INCLUSIVE, AND TRACT NO. 9298 AS SHOWN ON A MAP RECORDED IN BOOK 476, PAGES 5 THROUGH 7 INCLUSIVE, ALL OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

# RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING THE REPORT FILED PURSUANT TO SECTION 22623 OF THE STREETS AND HIGHWAYS CODE WITH RESPECT TO CITY OF BREA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 5 AND FIXING AND GIVING NOTICE OF A TIME AND PLACE FOR A PUBLIC HEARING ON THE LEVY OF AN ASSESSMENT ON SAID DISTRICT FOR FISCAL YEAR 2024-2025**

## A. RECITALS:

(i) This Council heretofore adopted a resolution creating City of Brea Landscape and Lighting Assessment District No. 5 pursuant to Division 15 of the California Streets and Highways Code.

(ii) The Director of Public Works has prepared, filed with the City Clerk and presented to this Council a report relating to said assessment pursuant to the provisions of Section 22623 of the California Streets and Highways Code.

## B. RESOLUTION:

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED** by the City Council of the City of Brea as follows:

1. In all respects as set forth in the Recitals, Part A, of this Resolution.

2. The above-described report submitted by the Director of Public Works relating to City of Brea Landscape and Lighting Assessment District No. 5 is hereby approved as filed.

3. This Council hereby declares its intention to levy and collect assessments during fiscal year 2024-2025 pursuant to Division 15 of the Streets and Highways Code of the State of California, known as the "Landscape and Lighting Act of 1972," on that area

designated "City of Brea Landscape and Lighting Assessment District No. 5," an area encompassed by Final Tract Nos. 9111, 9414, & 9473 and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

4. A general description of the improvements proposed for the aforementioned district is as follows:

The maintenance and possible future replacement of lighting, landscaping and any facilities which are appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof, including grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks or paving, or water, irrigation, drainage, or electrical facilities. Said maintenance and servicing of said lighting shall be in the area of Tract Nos. 9111, 9414 and 9473. Said landscaping and related facilities shall be in the lettered lots, common parking bays and related planters within Final Tract Nos. 9111, 9414, and 9473.

5. Reference hereby is made to the report of the Director of Public Works relating to the said assessment district herein above approved. Said report is on file with the City Clerk of the City of Brea and contains a full and detailed description of the improvements, the boundaries of the assessment district and contains the proposed assessments upon assessable lots and parcels of land within City of Brea Landscape and Lighting Assessment District No. 5 for fiscal year 2024-2025. Said proposed assessment per lot is in the amount of $1,082.35, as detailed in said report of the Director of Public Works.

6. This Council hereby fixes 7:00 p.m. on June 18, 2024, in the Council Chambers, Brea Civic and Cultural Center, 1 Civic Center Circle, Brea, California, as the time and place for a hearing before this Council on the question of the levy of the

proposed assessments on City of Brea Landscape and Lighting Assessment District No. 5 for fiscal year 2024-2025 and hereby gives notice of said hearing.

7. The City Clerk shall do the following:

a. Certify to the adoption of this Resolution;

b. Cause a true and correct copy of this Resolution to be published once in a newspaper of general circulation located within the City of Brea at least ten days prior to June 18, 2024.

**APPROVED AND ADOPTED** this 16th day of April, 2024.

_____
Mayor

ATTEST:_____
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea held on the 16th day of April, 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: _____

_____
City Clerk

**EXHIBIT "A"**

LEGAL DESCRIPTION

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 5

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 5 INCLUDES ALL THE PROPERTIES IN THE CITY OF BREA LOCATED WITHIN THE TRACT BOUNDARY OF TRACT NO. 9111 RECORDED IN BOOK 374, PAGES 24, 25 AND 26 OF TRACT NO. 9414 RECORDED IN BOOK 409, PAGES 8 AND 9, AND OF TRACT NO. 9473 RECORDED IN BOOK 291, PAGES 26, 27 AND 28, ALL OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

# RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING THE REPORT FILED PURSUANT TO SECTION 22623 OF THE STREETS AND HIGHWAYS CODE WITH RESPECT TO CITY OF BREA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 6 AND FIXING AND GIVING NOTICE OF A TIME AND PLACE FOR A PUBLIC HEARING ON THE LEVY OF AN ASSESSMENT ON SAID DISTRICT FOR FISCAL YEAR 2024-2025**

## A. RECITALS:

(i) This Council heretofore adopted a resolution creating City of Brea Landscape and Lighting Assessment District No. 6 pursuant to Division 15 of the California Streets and Highways Code.

(ii) The Director of Public Works has prepared, filed with the City Clerk and presented to this Council a report relating to said assessment pursuant to the provisions of Section 22623 of the California Streets and Highways Code.

## B. RESOLUTION:

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED** by the City Council of the City of Brea as follows:

1. In all respects as set forth in the Recitals, Part A, of this Resolution.

2. The above-described report submitted by the Director of Public Works relating to City of Brea Landscape and Lighting Assessment District No. 6 is hereby approved as filed.

3. This Council hereby declares its intention to levy and collect assessments during fiscal year 2024-2025 pursuant to Division 15 of the Streets and Highways Code of

the State of California, known as the "Landscape and Lighting Act of 1972," on that area designated "City of Brea Landscape and Lighting Assessment District No. 6," an area encompassed by Final Tract Nos. 8820, 9531, and 9532, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

4. A general description of the improvements proposed for the aforementioned district is as follows:

The maintenance and possible future replacement of lighting, landscaping and any facilities which are appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof, including grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks or paving, or water, irrigation, drainage, or electrical facilities. Said maintenance and servicing of said lighting shall be in the area of Tract Nos. 8820, 9531, and 9532. Said landscaping and related facilities shall be in the lettered lots, common parking bays and related planters within Final Tract Nos. 8820, 9531, and 9532.

5. Reference hereby is made to the report of the Director of Public Works relating to the said assessment district herein above approved. Said report is on file with the City Clerk of the City of Brea and contains a full and detailed description of the improvements, the boundaries of the assessment district and contains the proposed assessments upon assessable lots and parcels of land within City of Brea Landscape and Lighting Assessment District No. 6 for fiscal year 2024-2025. Said proposed assessment per lot is in the amount of $1,750.35, as detailed in said report of the Director of Public Works.

6. This Council hereby fixes 7:00 p.m. on June 18, 2024, in the Council

Chambers, Brea Civic and Cultural Center, 1 Civic Center Circle, Brea, California, as the time and place for a hearing before this Council on the question of the levy of the proposed assessments on City of Brea Landscape and Lighting Assessment District No. 6 for fiscal year 2024-2025 and hereby gives notice of said hearing.

7. The City Clerk shall do the following:

a. Certify to the adoption of this Resolution;

b. Cause a true and correct copy of this Resolution to be published once in a newspaper of general circulation located within the City of Brea at least ten days prior to June 18, 2024.

**APPROVED AND ADOPTED** this 16th day of April, 2024.

_____
Mayor

ATTEST:_____
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea held on the 16th day of April, 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: _____

_____
City Clerk

**EXHIBIT "A"**

LEGAL DESCRIPTION

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 6

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 6 INCLUDES ALL THE PROPERTIES IN THE CITY OF BREA LOCATED WITHIN THE TRACT BOUNDARY OF TRACT NO. 8820, RECORDED IN BOOK 454, PAGES 19 THROUGH 24 INCLUSIVE, TRACT NO. 9531, RECORDED IN BOOK 423, PAGES 24 THROUGH 28 INCLUSIVE, AND TRACT NO. 9532 RECORDED IN BOOK 454, PAGES 25 THROUGH 28, ALL OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

# RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING THE REPORT FILED PURSUANT TO SECTION 22623 OF THE STREETS AND HIGHWAYS CODE WITH RESPECT TO CITY OF BREA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 7 AND FIXING AND GIVING NOTICE OF A TIME AND PLACE FOR A PUBLIC HEARING ON THE LEVY OF AN ASSESSMENT ON SAID DISTRICT FOR FISCAL YEAR 2024-2025**

## A. RECITALS:

(i) This Council heretofore adopted a resolution creating City of Brea Landscape and Lighting Assessment District No. 7 pursuant to Division 15 of the California Streets and Highways Code.

(ii) The Director of Public Works has prepared, filed with the City Clerk and presented to this Council a report relating to said assessment pursuant to the provisions of Section 22623 of the California Streets and Highways Code.

## B. RESOLUTION:

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED** by the City Council of the City of Brea as follows:

1. In all respects as set forth in the Recitals, Part A, of this Resolution.

2. The above-described report submitted by the Director of Public Works relating to City of Brea Landscape and Lighting Assessment District No. 7 is hereby approved as filed.

3. This Council hereby declares its intention to levy and collect assessments during fiscal year 2024-2025 pursuant to Division 15 of the Streets and Highways Code of

the State of California, known as the "Landscape and Lighting Act of 1972," on that area designated "City of Brea Landscape and Lighting Assessment District No. 7," an area encompassed by Final Tract Nos. 14658, 14657, 15070 and 14656, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

4. A general description of the improvements proposed for the aforementioned district is as follows:

The maintenance and possible future replacement of lighting, landscaping and any facilities which are appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof, including grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks or paving, or water, irrigation, drainage, or electrical facilities. Said maintenance and servicing of said lighting shall be in the area of Tract Nos. 14658, 14657, 15070 and 14656. Said landscaping and related facilities shall be in the lettered lots, common parking bays and related planters within Final Tract Nos. 14658, 14657, 15670 and 14656.

5. Reference hereby is made to the report of the Director of Public Works relating to the said assessment district herein above approved. Said report is on file with the City Clerk of the City of Brea and contains a full and detailed description of the improvements, the boundaries of the assessment district and contains the proposed assessments upon assessable lots and parcels of land within City of Brea Landscape and Lighting Assessment District No. 7 for fiscal year 2024-2025. Said proposed assessment per lot is in the amount of $365.08, as detailed in said report of the Director of Public Works.

6. This Council hereby fixes 7:00 p.m. on June 18, 2024, in the Council Chambers, Brea Civic and Cultural Center, 1 Civic Center Circle, Brea, California, as the time and place for a hearing before this Council on the question of the levy of the proposed assessments on City of Brea Landscape and Lighting Assessment District No. 7 for fiscal year 2024-2025 and hereby gives notice of said hearing.

7. The City Clerk shall do the following:

a. Certify to the adoption of this Resolution;

b. Cause a true and correct copy of this Resolution to be published once in a newspaper of general circulation located within the City of Brea at least ten days prior to June 18, 2024.

**APPROVED AND ADOPTED** this 16th day of April, 2024.

_____
Mayor

ATTEST:_____
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea held on the 16th day of April, 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: _____

_____
City Clerk

**EXHIBIT "A"**

LEGAL DESCRIPTION

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 7

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 7 INCLUDES ALL THE PROPERTIES IN THE CITY OF BREA LOCATED WITHIN THE TRACT BOUNDARY OF TRACT NO. 14656, RECORDED IN BOOK 746, PAGES 47 THROUGH 49 INCLUSIVE, TRACT NO. 14658, RECORDED IN BOOK 724, PAGES 9 THROUGH 11 INCLUSIVE, TRACT NO. 14657 RECORDED IN BOOK 733, PAGES 15 THROUGH 17 INCLUSIVE, TRACT NO. 15070, RECORDED IN BOOK 738, PAGES 27 THROUGH 30 INCLUSIVE, ALL OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

# Landscape and Lighting Maintenance District No. 1

# City of Brea

**Prepared under the authority of the**
**Landscape and Lighting Act of 1972**
**Streets and Highways Code**
**State of California**

## Fiscal Year 2024-25

**Submitted by:**

**Michael Ho**
**Director of Public Works**

**April 16, 2024**

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April 16, 2024

Honorable Mayor and City Council
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

**Re: Engineer's Report, Landscape & Lighting Maintenance District No. 1**

Transmitted herewith for your review and consideration is a report entitled, "Landscape and Lighting Maintenance District No. 1, City of Brea."

This report has been prepared in accordance with the Landscape and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code. The report includes all the requirements of the Landscape and Lighting Act of 1972 and the Streets and Highways Code, with particular reference to annual assessments after formation thereof of the District.

The report is submitted herewith for consideration at your next meeting to set a hearing date for the purpose of levying an annual assessment (Streets and Highways Code, Section 22620 to Section 22631).

Respectfully submitted,

Michael Ho P.E., Director
Public Works Department

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

# Introduction and Background

## Introduction:

This report has been prepared and is submitted for consideration by the City Council of the City of Brea under the authority of the Landscaping and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code.

## Background:

The City Council of the City of Brea adopted and approved Resolution Nos. 82-57 and 82-58 detaching certain territory from Landscape and Lighting Maintenance District No. 1 adopted by Resolution No. 76-74 and adopted Resolution No. 82-59 creating amended Maintenance District No. 1 in the City of Brea.

The creating of Lighting and Maintenance District No. 1 in the City of Brea was a requirement of the City of Brea for the development of Tentative Tract No. 8820, known as the "Canyon Country" development project. The amended Landscape and Lighting Maintenance District No. 1 was subsequently formed June 1, 1982 by Resolution No. 82-59.

The formation of the amended district and the levy of the first annual assessment was completed in accordance with the requirements of the Landscaping and Lighting Act of 1972 on June 1, 1982.

The purpose of this report is to be utilized by the City Staff, the City Council, and the County Assessor in the levy and collection of an annual assessment after formation of an assessment district under the requirements of the Landscaping and Lighting Act of 1972 (State of California and Highways Code, Section 22620 to 22631).

# PART A
# PLANS AND SPECIFICATIONS

The facilities, which consist of greenbelt areas and theme lighting, will be operated, serviced and maintained as generally described as follows:

Landscaping and Appurtenant Facilities
Facilities include but are not limited to: landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalk maintenance resulting from landscape growth and appurtenant facilities, in Public Street and sidewalk rights-of-way, including medians, parkways and dedicated easements within the boundaries of the Assessment District.

Lighting, Traffic Signals and Appurtenant Facilities
Facilities include but are not limited to: Poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting and traffic signals in public street and sidewalk rights-of-way and dedicated easements within the boundaries of the Assessment District.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the landscaping, public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public lighting facilities or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of the landscaping or appurtenant facilities.

The plans and specifications for the improvements, showing and describing the general nature, location, and the extent of the improvements, are on file in the office of the Director of Public Works and are incorporated herein by reference.

# PART B
# ESTIMATE OF COST

The estimated cost of the operation, servicing and maintenance of the street and sidewalk improvements for Fiscal Year 2024-25, as described in Part A, are summarized herein and described below.

## MAINTENANCE DISTRICT # 1 - ANNUAL COST FACTORS

| | | |
|---|---|---|
| **Acct #** | **Description** | **FY 24-25 Est.** |
| **1. Fixed Costs** | | **Expenses** |
| 4111 | Salaries & Benefits | $14,749 |
| 4113 | Overtime | $102 |
| 4243 | Engineering | $0 |
| 4244 | Legal | $75 |
| 4412 | Property Tax Collection | $180 |
| | **Fixed Costs Totals** | **$15,106** |
| **2. ROUTINE COSTS** | | |
| 4211 | Postage | $102 |
| 4249 | Professional Svs/Other | $2,040 |
| 4261 | Svc & Repair Equipment | $510 |
| 4266 | Contract Services/Grounds Maintenance | $17,670 |
| 4282 | Electric | $1,500 |
| 4285 | Water | $19,790 |
| 4337 | Electrical Supplies & Parts | $250 |
| 4441 | Miscellaneous Expense | $100 |
| 5800 | Insurance and Other Expenses | $1,473 |
| | **Routine Costs Totals** | **$43,335** |
| | **Total Costs (Fixed & Routine)** | **$58,441** |
| | **Est. Fund Balance as of 1-Jul-2024** | **$10,212** |
| | **Projected Reserve Balance 30-Jun-2025** | **$7,700** |
| | **FY 2024-25 Annual Assessments** | **$55,929** |

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the Districts. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the Districts by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

# PART C
# METHOD OF APPORTIONMENT OF ASSESSMENT

## GENERAL

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include construction, operation, maintenance and servicing of street lights, traffic signals and landscaping.

Section 22573 of the Landscaping and Lighting Act of 1972 (the 1972 Act) requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

> "The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" based on the actual benefit rather than a "special tax."

## ASSESSMENT METHODOLOGY

The parcels of land in the District are single family residential (SFR) lots, with each of these lots benefiting equally from the improvements being maintained. Therefore, the costs associated with the landscaping and lighting within and directly adjacent to the tract will be apportioned on a residential lot basis as follows:

$55,929 / 103 SFR's = $543.00 / SFR

# PART D
# ASSESSMENT ROLL

The amount of the total proposed assessment for Fiscal Year 2024-25 apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Orange County Assessor's Office, is contained in the Assessment Roll provided below.

The description of each lot or parcel is part of the Orange County assessment roll and this roll is, by reference, made part of this Report.

| AD # | APN | Lot | Tract | Asmt |
|---|---|---|---|---|
| 1 | 31920129 | 1 | 9121 | $543.00 |
| 2 | 31920128 | 2 | 9121 | $543.00 |
| 3 | 31920127 | 3 | 9121 | $543.00 |
| 4 | 31920126 | 4 | 9121 | $543.00 |
| 5 | 31920125 | 5 | 9121 | $543.00 |
| 6 | 31920124 | 6 | 9121 | $543.00 |
| 7 | 31920123 | 7 | 9121 | $543.00 |
| 8 | 31920122 | 8 | 9121 | $543.00 |
| 9 | 31920121 | 9 | 9121 | $543.00 |
| 10 | 31920120 | 10 | 9121 | $543.00 |
| 11 | 31920119 | 11 | 9121 | $543.00 |
| 12 | 31920118 | 12 | 9121 | $543.00 |
| 13 | 31920117 | 13 | 9121 | $543.00 |
| 14 | 31920116 | 14 | 9121 | $543.00 |
| 15 | 31920115 | 15 | 9121 | $543.00 |
| 16 | 31920114 | 16 | 9121 | $543.00 |
| 17 | 31920113 | 17 | 9121 | $543.00 |
| 18 | 31920112 | 18 | 9121 | $543.00 |
| 19 | 31920111 | 19 | 9121 | $543.00 |
| 20 | 31920110 | 20 | 9121 | $543.00 |
| 21 | 31920109 | 21 | 9121 | $543.00 |
| 22 | 31920108 | 22 | 9121 | $543.00 |
| 23 | 31920107 | 23 | 9121 | $543.00 |
| 24 | 31920106 | 24 | 9121 | $543.00 |
| 25 | 31920105 | 25 | 9121 | $543.00 |
| 26 | 31920104 | 26 | 9121 | $543.00 |
| 27 | 31920103 | 27 | 9121 | $543.00 |
| 28 | 31920102 | 28 | 9121 | $543.00 |
| 29 | 31921224 | 1 | 9342 | $543.00 |
| 30 | 31921223 | 2 | 9342 | $543.00 |
| 31 | 31921222 | 3 | 9342 | $543.00 |
| 32 | 31921221 | 4 | 9342 | $543.00 |
| 33 | 31921220 | 5 | 9342 | $543.00 |
| 34 | 31921219 | 6 | 9342 | $543.00 |
| 35 | 31921218 | 7 | 9342 | $543.00 |
| 36 | 31921217 | 8 | 9342 | $543.00 |
| 37 | 31921216 | 9 | 9342 | $543.00 |
| 38 | 31921201 | 10 | 9342 | $543.00 |
| 39 | 31921202 | 11 | 9342 | $543.00 |
| 40 | 31921203 | 12 | 9342 | $543.00 |
| 41 | 31921204 | 13 | 9342 | $543.00 |
| 42 | 31921205 | 14 | 9342 | $543.00 |
| 43 | 31921206 | 15 | 9342 | $543.00 |
| 44 | 31921207 | 16 | 9342 | $543.00 |
| 45 | 31921208 | 17 | 9342 | $543.00 |
| 46 | 31921209 | 18 | 9342 | $543.00 |
| 47 | 31921210 | 19 | 9342 | $543.00 |
| 48 | 31921212 | 20 | 9342 | $543.00 |
| 49 | 31921211 | 21 | 9342 | $543.00 |
| 50 | 31921213 | 22 | 9342 | $543.00 |
| 51 | 31921214 | 23 | 9342 | $543.00 |
| 52 | 31921215 | 24 | 9342 | $543.00 |
| 53 | 31921101 | 25 | 9342 | $543.00 |
| 54 | 31921102 | 26 | 9342 | $543.00 |
| 55 | 31921103 | 27 | 9342 | $543.00 |
| 56 | 31921104 | 28 | 9342 | $543.00 |
| 57 | 31921105 | 29 | 9342 | $543.00 |
| 58 | 31921106 | 30 | 9342 | $543.00 |
| 59 | 31921107 | 31 | 9342 | $543.00 |
| 60 | 31921108 | 32 | 9342 | $543.00 |
| 61 | 31921109 | 33 | 9342 | $543.00 |
| 62 | 31921319 | 30 | 9341 | $543.00 |
| 63 | 31921320 | 31 | 9341 | $543.00 |
| 64 | 31921321 | 32 | 9341 | $543.00 |
| 65 | 31921322 | 33 | 9341 | $543.00 |
| 66 | 31921323 | 34 | 9341 | $543.00 |
| 67 | 31921324 | 35 | 9341 | $543.00 |
| 68 | 31921325 | 36 | 9341 | $543.00 |
| 69 | 31921326 | 37 | 9341 | $543.00 |
| 70 | 31921327 | 38 | 9341 | $543.00 |
| 71 | 31921328 | 39 | 9341 | $543.00 |
| 72 | 31921329 | 40 | 9341 | $543.00 |
| 73 | 31921330 | 41 | 9341 | $543.00 |
| 74 | 31921331 | 42 | 9341 | $543.00 |
| 75 | 31921327 | 1 | 9341 | $543.00 |
| 76 | 31921328 | 2 | 9341 | $543.00 |
| 77 | 31921329 | 3 | 9341 | $543.00 |
| 78 | 31921330 | 4 | 9341 | $543.00 |
| 79 | 31921331 | 5 | 9341 | $543.00 |
| 80 | 31921332 | 6 | 9341 | $543.00 |
| 81 | 31921333 | 7 | 9341 | $543.00 |
| 82 | 31921334 | 8 | 9341 | $543.00 |
| 83 | 31921335 | 9 | 9341 | $543.00 |
| 84 | 31921336 | 10 | 9341 | $543.00 |
| 85 | 31921337 | 11 | 9341 | $543.00 |
| 86 | 31921338 | 12 | 9341 | $543.00 |
| 87 | 31921339 | 13 | 9341 | $543.00 |
| 88 | 31921306 | 14 | 9341 | $543.00 |
| 89 | 31921305 | 15 | 9341 | $543.00 |
| 90 | 31921304 | 16 | 9341 | $543.00 |
| 91 | 31921303 | 17 | 9341 | $543.00 |
| 92 | 31921302 | 18 | 9341 | $543.00 |
| 93 | 31921301 | 19 | 9341 | $543.00 |
| 94 | 31921317 | 20 | 9341 | $543.00 |
| 95 | 31921316 | 21 | 9341 | $543.00 |
| 96 | 31921315 | 22 | 9341 | $543.00 |
| 97 | 31921314 | 23 | 9341 | $543.00 |
| 98 | 31921313 | 24 | 9341 | $543.00 |
| 99 | 31921312 | 25 | 9341 | $543.00 |
| 100 | 31921311 | 26 | 9341 | $543.00 |
| 101 | 31921310 | 27 | 9341 | $543.00 |
| 102 | 31921308 | 28 | 9341 | $543.00 |
| 103 | 31921309 | 29 | 9341 | $543.00 |

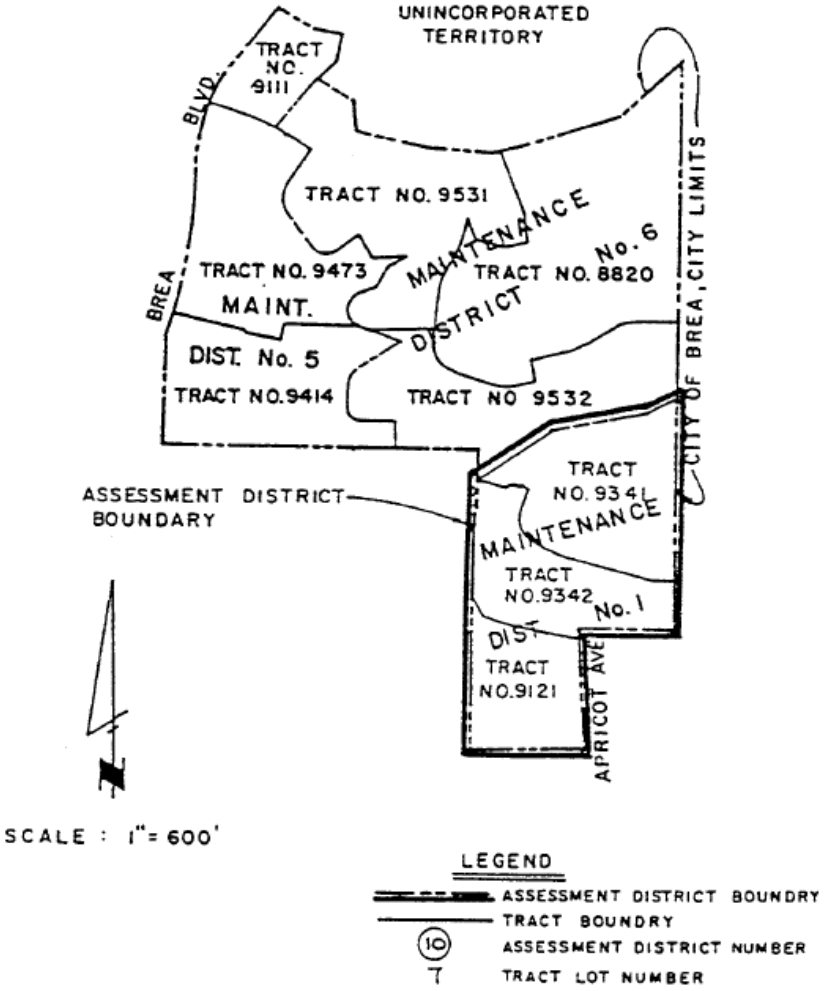
# PART E
# ASSESSMENT DISTRICTS' BOUNDARIES

A diagram of the boundaries of Landscape and Lighting Maintenance District No. 1 is included herein.

District No. 1 is generally located east, north of State College Boulevard, adjacent to Fanning School, and includes Tract Nos. 9121, 9341 and 9342.

District No. 1 includes all of the properties in the City of Brea located within the tract boundary of Tract No. 9121 recorded in Book 378, Pages 49 and 50; Tract No. 9341 recorded in Book 395, Pages 28, 29 and 30; and of Tract No. 9342 recorded in Book 386, Pages 41, 42 and 43, all of Miscellaneous Maps, records of Orange County, California.

Also, the lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the Assessor of the County of Orange for Fiscal Year 2024-25. The Assessor's maps and records are incorporated by reference herein and made part of this report.

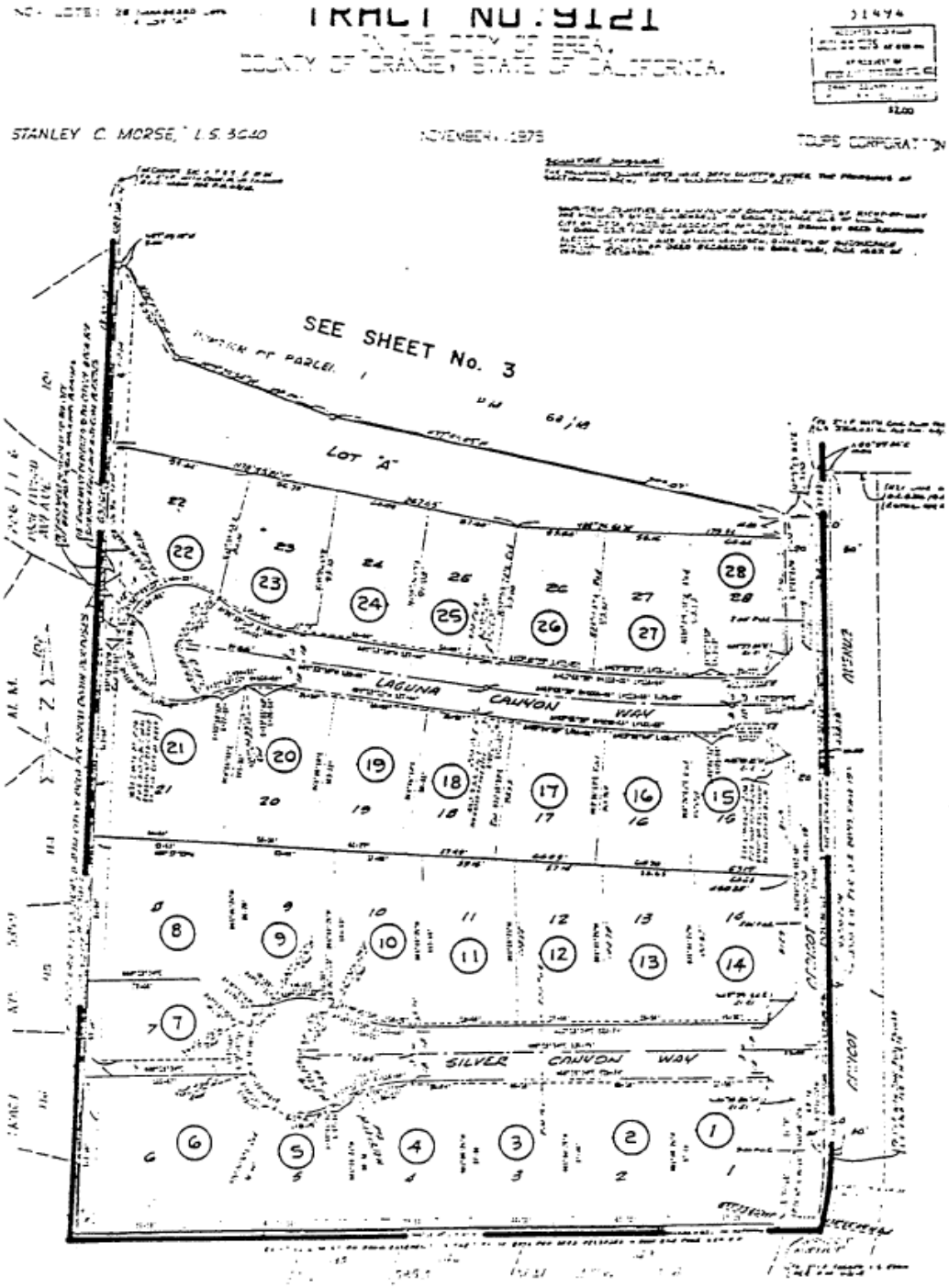



103 PARCELS SHEET 1 OF

ASSESSMENT DIAGRAM

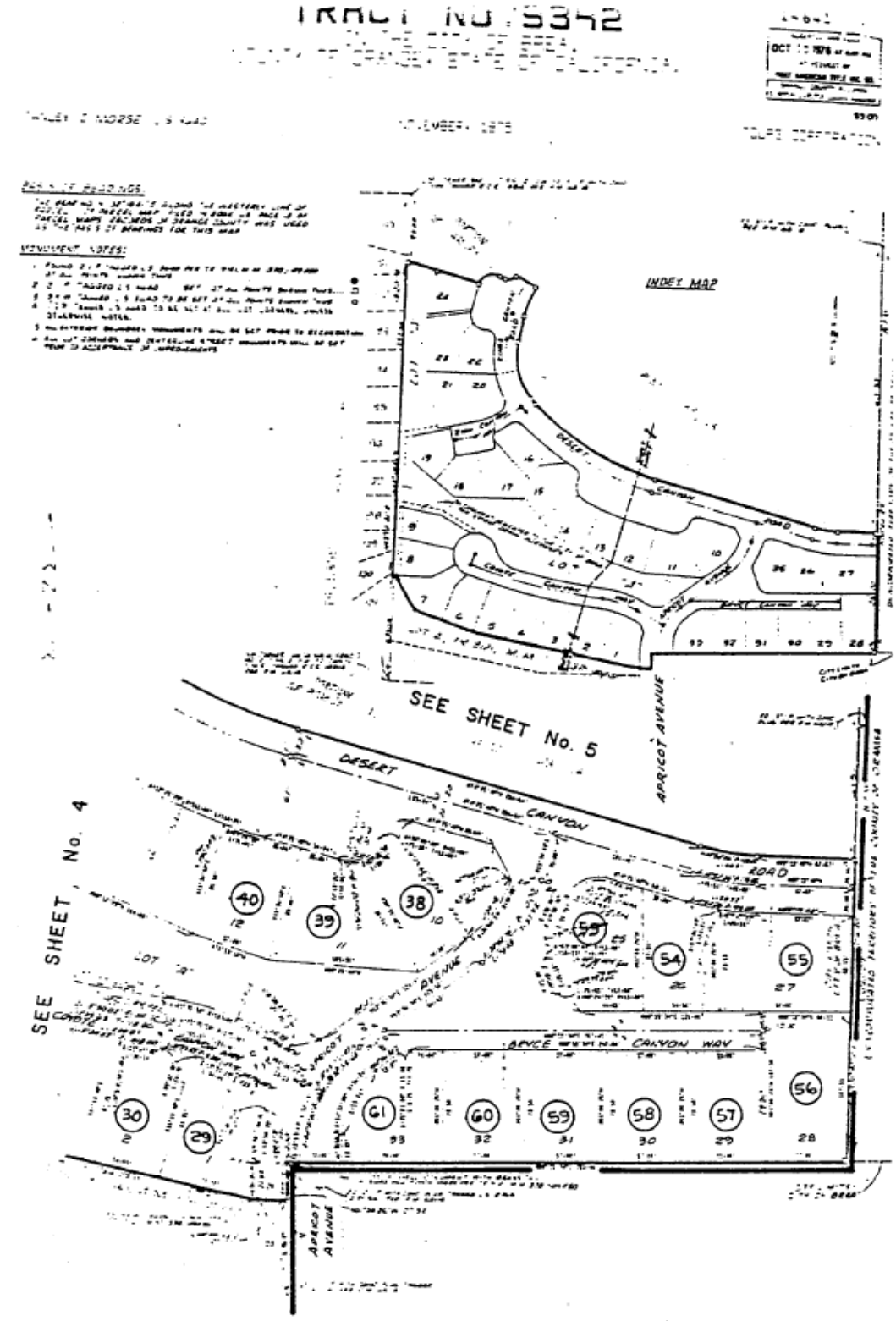
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 1

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA




103 PARCELS SHEET 2 OF 6

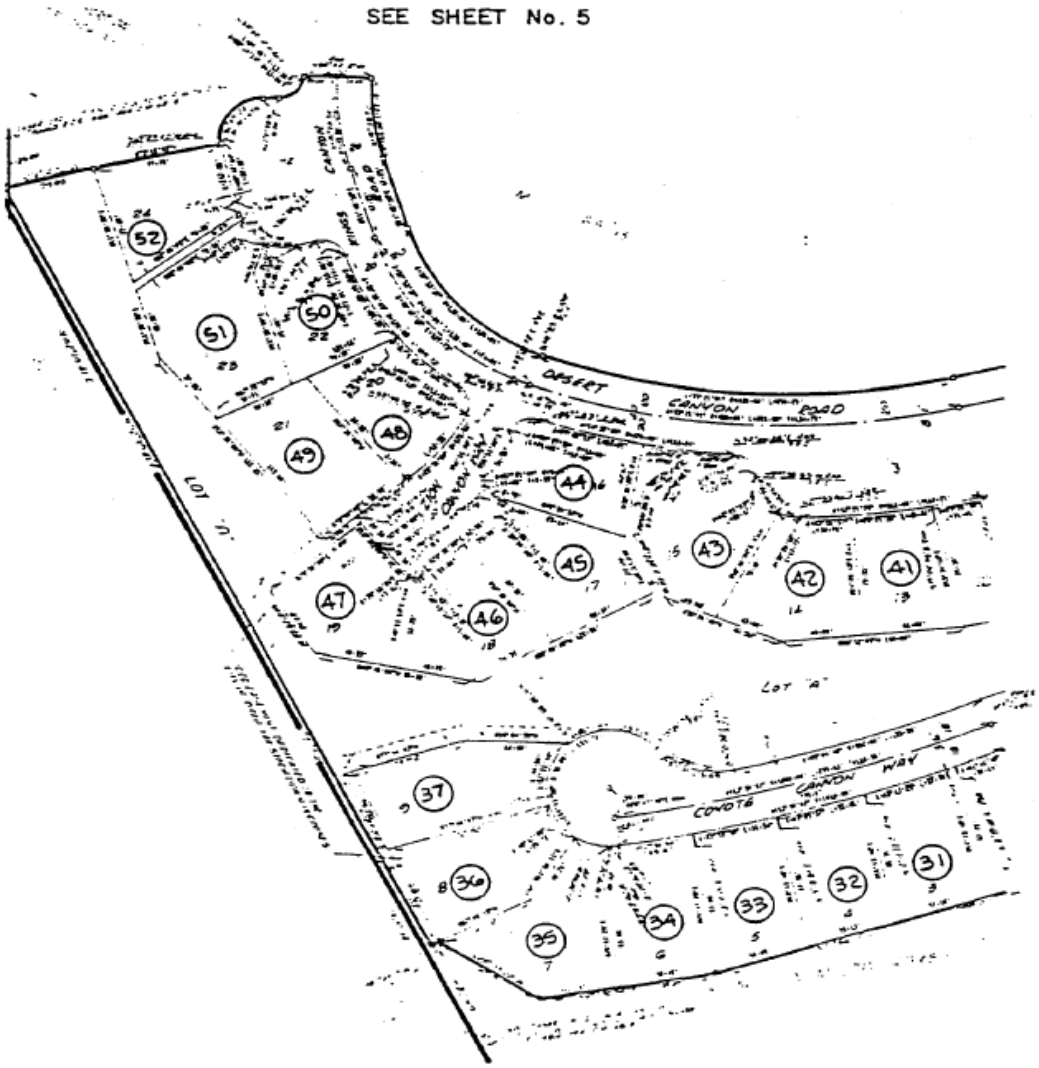
ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 1
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA




103 PARCELS SHEET 3 OF 6

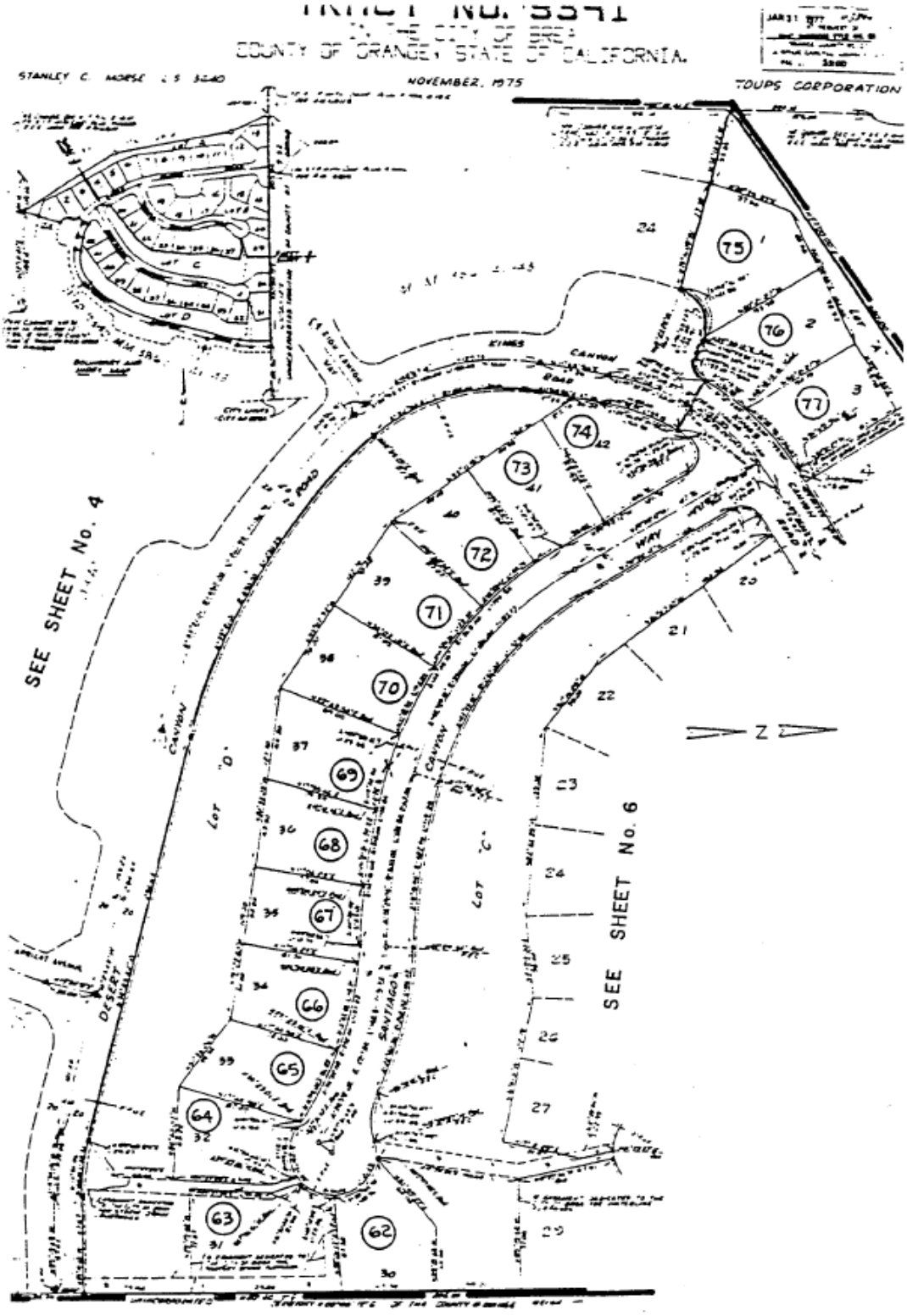
ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 1
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

# TRACT NO. 9342



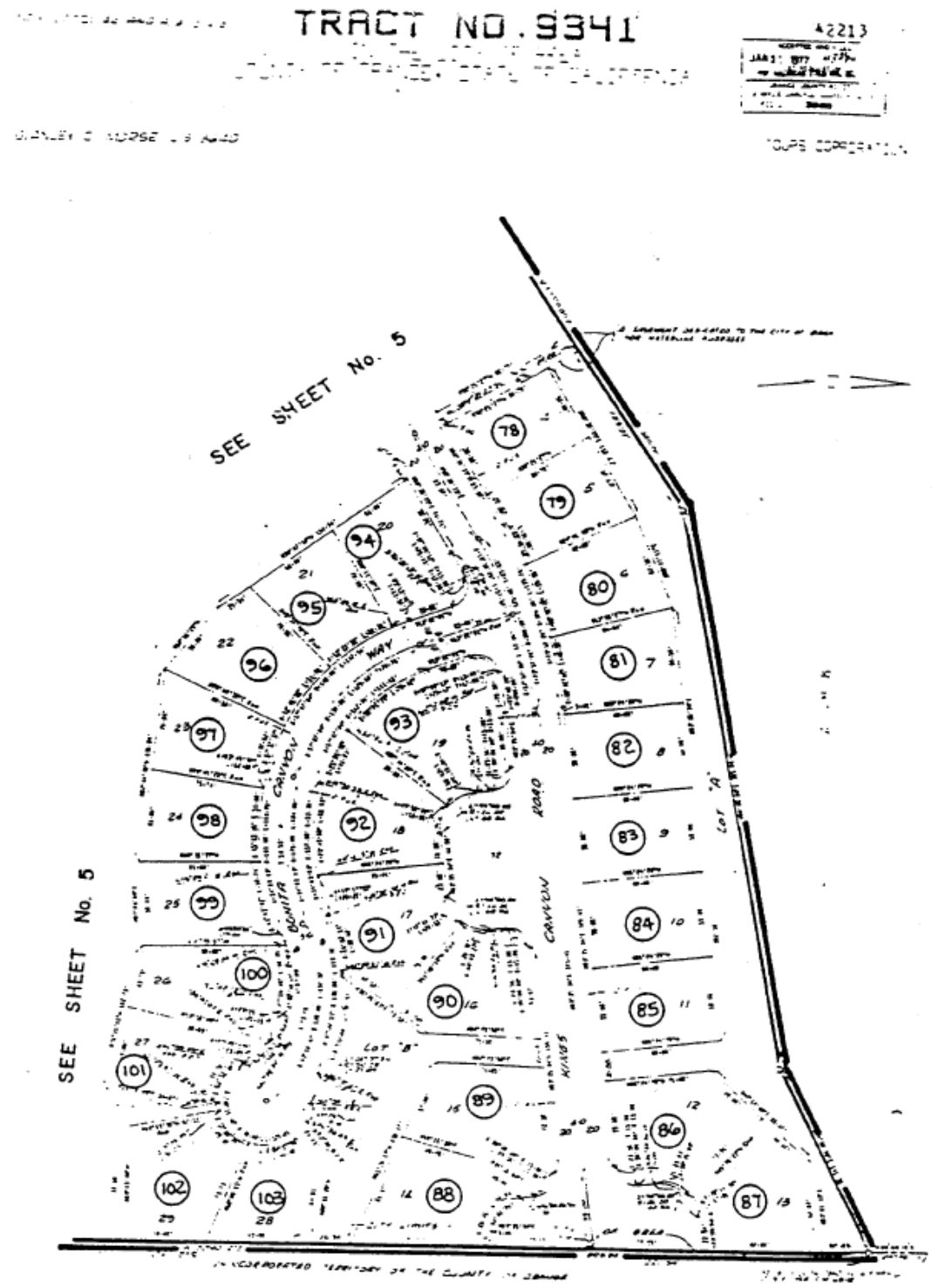

103 PARCELS SHEET 4 OF 6

ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 1
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA




103 PARCELS SHEET 5 OF 6

ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 1
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA




103 PARCELS SHEET 6 OF 6

ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 1
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

# Lighting Maintenance District No. 2

# City of Brea

**Prepared under the authority of the**
**Landscaping and Lighting Act of 1972**
**Streets and Highways Code**
**State of California**

## Fiscal Year 2024-25

**Submitted by:**

**Michael Ho**
**Director of Public Works**

**April 16, 2024**

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April 16, 2024

Honorable Mayor and City Council
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

**Re: Engineer's Report, Lighting Maintenance District No. 2**

Transmitted herewith for your review and consideration is a report entitled, "Lighting Maintenance District No. 2, City of Brea."

This report has been prepared in accordance with the Landscaping and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code. The report includes all the requirements of the Landscaping and Lighting Act of 1972 and the Streets and Highways Code, with particular reference to annual assessments after formation thereof of the District.

The report is submitted herewith for consideration at your next meeting to set a hearing date for the purpose of levying an annual assessment (Streets and Highways Code, Section 22620 to Section 22631).

Respectfully submitted,

Michael Ho, P.E., Director
Public Works Department

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

# Introduction and Background

## Introduction:

This report has been prepared and is submitted for consideration by the City Council of the City of Brea under the authority of the Landscaping and Landscaping and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code.

## Background:

The City Council of the City of Brea adopted and approved Resolution No. 78-76, creating Lighting and Maintenance District No. 2 in the City of Brea.

The creation of Lighting and Maintenance District No. 2 in the City of Brea was a requirement of the City of Brea for the development of Tentative Tract No. 8857, known as "North Hills" development project.

No landscape maintenance is included in this district as the slopes are to be maintained by the homeowner or the homeowners' association, as required by the Conditions of Approval for Tentative Tract No. 8857.

The formation of the district and the levy of the first annual assessment was completed in accordance with the requirements of the Landscaping and Lighting Act of 1972 on July 5, 1978, by City Council Resolution No. 78-76.

The purpose of this report is to be utilized by the staff, the City Council, and the County Assessor in the levy and collection of an annual assessment after formation of an assessment district under the requirements of the Landscaping and Lighting Act of 1972 (State of California Streets and Highways Code, Section 22620 to 22631).

# PART A
# PLANS AND SPECIFICATIONS

The facilities, which consist of street lighting, will be operated, serviced and maintained as generally described as follows:

Lighting, Traffic Signals and Appurtenant Facilities
Facilities include but are not limited to: Poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting and traffic signals in public street and sidewalk rights-of-way and dedicated easements within the boundaries of the Assessment District.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the public lighting facilities or appurtenant facilities; providing for the cleaning, sandblasting, and painting of poles and other improvements for general upkeep and to remove or cover graffiti.

Servicing means the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or appurtenant facilities.

The plans and specifications for the improvements, showing and describing the general nature, location, and the extent of the improvements, are on file in the office of the Director of Public Works and are incorporated herein by reference.

# PART B
# ESTIMATE OF COST

The estimated cost of the operation, servicing and maintenance of the street and sidewalk improvements for Fiscal Year 2024-25, as described in Part A, are summarized herein and described below.

## MAINTENANCE DISTRICT # 2 - ANNUAL COST FACTORS

| | | |
|---|---|---|
| **Acct #** | **Description** | **FY 24-25 Est.** |
| **1. Fixed Costs** | | **Expenses** |
| 4111 | Salaries & Benefits | $4,790 |
| 4113 | Overtime | $100 |
| 4243 | Engineering | $0 |
| 4244 | Legal | $75 |
| 4412 | Property Tax Collection | $20 |
| | **Fixed Costs Totals** | **$4,985** |
| **2. ROUTINE COSTS** | | |
| 4211 | Postage | $148 |
| 4261 | Repairs to Equipment | $1,428 |
| 4337 | Electrical Supplies | $1,020 |
| 4441 | Miscellaneous Expense | $0 |
| 5800 | Insurance and Other Expenses | $468 |
| | **Routine Costs Totals** | **$3,064** |
| | **Total Costs (Fixed & Routine)** | **$8,049** |
| | **Est. Fund Balance as of 1-Jul-2024** | **$33,515** |
| | **Projected Reserve Balance 30-Jun-2025** | **$30,961** |
| | **FY 2024-25 Annual Assessments** | **$5,495** |

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the Districts. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the Districts by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

# PART C
# METHOD OF APPORTIONMENT OF ASSESSMENT

## GENERAL

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include construction, operation, maintenance and servicing of street lights, traffic signals and landscaping.

Section 22573 of the Landscaping and Landscaping and Lighting Act of 1972 (the 1972 Act) requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

> "The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" based on the actual benefit rather than a "special tax."

## ASSESSMENT METHODOLOGY

The North Hills Development project (Tract Nos. 9227, 9228 and 8857 in the City of Brea) was developed under conditions of development required by the City Council of the City of Brea.

The parcels of land in the District are single-family residential (SFR) lots, with each of these lots benefiting equally from the improvements being maintained. Therefore, the costs associated with the landscaping and lighting within and directly adjacent to the tract will be apportioned on a residential lot basis as follows:

$$\$5{,}495 \ / \ 297 \ \text{SFR's} \ = \ \$18.50 \ / \ \text{SFR}$$

# PART D
# ASSESSMENT ROLL

The amount of the total proposed assessment for fiscal year 2024-25 apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Orange County Assessor's Office, is contained in the Assessment Roll provided below.

The description of each lot or parcel is part of the Orange County assessment roll and this roll is, by reference, made part of this Report.

| AD # | APN | Lot | Tract | Asmt | AD # | APN | Lot | Tract | Asmt | AD # | APN | Lot | Tract | Asmt |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 30424201 | 13 | 9227 | $18.50 | 41 | 30425224 | 53 | 9227 | $18.50 | 81 | 30424108 | 93 | 9227 | $18.50 |
| 2 | 30424202 | 14 | 9227 | $18.50 | 42 | 30425225 | 54 | 9227 | $18.50 | 82 | 30424107 | 94 | 9227 | $18.50 |
| 3 | 30424203 | 15 | 9227 | $18.50 | 43 | 30425226 | 55 | 9227 | $18.50 | 83 | 30424106 | 95 | 9227 | $18.50 |
| 4 | 30424204 | 16 | 9227 | $18.50 | 44 | 30425227 | 56 | 9227 | $18.50 | 84 | 30424105 | 96 | 9227 | $18.50 |
| 5 | 30424205 | 17 | 9227 | $18.50 | 45 | 30425228 | 57 | 9227 | $18.50 | 85 | 30424104 | 97 | 9227 | $18.50 |
| 6 | 30424206 | 18 | 9227 | $18.50 | 46 | 30425229 | 58 | 9227 | $18.50 | 86 | 30424103 | 98 | 9227 | $18.50 |
| 7 | 30424207 | 19 | 9227 | $18.50 | 47 | 30425230 | 59 | 9227 | $18.50 | 87 | 30424102 | 99 | 9227 | $18.50 |
| 8 | 30424208 | 21 | 9227 | $18.50 | 48 | 30425231 | 60 | 9227 | $18.50 | 88 | 30424101 | 100 | 9227 | $18.50 |
| 9 | 30424209 | 21 | 9227 | $18.50 | 49 | 30425232 | 61 | 9227 | $18.50 | 89 | 30425112 | 101 | 9227 | $18.50 |
| 10 | 30424210 | 22 | 9227 | $18.50 | 50 | 30425233 | 62 | 9227 | $18.50 | 90 | 30425111 | 102 | 9227 | $18.50 |
| 11 | 30424211 | 23 | 9227 | $18.50 | 51 | 30425234 | 63 | 9227 | $18.50 | 91 | 30425110 | 103 | 9227 | $18.50 |
| 12 | 30424212 | 24 | 9227 | $18.50 | 52 | 30425235 | 64 | 9227 | $18.50 | 92 | 30425109 | 104 | 9227 | $18.50 |
| 13 | 30424213 | 25 | 9227 | $18.50 | 53 | 30425236 | 65 | 9227 | $18.50 | 93 | 30425108 | 105 | 9227 | $18.50 |
| 14 | 30424214 | 26 | 9227 | $18.50 | 54 | 30425237 | 66 | 9227 | $18.50 | 94 | 30425107 | 106 | 9227 | $18.50 |
| 15 | 30424215 | 27 | 9227 | $18.50 | 55 | 30425238 | 67 | 9227 | $18.50 | 95 | 30425106 | 107 | 9227 | $18.50 |
| 16 | 30424216 | 28 | 9227 | $18.50 | 56 | 30425239 | 68 | 9227 | $18.50 | 96 | 30425105 | 108 | 9227 | $18.50 |
| 17 | 30424217 | 29 | 9227 | $18.50 | 57 | 30425240 | 69 | 9227 | $18.50 | 97 | 30425104 | 109 | 9227 | $18.50 |
| 18 | 30424218 | 30 | 9227 | $18.50 | 58 | 30425241 | 70 | 9227 | $18.50 | 98 | 30425103 | 110 | 9227 | $18.50 |
| 19 | 30424219 | 31 | 9227 | $18.50 | 59 | 30425242 | 71 | 9227 | $18.50 | 99 | 30425102 | 111 | 9227 | $18.50 |
| 20 | 30424220 | 32 | 9227 | $18.50 | 60 | 30425243 | 72 | 9227 | $18.50 | 100 | 30425101 | 112 | 9227 | $18.50 |
| 21 | 30424221 | 33 | 9227 | $18.50 | 61 | 30425244 | 73 | 9227 | $18.50 | 101 | 30425111 | 113 | 9227 | $18.50 |
| 22 | 30424222 | 34 | 9227 | $18.50 | 62 | 30425245 | 74 | 9227 | $18.50 | 102 | 30425110 | 114 | 9227 | $18.50 |
| 23 | 30424223 | 35 | 9227 | $18.50 | 63 | 30425246 | 75 | 9227 | $18.50 | 103 | 30425109 | 115 | 9227 | $18.50 |
| 24 | 30424224 | 36 | 9227 | $18.50 | 64 | 30425247 | 76 | 9227 | $18.50 | 104 | 30425108 | 116 | 9227 | $18.50 |
| 25 | 30424225 | 37 | 9227 | $18.50 | 65 | 30425248 | 77 | 9227 | $18.50 | 105 | 30425107 | 117 | 9227 | $18.50 |
| 26 | 30424226 | 38 | 9227 | $18.50 | 66 | 30425249 | 78 | 9227 | $18.50 | 106 | 30425106 | 118 | 9227 | $18.50 |
| 27 | 30424227 | 39 | 9227 | $18.50 | 67 | 30424122 | 79 | 9227 | $18.50 | 107 | 30425105 | 119 | 9227 | $18.50 |
| 28 | 30424228 | 40 | 9227 | $18.50 | 68 | 30424121 | 80 | 9227 | $18.50 | 108 | 30425104 | 120 | 9227 | $18.50 |
| 29 | 30424229 | 41 | 9227 | $18.50 | 69 | 30424120 | 81 | 9227 | $18.50 | 109 | 30425103 | 121 | 9227 | $18.50 |
| 30 | 30425213 | 42 | 9227 | $18.50 | 70 | 30424119 | 82 | 9227 | $18.50 | 110 | 30425102 | 122 | 9227 | $18.50 |
| 31 | 30425214 | 43 | 9227 | $18.50 | 71 | 30424118 | 83 | 9227 | $18.50 | 111 | 30425101 | 123 | 9227 | $18.50 |
| 32 | 30425215 | 44 | 9227 | $18.50 | 72 | 30424117 | 84 | 9227 | $18.50 | 112 | 30423501 | 1 | 9228 | $18.50 |
| 33 | 30425216 | 45 | 9227 | $18.50 | 73 | 30424116 | 85 | 9227 | $18.50 | 113 | 30423502 | 2 | 9228 | $18.50 |
| 34 | 30425217 | 46 | 9227 | $18.50 | 74 | 30424115 | 86 | 9221 | $18.50 | 114 | 30423503 | 3 | 9228 | $18.50 |
| 35 | 30425218 | 47 | 9227 | $18.50 | 75 | 30424114 | 87 | 9227 | $18.50 | 115 | 30426221 | 4 | 9228 | $18.50 |
| 36 | 30425219 | 48 | 9227 | $18.50 | 76 | 30424113 | 88 | 9227 | $18.50 | 116 | 30426222 | 5 | 9228 | $18.50 |
| 37 | 30425220 | 49 | 9227 | $18.50 | 77 | 30424112 | 89 | 9227 | $18.50 | 117 | 30426223 | 6 | 9228 | $18.50 |
| 38 | 30425221 | 50 | 9227 | $18.50 | 78 | 30424111 | 90 | 9227 | $18.50 | 118 | 30426224 | 7 | 9228 | $18.50 |
| 39 | 30425222 | 51 | 9227 | $18.50 | 79 | 30424110 | 91 | 9227 | $18.50 | 119 | 30426225 | 8 | 9228 | $18.50 |
| 40 | 30425223 | 52 | 9227 | $18.50 | 80 | 30424109 | 92 | 9227 | $18.50 | 120 | 30426226 | 9 | 9228 | $18.50 |

| AD # | APN | Lot | Tract | Asmt | AD # | APN | Lot | Tract | Asmt | AD # | APN | Lot | Tract | Asmt |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 121 | 30423411 | 10 | 9228 | $18.50 | 180 | 30426105 | 69 | 9228 | $18.50 | 239 | 30427210 | 80 | 8857 | $18.50 |
| 122 | 30423410 | 11 | 9228 | $18.50 | 181 | 30426104 | 70 | 9228 | $18.50 | 240 | 30427211 | 81 | 8857 | $18.50 |
| 123 | 30423409 | 12 | 9228 | $18.50 | 182 | 30426103 | 71 | 9228 | $18.50 | 241 | 30427212 | 82 | 8857 | $18.50 |
| 124 | 30423408 | 13 | 9228 | $18.50 | 183 | 30426102 | 72 | 9228 | $18.50 | 242 | 30427213 | 83 | 8857 | $18.50 |
| 125 | 30423407 | 14 | 9228 | $18.50 | 184 | 30426101 | 73 | 9228 | $18.50 | 243 | 30427229 | 55 | 8857 | $18.50 |
| 126 | 30423406 | 15 | 9228 | $18.50 | 185 | 30423307 | 74 | 9228 | $18.50 | 244 | 30427228 | 56 | 8857 | $18.50 |
| 127 | 30423405 | 16 | 9228 | $18.50 | 186 | 30423308 | 75 | 9228 | $18.50 | 245 | 30427227 | 57 | 8857 | $18.50 |
| 128 | 30423404 | 17 | 9228 | $18.50 | 187 | 30423309 | 76 | 9228 | $18.50 | 246 | 30427226 | 58 | 8857 | $18.50 |
| 129 | 30423403 | 18 | 9228 | $18.50 | 188 | 30423301 | 77 | 9228 | $18.50 | 247 | 30427225 | 59 | 8857 | $18.50 |
| 130 | 30423402 | 19 | 9228 | $18.50 | 189 | 30423302 | 78 | 9228 | $18.50 | 248 | 30427224 | 60 | 8857 | $18.50 |
| 131 | 30423401 | 20 | 9228 | $18.50 | 190 | 30423303 | 79 | 9228 | $18.50 | 249 | 30427223 | 61 | 8857 | $18.50 |
| 132 | 30426201 | 21 | 9228 | $18.50 | 191 | 30423304 | 80 | 9228 | $18.50 | 250 | 30427222 | 62 | 8857 | $18.50 |
| 133 | 30426202 | 22 | 9228 | $18.50 | 192 | 30423201 | 81 | 9228 | $18.50 | 251 | 30427221 | 63 | 8857 | $18.50 |
| 134 | 30426203 | 23 | 9228 | $18.50 | 193 | 30423202 | 82 | 9228 | $18.50 | 252 | 30427220 | 64 | 8857 | $18.50 |
| 135 | 30426204 | 24 | 9228 | $18.50 | 194 | 30423115 | 83 | 9228 | $18.50 | 253 | 30427219 | 65 | 8857 | $18.50 |
| 136 | 30426205 | 25 | 9228 | $18.50 | 195 | 30423116 | 84 | 9228 | $18.50 | 254 | 30427218 | 66 | 8857 | $18.50 |
| 137 | 30426206 | 26 | 9228 | $18.50 | 196 | 30423117 | 85 | 9228 | $18.50 | 255 | 30427217 | 67 | 8857 | $18.50 |
| 138 | 30426207 | 27 | 9228 | $18.50 | 197 | 30423118 | 86 | 9228 | $18.50 | 256 | 30427216 | 68 | 8857 | $18.50 |
| 139 | 30426208 | 28 | 9228 | $18.50 | 198 | 30423119 | 87 | 9228 | $18.50 | 257 | 30427215 | 69 | 8857 | $18.50 |
| 140 | 30426209 | 29 | 9228 | $18.50 | 199 | 30423120 | 88 | 9228 | $18.50 | 258 | 30427214 | 70 | 8857 | $18.50 |
| 141 | 30426210 | 30 | 9228 | $18.50 | 200 | 30423121 | 89 | 9228 | $18.50 | 259 | 30427201 | 71 | 8857 | $18.50 |
| 142 | 30426211 | 31 | 9228 | $18.50 | 201 | 30423122 | 90 | 9228 | $18.50 | 260 | 30427202 | 72 | 8857 | $18.50 |
| 143 | 30426212 | 32 | 9228 | $18.50 | 202 | 30423123 | 91 | 9228 | $18.50 | 261 | 30427203 | 73 | 8857 | $18.50 |
| 144 | 30426213 | 33 | 9228 | $18.50 | 203 | 30423101 | 12 | 9227 | $18.50 | 262 | 30427204 | 74 | 8857 | $18.50 |
| 145 | 30426214 | 34 | 9228 | $18.50 | 204 | 30423102 | 11 | 9227 | $18.50 | 263 | 30427205 | 75 | 8857 | $18.50 |
| 146 | 30426215 | 35 | 9228 | $18.50 | 205 | 30423103 | 10 | 9227 | $18.50 | 264 | 30427206 | 76 | 8857 | $18.50 |
| 147 | 30426216 | 36 | 9228 | $18.50 | 206 | 30423104 | 9 | 9227 | $18.50 | 265 | 30427207 | 77 | 8857 | $18.50 |
| 148 | 30426217 | 37 | 9228 | $18.50 | 207 | 30423105 | 8 | 9227 | $18.50 | 266 | 30427320 | 23 | 8857 | $18.50 |
| 149 | 30426218 | 38 | 9228 | $18.50 | 208 | 30423106 | 7 | 9227 | $18.50 | 267 | 30427319 | 24 | 8857 | $18.50 |
| 150 | 30426219 | 39 | 9228 | $18.50 | 209 | 30423107 | 6 | 9227 | $18.50 | 268 | 30427318 | 25 | 8857 | $18.50 |
| 151 | 30426220 | 40 | 9228 | $18.50 | 210 | 30423108 | 5 | 9227 | $18.50 | 269 | 30427317 | 26 | 8857 | $18.50 |
| 152 | 30426133 | 41 | 9228 | $18.50 | 211 | 30423109 | 4 | 9227 | $18.50 | 270 | 30427316 | 27 | 8857 | $18.50 |
| 153 | 30426132 | 42 | 9228 | $18.50 | 212 | 30423110 | 3 | 9227 | $18.50 | 271 | 30427315 | 28 | 8857 | $18.50 |
| 154 | 30426131 | 43 | 9228 | $18.50 | 213 | 30423111 | 2 | 9227 | $18.50 | 272 | 30427314 | 29 | 8857 | $18.50 |
| 155 | 30426130 | 44 | 9228 | $18.50 | 214 | 30423112 | 1 | 9227 | $18.50 | 273 | 30427313 | 30 | 8857 | $18.50 |
| 156 | 30426129 | 45 | 9228 | $18.50 | 215 | 30423124 | 1 | 8857 | $18.50 | 274 | 30427312 | 31 | 8857 | $18.50 |
| 157 | 30426128 | 46 | 9228 | $18.50 | 216 | 30423125 | 2 | 8857 | $18.50 | 275 | 30427311 | 32 | 8857 | $18.50 |
| 158 | 30426127 | 47 | 9228 | $18.50 | 217 | 30427339 | 3 | 8857 | $18.50 | 276 | 30427310 | 33 | 8857 | $18.50 |
| 159 | 30426126 | 48 | 9228 | $18.50 | 218 | 30427338 | 4 | 8857 | $18.50 | 277 | 30427309 | 34 | 8857 | $18.50 |
| 160 | 30426125 | 49 | 9228 | $18.50 | 219 | 30427337 | 5 | 8857 | $18.50 | 278 | 30427308 | 35 | 8857 | $18.50 |
| 161 | 30426124 | 50 | 9228 | $18.50 | 220 | 30427336 | 6 | 8857 | $18.50 | 279 | 30427307 | 36 | 8857 | $18.50 |
| 162 | 30426123 | 51 | 9228 | $18.50 | 221 | 30427335 | 7 | 8857 | $18.50 | 280 | 30427306 | 37 | 8857 | $18.50 |
| 163 | 30426122 | 52 | 9228 | $18.50 | 222 | 30427334 | 8 | 8857 | $18.50 | 281 | 30427305 | 38 | 8857 | $18.50 |
| 164 | 30426121 | 53 | 9228 | $18.50 | 223 | 30427333 | 9 | 8857 | $18.50 | 282 | 30427304 | 39 | 8857 | $18.50 |
| 165 | 30426120 | 54 | 9228 | $18.50 | 224 | 30427332 | 10 | 8857 | $18.50 | 283 | 30427303 | 40 | 8857 | $18.50 |
| 166 | 30426119 | 55 | 9228 | $18.50 | 225 | 30427331 | 11 | 8857 | $18.50 | 284 | 30427302 | 41 | 8857 | $18.50 |
| 167 | 30426118 | 56 | 9228 | $18.50 | 226 | 30427330 | 12 | 8857 | $18.50 | 285 | 30427301 | 42 | 8857 | $18.50 |
| 168 | 30426117 | 57 | 9228 | $18.50 | 227 | 30427329 | 13 | 8857 | $18.50 | 286 | 30427101 | 43 | 8857 | $18.50 |
| 169 | 30426116 | 58 | 9228 | $18.50 | 228 | 30427328 | 14 | 8857 | $18.50 | 287 | 30427102 | 44 | 8857 | $18.50 |
| 170 | 30426115 | 59 | 9228 | $18.50 | 229 | 30423203 | 15 | 8857 | $18.50 | 288 | 30427103 | 45 | 8857 | $18.50 |
| 171 | 30426114 | 60 | 9228 | $18.50 | 230 | 30427327 | 16 | 8857 | $18.50 | 289 | 30427104 | 46 | 8857 | $18.50 |
| 172 | 30426113 | 61 | 9228 | $18.50 | 231 | 30427326 | 17 | 8857 | $18.50 | 290 | 30427105 | 47 | 8857 | $18.50 |
| 173 | 30426112 | 62 | 9228 | $18.50 | 232 | 30427325 | 18 | 8857 | $18.50 | 291 | 30427106 | 48 | 8857 | $18.50 |
| 174 | 30426111 | 63 | 9228 | $18.50 | 233 | 30427324 | 19 | 8857 | $18.50 | 292 | 30427107 | 49 | 8857 | $18.50 |
| 175 | 30426110 | 64 | 9228 | $18.50 | 234 | 30427323 | 20 | 8857 | $18.50 | 293 | 30427108 | 50 | 8857 | $18.50 |
| 176 | 30426109 | 65 | 9228 | $18.50 | 235 | 30427322 | 21 | 8857 | $18.50 | 294 | 30427109 | 51 | 8857 | $18.50 |
| 177 | 30426108 | 66 | 9228 | $18.50 | 236 | 30427321 | 22 | 8857 | $18.50 | 295 | 30427110 | 52 | 8857 | $18.50 |
| 178 | 30426107 | 67 | 9228 | $18.50 | 237 | 30427208 | 78 | 8857 | $18.50 | 296 | 30427111 | 53 | 8857 | $18.50 |
| 179 | 30426106 | 68 | 9228 | $18.50 | 238 | 30427209 | 79 | 8857 | $18.50 | 297 | 30427112 | 54 | 8857 | $18.50 |

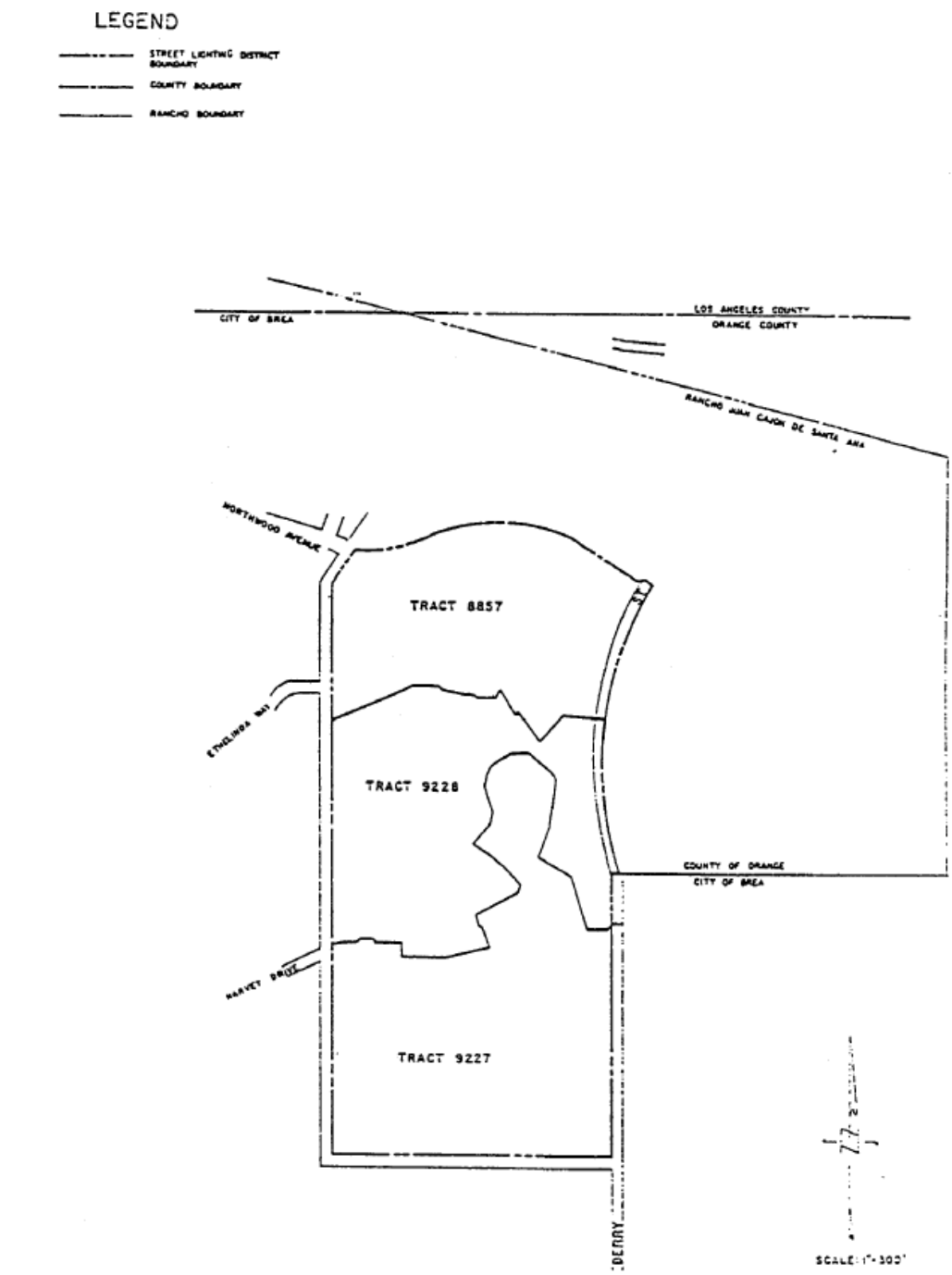
# PART E
# ASSESSMENT DISTRICTS' BOUNDARIES

A diagram of the boundaries of Lighting Maintenance District No. 2 is included herein.

District No. 2 is generally located west of Berry Street, north of Central Avenue, and south of Northwood Avenue.

The boundaries of District No. 2 are described as "being the boundary of Annexation No. 8-74 to the City of Brea, County of Orange, State of California."

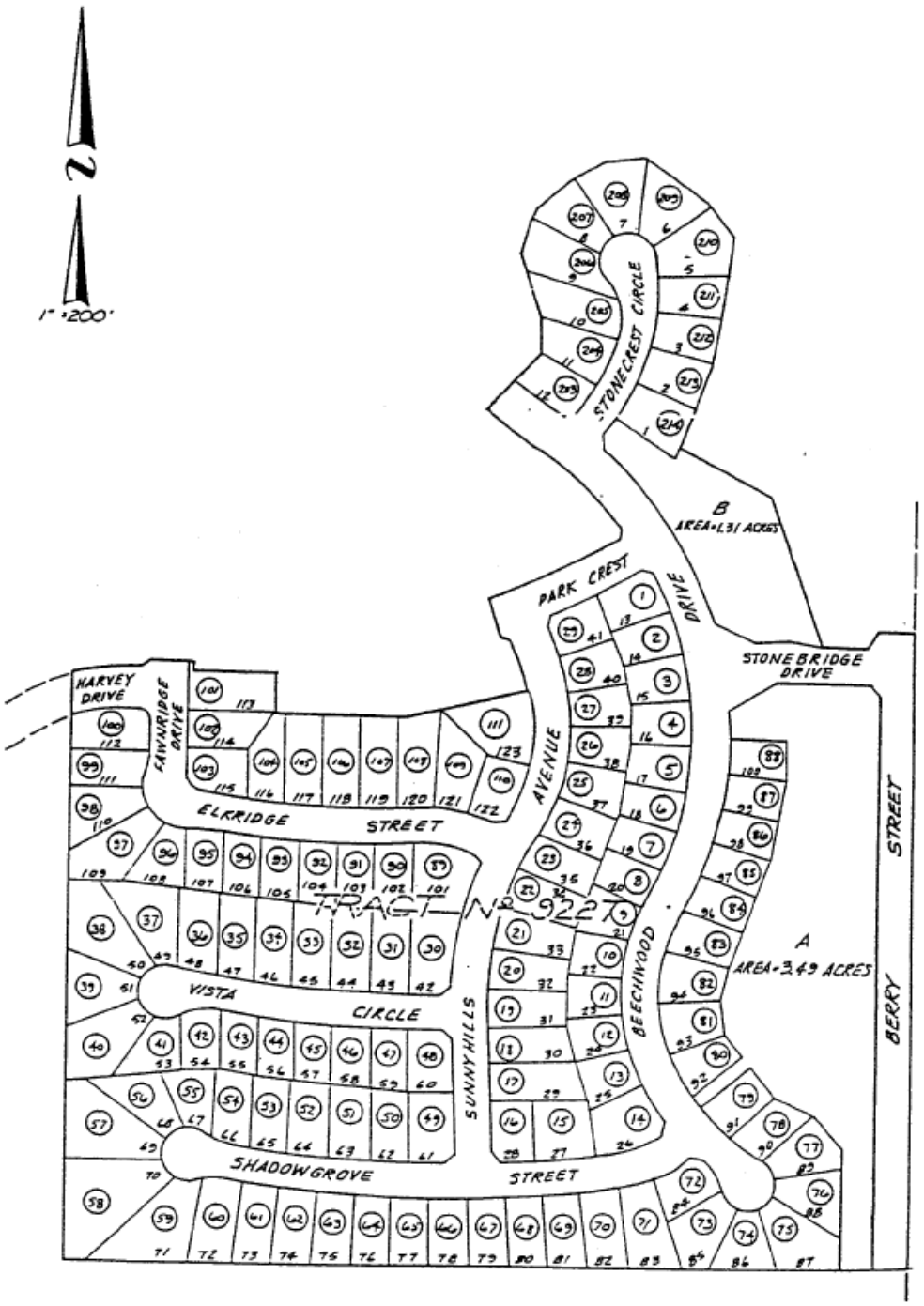
Also, the lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the Assessor of the County of Orange for fiscal year 2024-25. The Assessor's maps and records are incorporated by reference herein and made part of this report.




# ASSESSMENT DIAGRAM BOUNDRIES
# STREET LIGHTING DISTRICT NO. 2

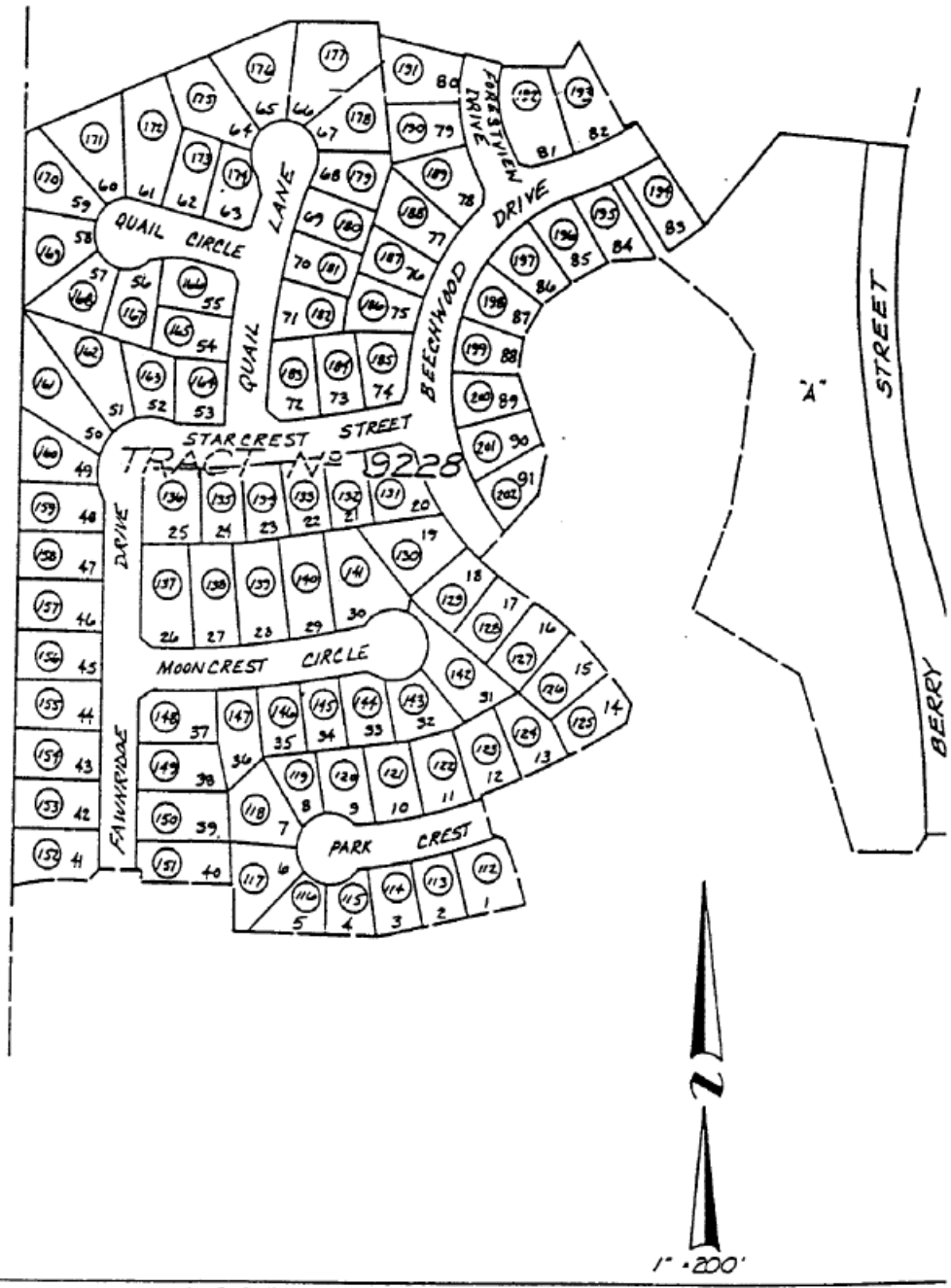
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

SHEET 1 OF



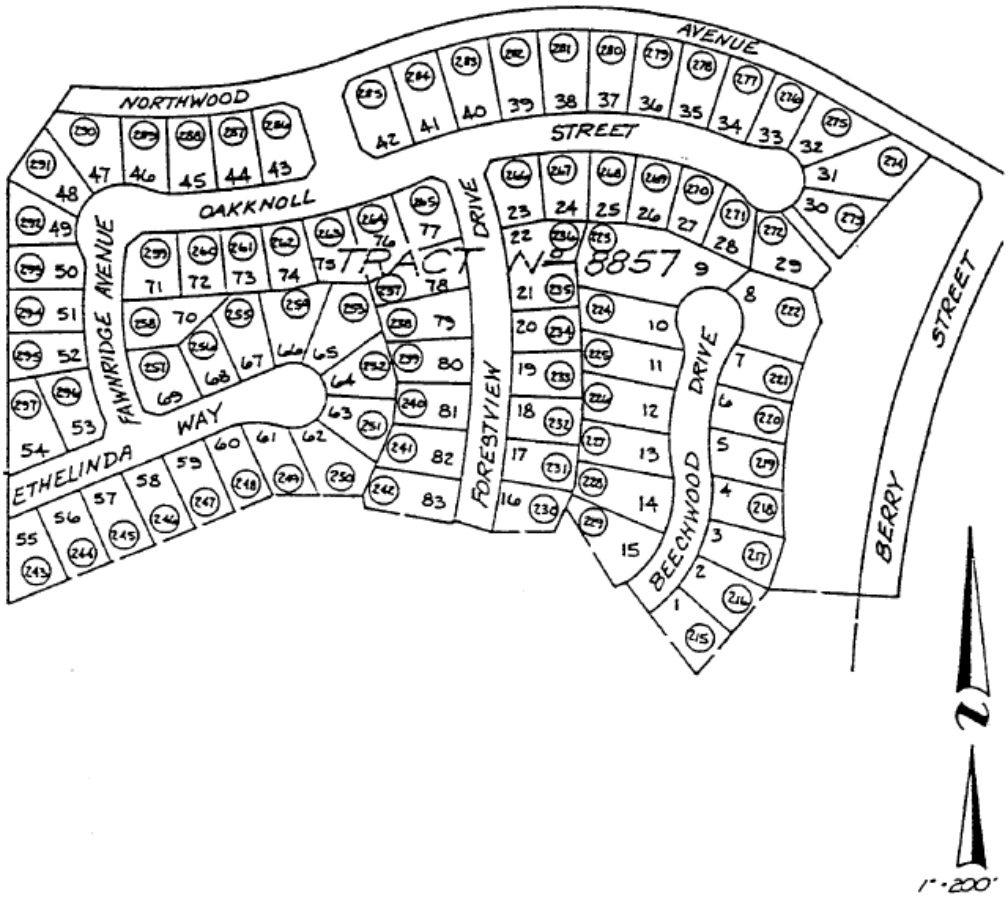

ASSESSMENT DIAGRAM
TO
CITY OF BREA STREET LIGHTING ASSESSMENT
DISTRICT Nº 2

SHEET 2 OF




# ASSESSMENT DIAGRAM
# TO
# CITY OF BREA STREET LIGHTING ASSESSMENT
# DISTRICT Nº 2

SHEET 3C




ASSESSMENT DIAGRAM
TO
CITY OF BREA STREET LIGHTING ASSESSMENT
DISTRICT Nº 2 SHEET 40

# Landscape and Lighting Maintenance District No. 3

# City of Brea

**Prepared under the authority of the**
**Landscape and Lighting Act of 1972**
**Streets and Highways Code**
**State of California**

## Fiscal Year 2024-25

**Submitted by:**

**Michael Ho**
**Director of Public Works**

**April 16, 2024**

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CITY of BREA

April 16, 2024

Honorable Mayor and City Council
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

**Re: Engineer's Report, Landscape & Lighting Maintenance District No. 3**

Transmitted herewith for your review and consideration is a report entitled, "Landscape and Lighting Maintenance District No. 3, City of Brea."

This report has been prepared in accordance with the Landscape and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code. The report includes all the requirements of the Landscape and Lighting Act of 1972 and the Streets and Highways Code, with particular reference to annual assessments after formation thereof of the District.

The report is submitted herewith for consideration at your next meeting to set a hearing date for the purpose of levying an annual assessment (Streets and Highways Code, Section 22620 to Section 22631).

Respectfully submitted,

Michael Ho, P.E., Director
Public Works Department

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

# Introduction and Background

## Introduction:

This report has been prepared and is submitted for consideration by the City Council of the City of Brea under the authority of the Landscaping and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code, Article XIIID of the California Constitution, and the Proposition 218 Omnibus Implementation Act.

## Background:

The City Council of the City of Brea adopted Resolution No. 78-77 on July 5, 1978 creating Lighting and Maintenance District No. 3. This Lighting and Maintenance District was a condition of development for Tract No. 8242 in the City of Brea.

Tract No. 8242 was planned and has been developed adjacent to a 40-foot MWD easement for the MWD Lower Feeder, which diagonally traverses the property limits of Tract No. 8242.

This MWD easement was graded (within the limits of MWD specifications) and landscaped (under conditions of development) to act as a greenbelt trail area for the residents of the tract.

In addition to the MWD easement greenbelt, another landscaping greenbelt area was completed in a 20-foot easement adjacent to Birch Street.

In order to assure the maintenance of the greenbelts and the payment of fees for maintaining the greenbelt and the cost of energy for theme lighting, a condition of development was the requirement that a Lighting and Maintenance District be formed over the entire limits of Tract No. 8242.

In FY 2003-04, the property owners submitted ballots and approved an increase in assessment rate. Included in that balloting was an annual CPI escalator which allows the assessment rate to keep up with the cost of living. The annual escalator sets the maximum rate that the properties might be assessed.

The purpose of this report is to be utilized by the City Staff, the City Council, and the County Assessor in the levy and collection of an annual assessment after formation of an assessment district under the requirements of the Landscaping and Lighting Act of 1972 (State of California and Highways Code, Section 22620 to 22631).

# PART A
# PLANS AND SPECIFICATIONS

The facilities, which consist of greenbelt areas and theme lighting, will be operated, serviced and maintained as generally described as follows:

Landscaping and Appurtenant Facilities
Facilities include but are not limited to: landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalk maintenance resulting from landscape growth and appurtenant facilities, in public street and sidewalk rights-of-way, including medians, parkways and dedicated easements within the boundaries of the Assessment District.

Lighting, Traffic Signals and Appurtenant Facilities
Facilities include but are not limited to: Poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting and traffic signals in public street and sidewalk rights-of-way and dedicated easements within the boundaries of the Assessment District.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the landscaping, public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public lighting facilities or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of the landscaping or appurtenant facilities.

The plans and specifications for the improvements, showing and describing the general nature, location, and the extent of the improvements, are on file in the office of the Director of Public Works and are incorporated herein by reference.

# PART B
# ESTIMATE OF COST

The estimated cost of the operation, servicing and maintenance of the landscape and lighting improvements for Fiscal Year 2024-25, as described in Part A, are summarized herein and described below.

## MAINTENANCE DISTRICT # 3 - ANNUAL COST FACTORS

| | | |
|---|---|---|
| **Acct #** | **Description** | **FY 24-25 Est.** |
| **1. Fixed Costs** | | **Expenses** |
| 4111 | Salaries & Benefits | $12,205 |
| 4113 | Overtime | $102 |
| 4243 | Engineering | $0 |
| 4244 | Legal | $75 |
| 4412 | Property Tax Collection | $100 |
| | **Fixed Costs Totals** | **$12,482** |
| **2. ROUTINE COSTS** | | |
| 4211 | Postage | $184 |
| 4249 | Professional Svc-Other | $34,000 |
| 4261 | Svc/Repairs to Equipment | $1,530 |
| 4266 | Contract Services/Grounds Maintenance | $30,192 |
| 4282 | Electricity | $2,385 |
| 4285 | Water | $23,664 |
| 4337 | Electrical Supplies & Parts | $100 |
| 4339 | Construction & Maintenance/Other | $2,060 |
| 4379 | Nursery Supplies | $255 |
| 4441 | Miscellaneous Expense | $100 |
| 5800 | Insurance and Other Expenses | $1,208 |
| | **Routine Costs Totals** | **$95,678** |
| | **Total Costs (Fixed & Routine)** | **$108,160** |
| | **Est. Fund Balance as of 1-Jul-2024** | **$21,476** |
| | **Projected Reserve Balance 30-Jun-2025** | **$22,461** |
| | **FY 2024-25 Annual Assessments** | **$109,145** |

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the Districts. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the Districts by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

# PART C
# METHOD OF APPORTIONMENT OF ASSESSMENT

## GENERAL

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include construction, operation, maintenance and servicing of street lights, traffic signals and landscaping.

Section 22573 of the Landscaping and Lighting Act of 1972 (the 1972 Act) requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

> "The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" based on the actual benefit rather than a "special tax."

In addition, Proposition 218, the "Right to Vote on Taxes Act" which was approved on the November 1996 Statewide ballot and added Article XIIID to the California Constitution, requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. XIIID provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. XIIID also requires that publicly owned property which benefit from the improvements be assessed.

## SPECIAL BENEFIT ANALYSIS

**Street Landscaping, Slopes and Greenbelts.** Trees, landscaping, hardscaping and appurtenant facilities, if well maintained, provide beautification, shade and enhancement of the desirability of the surroundings, and therefore increase property value.

In Parkways and Land Values, written by John Nolan and Henry V. Hubbard in 1937, it is stated:

> "... there is no lack of opinion, based on general principals and experience and common sense, that parkways *do in fact add value* to property, even though the amount cannot be determined exactly.... Indeed, in most cases where public money has been spent for parkways the assumption has been definitely made that the proposed parkway will show a *provable* financial profit to the City. It has been believed that the establishment of parkways causes a rise in real estate values throughout the City, or in parts of the City,..."

It should be noted that the definition of "parkways" above may include the roadway as well as the landscaping alongside the roadway.

The ongoing operation and maintenance of the street landscaping, slopes and greenways within the district, as identified in Part A of this Report, provide beautification to the areas that result in a special benefit to the parcels within the tracts adjacent to the improvements. If these landscaped areas were not properly maintained, the tract would be blighted.

**Theme Lighting.** Proper maintenance and operation of pedestrian and street lights benefit all properties within the District by providing security, safety and community character and vitality as outlined below. Streetlights provide only incidental benefits to motorists traveling to, from or through the area.

**BENEFITS OF STREET LIGHTING**

**Security and Safety**
- Mitigates crime
- Alleviates the fear of crime
- Enhances safe ingress/egress to property

**Community Character and Vitality**
- Promotes social interaction
- Contributes to a positive nighttime visual image

## ASSESSMENT METHODOLOGY

The parcels of land in the District are single family residential (SFR) lots, with each of these lots benefiting equally from the improvements being maintained. Therefore, the costs associated with the landscaping and lighting within and directly adjacent to the tract will be apportioned on a residential lot basis as follows:

$109,145.28/ 188 SFR's = $580.56 / SFR

**This assessment rate is the maximum rate.** This maximum assessment rate will be increased each year by the annual change in the Consumer Price Index (CPI), All Urban Consumers, for the Los Angeles, Long Beach and Anaheim areas. The actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum assessment rate without receiving property owner approval for the increase. The calculation for the maximum assessment rate is provided in the table below. The increase in CPI for FY 2024-25 is 3.5%.

| Maximum Assessment Rate Calculation | | |
|---|---|---|
| **Fiscal Year** | **CPI Increase** | **Maximum Assessment** |
| FY 2003-04 | | $336.27 / SFR |
| FY 2004-05 | 1.8% | $342.32 / SFR |
| FY 2005-06 | 4.4% | $357.39 / SFR |
| FY 2006-07 | 4.5% | $373.47 / SFR |
| FY 2007-08 | 4.3% | $389.53 / SFR |
| FY 2008-09 | 3.3% | $402.38 / SFR |
| FY 2009-10 | 3.5% | $416.47 / SFR |
| FY 2010-11 | 0% | $416.47 / SFR |
| FY 2011-12 | 1.2% | $421.47 / SFR |
| FY 2012-13 | 2.7% | $432.85 / SFR |
| FY 2013-14 | 2% | $441.51 / SFR |
| FY 2014-15 | 1.1% | $446.37 / SFR |
| FY 2015-16 | .7% | $449.49 / SFR |
| FY 2016-17 | 2% | $458.48 / SFR |
| FY 2017-18 | 1.9% | $467.19 / SFR |
| FY 2018-19 | 2.8% | $480.27 / SFR |
| FY2019-20 | 3.2% | $495.64 / SFR |
| FY2020-21 | 3.1% | $511.00/SFR |
| FY 2021-22 | 1.6% | $519.18/SFR |
| FY 2022-23 | 6.6% | $553.44/SFR |
| FY 2023-24 | 4.9% | $580.56/SFR |
| FY 2024-25 | 3.5% | $600.88/SFR |

# PART D
# ASSESSMENT ROLL

The amount of the total proposed assessment for Fiscal Year 2024-25 apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Orange County Assessor's Office, is contained in the Assessment Roll provided below.

The description of each lot or parcel is part of the Orange County assessment roll and this roll is, by reference, made part of this Report.

| AD # | APN | Lot | Tract | Asmt |
|---|---|---|---|---|
| 1 | 32026208 | 1 | 8242 | $580.56 |
| 2 | 32026209 | 2 | 8242 | $580.56 |
| 3 | 32026210 | 3 | 8242 | $580.56 |
| 4 | 32026211 | 4 | 8242 | $580.56 |
| 5 | 32026212 | 5 | 8242 | $580.56 |
| 6 | 32026213 | 6 | 8242 | $580.56 |
| 7 | 32026214 | 7 | 8242 | $580.56 |
| 8 | 32026215 | 8 | 8242 | $580.56 |
| 9 | 32025401 | 9 | 8242 | $580.56 |
| 10 | 32025402 | 10 | 8242 | $580.56 |
| 11 | 32025403 | 11 | 8242 | $580.56 |
| 12 | 32025404 | 12 | 8242 | $580.56 |
| 13 | 32025405 | 13 | 8242 | $580.56 |
| 14 | 32025406 | 14 | 8242 | $580.56 |
| 15 | 32025311 | 15 | 8242 | $580.56 |
| 16 | 32025309 | 16 | 8242 | $580.56 |
| 17 | 32025308 | 17 | 8242 | $580.56 |
| 18 | 32025307 | 18 | 8242 | $580.56 |
| 19 | 32025306 | 19 | 8242 | $580.56 |
| 20 | 32025305 | 20 | 8242 | $580.56 |
| 21 | 32025304 | 21 | 8242 | $580.56 |
| 22 | 32025303 | 22 | 8242 | $580.56 |
| 23 | 32025302 | 23 | 8242 | $580.56 |
| 24 | 32025301 | 24 | 8242 | $580.56 |
| 25 | 32025207 | 25 | 8242 | $580.56 |
| 26 | 32025208 | 26 | 8242 | $580.56 |
| 27 | 32025209 | 27 | 8242 | $580.56 |
| 28 | 32025210 | 28 | 8242 | $580.56 |
| 29 | 32025201 | 29 | 8242 | $580.56 |
| 30 | 32025202 | 30 | 8242 | $580.56 |
| 31 | 32025203 | 31 | 8242 | $580.56 |
| 32 | 32025204 | 32 | 8242 | $580.56 |
| 33 | 32024101 | 33 | 8242 | $580.56 |
| 34 | 32024102 | 34 | 8242 | $580.56 |
| 35 | 32024103 | 35 | 8242 | $580.56 |
| 36 | 32024104 | 36 | 8242 | $580.56 |
| 37 | 32024105 | 37 | 8242 | $580.56 |
| 38 | 32024106 | 38 | 8242 | $580.56 |
| 39 | 32024107 | 39 | 8242 | $580.56 |
| 40 | 32024108 | 40 | 8242 | $580.56 |
| 41 | 32024109 | 41 | 8242 | $580.56 |
| 42 | 32024110 | 42 | 8242 | $580.56 |
| 43 | 32024111 | 43 | 8242 | $580.56 |
| 44 | 32024112 | 44 | 8242 | $580.56 |
| 45 | 32024113 | 45 | 8242 | $580.56 |
| 46 | 32024114 | 46 | 8242 | $580.56 |
| 47 | 32024125 | 47 | 8242 | $580.56 |
| 48 | 32024126 | 48 | 8242 | $580.56 |
| 49 | 32024127 | 49 | 8242 | $580.56 |
| 50 | 32024128 | 50 | 8242 | $580.56 |
| 51 | 32024123 | 51 | 8242 | $580.56 |
| 52 | 32024124 | 52 | 8242 | $580.56 |
| 53 | 32024210 | 53 | 8242 | $580.56 |
| 54 | 32024209 | 54 | 8242 | $580.56 |
| 55 | 32024208 | 55 | 8242 | $580.56 |
| 56 | 32024207 | 56 | 8242 | $580.56 |
| 57 | 32024206 | 57 | 8242 | $580.56 |
| 58 | 32024205 | 58 | 8242 | $580.56 |
| 59 | 32024204 | 59 | 8242 | $580.56 |
| 60 | 32024203 | 60 | 8242 | $580.56 |
| 61 | 32024202 | 61 | 8242 | $580.56 |
| 62 | 32024201 | 62 | 8242 | $580.56 |
| 63 | 32024226 | 63 | 8242 | $580.56 |
| 64 | 32024225 | 64 | 8242 | $580.56 |
| 65 | 32024224 | 65 | 8242 | $580.56 |
| 66 | 32024223 | 66 | 8242 | $580.56 |
| 67 | 32024222 | 67 | 8242 | $580.56 |
| 68 | 32024221 | 68 | 8242 | $580.56 |
| 69 | 32024220 | 69 | 8242 | $580.56 |
| 70 | 32024219 | 70 | 8242 | $580.56 |
| 71 | 32024218 | 71 | 8242 | $580.56 |
| 72 | 32024217 | 72 | 8242 | $580.56 |
| 73 | 32024216 | 73 | 8242 | $580.56 |
| 74 | 32024215 | 74 | 8242 | $580.56 |
| 75 | 32024214 | 75 | 8242 | $580.56 |
| 76 | 32024213 | 76 | 8242 | $580.56 |

| AD # | APN | Lot | Tract | Asmt |
|---|---|---|---|---|
| 77 | 32024212 | 77 | 8242 | $580.56 |
| 78 | 32024211 | 78 | 8242 | $580.56 |
| 79 | 32025138 | 79 | 8242 | $580.56 |
| 80 | 32025137 | 80 | 8242 | $580.56 |
| 81 | 32025136 | 81 | 8242 | $580.56 |
| 82 | 32025135 | 82 | 8242 | $580.56 |
| 83 | 32025134 | 83 | 8242 | $580.56 |
| 84 | 32025133 | 84 | 8242 | $580.56 |
| 85 | 32025132 | 85 | 8242 | $580.56 |
| 86 | 32025131 | 86 | 8242 | $580.56 |
| 87 | 32025130 | 87 | 8242 | $580.56 |
| 88 | 32025129 | 88 | 8242 | $580.56 |
| 89 | 32025128 | 89 | 8242 | $580.56 |
| 90 | 32025127 | 90 | 8242 | $580.56 |
| 91 | 32025126 | 91 | 8242 | $580.56 |
| 92 | 32025125 | 92 | 8242 | $580.56 |
| 93 | 32025124 | 93 | 8242 | $580.56 |
| 94 | 32025123 | 94 | 8242 | $580.56 |
| 95 | 32025122 | 95 | 8242 | $580.56 |
| 96 | 32025121 | 96 | 8242 | $580.56 |
| 97 | 32025120 | 97 | 8242 | $580.56 |
| 98 | 32025119 | 98 | 8242 | $580.56 |
| 99 | 32025118 | 99 | 8242 | $580.56 |
| 100 | 32025117 | 100 | 8242 | $580.56 |
| 101 | 32025116 | 101 | 8242 | $580.56 |
| 102 | 32025115 | 102 | 8242 | $580.56 |
| 103 | 32024301 | 103 | 8242 | $580.56 |
| 104 | 32024302 | 104 | 8242 | $580.56 |
| 105 | 32024302 | 105 | 8242 | $580.56 |
| 106 | 32024304 | 106 | 8242 | $580.56 |
| 107 | 32026250 | 107 | 8242 | $580.56 |
| 108 | 32026251 | 108 | 8242 | $580.56 |
| 109 | 32026252 | 109 | 8242 | $580.56 |
| 110 | 32026253 | 110 | 8242 | $580.56 |
| 111 | 32025114 | 111 | 8242 | $580.56 |
| 112 | 32025113 | 112 | 8242 | $580.56 |
| 113 | 32025112 | 113 | 8242 | $580.56 |
| 114 | 32025111 | 114 | 8242 | $580.56 |
| 115 | 32025109 | 115 | 8242 | $580.56 |
| 116 | 32025108 | 116 | 8242 | $580.56 |
| 117 | 32025107 | 117 | 8242 | $580.56 |
| 118 | 32025106 | 118 | 8242 | $580.56 |
| 119 | 32025105 | 119 | 8242 | $580.56 |
| 120 | 32025104 | 120 | 8242 | $580.56 |
| 121 | 32025103 | 121 | 8242 | $580.56 |
| 122 | 32025102 | 122 | 8242 | $580.56 |
| 123 | 32025101 | 123 | 8242 | $580.56 |
| 124 | 32026242 | 124 | 8242 | $580.56 |
| 125 | 32026243 | 125 | 8242 | $580.56 |
| 126 | 32026244 | 126 | 8242 | $580.56 |
| 127 | 32026245 | 127 | 8242 | $580.56 |
| 128 | 32026246 | 128 | 8242 | $580.56 |
| 130 | 32026248 | 130 | 8242 | $580.56 |
| 131 | 32026249 | 131 | 8242 | $580.56 |
| 132 | 32024305 | 132 | 8242 | $580.56 |
| 133 | 32024306 | 133 | 8242 | $580.56 |
| 134 | 32024307 | 134 | 8242 | $580.56 |
| 135 | 32024308 | 135 | 8242 | $580.56 |
| 136 | 32024309 | 136 | 8242 | $580.56 |
| 137 | 32024310 | 137 | 8242 | $580.56 |
| 138 | 32024401 | 138 | 8242 | $580.56 |
| 139 | 32024402 | 139 | 8242 | $580.56 |
| 140 | 32024403 | 140 | 8242 | $580.56 |
| 141 | 32024404 | 141 | 8242 | $580.56 |
| 142 | 32024405 | 142 | 8242 | $580.56 |
| 143 | 32024406 | 143 | 8242 | $580.56 |
| 144 | 32024407 | 144 | 8242 | $580.56 |
| 145 | 32026234 | 145 | 8242 | $580.56 |
| 146 | 32026235 | 146 | 8242 | $580.56 |
| 147 | 32026236 | 147 | 8242 | $580.56 |
| 148 | 32026237 | 148 | 8242 | $580.56 |
| 149 | 32026238 | 149 | 8242 | $580.56 |
| 150 | 32026239 | 150 | 8242 | $580.56 |
| 151 | 32026240 | 151 | 8242 | $580.56 |
| 152 | 32026241 | 152 | 8242 | $580.56 |
| 153 | 32026217 | 153 | 8242 | $580.56 |
| 154 | 32026218 | 154 | 8242 | $580.56 |
| 155 | 32026319 | 155 | 8242 | $580.56 |
| 156 | 32026220 | 156 | 8242 | $580.56 |
| 157 | 32026221 | 157 | 8242 | $580.56 |
| 158 | 32026227 | 158 | 8242 | $580.56 |
| 159 | 32026228 | 159 | 8242 | $580.56 |
| 160 | 32026229 | 160 | 8242 | $580.56 |
| 161 | 32026230 | 161 | 8242 | $580.56 |
| 162 | 32026231 | 162 | 8242 | $580.56 |
| 163 | 32026232 | 163 | 8242 | $580.56 |
| 164 | 32026233 | 164 | 8242 | $580.56 |
| 165 | 32026222 | 165 | 8242 | $580.56 |
| 166 | 32026223 | 166 | 8242 | $580.56 |
| 167 | 32026224 | 167 | 8242 | $580.56 |
| 168 | 32026225 | 168 | 8242 | $580.56 |
| 169 | 32026226 | 169 | 8242 | $580.56 |
| 170 | 32026206 | 170 | 8242 | $580.56 |
| 171 | 32026205 | 171 | 8242 | $580.56 |
| 172 | 32026204 | 172 | 8242 | $580.56 |
| 173 | 32026203 | 173 | 8242 | $580.56 |
| 174 | 32026202 | 174 | 8242 | $580.56 |
| 175 | 32026201 | 175 | 8242 | $580.56 |

| AD # | APN | Lot | Tract | Asmt |
|---|---|---|---|---|
| 176 | 32026101 | 176 | 8242 | $580.56 |
| 177 | 32026102 | 177 | 8242 | $580.56 |
| 178 | 32026103 | 178 | 8242 | $580.56 |
| 179 | 32026104 | 179 | 8242 | $580.56 |
| 180 | 32026105 | 180 | 8242 | $580.56 |
| 181 | 32026106 | 181 | 8242 | $580.56 |
| 182 | 32026107 | 182 | 8242 | $580.56 |
| 183 | 32026108 | 183 | 8242 | $580.56 |
| 184 | 32026109 | 184 | 8242 | $580.56 |
| 185 | 32026110 | 185 | 8242 | $580.56 |
| 186 | 32026111 | 186 | 8242 | $580.56 |
| 187 | 32026112 | 187 | 8242 | $580.56 |
| 188 | 32026113 | 188 | 8242 | $580.56 |

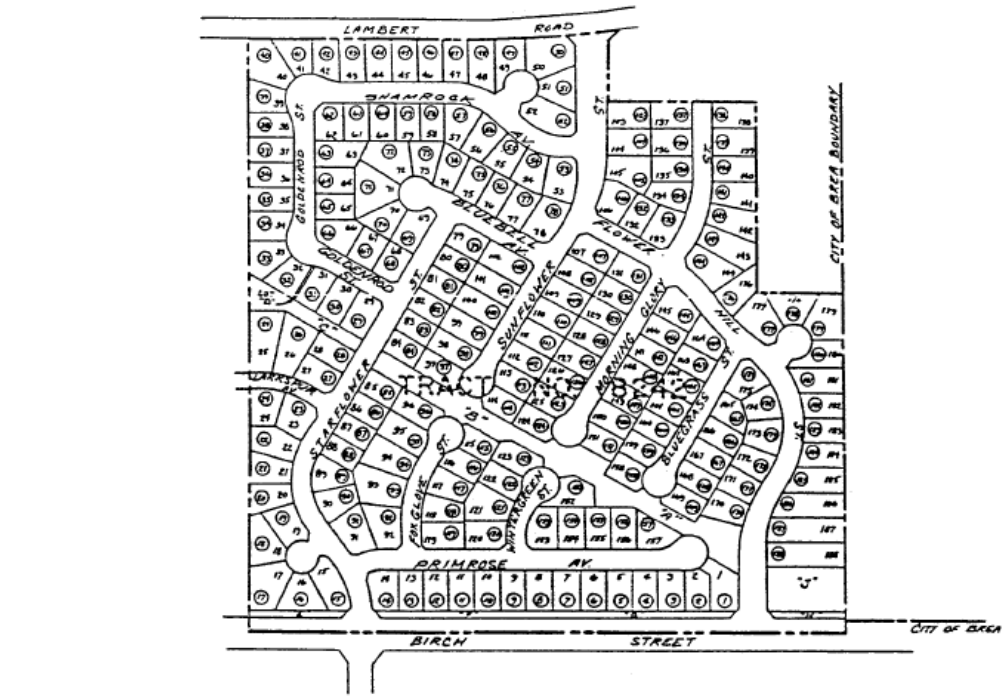
# PART E
# ASSESSMENT DISTRICTS' BOUNDARIES

A diagram of the boundaries of Landscape and Lighting Maintenance District No. 3 is included herein.

The boundaries of the District are described as being the blue border of Tract No. 8242, as shown on a map recorded in Book 428, pages 19 through 24 of Miscellaneous Maps of Orange County, California.

Assessment Parcels 1 through 188 being also Lots 1 through 188 of Tract No. 8242.

Also, the lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the Assessor of the County of Orange for Fiscal Year 2024-25. The Assessor's maps and records are incorporated by reference herein and made part of this report.



SCALE 1"=200'

LEGEND

STREET LIGHTING DISTRICT BOUNDARY

CITY OF BREA BOUNDARY

12 LOT NUMBER

(17) ASSESSMENT NUMBER

# ASSESSMENT DIAGRAM BOUNDRIES
# STREET LIGHTING AND MAINTANENCE DISTRICT NO. 3

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

SHEET 1 OF 1

# Lighting Maintenance District No. 4

# City of Brea

**Prepared under the authority of the**
**Landscaping and Lighting Act of 1972**
**Streets and Highways Code**
**State of California**

## Fiscal Year 2024-25

**Submitted by:**

**Michael Ho**
**Director of Public Works**

**April 16, 2024**

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CITY of BREA

April 16, 2024

Honorable Mayor and City Council
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

**Re: Engineer's Report, Lighting Maintenance District No. 4**

Transmitted herewith for your review and consideration is a report entitled, "Lighting Maintenance District No. 4, City of Brea."

This report has been prepared in accordance with the Landscaping and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code. The report includes all the requirements of the Landscaping and Lighting Act of 1972 and the Streets and Highways Code, with particular reference to annual assessments after formation thereof of the District.

The report is submitted herewith for consideration at your next meeting to set a hearing date for the purpose of levying an annual assessment (Streets and Highways Code, Section 22620 to Section 22631).

Respectfully submitted,

Michael Ho, P.E., Director
Public Works Department

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

# Introduction and Background

## Introduction:

This report has been prepared and is submitted for consideration by the City Council of the City of Brea under the authority of the Landscaping and Landscaping and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code.

## Background:

The City Council of the City of Brea adopted Resolution No. 78-7 on January 3, 1978 approving Tentative Tract 9298 and the condition therefore for the improvement of Tentative Tract 9298.

On May 26, 1981, the City Council of the City of Brea by minute motion deleted paragraph AA of PC 91-77 of the Planning Commission of the City of Brea and ordered the creation of a lighting Maintenance District for Street Lighting only. No landscape maintenance requirements are included in this report, as the areas that are landscaped are being maintained by the Homeowners' Association under the requirements of the development upon the sale of any portion of Tentative Tract 9298. The formation of the district and the levy of the first annual assessment were completed in accordance with the requirements of the Landscaping and Lighting Act of 1972 on July 5, 1978, by City Council Resolution No. 78-76.

The purpose of this report is to be utilized by the staff, the City Council, and the County Assessor in the levy and collection of an annual assessment after formation of an assessment district under the requirements of the Landscaping and Lighting Act of 1972 (State of California Streets and Highways Code, Section 22620 to 22631).

# PART A
# PLANS AND SPECIFICATIONS

The facilities, which consist of street lighting, will be operated, serviced and maintained as generally described as follows:

Lighting, Traffic Signals and Appurtenant Facilities
Facilities include but are not limited to: Poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting and traffic signals in public street and sidewalk rights-of-way and dedicated easements within the boundaries of the Assessment District.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the public lighting facilities or appurtenant facilities; providing for the cleaning, sandblasting, and painting of poles and other improvements for general upkeep and to remove or cover graffiti.

Servicing means the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or appurtenant facilities.

The plans and specifications for the improvements, showing and describing the general nature, location, and the extent of the improvements, are on file in the office of the Director of Public Works and are incorporated herein by reference.

# PART B
# ESTIMATE OF COST

The estimated cost of the operation, servicing and maintenance of the street and sidewalk improvements for Fiscal Year 2024-25, as described in Part A, are summarized herein and described below.

## MAINTENANCE DISTRICT #4 – ANNUAL COST FACTORS

| | | |
|---|---|---|
| **Acct #** | **Description** | **FY 24-25 Est.** |
| **1. Fixed Costs** | | **Expenses** |
| 4111 | Salaries & Benefits | $1,330 |
| 4113 | Overtime | $102 |
| 4243 | Engineering | $0 |
| 4244 | Legal | $612 |
| 4412 | Property Tax Collection | $0 |
| | **Fixed Costs Totals** | **$2,044** |
| **2. ROUTINE COSTS** | | |
| 4211 | Postage | $105 |
| 4261 | Repairs to Equipment | $1,020 |
| 4337 | Electrical Supplies | $1,836 |
| 4441 | Miscellaneous Expense | $0 |
| 5800 | Insurance and Other Expenses | $142 |
| | **Routine Costs Totals** | **$3,103** |
| | **Total Costs (Fixed & Routine)** | **$5,147** |
| | **Est. Fund Balance as of 1-Jul-2024** | **$18,329** |
| | **Projected Reserve Balance 30-Jun-2025** | **$15,942** |
| | **FY 2024-25 Annual Assessments** | **$2,760** |

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the Districts. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the Districts by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

# PART C
# METHOD OF APPORTIONMENT OF ASSESSMENT

## GENERAL

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include construction, operation, maintenance and servicing of street lights, traffic signals and landscaping.

Section 22573 of the Landscaping and Landscaping and Lighting Act of 1972 (the 1972 Act) requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

> "The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" based on the actual benefit rather than a "special tax."

## ASSESSMENT METHODOLOGY

The Park Paseo Development project (Tract Numbers 10224, 10324, 10325, 10326, 10327 and 9298, all a portion of Tentative Tract No. 9298 in the City of Brea) was developed under conditions of development as required by the City Council of the City of Brea.

The parcels of land in the District are single family residential (SFR) lots, with each of these lots benefiting equally from the improvements being maintained. Therefore, the costs associated with the landscaping and lighting within and directly adjacent to the tract will be apportioned on a residential lot basis as follows:

$2,760 / 230 SFR's = $12.00 / SFR

# PART D
# ASSESSMENT ROLL

The amount of the total proposed assessment for Fiscal Year 2024-25 apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Orange County Assessor's Office, is contained in the Assessment Roll provided below.

The description of each lot or parcel is part of the Orange County assessment roll and this roll is, by reference, made part of this Report.

| AD # | APN | Lot | Tract | Asmt | AD # | APN | Lot | Tract | Asmt | AD # | APN | Lot | Tract | Asmt |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 32027131 | 1 | 10224 | $12.00 | 41 | 32027156 | 10 | 10324 | $12.00 | 81 | 32029208 | 19 | 10325 | $12.00 |
| 2 | 32027130 | 2 | 10224 | $12.00 | 42 | 32027157 | 11 | 10324 | $12.00 | 82 | 32029209 | 20 | 10325 | $12.00 |
| 3 | 32027129 | 3 | 10224 | $12.00 | 43 | 32027158 | 12 | 10324 | $12.00 | 83 | 32029210 | 21 | 10325 | $12.00 |
| 4 | 32027128 | 4 | 10224 | $12.00 | 44 | 32027159 | 13 | 10324 | $12.00 | 84 | 32029211 | 22 | 10325 | $12.00 |
| 5 | 32027127 | 5 | 10224 | $12.00 | 45 | 32027160 | 14 | 10324 | $12.00 | 85 | 32029212 | 23 | 10325 | $12.00 |
| 6 | 32027126 | 6 | 10224 | $12.00 | 46 | 32027161 | 15 | 10324 | $12.00 | 86 | 32029213 | 24 | 10325 | $12.00 |
| 7 | 32027125 | 7 | 10224 | $12.00 | 47 | 32027162 | 16 | 10324 | $12.00 | 87 | 32029214 | 25 | 10325 | $12.00 |
| 8 | 32027124 | 8 | 10224 | $12.00 | 48 | 32027163 | 17 | 10324 | $12.00 | 88 | 32029215 | 26 | 10325 | $12.00 |
| 9 | 32027123 | 9 | 10224 | $12.00 | 49 | 32027164 | 18 | 10324 | $12.00 | 89 | 32029201 | 27 | 10325 | $12.00 |
| 10 | 32027122 | 10 | 10224 | $12.00 | 50 | 32027165 | 19 | 10324 | $12.00 | 90 | 32029202 | 28 | 10325 | $12.00 |
| 11 | 32027121 | 11 | 10224 | $12.00 | 51 | 32027166 | 20 | 10324 | $12.00 | 91 | 32029203 | 29 | 10325 | $12.00 |
| 12 | 32027120 | 12 | 10224 | $12.00 | 52 | 32027167 | 21 | 10324 | $12.00 | 92 | 32029204 | 30 | 10325 | $12.00 |
| 13 | 32027119 | 13 | 10224 | $12.00 | 53 | 32027178 | 1 | 11827 | $12.00 | 93 | 32029205 | 31 | 10325 | $12.00 |
| 14 | 32027118 | 14 | 10224 | $12.00 | 54 | 32027179 | 2 | 11827 | $12.00 | 94 | 32029206 | 32 | 10325 | $12.00 |
| 15 | 32027117 | 15 | 10224 | $12.00 | 55 | 32027180 | 3 | 11827 | $12.00 | 95 | 32029207 | 33 | 10325 | $12.00 |
| 16 | 32027116 | 16 | 10224 | $12.00 | 56 | 32029143 | 4 | 11827 | $12.00 | 96 | 32029112 | 34 | 10325 | $12.00 |
| 17 | 32027115 | 17 | 10224 | $12.00 | 57 | 32029145 | 5 | 11827 | $12.00 | 97 | 32029148 | 10 | 11827 | $12.00 |
| 18 | 32027114 | 18 | 10224 | $12.00 | 58 | 32029144 | 6 | 11827 | $12.00 | 98 | 32029149 | 9 | 11827 | $12.00 |
| 19 | 32027113 | 19 | 10224 | $12.00 | 59 | 32029102 | 28 | 10324 | $12.00 | 99 | 32029150 | 19 | 11827 | $12.00 |
| 20 | 32027112 | 20 | 10224 | $12.00 | 60 | 32029107 | 29 | 10324 | $12.00 | 100 | 32029151 | 12 | 11827 | $12.00 |
| 21 | 32027111 | 21 | 10224 | $12.00 | 61 | 32029147 | 7 | 11827 | $12.00 | 101 | 32029152 | 11 | 11827 | $12.00 |
| 22 | 32027110 | 22 | 10224 | $12.00 | 62 | 32029146 | 8 | 11827 | $12.00 | 102 | 32029253 | 1 | 10326 | $12.00 |
| 23 | 32027109 | 23 | 10224 | $12.00 | 63 | 32029235 | 1 | 10325 | $12.00 | 103 | 32029254 | 2 | 10326 | $12.00 |
| 24 | 32027108 | 24 | 10224 | $12.00 | 64 | 32029236 | 2 | 10325 | $12.00 | 104 | 32029255 | 3 | 10326 | $12.00 |
| 25 | 32027107 | 25 | 10224 | $12.00 | 65 | 32029237 | 3 | 10325 | $12.00 | 105 | 32029256 | 4 | 10326 | $12.00 |
| 26 | 32027106 | 26 | 10224 | $12.00 | 66 | 32029238 | 4 | 10325 | $12.00 | 106 | 32029257 | 5 | 10326 | $12.00 |
| 27 | 32027105 | 27 | 10224 | $12.00 | 67 | 32029239 | 5 | 10325 | $12.00 | 107 | 32029258 | 6 | 10326 | $12.00 |
| 28 | 32027104 | 28 | 10224 | $12.00 | 68 | 32029231 | 6 | 10325 | $12.00 | 108 | 32029246 | 7 | 10326 | $12.00 |
| 29 | 32027103 | 29 | 10224 | $12.00 | 69 | 32029232 | 7 | 10325 | $12.00 | 109 | 32029247 | 8 | 10326 | $12.00 |
| 30 | 32027102 | 30 | 10224 | $12.00 | 70 | 32029233 | 8 | 10325 | $12.00 | 110 | 32029248 | 9 | 10326 | $12.00 |
| 31 | 32027101 | 31 | 10224 | $12.00 | 71 | 32029234 | 9 | 10325 | $12.00 | 111 | 32029249 | 10 | 10326 | $12.00 |
| 32 | 32027147 | 1 | 10324 | $12.00 | 72 | 32029216 | 10 | 10325 | $12.00 | 112 | 32029250 | 11 | 10326 | $12.00 |
| 33 | 32027148 | 2 | 10324 | $12.00 | 73 | 32029217 | 11 | 10325 | $12.00 | 113 | 32029251 | 12 | 10326 | $12.00 |
| 34 | 32027149 | 3 | 10324 | $12.00 | 74 | 32029218 | 12 | 10325 | $12.00 | 114 | 32029252 | 13 | 10326 | $12.00 |
| 35 | 32027150 | 4 | 10324 | $12.00 | 75 | 32029219 | 13 | 10325 | $12.00 | 115 | 32029240 | 14 | 10326 | $12.00 |
| 36 | 32027151 | 5 | 10324 | $12.00 | 76 | 32029220 | 14 | 10325 | $12.00 | 116 | 32029241 | 15 | 10326 | $12.00 |
| 37 | 32027152 | 6 | 10324 | $12.00 | 77 | 32029221 | 15 | 10325 | $12.00 | 117 | 32029242 | 16 | 10326 | $12.00 |
| 38 | 32027153 | 7 | 10324 | $12.00 | 78 | 32029222 | 16 | 10325 | $12.00 | 118 | 32029243 | 17 | 10326 | $12.00 |
| 39 | 32027154 | 8 | 10324 | $12.00 | 79 | 32029223 | 17 | 10325 | $12.00 | 119 | 32029244 | 18 | 10326 | $12.00 |
| 40 | 32027155 | 9 | 10324 | $12.00 | 80 | 32029224 | 18 | 10325 | $12.00 | 120 | 32029245 | 19 | 10326 | $12.00 |

| AD # | APN | Lot | Tract | Asmt | AD # | APN | Lot | Tract | Asmt |
|---|---|---|---|---|---|---|---|---|---|
| 121 | 32029225 | 20 | 10326 | $12.00 | 179 | 32031369 | 3 | 9298 | $12.00 |
| 122 | 32029226 | 21 | 10326 | $12.00 | 180 | 32031368 | 4 | 9298 | $12.00 |
| 123 | 32029227 | 22 | 10326 | $12.00 | 181 | 32031367 | 5 | 9298 | $12.00 |
| 124 | 32029228 | 23 | 10326 | $12.00 | 182 | 32031366 | 6 | 9298 | $12.00 |
| 125 | 32029229 | 24 | 10326 | $12.00 | 183 | 32031365 | 7 | 9298 | $12.00 |
| 126 | 32029230 | 25 | 10326 | $12.00 | 184 | 32031364 | 8 | 9298 | $12.00 |
| 127 | 32029153 | 16 | 11827 | $12.00 | 185 | 32031363 | 9 | 9298 | $12.00 |
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| 132 | 32029123 | 31 | 10326 | $12.00 | 190 | 32031358 | 14 | 9298 | $12.00 |
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| 141 | 32031104 | 6 | 10327 | $12.00 | 199 | 32031349 | 23 | 9298 | $12.00 |
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| 153 | 32031107 | 18 | 10327 | $12.00 | 211 | 32031337 | 35 | 9298 | $12.00 |
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| 165 | 32031307 | 30 | 10327 | $12.00 | 223 | 32031406 | 47 | 9298 | $12.00 |
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| 167 | 32031309 | 32 | 10327 | $12.00 | 225 | 32031408 | 49 | 9298 | $12.00 |
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| 169 | 32031389 | 34 | 10327 | $12.00 | 227 | 32031410 | 51 | 9298 | $12.00 |
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| 174 | 32031316 | 39 | 10327 | $12.00 | | | | | |
| 175 | 32031318 | 40 | 10327 | $12.00 | | | | | |
| 176 | 32031317 | 41 | 10327 | $12.00 | | | | | |
| 177 | 32031371 | 1 | 9298 | $12.00 | | | | | |
| 178 | 32031370 | 2 | 9298 | $12.00 | | | | | |

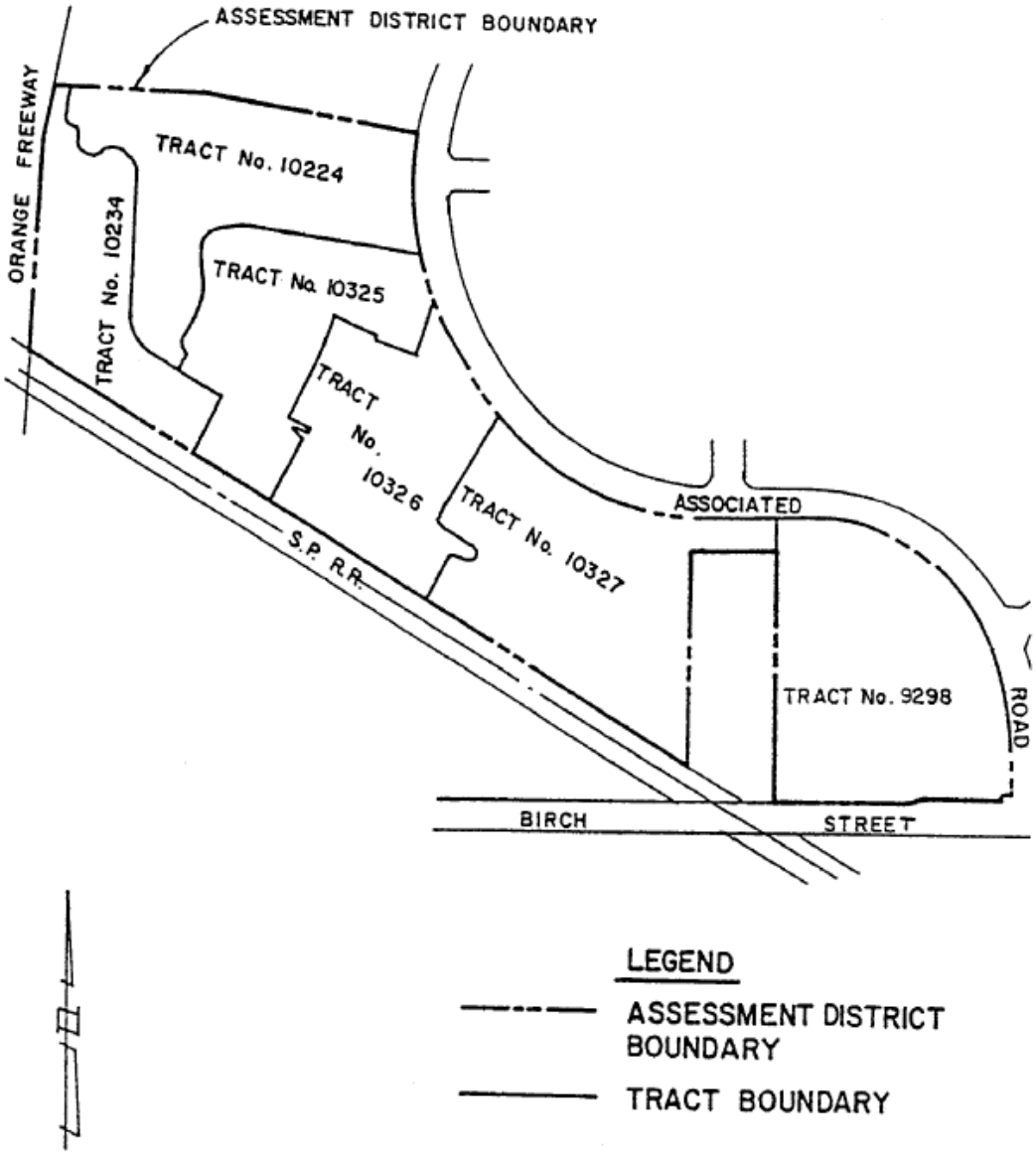
# PART E
# ASSESSMENT DISTRICTS' BOUNDARIES

A diagram of the boundaries of Lighting Maintenance District No. 4 is included herein.

District No. 4 is generally located east of the Orange Freeway, North of Birch Street and the Southern Pacific Railroad right of way and South and West of Associated Road. The lands within the District boundaries include Tract 10224, Tract 10324, Tract 10325, Tract 10326, Tract 10327 and Tract 9298 in the City of Brea, County of Orange, State of California. The entire Project is commonly known as "Park Paseo" project in the City of Brea.

The boundaries of the District are described as the North line of Tract 10224, the Easterly line of Tracts 10224 and Tract 10324, the Northerly line of Tracts 10326, Tract 10327 and Tract 9298, the Easterly line of Tract 9298 together with the South line of Tract 9298 and the Southerly line of Tract 10327, Tract 10326, Tract 10325, Tract 10324 and the West line and North line of Tract 10324 in the City of Brea, County of Orange, State of California.

Also, the lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the Assessor of the County of Orange for Fiscal Year 2024-25. The Assessor's maps and records are incorporated by reference herein and made part of this report.

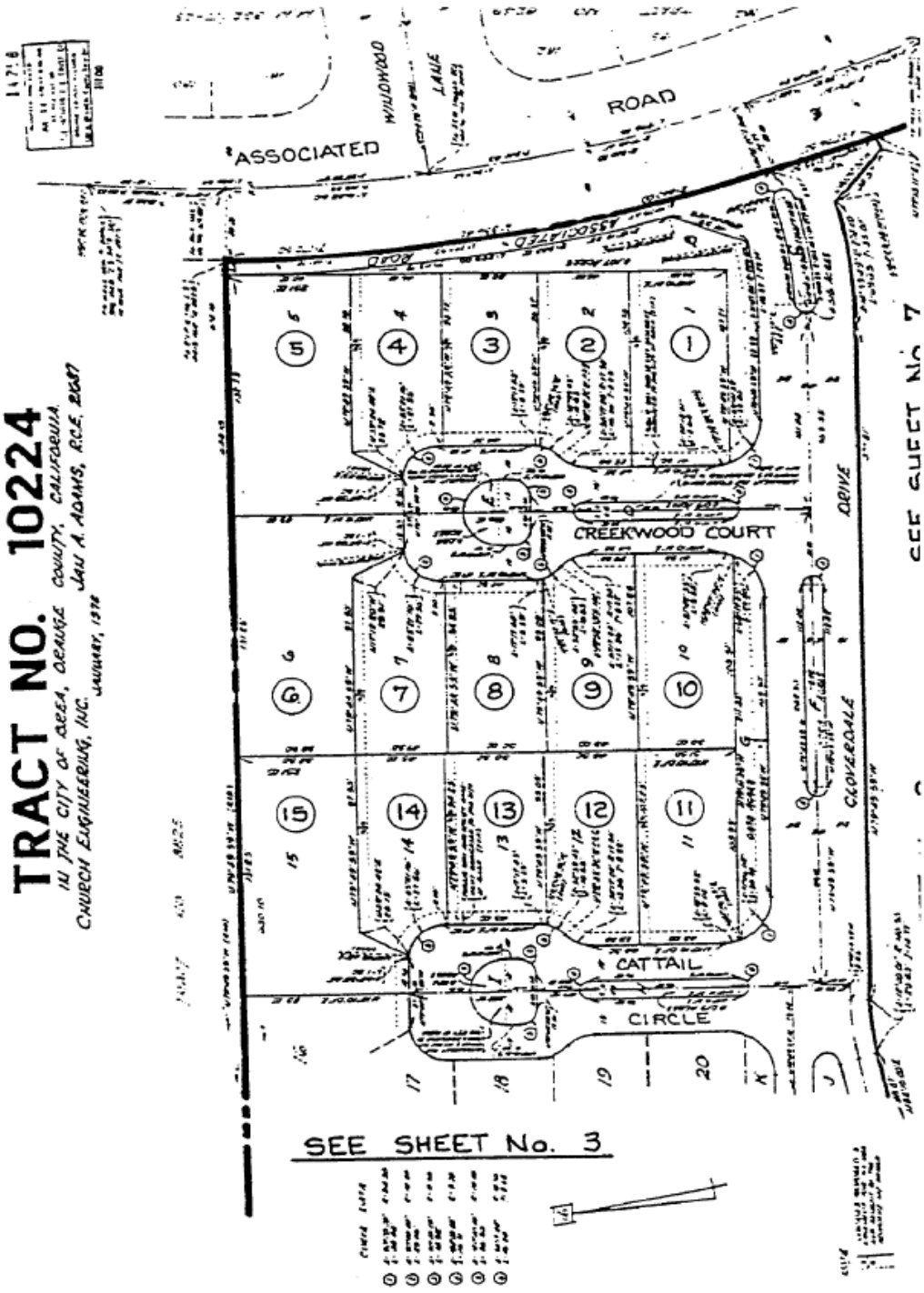



# ASSESSMENT DIAGRAM

## CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

SHEET 1 OF 17

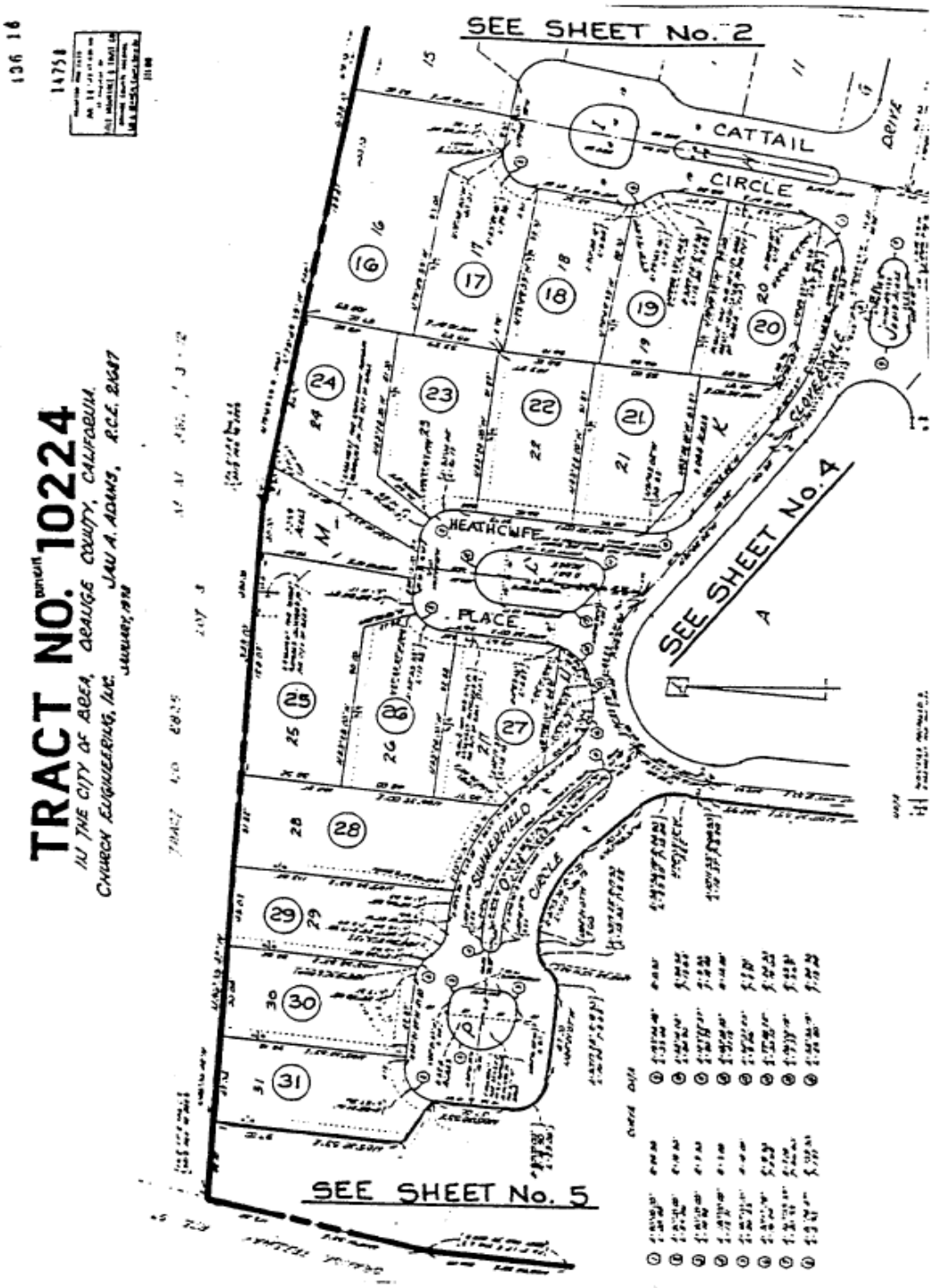



## ASSESSMENT DIAGRAM

## CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

SHEET 2 OF 1

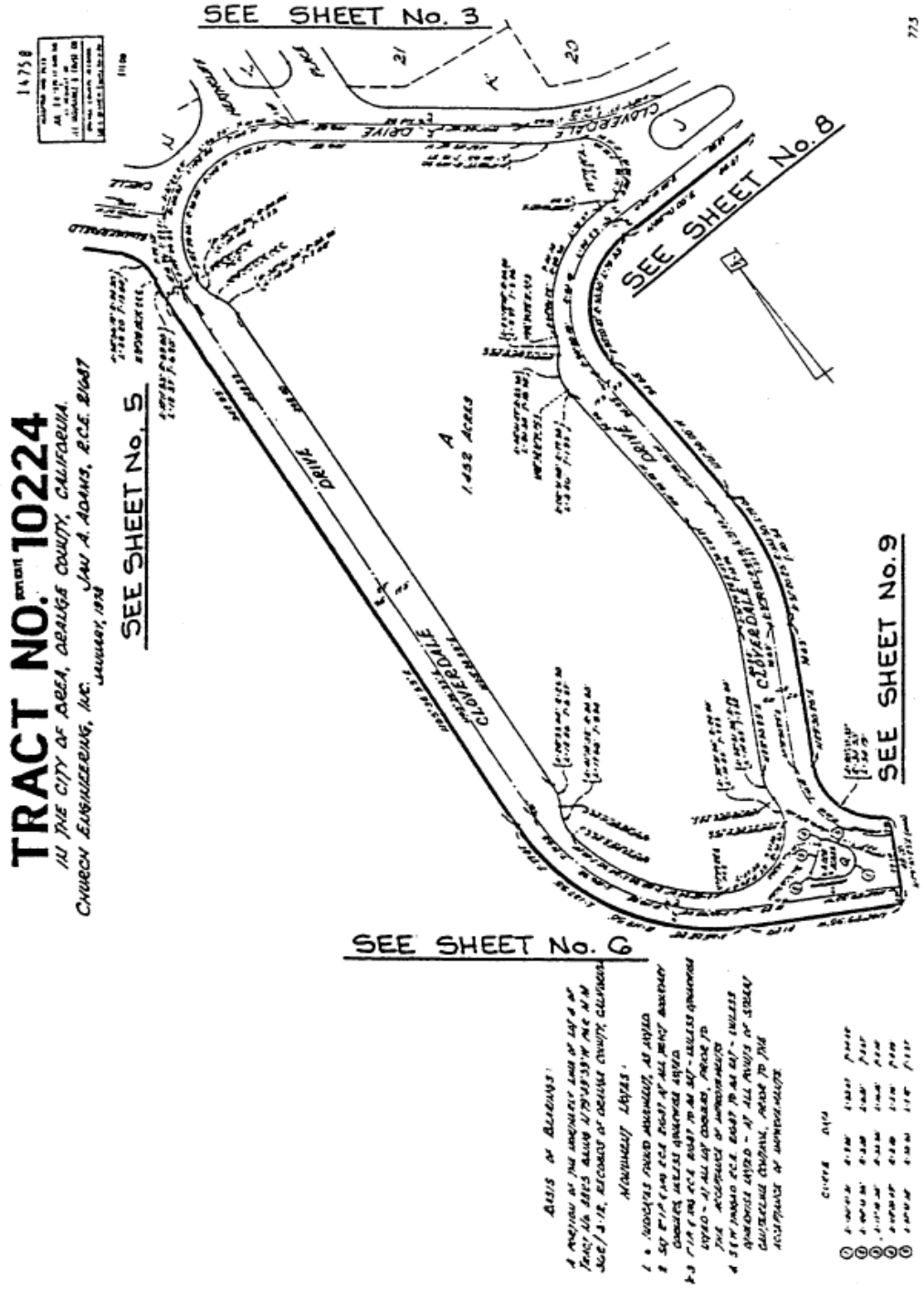



## ASSESSMENT DIAGRAM

## CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

SHEET 3 OF 17

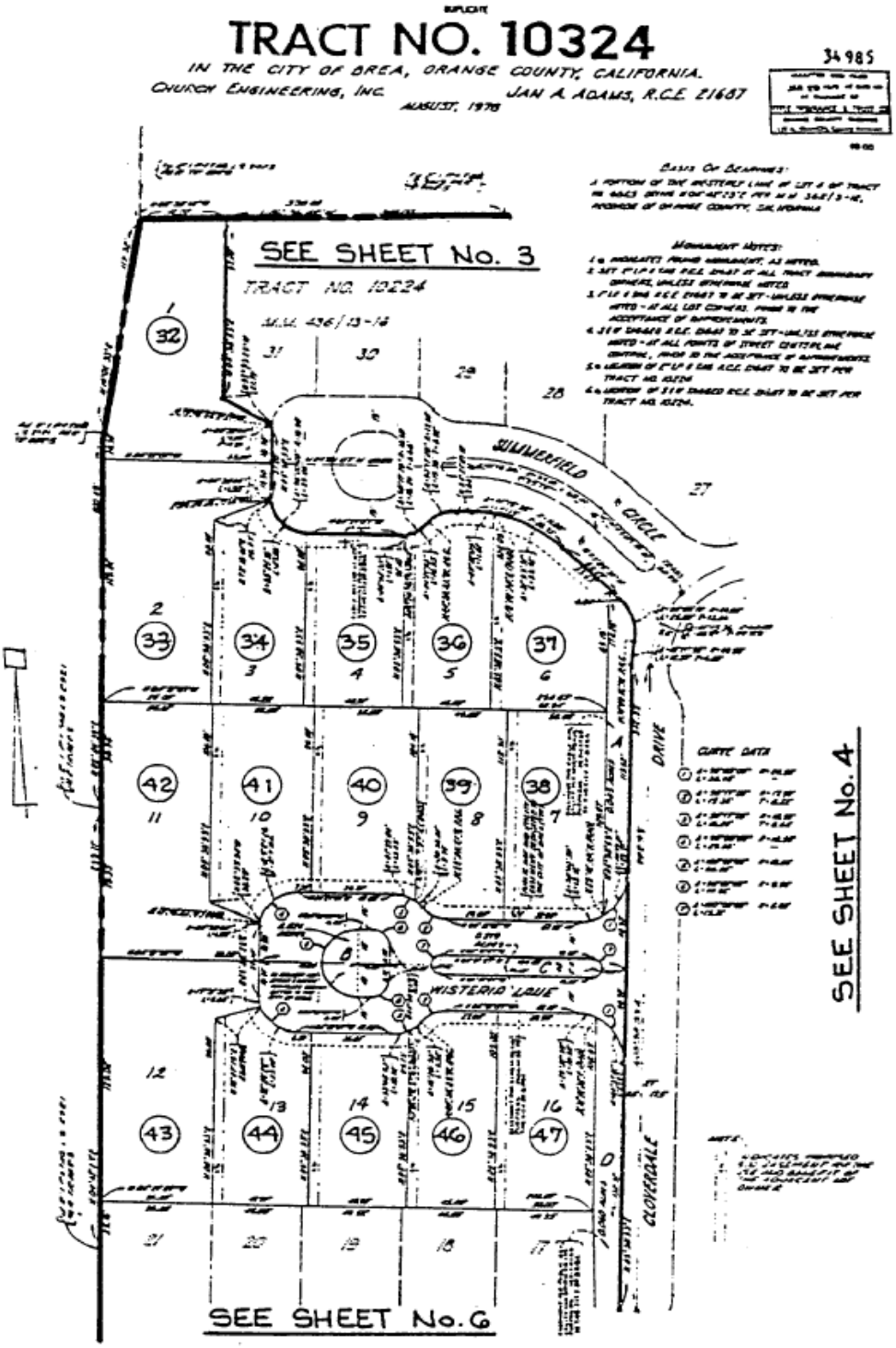



## ASSESSMENT DIAGRAM

## CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

SHEET 4 OF 17

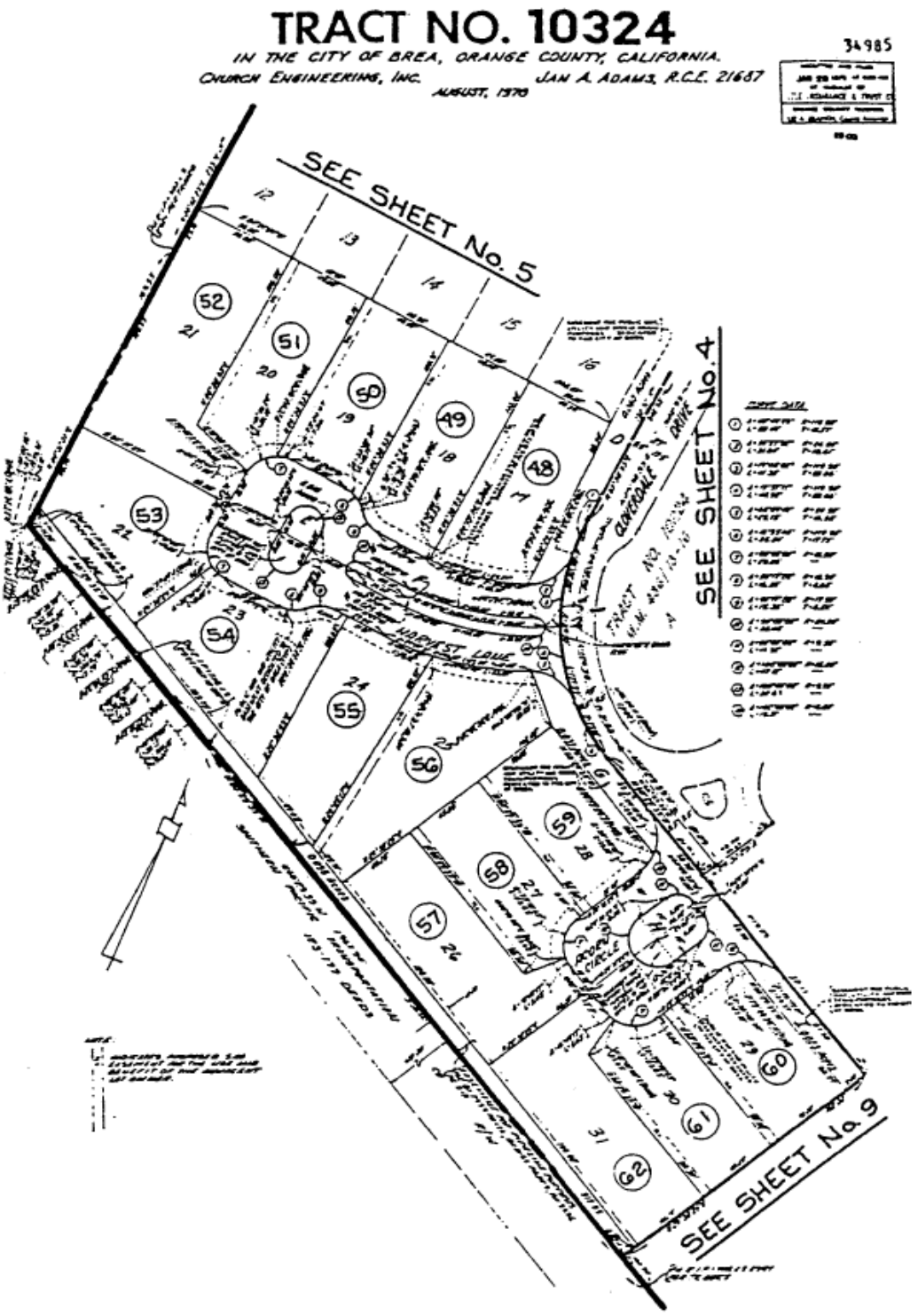


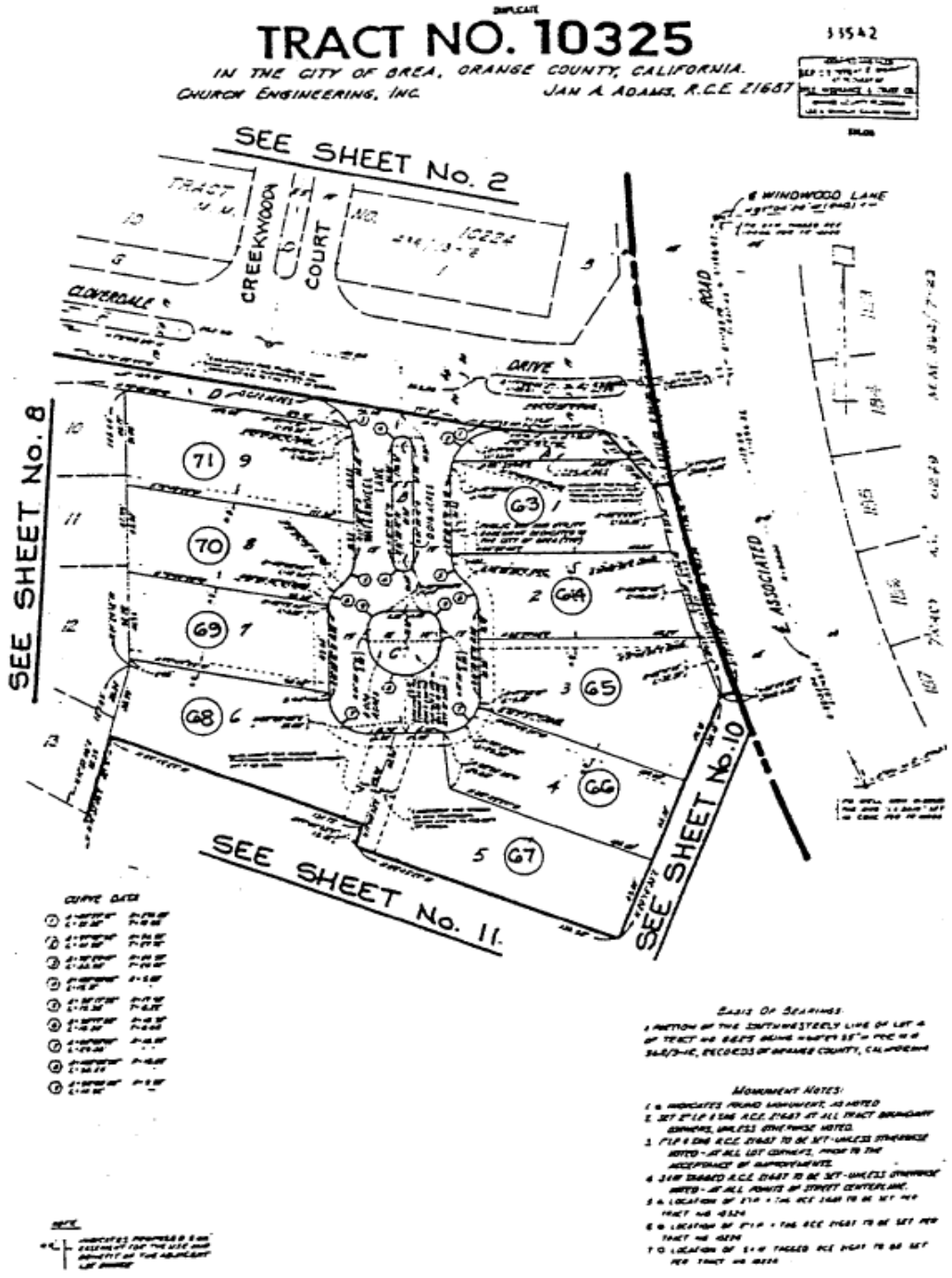

## ASSESSMENT DIAGRAM

## CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

SHEET 5 OF 17


TRACT NO. 10324
IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA.
CHURCH ENGINEERING, INC. JAN A. ADAMS, R.C.E. 21687
AUGUST, 1970
34985
SEE SHEET No. 5
SEE SHEET No. 4
SEE SHEET No. 9
CLOVERDALE DRIVE
HARVEST LANE
ASSESSMENT DIAGRAM
CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
SHEET 6 OF 17

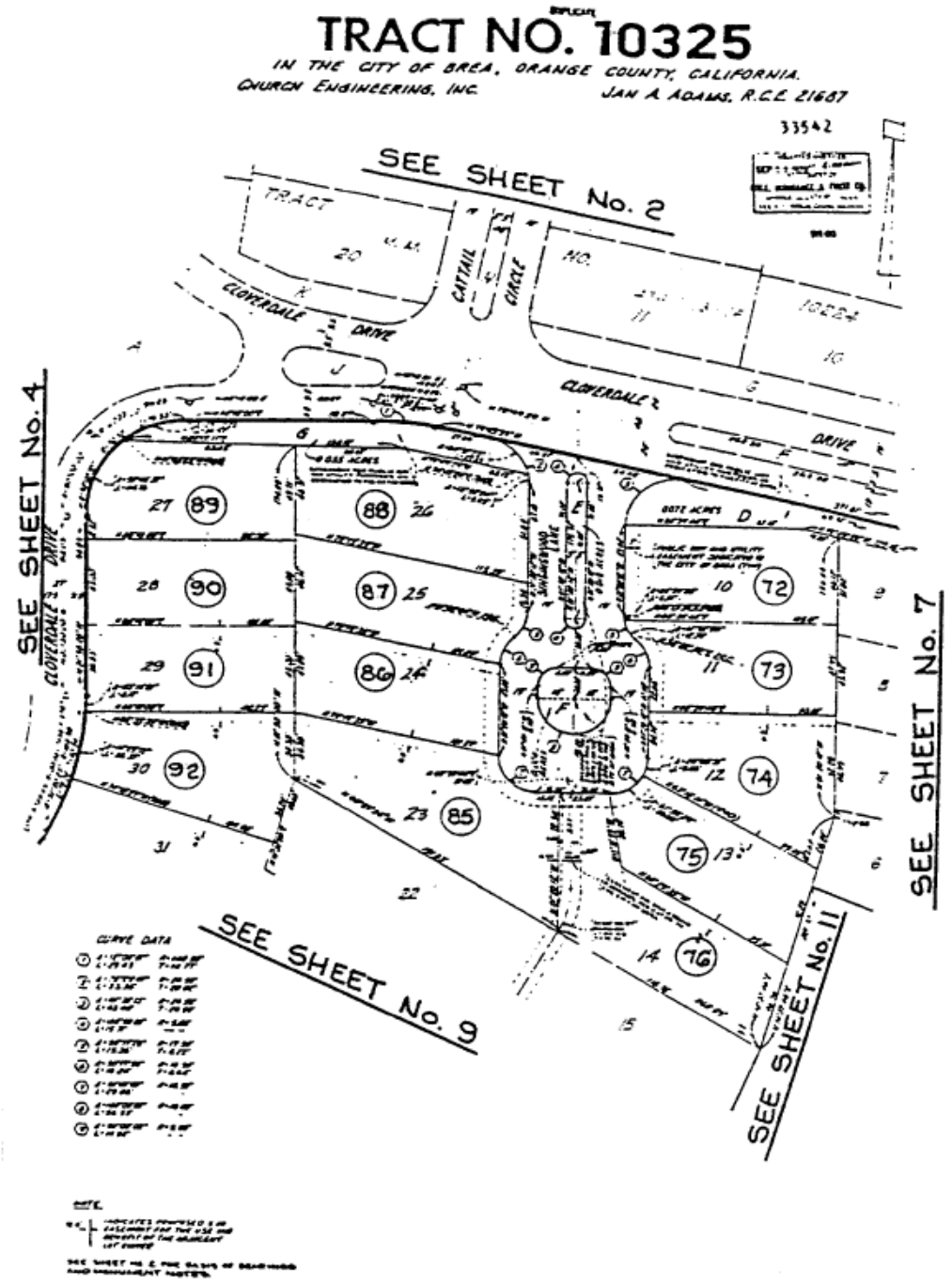



# ASSESSMENT DIAGRAM

## CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

SHEET 7 OF 17

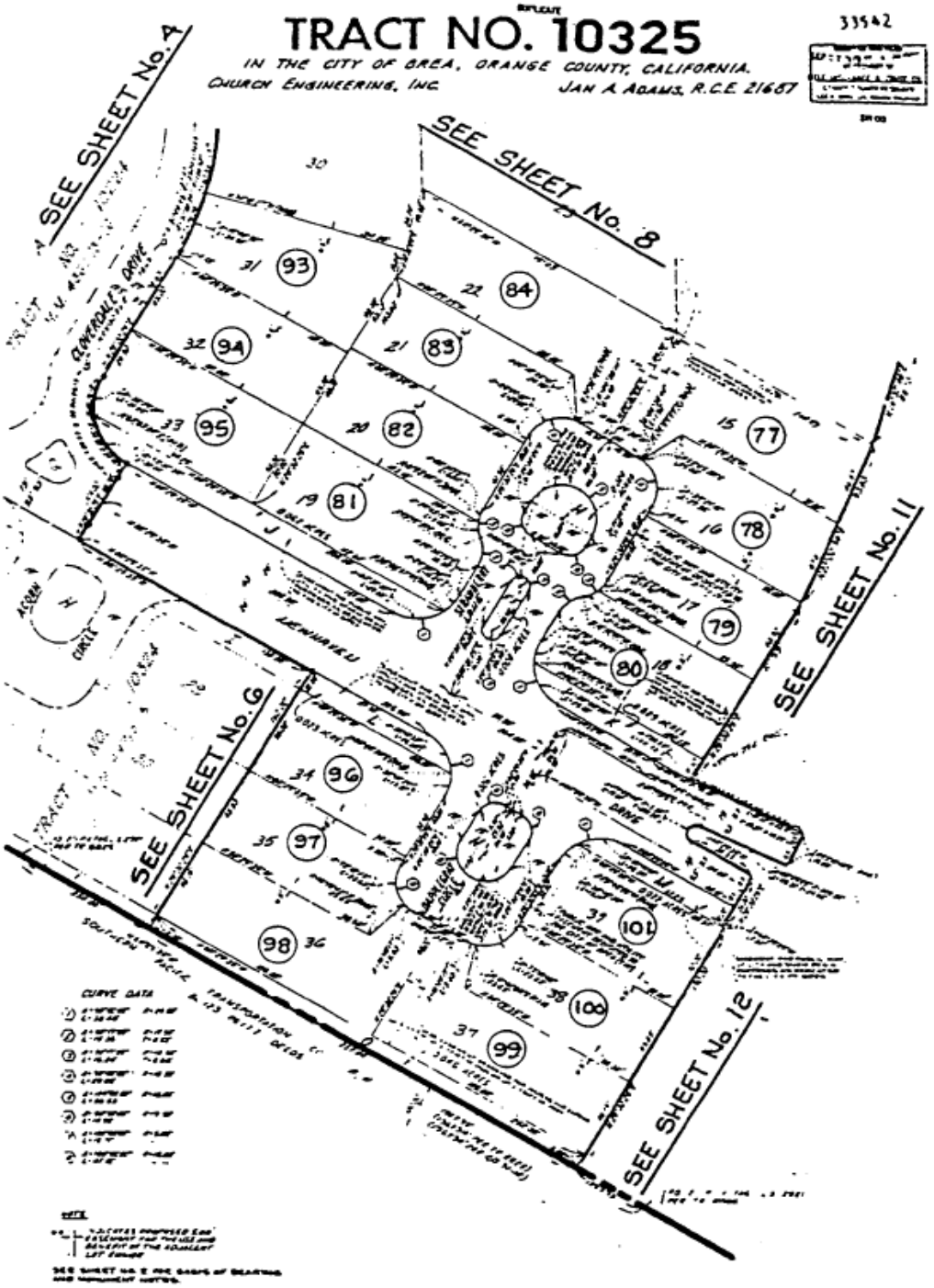



## ASSESSMENT DIAGRAM

## CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

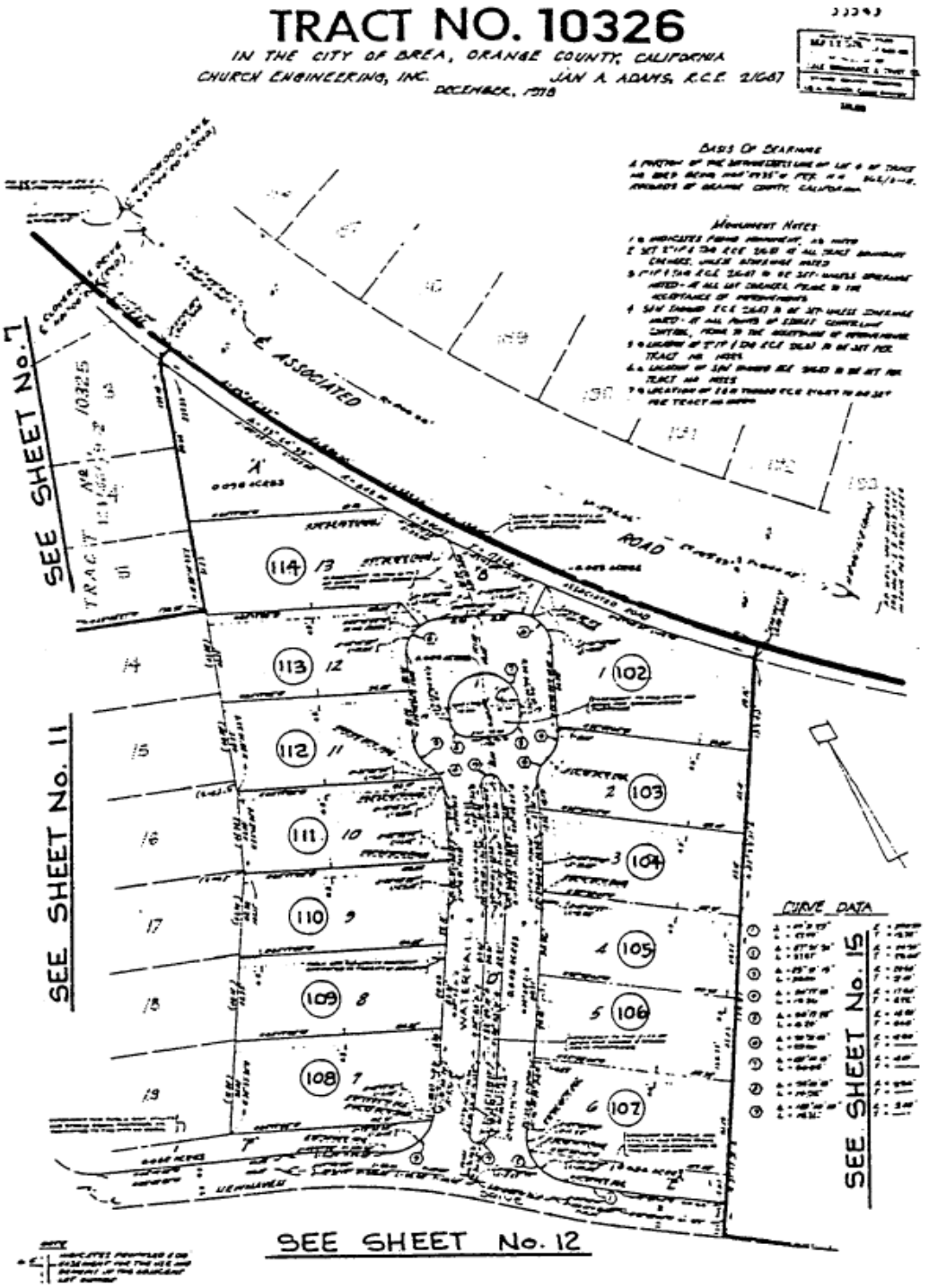
SHEET 8 OF 17




## ASSESSMENT DIAGRAM

## CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No.4

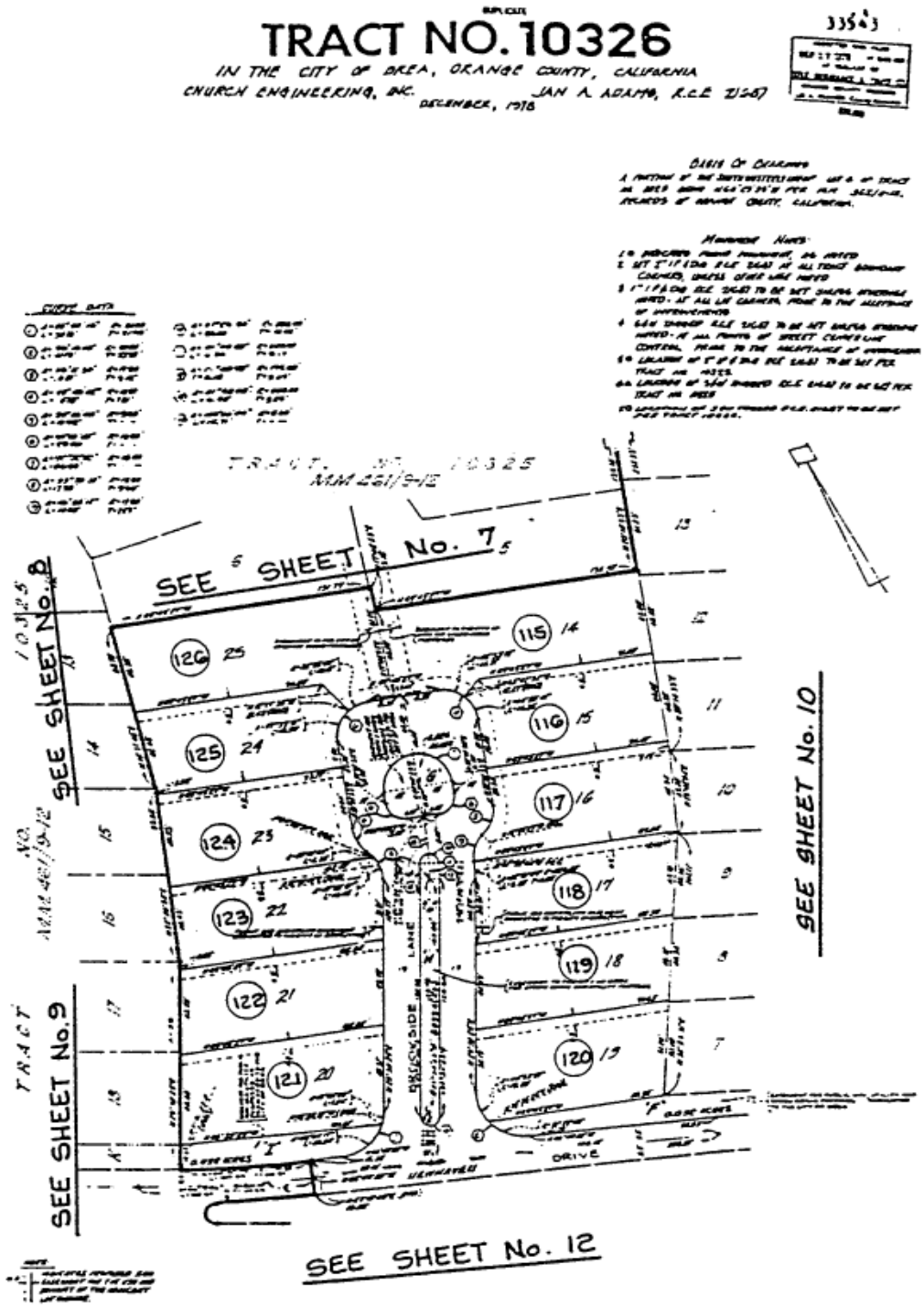
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
SHEET 9 OF 17




## ASSESSMENT DIAGRAM

## CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

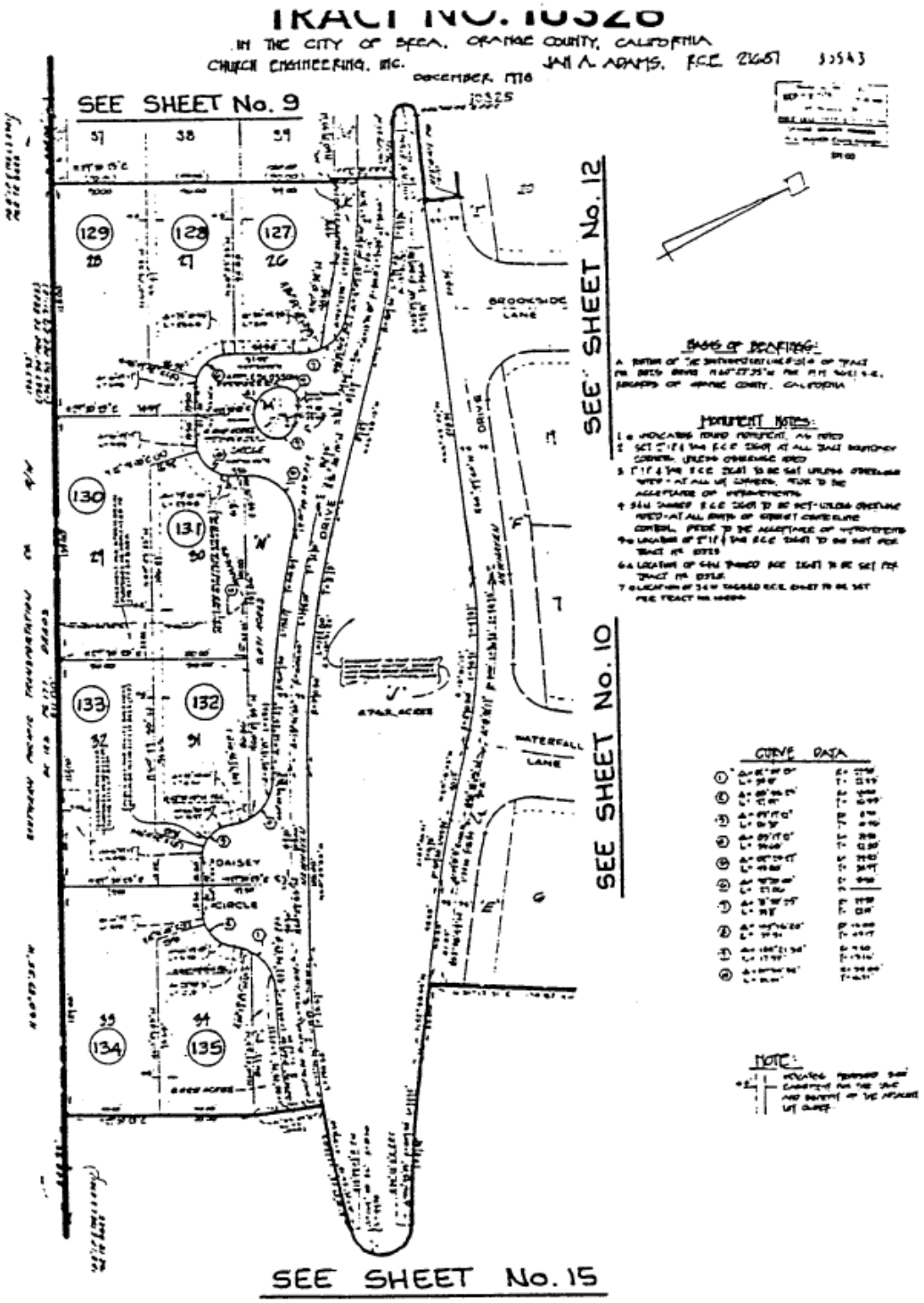
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
SHEET 10 OF 17




## ASSESSMENT DIAGRAM

## CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
SHEET 11 OF 17

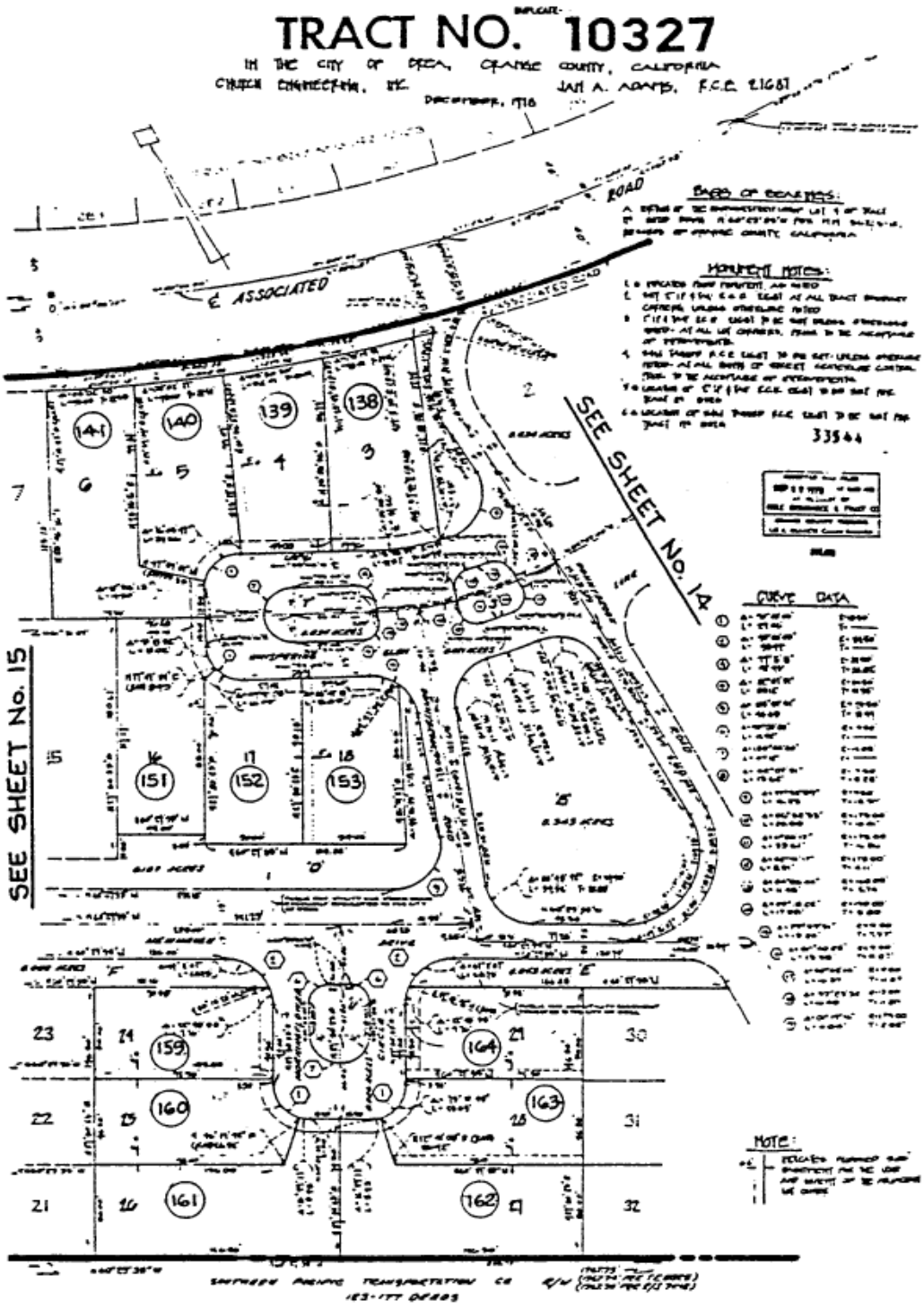



# ASSESSMENT DIAGRAM

## CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

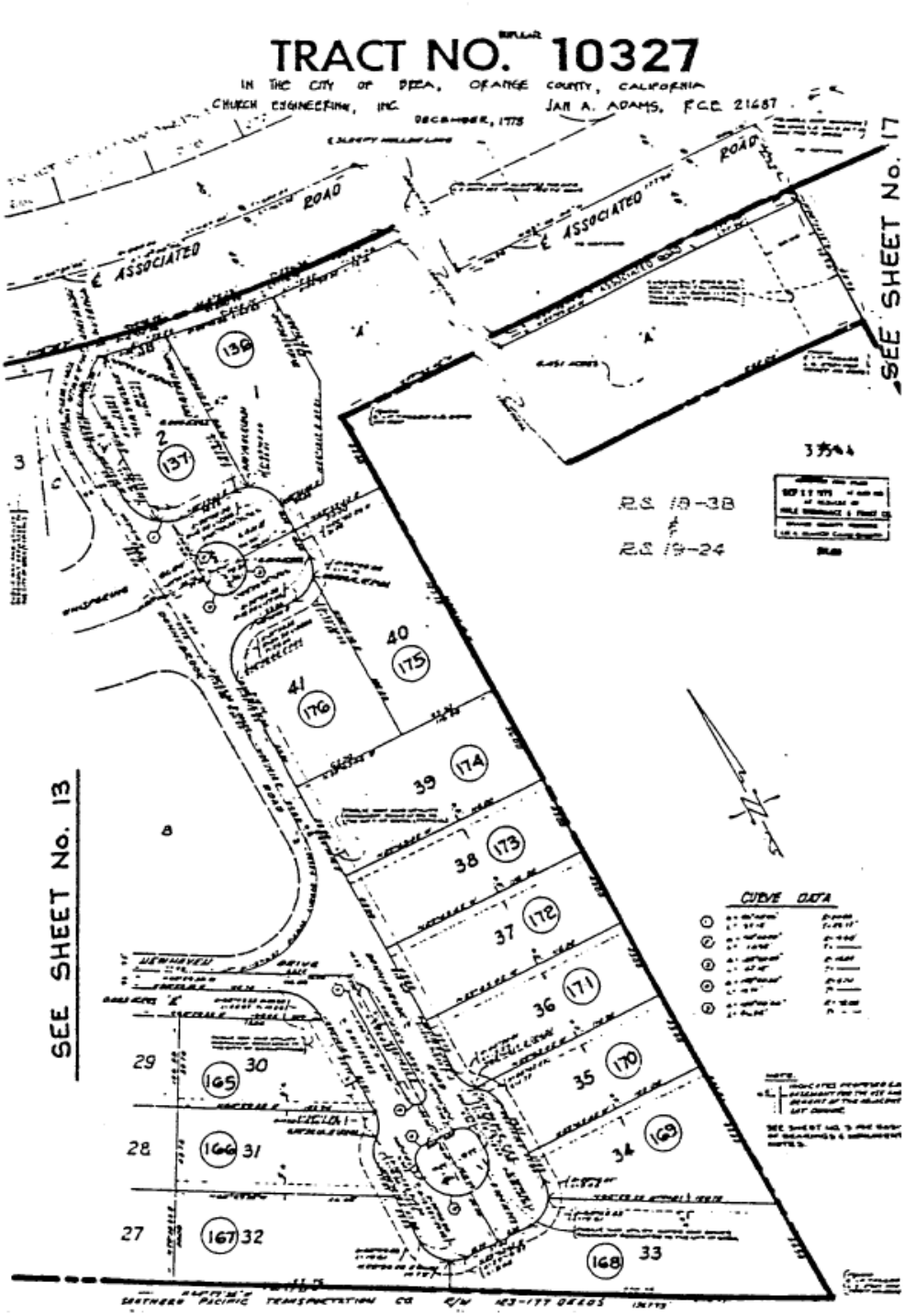
SHEET 12 OF 17




## ASSESSMENT DIAGRAM

## CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

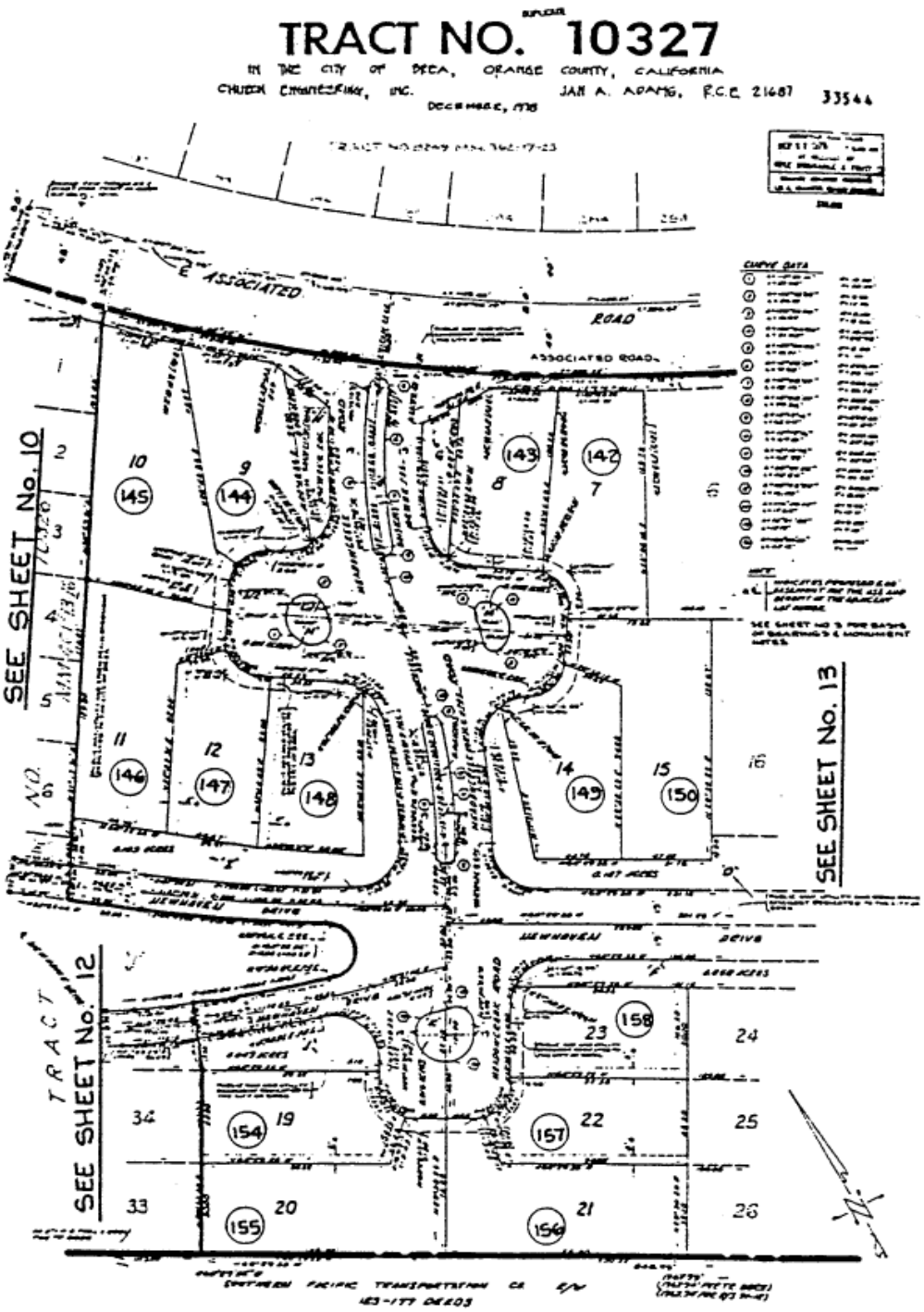
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
SHEET 13 OF 17




## ASSESSMENT DIAGRAM

## CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

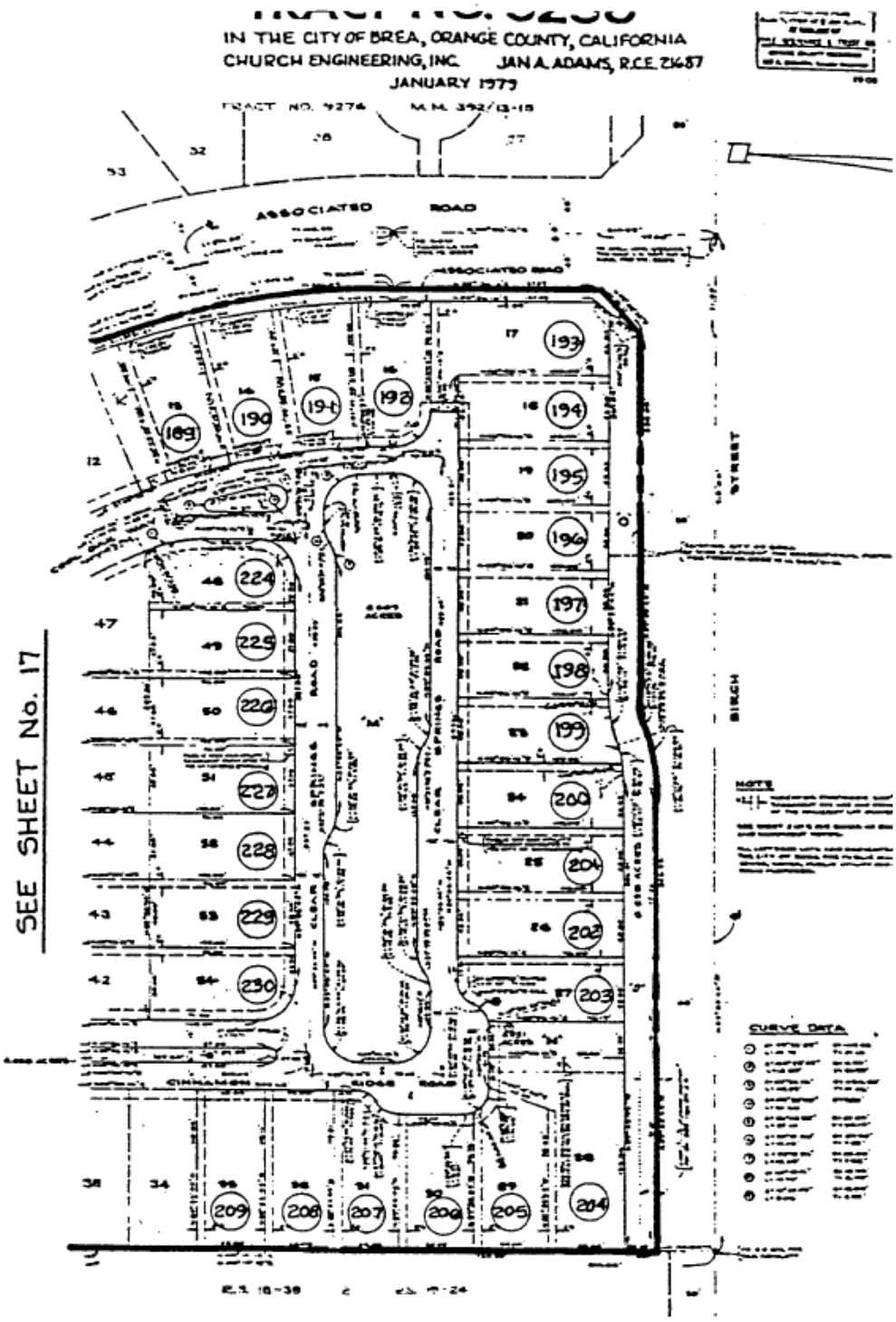
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
SHEET 14 OF 17




## ASSESSMENT DIAGRAM

## CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
SHEET 15 OF 17

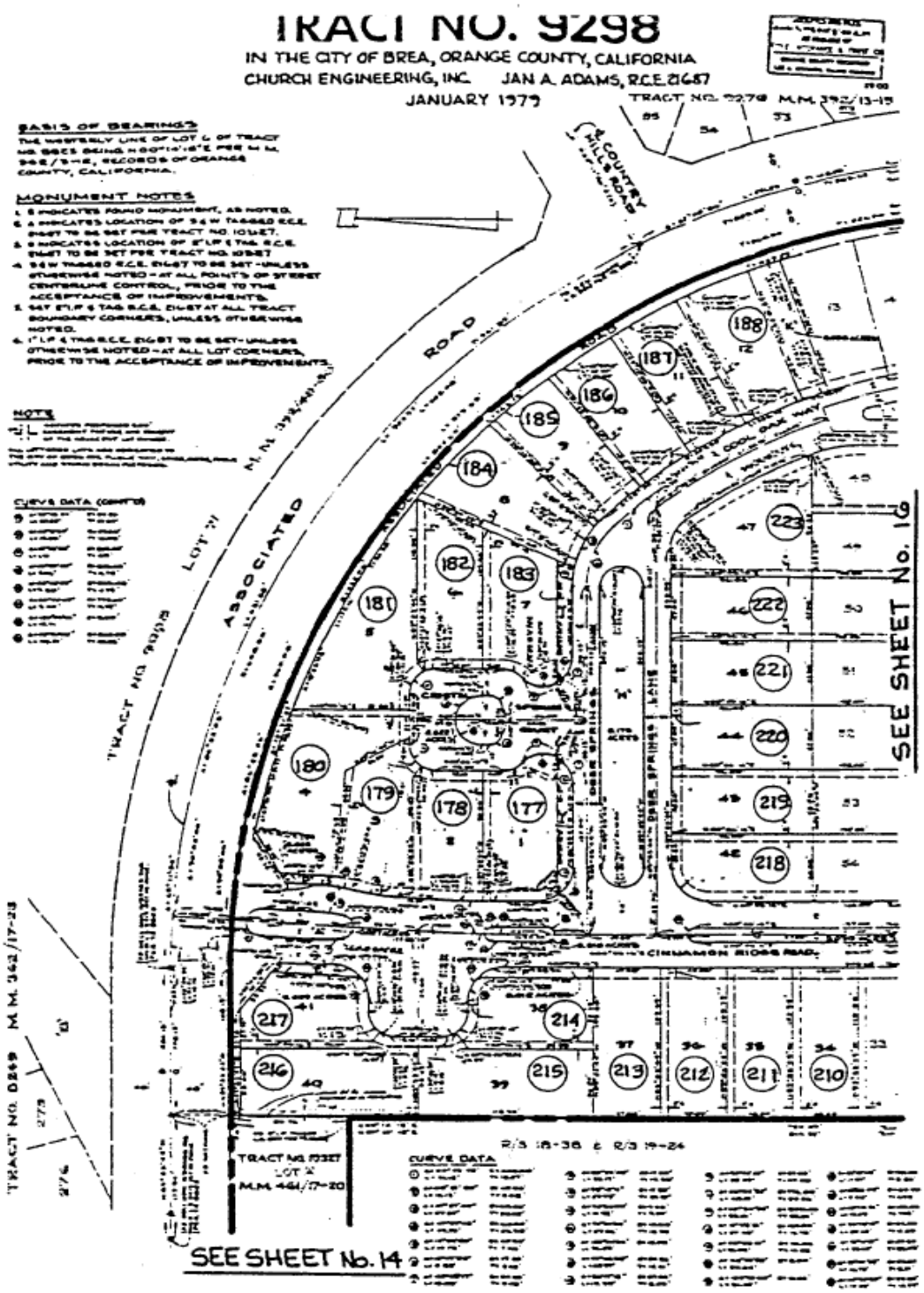



# ASSESSMENT DIAGRAM

## CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

SHEET 16 OF 17




# ASSESSMENT DIAGRAM

## CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

SHEET 17 OF 17

# Landscape and Lighting Maintenance District No. 5

# City of Brea

**Prepared under the authority of the**
**Landscape and Lighting Act of 1972**
**Streets and Highways Code**
**State of California**

## Fiscal Year 2024-25

**Submitted by:**

**Michael Ho**
**Director of Public Works**

**April 16, 2024**

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April 16, 2024

Honorable Mayor and City Council
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

**Re: Engineer's Report, Landscape & Lighting Maintenance District No. 5**

Transmitted herewith for your review and consideration is a report entitled, "Landscape and Lighting Maintenance District No. 5, City of Brea."

This report has been prepared in accordance with the Landscape and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code. The report includes all the requirements of the Landscape and Lighting Act of 1972 and the Streets and Highways Code, with particular reference to annual assessments after formation thereof of the District.

The report is submitted herewith for consideration at your next meeting to set a hearing date for the purpose of levying an annual assessment (Streets and Highways Code, Section 22620 to Section 22631).

Respectfully submitted,

Michael Ho, P.E., Director
Public Works Department

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

# Introduction and Background

## Introduction:

This report has been prepared and is submitted for consideration by the City Council of the City of Brea under the authority of the Landscaping and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code, Article XIIID of the California Constitution, and the Proposition 218 Omnibus Implementation Act.

## Background:

On June 1, 1982 the City Council of the City of Brea adopted and approved Resolution No. 82-57 creating Landscape and Lighting Maintenance District No. 5 in the City of Brea.

The creating of Landscape and Lighting Maintenance District No. 5 in the City of Brea was a requirement of the City of Brea for the development of Tentative Tract No. 8820, known as "Canyon Country," and Tentative Tract No. 9414, known as "Canyondale."

In FY 2003-04, the property owners submitted ballots and approved an increase in assessment rate. Included in that balloting was an annual CPI escalator that will allow the assessment rate to keep up with the cost of living. The annual escalator sets the maximum rate that the properties might be assessed.

The purpose of this report is to be utilized by the City Staff, the City Council, and the County Assessor in the levy and collection of an annual assessment after formation of an assessment district under the requirements of the Landscaping and Lighting Act of 1972 (State of California and Highways Code, Section 22620 to 22631).

# PART A
# PLANS AND SPECIFICATIONS

The facilities, which consist of slopes, greenbelt areas and theme lighting, will be operated, serviced and maintained as generally described as follows:

Landscaping and Appurtenant Facilities
Facilities include but are not limited to: landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalk maintenance resulting from landscape growth and appurtenant facilities, in public street and sidewalk rights-of-way, including medians, parkways and dedicated easements within the boundaries of the Assessment District.

Lighting, Traffic Signals and Appurtenant Facilities
Facilities include but are not limited to: Poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting and traffic signals in public street and sidewalk rights-of-way and dedicated easements within the boundaries of the Assessment District.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the landscaping, public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public lighting facilities or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of the landscaping or appurtenant facilities.

The plans and specifications for the improvements, showing and describing the general nature, location, and the extent of the improvements, are on file in the office of the Director of Public Works and are incorporated herein by reference.

# PART B
# ESTIMATE OF COST

The estimated cost of the operation, servicing and maintenance of the street and sidewalk improvements for Fiscal Year 2024-25, as described in Part A, are summarized herein and described below.

## MAINTENANCE DISTRICT # 5 - ANNUAL COST FACTORS

| | | |
|---|---|---|
| **Acct #** | **Description** | **FY 24-25 Est.** |
| **1. Fixed Costs** | | **Expenses** |
| 4111 | Salaries & Benefits | $17,058 |
| 4113 | Overtime | $102 |
| 4243 | Engineering | $0 |
| 4244 | Legal | $75 |
| 4412 | Property Tax Collection | $143 |
| | **Fixed Costs Totals** | **$17,378** |
| **2. ROUTINE COSTS** | | |
| 4211 | Postage | $56 |
| 4249 | Svc & Repair Equipment | $50,000 |
| 4261 | Repairs to Equipment | $1,500 |
| 4266 | Contract Services/Grounds Maintenance | $30,192 |
| 4269 | Equipment Service-Other | $1,500 |
| 4282 | Electricity | $1,800 |
| 4285 | Water | $27,846 |
| 4337 | Electrical Supplies & Parts | $1,500 |
| 4339 | Construction & Maintenance/Other | $0 |
| 4441 | Miscellaneous Expense | $306 |
| 5800 | Insurance and Other Expenses | $1,665 |
| | **Routine Costs Totals** | **$116,365** |
| | **Total Costs (Fixed & Routine)** | **$133,743** |
| | **Est. Fund Balance as of 1-Jul-2024** | **$104,932** |
| | **Projected Reserve Balance 30-Jun-2025** | **$93,494** |
| | **FY 2024-25 Annual Assessments** | **$122,305** |

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the Districts. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the Districts by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

# PART C
# METHOD OF APPORTIONMENT OF ASSESSMENT

## GENERAL

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include construction, operation, maintenance and servicing of street lights, traffic signals and landscaping.

Section 22573 of the Landscaping and Lighting Act of 1972 (the 1972 Act) requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

> "The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" based on the actual benefit rather than a "special tax."

In addition, Proposition 218, the "Right to Vote on Taxes Act" which was approved on the November 1996 Statewide ballot and added Article XIIID to the California Constitution, requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. XIIID provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. XIIID also requires that publicly owned property which benefit from the improvements be assessed.

## SPECIAL BENEFIT ANALYSIS

**Street Landscaping, Slopes and Greenbelts.** Trees, landscaping, hardscaping and appurtenant facilities, if well maintained, provide beautification, shade and enhancement of the desirability of the surroundings, and therefore increase property value.

In Parkways and Land Values, written by John Nolan and Henry V. Hubbard in 1937, it is stated:

> "... there is no lack of opinion, based on general principals and experience and common sense, that parkways *do in fact add value* to property, even though the amount cannot be determined exactly.... Indeed, in most cases where public money has been spent for parkways the assumption has been definitely made that the proposed parkway will show a *provable* financial profit to the City. It has been believed that the establishment of parkways causes a rise in real estate values throughout the City, or in parts of the City,..."

It should be noted that the definition of "parkways" above may include the roadway as well as the landscaping along side the roadway.

The ongoing operation and maintenance of the street landscaping, slopes and greenways within the

district, as identified in Part A of this Report, provide beautification to the areas that result in a special benefit to the parcels within the tracts adjacent to the improvements. If these landscaped areas were not properly maintained, the tract would be blighted.

**Theme Lighting.** Proper maintenance and operation of pedestrian and street lights benefit all properties within the District by providing security, safety and community character and vitality as outlined below. Streetlights provide only incidental benefits to motorists traveling to, from or through the area.

**BENEFITS OF STREET LIGHTING**

| **Security and Safety** | **Community Character and Vitality** |
|---|---|
| • Mitigates crime | • Promotes social interaction |
| • Alleviates the fear of crime | • Contributes to a positive nighttime visual image |
| • Enhances safe ingress/egress to property | |

## ASSESSMENT METHODOLOGY

The parcels of land in the District are single family residential (SFR) lots, with each of these lots benefiting equally from the improvements being maintained. Therefore, the costs associated with the landscaping and lighting within and directly adjacent to the tract will be apportioned on a residential lot basis as follows:

$122,305.55 / 113 SFR's = $1,082.35 / SFR

**This assessment rate is not considered a maximum rate**. This maximum assessment rate will be increased each year by the annual change in the Consumer Price Index (CPI), All Urban Consumers, for the Los Angeles, Long Beach and Anaheim areas. The actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum assessment rate without receiving property owner approval for the increase. The calculation for the maximum assessment rate is provided in the table below. The increase in CPI for FY 2024-25 is 3.5%.

| Maximum Assessment Rate Calculation | | |
|---|---|---|
| **Fiscal Year** | **CPI Increase** | **Maximum Assessment** |
| FY 2003-04 | | $679.00 / SFR |
| FY 2004-05 | 1.8% | $691.22 / SFR |
| FY 2005-06 | 4.4% | $721.64 / SFR |
| FY 2006-07 | 4.5% | $754.11 / SFR |
| FY 2007-08 | 4.3% | $786.54 / SFR |
| FY 2008-09 | 3.3% | $812.50 / SFR |
| FY 2009-10 | 3.5% | $840.94 / SFR |
| FY 2010-11 | 0% | $840.94 / SFR |
| FY 2011-12 | 1.2% | $851.03 / SFR |
| FY 2012-13 | 2.7% | $874.00 / SFR |
| FY 2013-14 | 2% | $891.48 / SFR |
| FY 2014-15 | 1.1% | $901.28 / SFR |
| FY 2015-16 | .7% | $907.59 / SFR |
| FY 2016-17 | 2% | $925.74 / SFR |
| FY 2017-18 | 1.9% | $943.33 / SFR |
| FY 2018-19 | 2.8% | $969.74 / SFR |
| FY 2019-20 | 3.2% | $1000.77 / SFR |
| FY 2020-21 | 3.1% | $1031.79 / SFR |
| FY 2021-22 | 1.6% | $1048.30 / SFR |
| FY 2022-23 | 6.5% | $1116.44 / SFR |
| FY 2023-24 | 4.9% | $1171.15 / SFR |
| FY 2024-25 | 3.5% | $1212.14 / SFR |

# PART D
# ASSESSMENT ROLL

The amount of the total proposed assessment for Fiscal Year 2024-25 apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Orange County Assessor's Office, is contained in the Assessment Roll provided below.

The description of each lot or parcel is part of the Orange County assessment roll and this roll is, by reference, made part of this Report.

| AD # | APN | Lot | Tract | Asmt |
|---|---|---|---|---|
| 1 | 30604102 | 1 | 9111 | $1082.35 |
| 2 | 30604103 | 2 | 9111 | $1082.35 |
| 3 | 30604104 | 3 | 9111 | $1082.35 |
| 4 | 30604105 | 4 | 9111 | $1082.35 |
| 5 | 30604106 | 5 | 9111 | $1082.35 |
| 6 | 30604107 | 6 | 9111 | $1082.35 |
| 7 | 30604108 | 7 | 9111 | $1082.35 |
| 8 | 30604109 | 8 | 9111 | $1082.35 |
| 9 | 30604110 | 9 | 9111 | $1082.35 |
| 10 | 30604111 | 10 | 9111 | $1082.35 |
| 11 | 30604112 | 11 | 9111 | $1082.35 |
| 12 | 30604113 | 12 | 9111 | $1082.35 |
| 13 | 30604114 | 13 | 9111 | $1082.35 |
| 14 | 30604115 | 14 | 9111 | $1082.35 |
| 15 | 30604502 | 1 | 9473 | $1082.35 |
| 16 | 30604501 | 2 | 9473 | $1082.35 |
| 17 | 30604415 | 3 | 9473 | $1082.35 |
| 18 | 30604414 | 4 | 9473 | $1082.35 |
| 19 | 30604413 | 5 | 9473 | $1082.35 |
| 20 | 30604412 | 6 | 9473 | $1082.35 |
| 21 | 30604411 | 7 | 9473 | $1082.35 |
| 22 | 30604410 | 8 | 9473 | $1082.35 |
| 23 | 30604409 | 9 | 9473 | $1082.35 |
| 24 | 30604408 | 10 | 9473 | $1082.35 |
| 25 | 30604407 | 11 | 9473 | $1082.35 |
| 26 | 30604406 | 12 | 9473 | $1082.35 |
| 27 | 30604405 | 13 | 9473 | $1082.35 |
| 28 | 30604404 | 14 | 9473 | $1082.35 |
| 29 | 30604403 | 15 | 9473 | $1082.35 |
| 30 | 30604402 | 16 | 9473 | $1082.35 |
| 31 | 30604401 | 17 | 9473 | $1082.35 |
| 32 | 30604219 | 18 | 9473 | $1082.35 |
| 33 | 30604218 | 19 | 9473 | $1082.35 |
| 34 | 30604217 | 20 | 9473 | $1082.35 |
| 35 | 30604216 | 21 | 9473 | $1082.35 |
| 36 | 30604215 | 22 | 9473 | $1082.35 |
| 37 | 30604214 | 23 | 9473 | $1082.35 |
| 38 | 30604213 | 24 | 9473 | $1082.35 |
| 39 | 30604212 | 25 | 9473 | $1082.35 |
| 40 | 30604211 | 26 | 9473 | $1082.35 |
| 41 | 30604210 | 27 | 9473 | $1082.35 |
| 42 | 30604209 | 28 | 9473 | $1082.35 |
| 43 | 30604208 | 29 | 9473 | $1082.35 |
| 44 | 30604207 | 30 | 9473 | $1082.35 |
| 45 | 30604206 | 31 | 9473 | $1082.35 |
| 46 | 30604205 | 32 | 9473 | $1082.35 |
| 47 | 30604204 | 33 | 9473 | $1082.35 |
| 48 | 30604203 | 34 | 9473 | $1082.35 |
| 49 | 30604202 | 35 | 9473 | $1082.35 |
| 50 | 30604201 | 36 | 9473 | $1082.35 |
| 51 | 30604301 | 37 | 9473 | $1082.35 |
| 52 | 30604302 | 38 | 9473 | $1082.35 |
| 53 | 30604303 | 39 | 9473 | $1082.35 |
| 54 | 30604304 | 40 | 9473 | $1082.35 |
| 55 | 30604305 | 41 | 9473 | $1082.35 |
| 56 | 30604306 | 42 | 9473 | $1082.35 |
| 57 | 30604307 | 43 | 9473 | $1082.35 |
| 58 | 30604308 | 44 | 9473 | $1082.35 |
| 59 | 30604309 | 45 | 9473 | $1082.35 |
| 60 | 30604310 | 46 | 9473 | $1082.35 |
| 61 | 30604311 | 47 | 9473 | $1082.35 |
| 62 | 30604312 | 48 | 9473 | $1082.35 |
| 63 | 30604313 | 49 | 9473 | $1082.35 |
| 64 | 30605301 | 1 | 9414 | $1082.35 |
| 65 | 30605302 | 2 | 9414 | $1082.35 |
| 66 | 30605303 | 3 | 9414 | $1082.35 |
| 67 | 30605304 | 4 | 9414 | $1082.35 |
| 68 | 30605305 | 5 | 9414 | $1082.35 |
| 69 | 30605306 | 6 | 9414 | $1082.35 |
| 70 | 30605307 | 7 | 9414 | $1082.35 |
| 71 | 30605308 | 8 | 9414 | $1082.35 |
| 72 | 30605309 | 9 | 9414 | $1082.35 |
| 73 | 30605310 | 10 | 9414 | $1082.35 |
| 74 | 30605311 | 11 | 9414 | $1082.35 |
| 75 | 30605312 | 12 | 9414 | $1082.35 |
| 76 | 30605313 | 13 | 9414 | $1082.35 |
| 77 | 30605314 | 14 | 9414 | $1082.35 |
| 78 | 30605315 | 15 | 9414 | $1082.35 |
| 79 | 30605316 | 16 | 9414 | $1082.35 |
| 80 | 30605317 | 17 | 9414 | $1082.35 |
| 81 | 30605318 | 18 | 9414 | $1082.35 |
| 82 | 30605319 | 19 | 9414 | $1082.35 |
| 83 | 30605320 | 20 | 9414 | $1082.35 |
| 84 | 30605321 | 21 | 9414 | $1082.35 |
| 85 | 30605322 | 22 | 9414 | $1082.35 |
| 86 | 30605323 | 23 | 9414 | $1082.35 |
| 87 | 30605324 | 24 | 9414 | $1082.35 |
| 88 | 30605325 | 25 | 9414 | $1082.35 |
| 89 | 30605326 | 26 | 9414 | $1082.35 |
| 90 | 30605327 | 27 | 9414 | $1082.35 |
| 91 | 30605328 | 28 | 9414 | $1082.35 |
| 92 | 30605329 | 29 | 9414 | $1082.35 |
| 93 | 30605330 | 30 | 9414 | $1082.35 |
| 94 | 30605331 | 31 | 9414 | $1082.35 |
| 95 | 30605103 | 32 | 9414 | $1082.35 |
| 96 | 30605102 | 33 | 9414 | $1082.35 |
| 97 | 30605101 | 34 | 9414 | $1082.35 |
| 98 | 30605201 | 35 | 9414 | $1082.35 |
| 99 | 30605202 | 36 | 9414 | $1082.35 |
| 100 | 30605203 | 37 | 9414 | $1082.35 |
| 101 | 30605204 | 38 | 9414 | $1082.35 |
| 102 | 30605205 | 39 | 9414 | $1082.35 |
| 103 | 30605206 | 40 | 9414 | $1082.35 |
| 104 | 30605207 | 41 | 9414 | $1082.35 |
| 105 | 30605208 | 42 | 9414 | $1082.35 |
| 106 | 30605209 | 43 | 9414 | $1082.35 |
| 107 | 30605210 | 44 | 9414 | $1082.35 |
| 108 | 30605211 | 45 | 9414 | $1082.35 |
| 109 | 30605212 | 46 | 9414 | $1082.35 |
| 110 | 30605213 | 47 | 9414 | $1082.35 |
| 111 | 30605214 | 48 | 9414 | $1082.35 |
| 112 | 30605215 | 49 | 9414 | $1082.35 |
| 113 | 30605216 | 50 | 9414 | $1082.35 |

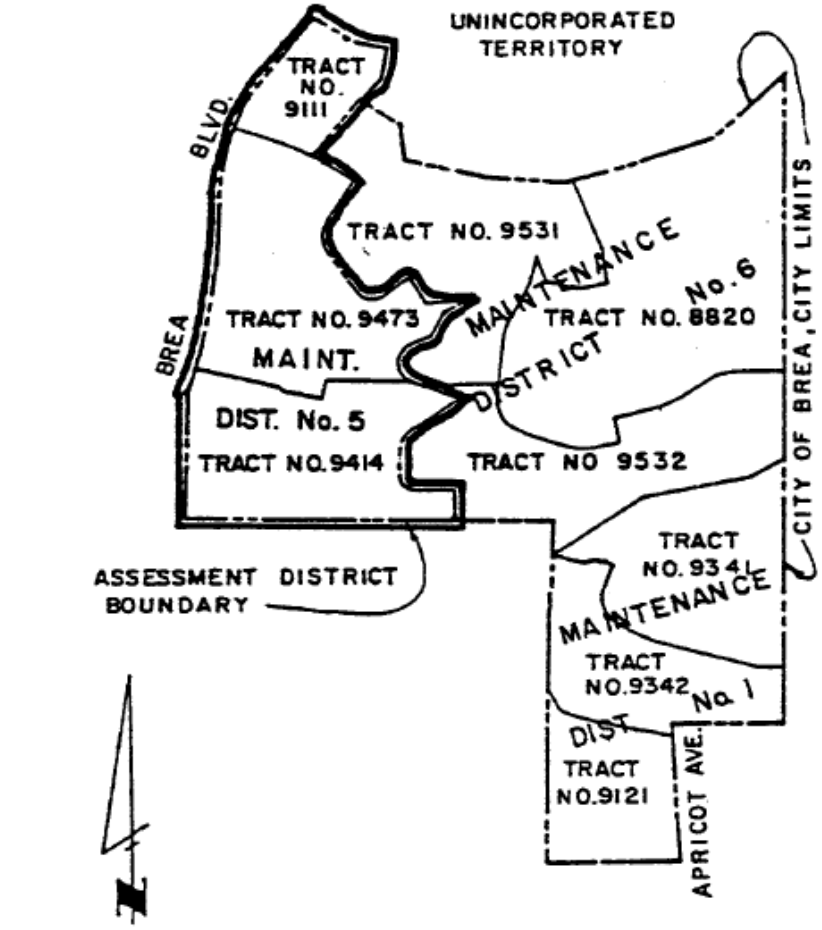
# PART E
# ASSESSMENT DISTRICTS' BOUNDARIES

A diagram of the boundaries of Landscape and Lighting Maintenance District No. 5 is included herein.

District No. 5 is generally located east of Brea Boulevard and north of State College Boulevard, and includes Tract Nos. 9111, 9414 and 9473.

District No. 5 includes all properties in the City of Brea located within the tract boundary of Tract No. 9111 recorded in Book 374, Pages 24, 25 and 26 of Tract No. 9414 recorded in Book 409, Pages 8 and 9, and of Tract No. 9473 recorded in Book 291, Pages 26, 27 and 28 all of Miscellaneous Maps, records of Orange County, California.

Also, the lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the Assessor of the County of Orange for Fiscal Year 2024-25. The Assessor's maps and records are incorporated by reference herein and made part of this report.

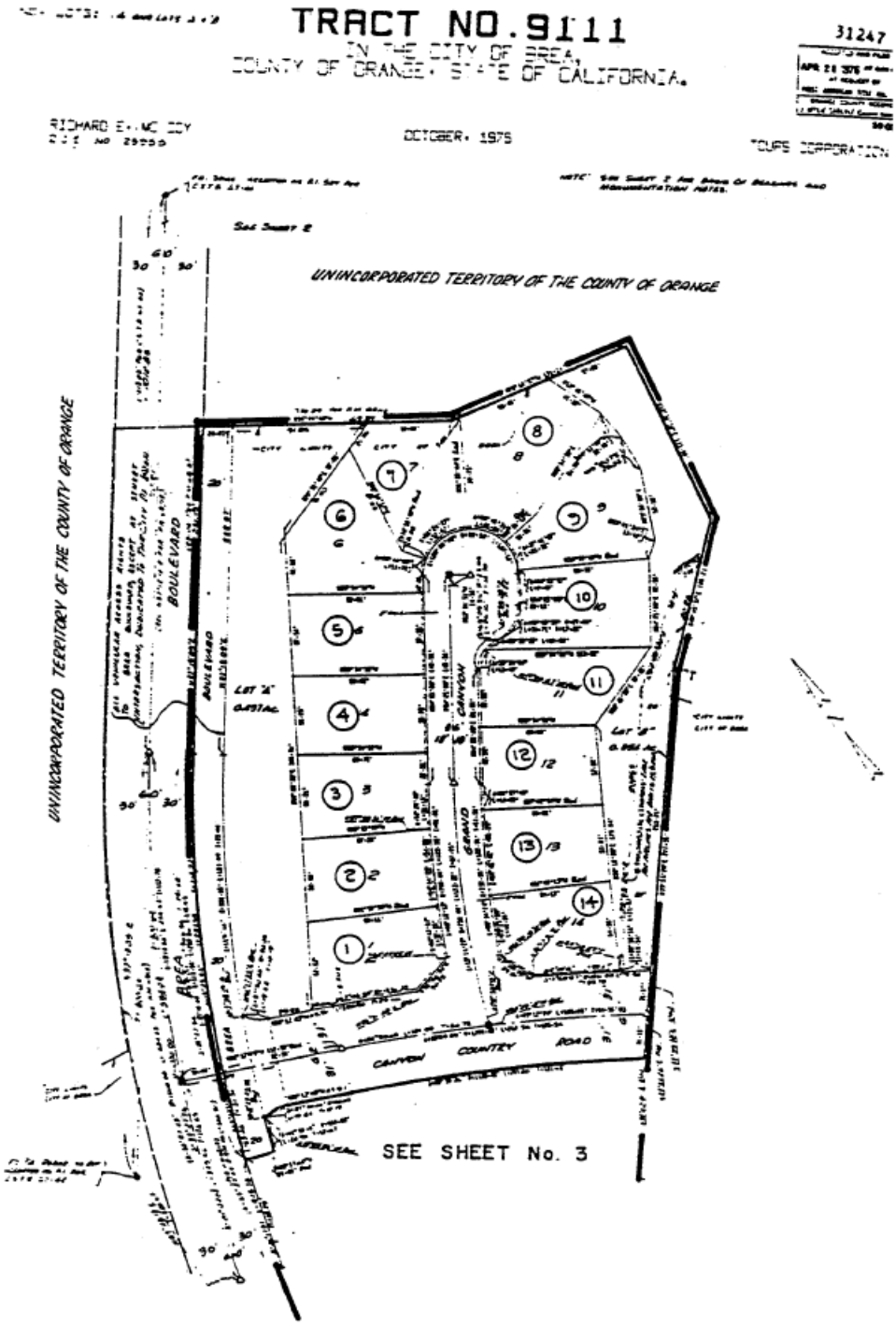



113 PARCELS SHEET 1 OF

ASSESSMENT DIAGRAM

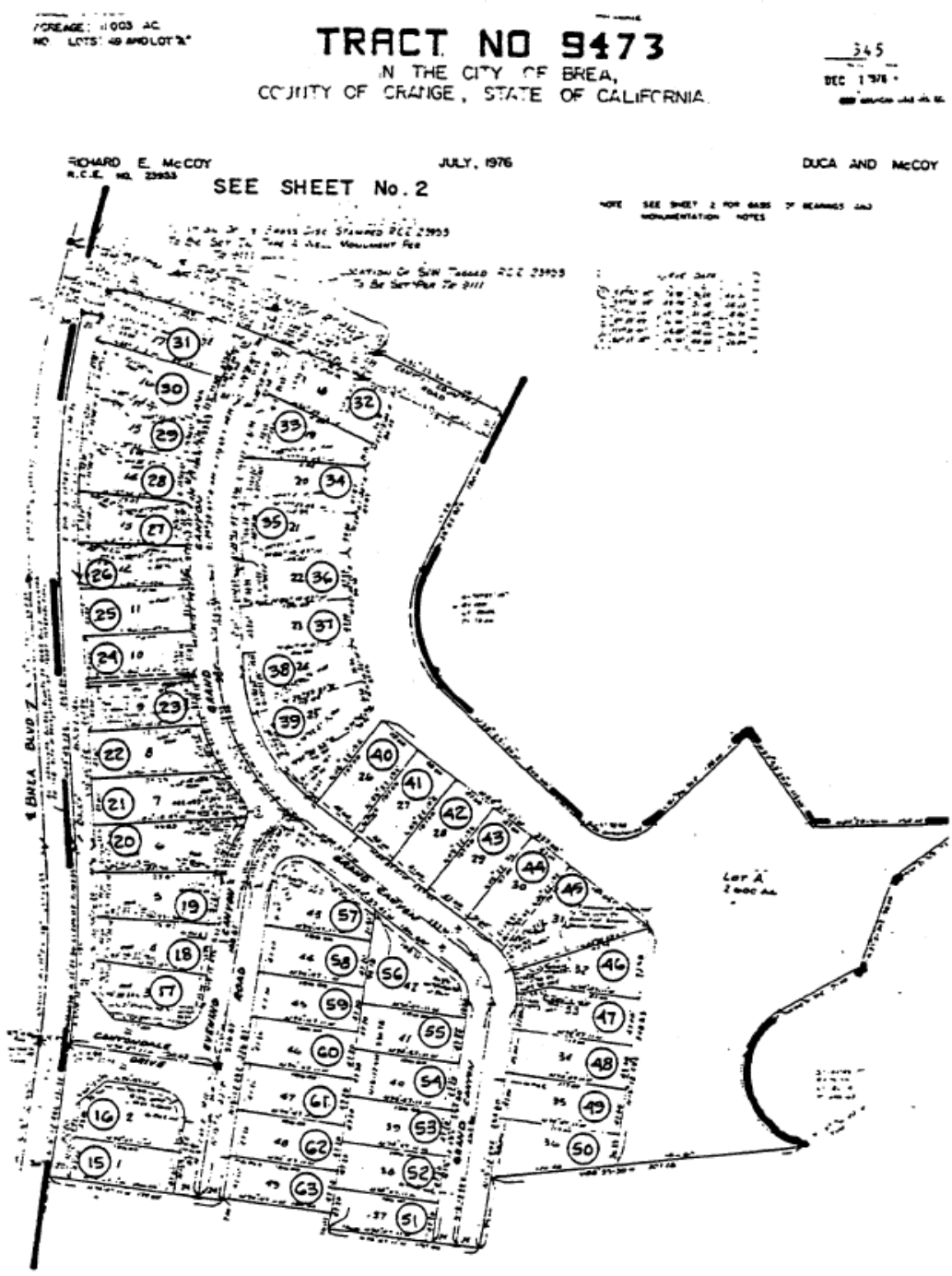
## LIGHTING & MAINTENANCE ASSESSMENT DISTRICT NO. 5

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA




113 PARCELS SHEET 2 OF 4

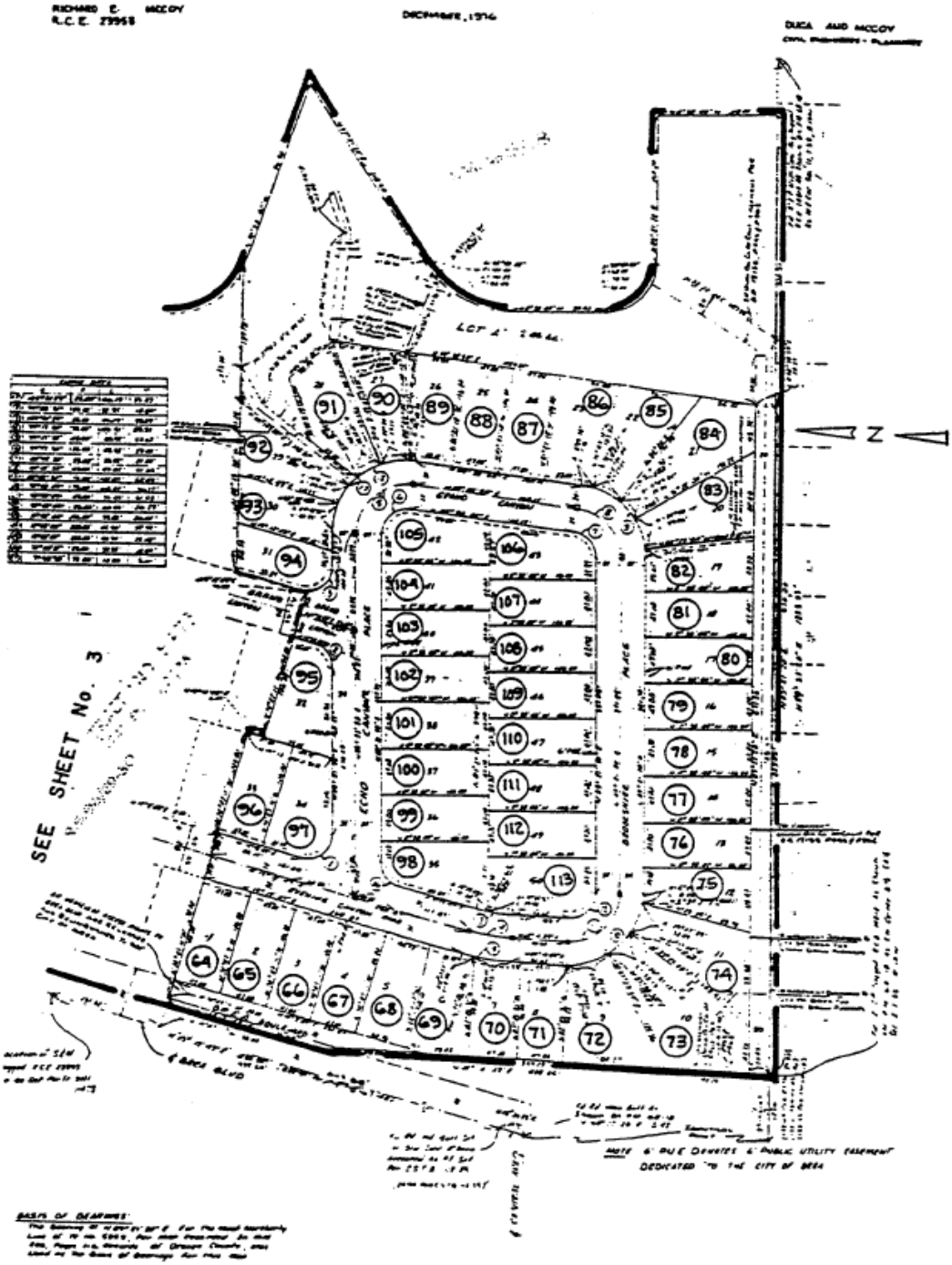
ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 5
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA




113 PARCELS SHEET 3 OF 4

ASSESSMENT DIAGRAM.
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 5
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

TRACT NO 5111
IN THE CITY OF BREA,
COUNTY OF ORANGE, STATE OF CALIFORNIA




113 PARCELS SHEET 4 OF 4

ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 5
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

# Landscape and Lighting Maintenance District No. 6

# City of Brea

**Prepared under the authority of the**
**Landscape and Lighting Act of 1972**
**Streets and Highways Code**
**State of California**

## Fiscal Year 2024-25

**Submitted by:**

**Michael Ho**
**Director of Public Works**

**April 16, 2024**

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CITY of BREA

April 16, 2024

Honorable Mayor and City Council
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

**Re: Engineer's Report, Landscape & Lighting Maintenance District No. 6**

Transmitted herewith for your review and consideration is a report entitled, "Landscape and Lighting Maintenance District No. 6, City of Brea."

This report has been prepared in accordance with the Landscape and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code. The report includes all the requirements of the Landscape and Lighting Act of 1972 and the Streets and Highways Code, with particular reference to annual assessments after formation thereof of the District.

The report is submitted herewith for consideration at your next meeting to set a hearing date for the purpose of levying an annual assessment (Streets and Highways Code, Section 22620 to Section 22631).

Respectfully submitted,

Michael Ho, P.E., Director
Public Works Department

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

# Introduction and Background

**Introduction:**

This report has been prepared and is submitted for consideration by the City Council of the City of Brea under the authority of the Landscaping and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code.

**Background:**

On June 1, 1982 the City Council of the City of Brea adopted and approved Resolution No. 83-58 creating Landscape and Lighting Maintenance District No. 6 in the City of Brea.

The creating of Landscape and Lighting Maintenance District No. 6 in the City of Brea was a requirement of the City of Brea for the development of Tentative Tract No. 8820, known as the "Canyon Country" development project.

In FY 2005-06, the property owners submitted ballots and approved an increase in assessment rate. Included in that balloting was an annual CPI escalator that will allow the assessment rate to keep up with the cost of living. The annual escalator sets the maximum rate that the properties might be assessed.

The purpose of this report is to be utilized by the City Staff, the City Council, and the County Assessor in the levy and collection of an annual assessment after formation of an assessment district under the requirements of the Landscaping and Lighting Act of 1972 (State of California and Highways Code, Section 22620 to 22631).

# PART A
# PLANS AND SPECIFICATIONS

The facilities, which consist of slopes, greenbelt areas and theme lighting, will be operated, serviced and maintained as generally described as follows:

Landscaping and Appurtenant Facilities
Facilities include but are not limited to: landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalk maintenance resulting from landscape growth and appurtenant facilities, in public street and sidewalk rights-of-way, including medians, parkways and dedicated easements within the boundaries of the Assessment District.

Lighting, Traffic Signals and Appurtenant Facilities
Facilities include but are not limited to: Poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting and traffic signals in public street and sidewalk rights-of-way and dedicated easements within the boundaries of the Assessment District.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the landscaping, public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public lighting facilities or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of the landscaping or appurtenant facilities.

The plans and specifications for the improvements, showing and describing the general nature, location, and the extent of the improvements, are on file in the office of the Director of Public Works and are incorporated herein by reference.

# PART B
# ESTIMATE OF COST

The estimated cost of the operation, servicing and maintenance of the street and sidewalk improvements for Fiscal Year 2024-25, as described in Part A, are summarized herein and described below.

## MAINTENANCE DISTRICT # 6 - ANNUAL COST FACTORS

| | | |
|---|---|---|
| **Acct #** | **Description** | **FY 24-25 Est.** |
| **1. Fixed Costs** | | **Expenses** |
| 4111 | Salaries & Benefits | $16,210 |
| 4113 | Overtime | $102 |
| 4243 | Engineering | $0 |
| 4244 | Legal | $75 |
| 4412 | Property Tax Collection | $449 |
| | **Fixed Costs Totals** | **$16,836** |
| **2. ROUTINE COSTS** | | |
| 4211 | Postage | $148 |
| 4249 | Professional Svc-Other | $60,000 |
| 4261 | Repairs to Equipment | $5,100 |
| 4266 | Contract Services/Grounds Maintenance | $75,775 |
| 4269 | Equipment Service-Other | $2,040 |
| 4282 | Electricity | $4,794 |
| 4285 | Water | $74,970 |
| 4337 | Electrical Supplies & Parts | $2,040 |
| 4339 | Construction & Maintenance/Other | $1,020 |
| 4441 | Miscellaneous Expense | $255 |
| 5800 | Insurance and Other Expenses | $1,616 |
| | **Routine Costs Totals** | **$227,758** |
| | **Total Costs (Fixed & Routine)** | **$244,594** |
| | **Est. Fund Balance as of 1-Jul-2024** | **$175,371** |
| | **Projected Reserve Balance 30-Jun-2025** | **$167,074** |
| | **FY 2024-25 Annual Assessments** | **$236,297** |

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the Districts. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the Districts by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

# PART C
# METHOD OF APPORTIONMENT OF ASSESSMENT

## GENERAL

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include construction, operation, maintenance and servicing of street lights, traffic signals and landscaping.

Section 22573 of the Landscaping and Lighting Act of 1972 (the 1972 Act) requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

> "The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" based on the actual benefit rather than a "special tax."

## ASSESSMENT METHODOLOGY

The parcels of land in the District are single family residential (SFR) lots, with each of these lots benefiting equally from the improvements being maintained. Therefore, the costs associated with the landscaping and lighting within and directly adjacent to the tract will be apportioned on a residential lot basis as follows:

$236,297.25 / 135 SFR's = $1,750.35 / SFR

**This assessment rate is not the maximum rate.** The maximum assessment rate will be increased each year by the annual change in the Consumer Price Index (CPI), All Urban Consumers, for the Los Angeles, Long Beach and Anaheim areas. The actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum assessment rate without receiving property owner approval for the increase. The calculation for the maximum assessment rate is provided in the table below. The increase in CPI for FY 2024-25 is 3.5%.

| Maximum Assessment Rate Calculation | | |
|---|---|---|
| **Fiscal Year** | **CPI Increase** | **Maximum Assessment** |
| FY 2005-06 | | $1350.00 / SFR |
| FY 2006-07 | 4.5% | $1411.00 / SFR |
| FY 2007-08 | 4.3% | $1472.00 / SFR |
| FY 2008-09 | 3.3% | $1521.00 / SFR |
| FY 2009-10 | 3.5% | $1574.24 / SFR |
| FY 2010-11 | 0% | $1574.24 / SFR |
| FY 2011-12 | 1.2% | $1593.13 / SFR |
| FY 2012-13 | 2.7% | $1636.14 / SFR |
| FY 2013-14 | 2% | $1668.86 / SFR |
| FY 2014-15 | 1.1% | $1676.22 / SFR |
| FY 2015-16 | .7% | $1687.95 / SFR |
| FY 2016-17 | 2% | $1721.71 / SFR |
| FY 2017-18 | 1.9% | $1754.42 / SFR |
| FY 2018-19 | 2.8% | $1803.54 / SFR |
| FY 2019-20 | 3.2% | $1861.25 / SFR |
| FY 2020-21 | 3.1% | $1918.95 / SFR |
| FY 2021-22 | 1.6% | $1949.65 / SFR |
| FY 2022-23 | 6.5% | $2076.38 / SFR |
| FY 2023-24 | 4.9% | $2180.07 / SFR |
| FY 2024-25 | 3.5% | $2256.37 / SFR |

# PART D
# ASSESSMENT ROLL

The amount of the total proposed assessment for Fiscal Year 2024-25 apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Orange County Assessor's Office, is contained in the Assessment Roll provided below.

The description of each lot or parcel is part of the Orange County assessment roll and this roll is, by reference, made part of this Report.

| AD # | APN | Lot | Tract | Asmt |
|---|---|---|---|---|
| 1 | 30606101 | 1 | 9531 | $1,750.35 |
| 2 | 30606102 | 2 | 9531 | $1,750.35 |
| 3 | 30606103 | 3 | 9531 | $1,750.35 |
| 4 | 30606104 | 4 | 9531 | $1,750.35 |
| 5 | 30606105 | 5 | 9531 | $1,750.35 |
| 6 | 30606106 | 6 | 9531 | $1,750.35 |
| 7 | 30606107 | 7 | 9531 | $1,750.35 |
| 8 | 30606201 | 8 | 9531 | $1,750.35 |
| 9 | 30606202 | 9 | 9531 | $1,750.35 |
| 10 | 30606203 | 10 | 9531 | $1,750.35 |
| 11 | 30606205 | 11 | 9531 | $1,750.35 |
| 12 | 30606206 | 12 | 9531 | $1,750.35 |
| 13 | 30606207 | 13 | 9531 | $1,750.35 |
| 14 | 30606208 | 14 | 9531 | $1,750.35 |
| 15 | 30606209 | 15 | 9531 | $1,750.35 |
| 16 | 30606211 | 16 | 9531 | $1,750.35 |
| 17 | 30606213 | 17 | 9531 | $1,750.35 |
| 18 | 30606214 | 18 | 9531 | $1,750.35 |
| 19 | 30606215 | 19 | 9531 | $1,750.35 |
| 20 | 30603236 | 20 | 9531 | $1,750.35 |
| 21 | 30606235 | 21 | 9531 | $1,750.35 |
| 22 | 30606218 | 22 | 9531 | $1,750.35 |
| 23 | 30603220 | 23 | 9531 | $1,750.35 |
| 24 | 30603221 | 24 | 9531 | $1,750.35 |
| 25 | 30603222 | 25 | 9531 | $1,750.35 |
| 26 | 30603223 | 26 | 9531 | $1,750.35 |
| 27 | 30603224 | 27 | 9531 | $1,750.35 |
| 28 | 30606307 | 28 | 9531 | $1,750.35 |
| 29 | 30606308 | 29 | 9531 | $1,750.35 |
| 30 | 30606303 | 30 | 9531 | $1,750.35 |
| 31 | 30606304 | 31 | 9531 | $1,750.35 |
| 32 | 30606305 | 32 | 9531 | $1,750.35 |
| 33 | 30606306 | 33 | 9531 | $1,750.35 |
| 34 | 30603225 | 34 | 9531 | $1,750.35 |
| 35 | 30606226 | 35 | 9531 | $1,750.35 |
| 36 | 30606227 | 36 | 9531 | $1,750.35 |
| 37 | 30606234 | 37 | 9531 | $1,750.35 |
| 38 | 30606233 | 38 | 9531 | $1,750.35 |
| 39 | 30606232 | 39 | 9531 | $1,750.35 |
| 40 | 30606231 | 40 | 9531 | $1,750.35 |
| 41 | 30606230 | 41 | 9532 | $1,750.35 |
| 42 | 30606229 | 42 | 9532 | $1,750.35 |
| 43 | 30608102 | 43 | 9532 | $1,750.35 |
| 44 | 30608103 | 44 | 9532 | $1,750.35 |
| 45 | 30608104 | 45 | 9532 | $1,750.35 |
| 46 | 30608105 | 46 | 9532 | $1,750.35 |
| 47 | 30608106 | 47 | 9532 | $1,750.35 |
| 48 | 30608107 | 48 | 9532 | $1,750.35 |
| 49 | 60608108 | 49 | 9532 | $1,750.35 |
| 50 | 30608110 | 50 | 9532 | $1,750.35 |
| 51 | 30608111 | 51 | 9532 | $1,750.35 |
| 52 | 30608112 | 52 | 9532 | $1,750.35 |
| 53 | 30608113 | 53 | 9532 | $1,750.35 |
| 54 | 30608114 | 54 | 9532 | $1,750.35 |
| 55 | 30608115 | 55 | 9532 | $1,750.35 |
| 56 | 30608116 | 56 | 9532 | $1,750.35 |
| 57 | 30608117 | 57 | 9532 | $1,750.35 |
| 58 | 30608118 | 58 | 9532 | $1,750.35 |
| 59 | 30608129 | 59 | 9532 | $1,750.35 |
| 60 | 30608128 | 60 | 9532 | $1,750.35 |
| 61 | 30608121 | 61 | 9532 | $1,750.35 |
| 62 | 30608122 | 62 | 9532 | $1,750.35 |
| 63 | 30608221 | 63 | 9532 | $1,750.35 |
| 64 | 30608220 | 64 | 9532 | $1,750.35 |
| 65 | 30608219 | 65 | 9532 | $1,750.35 |
| 66 | 30608218 | 66 | 9532 | $1,750.35 |
| 67 | 30608217 | 67 | 9532 | $1,750.35 |
| 68 | 30608216 | 68 | 9532 | $1,750.35 |
| 69 | 30608215 | 69 | 9532 | $1,750.35 |
| 70 | 30608214 | 70 | 9532 | $1,750.35 |
| 71 | 30608213 | 71 | 9532 | $1,750.35 |
| 72 | 30608212 | 72 | 9532 | $1,750.35 |
| 73 | 30608211 | 73 | 9532 | $1,750.35 |
| 74 | 30608210 | 74 | 9532 | $1,750.35 |
| 75 | 30608209 | 75 | 9532 | $1,750.35 |
| 76 | 30608208 | 76 | 9532 | $1,750.35 |

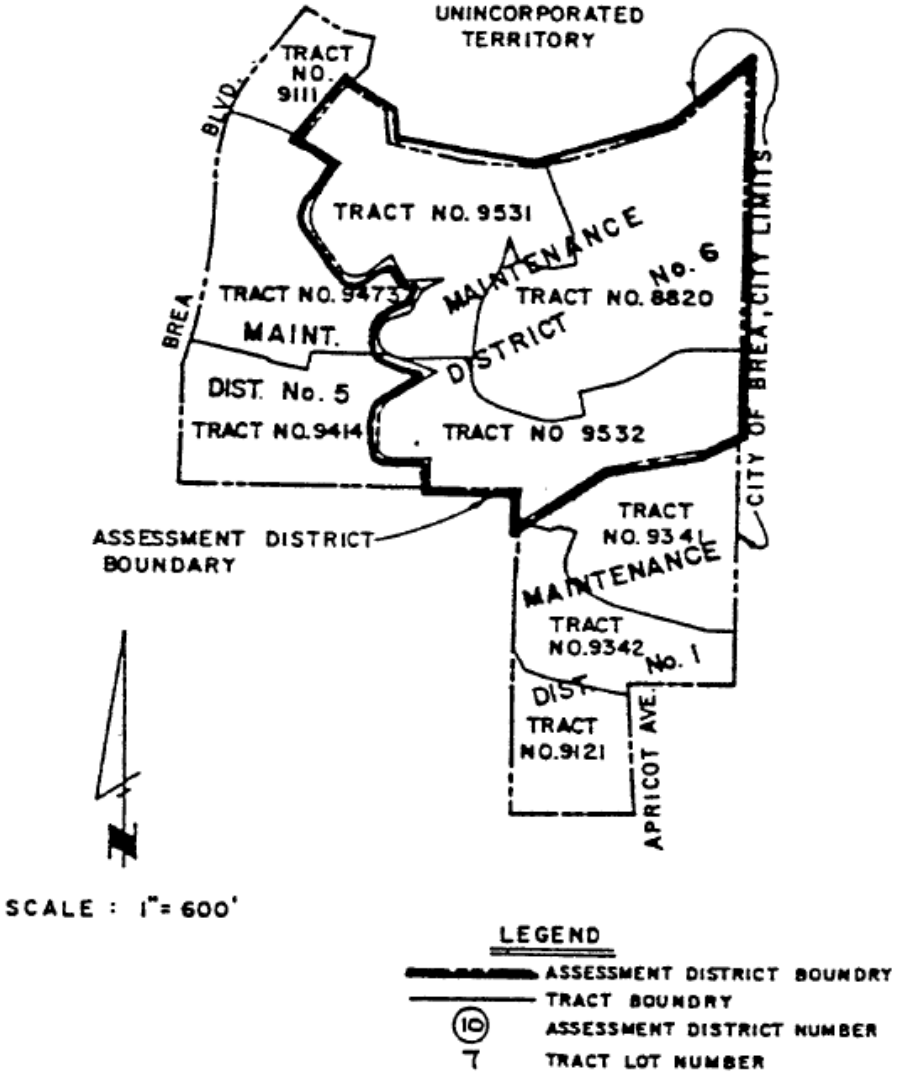
| AD # | APN | Lot | Tract | Asmt |
|---|---|---|---|---|
| 77 | 30608227 | 77 | 9532 | $1,750.35 |
| 78 | 30608226 | 78 | 9532 | $1,750.35 |
| 79 | 30608225 | 79 | 9532 | $1,750.35 |
| 80 | 30608224 | 80 | 9532 | $1,750.35 |
| 81 | 30608223 | 81 | 9532 | $1,750.35 |
| 82 | 30608202 | 82 | 9532 | $1,750.35 |
| 83 | 30608201 | 83 | 9532 | $1,750.35 |
| 84 | 30607301 | 84 | 8820 | $1,750.35 |
| 85 | 30607302 | 85 | 8820 | $1,750.35 |
| 86 | 30607332 | 86 | 8820 | $1,750.35 |
| 87 | 30607304 | 87 | 8820 | $1,750.35 |
| 88 | 30607305 | 88 | 8820 | $1,750.35 |
| 89 | 30607306 | 89 | 8820 | $1,750.35 |
| 90 | 30607307 | 90 | 8820 | $1,750.35 |
| 91 | 30607308 | 91 | 8820 | $1,750.35 |
| 92 | 30607309 | 92 | 8820 | $1,750.35 |
| 93 | 30607333 | 93 | 8820 | $1,750.35 |
| 94 | 30607311 | 94 | 8820 | $1,750.35 |
| 95 | 30607312 | 95 | 8820 | $1,750.35 |
| 96 | 30607334 | 96 | 8820 | $1,750.35 |
| 97 | 30607335 | 97 | 8820 | $1,750.35 |
| 98 | 30607336 | 98 | 8820 | $1,750.35 |
| 99 | 30607316 | 99 | 8820 | $1,750.35 |
| 100 | 30607317 | 100 | 8820 | $1,750.35 |
| 101 | 30607318 | 101 | 8820 | $1,750.35 |
| 102 | 30607319 | 102 | 8820 | $1,750.35 |
| 103 | 30607320 | 103 | 8820 | $1,750.35 |
| 104 | 30607321 | 104 | 8820 | $1,750.35 |
| 105 | 30607322 | 105 | 8820 | $1,750.35 |
| 106 | 30607323 | 106 | 8820 | $1,750.35 |
| 107 | 30607324 | 107 | 8820 | $1,750.35 |
| 108 | 30607204 | 108 | 8820 | $1,750.35 |
| 109 | 30607203 | 109 | 8820 | $1,750.35 |
| 110 | 30607202 | 110 | 8820 | $1,750.35 |
| 111 | 30607201 | 111 | 8820 | $1,750.35 |
| 112 | 30607205 | 112 | 8820 | $1,750.35 |
| 113 | 30607206 | 113 | 8820 | $1,750.35 |
| 114 | 30607207 | 114 | 8820 | $1,750.35 |
| 115 | 30607208 | 115 | 8820 | $1,750.35 |
| 116 | 30607209 | 116 | 8820 | $1,750.35 |
| 117 | 30607210 | 117 | 8820 | $1,750.35 |
| 118 | 30607211 | 118 | 8820 | $1,750.35 |
| 119 | 30607212 | 119 | 8820 | $1,750.35 |
| 120 | 30607213 | 120 | 8820 | $1,750.35 |
| 121 | 30607325 | 121 | 8820 | $1,750.35 |
| 122 | 30607326 | 122 | 8820 | $1,750.35 |
| 123 | 30607327 | 123 | 8820 | $1,750.35 |
| 124 | 30607328 | 124 | 8820 | $1,750.35 |
| 125 | 30607329 | 125 | 8820 | $1,750.35 |
| 126 | 30607330 | 126 | 8820 | $1,750.35 |
| 127 | 30607110 | 127 | 8820 | $1,750.35 |
| 128 | 30607109 | 128 | 8820 | $1,750.35 |
| 129 | 30607108 | 129 | 8820 | $1,750.35 |
| 130 | 30607107 | 130 | 8820 | $1,750.35 |
| 131 | 30607106 | 131 | 8820 | $1,750.35 |
| 132 | 30607105 | 132 | 8820 | $1,750.35 |
| 133 | 30607104 | 133 | 8820 | $1,750.35 |
| 134 | 30607103 | 134 | 8820 | $1,750.35 |
| 135 | 30607102 | 135 | 8820 | $1,750.35 |

# PART E
# ASSESSMENT DISTRICTS' BOUNDARIES

A diagram of the boundaries of Landscape and Lighting Maintenance District No. 6 is included herein.

District No. 6 includes all the properties in the City of Brea located within the tract boundary of Tract No. 8820, recorded in Book 454, Pages 19 through 24 inclusive, Tract No. 9531 recorded in Book 423, Pages 24 through 28 inclusive, and Tract No. 9532 recorded in Book 454, Pages 25 through 28, all of Miscellaneous Maps, records of Orange County, California.

Also, the lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the Assessor of the County of Orange for Fiscal Year 2024-25. The Assessor's maps and records are incorporated by reference herein and made part of this report.

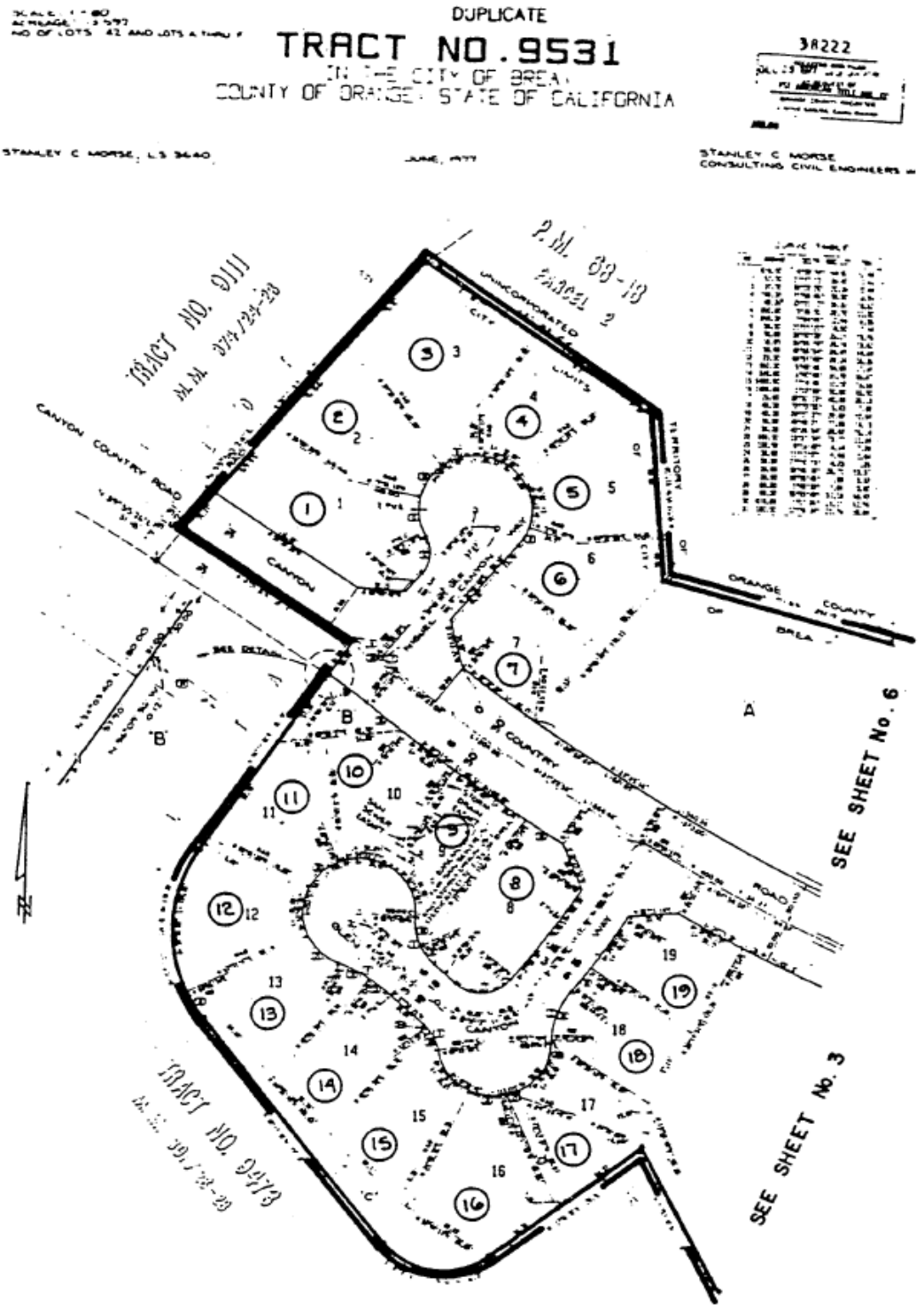



135 PARCELS SHEET 1 OF 1(

ASSESSMENT DIAGRAM

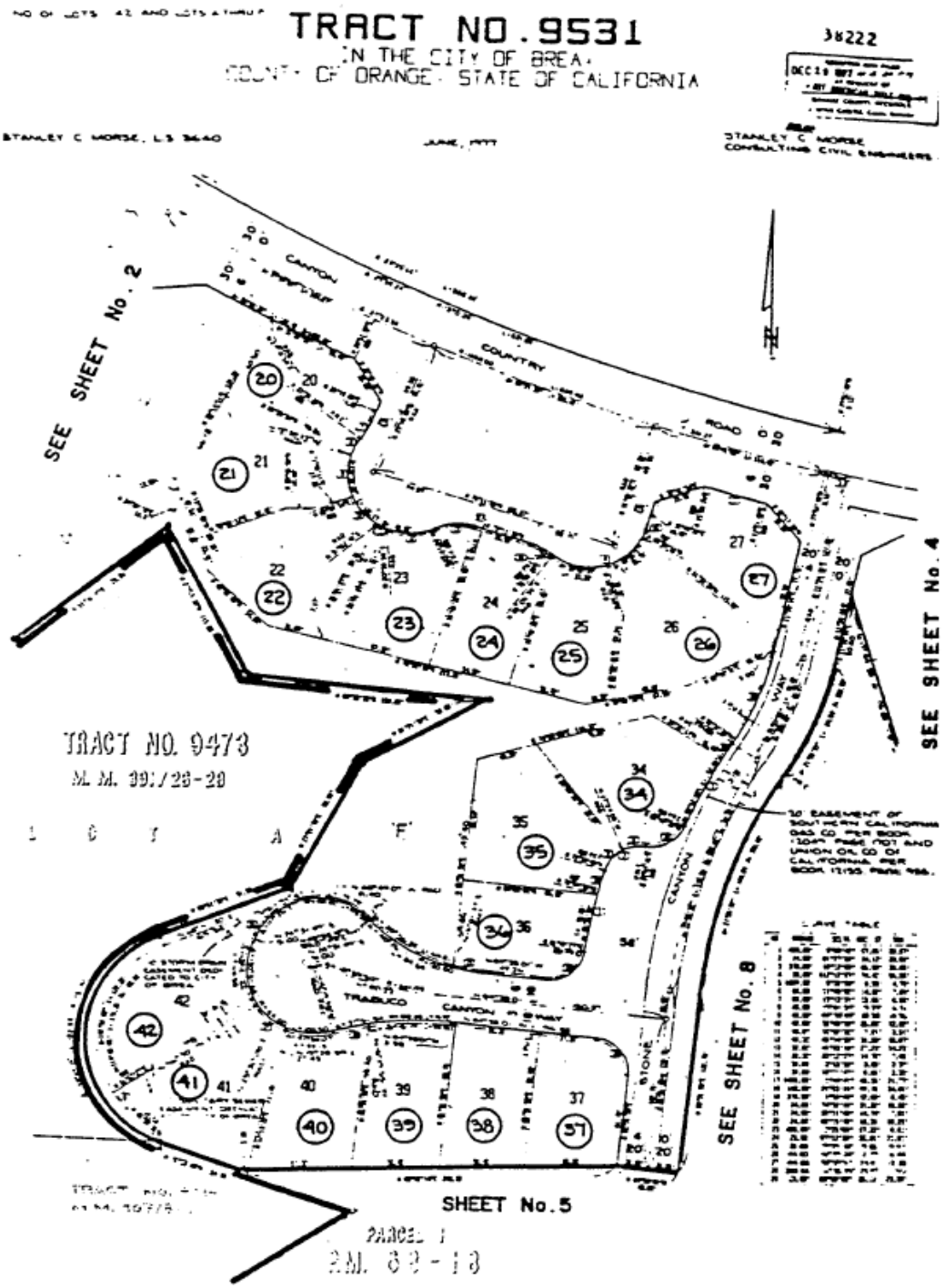
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 6

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA



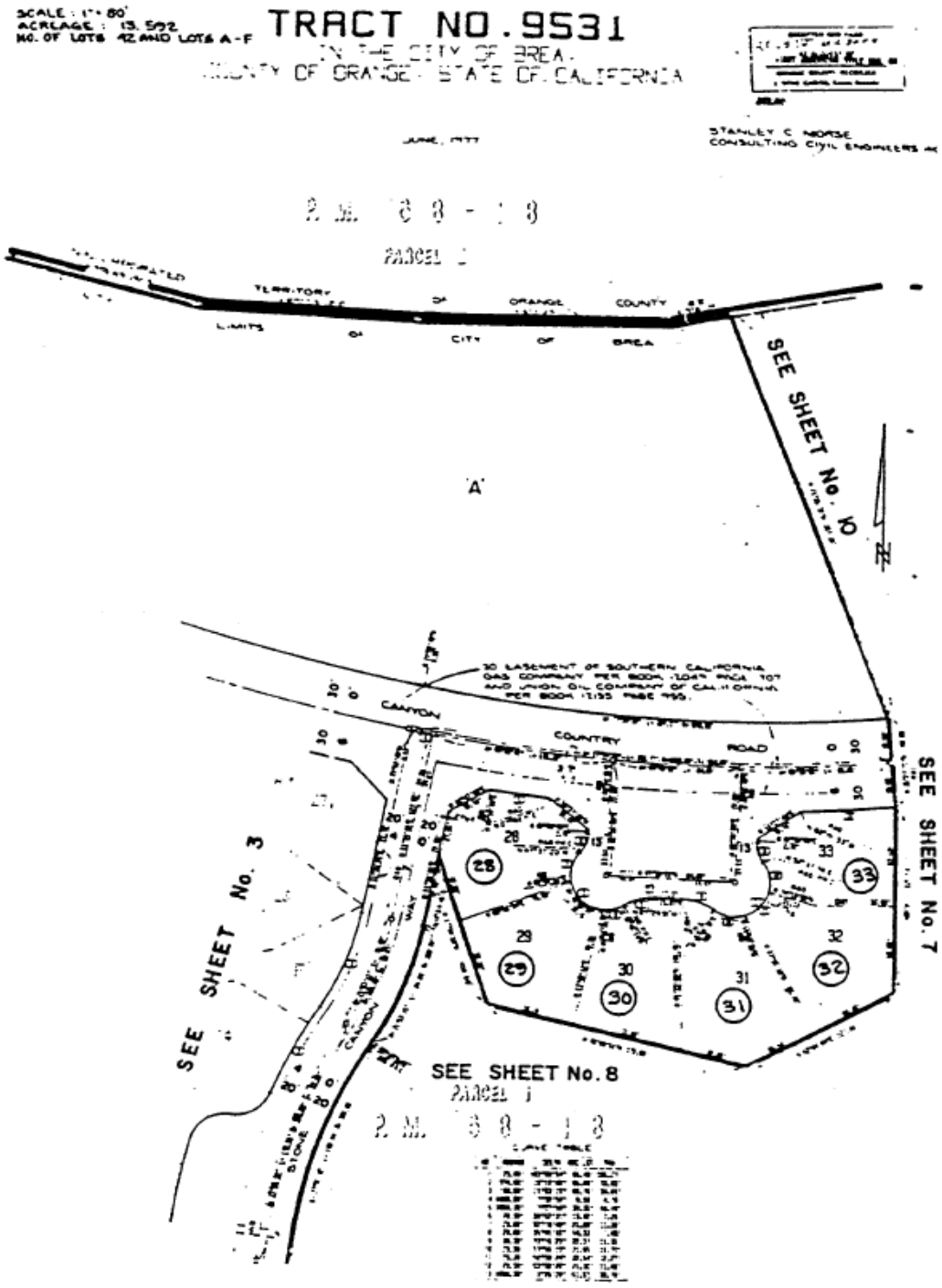

135 PARCELS SHEET 2 OF 10

ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 6
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA




135 PARCELS SHEET 3 OF 10

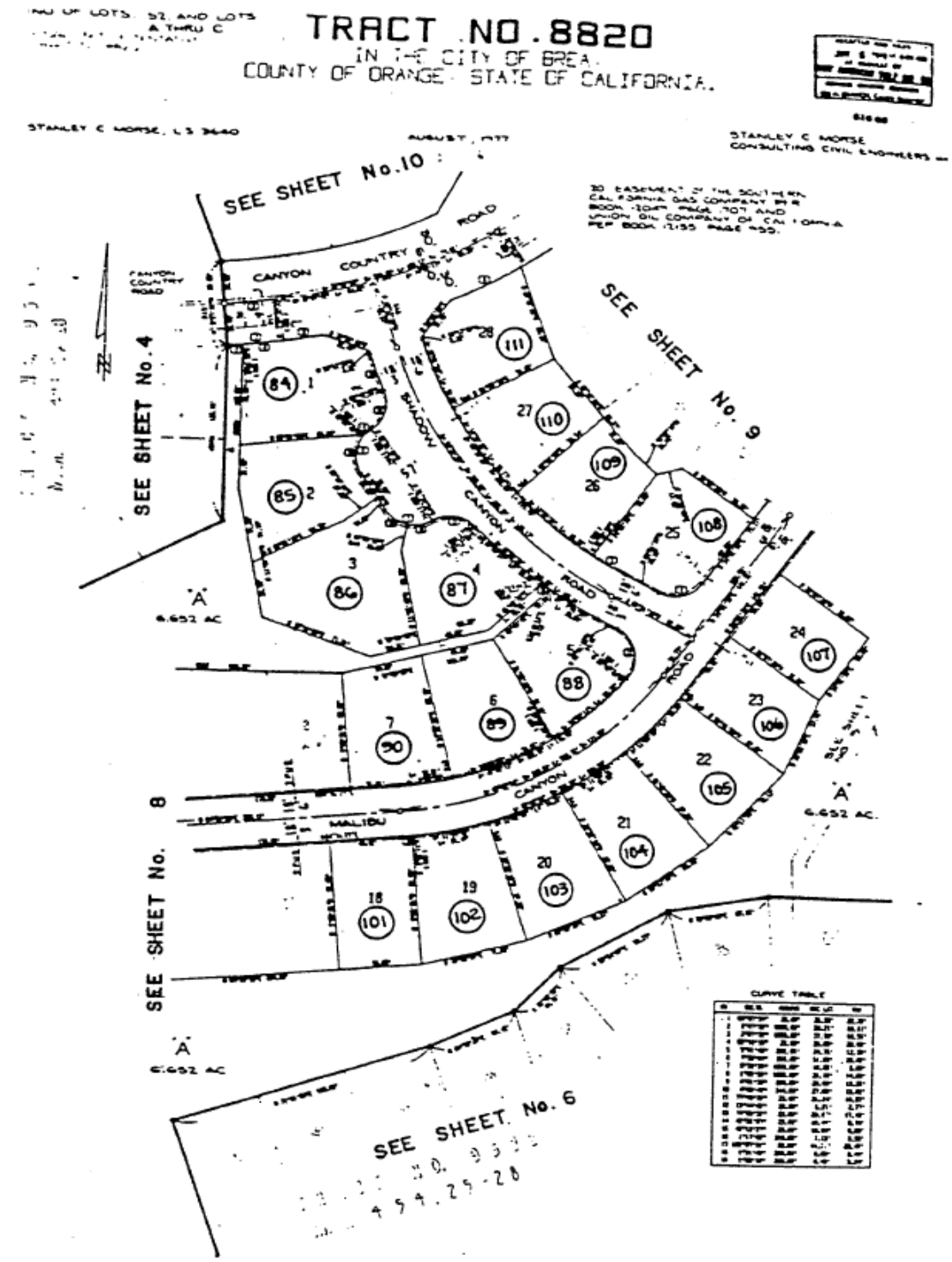
ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 6
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA




135. PARCELS

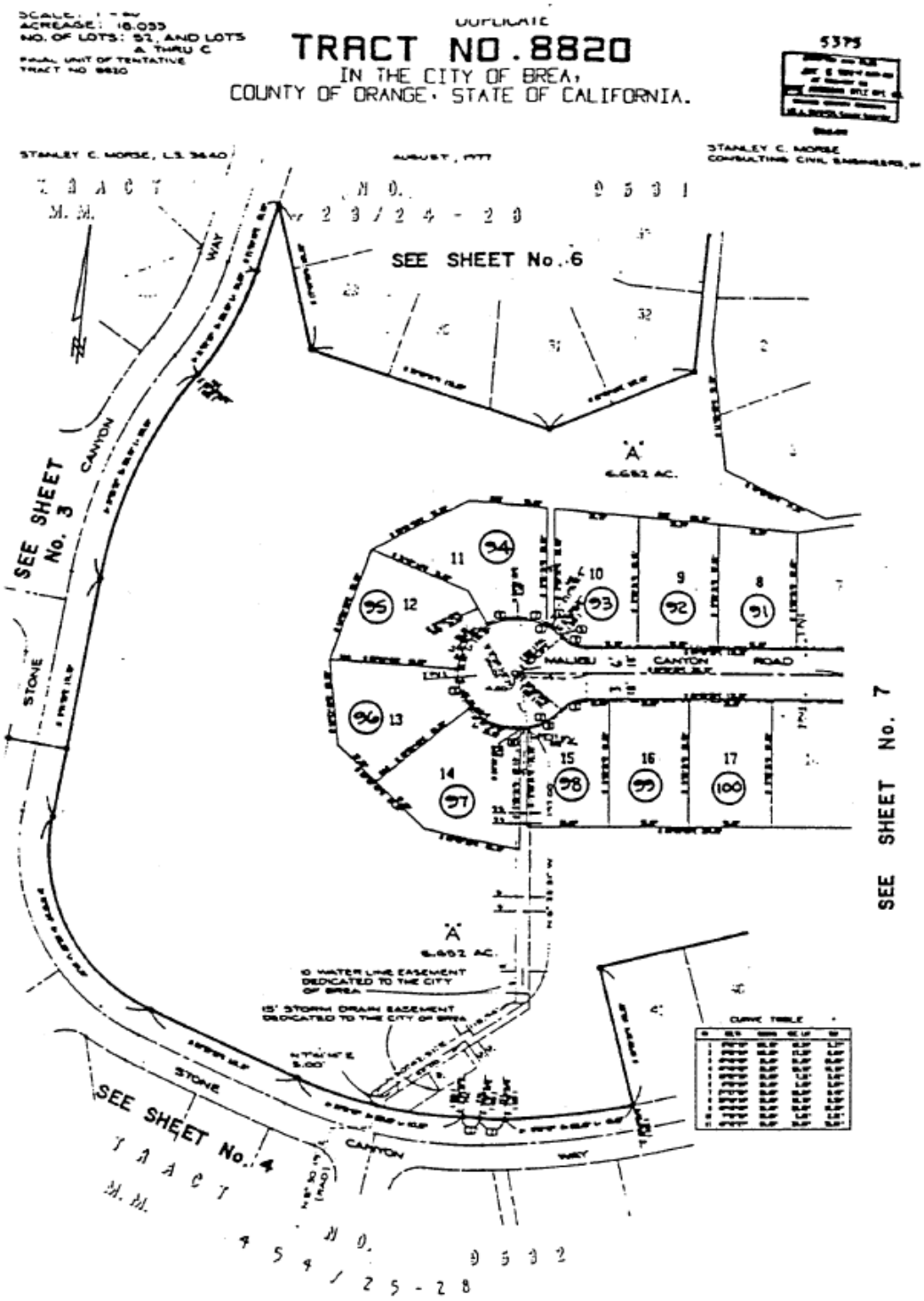
SHEET 4 OF 10

ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 6



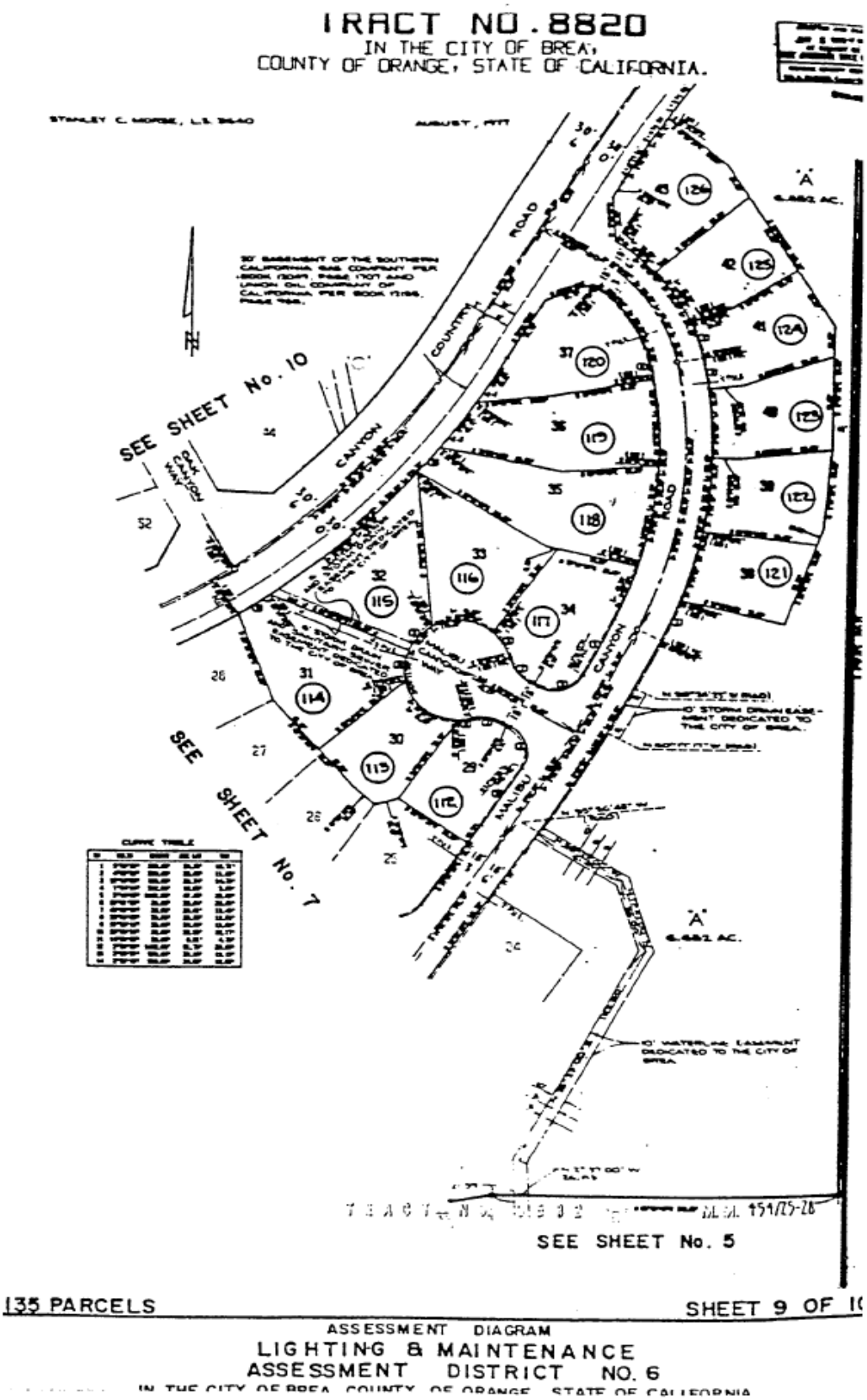

135 PARCELS SHEET 7 OF 10

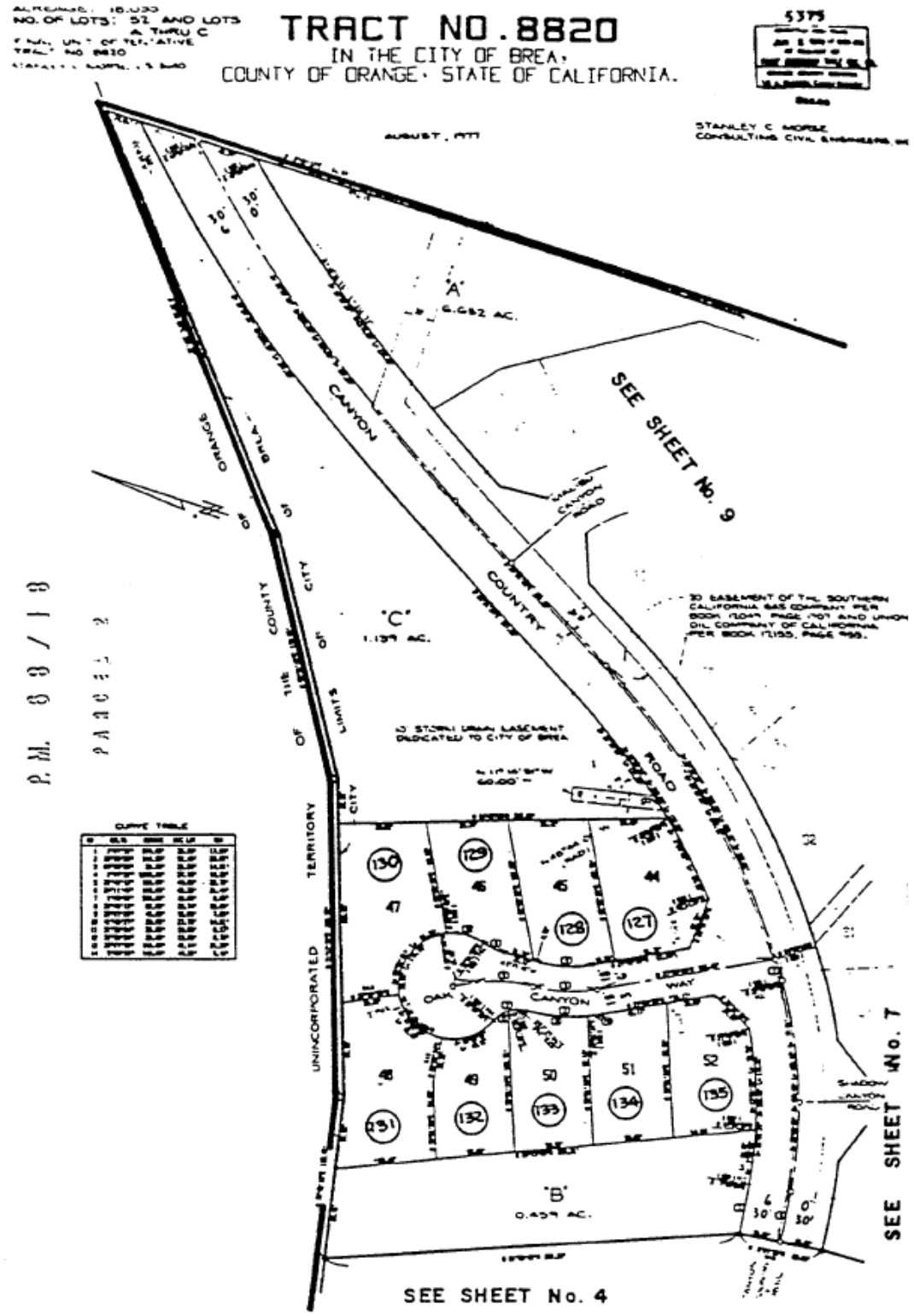
ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 6
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA




135 PARCELS SHEET 8 OF 10

ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 6
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA


TRACT NO. 8820
IN THE CITY OF BREA,
COUNTY OF ORANGE, STATE OF CALIFORNIA.
SEE SHEET No. 10
SEE SHEET No. 7
SEE SHEET No. 5
135 PARCELS
SHEET 9 OF 1(
ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 6




135 PARCELS SHEET 10 OF 10

ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 6
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

# Landscape and Lighting Maintenance District No. 7

# City of Brea

**Prepared under the authority of the**
**Landscape and Lighting Act of 1972**
**Streets and Highways Code**
**State of California**

## Fiscal Year 2024-25

**Submitted by:**

**Michael Ho**
**Director of Public Works**

**April 16, 2024**

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April 16, 2024

Honorable Mayor and City Council
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

**Re: Engineer's Report, Landscape & Lighting Maintenance District No. 7**

Transmitted herewith for your review and consideration is a report entitled, "Landscape and Lighting Maintenance District No. 7, City of Brea."

This report has been prepared in accordance with the Landscape and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code. The report includes all the requirements of the Landscape and Lighting Act of 1972 and the Streets and Highways Code, with particular reference to annual assessments after formation thereof of the District.

The report is submitted herewith for consideration at your next meeting to set a hearing date for the purpose of levying an annual assessment (Streets and Highways Code, Section 22620 to Section 22631).

Respectfully submitted,

Michael Ho, P.E., Director
Public Works Department

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

# Introduction and Background

## Introduction:

This report has been prepared and is submitted for consideration by the City Council of the City of Brea under the authority of the Landscaping and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code.

## Background:

On August 1, 1995 the City Council of the City of Brea adopted and approved Resolution No. 95-85 creating Landscape and Lighting Maintenance District No. 7 in the City of Brea.

The creating of Landscape and Lighting Maintenance District No. 7 in the City of Brea was a requirement of the City of Brea for the development of Tract Nos. 14658, 14657, 15670 and 14656.

The formation of the district and the levy of the first annual assessment was completed in accordance with the requirements of the Landscaping and Lighting Act of 1972 on August 1, 1995.

In FY 2007-08, the property owners submitted ballots and approved an increase in assessment rate. Included in that balloting was an annual CPI escalator that will allow the assessment rate to keep up with the cost of living. The annual escalator sets the maximum rate that the properties might be assessed.

The purpose of this report is to be utilized by the City Staff, the City Council, and the County Assessor in the levy and collection of an annual assessment after formation of an assessment district under the requirements of the Landscaping and Lighting Act of 1972 (State of California and Highways Code, Section 22620 to 22631).

# PART A
# PLANS AND SPECIFICATIONS

The facilities, which consist of slopes and greenbelt areas and theme lighting, will be operated, serviced and maintained as generally described as follows:

Landscaping and Appurtenant Facilities
Facilities include but are not limited to: landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalk maintenance resulting from landscape growth and appurtenant facilities, in public street and sidewalk rights-of-way, including medians, parkways and dedicated easements within the boundaries of the Assessment District.

Lighting, Traffic Signals and Appurtenant Facilities
Facilities include but are not limited to: Poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting and traffic signals in public street and sidewalk rights-of-way and dedicated easements within the boundaries of the Assessment District.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the landscaping, public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public lighting facilities or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of the landscaping or appurtenant facilities.

The plans and specifications for the improvements, showing and describing the general nature, location, and the extent of the improvements, are on file in the office of the Director of Public Works and are incorporated herein by reference.

# PART B
# ESTIMATE OF COST

The estimated cost of the operation, servicing and maintenance of the street and sidewalk improvements for Fiscal Year 2024-25, as described in Part A, are summarized herein and described below.

## MAINTENANCE DISTRICT # 7 - ANNUAL COST FACTORS

| | | |
|---|---|---|
| **Acct #** | **Description** | **FY 24-25 Est.** |
| **1. Fixed Costs** | | **Expenses** |
| 4111 | Salaries & Benefits | $6,018 |
| 4113 | Overtime | $102 |
| 4243 | Engineering | $0 |
| 4244 | Legal | $75 |
| 4412 | Property Tax Collection | $105 |
| | **Fixed Costs Totals** | **$6,300** |
| **2. ROUTINE COSTS** | | |
| 4211 | Postage | $46 |
| 4249 | Professional Svc-Other | $2,500 |
| 4261 | Svc & Repair Equip (4261) | $102 |
| 4266 | Contract Grounds Maintenance | $14,091 |
| 4269 | Bldg. & Equipment Svc | $102 |
| 4285 | Water | $7,905 |
| 4337 | Electrical Supplies | $200 |
| 4339 | Construction & Maintenance | $0 |
| 5800 | Insurance and Other Expenses | $598 |
| | **Routine Costs Totals** | **$25,544** |
| | **Total Costs (Fixed & Routine)** | **$31,844** |
| | **Est. Fund Balance as of 1-Jul-2024** | **$10,900** |
| | **Projected Reserve Balance 30-Jun-2025** | **$14,103** |
| | **FY 2024-25 Annual Assessments** | **$35,047** |

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the Districts. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the Districts by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

# PART C
# METHOD OF APPORTIONMENT OF ASSESSMENT

## GENERAL

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include construction, operation, maintenance and servicing of street lights, traffic signals and landscaping.

Section 22573 of the Landscaping and Lighting Act of 1972 (the 1972 Act) requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

> "The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" based on the actual benefit rather than a "special tax."

## ASSESSMENT METHODOLOGY

The parcels of land in the District are single family residential (SFR) lots, with each of these lots benefiting equally from the improvements being maintained. Therefore, the costs associated with the landscaping and lighting within and directly adjacent to the tract will be apportioned on a residential lot basis as follows:

$35,047.68 / 96 SFR's = $365.08 / SFR

**This assessment rate is the maximum rate.** The maximum assessment rate will be increased each year by the annual change in the Consumer Price Index (CPI), All Urban Consumers, for the Los Angeles, Long Beach and Anaheim areas. The actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum assessment rate without receiving property owner approval for the increase. The calculation for the maximum assessment rate is provided in the table below. The increase in CPI for FY 2024-25 is 3.5%.

| Maximum Assessment Rate Calculation | | |
|---|---|---|
| **Fiscal Year** | **CPI Increase** | **Maximum Assessment** |
| FY 2007-08 | | $245.00 / SFR |
| FY 2008-09 | 3.3% | $253.05 / SFR |
| FY 2009-10 | 3.5% | $261.91 / SFR |
| FY 2010-11 | 0% | $261.91 / SFR |
| FY 2011-12 | 1.2% | $265.05 / SFR |
| FY 2012-13 | 2.7% | $272.21 / SFR |
| FY 2013-14 | 2% | $277.65 / SFR |
| FY 2014-15 | 1.1% | $280.70 / SFR |
| FY 2015-16 | .7% | $282.66 / SFR |
| FY 2016-17 | 2% | $288.31 / SFR |
| FY 2017-18 | 1.9% | $293.79 / SFR |
| FY 2018-19 | 2.8% | $302.02 / SFR |
| FY 2019-20 | 3.2% | $311.68 / SFR |
| FY 2020-21 | 3.1% | $321.34 / SFR |
| FY 2021-22 | 1.6% | $326.48 / SFR |
| FY 2022-23 | 6.5% | $347.70 / SFR |
| FY 2023-24 | 4.9% | $365.08 / SFR |
| FY 2024-25 | 3.5% | $377.86 / SFR |

# PART D
# ASSESSMENT ROLL

The amount of the total proposed assessment for Fiscal Year 2024-25 apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Orange County Assessor's Office, is contained in the Assessment Roll provided below.

The description of each lot or parcel is part of the Orange County assessment roll and this roll is, by reference, made part of this Report.

| AD# | APN | Lot | Tract | Asmt | AD# | APN | Lot | Tract | Asmt |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 29646113 | 1 | 14658 | $365.08 | 39 | 29643133 | 18 | 14657 | $365.08 |
| 2 | 29643114 | 2 | 14658 | $365.08 | 40 | 29633150 | 1 | 15070 | $365.08 |
| 3 | 29643115 | 3 | 14658 | $365.08 | 41 | 29633149 | 2 | 15070 | $365.08 |
| 4 | 29643116 | 4 | 14658 | $365.08 | 42 | 29633148 | 3 | 15070 | $365.08 |
| 5 | 29643117 | 5 | 14658 | $365.08 | 43 | 29633147 | 4 | 15070 | $365.08 |
| 6 | 29643118 | 6 | 14658 | $365.08 | 44 | 29633146 | 5 | 15070 | $365.08 |
| 7 | 29643119 | 7 | 14658 | $365.08 | 45 | 29633145 | 6 | 15070 | $365.08 |
| 8 | 29643120 | 8 | 14658 | $365.08 | 46 | 29633144 | 7 | 15070 | $365.08 |
| 9 | 29643121 | 9 | 14658 | $365.08 | 47 | 29643143 | 8 | 15070 | $365.08 |
| 10 | 29643101 | 10 | 14658 | $365.08 | 48 | 29633141 | 9 | 15070 | $365.08 |
| 11 | 29643102 | 11 | 14658 | $365.08 | 49 | 29633140 | 10 | 15070 | $365.08 |
| 12 | 29643103 | 12 | 14658 | $365.08 | 50 | 29633139 | 11 | 15070 | $365.08 |
| 13 | 29643104 | 13 | 14658 | $365.08 | 51 | 29633138 | 12 | 15070 | $365.08 |
| 14 | 29643105 | 14 | 14658 | $365.08 | 52 | 29633137 | 13 | 15070 | $365.08 |
| 15 | 29643106 | 15 | 14658 | $365.08 | 53 | 29633134 | 14 | 15070 | $365.08 |
| 16 | 29643107 | 16 | 14658 | $365.08 | 54 | 29633133 | 15 | 14657 | $365.08 |
| 17 | 29643108 | 17 | 14658 | $365.08 | 55 | 29633132 | 16 | 14657 | $365.08 |
| 18 | 29643109 | 18 | 14658 | $365.08 | 56 | 29633131 | 17 | 14657 | $365.08 |
| 19 | 29643110 | 19 | 14658 | $365.08 | 57 | 29633130 | 18 | 14657 | $365.08 |
| 20 | 29643111 | 20 | 14658 | $365.08 | 58 | 29633129 | 19 | 14657 | $365.08 |
| 21 | 29643112 | 21 | 14658 | $365.08 | 59 | 29633128 | 20 | 14657 | $365.08 |
| 22 | 29643134 | 1 | 14657 | $365.08 | 60 | 29633126 | 21 | 14657 | $365.08 |
| 23 | 29643135 | 2 | 14657 | $365.08 | 61 | 29633125 | 22 | 14657 | $365.08 |
| 24 | 29643136 | 3 | 14657 | $365.08 | 62 | 29633124 | 23 | 14657 | $365.08 |
| 25 | 29643137 | 4 | 14657 | $365.08 | 63 | 29633123 | 24 | 14657 | $365.08 |
| 26 | 29643138 | 5 | 14657 | $365.08 | 64 | 29633122 | 25 | 14657 | $365.08 |
| 27 | 29643139 | 6 | 14657 | $365.08 | 65 | 29633121 | 26 | 14657 | $365.08 |
| 28 | 29643140 | 7 | 14657 | $365.08 | 66 | 29633120 | 27 | 14657 | $365.08 |
| 29 | 29643141 | 8 | 14657 | $365.08 | 67 | 29644104 | 1 | 14656 | $365.08 |
| 30 | 29643142 | 9 | 14657 | $365.08 | 68 | 29644105 | 2 | 14656 | $365.08 |
| 31 | 29643143 | 10 | 14657 | $365.08 | 69 | 29644106 | 3 | 14656 | $365.08 |
| 32 | 29643126 | 11 | 14657 | $365.08 | 70 | 29644107 | 44 | 14656 | $365.08 |
| 33 | 29643127 | 12 | 14657 | $365.08 | 71 | 29644108 | 5 | 14656 | $365.08 |
| 34 | 29643128 | 13 | 14657 | $365.08 | 72 | 29644109 | 6 | 14656 | $365.08 |
| 35 | 29643129 | 14 | 14657 | $365.08 | 73 | 29644110 | 7 | 14656 | $365.08 |
| 36 | 29643130 | 15 | 14657 | $365.08 | 74 | 29644111 | 8 | 14656 | $365.08 |
| 37 | 29643131 | 16 | 14657 | $365.08 | 75 | 29644112 | 9 | 14656 | $365.08 |
| 38 | 29643132 | 17 | 14657 | $365.08 | 76 | 29644113 | 10 | 14656 | $365.08 |

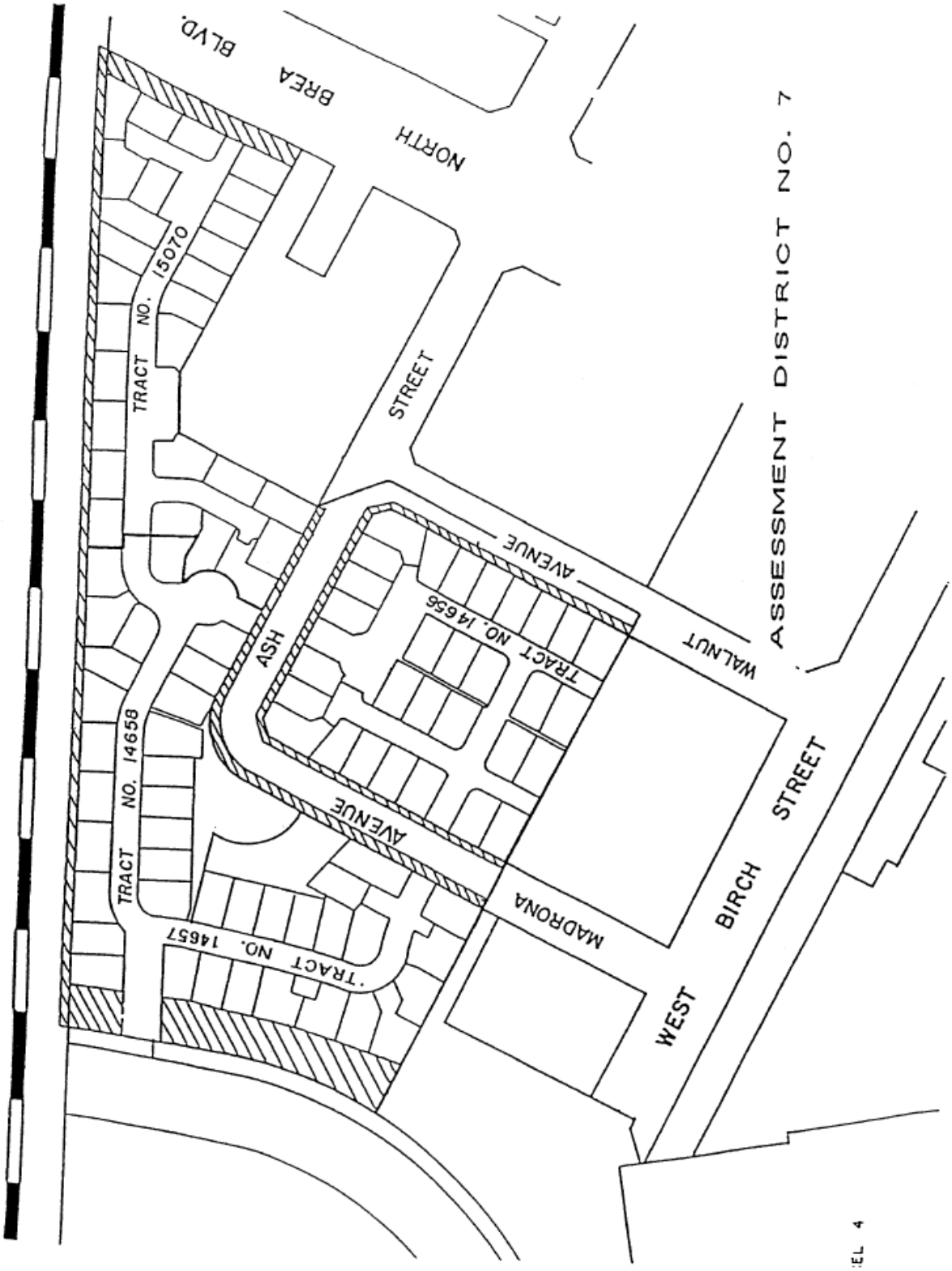
| AD# | APN | Lot | Tract | Asmt |
|---|---|---|---|---|
| 77 | 29644114 | 11 | 14656 | $365.08 |
| 78 | 29644115 | 12 | 14656 | $365.08 |
| 79 | 29644116 | 13 | 14656 | $365.08 |
| 80 | 29644117 | 14 | 14656 | $365.08 |
| 81 | 29644118 | 15 | 14656 | $365.08 |
| 82 | 29644119 | 16 | 14656 | $365.08 |
| 83 | 29644120 | 17 | 14656 | $365.08 |
| 84 | 29644121 | 18 | 14656 | $365.08 |
| 85 | 29644122 | 19 | 14656 | $365.08 |
| 86 | 29644123 | 20 | 14656 | $365.08 |
| 87 | 29644124 | 21 | 14656 | $365.08 |
| 88 | 29644125 | 22 | 14656 | $365.08 |
| 89 | 29644126 | 23 | 14656 | $365.08 |
| 90 | 29644127 | 24 | 14656 | $365.08 |
| 91 | 29644128 | 25 | 14656 | $365.08 |
| 92 | 29644129 | 26 | 14656 | $365.08 |
| 93 | 29644130 | 27 | 14656 | $365.08 |
| 94 | 29644101 | 28 | 14656 | $365.08 |
| 95 | 29644102 | 29 | 14656 | $365.08 |
| 96 | 29644103 | 30 | 14656 | $365.08 |

# PART E
# ASSESSMENT DISTRICTS' BOUNDARIES

A diagram of the boundaries of Landscape and Lighting Maintenance District No. 7 is included herein.

District No. 7 includes all properties in the City of Brea located within the tract boundary of Tract No. 14658 recorded in Book 724, Pages 9 through 11, of Tract No. 14657 recorded in Book 733, Pages 15, 16, and 17, and of Tract Nos. 15070 and 14656 of Miscellaneous Maps, records of Orange County, California.

Also, the lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the Assessor of the County of Orange for Fiscal Year 2024-25. The Assessor's maps and records are incorporated by reference herein and made part of this report.


BREA BLVD.
NORTH
TRACT NO. 15070
STREET
ASSESSMENT DISTRICT NO. 7
AVENUE
WALNUT
TRACT NO. 14656
ASH
TRACT NO. 14658
AVENUE
MADRONA
TRACT NO. 14657
WEST BIRCH STREET

# City of Brea

## City Council Regular Meeting Communication

**Resolution to Adopt Amended Executive Compensation Plan**

| Meeting | Agenda Group |
|---|---|
| Tuesday, April 16, 2024, 7:00 PM | CONSENT CALENDAR Item: 5E |

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

## RECOMMENDATION

Adopt a resolution amending the Executive Compensation Plan for Executive Employees to comply with CalPERS Reportable Compensation Requirements and superseding Resolution No. 92-124 and all 24 amendments.

## BACKGROUND/DISCUSSION

Executive compensation is established by City Council resolution and may be modified from time to time by additional resolutions. The City originally adopted a comprehensive Executive Compensation Plan (Resolution No. 92-124) on November 25, 1992. This resolution and amendments cover classification, compensation, and terms of employment through and including April 2, 2024. Periodically the City Council updates the Executive Compensation Plan and Benefits Policy through amendments to reflect changes in salaries and benefits affecting our Executive employees. To date, the original resolution has been amended 24 times. Most recently the Executive Compensation Plan was amended with two resolutions on April 2, 2024. At times updates are implemented based on changes required by law, audits or when circumstances come to the City's attention that certain provisions need revisions to comply with state law or with the California Public Employees' Retirement System (CalPERS) regulations.

1992 was the last time the Executive Compensation Plan resolution was amended in its entirety. At that time, the City established the following guidelines for Executive's benefits and compensation:

*The Executive Compensation plan is designed to be:*

- Competitive and ensure that the City can recruit and retain quality Executives.
- Structured to ensure proper internal relationships between Executives and their subordinates.
- Responsive to Executive needs, goals, and aspirations.

*More specifically, the compensation plan is designed to:*

- Affirm the City's commitment to pay for performance.
- Ensure that each Executive position is compensated fairly in relationship to the labor market and subordinate positions.
- Provide the City with the flexibility to compensate its best Executives above the median of the labor market.
- Provide a systematic and predictable procedure for adjusting Executive salary and benefits on an annual basis.
- Involve Executives in an annual compensation adjustment review process including changes to both salaries and benefits.
- Identify a variety of benefit modifications the City may wish to consider in the future

In addition to City Council guidelines, the Executive Compensation Plan has to comply with our pension contract with CalPERS. To that end, CalPERS requires that only certain compensation earned as defined under specific Government Code and corresponding administrative regulations can be reported to CalPERS and be considered in calculating retirement benefits for both Classic members and PEPRA employees. In order to determine the amount of compensation earnable, a

member’s pay rate is limited to the amount identified on a publicly available pay schedule and compensation plan benefits (MOU or Compensation Plan Resolution) that is publicly approved by the governing body. Therefore, in order for any compensation to be considered reportable to CalPERS, it requires that it must meet the definition of Government Code 20636 “Compensation Earnable” for Classic members or Government Code 7522.34 “Pensionable Compensation” for PEPRA members, and must be pursuant to CCR 571 (Classic) and 571.1 (PEPRA).

It is necessary from time to time to review and adjust the Executive Compensation Plan to ensure it is compliant with CalPERS compensation reporting regulations. After a recent CalPERS compensation review with their Compensation Compliance and Audit Resolution Unit, the City was informed that some compensation that falls under the Executive Compensation Plan, was not being reported in accordance with CalPERS reporting requirements and also that it would be beneficial to update the existing Executive compensation resolution. To comply with the CalPERS compensation reporting regulations, the City worked with CalPERS’ audit team to revise language in the Executive Compensation Plan that would meet regulatory compliance.  This resulted in the City Council’s recent approval of Resolution No. 2024-018 and Resolution No. 2024-018 on April 2, 2024. Now we are asking that the City Council incorporate those recent changes and adopt a master benefits compensation resolution for all Executives.

The attached executive compensation plan combines all 24 existing amendments and creates a master document that captures all the revisions that have been approved since the 1992 resolution was adopted.  Generally speaking, the Executive Compensation Plan’s terms are consistent with the same types of benefit available to all labor groups.  The master resolution also includes clean up language that was identified during the review process.

## FISCAL IMPACT/SUMMARY

There is no fiscal impact associated with this action item. These revisions are necessary to comply with CalPERS reporting requirements and the adjustment will allow the City to remain competitive in the current labor market to continue to attract and maintain quality executives. This action combines 24 amendments to the current Executive Compensation Plan that was originally adopted in 1992 with Resolution No. 92-124. The new resolution shall supersede the amended Resolution No. 92-124 effective the pay period that includes April 13, 2024.

## RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by:  Mario E. Maldonado, Human Resources Manager
Concurrence:  Kristin Griffith, Administrative Services Director

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**Attachments**

2024-028 - Executive Compensation Plan.pdf

**RESOLUTION NO. 2024-028**

**A RESOLUTION OF THE CITY OF BREA AMENDING THE EXECUTIVE COMPENSATION PLAN AS AMENDED**

A. Recitals

(i) Section 9.6(a)(b) of the Brea Municipal Code provides that the City Council shall cause to be prepared, revised, installed and maintained, a positions classification plan covering all positions within the classified service, including employment standards and qualifications for ech class and to approve a plan of compensation directly correlated to the position classification plan and a rate or range of pay for each class.

(ii) On November 25, 1992, as amended October 5, 1993, November 7, 1995, December 19, 1995, May 7, 1996, February 17, 1998, September 7, 1999, February 6, 2001, October 16, 2001, September 17, 2002, November 16, 2004, September 20, 2005, September 5, 2006, August 21, 2007, April 20, 2010, June 7, 2011, June 17, 2014, November 17, 2015, May 7, 2019, September 21, 2021, July 19, 2022, November 15, 2022, June 20, 2023, and April 2, 2024 the CITY OF BREA, a municipal corporation ("CITY" hereinafter) adopted and approved Resolution 92-124, a "Resolution of the Council of the City of Brea Amending the Executive Compensation Plan as Amended."

(iii) It is the desire of the CITY to amend said Resolution No. 92-124.

(iv) It is necessary from time to time to review and adjust the compensation plan to reflect the changing organizational responsibilities of the City of Brea, to ensure the efficient and economical operation of the various departments, and when possible, to provide compensation which is competitive

in the comparable labor market.

(v) It is recognized that preparing for succession of key management employees is a critically important component of the Executive Compensation Plan, and that a dynamic and flexible succession plan will promote long-term stability and assist in both the attraction and retention of senior staff.

(vi) All amendments set forth in this Resolution shall be effective July 16, 2024, unless specifically provided herein.

B. Resolution

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

1. Amend the Executive Compensation Plan as follows:

Executive compensation is established by City Council Resolution and may be modified from time to time by additional Resolutions. The information contained herein is valid as of the date indicated on the cover and in the header/footer, and represents Resolution 92-124 and subsequent amendments thereto.

Executive compensation guidelines were reviewed and revised in 1984 based on recommendations in the Final Report of the 1984 Ralph Anderson Compensation Study; in May 1992, by the City Council appointed Blue Ribbon Committee; and again in 1998 by the City Council with assistance from the management consulting firm of Shannon Associates.

**Plan Guidelines**

The Executive Compensation plan is designed to be:

- Competitive and ensure that the City can recruit and retain quality Executives.

- Structured to ensure proper internal relationships between Executives and their subordinates.
- Responsive to Executive needs, goals, and aspirations.

More specifically, the plan is designed to:

- Reconfirm the City's commitment to pay for performance.
- Ensure that each Executive position is compensated fairly in relationship to the labor market and subordinate positions.
- Provide the City with the flexibility to compensate its best Executives above the median of the labor market.
- Provide a systematic and predictable procedure for adjusting Executive salary and benefits on an annual basis.
- Involve Executives in an annual compensation adjustment process including changes to both salaries and benefits.
- Identify a variety of benefit modifications the City may wish to consider in the future.

## SECTION I. SALARY

### A. Salary Range Format

The salary ranges for Executives are broad enough to ensure: 1) long-term career growth and flexibility in granting merit increases; and, 2) both the entry and maximum levels of the salary ranges are competitive with the labor market.

The salary range is approximately 20 percent without specific steps. The maximum of the salary range is set at the median top step in the labor market. The

entry point of the salary range shall be set at an amount that is 20 percent less than the maximum level of the salary range.

**B. Annual Salary Range Adjustment**

Effective July of each year, annual adjustments may be made to Executive salary ranges and benefits in recognition of changes in the cost of living, labor market conditions, and internal relationships and salary and benefit adjustments granted to other City employees. However, Executives shall not be eligible for salary merit adjustments or performance awards until their next anniversary date. All merit salary adjustments and/or performance awards shall be based solely on performance.

**C. Merit Salary Adjustments**

Executives are eligible to receive a merit salary adjustment within the salary range based on performance. This adjustment is granted on each Executive's anniversary date, based on a performance review by the City Manager.

The merit increase budget will be at least as much as would have been available under the step increase system used for other City employees.

The amount of the merit salary increase recommendation for each Executive is based on performance and may vary between one (1) percent and ten (10) percent. It is assumed that with good long-term performance, an Executive will reach the maximum of the range in approximately four or five years.

**D. PERFORMANCE AWARD PROGRAM ("Bonus Pay")**

Annual Performance Awards are available to all qualified Executives who demonstrate exceptional performance of their duties during the prior year. These awards shall be called "Bonus Pay" in accordance with the California Public

Employees' Retirement System (CalPERS) definition of reportable special compensation and may be granted to all Executives whose performance is "Outstanding/Superior" or "Exceeds Expectations" during the review period. Bonus Pay shall be recommended and approved by the sole discretion of the City Manager, and shall be based on the achievement of mutually agreed upon goals and objectives which are above and beyond performance expectations. Executive performance will be evaluated, but not limited to the following categories: Customer Service; Leadership, Judgement and Decision Making; Communication; Planning and Organizing; Accomplishment of Organization and City Council Priorities and Projects and Community Engagement.

At the end of the review period, employees will be rated on their demonstration of competencies, which describes their overall performance for the year, using the following rating scale:

- Outstanding/Superior
- Exceeds Expectations
- Meets Expectations
- Below Expectations

**Outstanding/Superior** - Employee demonstrates particularly excellent sustained performance that is of such high quality that organizational goals have been achieved that would not have been otherwise.

**Exceeds Expectations** - Employee demonstrates unusually good performance that exceeds expectations in critical areas and exhibits a sustained support of organizational goals.

**Meets Expectations** - The employee demonstrates good, sound performance that meets organizational goals.

**Below Expectations** - The employee's performance shows development areas that require correction and improvement.

Modifications to the individual's performance plan can be made based on changes in position, business operations or shifts in strategic direction, which may affect the individual's plan or the levels of performance associated with it. The individual's plan should not be changed due to individual preference or actual performance.

**Determining Bonus Pay** – Bonus Pay should be defined under a system that is based on an individual Executive's performance to achieve exceptional results. Bonus Pay will be paid for individual's achieving a "Meets Expectations" or higher overall rating performance based on the criteria documented in the City's annual evaluation.

The amount of the award that an Executive earns is based upon the City Manager's assessment of the Executive's achievement of expected results in achieving goals and objectives and their overall performance. The amount of the award is based on the base salary the employee received during the previous review period.

The following table describes a standard Bonus Pay Program at the City of Brea:

**Bonus Pay - Matrix**

| Overall Performance Rating | Bonus Pay |
|---|---|
| Outstanding / Superior | 7-10% of base salary |
| Exceeds Expectations | 4-6% of base salary |
| Meets Expectations | 1 - 3% (Not Reportable to CalPERS) |
| Below Expectations | 0% (Not Eligible) |

Performance awards may not exceed ten (10%) percent of an Executive's annualized salary range maximum and awards are reported to the CalPERS as earned in the reporting period. In accordance with CalPERS reportable compensation guidelines (CCR 571), Bonus Pays are only reportable to CalPERS for Classic Members; PEPRA Members are excluded for reporting, but can still be granted Bonus Pay.

Executives shall be eligible to receive Bonus Pay annually on their anniversary date. Bonus Pay will be paid in a lump sum and are not considered part of the Executive's base salary.

Any combination of merit salary adjustment and Bonus Pay may not exceed ten (10%) percent of the top step of the Executive's applicable salary range.

The purpose and advantages of the Performance Award Program are that:

- It gives the City the flexibility to pay the most productive Executives above the median in the labor market.

- It provides a clear signal that the City wants to encourage and reward exceptional performance standards.
- It targets the group of employees that can have the most significant impact on the City.
- It is cost effective in that the Bonus Pay is not built into the base salary of the Executive for future years
- It improves the City's ability to recruit and retain quality Executives.

**E. SALARY**

Effective July 10, 2021, salary ranges shall be as follows:

| Class Title | Monthly Salary Range | |
|---|---|---|
| | Minimum | Maximum |
| Administrative Services Director | $14,946 | $17,504 |
| Assistant City Manager/Director | $17,125 | $20,054 |
| Community Development Director | $13,936 | $16,422 |
| Community Services Director | $14,105 | $16,361 |
| Fire Chief | $16,610 | $19,318 |
| Police Chief | $16,957 | $19,987 |
| Public Works Director | $14,538 | $17,157 |

Effective November 26, 2022, salary ranges shall be as follows:

| Class Title | Monthly Salary Range | |
|---|---|---|
| | Minimum | Maximum |
| Administrative Services Director | $15,395 | $18,029 |
| Assistant City Manager/Director | $17,639 | $20,655 |
| Community Development Director | $14,354 | $16,915 |
| Community Services Director | $14,528 | $16,851 |
| Fire Chief | $17,108 | $19,897 |
| Police Chief | $17,466 | $20,587 |
| Public Works Director | $14,975 | $17,671 |

Effective July 8, 2023, salary ranges shall be as follows:

| Class Title | Monthly Salary Range | |
|---|---|---|
| | Minimum | Maximum |
| Administrative Services Director | $17,282 | $20,239 |
| Assistant City Manager/Director | $18,167 | $21,276 |
| Community Development Director | $16,068 | $18,935 |
| Community Services Director | $15,477 | $17,952 |
| Fire Chief | $18,882 | $21,961 |
| Police Chief | $20,176 | $23782 |
| Public Works Director | $16,229 | $19,152 |

Effective July 6, 2024, salary range shall be as follows:

| Class Title | Monthly Salary Range | |
|---|---|---|
| | Minimum | Maximum |
| Administrative Services Director | $17,801 | $20,846 |
| Assistant City Manager/Director | $18,712 | $21,914 |
| Community Development Director | $16,550 | $19,503 |
| Community Services Director | $15,941 | $18,490 |
| Fire Chief | $19,449 | $22,619 |
| Police Chief | $20,782 | $24,495 |
| Public Works Director | $16,716 | $19,727 |

Temporary and/or permanent assignments and compensation of Executive Management employees made by the City Manager to effect specific succession planning strategies in the organization shall only be made within current City Council approved budget authority for the term of the appointment. City Council members shall be consulted by the City Manager prior to making such appointments.

**SECTION 2. MAJOR HEALTH AND WELFARE BENEFITS**

**A. Flexible Benefit Plan**

The City's Flexible Benefit Plan shall include for the Executive and eligible dependents, City sponsored: medical insurance, dental insurance, and vision care

insurance. The Flexible Benefit Plan may also include, for Executives only, optional life insurance, short-term disability, deferred compensation, education reimbursement (for college-level courses only), and paid administrative leave.

Effective January 1, 2012, the City's contribution toward Flexible Benefit Plan options is $1,600 per month.

Retiree Medical Benefit. Within the $1,600 monthly Flexible Benefit Plan contribution amount listed above, $350 is considered to be the City's contribution toward the CalPERS Health Insurance Program for medical insurance and shall be reported to CalPERS as such. This $350 per month shall be the City's contribution toward retiree medical insurance coverage. There is no opt out value for retiree medical plan. The parties intend that the entitlement to receive a retiree medical benefit of $350 per month is a vested benefit for all Executives hired by the City on or before September 1, 2022. The inclusion of this vesting language is to comply with the Supreme Court's decision in *M&G Polymers v. Thacket*, 135 S.Ct. 935 (2015), requiring that the intent to vest a benefit be explicitly set forth.

Effective September 1, 2022, for all new Executives hired and subsequently retired from the City, the City's medical contribution towards retiree health insurance shall be the CalPERS Public Employees' Medical and Hospital Care Program (PEMHCA) minimum (as determined by CalPERS on an annual basis), not to exceed the actual cost of the plan selected. (PEMHCA minimum is $157 for calendar year 2024)

Executives who do not use the full amount of the Flexible Benefit Plan contribution for optional benefits provided herein may elect to receive the remaining

amount as taxable cash in the bi-weekly payroll, or to deposit the amount in a deferred compensation plan, or to apply such amount towards a qualified retirement health savings account.

Should the total cost of premiums for benefits selected under the Flexible Benefit Plan exceed the City's monthly contribution, the overage will be paid by the Executive via payroll deductions. The City will continue to pay the administrative fee for the CalPERS Health Insurance Program medical insurance plan.

**B. Public Employee's Retirement System (CalPERS)**

All employees covered under this Resolution shall be members of the State of California Public Employees' Retirement System (CalPERS) and are subject to all applicable provisions of the City's contract with CalPERS, as amended. As regards to Classic employees hired on or before City Council adoption of this Resolution, into Executive Management classifications, effective the first payroll period commencing on or after July 1, 2021, or the date of City Council adoption of this Resolution, whichever is later. The above City-funded Classic Safety employee CalPERS contributions shall be twelve percent (12%) of CalPERS reportable compensation for Safety Executive Management employees. The above City-funded Classic Miscellaneous employee CalPERS contributions shall be seven percent (7%) of CalPERS reportable compensation for Miscellaneous Executive Management employees.

The CalPERS plan in effect for Miscellaneous Executive Management employees hired on or before December 31, 2012 is the 2% @ 55 formula based on the three highest years. The CalPERS plan in effect for Safety Executive Management employees hired on or before June 30, 2011 is 3% @ 50 formula based on single

highest year. Safety employees hired between July 1, 2011 and December 21, 2012 shall be on the 2% @ 50 formula. All new Safety employees with no prior CalPERS service hired after January 1, 2013 or with a break in CalPERS service of more than six (6) months will fall under the new PEPRA formula as required by law. This new Safety Executive Management employees shall be on the 2.7% @ 57 formula. Pursuant to PEPRA, "new employees" or "new members" hired on or after January 1, 2013, shall individually pay at least fifty percent (50%) of the total normal cost of pension as is determined each year by CalPERS to be the employee contribution rate. (PEPRA normal cost rate for Safety employees in 2022 is 13%).

All new Miscellaneous Executive Management employees with no prior CalPERS service hired after January 1, 2013 or with a break in CalPERS service of more than six (6) months will fall under the new PEPRA formula as required by law. These new employees shall be on the 2% @ 62 formula. Pursuant to PEPRA, "new employees" or "new members" hired on or after January 1, 2013, shall individually pay at least fifty percent (50%) of the total normal cost of pension as is determined each year by CalPERS to be the employee contribution rate. (PEPRA normal cost rate for Miscellaneous employees in 2022 is 6.25%).

1959 Survivor Benefit. The CalPERS Retirement Plan has been amended to include the Fourth Level 1959 Survivor Benefit. The Executive shall pay 100% of all monthly costs for this benefit, in addition to the $2.00 monthly cost for the Basic Level 1959 Survivor Benefit.

**C. Life Insurance**

Based on the life insurance policy limitations, the City shall provide for each

Executive a term life insurance policy with a maximum benefit of two times (2x) their annual salary. The Executive shall be responsible for the taxes on the premium amount for coverage exceeding $50,000. An Executive may purchase additional (optional) life insurance coverage as permitted by the carrier, either through the Flexible Benefit Plan or at his/her own expense.

**D. Long-Term Disability Insurance Plan (LTD)**

The City shall provide Long-Term Disability Insurance benefits for all Executives. Long-Term Disability benefits shall equal 66-2/3% of the Executive's basic monthly earnings, reduced by any deductible benefits. No benefits shall be payable for the first Sixty (60) days of each period of total disability, or until after the Executive has exhausted his/her accumulated sick leave, whichever is greater.

**E. Section 125 Program**

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

**F. Executive Allowance for Wellness**

The City shall contribute a maximum of $1000 per fiscal year toward reimbursement for the actual expenses incurred by each Executive for any combination of the following:

1. Fitness Training or Membership Programs. Reimbursable expenses must be pre-approved by the Human Resources Manager prior to incurring the expense.

Requests for reimbursement may be submitted to the Human Resources Manager once per quarter during each fiscal year. Quarters of the fiscal year shall be defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 30, and April 1 through June 30. Requests for reimbursement will be paid for the fiscal year in which they are received and approved. All requests for reimbursement must be accompanied by an itemized receipt for expenses incurred.

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

3. Voluntary Annual Medical Examination. The contribution shall be available to pay for medical insurance deductibles or other non-reimbursed medical expenses for a voluntary annual medical examination. The medical examination shall be conducted by a physician in active practice licensed by California State Law and within the scope of his/her practice as defined by California State Law. Employees are required to submit the cost of the medical examination through their medical insurance carrier prior to submitting a request for reimbursement from the City. An employee's request for reimbursement must be submitted to the Personnel Officer, and must be accompanied by an itemized receipt for

expenses incurred and the “Explanation of Benefits” (EOB) statement from his/her medical insurance carrier.

4. Unreimbursed Medical Expenses. Expenses related to other medical care or procedures which are not covered by medical, dental or vision care insurance or which exceed the limits of coverage in any year, subject to evidence that the expenses were not reimbursed or covered by insurance.

5. Weight Reduction. The City contribution shall be available for reimbursement of registration and meeting expenses for weight reduction programs. An employee's initial request for reimbursement must be accompanied by an itemized receipt for expenses incurred and proof that he/she has been attending the pre-approved weight reduction program for a minimum of thirty (30) calendar days or completion of the program. All subsequent requests for reimbursement submitted to the Human Resources Manager must be accompanied by an itemized receipt for expenses incurred, as well as verification of continued participation/attendance.

6. Fitness, Cardiovascular and Strength Training Equipment. Up to 75% of the annual City contribution may be applied to the purchase of home equipment for personal fitness. Employees may request reimbursement of up to $750 (or the balance available if a portion has been expended for other purposes listed above) by submitting proof of purchase and a signed statement that the equipment will be used by the employee for his/her personal fitness program.

**SECTION 3. LEAVE TIME BENEFITS**

**A. Vacation Accruals**

Executives shall earn and accrue vacation leave time at the following rates:

| Following | Vacation Accrual |
|---|---|
| Initial Hire | 120 hours/year (approx. 4.62 hours/payroll period) |
| 7 Years | 140 hours/year (approx. 5.00 hours/payroll period) |
| 13 Years | 160 hours/year (approx. 6.16 hours/payroll period) |
| 16 Years | 175 hours/year (approx. 6.73 hours/payroll period) |
| 19 Years | 200 hours/year (approx. 7.69 hours/payroll period) |

Executives may accumulate earned and accrued vacation leave on an unlimited basis. Executives can be paid for unused vacation leave earned and accrued above a total of 80 hours, not to exceed pay for such vacation leave which may be earned and accrued in two consecutive years, except at termination. Such payments must be approved in advance, in writing, by the City Manager.

**B. Holidays**

1. Executives shall be paid for twelve holidays per year, as follows:

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

The holiday shall be observed on Friday when the actual legal holiday falls on Saturday. The holiday shall be observed on Monday when the actual legal holiday falls on Sunday.

2. Floating Holiday Hours. Each Executive shall be granted twenty-one (21) hours of floating holiday leave time on July 1 of each fiscal year. This time shall not be carried over from one fiscal year to the next. Newly hired Executives shall be granted twelve (12) hours of floating holiday leave time if hired between July 1 and December 31 of each year and ten and one-half (10.5) hours of floating holiday leave time if hired between January 1 and June 30 of each year.

*3.* Floating Holiday Time for 9/80 Fridays. When one of the named holidays above falls on a Friday that 9/80 employees would normally not work, that holiday becomes nine (9) hours of Floating Holiday Time. Such time may be carried over and used later in the same fiscal year. An employee who leaves City employment prior to the end of a fiscal year, who has not used Floating Holiday Time, shall be paid for the unused time.

**C. Sick Leave and Bereavement Leave**

1. Sick Leave. Executives shall earn eight (8) hours of sick leave per month. Sick leave shall be earned, commencing on the first day of employment, and shall accrue on a bi-weekly basis. Sick leave utilization for dental appointments, medical examinations and/or due to death or serious illness in the immediate family shall be limited to a maximum of ninety-six (96) hours per fiscal year.

2. Sick Leave Authorization Due to Death or Serious Illness in the Immediate Family. An Executive shall be allowed sick leave due to death or serious illness in the

immediate family. Immediate family as used in this Section is limited to: the employee's parents and grandparents (natural, adoptive, foster, by marriage or legal guardians), current spouse, registered domestic partner, children and grandchildren (natural, adoptive, foster, or by marriage or domestic partnership), parents-in-law (or by domestic partnership), siblings, and siblings-in-law (or by domestic partnership). In the event of death in the immediate family, a death certificate or other acceptable evidence may be required by the City Manager before the sick leave is allowed. In the event of a serious illness in the immediate family, a medical certificate from an acceptable medical authority or a personal statement of such illness and an explanation of the need for the employee's absence, may be required by the City Manager. Such leave may take travel time into consideration. The amount of sick leave used in either of these two circumstances shall be reported on the appropriate leave request form.

3. Bereavement Leave. An Executive shall be allowed twenty-seven (27) hours of bereavement leave for each incident of a death of an immediate family member (as defined in Section 2 of this Article) in the event of a death in the immediate family. This bereavement leave is in addition to the sick leave which an Executive may use for death in the immediate family.

**D. Administrative Leave**

Executives shall be granted forty-four (44) hours of administrative leave on July 1 of each fiscal year. Administrative leave shall not be carried over from one (1) fiscal year to the next, nor may Executives convert unused administrative leave to cash. Newly appointed Executives shall be granted administrative leave on a prorated basis for the remainder of the fiscal year. The City Manager may authorize additional

administrative leave at his/her discretion. Administrative leave may only be taken subject to the prior approval of the City Manager.

**E. Donation of Leave Time**

Executives may donate, on an hour-for-hour basis, vacation leave time to other City employees who have exhausted all available accrued leave time due to a major medical condition. All donations of paid leave time must be approved by the Human Resources Manager.

**SECTION 4. MISCELLANEOUS BENEFITS**

**A. Vehicle Allowance**

Executives who are not provided a City vehicle shall receive a vehicle allowance in the amount of $400 per month. In addition, for extended trips, Executives may claim mileage reimbursement separately per the City's mileage reimbursement procedure.

**B. Seminars, Conferences, and Professional Memberships**

The City may provide for the payment of seminars, conferences, and professional memberships when such is of mutual benefit to the Executive and the City.

**C. Deferred Compensation Plan and Retirement Health Savings Plan**

1. Executives may participate in the City's 457 Deferred Compensation Program, and, if eligible, may also choose to participate in the City's 401(a) Deferred Compensation Program. Effective January 1, 2006, the City will provide a contribution of two and one-half percent (2.5%) of the Executive's salary to the individual's choice among the following deferred compensation options:

(a) Section 457 plan

(b) Section 401(a) plan

(c) A retirement medical savings account (RHSP)

This contribution shall be in addition to the Executive's payroll deduction contribution.

2. Retirement Health Savings Plan:

(a) An Executive employee who is (a) Safety member of CalPERS, (b) retiring from the City of Brea, and (c) has reached a cumulative age and length of service in CalPERS that would provide the maximum retirement benefit (i.e., 90%), shall have his/her unused sick leave bank at the time of separation, which would otherwise have provided additional service credit, converted to an employer contribution to the RHSP. Effective July 1, 2019 the amount of contribution will be calculated as the dollar value of unused sick leave multiplied by 50%.

(b) An Executive employee who retires under CalPERS from the City of Brea with (a) ten or more years of service in Brea and (b) an accumulated vacation leave balance, at the time of separation, greater than 100 hours, shall have 100% of the accumulated vacation converted to an employer contribution to the RHSP, Section 457 Plan or Section 401(a) Plan. The amount of contribution shall be the employee's hourly rate of pay multiplied by the number of vacation hours eligible under this provision.

**D. <u>Educational Reimbursement</u>**

1. In addition to training provided by the City, each Executive employee shall be eligible for reimbursement for (a) voluntary education, training and professional

development, (b) college coursework, or (c) the purchase of technology (see Exhibit A) compatible with City systems. Education reimbursement monies shall only be applied to the verified cost of tuition, registration, course-related books, parking and laboratory fees for the approved education program. In order to be eligible for education reimbursement for college coursework as described herein employees must have attended a college or university accredited by the Western Association of Schools and Colleges (WASC) or an equivalent accrediting organization.

Reimbursement for technology purchases must be pre-approved by the Assistant City Manager.

Executive employees should submit a request for Education Reimbursement prior to the purchase of technology or prior to the scheduled program and obtain approval from the City Manager or his/her designee. Proof of completion of the approved education program or college course work shall consist of a certificate of completion, or other verification of participation, or a college transcript showing a letter grade of "C" or better, or in cases where no letter grade is given, a certificate of completion or written proof that the college course work was completed in a satisfactory manner. Upon completion of the approved program, requests for reimbursement may be submitted to the City Manager (or his/her designee) and must be accompanied by receipts for all eligible expenses incurred.

2. If an employee receives tuition payments or refunds for college-level course work from other sources, the City will contribute the difference between the amount the

employee receives from the other source and the authorized costs incurred by the employee to the maximum amount below.

3. The amount of education/technology reimbursement available shall be $2,500 for the twelve (12) month period from June 30 through July 1. Up to 20% of the annual amount (i.e., $500) may be used for non-college education, training and professional development programs. Requests for reimbursement for completed education programs will be paid for the twelve (12) month period (June 30 through July 1) in which the requests receive final approval by the City Manager or his/her designee.
4. In the event an employee elects to expend his/her entire Education Reimbursement for college coursework, and the total of eligible expenses incurred in any year are in excess of the $2,500 maximum, the City shall reimburse the employee up to the maximum for the school year in which the coursework is successfully completed. The City agrees to continue to reimburse the employee for any eligible costs incurred from this completed coursework from the annual amounts available in succeeding years of employment, to a maximum of $10,000 (i.e., $2,500 per year over 4 years).

**SECTION 5. NOTICE/SEPARATION PROVISION**

Upon involuntary termination of an Executive without cause, the City shall either provide notice or shall provide the Executive with separation pay in an amount of money based on the following schedule:

1. For six (6) to twelve (12) months of continuous service, an Executive shall be entitled to two (2) months notice or compensation;

2. For twelve (12) to eighteen (18) months of continuous service, an Executive shall be entitled to three (3) months notice or compensation;
3. For eighteen (18) to twenty-four (24) months of continuous service, an Executive shall be entitled to four (4) months notice or compensation;
4. For twenty-four (24) and more months of continuous service, an Executive shall be entitled to six (6) months notice or compensation.

The rate of separation pay shall be based on the annual total compensation of the Executive on the date of involuntary termination and shall be paid in monthly increments from the date of such involuntary termination until the total amount has been paid.

In the event the Executive obtains other employment within the time period he/she is receiving separation pay, then the obligations set forth in this section will cease immediately.

The City Manager, at his/her sole discretion, shall determine whether the terminated Executive is provided with a notice, or is granted a separation benefit. As a condition of such termination notice or separation benefit, the Executive must execute a waiver of any rights, claims or other actions arising out of termination of employment in a form acceptable to the City.

**APPROVED and ADOPTED** THIS 16th DAY OF APRIL, 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 introduced at a regular meeting of the City Council of the City of Brea, held on the 16th of April 2024, and was adopted by the following votes:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

DATED: _____

_____
Lillian Harris-Neal, City Clerk

# City of Brea

## City Council Regular Meeting Communication

**Ambulance Transport Billing Contract**

| Meeting | Agenda Group | |
|---|---|---|
| Tuesday, April 16, 2024, 7:00 PM | CONSENT CALENDAR | Item: 5F |

| FROM |
|---|
| Lisa Keyworth, Emergency Preparedness Coordinator |

## RECOMMENDATION

- Approve the professional service agreement with Wittman Enterprises, LLC for Ambulance Transport Billing Services;
- Authorize the City Manager to execute the agreement; and
- Amend the City's Fiscal Year 2023-25 Operating Budget to appropriate $150,000 annually from the City's Paramedic Services Fund (174) for Ambulance Billing Services.

## BACKGROUND/DISCUSSION

On October 3, 2023 the Brea Fire Department brought before Council, a recommendation to establish an in-house Brea ambulance program. After hearing three different options, Council decided to move forward with an in-house ambulance program with a third-party billing contractor. Until the in-house ambulance program is established, Council gave direction to staff to secure a vendor for the billing component for the currently contracted third-party ambulance company. The vendor for ambulance transport billing will continue after the ambulance program becomes in-house.

The City issued a Request For Proposal (RFP) on December 14, 2023 for qualified service providers to provide Ambulance Billing Services and perform all functions of the billing process including preparing, invoicing, categorizing, recording, monitoring, supervising, and managing ambulance transport billing. The deadline to submit proposals was on January 12, 2024. The City received submittals from three Proposers. The cost for services is based upon a percentage of net collections from ambulance billing payments received. The following is the cost summary per proposer:

- EMS|MC (3.25%)
- Digitech (3.85%)
- Wittman Enterprises (4.25% in Year 1 thru 3; and 4.50% in Year 4 and 5 )

While each of the proposals met the requirements of the RFP, Wittman Enterprises stood out with their experience working with several (120) California agencies, 11 of them in Orange County. While Wittman embraces automated systems and technological advances they also recognize that quality customer service is reliant upon their staff providing the best level of service. This concept is also why they have the lowest claims-per-employee-ratio, allowing personal attention to each customer they contact.

Among the other vendors, one is involved in four civil lawsuits related to a data breach, while another saw two major cities switch to Wittman due to capacity issues and low success rates in collections. Although both of these vendors have bilingual staff, Wittman's multilingual Customer Service representatives offer a distinct advantage.

Although Wittman collects a higher percentage per transport than the other two proposers, they collect on average 10-20% more in net revenue than their competitors. They are able to arrive at these reimbursements due to their billing and collection experience in the State of California and experience with the multitude of California payers. One Orange County city that contracts with Wittman for ambulance billing services witnessed significantly higher collections than anticipated, prompting an amendment to increase the contracted annual payment cap even with the contract compensation of 5.35%.

By contracting with a vendor who does billing for other Orange County agencies, there is the potential of better resolution of issues with the system and coordination of best practices with the other Orange County agencies.

As a result of entering into a contract with Wittman Enterprises for ambulance transport billing, the current contract with Emergency Ambulance Services (EAS) is being amended to remove the billing component and add the cost for ambulance transport only. It is imperative the Wittman contract be finalized even while the EAS contract has not yet being completed because there is a large amount of work to be done on the back end to prepare for implementing the billing, which is projected as a 60-day process. The amended EAS contract will be coming before Council at a later date. The 5-year agreement with Wittman Enterprises is provided as Attachment A.

## COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their April 9, 2024 meeting and recommended for Council approval.

## FISCAL IMPACT/SUMMARY

The agreement with Wittman Enterprises, LLC will provide Ambulance Transport Billing services for the City's ALS/BLS fees and other EMS fees at a cost of 4.25% of net collections for Year 1 through Year 3 and 4.50% net collections in Year 4 and 5.

Based upon an evaluation of the City's anticipated emergency medical service revenue, the cost of the agreement is not anticipated to exceed $150,000 annually for the five-year term. Staff is recommending to amend the City's Fiscal Year 2023-25 Operating Budget to appropriate $150,000 annually from the City's Paramedic Services Fund (174). Ambulance Transport revenue to offset this cost will be appropriated at a later date once the agreement with EAS is finalized.

## RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Lisa Keyworth, Emergency Preparedness Coordinator
Concurrence: Mark Terrill, Fire Chief

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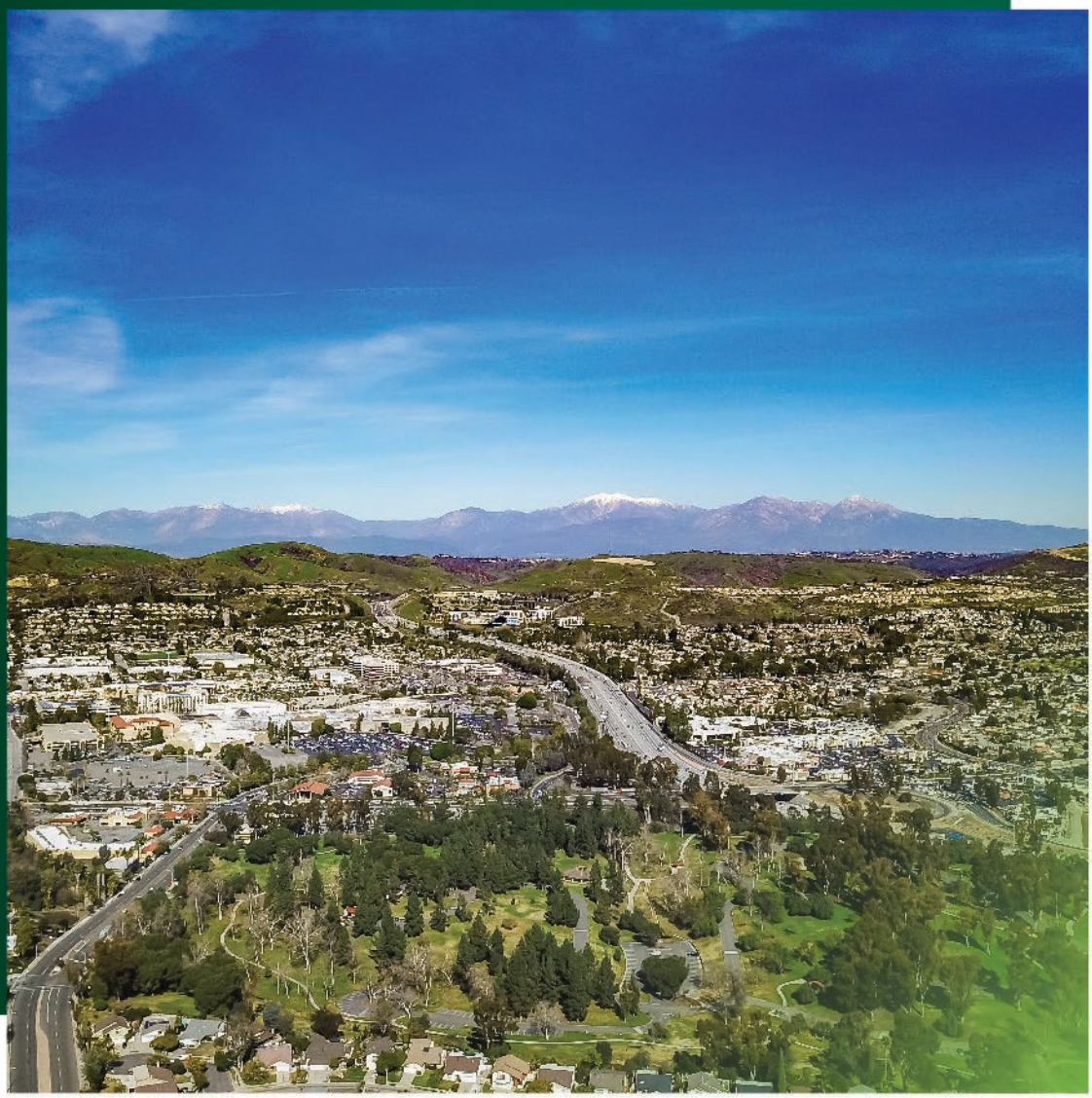
**Attachments**

Brea-RFP-ambulance billing-12-5-23- clean.pdf

Brea_Wittman Agreement Final - signed.pdf



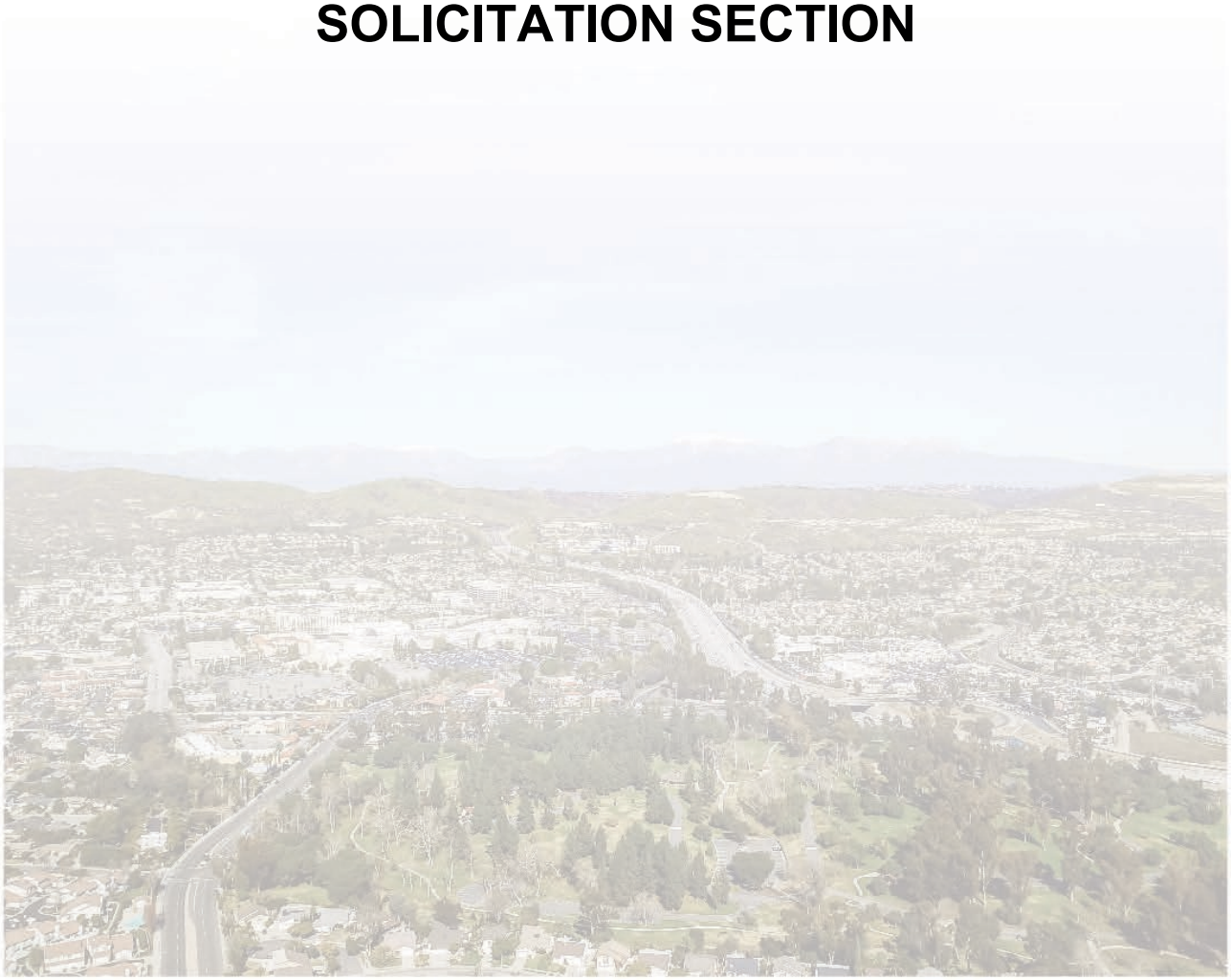
# REQUEST FOR PROPOSALS

**RFP No. 2023.12.14.01**
Ambulance Billing Services

CITY of BREA

PART I

# SOLICITATION SECTION



**Overview.**

City of Brea ("City") is requesting proposals from qualified service providers to provide **Ambulance Billing Services,** as further set forth in Part III hereto, the Scope of Services and Specification Section ("Services"). Those submitting proposals are each referred to herein as "proposer". Any proposer selected to provide the foregoing services are sometimes referred to herein as "contractor."

**Processes Applicable to this Request for Proposals (RFP).**

To obtain solicitation documents, submit questions, receive answers, and submit a proposal, **visit the City's eProcurement Portal at the following hyperlink (registration is required) https://www.publicpurchase.com/gems/brea,ca/buyer/public/home.**

**PROPOSALS MAY ONLY BE SUBMITTED ELECTRONICALLY.**

**Questions and Answers.**

A. **Questions.** Any person contemplating submitting a proposal in response to this RFP who has questions, requires clarification, or finds any discrepancies with respect to any part of this RFP, the Scope of Services and Specifications, the City's standard agreement contained herein, or any of the terms and conditions included therein (collectively, "Solicitation" or "RFP"), must submit their questions **through the City's eProcurement Portal at the following hyperlink (registration is required) https://www.publicpurchase.com/gems/brea,ca/buyer/public/home** by the Question Deadline set forth in Timelines below, and/or as may be modified by any addendum. Questions not received by the Question Deadline will not be considered as such questions are non-responsive to the Solicitation requirements.

B. **Answers.** City will issue addenda to answer questions received by the Question Deadline and provide clarifications and modifications to the Solicitation utilizing the City's eProcurement Portal as provided above, when deemed to be of sufficient importance or otherwise necessary to more fully implement the goals and intent of this RFP. Proposers must acknowledge receipt of all City-issued addenda. Only City's written addenda can modify the requirements of this RFP. Any modifications set forth in such addenda will supersede and take precedence over the original RFP and any preceding addendums. Any other form of communications shall have no force or effect with respect to this Solicitation. The City will not be bound by any verbal representations of any City official or employee.

**Timelines.**

| | | |
|---|---|---|
| C. | Release of Request for Proposals | December 14, 2023 |
| D. | Pre-Proposal Conference | Not Applicable |
| E. | Question Deadline | January 4, 2024 |

| | | |
|---|---|---|
| F. | Final Addendum Issued | January 9, 2024 |
| G. | Proposal Due Date | January 12, 2024 |
| H. | Selection of Contractor* | January 17, 2024 |
| I. | Finance Committee* | January 30, 2024 |
| J. | City Council* | February 6, 2024 |
| K. | Services Begins* | March 1, 2024 |

** tentative*

**PROPOSALS NOT RECEIVED ELECTRONICALLY BEFORE THE PROPOSAL DUE DATE, SHALL NOT BE OPENED AND SHALL BE DISREGARDED. PROPOSERS BEAR ANY AND ALL RISKS OF UNTIMELY, OR NON-RECEIPT OF ANY PROPOSAL, REGARDLESS OF THE CAUSE.**

**Costs Included in Proposal.**

L. **Preparation Expense.** Proposers prepare and make proposals at their sole expense.

M. **All-Inclusive Costs. Pricing Must Be All-Inclusive.** EACH PROPOSAL MUST BE INCLUSIVE OF ALL COSTS TO PERFORM THE REQUIRED SERVICES. Any and all costs of labor, transportation, materials, software, equipment, proprietary licenses, and any and all other fees, costs, taxes, insurance, and expenses necessary to comply with the requirements of this RFP and to provide the Services, must be included in the proposal price.

**Proposal Submission Requirements.**

N. **General.**

i. **Checklist.** Use this section as a checklist to help provide a complete response. Failure to include and provide all the information specified may result in rejection of the proposal without further evaluation or award consideration.

ii. **Signatures.** Proposers must sign all forms where indicated. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

iii. **Additional Material.** Do not include any promotional material or any material that is not requested or directly relevant to the objectives of this Solicitation.

iv. **Organization.** Organize the proposal in the order shown below, separate each section with a section page and title, and number each section beginning with one.

v. **Sections Division and Purpose.** Note the Qualifications and Forms sections will be used to determine if the proposer is qualified and responsive, while the Technical and Costs sections will be used to determine how well the proposer meets the requirements of this Solicitation and if the proposed costs are fair and reasonable. The Technical and Costs sections of the successful proposal may be attached to and incorporated as part of Exhibit A to the City's standard Agreement for execution.

O. **Introduction Section.**

i. **Title Page.** Provide a title page showing the Solicitation subject; the proposer's name; address, and the date of the proposal.

ii. **Table of Contents.** Provide a table of contents detailing the various sections and page numbers of the information contained in the proposal.

iii. **Letter of Transmittal.** Provide a letter of transmittal signed by an individual authorized to bind the proposer, briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the required time period(s), a statement why the proposer believes itself to be best qualified to perform the Services and a statement that the proposal is a firm and irrevocable proposal.

P. **Qualifications Section.**

i. **Background.** Provide the proposer company's full legal name, address, phone, fax, email, website; Prior company names (if any) and years in business; mergers, buyouts; Organizational structure (i.e. corp., LLC, sole proprietorship, etc.) and chart; Names and titles of the principal owner(s); Person(s) authorized to contractually bind the company. List any pending litigation and describe any contracts terminated for cause and any governmental enforcement actions against proposer's company during the previous five (5) years. List any special recognition or awards.

ii. **Experience.** Provide a summary of experience with providing similar kinds of service; Familiarity with applicable state and federal laws, regulations, and procedures; Experience working with public agencies. Provide current business references for whom proposer's company has provided similar services, including a very brief description of the provided services.

iii. **Qualifications.** Provide a summary of financial responsibility; Demonstrated technical ability; Capability of developing innovative or advanced techniques; Special qualifications, training, credentials; Staff names, titles, role, qualifications, experience, and length of service and the designated project manager to be assigned to this agreement.

iv. **Understanding.** Describe proposer's understanding of the work to be done as required by this RFP. Include any issues that will require special consideration fin

providing the Services and identify any unique approaches or strengths proposer's company may have.

Q. **Technical Section.**

i. **Approach.** Provide a detailed discussion and proposed methodologies, of proposer's approach to the successful performance of the Services. Include thorough discussions of methodologies proposer believes are essential to accomplishing each task. Include a proposed work schedule to accomplish all of the required tasks and identify the team member responsible for each.

ii. **Proposed Schedule.** Provide a detailed recommended schedule of activities. If a Meet and Confer and Presentation Requirements and/or a Tentative Schedule are provided in the Scope of Services and Specifications Requirements Section any recommended modifications should be addressed.

R. **Cost Section.**

Pricing shall be as specifically described in Exhibit "A" to the City's standard form of agreement attached hereto and incorporated by reference herein**.**

S. **Forms Section.**

**i. Standard Forms**

a. Non-Collusion Affidavit Form

b. References Form

c. Subcontractors List-Standard Form

d. Statement of Compliance or Exceptions Form

e. Status of Past and Present Contracts Form

f. Insurance Commitment Form

g. Firm Proposal Form

h. Proposer Qualifications Response Form

T. **Withdrawal and Validity.** Proposals may be withdrawn before the Proposal Due Time and Date. Otherwise, proposals are binding for **120 days** from the due date.

**Proposal Review.**

U. **Opening Proposals.** Proposals remain unopened until the Proposal Due Date and Time and thereafter will be electronically unsealed to begin the review and evaluation process as set forth in the Evaluation, Award, Contract, Notice to Proceed Section below.

V. **Proposal Information Posted.** Proposals actually received by the Proposal Due Date and Time, will have results posted on the City's website at www.ci.brea.ca.us/1254/Requests-for-Bids-Proposals-and-Quotes . The proposal results are subject to change based on responsiveness and determination of qualifications. Further information may be obtained by visiting that webpage, clicking on Requests for Bids, Proposals, and Quotes, and scrolling to the desired solicitation. City will not provide results by any other means.

W. **Information Posted.** For this RFP, only company names of proposers timely submitting proposals, will be initially posted. No proposals will be available for public review until the evaluation phase has been completed and an award recommendation, if any, has been made.

X. **All Proposals Become City Property and Public Records.** All submitted proposals will become City property and public records subject to disclosure. However, no proposal will be disclosed unless and until a contractor is selected and recommended for contract award to the City Council; all proposals are rejected; or, this RFP process is terminated.

**DO NOT SUBMIT CONFIDENTIAL INFORMATION.** Any and all notices of "trade secrets", "confidential information", "do not disclose", and/or any similar types of notices in a proposal will be disregarded.

**Evaluation.**

Y. **Non-Responsive Proposals.** Proposals that are late or misdirected; or where the proposer did not attend any required mandatory Pre-Proposal Meeting or where the proposer is suspended or debarred (www.sam.gov), are non-responsive. Proposals that did not include required documents or information; modified any terms and conditions; had excessive or inadequate price relative to the Scope of Services and/or Specifications Requirements may cause the proposal to be deemed non-responsive. Non-responsive proposals will not be considered for further evaluations or award.

Z. **Responsive Proposals.** Proposals that conform in all material respects to the RFP are eligible for further consideration.

AA. **Informalities.** City may waive any informalities in any proposal or this RFP process as deemed in City's best interest.

BB. **Basis for Award and Evaluation Criteria.** If an award is made, it shall be made based on the proposal determined to provide the best value to the City. City will evaluate each proposal based on how well it meets the Proposal Submission Requirements including but not

limited to the Qualifications, Technical, Cost, Forms sections; any required clarifications, presentations, interviews; other available information; any required Best and Final Offer (BAFO) responses; and any other requirements of this RFP not mentioned specifically in this paragraph.

The scoring for Evaluation Criteria is set forth below:

| | |
|---|---|
| Responsiveness of the Proposal including ability to meet the City's timelines, and acceptance of City's standard form of agreement | 20% |
| Proposer's qualifications and prior experience | 20% |
| Proposer's capacity to provide the Services | 20% |
| Quality and sustainability of the proposed Services approach | 20% |
| Pricing | 20% |

The City reserves the right to select one or more proposers for further consideration or award of a contract, based solely on their proposal or, on their proposal and any interviews. The City reserves the right to negotiate a final agreement with one or more of the top scoring proposers.

**Award, Reject, Rescind.**

As may be in City's best interest, City may accept and award a contract to any proposer; rescind any award; reject any or all proposals; and/or terminate this RFP process at any time. .

**Agreement.**

If an agreement is awarded, City will do so after the successful proposer has satisfied all post-award requirements (insurance, bonding, etc.). The City's standard form of agreement is attached. Any requested changes to the agreement will be considered as part of the evaluation/scoring process..

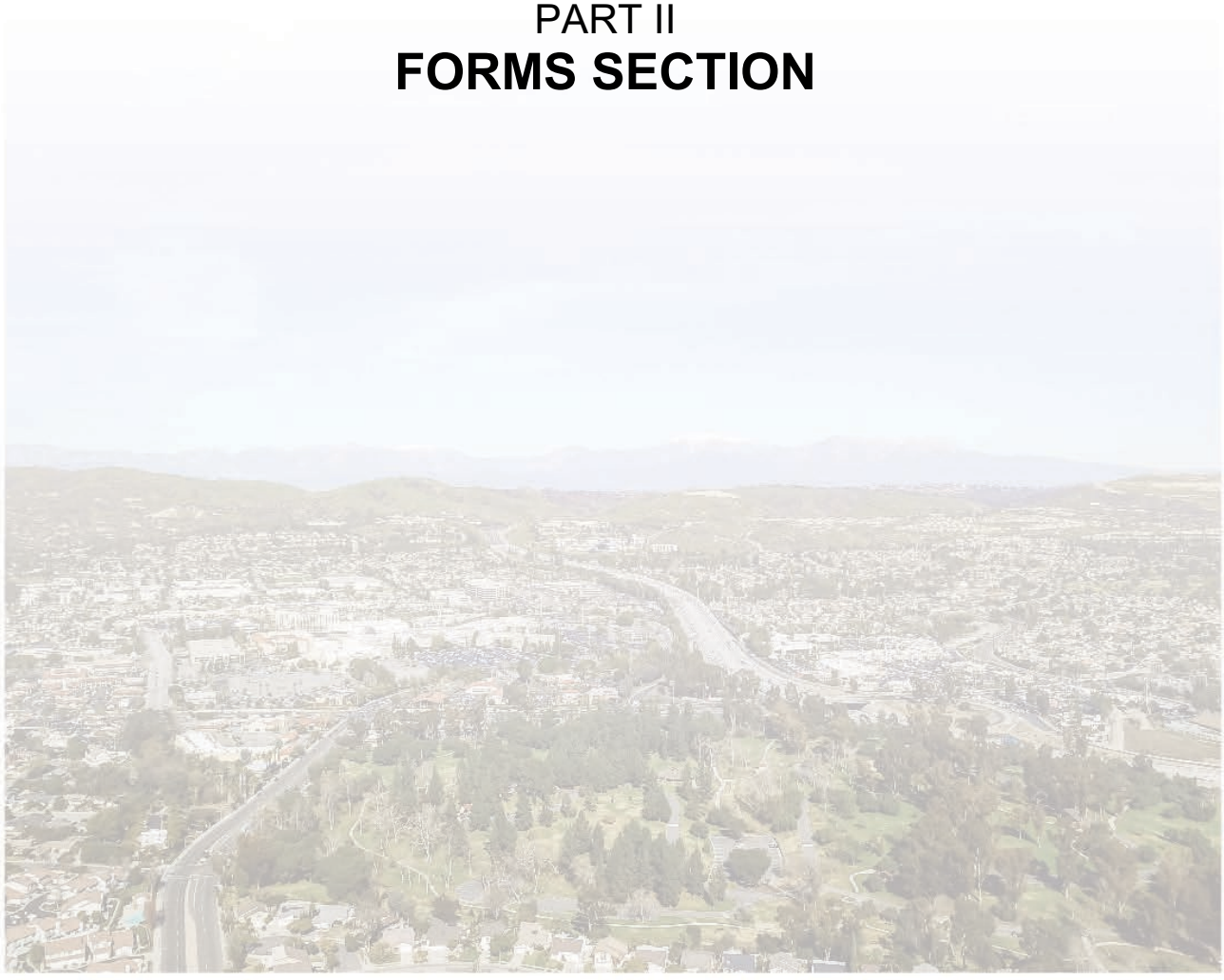
**Notice to Proceed.**

City will issue a notice to proceed to the contractor to commence providing the Services at the time stated in that notice. Absent a formal notice to proceed letter, delivery of the Purchase Order becomes the de facto notice to proceed unless otherwise stated in the Purchase Order.

End of this Section

PART II

# FORMS SECTION



**REQUEST FOR PROPOSALS**
for **Ambulance Billing Services**

**RFP No. 2023.12.14.01**

**STANDARD FORM A**
**NON-COLLUSION AFFIDAVIT FORM**

Note: To be executed by proposer and submitted with the proposal.

State of _____
(the State of the place of business)
County of _____
(the County of the place of business)
_____, being first duly sworn, deposes and
(name of the person signing this form)
says that he/she is _____ of
(title of the person signing this form)
_____, the party making the foregoing proposal
(name of proposing company)
that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the PROPOSER has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal; that the PROPOSER has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing; that the PROPOSER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the PROPOSER or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer; that all statements contained in the proposal are true; and, the PROPOSER has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

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

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 as set forth.

Signature: _____

Name/Title _____

Date: _____

Notary is <u>not</u> required for this proposal.

**REQUEST FOR PROPOSALS**
for **Ambulance Billing Services**

**RFP No. 2023.12.14.01**

**STANDARD FORM B**
**REFERENCES FORM**

(Proposer's Company Name)

Provide current business references for whom your company has provided similar services. Provide very brief description of the Project services your company provided to the reference. **Any unsatisfactory references or past unsatisfactory work performance with City may eliminate Proposer from further consideration (Brea City Code Sec. 3.24.020.M)**

| | |
|---|---|
| 1. Company Name | |
| Address, City, State, Zip | |
| Contact's Name & Title | |
| Contact's Phone # | |
| Contact's Email | |
| Project | |
| Completion Date & Value | |
| 2. Company Name | |
| Address, City, State, Zip | |
| Contact's Name & Title | |
| Contact's Phone # | |
| Contact's Email | |
| Project | |
| Completion Date & Value | |
| 3. Company Name | |
| Address, City, State, Zip | |
| Contact's Name & Title | |
| Contact's Phone # | |
| Contact's Email | |
| Project | |
| Completion Date & Value | |
| 4. Company Name | |
| Address, City, State, Zip | |
| Contact's Name & Title | |
| Contact's Phone # | |
| Contact's Email | |
| Project | |
| Completion Date & Value | |

**REQUEST FOR PROPOSALS**
for **Ambulance Billing Services**

**RFP No. 2023.12.14.01**

**STANDARD FORM C**
**SUBCONTRACTORS LIST-STANDARD FORM**

_____
(Proposer's Company Name)

Provide the information requested below. Duplicate this form as necessary to complete list.
☐ Check this box, *if no subcontractors* are to be used for any of the proposed work.

| | | |
|---|---|---|
| 1. Company Name | | |
| Address, City, State, Zip | | |
| Contact's Name & Title | | |
| Contact's Phone # | | |
| Contact's Email | | |
| Proposed work & amounts | | |
| License #s & Class | | |
| DIR # & Exp Date | | |
| 2. Company | | |
| Address, City, State, Zip | | |
| Contact's Name & Title | | |
| Contact's Phone # | | |
| Contact's Email | | |
| Proposed work & amounts | | |
| License #s & Class | | |
| DIR # & Exp Date | | |
| 3. Company | | |
| Address, City, State, Zip | | |
| Contact's Name & Title | | |
| Contact's Phone # | | |
| Contact's Email | | |
| Proposed work & amounts | | |
| License #s & Class | | |
| DIR # & Exp Date | | |

**REQUEST FOR PROPOSALS**
for **Ambulance Billing Services**

**RFP No. 2023.12.14.01**

**STANDARD FORM D**
**STATEMENT OF COMPLIANCE OR EXCEPTIONS FORM**

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

_____
(Proposer's Company Name)

***Select one:***

☐ **No Exceptions**

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

☐ **With Exceptions**

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

| Section<br>Page # | Term, Condition, Specification | Exception & Benefit to City | City<br>A or D |
|---|---|---|---|

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

Signature: _____

Name/Title _____

Date: _____

**REQUEST FOR PROPOSALS**
for **Ambulance Billing Services**

**RFP No. 2023.12.14.01**

**STANDARD FORM E**
**STATUS OF PAST AND PRESENT CONTRACTS FORM**

Each Proposal must be accompanied by this form. Failure to provide this form will cause the Proposal to be deemed non-responsive and that Proposal will not be considered for further evaluation. As used in this form, "Proposer" means Proposer or any 10% or greater owner of the proposing company; "Contract Termination" means termination for cause by any other party to a contract with the Proposer; "Settlement" means settlement of any claim or lawsuit brought against Proposer in connection with Proposer's services; and, "Legal Action" means any lawsuit alleging fraud, breach or any other misconduct by, or filed against, Proposer

_____
(Proposer's Company Name)

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

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

☐ **One or More Contract Terminations, Settlements, or Legal Actions**

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

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

Signature: _____

Name/Title _____

Date: _____

**REQUEST FOR PROPOSALS**
for **Ambulance Billing Services**

**RFP No. 2023.12.14.01**

**STANDARD FORM F**
**INSURANCE COMMITMENT FORM**

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

_____
(Proposer's Company Name)

***Proposer acknowledges that:***

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

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

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

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

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

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

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

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

Signature: _____

Name/Title _____

Date: _____

**REQUEST FOR PROPOSALS**
for **Ambulance Billing Services**

**RFP No. 2023.12.14.01**

**STANDARD FORM G**
**PROPOSER QUALIFICATIONS RESPONSE FORM**

(Proposer's Company Name)

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

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

**1. Background.**

Please provide the following information about your company:

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

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

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

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

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

F. Special recognition or awards.

**Experience.**

Provide the following information relative to required services:

G. Summary of Experience with similar kinds of work.

H. Familiarity with state and federal procedures.

I. Experience working with public agencies.

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

**Qualifications.**

Provide the following information relative to required services:

K. Financial responsibility.

L. Demonstrated Technical Ability.

M. Capability of developing innovative or advanced techniques.

N. Special qualifications, training, credentials.

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

P. Designated project manager assigned to this project.

**Understanding.**

Provide the following information relative to required services:

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

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

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

**Approach.**

Provide the following information relative to required services:

T. Understanding of the work to be done.

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

V. Names and titles of key management personnel.

W. Team to be assigned for these services.

**Submitted by:**

Signature: _____

Name/Title _____

Date: _____

**REQUEST FOR PROPOSALS**
for **Ambulance Billing Services**

**RFP No. 2023.12.14.01**

**STANDARD FORM H**
**FIRM PROPOSAL FORM**

(Proposer's Company Name)

## FIRM PROPOSAL made by Proposer to the City of Brea:

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

Business Name:

Business Address:

Federal ID#:

If any Work is a Public Works — Contractor Lic#: DIR#:

Business Type (Proposer enter a number): 1. Individual/Sole Proprietor or Single-Member LLC; 2. C Corporation; 3. S Corporation; 4. Partnership; 5. Trust/Estate; 6. Limited Liability Co.

By: _____
Name:
Title:
Email:

Date Signed: _____
CORPs: Chairperson, President, Vice President;
LLCs: Manager

By: _____
Name:
Title:
Email:

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

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

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

**REQUEST FOR PROPOSALS**
for **Ambulance Billing Services**

**RFP No. 2023.12.14.01**

**PRICE FORM**

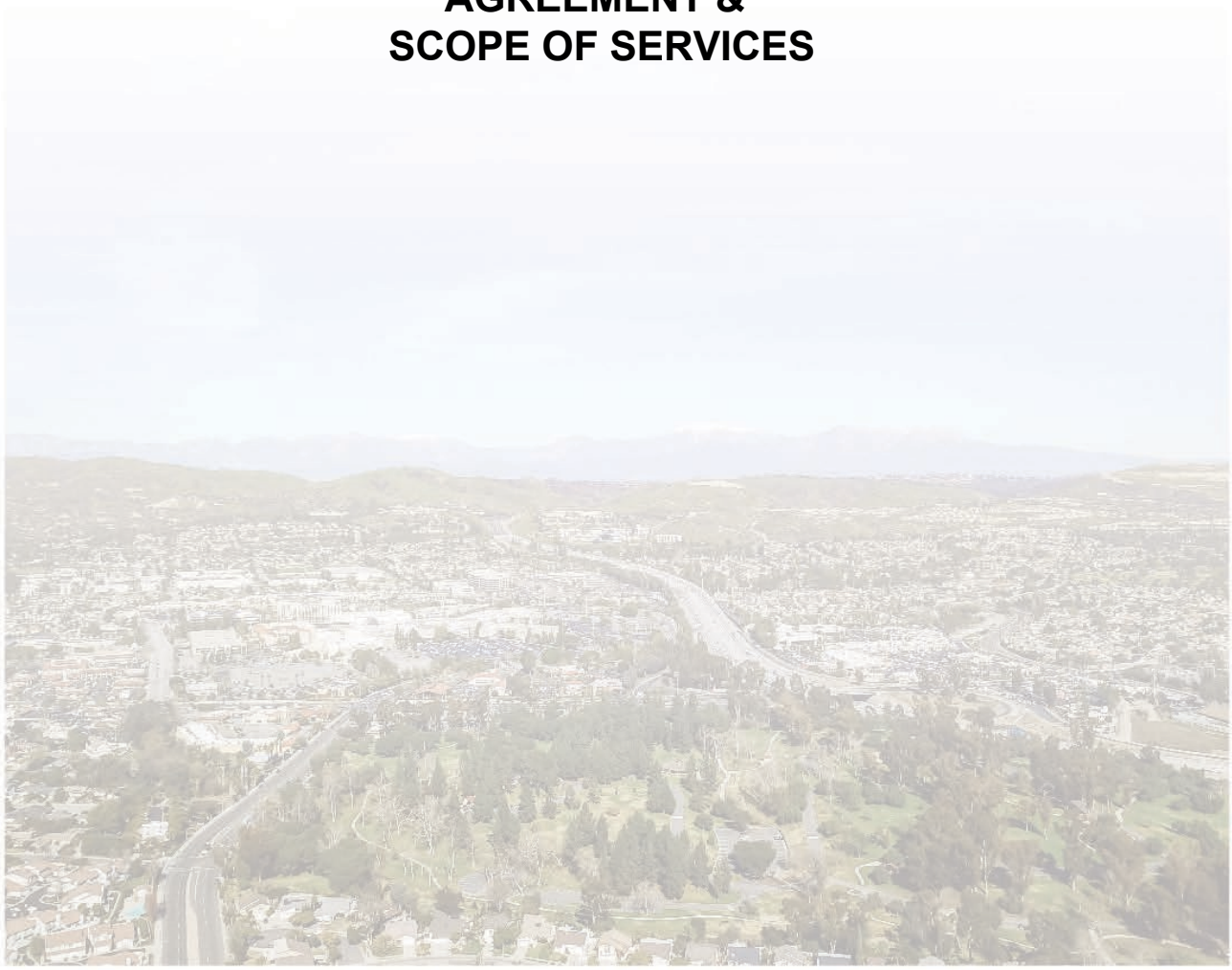
(Proposer's Company Name)

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

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

PART III

# AGREEMENT & SCOPE OF SERVICES



**PROFESSIONAL SERVICES AGREEMENT**
**Ambulance Billing Services**

This Professional Services Agreement ("Agreement") is dated **{AgreementDate}** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City"), and **{ContractorName}** a **{LegalStatus}** ("Contractor").

## RECITALS

A. City desires to retain Contractor as an independent contractor to provide the following professional services: **Ambulance Billing Services**.

B. Contractor 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.

Contractor shall perform the services referenced in the Recitals, as required by the RFP dated _____, and more specifically described in the Scope of Services attached hereto as 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 **Attachment 1 to Exhibit A hereto**.

B. In no event shall the total amount paid for the Services over the term of this Agreement exceed the all-inclusive sum of $ **{ContractAmount}** ("Contract Amount"). This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Contractor in performing the Services. Contractor shall be deemed to have made all inquiries and site inspections deemed necessary by Contractor 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. Contractor'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, Contractor shall invoice City on a monthly basis.

### 3. Contingency Work.

The parties may agree on contingency work to be provided as part of the Services. A written amendment to this Agreement shall be executed for contingency work that increases the Contract Amount by more than **{ContingencyPercent}** percent. The **City Manager, or designee**, is authorized to approve, in writing, contingency work that is below the foregoing limit. Contractor's

monthly invoice shall include a detailed description of any approved, contingency work. Any work performed by Contractor without a written amendment or approval of the **City Manager, or designee**, shall be deemed to be work included within the Services.

**4. Term**.

The term of this Agreement shall commence on **{TermStartDate}** ("Effective Date"). Unless extended or earlier terminated as provided herein, this Agreement shall expire on **{TermEndDate}** or upon satisfactory completion of the Services, whichever occurs first.

**5. Time of Performance.**

A. Contractor 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. Contractor shall commence performance within two business days of receiving City's written notice to proceed.

B. Force Majeure. Neither party shall be considered in default of this Agreement for delays in performance caused by a force majeure event. As used in this Agreement, the term "force majeure event" means circumstances beyond the reasonable control of the non-performing party and includes the following: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint. Contractor'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 Contractor 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. In performing the Services, Contractor shall comply with all applicable local, State, and federal laws, statutes, regulations and orders including HIPAA, California Civil Code Section 56.10, et seq., Cal/OSHA requirements, and any and all other laws and statutes referenced in the RFP.

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

**9. Assignment and Subcontracting.**

A. Contractor 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 Contractor's utilization of subcontractors identified in Contractor'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 Contractor. 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. Contractor is retained as an independent contractor and is not an employee of City. No employee or agent of Contractor is or shall become an employee of City.

B. Contractor will determine the means, methods, and details by which Contractor's personnel will perform the Services. Contractor 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. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Contractor's personnel require to perform the Services. Contractor shall perform the Services off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor'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 Contractor from time to time for Contractor's personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. Contractor shall be responsible for and pay all wages, salaries, benefits and other amounts due to Contractor's personnel in connection with the Services. Contractor 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. Contractor 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. Contractor agrees that, in providing its employees and any other personnel to City to perform the Services, Contractor 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, Contractor 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, Contractor 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, Contractor 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. Contractor 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 Contractors Coverage

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

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

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

B. Automobile Liability

i. 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

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

If Cyber Liability is included in the Minimum Policy Limits Required below, then 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:

| If ☒, then required | Combined Single Limit |
|---|---|

| | |
|---|---|
| ☒Commercial General Liability | $1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage |
| ☒Automobile Liability | $2,000,000 per occurrence (any auto) for bodily injury and property damage |
| ☒Workers' Compensation | In the amount required by California law |
| ☒Employer's Liability | $1,000,000 per occurrence |
| ☒Professional Liability | $2,000,000 per claim and aggregate (errors and omissions) |
| ☒Cyber Liability | $2,000,000 per occurrence |

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

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

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Contractor 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. Contractor shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Contractor 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, Contractor 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 Contractor'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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor 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 Contractor from liability in excess of such coverage, nor shall it limit Contractor'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 Contractor, 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 Contractor 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 Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may terminate this Agreement for cause.

iii. City may require Contractor 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 Contractor; 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 Contractor under this Agreement.

J. Subcontractor Insurance Requirements

Contractor 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 Contractor, 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, theft of City Data, and/or breach of this Agreement (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, consultants 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. Contractor 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 Contractor. 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 Contractor is not then in breach, City shall pay Contractor 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. Contractor shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. Contractor may terminate this Agreement only for cause and by serving written notice of termination to City, provided Contractor 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 the California Consumer Privacy Act (Civil Code Section 1798.100, et seq.), Contractor shall comply with that Act 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.**

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

B. City hereby designates **{CityRepName}** or such person's designee, as the City Representative for this Agreement.

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

**19. Notices**.

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

| **City** | **Contractor** |
|---|---|
| **City of Brea** | **{ContractorFullName}** |
| **1 Civic Center Circle** | **{ConPMStreetAddress}** |
| **Brea, CA 92821** | **{ConPMcity}, {ConPMstate} {ConPMzip}** |
| **United States** | **{ConPMCountry}** |
| **{CityPMName}** | **{ConPMName}** |
| **{CityPMEmail}** | **{ConPMEmail}** |
| **{CityPMPhone}** | **{ConPMPhone}** |

**20. Third Party Rights.**

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

**21. Conflicts of Interest**.

A. Contractor 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. Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

B. Contractor 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. Contractor 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 Contractor in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Contractor 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 Contractors.**

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

**27. Exhibits.**

The attached **{ExhibitsAttached}** are 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. In the event of any conflict or inconsistency between the provisions of the Scope of Services and Specifications Requirements and the Contractor's Proposal, if any, set forth in **Attachment 1 to Exhibit A** hereto, the provisions of the Scope of Services and Specifications Requirements shall govern.

**28. Entire Agreement.**

This Agreement (including the attached Exhibits) 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.

**{ContractorFullName}**

By: _____
**{ConSigner1Name}**
**{ConSigner1Title}**
**{ConSigner1Email}**

Date Signed: _____

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

By: _____
**{ConSigner2Name}**
**{ConSigner2Title}**
**{ConSigner2Email}**

Date Signed: _____

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

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

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

**City of Brea**
By: _____
**{CitySignerName}**
**{CitySignerTitle}**
**{CitySignerEmail}**

Date Signed: _____

Attest (if over $25,000)
By: _____
**{AttestName}**
**{AttestTitle}**
**{AttestEmail}**

Date Signed: _____

## EXHIBIT A
## Scope of Services and Specifications Requirements

**Objective:**

The City of Brea ("City") is seeking proposals from qualified proposers interested in providing emergency medical and ambulance billing services with an optional item to also provide debt collection services. The City desires to enter into an agreement for professional services with an experienced and effective contractor that minimizes City costs, maximizes the use of available data and technology, provides excellent client and customer service, and performs thorough and complete preparation and mailing of invoices for emergency medical and ambulance billing services (including preparing, invoicing, categorizing, recording, monitoring, supervising, and managing the emergency medical and ambulance transportation billing).

Contract Term: Five (5) years

Minimum Qualifications:

- Contractor must have successfully completed services, similar to those specified in this Scope of Services, for other local municipal government agencies within California and are licensed, insured, bondable, and Health Insurance Portability and Accountability Act (HIPAA) compliant in the State of California.

- Contractor's proposal shall demonstrate a minimum of five (5) years of documented and successful experience with contemporary paramedic and emergency ambulance service billing. Experience must include the filing of claims with governmental programs such as the Centers for Medicare and Medicaid (CMS) as well as commercial health insurance providers (HMOs and PPOs), and the processing of at least 3,500 transports per year. To demonstrate competency, the Contractor shall provide an analysis of 2021-2022 net collection rates and percentage of accounts released to a third party/bad debt collection agency.

- Meet the insurance requirements detailed in this RFP document.

Note that any unsatisfactory references or unsatisfactory work performance with the City may eliminate the proposer from further consideration.

Proposers who do not meet the Minimum Qualifications may be disqualified.

**Description:**

The project scope of work requires professional support services in the invoicing, categorizing, recording, monitoring, supervision, and managing of ambulance billing and emergency medical services (EMS) cost recovery systems and services. The instructions contained herein must be followed for competitive proposals to be considered responsive to this RFP.

**Overview:**

**PROFESSIONAL SERVICES AGREEMENT**
**Ambulance Billing Services**

The City of Brea ("City") is a close-knit community of about 47,000 residents, located about thirty miles from Los Angeles in northeast Orange County and at the juncture of three of California's most populous counties: Los Angeles, Riverside and San Bernardino. The City is an employment, shopping, and entertainment hub that hosts over 100,000 people each day within its twelve square miles. Brea is a "full -service city" and takes pride in its approach to providing city services and has been regulating ambulance service within the City for more than 40 years.

Today, the Brea Fire Department provides 24-hour emergency response to a wide variety of critical situations including fires, explosions, hazardous materials, medical emergencies, traffic collisions, and active shooter. The Department's primary mission is to effectively and efficiently deliver life safety fire services and emergency medical services ("EMS"). Brea currently utilizes a third-party ambulance transport company but is developing an in-house ambulance program.

The Brea Fire Department has four, strategically located fire stations which deploy emergency resources to residential, commercial and wildland interface areas. The department is comprised of 49 fire professionals who responded to approximately 3,660 EMS related incidents in 2022.

The Brea Fire Department's fire-based Advanced Life Support ("ALS") program provides a minimum of two Firefighter/Paramedics on Brea Engine 1, Brea Truck 2, and Brea Engine 3. These four -person staffed ALS fire units enable our crews to remain flexible and handle any type of emergency that occurs in or around Brea.

In 2022, the City reassessed the Advanced Life Support (ALS) Transport Base Fee. Based on a fee analysis, the city's ALS Transport fee is currently $379.77. The fee is currently collected by the City's third-party ambulance transport provider and passed through to the City at a reimbursement rate of 85%.

The below chart reflects projected BFD EMS service data that is for informational purposes only and is no guarantee of future billings or payor mix. The response data has been rounded.

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Total Runs | 2,580 | | | | | | | |
| ALS1/ALS2 40% of Total Runs | 1,032 | | | | | | | |
| BLSE 60% of Total Runs | 1,548 | | **City of Brea Ambulance FY 23-24** | | | | | |
| | | | | | | | | |
| Average ALS Transport Charge | $2,295.82 | | **Transports** | | | | | |
| Average BLSE Transport Charge | $1,908.47 | | | | | | | |
| | | | | **Charges** | | **Payments** | | |
| **PaySource** | **Run Percentage** | **ALS** | **BLSE** | **ALS** | **BLSE** | **ALS** | **BLSE** | **Payment % of Charges** |
| Insurance | 15.00% | 155 | 232 | $355,392.94 | $443,146.73 | $305,637.92 | $381,106.19 | **86%** |
| Private Pay | 8.00% | 83 | 124 | $189,542.90 | $236,344.92 | $11,372.57 | $14,180.70 | **6%** |
| Medicare/MediCare HMO/Worker Comp/VA | 53.00% | 547 | 820 | $1,255,721.71 | $1,565,785.13 | $337,789.14 | $366,393.72 | **25%** |
| MediCal/MediCal HMO | 24.00% | 248 | 372 | $568,628.70 | $709,034.77 | $267,255.49 | $400,604.65 | **51%** |
| | 100.00% | **Sub-Total** | | **$2,369,286.24** | **$2,954,311.56** | **$922,055.13** | **$1,162,285.25** | |
| | | **Grand Total** | | **$5,323,597.80** | | **$2,084,340.38** | | |
| | | **Gross Percentage** | | **39.15%** | | | | |
| | | | | | | | | |
| | | | **Average payment per transport** | | **$807.88** | | | |
| Total Runs | 150 | | | | | | | |
| Assessment at Scene 3% of Total Runs | 5 | | | | | | | |
| First Resonder 97% of Total Runs | 146 | | | | | | | |
| | | | **Non Transports** | | | | | |
| Average Assessment at Scene Charge | $280.81 | | | | | | | |
| Average First Responder Charge | $275.38 | | | | | | | |
| | | | | **Charges** | | **Payments** | | |
| **PaySource** | **Run Percentage** | **TNT** | **First Responder** | **TNT** | **First Responder** | **TNT** | **First Responder** | **Payment % of Charges** |
| Insurance | 14.00% | 1 | 20 | $176.91 | $5,609.49 | $153.91 | $4,880.26 | **87%** |
| Private Pay | 67.00% | 3 | 97 | $846.64 | $26,845.42 | $245.53 | $7,785.17 | **29%** |
| Medicare/MediCare HMO/Worker Comp/VA | 2.00% | 0 | 3 | $25.27 | $801.36 | $7.83 | $280.47 | **33%** |
| MediCal/MediCal HMO | 17.00% | 1 | 25 | $214.82 | $6,811.52 | $19.33 | $204.35 | **7%** |
| | 100.00% | **Sub-Total** | | **$1,263.65** | **$40,067.79** | **$426.61** | **$13,150.25** | |
| | | **Grand Total** | | **$41,331.44** | | **$13,576.86** | | |
| | | **Gross Percentage** | | **32.85%** | | | | |
| | | | | | | | | |
| *Average Mileage 4 | | | **Average payment per transport** | | **$90.51** | | | |
| Using OCFA latest rates 01/01/2023 | | | | | | | | |
| **Grand Total Payments** | **$2,097,917.24** | | | | **MediCare Alloweds** | **MediCal Alloweds** | | |
| | | | | ALS1 | $ 581.26 | $ 1,065.12 | | |
| | **Rates** | | | BLSE1 | $ 489.48 | $ 1,065.12 | | |
| | ALS1 | $2,219.62 | | Mileage | $ 8.71 | $ 3.19 | | |
| | ALS2 | $2,219.62 | | **Average ALS1** | **$ 616.10** | **$ 1,077.88** | | |
| | BLSE1 | $1,832.27 | | **Average BLSE1** | **$ 524.32** | **$ 1,077.88** | | |
| | Mileage | $19.05 | | | | | | |

**PROFESSIONAL SERVICES AGREEMENT**
**Ambulance Billing Services**

## Scope of Services

The Contractor shall at all times comply with the Health Insurance Portability and Accountability Act (HIPAA) and all other applicable federal, state and local laws. All services are to be provided in two methodologies: a fee-based percentage of actual collected revenue; and 2) a per-call fee for each incident (if applicable). No "up front" or ongoing costs will be borne by the City nor will the City provide any staff to support the billing and collection of such services identified in this scope of services. The list below describes the minimum services required by Contractor.

1. Contractor shall provide all functions of the billing process including preparing, invoicing, categorizing, recording, monitoring, supervising, and managing the emergency medical and ambulance transportation billing. The contract rate shall cover all costs of processing including postage, data mailers, telephone costs, etc. Notwithstanding the foregoing, Contractor shall coordinate its billing cycle to be consistent with the City finance department's accounts receivables policy and schedule prior to commencing services.

2. The City will work cooperatively with the Contractor to collect signatures at the time of patient contact but the final responsibility to obtain patient signatures will rest with the Contractor.

3. Contractor shall provide excellent customer service to City of Brea patients who have billing questions or problems, by providing a toll-free phone number and an email address, so individuals requiring assistance with invoices may contact the company directly. Contractor must specify if this customer services is included in cost proposal or if it is a separate fee (i.e. per-call).

4. Contractor shall provide customer service representatives that are available at a minimum from 8:00 a.m. to 4:30 p.m., Pacific Time, Monday through Friday, excluding major holidays. Contractor shall provide a toll free 800 telephone number for billing inquiries. Language translation service for other language needs of patients or their representatives shall be available.

5. Contractor shall make outgoing contacts with City accounts identifying themselves as "Ambulance Billing Services for the City of Brea" and shall identify themselves when receiving incoming calls as "Ambulance Billing Services." Contractor shall provide the flexibility and customer support care needed for the City's accounts by providing an adequate number of personnel to respond in a timely manner.

6. Contractor shall provide a liaison to the City. This individual shall be a full–time employee of the Contractor, have an extensive knowledge of EMS billing practices, as well as an understanding of EMS industry standard practices, and decision-making authority for problem resolution. This liaison shall be available during regular business hours and have an alternate contact available in his/her absence. The liaison shall provide overall management and coordination of the contract on the Contractor's behalf and have access to the needed technical assistance at all times.

7. Contractor shall demonstrate the ability to evaluate individual ePCRs, with specific direction provided by City, and in cooperation with a third-party ambulance transport company. This may be unpredictable and cannot be automated for routine handling due to the variance of information and patient care and needs.

8. Contractor shall research and follow up on all accounts with inadequate billing information to include:

    - Contact the third- party ambulance company for missing and/or incomplete information in the ePCRs.
    - Contact receiving hospital for missing and/or incomplete billing information needed from the admitting/registration records.
    - Contact patient family members or emergency contacts for information.
    - Refer to zip code/street directions for incomplete/missing address information.
    - Make inquiries to the patient via mail, phone, or similar means.

9. Contractor shall aid City in program and fee studies by providing data, industry standards, revenue projections, etc. as requested by City.

10. Contractor shall provide all software and hardware associated with the billing and receivables process. Contractor shall be able to accurately transfer all necessary information from the ambulance company, based on the information provided by the ePCR, and obtain any additional information needed that is not included in the ePCR, for proper and correct patient billing. Proposers shall work with the City and the City's ePCR vendor to identify data input gaps, errors, or other data needs, and describe a means of obtaining solutions to these problems. Proposers shall provide a complete package describing billing and collections, follow-up, account posting, and accounts receivable reconciliation, and reporting services.

11. Contractor shall maintain a secure file transfer protocol (FTP) platform to send and receive account data and information when necessary. Contractor shall maintain the FTP platform during the entire term of the contract and ensure any files are properly retrieved by City prior to closing the FTP site.

12. Contractor shall maintain updated and current technology that will continuously provide the highest level of reimbursement and customer service possible.

13. For all accounts assigned to the Contractor, all customer contact, including notices, mailing, itemizations, small claims, bankruptcy filings, and miscellaneous requests and inquiries, is the sole responsibility of the Contractor. Contractor will be fully responsible for maintaining accurate records of all correspondence including calls and emails, documents, accounting records, transactions, and other relative evidence for a period of three (3) years. Contractor will also be solely responsible for any and all costs incurred in and associated with the accounts referred to them by the City. All records shall be made available to the City upon request.

14. Contractor shall maintain records that are in accordance with generally accepted accounting principles (GAAP). Contractor agrees that all account files are the property of the City and will relinquish them to the City at the termination of the contract.

15. Contractor shall provide electronic claims processing and filings whenever possible for the various claim types including Medicare, Medi-Cal, commercial insurances, workers' compensation, and private insurance. Contractor shall process filings and denials for all insurances according to defined timelines. Contractor shall provide information on its capabilities in these areas, particularly in relationship to paramedic and emergency ambulance billing.

16. Contractor shall provide the City with electronic access to the billing records. Contractor shall possess and demonstrate they have the necessary expertise, experience, and qualifications to provide these types of services. The City wishes to create efficiencies and make improvements wherever possible, and take advantage of new technologies.

17. The software and hardware of the billing system shall ensure complete and uninterrupted back-up with a data recovery system should a disaster occur. Contractor shall provide information on its data recovery plan.

18. Contractor shall provide the detailed steps that will be taken once an ePCR is received from the City, including the number of contacts and procedures for correct invoicing and to secure payment for the service. This shall include research methods of patients' ability to pay, and efforts to locate and correct any incorrect or incomplete information. Contractor to provide time frames for completing each step in the process.

19. Contractor shall be responsible for obtaining demographic and insurance information from receiving hospitals. Contractor shall detail the process for obtaining and electronically securing this information.

20. Contractor shall describe their audit process. Contractor shall be responsible for ensuring that records are not missing, minimum content criteria is present, fee schedules are accurate and applied correctly, billing codes are appropriate, and itemized charges are captured.

21. Contractor shall provide all monthly finance, billing, receivables, and aging reports including but not limited to monthly ticket survey, daily cash receipts journal, monthly receivables aging report by payor mix, monthly status of all accounts by payor mix, revenue report by payor mix, charge summary by type of service provided and general supply category used. Reports may be modified periodically on specific issues or needs that arise, and new reports not specifically identified in this RFP may be requested that would be useful to the City, such as revenue trend analysis or revenue forecasting. Contractor to provide sample copies of these types of reports the City could expect to receive.

22. Contractor shall provide a monthly reconciliation of the data received from the BFD or third-party ambulance company ePCRs with the amount billed to customers, explaining

differences, if any. Required information on the Contractor's deposit report and monthly reports includes the incident number, date of service, invoice number, insurance information, amount billed, total payments received, and balance.

23. Contractor shall provide quarterly analysis identifying at a minimum the percent of collections, timelines from billing to receiving payment, number and types of complaints and other data deemed necessary for business planning and future analysis.

24. Contractor shall process requests for refunds and/or hardships and associated back-up documentation per the City's policy. Upon receiving requests and necessary documents, Contract shall forward to the City in a timely manner for City's review and action. Contractor shall then implement City's approved action of payment plans, fee reductions, and/or fee waivers.

25. Contractor shall provide a monthly invoice to the City that clearly notes the date range of service and reflects the gross collections, refunds, net collections, and the Contractor's fee for the service period.

26. Contractor shall provide user access to its system wherein the City can run weekly, detail and summary financial reports in Excel or similar format. The reports shall contain, at a minimum, the following information: amount billed, amount collected, amount refunded, amount sent to collection, and amount written off. If such access is not possible, then the Contractor shall deliver reports containing the specified information to the City on an as needed basis.

27. Contractor shall have the ability to handle third party payor submission inquiries regarding insurance claims.

28. Contractor shall have the ability to cross reference patient files in various methods (i.e., last name, social security number, service or residence address, date of birth, date of service, etc.).

29. Contractor shall forward all unresolved complaints and billing disputes to the City for review and determination. Contractor shall adhere to the City's policy for handling account hardship issues, liens, and attorney settlement requests, including but not limited to minimal monthly payment plans, credit card transactions, write-downs, and write-offs.

30. Contractor shall provide its procedures in handling delinquent accounts before referring the accounts to the City for bad debt collection authorization. Contractor shall provide a weekly report of all recommended accounts, with detailed notes on the servicing of each account and reason why the account was unable to be collected. Contractor shall reconcile any account upon the City's request and prior to that month's closing. Contractor shall reconcile accounts from the bad debt collection agency upon the City's request.

31. Contractor shall be able to electronically transmit delinquent accounts to the City's debt collection agency, currently United Resources Systems (URS) on a monthly basis.

32. Contractor shall send a lien to an attorney that may be handling a personal injury case for a patient. The Contractor shall have a process to follow up on the status of these lien accounts. The Contractor shall also immediately notify the City via email whenever it is made aware that there is possible legal action being taken against the City of Brea and/or the Brea Fire Department and/or any of its employees acting in the scope of their employment.

33. Contractor shall not assign or subcontract any portion of this agreement or transfer, assign or outsource any claim, pursuant to this contract, without the written consent of the City. Contractor shall not enter into any third-party agreements with clearinghouses, insurance companies or any other arrangement that results in a reduction of reimbursement without the written approval of the City.

34. The City reserves the right to terminate the contract at any time by providing a thirty-day written notice for convenience or cause. In the event of contract termination or the bankruptcy/dissolution of the Contractor, all accounts and documentation relating to City accounts shall be returned to the City, regardless of status or payment arrangements made with consumers.

35. Contractor shall exercise its best ethical, prudent, lawful, and professional efforts to secure payments on all accounts referred by the City. Collection activities shall comply with all federal, state, and local laws, including but not limited to the Federal Fair Debt Collection Practices Act.

36. Contractor shall meet with City staff upon execution of contract to discuss goals of the relationship, the services to be provided, and other topics relevant to the billing process. Contractor shall meet with City staff on an annual basis (or as needed if issues arise) to discuss all services and how the Contractor and City can work together to further collections.

37. Contractor will provide updates to the City on changes in federal and state laws and regulations and shall liaise with State and Federal agencies on behalf of the City.

38. Contractor shall have the ability to effect collections in all 50 states. Contractor shall explain their experience with California insurance laws, agencies and with various health insurance carriers and health maintenance organizations (HMOs). Contractor will remain current in insurance regulations and inform the City if its current practices need to be modified to adhere to maximize reimbursement.

39. Contractor will process all customer payments in accordance with applicable Payment Card Industry (PCI) security requirements.

40. Contractor shall guarantee the confidentiality, security and safety of all files, documents and information provided by the City, except as to disclosure required by federal and state laws and regulations. Contract will comply with all federal, state, and local statutes and

regulations regarding protected health information, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and shall enter into a HIPAA Business Associate Agreement with the City if selected. Contractor shall maintain HIPAA compliant throughout the term of the contract.

41. Contractor shall comply with all federal and state regulations and applicable Medicare and State Medi- Cal regulations regarding claim submittal and processing in its entirety. Contractor will remain current in the regulations and inform the City if its current practices need to be modified to adhere to all regulatory matters.

**Debt Collection Services (Optional)**

In addition, the City is interested in obtaining proposals for debt collection services for delinquent ambulance billing services. Contractors that are able to provide ambulance billing services and debt collection services shall include a cost proposal based upon the below optional scope of services. All services are to be provided a fee-based percentage of actual collected revenue.

The scope of services shall include, but is not limited to, the following:

1. Provide standard accepted collection procedures within 20 days from the date of assignment.

2. Report, correct and/or delete credit bureau reporting and provide evidentiary documentation to the City. The City retains the right to recall any debt, without charge or penalty, any accounts assigned for collections. Upon recall by the City, no further collection efforts on recalled accounts will be undertaken. If the account being recalled has been reported to any credit bureau, it is expected to be immediately cleared from the customer's credit report and provide written confirmation of such upon request.

3. Comply with federal and state regulations regarding fair debt collections practices. Collection shall be conducted through ethical and lawful means with the highest level of customer service.

4. Maintain separate files for each account for audit purposes. Audit of any and all assigned records is at the discretion of the City.

5. Maintain confidentiality on all accounts assigned by the City.

6. Maintain a disaster recovery plan to protect the City's receivables and the confidentiality of the information contained therein.

7. Accept data from the City or the City's third-party ambulance billing provider, in both paper and electronic formats. The assignment will include the following information, if available, and any other relevant information in the City's possession at the time of referral as deemed appropriate: Name(s); Address; Type of Account; Unpaid Balance, date of birth

and driver's license (if on file), phone numbers, account numbers, and account start and stop dates.

8. Immediate return of all accounts still pending upon termination of contract by any party.

9. Accept and process credit card payments via telephone. Accept and process electronic payments from debtors. The debtor is responsible for all costs associated with this service, including but not limited to payment of the merchant's fee.

10. Bear all expenses and costs incurred to effect collection of any account referred to them by the City, including but not limited to litigation and transportation.

11. Remit all monies collected, less collection fees, monthly to the City. Remittance should include a breakdown by debtor, type of account, amount outstanding and amount paid.

12. Provide electronic monthly reports detailing:
    - Status of each account with customer pertinent information
    - Monthly status of accounts, including assigned and current balance
    - Collection received during the month
    - Percentage of recovery in comparison to the total dollar value of assigned accounts
    - On as needed basis, ad-hoc reports as requested including but not limited to collections, legal actions, adjustments, updated addresses, and corrections.

**Attachment 1 FEE SCHEDULE**
**[City's Pricing Schedule or Contractor's Proposal Attached]**

**PROFESSIONAL SERVICES AGREEMENT**
**Ambulance Billing Services**

This Professional Services Agreement ("Agreement") is dated **Tuesday, April 16, 2024** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City"), and **Wittman Enterprises, LLC** ("Contractor").

## RECITALS

A. City desires to retain Contractor as an independent contractor to provide the following professional services: **Ambulance Billing Services for Fire Services Department**.

B. Contractor 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.

Contractor shall perform the services referenced in the Recitals, as required by RFP No. 2023.12.14.01 and more specifically described in the Scope of Services attached hereto as 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 **Attachment 1 to Exhibit A hereto**.

B. In no event shall the total amount paid for the Services over the term of this Agreement exceed the annual all-inclusive sum of $ **150,000.00** ("Contract Amount"). This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Contractor in performing the Services. Contractor shall be deemed to have made all inquiries and site inspections deemed necessary by Contractor 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. Contractor'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, Contractor 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 on **Wednesday, April 17, 2024** ("Effective Date"). Unless extended or earlier terminated as provided herein, this Agreement shall expire on **Monday, April 16, 2029** or upon satisfactory completion of the Services, whichever occurs first.

**5. Time of Performance.**

A. Contractor 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. Contractor shall commence performance within two business days of receiving City's written notice to proceed.

B. Force Majeure. Neither party shall be considered in default of this Agreement for delays in performance caused by a force majeure event. As used in this Agreement, the term "force majeure event" means circumstances beyond the reasonable control of the non-performing party and includes the following: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint. Contractor'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 Contractor 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. In performing the Services, Contractor shall comply with all applicable local, State, and federal laws, statutes, regulations and orders including HIPAA, California Civil Code Section 56.10, et seq., Cal/OSHA requirements, and any and all other laws and statutes referenced in the RFP.

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

**9. Assignment and Subcontracting.**

A. Contractor 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 Contractor's utilization of subcontractors identified in Contractor'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.

**10. Independent Contractor.**

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

B. Contractor will determine the means, methods, and details by which Contractor's personnel will perform the Services. Contractor 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. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Contractor's personnel require to perform the Services. Contractor shall perform the Services off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor'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 Contractor from time to time for Contractor's personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. Contractor shall be responsible for and pay all wages, salaries, benefits and other amounts due to Contractor's personnel in connection with the Services. Contractor 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. Contractor 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. Insurance**.

Unless otherwise permitted or waived in writing by City's Risk Manager, Contractor 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, Contractor 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. Contractor 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 Contractors Coverage

iv. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against

another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to this Agreement.

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

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

B. Automobile Liability

i. 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

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

If Cyber Liability is included in the Minimum Policy Limits Required below, then 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:

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

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

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

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Contractor 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. Contractor shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Contractor 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, Contractor 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 Contractor'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. 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor 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 Contractor from liability in excess of such coverage, nor shall it limit Contractor'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 Contractor, 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 Contractor 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 Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may terminate this

Agreement for cause.

iii. City may require Contractor 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 Contractor; 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 Contractor under this Agreement.

J. Subcontractor Insurance Requirements

Contractor 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 Contractor, City may approve different scopes or minimum limits of insurance for particular subcontractors.

**12. Indemnification**.

A. Other than in the performance of professional services, and to the fullest extent permitted by law, Contractor shall defend (with counsel selected after reasonable consultation with 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, theft of City Data, and/or breach of this Agreement (collectively, "Claims") in any manner and to the extent arising out of, pertaining to, or incidental to any error, omission, or willful misconduct of Contractor, its owners, officials, officers, employees, servants, subcontractors, consultants 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, 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. In the event of any dispute between the CONTRACTOR and the City, as to whether liability arises from the negligence of the City or its officers, employees, agents, subcontractors, or vendors, CONTRACTOR may be obligated to pay for the City's defense until such time as a final judgement has been entered adjudicating the City as partially negligent. CONTRACTOR would be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and cost of litigation, in proportion to the City's judicially determined percentage of fault.

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

**13. 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. Contractor 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.

**14. Termination**.

A. In the event Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor will be deemed in default in the performance of this Agreement. If such default is not cured within thirty (30) business days after receipt by Contractor from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Contractor written notice thereof.

B. The foregoing notwithstanding, the Parties shall have the option, at their sole discretion and without cause, of terminating this Agreement by giving ninety (90) days' prior written notice to the Parties as provided herein.

C. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this section shall survive the expiration or early termination of this Agreement.

**15. Ownership of Work Product.**

A. All City-specific draft and final reports, documents, , 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.

B. 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.

**16. 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 the California Consumer Privacy Act (Civil Code Section 1798.100, et seq.), Contractor shall comply with that Act 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.

**17. Party Representatives.**

A. Contractor hereby designates **Stephanie Cooper-Noe**, or such person's designee, as Contractor's Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City.

B. City hereby designates **Fire Chief Mark Terrill** or such person's designee, as the City Representative for this Agreement.

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

**18. 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** | **Contractor** |
|---|---|
| **City of Brea** | **Wittman Enterprises, LLC** |
| **1 Civic Center Circle** | **11093 Sun Center Drive** |
| **Brea, CA 92821** | **Rancho Cordova, CA 95670** |
| **United States** | **United States** |
| **Mark Terrill** | **Corinne Wittman-Wong, CEO** |
| **markt@cityofbrea.netl** | **cwittmanwong@webillems.com** |
| **714.990.7646** | **916.669.4608** |

**19. Third Party Rights.**

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

**20. Conflicts of Interest**.

A. Contractor 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. Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

B. Contractor 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. Contractor 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 Contractor in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Contractor 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.

**21. Severability**.

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

**22. 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.

**23. 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.

**24. Time of Essence.**

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

**25. City's Right to Employ Other Contractors.**

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

**26. Exhibits.**

The attached **Exhibit A** are 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. In the event of any conflict or inconsistency between the provisions of the Scope of Services and Specifications Requirements and the Contractor's Proposal, if any, set forth in **Attachment 1 to Exhibit A** hereto, the provisions of the Scope of Services and Specifications Requirements shall govern.

**27. Entire Agreement.**

This Agreement (including the attached Exhibits) 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]**

**PROFESSIONAL SERVICES AGREEMENT**
**Ambulance Billing Services**

**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.

**Wittman Enterprises, LLC**

By: Corinne Wittman-Wong (Mar 31, 2024 20:18 PDT)
**Corinne Wittman-Wong**
**Chief Executive Officer**
**cwittmanwong@webillems.com**

Date Signed: 03/31/24

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

By: Walter Imboden (Mar 29, 2024 18:51 PDT)
**Walter Imboden**
**President/Chief Financial Officer**
**wimboden@webillems.com**

Date Signed: 03/29/24

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

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

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

**City of Brea**
By: _____
**William Gallardo**
**City Manager**
**BillGa@cityofbrea.net**

Date Signed: _____

Attest (if over $25,000)
By: _____
**Lillian Harris-Neal**
**City Clerk**
**Lillianhn@cityofbrea.net**

Date Signed: _____

**PROFESSIONAL SERVICES AGREEMENT**
**Ambulance Billing Services**

**EXHIBIT A**
**Scope of Services and Specifications Requirements**

**Objective:**

The City of Brea ("City") is seeking proposals from qualified proposers interested in providing emergency medical and ambulance billing services with an optional item to also provide debt collection services. The City desires to enter into an agreement for professional services with an experienced and effective contractor that minimizes City costs, maximizes the use of available data and technology, provides excellent client and customer service, and performs thorough and complete preparation and mailing of invoices for emergency medical and ambulance billing services (including preparing, invoicing, categorizing, recording, monitoring, supervising, and managing the emergency medical and ambulance transportation billing).

Contract Term: Five (5) years

Minimum Qualifications:

- Contractor must have successfully completed services, similar to those specified in this Scope of Services, for other local municipal government agencies within California and are licensed, insured, bondable, and Health Insurance Portability and Accountability Act (HIPAA) compliant in the State of California.

- Contractor's proposal shall demonstrate a minimum of five (5) years of documented and successful experience with contemporary paramedic and emergency ambulance service billing. Experience must include the filing of claims with governmental programs such as the Centers for Medicare and Medicaid (CMS) as well as commercial health insurance providers (HMOs and PPOs), and the processing of at least 3,500 transports per year. To demonstrate competency, the Contractor shall provide an analysis of 2021-2022 net collection rates and percentage of accounts released to a third party/bad debt collection agency.

- Meet the insurance requirements detailed in this RFP document.

Note that any unsatisfactory references or unsatisfactory work performance with the City may eliminate the proposer from further consideration.

Proposers who do not meet the Minimum Qualifications may be disqualified.

**Description:**

The project scope of work requires professional support services in the invoicing, categorizing, recording, monitoring, supervision, and managing of ambulance billing and emergency medical services (EMS) cost recovery systems and services. The instructions contained herein must be followed for competitive proposals to be considered responsive to this RFP.

**Overview:**

**PROFESSIONAL SERVICES AGREEMENT**
**Ambulance Billing Services**

The City of Brea ("City") is a close-knit community of about 47,000 residents, located about thirty miles from Los Angeles in northeast Orange County and at the juncture of three of California's most populous counties: Los Angeles, Riverside and San Bernardino. The City is an employment, shopping, and entertainment hub that hosts over 100,000 people each day within its twelve square miles. Brea is a "full -service city" and takes pride in its approach to providing city services and has been regulating ambulance service within the City for more than 40 years.

Today, the Brea Fire Department provides 24-hour emergency response to a wide variety of critical situations including fires, explosions, hazardous materials, medical emergencies, traffic collisions, and active shooter. The Department's primary mission is to effectively and efficiently deliver life safety fire services and emergency medical services ("EMS"). Brea currently utilizes a third-party ambulance transport company but is developing an in-house ambulance program.

The Brea Fire Department has four, strategically located fire stations which deploy emergency resources to residential, commercial and wildland interface areas. The department is comprised of 49 fire professionals who responded to approximately 3,660 EMS related incidents in 2022.

The Brea Fire Department's fire-based Advanced Life Support ("ALS") program provides a minimum of two Firefighter/Paramedics on Brea Engine 1, Brea Truck 2, and Brea Engine 3. These four -person staffed ALS fire units enable our crews to remain flexible and handle any type of emergency that occurs in or around Brea.

In 2022, the City reassessed the Advanced Life Support (ALS) Transport Base Fee. Based on a fee analysis, the city's ALS Transport fee is currently $379.77. The fee is currently collected by the City's third-party ambulance transport provider and passed through to the City at a reimbursement rate of 85%.

The below chart reflects projected BFD EMS service data that is for informational purposes only and is no guarantee of future billings or payor mix. The response data has been rounded.

# PROFESSIONAL SERVICES AGREEMENT
## Ambulance Billing Services

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Total Runs | 2,580 | | | | | | | |
| ALS1/ALS2 40% of Total Runs | 1,032 | | | | | | | |
| BLSE 60% of Total Runs | 1,548 | | **City of Brea Ambulance FY 23-24** | | | | | |
| | | | | | | | | |
| Average ALS Transport Charge | $2,295.82 | | **Transports** | | | | | |
| Average BLSE Transport Charge | $1,908.47 | | | | | | | |
| | | | | **Charges** | | **Payments** | | |
| **PaySource** | **Run Percentage** | **ALS** | **BLSE** | **ALS** | **BLSE** | **ALS** | **BLSE** | **Payment % of Charges** |
| Insurance | 15.00% | 155 | 232 | $355,392.94 | $443,146.73 | $305,637.92 | $381,106.19 | **86%** |
| Private Pay | 8.00% | 83 | 124 | $189,542.90 | $236,344.92 | $11,372.57 | $14,180.70 | **6%** |
| Medicare/MediCare HMO/Worker Comp/VA | 53.00% | 547 | 820 | $1,255,721.71 | $1,565,785.13 | $337,789.14 | $366,393.72 | **25%** |
| MediCal/MediCal HMO | 24.00% | 248 | 372 | $568,628.70 | $709,034.77 | $267,255.49 | $400,604.65 | **51%** |
| | 100.00% | **Sub-Total** | | **$2,369,286.24** | **$2,954,311.56** | **$922,055.13** | **$1,162,285.25** | |
| | | **Grand Total** | | **$5,323,597.80** | | **$2,084,340.38** | | |
| | | **Gross Percentage** | | **39.15%** | | | | |
| | | | | | | | | |
| | | | **Average payment per transport** | | **$807.88** | | | |
| Total Runs | 150 | | | | | | | |
| Assessment at Scene 3% of Total Runs | 5 | | | | | | | |
| First Resonder 97% of Total Runs | 146 | | | | | | | |
| | | | **Non Transports** | | | | | |
| Average Assessment at Scene Charge | $280.81 | | | | | | | |
| Average First Responder Charge | $275.38 | | | | | | | |
| | | | | **Charges** | | **Payments** | | |
| **PaySource** | **Run Percentage** | **TNT** | **First Responder** | **TNT** | **First Responder** | **TNT** | **First Responder** | **Payment % of Charges** |
| Insurance | 14.00% | 1 | 20 | $176.91 | $5,609.49 | $153.91 | $4,880.26 | **87%** |
| Private Pay | 67.00% | 3 | 97 | $846.64 | $26,845.42 | $245.53 | $7,785.17 | **29%** |
| Medicare/MediCare HMO/Worker Comp/VA | 2.00% | 0 | 3 | $25.27 | $801.36 | $7.83 | $280.47 | **33%** |
| MediCal/MediCal HMO | 17.00% | 1 | 25 | $214.82 | $6,811.52 | $19.33 | $204.35 | **7%** |
| | 100.00% | **Sub-Total** | | **$1,263.65** | **$40,067.79** | **$426.61** | **$13,150.25** | |
| | | **Grand Total** | | **$41,331.44** | | **$13,576.86** | | |
| | | **Gross Percentage** | | **32.85%** | | | | |
| | | | | | | | | |
| *Average Mileage 4 | | | **Average payment per transport** | | **$90.51** | | | |
| Using OCFA latest rates 01/01/2023 | | | | | | | | |
| **Grand Total Payments** | **$2,097,917.24** | | | | **MediCare Alloweds** | **MediCal Alloweds** | | |
| | | | | ALS1 | $ 581.26 | $ 1,065.12 | | |
| | **Rates** | | | BLSE1 | $ 489.48 | $ 1,065.12 | | |
| | ALS1 | $2,219.62 | | Mileage | $ 8.71 | $ 3.19 | | |
| | ALS2 | $2,219.62 | | **Average ALS1** | **$ 616.10** | **$ 1,077.88** | | |
| | BLSE1 | $1,832.27 | | **Average BLSE1** | **$ 524.32** | **$ 1,077.88** | | |
| | Mileage | $19.05 | | | | | | |

**PROFESSIONAL SERVICES AGREEMENT**
**Ambulance Billing Services**

## Scope of Services

The Contractor shall at all times comply with the Health Insurance Portability and Accountability Act (HIPAA) and all other applicable federal, state and local laws. All services are to be provided in two methodologies: a fee-based percentage of actual collected revenue; and 2) a per-call fee for each incident (if applicable). No "up front" or ongoing costs will be borne by the City nor will the City provide any staff to support the billing and collection of such services identified in this scope of services. The list below describes the minimum services required by Contractor.

1. Contractor shall provide all functions of the billing process including preparing, invoicing, categorizing, recording, monitoring, supervising, and managing the emergency medical and ambulance transportation billing. The contract rate shall cover all costs of processing including postage, data mailers, telephone costs, etc. Notwithstanding the foregoing, Contractor shall coordinate its billing cycle to be consistent with the City finance department's accounts receivables policy and schedule prior to commencing services.

2. The City will work cooperatively with the Contractor to collect signatures at the time of patient contact but the final responsibility to obtain patient signatures will rest with the Contractor.

3. Contractor shall provide excellent customer service to City of Brea patients who have billing questions or problems, by providing a toll-free phone number and an email address, so individuals requiring assistance with invoices may contact the company directly. Contractor must specify if this customer services is included in cost proposal or if it is a separate fee (i.e. per-call).

4. Contractor shall provide customer service representatives that are available at a minimum from 8:00 a.m. to 4:30 p.m., Pacific Time, Monday through Friday, excluding major holidays. Contractor shall provide a toll free 800 telephone number for billing inquiries. Language translation service for other language needs of patients or their representatives shall be available.

5. Contractor shall make outgoing contacts with City accounts identifying themselves as "Ambulance Billing Services for the City of Brea" and shall identify themselves when receiving incoming calls as "Ambulance Billing Services." Contractor shall provide the flexibility and customer support care needed for the City's accounts by providing an adequate number of personnel to respond in a timely manner.

6. Contractor shall provide a liaison to the City. This individual shall be a full–time employee of the Contractor, have an extensive knowledge of EMS billing practices, as well as an understanding of EMS industry standard practices, and decision-making authority for problem resolution. This liaison shall be available during regular business hours and have an alternate contact available in his/her absence. The liaison shall provide overall management and coordination of the contract on the Contractor's behalf and have access to the needed technical assistance at all times.

7. Contractor shall demonstrate the ability to evaluate individual ePCRs, with specific direction provided by City, and in cooperation with a third-party ambulance transport company. This may be unpredictable and cannot be automated for routine handling due to the variance of information and patient care and needs.

8. Contractor shall research and follow up on all accounts with inadequate billing information to include:

    - Contact the third- party ambulance company for missing and/or incomplete information in the ePCRs.
    - Contact receiving hospital for missing and/or incomplete billing information needed from the admitting/registration records.
    - Contact patient family members or emergency contacts for information.
    - Refer to zip code/street directions for incomplete/missing address information.
    - Make inquiries to the patient via mail, phone, or similar means.

9. Contractor shall aid City in program and fee studies by providing data, industry standards, revenue projections, etc. as requested by City.

10. Contractor shall provide all software and hardware associated with the billing and receivables process. Contractor shall be able to accurately transfer all necessary information from the ambulance company, based on the information provided by the ePCR, and obtain any additional information needed that is not included in the ePCR, for proper and correct patient billing. Proposers shall work with the City and the City's ePCR vendor to identify data input gaps, errors, or other data needs, and describe a means of obtaining solutions to these problems. Proposers shall provide a complete package describing billing and collections, follow-up, account posting, and accounts receivable reconciliation, and reporting services.

11. Contractor shall maintain a secure file transfer protocol (FTP) platform to send and receive account data and information when necessary. Contractor shall maintain the FTP platform during the entire term of the contract and ensure any files are properly retrieved by City prior to closing the FTP site.

12. Contractor shall maintain updated and current technology that will continuously provide the highest level of reimbursement and customer service possible.

13. For all accounts assigned to the Contractor, all customer contact, including notices, mailing, itemizations, small claims, bankruptcy filings, and miscellaneous requests and inquiries, is the sole responsibility of the Contractor. Contractor will be fully responsible for maintaining accurate records of all correspondence including calls and emails, documents, accounting records, transactions, and other relative evidence for a period of three (3) years. Contractor will also be solely responsible for any and all costs incurred in and associated with the accounts referred to them by the City. All records shall be made available to the City upon request.

14. Contractor shall maintain records that are in accordance with generally accepted accounting principles (GAAP). Contractor agrees that all account files are the property of the City and will relinquish them to the City at the termination of the contract.

15. Contractor shall provide electronic claims processing and filings whenever possible for the various claim types including Medicare, Medi-Cal, commercial insurances, workers' compensation, and private insurance. Contractor shall process filings and denials for all insurances according to defined timelines. Contractor shall provide information on its capabilities in these areas, particularly in relationship to paramedic and emergency ambulance billing.

16. Contractor shall provide the City with electronic access to the billing records. Contractor shall possess and demonstrate they have the necessary expertise, experience, and qualifications to provide these types of services. The City wishes to create efficiencies and make improvements wherever possible, and take advantage of new technologies.

17. The software and hardware of the billing system shall ensure complete and uninterrupted back-up with a data recovery system should a disaster occur. Contractor shall provide information on its data recovery plan.

18. Contractor shall provide the detailed steps that will be taken once an ePCR is received from the City, including the number of contacts and procedures for correct invoicing and to secure payment for the service. This shall include research methods of patients' ability to pay, and efforts to locate and correct any incorrect or incomplete information. Contractor to provide time frames for completing each step in the process.

19. Contractor shall be responsible for obtaining demographic and insurance information from receiving hospitals. Contractor shall detail the process for obtaining and electronically securing this information.

20. Contractor shall describe their audit process. Contractor shall be responsible for ensuring that records are not missing, minimum content criteria is present, fee schedules are accurate and applied correctly, billing codes are appropriate, and itemized charges are captured.

21. Contractor shall provide all monthly finance, billing, receivables, and aging reports including but not limited to monthly ticket survey, daily cash receipts journal, monthly receivables aging report by payor mix, monthly status of all accounts by payor mix, revenue report by payor mix, charge summary by type of service provided and general supply category used. Reports may be modified periodically on specific issues or needs that arise, and new reports not specifically identified in this RFP may be requested that would be useful to the City, such as revenue trend analysis or revenue forecasting. Contractor to provide sample copies of these types of reports the City could expect to receive.

22. Contractor shall provide a monthly reconciliation of the data received from the BFD or third-party ambulance company ePCRs with the amount billed to customers, explaining

differences, if any. Required information on the Contractor's deposit report and monthly reports includes the incident number, date of service, invoice number, insurance information, amount billed, total payments received, and balance.

23. Contractor shall provide quarterly analysis identifying at a minimum the percent of collections, timelines from billing to receiving payment, number and types of complaints and other data deemed necessary for business planning and future analysis.

24. Contractor shall process requests for refunds and/or hardships and associated back-up documentation per the City's policy. Upon receiving requests and necessary documents, Contract shall forward to the City in a timely manner for City's review and action. Contractor shall then implement City's approved action of payment plans, fee reductions, and/or fee waivers.

25. Contractor shall provide a monthly invoice to the City that clearly notes the date range of service and reflects the gross collections, refunds, net collections, and the Contractor's fee for the service period.

26. Contractor shall provide user access to its system wherein the City can run weekly, detail and summary financial reports in Excel or similar format. The reports shall contain, at a minimum, the following information: amount billed, amount collected, amount refunded, amount sent to collection, and amount written off. If such access is not possible, then the Contractor shall deliver reports containing the specified information to the City on an as needed basis.

27. Contractor shall have the ability to handle third party payor submission inquiries regarding insurance claims.

28. Contractor shall have the ability to cross reference patient files in various methods (i.e., last name, social security number, service or residence address, date of birth, date of service, etc.).

29. Contractor shall forward all unresolved complaints and billing disputes to the City for review and determination. Contractor shall adhere to the City's policy for handling account hardship issues, liens, and attorney settlement requests, including but not limited to minimal monthly payment plans, credit card transactions, write-downs, and write-offs.

30. Contractor shall provide its procedures in handling delinquent accounts before referring the accounts to the City for bad debt collection authorization. Contractor shall provide a weekly report of all recommended accounts, with detailed notes on the servicing of each account and reason why the account was unable to be collected. Contractor shall reconcile any account upon the City's request and prior to that month's closing. Contractor shall reconcile accounts from the bad debt collection agency upon the City's request.

31. Contractor shall be able to electronically transmit delinquent accounts to the City's debt collection agency, currently United Resources Systems (URS) on a monthly basis.

32. Contractor shall send a lien to an attorney that may be handling a personal injury case for a patient. The Contractor shall have a process to follow up on the status of these lien accounts. The Contractor shall also immediately notify the City via email whenever it is made aware that there is possible legal action being taken against the City of Brea and/or the Brea Fire Department and/or any of its employees acting in the scope of their employment.

33. Contractor shall not assign or subcontract any portion of this agreement or transfer, assign or outsource any claim, pursuant to this contract, without the written consent of the City. Contractor shall not enter into any third-party agreements with clearinghouses, insurance companies or any other arrangement that results in a reduction of reimbursement without the written approval of the City.

34. The City reserves the right to terminate the contract at any time by providing a thirty-day written notice for convenience or cause. In the event of contract termination or the bankruptcy/dissolution of the Contractor, all accounts and documentation relating to City accounts shall be returned to the City, regardless of status or payment arrangements made with consumers.

35. Contractor shall exercise its best ethical, prudent, lawful, and professional efforts to secure payments on all accounts referred by the City. Collection activities shall comply with all federal, state, and local laws, including but not limited to the Federal Fair Debt Collection Practices Act.

36. Contractor shall meet with City staff upon execution of contract to discuss goals of the relationship, the services to be provided, and other topics relevant to the billing process. Contractor shall meet with City staff on an annual basis (or as needed if issues arise) to discuss all services and how the Contractor and City can work together to further collections.

37. Contractor will provide updates to the City on changes in federal and state laws and regulations and shall liaise with State and Federal agencies on behalf of the City.

38. Contractor shall have the ability to effect collections in all 50 states. Contractor shall explain their experience with California insurance laws, agencies and with various health insurance carriers and health maintenance organizations (HMOs). Contractor will remain current in insurance regulations and inform the City if its current practices need to be modified to adhere to maximize reimbursement.

39. Contractor will process all customer payments in accordance with applicable Payment Card Industry (PCI) security requirements.

40. Contractor shall guarantee the confidentiality, security and safety of all files, documents and information provided by the City, except as to disclosure required by federal and state laws and regulations. Contract will comply with all federal, state, and local statutes and

regulations regarding protected health information, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and shall enter into a HIPAA Business Associate Agreement with the City if selected. Contractor shall maintain HIPAA compliant throughout the term of the contract.

41. Contractor shall comply with all federal and state regulations and applicable Medicare and State Medi- Cal regulations regarding claim submittal and processing in its entirety. Contractor will remain current in the regulations and inform the City if its current practices need to be modified to adhere to all regulatory matters.

**Debt Collection Services (Optional)**

In addition, the City is interested in obtaining proposals for debt collection services for delinquent ambulance billing services. Contractors that are able to provide ambulance billing services and debt collection services shall include a cost proposal based upon the below optional scope of services. All services are to be provided a fee-based percentage of actual collected revenue.

The scope of services shall include, but is not limited to, the following:

1. Provide standard accepted collection procedures within 20 days from the date of assignment.

2. Report, correct and/or delete credit bureau reporting and provide evidentiary documentation to the City. The City retains the right to recall any debt, without charge or penalty, any accounts assigned for collections. Upon recall by the City, no further collection efforts on recalled accounts will be undertaken. If the account being recalled has been reported to any credit bureau, it is expected to be immediately cleared from the customer's credit report and provide written confirmation of such upon request.

3. Comply with federal and state regulations regarding fair debt collections practices. Collection shall be conducted through ethical and lawful means with the highest level of customer service.

4. Maintain separate files for each account for audit purposes. Audit of any and all assigned records is at the discretion of the City.

5. Maintain confidentiality on all accounts assigned by the City.

6. Maintain a disaster recovery plan to protect the City's receivables and the confidentiality of the information contained therein.

7. Accept data from the City or the City's third-party ambulance billing provider, in both paper and electronic formats. The assignment will include the following information, if available, and any other relevant information in the City's possession at the time of referral as deemed appropriate: Name(s); Address; Type of Account; Unpaid Balance, date of birth

and driver's license (if on file), phone numbers, account numbers, and account start and stop dates.

8. Immediate return of all accounts still pending upon termination of contract by any party.

9. Accept and process credit card payments via telephone. Accept and process electronic payments from debtors. The debtor is responsible for all costs associated with this service, including but not limited to payment of the merchant's fee.

10. Bear all expenses and costs incurred to effect collection of any account referred to them by the City, including but not limited to litigation and transportation.

11. Remit all monies collected, less collection fees, monthly to the City. Remittance should include a breakdown by debtor, type of account, amount outstanding and amount paid.

12. Provide electronic monthly reports detailing:
    - Status of each account with customer pertinent information
    - Monthly status of accounts, including assigned and current balance
    - Collection received during the month
    - Percentage of recovery in comparison to the total dollar value of assigned accounts
    - On as needed basis, ad-hoc reports as requested including but not limited to collections, legal actions, adjustments, updated addresses, and corrections.

**PROFESSIONAL SERVICES AGREEMENT**
**Ambulance Billing Services**

**Attachment 1 FEE SCHEDULE**
**[City's Pricing Schedule or Contractor's Proposal Attached]**

January 12, 2024

# CITY OF BREA

## RFP No. 2023.12.14.01 | Ambulance Billing Services

Setting the Standard for EMS Billing

Wittman Enterprises, LLC
11093 Sun Center Drive
Rancho Cordova, California 95670
www.webillems.com

RFP Contact: Russ Harms
Executive Director Of Business Development
(916) 669-4628 Direct Line
rharms@webillems.com

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# Introduction

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# Letter of Transmittal

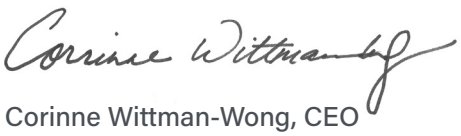
January 12, 2024

Thank you for the opportunity to introduce our qualifications and our talented team to you and to provide the City of Brea our RFP response for *Ambulance Billing Services*. Since 1991, Wittman Enterprises has provided our clients complete ambulance billing services in compliance with current local, state, and federal laws and statutes. We follow and exceed currently accepted standards for accurate, consistent, and best EMS billing practices while maximizing revenue recovery, honoring your collection philosophy, and treating each of your patients, citizens, and visitors as our own. ***We serve more than 140 EMS/Fire clients (11 In Orange County alone) and are the largest California-based billing company with the client base, patient database, and experience with California departments (and multiple California payers) for the most effective EMS billing and cost recovery possible.***

As the most qualified and experienced EMS biller in California our ultimate focus is on, and has always been based on, the best patient and client service, billing results (accurate and legal billing and the most in reimbursable revenue), and transparency (Client Portal, Reporting, Month-End-Reporting, KPIs, etc.). We use all the resources necessary to provide the best in customer service and collect for our clients: (on average) 10-20% more in net revenue than our competitors. Wittman has unmatched experience with California City/Fire Department ambulance billing programs like yours at Brea. We continually coordinate all program requirements to successfully bill and collect from Medicare, Medi-Cal, VA, Private Insurance, patients, and all other eligible payers.

I could not be prouder of the tremendous working relationship we have enjoyed with our EMS Partners over the last 32 years. We have worked together on multiple changes to our industry: on the GEMT and GEMT/QAF rollouts and implementations; on ICD-10 conversions; on the new PPGEMT-IGT; ET3, CMS Ambulance Cost Data Collection; and on the CARES Act programs and submissions. Thank you for allowing me to introduce our qualifications and commitment to the City and to your EMS/Fire team. We look forward to starting our partnership with you.

My best,



Corinne Wittman-Wong, CEO
Wittman Enterprises, LLC (established 1991)
11093 Sun Center Drive | Rancho Cordova, CA 95670
(916) 669-4608 direct | (855) 611-0056 toll free | cwittmanwong@webillems.com

# Section 2:
# Qualifications

# Section 2: Qualifications

## Background

## General Identification

Wittman Enterprises, LLC conducts all of our work and coordinates all services from our single location in the Sacramento, California area: 11093 Sun Center Drive, Rancho Cordova, California. We have no parent organization nor any subsidiaries. Our business was established in 1991.

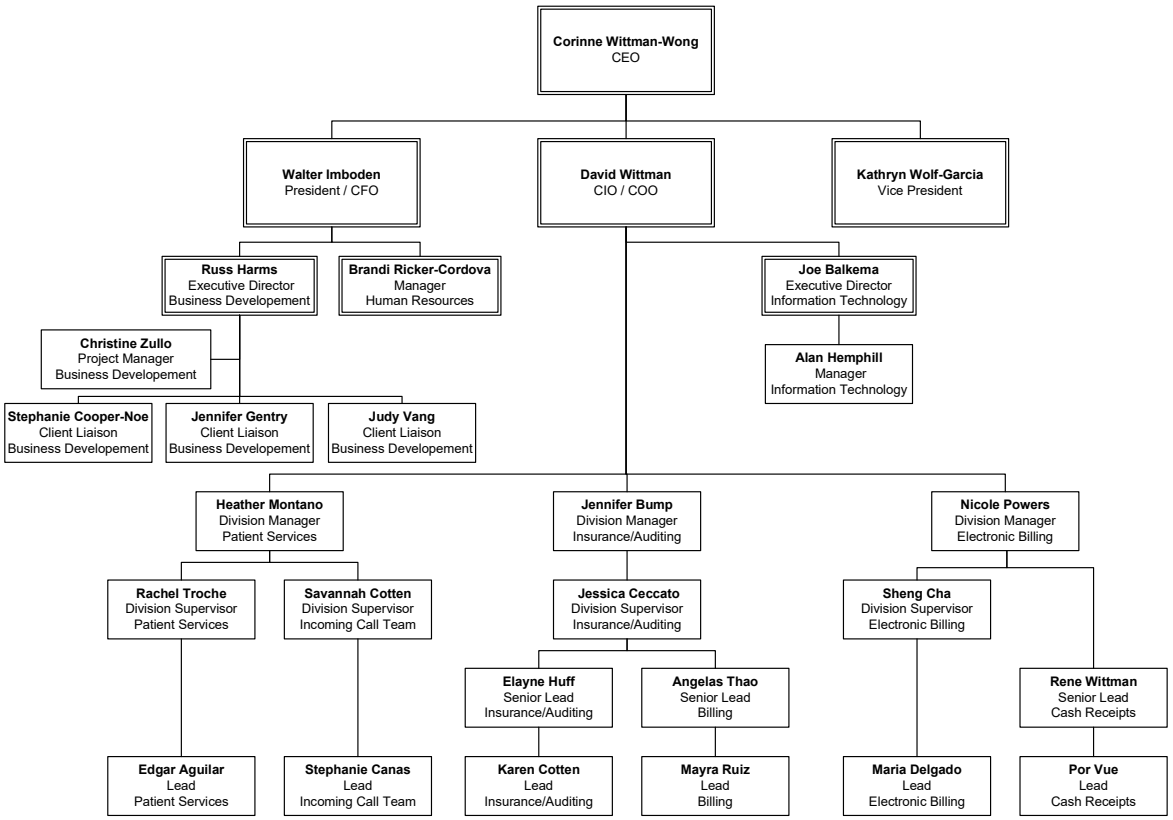
## Company Governance and Organization

We are a limited liability company with approximately 148 employees, including 4 board members and 12 managers. Our Board of Directors is:

CEO ..... Corinne Wittman-Wong
President/CFO ..... Walter Imboden
Vice President ..... Kathryn Garcia
COO ..... David Wittman

Our staff is divided among specialized departments including: Customer Service Representatives (75 employees); Data Input/Billing (25 employees); Insurance Specialists (10 employees); Cash Receipts (20 employees); Support Services/Electronic Billing (12 employees). Each department is dedicated to the personal attention of our clients and their patients' needs.

## Organizational Chart



## Legal History Statement

Wittman Enterprises, LLC has never lost an account due to concerns of improper billing practices, accusations, or client concerns of fraud. We are not the subject of any federal, state, local, or any investigation involving fraudulent or abusive billing practices, nor have we been in our 32 years in business. Specifically, we have no history of any claims, fines, mediations, arbitrations, litigations, or judgements.

## Proprietary and Confidentiality Statement

In the event that copies of our response to your RFP are requested of the City of Brea through the Freedom of Information Act and/or similar state and local rules, Wittman Enterprises LLC respectfully requests that all information provided under the heading "Proprietary and Confidential" be redacted in their entirety from any and all copies provided. The information should be exempt from public disclosure (due to personal financial information and other private facts), for information related to competition and bidding, and for certain trade secrets, commercial or financial information. Its inclusion constitutes Proprietary and Confidential information. Unauthorized release of such information puts us at a greatly unfair disadvantage with competitors if the information is released to the public. This includes client lists, client references, client contacts, client location maps, etc.

## EMS and Fire Billing Experience

- Wittman was founded 32 years ago with the promise of providing expert and personal attention to our EMS/Fire partners and their billing programs. This will never change. We provide industry-leading services to our partners, and will help you to provide cost-effective programs and responsive services enhancing the quality of life in the City of Brea, while balancing the financial accountability needs of your citizens. With a proven commitment to customer and patient service Wittman Enterprises conducts your business as if your patients were our own. This starts with valuing customer service with everything we have done as a company *since our beginning in 1991 (living up to our Dedicated Response Time Commitment; providing Ongoing and Comprehensive Staff Training; maintaining well-qualified Bilingual Staff; meeting regularly with our partners quarterly, etc.).*
- Wittman is dedicated exclusively to the EMS/ Fire industry and chooses to be expert in that industry rather than diversify into other medical billing fields.
- Our excellent reputation is gained from professional relationships with providers and third-party payers, as well as from our sensitive yet collection-oriented communications with patients and their representatives.
- We have a long and successful history of meeting and exceeding client expectations and service deadlines.
- From the beginning of your project, we anticipate and manage for you issues such as Medicare compliance and revalidation, reconciliation of payments from legacy billing accounts, responses to legal and other requests, and customization of a reporting program surpassing your specific needs.
- Since our only business is EMS/Fire billing, our specialized staff is dedicated and expertly trained in this field.

## About Us

Wittman Enterprises has extensive EMS/Fire billing and collection experience and specializes in the invoicing, categorizing, recording, monitoring, supervising, and managing of ambulance billing and EMS cost recovery systems/services. We bring 32 years of EMS/Fire billing experience to our clients, including your neighboring communities as seen in *"California EMS/Fire Partners" (See CONFIDENTIAL INFORMATION Separate File) and "Southern California Area Footprint" (See CONFIDENTIAL INFORMATION Separate File).* We help each of our individual partners reach and exceed their individual customized program objectives.

We are pleased that our high standards of performance exceed Brea demands for the following fundamental objectives and minimum services required as listed in your RFP.

(Since 1991) Wittman Enterprises provides our clients complete ambulance and fire billing services and solutions, accounts receivable management services, and collection services for BLS, ALS, and non-transport services in compliance with current local, state, and federal laws and statutes, in accordance with HIPAA regulations.

We are dedicated exclusively to the EMS/Fire industry and choose to be expert in the EMS billing and collection industry rather than diversify into any other medical billing fields.

We efficiently and effectively file claims with governmental programs such as Centers for Medicare and Medi-Cal ("CMS") and the VA, as well as commercial health insurance.

We follow and exceed currently accepted standards for accurate, consistent, and best EMS billing practices. We are licensed, insured, bondable, and HIPAA compliant for the State of California.

**Wittman Enterprises provides EMS billing and collection services to more than 120 public departments in California from our single Sacramento-area location.**

We will maximize revenue for the City while honoring your collections philosophy and treating each of your patients, citizens, and visitors as our own.

## Solutions

From the beginning Wittman Enterprises has provided products and services specifically designed to assure that EMS Transport, First Responder, and Fire Service providers like the City of Brea are reimbursed in a timely manner for services they provide. Wittman coordinates your work from our single location in Rancho Cordova, CA.

### Solutions include:

- Ambulance Transport Billing and Fire Service Fee Recovery
- ePCR and RMS Integration
- First Responder Billing and Collection
- Treat-no-Transport Billing and Collection (Assessments)
- Membership Program Support
- Patient Survey Program Support

## References *(Proprietary and Confidential)*

**CONFIDENTIAL INFORMATION. Authorized officials, please refer to confidential submittal under separate cover.**

## Financial Responsibility Statement

We have been in business since 1991 and remain a financially strong company. Our organization has consistently demonstrated a financially sound position with liquidity ratios higher than bank requirements. We have never been subject to any bankruptcy proceedings in our 32 years in business.

## Statement of Qualifications

Wittman Enterprises has customized service innovations to our partners in the EMS transport industry since 1991. **Currently serving 11 Orange County public agency clients** (120 in California – 143 total), we have extensive experience and specialize in the invoicing, categorizing, recording, monitoring, supervising, and managing of ambulance billing and EMS cost recovery systems and services. We bill approximately 880,000 claims annually and collect more than $485,000,000 each year for our clients. Wittman brings our 32 years of EMS/Fire billing experience to you, and to your neighboring communities, helping each of our individual partners to reach and exceed their individual and customized program objectives.

## California Strong

We do not believe that any California-based biller will provide as much in actual reimbursement or complete customer service as Wittman Enterprises has historically demonstrated. We have a proven record of collecting 10-20% more than our competitors. Out-of-state billing companies will not be able to arrive at these reimbursements either, due to their lack of billing and collection experience in the State of California and inexperience with the multitude of California payers.

### California Support: GEMT/QAF/IGT/PPGEMT-IGT

During the complicated design and implementation of the California GEMT program, Wittman Enterprises provided leadership and support for our clients throughout the process, working closely with the architects of the program (Chief Clough with Sac Metro, etc.), providing multiple training opportunities for our clients and designing reports specifically related to the information needed when applying for GEMT funds. This industry support is part of the hands-on customer service and resources we provide all of our California clients for IGT; GEMT (2011); GEMT QAF (2017); and now PPIGT (AB 1705, 2019).

**IGT: The transfer of funds from another government entity (e.g., County, City, or other State agency) to Medi-Cal.**

- We support participating clients with their Letters of Intent for the DHCS.
- We provide reports to help clients calculate how much money can be reimbursed to the providers (the maximum allowable for IGT).
- We provide reports for client submissions to the program and distribution of available IGT funds in their area.

**GEMT: The supplemental Medi-Cal reimbursement program was enacted October 2, 2011.**

- We worked with our numerous California clients and the State, providing transport numbers and calculations to them as they worked on their cost data sheets.
- We directly supported four of the six initial program test cities/departments for GEMT (City of Rialto; County of San Bernardino; Sacramento Metro Fire; and, Cosumnes Community Service District – all Wittman clients).
- After the bill passed (AB 678) and became GEMT officially, we worked closely with our California clients through the set-up process: attending State-sponsored GEMT instruction meetings; helping provide rough projections of potential GEMT income based on Medi-Cal transport information; sponsored a webinar where Chief Scott Clough answered the most frequently asked questions from our clients about the GEMT
- We set up a section of our website for easy-to-find links and references associated with the GEMT program.
- We provided customized GEMT reports for participating clients as they filled out their required cost reports.
- We fielded calls with clients with questions regarding the cost reports and how to use the Wittman reports to help them complete the GEMT cost reports.
- We provided regular email, website, and phone call updates reminding clients when their reports were/are due and providing them their customized transport reports.

**GEMT QAF: The program that allowed DHCS to establish the GEMT Quality Assurance Fee (QAF) Program to provide supplemental Medi-Cal payments to GEMT providers.**

- We provided our clients with similar resources employed for GEMT setup and rollout.
- We customized their required reports to provide total GEMT transports, total GEMT revenue.
- We continue to provide regular emails, phone calls, and webinars reminding clients when their reports are due, providing them with our regular support and required transport and revenue reports.

**PPGEMT-IGT: The newest program that replaced GEMT and GEMT QAF for public agencies.**

- Signed into law in 2019.
- As the program rolls out, we are providing our clients regular updates regarding deadlines, helpful resources and weblinks, required deliverables, due dates, reporting requirements, and revenue reporting on a monthly basis.

## California EMS/Fire Partners *(Proprietary and Confidential)*

**CONFIDENTIAL INFORMATION. Authorized officials, please refer to confidential submittal under separate cover.**

## Southern California Area Footprint *(Proprietary and Confidential)*

**CONFIDENTIAL INFORMATION. Authorized officials, please refer to confidential submittal under separate cover.**

## Workload Accomplishment

Our EMS billing and collection success is tied directly to the ratio of PCRs to the number of quality people assigned to your project. We believe that people are the key to our success. Wittman innovates by fully embracing automated and technological advances while wholly recognizing that our quality service is reliant upon our talented people providing you the best level of service. Our approach provides the lowest claims-per-employee-ratio, generally resulting in 10-20% higher collection rates than our competitors.

Wittman Enterprises works from our single location in the Sacramento, California area at 11093 Sun Center Drive, Rancho Cordova, California. All departments are dedicated to the personal attention of our clients and their patients' needs. Our staff is divided into teams to efficiently address workflow processes and are further divided based upon your location. Wittman maintains our industry-leading lowest claims-per-staff-ratio (generally 30% lower than our competitors) based on upholding the standard of practice our clients expect. Through training, forecasting, hiring, and expansion of our EMS partner base, we constantly maintain that staffing ratio of approximately 4,000 claims per staff (compared to approximately 8,000-12,000 or more claims per staff for most of our competitors).

For complete project coordination, Wittman's Client Liaison team is the conduit from you to our operations. We look forward to meeting with City/Fire personnel to discuss the goals of our business partnership, the services we provide, and any other topics required for the quality performance of EMS/Fire cost recovery on behalf of the City of Brea. Stephanie Cooper-Noe (Client Liaison) will be your main point of contact. Please remember too that Russ Harms (Director of Business Development), Corinne Wittman-Wong (CEO), and Walter Imboden (President/CFO) are always available to you and your team.

LOWEST
CLAIMS-PER-EMPLOYEE RATIO

=

10-20%
Higher Collection Rates Than Our Competitors

# Brea's EMS Billing Client Liaison

**Stephanie Cooper-Noe (CMC, CACO, CAPO, CADS), Client Liaison**
11093 Sun Center Drive
Rancho Cordova, CA 95670
(916) 669-4607 direct line
scooper-noe@webillems.com

## Staffing Chart

### Contract Management Team

| | | |
|---|---|---|
| Corinne Wittman-Wong, CEO | 916.699.4608 | cwittmanwong@webillems.com |
| Walter Imboden, President/CFO | 916.669.4602 | wimboden@webillems.com |
| Kathryn Garcia, Vice President | 916.669.4606 | kwolf@webillems.com |
| David Wittman, CIO/COO | 916.669.4601 | dwittman@webillems.com |
| Russ Harms, Executive Director Business Development | 916.669.4628 | rharms@webillems.com |
| Joe Balkema, Executive Director Information Technology | 916.669.4620 | jbalkema@webillems.com |

### Management Team

| | | |
|---|---|---|
| Jennifer Bump, Division Manager: Insurance/Billing | 916.669.4612 | jbump@webillems.com |
| Heather Montano, Division Manager: Patient Services | 916.669.4627 | hmontano@webillems.com |
| Nicole Powers: Division Manager: Electronic Billing | 916.669.4624 | npowers@webillems.com |
| Stephanie Cooper-Noe, (CMC, CACO, CAPO, CADS): Client Liaison | 916.669.4607 | scooper-noe@webillems.com |
| Jennifer Gentry, (CAC, CADS): Client Liaison | 916.669.4621 | jgentry@webillems.com |
| Judy Vang, (CAC, CADS): Client Liaison | 916.669.4613 | jvang@webillems.com |
| Christine Zullo, Project Manager: Enrollments/Clearinghouses | 916.414.3493 | czullo@webillems.com |

### Operations Team/Experience

| | |
|---|---|
| Jessica Ceccato, Division Supervisor: Insurance/Auditing | 19 Years |
| Elayne Huff, Senior Lead: Insurance | 23 Years |
| Angelas Thao, (CAC), Senior Lead: Billing | 19 Years |
| Karen Cotten, Lead: Insurance | 6 Years |
| Mayra Ruiz, Lead: Billing | 13 Years |
| Rachel Troche, Division Supervisor: Patient Services | 18 Years |
| Savannah Cotten, Division Supervisor: Incoming Call Team | 5 Years |
| Edgar Agular, Lead: Patient Services | 5 Years |
| Stephanie Canas, Lead: Incoming Call Team | 9 Years |
| Sheng Cha, Division Supervisor: Electronic Billing/Cash Receipts | 17 Years |
| Rene Wittman, Senior Lead: Cash Receipts | 29 Years |
| Maria Delgado, Lead: Electronic Billing | 3 Years |
| Por Vue, Lead: Cash Receipts | 2 Years |
| Amanda Stockle, Lead: Electronic Billing | 1 Year |

## Orange County Insurance Team Specialists

Our team of insurance specialists are trained and experienced with their assigned client payers so that they manage all aspects of submission, payments, and appeals. For our Orange County partners the following specialists provide the practical experience needed to get Brea your highest legal reimbursement possible:

- **La Dona Finister:** California commercial and government accounts specialist (VA, Department of Corrections, Blue Shield/Blue Cross of California, Secure Horizons, Pacificare of California, Kaiser, etc.)
- **Christine Marshall:** Medi-Cal and Medi-Cal HMO accounts specialist
- **Kristine Martinez:** California Medicare and Medicare HMO accounts specialist

## Subcontracting Partners *(Proprietary and Confidential)*

**CONFIDENTIAL INFORMATION. Authorized officials, please refer to confidential submittal under separate cover.**

## Training and Continuous Education

We participate in a training partnership with the State of California (ET17-0248) that mandates significant training hours and topics to improve skills, accuracy and customer service. Approved topics include Class/Lab/E-learning Hours as follows:

### Business Skills

- Business Communication
- Business Fundamentals
- Customer Service
- Data Entry
- Standard Operating Procedures

### Commercial Skills

- Anatomy
- Medical Terminology
- ICD-10
- New Client Transition
- First Responder Clients
- Errors and Exceptions Reporting
- HIPPA
- Medical Billing
- Medicare/Medi-Cal
- Ambulance Billing
- Industry Specific Terminology
- Certified Ambulance Coder

### Computer Skills

- Zoll
- Docuware
- Noridian
- Novitas

### Management Skills (Managers/Supervisors Only)

- Team Building
- Leadership
- Effective Meetings for Leaders
- Decision Making

# Wittman Enterprises Training Program: *New Hires*

Our comprehensive and ongoing training program allows us to continuously improve the way we conduct our clients' business and get you your maximum legal reimbursement available. Initial Training Employees begin with a minimum of four weeks training on general concepts required of their position including: our computerized billing system, office and position procedures, ambulance billing rules and regulations, identifying key payers, medical billing best practices, HIPAA, industry standards, customer service, billing Medicare, Medi-Cal, and private insurance. Trainees are not advanced in the training program until they have shown competence in all required areas. If they are unable to show the required competence our clients expect from us, employees are provided extra training opportunities and/or dismissed if necessary.

## Secondary Training

The next phase of training runs for at least four weeks, emphasizing the practical portion of the employee's job and preparing them to conduct their position under direct supervision. At this point in the training the employees "shadow" senior staff as they apply what they have learned in their first four weeks of training. More specialized concepts such as "ALS" and "BLS" are introduced and mastered along with workflow management (organizing and prioritizing), ambulance coding, data entry, translating common industry abbreviations, and working with first responder companies. There is significantly more hands-on training in this section than in the initial training period.

## 100% Auditing and Training

After successfully completing the first eight weeks of training, staff operates independently under direct supervision. During this time, new employees and their work product are 100% audited until the employee exceeds a minimum of 90% error-free performance consistently. Regular one-on- one meetings and training sessions are conducted as needed to assure the minimum amount of human error. After this, our auditing team routinely and randomly audits between 10% and 20% of our staff and their work on a weekly basis.

## Specialist Program

We develop our long-term and talented staff by expending considerable resources on training and continuous improvement of our employees. Experienced staff demonstrating aptitude toward specialty areas of our work are identified and placed in multiple-function-training to prepare them to work on several teams and continuously expand their knowledge and experience base

## Certified Ambulance Coders

In addition to our internal training program, Wittman Enterprises is proud to include staff members certified by the National Academy of Ambulance Coding, a nationally recognized leader in Certified Ambulance Coding Training. Wittman Enterprises employs and provides regular training for Certified Ambulance Coders ("CACs"). Wittman staff are continually trained under the same exacting standards emphasized in the Coding Certifications. We budget funds annually to certify additional coders to ensure that we constantly have ample certified individuals available to assist with all accounts.

# Wittman Enterprises Training Program: *Continuous Improvement*

## Team Training

Each of our teams meet weekly to go over and document training topics, industry and job-specific updates, staff questions, and SOP reviews. Teams are required to provide an agenda for each meeting and take attendance to verify staff team training and participation for each team meeting. Agenda items typically include but are not limited to the following:

- Case Studies/Best Practices Training
- New Client Transition
- First Responder Clients
- Industry/Job Training and Updates
- CMS Updates
- Noridian, Novitas Updates
- Coding/ICD-10 Training
- Errors and Exceptions Reporting

## Continuous Education

Wittman Enterprises requires employees to not only stay current on industry and individual job requirements, but to continue to push their learning curve through continuing education and bring our clients the best qualified staff in our industry. For in-house training, attendance is taken and individual HR files are updated to maintain a list of continuing education projects each employee has undertaken. Additionally, outside-house training is documented via program participation and/ or CEU certification.

**In-House Continuous Education Examples:**

- Telephone Doctor: Continuous Customer Service Training
- Business Communications
- The 7 Habits of Highly Effective Managers

**Outside Continuous Education Examples:**

- Certified Ambulance Coders (CAC)
- New Manager Training
- Project Manager Training
- HIPAA Officer Training
- Medicare and Medi-Cal Billing

## Understanding

Submittal of this Proposal is prima facie evidence that we have full knowledge of your RFP's requested scope, nature, quality, and quantity of the work to be performed and detailed requirements and conditions under which the work is to be performed. Since 1991 Wittman Enterprises has demonstrated the expertise needed to precisely invoice EMS Provider services to Medicare/Medi-Cal/Medi-Cal HMO, other government payers, commercial insurance companies, and private pay individuals (all based upon the current and posted City Fee Schedule).

# Section 3:

# Approach and Methodologies

# Section 3: Approach and Methodologies

Project Approach

## City of Brea/Fire Staff and Provider Scope of Work

Wittman Enterprises enjoys regular contact with City and Fire staff for direction on specific accounts, balance adjustments, QA/QI, and other procedures requiring their authorization. Occasionally, when we have exhausted our resources and need help completing missing information, clarifying unclear or incomplete narratives, we may request assistance from our regular City/Fire contacts that are often able to acquire the information from their own resources. However, ***as your billing partner, Wittman generally does not require additional tasks from City/Fire staff as it is our job to support your billing and reimbursement program.***

We are a full-service billing agency that conducts effectively the full range of tasks associated with your ambulance billing. As part of creating and maintaining the most efficient and effective billing system partnership between the provider (City of Brea) and Wittman Enterprises, the following are the basic provider responsibilities generally accepted as current standards of best practice. All programs are customized to meet and exceed the needs of our clients – following as many standards of best practice as practically possible.

- Submit necessary transport information, including pay source information and patient condition, to Wittman Enterprises for billing purposes.
- Forward to Wittman all necessary information relating to patient transport services, payments and patient eligibility.
- Provide clarifications when questions arise regarding documentation.

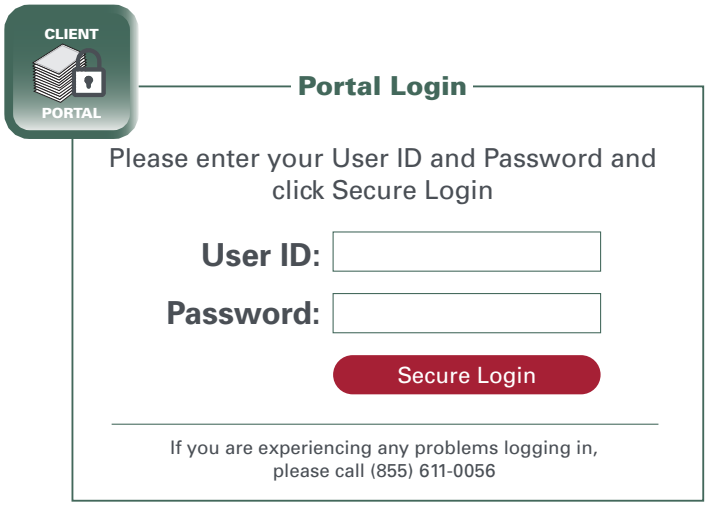
## Request for Changes to Brea Fire-Provided Data

We do not normally anticipate requesting any changes in data collection by the City/EMS Departments, provided we receive the City's PCRs with appropriate and complete documentation, meeting industry, Medicare, Medi-Cal, HIPAA, and other billing standards and requirements. Over the course of our partnership together we will work with your team closely, developing and maintaining a collaborative process to obtain any missing data needed for proper billing if needed.

## Client Portal and Electronic Dashboard

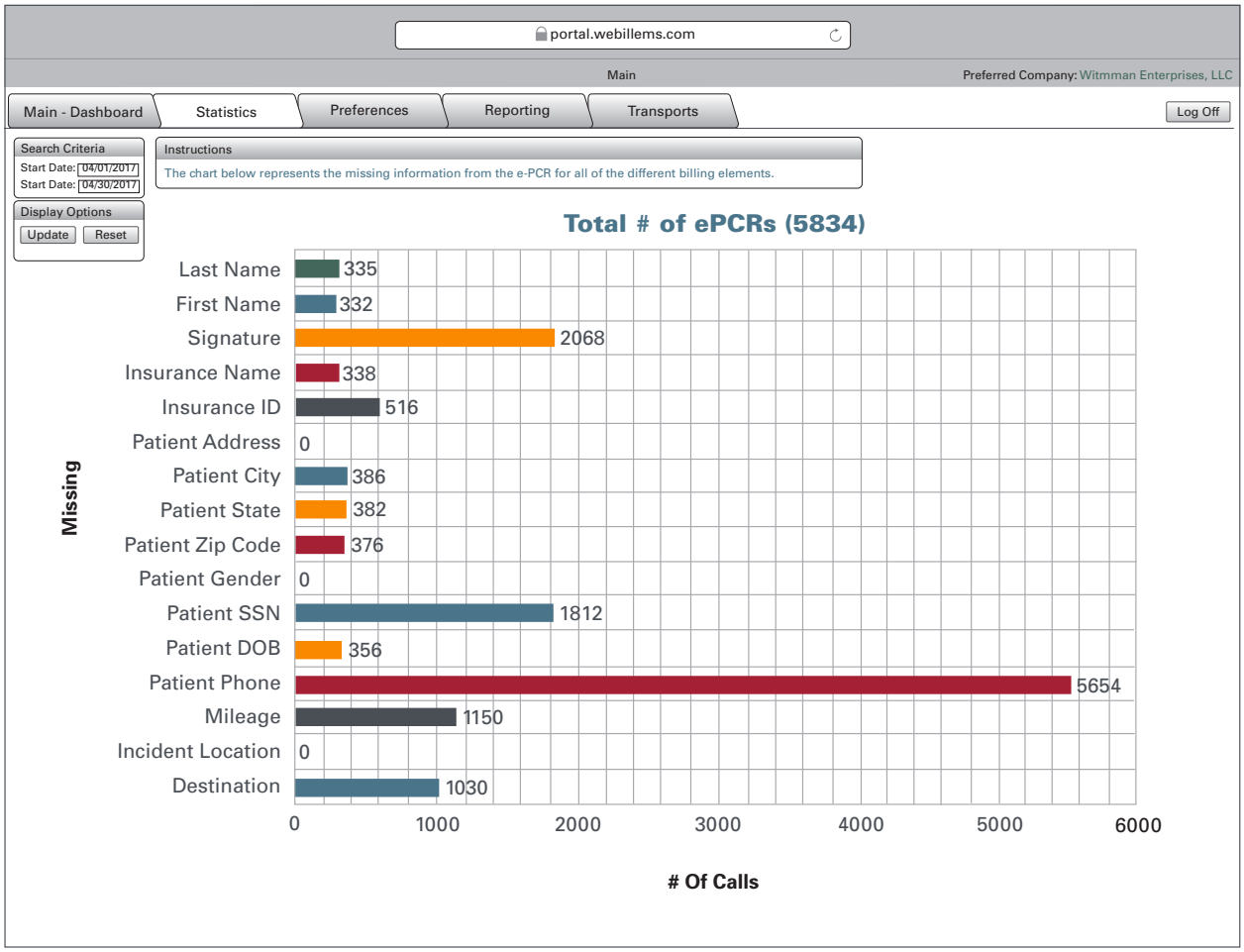
Wittman Enterprises offers secured Internet access to our billing system via our Client Portal, 24 hours a day. No additional software is required for the City of Brea to access the information through our secured server. It is accessed with a secured login that is password protected. Information accessed from the Portal is in near-real time, allowing authorized City and Fire personnel to view each claim wherever it is in the billing and collection process.

Access to the Client Portal is granted only to pre-authorized City and Fire personnel with permission to view such information and is strictly limited to the City of Brea's information. All patients may be referenced by name, date of service, incident, and run number. Your staff can print invoices for patients and run reports for their own use. Additionally, the City's specialized reports can be made available through this site. Our billing software system is Microsoft Windows-based which enables data export by authorized staff for easy manipulation (Excel, PDF, Crystal, etc.). It also allows for a clear and traceable audit trail for initial client verification, billing notification, and phone contact. Moreover, our software automatically updates each individual account detailing date, change, or billing function. All history and noted entries become a permanent record and all charges are maintained for a complete payment history. Finally, the Portal provides an **"electronic dashboard,"** accessible 24 hours a day that provides a one-screen synopsis of the current state of the EMS billing operation, based on the preferences selected by each Client Portal authorized user.

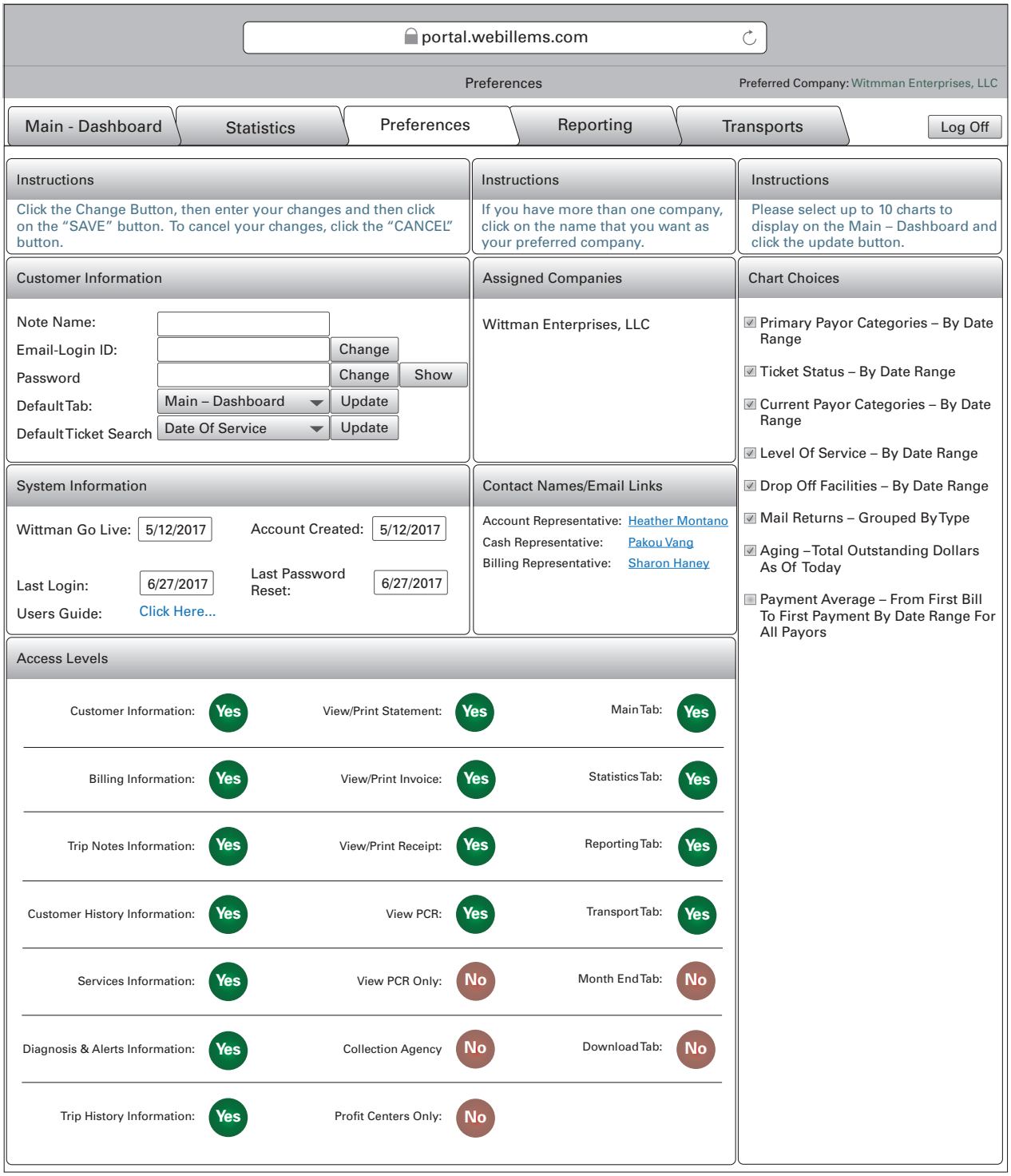


# Client Portal – Main Dashboard

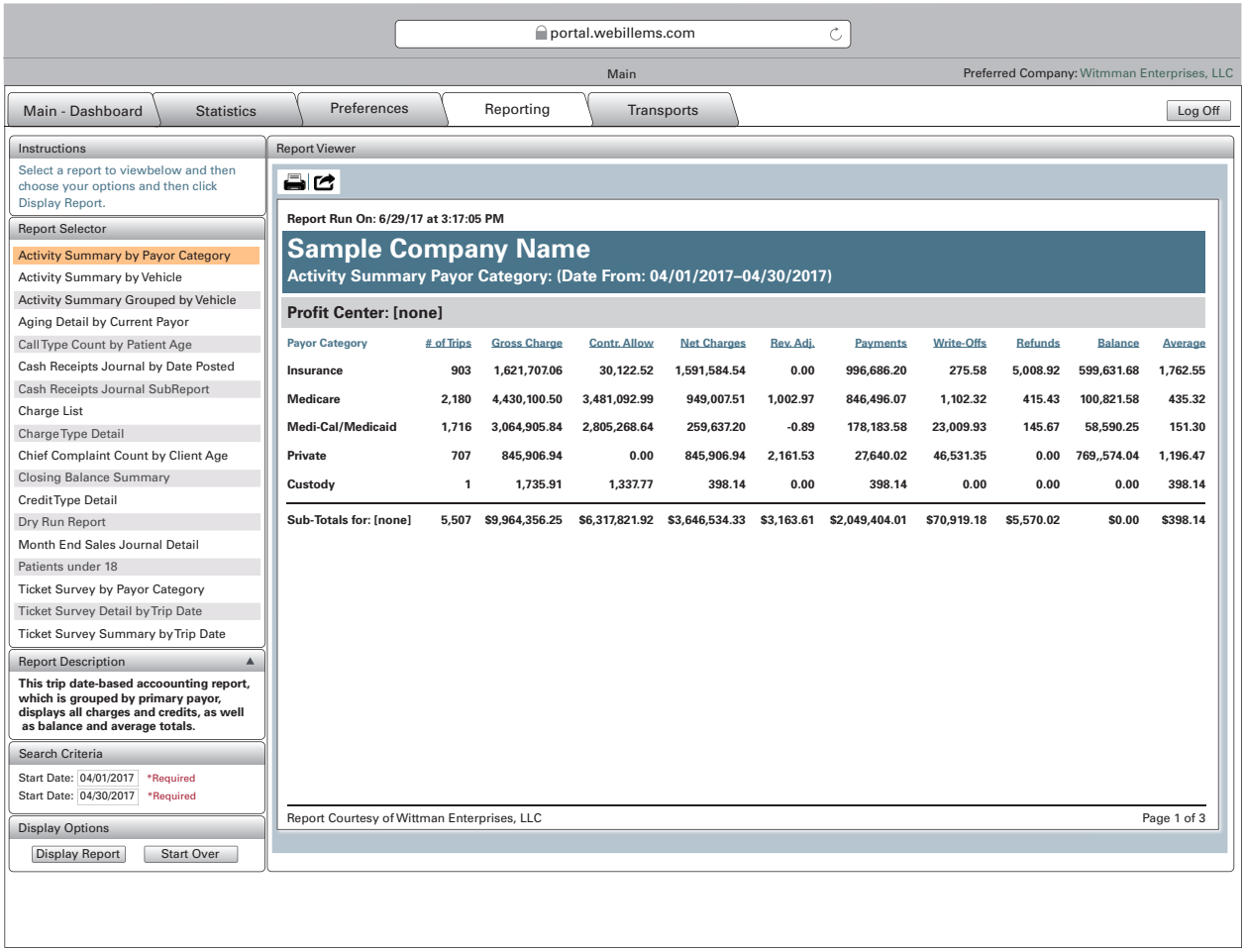
# Client Portal – Statistics



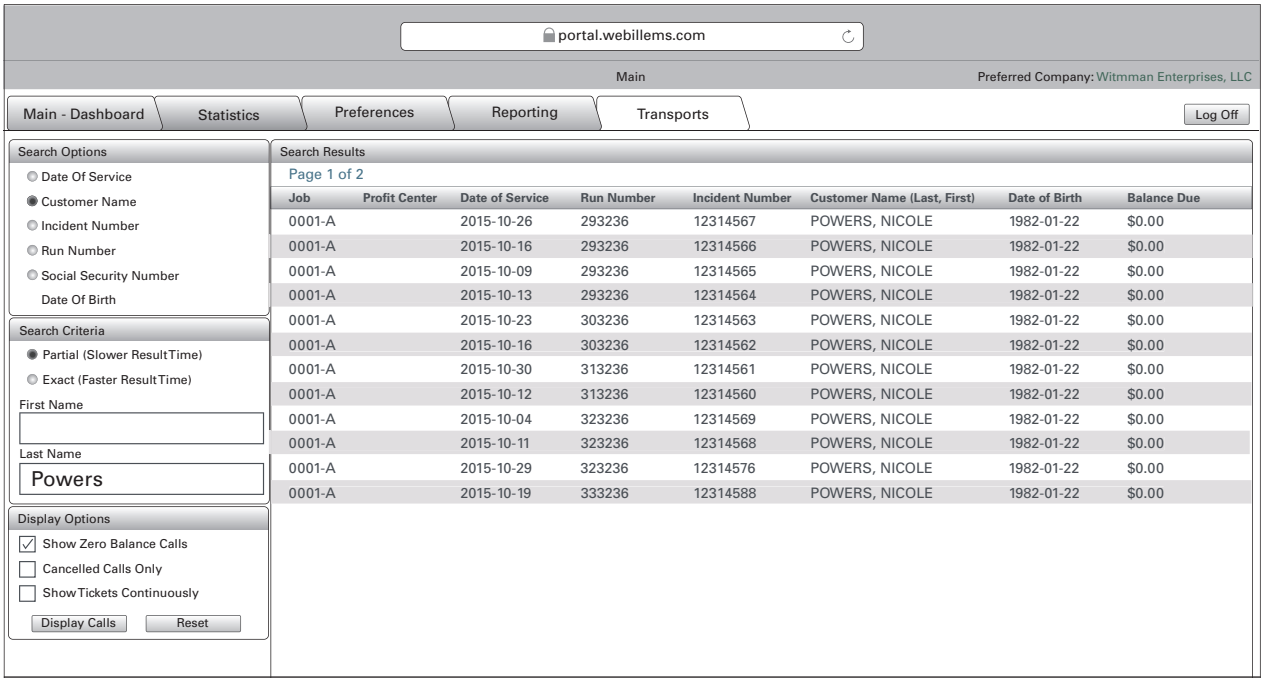
# Client Portal – Preferences



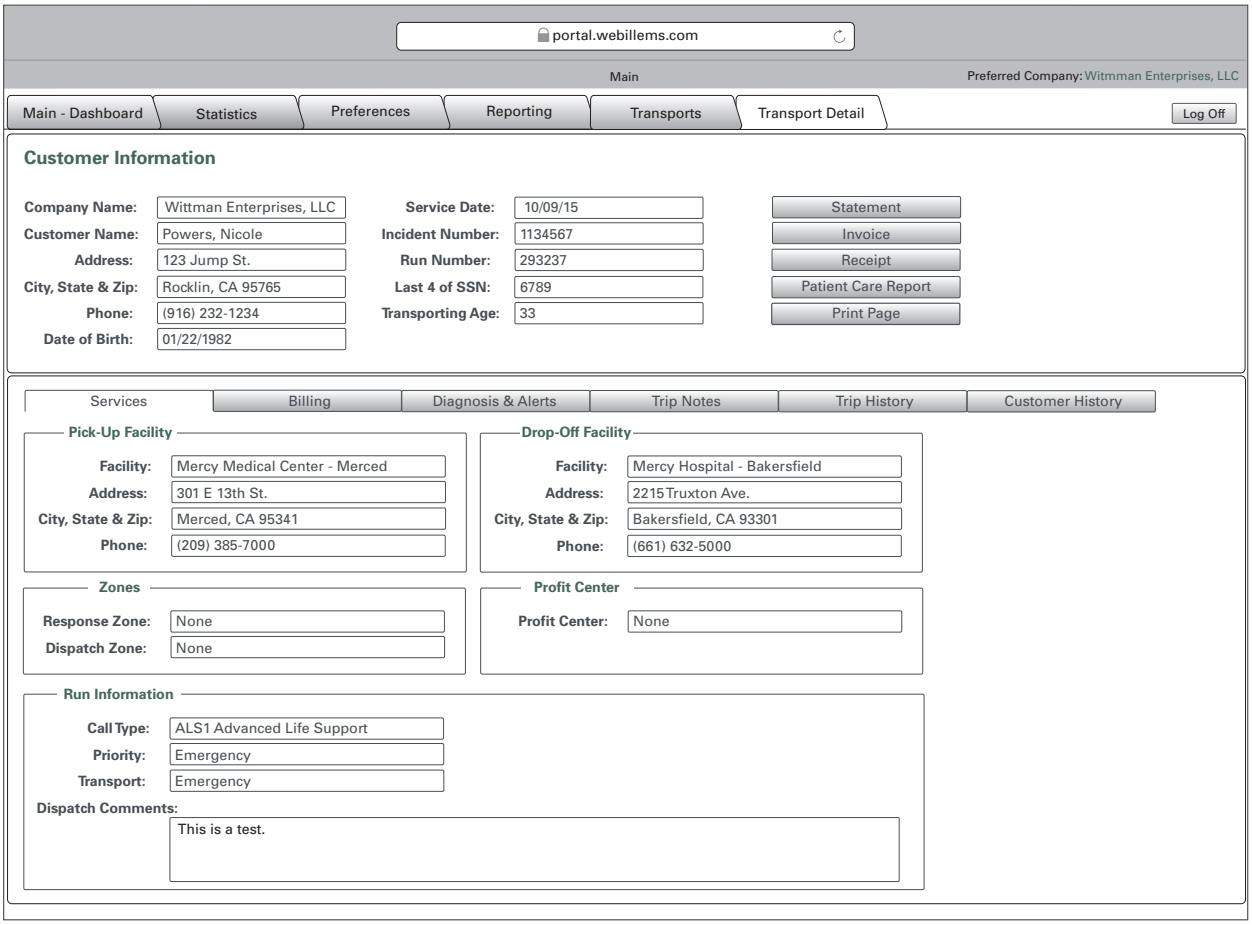
# Client Portal – Reporting



## Client Portal – Transports




## Client Portal – Transport Detail



## Clear and Concise Reporting

Our robust reporting is customized to meet your reporting needs and provide complete accountability and transparency for the work we do on your behalf. We have hundreds of reports available for your metrics and reporting needs. There is no extra fee for reporting or for Ad Hoc reports designed for your exclusive use. Reports are available from your assigned Division Manager and Client Liaison at any time AND many of them come hard coded in your Client Portal for live and electronic access based on pre-populated fields.

## Customized Reporting

There is no charge for ad hoc reports and we are able to draw on hundreds of standard and customized reports to update your EMS/Fire programs as needed.

## EMS Reporting

The City of Brea will have access to our Client Portal and client reporting system allowing authorized City and EMS/Fire personnel to obtain invoices, account balances, billing reports, and other hands-on account management tools. Daily, monthly, quarterly, annual, and special reporting can be provided in PDF and Excel format. Our reporting system allows interface with Crystal reporting software. For example, Brea's customized reporting program might include specific details such as:

- ✓ Number of Reports Received
- ✓ Calls Not Billed
- ✓ Contributions Allowed or Write Down
- ✓ Adjustments
- ✓ Refunds
- ✓ Number of Bills and Amounts Sent to Collections
- ✓ Write Offs
- ✓ Number Billed and Bill Type
- ✓ Gross Charges
- ✓ Net Charges
- ✓ Payments
- ✓ Balance Owed
- ✓ Pending Claims at Collections
- ✓ Aging Reports

## We Value Customer Service

As an extension of your EMS program, Wittman Enterprises provides you with direct phone numbers and real access to all management staff, starting with our CEO. Additionally, specialized Wittman staff are assigned to your team so that you will always have direct access to the person on our team who can most help with whatever situation may arise. Our Client Liaison team is always available to help identify key resources you may need to get the results you want in a timely manner.

## EMS Partner Satisfaction

The City of Brea will count on Wittman to conduct diligent, regular, and uninterrupted billing and collection services in a professional businesslike manner. ***Our personal approach and higher levels of service greatly exceed industry standards.*** Your expectations and overall satisfaction are attained through ongoing and regular training, continuous improvement, and our comprehensive auditing program. Our comprehensive and ongoing training program allows us to continuously improve the business activities that we conduct on behalf of the City and ensure that you continue to receive the maximum legal reimbursement available. The secret to our clients' successful reimbursement is ultimately the personal attention we apply to each of their accounts. Simply put, it is the dedication to our process that combines the best in technology with the ***commitment of people*** to perform the hard work necessary to pursue elusive insurance Payers, successfully appeal Medicare and insurance denials, and work effectively through difficult reimbursement issues such as Medi-Cal cutbacks. The significant efforts we undertake as a commitment to our EMS partners allow us to meet and exceed client expectations (and requirements as set forth in your RFP) and achieve high client/customer satisfaction. We stand behind the work we conduct on behalf of our clients and work closely with each of them to make sure they are completely satisfied with our performance.

## Performance

With a proven commitment to customer and patient service Wittman Enterprises will conduct your business as if your patients were our own. This starts with **valuing** customer service with everything we have done as a Company since 1991, ***(living up to our Dedicated Response Time Commitment; providing ongoing and comprehensive Staff Training; availability of our Bilingual Staff; meeting regularly with our partners quarterly, etc.).***

We also strive to provide up-to-the minute looks directly into our billing system and multiple ways to view records, reports, and other valuable information through our **Client Portal.** For ePCR interfacing and ultimate billing accuracy we work closely with most ePCR/RMS vendors like **ImageTrend** to ensure the quality of data we receive on your behalf for the billing process.

Finally, from all of these important areas we constantly monitor the quality of our work on your program through a series of KPIs customized to ensure the success you should expect. We are transparent to the point that our EMS and Fire partners have as much access to data and trends as they need to evaluate the success of our team at meeting your goals.

## Dedicated Response Time Commitment

Wittman Enterprises' goal is that each client and patient reach a live person when they call into our business office located in Rancho Cordova. If our EMS and Fire partners or their patients/customers do not reach a live person during regular business hours, they will be provided the option to leave a voicemail and offered instructions on submitting an email inquiry. Wittman personnel will respond the same day during normal operating or within 24 business hours when that is not possible.

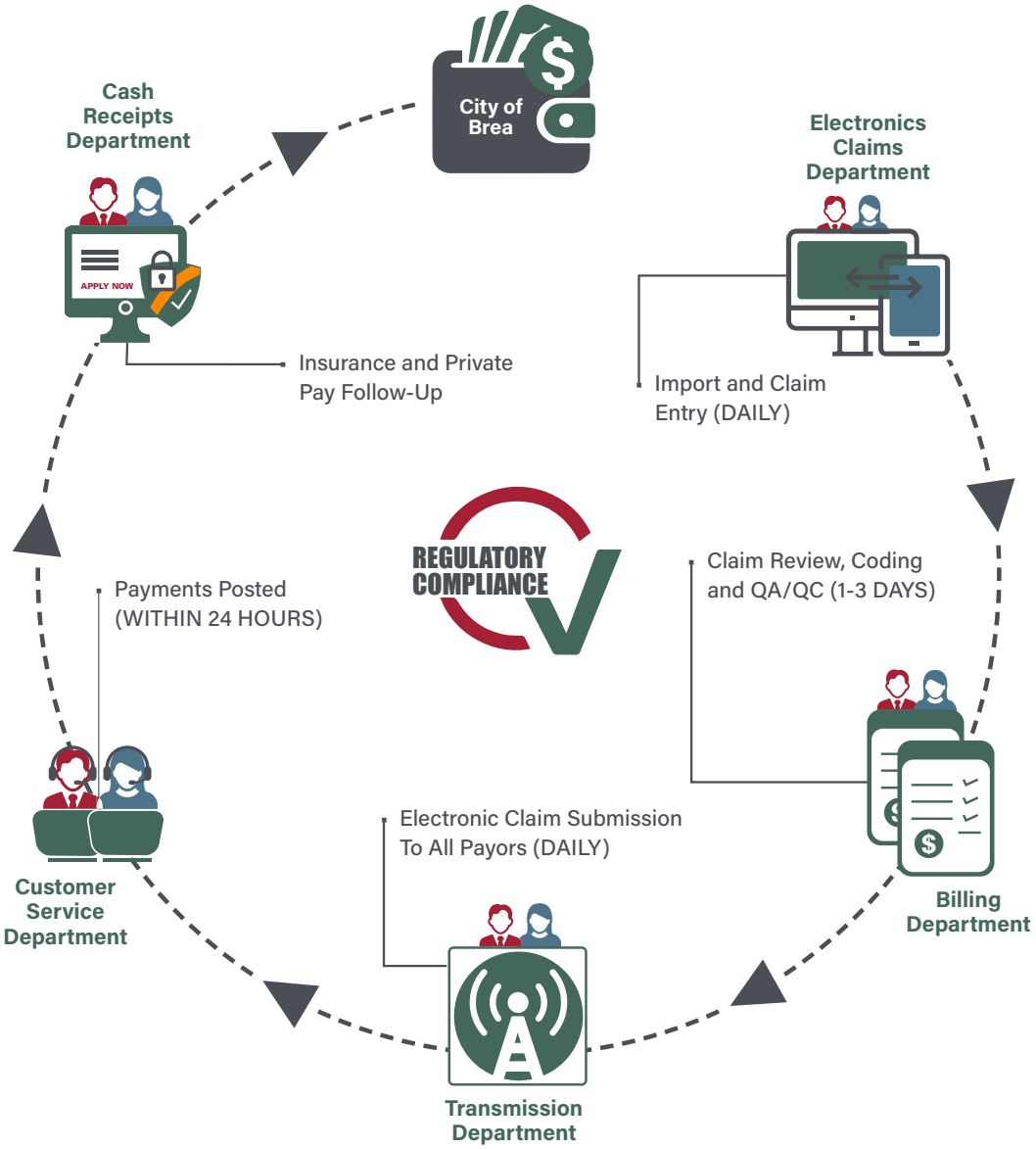
## Live Operator Assistance

Patient Service Representatives are responsible for the follow-up on private insurance, private pay, and balance-billed accounts. They are responsible for over 10,000 calls weekly to and from patients while processing patient insurance information and working through any patient concerns, needs, or disputes. Customer Service Representatives are available uninterrupted Monday through Friday from 8:00 AM to 4:30 PM PST to serve your patient needs. Our toll-free number has multiple lines available for patients, clients, insurance companies, attorneys, and third parties to call for information or to discuss account status. The system accepts voice mail messages and routes calls to appropriate person and/or voicemail box 24 hours per day. Our phone system was recently upgraded, and our Verizon router replaced and system updated ensuring the most effective solution and intuitive routing of calls for both the City and your patients.

## Alternative Language Capabilities

Wittman Enterprises employs several Spanish, Chinese, and Vietnamese-speaking Customer Service Representatives in management and non-management positions. Such valuable resources provide your patients with the highest quality of service possible. On rare occasions, if a patient speaks a language we are not staffed to service, we utilize Language Line Services to assist those customers effectively. Currently, Wittman employs more than 15 bilingual staff members that are available to assist with calls.

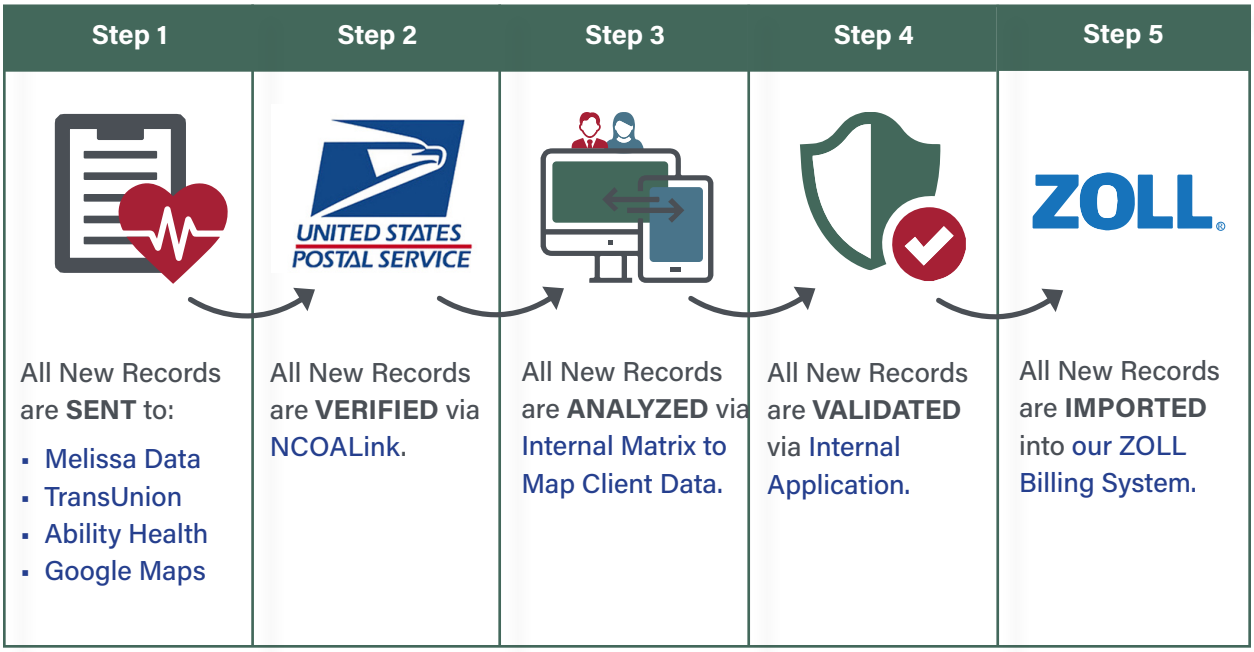
## Billing to Payment Cycle



## ePCR Import Data Scrubber

Using our proprietary pre-billing program, we automatically scrub every ePCR ticket that is sent to us. Through that process we are often able to fill in missing demographics information such as address, insurance coverage and social security information, missing phone numbers, name spelling, changes of address, and mileage checker. Some of the tools we incorporate in our scrub include:

- Melissa Data (address verification to ensure accuracy of patient addresses)
- TransUnion (checks all incidents that do not come with insurance/SSN information. Searches for SSN, address, phone, DOB, double checks spelling of name, etc.)
- Ability Health (for incidents that have a SSN, system searches for insurance coverage information)
- Google Maps (Mileage checker)
- NCOALink (checks for patients who may have moved and changed their address with USPS. Any discovered changes are automatically updated to the file before it enters our system)
- Internal Matrix App (proprietary program written to analyze imported data and standardizing data sets to make sure it imports properly into our billing system)
- Internal Validation App (proprietary program written to validate data via logic hooks prior to importing into our billing system)



## Records Confirmed and Screened for Completeness

All PCRs received by our Billing Team are thoroughly reviewed for treatments and treatment codes, medical condition (ICD-10) codes, medical necessity, appropriateness of charges for services based on services rendered, and overall completeness. Coding with the appropriate payer, patient condition, and charges normally occur within 48 to 72 hours of receipt. PCRs with incomplete information may be referred back to the transporting agency for the missing information, if and when hospital face sheets are not available. Patient accounts with private insurance, Medicare, and Medi-Cal information are billed immediately. If insurance information is not available on the initial call report, additional research is conducted to locate any available insurance. When no insurance can be identified, the patient's account is then set up for private billing.

## Locating and Verifying Insurance

All insurance and third party payer information provided is verified online or by phone. By identifying the correct payer for a patient's claim before it is ever billed, we consistently keep our percentage of incorrect billings very low. In the event that the incorrect insurance is billed, our customer service representatives contact the patient or receiving hospitals for the correct insurance information. Denials are simply not accepted by our claims recovery teams.

## Follow-Up Protocols

Our comprehensive collection services include working with your receiving hospitals to obtain patient demographics to ensure the highest level of collection possible. We also gather additional information via secured email, VPN, fax, and phone calls to the financial offices of the hospitals or skilled nursing facilities. Wittman Enterprises engages a variety of other processes and resources in the course of following up on accounts with inadequate billing information including:

- Use of Zip Code/Street Directories for obtaining missing/incomplete addresses in addition to our own proprietary address.checker program and MelissaData.com
- Use of Accurint.com for tracing mail returns
- Contacting the EMS Division to locate missing information from Run Reports
- Contacting the patient or family members for billing or insurance information
- Personal contact with the patient or patient's family via phone or email
- Mailing inquiry forms to the patient

## Assignment Authorization

Based on our extensive EMS billing experience, we have found that the most efficient billing and collection programs are a direct result of a strong partnership between Wittman Enterprises and our client. That concept is particularly important when discussing patient signature authorizations. Agencies are not permitted to file claims to Medicare without the signature of the patient, designated guardian, or witnessed declaration that the patient is not able to sign. Recognizing that there are times when obtaining these signatures is simply not feasible; Wittman has developed a solid process in partnership with you, to address missing and invalid signatures. This process includes both education and direct patient contact to obtain required forms. Patient signature authorizations can significantly impact revenue if not diligently pursued in a timely manner.

## Patient Database

For 32 years we have compiled an extensive Patient Database containing thousands of patient records and demographics with patient historical data. Our Los Angeles-area database was built piece by piece during our work there since 1991. This comprehensive Patient Database allows us to cross-reference accounts and streamline the billing process in a more efficient and thorough manner. We do this under the strictest HIPAA compliance regulations to ensure proper patient confidentiality.

## Identification of Payment Sources

When insurance information is incorrect or incomplete, our Customer Service Representatives work with hospitals and the patient to obtain current and accurate information. After initial patient contact is made, insurance eligibility is verified with the patient still on the phone. This prevents billing delays and allows customer service representatives to inform patients if there are any problems with the insurance information provided.

Wittman electronically bills all Medicare, Medi-Cal, qualified primary and secondary insurance sources, workers compensation, health maintenance organizations, third party liability, benefit programs, and self-insurance programs. Those who do not accept electronic claims are billed via generated paper statements mailed directly to them.

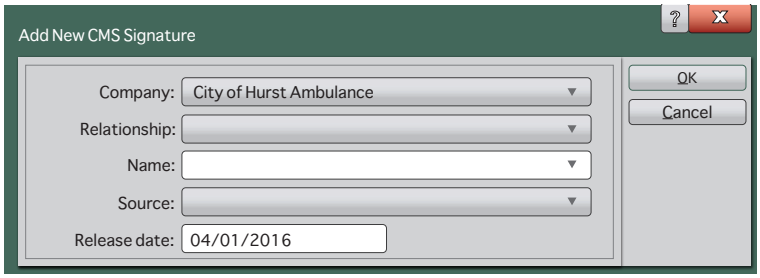
For auto accident-related accounts, we determine from the patient whether they have med-pay through their automobile insurance, we are billing a third party insurer, or if they have retained the services of an attorney. Depending on the patient's response, we will either bill the patient's med-pay or private health insurance, bill the responsible party or we will work with the patient's attorney to set up a lien against their personal injury case. All appropriate follow-up on accounts occurs regularly by specialized personnel in our Patient Service Department.

Wittman Enterprises, LLC has also worked on several large insurance bankruptcies. These bankruptcies have affected the revenue of our clients. Through our efforts, we have been able to obtain for our clients up to 80% of unsecured debt owed by several of these insurance companies. Most of our competitors opt to forego this process as it can take years to settle these cases. It takes many hours of correspondence and re-billing to the bankruptcy courts to net our clients payments that otherwise would have been written off.

# Medicare Billing

For incidents where no Medicare insurance information was noted by the paramedic, Wittman Enterprises requests insurance information and an authorization signature from the patient. Once a patient responds to our request(s) for Medicare insurance information, and/or if our electronic scrubber identifies patient Medicare insurance information, we complete the following steps:

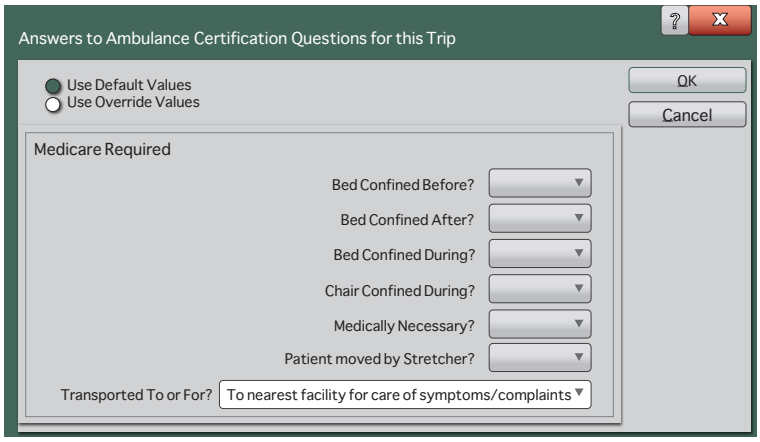
**Step 1:**
Our billing team determines the level of service on every PCR we receive, then adds any applicable charges, and evaluates the incident for medical necessity per Medicare guidelines.



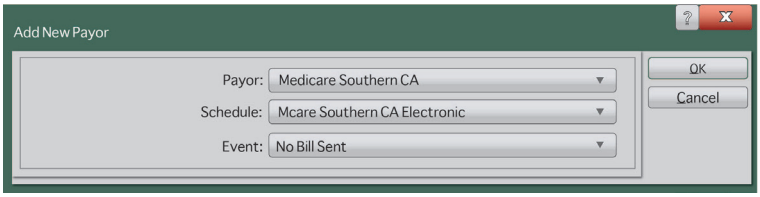

**Step 2:**
Our billing team electronically confirms Medicare eligibility and updates all newly-provided information to our billing system. We always check eligibility when the patient is over the age of 65 and we have been provided a Social Security Number or Medicare ID. We will also check for eligibility information on the PCR or hospital face sheet when the patient has been identified as a Medicare recipient.

**Step 3:**
Patient signature is added to their account once we have received it from them or if it is provided with the initial incident report.

**Step 4:**
All available transport information is either uploaded automatically to the billing system or the biller manually enters/verifies transport information from the PCR.




**Step 5:**
The primary payor is updated in our billing system and Medicare is billed electronically.



## Medi-Cal Billing

The detailed steps for billing Medi-Cal are mostly the same as those for billing Medicare as previously detailed. There is an additional step that is taken in addition to the Medicare Standard Operating Procedure:

- As with Medi-Cal, we check eligibility whenever we are provided the patient's Social Security Number or Medi-Cal ID. Our billers determine the level of service and add any applicable charges. Once we have received eligibility we clarify whether it is a straight Medi-Cal Plan, or a Medi-Cal HMO plan, and update the payor in our billing system to submit the claim to the proper Medi-Cal payor.

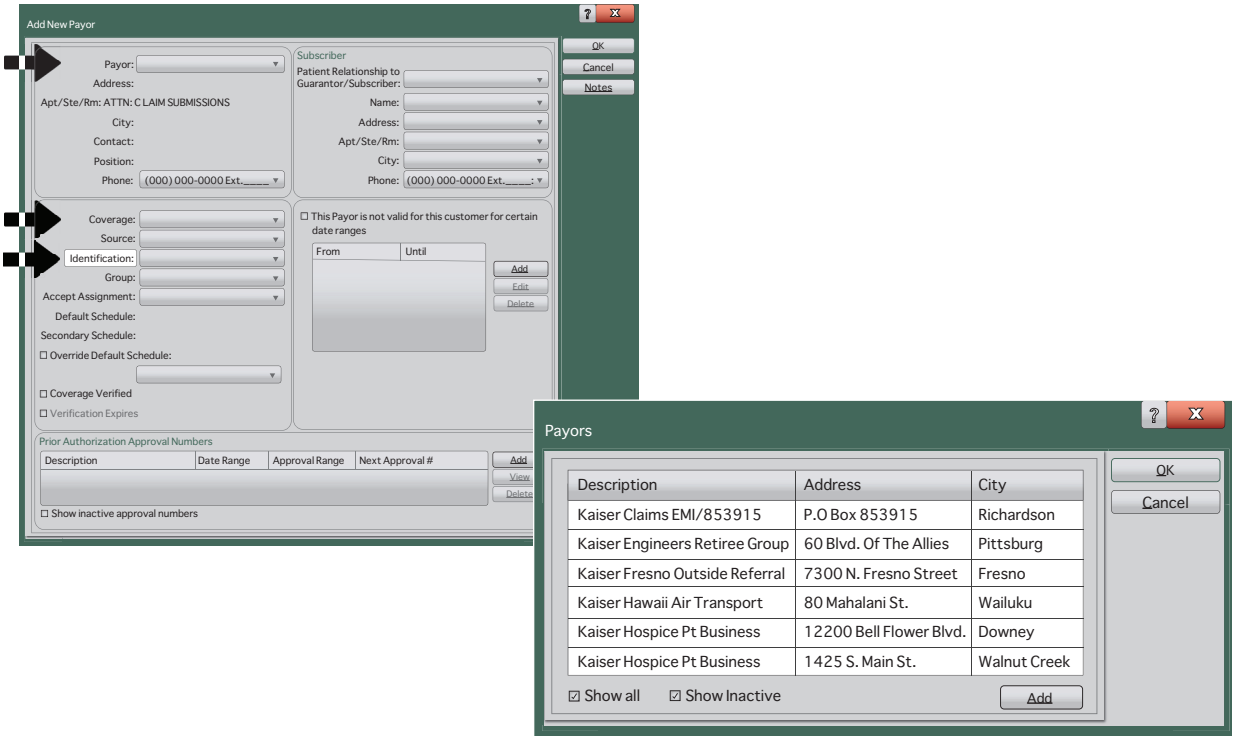
## Private Insurance Billing

After a patient responds to our request(s) for insurance information, and/or if our electronic scrubber identifies patient private insurance information, we complete the following steps:

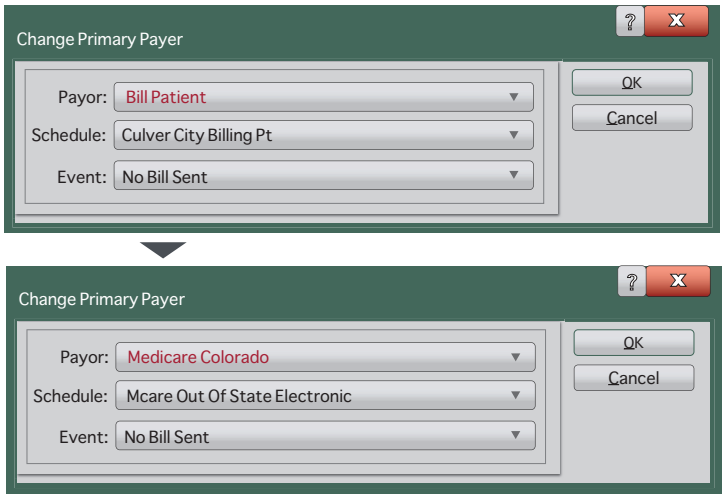
**Step 1:**
The patient writes their insurance information on the correspondence they are returning or; the patient sends a copy of their insurance card.

- Billing team updates all newly-provided information in our billing system
- Billing team electronically confirms eligibility of insurance
- Billing team calls insurances when necessary to verify patient eligibility

**Step 2:**
If the patient is confirmed eligible we add the payor to the patient's account along with their coverage and insurance identification information.



**Step 3**:
The billing department notates the account and changes the primary payor from self-pay to insurance.




**Step 4:**
After double-checking the primary payor, billing team submits bill via keystroke to the correct paying insurance (electronically for those companies providing that method of claim submission, or through the mail for all others).

## Denied or Disallowed Claims

Wittman Enterprises pursues every claim and follows through with every denial so that all legitimate revenue is collected on behalf of our clients. Denials are not accepted; in fact, as a policy we appeal all claims where the denial has appeal rights and we determine that an appeal is warranted. Additionally, Wittman demands payment with the appropriate interest from non- compliant insurance companies.

### Medicare Denials

Medicare may deny claims for any number of reasons such as a patient without Part B coverage on the date of service, incorrect patient information on the claim, Medicare is a secondary payer, the patient has a Medicare Advantage plan, and many others. Wittman Enterprises actively appeals and processes all denials, making sure our clients get their maximum legal reimbursements. Our thorough process starts with reviewing the denial code and includes:

- Identifying the course of action based on the denial code
- Further researching Medicare Eligibility
- Verifying payer primacy between patient insurance and Medicare coverage
- Locating Medicare Advantage plan coverage
- Reviewing modifiers and codes for accuracy
- Checking EOBs for reported non-covered services or for no Part B coverage
- Billing secondary payers such as insurance and Medi-Cal as necessary
- Correcting information requested on denial and resubmission to Medicare, supplemental insurance, Medi-Cal, and the patient to reflect all necessary changes
- Scheduling a call-back date to follow up on resubmission
- Notating the account so that it reflects up-to-the-minute status of every claim

## Medi-Cal Denials

Not all Medi-Cal denials are provided to us in the same way. Most are received in traditional Explanation of Benefit (EOB) format where codes are given and definitions for the codes are provided on the EOB. Others are returned in letter format only without codes or any clear reason for the denial. Our procedures for processing Medi-Cal denials include:

- Reviewing EOB/letter to verify if a payment was issued, and to identify the explanation for the listed code. This primary step is key for determining the type of denial received and what course of action to take for ultimate payment.
- Further investigating patient's Medi-Cal eligibility and modify claim data if necessary.
- Identifying hierarchy of payers. Assuming Medi-Cal is the primary; add appropriate denial code along with any other necessary changes.
- Resubmitting claim to Medi-Cal.
- Scheduling a call-back date to follow up on resubmission.
- Notating the account so that it reflects up-to-the-minute status of every claim.

## Insurance Denials

Health Plans and Medical Groups issue denials when all or parts of a claim are not paid. There are several types of denials. Some are issued correctly according to the patient's insurance policy and/or billing guidelines while others are incorrect due to an error by the health plan when processing the claim. Our standard operating procedures include:

- Verifying whether the denial is based on "Not a Covered Benefit", "Not Eligible", "Unable to identify as a Member" or, "Primary Insurance Paid more than Allowed", for example.
- If there is another billable insurance on file, sending a claim to that insurance, attaching the denial received.
- If there is no other billable insurance on file, contacting the patient to inform them of the denial and request any other insurance information.
- When corrected information is received from the patient, updating the payer information and send a claim and a copy of the PCR to that insurance with the denial received attached.
- When there is no viable insurance policy to bill, no Member or Resident program, converting the claim to private pay and billing directly to the patient.

We have a significant number of Standard Operating Procedures (SOPs) covering numerous scenarios for processing denials for Medicare, Medi-Cal, and Private Insurance. Our SOPs are also available to you for review if you would like a more exhaustive explanation of our various methods.

## Hospital Patient Records Systems

Creating a mutually beneficial partnership with your destination hospitals is a key part of our transition schedule when we begin our work with you. Initial contact is usually started even before the contract has been finalized. Initially, most hospitals elect to exchange data through a fax solution where Wittman submits an information request on a regular basis. Once the information is retrieved, the face sheets are faxed back to Wittman for further processing. This is an effective short-term solution; however, we then work with HIPAA compliance and IT teams at each hospital to attempt to establish a more efficient mode of information transfer. Typically, faxed requests take a minimum of two working days before we might expect to receive the requested information from the hospital. As part of our work with the City of Brea and as part of this proposal, we will work with your top receiving hospitals to implement a more effective, streamlined process. Expediting the initial set-up is important and we will work with hospital Health Information Management (HIM) personnel to set up the most efficient option: direct VPN access or scheduled FTP "data dumps". Both methods ensure regular exchange of information and the retrieval of hospital face sheets in the most expedient way allowed.

## Self-Pay Accounts

Surveys from the American Collectors Association indicate that patients are more motivated to make payment from a telephone call than repeated collection notices. However, by combining telephone calls and collection notices, an agency can further increase this effectiveness. We have found this to be true through the personal attention given to our clients and their patients.

Our first call to a private account occurs immediately after data entry of the incident into the system and automated and/or manual searches for previous accounts for the same patient have been completed.

This verification call allow us to determine if the patient has insurance or any special circumstances that will make it difficult to pay the bill in a reasonable amount of time.

The early establishment of contact with the patient is beneficial in establishing a working relationship with the patient on an individual level.

## Self-Pay Bill Schedule

Wittman Enterprises customizes your private bill schedule to reflect the City's needs. These schedules work in conjunction with our billing program, tracking accounts receivable and assigning them to customer service representatives for making follow-up calls. Following are two examples of customized bill schedules:

**No Insurance Information Provided – Example Schedule**

| Action | Time Line |
|---|---|
| Information Request Letter | Immediately |
| 1st Phone Call to Patient | 15 business days |
| 2nd Notice Letter | 30 business days |
| Hospital Request for Information | 35 business days |
| Past Due Notice Letter | 45 business days |
| 2nd Phone Call to Patient | 50 business days |
| Final Notice Letter | 60 business days |

**Patient Signature Required – Example Schedule**

| Action | Time Line |
|---|---|
| Medicare Signature Request Letter | Immediately |
| 1st Phone Call to Patient | 20 business days |
| Patient Signature Required Letter | 25 business days |
| 2nd Phone Call to Patient | 45 business days |
| Past Due Notice Letter | 50 business days |
| Hospital Request for Information | 50 business days |
| Final Notice Letter | 60 business days |

## Mail Returns

Correspondence from us to your patients may be returned for various indicated reasons including: no such street; no such number; undeliverable as addressed; attempted not known (address is valid, but the patient apparently doesn't live there); insufficient address (possibly missing apartment number, suite number, etc.). We complete the following steps to insure every account is being worked appropriately:

- **Step 1: Compare address**
  - Double-check the address on the correspondence with the current address listed in the modify customer screen of the billing system.
- **Step 2: Review the account**
  - Review the account for other possible dates of service
  - Review notes to verify where in the billing process the account sits
  - Re-check Medi-Cal/Medicare for additional demographic information
- **Step 3: Call patient to verify contact information**
- **Step 4: White Pages reversal of phone number**
- **Step 5: Review possible alternative addresses**
- **Step 6: Accurint Check**
- **Step 7: Review PCR for Pick-Up Address/ Patient Address**
- **Step 8: Cross-Check hospital face sheet/ hospital trans**
- **Step 9: Final patient contact**

# Complete Portal Solutions

Wittman offers secured Internet access to our billing system via our Complete Service Portal System, 24 hours a day. Our system includes:

## Client Portal/Electronic Dashboard

- No additional software is required for the City and Fire Department to access Portal/Dashboard information through our secured server.
- A password protected, secure login is required to access.
- Information is in real time, allowing authorized City and Fire personnel to view each claim wherever it is in the billing and collection process.
- For more information about the Portal/Electronic Dashboard and sample Portal screen grabs, please see *"Client Portal and Electronic Dashboard (p. 22)".*

## Patient Portal

- Provides patients with Patient Portal Access.
- Each invoice, statement, and letter to patients provide a website link for them to access, login, provide insurance information, leave an email and/or simply inquire about their bill.

## Credit Card Payment Portal

- We provide credit card payment options for your patients who wish to process their bills this way.
- Patients are informed through our correspondences and our customer service staff how to make credit card payments (if accepted by client).
- We can provide seamless links to virtual merchant terminals that can be followed from our Portal and from client websites, allowing patients to pay their invoices in one location, using approved credit cards.
- Like all of our services, this is customizable to fit the needs of your City and your program.

## Collections Portal

- This Portal provides the most commonly requested items from third-party collection agencies, based on client approval.
- It provides: reviewing accounts electronically, printing invoices, printing patient care reports, and printing 1500 billing forms.

# Patient Portal

For many years Wittman has provided your patients with Portal access. Each invoice, statement, and letter mailed to patients provide a website link for them to access, login, provide insurance information, make a payment, or simply inquire about their bill. This site is available 24 hours a day, 7 days a week. We respond to patient inquiries within one business day.

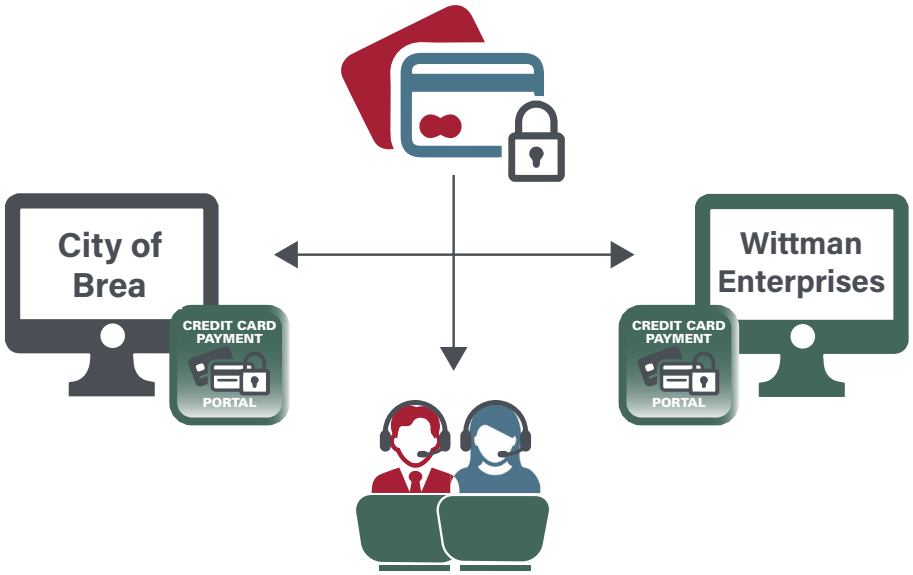
## Patient Payment Options

Wittman Enterprises effects positive collections for the City's financial requirements while providing compassionate service to your patients—doing everything possible to obtain reimbursement for your claims. With that goal, we provide as many payment options as possible so that patients have choices on how best to make payments toward their accounts. Whether they mail a check payment, set up a limited installment payment plan, or prefer to access a Credit Card Payment Portal, we make it as simple as possible for patients to make payments.

## Credit Card Portal

Based on your preferences, we provide Credit Card Payment Portal links on our Patient Service Portal for patients. They are informed through correspondence and our customer service staff how to do so and where to find the appropriate Payment Portal. Our Credit Card Payment Portal points patients to either our third-party Payment Portal vendor or to the City's via virtual merchant payment terminal.

**Credit Card Payment Options**



## Installment Payments

For patients unable to pay their full balance owed, Wittman follows your policies in regards to self-pay accounts. This could include minimum payments accepted and the duration of the private pay contract. Based on our experience, we have found that limiting payback duration to one year usually provides the best results for our clients. Patients have the option of making their monthly payments by check or credit card. They may also set up an AutoPay agreement with a signed authorization where payment is automatically withdrawn from their credit card each month.

## Collection Practices

On average, we send less than 12% of all accounts billed for additional collection efforts. Wittman will provide current reports identifying any non-collectable accounts to be released to your collection agency. As part of our process, we work with your agency and provide necessary documentation regarding each account. However, before an account is even considered for referral to collections, the following exhaustive procedures will have been performed:

- Patients will have been cross-referenced by name, social security number, incident pickup or residence address, and date(s) of service through a variety of resources including our extensive patient database.
- The entire regular invoicing cycle will have been completed.
- We will have conducted all appropriate follow-up calls and letters.
- We have identified all available alternate patient contacts.
- We will have completed our skip-tracing processes to locate correct address and telephone information with tools such as Accurint.com, The Haines Directory, MelissaData.com, etc.
- Receiving hospitals will have been contacted for most accurate and current patient demographic information.
- A second check of Medicare, Medi-Cal, and Private Insurance eligibility is performed.

## Hardships, Discounts, and Reductions

In the course of providing our services, Wittman follows the City's policies. For example, you may waive the ambulance fee if it is found that a patient does not have the financial resources to pay. We notify your department in the case of any situation requiring modification of account balances, pay schedule, referral to collections, or account write off. No adjustment is ever made without prior authorization from you. All adjustments are clearly documented and identified in our regular reporting and documentation. We customize policies at your direction regarding discounts and reductions to meet the City's requirements. Some of these may include hardships, attorney requests, City employees, or small balance write-offs. In all cases, no discounting decisions or write offs are made without your advanced approval.

## Final Review: *Delinquent Accounts*

Once an account has gone through the billing cycle, an account representative will review the account one final time before placing on collection review. At that point a customer service lead will perform one last review of the entire account to ensure all SOPs were followed throughout the billing cycle. If all efforts have been made and process followed correctly, a write-off report will be submitted to the client contact and, if approved, electronically submitted to the City's contracted collection agency.

## ePCR Interface

Wittman provides extensive mapping of information with most ePCR systems to ensure they correctly correspond to our ZOLL billing system. There are no requirements or added cost for an electronic interface with Wittman Enterprises, LLC. We have successful mapping experience with multiple ePCR systems as recognized in the chart below. We encourage you to contact our other clients to discuss not only the seamless ePCR interface; but also to discuss our high levels of service as an EMS/Fire billing company.

## ePCR Uploading Overview

We work with each individual client to determine the most effective way to transfer the care reports from their ePCR programs to our ZOLL billing system. The process generally requires minimal input from individual EMS organizations. Currently our system interfaces with 84 clients (with approximately 104,000 PCRs annually) using the **ImageTrend ePCR**.

Our Electronic Billing Team reconciles the NEMSIS file with the batch listed on the ePCR system to detect any inconsistencies. Files are then uploaded to our billing system workflows and processed. We utilize ZOLL's RescueNet billing software and our IT team has worked extensively with ZOLL to ensure that all aspects of our processes operate efficiently with any ePCR system currently in operation. The time-tested process allows seamless integration with the ImageTrend platform or any ePCR program used by the City. Wittman has successfully interfaced with numerous ePCR products for our clients and they are mapped into our ZOLL RescueNet billing program for complete integration and data transfer/delivery.

## Quality Assurance

We ensure compliance with local, state, and federal laws by continually educating ourselves on any changes or differences that may apply between jurisdictions. As a matter of policy, Wittman Enterprises, LLC stays current with any program updates to Medicare and Medi-Cal. Therefore, we pledge to remain responsible and knowledgeable regarding any program updates to Medicare and Medi-Cal for the duration of the contract period. Furthermore, we will inform the City and the public of any significant changes to policies and procedure through emails, newsletters, conference calls, etc.

## Auditing

In addition to continuous training and quality control protocols, we perform audits continuously with seven independent auditors and a supervisor located in our office. They perform various audits including pre-billed claims, submitted claims, denied claims, etc. Wittman's internal auditing program scrutinizes all of our work to ensure records are not missing, minimum content criteria is preset, fee schedules are accurate and applied correctly, billing codes are appropriate and itemized charges are captured. Our auditing team reviews thoroughly a minimum 10% of the work that each employee completes during the week. Auditors randomly select accounts for audit based on production reports from the previous week. Our meticulous efforts are designed to ensure compliance (whether we are billing Medicare, Medi-Cal, private insurance, or patients) focusing on every step from initial billing, account follow up, and the posting of payments. Additionally, we audit charges, credits, level of service, schedules, payers, customer service quality and thoroughness, and provide key feedback to customer service representatives and management staff. Each Wittman Enterprises department is evaluated from their own specific auditing form in regards to job functions and their effectiveness at meeting quality, compliance and productivity standards. If any anomalies are identified through our auditing efforts, we devote the necessary resources to pinpoint areas for improvement and revise protocols, retrain staff, and test solutions to avoid future refrains. Finally, all new hire staff are continually audited until their audits regularly reach a consistent 95% success rate. Positive audit results are linked directly to our strong procedures and processes, training, and form our rigorous internal auditing program.

In our 32 years in business Wittman Enterprises, LLC has never received a negative external audit. We keep accurate and up-to-date records of all bills, payments, and correspondence related to billing functions to ensure a positive outcome to any audit and encourage the City, Fire Department, and its authorized agents to inspect and audit all data and records relating to our performance under the contract. Wittman Enterprises is always at your disposal during any audit procedure, ensuring immediate compliance with request for information.

## Key Performance Indicators

Tracking and examining accounts receivable, and Payment Average (revenue) are useful tools helping us judge how "quickly" and efficiently we are getting our clients their maximum and legal reimbursements. This doesn't work as well as a snapshot in time but rather as a comparison tool from period to period. Additionally, A/R Days are monitored regularly to ensure the most consistent and effective results possible, analyzing how long it takes from the billing date to when we receive payment on your behalf. In this example, the account's A/R Days are calculated by:

▪ Getting the Average Charge per Day: last 3 months charges divided by the number of days in those 3 months;

| February | March | April | Total Charges for the 3 Months | # of Days in this 3 Month Period |
|---|---|---|---|---|
| $486,938 | $529,350 | $490,601 | $1,506,889 | 92 |

▪ and Dividing the A/R Balance by the Average Daily Charge, giving us how many days of charges are outstanding.

| Average Charge per Day | A/R Balance | A/R Days |
|---|---|---|
| $16,379.23 | $1,022,531 | 62 |

When the work is being managed appropriately your outstanding A/R should not usually be more than three months of charges. Much of this key information will be provided in your Year-to-Date Revenue Report along with several other Key Performance Indicators (KPIs).

Additionally, our operations director uses department KPIs to analyze trends, performance, and to address any anomalies before they become issues.

### Billing Department

- Trending of Transports
- Month-End Report Comparisons and Reconciliations

### Cash Receipts Department

- Payments monitored for timeliness and unusual trends
- Refunds Trending

### Customer Service Department Workflow Timeliness

- Hospital Data Exchange
- Private Mail
- Missing or incorrect phone numbers
- Mail Returns
- Medicare Signatures

## Implementation Timelime

Wittman Enterprises is prepared and qualified to effectively meet all elements describe within the Ambulance Billing Services RFP detailed in the Scope of Services sections in accordance with all applicable local, state and federal laws and within the policies of the City of Brea.

If we are fortunate enough to earn your EMS partnership, your transition plan will be customized to meet and exceeded your needs and expectations as our experience has shown that no two transitions are the same. Our transition process is built around five key steps that will be facilitated by your Client Liaison, Stephanie Cooper-Noe, and the entire Wittman Project Management Team. It is designed to systematically address all required deliverables for a timely and orderly transition: from Medicare, Medi-Cal, and insurance transfer requirements, to the interfacing of all software systems—all leading to the successful go-live date estimated in the timeline and schedule created with you. As your past and future EMS billing and collections partner, Wittman works closely with you during the operational implementation process ensuring a smooth transition. Regular meetings throughout the transition period focus on the items and tasks necessary for our transition partnership. Ongoing communications include conference calls and regular correspondence ensuring we meet required deadlines from your customized schedule so that your EMS program deadlines are met.

As a result of our business model, you will find that many of our processes are customizable to the needs to the City and Fire Department. Through our 32 years of experience, we have learned that each EMS organization functions differently and has unique expectations and needs. We have elected to not advise you how you must change to meet our needs; instead we choose to embrace that uniqueness and develop your billing program to meet your requirements and expectations.

## Transition Timeline Estimate

Our billing system is easily customized and **we are able to complete set procedures within 48 hours of award of contract.** We are capable of taking on this task immediately upon award and execution of a contract. ***Billing private insurance and private pay claims starts immediately*** and we vigorously attempt to collect on all aging account receivables turned over to us. As part of our regular processes we maintain complete account receivables, payment collection, and balance records on each patient. The countdown to "flipping on the billing switch" is completed in the few milestone steps shown below.

**STEP 1**
30 Days

## Award of Contract

### Welcome, Introductions, Gather Information

- Fully-executed Contract and Business Associates Agreement (BAA)

### Gather Information

- Gathering of company specifics, demographic information, pay-to address requirements, etc.

### Begin Transition Billing Immediately

- Completion of transfer documents with Medicare, Medi-Cal, and other insurance
- Assembling of the City's policies: Add to Wittman department procedures
- Wittman department manager and customer service briefings on the City's policies and procedures
- Ramp-up meetings *(as needed)*

**STEP 2**
15 Days

### ePCR/RMS Interface

- Mapping and Interfacing between City's current ePCR (ImageTrend) and Wittman's billing system.
- Attaining necessary logins, passwords, credentials, permissions
- Testing ePCR/RMS interfaces for the System's EMS Billing Program
- City, vendor, and ePCR/RMS ramp-up meetings *(as needed)*

### Reporting Program

- Customizing the City's Reporting Program

**STEP 3**
15 Days

### Ramping Up

- Complete overlapping and remaining tasks from Step 1 and Step 2
- Gather banking information and materials and make necessary transfers of information
- Set up the City's personnel on Client Portal, FTP site, etc.
- City and vendor ramp-up meetings *(as needed)*

**STEP 4**
Go-Live

### Go-Live

- Accept live data via ePCR/RMS interface
- Transmit electronic claims to Medicare, Medi-Cal, etc.
- City and vendor ramp-up meetings *(as needed)*

**STEP 5**
6 Months

### Analysis

- Conduct comprehensive process, compliance, and documentation analyses
- As needed, provide the City's EMS personnel comprehensive billing compliance and documentation training

# Sample Project GANTT Chart

## City of Brea Billing Transition

Wittman Enterprises
Stephanie Cooper-Noe

SIMPLE GANTT CHART by Vertex42.com
https://www.vertex42.com/ExcelTemplates/simple-gantt-chart.html

Project Start: Wed, 1/2/2019
Display Week: 1

| TASK | ASSIGNED TO | PROGRESS | START | END |
|---|---|---|---|---|
| **Phase I: EMS Billing** | Jennifer Gentry | 25% | 1/2/19 | 2/6/19 |
| Agreement/BAA | Russ Harms | 100% | 1/2/19 | 1/9/19 |
| Client Set-Up | Jennifer Gentry | 100% | 1/2/19 | 1/9/19 |
| Insurance Cert | Russ Harms | 50% | 1/2/19 | 1/16/19 |
| Signed Agreement | City of Berkeley | 100% | 1/2/19 | 1/9/19 |
| Client Set-Up Return | City of Berkeley | 50% | 1/2/19 | 1/16/19 |
| ePCR Meet w/vendor | Peter Khang | 100% | 1/2/19 | 2/6/19 |
| Billing Rates | City of Berkeley | 0% | 1/2/19 | 1/16/19 |
| Paramedic Sig. Log | City of Berkeley | 50% | 1/2/19 | 1/16/19 |
| Unit List | City of Berkeley | 50% | 1/1/19 | 1/16/19 |
| Receiving Hospitals | City of Berkeley | 100% | 1/1/19 | 1/9/19 |
| Client Call | Jennifer Gentry | 100% | 1/2/19 | 1/4/19 |
| FTP Software | Nicole Powers | 0% | 1/2/19 | 2/6/19 |
| Company in ZOLL | Jennifer Gentry | 25% | 1/2/19 | 1/16/19 |
| Schedules to ZOLL | Jennifer Gentry | 25% | 1/2/19 | 1/16/19 |
| Company Batches | Donna Bailey | 10% | 1/2/19 | 1/23/19 |
| Add to Change Health | Donna Bailey | 10% | 1/2/19 | 1/23/19 |
| Add to DocuWare | Nicole Powers | 25% | 1/2/19 | 1/16/19 |
| Add Tax ID (Kaiser) | Donna Bailey | 10% | 1/2/19 | 1/23/19 |
| ePCR Interface | Peter Khang | 50% | 1/2/19 | 1/30/19 |
| ePCR Interface (test) | Peter Khang | 0% | 1/2/19 | 2/6/19 |
| Medicare/Medi-Cal | Jennifer Gentry | 75% | 1/2/19 | 1/23/19 |
| Install Invoices | Nicole Powers | 0% | 1/2/19 | 2/6/19 |
| Change of Address | City of Berkeley | 50% | 1/2/19 | 1/23/19 |
| COA to Insurances | Jennifer Bump | 0% | 1/2/19 | 1/30/19 |
| Link Applications | City of Berkeley | 25% | 1/2/19 | 1/23/19 |
| Hardship Policy | City of Berkeley | 100% | 1/2/19 | 1/16/19 |
| Link Applications | Donna Bailey | 0% | 1/2/19 | 1/23/19 |
| Banking Information | City of Berkeley | 0% | 1/2/19 | 1/23/19 |
| Bank Reconciliation | Pakou Vang | 50% | 1/2/19 | 1/23/19 |
| Deposit Protocols | Pakou Vang | 50% | 1/2/19 | 1/23/19 |

## Start-Up Billing Program Deliverables

### Completed by Client

- ❑ Acknowledge Receipt of Insurance Information
- ❑ Provide Banking Information to Wittman
- ❑ Provide Billing Rates to Wittman
- ❑ Provide Change of Address letter on letterhead
- ❑ Provide confirmation of hardware choice to Wittman
- ❑ Provide Credit Card - merchant account information to Wittman
- ❑ Provide Endorsement stamp and deposit slips to Wittman
- ❑ Provide Hardship Policy to Wittman
- ❑ Provide Paramedic Signature Log to Wittman
- ❑ Provide process for old accounts to Wittman
- ❑ Provide Receiving Hospital List to Wittman
- ❑ Provide Returned Checks Policy to Wittman
- ❑ Provide Unit List to Wittman
- ❑ Return Business Associates Agreement to Wittman
- ❑ Return Completed Client Set-Up Questionnaire to Wittman
- ❑ Return Executed Contract (Agreement) to Wittman
- ❑ Return signed Link applications for Medicare and Medi-Cal to Wittman

### Completed by Wittman Enterprises

- ❑ Add client to credit card portal if applicable
- ❑ Add Company Tax ID to Kaiser and internally
- ❑ Add Company to Clearinghouse Portals and automation (if needed)
- ❑ Add Company to Content Folder in DocuWare
- ❑ Add Company to Schedule Batch Processor
- ❑ Add Company to all automated processes that apply
- ❑ Add Schedules
- ❑ Complete Company Books (Date Entry and AR)
- ❑ Complete ePCR Interface with provider
- ❑ Complete Payor Adds (Membership/Resident)
- ❑ Conference Call between ePCR vendor and Wittman
- ❑ Include company in batches (Medicare, insurance, bill patient, Medi-Cal)
- ❑ Mail FTP Software to Client (if needed)
- ❑ Provide Client Portal Training and Logins
- ❑ Review contract with ePCR vendor (ePCR part of WE contract)
- ❑ Review contract with hardware vendor (hardware part of WE contract)
- ❑ Review requirements for bank reconciliation process
- ❑ Run “live” ePCR Interface test with provider
- ❑ Schedule Conference Call with Client to go over Set-up form
- ❑ Schedule Conference or meeting with ePCR Hardware vendor
- ❑ Send Agreement to Client
- ❑ Send Applications to Link Medicare and Medi-Cal
- ❑ Send Business Associate agreement to Client
- ❑ Send Change of Address letter to insurances
- ❑ Send Client Set-Up Questionnaire to Client
- ❑ Send Insurance Certificates (Workers’ Comp and Liability Insurance)
- ❑ Set up active import for Docuware
- ❑ Set up Banking and Deposit Protocols
- ❑ Set up Company in Zoll
- ❑ Set-up Total OnBoarding
- ❑ Submit changes to invoice to Infosend
- ❑ Submit signed applications to Link Medicare and Medi-Cal
- ❑ Verifying ALL payers are set up properly i.e. for Medicare or Medi-Cal

# Section 4:

# Cost

# Section 4: Cost

## Cost Statement

Please keep in mind that we are committed to competitive fees for our clients; however, we are not typically the cheapest. As part of our business model, we have chosen to charge our clients a fair market rate that allows us to maintain a superior level of service with staffing levels that provide both exceptional collection results and unmatched customer service. Reducing fees to "beat" the competition would mean that we cannot provide the level of customer service and performance on which our company is built. Wittman Enterprises generally outperforms our competitors by 10-20% in net collections to our clients' bottom lines. We will collect more for you than our competitors using our 32-year commitment to putting the right people to the task, doing the job thoroughly and doing it the right way and, at the same time, providing the best in client and patient services.

## Brea-Area Wittman Clients: *Average Collected per Transport (Proprietary and Confidential)*

**CONFIDENTIAL INFORMATION. Authorized officials, please refer to confidential submittal under separate cover.**

## Cost Proposal

Wittman Enterprises, LLC is pleased to offer the City of Brea all billing, collections, financial reporting, and accounts receivable management described in our proposal based on the following schedule. Proposals are valid for 120 days following submission. Proposed fees are based on the Brea-provided payer mix estimates, rates, and payer reimbursement rates.

***Note 1:*** *The Proposed Fee Rates are dependent upon the Provider's participation in the Public Provider Ground Emergency Medical Transport Intergovernmental Transfer Program (PPGEMT-IGT). Upon the City's separation from, or the discontinuance of the PPGEMT-IGT program the Proposed Fee rate shall be increased by approximately 0.50% effective the next monthly billing cycle.*

***Note 2:*** *Wittman Enterprises, LLC provides complementary annual revenue enhancement training for EMS and financial staff. This includes (4) hours of teleconference, webinar, or ZOOM-facilitated training for Brea general staff, and (6) hours for EMS/EMS Management. Additional and/or onsite training as requested by the City of Brea will be at the contracted rate of $125 per hour (personnel rate) plus associated travel expenses.*

***Note 3:*** *A minimal increased to our charged fees may be applied if any insurance reimbursement rate is reduced at any time during our contract term and/or if the City and RFP-provided assumptions change in any way.*

| Services | Proposed Fee |
|---|---|
| **Ambulance Billing and Collection Services** | **4.25% of net collections (Year 1 through 3)**<br>**4.50% of net collections (Year 4 and 5)** |

## Services

We are a full-service billing agency from the point of data entry to the last cent collected. Our fees contain the full range of EMS billing services including:

- Accurate, efficient, and experienced billing staff
- ePCR integration
- Each document confirmed, and screened
- Electronic billing to Participating Payers
- Billing private insurance
- Employee background checks
- Bilingual staff
- Client Liaison team
- Lowest claims-per-staff ratio
- Unlimited access to Client Portal
- Insurance finding and pre-verification
- Assignment authorization verification
- Destination hospital contact/patient demographics
- Toll-free number (calls answered by real people)
- Personalized reporting
- Relentless Claim Appeals team

# Section 5:
# Forms

## Non-Collusion Affidavit Form

**REQUEST FOR PROPOSALS**
for **Ambulance Billing Services**

**RFP No. 2023.12.14.01**

**STANDARD FORM A**
**NON-COLLUSION AFFIDAVIT FORM**

Note: To be executed by proposer and submitted with the proposal.

State of California
(the State of the place of business)
County of Sacramento
(the County of the place of business)
Corinne Wittman-Wong , being first duly sworn, deposes and
(name of the person signing this form)
says that he/she is CEO of
(title of the person signing this form)
Wittman Enterprises, LLC , the party making the foregoing proposal
(name of proposing company)
that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the PROPOSER has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal; that the PROPOSER has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing; that the PROPOSER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the PROPOSER or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer; that all statements contained in the proposal are true; and, the PROPOSER has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

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

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 as set forth.

Signature: Corinne Wittman-Wong
Name/Title Corinne Wittman-Wong, CEO
Date: January 12, 2024

Notary is not required for this proposal.

## References Form *(Proprietary and Confidential)*

**CONFIDENTIAL INFORMATION. Authorized officials, please refer to confidential submittal under separate cover.**

**REQUEST FOR PROPOSALS**
for **Ambulance Billing Services**

**RFP No. 2023.12.14.01**

**STANDARD FORM B**
**REFERENCES FORM**

CONFIDENTIAL INFORMATION

Wittman Enterprises, LLC (Proprietary and Confidential)
(Proposer's Company Name)

Provide current business references for whom your company has provided similar services. Provide very brief description of the Project services your company provided to the reference. **Any unsatisfactory references or past unsatisfactory work performance with City may eliminate Proposer from further consideration (Brea City Code Sec. 3.24.020.M)**

| | |
|---|---|
| 1. Company Name | |
| Address, City, State, Zip | |
| Contact's Name & Title | |
| Contact's Phone # | |
| Contact's Email | |
| Project | |
| Completion Date & Value | |
| 2. Company Name | |
| Address, City, State, Zip | |
| Contact's Name & Title | |
| Contact's Phone # | |
| Contact's Email | |
| Project | |
| Completion Date & Value | |
| 3. Company Name | |
| Address, City, State, Zip | |
| Contact's Name & Title | |
| Contact's Phone # | |
| Contact's Email | |
| Project | |
| Completion Date & Value | |
| 4. Company Name | |
| Address, City, State, Zip | |
| Contact's Name & Title | |
| Contact's Phone # | |
| Contact's Email | |
| Project | |
| Completion Date & Value | |

# Subcontractors List-Standard Form *(Proprietary and Confidential)*

**CONFIDENTIAL INFORMATION. Authorized officials, please refer to confidential submittal under separate cover.**

**REQUEST FOR PROPOSALS**
for **Ambulance Billing Services**

**RFP No. 2023.12.14.01**

**STANDARD FORM C**
**SUBCONTRACTORS LIST-STANDARD FORM**

Wittman Enterprises, LLC (CONFIDENTIAL INFORMATION)
(Proposer's Company Name)

Provide the information requested below. Duplicate this form as necessary to complete list.
☐ Check this box, *if no subcontractors* are to be used for any of the proposed work.

| | | |
|---|---|---|
| 1. Company Name | | |
| Address, City, State, Zip | | |
| Contact's Name & Title | | |
| Contact's Phone # | | |
| Contact's Email | | |
| Proposed work & amounts | | |
| License #s & Class | | |
| DIR # & Exp Date | | |
| 2. Company | | |
| Address, City, State, Zip | | |
| Contact's Name & Title | | |
| Contact's Phone # | | |
| Contact's Email | | |
| Proposed work & amounts | | |
| License #s & Class | | |
| DIR # & Exp Date | | |
| 3. Company | | |
| Address, City, State, Zip | | |
| Contact's Name & Title | | |
| Contact's Phone # | | |
| Contact's Email | | |
| Proposed work & amounts | | |
| License #s & Class | | |
| DIR # & Exp Date | | |

**REQUEST FOR PROPOSALS**
for **Ambulance Billing Services**

**RFP No. 2023.12.14.01**

**STANDARD FORM D**
**STATEMENT OF COMPLIANCE OR EXCEPTIONS FORM**

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

Wittman Enterprises, LLC
(Proposer's Company Name)

***Select one:***

☐ **No Exceptions**

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

☒ **With Exceptions**

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

| Section Page # | Term, Condition, Specification | Exception & Benefit to City | City A or D |
|---|---|---|---|
| 31 | Indemnification | Indemnification language modification for Contractor | |

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

Signature: Corinne Wittman-Wong

Name/Title: Corinne Wittman-Wong, CEO

Date: January 12, 2024

**REQUEST FOR PROPOSALS**
for **Ambulance Billing Services**

**RFP No. 2023.12.14.01**

**STANDARD FORM E**
**STATUS OF PAST AND PRESENT CONTRACTS FORM**

Each Proposal must be accompanied by this form. Failure to provide this form will cause the Proposal to be deemed non-responsive and that Proposal will not be considered for further evaluation. As used in this form, "Proposer" means Proposer or any 10% or greater owner of the proposing company; "Contract Termination" means termination for cause by any other party to a contract with the Proposer; "Settlement" means settlement of any claim or lawsuit brought against Proposer in connection with Proposer's services; and, "Legal Action" means any lawsuit alleging fraud, breach or any other misconduct by, or filed against, Proposer

Wittman Enterprises, LLC
(Proposer's Company Name)

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

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

**One or More Contract Terminations, Settlements, or Legal Actions**

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

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

Signature: Corinne Wittman-Wong
Name/Title Corinne Wittman-Wong, CEO
Date: January 12, 2024

**REQUEST FOR PROPOSALS**
for **Ambulance Billing Services**

**RFP No. 2023.12.14.01**

**STANDARD FORM F**
**INSURANCE COMMITMENT FORM**

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

Wittman Enterprises, LLC
(Proposer's Company Name)

***Proposer acknowledges that:***

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

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

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

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

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

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

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

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

Signature: Corinne Wittman-Wong

Name/Title: Corinne Wittman-Wong, CEO

Date: January 12, 2024

**REQUEST FOR PROPOSALS**
for **Ambulance Billing Services**

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**STANDARD FORM H**
**FIRM PROPOSAL FORM**

Wittman Enterprises, LLC
(Proposer's Company Name)

**FIRM PROPOSAL made by Proposer to the City of Brea:**

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

Business Name: Wittman Enterprises, LLC
Business Address: 11093 Sun Center Drive | Rancho Cordova, CA 95670
Federal ID#: 68-0456021
If any Work is a Public Works — Contractor Lic#: | DIR#:
Business Type (Proposer enter a number): | 1. Individual/Sole Proprietor or Single-Member LLC; 2. C Corporation; 3. S Corporation; 4. Partnership; 5. Trust/Estate; 6. Limited Liability Co.

By: _____
Name: Corinne Wittman-Wong
Title: CEO
Email: cwittmanwong@webillems.com
Date Signed: 1/12/2024
CORPs: Chairperson, President, Vice President; LLCs: Manager

By: _____
Name: Walter Imboden
Title: President/CFO
Email: wimboden@webillems.com
Date Signed: 1/12/2024
CORPs: Secretary, Assist. Secretary, Chief Finance Officer, Assist. Treasurer
LLCs: Manager

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

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

**REQUEST FOR PROPOSALS**
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**STANDARD FORM G**
**PROPOSER QUALIFICATIONS RESPONSE FORM**

Wittman Enterprises, LLC
(Proposer's Company Name)

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

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

**1. Background.**

Please provide the following information about your company:

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

Wittman Enterprises, LLC | 11093 Sun Center Drive, Rancho Cordova, CA 95670
(855) 611-0056 toll free | cwittmanwong@webillems.com | www.webillems.com

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

32 years in business under same name | no mergers, buyouts, etc.

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

LLC

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

Corinne Wittman-Wong, CEO | Walter Imboden, President/CFO
Kathryn Garcia, Vice President | David Wittman, CIO, COO

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

Corinne Wittman-Wong, CEO | Walter Imboden, President/CFO

F. Special recognition or awards.

**Experience.**

Provide the following information relative to required services:

G. Summary of Experience with similar kinds of work.

Wittman Enterprises has extensive EMS billing and collections experience, specializing in the invoicing, categorizing, recording, monitoring, supervising, and managing of ambulance billing and EMS cost recovery systems. We bring 32 years of EMS/Fire billing experience to our clients.

**REQUEST FOR PROPOSALS**
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H. Familiarity with state and federal procedures.

Since 1991 we have provided our clients complete ambulance billing services in compliance with current local, state, and federal laws and statutes

I. Experience working with public agencies.

We serve more than 140 public EMS/Fire clients (11 in Orange County)

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

Please see References Section and Reference Form (Proprietary and Confidential

**Qualifications.**

Provide the following information relative to required services:

K. Financial responsibility.

We have been in business since 1991 and remain a financially strong company. Our organization has consistently demonstrated a financially sound position with liquidity ratios higher than bank requirements.

L. Demonstrated Technical Ability.

Since 1991 we have customized service innovations to our EMS transport partners.

M. Capability of developing innovative or advanced techniques.

With our talented and experienced staff we customize each client's program to best meet their needs.

N. Special qualifications, training, credentials.

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

Please see Section 2 (Qualifications) - Staffing Chart

P. Designated project manager assigned to this project.

Stephanie Cooper-Noe (CMC, CACO, CAPO, CADS)

**Understanding.**

Provide the following information relative to required services:

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

Submittal of our proposal is prima facie evidence that we have full knowledge of your RFP's requested scope, nature, quality, and quantity of the work to be performed and detailed requirements and conditions under which the work is to be performed.

**REQUEST FOR PROPOSALS**
for **Ambulance Billing Services**

**RFP No. 2023.12.14.01**

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

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

As the only California-based EMS biller we have the best understanding and practical experience for unique state industry trends such as GEMT, GEMT QAF, PPGEMT-IGT, AB 716 Balance Billing, etc.

**Approach.**

Provide the following information relative to required services:

T. Understanding of the work to be done.

We have the expertice needed to precisely invoice EMS Provider services to Medicare/Medi-Cal/Medi-Cal HMO, other government payers, insurance companies, and private pay patients

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

Through training, forecasting, hiring, and expansion of our partner base, we constantly maintain the staffing ratio of approximately 4,000 claims-per-staff (compared to approximately 8,000-12,000 or more claims per staff for most of our competitors.

V. Names and titles of key management personnel.

Please see Section 2 (Qualifications) - Staffing Chart

W. Team to be assigned for these services.

Please see Section 2 (Qualifications) - Staffing Chart

**Submitted by:**

Signature: Corinne Wittman-Wong

Name/Title Corinne Wittman-Wong, CEO

Date: January 12, 2024

**REQUEST FOR PROPOSALS**
for **Ambulance Billing Services**

**RFP No. 2023.12.14.01**

**PRICE FORM**

Wittman Enterprises, LLC
(Proposer's Company Name)

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

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

Please see Section 4 (Cost) for complete price proposal breakdown and language

Proposed Ambulance Billing and Collection Services
Years 1-3 4.25% of net collections
Years 4-5 4.50% of net collections

*The proposed fee rates are dependent upon the Provider's participation in the Public Provider Ground Emergency Medical Transport Intergovernmental Transfer Program (PPGEMT-IGT). Upon the City's separation from, or the discontinuance of the PPGEMT-IGT Program the Proposed Fee Rate shall be increased by approximatly 0.50% effective the next monthly billing cycle.*

*Wittman Enterprises provides complementary annual revenue enhancement training for EMS and financial staff. This includes (4) hours of teleconference, webinar, or ZOOM-facilitated training for Brea general staff, and (6) hours of EMS/EMS Management. Additional and/or onsite training as requested by the Cityof Brea will be at the contracted rate of $125 per hour (personnel rate) plus associated travel expenses.*

# Appendices

## Exceptions

Other than as noted below, we do not have exceptions to the RFP or Sample Agreement at this time. Respectfully, we request the right to discuss any other issues or non-applicable section discussion that may arise during contract negotiations between the City's attorney and ours. Because these items are part of contract negotiations, we believe that our requests do not rise to the definition of a non-responsive RFP Submission.

## Sample Agreement Exceptions

We believe that all contracted parties are allowed the privilege of reasonable indemnification and feel that Section 13: "Indemnification" of the Sample Agreement may not provide Wittman Enterprises, LLC similar protections as the City. For example, it is possible that we might erroneously bill a clam based on information provided to us by the City and yet be held liable for such an erroneous claim. We feel that this is a point where constructive negotiation and discussion may be a reasonable request for both parties during contract negotiations.

# City of Brea

## City Council Regular Meeting Communication

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

| Meeting | Agenda Group |
|---|---|
| Tuesday, April 16, 2024, 7:00 PM | CONSENT CALENDAR Item: 5G |

| 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 March. 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 March 31, 2024, the total market value of the managed investment portfolio, including accrued interest, was $90,754,539 as compared to $90,353,664 at February 29, 2024. The weighted average investment yield for March 31, 2024 was 2.7%, 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 $12,036,022 at March 31, 2024. Also, the balance of the City's Liquidity account at March 31, 2024 was $2,036,531. This brings the total value of the City's investment portfolio as of March 31, 2024 to $104,827,092 as compared to $104,331,532 at February 29, 2024.

The City has restricted cash and investments held in the post-employment benefits trust account administered by PARS (PARS account), which is managed by PFM Asset Management (PFM) -formerly HighMark Capital 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 March 31, 2024, the market value of the PARS account, including short-term cash and accrued interest was $11,591,979 compared to $11,327,935 from the prior month. All other restricted cash investments (bond reserve accounts), including short-term cash and accrued interest, was $733,470 in comparison to $905,316 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 PFM, 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 March, the total value of the City's investment portfolio increased by $495,560 due to market conditions. The City's PARS account also increased by $264,044 due to favorable market rate adjustments. The City's bond reserve accounts decreased by $171,845 due to payments sent to the bondholders on March 1, 2024 for the Olinda Heights and Brea Plaza Public Improvements.

## 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

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**Attachments**

Attachment A.pdf

## City of Brea
# Cash and Investment Information
**March 31, 2024**

| | | | Book Value | | Market Value* |
|---|---|---|---|---|---|
| **Demand and Interest-Bearing Checking Accounts** | Citizen's Bank | **$** | **11,699,179.52** | **$** | **11,699,179.52** |
| **Local Agency Investment Fund** | LAIF | **$** | **11,952,941.88** | **$** | **12,036,021.75** |
| **Managed Investment Portfolio - CHANDLER** | Chandler/BNY | **$** | **93,254,130.35** | **$** | **90,754,539.32** |
| **Liquidity Account - CHANDLER** | Chandler/BNY | **$** | **2,037,322.33** | **$** | **2,036,531.26** |
| **PARS Post-Employment Benefits Trust**** | Highmark/US Bank | **$** | **9,950,799.37** | **$** | **11,591,978.79** |
| **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 | $ | 419.83 | $ | 419.83 |
| 2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2) | Chandler/BNY | $ | 700,316.56 | $ | 686,067.24 |
| 2019 Olinda Ranch Public Improvements CFD Bonds (CFD 1997-1) | Chandler/BNY | $ | 111.97 | $ | 111.97 |
| 2019 Water Revenue Bonds | Chandler/BNY | $ | 865.44 | $ | 865.44 |
| 2020 Water Revenue Refunding Bonds | Chandler/BNY | $ | 454.29 | $ | 454.29 |
| 2021 Lease Revenue Refunding Bonds | Chandler/BNY | $ | 45,551.60 | $ | 45,551.60 |
| **Sub-total - Fiscal Agent Cash & Investments** | | **$** | **747,719.69** | **$** | **733,470.37** |
| **Report Grand Total** | | **$** | **129,642,093.14** | **$** | **128,851,721.01** |

* Includes accrued interest on invested funds
** Reserve Fund

# City of Brea
## Cash and Investment Information
**March 31, 2024**

| | 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** | $ 419.83 | $ 419.83 |
| | ***Sub-total*** | **$ 419.83** | **$ 419.83** |
| 10600 | 2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2) - **CHANDLER** | $ 684,556.32 | $ 670,307.00 |
| | Short-Term Treasury Funds - **BNY** | $ 15,760.24 | $ 15,760.24 |
| | ***Sub-total*** | **$ 700,316.56** | **$ 686,067.24** |
| | 2019 Olinda Ranch Public Improvements Bonds (CFD 1997-1) **- CHANDLER** | $ - | $ - |
| | Short-Term Treasury Funds - **BNY** | $ 111.97 | $ 111.97 |
| | ***Sub-total*** | **$ 111.97** | **$ 111.97** |
| | 2019 Water Revenue Bonds - **CHANDLER** | $ - | $ - |
| | Short-Term Treasury Funds - **BNY** | $ 865.44 | $ 865.44 |
| | ***Sub-total*** | **$ 865.44** | **$ 865.44** |
| | 2020 Water Revenue Refunding Bonds - **CHANDLER** | $ - | $ - |
| | Short-Term Treasury Funds - **BNY** | $ 454.29 | $ 454.29 |
| | ***Sub-total*** | **$ 454.29** | **$ 454.29** |
| | 2021 Lease Revenue Refunding Bonds - **CHANDLER** | $ - | $ - |
| | Short-Term Treasury Funds - **BNY** | $ 45,551.60 | $ 45,551.60 |
| | ***Sub-total*** | **$ 45,551.60** | **$ 45,551.60** |
| **Report Grand Total** | | **$ 747,719.69** | **$ 733,470.37** |

CHANDLER ASSET MANAGEMENT

# MONTHLY ACCOUNT STATEMENT

City of Brea LAIF | Account #10164 | As of March 31, 2024

**CHANDLER ASSET MANAGEMENT** | chandlerasset.com

**Chandler Team:**

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

**Custodian:**

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 at the end of the statement.

# PORTFOLIO SUMMARY

CHANDLER ASSET MANAGEMENT

City of Brea LAIF | Account #10164 | As of March 31, 2024

## Portfolio Characteristics

| | |
|---|---|
| Average Modified Duration | 0.00 |
| Average Coupon | 4.24% |
| Average Purchase YTM | 4.24% |
| Average Market YTM | 4.24% |
| Average Quality | AAA |
| Average Final Maturity | 0.00 |
| Average Life | 0.00 |

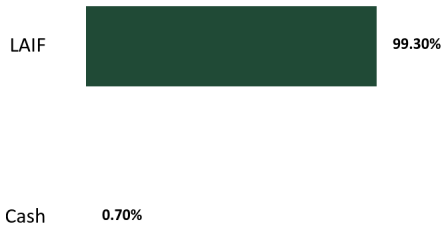
## Account Summary

| | Beg. Values as of 03/01/2024 | End Values as of 03/31/2024 |
|---|---|---|
| Market Value | 11,910,233.14 | 11,952,941.88 |
| Accrued Interest | 0.00 | 0.00 |
| **Total Market Value** | **11,910,233.14** | **11,952,941.88** |
| Income Earned | 0.00 | 0.00 |
| Cont/WD | 0.00 | 0.00 |
| Par | 11,910,233.14 | 11,952,941.88 |
| Book Value | 11,910,233.14 | 11,952,941.88 |
| Cost Value | 11,910,233.14 | 11,952,941.88 |

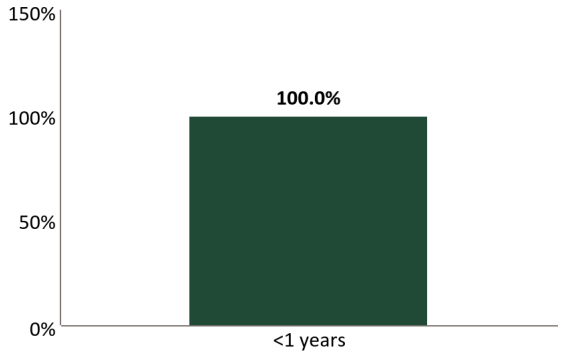
## Top Issuers

| | |
|---|---|
| LAIF | 99.30% |

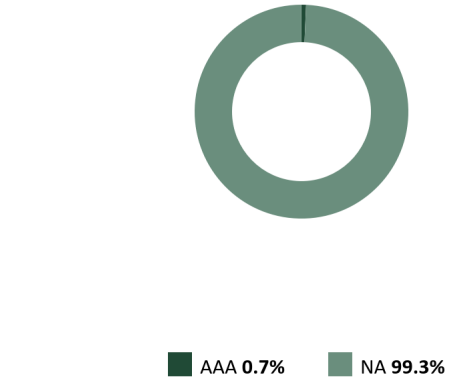
## Sector Allocation




## Maturity Distribution




## Credit Quality




*See Footnote

## Performance Review

| Total Rate of Return | 1M | 3M | YTD | 1YR | 2YRS | 3YRS | 5YRS | 10YRS | Since Inception (03/01/12) |
|---|---|---|---|---|---|---|---|---|---|
| City of Brea LAIF | 0.36% | 0.70% | 0.70% | 3.48% | 2.59% | 1.82% | 1.74% | 1.33% | 1.15% |

*Periods over 1 year are annualized.
Benchmark: NO BENCHMARK REQUIRED Secondary Benchmark:
The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

# RECONCILIATION SUMMARY

City of Brea LAIF | Account #10164 | As of March 31, 2024

## Maturities / Calls

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **0.00** |

## Principal Paydowns

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **0.00** |

## Purchases

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **11,804,058.18** |

## Sales

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **(1,500,000.00)** |

## Interest Received

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **204,058.18** |

## Purchased / Sold Interest

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **0.00** |

## Accrual Activity Summary

| | Month to Date | Fiscal Year to Date (07/01/2023) |
|---|---|---|
| Beginning Book Value | 11,910,233.14 | 19,765,803.83 |
| Maturities/Calls | 0.00 | 0.00 |
| Principal Paydowns | 0.00 | 0.00 |
| Purchases | 0.00 | 11,804,058.18 |
| Sales | 0.00 | (1,500,000.00) |
| Change in Cash, Payables, Receivables | 42,708.74 | 83,079.87 |
| Amortization/Accretion | 0.00 | 0.00 |
| Realized Gain (Loss) | 0.00 | 0.00 |
| Ending Book Value | 11,952,941.88 | 11,952,941.88 |

## Fair Market Activity Summary

| | Month to Date | Fiscal Year to Date (07/01/2023) |
|---|---|---|
| Beginning Market Value | 11,910,233.14 | 19,765,803.83 |
| Maturities/Calls | 0.00 | 0.00 |
| Principal Paydowns | 0.00 | 0.00 |
| Purchases | 0.00 | 11,804,058.18 |
| Sales | 0.00 | (1,500,000.00) |
| Change in Cash, Payables, Receivables | 42,708.74 | 83,079.87 |
| Amortization/Accretion | 0.00 | 0.00 |
| Change in Net Unrealized Gain (Loss) | 0.00 | 0.00 |
| Realized Gain (Loss) | 0.00 | 0.00 |
| Ending Market Value | 11,952,941.88 | 11,952,941.88 |

# HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Brea LAIF | Account #10164 | As of March 31, 2024

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P Fitch | Maturity Duration |
|---|---|---|---|---|---|---|---|---|---|
| **CASH** | | | | | | | | | |
| CCYUSD | Receivable | 83,079.87 | -- | 83,079.87 | 1.00 | 83,079.87 | 0.70% | Aaa/AAA | 0.00 |
| | | | 0.00% | 83,079.87 | 0.00% | 0.00 | 0.00 | AAA | 0.00 |
| | | | | **83,079.87** | **1.00** | **83,079.87** | **0.70%** | **Aaa/AAA** | **0.00** |
| **Total Cash** | | **83,079.87** | **0.00%** | **83,079.87** | **0.00%** | **0.00** | **0.00** | **AAA** | **0.00** |
| **LAIF** | | | | | | | | | |
| 90LAIF$00 | State Pool | 11,869,862.01 | -- | 11,869,862.01 | 1.00 | 11,869,862.01 | 99.30% | NA/NA | 0.00 |
| | | | 4.27% | 11,869,862.01 | 4.27% | 0.00 | 0.00 | NA | 0.00 |
| | | | | **11,869,862.01** | **1.00** | **11,869,862.01** | **99.30%** | **NA/NA** | **0.00** |
| **Total LAIF** | | **11,869,862.01** | **4.27%** | **11,869,862.01** | **4.27%** | **0.00** | **0.00** | **NA** | **0.00** |
| | | | | **11,952,941.88** | **1.00** | **11,952,941.88** | **100.00%** | **Aaa/AAA** | **0.00** |
| **Total Portfolio** | | **11,952,941.88** | **4.24%** | **11,952,941.88** | **4.24%** | **0.00** | **0.00** | **AAA** | **0.00** |
| **Total Market Value + Accrued** | | | | | | **11,952,941.88** | | | |

# TRANSACTION LEDGER

City of Brea LAIF | Account #10164 | As of March 31, 2024

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/ Sold | Total Amount | Gain/Loss |
|---|---|---|---|---|---|---|---|---|---|---|
| **OTHER TRANSACTIONS** | | | | | | | | | | |
| **TOTAL OTHER TRANSACTIONS** | | | **0.00** | | | | **0.00** | **0.00** | **0.00** | **0.00** |

# INCOME EARNED

City of Brea LAIF | Account #10164 | As of March 31, 2024

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| **CASH & EQUIVALENTS** | | | | | | |
| CCYUSD | Receivable | 83,079.87 | 40,371.13<br>0.00<br>0.00<br>83,079.87 | 0.00<br>0.00<br>0.00<br>0.00 | 0.00<br>0.00<br>0.00<br>0.00 | 0.00 |
| | | | **40,371.13**<br>**0.00**<br>**0.00** | **0.00**<br>**0.00**<br>**0.00** | **0.00**<br>**0.00**<br>**0.00** | |
| **Total Cash & Equivalents** | | **83,079.87** | **83,079.87** | **0.00** | **0.00** | **0.00** |
| **LAIF** | | | | | | |
| 90LAIF$00 | State Pool | 11,869,862.01 | 11,869,862.01<br>0.00<br>0.00<br>11,869,862.01 | 0.00<br>0.00<br>0.00<br>0.00 | 0.00<br>0.00<br>0.00<br>0.00 | 0.00 |
| | | | **11,869,862.01**<br>**0.00**<br>**0.00** | **0.00**<br>**0.00**<br>**0.00** | **0.00**<br>**0.00**<br>**0.00** | |
| **Total LAIF** | | **11,869,862.01** | **11,869,862.01** | **0.00** | **0.00** | **0.00** |
| | | | **11,910,233.14**<br>**0.00**<br>**0.00** | **0.00**<br>**0.00**<br>**0.00** | **0.00**<br>**0.00**<br>**0.00** | |
| **TOTAL PORTFOLIO** | | **11,952,941.88** | **11,952,941.88** | **0.00** | **0.00** | **0.00** |

# CASH FLOW REPORT

City of Brea LAIF | Account #10164 | As of March 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| **APRIL 2024** | | | | | | | |
| 04/01/2024 | Dividend | | 0.00 | | 42,708.74 | | 42,708.74 |
| 04/15/2024 | Dividend | 90LAIF$00 | 11,869,862.01 | State Pool | 40,371.13 | | 40,371.13 |
| **April 2024 Total** | | | | | **83,079.87** | | **83,079.87** |
| **Grand Total** | | | **11,869,862.01** | | **83,079.87** | | **83,079.87** |

# 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.

CHANDLER ASSET MANAGEMENT

# MONTHLY ACCOUNT STATEMENT

City of Brea | Account #120 | As of March 31, 2024

**CHANDLER ASSET MANAGEMENT** | chandlerasset.com

**Chandler Team:**

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

**Custodian:**

Bank of New York Mellon

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 at the end of the statement.

# PORTFOLIO SUMMARY

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of March 31, 2024

## Portfolio Characteristics

| | |
|---|---|
| Average Modified Duration | 2.49 |
| Average Coupon | 2.55% |
| Average Purchase YTM | 2.70% |
| Average Market YTM | 4.92% |
| Average Quality | AA |
| Average Final Maturity | 2.80 |
| Average Life | 2.74 |

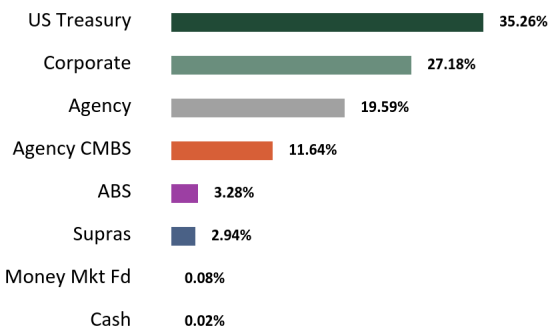
## Account Summary

| | Beg. Values as of 03/01/2024 | End Values as of 03/31/2024 |
|---|---|---|
| Market Value | 89,873,348.49 | 90,303,025.49 |
| Accrued Interest | 480,315.49 | 451,513.83 |
| **Total Market Value** | **90,353,663.98** | **90,754,539.32** |
| Income Earned | 195,901.28 | 191,601.70 |
| Cont/WD | 0.00 | 0.00 |
| Par | 93,596,255.37 | 93,932,311.92 |
| Book Value | 93,053,763.93 | 93,254,130.35 |
| Cost Value | 93,084,883.73 | 93,258,579.59 |

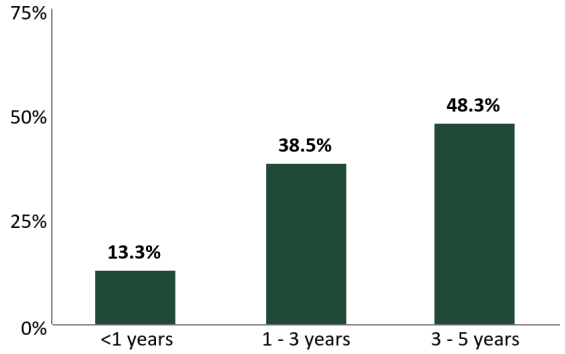
## Top Issuers

| | |
|---|---|
| United States | 35.26% |
| FHLMC | 17.45% |
| FNMA | 9.27% |
| Farm Credit System | 2.29% |
| Federal Home Loan Banks | 2.22% |
| Inter-American Development Bank | 1.96% |
| Bank of America Corporation | 1.96% |
| Toyota Motor Corporation | 1.88% |

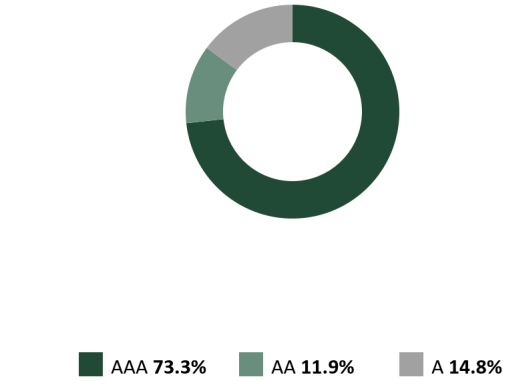
## Sector Allocation




## Maturity Distribution




## Credit Quality




*See Footnote

## Performance Review

| Total Rate of Return | 1M | 3M | YTD | 1YR | 2YRS | 3YRS | 5YRS | 10YRS | Since Inception (06/01/96) |
|---|---|---|---|---|---|---|---|---|---|
| City of Brea | 0.44% | 0.29% | 0.29% | 3.39% | 1.50% | (0.21%) | 1.26% | 1.39% | 3.36% |
| Benchmark Return* | 0.36% | (0.01%) | (0.01%) | 2.45% | 1.02% | (0.58%) | 0.96% | 1.12% | 3.03% |
| Secondary Benchmark Return* | 0.39% | 0.06% | 0.06% | 2.68% | 1.13% | (0.51%) | 1.05% | 1.22% | -- |

*Periods over 1 year are annualized.

Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index Secondary Benchmark: ICE BofA 1-5 Year AAA-A Corp/Govt
The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

# STATEMENT OF COMPLIANCE

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of March 31, 2024

| Rules Name | Limit | Actual | Compliance Status | Notes |
|---|---|---|---|---|
| **AGENCY MORTGAGE SECURITIES (CMOS)** | | | | |
| Max % (MV) | 100.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 25.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5.0 | 0.0 | Compliant | |
| Min Rating (AA by 1) | 0.0 | 0.0 | Compliant | |
| **ASSET-BACKED SECURITIES (ABS)** | | | | |
| Max % (MV; Non Agency ABS & MBS) | 15.0 | 3.3 | Compliant | |
| Max % Issuer (MV) | 5.0 | 1.1 | Compliant | |
| Max Maturity (Years) | 5 | 4 | Compliant | |
| Min Rating (AA- by 1) | 0.0 | 0.0 | Compliant | |
| **BANKERS' ACCEPTANCES** | | | | |
| Max % (MV) | 40.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Days) | 180 | 0.0 | Compliant | |
| Min Rating (A-1 by 1 or A- by 1) | 0.0 | 0.0 | Compliant | |
| **CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)** | | | | |
| Max % (MV) | 30.0 | 0.0 | Compliant | |
| **COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)** | | | | |
| Max % (MV) | 20.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5.0 | 0.0 | Compliant | |
| **COMMERCIAL PAPER** | | | | |
| Max % (MV) | 25.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Days) | 270 | 0.0 | Compliant | |
| Min Rating (A-1/P-1 by Moody's & S&P) | 0.0 | 0.0 | Compliant | |
| **CORPORATE MEDIUM TERM NOTES** | | | | |
| Max % (MV) | 30.0 | 27.2 | Compliant | |
| Max % Issuer (MV) | 5.0 | 2.0 | Compliant | |
| Max Maturity (Years) | 5 | 4 | Compliant | |
| Min Rating (A- by 1) | 0.0 | 0.0 | Compliant | |
| **FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)** | | | | |

# STATEMENT OF COMPLIANCE

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of March 31, 2024

| Rules Name | Limit | Actual | Compliance Status | Notes |
|---|---|---|---|---|
| Max % (MV) | 20.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5 | 0.0 | Compliant | |
| **FEDERAL AGENCIES** | | | | |
| Max % (MV) | 100.0 | 19.6 | Compliant | |
| Max % Issuer (MV) | 25.0 | 9.2 | Compliant | |
| Max Callables (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5 | 4 | Compliant | |
| **LOCAL AGENCY INVESTMENT FUND (LAIF)** | | | | |
| Max % (MV) | 60.0 | 0.0 | Compliant | |
| Max Issuer % | 40.0 | 0.0 | Compliant | |
| **LOCAL GOVERNMENT INVESTMENT POOL (LGIP)** | | | | |
| Max % (MV) | 60.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 40.0 | 0.0 | Compliant | |
| **MONEY MARKET MUTUAL FUNDS** | | | | |
| Max % (MV) | 20.0 | 0.1 | Compliant | |
| Max % Issuer (MV) | 20.0 | 0.1 | Compliant | |
| Min Rating (AAA by 2) | 0.0 | 0.0 | Compliant | |
| **MORTGAGE-BACKED SECURITIES (NON-AGENCY)** | | | | |
| Max % (MV) | 20.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5.0 | 0.0 | Compliant | |
| Min Rating (AA by 1) | 0.0 | 0.0 | Compliant | |
| **MUNICIPAL SECURITIES (CA, LOCAL AGENCY)** | | | | |
| Max % (MV) | 30.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5 | 0.0 | Compliant | |
| Min Rating (A- by 1) | 0.0 | 0.0 | Compliant | |
| **MUNICIPAL SECURITIES (CA, OTHER STATES)** | | | | |
| Max % (MV) | 30.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5 | 0.0 | Compliant | |
| Min Rating (A- by 1) | 0.0 | 0.0 | Compliant | |
| **MUTUAL FUNDS** | | | | |

# STATEMENT OF COMPLIANCE

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of March 31, 2024

| Rules Name | Limit | Actual | Compliance Status | Notes |
|---|---|---|---|---|
| Max % (MV) | 20.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 10.0 | 0.0 | Compliant | |
| Min Rating (AAA by 2) | 0.0 | 0.0 | Compliant | |
| **NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)** | | | | |
| Max % (MV) | 30.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5 | 0.0 | Compliant | |
| Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit) | 0.0 | 0.0 | Compliant | |
| **REPURCHASE AGREEMENTS** | | | | |
| Max Maturity (Years) | 1.0 | 0.0 | Compliant | |
| **SUPRANATIONAL OBLIGATIONS** | | | | |
| Max % (MV) | 15.0 | 2.9 | Compliant | |
| Max % Issuer (MV) | 5.0 | 2.0 | Compliant | |
| Max Maturity (Years) | 5 | 2 | Compliant | |
| Min Rating (AA- by 1) | 0.0 | 0.0 | Compliant | |
| **U.S. TREASURIES** | | | | |
| Max % (MV) | 100.0 | 35.3 | Compliant | |
| Max Maturity (Years) | 5 | 4 | Compliant | |

# RECONCILIATION SUMMARY

City of Brea | Account #120 | As of March 31, 2024

## Maturities / Calls

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **0.00** |

## Principal Paydowns

| | |
|---|---|
| **Month to Date** | **(258,698.55)** |
| **Fiscal Year to Date** | **(3,214,902.48)** |

## Purchases

| | |
|---|---|
| **Month to Date** | **2,755,107.85** |
| **Fiscal Year to Date** | **37,472,402.99** |

## Sales

| | |
|---|---|
| **Month to Date** | **(2,285,021.43)** |
| **Fiscal Year to Date** | **(38,985,743.36)** |

## Interest Received

| | |
|---|---|
| **Month to Date** | **209,797.74** |
| **Fiscal Year to Date** | **1,524,112.90** |

## Purchased / Sold Interest

| | |
|---|---|
| **Month to Date** | **1,590.13** |
| **Fiscal Year to Date** | **43,728.36** |

## Accrual Activity Summary

| | Month to Date | Fiscal Year to Date (07/01/2023) |
|---|---|---|
| Beginning Book Value | 93,053,763.93 | 98,602,077.37 |
| Maturities/Calls | 0.00 | 0.00 |
| Principal Paydowns | (258,698.55) | (3,214,902.48) |
| Purchases | 2,755,107.85 | 37,472,402.99 |
| Sales | (2,285,021.43) | (38,985,743.36) |
| Change in Cash, Payables, Receivables | 15,213.03 | (2,345.48) |
| Amortization/Accretion | 9,015.49 | 25,530.67 |
| Realized Gain (Loss) | (35,249.97) | (642,889.36) |
| Ending Book Value | 93,254,130.35 | 93,254,130.35 |

## Fair Market Activity Summary

| | Month to Date | Fiscal Year to Date (07/01/2023) |
|---|---|---|
| Beginning Market Value | 89,873,348.49 | 93,304,250.42 |
| Maturities/Calls | 0.00 | 0.00 |
| Principal Paydowns | (258,698.55) | (3,214,902.48) |
| Purchases | 2,755,107.85 | 37,472,402.99 |
| Sales | (2,285,021.43) | (38,985,743.36) |
| Change in Cash, Payables, Receivables | 15,213.03 | (2,345.48) |
| Amortization/Accretion | 9,015.49 | 25,530.67 |
| Change in Net Unrealized Gain (Loss) | 229,310.58 | 2,346,722.08 |
| Realized Gain (Loss) | (35,249.97) | (642,889.36) |
| Ending Market Value | 90,303,025.49 | 90,303,025.49 |

# HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of March 31, 2024

| Cusip | Security Description | Par Value/ Units | Purchase Date<br>Purchase Yield | Cost Value<br>Book Value | Mkt Price<br>Mkt YTM | Market Value<br>Accrued Int. | % of Port.<br>Gain/Loss | Moody's/<br>S&P<br>Fitch | Maturity<br>Duration |
|---|---|---|---|---|---|---|---|---|---|
| **ABS** | | | | | | | | | |
| 36265MAC9 | GMALT 2022-1 A3 1.9 03/20/2025 | 70,032.75 | 02/15/2022<br>1.91% | 70,032.14<br>70,032.65 | 99.76<br>7.67% | 69,862.45<br>40.66 | 0.08%<br>(170.19) | Aaa/NA<br>AAA | 0.97<br>0.07 |
| 43813GAC5 | HAROT 2021-1 A3 0.27 04/21/2025 | 15,007.45 | 02/17/2021<br>0.37% | 15,007.18<br>15,007.43 | 99.43<br>5.97% | 14,921.63<br>1.13 | 0.02%<br>(85.80) | Aaa/NA<br>AAA | 1.06<br>0.15 |
| 89240BAC2 | TAOT 2021-A A3 0.26 05/15/2025 | 57,097.60 | 02/02/2021<br>0.27% | 57,087.00<br>57,095.79 | 99.49<br>5.97% | 56,806.56<br>6.60 | 0.06%<br>(289.23) | Aaa/NA<br>AAA | 1.12<br>0.14 |
| 44933LAC7 | HART 2021-A A3 0.38 09/15/2025 | 63,074.27 | 04/20/2021<br>0.39% | 63,067.64<br>63,072.77 | 99.18<br>4.94% | 62,557.39<br>10.65 | 0.07%<br>(515.38) | NA/AAA<br>AAA | 1.46<br>0.24 |
| 43815GAC3 | HAROT 2021-4 A3 0.88 01/21/2026 | 165,721.27 | 11/16/2021<br>0.89% | 165,686.34<br>165,707.96 | 97.56<br>4.99% | 161,682.59<br>40.51 | 0.18%<br>(4,025.37) | Aaa/NA<br>AAA | 1.81<br>0.67 |
| 47789QAC4 | JDOT 2021-B A3 0.52 03/16/2026 | 172,462.26 | 07/13/2021<br>0.53% | 172,446.88<br>172,456.74 | 97.64<br>5.45% | 168,400.40<br>39.86 | 0.19%<br>(4,056.34) | Aaa/NA<br>AAA | 1.96<br>0.53 |
| 89238JAC9 | TAOT 2021-D A3 0.71 04/15/2026 | 159,277.38 | 11/09/2021<br>0.95% | 159,273.99<br>159,276.44 | 97.44<br>4.51% | 155,199.88<br>50.26 | 0.17%<br>(4,076.56) | NA/AAA<br>AAA | 2.04<br>0.72 |
| 44935FAD6 | HART 2021-C A3 0.74 05/15/2026 | 117,083.67 | 11/09/2021<br>0.75% | 117,057.53<br>117,073.41 | 97.77<br>4.53% | 114,471.70<br>38.51 | 0.13%<br>(2,601.70) | NA/AAA<br>AAA | 2.12<br>0.66 |
| 43815BAC4 | HAROT 2022-1 A3 1.88 05/15/2026 | 392,816.87 | 02/15/2022<br>1.89% | 392,757.78<br>392,790.13 | 97.68<br>4.97% | 383,687.72<br>328.22 | 0.42%<br>(9,102.40) | Aaa/AAA<br>NA | 2.12<br>0.81 |
| 362554AC1 | GMCAR 2021-4 A3 0.68 09/16/2026 | 137,290.12 | 10/13/2021<br>0.68% | 137,286.62<br>137,289.06 | 97.10<br>4.44% | 133,313.51<br>38.90 | 0.15%<br>(3,975.55) | Aaa/AAA<br>NA | 2.46<br>0.85 |
| 380146AC4 | GMCAR 2022-1 A3 1.23 11/16/2026 | 137,324.47 | 01/11/2022<br>1.27% | 137,312.54<br>137,318.86 | 97.54<br>4.53% | 133,948.57<br>72.10 | 0.15%<br>(3,370.29) | NA/AAA<br>AAA | 2.63<br>0.90 |
| 47800BAC2 | JDOT 2022-C A3 5.09 06/15/2027 | 540,000.00 | 10/12/2022<br>3.29% | 539,958.10<br>539,974.03 | 99.65<br>5.44% | 538,095.53<br>1,221.60 | 0.60%<br>(1,878.50) | Aaa/NA<br>AAA | 3.21<br>1.33 |
| 161571HT4 | CHAIT 2023-1 A 5.16 09/15/2028 | 965,000.00 | 09/07/2023<br>5.17% | 964,732.50<br>964,761.64 | 100.51<br>5.00% | 969,918.51<br>2,213.07 | 1.07%<br>5,156.87 | NR/AAA<br>AAA | 4.46<br>2.26 |
| **Total ABS** | | **2,992,188.10** | **2.84%** | **2,991,706.24**<br>**2,991,856.89** | **99.04**<br>**5.10%** | **2,962,866.45**<br>**4,102.05** | **3.28%**<br>**(28,990.44)** | **Aaa/AAA**<br>**AAA** | **3.03**<br>**1.31** |
| **AGENCY** | | | | | | | | | |
| 3135G0X24 | FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.625 01/07/2025 | 1,875,000.00 | --<br>1.48% | 1,888,349.75<br>1,877,118.69 | 97.36<br>5.48% | 1,825,506.58<br>7,109.38 | 2.02%<br>(51,612.10) | Aaa/AA+<br>AA+ | 0.77<br>0.75 |
| 3137EAEP0 | FEDERAL HOME LOAN MORTGAGE CORP 1.5 02/12/2025 | 1,920,000.00 | 02/13/2020<br>1.52% | 1,918,521.60<br>1,919,743.20 | 96.91<br>5.48% | 1,860,686.76<br>3,920.00 | 2.06%<br>(59,056.44) | Aaa/AA+<br>AA+ | 0.87<br>0.84 |

# HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of March 31, 2024

| Cusip | Security Description | Par Value/ Units | Purchase Date<br>Purchase Yield | Cost Value<br>Book Value | Mkt Price<br>Mkt YTM | Market Value<br>Accrued Int. | % of Port.<br>Gain/Loss | Moody's/ S&P Fitch | Maturity<br>Duration |
|---|---|---|---|---|---|---|---|---|---|
| 3135G03U5 | FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.625 04/22/2025 | 1,510,000.00 | 04/22/2020<br>0.67% | 1,506,889.40<br>1,509,341.72 | 95.48<br>5.38% | 1,441,765.33<br>4,168.23 | 1.60%<br>(67,576.39) | Aaa/AA+<br>AA+ | 1.06<br>1.03 |
| 3135G04Z3 | FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 06/17/2025 | 1,800,000.00 | --<br>0.46% | 1,802,513.00<br>1,800,758.61 | 94.84<br>5.21% | 1,707,030.72<br>2,600.00 | 1.89%<br>(93,727.89) | Aaa/AA+<br>AA+ | 1.21<br>1.18 |
| 3137EAEU9 | FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025 | 1,800,000.00 | --<br>0.45% | 1,793,673.60<br>1,798,311.12 | 94.34<br>5.23% | 1,698,094.40<br>1,312.50 | 1.88%<br>(100,216.72) | Aaa/AA+<br>AA+ | 1.31<br>1.27 |
| 3135G05X7 | FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025 | 1,800,000.00 | --<br>0.45% | 1,793,460.00<br>1,798,032.62 | 93.93<br>5.17% | 1,690,794.00<br>675.00 | 1.87%<br>(107,238.62) | Aaa/AA+<br>AA+ | 1.40<br>1.37 |
| 3137EAEX3 | FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025 | 1,805,000.00 | --<br>0.44% | 1,799,651.55<br>1,803,387.82 | 93.67<br>5.11% | 1,690,741.35<br>150.42 | 1.87%<br>(112,646.47) | Aaa/AA+<br>AA+ | 1.48<br>1.44 |
| 3135G06G3 | FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025 | 1,825,000.00 | --<br>0.57% | 1,819,098.50<br>1,823,103.19 | 93.47<br>4.98% | 1,705,879.35<br>3,650.00 | 1.89%<br>(117,223.85) | Aaa/AA+<br>AA+ | 1.61<br>1.56 |
| 3133EPGW9 | FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 04/25/2028 | 1,250,000.00 | 05/05/2023<br>3.55% | 1,268,125.00<br>1,264,837.72 | 98.21<br>4.43% | 1,227,658.85<br>20,989.58 | 1.36%<br>(37,178.87) | Aaa/AA+<br>AA+ | 4.07<br>3.66 |
| 3133EPME2 | FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 06/08/2028 | 850,000.00 | 06/07/2023<br>3.96% | 846,634.00<br>847,183.02 | 98.36<br>4.42% | 836,046.43<br>10,338.72 | 0.93%<br>(11,136.59) | Aaa/AA+<br>AA+ | 4.19<br>3.78 |
| 3130AWTR1 | FEDERAL HOME LOAN BANKS 4.375 09/08/2028 | 2,000,000.00 | 09/08/2023<br>4.43% | 1,994,580.00<br>1,995,183.21 | 100.42<br>4.36% | 2,008,320.10<br>5,590.28 | 2.22%<br>13,136.89 | Aaa/AA+<br>AA+ | 4.44<br>3.99 |
| **Total Agency** | | **18,435,000.00** | **1.53%** | **18,431,496.40**<br>**18,437,000.94** | **96.02**<br>**5.06%** | **17,692,523.89**<br>**60,504.10** | **19.59%**<br>**(744,477.05)** | **Aaa/AA+**<br>**AA+** | **1.91**<br>**1.79** |
| **AGENCY CMBS** | | | | | | | | | |
| 3137BFE98 | FHMS K-041 A2 3.171 10/25/2024 | 343,868.09 | 07/01/2021<br>0.64% | 369,899.99<br>347,898.41 | 98.68<br>2.76% | 339,313.84<br>908.67 | 0.38%<br>(8,584.58) | Aaa/AA+<br>AAA | 0.57<br>0.49 |
| 3137BNGT5 | FHMS K-054 A2 2.745 01/25/2026 | 1,000,000.00 | 10/29/2021<br>1.22% | 1,058,359.38<br>1,024,572.37 | 96.31<br>5.14% | 963,103.80<br>2,287.50 | 1.07%<br>(61,468.57) | Aaa/AA+<br>AAA | 1.82<br>1.61 |
| 3137BQYS0 | FHMS K-056 A2 2.525 05/25/2026 | 570,000.00 | 01/31/2022<br>1.73% | 587,189.06<br>578,439.07 | 95.44<br>5.05% | 544,028.29<br>1,199.38 | 0.60%<br>(34,410.78) | Aaa/AA+<br>AAA | 2.15<br>1.92 |
| 3137BXQY1 | FHMS K-064 A2 3.224 03/25/2027 | 1,000,000.00 | 05/06/2022<br>3.23% | 997,929.69<br>998,744.84 | 96.02<br>4.84% | 960,173.50<br>2,686.67 | 1.06%<br>(38,571.34) | Aaa/AAA<br>AA+ | 2.98<br>2.63 |
| 3137FCLD4 | FHMS K-071 A2 3.286 11/25/2027 | 2,000,000.00 | 04/11/2023<br>4.08% | 1,932,500.00<br>1,946,836.64 | 95.50<br>4.69% | 1,910,021.20<br>5,476.67 | 2.12%<br>(36,815.44) | Aaa/AA+<br>AAA | 3.65<br>3.32 |
| 3137FETN0 | FHMS K-073 A2 3.35 01/25/2028 | 1,500,000.00 | 03/27/2023<br>4.07% | 1,452,187.50<br>1,462,311.21 | 95.63<br>4.80% | 1,434,409.05<br>4,187.50 | 1.59%<br>(27,902.16) | Aaa/AA+<br>AAA | 3.82<br>3.42 |
| 3137FEZU7 | FHMS K-076 A2 3.9 04/25/2028 | 1,200,000.00 | 04/20/2023<br>4.12% | 1,187,062.50<br>1,189,516.53 | 97.25<br>4.79% | 1,166,940.24<br>3,900.00 | 1.29%<br>(22,576.29) | Aaa/AA+<br>AAA | 4.07<br>3.59 |

# HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of March 31, 2024

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P Fitch | Maturity Duration |
|---|---|---|---|---|---|---|---|---|---|
| 3137FGR31 | FHMS K-078 A2 3.854 06/25/2028 | 1,300,000.00 | 09/18/2023<br>4.94% | 1,240,890.63<br>1,247,542.59 | 96.98<br>4.79% | 1,260,707.11<br>4,175.17 | 1.40%<br>13,164.52 | Aaa/AA+<br>AAA | 4.24<br>3.70 |
| 3137FJKE8 | FHMS K-082 A2 3.92 09/25/2028 | 600,000.00 | 11/28/2023<br>4.74% | 578,718.75<br>580,214.32 | 97.05<br>4.77% | 582,292.38<br>1,960.00 | 0.64%<br>2,078.06 | Aaa/AA+<br>AAA | 4.49<br>3.95 |
| 3137H5YC5 | FHMS K-748 A2 2.26 01/25/2029 | 1,500,000.00 | 03/25/2024<br>4.61% | 1,350,820.31<br>1,351,163.25 | 89.90<br>4.61% | 1,348,486.35<br>2,825.00 | 1.49%<br>(2,676.90) | Aaa/AA+<br>AAA | 4.82<br>4.37 |
| **Total Agency** | | | | **10,755,557.81** | **95.48** | **10,509,475.76** | **11.64%** | **Aaa/AA+** | **3.58** |
| **CMBS** | | **11,013,868.09** | **3.72%** | **10,727,239.24** | **4.73%** | **29,606.55** | **(217,763.48)** | **AAA** | **3.20** |
| **CASH** | | | | | | | | | |
| CCYUSD | Receivable | 16,083.18 | --<br>0.00% | 16,083.18<br>16,083.18 | 1.00<br>0.00% | 16,083.18<br>0.00 | 0.02%<br>0.00 | Aaa/AAA<br>AAA | 0.00<br>0.00 |
| **Total Cash** | | **16,083.18** | **0.00%** | **16,083.18**<br>**16,083.18** | **1.00**<br>**0.00%** | **16,083.18**<br>**0.00** | **0.02%**<br>**0.00** | **Aaa/AAA**<br>**AAA** | **0.00**<br>**0.00** |
| **CORPORATE** | | | | | | | | | |
| 89236TJT3 | TOYOTA MOTOR CREDIT CORP 1.45 01/13/2025 | 810,000.00 | 01/10/2022<br>1.50% | 808,914.60<br>809,715.78 | 97.05<br>5.70% | 786,122.75<br>2,544.75 | 0.87%<br>(23,593.03) | A1/A+<br>A+ | 0.79<br>0.76 |
| 00440EAS6 | CHUBB INA HOLDINGS INC 3.15 03/15/2025 | 1,250,000.00 | 03/04/2022<br>2.16% | 1,286,200.00<br>1,261,421.22 | 97.92<br>5.44% | 1,223,979.70<br>1,750.00 | 1.36%<br>(37,441.52) | A3/A<br>A | 0.96<br>0.93 |
| 06367WB85 | BANK OF MONTREAL 1.85 05/01/2025 | 826,000.00 | 07/23/2021<br>0.86% | 856,413.32<br>834,743.28 | 96.30<br>5.62% | 795,448.95<br>6,367.08 | 0.88%<br>(39,294.32) | A2/A-<br>AA- | 1.08<br>1.05 |
| 89788MAA0 | TRUIST FINANCIAL CORP 1.2 08/05/2025 | 650,000.00 | 02/03/2022<br>1.85% | 635,726.00<br>644,503.11 | 94.53<br>5.89% | 614,446.70<br>1,213.33 | 0.68%<br>(30,056.41) | A3/A-<br>A- | 1.35<br>1.30 |
| 06406HCQ0 | BANK OF NEW YORK MELLON CORP 3.95 11/18/2025 | 800,000.00 | 04/05/2022<br>3.21% | 819,928.00<br>808,728.16 | 97.95<br>5.32% | 783,612.11<br>11,674.44 | 0.87%<br>(25,116.05) | A1/A<br>AA- | 1.64<br>1.54 |
| 46647PBK1 | JPMORGAN CHASE & CO 2.083 04/22/2026 | 312,000.00 | 05/20/2021<br>1.11% | 323,646.96<br>315,146.06 | 96.36<br>6.49% | 300,631.42<br>2,870.37 | 0.33%<br>(14,514.64) | A1/A-<br>AA- | 2.06<br>1.02 |
| 023135BX3 | AMAZON.COM INC 1.0 05/12/2026 | 1,455,000.00 | 05/10/2021<br>1.09% | 1,448,714.40<br>1,452,346.00 | 92.34<br>4.96% | 1,343,594.86<br>5,617.92 | 1.49%<br>(108,751.15) | A1/AA<br>AA- | 2.11<br>2.04 |
| 91324PEC2 | UNITEDHEALTH GROUP INC 1.15 05/15/2026 | 240,000.00 | --<br>1.08% | 240,776.80<br>240,327.69 | 92.49<br>5.03% | 221,987.72<br>1,042.67 | 0.25%<br>(18,339.96) | A2/A+<br>A | 2.12<br>2.05 |
| 89236TJK2 | TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026 | 995,000.00 | 06/15/2021<br>1.13% | 994,562.20<br>994,806.27 | 92.04<br>5.09% | 915,825.76<br>3,202.66 | 1.01%<br>(78,980.51) | A1/A+<br>A+ | 2.22<br>2.14 |
| 06051GJD2 | BANK OF AMERICA CORP 1.319 06/19/2026 | 950,000.00 | --<br>1.25% | 952,508.00<br>950,768.56 | 95.06<br>6.16% | 903,032.57<br>3,550.31 | 1.00%<br>(47,735.99) | A1/A-<br>AA- | 2.22<br>1.18 |

# HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of March 31, 2024

| Cusip | Security Description | Par Value/ Units | Purchase Date<br>Purchase Yield | Cost Value<br>Book Value | Mkt Price<br>Mkt YTM | Market Value<br>Accrued Int. | % of Port.<br>Gain/Loss | Moody's/<br>S&P<br>Fitch | Maturity<br>Duration |
|---|---|---|---|---|---|---|---|---|---|
| 037833DN7 | APPLE INC 2.05 09/11/2026 | 450,000.00 | 12/02/2021<br>1.49% | 461,178.00<br>455,535.71 | 93.87<br>4.88% | 422,402.25<br>512.50 | 0.47%<br>(33,133.45) | Aaa/AA+<br>NA | 2.45<br>2.34 |
| 06368FAC3 | BANK OF MONTREAL 1.25 09/15/2026 | 500,000.00 | 09/13/2021<br>1.27% | 499,395.00<br>499,702.80 | 91.23<br>5.20% | 456,135.24<br>277.78 | 0.51%<br>(43,567.56) | A2/A-<br>AA- | 2.46<br>2.37 |
| 931142ER0 | WALMART INC 1.05 09/17/2026 | 235,000.00 | 09/08/2021<br>1.09% | 234,555.85<br>234,781.33 | 91.68<br>4.82% | 215,436.61<br>95.96 | 0.24%<br>(19,344.72) | Aa2/AA<br>AA | 2.47<br>2.38 |
| 26442CAS3 | DUKE ENERGY CAROLINAS LLC 2.95 12/01/2026 | 850,000.00 | 01/13/2022<br>1.82% | 892,644.50<br>872,320.74 | 95.32<br>4.86% | 810,219.60<br>8,358.33 | 0.90%<br>(62,101.14) | Aa3/A<br>WR | 2.67<br>2.50 |
| 87612EBM7 | TARGET CORP 1.95 01/15/2027 | 535,000.00 | 01/19/2022<br>1.99% | 534,090.50<br>534,489.94 | 92.95<br>4.87% | 497,297.39<br>2,202.42 | 0.55%<br>(37,192.54) | A2/A<br>A | 2.79<br>2.65 |
| 808513BY0 | CHARLES SCHWAB CORP 2.45 03/03/2027 | 750,000.00 | 03/09/2022<br>2.73% | 740,115.00<br>744,203.85 | 93.19<br>5.16% | 698,916.25<br>1,429.17 | 0.77%<br>(45,287.60) | A2/A-<br>A | 2.92<br>2.76 |
| 084664CZ2 | BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027 | 1,080,000.00 | 03/07/2022<br>2.30% | 1,079,794.80<br>1,079,878.85 | 94.16<br>4.63% | 1,016,981.41<br>1,104.00 | 1.13%<br>(62,897.45) | Aa2/AA<br>A+ | 2.96<br>2.81 |
| 06051GHT9 | BANK OF AMERICA CORP 3.559 04/23/2027 | 900,000.00 | --<br>4.29% | 871,903.80<br>881,751.53 | 96.49<br>5.83% | 868,431.06<br>14,058.05 | 0.96%<br>(13,320.47) | A1/A-<br>AA- | 3.06<br>1.93 |
| 665859AW4 | NORTHERN TRUST CORP 4.0 05/10/2027 | 430,000.00 | 05/05/2022<br>4.03% | 429,303.40<br>429,567.39 | 97.42<br>4.92% | 418,922.51<br>6,736.67 | 0.46%<br>(10,644.88) | A2/A+<br>A+ | 3.11<br>2.84 |
| 91324PEG3 | UNITEDHEALTH GROUP INC 3.7 05/15/2027 | 430,000.00 | 05/17/2022<br>3.69% | 430,200.10<br>430,124.06 | 96.96<br>4.74% | 416,930.38<br>6,010.44 | 0.46%<br>(13,193.68) | A2/A+<br>A | 3.12<br>2.87 |
| 22160KAM7 | COSTCO WHOLESALE CORP 3.0 05/18/2027 | 600,000.00 | 07/15/2022<br>3.52% | 586,074.00<br>590,984.42 | 95.66<br>4.56% | 573,988.98<br>6,650.00 | 0.64%<br>(16,995.44) | Aa3/A+<br>WR | 3.13<br>2.91 |
| 89115A2C5 | TORONTO-DOMINION BANK 4.108 06/08/2027 | 1,100,000.00 | 08/26/2022<br>4.18% | 1,096,315.00<br>1,097,541.22 | 97.34<br>5.07% | 1,070,747.40<br>14,184.01 | 1.19%<br>(26,793.81) | A1/A<br>NA | 3.19<br>2.91 |
| 57636QAW4 | MASTERCARD INC 4.875 03/09/2028 | 595,000.00 | 03/06/2023<br>4.90% | 594,422.85<br>594,545.74 | 101.31<br>4.49% | 602,793.89<br>1,772.60 | 0.67%<br>8,248.16 | Aa3/A+<br>NA | 3.94<br>3.48 |
| 61747YER2 | MORGAN STANLEY 4.21 04/20/2028 | 750,000.00 | 05/19/2023<br>5.25% | 722,677.50<br>728,685.39 | 97.17<br>5.63% | 728,798.59<br>14,121.04 | 0.81%<br>113.20 | A1/A-<br>A+ | 4.05<br>2.77 |
| 74340XCG4 | PROLOGIS LP 4.875 06/15/2028 | 575,000.00 | 09/08/2023<br>5.17% | 567,824.00<br>568,658.03 | 100.11<br>4.91% | 575,617.82<br>8,253.65 | 0.64%<br>6,959.79 | A3/A<br>NA | 4.21<br>3.71 |
| 24422EXB0 | JOHN DEERE CAPITAL CORP 4.95 07/14/2028 | 935,000.00 | 07/11/2023<br>4.96% | 934,767.55<br>934,800.88 | 100.75<br>4.78% | 942,047.92<br>9,899.31 | 1.04%<br>7,247.03 | A1/A<br>A+ | 4.29<br>3.79 |
| 78016HZS2 | ROYAL BANK OF CANADA 5.2 08/01/2028 | 650,000.00 | 12/06/2023<br>5.08% | 653,224.00<br>653,005.65 | 101.00<br>4.98% | 656,472.42<br>5,633.33 | 0.73%<br>3,466.77 | A1/A<br>AA- | 4.34<br>3.82 |
| 74456QBX3 | PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028 | 1,200,000.00 | 10/04/2023<br>5.48% | 1,106,748.00<br>1,116,010.75 | 95.62<br>4.86% | 1,147,386.84<br>3,650.00 | 1.27%<br>31,376.09 | A1/A<br>WR | 4.42<br>4.01 |

# HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of March 31, 2024

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P Fitch | Maturity Duration |
|---|---|---|---|---|---|---|---|---|---|
| 74340XBX8 | PROLOGIS LP 4.0 09/15/2028 | 500,000.00 | 12/06/2023<br>4.91% | 480,850.00<br>482,113.48 | 96.61<br>4.96% | 483,066.64<br>888.89 | 0.53%<br>953.16 | A3/A<br>NA | 4.46<br>4.02 |
| 91324PDP4 | UNITEDHEALTH GROUP INC 3.875 12/15/2028 | 650,000.00 | 12/12/2023<br>4.77% | 624,364.00<br>625,879.43 | 96.45<br>4.77% | 626,909.45<br>7,416.32 | 0.69%<br>1,030.02 | A2/A+<br>A | 4.71<br>4.19 |
| 756109BS2 | REALTY INCOME CORP 4.7 12/15/2028 | 1,000,000.00 | 12/12/2023<br>5.16% | 979,800.60<br>980,994.65 | 98.49<br>5.12% | 984,912.71<br>13,838.89 | 1.09%<br>3,918.06 | A3/A-<br>NA | 4.71<br>4.11 |
| 46647PAM8 | JPMORGAN CHASE & CO 3.509 01/23/2029 | 1,000,000.00 | 01/19/2024<br>5.14% | 941,600.00<br>944,358.11 | 94.59<br>5.43% | 945,932.46<br>6,628.11 | 1.05%<br>1,574.35 | A1/A-<br>AA- | 4.82<br>3.48 |
| 17275RBR2 | CISCO SYSTEMS INC 4.85 02/26/2029 | 490,000.00 | 02/21/2024<br>4.86% | 489,828.50<br>489,831.79 | 100.74<br>4.81% | 493,616.91<br>2,310.49 | 0.55%<br>3,785.12 | A1/AA-<br>NA | 4.91<br>4.30 |
| 14913UAJ9 | CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029 | 1,000,000.00 | 03/18/2024<br>4.84% | 1,000,490.00<br>1,000,486.74 | 100.57<br>4.90% | 1,005,737.35<br>4,580.56 | 1.11%<br>5,250.61 | A2/A<br>A+ | 4.91<br>4.30 |
| **Total Corporate** | | **25,493,000.00** | **3.28%** | **25,319,557.23**<br>**25,282,758.61** | **96.37**<br>**5.15%** | **24,548,384.63**<br>**180,446.05** | **27.18%**<br>**(734,373.99)** | **A1/A**<br>**A+** | **3.09**<br>**2.69** |
| **MONEY MARKET FUND** | | | | | | | | | |
| 316175884 | FIDELITY IMM:TRS III | 72,172.54 | --<br>4.86% | 72,172.54<br>72,172.54 | 1.00<br>4.86% | 72,172.54<br>0.00 | 0.08%<br>0.00 | Aaa/ AAAm<br>NA | 0.00<br>0.00 |
| **Total Money Market Fund** | | **72,172.54** | **4.86%** | **72,172.54**<br>**72,172.54** | **1.00**<br>**4.86%** | **72,172.54**<br>**0.00** | **0.08%**<br>**0.00** | **Aaa/ AAAm**<br>**NA** | **0.00**<br>**0.00** |
| **SUPRANATIONAL** | | | | | | | | | |
| 459058JL8 | INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 0.5 10/28/2025 | 945,000.00 | --<br>0.54% | 943,389.35<br>944,478.18 | 93.53<br>5.14% | 883,890.66<br>2,008.12 | 0.98%<br>(60,587.52) | Aaa/AAA<br>NA | 1.58<br>1.53 |
| 4581X0DV7 | INTER-AMERICAN DEVELOPMENT BANK 0.875 04/20/2026 | 1,915,000.00 | 04/13/2021<br>0.97% | 1,906,229.30<br>1,911,402.38 | 92.58<br>4.87% | 1,772,986.17<br>7,493.77 | 1.96%<br>(138,416.22) | Aaa/AAA<br>NA | 2.05<br>1.99 |
| **Total Supranational** | | **2,860,000.00** | **0.82%** | **2,849,618.65**<br>**2,855,880.56** | **92.90**<br>**4.96%** | **2,656,876.82**<br>**9,501.89** | **2.94%**<br>**(199,003.74)** | **Aaa/AAA**<br>**NA** | **1.90**<br>**1.84** |
| **US TREASURY** | | | | | | | | | |
| 912828D56 | UNITED STATES TREASURY 2.375 08/15/2024 | 300,000.00 | 03/05/2020<br>0.70% | 322,218.75<br>301,861.83 | 98.90<br>5.93% | 296,704.10<br>900.41 | 0.33%<br>(5,157.73) | Aaa/AA+<br>AA+ | 0.38<br>0.37 |

# HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of March 31, 2024

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P Fitch | Maturity Duration |
|---|---|---|---|---|---|---|---|---|---|
| 9128283D0 | UNITED STATES TREASURY 2.25 10/31/2024 | 1,500,000.00 | 11/07/2019<br>1.79% | 1,533,925.78<br>1,503,972.62 | 98.31<br>5.68% | 1,474,599.62<br>14,186.13 | 1.63%<br>(29,373.00) | Aaa/AA+<br>AA+ | 0.59<br>0.57 |
| 912828ZC7 | UNITED STATES TREASURY 1.125 02/28/2025 | 2,000,000.00 | 03/18/2020<br>0.81% | 2,030,859.38<br>2,005,686.87 | 96.49<br>5.41% | 1,929,863.28<br>1,956.52 | 2.14%<br>(75,823.59) | Aaa/AA+<br>AA+ | 0.91<br>0.89 |
| 91282CED9 | UNITED STATES TREASURY 1.75 03/15/2025 | 2,150,000.00 | 04/05/2022<br>2.64% | 2,095,662.11<br>2,132,376.90 | 96.94<br>5.35% | 2,084,117.40<br>1,738.11 | 2.31%<br>(48,259.50) | Aaa/AA+<br>AA+ | 0.96<br>0.93 |
| 91282CEQ0 | UNITED STATES TREASURY 2.75 05/15/2025 | 500,000.00 | 06/06/2022<br>2.91% | 497,695.31<br>499,121.51 | 97.58<br>5.11% | 487,910.16<br>5,212.91 | 0.54%<br>(11,211.36) | Aaa/AA+<br>AA+ | 1.12<br>1.08 |
| 91282CAM3 | UNITED STATES TREASURY 0.25 09/30/2025 | 1,900,000.00 | 02/19/2021<br>0.51% | 1,877,363.28<br>1,892,633.98 | 93.45<br>5.08% | 1,775,535.16<br>12.98 | 1.97%<br>(117,098.82) | Aaa/AA+<br>AA+ | 1.50<br>1.46 |
| 91282CAT8 | UNITED STATES TREASURY 0.25 10/31/2025 | 1,900,000.00 | 02/11/2021<br>0.42% | 1,885,156.25<br>1,895,017.60 | 93.15<br>5.04% | 1,769,820.32<br>1,996.57 | 1.96%<br>(125,197.28) | Aaa/AA+<br>AA+ | 1.59<br>1.55 |
| 91282CAZ4 | UNITED STATES TREASURY 0.375 11/30/2025 | 1,350,000.00 | 03/26/2021<br>0.76% | 1,325,794.92<br>1,341,378.63 | 93.04<br>4.99% | 1,255,974.61<br>1,701.33 | 1.39%<br>(85,404.02) | Aaa/AA+<br>AA+ | 1.67<br>1.63 |
| 91282CCW9 | UNITED STATES TREASURY 0.75 08/31/2026 | 480,000.00 | 09/17/2021<br>0.86% | 477,393.75<br>478,727.18 | 91.41<br>4.67% | 438,768.75<br>313.04 | 0.49%<br>(39,958.43) | Aaa/AA+<br>AA+ | 2.42<br>2.35 |
| 91282CCZ2 | UNITED STATES TREASURY 0.875 09/30/2026 | 2,820,000.00 | --<br>1.08% | 2,791,946.88<br>2,805,872.95 | 91.52<br>4.63% | 2,580,850.77<br>67.42 | 2.86%<br>(225,022.18) | Aaa/AA+<br>AA+ | 2.50<br>2.41 |
| 91282CEW7 | UNITED STATES TREASURY 3.25 06/30/2027 | 2,250,000.00 | --<br>3.12% | 2,263,417.97<br>2,258,790.45 | 96.57<br>4.44% | 2,172,832.02<br>18,482.14 | 2.41%<br>(85,958.43) | Aaa/AA+<br>AA+ | 3.25<br>3.02 |
| 91282CFB2 | UNITED STATES TREASURY 2.75 07/31/2027 | 600,000.00 | 08/22/2022<br>3.12% | 589,828.13<br>593,139.77 | 94.97<br>4.45% | 569,812.50<br>2,765.11 | 0.63%<br>(23,327.27) | Aaa/AA+<br>AA+ | 3.33<br>3.13 |
| 91282CFH9 | UNITED STATES TREASURY 3.125 08/31/2027 | 1,950,000.00 | --<br>3.41% | 1,925,095.70<br>1,932,865.17 | 96.06<br>4.44% | 1,873,218.75<br>5,298.91 | 2.07%<br>(59,646.42) | Aaa/AA+<br>AA+ | 3.42<br>3.19 |
| 91282CGC9 | UNITED STATES TREASURY 3.875 12/31/2027 | 700,000.00 | 03/14/2023<br>3.91% | 698,878.91<br>699,123.49 | 98.39<br>4.34% | 688,707.03<br>6,855.77 | 0.76%<br>(10,416.46) | Aaa/AA+<br>AA+ | 3.75<br>3.42 |
| 91282CGH8 | UNITED STATES TREASURY 3.5 01/31/2028 | 2,500,000.00 | 02/16/2023<br>4.05% | 2,438,378.91<br>2,452,310.93 | 97.07<br>4.39% | 2,426,855.48<br>14,663.46 | 2.69%<br>(25,455.45) | Aaa/AA+<br>AA+ | 3.84<br>3.53 |
| 91282CGP0 | UNITED STATES TREASURY 4.0 02/29/2028 | 2,500,000.00 | --<br>4.07% | 2,491,714.85<br>2,493,558.63 | 98.83<br>4.37% | 2,470,800.78<br>8,695.65 | 2.74%<br>(22,757.85) | Aaa/AA+<br>AA+ | 3.92<br>3.58 |
| 91282CHE4 | UNITED STATES TREASURY 3.625 05/31/2028 | 2,425,000.00 | --<br>4.03% | 2,381,062.51<br>2,387,819.73 | 97.46<br>4.35% | 2,363,522.47<br>29,542.26 | 2.62%<br>(24,297.26) | Aaa/AA+<br>AA+ | 4.17<br>3.78 |
| 91282CHX2 | UNITED STATES TREASURY 4.375 08/31/2028 | 400,000.00 | 09/25/2023<br>4.62% | 395,781.25<br>396,221.63 | 100.41<br>4.32% | 401,640.62<br>1,521.74 | 0.44%<br>5,418.99 | Aaa/AA+<br>AA+ | 4.42<br>3.97 |
| 91282CJF9 | UNITED STATES TREASURY 4.875 10/31/2028 | 600,000.00 | 10/27/2023<br>4.79% | 602,273.44<br>602,083.05 | 102.51<br>4.30% | 615,070.31<br>12,294.64 | 0.68%<br>12,987.26 | Aaa/AA+<br>AA+ | 4.59<br>4.01 |

# HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of March 31, 2024

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P Fitch | Maturity Duration |
|---|---|---|---|---|---|---|---|---|---|
| 91282CJN2 | UNITED STATES TREASURY 4.375 11/30/2028 | 625,000.00 | 12/28/2023<br>3.83% | 640,234.38<br>639,437.92 | 100.53<br>4.29% | 628,295.90<br>9,189.29 | 0.70%<br>(11,142.02) | Aaa/AA+<br>AA+ | 4.67<br>4.13 |
| 91282CJR3 | UNITED STATES TREASURY 3.75 12/31/2028 | 2,100,000.00 | --<br>3.98% | 2,078,330.08<br>2,079,305.73 | 97.87<br>4.31% | 2,055,210.95<br>19,903.85 | 2.28%<br>(24,094.78) | Aaa/AA+<br>AA+ | 4.75<br>4.26 |
| 91282CJW2 | UNITED STATES TREASURY 4.0 01/31/2029 | 1,500,000.00 | 02/16/2024<br>4.31% | 1,479,375.00<br>1,479,831.81 | 98.97<br>4.29% | 1,484,531.25<br>10,054.95 | 1.64%<br>4,699.44 | Aaa/AA+<br>AA+ | 4.84<br>4.33 |
| | | | | **32,822,387.54** | **96.42** | **31,844,642.22** | **35.26%** | **Aaa/AA+** | **2.88** |
| **Total US Treasury** | | **33,050,000.00** | **2.70%** | **32,871,138.38** | **4.71%** | **167,353.20** | **(1,026,496.16)** | **AA+** | **2.66** |
| | | | | **93,258,579.59** | **96.11** | **90,303,025.49** | **100.00%** | **Aa2/AA-** | **2.80** |
| **Total Portfolio** | | **93,932,311.92** | **2.70%** | **93,254,130.35** | **4.92%** | **451,513.83** | **(2,951,104.86)** | **AA** | **2.49** |
| **Total Market Value + Accrued** | | | | | | **90,754,539.32** | | | |

# TRANSACTION LEDGER

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of March 31, 2024

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/ Sold | Total Amount | Gain/Loss |
|---|---|---|---|---|---|---|---|---|---|---|
| **ACQUISITIONS** | | | | | | | | | | |
| Purchase | 03/01/2024 | 316175884 | 21,900.00 | FIDELITY IMM:TRS III | 1.000 | 4.93% | (21,900.00) | 0.00 | (21,900.00) | 0.00 |
| Purchase | 03/04/2024 | 316175884 | 10,057.65 | FIDELITY IMM:TRS III | 1.000 | 4.96% | (10,057.65) | 0.00 | (10,057.65) | 0.00 |
| Purchase | 03/08/2024 | 316175884 | 43,750.00 | FIDELITY IMM:TRS III | 1.000 | 4.94% | (43,750.00) | 0.00 | (43,750.00) | 0.00 |
| Purchase | 03/11/2024 | 316175884 | 19,115.63 | FIDELITY IMM:TRS III | 1.000 | 4.94% | (19,115.63) | 0.00 | (19,115.63) | 0.00 |
| Purchase | 03/12/2024 | 316175884 | 8,263.89 | FIDELITY IMM:TRS III | 1.000 | 4.94% | (8,263.89) | 0.00 | (8,263.89) | 0.00 |
| Purchase | 03/15/2024 | 316175884 | 129,838.99 | FIDELITY IMM:TRS III | 1.000 | 4.94% | (129,838.99) | 0.00 | (129,838.99) | 0.00 |
| Purchase | 03/15/2024 | 316175884 | 71,458.81 | FIDELITY IMM:TRS III | 1.000 | 4.94% | (71,458.81) | 0.00 | (71,458.81) | 0.00 |
| Purchase | 03/18/2024 | 316175884 | 20,453.83 | FIDELITY IMM:TRS III | 1.000 | 4.94% | (20,453.83) | 0.00 | (20,453.83) | 0.00 |
| Purchase | 03/18/2024 | 316175884 | 1,472.04 | FIDELITY IMM:TRS III | 1.000 | 4.94% | (1,472.04) | 0.00 | (1,472.04) | 0.00 |
| Purchase | 03/20/2024 | 14913UAJ9 | 1,000,000.00 | CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029 | 100.049 | 4.84% | (1,000,490.00) | (3,098.61) | (1,003,588.61) | 0.00 |
| Purchase | 03/21/2024 | 316175884 | 137.67 | FIDELITY IMM:TRS III | 1.000 | 4.94% | (137.67) | 0.00 | (137.67) | 0.00 |
| Purchase | 03/21/2024 | 316175884 | 22,644.57 | FIDELITY IMM:TRS III | 1.000 | 4.94% | (22,644.57) | 0.00 | (22,644.57) | 0.00 |
| Purchase | 03/25/2024 | 316175884 | 33,429.06 | FIDELITY IMM:TRS III | 1.000 | 4.94% | (33,429.06) | 0.00 | (33,429.06) | 0.00 |
| Purchase | 03/25/2024 | 316175884 | 21,275.40 | FIDELITY IMM:TRS III | 1.000 | 4.94% | (21,275.40) | 0.00 | (21,275.40) | 0.00 |
| Purchase | 03/28/2024 | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | 90.055 | 4.61% | (1,350,820.31) | (2,542.50) | (1,353,362.81) | 0.00 |
| **Total Purchase** | | | **2,903,797.54** | | | | **(2,755,107.85)** | **(5,641.11)** | **(2,760,748.96)** | **0.00** |
| **TOTAL ACQUISITIONS** | | | **2,903,797.54** | | | | **(2,755,107.85)** | **(5,641.11)** | **(2,760,748.96)** | **0.00** |
| **DISPOSITIONS** | | | | | | | | | | |
| Sale | 03/20/2024 | 6174468Q5 | (500,000.00) | MORGAN STANLEY 2.188 04/28/2026 | 96.368 | 3.69% | 481,840.00 | (4,315.22) | 486,155.22 | (6,787.64) |
| Sale | 03/20/2024 | 316175884 | (355,821.92) | FIDELITY IMM:TRS III | 1.000 | 4.94% | 355,821.92 | 0.00 | 355,821.92 | 0.00 |
| Sale | 03/20/2024 | 316175884 | (96,912.72) | FIDELITY IMM:TRS III | 1.000 | 4.94% | 96,912.72 | 0.00 | 96,912.72 | 0.00 |
| Sale | 03/28/2024 | 3137BFE98 | (500,000.00) | FHMS K-041 A2 3.171 10/25/2024 | 98.660 | 0.35% | 484,658.29 | (1,168.29) | 485,826.58 | (12,465.29) |
| Sale | 03/28/2024 | 3137BKRJ1 | (700,000.00) | FHMS K-047 A2 3.329 05/25/2025 | 97.930 | 2.93% | 685,507.81 | (1,747.73) | 687,255.54 | (15,997.04) |
| Sale | 03/28/2024 | 316175884 | (136,360.72) | FIDELITY IMM:TRS III | 1.000 | 4.94% | 136,360.72 | 0.00 | 136,360.72 | 0.00 |

# TRANSACTION LEDGER

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of March 31, 2024

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/ Sold | Total Amount | Gain/Loss |
|---|---|---|---|---|---|---|---|---|---|---|
| Sale | 03/28/2024 | 316175884 | (43,919.97) | FIDELITY IMM:TRS III | 1.000 | 4.94% | 43,919.97 | 0.00 | 43,919.97 | 0.00 |
| **Total Sale** | | | **(2,333,015.33)** | | | | **2,285,021.43** | **(7,231.24)** | **2,292,252.67** | **(35,249.97)** |
| **TOTAL DISPOSITIONS** | | | **(2,333,015.33)** | | | | **2,285,021.43** | **(7,231.24)** | **2,292,252.67** | **(35,249.97)** |
| **OTHER TRANSACTIONS** | | | | | | | | | | |
| Coupon | 03/01/2024 | 3137BFE98 | 0.00 | FHMS K-041 A2 3.171 10/25/2024 | | 0.41% | 2,212.27 | 0.00 | 2,212.27 | 0.00 |
| Coupon | 03/01/2024 | 3137BKRJ1 | 0.00 | FHMS K-047 A2 3.329 05/25/2025 | | 2.94% | 1,941.92 | 0.00 | 1,941.92 | 0.00 |
| Coupon | 03/01/2024 | 3137BNGT5 | 0.00 | FHMS K-054 A2 2.745 01/25/2026 | | 1.18% | 2,287.50 | 0.00 | 2,287.50 | 0.00 |
| Coupon | 03/01/2024 | 3137BQYS0 | 0.00 | FHMS K-056 A2 2.525 05/25/2026 | | 1.70% | 1,199.38 | 0.00 | 1,199.38 | 0.00 |
| Coupon | 03/01/2024 | 3137BXQY1 | 0.00 | FHMS K-064 A2 3.224 03/25/2027 | | 3.21% | 2,686.67 | 0.00 | 2,686.67 | 0.00 |
| Coupon | 03/01/2024 | 3137FCLD4 | 0.00 | FHMS K-071 A2 3.286 11/25/2027 | | 4.05% | 5,476.67 | 0.00 | 5,476.67 | 0.00 |
| Coupon | 03/01/2024 | 3137FETN0 | 0.00 | FHMS K-073 A2 3.35 01/25/2028 | | 4.05% | 4,187.50 | 0.00 | 4,187.50 | 0.00 |
| Coupon | 03/01/2024 | 3137FEZU7 | 0.00 | FHMS K-076 A2 3.9 04/25/2028 | | 4.10% | 3,900.00 | 0.00 | 3,900.00 | 0.00 |
| Coupon | 03/01/2024 | 3137FGR31 | 0.00 | FHMS K-078 A2 3.854 06/25/2028 | | 4.93% | 4,175.17 | 0.00 | 4,175.17 | 0.00 |
| Coupon | 03/01/2024 | 74456QBX3 | 0.00 | PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028 | | 5.48% | 21,900.00 | 0.00 | 21,900.00 | 0.00 |
| Coupon | 03/01/2024 | 3137FJKE8 | 0.00 | FHMS K-082 A2 3.92 09/25/2028 | | 4.73% | 1,960.00 | 0.00 | 1,960.00 | 0.00 |
| Coupon | 03/03/2024 | 808513BY0 | 0.00 | CHARLES SCHWAB CORP 2.45 03/03/2027 | | 2.73% | 9,187.50 | 0.00 | 9,187.50 | 0.00 |
| Coupon | 03/08/2024 | 3130AWTR1 | 0.00 | FEDERAL HOME LOAN BANKS 4.375 09/08/2028 | | 4.43% | 52,013.89 | 0.00 | 52,013.89 | 0.00 |
| Coupon | 03/09/2024 | 57636QAW4 | 0.00 | MASTERCARD INC 4.875 03/09/2028 | | 4.90% | 14,503.13 | 0.00 | 14,503.13 | 0.00 |
| Coupon | 03/11/2024 | 037833DN7 | 0.00 | APPLE INC 2.05 09/11/2026 | | 1.49% | 4,612.50 | 0.00 | 4,612.50 | 0.00 |

# TRANSACTION LEDGER

City of Brea | Account #120 | As of March 31, 2024

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/ Sold | Total Amount | Gain/Loss |
|---|---|---|---|---|---|---|---|---|---|---|
| Coupon | 03/15/2024 | 00440EAS6 | 0.00 | CHUBB INA HOLDINGS INC 3.15 03/15/2025 | | 2.16% | 19,687.50 | 0.00 | 19,687.50 | 0.00 |
| Coupon | 03/15/2024 | 44891RAC4 | 0.00 | HART 2020-C A3 0.38 05/15/2025 | | 0.37% | 4.66 | 0.00 | 4.66 | 0.00 |
| Coupon | 03/15/2024 | 89240BAC2 | 0.00 | TAOT 2021-A A3 0.26 05/15/2025 | | 0.29% | 18.01 | 0.00 | 18.01 | 0.00 |
| Coupon | 03/15/2024 | 44933LAC7 | 0.00 | HART 2021-A A3 0.38 09/15/2025 | | 0.39% | 25.36 | 0.00 | 25.36 | 0.00 |
| Coupon | 03/15/2024 | 47789QAC4 | 0.00 | JDOT 2021-B A3 0.52 03/16/2026 | | 0.53% | 82.20 | 0.00 | 82.20 | 0.00 |
| Coupon | 03/15/2024 | 06368FAC3 | 0.00 | BANK OF MONTREAL 1.25 09/15/2026 | | 1.27% | 3,125.00 | 0.00 | 3,125.00 | 0.00 |
| Coupon | 03/15/2024 | 89238JAC9 | 0.00 | TAOT 2021-D A3 0.71 04/15/2026 | | 0.71% | 102.43 | 0.00 | 102.43 | 0.00 |
| Coupon | 03/15/2024 | 44935FAD6 | 0.00 | HART 2021-C A3 0.74 05/15/2026 | | 0.76% | 79.16 | 0.00 | 79.16 | 0.00 |
| Coupon | 03/15/2024 | 43815BAC4 | 0.00 | HAROT 2022-1 A3 1.88 05/15/2026 | | 1.90% | 661.99 | 0.00 | 661.99 | 0.00 |
| Coupon | 03/15/2024 | 91282CED9 | 0.00 | UNITED STATES TREASURY 1.75 03/15/2025 | | 2.64% | 18,812.50 | 0.00 | 18,812.50 | 0.00 |
| Coupon | 03/15/2024 | 084664CZ2 | 0.00 | BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027 | | 2.30% | 12,420.00 | 0.00 | 12,420.00 | 0.00 |
| Coupon | 03/15/2024 | 74340XBX8 | 0.00 | PROLOGIS LP 4.0 09/15/2028 | | 4.91% | 10,000.00 | 0.00 | 10,000.00 | 0.00 |
| Coupon | 03/15/2024 | 47800BAC2 | 0.00 | JDOT 2022-C A3 5.09 06/15/2027 | | 5.15% | 2,290.50 | 0.00 | 2,290.50 | 0.00 |
| Coupon | 03/15/2024 | 161571HT4 | 0.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 5.23% | 4,149.50 | 0.00 | 4,149.50 | 0.00 |
| Coupon | 03/16/2024 | 362554AC1 | 0.00 | GMCAR 2021-4 A3 0.68 09/16/2026 | | 0.68% | 83.86 | 0.00 | 83.86 | 0.00 |
| Coupon | 03/16/2024 | 380146AC4 | 0.00 | GMCAR 2022-1 A3 1.23 11/16/2026 | | 1.27% | 154.43 | 0.00 | 154.43 | 0.00 |
| Coupon | 03/17/2024 | 931142ER0 | 0.00 | WALMART INC 1.05 09/17/2026 | | 1.09% | 1,233.75 | 0.00 | 1,233.75 | 0.00 |

# TRANSACTION LEDGER

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of March 31, 2024

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/ Sold | Total Amount | Gain/Loss |
|---|---|---|---|---|---|---|---|---|---|---|
| Coupon | 03/20/2024 | 36265MAC9 | 0.00 | GMALT 2022-1 A3 1.9 03/20/2025 | | 1.91% | 212.99 | 0.00 | 212.99 | 0.00 |
| Coupon | 03/21/2024 | 43813GAC5 | 0.00 | HAROT 2021-1 A3 0.27 04/21/2025 | | 0.27% | 5.07 | 0.00 | 5.07 | 0.00 |
| Coupon | 03/21/2024 | 43815GAC3 | 0.00 | HAROT 2021-4 A3 0.88 01/21/2026 | | 0.90% | 132.60 | 0.00 | 132.60 | 0.00 |
| Coupon | 03/23/2024 | 3137EAEX3 | 0.00 | FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025 | | 0.44% | 3,384.38 | 0.00 | 3,384.38 | 0.00 |
| Coupon | 03/25/2024 | 05601XAC3 | 0.00 | BMWLT 2022-1 A3 1.03 03/25/2025 | | 0.00% | 17.60 | 0.00 | 17.60 | 0.00 |
| Coupon | 03/31/2024 | 91282CAM3 | 0.00 | UNITED STATES TREASURY 0.25 09/30/2025 | | 0.51% | 2,375.00 | 0.00 | 2,375.00 | 0.00 |
| Coupon | 03/31/2024 | 91282CCZ2 | 0.00 | UNITED STATES TREASURY 0.875 09/30/2026 | | 1.08% | 12,337.50 | 0.00 | 12,337.50 | 0.00 |
| **Total Coupon** | | | **0.00** | | | | **223,640.09** | **0.00** | **223,640.09** | **0.00** |
| Dividend | 03/31/2024 | 316175884 | 0.00 | FIDELITY IMM:TRS III | | 4.94% | 9.78 | 0.00 | 1,370.68 | 0.00 |
| **Total Dividend** | | | **0.00** | | | | **9.78** | **0.00** | **1,370.68** | **0.00** |
| Principal Paydown | 03/01/2024 | 3137BFE98 | 2,079.24 | FHMS K-041 A2 3.171 10/25/2024 | | 0.41% | 2,079.24 | -- | 2,079.24 | 0.00 |
| Principal Paydown | 03/15/2024 | 89240BAC2 | 26,039.14 | TAOT 2021-A A3 0.26 05/15/2025 | | 0.29% | 26,039.14 | -- | 26,039.14 | (0.00) |
| Principal Paydown | 03/15/2024 | 44891RAC4 | 14,713.02 | HART 2020-C A3 0.38 05/15/2025 | | 0.37% | 14,713.02 | -- | 14,713.02 | 0.00 |
| Principal Paydown | 03/15/2024 | 44933LAC7 | 17,002.76 | HART 2021-A A3 0.38 09/15/2025 | | 0.39% | 17,002.76 | -- | 17,002.76 | (0.00) |
| Principal Paydown | 03/15/2024 | 47789QAC4 | 17,222.94 | JDOT 2021-B A3 0.52 03/16/2026 | | 0.53% | 17,222.94 | -- | 17,222.94 | 0.00 |
| Principal Paydown | 03/15/2024 | 89238JAC9 | 13,843.91 | TAOT 2021-D A3 0.71 04/15/2026 | | 0.71% | 13,843.91 | -- | 13,843.91 | 0.00 |
| Principal Paydown | 03/15/2024 | 44935FAD6 | 11,288.17 | HART 2021-C A3 0.74 05/15/2026 | | 0.76% | 11,288.17 | -- | 11,288.17 | 0.00 |
| Principal Paydown | 03/15/2024 | 43815BAC4 | 29,729.05 | HAROT 2022-1 A3 1.88 05/15/2026 | | 1.90% | 29,729.05 | -- | 29,729.05 | (0.00) |

# TRANSACTION LEDGER

City of Brea | Account #120 | As of March 31, 2024

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/ Sold | Total Amount | Gain/Loss |
|---|---|---|---|---|---|---|---|---|---|---|
| Principal Paydown | 03/16/2024 | 362554AC1 | 10,700.77 | GMCAR 2021-4 A3 0.68 09/16/2026 | | 0.68% | 10,700.77 | -- | 10,700.77 | (0.00) |
| Principal Paydown | 03/16/2024 | 380146AC4 | 9,753.06 | GMCAR 2022-1 A3 1.23 11/16/2026 | | 1.27% | 9,753.06 | -- | 9,753.06 | (0.00) |
| Principal Paydown | 03/20/2024 | 36265MAC9 | 64,485.76 | GMALT 2022-1 A3 1.9 03/20/2025 | | 1.91% | 64,485.76 | -- | 64,485.76 | 0.00 |
| Principal Paydown | 03/21/2024 | 43813GAC5 | 7,541.26 | HAROT 2021-1 A3 0.27 04/21/2025 | | 0.27% | 7,541.26 | -- | 7,541.26 | (0.00) |
| Principal Paydown | 03/21/2024 | 43815GAC3 | 15,103.31 | HAROT 2021-4 A3 0.88 01/21/2026 | | 0.90% | 15,103.31 | -- | 15,103.31 | (0.00) |
| Principal Paydown | 03/25/2024 | 05601XAC3 | 19,196.16 | BMWLT 2022-1 A3 1.03 03/25/2025 | | 0.00% | 19,196.16 | -- | 19,196.16 | (0.00) |
| **Total Principal Paydown** | | | **258,698.55** | | | | **258,698.55** | **--** | **258,698.55** | **(0.01)** |
| **TOTAL OTHER TRANSACTIONS** | | | **258,698.55** | | | | **482,348.42** | **0.00** | **483,709.32** | **(0.01)** |

# INCOME EARNED

City of Brea | Account #120 | As of March 31, 2024

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| **CASH & EQUIVALENTS** | | | | | | |
| 316175884 | FIDELITY IMM:TRS III | 72,172.54 | 301,390.33<br>403,797.54<br>(633,015.33)<br>72,172.54 | 0.00<br>870.15<br>0.00<br>870.15 | 0.00<br>0.00<br>0.00<br>870.15 | 870.15 |
| CCYUSD | Receivable | 16,083.18 | 870.15<br>0.00<br>0.00<br>16,083.18 | 0.00<br>0.00<br>0.00<br>0.00 | 0.00<br>0.00<br>0.00<br>0.00 | 0.00 |
| **Total Cash & Equivalents** | | **88,255.72** | **302,260.48**<br>**403,797.54**<br>**(633,015.33)**<br>**88,255.72** | **0.00**<br>**870.15**<br>**0.00**<br>**870.15** | **0.00**<br>**0.00**<br>**0.00**<br>**870.15** | **870.15** |
| **FIXED INCOME** | | | | | | |
| 00440EAS6 | CHUBB INA HOLDINGS INC<br>3.15 03/15/2025 | 03/04/2022<br>03/08/2022<br>1,250,000.00 | 1,262,438.62<br>0.00<br>0.00<br>1,261,421.22 | 18,156.25<br>19,687.50<br>1,750.00<br>3,281.25 | 0.00<br>(1,017.41)<br>(1,017.41)<br>2,263.84 | 2,263.84 |
| 023135BX3 | AMAZON.COM INC 1.0<br>05/12/2026 | 05/10/2021<br>05/12/2021<br>1,455,000.00 | 1,452,239.29<br>0.00<br>0.00<br>1,452,346.00 | 4,405.42<br>0.00<br>5,617.92<br>1,212.50 | 106.71<br>0.00<br>106.71<br>1,319.21 | 1,319.21 |
| 037833DN7 | APPLE INC 2.05 09/11/2026 | 12/02/2021<br>12/06/2021<br>450,000.00 | 455,742.21<br>0.00<br>0.00<br>455,535.71 | 4,356.25<br>4,612.50<br>512.50<br>768.75 | 0.00<br>(206.51)<br>(206.51)<br>562.24 | 562.24 |
| 05601XAC3 | BMWLT 2022-1 A3 1.03<br>03/25/2025 | 01/11/2022<br>01/19/2022<br>0.00 | 19,195.44<br>0.00<br>(19,196.16)<br>0.00 | 3.52<br>17.60<br>0.00<br>14.08 | 0.72<br>0.00<br>0.72<br>14.81 | 14.81 |
| 06051GHT9 | BANK OF AMERICA CORP<br>3.559 04/23/2027 | 900,000.00 | 881,245.08<br>0.00<br>0.00<br>881,751.53 | 11,388.80<br>0.00<br>14,058.05<br>2,669.25 | 506.45<br>0.00<br>506.45<br>3,175.70 | 3,175.70 |

# INCOME EARNED

City of Brea | Account #120 | As of March 31, 2024

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|---|---|---|---|---|---|---|
| 06051GJD2 | BANK OF AMERICA CORP<br>1.319 06/19/2026 | <br><br>950,000.00 | 950,822.22<br>0.00<br>0.00<br>950,768.56 | 2,506.10<br>0.00<br>3,550.31<br>1,044.21 | 0.00<br>(53.66)<br>(53.66)<br>990.55 | 990.55 |
| 06367WB85 | BANK OF MONTREAL 1.85<br>05/01/2025 | 07/23/2021<br>07/27/2021<br>826,000.00 | 835,429.46<br>0.00<br>0.00<br>834,743.28 | 5,093.67<br>0.00<br>6,367.08<br>1,273.42 | 0.00<br>(686.18)<br>(686.18)<br>587.24 | 587.24 |
| 06368FAC3 | BANK OF MONTREAL 1.25<br>09/15/2026 | 09/13/2021<br>09/15/2021<br>500,000.00 | 499,692.53<br>0.00<br>0.00<br>499,702.80 | 2,881.94<br>3,125.00<br>277.78<br>520.83 | 10.27<br>0.00<br>10.27<br>531.10 | 531.10 |
| 06406HCQ0 | BANK OF NEW YORK MELLON<br>CORP 3.95 11/18/2025 | 04/05/2022<br>04/07/2022<br>800,000.00 | 809,207.05<br>0.00<br>0.00<br>808,728.16 | 9,041.11<br>0.00<br>11,674.44<br>2,633.33 | 0.00<br>(478.89)<br>(478.89)<br>2,154.44 | 2,154.44 |
| 084664CZ2 | BERKSHIRE HATHAWAY<br>FINANCE CORP 2.3<br>03/15/2027 | 03/07/2022<br>03/15/2022<br>1,080,000.00 | 1,079,875.37<br>0.00<br>0.00<br>1,079,878.85 | 11,454.00<br>12,420.00<br>1,104.00<br>2,070.00 | 3.48<br>0.00<br>3.48<br>2,073.48 | 2,073.48 |
| 14913UAJ9 | CATERPILLAR FINANCIAL<br>SERVICES CORP 4.85<br>02/27/2029 | 03/18/2024<br>03/20/2024<br>1,000,000.00 | 0.00<br>1,000,490.00<br>0.00<br>1,000,486.74 | 0.00<br>(3,098.61)<br>4,580.56<br>1,481.95 | 0.00<br>(3.26)<br>(3.26)<br>1,478.69 | 1,478.69 |
| 161571HT4 | CHAIT 2023-1 A 5.16<br>09/15/2028 | 09/07/2023<br>09/15/2023<br>965,000.00 | 964,757.10<br>0.00<br>0.00<br>964,761.64 | 2,213.07<br>4,149.50<br>2,213.07<br>4,149.50 | 4.54<br>0.00<br>4.54<br>4,154.04 | 4,154.04 |
| 17275RBR2 | CISCO SYSTEMS INC 4.85<br>02/26/2029 | 02/21/2024<br>02/26/2024<br>490,000.00 | 489,828.88<br>0.00<br>0.00<br>489,831.79 | 330.07<br>0.00<br>2,310.49<br>1,980.42 | 2.91<br>0.00<br>2.91<br>1,983.33 | 1,983.33 |
| 22160KAM7 | COSTCO WHOLESALE CORP<br>3.0 05/18/2027 | 07/15/2022<br>07/19/2022<br>600,000.00 | 590,739.69<br>0.00<br>0.00<br>590,984.42 | 5,150.00<br>0.00<br>6,650.00<br>1,500.00 | 244.73<br>0.00<br>244.73<br>1,744.73 | 1,744.73 |

# INCOME EARNED

City of Brea | Account #120 | As of March 31, 2024

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| 24422EXB0 | JOHN DEERE CAPITAL CORP<br>4.95 07/14/2028 | 07/11/2023<br>07/14/2023<br>935,000.00 | 934,796.94<br>0.00<br>0.00<br>934,800.88 | 6,042.44<br>0.00<br>9,899.31<br>3,856.88 | 10.24<br>(6.30)<br>3.94<br>3,860.82 | 3,860.82 |
| 26442CAS3 | DUKE ENERGY CAROLINAS<br>LLC 2.95 12/01/2026 | 01/13/2022<br>01/18/2022<br>850,000.00 | 873,104.37<br>0.00<br>0.00<br>872,320.74 | 6,268.75<br>0.00<br>8,358.33<br>2,089.58 | 0.00<br>(783.63)<br>(783.63)<br>1,305.96 | 1,305.96 |
| 3130AWTR1 | FEDERAL HOME LOAN BANKS<br>4.375 09/08/2028 | 09/08/2023<br>09/11/2023<br>2,000,000.00 | 1,995,091.10<br>0.00<br>0.00<br>1,995,183.21 | 50,312.50<br>52,013.89<br>5,590.28<br>7,291.67 | 92.12<br>0.00<br>92.12<br>7,383.78 | 7,383.78 |
| 3133EPGW9 | FEDERAL FARM CREDIT<br>BANKS FUNDING CORP 3.875<br>04/25/2028 | 05/05/2023<br>05/08/2023<br>1,250,000.00 | 1,265,147.46<br>0.00<br>0.00<br>1,264,837.72 | 16,953.12<br>0.00<br>20,989.58<br>4,036.46 | 0.00<br>(309.74)<br>(309.74)<br>3,726.71 | 3,726.71 |
| 3133EPME2 | FEDERAL FARM CREDIT<br>BANKS FUNDING CORP 3.875<br>06/08/2028 | 06/07/2023<br>06/08/2023<br>850,000.00 | 847,125.91<br>0.00<br>0.00<br>847,183.02 | 7,593.92<br>0.00<br>10,338.72<br>2,744.79 | 57.11<br>0.00<br>57.11<br>2,801.90 | 2,801.90 |
| 3135G03U5 | FEDERAL NATIONAL<br>MORTGAGE ASSOCIATION<br>0.625 04/22/2025 | 04/22/2020<br>04/24/2020<br>1,510,000.00 | 1,509,288.86<br>0.00<br>0.00<br>1,509,341.72 | 3,381.77<br>0.00<br>4,168.23<br>786.46 | 52.87<br>0.00<br>52.87<br>839.33 | 839.33 |
| 3135G04Z3 | FEDERAL NATIONAL<br>MORTGAGE ASSOCIATION 0.5<br>06/17/2025 | 1,800,000.00 | 1,800,811.82<br>0.00<br>0.00<br>1,800,758.61 | 1,850.00<br>0.00<br>2,600.00<br>750.00 | 33.42<br>(86.63)<br>(53.21)<br>696.79 | 696.79 |
| 3135G05X7 | FEDERAL NATIONAL<br>MORTGAGE ASSOCIATION<br>0.375 08/25/2025 | 1,800,000.00 | 1,797,913.26<br>0.00<br>0.00<br>1,798,032.62 | 112.50<br>0.00<br>675.00<br>562.50 | 119.35<br>0.00<br>119.35<br>681.85 | 681.85 |
| 3135G06G3 | FEDERAL NATIONAL<br>MORTGAGE ASSOCIATION 0.5<br>11/07/2025 | 1,825,000.00 | 1,823,002.68<br>0.00<br>0.00<br>1,823,103.19 | 2,889.58<br>0.00<br>3,650.00<br>760.42 | 100.51<br>0.00<br>100.51<br>860.93 | 860.93 |

# INCOME EARNED

City of Brea | Account #120 | As of March 31, 2024

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| 3135G0X24 | FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.625 01/07/2025 | <br><br>1,875,000.00 | 1,877,352.42<br>0.00<br>0.00<br>1,877,118.69 | 4,570.31<br>0.00<br>7,109.38<br>2,539.06 | 31.17<br>(264.91)<br>(233.73)<br>2,305.33 | 2,305.33 |
| 3137BFE98 | FHMS K-041 A2 3.171 10/25/2024 | 07/01/2021<br>07/07/2021<br>343,868.09 | 848,661.94<br>0.00<br>(499,202.82)<br>347,898.41 | 2,212.27<br>3,380.56<br>908.67<br>2,076.96 | 0.00<br>(1,560.71)<br>(1,560.71)<br>516.25 | 516.25 |
| 3137BKRJ1 | FHMS K-047 A2 3.329 05/25/2025 | 05/19/2022<br>05/24/2022<br>0.00 | 701,606.68<br>0.00<br>(701,504.85)<br>0.00 | 1,941.92<br>3,689.65<br>0.00<br>1,747.73 | 0.00<br>(101.83)<br>(101.83)<br>1,645.90 | 1,645.90 |
| 3137BNGT5 | FHMS K-054 A2 2.745 01/25/2026 | 10/29/2021<br>11/03/2021<br>1,000,000.00 | 1,025,762.60<br>0.00<br>0.00<br>1,024,572.37 | 2,287.50<br>2,287.50<br>2,287.50<br>2,287.50 | 0.00<br>(1,190.22)<br>(1,190.22)<br>1,097.28 | 1,097.28 |
| 3137BQYS0 | FHMS K-056 A2 2.525 05/25/2026 | 01/31/2022<br>02/03/2022<br>570,000.00 | 578,783.30<br>0.00<br>0.00<br>578,439.07 | 1,199.38<br>1,199.38<br>1,199.38<br>1,199.38 | 0.00<br>(344.23)<br>(344.23)<br>855.15 | 855.15 |
| 3137BXQY1 | FHMS K-064 A2 3.224 03/25/2027 | 05/06/2022<br>05/11/2022<br>1,000,000.00 | 998,708.27<br>0.00<br>0.00<br>998,744.84 | 2,686.67<br>2,686.67<br>2,686.67<br>2,686.67 | 36.57<br>0.00<br>36.57<br>2,723.24 | 2,723.24 |
| 3137EAEP0 | FEDERAL HOME LOAN MORTGAGE CORP 1.5 02/12/2025 | 02/13/2020<br>02/14/2020<br>1,920,000.00 | 1,919,718.09<br>0.00<br>0.00<br>1,919,743.20 | 1,520.00<br>0.00<br>3,920.00<br>2,400.00 | 25.11<br>0.00<br>25.11<br>2,425.11 | 2,425.11 |
| 3137EAEU9 | FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025 | <br><br>1,800,000.00 | 1,798,201.13<br>0.00<br>0.00<br>1,798,311.12 | 750.00<br>0.00<br>1,312.50<br>562.50 | 109.99<br>0.00<br>109.99<br>672.49 | 672.49 |
| 3137EAEX3 | FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025 | <br><br>1,805,000.00 | 1,803,295.27<br>0.00<br>0.00<br>1,803,387.82 | 2,970.73<br>3,384.38<br>150.42<br>564.07 | 92.55<br>0.00<br>92.55<br>656.62 | 656.62 |

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|---|---|---|---|---|---|---|
| 3137FCLD4 | FHMS K-071 A2 3.286<br>11/25/2027 | 04/11/2023<br>04/14/2023<br>2,000,000.00 | 1,945,577.62<br>0.00<br>0.00<br>1,946,836.64 | 5,476.67<br>5,476.67<br>5,476.67<br>5,476.67 | 1,259.03<br>0.00<br>1,259.03<br>6,735.70 | 6,735.70 |
| 3137FETN0 | FHMS K-073 A2 3.35<br>01/25/2028 | 03/27/2023<br>03/30/2023<br>1,500,000.00 | 1,461,458.39<br>0.00<br>0.00<br>1,462,311.21 | 4,187.50<br>4,187.50<br>4,187.50<br>4,187.50 | 852.81<br>0.00<br>852.81<br>5,040.31 | 5,040.31 |
| 3137FEZU7 | FHMS K-076 A2 3.9<br>04/25/2028 | 04/20/2023<br>04/25/2023<br>1,200,000.00 | 1,189,294.09<br>0.00<br>0.00<br>1,189,516.53 | 3,900.00<br>3,900.00<br>3,900.00<br>3,900.00 | 222.44<br>0.00<br>222.44<br>4,122.44 | 4,122.44 |
| 3137FGR31 | FHMS K-078 A2 3.854<br>06/25/2028 | 09/18/2023<br>09/21/2023<br>1,300,000.00 | 1,246,474.14<br>0.00<br>0.00<br>1,247,542.59 | 4,175.17<br>4,175.17<br>4,175.17<br>4,175.17 | 1,068.45<br>0.00<br>1,068.45<br>5,243.62 | 5,243.62 |
| 3137FJKE8 | FHMS K-082 A2 3.92<br>09/25/2028 | 11/28/2023<br>12/01/2023<br>600,000.00 | 579,834.30<br>0.00<br>0.00<br>580,214.32 | 1,960.00<br>1,960.00<br>1,960.00<br>1,960.00 | 380.02<br>0.00<br>380.02<br>2,340.02 | 2,340.02 |
| 3137H5YC5 | FHMS K-748 A2 2.26<br>01/25/2029 | 03/25/2024<br>03/28/2024<br>1,500,000.00 | 0.00<br>1,350,820.31<br>0.00<br>1,351,163.25 | 0.00<br>(2,542.50)<br>2,825.00<br>282.50 | 342.94<br>0.00<br>342.94<br>625.44 | 625.44 |
| 362554AC1 | GMCAR 2021-4 A3 0.68<br>09/16/2026 | 10/13/2021<br>10/21/2021<br>137,290.12 | 147,989.71<br>0.00<br>(10,700.77)<br>137,289.06 | 41.93<br>83.86<br>38.90<br>80.83 | 0.12<br>0.00<br>0.12<br>80.95 | 80.95 |
| 36265MAC9 | GMALT 2022-1 A3 1.9<br>03/20/2025 | 02/15/2022<br>02/23/2022<br>70,032.75 | 134,518.29<br>0.00<br>(64,485.76)<br>70,032.65 | 78.10<br>212.99<br>40.66<br>175.55 | 0.11<br>0.00<br>0.11<br>175.66 | 175.66 |
| 380146AC4 | GMCAR 2022-1 A3 1.23<br>11/16/2026 | 01/11/2022<br>01/19/2022<br>137,324.47 | 147,071.33<br>0.00<br>(9,753.06)<br>137,318.86 | 77.22<br>154.43<br>72.10<br>149.31 | 0.59<br>0.00<br>0.59<br>149.90 | 149.90 |

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|---|---|---|---|---|---|---|
| 43813GAC5 | HAROT 2021-1 A3 0.27<br>04/21/2025 | 02/17/2021<br>02/24/2021<br>15,007.45 | 22,548.68<br>0.00<br>(7,541.26)<br>15,007.43 | 1.69<br>5.07<br>1.13<br>4.50 | 0.02<br>0.00<br>0.02<br>4.52 | 4.52 |
| 43815BAC4 | HAROT 2022-1 A3 1.88<br>05/15/2026 | 02/15/2022<br>02/23/2022<br>392,816.87 | 422,516.00<br>0.00<br>(29,729.05)<br>392,790.13 | 353.06<br>661.99<br>328.22<br>637.15 | 3.18<br>0.00<br>3.18<br>640.33 | 640.33 |
| 43815GAC3 | HAROT 2021-4 A3 0.88<br>01/21/2026 | 11/16/2021<br>11/24/2021<br>165,721.27 | 180,809.38<br>0.00<br>(15,103.31)<br>165,707.96 | 44.20<br>132.60<br>40.51<br>128.91 | 1.90<br>0.00<br>1.90<br>130.80 | 130.80 |
| 44891RAC4 | HART 2020-C A3 0.38<br>05/15/2025 | 10/20/2020<br>10/28/2020<br>0.00 | 14,712.48<br>0.00<br>(14,713.02)<br>0.00 | 2.48<br>4.66<br>0.00<br>2.18 | 0.54<br>0.00<br>0.54<br>2.71 | 2.71 |
| 44933LAC7 | HART 2021-A A3 0.38<br>09/15/2025 | 04/20/2021<br>04/28/2021<br>63,074.27 | 80,075.02<br>0.00<br>(17,002.76)<br>63,072.77 | 13.52<br>25.36<br>10.65<br>22.49 | 0.52<br>0.00<br>0.52<br>23.01 | 23.01 |
| 44935FAD6 | HART 2021-C A3 0.74<br>05/15/2026 | 11/09/2021<br>11/17/2021<br>117,083.67 | 128,360.14<br>0.00<br>(11,288.17)<br>117,073.41 | 42.22<br>79.16<br>38.51<br>75.45 | 1.44<br>0.00<br>1.44<br>76.89 | 76.89 |
| 4581X0DV7 | INTER-AMERICAN<br>DEVELOPMENT BANK 0.875<br>04/20/2026 | 04/13/2021<br>04/20/2021<br>1,915,000.00 | 1,911,253.48<br>0.00<br>0.00<br>1,911,402.38 | 6,097.41<br>0.00<br>7,493.77<br>1,396.35 | 148.90<br>0.00<br>148.90<br>1,545.25 | 1,545.25 |
| 459058JL8 | INTERNATIONAL BANK FOR<br>RECONSTRUCTION AND<br>DEVELOPM 0.5 10/28/2025 | 945,000.00 | 944,450.05<br>0.00<br>0.00<br>944,478.18 | 1,614.38<br>0.00<br>2,008.12<br>393.75 | 28.13<br>0.00<br>28.13<br>421.88 | 421.88 |
| 46647PAM8 | JPMORGAN CHASE & CO<br>3.509 01/23/2029 | 01/19/2024<br>01/23/2024<br>1,000,000.00 | 943,118.96<br>0.00<br>0.00<br>944,358.11 | 3,703.94<br>0.00<br>6,628.11<br>2,924.17 | 1,239.15<br>0.00<br>1,239.15<br>4,163.32 | 4,163.32 |

# INCOME EARNED

City of Brea | Account #120 | As of March 31, 2024

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| 46647PBK1 | JPMORGAN CHASE & CO<br>2.083 04/22/2026 | 05/20/2021<br>05/24/2021<br>312,000.00 | 315,398.73<br>0.00<br>0.00<br>315,146.06 | 2,328.79<br>0.00<br>2,870.37<br>541.58 | 0.00<br>(252.66)<br>(252.66)<br>288.92 | 288.92 |
| 47789QAC4 | JDOT 2021-B A3 0.52<br>03/16/2026 | 07/13/2021<br>07/21/2021<br>172,462.26 | 189,678.86<br>0.00<br>(17,222.94)<br>172,456.74 | 43.84<br>82.20<br>39.86<br>78.22 | 0.82<br>0.00<br>0.82<br>79.04 | 79.04 |
| 47800BAC2 | JDOT 2022-C A3 5.09<br>06/15/2027 | 10/12/2022<br>10/19/2022<br>540,000.00 | 539,973.34<br>0.00<br>0.00<br>539,974.03 | 1,221.60<br>2,290.50<br>1,221.60<br>2,290.50 | 0.69<br>0.00<br>0.69<br>2,291.19 | 2,291.19 |
| 57636QAW4 | MASTERCARD INC 4.875<br>03/09/2028 | 03/06/2023<br>03/09/2023<br>595,000.00 | 594,535.94<br>0.00<br>0.00<br>594,545.74 | 13,858.54<br>14,503.13<br>1,772.60<br>2,417.19 | 9.79<br>0.00<br>9.79<br>2,426.99 | 2,426.99 |
| 6174468Q5 | MORGAN STANLEY 2.188<br>04/28/2026 | 05/18/2022<br>05/20/2022<br>0.00 | 488,092.80<br>0.00<br>(488,627.64)<br>0.00 | 3,737.83<br>4,315.22<br>0.00<br>577.39 | 534.84<br>0.00<br>534.84<br>1,112.23 | 1,112.23 |
| 61747YER2 | MORGAN STANLEY 4.21<br>04/20/2028 | 05/19/2023<br>05/23/2023<br>750,000.00 | 728,092.25<br>0.00<br>0.00<br>728,685.39 | 11,489.79<br>0.00<br>14,121.04<br>2,631.25 | 593.14<br>0.00<br>593.14<br>3,224.39 | 3,224.39 |
| 665859AW4 | NORTHERN TRUST CORP 4.0<br>05/10/2027 | 05/05/2022<br>05/10/2022<br>430,000.00 | 429,555.57<br>0.00<br>0.00<br>429,567.39 | 5,303.33<br>0.00<br>6,736.67<br>1,433.33 | 11.83<br>0.00<br>11.83<br>1,445.16 | 1,445.16 |
| 74340XBX8 | PROLOGIS LP 4.0 09/15/2028 | 12/06/2023<br>12/08/2023<br>500,000.00 | 481,772.89<br>0.00<br>0.00<br>482,113.48 | 9,222.22<br>10,000.00<br>888.89<br>1,666.67 | 340.59<br>0.00<br>340.59<br>2,007.26 | 2,007.26 |
| 74340XCG4 | PROLOGIS LP 4.875<br>06/15/2028 | 09/08/2023<br>09/12/2023<br>575,000.00 | 568,530.04<br>0.00<br>0.00<br>568,658.03 | 5,917.71<br>0.00<br>8,253.65<br>2,335.94 | 128.00<br>0.00<br>128.00<br>2,463.93 | 2,463.93 |

# INCOME EARNED

City of Brea | Account #120 | As of March 31, 2024

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| 74456QBX3 | PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028 | 10/04/2023<br>10/06/2023<br>1,200,000.00 | 1,114,397.58<br>0.00<br>0.00<br>1,116,010.75 | 21,900.00<br>21,900.00<br>3,650.00<br>3,650.00 | 1,613.18<br>0.00<br>1,613.18<br>5,263.18 | 5,263.18 |
| 756109BS2 | REALTY INCOME CORP 4.7 12/15/2028 | 12/12/2023<br>12/15/2023<br>1,000,000.00 | 980,651.92<br>0.00<br>0.00<br>980,994.65 | 9,922.22<br>0.00<br>13,838.89<br>3,916.67 | 342.74<br>0.00<br>342.74<br>4,259.40 | 4,259.40 |
| 78016HZS2 | ROYAL BANK OF CANADA 5.2 08/01/2028 | 12/06/2023<br>12/08/2023<br>650,000.00 | 653,064.51<br>0.00<br>0.00<br>653,005.65 | 2,816.67<br>0.00<br>5,633.33<br>2,816.67 | 0.00<br>(58.86)<br>(58.86)<br>2,757.81 | 2,757.81 |
| 808513BY0 | CHARLES SCHWAB CORP 2.45 03/03/2027 | 03/09/2022<br>03/11/2022<br>750,000.00 | 744,035.29<br>0.00<br>0.00<br>744,203.85 | 9,085.42<br>9,187.50<br>1,429.17<br>1,531.25 | 168.56<br>0.00<br>168.56<br>1,699.81 | 1,699.81 |
| 87612EBM7 | TARGET CORP 1.95 01/15/2027 | 01/19/2022<br>01/24/2022<br>535,000.00 | 534,474.42<br>0.00<br>0.00<br>534,489.94 | 1,333.04<br>0.00<br>2,202.42<br>869.38 | 15.52<br>0.00<br>15.52<br>884.89 | 884.89 |
| 89115A2C5 | TORONTO-DOMINION BANK 4.108 06/08/2027 | 08/26/2022<br>08/30/2022<br>1,100,000.00 | 1,097,475.68<br>0.00<br>0.00<br>1,097,541.22 | 10,418.34<br>0.00<br>14,184.01<br>3,765.67 | 65.54<br>0.00<br>65.54<br>3,831.21 | 3,831.21 |
| 89236TJK2 | TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026 | 06/15/2021<br>06/18/2021<br>995,000.00 | 994,798.84<br>0.00<br>0.00<br>994,806.27 | 2,269.84<br>0.00<br>3,202.66<br>932.81 | 7.43<br>0.00<br>7.43<br>940.25 | 940.25 |
| 89236TJT3 | TOYOTA MOTOR CREDIT CORP 1.45 01/13/2025 | 01/10/2022<br>01/13/2022<br>810,000.00 | 809,685.08<br>0.00<br>0.00<br>809,715.78 | 1,566.00<br>0.00<br>2,544.75<br>978.75 | 30.70<br>0.00<br>30.70<br>1,009.45 | 1,009.45 |
| 89238JAC9 | TAOT 2021-D A3 0.71 04/15/2026 | 11/09/2021<br>11/15/2021<br>159,277.38 | 173,120.22<br>0.00<br>(13,843.91)<br>159,276.44 | 54.63<br>102.43<br>50.26<br>98.06 | 0.12<br>0.00<br>0.12<br>98.19 | 98.19 |

# INCOME EARNED

City of Brea | Account #120 | As of March 31, 2024

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| 89240BAC2 | TAOT 2021-A A3 0.26<br>05/15/2025 | 02/02/2021<br>02/08/2021<br>57,097.60 | 83,133.91<br>0.00<br>(26,039.14)<br>57,095.79 | 9.61<br>18.01<br>6.60<br>15.00 | 1.02<br>0.00<br>1.02<br>16.02 | 16.02 |
| 89788MAA0 | TRUIST FINANCIAL CORP 1.2<br>08/05/2025 | 02/03/2022<br>02/07/2022<br>650,000.00 | 644,156.06<br>0.00<br>0.00<br>644,503.11 | 563.33<br>0.00<br>1,213.33<br>650.00 | 347.05<br>0.00<br>347.05<br>997.05 | 997.05 |
| 9128283D0 | UNITED STATES TREASURY<br>2.25 10/31/2024 | 11/07/2019<br>11/08/2019<br>1,500,000.00 | 1,504,550.79<br>0.00<br>0.00<br>1,503,972.62 | 11,311.81<br>0.00<br>14,186.13<br>2,874.31 | 0.00<br>(578.17)<br>(578.17)<br>2,296.14 | 2,296.14 |
| 912828D56 | UNITED STATES TREASURY<br>2.375 08/15/2024 | 03/05/2020<br>03/06/2020<br>300,000.00 | 302,286.22<br>0.00<br>0.00<br>301,861.83 | 293.61<br>0.00<br>900.41<br>606.80 | 0.00<br>(424.39)<br>(424.39)<br>182.41 | 182.41 |
| 912828ZC7 | UNITED STATES TREASURY<br>1.125 02/28/2025 | 03/18/2020<br>03/19/2020<br>2,000,000.00 | 2,006,216.28<br>0.00<br>0.00<br>2,005,686.87 | 61.14<br>0.00<br>1,956.52<br>1,895.38 | 0.00<br>(529.41)<br>(529.41)<br>1,365.97 | 1,365.97 |
| 91282CAM3 | UNITED STATES TREASURY<br>0.25 09/30/2025 | 02/19/2021<br>02/22/2021<br>1,900,000.00 | 1,892,216.53<br>0.00<br>0.00<br>1,892,633.98 | 1,985.66<br>0.00<br>12.98<br>(1,972.68) | 417.45<br>0.00<br>417.45<br>(1,555.22) | (1,555.22) |
| 91282CAT8 | UNITED STATES TREASURY<br>0.25 10/31/2025 | 02/11/2021<br>02/12/2021<br>1,900,000.00 | 1,894,750.38<br>0.00<br>0.00<br>1,895,017.60 | 1,592.03<br>0.00<br>1,996.57<br>404.53 | 267.22<br>0.00<br>267.22<br>671.75 | 671.75 |
| 91282CAZ4 | UNITED STATES TREASURY<br>0.375 11/30/2025 | 03/26/2021<br>03/29/2021<br>1,350,000.00 | 1,340,939.05<br>0.00<br>0.00<br>1,341,378.63 | 1,272.54<br>0.00<br>1,701.33<br>428.79 | 439.58<br>0.00<br>439.58<br>868.37 | 868.37 |
| 91282CCW9 | UNITED STATES TREASURY<br>0.75 08/31/2026 | 09/17/2021<br>09/20/2021<br>480,000.00 | 478,682.45<br>0.00<br>0.00<br>478,727.18 | 9.78<br>0.00<br>313.04<br>303.26 | 44.74<br>0.00<br>44.74<br>348.00 | 348.00 |

# INCOME EARNED

City of Brea | Account #120 | As of March 31, 2024

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| 91282CCZ2 | UNITED STATES TREASURY<br>0.875 09/30/2026 | 2,820,000.00 | 2,805,392.76<br>0.00<br>0.00<br>2,805,872.95 | 10,314.96<br>0.00<br>67.42<br>(10,247.54) | 480.20<br>0.00<br>480.20<br>(9,767.35) | (9,767.35) |
| 91282CED9 | UNITED STATES TREASURY<br>1.75 03/15/2025 | 04/05/2022<br>04/07/2022<br>2,150,000.00 | 2,130,807.03<br>0.00<br>0.00<br>2,132,376.90 | 17,365.38<br>18,812.50<br>1,738.11<br>3,185.23 | 1,569.87<br>0.00<br>1,569.87<br>4,755.10 | 4,755.10 |
| 91282CEQ0 | UNITED STATES TREASURY<br>2.75 05/15/2025 | 06/06/2022<br>06/07/2022<br>500,000.00 | 499,054.93<br>0.00<br>0.00<br>499,121.51 | 4,041.90<br>0.00<br>5,212.91<br>1,171.02 | 66.58<br>0.00<br>66.58<br>1,237.60 | 1,237.60 |
| 91282CEW7 | UNITED STATES TREASURY<br>3.25 06/30/2027 | 2,250,000.00 | 2,259,020.41<br>0.00<br>0.00<br>2,258,790.45 | 12,254.46<br>0.00<br>18,482.14<br>6,227.68 | 0.00<br>(229.96)<br>(229.96)<br>5,997.72 | 5,997.72 |
| 91282CFB2 | UNITED STATES TREASURY<br>2.75 07/31/2027 | 08/22/2022<br>08/23/2022<br>600,000.00 | 592,964.88<br>0.00<br>0.00<br>593,139.77 | 1,359.89<br>0.00<br>2,765.11<br>1,405.22 | 174.89<br>0.00<br>174.89<br>1,580.11 | 1,580.11 |
| 91282CFH9 | UNITED STATES TREASURY<br>3.125 08/31/2027 | 1,950,000.00 | 1,932,439.20<br>0.00<br>0.00<br>1,932,865.17 | 165.59<br>0.00<br>5,298.91<br>5,133.32 | 425.97<br>0.00<br>425.97<br>5,559.29 | 5,559.29 |
| 91282CGC9 | UNITED STATES TREASURY<br>3.875 12/31/2027 | 03/14/2023<br>03/16/2023<br>700,000.00 | 699,103.64<br>0.00<br>0.00<br>699,123.49 | 4,545.67<br>0.00<br>6,855.77<br>2,310.10 | 19.85<br>0.00<br>19.85<br>2,329.94 | 2,329.94 |
| 91282CGH8 | UNITED STATES TREASURY 3.5<br>01/31/2028 | 02/16/2023<br>02/17/2023<br>2,500,000.00 | 2,451,254.96<br>0.00<br>0.00<br>2,452,310.93 | 7,211.54<br>0.00<br>14,663.46<br>7,451.92 | 1,055.97<br>0.00<br>1,055.97<br>8,507.90 | 8,507.90 |
| 91282CGP0 | UNITED STATES TREASURY 4.0<br>02/29/2028 | 2,500,000.00 | 2,493,418.89<br>0.00<br>0.00<br>2,493,558.63 | 271.74<br>0.00<br>8,695.65<br>8,423.91 | 230.46<br>(90.72)<br>139.74<br>8,563.65 | 8,563.65 |

# INCOME EARNED

City of Brea | Account #120 | As of March 31, 2024

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| 91282CHE4 | UNITED STATES TREASURY<br>3.625 05/31/2028 | <br><br>2,425,000.00 | 2,387,061.95<br>0.00<br>0.00<br>2,387,819.73 | 22,096.65<br>0.00<br>29,542.26<br>7,445.61 | 757.78<br>0.00<br>757.78<br>8,203.39 | 8,203.39 |
| 91282CHX2 | UNITED STATES TREASURY<br>4.375 08/31/2028 | 09/25/2023<br>09/26/2023<br>400,000.00 | 396,149.01<br>0.00<br>0.00<br>396,221.63 | 47.55<br>0.00<br>1,521.74<br>1,474.18 | 72.62<br>0.00<br>72.62<br>1,546.80 | 1,546.80 |
| 91282CJF9 | UNITED STATES TREASURY<br>4.875 10/31/2028 | 10/27/2023<br>10/31/2023<br>600,000.00 | 602,121.63<br>0.00<br>0.00<br>602,083.05 | 9,803.57<br>0.00<br>12,294.64<br>2,491.07 | 0.00<br>(38.58)<br>(38.58)<br>2,452.50 | 2,452.50 |
| 91282CJN2 | UNITED STATES TREASURY<br>4.375 11/30/2028 | 12/28/2023<br>12/29/2023<br>625,000.00 | 639,700.58<br>0.00<br>0.00<br>639,437.92 | 6,873.29<br>0.00<br>9,189.29<br>2,316.00 | 0.00<br>(262.66)<br>(262.66)<br>2,053.34 | 2,053.34 |
| 91282CJR3 | UNITED STATES TREASURY<br>3.75 12/31/2028 | <br><br>2,100,000.00 | 2,078,935.97<br>0.00<br>0.00<br>2,079,305.73 | 13,197.12<br>0.00<br>19,903.85<br>6,706.73 | 369.75<br>0.00<br>369.75<br>7,076.48 | 7,076.48 |
| 91282CJW2 | UNITED STATES TREASURY 4.0<br>01/31/2029 | 02/16/2024<br>02/21/2024<br>1,500,000.00 | 1,479,477.78<br>0.00<br>0.00<br>1,479,831.81 | 4,945.05<br>0.00<br>10,054.95<br>5,109.89 | 354.03<br>0.00<br>354.03<br>5,463.92 | 5,463.92 |
| 91324PDP4 | UNITEDHEALTH GROUP INC<br>3.875 12/15/2028 | 12/12/2023<br>12/15/2023<br>650,000.00 | 625,444.44<br>0.00<br>0.00<br>625,879.43 | 5,317.36<br>0.00<br>7,416.32<br>2,098.96 | 434.98<br>0.00<br>434.98<br>2,533.94 | 2,533.94 |
| 91324PEC2 | UNITEDHEALTH GROUP INC<br>1.15 05/15/2026 | <br><br>240,000.00 | 240,341.34<br>0.00<br>0.00<br>240,327.69 | 812.67<br>0.00<br>1,042.67<br>230.00 | 0.00<br>(13.65)<br>(13.65)<br>216.35 | 216.35 |
| 91324PEG3 | UNITEDHEALTH GROUP INC<br>3.7 05/15/2027 | 05/17/2022<br>05/20/2022<br>430,000.00 | 430,127.55<br>0.00<br>0.00<br>430,124.06 | 4,684.61<br>0.00<br>6,010.44<br>1,325.83 | 0.92<br>(4.41)<br>(3.49)<br>1,322.34 | 1,322.34 |

# INCOME EARNED

City of Brea | Account #120 | As of March 31, 2024

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| 931142ER0 | WALMART INC 1.05<br>09/17/2026 | 09/08/2021<br>09/17/2021<br>235,000.00 | 234,773.79<br>0.00<br>0.00<br>234,781.33 | 1,124.08<br>1,233.75<br>95.96<br>205.62 | 7.54<br>0.00<br>7.54<br>213.17 | 213.17 |
| | | | **92,751,503.45**<br>**2,351,310.31**<br>**(1,945,954.62)** | **480,315.49**<br>**210,517.72**<br>**451,513.83** | **18,593.06**<br>**(9,577.58)**<br>**9,015.49** | |
| **Total Fixed Income** | | **93,844,056.20** | **93,165,874.63** | **181,716.06** | **190,731.55** | **190,731.55** |
| | | | **93,053,763.93**<br>**2,755,107.85**<br>**(2,578,969.95)** | **480,315.49**<br>**211,387.87**<br>**451,513.83** | **18,593.06**<br>**(9,577.58)**<br>**9,015.49** | |
| **TOTAL PORTFOLIO** | | **93,932,311.92** | **93,254,130.35** | **182,586.21** | **191,601.70** | **191,601.70** |

# CASH FLOW REPORT

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of March 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| **APRIL 2024** | | | | | | | |
| 04/01/2024 | Coupon | 91282CAM3 | 0.00 | UNITED STATES TREASURY 0.25 09/30/2025 | | 2,375.00 | 2,375.00 |
| 04/01/2024 | Coupon | 91282CCZ2 | 0.00 | UNITED STATES TREASURY 0.875 09/30/2026 | | 12,337.50 | 12,337.50 |
| 04/15/2024 | Coupon | 161571HT4 | 965,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 4,149.50 | 4,149.50 |
| 04/15/2024 | Coupon | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | | 615.41 | 615.41 |
| 04/15/2024 | Principal Paydown | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | 29,313.50 | | 29,313.50 |
| 04/15/2024 | Coupon | 44933LAC7 | 63,074.27 | HART 2021-A A3 0.38 09/15/2025 | | 19.97 | 19.97 |
| 04/15/2024 | Principal Paydown | 44933LAC7 | 63,074.27 | HART 2021-A A3 0.38 09/15/2025 | 16,392.24 | | 16,392.24 |
| 04/15/2024 | Coupon | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | | 72.20 | 72.20 |
| 04/15/2024 | Principal Paydown | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | 11,421.32 | | 11,421.32 |
| 04/15/2024 | Coupon | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | | 74.73 | 74.73 |
| 04/15/2024 | Principal Paydown | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | 21,967.15 | | 21,967.15 |
| 04/15/2024 | Coupon | 47800BAC2 | 540,000.00 | JDOT 2022-C A3 5.09 06/15/2027 | | 2,290.50 | 2,290.50 |
| 04/15/2024 | Coupon | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | | 94.24 | 94.24 |
| 04/15/2024 | Principal Paydown | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | 15,186.58 | | 15,186.58 |
| 04/15/2024 | Coupon | 89240BAC2 | 57,097.60 | TAOT 2021-A A3 0.26 05/15/2025 | | 12.30 | 12.30 |
| 04/15/2024 | Principal Paydown | 89240BAC2 | 57,097.60 | TAOT 2021-A A3 0.26 05/15/2025 | 26,720.30 | | 26,720.30 |
| 04/16/2024 | Coupon | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | | 77.80 | 77.80 |
| 04/16/2024 | Principal Paydown | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | 10,624.49 | | 10,624.49 |
| 04/16/2024 | Coupon | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | | 143.30 | 143.30 |
| 04/16/2024 | Principal Paydown | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | 10,301.63 | | 10,301.63 |
| 04/22/2024 | Coupon | 3135G03U5 | 1,510,000.00 | FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.625 04/22/2025 | | 4,718.75 | 4,718.75 |
| 04/22/2024 | Coupon | 36265MAC9 | 70,032.75 | GMALT 2022-1 A3 1.9 03/20/2025 | | 110.89 | 110.89 |
| 04/22/2024 | Effective Maturity | 36265MAC9 | 70,032.75 | GMALT 2022-1 A3 1.9 03/20/2025 | 70,032.75 | | 70,032.75 |
| 04/22/2024 | Coupon | 43813GAC5 | 15,007.45 | HAROT 2021-1 A3 0.27 04/21/2025 | | 3.98 | 3.98 |
| 04/22/2024 | Principal Paydown | 43813GAC5 | 15,007.45 | HAROT 2021-1 A3 0.27 04/21/2025 | 7,065.34 | | 7,065.34 |
| 04/22/2024 | Coupon | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | | 121.53 | 121.53 |
| 04/22/2024 | Principal Paydown | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | 15,413.56 | | 15,413.56 |
| 04/22/2024 | Coupon | 4581X0DV7 | 1,915,000.00 | INTER-AMERICAN DEVELOPMENT BANK 0.875 04/20/2026 | | 8,378.12 | 8,378.12 |
| 04/22/2024 | Coupon | 46647PBK1 | 312,000.00 | JPMORGAN CHASE & CO 2.083 04/22/2026 | | 3,249.48 | 3,249.48 |

# CASH FLOW REPORT

City of Brea | Account #120 | As of March 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| 04/22/2024 | Coupon | 61747YER2 | 750,000.00 | MORGAN STANLEY 4.21 04/20/2028 | | 15,787.50 | 15,787.50 |
| 04/23/2024 | Coupon | 06051GHT9 | 900,000.00 | BANK OF AMERICA CORP 3.559 04/23/2027 | | 16,015.50 | 16,015.50 |
| 04/25/2024 | Coupon | 3133EPGW9 | 1,250,000.00 | FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 04/25/2028 | | 24,218.75 | 24,218.75 |
| 04/25/2024 | Coupon | 3137BFE98 | 343,868.09 | FHMS K-041 A2 3.171 10/25/2024 | | 908.67 | 908.67 |
| 04/25/2024 | Coupon | 3137BNGT5 | 1,000,000.00 | FHMS K-054 A2 2.745 01/25/2026 | | 2,287.50 | 2,287.50 |
| 04/25/2024 | Coupon | 3137BQYS0 | 570,000.00 | FHMS K-056 A2 2.525 05/25/2026 | | 1,199.38 | 1,199.38 |
| 04/25/2024 | Coupon | 3137BXQY1 | 1,000,000.00 | FHMS K-064 A2 3.224 03/25/2027 | | 2,686.67 | 2,686.67 |
| 04/25/2024 | Coupon | 3137FCLD4 | 2,000,000.00 | FHMS K-071 A2 3.286 11/25/2027 | | 5,476.67 | 5,476.67 |
| 04/25/2024 | Coupon | 3137FETN0 | 1,500,000.00 | FHMS K-073 A2 3.35 01/25/2028 | | 4,187.50 | 4,187.50 |
| 04/25/2024 | Coupon | 3137FEZU7 | 1,200,000.00 | FHMS K-076 A2 3.9 04/25/2028 | | 3,900.00 | 3,900.00 |
| 04/25/2024 | Coupon | 3137FGR31 | 1,300,000.00 | FHMS K-078 A2 3.854 06/25/2028 | | 4,175.17 | 4,175.17 |
| 04/25/2024 | Coupon | 3137FJKE8 | 600,000.00 | FHMS K-082 A2 3.92 09/25/2028 | | 1,960.00 | 1,960.00 |
| 04/25/2024 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| 04/29/2024 | Coupon | 459058JL8 | 945,000.00 | INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 0.5 10/28/2025 | | 2,362.50 | 2,362.50 |
| 04/30/2024 | Coupon | 9128283D0 | 1,500,000.00 | UNITED STATES TREASURY 2.25 10/31/2024 | | 16,875.00 | 16,875.00 |
| 04/30/2024 | Coupon | 91282CAT8 | 1,900,000.00 | UNITED STATES TREASURY 0.25 10/31/2025 | | 2,375.00 | 2,375.00 |
| 04/30/2024 | Coupon | 91282CJF9 | 600,000.00 | UNITED STATES TREASURY 4.875 10/31/2028 | | 14,625.00 | 14,625.00 |
| **April 2024 Total** | | | | | **234,438.88** | **160,711.00** | **395,149.88** |
| **MAY 2024** | | | | | | | |
| 05/01/2024 | Coupon | 06367WB85 | 826,000.00 | BANK OF MONTREAL 1.85 05/01/2025 | | 7,640.50 | 7,640.50 |
| 05/07/2024 | Coupon | 3135G06G3 | 1,825,000.00 | FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025 | | 4,562.50 | 4,562.50 |
| 05/10/2024 | Coupon | 665859AW4 | 430,000.00 | NORTHERN TRUST CORP 4.0 05/10/2027 | | 8,600.00 | 8,600.00 |
| 05/13/2024 | Coupon | 023135BX3 | 1,455,000.00 | AMAZON.COM INC 1.0 05/12/2026 | | 7,275.00 | 7,275.00 |
| 05/15/2024 | Coupon | 161571HT4 | 965,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 4,149.50 | 4,149.50 |
| 05/15/2024 | Coupon | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | | 569.49 | 569.49 |
| 05/15/2024 | Principal Paydown | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | 28,190.46 | | 28,190.46 |
| 05/15/2024 | Coupon | 44933LAC7 | 63,074.27 | HART 2021-A A3 0.38 09/15/2025 | | 14.78 | 14.78 |
| 05/15/2024 | Principal Paydown | 44933LAC7 | 63,074.27 | HART 2021-A A3 0.38 09/15/2025 | 15,755.78 | | 15,755.78 |
| 05/15/2024 | Coupon | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | | 65.16 | 65.16 |

# CASH FLOW REPORT

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of March 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| 05/15/2024 | Principal Paydown | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | 10,942.38 | | 10,942.38 |
| 05/15/2024 | Coupon | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | | 65.21 | 65.21 |
| 05/15/2024 | Principal Paydown | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | 22,299.57 | | 22,299.57 |
| 05/15/2024 | Coupon | 47800BAC2 | 540,000.00 | JDOT 2022-C A3 5.09 06/15/2027 | | 2,290.50 | 2,290.50 |
| 05/15/2024 | Coupon | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | | 85.25 | 85.25 |
| 05/15/2024 | Principal Paydown | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | 14,564.22 | | 14,564.22 |
| 05/15/2024 | Coupon | 89240BAC2 | 57,097.60 | TAOT 2021-A A3 0.26 05/15/2025 | | 6.51 | 6.51 |
| 05/15/2024 | Principal Paydown | 89240BAC2 | 57,097.60 | TAOT 2021-A A3 0.26 05/15/2025 | 25,226.02 | | 25,226.02 |
| 05/15/2024 | Coupon | 91282CEQ0 | 500,000.00 | UNITED STATES TREASURY 2.75 05/15/2025 | | 6,875.00 | 6,875.00 |
| 05/15/2024 | Coupon | 91324PEC2 | 240,000.00 | UNITEDHEALTH GROUP INC 1.15 05/15/2026 | | 1,380.00 | 1,380.00 |
| 05/15/2024 | Coupon | 91324PEG3 | 430,000.00 | UNITEDHEALTH GROUP INC 3.7 05/15/2027 | | 7,955.00 | 7,955.00 |
| 05/16/2024 | Coupon | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | | 71.78 | 71.78 |
| 05/16/2024 | Principal Paydown | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | 10,171.70 | | 10,171.70 |
| 05/16/2024 | Coupon | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | | 132.48 | 132.48 |
| 05/16/2024 | Principal Paydown | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | 9,648.68 | | 9,648.68 |
| 05/20/2024 | Coupon | 06406HCQ0 | 800,000.00 | BANK OF NEW YORK MELLON CORP 3.95 11/18/2025 | | 15,800.00 | 15,800.00 |
| 05/20/2024 | Coupon | 22160KAM7 | 600,000.00 | COSTCO WHOLESALE CORP 3.0 05/18/2027 | | 9,000.00 | 9,000.00 |
| 05/21/2024 | Coupon | 43813GAC5 | 15,007.45 | HAROT 2021-1 A3 0.27 04/21/2025 | | 2.39 | 2.39 |
| 05/21/2024 | Principal Paydown | 43813GAC5 | 15,007.45 | HAROT 2021-1 A3 0.27 04/21/2025 | 6,857.98 | | 6,857.98 |
| 05/21/2024 | Coupon | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | | 110.23 | 110.23 |
| 05/21/2024 | Principal Paydown | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | 14,859.14 | | 14,859.14 |
| 05/27/2024 | Coupon | 3137BFE98 | 343,868.09 | FHMS K-041 A2 3.171 10/25/2024 | | 906.60 | 906.60 |
| 05/27/2024 | Principal Paydown | 3137BFE98 | 343,868.09 | FHMS K-041 A2 3.171 10/25/2024 | 826.23 | | 826.23 |
| 05/27/2024 | Coupon | 3137BNGT5 | 1,000,000.00 | FHMS K-054 A2 2.745 01/25/2026 | | 2,287.50 | 2,287.50 |
| 05/27/2024 | Coupon | 3137BQYS0 | 570,000.00 | FHMS K-056 A2 2.525 05/25/2026 | | 1,199.38 | 1,199.38 |
| 05/27/2024 | Coupon | 3137BXQY1 | 1,000,000.00 | FHMS K-064 A2 3.224 03/25/2027 | | 2,686.67 | 2,686.67 |
| 05/27/2024 | Coupon | 3137FCLD4 | 2,000,000.00 | FHMS K-071 A2 3.286 11/25/2027 | | 5,476.67 | 5,476.67 |
| 05/27/2024 | Coupon | 3137FETN0 | 1,500,000.00 | FHMS K-073 A2 3.35 01/25/2028 | | 4,187.50 | 4,187.50 |
| 05/27/2024 | Coupon | 3137FEZU7 | 1,200,000.00 | FHMS K-076 A2 3.9 04/25/2028 | | 3,900.00 | 3,900.00 |
| 05/27/2024 | Coupon | 3137FGR31 | 1,300,000.00 | FHMS K-078 A2 3.854 06/25/2028 | | 4,175.17 | 4,175.17 |
| 05/27/2024 | Coupon | 3137FJKE8 | 600,000.00 | FHMS K-082 A2 3.92 09/25/2028 | | 1,960.00 | 1,960.00 |

# CASH FLOW REPORT

City of Brea | Account #120 | As of March 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| 05/27/2024 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| 05/31/2024 | Coupon | 91282CAZ4 | 1,350,000.00 | UNITED STATES TREASURY 0.375 11/30/2025 | | 2,531.25 | 2,531.25 |
| 05/31/2024 | Coupon | 91282CHE4 | 2,425,000.00 | UNITED STATES TREASURY 3.625 05/31/2028 | | 43,953.12 | 43,953.12 |
| 05/31/2024 | Coupon | 91282CJN2 | 625,000.00 | UNITED STATES TREASURY 4.375 11/30/2028 | | 13,671.88 | 13,671.88 |
| **May 2024 Total** | | | | | **159,342.15** | **166,412.00** | **325,754.15** |
| **JUNE 2024** | | | | | | | |
| 06/03/2024 | Coupon | 26442CAS3 | 850,000.00 | DUKE ENERGY CAROLINAS LLC 2.95 12/01/2026 | | 12,537.50 | 12,537.50 |
| 06/10/2024 | Coupon | 3133EPME2 | 850,000.00 | FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 06/08/2028 | | 16,468.75 | 16,468.75 |
| 06/10/2024 | Coupon | 89115A2C5 | 1,100,000.00 | TORONTO-DOMINION BANK 4.108 06/08/2027 | | 22,594.00 | 22,594.00 |
| 06/17/2024 | Coupon | 161571HT4 | 965,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 4,149.50 | 4,149.50 |
| 06/17/2024 | Coupon | 3135G04Z3 | 1,800,000.00 | FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 06/17/2025 | | 4,500.00 | 4,500.00 |
| 06/17/2024 | Coupon | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | | 66.01 | 66.01 |
| 06/17/2024 | Principal Paydown | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | 9,421.54 | | 9,421.54 |
| 06/17/2024 | Coupon | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | | 122.35 | 122.35 |
| 06/17/2024 | Principal Paydown | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | 9,456.21 | | 9,456.21 |
| 06/17/2024 | Coupon | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | | 525.32 | 525.32 |
| 06/17/2024 | Principal Paydown | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | 27,587.78 | | 27,587.78 |
| 06/17/2024 | Coupon | 44933LAC7 | 63,074.27 | HART 2021-A A3 0.38 09/15/2025 | | 9.79 | 9.79 |
| 06/17/2024 | Principal Paydown | 44933LAC7 | 63,074.27 | HART 2021-A A3 0.38 09/15/2025 | 15,394.45 | | 15,394.45 |
| 06/17/2024 | Coupon | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | | 58.41 | 58.41 |
| 06/17/2024 | Principal Paydown | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | 10,696.12 | | 10,696.12 |
| 06/17/2024 | Coupon | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | | 55.55 | 55.55 |
| 06/17/2024 | Principal Paydown | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | 12,791.16 | | 12,791.16 |
| 06/17/2024 | Coupon | 47800BAC2 | 540,000.00 | JDOT 2022-C A3 5.09 06/15/2027 | | 2,290.50 | 2,290.50 |
| 06/17/2024 | Coupon | 74340XCG4 | 575,000.00 | PROLOGIS LP 4.875 06/15/2028 | | 14,015.62 | 14,015.62 |
| 06/17/2024 | Coupon | 756109BS2 | 1,000,000.00 | REALTY INCOME CORP 4.7 12/15/2028 | | 23,500.00 | 23,500.00 |
| 06/17/2024 | Coupon | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | | 76.64 | 76.64 |
| 06/17/2024 | Principal Paydown | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | 13,410.30 | | 13,410.30 |
| 06/17/2024 | Coupon | 89240BAC2 | 57,097.60 | TAOT 2021-A A3 0.26 05/15/2025 | | 1.04 | 1.04 |
| 06/17/2024 | Effective Maturity | 89240BAC2 | 57,097.60 | TAOT 2021-A A3 0.26 05/15/2025 | 4,814.78 | | 4,814.78 |

# CASH FLOW REPORT

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of March 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| 06/17/2024 | Coupon | 91324PDP4 | 650,000.00 | UNITEDHEALTH GROUP INC 3.875 12/15/2028 | | 12,593.75 | 12,593.75 |
| 06/18/2024 | Coupon | 89236TJK2 | 995,000.00 | TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026 | | 5,596.88 | 5,596.88 |
| 06/20/2024 | Coupon | 06051GJD2 | 950,000.00 | BANK OF AMERICA CORP 1.319 06/19/2026 | | 6,265.25 | 6,265.25 |
| 06/21/2024 | Coupon | 43813GAC5 | 15,007.45 | HAROT 2021-1 A3 0.27 04/21/2025 | | 0.84 | 0.84 |
| 06/21/2024 | Effective Maturity | 43813GAC5 | 15,007.45 | HAROT 2021-1 A3 0.27 04/21/2025 | 3,752.79 | | 3,752.79 |
| 06/21/2024 | Coupon | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | | 99.33 | 99.33 |
| 06/21/2024 | Principal Paydown | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | 14,512.26 | | 14,512.26 |
| 06/25/2024 | Coupon | 3137BFE98 | 343,868.09 | FHMS K-041 A2 3.171 10/25/2024 | | 904.42 | 904.42 |
| 06/25/2024 | Principal Paydown | 3137BFE98 | 343,868.09 | FHMS K-041 A2 3.171 10/25/2024 | 786.14 | | 786.14 |
| 06/25/2024 | Coupon | 3137BNGT5 | 1,000,000.00 | FHMS K-054 A2 2.745 01/25/2026 | | 2,287.50 | 2,287.50 |
| 06/25/2024 | Coupon | 3137BQYS0 | 570,000.00 | FHMS K-056 A2 2.525 05/25/2026 | | 1,199.38 | 1,199.38 |
| 06/25/2024 | Coupon | 3137BXQY1 | 1,000,000.00 | FHMS K-064 A2 3.224 03/25/2027 | | 2,686.67 | 2,686.67 |
| 06/25/2024 | Coupon | 3137FCLD4 | 2,000,000.00 | FHMS K-071 A2 3.286 11/25/2027 | | 5,476.67 | 5,476.67 |
| 06/25/2024 | Coupon | 3137FETN0 | 1,500,000.00 | FHMS K-073 A2 3.35 01/25/2028 | | 4,187.50 | 4,187.50 |
| 06/25/2024 | Coupon | 3137FEZU7 | 1,200,000.00 | FHMS K-076 A2 3.9 04/25/2028 | | 3,900.00 | 3,900.00 |
| 06/25/2024 | Coupon | 3137FGR31 | 1,300,000.00 | FHMS K-078 A2 3.854 06/25/2028 | | 4,175.17 | 4,175.17 |
| 06/25/2024 | Coupon | 3137FJKE8 | 600,000.00 | FHMS K-082 A2 3.92 09/25/2028 | | 1,960.00 | 1,960.00 |
| 06/25/2024 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| **June 2024 Total** | | | | | **122,623.53** | **155,129.34** | **277,752.87** |
| **JULY 2024** | | | | | | | |
| 07/01/2024 | Coupon | 91282CEW7 | 2,250,000.00 | UNITED STATES TREASURY 3.25 06/30/2027 | | 36,562.50 | 36,562.50 |
| 07/01/2024 | Coupon | 91282CGC9 | 700,000.00 | UNITED STATES TREASURY 3.875 12/31/2027 | | 13,562.50 | 13,562.50 |
| 07/01/2024 | Coupon | 91282CJR3 | 2,100,000.00 | UNITED STATES TREASURY 3.75 12/31/2028 | | 39,375.00 | 39,375.00 |
| 07/08/2024 | Coupon | 3135G0X24 | 1,875,000.00 | FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.625 01/07/2025 | | 15,234.38 | 15,234.38 |
| 07/15/2024 | Coupon | 161571HT4 | 965,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 4,149.50 | 4,149.50 |
| 07/15/2024 | Coupon | 24422EXB0 | 935,000.00 | JOHN DEERE CAPITAL CORP 4.95 07/14/2028 | | 23,141.25 | 23,141.25 |
| 07/15/2024 | Coupon | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | | 482.10 | 482.10 |
| 07/15/2024 | Principal Paydown | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | 26,906.48 | | 26,906.48 |
| 07/15/2024 | Coupon | 44933LAC7 | 63,074.27 | HART 2021-A A3 0.38 09/15/2025 | | 4.92 | 4.92 |
| 07/15/2024 | Principal Paydown | 44933LAC7 | 63,074.27 | HART 2021-A A3 0.38 09/15/2025 | 14,989.21 | | 14,989.21 |
| 07/15/2024 | Coupon | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | | 51.81 | 51.81 |

# CASH FLOW REPORT

City of Brea | Account #120 | As of March 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| 07/15/2024 | Principal Paydown | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | 10,200.87 | | 10,200.87 |
| 07/15/2024 | Coupon | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | | 50.01 | 50.01 |
| 07/15/2024 | Principal Paydown | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | 9,836.19 | | 9,836.19 |
| 07/15/2024 | Coupon | 47800BAC2 | 540,000.00 | JDOT 2022-C A3 5.09 06/15/2027 | | 2,290.50 | 2,290.50 |
| 07/15/2024 | Coupon | 87612EBM7 | 535,000.00 | TARGET CORP 1.95 01/15/2027 | | 5,216.25 | 5,216.25 |
| 07/15/2024 | Coupon | 89236TJT3 | 810,000.00 | TOYOTA MOTOR CREDIT CORP 1.45 01/13/2025 | | 5,872.50 | 5,872.50 |
| 07/15/2024 | Coupon | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | | 68.70 | 68.70 |
| 07/15/2024 | Principal Paydown | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | 12,238.34 | | 12,238.34 |
| 07/16/2024 | Coupon | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | | 60.67 | 60.67 |
| 07/16/2024 | Principal Paydown | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | 9,154.59 | | 9,154.59 |
| 07/16/2024 | Coupon | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | | 112.42 | 112.42 |
| 07/16/2024 | Principal Paydown | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | 9,220.03 | | 9,220.03 |
| 07/22/2024 | Coupon | 3137EAEU9 | 1,800,000.00 | FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025 | | 3,375.00 | 3,375.00 |
| 07/22/2024 | Coupon | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | | 88.69 | 88.69 |
| 07/22/2024 | Principal Paydown | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | 12,612.98 | | 12,612.98 |
| 07/23/2024 | Coupon | 46647PAM8 | 1,000,000.00 | JPMORGAN CHASE & CO 3.509 01/23/2029 | | 17,545.00 | 17,545.00 |
| 07/25/2024 | Coupon | 3137BFE98 | 343,868.09 | FHMS K-041 A2 3.171 10/25/2024 | | 902.34 | 902.34 |
| 07/25/2024 | Principal Paydown | 3137BFE98 | 343,868.09 | FHMS K-041 A2 3.171 10/25/2024 | 828.29 | | 828.29 |
| 07/25/2024 | Coupon | 3137BNGT5 | 1,000,000.00 | FHMS K-054 A2 2.745 01/25/2026 | | 2,287.50 | 2,287.50 |
| 07/25/2024 | Coupon | 3137BQYS0 | 570,000.00 | FHMS K-056 A2 2.525 05/25/2026 | | 1,199.38 | 1,199.38 |
| 07/25/2024 | Coupon | 3137BXQY1 | 1,000,000.00 | FHMS K-064 A2 3.224 03/25/2027 | | 2,686.67 | 2,686.67 |
| 07/25/2024 | Coupon | 3137FCLD4 | 2,000,000.00 | FHMS K-071 A2 3.286 11/25/2027 | | 5,476.67 | 5,476.67 |
| 07/25/2024 | Coupon | 3137FETN0 | 1,500,000.00 | FHMS K-073 A2 3.35 01/25/2028 | | 4,187.50 | 4,187.50 |
| 07/25/2024 | Coupon | 3137FEZU7 | 1,200,000.00 | FHMS K-076 A2 3.9 04/25/2028 | | 3,900.00 | 3,900.00 |
| 07/25/2024 | Coupon | 3137FGR31 | 1,300,000.00 | FHMS K-078 A2 3.854 06/25/2028 | | 4,175.17 | 4,175.17 |
| 07/25/2024 | Coupon | 3137FJKE8 | 600,000.00 | FHMS K-082 A2 3.92 09/25/2028 | | 1,960.00 | 1,960.00 |
| 07/25/2024 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| 07/31/2024 | Coupon | 91282CFB2 | 600,000.00 | UNITED STATES TREASURY 2.75 07/31/2027 | | 8,250.00 | 8,250.00 |
| 07/31/2024 | Coupon | 91282CGH8 | 2,500,000.00 | UNITED STATES TREASURY 3.5 01/31/2028 | | 43,750.00 | 43,750.00 |
| 07/31/2024 | Coupon | 91282CJW2 | 1,500,000.00 | UNITED STATES TREASURY 4.0 01/31/2029 | | 30,000.00 | 30,000.00 |
| **July 2024 Total** | | | | | **105,986.97** | **278,843.92** | **384,830.89** |

# CASH FLOW REPORT

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of March 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| **AUGUST 2024** | | | | | | | |
| 08/01/2024 | Coupon | 78016HZS2 | 650,000.00 | ROYAL BANK OF CANADA 5.2 08/01/2028 | | 16,900.00 | 16,900.00 |
| 08/05/2024 | Coupon | 89788MAA0 | 650,000.00 | TRUIST FINANCIAL CORP 1.2 08/05/2025 | | 3,900.00 | 3,900.00 |
| 08/12/2024 | Coupon | 3137EAEP0 | 1,920,000.00 | FEDERAL HOME LOAN MORTGAGE CORP 1.5 02/12/2025 | | 14,400.00 | 14,400.00 |
| 08/15/2024 | Coupon | 161571HT4 | 965,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 4,149.50 | 4,149.50 |
| 08/15/2024 | Coupon | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | | 439.95 | 439.95 |
| 08/15/2024 | Principal Paydown | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | 26,028.07 | | 26,028.07 |
| 08/15/2024 | Coupon | 44933LAC7 | 63,074.27 | HART 2021-A A3 0.38 09/15/2025 | | 0.17 | 0.17 |
| 08/15/2024 | Effective Maturity | 44933LAC7 | 63,074.27 | HART 2021-A A3 0.38 09/15/2025 | 542.60 | | 542.60 |
| 08/15/2024 | Coupon | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | | 45.52 | 45.52 |
| 08/15/2024 | Principal Paydown | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | 9,851.56 | | 9,851.56 |
| 08/15/2024 | Coupon | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | | 45.75 | 45.75 |
| 08/15/2024 | Principal Paydown | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | 10,367.96 | | 10,367.96 |
| 08/15/2024 | Coupon | 47800BAC2 | 540,000.00 | JDOT 2022-C A3 5.09 06/15/2027 | | 2,290.50 | 2,290.50 |
| 08/15/2024 | Coupon | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | | 61.46 | 61.46 |
| 08/15/2024 | Principal Paydown | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | 11,847.49 | | 11,847.49 |
| 08/15/2024 | Coupon | 912828D56 | 300,000.00 | UNITED STATES TREASURY 2.375 08/15/2024 | | 3,562.50 | 3,562.50 |
| 08/15/2024 | Final Maturity | 912828D56 | 300,000.00 | UNITED STATES TREASURY 2.375 08/15/2024 | 300,000.00 | | 300,000.00 |
| 08/16/2024 | Coupon | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | | 55.49 | 55.49 |
| 08/16/2024 | Principal Paydown | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | 8,875.43 | | 8,875.43 |
| 08/16/2024 | Coupon | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | | 102.74 | 102.74 |
| 08/16/2024 | Principal Paydown | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | 8,755.49 | | 8,755.49 |
| 08/21/2024 | Coupon | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | | 79.44 | 79.44 |
| 08/21/2024 | Principal Paydown | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | 12,203.64 | | 12,203.64 |
| 08/26/2024 | Coupon | 17275RBR2 | 490,000.00 | CISCO SYSTEMS INC 4.85 02/26/2029 | | 11,882.50 | 11,882.50 |
| 08/26/2024 | Coupon | 3135G05X7 | 1,800,000.00 | FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025 | | 3,375.00 | 3,375.00 |
| 08/26/2024 | Coupon | 3137BFE98 | 343,868.09 | FHMS K-041 A2 3.171 10/25/2024 | | 900.15 | 900.15 |
| 08/26/2024 | Principal Paydown | 3137BFE98 | 343,868.09 | FHMS K-041 A2 3.171 10/25/2024 | 87,252.25 | | 87,252.25 |
| 08/26/2024 | Coupon | 3137BNGT5 | 1,000,000.00 | FHMS K-054 A2 2.745 01/25/2026 | | 2,287.50 | 2,287.50 |
| 08/26/2024 | Coupon | 3137BQYS0 | 570,000.00 | FHMS K-056 A2 2.525 05/25/2026 | | 1,199.38 | 1,199.38 |

# CASH FLOW REPORT

City of Brea | Account #120 | As of March 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| 08/26/2024 | Coupon | 3137BXQY1 | 1,000,000.00 | FHMS K-064 A2 3.224 03/25/2027 | | 2,686.67 | 2,686.67 |
| 08/26/2024 | Coupon | 3137FCLD4 | 2,000,000.00 | FHMS K-071 A2 3.286 11/25/2027 | | 5,476.67 | 5,476.67 |
| 08/26/2024 | Coupon | 3137FETN0 | 1,500,000.00 | FHMS K-073 A2 3.35 01/25/2028 | | 4,187.50 | 4,187.50 |
| 08/26/2024 | Coupon | 3137FEZU7 | 1,200,000.00 | FHMS K-076 A2 3.9 04/25/2028 | | 3,900.00 | 3,900.00 |
| 08/26/2024 | Coupon | 3137FGR31 | 1,300,000.00 | FHMS K-078 A2 3.854 06/25/2028 | | 4,175.17 | 4,175.17 |
| 08/26/2024 | Coupon | 3137FJKE8 | 600,000.00 | FHMS K-082 A2 3.92 09/25/2028 | | 1,960.00 | 1,960.00 |
| 08/26/2024 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| 08/27/2024 | Coupon | 14913UAJ9 | 1,000,000.00 | CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029 | | 24,250.00 | 24,250.00 |
| **August 2024 Total** | | | | | **475,724.49** | **115,138.54** | **590,863.04** |
| **SEPTEMBER 2024** | | | | | | | |
| 09/03/2024 | Coupon | 74456QBX3 | 1,200,000.00 | PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028 | | 21,900.00 | 21,900.00 |
| 09/03/2024 | Coupon | 808513BY0 | 750,000.00 | CHARLES SCHWAB CORP 2.45 03/03/2027 | | 9,187.50 | 9,187.50 |
| 09/03/2024 | Coupon | 912828ZC7 | 2,000,000.00 | UNITED STATES TREASURY 1.125 02/28/2025 | | 11,250.00 | 11,250.00 |
| 09/03/2024 | Coupon | 91282CCW9 | 480,000.00 | UNITED STATES TREASURY 0.75 08/31/2026 | | 1,800.00 | 1,800.00 |
| 09/03/2024 | Coupon | 91282CFH9 | 1,950,000.00 | UNITED STATES TREASURY 3.125 08/31/2027 | | 30,468.75 | 30,468.75 |
| 09/03/2024 | Coupon | 91282CGP0 | 2,500,000.00 | UNITED STATES TREASURY 4.0 02/29/2028 | | 50,000.00 | 50,000.00 |
| 09/03/2024 | Coupon | 91282CHX2 | 400,000.00 | UNITED STATES TREASURY 4.375 08/31/2028 | | 8,750.00 | 8,750.00 |
| 09/09/2024 | Coupon | 3130AWTR1 | 2,000,000.00 | FEDERAL HOME LOAN BANKS 4.375 09/08/2028 | | 43,750.00 | 43,750.00 |
| 09/09/2024 | Coupon | 57636QAW4 | 595,000.00 | MASTERCARD INC 4.875 03/09/2028 | | 14,503.12 | 14,503.12 |
| 09/11/2024 | Coupon | 037833DN7 | 450,000.00 | APPLE INC 2.05 09/11/2026 | | 4,612.50 | 4,612.50 |
| 09/16/2024 | Coupon | 00440EAS6 | 1,250,000.00 | CHUBB INA HOLDINGS INC 3.15 03/15/2025 | | 19,687.50 | 19,687.50 |
| 09/16/2024 | Coupon | 06368FAC3 | 500,000.00 | BANK OF MONTREAL 1.25 09/15/2026 | | 3,125.00 | 3,125.00 |
| 09/16/2024 | Coupon | 084664CZ2 | 1,080,000.00 | BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027 | | 12,420.00 | 12,420.00 |
| 09/16/2024 | Coupon | 161571HT4 | 965,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 4,149.50 | 4,149.50 |
| 09/16/2024 | Coupon | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | | 50.46 | 50.46 |
| 09/16/2024 | Principal Paydown | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | 8,682.80 | | 8,682.80 |
| 09/16/2024 | Coupon | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | | 93.55 | 93.55 |
| 09/16/2024 | Principal Paydown | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | 8,552.66 | | 8,552.66 |
| 09/16/2024 | Coupon | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | | 399.17 | 399.17 |

# CASH FLOW REPORT

City of Brea | Account #120 | As of March 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| 09/16/2024 | Principal Paydown | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | 25,371.44 | | 25,371.44 |
| 09/16/2024 | Coupon | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | | 39.45 | 39.45 |
| 09/16/2024 | Principal Paydown | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | 9,615.40 | | 9,615.40 |
| 09/16/2024 | Coupon | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | | 41.25 | 41.25 |
| 09/16/2024 | Principal Paydown | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | 10,207.15 | | 10,207.15 |
| 09/16/2024 | Coupon | 47800BAC2 | 540,000.00 | JDOT 2022-C A3 5.09 06/15/2027 | | 2,290.50 | 2,290.50 |
| 09/16/2024 | Coupon | 74340XBX8 | 500,000.00 | PROLOGIS LP 4.0 09/15/2028 | | 10,000.00 | 10,000.00 |
| 09/16/2024 | Coupon | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | | 54.45 | 54.45 |
| 09/16/2024 | Principal Paydown | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | 11,565.07 | | 11,565.07 |
| 09/16/2024 | Coupon | 91282CED9 | 2,150,000.00 | UNITED STATES TREASURY 1.75 03/15/2025 | | 18,812.50 | 18,812.50 |
| 09/17/2024 | Coupon | 931142ER0 | 235,000.00 | WALMART INC 1.05 09/17/2026 | | 1,233.75 | 1,233.75 |
| 09/23/2024 | Coupon | 3137EAEX3 | 1,805,000.00 | FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025 | | 3,384.38 | 3,384.38 |
| 09/23/2024 | Coupon | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | | 70.49 | 70.49 |
| 09/23/2024 | Principal Paydown | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | 11,892.44 | | 11,892.44 |
| 09/25/2024 | Coupon | 3137BFE98 | 343,868.09 | FHMS K-041 A2 3.171 10/25/2024 | | 669.59 | 669.59 |
| 09/25/2024 | Principal Paydown | 3137BFE98 | 343,868.09 | FHMS K-041 A2 3.171 10/25/2024 | 123,933.88 | | 123,933.88 |
| 09/25/2024 | Coupon | 3137BNGT5 | 1,000,000.00 | FHMS K-054 A2 2.745 01/25/2026 | | 2,287.50 | 2,287.50 |
| 09/25/2024 | Coupon | 3137BQYS0 | 570,000.00 | FHMS K-056 A2 2.525 05/25/2026 | | 1,199.38 | 1,199.38 |
| 09/25/2024 | Coupon | 3137BXQY1 | 1,000,000.00 | FHMS K-064 A2 3.224 03/25/2027 | | 2,686.67 | 2,686.67 |
| 09/25/2024 | Coupon | 3137FCLD4 | 2,000,000.00 | FHMS K-071 A2 3.286 11/25/2027 | | 5,476.67 | 5,476.67 |
| 09/25/2024 | Coupon | 3137FETN0 | 1,500,000.00 | FHMS K-073 A2 3.35 01/25/2028 | | 4,187.50 | 4,187.50 |
| 09/25/2024 | Coupon | 3137FEZU7 | 1,200,000.00 | FHMS K-076 A2 3.9 04/25/2028 | | 3,900.00 | 3,900.00 |
| 09/25/2024 | Coupon | 3137FGR31 | 1,300,000.00 | FHMS K-078 A2 3.854 06/25/2028 | | 4,175.17 | 4,175.17 |
| 09/25/2024 | Coupon | 3137FJKE8 | 600,000.00 | FHMS K-082 A2 3.92 09/25/2028 | | 1,960.00 | 1,960.00 |
| 09/25/2024 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| 09/30/2024 | Coupon | 91282CAM3 | 1,900,000.00 | UNITED STATES TREASURY 0.25 09/30/2025 | | 2,375.00 | 2,375.00 |
| 09/30/2024 | Coupon | 91282CCZ2 | 2,820,000.00 | UNITED STATES TREASURY 0.875 09/30/2026 | | 12,337.50 | 12,337.50 |
| **September 2024 Total** | | | | | **209,820.84** | **316,153.78** | **525,974.62** |
| **OCTOBER 2024** | | | | | | | |
| 10/15/2024 | Coupon | 161571HT4 | 965,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 4,149.50 | 4,149.50 |
| 10/15/2024 | Coupon | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | | 359.42 | 359.42 |

# CASH FLOW REPORT

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of March 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| 10/15/2024 | Principal Paydown | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | 24,439.58 | | 24,439.58 |
| 10/15/2024 | Coupon | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | | 33.52 | 33.52 |
| 10/15/2024 | Principal Paydown | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | 9,253.59 | | 9,253.59 |
| 10/15/2024 | Coupon | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | | 36.83 | 36.83 |
| 10/15/2024 | Principal Paydown | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | 10,643.67 | | 10,643.67 |
| 10/15/2024 | Coupon | 47800BAC2 | 540,000.00 | JDOT 2022-C A3 5.09 06/15/2027 | | 2,290.50 | 2,290.50 |
| 10/15/2024 | Principal Paydown | 47800BAC2 | 540,000.00 | JDOT 2022-C A3 5.09 06/15/2027 | 11,765.77 | | 11,765.77 |
| 10/15/2024 | Coupon | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | | 47.61 | 47.61 |
| 10/15/2024 | Principal Paydown | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | 11,145.46 | | 11,145.46 |
| 10/16/2024 | Coupon | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | | 45.54 | 45.54 |
| 10/16/2024 | Principal Paydown | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | 8,377.49 | | 8,377.49 |
| 10/16/2024 | Coupon | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | | 84.57 | 84.57 |
| 10/16/2024 | Principal Paydown | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | 8,209.22 | | 8,209.22 |
| 10/21/2024 | Coupon | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | | 61.77 | 61.77 |
| 10/21/2024 | Principal Paydown | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | 11,463.05 | | 11,463.05 |
| 10/21/2024 | Coupon | 4581X0DV7 | 1,915,000.00 | INTER-AMERICAN DEVELOPMENT BANK 0.875 04/20/2026 | | 8,378.12 | 8,378.12 |
| 10/21/2024 | Coupon | 61747YER2 | 750,000.00 | MORGAN STANLEY 4.21 04/20/2028 | | 15,787.50 | 15,787.50 |
| 10/22/2024 | Coupon | 3135G03U5 | 1,510,000.00 | FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.625 04/22/2025 | | 4,718.75 | 4,718.75 |
| 10/22/2024 | Coupon | 46647PBK1 | 312,000.00 | JPMORGAN CHASE & CO 2.083 04/22/2026 | | 3,249.48 | 3,249.48 |
| 10/23/2024 | Coupon | 06051GHT9 | 900,000.00 | BANK OF AMERICA CORP 3.559 04/23/2027 | | 16,015.50 | 16,015.50 |
| 10/25/2024 | Coupon | 3133EPGW9 | 1,250,000.00 | FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 04/25/2028 | | 24,218.75 | 24,218.75 |
| 10/25/2024 | Coupon | 3137BFE98 | 343,868.09 | FHMS K-041 A2 3.171 10/25/2024 | | 342.09 | 342.09 |
| 10/25/2024 | Final Maturity | 3137BFE98 | 343,868.09 | FHMS K-041 A2 3.171 10/25/2024 | 129,457.62 | | 129,457.62 |
| 10/25/2024 | Coupon | 3137BNGT5 | 1,000,000.00 | FHMS K-054 A2 2.745 01/25/2026 | | 2,287.50 | 2,287.50 |
| 10/25/2024 | Coupon | 3137BQYS0 | 570,000.00 | FHMS K-056 A2 2.525 05/25/2026 | | 1,199.38 | 1,199.38 |
| 10/25/2024 | Coupon | 3137BXQY1 | 1,000,000.00 | FHMS K-064 A2 3.224 03/25/2027 | | 2,686.67 | 2,686.67 |
| 10/25/2024 | Coupon | 3137FCLD4 | 2,000,000.00 | FHMS K-071 A2 3.286 11/25/2027 | | 5,476.67 | 5,476.67 |
| 10/25/2024 | Coupon | 3137FETN0 | 1,500,000.00 | FHMS K-073 A2 3.35 01/25/2028 | | 4,187.50 | 4,187.50 |
| 10/25/2024 | Coupon | 3137FEZU7 | 1,200,000.00 | FHMS K-076 A2 3.9 04/25/2028 | | 3,900.00 | 3,900.00 |

# CASH FLOW REPORT

City of Brea | Account #120 | As of March 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| 10/25/2024 | Coupon | 3137FGR31 | 1,300,000.00 | FHMS K-078 A2 3.854 06/25/2028 | | 4,175.17 | 4,175.17 |
| 10/25/2024 | Coupon | 3137FJKE8 | 600,000.00 | FHMS K-082 A2 3.92 09/25/2028 | | 1,960.00 | 1,960.00 |
| 10/25/2024 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| 10/28/2024 | Coupon | 459058JL8 | 945,000.00 | INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 0.5 10/28/2025 | | 2,362.50 | 2,362.50 |
| 10/31/2024 | Coupon | 9128283D0 | 1,500,000.00 | UNITED STATES TREASURY 2.25 10/31/2024 | | 16,875.00 | 16,875.00 |
| 10/31/2024 | Final Maturity | 9128283D0 | 1,500,000.00 | UNITED STATES TREASURY 2.25 10/31/2024 | 1,500,000.00 | | 1,500,000.00 |
| 10/31/2024 | Coupon | 91282CAT8 | 1,900,000.00 | UNITED STATES TREASURY 0.25 10/31/2025 | | 2,375.00 | 2,375.00 |
| 10/31/2024 | Coupon | 91282CJF9 | 600,000.00 | UNITED STATES TREASURY 4.875 10/31/2028 | | 14,625.00 | 14,625.00 |
| **October 2024 Total** | | | | | **1,724,755.45** | **144,754.82** | **1,869,510.27** |
| **NOVEMBER 2024** | | | | | | | |
| 11/01/2024 | Coupon | 06367WB85 | 826,000.00 | BANK OF MONTREAL 1.85 05/01/2025 | | 7,640.50 | 7,640.50 |
| 11/07/2024 | Coupon | 3135G06G3 | 1,825,000.00 | FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025 | | 4,562.50 | 4,562.50 |
| 11/12/2024 | Coupon | 023135BX3 | 1,455,000.00 | AMAZON.COM INC 1.0 05/12/2026 | | 7,275.00 | 7,275.00 |
| 11/12/2024 | Coupon | 665859AW4 | 430,000.00 | NORTHERN TRUST CORP 4.0 05/10/2027 | | 8,600.00 | 8,600.00 |
| 11/15/2024 | Coupon | 161571HT4 | 965,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 4,149.50 | 4,149.50 |
| 11/15/2024 | Coupon | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | | 321.13 | 321.13 |
| 11/15/2024 | Principal Paydown | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | 22,391.77 | | 22,391.77 |
| 11/15/2024 | Coupon | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | | 27.81 | 27.81 |
| 11/15/2024 | Principal Paydown | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | 9,035.82 | | 9,035.82 |
| 11/15/2024 | Coupon | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | | 32.22 | 32.22 |
| 11/15/2024 | Principal Paydown | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | 12,646.40 | | 12,646.40 |
| 11/15/2024 | Coupon | 47800BAC2 | 540,000.00 | JDOT 2022-C A3 5.09 06/15/2027 | | 2,240.59 | 2,240.59 |
| 11/15/2024 | Principal Paydown | 47800BAC2 | 540,000.00 | JDOT 2022-C A3 5.09 06/15/2027 | 25,400.07 | | 25,400.07 |
| 11/15/2024 | Coupon | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | | 41.01 | 41.01 |
| 11/15/2024 | Principal Paydown | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | 10,886.45 | | 10,886.45 |
| 11/15/2024 | Coupon | 91282CEQ0 | 500,000.00 | UNITED STATES TREASURY 2.75 05/15/2025 | | 6,875.00 | 6,875.00 |
| 11/15/2024 | Coupon | 91324PEC2 | 240,000.00 | UNITEDHEALTH GROUP INC 1.15 05/15/2026 | | 1,380.00 | 1,380.00 |
| 11/15/2024 | Coupon | 91324PEG3 | 430,000.00 | UNITEDHEALTH GROUP INC 3.7 05/15/2027 | | 7,955.00 | 7,955.00 |
| 11/18/2024 | Coupon | 06406HCQ0 | 800,000.00 | BANK OF NEW YORK MELLON CORP 3.95 11/18/2025 | | 15,800.00 | 15,800.00 |

# CASH FLOW REPORT

City of Brea | Account #120 | As of March 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| 11/18/2024 | Coupon | 22160KAM7 | 600,000.00 | COSTCO WHOLESALE CORP 3.0 05/18/2027 | | 9,000.00 | 9,000.00 |
| 11/18/2024 | Coupon | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | | 40.79 | 40.79 |
| 11/18/2024 | Principal Paydown | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | 8,198.04 | | 8,198.04 |
| 11/18/2024 | Coupon | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | | 75.95 | 75.95 |
| 11/18/2024 | Principal Paydown | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | 8,020.17 | | 8,020.17 |
| 11/21/2024 | Coupon | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | | 53.36 | 53.36 |
| 11/21/2024 | Principal Paydown | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | 11,176.76 | | 11,176.76 |
| 11/25/2024 | Coupon | 3137BNGT5 | 1,000,000.00 | FHMS K-054 A2 2.745 01/25/2026 | | 2,287.50 | 2,287.50 |
| 11/25/2024 | Coupon | 3137BQYS0 | 570,000.00 | FHMS K-056 A2 2.525 05/25/2026 | | 1,199.38 | 1,199.38 |
| 11/25/2024 | Coupon | 3137BXQY1 | 1,000,000.00 | FHMS K-064 A2 3.224 03/25/2027 | | 2,686.67 | 2,686.67 |
| 11/25/2024 | Coupon | 3137FCLD4 | 2,000,000.00 | FHMS K-071 A2 3.286 11/25/2027 | | 5,476.67 | 5,476.67 |
| 11/25/2024 | Coupon | 3137FETN0 | 1,500,000.00 | FHMS K-073 A2 3.35 01/25/2028 | | 4,187.50 | 4,187.50 |
| 11/25/2024 | Coupon | 3137FEZU7 | 1,200,000.00 | FHMS K-076 A2 3.9 04/25/2028 | | 3,900.00 | 3,900.00 |
| 11/25/2024 | Coupon | 3137FGR31 | 1,300,000.00 | FHMS K-078 A2 3.854 06/25/2028 | | 4,175.17 | 4,175.17 |
| 11/25/2024 | Coupon | 3137FJKE8 | 600,000.00 | FHMS K-082 A2 3.92 09/25/2028 | | 1,960.00 | 1,960.00 |
| 11/25/2024 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| **November 2024 Total** | | | | | **107,755.48** | **104,768.25** | **212,523.72** |
| **DECEMBER 2024** | | | | | | | |
| 12/02/2024 | Coupon | 26442CAS3 | 850,000.00 | DUKE ENERGY CAROLINAS LLC 2.95 12/01/2026 | | 12,537.50 | 12,537.50 |
| 12/02/2024 | Coupon | 91282CAZ4 | 1,350,000.00 | UNITED STATES TREASURY 0.375 11/30/2025 | | 2,531.25 | 2,531.25 |
| 12/02/2024 | Coupon | 91282CHE4 | 2,425,000.00 | UNITED STATES TREASURY 3.625 05/31/2028 | | 43,953.12 | 43,953.12 |
| 12/02/2024 | Coupon | 91282CJN2 | 625,000.00 | UNITED STATES TREASURY 4.375 11/30/2028 | | 13,671.88 | 13,671.88 |
| 12/09/2024 | Coupon | 3133EPME2 | 850,000.00 | FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 06/08/2028 | | 16,468.75 | 16,468.75 |
| 12/09/2024 | Coupon | 89115A2C5 | 1,100,000.00 | TORONTO-DOMINION BANK 4.108 06/08/2027 | | 22,594.00 | 22,594.00 |
| 12/16/2024 | Coupon | 161571HT4 | 965,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 4,149.50 | 4,149.50 |
| 12/16/2024 | Coupon | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | | 36.14 | 36.14 |
| 12/16/2024 | Principal Paydown | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | 7,832.90 | | 7,832.90 |
| 12/16/2024 | Coupon | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | | 67.53 | 67.53 |
| 12/16/2024 | Principal Paydown | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | 7,603.12 | | 7,603.12 |
| 12/16/2024 | Coupon | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | | 286.05 | 286.05 |
| 12/16/2024 | Principal Paydown | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | 21,390.00 | | 21,390.00 |

# CASH FLOW REPORT

City of Brea | Account #120 | As of March 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| 12/16/2024 | Coupon | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | | 22.24 | 22.24 |
| 12/16/2024 | Principal Paydown | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | 8,618.65 | | 8,618.65 |
| 12/16/2024 | Coupon | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | | 26.74 | 26.74 |
| 12/16/2024 | Principal Paydown | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | 9,031.46 | | 9,031.46 |
| 12/16/2024 | Coupon | 47800BAC2 | 540,000.00 | JDOT 2022-C A3 5.09 06/15/2027 | | 2,132.85 | 2,132.85 |
| 12/16/2024 | Principal Paydown | 47800BAC2 | 540,000.00 | JDOT 2022-C A3 5.09 06/15/2027 | 20,427.88 | | 20,427.88 |
| 12/16/2024 | Coupon | 74340XCG4 | 575,000.00 | PROLOGIS LP 4.875 06/15/2028 | | 14,015.62 | 14,015.62 |
| 12/16/2024 | Coupon | 756109BS2 | 1,000,000.00 | REALTY INCOME CORP 4.7 12/15/2028 | | 23,500.00 | 23,500.00 |
| 12/16/2024 | Coupon | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | | 34.57 | 34.57 |
| 12/16/2024 | Principal Paydown | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | 10,412.40 | | 10,412.40 |
| 12/16/2024 | Coupon | 91324PDP4 | 650,000.00 | UNITEDHEALTH GROUP INC 3.875 12/15/2028 | | 12,593.75 | 12,593.75 |
| 12/17/2024 | Coupon | 3135G04Z3 | 1,800,000.00 | FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 06/17/2025 | | 4,500.00 | 4,500.00 |
| 12/18/2024 | Coupon | 89236TJK2 | 995,000.00 | TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026 | | 5,596.88 | 5,596.88 |
| 12/19/2024 | Coupon | 06051GJD2 | 950,000.00 | BANK OF AMERICA CORP 1.319 06/19/2026 | | 6,265.25 | 6,265.25 |
| 12/23/2024 | Coupon | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | | 45.16 | 45.16 |
| 12/23/2024 | Principal Paydown | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | 10,708.47 | | 10,708.47 |
| 12/25/2024 | Coupon | 3137BNGT5 | 1,000,000.00 | FHMS K-054 A2 2.745 01/25/2026 | | 2,287.50 | 2,287.50 |
| 12/25/2024 | Coupon | 3137BQYS0 | 570,000.00 | FHMS K-056 A2 2.525 05/25/2026 | | 1,199.38 | 1,199.38 |
| 12/25/2024 | Coupon | 3137BXQY1 | 1,000,000.00 | FHMS K-064 A2 3.224 03/25/2027 | | 2,686.67 | 2,686.67 |
| 12/25/2024 | Coupon | 3137FCLD4 | 2,000,000.00 | FHMS K-071 A2 3.286 11/25/2027 | | 5,476.67 | 5,476.67 |
| 12/25/2024 | Coupon | 3137FETN0 | 1,500,000.00 | FHMS K-073 A2 3.35 01/25/2028 | | 4,187.50 | 4,187.50 |
| 12/25/2024 | Coupon | 3137FEZU7 | 1,200,000.00 | FHMS K-076 A2 3.9 04/25/2028 | | 3,900.00 | 3,900.00 |
| 12/25/2024 | Coupon | 3137FGR31 | 1,300,000.00 | FHMS K-078 A2 3.854 06/25/2028 | | 4,175.17 | 4,175.17 |
| 12/25/2024 | Coupon | 3137FJKE8 | 600,000.00 | FHMS K-082 A2 3.92 09/25/2028 | | 1,960.00 | 1,960.00 |
| 12/25/2024 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| 12/31/2024 | Coupon | 91282CEW7 | 2,250,000.00 | UNITED STATES TREASURY 3.25 06/30/2027 | | 36,562.50 | 36,562.50 |
| 12/31/2024 | Coupon | 91282CGC9 | 700,000.00 | UNITED STATES TREASURY 3.875 12/31/2027 | | 13,562.50 | 13,562.50 |
| 12/31/2024 | Coupon | 91282CJR3 | 2,100,000.00 | UNITED STATES TREASURY 3.75 12/31/2028 | | 39,375.00 | 39,375.00 |
| **December 2024 Total** | | | | | **96,024.87** | **303,226.67** | **399,251.54** |
| **JANUARY 2025** | | | | | | | |

# CASH FLOW REPORT

CHANDLER ASSET MANAGEMENT

City of Brea | Account #120 | As of March 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| 01/07/2025 | Coupon | 3135G0X24 | 1,875,000.00 | FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.625 01/07/2025 | | 15,234.38 | 15,234.38 |
| 01/07/2025 | Final Maturity | 3135G0X24 | 1,875,000.00 | FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.625 01/07/2025 | 1,875,000.00 | | 1,875,000.00 |
| 01/13/2025 | Coupon | 89236TJT3 | 810,000.00 | TOYOTA MOTOR CREDIT CORP 1.45 01/13/2025 | | 5,872.50 | 5,872.50 |
| 01/13/2025 | Final Maturity | 89236TJT3 | 810,000.00 | TOYOTA MOTOR CREDIT CORP 1.45 01/13/2025 | 810,000.00 | | 810,000.00 |
| 01/14/2025 | Coupon | 24422EXB0 | 935,000.00 | JOHN DEERE CAPITAL CORP 4.95 07/14/2028 | | 23,141.25 | 23,141.25 |
| 01/15/2025 | Coupon | 161571HT4 | 965,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 4,149.50 | 4,149.50 |
| 01/15/2025 | Coupon | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | | 252.54 | 252.54 |
| 01/15/2025 | Principal Paydown | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | 20,947.68 | | 20,947.68 |
| 01/15/2025 | Coupon | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | | 16.93 | 16.93 |
| 01/15/2025 | Principal Paydown | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | 8,454.20 | | 8,454.20 |
| 01/15/2025 | Coupon | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | | 22.82 | 22.82 |
| 01/15/2025 | Principal Paydown | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | 16,325.95 | | 16,325.95 |
| 01/15/2025 | Coupon | 47800BAC2 | 540,000.00 | JDOT 2022-C A3 5.09 06/15/2027 | | 2,046.21 | 2,046.21 |
| 01/15/2025 | Principal Paydown | 47800BAC2 | 540,000.00 | JDOT 2022-C A3 5.09 06/15/2027 | 34,275.27 | | 34,275.27 |
| 01/15/2025 | Coupon | 87612EBM7 | 535,000.00 | TARGET CORP 1.95 01/15/2027 | | 5,216.25 | 5,216.25 |
| 01/15/2025 | Coupon | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | | 28.41 | 28.41 |
| 01/15/2025 | Principal Paydown | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | 10,215.82 | | 10,215.82 |
| 01/16/2025 | Coupon | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | | 31.71 | 31.71 |
| 01/16/2025 | Principal Paydown | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | 7,708.93 | | 7,708.93 |
| 01/16/2025 | Coupon | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | | 59.54 | 59.54 |
| 01/16/2025 | Principal Paydown | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | 7,464.97 | | 7,464.97 |
| 01/21/2025 | Coupon | 3137EAEU9 | 1,800,000.00 | FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025 | | 3,375.00 | 3,375.00 |
| 01/21/2025 | Coupon | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | | 37.31 | 37.31 |
| 01/21/2025 | Principal Paydown | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | 10,482.14 | | 10,482.14 |
| 01/23/2025 | Coupon | 46647PAM8 | 1,000,000.00 | JPMORGAN CHASE & CO 3.509 01/23/2029 | | 17,545.00 | 17,545.00 |
| 01/27/2025 | Coupon | 3137BNGT5 | 1,000,000.00 | FHMS K-054 A2 2.745 01/25/2026 | | 2,287.50 | 2,287.50 |
| 01/27/2025 | Principal Paydown | 3137BNGT5 | 1,000,000.00 | FHMS K-054 A2 2.745 01/25/2026 | 28,385.03 | | 28,385.03 |
| 01/27/2025 | Coupon | 3137BQYS0 | 570,000.00 | FHMS K-056 A2 2.525 05/25/2026 | | 1,199.38 | 1,199.38 |
| 01/27/2025 | Coupon | 3137BXQY1 | 1,000,000.00 | FHMS K-064 A2 3.224 03/25/2027 | | 2,686.67 | 2,686.67 |

# CASH FLOW REPORT

City of Brea | Account #120 | As of March 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| 01/27/2025 | Coupon | 3137FCLD4 | 2,000,000.00 | FHMS K-071 A2 3.286 11/25/2027 | | 5,476.67 | 5,476.67 |
| 01/27/2025 | Coupon | 3137FETN0 | 1,500,000.00 | FHMS K-073 A2 3.35 01/25/2028 | | 4,187.50 | 4,187.50 |
| 01/27/2025 | Coupon | 3137FEZU7 | 1,200,000.00 | FHMS K-076 A2 3.9 04/25/2028 | | 3,900.00 | 3,900.00 |
| 01/27/2025 | Coupon | 3137FGR31 | 1,300,000.00 | FHMS K-078 A2 3.854 06/25/2028 | | 4,175.17 | 4,175.17 |
| 01/27/2025 | Coupon | 3137FJKE8 | 600,000.00 | FHMS K-082 A2 3.92 09/25/2028 | | 1,960.00 | 1,960.00 |
| 01/27/2025 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| 01/31/2025 | Coupon | 91282CFB2 | 600,000.00 | UNITED STATES TREASURY 2.75 07/31/2027 | | 8,250.00 | 8,250.00 |
| 01/31/2025 | Coupon | 91282CGH8 | 2,500,000.00 | UNITED STATES TREASURY 3.5 01/31/2028 | | 43,750.00 | 43,750.00 |
| 01/31/2025 | Coupon | 91282CJW2 | 1,500,000.00 | UNITED STATES TREASURY 4.0 01/31/2029 | | 30,000.00 | 30,000.00 |
| **January 2025 Total** | | | | | **2,829,259.99** | **187,727.22** | **3,016,987.21** |
| **FEBRUARY 2025** | | | | | | | |
| 02/03/2025 | Coupon | 78016HZS2 | 650,000.00 | ROYAL BANK OF CANADA 5.2 08/01/2028 | | 16,900.00 | 16,900.00 |
| 02/05/2025 | Coupon | 89788MAA0 | 650,000.00 | TRUIST FINANCIAL CORP 1.2 08/05/2025 | | 3,900.00 | 3,900.00 |
| 02/12/2025 | Coupon | 3137EAEP0 | 1,920,000.00 | FEDERAL HOME LOAN MORTGAGE CORP 1.5 02/12/2025 | | 14,400.00 | 14,400.00 |
| 02/12/2025 | Final Maturity | 3137EAEP0 | 1,920,000.00 | FEDERAL HOME LOAN MORTGAGE CORP 1.5 02/12/2025 | 1,920,000.00 | | 1,920,000.00 |
| 02/17/2025 | Coupon | 161571HT4 | 965,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 4,149.50 | 4,149.50 |
| 02/17/2025 | Coupon | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | | 27.34 | 27.34 |
| 02/17/2025 | Principal Paydown | 362554AC1 | 137,290.12 | GMCAR 2021-4 A3 0.68 09/16/2026 | 7,615.87 | | 7,615.87 |
| 02/17/2025 | Coupon | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | | 51.70 | 51.70 |
| 02/17/2025 | Principal Paydown | 380146AC4 | 137,324.47 | GMCAR 2022-1 A3 1.23 11/16/2026 | 7,365.75 | | 7,365.75 |
| 02/17/2025 | Coupon | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | | 219.73 | 219.73 |
| 02/17/2025 | Principal Paydown | 43815BAC4 | 392,816.87 | HAROT 2022-1 A3 1.88 05/15/2026 | 20,579.39 | | 20,579.39 |
| 02/17/2025 | Coupon | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | | 11.71 | 11.71 |
| 02/17/2025 | Principal Paydown | 44935FAD6 | 117,083.67 | HART 2021-C A3 0.74 05/15/2026 | 8,323.75 | | 8,323.75 |
| 02/17/2025 | Coupon | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | | 15.75 | 15.75 |
| 02/17/2025 | Principal Paydown | 47789QAC4 | 172,462.26 | JDOT 2021-B A3 0.52 03/16/2026 | 14,474.68 | | 14,474.68 |
| 02/17/2025 | Coupon | 47800BAC2 | 540,000.00 | JDOT 2022-C A3 5.09 06/15/2027 | | 1,900.82 | 1,900.82 |
| 02/17/2025 | Principal Paydown | 47800BAC2 | 540,000.00 | JDOT 2022-C A3 5.09 06/15/2027 | 29,808.94 | | 29,808.94 |
| 02/17/2025 | Coupon | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | | 22.37 | 22.37 |
| 02/17/2025 | Principal Paydown | 89238JAC9 | 159,277.38 | TAOT 2021-D A3 0.71 04/15/2026 | 10,055.57 | | 10,055.57 |

# CASH FLOW REPORT

City of Brea | Account #120 | As of March 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| 02/21/2025 | Coupon | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | | 29.62 | 29.62 |
| 02/21/2025 | Principal Paydown | 43815GAC3 | 165,721.27 | HAROT 2021-4 A3 0.88 01/21/2026 | 10,286.71 | | 10,286.71 |
| 02/25/2025 | Coupon | 3135G05X7 | 1,800,000.00 | FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025 | | 3,375.00 | 3,375.00 |
| 02/25/2025 | Coupon | 3137BNGT5 | 1,000,000.00 | FHMS K-054 A2 2.745 01/25/2026 | | 2,222.57 | 2,222.57 |
| 02/25/2025 | Principal Paydown | 3137BNGT5 | 1,000,000.00 | FHMS K-054 A2 2.745 01/25/2026 | 1,749.27 | | 1,749.27 |
| 02/25/2025 | Coupon | 3137BQYS0 | 570,000.00 | FHMS K-056 A2 2.525 05/25/2026 | | 1,199.38 | 1,199.38 |
| 02/25/2025 | Coupon | 3137BXQY1 | 1,000,000.00 | FHMS K-064 A2 3.224 03/25/2027 | | 2,686.67 | 2,686.67 |
| 02/25/2025 | Coupon | 3137FCLD4 | 2,000,000.00 | FHMS K-071 A2 3.286 11/25/2027 | | 5,476.67 | 5,476.67 |
| 02/25/2025 | Coupon | 3137FETN0 | 1,500,000.00 | FHMS K-073 A2 3.35 01/25/2028 | | 4,187.50 | 4,187.50 |
| 02/25/2025 | Coupon | 3137FEZU7 | 1,200,000.00 | FHMS K-076 A2 3.9 04/25/2028 | | 3,900.00 | 3,900.00 |
| 02/25/2025 | Coupon | 3137FGR31 | 1,300,000.00 | FHMS K-078 A2 3.854 06/25/2028 | | 4,175.17 | 4,175.17 |
| 02/25/2025 | Coupon | 3137FJKE8 | 600,000.00 | FHMS K-082 A2 3.92 09/25/2028 | | 1,960.00 | 1,960.00 |
| 02/25/2025 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| 02/26/2025 | Coupon | 17275RBR2 | 490,000.00 | CISCO SYSTEMS INC 4.85 02/26/2029 | | 11,882.50 | 11,882.50 |
| 02/27/2025 | Coupon | 14913UAJ9 | 1,000,000.00 | CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029 | | 24,250.00 | 24,250.00 |
| 02/28/2025 | Coupon | 912828ZC7 | 2,000,000.00 | UNITED STATES TREASURY 1.125 02/28/2025 | | 11,250.00 | 11,250.00 |
| 02/28/2025 | Final Maturity | 912828ZC7 | 2,000,000.00 | UNITED STATES TREASURY 1.125 02/28/2025 | 2,000,000.00 | | 2,000,000.00 |
| 02/28/2025 | Coupon | 91282CCW9 | 480,000.00 | UNITED STATES TREASURY 0.75 08/31/2026 | | 1,800.00 | 1,800.00 |
| 02/28/2025 | Coupon | 91282CFH9 | 1,950,000.00 | UNITED STATES TREASURY 3.125 08/31/2027 | | 30,468.75 | 30,468.75 |
| 02/28/2025 | Coupon | 91282CGP0 | 2,500,000.00 | UNITED STATES TREASURY 4.0 02/29/2028 | | 50,000.00 | 50,000.00 |
| 02/28/2025 | Coupon | 91282CHX2 | 400,000.00 | UNITED STATES TREASURY 4.375 08/31/2028 | | 8,750.00 | 8,750.00 |
| **February 2025 Total** | | | | | **4,030,259.95** | **212,037.74** | **4,242,297.69** |
| **Grand Total** | | | **323,048,196.48** | | **10,095,992.60** | **2,144,903.28** | **12,240,895.88** |

# 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

City of Brea | Account #120 | As of March 31, 2024

| Benchmark | 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. |
| ICE BofA 1-5 Year AAA-A Corp/Govt | The ICE BofA US Issuers 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. |

CHANDLER ASSET MANAGEMENT

# MONTHLY ACCOUNT STATEMENT

City of Brea Liquidity | Account #11150 | As of March 31, 2024

**CHANDLER ASSET MANAGEMENT** | chandlerasset.com

**Chandler Team:**

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

**Custodian:**

Bank of New York Mellon

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 at the end of the statement.

# PORTFOLIO SUMMARY

City of Brea Liquidity | Account #11150 | As of March 31, 2024

## Portfolio Characteristics

| | |
|---|---|
| Average Modified Duration | 0.21 |
| Average Coupon | 0.02% |
| Average Purchase YTM | 5.24% |
| Average Market YTM | 5.02% |
| Average Quality | AAA |
| Average Final Maturity | 0.20 |
| Average Life | 0.20 |

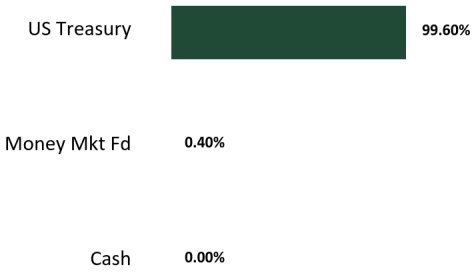
## Account Summary

| | Beg. Values as of 03/01/2024 | End Values as of 03/31/2024 |
|---|---|---|
| Market Value | 2,027,263.51 | 2,036,531.26 |
| Accrued Interest | 0.00 | 0.00 |
| **Total Market Value** | **2,027,263.51** | **2,036,531.26** |
| Income Earned | 8,332.71 | 8,902.88 |
| Cont/WD | 0.00 | 0.00 |
| Par | 2,058,177.51 | 2,058,211.81 |
| Book Value | 2,028,417.16 | 2,037,322.33 |
| Cost Value | 2,001,232.22 | 2,001,266.52 |

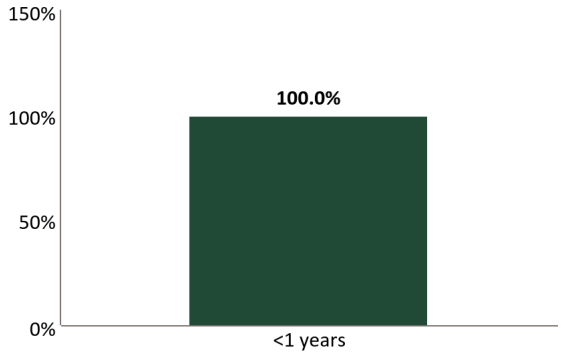
## Top Issuers

| | |
|---|---|
| United States | 99.60% |
| FMR LLC | 0.40% |

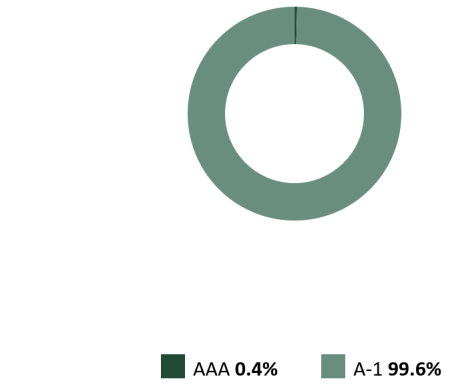
## Sector Allocation




## Maturity Distribution




## Credit Quality




*See Footnote

The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

# RECONCILIATION SUMMARY

City of Brea Liquidity | Account #11150 | As of March 31, 2024

## Maturities / Calls

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **0.00** |

## Principal Paydowns

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **0.00** |

## Purchases

| | |
|---|---|
| **Month to Date** | **32.01** |
| **Fiscal Year to Date** | **4,001,232.22** |

## Sales

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **(2,000,000.00)** |

## Interest Received

| | |
|---|---|
| **Month to Date** | **32.01** |
| **Fiscal Year to Date** | **1,232.22** |

## Purchased / Sold Interest

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **0.00** |

## Accrual Activity Summary

| | Month to Date | Fiscal Year to Date (07/01/2023) |
|---|---|---|
| Beginning Book Value | 2,028,417.16 | 0.00 |
| Maturities/Calls | 0.00 | 0.00 |
| Principal Paydowns | 0.00 | 0.00 |
| Purchases | 32.01 | 4,001,232.22 |
| Sales | 0.00 | (2,000,000.00) |
| Change in Cash, Payables, Receivables | 2.29 | 34.30 |
| Amortization/Accretion | 8,870.87 | 36,055.81 |
| Realized Gain (Loss) | 0.00 | 0.00 |
| Ending Book Value | 2,037,322.33 | 2,037,322.33 |

## Fair Market Activity Summary

| | Month to Date | Fiscal Year to Date (07/01/2023) |
|---|---|---|
| Beginning Market Value | 2,027,263.51 | 0.00 |
| Maturities/Calls | 0.00 | 0.00 |
| Principal Paydowns | 0.00 | 0.00 |
| Purchases | 32.01 | 4,001,232.22 |
| Sales | 0.00 | (2,000,000.00) |
| Change in Cash, Payables, Receivables | 2.29 | 34.30 |
| Amortization/Accretion | 8,870.87 | 36,055.81 |
| Change in Net Unrealized Gain (Loss) | 362.57 | (791.08) |
| Realized Gain (Loss) | 0.00 | 0.00 |
| Ending Market Value | 2,036,531.26 | 2,036,531.26 |

# HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Brea Liquidity | Account #11150 | As of March 31, 2024

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P Fitch | Maturity Duration |
|---|---|---|---|---|---|---|---|---|---|
| **CASH** | | | | | | | | | |
| CCYUSD | Receivable | 34.30 | --<br>0.00% | 34.30<br>34.30 | 1.00<br>0.00% | 34.30<br>0.00 | 0.00%<br>0.00 | Aaa/AAA<br>AAA | 0.00<br>0.00 |
| **Total Cash** | | **34.30** | **0.00%** | **34.30**<br>**34.30** | **1.00**<br>**0.00%** | **34.30**<br>**0.00** | **0.00%**<br>**0.00** | **Aaa/AAA**<br>**AAA** | **0.00**<br>**0.00** |
| **MONEY MARKET FUND** | | | | | | | | | |
| 316175884 | FIDELITY IMM:TRS III | 8,177.51 | --<br>4.86% | 8,177.51<br>8,177.51 | 1.00<br>4.86% | 8,177.51<br>0.00 | 0.40%<br>0.00 | Aaa/<br>AAAm<br>NA | 0.00<br>0.00 |
| **Total Money Market Fund** | | **8,177.51** | **4.86%** | **8,177.51**<br>**8,177.51** | **1.00**<br>**4.86%** | **8,177.51**<br>**0.00** | **0.40%**<br>**0.00** | **Aaa/ AAAm NA** | **0.00**<br>**0.00** |
| **US TREASURY** | | | | | | | | | |
| 912797FS1 | UNITED STATES TREASURY 06/13/2024 | 2,050,000.00 | 11/24/2023<br>5.24% | 1,993,054.71<br>2,029,110.52 | 98.94<br>5.02% | 2,028,319.45<br>0.00 | 99.60%<br>(791.08) | P-1/A-1+<br>F1+ | 0.20<br>0.21 |
| **Total US Treasury** | | **2,050,000.00** | **11/24/2023**<br>**5.24%** | **1,993,054.71**<br>**2,029,110.52** | **98.94**<br>**5.02%** | **2,028,319.45**<br>**0.00** | **99.60%**<br>**(791.08)** | **P-1/A-1+**<br>**F1+** | **0.20**<br>**0.21** |
| **Total Portfolio** | | **2,058,211.81** | **5.24%** | **2,001,266.52**<br>**2,037,322.33** | **98.55**<br>**5.02%** | **2,036,531.26**<br>**0.00** | **100.00%**<br>**(791.08)** | **Aaa/AAA**<br>**AAA** | **0.20**<br>**0.21** |
| **Total Market Value + Accrued** | | | | | | **2,036,531.26** | | | |

# TRANSACTION LEDGER

City of Brea Liquidity | Account #11150 | As of March 31, 2024

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/ Sold | Total Amount | Gain/Loss |
|---|---|---|---|---|---|---|---|---|---|---|
| **ACQUISITIONS** | | | | | | | | | | |
| Purchase | 03/04/2024 | 316175884 | 32.01 | FIDELITY IMM:TRS III | 1.000 | 4.96% | (32.01) | 0.00 | (32.01) | 0.00 |
| **Total Purchase** | | | **32.01** | | | | **(32.01)** | **0.00** | **(32.01)** | **0.00** |
| **TOTAL ACQUISITIONS** | | | **32.01** | | | | **(32.01)** | **0.00** | **(32.01)** | **0.00** |
| **OTHER TRANSACTIONS** | | | | | | | | | | |
| **TOTAL OTHER TRANSACTIONS** | | | **0.00** | | | | **1.11** | **0.00** | **0.00** | **0.00** |

# INCOME EARNED

City of Brea Liquidity | Account #11150 | As of March 31, 2024

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| **CASH & EQUIVALENTS** | | | | | | |
| 316175884 | FIDELITY IMM:TRS III | 8,177.51 | 8,145.50<br>32.01<br>0.00<br>8,177.51 | 0.00<br>32.01<br>0.00<br>32.01 | 0.00<br>0.00<br>0.00<br>32.01 | 32.01 |
| CCYUSD | Receivable | 34.30 | 32.01<br>0.00<br>0.00<br>34.30 | 0.00<br>0.00<br>0.00<br>0.00 | 0.00<br>0.00<br>0.00<br>0.00 | 0.00 |
| **Total Cash & Equivalents** | | **8,211.81** | **8,177.51**<br>**32.01**<br>**0.00**<br>**8,211.81** | **0.00**<br>**32.01**<br>**0.00**<br>**32.01** | **0.00**<br>**0.00**<br>**0.00**<br>**32.01** | **32.01** |
| **FIXED INCOME** | | | | | | |
| 912797FS1 | UNITED STATES TREASURY<br>06/13/2024 | 11/24/2023<br>11/27/2023<br>2,050,000.00 | 2,020,239.65<br>0.00<br>0.00<br>2,029,110.52 | 0.00<br>0.00<br>0.00<br>0.00 | 8,870.87<br>0.00<br>8,870.87<br>8,870.87 | 8,870.87 |
| **Total Fixed Income** | | **2,050,000.00** | **2,020,239.65**<br>**0.00**<br>**0.00**<br>**2,029,110.52** | **0.00**<br>**0.00**<br>**0.00**<br>**0.00** | **8,870.87**<br>**0.00**<br>**8,870.87**<br>**8,870.87** | **8,870.87** |
| **TOTAL PORTFOLIO** | | **2,058,211.81** | **2,028,417.16**<br>**32.01**<br>**0.00**<br>**2,037,322.33** | **0.00**<br>**32.01**<br>**0.00**<br>**32.01** | **8,870.87**<br>**0.00**<br>**8,870.87**<br>**8,902.88** | **8,902.88** |

# CASH FLOW REPORT

City of Brea Liquidity | Account #11150 | As of March 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| **APRIL 2024** | | | | | | | |
| 04/01/2024 | Dividend | 316175884 | 0.00 | | 34.30 | | 34.30 |
| 04/01/2024 | Dividend | 316175884 | 8,177.51 | FIDELITY IMM:TRS III | 34.30 | | 34.30 |
| **April 2024 Total** | | | | | **68.60** | | **68.60** |
| **JUNE 2024** | | | | | | | |
| 06/13/2024 | Final Maturity | 912797FS1 | 2,050,000.00 | UNITED STATES TREASURY 06/13/2024 | 2,050,000.00 | | 2,050,000.00 |
| **June 2024 Total** | | | | | **2,050,000.00** | | **2,050,000.00** |
| **Grand Total** | | | **2,058,177.51** | | **2,050,068.60** | | **2,050,068.60** |

# 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

City of Brea Liquidity | Account #11150 | As of March 31, 2024

| Benchmark | Disclosure |
|---|---|
| ICE BofA 3-Month US Treasury Bill Index | The ICE BofA US 3-Month 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, three months from the rebalancing date. |

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**Account Number: 6746050800**
**PARS/CITY OF BREA 115 POST**
**EMPLOYMENT BENEFIT TRUST PENSION**

**This statement is for the period from March 1, 2024 to March 31, 2024**

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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PARS/CITY OF BREA 115P PEN
ACCOUNT 6746050800


Period from March 1, 2024 to March 31, 2024

## MARKET AND COST RECONCILIATION

| | 03/31/2024 MARKET | 03/31/2024 BOOK VALUE |
|---|---|---|
| **Beginning Market And Cost** | **11,327,934.79** | **9,890,790.32** |
| **Investment Activity** | | |
| Interest | 13,719.01 | 13,719.01 |
| Dividends | 8,295.80 | 8,295.80 |
| Realized Gain/Loss | 39,264.30 | 39,264.30 |
| Change In Unrealized Gain/Loss | 204,034.95 | .00 |
| Net Accrued Income (Current-Prior) | 2,226.46 | 2,226.46 |
| **Total Investment Activity** | **267,540.52** | **63,505.57** |
| **Plan Expenses** | | |
| Trust Fees | - 1,872.19 | - 1,872.19 |
| **Total Plan Expenses** | **- 1,872.19** | **- 1,872.19** |
| **Other Activity** | | |
| Transfers To Checking Account | - 1,624.33 | - 1,624.33 |
| **Total Other Activity** | **- 1,624.33** | **- 1,624.33** |
| **Net Change In Market And Cost** | **264,044.00** | **60,009.05** |
| **Ending Market And Cost** | **11,591,978.79** | **9,950,799.37** |

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PARS/CITY OF BREA 115P PEN
ACCOUNT 6746050800


Period from March 1, 2024 to March 31, 2024

## CASH RECONCILIATION

| | |
|---|---|
| **Beginning Cash** | **3,329.52** |
| **Investment Activity** | |
| Interest | 13,719.01 |
| Dividends | 8,295.80 |
| Cash Equivalent Purchases | - 186,234.16 |
| U S Government Issues Purchases | - 123,365.24 |
| Corporate Issues Purchases | - 44,818.30 |
| Cash Equivalent Sales | 60,924.92 |
| U S Government Issues Sales | 112,978.78 |
| Corporate Issues Sales | 50,210.55 |
| Mutual Fund Sales | 90,596.11 |
| **Total Investment Activity** | **- 17,692.53** |
| **Plan Expenses** | |
| Trust Fees | - 1,872.19 |
| **Total Plan Expenses** | **- 1,872.19** |
| **Other Activity** | |
| Transfers To Checking Account | - 1,624.33 |
| **Total Other Activity** | **- 1,624.33** |
| **Net Change In Cash** | **- 21,189.05** |
| **Ending Cash** | **- 17,859.53** |

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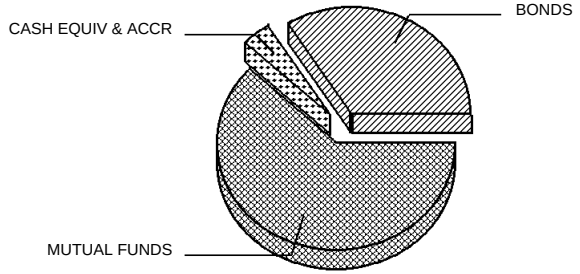
## ASSET SUMMARY

| ASSETS | 03/31/2024 MARKET | 03/31/2024 BOOK VALUE | % OF MARKET |
|---|---|---|---|
| Cash And Equivalents | 360,229.55 | 360,229.55 | 3.10 |
| U.S. Government Issues | 2,482,641.86 | 2,415,985.54 | 21.42 |
| Corporate Issues | 1,449,190.27 | 1,405,065.50 | 12.50 |
| Foreign Issues | 70,857.23 | 69,282.32 | 0.61 |
| Mutual Funds-Equity | 6,877,094.17 | 5,344,715.86 | 59.33 |
| Mutual Funds-Fixed Income | 321,991.28 | 325,546.17 | 2.78 |
| **Total Assets** | **11,562,004.36** | **9,920,824.94** | **99.74** |
| Accrued Income | 29,974.43 | 29,974.43 | 0.26 |
| **Grand Total** | **11,591,978.79** | **9,950,799.37** | **100.00** |




**Estimated Annual Income** **297,494.43**

## ASSET SUMMARY MESSAGES

Estimated Annual Income is an estimate provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

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PARS/CITY OF BREA 115P PEN
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## ASSET DETAIL

| DESCRIPTION | SHARES/ FACE AMOUNT | MARKET PRICE/UNIT | BOOK VALUE | UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD | ENDING ACCRUAL | YIELD ON MARKET |
|---|---|---|---|---|---|---|
| **Cash And Equivalents** | | | | | | |
| **Money Markets** | | | | | | |
| First Am Govt Ob Fd Cl X<br>31846V336 Asset Minor Code 1 | 378,089.080 | 378,089.08<br>1.0000 | 378,089.08 | .00<br>.00 | 1,560.52 | 5.22 |
| **Total Money Markets** | **378,089.080** | **378,089.08** | **378,089.08** | **.00**<br>**.00** | **1,560.52** | **5.22** |
| **Cash** | | | | | | |
| Pending Cash | | - 17,859.53 | - 17,859.53 | | | |
| **Total Cash** | **.000** | **- 17,859.53** | **- 17,859.53** | **.00**<br>**.00** | **.00** | **0.00** |
| **Total Cash And Equivalents** | **378,089.080** | **360,229.55** | **360,229.55** | **.00**<br>**.00** | **1,560.52** | **5.48** |
| **US Government Issues** | | | | | | |
| F H L M C<br>#Sd8237 4.000% 7/01/52<br>Standard & Poors Rating: N/A<br>Moodys Rating: N/A<br>3132DWEJ8 Asset Minor Code 24<br>Date Last Priced: 03/28/24 | 415,393.190 | 385,273.03<br>92.7490 @ | 369,245.59 | 16,027.44<br>2,829.50 | 1,384.64 | 4.31 |
| F H L M C<br>#Sd8244 4.000% 9/01/52<br>Standard & Poors Rating: N/A<br>Moodys Rating: N/A<br>3132DWER0 Asset Minor Code 24<br>Date Last Priced: 03/28/24 | 74,149.920 | 68,689.52<br>92.6360 @ | 69,550.30 | - 860.78<br>437.90 | 247.17 | 4.32 |

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## ASSET DETAIL (continued)

| DESCRIPTION | SHARES/ FACE AMOUNT | MARKET PRICE/UNIT | BOOK VALUE | UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD | ENDING ACCRUAL | YIELD ON MARKET |
|---|---|---|---|---|---|---|
| F H L M C<br>#Sd8288 5.000% 12/01/52<br>Standard & Poors Rating: N/A<br>Moodys Rating: N/A<br>3132DWF57 Asset Minor Code 24<br>Date Last Priced: 03/28/24 | 372,958.130 | 364,096.64<br>97.6240 @ | 352,561.99 | 11,534.65<br>2,052.10 | 1,553.99 | 5.12 |
| F N M A<br>#Ma4838 3.500% 11/01/52<br>Standard & Poors Rating: N/A<br>Moodys Rating: N/A<br>31418ELU2 Asset Minor Code 24<br>Date Last Priced: 03/28/24 | 423,322.090 | 379,012.97<br>89.5330 @ | 362,734.13 | 16,278.84<br>2,031.27 | 1,234.69 | 3.91 |
| F N M A<br>#Ma4867 4.500% 12/01/52<br>Standard & Poors Rating: N/A<br>Moodys Rating: N/A<br>31418EMR8 Asset Minor Code 24<br>Date Last Priced: 03/28/24 | 284,220.900 | 270,643.67<br>95.2230 @ | 260,905.90 | 9,737.77<br>1,491.37 | 1,065.83 | 4.73 |
| U S Treasury<br>Bd 3.625% 5/15/53<br>Standard & Poors Rating: N/A<br>Moodys Rating: Aaa<br>912810TR9 Asset Minor Code 21<br>Date Last Priced: 03/28/24 | 36,000.000 | 31,629.24<br>87.8590 @ | 29,605.78 | 2,023.46<br>- 603.40 | 494.75 | 4.13 |
| U S Treasury<br>Bd 3.875% 5/15/43<br>Standard & Poors Rating: N/A<br>Moodys Rating: Aaa<br>912810TS7 Asset Minor Code 21<br>Date Last Priced: 03/28/24 | 30,000.000 | 27,687.90<br>92.2930 @ | 27,521.48 | 166.42<br>166.42 | 440.73 | 4.20 |
| U S Treasury<br>Bd 4.125% 8/15/53<br>Standard & Poors Rating: N/A<br>Moodys Rating: Aaa<br>912810TT5 Asset Minor Code 21<br>Date Last Priced: 03/28/24 | 43,000.000 | 41,326.87<br>96.1090 @ | 41,206.14 | 120.73<br>168.79 | 224.16 | 4.29 |

## 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<br>Bd 4.500% 8/15/43<br>Standard & Poors Rating: N/A<br>Moodys Rating: Aaa<br>912810TU2 Asset Minor Code 21<br>Date Last Priced: 03/28/24 | 230,000.000 | 227,269.90<br>98.8130 @ | 214,187.50 | 13,082.40<br>2,086.10 | 1,307.97 | 4.55 |
| U S Treasury<br>Bd 5.000% 11/15/53<br>Standard & Poors Rating: N/A<br>Moodys Rating: Aaa<br>912810TV0 Asset Minor Code 21<br>Date Last Priced: 03/28/24 | 16,000.000 | 17,080.00<br>106.7500 @ | 17,042.50 | 37.50<br>37.50 | .00 | 4.68 |
| U S Treasury<br>Bd 4.500% 2/15/44<br>Standard & Poors Rating: N/A<br>Moodys Rating: Aaa<br>912810TZ1 Asset Minor Code 21<br>Date Last Priced: 03/28/24 | 20,000.000 | 20,109.40<br>100.5470 @ | 20,360.94 | - 251.54<br>- 251.54 | 85.71 | 4.48 |
| U S Treasury<br>Nt 5.000% 10/31/25<br>Standard & Poors Rating: N/A<br>Moodys Rating: Aaa<br>91282CJE2 Asset Minor Code 21<br>Date Last Priced: 03/28/24 | 280,000.000 | 280,786.80<br>100.2810 @ | 280,895.32 | - 108.52<br>- 263.20 | 5,884.62 | 4.99 |
| U S Treasury<br>Nt 4.750% 11/15/33<br>Standard & Poors Rating: N/A<br>Moodys Rating: Aaa<br>91282CJJ1 Asset Minor Code 21<br>Date Last Priced: 03/28/24 | 135,000.000 | 137,995.65<br>102.2190 @ | 139,427.88 | - 1,432.23<br>581.69 | 2,431.11 | 4.65 |
| U S Treasury<br>Nt 4.875% 11/30/25<br>Standard & Poors Rating: N/A<br>Moodys Rating: Aaa<br>91282CJL6 Asset Minor Code 21 | .000 | .00<br>100.1450 | .00 | .00<br>21.95 | .00 | 0.00 |

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## ASSET DETAIL (continued)

| DESCRIPTION | SHARES/ FACE AMOUNT | MARKET PRICE/UNIT | BOOK VALUE | UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD | ENDING ACCRUAL | YIELD ON MARKET |
|---|---|---|---|---|---|---|
| U S Treasury<br>Nt 4.250% 12/31/25<br>Standard & Poors Rating: N/A<br>Moodys Rating: Aaa<br>91282CJS1 Asset Minor Code 21 | .000 | .00<br>99.1760 | .00 | .00<br>200.89 | .00 | 0.00 |
| U S Treasury<br>Nt 4.000% 1/31/29<br>Standard & Poors Rating: N/A<br>Moodys Rating: N/A<br>91282CJW2 Asset Minor Code 21<br>Date Last Priced: 03/28/24 | 135,000.000 | 133,608.15<br>98.9690 @ | 133,067.58 | 540.57<br>168.75 | 904.95 | 4.04 |
| U S Treasury<br>Nt 4.000% 2/15/34<br>Standard & Poors Rating: N/A<br>Moodys Rating: Aaa<br>91282CJZ5 Asset Minor Code 21<br>Date Last Priced: 03/28/24 | 95,000.000 | 93,426.80<br>98.3440 @ | 93,654.07 | - 227.27<br>- 213.88 | 379.12 | 4.07 |
| U S Treasury<br>Nt 4.250% 2/28/29<br>Standard & Poors Rating: N/A<br>Moodys Rating: Aaa<br>91282CKD2 Asset Minor Code 21<br>Date Last Priced: 03/28/24 | 4,000.000 | 4,005.32<br>100.1330 @ | 4,018.44 | - 13.12<br>- 13.12 | 14.78 | 4.24 |
| **Total US Government Issues** | **2,594,044.230** | **2,482,641.86** | **2,415,985.54** | **66,656.32**<br>**10,929.09** | **17,654.22** | **4.50** |

## Corporate Issues

| | | | | | | |
|---|---|---|---|---|---|---|
| At T Inc<br>2.550% 12/01/33<br>Standard & Poors Rating: BBB<br>Moodys Rating: Baa2<br>00206RMM1 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 30,000.000 | 24,029.40<br>80.0980 @ | 24,046.20 | - 16.80<br>367.50 | 255.00 | 3.18 |

## ASSET DETAIL (continued)

| DESCRIPTION | SHARES/ FACE AMOUNT | MARKET PRICE/UNIT | BOOK VALUE | UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD | ENDING ACCRUAL | YIELD ON MARKET |
|---|---|---|---|---|---|---|
| American Honda Mtn 5.125% 7/07/28<br>Standard & Poors Rating: A-<br>Moodys Rating: A3<br>02665WEM9 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 18,000.000 | 18,203.40<br>101.1300 @ | 17,759.88 | 443.52<br>52.74 | 215.25 | 5.07 |
| American Honda Mtn 4.900% 1/10/34<br>Standard & Poors Rating: A-<br>Moodys Rating: A3<br>02665WEZ0 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 15,000.000 | 14,770.20<br>98.4680 @ | 14,953.05 | - 182.85<br>151.65 | 165.38 | 4.98 |
| Amgen Inc 5.650% 3/02/53<br>Standard & Poors Rating: BBB+<br>Moodys Rating: Baa1<br>031162DT4 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 13,000.000 | 13,246.48<br>101.8960 @ | 11,941.41 | 1,305.07<br>251.94 | 59.17 | 5.54 |
| Aztrazeneca LLC 5.000% 2/26/34<br>Standard & Poors Rating: A<br>Moodys Rating: A2<br>04636NAN3 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 15,000.000 | 15,061.65<br>100.4110 @ | 14,945.10 | 116.55<br>11.25 | 72.92 | 4.98 |
| Bmw Veh Owner Tr 3.440% 12/26/28<br>Standard & Poors Rating: AAA<br>Moodys Rating: Aaa<br>05602RAE1 Asset Minor Code 31<br>Date Last Priced: 03/28/24 | 100,000.000 | 96,985.00<br>96.9850 @ | 95,808.59 | 1,176.41<br>199.00 | 57.33 | 3.55 |
| Bank Of America Mtn 3.194% 7/23/30<br>Standard & Poors Rating: A-<br>Moodys Rating: A1<br>06051GHV4 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 20,000.000 | 18,163.40<br>90.8170 @ | 22,159.40 | - 3,996.00<br>158.80 | 120.66 | 3.52 |

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## ASSET DETAIL (continued)

| DESCRIPTION | SHARES/ FACE AMOUNT | MARKET PRICE/UNIT | BOOK VALUE | UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD | ENDING ACCRUAL | YIELD ON MARKET |
|---|---|---|---|---|---|---|
| Bank Of Ny<br>Mtn 0.500% 4/26/24<br>Standard & Poors Rating: A<br>Moodys Rating: A1<br>06406RAS6 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 35,000.000 | 34,875.75<br>99.6450 @ | 34,203.05 | 672.70<br>161.00 | 75.35 | 0.50 |
| Berkshire<br>Hathaway 3.850% 3/15/52<br>Standard & Poors Rating: AA<br>Moodys Rating: Aa2<br>084664DB4 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 24,000.000 | 19,400.88<br>80.8370 @ | 17,598.96 | 1,801.92<br>360.96 | 41.07 | 4.76 |
| Black Hills<br>Corp 1.037% 8/23/24<br>Standard & Poors Rating: BBB+<br>Moodys Rating: Baa2<br>092113AU3 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 35,000.000 | 34,375.60<br>98.2160 @ | 33,628.35 | 747.25<br>142.45 | 38.31 | 1.06 |
| Blackrock<br>Funding 5.250% 3/14/54<br>Standard & Poors Rating: AA-<br>Moodys Rating: Aa3<br>09290DAC5 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 15,000.000 | 15,074.25<br>100.4950 @ | 14,890.30 | 183.95<br>183.95 | 37.19 | 5.22 |
| Bristol Myers<br>5.200% 2/22/34<br>Standard & Poors Rating: A<br>Moodys Rating: A2<br>110122EH7 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 5,000.000 | 5,076.65<br>101.5330 @ | 4,998.85 | 77.80<br>36.05 | 28.17 | 5.12 |
| Cna Fnl Corp<br>5.125% 2/15/34<br>Standard & Poors Rating: A-<br>Moodys Rating: Baa2<br>126117AY6 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 15,000.000 | 14,594.10<br>97.2940 @ | 14,809.35 | - 215.25<br>90.60 | 111.04 | 5.27 |

## ASSET DETAIL (continued)

| DESCRIPTION | SHARES/ FACE AMOUNT | MARKET PRICE/UNIT | BOOK VALUE | UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD | ENDING ACCRUAL | YIELD ON MARKET |
|---|---|---|---|---|---|---|
| Cvs Caremark<br>6.125% 9/15/39<br>Standard & Poors Rating: BBB<br>Moodys Rating: Baa2<br>126650BR0 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 5,000.000 | 5,174.60<br>103.4920 @ | 5,017.55 | 157.05<br>59.80 | 13.61 | 5.92 |
| Cvs Health<br>Corp 5.050% 3/25/48<br>Standard & Poors Rating: BBB<br>Moodys Rating: Baa2<br>126650CZ1 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 17,000.000 | 15,439.06<br>90.8180 @ | 13,872.00 | 1,567.06<br>275.57 | 14.31 | 5.56 |
| Cisco Sys Inc<br>5.300% 2/26/54<br>Standard & Poors Rating: AA-<br>Moodys Rating: A1<br>17275RBU5 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 15,000.000 | 15,397.35<br>102.6490 @ | 14,975.40 | 421.95<br>215.10 | 77.29 | 5.16 |
| Citigroup Inc<br>Sub 6.174% 5/25/34<br>Standard & Poors Rating: BBB<br>Moodys Rating: Baa2<br>17327CAR4 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 20,000.000 | 20,309.80<br>101.5490 @ | 19,087.20 | 1,222.60<br>159.80 | 432.18 | 6.08 |
| Commonwealth<br>Edison 5.875% 2/01/33<br>Standard & Poors Rating: A<br>Moodys Rating: A1<br>202795HG8 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 20,000.000 | 20,699.60<br>103.4980 @ | 20,078.40 | 621.20<br>66.80 | 195.83 | 5.68 |
| Consolidated<br>Edison 5.700% 12/01/36<br>Standard & Poors Rating: A-<br>Moodys Rating: A3<br>209111EQ2 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 11,000.000 | 11,216.81<br>101.9710 @ | 10,346.93 | 869.88<br>196.02 | 209.00 | 5.59 |

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## ASSET DETAIL (continued)

| DESCRIPTION | SHARES/ FACE AMOUNT | MARKET PRICE/UNIT | BOOK VALUE | UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD | ENDING ACCRUAL | YIELD ON MARKET |
|---|---|---|---|---|---|---|
| Cummins Inc<br>Sr 5.450% 2/20/54<br>Standard & Poors Rating: A<br>Moodys Rating: A2<br>231021AX4 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 15,000.000 | 15,335.40<br>102.2360 @ | 14,905.65 | 429.75<br>253.05 | 93.10 | 5.33 |
| Dte Elec Co<br>5.200% 3/01/34<br>Standard & Poors Rating: A<br>Moodys Rating: Aa3<br>23338VAV8 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 15,000.000 | 15,068.55<br>100.4570 @ | 14,992.95 | 75.60<br>143.40 | 69.33 | 5.18 |
| Dell Intl LLC<br>5.400% 4/15/34<br>Standard & Poors Rating: BBB<br>Moodys Rating: Baa2<br>24703DBN0 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 10,000.000 | 10,023.40<br>100.2340 @ | 9,980.20 | 43.20<br>43.20 | 19.50 | 5.39 |
| Delta Air<br>Lines 5.000% 12/10/29<br>Standard & Poors Rating: BBB+<br>Moodys Rating: A3<br>247361ZW1 Asset Minor Code 31<br>Date Last Priced: 03/28/24 | 32,135.960 | 28,911.12<br>89.9650 @ | 27,797.61 | 1,113.51<br>250.66 | 93.73 | 5.56 |
| Duke Energy<br>5.550% 3/15/54<br>Standard & Poors Rating: A<br>Moodys Rating: A2<br>26442EAL4 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 20,000.000 | 19,948.00<br>99.7400 @ | 19,947.80 | .20<br>.20 | 52.42 | 5.56 |
| Electronic<br>Arts Inc 2.950% 2/15/51<br>Standard & Poors Rating: BBB+<br>Moodys Rating: Baa1<br>285512AF6 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 29,000.000 | 19,385.05<br>66.8450 @ | 17,405.51 | 1,979.54<br>59.74 | 109.31 | 4.41 |

## ASSET DETAIL (continued)

| DESCRIPTION | SHARES/ FACE AMOUNT | MARKET PRICE/UNIT | BOOK VALUE | UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD | ENDING ACCRUAL | YIELD ON MARKET |
|---|---|---|---|---|---|---|
| Energy Transfer L P 5.950% 5/15/54<br>Standard & Poors Rating: BBB<br>Moodys Rating: Baa3<br>29273VAW0 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 15,000.000 | 14,969.25<br>99.7950 @ | 14,928.45 | 40.80<br>329.70 | 163.63 | 5.96 |
| Entergy LLC 5.000% 9/01/33<br>Standard & Poors Rating: A<br>Moodys Rating: A2<br>29366WAD8 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 21,000.000 | 20,628.09<br>98.2290 @ | 19,642.35 | 985.74<br>31.92 | 87.50 | 5.09 |
| Essential Utils Inc 3.351% 4/15/50<br>Standard & Poors Rating: BBB+<br>Moodys Rating: Baa2<br>29670GAE2 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 29,000.000 | 20,291.59<br>69.9710 @ | 17,855.88 | 2,435.71<br>252.01 | 448.10 | 4.79 |
| Extra Space Storage 5.700% 4/01/28<br>Standard & Poors Rating: BBB+<br>Moodys Rating: Baa2<br>30225VAJ6 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 13,000.000 | 13,233.09<br>101.7930 @ | 12,813.97 | 419.12<br>- 89.74 | 370.50 | 5.60 |
| Fedex 2020 1 Class 1.875% 2/20/34<br>Standard & Poors Rating: AA-<br>Moodys Rating: Aa3<br>314353AA1 Asset Minor Code 31<br>Date Last Priced: 03/28/24 | 26,011.070 | 21,551.99<br>82.8570 @ | 20,520.39 | 1,031.60<br>209.91 | 55.54 | 2.26 |
| First Natl Mstr 8.24026% 4/16/29<br>Standard & Poors Rating: N/A<br>Moodys Rating: Aaa<br>32113CBV1 Asset Minor Code 31<br>Date Last Priced: 03/28/24 | 40,000.000 | 39,845.60<br>99.6140 @ | 39,920.31 | - 74.71<br>- 17.20 | 146.49 | 8.27 |

## ASSET DETAIL (continued)

| DESCRIPTION | SHARES/ FACE AMOUNT | MARKET PRICE/UNIT | BOOK VALUE | UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD | ENDING ACCRUAL | YIELD ON MARKET |
|---|---|---|---|---|---|---|
| Ford Cr Auto<br>Owner 5.980% 6/15/28<br>Standard & Poors Rating: N/A<br>Moodys Rating: Aaa<br>345295AF6 Asset Minor Code 31<br>Date Last Priced: 03/28/24 | 45,000.000 | 45,707.85<br>101.5730 @ | 45,149.41 | 558.44<br>9.00 | 119.60 | 5.89 |
| Ford Cr Aut<br>Own Tr 0.490% 9/15/26<br>Standard & Poors Rating: AAA<br>Moodys Rating: Aaa<br>34532NAD7 Asset Minor Code 31<br>Date Last Priced: 03/28/24 | 75,000.000 | 72,300.75<br>96.4010 @ | 70,822.27 | 1,478.48<br>300.75 | 16.33 | 0.51 |
| Gm Fin Atmbl<br>Lease 5.160% 1/20/27<br>Standard & Poors Rating: AAA<br>Moodys Rating: N/A<br>362541AE4 Asset Minor Code 31<br>Date Last Priced: 03/28/24 | 30,000.000 | 29,922.30<br>99.7410 @ | 29,630.86 | 291.44<br>- 3.60 | 47.30 | 5.17 |
| Goldman Sachs<br>1.948% 10/21/27<br>Standard & Poors Rating: BBB+<br>Moodys Rating: A2<br>38141GYM0 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 22,000.000 | 20,222.84<br>91.9220 @ | 19,460.54 | 762.30<br>82.94 | 190.47 | 2.12 |
| Hormel Foods<br>Corp 0.650% 6/03/24<br>Standard & Poors Rating: A-<br>Moodys Rating: A1<br>440452AG5 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 35,000.000 | 34,696.90<br>99.1340 @ | 34,012.65 | 684.25<br>116.20 | 74.57 | 0.66 |
| Hyundai Auto<br>Recv 1.600% 12/15/26<br>Standard & Poors Rating: AAA<br>Moodys Rating: N/A<br>44933FAF3 Asset Minor Code 31<br>Date Last Priced: 03/28/24 | 15,000.000 | 14,729.85<br>98.1990 @ | 14,634.96 | 94.89<br>47.85 | 10.67 | 1.63 |

## ASSET DETAIL (continued)

| DESCRIPTION | SHARES/ FACE AMOUNT | MARKET PRICE/UNIT | BOOK VALUE | UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD | ENDING ACCRUAL | YIELD ON MARKET |
|---|---|---|---|---|---|---|
| Idaho Pwr Co<br>5.800% 4/01/54<br>Standard & Poors Rating: A-<br>Moodys Rating: A2<br>45138LBJ1 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 19,000.000 | 19,459.99<br>102.4210 @ | 17,849.55 | 1,610.44<br>106.40 | 612.22 | 5.66 |
| Warnermedia<br>Hldgs 5.141% 3/15/52<br>Standard & Poors Rating: BBB-<br>Moodys Rating: Baa3<br>55903VBE2 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 15,000.000 | 12,450.00<br>83.0000 @ | 12,035.40 | 414.60<br>261.00 | 34.27 | 6.19 |
| Marsh<br>McLennan 5.450% 3/15/54<br>Standard & Poors Rating: A-<br>Moodys Rating: A3<br>571748BX9 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 15,000.000 | 15,054.60<br>100.3640 @ | 14,843.70 | 210.90<br>150.15 | 93.10 | 5.43 |
| Mattel Inc<br>5.450% 11/01/41<br>Standard & Poors Rating: BBB<br>Moodys Rating: Baa3<br>577081AW2 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 16,000.000 | 14,821.92<br>92.6370 @ | 12,916.16 | 1,905.76<br>371.68 | 363.33 | 5.88 |
| Motorola<br>Solutions 2.750% 5/24/31<br>Standard & Poors Rating: BBB<br>Moodys Rating: Baa2<br>620076BU2 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 22,000.000 | 18,643.68<br>84.7440 @ | 17,486.48 | 1,157.20<br>274.34 | 213.43 | 3.25 |
| Nevada Power<br>Co 6.000% 3/15/54<br>Standard & Poors Rating: A<br>Moodys Rating: A2<br>641423CG1 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 19,000.000 | 20,049.18<br>105.5220 @ | 18,213.59 | 1,835.59<br>95.38 | 50.67 | 5.69 |

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## ASSET DETAIL (continued)

| DESCRIPTION | SHARES/ FACE AMOUNT | MARKET PRICE/UNIT | BOOK VALUE | UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD | ENDING ACCRUAL | YIELD ON MARKET |
|---|---|---|---|---|---|---|
| Nextera<br>Energy Cap 6.051% 3/01/25<br>Standard & Poors Rating: BBB+<br>Moodys Rating: Baa1<br>65339KBP4 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 18,000.000 | 18,069.41<br>100.3856 @ | 18,018.18 | 51.23<br>2.54 | 90.76 | 6.03 |
| Northern Tr<br>Corp 6.125% 11/02/32<br>Standard & Poors Rating: A<br>Moodys Rating: A2<br>665859AX2 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 20,000.000 | 21,126.60<br>105.6330 @ | 19,867.80 | 1,258.80<br>69.60 | 507.01 | 5.80 |
| Ovintiv Inc<br>6.250% 7/15/33<br>Standard & Poors Rating: BBB-<br>Moodys Rating: Baa3<br>69047QAC6 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 18,000.000 | 18,714.60<br>103.9700 @ | 17,490.42 | 1,224.18<br>207.18 | 237.50 | 6.01 |
| Pacific Gas<br>Elec Co 4.950% 7/01/50<br>Standard & Poors Rating: BBB<br>Moodys Rating: Baa2<br>694308JN8 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 15,000.000 | 12,902.85<br>86.0190 @ | 12,974.85 | - 72.00<br>170.40 | 185.63 | 5.75 |
| Philip Morris<br>Intl 5.250% 2/13/34<br>Standard & Poors Rating: A-<br>Moodys Rating: A2<br>718172DJ5 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 22,000.000 | 21,805.08<br>99.1140 @ | 21,518.42 | 286.66<br>311.08 | 154.00 | 5.30 |
| Plains All<br>Amer Pipe 4.300% 1/31/43<br>Standard & Poors Rating: BBB<br>Moodys Rating: Baa3<br>72650RBC5 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 28,000.000 | 22,686.16<br>81.0220 @ | 19,544.00 | 3,142.16<br>606.48 | 204.01 | 5.31 |

## 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<br>Service Co 5.250% 4/01/53<br>Standard & Poors Rating: A<br>Moodys Rating: A1<br>744448CY5 Asset Minor Code 28 | .000 | .00<br>94.9420 | .00 | .00<br>- 1,457.00 | 525.00 | 0.00 |
| Public<br>Storage 5.350% 8/01/53<br>Standard & Poors Rating: A<br>Moodys Rating: A2<br>74460WAH0 Asset Minor Code 28 | .000 | .00<br>100.4520 | .00 | .00<br>- 1,873.80 | .00 | 0.00 |
| Ssm Health<br>Care Corp 4.894% 6/01/28<br>Standard & Poors Rating: A+<br>Moodys Rating: N/A<br>784710AC9 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 18,000.000 | 17,985.96<br>99.9220 @ | 17,646.48 | 339.48<br>- 151.38 | 293.64 | 4.90 |
| Salesforce<br>Com Inc 0.625% 7/15/24<br>Standard & Poors Rating: A+<br>Moodys Rating: A1<br>79466LAG9 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 35,000.000 | 34,514.20<br>98.6120 @ | 33,838.00 | 676.20<br>123.20 | 46.18 | 0.63 |
| Schwab<br>Charles Corp 6.196% 11/17/29<br>Standard & Poors Rating: A-<br>Moodys Rating: A2<br>808513CJ2 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 15,000.000 | 15,591.00<br>103.9400 @ | 15,000.00 | 591.00<br>103.65 | 345.94 | 5.96 |
| Southern<br>Calif 5.875% 12/01/53<br>Standard & Poors Rating: A-<br>Moodys Rating: A2<br>842400HX4 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 19,000.000 | 19,581.59<br>103.0610 @ | 17,553.91 | 2,027.68<br>310.84 | 372.08 | 5.70 |

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## ASSET DETAIL (continued)

| DESCRIPTION | SHARES/ FACE AMOUNT | MARKET PRICE/UNIT | BOOK VALUE | UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD | ENDING ACCRUAL | YIELD ON MARKET |
|---|---|---|---|---|---|---|
| Southern Ca Gas Co 6.350% 11/15/52<br>Standard & Poors Rating: A+<br>Moodys Rating: Aa3<br>842434CX8 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 18,000.000 | 19,808.46<br>110.0470 @ | 18,101.52 | 1,706.94<br>10.80 | 431.80 | 5.77 |
| Sprint Capital Corp 8.750% 3/15/32<br>Standard & Poors Rating: BBB-<br>Moodys Rating: Baa2<br>852060AT9 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 10,000.000 | 12,125.50<br>121.2550 @ | 11,516.70 | 608.80<br>- 231.95 | 38.89 | 7.22 |
| Suncor Energy Inc 5.950% 12/01/34<br>Standard & Poors Rating: BBB<br>Moodys Rating: Baa1<br>867229AD8 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 18,000.000 | 18,855.00<br>104.7500 @ | 17,308.80 | 1,546.20<br>115.74 | 357.00 | 5.68 |
| Toyota Auto Rec 1.020% 3/15/27<br>Standard & Poors Rating: AAA<br>Moodys Rating: N/A<br>89238JAD7 Asset Minor Code 31<br>Date Last Priced: 03/28/24 | 50,000.000 | 46,888.50<br>93.7770 @ | 45,835.94 | 1,052.56<br>164.50 | 22.67 | 1.09 |
| United Airlines 4.300% 2/15/27<br>Standard & Poors Rating: A-<br>Moodys Rating: N/A<br>909319AA3 Asset Minor Code 31<br>Date Last Priced: 03/28/24 | 29,057.690 | 28,502.40<br>98.0890 @ | 27,632.12 | 870.28<br>174.35 | 159.66 | 4.38 |
| Wells Fargo Co Mtn 5.198% 1/23/30<br>Standard & Poors Rating: BBB+<br>Moodys Rating: A1<br>95000U3J0 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 15,000.000 | 14,968.35<br>99.7890 @ | 15,000.00 | - 31.65<br>97.20 | 147.28 | 5.21 |

## ASSET DETAIL (continued)

| DESCRIPTION | SHARES/ FACE AMOUNT | MARKET PRICE/UNIT | BOOK VALUE | UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD | ENDING ACCRUAL | YIELD ON MARKET |
|---|---|---|---|---|---|---|
| Westar Energy Inc 3.100% 4/01/27<br>Standard & Poors Rating: A<br>Moodys Rating: A2<br>95709TAP5 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 19,000.000 | 18,070.52<br>95.1080 @ | 17,681.21 | 389.31<br>162.26 | 294.50 | 3.26 |
| Weyerhaeuser Co 7.375% 3/15/32<br>Standard & Poors Rating: BBB<br>Moodys Rating: Baa2<br>962166BR4 Asset Minor Code 28<br>Date Last Priced: 03/28/24 | 16,000.000 | 18,177.12<br>113.6070 @ | 17,236.48 | 940.64<br>107.84 | 52.44 | 6.49 |
| World Omni Aut Lea 5.570% 7/17/28<br>Standard & Poors Rating: N/A<br>Moodys Rating: Aaa<br>981944AE1 Asset Minor Code 31<br>Date Last Priced: 03/28/24 | 100,000.000 | 99,472.00<br>99.4720 @ | 98,414.06 | 1,057.94<br>- 5.00 | 247.56 | 5.60 |
| **Total Corporate Issues** | **1,504,204.720** | **1,449,190.27** | **1,405,065.50** | **44,124.77**<br>**5,438.45** | **10,467.72** | **4.33** |

## Foreign Issues

| | | | | | | |
|---|---|---|---|---|---|---|
| Bank Nova Scotia 0.700% 4/15/24<br>Standard & Poors Rating: A-<br>Moodys Rating: A2<br>0641593X2 Asset Minor Code 35<br>Date Last Priced: 03/28/24 | 35,000.000 | 34,938.05<br>99.8230 @ | 34,229.30 | 708.75<br>135.10 | 112.97 | 0.70 |
| Mizuho Financial 2.555% 9/13/25<br>Standard & Poors Rating: A-<br>Moodys Rating: A1<br>60687YAZ2 Asset Minor Code 35<br>Date Last Priced: 03/28/24 | 18,000.000 | 17,739.90<br>98.5550 @ | 17,473.14 | 266.76<br>45.18 | 23.00 | 2.59 |

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## ASSET DETAIL (continued)

| DESCRIPTION | SHARES/ FACE AMOUNT | MARKET PRICE/UNIT | BOOK VALUE | UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD | ENDING ACCRUAL | YIELD ON MARKET |
|---|---|---|---|---|---|---|
| Royal Bk Cda<br>Mtn 5.200% 8/01/28<br>Standard & Poors Rating: A<br>Moodys Rating: A1<br>78016HZS2 Asset Minor Code 35<br>Date Last Priced: 03/28/24 | 18,000.000 | 18,179.28<br>100.9960 @ | 17,579.88 | 599.40<br>64.26 | 156.00 | 5.15 |
| **Total Foreign Issues** | **71,000.000** | **70,857.23** | **69,282.32** | **1,574.91**<br>**244.54** | **291.97** | **2.31** |

## Mutual Funds

### Mutual Funds-Equity

| | | | | | | |
|---|---|---|---|---|---|---|
| Columbia<br>Contrarian Core Fund<br>19766M709 Asset Minor Code 98<br>Date Last Priced: 03/28/24 | 20,205.607 | 720,734.00<br>35.6700 @ | 525,064.55 | 195,669.45<br>16,164.48 | .00 | 0.61 |
| Dfa Large Cap<br>Intl Port.<br>233203868 Asset Minor Code 98<br>Date Last Priced: 03/28/24 | 18,274.396 | 507,845.46<br>27.7900 @ | 420,115.96 | 87,729.50<br>16,629.70 | .00 | 3.16 |
| Dodge Cox<br>International Stock Fd I<br>256206103 Asset Minor Code 98<br>Date Last Priced: 03/28/24 | 3,282.792 | 166,437.55<br>50.7000 @ | 133,199.98 | 33,237.57<br>7,681.73 | .00 | 2.22 |
| Dodge Cox<br>Stock Fund I<br>256219106 Asset Minor Code 98<br>Date Last Priced: 03/28/24 | 2,298.386 | 593,052.54<br>258.0300 @ | 419,320.53 | 173,732.01<br>17,559.67 | .00 | 1.41 |
| Emerald<br>Growth Institutional<br>317609253 Asset Minor Code 98<br>Date Last Priced: 03/28/24 | 18,290.007 | 474,991.48<br>25.9700 @ | 419,281.98 | 55,709.50<br>5,487.00 | .00 | 0.00 |

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## ASSET DETAIL (continued)

| DESCRIPTION | SHARES/ FACE AMOUNT | MARKET PRICE/UNIT | BOOK VALUE | UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD | ENDING ACCRUAL | YIELD ON MARKET |
|---|---|---|---|---|---|---|
| Harbor<br>Capital Appreciaton Cl R<br>411512528 Asset Minor Code 98<br>Date Last Priced: 03/28/24 | 3,329.686 | 366,465.24<br>110.0600 @ | 253,731.50 | 112,733.74<br>2,497.26 | .00 | 0.00 |
| Hartford<br>Schroders Emerging Markets<br>41665X859 Asset Minor Code 98<br>Date Last Priced: 03/28/24 | 29,861.547 | 482,263.98<br>16.1500 @ | 457,999.20 | 24,264.78<br>17,021.08 | .00 | 1.47 |
| Ishares S P<br>500 Growth Etf<br>464287309 Asset Minor Code 94<br>Date Last Priced: 03/28/24 | 4,309.000 | 363,851.96<br>84.4400 @ | 257,233.09 | 106,618.87<br>- 2,753.26 | .00 | 0.79 |
| Ishares S P<br>500 Value Etf<br>464287408 Asset Minor Code 94<br>Date Last Priced: 03/28/24 | 1,505.000 | 281,149.05<br>186.8100 @ | 197,993.68 | 83,155.37<br>11,152.05 | .00 | 1.62 |
| Ishares<br>Russell Mid Cap Etf<br>464287499 Asset Minor Code 94<br>Date Last Priced: 03/28/24 | 8,860.000 | 745,037.40<br>84.0900 @ | 529,887.10 | 215,150.30<br>17,887.03 | .00 | 1.27 |
| Mfs<br>International Growth R6<br>552746356 Asset Minor Code 98<br>Date Last Priced: 03/28/24 | 3,986.457 | 168,148.76<br>42.1800 @ | 132,509.21 | 35,639.55<br>3,308.76 | .00 | 1.47 |
| Undiscovered<br>Mgrs Behavioral Value<br>904504479 Asset Minor Code 98<br>Date Last Priced: 03/28/24 | 5,476.362 | 465,655.06<br>85.0300 @ | 370,941.08 | 94,713.98<br>26,505.59 | .00 | 1.71 |
| Vanguard<br>Growth & Income Adm Shs#593<br>921913208 Asset Minor Code 98<br>Date Last Priced: 03/28/24 | 13,306.605 | 1,349,822.01<br>101.4400 @ | 1,043,122.51 | 306,699.50<br>44,444.06 | .00 | 1.15 |

## ASSET DETAIL (continued)

| DESCRIPTION | SHARES/ FACE AMOUNT | MARKET PRICE/UNIT | BOOK VALUE | UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD | ENDING ACCRUAL | YIELD ON MARKET |
|---|---|---|---|---|---|---|
| Vanguard Real Estate Etf<br>922908553 Asset Minor Code 94<br>Date Last Priced: 03/28/24 | 2,216.000 | 191,639.68<br>86.4800 @ | 184,315.49 | 7,324.19<br>2,060.88 | .00 | 4.00 |
| **Total Mutual Funds-Equity** | **135,201.845** | **6,877,094.17** | **5,344,715.86** | **1,532,378.31**<br>**185,646.03** | **.00** | **1.30** |
| **Mutual Funds-Fixed Income** | | | | | | |
| Ishares Mbs Etf<br>464288588 Asset Minor Code 95<br>Date Last Priced: 03/28/24 | 3,484.000 | 321,991.28<br>92.4200 @ | 325,546.17 | - 3,554.89<br>1,776.84 | .00 | 3.60 |
| **Total Mutual Funds-Fixed Income** | **3,484.000** | **321,991.28** | **325,546.17** | **- 3,554.89**<br>**1,776.84** | **.00** | **3.59** |
| **Total Mutual Funds** | **138,685.845** | **7,199,085.45** | **5,670,262.03** | **1,528,823.42**<br>**187,422.87** | **.00** | **1.41** |
| **Total Assets** | **4,686,023.875** | **11,562,004.36** | **9,920,824.94** | **1,641,179.42**<br>**204,034.95** | **29,974.43** | **2.57** |
| **Accrued Income** | **.000** | **29,974.43** | **29,974.43** | | | |
| **Grand Total** | **4,686,023.875** | **11,591,978.79** | **9,950,799.37** | | | |

## 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.

@ No current price is available.

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.

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ACCOUNT 6746050800



## INCOME ACCRUAL DETAIL

| SHARES/ FACE AMOUNT | DESCRIPTION | EX DATE | PAY DATE | ANN RATE | BEGINNING ACCRUAL | INCOME EARNED | INCOME RECEIVED | ENDING ACCRUAL |
|---|---|---|---|---|---|---|---|---|
| **Cash And Equivalents** | | | | | | | | |
| 378,089.080 | First Am Govt Ob Fd Cl X<br>31846V336 | | 04/01/24 | 0.05 | 1,038.00 | 1,560.52 | 1,038.00 | 1,560.52 |
| **Total Cash And Equivalents** | | | | | **1,038.00** | **1,560.52** | **1,038.00** | **1,560.52** |
| **US Government Issues** | | | | | | | | |
| 415,393.190 | F H L M C #Sd8237 4.000% 7/01/52<br>3132DWEJ8 | | | | 1,389.38 | 1,384.64 | 1,389.38 | 1,384.64 |
| 74,149.920 | F H L M C #Sd8244 4.000% 9/01/52<br>3132DWER0 | | | | 248.10 | 247.17 | 248.10 | 247.17 |
| 372,958.130 | F H L M C #Sd8288 5.000% 12/01/52<br>3132DWF57 | | | | 1,561.22 | 1,553.99 | 1,561.22 | 1,553.99 |
| 423,322.090 | F N M A #Ma4838 3.500% 11/01/52<br>31418ELU2 | | | | 1,243.24 | 1,234.69 | 1,243.24 | 1,234.69 |
| 284,220.900 | F N M A #Ma4867 4.500% 12/01/52<br>31418EMR8 | | | | 1,070.36 | 1,065.83 | 1,070.36 | 1,065.83 |
| 36,000.000 | U S Treasury Bd 3.625% 5/15/53<br>912810TR9 | | | | 532.80 | 118.10 | 156.15 | 494.75 |
| 30,000.000 | U S Treasury Bd 3.875% 5/15/43<br>912810TS7 | | | | .00 | 89.43 | - 351.30 | 440.73 |
| 43,000.000 | U S Treasury Bd 4.125% 8/15/53<br>912810TT5 | | | | 86.69 | 161.04 | 23.57 | 224.16 |
| 230,000.000 | U S Treasury Bd 4.500% 8/15/43<br>912810TU2 | | | | 426.51 | 881.46 | .00 | 1,307.97 |
| 20,000.000 | U S Treasury Bd 4.500% 2/15/44<br>912810TZ1 | | | | .00 | 21.42 | - 64.29 | 85.71 |
| 280,000.000 | U S Treasury Nt 5.000% 10/31/25<br>91282CJE2 | | | | 4,692.31 | 1,192.31 | .00 | 5,884.62 |

## INCOME ACCRUAL DETAIL (continued)

| SHARES/ FACE AMOUNT | DESCRIPTION | EX DATE | PAY DATE | ANN RATE | BEGINNING ACCRUAL | INCOME EARNED | INCOME RECEIVED | ENDING ACCRUAL |
|---|---|---|---|---|---|---|---|---|
| 135,000.000 | U S Treasury Nt 4.750% 11/15/33 91282CJJ1 | | | | 2,024.62 | 543.72 | 137.23 | 2,431.11 |
| .000 | U S Treasury Nt 4.875% 11/30/25 91282CJL6 | | | | 492.92 | 13.23 | 506.15 | .00 |
| .000 | U S Treasury Nt 4.250% 12/31/25 91282CJS1 | | | | 249.28 | 40.86 | 290.14 | .00 |
| 135,000.000 | U S Treasury Nt 4.000% 1/31/29 91282CJW2 | | | | 445.05 | 459.90 | .00 | 904.95 |
| 95,000.000 | U S Treasury Nt 4.000% 2/15/34 91282CJZ5 | | | | 65.93 | 219.23 | - 93.96 | 379.12 |
| 4,000.000 | U S Treasury Nt 4.250% 2/28/29 91282CKD2 | | | | .00 | 11.55 | - 3.23 | 14.78 |
| **Total US Government Issues** | | | | | **14,528.41** | **9,238.57** | **6,112.76** | **17,654.22** |
| **Corporate Issues** | | | | | | | | |
| 30,000.000 | At T Inc 2.550% 12/01/33 00206RMM1 | | | | 191.25 | 63.75 | .00 | 255.00 |
| 18,000.000 | American Honda Mtn 5.125% 7/07/28 02665WEM9 | | | | 138.38 | 76.87 | .00 | 215.25 |
| 15,000.000 | American Honda Mtn 4.900% 1/10/34 02665WEZ0 | | | | 104.13 | 61.25 | .00 | 165.38 |
| 13,000.000 | Amgen Inc 5.650% 3/02/53 031162DT4 | | | | 365.21 | 61.21 | 367.25 | 59.17 |
| 15,000.000 | Aztrazeneca LLC 5.000% 2/26/34 04636NAN3 | | | | 10.42 | 62.50 | .00 | 72.92 |
| 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 | | | | 67.43 | 53.23 | .00 | 120.66 |

## INCOME ACCRUAL DETAIL (continued)

| SHARES/ FACE AMOUNT | DESCRIPTION | EX DATE | PAY DATE | ANN RATE | BEGINNING ACCRUAL | INCOME EARNED | INCOME RECEIVED | ENDING ACCRUAL |
|---|---|---|---|---|---|---|---|---|
| 35,000.000 | Bank Of Ny Mtn 0.500% 4/26/24<br>06406RAS6 | | | | 60.76 | 14.59 | .00 | 75.35 |
| 24,000.000 | Berkshire Hathaway 3.850% 3/15/52<br>084664DB4 | | | | 426.07 | 77.00 | 462.00 | 41.07 |
| 35,000.000 | Black Hills Corp 1.037% 8/23/24<br>092113AU3 | | | | 8.07 | 30.24 | .00 | 38.31 |
| 15,000.000 | Blackrock Funding 5.250% 3/14/54<br>09290DAC5 | | | | .00 | 37.19 | .00 | 37.19 |
| 5,000.000 | Bristol Myers 5.200% 2/22/34<br>110122EH7 | | | | 6.50 | 21.67 | .00 | 28.17 |
| 15,000.000 | Cna Fnl Corp 5.125% 2/15/34<br>126117AY6 | | | | 46.98 | 64.06 | .00 | 111.04 |
| 5,000.000 | Cvs Caremark 6.125% 9/15/39<br>126650BR0 | | | | 141.22 | 25.52 | 153.13 | 13.61 |
| 17,000.000 | Cvs Health Corp 5.050% 3/25/48<br>126650CZ1 | | | | 372.02 | 71.54 | 429.25 | 14.31 |
| 15,000.000 | Cisco Sys Inc 5.300% 2/26/54<br>17275RBU5 | | | | 11.04 | 66.25 | .00 | 77.29 |
| 20,000.000 | Citigroup Inc Sub 6.174% 5/25/34<br>17327CAR4 | | | | 329.28 | 102.90 | .00 | 432.18 |
| 20,000.000 | Commonwealth Edison 5.875% 2/01/33<br>202795HG8 | | | | 97.92 | 97.91 | .00 | 195.83 |
| 11,000.000 | Consolidated Edison 5.700% 12/01/36<br>209111EQ2 | | | | 156.75 | 52.25 | .00 | 209.00 |
| 15,000.000 | Cummins Inc Sr 5.450% 2/20/54<br>231021AX4 | | | | 24.98 | 68.12 | .00 | 93.10 |
| 15,000.000 | Dte Elec Co 5.200% 3/01/34<br>23338VAV8 | | | | 4.33 | 65.00 | .00 | 69.33 |

## INCOME ACCRUAL DETAIL (continued)

| SHARES/ FACE AMOUNT | DESCRIPTION | EX DATE | PAY DATE | ANN RATE | BEGINNING ACCRUAL | INCOME EARNED | INCOME RECEIVED | ENDING ACCRUAL |
|---|---|---|---|---|---|---|---|---|
| 10,000.000 | Dell Intl LLC 5.400% 4/15/34 24703DBN0 | | | | .00 | 19.50 | .00 | 19.50 |
| 32,135.960 | Delta Air Lines 5.000% 12/10/29 247361ZW1 | | | | 361.53 | - 267.80 | .00 | 93.73 |
| .000 | Discovery 5.200% 9/20/47 25470DAT6 | | | | 441.86 | .00 | 441.86 | .00 |
| 20,000.000 | Duke Energy 5.550% 3/15/54 26442EAL4 | | | | .00 | 52.42 | .00 | 52.42 |
| 29,000.000 | Electronic Arts Inc 2.950% 2/15/51 285512AF6 | | | | 38.02 | 71.29 | .00 | 109.31 |
| 15,000.000 | Energy Transfer L P 5.950% 5/15/54 29273VAW0 | | | | 89.25 | 74.38 | .00 | 163.63 |
| 21,000.000 | Entergy LLC 5.000% 9/01/33 29366WAD8 | | | | 525.00 | 87.50 | 525.00 | 87.50 |
| 29,000.000 | Essential Utils Inc 3.351% 4/15/50 29670GAE2 | | | | 367.12 | 80.98 | .00 | 448.10 |
| 13,000.000 | Extra Space Storage 5.700% 4/01/28 30225VAJ6 | | | | 427.50 | 66.50 | 123.50 | 370.50 |
| 26,011.070 | Fedex 2020 1 Class 1.875% 2/20/34 314353AA1 | | | | 14.90 | 40.64 | .00 | 55.54 |
| 40,000.000 | First Natl Mstr 8.24026% 4/16/29 32113CBV1 | | | | 146.49 | 171.00 | 171.00 | 146.49 |
| 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 |
| 30,000.000 | Gm Fin Atmbl Lease 5.160% 1/20/27 362541AE4 | | | | 47.30 | 129.00 | 129.00 | 47.30 |

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## INCOME ACCRUAL DETAIL (continued)

| SHARES/ FACE AMOUNT | DESCRIPTION | EX DATE | PAY DATE | ANN RATE | BEGINNING ACCRUAL | INCOME EARNED | INCOME RECEIVED | ENDING ACCRUAL |
|---|---|---|---|---|---|---|---|---|
| 22,000.000 | Goldman Sachs 1.948% 10/21/27<br>38141GYM0 | | | | 154.76 | 35.71 | .00 | 190.47 |
| 35,000.000 | Hormel Foods Corp 0.650% 6/03/24<br>440452AG5 | | | | 55.61 | 18.96 | .00 | 74.57 |
| 15,000.000 | Hyundai Auto Recv 1.600% 12/15/26<br>44933FAF3 | | | | 10.67 | 20.00 | 20.00 | 10.67 |
| 19,000.000 | Idaho Pwr Co 5.800% 4/01/54<br>45138LBJ1 | | | | 520.39 | 91.83 | .00 | 612.22 |
| 15,000.000 | Warnermedia Hldgs 5.141% 3/15/52<br>55903VBE2 | | | | .00 | 64.26 | 29.99 | 34.27 |
| 15,000.000 | Marsh McLennan 5.450% 3/15/54<br>571748BX9 | | | | 24.98 | 68.12 | .00 | 93.10 |
| 16,000.000 | Mattel Inc 5.450% 11/01/41<br>577081AW2 | | | | 290.67 | 72.66 | .00 | 363.33 |
| 22,000.000 | Motorola Solutions 2.750% 5/24/31<br>620076BU2 | | | | 163.01 | 50.42 | .00 | 213.43 |
| 19,000.000 | Nevada Power Co 6.000% 3/15/54<br>641423CG1 | | | | 525.67 | 101.33 | 576.33 | 50.67 |
| 18,000.000 | Nextera Energy Cap 6.051% 3/01/25<br>65339KBP4 | | | | 272.29 | 363.06 | 544.59 | 90.76 |
| 20,000.000 | Northern Tr Corp 6.125% 11/02/32<br>665859AX2 | | | | 404.93 | 102.08 | .00 | 507.01 |
| 18,000.000 | Ovintiv Inc 6.250% 7/15/33<br>69047QAC6 | | | | 143.75 | 93.75 | .00 | 237.50 |
| 15,000.000 | Pacific Gas Elec Co 4.950% 7/01/50<br>694308JN8 | | | | 123.75 | 61.88 | .00 | 185.63 |
| 22,000.000 | Philip Morris Intl 5.250% 2/13/34<br>718172DJ5 | | | | 57.75 | 96.25 | .00 | 154.00 |

## 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<br>72650RBC5 | | | | 103.68 | 100.33 | .00 | 204.01 |
| .000 | Public Service Co 5.250% 4/01/53<br>744448CY5 | | | | 437.50 | 87.50 | .00 | 525.00 |
| .000 | Public Storage 5.350% 8/01/53<br>74460WAH0 | | | | 89.17 | 35.66 | 124.83 | .00 |
| 18,000.000 | Ssm Health Care Corp 4.894% 6/01/28<br>784710AC9 | | | | 220.23 | 73.41 | .00 | 293.64 |
| 35,000.000 | Salesforce Com Inc 0.625% 7/15/24<br>79466LAG9 | | | | 27.95 | 18.23 | .00 | 46.18 |
| 15,000.000 | Schwab Charles Corp 6.196% 11/17/29<br>808513CJ2 | | | | 268.49 | 77.45 | .00 | 345.94 |
| 19,000.000 | Southern Calif 5.875% 12/01/53<br>842400HX4 | | | | 279.06 | 93.02 | .00 | 372.08 |
| 18,000.000 | Southern Ca Gas Co 6.350% 11/15/52<br>842434CX8 | | | | 336.55 | 95.25 | .00 | 431.80 |
| 10,000.000 | Sprint Capital Corp 8.750% 3/15/32<br>852060AT9 | | | | 605.21 | 80.21 | 646.53 | 38.89 |
| 18,000.000 | Suncor Energy Inc 5.950% 12/01/34<br>867229AD8 | | | | 267.75 | 89.25 | .00 | 357.00 |
| 50,000.000 | Toyota Auto Rec 1.020% 3/15/27<br>89238JAD7 | | | | 22.67 | 42.50 | 42.50 | 22.67 |
| 29,057.690 | United Airlines 4.300% 2/15/27<br>909319AA3 | | | | 55.53 | 104.13 | .00 | 159.66 |
| 15,000.000 | Wells Fargo Co Mtn 5.198% 1/23/30<br>95000U3J0 | | | | 82.30 | 64.98 | .00 | 147.28 |
| 19,000.000 | Westar Energy Inc 3.100% 4/01/27<br>95709TAP5 | | | | 245.42 | 49.08 | .00 | 294.50 |

## 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 | Weyerhaeuser Co 7.375% 3/15/32 962166BR4 | | | | 544.11 | 98.33 | 590.00 | 52.44 |
| 100,000.000 | World Omni Aut Lea 5.570% 7/17/28 981944AE1 | | | | 247.56 | 420.00 | 420.00 | 247.56 |
| **Total Corporate Issues** | | | | | **11,796.38** | **5,009.64** | **6,338.30** | **10,467.72** |
| **Foreign Issues** | | | | | | | | |
| 35,000.000 | Bank Nova Scotia 0.700% 4/15/24 0641593X2 | | | | 92.56 | 20.41 | .00 | 112.97 |
| 18,000.000 | Mizuho Financial 2.555% 9/13/25 60687YAZ2 | | | | 214.62 | 38.33 | 229.95 | 23.00 |
| 18,000.000 | Royal Bk Cda Mtn 5.200% 8/01/28 78016HZS2 | | | | 78.00 | 78.00 | .00 | 156.00 |
| **Total Foreign Issues** | | | | | **385.18** | **136.74** | **229.95** | **291.97** |
| **Mutual Funds-Equity** | | | | | | | | |
| 2,298.386 | Dodge Cox Stock Fund I 256219106 | 03/25/24 | 03/26/24 | 3.64 | .00 | 2,096.13 | 2,096.13 | .00 |
| 4,309.000 | Ishares S P 500 Growth Etf 464287309 | 03/21/24 | 03/27/24 | 0.67 | .00 | 360.28 | 360.28 | .00 |
| 1,505.000 | Ishares S P 500 Value Etf 464287408 | 03/21/24 | 03/27/24 | 3.02 | .00 | 1,267.80 | 1,267.80 | .00 |
| 8,860.000 | Ishares Russell Mid Cap Etf 464287499 | 03/21/24 | 03/27/24 | 1.07 | .00 | 1,931.06 | 1,931.06 | .00 |
| 2,216.000 | Vanguard Real Estate Etf 922908553 | 03/22/24 | 03/27/24 | 3.46 | .00 | 1,623.00 | 1,623.00 | .00 |
| **Total Mutual Funds-Equity** | | | | | **.00** | **7,278.27** | **7,278.27** | **.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<br>464288588 | 03/01/24 | 03/07/24 | 3.33 | .00 | 1,017.53 | 1,017.53 | .00 |
| **Total Mutual Funds-Fixed Income** | | | | | **.00** | **1,017.53** | **1,017.53** | **.00** |
| **Grand Total** | | | | | **27,747.97** | **24,241.27** | **22,014.81** | **29,974.43** |

## INVESTMENT ACTIVITY

| DATE | DESCRIPTION | CASH |
|---|---|---|
| | **Interest** | |
| | **Amgen Inc 5.650% 3/02/53 031162Dt4** | |
| 03/04/2024 | Amgen Inc 5.650% 3/02/53<br>0.02825 USD/$1 Pv On 13,000 Par Value Due 3/2/24 | 367.25 |
| | **Berkshire Hathaway 3.850% 3/15/52 084664Db4** | |
| 03/15/2024 | Berkshire Hathaway 3.850% 3/15/52<br>0.01925 USD/$1 Pv On 24,000 Par Value Due 3/15/24 | 462.00 |
| | **Bmw Veh Owner Tr 3.440% 12/26/28 05602Rae1** | |
| 03/25/2024 | Bmw Veh Owner Tr 3.440% 12/26/28<br>$0.00287/Pv On 100,000.00 Pv Due 3/25/24 | 286.67 |
| | **Cvs Caremark 6.125% 9/15/39 126650Br0** | |
| 03/15/2024 | Cvs Caremark 6.125% 9/15/39<br>0.030625 USD/$1 Pv On 5,000 Par Value Due 3/15/24 | 153.13 |
| | **Cvs Health Corp 5.050% 3/25/48 126650CZ1** | |
| 03/25/2024 | Cvs Health Corp 5.050% 3/25/48<br>0.02525 USD/$1 Pv On 17,000 Par Value Due 3/25/24 | 429.25 |
| | **Discovery 5.200% 9/20/47 25470Dat6** | |
| 03/01/2024 | Received Accrued Interest On Sale Of<br>Discovery 5.200% 9/20/47<br>Income Credit 441.86 USD | 441.86 |
| | **Entergy LLC 5.000% 9/01/33 29366Wad8** | |
| 03/01/2024 | Entergy LLC 5.000% 9/01/33<br>0.025 USD/$1 Pv On 21,000 Par Value Due 3/1/24 | 525.00 |

## INVESTMENT ACTIVITY (continued)

| DATE | DESCRIPTION | CASH |
|---|---|---|
| | **Extra Space Storage 5.700% 4/01/28**<br>**30225Vaj6** | |
| 03/07/2024 | Received Accrued Interest On Sale Of<br>Extra Space Storage 5.700% 4/01/28<br>Income Credit 123.50 USD | 123.50 |
| | **F H L M C #Sd8237 4.000% 7/01/52**<br>**3132Dwej8** | |
| 03/25/2024 | F H L M C #Sd8237 4.000% 7/01/52<br>February FHLMC Due 3/25/24 | 1,389.38 |
| | **F H L M C #Sd8244 4.000% 9/01/52**<br>**3132Dwer0** | |
| 03/25/2024 | F H L M C #Sd8244 4.000% 9/01/52<br>February FHLMC Due 3/25/24 | 248.10 |
| | **F H L M C #Sd8288 5.000% 12/01/52**<br>**3132Dwf57** | |
| 03/25/2024 | F H L M C #Sd8288 5.000% 12/01/52<br>February FHLMC Due 3/25/24 | 1,561.22 |
| | **F N M A #Ma4838 3.500% 11/01/52**<br>**31418Elu2** | |
| 03/25/2024 | F N M A #Ma4838 3.500% 11/01/52<br>February FNMA Due 3/25/24 | 1,243.24 |
| | **F N M A #Ma4867 4.500% 12/01/52**<br>**31418Emr8** | |
| 03/25/2024 | F N M A #Ma4867 4.500% 12/01/52<br>February FNMA Due 3/25/24 | 1,070.36 |
| | **First Am Govt Ob Fd Cl X**<br>**31846V336** | |
| 03/01/2024 | Interest From 2/1/24 To 2/29/24 | 1,038.00 |
| | **First Natl Mstr 8.24026% 4/16/29**<br>**32113Cbv1** | |

## INVESTMENT ACTIVITY (continued)

| DATE | DESCRIPTION | CASH |
|---|---|---|
| 03/15/2024 | First Natl Mstr 8.24026% 4/16/29<br>$0.00427/Pv On 40,000.00 Pv Due 3/15/24 | 171.00 |
| **Ford Cr Aut Own Tr 0.490% 9/15/26<br>34532Nad7** | | |
| 03/15/2024 | Ford Cr Aut Own Tr 0.490% 9/15/26<br>$0.00041/Pv On 75,000.00 Pv Due 3/15/24 | 30.62 |
| **Ford Cr Auto Owner 5.980% 6/15/28<br>345295Af6** | | |
| 03/15/2024 | Ford Cr Auto Owner 5.980% 6/15/28<br>$0.00498/Pv On 45,000.00 Pv Due 3/15/24 | 224.25 |
| **Gm Fin Atmbl Lease 5.160% 1/20/27<br>362541Ae4** | | |
| 03/20/2024 | Gm Fin Atmbl Lease 5.160% 1/20/27<br>$0.00430/Pv On 30,000.00 Pv Due 3/20/24 | 129.00 |
| **Hyundai Auto Recv 1.600% 12/15/26<br>44933Faf3** | | |
| 03/15/2024 | Hyundai Auto Recv 1.600% 12/15/26<br>$0.00133/Pv On 15,000.00 Pv Due 3/15/24 | 20.00 |
| **Mizuho Financial 2.555% 9/13/25<br>60687Yaz2** | | |
| 03/13/2024 | Mizuho Financial 2.555% 9/13/25<br>0.012775 USD/$1 Pv On 18,000 Par Value Due 3/13/24 | 229.95 |
| **Nevada Power Co 6.000% 3/15/54<br>641423Cg1** | | |
| 03/15/2024 | Nevada Power Co 6.000% 3/15/54<br>0.030333 USD/$1 Pv On 19,000 Par Value Due 3/15/24 | 576.33 |
| **Nextera Energy Cap 6.051% 3/01/25<br>65339Kbp4** | | |
| 03/01/2024 | Nextera Energy Cap 6.051% 3/01/25<br>0.030255 USD/$1 Pv On 18,000 Par Value Due 3/1/24 | 544.59 |

## INVESTMENT ACTIVITY (continued)

| DATE | DESCRIPTION | CASH |
|---|---|---|
| **Public Storage 5.350% 8/01/53 74460Wah0** | | |
| 03/13/2024 | Received Accrued Interest On Sale Of Public Storage 5.350% 8/01/53 Income Credit 124.83 USD | 124.83 |
| **Sprint Capital Corp 8.750% 3/15/32 852060At9** | | |
| 03/07/2024 | Received Accrued Interest On Sale Of Sprint Capital Corp 8.750% 3/15/32 Income Credit 209.03 USD | 209.03 |
| 03/15/2024 | Sprint Capital Corp 8.750% 3/15/32 0.04375 USD/$1 Pv On 10,000 Par Value Due 3/15/24 | 437.50 |
| **Total Sprint Capital Corp 8.750% 3/15/32** | | **646.53** |
| **Toyota Auto Rec 1.020% 3/15/27 89238Jad7** | | |
| 03/15/2024 | Toyota Auto Rec 1.020% 3/15/27 $0.00085/Pv On 50,000.00 Pv Due 3/15/24 | 42.50 |
| **U S Treasury Bd 3.625% 5/15/53 912810Tr9** | | |
| 03/06/2024 | Received Accrued Interest On Sale Of U S Treasury Bd 3.625% 5/15/53 Income Credit 156.15 USD | 156.15 |
| **U S Treasury Bd 3.875% 5/15/43 912810Ts7** | | |
| 03/04/2024 | Paid Accrued Interest On Purchase Of U S Treasury Bd 3.875% 5/15/43 Income Debit 351.30- USD | - 351.30 |
| **U S Treasury Bd 4.125% 8/15/53 912810Tt5** | | |

## INVESTMENT ACTIVITY (continued)

| DATE | DESCRIPTION | CASH |
|---|---|---|
| 03/12/2024 | Received Accrued Interest On Sale Of<br>U S Treasury Bd 4.125% 8/15/53<br>Income Credit 23.57 USD | 23.57 |
| **U S Treasury Bd 4.500% 2/15/44<br>912810Tz1** | | |
| 03/12/2024 | Paid Accrued Interest On Purchase Of<br>U S Treasury Bd 4.500% 2/15/44<br>Income Debit 64.29- USD | - 64.29 |
| **U S Treasury Nt 4.000% 2/15/34<br>91282Cjz5** | | |
| 03/07/2024 | Paid Accrued Interest On Purchase Of<br>U S Treasury Nt 4.000% 2/15/34<br>Income Debit 11.54- USD | - 11.54 |
| 03/11/2024 | Paid Accrued Interest On Purchase Of<br>U S Treasury Nt 4.000% 2/15/34<br>Income Debit 82.42- USD | - 82.42 |
| **Total U S Treasury Nt 4.000% 2/15/34** | | **- 93.96** |
| **U S Treasury Nt 4.250% 2/28/29<br>91282Ckd2** | | |
| 03/07/2024 | Paid Accrued Interest On Purchase Of<br>U S Treasury Nt 4.250% 2/28/29<br>Income Debit 3.23- USD | - 3.23 |
| **U S Treasury Nt 4.250% 12/31/25<br>91282Cjs1** | | |
| 03/11/2024 | Received Accrued Interest On Sale Of<br>U S Treasury Nt 4.250% 12/31/25<br>Income Credit 290.14 USD | 290.14 |
| **U S Treasury Nt 4.750% 11/15/33<br>91282Cjj1** | | |

## INVESTMENT ACTIVITY (continued)

| DATE | DESCRIPTION | CASH |
|---|---|---|
| 03/05/2024 | Received Accrued Interest On Sale Of<br>U S Treasury Nt 4.750% 11/15/33<br>Income Credit 137.23 USD | 137.23 |
| **U S Treasury Nt 4.875% 11/30/25<br>91282Cjl6** | | |
| 03/04/2024 | Received Accrued Interest On Sale Of<br>U S Treasury Nt 4.875% 11/30/25<br>Income Credit 506.15 USD | 506.15 |
| **Warnermedia Hldgs 5.141% 3/15/52<br>55903Vbe2** | | |
| 03/01/2024 | Paid Accrued Interest On Purchase Of<br>Warnermedia Hldgs 5.141% 3/15/52<br>Income Debit 355.59- USD | - 355.59 |
| 03/15/2024 | Warnermedia Hldgs 5.141% 3/15/52<br>0.025705 USD/$1 Pv On 15,000 Par Value Due 3/15/24 | 385.58 |
| **Total Warnermedia Hldgs 5.141% 3/15/52** | | **29.99** |
| **Weyerhaeuser Co 7.375% 3/15/32<br>962166Br4** | | |
| 03/15/2024 | Weyerhaeuser Co 7.375% 3/15/32<br>0.036875 USD/$1 Pv On 16,000 Par Value Due 3/15/24 | 590.00 |
| **World Omni Aut Lea 5.570% 7/17/28<br>981944Ae1** | | |
| 03/15/2024 | World Omni Aut Lea 5.570% 7/17/28<br>$0.00420/Pv On 100,000.00 Pv Due 3/15/24 | 420.00 |
| **Total Interest** | | **13,719.01** |

**Dividends**

**Dodge Cox Stock Fund I
256219106**

## INVESTMENT ACTIVITY (continued)

| DATE | DESCRIPTION | CASH |
|---|---|---|
| 03/26/2024 | 0.912 USD/Share On 2,298.386 Shares Due 3/26/24<br>Div & Lt Cap Gain Payable 03/26/24 | 2,096.13 |
| **Ishares Mbs Etf**<br>**464288588** | | |
| 03/07/2024 | 0.292058 USD/Share On 3,484 Shares Due 3/7/24 | 1,017.53 |
| **Ishares Russell Mid Cap Etf**<br>**464287499** | | |
| 03/27/2024 | 0.217953 USD/Share On 8,860 Shares Due 3/27/24 | 1,931.06 |
| **Ishares S P 500 Growth Etf**<br>**464287309** | | |
| 03/27/2024 | 0.083611 USD/Share On 4,309 Shares Due 3/27/24 | 360.28 |
| **Ishares S P 500 Value Etf**<br>**464287408** | | |
| 03/27/2024 | 0.842393 USD/Share On 1,505 Shares Due 3/27/24 | 1,267.80 |
| **Vanguard Real Estate Etf**<br>**922908553** | | |
| 03/27/2024 | 0.7324 USD/Share On 2,216 Shares Due 3/27/24 | 1,623.00 |
| **Total Dividends** | | **8,295.80** |

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## PLAN EXPENSES

| DATE | DESCRIPTION | CASH |
|---|---|---|
| **Trust Fees** | | |
| **Trust Fees** | | |
| 03/26/2024 | Collected | - 1,872.19 |
| | Charged For Period 02/01/2024 Thru 02/29/2024 | |
| **Total Trust Fees** | | **- 1,872.19** |
| **Total Trust Fees** | | **- 1,872.19** |
| **Total Plan Expenses** | | **- 1,872.19** |

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## OTHER ACTIVITY

| DATE | DESCRIPTION | CASH |
|---|---|---|
| **Transfers To Checking Account** | | |
| **ACH Transfer To Checking** | | |
| 03/28/2024 | Paid To Jp Morgan Chase DDA Xxxxxx9737<br>Pars Admin Fee, Per Dir Dtd 3/26/24 | - 1,624.33 |
| **Total ACH Transfer To Checking** | | **- 1,624.33** |
| **Total Transfers To Checking Account** | | **- 1,624.33** |
| **Total Other Activity** | | **- 1,624.33** |

## PURCHASES

| DATE | DESCRIPTION | SHARES/ FACE AMOUNT | COMMISSION | CASH | BOOK VALUE |
|---|---|---|---|---|---|
| **Cash And Equivalents** | | | | | |
| 03/01/2024 | Purchased<br>4,485.38 Units Of<br>First Am Govt Ob Fd Cl X<br>Trade Date 3/1/24<br>31846V336 | 4,485.380 | .00 | - 4,485.38 | 4,485.38 |
| 03/04/2024 | Purchased<br>14,190.18 Units Of<br>First Am Govt Ob Fd Cl X<br>Trade Date 3/4/24<br>31846V336 | 14,190.180 | .00 | - 14,190.18 | 14,190.18 |
| 03/05/2024 | Purchased 88,947<br>Units Of<br>First Am Govt Ob Fd Cl X<br>Trade Date 3/5/24<br>31846V336 | 88,947.000 | .00 | - 88,947.00 | 88,947.00 |
| 03/06/2024 | Purchased<br>12,597.01 Units Of<br>First Am Govt Ob Fd Cl X<br>Trade Date 3/6/24<br>31846V336 | 12,597.010 | .00 | - 12,597.01 | 12,597.01 |
| 03/07/2024 | Purchased<br>3,532.56 Units Of<br>First Am Govt Ob Fd Cl X<br>Trade Date 3/7/24<br>31846V336 | 3,532.560 | .00 | - 3,532.56 | 3,532.56 |
| 03/11/2024 | Purchased<br>5,227.64 Units Of<br>First Am Govt Ob Fd Cl X<br>Trade Date 3/11/24<br>31846V336 | 5,227.640 | .00 | - 5,227.64 | 5,227.64 |
| 03/13/2024 | Purchased<br>20,536.18 Units Of<br>First Am Govt Ob Fd Cl X<br>Trade Date 3/13/24<br>31846V336 | 20,536.180 | .00 | - 20,536.18 | 20,536.18 |

## PURCHASES (continued)

| DATE | DESCRIPTION | SHARES/ FACE AMOUNT | COMMISSION | CASH | BOOK VALUE |
|---|---|---|---|---|---|
| 03/15/2024 | Purchased<br>3,512.91 Units Of<br>First Am Govt Ob Fd Cl X<br>Trade Date 3/15/24<br>31846V336 | 3,512.910 | .00 | - 3,512.91 | 3,512.91 |
| 03/20/2024 | Purchased 129<br>Units Of<br>First Am Govt Ob Fd Cl X<br>Trade Date 3/20/24<br>31846V336 | 129.000 | .00 | - 129.00 | 129.00 |
| 03/25/2024 | Purchased<br>13,805.05 Units Of<br>First Am Govt Ob Fd Cl X<br>Trade Date 3/25/24<br>31846V336 | 13,805.050 | .00 | - 13,805.05 | 13,805.05 |
| 03/27/2024 | Purchased<br>19,271.25 Units Of<br>First Am Govt Ob Fd Cl X<br>Trade Date 3/27/24<br>31846V336 | 19,271.250 | .00 | - 19,271.25 | 19,271.25 |
| **Total First Am Govt Ob Fd Cl X** | | **186,234.160** | **.00** | **- 186,234.16** | **186,234.16** |
| **Total Cash And Equivalents** | | **186,234.160** | **.00** | **- 186,234.16** | **186,234.16** |
| **US Government Issues** | | | | | |
| 03/01/2024 | Purchased 30,000<br>Par Value Of<br>U S Treasury Bd 3.875% 5/15/43<br>Trade Date 3/1/24<br>Purchased Through Barclays Capital Inc. Fixed In<br>Swift External Ref#: 8406103223182276<br>30,000 Par Value At 91.73826667 %<br>912810TS7 | 30,000.000 | .00 | - 27,521.48 | 27,521.48 |
| **Total U S Treasury Bd 3.875% 5/15/43** | | **30,000.000** | **.00** | **- 27,521.48** | **27,521.48** |

## PURCHASES (continued)

| DATE | DESCRIPTION | SHARES/ FACE AMOUNT | COMMISSION | CASH | BOOK VALUE |
|---|---|---|---|---|---|
| 03/11/2024 | Purchased 20,000<br>Par Value Of<br>U S Treasury Bd 4.500% 2/15/44<br>Trade Date 3/11/24<br>Purchased Through Barclays Capital Inc. Fixed In<br>Swift External Ref#: 8407103223261023<br>20,000 Par Value At 101.8047 %<br>912810TZ1 | 20,000.000 | .00 | - 20,360.94 | 20,360.94 |
| **Total U S Treasury Bd 4.500% 2/15/44** | | **20,000.000** | **.00** | **- 20,360.94** | **20,360.94** |
| 03/27/2024 | Purchased 16,000<br>Par Value Of<br>U S Treasury Bd 5.000% 11/15/53<br>Trade Date 3/27/24<br>Purchased Through Morgan Stanley & Co. LLC<br>Swift External Ref#: 8408703223383229<br>16,000 Par Value At 106.515625 %<br>912810TV0 | 16,000.000 | .00 | - 17,042.50 | 17,042.50 |
| **Total U S Treasury Bd 5.000% 11/15/53** | | **16,000.000** | **.00** | **- 17,042.50** | **17,042.50** |
| 03/05/2024 | Purchased 5,000<br>Par Value Of<br>U S Treasury Nt 4.000% 2/15/34<br>Trade Date 3/5/24<br>Purchased Through Rbc Capital Markets, LLC<br>Swift External Ref#: 8406503223205951<br>5,000 Par Value At 98.7968 %<br>91282CJZ5 | 5,000.000 | .00 | - 4,939.84 | 4,939.84 |
| 03/08/2024 | Purchased 30,000<br>Par Value Of<br>U S Treasury Nt 4.000% 2/15/34<br>Trade Date 3/8/24<br>Purchased Through BofA Securities, Inc./Fxd Inc<br>Swift External Ref#: 8406803223249620<br>30,000 Par Value At 99.3047 %<br>91282CJZ5 | 30,000.000 | .00 | - 29,791.41 | 29,791.41 |

## PURCHASES (continued)

| DATE | DESCRIPTION | SHARES/ FACE AMOUNT | COMMISSION | CASH | BOOK VALUE |
|---|---|---|---|---|---|
| 03/28/2024 | Purchased 20,000<br>Par Value Of<br>U S Treasury Nt 4.000% 2/15/34<br>Trade Date 3/28/24<br>Purchased Through Barclays Capital Inc. Fixed In<br>Swift External Ref#: 8408803223386553<br>20,000 Par Value At 98.45315 %<br>91282CJZ5 | 20,000.000 | .00 | - 19,690.63 | 19,690.63 |
| **Total U S Treasury Nt 4.000% 2/15/34** | | **55,000.000** | **.00** | **- 54,421.88** | **54,421.88** |
| 03/05/2024 | Purchased 4,000<br>Par Value Of<br>U S Treasury Nt 4.250% 2/28/29<br>Trade Date 3/5/24<br>Purchased Through Barclays Capital Inc. Fixed In<br>Swift External Ref#: 8406503223207962<br>4,000 Par Value At 100.461 %<br>91282CKD2 | 4,000.000 | .00 | - 4,018.44 | 4,018.44 |
| **Total U S Treasury Nt 4.250% 2/28/29** | | **4,000.000** | **.00** | **- 4,018.44** | **4,018.44** |
| **Total Government Issues** | | **125,000.000** | **.00** | **- 123,365.24** | **123,365.24** |
| **Corporate Issues** | | | | | |
| 03/05/2024 | Purchased 10,000<br>Par Value Of<br>Blackrock Funding 5.250% 3/14/54<br>Trade Date 3/5/24<br>Purchased Through Stifel, Nicolaus & Co.,Inc.<br>Swift External Ref#: 8406503223211444<br>10,000 Par Value At 99.506 %<br>09290DAC5 | 10,000.000 | .00 | - 9,950.60 | 9,950.60 |

## PURCHASES (continued)

| DATE | DESCRIPTION | SHARES/ FACE AMOUNT | COMMISSION | CASH | BOOK VALUE |
|---|---|---|---|---|---|
| 03/05/2024 | Purchased 5,000<br>Par Value Of<br>Blackrock Funding 5.250% 3/14/54<br>Trade Date 3/5/24<br>Purchased Through Morgan Stanley & Co. LLC<br>Swift External Ref#: 8406503223211039<br>5,000 Par Value At 98.794 %<br>09290DAC5 | 5,000.000 | .00 | - 4,939.70 | 4,939.70 |
| **Total Blackrock Funding 5.250% 3/14/54** | | **15,000.000** | **.00** | **- 14,890.30** | **14,890.30** |
| 03/04/2024 | Purchased 10,000<br>Par Value Of<br>Dell Intl LLC 5.400% 4/15/34<br>Trade Date 3/4/24<br>Purchased Through J.P. Morgan Securities LLC<br>Swift External Ref#: 8406403223198715<br>10,000 Par Value At 99.802 %<br>24703DBN0 | 10,000.000 | .00 | - 9,980.20 | 9,980.20 |
| **Total Dell Intl LLC 5.400% 4/15/34** | | **10,000.000** | **.00** | **- 9,980.20** | **9,980.20** |
| 03/11/2024 | Purchased 20,000<br>Par Value Of<br>Duke Energy 5.550% 3/15/54<br>Trade Date 3/11/24<br>Purchased Through Mitsubishi Ufj Securities USA<br>Swift External Ref#: 8407103223263648<br>20,000 Par Value At 99.739 %<br>26442EAL4 | 20,000.000 | .00 | - 19,947.80 | 19,947.80 |
| **Total Duke Energy 5.550% 3/15/54** | | **20,000.000** | **.00** | **- 19,947.80** | **19,947.80** |
| **Total Corporate Issues** | | **45,000.000** | **.00** | **- 44,818.30** | **44,818.30** |
| **Total Purchases** | | **356,234.160** | **.00** | **- 354,417.70** | **354,417.70** |

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PARS/CITY OF BREA 115P PEN
ACCOUNT 6746050800



## SALES AND MATURITIES

| DATE | DESCRIPTION | SHARES/ FACE AMOUNT | COMMISSION | TRANSACTION PROCEEDS | BOOK VALUE | REALIZED GAIN/LOSS |
|---|---|---|---|---|---|---|
| **Cash And Equivalents** | | | | | | |
| 03/12/2024 | Sold<br>12,610.1 Units Of<br>First Am Govt Ob Fd Cl X<br>Trade Date 3/12/24<br>31846V336 | - 12,610.100 | .00 | 12,610.10 | - 12,610.10 | .00 |
| 03/14/2024 | Sold<br>34,838.1 Units Of<br>First Am Govt Ob Fd Cl X<br>Trade Date 3/14/24<br>31846V336 | - 34,838.100 | .00 | 34,838.10 | - 34,838.10 | .00 |
| 03/18/2024 | Sold<br>9,980.2 Units Of<br>First Am Govt Ob Fd Cl X<br>Trade Date 3/18/24<br>31846V336 | - 9,980.200 | .00 | 9,980.20 | - 9,980.20 | .00 |
| 03/26/2024 | Sold<br>1,872.19 Units Of<br>First Am Govt Ob Fd Cl X<br>Trade Date 3/26/24<br>31846V336 | - 1,872.190 | .00 | 1,872.19 | - 1,872.19 | .00 |
| 03/28/2024 | Sold<br>1,624.33 Units Of<br>First Am Govt Ob Fd Cl X<br>Trade Date 3/28/24<br>31846V336 | - 1,624.330 | .00 | 1,624.33 | - 1,624.33 | .00 |
| **Total First Am Govt Ob Fd Cl X** | | **- 60,924.920** | **.00** | **60,924.92** | **- 60,924.92** | **.00** |
| **Total Cash And Equivalents** | | **- 60,924.920** | **.00** | **60,924.92** | **- 60,924.92** | **.00** |

**US Government Issues**

## SALES AND MATURITIES (continued)

| DATE | DESCRIPTION | SHARES/ FACE AMOUNT | COMMISSION | TRANSACTION PROCEEDS | BOOK VALUE | REALIZED GAIN/LOSS |
|---|---|---|---|---|---|---|
| 03/25/2024 | Paid Down<br>1,421.65 Par Value Of<br>F H L M C #Sd8237 4.000% 7/01/52<br>For Record Date Of February Due 3/25/24<br>February FHLMC Due 3/25/24<br>3132DWEJ8 | - 1,421.650 | .00 | 1,421.65 | - 1,263.71 | 157.94 |
| **Total F H L M C #Sd8237 4.000% 7/01/52** | | **- 1,421.650** | **.00** | **1,421.65** | **- 1,263.71** | **157.94** |
| 03/25/2024 | Paid Down<br>278.72 Par Value Of<br>F H L M C #Sd8244 4.000% 9/01/52<br>For Record Date Of February Due 3/25/24<br>February FHLMC Due 3/25/24<br>3132DWER0 | - 278.720 | .00 | 278.72 | - 261.43 | 17.29 |
| **Total F H L M C #Sd8244 4.000% 9/01/52** | | **- 278.720** | **.00** | **278.72** | **- 261.43** | **17.29** |
| 03/25/2024 | Paid Down<br>1,735.29 Par Value Of<br>F H L M C #Sd8288 5.000% 12/01/52<br>For Record Date Of February Due 3/25/24<br>February FHLMC Due 3/25/24<br>3132DWF57 | - 1,735.290 | .00 | 1,735.29 | - 1,640.39 | 94.90 |
| **Total F H L M C #Sd8288 5.000% 12/01/52** | | **- 1,735.290** | **.00** | **1,735.29** | **- 1,640.39** | **94.90** |
| 03/25/2024 | Paid Down<br>2,933.3 Par Value Of<br>F N M A #Ma4838 3.500% 11/01/52<br>For Record Date Of February Due 3/25/24<br>February FNMA Due 3/25/24<br>31418ELU2 | - 2,933.300 | .00 | 2,933.30 | - 2,513.47 | 419.83 |
| **Total F N M A #Ma4838 3.500% 11/01/52** | | **- 2,933.300** | **.00** | **2,933.30** | **- 2,513.47** | **419.83** |

## SALES AND MATURITIES (continued)

| DATE | DESCRIPTION | SHARES/ FACE AMOUNT | COMMISSION | TRANSACTION PROCEEDS | BOOK VALUE | REALIZED GAIN/LOSS |
|---|---|---|---|---|---|---|
| 03/25/2024 | Paid Down<br>1,207.87 Par Value Of<br>F N M A #Ma4867 4.500% 12/01/52<br>For Record Date Of February Due 3/25/24<br>February FNMA Due 3/25/24<br>31418EMR8 | - 1,207.870 | .00 | 1,207.87 | - 1,108.79 | 99.08 |
| **Total F N M A #Ma4867 4.500% 12/01/52** | | **- 1,207.870** | **.00** | **1,207.87** | **- 1,108.79** | **99.08** |
| 03/05/2024 | Sold 14,000<br>Par Value Of<br>U S Treasury Bd 3.625% 5/15/53<br>Trade Date 3/5/24<br>Sold Through BofA Securities, Inc./Fxd Inc<br>Swift External Ref#: 8406503223210524<br>14,000 Par Value At 88.86328571 %<br>912810TR9 | - 14,000.000 | .00 | 12,440.86 | - 11,513.36 | 927.50 |
| **Total U S Treasury Bd 3.625% 5/15/53** | | **- 14,000.000** | **.00** | **12,440.86** | **- 11,513.36** | **927.50** |
| 03/11/2024 | Sold 8,000<br>Par Value Of<br>U S Treasury Bd 4.125% 8/15/53<br>Trade Date 3/11/24<br>Sold Through J.P. Morgan Securities LLC<br>Swift External Ref#: 8407103223263608<br>8,000 Par Value At 97.3945 %<br>912810TT5 | - 8,000.000 | .00 | 7,791.56 | - 7,666.26 | 125.30 |
| **Total U S Treasury Bd 4.125% 8/15/53** | | **- 8,000.000** | **.00** | **7,791.56** | **- 7,666.26** | **125.30** |
| 03/08/2024 | Sold 35,000<br>Par Value Of<br>U S Treasury Nt 4.250% 12/31/25<br>Trade Date 3/8/24<br>Sold Through Bmo Capital Markets Corp/Bonds<br>Swift External Ref#: 8406803223249546<br>35,000 Par Value At 99.46094286 %<br>91282CJS1 | - 35,000.000 | .00 | 34,811.33 | - 34,927.54 | - 116.21 |

## SALES AND MATURITIES (continued)

| DATE | DESCRIPTION | SHARES/ FACE AMOUNT | COMMISSION | TRANSACTION PROCEEDS | BOOK VALUE | REALIZED GAIN/LOSS |
|---|---|---|---|---|---|---|
| **Total U S Treasury Nt 4.250% 12/31/25** | | **- 35,000.000** | **.00** | **34,811.33** | **- 34,927.54** | **- 116.21** |
| 03/04/2024 | Sold 10,000<br>Par Value Of<br>U S Treasury Nt 4.750% 11/15/33<br>Trade Date 3/4/24<br>Sold Through BofA Securities, Inc./Fxd Inc<br>Swift External Ref#: 8406403223197096<br>10,000 Par Value At 102.0664 %<br>91282CJJ1 | - 10,000.000 | .00 | 10,206.64 | - 10,327.99 | - 121.35 |
| **Total U S Treasury Nt 4.750% 11/15/33** | | **- 10,000.000** | **.00** | **10,206.64** | **- 10,327.99** | **- 121.35** |
| 03/01/2024 | Sold 40,000<br>Par Value Of<br>U S Treasury Nt 4.875% 11/30/25<br>Trade Date 3/1/24<br>Sold Through BofA Securities, Inc./Fxd Inc<br>Swift External Ref#: 8406103223182250<br>40,000 Par Value At 100.3789 %<br>91282CJL6 | - 40,000.000 | .00 | 40,151.56 | - 40,118.75 | 32.81 |
| **Total U S Treasury Nt 4.875% 11/30/25** | | **- 40,000.000** | **.00** | **40,151.56** | **- 40,118.75** | **32.81** |
| **Total Government Issues** | | **- 114,576.830** | **.00** | **112,978.78** | **- 111,341.69** | **1,637.09** |
| **Corporate Issues** | | | | | | |
| 03/05/2024 | Sold 5,000<br>Par Value Of<br>Extra Space Storage 5.700% 4/01/28<br>Trade Date 3/5/24<br>Sold Through Barclays Capital Inc. Fixed In<br>Swift External Ref#: 8406503223207798<br>5,000 Par Value At 101.688 %<br>30225VAJ6 | - 5,000.000 | .00 | 5,084.40 | - 4,928.45 | 155.95 |
| **Total Extra Space Storage 5.700% 4/01/28** | | **- 5,000.000** | **.00** | **5,084.40** | **- 4,928.45** | **155.95** |

## SALES AND MATURITIES (continued)

| DATE | DESCRIPTION | SHARES/ FACE AMOUNT | COMMISSION | TRANSACTION PROCEEDS | BOOK VALUE | REALIZED GAIN/LOSS |
|---|---|---|---|---|---|---|
| 03/27/2024 | Sold 20,000<br>Par Value Of<br>Public Service Co 5.250% 4/01/53<br>Trade Date 3/27/24<br>Sold Through Morgan Stanley & Co. LLC<br>Swift External Ref#: 8408703223383052<br>20,000 Par Value At 94.368 %<br>744448CY5 | - 20,000.000 | .00 | 18,873.60 | - 17,455.40 | 1,418.20 |
| **Total Public Service Co 5.250% 4/01/53** | | **- 20,000.000** | **.00** | **18,873.60** | **- 17,455.40** | **1,418.20** |
| 03/11/2024 | Sold 20,000<br>Par Value Of<br>Public Storage 5.350% 8/01/53<br>Trade Date 3/11/24<br>Sold Through J.P. Morgan Securities LLC<br>Swift External Ref#: 8407103223263528<br>20,000 Par Value At 100.907 %<br>74460WAH0 | - 20,000.000 | .00 | 20,181.40 | - 17,968.40 | 2,213.00 |
| **Total Public Storage 5.350% 8/01/53** | | **- 20,000.000** | **.00** | **20,181.40** | **- 17,968.40** | **2,213.00** |
| 03/05/2024 | Sold 5,000<br>Par Value Of<br>Sprint Capital Corp 8.750% 3/15/32<br>Trade Date 3/5/24<br>Sold Through Rbc Capital Markets, LLC<br>Swift External Ref#: 8406503223205734<br>5,000 Par Value At 121.423 %<br>852060AT9 | - 5,000.000 | .00 | 6,071.15 | - 5,758.35 | 312.80 |
| **Total Sprint Capital Corp 8.750% 3/15/32** | | **- 5,000.000** | **.00** | **6,071.15** | **- 5,758.35** | **312.80** |
| **Total Corporate Issues** | | **- 50,000.000** | **.00** | **50,210.55** | **- 46,110.60** | **4,099.95** |

**Mutual Funds-Equity**

## SALES AND MATURITIES (continued)

| DATE | DESCRIPTION | SHARES/ FACE AMOUNT | COMMISSION | TRANSACTION PROCEEDS | BOOK VALUE | REALIZED GAIN/LOSS |
|---|---|---|---|---|---|---|
| 03/25/2024 | Receive Lt<br>Capital Gains Distribution On<br>Dodge Cox Stock Fund I<br>5.218 USD/Share On 2,298.386 Shares Due 3/26/24<br>Lt Capital Gain Of 11,992.98 USD On Federal Cost<br>256219106 | .000 | .00 | 11,992.98 | .00 | 11,992.98 |
| **Total Dodge Cox Stock Fund I** | | **.000** | **.00** | **11,992.98** | **.00** | **11,992.98** |
| 03/01/2024 | Sold 532<br>Shares Of<br>Ishares Russell Mid Cap Etf<br>Trade Date 3/1/24<br>Sold Through BofA Securities, Inc.<br>Paid 5.32 USD Brokerage<br>Paid 0.35 USD Misc Fee1<br>Swift External Ref#: 8406103223183110<br>532 Shares At 81.29 USD<br>464287499 | - 532.000 | 5.32 | 43,240.61 | - 31,817.15 | 11,423.46 |
| **Total Ishares Russell Mid Cap Etf** | | **- 532.000** | **5.32** | **43,240.61** | **- 31,817.15** | **11,423.46** |
| 03/01/2024 | Sold 423<br>Shares Of<br>Ishares S P 500 Growth Etf<br>Trade Date 3/1/24<br>Sold Through BofA Securities, Inc.<br>Paid 4.23 USD Brokerage<br>Paid 0.28 USD Misc Fee1<br>Swift External Ref#: 8406103223183026<br>423 Shares At 83.61 USD<br>464287309 | - 423.000 | 4.23 | 35,362.52 | - 25,251.70 | 10,110.82 |
| **Total Ishares S P 500 Growth Etf** | | **- 423.000** | **4.23** | **35,362.52** | **- 25,251.70** | **10,110.82** |
| **Total Mutual Funds-Equity** | | **- 955.000** | **9.55** | **90,596.11** | **- 57,068.85** | **33,527.26** |
| **Total Sales And Maturities** | | **- 226,456.750** | **9.55** | **314,710.36** | **- 275,446.06** | **39,264.30** |

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PARS/CITY OF BREA 115P PEN
ACCOUNT 6746050800



## SALES AND MATURITIES MESSAGES

Realized gain/loss should not be used for tax purposes.

## PENDING TRADES

| TRADE DATE | SETTLE DATE | DESCRIPTION | SHARES/ PAR VALUE | BOOK VALUE | CASH |
|---|---|---|---|---|---|
| **Purchases** | | | | | |
| 03/27/2024 | 04/01/2024 | Purchased 16,000 Par Value Of<br>U S Treasury Bd 5.000% 11/15/53<br>Trade Date 3/27/24<br>Purchased Through Morgan Stanley & Co. LLC<br>Purchased On The Marketaxess Corporation<br>Swift External Ref#: 8408703223383229<br>16,000 Par Value At 106.515625 %<br>912810TV0 | 16,000.000 | 17,042.50 | - 17,042.50 |
| 03/28/2024 | 04/01/2024 | Purchased 20,000 Par Value Of<br>U S Treasury Nt 4.000% 2/15/34<br>Trade Date 3/28/24<br>Purchased Through Barclays Capital Inc. Fixed In<br>Purchased On The Off-Exchange Transactions - Li<br>Swift External Ref#: 8408803223386553<br>20,000 Par Value At 98.45315 %<br>91282CJZ5 | 20,000.000 | 19,690.63 | - 19,690.63 |
| **Total Purchases** | | | **36,000.000** | **36,733.13** | **- 36,733.13** |
| **Sales** | | | | | |
| 03/27/2024 | 04/01/2024 | Sold 20,000 Par Value Of<br>Public Service Co 5.250% 4/01/53<br>Trade Date 3/27/24<br>Sold Through Morgan Stanley & Co. LLC<br>Sold On The Marketaxess Corporation<br>Swift External Ref#: 8408703223383052<br>20,000 Par Value At 94.368 %<br>744448CY5 | - 20,000.000 | - 17,455.40 | 18,873.60 |
| **Total Sales** | | | **- 20,000.000** | **- 17,455.40** | **18,873.60** |
| **Net Trades Pending Settlement** | | | **16,000.000** | **19,277.73** | **- 17,859.53** |

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## BOND SUMMARY

| | PAR VALUE | MARKET VALUE | PERCENTAGE OF CATEGORY |
|---|---|---|---|
| **SHORT-TERM MATURITY DETAIL** | | | |
| **30 Days or Less** | | | |
| Bank Nova Scotia 0.700% 4/15/24 | 35,000.00 | 34,938.05 | 20.15 |
| Bank Of Ny Mtn 0.500% 4/26/24 | 35,000.00 | 34,875.75 | 20.11 |
| **Total 30 Days or Less** | **70,000.00** | **69,813.80** | **40.26** |
| **31 to 60 Days** | | | |
| **Total 31 to 60 Days** | **.00** | **.00** | **0.01** |
| **61 to 90 Days** | | | |
| Hormel Foods Corp 0.650% 6/03/24 | 35,000.00 | 34,696.90 | 20.01 |
| **Total 61 to 90 Days** | **35,000.00** | **34,696.90** | **20.01** |
| **91 to 120 Days** | | | |
| Salesforce Com Inc 0.625% 7/15/24 | 35,000.00 | 34,514.20 | 19.90 |
| **Total 91 to 120 Days** | **35,000.00** | **34,514.20** | **19.90** |
| **121 to 180 Days** | | | |
| Black Hills Corp 1.037% 8/23/24 | 35,000.00 | 34,375.60 | 19.82 |
| **Total 121 to 180 Days** | **35,000.00** | **34,375.60** | **19.82** |
| **Total** | **175,000.00** | **173,400.50** | **100.00** |
| **MATURITY SUMMARY** | | | |
| 2024 | 175,000.00 | 173,400.50 | 4.34 |

## BOND SUMMARY (continued)

| | PAR VALUE | MARKET VALUE | PERCENTAGE OF CATEGORY |
|---|---|---|---|
| 2025 | 316,000.00 | 316,596.11 | 7.91 |
| 2026 | 90,000.00 | 87,030.60 | 2.18 |
| 2027 | 150,057.69 | 143,606.56 | 3.59 |
| 2028 | 312,000.00 | 309,766.58 | 7.74 |
| 2029 | 226,135.96 | 221,961.19 | 5.55 |
| 2030 | 35,000.00 | 33,131.75 | 0.82 |
| 2031 | 22,000.00 | 18,643.68 | 0.46 |
| 2032 | 46,000.00 | 51,429.22 | 1.29 |
| 2033 | 224,000.00 | 222,067.34 | 5.55 |
| 2034 - 2038 | 267,011.07 | 261,760.03 | 6.54 |
| 2039 - 2043 | 309,000.00 | 297,640.48 | 7.44 |
| 2044 - 2048 | 37,000.00 | 35,548.46 | 0.88 |
| 2049 - 2053 | 1,827,044.23 | 1,694,818.84 | 42.34 |
| OVER 2053 | 133,000.00 | 135,288.02 | 3.37 |
| **Total** | **4,169,248.95** | **4,002,689.36** | **100.00** |
| **MOODY'S RATING** | | | |
| Aaa | 1,249,000.00 | 1,235,629.08 | 30.87 |
| Aa2 | 24,000.00 | 19,400.88 | 0.48 |
| Aa3 | 74,011.07 | 71,503.25 | 1.79 |
| A1 | 211,000.00 | 209,234.73 | 5.23 |
| A2 | 266,000.00 | 266,894.64 | 6.67 |
| A3 | 91,135.96 | 88,156.13 | 2.20 |
| Baa1 | 78,000.00 | 69,555.94 | 1.74 |
| Baa2 | 237,000.00 | 219,319.79 | 5.48 |
| Baa3 | 92,000.00 | 83,641.93 | 2.09 |
| N/A | 1,847,101.92 | 1,739,352.99 | 43.45 |
| **Total** | **4,169,248.95** | **4,002,689.36** | **100.00** |
| **S&P RATING** | | | |
| AAA | 270,000.00 | 260,826.40 | 6.52 |
| AA | 24,000.00 | 19,400.88 | 0.48 |
| AA- | 56,011.07 | 52,023.59 | 1.30 |
| A+ | 71,000.00 | 72,308.62 | 1.81 |
| A | 222,000.00 | 224,119.27 | 5.60 |
| A- | 286,057.69 | 284,317.42 | 7.10 |
| BBB+ | 206,135.96 | 182,703.53 | 4.56 |

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PARS/CITY OF BREA 115P PEN
ACCOUNT 6746050800



## BOND SUMMARY (continued)

| | PAR VALUE | MARKET VALUE | PERCENTAGE OF CATEGORY |
|---|---|---|---|
| BBB | 212,000.00 | 196,032.24 | 4.90 |
| BBB- | 43,000.00 | 43,290.10 | 1.08 |
| N/A | 2,779,044.23 | 2,667,667.31 | 66.65 |
| **Total** | **4,169,248.95** | **4,002,689.36** | **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<br>05602RAE1<br>Standard & Poors Rating: AAA | 100,000.000 | 96.9850 | 96,985.00 | 95,808.59 | 1,176.41 | 4.14 |
| First Natl Mstr 8.24026% 4/16/29<br>32113CBV1<br>Standard & Poors Rating: N/A | 40,000.000 | 99.6140 | 39,845.60 | 39,920.31 | - 74.71 | 8.33 |
| Ford Cr Aut Own Tr 0.490% 9/15/26<br>34532NAD7<br>Standard & Poors Rating: AAA | 75,000.000 | 96.4010 | 72,300.75 | 70,822.27 | 1,478.48 | 1.99 |
| Ford Cr Auto Owner 5.980% 6/15/28<br>345295AF6<br>Standard & Poors Rating: N/A | 45,000.000 | 101.5730 | 45,707.85 | 45,149.41 | 558.44 | 5.56 |
| U S Treasury Bd 3.625% 5/15/53<br>912810TR9<br>Standard & Poors Rating: N/A | 36,000.000 | 87.8590 | 31,629.24 | 29,605.78 | 2,023.46 | 4.37 |
| U S Treasury Bd 3.875% 5/15/43<br>912810TS7<br>Standard & Poors Rating: N/A | 30,000.000 | 92.2930 | 27,687.90 | 27,521.48 | 166.42 | 4.48 |
| U S Treasury Bd 4.125% 8/15/53<br>912810TT5<br>Standard & Poors Rating: N/A | 43,000.000 | 96.1090 | 41,326.87 | 41,206.14 | 120.73 | 4.36 |
| U S Treasury Bd 4.500% 2/15/44<br>912810TZ1<br>Standard & Poors Rating: N/A | 20,000.000 | 100.5470 | 20,109.40 | 20,360.94 | - 251.54 | 4.46 |
| U S Treasury Bd 4.500% 8/15/43<br>912810TU2<br>Standard & Poors Rating: N/A | 230,000.000 | 98.8130 | 227,269.90 | 214,187.50 | 13,082.40 | 4.59 |

## BOND QUALITY SCHEDULE (continued)

**MOODYS RATING**

| ASSET NAME | SHARES/ PAR VALUE | PRICE | MARKET | BOOK VALUE | UNREALIZED GAIN/LOSS | YIELD TO CALL/ MATURITY |
|---|---|---|---|---|---|---|
| U S Treasury Bd 5.000% 11/15/53<br>912810TV0<br>Standard & Poors Rating: N/A | 16,000.000 | 106.7500 | 17,080.00 | 17,042.50 | 37.50 | 4.58 |
| U S Treasury Nt 4.000% 2/15/34<br>91282CJZ5<br>Standard & Poors Rating: N/A | 95,000.000 | 98.3440 | 93,426.80 | 93,654.07 | - 227.27 | 4.21 |
| U S Treasury Nt 4.250% 2/28/29<br>91282CKD2<br>Standard & Poors Rating: N/A | 4,000.000 | 100.1330 | 4,005.32 | 4,018.44 | - 13.12 | 4.22 |
| U S Treasury Nt 4.750% 11/15/33<br>91282CJJ1<br>Standard & Poors Rating: N/A | 135,000.000 | 102.2190 | 137,995.65 | 139,427.88 | - 1,432.23 | 4.46 |
| U S Treasury Nt 5.000% 10/31/25<br>91282CJE2<br>Standard & Poors Rating: N/A | 280,000.000 | 100.2810 | 280,786.80 | 280,895.32 | - 108.52 | 4.81 |
| World Omni Aut Lea 5.570% 7/17/28<br>981944AE1<br>Standard & Poors Rating: N/A | 100,000.000 | 99.4720 | 99,472.00 | 98,414.06 | 1,057.94 | 5.71 |
| **Total Aaa Bonds** | | | **1,235,629.08** | **1,218,034.69** | **17,594.39** | |
| **Aa2 Bonds** | | | | | | |
| Berkshire Hathaway 3.850% 3/15/52<br>Next Call Date 09/15/2051<br>084664DB4<br>Standard & Poors Rating: AA | 24,000.000 | 80.8370 | 19,400.88 | 17,598.96 | 1,801.92 | 5.15 |
| **Aa3 Bonds** | | | | | | |
| Blackrock Funding 5.250% 3/14/54<br>Next Call Date 04/14/2024<br>09290DAC5<br>Standard & Poors Rating: AA- | 15,000.000 | 100.4950 | 15,074.25 | 14,890.30 | 183.95 | 5.22 |

## BOND QUALITY SCHEDULE (continued)

**MOODYS RATING**

| ASSET NAME | SHARES/ PAR VALUE | PRICE | MARKET | BOOK VALUE | UNREALIZED GAIN/LOSS | YIELD TO CALL/ MATURITY |
|---|---|---|---|---|---|---|
| Dte Elec Co 5.200% 3/01/34<br>Next Call Date 12/01/2033<br>23338VAV8<br>Standard & Poors Rating: A | 15,000.000 | 100.4570 | 15,068.55 | 14,992.95 | 75.60 | 5.14 |
| Fedex 2020 1 Class 1.875% 2/20/34<br>314353AA1<br>Standard & Poors Rating: AA- | 26,011.070 | 82.8570 | 21,551.99 | 20,520.39 | 1,031.60 | 3.99 |
| Southern Ca Gas Co 6.350% 11/15/52<br>Next Call Date 05/15/2052<br>842434CX8<br>Standard & Poors Rating: A+ | 18,000.000 | 110.0470 | 19,808.46 | 18,101.52 | 1,706.94 | 5.64 |
| **Total Aa3 Bonds** | | | **71,503.25** | **68,505.16** | **2,998.09** | |
| **A1 Bonds** | | | | | | |
| Bank Of America Mtn 3.194% 7/23/30<br>Next Call Date 07/23/2029<br>06051GHV4<br>Standard & Poors Rating: A- | 20,000.000 | 90.8170 | 18,163.40 | 22,159.40 | - 3,996.00 | 4.90 |
| Bank Of Ny Mtn 0.500% 4/26/24<br>06406RAS6<br>Standard & Poors Rating: A | 35,000.000 | 99.6450 | 34,875.75 | 34,203.05 | 672.70 | 5.62 |
| Cisco Sys Inc 5.300% 2/26/54<br>Next Call Date 08/26/2053<br>17275RBU5<br>Standard & Poors Rating: AA- | 15,000.000 | 102.6490 | 15,397.35 | 14,975.40 | 421.95 | 5.13 |
| Commonwealth Edison 5.875% 2/01/33<br>202795HG8<br>Standard & Poors Rating: A | 20,000.000 | 103.4980 | 20,699.60 | 20,078.40 | 621.20 | 5.37 |
| Hormel Foods Corp 0.650% 6/03/24<br>440452AG5<br>Standard & Poors Rating: A- | 35,000.000 | 99.1340 | 34,696.90 | 34,012.65 | 684.25 | 5.72 |

## BOND QUALITY SCHEDULE (continued)

**MOODYS RATING**

| ASSET NAME | SHARES/ PAR VALUE | PRICE | MARKET | BOOK VALUE | UNREALIZED GAIN/LOSS | YIELD TO CALL/ MATURITY |
|---|---|---|---|---|---|---|
| Mizuho Financial 2.555% 9/13/25<br>Next Call Date 09/13/2024<br>60687YAZ2<br>Standard & Poors Rating: A- | 18,000.000 | 98.5550 | 17,739.90 | 17,473.14 | 266.76 | 3.59 |
| Royal Bk Cda Mtn 5.200% 8/01/28<br>78016HZS2<br>Standard & Poors Rating: A | 18,000.000 | 100.9960 | 18,179.28 | 17,579.88 | 599.40 | 4.87 |
| Salesforce Com Inc 0.625% 7/15/24<br>79466LAG9<br>Standard & Poors Rating: A+ | 35,000.000 | 98.6120 | 34,514.20 | 33,838.00 | 676.20 | 5.50 |
| Wells Fargo Co Mtn 5.198% 1/23/30<br>Next Call Date 12/23/2029<br>95000U3J0<br>Standard & Poors Rating: BBB+ | 15,000.000 | 99.7890 | 14,968.35 | 15,000.00 | - 31.65 | 5.24 |
| **Total A1 Bonds** | | | **209,234.73** | **209,319.92** | **- 85.19** | |
| **A2 Bonds** | | | | | | |
| Aztrazeneca LLC 5.000% 2/26/34<br>Next Call Date 11/26/2033<br>04636NAN3<br>Standard & Poors Rating: A | 15,000.000 | 100.4110 | 15,061.65 | 14,945.10 | 116.55 | 4.95 |
| Bank Nova Scotia 0.700% 4/15/24<br>0641593X2<br>Standard & Poors Rating: A- | 35,000.000 | 99.8230 | 34,938.05 | 34,229.30 | 708.75 | 5.24 |
| Bristol Myers 5.200% 2/22/34<br>Next Call Date 11/20/2033<br>110122EH7<br>Standard & Poors Rating: A | 5,000.000 | 101.5330 | 5,076.65 | 4,998.85 | 77.80 | 5.00 |

## BOND QUALITY SCHEDULE (continued)

**MOODYS RATING**

| ASSET NAME | SHARES/ PAR VALUE | PRICE | MARKET | BOOK VALUE | UNREALIZED GAIN/LOSS | YIELD TO CALL/ MATURITY |
|---|---|---|---|---|---|---|
| Cummins Inc Sr 5.450% 2/20/54<br>Next Call Date 08/20/2053<br>231021AX4<br>Standard & Poors Rating: A | 15,000.000 | 102.2360 | 15,335.40 | 14,905.65 | 429.75 | 5.30 |
| Duke Energy 5.550% 3/15/54<br>Next Call Date 09/15/2053<br>26442EAL4<br>Standard & Poors Rating: A | 20,000.000 | 99.7400 | 19,948.00 | 19,947.80 | .20 | 5.57 |
| Entergy LLC 5.000% 9/01/33<br>Next Call Date 06/01/2033<br>29366WAD8<br>Standard & Poors Rating: A | 21,000.000 | 98.2290 | 20,628.09 | 19,642.35 | 985.74 | 5.24 |
| Goldman Sachs 1.948% 10/21/27<br>Next Call Date 10/21/2026<br>38141GYM0<br>Standard & Poors Rating: BBB+ | 22,000.000 | 91.9220 | 20,222.84 | 19,460.54 | 762.30 | 4.43 |
| Idaho Pwr Co 5.800% 4/01/54<br>Next Call Date 10/01/2053<br>45138LBJ1<br>Standard & Poors Rating: A- | 19,000.000 | 102.4210 | 19,459.99 | 17,849.55 | 1,610.44 | 5.63 |
| Nevada Power Co 6.000% 3/15/54<br>Next Call Date 09/15/2053<br>641423CG1<br>Standard & Poors Rating: A | 19,000.000 | 105.5220 | 20,049.18 | 18,213.59 | 1,835.59 | 5.62 |
| Northern Tr Corp 6.125% 11/02/32<br>Next Call Date 08/02/2032<br>665859AX2<br>Standard & Poors Rating: A | 20,000.000 | 105.6330 | 21,126.60 | 19,867.80 | 1,258.80 | 5.30 |
| Philip Morris Intl 5.250% 2/13/34<br>Next Call Date 11/13/2033<br>718172DJ5<br>Standard & Poors Rating: A- | 22,000.000 | 99.1140 | 21,805.08 | 21,518.42 | 286.66 | 5.37 |

## BOND QUALITY SCHEDULE (continued)

**MOODYS RATING**

| ASSET NAME | SHARES/ PAR VALUE | PRICE | MARKET | BOOK VALUE | UNREALIZED GAIN/LOSS | YIELD TO CALL/ MATURITY |
|---|---|---|---|---|---|---|
| Schwab Charles Corp 6.196% 11/17/29<br>Next Call Date 11/17/2028<br>808513CJ2<br>Standard & Poors Rating: A- | 15,000.000 | 103.9400 | 15,591.00 | 15,000.00 | 591.00 | 5.37 |
| Southern Calif 5.875% 12/01/53<br>Next Call Date 06/01/2053<br>842400HX4<br>Standard & Poors Rating: A- | 19,000.000 | 103.0610 | 19,581.59 | 17,553.91 | 2,027.68 | 5.66 |
| Westar Energy Inc 3.100% 4/01/27<br>Next Call Date 01/01/2027<br>95709TAP5<br>Standard & Poors Rating: A | 19,000.000 | 95.1080 | 18,070.52 | 17,681.21 | 389.31 | 4.87 |
| **Total A2 Bonds** | | | **266,894.64** | **255,814.07** | **11,080.57** | |
| **A3 Bonds** | | | | | | |
| American Honda Mtn 4.900% 1/10/34<br>02665WEZ0<br>Standard & Poors Rating: A- | 15,000.000 | 98.4680 | 14,770.20 | 14,953.05 | - 182.85 | 5.10 |
| American Honda Mtn 5.125% 7/07/28<br>02665WEM9<br>Standard & Poors Rating: A- | 18,000.000 | 101.1300 | 18,203.40 | 17,759.88 | 443.52 | 4.83 |
| Consolidated Edison 5.700% 12/01/36<br>209111EQ2<br>Standard & Poors Rating: A- | 11,000.000 | 101.9710 | 11,216.81 | 10,346.93 | 869.88 | 5.48 |
| Delta Air Lines 5.000% 12/10/29<br>247361ZW1<br>Standard & Poors Rating: BBB+ | 32,135.960 | 89.9650 | 28,911.12 | 27,797.61 | 1,113.51 | 7.18 |
| Marsh McLennan 5.450% 3/15/54<br>Next Call Date 09/15/2053<br>571748BX9<br>Standard & Poors Rating: A- | 15,000.000 | 100.3640 | 15,054.60 | 14,843.70 | 210.90 | 5.42 |

## BOND QUALITY SCHEDULE (continued)

**MOODYS RATING**

| ASSET NAME | SHARES/ PAR VALUE | PRICE | MARKET | BOOK VALUE | UNREALIZED GAIN/LOSS | YIELD TO CALL/ MATURITY |
|---|---|---|---|---|---|---|
| **Total A3 Bonds** | | | **88,156.13** | **85,701.17** | **2,454.96** | |
| **Baa1 Bonds** | | | | | | |
| Amgen Inc 5.650% 3/02/53<br>Next Call Date 09/02/2052<br>031162DT4<br>Standard & Poors Rating: BBB+ | 13,000.000 | 101.8960 | 13,246.48 | 11,941.41 | 1,305.07 | 5.52 |
| Electronic Arts Inc 2.950% 2/15/51<br>Next Call Date 08/15/2050<br>285512AF6<br>Standard & Poors Rating: BBB+ | 29,000.000 | 66.8450 | 19,385.05 | 17,405.51 | 1,979.54 | 5.27 |
| Nextera Energy Cap 6.051% 3/01/25<br>65339KBP4<br>Standard & Poors Rating: BBB+ | 18,000.000 | 100.3856 | 18,069.41 | 18,018.18 | 51.23 | 5.59 |
| Suncor Energy Inc 5.950% 12/01/34<br>867229AD8<br>Standard & Poors Rating: BBB | 18,000.000 | 104.7500 | 18,855.00 | 17,308.80 | 1,546.20 | 5.36 |
| **Total Baa1 Bonds** | | | **69,555.94** | **64,673.90** | **4,882.04** | |
| **Baa2 Bonds** | | | | | | |
| At T Inc 2.550% 12/01/33<br>Next Call Date 09/01/2033<br>00206RMM1<br>Standard & Poors Rating: BBB | 30,000.000 | 80.0980 | 24,029.40 | 24,046.20 | - 16.80 | 5.19 |
| Black Hills Corp 1.037% 8/23/24<br>092113AU3<br>Standard & Poors Rating: BBB+ | 35,000.000 | 98.2160 | 34,375.60 | 33,628.35 | 747.25 | 5.65 |
| Citigroup Inc Sub 6.174% 5/25/34<br>Next Call Date 05/25/2033<br>17327CAR4<br>Standard & Poors Rating: BBB | 20,000.000 | 101.5490 | 20,309.80 | 19,087.20 | 1,222.60 | 5.97 |

## BOND QUALITY SCHEDULE (continued)

**MOODYS RATING**

| ASSET NAME | SHARES/ PAR VALUE | PRICE | MARKET | BOOK VALUE | UNREALIZED GAIN/LOSS | YIELD TO CALL/ MATURITY |
|---|---|---|---|---|---|---|
| Cna Fnl Corp 5.125% 2/15/34<br>Next Call Date 11/15/2033<br>126117AY6<br>Standard & Poors Rating: A- | 15,000.000 | 97.2940 | 14,594.10 | 14,809.35 | - 215.25 | 5.48 |
| Cvs Caremark 6.125% 9/15/39<br>126650BR0<br>Standard & Poors Rating: BBB | 5,000.000 | 103.4920 | 5,174.60 | 5,017.55 | 157.05 | 5.78 |
| Cvs Health Corp 5.050% 3/25/48<br>Next Call Date 09/25/2047<br>126650CZ1<br>Standard & Poors Rating: BBB | 17,000.000 | 90.8180 | 15,439.06 | 13,872.00 | 1,567.06 | 5.76 |
| Dell Intl LLC 5.400% 4/15/34<br>Next Call Date 01/15/2034<br>24703DBN0<br>Standard & Poors Rating: BBB | 10,000.000 | 100.2340 | 10,023.40 | 9,980.20 | 43.20 | 5.37 |
| Essential Utils Inc 3.351% 4/15/50<br>Next Call Date 10/15/2049<br>29670GAE2<br>Standard & Poors Rating: BBB+ | 29,000.000 | 69.9710 | 20,291.59 | 17,855.88 | 2,435.71 | 5.54 |
| Extra Space Storage 5.700% 4/01/28<br>Next Call Date 03/01/2028<br>30225VAJ6<br>Standard & Poors Rating: BBB+ | 13,000.000 | 101.7930 | 13,233.09 | 12,813.97 | 419.12 | 5.20 |
| Motorola Solutions 2.750% 5/24/31<br>Next Call Date 02/24/2031<br>620076BU2<br>Standard & Poors Rating: BBB | 22,000.000 | 84.7440 | 18,643.68 | 17,486.48 | 1,157.20 | 5.35 |
| Pacific Gas Elec Co 4.950% 7/01/50<br>694308JN8<br>Standard & Poors Rating: BBB | 15,000.000 | 86.0190 | 12,902.85 | 12,974.85 | - 72.00 | 6.02 |

## BOND QUALITY SCHEDULE (continued)

**MOODYS RATING**

| ASSET NAME | SHARES/ PAR VALUE | PRICE | MARKET | BOOK VALUE | UNREALIZED GAIN/LOSS | YIELD TO CALL/ MATURITY |
|---|---|---|---|---|---|---|
| Sprint Capital Corp 8.750% 3/15/32<br>852060AT9<br>Standard & Poors Rating: BBB- | 10,000.000 | 121.2550 | 12,125.50 | 11,516.70 | 608.80 | 5.42 |
| Weyerhaeuser Co 7.375% 3/15/32<br>962166BR4<br>Standard & Poors Rating: BBB | 16,000.000 | 113.6070 | 18,177.12 | 17,236.48 | 940.64 | 5.26 |
| **Total Baa2 Bonds** | | | **219,319.79** | **210,325.21** | **8,994.58** | |
| **Baa3 Bonds** | | | | | | |
| Energy Transfer L P 5.950% 5/15/54<br>Next Call Date 11/15/2053<br>29273VAW0<br>Standard & Poors Rating: BBB | 15,000.000 | 99.7950 | 14,969.25 | 14,928.45 | 40.80 | 5.97 |
| Mattel Inc 5.450% 11/01/41<br>Next Call Date 05/01/2041<br>577081AW2<br>Standard & Poors Rating: BBB | 16,000.000 | 92.6370 | 14,821.92 | 12,916.16 | 1,905.76 | 6.14 |
| Ovintiv Inc 6.250% 7/15/33<br>Next Call Date 04/15/2033<br>69047QAC6<br>Standard & Poors Rating: BBB- | 18,000.000 | 103.9700 | 18,714.60 | 17,490.42 | 1,224.18 | 5.69 |
| Plains All Amer Pipe 4.300% 1/31/43<br>Next Call Date 07/31/2042<br>72650RBC5<br>Standard & Poors Rating: BBB | 28,000.000 | 81.0220 | 22,686.16 | 19,544.00 | 3,142.16 | 5.99 |
| Warnermedia Hldgs 5.141% 3/15/52<br>Next Call Date 09/15/2051<br>55903VBE2<br>Standard & Poors Rating: BBB- | 15,000.000 | 83.0000 | 12,450.00 | 12,035.40 | 414.60 | 6.46 |
| **Total Baa3 Bonds** | | | **83,641.93** | **76,914.43** | **6,727.50** | |

## BOND QUALITY SCHEDULE (continued)

**MOODYS RATING**

| ASSET NAME | SHARES/ PAR VALUE | PRICE | MARKET | BOOK VALUE | UNREALIZED GAIN/LOSS | YIELD TO CALL/ MATURITY |
|---|---|---|---|---|---|---|
| **N/A Bonds** | | | | | | |
| F H L M C #Sd8237 4.000% 7/01/52<br>3132DWEJ8<br>Standard & Poors Rating: N/A | 415,393.190 | 92.7490 | 385,273.03 | 369,245.59 | 16,027.44 | 4.45 |
| F H L M C #Sd8244 4.000% 9/01/52<br>3132DWER0<br>Standard & Poors Rating: N/A | 74,149.920 | 92.6360 | 68,689.52 | 69,550.30 | - 860.78 | 4.46 |
| F H L M C #Sd8288 5.000% 12/01/52<br>3132DWF57<br>Standard & Poors Rating: N/A | 372,958.130 | 97.6240 | 364,096.64 | 352,561.99 | 11,534.65 | 5.16 |
| F N M A #Ma4838 3.500% 11/01/52<br>31418ELU2<br>Standard & Poors Rating: N/A | 423,322.090 | 89.5330 | 379,012.97 | 362,734.13 | 16,278.84 | 4.12 |
| F N M A #Ma4867 4.500% 12/01/52<br>31418EMR8<br>Standard & Poors Rating: N/A | 284,220.900 | 95.2230 | 270,643.67 | 260,905.90 | 9,737.77 | 4.81 |
| Gm Fin Atmbl Lease 5.160% 1/20/27<br>362541AE4<br>Standard & Poors Rating: AAA | 30,000.000 | 99.7410 | 29,922.30 | 29,630.86 | 291.44 | 5.26 |
| Hyundai Auto Recv 1.600% 12/15/26<br>44933FAF3<br>Standard & Poors Rating: AAA | 15,000.000 | 98.1990 | 14,729.85 | 14,634.96 | 94.89 | 2.29 |
| Ssm Health Care Corp 4.894% 6/01/28<br>Next Call Date 03/01/2028<br>784710AC9<br>Standard & Poors Rating: A+ | 18,000.000 | 99.9220 | 17,985.96 | 17,646.48 | 339.48 | 4.91 |
| Toyota Auto Rec 1.020% 3/15/27<br>89238JAD7<br>Standard & Poors Rating: AAA | 50,000.000 | 93.7770 | 46,888.50 | 45,835.94 | 1,052.56 | 3.23 |

## BOND QUALITY SCHEDULE (continued)

**MOODYS RATING**

| ASSET NAME | SHARES/ PAR VALUE | PRICE | MARKET | BOOK VALUE | UNREALIZED GAIN/LOSS | YIELD TO CALL/ MATURITY |
|---|---|---|---|---|---|---|
| U S Treasury Nt 4.000% 1/31/29<br>91282CJW2<br>Standard & Poors Rating: N/A | 135,000.000 | 98.9690 | 133,608.15 | 133,067.58 | 540.57 | 4.24 |
| United Airlines 4.300% 2/15/27<br>909319AA3<br>Standard & Poors Rating: A- | 29,057.690 | 98.0890 | 28,502.40 | 27,632.12 | 870.28 | 5.02 |
| **Total N/A Bonds** | | | **1,739,352.99** | **1,683,445.85** | **55,907.14** | |
| **GRAND TOTAL** | | | **4,002,689.36** | **3,890,333.36** | **112,356.00** | |

CHANDLER ASSET MANAGEMENT

# MONTHLY ACCOUNT STATEMENT

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of March 31, 2024

**CHANDLER ASSET MANAGEMENT** | chandlerasset.com

**Chandler Team:**

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

**Custodian:**

Bank of New York Mellon Trust Company

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 at the end of the statement.

# PORTFOLIO SUMMARY

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of March 31, 2024

## Portfolio Characteristics

| | |
|---|---|
| Average Modified Duration | 1.87 |
| Average Coupon | 1.91% |
| Average Purchase YTM | 2.67% |
| Average Market YTM | 5.20% |
| Average Quality | AAA |
| Average Final Maturity | 1.97 |
| Average Life | 1.97 |

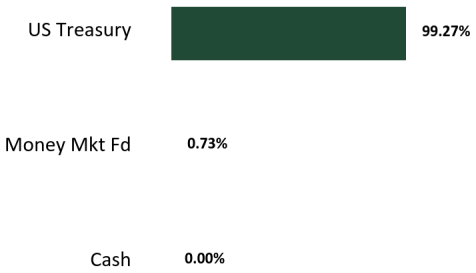
## Account Summary

| | Beg. Values as of 03/01/2024 | End Values as of 03/31/2024 |
|---|---|---|
| Market Value | 679,805.68 | 665,632.60 |
| Accrued Interest | 3,569.66 | 4,674.40 |
| **Total Market Value** | **683,375.33** | **670,307.00** |
| Income Earned | 1,516.83 | 1,610.23 |
| Cont/WD | 0.00 | 0.00 |
| Par | 715,248.84 | 699,874.21 |
| Book Value | 699,508.94 | 684,556.32 |
| Cost Value | 697,594.35 | 682,219.72 |

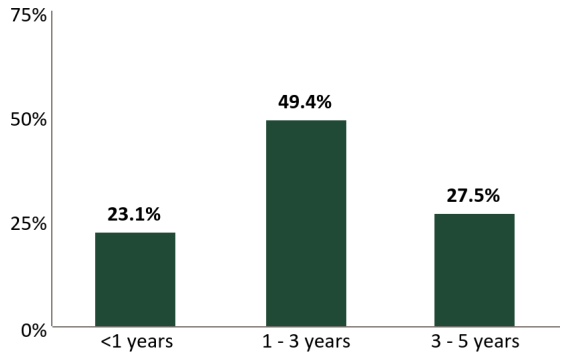
## Top Issuers

| | |
|---|---|
| United States | 99.27% |
| Invesco Ltd. | 0.73% |

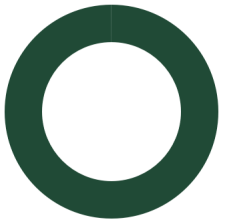
## Sector Allocation




## Maturity Distribution




## Credit Quality



AAA **100.0%**

*See Footnote

## Performance Review

| Total Rate of Return | 1M | 3M | YTD | 1YR | 2YRS | 3YRS | 5YRS | 10YRS | Since Inception (07/01/18) |
|---|---|---|---|---|---|---|---|---|---|
| Brea CFD 2008 2 17 Reserve | 0.34% | 0.25% | 0.25% | 3.55% | 1.96% | 0.53% | 1.57% | -- | 1.89% |
| Benchmark Return* | 0.40% | (0.48%) | (0.48%) | 1.58% | 0.10% | (1.68%) | 0.60% | -- | 1.18% |

*Periods over 1 year are annualized.

Benchmark: ICE BofA 3-5 Year Unsubordinated US Treasury & Agency Index Secondary Benchmark:
The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

# STATEMENT OF COMPLIANCE

CHANDLER ASSET MANAGEMENT

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of March 31, 2024

| Rules Name | Limit | Actual | Compliance Status | Notes |
|---|---|---|---|---|
| **MONEY MARKET FUND** | | | | |
| Max % (MV) | 20.0 | 0.7 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.7 | Compliant | |
| Min Rating (AAA by 2) | 0.0 | 0.0 | Compliant | |
| **U.S. TREASURIES** | | | | |
| Max % (MV) | 100.0 | 99.3 | Compliant | |
| Max Maturity (Years) | 5.0 | 4.1 | Compliant | |

# RECONCILIATION SUMMARY

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of March 31, 2024

## Maturities / Calls

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **0.00** |

## Principal Paydowns

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **0.00** |

## Purchases

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **231,803.91** |

## Sales

| | |
|---|---|
| **Month to Date** | **(15,321.35)** |
| **Fiscal Year to Date** | **(239,403.19)** |

## Interest Received

| | |
|---|---|
| **Month to Date** | **83.47** |
| **Fiscal Year to Date** | **8,292.96** |

## Purchased / Sold Interest

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **(703.06)** |

## Accrual Activity Summary

| | Month to Date | Fiscal Year to Date (07/01/2023) |
|---|---|---|
| Beginning Book Value | 699,508.94 | 689,635.49 |
| Maturities/Calls | 0.00 | 0.00 |
| Principal Paydowns | 0.00 | 0.00 |
| Purchases | 0.00 | 231,803.91 |
| Sales | (15,321.35) | (239,403.19) |
| Change in Cash, Payables, Receivables | (53.28) | (1,162.13) |
| Amortization/Accretion | 422.01 | 3,682.24 |
| Realized Gain (Loss) | 0.00 | 0.00 |
| Ending Book Value | 684,556.32 | 684,556.32 |

## Fair Market Activity Summary

| | Month to Date | Fiscal Year to Date (07/01/2023) |
|---|---|---|
| Beginning Market Value | 679,805.68 | 661,694.41 |
| Maturities/Calls | 0.00 | 0.00 |
| Principal Paydowns | 0.00 | 0.00 |
| Purchases | 0.00 | 231,803.91 |
| Sales | (15,321.35) | (239,403.19) |
| Change in Cash, Payables, Receivables | (53.28) | (1,162.13) |
| Amortization/Accretion | 422.01 | 3,682.24 |
| Change in Net Unrealized Gain (Loss) | 779.54 | 9,017.36 |
| Realized Gain (Loss) | 0.00 | 0.00 |
| Ending Market Value | 665,632.60 | 665,632.60 |

# HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of March 31, 2024

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P Fitch | Maturity Duration |
|---|---|---|---|---|---|---|---|---|---|
| **CASH** | | | | | | | | | |
| CCYUSD | Receivable | 30.19 | -- | 30.19 | 1.00 | 30.19 | 0.00% | Aaa/AAA | 0.00 |
| | | | 0.00% | 30.19 | 0.00% | 0.00 | 0.00 | AAA | 0.00 |
| **Total Cash** | | **30.19** | **0.00%** | **30.19** | **1.00** | **30.19** | **0.00%** | **Aaa/AAA** | **0.00** |
| | | | | **30.19** | **0.00%** | **0.00** | **0.00** | **AAA** | **0.00** |
| **MONEY MARKET FUND** | | | | | | | | | |
| X9USDINVE | INVESCO TREASURY INST | 4,844.02 | -- | 4,844.02 | 1.00 | 4,844.02 | 0.73% | Aaa/ AAAm | 0.00 |
| | | | 5.18% | 4,844.02 | 5.18% | 0.00 | 0.00 | AAA | 0.00 |
| **Total Money Market Fund** | | **4,844.02** | **5.18%** | **4,844.02** | **1.00** | **4,844.02** | **0.73%** | **Aaa/ AAAm** | **0.00** |
| | | | | **4,844.02** | **5.18%** | **0.00** | **0.00** | **AAA** | **0.00** |
| **US TREASURY** | | | | | | | | | |
| 912828WJ5 | UNITED STATES TREASURY 2.5 05/15/2024 | 110,000.00 | 06/18/2019 | 113,381.64 | 99.65 | 109,618.35 | 16.47% | Aaa/AA+ | 0.12 |
| | | | 1.86% | 110,083.03 | 7.38% | 1,042.58 | (464.68) | AA+ | 0.13 |
| 912828G38 | UNITED STATES TREASURY 2.25 11/15/2024 | 40,000.00 | 03/15/2022 | 40,251.56 | 98.19 | 39,275.00 | 5.90% | Aaa/AA+ | 0.63 |
| | | | 2.01% | 40,058.83 | 5.62% | 341.21 | (783.83) | AA+ | 0.61 |
| 91282CEU1 | UNITED STATES TREASURY 2.875 06/15/2025 | 60,000.00 | 07/05/2023 | 57,658.59 | 97.58 | 58,546.88 | 8.80% | Aaa/AA+ | 1.21 |
| | | | 5.01% | 58,548.99 | 5.04% | 509.02 | (2.11) | AA+ | 1.16 |
| 91282CBC4 | UNITED STATES TREASURY 0.375 12/31/2025 | 115,000.00 | 12/30/2020 | 114,986.52 | 92.75 | 106,662.50 | 16.02% | Aaa/AA+ | 1.75 |
| | | | 0.38% | 114,995.28 | 4.92% | 109.00 | (8,332.78) | AA+ | 1.71 |
| 91282CBH3 | UNITED STATES TREASURY 0.375 01/31/2026 | 60,000.00 | 01/19/2022 | 57,309.38 | 92.46 | 55,474.22 | 8.33% | Aaa/AA+ | 1.84 |
| | | | 1.52% | 58,775.33 | 4.91% | 37.71 | (3,301.11) | AA+ | 1.79 |
| 912828R36 | UNITED STATES TREASURY 1.625 05/15/2026 | 55,000.00 | 01/19/2022 | 55,154.69 | 93.99 | 51,693.55 | 7.77% | Aaa/AA+ | 2.12 |
| | | | 1.56% | 55,075.97 | 4.73% | 338.84 | (3,382.42) | AA+ | 2.04 |
| 912828U24 | UNITED STATES TREASURY 2.0 11/15/2026 | 60,000.00 | 07/05/2023 | 55,328.91 | 93.88 | 56,325.00 | 8.46% | Aaa/AA+ | 2.63 |
| | | | 4.52% | 56,355.94 | 4.59% | 454.95 | (30.94) | AA+ | 2.50 |
| 912828X88 | UNITED STATES TREASURY 2.375 05/15/2027 | 75,000.00 | 06/28/2022 | 71,906.25 | 94.10 | 70,576.17 | 10.60% | Aaa/AA+ | 3.12 |
| | | | 3.28% | 73,021.46 | 4.50% | 675.31 | (2,445.29) | AA+ | 2.94 |
| 9128283F5 | UNITED STATES TREASURY 2.25 11/15/2027 | 60,000.00 | 07/05/2023 | 55,035.94 | 93.02 | 55,809.38 | 8.38% | Aaa/AA+ | 3.63 |
| | | | 4.35% | 55,877.31 | 4.43% | 511.81 | (67.93) | AA+ | 3.39 |
| 9128284N7 | UNITED STATES TREASURY 2.875 05/15/2028 | 60,000.00 | 07/05/2023 | 56,332.03 | 94.63 | 56,777.34 | 8.53% | Aaa/AA+ | 4.12 |
| | | | 4.28% | 56,889.97 | 4.38% | 653.98 | (112.63) | AA+ | 3.79 |

# HOLDINGS REPORT

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of March 31, 2024

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P Fitch | Maturity Duration |
|---|---|---|---|---|---|---|---|---|---|
| | | | | 677,345.51 | 95.14 | 660,758.39 | 99.27% | Aaa/AA+ | 1.99 |
| Total US Treasury | | 695,000.00 | 2.65% | 679,682.11 | 5.20% | 4,674.40 | (18,923.72) | AA+ | 1.89 |
| | | | | 682,219.72 | 94.45 | 665,632.60 | 100.00% | Aaa/AA+ | 1.97 |
| Total Portfolio | | 699,874.21 | 2.67% | 684,556.32 | 5.20% | 4,674.40 | (18,923.72) | AA+ | 1.87 |
| Total Market Value + Accrued | | | | | | 670,307.00 | | | |

# TRANSACTION LEDGER

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of March 31, 2024

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/ Sold | Total Amount | Gain/Loss |
|---|---|---|---|---|---|---|---|---|---|---|
| **DISPOSITIONS** | | | | | | | | | | |
| Sale | 03/05/2024 | 825252406 | (15,321.35) | INVESCO TREASURY INST | 1.000 | 5.21% | 15,321.35 | 0.00 | 15,321.35 | 0.00 |
| **Total Sale** | | | **(15,321.35)** | | | | **15,321.35** | **0.00** | **15,321.35** | **0.00** |
| **TOTAL DISPOSITIONS** | | | **(15,321.35)** | | | | **15,321.35** | **0.00** | **15,321.35** | **0.00** |
| **OTHER TRANSACTIONS** | | | | | | | | | | |
| Custody Fee | 03/05/2024 | CCYUSD | (15,404.82) | Cash | | 0.00% | (15,404.82) | 0.00 | (15,404.82) | 0.00 |
| **Total Custody Fee** | | | **(15,404.82)** | | | | **(15,404.82)** | **0.00** | **(15,404.82)** | **0.00** |
| **TOTAL OTHER TRANSACTIONS** | | | **(15,404.82)** | | | | **(15,404.13)** | **0.00** | **(15,404.82)** | **0.00** |

# INCOME EARNED

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of March 31, 2024

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| **CASH & EQUIVALENTS** | | | | | | |
| CCYUSD | Receivable | 30.19 | 83.47<br>0.00<br>0.00<br>30.19 | 0.00<br>0.00<br>0.00<br>0.00 | 0.00<br>0.00<br>0.00<br>0.00 | 0.00 |
| X9USDINVE | INVESCO TREASURY INST | 4,844.02 | 20,165.37<br>0.00<br>(15,321.35)<br>4,844.02 | 0.00<br>83.47<br>0.00<br>83.47 | 0.00<br>0.00<br>0.00<br>83.47 | 83.47 |
| **Total Cash & Equivalents** | | **4,874.21** | **20,248.84**<br>**0.00**<br>**(15,321.35)**<br>**4,874.21** | **0.00**<br>**83.47**<br>**0.00**<br>**83.47** | **0.00**<br>**0.00**<br>**0.00**<br>**83.47** | **83.47** |
| **FIXED INCOME** | | | | | | |
| 9128283F5 | UNITED STATES TREASURY<br>2.25 11/15/2027 | 07/05/2023<br>07/06/2023<br>60,000.00 | 55,780.70<br>0.00<br>0.00<br>55,877.31 | 396.84<br>0.00<br>511.81<br>114.97 | 96.60<br>0.00<br>96.60<br>211.57 | 211.57 |
| 9128284N7 | UNITED STATES TREASURY<br>2.875 05/15/2028 | 07/05/2023<br>07/06/2023<br>60,000.00 | 56,825.91<br>0.00<br>0.00<br>56,889.97 | 507.07<br>0.00<br>653.98<br>146.91 | 64.06<br>0.00<br>64.06<br>210.97 | 210.97 |
| 912828G38 | UNITED STATES TREASURY<br>2.25 11/15/2024 | 03/15/2022<br>03/16/2022<br>40,000.00 | 40,066.83<br>0.00<br>0.00<br>40,058.83 | 264.56<br>0.00<br>341.21<br>76.65 | 0.00<br>(8.00)<br>(8.00)<br>68.65 | 68.65 |
| 912828R36 | UNITED STATES TREASURY<br>1.625 05/15/2026 | 01/19/2022<br>01/20/2022<br>55,000.00 | 55,079.01<br>0.00<br>0.00<br>55,075.97 | 262.72<br>0.00<br>338.84<br>76.12 | 0.00<br>(3.04)<br>(3.04)<br>73.07 | 73.07 |
| 912828U24 | UNITED STATES TREASURY 2.0<br>11/15/2026 | 07/05/2023<br>07/06/2023<br>60,000.00 | 56,238.02<br>0.00<br>0.00<br>56,355.94 | 352.75<br>0.00<br>454.95<br>102.20 | 117.92<br>0.00<br>117.92<br>220.12 | 220.12 |

# INCOME EARNED

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of March 31, 2024

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| 912828WJ5 | UNITED STATES TREASURY 2.5 05/15/2024 | 06/18/2019<br>06/19/2019<br>110,000.00 | 110,141.53<br>0.00<br>0.00<br>110,083.03 | 808.38<br>0.00<br>1,042.58<br>234.20 | 0.00<br>(58.50)<br>(58.50)<br>175.70 | 175.70 |
| 912828X88 | UNITED STATES TREASURY 2.375 05/15/2027 | 06/28/2022<br>06/29/2022<br>75,000.00 | 72,967.61<br>0.00<br>0.00<br>73,021.46 | 523.61<br>0.00<br>675.31<br>151.70 | 53.85<br>0.00<br>53.85<br>205.55 | 205.55 |
| 91282CBC4 | UNITED STATES TREASURY 0.375 12/31/2025 | 12/30/2020<br>12/31/2020<br>115,000.00 | 114,995.05<br>0.00<br>0.00<br>114,995.28 | 72.27<br>0.00<br>109.00<br>36.73 | 0.23<br>0.00<br>0.23<br>36.96 | 36.96 |
| 91282CBH3 | UNITED STATES TREASURY 0.375 01/31/2026 | 01/19/2022<br>01/20/2022<br>60,000.00 | 58,718.67<br>0.00<br>0.00<br>58,775.33 | 18.54<br>0.00<br>37.71<br>19.16 | 56.66<br>0.00<br>56.66<br>75.83 | 75.83 |
| 91282CEU1 | UNITED STATES TREASURY 2.875 06/15/2025 | 07/05/2023<br>07/06/2023<br>60,000.00 | 58,446.75<br>0.00<br>0.00<br>58,548.99 | 362.91<br>0.00<br>509.02<br>146.11 | 102.23<br>0.00<br>102.23<br>248.34 | 248.34 |
| **Total Fixed Income** | | **695,000.00** | **679,260.10**<br>**0.00**<br>**0.00**<br>**679,682.11** | **3,569.66**<br>**0.00**<br>**4,674.40**<br>**1,104.74** | **491.55**<br>**(69.54)**<br>**422.01**<br>**1,526.76** | **1,526.76** |
| **TOTAL PORTFOLIO** | | **699,874.21** | **699,508.94**<br>**0.00**<br>**(15,321.35)**<br>**684,556.32** | **3,569.66**<br>**83.47**<br>**4,674.40**<br>**1,188.21** | **491.55**<br>**(69.54)**<br>**422.01**<br>**1,610.23** | **1,610.23** |

# CASH FLOW REPORT

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of March 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| **APRIL 2024** | | | | | | | |
| 04/01/2024 | Dividend | 825252406 | 0.00 | | 30.19 | | 30.19 |
| 04/01/2024 | Dividend | X9USDINVE | 4,844.02 | INVESCO TREASURY INST | 30.19 | | 30.19 |
| **April 2024 Total** | | | | | **60.38** | | **60.38** |
| **MAY 2024** | | | | | | | |
| 05/15/2024 | Coupon | 9128283F5 | 60,000.00 | UNITED STATES TREASURY 2.25 11/15/2027 | | 675.00 | 675.00 |
| 05/15/2024 | Coupon | 9128284N7 | 60,000.00 | UNITED STATES TREASURY 2.875 05/15/2028 | | 862.50 | 862.50 |
| 05/15/2024 | Coupon | 912828G38 | 40,000.00 | UNITED STATES TREASURY 2.25 11/15/2024 | | 450.00 | 450.00 |
| 05/15/2024 | Coupon | 912828R36 | 55,000.00 | UNITED STATES TREASURY 1.625 05/15/2026 | | 446.88 | 446.88 |
| 05/15/2024 | Coupon | 912828U24 | 60,000.00 | UNITED STATES TREASURY 2.0 11/15/2026 | | 600.00 | 600.00 |
| 05/15/2024 | Coupon | 912828WJ5 | 110,000.00 | UNITED STATES TREASURY 2.5 05/15/2024 | | 1,375.00 | 1,375.00 |
| 05/15/2024 | Final Maturity | 912828WJ5 | 110,000.00 | UNITED STATES TREASURY 2.5 05/15/2024 | 110,000.00 | | 110,000.00 |
| 05/15/2024 | Coupon | 912828X88 | 75,000.00 | UNITED STATES TREASURY 2.375 05/15/2027 | | 890.62 | 890.62 |
| **May 2024 Total** | | | | | **110,000.00** | **5,300.00** | **115,300.00** |
| **JUNE 2024** | | | | | | | |
| 06/17/2024 | Coupon | 91282CEU1 | 60,000.00 | UNITED STATES TREASURY 2.875 06/15/2025 | | 862.50 | 862.50 |
| **June 2024 Total** | | | | | | **862.50** | **862.50** |
| **JULY 2024** | | | | | | | |
| 07/01/2024 | Coupon | 91282CBC4 | 115,000.00 | UNITED STATES TREASURY 0.375 12/31/2025 | | 215.62 | 215.62 |
| 07/31/2024 | Coupon | 91282CBH3 | 60,000.00 | UNITED STATES TREASURY 0.375 01/31/2026 | | 112.50 | 112.50 |
| **July 2024 Total** | | | | | | **328.12** | **328.12** |
| **NOVEMBER 2024** | | | | | | | |
| 11/15/2024 | Coupon | 9128283F5 | 60,000.00 | UNITED STATES TREASURY 2.25 11/15/2027 | | 675.00 | 675.00 |
| 11/15/2024 | Coupon | 9128284N7 | 60,000.00 | UNITED STATES TREASURY 2.875 05/15/2028 | | 862.50 | 862.50 |
| 11/15/2024 | Coupon | 912828G38 | 40,000.00 | UNITED STATES TREASURY 2.25 11/15/2024 | | 450.00 | 450.00 |
| 11/15/2024 | Final Maturity | 912828G38 | 40,000.00 | UNITED STATES TREASURY 2.25 11/15/2024 | 40,000.00 | | 40,000.00 |
| 11/15/2024 | Coupon | 912828R36 | 55,000.00 | UNITED STATES TREASURY 1.625 05/15/2026 | | 446.88 | 446.88 |
| 11/15/2024 | Coupon | 912828U24 | 60,000.00 | UNITED STATES TREASURY 2.0 11/15/2026 | | 600.00 | 600.00 |
| 11/15/2024 | Coupon | 912828X88 | 75,000.00 | UNITED STATES TREASURY 2.375 05/15/2027 | | 890.62 | 890.62 |
| **November 2024 Total** | | | | | **40,000.00** | **3,925.00** | **43,925.00** |
| **DECEMBER 2024** | | | | | | | |
| 12/16/2024 | Coupon | 91282CEU1 | 60,000.00 | UNITED STATES TREASURY 2.875 06/15/2025 | | 862.50 | 862.50 |

# CASH FLOW REPORT

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of March 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| 12/31/2024 | Coupon | 91282CBC4 | 115,000.00 | UNITED STATES TREASURY 0.375 12/31/2025 | | 215.62 | 215.62 |
| **December 2024 Total** | | | | | | **1,078.12** | **1,078.12** |
| **JANUARY 2025** | | | | | | | |
| 01/31/2025 | Coupon | 91282CBH3 | 60,000.00 | UNITED STATES TREASURY 0.375 01/31/2026 | | 112.50 | 112.50 |
| **January 2025 Total** | | | | | | **112.50** | **112.50** |
| **Grand Total** | | | **1,434,844.02** | | **150,060.38** | **11,606.25** | **161,666.63** |

# IMPORTANT DISCLOSURES



Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

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

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

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

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

# BENCHMARK INDEX & DISCLOSURES

Brea CFD 2008 2 17 Reserve Fund | Account #10600 | As of March 31, 2024

| Benchmark | 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

**March 29 and April 5, 2024 City Disbursement Registers**

| Meeting | Agenda Group |
|---|---|
| Tuesday, April 16, 2024, 7:00 PM | CONSENT CALENDAR Item: 5H |

| 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 3.29.24.pdf

City Disbursement Register 4.05.24.pdf

# City Disbursement Register

*Between Mar 25, 2024 12:00 AM and Mar 29, 2024 11:59 PM*

| Check # | Vendor Name | Check Date | Vendor # | Budget Unit | Description | Amount |
|---|---|---|---|---|---|---|
| 194951 | SYED AHMED | 03/29/2024 | 32832 | 420 | WATER ACCT REFUND | $109.40 |
| | | | ***SYED AHMED*** | | **Total Check Amount:** | **$109.40** |
| 194952 | A-HOME SERVICES | 03/29/2024 | 32854 | 840000000 | TRUST ACCOUNT REFUND | $152.50 |
| | | | ***A-HOME SERVICES*** | | **Total Check Amount:** | **$152.50** |
| 194953 | AIR EXCHANGE INC | 03/29/2024 | 30200 | 490515151 | FIRE SYSTEM RPR FS#2 | $1,865.81 |
| | | | ***AIR EXCHANGE INC*** | | **Total Check Amount:** | **$1,865.81** |
| 194954 | AMERICAN PUBLIC WORKS ASSOC/APWA | 03/29/2024 | 3665 | 110515121 | 2024 APWA MEMB DUES | $114.50 |
| | | 03/29/2024 | 3665 | 110515171 | 2024 APWA MEMB DUES | $114.50 |
| | | 03/29/2024 | 3665 | 110515111 | 2024 APWA MEMB DUES | $1,203.25 |
| | | 03/29/2024 | 3665 | 480515161 | 2024 APWA MEMB DUES | $57.25 |
| | | | ***AMERICAN PUBLIC WORKS ASSOC/APWA*** | | **Total Check Amount:** | **$1,489.50** |
| 194955 | AMERICAN WRECKING | 03/29/2024 | 32032 | 420 | WATER ACCT REFUND | $2,132.81 |
| | | | ***AMERICAN WRECKING*** | | **Total Check Amount:** | **$2,132.81** |
| 194956 | ARTS ORANGE COUNTY | 03/29/2024 | 3372 | 110404543 | CA MP CONSULT NOV-JAN | $7,142.90 |
| | | | ***ARTS ORANGE COUNTY*** | | **Total Check Amount:** | **$7,142.90** |
| 194957 | AT&T | 03/29/2024 | 22050 | 475141471 | 1689207801 3/11/2024 | $1,287.10 |
| | | 03/29/2024 | 22050 | 475141471 | 8615187809 3/11/24 | $1,900.83 |
| | | | ***AT&T*** | | **Total Check Amount:** | **$3,187.93** |
| 194958 | AT&T | 03/29/2024 | 22390 | 475141471 | 7149110022 3/14-4/13 | $208.66 |
| | | | ***AT&T*** | | **Total Check Amount:** | **$208.66** |
| 194959 | AT&T CALNET | 03/29/2024 | 20391 | 475141471 | CALNET MAR 2024 | $180.09 |
| | | 03/29/2024 | 20391 | 361515143 | CALNET MAR 2024 | $116.51 |
| | | | ***AT&T CALNET*** | | **Total Check Amount:** | **$296.60** |
| 194960 | AT&T MOBILITY | 03/29/2024 | 32747 | 110404311 | BB-BREA MSM 2/13-3/12 | $103.75 |
| | | | ***AT&T MOBILITY*** | | **Total Check Amount:** | **$103.75** |
| 194961 | ATLAS PLANNING SOLUTIONS | 03/29/2024 | 32404 | 110222213 | HAZARDMITPLAN JAN/FEB | $2,995.00 |
| | | | ***ATLAS PLANNING SOLUTIONS*** | | **Total Check Amount:** | **$2,995.00** |
| 194962 | AVIDEX INDUSTRIES LLC | 03/29/2024 | 32373 | 490515151 | CC PROJ SCREEN PP#1 | $27,311.02 |
| | | | ***AVIDEX INDUSTRIES LLC*** | | **Total Check Amount:** | **$27,311.02** |
| 194963 | AWNINGS BY RUSS RINNER | 03/29/2024 | 25538 | 490515151 | AWNING INST [YARD] | $1,080.00 |
| | | | ***AWNINGS BY RUSS RINNER*** | | **Total Check Amount:** | **$1,080.00** |
| 194964 | BREA OLINDA UNIFIED SCHOOL DISTRICT | 03/29/2024 | 1970 | 420 | WATER ACCT REFUND | $3,822.16 |
| | | | ***BREA OLINDA UNIFIED SCHOOL DISTRICT*** | | **Total Check Amount:** | **$3,822.16** |
| 194965 | PETER CARLSON | 03/29/2024 | 32827 | 420 | WATER ACCT REFUND | $51.30 |
| | | | ***PETER CARLSON*** | | **Total Check Amount:** | **$51.30** |
| 194966 | SEONG GIL CHOI | 03/29/2024 | 32834 | 420 | WATER ACCT REFUND | $129.02 |
| | | | ***SEONG GIL CHOI*** | | **Total Check Amount:** | **$129.02** |
| 194967 | CITY OF BREA | 03/29/2024 | 13577 | 960000000 | OCCMA SVCS JAN-MAR24 | $577.50 |

# City Disbursement Register

*Between Mar 25, 2024 12:00 AM and Mar 29, 2024 11:59 PM*

| Check # | Vendor Name | Check Date | Vendor # | Budget Unit | Description | Amount |
|---|---|---|---|---|---|---|
| 194967 | CITY OF BREA | 03/29/2024 | 13577 | 960000000 | OCCMA SVCS OCT-DEC23 | $577.50 |
| | | | ***CITY OF BREA*** | | **Total Check Amount:** | **$1,155.00** |
| 194968 | COMMERCIAL AQUATIC SERVICES, INC. | 03/29/2024 | 25513 | 110404422 | BULK CHEMICALS | $649.66 |
| | | | ***COMMERCIAL AQUATIC SERVICES, INC.*** | | **Total Check Amount:** | **$649.66** |
| 194969 | COMMERCIAL TRANSPORTATION SVC, INC. | 03/29/2024 | 29573 | 420515131 | CDL TRAINING | $5,850.58 |
| | | 03/29/2024 | 29573 | 110515141 | CDL TRAINING | $11,700.66 |
| | | | ***COMMERCIAL TRANSPORTATION SVC, INC.*** | | **Total Check Amount:** | **$17,551.24** |
| 194970 | COUNTY OF ORANGE | 03/29/2024 | 4799 | 110212122 | AFIS FEES MAR 2024 | $1,701.00 |
| | | | ***COUNTY OF ORANGE*** | | **Total Check Amount:** | **$1,701.00** |
| 194971 | CSUF-CAL STATE UNIVERSITY FULLERTON | 03/29/2024 | 22792 | 110141481 | LIVESCAN FEB 2024 | $66.00 |
| | | | ***CSUF-CAL STATE UNIVERSITY FULLERTON*** | | **Total Check Amount:** | **$66.00** |
| 194972 | LYNN K DAU | 03/29/2024 | 32852 | 110404541 | TTD24 ARTWORK INST | $200.00 |
| | | | ***LYNN K DAU*** | | **Total Check Amount:** | **$200.00** |
| 194973 | WILLIAM DODD | 03/29/2024 | 32053 | 110000000 | TRUST ACCOUNT ADJ | $7.01 |
| | | 03/29/2024 | 32053 | 840000000 | TRUST ACCOUNT REFUND | $217.75 |
| | | 03/29/2024 | 32053 | 84032323P | TRUST ACCOUNT ADJ | ($7.01) |
| | | | ***WILLIAM DODD*** | | **Total Check Amount:** | **$217.75** |
| 194974 | SOUTHERN CALIFORNIA EDISON | 03/29/2024 | 3343 | 110515121 | ELECTRICITY FEB/MAR24 | $7,785.03 |
| | | 03/29/2024 | 3343 | 110515148 | ELECTRICITY FEB/MAR24 | $67.96 |
| | | 03/29/2024 | 3343 | 110515144 | ELECTRICITY FEB/MAR24 | $3,596.03 |
| | | 03/29/2024 | 3343 | 110515143 | ELECTRICITY FEB/MAR24 | $32.22 |
| | | | ***SOUTHERN CALIFORNIA EDISON*** | | **Total Check Amount:** | **$11,481.24** |
| 194975 | MARIA ANTONIA EGUIARTE | 03/29/2024 | 32851 | 110404541 | TTD24 ARTWORK INST | $300.00 |
| | | | ***MARIA ANTONIA EGUIARTE*** | | **Total Check Amount:** | **$300.00** |
| 194976 | KYONGJIN EOM | 03/29/2024 | 31448 | 420 | WATER ACCT REFUND | $95.16 |
| | | | ***KYONGJIN EOM*** | | **Total Check Amount:** | **$95.16** |
| 194977 | EVAN'S GUN WORLD | 03/29/2024 | 32333 | 110212131 | RANGE FEES FEB 2024 | $1,920.00 |
| | | | ***EVAN'S GUN WORLD*** | | **Total Check Amount:** | **$1,920.00** |
| 194978 | EVERNORTH CARE SOLUTIONS, INC. | 03/29/2024 | 32734 | 110141481 | EAP SVCS APR 2024 | $1,144.36 |
| | | | ***EVERNORTH CARE SOLUTIONS, INC.*** | | **Total Check Amount:** | **$1,144.36** |
| 194979 | EVERYTABLE PBC | 03/29/2024 | 32203 | 110212111 | SMARTFRIDGE JAN 2024 | $300.00 |
| | | | ***EVERYTABLE PBC*** | | **Total Check Amount:** | **$300.00** |
| 194980 | FONTAINE WEATHERPROOFING INC. | 03/29/2024 | 31834 | 110000000 | TRUST ACCOUNT ADJ | $0.18 |
| | | 03/29/2024 | 31834 | 840000000 | TRYST ACCOUNT REFUND | $107.50 |
| | | 03/29/2024 | 31834 | 84032324I | TRUST ACCOUNT ADJ | ($0.18) |
| | | | ***FONTAINE WEATHERPROOFING INC.*** | | **Total Check Amount:** | **$107.50** |
| 194981 | G.S. FIRE TECHNOLOGY, INC. | 03/29/2024 | 32480 | 110515125 | ROOF VALVE RPR DT PS2 | $1,800.00 |
| | | | ***G.S. FIRE TECHNOLOGY, INC.*** | | **Total Check Amount:** | **$1,800.00** |

# City Disbursement Register

*Between Mar 25, 2024 12:00 AM and Mar 29, 2024 11:59 PM*

| Check # | Vendor Name | Check Date | Vendor # | Budget Unit | Description | Amount |
|---|---|---|---|---|---|---|
| 194982 | THE GAS COMPANY | 03/29/2024 | 3749 | 490515151 | GAS FEB 2024 | $254.99 |
| | | | ***THE GAS COMPANY*** | | **Total Check Amount:** | **$254.99** |
| 194983 | DAN HERNANDEZ | 03/29/2024 | 32842 | 420 | WATER ACCT REFUND | $77.62 |
| | | | ***DAN HERNANDEZ*** | | **Total Check Amount:** | **$77.62** |
| 194984 | HOYT ROOFS INC. | 03/29/2024 | 32763 | 840000000 | TRUST ACCOUNT REFUND | $179.50 |
| | | | ***HOYT ROOFS INC.*** | | **Total Check Amount:** | **$179.50** |
| 194985 | KIHO JEON | 03/29/2024 | 32831 | 420 | WATER ACCT REFUND | $89.91 |
| | | | ***KIHO JEON*** | | **Total Check Amount:** | **$89.91** |
| 194986 | KRISTINA KELLEY | 03/29/2024 | 32822 | 420 | WATER ACCT REFUND | $86.91 |
| | | | ***KRISTINA KELLEY*** | | **Total Check Amount:** | **$86.91** |
| 194987 | YOON JUNG KIM | 03/29/2024 | 32845 | 420 | WATER ACCT REFUND | $51.94 |
| | | | ***YOON JUNG KIM*** | | **Total Check Amount:** | **$51.94** |
| 194988 | THE KNOT WORLDWIDE INC. | 03/29/2024 | 29598 | 110404154 | WEDDING PRO ADS | $11,636.00 |
| | | | ***THE KNOT WORLDWIDE INC.*** | | **Total Check Amount:** | **$11,636.00** |
| 194989 | DONNA KUNZ | 03/29/2024 | 24436 | 420 | WATER ACCT OVERPAYMNT | $1,210.00 |
| | | | ***DONNA KUNZ*** | | **Total Check Amount:** | **$1,210.00** |
| 194990 | LECH KUZMICKI | 03/29/2024 | 32772 | 420 | WATER ACCT REFUND | $8.66 |
| | | | ***LECH KUZMICKI*** | | **Total Check Amount:** | **$8.66** |
| 194991 | LAW OFFICES OF JONES & MAYER | 03/29/2024 | 12144 | 110111112 | LEGAL:CODE ENF FEB24 | $1,140.00 |
| | | | ***LAW OFFICES OF JONES & MAYER*** | | **Total Check Amount:** | **$1,140.00** |
| 194992 | MARIPOSA LANDSCAPES, INC. | 03/29/2024 | 27959 | 361515148 | CITY FAC+TRAILS FEB24 | $115.49 |
| | | 03/29/2024 | 27959 | 361515148 | CITY FAC+TRAILS JAN24 | $115.49 |
| | | 03/29/2024 | 27959 | 110515143 | CITY FAC+TRAILS FEB24 | $5,954.32 |
| | | 03/29/2024 | 27959 | 110515148 | CITY FAC+TRAILS FEB24 | $2,120.27 |
| | | 03/29/2024 | 27959 | 110515143 | CITY FAC+TRAILS JAN24 | $5,954.32 |
| | | 03/29/2024 | 27959 | 110515148 | CITY FAC+TRAILS JAN24 | $2,120.27 |
| | | | ***MARIPOSA LANDSCAPES, INC.*** | | **Total Check Amount:** | **$16,380.16** |
| 194993 | SHARON MARTLARO | 03/29/2024 | 32836 | 420 | WATER ACCT REFUND | $5.87 |
| | | | ***SHARON MARTLARO*** | | **Total Check Amount:** | **$5.87** |
| 194994 | CASEY MORRIS | 03/29/2024 | 32823 | 420 | WATER ACCT REFUND | $0.30 |
| | | | ***CASEY MORRIS*** | | **Total Check Amount:** | **$0.30** |
| 194995 | MUNICIPAL MAINTENANCE EQUIPMENT INC | 03/29/2024 | 27986 | 480515161 | FAN SEAL | $165.17 |
| | | 03/29/2024 | 27986 | 480515161 | INTAKE SEAL | $151.91 |
| | | | ***MUNICIPAL MAINTENANCE EQUIPMENT INC*** | | **Total Check Amount:** | **$317.08** |
| 194996 | DONALD MURPHY | 03/29/2024 | 32824 | 420 | WATER ACCT REFUND | $86.24 |
| | | | ***DONALD MURPHY*** | | **Total Check Amount:** | **$86.24** |
| 194997 | JENNY & JASON NYBERG | 03/29/2024 | 24199 | 420 | WATER ACCT REFUND | $1.15 |
| | | | ***JENNY & JASON NYBERG*** | | **Total Check Amount:** | **$1.15** |

# City Disbursement Register

*Between Mar 25, 2024 12:00 AM and Mar 29, 2024 11:59 PM*

| Check # | Vendor Name | Check Date | Vendor # | Budget Unit | Description | Amount |
|---|---|---|---|---|---|---|
| 194998 | WILLARD AND NANCY O'CONNELL | 03/29/2024 | 14764 | 420 | WATER ACCT REFUND | $271.77 |
| | | | ***WILLARD AND NANCY O'CONNELL*** | | **Total Check Amount:** | **$271.77** |
| 194999 | ODP BUSINESS SOLUTIONS, LLC | 03/29/2024 | 31709 | 110404521 | OFFICE SUPPLIES | $40.92 |
| | | 03/29/2024 | 31709 | 110141441 | SUPPLIES | $68.60 |
| | | 03/29/2024 | 31709 | 110212111 | OFFICE SUPPLIES | $88.59 |
| | | | ***ODP BUSINESS SOLUTIONS, LLC*** | | **Total Check Amount:** | **$198.11** |
| 195000 | ORANGE COUNTY SHERIFF | 03/29/2024 | 16217 | 110 | ACCT:562312853 032224 | $1,022.42 |
| | | | ***ORANGE COUNTY SHERIFF*** | | **Total Check Amount:** | **$1,022.42** |
| 195001 | PACIFIC SECURITY FENCE SOUTH INC. | 03/29/2024 | 32327 | 490515151 | SR CTR GENERATOR ROOF | $4,395.00 |
| | | | ***PACIFIC SECURITY FENCE SOUTH INC.*** | | **Total Check Amount:** | **$4,395.00** |
| 195002 | PALMDALE WATER DISTRICT | 03/29/2024 | 32853 | 420515131 | ITRON ERTS [1200USED] | $1,500.00 |
| | | | ***PALMDALE WATER DISTRICT*** | | **Total Check Amount:** | **$1,500.00** |
| 195003 | JANET PARRENT | 03/29/2024 | 20213 | 420 | WATER ACCT REFUND | $33.90 |
| | | | ***JANET PARRENT*** | | **Total Check Amount:** | **$33.90** |
| 195004 | THE PERMIT GUYS | 03/29/2024 | 32729 | 840000000 | TRUST ACCOUNT REFUND | $250.00 |
| | | | ***THE PERMIT GUYS*** | | **Total Check Amount:** | **$250.00** |
| 195005 | PRINGLES DRAPERIES & BLINDS | 03/29/2024 | 9082 | 110404521 | SOLAR SHADE - SR CTR | $692.71 |
| | | | ***PRINGLES DRAPERIES & BLINDS*** | | **Total Check Amount:** | **$692.71** |
| 195006 | PTM DOCUMENT SYSTEMS | 03/29/2024 | 17036 | 110141481 | IRS 1095 FORMS | $179.95 |
| | | | ***PTM DOCUMENT SYSTEMS*** | | **Total Check Amount:** | **$179.95** |
| 195007 | ASIF RAHMAN | 03/29/2024 | 32825 | 420 | WATER ACCT REFUND | $27.46 |
| | | | ***ASIF RAHMAN*** | | **Total Check Amount:** | **$27.46** |
| 195008 | JOEL RODGERS | 03/29/2024 | 32826 | 420 | WATER ACCT REFUND | $350.65 |
| | | | ***JOEL RODGERS*** | | **Total Check Amount:** | **$350.65** |
| 195009 | KELSEY SAIKAMI | 03/29/2024 | 32843 | 420 | WATER ACCT REFUND | $21.05 |
| | | | ***KELSEY SAIKAMI*** | | **Total Check Amount:** | **$21.05** |
| 195010 | SANTA ANA COLLEGE | 03/29/2024 | 10359 | 110212111 | BASIC ACAD 258 SEPT23 | $115.00 |
| | | 03/29/2024 | 10359 | 110212111 | BASIC ACAD258 OCT-APR | $1,357.00 |
| | | | ***SANTA ANA COLLEGE*** | | **Total Check Amount:** | **$1,472.00** |
| 195011 | SCHOOL NEWS ROLL CALL, LLC | 03/29/2024 | 32850 | 110404421 | SCHOOL DISTRICT ADS | $189.00 |
| | | | ***SCHOOL NEWS ROLL CALL, LLC*** | | **Total Check Amount:** | **$189.00** |
| 195012 | SECRETARY OF STATE | 03/29/2024 | 16229 | 110212111 | NOTARY EXAM/APPL FEE | $40.00 |
| | | | ***SECRETARY OF STATE*** | | **Total Check Amount:** | **$40.00** |
| 195013 | SECURITY PAVING CO INC | 03/29/2024 | 32848 | 420 | WATER ACCT REFUND | $492.00 |
| | | | ***SECURITY PAVING CO INC*** | | **Total Check Amount:** | **$492.00** |
| 195014 | TENA SERRANO | 03/29/2024 | 32835 | 420 | WATER ACCT REFUND | $11.14 |
| | | | ***TENA SERRANO*** | | **Total Check Amount:** | **$11.14** |
| 195015 | SERVICE ROOFING COMPANY | 03/29/2024 | 31708 | 840000000 | TRUST ACCT REFUND | $335.00 |

# City Disbursement Register

*Between Mar 25, 2024 12:00 AM and Mar 29, 2024 11:59 PM*

| Check # | Vendor Name | Check Date | Vendor # | Budget Unit | Description | Amount |
|---|---|---|---|---|---|---|
| | | | ***SERVICE ROOFING COMPANY*** | | **Total Check Amount:** | **$335.00** |
| 195016 | SOUTHERN CALIFORNIA PERMANENTE | 03/29/2024 | 30681 | 110141481 | HR MED SVCS DEC/JAN | $1,909.00 |
| | | | ***SOUTHERN CALIFORNIA PERMANENTE*** | | **Total Check Amount:** | **$1,909.00** |
| 195017 | JOEY ST AMANT | 03/29/2024 | 32828 | 420 | WATER ACCT REFUND | $9.24 |
| | | | ***JOEY ST AMANT*** | | **Total Check Amount:** | **$9.24** |
| 195018 | TESLA | 03/29/2024 | 26712 | 840000000 | TRUST ACCOUNT REFUND | $300.00 |
| | | | ***TESLA*** | | **Total Check Amount:** | **$300.00** |
| 195019 | VENTURE SYSTEM GROUP INC | 03/29/2024 | 29477 | 110222231 | SINGLE DATA LOC//CAT6 | $1,768.00 |
| | | 03/29/2024 | 29477 | 475141471 | DUAL DATA LOC:CONF E | $985.00 |
| | | | ***VENTURE SYSTEM GROUP INC*** | | **Total Check Amount:** | **$2,753.00** |
| 195020 | ALYSSA VILLAPANIA | 03/29/2024 | 32821 | 420 | WATER ACCT REFUND | $138.44 |
| | | | ***ALYSSA VILLAPANIA*** | | **Total Check Amount:** | **$138.44** |
| 195021 | WESTERN AUDIO VISUAL | 03/29/2024 | 24433 | 110111153 | BREA TV APP | $5,875.00 |
| | | | ***WESTERN AUDIO VISUAL*** | | **Total Check Amount:** | **$5,875.00** |
| 195022 | BRIAN WIENCEK | 03/29/2024 | 32646 | 840000000 | TRUST ACCOUNT REFUND | $170.00 |
| | | | ***BRIAN WIENCEK*** | | **Total Check Amount:** | **$170.00** |
| 195023 | SARAH WIRTZ | 03/29/2024 | 32840 | 420 | WATER ACCT REFUND | $441.92 |
| | | | ***SARAH WIRTZ*** | | **Total Check Amount:** | **$441.92** |
| 195024 | WITTEN ENGINEERING INC. | 03/29/2024 | 32623 | 110515111 | INS:THMPSON SITESTUDY | $1,299.24 |
| | | 03/29/2024 | 32623 | 430515171 | INS:THMPSON SITESTUDY | $1,200.00 |
| | | | ***WITTEN ENGINEERING INC.*** | | **Total Check Amount:** | **$2,499.24** |
| 195025 | JING XU | 03/29/2024 | 28953 | 420 | WATER ACCT REFUND | $44.95 |
| | | | ***JING XU*** | | **Total Check Amount:** | **$44.95** |
| 195026 | FLORENCIO YEH | 03/29/2024 | 32844 | 420 | WATER ACCT REFUND | $37.57 |
| | | | ***FLORENCIO YEH*** | | **Total Check Amount:** | **$37.57** |
| 195027 | SOUTHERN CALIFORNIA EDISON | 03/29/2024 | 3343 | 360515145 | ELEC RECALC-PRK/LNDSC | $5,780.90 |
| | | 03/29/2024 | 3343 | 110515143 | ELEC RECALC-PRK/LNDSC | ($7,684.14) |
| | | 03/29/2024 | 3343 | 110515121 | ELEC RECALC-PRK/LNDSC | $636.93 |
| | | 03/29/2024 | 3343 | 110515144 | ELEC RECALC-PRK/LNDSC | $9,688.30 |
| | | 03/29/2024 | 3343 | 110515141 | ELEC RECALC-PRK/LNDSC | $16,158.33 |
| | | | ***SOUTHERN CALIFORNIA EDISON*** | | **Total Check Amount:** | **$24,580.32** |
| | | | | | **Check Subtotal** | **$172,534.44** |
| V54826 | AARON DANIEL ADAM | 03/29/2024 | 32005 | 110212111 | TRAINING MILEAGE | $67.00 |
| | | | ***AARON DANIEL ADAM*** | | **Total Check Amount:** | **$67.00** |
| V54827 | ADAMSON POLICE PRODUCTS | 03/29/2024 | 4023 | 110212131 | SAFETY VESTS | $2,437.31 |
| | | | ***ADAMSON POLICE PRODUCTS*** | | **Total Check Amount:** | **$2,437.31** |
| V54828 | ADMINISTRATIVE & PROF | 03/29/2024 | 3344 | 110 | 4010 APEA MEMB 032224 | $576.00 |
| | | | ***ADMINISTRATIVE & PROF*** | | **Total Check Amount:** | **$576.00** |

# City Disbursement Register

*Between Mar 25, 2024 12:00 AM and Mar 29, 2024 11:59 PM*

| Check # | Vendor Name | Check Date | Vendor # | Budget Unit | Description | Amount |
|---|---|---|---|---|---|---|
| V54829 | THE ADVANTAGE GROUP | 03/29/2024 | 24539 | 110 | 808C FSA URMED 032224 | $5,935.41 |
| | | 03/29/2024 | 24539 | 110 | 808B FSADEPCAR 032224 | $2,252.26 |
| | | | | ***THE ADVANTAGE GROUP*** | **Total Check Amount:** | **$8,187.67** |
| V54830 | LARRY ALANIS | 03/29/2024 | 32661 | 110404424 | UMPIRE FEE 3/18/24 | $34.00 |
| | | 03/29/2024 | 32661 | 110404424 | UMPIRE FEES 3/10-3/11 | $238.00 |
| | | | | ***LARRY ALANIS*** | **Total Check Amount:** | **$272.00** |
| V54831 | ALL CITY MANAGEMENT SERVICES INC | 03/29/2024 | 6604 | 110212132 | CROSSNG GRDS 2/16-3/2 | $2,745.00 |
| | | | | ***ALL CITY MANAGEMENT SERVICES INC*** | **Total Check Amount:** | **$2,745.00** |
| V54832 | NICOLE L ANDREWS | 03/29/2024 | 32819 | 110404311 | TRAINING MILEAGE | $124.62 |
| | | | | ***NICOLE L ANDREWS*** | **Total Check Amount:** | **$124.62** |
| V54833 | BPSEA MEMORIAL FOUNDATION | 03/29/2024 | 14990 | 110 | 4050 MEMORIAL 032224 | $123.00 |
| | | | | ***BPSEA MEMORIAL FOUNDATION*** | **Total Check Amount:** | **$123.00** |
| V54834 | BREA CITY EMPLOYEES ASSOCIATION | 03/29/2024 | 3236 | 110 | 4005 BCEA MEMB 032224 | $744.00 |
| | | | | ***BREA CITY EMPLOYEES ASSOCIATION*** | **Total Check Amount:** | **$744.00** |
| V54835 | BREA DISPOSAL, INC | 03/29/2024 | 3330 | 440515122 | JAN 2024 RES TONNAGE | $73,333.95 |
| | | | | ***BREA DISPOSAL, INC*** | **Total Check Amount:** | **$73,333.95** |
| V54836 | BREA FIREFIGHTERS ASSOCIATION | 03/29/2024 | 3237 | 110 | 4016 ASSOCMEMB 032224 | $3,579.00 |
| | | | | ***BREA FIREFIGHTERS ASSOCIATION*** | **Total Check Amount:** | **$3,579.00** |
| V54837 | BREA POLICE ASSOCIATION | 03/29/2024 | 3769 | 110 | 4030 BPA REG 032224 | $3,600.00 |
| | | | | ***BREA POLICE ASSOCIATION*** | **Total Check Amount:** | **$3,600.00** |
| V54838 | BREA POLICE ATHLETIC LEAGUE | 03/29/2024 | 1068 | 110 | 5010 B.P.A.L. 032224 | $132.50 |
| | | | | ***BREA POLICE ATHLETIC LEAGUE*** | **Total Check Amount:** | **$132.50** |
| V54839 | BREA POLICE MANAGEMENT ASSOCIATION | 03/29/2024 | 21189 | 110 | 4020 PMA MEMB 032224 | $195.00 |
| | | 03/29/2024 | 21189 | 110 | 4019 LDF MEMB 032224 | $66.50 |
| | | | | ***BREA POLICE MANAGEMENT ASSOCIATION*** | **Total Check Amount:** | **$261.50** |
| V54840 | BUTLER CHEMICALS, INC. | 03/29/2024 | 6515 | 490515151 | SR CTR D/W SVC FEB24 | $199.34 |
| | | | | ***BUTLER CHEMICALS, INC.*** | **Total Check Amount:** | **$199.34** |
| V54841 | C. WELLS PIPELINE MATERIALS INC | 03/29/2024 | 13055 | 420515131 | PLUMBING SUPPLIES | $96.98 |
| | | | | ***C. WELLS PIPELINE MATERIALS INC*** | **Total Check Amount:** | **$96.98** |
| V54842 | CANNINGS ACE HARDWARE | 03/29/2024 | 15828 | 480515161 | ADHESIVE | $29.20 |
| | | 03/29/2024 | 15828 | 480515161 | SILICON | $28.12 |
| | | | | ***CANNINGS ACE HARDWARE*** | **Total Check Amount:** | **$57.32** |
| V54843 | CANON FINANCIAL SERVICES, INC. | 03/29/2024 | 20648 | 110141441 | CPRLEASE PW/BRC FEB24 | $352.45 |
| | | 03/29/2024 | 20648 | 110141441 | PRNTCHGS PW/BRC JAN24 | $23.52 |
| | | 03/29/2024 | 20648 | 110141441 | CPRLEASE FS1-4 FEB24 | $101.28 |
| | | 03/29/2024 | 20648 | 110141441 | PRNTCHGS FS1-4 JAN24 | $77.38 |
| | | | | ***CANON FINANCIAL SERVICES, INC.*** | **Total Check Amount:** | **$554.63** |
| V54844 | CANON SOLUTIONS AMERICA, INC | 03/29/2024 | 15260 | 110141441 | PRINT CHGS FEB 2024 | $467.32 |

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|---|---|---|---|---|---|---|
| V54844 | CANON SOLUTIONS AMERICA, INC | 03/29/2024 | 15260 | 110141441 | COPIER LEASE MAR 2024 | $1,072.12 |
| | | | ***CANON SOLUTIONS AMERICA, INC*** | | **Total Check Amount:** | **$1,539.44** |
| V54845 | CARRIER CORPORATION | 03/29/2024 | 20023 | 490515151 | EDDY CURR/VALVE REPL | $6,257.00 |
| | | 03/29/2024 | 20023 | 490515151 | CHILLER 1 REPAIRS | $3,246.27 |
| | | 03/29/2024 | 20023 | 490515151 | CHILLER 2 REPAIRS | $850.00 |
| | | 03/29/2024 | 20023 | 490515151 | CHILLER SVC JAN-MAR24 | $2,793.38 |
| | | | ***CARRIER CORPORATION*** | | **Total Check Amount:** | **$13,146.65** |
| V54846 | JUSTINE GINA CHEVALIER | 03/29/2024 | 32521 | 110212132 | 2024 LIFESAVERS CONF | $126.00 |
| | | 03/29/2024 | 32521 | 110212111 | TRAINING MILEAGE | $33.67 |
| | | | ***JUSTINE GINA CHEVALIER*** | | **Total Check Amount:** | **$159.67** |
| V54847 | KATHERINE MARIE CHIDESTER | 03/29/2024 | 29117 | 110404541 | GALLERYGIFTSHOP ITEMS | $94.75 |
| | | | ***KATHERINE MARIE CHIDESTER*** | | **Total Check Amount:** | **$94.75** |
| V54848 | CLOUD DRIVEN SOLUTIONS, INC. | 03/29/2024 | 32443 | 110111161 | PROF SVCS + FEES | $889.47 |
| | | | ***CLOUD DRIVEN SOLUTIONS, INC.*** | | **Total Check Amount:** | **$889.47** |
| V54849 | COMLOCK SECURITY-GROUP | 03/29/2024 | 13625 | 420515131 | LOCKS | $135.77 |
| | | 03/29/2024 | 13625 | 110515141 | DOOR LOCK MNT 1/29/24 | $265.00 |
| | | 03/29/2024 | 13625 | 360515145 | KEYS | $232.74 |
| | | 03/29/2024 | 13625 | 490515151 | DOOR LOCK RPR FS2 RR | $300.00 |
| | | 03/29/2024 | 13625 | 490515151 | DOOR REPAIRS [CCC] | $300.00 |
| | | 03/29/2024 | 13625 | 490515151 | SERVICE CALL 3/1/24 | $195.00 |
| | | | ***COMLOCK SECURITY-GROUP*** | | **Total Check Amount:** | **$1,428.51** |
| V54850 | RYAN COOPER | 03/29/2024 | 25532 | 110212132 | 2024 LIFESAVERS CONF | $126.00 |
| | | | ***RYAN COOPER*** | | **Total Check Amount:** | **$126.00** |
| V54851 | CSG CONSULTANTS | 03/29/2024 | 25540 | 110000000 | PLAN CHECK SVCS FEB24 | ($1,386.00) |
| | | 03/29/2024 | 25540 | 84032324P | PLAN CHECK SVCS FEB24 | $7,656.00 |
| | | | ***CSG CONSULTANTS*** | | **Total Check Amount:** | **$6,270.00** |
| V54852 | JIMMY DAO | 03/29/2024 | 19002 | 460141474 | TRAINING MILEAGE | $136.01 |
| | | | ***JIMMY DAO*** | | **Total Check Amount:** | **$136.01** |
| V54853 | DARTCO TRANSMISSION SALES | 03/29/2024 | 17719 | 480515161 | TRNSMISSION RPR 24013 | $1,691.85 |
| | | | ***DARTCO TRANSMISSION SALES*** | | **Total Check Amount:** | **$1,691.85** |
| V54854 | EQUIPMENT DIRECT INC | 03/29/2024 | 4522 | 420515131 | SAFETY GLOVES | $80.81 |
| | | 03/29/2024 | 4522 | 110515141 | SAFETY EQUIPMENT | $133.15 |
| | | | ***EQUIPMENT DIRECT INC*** | | **Total Check Amount:** | **$213.96** |
| V54855 | MASON JOEL FISHBACK | 03/29/2024 | 32820 | 174222222 | OCEMS EMT RECERT | $200.00 |
| | | | ***MASON JOEL FISHBACK*** | | **Total Check Amount:** | **$200.00** |
| V54856 | JESSE GARDUNA | 03/29/2024 | 16006 | 110212111 | TRAINING EXPENSE | $16.00 |
| | | | ***JESSE GARDUNA*** | | **Total Check Amount:** | **$16.00** |
| V54857 | GRAINGER | 03/29/2024 | 13634 | 420515131 | SPECIAL EQUIPMENT | $316.94 |

# City Disbursement Register

*Between Mar 25, 2024 12:00 AM and Mar 29, 2024 11:59 PM*

| Check # | Vendor Name | Check Date | Vendor # | Budget Unit | Description | Amount |
|---|---|---|---|---|---|---|
| V54857 | GRAINGER | 03/29/2024 | 13634 | 110515141 | HAND DRYER | $633.35 |
| | | | ***GRAINGER*** | | **Total Check Amount:** | **$950.29** |
| V54858 | HAAKER EQUIPMENT CO. | 03/29/2024 | 4297 | 430515123 | H2S SENSOR | $1,142.23 |
| | | | ***HAAKER EQUIPMENT CO.*** | | **Total Check Amount:** | **$1,142.23** |
| V54859 | CHRISTOPHER H. HADDAD | 03/29/2024 | 15668 | 110212132 | 2024 LIFESAVERS CONF | $126.00 |
| | | | ***CHRISTOPHER H. HADDAD*** | | **Total Check Amount:** | **$126.00** |
| V54860 | GABRIEL HANNAH | 03/29/2024 | 17533 | 110404424 | UMPIRE FEE 3/18/24 | $34.00 |
| | | 03/29/2024 | 17533 | 110404424 | UMPIRE FEE 3/11/24 | $102.00 |
| | | | ***GABRIEL HANNAH*** | | **Total Check Amount:** | **$136.00** |
| V54861 | HORIZON MECHANICAL CONTRACTORS | 03/29/2024 | 27728 | 490515151 | BOILER SVC[CCC] NOV23 | $1,982.76 |
| | | 03/29/2024 | 27728 | 490515151 | BOILER SVC[CCC] AUG23 | $2,579.41 |
| | | | ***HORIZON MECHANICAL CONTRACTORS*** | | **Total Check Amount:** | **$4,562.17** |
| V54862 | JOSHUA WILLIAM HORN | 03/29/2024 | 27741 | 110212121 | TRAINING EXPENSE | $16.00 |
| | | 03/29/2024 | 27741 | 110212132 | 2024 LIFESAVERS CONF | $126.00 |
| | | | ***JOSHUA WILLIAM HORN*** | | **Total Check Amount:** | **$142.00** |
| V54863 | WESLEY HUANG | 03/29/2024 | 26144 | 110212111 | TRAINING EXPENSE | $40.00 |
| | | 03/29/2024 | 26144 | 110212111 | TRAINING MILEAGE | $16.08 |
| | | | ***WESLEY HUANG*** | | **Total Check Amount:** | **$56.08** |
| V54864 | INFOSEND, INC. | 03/29/2024 | 19016 | 110111151 | JAN24 ENGAGE BREA | $0.26 |
| | | 03/29/2024 | 19016 | 110404521 | JAN24 SENIOR TAX PREP | $0.26 |
| | | 03/29/2024 | 19016 | 420141421 | JAN24 WATER:PRNT/MAIL | $7.40 |
| | | 03/29/2024 | 19016 | 420515131 | JAN24 WATER SAVINGS | $0.52 |
| | | 03/29/2024 | 19016 | 420141421 | FEB24 WATER:ORNT/MAIL | $5.41 |
| | | 03/29/2024 | 19016 | 420141421 | JAN24 WATER:POSTAGE | $29.76 |
| | | 03/29/2024 | 19016 | 420141421 | FEB24 WATER:POSTAGE | $36.46 |
| | | 03/29/2024 | 19016 | 420141421 | JAN24:PRNT/IMAGE ARCH | $1.25 |
| | | | ***INFOSEND, INC.*** | | **Total Check Amount:** | **$81.32** |
| V54865 | INLAND ROUNDBALL OFFICIALS INC. | 03/29/2024 | 31906 | 110404424 | REFEREE FEE 3/18-3/19 | $360.00 |
| | | 03/29/2024 | 31906 | 110404424 | REFEREE DEE 3/4-3/12 | $1,480.00 |
| | | | ***INLAND ROUNDBALL OFFICIALS INC.*** | | **Total Check Amount:** | **$1,840.00** |
| V54866 | MICHAEL ARTHUR JANETZKE | 03/29/2024 | 31661 | 110212111 | TRAINING MILEAGE | $64.25 |
| | | | ***MICHAEL ARTHUR JANETZKE*** | | **Total Check Amount:** | **$64.25** |
| V54867 | DAVID TAEKEK KANG | 03/29/2024 | 29475 | 110212111 | ADV INTRVW+INTERROGTN | $24.00 |
| | | | ***DAVID TAEKEK KANG*** | | **Total Check Amount:** | **$24.00** |
| V54868 | KEENAN & ASSOCIATES | 03/29/2024 | 22439 | 470141483 | 2024 WORKERS' COMP #3 | $11,389.33 |
| | | | ***KEENAN & ASSOCIATES*** | | **Total Check Amount:** | **$11,389.33** |
| V54869 | RYAN JOSEPH KLUG | 03/29/2024 | 29363 | 110212111 | TRAINING EXPENSE | $16.00 |
| | | 03/29/2024 | 29363 | 110212111 | TRAINING MILEAGE | $67.00 |

# City Disbursement Register

*Between Mar 25, 2024 12:00 AM and Mar 29, 2024 11:59 PM*

| Check # | Vendor Name | Check Date | Vendor # | Budget Unit | Description | Amount |
|---|---|---|---|---|---|---|
| | | | ***RYAN JOSEPH KLUG*** | | **Total Check Amount:** | **$83.00** |
| V54870 | ALFONS KUNZE | 03/29/2024 | 17789 | 110212111 | SB SUPV LDRSHP INST | $114.00 |
| | | | ***ALFONS KUNZE*** | | **Total Check Amount:** | **$114.00** |
| V54871 | DAVID KUSSMAN | 03/29/2024 | 31446 | 110212111 | TRAINING MILEAGE | $985.12 |
| | | 03/29/2024 | 31446 | 110212132 | 2024 LIFESAVERS CONF | $126.00 |
| | | | ***DAVID KUSSMAN*** | | **Total Check Amount:** | **$1,111.12** |
| V54872 | LIBERTY FLAGS INC. | 03/29/2024 | 5457 | 490 | FLAGS [SALES TAX] | ($25.27) |
| | | 03/29/2024 | 5457 | 490515151 | FLAGS | $390.50 |
| | | | ***LIBERTY FLAGS INC.*** | | **Total Check Amount:** | **$365.23** |
| V54873 | LINCOLN AQUATICS | 03/29/2024 | 17902 | 490515151 | ADA HEADREST PAD | $239.31 |
| | | 03/29/2024 | 17902 | 490515151 | VACUUM HEAD | $234.57 |
| | | | ***LINCOLN AQUATICS*** | | **Total Check Amount:** | **$473.88** |
| V54874 | LONG BEACH BMW | 03/29/2024 | 18120 | 480515161 | MOTOR KIT CABLE | $1,124.55 |
| | | | ***LONG BEACH BMW*** | | **Total Check Amount:** | **$1,124.55** |
| V54875 | MADISON RAE MAHER | 03/29/2024 | 30612 | 110212111 | TRAINING MILEAGE | $49.85 |
| | | | ***MADISON RAE MAHER*** | | **Total Check Amount:** | **$49.85** |
| V54876 | MICHAEL SULLIVAN & ASSOCIATES LLP | 03/29/2024 | 31864 | 470141483 | PROF SVCS THRU 12/31 | $82.00 |
| | | 03/29/2024 | 31864 | 470141483 | PROF SVCS THRU 2/29 | $164.00 |
| | | | ***MICHAEL SULLIVAN & ASSOCIATES LLP*** | | **Total Check Amount:** | **$246.00** |
| V54877 | CAITLIN MOHNEY | 03/29/2024 | 29108 | 110404521 | YOGA FEB 2024 | $120.00 |
| | | | ***CAITLIN MOHNEY*** | | **Total Check Amount:** | **$120.00** |
| V54878 | WILLIAM MONTALVO | 03/29/2024 | 12387 | 110212111 | TRAINING EXPENSE | $16.00 |
| | | | ***WILLIAM MONTALVO*** | | **Total Check Amount:** | **$16.00** |
| V54879 | MOTOROLA SOLUTIONS, INC. | 03/29/2024 | 22012 | 234212143 | AVIGILON SOL 30% PM#2 | $351,228.30 |
| | | | ***MOTOROLA SOLUTIONS, INC.*** | | **Total Check Amount:** | **$351,228.30** |
| V54880 | MYERS AND SONS | 03/29/2024 | 21624 | 110515141 | SAFETY SIGNS [FIELDS] | $247.83 |
| | | 03/29/2024 | 21624 | 430515123 | SAFETY GEAR | $975.27 |
| | | 03/29/2024 | 21624 | 110515125 | CREDIT:INV #121966 | ($305.29) |
| | | 03/29/2024 | 21624 | 110515144 | PAINT - CURBS [SP] | $155.56 |
| | | | ***MYERS AND SONS*** | | **Total Check Amount:** | **$1,073.37** |
| V54881 | ORANGE COUNTY SANITATION DIST. | 03/29/2024 | 14689 | 110 | RES SEWER FEES FEB24 | $2,230.00 |
| | | 03/29/2024 | 14689 | 110000000 | RES SF 5% COLL FEB24 | ($111.50) |
| | | | ***ORANGE COUNTY SANITATION DIST.*** | | **Total Check Amount:** | **$2,118.50** |
| V54882 | DAVID ALEJANDRO ORTIZ | 03/29/2024 | 30613 | 110212111 | TRAINING MILEAGE | $73.70 |
| | | | ***DAVID ALEJANDRO ORTIZ*** | | **Total Check Amount:** | **$73.70** |
| V54883 | QUANTUM SIGNS & GRAPHICS INC. | 03/29/2024 | 32568 | 110404421 | DATE PATCHES-PET EXPO | $159.38 |
| | | 03/29/2024 | 32568 | 110404215 | DATE PATCHES-FIT/WLNS | $109.65 |
| | | | ***QUANTUM SIGNS & GRAPHICS INC.*** | | **Total Check Amount:** | **$269.03** |

# City Disbursement Register

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| Check # | Vendor Name | Check Date | Vendor # | Budget Unit | Description | Amount |
|---|---|---|---|---|---|---|
| V54884 | QUARTECH CORRECTIONS LLC | 03/29/2024 | 29933 | 951 | ILJAOC SBPOENA ANAPD | $6,187.50 |
| | | | ***QUARTECH CORRECTIONS LLC*** | | **Total Check Amount:** | **$6,187.50** |
| V54885 | MACY CYMANTHA SANCHEZ | 03/29/2024 | 27495 | 110212111 | TRAINING EXPENSE | $16.00 |
| | | 03/29/2024 | 27495 | 110212111 | TRAINING MILEAGE | $124.62 |
| | | | ***MACY CYMANTHA SANCHEZ*** | | **Total Check Amount:** | **$140.62** |
| V54886 | STEVEN SCHLICHTING | 03/29/2024 | 32522 | 174222222 | NREMT TEST FEES | $540.00 |
| | | | ***STEVEN SCHLICHTING*** | | **Total Check Amount:** | **$540.00** |
| V54887 | TODD STEPHEN SCHMALTZ | 03/29/2024 | 26048 | 110212111 | TRAINING EXPENSE | $16.00 |
| | | 03/29/2024 | 26048 | 110212111 | TRAINING MILEAGE | $104.52 |
| | | | ***TODD STEPHEN SCHMALTZ*** | | **Total Check Amount:** | **$120.52** |
| V54888 | SITEONE LANDSCAPE SUPPLY, LLC | 03/29/2024 | 25942 | 360515145 | TOOLS | $113.84 |
| | | 03/29/2024 | 25942 | 360515145 | IRRIGATION SUPPLIES | $254.31 |
| | | | ***SITEONE LANDSCAPE SUPPLY, LLC*** | | **Total Check Amount:** | **$368.15** |
| V54889 | SKYHAWKS SPORTS ACADEMY, INC. | 03/29/2024 | 18097 | 110404145 | MULTISPORTS | $1,366.80 |
| | | | ***SKYHAWKS SPORTS ACADEMY, INC.*** | | **Total Check Amount:** | **$1,366.80** |
| V54890 | DONNA SMITH | 03/29/2024 | 26136 | 110404145 | DANCE LESSONS | $194.40 |
| | | | ***DONNA SMITH*** | | **Total Check Amount:** | **$194.40** |
| V54891 | SHANNON Y SOLANO | 03/29/2024 | 29142 | 110000000 | ST/UP:PET EXPO 2024 | $1,500.00 |
| | | | ***SHANNON Y SOLANO*** | | **Total Check Amount:** | **$1,500.00** |
| V54892 | SOUTHERN CALIFORNIA NEWS GROUP | 03/29/2024 | 32570 | 110111161 | LEGAL NOTICE FEB 2024 | $419.49 |
| | | 03/29/2024 | 32570 | 110323231 | LEGAL NOTICE FEB 2024 | $832.53 |
| | | 03/29/2024 | 32570 | 110515111 | LEGAL NOTICE FEB 2024 | $419.70 |
| | | 03/29/2024 | 32570 | 510707978 | LEGAL NOTICE JAN24 | $3,483.87 |
| | | 03/29/2024 | 32570 | 110111161 | LEGAL NOTICE JAN24 | $214.05 |
| | | | ***SOUTHERN CALIFORNIA NEWS GROUP*** | | **Total Check Amount:** | **$5,369.64** |
| V54893 | THOMSON REUTERS - WEST | 03/29/2024 | 22020 | 110111112 | 431851 LGL/RWG FEB24 | $425.61 |
| | | 03/29/2024 | 22020 | 110111112 | 431851 LGL/RWG JAN24 | $9,811.74 |
| | | 03/29/2024 | 22020 | 110111112 | 431851 LGL/RWG MAR24 | $270.45 |
| | | | ***THOMSON REUTERS - WEST*** | | **Total Check Amount:** | **$10,507.80** |
| V54894 | THREE PEAKS CORP | 03/29/2024 | 29357 | 420 | WATER ACCT REFUND | $2,567.24 |
| | | | ***THREE PEAKS CORP*** | | **Total Check Amount:** | **$2,567.24** |
| V54895 | TROPICAL PLAZA NURSERY, INC | 03/29/2024 | 2062 | 110515143 | GATEWAY CENTER MAR24 | $1,491.72 |
| | | 03/29/2024 | 2062 | 345515112 | MD#5 LANDSCAPE MAR24 | $2,827.74 |
| | | 03/29/2024 | 2062 | 420515131 | CITY RESERVOIRS MAR24 | $1,723.64 |
| | | 03/29/2024 | 2062 | 110515144 | IRRIGATION RPRS [SP] | $492.70 |
| | | | ***TROPICAL PLAZA NURSERY, INC*** | | **Total Check Amount:** | **$6,535.80** |
| V54896 | TUMBLE-N-KIDS INC. | 03/29/2024 | 32167 | 110404145 | GYMNASTICS | $2,612.25 |
| | | | ***TUMBLE-N-KIDS INC.*** | | **Total Check Amount:** | **$2,612.25** |

# City Disbursement Register

*Between Mar 25, 2024 12:00 AM and Mar 29, 2024 11:59 PM*

| Check # | Vendor Name | Check Date | Vendor # | Budget Unit | Description | Amount |
|---|---|---|---|---|---|---|
| V54897 | TURBO DATA SYSTEMS, INC. | 03/29/2024 | 1472 | 110212122 | CITATION PROC FEB24 | $507.19 |
| | | | ***TURBO DATA SYSTEMS, INC.*** | | **Total Check Amount:** | **$507.19** |
| V54898 | UNDERGROUND SERVICE ALERT/SC | 03/29/2024 | 4537 | 420515131 | DSB FEE 3/1/24 | $113.72 |
| | | 03/29/2024 | 4537 | 420515131 | DSB WTRDIST 3/1/24 | $56.86 |
| | | 03/29/2024 | 4537 | 420515131 | UGTICKETS SEWER FEB24 | $272.50 |
| | | 03/29/2024 | 4537 | 420515131 | UGTICKETS WATER FEB24 | $141.25 |
| | | | ***UNDERGROUND SERVICE ALERT/SC*** | | **Total Check Amount:** | **$584.33** |
| V54899 | VIDO SAMARZICH, INC | 03/29/2024 | 22565 | 420 | WATER ACCT REFUND | $2,172.65 |
| | | | ***VIDO SAMARZICH, INC*** | | **Total Check Amount:** | **$2,172.65** |
| V54900 | VISTA PAINT CORPORATION | 03/29/2024 | 4573 | 490515151 | PAINT | $185.16 |
| | | | ***VISTA PAINT CORPORATION*** | | **Total Check Amount:** | **$185.16** |
| V54901 | WAXIE SANITARY SUPPLY | 03/29/2024 | 3332 | 490515151 | JANITORIAL SUPPLIES | $1,856.64 |
| | | | ***WAXIE SANITARY SUPPLY*** | | **Total Check Amount:** | **$1,856.64** |
| V54902 | WEST COAST ARBORISTS, INC. | 03/29/2024 | 1556 | 110515142 | TREE MNT 2/16-2/29 | $15,722.49 |
| | | 03/29/2024 | 1556 | 110515142 | TREE PLANTING 3/5/24 | $495.90 |
| | | 03/29/2024 | 1556 | 343515112 | TREE MNT MD3 3/1-3/15 | $882.60 |
| | | 03/29/2024 | 1556 | 110515142 | TREE MNT PARKS 3/1-15 | $497.82 |
| | | 03/29/2024 | 1556 | 346515112 | TREE MNT MD6 3/1-3/15 | $2,542.98 |
| | | | ***WEST COAST ARBORISTS, INC.*** | | **Total Check Amount:** | **$20,141.79** |
| V54903 | WEST COAST SAND & GRAVEL, INC. | 03/29/2024 | 11519 | 110515141 | SAND | $632.76 |
| | | | ***WEST COAST SAND & GRAVEL, INC.*** | | **Total Check Amount:** | **$632.76** |
| V54904 | ASHLEY RENEE YOUNG | 03/29/2024 | 30993 | 110212121 | TRAINING EXPENSE | $16.00 |
| | | | ***ASHLEY RENEE YOUNG*** | | **Total Check Amount:** | **$16.00** |
| V54905 | ZERO WASTE USA INC/MUTT MITT | 03/29/2024 | 22125 | 343515112 | DOG WASTE BAGS | $540.47 |
| | | | ***ZERO WASTE USA INC/MUTT MITT*** | | **Total Check Amount:** | **$540.47** |
| | | | | | **Voucher Subtotal** | **$566,632.04** |
| | | | | | **TOTAL** | **$739,166.48** |

# City Disbursement Register

*Between Apr 1, 2024 12:00 AM and Apr 5, 2024 11:59 PM*

| Check # | Vendor Name | Check Date | Vendor # | Budget Unit | Description | Amount |
|---|---|---|---|---|---|---|
| 195028 | ARDURRA GROUP, INC. | 04/05/2024 | 29147 | 110000000 | PROF ENGG SVCS FEB24 | $1,377.50 |
| | | 04/05/2024 | 29147 | 84051517P | PROF ENGG SVCS FEB24 | $2,218.50 |
| | | | | ***ARDURRA GROUP, INC.*** | **Total Check Amount:** | **$3,596.00** |
| 195029 | AWNINGS BY RUSS RINNER | 04/05/2024 | 25538 | 490515152 | AWNINGS [4] @FS2 | $2,700.00 |
| | | | | ***AWNINGS BY RUSS RINNER*** | **Total Check Amount:** | **$2,700.00** |
| 195030 | BEST CONTRACTING SERVICES, INC. | 04/05/2024 | 29171 | 490515151 | ROOF REPAIRS @ FS2 | $5,083.00 |
| | | | | ***BEST CONTRACTING SERVICES, INC.*** | **Total Check Amount:** | **$5,083.00** |
| 195031 | BREAKING THE CHAIN CONSULTING | 04/05/2024 | 32119 | 110141481 | CUST SVC TRNG 4/10 | $3,700.00 |
| | | | | ***BREAKING THE CHAIN CONSULTING*** | **Total Check Amount:** | **$3,700.00** |
| 195032 | BROADCAST MUSIC INC | 04/05/2024 | 23752 | 110404311 | 2017749 MUSIC LIC2024 | $435.00 |
| | | | | ***BROADCAST MUSIC INC*** | **Total Check Amount:** | **$435.00** |
| 195034 | BUSINESS CARD | 04/05/2024 | 18749 | 110141481 | BSCARD 032324 HR | $123.36 |
| | | 04/05/2024 | 18749 | 110212111 | BSCARD 032324 PD | $4,666.53 |
| | | 04/05/2024 | 18749 | 110212111 | BSCARD 102323 PD TRNG | $1,199.00 |
| | | 04/05/2024 | 18749 | 110212121 | BSCARD 022324 PD | $2,025.00 |
| | | 04/05/2024 | 18749 | 110212121 | BSCARD 102323 PD | $300.00 |
| | | 04/05/2024 | 18749 | 420515131 | BSCARD 032324 DEFAULT | $295.57 |
| | | 04/05/2024 | 18749 | 902009100 | BSCARD 102323 PD | $387.61 |
| | | 04/05/2024 | 18749 | 110141481 | BSCARD 022324 DEF REV | ($154.51) |
| | | 04/05/2024 | 18749 | 110212111 | BSCARD 022324 DEF REV | ($10,915.86) |
| | | 04/05/2024 | 18749 | 110212111 | BSCARD 032324 DEFAULT | $87.66 |
| | | 04/05/2024 | 18749 | 110212131 | BSCARD 022324 PD | $1,804.21 |
| | | 04/05/2024 | 18749 | 110404211 | BSCARD 022324 CS II | $375.95 |
| | | 04/05/2024 | 18749 | 110404211 | BSCARD 022324 DEF REV | ($3,960.99) |
| | | 04/05/2024 | 18749 | 110404211 | BSCARD 032324 DEFAULT | $7,660.55 |
| | | 04/05/2024 | 18749 | 110404217 | BSCARD 022324 CS | $80.65 |
| | | 04/05/2024 | 18749 | 950000000 | ILJAOC BSCARD 0324 JM | $150.00 |
| | | 04/05/2024 | 18749 | 950000000 | ILJAOC BSCARD 0324 MJ | $15.99 |
| | | 04/05/2024 | 18749 | 110212112 | BSCARD 022324 PD | $174.01 |
| | | 04/05/2024 | 18749 | 110212141 | BSCARD 102323 PD | $810.00 |
| | | 04/05/2024 | 18749 | 110222223 | BSCARD 022324 FIRE | $95.03 |
| | | 04/05/2024 | 18749 | 110404154 | BSCARD 022324 CS II | $1,942.03 |
| | | 04/05/2024 | 18749 | 110141481 | BSCARD 022324 HR | $154.51 |
| | | 04/05/2024 | 18749 | 110212111 | BSCARD 022324 PD | $1,840.61 |
| | | 04/05/2024 | 18749 | 110212111 | BSCARD 022324 PD TRNG | $5,072.03 |
| | | 04/05/2024 | 18749 | 110212111 | BSCARD 102323 DEF REV | ($3,816.90) |
| | | 04/05/2024 | 18749 | 110212111 | BSCARD 102323 PD | $1,120.29 |

# City Disbursement Register

*Between Apr 1, 2024 12:00 AM and Apr 5, 2024 11:59 PM*

| Check # | Vendor Name | Check Date | Vendor # | Budget Unit | Description | Amount |
|---|---|---|---|---|---|---|
| 195034 | BUSINESS CARD | 04/05/2024 | 18749 | 110212121 | BSCARD 032324 PD | ($5.37) |
| | | 04/05/2024 | 18749 | 110222211 | BSCARD 022324 DEF REV | ($95.03) |
| | | 04/05/2024 | 18749 | 110222211 | BSCARD 032324 DEFAULT | $3,067.21 |
| | | 04/05/2024 | 18749 | 110404311 | BSCARD 022324 CS II | $1,540.00 |
| | | 04/05/2024 | 18749 | 110404429 | BSCARD 022324 CS | $22.36 |
| | | | | ***BUSINESS CARD*** | **Total Check Amount:** | **$16,061.50** |
| 195035 | CIVILTEC ENGINEERING INC. | 04/05/2024 | 2581 | 510707479 | PROF SVCS THRU 3/1 | $4,630.00 |
| | | | | ***CIVILTEC ENGINEERING INC.*** | **Total Check Amount:** | **$4,630.00** |
| 195036 | COMMERCIAL AQUATIC SERVICES, INC. | 04/05/2024 | 25513 | 110404422 | BULK CHEMICALS | $608.90 |
| | | | | ***COMMERCIAL AQUATIC SERVICES, INC.*** | **Total Check Amount:** | **$608.90** |
| 195037 | COUNTY OF ORANGE | 04/05/2024 | 4799 | 110212131 | PRE-BKNG/INVTY FORMS | $135.20 |
| | | | | ***COUNTY OF ORANGE*** | **Total Check Amount:** | **$135.20** |
| 195038 | COUNTY OF ORANGE | 04/05/2024 | 4799 | 110212122 | OCATS FEES MAR 2024 | $1,104.51 |
| | | | | ***COUNTY OF ORANGE*** | **Total Check Amount:** | **$1,104.51** |
| 195039 | CPSI - PROPERTY SPECIALISTS, INC. | 04/05/2024 | 26951 | 510707251 | CIP MGMT SVCS DEC23 | $150.00 |
| | | 04/05/2024 | 26951 | 510707251 | CIP MGMT SVCS JAN24 | $600.00 |
| | | | | ***CPSI - PROPERTY SPECIALISTS, INC.*** | **Total Check Amount:** | **$750.00** |
| 195040 | CREATIVE BRAIN LEARNING | 04/05/2024 | 31799 | 110404145 | CREATIVE VIDEO GAMES | $37.50 |
| | | | | ***CREATIVE BRAIN LEARNING*** | **Total Check Amount:** | **$37.50** |
| 195041 | CSUF AUXILLARY SERVICES CORP | 04/05/2024 | 23887 | 902009100 | PROGRAM STAFF OCT23 | $620.71 |
| | | 04/05/2024 | 23887 | 902009100 | YR5 PROG EVAL NOV23 | $7,307.11 |
| | | 04/05/2024 | 23887 | 902009100 | PROGRAM STAFF DEC23 | $32.97 |
| | | 04/05/2024 | 23887 | 902009100 | YR5 PROG EVAL DEC23 | $3,394.24 |
| | | 04/05/2024 | 23887 | 902009100 | YR5 PROG EVAL OCT23 | $8,433.36 |
| | | 04/05/2024 | 23887 | 902009100 | PROGRAM STAFF SEPT23 | $543.40 |
| | | 04/05/2024 | 23887 | 902009100 | YR5 PROG EVAL AUG23 | $2,266.78 |
| | | 04/05/2024 | 23887 | 902009100 | YR5 PROG EVAL JUL23 | $2,605.22 |
| | | 04/05/2024 | 23887 | 902009100 | YR5 PROJ EVAL JAN24 | $10,124.21 |
| | | 04/05/2024 | 23887 | 902009100 | PROGRAM STAFF AUG23 | $288.60 |
| | | 04/05/2024 | 23887 | 902009100 | PROGRAM STAFF NOV23 | $570.83 |
| | | 04/05/2024 | 23887 | 902009100 | YR5 PROG EVAL SEPT23 | $4,246.29 |
| | | | | ***CSUF AUXILLARY SERVICES CORP*** | **Total Check Amount:** | **$40,433.72** |
| 195042 | DAVE BANG ASSOCIATES, INC. | 04/05/2024 | 18053 | 510707978 | AROVPARK PLYGRND EQPT | $47,162.31 |
| | | | | ***DAVE BANG ASSOCIATES, INC.*** | **Total Check Amount:** | **$47,162.31** |
| 195043 | DELTA T HVAC, INC. | 04/05/2024 | 28265 | 490515151 | ALERTON RPR [BCC]2/13 | $440.00 |
| | | | | ***DELTA T HVAC, INC.*** | **Total Check Amount:** | **$440.00** |
| 195044 | DEPARTMENT OF WATER RESOURCES | 04/05/2024 | 14195 | 420515131 | 23/24 ANNUAL DAM FEES | $8,475.00 |

# City Disbursement Register

*Between Apr 1, 2024 12:00 AM and Apr 5, 2024 11:59 PM*

| Check # | Vendor Name | Check Date | Vendor # | Budget Unit | Description | Amount |
|---|---|---|---|---|---|---|
| | | | ***DEPARTMENT OF WATER RESOURCES*** | | **Total Check Amount:** | **$8,475.00** |
| 195045 | SOUTHERN CALIFORNIA EDISON | 04/05/2024 | 3343 | 110515121 | ELECTRICITY MAR24 | $1,468.37 |
| | | | ***SOUTHERN CALIFORNIA EDISON*** | | **Total Check Amount:** | **$1,468.37** |
| 195046 | FRONTIER COMMUNICATIONS | 04/05/2024 | 26183 | 475141471 | 5621820146 3/16-4/15 | $42.20 |
| | | | ***FRONTIER COMMUNICATIONS*** | | **Total Check Amount:** | **$42.20** |
| 195047 | GOSCH FORD TEMECULA | 04/05/2024 | 32187 | 480515161 | 2024 FORD EXPLORER | $44,832.19 |
| | | | ***GOSCH FORD TEMECULA*** | | **Total Check Amount:** | **$44,832.19** |
| 195048 | JOSEPH HUFFORD | 04/05/2024 | 32857 | 110404541 | TTD24 MUSIC - CLOSING | $200.00 |
| | | | ***JOSEPH HUFFORD*** | | **Total Check Amount:** | **$200.00** |
| 195049 | J. KIM ELECTRIC, INC. | 04/05/2024 | 31710 | 360515145 | ELECTRICAL WORK [SP] | $1,696.35 |
| | | | ***J. KIM ELECTRIC, INC.*** | | **Total Check Amount:** | **$1,696.35** |
| 195050 | JONES & MAYER | 04/05/2024 | 12144 | 110111112 | LEGAL SVCS PD FEB24 | $1,501.00 |
| | | 04/05/2024 | 12144 | 110111112 | LEGAL SVCS PD OCT23 | $19.00 |
| | | | ***JONES & MAYER*** | | **Total Check Amount:** | **$1,520.00** |
| 195051 | LINSCOTT, LAW & GREENSPAN ENGINEERS | 04/05/2024 | 29408 | 840141412 | TFC ENGG SVCS FEB24 | $2,860.00 |
| | | 04/05/2024 | 29408 | 840141412 | TFC ENGG SVCS JAN/FEB | $2,147.00 |
| | | | ***LINSCOTT, LAW & GREENSPAN ENGINEERS*** | | **Total Check Amount:** | **$5,007.00** |
| 195052 | MONJARAS & WISMEYER GROUP INC. | 04/05/2024 | 32179 | 470141483 | PROF SVCS 8575 FEB24 | $87.50 |
| | | | ***MONJARAS & WISMEYER GROUP INC.*** | | **Total Check Amount:** | **$87.50** |
| 195053 | MOS EQUIPMENT | 04/05/2024 | 32399 | 110212111 | FARADAY BAGS | $2,735.66 |
| | | | ***MOS EQUIPMENT*** | | **Total Check Amount:** | **$2,735.66** |
| 195054 | ODP BUSINESS SOLUTIONS, LLC | 04/05/2024 | 31709 | 110212111 | OFFICE SUPPLIES | $88.59 |
| | | | ***ODP BUSINESS SOLUTIONS, LLC*** | | **Total Check Amount:** | **$88.59** |
| 195055 | ORANGE COUNTY AUTO THEFT TASK FORCE | 04/05/2024 | 16937 | 110212111 | 34TH VT OFFCER AWARDS | $40.00 |
| | | | ***ORANGE COUNTY AUTO THEFT TASK FORCE*** | | **Total Check Amount:** | **$40.00** |
| 195056 | PUBLIC RESTROOM COMPANY | 04/05/2024 | 32158 | 510707978 | AROVPARK PREFAB JAN24 | $280,436.00 |
| | | 04/05/2024 | 32158 | 510707978 | AROVPARK PREFAB FEB24 | $69,436.00 |
| | | | ***PUBLIC RESTROOM COMPANY*** | | **Total Check Amount:** | **$349,872.00** |
| 195057 | RBI TRAFFIC, INC | 04/05/2024 | 30571 | 110000000 | PLAN CHECK SVCS FEB24 | ($82.50) |
| | | 04/05/2024 | 30571 | 110000000 | PLAN CHECK SVCS JAN24 | ($35.25) |
| | | 04/05/2024 | 30571 | 510707717 | PLAN CHECK SVCS JAN24 | $1,575.00 |
| | | 04/05/2024 | 30571 | 84051517P | PLAN CHECK SVCS FEB24 | $4,207.50 |
| | | 04/05/2024 | 30571 | 84051517P | PLAN CHECK SVCS JAN24 | $1,797.75 |
| | | | ***RBI TRAFFIC, INC*** | | **Total Check Amount:** | **$7,462.50** |
| 195058 | U.S. POSTAL SERVICE (NEOPOST) | 04/05/2024 | 11057 | 110141441 | POSTAGE MTR DEP APR24 | $25,000.00 |
| | | | ***U.S. POSTAL SERVICE (NEOPOST)*** | | **Total Check Amount:** | **$25,000.00** |
| 195059 | VERITIV OPERATING COMPANY | 04/05/2024 | 26806 | 110141441 | PAPER | $1,965.91 |
| | | | ***VERITIV OPERATING COMPANY*** | | **Total Check Amount:** | **$1,965.91** |

# City Disbursement Register

*Between Apr 1, 2024 12:00 AM and Apr 5, 2024 11:59 PM*

| Check # | Vendor Name | Check Date | Vendor # | Budget Unit | Description | Amount |
|---|---|---|---|---|---|---|
| 195060 | YORBA REGIONAL ANIMAL HOSPITAL | 04/05/2024 | 18528 | 110212131 | EXAM/CONSULT KYLO | $67.12 |
| | | 04/05/2024 | 18528 | 110212131 | EXAM/CONSULT MIRK | $732.07 |
| | | | | ***YORBA REGIONAL ANIMAL HOSPITAL*** | **Total Check Amount:** | **$799.19** |
| 195061 | ZENNER USA, INC. | 04/05/2024 | 32541 | 420515131 | HYDRANT METERS | $2,365.97 |
| | | | | ***ZENNER USA, INC.*** | **Total Check Amount:** | **$2,365.97** |
| | | | | | **Check Subtotal** | **$580,536.07** |
| V54906 | ACADEMY 831, LLC | 04/05/2024 | 28694 | 110404145 | INTRO TO BALLET | $280.00 |
| | | | | ***ACADEMY 831, LLC*** | **Total Check Amount:** | **$280.00** |
| V54907 | AFLAC-ACCOUNT #EZA73 | 04/05/2024 | 22923 | 110 | ACC/CANCER INS MAR24 | $1,051.66 |
| | | | | ***AFLAC-ACCOUNT #EZA73*** | **Total Check Amount:** | **$1,051.66** |
| V54908 | LARRY ALANIS | 04/05/2024 | 32661 | 110404424 | UMPIRE FEE 3/25/24 | $136.00 |
| | | | | ***LARRY ALANIS*** | **Total Check Amount:** | **$136.00** |
| V54909 | ALL CITY MANAGEMENT SERVICES INC | 04/05/2024 | 6604 | 110212132 | CROSSNG GRDS 3/3-3/16 | $3,431.25 |
| | | | | ***ALL CITY MANAGEMENT SERVICES INC*** | **Total Check Amount:** | **$3,431.25** |
| V54910 | ALLSTAR FIRE EQUIPMENT | 04/05/2024 | 8353 | 110222223 | FLASHLIGHT REPAIR [6] | $36.33 |
| | | | | ***ALLSTAR FIRE EQUIPMENT*** | **Total Check Amount:** | **$36.33** |
| V54911 | AMERICAN VETERAN LIGHTING, INC. | 04/05/2024 | 31163 | 490515151 | LIGHTING | $269.61 |
| | | 04/05/2024 | 31163 | 490515151 | LUTRON DIMMERS | $1,023.63 |
| | | | | ***AMERICAN VETERAN LIGHTING, INC.*** | **Total Check Amount:** | **$1,293.24** |
| V54912 | ANAHEIM ICE MANAGEMENT | 04/05/2024 | 15170 | 110404145 | ICE SKATING CLASSES | $367.50 |
| | | | | ***ANAHEIM ICE MANAGEMENT*** | **Total Check Amount:** | **$367.50** |
| V54913 | AZTECA SYSTEMS, LLC | 04/05/2024 | 24556 | 410515132 | CITYWORKS USER TRNG | $150.00 |
| | | 04/05/2024 | 24556 | 110515111 | CW ONLINE/RESPOND UPD | $10,216.21 |
| | | 04/05/2024 | 24556 | 110515171 | CITYWORKS USER TRNG | $1,100.00 |
| | | 04/05/2024 | 24556 | 420515131 | CW ONLINE/RESPOND UPD | $5,945.95 |
| | | 04/05/2024 | 24556 | 490515151 | CW ONLINE/RESPOND UPD | $972.97 |
| | | 04/05/2024 | 24556 | 110515111 | GIS CONSULT 3/20 | $225.00 |
| | | 04/05/2024 | 24556 | 110515121 | CW ONLINE/RESPOND UPD | $5,945.95 |
| | | 04/05/2024 | 24556 | 110515141 | CW ONLINE/RESPOND UPD | $972.97 |
| | | 04/05/2024 | 24556 | 490515151 | CITYWORKS USER TRNG | $350.00 |
| | | 04/05/2024 | 24556 | 110515111 | CITYWORKS USER TRNG | $600.00 |
| | | 04/05/2024 | 24556 | 430515123 | CW ONLINE/RESPOND UPD | $5,945.95 |
| | | 04/05/2024 | 24556 | 480515161 | CITYWORKS USER TRNG | $3,000.00 |
| | | | | ***AZTECA SYSTEMS, LLC*** | **Total Check Amount:** | **$35,425.00** |
| V54914 | BOYS & GIRLS CLUBS | 04/05/2024 | 32582 | 902009100 | PROGRAM STAFF JAN24 | $5,090.00 |
| | | 04/05/2024 | 32582 | 902009100 | PROGRAM STAFF SEPT23 | $545.00 |
| | | 04/05/2024 | 32582 | 902009100 | PROGRAM STAFF FEB24 | $5,090.00 |

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|---|---|---|---|---|---|---|
| V54914 | BOYS & GIRLS CLUBS | 04/05/2024 | 32582 | 902009100 | PROGRAM STAFF NOV23 | $5,090.00 |
| | | 04/05/2024 | 32582 | 902009100 | PROGRAM STAFF OCT23 | $5,090.00 |
| | | 04/05/2024 | 32582 | 902009100 | PROGRAM STAFF DEC23 | $5,090.00 |
| | | | | ***BOYS & GIRLS CLUBS*** | **Total Check Amount:** | **$25,995.00** |
| V54915 | BREA TOWING | 04/05/2024 | 16399 | 110212121 | IMPOUND (INV) FEB24 | $464.38 |
| | | 04/05/2024 | 16399 | 110212132 | IMPOUND (TFC) FEB24 | $2,700.70 |
| | | | | ***BREA TOWING*** | **Total Check Amount:** | **$3,165.08** |
| V54916 | BREA/ORANGE COUNTY PLUMBING | 04/05/2024 | 3781 | 490515151 | SUMP PUMP INST @ FS4 | $2,629.29 |
| | | | | ***BREA/ORANGE COUNTY PLUMBING*** | **Total Check Amount:** | **$2,629.29** |
| V54917 | KATHY A BREAUX | 04/05/2024 | 5320 | 110404145 | ACRYLIC/PENCLS+PASTLS | $510.00 |
| | | | | ***KATHY A BREAUX*** | **Total Check Amount:** | **$510.00** |
| V54918 | C. WELLS PIPELINE MATERIALS INC | 04/05/2024 | 13055 | 110515143 | BACKFLOW REPAIRS | $2,853.22 |
| | | 04/05/2024 | 13055 | 420515131 | SPECIAL EQUIPMENT | $459.77 |
| | | 04/05/2024 | 13055 | 420515131 | METER BOXES | $4,956.51 |
| | | 04/05/2024 | 13055 | 110515141 | BACKFLOW REPAIRS | $897.56 |
| | | 04/05/2024 | 13055 | 420515131 | PLUMBING SUPPLIES | $523.66 |
| | | | | ***C. WELLS PIPELINE MATERIALS INC*** | **Total Check Amount:** | **$9,690.72** |
| V54919 | MARIA ELENA CABRERA | 04/05/2024 | 32813 | 110404215 | ZUMBA | $120.00 |
| | | | | ***MARIA ELENA CABRERA*** | **Total Check Amount:** | **$120.00** |
| V54920 | CBRE INC.-VALUATION & ADVISORY SVCS | 04/05/2024 | 32395 | 510707946 | PROF SVCS-BIKEWAYPROJ | $1,750.00 |
| | | | | ***CBRE INC.-VALUATION & ADVISORY SVCS*** | **Total Check Amount:** | **$1,750.00** |
| V54921 | CLINICAL LABORATORY OF | 04/05/2024 | 3390 | 420515131 | WATER QUALITY FEB24 | $1,482.00 |
| | | | | ***CLINICAL LABORATORY OF*** | **Total Check Amount:** | **$1,482.00** |
| V54922 | COMLOCK SECURITY-GROUP | 04/05/2024 | 13625 | 490515151 | LOCK SERVICE | $265.00 |
| | | 04/05/2024 | 13625 | 490515151 | DOOR HARDWARE SERVICE | $753.96 |
| | | | | ***COMLOCK SECURITY-GROUP*** | **Total Check Amount:** | **$1,018.96** |
| V54923 | COMMUNICATIONS LAB | 04/05/2024 | 32590 | 902009100 | PROGRAM STAFF JAN24 | $4,000.00 |
| | | 04/05/2024 | 32590 | 902009100 | PROGRAM STAFF DEC23 | $4,000.00 |
| | | 04/05/2024 | 32590 | 902009100 | PROGRAM STAFF FEB24 | $4,000.00 |
| | | | | ***COMMUNICATIONS LAB*** | **Total Check Amount:** | **$12,000.00** |
| V54924 | COVANTA ENERGY LLC | 04/05/2024 | 32770 | 110212121 | SPEC WASTE DISPOSAL | $979.52 |
| | | | | ***COVANTA ENERGY LLC*** | **Total Check Amount:** | **$979.52** |
| V54925 | CPS HR CONSULTING | 04/05/2024 | 2971 | 110141481 | LAW ENF EXAM | $572.00 |
| | | 04/05/2024 | 2971 | 110141481 | CREDIT:ACCTCLERK EXAM | ($105.00) |
| | | | | ***CPS HR CONSULTING*** | **Total Check Amount:** | **$467.00** |
| V54926 | DELTA DENTAL INSURANCE COMPANY | 04/05/2024 | 26074 | 110 | 78395 DNTL HMO APR24 | $2,082.96 |
| | | | | ***DELTA DENTAL INSURANCE COMPANY*** | **Total Check Amount:** | **$2,082.96** |

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|---|---|---|---|---|---|---|
| V54927 | ENTENMANN ROVIN COMPANY | 04/05/2024 | 3457 | 110212111 | BADGES | $323.24 |
| | | ***ENTENMANN ROVIN COMPANY*** | | | **Total Check Amount:** | **$323.24** |
| V54928 | EQUIPMENT DIRECT INC | 04/05/2024 | 4522 | 420515131 | SAFETY GEAR | $34.19 |
| | | ***EQUIPMENT DIRECT INC*** | | | **Total Check Amount:** | **$34.19** |
| V54929 | GREGORY JOSEPH FAESSEL | 04/05/2024 | 32858 | 110212111 | POST MGMT COURSE | $194.00 |
| | | ***GREGORY JOSEPH FAESSEL*** | | | **Total Check Amount:** | **$194.00** |
| V54930 | FEHR & PEERS | 04/05/2024 | 18041 | 840141412 | PROF SVCS JAN/FEB24 | $3,975.00 |
| | | ***FEHR & PEERS*** | | | **Total Check Amount:** | **$3,975.00** |
| V54931 | FIDELITY SECURITY LIFE INSURANCE | 04/05/2024 | 23035 | 110 | 9827288 VISION APR24 | $2,891.76 |
| | | ***FIDELITY SECURITY LIFE INSURANCE*** | | | **Total Check Amount:** | **$2,891.76** |
| V54932 | FUN WITH HORSES | 04/05/2024 | 15171 | 110404145 | HORSE FUN | $750.00 |
| | | ***FUN WITH HORSES*** | | | **Total Check Amount:** | **$750.00** |
| V54933 | GABRIEL HANNAH | 04/05/2024 | 17533 | 110404424 | UMPIRE FEE 3/25/24 | $102.00 |
| | | ***GABRIEL HANNAH*** | | | **Total Check Amount:** | **$102.00** |
| V54934 | INLAND ROUNDBALL OFFICIALS INC. | 04/05/2024 | 31906 | 110404424 | REFEREE FEE 3/21-3/26 | $1,480.00 |
| | | ***INLAND ROUNDBALL OFFICIALS INC.*** | | | **Total Check Amount:** | **$1,480.00** |
| V54935 | INTERWEST CONSULTING GROUP, INC. | 04/05/2024 | 28473 | 510707299 | CM/INSP SVCS JAN 2024 | $5,580.00 |
| | | 04/05/2024 | 28473 | 510707442 | CIP MGMT SVCS JAN24 | $150.00 |
| | | 04/05/2024 | 28473 | 510707475 | CIP MGMT SVCS JAN24 | $1,250.00 |
| | | 04/05/2024 | 28473 | 510707476 | CIP MGMT SVCS DEC23 | $800.00 |
| | | 04/05/2024 | 28473 | 110515171 | INSP SVCS FEB 2024 | $750.00 |
| | | 04/05/2024 | 28473 | 510707476 | CIP MGMT SVCS JAN24 | $2,650.00 |
| | | 04/05/2024 | 28473 | 510707717 | CM/INSP SVCS DEC23 | $1,320.00 |
| | | 04/05/2024 | 28473 | 110000000 | INSP SVCS FEB 2024 | ($3,100.00) |
| | | 04/05/2024 | 28473 | 510707251 | CIP MGMT SVCS DEC23 | $1,765.00 |
| | | 04/05/2024 | 28473 | 510707251 | CIP MGMT SVCS JAN24 | $1,500.00 |
| | | 04/05/2024 | 28473 | 510707299 | CIP MGMT SVCS DEC23 | $23,415.00 |
| | | 04/05/2024 | 28473 | 510707327 | CIP MGMT DEC 2023 | $120.00 |
| | | 04/05/2024 | 28473 | 510707717 | CM/INSP SVCS JAN24 | $2,745.00 |
| | | 04/05/2024 | 28473 | 510707965 | CIP MGMT SVCS DEC23 | $360.00 |
| | | 04/05/2024 | 28473 | 84051517I | INSP SVCS FEB 2024 | $18,600.00 |
| | | 04/05/2024 | 28473 | 510707475 | CIP MGMT SVCS DEC23 | $1,300.00 |
| | | 04/05/2024 | 28473 | 510707978 | CIP MGMT SVCS DEC23 | $4,050.00 |
| | | ***INTERWEST CONSULTING GROUP, INC.*** | | | **Total Check Amount:** | **$63,255.00** |
| V54936 | LINEGEAR | 04/05/2024 | 23894 | 110222231 | UNIFORM | $860.92 |
| | | 04/05/2024 | 23894 | 110222221 | UNIFORM | $161.63 |
| | | ***LINEGEAR*** | | | **Total Check Amount:** | **$1,022.55** |
| V54937 | LONG BEACH BMW | 04/05/2024 | 18120 | 480515161 | 2024 BMW MOTORCYCLE | $33,012.10 |

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|---|---|---|---|---|---|---|
| | | | ***LONG BEACH BMW*** | | **Total Check Amount:** | **$33,012.10** |
| V54938 | JENNIFER MONZON-SCROFINI | 04/05/2024 | 20158 | 110404145 | CRAFTS FOR KIDS | $32.50 |
| | | | ***JENNIFER MONZON-SCROFINI*** | | **Total Check Amount:** | **$32.50** |
| V54939 | NIEVES LANDSCAPE, INC. | 04/05/2024 | 31375 | 420515131 | TREE TRIMMING [YARD] | $6,900.00 |
| | | | ***NIEVES LANDSCAPE, INC.*** | | **Total Check Amount:** | **$6,900.00** |
| V54940 | JIA ZHI (GEORGE) PAN | 04/05/2024 | 31796 | 110404145 | GOLF LESSONS | $1,200.00 |
| | | | ***JIA ZHI (GEORGE) PAN*** | | **Total Check Amount:** | **$1,200.00** |
| V54941 | PATHWAYS OF HOPE | 04/05/2024 | 32585 | 902009100 | PROGRAM EXP NOV23 | $32,000.85 |
| | | 04/05/2024 | 32585 | 902009100 | PROGRAM STAFF NOV23 | $852.11 |
| | | | ***PATHWAYS OF HOPE*** | | **Total Check Amount:** | **$32,852.96** |
| V54942 | NICOLE MARIE PESQUEIRA | 04/05/2024 | 27557 | 110222231 | TRAINING EXPENSE | $231.99 |
| | | | ***NICOLE MARIE PESQUEIRA*** | | **Total Check Amount:** | **$231.99** |
| V54943 | PLUMBING WHOLESALE OUTLET, INC. | 04/05/2024 | 18392 | 490515151 | PLUMBING SUPPLIES | $31.32 |
| | | | ***PLUMBING WHOLESALE OUTLET, INC.*** | | **Total Check Amount:** | **$31.32** |
| V54944 | QUALITY PLACEMENT AUTHORITY, LLC | 04/05/2024 | 27027 | 110141431 | TEMP STAFF 3/3/2024 | $660.96 |
| | | 04/05/2024 | 27027 | 110141431 | TEMP STAFF 3/17/2024 | $660.96 |
| | | 04/05/2024 | 27027 | 110141431 | TEMP STAFF 2/18/24 | $660.96 |
| | | 04/05/2024 | 27027 | 110141431 | TEMP STAFF 2/25/2024 | $569.16 |
| | | 04/05/2024 | 27027 | 420141421 | TEMP STAFF 3/24/2024 | $569.16 |
| | | 04/05/2024 | 27027 | 110141431 | TEMP STAFF 3/24/2024 | $569.16 |
| | | 04/05/2024 | 27027 | 420141421 | TEMP STAFF 2/18/24 | $660.96 |
| | | 04/05/2024 | 27027 | 420141421 | TEMP STAFF 2/25/2024 | $569.16 |
| | | 04/05/2024 | 27027 | 420141421 | TEMP STAFF 3/17/2024 | $660.96 |
| | | 04/05/2024 | 27027 | 420141421 | TEMP STAFF 3/3/2024 | $660.96 |
| | | | ***QUALITY PLACEMENT AUTHORITY, LLC*** | | **Total Check Amount:** | **$6,242.40** |
| V54945 | RICHARDS, WATSON & GERSHON | 04/05/2024 | 8978 | 840141412 | 0001 GEN LG SVCS AUG | $570.00 |
| | | 04/05/2024 | 8978 | 110111112 | 9999 GEN LGL SVCS AUG | $14,021.00 |
| | | 04/05/2024 | 8978 | 280323215 | 0001 GEN LG SVCS AUG | $228.00 |
| | | 04/05/2024 | 8978 | 440515122 | 0001 GEN LG SVCS AUG | $551.00 |
| | | 04/05/2024 | 8978 | 440515122 | 9999 GEN LGL SVCS AUG | $3,355.00 |
| | | 04/05/2024 | 8978 | 510707965 | 9999 GEN LGL SVCS AUG | $331.00 |
| | | 04/05/2024 | 8978 | 110111112 | 0001 GEN LGL SVCS AUG | $10,276.98 |
| | | 04/05/2024 | 8978 | 840141412 | 9999 GEN LGL SVCS AUG | $40.00 |
| | | | ***RICHARDS, WATSON & GERSHON*** | | **Total Check Amount:** | **$29,372.98** |
| V54946 | SHAMBHALA MARTIAL ARTS INC | 04/05/2024 | 28430 | 110404145 | KIDS TAEKWONDO | $125.00 |
| | | | ***SHAMBHALA MARTIAL ARTS INC*** | | **Total Check Amount:** | **$125.00** |
| V54947 | TENNIS ANYONE ACADEMY | 04/05/2024 | 12688 | 110404145 | TENNIS LESSONS | $1,502.15 |
| | | | ***TENNIS ANYONE ACADEMY*** | | **Total Check Amount:** | **$1,502.15** |

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|---|---|---|---|---|---|---|
| V54948 | VIDO SAMARZICH, INC | 04/05/2024 | 22565 | 510707466 | PP#13 JUN-NOV 2023 | $63,602.50 |
| | | | ***VIDO SAMARZICH, INC*** | | **Total Check Amount:** | **$63,602.50** |
| V54949 | WAXIE SANITARY SUPPLY | 04/05/2024 | 3332 | 110515125 | JANITORIAL SUPPLIES | $378.29 |
| | | 04/05/2024 | 3332 | 490515151 | JANITORIAL SUPPLIES | $4,436.12 |
| | | | ***WAXIE SANITARY SUPPLY*** | | **Total Check Amount:** | **$4,814.41** |
| V54950 | WEST GROVE VOLLEYBALL, LLC | 04/05/2024 | 32196 | 110404145 | BEG/INT VOLLEYBALL | $448.80 |
| | | | ***WEST GROVE VOLLEYBALL, LLC*** | | **Total Check Amount:** | **$448.80** |
| V54951 | WILLDAN ENGINEERING | 04/05/2024 | 12445 | 110515171 | INSP SVCS THRU 2/23 | $1,496.00 |
| | | 04/05/2024 | 12445 | 510707329 | INSP SVCS THRU 2/23 | $68.00 |
| | | 04/05/2024 | 12445 | 510707251 | INSP SVCS THRU 12/29 | $12,308.00 |
| | | 04/05/2024 | 12445 | 510707322 | CM/INSP SVCS THR11/24 | $27,250.25 |
| | | 04/05/2024 | 12445 | 510707466 | INSP SVCS THRU 8/25 | $113.51 |
| | | 04/05/2024 | 12445 | 510707479 | INSP SVCS THRU 2/23 | $68.00 |
| | | 04/05/2024 | 12445 | 510707631 | INSP SVCS THRU 2/23 | $136.00 |
| | | 04/05/2024 | 12445 | 510707476 | CONST MGMT THRU 2/23 | $1,719.00 |
| | | 04/05/2024 | 12445 | 510707626 | INSP SVCS THRU 8/25 | $177.01 |
| | | 04/05/2024 | 12445 | 110000000 | INSP SVCS THRU 2/23 | ($4,612.00) |
| | | 04/05/2024 | 12445 | 510707251 | INSP SVCS THRU 8/25 | $2,958.00 |
| | | 04/05/2024 | 12445 | 510707251 | INSP SVCS THRU 9/29 | $4,297.00 |
| | | 04/05/2024 | 12445 | 510707454 | INSP SVCS THRU 8/25 | $57.48 |
| | | 04/05/2024 | 12445 | 510707476 | CONST MGMT THRU 12/29 | $4,393.00 |
| | | 04/05/2024 | 12445 | 84051517I | INSP SVCS THRU 2/23 | $51,600.00 |
| | | | ***WILLDAN ENGINEERING*** | | **Total Check Amount:** | **$102,029.25** |
| V54952 | ZOLL MEDICAL CORPORATION | 04/05/2024 | 23538 | 174222222 | DEFIBRILLATOR REPAIR | $4,808.14 |
| | | | ***ZOLL MEDICAL CORPORATION*** | | **Total Check Amount:** | **$4,808.14** |
| | | | | | **Voucher Subtotal** | **$465,145.75** |
| | | | | | **TOTAL** | **$1,045,681.82** |

# City of Brea

## City Council Regular Meeting Communication

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

| Meeting | Agenda Group |
|---|---|
| Tuesday, April 16, 2024, 7:00 PM | CITY/SUCCESSOR AGENCY - CONSENT Item: 6A |

| 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 March. 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 March 31, 2024, the market value, including accrued interest on the Successor Agency's Local Agency Investment Fund (LAIF), was $372,658 in comparison to $369,996 at February 29, 2024. 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 February 29, 2024, the market value of these funds, including short-term cash and accrued interest was $11,962,859 as compared to $11,967,135 as of February 29, 2024.

## FISCAL IMPACT/SUMMARY

During the month of March, the total value of the Successor Agency's investment portfolio increased by $2,662 due to positive market rate conditions. The total value of restricted investments decreased by $4,276 due to difference of favorable market rate adjustments of $42,272 and payment of $46,548 sent to the bondholders for the 2016 Tax Allocation Bonds that was due on March 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

## Successor Agency to the Brea Redevelopment Agency
# Cash and Investment Information
**March 31, 2024**

| | | Book Value | Market Value* |
|---|---|---|---|
| **Demand and Interest-Bearing Checking Accounts** | Citizen's Bank | **$ 339,849.27** | **$ 339,849.27** |
| **Local Agency Investment Fund** | LAIF | **$ 371,259.63** | **$ 372,657.84** |
| **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 | $ 7,127,830.43 | $ 7,127,830.43 |
| 2016 Tax Allocation Refunding Bonds, Series A & B | Chandler/BNY | $ 1,304,164.46 | $ 1,304,164.46 |
| 2017 Tax Allocation Refunding Bonds, Series A & B | Chandler/BNY | $ 3,530,863.70 | $ 3,530,863.70 |
| **Sub-total - Fiscal Agent Cash & Investments** | | **$ 11,962,858.59** | **$ 11,962,858.59** |
| **Grand Total** | | **$ 12,673,967.49** | **$ 12,675,365.70** |

* Includes accrued interest on invested funds

## Successor Agency to the Brea Redevelopment Agency
# Cash and Investment Information
**March 31, 2024**

| Fiscal Agent Cash & Investments Detail | | Book Value | | Market Value |
|---|---|---|---|---|
| 2013 Tax Allocation Bonds - **CHANDLER** | $ | - | $ | - |
| Short-Term Treasury Funds - **BNY** | $ | 7,127,830.43 | $ | 7,127,830.43 |
| ***Sub-total*** | **$** | **7,127,830.43** | **$** | **7,127,830.43** |
| 2016 Tax Allocation Refunding Bonds, Series A & B - **CHANDLER** | $ | - | $ | - |
| Short-Term Treasury Funds - **BNY** | $ | 1,304,164.46 | $ | 1,304,164.46 |
| ***Sub-total*** | **$** | **1,304,164.46** | **$** | **1,304,164.46** |
| 2017 Tax Allocation Refunding Bonds, Series A & B - **CHANDLER** | $ | - | $ | - |
| Short-Term Treasury Funds - **BNY** | $ | 3,530,863.70 | $ | 3,530,863.70 |
| ***Sub-total*** | **$** | **3,530,863.70** | **$** | **3,530,863.70** |
| **Report Grand Total** | **$** | **11,962,858.59** | **$** | **11,962,858.59** |

CHANDLER ASSET MANAGEMENT

# MONTHLY ACCOUNT STATEMENT

Successor Agency to the Brea RDA LAIF | Account #10166 | As of March 31, 2024

**CHANDLER ASSET MANAGEMENT** | chandlerasset.com

**Chandler Team:**

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

**Custodian:**

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 at the end of the statement.

# PORTFOLIO SUMMARY

Successor Agency to the Brea RDA LAIF | Account #10166 | As of March 31, 2024

## Portfolio Characteristics

| | |
|---|---|
| Average Modified Duration | 0.00 |
| Average Coupon | 4.25% |
| Average Purchase YTM | 4.25% |
| Average Market YTM | 4.25% |
| Average Quality | AAA |
| Average Final Maturity | 0.00 |
| Average Life | 0.00 |

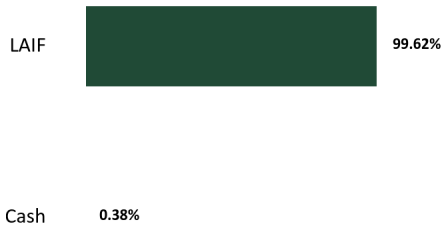
## Account Summary

| | Beg. Values as of 03/01/2024 | End Values as of 03/31/2024 |
|---|---|---|
| Market Value | 369,928.84 | 371,259.63 |
| Accrued Interest | 0.00 | 0.00 |
| **Total Market Value** | **369,928.84** | **371,259.63** |
| Income Earned | 0.00 | 0.00 |
| Cont/WD | 350,000.00 | 0.00 |
| Par | 369,928.84 | 371,259.63 |
| Book Value | 369,928.84 | 371,259.63 |
| Cost Value | 369,928.84 | 371,259.63 |

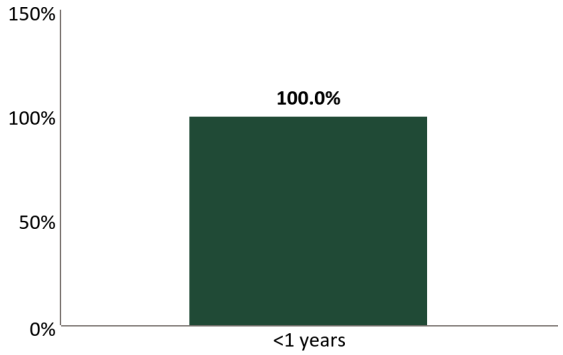
## Top Issuers

| | |
|---|---|
| LAIF | 99.62% |

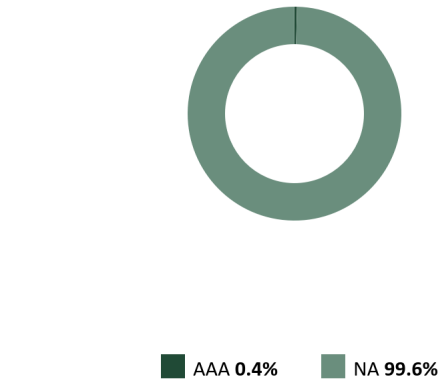
## Sector Allocation




## Maturity Distribution




## Credit Quality




*See Footnote

The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

# RECONCILIATION SUMMARY

Successor Agency to the Brea RDA LAIF | Account #10166 | As of March 31, 2024

## Maturities / Calls

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **0.00** |

## Principal Paydowns

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **0.00** |

## Purchases

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **350,525.11** |

## Sales

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **0.00** |

## Interest Received

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **525.11** |

## Purchased / Sold Interest

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **0.00** |

## Accrual Activity Summary

| | Month to Date | Fiscal Year to Date (07/01/2023) |
|---|---|---|
| Beginning Book Value | 369,928.84 | 19,336.31 |
| Maturities/Calls | 0.00 | 0.00 |
| Principal Paydowns | 0.00 | 0.00 |
| Purchases | 0.00 | 350,525.11 |
| Sales | 0.00 | 0.00 |
| Change in Cash, Payables, Receivables | 1,330.79 | 1,398.21 |
| Amortization/Accretion | 0.00 | 0.00 |
| Realized Gain (Loss) | 0.00 | 0.00 |
| Ending Book Value | 371,259.63 | 371,259.63 |

## Fair Market Activity Summary

| | Month to Date | Fiscal Year to Date (07/01/2023) |
|---|---|---|
| Beginning Market Value | 369,928.84 | 19,336.31 |
| Maturities/Calls | 0.00 | 0.00 |
| Principal Paydowns | 0.00 | 0.00 |
| Purchases | 0.00 | 350,525.11 |
| Sales | 0.00 | 0.00 |
| Change in Cash, Payables, Receivables | 1,330.79 | 1,398.21 |
| Amortization/Accretion | 0.00 | 0.00 |
| Change in Net Unrealized Gain (Loss) | 0.00 | 0.00 |
| Realized Gain (Loss) | 0.00 | 0.00 |
| Ending Market Value | 371,259.63 | 371,259.63 |

# HOLDINGS REPORT

Successor Agency to the Brea RDA LAIF | Account #10166 | As of March 31, 2024

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P Fitch | Maturity Duration |
|---|---|---|---|---|---|---|---|---|---|
| **CASH** | | | | | | | | | |
| CCYUSD | Receivable | 1,398.21 | -- | 1,398.21 | 1.00 | 1,398.21 | 0.38% | Aaa/AAA | 0.00 |
| | | | 0.00% | 1,398.21 | 0.00% | 0.00 | 0.00 | AAA | 0.00 |
| | | | | **1,398.21** | **1.00** | **1,398.21** | **0.38%** | **Aaa/AAA** | **0.00** |
| **Total Cash** | | **1,398.21** | **0.00%** | **1,398.21** | **0.00%** | **0.00** | **0.00** | **AAA** | **0.00** |
| **LAIF** | | | | | | | | | |
| 90LAIF$00 | State Pool | 369,861.42 | -- | 369,861.42 | 1.00 | 369,861.42 | 99.62% | NA/NA | 0.00 |
| | | | 4.27% | 369,861.42 | 4.27% | 0.00 | 0.00 | NA | 0.00 |
| | | | | **369,861.42** | **1.00** | **369,861.42** | **99.62%** | **NA/NA** | **0.00** |
| **Total LAIF** | | **369,861.42** | **4.27%** | **369,861.42** | **4.27%** | **0.00** | **0.00** | **NA** | **0.00** |
| | | | | **371,259.63** | **1.00** | **371,259.63** | **100.00%** | **Aaa/AAA** | **0.00** |
| **Total Portfolio** | | **371,259.63** | **4.25%** | **371,259.63** | **4.25%** | **0.00** | **0.00** | **AAA** | **0.00** |
| **Total Market Value + Accrued** | | | | | | **371,259.63** | | | |

# TRANSACTION LEDGER

Successor Agency to the Brea RDA LAIF | Account #10166 | As of March 31, 2024

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/ Sold | Total Amount | Gain/Loss |
|---|---|---|---|---|---|---|---|---|---|---|
| **OTHER TRANSACTIONS** | | | | | | | | | | |
| **TOTAL OTHER TRANSACTIONS** | | | **0.00** | | | | **0.00** | **0.00** | **0.00** | **0.00** |

# INCOME EARNED

Successor Agency to the Brea RDA LAIF | Account #10166 | As of March 31, 2024

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| **CASH & EQUIVALENTS** | | | | | | |
| CCYUSD | Receivable | 1,398.21 | 67.42<br>0.00<br>0.00<br>1,398.21 | 0.00<br>0.00<br>0.00<br>0.00 | 0.00<br>0.00<br>0.00<br>0.00 | 0.00 |
| | | | **67.42** | **0.00** | **0.00** | |
| | | | **0.00** | **0.00** | **0.00** | |
| | | | **0.00** | **0.00** | **0.00** | |
| **Total Cash & Equivalents** | | **1,398.21** | **1,398.21** | **0.00** | **0.00** | **0.00** |
| **LAIF** | | | | | | |
| 90LAIF$00 | State Pool | 369,861.42 | 369,861.42<br>0.00<br>0.00<br>369,861.42 | 0.00<br>0.00<br>0.00<br>0.00 | 0.00<br>0.00<br>0.00<br>0.00 | 0.00 |
| | | | **369,861.42** | **0.00** | **0.00** | |
| | | | **0.00** | **0.00** | **0.00** | |
| | | | **0.00** | **0.00** | **0.00** | |
| **Total LAIF** | | **369,861.42** | **369,861.42** | **0.00** | **0.00** | **0.00** |
| | | | **369,928.84** | **0.00** | **0.00** | |
| | | | **0.00** | **0.00** | **0.00** | |
| | | | **0.00** | **0.00** | **0.00** | |
| **TOTAL PORTFOLIO** | | **371,259.63** | **371,259.63** | **0.00** | **0.00** | **0.00** |

# CASH FLOW REPORT

Successor Agency to the Brea RDA LAIF | Account #10166 | As of March 31, 2024

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---|---|---|---|---|---|---|---|
| **APRIL 2024** | | | | | | | |
| 04/01/2024 | Dividend | | 0.00 | | 1,330.79 | | 1,330.79 |
| 04/15/2024 | Dividend | 90LAIF$00 | 369,861.42 | State Pool | 67.42 | | 67.42 |
| **April 2024 Total** | | | | | **1,398.21** | | **1,398.21** |
| **Grand Total** | | | **369,861.42** | | **1,398.21** | | **1,398.21** |

# IMPORTANT DISCLOSURES



Successor Agency to the Brea RDA LAIF | Account #10166 | As of March 31, 2024

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

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

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

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

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

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

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