

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

**Tuesday, December 7, 2021**  
5:30 p.m. - Closed Session  
6:00 p.m. - Study Session  
7:00 p.m. - General Session

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**Steven Vargas, Mayor**

**Cecilia Hupp, Mayor Pro Tem**

**Christine Marick, Council Member**

**Glenn Parker, Council Member**

**Marty Simonoff, Council Member**

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

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

The Council encourages interested people to address this legislative body by making a brief presentation on a public hearing item when the Mayor calls the item or address other items under Matters from the Audience. State Law prohibits the City Council from responding to or acting upon matters not listed on this agenda. The Council encourages free expression of all points of view. If appropriate, a spokesperson may present the views of your entire group. Council rules prohibit clapping, booing or shouts of approval or disagreement from the audience. PLEASE SILENCE ALL DEVICES.

To provide comments via zoom or to provide written comments (which will be summarized aloud into the record at the meeting), members of the public must contact City Staff at (714) 990-7756 or email [cityclerksgroup@cityofbrea.net](mailto:cityclerksgroup@cityofbrea.net) no later than 12:00 p.m. on Tuesday, December 7, 2021. Upon request, zoom participants will be provided with a zoom meeting ID and password and will remain muted during the meeting until recognized at the appropriate time by the Council. The meeting will also be broadcast live at [www.cityofbrea.net](http://www.cityofbrea.net).

#### **Special Accommodations**

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

#### **Important Notice**

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

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

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

**1. Public Comment**

Closed Session may convene to consider matters of purchase / sale of real property (G. C. §54956.8), pending litigation [G.C. §54956.9(d)(1)], potential litigation [G.C. §54956.9(d)(2)(3) or (4)], liability claims (G. C. §54961) or personnel items (G.C. §54957.6). Records not available for public inspection.

- 2. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(2) - Anticipated Litigation.** Significant Exposure to Litigation: 1 potential case. Facts and Circumstances: Brea Firefighters Association FLSA Matter.
- 3. Conference with City's Labor Negotiator Pursuant to Government Code §54957.6 Regarding the Brea Police Association (BPA); Brea Fire Association (BFA); Brea Fire Management Association (BFMA); and the Brea Management Association (BMA) -** Chris Emeterio, Negotiator, Cindy Russell, Negotiator, and Mario E. Maldonado, Negotiator

**STUDY SESSION**  
**6:00 p.m. - Council Chamber**  
**Plaza Level**

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

- 4. Public Comment**
- 5. Clarify Regular Meeting Topics**

**DISCUSSION ITEMS**

- 6. Appointment to the Planning Commission due to the Unscheduled Vacancy**
- 7. Homeless Outreach**
- 8. Arovista Park Modernization Update**
- 9. City Staffing Update**
- 10. Senate Bill 1383 - Organic Recycling Update**

**REPORT**

- 11. Council Member Report/Requests**

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

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

12. **Pledge of Allegiance: Brea Police Explorers**
13. **Invocation: David Tebay, Calvary Community Church**
14. **Report - Prior Study Session**
15. **Community Announcements**
16. **Matters from the Audience**
17. **Response to Public Inquiries - Mayor / City Manager**

**COUNCIL / AGENCY / AUTHORITY/ CORPORATION / COMMISSION REORGANIZATION**

18. **Presentation to Outgoing Mayor**
19. **Election of Mayor/Chair and Introductions**
20. **Election of Mayor Pro Tem/Vice Chair, Reseating and Introductions**

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

**CITY COUNCIL - CONSENT**

21. **November 2, 2021 City Council Regular Meeting Minutes** - Approve.
22. **AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings** - Make the following findings: (1) the City Council has reconsidered the circumstances of the COVID-19 state of emergency; and (2) the COVID-19 state of emergency continues to directly impact the ability of the members of the City's legislative bodies (including commissions and committees) to meet safely in person. There is no fiscal impact to the General Fund.
23. **Amendment to the Position Allocation List - Full-time Planning Technician to Full-time Assistant Planner** - Approve Resolution No. 2021-072, amending the Position Allocation List to reinstate the Full-time Assistant Planner position. The fiscal impact is approximately \$20,030 annually to the City's General Fund (110).
24. **Orange County Transportation Authority Annual Measure M2 Expenditure Report** - Adopt Resolution No. 2021-073, concerning the Measure M2 (M2) Expenditure Report for the City of Brea. There is no negative impact to the General Fund.

25. **Continuing Disclosure and Arbitrage Calculation Services for the City of Brea** - 1). Approve the agreement with Willdan Financial Services to provide disclosure and arbitrage calculation services for the City of Brea; 2). Authorize the City Manager to execute the agreement; and 3). Authorize the City Manager to issue up to four (4) one-year extensions exclusive of any cost increases. The cost for these services is already included in the current fiscal year budget and no additional appropriations are needed.
26. **Traffic Signal Maintenance** - Award the Traffic Signal Maintenance Agreement to Econolite Systems. Public Works Street Division budgets \$115,000 per year for this service.
27. **Amendment to the Position Allocation List - Add a Full-time Administrative Clerk Position in the Human Resources Division** - Approve Resolution No. 2021-074, amending the Position Allocation List to add a full-time Administrative Clerk I/II position in the Human Resources Division. The addition of a new full-time Administrative Clerk I/II position would cost approximately \$72,707 annually with the fiscal impact to the City's General Fund (110) for the remainder of the current fiscal year being approximately \$43,345.
28. **State and Local Government National Class Action Opioid Lawsuit Settlement** - Adopt Resolution No. 2021-075 to authorize the City Manager to sign agreements, and take any other necessary or appropriate actions, for the City to participate in the settlement of a state and local government national class action lawsuit against opioid distributors McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively, "Distributors"), and against opioid manufacturers Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, "Janssen"). The amount that the City may be allocated under the settlement is unknown at this time.
29. **North Orange County Public Safety Task Force (Collaborative) "Operational Agreement" and "Agreement to Transfer Funds"** - Approve the City of Brea's continued participation in the North Orange County Public Safety Task Force (renamed the North Orange County Public Safety Collaborative) and authorize the City Manager to execute all necessary documents and accept the accompanying funds.
30. **Community Facilities Districts Annual Financial Report for the Fiscal Year Ended June 30, 2021** - Receive and file
31. **Outgoing Payment Log and City Disbursement Registers for November 19 & 26 and December 3, 2021** - Receive and file.
32. **Monthly Report of Cash Investments for the City of Brea for Period Ended October 31, 2021** - Receive and file.

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

33. **Continuing Disclosure and Arbitrage Calculation Services for the Successor Agency** - 1). Approve the agreement with Willdan Financial Services to provide disclosure and arbitrage services for the Successor Agency; 2). Authorize the City Manager to execute the agreement; and 3). Authorize the City Manager to issue up to four (4) one-year extensions exclusive of any cost increases. The cost for these services is already included in the current fiscal year budget and no additional appropriations are needed.

34. **Successor Agency Disbursement Register for November 26, 2021** - Receive and file.
35. **Monthly Report of Cash Investments for the Successor Agency to the Brea Redevelopment Agency for the Period Ended October 31, 2021** - Receive and file.

#### **ADMINISTRATIVE ANNOUNCEMENTS**

36. **City Manager**
37. **City Attorney**
38. **Council Requests**

#### **COUNCIL ANNOUNCEMENTS**

#### **ADJOURNMENT**

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 12/07/2021  
**SUBJECT:** Senate Bill 1383 - Organic Recycling Update

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**RECOMMENDATION**

Receive and file.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
Prepared by: Gillian Lobo, Senior Management Analyst  
Concurrence: Michael Ho, P.E., Acting Public Works Director

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**Attachments**

SB 1383 - Organic Recycling Update PPT

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# Senate Bill 1383 – Organic Recycling Update

December 7, 2021  
City Council Study Session



# Today's Presentation Agenda



- Recap
- Update
- Senate Bill 619
- Next Steps

# Recap of Activities January-June 2021



- ❖ **February 23, 2021 Finance Committee & March 2, 2021 City Council meeting**
  - HF&H contract amendment approved for \$95,000
    - Refuse contract negotiations and SB 1383 compliance assistance
  
- ❖ **June 15, 2021 Study Session**
  - City Council update & look-ahead

# Update on Activities July-December 2021



## ❖ **Contract Negotiations**

- HF&H kickoff meeting with City staff and Republic
- HF&H, Republic and City staff initial meeting

## ❖ **Organic Waste Disposal Ordinance and Procurement Policy Development**

- Draft ordinance and policy documents under review
- North Orange County cities update

## ❖ **Capacity Planning for Edible Food Recovery**

- OC Waste & Recycling data collection
- Stakeholder Capacity Planning workshops
- Edible Food Recovery outreach and survey

## ❖ **AB 1826 (Mandatory Commercial Organics Recycling)**

- Compliance documentation and follow-up with Jurisdictional Compliance Unit

# Senate Bill 619



## **Key Provisions:**

### ❖ **Provides protection from cities for 2022 year only**

- Civil Penalty Relief
- Corrective Action Plan
- Notice of Intent (NOI) to Comply – submit to CalRecycle by March 1, 2022

### ❖ **Next Steps:**

- Work with City Attorney
- Survey other North Orange County cities
- Obtain HF&H's recommendation
- Return to City Council with recommendation in early 2022

# Next Steps for 2022 – Estimated Timeline



## **1<sup>st</sup> Quarter:**

- Staff recommendation on SB 619
- Organic Waste Disposal Ordinance Adoption
- Procurement Policy Adoption

## **1<sup>st</sup> & 2<sup>nd</sup> Quarters:**

- Ongoing Contract Negotiations
- Organics rate adoption – to be effective July 1, 2022

## **3<sup>rd</sup> & 4<sup>th</sup> Quarters:**

- New residential & commercial organics programs launched
- Restated Franchise Agreement presented to Council

# Thank You!

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 12/07/2021  
**SUBJECT:** November 2, 2021 City Council Regular Meeting Minutes

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**RECOMMENDATION**

Approve.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
Prepared by: Lillian Harris-Neal, City Clerk

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**Attachments**

Draft Minutes

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# DRAFT

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

### MINUTES NOVEMBER 16, 2021

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

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

Mayor Vargas called the Closed Session to order at 6:00 p.m., all Council Members were present.

Present: Marick, Simonoff, Hupp, Parker, Vargas

- 1. Public Comment**  
None.

<small>Closed Session may convene to consider matters of purchase / sale of real property (G. C. §54956.8), pending litigation [G.C.§54956.9(d)(1)], potential litigation [G.C. §54956.9(d)(2)(3) or (4)], liability claims (G. C. §54961) or personnel items (G.C.§54957.6). Records not available for public inspection.</small>
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- 2. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(4) - Anticipated Litigation.** Initiation of Litigation: 1 potential case.

**Mayor Vargas adjourned the Closed Session meeting at 6:14 p.m.**

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

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

Mayor Vargas called the Study Session to order at 6:18 p.m., all Council Members were present.

- 3. Public Comment**  
None.
- 4. Clarify Regular Meeting Topics**  
Regarding Item 28 (Estoppel Certificates Related to the City's Hotel Commercial Property located at 900 E. Birch Street), City Attorney Boga announced that the recommendation needs and amendment to include "subject to final revisions requested by the Financing Parties or the Lender that are consistent with the City's past practice and approved by the City Attorney". He also confirmed that the new Sections 16-23 in the document are substantively identical to Sections 18-25 of the June 28, 2018, estoppel certificate that the City executed for the retail

lease. The other new provision in the document is Section 24, which basically states two things: 1) the City acknowledges that the lender has a security interest in the lessee's rights under the hotel lease; and 2) if the lessee defaults on its loan agreement, then the City will pay the lender any money that is owed to the lessee under the hotel lease.

Council expressed concern about not having enough time to review the amendments and concluded that they will allow staff time to provide the exact language amendments at the General Session.

## **DISCUSSION ITEMS**

### **5. Commissioner Compensation**

City Manager Gallardo reported that 2004 was the last time Brea Commissioners were paid a stipend.

Council discussed the background of stipends, human resource implications for giving a salary, providing a flat amount monthly stipend, having stipends for all commissions, the amount of documents that Planning Commissioners are required to read and understand, and bringing discussion the stipend during the next budget cycle.

### **6. Planning Commission Unscheduled Vacancy Recruitment**

City Manager Gallardo reported that there is an unscheduled vacancy on the Planning Commission due to the resignation of Planning Commissioner Sara Barnes-Ramos. He provided the timeline and asked that two (2) Council Members be designated to serve as the Interview Committee.

Council agreed to designate Council Members Parker and Marick to the Interview Committee for the Planning Commission unscheduled vacancy.

### **7. Commendation/Proclamation Process**

Council Member Parker requested that a policy be created to give staff and Council a guide to make sure that commendations/proclamations are consistent with Council priorities.

## **REPORT**

### **8. Council Member Report/Requests**

Mayor Pro Tem Hupp asked if Council can discuss the fire departments shared command at the next Closed Session.

City Attorney Boga explained that the item can be discussed at Closed Session as a part of Labor Negotiations; however, he noted that a final action will need to be brought to Council as an open session item.

**Mayor Vargas adjourned the Study Session at 6:42 p.m.**

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

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

Mayor Vargas called the General Session to order at 7:04 p.m., all Council Members were present.

**9. Pledge of Allegiance**

Girl Scout Troop 5002 led the Pledge of Allegiance.

**10. Invocation**

Associate Pastor Sauni (Junior) Tuitoelau, The Cause Church delivered the Invocation.

**11. Report - Prior Study Session**

City Manager Gallardo provided the Prior Study Session report.

**12. Community Announcements**

Mayor Vargas announced that the City will embark on a comprehensive water and sewer user rate and fee study, and would like to know how the community would prioritize water and sewer rate pricing objectives. He invited residents to submit an electronic feedback form to share their priorities by visiting [cityofbrea.net/WaterRate](http://cityofbrea.net/WaterRate) Study.

Mayor Pro Tem Hupp announced that the holiday season is quickly approaching, and Council is excited to have community traditions returning. She asked residents to stop by the Brea Community Center on Friday, November 19th and Saturday, November 20th for the return of the Nutcracker Craft Boutique where over 250 vendors will be on-site selling handcrafted holiday gifts, decorations, food, and collectibles. She also invited residents to attend the Tree Lighting Ceremony on Thursday, December 2nd at 6:30 p.m. on the front steps of the Brea Civic & Cultural Center. For more information on these events, visit [cityofbrea.net](http://cityofbrea.net).

Council Member Marick announced that many Brea families and individuals find themselves in need throughout the year, and especially during the holiday season - donation opportunities are as follows:

The Brea Fire Department is once again hosting its Holiday Toy Drive. Donate new, unwrapped toys by dropping them off at any Brea Fire Station, now through December 20th. Donations will benefit children in Brea and others served by local nonprofit organizations. The Brea Resource Center's annual Wish Tree Program has also made its return. To participate, choose a wish tag from a Wish Tree specifying a type of gift card to purchase. Then, donate it to the Resource Center and it will be provided to a Brea family facing any kind of financial hardship. Wish Trees are located on the 3rd floor of the Brea Civic & Cultural Center, the Brea Community Center, and at the Brea Resource Center.

**13. Matters from the Audience**

Sean Thomas thanked Mayor Vargas for the conducting a Districting Workshop to answer residents questions. He also thanked the City of Brea for the Veterans Day Ceremony. Lastly he thanked Mayor Vargas, Lisa Vargas, the Sunburst Youth Academy, Home Depot, Mountain Mikes Pizza, the Fire Department, the Police Department, and Planning Commissioner Brattain for their help with beautifying the Tracks at Brea.

An anonymous zoom participant thanked Mayor Vargas for the Veterans Day Ceremony, thanked the Brattain family for their contribution to the ceremony and thanked the volunteers that worked on the Tracks at Brea.

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

None.

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

## **CITY COUNCIL - CONSENT**

- 15. October 27, 2021, City Council Regular Meeting Minutes**  
The City Council approved the October 27, 2021, City Council Regular Meeting Minutes.
- 16. November 2, 2021, City Council Special Meeting Minutes**  
The City Council approved the November 2, 2021, city Council Special Meeting Minutes.
- 17. Professional Services Agreement with Michael Baker International to conduct California Environmental Quality Act ("CEQA") review and prepare an environmental assessment for General Plan Amendments and Zone Changes for three development sites as identified in the 6th Cycle of the (2021-2029) Housing Element.**  
The City Council 1) approved Professional Services Agreement with Michael Baker International to conduct California Environmental Quality Act ("CEQA") consulting services in the amount not-to-exceed \$65,795.00; and, 2) authorized the City Manager to execute the Professional Services Agreement with Michael Baker International.
- 18. Resolution to Establish an Election Procedure for Chairperson and Vice Chairperson of the Art in Public Places Advisory Committee**  
The City Council adopted Resolution No. 2021-064 Establishing an Election Procedure for Chairperson and Vice Chairperson of the Art in Public Places Advisory Committee.

**Mayor Vargas voted no on this item.**
- 19. Adoption of the 2021 Sewer Master Plan**  
The City Council adopted Resolution No. 2021-067 approving and adopting the 2021 Sewer Master Plan.
- 20. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings**  
The City Council made the following findings: 1) the City Council has reconsidered the circumstances of the COVID-19 state of emergency; and 2) the COVID-19 state of emergency continues to directly impact the ability of the members of the City's legislative bodies (including commissions and committees) to meet safely in person.
- 21. Upcoming City Council Topics**  
The City Council received and filed a report of the upcoming City Council topics for January - June 2022.
- 22. Consideration of Parking Agreement with Samaritan's Purse for temporary use of Brea Downtown Parking Structure #2 and appropriate \$4,500 in General Fund revenues to the City's Fiscal Year 2021-22 Operating Budget**  
The City Council approved the execution of a temporary Parking Agreement with Samaritan's Purse for use of Brea Downtown Parking Structure #2; authorized the City Manager to execute said Parking Agreement this year and in subsequent years; and appropriated \$4,500 in General Fund (110) revenues to the City's Fiscal Year 2021-22 Operating Budget.
- 23. Budget Adjustments to the City Operating and Capital Improvement Program Budgets for Fiscal Year 2021-22**  
The City Council adopted Resolution Nos. 2021-068 and 2021-069 appropriating funds to adjust the Fiscal Year 2021-22 City Operating and Capital Improvement Program Budgets.

- 24. Approve Grant Agreement with State of California Department of Forestry and Fire Protection for Fire Prevention Grant**  
The City Council adopted Resolution No. 2021-070 executing a \$436,432 Agreement with Cal Fire for Fire Prevention Grant for period January 1, 2022, through March 15, 2024.
- 25. 2021-2022 City Council Priorities and Projects Updates**  
The City Council received and filed the report on the 2021-2022 City Council Priorities and Projects Updates.
- 26. Foreign Language Proficiency Police Officer Recruitment Incentive Pilot Program**  
The City Council authorized a pilot language incentive program to recruit police officers fluent in Mandarin and/or Korean. This incentive would be paid over a period of their first five (5) years of employment.
- 27. Authorize City Manager to Execute Agreement with San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy for The Tracks at Brea Western Extension Project**  
The City Council authorized the City Manager to sign Agreement Number 3825-RMC21013 with San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) in the amount of \$225,000 for The Tracks at Brea Western Extension Project.
- 28. Estoppel Certificates Related to the City's Hotel Commercial Property located 900 E. Birch Street (Lessee: PropCo, LLC)**  
The City Council authorized the City Manager to execute the attached Estoppel Certificate and Agreement of Lessor (Estoppel Certificate/Investor) in favor of Brea JV HOLDCO, LLC and BIG REAL ESTATE FUND II, L.P. (collectively, the Financing Parties); the Estoppel Certificate and Agreement of Lessor as amended (Estoppel Certificate/Lender) in favor of Wilmington Trust with Rialto Capital Advisors, LLC (together, the Lender) by adding language consistent with wording from the 2018 Estoppel Certificate; and the Estoppel Certificate regarding the recorded Easement Agreements (Estoppel Certificate/Easements) related to additional financing agreements between Brea PropCo, LLC (PropCo) and Brea OpCo, LLC, (OpCo)(collectively, the Borrower) and the Financing Parties. Final Review of the Estoppel Certificates will be provided by the City Attorney prior to the City Manager's Signature.
- 29. Amendment to the Position Allocation List**  
The City Council approved Resolution No. 2021-071 amending the Position Allocation List to add one part-time Parking Control Officer position for Police Services for nighttime enforcement.
- 30. Annual Development Impact Fee Report for Fiscal Year Ending June 30, 2021**  
The City Council received and filed the Annual Development Impact Fee Report for Fiscal Year Ending June 30, 2021.
- 31. Outgoing Payment Log and City Disbursement Registers for November 5 and 12, 2021**  
The City Council received and filed the Outgoing Payment Log and City Disbursement Registers for November 5 and 12, 2021.

Motion was made by Council Member Parker, seconded by Mayor Simonoff to approve Consent Calendar items 15-31, noting Mayor Vargas no vote on item 18 ( Resolution to Establish an Election Procedure for Chairperson and Vice Chairperson of the Art in Public Places Advisory Committee).

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

Passed

**ADMINISTRATIVE ANNOUNCEMENTS**

**32. City Manager**

City Manager Gallardo announced that Jason Killebrew was promoted to be the new Community Development Director.

**33. City Attorney**

None.

**34. Council Requests**

None.

**COUNCIL ANNOUNCEMENTS**

Council Member Parker stated that he saw a report that stated that as many as 20% of veterans are experiencing PTSD or other physical injuries. He noted that Community Center has resources to help those in need.

Council Member Simonoff requested that the Brea War Memorial be changed to Veterans Memorial.

Mayor Vargas announced that there were donations made for the Tracks at Brea. He thanked West Coast Arborists, Republic Services, the Public Works Department, Home Depot, Mountain Mikes Pizza, and Fire Station 2 for their contributions.

**ADJOURNMENT**

Mayor Vargas adjourned the General Session at 7:28 p.m.

Respectfully submitted,

The foregoing minutes are hereby approved this 7th day of December, 2021.

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

\_\_\_\_\_  
Steven Vargas, Mayor

City of Brea

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**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/07/2021

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

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**RECOMMENDATION**

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

**BACKGROUND/DISCUSSION**

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California due to the spread of COVID-19. This proclamation is still in effect. The Governor subsequently issued numerous executive orders suspending or modifying state laws to facilitate the response to the emergency. Among other things, these executive orders superseded certain Brown Act requirements and established special rules to give local public agencies greater flexibility to conduct teleconference meetings. The special rules included provisions allowing local public agencies to conduct teleconference meetings without having to provide a physical location from which the public may attend or comment; without having to use teleconference locations that are publicly accessible; and without having to identify teleconference locations on the agenda. Those special rules expired on September 30, 2021.

On September 16, 2021, in anticipation of the then-imminent expiration of his special rules for teleconference meetings, Governor Newsom signed AB 361. In key part, this bill amended the Brown Act to establish special requirements for teleconference meetings if a legislative body of a local public agency makes two findings pursuant to Government Code Section 54953(e)(3). Like the special rules in the Governor's executive orders, the special Brown Act requirements in AB 361 include provisions allowing public agencies to conduct teleconference meetings without having to provide a physical location from which the public may attend or comment; without having to use teleconference locations that are publicly accessible; and without having to identify teleconference locations on the agenda. The AB 361 special Brown Act requirements are scheduled to be repealed on January 1, 2024.

In order for a local public agency to be subject to the AB 361 special Brown Act requirements for teleconference meetings, a legislative body of a local public agency first must make a finding that it has "reconsidered" the circumstances of a declared state of emergency. Second, there must be a finding that such emergency continues to directly impact the ability of legislative body.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
Prepared by: Lillian Harris-Neal, City Clerk

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**City of Brea**

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**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/07/2021

**SUBJECT:** Amendment to the Position Allocation List - Full-time Planning Technician to Full-time Assistant Planner

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**RECOMMENDATION**

Staff recommends that the City Council:

1) Approve a Resolution amending the Position Allocation List to reinstate the Full-time Assistant Planner position.

**BACKGROUND/DISCUSSION**

In November 2019, staff brought forward a request to the City Council to amend the Position Allocation List to change one of the two authorized Assistant Planner positions to a Planning Technician position. This change provided an opportunity for the then Administrative Intern to be promoted to a Planning Technician and continue to contribute her skills to the Planning Division with plan reviews and special projects.

After 14 months in this role, the Planning Technician was promoted and filled the vacant Assistant Planner position, thus leaving the Planning Technician position vacant for the current fiscal year. Staff is requesting to amend the Position Allocation List to change the vacant Planning Technician position back to the Assistant Planner position as originally intended prior to November 2019. This amendment would allow the Planning Division to have two Assistant Planner positions (one currently filled and one which would be filled through the recruitment process in 2022).

In the effort to fill this newly vacant Assistant Planner position, the City is seeking an ideal candidate that has experience with the following:

- Basic entitlement processing including writing staff reports, drafting, and providing presentations to the Planning Commission, hearing officer, and various other committees;
- Writing formal responses including zoning verification letters; and
- Conducting moderate to advanced building and safety plan check reviews.

The successful candidate would focus on the above-mentioned items which are currently performed by the Associate and Senior Planners; however these tasks are more appropriately carried out by an Assistant Planner. Thus, the Associate and Assistant Planners would be able to focus on more advanced project processing for projects such as: Brea 265, Simon Mall, and the anticipated processing of a project at the former Bank of America site.

The current and proposed staff levels for the Planning Division are as follows:

	Current Allocation	Proposed Allocation
City Planner	1	1
Senior Planner	2	2
Assistant/Associate Planner	3	4
Planning Technician	1	0
Administrative Clerk I/II	1	1
Total	8	8

**COMMISSION/COMMITTEE RECOMMENDATION**

This request was reviewed by the Finance Committee on November 30, 2021 and recommended for discussion at the next City Council meeting.

**FISCAL IMPACT/SUMMARY**

The fiscal impact is approximately \$20,030 annually to the City's General Fund (110). Due to vacancy savings realized in the current fiscal year, this increase can be absorbed in the Planning Division General Fund (110) budget for FY 2021-22. The financial benefit of having staff working on projects at their level of expertise should provide additional cost recovery through developer funded projects which could potentially absorb the financial impact. There is no additional budget appropriation needed at this time. The additional costs will need to be programmed into future budgets.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Linda Sok Tang, Management Analyst II

Concurrence: Jason Killebrew, Community Development Director

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**Attachments**

Resolution

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**RESOLUTION NO. 2021-072**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA  
AMENDING THE POSITION ALLOCATION LIST TO CHANGE THE FULL-  
TIME PLANNING TECHNICIAN TO A FULL-TIME ASSISTANT PLANNER IN  
THE PLANNING DIVISION.**

**A. RECITALS:**

(i) Section 2.08 of the Brea Municipal Code provides that the City Council share prepare, revise and maintain a position classification plan covering all positions within the classified services, including employment standards and qualifications for each classification.

(ii) The Brea Municipal Code provides that the City Council shall approve a plan of compensation directly correlated to the position classification plan and a rate or range of pay for each classification.

(iii) It is necessary, from time to time, to review and adjust the classification and compensation plan to reflect the changing organizational responsibilities of the City and to ensure the efficient economical operation of the various City departments.

(iv) In order to most effectively implement and monitor the position classification plan, it is necessary, from time to time, to amend the Position Allocation List which specifies the actual number and distribution of authorized positions within the City.

**B. RESOLUTION:**

NOW THEREFORE, it is found, determined and resolved by the City Council of the City of Brea to:

- (i) Amend the Position Allocation List for FY 2021/2022 to change one full-time Planning Technician position to a full-time Assistant Planner position within the Planning Division of the Community Development Department.

APPROVED AND ADOPTED this 7<sup>th</sup> day of December 2021.

\_\_\_\_\_  
Mayor

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

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 7th day of December 2021 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

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

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

**Reso. No. 2021-072**  
December 7, 2021

City of Brea

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**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/07/2021

**SUBJECT:** Orange County Transportation Authority Annual Measure M2 Expenditure Report

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**RECOMMENDATION**

Adopt Resolution.

**BACKGROUND/DISCUSSION**

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

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

In June 2021, the City Council approved and staff submitted all required documentation for the annual M2 eligibility requirements for FY 2021-22. As mentioned previously, this Measure M2 Expenditure Report is required to be submitted within six (6) months of year-end to complete our eligibility requirements. OCTA staff has reviewed a draft of this report and all attachments and provided preliminary approval. By adopting this resolution, the City will maintain its compliance with this requirement.

**COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee reviewed staff's recommendation at their November 30, 2021, meeting and recommended to proceed.

**FISCAL IMPACT/SUMMARY**

Continued compliance with the M2 Maintenance of Effort requirement will enable the City of Brea to continue being eligible for Local Fair Share and competitive grant funding. This will have no negative impact to the General Fund.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Ryan Chapman, P.E., Principal Engineer

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

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**Attachments**

M2 Expenditure Report Resolution

Annual M2 Expenditure Report

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**RESOLUTION NO. 2021-073**

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

**A. RECITALS:**

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

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

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

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

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

**B. RESOLUTION:**

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

- a) The M2 Expenditure Report is in conformance with the template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year, and balances at the end of fiscal year.
- b) The M2 Expenditure Report is hereby adopted by the City of Brea.
- c) The City of Brea Administrative Services Director is hereby authorized to sign and submit the M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2021

**PASSED, APPROVED AND ADOPTED** this 7th day of December 2021.

\_\_\_\_\_  
Mayor

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

**RESO NO. 2021-073**  
December 7, 2021

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 7th day of December 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

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

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

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2021**  
**Beginning and Ending Balances**

Description	Line No.	Amount	Interest
<b>Balances at Beginning of Fiscal Year</b>			
A-M Freeway Projects	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ 4,551,865	\$ 22,674
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ (44,125)	\$ -
Q Local Fair Share	4	\$ 2,876,550	\$ 143,446
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 42,523	\$ -
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
Other*	12	\$ -	\$ -
<b>Balances at Beginning of Fiscal Year</b>	13	\$ 7,426,813	\$ 166,120
Monies Made Available During Fiscal Year	14	\$ 1,126,551	\$ 118,406
<b>Total Monies Available (Sum Lines 13 &amp; 14)</b>	15	\$ 8,553,364	\$ 284,526
Expenditures During Fiscal Year	16	\$ 5,782,082	\$ -
<b>Balances at End of Fiscal Year</b>			
A-M Freeway Projects	17	\$ -	\$ -
O Regional Capacity Program (RCP)	18	\$ 1,455,415	\$ 103,116
P Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ (22,092)	\$ -
Q Local Fair Share	20	\$ 1,281,914	\$ 180,263
R High Frequency Metrolink Service	21	\$ -	\$ -
S Transit Extensions to Metrolink	22	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ 56,045	\$ 1,147
V Community Based Transit/Circulators	25	\$ -	\$ -
W Safe Transit Stops	26	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	27	\$ -	\$ -
Other*	28	\$ -	\$ -

\* Please provide a specific description

P (RTSSP) Balances at Beginning of Fiscal Year adjusted by \$-2,995.2 due to disallowed cost from prior year.

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2021**  
**Sources and Uses**

Description	Line No.	Amount	Interest
<b>Revenues:</b>			
A-M Freeway Projects	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ -	\$ 80,442
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ 44,125	\$ -
Q Local Fair Share	4	\$ 1,036,157	\$ 36,817
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 46,269	\$ 1,147
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
Other*	12	\$ -	\$ -
<b>TOTAL REVENUES (Sum lines 1 to 12)</b>	<b>13</b>	<b>\$ 1,126,551</b>	<b>\$ 118,406</b>
<b>Expenditures:</b>			
A-M Freeway Projects	14	\$ -	\$ -
O Regional Capacity Program (RCP)	15	\$ 3,096,450	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ 22,092	\$ -
Q Local Fair Share	17	\$ 2,630,793	\$ -
R High Frequency Metrolink Service	18	\$ -	\$ -
S Transit Extensions to Metrolink	19	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ 32,747	\$ -
V Community Based Transit/Circulators	22	\$ -	\$ -
W Safe Transit Stops	23	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	24	\$ -	\$ -
Other*	25	\$ -	\$ -
<b>TOTAL EXPENDITURES (Sum lines 14 to 25)</b>	<b>26</b>	<b>\$ 5,782,082</b>	<b>\$ -</b>
<b>TOTAL BALANCE (Subtract line 26 from 13)</b>	<b>27</b>	<b>\$ (4,655,532)</b>	<b>\$ 118,406</b>

\* Please provide a specific description

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2021**  
**Streets and Roads Detailed Use of Funds**

Type of Expenditure	Line No.	MOE	Developer / Impact Fees*	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2 <sup>2</sup>	Other M2 Interest	Other*	TOTAL
Indirect and/or Overhead	1	\$ -	\$ 60,031	\$ -	\$ -	\$ -	\$ -	\$ 52,544	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,575
<b>Construction &amp; Right-of-Way</b>															
New Street Construction	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Reconstruction	3	\$ -	\$ 2,319,968	\$ 2,578,606	\$ -	\$ -	\$ -	\$ 833,571	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,732,145
Signals, Safety Devices, & Street Lights	4	\$ -	\$ -	\$ -	\$ -	\$ 22,092	\$ -	\$ 1,088,233	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,110,325
Pedestrian Ways & Bikepaths	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Drains	6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Damage	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Construction<sup>1</sup></b>	8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right of Way Acquisition	9	\$ -	\$ -	\$ 517,844	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 517,844
<b>Total Construction &amp; Right-of-Way</b>	10	\$ -	\$ 2,319,968	\$ 3,096,450	\$ -	\$ 22,092	\$ -	\$ 1,921,803	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,360,314
<b>Maintenance</b>															
Patching	11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overlay & Sealing	12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Lights & Traffic Signals	13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Damage	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Street Purpose Maintenance	15	\$ 1,361,501	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 656,445	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,017,945
<b>Total Maintenance<sup>3</sup></b>	16	\$ 1,361,501	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 656,445	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,017,945
Other	17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,747	\$ -	\$ -	\$ 32,747
<b>GRAND TOTALS (Sum Lines 1, 10, 16, 17)</b>	18	\$ 1,361,501	\$ 2,379,998	\$ 3,096,450	\$ -	\$ 22,092	\$ -	\$ 2,630,793	\$ -	\$ -	\$ -	\$ 32,747	\$ -	\$ -	\$ 9,523,581
Finance Director Confirmation	19	Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdictions' discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties". I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures.  Finance Director initial: <u>CR</u>													

<sup>1</sup> Includes direct charges for staff time  
<sup>2</sup> Other M2 includes A-M, R,S,T,U,V, and W  
 + Transportation related only  
 \* Please provide a specific description

**Legend**

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

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2021**  
**Local Fair Share Project List**

PROJECT NAME	AMOUNT EXPENDED
Administrative	\$ 52,544
Traffic Signal Controller Upgrades - 7218	\$ 1,459
Citywide Slurry Seal Program - 7312	\$ 178,365
Alley Rehab W. of Flower Ave - 7319	\$ 147,688
Country Hills Pavement & Water - 7322	\$ 137,465
Country Lane Street Rehabilitation - 7323	\$ 423,256
Gemini/Steele Waterlines - 7453	\$ 200,000
Pleasant Hills - 7457	\$ 173,571
Napoli - 7458	\$ 60,000
N. Hills West - 7459	\$ 200,000
N. Hills East - 7460	\$ 400,000
Puente Street Water Main Replacement - 7464	\$ 400,000
S. Brea Water Mains - 7466	\$ 39,031
Eagle Hills Tract Water Main Replacement - 7467	\$ 100,000
Regulatory Sign Replace - 7702	\$ 119,106
Alley Rehab - 7320	\$ (1,691.86)
	\$ 2,630,793

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2021**

I hereby certify that:

- All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;
- The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;
- The City of Brea is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for M2 Eligibility purposes;
- The City/County's Expenditure Report is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties;" and
- The City of Brea has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to one of the maintenance of effort requirements below<sup>10</sup>:

A) The City/County met the existing FY 2020-21 MOE benchmark dollar amount.

B) The City/County met a proportional MOE benchmark amount of FY 2020-21 General Funds Revenues that is at least equal to the percent listed in column C of Exhibit 2 in the M2 Eligibility Guidelines.

Cindy Russell, Administrative Services Director  
Director of Finance (Print Name)

11/23/2021  
Date

*Cindy Russell*  
Signature

<sup>10</sup> An actual General Fund Revenue excerpt from a jurisdiction's Comprehensive Annual Finance Report (CAFR) must be provided as backup documentation.

DRAFT COPY 11.22.21

City of Brea, California  
 Statement of Revenues, Expenditures and Changes in Fund Balances  
 Governmental Funds  
 Year Ended June 30, 2021

	General	Special Revenue Fund Housing Successor	Capital Projects Projects Fund Capital Improvements
<b>Revenues:</b>			
Taxes	\$ 44,769,138	\$ -	\$ -
Licenses and permits	451,865	-	-
Intergovernmental	15,377,259	-	1,187,440
Charges for services	1,758,530	-	162,096
Investment income, net	2,350,756	27,904	32,080
Fines and forfeitures	279,487	-	-
Rental income	896,057	-	-
Other revenues	3,506,041	62,805	20,870
<b>Total revenues</b>	<b>69,389,133</b>	<b>90,709</b>	<b>1,402,486</b>
<b>Expenditures:</b>			
<b>Current:</b>			
General government	6,700,798	-	78,771
Public safety	38,364,606	-	282,018
Community development	2,745,297	256,996	-
Community services	6,628,094	-	-
Public works	5,857,073	-	-
Capital outlay	60,685	-	10,923,739
<b>Debt service:</b>			
Principal	295,873	-	-
Interest and fiscal charges	197,523	-	-
<b>Total expenditures</b>	<b>60,849,949</b>	<b>256,996</b>	<b>11,284,528</b>
<b>Excess (Deficiency) of Revenues over (Under) Expenditures</b>	<b>8,539,184</b>	<b>(166,287)</b>	<b>(9,882,042)</b>
<b>Other Financing Sources (Uses):</b>			
Proceeds from sale of capital assets	11,601	-	-
Transfers in	450,000	-	9,113,936
Transfers out	(1,807,478)	-	(2,320,953)
<b>Total other financing sources (uses)</b>	<b>(1,345,877)</b>	<b>-</b>	<b>6,792,983</b>
<b>Net Changes in Fund Balances</b>	<b>7,193,307</b>	<b>(166,287)</b>	<b>(3,089,059)</b>
<b>Fund Balances, Beginning of Year, as restated</b>	<b>46,921,537</b>	<b>20,843,523</b>	<b>9,908,038</b>
<b>Fund Balances, End of Year</b>	<b>\$ 54,114,844</b>	<b>\$ 20,677,236</b>	<b>\$ 6,818,979</b>

(continued)

City of Brea

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**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/07/2021

**SUBJECT:** Continuing Disclosure and Arbitrage Calculation Services for the City of Brea

---

**RECOMMENDATION**

1. Approve the agreement with Willdan Financial Services to provide disclosure and arbitrage calculation services for the City of Brea;
2. Authorize the City Manager to execute the agreement; and
3. Authorize the City Manager to issue up to four (4) one-year extensions exclusive of any cost increases.

**BACKGROUND/DISCUSSION**

As a municipal entity that issues bonds, the City of Brea has an ongoing obligation to meet specific continuing disclosure standards in order to maintain compliance with Federal regulatory requirements. The investment of bond proceeds are also subject to strict regulation in order to ensure that earnings meet the yield restrictions set by Federal regulatory agencies. Continuing disclosure and arbitrage calculation services provided by qualified consultants will ensure that the City of Brea remains in compliance with timely reporting guidelines and arbitrage rebate management.

The City has been able to maintain compliance through the services of qualified independent consulting firms that specialize in the analysis, reporting and calculation of disclosure and arbitrage for outstanding bond debt. These services have been contracted through single-year agreements, subject to applicable fees each year. The cost of services each year is subject to increase as applicable fees go up over time. By issuing an RFP for these services, City Staff can obtain competitive pricing and secure a flat rate over a longer term.

In August of 2021, City Staff issued a Request for Proposals (RFP) to solicit bids from firms that are capable of providing the comprehensive reporting and analysis required to meet our needs. The RFP was released on August 19 via Public Purchase and the public notice was posted on the Purchasing page of the City's website. Over 4,500 emails received a notification of this release, including two firms that have recently provided these services to the City. In September of 2021, the deadline for submissions came and only one firm, Willdan Financial Services, submitted a proposal.

The submittal contained all the required information, which included background, experience and qualifications as well as a proposed fee schedule with a not-to-exceed amount for up to five

years of services. However, between receiving this proposal and reviewing the terms, some changes have occurred to the City's outstanding bond debt. As a result, the total costs will be adjusted accordingly to reflect variations that result from bond refinancing, reaching maturity, defeasance and paying off bond debt. Also, this agreement represents a consolidation of services. Over the years, multiple firms have been involved in the disclosure reporting and arbitrage calculation service for the City's bond debt. By consolidating these services to a single firm, City staff are able to more effectively manage reporting requirements and track total expenditures for these services.

Upon execution of this agreement, Willdan Financial Services will review the past work completed by other firms in order to determine the appropriate dates and reporting requirements for arbitrage calculation services. The annual cost will be more accurately determined once this review is complete. Arbitrage costs may fluctuate depending on the requirements for the year from \$0, if none are required, to \$10,000 if all outstanding bonds require arbitrage calculation.

**COMMISSION/COMMITTEE RECOMMENDATION**

This item was reviewed by the Finance Committee at their meeting on November 30, 2021, and recommended for City Council approval.

**FISCAL IMPACT/SUMMARY**

Staff recommends approval of the agreement between Willdan Financial Services and the City of Brea for disclosure services at an amount not to exceed \$11,250 per year, and arbitrage calculation services at an amount not to exceed \$10,000 per year, for an annual maximum of \$21,250. The cost for these services is already included in the current fiscal year budget and no additional appropriations are needed.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Anthony Godoy, Management Analyst

Concurrence: Cindy Russell, Administrative Services Director

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**Attachments**

PSA Willdan Financial Services

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**Professional Services Agreement**  
**Contract # 2021.08.19.001**  
**for Continuing Disclosure and Arbitrage Calculation Services**

This Professional Services Agreement (“Agreement”) is dated **December 7, 2021** for reference purposes and is executed by the City of Brea, a California municipal corporation (“City”), and **Willdan Financial Services a C Corporation** (“Consultant”).

**RECITALS**

- A. City desires to retain Consultant as an independent contractor to provide the following professional services: **Continuing Disclosure and Arbitrage Calculation Services for the City of Brea.**
- B. Consultant represents that it is duly licensed, fully authorized by law, and has the necessary experience and qualifications, to provide such services.

**NOW, THEREFORE,** the parties agree as follows:

**AGREEMENT**

**1. Scope of Services.**

Consultant shall perform the services referenced in the Recitals and more specifically described in the Scope of Services set forth in the attached Exhibit A, and as otherwise required by this Agreement, all to City’s satisfaction (collectively, “Services”).

**2. Compensation.**

A. City shall pay for the Services satisfactorily performed, in accordance with the Fee Schedule set forth in the attached Attachment 1 to Exhibit A.

B. In no event shall the total amount paid for the Services exceed the all-inclusive sum of **\$21,250** per year (“Contract Amount”). This annual amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services. Consultant shall be deemed to have made all inquiries and site inspections deemed necessary by Consultant prior to execution of this Agreement.

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

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

**3. Contingency Work.**

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 **10.00** percent. The **Administrative Services Director, or designee**, is authorized to approve, in writing, contingency work

**Professional Services Agreement**  
**Contract # 2021.08.19.001**  
**for Continuing Disclosure and Arbitrage Calculation Services**

that is below the foregoing limit. Consultant's monthly invoice shall include a detailed description of any approved, contingency work. Any work performed by Consultant without a written amendment or approval of the **Administrative Services Director, or designee**, shall be deemed to be work included within the Services.

**4. Term.**

A. The base term of this Agreement shall commence on **December 7, 2021** ("Effective Date"). Unless extended or earlier terminated as provided herein, this Agreement shall expire on **December 6, 2022**.

B. City may extend the term of this Agreement by giving written notice to Contractor within 30 days prior to the then-scheduled expiration date for **four (4) additional one-year terms** in its sole discretion. To exercise the extension option, the City shall give written notice to Consultant on or before 30 days before **December 6, 2022**. The extension option shall require **City Manager** approval.

**5. Time of Performance.**

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

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

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

**6. Maintenance of Records.**

Books, documents, papers, accounting records, and other evidence pertaining to the Services, including costs incurred, shall be maintained by Consultant and made available for review by City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by City.

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**7. Standard of Care.**

Consultant'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. Consultant shall maintain all professional licenses and certifications required to lawfully perform the Services.

**8. Compliance with Law.**

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

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

**9. Assignment and Subcontracting.**

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

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

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

**10. Independent Contractor.**

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

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

C. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Consultant shall acquire and maintain at its

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sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform the Services. Consultant shall perform the Services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product, or as may be necessary to inspect or visit City locations. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with the Services. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant and its officers, employees, agents, and subcontractors shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

**11. PERS Compliance.**

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

**12. Insurance.**

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

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A. Commercial General Liability

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

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

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

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

a. Bodily Injury and Property Damage

b. Personal Injury/Advertising Injury

c. Premises/Operations Liability

d. Products/Completed Operations Liability

e. Aggregate Limits that Apply per Project

f. Contractual Liability with respect to this Agreement

g. Broad Form Property Damage

h. Independent Consultants Coverage

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

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

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

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**B. Automobile Liability**

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

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

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

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

**C. Workers' Compensation/Employer's Liability**

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

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

**D. Professional Liability (Errors and Omissions)**

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

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E. Cyber Liability

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

F. Minimum Policy Limits Required

i. A.M. Best's Rating

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

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

If <input checked="" type="checkbox"/> , then required	<u>Combined Single Limit</u>
<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
<input checked="" type="checkbox"/> Automobile Liability	\$2,000,000 per occurrence (any auto) for bodily injury and property damage
<input checked="" type="checkbox"/> Workers' Compensation	In the amount required by California law
<input checked="" type="checkbox"/> Employer's Liability	\$1,000,000 per occurrence
<input checked="" type="checkbox"/> Professional Liability	\$2,000,000 per claim and aggregate (errors and omissions)
<input type="checkbox"/> Cyber Liability	\$2,000,000 per occurrence

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

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

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Consultant shall file with City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the

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insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

H. Policy Provisions Required

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

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

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

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

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

I. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations

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otherwise assumed by Consultant pursuant to this Agreement, including the provisions concerning indemnification.

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

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

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

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

**J. Subcontractor Insurance Requirements**

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

**13. Indemnification.**

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

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

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

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

**14. Laws and Venue.**

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

**15. Termination.**

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

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specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. Consultant may terminate this Agreement only for cause and by serving written notice of termination to City, provided Consultant has first served City with a written notice of default and demand to cure, and City has failed to cure such default within 30 days of receipt of such notice.

**16. Ownership of Work Product.**

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

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

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

**17. Data Security.**

A. As used in this Agreement, "City Data" means any and all information and data provided or made accessible, directly or indirectly, to Consultant by City, or otherwise acquired from City, in connection with Consultant's performance of the Services. Except where subject to a third party's intellectual property rights, any and all City Data is solely owned by City. Consultant is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Consultant use City Data for its own purposes, or sell, disclose or disseminate City Data, except as required by law or to provide the Services. At all times herein, Consultant shall protect and maintain the security of City Data using methods providing not less than the level of security Consultant uses for its own confidential data, and that otherwise comply with recognized industry data security standards applicable to similar kinds of governmental data and information.

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

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

**18. Party Representatives.**

A. City hereby designates **Anthony Godoy** or such person's designee, as the City Representative for this Agreement.

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

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.

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**19. Notices.**

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

**City  
City of Brea  
1 Civic Center Circle  
Brea, CA 92821**

**Consultant  
Willdan Financial Services  
27368 Via Industria, Suite 200  
Temecula, CA 92590**

**Cindy Russell  
CindyR@ci.brea.ca.us  
714.671.4418**

**Dave Davies  
DDavies@Willdan.com  
951.587.3500**

**20. Third Party Rights.**

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

**21. Conflicts of Interest.**

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

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

C. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Consultant further agrees to file, or shall cause its employees or

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subcontractors to file, a Statement of Economic Interest with the City Clerk as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability. No director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**22. Severability.**

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

**23. Successors and Assigns.**

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

**24. Non-Waiver.**

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

**25. Time of Essence.**

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

**26. City's Right to Employ Other Consultants.**

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

**27. Exhibits.**

The attached **Exhibit A** is incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and any Exhibit, the provisions of this Agreement shall govern. In the event of any conflict or inconsistency between the provisions of this Scope of Services and Specifications Requirements and the Consultant'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,

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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]**

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**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.

**Willdan Financial Services**

By: \_\_\_\_\_  
**Gladys Medina**  
**Vice President**  
**GMedina@Willdan.com**

By: \_\_\_\_\_  
**Rebekah Smith**  
**Assist Secretary**  
**RSmith@Willdan.com**

Date Signed: \_\_\_\_\_  
CORPs: Chairperson, President, Vice President;  
LLCs: Manager

Date Signed: \_\_\_\_\_  
CORPs: Secretary, Asst. Secretary, Chief Finance  
Officer, Asst. Treasurer  
LLCs: Manager

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

[Limited Liability Companies: 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**

Attest (if over \$25,000)

By: \_\_\_\_\_  
**Bill Gallardo**  
**City Manager**  
**BillGa@ci.brea.ca.us**

By: \_\_\_\_\_  
**Harris-Neal, Lillian**  
**City Clerk**  
**LillianHN@ci.brea.ca.us**

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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**for Continuing Disclosure and Arbitrage Calculation Services**

**EXHIBIT A**  
**Scope of Services Requirements**

Consultant must fulfill each and every one of the following services, specifications, and requirements.

**1. Continuing Disclosure Services**

A. Obtain all data as required in the Continuing Disclosure Certificate (Certificate) for all outstanding municipal debt and any future issuances that require ongoing disclosure to complete the Annual or Semi-Annual Report (Report).

B. Prepare the reports in a format acceptable to the City that includes the requirements of the Certificate. The report must be submitted to the City for approval no less than 5 days prior to the deadline.

C. Disseminate filings, including the Audited Financial Statement, with the Municipal Securities Rulemaking Board (MRSB) through Electronic Municipal Market Access (EMMA) website of the MRSB or any successor repository to meet the filing deadline as defined in the Certificate.

D. Obtain confirmation of the filing of the Certificate and Audited Financial Statements with EMMA.

E. Provide copies of the completed Reports and confirmation of filings with EMMA to the City.

F. Prepare and submit material event notices with EMMA, forwarding the notice and confirmation to the City.

G. Prepare and submit the annual debt transparency report required by the California Debt and Investment Advisory (CDIAC), in compliance with SB 1029.

**2. Arbitrage Calculation Services**

A. Provide arbitrage compliance planning.

B. Verify bond issue(s) are subject to rebate requirements; calculate the amount of the City's arbitrage liability and deliver the appropriate documentation required to support calculations.

C. Provide investment yield comparisons.

D. Prepare the appropriate IRS tax filings associated with each calculation, as needed.

E. Provide a written report describing the calculation method used, assumptions, conclusions, and any recommendations for changes in the City's

**Professional Services Agreement**  
**Contract # 2021.08.19.001**  
**for Continuing Disclosure and Arbitrage Calculation Services**

recordkeeping for expenditures and/or investments. The written report must also include the statement that the methodology used is consistent with current federal tax law and regulations and may be relied upon by the City in determining its arbitrage rebate liability.

F. Advise the City on changes in related federal or state regulations and/or consult with City staff, bond counsel, financial advisor, and trustee/paying agent as directed regarding arbitrage-related matters.

G. Assist the City in the event of an IRS inquiry.

**3. Other reporting**

A. Other reporting required by debt agreements of the City and Successor Agency must be monitored by the firm and attended to in a timely manner. These include reporting to the issuer for private placement debt.

B. Any other reporting that may become required from time to time, such as the recent expansion of CDIAC reporting.

End of this Exhibit

**Professional Services Agreement  
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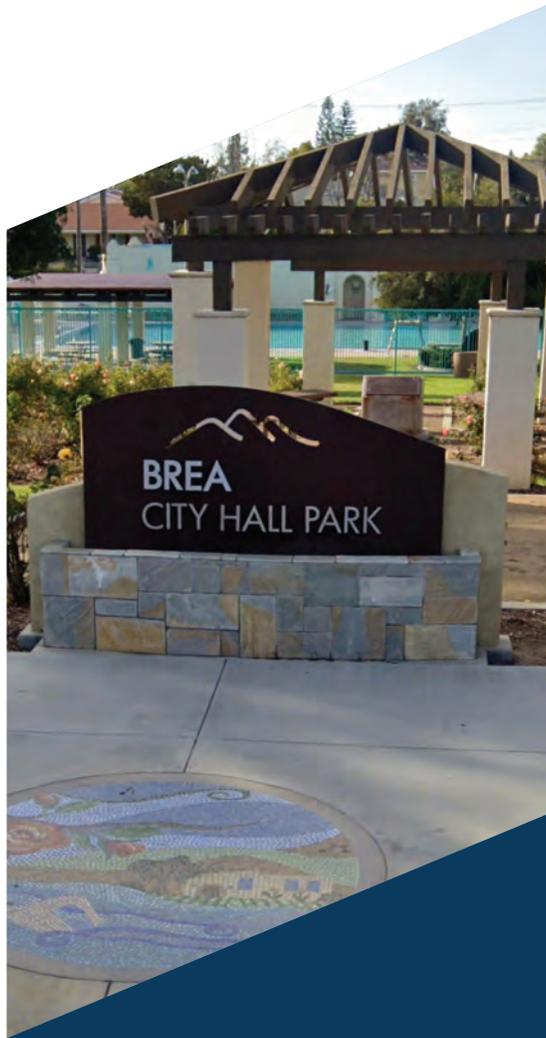
**Attachment 1 to Exhibit A  
CONSULTANT'S PROPOSAL AND FEE SCHEDULE  
(attached)**

# City of Brea

Proposal

## RFP No. 2021.08.19.001 Continuing Disclosure and Arbitrage Calculation Services

September 16, 2021



27368 Via Industria, Suite 200  
Temecula, CA 92590-4856  
951.587.3500 | 800.755.6864 | Fax: 951.587.3510

[www.willdan.com](http://www.willdan.com)

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# 1. Introduction Section

## Letter of Transmittal

September 16, 2021

Mr. Neil H. Groom  
Procurement & Contracts Administrator  
City of Brea  
1 Civic Center Circle  
Brea, California 92821

**RE: Proposal to Provide Continuing Disclosure and Arbitrage Calculation Services to the City of Brea**

Dear Mr. Groom:

In response to the City of Brea's Request for Proposal ("RFP") for Continuing Disclosure and Arbitrage Calculation Services, Willdan Financial Services ("Willdan") is proud to submit the following proposal, identifying our project knowledge specific to the City's debt issues, scope of services, and the experience and qualifications of proposed staff and the firm.

Willdan understands that an objective of this competitive process is to consolidate these services and assign them to a single consultant. We possess the depth of staffing resources and advanced technology necessary to effectively execute the volume of work, on time and within budget, with a focus on responsive service to City staff and residents. **Furthermore, none of the requested services will be outsourced to a subcontractor.**

Willdan is the best partner to assist the City with these important services for the reasons detailed below.

**Local Familiarity** — Willdan has a previous relationship with the City through continuing disclosure services. Our staff has acquired unmatched firsthand knowledge of mechanisms specific to the City. As a result, we are able to anticipate any trends, for transparent reporting and preventing potential reporting errors due to the transfer of reporting obligations to a firm that isn't familiar with the City's reporting requirements/data availability.

Our relationship with the City will allow Willdan to conduct this engagement in a cost-effective and efficient manner. Continuing this partnership also allows City staff to focus its time on direct City operations, rather than on training consultants on each of the nuances of the City's and Successor Agency's bond issues.

**Tenured Core Team** — Willdan understands that consistency of staff designated as "key" to a project is vital. Our approach to each engagement involves bringing together a committed core team to be responsive to client needs to form a cohesive and flexible unit. For that reason, we have assembled a tenured team possessing over 100 years of experience. Group Manager Gladys Medina will serve in the role of Engagement Director, ensuring deliverables are completed on time and within budget and that adequate resourcing is available. Assistant Director Steve Bearce will manage arbitrage rebate services and Assistant Director Dave Davies will continue to provide disclosure services. These individuals will be supported by a team of analysts and subject matter experts to provide a depth of experience and stability that will successfully fulfill the demands of the identified debt issue services.

Willdan staff members possess intimate, detailed knowledge of the City's disclosure processes and are familiar with the work practices and preferences of City staff. Their extensive experience will allow for quick responses to staff questions and requests; and provides high-quality product deliverables, with minimal impact on valuable City staff time.

**Technological Innovations** – Willdan is the only arbitrage rebate vendor to offer an online Compliance Management System designed to expedite the flow of information and promote the conservation of natural resources. This system provides the City with immediate access to completed reports, which can then be passed electronically to auditors or other interested parties; thus reducing paperwork. Willdan demonstrated its industry leadership by being one of the first firms to post continuing disclosure documents on the Internet and by setting up a subscription service that automatically notifies subscribers when a new report is published.

Furthermore, Willdan has read, understands and takes no exception to the RFP or the terms of the City's Standard Professional Services Agreement. Willdan's proposal is firm and irrevocable.

We are confident this submittal clearly demonstrates that Willdan and our proposed staff possess the core competencies, depth of resources, experience, and institutional knowledge required to successfully conduct this engagement. If you wish to discuss any aspect of our proposal, please contact Assistant Director Dave Davies directly at (951) 587-3520 or via email at [ddavies@willdan.com](mailto:ddavies@willdan.com). We look forward to hearing from you.

Sincerely,

**WILLDAN FINANCIAL SERVICES**



Mark Risco  
President & CEO



## 2. Qualifications Section

**Request for Proposals**  
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**for Continuing Disclosure and Arbitrage Calculation Services**  
**STANDARD FORM F**  
**RESPONDENT QUALIFICATIONS RESPONSE FORM**

Willdan Financial Services

---

(Respondent's Company Name)

Respondents 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.

Willdan Financial Services, 27368 Via Industria, Suite 200, Temecula, CA 92590. Phone (951) 587-3500, Fax (951) 587-3510. Email: sbearce@willdan.com, ddavies@willdan.com. Website: Willdan.com

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

MuniFinancial, 22 years

Willdan Financial Services, 13 years

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

Corporation

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

Willdan Financial Services is a wholly owned subsidiary of Willdan Group, Inc., a publicly traded company.

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

Mark Risco, President & CEO

Gladys Medina, Vice President

Chris Fisher, Vice President

- F. Special recognition or awards.

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None.

**2. Experience.**

Provide the following information relative to required services:

A. Summary of Experience with similar kinds of work.

Willdan specializes in post-issuance compliance reporting, particularly continuing disclosure and arbitrage rebate. We have 35 years of successful history behind us and a long-term commitment to providing the staff and technical resources necessary to support a robust continuing disclosure program.

Willdan's arbitrage consulting service offers more than a simple accounting of your rebate liability. We provide plain language reports that summarize critical data and document investment decisions and use of bond proceeds. In addition, we offer an efficient document repository and retrieval system that is constantly updated to accommodate changing technology. Finally, all of our clients receive free access to a web-based Compliance Monitoring System that helps your staff keep track of critical compliance dates, rebate positions, and much more.

Our references are included on Standard Form A.

B. Familiarity with state and federal procedures.

Properly addressing the information concerns of the SEC generally involves more than simply uploading Audited Financial Statements to EMMA. Well considered continuing disclosure reports that fulfill all requirements laid out in the Official Offering combined with timely submission is key to a successful bond program. All arbitrage reports are put through a triple-tiered quality review process that ensures the accuracy of our computations. In addition, our procedures have been reviewed by several major bond law firms and the IRS and have been consistently found to be mathematically accurate and in accordance with Section 148(f) of the Internal Revenue Code.

C. Experience working with public agencies.

Willdan has approximately 600 employees including financial analysts, licensed engineers, planners, and other skilled professionals. Willdan benefits from well-established relationships with local and state government agencies, investor-owned and municipal utilities, and private sector commercial and industrial firms throughout the United States.

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

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We provide top-notch Continuing Disclosure and Arbitrage Rebate services with excellent client service. We encourage you to contact our references regarding our work.

**3. Qualifications.**

Provide the following information relative to required services:

A. Financial responsibility.

Willdan Group Inc. is a publicly traded firm, incorporated in California. Company financial reports can be found at [ir.willdangroup.com](http://ir.willdangroup.com).

B. Demonstrated Technical Ability.

A comprehensive continuing disclosure program begins with an understanding of historic management and strategic intent. At Willdan, our process includes:

- Review of annual reporting and dissemination policies and procedures;
- Analysis of data for accuracy, materiality, and appropriateness;
- Identification of critical events, trends, and media publicity that could influence investor decision making;
- Triple-tiered quality review;
- Fully articulated story of the bonds highlighting financial and operating trends;
- Easy to follow report format; and
- Real time answers to staff and investor questions.

Properly calculating an arbitrage rebate liability involves more than accurate data entry. We pay close attention to the valuation of the reserve fund investments, the proper application of the allowable exceptions and special elections, and the computation of bond yield for the variable rate debt.

Other items we review and comment on, if necessary, include:

- Yield restricted investments;
- Investment in tax-exempt securities - which must be excluded from the computation of arbitrage rebate; and
- Non-qualified administrative costs, such as legal fees, custody costs, general overhead, salaries, office expense, and rebate computing costs.

C. Capability of developing innovative or advanced techniques.

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**for Continuing Disclosure and Arbitrage Calculation Services**

Willdan uses proprietary software developed and enhanced over the past 35 years specifically dedicated to the analysis of arbitrage rebate liabilities.

An advantage found in our disclosure practice is our history of reporting via the various repositories. Our familiarity with EMMA and the other sites previously used to house disclosure data means we can provide an efficient and cost-effective review of past filings prior to the issuance of your next bond.

**D. Special qualifications, training, credentials.**

The analysts at Willdan have a solid foundation in arbitrage rebate reporting developed from top accounting firms, university level study and on the job training. Our analysts have performed arbitrage rebate analysis for all types of tax-exempt bond structures including fixed and variable rate debt, advanced refundings, multi-purpose bonds, integrated and super-integrated SWAPs and other derivative based transactions. We have extensive experience with multi-year parity reserve allocations and transferred proceeds analysis for advance refunding bonds.

Willdan has provided Continuing Disclosure Reporting Services since the inception of the regulations in 1995. We have prepared and disseminated continuing disclosure reports for issuers of all sizes with varying levels of sophistication. We have extensive knowledge and experience with preparing and filing annual reports, financial statements, budgets, and event notices. Our analysts are well versed in filing documents in the correct categories on EMMA, and ensuring all filings are completed on or before the due dates.

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

Dezirae Webb, Senior Project Analyst, 14 years experience

Letty Marquez, Senior Analyst, 23 years experience

Candace Heiser, Senior Analyst, 12 years experience

**F. Designated project manager assigned to this Project.**

Dave Davies, Assistant Director, 16 years experience

Steve Bearce, Assistant Director, 21 years experience

**4. Understanding.**

Provide the following information relative to required services:

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

Willdan thoroughly understands the Scope of Services Requirements in Exhibit A and we have the knowledge, resources, and expertise to complete all tasks.

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

No issues will require special consideration for this project.

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

The arbitrage compliance program Willdan offers addresses all requirements of the arbitrage rebate and yield restriction rules, provides for the testing and application of exceptions to these rules, and facilitates documentation, audit, and training necessary for the City to maintain compliance with the Internal Revenue Code and the U.S. Treasury Regulations.

The diversity of our client base is what has pushed Willdan to become a leader in the industry-wide effort to improve the quality and content of municipal securities information and our reputation for delivering high-quality continuing disclosure projects on time and within budget is unsurpassed.

**5. Approach.**

Provide the following information relative to required services:

- A. Understanding of the work to be done.

Willdan thoroughly understands the Scope of Services Requirements in Exhibit A and we have the knowledge, resources, and expertise to complete all tasks.

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

We have 35 years of successful history behind us and a long-term commitment to providing the staff and technical resources necessary to support a robust continuing disclosure program and provide accurate arbitrage rebate calculations.

- C. Names and titles of key management personnel.

Dave Davies, Assistant Director

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for Continuing Disclosure and Arbitrage Calculation Services**

Steve Bearce, Assistant Director

D. Team to be assigned for these services.

Dezirae Webb, Senior Project Analyst

Letty Marquez, Senior Analyst

Candace Heiser, Senior Analyst

**Submitted by:**

Signature:  \_\_\_\_\_  
Name/Title Mark Risco, President & CEO  
Date: 9/15/2021

### 3. Technical Section

#### Approach

We understand that outsourcing these services is an important consideration for the City. Rest assured, our experience is extensive. Willdan is a service oriented firm that delivers a quality product to public agencies and, ultimately, to the public. We specialize in approaching an agency's needs with a thorough knowledge of the start to finish requirements of the project at hand. We have a thorough background that includes developing financing policies; implementing funding through districts, rates, charges, and fees; and complying with SEC and IRS requirements for outstanding bond issues.

Our services focus on quality control through the utilization of current technology and the discernment of recent legislation. Willdan's clients include more than 800 cities, counties, state agencies, port authorities, housing agencies, special districts, and school districts in 43 states.

#### Continuing Disclosure Services

At the City's direction, Willdan will continue to provide assistance and advice specific to ongoing continuing disclosure matters. With regard to the City's and Successor Agency's outstanding debt financings, Willdan will support the City and the Successor Agency in preparing annual continuing disclosure reports. As well as, help the City and the Successor Agency provide required financial and operating data requested by investors and/or required by the bond documents to keep securities holders informed of the investment quality of each debt issue. Willdan will also assist the City and the Successor Agency in responding to questions from investors and other market participants.

Willdan will collect bond documents relating to the debt issue, including but not limited to, the formation documents, the official statement, financial statements, Annual Continuing Disclosure Information Statement, and prior CDIAC report, if applicable. We will collect data and other third-party information required to be included in the continuing disclosure report and CDIAC Report directly from the City, trustees, fiscal agents, state and county agencies and others and review the information for accuracy and compliance with continuing disclosure documents.

Willdan will create a draft of the continuing disclosure report and CDIAC Report for review and will discuss with City and Successor Agency staff any relevant issues. We will provide timely continuing disclosure report filings to the municipal market and timely report filings of CDIAC reports to the State of California. We will prepare Notices of Occurrence of Listed Events covering events enumerated in Rule 15c2-12(b) and prepare supplemental continuing disclosure reports, as necessary. Willdan will monitor information releases from CDIAC, the SEC and the MSRB regarding enforcement actions and regulatory changes.

#### *Project Disclaimer*

In regard to the services proposed herein, the City of Brea further represents, acknowledges and agrees that:

- (i) The City uses the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The City is not looking to Willdan to provide, and City shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

### Arbitrage Calculation Services

Willdan is an innovator in the field of electronic compliance management, and plain language reporting. We have extensive experience with arbitrage rebate analysis for all types of tax-exempt bond structures and strive to present our analysis in a format that is easy to understand and offers the tools necessary to effectively manage tax exempt debt.

The financial analysts at Willdan have a solid foundation in post issuance compliance reporting approach that was developed from top accounting firms, university level studies, and on the job training. From the simple to the complex, Willdan has, since 1988, performed thousands of calculations on a wide variety of bond structures.

Willdan staff members maintain memberships in multiple industry organizations, including the National Association of Bond Lawyers (NABL), the Government Finance Officers Association (GFOA), and the National Federation of Municipal Analysts (NFMA) — just to name a few.

Our experience is extensive, and our methodology sound. Our approach has been reviewed by several major bond law firms and by the Internal Revenue Service; whereupon, our approach has been found to be mathematically accurate and in accordance with Section 148(f) of the Internal Revenue Code.

Willdan is the only arbitrage rebate provider to offer an online compliance management system that is designed to provide immediate access to liability accruals, investment information, and completed reports. This system, which is accessed via our website, provides issuers with an ecological and expeditious way to manage the flow of bonded debt information; and provides the necessary safeguards against natural disasters.

Willdan does not use a “canned” software program to calculate arbitrage rebate liabilities. Our arbitrage rebate reports are designed to increase understanding of arbitrage liabilities and, wherever possible, minimize the lost opportunity associated with under investing. We produce our reports by utilizing proprietary Excel spreadsheets that create the necessary flexibility to manipulate transactional detail to take advantage of allowable exceptions and credits, thereby reducing a positive arbitrage liability by every permissible means.

***As such, collectively, our team will provide the City of Brea with the requisite experience and technical knowledge in Continuing Disclosure and Arbitrage Calculation services to successfully complete this project.***

## Proposed Schedule

### Continuing Disclosure Schedule

The timeline below outlines the estimated completion dates specific to continuing disclosure reporting.

Continuing Disclosure Reporting Proposed Project Timeline	
Expected Completion Date	Description
January	Willdan requests specific data needed from City.
January	Willdan gathers required data and prepares continuing disclosure reports for internal review.
End of January	Willdan provides draft continuing disclosure reports to City for review. The reports are due between the end of February and the end of March.
End of February to end of March	Willdan disseminates continuing disclosure reports on EMMA (reports due between the end of February and the end of March).
End of February to end of March	Willdan provides final drafts of continuing disclosure reports that were disseminated along with formal dissemination certificates.
Ongoing	Willdan monitors rating agency websites for any changes to City debt ratings.
Ongoing	Willdan prepares and disseminates Listed Event notices on EMMA to reflect any rating changes or numerated events.

### Arbitrage Calculation Schedule

The schedule below outlines the estimated completion dates specific to arbitrage rebate computations. At Willdan an annual arbitrage analysis takes approximately 30 to 45 days to complete. This of course depends upon data being available when requested. Situations requiring immediate attention will be prioritized as needed.

Arbitrage Rebate Proposed Project Timeline	
Estimated # of Weeks	Description
At Contract Signing	Project Set-Up and Online Access Test
Weeks 1 - 3	Arbitrage Rebate and Yield Restriction Analysis
Weeks 1 - 3	Review and Assess Analysis Outcome
Weeks 4 - 5	Conclusions, Recommendations and Action Plan
Weeks 4 - 5	Deliver Completed Report and Review Results
As Needed	Prepare IRS Forms/Audit Support

## 4. Cost Section

- i. Included on the following pages are the RFP price forms:
  - Price Form A-1 – Arbitrage Services (City)
  - Price Form A-2 – Arbitrage Services (Successor Agency)
  - Price Form B-1 – Continuing Disclosure Services (City)
  - Price Form B-2 – Continuing Disclosure Services (Successor Agency)
- ii. The costs listed on the following price forms include all costs to be charged to the City to perform the Scope of Services based upon current reporting requirements.

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**PRICE FORM-A1  
ARBITRAGE SERVICES  
(CITY)**

Willdan Financial Services

(Respondent's Company Name)

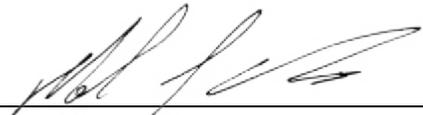
Provide the maximum costs on an annual basis per the Scope of Services requirements. Attach a list any optional items that may help to reduce the maximum costs.

Year	Arbitrage Services (City)	Rate
1	Maximum Costs-Annually	\$5,040
2	Maximum Costs-Annually	\$5,040
3	Maximum Costs-Annually	\$5,040
4	Maximum Costs-Annually	\$5,040
5	Maximum Costs-Annually	\$5,040
<b>Total</b>	<b>Maximum Costs-5-year Total (add above lines)</b>	<b>\$25,200</b>

Provide rates for tasks, services, and hourly rates related to Scope of Services requirements for additional as-needed services. Alternatively, you may attach your standardized rate sheets.

Tasks	Description	Rate
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

**Submitted by:**

Signature:   
 Name/Title Mark Risco, President & CEO  
 Date: 9/15/2021

**Request for Proposals  
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for Continuing Disclosure and Arbitrage Calculation Services**

**PRICE FORM-A2  
ARBITRAGE SERVICES  
(SUCCESSOR AGENCY)**

Willdan Financial Services

(Respondent's Company Name)

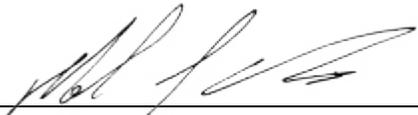
Provide the maximum costs on an annual basis per the Scope of Services requirements. Attach a list any optional items that may help to reduce the maximum costs.

<b>Year</b>	<b>Arbitrage Services (SUCCESSOR AGENCY)</b>	<b>Rate</b>
1	Maximum Costs-Annually	\$5,040
2	Maximum Costs-Annually	\$5,040
3	Maximum Costs-Annually	\$5,040
4	Maximum Costs-Annually	\$5,040
5	Maximum Costs-Annually	\$5,040
<b>Total</b>	<b>Maximum Costs-5-year Total (add above lines)</b>	<b>\$25,200</b>

Provide rates for tasks, services, and hourly rates related to Scope of Services requirements for additional as-needed services. Alternatively, you may attach your standardized rate sheets.

<b>Tasks</b>	<b>Description</b>	<b>Rate</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

**Submitted by:**

Signature:   
 Name/Title Mark Risco, President & CEO  
 Date: 9/15/2021

**Request for Proposals  
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for Continuing Disclosure and Arbitrage Calculation Services**

**PRICE FORM-B1  
DISCLOSURE SERVICES  
(CITY)**

Willdan Financial Services

(Respondent's Company Name)

Provide the maximum costs on an annual basis per the Scope of Services requirements. Attach a list any optional items that may help to reduce the maximum costs.

<b>Year</b>	<b>Disclosure Services (City)</b>	<b>Rate</b>
1	Maximum Costs-Annually	\$7,450
2	Maximum Costs-Annually	\$7,450
3	Maximum Costs-Annually	\$7,450
4	Maximum Costs-Annually	\$7,450
5	Maximum Costs-Annually	\$7,450
<b>Total</b>	<b>Maximum Costs-5-year Total (add above lines)</b>	<b>\$37,250</b>

Provide rates for tasks, services, and hourly rates related to Scope of Services requirements for additional as-needed services. Alternatively, you may attach your standardized rate sheets.

<b>Tasks</b>	<b>Description</b>	<b>Rate</b>
1	Notice of Occurrence of Listed Event	\$250
2	Supplemental Reports	\$450
3	Third Party Expenses	At cost plus 10%
4		
5		
6		
7		
8		
9		
10		

**Submitted by:**

Signature: \_\_\_\_\_

Name/Title Mark Risco, President & CEO

Date: 9/15/2021

**Request for Proposals  
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for Continuing Disclosure and Arbitrage Calculation Services**

**PRICE FORM-B2  
DISCLOSURE SERVICES  
(SUCCESSOR AGENCY)**

Willdan Financial Services

(Respondent's Company Name)

Provide the maximum costs on an annual basis per the Scope of Services requirements. Attach a list any optional items that may help to reduce the maximum costs.

<b>Year</b>	<b>Disclosure Services (SUCCESSOR AGENCY)</b>	<b>Rate</b>
1	Maximum Costs-Annually	\$6,900
2	Maximum Costs-Annually	\$6,900
3	Maximum Costs-Annually	\$6,900
4	Maximum Costs-Annually	\$6,900
5	Maximum Costs-Annually	\$6,900
<b>Total</b>	<b>Maximum Costs-5-year Total (add above lines)</b>	<b>\$34,500</b>

Provide rates for tasks, services, and hourly rates related to Scope of Services requirements for additional as-needed services. Alternatively, you may attach your standardized rate sheets.

<b>Tasks</b>	<b>Description</b>	<b>Rate</b>
1	Notice of Occurrence of Listed Event	\$250
2	Supplemental Reports	\$450
3	Third Party Expenses	At cost plus 10%
4		
5		
6		
7		
8		
9		
10		

**Submitted by:**

Signature: \_\_\_\_\_

Name/Title Mark Risco, President & CEO

Date: 9/15/2021

iii. Included below are pricing tables for future debt issuances and Willdan’s hourly rate table.

**Continuing Disclosure**

Disclosure Services	Fee
Engagement Fee for New Issues	\$250 per Issue
Base Annual Report Fee	
Revenue Bonds	\$1,250
Community Facilities District Bonds	\$1,250
Tax Allocation Bonds	\$1,850
Annual Dissemination per Report	\$100
Incremental Fee per Parity Issue	\$450
Supplemental/Amended Reports	\$250 per Report
Notice of Occurrence of Listed Events	\$250 per Notice
Annual Third-Party Expenses	At Cost plus 10%
CDIAC Report Preparation and Filing	
CDIAC Yearly Status Report (due annually in October)	\$300 per Report
CDIAC Yearly Transparency Report (due annually in January) (while proceeds are outstanding)	\$950 per Report
CDIAC Yearly Transparency Report (due annually in January) (once proceeds are fully expended)	\$250 per Report

### Arbitrage Calculation

The nature and complexity of each bond issue, the frequency of computation, and the transparency of the transactional data, determines the extent to which the following specialized services will apply:

Arbitrage Services	Fee
<b>Engagement Fee.</b> One-time fee charged for newly contracted issues.	\$500
<b>Base Fee.</b> Annual report.	\$1,000 - \$1,500
<b>Base Fee.</b> Installment report.	\$2,000
<b>Data Analysis in Excess of 12 months.</b> Arbitrage analysis for periods greater than one year will be charged an extra fee for each additional bond year analyzed.	\$250 per year
<b>Yield Restriction Computation.</b> If we determine that a yield reduction payment is due on yield restricted nonpurpose investments, an additional fee will be charged to analyze and determine the yield reduction payment due.	\$500 per fund
<b>Spending Exception Analysis.</b> The Regulations offer a few exceptions to the arbitrage rebate rules if the proceeds of a bond issue are spent within a specific time frame.	\$500 per period
<b>Commingled Funds Analysis.</b> Clients providing data with commingled funds will incur an additional charge to uncommingle transactional data.	\$250 per fund
<b>Parity Reserve Allocation.</b> Bonds that have been issued on parity that require an allocation of the reserve fund.	\$250 per fund
<b>Transferred Proceeds Analysis.</b> The regulations require an additional level of analysis for proceeds of Refunding and Refunded bonds.	\$250 per fund
<b>Non-Bona Fide Debt Service Fund.</b> Our base fee assumes that the Bond Fund, as defined in the bond documents, meets the bona fide debt service fund exemption to rebate. If this fund fails to qualify for this exemption, an additional fee will be charged to analyze the investment activity.	\$500 per fund
<b>Request for Refund of Overpayment</b>	\$150 per hour
<b>IRS Audit Assistance</b>	\$150 per hour
<b>Online Compliance Management System</b>	No Charge
<b>Preparation of IRS Form 8038T (Payment)</b>	No Charge

### Hourly Rates

Additional authorized services will be billed at Willdan’s then-current hourly consulting rates. Our current hourly rates are presented below.

Title	Hourly Rate
Principal Engineer	\$ 210
Group Manager	200
Assistant Director	200
Principal Consultant	200
Senior Project Manager	165
Project Manager	145
Senior Project Analyst	130
Senior Analyst	120
Analyst	100
Analyst Assistant	75
Property Owner Services Representative	55
Support Staff	50

## 5. Forms Section

The standard forms requested in the RFP, listed below, are included on the following pages.

1. Standard Form A - References Form
2. Standard Form B – Subcontractors List-Standard Form
3. Standard Form C – Statement of Compliance or Exceptions Form
4. Standard Form D – Status of Past and Present Contracts Form
5. Standard Form E – Insurance Commitment Form
6. Standard Form G – Firm Offer Form

Standard Form F – Respondent Qualifications Response Form is included in the Qualifications Section above.

Price Forms A-1, A-2, B-1, and B-2 are included in the Cost Section above.

**Request for Proposals  
RFP # 2021.08.19.001  
for Continuing Disclosure and Arbitrage Calculation Services  
STANDARD FORM A  
REFERENCES FORM**

Willdan Financial Services

(Respondent'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 Respondent from further consideration.**

1. Company Name	City of Murrieta
Address, City, State, Zip	1 Town Square, Murrieta, CA 92562
Contact's Name & Title	Mr. Javier Carcamo, Director of Finance
Contact's Phone #	(951) 461-6090
Contact's Email	jcarcamo@MurrietaCA.gov
Project	Continuing Disclosure and Arbitrage Calculation Services
Completion Date & Value	Ongoing, Value is proprietary, not to be distributed
2. Company Name	City of Indian Wells
Address, City, State, Zip	44-950 Eldorado Drive, Indian Wells, CA 92210
Contact's Name & Title	Mr. Kevin McCarthy, Finance Director
Contact's Phone #	(760) 776-0235
Contact's Email	kmccarthy@indianwells.com
Project	Continuing Disclosure and Arbitrage Calculation Services
Completion Date & Value	Ongoing, Value is proprietary, not to be distributed
3. Company Name	City of Perris
Address, City, State, Zip	101 North "D" Street, Perris, CA 92570
Contact's Name & Title	Mr. Ernest Reyna, CPA, Finance Director
Contact's Phone #	(951) 943-4610 ext. 244
Contact's Email	ereyna@cityofperris.org
Project	Continuing Disclosure and Arbitrage Calculation Services
Completion Date & Value	Ongoing, Value is proprietary, not to be distributed
4. Company Name	City of Rancho Mirage
Address, City, State, Zip	69-825 Highway 11, Rancho Mirage, CA 92270
Contact's Name & Title	Mr. Kofi Antobam, Director of Administrative Services
Contact's Phone #	(760) 324-4511
Contact's Email	kofia@RanchoMirageCA.gov
Project	Continuing Disclosure and Arbitrage Calculation Services
Completion Date & Value	Ongoing, Value is proprietary, not to be distributed

Duplicate this form as necessary.

**Request for Proposals  
RFP # 2021.08.19.001  
for Continuing Disclosure and Arbitrage Calculation Services  
STANDARD FORM B  
SUBCONTRACTORS LIST-STANDARD FORM**

Willdan Financial Services  
(Respondent's Company Name)

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Provide information requested below.

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	

Duplicate this form as necessary to complete list.

**Request for Proposals  
RFP # 2021.08.19.001  
for Continuing Disclosure and Arbitrage Calculation Services  
STANDARD FORM C  
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.

Willdan Financial Services  
(Respondent's Company Name)

**Select one:**

**X No Exceptions**

By checking the above box, Respondent declares its Proposal was prepared in strict compliance with the instructions, conditions, and terms of the Solicitation, Scope of Services, and Agreement.

**With Exceptions**

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

Section Page #	Term, Condition, Specification	Exception & Benefit to City	*City Response
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\*City will respond to each exception with A)accepted or D)enied response.

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

Signature: 

Name/Title Mark Risco, President & CEO

Date: 9/15/2021

**Request for Proposals**  
**RFP # 2021.08.19.001**  
**for Continuing Disclosure and Arbitrage Calculation Services**  
**STANDARD FORM D**  
**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.

Willdan Financial Services

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(Respondent's Company Name)

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

By checking the above box, Respondent declares that the Respondent 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, Respondent declares that the Respondent 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, **Respondent must provide a list for all such contracts** and include: Contract Title, Contract Value, Termination Date, Company Name, Contact Name, Phone Number, and Reason for the Terminations, Settlements, or Legal Actions.

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

Signature: \_\_\_\_\_



Name/Title Mark Risco, President & CEO

Date: 9/15/2021

**Request for Proposals**  
**RFP # 2021.08.19.001**  
**for Continuing Disclosure and Arbitrage Calculation Services**  
**STANDARD FORM E**  
**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.

Willdan Financial Services

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(Respondent's Company Name)

***Respondent 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.

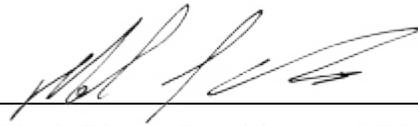
City's acceptance and/or approval of Respondent's insurance documents does not and shall not be construed to relieve Respondent of any obligations, responsibilities or liabilities under any resulting Contract.

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

Respondent will be required to acquire required insurance set forth in the Insurance Requirements section of the Agreement.

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

Signature: \_\_\_\_\_



Name/Title Mark Risco, President & CEO

Date: 9/15/2021

**Request for Proposals  
RFP # 2021.08.19.001  
for Continuing Disclosure and Arbitrage Calculation Services  
STANDARD FORM G  
FIRM OFFER FORM**

Willdan Financial Services

(Respondent's Company Name)

**FIRM OFFER made by Consultant 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 of Services/Work, all attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in the Offer Form. Further, I understand that no contract exists unless City accepts this Proposal by executing the attached Agreement.

Business Name: Willdan Financial Services

Business Address: 27368 Via Industria, Suite 200, Temecula, CA 92590

Federal ID#: 33-0302345

If any work is a Public Works

**Business Type 2**

(Consultant enter a number)

Contractor Lic#:

1. Individual/Sole Proprietor or Single-Member LLC; 2. C Corporation;  
3. S Corporation; 4. Partnership; 5. Trust/Estate; 6. Limited Liability Co.

DIR#:

By:



Name Mark Risco

Title President & CEO

Email mrisco@willdan.com

Date Signed: 9/15/2021\_\_\_\_\_

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

By:



Name Rebekah Smith

Title Assistant Secretary

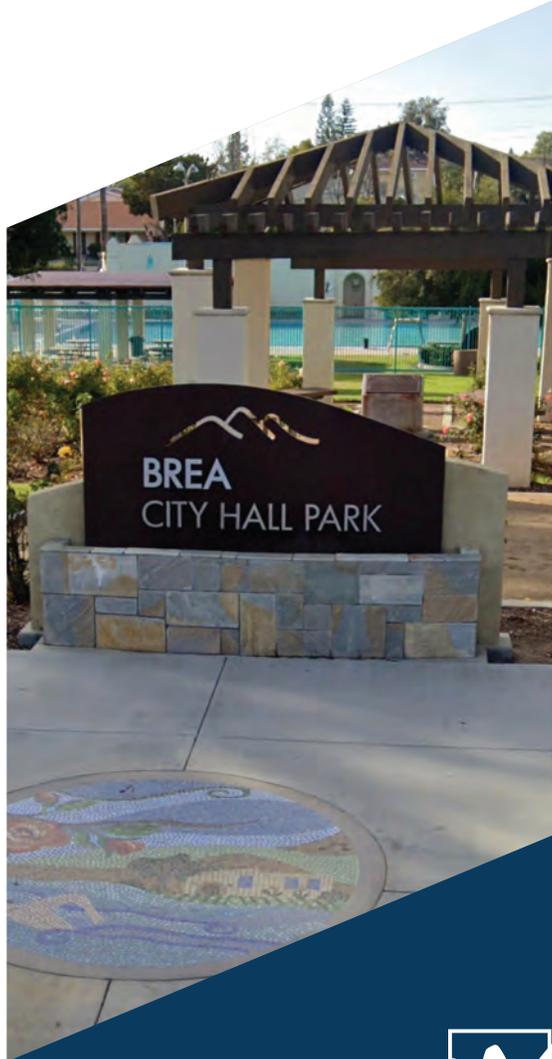
Email rsmith@willdan.com

Date Signed: 9/15/2021\_\_\_\_\_

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

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

[Limited Liability Companies: 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

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**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/07/2021

**SUBJECT:** Award of Maintenance Agreement for Traffic Signals and Controllers throughout the City of Brea

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**RECOMMENDATION**

Award Annual Traffic Signal Maintenance Agreement

**BACKGROUND/DISCUSSION**

City of Brea currently has 54 signalized intersections throughout the City. Maintenance of these signals requires specialized training and equipment, which Public Works Department is not equipped to handle. Specifications for this contract call for extraordinary maintenance and repair of traffic signals, as well as a precise preventive maintenance schedule, which will help protect the City from any liability exposure. Preventive maintenance includes monthly inspection of intersection signals, pedestrian crossings, and internal and external equipment operations. Extraordinary maintenance includes signal malfunctions, emergency response, damaged lights and poles, and equipment repairs or replacement.

The current maintenance agreement is with Econolite Systems, who has provided signal maintenance for the City of Brea for over 15 years. The City of Brea currently pays \$3,116.25 per month for routine maintenance. Their contract is set to expire on December 31, 2021.

On October 21, 2021, a Request for Proposal (RFP) was posted to Ciplist.com. An RFP process was used in order to select a contractor based on additional qualifications, such as: ability to perform the work in a safe and timely manner, quality of crews and equipment, past experience and ability to respond to as-needed emergency work.

Four contractors responded to the RFP on November 2, 2021. Proposals were reviewed by staff to determine their capabilities of furnishing employees and equipment necessary to perform the work at a competitive price, meet City of Brea's requirements for high-quality work, and responsiveness to production goals. After review of the proposals and pricing, staff ranked the proposals as follows:

	<b><u>Routine</u></b>
Econolite Systems	\$3,070.00
Yunex Traffic	\$3,095.00
Bear Electrical	\$3,610.00
CrossTown Electrical & Data	\$3,352.00

Staff found that all four contractors are capable of performing this service. However, staff feels that Econolite Systems pricing is the most cost-effective for the needs of the City, and their references with other agencies were outstanding. In addition, Econolite has proven to be an exceptional service provider to City of Brea for the past 15 years and their staff is familiar with the City's signal system. Econolite Systems has provided quick responses to the City of Brea in the past on correcting timing issues and replacing damaged signal poles or traffic control equipment when needed. Tracking the repairs made to our signalized intersections is efficiently done through an online maintenance management module. For these reasons, staff recommends awarding the contract to Econolite Systems for the maintenance of traffic signals and controls at locations throughout the City.

**COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee reviewed staff's recommendation at their meeting on November 30, 2021, and recommended for Council approval.

**FISCAL IMPACT/SUMMARY**

Public Works Street Division budgets \$115,000 per year for this service. No additional appropriation is needed. The terms of the Agreement is for 1 year, with an option to renew annually for an additional 4 years.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
 Prepared by: Will Wenz, Maintenance Superintendent  
 Concurrence: Michael Ho, Acting Public Works Director

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**Attachments**

Econolite Signal Maintenance Agreement

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## AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That the following agreement is made and entered into, in duplicate, as of the date executed by the City Clerk and the Mayor, by and between **ECONOLITE SYSTEMS** hereinafter referred to as the "CONTRACTOR" and the City of Brea, California, hereinafter referred to as "CITY".

WHEREAS, pursuant to a Request for Proposals, a proposal was received, Reviewed by Committee, and declared on the date specified in said requests; and

WHEREAS, City did accept the bid of Contractor  
and;

WHEREAS, City has authorized the City Clerk and Mayor to enter into a written contract with Contractor for furnishing labor, equipment, and material for the performance of **Traffic Signal Maintenance Throughout The City of Brea.**

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the performance of **Traffic Signal Maintenance Throughout The City of Brea.**

Said work to be performed in accordance with general provisions, specifications and standards on file in the office of the Director of Maintenance Services and in accordance with bid prices hereinafter mentioned and in accordance with the instruction of the Director of Maintenance Services for a period commencing

**01/01/2022 – 12/31/2022**

The prices quoted with the bid shall be in effect for one year, at which time the agreement will be subject to review. The City and contractor shall have the option of extending the term of the agreement, by mutual consent of the parties, four (4) times for periods of one year each. Should the agreement be extended, the contract prices shall be adjusted as set forth in paragraph 14 hereof.

2. **INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY:**  
The aforesaid general provisions, specifications and standards are incorporated herein by reference hereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, together with this written agreement, shall constitute the contract between the parties. This contract is intended to require complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the Contractor whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this written agreement shall control.

3. TERMS OF CONTRACT:

A. The undersigned bidder agrees to execute the contract within ten (10) working days from the date of notice of award of the contract or upon notice by City after ten (10) working days.

B. The CONTRACTOR, while fulfilling the terms of this Contract, is performing as a representative of CITY and shall provide exceptional Customer Care. Any negative contact with staff, residents/citizens, businesses, visitors or other contractors shall be reported by CONTRACTOR immediately to CITY. CONTRACTOR'S management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONTRACTOR may agree in advance to a single person contact, a representative of the CITY or CONTRACTOR, for the investigation and response to complaints.

4. INSURANCE: The Contractor shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Compensation Insurance: Before beginning work, the Contractor shall furnish to the Director of Maintenance Services a certificate of insurance as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents.

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. Contractor, prior to commencing work, shall sign and file with the City a certification as follows:

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

b. For all operations of the Contractor or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) – for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the Contractor in the performance of this Agreement – – or – – :

(2) (Alternative to Commercial General Liability) – Comprehensive, broad form General Public Liability (occurrence) – for bodily injury, death and property damage arising out of any activities undertaken by Contractor in the performance of this Agreement.

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

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

(5) Other required insurance, endorsements or exclusions as required by the plans and specifications.

(6) The policies of insurance required in this Section b shall have no less than the following limits of coverage:

(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$2,000,000 (Two Million Dollars) for property damage;

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

c. Each such policy of insurance required in paragraph b shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by City;

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

(3) Name as additional insured the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under said policy;

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

(6) Contain a clause substantially in the following words:

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

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

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insured; and

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

(10) Otherwise be in form satisfactory to City.

d. Prior to commencing performance under this Agreement, the Contractor shall furnish the City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the City before Contractor commences performance. If performance of this Agreement shall extend beyond one (1) year, Contractor shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

5. **LABOR CODE COMPLIANCE:** CONTRACTOR acknowledges that the work required is a "public work" as defined in Labor Code Section 1720, et seq. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the CONTRACTOR is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. The applicable prevailing rates can be found on the following website: <http://www.dir.ca.gov/OPRL/pwd/>. For federal projects, Davis-Bacon requirements apply, and the appropriate wage determinations can be found in the project specifications. CONTRACTOR shall

ascertain all prevailing wages applicable to the Project and shall cause a copy of such wage determinations to be posted at the job site.

Pursuant to Labor Code § 1775, the Contractor shall forfeit, as penalty to City, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

6. APPRENTICESHIP EMPLOYMENT: In accordance with the provisions of Section 1777.5 of the Labor Code as amended by Chapter 971, Statutes of 1939, and in accordance with the regulations of the California Apprenticeship council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- a. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
- b. When the number of apprentices in training in the area exceeds a ratio of one to five, or
- c. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- d. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contribution to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and the Contractor and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

The Contractor shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of the contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

8. TRAVEL AND SUBSISTENCE PAY: Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

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

The Contractor will indemnify City against and will hold and save City harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of the Contractor, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of City, but excluding such actions, claims, damages to persons

or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City, and in connection therewith:

- a. The Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- b. The Contractor will promptly pay any judgment rendered against the Contractor or City covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the Contractor hereunder, and the Contractor agrees to save and hold the City harmless therefrom.
- c. In the event City is made a party to any action or proceeding filed or prosecuted against the Contractor for damages or other claims arising out of or in connection with the work, operation, or activities of the Contractor hereunder, the Contractor agrees to pay to City any and all costs and expenses incurred by City in such action or proceeding together with reasonable attorneys' fees.

So much of the money due to the Contractor under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damage as aforesaid.

10. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of Section 1735 of said Code.

11. CONTRACT RENEWAL NOTIFICATION: The contractor must request, in writing at least thirty (30) days prior to the end of each year of the contract, contractor desire to extend the agreement and the contractor's desire for an adjustment in the rates of compensation as set forth in paragraph 14 hereof.

12. NOTICES: All notices required or permitted here-under shall be deemed delivered to the party to whom notice is sent upon personal delivery thereof at the

addresses set forth upon which said notice is placed, postage pre-paid, in the United States mail and addressed as follows:

**CONTRACTOR:**

Econolite Systems  
1938 East Katella Ave  
Anaheim, CA 92867

**CITY:**

Will Wenz, Maintenance Superintendent  
City of Brea  
545 N Berry Street  
Brea, CA 92821

13. SUPERVISOR DESIGNATION: Contractor shall provide to City's Director of Maintenance Services, upon execution of this Agreement, the name of the individual employed by Contractor designated as the Contractor's primary representative for the supervision and prosecution of the work. Said designated person shall be available, upon 30 minutes notice, to respond personally or by telephone to requests for information or instructions concerning the prosecution of the work from City's authorized representatives.

14. EXTENSION OF TERM: During the second twelve (12) month period of the Agreement, the Base Sum per month is subject to a cost-of-living adjustment (Stepped Up Base). The cost-of-living adjustment shall be set at the beginning of the second period adjustment date) in the following manner: The Consumer Price Index for all Urban Consumers (base year 1967 = 100) for the Los Angeles-Long Beach-Anaheim area published by the United States Department of Labor, Bureau of Statistics (Index) which is published for the month immediately preceding the adjustment date (Adjustment Index) shall be compared to the Index which was published for the date immediately preceding the beginning of the first twelve (12) month period (Beginning Index). If the Adjustment Index has increased over the Beginning Index, the monthly payment shall be increased by the amount obtained by Multiplying the base sum by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index.

15. TERMINATION OR ABANDONMENT: This agreement may be terminated by City without cause, upon the giving of a written "Notice of Termination" to Contractor at least sixty (60) days prior to the termination date specified in said notice. Contractor may terminate this agreement only for cause.

16. ATTORNEYS' FEES: In The event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

17. CONTRACT PRICE AND PAYMENT: City shall pay to the Contractor for furnishing material and doing the prescribed work the unit price set forth in accordance with the Contractor's proposal dated November 2, 2021. The initial annual contract will be a not-to-exceed amount of \$115,000.00.

18. IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CONTRACTOR:

State of California  
Contractor's License No. 969067

\_\_\_\_\_  
Date: 11/18/2021

By:  CHRISTOPHER J. HANSON  
Title OPERATIONS MANAGER

CITY OF BREA, CALIFORNIA

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

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Contractor's Business Phone: 714-666-2295

Emergency Phone at which Contractor can be reached  
at any time: 1-800-411-0001

**SECTION VI**

**BID SCHEDULES**

Econolite Systems, Inc.  
**Company**  
1250 N. Tustin Avenue, Anaheim, CA 92807  
**Address**  
(714) 630-3700  
**Telephone Number**  
(714) 630-1973  
**Fax Number**  
(800) 225-6480  
**Emergency Telephone Number**  
969067  
**State License Number**

City of Brea  
Brea Civic & Cultural Center  
Number One Civic Center Circle  
Brea, California 92821

Gentlemen & Ladies:

The undersigned declares that they have carefully examined the location of the proposed work, that he has examined plans, profiles, and specifications for TRAFFIC SIGNAL MAINTENANCE THROUGHOUT THE CITY OF BREA and read the accompanying proposal requirements, and hereby proposes to furnish all materials and do all work required to complete the said and special provisions for the unit or lump sum price set forth in the Schedule of Work Items.

**Traffic Signal Maintenance Throughout the City of Brea RFP**  
**CITY OF BREA**  
**October 2021**

**SCHEDULE OF WORK ITEMS**

Note: Approximate equivalent or quantities on work are estimated.

**PRICES TO BE IN EFFECT THROUGH DECEMBER 2022**

**Traffic Signal Maintenance  
SCHEDULE OF WORK ITEMS**

1. Routine Maintenance:		
a. Each signalized intersection per month	\$	54.33
b. Each mast arm mounted flashing beacon per month	\$	27.17
2. Extraordinary Maintenance:		
a. Replacement of standard circular detector loops including Sawcut lead-in and cable splicing. (Type EW / Hot Melt)		
(Less than 5)	\$	691.05
(5 or More)	\$	478.41
b. Replace Walkman/Hand Pedestrian Signal to LED modules.	\$	283.61
c. Painting of pedestrian heads and signal heads including frameworks Per signalized intersection, excluding controller and electric service Cabinets.		
(Pedestrian Head)	\$	63.04
(Signal Head)	\$	94.57
d. Painting of traffic signal controller cabinet and Type II electric Service cabinet per signalized intersection	\$	558.21
e. Painting of traffic signal controller cabinet and Type III electric Service cabinet per signalized intersection	\$	586.32
f. Complete testing of traffic signal controller cabinets including All internal equipment and written certification.	\$	969.37
g. Materials and Parts: Paid price (from suppliers invoice) plus 15% markup.		
h. Conflict monitor test: 4 or more at a time (Normal hours).	\$	90.87

**Traffic Signal Maintenance Throughout the City of Brea RFP**  
**CITY OF BREA**  
**October 2021**

**LABOR AND EQUIPMENT SCHEDULES \***

<b>A. <u>Adjusted Labor Schedule</u></b>	<b>HOURLY RATES</b>		
	<b><u>Straight Time</u></b>	<b><u>Overtime Rate</u></b>	<b><u>Double Time</u></b>
a. Operations Superintendent (I.M.S.A. Level III)	<u>\$60.00</u>	<u>\$90.00</u>	<u>\$120.00</u>
b. Engineering Technician (I.M.S.A. Level II)	<u>\$112.00</u>	<u>\$168.00</u>	<u>\$217.35</u>
c. Lead person (I.M.S.S. Level II)	<u>\$112.00</u>	<u>\$168.00</u>	<u>\$217.35</u>
d. Traffic Signal Technician -Field (I.M.S.A. Level III)	<u>\$115.00</u>	<u>\$172.50</u>	<u>\$230.00</u>
e. Traffic Signal Technician -Lab (I.M.S.A. Level III)	<u>\$110.00</u>	<u>\$166.00</u>	<u>\$213.35</u>
f. Traffic Signal person (I.M.S.A. Level II)	<u>\$112.00</u>	<u>\$168.00</u>	<u>\$217.35</u>
g. Traffic Signal person Apprentice (I.M.S.A. Level I)	<u>\$90.00</u>	<u>\$135.79</u>	<u>\$171.86</u>
h. Traffic Signal Laborer (I.M.S.A. Level I)	<u>\$90.00</u>	<u>\$135.79</u>	<u>\$171.86</u>
<b>B. <u>Equipment Schedule</u></b>	<b><u>Per Hour</u></b>	<b><u>Per Day</u></b>	
a. Pickup Truck	<u>\$5.00</u>	<u>\$40.00</u>	
b. Service Ladder Truck (service/ construction truck)	<u>\$36.00</u>	<u>\$288.00</u>	
c. Boom Truck (crane truck)	<u>\$87.00</u>	<u>\$696.00</u>	
d. Saw Truck	<u>N/A</u>	<u>N/A</u>	
e. Compressor and Tools	<u>\$4.00</u>	<u>\$32.00</u>	
f. Hydraulic Man-Lift (bucket truck)	<u>\$36.00</u>	<u>\$288.00</u>	

Note: Any equipment used but not on the above list will be at the local prevailing rate schedule.

C. Percentage for Overhead and Profit 10 %

\* All labor and equipment rates are portal to portal.

**Traffic Signal Maintenance Throughout the City of Brea RFP**  
**CITY OF BREA**  
**October 2021**

**SCHEDULE OF WORK ITEMS**

<b>ITEM</b>	<b>QUANTITY</b>	<b>DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS</b>	<b>MONTHLY AMOUNT IN FIGURES</b>
1.	1	Bid price per signalized Intersection (54 Locations) TOTAL MONTHLY UNIT PRICE WRITTEN IN WORDS	
		\$ <u>Two-thousand, nine-hundred and thirty-three dollars and eighty-two cents</u>	\$ <u>2,933.82</u>
2.	1	Bid price per flashing beacon location(5 Locations) TOTAL MONTHLY UNIT PRICE WRITTEN IN WORDS	
		\$ <u>One-hundred, thirty-five dollars and eighty-five cents</u>	\$ <u>135.85</u>
		<b>TOTAL MONTHLY AMOUNT FOR ITEMS ONE AND TWO ABOVE WRITTEN IN WORDS</b>	
		\$ <u>Three-thousand and sixty-nine dollars and sixty-seven cents</u>	\$ <u>3,069.67</u>

City of Brea

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**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/07/2021

**SUBJECT:** Amendment to the Position Allocation List - Add a Full-time Administrative Clerk Position in the Human Resources Division

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**RECOMMENDATION**

Approve the Resolution amending the Position Allocation List to add a full-time Administrative Clerk I/II position in the Human Resources Division.

**BACKGROUND/DISCUSSION**

The Human Resources Division currently has five approved positions on the Position Allocation List (HR Manager, Sr. HR Analyst, HR Analyst I/II, HR Technician, and Administrative Clerk I/II). Historically, the division had two approved HR Technician positions for a total of six approved positions. However, in 2016 the Human Resources Division was asked to hold vacant one of the two budgeted HR Technician positions in order to deal with fiscal challenges facing the organization at the time. The position was never filled after 2016. With some creativity and improved management of the operation, the duties of that position were absorbed by the division. It was not ideal, but the Human Resources Division made it work for some time. The current request is to restore previous staffing levels and add another Administrative Clerk I/II position for a total of six approved classifications in the Position Allocation list.

The arrival of the COVID-19 pandemic in 2020 significantly impacted the day-to-day operations of the division and affected the ability to serve internal and external customers. Specifically, the last 18 months have required that Human Resources personnel adapt to a changing regulatory landscape and also to the ways in which daily business is conducted. Staff had to become experts in public health matters in an effort to protect the welfare of employees and minimize the spread of COVID-19 in the workplace. The division created a rapid response team responsible for COVID-19 contact tracing matters and for a few months also borrowed a staff member from Community Services Department to help with COVID-19 contact tracing. In addition, during this time, Brea has experienced an increase in retirements and/or separations which in turn has led to more demand for recruitment services. As an organization, Brea is facing similar challenges that other public sector employers are facing including a shortage of qualified candidates and a spike in employee retirements.

The Human Resources Division was also directly impacted by the impacts of COVID-19 and staffing challenges. The division experienced the retirement of one senior staff member and the promotion of two other team members to other City departments. As a result of this transition and increased vacancies in the organization, the City Manager recognized the need for additional staffing support to the division and authorized the hiring of an additional Administrative Clerk I/II

on a limited basis to support the COVID-19 response. Existing department salary savings are being used and limited the hiring to 12 months pending formal City Council authorization to amend the Position Allocation List.

In general, the Administrative Clerk I/II position in the Human Resources Division performs a wide variety of general clerical and administrative duties; maintains records; types reports, memorandums, correspondence, and other documents; may perform specialized administrative support duties for a division; and perform other related duties, as assigned. This position will be assigned as the primary contact for COVID-19 related matters and will be handling the ongoing need for contact tracing in order to be in compliance with all Cal/OSHA and Public Health COVID-19 regulations and/or health orders.

It is anticipated that by assigning one dedicated staff member with the primary responsibility for all things COVID-19 related, it will allow other Human Resources personnel to focus on critical tasks to minimize delays to operations. In the next year, HR plans to evaluate the long term needs of the division and to assess the specific need for either another HR Technician or consider adding an HR Specialist position that could serve as a promotional stepping stone for Administrative Clerks. It is also possible that it would be determined that keeping two Administrative Clerk I/II positions is sufficient to address the operational needs of the division.

The current and proposed staff levels for the Human Resources Division are as follows:

	<b>Current Allocation</b>	<b>Proposed Allocation</b>
Human Resources Manager	1	1
Senior Human Resources Analyst	1	1
Human Resources Analyst I/II	1	1
Human Resources Technician	1	1
Administrative Clerk I/II	1	2
<b>Total</b>	<b>5</b>	<b>6</b>

**COMMISSION/COMMITTEE RECOMMENDATION**

This request was reviewed by the Finance Committee on November 30, 2021, and the committee recommended that the full City Council consider the matter during Study Session prior to approval.

**FISCAL IMPACT/SUMMARY**

The addition of a new full-time Administrative Clerk I/II position would cost approximately \$72,707 annually with the fiscal impact to the City’s General Fund (110) for the remainder of the current fiscal year being approximately \$43,345. Due to vacancy savings realized in the current fiscal year, this increase can be absorbed in the Human Resources Division General Fund (110) budget for FY 2021-22. However, the additional costs will need to be programmed into future budgets. No additional budget appropriation is needed at this time.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Mario E. Maldonado, Human Resources Manager

Concurrence: Cindy Russell, Administrative Services Director

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**Attachments**

Resolution - HR Position Allocation List

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**RESOLUTION NO. 2021-074**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA  
AMENDING THE POSITION ALLOCATION LIST TO ADD AN  
ADMINISTRATIVE CLERK I/II POSITION IN THE HUMAN RESOURCES  
DIVISION.**

**A. RECITALS:**

(i) Section 2.08 of the Brea Municipal Code provides that the City Council share prepare, revise and maintain a position classification plan covering all positions within the classified services, including employment standards and qualifications for each classification.

(ii) The Brea Municipal Code provides that the City Council shall approve a plan of compensation directly correlated to the position classification plan and a rate or range of pay for each classification.

(iii) It is necessary, from time to time, to review and adjust the classification and compensation plan to reflect the changing organizational responsibilities of the City and to ensure the efficient economical operation of the various City departments.

(iv) In order to most effectively implement and monitor the position classification plan, it is necessary, from time to time, to amend the Position Allocation List which specifies the actual number and distribution of authorized positions within the City.

**B. RESOLUTION:**

NOW THEREFORE, it is found, determined and resolved by the City Council of the City of Brea to:

- (i) Amend the Position Allocation List for FY 2021/2022 to add one full-time Administrative Clerk I/II position in the Human Resources Division of the Administrative Services Development Department.

APPROVED AND ADOPTED this 7<sup>th</sup> day of December 2021.

\_\_\_\_\_  
Mayor

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

**RESO NO. 2021-074**  
December 7, 2021

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 7th day of December 2021 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

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

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

City of Brea

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**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/07/2021

**SUBJECT:** State and Local Government National Class Action Opioid Lawsuit Settlement

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**RECOMMENDATION**

Adopt Resolution No. 2021-075 to authorize the City Manager to sign agreements, and take any other necessary or appropriate actions, for the City to participate in the settlement of a state and local government national class action lawsuit against opioid distributors McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively, "Distributors"), and against opioid manufacturers Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, "Janssen").

**BACKGROUND/DISCUSSION**

National Opioid Litigation

Between 2017 and 2020, the State of California, 51 of 58 California counties, and approximately 28 California municipalities filed lawsuits against opioid manufacturers and distributors seeking to abate the opioid crisis. Similar lawsuits were filed by almost all other states and many cities and local governments within those states. These lawsuits were consolidated into one lawsuit in the federal district court for the Northern District of Ohio. The court converted the consolidated lawsuits into a class action lawsuit with the Plaintiff's Class consisting of all state and local governments. As a result, the City of Brea is a plaintiff in the lawsuit although the City is not required to pay any attorney fees or litigation costs. The court appointed a group of 30 attorneys representing state and local governments to serve as an executive committee to control the litigation on behalf of the plaintiffs and, if possible, negotiate a settlement.

Nationwide settlements are now being proposed to resolve opioid litigation brought by state and local governments against the three largest pharmaceutical distributors: McKesson, Cardinal Health, and AmerisourceBergen. Additionally, nationwide settlements are now being proposed to resolve opioid litigation brought by state and local governments against opioid manufacturers Johnson & Johnson, Janssen Pharmaceuticals, Ortho-McNeil-Janssen Pharmaceuticals, and Janssen Pharmaceutica.

Key Terms of National Settlement Agreements:

The proposed national Settlement Agreements will provide substantial funds to states and eligible local governments (any county or municipality above 10,000 in population) for abatement of the opioid epidemic across the country, and will impose transformative changes in the way the

settling defendants conduct their business. The key settlement terms are as follows:

- Distributors will pay a maximum of \$21 billion over 18 years.
- Janssen will pay a maximum of \$5 billion over no more than nine years.
- Of this potential \$26 billion approximately \$22.8 billion in settlement proceeds are payable to state and local governments.
- Based on the allocation formula for the states, the maximum amount California will receive will be approximately \$2,263,923,602 with \$339,538,340 being retained by the state and \$1,924,335,342 being allocated to counties and municipalities.
- The settlement proceeds to be paid to state and local governments will be in proportion to the number of state and local governments that approve the settlement.
- Of the funds going directly to participating state and local governments, at least 85% must be used for abatement of the opioid epidemic.
- The settlements allow for a broad range of approved uses by state and local governments to abate the opioid epidemic. A list of approved uses (Exhibit E of the Settlement Agreements) is set forth in Attachment B to this staff report.
- Distributors and Janssen will be required to change certain conduct to better protect the nation's health and welfare.
  - Distributors will create a groundbreaking clearinghouse to account not only for their own opioid shipments, but also the opioid shipments of other firms, in order to detect, stop, and report suspicious opioids orders.
  - Janssen (which ceased marketing opioids in 2015 and ceased selling opioids in 2020) will not market or sell any opioid products in the next 10 years and will cease lobbying concerning prescription opioids for 10 years.
  - Janssen will make the clinical trial data for its discontinued opioids available for medical research.

#### Key Terms of California Allocation Agreements:

- The Settlement Agreements allot a certain amount of money to California to be allocated between the state and eligible local governments. That amount will be divided pursuant to Allocation Agreements as follows:
  - 15% to a State Fund;
  - 70% to local governments in an Abatement Accounts Fund; and
  - 15% to litigating local governments in a Subdivision Fund.
- The Settlement Agreements and the Allocation Agreements require that the money in the Abatement Accounts Fund must be spent on remediation with no less than 50% of each local government's allocation in each calendar year spent on one or more of the following High Impact Abatement Activities:
  - The provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program.
  - Creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure.
  - Addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD.
  - Diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction.
  - Interventions to prevent drug addiction in vulnerable youth.
- Money in the Abatement Accounts Fund will be divided according to an allocation model

developed in connection with the proposed negotiating class in the national class action opioid lawsuit. The percentage from the Abatement Accounts Fund allocated to each eligible local government is set forth in Appendix 1 to each Allocation Agreement.

- An eligible local government's share of the Abatement Accounts Fund is a product of the total in the Abatement Accounts Fund multiplied by the local government's percentage set forth in Appendix 1 (the "Local Allocation"). The City's abatement percentage is .086% and weighted allocation percentage is .0708897%.
- A municipality that is an eligible local government will be allocated its Local Allocation only when it becomes a participating subdivision by signing the Participation Agreements to the Settlement Agreements.
- The Local Allocation for a municipality that is a participating subdivision will be paid to the county in which it is located, rather than to the municipality, so long as: (a) the county is a participating subdivision, and (b) the municipality has not advised the settlement fund administrator that it requests direct payment at least 60 days prior to a payment date.
- Participating subdivisions may opt in or out of direct payments at any time by providing notice to the settlement fund administrator. If a municipality chooses to receive a direct payment, then it must then follow the use restrictions and satisfy the reporting requirements in the Allocation Agreements and Settlement Agreements.
- The Settlement Agreements and Allocation Agreements are available on-line at <https://oag.ca.gov/opioids>.

### Why Should a Municipality Sign On?

- This proposal is a product of years of litigation and years of settlement negotiations.
- Negotiators have put forward this deal because they believe it is the best deal to be had.
- Money is critical to addressing the opioid epidemic at this time.
- Litigation has real risk.
- Further insolvencies and bankruptcies of defendants are a real risk.
- Even if a municipality does not want to perform the reporting requirements or be subject to the use restrictions in the settlement, by signing on the county in which it is located gets money to combat the opioid epidemic.

### When is the Deadline for Participating?

January 2, 2022.

### **FISCAL IMPACT/SUMMARY**

The amount that the City may be allocated under the settlement is unknown at this time because it is contingent upon the amount that the State of California receives, which ultimately depends on the number of state and local governments that participate in the settlement. Once that amount is determined, staff will seek direction from the City Council on whether to have the City receive direct payments (which are subject to use restrictions and involve reporting requirements) or instead allow the City's allocation to be paid to the county.

### **RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Terence Boga, City Attorney

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**Attachments**

Resolution No. 2021-075

List of Remediation Uses (Exhibit E to the Settlement Agreements)

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## RESOLUTION NO. 2021-075

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING THE CITY'S PARTICIPATION IN THE NATIONAL STATE AND LOCAL GOVERNMENT CLASS ACTION OPIOID LAWSUIT SETTLEMENT WITH MCKESSON CORPORATION, CARDINAL HEALTH, AMERISOURCEBERGEN CORPORATION, JOHNSON & JOHNSON, JANSSEN PHARMACEUTICALS, ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, AND JANSSEN PHARMACEUTICA

#### A. RECITALS:

(i) The United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death. The State of California and California local governments spend billions of dollars each year to address the direct consequences of this crisis.

(ii) Since 2017, state and local governments in California and around the United States have been pursuing litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the "Opioid Defendants") in an effort to hold the Opioid Defendants financially responsible for the impact of and resources necessary to combat the opioid epidemic.

(iii) Negotiations to settle claims against several of the Opioid Defendants, specifically McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the "Settling Defendants") have been ongoing for several years.

(iv) Negotiations with the Settling Defendants have resulted in proposed nationwide settlements of state and local government claims to settle the litigation.

**Reso. No. 2021-075**  
December 7, 2021

(v) The terms of those proposed nationwide settlements have been set forth in the Distributors Master Settlement Agreement and the J&J Master Settlement Agreement (collectively “Settlement Agreements”) available for review on-line at <https://nationalopioidsettlement.com/>.

(vi) The Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in California including to the State of California and Participating Subdivisions upon occurrence of certain events as defined in the Settlement Agreements (“California Opioid Funds”).

(vii) California local governments as well as the attorneys representing those local governments have engaged in extensive discussions with the State Attorney General’s Office (“AGO”) as to how the California Opioid Funds will be allocated, which has resulted in the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds- Distributor Settlement and the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds- Janssen Settlement (collectively the “Allocation Agreements,”) which are agreements between all of the entities identified in the Allocation Agreements.

(viii) Copies of the State Allocation Agreements are available on-line at <https://oag.ca.gov/opioids>.

(ix) The Allocation Agreements propose to allocate the California Opioid Funds 15% to a State Fund; 70% to local governments in an Abatement Accounts Fund; and 15% to litigating local governments in a Subdivision Fund.

(x) The funds in the Abatement Accounts Fund will be allocated based on an allocation model developed in connection with the proposed negotiating class in the

National Prescription Opiate Litigation (MDL No. 2804). The percentage from the Abatement Accounts Fund allocated to each eligible local government (any county or city above 10,000 in population) “Eligible Local Government”) is set forth in Appendix 1 to each Allocation Agreement. The City’s share of the Abatement Accounts Fund is a product of the total in the Abatement Accounts Fund multiplied by the City’s percentage set forth in Appendix 1 (the “Local Allocation”).

(xi) Any municipality that is an Eligible Local Government will be allocated its Local Allocation share only when it becomes a Participating Subdivision by signing the Participation Agreements to the Settlements. The Local Allocation share for a municipality that is a Participating Subdivision will be paid to the county in which the municipality is located, rather than to the municipality, so long as: (a) the county is a Participating Subdivision, and (b) the city has not advised the settlement fund administrator that it requests direct payment at least 60 days prior to a payment date.

**B. RESOLUTION:**

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

1. The City Council approves and authorizes the City Manager to settle and release the City’s claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements, Allocation Agreements including taking the following measures:

A. The execution on behalf of the City of the Participation Agreement to the Distributors Settlement Agreement and any and all documents ancillary thereto.

**Reso. No. 2021-075**  
December 7, 2021

B. The execution on behalf of the City of the Participation Agreement to the Janssen Settlement Agreement and any and all documents ancillary thereto.

C. The execution on behalf of the City of the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds- Distributor Settlement.

D. The execution on behalf of the City of the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds- Janssen Settlement Allocation Agreements.

2. The City Manager shall have authority to, and is directed to, take all actions necessary or convenient on behalf of the City to implement and effectuate the agreements approved by this Resolution.

3. Once the City's share of the settlement has been determined, the City Manager shall will obtain direction from the City Council on whether to have the City receive direct payments or instead allow the City's allocation to be paid to the county.

4. All actions previously taken by the Council and other appropriate public officers and agents of the City with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

**APPROVED AND ADOPTED** this 7<sup>th</sup> day of December, 2021.

\_\_\_\_\_  
Mayor

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

**Reso. No. 2021-075**  
December 7, 2021

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was passed at a regular meeting of the City Council, held on the 7<sup>th</sup> day of December, 2021, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

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

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

**EXHIBIT E**

**List of Opioid Remediation Uses**

**Schedule A  
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).<sup>14</sup>

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

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<sup>14</sup> As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

**Schedule B**  
**Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

**A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:<sup>15</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

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<sup>15</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED**  
**(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAAR*”);
  2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
  3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. **PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE  
PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

**H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

**I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

#### **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

#### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**City of Brea**

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**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/07/2021

**SUBJECT:** North Orange County Public Safety Task Force (Collaborative) "Operational Agreement" and "Agreement to Transfer Funds"

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**RECOMMENDATION**

It is recommended that the City Council approve the City of Brea's continued participation in the North Orange County Public Safety Task Force (renamed the North Orange County Public Safety Collaborative) and authorize the City Manager to execute all necessary documents and accept the accompanying funds.

**BACKGROUND/DISCUSSION**

Included in the State's 2017 budget, Assembly Bill 97 created the North Orange County Public Safety Task Force, which was formed to bring a regionalized approach to addressing various public safety issues. Initially, the North Orange County Public Safety Task Force consisted of six cities in the North Orange County region, including Anaheim, Brea, Buena Park, Fullerton, Placentia, and Stanton. The bill allocated \$20 million for the task force to be distributed through the Board of State and Community Corrections (BSCC) over a four-year period from July 1, 2017 to June 30, 2021. The bill required that forty percent of the total funding be awarded directly to the law enforcement agencies of the six cities listed above for use on one or more of the following focus areas: 1) intervention and prevention of youth violence; 2) promotion of successful reentry of offenders into the community; and 3) homeless outreach and intervention. The City of Brea used these funds for intervention and prevention of youth violence and homeless outreach and intervention. The bill required the remaining sixty percent be awarded to qualified Community Based Organizations that provide services or programs that address at least one of the three focus areas. The City of Brea funded several Community Based Organizations, including the Brea Boys and Girls Club and the Brea Educational Foundation.

This year, the North Orange County Public Safety Task Force (renamed the North Orange County Public Safety Collaborative) has expanded from six to 11 cities, including Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton, and Yorba Linda. Through the State Budget Act of 2021, the cities, as part of the Collaborative, have been designated to receive \$7,800,000 in the 2021-2022 Corrections Planning and Grant Programs from the Board of State and Community Corrections (BSCC). Consistent with the original Operational Agreement, the funds are to be used for a regional collaborative effort for violence prevention, intervention and suppression activities. Specifically, the purpose for the use of funds is through the use of evidence-based practices in the following areas: 1) programs to address youth violence prevention and intervention in K-12 schools; 2) promote and enhance the successful reentry of offenders into the community; and 3) address homeless outreach and

intervention efforts.

Forty percent of the total funding shall be awarded directly to the law enforcement agencies of the 11 cities listed above for use on one or more of the above-mentioned focus areas. Of this forty percent, the City of Brea will receive \$118,181 for local homeless outreach and intervention. Also, the City of Brea will have the opportunity to request funds from a pool of \$1,664,000 for a regional approach with its partner cities to address homeless outreach and intervention efforts in the region.

Sixty percent of the total funds (\$4,446,000 of the \$7,800,000) must go to Community Based Organizations in the region. The 11 cities and their collaborative Community Based Organizations have agreed to provide the services specified in the use of funds to satisfy the project's requirement. The Collaborative is currently reviewing the Community Based Organizations' applications for funding, and the final determination of awards will be made by the respective Chiefs of Police.

The City of Stanton remains designated as the fiscal agent to administer the funding. Per the California Board of State and Community Corrections (BSCC), the funding period is from October 1, 2021, through June 30, 2026.

#### **COMMISSION/COMMITTEE RECOMMENDATION**

This Item was approved by the Finance Committee on November 30, 2021.

#### **FISCAL IMPACT/SUMMARY**

The City of Brea will receive \$118,181 to be used for local homeless outreach and intervention. Also, the City of Brea will have the opportunity to request funds from a pool of \$1,664,000 to be used for a regional approach with its partner cities to address homeless outreach and intervention efforts in the region. The City of Stanton remains designated as the fiscal agent to administer the funding. The funding period is from October 1, 2021 through June 30, 2023.

#### **RESPECTFULLY SUBMITTED:**

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

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#### **Attachments**

CC Report 09-1-2017  
Operational Agreement

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**City of Brea**

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 09/19/2017  
**SUBJECT:** North Orange County Public Safety Task Force Operational Agreement

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**RECOMMENDATION**

It is recommended that the City Council approve the City's participation in the North Orange County Public Safety Task Force and authorize the City Manager to execute all necessary documents and accept the accompanying funds.

**BACKGROUND/DISCUSSION**

Included in the State's 2017 budget, Assembly Bill 97 created the North Orange County Public Safety Task Force which was formed to bring a regionalized approach in addressing various public safety issues. The North Orange County Public Safety Task Force consists of six cities in the north Orange County region, including Anaheim, Brea, Buena Park, Fullerton, Placentia, and Stanton. The bill allocated \$20 million for the task force to be distributed through the Board of State and Community Corrections (BSCC) over a four-year period from July 1, 2017 to June 30, 2021, and contained the following three focus areas: The intervention and prevention of youth violence;

1. The promotion of successful reentry of offenders into the community; and
2. Homeless outreach and intervention.

The bill requires that forty percent of the total funding be awarded directly to the law enforcement agencies of the six cities listed above, and the remaining sixty percent be awarded to qualified Community Based Organizations (CBO) that provide services or programs that addressed at least one of the three focus areas. The North Orange County Public Safety Coordinating and Advisory Council was formed in accordance with the legislation, and, in addition to the six cities originally named in the bill, includes representatives from the cities of Cypress, La Habra, La Palma, and Yorba Linda. The City of Stanton was designated as the fiscal agent to administer the funding.

The Coordinating and Advisory Council met and agreed that 25 percent of the total CBO funds for this year (\$3 million) will be allocated for regional CBO programs, and the remaining 75 percent of the \$3 million will be equally distributed among the ten cities for local and city specific CBO's. Based on the equal distribution model, a qualified CBO or CBOs in each city will be awarded up to a total of \$224,000 for the 2017-2018 funding cycle. Any excess amount that is not spent by the local CBOs will be allocated back to the regional CBO program efforts.

The funding from the BSCC to the Administrator and respective agencies has not yet been sent, and is not expected until mid-September. At this time, based on the strict guidelines and expediency of time to utilize this cycle's funds, staff is recommending certain CBO programs in

our community. These programs meet the requirements in addition to serving the Brea community's needs. The following is a list of CBOs that are recommended to share Brea's CBO allocation:

- Brea Boys and Girls Club: Provide funding to address academics, athletics, creative arts, digital arts, and at risk programming
- Brea Educational Foundation: Build and staff a new expanded Teen Center at Brea Junior High School (although this project may be changed/amended due to cost constraints)

This fiscal year, after administrative fees paid to the City of Stanton of \$23,333, the Brea Police Department's share of the \$2,000,000 core city allocation will be \$310,000. Staff is recommending these funds be directed toward programs which are authorized by AB 97. These programs include the Homeless Outreach Team and Gang Reduction and Suppression. The funds will be used to cover the personnel costs required to address these critical public safety areas.

**FISCAL IMPACT/SUMMARY**

City to receive funding in the amount of \$310,000 per year for the next four years to be used for Homeless Outreach and Gang Intervention and Suppression.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
Prepared by: Jack Conklin, Chief of Police

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**Attachments**

Operational Agreement

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# OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that the **NORTH ORANGE COUNTY PUBLIC SAFETY TASK FORCE (herein, the Task Force)** consisting of the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Placentia, Stanton and Yorba Linda intend to work together toward the mutual goal of providing maximum available assistance to support its regional communities using local collaborative effort to reduce violence through prevention, intervention and suppression activities through the use of evidence-based services.

The Task Force believes that the formation of the **North Orange County Public Safety Coordinating and Advisory Council (herein, the Council)** and the implementation of the **North Orange County Public Safety Services (herein, the Services) (together, the "Project")**, as described within this application, will further this goal. Each city agency agrees to participate in the Project as outlined below.

## **North Orange County Public Safety Coordinating and Advisory Council**

The cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Placentia, Stanton and Yorba Linda will closely coordinate regional services and activities through the formation of the Council. The Council members are representatives from the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Placentia, Stanton and Yorba Linda. The Chair of the Council is the Chief of Police from Buena Park, Chief Corey Sianez, who will facilitate the Council's efforts. The Council will ensure that the Project is responsive to community needs, prioritize the use of funds, secure key agencies to support the efforts and identify ways to obtain sustainability.

The Council's support of the efforts is to ensure that Services are readily available for resource provision through the evidence-based prevention support services such as OST (out of school time) character and leadership development, education and career development, health and life skills, the arts, and sports, fitness and recreation through intervention support services such as homeless street outreach and intervention efforts through appropriate linkages to continuum of care, reentry supportive resources and case management services.

Quarterly Council meetings will review fiscal and project reports. To serve the community as a safety net, regional efforts and its coordination to provide the community direct resources through the Services will also be monitored and modified as necessary.

## **North Orange County Public Safety Programmatic Responsibilities and Fiscal Administrator**

The North Orange County Public Safety Services Programmatic and Fiscal Administrator is Soo Elisabeth Kang (herein, the Administrator) who will directly report to the Council as to coordinating the administrative framework and wraparound effort to meet its goals and objectives of the Services in the region.

**Management structure and decision making processes and how it will support the objectives and goals:** Under the leadership of the Coordinating and Advisory Council, the Administrator evaluates emerging trends, early, middle and late evaluation and outcomes of rendered services, sets given policy direction, monitors the progress of the community-based organization (CBO) partners, facilitates interagency/collaboration and troubleshooting while implementing the Council's direction.

The Administrator shall file reports to the Board of State and Community Corrections fiscally and programmatically as required by the Board of State and Community Corrections. Fiscal responsibilities include 1) Preparation which includes all Project-related receipts for each reimbursable item with sufficient supporting documentation with labels on all documents for expenses eligible for reimbursement; 2) Invoice Line Item Clarification which includes line items from the budget match worksheets, invoices, itemized receipts to substantiate charges for each line item; and 3) Assembly and submission of supporting documentation packet signed by the Council's authorized designated officer on the required face page.

Programmatic responsibilities include 1) compiling and submitting Progress Reports due in the timeline requested to capture the implementation measures of the Services for the timeframe of the report; 2) Local Evaluation Plan to collect and evaluate data to measure performance and outcomes of the Services' activities with any preliminary findings or evidence of Project impact; 3) Final Outcome Evaluation Report to provide final findings of the measured performance and outcomes of the Services' activities.

The Administrator's responsibilities also include monthly intervention meetings with the community and faith based organizations, the school districts and stakeholders to discuss strategies, timetables, implementation of services and support to reduce violence through prevention, intervention and suppression activities.

## North Orange County Public Safety Services

The regional collective impact of the North Orange County Public Safety Task Force includes funded community based partners.

**Funded Services Partners:** The funded Services community based organizations partners will provide the following direct resources: Out of school time (OST) violence, prevention and intervention activities and case management services; mentoring services; early violence prevention and intervention activities; homeless and reentry case management services; promotion of positive outcomes for all children and families by leveraging collaborative impact of partners and championing quality family support and strengthening practices; assessment, life skills, coping and counseling services; and programmatic evaluation and outcome reports. Law enforcement agencies within the Task Force will provide dedicated officers to meet the needs of the Services in the region working collaboratively.

### Period

Effective performance period is for four years: **July 1, 2017 through June 30, 2021.**

### Financial Arrangements

Board of State and Community Corrections under the Corrections Planning and Grant Programs shall award the funds to the **North Orange County Public Safety Task Force** for a total of **\$20,000,000** over a four- year performance period. Funds are available for encumbrance or expenditure until June 30, 2021. The Task Force agrees that the City of Stanton shall serve as the designated fiscal agent (herein, the Fiscal Agent) on behalf of the Task Force with authority to present claims to Board of State and Community Corrections on behalf of each of the funded cities and its community based organizations for services delivered by each. Disbursement of payment as appropriate will be made by the Fiscal Agent. The Fiscal Agent shall be responsible for facilitating partners meetings, collecting documentation for invoices and outcome measurements from each partner and maintaining complete and accurate records of all financial and outcome measurement data.

### Miscellaneous

Each party agrees to mutually defend, indemnify, and hold harmless the other parties, their officials, officers, directors, agents, employees, and volunteers, from all claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, actual attorney's fees incurred by each party, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever, including, but not limited to, liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, caused by or arising out of, or relating to any negligent act, error or omission, or willful misconduct of that party, its officials, officers, directors, agents, employees, and volunteers acting pursuant to its control and performing under this Operational Agreement. To the extent that more than one party is determined to have been negligent or at fault, the parties agree that each party shall bear its own portion or percentage of liability and to indemnify and hold harmless the other parties for that share.

This Operational Agreement may be executed and delivered in any number of counter parts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile or electronic signatures will be permitted.

The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this Operational Agreement.

Should litigation arise out of this Operational Agreement or the performance thereof, each party shall be responsible for its own costs and expenses, including attorney's fees.

Any party may withdrawal from this Operational Agreement without cause upon thirty (30) days' written notice to the other parties. Upon the effective date of the withdrawal, the withdrawing party shall have no right or claim to any additional sums from the Board of State and Community Corrections under the Corrections Planning and Grant Programs, as contemplated by this Operational Agreement.



## **OPERATIONAL AGREEMENT**

This Operational Agreement stands as evidence that the NORTH ORANGE COUNTY PUBLIC SAFETY COLLABORATIVE (herein, the Collaborative) consisting of the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton and Yorba Linda, intend to work together toward the mutual goal of providing maximum available assistance to support its regional communities using local collaborative effort to reduce violence through prevention, intervention and suppression activities through the use of evidence-based services.

The Collaborative believes that the formation of the North Orange County Public Safety Coordinating and Advisory Board (herein, the Board) and the implementation of the North Orange County Public Safety Services (herein, the Services) (together, the “Project”), as described within this application, will further this goal. Each city agency agrees to participate in the Project as outlined below.

### **North Orange County Public Safety Coordinating and Advisory Board**

The cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton and Yorba Linda will closely coordinate regional services and activities through the formation of the Board. The Board members are representatives from the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton and Yorba Linda. The Chair of the Board is the Chief of Police from Buena Park, Chief Corey Sianez, who will facilitate the Board’s efforts. The Board will ensure that the Project is responsive to community needs, prioritize the use of funds, secure key agencies to support the efforts and identify ways to obtain sustainability.

The Board’s support of the efforts is to ensure that Services are readily available for resource provision through the evidence-based prevention support services such as OST (out of school time) character and leadership development, education and career development, health and life skills, the arts, and sports, fitness and recreation through intervention support services such as homeless street outreach and intervention efforts through appropriate linkages to continuum of care, reentry supportive resources and case management services.

Monthly Board meetings will review fiscal and project reports. To serve the community as a safety net, regional efforts and its coordination to provide the community direct resources through the Services will also be monitored and modified as necessary.

### **North Orange County Public Safety Programmatic Responsibilities and Fiscal Administrator**

The North Orange County Public Safety Services Programmatic and Fiscal Administrator is Soo Elisabeth Kang (herein, the Administrator) who will directly report to the Board as to coordinating the administrative framework and wraparound effort to meet its goals and objectives of the Services in the region.

Management structure and decision-making processes and how it will support the objectives and goals: Under the leadership of the Coordinating and Advisory Board, the Administrator evaluates

emerging trends, early, middle and late evaluation and outcomes of rendered services, sets given policy direction, monitors the progress of the community-based organization (CBO) partners, facilitates interagency/collaboration and troubleshooting while implementing the Board's direction.

The Administrator shall file reports to the Board of State and Community Corrections fiscally and programmatically as required by the Board of State and Community Corrections. Fiscal responsibilities include 1) Preparation which includes all Project-related receipts for each reimbursable item with sufficient supporting documentation with labels on all documents for expenses eligible for reimbursement; 2) Invoice Line Item Clarification which includes line items from the budget match worksheets, invoices, itemized receipts to substantiate charges for each line item; and 3) Assembly and submission of supporting documentation packet signed by the Board's authorized designated officer on the required face page.

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The regional collective impact of the North Orange County Public Safety Collaborative includes funded community-based partners.

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### **Period**

Effective performance period is for: October 1, 2021 through June 30, 2023.

## **Financial Arrangements**

Board of State and Community Corrections under the Corrections Planning and Grant Programs shall award the funds to the North Orange County Public Safety Collaborative for a total of \$7,800,000 during the performance period. Funds are available for encumbrance or expenditure until June 30, 2023 or earlier. The Collaborative agrees that the City of Stanton shall serve as the designated fiscal agent (herein, the Fiscal Agent) on behalf of the Collaborative with authority to present claims to Board of State and Community Corrections on behalf of each of the funded cities and its community-based organizations for services delivered by each. Disbursement of payment as appropriate will be made by the Fiscal Agent. The Fiscal Agent shall be responsible for facilitating partners meetings, collecting documentation for invoices and outcome measurements from each partner and maintaining complete and accurate records of all financial and outcome measurement data.

## **Miscellaneous**

Each party agrees to mutually defend, indemnify, and hold harmless the other parties, their officials, officers, directors, agents, employees, and volunteers, from all claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, actual attorney's fees incurred by each party, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever, including, but not limited to, liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, caused by or arising out of, or relating to any negligent act, error or omission, or willful misconduct of that party, its officials, officers, directors, agents, employees, and volunteers acting pursuant to its control and performing under this Operational Agreement. To the extent that more than one party is determined to have been negligent or at fault, the parties agree that each party shall bear its own portion or percentage of liability and to indemnify and hold harmless the other parties for that share.

This Operational Agreement may be executed and delivered in any number of counter parts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile or electronic signatures will be permitted.

The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this Operational Agreement.

Should litigation arise out of this Operational Agreement or the performance thereof, each party shall be responsible for its own costs and expenses, including attorney's fees.

Any party may withdrawal from this Operational Agreement without cause upon thirty (30) days' written notice to the other parties. Upon the effective date of the withdrawal, the withdrawing party shall have no right or claim to any additional sums from the Board of State and Community Corrections under the Corrections Planning and Grant Programs, as contemplated by this Operational Agreement.

**Authorized Representatives for the North Orange County Public Safety Collaborative**

We, the undersigned, as authorized representatives of the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton, and Yorba Linda, do hereby approve this document.

[SIGNATURES HERE]

**City of Brea**

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**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/07/2021

**SUBJECT:** Community Facilities Districts Annual Financial Report for the Fiscal Year Ended June 30, 2021

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**RECOMMENDATION**

Receive and file.

**BACKGROUND/DISCUSSION**

During Fiscal Year 2020-21, there were seven CFDs in the City of Brea. Annually, special taxes are levied and collected to pay for the annual costs associated with these CFDs. There are three bonded CFDs in which the special taxes are used to make payments related to bonds that were issued for the benefit of the CFD. There are four non-bond (public services) CFDs in which the special taxes are used to pay the annual public safety and maintenance costs associated with the CFDs.

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

**FISCAL IMPACT/SUMMARY**

There is no fiscal impact related to the issuing of these reports. As mandated by the California Government Code Sections 50075.3 and 53411, City staff is submitting the Community Facilities Districts Annual Financial Report for Fiscal Year Ended June 30, 2021. The report will insure compliance with Sections 50075.3 and 53411 of the California Government Code.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Cindy Russell, Administrative Services Director

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**Attachments**

CFD Annual Financial Reports-FY2020-21

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**CITY OF BREA**  
**BONDED COMMUNITY FACILITIES DISTRICTS REPORT**  
**SPECIAL TAXES**  
**FOR FISCAL YEAR ENDED 6/30/2021**

<b>District</b>	<b>Balance 07/01/20</b>	<b>Special Taxes Collected FY 2020/21</b>	<b>Special Taxes Expended FY 2020/21</b>	<b>Balance 06/30/21</b>	<b>Project Status</b>
CFD 1996-1 (Downtown Brea)	\$411,591	\$83,276	\$269,019	\$225,848	On-going
CFD 1997-1 (Olinda Ranch)	\$356,831	\$407,375	\$386,541	\$377,665	On-going
CFD 2008-2 (Brea Plaza)	\$1,076,532	\$556,641	\$535,183	\$1,097,990	On-going

Notes:

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

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

For CFD 2008-2 (Brea Plaza), the amounts reported for special taxes collected includes special taxes and interest earnings. The amounts reported for special taxes expended during FY 2020/21 was for bond payments and administrative costs.

**CITY OF BREA**  
**NON-BONDED (PUBLIC SERVICES)**  
**COMMUNITY FACILITIES DISTRICTS REPORT**  
**SPECIAL TAXES**  
**FOR FISCAL YEAR ENDED 6/30/2021**

<b>District</b>	<b>Balance 07/01/20</b>	<b>Special Taxes Collected FY 2020/21</b>	<b>Special Taxes Expended FY 2020/21</b>	<b>Balance 06/30/21</b>	<b>Project Status</b>
CFD 2008-1 (Blackstone Residential Development)	\$82,896	\$842,155	\$816,909	\$108,142	On-going
CFD 2011-1 (La Floresta Residential/ Commercial Development)	\$253,827	\$480,249	\$397,051	\$337,025	On-going
CFD 2013-1 (Taylor-Morrison Residential Development)	\$126,961	\$52,133	\$41,676	\$137,418	On-going
CFD 2013-2 (Central Park Village Residential Development)	\$71,121	\$109,919	\$57,331	\$123,709	On-going

Notes:

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

For CFD 2008-1 (Blackstone Residential Development), the amount reported for special taxes expended during FY 2020/21 was for public safety services and maintenance of facilities.

CFD 2011-1 (La Floresta Residential/Commercial Development), the amount reported for special taxes expended during FY 2020/21 was for public safety services and maintenance of facilities.

For CFD 2013-1 (Taylor-Morrison Residential Development) the amount reported for special taxes expended during FY 2020/21 was for public safety services.

For CFD 2013-2 (Central Park Village Residential Development) the amount reported for special taxes expended during FY 2020/21 was for public safety services.

City of Brea

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**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/07/2021

**SUBJECT:** Outgoing Payment Log and City Disbursement Registers for November 19 & 26 and December 3, 2021

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**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Anthony Godoy, Management Analyst II

Concurrence: Cindy Russell, Administrative Services Director

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**Attachments**

11-19-2021 City Disbursement

11-26-2021 City Disbursement

12-03-2021 City Disbursement

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# City Disbursement Register

Between Nov 15, 2021 12:00 AM and Nov 19, 2021 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
189112	AIR EXCHANGE INC	11/19/2021	30200	510707976	VEHICLE EXHAUST SYSTM	\$26,310.04
<b>AIR EXCHANGE INC</b>					<b>Total Check Amount:</b>	<b>\$26,310.04</b>
189113	ARDURRA GROUP, INC.	11/19/2021	29147	510707324	DESGN/ENGG SVCS SEP21	\$7,555.00
<b>ARDURRA GROUP, INC.</b>					<b>Total Check Amount:</b>	<b>\$7,555.00</b>
189114	BANDERA ESTATES PARTNERSHIP	11/19/2021	29390	270323218	SENIOR SUBSIDY DEC21	\$254.00
<b>BANDERA ESTATES PARTNERSHIP</b>					<b>Total Check Amount:</b>	<b>\$254.00</b>
189115	KEVIN BENDEZU	11/19/2021	31474	110404145	HOW TO WRITE A MOVIE	\$50.00
<b>KEVIN BENDEZU</b>					<b>Total Check Amount:</b>	<b>\$50.00</b>
189116	BREA OLINDA UNIFIED SCHOOL DISTRICT	11/19/2021	1970	490515151	20/21 MNT/OPS TRUE-UP	\$4,031.96
<b>BREA OLINDA UNIFIED SCHOOL DISTRICT</b>					<b>Total Check Amount:</b>	<b>\$4,031.96</b>
189117	CHARLES TAN & ASSOCIATES, INC.	11/19/2021	26706	110000000	PLAN CHECK THRU 9/13	\$276.00
		11/19/2021	26706	84032324P	PLAN CHECK THRU 9/13	\$1,074.00
<b>CHARLES TAN &amp; ASSOCIATES, INC.</b>					<b>Total Check Amount:</b>	<b>\$1,350.00</b>
189118	CINTAS FIRE PROTECTION	11/19/2021	24347	110404211	BCC FIRST AID RESTOCK	\$96.26
<b>CINTAS FIRE PROTECTION</b>					<b>Total Check Amount:</b>	<b>\$96.26</b>
189119	COMMERCIAL AQUATIC SERVICES, INC.	11/19/2021	25513	110404422	BULK CHEMICALS	\$700.70
<b>COMMERCIAL AQUATIC SERVICES, INC.</b>					<b>Total Check Amount:</b>	<b>\$700.70</b>
189120	COUNTY OF ORANGE	11/19/2021	4799	110212131	ANIMAL CARE JUL-SEP21	\$55,493.35
<b>COUNTY OF ORANGE</b>					<b>Total Check Amount:</b>	<b>\$55,493.35</b>
189121	COUNTY OF ORANGE	11/19/2021	4799	110212122	PRKNG CITATIONS OCT21	\$2,502.00
<b>COUNTY OF ORANGE</b>					<b>Total Check Amount:</b>	<b>\$2,502.00</b>
189122	COUNTY OF ORANGE	11/19/2021	4799	172212133	COMM CHGS BR1 OCT21	\$480.00
<b>COUNTY OF ORANGE</b>					<b>Total Check Amount:</b>	<b>\$480.00</b>
189123	COUNTY OF ORANGE	11/19/2021	4799	110212122	AFIS FEES NOV 2021	\$1,785.00
<b>COUNTY OF ORANGE</b>					<b>Total Check Amount:</b>	<b>\$1,785.00</b>
189124	CREATE A PARTY RENTALS	11/19/2021	7113	110404421	VETERANS DAY RENTALS	\$1,393.49
<b>CREATE A PARTY RENTALS</b>					<b>Total Check Amount:</b>	<b>\$1,393.49</b>
189125	DELTA T HVAC, INC.	11/19/2021	28265	490515151	VAV REPAIRS	\$1,030.00
<b>DELTA T HVAC, INC.</b>					<b>Total Check Amount:</b>	<b>\$1,030.00</b>
189126	DEPARTMENT OF JUSTICE	11/19/2021	13406	110141481	FINGERPRNT APPS OCT21	\$433.00
<b>DEPARTMENT OF JUSTICE</b>					<b>Total Check Amount:</b>	<b>\$433.00</b>
189127	DEPARTMENT OF TRANSPORTATION	11/19/2021	13722	510707251	S7/LMBRT 12-768 SEP21	\$74,169.22
<b>DEPARTMENT OF TRANSPORTATION</b>					<b>Total Check Amount:</b>	<b>\$74,169.22</b>
189128	DEPARTMENT OF TRANSPORTATION	11/19/2021	13722	510707251	57/LMBRT COOP 12-771	\$50,044.33
<b>DEPARTMENT OF TRANSPORTATION</b>					<b>Total Check Amount:</b>	<b>\$50,044.33</b>
189129	DFS FLOORING	11/19/2021	16712	490515151	FL3 CARPET CLEANING	\$825.00
<b>DFS FLOORING</b>					<b>Total Check Amount:</b>	<b>\$825.00</b>
189130	EAST POINT VILLAGE HOA	11/19/2021	29712	110	REFUND DUE TO COVID19	\$100.00

# City Disbursement Register

Between Nov 15, 2021 12:00 AM and Nov 19, 2021 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
<b>EAST POINT VILLAGE HOA</b>						<b>Total Check Amount: \$100.00</b>
189131	SOUTHERN CALIFORNIA EDISON	11/19/2021	3343	110515121	ELECTRICITY OCT-NOV21	\$1,797.80
		11/19/2021	3343	490515151	ELECTRICITY OCT-NOV21	\$7,378.99
		11/19/2021	3343	361515148	ELECTRICITY OCT-NOV21	\$37.10
<b>SOUTHERN CALIFORNIA EDISON</b>						<b>Total Check Amount: \$9,213.89</b>
189132	FRONTIER COMMUNICATIONS	11/19/2021	26183	420515131	5621821023 11/7-12/6	\$62.92
<b>FRONTIER COMMUNICATIONS</b>						<b>Total Check Amount: \$62.92</b>
189133	GATEWAY MEDICAL CENTER	11/19/2021	30789	110141481	PHYSICAL EXAM 8/10/21	\$250.00
<b>GATEWAY MEDICAL CENTER</b>						<b>Total Check Amount: \$250.00</b>
189134	MICHELLE LUCY GHARIBIAN	11/19/2021	29373	110404541	ARTGALLERY CONS SALES	\$140.69
<b>MICHELLE LUCY GHARIBIAN</b>						<b>Total Check Amount: \$140.69</b>
189135	GMS ELEVATOR SERVICES, INC.	11/19/2021	29109	490515151	MO.SVC:11 ELEV NOV21	\$1,345.00
		11/19/2021	29109	110515125	DT PS2 ELEVATOR SVC	\$700.00
		11/19/2021	29109	110515125	MO.SVC:11 ELEV NOV21	\$1,110.00
<b>GMS ELEVATOR SERVICES, INC.</b>						<b>Total Check Amount: \$3,155.00</b>
189136	GOVERNMENTJOBS.COM, INC.	11/19/2021	26473	110141481	SUBSCRIPTION FY 21/22	\$1,752.98
<b>GOVERNMENTJOBS.COM, INC.</b>						<b>Total Check Amount: \$1,752.98</b>
189137	HERITAGE PLAZA	11/19/2021	29392	270323218	SENIOR SUBSIDY DEC21	\$254.00
<b>HERITAGE PLAZA</b>						<b>Total Check Amount: \$254.00</b>
189138	HOLLYDALE MOBILE ESTATES	11/19/2021	29393	270323218	SENIOR SUBSIDY DEC21	\$254.00
<b>HOLLYDALE MOBILE ESTATES</b>						<b>Total Check Amount: \$254.00</b>
189139	INLAND WATER WORKS SUPPLY CO	11/19/2021	23904	420515131	ERT'S FOR METERS	\$4,034.16
<b>INLAND WATER WORKS SUPPLY CO</b>						<b>Total Check Amount: \$4,034.16</b>
189140	IRWIN SEATING COMPANY	11/19/2021	31330	110404542	NEW CURTIS THTR SEATS	\$110,357.87
<b>IRWIN SEATING COMPANY</b>						<b>Total Check Amount: \$110,357.87</b>
189141	LAKE PARK BREA LP	11/19/2021	5289	270323218	SENIOR SUBSIDY DEC21	\$1,270.00
<b>LAKE PARK BREA LP</b>						<b>Total Check Amount: \$1,270.00</b>
189142	LANGUAGE LINE SERVICES	11/19/2021	19704	110212133	OTP INTERPRETATION	\$47.94
<b>LANGUAGE LINE SERVICES</b>						<b>Total Check Amount: \$47.94</b>
189143	JOHN MASSEY	11/19/2021	31420	110404542	GGLAM AUDITN PIANIST	\$675.00
<b>JOHN MASSEY</b>						<b>Total Check Amount: \$675.00</b>
189144	MICROTECH SCIENTIFIC	11/19/2021	31486	420515131	CHEMICALS	\$187.95
<b>MICROTECH SCIENTIFIC</b>						<b>Total Check Amount: \$187.95</b>
189145	ORANGE VILLA SENIOR APARTMENTS	11/19/2021	29394	270323218	SENIOR SUBSIDY DEC21	\$254.00
<b>ORANGE VILLA SENIOR APARTMENTS</b>						<b>Total Check Amount: \$254.00</b>
189146	RELIABLE EQUIPMENT RENTAL INC	11/19/2021	29131	420000000	CLOSED WATER ACCOUNT	\$2,374.64
<b>RELIABLE EQUIPMENT RENTAL INC</b>						<b>Total Check Amount: \$2,374.64</b>
189147	SOUTH COAST LIGHTING & DESIGN	11/19/2021	16831	110515121	DT STREET LIGHT POLE	\$11,516.32

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<b>SOUTH COAST LIGHTING &amp; DESIGN</b>					<b>Total Check Amount:</b>	<b>\$11,516.32</b>
189148	SPARKLETTS	11/19/2021	3001	110141441	HR WTR BOTTLES JUL21	(\$10.52)
		11/19/2021	3001	110141441	WTRDISP+BOTTLES SEP21	\$474.60
		11/19/2021	3001	110141481	HR WTR BOTTLES SEPT21	\$10.52
		11/19/2021	3001	110141481	WATER BOTTLES JUL21	\$10.52
<b>SPARKLETTS</b>					<b>Total Check Amount:</b>	<b>\$485.12</b>
189149	SPARKLETTS	11/19/2021	3001	110111161	CCC FOUNTN WTR SEP21	\$10.38
		11/19/2021	3001	110111161	COUNCIL MTG WTR SEP21	\$26.16
<b>SPARKLETTS</b>					<b>Total Check Amount:</b>	<b>\$36.54</b>
189150	LI SHA TAN	11/19/2021	28085	110404541	ARTGALLERY CONS SALES	\$30.80
<b>LI SHA TAN</b>					<b>Total Check Amount:</b>	<b>\$30.80</b>
189151	TIME WARNER CABLE	11/19/2021	19304	110111143	CABLE CHGS NOV 2021	\$29.71
		11/19/2021	19304	110111151	CABLE CHGS NOV 2021	\$59.38
		11/19/2021	19304	110404521	CABLE CHGS NOV 2021	\$33.93
		11/19/2021	19304	490515151	CABLE CHGS NOV 2021	\$19.67
		11/19/2021	19304	110212111	CABLE CHGS NOV 2021	\$374.73
		11/19/2021	19304	110404211	CABLE CHGS NOV 2021	\$133.74
		11/19/2021	19304	110323212	CABLE CHGS NOV 2021	\$79.05
		11/19/2021	19304	110111161	CABLE CHGS NOV 2021	\$19.67
		11/19/2021	19304	110141481	CABLE CHGS NOV 2021	\$19.67
		11/19/2021	19304	110222211	CABLE CHGS NOV 2021	\$78.69
		11/19/2021	19304	110404311	CABLE CHGS NOV 2021	\$19.67
		11/19/2021	19304	420515131	CABLE CHGS NOV 2021	\$252.73
<b>TIME WARNER CABLE</b>					<b>Total Check Amount:</b>	<b>\$1,120.64</b>
189152	MELANIE TRUONG	11/19/2021	28310	110	BCC ACCT BAL REFUND	\$124.20
<b>MELANIE TRUONG</b>					<b>Total Check Amount:</b>	<b>\$124.20</b>
189153	TS GOVERNMENT SOLUTIONS, LLC	11/19/2021	28596	110404215	FTNESS EQPT MNT NOV21	\$794.14
<b>TS GOVERNMENT SOLUTIONS, LLC</b>					<b>Total Check Amount:</b>	<b>\$794.14</b>
189154	U.S. BANK NATIONAL ASSOCIATION	11/19/2021	4050	510707458	ESCROW #224179000 #5	\$2,814.20
<b>U.S. BANK NATIONAL ASSOCIATION</b>					<b>Total Check Amount:</b>	<b>\$2,814.20</b>
189155	UNITED PARCEL SERVICE	11/19/2021	3174	110141441	SHIPPING CHGS OCT/NOV	\$288.63
<b>UNITED PARCEL SERVICE</b>					<b>Total Check Amount:</b>	<b>\$288.63</b>
189156	VERIZON CONNECT NWF, INC.	11/19/2021	25293	480515161	PW GPS FEES OCT 2021	\$2,203.28
<b>VERIZON CONNECT NWF, INC.</b>					<b>Total Check Amount:</b>	<b>\$2,203.28</b>
189158	VERIZON WIRELESS	11/19/2021	21122	110111111	9891184994 9/23-10/22	\$57.38
		11/19/2021	21122	110323231	9891184994 9/23-10/22	\$51.65
		11/19/2021	21122	110323242	9891184994 9/23-10/22	\$51.65
		11/19/2021	21122	110141411	9891184994 9/23-10/22	\$30.02

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189158	VERIZON WIRELESS	11/19/2021	21122	110141431	9891184994 9/23-10/22	\$41.00
		11/19/2021	21122	110323212	9891184994 9/23-10/22	(\$29.00)
		11/19/2021	21122	110404525	9891184994 9/23-10/22	\$103.30
		11/19/2021	21122	110515125	9891184994 9/23-10/22	\$20.49
		11/19/2021	21122	410515124	9891184994 9/23-10/22	\$30.02
		11/19/2021	21122	440515122	9891184994 9/23-10/22	\$51.65
		11/19/2021	21122	110111143	9891184994 9/23-10/22	\$163.49
		11/19/2021	21122	110111151	9891184994 9/23-10/22	\$103.30
		11/19/2021	21122	110141441	9891184994 9/23-10/22	\$51.65
		11/19/2021	21122	110212121	9891184994 9/23-10/22	\$4,642.68
		11/19/2021	21122	110515171	9891184994 9/23-10/22	\$154.95
		11/19/2021	21122	174222222	9891184994 9/23-10/22	\$621.80
		11/19/2021	21122	420141421	9891184994 9/23-10/22	\$114.03
		11/19/2021	21122	420515131	9891184994 9/23-10/22	\$797.55
		11/19/2021	21122	460141474	9891184994 9/23-10/22	\$154.95
		11/19/2021	21122	475141471	9891184994 9/23-10/22	\$550.95
		11/19/2021	21122	110111161	9891184994 9/23-10/22	\$51.65
		11/19/2021	21122	110141424	9891184994 9/23-10/22	\$51.65
		11/19/2021	21122	110141481	9891184994 9/23-10/22	\$51.65
		11/19/2021	21122	110222223	9891184994 9/23-10/22	\$1,651.34
		11/19/2021	21122	110323241	9891184994 9/23-10/22	\$67.38
		11/19/2021	21122	110323243	9891184994 9/23-10/22	\$51.65
		11/19/2021	21122	110404311	9891184994 9/23-10/22	\$1,013.62
		11/19/2021	21122	430515123	9891184994 9/23-10/22	\$628.88
<b>VERIZON WIRELESS</b>					<b>Total Check Amount:</b>	<b>\$11,331.33</b>
189159	VERIZON WIRELESS	11/19/2021	21122	420515131	9891533649 9/27-10/26	\$38.03
<b>VERIZON WIRELESS</b>					<b>Total Check Amount:</b>	<b>\$38.03</b>
189160	VETERINARY PET INS. CO.	11/19/2021	20975	110	PET INS OCT21 CORRECT	\$1,130.68
		11/19/2021	20975	110	PET INSURANCE SEPT21	\$1,051.30
		11/19/2021	20975	110	10/15/21 PYMT SB SEPT	(\$1,051.30)
<b>VETERINARY PET INS. CO.</b>					<b>Total Check Amount:</b>	<b>\$1,130.68</b>
189161	DR. ROBERT L. WILKINSON	11/19/2021	19024	110141481	DOT PHYSICALS OCT21	\$325.00
<b>DR. ROBERT L. WILKINSON</b>					<b>Total Check Amount:</b>	<b>\$325.00</b>
189162	XEROX CORPORATION	11/19/2021	3349	110141441	PROD CLRCPR/PRNTR OCT	\$546.38
		11/19/2021	3349	110141441	TRMR/FOLDR SW MNT OCT	\$116.00
		11/19/2021	3349	110141441	EQ PROT FFSRVR OCT21	\$24.89
		11/19/2021	3349	110141441	EQ PROT V180P OCT21	\$21.40

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189162	XEROX CORPORATION	11/19/2021	3349	110141441	HISPEED PRNTR/CPR OCT	\$717.42
		11/19/2021	3349	110141441	PRINT CHARGES:OCT21	\$1,365.92
		11/19/2021	3349	110141441	UDIRECTS MNT OCT21	\$125.02
		11/19/2021	3349	110141441	BLACK CPR/PRNTR OCT21	\$468.65
		11/19/2021	3349	110141441	EQ PROT V180FFPS OCT	\$18.04
		11/19/2021	3349	110141441	HI PERF COLOR CPR OCT	\$202.23
<b>XEROX CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$3,605.95</b>
189163	HANNAH YOKOO	11/19/2021	29328	110404541	ARTGALLERY CONS SALES	\$61.98
<b>HANNAH YOKOO</b>					<b>Total Check Amount:</b>	<b>\$61.98</b>
<b>Check Subtotal</b>						<b>\$398,795.23</b>
V46365	THE ADVANTAGE GROUP	11/19/2021	24539	110141481	FLEX PROC/ADMIN OCT21	\$432.50
<b>THE ADVANTAGE GROUP</b>					<b>Total Check Amount:</b>	<b>\$432.50</b>
V46366	AESTHETIC CONCRETE	11/19/2021	28089	110404541	ARTGALLERY CONS SALES	\$24.50
<b>AESTHETIC CONCRETE</b>					<b>Total Check Amount:</b>	<b>\$24.50</b>
V46367	ROGER AIELLI	11/19/2021	31021	110404424	SOFTBALL UMPIRE FEES	\$306.00
<b>ROGER AIELLI</b>					<b>Total Check Amount:</b>	<b>\$306.00</b>
V46368	ALL CITY MANAGEMENT SERVICES INC	11/19/2021	6604	110212132	CRSNG GRDS 10/3-10/16	\$4,278.52
<b>ALL CITY MANAGEMENT SERVICES INC</b>					<b>Total Check Amount:</b>	<b>\$4,278.52</b>
V46369	AVENU INSIGHTS & ANALYTICS, LLC	11/19/2021	29396	110141424	STARS SVC Q2 2021	\$800.00
<b>AVENU INSIGHTS &amp; ANALYTICS, LLC</b>					<b>Total Check Amount:</b>	<b>\$800.00</b>
V46370	BREA DISPOSAL, INC	11/19/2021	3330	440515122	REFUSE COLLECTN OCT21	\$170,156.49
<b>BREA DISPOSAL, INC</b>					<b>Total Check Amount:</b>	<b>\$170,156.49</b>
V46371	CALIFORNIA FORENSIC PHLEBOTOMY INC.	11/19/2021	4488	110212131	PHLEBOTOMY SVCS OCT21	\$642.00
<b>CALIFORNIA FORENSIC PHLEBOTOMY INC.</b>					<b>Total Check Amount:</b>	<b>\$642.00</b>
V46372	NANCY CHIU	11/19/2021	26344	110404541	ARTGALLERY CONS SALES	\$44.16
<b>NANCY CHIU</b>					<b>Total Check Amount:</b>	<b>\$44.16</b>
V46373	COMLOCK SECURITY-GROUP	11/19/2021	13625	490515151	REKEY PD LOCKS	\$239.40
		11/19/2021	13625	110515121	MASTER LOCKS	\$205.59
		11/19/2021	13625	490515151	REKEY LOCK CYLINDER	\$296.12
<b>COMLOCK SECURITY-GROUP</b>					<b>Total Check Amount:</b>	<b>\$741.11</b>
V46374	CORE & MAIN LP	11/19/2021	27049	420515131	WATER METERS+ENCODERS	\$2,994.43
<b>CORE &amp; MAIN LP</b>					<b>Total Check Amount:</b>	<b>\$2,994.43</b>
V46375	CPS HR CONSULTING	11/19/2021	2971	110141481	RECR TMNT SVCS AUG/SEP	\$1,510.00
<b>CPS HR CONSULTING</b>					<b>Total Check Amount:</b>	<b>\$1,510.00</b>
V46376	DF POLYGRAPH	11/19/2021	22010	110141481	POLYGRAPH EXAMS NOV21	\$350.00
<b>DF POLYGRAPH</b>					<b>Total Check Amount:</b>	<b>\$350.00</b>

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V46377	AMANDA DIAZ DBA PANACHE	11/19/2021	27402	110404541	ARTGALLERY CONS SALES	\$402.26
<b>AMANDA DIAZ DBA PANACHE</b>					<b>Total Check Amount:</b>	<b>\$402.26</b>
V46378	DOTY BROTHERS EQUIPMENT CO.	11/19/2021	26695	420515131	REPLACE GATE VALVE	\$4,561.61
		11/19/2021	26695	510707442	57/LAMBERT WATER LINE	\$31,545.00
<b>DOTY BROTHERS EQUIPMENT CO.</b>					<b>Total Check Amount:</b>	<b>\$36,106.61</b>
V46379	ECONOLITE SYSTEMS, INC.	11/19/2021	27147	110515121	MO SIGNAL MNT OCT21	\$3,116.25
		11/19/2021	27147	110515121	E/O SIGNAL MNT OCT21	\$5,807.37
<b>ECONOLITE SYSTEMS, INC.</b>					<b>Total Check Amount:</b>	<b>\$8,923.62</b>
V46380	EQUIPMENT DIRECT INC	11/19/2021	4522	420515131	LOCKOUT PADLOCK POUCH	\$184.32
		11/19/2021	4522	420515131	RUBBER BOOTS	\$14.87
<b>EQUIPMENT DIRECT INC</b>					<b>Total Check Amount:</b>	<b>\$199.19</b>
V46381	ERIN VAUGHAN ILLUSTRATION	11/19/2021	26610	110404541	ARTGALLERY CONS SALES	\$24.50
<b>ERIN VAUGHAN ILLUSTRATION</b>					<b>Total Check Amount:</b>	<b>\$24.50</b>
V46382	FIBER AND GLOSS LLC	11/19/2021	29673	110404541	ARTGALLERY CONS SALES	\$39.80
<b>FIBER AND GLOSS LLC</b>					<b>Total Check Amount:</b>	<b>\$39.80</b>
V46383	RAY GONZALEZ	11/19/2021	31019	110404424	SOFTBALL UMPIRE FEES	\$102.00
<b>RAY GONZALEZ</b>					<b>Total Check Amount:</b>	<b>\$102.00</b>
V46384	GABRIEL HANNAH	11/19/2021	17533	110404424	SOFTBALL UMPIRE FEES	\$102.00
<b>GABRIEL HANNAH</b>					<b>Total Check Amount:</b>	<b>\$102.00</b>
V46385	HCI SYSTEMS INC	11/19/2021	25112	490515151	FS4 SPRINKLER INSP	\$550.00
		11/19/2021	25112	490515151	FS2 SPRINKLER INSP	\$300.00
		11/19/2021	25112	490515151	FS3 FIRE ALARM INSP	\$575.00
		11/19/2021	25112	490515151	FS2 FIRE ALARM INSP	\$300.00
		11/19/2021	25112	490515151	YARD SPRINKLER INSP	\$600.00
<b>HCI SYSTEMS INC</b>					<b>Total Check Amount:</b>	<b>\$2,325.00</b>
V46386	HI SIGN	11/19/2021	4693	490515151	PD PARKING DECALS	\$188.56
<b>HI SIGN</b>					<b>Total Check Amount:</b>	<b>\$188.56</b>
V46387	INK LINK INC	11/19/2021	22423	110404421	NUTCRACKER FLAGS	\$1,034.40
<b>INK LINK INC</b>					<b>Total Check Amount:</b>	<b>\$1,034.40</b>
V46388	JACKSON'S AUTO SUPPLY	11/19/2021	1143	480515161	AUTO SUPPLIES OCT21	\$1,922.00
<b>JACKSON'S AUTO SUPPLY</b>					<b>Total Check Amount:</b>	<b>\$1,922.00</b>
V46389	K PRO STONE CARE	11/19/2021	20535	490515151	VETS MEM DEEP CLEAN	\$1,750.00
<b>K PRO STONE CARE</b>					<b>Total Check Amount:</b>	<b>\$1,750.00</b>
V46390	KIMLEY-HORN AND ASSOCIATES, INC.	11/19/2021	26302	510707306	57/IMP TFCSTUDY SEP21	\$8,859.08
<b>KIMLEY-HORN AND ASSOCIATES, INC.</b>					<b>Total Check Amount:</b>	<b>\$8,859.08</b>
V46391	WILLIAM H KOFFMAN	11/19/2021	30608	110404541	ARTGALLERY CONS SALES	\$186.18
<b>WILLIAM H KOFFMAN</b>					<b>Total Check Amount:</b>	<b>\$186.18</b>
V46392	MARION LEE	11/19/2021	29317	110404541	ARTGALLERY CONS SALES	\$106.98

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<b>MARION LEE</b>						<b>Total Check Amount: \$106.98</b>
V46393	CHRISTINA LEONETTE	11/19/2021	28711	110404541	ARTGALLERY CONS SALES	\$35.00
<b>CHRISTINA LEONETTE</b>						<b>Total Check Amount: \$35.00</b>
V46394	JASON LOGAN	11/19/2021	19659	110404424	VOLLEY/BASKETBALL REF	\$1,020.00
<b>JASON LOGAN</b>						<b>Total Check Amount: \$1,020.00</b>
V46395	ARLENE MINER	11/19/2021	21410	110111111	MILEAGE OCT 2021	\$26.66
<b>ARLENE MINER</b>						<b>Total Check Amount: \$26.66</b>
V46396	MINER, LTD	11/19/2021	27173	490515151	CREDIT ON WO-00506541	(\$52.32)
		11/19/2021	27173	490515151	MECH'S APPBAYDOOR SVC	\$4,983.14
<b>MINER, LTD</b>						<b>Total Check Amount: \$4,930.82</b>
V46397	WILLIAM MONTALVO	11/19/2021	12387	110212111	ICI FIN CRMS INVSTGTN	\$218.00
<b>WILLIAM MONTALVO</b>						<b>Total Check Amount: \$218.00</b>
V46398	MYERS AND SONS	11/19/2021	21624	110515121	"NO TURN ON RED" SIGN	\$147.47
		11/19/2021	21624	110515125	ADA PADS - DT PS3	\$2,737.78
<b>MYERS AND SONS</b>						<b>Total Check Amount: \$2,885.25</b>
V46399	NORDIC FOX DESIGN CO., LLC	11/19/2021	28087	110404541	ARTGALLERY CONS SALES	\$72.64
<b>NORDIC FOX DESIGN CO., LLC</b>						<b>Total Check Amount: \$72.64</b>
V46400	PACIFIC TELEMAGEMENT SERVICES	11/19/2021	19696	475141471	7147920398 NOV 2021	\$75.00
<b>PACIFIC TELEMAGEMENT SERVICES</b>						<b>Total Check Amount: \$75.00</b>
V46401	SCARLET PENALOZA	11/19/2021	27890	110404541	ARTGALLERY CONS SALES	\$71.40
<b>SCARLET PENALOZA</b>						<b>Total Check Amount: \$71.40</b>
V46402	RCS INVESTIGATIONS & CONSULTING LLC	11/19/2021	22534	110212111	BCKGRND INVESTIGATION	\$4,650.00
<b>RCS INVESTIGATIONS &amp; CONSULTING LLC</b>						<b>Total Check Amount: \$4,650.00</b>
V46403	ASHLEY ANN REID	11/19/2021	27962	110111111	COMM/COMM DINNER EXP	\$37.75
<b>ASHLEY ANN REID</b>						<b>Total Check Amount: \$37.75</b>
V46404	MONICA RINCON	11/19/2021	27401	110404541	ARTGALLERY CONS SALES	\$70.00
<b>MONICA RINCON</b>						<b>Total Check Amount: \$70.00</b>
V46405	ROTH STAFFING COMPANIES LP	11/19/2021	27579	110111161	TEMP STAFF 10/31/21	\$936.45
<b>ROTH STAFFING COMPANIES LP</b>						<b>Total Check Amount: \$936.45</b>
V46406	RPW SERVICES, INC.	11/19/2021	3791	360515147	FLEAS/TICKS SPRAY	\$180.00
<b>RPW SERVICES, INC.</b>						<b>Total Check Amount: \$180.00</b>
V46407	RUSSELL SIGLER INC.	11/19/2021	21638	490515151	HVAC FUSES	\$48.81
<b>RUSSELL SIGLER INC.</b>						<b>Total Check Amount: \$48.81</b>
V46408	MARY M. SAMBRANO	11/19/2021	28001	110404521	ZUMBA GOLD OCT 2021	\$60.00
<b>MARY M. SAMBRANO</b>						<b>Total Check Amount: \$60.00</b>
V46409	SHAMBHALA MARTIAL ARTS INC	11/19/2021	28430	110404214	KIDS TAEKWONDO	\$100.00
<b>SHAMBHALA MARTIAL ARTS INC</b>						<b>Total Check Amount: \$100.00</b>
V46410	SPICERS PAPER, INC.	11/19/2021	18883	110141441	PAPER	\$1,141.89

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<b>SPICERS PAPER, INC.</b>						<b>Total Check Amount: \$1,141.89</b>
V46411	SULLY-MILLER CONTRACTING CO.	11/19/2021	18176	510707458	NAPOLI WTR IMP-FINAL	\$53,469.78
<b>SULLY-MILLER CONTRACTING CO.</b>						<b>Total Check Amount: \$53,469.78</b>
V46412	SUPERIOR ALARM SYSTEMS	11/19/2021	11074	110404541	GALLERY PROGRAM CHG	\$49.00
<b>SUPERIOR ALARM SYSTEMS</b>						<b>Total Check Amount: \$49.00</b>
V46413	KRISTEN TAYLOR	11/19/2021	31077	110404541	ARTGALLERY CONS SALES	\$33.60
<b>KRISTEN TAYLOR</b>						<b>Total Check Amount: \$33.60</b>
V46414	TECHNICOLOR PRINTING	11/19/2021	24354	110404424	SPORTS CHAMP TSHIRTS	\$117.00
<b>TECHNICOLOR PRINTING</b>						<b>Total Check Amount: \$117.00</b>
V46415	TENNIS ANYONE ACADEMY	11/19/2021	12688	110404214	TENNIS LESSONS	\$3,094.00
<b>TENNIS ANYONE ACADEMY</b>						<b>Total Check Amount: \$3,094.00</b>
V46416	HEIDI TIEU	11/19/2021	28360	110404541	ARTGALLERY CONS SALES	\$42.00
<b>HEIDI TIEU</b>						<b>Total Check Amount: \$42.00</b>
V46417	TRANS UNION LLC	11/19/2021	8371	110141481	HR SVCS 9/26-10/25/21	\$28.44
<b>TRANS UNION LLC</b>						<b>Total Check Amount: \$28.44</b>
V46418	TRUE TINT WINDOW TINTING	11/19/2021	28281	510707923	WINDOW TINT @ FS1	\$950.00
<b>TRUE TINT WINDOW TINTING</b>						<b>Total Check Amount: \$950.00</b>
V46419	LETICIA TRUJILLO	11/19/2021	22054	110404521	ZUMBA GOLD SEPT 2021	\$150.00
		11/19/2021	22054	110404521	ZUMBA GOLD OCT 2021	\$60.00
<b>LETICIA TRUJILLO</b>						<b>Total Check Amount: \$210.00</b>
V46420	JORDAN TYSON	11/19/2021	27893	110404541	ARTGALLERY CONS SALES	\$79.80
<b>JORDAN TYSON</b>						<b>Total Check Amount: \$79.80</b>
V46421	UNDERGROUND SERVICE ALERT/SC	11/19/2021	4537	420515131	DSB FEE 11/1/2021	\$70.95
		11/19/2021	4537	420515131	UGTICKETS WATER OCT21	\$171.70
<b>UNDERGROUND SERVICE ALERT/SC</b>						<b>Total Check Amount: \$242.65</b>
V46422	UNICORN CRAFTS	11/19/2021	27894	110404541	ARTGALLERY CONS SALES	\$48.95
<b>UNICORN CRAFTS</b>						<b>Total Check Amount: \$48.95</b>
V46423	US BANK XX0338 CITY MGR	11/19/2021	24704	110111111	CALCARD CMO 102221	\$1,895.65
		11/19/2021	24704	110111143	CALCARD CMO 102221	\$1,546.86
		11/19/2021	24704	480515161	CALCARD CMO 102221	\$218.40
<b>US BANK XX0338 CITY MGR</b>						<b>Total Check Amount: \$3,660.91</b>
V46424	US BANK XX0312 HR	11/19/2021	24776	110141481	CALCARD HR 102221	\$2,800.11
<b>US BANK XX0312 HR</b>						<b>Total Check Amount: \$2,800.11</b>
V46426	US BANK XX0593 COMM SVC	11/19/2021	24777	110	CALCARD-NY-102221 ST	(\$31.39)
		11/19/2021	24777	110404215	CALCARD-DA-102221	\$315.99
		11/19/2021	24777	110404311	CALCARD-JM-102221	\$183.19
		11/19/2021	24777	110404311	CALCARD-LT-102221	\$28.15
		11/19/2021	24777	110404311	CALCARD-RH-102221	\$524.54

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V46426	US BANK XX0593 COMM SVC	11/19/2021	24777	110	CALCARD-AR-102221	\$85.41
		11/19/2021	24777	110111111	CALCARD-AR-102221	\$311.73
		11/19/2021	24777	110404521	CALCARD-NG-102221	\$213.46
		11/19/2021	24777	110404424	CALCARD-BH-102221	\$210.81
		11/19/2021	24777	110404429	CALCARD-VU-102221	\$224.96
		11/19/2021	24777	110404541	CALCARD-HB-102221	\$702.78
		11/19/2021	24777	110404541	CALCARD-KC-102221	\$426.43
		11/19/2021	24777	110404542	CALCARD-EF-102221	\$1,269.54
		11/19/2021	24777	110404542	CALCARD-KH-102221	\$25.00
		11/19/2021	24777	110	CALCARD-CP-102221	\$1,041.83
		11/19/2021	24777	110111143	CALCARD-CE-102221	\$498.04
		11/19/2021	24777	110404215	CALCARD-AC-102221	\$34.95
		11/19/2021	24777	110404217	CALCARD-VU-102221	\$28.36
		11/19/2021	24777	110404425	CALCARD-SS-102221	\$55.33
		11/19/2021	24777	110404521	CALCARD-FL-102221	\$1,097.97
		11/19/2021	24777	110404521	CALCARD-TT-102221	\$190.99
		11/19/2021	24777	110404523	CALCARD-CP-102221	\$279.99
		11/19/2021	24777	110	CALCARD-JC-102221	\$24.54
		11/19/2021	24777	110141481	CALCARD-AR-102221	\$9.98
		11/19/2021	24777	110404215	CALCARD-TN-102221	\$190.68
		11/19/2021	24777	110404311	CALCARD-AR-102221	\$33.57
		11/19/2021	24777	110404421	CALCARD-CM-102221	\$107.22
		11/19/2021	24777	110404521	CALCARD-ER-102221	\$50.10
		11/19/2021	24777	110404542	CALCARD-KK-102221	\$1,625.13
		11/19/2021	24777	110404542	CALCARD-NY-102221	\$597.80
<b>US BANK XX0593 COMM SVC</b>					<b>Total Check Amount:</b>	<b>\$10,357.08</b>
V46427	US BANK XX0502 COMM & MKTG	11/19/2021	24778	110	CALCARD CMKT 102221	\$87.42
		11/19/2021	24778	110111111	CALCARD CMKT 102221	\$80.75
		11/19/2021	24778	110111143	CALCARD CMKT 102221	\$34.46
		11/19/2021	24778	110111151	CALCARD CMKT 102221	\$74.00
		11/19/2021	24778	110111152	CALCARD CMKT 102221	\$635.82
<b>US BANK XX0502 COMM &amp; MKTG</b>					<b>Total Check Amount:</b>	<b>\$912.45</b>
V46428	US BANK XX0353 COMM DEV	11/19/2021	24779	110	CALCARD CD 102221	\$601.54
		11/19/2021	24779	110323212	CALCARD CD 102221	\$97.30
		11/19/2021	24779	110323242	CALCARD CD 102221	\$286.90
		11/19/2021	24779	110323241	CALCARD CD 102221	\$214.39
		11/19/2021	24779	110323243	CALCARD CD 102221	\$161.63

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V46428	US BANK XX0353 COMM DEV	11/19/2021	24779	110111111	CALCARD CD 102221	\$20.00
		11/19/2021	24779	110323231	CALCARD CD 102221	\$875.92
<b>US BANK XX0353 COMM DEV</b>					<b>Total Check Amount:</b>	<b>\$2,257.68</b>
V46429	US BANK XX0270 ADMIN SVCS	11/19/2021	24781	110	CALCARD ASFIN 102221	(\$6.28)
		11/19/2021	24781	110141431	CALCARD ASFIN 102221	\$620.00
		11/19/2021	24781	110141414	CALCARD ASFIN 102221	\$728.31
		11/19/2021	24781	110141441	CALCARD ASFIN 102221	\$694.88
		11/19/2021	24781	110111143	CALCARD ASFIN 102221	\$333.31
		11/19/2021	24781	490515151	CALCARD ASFIN 102221	\$3,590.69
		11/19/2021	24781	110111161	CALCARD CCLK 102221	\$2,221.32
		11/19/2021	24781	110141411	CALCARD ASFIN 102221	\$242.13
<b>US BANK XX0270 ADMIN SVCS</b>					<b>Total Check Amount:</b>	<b>\$8,424.36</b>
V46431	US BANK XX0650 FIRE	11/19/2021	24782	110222211	CALCARD FIRE 102221	\$1,969.13
		11/19/2021	24782	110222213	CALCARD FIRE 102221	\$115.92
		11/19/2021	24782	110222221	CALCARD FIRE 102221	\$561.97
		11/19/2021	24782	110222223	CALCARD FIRE 102221	\$669.20
		11/19/2021	24782	110	CALCARD FIRE 102221	\$81.42
		11/19/2021	24782	110141481	CALCARD FIRE 102221	\$2,763.76
		11/19/2021	24782	174	CALCARD FIRE 102221	(\$4.54)
		11/19/2021	24782	490	CALCARD FIRE 102221	(\$3.30)
		11/19/2021	24782	490515151	CALCARD FIRE 102221	\$1,315.20
		11/19/2021	24782	110222231	CALCARD FIRE 102221	\$1,195.22
		11/19/2021	24782	174222222	CALCARD FIRE 102221	\$681.49
		11/19/2021	24782	480515161	CALCARD FIRE 102221	\$691.01
<b>US BANK XX0650 FIRE</b>					<b>Total Check Amount:</b>	<b>\$10,036.48</b>
V46432	US BANK XX0346 IT	11/19/2021	24783	110141411	CALCARD IT 102221	\$41.57
		11/19/2021	24783	460141474	CALCARD IT 102221	\$2,900.77
		11/19/2021	24783	110	CALCARD IT 102221	\$219.56
		11/19/2021	24783	110404154	CALCARD IT 102221	\$38.82
		11/19/2021	24783	110515125	CALCARD IT 102221	\$190.74
		11/19/2021	24783	110141481	CALCARD IT 102221	\$78.19
		11/19/2021	24783	280323215	CALCARD IT 102221	\$25.00
		11/19/2021	24783	475141471	CALCARD IT 102221	\$1,323.91
<b>US BANK XX0346 IT</b>					<b>Total Check Amount:</b>	<b>\$4,818.56</b>
V46435	US BANK XX0221 PW	11/19/2021	24784	110212121	CALCARD PW 102221	\$12.36
		11/19/2021	24784	110515144	CALCARD PW 102221	\$335.97
		11/19/2021	24784	341515112	CALCARD PW 102221	\$140.07

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V46435	US BANK XX0221 PW	11/19/2021	24784	343	CALCARD PW 102221	(\$10.08)
		11/19/2021	24784	420	CALCARD PW 102221	(\$13.02)
		11/19/2021	24784	110515143	CALCARD PW 102221	\$217.70
		11/19/2021	24784	341	CALCARD PW 102221	(\$10.07)
		11/19/2021	24784	110515121	CALCARD PW 102221	\$72.27
		11/19/2021	24784	110515141	CALCARD PW 102221	\$688.63
		11/19/2021	24784	360515145	CALCARD PW 102221	\$202.34
		11/19/2021	24784	480515161	CALCARD PW 102221	\$3,637.44
		11/19/2021	24784	420515131	CALCARD PW 102221	\$1,112.26
		11/19/2021	24784	490515151	CALCARD PW 102221	\$2,867.93
		11/19/2021	24784	110515125	CALCARD PW 102221	\$408.86
		11/19/2021	24784	343515112	CALCARD PW 102221	\$157.15
		11/19/2021	24784	410515124	CALCARD PW 102221	\$283.85
		11/19/2021	24784	430515123	CALCARD PW 102221	\$52.77
<b>US BANK XX0221 PW</b>					<b>Total Check Amount:</b>	<b>\$10,156.43</b>
V46437	US BANK XX0544 POLICE	11/19/2021	24785	110212111	CALCARD PD 102221	\$5,614.31
		11/19/2021	24785	110212133	CALCARD PD 102221	\$743.71
		11/19/2021	24785	110	CALCARD PD 102221	(\$641.22)
		11/19/2021	24785	110212121	CALCARD PD 102221	\$1,866.31
		11/19/2021	24785	480515161	CALCARD PD 102221	\$754.40
		11/19/2021	24785	110212122	CALCARD PD 102221	\$64.49
		11/19/2021	24785	110212132	CALCARD PD 102221	\$460.31
		11/19/2021	24785	110141481	CALCARD PD 102221	\$48.69
		11/19/2021	24785	110212131	CALCARD PD 102221	\$221.56
		11/19/2021	24785	110212141	CALCARD PD 102221	\$444.75
<b>US BANK XX0544 POLICE</b>					<b>Total Check Amount:</b>	<b>\$9,577.31</b>
V46438	US BANK XX3401 PW- ADMIN	11/19/2021	24786	110	CALCARD PWA 102221	\$94.51
		11/19/2021	24786	110515171	CALCARD PWA 102221	\$122.27
		11/19/2021	24786	110515111	CALCARD PWA 102221	\$251.38
<b>US BANK XX3401 PW- ADMIN</b>					<b>Total Check Amount:</b>	<b>\$468.16</b>
V46439	VINTAGE CREEK SENIOR APARTMENTS LP	11/19/2021	29395	270323218	SENIOR SUBSIDY DEC21	\$762.00
<b>VINTAGE CREEK SENIOR APARTMENTS LP</b>					<b>Total Check Amount:</b>	<b>\$762.00</b>
V46440	VISTA PAINT CORPORATION	11/19/2021	4573	490515151	PAINT CCC	\$64.27
<b>VISTA PAINT CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$64.27</b>
V46441	WILLDAN ENGINEERING	11/19/2021	12445	510707311	CONST MGMT JULY 2021	\$300.00
		11/19/2021	12445	510707464	CONST MGMT JULY 2021	\$20.00
<b>WILLDAN ENGINEERING</b>					<b>Total Check Amount:</b>	<b>\$320.00</b>

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V46442	STACY LEE WONG	11/19/2021	28091	110404541	ARTGALLERY CONS SALES	\$29.79
					<b>STACY LEE WONG</b>	<b>Total Check Amount: \$29.79</b>
V46443	YOUNG REMBRANDTS	11/19/2021	15831	110404145	PRESCHOOL DRAWING	\$120.00
					<b>YOUNG REMBRANDTS</b>	<b>Total Check Amount: \$120.00</b>
					<b>Voucher Subtotal</b>	<b>\$384,242.37</b>
						<b>TOTAL \$783,037.60</b>

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount	
189164	2020 BUILDING SERVICES	11/26/2021	31441	110515125	RESTORE DT ORNGE FNTN	\$6,800.00	
<b>2020 BUILDING SERVICES</b>						<b>Total Check Amount:</b>	<b>\$6,800.00</b>
189165	AAA ELECTRIC MOTOR SALES, INC.	11/26/2021	3615	490515151	HVAC BELTS/FUSES	\$314.22	
<b>AAA ELECTRIC MOTOR SALES, INC.</b>						<b>Total Check Amount:</b>	<b>\$314.22</b>
189166	ARDURRA GROUP, INC.	11/26/2021	29147	84051517P	PLAN CHECK SVCS OCT21	\$719.25	
		11/26/2021	29147	110000000	PLAN CHECK SVCS OCT21	\$252.00	
<b>ARDURRA GROUP, INC.</b>						<b>Total Check Amount:</b>	<b>\$971.25</b>
189167	ARROWHEAD SCIENTIFIC INC	11/26/2021	24201	110212121	NITRILE GLOVES	\$1,995.07	
<b>ARROWHEAD SCIENTIFIC INC</b>						<b>Total Check Amount:</b>	<b>\$1,995.07</b>
189168	AT&T LONG DISTANCE	11/26/2021	1737	475141471	807752441 11/4/21	\$33.72	
<b>AT&amp;T LONG DISTANCE</b>						<b>Total Check Amount:</b>	<b>\$33.72</b>
189169	BEE REMOVERS	11/26/2021	28503	420515131	BEE REMOVAL	\$240.00	
<b>BEE REMOVERS</b>						<b>Total Check Amount:</b>	<b>\$240.00</b>
189170	CHRIST IN YOU THE HOPE OF GLORY	11/26/2021	31541	110	REFUND DUE TO COVID19	\$480.00	
<b>CHRIST IN YOU THE HOPE OF GLORY</b>						<b>Total Check Amount:</b>	<b>\$480.00</b>
189171	CIVILTEC ENGINEERING INC.	11/26/2021	2581	510707442	2020 WTR MSTRPLN UPD	\$4,950.00	
		11/26/2021	2581	510707453	CONST SUPP SVCS OCT21	\$195.00	
<b>CIVILTEC ENGINEERING INC.</b>						<b>Total Check Amount:</b>	<b>\$5,145.00</b>
189172	THE COUNSELING TEAM INTERNATIONAL	11/26/2021	13933	110222221	EMPL SUPP SVCS OCT21	\$220.00	
<b>THE COUNSELING TEAM INTERNATIONAL</b>						<b>Total Check Amount:</b>	<b>\$220.00</b>
189173	D.S. CUSTOM LINENS, INC	11/26/2021	31417	110141441	GAS SURCHARGE 9/30	\$33.00	
<b>D.S. CUSTOM LINENS, INC</b>						<b>Total Check Amount:</b>	<b>\$33.00</b>
189174	MARY DALGOFF	11/26/2021	31543	110	REFUND DUE TO COVID19	\$54.50	
<b>MARY DALGOFF</b>						<b>Total Check Amount:</b>	<b>\$54.50</b>
189175	OLIVIA DIAZ	11/26/2021	31451	110	BCC COVID-19 REFUND	\$1,000.00	
		11/26/2021	31451	110141411	STOP PAYMENT FEE	(\$12.00)	
<b>OLIVIA DIAZ</b>						<b>Total Check Amount:</b>	<b>\$988.00</b>
189176	SOUTHERN CALIFORNIA EDISON	11/26/2021	3343	110515141	ELECTRICITY OCT-NOV21	\$2,276.58	
		11/26/2021	3343	110515144	ELECTRICITY OCT-NOV21	\$2,101.75	
		11/26/2021	3343	360515145	ELECTRICITY OCT-NOV21	\$1,123.51	
		11/26/2021	3343	110515143	ELECTRICITY OCT-NOV21	\$1,338.83	
		11/26/2021	3343	110515121	ELECTRICITY OCT-NOV21	\$6,341.51	
		11/26/2021	3343	110515148	ELECTRICITY OCT-NOV21	\$94.40	
		11/26/2021	3343	490515151	ELECTRICITY OCT-NOV21	\$20,359.54	
<b>SOUTHERN CALIFORNIA EDISON</b>						<b>Total Check Amount:</b>	<b>\$33,636.12</b>
189177	ENTERPRISE SECURITY, INC.	11/26/2021	18042	510707971	ACCESS DOOR ENHANCMENT	\$9,218.38	
<b>ENTERPRISE SECURITY, INC.</b>						<b>Total Check Amount:</b>	<b>\$9,218.38</b>

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
189178	FORTEL TRAFFIC, INC.	11/26/2021	14843	510707219	SPEED FDBCK SIGNS RPR	\$10,870.00
<b>FORTEL TRAFFIC, INC.</b>						<b>Total Check Amount:</b>
						<b>\$10,870.00</b>
189179	FRANCHISE TAX BOARD/ST OF CALIF	11/26/2021	12043	110	571810253 111921 PR	\$125.00
<b>FRANCHISE TAX BOARD/ST OF CALIF</b>						<b>Total Check Amount:</b>
						<b>\$125.00</b>
189180	FRANCHISE TAX BOARD/ST OF CALIF	11/26/2021	12043	110	881650582 111921 PR	\$1,517.26
<b>FRANCHISE TAX BOARD/ST OF CALIF</b>						<b>Total Check Amount:</b>
						<b>\$1,517.26</b>
189181	GALVEZ QUALITY AUTO GLASS	11/26/2021	27010	480515161	WINDOW REPAIR	\$65.00
<b>GALVEZ QUALITY AUTO GLASS</b>						<b>Total Check Amount:</b>
						<b>\$65.00</b>
189182	THE GAS COMPANY	11/26/2021	3749	490515151	GAS OCT-NOV2021	\$4,296.74
<b>THE GAS COMPANY</b>						<b>Total Check Amount:</b>
						<b>\$4,296.74</b>
189183	GMC ELECTRICAL, INC.	11/26/2021	14517	420515131	CATHODIC PROTECTN SVC	\$1,860.00
<b>GMC ELECTRICAL, INC.</b>						<b>Total Check Amount:</b>
						<b>\$1,860.00</b>
189184	HARRINGTON GEOTECHNICAL ENG.INC.	11/26/2021	15251	510707914	SOILS REPORT	\$800.00
<b>HARRINGTON GEOTECHNICAL ENG.INC.</b>						<b>Total Check Amount:</b>
						<b>\$800.00</b>
189185	HEWLETT PACKARD ENTERPRISE COMPANY	11/26/2021	25947	475141471	21/22 HW/SW MNT	\$5,294.40
<b>HEWLETT PACKARD ENTERPRISE COMPANY</b>						<b>Total Check Amount:</b>
						<b>\$5,294.40</b>
189186	IMPERIAL BUILDING MATERIALS	11/26/2021	18557	110515144	DG STABILIZER	\$184.03
<b>IMPERIAL BUILDING MATERIALS</b>						<b>Total Check Amount:</b>
						<b>\$184.03</b>
189187	ERIC KALUGER	11/26/2021	31542	110	BCC ACCOUNT REFUND	\$275.00
<b>ERIC KALUGER</b>						<b>Total Check Amount:</b>
						<b>\$275.00</b>
189188	LAKEMAN CHASSIS	11/26/2021	12885	480515161	FT LT HOLDR FABRICATN	\$217.19
<b>LAKEMAN CHASSIS</b>						<b>Total Check Amount:</b>
						<b>\$217.19</b>
189189	LEGAL UPDATES PUBLISHING COMPANY	11/26/2021	31545	110212111	LEGAL UPD ANNUAL SUBS	\$3,600.00
<b>LEGAL UPDATES PUBLISHING COMPANY</b>						<b>Total Check Amount:</b>
						<b>\$3,600.00</b>
189190	MARIPOSA LANDSCAPES, INC.	11/26/2021	27959	361515148	CITY FAC/TRAILS OCT21	\$108.33
		11/26/2021	27959	110515148	CITY FAC/TRAILS OCT21	\$1,989.00
		11/26/2021	27959	110515143	CITY FAC/TRAILS OCT21	\$5,585.67
<b>MARIPOSA LANDSCAPES, INC.</b>						<b>Total Check Amount:</b>
						<b>\$7,683.00</b>
189191	MOTOROLA SOLUTIONS, INC.	11/26/2021	22012	542222221	NEW FIRETRK RADIO SYS	\$24,836.41
<b>MOTOROLA SOLUTIONS, INC.</b>						<b>Total Check Amount:</b>
						<b>\$24,836.41</b>
189192	MSA SYSTEMS, INC.	11/26/2021	21324	172212141	ZEBRA TICKET WRITERS	\$28,360.28
<b>MSA SYSTEMS, INC.</b>						<b>Total Check Amount:</b>
						<b>\$28,360.28</b>
189193	DONNA MYRDAL	11/26/2021	31540	110	MEMBERSHIP OVERPAYMNT	\$196.54
<b>DONNA MYRDAL</b>						<b>Total Check Amount:</b>
						<b>\$196.54</b>
189194	NATIONWIDE CAPITAL GROUP	11/26/2021	31544	420000000	CLOSED WATER ACCOUNT	\$31.99
<b>NATIONWIDE CAPITAL GROUP</b>						<b>Total Check Amount:</b>
						<b>\$31.99</b>
189195	OFFICE DEPOT, INC	11/26/2021	4743	110404521	OFFICE SUPPLIES	\$36.17

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189195	OFFICE DEPOT, INC	11/26/2021	4743	110404311	CREDIT:#202574659001	(\$1.87)
		11/26/2021	4743	110404311	OFFICE SUPPLIES	\$104.11
<b>OFFICE DEPOT, INC</b>					<b>Total Check Amount:</b>	<b>\$138.41</b>
189196	PETTY CASH CUSTODIAN	11/26/2021	15835	110	PCF REPL 11/17/2021	\$154.08
<b>PETTY CASH CUSTODIAN</b>					<b>Total Check Amount:</b>	<b>\$154.08</b>
189197	PLUMBING & INDUSTRIAL SUPPLY, INC	11/26/2021	13187	490515151	PLUMBING RPR:THEATRE	\$79.97
<b>PLUMBING &amp; INDUSTRIAL SUPPLY, INC</b>					<b>Total Check Amount:</b>	<b>\$79.97</b>
189198	SPARKLETTS	11/26/2021	3001	110141441	WTRDISP+BOTTLES OCT21	\$545.14
<b>SPARKLETTS</b>					<b>Total Check Amount:</b>	<b>\$545.14</b>
189199	TAYLOR TENNIS COURTS, INC.	11/26/2021	31349	110515144	RESURFC BSKTBL COURTS	\$12,400.00
<b>TAYLOR TENNIS COURTS, INC.</b>					<b>Total Check Amount:</b>	<b>\$12,400.00</b>
189200	VERIZON WIRELESS	11/26/2021	21122	110212121	9892009179 10/4-11/3	\$50.93
<b>VERIZON WIRELESS</b>					<b>Total Check Amount:</b>	<b>\$50.93</b>
189201	PATTY VILES	11/26/2021	26817	110	CREDIT:RENTAL DEPOSIT	\$500.00
<b>PATTY VILES</b>					<b>Total Check Amount:</b>	<b>\$500.00</b>
189202	YORBA REGIONAL ANIMAL HOSPITAL	11/26/2021	18528	110212131	VET SERVICES - MIRK	\$105.64
<b>YORBA REGIONAL ANIMAL HOSPITAL</b>					<b>Total Check Amount:</b>	<b>\$105.64</b>
<b>Check Subtotal</b>						<b>\$164,316.27</b>
V46444	ADMINISTRATIVE & PROF	11/26/2021	3344	110	DED:4010 APEA MEMBR	\$540.00
<b>ADMINISTRATIVE &amp; PROF</b>					<b>Total Check Amount:</b>	<b>\$540.00</b>
V46445	THE ADVANTAGE GROUP	11/26/2021	24539	110	DED:808B FSA DEPCAR	\$1,425.04
		11/26/2021	24539	110	DED:808C FSA UR MED	\$5,786.11
<b>THE ADVANTAGE GROUP</b>					<b>Total Check Amount:</b>	<b>\$7,211.15</b>
V46446	ARC DOCUMENT SOLUTIONS, LLC	11/26/2021	23645	510707914	PLAN COPIES	\$1,850.46
		11/26/2021	23645	510707936	PLAN COPIES	\$114.45
<b>ARC DOCUMENT SOLUTIONS, LLC</b>					<b>Total Check Amount:</b>	<b>\$1,964.91</b>
V46447	ARC IMAGING RESOURCES	11/26/2021	23273	110404211	PLOTTER SUPPLIES	\$315.06
<b>ARC IMAGING RESOURCES</b>					<b>Total Check Amount:</b>	<b>\$315.06</b>
V46448	JESUS A BARBOSA	11/26/2021	6423	110212111	POSTMGMT COURSE MOD C	\$178.00
<b>JESUS A BARBOSA</b>					<b>Total Check Amount:</b>	<b>\$178.00</b>
V46449	BEN'S ASPHALT, INC..	11/26/2021	1808	110515148	CRCKSEAL/COAT TRKS S3	\$17,539.00
<b>BEN'S ASPHALT, INC..</b>					<b>Total Check Amount:</b>	<b>\$17,539.00</b>
V46450	BPSEA MEMORIAL FOUNDATION	11/26/2021	14990	110	DED:4050 MEMORIAL	\$174.50
<b>BPSEA MEMORIAL FOUNDATION</b>					<b>Total Check Amount:</b>	<b>\$174.50</b>
V46451	BREA CITY EMPLOYEES ASSOCIATION	11/26/2021	3236	110	DED:4005 BCEA MEMBR	\$520.00
<b>BREA CITY EMPLOYEES ASSOCIATION</b>					<b>Total Check Amount:</b>	<b>\$520.00</b>
V46452	BREA FIREFIGHTERS ASSOCIATION	11/26/2021	3237	110	DED:4016 ASSOC MEMB	\$3,294.75

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<b>BREA FIREFIGHTERS ASSOCIATION</b>						<b>Total Check Amount: \$3,294.75</b>
V46453	BREA POLICE ASSOCIATION	11/26/2021	3769	110	DED:4030 BPA REG	\$3,400.00
<b>BREA POLICE ASSOCIATION</b>						<b>Total Check Amount: \$3,400.00</b>
V46454	BREA POLICE ATHLETIC LEAGUE	11/26/2021	1068	110	DED:5010 B.P.A.L.	\$140.00
<b>BREA POLICE ATHLETIC LEAGUE</b>						<b>Total Check Amount: \$140.00</b>
V46455	BREA POLICE MANAGEMENT ASSOCIATION	11/26/2021	21189	110	DED:4019 LDF MEMBRS	\$9.50
		11/26/2021	21189	110	DED:4020 PMA MEMBRS	\$195.00
<b>BREA POLICE MANAGEMENT ASSOCIATION</b>						<b>Total Check Amount: \$204.50</b>
V46456	BYRNE SOFTWARE TECHNOLOGIES, INC.	11/26/2021	27471	110323241	ACCELA IMPL 3/13-3/19	\$270.00
<b>BYRNE SOFTWARE TECHNOLOGIES, INC.</b>						<b>Total Check Amount: \$270.00</b>
V46457	C. WELLS PIPELINE MATERIALS INC	11/26/2021	13055	420515131	PLUMBING SUPPLIES	\$2,188.19
<b>C. WELLS PIPELINE MATERIALS INC</b>						<b>Total Check Amount: \$2,188.19</b>
V46458	CALIFORNIA RETROFIT, INC	11/26/2021	4447	110515141	RR BALLASTS	\$43.87
		11/26/2021	4447	110515141	TENNIS COURT LAMPS	\$113.14
		11/26/2021	4447	110515144	TENNIS COURT LAMPS	\$108.29
<b>CALIFORNIA RETROFIT, INC</b>						<b>Total Check Amount: \$265.30</b>
V46459	KELLY M CARPENTER	11/26/2021	8944	110212111	TRAINING EXPENSE	\$16.00
<b>KELLY M CARPENTER</b>						<b>Total Check Amount: \$16.00</b>
V46460	JASON M CELMER	11/26/2021	11286	110212111	TRAINING EXPENSE	\$16.00
<b>JASON M CELMER</b>						<b>Total Check Amount: \$16.00</b>
V46461	MIRSA CHAVEZ	11/26/2021	31295	110212111	TRAINING MILEAGE	\$75.26
<b>MIRSA CHAVEZ</b>						<b>Total Check Amount: \$75.26</b>
V46462	CITYGATE ASSOCIATES, LLC	11/26/2021	23178	110222211	COMM RSK ASSMNT OCT21	\$6,605.81
<b>CITYGATE ASSOCIATES, LLC</b>						<b>Total Check Amount: \$6,605.81</b>
V46463	CLINICAL LABORATORY OF	11/26/2021	3390	420515131	WATER SAMPLING OCT21	\$1,730.00
<b>CLINICAL LABORATORY OF</b>						<b>Total Check Amount: \$1,730.00</b>
V46464	COMLOCK SECURITY-GROUP	11/26/2021	13625	360515145	DEAD BOLT LOCK	\$258.60
		11/26/2021	13625	510707971	REKEY PROJECT	\$502.82
<b>COMLOCK SECURITY-GROUP</b>						<b>Total Check Amount: \$761.42</b>
V46465	CORE & MAIN LP	11/26/2021	27049	420515131	12" OCT METER+ENCODER	\$11,568.00
		11/26/2021	27049	420515131	WATER METERS+ENCODERS	\$18,950.06
<b>CORE &amp; MAIN LP</b>						<b>Total Check Amount: \$30,518.06</b>
V46466	CORELOGIC	11/26/2021	25542	280323215	REAL EST LISTNG OCT21	\$185.00
<b>CORELOGIC</b>						<b>Total Check Amount: \$185.00</b>
V46467	CSG CONSULTANTS	11/26/2021	25540	110000000	PLAN CHECK SVCS AUG21	\$1,774.50
		11/26/2021	25540	84032324P	PLAN CHECK SVCS SEP21	\$8,164.00
		11/26/2021	25540	84032324P	PLAN CHECK SVCS AUG21	\$8,788.00

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V46467	CSG CONSULTANTS	11/26/2021	25540	110000000	PLAN CHECK SVCS SEP21	\$1,648.50	
<b>CSG CONSULTANTS</b>						<b>Total Check Amount:</b>	<b>\$20,375.00</b>
V46468	DOOLEY ENTERPRISES INC	11/26/2021	5421	110212141	EXPLORER AMMO	\$95.90	
<b>DOOLEY ENTERPRISES INC</b>						<b>Total Check Amount:</b>	<b>\$95.90</b>
V46469	EAN SERVICES, LLC	11/26/2021	26450	110222221	CAR RNTL-MONUMNT FIRE	\$740.43	
		11/26/2021	26450	110222221	CAR RNTL-SNGLE RESRCE	\$1,136.99	
<b>EAN SERVICES, LLC</b>						<b>Total Check Amount:</b>	<b>\$1,877.42</b>
V46470	GAIL EVERTSEN	11/26/2021	10141	110212111	MILEAGE NOV 2021	\$23.63	
<b>GAIL EVERTSEN</b>						<b>Total Check Amount:</b>	<b>\$23.63</b>
V46471	EWING IRRIGATION PRODUCTS, INC.	11/26/2021	5807	110515141	RAPID DRY ABSORBENT	\$242.25	
<b>EWING IRRIGATION PRODUCTS, INC.</b>						<b>Total Check Amount:</b>	<b>\$242.25</b>
V46472	EXTERMINETICS OF SO CALIF INC	11/26/2021	3298	490515151	EXT BAIT STNS 3/11/20	\$80.00	
		11/26/2021	3298	490515151	053120 FINAL PAYMENT	\$125.00	
		11/26/2021	3298	490515151	OVERPAYMENT 053120	(\$75.00)	
		11/26/2021	3298	490515151	P/G PEST CTRL 12/7/18	\$60.00	
<b>EXTERMINETICS OF SO CALIF INC</b>						<b>Total Check Amount:</b>	<b>\$190.00</b>
V46473	JESSE GARDUNA	11/26/2021	16006	110212111	TRAINING MILEAGE	\$47.82	
<b>JESSE GARDUNA</b>						<b>Total Check Amount:</b>	<b>\$47.82</b>
V46474	DON GOLDEN	11/26/2021	10729	110000000	INSP SVCS 11/4-11/17	(\$5,053.25)	
		11/26/2021	10729	840323241	INSP SVCS 11/4-11/17	\$14,297.00	
<b>DON GOLDEN</b>						<b>Total Check Amount:</b>	<b>\$9,243.75</b>
V46475	RAY GONZALEZ	11/26/2021	31019	110404424	SOFTBALL UMPIRE FEES	\$102.00	
<b>RAY GONZALEZ</b>						<b>Total Check Amount:</b>	<b>\$102.00</b>
V46476	GABRIEL HANNAH	11/26/2021	17533	110404424	SOFTBALL UMPIRE FEES	\$102.00	
<b>GABRIEL HANNAH</b>						<b>Total Check Amount:</b>	<b>\$102.00</b>
V46477	HCI SYSTEMS INC	11/26/2021	25112	490515151	SR CTR SPRINKLER INSP	\$925.00	
<b>HCI SYSTEMS INC</b>						<b>Total Check Amount:</b>	<b>\$925.00</b>
V46478	IMPERIAL SPRINKLER SUPPLY	11/26/2021	24260	360515145	IRRIGATION PARTS	\$216.14	
		11/26/2021	24260	110515141	INSTALL IRRIG CONTROL	\$567.13	
<b>IMPERIAL SPRINKLER SUPPLY</b>						<b>Total Check Amount:</b>	<b>\$783.27</b>
V46479	INK LINK INC	11/26/2021	22423	110404421	TREE LIGHTING PATCHES	\$113.29	
<b>INK LINK INC</b>						<b>Total Check Amount:</b>	<b>\$113.29</b>
V46480	INTERWEST CONSULTING GROUP, INC.	11/26/2021	28473	510707251	CONST MGMT SVCS SEP21	\$10,987.50	
		11/26/2021	28473	510707464	CONST MGMT/INSP SEP21	\$37.50	
		11/26/2021	28473	510707466	CONST MGMT SVCS SEP21	\$525.00	
		11/26/2021	28473	510707470	BP3 PWRPOLE RELOC OCT	\$3,170.58	
		11/26/2021	28473	110515171	PERMIT REVIEWS AUG21	\$892.50	
		11/26/2021	28473	510707626	CONST MGMT SVCS SEP21	\$525.00	

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V46480	INTERWEST CONSULTING GROUP, INC.	11/26/2021	28473	510707923	CONST MGMT SVCS SEP21	\$75.00
		11/26/2021	28473	110000000	PERMIT REVIEWS AUG21	(\$4,320.00)
		11/26/2021	28473	110515171	INSP SVCS AUG 2021	\$2,231.25
		11/26/2021	28473	510707251	PERMIT REVIEWS AUG21	\$236.25
		11/26/2021	28473	510707454	CONST MGMT SVCS SEP21	\$525.00
		11/26/2021	28473	840515171	PERMIT REVIEWS AUG21	\$18,495.00
		11/26/2021	28473	110000000	INSP SVCS AUG 2021	(\$4,792.00)
		11/26/2021	28473	510707278	CONST MGMT SVCS SEP21	\$262.50
		11/26/2021	28473	510707311	CONST MGMT/INSP SEP21	\$150.00
		11/26/2021	28473	510707322	CONST MGMT AUG/SEPT21	\$5,695.00
		11/26/2021	28473	510707458	CONST MGMT SVCS SEP21	\$300.00
		11/26/2021	28473	510707459	CONST MGMT/INSP SEP21	\$1,125.00
		11/26/2021	28473	510707470	BP3 PWRPOLE RELOC SEP	\$987.50
		11/26/2021	28473	510707936	PERMIT REVIEWS AUG21	\$157.50
		11/26/2021	28473	840515171	INSP SVCS AUG 2021	\$20,515.75
					<b>INTERWEST CONSULTING GROUP, INC. Total Check Amount:</b>	<b>\$57,781.83</b>
V46481	JMDIAZ, INC.	11/26/2021	27113	110000000	O/C ENGG SVCS SEPT21	(\$1,458.00)
		11/26/2021	27113	510707914	O/C ENGG SVCS SEPT21	\$412.50
		11/26/2021	27113	510707475	O/C ENGG SVCS SEPT21	\$522.50
		11/26/2021	27113	510707952	O/C ENGG SVCS SEPT21	\$192.50
		11/26/2021	27113	84051517P	O/C ENGG SVCS SEPT21	\$7,398.00
					<b>JMDIAZ, INC. Total Check Amount:</b>	<b>\$7,067.50</b>
V46482	KIMLEY-HORN AND ASSOCIATES, INC.	11/26/2021	26302	110323231	AFFORDABLE HSG OCT21	\$1,403.00
					<b>KIMLEY-HORN AND ASSOCIATES, INC. Total Check Amount:</b>	<b>\$1,403.00</b>
V46483	TRAVIS KNABE	11/26/2021	25137	110222221	SINGLE RES:DIXIE FIRE	\$915.43
					<b>TRAVIS KNABE Total Check Amount:</b>	<b>\$915.43</b>
V46484	LAND CONCERN, LTD	11/26/2021	22942	510707936	PLAN DESIGN SEPT21	\$85.00
					<b>LAND CONCERN, LTD Total Check Amount:</b>	<b>\$85.00</b>
V46485	LIFE-ASSIST, INC.	11/26/2021	10530	174222222	PM SUPPLIES FS1	\$1,003.31
		11/26/2021	10530	174222222	PM SUPPLIES FS3	\$1,391.45
					<b>LIFE-ASSIST, INC. Total Check Amount:</b>	<b>\$2,394.76</b>
V46486	JASON LOGAN	11/26/2021	19659	110404424	VOLLEY/BASKETBALL REF	\$1,020.00
					<b>JASON LOGAN Total Check Amount:</b>	<b>\$1,020.00</b>
V46487	RYAN MCDUFFY	11/26/2021	25627	110212111	DRE SCHOOL	\$72.00
					<b>RYAN MCDUFFY Total Check Amount:</b>	<b>\$72.00</b>
V46488	MINER, LTD	11/26/2021	27173	510707923	FS1 ADA STORE FRONT	\$9,350.97
					<b>MINER, LTD Total Check Amount:</b>	<b>\$9,350.97</b>
V46489	MUNICIPAL WATER DISTRICT	11/26/2021	3784	420515131	WATER DELIVERY OCT21	\$11,552.53

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<b>MUNICIPAL WATER DISTRICT</b>						<b>Total Check Amount: \$11,552.53</b>
V46490	ORANGE COUNTY SANITATION DIST.	11/26/2021	14689	110	RES SEWER FEES OCT21	\$1,068.00
		11/26/2021	14689	110	COMRCL SWR FEES OCT21	\$1,602.83
		11/26/2021	14689	110000000	5% COLL COMM SF OCT21	(\$80.14)
		11/26/2021	14689	110000000	5% COLL RES SF OCT21	(\$53.40)
<b>ORANGE COUNTY SANITATION DIST.</b>						<b>Total Check Amount: \$2,537.29</b>
V46491	EDGAR B PADILLA	11/26/2021	12386	110212111	TRAINING MILEAGE	\$44.86
<b>EDGAR B PADILLA</b>						<b>Total Check Amount: \$44.86</b>
V46492	PENHALL COMPANY	11/26/2021	18399	420515131	SAW CUTTING	\$1,428.30
<b>PENHALL COMPANY</b>						<b>Total Check Amount: \$1,428.30</b>
V46493	PLACEWORKS, INC.	11/26/2021	26720	840141412	BREA 265 EIR OCT21	\$52.85
		11/26/2021	26720	840141412	BREA MALL CEQA OCT21	\$135.28
		11/26/2021	26720	840141412	BREA PLAZA EIR OCT21	\$121.74
		11/26/2021	26720	84032323E	BREA 265 EIR OCT21	\$4,343.65
		11/26/2021	26720	84032323E	BREA MALL CEQA OCT21	\$33,997.83
		11/26/2021	26720	84032323E	BREA PLAZA EIR OCT21	\$7,018.70
<b>PLACEWORKS, INC.</b>						<b>Total Check Amount: \$45,670.05</b>
V46494	PLUMBING WHOLESALE OUTLET, INC.	11/26/2021	18392	110515144	DRAIN CLEANER	\$38.20
		11/26/2021	18392	110515144	PVC PARTS	\$37.76
		11/26/2021	18392	110515141	FOUNTAIN PART	\$475.58
		11/26/2021	18392	110515141	DRAIN CLEANER	\$38.20
<b>PLUMBING WHOLESALE OUTLET, INC.</b>						<b>Total Check Amount: \$589.74</b>
V46495	RICHARDS, WATSON & GERSHON	11/26/2021	8978	840141412	0116 REIMB WORK JUL21	\$8,858.00
		11/26/2021	8978	840141412	0195 SAFER AVES JUL21	\$3,045.60
		11/26/2021	8978	840141412	0116 REIMB WORK SEP21	\$2,927.50
<b>RICHARDS, WATSON &amp; GERSHON</b>						<b>Total Check Amount: \$14,831.10</b>
V46496	RPW SERVICES, INC.	11/26/2021	3791	510707936	WEED ABATEMENT	\$465.00
<b>RPW SERVICES, INC.</b>						<b>Total Check Amount: \$465.00</b>
V46497	RUSSELL SIGLER INC.	11/26/2021	21638	490515151	FIRE STN 250 V FUSES	\$29.42
		11/26/2021	21638	490515151	FIRE STN HVAC FILTERS	\$56.37
<b>RUSSELL SIGLER INC.</b>						<b>Total Check Amount: \$85.79</b>
V46498	SIGNARAMA OF ANAHEIM	11/26/2021	12440	510707914	SKATE PARK SIGNS	\$139.85
<b>SIGNARAMA OF ANAHEIM</b>						<b>Total Check Amount: \$139.85</b>
V46499	MARTIN L SIMONOFF	11/26/2021	2750	110111111	LEAGUE OF CA CITIES	\$34.29
<b>MARTIN L SIMONOFF</b>						<b>Total Check Amount: \$34.29</b>
V46500	SITEONE LANDSCAPE SUPPLY, LLC	11/26/2021	25942	110515141	IRRIGATION PARTS	\$357.20
		11/26/2021	25942	110515143	IRRIGATION PARTS	\$77.31
<b>SITEONE LANDSCAPE SUPPLY, LLC</b>						<b>Total Check Amount: \$434.51</b>

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V46501	SPECTRUM GAS PRODUCTS, INC.	11/26/2021	16060	174222222	OXYGEN/PM SUPPLS FS2	\$71.10
<b>SPECTRUM GAS PRODUCTS, INC. Total Check Amount:</b>						<b>\$71.10</b>
V46502	STAPLES TECHNOLOGY SOLUTIONS	11/26/2021	22888	110515111	TONER	\$319.80
<b>STAPLES TECHNOLOGY SOLUTIONS Total Check Amount:</b>						<b>\$319.80</b>
V46503	STATE INDUSTRIAL PRODUCTS	11/26/2021	8572	110222223	LAUNDRY DETERGENT	\$452.55
<b>STATE INDUSTRIAL PRODUCTS Total Check Amount:</b>						<b>\$452.55</b>
V46504	SUPERCO SPEC PROD/MOMAR, INC.	11/26/2021	16084	490515151	GRAFFITI BUSTER	\$508.79
<b>SUPERCO SPEC PROD/MOMAR, INC. Total Check Amount:</b>						<b>\$508.79</b>
V46505	THOMSON REUTERS - WEST	11/26/2021	22020	110212121	OPEN SRCE INTEL OCT21	\$487.22
		11/26/2021	22020	110111112	LEGAL SUBSCRPTN NOV21	\$165.00
<b>THOMSON REUTERS - WEST Total Check Amount:</b>						<b>\$652.22</b>
V46506	RYAN L. TRENT	11/26/2021	14155	110212111	TRAINING EXPENSES	\$779.35
<b>RYAN L. TRENT Total Check Amount:</b>						<b>\$779.35</b>
V46507	TROPICAL PLAZA NURSERY, INC	11/26/2021	2062	346515112	IRRIGATION REPAIR	\$293.85
<b>TROPICAL PLAZA NURSERY, INC Total Check Amount:</b>						<b>\$293.85</b>
V46508	TURBO DATA SYSTEMS, INC.	11/26/2021	1472	110212122	CITATION PROC OCT21	\$626.13
<b>TURBO DATA SYSTEMS, INC. Total Check Amount:</b>						<b>\$626.13</b>
V46509	VIRTUAL PROJECT MANAGER	11/26/2021	23508	510707453	CIP/SW BCKUP/ST NOV21	\$80.00
		11/26/2021	23508	510707460	CIP/SW BCKUP/ST NOV21	\$80.00
		11/26/2021	23508	510707322	CIP/SW BCKUP/ST NOV21	\$80.00
		11/26/2021	23508	510707457	CIP/SW BCKUP/ST NOV21	\$80.00
		11/26/2021	23508	510707251	CIP/SW BCKUP/ST NOV21	\$100.00
		11/26/2021	23508	510707459	CIP/SW BCKUP/ST NOV21	\$80.00
<b>VIRTUAL PROJECT MANAGER Total Check Amount:</b>						<b>\$500.00</b>
V46510	WEST COAST SAND & GRAVEL, INC.	11/26/2021	11519	420515131	SAND	\$1,233.47
<b>WEST COAST SAND &amp; GRAVEL, INC. Total Check Amount:</b>						<b>\$1,233.47</b>
V46511	WILLDAN ENGINEERING	11/26/2021	12445	110000000	INSP SVCS THRU 10/1	\$156.00
		11/26/2021	12445	510707278	INSP SVCS THRU 10/1	\$61.50
		11/26/2021	12445	510707968	INSP SVCS THRU 10/1	\$522.00
		11/26/2021	12445	110000000	PLAN CHECK SVCS 7/30	\$204.00
		11/26/2021	12445	840515171	INSP SVCS THRU 10/1	\$1,781.00
		11/26/2021	12445	84051517P	PLAN CHECK SVCS 7/30	\$2,329.00
<b>WILLDAN ENGINEERING Total Check Amount:</b>						<b>\$5,053.50</b>
V46512	WILLIAMS PIPELINE CONTRACTORS INC	11/26/2021	31528	510707322	C.HLLS ST/WTR IMP OCT	\$153,968.40
<b>WILLIAMS PIPELINE CONTRACTORS INC Total Check Amount:</b>						<b>\$153,968.40</b>
V46513	CHRISTOPHER MICHAEL FRANCIS WINGER	11/26/2021	26711	110212111	TRAINING EXPENSE	\$16.00
<b>CHRISTOPHER MICHAEL FRANCIS WINGER Total Check Amount:</b>						<b>\$16.00</b>
V46514	ZERO WASTE USA INC/MUTT MITT	11/26/2021	22125	343515112	DOG WASTE BAGS	\$687.52

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<i>ZERO WASTE USA INC/MUTT MITT</i>					Total Check Amount:	\$687.52
					Voucher Subtotal	\$435,300.72
<b>TOTAL</b>						<b>\$599,616.99</b>

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
189203	THE ALLEY CATS MUSIC, INC	12/03/2021	12680	110	ALLEY CATS NOV 2021	\$10,599.30
<b>THE ALLEY CATS MUSIC, INC</b>					<b>Total Check Amount:</b>	<b>\$10,599.30</b>
189204	AMERICAN PUBLIC WORKS ASSOC/APWA	12/03/2021	3665	110515111	MEMB RENEWAL FY 21/22	\$1,012.50
		12/03/2021	3665	110515171	MEMB RENEWAL FY 21/22	\$337.50
<b>AMERICAN PUBLIC WORKS ASSOC/APWA</b>					<b>Total Check Amount:</b>	<b>\$1,350.00</b>
189205	AT&T CALNET	12/03/2021	20391	361515142	CALNET NOV 2021	\$110.44
		12/03/2021	20391	475141471	CALNET NOV 2021	\$145.68
<b>AT&amp;T CALNET</b>					<b>Total Check Amount:</b>	<b>\$256.12</b>
189206	AT&T CALNET	12/03/2021	20391	475141471	CALNET OCT 2021	\$23.53
<b>AT&amp;T CALNET</b>					<b>Total Check Amount:</b>	<b>\$23.53</b>
189207	BANG THE TABLE USA LLC	12/03/2021	30639	110323231	ENGAGEMNT HQ LIC 2122	\$8,750.00
<b>BANG THE TABLE USA LLC</b>					<b>Total Check Amount:</b>	<b>\$8,750.00</b>
189208	BREA CENTRAL BUS CTR MAINT	12/03/2021	31551	420000000	CLOSED WATER ACCOUNT	\$37.32
<b>BREA CENTRAL BUS CTR MAINT</b>					<b>Total Check Amount:</b>	<b>\$37.32</b>
189209	BREA PLACE MASTER ASSOCIATION	12/03/2021	31549	420000000	CLOSED WATER ACCOUNT	\$92.76
<b>BREA PLACE MASTER ASSOCIATION</b>					<b>Total Check Amount:</b>	<b>\$92.76</b>
189210	CITY OF BREA - WATER DEPT	12/03/2021	2039	347515112	WATER 10/5-11/5/21	\$363.52
		12/03/2021	2039	346515112	WATER 10/5-11/5/21	\$4,683.72
		12/03/2021	2039	880515113	WATER 10/5-11/5/21	\$20.11
		12/03/2021	2039	343515112	WATER 10/5-11/5/21	\$2,099.84
		12/03/2021	2039	341515112	WATER 10/5-11/5/21	\$863.49
		12/03/2021	2039	345515112	WATER 10/5-11/5/21	\$2,101.51
		12/03/2021	2039	465515149	WATER 10/5-11/5/21	\$31,953.72
<b>CITY OF BREA - WATER DEPT</b>					<b>Total Check Amount:</b>	<b>\$42,085.91</b>
189211	COMMERCIAL AQUATIC SERVICES, INC.	12/03/2021	25513	110404422	BULK CHEMICALS	\$477.14
<b>COMMERCIAL AQUATIC SERVICES, INC.</b>					<b>Total Check Amount:</b>	<b>\$477.14</b>
189212	COUNTY OF ORANGE	12/03/2021	4799	410515132	21/22 NPDES FIXEDCOST	\$1,019.21
<b>COUNTY OF ORANGE</b>					<b>Total Check Amount:</b>	<b>\$1,019.21</b>
189213	CREATE A PARTY RENTALS	12/03/2021	7113	110404421	TREE LIGHTING RENTAL	\$410.00
<b>CREATE A PARTY RENTALS</b>					<b>Total Check Amount:</b>	<b>\$410.00</b>
189214	D.S. CUSTOM LINENS, INC	12/03/2021	31417	110141441	LINEN CLEANING	\$376.72
		12/03/2021	31417	110404421	LINEN CLEANING	\$11.19
<b>D.S. CUSTOM LINENS, INC</b>					<b>Total Check Amount:</b>	<b>\$387.91</b>
189215	SOUTHERN CALIFORNIA EDISON	12/03/2021	3343	110515121	ELECTRICITY OCT-NOV21	\$681.74
		12/03/2021	3343	110515143	ELECTRICITY OCT-NOV21	\$18.30
<b>SOUTHERN CALIFORNIA EDISON</b>					<b>Total Check Amount:</b>	<b>\$700.04</b>
189216	EMPLOYMENT DEVELOPMENT DEPT	12/03/2021	7464	470141483	COVID CLAIMS 2021 Q3	\$8,935.93
		12/03/2021	7464	470141483	NONCOVID CLMS 2021 Q3	\$1,530.72

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<b>EMPLOYMENT DEVELOPMENT DEPT</b>						<b>Total Check Amount: \$10,466.65</b>
189217	ERIC W. GRUVER PHD	12/03/2021	7856	110141481	PRE-EMPL EVAL NOV21	\$850.00
<b>ERIC W. GRUVER PHD</b>						<b>Total Check Amount: \$850.00</b>
189218	FERNANDO TRUJILLO SHADEWORKS	12/03/2021	31522	181404250	BCC SHADE REPAIR	\$4,500.00
<b>FERNANDO TRUJILLO SHADEWORKS</b>						<b>Total Check Amount: \$4,500.00</b>
189219	FRONTIER COMMUNICATIONS	12/03/2021	26183	475141471	5621820146 1116-1215	\$45.15
<b>FRONTIER COMMUNICATIONS</b>						<b>Total Check Amount: \$45.15</b>
189220	GARDNER OUTDOOR AND POOL REMODELING	12/03/2021	30826	510707972	PLUNGE WADER REMODEL	\$35,284.00
<b>GARDNER OUTDOOR AND POOL REMODELING</b>						<b>Total Check Amount: \$35,284.00</b>
189221	THE GAS COMPANY	12/03/2021	3749	490515151	GAS 10/21-11/22/2021	\$167.31
<b>THE GAS COMPANY</b>						<b>Total Check Amount: \$167.31</b>
189222	GEARGRID CORPORATION	12/03/2021	31554	110	LOCKERS SALES TAX	(\$104.70)
		12/03/2021	31554	110222223	LOCKERS	\$2,023.70
<b>GEARGRID CORPORATION</b>						<b>Total Check Amount: \$1,919.00</b>
189223	GOVERNMENT TRAINING AGENCY	12/03/2021	27548	110212111	ICIMGMT/DET UNIT SUPV	\$576.00
<b>GOVERNMENT TRAINING AGENCY</b>						<b>Total Check Amount: \$576.00</b>
189224	LAUREN HAINES	12/03/2021	31546	420000000	WTR OVERPYMT REFUND	\$150.79
<b>LAUREN HAINES</b>						<b>Total Check Amount: \$150.79</b>
189225	HARRINGTON GEOTECHNICAL ENG.INC.	12/03/2021	15251	510707466	GEOTCH INV REPORT 9/2	\$301.51
		12/03/2021	15251	510707454	GEOTCH INV REPORT 9/2	\$508.48
		12/03/2021	15251	510707626	GEOTCH INV REPORT 9/2	\$190.01
<b>HARRINGTON GEOTECHNICAL ENG.INC.</b>						<b>Total Check Amount: \$1,000.00</b>
189226	HAL HOBSON	12/03/2021	31548	420000000	CLOSED WATER ACCOUNT	\$115.84
<b>HAL HOBSON</b>						<b>Total Check Amount: \$115.84</b>
189227	STEVEN K JORDAN	12/03/2021	31553	110000000	PD REPORT REFUND REQ	\$3.00
<b>STEVEN K JORDAN</b>						<b>Total Check Amount: \$3.00</b>
189228	KAREN WARNER ASSOCIATES, INC.	12/03/2021	19143	280323215	HSG ELEMENT SEPT 2021	\$11,296.43
<b>KAREN WARNER ASSOCIATES, INC.</b>						<b>Total Check Amount: \$11,296.43</b>
189229	KOA CORPORATION CBM CONSULTING	12/03/2021	22839	510707453	PROF SVCS OCT 2021	\$16,764.91
		12/03/2021	22839	510707457	PROF SVCS OCT 2021	\$20,077.59
<b>KOA CORPORATION CBM CONSULTING</b>						<b>Total Check Amount: \$36,842.50</b>
189230	LINSCOTT, LAW & GREENSPAN ENGINEERS	12/03/2021	29408	110323231	SB2 PARKNG STDS OCT21	\$438.02
<b>LINSCOTT, LAW &amp; GREENSPAN ENGINEERS</b>						<b>Total Check Amount: \$438.02</b>
189231	M. ARTHUR GENSLER, JR. & ASSOCIATES	12/03/2021	28450	110323231	PROF SVCS THRU 10/23	\$4,645.00
<b>M. ARTHUR GENSLER, JR. &amp; ASSOCIATES</b>						<b>Total Check Amount: \$4,645.00</b>
189232	MJD INVESTMENT COMPANY	12/03/2021	1922	420000000	OVRPYMT:CLSD WTR ACCT	\$1,189.48
<b>MJD INVESTMENT COMPANY</b>						<b>Total Check Amount: \$1,189.48</b>

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189233	MOTOROLA SOLUTIONS, INC.	12/03/2021	22012	475141471	LINUX MIGRATION - PD	\$11,560.07	
					<b>MOTOROLA SOLUTIONS, INC.</b>	<b>Total Check Amount:</b>	<b>\$11,560.07</b>
189234	OFFICE DEPOT, INC	12/03/2021	4743	110212111	TONER	\$458.62	
		12/03/2021	4743	110212111	CREDIT 209202744001	(\$91.58)	
		12/03/2021	4743	110141441	OFFICE SUPPLIES	\$35.82	
		12/03/2021	4743	110212111	OFFICE SUPPLIES	\$42.01	
					<b>OFFICE DEPOT, INC</b>	<b>Total Check Amount:</b>	<b>\$444.87</b>
189235	RENNE SLOAN HOTLZMAN SAKAI, LLP	12/03/2021	27580	110141481	LEGAL SVCS 007 OCT21	\$5,847.50	
					<b>RENNE SLOAN HOTLZMAN SAKAI, LLP</b>	<b>Total Check Amount:</b>	<b>\$5,847.50</b>
189236	RRM DESIGN GROUP	12/03/2021	31386	110111143	DT PARKLETS OCT21	\$5,247.00	
					<b>RRM DESIGN GROUP</b>	<b>Total Check Amount:</b>	<b>\$5,247.00</b>
189237	WILLIAM SCHROEDER	12/03/2021	31547	420000000	CLOSED WATER ACCOUNT	\$78.89	
					<b>WILLIAM SCHROEDER</b>	<b>Total Check Amount:</b>	<b>\$78.89</b>
189238	KI SONG	12/03/2021	31550	420000000	CLOSED WATER ACCOUNT	\$89.66	
					<b>KI SONG</b>	<b>Total Check Amount:</b>	<b>\$89.66</b>
189239	ELIZABETH WHEAT	12/03/2021	31552	420000000	CLOSED WATER ACCOUNT	\$43.20	
					<b>ELIZABETH WHEAT</b>	<b>Total Check Amount:</b>	<b>\$43.20</b>
<b>Check Subtotal</b>						<b>\$198,989.60</b>	
V46515	ACCELA INC.	12/03/2021	27472	110323241	2122 ACCELA SUBSCRPTN	\$57,947.40	
					<b>ACCELA INC.</b>	<b>Total Check Amount:</b>	<b>\$57,947.40</b>
V46516	DAVID J. AGUIRRE	12/03/2021	12388	110212111	ICS-300	\$24.00	
					<b>DAVID J. AGUIRRE</b>	<b>Total Check Amount:</b>	<b>\$24.00</b>
V46517	ALL CITY MANAGEMENT SERVICES INC	12/03/2021	6604	110212132	CRSNG GRD 10/17-10/29	\$4,292.75	
					<b>ALL CITY MANAGEMENT SERVICES INC</b>	<b>Total Check Amount:</b>	<b>\$4,292.75</b>
V46518	ARC IMAGING RESOURCES	12/03/2021	23273	110404211	PLOTTER SUPPLIES	\$174.18	
					<b>ARC IMAGING RESOURCES</b>	<b>Total Check Amount:</b>	<b>\$174.18</b>
V46519	THE BANK OF NEW YORK MELLON	12/03/2021	16062	930141424	CONTRL ACCT JUL-SEP21	\$2,804.06	
					<b>THE BANK OF NEW YORK MELLON</b>	<b>Total Check Amount:</b>	<b>\$2,804.06</b>
V46520	BREA DISPOSAL, INC	12/03/2021	3330	440515122	OCT 2021 RES TONNAGE	\$65,518.34	
					<b>BREA DISPOSAL, INC</b>	<b>Total Check Amount:</b>	<b>\$65,518.34</b>
V46521	CALIFORNIA HEALTH & SAFETY INC.	12/03/2021	15491	110222221	BACK FRAME ASSEMBLY	\$1,086.98	
					<b>CALIFORNIA HEALTH &amp; SAFETY INC.</b>	<b>Total Check Amount:</b>	<b>\$1,086.98</b>
V46522	CARRIER CORPORATION	12/03/2021	29691	490515151	CHILLER MNT JUL-SEP21	\$5,386.50	
					<b>CARRIER CORPORATION</b>	<b>Total Check Amount:</b>	<b>\$5,386.50</b>
V46523	CDCE INCORPORATED	12/03/2021	19356	231212141	TABLETS/TOUGHBOOKS	\$45,217.50	
					<b>CDCE INCORPORATED</b>	<b>Total Check Amount:</b>	<b>\$45,217.50</b>
V46524	CORE & MAIN LP	12/03/2021	27049	420515131	WATER METERS+ENCODERS	\$2,688.37	

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<b>CORE &amp; MAIN LP</b>						<b>Total Check Amount: \$2,688.37</b>
V46525	ENTENMANN ROVIN COMPANY	12/03/2021	3457	110212111	BADGES/PATCHS/ EMBLEMS	\$137.37
<b>ENTENMANN ROVIN COMPANY</b>						<b>Total Check Amount: \$137.37</b>
V46526	EQUIPMENT DIRECT INC	12/03/2021	4522	480515161	SAFETY VESTS	\$13.85
<b>EQUIPMENT DIRECT INC</b>						<b>Total Check Amount: \$13.85</b>
V46527	EVERNORTH BEHAVIORAL HEALTH INC.	12/03/2021	26628	110141481	EAP SVCS DEC 2021	\$1,030.09
<b>EVERNORTH BEHAVIORAL HEALTH INC.</b>						<b>Total Check Amount: \$1,030.09</b>
V46528	FUSCOE ENGINEERING, INC.	12/03/2021	18052	410515132	HRVST+REUSE OPP OCT21	\$2,740.00
<b>FUSCOE ENGINEERING, INC.</b>						<b>Total Check Amount: \$2,740.00</b>
V46529	GIS PLANNING INC	12/03/2021	30438	110323214	COMM PROFILE SOFTWARE	\$3,605.00
<b>GIS PLANNING INC</b>						<b>Total Check Amount: \$3,605.00</b>
V46530	INTERWEST CONSULTING GROUP, INC.	12/03/2021	28473	510707311	CONSTR MGMT OCT 2021	\$75.00
		12/03/2021	28473	510707923	CONSTR MGMT OCT21 FS1	\$150.00
		12/03/2021	28473	510707464	CONSTR MGMT OCT 2021	\$75.00
<b>INTERWEST CONSULTING GROUP, INC.</b>						<b>Total Check Amount: \$300.00</b>
V46531	KELLY PAPER COMPANY	12/03/2021	7039	110141441	PAPER	\$216.27
<b>KELLY PAPER COMPANY</b>						<b>Total Check Amount: \$216.27</b>
V46532	RYAN JOSEPH KLUG	12/03/2021	29363	110212111	TFC COLL INV/RECONSTR	\$80.00
<b>RYAN JOSEPH KLUG</b>						<b>Total Check Amount: \$80.00</b>
V46533	ALFONS KUNZE	12/03/2021	17789	110212111	ICS-300	\$24.00
<b>ALFONS KUNZE</b>						<b>Total Check Amount: \$24.00</b>
V46534	LIEBERT CASSIDY WHITMORE	12/03/2021	2489	110141481	PROF SVCS 00022 OCT21	\$17,307.00
<b>LIEBERT CASSIDY WHITMORE</b>						<b>Total Check Amount: \$17,307.00</b>
V46535	LIFE-ASSIST, INC.	12/03/2021	10530	174222222	PM SUPPLIES FS#1	\$1,786.26
<b>LIFE-ASSIST, INC.</b>						<b>Total Check Amount: \$1,786.26</b>
V46536	STEVEN MACIAS	12/03/2021	30457	110212111	INV INTRVW+INTERROGTN	\$40.00
<b>STEVEN MACIAS</b>						<b>Total Check Amount: \$40.00</b>
V46537	MARGARITO DAVID MENDEZ	12/03/2021	26196	110212111	INV INTRVW+INTERROGTN	\$40.00
<b>MARGARITO DAVID MENDEZ</b>						<b>Total Check Amount: \$40.00</b>
V46538	PACIFIC COAST ENTERTAINMENT	12/03/2021	21588	110404421	TREE LIGHTING SNOW	\$965.00
<b>PACIFIC COAST ENTERTAINMENT</b>						<b>Total Check Amount: \$965.00</b>
V46539	EDGAR B PADILLA	12/03/2021	12386	110212111	ICS-300	\$24.00
<b>EDGAR B PADILLA</b>						<b>Total Check Amount: \$24.00</b>
V46540	PLUMBING WHOLESALE OUTLET, INC.	12/03/2021	18392	490515151	FS2 REV OSMOSIS SYSTM	\$326.16
<b>PLUMBING WHOLESALE OUTLET, INC.</b>						<b>Total Check Amount: \$326.16</b>
V46541	PVP COMMUNICATIONS	12/03/2021	25744	110212132	LIDAR RECERTIFICATION	\$380.00
<b>PVP COMMUNICATIONS</b>						<b>Total Check Amount: \$380.00</b>

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Between Nov 29, 2021 12:00 AM and Dec 3, 2021 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V46542	QUALITY PLACEMENT AUTHORITY, LLC	12/03/2021	27027	110111143	TEMP STAFF 11/14/21	\$1,046.54
<b>QUALITY PLACEMENT AUTHORITY, LLC</b>						<b>Total Check Amount: \$1,046.54</b>
V46543	RCS INVESTIGATIONS & CONSULTING LLC	12/03/2021	22534	110212111	BCKGRND INVESTIGATION	\$1,550.00
<b>RCS INVESTIGATIONS &amp; CONSULTING LLC</b>						<b>Total Check Amount: \$1,550.00</b>
V46544	SANDLER BROTHERS	12/03/2021	18004	420515131	RAGS	\$314.20
<b>SANDLER BROTHERS</b>						<b>Total Check Amount: \$314.20</b>
V46545	STRUCTURE SIX	12/03/2021	29170	510707923	65% P&E FS1 RETROFIT	\$2,480.00
		12/03/2021	29170	510707923	95% PS&E FS1 RETROFIT	\$9,430.00
		12/03/2021	29170	510707923	3SETS 95% PS&E REPORT	\$680.00
		12/03/2021	29170	510707923	PS&E DOCS FS1 RETROFIT	\$2,624.00
<b>STRUCTURE SIX</b>						<b>Total Check Amount: \$15,214.00</b>
V46546	RICHARD W. WILDMAN	12/03/2021	26129	110212111	ICS-300	\$24.00
<b>RICHARD W. WILDMAN</b>						<b>Total Check Amount: \$24.00</b>
V46547	CHRISTOPHER MICHAEL FRANCIS WINGER	12/03/2021	26711	110212111	ICIMGMT/DET UNIT SUPV	\$40.00
<b>CHRISTOPHER MICHAEL FRANCIS WINGER</b>						<b>Total Check Amount: \$40.00</b>
V46548	SARA L. WOODWARD	12/03/2021	26083	110212122	MILEAGE OCT 2021	\$91.84
<b>SARA L. WOODWARD</b>						<b>Total Check Amount: \$91.84</b>
<b>Voucher Subtotal</b>						<b>\$232,435.66</b>
W22010	BANC OF AMERICA PUBLIC CAPITAL CORP	11/30/2021	20360	172212141	PD RADIO LEASE PURCH PYMT	\$153,321.47
<b>BANC OF AMERICA PUBLIC CAPITAL CORP</b>						<b>Total Check Amount: \$153,321.47</b>
W22011	UNION BANK	11/30/2021	14102	930	LAIF CONTRIBUTION	\$2,475,000.00
<b>UNION BANK</b>						<b>Total Check Amount: \$2,475,000.00</b>
<b>Wire Subtotal</b>						<b>\$2,628,321.47</b>

**TOTAL \$3,059,746.73**

City of Brea

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**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/07/2021

**SUBJECT:** Monthly Report of Cash Investments for the City of Brea for Period Ended October 31, 2021

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**RECOMMENDATION**

Receive and file.

**BACKGROUND/DISCUSSION**

The Monthly Report of Cash and Investments is in accordance with Government Code Sections (GCS) 41004 and 53607 and contains information on the cash and investment activities for the month of September 2021. 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 investment and functions like a savings account. The City's managed investment portfolio is for longer-term investments, which are managed through Chandler Asset Management (Chandler). Together, the short and long-term investment accounts represent the City's investment portfolio.

Attachment A includes a Cash and Investment Information Summary and Monthly Account Statement prepared by Chandler for invested funds. The book value is the cost plus or minus amortization/accretion. As of October 31, 2021, the total market value of the managed investment portfolio, including accrued interest, was \$93,445,193.95 as compared to \$93,889,386.21 at September 30, 2021. The weighted average investment yield for October 31, 2021 was 1.41%, which was slightly less than the prior month. The City's Local Agency Investment Fund (LAIF) had a total market value, including accrued interest of \$5,551,798.56 at October 31, 2021. This brings the total value of the City's investment portfolio as of October 31, 2021 to \$98,996,992.51 as compared to \$100,189,665.11 at September 30, 2021.

The City has restricted cash and investments held in the post-employment benefits trust account administered by PARS (PARS account), which is managed by HighMark Capital (HighMark) and the City's various bond reserve accounts which are managed by Chandler. Attachment A includes a monthly statement from US Bank for the PARS account as well as a portfolio report from Chandler for each bond reserve account that is invested. As of October 31, 2021, the market value of the PARS account, including short-term cash and accrued interest was \$11,187,066.55 compared to \$10,845,234.35 from the prior month. All other restricted cash investments (bond reserve accounts), including short-term cash and accrued interest, was \$696,689.11 in comparison to \$685,112.91 from the prior month.

Pursuant to the City's investment policy, with the exception of LAIF, direct time certificates of

deposit and money market mutual funds, all City investments are held by third-party custodians. The Bank of New York Mellon Trust Company, N.A. (BNY) holds accounts managed by Chandler and US Bank holds the PARS account managed by HighMark, which acts as an agent of the City. These financial institutions are not a counterparty to the investment transaction and all securities are held in the name of the City of Brea. The custodial accounts have been reconciled to the par value of the applicable portfolio report for the month. The City of Brea has sufficient cash flow to meet its expected expenditures for the next six months.

**FISCAL IMPACT/SUMMARY**

During the month of October, the total value of the City's investment portfolio decreased by \$1,192,672.60 to address operating and Capital Improvement Project (CIP) expenditures that occurred during the month. The City's PARS account increased by \$341,832.20 due to market rate adjustments and the City's bond reserve accounts increased by \$11,576.20 due to market rate adjustments.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Anthony Godoy, Management Analyst II

Concurrence: Cindy Russell, Administrative Services Director

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**Attachments**

Attachment A

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**City of Brea**  
**Cash and Investment Information**  
 October 31, 2021

		<b>Book Value</b>	<b>Market Value*</b>
<b>Demand and Interest-Bearing Checking Accounts</b>	Citizen's Bank	\$ 1,577,936.10	\$ 1,577,936.10
<b>Local Agency Investment Fund</b>	LAIF	\$ 5,550,644.76	\$ 5,551,798.56
<b>Managed Investment Portfolio - CHANDLER</b>	Chandler/BNY	\$ 92,278,269.40	\$ 93,445,193.95
<b>PARS Post-Employment Benefits Trust**</b>	Highmark/US Bank	\$ 8,774,040.91	\$ 11,187,066.55
<b><u>Fiscal Agent Cash &amp; Investments**</u></b>			
2010 Lease Revenue Bonds	Chandler/BNY	\$ -	\$ -
2014 Downtown Brea Public Improvements CFD Bonds (CFD 1996-1)	Chandler/BNY	\$ -	\$ -
2014 Water Revenue Bonds	Chandler/BNY	\$ 1.20	\$ 1.20
2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2)	Chandler/BNY	\$ 673,759.69	\$ 683,359.80
2019 Olinda Ranch Public Improvements CFD Bonds (CFD 1997-1)	Chandler/BNY	\$ 17.34	\$ 17.34
2019 Water Revenue Bonds	Chandler/BNY	\$ 3.59	\$ 3.59
2020 Water Revenue Refunding Bonds	Chandler/BNY	\$ -	\$ -
2021 Lease Revenue Refunding Bonds	Chandler/BNY	\$ 13,307.18	\$ 13,307.18
<b>Sub-total - Fiscal Agent Cash &amp; Investments</b>		<b>\$ 687,089.00</b>	<b>\$ 696,689.11</b>
<b>Report Grand Total</b>		<b>\$ 108,867,980.17</b>	<b>\$ 112,458,684.27</b>

\* Includes accrued interest on invested funds

\*\* Reserve Fund

**City of Brea**  
**Cash and Investment Information**  
 October 31, 2021

<b>Fiscal Agent Cash &amp; Investments Detail</b>		<b>Book Value</b>	<b>Market Value</b>
10129	2010 Lease Revenue Bonds - <b>CHANDLER</b>	\$ -	\$ -
	Short-Term Treasury Funds - <b>BNY</b>	\$ -	\$ -
	<b>Sub-total</b>	<b>\$ -</b>	<b>\$ -</b>
	2014 Downtown Brea Public Improvements CFD Bonds - <b>CHANDLER</b>	\$ -	\$ -
	Short-Term Treasury Funds - <b>BNY</b>	\$ -	\$ -
	<b>Sub-total</b>	<b>\$ -</b>	<b>\$ -</b>
	2014 Water Revenue Bonds - <b>CHANDLER</b>	\$ -	\$ -
	Short-Term Treasury Funds - <b>BNY</b>	\$ 1.20	\$ 1.20
	<b>Sub-total</b>	<b>\$ 1.20</b>	<b>\$ 1.20</b>
10600	2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2) - <b>CHANDLER</b>	\$ 669,625.11	\$ 679,225.22
	Short-Term Treasury Funds - <b>BNY</b>	\$ 4,134.58	\$ 4,134.58
	<b>Sub-total</b>	<b>\$ 673,759.69</b>	<b>\$ 683,359.80</b>
	2019 Olinda Ranch Public Improvements Bonds (CFD 1997-1) - <b>CHANDLER</b>	\$ -	\$ -
	Short-Term Treasury Funds - <b>BNY</b>	\$ 17.34	\$ 17.34
	<b>Sub-total</b>	<b>\$ 17.34</b>	<b>\$ 17.34</b>
	2019 Water Revenue Bonds - <b>CHANDLER</b>	\$ -	\$ -
	Short-Term Treasury Funds - <b>BNY</b>	\$ 3.59	\$ 3.59
	<b>Sub-total</b>	<b>\$ 3.59</b>	<b>\$ 3.59</b>
	2020 Water Revenue Refunding Bonds - <b>CHANDLER</b>	\$ -	\$ -
	Short-Term Treasury Funds - <b>BNY</b>	\$ -	\$ -
	<b>Sub-total</b>	<b>\$ -</b>	<b>\$ -</b>
	2021 Lease Revenue Refunding Bonds - <b>CHANDLER</b>	\$ -	\$ -
	Short-Term Treasury Funds - <b>BNY</b>	\$ 13,307.18	\$ 13,307.18
	<b>Sub-total</b>	<b>\$ 13,307.18</b>	<b>\$ 13,307.18</b>
<b>Report Grand Total</b>		<b>\$ 687,089.00</b>	<b>\$ 696,689.11</b>

**City of Brea**  
**Accounting of Cash Receipts, Disbursements and Balances**  
**For the Month of October 2021**

<b>Fund</b>	<b>Fund Name</b>	<b>Cash Balance 09/30/21 <sup>1</sup></b>	<b>Cash Receipts <sup>2</sup></b>	<b>Cash Disbursements <sup>2</sup></b>	<b>Cash Balance 10/31/2021 <sup>1</sup></b>
110	GENERAL FUND	7,778,906.20	2,960,359.62	(5,591,904.68)	5,147,361.14
120	GENERAL MAINTENANCE PLAN	1,410,780.85	1,068.92	(207.55)	1,411,642.22
130	BREA WAR MEMORIAL	12,158.67	-	-	12,158.67
140	CBED FUND	5,095,490.56	269.58	(25,001.68)	5,070,758.46
150	OPEB FUND	155,321.42	81,039.00	(80,299.28)	156,061.14
172	PUBLIC SAFETY AUG-PROP172	632,598.20	68,607.63	(26,434.00)	674,771.83
173	SUPPL LAW ENF SVC - COPS	120,926.07	-	(8,333.00)	112,593.07
174	PARAMEDIC SERVICES	181,327.32	101,864.19	(492,731.06)	(209,539.55)
181	EQUIP REPL FUND-BCC	925,888.37	13,917.00	-	939,805.37
182	FIXED ASSET REPL FUND	5,892,447.40	62,500.00	(299,870.62)	5,655,076.78
220	GAS TAX	1,668,101.20	-	(108,870.62)	1,559,230.58
221	ROAD MAINTENANCE & REPAIR	1,957,940.65	84,795.04	(900.00)	2,041,835.69
230	NARC ENF ASSET SEIZ - FED	-	-	-	-
231	NARC ENF ASSET SEIZ-TREAS	340,768.83	-	-	340,768.83
240	AIR QUALITY IMPROV FEES	438,062.87	-	-	438,062.87
250	PARK DEVELOPMENT	2,471,719.53	-	-	2,471,719.53
260	MEASURE M TRANSPORT TAX	2,068,213.56	6.86	(150,382.93)	1,917,837.49
270	AFFORDABLE HOUSING TRUST	3,208,185.89	162,586.35	(3,048.00)	3,367,724.24
280	HOUSING PROGRAMS & SERVIC	5,552,270.56	55,611.88	(20,206.53)	5,587,675.91
290	COMM DEV BLK GRANT (CDBG)	(345,887.47)	80,040.00	(40,570.00)	(306,417.47)
341	LNDSP & LGT MAINT DIST #1	(8,505.54)	2.02	(3,434.32)	(11,937.84)
342	LIGHTING MAINT DIST #2	37,417.24	1.02	(401.35)	37,016.91
343	LNDSP & LTG MAINT DIST #3	57,672.79	2.02	(5,936.92)	51,737.89
344	LIGHTING MAINT DIST #4	18,594.39	-	(134.52)	18,459.87
345	LNDSP & LTG MAINT DIST #5	69,922.80	3.04	(12,459.49)	57,466.35
346	LNDSP & LTG MAINT DIST #6	58,145.64	2.02	(9,115.37)	49,032.29
347	LNDSP & LTG MAINT DIST #7	1,973.26	1.02	(1,399.58)	574.70
360	CFD-BLACKSTONE (2008-1)	1,881,712.42	175.08	(60,057.93)	1,821,829.57
361	CFD-LA FLORESTA (2011-1)	232,241.33	244.32	(35,644.57)	196,841.08
362	CFD-TAYLOR MORR (2013-1)	128,617.98	20.36	(3,096.44)	125,541.90
363	CFD-CENTRAL PARK VILLAGE	113,614.13	25.46	(3,566.55)	110,073.04
410	URBAN RUNOFF FUND	787,910.47	39,675.34	(28,816.53)	798,769.28
420	WATER UTILITY	21,580,279.51	2,679,284.60	(2,407,926.28)	21,851,637.83
430	SEWER UTILITY	5,093,034.49	218,273.43	(209,904.84)	5,101,403.08
440	SANITATION & ST SWEEPING	(624,509.65)	324,173.58	(309,121.77)	(609,457.84)
460	IT EXTERNAL SERVICES	343,951.27	126,698.16	(69,411.33)	401,238.10
465	GOLF COURSE	1,869,264.97	339,424.19	(468,748.33)	1,739,940.83
470	RISK MANAGEMENT	6,309,950.15	344,245.05	(241,622.95)	6,412,572.25
475	INFORMATION TECHNOLOGY	1,071,643.85	212,148.32	(184,235.16)	1,099,557.01
480	EQUIP & VEHICLE MAINT	1,906,223.22	332,039.41	(142,346.81)	2,095,915.82
490	BUILDING OCCUPANCY	1,444,511.28	222,045.20	(239,583.87)	1,426,972.61
510	CAPITAL IMPROVEMENT	(295,531.13)	2,130,186.83	(1,026,665.69)	807,990.01
540	IMPACT FEES - TRAFFIC	5,016,032.07	-	(207,037.92)	4,808,994.15
541	IMPACT FEES - WATER	1,111,940.99	-	-	1,111,940.99
542	IMPACT FEES - FIRE	714,415.77	-	(64,969.98)	649,445.79
543	IMPACT FEES - DISPATCH	23,850.96	-	-	23,850.96
550	STORM DRAIN CONSTRUCTION	346,878.26	-	-	346,878.26
560	CAPITAL & MITIGATION IMPR	4,347,964.72	4,667.00	(23,220.00)	4,329,411.72
630	REDEV SUPPORT AREA AB	(2,100.05)	1,907.85	(1,981.06)	(2,173.26)
810	PARS POST EMPLOY BENEFIT	-	-	-	-
830	SPEC DEPOSITS-REFUNDABLE	290,859.91	5,450.00	(12,450.00)	283,859.91
840	DEVELOPMENT	1,416,484.99	476,293.77	(116,883.03)	1,775,895.73
845	MIDBURY ASSESSMENT AUTHOR	1,766.30	-	-	1,766.30
865	HILLSIDE OPEN SPACE ED C	575,581.59	-	-	575,581.59
875	COMM FAC DISTRICT 08-2	57,994.20	2.22	(1,747.41)	56,249.01

880	COMM FAC DISTRICT 96-1	(4,289.59)	-	(34.86)	(4,324.45)
890	COMM FAC DISTRICT 97-1	73,689.03	5.54	(3,044.44)	70,650.13
910	GENERAL FIXED ASSETS	-	-	-	-
911	DISASTER RECOVERY FUND	5,228,130.08	1,259.50	-	5,229,389.58
920	GEN LONG-TERM DEBT - CITY	-	-	-	-
924	GEN LONG-TERM DEBT - BPFA	-	-	-	-
940	GASB34 CONVERSION	-	-	-	-
944	GASB34 BREA PUBLIC FINANC	-	-	-	-
950	ILJAOC - OPERATING	388,099.09	33,019.00	(515,324.60)	(94,206.51)
951	ILJAOC - REPLACEMENT	305,063.95	15,513.55	(189,097.44)	131,480.06
952	ILJAOC - GRANTS	-	-	-	-
<b>Subtotal of Cash and Investments Held in City Funds</b>		<b>101,535,717.82</b>	<b>11,179,454.97</b>	<b>(13,448,181.29)</b>	<b>99,266,991.50</b>

**DEDUCT**

930	CASH HELD AS INVESTMENTS	(98,430,962.16)	750,070.87	(8,164.11)	(97,689,055.40)
			11,929,525.84	(13,456,345.40)	

**Cash Balance per General Ledger as of 10/31/2021 \$ 1,577,936.10**

<b>Reconciliation of Cash Held As Investments in Fund 930</b>		<b>Balance</b>
		<b>10/31/2021</b>
	Investments Held in LAIF	5,550,644.76
	Investments Held (at Par) - Chandler	91,995,108.00
	Unallocated Interest Earnings	(139,859.04)
	Investment Premiums / Discounts	283,161.68
<b>Investment Balances held in Fund 930</b>		<b>\$ 97,689,055.40</b>

<sup>1</sup> Cash balances between funds are subject to change due to 1. Interest Allocation 2. Subsequent Journal Entries.

<sup>2</sup> Cash receipts and disbursements may include accounting entries between funds.



## City of Brea Laif

Account #10164

## Portfolio Summary

As of October 31, 2021

## PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	0.21%
Average Purchase YTM	0.21%
Average Market YTM	0.21%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

## ACCOUNT SUMMARY

	Beg. Values as of 9/30/21	End Values as of 10/31/21
Market Value	6,296,003	5,550,645
Accrued Interest	4,276	1,154
<b>Total Market Value</b>	<b>6,300,279</b>	<b>5,551,799</b>
Income Earned	1,130	1,520
Cont/WD		-750,000
Par	6,296,003	5,550,645
Book Value	6,296,003	5,550,645
Cost Value	6,296,003	5,550,645

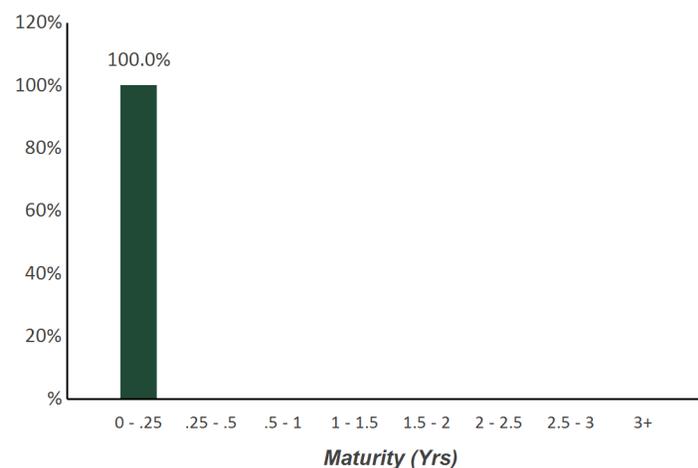
## TOP ISSUERS

Local Agency Investment Fund	100.0%
<b>Total</b>	<b>100.0%</b>

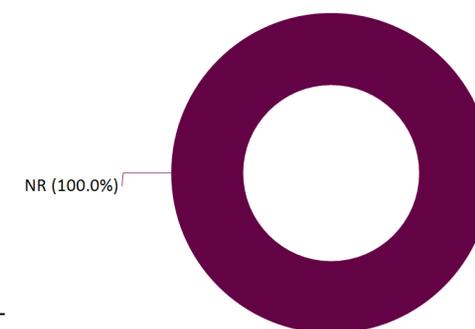
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)



## PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	2/28/2012
City of Brea Laif	0.02%	0.06%	0.28%	0.38%	0.96%	1.48%	1.42%	N/A	N/A



City of Brea Laif

Account #10164

# Holdings Report

As of October 31, 2021

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>LAIF</b>									
90LAIF\$00	Local Agency Investment Fund State Pool	5,550,644.76	Various 0.21%	5,550,644.76 5,550,644.76	1.00 0.21%	5,550,644.76 1,153.80	100.00% 0.00	NR / NR NR	0.00 0.00
<b>Total LAIF</b>		<b>5,550,644.76</b>	<b>0.21%</b>	<b>5,550,644.76</b> <b>5,550,644.76</b>	<b>0.21%</b>	<b>5,550,644.76</b> <b>1,153.80</b>	<b>100.00%</b> <b>0.00</b>	<b>NR / NR</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>TOTAL PORTFOLIO</b>		<b>5,550,644.76</b>	<b>0.21%</b>	<b>5,550,644.76</b> <b>5,550,644.76</b>	<b>0.21%</b>	<b>5,550,644.76</b> <b>1,153.80</b>	<b>100.00%</b> <b>0.00</b>	<b>NR / NR</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>5,551,798.56</b>			



City of Brea Laif

## Transaction Ledger

Account #10164

As of October 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	10/15/2021	90LAIF\$00	4,641.44	Local Agency Investment Fund State Pool	1.000	0.21%	4,641.44	0.00	4,641.44	0.00
<b>Subtotal</b>			<b>4,641.44</b>				<b>4,641.44</b>	<b>0.00</b>	<b>4,641.44</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>4,641.44</b>				<b>4,641.44</b>	<b>0.00</b>	<b>4,641.44</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Security Withdrawal	10/21/2021	90LAIF\$00	750,000.00	Local Agency Investment Fund State Pool	1.000		750,000.00	0.00	750,000.00	0.00
<b>Subtotal</b>			<b>750,000.00</b>				<b>750,000.00</b>	<b>0.00</b>	<b>750,000.00</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>750,000.00</b>				<b>750,000.00</b>	<b>0.00</b>	<b>750,000.00</b>	<b>0.00</b>
<b>OTHER TRANSACTIONS</b>										
Dividend	10/15/2021	90LAIF\$00	701,167,982.82	Local Agency Investment Fund State Pool	0.000		4,641.44	0.00	4,641.44	0.00
<b>Subtotal</b>			<b>701,167,982.82</b>				<b>4,641.44</b>	<b>0.00</b>	<b>4,641.44</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>701,167,982.82</b>				<b>4,641.44</b>	<b>0.00</b>	<b>4,641.44</b>	<b>0.00</b>



City of Brea Laif

Account #10164

## Income Earned

As of October 31, 2021

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>LOCAL AGENCY INVESTMENT FUND</b>						
90LAIF\$00	Local Agency Investment Fund	Various	6,296,003.32	4,275.58	0.00	1,519.66
	State Pool	Various	4,641.44	4,641.44	0.00	
		5,550,644.76	750,000.00	1,153.80	0.00	
			5,550,644.76	1,519.66	1,519.66	
			<b>6,296,003.32</b>	<b>4,275.58</b>	<b>0.00</b>	
			<b>4,641.44</b>	<b>4,641.44</b>	<b>0.00</b>	
			<b>750,000.00</b>	<b>1,153.80</b>	<b>0.00</b>	
<b>Total Local Agency Investment Fund</b>		<b>5,550,644.76</b>	<b>5,550,644.76</b>	<b>1,519.66</b>	<b>1,519.66</b>	<b>1,519.66</b>
			<b>6,296,003.32</b>	<b>4,275.58</b>	<b>0.00</b>	
			<b>4,641.44</b>	<b>4,641.44</b>	<b>0.00</b>	
			<b>750,000.00</b>	<b>1,153.80</b>	<b>0.00</b>	
<b>TOTAL PORTFOLIO</b>		<b>5,550,644.76</b>	<b>5,550,644.76</b>	<b>1,519.66</b>	<b>1,519.66</b>	<b>1,519.66</b>

# Cash Flow Report

As of September 30, 2021



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2021	Dividend	90LAIF\$00	708,456,245.49	Local Agency Investment Fund State Pool	0.00	4,205.83	4,205.83
<b>OCT 2021</b>					<b>0.00</b>	<b>4,205.83</b>	<b>4,205.83</b>
01/17/2022	Dividend	90LAIF\$00	195,176,102.92	Local Agency Investment Fund State Pool	0.00	1,087.91	1,087.91
<b>JAN 2022</b>					<b>0.00</b>	<b>1,087.91</b>	<b>1,087.91</b>
<b>TOTAL</b>					<b>0.00</b>	<b>5,293.74</b>	<b>5,293.74</b>



Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at [www.chandlerasset.com](http://www.chandlerasset.com).

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

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

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

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

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

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

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



## City of Brea

Account #120

## Portfolio Summary

As of October 31, 2021

## PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.56
Average Coupon	1.56%
Average Purchase YTM	1.41%
Average Market YTM	0.75%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.83 yrs
Average Life	2.62 yrs

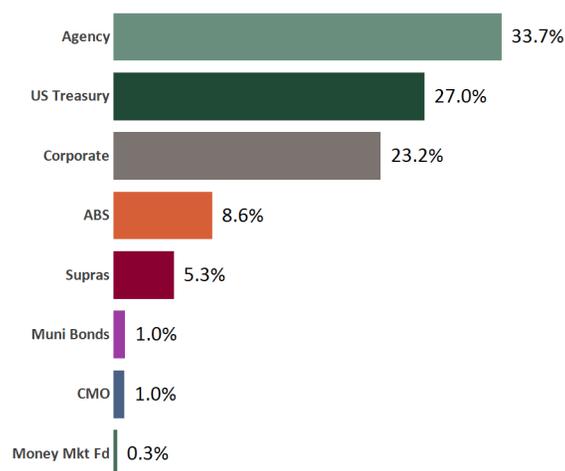
## ACCOUNT SUMMARY

	Beg. Values as of 9/30/21	End Values as of 10/31/21
Market Value	93,562,306	93,132,565
Accrued Interest	327,080	312,629
<b>Total Market Value</b>	<b>93,889,386</b>	<b>93,445,194</b>
Income Earned	110,906	109,798
Cont/WD		0
Par	91,808,630	91,995,108
Book Value	92,134,959	92,278,269
Cost Value	92,304,636	92,469,832

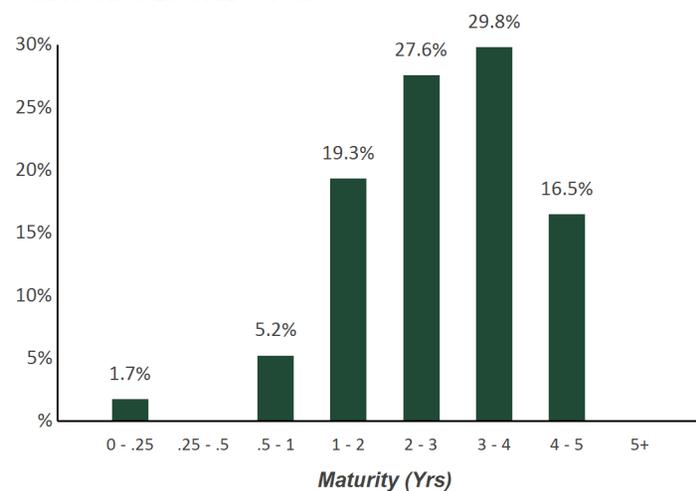
## TOP ISSUERS

Government of United States	27.0%
Federal National Mortgage Assoc	15.4%
Federal Home Loan Mortgage Corp	11.1%
Federal Home Loan Bank	8.2%
Inter-American Dev Bank	4.3%
Bank of America Corp	1.9%
JP Morgan Chase & Co	1.9%
Amazon.com Inc	1.6%
<b>Total</b>	<b>71.3%</b>

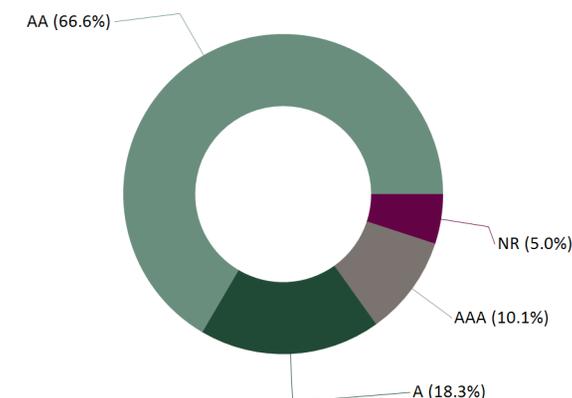
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)



## PERFORMANCE REVIEW

TOTAL RATE OF RETURN	Annualized									
	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	4/30/1996	
City of Brea	-0.47%	-0.76%	-0.74%	-0.44%	1.92%	3.21%	2.01%	1.70%	3.70%	
ICE BofA 1-5 Yr US Treasury & Agency Index*	-0.46%	-0.80%	-0.87%	-0.72%	1.67%	3.02%	1.75%	1.40%	3.35%	
ICE BofA 1-5 Yr AAA-A US Corp & Govt Index	-0.46%	-0.80%	-0.83%	-0.63%	1.77%	3.14%	1.86%	1.56%	N/A	

\*ICE BofA 1-Yr US Treasury Bill Index to 9/30/01



City of Brea

## Reconciliation Summary

Account #120

As of October 31, 2021

BOOK VALUE RECONCILIATION		
<b>BEGINNING BOOK VALUE</b>		<b>\$92,134,958.84</b>
<b>Acquisition</b>		
+ Security Purchases	\$3,026,940.89	
+ Money Market Fund Purchases	\$534,221.59	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
<b>Total Acquisitions</b>		<b>\$3,561,162.48</b>
<b>Dispositions</b>		
- Security Sales	\$2,753,021.56	
- Money Market Fund Sales	\$481,382.70	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$191,361.11	
<b>Total Dispositions</b>		<b>\$3,425,765.37</b>
<b>Amortization/Accretion</b>		
+/- Net Accretion	(\$11,147.34)	
		(\$11,147.34)
<b>Gain/Loss on Dispositions</b>		
+/- Realized Gain/Loss	\$19,060.79	
		\$19,060.79
<b>ENDING BOOK VALUE</b>		<b>\$92,278,269.40</b>

CASH TRANSACTION SUMMARY		
<b>BEGINNING BALANCE</b>		<b>\$239,983.52</b>
<b>Acquisition</b>		
Contributions	\$0.00	
Security Sale Proceeds	\$2,753,021.56	
Accrued Interest Received	\$14,906.24	
Interest Received	\$121,368.91	
Dividend Received	\$3.21	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$191,361.11	
<b>Total Acquisitions</b>	<b>\$3,080,661.03</b>	
<b>Dispositions</b>		
Withdrawals	\$0.00	
Security Purchase	\$3,026,940.89	
Accrued Interest Paid	\$881.25	
<b>Total Dispositions</b>	<b>\$3,027,822.14</b>	
<b>ENDING BOOK VALUE</b>		<b>\$292,822.41</b>



## City of Brea

Account #120

## Holdings Report

As of October 31, 2021

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>ABS</b>									
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	7,574.14	08/21/2018 2.98%	7,573.10 7,573.93	100.17 0.18%	7,586.96 6.21	0.01% 13.03	Aaa / NR AAA	0.81 0.06
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	8,225.81	07/18/2018 3.10%	8,225.18 8,225.66	100.13 0.17%	8,236.43 11.26	0.01% 10.77	Aaa / NR AAA	1.04 0.04
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	195,796.03	06/24/2020 0.83%	200,943.32 197,689.97	100.77 0.19%	197,308.16 253.23	0.21% (381.81)	Aaa / NR AAA	1.71 0.28
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	352,907.24	08/20/2019 1.79%	352,904.32 352,906.41	100.69 0.25%	355,342.65 279.19	0.38% 2,436.24	Aaa / AAA NR	1.79 0.45
58769EAC2	Mercedes-Benz Auto Lease Trust 2020- B A3 0.4% Due 11/15/2023	280,000.00	09/15/2020 0.40%	279,985.80 279,992.60	100.04 0.35%	280,120.68 49.78	0.30% 128.08	NR / AAA AAA	2.04 0.86
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	148,516.69	07/16/2019 2.23%	148,485.17 148,501.49	100.86 0.30%	149,797.64 145.88	0.16% 1,296.15	Aaa / NR AAA	2.12 0.45
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	370,000.00	10/01/2019 1.95%	369,971.47 369,984.46	100.82 0.38%	373,016.24 219.33	0.40% 3,031.78	NR / AAA AAA	2.48 0.52
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	752,265.40	Various 1.71%	755,972.04 754,634.91	100.88 0.34%	758,856.75 645.28	0.81% 4,221.84	Aaa / AAA NR	2.71 0.55
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	280,000.00	05/18/2020 0.83%	279,977.96 279,985.59	100.35 0.39%	280,976.64 102.04	0.30% 991.05	Aaa / AAA NR	2.71 0.81
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	460,000.00	03/04/2020 1.11%	459,971.89 459,982.31	100.51 0.40%	462,323.00 224.89	0.49% 2,340.69	Aaa / NR AAA	2.79 0.72
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	465,000.00	09/22/2020 0.38%	464,931.69 464,955.43	99.94 0.42%	464,720.07 62.13	0.50% (235.36)	NR / AAA AAA	2.97 1.12
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	640,000.00	08/10/2021 0.39%	639,991.30 639,992.04	99.50 0.67%	636,825.60 76.27	0.68% (3,166.44)	NR / AAA AAA	2.98 1.79
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	215,000.00	07/14/2020 0.52%	214,967.23 214,979.26	100.06 0.45%	215,128.36 48.73	0.23% 149.10	Aaa / NR AAA	3.04 0.91
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	285,000.00	09/08/2021 0.34%	284,970.59 284,972.25	99.53 0.61%	283,662.50 15.68	0.30% (1,309.75)	Aaa / NR AAA	3.16 1.66



## City of Brea

Account #120

## Holdings Report

As of October 31, 2021

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>ABS</b>									
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	370,000.00	10/06/2020 0.36%	369,931.07 369,948.09	99.86 0.50%	369,494.58 57.56	0.40% (453.51)	NR / AAA AAA	3.21 0.93
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	650,000.00	08/04/2020 0.48%	649,863.50 649,900.33	99.98 0.48%	649,899.90 93.35	0.70% (0.43)	Aaa / NR AAA	3.31 1.26
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	230,000.00	02/17/2021 0.27%	229,995.79 229,996.73	99.54 0.63%	228,949.36 17.25	0.25% (1,047.37)	Aaa / NR AAA	3.47 1.29
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	470,000.00	10/20/2020 0.39%	469,891.76 469,924.91	99.85 0.49%	469,317.09 79.38	0.50% (607.82)	NR / AAA AAA	3.54 1.33
89240BAC2	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	810,000.00	02/02/2021 0.27%	809,849.66 809,885.02	99.65 0.52%	807,190.11 93.60	0.86% (2,694.91)	Aaa / NR AAA	3.54 1.35
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	400,000.00	04/20/2021 0.38%	399,957.92 399,964.99	99.55 0.65%	398,184.00 67.56	0.43% (1,780.99)	NR / AAA AAA	3.88 1.72
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	385,000.00	07/13/2021 0.52%	384,965.66 384,968.31	99.29 0.80%	382,262.27 88.98	0.41% (2,706.04)	Aaa / NR AAA	4.38 2.53
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	235,000.00	10/13/2021 0.68%	234,994.01 234,994.06	99.54 0.87%	233,918.77 44.39	0.25% (1,075.29)	Aaa / AAA NR	4.88 2.44
<b>Total ABS</b>		<b>8,010,285.31</b>	<b>0.76%</b>	<b>8,018,320.43</b> <b>8,013,958.75</b>	<b>0.49%</b>	<b>8,013,117.76</b> <b>2,681.97</b>	<b>8.58%</b> <b>(840.99)</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>3.09</b> <b>1.17</b>
<b>AGENCY</b>									
3130A3KM5	FHLB Note 2.5% Due 12/9/2022	775,000.00	08/28/2018 2.83%	764,808.75 772,372.31	102.55 0.19%	794,769.48 7,642.36	0.86% 22,397.17	Aaa / AA+ NR	1.11 1.09
3135G0T94	FNMA Note 2.375% Due 1/19/2023	625,000.00	03/14/2018 2.73%	615,087.50 622,513.47	102.60 0.24%	641,231.25 4,205.73	0.69% 18,717.78	Aaa / AA+ AAA	1.22 1.20
3137EAER6	FHLMC Note 0.375% Due 5/5/2023	1,660,000.00	05/05/2020 0.39%	1,659,302.80 1,659,649.17	100.02 0.36%	1,660,328.68 3,043.33	1.78% 679.51	Aaa / AA+ AAA	1.51 1.50
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	1,200,000.00	07/20/2018 2.86%	1,193,976.00 1,197,999.84	103.71 0.47%	1,244,494.80 12,100.00	1.34% 46,494.96	Aaa / AA+ AAA	1.63 1.59



## City of Brea

Account #120

## Holdings Report

As of October 31, 2021

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>AGENCY</b>									
3137EAEV7	FHLMC Note 0.25% Due 8/24/2023	1,025,000.00	08/19/2020 0.28%	1,023,954.50 1,024,370.61	99.60 0.47%	1,020,892.83 476.91	1.09% (3,477.78)	Aaa / AA+ AAA	1.81 1.81
313383YJ4	FHLB Note 3.375% Due 9/8/2023	1,200,000.00	10/29/2018 3.08%	1,215,756.00 1,206,007.36	105.36 0.46%	1,264,366.80 5,962.50	1.36% 58,359.44	Aaa / AA+ NR	1.85 1.80
3135G0U43	FNMA Note 2.875% Due 9/12/2023	1,500,000.00	06/21/2019 1.89%	1,559,805.00 1,526,390.27	104.38 0.51%	1,565,719.50 5,869.79	1.68% 39,329.23	Aaa / AA+ AAA	1.87 1.82
3135G06H1	FNMA Note 0.25% Due 11/27/2023	1,610,000.00	11/23/2020 0.29%	1,608,164.60 1,608,735.13	99.47 0.51%	1,601,447.68 1,721.81	1.72% (7,287.45)	Aaa / AA+ AAA	2.07 2.06
3130A0F70	FHLB Note 3.375% Due 12/8/2023	1,075,000.00	Various 2.74%	1,106,057.50 1,088,312.39	105.91 0.54%	1,138,520.68 14,411.72	1.23% 50,208.29	Aaa / AA+ AAA	2.10 2.02
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	1,500,000.00	04/29/2019 2.37%	1,500,105.00 1,500,050.78	103.97 0.67%	1,559,514.00 5,244.79	1.67% 59,463.22	Aaa / AA+ NR	2.35 2.29
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	1,500,000.00	06/18/2019 1.96%	1,564,890.20 1,534,047.76	105.61 0.71%	1,584,156.00 16,411.46	1.71% 50,108.24	Aaa / AA+ NR	2.62 2.51
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	1,200,000.00	09/13/2019 1.79%	1,262,028.00 1,235,604.89	106.02 0.75%	1,272,266.40 4,600.00	1.37% 36,661.51	Aaa / AA+ AAA	2.87 2.76
3135G0W66	FNMA Note 1.625% Due 10/15/2024	1,755,000.00	Various 1.49%	1,765,434.95 1,761,681.74	102.54 0.75%	1,799,587.53 1,267.49	1.93% 37,905.79	Aaa / AA+ AAA	2.96 2.89
3135G0X24	FNMA Note 1.625% Due 1/7/2025	1,875,000.00	Various 1.47%	1,888,349.75 1,883,768.79	102.49 0.83%	1,921,741.88 9,648.43	2.07% 37,973.09	Aaa / AA+ AAA	3.19 3.09
3137EAEPO	FHLMC Note 1.5% Due 2/12/2025	1,920,000.00	02/13/2020 1.52%	1,918,521.60 1,919,028.71	102.11 0.85%	1,960,416.00 6,320.00	2.10% 41,387.29	Aaa / AA+ AAA	3.29 3.19
3135G03U5	FNMA Note 0.625% Due 4/22/2025	1,510,000.00	04/22/2020 0.67%	1,506,889.40 1,507,837.59	98.97 0.93%	1,494,424.35 235.94	1.60% (13,413.24)	Aaa / AA+ AAA	3.48 3.43
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	1,800,000.00	Various 0.46%	1,802,513.00 1,802,272.41	98.41 0.95%	1,771,297.20 3,350.00	1.90% (30,975.21)	Aaa / AA+ AAA	3.63 3.58
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	1,800,000.00	Various 0.45%	1,793,673.60 1,795,181.73	97.88 0.96%	1,761,876.00 1,875.00	1.89% (33,305.73)	Aaa / AA+ AAA	3.72 3.68
3135G05X7	FNMA Note 0.375% Due 8/25/2025	1,800,000.00	Various 0.45%	1,793,460.00 1,794,636.86	97.71 0.99%	1,758,789.00 1,237.51	1.88% (35,847.86)	Aaa / AA+ AAA	3.82 3.77
3137EAEEX3	FHLMC Note 0.375% Due 9/23/2025	1,805,000.00	Various 0.44%	1,799,651.55 1,800,754.60	97.56 1.02%	1,760,974.25 714.48	1.89% (39,780.35)	Aaa / AA+ AAA	3.90 3.85



## City of Brea

Account #120

## Holdings Report

As of October 31, 2021

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>AGENCY</b>									
3135G06G3	FNMA Note 0.5% Due 11/7/2025	1,825,000.00	Various 0.57%	1,819,098.50 1,820,243.39	97.98 1.01%	1,788,218.95 4,410.41	1.92% (32,024.44)	Aaa / AA+ AAA	4.02 3.95
<b>Total Agency</b>		<b>30,960,000.00</b>	<b>1.31%</b>	<b>31,161,528.20</b> <b>31,061,459.80</b>	<b>0.72%</b>	<b>31,365,033.26</b> <b>110,749.66</b>	<b>33.68%</b> <b>303,573.46</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>2.78</b> <b>2.73</b>
<b>CMO</b>									
3137BFE98	FHLMC K041 A2 3.171% Due 10/25/2024	850,000.00	07/01/2021 0.72%	914,347.66 907,978.22	105.97 1.02%	900,723.75 2,246.13	0.97% (7,254.47)	Aaa / AAA AAA	2.99 2.78
<b>Total CMO</b>		<b>850,000.00</b>	<b>0.72%</b>	<b>914,347.66</b> <b>907,978.22</b>	<b>1.02%</b>	<b>900,723.75</b> <b>2,246.13</b>	<b>0.97%</b> <b>(7,254.47)</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>2.99</b> <b>2.78</b>
<b>CORPORATE</b>									
05531FBG7	Truist Financial Corporation Callable Note Cont 5/20/2022 3.05% Due 6/20/2022	400,000.00	07/26/2021 0.17%	409,376.00 406,313.80	101.48 0.37%	405,911.60 4,439.44	0.44% (402.20)	A3 / A- A	0.64 0.55
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	890,000.00	07/25/2017 2.45%	889,919.90 889,988.20	101.42 0.29%	902,619.31 5,632.96	0.97% 12,631.11	A2 / A A+	0.74 0.66
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	750,000.00	05/20/2019 2.73%	748,027.50 749,339.56	102.55 0.43%	769,111.50 5,300.00	0.83% 19,771.94	A2 / A A	1.24 1.13
24422ETG4	John Deere Capital Corp Note 2.8% Due 3/6/2023	650,000.00	Various 3.23%	637,699.50 646,519.69	103.11 0.48%	670,196.80 2,780.56	0.72% 23,677.11	A2 / A A	1.35 1.32
89236TJD8	Toyota Motor Credit Corp Note 0.4% Due 4/6/2023	275,000.00	04/06/2021 0.44%	274,777.25 274,840.37	99.87 0.49%	274,630.40 76.39	0.29% (209.97)	A1 / A+ A+	1.43 1.42
06406RAG2	Bank of NY Mellon Corp Note 3.5% Due 4/28/2023	800,000.00	05/16/2019 2.78%	821,248.00 808,017.83	104.41 0.53%	835,268.80 233.33	0.89% 27,250.97	A1 / A AA-	1.49 1.46
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	900,000.00	Various 3.18%	871,569.25 890,223.12	102.81 0.52%	925,300.80 10,680.00	1.00% 35,077.68	Aa1 / AA+ NR	1.50 1.47



## City of Brea

Account #120

## Holdings Report

As of October 31, 2021

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>CORPORATE</b>									
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	904,000.00	04/26/2019 2.68%	928,769.60 913,511.39	104.53 0.50%	944,968.38 10,672.22	1.02% 31,456.99	Aa2 / AA AA	1.65 1.52
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	225,000.00	07/11/2018 3.49%	224,610.75 224,867.69	104.70 0.67%	235,565.55 2,307.19	0.25% 10,697.86	A3 / A- NR	1.70 1.65
69371RP59	Paccar Financial Corp Note 3.4% Due 8/9/2023	760,000.00	Various 3.28%	763,588.40 761,518.27	104.93 0.60%	797,490.04 5,885.78	0.86% 35,971.77	A1 / A+ NR	1.77 1.72
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	250,000.00	05/16/2019 2.79%	256,575.00 252,759.46	105.10 0.56%	262,760.25 1,916.67	0.28% 10,000.79	A1 / A AA-	1.78 1.72
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	750,000.00	Various 3.38%	757,259.00 753,230.42	105.66 0.69%	792,423.75 1,585.94	0.85% 39,193.33	A3 / A- NR	1.94 1.88
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	640,000.00	03/01/2021 0.47%	639,545.60 639,650.43	99.45 0.70%	636,507.52 832.00	0.68% (3,142.91)	A2 / A A	2.21 2.19
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	800,000.00	Various 2.74%	810,414.54 805,566.60	103.72 0.76%	829,795.20 4,417.77	0.89% 24,228.60	A2 / A- AA-	2.35 1.32
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	1,100,000.00	Various 2.79%	1,121,362.00 1,111,001.93	105.47 0.90%	1,160,117.20 4,965.28	1.25% 49,115.27	A1 / A AA-	2.36 2.27
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	530,000.00	03/16/2021 0.77%	529,735.00 529,790.13	99.84 0.82%	529,174.26 474.79	0.57% (615.87)	A2 / A A	2.38 2.27
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	185,000.00	06/29/2021 0.64%	184,905.65 184,915.27	99.80 0.90%	184,637.77 350.09	0.20% (277.50)	A2 / A+ NR	2.71 0.70
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	195,000.00	08/08/2019 2.20%	194,569.05 194,759.88	103.21 0.98%	201,261.45 885.08	0.22% 6,501.57	A1 / A+ NR	2.79 2.70
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	1,100,000.00	Various 2.21%	1,102,086.00 1,101,324.79	103.66 1.01%	1,140,291.90 12,375.00	1.23% 38,967.11	A2 / A AA-	3.01 2.87
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	1,100,000.00	01/28/2020 1.91%	1,111,770.00 1,107,443.99	103.62 0.93%	1,139,837.60 11,365.14	1.23% 32,393.61	A2 / A A	3.02 2.90
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	955,000.00	01/16/2020 2.10%	952,965.85 953,689.55	103.07 1.05%	984,331.87 5,438.19	1.06% 30,642.32	A1 / AA- AA-	3.23 3.03



## City of Brea

Account #120

## Holdings Report

As of October 31, 2021

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>CORPORATE</b>									
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	826,000.00	07/23/2021 0.85%	856,413.32 854,266.24	102.13 1.23%	843,572.32 7,640.50	0.91% (10,693.92)	A2 / A- AA-	3.50 3.36
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	985,000.00	05/24/2021 0.74%	986,279.75 986,145.73	99.22 1.13%	977,270.72 3,381.83	1.05% (8,875.01)	A2 / A- AA-	3.59 2.54
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	470,000.00	Various 0.87%	470,293.55 470,267.41	99.42 1.19%	467,289.52 1,619.31	0.50% (2,977.89)	A2 / A- AA-	3.65 2.60
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	312,000.00	05/20/2021 1.11%	323,646.96 322,334.74	102.00 1.49%	318,252.79 162.47	0.34% (4,081.95)	A2 / A- AA-	4.48 3.35
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	1,455,000.00	05/10/2021 1.09%	1,448,714.40 1,449,309.91	99.14 1.20%	1,442,543.75 6,830.42	1.55% (6,766.16)	A1 / AA AA-	4.53 4.32
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	240,000.00	Various 1.08%	240,776.80 240,716.16	99.04 1.37%	237,699.12 1,242.00	0.26% (3,017.04)	A3 / A+ A	4.54 4.31
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	995,000.00	06/15/2021 1.13%	994,562.20 994,594.81	98.59 1.44%	981,016.27 4,135.47	1.05% (13,578.54)	A1 / A+ A+	4.63 4.47
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	950,000.00	Various 1.24%	952,508.00 952,338.07	99.24 1.53%	942,763.86 4,594.52	1.01% (9,574.21)	A2 / A- AA-	4.64 3.52
06368FAC3	Bank of Montreal Note 1.25% Due 9/15/2026	500,000.00	09/13/2021 1.28%	499,395.00 499,410.57	98.15 1.65%	490,749.50 798.61	0.53% (8,661.07)	A2 / A- AA-	4.88 4.69
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	235,000.00	09/08/2021 1.09%	234,555.85 234,566.80	99.11 1.24%	232,918.61 301.58	0.25% (1,648.19)	Aa2 / AA AA	4.88 4.66
<b>Total Corporate</b>		<b>21,127,000.00</b>	<b>1.93%</b>	<b>21,237,919.67</b> <b>21,203,222.81</b>	<b>0.89%</b>	<b>21,556,278.41</b> <b>123,320.53</b>	<b>23.20%</b> <b>353,055.60</b>	<b>A1 / A</b> <b>A+</b>	<b>2.75</b> <b>2.47</b>



## City of Brea

Account #120

## Holdings Report

As of October 31, 2021

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>MONEY MARKET FUND</b>									
316175884	Fidelity Institutional Money Market Fund 696	292,822.41	Various 0.01%	292,822.41 292,822.41	1.00 0.01%	292,822.41 0.00	0.31% 0.00	Aaa / AAA NR	0.00 0.00
<b>Total Money Market Fund</b>		<b>292,822.41</b>	<b>0.01%</b>	<b>292,822.41</b>	<b>0.01%</b>	<b>292,822.41</b>	<b>0.31%</b>	<b>Aaa / AAA</b>	<b>0.00</b>
<b>MUNICIPAL BONDS</b>									
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	900,000.00	10/16/2019 1.91%	920,673.00 912,204.40	104.58 0.81%	941,211.00 1,800.00	1.01% 29,006.60	Aa2 / AA- AA	2.92 2.82
<b>Total Municipal Bonds</b>		<b>900,000.00</b>	<b>1.91%</b>	<b>920,673.00</b>	<b>0.81%</b>	<b>941,211.00</b>	<b>1.01%</b>	<b>Aa2 / AA-</b>	<b>2.92</b>
<b>SUPRANATIONAL</b>									
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 1/18/2022	1,275,000.00	01/10/2017 2.15%	1,273,431.75 1,274,933.01	100.39 0.28%	1,280,022.23 7,751.82	1.38% 5,089.22	Aaa / NR AAA	0.22 0.21
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	800,000.00	Various 2.40%	777,732.00 795,769.98	101.21 0.36%	809,641.60 1,827.78	0.87% 13,871.62	Aaa / AAA AAA	0.87 0.86
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	945,000.00	Various 0.54%	943,389.35 943,677.74	97.74 1.08%	923,629.77 39.37	0.99% (20,047.97)	Aaa / AAA AAA	3.99 3.94
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	1,915,000.00	04/13/2021 0.97%	1,906,229.30 1,907,165.93	98.69 1.18%	1,889,940.31 512.00	2.02% (17,225.62)	Aaa / AAA AAA	4.47 4.37
<b>Total Supranational</b>		<b>4,935,000.00</b>	<b>1.42%</b>	<b>4,900,782.40</b>	<b>0.79%</b>	<b>4,903,233.91</b>	<b>5.26%</b>	<b>Aaa / AAA</b>	<b>2.67</b>
<b>US TREASURY</b>									
912828XG0	US Treasury Note 2.125% Due 6/30/2022	430,000.00	08/15/2017 1.82%	436,098.71 430,826.65	101.34 0.12%	435,744.37 3,078.94	0.47% 4,917.72	Aaa / AA+ AAA	0.66 0.66
912828L24	US Treasury Note 1.875% Due 8/31/2022	1,000,000.00	09/26/2017 1.87%	1,000,433.04 1,000,072.94	101.45 0.13%	1,014,531.00 3,211.33	1.09% 14,458.06	Aaa / AA+ AAA	0.83 0.83



## City of Brea

Account #120

## Holdings Report

As of October 31, 2021

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<b>US TREASURY</b>									
912828L57	US Treasury Note 1.75% Due 9/30/2022	1,240,000.00	10/17/2017 1.99%	1,226,243.75 1,237,466.35	101.47 0.14%	1,258,213.12 1,907.69	1.35% 20,746.77	Aaa / AA+ AAA	0.92 0.91
912828N30	US Treasury Note 2.125% Due 12/31/2022	1,150,000.00	01/25/2018 2.46%	1,132,121.09 1,145,778.59	102.21 0.23%	1,175,380.50 8,234.38	1.27% 29,601.91	Aaa / AA+ AAA	1.17 1.15
912828T91	US Treasury Note 1.625% Due 10/31/2023	1,500,000.00	05/29/2019 2.05%	1,472,988.28 1,487,807.09	102.21 0.51%	1,533,105.00 67.33	1.64% 45,297.91	Aaa / AA+ AAA	2.00 1.97
912828V23	US Treasury Note 2.25% Due 12/31/2023	1,250,000.00	06/21/2019 1.80%	1,274,560.55 1,261,752.17	103.61 0.57%	1,295,117.50 9,476.90	1.40% 33,365.33	Aaa / AA+ AAA	2.17 2.11
912828B66	US Treasury Note 2.75% Due 2/15/2024	1,500,000.00	04/29/2019 2.31%	1,529,648.44 1,514,147.31	104.90 0.59%	1,573,476.00 8,743.21	1.69% 59,328.69	Aaa / AA+ AAA	2.29 2.22
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	950,000.00	03/30/2021 0.33%	947,699.22 948,157.25	99.11 0.63%	941,576.35 308.36	1.01% (6,580.90)	Aaa / AA+ AAA	2.37 2.36
912828X70	US Treasury Note 2% Due 4/30/2024	1,000,000.00	06/10/2019 1.92%	1,003,515.63 1,001,794.25	103.34 0.65%	1,033,398.00 55.25	1.11% 31,603.75	Aaa / AA+ AAA	2.50 2.44
912828XX3	US Treasury Note 2% Due 6/30/2024	1,450,000.00	12/12/2019 1.74%	1,466,595.70 1,459,711.63	103.46 0.69%	1,500,183.05 9,771.74	1.62% 40,471.42	Aaa / AA+ AAA	2.67 2.59
912828D56	US Treasury Note 2.375% Due 8/15/2024	1,500,000.00	03/05/2020 0.68%	1,611,093.75 1,569,681.72	104.57 0.72%	1,568,496.00 7,550.95	1.69% (1,185.72)	Aaa / AA+ AAA	2.79 2.70
9128283D0	US Treasury Note 2.25% Due 10/31/2024	1,500,000.00	11/07/2019 1.77%	1,533,925.78 1,520,422.61	104.40 0.76%	1,566,034.50 93.23	1.68% 45,611.89	Aaa / AA+ AAA	3.00 2.91
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	2,000,000.00	03/18/2020 0.81%	2,030,859.38 2,020,749.39	100.84 0.87%	2,016,796.00 3,853.59	2.16% (3,953.39)	Aaa / AA+ AAA	3.33 3.26
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	1,900,000.00	02/19/2021 0.51%	1,877,363.28 1,880,756.77	97.07 1.01%	1,844,409.80 417.58	1.97% (36,346.97)	Aaa / AA+ AAA	3.92 3.88
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	1,900,000.00	02/11/2021 0.42%	1,885,156.25 1,887,414.71	96.90 1.04%	1,841,143.70 13.12	1.97% (46,271.01)	Aaa / AA+ AAA	4.00 3.96
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	1,350,000.00	03/26/2021 0.77%	1,325,794.92 1,328,871.96	97.25 1.07%	1,312,822.35 2,130.12	1.41% (16,049.61)	Aaa / AA+ AAA	4.08 4.03
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	480,000.00	09/17/2021 0.86%	477,393.75 477,454.36	98.02 1.17%	470,474.88 616.57	0.50% (6,979.48)	Aaa / AA+ AAA	4.84 4.72



City of Brea

Account #120

## Holdings Report

As of October 31, 2021

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>US TREASURY</b>									
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	2,820,000.00	Various 1.08%	2,791,946.88 2,792,210.60	98.55 1.18%	2,779,242.54 2,169.24	2.98% (12,968.06)	Aaa / AA+ AAA	4.92 4.79
<b>Total US Treasury</b>		<b>24,920,000.00</b>	<b>1.33%</b>	<b>25,023,438.40</b> <b>24,965,076.35</b>	<b>0.73%</b>	<b>25,160,144.66</b> <b>61,699.53</b>	<b>26.99%</b> <b>195,068.31</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>2.93</b> <b>2.86</b>
<b>TOTAL PORTFOLIO</b>		<b>91,995,107.72</b>	<b>1.41%</b>	<b>92,469,832.17</b> <b>92,278,269.40</b>	<b>0.75%</b>	<b>93,132,565.16</b> <b>312,628.79</b>	<b>100.00%</b> <b>854,295.76</b>	<b>Aa1 / AA</b> <b>AAA</b>	<b>2.83</b> <b>2.56</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>93,445,193.95</b>			



## City of Brea

Account #120

## Transaction Ledger

As of October 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	10/01/2021	316175884	10,800.00	Fidelity Institutional Money Market Fund 696	1.000	0.01%	10,800.00	0.00	10,800.00	0.00
Purchase	10/04/2021	316175884	3.21	Fidelity Institutional Money Market Fund 696	1.000	0.01%	3.21	0.00	3.21	0.00
Purchase	10/06/2021	316175884	540.83	Fidelity Institutional Money Market Fund 696	1.000	0.01%	540.83	0.00	540.83	0.00
Purchase	10/07/2021	91282CCZ2	940,000.00	US Treasury Note 0.875% Due 9/30/2026	99.480	0.98%	935,116.41	158.17	935,274.58	0.00
Purchase	10/10/2021	316175884	13,593.75	Fidelity Institutional Money Market Fund 696	1.000	0.01%	13,593.75	0.00	13,593.75	0.00
Purchase	10/13/2021	91282CCZ2	940,000.00	US Treasury Note 0.875% Due 9/30/2026	99.031	1.08%	930,893.75	293.75	931,187.50	0.00
Purchase	10/15/2021	316175884	14,259.38	Fidelity Institutional Money Market Fund 696	1.000	0.01%	14,259.38	0.00	14,259.38	0.00
Purchase	10/15/2021	316175884	91.38	Fidelity Institutional Money Market Fund 696	1.000	0.01%	91.38	0.00	91.38	0.00
Purchase	10/15/2021	316175884	421.67	Fidelity Institutional Money Market Fund 696	1.000	0.01%	421.67	0.00	421.67	0.00
Purchase	10/15/2021	316175884	166.83	Fidelity Institutional Money Market Fund 696	1.000	0.01%	166.83	0.00	166.83	0.00
Purchase	10/15/2021	316175884	93.33	Fidelity Institutional Money Market Fund 696	1.000	0.01%	93.33	0.00	93.33	0.00
Purchase	10/15/2021	316175884	107.92	Fidelity Institutional Money Market Fund 696	1.000	0.01%	107.92	0.00	107.92	0.00
Purchase	10/15/2021	316175884	175.50	Fidelity Institutional Money Market Fund 696	1.000	0.01%	175.50	0.00	175.50	0.00
Purchase	10/15/2021	316175884	126.67	Fidelity Institutional Money Market Fund 696	1.000	0.01%	126.67	0.00	126.67	0.00
Purchase	10/15/2021	316175884	148.83	Fidelity Institutional Money Market Fund 696	1.000	0.01%	148.83	0.00	148.83	0.00
Purchase	10/15/2021	316175884	191.33	Fidelity Institutional Money Market Fund 696	1.000	0.01%	191.33	0.00	191.33	0.00



## City of Brea

Account #120

## Transaction Ledger

As of October 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	10/15/2021	316175884	36,225.50	Fidelity Institutional Money Market Fund 696	1.000	0.01%	36,225.50	0.00	36,225.50	0.00
Purchase	10/15/2021	316175884	11,627.57	Fidelity Institutional Money Market Fund 696	1.000	0.01%	11,627.57	0.00	11,627.57	0.00
Purchase	10/15/2021	316175884	14,320.90	Fidelity Institutional Money Market Fund 696	1.000	0.01%	14,320.90	0.00	14,320.90	0.00
Purchase	10/15/2021	316175884	29,592.28	Fidelity Institutional Money Market Fund 696	1.000	0.01%	29,592.28	0.00	29,592.28	0.00
Purchase	10/15/2021	316175884	62,769.02	Fidelity Institutional Money Market Fund 696	1.000	0.01%	62,769.02	0.00	62,769.02	0.00
Purchase	10/15/2021	316175884	22,474.07	Fidelity Institutional Money Market Fund 696	1.000	0.01%	22,474.07	0.00	22,474.07	0.00
Purchase	10/18/2021	316175884	143.37	Fidelity Institutional Money Market Fund 696	1.000	0.01%	143.37	0.00	143.37	0.00
Purchase	10/19/2021	316175884	221,488.36	Fidelity Institutional Money Market Fund 696	1.000	0.01%	221,488.36	0.00	221,488.36	0.00
Purchase	10/19/2021	91282CCZ2	940,000.00	US Treasury Note 0.875% Due 9/30/2026	98.504	1.19%	925,936.72	429.33	926,366.05	0.00
Purchase	10/20/2021	316175884	8,378.13	Fidelity Institutional Money Market Fund 696	1.000	0.01%	8,378.13	0.00	8,378.13	0.00
Purchase	10/20/2021	316175884	598.17	Fidelity Institutional Money Market Fund 696	1.000	0.01%	598.17	0.00	598.17	0.00
Purchase	10/20/2021	316175884	254.58	Fidelity Institutional Money Market Fund 696	1.000	0.01%	254.58	0.00	254.58	0.00
Purchase	10/20/2021	316175884	208.00	Fidelity Institutional Money Market Fund 696	1.000	0.01%	208.00	0.00	208.00	0.00
Purchase	10/21/2021	316175884	51.75	Fidelity Institutional Money Market Fund 696	1.000	0.01%	51.75	0.00	51.75	0.00
Purchase	10/21/2021	316175884	17,250.40	Fidelity Institutional Money Market Fund 696	1.000	0.01%	17,250.40	0.00	17,250.40	0.00
Purchase	10/21/2021	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	99.997	0.68%	234,994.01	0.00	234,994.01	0.00



## City of Brea

Account #120

## Transaction Ledger

As of October 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	10/22/2021	316175884	7,968.23	Fidelity Institutional Money Market Fund 696	1.000	0.01%	7,968.23	0.00	7,968.23	0.00
Purchase	10/25/2021	316175884	2,246.13	Fidelity Institutional Money Market Fund 696	1.000	0.01%	2,246.13	0.00	2,246.13	0.00
Purchase	10/25/2021	316175884	104.50	Fidelity Institutional Money Market Fund 696	1.000	0.01%	104.50	0.00	104.50	0.00
Purchase	10/28/2021	316175884	16,362.50	Fidelity Institutional Money Market Fund 696	1.000	0.01%	16,362.50	0.00	16,362.50	0.00
Purchase	10/31/2021	316175884	41,437.50	Fidelity Institutional Money Market Fund 696	1.000	0.01%	41,437.50	0.00	41,437.50	0.00
<b>Subtotal</b>			<b>3,589,221.59</b>				<b>3,561,162.48</b>	<b>881.25</b>	<b>3,562,043.73</b>	<b>0.00</b>
Short Sale	10/21/2021	316175884	-234,994.01	Fidelity Institutional Money Market Fund 696	1.000		-234,994.01	0.00	-234,994.01	0.00
<b>Subtotal</b>			<b>-234,994.01</b>				<b>-234,994.01</b>	<b>0.00</b>	<b>-234,994.01</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>3,354,227.58</b>				<b>3,326,168.47</b>	<b>881.25</b>	<b>3,327,049.72</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Closing Purchase	10/21/2021	316175884	-234,994.01	Fidelity Institutional Money Market Fund 696	1.000		-234,994.01	0.00	-234,994.01	0.00
<b>Subtotal</b>			<b>-234,994.01</b>				<b>-234,994.01</b>	<b>0.00</b>	<b>-234,994.01</b>	<b>0.00</b>
Sale	10/07/2021	05531FBG7	250,000.00	Truist Financial Corporation Callable Note Cont 5/20/2022 3.05% Due 6/20/2022	101.743	0.17%	254,357.50	2,266.32	256,623.82	-81.89
Sale	10/07/2021	3130AF5B9	250,000.00	FHLB Note 3% Due 10/12/2021	100.040	2.91%	250,100.00	3,645.83	253,745.83	96.99
Sale	10/07/2021	316175884	222,907.99	Fidelity Institutional Money Market Fund 696	1.000	0.01%	222,907.99	0.00	222,907.99	0.00
Sale	10/07/2021	912828F96	200,000.00	US Treasury Note 2% Due 10/31/2021	100.129	1.94%	200,257.81	1,739.13	201,996.94	250.56
Sale	10/13/2021	316175884	23,480.70	Fidelity Institutional Money Market Fund 696	1.000	0.01%	23,480.70	0.00	23,480.70	0.00



## City of Brea

Account #120

## Transaction Ledger

As of October 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Sale	10/13/2021	912828J43	900,000.00	US Treasury Note 1.75% Due 2/28/2022	100.648	2.14%	905,835.94	1,870.86	907,706.80	7,076.06
Sale	10/19/2021	912828J43	460,000.00	US Treasury Note 1.75% Due 2/28/2022	100.617	2.14%	462,839.06	1,089.64	463,928.70	3,445.34
Sale	10/19/2021	912828XG0	670,000.00	US Treasury Note 2.125% Due 6/30/2022	101.438	1.82%	679,631.25	4,294.46	683,925.71	8,273.73
Sale	10/21/2021	316175884	234,994.01	Fidelity Institutional Money Market Fund 696	1.000	0.01%	234,994.01	0.00	234,994.01	0.00
<b>Subtotal</b>			<b>3,211,382.70</b>				<b>3,234,404.26</b>	<b>14,906.24</b>	<b>3,249,310.50</b>	<b>19,060.79</b>
Paydown	10/15/2021	43813DAC2	0.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	100.000		0.00	191.33	191.33	0.00
Paydown	10/15/2021	43815NAC8	35,649.14	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		35,649.14	576.36	36,225.50	0.00
Paydown	10/15/2021	44891RAC4	0.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	100.000		0.00	148.83	148.83	0.00
Paydown	10/15/2021	44933LAC7	0.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	100.000		0.00	126.67	126.67	0.00
Paydown	10/15/2021	477870AC3	11,333.18	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		11,333.18	294.39	11,627.57	0.00
Paydown	10/15/2021	47787NAC3	0.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		0.00	91.38	91.38	0.00
Paydown	10/15/2021	47788EAC2	14,263.18	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	100.000		14,263.18	57.72	14,320.90	0.00
Paydown	10/15/2021	47789JAD8	29,047.04	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	100.000		29,047.04	545.24	29,592.28	0.00
Paydown	10/15/2021	47789KAC7	0.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		0.00	421.67	421.67	0.00
Paydown	10/15/2021	47789QAC4	0.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		0.00	166.83	166.83	0.00



## City of Brea

Account #120

## Transaction Ledger

As of October 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Paydown	10/15/2021	58769EAC2	0.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	100.000		0.00	93.33	93.33	0.00
Paydown	10/15/2021	65479JAD5	61,460.28	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		61,460.28	1,308.74	62,769.02	0.00
Paydown	10/15/2021	89236XAC0	0.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		0.00	107.92	107.92	0.00
Paydown	10/15/2021	89238TAD5	22,418.77	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	100.000		22,418.77	55.30	22,474.07	0.00
Paydown	10/15/2021	89240BAC2	0.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		0.00	175.50	175.50	0.00
Paydown	10/18/2021	43813KAC6	0.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		0.00	143.37	143.37	0.00
Paydown	10/20/2021	36262XAC8	0.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	100.000		0.00	208.00	208.00	0.00
Paydown	10/20/2021	92290BAA9	0.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	100.000		0.00	254.58	254.58	0.00
Paydown	10/20/2021	92348AAA3	0.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		0.00	598.17	598.17	0.00
Paydown	10/21/2021	43813GAC5	0.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		0.00	51.75	51.75	0.00
Paydown	10/21/2021	43815HAC1	17,189.52	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	100.000		17,189.52	60.88	17,250.40	0.00



City of Brea

## Transaction Ledger

Account #120

As of October 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Paydown	10/25/2021	09690AAC7	0.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		0.00	104.50	104.50	0.00
Paydown	10/25/2021	3137BFE98	0.00	FHLMC K041 A2 3.171% Due 10/25/2024	100.000		0.00	2,246.13	2,246.13	0.00
<b>Subtotal</b>			<b>191,361.11</b>				<b>191,361.11</b>	<b>8,028.59</b>	<b>199,389.70</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>3,167,749.80</b>				<b>3,190,771.36</b>	<b>22,934.83</b>	<b>3,213,706.19</b>	<b>19,060.79</b>
<b>OTHER TRANSACTIONS</b>										
Interest	10/01/2021	13063DRK6	900,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.000		10,800.00	0.00	10,800.00	0.00
Interest	10/06/2021	89236TJD8	275,000.00	Toyota Motor Credit Corp Note 0.4% Due 4/6/2023	0.000		540.83	0.00	540.83	0.00
Interest	10/10/2021	02665WCQ2	750,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.000		13,593.75	0.00	13,593.75	0.00
Interest	10/15/2021	3135G0W66	1,755,000.00	FNMA Note 1.625% Due 10/15/2024	0.000		14,259.38	0.00	14,259.38	0.00
Interest	10/20/2021	4581X0DV7	1,915,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.000		8,378.13	0.00	8,378.13	0.00
Interest	10/22/2021	3135G03U5	1,510,000.00	FNMA Note 0.625% Due 4/22/2025	0.000		4,718.75	0.00	4,718.75	0.00
Interest	10/22/2021	46647PBK1	312,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.000		3,249.48	0.00	3,249.48	0.00
Interest	10/28/2021	06406RAG2	800,000.00	Bank of NY Mellon Corp Note 3.5% Due 4/28/2023	0.000		14,000.00	0.00	14,000.00	0.00
Interest	10/28/2021	459058JL8	945,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.000		2,362.50	0.00	2,362.50	0.00
Interest	10/31/2021	9128283D0	1,500,000.00	US Treasury Note 2.25% Due 10/31/2024	0.000		16,875.00	0.00	16,875.00	0.00



City of Brea

## Transaction Ledger

Account #120

As of October 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>OTHER TRANSACTIONS</b>										
Interest	10/31/2021	912828T91	1,500,000.00	US Treasury Note 1.625% Due 10/31/2023	0.000		12,187.50	0.00	12,187.50	0.00
Interest	10/31/2021	912828X70	1,000,000.00	US Treasury Note 2% Due 4/30/2024	0.000		10,000.00	0.00	10,000.00	0.00
Interest	10/31/2021	91282CAT8	1,900,000.00	US Treasury Note 0.25% Due 10/31/2025	0.000		2,375.00	0.00	2,375.00	0.00
<b>Subtotal</b>			<b>15,062,000.00</b>				<b>113,340.32</b>	<b>0.00</b>	<b>113,340.32</b>	<b>0.00</b>
Dividend	10/04/2021	316175884	250,783.52	Fidelity Institutional Money Market Fund 696	0.000		3.21	0.00	3.21	0.00
<b>Subtotal</b>			<b>250,783.52</b>				<b>3.21</b>	<b>0.00</b>	<b>3.21</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>15,312,783.52</b>				<b>113,343.53</b>	<b>0.00</b>	<b>113,343.53</b>	<b>0.00</b>



City of Brea

## Income Earned

Account #120

As of October 31, 2021

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>FIXED INCOME</b>						
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 05/12/2026	05/10/2021 05/12/2021 1,455,000.00	1,449,203.20 0.00 0.00 1,449,309.91	5,617.92 0.00 6,830.42 1,212.50	106.71 0.00 106.71 1,319.21	1,319.21
02665WCJ8	American Honda Finance Note 3.45% Due 07/14/2023	07/11/2018 07/16/2018 225,000.00	224,861.07 0.00 0.00 224,867.69	1,660.31 0.00 2,307.19 646.88	6.62 0.00 6.62 653.50	653.50
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	Various Various 750,000.00	753,371.87 0.00 0.00 753,230.42	12,914.06 13,593.75 1,585.94 2,265.63	7.65 149.10 (141.45) 2,124.18	2,124.18
037833AK6	Apple Inc Note 2.4% Due 05/03/2023	Various Various 900,000.00	889,670.05 0.00 0.00 890,223.12	8,880.00 0.00 10,680.00 1,800.00	553.07 0.00 553.07 2,353.07	2,353.07
05531FBG7	Truist Financial Corporation Callable Note Cont 5/20/2022 3.05% Due 06/20/2022	07/26/2021 07/27/2021 400,000.00	661,850.22 0.00 254,439.39 406,313.80	5,562.01 2,266.32 4,439.44 1,143.75	0.00 1,097.03 (1,097.03) 46.72	46.72
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 03/05/2024	Various Various 800,000.00	805,768.43 0.00 0.00 805,566.60	2,051.11 0.00 4,417.77 2,366.66	0.00 201.83 (201.83) 2,164.83	2,164.83
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 06/19/2026	Various Various 950,000.00	952,380.93 0.00 0.00 952,338.07	3,550.30 0.00 4,594.52 1,044.22	0.00 42.86 (42.86) 1,001.36	1,001.36
06367WB85	Bank of Montreal Note 1.85% Due 05/01/2025	07/23/2021 07/27/2021 826,000.00	854,952.42 0.00 0.00 854,266.24	6,367.08 0.00 7,640.50 1,273.42	0.00 686.18 (686.18) 587.24	587.24
06368FAC3	Bank of Montreal Note 1.25% Due 09/15/2026	09/13/2021 09/15/2021 500,000.00	499,400.30 0.00 0.00 499,410.57	277.78 0.00 798.61 520.83	10.27 0.00 10.27 531.10	531.10



## City of Brea

Account #120

## Income Earned

As of October 31, 2021

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
06406RAG2	Bank of NY Mellon Corp Note 3.5% Due 04/28/2023	05/16/2019 05/20/2019 800,000.00	808,475.57 0.00 0.00 808,017.83	11,900.00 14,000.00 233.33 2,333.33	0.00 457.74 (457.74) 1,875.59	1,875.59
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 08/11/2023	05/16/2019 05/20/2019 250,000.00	252,891.47 0.00 0.00 252,759.46	1,197.92 0.00 1,916.67 718.75	0.00 132.01 (132.01) 586.74	586.74
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	09/08/2021 09/15/2021 285,000.00	284,971.16 0.00 0.00 284,972.25	41.80 104.50 15.68 78.38	1.09 0.00 1.09 79.47	79.47
13063DRK6	California State Taxable GO 2.4% Due 10/01/2024	10/16/2019 10/24/2019 900,000.00	912,559.65 0.00 0.00 912,204.40	10,800.00 10,800.00 1,800.00 1,800.00	0.00 355.25 (355.25) 1,444.75	1,444.75
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/08/2024	01/28/2020 01/30/2020 1,100,000.00	1,107,653.20 0.00 0.00 1,107,443.99	9,394.31 0.00 11,365.14 1,970.83	0.00 209.21 (209.21) 1,761.62	1,761.62
24422ETG4	John Deere Capital Corp Note 2.8% Due 03/06/2023	Various Various 650,000.00	646,299.50 0.00 0.00 646,519.69	1,263.89 0.00 2,780.56 1,516.67	224.90 4.71 220.19 1,736.86	1,736.86
24422EVN6	John Deere Capital Corp Note 0.45% Due 01/17/2024	03/01/2021 03/04/2021 640,000.00	639,637.00 0.00 0.00 639,650.43	592.00 0.00 832.00 240.00	13.43 0.00 13.43 253.43	253.43
3130A0F70	FHLB Note 3.375% Due 12/08/2023	Various Various 1,075,000.00	1,088,850.44 0.00 0.00 1,088,312.39	11,388.28 0.00 14,411.72 3,023.44	0.00 538.05 (538.05) 2,485.39	2,485.39
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	06/18/2019 06/19/2019 1,500,000.00	1,535,151.82 0.00 0.00 1,534,047.76	12,817.70 0.00 16,411.46 3,593.76	0.00 1,104.06 (1,104.06) 2,489.70	2,489.70



## City of Brea

Account #120

## Income Earned

As of October 31, 2021

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	09/13/2019 09/16/2019 1,200,000.00	1,236,659.09 0.00 0.00 1,235,604.89	1,725.00 0.00 4,600.00 2,875.00	0.00 1,054.20 (1,054.20) 1,820.80	1,820.80
3130A3KM5	FHLB Note 2.5% Due 12/09/2022	08/28/2018 08/29/2018 775,000.00	772,170.18 0.00 0.00 772,372.31	6,027.78 0.00 7,642.36 1,614.58	202.13 0.00 202.13 1,816.71	1,816.71
3130AB3H7	FHLB Note 2.375% Due 03/08/2024	04/29/2019 04/30/2019 1,500,000.00	1,500,052.62 0.00 0.00 1,500,050.78	2,276.04 0.00 5,244.79 2,968.75	0.00 1.84 (1.84) 2,966.91	2,966.91
3130AF5B9	FHLB Note Due 10/12/2021	11/29/2018 11/30/2018 0.00	250,006.62 0.00 250,003.01 0.00	3,520.83 3,645.83 0.00 125.00	0.00 3.61 (3.61) 121.39	121.39
313383YJ4	FHLB Note 3.375% Due 09/08/2023	10/29/2018 10/31/2018 1,200,000.00	1,206,282.85 0.00 0.00 1,206,007.36	2,587.50 0.00 5,962.50 3,375.00	0.00 275.49 (275.49) 3,099.51	3,099.51
3135G03U5	FNMA Note 0.625% Due 04/22/2025	04/22/2020 04/24/2020 1,510,000.00	1,507,784.72 0.00 0.00 1,507,837.59	4,168.23 4,718.75 235.94 786.46	52.87 0.00 52.87 839.33	839.33
3135G04Z3	FNMA Note 0.5% Due 06/17/2025	Various Various 1,800,000.00	1,802,325.62 0.00 0.00 1,802,272.41	2,600.00 0.00 3,350.00 750.00	33.42 86.63 (53.21) 696.79	696.79
3135G05X7	FNMA Note 0.375% Due 08/25/2025	Various Various 1,800,000.00	1,794,517.50 0.00 0.00 1,794,636.86	675.00 0.00 1,237.51 562.51	119.36 0.00 119.36 681.87	681.87
3135G06G3	FNMA Note 0.5% Due 11/07/2025	Various Various 1,825,000.00	1,820,142.88 0.00 0.00 1,820,243.39	3,650.00 0.00 4,410.41 760.41	100.51 0.00 100.51 860.92	860.92



## City of Brea

Account #120

## Income Earned

As of October 31, 2021

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3135G06H1	FNMA Note 0.25% Due 11/27/2023	11/23/2020 11/25/2020 1,610,000.00	1,608,683.26 0.00 0.00 1,608,735.13	1,386.39 0.00 1,721.81 335.42	51.87 0.00 51.87 387.29	387.29
3135G0T94	FNMA Note 2.375% Due 01/19/2023	03/14/2018 03/16/2018 625,000.00	622,339.87 0.00 0.00 622,513.47	2,968.75 0.00 4,205.73 1,236.98	173.60 0.00 173.60 1,410.58	1,410.58
3135G0U43	FNMA Note 2.875% Due 09/12/2023	06/21/2019 06/24/2019 1,500,000.00	1,527,593.35 0.00 0.00 1,526,390.27	2,276.04 0.00 5,869.79 3,593.75	0.00 1,203.08 (1,203.08) 2,390.67	2,390.67
3135G0W66	FNMA Note 1.625% Due 10/15/2024	Various Various 1,755,000.00	1,761,873.70 0.00 0.00 1,761,681.74	13,150.32 14,259.38 1,267.49 2,376.55	16.13 208.09 (191.96) 2,184.59	2,184.59
3135G0X24	FNMA Note 1.625% Due 01/07/2025	Various Various 1,875,000.00	1,884,002.53 0.00 0.00 1,883,768.79	7,109.38 0.00 9,648.43 2,539.05	31.17 264.91 (233.74) 2,305.31	2,305.31
3137BFE98	FHLMC K041 A2 3.171% Due 10/25/2024	07/01/2021 07/07/2021 850,000.00	909,665.85 0.00 0.00 907,978.22	2,246.13 2,246.13 2,246.13 2,246.13	0.00 1,687.63 (1,687.63) 558.50	558.50
3137EAEN5	FHLMC Note 2.75% Due 06/19/2023	07/20/2018 07/23/2018 1,200,000.00	1,197,895.63 0.00 0.00 1,197,999.84	9,350.00 0.00 12,100.00 2,750.00	104.21 0.00 104.21 2,854.21	2,854.21
3137EAEP0	FHLMC Note 1.5% Due 02/12/2025	02/13/2020 02/14/2020 1,920,000.00	1,919,003.60 0.00 0.00 1,919,028.71	3,920.00 0.00 6,320.00 2,400.00	25.11 0.00 25.11 2,425.11	2,425.11
3137EAER6	FHLMC Note 0.375% Due 05/05/2023	05/05/2020 05/07/2020 1,660,000.00	1,659,629.39 0.00 0.00 1,659,649.17	2,524.58 0.00 3,043.33 518.75	19.78 0.00 19.78 538.53	538.53



City of Brea

## Income Earned

Account #120

As of October 31, 2021

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	Various Various 1,800,000.00	1,795,071.74 0.00 0.00 1,795,181.73	1,312.50 0.00 1,875.00 562.50	109.99 0.00 109.99 672.49	672.49
3137EAEV7	FHLMC Note 0.25% Due 08/24/2023	08/19/2020 08/21/2020 1,025,000.00	1,024,341.09 0.00 0.00 1,024,370.61	263.37 0.00 476.91 213.54	29.52 0.00 29.52 243.06	243.06
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	Various Various 1,805,000.00	1,800,662.04 0.00 0.00 1,800,754.60	150.42 0.00 714.48 564.06	92.56 0.00 92.56 656.62	656.62
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 09/16/2026	10/13/2021 10/21/2021 235,000.00	0.00 234,994.01 0.00 234,994.06	0.00 0.00 44.39 44.39	0.05 0.00 0.05 44.44	44.44
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	08/10/2021 08/18/2021 640,000.00	639,991.73 0.00 0.00 639,992.04	76.27 208.00 76.27 208.00	0.31 0.00 0.31 208.31	208.31
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 07/15/2024	05/18/2020 05/27/2020 280,000.00	279,985.14 0.00 0.00 279,985.59	102.04 191.33 102.04 191.33	0.45 0.00 0.45 191.78	191.78
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 230,000.00	229,996.61 0.00 0.00 229,996.73	17.25 51.75 17.25 51.75	0.12 0.00 0.12 51.87	51.87
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 465,000.00	464,953.58 0.00 0.00 464,955.43	62.13 143.37 62.13 143.37	1.85 0.00 1.85 145.22	145.22
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 08/22/2022	08/21/2018 08/28/2018 7,574.14	24,762.90 0.00 17,189.52 7,573.93	20.29 60.88 6.21 46.80	0.55 0.00 0.55 47.35	47.35



City of Brea

## Income Earned

Account #120

As of October 31, 2021

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 352,907.24	388,555.37 0.00 35,649.14 352,906.41	307.39 576.36 279.19 548.16	0.18 0.00 0.18 548.34	548.34
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 05/15/2025	10/20/2020 10/28/2020 470,000.00	469,922.12 0.00 0.00 469,924.91	79.38 148.83 79.38 148.83	2.79 0.00 2.79 151.62	151.62
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 09/15/2025	04/20/2021 04/28/2021 400,000.00	399,963.82 0.00 0.00 399,964.99	67.56 126.67 67.56 126.67	1.17 0.00 1.17 127.84	127.84
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 01/18/2022	01/10/2017 01/18/2017 1,275,000.00	1,274,906.39 0.00 0.00 1,274,933.01	5,494.01 0.00 7,751.82 2,257.81	26.62 0.00 26.62 2,284.43	2,284.43
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 09/14/2022	Various Various 800,000.00	795,356.32 0.00 0.00 795,769.98	661.12 0.00 1,827.78 1,166.66	413.66 0.00 413.66 1,580.32	1,580.32
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 04/20/2026	04/13/2021 04/20/2021 1,915,000.00	1,907,017.03 0.00 0.00 1,907,165.93	7,493.77 8,378.13 512.00 1,396.36	148.90 0.00 148.90 1,545.26	1,545.26
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	Various Various 945,000.00	943,649.61 0.00 0.00 943,677.74	2,008.13 2,362.50 39.37 393.74	28.13 0.00 28.13 421.87	421.87
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 04/22/2026	05/20/2021 05/24/2021 312,000.00	322,587.40 0.00 0.00 322,334.74	2,870.37 3,249.48 162.47 541.58	0.00 252.66 (252.66) 288.92	288.92
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 06/01/2025	05/24/2021 06/01/2021 985,000.00	986,172.88 0.00 0.00 986,145.73	2,705.47 0.00 3,381.83 676.36	0.00 27.15 (27.15) 649.21	649.21



## City of Brea

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## Income Earned

As of October 31, 2021

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 06/23/2025	Various Various 470,000.00	470,273.64 0.00 0.00 470,267.41	1,239.78 0.00 1,619.31 379.53	0.00 6.23 (6.23) 373.30	373.30
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	07/16/2019 07/24/2019 148,516.69	159,832.85 0.00 11,333.18 148,501.49	157.01 294.39 145.88 283.26	1.82 0.00 1.82 285.08	285.08
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	07/14/2020 07/22/2020 215,000.00	214,978.46 0.00 0.00 214,979.26	48.73 91.38 48.73 91.38	0.80 0.00 0.80 92.18	92.18
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	07/18/2018 07/25/2018 8,225.81	22,488.54 0.00 14,263.18 8,225.66	30.78 57.72 11.26 38.20	0.30 0.00 0.30 38.50	38.50
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 07/17/2023	06/24/2020 06/26/2020 195,796.03	227,252.90 0.00 29,047.04 197,689.97	290.80 545.24 253.23 507.67	0.00 515.89 (515.89) (8.22)	(8.22)
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 08/15/2024	03/04/2020 03/11/2020 460,000.00	459,981.78 0.00 0.00 459,982.31	224.89 421.67 224.89 421.67	0.53 0.00 0.53 422.20	422.20
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 385,000.00	384,967.51 0.00 0.00 384,968.31	88.98 166.83 88.98 166.83	0.80 0.00 0.80 167.63	167.63
58769EAC2	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	09/15/2020 09/23/2020 280,000.00	279,992.08 0.00 0.00 279,992.60	49.78 93.33 49.78 93.33	0.52 0.00 0.52 93.85	93.85
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	Various Various 752,265.40	816,369.28 0.00 61,460.28 754,634.91	698.00 1,308.74 645.28 1,256.02	1.55 275.64 (274.09) 981.93	981.93



## City of Brea

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## Income Earned

As of October 31, 2021

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 07/28/2022	07/25/2017 07/28/2017 890,000.00	889,986.84 0.00 0.00 889,988.20	3,815.88 0.00 5,632.96 1,817.08	1.36 0.00 1.36 1,818.44	1,818.44
69371RP59	Paccar Financial Corp Note 3.4% Due 08/09/2023	Various Various 760,000.00	761,591.13 0.00 0.00 761,518.27	3,732.44 0.00 5,885.78 2,153.34	3.90 76.76 (72.86) 2,080.48	2,080.48
69371RQ25	Paccar Financial Corp Note 2.15% Due 08/15/2024	08/08/2019 08/15/2019 195,000.00	194,752.56 0.00 0.00 194,759.88	535.71 0.00 885.08 349.37	7.32 0.00 7.32 356.69	356.69
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/01/2024	Various Various 1,100,000.00	1,101,362.27 0.00 0.00 1,101,324.79	10,312.50 0.00 12,375.00 2,062.50	8.11 45.59 (37.48) 2,025.02	2,025.02
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	06/29/2021 07/12/2021 185,000.00	184,912.60 0.00 0.00 184,915.27	253.73 0.00 350.09 96.36	2.67 0.00 2.67 99.03	99.03
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 01/25/2023	05/20/2019 05/22/2019 750,000.00	749,294.07 0.00 0.00 749,339.56	3,643.75 0.00 5,300.00 1,656.25	45.49 0.00 45.49 1,701.74	1,701.74
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	03/16/2021 03/18/2021 530,000.00	529,782.63 0.00 0.00 529,790.13	143.54 0.00 474.79 331.25	7.50 0.00 7.50 338.75	338.75
89114QCB2	Toronto Dominion Bank Note 3.25% Due 03/11/2024	Various Various 1,100,000.00	1,111,398.05 0.00 0.00 1,111,001.93	1,986.11 0.00 4,965.28 2,979.17	0.00 396.12 (396.12) 2,583.05	2,583.05
89236TJD8	Toyota Motor Credit Corp Note 0.4% Due 04/06/2023	04/06/2021 04/09/2021 275,000.00	274,830.87 0.00 0.00 274,840.37	525.56 540.83 76.39 91.66	9.50 0.00 9.50 101.16	101.16



## City of Brea

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## Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 06/18/2026	06/15/2021 06/18/2021 995,000.00	994,587.37 0.00 0.00 994,594.81	3,202.66 0.00 4,135.47 932.81	7.44 0.00 7.44 940.25	940.25
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 370,000.00	369,946.72 0.00 0.00 369,948.09	57.56 107.92 57.56 107.92	1.37 0.00 1.37 109.29	109.29
89238TAD5	Toyota Auto Receivables Trust 2018-B A3 Due 09/15/2022	07/25/2019 07/29/2019 0.00	22,491.17 0.00 22,418.77 0.00	29.49 55.30 0.00 25.81	0.00 72.40 (72.40) (46.59)	(46.59)
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 05/15/2025	02/02/2021 02/08/2021 810,000.00	809,880.90 0.00 0.00 809,885.02	93.60 175.50 93.60 175.50	4.12 0.00 4.12 179.62	179.62
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 01/21/2025	01/16/2020 01/21/2020 955,000.00	953,655.03 0.00 0.00 953,689.55	3,806.74 0.00 5,438.19 1,631.45	34.52 0.00 34.52 1,665.97	1,665.97
9128283D0	US Treasury Note 2.25% Due 10/31/2024	11/07/2019 11/08/2019 1,500,000.00	1,521,000.79 0.00 0.00 1,520,422.61	14,123.64 16,875.00 93.23 2,844.59	0.00 578.18 (578.18) 2,266.41	2,266.41
912828B66	US Treasury Note 2.75% Due 02/15/2024	04/29/2019 04/30/2019 1,500,000.00	1,514,671.92 0.00 0.00 1,514,147.31	5,268.34 0.00 8,743.21 3,474.87	0.00 524.61 (524.61) 2,950.26	2,950.26
912828D56	US Treasury Note 2.375% Due 08/15/2024	03/05/2020 03/06/2020 1,500,000.00	1,571,803.66 0.00 0.00 1,569,681.72	4,549.93 0.00 7,550.95 3,001.02	0.00 2,121.94 (2,121.94) 879.08	879.08
912828F96	US Treasury Note Due 10/31/2021	01/27/2017 01/30/2017 0.00	200,009.06 0.00 200,007.25 0.00	1,673.91 1,739.13 0.00 65.22	0.00 1.81 (1.81) 63.41	63.41



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## Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828J43	US Treasury Note Due 02/28/2022	03/13/2017 03/15/2017 0.00	1,357,963.09 0.00 1,358,153.60 0.00	2,038.12 2,960.50 0.00 922.38	190.51 0.00 190.51 1,112.89	1,112.89
912828L24	US Treasury Note 1.875% Due 08/31/2022	09/26/2017 09/27/2017 1,000,000.00	1,000,080.40 0.00 0.00 1,000,072.94	1,605.66 0.00 3,211.33 1,605.67	0.00 7.46 (7.46) 1,598.21	1,598.21
912828L57	US Treasury Note 1.75% Due 09/30/2022	10/17/2017 10/18/2017 1,240,000.00	1,237,230.49 0.00 0.00 1,237,466.35	59.62 0.00 1,907.69 1,848.07	235.86 0.00 235.86 2,083.93	2,083.93
912828N30	US Treasury Note 2.125% Due 12/31/2022	01/25/2018 01/26/2018 1,150,000.00	1,145,470.68 0.00 0.00 1,145,778.59	6,175.78 0.00 8,234.38 2,058.60	307.91 0.00 307.91 2,366.51	2,366.51
912828T91	US Treasury Note 1.625% Due 10/31/2023	05/29/2019 05/30/2019 1,500,000.00	1,487,288.60 0.00 0.00 1,487,807.09	10,200.41 12,187.50 67.33 2,054.42	518.49 0.00 518.49 2,572.91	2,572.91
912828V23	US Treasury Note 2.25% Due 12/31/2023	06/21/2019 06/24/2019 1,250,000.00	1,262,213.33 0.00 0.00 1,261,752.17	7,107.68 0.00 9,476.90 2,369.22	0.00 461.16 (461.16) 1,908.06	1,908.06
912828X70	US Treasury Note 2% Due 04/30/2024	06/10/2019 06/11/2019 1,000,000.00	1,001,855.31 0.00 0.00 1,001,794.25	8,369.57 10,000.00 55.25 1,685.68	0.00 61.06 (61.06) 1,624.62	1,624.62
912828XG0	US Treasury Note 2.125% Due 06/30/2022	08/15/2017 08/17/2017 430,000.00	1,102,386.71 0.00 671,357.52 430,826.65	5,907.27 4,294.46 3,078.94 1,466.13	0.00 202.54 (202.54) 1,263.59	1,263.59
912828XX3	US Treasury Note 2% Due 06/30/2024	12/12/2019 12/13/2019 1,450,000.00	1,460,021.36 0.00 0.00 1,459,711.63	7,328.80 0.00 9,771.74 2,442.94	0.00 309.73 (309.73) 2,133.21	2,133.21



## City of Brea

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## Income Earned

As of October 31, 2021

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	03/18/2020 03/19/2020 2,000,000.00	2,021,278.80 0.00 0.00 2,020,749.39	1,926.80 0.00 3,853.59 1,926.79	0.00 529.41 (529.41) 1,397.38	1,397.38
91282CAM3	US Treasury Note 0.25% Due 09/30/2025	02/19/2021 02/22/2021 1,900,000.00	1,880,339.32 0.00 0.00 1,880,756.77	13.05 0.00 417.58 404.53	417.45 0.00 417.45 821.98	821.98
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	02/11/2021 02/12/2021 1,900,000.00	1,887,147.48 0.00 0.00 1,887,414.71	1,987.77 2,375.00 13.12 400.35	267.23 0.00 267.23 667.58	667.58
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	03/26/2021 03/29/2021 1,350,000.00	1,328,432.38 0.00 0.00 1,328,871.96	1,701.33 0.00 2,130.12 428.79	439.58 0.00 439.58 868.37	868.37
91282CBR1	US Treasury Note 0.25% Due 03/15/2024	03/30/2021 03/31/2021 950,000.00	948,091.20 0.00 0.00 948,157.25	104.97 0.00 308.36 203.39	66.05 0.00 66.05 269.44	269.44
91282CCW9	US Treasury Note 0.75% Due 08/31/2026	09/17/2021 09/20/2021 480,000.00	477,409.62 0.00 0.00 477,454.36	308.29 0.00 616.57 308.28	44.74 0.00 44.74 353.02	353.02
91282CCZ2	US Treasury Note 0.875% Due 09/30/2026	Various Various 2,820,000.00	0.00 2,791,946.88 0.00 2,792,210.60	0.00 (881.25) 2,169.24 1,287.99	263.72 0.00 263.72 1,551.71	1,551.71
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 05/15/2026	Various Various 240,000.00	240,729.81 0.00 0.00 240,716.16	1,012.00 0.00 1,242.00 230.00	0.00 13.65 (13.65) 216.35	216.35
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 02/20/2025	08/04/2020 08/12/2020 650,000.00	649,897.77 0.00 0.00 649,900.33	93.35 254.58 93.35 254.58	2.56 0.00 2.56 257.14	257.14



City of Brea

## Income Earned

Account #120

As of October 31, 2021

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 04/22/2024	10/01/2019 10/08/2019 370,000.00	369,983.93 0.00 0.00 369,984.46	219.33 598.17 219.33 598.17	0.53 0.00 0.53 598.70	598.70
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 06/26/2023	04/26/2019 04/30/2019 904,000.00	914,027.77 0.00 0.00 913,511.39	8,110.89 0.00 10,672.22 2,561.33	0.00 516.38 (516.38) 2,044.95	2,044.95
931142ERO	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 09/17/2026	09/08/2021 09/17/2021 235,000.00	234,559.26 0.00 0.00 234,566.80	95.96 0.00 301.58 205.62	7.54 0.00 7.54 213.16	213.16
			<b>91,894,975.32</b>	<b>327,080.40</b>	<b>5,612.54</b>	
			<b>3,026,940.89</b>	<b>135,393.90</b>	<b>16,759.88</b>	
			<b>2,925,321.88</b>	<b>312,628.79</b>	<b>(11,147.34)</b>	
<b>Total Fixed Income</b>		<b>91,702,285.31</b>	<b>91,985,446.99</b>	<b>120,942.29</b>	<b>109,794.95</b>	<b>109,794.95</b>
<b>CASH &amp; EQUIVALENT</b>						
316175884	Fidelity Institutional Money Market Fund 696	Various Various 292,822.41	239,983.52 299,227.58 246,388.69 292,822.41	0.00 3.21 0.00 3.21	0.00 0.00 0.00 3.21	3.21
			<b>239,983.52</b>	<b>0.00</b>	<b>0.00</b>	
			<b>299,227.58</b>	<b>3.21</b>	<b>0.00</b>	
			<b>246,388.69</b>	<b>0.00</b>	<b>0.00</b>	
<b>Total Cash &amp; Equivalent</b>		<b>292,822.41</b>	<b>292,822.41</b>	<b>3.21</b>	<b>3.21</b>	<b>3.21</b>
			<b>92,134,958.84</b>	<b>327,080.40</b>	<b>5,612.54</b>	
			<b>3,326,168.47</b>	<b>135,397.11</b>	<b>16,759.88</b>	
			<b>3,171,710.57</b>	<b>312,628.79</b>	<b>(11,147.34)</b>	
<b>TOTAL PORTFOLIO</b>		<b>91,995,107.72</b>	<b>92,278,269.40</b>	<b>120,945.50</b>	<b>109,798.16</b>	<b>109,798.16</b>



City of Brea

## Cash Flow Report

Account #120

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/01/2021	Interest	78015K7C2	1,100,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	12,375.00	12,375.00
11/01/2021	Interest	06367WB85	826,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	7,640.50	7,640.50
11/01/2021	Purchase	316175884	815,561.27	Fidelity Institutional Money Market Fund 696	-815,561.27	0.00	-815,561.27
11/01/2021	Sale	912828L24	370,000.00	US Treasury Note 1.875% Due 8/31/2022	376,637.02	1,188.19	377,825.21
11/01/2021	Sale	912828XG0	430,000.00	US Treasury Note	438,924.25	3,078.94	442,003.19
11/03/2021	Interest	037833AK6	900,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	10,800.00	10,800.00
11/03/2021	Purchase	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	-1,058,359.38	-152.50	-1,058,511.88
11/05/2021	Interest	3137EAER6	1,660,000.00	FHLMC Note 0.375% Due 5/5/2023	0.00	3,112.50	3,112.50
11/05/2021	Sale	316175884	1,058,511.88	Fidelity Institutional Money Market Fund 696	1,058,511.88	0.00	1,058,511.88
11/07/2021	Interest	3135G06G3	1,825,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	4,562.50	4,562.50
11/08/2021	Interest	14913Q3B3	1,100,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	11,825.00	11,825.00
11/12/2021	Interest	023135BX3	1,455,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	7,275.00	7,275.00
11/15/2021	Interest	91324PEC2	240,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	1,349.34	1,349.34
11/15/2021	Paydown	43815NAC8	352,907.24	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	39,921.88	523.48	40,445.36
11/15/2021	Paydown	47787NAC3	215,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	91.38	91.38
11/15/2021	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	148.83	148.83



City of Brea

## Cash Flow Report

Account #120

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2021	Paydown	47788EAC2	8,225.81	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	614.61	21.11	635.72
11/15/2021	Paydown	43813DAC2	280,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	8,392.44	191.33	8,583.77
11/15/2021	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	126.67	126.67
11/15/2021	Paydown	47789KAC7	460,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	12,925.34	421.67	13,347.01
11/15/2021	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83
11/15/2021	Paydown	65479JAD5	752,265.40	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	21,985.73	1,209.89	23,195.62
11/15/2021	Paydown	89236XAC0	370,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	10,073.83	107.92	10,181.75
11/15/2021	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	175.50	175.50
11/15/2021	Paydown	477870AC3	148,516.69	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	5,564.82	273.52	5,838.34
11/15/2021	Paydown	47789JAD8	195,796.03	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	19,371.98	474.81	19,846.79
11/15/2021	Paydown	58769EAC2	280,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	93.33	93.33
11/16/2021	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	110.97	110.97
11/18/2021	Paydown	43813KAC6	465,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	143.38	143.38
11/19/2021	Paydown	3137BFE98	0.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
11/20/2021	Paydown	92348AAA3	370,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	11,537.49	598.17	12,135.66
11/20/2021	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	208.00	208.00
11/20/2021	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	16,126.23	254.58	16,380.81



City of Brea

## Cash Flow Report

Account #120

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/21/2021	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	51.75	51.75
11/21/2021	Paydown	43815HAC1	7,574.14	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	680.14	18.62	698.76
11/25/2021	Paydown	09690AAC7	285,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	78.38	78.38
11/25/2021	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
11/27/2021	Interest	3135G06H1	1,610,000.00	FNMA Note 0.25% Due 11/27/2023	0.00	2,012.50	2,012.50
11/30/2021	Interest	91282CAZ4	1,350,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	2,531.25	2,531.25
<b>NOV 2021</b>					<b>147,346.99</b>	<b>77,580.60</b>	<b>224,927.59</b>
12/01/2021	Interest	46647PCH7	985,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.00	4,058.20	4,058.20
12/08/2021	Interest	3130A0F70	1,075,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	18,140.63	18,140.63
12/09/2021	Interest	3130A3KM5	775,000.00	FHLB Note 2.5% Due 12/9/2022	0.00	9,687.50	9,687.50
12/14/2021	Interest	3130A1XJ2	1,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	21,562.51	21,562.51
12/15/2021	Paydown	477870AC3	148,516.69	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	5,576.41	263.27	5,839.68
12/15/2021	Paydown	47787NAC3	215,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	91.38	91.38
12/15/2021	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	175.50	175.50
12/15/2021	Paydown	65479JAD5	752,265.40	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	22,035.18	1,174.53	23,209.71
12/15/2021	Paydown	43813DAC2	280,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	8,398.17	185.60	8,583.77
12/15/2021	Paydown	43815NAC8	352,907.24	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	38,365.35	464.26	38,829.61



City of Brea

## Cash Flow Report

Account #120

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2021	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	126.67	126.67
12/15/2021	Paydown	47788EAC2	8,225.81	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	617.58	19.54	637.12
12/15/2021	Paydown	47789KAC7	460,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	12,960.89	409.82	13,370.71
12/15/2021	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83
12/15/2021	Paydown	89236XAC0	370,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	10,046.87	104.98	10,151.85
12/15/2021	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	148.83	148.83
12/15/2021	Paydown	47789JAD8	195,796.03	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	19,417.83	427.83	19,845.66
12/15/2021	Paydown	58769EAC2	280,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	93.33	93.33
12/16/2021	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
12/17/2021	Interest	3135G04Z3	1,800,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	4,500.00	4,500.00
12/18/2021	Interest	89236TJK2	995,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	5,596.88	5,596.88
12/18/2021	Paydown	43813KAC6	465,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	143.38	143.38
12/19/2021	Interest	3137EAEN5	1,200,000.00	FHLMC Note 2.75% Due 6/19/2023	0.00	16,500.00	16,500.00
12/19/2021	Interest	06051GJD2	950,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	6,265.26	6,265.26
12/20/2021	Interest	05531FBG7	400,000.00	Truist Financial Corporation Callable Note Cont 5/20/2022 3.05% Due 6/20/2022	0.00	6,100.00	6,100.00
12/20/2021	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	16,132.54	248.27	16,380.81



City of Brea

## Cash Flow Report

Account #120

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/20/2021	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	208.00	208.00
12/20/2021	Paydown	92348AAA3	370,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	11,563.45	579.51	12,142.96
12/21/2021	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	51.75	51.75
12/21/2021	Paydown	43815HAC1	7,574.14	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	681.81	16.95	698.76
12/23/2021	Interest	46647PCK0	470,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.00	2,277.16	2,277.16
12/25/2021	Paydown	09690AAC7	285,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	78.38	78.38
12/25/2021	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
12/25/2021	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
12/26/2021	Interest	931142EK5	904,000.00	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	0.00	15,368.00	15,368.00
12/31/2021	Interest	912828V23	1,250,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	14,062.50	14,062.50
12/31/2021	Interest	912828N30	1,150,000.00	US Treasury Note 2.125% Due 12/31/2022	0.00	12,218.75	12,218.75
12/31/2021	Interest	912828XX3	1,450,000.00	US Treasury Note 2% Due 6/30/2024	0.00	14,500.00	14,500.00
<b>DEC 2021</b>					<b>145,796.08</b>	<b>160,682.80</b>	<b>306,478.88</b>
01/07/2022	Interest	3135G0X24	1,875,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	15,234.38	15,234.38
01/14/2022	Interest	02665WCJ8	225,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.00	3,881.25	3,881.25
01/15/2022	Interest	79466LAG9	185,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	587.76	587.76
01/15/2022	Paydown	47787NAC3	215,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	91.38	91.38



City of Brea

## Cash Flow Report

Account #120

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2022	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83
01/15/2022	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	175.50	175.50
01/15/2022	Paydown	477870AC3	148,516.69	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	5,588.03	253.00	5,841.03
01/15/2022	Paydown	47789JAD8	195,796.03	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	19,463.79	380.74	19,844.53
01/15/2022	Paydown	58769EAC2	280,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	93.33	93.33
01/15/2022	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	148.83	148.83
01/15/2022	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	126.67	126.67
01/15/2022	Paydown	47788EAC2	8,225.81	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	620.57	17.95	638.52
01/15/2022	Paydown	43813DAC2	280,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	8,403.91	179.86	8,583.77
01/15/2022	Paydown	43815NAC8	352,907.24	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	36,805.04	407.35	37,212.39
01/15/2022	Paydown	47789KAC7	460,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	12,996.53	397.94	13,394.47
01/15/2022	Paydown	65479JAD5	752,265.40	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	22,084.76	1,139.10	23,223.86
01/15/2022	Paydown	89236XAC0	370,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	10,019.61	102.05	10,121.66
01/16/2022	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
01/17/2022	Interest	24422EVN6	640,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.00	1,440.00	1,440.00
01/18/2022	Maturity	4581X0CW6	1,275,000.00	Inter-American Dev Bank Note 2.125% Due 1/18/2022	1,275,000.00	13,546.88	1,288,546.88
01/18/2022	Paydown	43813KAC6	465,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	143.38	143.38



City of Brea

## Cash Flow Report

Account #120

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/19/2022	Interest	3135G0T94	625,000.00	FNMA Note 2.375% Due 1/19/2023	0.00	7,421.88	7,421.88
01/20/2022	Paydown	92348AAA3	370,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	11,589.47	560.82	12,150.29
01/20/2022	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	208.00	208.00
01/20/2022	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	16,138.86	241.95	16,380.81
01/21/2022	Interest	3137EAEU9	1,800,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	3,375.01	3,375.01
01/21/2022	Interest	90331HPL1	955,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	9,788.75	9,788.75
01/21/2022	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	51.75	51.75
01/21/2022	Paydown	43815HAC1	7,574.14	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	683.49	15.27	698.76
01/25/2022	Interest	808513AT2	750,000.00	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	0.00	9,937.50	9,937.50
01/25/2022	Paydown	09690AAC7	285,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	78.38	78.38
01/25/2022	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
01/25/2022	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
01/28/2022	Interest	69353RFE3	890,000.00	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	0.00	10,902.50	10,902.50
<b>JAN 2022</b>					<b>1,419,394.06</b>	<b>85,762.79</b>	<b>1,505,156.85</b>
02/09/2022	Interest	69371RP59	760,000.00	Paccar Financial Corp Note 3.4% Due 8/9/2023	0.00	12,920.00	12,920.00
02/11/2022	Interest	06406RAJ6	250,000.00	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	0.00	4,312.50	4,312.50
02/12/2022	Interest	3137EAEPO	1,920,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	14,400.00	14,400.00



City of Brea

## Cash Flow Report

Account #120

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2022	Interest	69371RQ25	195,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	2,096.25	2,096.25
02/15/2022	Interest	912828B66	1,500,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	20,625.00	20,625.00
02/15/2022	Interest	912828D56	1,500,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	17,812.50	17,812.50
02/15/2022	Paydown	43815NAC8	352,907.24	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	35,240.96	352.76	35,593.72
02/15/2022	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	126.67	126.67
02/15/2022	Paydown	65479JAD5	752,265.40	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	22,134.45	1,103.58	23,238.03
02/15/2022	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	148.83	148.83
02/15/2022	Paydown	47789JAD8	195,796.03	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	19,509.85	333.54	19,843.39
02/15/2022	Paydown	58769EAC2	280,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	24,495.80	93.33	24,589.13
02/15/2022	Paydown	477870AC3	148,516.69	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	5,599.67	242.71	5,842.38
02/15/2022	Paydown	47787NAC3	215,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	91.38	91.38
02/15/2022	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83
02/15/2022	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	175.50	175.50
02/15/2022	Paydown	89236XAC0	370,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	9,992.05	99.13	10,091.18
02/15/2022	Paydown	43813DAC2	280,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	8,409.65	174.12	8,583.77
02/15/2022	Paydown	47788EAC2	8,225.81	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	623.56	16.36	639.92
02/15/2022	Paydown	47789KAC7	460,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	13,032.28	386.02	13,418.30



City of Brea

## Cash Flow Report

Account #120

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/16/2022	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
02/18/2022	Paydown	43813KAC6	465,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	143.38	143.38
02/20/2022	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	208.00	208.00
02/20/2022	Paydown	92348AAA3	370,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	11,615.55	542.08	12,157.63
02/20/2022	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	16,145.18	235.63	16,380.81
02/21/2022	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	51.75	51.75
02/21/2022	Paydown	43815HAC1	7,574.14	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	685.17	13.59	698.76
02/24/2022	Interest	3137EAEV7	1,025,000.00	FHLMC Note 0.25% Due 8/24/2023	0.00	1,281.25	1,281.25
02/25/2022	Interest	3135G05X7	1,800,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	3,375.00	3,375.00
02/25/2022	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
02/25/2022	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
02/25/2022	Paydown	09690AAC7	285,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	78.38	78.38
02/28/2022	Interest	912828L24	630,000.00	US Treasury Note 1.875% Due 8/31/2022	0.00	5,906.25	5,906.25
02/28/2022	Interest	912828ZC7	2,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	11,250.00	11,250.00
02/28/2022	Interest	91282CCW9	480,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	1,800.00	1,800.00
<b>FEB 2022</b>					<b>167,484.17</b>	<b>105,229.12</b>	<b>272,713.29</b>
03/05/2022	Interest	06051GHF9	800,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.00	14,200.00	14,200.00



City of Brea

## Cash Flow Report

Account #120

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/06/2022	Interest	24422ETG4	650,000.00	John Deere Capital Corp Note 2.8% Due 3/6/2023	0.00	9,100.00	9,100.00
03/08/2022	Interest	3130AB3H7	1,500,000.00	FHLB Note 2.375% Due 3/8/2024	0.00	17,812.50	17,812.50
03/08/2022	Interest	313383YJ4	1,200,000.00	FHLB Note 3.375% Due 9/8/2023	0.00	20,250.00	20,250.00
03/11/2022	Interest	89114QCB2	1,100,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	17,875.00	17,875.00
03/12/2022	Interest	3135G0U43	1,500,000.00	FNMA Note 2.875% Due 9/12/2023	0.00	21,562.50	21,562.50
03/13/2022	Interest	3130A2UW4	1,200,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	17,250.00	17,250.00
03/14/2022	Interest	4581X0CZ9	800,000.00	Inter-American Dev Bank Note 1.75% Due 9/14/2022	0.00	7,000.00	7,000.00
03/15/2022	Interest	06368FAC3	500,000.00	Bank of Montreal Note 1.25% Due 9/15/2026	0.00	3,125.00	3,125.00
03/15/2022	Interest	91282CBR1	950,000.00	US Treasury Note 0.25% Due 3/15/2024	0.00	1,187.50	1,187.50
03/15/2022	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	148.83	148.83
03/15/2022	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	126.67	126.67
03/15/2022	Paydown	47787NAC3	215,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	9,307.61	91.38	9,398.99
03/15/2022	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83
03/15/2022	Paydown	43813DAC2	280,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	8,415.40	168.37	8,583.77
03/15/2022	Paydown	477870AC3	148,516.69	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	5,611.33	232.40	5,843.73
03/15/2022	Paydown	47789KAC7	460,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	13,068.11	374.08	13,442.19
03/15/2022	Paydown	89236XAC0	370,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	9,964.20	96.21	10,060.41



City of Brea

## Cash Flow Report

Account #120

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/15/2022	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	175.50	175.50
03/15/2022	Paydown	43815NAC8	352,907.24	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	33,673.11	300.48	33,973.59
03/15/2022	Paydown	47789JAD8	195,796.03	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	19,556.02	286.23	19,842.25
03/15/2022	Paydown	58769EAC2	280,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	24,284.79	85.17	24,369.96
03/15/2022	Paydown	65479JAD5	752,265.40	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	22,184.26	1,067.98	23,252.24
03/15/2022	Paydown	47788EAC2	8,225.81	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	626.58	14.76	641.34
03/16/2022	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
03/17/2022	Interest	931142ER0	235,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	1,233.75	1,233.75
03/18/2022	Interest	808513BN4	530,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	1,987.50	1,987.50
03/18/2022	Paydown	43813KAC6	465,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	22,074.66	143.38	22,218.04
03/20/2022	Paydown	92348AAA3	370,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	11,641.67	523.31	12,164.98
03/20/2022	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	208.00	208.00
03/20/2022	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	16,151.51	229.30	16,380.81
03/21/2022	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	51.75	51.75
03/21/2022	Paydown	43815HAC1	7,574.14	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	686.85	11.91	698.76
03/23/2022	Interest	3137EAEX3	1,805,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	3,384.38	3,384.38
03/25/2022	Paydown	09690AAC7	285,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	78.38	78.38



## City of Brea

Account #120

## Cash Flow Report

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/25/2022	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
03/25/2022	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
03/31/2022	Interest	91282CCZ2	2,820,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	12,337.50	12,337.50
03/31/2022	Interest	912828L57	1,240,000.00	US Treasury Note 1.75% Due 9/30/2022	0.00	10,850.00	10,850.00
03/31/2022	Interest	91282CAM3	1,900,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	2,375.00	2,375.00
<b>MAR 2022</b>					<b>197,246.10</b>	<b>170,778.35</b>	<b>368,024.45</b>
04/01/2022	Interest	13063DRK6	900,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	10,800.00	10,800.00
04/06/2022	Interest	89236TJD8	275,000.00	Toyota Motor Credit Corp Note 0.4% Due 4/6/2023	0.00	550.00	550.00
04/10/2022	Interest	02665WCQ2	750,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.00	13,593.75	13,593.75
04/15/2022	Interest	3135G0W66	1,755,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	14,259.38	14,259.38
04/15/2022	Paydown	43815NAC8	352,907.24	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	32,101.46	250.54	32,352.00
04/15/2022	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	126.67	126.67
04/15/2022	Paydown	47787NAC3	215,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	9,311.26	87.42	9,398.68
04/15/2022	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83
04/15/2022	Paydown	65479JAD5	752,265.40	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	22,234.18	1,032.29	23,266.47
04/15/2022	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	175.50	175.50
04/15/2022	Paydown	477870AC3	148,516.69	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	5,623.03	222.06	5,845.09



City of Brea

## Cash Flow Report

Account #120

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2022	Paydown	43813DAC2	280,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	8,421.15	162.62	8,583.77
04/15/2022	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	148.83	148.83
04/15/2022	Paydown	47788EAC2	8,225.81	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	629.61	13.15	642.76
04/15/2022	Paydown	47789KAC7	460,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	13,104.05	362.10	13,466.15
04/15/2022	Paydown	89236XAC0	370,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	9,936.04	93.31	10,029.35
04/15/2022	Paydown	47789JAD8	195,796.03	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	19,602.30	238.81	19,841.11
04/15/2022	Paydown	58769EAC2	280,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	24,073.69	77.07	24,150.76
04/16/2022	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
04/18/2022	Paydown	43813KAC6	465,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	22,081.47	136.57	22,218.04
04/20/2022	Interest	4581X0DV7	1,915,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	8,378.13	8,378.13
04/20/2022	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	208.00	208.00
04/20/2022	Paydown	92348AAA3	370,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	11,667.88	504.48	12,172.36
04/20/2022	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	16,157.83	222.98	16,380.81
04/21/2022	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	51.75	51.75
04/21/2022	Paydown	43815HAC1	7,574.14	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	688.54	10.22	698.76
04/22/2022	Interest	3135G03U5	1,510,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	4,718.75	4,718.75
04/22/2022	Interest	46647PBK1	312,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	3,249.48	3,249.48



City of Brea

## Cash Flow Report

Account #120

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/25/2022	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
04/25/2022	Paydown	09690AAC7	285,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	78.38	78.38
04/25/2022	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
04/28/2022	Interest	459058JL8	945,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	2,362.50	2,362.50
04/28/2022	Interest	06406RAG2	800,000.00	Bank of NY Mellon Corp Note 3.5% Due 4/28/2023	0.00	14,000.00	14,000.00
04/30/2022	Interest	9128283D0	1,500,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	16,875.00	16,875.00
04/30/2022	Interest	912828T91	1,500,000.00	US Treasury Note 1.625% Due 10/31/2023	0.00	12,187.50	12,187.50
04/30/2022	Interest	912828X70	1,000,000.00	US Treasury Note 2% Due 4/30/2024	0.00	10,000.00	10,000.00
04/30/2022	Interest	91282CAT8	1,900,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	2,375.00	2,375.00
<b>APR 2022</b>					<b>195,632.49</b>	<b>122,385.87</b>	<b>318,018.36</b>
05/01/2022	Interest	06367WB85	826,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	7,640.50	7,640.50
05/01/2022	Interest	78015K7C2	1,100,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	12,375.00	12,375.00
05/03/2022	Interest	037833AK6	900,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	10,800.00	10,800.00
05/05/2022	Interest	3137EAER6	1,660,000.00	FHLMC Note 0.375% Due 5/5/2023	0.00	3,112.50	3,112.50
05/07/2022	Interest	3135G06G3	1,825,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	4,562.50	4,562.50
05/08/2022	Interest	14913Q3B3	1,100,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	11,825.00	11,825.00
05/12/2022	Interest	023135BX3	1,455,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	7,275.00	7,275.00



## City of Brea

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## Cash Flow Report

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2022	Interest	91324PEC2	240,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	1,380.00	1,380.00
05/15/2022	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	148.83	148.83
05/15/2022	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	126.67	126.67
05/15/2022	Paydown	47788EAC2	8,225.81	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	632.65	11.53	644.18
05/15/2022	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83
05/15/2022	Paydown	477870AC3	148,516.69	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	5,634.74	211.71	5,846.45
05/15/2022	Paydown	47789JAD8	195,796.03	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	19,648.70	191.27	19,839.97
05/15/2022	Paydown	58769EAC2	280,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	23,862.47	69.05	23,931.52
05/15/2022	Paydown	43813DAC2	280,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	8,426.90	156.87	8,583.77
05/15/2022	Paydown	43815NAC8	352,907.24	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	30,526.02	202.92	30,728.94
05/15/2022	Paydown	47787NAC3	215,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	9,314.91	83.46	9,398.37
05/15/2022	Paydown	47789KAC7	460,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	13,140.08	350.09	13,490.17
05/15/2022	Paydown	65479JAD5	752,265.40	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	22,284.19	996.54	23,280.73
05/15/2022	Paydown	89236XAC0	370,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	9,907.57	90.41	9,997.98
05/15/2022	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	175.50	175.50
05/16/2022	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17



City of Brea

## Cash Flow Report

Account #120

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/18/2022	Paydown	43813KAC6	465,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	22,088.28	129.76	22,218.04
05/20/2022	Call	05531FBG7	400,000.00	Truist Financial Corporation Callable Note Cont 5/20/2022 3.05% Due 6/20/2022	400,000.00	5,083.33	405,083.33
05/20/2022	Paydown	92348AAA3	370,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	11,694.13	485.62	12,179.75
05/20/2022	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	208.00	208.00
05/20/2022	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	16,164.16	216.65	16,380.81
05/21/2022	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	51.75	51.75
05/21/2022	Paydown	43815HAC1	7,574.14	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	690.23	8.53	698.76
05/25/2022	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
05/25/2022	Paydown	09690AAC7	285,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	78.38	78.38
05/25/2022	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
05/27/2022	Interest	3135G06H1	1,610,000.00	FNMA Note 0.25% Due 11/27/2023	0.00	2,012.50	2,012.50
05/31/2022	Interest	91282CAZ4	1,350,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	2,531.25	2,531.25
<b>MAY 2022</b>					<b>594,015.03</b>	<b>77,424.75</b>	<b>671,439.78</b>
06/01/2022	Interest	46647PCH7	985,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.00	4,058.20	4,058.20
06/08/2022	Interest	3130A0F70	1,075,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	18,140.63	18,140.63
06/09/2022	Interest	3130A3KM5	775,000.00	FHLB Note 2.5% Due 12/9/2022	0.00	9,687.50	9,687.50
06/14/2022	Interest	3130A1XJ2	1,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	21,562.51	21,562.51



City of Brea

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As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2022	Paydown	477870AC3	148,516.69	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	5,646.48	201.33	5,847.81
06/15/2022	Paydown	47787NAC3	215,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	9,318.56	79.50	9,398.06
06/15/2022	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83
06/15/2022	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	36,692.70	175.50	36,868.20
06/15/2022	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,299.00	148.83	22,447.83
06/15/2022	Paydown	47789JAD8	195,796.03	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	19,695.20	143.62	19,838.82
06/15/2022	Paydown	58769EAC2	280,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	23,651.16	61.09	23,712.25
06/15/2022	Paydown	43815NAC8	352,907.24	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	28,946.77	157.64	29,104.41
06/15/2022	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	126.67	126.67
06/15/2022	Paydown	65479JAD5	752,265.40	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	22,334.35	960.69	23,295.04
06/15/2022	Paydown	43813DAC2	280,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	8,432.66	151.11	8,583.77
06/15/2022	Paydown	47788EAC2	8,225.81	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	635.71	9.91	645.62
06/15/2022	Paydown	47789KAC7	460,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	13,176.22	338.04	13,514.26
06/15/2022	Paydown	89236XAC0	370,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	9,878.80	87.52	9,966.32
06/16/2022	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
06/17/2022	Interest	3135G04Z3	1,800,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	4,500.00	4,500.00
06/18/2022	Interest	89236TJK2	995,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	5,596.88	5,596.88



## City of Brea

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## Cash Flow Report

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/18/2022	Paydown	43813KAC6	465,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	22,095.09	122.95	22,218.04
06/19/2022	Interest	06051GJD2	950,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	6,265.26	6,265.26
06/19/2022	Interest	3137EAEN5	1,200,000.00	FHLMC Note 2.75% Due 6/19/2023	0.00	16,500.00	16,500.00
06/20/2022	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	208.00	208.00
06/20/2022	Paydown	92348AAA3	370,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	11,720.43	466.72	12,187.15
06/20/2022	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	16,170.49	210.32	16,380.81
06/21/2022	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	51.75	51.75
06/21/2022	Paydown	43815HAC1	7,574.14	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	691.93	6.83	698.76
06/23/2022	Interest	46647PCK0	470,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.00	2,277.16	2,277.16
06/25/2022	Paydown	09690AAC7	285,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	78.38	78.38
06/25/2022	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
06/25/2022	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
06/26/2022	Interest	931142EK5	904,000.00	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	0.00	15,368.00	15,368.00
06/30/2022	Interest	912828N30	1,150,000.00	US Treasury Note 2.125% Due 12/31/2022	0.00	12,218.75	12,218.75
06/30/2022	Interest	912828XX3	1,450,000.00	US Treasury Note 2% Due 6/30/2024	0.00	14,500.00	14,500.00
06/30/2022	Interest	912828V23	1,250,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	14,062.50	14,062.50
<b>JUN 2022</b>					<b>251,385.55</b>	<b>153,357.42</b>	<b>404,742.97</b>



City of Brea

## Cash Flow Report

Account #120

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/07/2022	Interest	3135G0X24	1,875,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	15,234.38	15,234.38
07/14/2022	Interest	02665WCJ8	225,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.00	3,881.25	3,881.25
07/15/2022	Interest	79466LAG9	185,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	578.13	578.13
07/15/2022	Paydown	43815NAC8	352,907.24	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	27,363.71	114.70	27,478.41
07/15/2022	Paydown	47789JAD8	195,796.03	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	19,741.81	95.86	19,837.67
07/15/2022	Paydown	58769EAC2	280,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	23,439.73	53.21	23,492.94
07/15/2022	Paydown	65479JAD5	752,265.40	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	22,384.60	924.77	23,309.37
07/15/2022	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,307.18	141.77	22,448.95
07/15/2022	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	126.67	126.67
07/15/2022	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83
07/15/2022	Paydown	43813DAC2	280,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	8,438.43	145.34	8,583.77
07/15/2022	Paydown	477870AC3	148,516.69	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	5,658.24	190.93	5,849.17
07/15/2022	Paydown	47787NAC3	215,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	9,322.21	75.54	9,397.75
07/15/2022	Paydown	47789KAC7	460,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	13,212.46	325.96	13,538.42
07/15/2022	Paydown	89236XAC0	370,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	9,849.72	84.64	9,934.36
07/15/2022	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	36,704.62	167.55	36,872.17
07/15/2022	Paydown	47788EAC2	8,225.81	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	638.78	8.28	647.06



City of Brea

## Cash Flow Report

Account #120

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/16/2022	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
07/17/2022	Interest	24422EVN6	640,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.00	1,440.00	1,440.00
07/18/2022	Paydown	43813KAC6	465,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	22,101.90	116.14	22,218.04
07/19/2022	Interest	3135G0T94	625,000.00	FNMA Note 2.375% Due 1/19/2023	0.00	7,421.88	7,421.88
07/20/2022	Paydown	92348AAA3	370,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	11,746.81	447.77	12,194.58
07/20/2022	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	208.00	208.00
07/20/2022	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	16,176.82	203.99	16,380.81
07/21/2022	Interest	3137EAEU9	1,800,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	3,375.01	3,375.01
07/21/2022	Interest	90331HPL1	955,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	9,788.75	9,788.75
07/21/2022	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	51.75	51.75
07/21/2022	Paydown	43815HAC1	7,574.14	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	693.63	5.13	698.76
07/25/2022	Interest	808513AT2	750,000.00	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	0.00	9,937.50	9,937.50
07/25/2022	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
07/25/2022	Paydown	09690AAC7	285,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	78.38	78.38
07/25/2022	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
07/28/2022	Maturity	69353RFE3	890,000.00	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	890,000.00	10,902.50	900,902.50
<b>JUL 2022</b>					<b>1,139,780.65</b>	<b>70,959.41</b>	<b>1,210,740.06</b>



City of Brea

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As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/09/2022	Interest	69371RP59	760,000.00	Paccar Financial Corp Note 3.4% Due 8/9/2023	0.00	12,920.00	12,920.00
08/11/2022	Interest	06406RAJ6	250,000.00	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	0.00	4,312.50	4,312.50
08/12/2022	Interest	3137EAEP0	1,920,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	14,400.00	14,400.00
08/15/2022	Interest	912828B66	1,500,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	20,625.00	20,625.00
08/15/2022	Interest	912828D56	1,500,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	17,812.50	17,812.50
08/15/2022	Interest	69371RQ25	195,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	2,096.25	2,096.25
08/15/2022	Paydown	47789JAD8	195,796.03	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	19,788.53	47.99	19,836.52
08/15/2022	Paydown	58769EAC2	280,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	23,228.19	45.40	23,273.59
08/15/2022	Paydown	43815NAC8	352,907.24	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	25,776.83	74.11	25,850.94
08/15/2022	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	126.67	126.67
08/15/2022	Paydown	47787NAC3	215,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	9,325.86	71.58	9,397.44
08/15/2022	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83
08/15/2022	Paydown	65479JAD5	752,265.40	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	22,434.96	888.77	23,323.73
08/15/2022	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	36,716.55	159.60	36,876.15
08/15/2022	Paydown	43813DAC2	280,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	8,444.19	139.58	8,583.77
08/15/2022	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,315.35	134.71	22,450.06
08/15/2022	Paydown	47788EAC2	8,225.81	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	641.87	6.64	648.51



City of Brea

## Cash Flow Report

Account #120

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2022	Paydown	47789KAC7	460,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	13,248.79	313.85	13,562.64
08/15/2022	Paydown	89236XAC0	370,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	9,820.33	81.76	9,902.09
08/15/2022	Paydown	477870AC3	148,516.69	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	5,670.03	180.51	5,850.54
08/16/2022	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
08/18/2022	Paydown	43813KAC6	465,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	22,108.72	109.32	22,218.04
08/20/2022	Paydown	92348AAA3	370,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	11,773.23	428.78	12,202.01
08/20/2022	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	208.00	208.00
08/20/2022	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	16,183.16	197.65	16,380.81
08/21/2022	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,473.62	51.75	11,525.37
08/21/2022	Paydown	43815HAC1	7,574.14	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	695.34	3.42	698.76
08/22/2022	Paydown	43815HAC1	7,574.14	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	697.04	0.00	697.04
08/24/2022	Interest	3137EAEV7	1,025,000.00	FHLMC Note 0.25% Due 8/24/2023	0.00	1,281.25	1,281.25
08/25/2022	Interest	3135G05X7	1,800,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	3,375.00	3,375.00
08/25/2022	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
08/25/2022	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
08/25/2022	Paydown	09690AAC7	285,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	78.38	78.38
08/31/2022	Interest	912828ZC7	2,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	11,250.00	11,250.00



## City of Brea

Account #120

## Cash Flow Report

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/31/2022	Interest	91282CCW9	480,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	1,800.00	1,800.00
08/31/2022	Maturity	912828L24	630,000.00	US Treasury Note 1.875% Due 8/31/2022	630,000.00	5,906.25	635,906.25
<b>AUG 2022</b>					<b>890,342.59</b>	<b>103,960.85</b>	<b>994,303.44</b>
09/05/2022	Interest	06051GHF9	800,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.00	14,200.00	14,200.00
09/06/2022	Interest	24422ETG4	650,000.00	John Deere Capital Corp Note 2.8% Due 3/6/2023	0.00	9,100.00	9,100.00
09/08/2022	Interest	3130AB3H7	1,500,000.00	FHLB Note 2.375% Due 3/8/2024	0.00	17,812.50	17,812.50
09/08/2022	Interest	313383YJ4	1,200,000.00	FHLB Note 3.375% Due 9/8/2023	0.00	20,250.00	20,250.00
09/11/2022	Interest	89114QCB2	1,100,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	17,875.00	17,875.00
09/12/2022	Interest	3135G0U43	1,500,000.00	FNMA Note 2.875% Due 9/12/2023	0.00	21,562.50	21,562.50
09/13/2022	Interest	3130A2UW4	1,200,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	17,250.00	17,250.00
09/14/2022	Maturity	4581X0CZ9	800,000.00	Inter-American Dev Bank Note 1.75% Due 9/14/2022	800,000.00	7,000.00	807,000.00
09/15/2022	Interest	91282CBR1	950,000.00	US Treasury Note 0.25% Due 3/15/2024	0.00	1,187.50	1,187.50
09/15/2022	Interest	06368FAC3	500,000.00	Bank of Montreal Note 1.25% Due 9/15/2026	0.00	3,125.00	3,125.00
09/15/2022	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,323.54	127.64	22,451.18
09/15/2022	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	126.67	126.67
09/15/2022	Paydown	47788EAC2	8,225.81	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	644.97	4.99	649.96
09/15/2022	Paydown	477870AC3	148,516.69	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	5,681.84	170.07	5,851.91



City of Brea

## Cash Flow Report

Account #120

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2022	Paydown	58769EAC2	280,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	23,016.55	37.65	23,054.20
09/15/2022	Paydown	43813DAC2	280,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	8,449.96	133.81	8,583.77
09/15/2022	Paydown	43815NAC8	352,907.24	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	24,186.11	35.88	24,221.99
09/15/2022	Paydown	47787NAC3	215,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	9,329.51	67.62	9,397.13
09/15/2022	Paydown	47789KAC7	460,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	13,285.22	301.71	13,586.93
09/15/2022	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83
09/15/2022	Paydown	65479JAD5	752,265.40	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	22,485.43	852.69	23,338.12
09/15/2022	Paydown	89236XAC0	370,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	9,790.61	78.90	9,869.51
09/15/2022	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	36,728.49	151.64	36,880.13
09/16/2022	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
09/17/2022	Interest	931142ER0	235,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	1,233.75	1,233.75
09/18/2022	Interest	808513BN4	530,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	1,987.50	1,987.50
09/18/2022	Paydown	43813KAC6	465,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	22,115.53	102.51	22,218.04
09/20/2022	Paydown	92348AAA3	370,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	11,799.73	409.74	12,209.47
09/20/2022	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	208.00	208.00
09/20/2022	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	16,189.50	191.31	16,380.81
09/21/2022	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,476.39	49.17	11,525.56



City of Brea

## Cash Flow Report

Account #120

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/23/2022	Interest	3137EAEX3	1,805,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	3,384.38	3,384.38
09/25/2022	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
09/25/2022	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
09/25/2022	Paydown	09690AAC7	285,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	78.38	78.38
09/30/2022	Interest	91282CAM3	1,900,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	2,375.00	2,375.00
09/30/2022	Interest	91282CCZ2	2,820,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	12,337.50	12,337.50
09/30/2022	Maturity	912828L57	1,240,000.00	US Treasury Note 1.75% Due 9/30/2022	1,240,000.00	10,850.00	1,250,850.00
<b>SEP 2022</b>					<b>2,277,503.38</b>	<b>169,492.64</b>	<b>2,446,996.02</b>
10/01/2022	Interest	13063DRK6	900,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	10,800.00	10,800.00
10/06/2022	Interest	89236TJD8	275,000.00	Toyota Motor Credit Corp Note 0.4% Due 4/6/2023	0.00	550.00	550.00
10/10/2022	Interest	02665WCQ2	750,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.00	13,593.75	13,593.75
10/15/2022	Interest	3135G0W66	1,755,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	14,259.38	14,259.38
10/15/2022	Paydown	477870AC3	148,516.69	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	5,693.69	159.60	5,853.29
10/15/2022	Paydown	47787NAC3	215,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	9,333.17	63.65	9,396.82
10/15/2022	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83
10/15/2022	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	36,740.42	143.68	36,884.10
10/15/2022	Paydown	43813DAC2	280,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	8,455.74	128.03	8,583.77



City of Brea

## Cash Flow Report

Account #120

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2022	Paydown	47788EAC2	8,225.81	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	648.09	3.33	651.42
10/15/2022	Paydown	47789KAC7	460,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	13,321.76	289.53	13,611.29
10/15/2022	Paydown	89236XAC0	370,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	9,760.59	76.04	9,836.63
10/15/2022	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	126.67	126.67
10/15/2022	Paydown	65479JAD5	752,265.40	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	22,536.02	816.53	23,352.55
10/15/2022	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,331.72	120.57	22,452.29
10/15/2022	Paydown	58769EAC2	280,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	22,804.80	29.98	22,834.78
10/16/2022	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
10/18/2022	Paydown	43813KAC6	465,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	22,122.35	95.69	22,218.04
10/20/2022	Interest	4581X0DV7	1,915,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	8,378.13	8,378.13
10/20/2022	Paydown	92348AAA3	370,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	11,826.27	390.67	12,216.94
10/20/2022	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	208.00	208.00
10/20/2022	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	16,195.84	184.97	16,380.81
10/21/2022	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,479.16	46.59	11,525.75
10/22/2022	Interest	3135G03U5	1,510,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	4,718.75	4,718.75
10/22/2022	Interest	46647PBK1	312,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	3,249.48	3,249.48
10/25/2022	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13



City of Brea

Account #120

# Cash Flow Report

As of October 31, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/25/2022	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
10/25/2022	Paydown	09690AAC7	285,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	78.38	78.38
10/28/2022	Interest	06406RAG2	800,000.00	Bank of NY Mellon Corp Note 3.5% Due 4/28/2023	0.00	14,000.00	14,000.00
10/28/2022	Interest	459058JL8	945,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	2,362.50	2,362.50
10/31/2022	Interest	912828T91	1,500,000.00	US Treasury Note 1.625% Due 10/31/2023	0.00	12,187.50	12,187.50
10/31/2022	Interest	912828X70	1,000,000.00	US Treasury Note 2% Due 4/30/2024	0.00	10,000.00	10,000.00
10/31/2022	Interest	91282CAT8	1,900,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	2,375.00	2,375.00
10/31/2022	Interest	9128283D0	1,500,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	16,875.00	16,875.00
<b>OCT 2022</b>					<b>213,249.62</b>	<b>121,145.03</b>	<b>334,394.65</b>
<b>TOTAL</b>					<b>7,639,176.71</b>	<b>1,418,759.63</b>	<b>9,057,936.34</b>



City of Brea

# Book Value Report

Account #120

As of October 31, 2021

MIG	Book Value	12 Months or Less	13 to 24 Months	25 to 60 Months	Total Holdings
ABS	\$8,013,958.75	\$846,388.57	\$6,547,607.81	\$619,962.37	\$8,013,958.75
Agency	\$31,061,459.80	\$0.00	\$8,009,303.03	\$23,052,156.77	\$31,061,459.80
CMO	\$907,978.22	\$0.00	\$0.00	\$907,978.22	\$907,978.22
Corporate	\$21,203,222.81	\$1,481,217.27	\$7,080,394.40	\$12,641,611.14	\$21,203,222.81
Money Market Fund	\$292,822.41	\$292,822.41	\$0.00	\$0.00	\$292,822.41
Municipal Bonds	\$912,204.40	\$0.00	\$0.00	\$912,204.40	\$912,204.40
Supranational	\$4,921,546.66	\$2,070,702.99	\$0.00	\$2,850,843.67	\$4,921,546.66
US Treasury	\$24,965,076.35	\$2,668,365.94	\$2,633,585.68	\$19,663,124.73	\$24,965,076.35
<b>TOTAL</b>	<b>\$92,278,269.40</b>	<b>\$7,359,497.18</b>	<b>\$24,270,890.92</b>	<b>\$60,647,881.30</b>	<b>\$92,278,269.40</b>



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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	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index*	<p>The ICE BofA 1-5 Year US Treasury &amp; Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody’s, S&amp;P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.</p> <p>The ICE BofA US 1-Year Treasury Bill Index is comprised of a single issue purchased at the beginning of the month and held for a full month. At the end of the month that issue is sold and rolled into a newly selected issue. The issue selected at each month-end rebalancing is the outstanding Treasury Bill that matures closest to, but not beyond, twelve months from the rebalancing date.</p>
ICE BofA 1-5 Yr AAA-A US Corp & Govt Index	<p>The ICE BofA US 1-5 Year AAA-A US Corporate &amp; Government Index tracks the performance of US dollar denominated investment grade debt publicly issued in the US domestic market, including US Treasury, US agency, foreign government, supranational, and corporate securities. Qualifying securities must be issued from US issuers and be rated AAA through A3 (based on an average of Moody’s, S&amp;P and Fitch). In addition, qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to final maturity at point of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for US Treasuries and \$250 million for all other securities.</p>

02423304  
 25- -01-B -62 -308-04  
 0102 -19-02877-04



PARS/CITY OF BREA 115P PEN  
 ACCOUNT 6746050800

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 Period from October 1, 2021 to October 31, 2021

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PARS/CITY OF BREA 115P PEN  
ACCOUNT 6746050800

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Period from October 1, 2021 to October 31, 2021

## MARKET AND COST RECONCILIATION

	10/31/2021 MARKET	10/31/2021 BOOK VALUE
<b>Beginning Market And Cost</b>	<b>10,845,234.35</b>	<b>8,789,960.84</b>
<b>Investment Activity</b>		
Interest	5,246.18	5,246.18
Dividends	4,253.27	4,253.27
Change In Unrealized Gain/Loss	338,654.45	.00
Net Accrued Income (Current-Prior)	- 1,548.72	- 1,548.72
<b>Total Investment Activity</b>	<b>346,605.18</b>	<b>7,950.73</b>
<b>Plan Expenses</b>		
Trust Fees	- 2,548.77	- 2,548.77
<b>Total Plan Expenses</b>	<b>- 2,548.77</b>	<b>- 2,548.77</b>
<b>Other Activity</b>		
Transfers To Checking Account	- 2,224.21	- 2,224.21
<b>Total Other Activity</b>	<b>- 2,224.21</b>	<b>- 2,224.21</b>
<b>Net Change In Market And Cost</b>	<b>341,832.20</b>	<b>3,177.75</b>
<b>Ending Market And Cost</b>	<b>11,187,066.55</b>	<b>8,793,138.59</b>

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## CASH RECONCILIATION

<b>Beginning Cash</b>	<b>2,005.86</b>
<b>Investment Activity</b>	
Interest	5,246.18
Dividends	4,253.27
Cash Equivalent Purchases	- 9,495.75
Cash Equivalent Sales	4,772.98
<b>Total Investment Activity</b>	<b>4,776.68</b>
<b>Plan Expenses</b>	
Trust Fees	- 2,548.77
<b>Total Plan Expenses</b>	<b>- 2,548.77</b>
<b>Other Activity</b>	
Transfers To Checking Account	- 2,224.21
<b>Total Other Activity</b>	<b>- 2,224.21</b>
<b>Net Change In Cash</b>	<b>3.70</b>
<b>Ending Cash</b>	<b>2,009.56</b>

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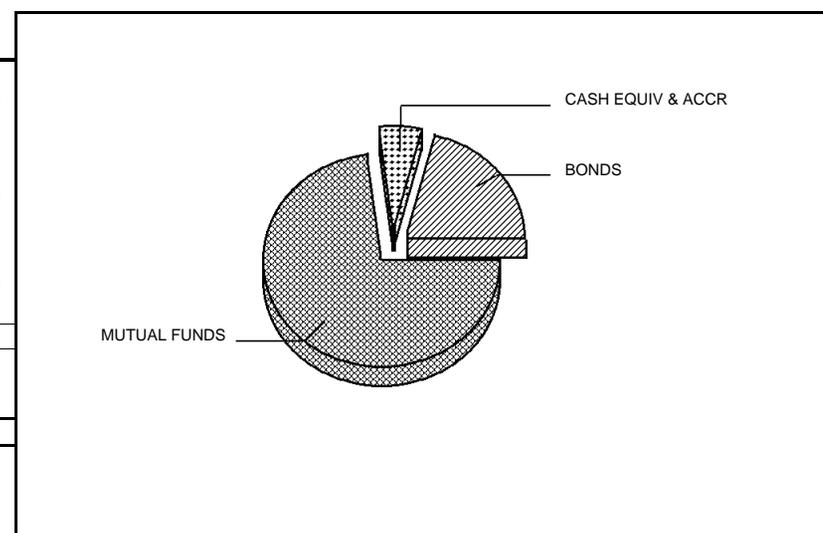
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## ASSET SUMMARY

ASSETS	10/31/2021 MARKET	10/31/2021 BOOK VALUE	% OF MARKET
Cash And Equivalents	536,682.75	536,682.75	4.80
Corporate Issues	2,201,497.00	2,185,891.00	19.68
Foreign Issues	208,450.00	215,911.00	1.86
Mutual Funds-Equity	7,227,032.79	4,855,198.80	64.60
Mutual Funds-Fixed Income	994,306.33	980,357.36	8.89
<b>Total Assets</b>	<b>11,167,968.87</b>	<b>8,774,040.91</b>	<b>99.83</b>
Accrued Income	19,097.68	19,097.68	0.17
<b>Grand Total</b>	<b>11,187,066.55</b>	<b>8,793,138.59</b>	<b>100.00</b>

Estimated Annual Income                      168,892.36



## ASSET SUMMARY MESSAGES

Estimated Annual Income is an estimate provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

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## ASSET DETAIL

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
<b>Cash And Equivalents</b>						
<b>Money Markets</b>						
First Am Govt Ob Fd Cl Z 31846V567 Asset Minor Code 1	534,673.190	534,673.19 1.0000	534,673.19	.00 .00	9.14	0.02
<b>Total Money Markets</b>	<b>534,673.190</b>	<b>534,673.19</b>	<b>534,673.19</b>	<b>.00</b> <b>.00</b>	<b>9.14</b>	<b>0.02</b>
<b>Cash</b>						
Cash		2,009.56	2,009.56			
<b>Total Cash</b>	<b>.000</b>	<b>2,009.56</b>	<b>2,009.56</b>	<b>.00</b> <b>.00</b>	<b>.00</b>	<b>0.00</b>
<b>Total Cash And Equivalents</b>	<b>534,673.190</b>	<b>536,682.75</b>	<b>536,682.75</b>	<b>.00</b> <b>.00</b>	<b>9.14</b>	<b>0.01</b>
<b>Corporate Issues</b>						
At T Inc 4.250% 3/01/27 Standard & Poors Rating: BBB Moody's Rating: Baa2 00206RDQ2 Asset Minor Code 28	150,000.000	167,442.00 111.6280	165,376.50	2,065.50 - 2,472.00	1,062.50	3.81
Apple Inc 2.850% 2/23/23 Standard & Poors Rating: AA+ Moody's Rating: Aa1 037833BU3 Asset Minor Code 28	150,000.000	154,126.50 102.7510	158,403.00	- 4,276.50 - 576.00	807.50	2.77

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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 America Mtn 3.194% 7/23/30 Standard & Poors Rating: A- Moody's Rating: A2 06051GHV4 Asset Minor Code 28	100,000.000	106,032.00 106.0320	110,797.00	- 4,765.00 - 373.00	869.48	3.01
Capital One 3.800% 1/31/28 Standard & Poors Rating: BBB Moody's Rating: Baa1 14040HBW4 Asset Minor Code 28	200,000.000	220,618.00 110.3090	228,776.00	- 8,158.00 - 1,598.00	1,921.11	3.44
Exxon Mobil Corp 2.709% 3/06/25 Standard & Poors Rating: AA- Moody's Rating: Aa2 30231GAF9 Asset Minor Code 28	100,000.000	104,914.00 104.9140	102,857.00	2,057.00 - 815.00	413.88	2.58
Huntington 2.625% 8/06/24 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 446150AQ7 Asset Minor Code 28	50,000.000	52,002.00 104.0040	50,542.50	1,459.50 - 442.00	309.90	2.52
Intercontinental 3.750% 12/01/25 Standard & Poors Rating: BBB+ Moody's Rating: A3 45866FAD6 Asset Minor Code 28	100,000.000	108,858.00 108.8580	104,231.00	4,627.00 - 1,038.00	1,562.50	3.44
Jp Morgan Chase Co 2.700% 5/18/23 Standard & Poors Rating: A- Moody's Rating: A2 46625HRL6 Asset Minor Code 28	75,000.000	77,196.75 102.9290	74,970.75	2,226.00 - 379.50	916.88	2.62
Keycorp Mtn 2.250% 4/06/27 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 49326EEK5 Asset Minor Code 28	150,000.000	153,510.00 102.3400	159,477.00	- 5,967.00 - 1,480.50	234.38	2.20

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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
Kimberly Clark Corp 2.750% 2/15/26 Standard & Poors Rating: A Moody's Rating: A2 494368BU6 Asset Minor Code 28	100,000.000	106,418.00 106.4180	103,111.00	3,307.00 - 944.00	580.56	2.58
Mondelez 3.625% 2/13/26 Standard & Poors Rating: BBB Moody's Rating: Baa1 609207AR6 Asset Minor Code 28	75,000.000	81,390.00 108.5200	80,224.50	1,165.50 - 870.00	589.06	3.34
Nike Inc 2.375% 11/01/26 Standard & Poors Rating: AA- Moody's Rating: A1 654106AF0 Asset Minor Code 28	150,000.000	157,324.50 104.8830	144,841.00	12,483.50 - 1,260.00	1,781.25	2.26
Pnc Financial 3.500% 1/23/24 Standard & Poors Rating: A- Moody's Rating: A3 693475AV7 Asset Minor Code 28	100,000.000	105,569.00 105.5690	105,422.00	147.00 - 747.00	952.78	3.32
Pepsico Inc 2.750% 4/30/25 Standard & Poors Rating: A+ Moody's Rating: A1 713448CT3 Asset Minor Code 28	75,000.000	79,010.25 105.3470	73,932.75	5,077.50 - 587.25	1,036.98	2.61
Stryker Corp 3.375% 11/01/25 Standard & Poors Rating: A- Moody's Rating: Baa1 863667AH4 Asset Minor Code 28	100,000.000	107,449.00 107.4490	100,401.00	7,048.00 - 887.00	1,687.50	3.14
Suntrust Banks Inc 2.700% 1/27/22 Standard & Poors Rating: A- Moody's Rating: A3 867914BM4 Asset Minor Code 28	100,000.000	100,375.00 100.3750	100,346.00	29.00 - 206.00	705.00	2.69

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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
Wells Fargo Mtn 3.300% 9/09/24 Standard & Poors Rating: BBB+ Moody's Rating: A1 94974BGA2 Asset Minor Code 28	100,000.000	106,410.00 106.4100	103,890.00	2,520.00 - 1,215.00	476.67	3.10
Zimmer Holdings Inc 3.550% 4/01/25 Standard & Poors Rating: BBB Moody's Rating: Baa3 98956PAF9 Asset Minor Code 28	200,000.000	212,852.00 106.4260	218,292.00	- 5,440.00 - 2,150.00	591.67	3.34
<b>Total Corporate Issues</b>	<b>2,075,000.000</b>	<b>2,201,497.00</b>	<b>2,185,891.00</b>	<b>15,606.00</b> <b>- 18,040.25</b>	<b>16,499.60</b>	<b>2.98</b>
<b>Foreign Issues</b>						
Enbridge Inc 3.125% 11/15/29 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 29250NAZ8 Asset Minor Code 35	100,000.000	105,826.00 105.8260	109,497.00	- 3,671.00 - 831.00	1,440.97	2.95
Shell International 2.375% 11/07/29 Standard & Poors Rating: A+ Moody's Rating: Aa2 822582CD2 Asset Minor Code 35	100,000.000	102,624.00 102.6240	106,414.00	- 3,790.00 - 1,253.00	1,147.92	2.31
<b>Total Foreign Issues</b>	<b>200,000.000</b>	<b>208,450.00</b>	<b>215,911.00</b>	<b>- 7,461.00</b> <b>- 2,084.00</b>	<b>2,588.89</b>	<b>2.63</b>
<b>Mutual Funds</b>						
<b>Mutual Funds-Equity</b>						
Columbia Contrarian Core Fund 19766M709 Asset Minor Code 98	21,438.620	807,807.20 37.6800	509,645.56	298,161.64 40,947.76	.00	0.72

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### ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Dfa Large Cap Intl Port. 233203868 Asset Minor Code 98	12,559.266	347,012.52 27.6300	259,343.54	87,668.98 10,675.38	.00	2.41
Dodge & Cox International Stock Fund 256206103 Asset Minor Code 98	4,452.819	219,791.15 49.3600	159,342.19	60,448.96 8,816.59	.00	1.64
Dodge & Cox Stock Fund 256219106 Asset Minor Code 98	2,385.563	588,208.27 246.5700	407,228.23	180,980.04 25,215.40	.00	1.11
Harbor Capital Appreciaton CI R 411512528 Asset Minor Code 98	3,805.912	475,282.29 124.8800	280,936.17	194,346.12 38,097.18	.00	0.00
Hartford Schroders Emerging Markets 41665X859 Asset Minor Code 98	27,748.622	559,412.22 20.1600	415,596.87	143,815.35 6,937.16	.00	0.94
Ishares S P 500 Value Etf 464287408 Asset Minor Code 94	1,509.000	229,413.27 152.0300	188,363.72	41,049.55 9,974.49	.00	1.88
Ishares Russell Mid Cap Etf 464287499 Asset Minor Code 94	6,460.000	535,857.00 82.9500	313,433.90	222,423.10 30,555.80	.00	1.01
Mfs International Growth R6 552746356 Asset Minor Code 98	4,928.672	228,739.67 46.4100	143,907.33	84,832.34 9,265.91	.00	0.73
Price T Rowe Growth Stk Fd Inc 741479406 Asset Minor Code 98	3,825.791	450,180.83 117.6700	245,017.39	205,163.44 24,599.84	.00	0.59
Undiscovered Mgrs Behavioral Value 904504479 Asset Minor Code 98	5,829.626	488,989.03 83.8800	347,711.61	141,277.42 18,771.40	.00	0.76

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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
Vanguard Growth & Income Adm Shs#593 921913208 Asset Minor Code 98	13,764.727	1,589,963.62 115.5100	984,345.88	605,617.74 103,235.46	.00	1.17
Vanguard Real Estate Etf 922908553 Asset Minor Code 94	2,333.000	254,390.32 109.0400	193,949.76	60,440.56 16,937.58	.00	2.98
Victory Rs Small Cap Growth Fund 92647Q363 Asset Minor Code 98	4,649.099	451,985.40 97.2200	406,376.65	45,608.75 20,456.03	.00	0.00
<b>Total Mutual Funds-Equity</b>	<b>115,690.717</b>	<b>7,227,032.79</b>	<b>4,855,198.80</b>	<b>2,371,833.99</b> <b>364,485.98</b>	<b>.00</b>	<b>1.01</b>
<b>Mutual Funds-Fixed Income</b>						
P I M C O High Yield Fund Instl 693390841 Asset Minor Code 99	20,153.478	181,582.84 9.0100	181,871.25	- 288.41 - 1,410.74	.00	4.45
Pgim Total Return Bond CI R6 74440B884 Asset Minor Code 99	14,753.710	214,814.02 14.5600	213,928.82	885.20 - 442.61	.00	2.79
Vanguard Short Term Invt Grade #539 922031836 Asset Minor Code 99	55,056.121	597,909.47 10.8600	584,557.29	13,352.18 - 3,853.93	.05	1.77
<b>Total Mutual Funds-Fixed Income</b>	<b>89,963.309</b>	<b>994,306.33</b>	<b>980,357.36</b>	<b>13,948.97</b> <b>- 5,707.28</b>	<b>.05</b>	<b>2.47</b>
<b>Total Mutual Funds</b>	<b>205,654.026</b>	<b>8,221,339.12</b>	<b>5,835,556.16</b>	<b>2,385,782.96</b> <b>358,778.70</b>	<b>.05</b>	<b>1.19</b>
<b>Total Assets</b>	<b>3,015,327.216</b>	<b>11,167,968.87</b>	<b>8,774,040.91</b>	<b>2,393,927.96</b> <b>338,654.45</b>	<b>19,097.68</b>	<b>1.51</b>

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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
Accrued Income	.000	19,097.68	19,097.68			
<b>Grand Total</b>	<b>3,015,327.216</b>	<b>11,187,066.55</b>	<b>8,793,138.59</b>			

### ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your account manager or relationship manager.

Yield on Market and Accrued Income are estimates provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

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### INCOME ACCRUAL DETAIL

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
<b>Cash And Equivalents</b>								
534,673.190	First Am Govt Ob Fd CI Z 31846V567		11/01/21		8.68	9.14	8.68	9.14
<b>Total Cash And Equivalents</b>					<b>8.68</b>	<b>9.14</b>	<b>8.68</b>	<b>9.14</b>
<b>Corporate Issues</b>								
150,000.000	At T Inc 00206RDQ2	4.250%	3/01/27		531.25	531.25	.00	1,062.50
150,000.000	Apple Inc 037833BU3	2.850%	2/23/23		451.25	356.25	.00	807.50
100,000.000	Bank Of America Mtn 06051GHV4	3.194%	7/23/30		603.31	266.17	.00	869.48
200,000.000	Capital One 14040HBW4	3.800%	1/31/28		1,287.78	633.33	.00	1,921.11
100,000.000	Exxon Mobil Corp 30231GAF9	2.709%	3/06/25		188.13	225.75	.00	413.88
50,000.000	Huntington 446150AQ7	2.625%	8/06/24		200.52	109.38	.00	309.90
100,000.000	Intercontinental 45866FAD6	3.750%	12/01/25		1,250.00	312.50	.00	1,562.50
75,000.000	Jp Morgan Chase Co 46625HRL6	2.700%	5/18/23		748.13	168.75	.00	916.88
150,000.000	Keycorp Mtn 49326EEK5	2.250%	4/06/27		1,640.63	281.25	1,687.50	234.38
100,000.000	Kimberly Clark Corp 494368BU6	2.750%	2/15/26		351.39	229.17	.00	580.56
75,000.000	Mondelez 609207AR6	3.625%	2/13/26		362.50	226.56	.00	589.06

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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
150,000.000	Nike Inc 654106AF0	2.375%	11/01/26		1,484.38	296.87	.00	1,781.25
100,000.000	Pnc Financial 693475AV7	3.500%	1/23/24		661.11	291.67	.00	952.78
75,000.000	Pepsico Inc 713448CT3	2.750%	4/30/25		865.10	171.88	.00	1,036.98
100,000.000	Stryker Corp 863667AH4	3.375%	11/01/25		1,406.25	281.25	.00	1,687.50
100,000.000	Suntrust Banks Inc 867914BM4	2.700%	1/27/22		480.00	225.00	.00	705.00
100,000.000	Wells Fargo Mtn 94974BGA2	3.300%	9/09/24		201.67	275.00	.00	476.67
200,000.000	Zimmer Holdings Inc 98956PAF9	3.550%	4/01/25		3,550.00	591.67	3,550.00	591.67
<b>Total Corporate Issues</b>					<b>16,263.40</b>	<b>5,473.70</b>	<b>5,237.50</b>	<b>16,499.60</b>
<b>Foreign Issues</b>								
100,000.000	Enbridge Inc 29250NAZ8	3.125%	11/15/29		1,180.56	260.41	.00	1,440.97
100,000.000	Shell International 822582CD2	2.375%	11/07/29		950.00	197.92	.00	1,147.92
<b>Total Foreign Issues</b>					<b>2,130.56</b>	<b>458.33</b>	<b>.00</b>	<b>2,588.89</b>
<b>Mutual Funds-Equity</b>								
12,559.266	Dfa Large Cap Intl Port. 233203868		09/29/21	09/30/21	0.67	2,243.71	.00	2,243.71
<b>Total Mutual Funds-Equity</b>					<b>2,243.71</b>	<b>.00</b>	<b>2,243.71</b>	<b>.00</b>
<b>Mutual Funds-Fixed Income</b>								

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### INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
20,153.478	P I M C O High Yield Fund Instl 693390841		10/29/21	0.40	.00	690.80	690.80	.00
14,753.710	Pgim Total Return Bond Cl R6 74440B884	12/23/19	10/29/21	0.41	.00	482.10	482.10	.00
55,056.121	Vanguard Short Term Invt Grade #539 922031836	10/29/21	11/01/21	0.19	.05	836.66	836.66	.05
<b>Total Mutual Funds-Fixed Income</b>					<b>.05</b>	<b>2,009.56</b>	<b>2,009.56</b>	<b>.05</b>
<b>Grand Total</b>					<b>20,646.40</b>	<b>7,950.73</b>	<b>9,499.45</b>	<b>19,097.68</b>

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## INVESTMENT ACTIVITY

DATE	DESCRIPTION	CASH
<b>Interest</b>		
<b>First Am Govt Ob Fd Cl Z 31846V567</b>		
10/01/2021	Interest From 9/1/21 To 9/30/21	8.68
<b>Keycorp Mtn 2.250% 4/06/27 49326Eek5</b>		
10/06/2021	Keycorp Mtn 2.250% 4/06/27 0.01125 USD/\$1 Pv On 150,000 Par Value Due 10/6/21	1,687.50
<b>Zimmer Holdings Inc 3.550% 4/01/25 98956Paf9</b>		
10/01/2021	Zimmer Holdings Inc 3.550% 4/01/25 0.01775 USD/\$1 Pv On 200,000 Par Value Due 10/1/21	3,550.00
<b>Total Interest</b>		<b>5,246.18</b>
<b>Dividends</b>		
<b>Dfa Large Cap Intl Port. 233203868</b>		
10/01/2021	0.17865 USD/Share On 12,559.266 Shares Due 9/30/21 Dividend Payable 09/30/21	2,243.71
<b>P I M C O High Yield Fund Instl 693390841</b>		
10/31/2021	Dividend From 10/1/21 To 10/31/21	690.80
<b>Pgim Total Return Bond Cl R6 74440B884</b>		
10/31/2021	Dividend From 10/1/21 To 10/31/21	482.10
<b>Vanguard Short Term Invt Grade #539 922031836</b>		
10/31/2021	Dividend	836.66

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**INVESTMENT ACTIVITY (continued)**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>CASH</b>
<b>Total Dividends</b>		<b>4,253.27</b>

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**PLAN EXPENSES**

DATE	DESCRIPTION	CASH
<b>Trust Fees</b>		
<b>Trust Fees</b>		
10/26/2021	Collected Charged For Period 09/01/2021 Thru 09/30/2021	- 2,548.77
<b>Total Trust Fees</b>		<b>- 2,548.77</b>
<b>Total Trust Fees</b>		<b>- 2,548.77</b>
<b>Total Plan Expenses</b>		<b>- 2,548.77</b>

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### OTHER ACTIVITY

DATE	DESCRIPTION	CASH
<b>Transfers To Checking Account</b>		
<b>ACH Transfer To Checking</b>		
10/28/2021	Paid To Jp Morgan Chase DDA Xxxxxx9737 Pars Admin Fee, Per Dir Dtd 10/27/2021	- 2,224.21
<b>Total ACH Transfer To Checking</b>		<b>- 2,224.21</b>
<b>Total Transfers To Checking Account</b>		<b>- 2,224.21</b>
<b>Total Other Activity</b>		<b>- 2,224.21</b>

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## PURCHASES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
<b>Cash And Equivalents</b>					
10/01/2021	Purchased 3,550 Units Of First Am Govt Ob Fd CI Z Trade Date 10/1/21 31846V567	3,550.000	.00	- 3,550.00	3,550.00
10/04/2021	Purchased 4,258.25 Units Of First Am Govt Ob Fd CI Z Trade Date 10/4/21 31846V567	4,258.250	.00	- 4,258.25	4,258.25
10/06/2021	Purchased 1,687.5 Units Of First Am Govt Ob Fd CI Z Trade Date 10/6/21 31846V567	1,687.500	.00	- 1,687.50	1,687.50
<b>Total First Am Govt Ob Fd CI Z</b>		<b>9,495.750</b>	<b>.00</b>	<b>- 9,495.75</b>	<b>9,495.75</b>
<b>Total Cash And Equivalents</b>		<b>9,495.750</b>	<b>.00</b>	<b>- 9,495.75</b>	<b>9,495.75</b>
<b>Total Purchases</b>		<b>9,495.750</b>	<b>.00</b>	<b>- 9,495.75</b>	<b>9,495.75</b>

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## SALES AND MATURITIES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
<b>Cash And Equivalents</b>						
10/26/2021	Sold 2,548.77 Units Of First Am Govt Ob Fd CI Z Trade Date 10/26/21 31846V567	- 2,548.770	.00	2,548.77	- 2,548.77	.00
10/28/2021	Sold 2,224.21 Units Of First Am Govt Ob Fd CI Z Trade Date 10/28/21 31846V567	- 2,224.210	.00	2,224.21	- 2,224.21	.00
<b>Total First Am Govt Ob Fd CI Z</b>		<b>- 4,772.980</b>	<b>.00</b>	<b>4,772.98</b>	<b>- 4,772.98</b>	<b>.00</b>
<b>Total Cash And Equivalents</b>		<b>- 4,772.980</b>	<b>.00</b>	<b>4,772.98</b>	<b>- 4,772.98</b>	<b>.00</b>
<b>Total Sales And Maturities</b>		<b>- 4,772.980</b>	<b>.00</b>	<b>4,772.98</b>	<b>- 4,772.98</b>	<b>.00</b>

## SALES AND MATURITIES MESSAGES

Realized gain/loss should not be used for tax purposes.

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## BOND SUMMARY

	PAR VALUE	MARKET VALUE	PERCENTAGE OF CATEGORY
<b>SHORT-TERM MATURITY DETAIL</b>			
<b>61 to 90 Days</b>			
Suntrust Banks Inc 2.700% 1/27/22	100,000.00	100,375.00	100.00
<b>Total 61 to 90 Days</b>	<b>100,000.00</b>	<b>100,375.00</b>	<b>100.00</b>
<b>Total</b>	<b>100,000.00</b>	<b>100,375.00</b>	<b>100.00</b>
<b>MATURITY SUMMARY</b>			
2021	.00	.00	0.00
2022	100,000.00	100,375.00	4.17
2023	225,000.00	231,323.25	9.60
2024	250,000.00	263,981.00	10.96
2025	575,000.00	613,083.25	25.44
2026	325,000.00	345,132.50	14.33
2027	300,000.00	320,952.00	13.32
2028	200,000.00	220,618.00	9.15
2029	200,000.00	208,450.00	8.64
2030	100,000.00	106,032.00	4.39
<b>Total</b>	<b>2,275,000.00</b>	<b>2,409,947.00</b>	<b>100.00</b>
<b>MOODY'S RATING</b>			
Aa1	150,000.00	154,126.50	6.40
Aa2	200,000.00	207,538.00	8.61
A1	325,000.00	342,744.75	14.22
A2	275,000.00	289,646.75	12.02
A3	300,000.00	314,802.00	13.06
Baa1	675,000.00	720,795.00	29.91
Baa2	150,000.00	167,442.00	6.95
Baa3	200,000.00	212,852.00	8.83
<b>Total</b>	<b>2,275,000.00</b>	<b>2,409,947.00</b>	<b>100.00</b>

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## BOND SUMMARY (continued)

	PAR VALUE	MARKET VALUE	PERCENTAGE OF CATEGORY
<b>S&amp;P RATING</b>			
AA+	150,000.00	154,126.50	6.40
AA-	250,000.00	262,238.50	10.88
A+	175,000.00	181,634.25	7.54
A	100,000.00	106,418.00	4.41
A-	475,000.00	496,621.75	20.61
BBB+	500,000.00	526,606.00	21.85
BBB	625,000.00	682,302.00	28.31
<b>Total</b>	<b>2,275,000.00</b>	<b>2,409,947.00</b>	<b>100.00</b>

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## BOND QUALITY SCHEDULE

### MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
<b>Aa1 Bonds</b>						
Apple Inc 2.850% 2/23/23 037833BU3 Standard & Poors Rating: AA+	150,000.000	102.7510	154,126.50	158,403.00	- 4,276.50	0.74
<b>Aa2 Bonds</b>						
Exxon Mobil Corp 2.709% 3/06/25 Next Call Date 12/06/2024 30231GAF9 Standard & Poors Rating: AA-	100,000.000	104.9140	104,914.00	102,857.00	2,057.00	1.21
Shell International 2.375% 11/07/29 Next Call Date 08/07/2029 822582CD2 Standard & Poors Rating: A+	100,000.000	102.6240	102,624.00	106,414.00	- 3,790.00	2.02
<b>Total Aa2 Bonds</b>			<b>207,538.00</b>	<b>209,271.00</b>	<b>- 1,733.00</b>	
<b>A1 Bonds</b>						
Nike Inc 2.375% 11/01/26 Next Call Date 09/01/2026 654106AF0 Standard & Poors Rating: AA-	150,000.000	104.8830	157,324.50	144,841.00	12,483.50	1.36
Pepsico Inc 2.750% 4/30/25 Next Call Date 01/30/2025 713448CT3 Standard & Poors Rating: A+	75,000.000	105.3470	79,010.25	73,932.75	5,077.50	1.19
Wells Fargo Mtn 3.300% 9/09/24 94974BGA2 Standard & Poors Rating: BBB+	100,000.000	106.4100	106,410.00	103,890.00	2,520.00	1.02
<b>Total A1 Bonds</b>			<b>342,744.75</b>	<b>322,663.75</b>	<b>20,081.00</b>	

### A2 Bonds

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## BOND QUALITY SCHEDULE (continued)

### MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Bank Of America Mtn 3.194% 7/23/30 Next Call Date 07/23/2029 06051GHV4 Standard & Poors Rating: A-	100,000.000	106.0320	106,032.00	110,797.00	- 4,765.00	2.42
Jp Morgan Chase Co 2.700% 5/18/23 Next Call Date 03/18/2023 46625HRL6 Standard & Poors Rating: A-	75,000.000	102.9290	77,196.75	74,970.75	2,226.00	0.79
Kimberly Clark Corp 2.750% 2/15/26 494368BU6 Standard & Poors Rating: A	100,000.000	106.4180	106,418.00	103,111.00	3,307.00	1.21
<b>Total A2 Bonds</b>			<b>289,646.75</b>	<b>288,878.75</b>	<b>768.00</b>	
<b>A3 Bonds</b>						
Intercontinental 3.750% 12/01/25 Next Call Date 09/01/2025 45866FAD6 Standard & Poors Rating: BBB+	100,000.000	108.8580	108,858.00	104,231.00	4,627.00	1.51
Pnc Financial 3.500% 1/23/24 Next Call Date 12/23/2023 693475AV7 Standard & Poors Rating: A-	100,000.000	105.5690	105,569.00	105,422.00	147.00	0.97
Suntrust Banks Inc 2.700% 1/27/22 Next Call Date 12/27/2021 867914BM4 Standard & Poors Rating: A-	100,000.000	100.3750	100,375.00	100,346.00	29.00	1.12
<b>Total A3 Bonds</b>			<b>314,802.00</b>	<b>309,999.00</b>	<b>4,803.00</b>	
<b>Baa1 Bonds</b>						

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## BOND QUALITY SCHEDULE (continued)

### MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Capital One 3.800% 1/31/28 Next Call Date 12/31/2027 14040HBW4 Standard & Poors Rating: BBB	200,000.000	110.3090	220,618.00	228,776.00	- 8,158.00	2.04
Enbridge Inc 3.125% 11/15/29 Next Call Date 08/15/2029 29250NAZ8 Standard & Poors Rating: BBB+	100,000.000	105.8260	105,826.00	109,497.00	- 3,671.00	2.33
Huntington 2.625% 8/06/24 Next Call Date 07/06/2024 446150AQ7 Standard & Poors Rating: BBB+	50,000.000	104.0040	52,002.00	50,542.50	1,459.50	1.15
Keycorp Mtn 2.250% 4/06/27 49326EEK5 Standard & Poors Rating: BBB+	150,000.000	102.3400	153,510.00	159,477.00	- 5,967.00	1.80
Mondelez 3.625% 2/13/26 Next Call Date 12/13/2025 609207AR6 Standard & Poors Rating: BBB	75,000.000	108.5200	81,390.00	80,224.50	1,165.50	1.56
Stryker Corp 3.375% 11/01/25 Next Call Date 08/01/2025 863667AH4 Standard & Poors Rating: A-	100,000.000	107.4490	107,449.00	100,401.00	7,048.00	1.45
<b>Total Baa1 Bonds</b>			<b>720,795.00</b>	<b>728,918.00</b>	<b>- 8,123.00</b>	

### Baa2 Bonds

At T Inc 4.250% 3/01/27 Next Call Date 12/01/2026 00206RDQ2 Standard & Poors Rating: BBB	150,000.000	111.6280	167,442.00	165,376.50	2,065.50	1.94
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### Baa3 Bonds

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### BOND QUALITY SCHEDULE (continued)

#### MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Zimmer Holdings Inc 3.550% 4/01/25 Next Call Date 01/01/2025 98956PAF9 Standard & Poors Rating: BBB	200,000.000	106.4260	212,852.00	218,292.00	- 5,440.00	1.61
<b>GRAND TOTAL</b>			<b>2,409,947.00</b>	<b>2,401,802.00</b>	<b>8,145.00</b>	



## Brea CFD 2008 2 17 Reserve Fund

## Portfolio Summary

Account #10600

As of September 30, 2021

## PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.60
Average Coupon	1.48%
Average Purchase YTM	1.75%
Average Market YTM	0.28%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	1.62 yrs
Average Life	1.62 yrs

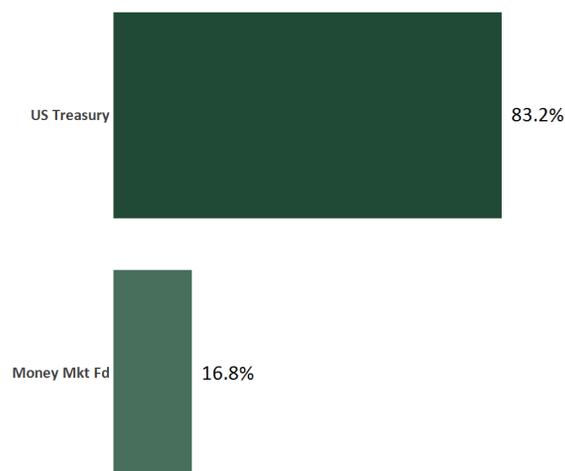
## ACCOUNT SUMMARY

	Beg. Values as of 8/31/21	End Values as of 9/30/21
Market Value	683,133	679,459
Accrued Interest	3,040	1,497
<b>Total Market Value</b>	<b>686,173</b>	<b>680,956</b>
Income Earned	1,226	1,184
Cont/WD		-4,134
Par	671,128	669,538
Book Value	670,886	669,479
Cost Value	662,959	663,126

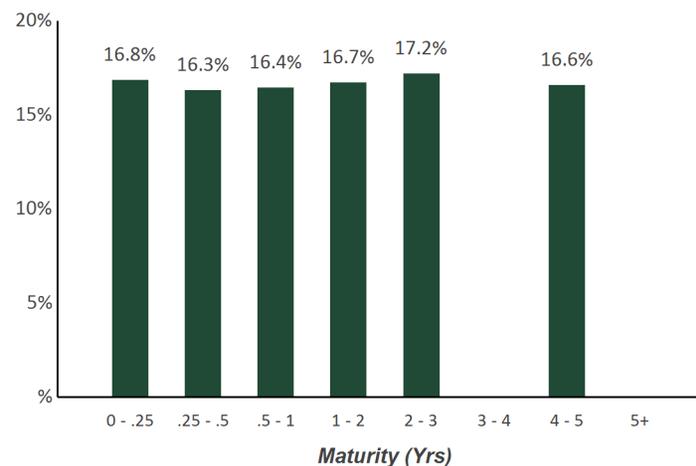
## TOP ISSUERS

Government of United States	83.2%
Invesco Treasury Portfolio MMF	16.8%
<b>Total</b>	<b>100.0%</b>

## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)



## PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	6/30/2018
Brea CFD 2008 2 17 Reserve Fund	-0.16%	0.03%	-0.33%	-0.27%	1.91%	3.15%	N/A	N/A	2.92%
ICE BofA 3-5 Yr US Treasury & Agency Index	-0.58%	-0.09%	-1.01%	-1.03%	2.50%	4.16%	N/A	N/A	3.79%



## Brea CFD 2008 2 17 Reserve Fund

## Reconciliation Summary

Account #10600

As of September 30, 2021

BOOK VALUE RECONCILIATION		
<b>BEGINNING BOOK VALUE</b>		<b>\$670,886.23</b>
<b>Acquisition</b>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$112,543.75	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
<b>Total Acquisitions</b>	<b>\$112,543.75</b>	
<b>Dispositions</b>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$4,134.38	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$110,000.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
<b>Total Dispositions</b>	<b>\$114,134.38</b>	
<b>Amortization/Accretion</b>		
+/- Net Accretion	\$183.82	
		\$183.82
<b>Gain/Loss on Dispositions</b>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
<b>ENDING BOOK VALUE</b>		<b>\$669,479.42</b>

CASH TRANSACTION SUMMARY		
<b>BEGINNING BALANCE</b>		<b>\$6,128.13</b>
<b>Acquisition</b>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$2,543.75	
Dividend Received	\$0.00	
Principal on Maturities	\$110,000.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
<b>Total Acquisitions</b>	<b>\$112,543.75</b>	
<b>Dispositions</b>		
Withdrawals	\$4,134.38	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
<b>Total Dispositions</b>	<b>\$4,134.38</b>	
<b>ENDING BOOK VALUE</b>		<b>\$114,537.50</b>



## Brea CFD 2008 2 17 Reserve Fund

## Holdings Report

Account #10600

As of September 30, 2021

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>MONEY MARKET FUND</b>									
825252109	Invesco Treasury MMFD Private Class	114,537.50	Various 0.01%	114,537.50 114,537.50	1.00 0.01%	114,537.50 0.00	16.82% 0.00	Aaa / AAA AAA	0.00 0.00
<b>Total Money Market Fund</b>		<b>114,537.50</b>	<b>0.01%</b>	<b>114,537.50</b> <b>114,537.50</b>	<b>0.01%</b>	<b>114,537.50</b> <b>0.00</b>	<b>16.82%</b> <b>0.00</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>0.00</b> <b>0.00</b>
<b>US TREASURY</b>									
912828J43	US Treasury Note 1.75% Due 2/28/2022	110,000.00	06/13/2018 2.79%	105,986.72 109,555.73	100.70 0.06%	110,773.41 164.85	16.29% 1,217.68	Aaa / AA+ AAA	0.41 0.42
912828L24	US Treasury Note 1.875% Due 8/31/2022	110,000.00	06/13/2018 2.82%	105,887.89 109,107.57	101.63 0.09%	111,796.08 176.62	16.44% 2,688.51	Aaa / AA+ AAA	0.92 0.91
9128284D9	US Treasury Note 2.5% Due 3/31/2023	110,000.00	06/13/2018 2.84%	108,345.70 109,484.15	103.45 0.19%	113,798.41 7.55	16.71% 4,314.26	Aaa / AA+ AAA	1.50 1.48
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	110,000.00	06/18/2019 1.84%	113,381.64 111,805.93	105.38 0.44%	115,912.50 1,038.72	17.17% 4,106.57	Aaa / AA+ AAA	2.62 2.53
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	115,000.00	12/30/2020 0.38%	114,986.52 114,988.54	97.95 0.87%	112,641.58 108.98	16.56% (2,346.96)	Aaa / AA+ AAA	4.25 4.20
<b>Total US Treasury</b>		<b>555,000.00</b>	<b>2.11%</b>	<b>548,588.47</b> <b>554,941.92</b>	<b>0.33%</b>	<b>564,921.98</b> <b>1,496.72</b>	<b>83.18%</b> <b>9,980.06</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>1.95</b> <b>1.92</b>
<b>TOTAL PORTFOLIO</b>		<b>669,537.50</b>	<b>1.75%</b>	<b>663,125.97</b> <b>669,479.42</b>	<b>0.28%</b>	<b>679,459.48</b> <b>1,496.72</b>	<b>100.00%</b> <b>9,980.06</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>1.62</b> <b>1.60</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>680,956.20</b>			



## Brea CFD 2008 2 17 Reserve Fund

Account #10600

## Transaction Ledger

As of September 30, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	09/30/2021	825252109	2,543.75	Invesco Treasury MMFD Private Class	1.000	0.01%	2,543.75	0.00	2,543.75	0.00
Purchase	09/30/2021	825252109	110,000.00	Invesco Treasury MMFD Private Class	1.000	0.01%	110,000.00	0.00	110,000.00	0.00
<b>Subtotal</b>			<b>112,543.75</b>				<b>112,543.75</b>	<b>0.00</b>	<b>112,543.75</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>112,543.75</b>				<b>112,543.75</b>	<b>0.00</b>	<b>112,543.75</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Maturity	09/30/2021	912828F21	110,000.00	US Treasury Note 2.125% Due 9/30/2021	100.000		110,000.00	0.00	110,000.00	0.00
<b>Subtotal</b>			<b>110,000.00</b>				<b>110,000.00</b>	<b>0.00</b>	<b>110,000.00</b>	<b>0.00</b>
Security Withdrawal	09/01/2021	825252109	4,134.38	Invesco Treasury MMFD Private Class	1.000		4,134.38	0.00	4,134.38	0.00
<b>Subtotal</b>			<b>4,134.38</b>				<b>4,134.38</b>	<b>0.00</b>	<b>4,134.38</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>114,134.38</b>				<b>114,134.38</b>	<b>0.00</b>	<b>114,134.38</b>	<b>0.00</b>
<b>OTHER TRANSACTIONS</b>										
Interest	09/30/2021	9128284D9	110,000.00	US Treasury Note 2.5% Due 3/31/2023	0.000		1,375.00	0.00	1,375.00	0.00
Interest	09/30/2021	912828F21	110,000.00	US Treasury Note 2.125% Due 9/30/2021	0.000		1,168.75	0.00	1,168.75	0.00
<b>Subtotal</b>			<b>220,000.00</b>				<b>2,543.75</b>	<b>0.00</b>	<b>2,543.75</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>220,000.00</b>				<b>2,543.75</b>	<b>0.00</b>	<b>2,543.75</b>	<b>0.00</b>



## Brea CFD 2008 2 17 Reserve Fund

## Income Earned

Account #10600

As of September 30, 2021

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>FIXED INCOME</b>						
9128284D9	US Treasury Note 2.5% Due 03/31/2023	06/13/2018 06/14/2018 110,000.00	109,455.81 0.00 0.00 109,484.15	1,157.10 1,375.00 7.55 225.45	28.34 0.00 28.34 253.79	253.79
912828F21	US Treasury Note Due 09/30/2021	06/28/2018 06/29/2018 0.00	109,957.14 0.00 110,000.00 0.00	983.54 1,168.75 0.00 185.21	42.86 0.00 42.86 228.07	228.07
912828J43	US Treasury Note 1.75% Due 02/28/2022	06/13/2018 06/14/2018 110,000.00	109,466.87 0.00 0.00 109,555.73	5.32 0.00 164.85 159.53	88.86 0.00 88.86 248.39	248.39
912828L24	US Treasury Note 1.875% Due 08/31/2022	06/13/2018 06/14/2018 110,000.00	109,027.42 0.00 0.00 109,107.57	5.70 0.00 176.62 170.92	80.15 0.00 80.15 251.07	251.07
912828WJ5	US Treasury Note 2.5% Due 05/15/2024	06/18/2019 06/19/2019 110,000.00	111,862.54 0.00 0.00 111,805.93	814.54 0.00 1,038.72 224.18	0.00 56.61 (56.61) 167.57	167.57
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	12/30/2020 12/31/2020 115,000.00	114,988.32 0.00 0.00 114,988.54	73.83 0.00 108.98 35.15	0.22 0.00 0.22 35.37	35.37
			<b>664,758.10</b>	<b>3,040.03</b>	<b>240.43</b>	
			<b>0.00</b>	<b>2,543.75</b>	<b>56.61</b>	
			<b>110,000.00</b>	<b>1,496.72</b>	<b>183.82</b>	
<b>Total Fixed Income</b>		<b>555,000.00</b>	<b>554,941.92</b>	<b>1,000.44</b>	<b>1,184.26</b>	<b>1,184.26</b>



## Brea CFD 2008 2 17 Reserve Fund

## Income Earned

Account #10600

As of September 30, 2021

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>CASH &amp; EQUIVALENT</b>						
825252109	Invesco	Various	6,128.13	0.00	0.00	0.00
	Treasury MMFD Private Class	Various	112,543.75	0.00	0.00	
		114,537.50	4,134.38	0.00	0.00	
			114,537.50	0.00	0.00	
			<b>6,128.13</b>	<b>0.00</b>	<b>0.00</b>	
			<b>112,543.75</b>	<b>0.00</b>	<b>0.00</b>	
			<b>4,134.38</b>	<b>0.00</b>	<b>0.00</b>	
<b>Total Cash &amp; Equivalent</b>		<b>114,537.50</b>	<b>114,537.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
			<b>670,886.23</b>	<b>3,040.03</b>	<b>240.43</b>	
			<b>112,543.75</b>	<b>2,543.75</b>	<b>56.61</b>	
			<b>114,134.38</b>	<b>1,496.72</b>	<b>183.82</b>	
<b>TOTAL PORTFOLIO</b>		<b>669,537.50</b>	<b>669,479.42</b>	<b>1,000.44</b>	<b>1,184.26</b>	<b>1,184.26</b>



## Brea CFD 2008 2 17 Reserve Fund

## Cash Flow Report

Account #10600

As of September 30, 2021

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2021	Interest	912828WJ5	110,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	1,375.00	1,375.00
<b>NOV 2021</b>					<b>0.00</b>	<b>1,375.00</b>	<b>1,375.00</b>
12/31/2021	Interest	91282CBC4	115,000.00	US Treasury Note 0.375% Due 12/31/2025	0.00	215.63	215.63
<b>DEC 2021</b>					<b>0.00</b>	<b>215.63</b>	<b>215.63</b>
02/28/2022	Interest	912828L24	110,000.00	US Treasury Note 1.875% Due 8/31/2022	0.00	1,031.25	1,031.25
02/28/2022	Maturity	912828J43	110,000.00	US Treasury Note 1.75% Due 2/28/2022	110,000.00	962.50	110,962.50
<b>FEB 2022</b>					<b>110,000.00</b>	<b>1,993.75</b>	<b>111,993.75</b>
03/31/2022	Interest	9128284D9	110,000.00	US Treasury Note 2.5% Due 3/31/2023	0.00	1,375.00	1,375.00
<b>MAR 2022</b>					<b>0.00</b>	<b>1,375.00</b>	<b>1,375.00</b>
05/15/2022	Interest	912828WJ5	110,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	1,375.00	1,375.00
<b>MAY 2022</b>					<b>0.00</b>	<b>1,375.00</b>	<b>1,375.00</b>
06/30/2022	Interest	91282CBC4	115,000.00	US Treasury Note 0.375% Due 12/31/2025	0.00	215.63	215.63
<b>JUN 2022</b>					<b>0.00</b>	<b>215.63</b>	<b>215.63</b>
08/31/2022	Maturity	912828L24	110,000.00	US Treasury Note 1.875% Due 8/31/2022	110,000.00	1,031.25	111,031.25
<b>AUG 2022</b>					<b>110,000.00</b>	<b>1,031.25</b>	<b>111,031.25</b>
09/30/2022	Interest	9128284D9	110,000.00	US Treasury Note 2.5% Due 3/31/2023	0.00	1,375.00	1,375.00
<b>SEP 2022</b>					<b>0.00</b>	<b>1,375.00</b>	<b>1,375.00</b>
<b>TOTAL</b>					<b>220,000.00</b>	<b>8,956.26</b>	<b>228,956.26</b>



Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at [www.chandlerasset.com](http://www.chandlerasset.com).

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

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

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

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

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

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

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



Account #10600

Benchmark Index	Disclosure
ICE BofA 3-5 Yr US Treasury & Agency Index	The ICE BofA 3-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least three years remaining term to final maturity and less than five years remaining term to final maturity, at least three years to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.

City of Brea

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**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/07/2021

**SUBJECT:** Continuing Disclosure and Arbitrage Calculation Services for the Successor Agency

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**RECOMMENDATION**

1. Approve the agreement with Willdan Financial Services to provide disclosure and arbitrage services for the Successor Agency;
2. Authorize the City Manager to execute the agreement; and
3. Authorize the City Manager to issue up to four (4) one-year extensions exclusive of any cost increases.

**BACKGROUND/DISCUSSION**

As a municipal entity that issues bonds, the Successor Agency to the Brea Redevelopment Agency has an ongoing obligation to meet specific continuing disclosure standards in order to maintain compliance with Federal regulatory requirements. The investment of bond proceeds are also subject to strict regulation in order to ensure that earnings meet the yield restrictions set by Federal regulatory agencies. Continuing disclosure and arbitrage calculation services provided by qualified consultants will ensure that the Successor Agency remains in compliance with timely reporting guidelines and arbitrage rebate management.

The Successor Agency has been able to maintain compliance through the services of qualified independent consulting firms that specialize in the analysis, reporting and calculation of disclosure and arbitrage for outstanding bond debt. These services have been contracted through single-year agreements. Each year we are subject to any rate increases that may have gone into effect. By issuing an RFP for these services, City Staff can obtain competitive pricing and secure a flat rate over a longer term.

In August of 2021, City Staff issued a Request for Proposals (RFP) to solicit bids from firms that are capable of providing the comprehensive reporting and analysis required to meet our needs. The RFP was released on August 19 via Public Purchase and the public notice was posted on the Purchasing page of the City's website. Over 4,500 emails received a notification of this release, including two firms that have recently provided these services to the City. In September of 2021, the deadline for submissions came and only one firm, Willdan Financial Services, submitted a proposal.

The submittal contained all the required information, which included background, experience and qualifications as well as a proposed fee schedule with a not-to-exceed amount for up to five

years of services. The proposed agreement represents a consolidation of services. Over the years, multiple firms have been involved in the disclosure reporting and arbitrage calculation service for the Successor Agency's bond debt. By consolidating these services to a single firm, City staff are able to more effectively manage reporting requirements and track total expenditures for these services.

Upon execution of this agreement, Willdan Financial Services will review the past work completed by other firms in order to determine the appropriate dates and reporting requirements for arbitrage calculation services. The annual cost will be more accurately determined once this review is complete. Arbitrage costs may fluctuate depending on the requirements for the year from \$0, if none are required, to \$4,000, if all outstanding bonds require arbitrage calculation.

**COMMISSION/COMMITTEE RECOMMENDATION**

This item was reviewed by the Finance Committee at their meeting on November 30, 2021, and recommended for City Council approval.

**FISCAL IMPACT/SUMMARY**

Staff recommends approval of the agreement between Willdan Financial Services and the Successor Agency for disclosure services at an amount not to exceed \$6,900 per year, and arbitrage calculation services at an amount not to exceed \$4,000 per year, for an annual maximum of \$10,900. The cost for these services is already included in the current fiscal year budget and no additional appropriations are needed.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
Prepared by: Anthony Godoy, Management Analyst  
Concurrence: Cindy Russell, Administrative Services Director

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**Attachments**

PSA Willdan Financial Services

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**Professional Services Agreement  
Contract # 2021.08.19.002  
for Continuing Disclosure and Arbitrage Calculation Services**

This Professional Services Agreement (“Agreement”) is dated **December 7, 2021** for reference purposes and is executed by the City of Brea, a California municipal corporation (“City”), and **Willdan Financial Services a C Corporation** (“Consultant”).

**RECITALS**

- A. City desires to retain Consultant as an independent contractor to provide the following professional services: **Continuing Disclosure and Arbitrage Calculation Services for the Successor Agency to the Brea Redevelopment Agency.**
- B. Consultant represents that it is duly licensed, fully authorized by law, and has the necessary experience and qualifications, to provide such services.

**NOW, THEREFORE**, the parties agree as follows:

**AGREEMENT**

**1. Scope of Services.**

Consultant shall perform the services referenced in the Recitals and more specifically described in the Scope of Services set forth in the attached Exhibit A, and as otherwise required by this Agreement, all to City’s satisfaction (collectively, “Services”).

**2. Compensation.**

A. City shall pay for the Services satisfactorily performed, in accordance with the Fee Schedule set forth in the attached Attachment 1 to Exhibit A.

B. In no event shall the total amount paid for the Services exceed the all-inclusive sum of **\$10,900** per year (“Contract Amount”). This annual amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services. Consultant shall be deemed to have made all inquiries and site inspections deemed necessary by Consultant prior to execution of this Agreement.

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

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

**3. Contingency Work.**

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 **10.00** percent. The **Administrative**

**Professional Services Agreement**  
**Contract # 2021.08.19.002**  
**for Continuing Disclosure and Arbitrage Calculation Services**

**Services Director, or designee**, is authorized to approve, in writing, contingency work that is below the foregoing limit. Consultant's monthly invoice shall include a detailed description of any approved, contingency work. Any work performed by Consultant without a written amendment or approval of the **Administrative Services Director, or designee**, shall be deemed to be work included within the Services.

**4. Term.**

A. The base term of this Agreement shall commence on **December 7, 2021** ("Effective Date"). Unless extended or earlier terminated as provided herein, this Agreement shall expire on **December 6, 2022**.

B. City may extend the term of this Agreement by giving written notice to Contractor within 30 days prior to the then-scheduled expiration date for **four (4) additional one-year terms** in its sole discretion. To exercise the extension option, the City shall give written notice to Consultant on or before 30 days before **December 6, 2022**. The extension option shall require **City Manager** approval.

**5. Time of Performance.**

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

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

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

**6. Maintenance of Records.**

Books, documents, papers, accounting records, and other evidence pertaining to the Services, including costs incurred, shall be maintained by Consultant and made available for review by City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by City.

**Professional Services Agreement**  
**Contract # 2021.08.19.002**  
**for Continuing Disclosure and Arbitrage Calculation Services**

**7. Standard of Care.**

Consultant'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. Consultant shall maintain all professional licenses and certifications required to lawfully perform the Services.

**8. Compliance with Law.**

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

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

**9. Assignment and Subcontracting.**

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

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

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

**10. Independent Contractor.**

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

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

C. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Consultant shall acquire and maintain at its

**Professional Services Agreement**  
**Contract # 2021.08.19.002**  
**for Continuing Disclosure and Arbitrage Calculation Services**

sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform the Services. Consultant shall perform the Services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product, or as may be necessary to inspect or visit City locations. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with the Services. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant and its officers, employees, agents, and subcontractors shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

**11. PERS Compliance.**

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

**12. Insurance.**

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

**Professional Services Agreement**  
**Contract # 2021.08.19.002**  
**for Continuing Disclosure and Arbitrage Calculation Services**

A. Commercial General Liability

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

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

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

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

a. Bodily Injury and Property Damage

b. Personal Injury/Advertising Injury

c. Premises/Operations Liability

d. Products/Completed Operations Liability

e. Aggregate Limits that Apply per Project

f. Contractual Liability with respect to this Agreement

g. Broad Form Property Damage

h. Independent Consultants Coverage

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

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

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

**Professional Services Agreement**  
**Contract # 2021.08.19.002**  
**for Continuing Disclosure and Arbitrage Calculation Services**

**B. Automobile Liability**

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

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

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

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

**C. Workers' Compensation/Employer's Liability**

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

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

**D. Professional Liability (Errors and Omissions)**

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

**Professional Services Agreement  
Contract # 2021.08.19.002  
for Continuing Disclosure and Arbitrage Calculation Services**

E. Cyber Liability

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

F. Minimum Policy Limits Required

i. A.M. Best's Rating

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

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

If <input checked="" type="checkbox"/> , then required	<u>Combined Single Limit</u>
<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
<input checked="" type="checkbox"/> Automobile Liability	\$2,000,000 per occurrence (any auto) for bodily injury and property damage
<input checked="" type="checkbox"/> Workers' Compensation	In the amount required by California law
<input checked="" type="checkbox"/> Employer's Liability	\$1,000,000 per occurrence
<input checked="" type="checkbox"/> Professional Liability	\$2,000,000 per claim and aggregate (errors and omissions)
<input type="checkbox"/> Cyber Liability	\$2,000,000 per occurrence

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

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

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Consultant shall file with City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the

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insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

H. Policy Provisions Required

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

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

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

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

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

I. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations

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otherwise assumed by Consultant pursuant to this Agreement, including the provisions concerning indemnification.

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

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

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

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

**J. Subcontractor Insurance Requirements**

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

**13. Indemnification.**

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

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

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

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

**14. Laws and Venue.**

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

**15. Termination.**

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

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specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. Consultant may terminate this Agreement only for cause and by serving written notice of termination to City, provided Consultant has first served City with a written notice of default and demand to cure, and City has failed to cure such default within 30 days of receipt of such notice.

**16. Ownership of Work Product.**

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

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

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

**17. Data Security.**

A. As used in this Agreement, "City Data" means any and all information and data provided or made accessible, directly or indirectly, to Consultant by City, or otherwise acquired from City, in connection with Consultant's performance of the Services. Except where subject to a third party's intellectual property rights, any and all City Data is solely owned by City. Consultant is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Consultant use City Data for its own purposes, or sell, disclose or disseminate City Data, except as required by law or to provide the Services. At all times herein, Consultant shall protect and maintain the security of City Data using methods providing not less than the level of security Consultant uses for its own confidential data, and that otherwise comply with recognized industry data security standards applicable to similar kinds of governmental data and information.

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

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

**18. Party Representatives.**

A. City hereby designates **Anthony Godoy** or such person's designee, as the City Representative for this Agreement.

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

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.

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**19. Notices.**

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

**City  
City of Brea  
1 Civic Center Circle  
Brea, CA 92821**

**Consultant  
Willdan Financial Services  
27368 Via Industria, Suite 200  
Temecula, CA 92590**

**Cindy Russell  
CindyR@ci.brea.ca.us  
714.671.4418**

**Dave Davies  
DDavies@Willdan.com  
951.587.3500**

**20. Third Party Rights.**

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

**21. Conflicts of Interest.**

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

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

C. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Consultant further agrees to file, or shall cause its employees or

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subcontractors to file, a Statement of Economic Interest with the City Clerk as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability. No director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**22. Severability.**

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

**23. Successors and Assigns.**

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

**24. Non-Waiver.**

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

**25. Time of Essence.**

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

**26. City's Right to Employ Other Consultants.**

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

**27. Exhibits.**

The attached **Exhibit A** is incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and any Exhibit, the provisions of this Agreement shall govern. In the event of any conflict or inconsistency between the provisions of this Scope of Services and Specifications Requirements and the Consultant'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,

**Professional Services Agreement  
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for Continuing Disclosure and Arbitrage Calculation Services**

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  
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**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.

**Willdan Financial Services**

By: \_\_\_\_\_  
**Gladys Medina**  
**Vice President**  
**GMedina@Willdan.com**

By: \_\_\_\_\_  
**Rebekah Smith**  
**Assist Secretary**  
**RSmith@Willdan.com**

Date Signed: \_\_\_\_\_  
CORPs: Chairperson, President, Vice President;  
LLCs: Manager

Date Signed: \_\_\_\_\_  
CORPs: Secretary, Asst. Secretary, Chief Finance  
Officer, Asst. Treasurer  
LLCs: Manager

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

[Limited Liability Companies: 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**

Attest (if over \$25,000)

By: \_\_\_\_\_  
**Bill Gallardo**  
**City Manager**  
**BillGa@ci.brea.ca.us**

By: \_\_\_\_\_  
**Harris-Neal, Lillian**  
**City Clerk**  
**LillianHN@ci.brea.ca.us**

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Professional Services Agreement**  
**Contract # 2021.08.19.002**  
**for Continuing Disclosure and Arbitrage Calculation Services**

**EXHIBIT A**  
**Scope of Services Requirements**

Consultant must fulfill each and every one of the following services, specifications, and requirements.

**1. Continuing Disclosure Services**

A. Obtain all data as required in the Continuing Disclosure Certificate (Certificate) for all outstanding municipal debt and any future issuances that require ongoing disclosure to complete the Annual or Semi-Annual Report (Report).

B. Prepare the reports in a format acceptable to the City that includes the requirements of the Certificate. The report must be submitted to the City for approval no less than 5 days prior to the deadline.

C. Disseminate filings, including the Audited Financial Statement, with the Municipal Securities Rulemaking Board (MRSB) through Electronic Municipal Market Access (EMMA) website of the MRSB or any successor repository to meet the filing deadline as defined in the Certificate.

D. Obtain confirmation of the filing of the Certificate and Audited Financial Statements with EMMA.

E. Provide copies of the completed Reports and confirmation of filings with EMMA to the City.

F. Prepare and submit material event notices with EMMA, forwarding the notice and confirmation to the City.

G. Prepare and submit the annual debt transparency report required by the California Debt and Investment Advisory (CDIAC), in compliance with SB 1029.

**2. Arbitrage Calculation Services**

A. Provide arbitrage compliance planning.

B. Verify bond issue(s) are subject to rebate requirements; calculate the amount of the City's arbitrage liability and deliver the appropriate documentation required to support calculations.

C. Provide investment yield comparisons.

D. Prepare the appropriate IRS tax filings associated with each calculation, as needed.

E. Provide a written report describing the calculation method used, assumptions, conclusions, and any recommendations for changes in the City's

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**for Continuing Disclosure and Arbitrage Calculation Services**

recordkeeping for expenditures and/or investments. The written report must also include the statement that the methodology used is consistent with current federal tax law and regulations and may be relied upon by the City in determining its arbitrage rebate liability.

F. Advise the City on changes in related federal or state regulations and/or consult with City staff, bond counsel, financial advisor, and trustee/paying agent as directed regarding arbitrage-related matters.

G. Assist the City in the event of an IRS inquiry.

**3. Other reporting**

A. Other reporting required by debt agreements of the City and Successor Agency must be monitored by the firm and attended to in a timely manner. These include reporting to the issuer for private placement debt.

B. Any other reporting that may become required from time to time, such as the recent expansion of CDIAC reporting.

End of this Exhibit

**Professional Services Agreement  
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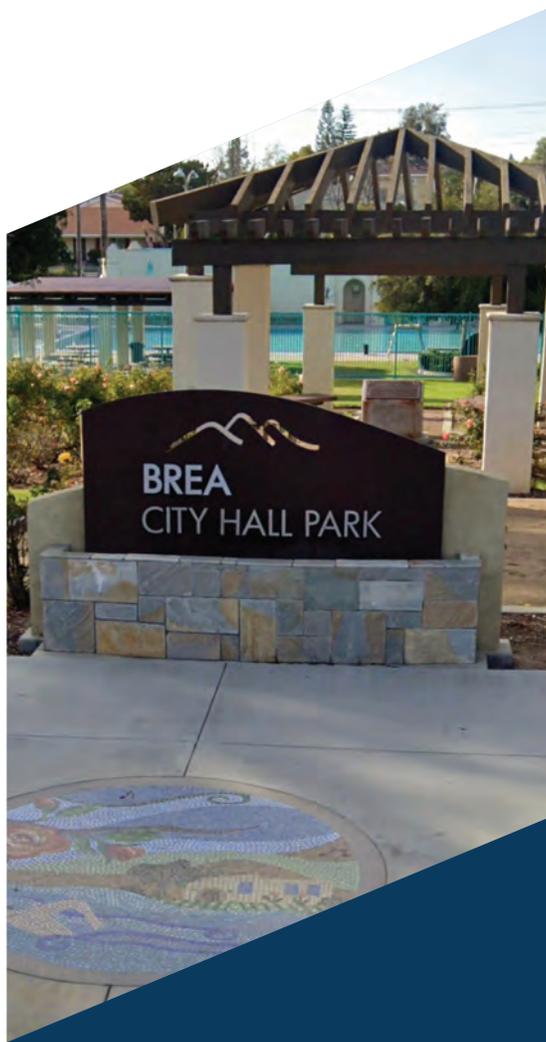
**Attachment 1 to Exhibit A  
CONSULTANT'S PROPOSAL AND FEE SCHEDULE  
(attached)**

# City of Brea

Proposal

## RFP No. 2021.08.19.001 Continuing Disclosure and Arbitrage Calculation Services

September 16, 2021



27368 Via Industria, Suite 200  
Temecula, CA 92590-4856  
951.587.3500 | 800.755.6864 | Fax: 951.587.3510

[www.willdan.com](http://www.willdan.com)

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# 1. Introduction Section

## Letter of Transmittal

September 16, 2021

Mr. Neil H. Groom  
Procurement & Contracts Administrator  
City of Brea  
1 Civic Center Circle  
Brea, California 92821

**RE: Proposal to Provide Continuing Disclosure and Arbitrage Calculation Services to the City of Brea**

Dear Mr. Groom:

In response to the City of Brea's Request for Proposal ("RFP") for Continuing Disclosure and Arbitrage Calculation Services, Willdan Financial Services ("Willdan") is proud to submit the following proposal, identifying our project knowledge specific to the City's debt issues, scope of services, and the experience and qualifications of proposed staff and the firm.

Willdan understands that an objective of this competitive process is to consolidate these services and assign them to a single consultant. We possess the depth of staffing resources and advanced technology necessary to effectively execute the volume of work, on time and within budget, with a focus on responsive service to City staff and residents. **Furthermore, none of the requested services will be outsourced to a subcontractor.**

Willdan is the best partner to assist the City with these important services for the reasons detailed below.

**Local Familiarity** — Willdan has a previous relationship with the City through continuing disclosure services. Our staff has acquired unmatched firsthand knowledge of mechanisms specific to the City. As a result, we are able to anticipate any trends, for transparent reporting and preventing potential reporting errors due to the transfer of reporting obligations to a firm that isn't familiar with the City's reporting requirements/data availability.

Our relationship with the City will allow Willdan to conduct this engagement in a cost-effective and efficient manner. Continuing this partnership also allows City staff to focus its time on direct City operations, rather than on training consultants on each of the nuances of the City's and Successor Agency's bond issues.

**Tenured Core Team** — Willdan understands that consistency of staff designated as "key" to a project is vital. Our approach to each engagement involves bringing together a committed core team to be responsive to client needs to form a cohesive and flexible unit. For that reason, we have assembled a tenured team possessing over 100 years of experience. Group Manager Gladys Medina will serve in the role of Engagement Director, ensuring deliverables are completed on time and within budget and that adequate resourcing is available. Assistant Director Steve Bearce will manage arbitrage rebate services and Assistant Director Dave Davies will continue to provide disclosure services. These individuals will be supported by a team of analysts and subject matter experts to provide a depth of experience and stability that will successfully fulfill the demands of the identified debt issue services.

Willdan staff members possess intimate, detailed knowledge of the City's disclosure processes and are familiar with the work practices and preferences of City staff. Their extensive experience will allow for quick responses to staff questions and requests; and provides high-quality product deliverables, with minimal impact on valuable City staff time.

**Technological Innovations** – Willdan is the only arbitrage rebate vendor to offer an online Compliance Management System designed to expedite the flow of information and promote the conservation of natural resources. This system provides the City with immediate access to completed reports, which can then be passed electronically to auditors or other interested parties; thus reducing paperwork. Willdan demonstrated its industry leadership by being one of the first firms to post continuing disclosure documents on the Internet and by setting up a subscription service that automatically notifies subscribers when a new report is published.

Furthermore, Willdan has read, understands and takes no exception to the RFP or the terms of the City's Standard Professional Services Agreement. Willdan's proposal is firm and irrevocable.

We are confident this submittal clearly demonstrates that Willdan and our proposed staff possess the core competencies, depth of resources, experience, and institutional knowledge required to successfully conduct this engagement. If you wish to discuss any aspect of our proposal, please contact Assistant Director Dave Davies directly at (951) 587-3520 or via email at [ddavies@willdan.com](mailto:ddavies@willdan.com). We look forward to hearing from you.

Sincerely,

**WILLDAN FINANCIAL SERVICES**



Mark Risco  
President & CEO



## 2. Qualifications Section

**Request for Proposals**  
**RFP # 2021.08.19.001**  
**for Continuing Disclosure and Arbitrage Calculation Services**  
**STANDARD FORM F**  
**RESPONDENT QUALIFICATIONS RESPONSE FORM**

Willdan Financial Services

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(Respondent's Company Name)

Respondents 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.

Willdan Financial Services, 27368 Via Industria, Suite 200, Temecula, CA 92590. Phone (951) 587-3500, Fax (951) 587-3510. Email: sbearce@willdan.com, ddavies@willdan.com. Website: Willdan.com

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

MuniFinancial, 22 years

Willdan Financial Services, 13 years

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

Corporation

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

Willdan Financial Services is a wholly owned subsidiary of Willdan Group, Inc., a publicly traded company.

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

Mark Risco, President & CEO

Gladys Medina, Vice President

Chris Fisher, Vice President

- F. Special recognition or awards.

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None.

**2. Experience.**

Provide the following information relative to required services:

A. Summary of Experience with similar kinds of work.

Willdan specializes in post-issuance compliance reporting, particularly continuing disclosure and arbitrage rebate. We have 35 years of successful history behind us and a long-term commitment to providing the staff and technical resources necessary to support a robust continuing disclosure program.

Willdan's arbitrage consulting service offers more than a simple accounting of your rebate liability. We provide plain language reports that summarize critical data and document investment decisions and use of bond proceeds. In addition, we offer an efficient document repository and retrieval system that is constantly updated to accommodate changing technology. Finally, all of our clients receive free access to a web-based Compliance Monitoring System that helps your staff keep track of critical compliance dates, rebate positions, and much more.

Our references are included on Standard Form A.

B. Familiarity with state and federal procedures.

Properly addressing the information concerns of the SEC generally involves more than simply uploading Audited Financial Statements to EMMA. Well considered continuing disclosure reports that fulfill all requirements laid out in the Official Offering combined with timely submission is key to a successful bond program. All arbitrage reports are put through a triple-tiered quality review process that ensures the accuracy of our computations. In addition, our procedures have been reviewed by several major bond law firms and the IRS and have been consistently found to be mathematically accurate and in accordance with Section 148(f) of the Internal Revenue Code.

C. Experience working with public agencies.

Willdan has approximately 600 employees including financial analysts, licensed engineers, planners, and other skilled professionals. Willdan benefits from well-established relationships with local and state government agencies, investor-owned and municipal utilities, and private sector commercial and industrial firms throughout the United States.

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

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We provide top-notch Continuing Disclosure and Arbitrage Rebate services with excellent client service. We encourage you to contact our references regarding our work.

**3. Qualifications.**

Provide the following information relative to required services:

A. Financial responsibility.

Willdan Group Inc. is a publicly traded firm, incorporated in California. Company financial reports can be found at [ir.willdangroup.com](http://ir.willdangroup.com).

B. Demonstrated Technical Ability.

A comprehensive continuing disclosure program begins with an understanding of historic management and strategic intent. At Willdan, our process includes:

- Review of annual reporting and dissemination policies and procedures;
- Analysis of data for accuracy, materiality, and appropriateness;
- Identification of critical events, trends, and media publicity that could influence investor decision making;
- Triple-tiered quality review;
- Fully articulated story of the bonds highlighting financial and operating trends;
- Easy to follow report format; and
- Real time answers to staff and investor questions.

Properly calculating an arbitrage rebate liability involves more than accurate data entry. We pay close attention to the valuation of the reserve fund investments, the proper application of the allowable exceptions and special elections, and the computation of bond yield for the variable rate debt.

Other items we review and comment on, if necessary, include:

- Yield restricted investments;
- Investment in tax-exempt securities - which must be excluded from the computation of arbitrage rebate; and
- Non-qualified administrative costs, such as legal fees, custody costs, general overhead, salaries, office expense, and rebate computing costs.

C. Capability of developing innovative or advanced techniques.

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Willdan uses proprietary software developed and enhanced over the past 35 years specifically dedicated to the analysis of arbitrage rebate liabilities.

An advantage found in our disclosure practice is our history of reporting via the various repositories. Our familiarity with EMMA and the other sites previously used to house disclosure data means we can provide an efficient and cost-effective review of past filings prior to the issuance of your next bond.

**D. Special qualifications, training, credentials.**

The analysts at Willdan have a solid foundation in arbitrage rebate reporting developed from top accounting firms, university level study and on the job training. Our analysts have performed arbitrage rebate analysis for all types of tax-exempt bond structures including fixed and variable rate debt, advanced refundings, multi-purpose bonds, integrated and super-integrated SWAPs and other derivative based transactions. We have extensive experience with multi-year parity reserve allocations and transferred proceeds analysis for advance refunding bonds.

Willdan has provided Continuing Disclosure Reporting Services since the inception of the regulations in 1995. We have prepared and disseminated continuing disclosure reports for issuers of all sizes with varying levels of sophistication. We have extensive knowledge and experience with preparing and filing annual reports, financial statements, budgets, and event notices. Our analysts are well versed in filing documents in the correct categories on EMMA, and ensuring all filings are completed on or before the due dates.

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

Dezirae Webb, Senior Project Analyst, 14 years experience

Letty Marquez, Senior Analyst, 23 years experience

Candace Heiser, Senior Analyst, 12 years experience

**F. Designated project manager assigned to this Project.**

Dave Davies, Assistant Director, 16 years experience

Steve Bearce, Assistant Director, 21 years experience

**4. Understanding.**

Provide the following information relative to required services:

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

Willdan thoroughly understands the Scope of Services Requirements in Exhibit A and we have the knowledge, resources, and expertise to complete all tasks.

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

No issues will require special consideration for this project.

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

The arbitrage compliance program Willdan offers addresses all requirements of the arbitrage rebate and yield restriction rules, provides for the testing and application of exceptions to these rules, and facilitates documentation, audit, and training necessary for the City to maintain compliance with the Internal Revenue Code and the U.S. Treasury Regulations.

The diversity of our client base is what has pushed Willdan to become a leader in the industry-wide effort to improve the quality and content of municipal securities information and our reputation for delivering high-quality continuing disclosure projects on time and within budget is unsurpassed.

**5. Approach.**

Provide the following information relative to required services:

- A. Understanding of the work to be done.

Willdan thoroughly understands the Scope of Services Requirements in Exhibit A and we have the knowledge, resources, and expertise to complete all tasks.

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

We have 35 years of successful history behind us and a long-term commitment to providing the staff and technical resources necessary to support a robust continuing disclosure program and provide accurate arbitrage rebate calculations.

- C. Names and titles of key management personnel.

Dave Davies, Assistant Director

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Steve Bearce, Assistant Director

D. Team to be assigned for these services.

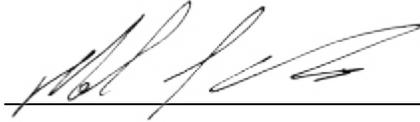
Dezirae Webb, Senior Project Analyst

Letty Marquez, Senior Analyst

Candace Heiser, Senior Analyst

**Submitted by:**

Signature: \_\_\_\_\_



Name/Title Mark Risco, President & CEO

Date: 9/15/2021

### 3. Technical Section

#### Approach

We understand that outsourcing these services is an important consideration for the City. Rest assured, our experience is extensive. Willdan is a service oriented firm that delivers a quality product to public agencies and, ultimately, to the public. We specialize in approaching an agency's needs with a thorough knowledge of the start to finish requirements of the project at hand. We have a thorough background that includes developing financing policies; implementing funding through districts, rates, charges, and fees; and complying with SEC and IRS requirements for outstanding bond issues.

Our services focus on quality control through the utilization of current technology and the discernment of recent legislation. Willdan's clients include more than 800 cities, counties, state agencies, port authorities, housing agencies, special districts, and school districts in 43 states.

#### Continuing Disclosure Services

At the City's direction, Willdan will continue to provide assistance and advice specific to ongoing continuing disclosure matters. With regard to the City's and Successor Agency's outstanding debt financings, Willdan will support the City and the Successor Agency in preparing annual continuing disclosure reports. As well as, help the City and the Successor Agency provide required financial and operating data requested by investors and/or required by the bond documents to keep securities holders informed of the investment quality of each debt issue. Willdan will also assist the City and the Successor Agency in responding to questions from investors and other market participants.

Willdan will collect bond documents relating to the debt issue, including but not limited to, the formation documents, the official statement, financial statements, Annual Continuing Disclosure Information Statement, and prior CDIAC report, if applicable. We will collect data and other third-party information required to be included in the continuing disclosure report and CDIAC Report directly from the City, trustees, fiscal agents, state and county agencies and others and review the information for accuracy and compliance with continuing disclosure documents.

Willdan will create a draft of the continuing disclosure report and CDIAC Report for review and will discuss with City and Successor Agency staff any relevant issues. We will provide timely continuing disclosure report filings to the municipal market and timely report filings of CDIAC reports to the State of California. We will prepare Notices of Occurrence of Listed Events covering events enumerated in Rule 15c2-12(b) and prepare supplemental continuing disclosure reports, as necessary. Willdan will monitor information releases from CDIAC, the SEC and the MSRB regarding enforcement actions and regulatory changes.

#### *Project Disclaimer*

In regard to the services proposed herein, the City of Brea further represents, acknowledges and agrees that:

- (i) The City uses the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The City is not looking to Willdan to provide, and City shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

### Arbitrage Calculation Services

Willdan is an innovator in the field of electronic compliance management, and plain language reporting. We have extensive experience with arbitrage rebate analysis for all types of tax-exempt bond structures and strive to present our analysis in a format that is easy to understand and offers the tools necessary to effectively manage tax exempt debt.

The financial analysts at Willdan have a solid foundation in post issuance compliance reporting approach that was developed from top accounting firms, university level studies, and on the job training. From the simple to the complex, Willdan has, since 1988, performed thousands of calculations on a wide variety of bond structures.

Willdan staff members maintain memberships in multiple industry organizations, including the National Association of Bond Lawyers (NABL), the Government Finance Officers Association (GFOA), and the National Federation of Municipal Analysts (NFMA) — just to name a few.

Our experience is extensive, and our methodology sound. Our approach has been reviewed by several major bond law firms and by the Internal Revenue Service; whereupon, our approach has been found to be mathematically accurate and in accordance with Section 148(f) of the Internal Revenue Code.

Willdan is the only arbitrage rebate provider to offer an online compliance management system that is designed to provide immediate access to liability accruals, investment information, and completed reports. This system, which is accessed via our website, provides issuers with an ecological and expeditious way to manage the flow of bonded debt information; and provides the necessary safeguards against natural disasters.

Willdan does not use a “canned” software program to calculate arbitrage rebate liabilities. Our arbitrage rebate reports are designed to increase understanding of arbitrage liabilities and, wherever possible, minimize the lost opportunity associated with under investing. We produce our reports by utilizing proprietary Excel spreadsheets that create the necessary flexibility to manipulate transactional detail to take advantage of allowable exceptions and credits, thereby reducing a positive arbitrage liability by every permissible means.

***As such, collectively, our team will provide the City of Brea with the requisite experience and technical knowledge in Continuing Disclosure and Arbitrage Calculation services to successfully complete this project.***

## Proposed Schedule

### Continuing Disclosure Schedule

The timeline below outlines the estimated completion dates specific to continuing disclosure reporting.

Continuing Disclosure Reporting Proposed Project Timeline	
Expected Completion Date	Description
January	Willdan requests specific data needed from City.
January	Willdan gathers required data and prepares continuing disclosure reports for internal review.
End of January	Willdan provides draft continuing disclosure reports to City for review. The reports are due between the end of February and the end of March.
End of February to end of March	Willdan disseminates continuing disclosure reports on EMMA (reports due between the end of February and the end of March).
End of February to end of March	Willdan provides final drafts of continuing disclosure reports that were disseminated along with formal dissemination certificates.
Ongoing	Willdan monitors rating agency websites for any changes to City debt ratings.
Ongoing	Willdan prepares and disseminates Listed Event notices on EMMA to reflect any rating changes or numerated events.

### Arbitrage Calculation Schedule

The schedule below outlines the estimated completion dates specific to arbitrage rebate computations. At Willdan an annual arbitrage analysis takes approximately 30 to 45 days to complete. This of course depends upon data being available when requested. Situations requiring immediate attention will be prioritized as needed.

Arbitrage Rebate Proposed Project Timeline	
Estimated # of Weeks	Description
At Contract Signing	Project Set-Up and Online Access Test
Weeks 1 - 3	Arbitrage Rebate and Yield Restriction Analysis
Weeks 1 - 3	Review and Assess Analysis Outcome
Weeks 4 - 5	Conclusions, Recommendations and Action Plan
Weeks 4 - 5	Deliver Completed Report and Review Results
As Needed	Prepare IRS Forms/Audit Support

## 4. Cost Section

- i. Included on the following pages are the RFP price forms:
  - Price Form A-1 – Arbitrage Services (City)
  - Price Form A-2 – Arbitrage Services (Successor Agency)
  - Price Form B-1 – Continuing Disclosure Services (City)
  - Price Form B-2 – Continuing Disclosure Services (Successor Agency)
- ii. The costs listed on the following price forms include all costs to be charged to the City to perform the Scope of Services based upon current reporting requirements.

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**PRICE FORM-A1  
ARBITRAGE SERVICES  
(CITY)**

Willdan Financial Services

(Respondent's Company Name)

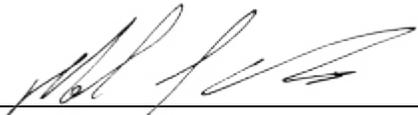
Provide the maximum costs on an annual basis per the Scope of Services requirements. Attach a list any optional items that may help to reduce the maximum costs.

<b>Year</b>	<b>Arbitrage Services (City)</b>	<b>Rate</b>
1	Maximum Costs-Annually	\$5,040
2	Maximum Costs-Annually	\$5,040
3	Maximum Costs-Annually	\$5,040
4	Maximum Costs-Annually	\$5,040
5	Maximum Costs-Annually	\$5,040
<b>Total</b>	<b>Maximum Costs-5-year Total (add above lines)</b>	<b>\$25,200</b>

Provide rates for tasks, services, and hourly rates related to Scope of Services requirements for additional as-needed services. Alternatively, you may attach your standardized rate sheets.

<b>Tasks</b>	<b>Description</b>	<b>Rate</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

**Submitted by:**

Signature:   
 Name/Title Mark Risco, President & CEO  
 Date: 9/15/2021

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**PRICE FORM-A2  
ARBITRAGE SERVICES  
(SUCCESSOR AGENCY)**

Willdan Financial Services

(Respondent's Company Name)

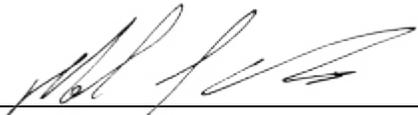
Provide the maximum costs on an annual basis per the Scope of Services requirements. Attach a list any optional items that may help to reduce the maximum costs.

Year	Arbitrage Services (SUCCESSOR AGENCY)	Rate
1	Maximum Costs-Annually	\$5,040
2	Maximum Costs-Annually	\$5,040
3	Maximum Costs-Annually	\$5,040
4	Maximum Costs-Annually	\$5,040
5	Maximum Costs-Annually	\$5,040
<b>Total</b>	<b>Maximum Costs-5-year Total (add above lines)</b>	<b>\$25,200</b>

Provide rates for tasks, services, and hourly rates related to Scope of Services requirements for additional as-needed services. Alternatively, you may attach your standardized rate sheets.

Tasks	Description	Rate
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

**Submitted by:**

Signature:   
 Name/Title Mark Risco, President & CEO  
 Date: 9/15/2021

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**PRICE FORM-B1  
DISCLOSURE SERVICES  
(CITY)**

Willdan Financial Services

(Respondent's Company Name)

Provide the maximum costs on an annual basis per the Scope of Services requirements. Attach a list any optional items that may help to reduce the maximum costs.

<b>Year</b>	<b>Disclosure Services (City)</b>	<b>Rate</b>
1	Maximum Costs-Annually	\$7,450
2	Maximum Costs-Annually	\$7,450
3	Maximum Costs-Annually	\$7,450
4	Maximum Costs-Annually	\$7,450
5	Maximum Costs-Annually	\$7,450
<b>Total</b>	<b>Maximum Costs-5-year Total (add above lines)</b>	<b>\$37,250</b>

Provide rates for tasks, services, and hourly rates related to Scope of Services requirements for additional as-needed services. Alternatively, you may attach your standardized rate sheets.

<b>Tasks</b>	<b>Description</b>	<b>Rate</b>
1	Notice of Occurrence of Listed Event	\$250
2	Supplemental Reports	\$450
3	Third Party Expenses	At cost plus 10%
4		
5		
6		
7		
8		
9		
10		

**Submitted by:**

Signature: \_\_\_\_\_

Name/Title Mark Risco, President & CEO

Date: 9/15/2021

**Request for Proposals  
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**PRICE FORM-B2  
DISCLOSURE SERVICES  
(SUCCESSOR AGENCY)**

Willdan Financial Services

(Respondent's Company Name)

Provide the maximum costs on an annual basis per the Scope of Services requirements. Attach a list any optional items that may help to reduce the maximum costs.

<b>Year</b>	<b>Disclosure Services (SUCCESSOR AGENCY)</b>	<b>Rate</b>
1	Maximum Costs-Annually	\$6,900
2	Maximum Costs-Annually	\$6,900
3	Maximum Costs-Annually	\$6,900
4	Maximum Costs-Annually	\$6,900
5	Maximum Costs-Annually	\$6,900
<b>Total</b>	<b>Maximum Costs-5-year Total (add above lines)</b>	<b>\$34,500</b>

Provide rates for tasks, services, and hourly rates related to Scope of Services requirements for additional as-needed services. Alternatively, you may attach your standardized rate sheets.

<b>Tasks</b>	<b>Description</b>	<b>Rate</b>
1	Notice of Occurrence of Listed Event	\$250
2	Supplemental Reports	\$450
3	Third Party Expenses	At cost plus 10%
4		
5		
6		
7		
8		
9		
10		

**Submitted by:**

Signature: \_\_\_\_\_

Name/Title Mark Risco, President & CEO

Date: 9/15/2021

iii. Included below are pricing tables for future debt issuances and Willdan’s hourly rate table.

**Continuing Disclosure**

Disclosure Services	Fee
Engagement Fee for New Issues	\$250 per Issue
Base Annual Report Fee	
Revenue Bonds	\$1,250
Community Facilities District Bonds	\$1,250
Tax Allocation Bonds	\$1,850
Annual Dissemination per Report	\$100
Incremental Fee per Parity Issue	\$450
Supplemental/Amended Reports	\$250 per Report
Notice of Occurrence of Listed Events	\$250 per Notice
Annual Third-Party Expenses	At Cost plus 10%
CDIAC Report Preparation and Filing	
CDIAC Yearly Status Report (due annually in October)	\$300 per Report
CDIAC Yearly Transparency Report (due annually in January) (while proceeds are outstanding)	\$950 per Report
CDIAC Yearly Transparency Report (due annually in January) (once proceeds are fully expended)	\$250 per Report

### Arbitrage Calculation

The nature and complexity of each bond issue, the frequency of computation, and the transparency of the transactional data, determines the extent to which the following specialized services will apply:

Arbitrage Services	Fee
<b>Engagement Fee.</b> One-time fee charged for newly contracted issues.	\$500
<b>Base Fee.</b> Annual report.	\$1,000 - \$1,500
<b>Base Fee.</b> Installment report.	\$2,000
<b>Data Analysis in Excess of 12 months.</b> Arbitrage analysis for periods greater than one year will be charged an extra fee for each additional bond year analyzed.	\$250 per year
<b>Yield Restriction Computation.</b> If we determine that a yield reduction payment is due on yield restricted nonpurpose investments, an additional fee will be charged to analyze and determine the yield reduction payment due.	\$500 per fund
<b>Spending Exception Analysis.</b> The Regulations offer a few exceptions to the arbitrage rebate rules if the proceeds of a bond issue are spent within a specific time frame.	\$500 per period
<b>Commingled Funds Analysis.</b> Clients providing data with commingled funds will incur an additional charge to uncommingle transactional data.	\$250 per fund
<b>Parity Reserve Allocation.</b> Bonds that have been issued on parity that require an allocation of the reserve fund.	\$250 per fund
<b>Transferred Proceeds Analysis.</b> The regulations require an additional level of analysis for proceeds of Refunding and Refunded bonds.	\$250 per fund
<b>Non-Bona Fide Debt Service Fund.</b> Our base fee assumes that the Bond Fund, as defined in the bond documents, meets the bona fide debt service fund exemption to rebate. If this fund fails to qualify for this exemption, an additional fee will be charged to analyze the investment activity.	\$500 per fund
<b>Request for Refund of Overpayment</b>	\$150 per hour
<b>IRS Audit Assistance</b>	\$150 per hour
<b>Online Compliance Management System</b>	No Charge
<b>Preparation of IRS Form 8038T (Payment)</b>	No Charge

### Hourly Rates

Additional authorized services will be billed at Willdan’s then-current hourly consulting rates. Our current hourly rates are presented below.

Title	Hourly Rate
Principal Engineer	\$ 210
Group Manager	200
Assistant Director	200
Principal Consultant	200
Senior Project Manager	165
Project Manager	145
Senior Project Analyst	130
Senior Analyst	120
Analyst	100
Analyst Assistant	75
Property Owner Services Representative	55
Support Staff	50

## 5. Forms Section

The standard forms requested in the RFP, listed below, are included on the following pages.

1. Standard Form A - References Form
2. Standard Form B – Subcontractors List-Standard Form
3. Standard Form C – Statement of Compliance or Exceptions Form
4. Standard Form D – Status of Past and Present Contracts Form
5. Standard Form E – Insurance Commitment Form
6. Standard Form G – Firm Offer Form

Standard Form F – Respondent Qualifications Response Form is included in the Qualifications Section above.

Price Forms A-1, A-2, B-1, and B-2 are included in the Cost Section above.

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STANDARD FORM A  
REFERENCES FORM**

Willdan Financial Services

(Respondent'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 Respondent from further consideration.**

1. Company Name	City of Murrieta
Address, City, State, Zip	1 Town Square, Murrieta, CA 92562
Contact's Name & Title	Mr. Javier Carcamo, Director of Finance
Contact's Phone #	(951) 461-6090
Contact's Email	jcarcamo@MurrietaCA.gov
Project	Continuing Disclosure and Arbitrage Calculation Services
Completion Date & Value	Ongoing, Value is proprietary, not to be distributed
2. Company Name	City of Indian Wells
Address, City, State, Zip	44-950 Eldorado Drive, Indian Wells, CA 92210
Contact's Name & Title	Mr. Kevin McCarthy, Finance Director
Contact's Phone #	(760) 776-0235
Contact's Email	kmccarthy@indianwells.com
Project	Continuing Disclosure and Arbitrage Calculation Services
Completion Date & Value	Ongoing, Value is proprietary, not to be distributed
3. Company Name	City of Perris
Address, City, State, Zip	101 North "D" Street, Perris, CA 92570
Contact's Name & Title	Mr. Ernest Reyna, CPA, Finance Director
Contact's Phone #	(951) 943-4610 ext. 244
Contact's Email	ereyna@cityofperris.org
Project	Continuing Disclosure and Arbitrage Calculation Services
Completion Date & Value	Ongoing, Value is proprietary, not to be distributed
4. Company Name	City of Rancho Mirage
Address, City, State, Zip	69-825 Highway 11, Rancho Mirage, CA 92270
Contact's Name & Title	Mr. Kofi Antobam, Director of Administrative Services
Contact's Phone #	(760) 324-4511
Contact's Email	kofia@RanchoMirageCA.gov
Project	Continuing Disclosure and Arbitrage Calculation Services
Completion Date & Value	Ongoing, Value is proprietary, not to be distributed

Duplicate this form as necessary.

**Request for Proposals  
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for Continuing Disclosure and Arbitrage Calculation Services**

**STANDARD FORM B  
SUBCONTRACTORS LIST-STANDARD FORM**

Willdan Financial Services  
(Respondent's Company Name)

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Provide information requested below.

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	

Duplicate this form as necessary to complete list.

**Request for Proposals  
RFP # 2021.08.19.001  
for Continuing Disclosure and Arbitrage Calculation Services  
STANDARD FORM C  
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.

Willdan Financial Services  
(Respondent's Company Name)

**Select one:**

**X No Exceptions**

By checking the above box, Respondent declares its Proposal was prepared in strict compliance with the instructions, conditions, and terms of the Solicitation, Scope of Services, and Agreement.

**With Exceptions**

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

Section Page #	Term, Condition, Specification	Exception & Benefit to City	*City Response
-------------------	--------------------------------	-----------------------------	-------------------

\*City will respond to each exception with A)accepted or D)enied response.

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

Signature: 

Name/Title Mark Risco, President & CEO

Date: 9/15/2021

**Request for Proposals**  
**RFP # 2021.08.19.001**  
**for Continuing Disclosure and Arbitrage Calculation Services**  
**STANDARD FORM D**  
**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.

Willdan Financial Services

---

(Respondent's Company Name)

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

By checking the above box, Respondent declares that the Respondent 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, Respondent declares that the Respondent 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, **Respondent must provide a list for all such contracts** and include: Contract Title, Contract Value, Termination Date, Company Name, Contact Name, Phone Number, and Reason for the Terminations, Settlements, or Legal Actions.

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

Signature: \_\_\_\_\_

Name/Title Mark Risco, President & CEO

Date: 9/15/2021

**Request for Proposals**  
**RFP # 2021.08.19.001**  
**for Continuing Disclosure and Arbitrage Calculation Services**  
**STANDARD FORM E**  
**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.

Willdan Financial Services

---

(Respondent's Company Name)

***Respondent 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.

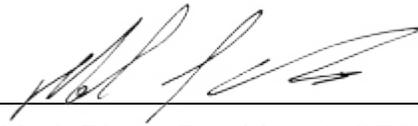
City's acceptance and/or approval of Respondent's insurance documents does not and shall not be construed to relieve Respondent of any obligations, responsibilities or liabilities under any resulting Contract.

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

Respondent will be required to acquire required insurance set forth in the Insurance Requirements section of the Agreement.

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

Signature: \_\_\_\_\_



Name/Title Mark Risco, President & CEO

Date: 9/15/2021

**Request for Proposals  
RFP # 2021.08.19.001  
for Continuing Disclosure and Arbitrage Calculation Services  
STANDARD FORM G  
FIRM OFFER FORM**

Willdan Financial Services

(Respondent's Company Name)

**FIRM OFFER made by Consultant 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 of Services/Work, all attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in the Offer Form. Further, I understand that no contract exists unless City accepts this Proposal by executing the attached Agreement.

Business Name: Willdan Financial Services

Business Address: 27368 Via Industria, Suite 200, Temecula, CA 92590

Federal ID#: 33-0302345

If any work is a Public Works

**Business Type 2**

(Consultant enter a number)

Contractor Lic#:

1. Individual/Sole Proprietor or Single-Member LLC; 2. C Corporation;  
3. S Corporation; 4. Partnership; 5. Trust/Estate; 6. Limited Liability Co.

DIR#:

By:



Name Mark Risco

Title President & CEO

Email mrisco@willdan.com

Date Signed: 9/15/2021\_\_\_\_\_

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

By:



Name Rebekah Smith

Title Assistant Secretary

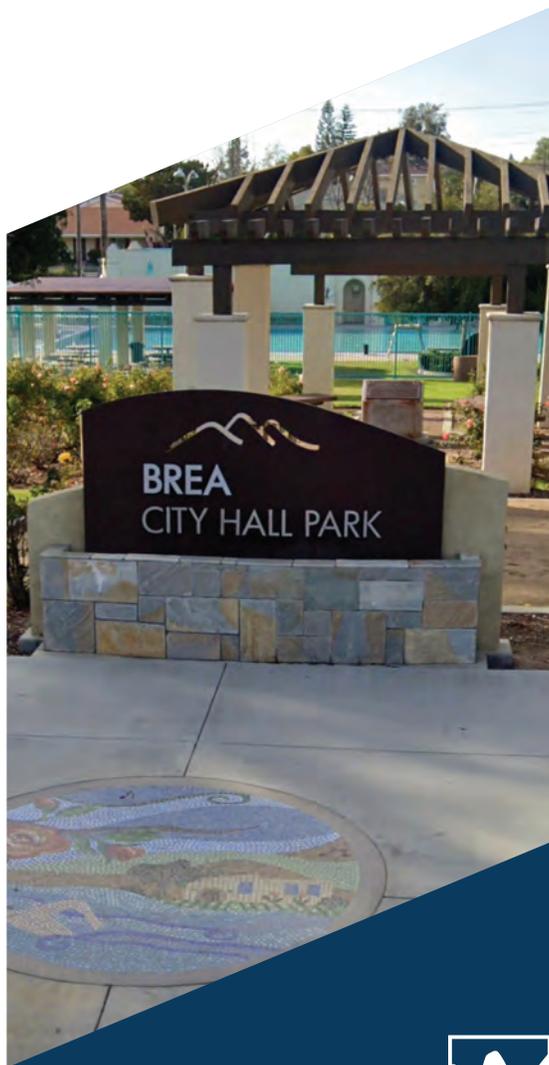
Email rsmith@willdan.com

Date Signed: 9/15/2021\_\_\_\_\_

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

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

[Limited Liability Companies: 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

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 12/07/2021  
**SUBJECT:** Successor Agency Disbursement Register for November 26, 2021

---

**RECOMMENDATION**

Receive and file.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
Prepared by: Anthony Godoy, Management Analyst II  
Concurrence: Cindy Russell, Administrative Services Director

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**Attachments**

11-26-2021 Successor Agency Disbursement

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# Successor Agency Disbursement Register

Between Nov 22, 2021 12:00 AM and Nov 26, 2021 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
2830	THE BANK OF NEW YORK MELLON	11/26/2021	4202	732000000	2016 TAX ALLOC BOND A	\$2,000.00
	THE BANK OF NEW YORK MELLON	11/26/2021	4202	732000000	2016 TAX ALLOC BOND B	\$2,000.00
	THE BANK OF NEW YORK MELLON	11/26/2021	4202	813000000	2017 TAX ALLOC BOND A	\$2,000.00
	THE BANK OF NEW YORK MELLON	11/26/2021	4202	813000000	2017 TAX ALLOC BOND B	\$2,100.00
<b>THE BANK OF NEW YORK MELLON</b>					<b>Total Check Amount:</b>	<b>\$8,100.00</b>
2831	CITY OF BREA	11/26/2021	1003	511	REIMB COST 21/22 OCT	\$1,879.37
<b>CITY OF BREA</b>					<b>Total Check Amount:</b>	<b>\$1,879.37</b>
2832	RICHARDS WATSON & GERSHON	11/26/2021	2280	511000000	0001 GEN LGL SVCS JUL	\$1,642.50
<b>RICHARDS WATSON &amp; GERSHON</b>					<b>Total Check Amount:</b>	<b>\$1,642.50</b>

**Overall - Total \$11,621.87**

City of Brea

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**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/07/2021

**SUBJECT:** Monthly Report of Cash Investments for the Successor Agency to the Brea Redevelopment Agency for the Period Ended October 31, 2021

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**RECOMMENDATION**

Receive and file.

**BACKGROUND/DISCUSSION**

The Monthly Report of Cash and Investments is in accordance with Government Code Sections (GCS) 41004 and 53607 and contains information on the Successor Agency's cash and investment activities for the month of September. Funds received by the Successor Agency are typically spent within three to six months, therefore are not invested long-term. The Successor Agency's Local Agency Investment Fund (LAIF) is used for short-term investments and functions like a savings account until funds are required to meet expenditures needs.

Attachment A includes a Cash and Investment Information Summary and a Monthly Account Statement prepared by Chandler Asset Management (Chandler) for the funds invested on behalf of the Successor Agency. As of October 31, 2021, the market value, including accrued interest on the Successor Agency's Local Agency Investment Fund (LAIF), was \$18,984.71 in comparison to \$18,980.24 at September 30, 2021. The Successor Agency to the Brea Redevelopment Agency has sufficient cash flow to meet its expected expenditures for the next six months.

The Successor Agency also has restricted (fiscal agent) cash and investment accounts related to its various bond reserve accounts, which are managed by Chandler and held by the Agency's third-party custodian, The Bank of New York Mellon Trust Company, N.A. (BNY), as required. BNY acts as an agent of the Successor Agency and is not a counterparty to the investment transaction and all securities are held in the name of the Successor Agency. The custodial accounts have been reconciled to the par value of the applicable portfolio report for the month. Attachment A includes a portfolio report from Chandler for each bond reserve account that is invested. As of October 31, 2021, the market value of these funds, including short-term cash and accrued interest was \$103,879.69 as compared to \$103,878.39 as of September 30, 2021.

**FISCAL IMPACT/SUMMARY**

During the month of October, the total value of the Successor Agency to the Brea Redevelopment Agency's investment portfolio increased by \$4.47 due to market rate adjustments. Similarly, the total value of the restricted cash and investments increased by \$1.30 also due market rate adjustments.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Anthony Godoy, Management Analyst II

Concurrence: Cindy Russell, Administrative Services Director

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**Attachments**

Attachment A

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**Successor Agency to the Brea Redevelopment Agency**  
**Cash and Investment Information**  
 October 31, 2021

			<b>Book Value</b>		<b>Market Value*</b>
<b>Demand and Interest-Bearing Checking Accounts</b>		Citizen's Bank	\$ 151,297.66	\$	151,297.66
<b>Local Agency Investment Fund</b>		LAIF	\$ 18,980.78	\$	18,984.71
<b><u>Fiscal Agent Cash &amp; Investments</u></b>					
2004	Brea Public Financing Authority Lease Revenue Bond	Chandler/BNY	\$ -	\$	-
2010	Brea Public Financing Authority Lease Revenue Bond	Chandler/BNY	\$ -	\$	-
2013	Tax Allocation Bonds	Chandler/BNY	\$ 515.52	\$	515.52
2016	Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$ 103,262.04	\$	103,262.04
2017	Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$ 102.13	\$	102.13
<b>Sub-total - Fiscal Agent Cash &amp; Investments</b>			<b>\$ 103,879.69</b>	<b>\$</b>	<b>103,879.69</b>
<b>Grand Total</b>			<b>\$ 274,158.13</b>	<b>\$</b>	<b>274,162.06</b>

\* Includes accrued interest on invested funds

## Successor Agency to the Brea Redevelopment Agency

### Cash and Investment Information

October 31, 2021

Fiscal Agent Cash & Investments Detail	Book Value	Market Value
2004 Brea Public Financing Authority Lease Revenue Bond - <b>CHANDLER</b>	\$ -	\$ -
Short-Term Treasury Funds - <b>BNY</b>	\$ -	\$ -
<b>Sub-total</b>	<b>\$ -</b>	<b>\$ -</b>
2010 Brea Public Financing Authority Lease Revenue Bond - <b>CHANDLER</b>	\$ -	\$ -
Short-Term Treasury Funds - <b>BNY</b>	\$ -	\$ -
<b>Sub-total</b>	<b>\$ -</b>	<b>\$ -</b>
2013 Tax Allocation Bonds - <b>CHANDLER</b>	\$ -	\$ -
Short-Term Treasury Funds - <b>BNY</b>	\$ 515.52	\$ 515.52
<b>Sub-total</b>	<b>\$ 515.52</b>	<b>\$ 515.52</b>
2016 Tax Allocation Refunding Bonds, Series A & B - <b>CHANDLER</b>	\$ -	\$ -
Short-Term Treasury Funds - <b>BNY</b>	\$ 103,262.04	\$ 103,262.04
<b>Sub-total</b>	<b>\$ 103,262.04</b>	<b>\$ 103,262.04</b>
2017 Tax Allocation Refunding Bonds, Series A & B - <b>CHANDLER</b>	\$ -	\$ -
Short-Term Treasury Funds - <b>BNY</b>	\$ 102.13	\$ 102.13
<b>Sub-total</b>	<b>\$ 102.13</b>	<b>\$ 102.13</b>
<b>Report Grand Total</b>	<b>\$ 103,879.69</b>	<b>\$ 103,879.69</b>

**Successor Agency to the Brea Redevelopment Agency**  
**Accounting of Cash Receipts, Disbursements and Balances**  
**For the Month of October 2021**

<b>Fund</b>	<b>Fund Name</b>	<b>Cash Balance 09/30/21 <sup>1</sup></b>	<b>Cash Receipts <sup>2</sup></b>	<b>Cash Disbursements <sup>2</sup></b>	<b>Cash Balance 10/31/21 <sup>1</sup></b>
511	PROJECT AREA AB - PERMANENT	31,145.51	-	(1,903.43)	29,242.08
526	2011 B TAX ALLOC BONDS	992.31	-	-	992.31
731	PROJECT AREA AB - DEBT SERVICE	43,033.94	-	-	43,033.94
732	PROJECT AREA C - PERMANENT	(68,529.14)	-	-	(68,529.14)
813	PROJECT AREA C - DEBT SERVICE	165,464.52	-	-	165,464.52
816	REDEVELOP OBLIGATION RETIREMENT	64.75	-	-	64.75
<b>Subtotal of Cash and Investments Held in City Funds</b>		<b>172,171.89</b>	<b>-</b>	<b>(1,903.43)</b>	<b>170,268.46</b>
 <b><u>DEDUCT</u></b>					
931	CASH HELD AS INVESTMENTS	(18,970.80)	-	-	(18,970.80)
		<b>153,201.09</b>	<b>-</b>	<b>(1,903.43)</b>	
<b>Cash Balance per General Ledger as of 10/31/21 \$</b>					<b><u>151,297.66</u></b>
					<b>Balance</b>
<b>Reconciliation of Cash Held As Investments in Fund 931</b>					<b>10/31/2021</b>
Investments Held in LAIF					18,980.78
Unallocated Interest Earnings					(9.98)
<b>Investment Balances held in Fund 931 \$</b>					<b>18,970.80</b>

<sup>1</sup> Cash balances between funds are subject to change due to accounting 6/30/2021 year-end close.

<sup>2</sup> Cash receipts and disbursements may include accounting entries between funds.



Successor Agency to the Brea RDA LAIF

Portfolio Summary

Account #10166

As of October 31, 2021

**PORTFOLIO CHARACTERISTICS**

Average Modified Duration	0.00
Average Coupon	0.21%
Average Purchase YTM	0.21%
Average Market YTM	0.21%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

**ACCOUNT SUMMARY**

	Beg. Values as of 9/30/21	End Values as of 10/31/21
Market Value	18,969	18,981
Accrued Interest	11	4
<b>Total Market Value</b>	<b>18,980</b>	<b>18,985</b>
Income Earned	3	4
Cont/WD		0
Par	18,969	18,981
Book Value	18,969	18,981
Cost Value	18,969	18,981

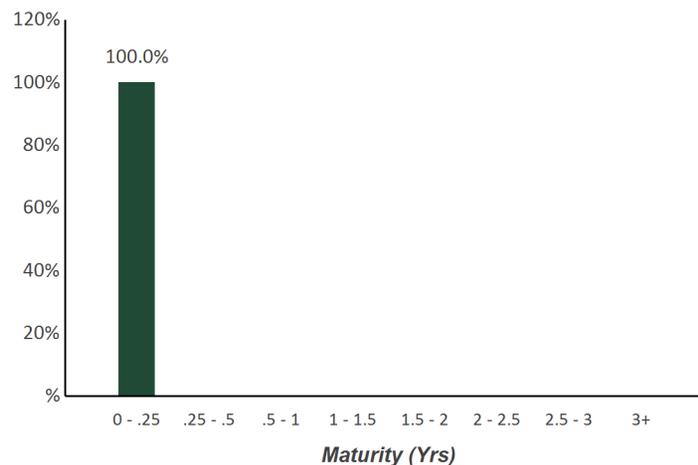
**TOP ISSUERS**

Local Agency Investment Fund	100.0%
<b>Total</b>	<b>100.0%</b>

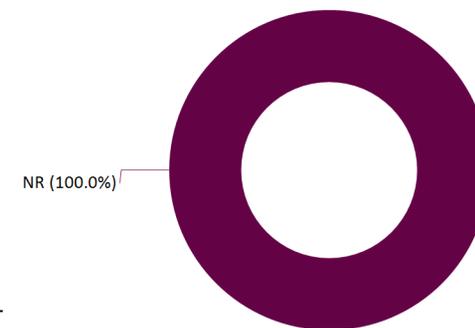
**SECTOR ALLOCATION**



**MATURITY DISTRIBUTION**



**CREDIT QUALITY (S&P)**





## Successor Agency to the Brea RDA LAIF

## Holdings Report

Account #10166

As of October 31, 2021

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>LAIF</b>									
90LAIF\$00	Local Agency Investment Fund State Pool	18,980.78	Various 0.21%	18,980.78 18,980.78	1.00 0.21%	18,980.78 3.93	100.00% 0.00	NR / NR NR	0.00 0.00
<b>Total LAIF</b>		<b>18,980.78</b>	<b>0.21%</b>	<b>18,980.78</b>	<b>0.21%</b>	<b>18,980.78</b> <b>3.93</b>	<b>100.00%</b> <b>0.00</b>	<b>NR / NR</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>TOTAL PORTFOLIO</b>		<b>18,980.78</b>	<b>0.21%</b>	<b>18,980.78</b>	<b>0.21%</b>	<b>18,980.78</b> <b>3.93</b>	<b>100.00%</b> <b>0.00</b>	<b>NR / NR</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>18,984.71</b>			



## Successor Agency to the Brea RDA LAIF

## Transaction Ledger

Account #10166

As of October 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	10/15/2021	90LAIF\$00	11.55	Local Agency Investment Fund State Pool	1.000	0.21%	11.55	0.00	11.55	0.00
<b>Subtotal</b>			<b>11.55</b>				<b>11.55</b>	<b>0.00</b>	<b>11.55</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>11.55</b>				<b>11.55</b>	<b>0.00</b>	<b>11.55</b>	<b>0.00</b>
<b>OTHER TRANSACTIONS</b>										
Dividend	10/15/2021	90LAIF\$00	1,744,952.44	Local Agency Investment Fund State Pool	0.000		11.55	0.00	11.55	0.00
<b>Subtotal</b>			<b>1,744,952.44</b>				<b>11.55</b>	<b>0.00</b>	<b>11.55</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>1,744,952.44</b>				<b>11.55</b>	<b>0.00</b>	<b>11.55</b>	<b>0.00</b>



## Successor Agency to the Brea RDA LAIF

## Income Earned

Account #10166

As of October 31, 2021

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>LOCAL AGENCY INVESTMENT FUND</b>						
90LAIF\$00	Local Agency Investment Fund State Pool	Various Various 18,980.78	18,969.23 11.55 0.00 18,980.78	11.01 11.55 3.93 4.47	0.00 0.00 0.00 4.47	4.47
			<b>18,969.23</b>	<b>11.01</b>	<b>0.00</b>	
			<b>11.55</b>	<b>11.55</b>	<b>0.00</b>	
			<b>0.00</b>	<b>3.93</b>	<b>0.00</b>	
<b>Total Local Agency Investment Fund</b>		<b>18,980.78</b>	<b>18,980.78</b>	<b>4.47</b>	<b>4.47</b>	<b>4.47</b>
			<b>18,969.23</b>	<b>11.01</b>	<b>0.00</b>	
			<b>11.55</b>	<b>11.55</b>	<b>0.00</b>	
			<b>0.00</b>	<b>3.93</b>	<b>0.00</b>	
<b>TOTAL PORTFOLIO</b>		<b>18,980.78</b>	<b>18,980.78</b>	<b>4.47</b>	<b>4.47</b>	<b>4.47</b>


**Successor Agency to the Brea RDA LAIF**
**Cash Flow Report**

Account #10166

*As of September 30, 2021*

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2021	Dividend	90LAIF\$00	1,744,936.96	Local Agency Investment Fund State Pool	0.00	9.84	9.84
<b>OCT 2021</b>					<b>0.00</b>	<b>9.84</b>	<b>9.84</b>
01/17/2022	Dividend	90LAIF\$00	588,046.13	Local Agency Investment Fund State Pool	0.00	3.10	3.10
<b>JAN 2022</b>					<b>0.00</b>	<b>3.10</b>	<b>3.10</b>
<b>TOTAL</b>					<b>0.00</b>	<b>12.94</b>	<b>12.94</b>



Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at [www.chandlerasset.com](http://www.chandlerasset.com).

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

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

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

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

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

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

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