AGENDA

City Council

August 12, 2025

5:00 PM Closed Session
6:00 PM Regular Session

City Council Chamber
300 E. Chapman Avenue
Orange, CA 92866

Teleconference Location
The Lodge (Main Building)
300 Page Creek Road
Cave Junction, OR 97523

Jarad L. Hildenbrand
City Manager

Wayne Winthers
Interim City Attorney

Pamela Coleman
City Clerk

DAN SLATER
Mayor

DENIS BILODEAU
Mayor pro tem, District 4

ARIANNA BARRIOS
Councilmember, District 1

JON DUMITRU
Councilmember, District 2

KATHY TAVOULARIS
Councilmember, District 3

ANA GUTIERREZ
Councilmember, District 5

JOHN GYLLENHAMMER
Councilmember, District 6

The City of Orange City Council welcomes you to this meeting and encourages your participation. Regular City Council meetings are held on the second and fourth Tuesday of each month at 6:00 p.m.

Agenda Information

The agenda contains a brief general description of each item to be considered. The City Council may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda. The agenda and supporting documentation is available after 4:00 p.m. on the Thursday prior to the Council meeting on the City's website at www.cityoforange.org, at the City Clerk's Office located at 300 E. Chapman Avenue, and at the Main Public Library located at 407 E. Chapman Avenue. Written materials relating to an item on the agenda that are provided to the City Council after agenda packet distribution and within 72 hours before Council is to consider the item will be made available for public inspection in the City Clerk's Office during normal business hours; at the City Council meeting; and made available on the City's website.

Public Participation

Regular meetings are televised live on Spectrum Cable Channel 3 and AT&T U-verse Channel 99, and streamed live and on-demand on the City's website at www.cityoforange.org.

Pursuant to Government Code Section 54954.3, members of the public may address the City Council on any agenda item before or during Council's consideration of the item, and on any other matters within the City Council's jurisdiction by using any of the following methods:

1) In-Person

To speak on an item on the agenda, complete a speaker card indicating your name, address, and identify the agenda item number or subject matter you wish to address. The card should be given to the City Clerk prior to the start of the meeting. General comments are received during the "Public Comments" section at the beginning of the Regular Session. No action may be taken on off-agenda items unless authorized by law. Public Comments are limited to three (3) minutes per speaker unless a different time limit is announced. It is

requested that you state your name for the record, then proceed to address the City Council. All speakers shall observe civility, decorum, and good behavior.

2) Written Public Comments via eComment

Members of the public can submit their written comments electronically for City Council consideration by using the eComment feature on the Agenda page of the City's website at www.cityoforange.org. To ensure distribution to the City Council prior to consideration of the agenda, we encourage the public to submit written comments by 3:00 p.m. the day of the meeting. All written comments will be provided to the Council for consideration and posted on the City's website after the meeting.

3) Public Comments via recorded voicemail message

Finally, the public can record their comments by calling (714) 744-2234 no later than 3:00 p.m. the day of the meeting. Recorded messages will not be played at the meeting, but will be provided to the Council.

In accordance with Ordinance No. 10-01, any person making personal, impertinent, slanderous or profane remarks or who becomes boisterous while addressing the Council shall be called to order by the Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council further during that meeting, unless permission to continue is granted by a majority vote of the Council.

Please contact the City Clerk's Office at (714) 744-5500 with any questions.

ADA Requirements: In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, please contact the City Clerk's office at (714) 744-5500. Notification at least 48 hours in advance of meeting will enable the City to make arrangements to assure accessibility to this meeting.

REMINDER: Please silence all electronic devices while City Council is in session.

5:00 PM CLOSED SESSION

1. CALL TO ORDER

1.1 ROLL CALL

2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, members of the public may address the Council on Closed Session items only. Public Comments are limited to three (3) minutes per speaker.

3. RECESS TO CLOSED SESSION

a. PUBLIC EMPLOYMENT

Pursuant to Government Code Section 54957(b)1
Title: City Attorney

b. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6
City Negotiators: Jarad Hildenbrand, City Manager; Tom Kisela, Interim City Manager; Monica Espinoza, Human Resources
Employee Organizations: Orange Management Association, International Brotherhood of Electrical Workers (IBEW) Local 47 (Maintenance and Crafts and Water Division), and Top Management

c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9. (One potential case)

4. CLOSED SESSION REPORT

5. ADJOURNMENT

The City Council will adjourn to the 6:00 p.m. Regular Session in the Council Chamber.

6:00 PM REGULAR SESSION

1. OPENING/CALL TO ORDER

1.1 INVOCATION

Rev. Father Neil Edlin, St. Mary Magdalene Church

1.2 PLEDGE OF ALLEGIANCE

Mayor Dan Slater

1.3 ROLL CALL

1.4 ANNOUNCEMENTS

1.5 REPORT ON CLOSED SESSION ACTIONS

2. PUBLIC COMMENTS

At this time, members of the public may address the Council on matters not listed on the agenda within the subject matter jurisdiction of the City Council, provided that NO action may be taken on off-agenda items unless authorized by law. Public Comments are limited to three (3) minutes per speaker unless a different time limit is announced.

3. CONSENT CALENDAR

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any member of the City Council, staff, or the public may request an item be removed from the Consent Calendar for discussion or separate action. Unless otherwise specified in the request to remove an item from the Consent Calendar, all items removed shall be considered immediately following action on the remaining items on the Consent Calendar.

3.1. Waive reading in full of all ordinances on the Agenda.

Recommended Action:

Approve.

Attachments: Staff Report

3.2. Confirmation of accounts payable warrant registers dated July 15, 17, 24, 29, and 31, 2025 and payroll check warrants date July 3 and 18, 2025.

Recommended Action:

Ratify the accompanying registers.

Attachments: Staff Report
July 3 2025 Payroll Warrant Writing Register
July 18 2025 Payroll Warrant Writing Register
July 15, 2025 Warrant Writing Register
July 17, 2025 Warrant Writing Register
July 24, 2025 Warrant Writing Register
July 29, 2025 Warrant Writing Register
July 31, 2025 Warrant Writing Register

3.3. Approval of minutes of the City of Orange City Council Special Meeting held on July 19, 2025; and Regular Meeting held on July 22, 2025.

Recommended Action:

Approve minutes as presented.

Attachments: Staff Report
July 19, 2025, Special Meeting minutes
July 22, 2025, Regular Meeting minutes

3.4. Agreement with Siemens Industry, Inc., as a single source vendor, for video surveillance cameras, hardware, and licensing for the new Police Department Property storage facility.

Recommended Action:

Approve the agreement with Siemens Industry, Inc. in the amount of $46,458 for a video surveillance system; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Agreement with Siemens Industry, Inc.

3.5. Agreement with The Orange Chamber of Commerce Foundation to produce the annual Orange May Parade.

Recommended Action:

Approve the agreement with The Orange Chamber of Commerce Foundation to produce the annual Orange May Parade; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Agreement with the Orange Chamber of Commerce Foundation

3.6. Agreement with Robertson Industries, Inc. for maintenance and repair of rubberized play surface material for tot lots in five City parks.

Recommended Action:

Approve the agreement with Robertson Industries, Inc. in the amount not to exceed $56,522.40 for maintenance and repair of rubberized play surface material to maintain safe fall zones in five City park tot lots; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Agreement with Robertson Industries, Inc.

3.7. Agreement with CentralSquare Technologies, LLC for maintenance of the Police Department's Computer Aided Dispatch and Records Management System.

Recommended Action:

Approve the agreement with CentralSquare Technologies, LLC in the amount of $56,332.37 for maintenance of the Police Department's computer aided dispatch and records management system; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Agreement with CentralSquare Technologies, LLC

3.8. First Amendment to Attorney Services Agreement with Bordin Semmer, LLP to provide legal services relating to litigation defense in the matter of Brandon Jacob Hull v. City of Orange, et al.

Recommended Action:

Approve a First Amendment to Attorney Services Agreement with Bordin Semmer, LLP in the amount of $30,000; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
First Amendment to Attorney Services Agreement with Bordin Semmer, LLP

3.9. Cooperative agreement with the City of Santa Ana for the Main Street Slurry Seal and Resurfacing Project.

Recommended Action:

Approve the cooperative agreement with the City of Santa Ana in the amount of $104,670, representing the City of Orange's share of the estimated construction costs plus a 15% contingency, for the Main Street Slurry Seal and Resurfacing Project; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Cooperative Agreement with City of Santa Ana

3.10. Award of Sourcewell Contract to Horizons Construction Company International, Inc. for improvements at Main, Taft, and El Modena Library branches; and finding of California Environmental Quality Act exemption.

Recommended Action:

1. Approve the contract with Horizons Construction Company International, Inc. in the amount of $707,433 and a 10% contingency of $70,744, for a total not to exceed $778,177 for construction and facility improvements at the Main, Taft, and El Modena Library branches; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15301 (Class 1 - Existing Facilities).
3. Authorize the appropriation of $489,884.27 from the Developer Impact Fees - Library Fund (580) unreserved fund balance to:
   580-2101-84101-262113-20 $92,581.84
   580-2101-84101-262108-20 $168,274.42
   580-2101-84101-262107-20 $229,028.01
4. Authorize the following budget transfer in the Capital Projects Fund (500):
   From: 500-2101-84101-252107-20- Main Library Facility Improvements $24,213.55
   To: 500-2101-84101-252109-20- HVAC Replacement - Library $24,213.55
5. Authorize the following budget transfer in the General Fund (100):
   From: 100-2101-53101-252103-20-PatronDonations $7,500
   To: 100-2101-53101-252107-20- Main Library Facility Improvements $7,500

Attachments: Staff Report
Contract with Horizons Construction Company International, Inc.

3.11. Award of Contract to Tess Electric Inc. for electrical on-call services.

Recommended Action:

Approve the contract with Tess Electric Inc. in the amount of $210,000 for electrical on-call services; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Contract with Tess Electric Inc.
Rating Summation

3.12. Notice of Completion and Acceptance for Community Development Block Grant Fiscal Year 2024-2025 Pixley Neighborhood Street Rehabilitation Project; Bid No. 24-25.14 (SP-4293).

Recommended Action:

1. Accept the Community Development Block Grant Fiscal Year 2024-2025 Pixley Street Neighborhood Street Rehabilitation Project as complete.
2. Authorize the City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

Attachments: Staff Report
Notice of Completion and Acceptance

3.13. Notice of Completion and Acceptance for Annual Sewer Line Replacement / Maintenance Fiscal Year 2024-2025; Bid No. 24-25.04 (S-252).

Recommended Action:

1. Accept the Annual Sewer Line Replacement / Maintenance Fiscal Year 2024-2025 project as complete.
2. Authorize City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

Attachments: Staff Report
Notice of Completion and Acceptance

3.14. Annual review and approval of the Statement of Investment Policy for Fiscal Year 2025-26.

Recommended Action:

Adopt the Fiscal Year 2025-26 City of Orange Investment Policy.

Attachments: Staff Report
FY 2025-26 City of Orange Investment Policy (redlined version)
FY 2025-26 City of Orange Investment Policy (clean version)

3.15. Side Letter Agreement between the City of Orange and the Orange City Firefighters, Inc. Local 2384 of the International Association of Fire Fighters, AFL-CIO. Resolution No. 11627.

Recommended Action:

1. Adopt Resolution No. 11627. A Resolution of the City Council of the City of Orange establishing a side letter agreement between the City of Orange and the Orange City Firefighters, Inc. Local 2384 of the International Association of Fire Fighters, AFL-CIO, effective July 1, 2020, through and including June 30, 2026.
2. Authorize staff to implement terms and incorporate the Side Letter Agreement into a future Memorandum of Understanding.

Attachments: Staff Report
Resolution No. 11627

3.16. Adoption of Financial Management Policies. Resolution No. 11628.

Recommended Action:

Adopt Resolution No. 11628. A Resolution of the City Council of the City of Orange approving and adopting Financial Management Policies.

Attachments: Staff Report
Attachment A Resolution No. 11628
Attachment B Draft Financial Management Policies
Attachment C Revised Financial Management Policies (redline)
Attachment D Revised Financial Management Policies (clean)

3.17. Memorandum of Understanding between the City of Orange and the Orange Municipal Employees' Association. Resolution No. 11629.

Recommended Action:

Adopt Resolution No. 11629. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11511 and approving the Memorandum of Understanding between the City of Orange and the Orange Municipal Employees' Association, concerning wages, hours, and other conditions of employment effective July 1, 2025, through and including June 30, 2026.

Attachments: Staff Report
Resolution No. 11629

END OF CONSENT CALENDAR

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4. REPORTS FROM MAYOR SLATER

4.1. Discussion on how best to implement Grant Thornton recommendations

4.2. Discussion on revising the Design Review Committee ordinance

5. REPORTS FROM COUNCILMEMBERS

An opportunity for Councilmembers to make a brief announcement, report, or request. Pursuant to Government Code Section 54954.2(a)(3), no action(s) or discussion(s) shall be undertaken on any item not appearing on the posted agenda.

5.1. Highlight Local Business (Gutierrez)

6. AB 1234 REPORTS

This is the time for all AB 1234 reports required pursuant to Government Code Section 53232.3(d) on meetings and conferences attended at the City's expense.

7. REPORTS FROM BOARDS, COMMITTEES, AND COMMISSIONS

7.1. Appointment to the Orange Public Library Board of Trustees.

Recommended Action:

Confirm Mayor Slater's recommendation to appoint Sharon Zimmerman to the Orange Public Library Board of Trustees for a three-year term ending on June 30, 2028.

Attachments: Staff Report

8. REPORTS FROM CITY MANAGER

9. ADMINISTRATIVE REPORTS

9.1. Amended and Restated Agreement with Orange International Street Fair, Inc. to produce both Treats in the Streets and the annual Tree Lighting Ceremony.

Recommended Action:

Approve the amended and restated agreement with Orange International Street Fair, Inc. to produce the annual Treats in the Streets event and the annual Tree Lighting Ceremony; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments:
Staff Report
Amended and Restated Agreement with Orange International Street Fair, Inc.
Letter of Intent

9.2. Memorandum of Agreement between the City of Orange and the Mabury Ranch Homeowner's Association for tree maintenance. (Continued from May 13, 2025)

Recommended Action:

Approve the Memorandum of Agreement with Mabury Ranch Homeowner's Association for tree maintenance at an initial cost of $99,000, and an ongoing tree maintenance cost of $5,000 annually.

Attachments:
Staff Report
Memorandum of Agreement
City Arborist Report
Serrano and Cannon Inspection Note

9.3. Establishment of Permit Parking Area "AC" to be comprised of both sides of E. Via Lardo Avenue from S. Hewes Street to easterly terminus. Resolution No. 11626.

Recommended Action:

Adopt Resolution 11626 approving permit parking on Via Lardo Avenue. A Resolution of the City Council of the City of Orange adopting a revised master resolution of designated permit parking areas and established permit parking opportunity areas within the City of Orange.

Attachments:
Staff Report
Attachment 1 Resolution No. 11626
Attachment 2 Via Lardo Activation Map
Attachment 3 City Traffic Commission Staff Report June 11, 2025
Attachment 4 Draft City Traffic Commission Minutes June 11, 2025
Attachment 5 Notification Letter Via Lardo

9.4. Presentation of Orange Yards vision for development in the West Katella gateway area.

Recommended Action:

Receive and file.

Attachments: Staff Report

9.5. Investment Portfolio Update for April, May, and June of 2025.

Recommended Action:

Receive and file.

Attachments: Staff Report
Chandler Monthly Investment Report April 2025
Chandler Monthly Investment Report May 2025
Chandler Monthly Investment Report June 2025
Chandler Investment Report for the Period Ending June 30, 2025

10. ADJOURNMENT

The next Regular City Council meeting will be held on Tuesday, August 26, 2025, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m., if necessary.

I, Pamela Coleman, CMC, City Clerk for the City of Orange, do hereby declare, under penalty of perjury, that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at the following locations: Orange Civic Center kiosk and Orange City Clerk's Office at 300 E. Chapman Avenue, Orange Main Public Library at 407 E. Chapman Avenue, Police facility at 1107 N. Batavia Street, and uploaded to the City's website www.cityoforange.org.

Date posted: August 7, 2025

Agenda Item

City Council

Item #: 3.1. 8/12/2025 **File #:** 25-0441

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Pamela Coleman, City Clerk/City Clerk Services Director**

1. SUBJECT
Waive reading in full of all ordinances on the Agenda.

2. SUMMARY
This item asks the City Council to waive the reading in full of all ordinances on the agenda (if any) and approve their reading by title only.

State law requires that all ordinances be read in full either at the time of the introduction or at the time of passage, unless a motion waiving further reading is adopted by a majority of the City Council (Gov. Code § 36934).

3. RECOMMENDED ACTION
Approve.

4. ATTACHMENTS
- None

Agenda Item

City Council

Item #: 3.1. 8/12/2025 **File #:** 25-0441

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Pamela Coleman, City Clerk/City Clerk Services Director**

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2. SUMMARY
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State law requires that all ordinances be read in full either at the time of the introduction or at the time of passage, unless a motion waiving further reading is adopted by a majority of the City Council (Gov. Code § 36934).

3. RECOMMENDED ACTION
Approve.

4. ATTACHMENTS
- None

Agenda Item

City Council

Item #: 3.2. 8/12/2025 **File #:** 25-0463

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Trang Nguyen, Finance Director**

1. SUBJECT

Confirmation of accounts payable warrant registers dated July 15, 17, 24, 29, and 31, 2025 and payroll check warrants date July 3 and 18, 2025.

2. SUMMARY

Per Government Code Section 37208, the accounts payable warrant writings and payroll check warrants for the above listed dates are submitted for approval by the City Council.

3. RECOMMENDED ACTION

Ratify the accompanying registers.

4. DISCUSSION AND BACKGROUND

Government Code Section 37208(a) provides that payroll warrants or checks need not be audited by the legislative body prior to payment. Payrolls shall be presented to the legislative body for ratification and approval at the first meeting after delivery of the payroll warrants or checks. The sum of payroll warrants and checks issued is noted in the attachments.

Government Code Section 37208(b) provides that accounts payable warrants or checks drawn in payment of demands certified or approved by the city clerk as conforming to a budget approved by ordinance or resolution of the legislative body need not be audited by the legislative body prior to payment. The checks issued in the attached warrant registers have been certified to be in accordance with the City's approved budget.

5. ATTACHMENTS

- July 3, 2025 Payroll Warrant Information
- July 18, 2025 Payroll Warrant Information
- July 15, 2025 Warrant Writing Register
- July 17, 2025 Warrant Writing Register
- July 24, 2025 Warrant Writing Register

- July 29, 2025 Warrant Writing Register
- July 31, 2025 Warrant Writing Register

Agenda Item

City Council

Item #: 3.2. 8/12/2025 **File #:** 25-0463

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Trang Nguyen, Finance Director**

1. SUBJECT

Confirmation of accounts payable warrant registers dated July 15, 17, 24, 29, and 31, 2025 and payroll check warrants date July 3 and 18, 2025.

2. SUMMARY

Per Government Code Section 37208, the accounts payable warrant writings and payroll check warrants for the above listed dates are submitted for approval by the City Council.

3. RECOMMENDED ACTION

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4. DISCUSSION AND BACKGROUND

Government Code Section 37208(a) provides that payroll warrants or checks need not be audited by the legislative body prior to payment. Payrolls shall be presented to the legislative body for ratification and approval at the first meeting after delivery of the payroll warrants or checks. The sum of payroll warrants and checks issued is noted in the attachments.

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5. ATTACHMENTS

- July 3, 2025 Payroll Warrant Information
- July 18, 2025 Payroll Warrant Information
- July 15, 2025 Warrant Writing Register
- July 17, 2025 Warrant Writing Register
- July 24, 2025 Warrant Writing Register

- July 29, 2025 Warrant Writing Register
- July 31, 2025 Warrant Writing Register

City of Orange
Finance Department - PAYROLL

PAYROLL WARRANT INFORMATION

PAY PERIOD:	6/15/25	to	6/28/25
PAYCHECK DATE:	Jul 3, 2025		
TOTAL AMOUNT (CHECKS & DIRECT DEPOSIT) :	$ 3,916,738.33		
Total Employees Paid:	*710*	***Total Vendors Paid :***	*24*

Requestor Signature:

Digitally signed by Trang Nguyen
DN: cn=Trang Nguyen, c=US, o=City of Orange, ou=Finance Department, email=nguyent@cityoforange.org
Date: 2025.07.21 13:56:57 -07'00'

In accordance with Government Code Section 37202, I hereby certify and attest that the referenced demand conforms with the approved budget. I also certify and attest to the accuracy of the demands and the availability of funds for payment thereof.

Please review and approve before: 7/31/25

Date: 7/24/25 Digitally signed by Pamela Coleman DN: cn=Pamela Coleman, c=US, o=City of Orange, ou=City Clerk Department, email=pcoleman@cityoforange.org Reason: I agree to the terms defined by the placement of my signature on this document Date: 2025.07.24 10:14:08 -07'00' *Trang Nguyen,* *Finance Director*	**Comments:**
Date: 7/24/25 Digitally signed by Pamela Coleman DN: cn=Pamela Coleman, c=US, o=City of Orange, ou=City Clerk Department, email=pcoleman@cityoforange.org Reason: I agree to the terms defined by the placement of my signature on this document Date: 2025.07.24 10:14:08 -07'00' *Pamela Coleman,* *City Clerk*	**Comments:**

City of Orange
Finance Department - PAYROLL

PAYROLL WARRANT INFORMATION

PAY PERIOD:	6/29/25 to 7/12/25		
PAYCHECK DATE:	Jul 18, 2025		
TOTAL AMOUNT (CHECKS & DIRECT DEPOSIT) :	$ 4,570,657.80		
Total Employees Paid:	*700*	***Total Vendors Paid :***	*12*

Requestor Signature:

Digitally signed by Trang Nguyen
DN: cn=Trang Nguyen, c=US, o=City of Orange, ou=Finance Department, email=nguyent@cityoforange.org
Date: 2025.07.17 19:00:17 -07'00'

In accordance with Government Code Section 37202, I hereby certify and attest that the referenced demand conforms with the approved budget. I also certify and attest to the accuracy of the demands and the availability of funds for payment thereof.

Please review and approve before: 7/31/25

Date: 7/22/25 Digitally signed by Pamela Coleman DN: cn=Pamela Coleman, c=US, o=City of Orange, ou=City Clerk Department, email=pcoleman@cityoforange.org Reason: I agree to the terms defined by the placement of my signature on this document Date: 2025.07.22 11:34:26 -07'00' *Trang Nguyen,* *Finance Director*	**Comments:**
Date: 7/22/25 Digitally signed by Pamela Coleman DN: cn=Pamela Coleman, c=US, o=City of Orange, ou=City Clerk Department, email=pcoleman@cityoforange.org Reason: I agree to the terms defined by the placement of my signature on this document Date: 2025.07.22 11:34:26 -07'00' *Pamela Coleman,* *City Clerk*	**Comments:**

PAID INVOICES REPORT

CHECK RUN:250812-1 TO FISCAL 2026/01 07/01/2024 TO 07/15/2025

VENDOR NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
10063 ANIMAL FRIENDS PET HOTEL								
145	06/18/25		1009	P	07/15/25		Other Prof/Technical Serv	100.00
INVOICE: 715920365						100-4121-55999-		
146	06/30/25		1009	P	07/15/25		Other Prof/Technical Serv	35.20
INVOICE: 715927093						100-4121-55999-		
147	06/21/25		1009	P	07/15/25		Other Prof/Technical Serv	738.00
INVOICE: 717582083						100-4121-55999-		
148	06/29/25		1010	P	07/15/25		Other Prof/Technical Serv	598.00
INVOICE: 717588132						100-4121-55999-		
VENDOR TOTALS		.00 YTD INVOICED				13,940.60 YTD PAID		1,471.20
11254 ARC DOCUMENT SOLUTIONS LLC								
32	06/26/25		1011	P	07/15/25		Printing/Binding Services	269.38
INVOICE: 12846443						100-3011-55104-		
32	06/26/25		1011	P	07/15/25		Printing/Binding Services	280.15
INVOICE: 12846443						100-3122-55104-		
VENDOR TOTALS		.00 YTD INVOICED				2,079.99 YTD PAID		549.53
7191 AT & T								
191	07/04/25		1012	P	07/15/25		Other Prof/Technical Serv	31.58
INVOICE: 07/04/25						100-1502-55999-		
191	07/04/25		1012	P	07/15/25		Telephone Services	31.58
INVOICE: 07/04/25						100-3011-56201-		
191	07/04/25		1012	P	07/15/25		Repair/Maint Services - E	31.58
INVOICE: 07/04/25						100-5601-56101-		
191	07/04/25		1012	P	07/15/25		Other Repair/Maint Servic	499.76
INVOICE: 07/04/25						100-5601-56999-		
191	07/04/25		1012	P	07/15/25		Telephone Services	2,017.34
INVOICE: 07/04/25						100-1601-56201-		
VENDOR TOTALS		.00 YTD INVOICED				18,425.04 YTD PAID		2,611.84
2313 BURRO CANYON SHOOTING PARK								
24	06/23/25		1013	P	07/15/25		Training/Conference/Meeti	30.00
INVOICE: 3547						100-4011-57101-		

PAID INVOICES REPORT

CHECK RUN:250812-1 TO FISCAL 2026/01 07/01/2024 TO 07/15/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	.00 YTD INVOICED		440.00 YTD PAID					30.00
10035	JOSEPH CHAVEZ								
	38	06/24/25		1014	P	07/15/25		Uniforms & Clothing	150.00
	INVOICE: RUNNING SHOES 24-25						100-3011-53102-		
	VENDOR TOTALS	.00 YTD INVOICED		1,043.98 YTD PAID					150.00
974	DELTA DENTAL PLAN								
	77	06/30/25		1015	P	07/15/25		Health, Dental, Life Insu	43,686.90
	INVOICE: BE006643276C						100-1401-52001-		
	79	06/30/25		1015	P	07/15/25		Other Prof/Technical Serv	6,973.82
	INVOICE: BE006643276A						100-1401-55999-		
	VENDOR TOTALS	.00 YTD INVOICED		561,387.12 YTD PAID					50,660.72
2741	EMERGENCY RESPONSE CRIME SCENE								
	55	06/19/25		1016	P	07/15/25		Other Prof/Technical Serv	750.00
	INVOICE: OP2025-316						100-4011-55999-		
	VENDOR TOTALS	.00 YTD INVOICED		7,175.00 YTD PAID					750.00
20281	HILLSIDE PROJECT INC								
	91	06/25/25		1017	P	07/15/25		Uniforms & Clothing	4,310.00
	INVOICE: 1056						100-3011-53102-		
	VENDOR TOTALS	.00 YTD INVOICED		4,310.00 YTD PAID					4,310.00
19212	IE INC.								
	161	07/09/25		1018	P	07/15/25		Electrical Permits	11.20
	INVOICE: Mech25-0155						100-6201-42728-		
	161	07/09/25		1018	P	07/15/25		Mechanical Permits	274.40
	INVOICE: Mech25-0155						100-6201-42729-		
	VENDOR TOTALS	.00 YTD INVOICED		285.60 YTD PAID					285.60
891	J J KELLER & ASSOCIATES INC								
	36	06/23/25		1019	P	07/15/25		Other Prof/Technical Serv	99.00
	INVOICE: 9110259276						731-1306-55999-		
	VENDOR TOTALS	.00 YTD INVOICED		1,287.00 YTD PAID					99.00

PAID INVOICES REPORT

CHECK RUN:250812-1 TO FISCAL 2026/01 07/01/2024 TO 07/15/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
3769	ANDY LAURIDSEN								
	90	06/30/25		1020	P	07/15/25		Uniforms & Clothing	150.00
	INVOICE: RUNNING SHOES 6/30						100-3011-53102-		
	VENDOR TOTALS		.00 YTD INVOICED				150.00 YTD PAID		150.00
19237	NIMA ALIPOUR DO INC								
	102	06/20/25		1021	P	07/15/25		Other Prof/Technical Serv	165.00
	INVOICE: 00077855-00						731-1306-55999-		
	VENDOR TOTALS		.00 YTD INVOICED				19,854.33 YTD PAID		165.00
52	ODP OFFICE SOLUTIONS LLC								
	109	06/30/25		1022	P	07/15/25		Operating Materials & Sup	262.87
	INVOICE: 22980157						100-1201-53101-		
	109	06/30/25		1022	P	07/15/25		Operating Materials & Sup	107.03
	INVOICE: 22980157						100-1801-53101-		
	109	06/30/25		1022	P	07/15/25		Operating Materials & Sup	33.63
	INVOICE: 22980157						100-2102-53101-		
	109	06/30/25		1022	P	07/15/25		Operating Materials & Sup	226.07
	INVOICE: 22980157						100-3011-53101-		
	109	06/30/25		1022	P	07/15/25		Operating Materials & Sup	79.21
	INVOICE: 22980157						100-4001-53101-		
	109	06/30/25		1022	P	07/15/25		Operating Materials & Sup	146.13
	INVOICE: 22980157						100-4131-53101-		
	109	06/30/25		1022	P	07/15/25		Operating Materials & Sup	187.48
	INVOICE: 22980157						100-4141-53101-		
	109	06/30/25		1022	P	07/15/25		Operating Materials & Sup	181.87
	INVOICE: 22980157						100-7001-53101-		
	109	06/30/25		1022	P	07/15/25		Operating Materials & Sup	96.27
	INVOICE: 22980157						100-5401-53101-		
	VENDOR TOTALS		.00 YTD INVOICED				53,524.74 YTD PAID		1,320.56
331	RED WING SHOE STORES								
	27	07/01/25		1023	P	07/15/25		Noncapitalize Equipment	500.00
	INVOICE: 855ST1-525851						731-1306-54101-		
	33	07/01/25		1023	P	07/15/25		Noncapitalize Equipment	392.19

PAID INVOICES REPORT

CHECK RUN:250812-1 TO FISCAL 2026/01 07/01/2024 TO 07/15/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: 855ST1-562740						731-1306-54101-		
	34	07/01/25		1023	P	07/15/25		Noncapitalize Equipment	242.42
	INVOICE: 855ST1-563323						731-1306-54101-		
	35	07/01/25		1023	P	07/15/25		Noncapitalize Equipment	75.41
	INVOICE: 855ST1-564845						731-1306-54101-		
	VENDOR TOTALS		.00 YTD INVOICED				29,525.06 YTD PAID		1,210.02
2131	RELIANCE STANDARD LIFE INS CO								
	22	06/01/25		1024	P	07/15/25		Life Insurance Withholdin	10,814.46
	INVOICE: 202506 BG #01000001						100-0000-20417-		
	22	06/01/25		1024	P	07/15/25		Disability-Reliance	9,974.70
	INVOICE: 202506 BG #01000001						100-0000-20437-		
	VENDOR TOTALS		.00 YTD INVOICED				262,600.91 YTD PAID		20,789.16
16802	SOUTHERN CALIFORNIA SHREDDING								
	26	06/25/25		1025	P	07/15/25		Other Prof/Technical Serv	130.00
	INVOICE: 284675						100-4011-55999-		
	VENDOR TOTALS		.00 YTD INVOICED				1,900.00 YTD PAID		130.00
19594	ULTIMATE IMAGE PRINTING INC								
	85	06/30/25		1026	P	07/15/25		Misc. Operating Supplies	284.83
	INVOICE: 130420						100-3112-53199-		
	VENDOR TOTALS		.00 YTD INVOICED				284.83 YTD PAID		284.83
13781	ULTIMATE MAINTENANCE SERVICES								
	89	06/30/25		1027	P	07/15/25		Other Prof/Technical Serv	650.00
	INVOICE: 35431						100-3011-55999-		
	VENDOR TOTALS		.00 YTD INVOICED				310,979.34 YTD PAID		650.00
								REPORT TOTALS	85,617.46

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	19	85,617.46

** END OF REPORT - Generated by Holli Kittleson **

City of Orange

Finance Department - Accounts Payable

WW # 0317

WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 07/15/25 1 of 5 reports for 08/12/25 Council Meeting
Notes:	
Requester Signature:	eSigned via GovOS.com Holli Kittleson Key: c75eb71bc2d138050ea61da6a02e3123 — Date: 07-16-2025

AGENDA ITEM NO. 3.2

I certify that the attached register of demands has been prepared and audited under my direction and supervision. I also certify that each demand is accurately set forth and correctly stated, that each is a legal obligation of the City, and that there are sufficient funds available for the payment of each demand.

Please review and approve before:

eSigned via GovOS.com Lillian Wen Key: 255ce3af4128a3a50bd1b4b009bc5bbc 07-16-2025 Lillian Wen, Finance — Date	Comments:
eSigned via GovOS.com Tom Kisela Key: d3b9b88f-da90-4693-bd42-b7973c0a7d37 07-16-2025 Tom Kisela, City Manager — Date	Comments:
eSigned via GovOS.com Pamela Coleman Key: 52f7c7947ed47a25c77b48742be39aca 08-04-2025 Pam Coleman, City Clerk — Date	Comments:

PAID INVOICES REPORT

CHECK RUN:250812-2 TO FISCAL 2026/01 07/01/2025 TO 07/17/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
17948	3E COMPANY ENVIRONMENTAL									
	81	07/08/25		1028	P	07/17/25	7301306	55999	Other Prof/Technical Serv	2,579.03
	INVOICE: INV-US-122030									
	VENDOR TOTALS		2,579.03 YTD INVOICED					2,579.03 YTD PAID		2,579.03
16271	A FRANCINI MD PC									
	342	07/14/25		1029	P	07/17/25	7301306	50299	Misc. Liability Expenses	3,825.00
	INVOICE: 1307									
	VENDOR TOTALS		3,825.00 YTD INVOICED					3,825.00 YTD PAID		3,825.00
25010	EDUARDO BOTTGER									
	387	07/16/25		1030	P	07/17/25	100	20106	LMS Customer Deposits Pay	2,208.25
	INVOICE: GP25-0030 REFUND									
	VENDOR TOTALS		2,208.25 YTD INVOICED					2,208.25 YTD PAID		2,208.25
60	C S U L B FOUNDATION									
	164	07/10/25		1031	P	07/17/25	1004011	57101	Training/Conference/Meeti	466.00
	INVOICE: 0721242025									
	165	07/10/25		1031	P	07/17/25	1004011	57101	Training/Conference/Meeti	405.00
	INVOICE: 0804062025CSULB									
	VENDOR TOTALS		871.00 YTD INVOICED					871.00 YTD PAID		871.00
75	CALIFORNIA POLICE CHIEFS ASSN									
	57	07/01/25		1032	P	07/17/25	1004001	57104	Dues & Memberships	2,673.00
	INVOICE: 11395									
	VENDOR TOTALS		2,673.00 YTD INVOICED					2,673.00 YTD PAID		2,673.00
1011	CHEVRON U S A INC									
	411	07/06/25		1033	P	07/17/25	1004133	53299	Other Repair & Maint. Sup	472.86
	INVOICE: 105921239									
	VENDOR TOTALS		472.86 YTD INVOICED					472.86 YTD PAID		472.86
19887	BURKE CRAGHEAD									
	97	07/02/25		1034	P	07/17/25	6005802	57101	Training/Conference/Meeti	1,340.00
	INVOICE: 695									
	VENDOR TOTALS		1,340.00 YTD INVOICED					1,340.00 YTD PAID		1,340.00
25009	TAN DANG									
	357	07/16/25		1035	P	07/17/25	100	20106	LMS Customer Deposits Pay	268.00
	INVOICE: GP25-0017									
	VENDOR TOTALS		268.00 YTD INVOICED					268.00 YTD PAID		268.00
2513	DELTA DENTAL INSURANCE CO									

PAID INVOICES REPORT

CHECK RUN:250812-2 TO FISCAL 2026/01 07/01/2025 TO 07/17/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	29	07/01/25		1036	P	07/17/25	100	20415	Dental Insurance Withhold	6,855.06
	INVOICE: BE006631395									
	VENDOR TOTALS		6,855.06 YTD INVOICED					6,855.06 YTD PAID		6,855.06
1990	EYEMED									
	31	07/01/25		1037	P	07/17/25	100	20416	Vision Insurance Withhold	1,160.47
	INVOICE: 166886669									
	VENDOR TOTALS		1,160.47 YTD INVOICED					1,160.47 YTD PAID		1,160.47
7956	HARDIN HONDA									
	133	07/13/25		1038	P	07/17/25	1004133	56301	Rents & Leases	599.79
	INVOICE: 483245332 7/13/25									
	134	07/24/25		1039	P	07/17/25	1004133	56301	Rents & Leases	585.79
	INVOICE: 487763993 7/24/25									
	135	07/14/25		1040	P	07/17/25	1004133	56301	Rents & Leases	589.79
	INVOICE: 491544049 7/14/25									
	136	07/20/25		1041	P	07/17/25	1004121	56301	Rents & Leases	550.75
	INVOICE: 493269318 7/20/25									
	VENDOR TOTALS		2,326.12 YTD INVOICED					2,326.12 YTD PAID		2,326.12
4358	HILLTOP ALARMS INC									
	120	07/01/25		1042	P	07/17/25	1007203	56999	Other Repair/Maint Servic	225.00
	INVOICE: 46786									
	215	07/01/25		1042	P	07/17/25	1007203	56999	Other Repair/Maint Servic	225.00
	INVOICE: 46765									
	216	07/01/25		1042	P	07/17/25	1007203	56999	Other Repair/Maint Servic	225.00
	INVOICE: 46691									
	VENDOR TOTALS		.00 YTD INVOICED					675.00 YTD PAID		675.00
9564	INFOSEND INC									
	181	07/07/25		1043	P	07/17/25	6005802	55103	Publicity/Advertising Ser	1,594.79
	INVOICE: 290423									
	VENDOR TOTALS		1,594.79 YTD INVOICED					1,594.79 YTD PAID		1,594.79
20475	JOE MAR POLYGRAPH									
	124	07/04/25		1044	P	07/17/25	1004011	55000	Contractual Services	250.00
	INVOICE: 25-032-OPD									
	125	07/07/25		1044	P	07/17/25	1004011	55000	Contractual Services	250.00
	INVOICE: 25-033-OPD									
	VENDOR TOTALS		500.00 YTD INVOICED					500.00 YTD PAID		500.00
1867	MISSION LINEN SUPPLY									
	127	07/09/25		1045	P	07/17/25	1004011	55999	Other Prof/Technical Serv	226.92
	INVOICE: 524198238									
	128	07/02/25		1045	P	07/17/25	1004011	55999	Other Prof/Technical Serv	226.92

PAID INVOICES REPORT

CHECK RUN:250812-2 TO FISCAL 2026/01 07/01/2025 TO 07/17/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: 524150966								
	VENDOR TOTALS	453.84 YTD INVOICED					453.84 YTD PAID		453.84
928	ORANGE CNTY CHIEFS & SHERIFFS								
	311	07/10/25		1046	P	07/17/25	1004001	57104 Dues & Memberships	500.00
	INVOICE: 2025-2026 OCCPSA								
	VENDOR TOTALS	500.00 YTD INVOICED					500.00 YTD PAID		500.00
297	ORANGE COUNTY TRAINING MANAGER								
	60	07/01/25		1047	P	07/17/25	1004011	57104 Dues & Memberships	100.00
	INVOICE: 25-26 OCTMA DUES								
	VENDOR TOTALS	100.00 YTD INVOICED					100.00 YTD PAID		100.00
15586	POINT EMBLEMS								
	62	06/18/25		1048	P	07/17/25	1004011	53102 Uniforms & Clothing	64.01
	INVOICE: 18677								
	VENDOR TOTALS	64.01 YTD INVOICED					64.01 YTD PAID		64.01
1876	PRADO FAMILY SHOOTING RANGE								
	126	07/06/25		1049	P	07/17/25	1004011	55000 Contractual Services	450.00
	INVOICE: 7499								
	VENDOR TOTALS	450.00 YTD INVOICED					450.00 YTD PAID		450.00
7910	SPECIAL SERVICES GROUP LLC								
	59	05/29/25		1050	P	07/17/25	3554133	53199 Misc. Operating Supplies	2,400.00
	INVOICE: Q919702								
	VENDOR TOTALS	2,400.00 YTD INVOICED					2,400.00 YTD PAID		2,400.00
1303	SUNRISE MULTISPECIALIST MED CT								
	316	07/15/25		1051	P	07/17/25	7301306	50202 Worker's Compensation	178.32
	INVOICE: 00196069-00								
	VENDOR TOTALS	178.32 YTD INVOICED					178.32 YTD PAID		178.32
20346	THE WORLD FAMOUS PASCUAL								
	309	07/14/25		1052	P	07/17/25	1004011	53102 Uniforms & Clothing	178.71
	INVOICE: 000060								
	310	07/14/25		1052	P	07/17/25	1004011	53102 Uniforms & Clothing	178.71
	INVOICE: 000061								
	VENDOR TOTALS	357.42 YTD INVOICED					357.42 YTD PAID		357.42
413	TOYOTA OF ORANGE								
	137	07/24/25		1055	P	07/17/25	1004121	56301 Rents & Leases	498.48
	INVOICE: 010272ZV302 7/24/25								

PAID INVOICES REPORT

CHECK RUN:250812-2 TO FISCAL 2026/01 07/01/2025 TO 07/17/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	138	07/03/25		1053	P	07/17/25	1004133	56301	Rents & Leases	533.78
	INVOICE:	010272E6125 7/3/25								
	139	07/14/25		1056	P	07/17/25	1004132	56301	Rents & Leases	498.76
	INVOICE:	010272C4596 7/14/25								
	140	07/01/25		1057	P	07/17/25	1004132	56301	Rents & Leases	498.54
	INVOICE:	010272C5688 7/1/25								
	141	07/08/25		1058	P	07/17/25	1004121	56301	Rents & Leases	498.35
	INVOICE:	010272E8364 7/8/25								
	142	07/02/25		1059	P	07/17/25	1004133	56301	Rents & Leases	499.80
	INVOICE:	010272ZX260 7/2/25								
	143	07/23/25		1060	P	07/17/25	1004133	56301	Rents & Leases	491.77
	INVOICE:	010272A1808 7/23/25								
	144	07/04/25		1054	P	07/17/25	1004133	56301	Rents & Leases	498.74
	INVOICE:	010272B3581 7/4/25								
	VENDOR TOTALS		4,018.22 YTD INVOICED					4,018.22 YTD PAID		4,018.22
1336	TRAINING INNOVATIONS									
	58	06/02/25		1061	P	07/17/25	1004011	53202	Annual Software License&M	875.00
	INVOICE:	25-052								
	VENDOR TOTALS		875.00 YTD INVOICED					875.00 YTD PAID		875.00
1	U S ARMOR CORP									
	129	07/03/25		1062	P	07/17/25	1004011	54101	Noncapitalize Equipment	711.17
	INVOICE:	50192								
	130	07/03/25		1062	P	07/17/25	1004011	54101	Noncapitalize Equipment	778.41
	INVOICE:	50194								
	131	07/03/25		1062	P	07/17/25	1004011	54101	Noncapitalize Equipment	711.17
	INVOICE:	50204								
	VENDOR TOTALS		2,200.75 YTD INVOICED					2,200.75 YTD PAID		2,200.75
1480	U S BANK									
	169	06/25/25		1063	P	07/17/25	5418001	50301	Bank Service Charge	2,750.00
	INVOICE:	7793459								
	VENDOR TOTALS		2,750.00 YTD INVOICED					2,750.00 YTD PAID		2,750.00
944	UNITED PARCEL SERVICE									
	168	07/05/25		1064	P	07/17/25	1004011	53104	Postage	13.64
	INVOICE:	00005733W1275 2025								
	168	07/05/25		1064	P	07/17/25	1005001	53104	Postage	98.58
	INVOICE:	00005733W1275 2025								
	VENDOR TOTALS		112.22 YTD INVOICED					112.22 YTD PAID		112.22
2304	VISION SERVICE PLAN - (CA)									
	37	07/01/25		1065	P	07/17/25	100	20416	Vision Insurance Withhold	6,281.09
	INVOICE:	VSP 202507								

PAID INVOICES REPORT

CHECK RUN:250812-2 TO FISCAL 2026/01 07/01/2025 TO 07/17/2025

VENDOR NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		6,281.09 YTD INVOICED				6,281.09 YTD PAID		6,281.09
2111 WILLDAN FINANCIAL SERVICES								
170	06/27/25		1066	P	07/17/25	2915902 55999	Other Prof/Technical Serv	442.05
INVOICE:	010-62595							
170	06/27/25		1066	P	07/17/25	6001843 56999	Other Repair/Maint Servic	82.70
INVOICE:	010-62595							
171	06/27/25		1066	P	07/17/25	8771844 55999	Other Prof/Technical Serv	2,617.25
INVOICE:	010-62596							
VENDOR TOTALS		3,142.00 YTD INVOICED				3,142.00 YTD PAID		3,142.00
							REPORT TOTALS	51,231.45

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	39	51,231.45

** END OF REPORT - Generated by Holli Kittleson **

City of Orange

WW # 0318

Finance Department - Accounts Payable

WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 07/17/25 2 of 5 reports for 08/12/25 Council Meeting
Notes:	
Requester Signature:	eSigned via GovOS.com Holli Kittleson Key: c75eb71bc2d138050ea61da6a02e3123 — Date: 07-17-2025

AGENDA ITEM NO. 3.2

I certify that the attached register of demands has been prepared and audited under my direction and supervision. I also certify that each demand is accurately set forth and correctly stated, that each is a legal obligation of the City, and that there are sufficient funds available for the payment of each demand.

Please review and approve before:

eSigned via GovOS.com Lillian Wen Key: 255ce3af4128a3a50bd1b4b009bc5bbc Lillian Wen, Finance	07-21-2025 Date	Comments:
eSigned via GovOS.com Tom Kisela Key: d3b9b88fda90-4693-bd42-b7973c0a7d37 Tom Kisela, City Manager	07-21-2025 Date	Comments:
eSigned via GovOS.com Pamela Coleman Key: 52f7c7947ed47a25c77b48742be39aea Pam Coleman, City Clerk	07-21-2025 Date	Comments:

PAID INVOICES REPORT

CHECK RUN:250812-3 TO FISCAL 2026/01 07/01/2024 TO 07/24/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
5317	ADMINSURE INC									
	617	06/15/25	20260057	8000001	P	07/24/25	7301306	50202	Worker's Compensation	22,244.00
	INVOICE: 17987									
	618	07/15/25	20260057	8000001	P	07/24/25	7301306	50202	Worker's Compensation	22,244.00
	INVOICE: 18072									
	VENDOR TOTALS	44,488.00 YTD INVOICED					328,696.00 YTD PAID			44,488.00
13526	ALVARIA INC									
	602	07/05/25		8000002	P	07/24/25	1003011	55105	Subscription Services	150.00
	INVOICE: ASI086253									
	VENDOR TOTALS	150.00 YTD INVOICED					1,950.00 YTD PAID			150.00
2388	AT & T MOBILITY									
	507	07/09/25		8000003	P	07/24/25	6005802	56101	Repair/Maint Services - E	86.48
	INVOICE: 287303893584071720 25									
	VENDOR TOTALS	86.48 YTD INVOICED					1,124.24 YTD PAID			86.48
25000	KENDRICK BALBA									
	486	07/01/25		8000004	P	07/24/25	7311306	50203	Liability Claim Settlemen	2,128.91
	INVOICE: 042225 - BALBA									
	VENDOR TOTALS	2,128.91 YTD INVOICED					2,128.91 YTD PAID			2,128.91
60	C S U L B FOUNDATION									
	568	07/23/25		8000005	P	07/24/25	1004011	57101	Training/Conference/Meeti	1,998.00
	INVOICE: 0818292025 CSULB									
	VENDOR TOTALS	2,869.00 YTD INVOICED					7,709.00 YTD PAID			1,998.00
16378	C3 TECHNOLOGY SERVICES									
	490	07/11/25		8000006	P	07/24/25	1001601	56999	Other Repair/Maint Servic	6,909.05
	INVOICE: INV202375									
	493	07/15/25		8000006	P	07/24/25	1001601	56999	Other Repair/Maint Servic	328.51
	INVOICE: INV202509									
	495	07/21/25		8000006	P	07/24/25	1001601	56999	Other Repair/Maint Servic	4,534.78
	INVOICE: INV202793									
	VENDOR TOTALS	11,772.34 YTD INVOICED					147,402.09 YTD PAID			11,772.34
14873	CIVICPLUS INC									
	459	07/01/25		8000007	P	07/24/25	1001502	50999	Miscellaneous Expenditure	7,767.27
	INVOICE: 337382									
	VENDOR TOTALS	7,767.27 YTD INVOICED					24,820.17 YTD PAID			7,767.27
20993	HIGH THREAT INNOVATIONS									
	308	07/05/25	118608	8000008	P	07/24/25	2264011	54101	Noncapitalize Equipment	50,911.88
	INVOICE: 000415									

PAID INVOICES REPORT

CHECK RUN:250812-3 TO FISCAL 2026/01 07/01/2024 TO 07/24/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	50,911.88 YTD INVOICED				50,911.88 YTD PAID				50,911.88
891	J J KELLER & ASSOCIATES INC									
	614	07/22/25		8000009	P	07/24/25	7311306	55999	Other Prof/Technical Serv	99.00
	INVOICE: 9110348763									
	VENDOR TOTALS	99.00 YTD INVOICED				1,386.00 YTD PAID				99.00
4439	KONICA MINOLTA BUSINESS									
	487	07/15/25		8000010	P	07/24/25	1002101	56301	Rents & Leases	614.04
	INVOICE: 47440505									
	VENDOR TOTALS	614.04 YTD INVOICED				7,982.52 YTD PAID				614.04
25002	JESSE MEDRANO									
	485	07/02/25		8000011	P	07/24/25	7311306	50203	Liability Claim Settlemen	523.50
	INVOICE: 050925 - MEDRANO									
	VENDOR TOTALS	523.50 YTD INVOICED				523.50 YTD PAID				523.50
19631	CHRIS MIELKE									
	341	07/16/25		8000012	P	07/24/25	6005802	50999	Miscellaneous Expenditure	145.00
	INVOICE: 0066									
	VENDOR TOTALS	145.00 YTD INVOICED				145.00 YTD PAID				145.00
18790	NETFILE INC									
	461	06/11/25		8000013	P	07/24/25	1001502	50999	Miscellaneous Expenditure	9,120.00
	INVOICE: 10240									
	VENDOR TOTALS	9,120.00 YTD INVOICED				20,040.00 YTD PAID				9,120.00
20442	SHAWN O'BRIEN									
	566	07/23/25		8000014	P	07/24/25	1004011	57101	Training/Conference/Meeti	24.12
	INVOICE: 07/14/2025RB									
	VENDOR TOTALS	24.12 YTD INVOICED				222.48 YTD PAID				24.12
52	ODP OFFICE SOLUTIONS LLC									
	497	07/15/25		8000015	P	07/24/25	1001801	53101	Operating Materials & Sup	52.00
	INVOICE: 22980644									
	497	07/15/25		8000015	P	07/24/25	1001401	53101	Operating Materials & Sup	131.37
	INVOICE: 22980644									
	497	07/15/25		8000015	P	07/24/25	1003011	53101	Operating Materials & Sup	59.97
	INVOICE: 22980644									
	497	07/15/25		8000015	P	07/24/25	1004011	53101	Operating Materials & Sup	67.17
	INVOICE: 22980644									
	497	07/15/25		8000015	P	07/24/25	1004141	53101	Operating Materials & Sup	216.99
	INVOICE: 22980644									
	497	07/15/25		8000015	P	07/24/25	1006001	53101	Operating Materials & Sup	80.26

PAID INVOICES REPORT

CHECK RUN:250812-3 TO FISCAL 2026/01 07/01/2024 TO 07/24/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE: 22980644									
	497	07/15/25		8000015	P	07/24/25	6005802	53101	Operating Materials & Sup	-196.42
	INVOICE: 22980644									
	497	07/15/25		8000015	P	07/24/25	7311306	54101	Noncapitalize Equipment	-135.31
	INVOICE: 22980644									
	VENDOR TOTALS		276.03 YTD INVOICED					53,800.77 YTD PAID		276.03
20753	REGIONAL FIRST AID									
	613	07/15/25		8000016	P	07/24/25	7301306	54101	Noncapitalize Equipment	86.09
	INVOICE: 218594									
	VENDOR TOTALS		86.09 YTD INVOICED					6,749.55 YTD PAID		86.09
6728	RIVELLE CONSULTING SERVICES									
	484	07/19/25		8000017	P	07/24/25	7311306	55999	Other Prof/Technical Serv	4,750.00
	INVOICE: ORANGE-2025-01									
	VENDOR TOTALS		4,750.00 YTD INVOICED					9,500.00 YTD PAID		4,750.00
12784	S C SIGNS & SUPPLIES LLC									
	427	07/09/25		8000018	P	07/24/25	1003011	55999	Other Prof/Technical Serv	1,200.00
	INVOICE: 260670									
	427	07/09/25		8000018	P	07/24/25	1004121	53199	Misc. Operating Supplies	1,200.00
	INVOICE: 260670									
	VENDOR TOTALS		2,400.00 YTD INVOICED					54,268.56 YTD PAID		2,400.00
17534	JERRY THOMPSON									
	561	07/23/25		8000019	P	07/24/25	1004011	57101	Training/Conference/Meeti	153.42
	INVOICE: 07/09-11/2025RB									
	562	07/23/25		8000019	P	07/24/25	1004011	57101	Training/Conference/Meeti	102.28
	INVOICE: 07/07-08/2025RB									
	VENDOR TOTALS		255.70 YTD INVOICED					255.70 YTD PAID		255.70
944	UNITED PARCEL SERVICE									
	504	07/12/25		8000020	P	07/24/25	1004011	53104	Postage	13.60
	INVOICE: 00005733W1285 2026									
	504	07/12/25		8000020	P	07/24/25	1004011	53104	Postage	15.44
	INVOICE: 00005733W1285 2026									
	504	07/12/25		8000020	P	07/24/25	1004011	53104	Postage	13.60
	INVOICE: 00005733W1285 2026									
	504	07/12/25		8000020	P	07/24/25	1005001	53104	Postage	48.16
	INVOICE: 00005733W1285 2026									
	510	07/19/25		8000020	P	07/24/25	1001401	53104	Postage	19.84
	INVOICE: 00005733W1295 2026									
	510	07/19/25		8000020	P	07/24/25	1003011	53104	Postage	24.09
	INVOICE: 00005733W1295 2026									
	510	07/19/25		8000020	P	07/24/25	1005001	53104	Postage	48.19
	INVOICE: 00005733W1295 2026									

PAID INVOICES REPORT

CHECK RUN:250812-3 TO FISCAL 2026/01 07/01/2024 TO 07/24/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS		295.14 YTD INVOICED				5,835.98 YTD PAID		182.92
25017	ERIC A WREN								
	556	07/22/25		8000021	P	07/24/25	600 11106	Accounts Receivable - Wat	10.69
	INVOICE: 27558-00								
	VENDOR TOTALS		10.69 YTD INVOICED				10.69 YTD PAID		10.69
								REPORT TOTALS	137,789.97

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	21	137,789.97

** END OF REPORT - Generated by Holli Kittleson **

City of Orange

Finance Department - Accounts Payable

WW # 0319

WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 07/24/25 3 of 5 reports for 08/12/25 Council Meeting
Notes:	
Requester Signature:	eSigned via GovOS.com Holli Kittleson Key: c75eb71bc2d138050ea61da6a02e3123 — Date: 07-28-2025

AGENDA ITEM NO. 3.2

I certify that the attached register of demands has been prepared and audited under my direction and supervision. I also certify that each demand is accurately set forth and correctly stated, that each is a legal obligation of the City, and that there are sufficient funds available for the payment of each demand.

Please review and approve before:

eSigned via GovOS.com Lillian Wen Key: 255ce3af4128a3a50bd1b4b009bc5bbc Lillian Wen, Finance	07-28-2025 Date	Comments:
eSigned via GovOS.com Tom Kisela Key: d3b9b88fda90-4693-bd42-b7973c0a7d37 Tom Kisela, City Manager	07-28-2025 Date	Comments:
eSigned via GovOS.com Pamela Coleman Key: 52f7c7947ed47a25c77b48742be39aea Pam Coleman, City Clerk	07-29-2025 Date	Comments:

PAID INVOICES REPORT

CHECK RUN:250812-5 TO FISCAL 2025/12 07/01/2024 TO 07/29/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
1875	911 VEHICLE									
	545	06/19/25		8000025	P	07/29/25	1005401	56999	Other Repair/Maint Servic	1,623.63
	INVOICE: 11898									
	VENDOR TOTALS		2,229.44 YTD INVOICED					2,229.44 YTD PAID		1,623.63
4981	ACADEMY ELECTRIC INC									
	318	06/13/25	118069	8000026	P	07/29/25	1007203	56999	Other Repair/Maint Servic	3,100.00
	INVOICE: 1375-47									
	319	06/13/25	118069	8000026	P	07/29/25	1007203	56999	Other Repair/Maint Servic	1,400.00
	INVOICE: 1375-48									
	323	06/30/25	118069	8000026	P	07/29/25	1007203	56999	Other Repair/Maint Servic	9,500.00
	INVOICE: 1375-49									
	324	06/30/25	118069	8000026	P	07/29/25	1007203	56999	Other Repair/Maint Servic	4,975.00
	INVOICE: 1375-50									
	VENDOR TOTALS		61,429.79 YTD INVOICED					61,429.79 YTD PAID		18,975.00
5317	ADMINSURE INC									
	313	07/15/25		8000027	P	07/29/25	7311306	55999	Other Prof/Technical Serv	1,844.00
	INVOICE: 18071									
	VENDOR TOTALS		286,052.00 YTD INVOICED					330,540.00 YTD PAID		1,844.00
539	AIR SOURCE INDUSTRIES									
	197	06/30/25	117877	8000028	P	07/29/25	2253215	55999	Other Prof/Technical Serv	477.10
	INVOICE: 00956286									
	198	06/30/25	117877	8000028	P	07/29/25	2253215	55999	Other Prof/Technical Serv	386.35
	INVOICE: 00956370									
	200	06/30/25	117877	8000028	P	07/29/25	2253215	55999	Other Prof/Technical Serv	132.25
	INVOICE: 00956061									
	202	06/30/25		8000029	P	07/29/25	1003122	55999	Other Prof/Technical Serv	295.60
	INVOICE: 00956364									
	205	06/30/25		8000029	P	07/29/25	1003122	55999	Other Prof/Technical Serv	368.20
	INVOICE: 00955517									
	VENDOR TOTALS		25,251.37 YTD INVOICED					25,251.37 YTD PAID		1,659.50
1244	AIRGAS USA LLC									
	82	06/24/25		8000030	P	07/29/25	6005803	54101	Noncapitalize Equipment	1,082.79
	INVOICE: 9162359288									
	VENDOR TOTALS		41,082.13 YTD INVOICED					41,082.13 YTD PAID		1,082.79
20698	ALL CITY MANAGEMENT SERVICES									
	266	06/25/25	118247	8000031	P	07/29/25	4504141	55999	Other Prof/Technical Serv	8,333.74
	INVOICE: 102257									
	VENDOR TOTALS		300,652.15 YTD INVOICED					300,652.15 YTD PAID		8,333.74
1029	ALLSTAR FIRE EQUIPMENT INC									

PAID INVOICES REPORT

CHECK RUN:250812-5 TO FISCAL 2025/12 07/01/2024 TO 07/29/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	206	06/30/25	118134	8000032	P	07/29/25	2253216	54101	Noncapitalize Equipment	1,728.31
	INVOICE: 250701									
	210	06/26/25	118134	8000032	P	07/29/25	1003121	54101	Noncapitalize Equipment	6,110.77
	INVOICE: 179264									
	211	06/30/25	118134	8000032	P	07/29/25	1003121	54101	Noncapitalize Equipment	2,752.68
	INVOICE: 265348									
	212	06/30/25	118134	8000032	P	07/29/25	1003121	53201	Repair & Maintenance Supp	6,946.22
	INVOICE: 250703									
	212	06/30/25	118134	8000032	P	07/29/25	1003121	54101	Noncapitalize Equipment	3,521.59
	INVOICE: 250703									
	212	06/30/25	118134	8000032	P	07/29/25	5603121	80101	Furniture, Fixture, Equip	947.25
	INVOICE: 250703									
	VENDOR TOTALS	155,381.02 YTD INVOICED					155,381.02 YTD PAID			22,006.82
2742	ALTERNATIVE HOSE INC									
	474	06/30/25	117920	8000033	P	07/29/25	100	15203	Fleet Inventory	119.83
	INVOICE: 6119681									
	VENDOR TOTALS	4,034.97 YTD INVOICED					4,034.97 YTD PAID			119.83
19952	AMBER GREGG INC									
	405	07/13/25	118536	8000034	P	07/29/25	1006103	55101	Professional/Technical Se	2,100.00
	INVOICE: OR-25-06									
	VENDOR TOTALS	47,320.00 YTD INVOICED					47,320.00 YTD PAID			2,100.00
16381	AMERICOAT POWDER COATING									
	445	06/23/25	117961	8000035	P	07/29/25	6005803	81999	Other Capital Outlay	800.00
	INVOICE: 8573									
	VENDOR TOTALS	4,832.00 YTD INVOICED					4,832.00 YTD PAID			800.00
2217	AT & T, CALNET INTEGRATED									
	804	07/28/25		8000036	P	07/29/25	1001301	56201	Telephone Services	31.60
	INVOICE: 7/15/2025									
	804	07/28/25		8000036	P	07/29/25	1002101	56201	Telephone Services	127.24
	INVOICE: 7/15/2025									
	804	07/28/25		8000036	P	07/29/25	1002316	56201	Telephone Services	156.35
	INVOICE: 7/15/2025									
	804	07/28/25		8000036	P	07/29/25	1003011	56201	Telephone Services	3,200.31
	INVOICE: 7/15/2025									
	804	07/28/25		8000036	P	07/29/25	1004011	56201	Telephone Services	2,211.28
	INVOICE: 7/15/2025									
	804	07/28/25		8000036	P	07/29/25	1005601	56101	Repair/Maint Services - E	61.95
	INVOICE: 7/15/2025									
	804	07/28/25		8000036	P	07/29/25	1007001	56201	Telephone Services	3,724.41
	INVOICE: 7/15/2025									
	804	07/28/25		8000036	P	07/29/25	6005802	56201	Telephone Services	154.79
	INVOICE: 7/15/2025									
	804	07/28/25		8000036	P	07/29/25	1005401	56201	Telephone Services	31.58

PAID INVOICES REPORT

CHECK RUN:250812-5 TO FISCAL 2025/12 07/01/2024 TO 07/29/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE:	7/15/2025								
	804	07/28/25		8000036	P	07/29/25	1005401	56201	Telephone Services	94.74
	INVOICE:	7/15/2025								
	VENDOR TOTALS		158,724.50 YTD INVOICED					158,724.50 YTD PAID		9,794.25
5378	AUTO ZONE									
	465	06/25/25	117922	8000037	P	07/29/25	100	15203	Fleet Inventory	17.19
	INVOICE:	05942287356								
	466	06/27/25	117922	8000037	P	07/29/25	100	15203	Fleet Inventory	24.98
	INVOICE:	05942289846								
	467	06/27/25	117922	8000037	P	07/29/25	100	15203	Fleet Inventory	387.86
	INVOICE:	05942290852								
	VENDOR TOTALS		15,460.38 YTD INVOICED					15,460.38 YTD PAID		430.03
18695	BATTERY SYSTEMS INC									
	325	06/25/25	117966	8000038	P	07/29/25	6005802	56101	Repair/Maint Services - E	1,667.74
	INVOICE:	28882506251208								
	VENDOR TOTALS		4,952.36 YTD INVOICED					4,952.36 YTD PAID		1,667.74
13658	BEE EMERGENCY RESPONSE TE									
	790	06/30/25	117967	8000039	P	07/29/25	6005802	55999	Other Prof/Technical Serv	110.00
	INVOICE:	027228								
	VENDOR TOTALS		9,100.00 YTD INVOICED					8,880.00 YTD PAID		110.00
53	BOOT BARN INC									
	574	07/22/25		8000040	P	07/29/25	7311306	54101	Noncapitalize Equipment	450.00
	INVOICE:	INV00504001								
	576	07/22/25		8000040	P	07/29/25	7311306	54101	Noncapitalize Equipment	151.11
	INVOICE:	INV00504012								
	577	07/22/25		8000040	P	07/29/25	7311306	54101	Noncapitalize Equipment	250.00
	INVOICE:	INV00504004								
	578	07/22/25		8000040	P	07/29/25	7311306	54101	Noncapitalize Equipment	443.96
	INVOICE:	INV00504006								
	579	07/22/25		8000040	P	07/29/25	7311306	54101	Noncapitalize Equipment	187.74
	INVOICE:	INV00504008								
	584	06/30/25		8000040	P	07/29/25	7311306	54101	Noncapitalize Equipment	357.16
	INVOICE:	INV00504010								
	585	07/22/25		8000040	P	07/29/25	7311306	54101	Noncapitalize Equipment	135.75
	INVOICE:	INV00504014								
	586	07/22/25		8000040	P	07/29/25	7311306	54101	Noncapitalize Equipment	173.95
	INVOICE:	INV00504015								
	587	07/22/25		8000040	P	07/29/25	7311306	54101	Noncapitalize Equipment	375.00
	INVOICE:	INV00504016								
	588	07/22/25		8000040	P	07/29/25	7311306	54101	Noncapitalize Equipment	169.41
	INVOICE:	INV00504017								
	589	07/22/25		8000040	P	07/29/25	7311306	54101	Noncapitalize Equipment	433.91
	INVOICE:	INV00504018								

PAID INVOICES REPORT

CHECK RUN:250812-5 TO FISCAL 2025/12 07/01/2024 TO 07/29/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	23,437.86 YTD INVOICED				23,437.86 YTD PAID				3,127.99
20943	BORDIN SEMMER LLP									
	386	06/18/25	118530	8000041	P	07/29/25	7311301	55102	Legal Services	10,591.00
	INVOICE: 2									
	VENDOR TOTALS	22,841.00 YTD INVOICED				22,841.00 YTD PAID				10,591.00
2089	BOUND TREE MEDICAL									
	213	06/23/25	118539	8000042	P	07/29/25	2263215	53101	Operating Materials & Sup	3,554.68
	INVOICE: 85817890									
	VENDOR TOTALS	20,643.13 YTD INVOICED				20,643.13 YTD PAID				3,554.68
16378	C3 TECHNOLOGY SERVICES									
	593	06/27/25		8000043	P	07/29/25	1001601	56999	Other Repair/Maint Servic	14.00
	INVOICE: INV201602									
	VENDOR TOTALS	135,643.75 YTD INVOICED				147,416.09 YTD PAID				14.00
17952	CAL-STATE AUTO PARTS INC									
	455	06/24/25	117904	8000044	P	07/29/25	100	15203	Fleet Inventory	557.83
	INVOICE: 434086									
	464	06/30/25	117904	8000044	P	07/29/25	100	15203	Fleet Inventory	48.91
	INVOICE: 436379									
	VENDOR TOTALS	34,651.95 YTD INVOICED				34,651.95 YTD PAID				606.74
391	CALIFORNIA DEPARTMENT OF TAX									
	707	07/01/25		8000045	P	07/29/25	100	20501	Sales and Use Tax Payable	928.00
	INVOICE: 2QTRUSETAX2025									
	VENDOR TOTALS	11,879.00 YTD INVOICED				11,879.00 YTD PAID				928.00
69	CALIFORNIA FORENSIC PHLEBOTOMY									
	249	06/27/25	117897	8000046	P	07/29/25	1004141	55999	Other Prof/Technical Serv	190.63
	INVOICE: 2945									
	249	06/27/25		8000046	P	07/29/25	1004011	55000	Contractual Services	4,801.37
	INVOICE: 2945									
	VENDOR TOTALS	78,695.07 YTD INVOICED				78,695.07 YTD PAID				4,992.00
6583	CAM SERVICES									
	223	05/31/25	118140	8000047	P	07/29/25	1007203	56999	Other Repair/Maint Servic	367.00
	INVOICE: 115875									
	363	05/31/25	118000	8000047	P	07/29/25	1005301	56999	Other Repair/Maint Servic	750.00
	INVOICE: 115874									
	365	05/31/25	118000	8000047	P	07/29/25	1005301	56999	Other Repair/Maint Servic	185.00
	INVOICE: 115872									
	368	05/31/25	118000	8000047	P	07/29/25	1005301	56999	Other Repair/Maint Servic	400.00

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE: 115876									
	369	06/30/25	118000	8000047	P	07/29/25	1005301	56999	Other Repair/Maint Servic	185.00
	INVOICE: 117313									
	374	06/30/25	118000	8000047	P	07/29/25	1005301	56999	Other Repair/Maint Servic	400.00
	INVOICE: 117314									
	376	06/30/25	118000	8000047	P	07/29/25	1005301	56999	Other Repair/Maint Servic	750.00
	INVOICE: 117315									
	VENDOR TOTALS	46,894.00 YTD INVOICED						46,894.00 YTD PAID		3,037.00
16914	GREGGORY CATES									
	563	06/30/25		8000048	P	07/29/25	1004011	57101	Training/Conference/Meeti	690.00
	INVOICE: 05/26-04/2025RB									
	VENDOR TOTALS	1,152.00 YTD INVOICED						1,152.00 YTD PAID		690.00
1530	CHATTEL INC									
	18	05/31/25		8000049	P	07/29/25	1006102	55999	Other Prof/Technical Serv	3,325.00
	INVOICE: 2505-ORG03									
	VENDOR TOTALS	22,087.50 YTD INVOICED						22,087.50 YTD PAID		3,325.00
3595	CINTAS CORPORATION									
	435	06/25/25	117971	8000050	P	07/29/25	1007203	56107	Laundry Services	202.72
	INVOICE: 4234936701									
	VENDOR TOTALS	24,497.91 YTD INVOICED						24,497.91 YTD PAID		202.72
19162	CINTAS CORPORATION NO 3									
	469	06/25/25	117905	8000051	P	07/29/25	1005401	56107	Laundry Services	135.63
	INVOICE: 4234945107									
	VENDOR TOTALS	7,842.94 YTD INVOICED						7,842.94 YTD PAID		135.63
14873	CIVICPLUS INC									
	709	05/31/25	118072	8000052	P	07/29/25	1007101	55999	Other Prof/Technical Serv	594.93
	INVOICE: 339109									
	VENDOR TOTALS	17,052.90 YTD INVOICED						25,415.10 YTD PAID		594.93
18507	CJ CONCRETE CONSTRUCTION INC									
	320	05/30/25	118531	8000053	P	07/29/25	2635101	87102	Street Improvements	261,910.03
	INVOICE: 7084									
	320	05/30/25	118531	8000053	P	07/29/25	2635201	56103	Landscape Maintenance Ser	23,581.30
	INVOICE: 7084									
	320	05/30/25	118531	8000053	P	07/29/25	2635201	56999	Other Repair/Maint Servic	16,839.18
	INVOICE: 7084									
	320	05/30/25	118531	8000053	P	07/29/25	2875101	87102	Street Improvements	60,854.97
	INVOICE: 7084									

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	VENDOR TOTALS	382,300.50 YTD INVOICED					382,300.50 YTD PAID			363,185.48
2810	CLINICAL LABORATORY OF SAN BERNARDINO INC									
	553	05/28/25	117973	8000054	P	07/29/25	6005802	55999	Other Prof/Technical Serv	775.00
	INVOICE:	25E1772								
	554	05/28/25		8000054	P	07/29/25	6005802	56102	Repair/Maint Services-Fac	300.00
	INVOICE:	25E1772-A								
	VENDOR TOTALS	4,300.00 YTD INVOICED					4,300.00 YTD PAID			1,075.00
4588	CODE CONSULTING GROUP LLC									
	460	06/30/25	118149	8000055	P	07/29/25	1003112	55000	Contractual Services	3,627.00
	INVOICE:	06-25-0180								
	VENDOR TOTALS	21,038.50 YTD INVOICED					21,038.50 YTD PAID			3,627.00
14116	PAMELA COLEMAN									
	453	06/27/25		8000056	P	07/29/25	1001502	57101	Training/Conference/Meeti	365.82
	INVOICE:	06/24-27-2025RB								
	VENDOR TOTALS	505.82 YTD INVOICED					505.82 YTD PAID			365.82
646	EAST ORANGE COUNTY WATER DIST									
	473	07/18/25		8000058	P	07/29/25	6005802	53105	Purchased Water For Resal	32,901.12
	INVOICE:	7840								
	592	06/16/25		8000057	P	07/29/25	1007203	56204	Utility Services - Water	3,827.26
	INVOICE:	06/15/2025 - 1								
	VENDOR TOTALS	444,164.44 YTD INVOICED					444,164.44 YTD PAID			36,728.38
20534	EXPERT AUTO GLASS									
	544	06/27/25		8000059	P	07/29/25	1005401	56999	Other Repair/Maint Servic	250.00
	INVOICE:	21390								
	VENDOR TOTALS	2,864.64 YTD INVOICED					2,864.64 YTD PAID			250.00
2278	FERGUSON ENTERPRISES LLC									
	337	06/24/25	117977	8000060	P	07/29/25	6005803	80101	Furniture, Fixture, Equip	638.30
	INVOICE:	0054647								
	337	06/24/25	117977	8000060	P	07/29/25	6005803	81999	Other Capital Outlay	8,912.91
	INVOICE:	0054647								
	350	06/20/25	117977	8000060	P	07/29/25	6005803	80101	Furniture, Fixture, Equip	171.14
	INVOICE:	0048893-1								
	351	06/24/25	117977	8000060	P	07/29/25	6005803	80101	Furniture, Fixture, Equip	6,122.81
	INVOICE:	0054652								
	351	06/24/25	117977	8000060	P	07/29/25	6005803	81501	Capital Outlay Services	3,895.68
	INVOICE:	0054652								
	VENDOR TOTALS	605,647.80 YTD INVOICED					605,647.80 YTD PAID			19,740.84

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5168	FIRE EXTINGUISHING SAFETY &									
	222	06/27/25	117883	8000061	P	07/29/25	1003121	56101	Repair/Maint Services - E	439.34
	INVOICE: 5296									
	VENDOR TOTALS	4,940.48 YTD INVOICED					4,940.48 YTD PAID			439.34
12434	FORENSIC NURSE SPECIALISTS INC									
	239	07/01/25	117978	8000062	P	07/29/25	1004131	55101	Professional/Technical Se	600.00
	INVOICE: 6293									
	VENDOR TOTALS	19,800.00 YTD INVOICED					19,800.00 YTD PAID			600.00
2198	GALLS LLC									
	251	06/23/25	117899	8000064	P	07/29/25	1004011	53102	Uniforms & Clothing	34.47
	INVOICE: 031719573									
	253	06/23/25	117899	8000063	P	07/29/25	1004011	53102	Uniforms & Clothing	437.82
	INVOICE: 031719657									
	254	06/23/25	117899	8000063	P	07/29/25	1004011	53102	Uniforms & Clothing	720.49
	INVOICE: 031719689									
	255	06/23/25	117899	8000063	P	07/29/25	1004011	53102	Uniforms & Clothing	171.85
	INVOICE: 031719705									
	257	06/24/25	117899	8000064	P	07/29/25	1004011	53102	Uniforms & Clothing	32.04
	INVOICE: 031732422									
	258	06/24/25	117899	8000063	P	07/29/25	1004011	53102	Uniforms & Clothing	774.05
	INVOICE: 031732443									
	259	06/24/25	117899	8000064	P	07/29/25	1004011	53102	Uniforms & Clothing	39.64
	INVOICE: 031732444									
	260	06/24/25	117899	8000065	P	07/29/25	1004011	53102	Uniforms & Clothing	21.77
	INVOICE: 031732445									
	263	06/24/25	117899	8000065	P	07/29/25	1004011	53102	Uniforms & Clothing	10.10
	INVOICE: 031732469									
	267	06/24/25	117899	8000064	P	07/29/25	1004011	53102	Uniforms & Clothing	65.72
	INVOICE: 031732528									
	268	06/24/25	117899	8000063	P	07/29/25	1004011	53102	Uniforms & Clothing	618.54
	INVOICE: 031732532									
	269	06/24/25	117899	8000065	P	07/29/25	1004011	53102	Uniforms & Clothing	21.77
	INVOICE: 031732533									
	270	06/25/25	117899	8000065	P	07/29/25	1004011	53102	Uniforms & Clothing	6.66
	INVOICE: 031744857									
	271	06/26/25	117899	8000063	P	07/29/25	1004011	53102	Uniforms & Clothing	667.61
	INVOICE: 031757926									
	272	06/26/25	117899	8000064	P	07/29/25	1004011	53102	Uniforms & Clothing	31.23
	INVOICE: 031757940									
	273	06/26/25	117899	8000063	P	07/29/25	1004011	53102	Uniforms & Clothing	658.46
	INVOICE: 031757949									
	274	06/26/25	117899	8000065	P	07/29/25	1004011	53102	Uniforms & Clothing	14.20
	INVOICE: 031757950									
	275	06/26/25	117899	8000063	P	07/29/25	1004011	53102	Uniforms & Clothing	128.78
	INVOICE: 031757962									
	276	06/26/25	117899	8000063	P	07/29/25	1004011	53102	Uniforms & Clothing	615.42
	INVOICE: 031758038									

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277	06/26/25	117899	8000064	P	07/29/25	1004011	53102	Uniforms & Clothing	71.49
INVOICE: 031758039									
278	06/27/25	117899	8000064	P	07/29/25	1004011	53102	Uniforms & Clothing	21.77
INVOICE: 031770567									
280	06/27/25	117899	8000063	P	07/29/25	1004011	53102	Uniforms & Clothing	112.05
INVOICE: 031770573									
281	06/27/25	117899	8000064	P	07/29/25	1004011	53102	Uniforms & Clothing	90.91
INVOICE: 031770645									
282	06/27/25	117899	8000065	P	07/29/25	1004011	53102	Uniforms & Clothing	11.80
INVOICE: 031770668									
283	06/30/25	117899	8000064	P	07/29/25	1004011	53102	Uniforms & Clothing	31.23
INVOICE: 031793608									
284	06/30/25	117899	8000063	P	07/29/25	1004011	53102	Uniforms & Clothing	101.27
INVOICE: 031793647									
285	07/01/25	117899	8000064	P	07/29/25	1004011	53102	Uniforms & Clothing	29.80
INVOICE: 031805627									
286	07/01/25	117899	8000065	P	07/29/25	1004011	53102	Uniforms & Clothing	11.80
INVOICE: 031805670									
287	07/02/25	117899	8000063	P	07/29/25	1004011	53102	Uniforms & Clothing	290.40
INVOICE: 031817367									
289	07/01/25	117899	8000063	P	07/29/25	1004011	53102	Uniforms & Clothing	126.31
INVOICE: 031817375									
290	07/02/25	117899	8000063	P	07/29/25	1004011	53102	Uniforms & Clothing	166.53
INVOICE: 031817384									
291	07/02/25	117899	8000064	P	07/29/25	1004011	53102	Uniforms & Clothing	92.78
INVOICE: 031817388									
292	07/02/25	117899	8000064	P	07/29/25	1004011	53102	Uniforms & Clothing	22.93
INVOICE: 031817475									
293	07/03/25	117899	8000064	P	07/29/25	1004011	53102	Uniforms & Clothing	66.45
INVOICE: 031829738									
298	07/07/25	117899	8000065	P	07/29/25	1004011	53102	Uniforms & Clothing	10.78
INVOICE: 031849119									
299	07/07/25	117899	8000065	P	07/29/25	1004011	53102	Uniforms & Clothing	19.25
INVOICE: 031849170									
301	07/08/25	117899	8000063	P	07/29/25	1004011	53102	Uniforms & Clothing	117.68
INVOICE: 031862198									
302	07/08/25	117899	8000065	P	07/29/25	1004011	53102	Uniforms & Clothing	10.78
INVOICE: 031862296									
304	07/08/25	117899	8000065	P	07/29/25	1004011	53102	Uniforms & Clothing	10.78
INVOICE: 031862297									
306	07/11/25	117899	8000063	P	07/29/25	1004011	53102	Uniforms & Clothing	111.08
INVOICE: 031898973									
749	06/30/25	117899	8000064	P	07/29/25	1004011	53102	Uniforms & Clothing	39.86
INVOICE: 031966003									
750	06/30/25	117899	8000064	P	07/29/25	1004011	53102	Uniforms & Clothing	39.86
INVOICE: 031966006									
751	06/30/25	117899	8000065	P	07/29/25	1004011	53102	Uniforms & Clothing	15.07
INVOICE: 031985726									
752	06/30/25	117899	8000064	P	07/29/25	1004011	53102	Uniforms & Clothing	90.91
INVOICE: 032034080									

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS		94,447.90 YTD INVOICED					94,447.90 YTD PAID		6,784.19
25004	RYAN WILLIAM GASKILL									
	346	06/30/25		8000066	P	07/29/25	1004213	47299	Other Charges For Service	100.00
	INVOICE: 062725RB									
	VENDOR TOTALS		100.00 YTD INVOICED					100.00 YTD PAID		100.00
2445	GMS ELEVATOR SERVICES									
	605	05/01/25	118080	8000067	P	07/29/25	1005601	56101	Repair/Maint Services - E	815.00
	INVOICE: 124971									
	VENDOR TOTALS		20,649.13 YTD INVOICED					20,649.13 YTD PAID		815.00
8518	GOLDEN METERS SERVICE INC									
	475	06/30/25	118274	8000068	P	07/29/25	6005803	81999	Other Capital Outlay	13,780.00
	INVOICE: 2188									
	VENDOR TOTALS		29,415.00 YTD INVOICED					29,415.00 YTD PAID		13,780.00
15092	JAIME GOMEZ									
	112	06/16/25		8000069	P	07/29/25	6015301	57104	Dues & Memberships	345.00
	INVOICE: 25 CWEA DUES-RB									
	VENDOR TOTALS		664.00 YTD INVOICED					664.00 YTD PAID		345.00
25013	GUARDIAN ROOFS									
	349	06/10/25		8000070	P	07/29/25	1006201	42720	Building Permits	164.80
	INVOICE: BLDG25-0847									
	349	06/10/25		8000070	P	07/29/25	1006201	42720	Building Permits	74.00
	INVOICE: BLDG25-0847									
	VENDOR TOTALS		238.80 YTD INVOICED					238.80 YTD PAID		238.80
12658	HANNA BROPHY MACLEAN MCALEER									
	609	07/16/25		8000071	P	07/29/25	7311306	55999	Other Prof/Technical Serv	259.00
	INVOICE: 2319001									
	610	07/16/25		8000071	P	07/29/25	7311306	55999	Other Prof/Technical Serv	443.00
	INVOICE: 2319095									
	611	07/16/25		8000071	P	07/29/25	7311306	55999	Other Prof/Technical Serv	241.50
	INVOICE: 2319109									
	VENDOR TOTALS		10,665.63 YTD INVOICED					10,665.63 YTD PAID		943.50
19178	RYAN HARDWICK									
	93	06/23/25		8000072	P	07/29/25	1004011	57101	Training/Conference/Meeti	261.30
	INVOICE: 06/23-27/2025RB									
	VENDOR TOTALS		261.30 YTD INVOICED					261.30 YTD PAID		261.30

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19436	HASA INC									
	225	06/28/25	118571	8000073	P	07/29/25	1007203	53201	Repair & Maintenance Supp	361.02
	INVOICE: 1048668									
	227	06/30/25	118571	8000073	P	07/29/25	1007203	56999	Other Repair/Maint Servic	2,935.00
	INVOICE: 1048298									
	432	06/20/25	118571	8000073	P	07/29/25	1007203	53201	Repair & Maintenance Supp	1,260.54
	INVOICE: 1046456									
	440	06/30/25	118571	8000073	P	07/29/25	1007203	53201	Repair & Maintenance Supp	128.75
	INVOICE: 1049237									
	VENDOR TOTALS	57,756.95 YTD INVOICED						57,756.95 YTD PAID		4,685.31
12820	INLAND KENWORTH US INC									
	54	06/24/25		8000074	P	07/29/25	100	15203	Fleet Inventory	244.59
	INVOICE: 310585MNP									
	VENDOR TOTALS	13,642.03 YTD INVOICED						13,642.03 YTD PAID		244.59
20922	JOHN ROBINSON CONSULTING INC									
	354	07/01/25	118491	8000075	P	07/29/25	6005802	55101	Professional/Technical Se	5,940.00
	INVOICE: OR202501-03									
	VENDOR TOTALS	26,400.00 YTD INVOICED						26,400.00 YTD PAID		5,940.00
20980	KEMPER INSURANCE									
	352	06/30/25		8000076	P	07/29/25	7311306	50203	Liability Claim Settlemen	14,827.36
	INVOICE: 030725-Kemper.Arnold									
	VENDOR TOTALS	14,827.36 YTD INVOICED						14,827.36 YTD PAID		14,827.36
16844	KILTER TERMITE AND PEST CNTRL									
	521	05/28/25	118084	8000077	P	07/29/25	1005601	56101	Repair/Maint Services - E	4,005.00
	INVOICE: 630839									
	524	06/24/25	118084	8000077	P	07/29/25	1005601	56101	Repair/Maint Services - E	250.00
	INVOICE: 633432									
	526	06/26/25	118084	8000077	P	07/29/25	1005601	56101	Repair/Maint Services - E	160.00
	INVOICE: 633712									
	VENDOR TOTALS	11,999.13 YTD INVOICED						11,999.13 YTD PAID		4,415.00
10008	KRONOS INC									
	520	03/27/25		8000078	P	07/29/25	1003011	55999	Other Prof/Technical Serv	1,000.00
	INVOICE: 12378003									
	VENDOR TOTALS	20,185.00 YTD INVOICED						20,185.00 YTD PAID		1,000.00
1849	KUSTOM IMPRINTS									
	224	06/30/25	117911	8000079	P	07/29/25	1003011	53102	Uniforms & Clothing	3,043.64
	INVOICE: 51672									
	226	07/10/25	117911	8000079	P	07/29/25	1003011	53102	Uniforms & Clothing	1,748.24
	INVOICE: 51669									

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	228	07/10/25	117911	8000079	P	07/29/25	1003011	53102	Uniforms & Clothing	1,163.70
	INVOICE: 51670									
	229	07/10/25	117911	8000079	P	07/29/25	1003011	53102	Uniforms & Clothing	1,777.34
	INVOICE: 51671									
	VENDOR TOTALS	63,850.83 YTD INVOICED						63,850.83 YTD PAID		7,732.92
209	L N CURTIS & SONS									
	230	06/30/25	118047	8000080	P	07/29/25	1003121	54101	Noncapitalize Equipment	3,865.06
	INVOICE: INV966109									
	231	06/27/25	118047	8000080	P	07/29/25	1003121	54101	Noncapitalize Equipment	7,524.97
	INVOICE: INV1007367									
	232	06/27/25	118047	8000080	P	07/29/25	1003121	54101	Noncapitalize Equipment	5,475.86
	INVOICE: INV1007238									
	VENDOR TOTALS	196,075.20 YTD INVOICED						196,075.20 YTD PAID		16,865.89
221	LIEBERT CASSIDY WHITMORE									
	623	06/30/25		8000081	P	07/29/25	1001301	55102	Legal Services	44.00
	INVOICE: 299635									
	94	05/31/25		8000082	P	07/29/25	1001301	55102	Legal Services	1,804.00
	INVOICE: 296747									
	VENDOR TOTALS	115,263.90 YTD INVOICED						115,263.90 YTD PAID		1,848.00
222	LIFE-ASSIST INC									
	233	06/30/25	117980	8000083	P	07/29/25	2253122	53101	Operating Materials & Sup	68.79
	INVOICE: 1614563									
	VENDOR TOTALS	344,275.46 YTD INVOICED						344,275.46 YTD PAID		68.79
7142	LIGHTHOUSE UNIFORM COMPANY									
	518	06/30/25		8000084	P	07/29/25	1003011	53102	Uniforms & Clothing	776.10
	INVOICE: A-327156									
	VENDOR TOTALS	1,517.20 YTD INVOICED						1,517.20 YTD PAID		776.10
10957	LINDE GAS & EQUIPMENT INC									
	361	06/20/25	118018	8000085	P	07/29/25	6005802	53199	Misc. Operating Supplies	43.44
	INVOICE: 50393472									
	558	06/23/25		8000085	P	07/29/25	1007203	56301	Rents & Leases	182.61
	INVOICE: 50464243									
	VENDOR TOTALS	10,318.73 YTD INVOICED						10,318.73 YTD PAID		226.05
21021	LINEGEAR INC									
	235	06/26/25	118606	8000086	P	07/29/25	1003121	54101	Noncapitalize Equipment	5,392.89
	INVOICE: 61087									
	238	06/30/25	118606	8000086	P	07/29/25	1003121	54101	Noncapitalize Equipment	711.15
	INVOICE: 61121									
	241	06/30/25	118606	8000086	P	07/29/25	1003121	54101	Noncapitalize Equipment	655.12

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE: 61105									
	243	06/30/25	118606	8000086	P	07/29/25	1003121	54101	Noncapitalize Equipment	316.79
	INVOICE: 61120									
	244	06/30/25	118606	8000086	P	07/29/25	1003121	54101	Noncapitalize Equipment	710.07
	INVOICE: 61119									
	245	06/30/25	118606	8000086	P	07/29/25	2253216	53102	Uniforms & Clothing	559.22
	INVOICE: 61117									
	248	06/30/25	118606	8000086	P	07/29/25	2253216	53102	Uniforms & Clothing	730.55
	INVOICE: 61118									
	250	06/30/25	118606	8000086	P	07/29/25	1003121	54101	Noncapitalize Equipment	438.54
	INVOICE: 61162									
	VENDOR TOTALS	30,677.55 YTD INVOICED						30,677.55 YTD PAID		9,514.33
14850	LYONS SECURITY SERVICE INC									
	443	06/30/25	118171	8000087	P	07/29/25	1007203	56999	Other Repair/Maint Servic	7,569.20
	INVOICE: 39311									
	VENDOR TOTALS	195,859.98 YTD INVOICED						195,859.98 YTD PAID		7,569.20
18342	MARK THOMAS & COMPANY INC									
	619	06/30/25	116186	8000088	P	07/29/25	2875101	87102	Street Improvements	668.25
	INVOICE: 56249									
	619	06/30/25	116186	8000088	P	07/29/25	5505101	87102	Street Improvements	1,331.75
	INVOICE: 56249									
	VENDOR TOTALS	107,867.90 YTD INVOICED						107,867.90 YTD PAID		2,000.00
2332	MC PEEK DODGE									
	468	06/25/25	117940	8000089	P	07/29/25	100	15203	Fleet Inventory	379.28
	INVOICE: 48779									
	541	06/26/25		8000090	P	07/29/25	1005401	56999	Other Repair/Maint Servic	629.32
	INVOICE: 136002									
	VENDOR TOTALS	6,422.41 YTD INVOICED						6,422.41 YTD PAID		1,008.60
1867	MISSION LINEN SUPPLY									
	489	06/30/25	117867	8000091	P	07/29/25	1003112	55999	Other Prof/Technical Serv	135.60
	INVOICE: 06/30/25 STMT 134988									
	492	06/30/25	117867	8000091	P	07/29/25	1003112	55999	Other Prof/Technical Serv	128.76
	INVOICE: 06/30/25 STMT 134170									
	494	06/30/25	117867	8000091	P	07/29/25	1003112	55999	Other Prof/Technical Serv	629.30
	INVOICE: 06/30/25 STMT 217880									
	498	06/30/25	117867	8000091	P	07/29/25	1003112	55999	Other Prof/Technical Serv	335.28
	INVOICE: 06/30/25 STMT 134329									
	499	06/30/25	117867	8000091	P	07/29/25	1003112	55999	Other Prof/Technical Serv	117.00
	INVOICE: 06/30/25 STMT 134168									
	500	06/30/25	117867	8000091	P	07/29/25	1003112	55999	Other Prof/Technical Serv	481.38
	INVOICE: 06/30/25 STMT 134315									
	502	06/30/25	117867	8000091	P	07/29/25	1003112	55999	Other Prof/Technical Serv	164.34
	INVOICE: 06/30/25 STMT 134351									

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	VENDOR TOTALS	43,871.64 YTD INVOICED					43,464.95 YTD PAID			1,991.66
20752	MLS PARENT HOLDINGS LLC									
	399	06/30/25		8000092	P	07/29/25	7311301	55102	Legal Services	305.60
	INVOICE: 12886972									
	95	06/20/25		8000093	P	07/29/25	7311301	55102	Legal Services	605.21
	INVOICE: 12886902									
	VENDOR TOTALS	21,605.73 YTD INVOICED					21,605.73 YTD PAID			910.81
20688	MNG PARTNERSHIP HOLDINGS LLC									
	540	06/30/25		8000094	P	07/29/25	1001502	55103	Publicity/Advertising Ser	1,052.45
	INVOICE: 0000621549									
	80	06/30/25		8000094	P	07/29/25	6005802	55103	Publicity/Advertising Ser	1,012.00
	INVOICE: 620492									
	VENDOR TOTALS	29,356.13 YTD INVOICED					29,356.13 YTD PAID			2,064.45
19456	TYLER MOORE									
	559	06/30/25		8000095	P	07/29/25	1004011	57101	Training/Conference/Meeti	150.44
	INVOICE: 06/19-20/2025RB									
	VENDOR TOTALS	1,043.04 YTD INVOICED					1,043.04 YTD PAID			150.44
25012	MR REPIPE									
	390	06/24/25		8000096	P	07/29/25	1006201	42727	Plumbing Permits	165.60
	INVOICE: PLUM25-0145									
	VENDOR TOTALS	165.60 YTD INVOICED					165.60 YTD PAID			165.60
18134	MUELLER CO									
	345	05/28/25	118609	8000097	P	07/29/25	6005803	80101	Furniture, Fixture, Equip	26,989.21
	INVOICE: 66245209									
	VENDOR TOTALS	51,842.54 YTD INVOICED					51,842.54 YTD PAID			26,989.21
4053	OCTA									
	522	06/23/25	118616	8000098	P	07/29/25	1007104	55000	Contractual Services	8,032.25
	INVOICE: INV111823									
	VENDOR TOTALS	34,643.25 YTD INVOICED					34,643.25 YTD PAID			8,032.25
19593	ORANGE CAR WASH INC									
	471	07/01/25	117914	8000099	P	07/29/25	1005401	56999	Other Repair/Maint Servic	365.00
	INVOICE: 062025									
	VENDOR TOTALS	4,113.00 YTD INVOICED					4,113.00 YTD PAID			365.00
96	ORANGE CNTY TREASURER-TAX COLL									
	237	06/23/25	117983	8000100	P	07/29/25	1004011	56201	Telephone Services	6,474.50

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	INVOICE: STTM003071									
	252	06/23/25	117944	8000100	P	07/29/25	1003121	56201	Telephone Services	660.00
	INVOICE: STTM003082									
	362	06/11/25	118075	8000102	P	07/29/25	6005803	56102	Repair/Maint Services-Fac	512.08
	INVOICE: Z2555616									
	480	07/14/25	117944	8000100	P	07/29/25	1003121	56201	Telephone Services	350.00
	INVOICE: STTM003155									
	604	06/12/25		8000101	P	07/29/25	100	15203	Fleet Inventory	83.40
	INVOICE: SH71592									
	VENDOR TOTALS	2,270,522.45 YTD INVOICED					2,270,522.45 YTD PAID			8,079.98
6609	ORANGE CO SANITATION DIST									
	462	06/30/25		8000103	P	07/29/25	100	20112	Accrued Expense	104,109.45
	INVOICE: OCSD FEES COLLECTED									
	VENDOR TOTALS	332,208.14 YTD INVOICED					332,208.14 YTD PAID			104,109.45
12836	ORANGE COUNTY WINWATER WORKS									
	400	05/07/25		8000104	P	07/29/25	6005803	81999	Other Capital Outlay	1,591.73
	INVOICE: 17413201									
	VENDOR TOTALS	7,620.33 YTD INVOICED					7,620.33 YTD PAID			1,591.73
13213	OREILLY AUTO ENTERPRISES LLC									
	591	06/28/25	117888	8000105	P	07/29/25	100	15203	Fleet Inventory	1,247.46
	INVOICE: JUNE STMT 2025									
	VENDOR TOTALS	27,867.51 YTD INVOICED					27,867.51 YTD PAID			1,247.46
2367	GUS ORTIZ									
	17	06/30/25		8000106	P	07/29/25	1004011	55999	Other Prof/Technical Serv	180.00
	INVOICE: 34725									
	VENDOR TOTALS	2,340.00 YTD INVOICED					2,340.00 YTD PAID			180.00
19060	PARTS AUTHORITY LLC									
	595	06/30/25	117868	8000107	P	07/29/25	100	15203	Fleet Inventory	2,498.25
	INVOICE: JUNE STMT 2025									
	VENDOR TOTALS	47,494.30 YTD INVOICED					47,494.30 YTD PAID			2,498.25
19982	PATRIOT ENVIRONMENTAL SVCS INC									
	256	06/30/25	118495	8000108	P	07/29/25	1003011	55000	Contractual Services	1,067.90
	INVOICE: INV402245214									
	VENDOR TOTALS	4,489.90 YTD INVOICED					4,489.90 YTD PAID			1,067.90
1325	PEST OPTIONS INC									
	326	06/20/25	117889	8000109	P	07/29/25	1007203	56999	Other Repair/Maint Servic	230.00
	INVOICE: 465386									

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	529	06/27/25		8000110	P	07/29/25	1007203	56999	Other Repair/Maint Servic	285.00
	INVOICE: 465143									
	VENDOR TOTALS	17,680.00 YTD INVOICED					17,680.00 YTD PAID			515.00
18185	PREMIER FIRST RESPONDER PSYCH									
	234	07/02/25	118124	8000111	P	07/29/25	1004011	55101	Professional/Technical Se	600.00
	INVOICE: 1770									
	VENDOR TOTALS	3,650.00 YTD INVOICED					3,650.00 YTD PAID			600.00
25003	THE PRINTERY INC									
	288	06/30/25		8000112	P	07/29/25	1003112	53199	Misc. Operating Supplies	771.99
	INVOICE: 145173									
	VENDOR TOTALS	771.99 YTD INVOICED					771.99 YTD PAID			771.99
20903	QUADIENT FINANCE USA INC									
	517	06/26/25		8000113	P	07/29/25	100	53104	Postage	5,245.00
	INVOICE: QUAD6-26-25									
	VENDOR TOTALS	26,338.46 YTD INVOICED					26,338.46 YTD PAID			5,245.00
6737	RAMONA INC									
	353	05/30/25	118532	8000114	P	07/29/25	6015101	85101	Sewer Line Improvements	543,328.75
	INVOICE: S-252-2R1									
	VENDOR TOTALS	943,525.00 YTD INVOICED					943,525.00 YTD PAID			543,328.75
16080	RAPIDS EXPRESS ORANGE LP									
	472	07/14/25	118031	8000115	P	07/29/25	1005401	56999	Other Repair/Maint Servic	1,200.00
	INVOICE: 201									
	VENDOR TOTALS	13,500.00 YTD INVOICED					13,500.00 YTD PAID			1,200.00
331	RED WING SHOE STORES									
	519	06/27/25		8000116	P	07/29/25	7311306	54101	Noncapitalize Equipment	469.76
	INVOICE: 855ST1-53351									
	VENDOR TOTALS	29,994.82 YTD INVOICED					29,994.82 YTD PAID			469.76
17584	RELX INC									
	84	06/30/25		8000117	P	07/29/25	1001301	53101	Operating Materials & Sup	1,103.00
	INVOICE: 3095882140									
	VENDOR TOTALS	13,915.00 YTD INVOICED					13,915.00 YTD PAID			1,103.00
16987	CASANDRA ROLDAN									
	158	06/23/25		8000118	P	07/29/25	1004011	57101	Training/Conference/Meeti	215.10
	INVOICE: 06/23-27/2025RB									

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	VENDOR TOTALS	2,011.10 YTD INVOICED					2,011.10 YTD PAID			215.10
12784	S C SIGNS & SUPPLIES LLC									
	634	02/21/25	117869	8000119	P	07/29/25	1005201	53201	Repair & Maintenance Supp	189.64
	INVOICE: 256530									
	VENDOR TOTALS	52,058.20 YTD INVOICED					54,458.20 YTD PAID			189.64
18613	SAGECREST PLANNING&ENVIRONMNTL									
	373	06/30/25	118545	8000120	P	07/29/25	1006103	55999	Other Prof/Technical Serv	14,275.00
	INVOICE: 5301									
	VENDOR TOTALS	43,250.00 YTD INVOICED					43,250.00 YTD PAID			14,275.00
4256	MICHAEL SELLERS									
	162	06/23/25		8000121	P	07/29/25	1004011	57101	Training/Conference/Meeti	243.00
	INVOICE: 06/23-25/2025RB									
	VENDOR TOTALS	280.70 YTD INVOICED					280.70 YTD PAID			243.00
4604	SHRED-WISE INC									
	174	06/02/25		8000122	P	07/29/25	1001844	55999	Other Prof/Technical Serv	85.00
	INVOICE: 4446060225									
	188	05/27/25		8000122	P	07/29/25	1005001	53101	Operating Materials & Sup	55.00
	INVOICE: 5757052725									
	478	05/29/25		8000122	P	07/29/25	1001401	53101	Operating Materials & Sup	50.00
	INVOICE: 4612052925									
	479	06/26/25		8000122	P	07/29/25	1001401	53101	Operating Materials & Sup	50.00
	INVOICE: 4612062625									
	643	05/27/25		8000122	P	07/29/25	1001201	53101	Operating Materials & Sup	50.00
	INVOICE: 17620052725									
	646	06/24/25		8000122	P	07/29/25	1001201	53101	Operating Materials & Sup	50.00
	INVOICE: 17620062425									
	VENDOR TOTALS	2,235.00 YTD INVOICED					2,235.00 YTD PAID			340.00
9672	SMITH PIPE & SUPPLY INC									
	439	06/27/25	117949	8000123	P	07/29/25	1007203	53201	Repair & Maintenance Supp	9,812.19
	INVOICE: 4276782									
	VENDOR TOTALS	14,098.30 YTD INVOICED					14,098.30 YTD PAID			9,812.19
16994	SOCAL AUTO & TRUCK PARTS INC									
	539	06/30/25	117991	8000124	P	07/29/25	100	15203	Fleet Inventory	204.04
	INVOICE: JUNE STMT 2025									
	VENDOR TOTALS	30,147.79 YTD INVOICED					30,147.79 YTD PAID			204.04
718	SOUTH COAST AQMD									
	328	06/17/25	117992	8000125	P	07/29/25	6005802	56101	Repair/Maint Services - E	170.94

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	INVOICE: 4561156									
	329	06/17/25	117992	8000125	P	07/29/25	6005802	56101	Repair/Maint Services - E	565.63
	INVOICE: 4558746									
	533	06/17/25		8000125	P	07/29/25	1005601	56101	Repair/Maint Services - E	565.63
	INVOICE: 4558862									
	534	06/17/25		8000125	P	07/29/25	1005601	56101	Repair/Maint Services - E	170.94
	INVOICE: 4561785									
	VENDOR TOTALS	24,269.38 YTD INVOICED						24,269.38 YTD PAID		1,473.14
10307	SOUTH COAST LIGHTING & DESIGN									
	425	04/25/25		8000126	P	07/29/25	1005601	56101	Repair/Maint Services - E	371.74
	INVOICE: S502448									
	VENDOR TOTALS	14,142.19 YTD INVOICED						14,142.19 YTD PAID		371.74
386	SOUTHERN COUNTIES OIL CO									
	537	06/25/25	117951	8000128	P	07/29/25	100	15204	Fuel Inventory	10,361.24
	INVOICE: IN-0000153524									
	538	06/30/25	117951	8000127	P	07/29/25	100	15204	Fuel Inventory	1,314.42
	INVOICE: 1066924									
	VENDOR TOTALS	10,553,712.93 YTD INVOICED						10,553,712.93 YTD PAID		11,675.66
20829	SP PLUS CORPORATION									
	242	06/30/25	118394	8000129	P	07/29/25	1004011	55999	Other Prof/Technical Serv	29,998.37
	INVOICE: 83559-I1-0625F									
	VENDOR TOTALS	165,634.55 YTD INVOICED						165,634.55 YTD PAID		29,998.37
396	STATE OF CALIF DEPT OF JUSTICE									
	347	06/30/25		8000130	P	07/29/25	1001401	55101	Professional/Technical Se	759.00
	INVOICE: 829251									
	347	06/30/25		8000130	P	07/29/25	1001201	53199	Misc. Operating Supplies	160.00
	INVOICE: 829251									
	VENDOR TOTALS	13,046.00 YTD INVOICED						13,046.00 YTD PAID		919.00
5937	STATE OF CALIFORNIA									
	183	07/11/25		8000131	P	07/29/25	1001842	48999	Misc./Other Revenues	1,649.35
	INVOICE: DSA 786 06-25									
	VENDOR TOTALS	17,916.38 YTD INVOICED						17,916.38 YTD PAID		1,649.35
19658	ALEX STERLING									
	163	06/30/25		8000132	P	07/29/25	1004011	57101	Training/Conference/Meeti	297.20
	INVOICE: 06/02-13/2025RB									
	VENDOR TOTALS	552.20 YTD INVOICED						552.20 YTD PAID		297.20
520	STRYKER MEDICAL									

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	594	06/17/25	117870	8000133	P	07/29/25	2253215	55999	Other Prof/Technical Serv	6,699.63
	INVOICE: 9209548247									
	596	06/17/25	117870	8000133	P	07/29/25	2253215	55999	Other Prof/Technical Serv	1,752.98
	INVOICE: 9209540718									
	598	06/30/25	117870	8000133	P	07/29/25	2253215	55999	Other Prof/Technical Serv	690.56
	INVOICE: 9209825879									
	VENDOR TOTALS		88,146.36 YTD INVOICED					88,146.36 YTD PAID		9,143.17
1303	SUNRISE MULTISPECIALIST MED CT									
	261	06/26/25	118452	8000134	P	07/29/25	1003011	55101	Professional/Technical Se	321.00
	INVOICE: 00195420-00									
	VENDOR TOTALS		35,050.02 YTD INVOICED					35,228.34 YTD PAID		321.00
1619	TERMINIX									
	294	06/04/25	117892	8000135	P	07/29/25	1003121	56101	Repair/Maint Services - E	111.00
	INVOICE: 461234078									
	295	06/04/25	117892	8000135	P	07/29/25	1003121	56101	Repair/Maint Services - E	105.00
	INVOICE: 461234080									
	296	06/04/25	117892	8000135	P	07/29/25	1003121	56101	Repair/Maint Services - E	93.00
	INVOICE: 461234081									
	297	06/04/25	117892	8000135	P	07/29/25	1003121	56101	Repair/Maint Services - E	95.00
	INVOICE: 461234082									
	300	06/04/25	117892	8000135	P	07/29/25	1003121	56101	Repair/Maint Services - E	92.00
	INVOICE: 461234083									
	303	06/04/25	117892	8000135	P	07/29/25	1003121	56101	Repair/Maint Services - E	133.00
	INVOICE: 461234084									
	305	06/04/25	117892	8000135	P	07/29/25	1003121	56101	Repair/Maint Services - E	109.00
	INVOICE: 461234085									
	307	06/04/25	117892	8000135	P	07/29/25	1003121	56101	Repair/Maint Services - E	114.00
	INVOICE: 461234088									
	VENDOR TOTALS		10,746.00 YTD INVOICED					10,746.00 YTD PAID		852.00
18049	TETRA TECH BAS INC									
	366	06/30/25	118556	8000136	P	07/29/25	6005802	55101	Professional/Technical Se	11,185.00
	INVOICE: 52448602									
	VENDOR TOTALS		116,850.74 YTD INVOICED					116,850.74 YTD PAID		11,185.00
15776	THE COUNSELING TEAM INTL									
	108	07/07/25		8000137	P	07/29/25	7311306	55999	Other Prof/Technical Serv	1,375.00
	INVOICE: INV105266									
	VENDOR TOTALS		10,500.00 YTD INVOICED					10,500.00 YTD PAID		1,375.00
12364	THE JUNGLE NURSERY INC									
	264	06/11/25	118166	8000138	P	07/29/25	1003112	56105	Weed Abatement Services	4,506.39
	INVOICE: 00002853									

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	70,381.87 YTD INVOICED					70,381.87 YTD PAID			4,506.39
3155	TRI-AD									
	407	06/20/25	117952	8000139	P	07/29/25	1001401	55999	Other Prof/Technical Serv	669.75
	INVOICE: 94981803									
	VENDOR TOTALS	8,738.23 YTD INVOICED					8,738.23 YTD PAID			669.75
25008	TRUEBUILT CONSTRUCTION INC									
	356	06/25/25		8000140	P	07/29/25	100	20106	LMS Customer Deposits Pay	2,000.00
	INVOICE: EP25-0112									
	VENDOR TOTALS	2,000.00 YTD INVOICED					2,000.00 YTD PAID			2,000.00
944	UNITED PARCEL SERVICE									
	114	06/28/25		8000141	P	07/29/25	1003011	53104	Postage	14.64
	INVOICE: 00005733W1265 2025									
	114	06/28/25		8000141	P	07/29/25	1005401	55104	Printing/Binding Services	23.51
	INVOICE: 00005733W1265 2025									
	114	06/28/25		8000141	P	07/29/25	1005001	53104	Postage	56.00
	INVOICE: 00005733W1265 2025									
	VENDOR TOTALS	5,634.99 YTD INVOICED					5,930.13 YTD PAID			94.15
14762	VERITEXT CORP									
	99	06/26/25		8000142	P	07/29/25	7311301	55102	Legal Services	368.00
	INVOICE: 8426714									
	VENDOR TOTALS	7,002.35 YTD INVOICED					7,002.35 YTD PAID			368.00
1845	VERIZON WIRELESS									
	178	06/28/25		8000144	P	07/29/25	7311306	56201	Telephone Services	116.49
	INVOICE: 6117150456									
	792	07/28/25		8000143	P	07/29/25	1007001	56201	Telephone Services	1,751.32
	INVOICE: 6118189027									
	795	07/28/25		8000143	P	07/29/25	6005802	56201	Telephone Services	2,827.68
	INVOICE: 6118275123									
	796	07/28/25		8000143	P	07/29/25	1001201	56201	Telephone Services	77.66
	INVOICE: 6118240435									
	796	07/28/25		8000143	P	07/29/25	1001601	56201	Telephone Services	256.14
	INVOICE: 6118240435									
	796	07/28/25		8000143	P	07/29/25	1001601	56201	Telephone Services	155.32
	INVOICE: 6118240435									
	799	07/28/25		8000143	P	07/29/25	1001801	56201	Telephone Services	155.32
	INVOICE: 6118172244									
	802	07/28/25		8000143	P	07/29/25	1006301	56201	Telephone Services	330.66
	INVOICE: 6118275121									
	802	07/28/25		8000143	P	07/29/25	1006201	56201	Telephone Services	116.49
	INVOICE: 6118275121									
	802	07/28/25		8000143	P	07/29/25	1005101	56201	Telephone Services	74.91

PAID INVOICES REPORT

CHECK RUN:250812-5 TO FISCAL 2025/12 07/01/2024 TO 07/29/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE: 6118275121									
	802	07/28/25		8000143	P	07/29/25	2106301	55105	Subscription Services	1,997.83
	INVOICE: 6118275121									
	802	07/28/25		8000143	P	07/29/25	6015805	56201	Telephone Services	-17.37
	INVOICE: 6118275121									
	VENDOR TOTALS	417,243.46 YTD INVOICED					413,396.76 YTD PAID			7,842.45
9050	VULCAN MATERIALS CO									
	636	06/23/25	117893	8000145	P	07/29/25	2635201	53201	Repair & Maintenance Supp	371.08
	INVOICE: 3722050									
	637	06/20/25	117893	8000145	P	07/29/25	2635201	53201	Repair & Maintenance Supp	473.22
	INVOICE: 3719056									
	VENDOR TOTALS	25,334.39 YTD INVOICED					25,334.39 YTD PAID			844.30
16240	WATERFOWLER GEAR INC									
	19	06/30/25		8000146	P	07/29/25	1004011	57101	Training/Conference/Meeti	420.00
	INVOICE: 2257									
	VENDOR TOTALS	3,620.00 YTD INVOICED					3,620.00 YTD PAID			420.00
2319	WATERLINE TECHNOLOGIES									
	382	06/26/25	117955	8000147	P	07/29/25	6005802	53201	Repair & Maintenance Supp	382.73
	INVOICE: 5747424									
	383	06/26/25	117955	8000147	P	07/29/25	6005802	53201	Repair & Maintenance Supp	446.52
	INVOICE: 5747425									
	384	06/26/25	117955	8000147	P	07/29/25	6005802	53201	Repair & Maintenance Supp	510.30
	INVOICE: 5747427									
	389	06/26/25	117955	8000147	P	07/29/25	6005802	53201	Repair & Maintenance Supp	318.94
	INVOICE: 5747426									
	391	06/26/25	117955	8000147	P	07/29/25	6005802	53201	Repair & Maintenance Supp	510.30
	INVOICE: 5747423									
	394	06/26/25	117955	8000147	P	07/29/25	6005802	53201	Repair & Maintenance Supp	1,052.50
	INVOICE: 5747428									
	VENDOR TOTALS	190,909.67 YTD INVOICED					190,909.67 YTD PAID			3,221.29
439	WEST COAST ARBORISTS INC									
	321	06/20/25	118112	8000148	P	07/29/25	1007203	56999	Other Repair/Maint Servic	1,400.00
	INVOICE: 1-11238									
	379	06/15/25	118111	8000148	P	07/29/25	5405501	56103	Landscape Maintenance Ser	576.00
	INVOICE: 230328									
	VENDOR TOTALS	1,615,361.50 YTD INVOICED					1,615,361.50 YTD PAID			1,976.00
2801	YO FIRE SUPPLIES									
	396	06/18/25	118113	8000149	P	07/29/25	6005803	81999	Other Capital Outlay	358.03
	INVOICE: 1033824									

PAID INVOICES REPORT

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	128,286.32 YTD INVOICED				128,286.32 YTD PAID			358.03
7683	DAVID ZAMORA								
	113	06/09/25		8000150	P	07/29/25	6015301	57104 Dues & Memberships	345.00
	INVOICE: 25 CWEA DUES-RB								
	VENDOR TOTALS	664.00 YTD INVOICED				664.00 YTD PAID			345.00
1153	ZOLL MEDICAL CORPORATION								
	279	06/30/25	117876	8000151	P	07/29/25	2253122	53101 Operating Materials & Sup	35.88
	INVOICE: 4233392								
	VENDOR TOTALS	42,294.64 YTD INVOICED				42,294.64 YTD PAID			35.88
								REPORT TOTALS	1,460,247.34

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	127	1,460,247.34

** END OF REPORT - Generated by Holli Kittleson **

City of Orange

WW # 0320

Finance Department - Accounts Payable

WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 07/29/25 4 of 5 reports for 08/12/25 Council Meeting
Notes:	
Requester Signature:	eSigned via GovOS.com Holli Kittleson Key: c75eb71bc2d138050ea61da6a02e3123 — Date: 07-29-2025

AGENDA ITEM NO. 3.2

I certify that the attached register of demands has been prepared and audited under my direction and supervision. I also certify that each demand is accurately set forth and correctly stated, that each is a legal obligation of the City, and that there are sufficient funds available for the payment of each demand.

Please review and approve before:

eSigned via GovOS.com Lillian Wen Key: 255ce3af4128a3a50bd1b4b009bc5bbc Lillian Wen, Finance	07-29-2025 Date	Comments:
eSigned via GovOS.com Key: d3b9b88f-da90-4693-bd42-b7973c0a7d37 Tom Kisela, City Manager	07-29-2025 Date	Comments:
eSigned via GovOS.com Pamela Coleman Key: 52f7c7947ed47a25c77b48742be39aca Pam Coleman, City Clerk	08-04-2025 Date	Comments:

PAID INVOICES REPORT

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
7831	ADLERHORST INTERNATIONAL LLC									
	956	04/18/25	20260164	8000301	P	07/31/25	1004011	55000	Contractual Services	5,800.00
	INVOICE: 123044									
	VENDOR TOTALS	5,800.00 YTD INVOICED					21,098.45 YTD PAID			5,800.00
19738	ADVANCED SECURITY SYSTEMS INC									
	862	06/15/25	20260136	8000302	P	07/31/25	1005601	56101	Repair/Maint Services - E	119.85
	INVOICE: 035405									
	863	06/15/25	20260136	8000302	P	07/31/25	1005601	56101	Repair/Maint Services - E	119.85
	INVOICE: 035436									
	864	06/15/25	20260136	8000302	P	07/31/25	1005601	56101	Repair/Maint Services - E	239.70
	INVOICE: 035476									
	865	07/09/25	20260136	8000302	P	07/31/25	1005601	56101	Repair/Maint Services - E	119.85
	INVOICE: 035639									
	867	07/09/25	20260136	8000302	P	07/31/25	1005601	56101	Repair/Maint Services - E	119.85
	INVOICE: 035640									
	868	07/09/25	20260136	8000302	P	07/31/25	1005601	56101	Repair/Maint Services - E	119.85
	INVOICE: 035642									
	872	07/09/25	20260136	8000302	P	07/31/25	1005601	56101	Repair/Maint Services - E	119.85
	INVOICE: 035658									
	874	07/09/25	20260136	8000302	P	07/31/25	1005601	56101	Repair/Maint Services - E	119.85
	INVOICE: 035688									
	VENDOR TOTALS	1,078.65 YTD INVOICED					10,247.13 YTD PAID			1,078.65
10063	ANIMAL FRIENDS PET HOTEL									
	625	07/12/25	20260068	8000303	P	07/31/25	1004121	55999	Other Prof/Technical Serv	161.00
	INVOICE: 720292037									
	VENDOR TOTALS	161.00 YTD INVOICED					14,101.60 YTD PAID			161.00
19520	ANSWER CALIFORNIA									
	753	07/01/25	20260130	8000304	P	07/31/25	6005802	55999	Other Prof/Technical Serv	732.57
	INVOICE: 000036-951-171									
	VENDOR TOTALS	732.57 YTD INVOICED					10,610.64 YTD PAID			732.57
11254	ARC DOCUMENT SOLUTIONS LLC									
	569	07/10/25		8000305	P	07/31/25	1007203	55104	Printing/Binding Services	143.86
	INVOICE: 12859982									
	571	07/10/25		8000305	P	07/31/25	1007203	55104	Printing/Binding Services	17.28
	INVOICE: 12860141									
	VENDOR TOTALS	161.14 YTD INVOICED					2,241.13 YTD PAID			161.14
1147	ARCHIES TOWING									
	676	07/06/25	20260050	8000306	P	07/31/25	1005401	56999	Other Repair/Maint Servic	107.50
	INVOICE: 264817									
	677	07/07/25	20260050	8000306	P	07/31/25	1005401	56999	Other Repair/Maint Servic	107.50
	INVOICE: 264738									

PAID INVOICES REPORT

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	678	07/09/25	20260050	8000306	P	07/31/25	1005401	56999	Other Repair/Maint Servic	107.50
	INVOICE: 264869									
	680	07/21/25	20260050	8000306	P	07/31/25	1005401	56999	Other Repair/Maint Servic	107.50
	INVOICE: 265142									
	VENDOR TOTALS		430.00 YTD INVOICED					19,388.50 YTD PAID		430.00
7191	AT & T									
	720	07/13/25	20260067	8000307	P	07/31/25	1004011	56201	Telephone Services	1,215.24
	INVOICE: 000023779404									
	VENDOR TOTALS		1,215.24 YTD INVOICED					19,640.28 YTD PAID		1,215.24
13658	BEE EMERGENCY RESPONSE TE									
	793	07/24/25	20260046	8000308	P	07/31/25	6005802	55999	Other Prof/Technical Serv	110.00
	INVOICE: 027935									
	VENDOR TOTALS		110.00 YTD INVOICED					8,990.00 YTD PAID		110.00
7139	OSWALDO BERNAL									
	608	07/02/25		8000309	P	07/31/25	6015501	57104	Dues & Memberships	365.00
	INVOICE: 26 CWEA MEMBERSHIP									
	VENDOR TOTALS		365.00 YTD INVOICED					684.00 YTD PAID		365.00
1624	C WELLS PIPELINE MATERIALS									
	756	07/09/25	20260091	8000310	P	07/31/25	6005803	81999	Other Capital Outlay	363.66
	INVOICE: SINV25-3592									
	757	07/16/25	20260091	8000310	P	07/31/25	6005803	81999	Other Capital Outlay	443.93
	INVOICE: SINV25-3688									
	758	07/10/25	20260091	8000310	P	07/31/25	6005803	81999	Other Capital Outlay	1,912.56
	INVOICE: SINV25-3645									
	759	07/09/25	20260091	8000310	P	07/31/25	6005803	81999	Other Capital Outlay	968.67
	INVOICE: SINV25-3611									
	VENDOR TOTALS		3,688.82 YTD INVOICED					123,983.29 YTD PAID		3,688.82
17952	CAL-STATE AUTO PARTS INC									
	814	07/01/25	20260157	8000311	P	07/31/25	100	15203	Fleet Inventory	209.77
	INVOICE: 437099									
	815	07/01/25	20260157	8000311	P	07/31/25	100	15203	Fleet Inventory	45.58
	INVOICE: 437110									
	816	07/01/25	20260157	8000311	P	07/31/25	100	15203	Fleet Inventory	473.03
	INVOICE: 437111									
	817	07/01/25	20260157	8000311	P	07/31/25	100	15203	Fleet Inventory	20.00
	INVOICE: 437689									
	818	07/02/25	20260157	8000311	P	07/31/25	100	15203	Fleet Inventory	31.32
	INVOICE: 437863									
	820	07/03/25	20260157	8000311	P	07/31/25	100	15203	Fleet Inventory	159.34
	INVOICE: 438634									
	821	07/03/25	20260157	8000311	P	07/31/25	100	15203	Fleet Inventory	39.92

PAID INVOICES REPORT

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE: 438638									
	822	07/03/25	20260157	8000311	P	07/31/25	100	15203	Fleet Inventory	193.56
	INVOICE: 438802									
	823	07/07/25	20260157	8000311	P	07/31/25	100	15203	Fleet Inventory	484.12
	INVOICE: 439508									
	824	07/09/25	20260157	8000311	P	07/31/25	100	15203	Fleet Inventory	312.48
	INVOICE: 441152									
	825	07/11/25	20260157	8000311	P	07/31/25	100	15203	Fleet Inventory	370.46
	INVOICE: 442106									
	VENDOR TOTALS	2,339.58 YTD INVOICED						36,991.53 YTD PAID		2,339.58
82	CHAMP SHOE REPAIR									
	857	07/17/25		8000312	P	07/31/25	1003121	56101	Repair/Maint Services - E	150.00
	INVOICE: 0452313									
	VENDOR TOTALS	150.00 YTD INVOICED						916.00 YTD PAID		150.00
18974	CHARTER COMMUNICATIONS HOLDING									
	834	07/01/25	20260156	8000313	P	07/31/25	1003011	56201	Telephone Services	690.00
	INVOICE: 189065601070125									
	835	07/01/25	20260156	8000313	P	07/31/25	1003011	56201	Telephone Services	268.29
	INVOICE: 189065401070125									
	837	07/01/25		8000313	P	07/31/25	1003011	56201	Telephone Services	268.29
	INVOICE: 188991501070125									
	838	07/01/25	20260156	8000313	P	07/31/25	1003011	56201	Telephone Services	40.00
	INVOICE: 189065501070125									
	953	07/21/25	20260069	8000314	P	07/31/25	1004011	56201	Telephone Services	950.00
	INVOICE: 189067401072125									
	954	07/21/25	20260069	8000315	P	07/31/25	1004011	56201	Telephone Services	428.59
	INVOICE: 187909301072125									
	VENDOR TOTALS	2,645.17 YTD INVOICED						71,442.51 YTD PAID		2,645.17
19162	CINTAS CORPORATION NO 3									
	831	07/02/25	20260134	8000316	P	07/31/25	1005401	56107	Laundry Services	137.32
	INVOICE: 4235759937									
	832	07/09/25	20260134	8000316	P	07/31/25	1005401	56107	Laundry Services	136.47
	INVOICE: 4236407423									
	VENDOR TOTALS	273.79 YTD INVOICED						8,116.73 YTD PAID		273.79
101	CULLIGAN									
	557	06/30/25	20260008	8000317	P	07/31/25	6005802	53199	Misc. Operating Supplies	112.86
	INVOICE: 1998783									
	VENDOR TOTALS	112.86 YTD INVOICED						2,377.89 YTD PAID		112.86
20534	EXPERT AUTO GLASS									
	683	07/15/25	20260055	8000318	P	07/31/25	1005401	56999	Other Repair/Maint Servic	150.00
	INVOICE: 21430									

PAID INVOICES REPORT

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	684	07/15/25	20260055	8000318	P	07/31/25	1005401	56999	Other Repair/Maint Servic	150.00
	INVOICE:	21431								
	VENDOR TOTALS		300.00 YTD INVOICED				3,164.64 YTD PAID			300.00
1639	FACTORY MOTOR PARTS CO									
	807	07/01/25	20260128	8000319	P	07/31/25	100	15203	Fleet Inventory	65.59
	INVOICE:	11-2046480								
	808	07/02/25	20260128	8000319	P	07/31/25	100	15203	Fleet Inventory	8.28
	INVOICE:	11-2046594								
	809	07/02/25	20260128	8000319	P	07/31/25	100	15203	Fleet Inventory	263.77
	INVOICE:	11-2046622								
	810	07/02/25	20260128	8000319	P	07/31/25	100	15203	Fleet Inventory	135.58
	INVOICE:	11-2046678								
	811	07/03/25	20260128	8000319	P	07/31/25	100	15203	Fleet Inventory	32.09
	INVOICE:	11-2046716								
	812	07/07/25	20260128	8000319	P	07/31/25	100	15203	Fleet Inventory	131.46
	INVOICE:	11-2046937								
	813	07/08/25	20260128	8000319	P	07/31/25	100	15203	Fleet Inventory	50.11
	INVOICE:	11-2047129								
	VENDOR TOTALS		686.88 YTD INVOICED				6,371.71 YTD PAID			686.88
133	FEDERAL EXPRESS CORP									
	878	07/04/25		8000320	P	07/31/25	1001401	53104	Postage	95.29
	INVOICE:	8-914-34044								
	VENDOR TOTALS		95.29 YTD INVOICED				196.65 YTD PAID			95.29
147	GANAHL LUMBER COMPANY									
	854	07/16/25		8000321	P	07/31/25	5603121	83101	Trail Improvements	135.55
	INVOICE:	011524622								
	855	07/16/25		8000321	P	07/31/25	5603121	83101	Trail Improvements	1,002.20
	INVOICE:	011512240								
	VENDOR TOTALS		1,137.75 YTD INVOICED				25,517.88 YTD PAID			1,137.75
2972	GOLDEN WEST COLLEGE									
	630	07/02/25	20260061	8000322	P	07/31/25	1004011	57101	Training/Conference/Meeti	6,903.00
	INVOICE:	RBC175-15								
	VENDOR TOTALS		6,903.00 YTD INVOICED				11,519.00 YTD PAID			6,903.00
7956	HARDIN HONDA									
	935	08/13/25	20260162	8000323	P	07/31/25	1004133	56301	Rents & Leases	599.79
	INVOICE:	483245332 8/13/25								
	936	08/24/25	20260162	8000324	P	07/31/25	1004133	56301	Rents & Leases	585.79
	INVOICE:	487763993 8/24/25								
	938	08/16/25	20260162	8000325	P	07/31/25	1004133	56301	Rents & Leases	589.79
	INVOICE:	491544049 8/16/25								
	940	08/29/25	20260162	8000326	P	07/31/25	1004121	56301	Rents & Leases	550.75

PAID INVOICES REPORT

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VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE: 493269318 8/29/25									
	VENDOR TOTALS	4,652.24 YTD INVOICED						33,076.46 YTD PAID		2,326.12
4358	HILLTOP ALARMS INC									
	565	07/01/25		8000327	P	07/31/25	1007203	56999	Other Repair/Maint Servic	204.00
	INVOICE: 46394									
	567	07/01/25		8000327	P	07/31/25	1007203	56999	Other Repair/Maint Servic	270.00
	INVOICE: 46409									
	689	07/01/25		8000327	P	07/31/25	1005601	56101	Repair/Maint Services - E	195.00
	INVOICE: 46385									
	694	07/01/25		8000327	P	07/31/25	1005601	56101	Repair/Maint Services - E	225.00
	INVOICE: 46592									
	697	07/01/25		8000327	P	07/31/25	1005601	56101	Repair/Maint Services - E	195.00
	INVOICE: 46593									
	700	07/01/25		8000327	P	07/31/25	1005601	56101	Repair/Maint Services - E	225.00
	INVOICE: 46594									
	VENDOR TOTALS	1,314.00 YTD INVOICED						16,285.00 YTD PAID		1,314.00
6309	HUNTINGTON SECURITY SYSTEMS									
	703	07/01/25		8000328	P	07/31/25	1005601	56101	Repair/Maint Services - E	34.59
	INVOICE: 0021579-IN									
	704	07/01/25		8000328	P	07/31/25	1005601	56101	Repair/Maint Services - E	34.59
	INVOICE: 0021580-IN									
	VENDOR TOTALS	69.18 YTD INVOICED						1,078.70 YTD PAID		69.18
16844	KILTER TERMITE AND PEST CONTRL									
	859	07/01/25	20260137	8000329	P	07/31/25	1005601	56101	Repair/Maint Services - E	250.00
	INVOICE: 634005									
	860	07/01/25	20260137	8000329	P	07/31/25	1005601	56101	Repair/Maint Services - E	175.00
	INVOICE: 634072									
	861	07/09/25	20260137	8000329	P	07/31/25	1005601	56101	Repair/Maint Services - E	250.00
	INVOICE: 634767									
	VENDOR TOTALS	675.00 YTD INVOICED						12,674.13 YTD PAID		675.00
15166	SARAH LEUNG									
	476	07/17/25		8000330	P	07/31/25	1005102	57101	Training/Conference/Meeti	593.63
	INVOICE: 07/15-16/2025RB									
	VENDOR TOTALS	593.63 YTD INVOICED						1,857.75 YTD PAID		593.63
15662	LOOPNET									
	621	07/02/25		8000332	P	07/31/25	1001218	55000	Contractual Services	550.00
	INVOICE: 122708734-1									
	639	07/02/25		8000331	P	07/31/25	1001218	55000	Contractual Services	536.21
	INVOICE: 122372278									

PAID INVOICES REPORT

CHECK RUN:250812-8 TO FISCAL 2026/12 07/01/2024 TO 07/31/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	1,086.21 YTD INVOICED					13,820.13 YTD PAID			1,086.21
519	MAIN STREET MATERIALS									
	762	07/22/25	20260090	8000333	P	07/31/25	6005803	81999	Other Capital Outlay	1,055.65
	INVOICE:	16190								
	763	07/16/25	20260090	8000333	P	07/31/25	6005803	81999	Other Capital Outlay	6,534.05
	INVOICE:	16184								
	VENDOR TOTALS	7,589.70 YTD INVOICED					48,724.02 YTD PAID			7,589.70
248	MC FADDEN-DALE INDUSTRIAL									
	764	07/10/25	20260105	8000334	P	07/31/25	6005802	53201	Repair & Maintenance Supp	652.91
	INVOICE:	581428/5								
	765	07/14/25	20260105	8000334	P	07/31/25	6005802	53201	Repair & Maintenance Supp	96.65
	INVOICE:	581753/5								
	767	07/15/25	20260105	8000334	P	07/31/25	6005802	53201	Repair & Maintenance Supp	460.20
	INVOICE:	581891/5								
	768	07/10/25	20260105	8000334	P	07/31/25	6005802	53201	Repair & Maintenance Supp	156.66
	INVOICE:	581480/5								
	VENDOR TOTALS	1,366.42 YTD INVOICED					3,810.92 YTD PAID			1,366.42
250	MC MASTER-CARR SUPPLY CO									
	661	07/02/25	20260034	8000335	P	07/31/25	100	15203	Fleet Inventory	135.62
	INVOICE:	48171394								
	663	07/10/25	20260034	8000335	P	07/31/25	100	15203	Fleet Inventory	27.96
	INVOICE:	48541530								
	667	07/18/25		8000335	P	07/31/25	100	15203	Fleet Inventory	15.47
	INVOICE:	48983703								
	671	07/21/25	20260034	8000335	P	07/31/25	100	15203	Fleet Inventory	21.53
	INVOICE:	49039235								
	675	07/22/25	20260034	8000335	P	07/31/25	100	15203	Fleet Inventory	22.71
	INVOICE:	49135484								
	VENDOR TOTALS	223.29 YTD INVOICED					28,803.08 YTD PAID			223.29
20584	JAMES MCPHERSON									
	481	07/21/25		8000336	P	07/31/25	1005102	57101	Training/Conference/Meeti	696.41
	INVOICE:	07/15-17/2025RB								
	VENDOR TOTALS	696.41 YTD INVOICED					1,864.44 YTD PAID			696.41
20909	MES SERVICE COMPANY LLC									
	772	07/15/25	118441	8000337	P	07/31/25	5603121	80101	Furniture, Fixture, Equip	81,190.03
	INVOICE:	IN2300864-A								
	800	07/15/25		8000337	P	07/31/25	5603121	80101	Furniture, Fixture, Equip	144.60
	INVOICE:	IN2300864-B								
	VENDOR TOTALS	81,334.63 YTD INVOICED					86,023.66 YTD PAID			81,334.63

PAID INVOICES REPORT

CHECK RUN:250812-8 TO FISCAL 2026/12 07/01/2024 TO 07/31/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
20752	MLS PARENT HOLDINGS LLC									
	640	07/15/25		8000338	P	07/31/25	7311301	55102	Legal Services	546.39
	INVOICE: 12887030									
	641	07/14/25		8000338	P	07/31/25	7311301	55102	Legal Services	115.35
	INVOICE: 13684718									
	642	07/14/25		8000338	P	07/31/25	7311301	55102	Legal Services	101.95
	INVOICE: 13684754									
	VENDOR TOTALS	763.69	YTD INVOICED	22,369.42	YTD PAID					763.69
291	ORANGE COUNTY FIRE CHIEFS ASSN									
	848	07/01/25		8000339	P	07/31/25	1003011	55105	Subscription Services	625.00
	INVOICE: FY25-26									
	VENDOR TOTALS	625.00	YTD INVOICED	1,250.00	YTD PAID					625.00
96	ORANGE CNTY TREASURER-TAX COLL									
	719	07/18/25		8000340	P	07/31/25	1004011	55104	Printing/Binding Services	135.20
	INVOICE: SH71920									
	VENDOR TOTALS	135.20	YTD INVOICED	2,270,657.65	YTD PAID					135.20
12836	ORANGE COUNTY WINWATER WORKS									
	898	07/24/25	20260086	8000341	P	07/31/25	6005803	54101	Noncapitalize Equipment	1,897.64
	INVOICE: 177607 01									
	VENDOR TOTALS	1,897.64	YTD INVOICED	9,517.97	YTD PAID					1,897.64
16972	RC EMPIRE ALIGNMENT & AUTO SVC									
	852	07/08/25		8000342	P	07/31/25	7311306	50299	Misc. Liability Expenses	1,381.66
	INVOICE: 4279									
	858	07/08/25		8000342	P	07/31/25	7311306	50299	Misc. Liability Expenses	1,077.79
	INVOICE: 4282									
	980	07/08/25		8000342	P	07/31/25	7311306	50299	Misc. Liability Expenses	1,862.96
	INVOICE: 4280									
	VENDOR TOTALS	4,322.41	YTD INVOICED	66,415.26	YTD PAID					4,322.41
16987	CASANDRA ROLDAN									
	777	07/28/25		8000343	P	07/31/25	1004011	57101	Training/Conference/Meeti	115.00
	INVOICE: 07/14-18/2025RB									
	VENDOR TOTALS	115.00	YTD INVOICED	2,126.10	YTD PAID					115.00
4256	MICHAEL SELLERS									
	672	07/25/25		8000344	P	07/31/25	1004011	57101	Training/Conference/Meeti	243.00
	INVOICE: 07/21-23/2025RB									
	VENDOR TOTALS	243.00	YTD INVOICED	523.70	YTD PAID					243.00
25034	SOURCE TRUCKING ACADEMY LLC									

PAID INVOICES REPORT

CHECK RUN:250812-8 TO FISCAL 2026/12 07/01/2024 TO 07/31/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	668	07/23/25		8000345	P	07/31/25	1005201	57101	Training/Conference/Meeti	3,800.00
	INVOICE: 2908									
	670	07/23/25		8000345	P	07/31/25	1005201	57101	Training/Conference/Meeti	3,800.00
	INVOICE: 2909									
	VENDOR TOTALS	7,600.00	YTD INVOICED	7,600.00	YTD PAID					7,600.00
16802	SOUTHERN CALIFORNIA SHREDDING									
	631	07/23/25		8000346	P	07/31/25	1004011	55999	Other Prof/Technical Serv	130.00
	INVOICE: 286554									
	VENDOR TOTALS	130.00	YTD INVOICED	2,030.00	YTD PAID					130.00
20235	SOUTHERN TIRE MART LLC									
	833	07/07/25	20260159	8000347	P	07/31/25	100	15203	Fleet Inventory	1,177.87
	INVOICE: 7090051725									
	VENDOR TOTALS	1,177.87	YTD INVOICED	15,849.58	YTD PAID					1,177.87
21022	SUN PAC STORAGE CONTAINERS INC									
	599	06/30/25		8000348	P	07/31/25	1003112	53199	Misc. Operating Supplies	595.00
	INVOICE: 3820583									
	VENDOR TOTALS	595.00	YTD INVOICED	1,580.00	YTD PAID					595.00
1303	SUNRISE MULTISPECIALIST MED CT									
	856	07/24/25		8000349	P	07/31/25	1003121	55101	Professional/Technical Se	35.00
	INVOICE: 00196551-00									
	VENDOR TOTALS	213.32	YTD INVOICED	35,263.34	YTD PAID					35.00
20937	TANDEM SOLUTIONS									
	877	07/08/25	20260132	8000350	P	07/31/25	1003121	55000	Contractual Services	9,834.00
	INVOICE: EOCEX_25-01									
	VENDOR TOTALS	9,834.00	YTD INVOICED	52,394.00	YTD PAID					9,834.00
25035	MATTHEW TAYLOR									
	666	07/25/25		8000351	P	07/31/25	1004011	57101	Training/Conference/Meeti	157.62
	INVOICE: 07/09-11/2025RB									
	VENDOR TOTALS	157.62	YTD INVOICED	157.62	YTD PAID					157.62
20346	THE WORLD FAMOUS PASCUAL									
	543	07/19/25		8000352	P	07/31/25	1004011	53102	Uniforms & Clothing	178.71
	INVOICE: 000062									
	VENDOR TOTALS	536.13	YTD INVOICED	2,150.28	YTD PAID					178.71
413	TOYOTA OF ORANGE									
	138	07/03/25		8000353	P	07/31/25	1004133	56301	Rents & Leases	533.78

PAID INVOICES REPORT

CHECK RUN:250812-8 TO FISCAL 2026/12 07/01/2024 TO 07/31/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE: 010272E6125 7/3/25									
	144	07/04/25		8000354	P	07/31/25	1004133	56301	Rents & Leases	498.74
	INVOICE: 010272B3581 7/4/25									
	941	08/24/25	20260163	8000355	P	07/31/25	1004121	56301	Rents & Leases	498.48
	INVOICE: 010272ZV302 8/24/25									
	943	08/03/25	20260163	8000356	P	07/31/25	1004133	56301	Rents & Leases	533.78
	INVOICE: 010272E6125 8/3/25									
	944	08/03/25	20260163	8000357	P	07/31/25	1004132	56301	Rents & Leases	498.76
	INVOICE: 010272C4596 8/3/25									
	945	08/18/25	20260163	8000358	P	07/31/25	1004132	56301	Rents & Leases	498.54
	INVOICE: 010272C5688 8/18/25									
	946	08/08/25	20260163	8000359	P	07/31/25	1004121	56301	Rents & Leases	498.35
	INVOICE: 010272E8364 8/8/25									
	947	08/21/25	20260163	8000360	P	07/31/25	1004133	56301	Rents & Leases	499.80
	INVOICE: 010272ZX260 8/21/25									
	948	08/11/25	20260163	8000361	P	07/31/25	1004133	56301	Rents & Leases	491.77
	INVOICE: 010272A1808 8/11/25									
	950	08/21/25	20260163	8000362	P	07/31/25	1004133	56301	Rents & Leases	498.74
	INVOICE: 010272B3581 8/21/25									
	VENDOR TOTALS	8,036.44	YTD INVOICED				56,055.74	YTD PAID		5,050.74
3155	TRI-AD									
	839	07/23/25	20260155	8000363	P	07/31/25	1001401	55999	Other Prof/Technical Serv	674.50
	INVOICE: 95079759									
	VENDOR TOTALS	674.50	YTD INVOICED				9,412.73	YTD PAID		674.50
20135	TRULY NOLEN OF AMERICA INC									
	688	07/11/25	20260023	8000364	P	07/31/25	1005601	56999	Other Repair/Maint Servic	150.00
	INVOICE: 712138205									
	VENDOR TOTALS	150.00	YTD INVOICED				2,340.00	YTD PAID		150.00
335	UC IRVINE MEDICAL CENTER									
	418	07/09/25		8000365	P	07/31/25	1004131	55101	Professional/Technical Se	875.00
	INVOICE: 25802									
	VENDOR TOTALS	875.00	YTD INVOICED				4,275.00	YTD PAID		875.00
431	W W GRAINGER INC									
	760	07/23/25	20260147	8000366	P	07/31/25	6005802	56102	Repair/Maint Services-Fac	253.22
	INVOICE: 9583581062									
	761	07/11/25	20260147	8000366	P	07/31/25	6005802	56102	Repair/Maint Services-Fac	2,356.17
	INVOICE: 9568961024									
	VENDOR TOTALS	2,609.39	YTD INVOICED				37,450.92	YTD PAID		2,609.39
441	WEST PUBLISHING CORP									
	633	07/04/25		8000367	P	07/31/25	1001301	55105	Subscription Services	775.80
	INVOICE: 852265179									

PAID INVOICES REPORT

CHECK RUN:250812-8 TO FISCAL 2026/12 07/01/2024 TO 07/31/2025

VENDOR	NAME / DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS		775.80 YTD INVOICED				2,683.01 YTD PAID			775.80
18330	WILCOX SUPPLY INC									
	660	07/03/25	20260015	8000368	P	07/31/25	100	15203	Fleet Inventory	292.61
	INVOICE: 310611-1									
	VENDOR TOTALS		292.61 YTD INVOICED				1,837.23 YTD PAID			292.61
2801	YO FIRE SUPPLIES									
	782	07/15/25	20260092	8000369	P	07/31/25	6005803	81999	Other Capital Outlay	1,303.78
	INVOICE: 1034221									
	VENDOR TOTALS		1,303.78 YTD INVOICED				129,590.10 YTD PAID			1,303.78
									REPORT TOTALS	165,203.29

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	69	165,203.29

** END OF REPORT - Generated by Holli Kittleson **

City of Orange

Finance Department - Accounts Payable

WW # 0321

WEEKLY WARRANT WRITING CHECK REGISTER

Warrant Writing	Warrant Writing Confirmation Date: 07/31/25 5 of 5 reports for 08/12/25 Council Meeting
Notes:	
Requester Signature:	eSigned via GovOS.com Holli Kittleson Key: c75eb71bc2d138050ea61da6a02e3123 — Date: 07-31-2025

AGENDA ITEM NO. 3.2

I certify that the attached register of demands has been prepared and audited under my direction and supervision. I also certify that each demand is accurately set forth and correctly stated, that each is a legal obligation of the City, and that there are sufficient funds available for the payment of each demand.

Please review and approve before:

eSigned via GovOS.com Lillian Wen Key: 255ce3af4128a3a50bd1b4b009bc5bbc 08-05-2025 Lillian Wen, Finance — Date	Comments:
eSigned via GovOS.com Key: d3b9b88f-da90-4693-bd42-b7973c0a7d37 08-05-2025 Tom Kisela, City Manager — Date	Comments:
eSigned via GovOS.com Pamela Coleman Key: 52f7c7947ed47a25c77b48742be39aca 08-05-2025 Pam Coleman, City Clerk — Date	Comments:

Agenda Item

City Council

Item #: 3.3. 8/12/2025 **File #:** 25-0453

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Pamela Coleman, City Clerk/City Clerk Services Director**

1. SUBJECT

Approval of minutes of the City of Orange City Council Special Meeting held on July 19, 2025; and Regular Meeting held on July 22, 2025.

2. SUMMARY

Submitted for your consideration and approval are the minutes of the above meetings.

3. RECOMMENDED ACTION

Approve minutes as presented.

4. ATTACHMENTS

- July 19, 2025, Special Meeting minutes
- July 22, 2025, Regular Meeting minutes

Agenda Item

City Council

Item #: 3.3. 8/12/2025 **File #:** 25-0453

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Pamela Coleman, City Clerk/City Clerk Services Director**

1. SUBJECT

Approval of minutes of the City of Orange City Council Special Meeting held on July 19, 2025; and Regular Meeting held on July 22, 2025.

2. SUMMARY

Submitted for your consideration and approval are the minutes of the above meetings.

3. RECOMMENDED ACTION

Approve minutes as presented.

4. ATTACHMENTS

- July 19, 2025, Special Meeting minutes
- July 22, 2025, Regular Meeting minutes

MINUTES - DRAFT

City of Orange

City Council

July 19, 2025

The City Council of the City of Orange, California convened on Saturday, July 19, 2025, at 8:30 a.m. for a Special Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

8:30 AM CLOSED SESSION

1. CALL TO ORDER

Mayor Slater called the meeting to order at 8:31 a.m.

1.1 ROLL CALL

Present: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Absent: None

Councilmember Barrios joined the meeting at 8:35 a.m. and Councilmember Gutierrez joined the meeting at 8:43 a.m.

2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None

3. RECESS TO CLOSED SESSION

The City Council recessed to Closed Session at 8:32 a.m. with all Members present, except Councilmember Barrios who joined Closed Session at 8:35 a.m. and Councilmember Gutierrez who joined Closed Session at 8:43 a.m., to discuss the following:

a. PUBLIC EMPLOYMENT

Pursuant to Government Code Section 54957(b)1
Title: City Attorney

4. CLOSED SESSION REPORT

None

Draft

5. ADJOURNMENT

There being no further business, the meeting was adjourned at 12:40 p.m.

The next Regular City Council meeting will be held on Tuesday, July 22, 2025, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m., if necessary.

PAMELA COLEMAN
CITY CLERK

DANIEL R. SLATER
MAYOR

Draft

MINUTES - DRAFT

City of Orange

City Council

July 22, 2025

The City Council of the City of Orange, California convened on Tuesday, July 22, 2025, at 5:00 p.m. in a Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

Pursuant to Government Code Section 54953(b), Mayor pro tem Bilodeau participated in this meeting via teleconference from 2208 Menifee Court, Las Vegas, NV 89134. A copy of the agenda was posted at this location.

5:00 PM CLOSED SESSION

1. CALL TO ORDER

Mayor Slater called Closed Session to order at 5:00 p.m.

1.1 ROLL CALL

Present: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Absent: None

Mayor pro tem Bilodeau participated via teleconference.

2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None

3. RECESS TO CLOSED SESSION

The City Council recessed to Closed Session at 5:01 p.m. with all Members present to discuss the following:

a. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6
City Negotiators: Tom Kisela, City Manager; Monica Espinoza, Human Resources Director; Oliver Yee, Liebert, Cassidy, Whitmore
Employee Organizations: Orange Management Association, Orange Municipal Employees' Association, International Brotherhood of Electrical Workers (IBEW) Local 47 (Maintenance and Crafts and Water Division), and Top Management

b. PUBLIC EMPLOYMENT

Pursuant to Government Code Section 54957(b)1
Title: City Attorney

4. CLOSED SESSION REPORT

None

5. ADJOURNMENT

Closed Session was adjourned at 6:00 p.m.

6:00 PM REGULAR SESSION

1. OPENING/CALL TO ORDER

Mayor Slater called the meeting to order at 6:03 p.m.

1.1 INVOCATION

Given by Rev. Beth Chiaravalle from First Christian Church of Orange.

1.2 PLEDGE OF ALLEGIANCE

Led by Councilmember John Gyllenhammer.

1.3 ROLL CALL

Present: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Absent: None

Mayor pro tem Bilodeau participated via teleconference.

1.4 PRESENTATIONS/ANNOUNCEMENTS

Friends of Orange Public Library Presentation to the Orange Public Library.

Recognition of outgoing Board, Commission, and Committee members. Council recognized Library Board of Trustee Katie Montgomery for three years of service. A certificate of appreciation was mailed to the following members who were not able to attend the meeting: Library Board of Trustee Peggy Calvert for seven years of service, Park Planning & Community Events Commissioner Erika de Vries for two years of service, CDBG Committee Member Melissa Mikail for two years of service, and Traffic Commissioner Derek Tran for one year of service.

1.5 REPORT ON CLOSED SESSION ACTIONS

None

2. PUBLIC COMMENTS

Public Speakers:
Reggie Mundekis expressed concerns with the City becoming a contract city.
Michelle Rubio spoke on behalf of the Orange Management Association labor organization.
Cynthia Gonzalez spoke about recent federal immigration raids.
Ric Olsen discussed events that happened during the American Revolution.

Doug Redding announced the Wall that Heals will be in Orange in October.
Kimberly O'Neill spoke about recent federal immigration raids.
Andrea Garcia spoke about recent federal immigration raids.
Jason Will spoke about recent federal immigration raids.
Cynthia Nelson expressed disappointment with activities recently discontinued at the Senior Center.
Craig Attanasio spoke about recent federal immigration raids.
Alejandra Delgado spoke about recent federal immigration raids.
George Rodriguez spoke about recent federal immigration raids.
Mel Vernon spoke against the use of violence during federal immigration raids.

Written public comment
Janice Brownfield submitted an email describing the urban heat island effect.

3. CONSENT CALENDAR

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any member of the City Council, staff, or the public may request an item be removed from the Consent Calendar for discussion or separate action. Unless otherwise specified in the request to remove an item from the Consent Calendar, all items removed shall be considered immediately following action on the remaining items on the Consent Calendar.

3.1. Waive reading in full of all ordinances on the Agenda.

ACTION: Approved.

3.2. Confirmation of accounts payable warrant registers dated June 5, 12, 19, and 26, 2025; and payroll check warrants date June 6 and 20, 2025.

ACTION: Ratified the accompanying registers.

3.3. Approval of minutes of the City of Orange City Council Regular Meetings held on June 10 and June 24, 2025; and Special Meetings held on June 10, June 24, and July 8, 2025.

ACTION: Approved minutes as presented.

3.4. Agreement with AdminSure, Inc. for workers' compensation third-party administration services.

Item 3.4 was removed from the Consent Calendar for separate consideration by Councilmember Gyllenhammer.

Interim City Attorney Winthers responded to Council's questions about providing the service in-house. He explained because the City is self-insured, workers' compensation claims cannot be administered in-house.

ACTION: A motion was made by Councilmember Gyllenhammer, seconded by Councilmember Gutierrez, to approve the agreement and purchase for the City's workers' compensation third-party claims administration services with AdminSure, Inc. in the amount totaling $1,417,164 for a five-year term from July 1, 2025, to June 30, 2030.

The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: None

3.5. Agreement with the State of California, Department of California Highway Patrol for the Cannabis Tax Fund Grant Program for Fiscal Year 2025-2026. Resolution No. 11625.

ACTION: 1) Approved the agreement with the State of California, Department of California Highway Patrol in the amount of $187,247.69 for the Cannabis Tax Fund Grant Program; and authorized the City Manager and City Clerk to execute on behalf of the City.
2) Adopted Resolution No. 11625. A Resolution of the City Council of the City of Orange accepting funds in the amount of $187,247.69 from the State of California Highway Patrol for the Cannabis Tax Fund Grant Program, and authorizing the City Manager to execute the grant program Agreement and related documents.
3) Accepted into the City's General Fund (100) revenue budget $187,247.69 in grant funds from the State of California, Department of California Highway Patrol to:
100-4141-43299-264028 State-Other CTFGP FY 25-26
4) Authorized the appropriation of $187,247.69 into General Fund (100):

100-4141-51001-264028	Regular Salaries Safety-CTFGP	$ 40,000.00
100-4141-51003-264028	Overtime Safety-CTFGP	$147,247.69

3.6. License Agreements for nonprofit organizations to use public parking lots during the annual Orange International Street Fair.

ACTION: Approved the License Agreements with Orange Elderly Services, Orange County Friends of Music, and the Orange Public Library Foundation; and authorized the City Manager and City Clerk to execute on behalf of the City.

3.7. License agreement with the California Fire Museum to operate a fire department history museum at the Old Fire Headquarters facility located at 176 South Grand Street.

ACTION: Approved the license agreement with the California Fire Museum to operate a fire department history museum on a temporary basis at 176 South Grand Street; and authorized the Mayor and City Clerk to execute on behalf of the City.

3.8. Third Amendment to the Fiscal Year 2021-2022 Annual Action Plan and Amendment to the HOME Investment Partnerships-American Rescue Plan.

Note: A correction was made to recommended action items #2 and #3 to reflect it is not an agreement amendment, but rather a new agreement.

ACTION: 1) Approved the Third Amendment to the 2021-2022 Annual Action Plan and submit to the Department of Housing and Urban Development.
2) Approved the Agreement to the HOME-ARP Allocation Plan and submitted to the Department of Housing and Urban Development.
3) Authorized the City Manager or their designee to prepare and execute documents related to the Third Amendment of the 2021-2022 Annual Action Plan and Agreement to the HOME-ARP Allocation Plan on behalf of the City.

3.9. Memorandum of Understanding between City and Milan REI X, LLC.

Item 3.9 was removed from the Consent Calendar for separate consideration by Councilmember Gyllenhammer.

Staff responded to Council's questions regarding the proposed development and permits required.

Public Speakers:
The following spoke in opposition of approval of the MOU at this time: Laurel Maldonado, Dru Whitefeather, Doug Vogel, and Nathan Swanek.
Kim Plhen provided an update on the County's findings regarding the site.
Charles Curry supports the proposed development but opposes the density.

Written Public Comments
Sherry Panttaja, Orange Park Association, submitted a letter acknowledging the MOU as a useful roadmap in resolving the land use issues regarding the property.
Nicholas J. Tomic, Tinnelly Law Group, submitted a letter citing their overall concerns.
Alexander M. DeGood, Cox Castle, representing Milan, submitted a letter in response to Tinnelly Law Group's letter.

The following submitted eComments in support of the MOU: Philip Bettencourt, William Melcher, and Bonnie Robinson.

ACTION: A motion was made by Councilmember Gyllenhammer, seconded by Councilmember Tavoularis, to approve the Memorandum of Understanding with Milan REI X, LLC; and authorize the City Manager and City Clerk to execute on behalf of the City. The motion carried by the following vote:
Ayes: Bilodeau, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: Barrios
Absent: None

3.10. Appropriation of $2,760,000 for additional water supply cost from the Water Fund (600).

ACTION: Authorized the appropriation of $2,760,000 from the Water Fund (600) unreserved fund balance to:
600-5802-53105 Purchased Water for Resale

3.11. Appropriation of $18,000 in designated donation funding received from the Friends of Orange Public Library.

ACTION: 1) Accepted into the City's General Fund (100) revenue budget $18,000 in donation funds from the Friends of Orange Public Library to:
100-2101-48101-262105-48 Donations
2) Authorized the appropriation of $18,000 to General Fund (100):
100-2102-80101-262105-20 Furniture, Machinery & Equipment

3.12. Rejection of all bids for the Annual Asphalt Replacement at Various Locations project; Bid No. 24-25.19.

ACTION: Rejected all bids received for the Annual Asphalt Replacement at Various Locations project.

3.13. Third Amendment to Contract with All American Asphalt for Annual Asphalt Replacement for Water Repairs.

ACTION: Approved the Third Amendment to Contract with All American Asphalt in the amount of $120,000 for annual asphalt replacement at various locations for water repairs; and authorized the Mayor and the City Clerk to execute on behalf of the City.

3.14. Notice of Completion for the Police Department shower and restroom repairs (SP-4305).

ACTION: 1) Accepted Police Department shower and restroom repairs as complete.
2) Authorized the City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

3.15. Second Reading and adoption of an Ordinance of the City Council of the City of Orange amending Title 17 of the Orange Municipal Code to update the number of chickens permitted on residential properties and setback requirements. Ordinance No. 08-25.

A speaker card was submitted for Item 3.15; therefore, the item was removed from the Consent Calendar for separate consideration.

Public Speaker:
Paul Lamont spoke in opposition of adoption.

ACTION: A motion was made by Mayor pro tem Bilodeau, seconded by Mayor Slater, to adopt Ordinance No. 08-25. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: None

3.16. Authorize purchase of turnout safety gear and associated safety equipment from Allstar Fire Equipment under the Sourcewell cooperative purchasing agreement number 010424-LIO for Fiscal Year 2025-2026.

ACTION: Approved the purchase of fire suppression turnout safety gear and equipment from Allstar Fire Equipment in the amount of $257,000 for Fiscal Year 2025-2026.

3.17. Authorize purchase of print and audiovisual materials for the Orange Public Library from Baker & Taylor, Inc.

ACTION: 1) Approved purchase order for print and audiovisual materials from Baker & Taylor, Inc. in the amount of $92,000.
2) Authorized the City Manager to approve increases to the purchase order should the Library receive donations designated for purchase of additional print and audiovisual materials.

Draft

3.18. Authorize purchase of electronic content and library cataloging software from OCLC, Inc.

ACTION: 1) Approved purchase order for electronic content and cataloging software from OCLC, Inc. in the amount of $31,000.
2) Authorized the City Manager to approve increases to the purchase order should the Library receive donations designated for purchase of additional electronic content.

3.19. Request to close the Orange Public Libraries for various dates during Fiscal Year 2025-2026.

Item 3.19 was removed from the Consent Calendar for separate consideration by Councilmembers Gyllenhammer and Gutierrez.

Councilmember Gyllenhammer requested staff evaluate the possibility of restoring Library hours.

In response to Council's questions, staff confirmed the Library would remain open if any of the events did not take place.

ACTION: A motion was made by Councilmember Gyllenhammer, seconded by Councilmember Gutierrez, to approve the following Fiscal Year 2025-2026 closure dates of Orange Public Libraries to the public:
• 2:00 p.m. on Friday, August 29, 2025, and all day on Saturday, August 30, 2025
• 6:00 p.m. on Wednesday, November 26, 2025 (Orange Public Library & History Center)
• Wednesday, December 24, 2025 - Sunday, January 4, 2026
• Saturday, May 2, 2025 (Orange Public Library & History Center)
The motion carried by the following vote:
Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: None

Approval of the Consent Calendar

Items 3.4, 3.9, 3.15, and 3.19 were removed from the Consent Calendar and heard separately. All other items were approved as recommended.

A motion was made by Councilmember Barrios, seconded by Councilmember Tavoularis, to approve the Consent Calendar as recommended. The motion carried by the following vote:
Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: None

END OF CONSENT CALENDAR

* * * * * * * *

4. REPORTS FROM MAYOR SLATER

None

5. REPORTS FROM COUNCILMEMBERS

5.1. Consideration of a resolution relating to the preservation of the public trust in law enforcement officers and law enforcement agencies. (Barrios & Gutierrez)

Councilmember Barrios and Councilmember Gutierrez provided a brief staff report utilizing a PowerPoint presentation and requested Council consider adoption of the proposed resolution.

Public Speakers:
The following spoke in support of approval of the resolution: Reggie Mundekis, Daniel Orea, Florice Hoffman, Paul Hudson, Jane Hudson, Alexis, Bianey Chavez, Michael Ristig, Alex Freemon, Kathryn Wiser, Jana Anderson, Kimberly O'Neill, Mary Oberschlake, James Kushon, Jason Will, Mel Vernon, Matthew Robold, Rogelio Salas, Joe Frayne, Stacey Frayne, Adrienne Gladson, Kayla Asato, Christine Villegas, Thomas Martinez, John Campbell, and Julie Goodwin.
John Reina spoke in opposition of approval.

Written Public Comments
Congressman Luis Correa submitted a letter in support.
Orange County Board of Supervisors Sarmiento submitted a letter in support.
Assemblymember Avelino Valencia submitted a letter in support.
The following submitted eComments in support of approval: Chelsea Wojtkiewiez, David Keller, Shelly Parsons, Bonnie Robinson, and Susan Guilford.

Council discussed enforceability and lack of jurisdiction over federal agents.

Councilmember Barrios called for the question. Councilmember Gutierrez seconded.

There being no pending motion on the floor, a motion was made by Councilmember Dumitru, seconded by Mayor pro tem Bilodeau, to table the item. The motion carried by the following vote:

Aves: Bilodeau, Dumitru, Tavoularis, and Slater
Noes: Barrios, Gutierrez, and Gyllenhammer
Absent: None

RECESS: The City Council recessed at 8:58 p.m. and reconvened at 9:17 p.m. with all Members present (Mayor pro tem Bilodeau participating via teleconference).

5.2. Discuss potential budget savings proposed by a City of Orange labor group for consideration in the ongoing fiscal planning and operational adjustments. (Dumitru)

With Council consensus, Councilmember Dumitru requested staff review and analyze a potential cost savings proposal submitted by one of the labor organizations.

5.3. Discuss limited operational schedule for the Hart Park Pool "The Plunge" for July, August, and September 2025. (Dumitru)

With Council consensus, Councilmember Dumitru requested staff evaluate the possibility of opening the pool on 90+ degree days.

6. AB 1234 REPORTS

None

7. REPORTS FROM CITY MANAGER

7.1. Orange Police Department Fourth of July update.

Orange Police Department Chief Jevec provided a brief update on fireworks related calls-for-service and fireworks booth sales. A full financial report will be provided at a later time.

8. PUBLIC HEARINGS

8.1. Public hearing to consider the 2025 Public Health Goals Report for City drinking water.

Mayor Slater opened the Public Hearing at 9:32 p.m.; there being no speakers, Mayor Slater closed the Public Hearing at 9:32 p.m.

A motion was made by Councilmember Gutierrez, seconded by Councilmember Dumitru, to receive and file the 2025 Public Health Goals Report. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: None

8.2. Public Hearing to consider establishing Tobacco Retailer Permit fees and administrative fines for local tobacco control violations. Resolution No. 11624.

Mayor Slater opened the Public Hearing at 9:34 p.m.; there being no speakers, Mayor Slater closed the Public Hearing at 9:34 p.m.

Staff confirmed existing shops had been notified.

A motion was made by Councilmember Dumitru, seconded by Councilmember Gutierrez, to adopt Resolution No. 11624. A Resolution of the City Council of the City of Orange amending the City's Master Fee Schedule establishing an annual permit fee and fines for the Tobacco Retailer Permit Program. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: None

Draft

9. ADMINISTRATIVE REPORTS

9.1. Memorandum of Understanding between the City of Orange and the Greater Orange Community Arts Theater for the use of City land to build a performing and fine arts venue and first Amendment to the Agreement for Naming Rights Related to Fundraising Efforts by the Greater Orange Community Arts Theater Foundation.

A motion was made by Councilmember Gutierrez, seconded by Councilmember Dumitru, to: 1) Approve a Memorandum of Understanding between the City of Orange and the Greater Orange Community Arts Theater and authorize the Mayor and City Clerk to execute on behalf of the City of Orange; and 2) Approve the First Amendment to the Agreement with the Greater Orange Community Arts Theater Foundation; and authorize the Mayor and City Clerk to execute on behalf of the City of Orange. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: None

9.2. Agreement with Placeworks, Inc. for preparation of the Village at Orange specific plan and associated Environmental Impact Report.

During a brief discussion, staff confirmed the property owners would be paying for the full cost of the agreement.

Public Speaker:
Doug Hamilton spoke in support.

Written Public Comment
Cesar Covarrubias, The Kennedy Commission, submitted a letter in support.

A motion was made by Councilmember Tavoularis, seconded by Councilmember Gyllenhammer, to approve the agreement with Placeworks, Inc. in the amount of $1,191,690.16 for preparation of a specific plan for the Village at Orange property and associated Environmental Impact Report; and authorize the Mayor and City Clerk to execute on behalf of the City. The motion carried by the following vote:

Ayes: Bilodeau, Barrios, Dumitru, Gutierrez, Tavoularis, Gyllenhammer, and Slater
Noes: None
Absent: None

9.3. Update on Economic Development Implementation Plan for Fiscal Year 2025-26.

Economic Development Manager Aaron Schulze and Recreation Services Manager Danielle Malloy provided the update.

Report was received and filed.

Draft

9.4. Receive and file Grant Thornton Advisors, LLC’s report and recommendations.

Grant Thornton presented their report utilizing a PowerPoint presentation, and answered Council's questions.

Report was received and filed.

10. ADJOURNMENT

There being no further business, the meeting was adjourned at 11:19 p.m.

The next Regular City Council meeting will be held on Tuesday, August 12, 2025, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m., if necessary.

PAMELA COLEMAN
CITY CLERK

DANIEL R. SLATER
MAYOR

Draft

Agenda Item

City Council

Item #: 3.4. 8/12/2025 **File #:** 25-0433

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Adam Jevec, Chief of Police**

1. SUBJECT

Agreement with Siemens Industry, Inc., as a single source vendor, for video surveillance cameras, hardware, and licensing for the new Police Department Property storage facility.

2. SUMMARY

Installation of a comprehensive video surveillance system including cameras, hardware, and licensing for the newly designated Police Department Property storage facility in the amount of $46,458.

3. RECOMMENDED ACTION

Approve the agreement with Siemens Industry, Inc. in the amount of $46,458 for a video surveillance system; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this agreement is $46,458 and will be funded through the Lease Revenue Bond Fund (902):

902-1601-80299-255001 CIP - Corp Yard Renovations

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

6. DISCUSSION AND BACKGROUND

The Public Works Department is finalizing the buildout of a new, centralized Police Department Property storage facility to support the secure intake, storage, and retrieval of physical evidence. To ensure facility security and legal compliance, a robust video surveillance solution is required.

Siemens Industry, Inc. (Siemens) in Cypress, California offers advanced video surveillance solutions. Installation of a high-performance video surveillance system, to secure the new Police Department Property storage facility, will ensure chain-of-custody integrity, 24/7 monitoring, and compliance with Criminal Justice Information Systems (CJIS) standards.

The first-year fiscal impact for nine surveillance cameras, hardware, and licensing is $46,458. Funds in the Lease Revenue Bond Fund (902), Capital Improvement Project No. 255001, are available to be used for the procurement of surveillance cameras. The maintenance of cameras will be consolidated under a new contract with Siemens upon expiration of the existing maintenance

contract, expiring September 2026.

The City Council approved an agreement with Siemens through a competitive bidding process on January 12, 2021. Siemens is currently the single source provider of security platform services for the City.

The Police Department recommends approval of the agreement with Siemens in the amount of $46,458.

7. ATTACHMENT

- Agreement with Siemens Industry, Inc.

Agenda Item

City Council

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PROFESSIONAL SERVICES AGREEMENT
[Video Management and Surveillance Software and Maintenance Services – Storage Building]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this _____ day of _____, 2025 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and SIEMENS INDUSTRY, INC., a Delaware corporation ("Contractor"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City's business and City relies on Contractor's representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed FORTY-SIX THOUSAND FOUR HUNDRED FIFTY-EIGHT DOLLARS and 00/100 ($46,458.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders**. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses**. Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor**. At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent**. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons**. Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting**. No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force

or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. Time of Completion. Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. Time Is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. Reserved.

13. Delays and Extensions of Time. Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars ($1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars ($1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars ($1,000,000) per claim. Contractor agrees to keep

such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. **Termination**. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with

this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. **Governing Law and Venue**. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. **Integration**. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. **Notice**. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

"CONTRACTOR"	"CITY"
Siemens Industry, Inc. 6141 Katella Avenue Cypress, CA 90630 Attn.: Adam Harrold	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591 Attn.: Mike Dering
Telephone: (714) 454-6804 E-Mail: adam.harrold@siemens.com	Telephone: (714) 744-2285 E-Mail: mdering@cityoforange.org

25. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

"CONTRACTOR"	**"CITY"**
SIEMENS INDUSTRY, INC., a Delaware corporation	CITY OF ORANGE, a municipal corporation
*By:_____ Printed Name:_____ Title:_____	By:_____ Daniel R. Slater, Mayor
*By:_____ Printed Name:_____ Title:_____	ATTEST: _____ Pamela Coleman, City Clerk
	APPROVED AS TO FORM: _____ Nathalie Adourian Senior Assistant City Attorney

***<u>NOTE</u>: City requires the following signature(s) on behalf of the Contractor:**

-- (1) the Chairman of the Board, the President or a Vice-President, <u>AND</u> (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. <u>OR</u>

-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

√

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

"CONTRACTOR"

SIEMENS INDUSTRY, INC.,
a Delaware corporation

*By: _____ Electronically signed by: Benjamin Peeples Date: Jul 14, 2025 10:17 PDT

Printed Name: Benjamin Peeples, Area General Manager

Title: _____

*By: Fabian Umole Electronically signed by: Fabian Umole Date: Jul 16, 2025 10:26 PDT

Printed Name: Fabian Umole, Director of Finance

Title: _____

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Nathalie Adourian
Senior Assistant City Attorney

***NOTE:** **City requires the following signature(s) on behalf of the Contractor:**

-- **(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR**

-- **The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.**

√

EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]

SIEMENS
Ingenuity for life

Siemens Building Technologies
6141 Katella Ave, Cypress, CA 90630

Attention:
Mike Dering
City of Orange

Prepared By:
Adam Harrold
Security Solutions
Phone: 714-454-6804
adam.harrold@siemens.com

Date: 05/27/2025

PROPOSAL

Pricing Overview
City of Orange
PD Storage Building – Video Surveillance

Total: **$ 46,458.00**

Remarks:
Payment terms are Net 30. The Terms and Conditions of Sale shown on the attached are a part hereof. Per project aggregate general liability insurance is excluded. Prices quoted are firm for 30 days.

Proposal Accepted:
Siemens Industry, Inc. is authorized to proceed with the work as proposed.

By: _____
Purchaser: _____
Title: _____
Date:
Date:

Proposal Submitted:
Siemens Industry, Inc.

By: _____
Adam Harrold
Title: Security Account Executive
Date: May 27, 2025
Price valid for 30 days

Unrestricted

SIEMENS

Ingenuity for life

PROJECT SUMMARY

Siemens respectfully submits this Statement of Work and Pricing proposal for PD Storage Building. Siemens has utilized the following documentation for preparation of SOW and Pricing:

- Drawings 240906.1 – CoO PD Storage Bldg VSS Project 100% CD Submittal 2025-05-09
- Specs 240906_28 2300 – VSS 100% 2025-05-09

Siemens to provide a turnkey Genetec Video Management Solution. Siemens will furnish and install field devices, headend devices dedicated to newly installed cameras. Siemens will perform basic Genetec programming, and system commissioning.

1. Siemens to furnish and install (8) interior single lens IP cameras and wall mount brackets. Camera cable for interior to be free air.
2. Siemens to furnish and install (1) exterior multi-lens IP cameras and wall mount bracket. (1) ¾" conduit and building penetration to be provided by Siemens.
3. Siemens to provide basic programming of (9) new IP cameras into CoO existing NVR.
4. Siemens to furnish and install cabling to all cameras.
5. Siemens to provide and install cable support system for the cameras.
6. Siemens shall provide a project manager, and field specialist for installation and commissioning of described systems.

EXCLUSIONS

1. Pricing provided based on plans/specs
2. Siemens is not responsible for any required asbestos testing. Any asbestos testing or abatement deemed necessary is to be performed by others prior to beginning work.
3. All access control/intrusion scope is excluded.
4. City of Orange to provide all network connectivity, switch, and rack.
5. Siemens assumes 120VAC to be available at each headend location.

CLARIFICATION

1. Upon award of contract to Siemens Industry, Inc. we require the 100% Contract drawings in ACAD format for purposes of preparing shop drawings.
2. Siemens will furnish material cut sheets for submittal, for Siemens provided materials.
3. Siemens to update customer provided shop drawings to reflects as-builts.
4. Pricing includes project management for the duration of the tentative project schedule.
5. Pricing includes one (1) year warranty on materials and labor.
6. Requires City provided Electrician to provide and terminate 120 VAC circuit power to Siemens provided and installed panels. Siemens to tie into existing 110 VAC outlet.
7. Work is assumed to be completed during normal business hours Monday – Friday (7am-5pm), prevailing wage.
8. Pricing excludes Service Agreement, additional devices to be added to existing contract. Separate service renewal proposal to be provided.
9. Pricing valid for 60 days

Unrestricted

SIEMENS

Ingenuity for life

EQUIPMENT LIST

Device types	Model Number	Description	Quantity	PER UNIT	EXTENDED
Fixed Dome	P3268-LVE	Axis 4K Dome, 30FPS. Varifocal 3 to 8mm lens.	8	$ 1,125.79	$9,006.32
Multi Sensor	P3738-PLE	AXIS P3738-PLE Panoramic Camera offers 4x4K (4x8 MP) sensors and is perfect for 360° and 270° surveillance.	1	$ 2,047.74	$2,047.74
Accessories	T91D61	Wall Mount for P3738-PLE	1	$ 107.57	$107.57
Accessories	T91A64	Corner Mount for P3738-PLE	1	$ 96.29	$96.29
Accessories	T91H61	Wall Mount for P3268-LVE	8	$ 214.10	$1,712.80
Accessories	TP3103-E	Pendant Cap for P3268-LVE	8	$ 86.06	$688.48
Genetec Device License	GSC-Om-E-1C	1 Enterprise camera connection, Genetec™ Advantage	9	$ 252.21	$2,269.89
Genetec SSA	ADV-CAM-E-1Y	Genetec™ Advantage for 1 Omnicast™ Enterprise Camera – 1 year	9	$ 51.44	$462.96

PRICING BREAKOUT

Role:	Rate:	Hours:	Extended:
Project Manager	$ 225.09	24	$ 5,402.16
Service Specialist (Installation)	$ 188.55	88	$ 16,592.40
Service Specialist (Programming)	$ 188.55	16	$ 3,016.80
Engineering	$ 239.15	16	$ 3,826.40
SIEMENS PM /Installation/Commission Subtotal:			$ 28,837.76
Equipment, Hardware:			$ 15,255.24
CA Use Tax:			$ 1,136.81
Site Facilities/Lift:			$ 1,228.19
			$ 46,458.00

Unrestricted

SIEMENS
Ingenuity for life

TERMS AND CONDITIONS

DISCLAIMER

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

This Proposal is based on the Siemens Industry, Inc. Standard Terms and Conditions and the "Scope of Work" and are to be considered part of this proposal. Proposal is valid for thirty (30) days from below date. Payment is due from 30 days of invoice date. Cost summary provided for accounting purposes only. Additions and deletions will require a revised quote.

CLICK HERE FOR FULL TERMS AND CONDITIONS

- **Tariffs.** "Siemens' pricing is subject to adjustment for any direct or indirect new or modified taxes, duties, tariffs, or equivalent measures imposed by any U.S. or foreign governmental authority that are applicable to our offering, including any hardware, software, or service components contained therein. Siemens shall be entitled to an equitable adjustment in pricing to reflect the impacts of any such measures. Please note that the aforementioned measures specifically include any price adjustments required as a result of increased costs incurred by Siemens due to tariffs imposed by any governmental authority (including, without limitation, increased costs due to tariffs imposed by any governmental authority on Siemens' vendors)."

Agenda Item

City Council

Item #: 3.5. 8/12/2025 **File #:** 25-0434

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

FROM: **Jarad Hildenbrand, City Manager**

1. SUBJECT
Agreement with The Orange Chamber of Commerce Foundation to produce the annual Orange May Parade.

2. SUMMARY
On March 8, 2022, the City Council approved an agreement with the Orange Chamber of Commerce and Victors Bureau to produce the annual Orange May Parade. The most recent agreement has expired, and the proposed agreement with The Orange Chamber of Commerce Foundation would extend the term until December 31, 2030.

3. RECOMMENDED ACTION
Approve the agreement with The Orange Chamber of Commerce Foundation to produce the annual Orange May Parade; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT
None.

5. STRATEGIC PLAN GOALS
Goal 3: Enhance Public Communication Strategy and Quality of Life.

6. DISCUSSION AND BACKGROUND
The May Festival Parade was a City tradition from 1933 until 1991 when it was discontinued. The event marked the beginning of Valencia orange packing season and featured many civic organizations that enrich the community, including schools, churches, businesses, and nonprofits.

In 2019, the Orange Chamber of Commerce and Visitors Bureau (Chamber) successfully brought the event back as the Orange May Parade (Parade). The event is held the first Saturday of May from 10 a.m. to about 12 p.m. The parade route starts on East Chapman Avenue, heads west to the Plaza and then proceeds south on Glassell Street, ending at Almond Avenue.

The most recent production agreement ended on December 31, 2024. The proposed agreement would continue this community tradition with The Orange Chamber of Commerce Foundation (Foundation) taking the lead to produce the event. Aside from the Foundation producing the event, other key provisions include:

- The proposed agreement would give the Foundation the exclusive right to produce the Parade until December 31, 2030.
- That the Foundation will communicate with the Plaza merchants and residents about the

Parade.

- That the Foundation will reimburse the City for all costs associated with the Parade.
- That the Foundation will submit detailed staging plans no fewer than 60 days before the Parade.
- That the Fire Department will conduct final float inspections the day of the event.
- That float disbanding will occur along Almond Avenue between South Orange Street and South Shaffer Street.

7. ATTACHMENT

- Agreement with The Orange Chamber of Commerce Foundation

Agenda Item

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7. ATTACHMENT

- Agreement with The Orange Chamber of Commerce Foundation

AGREEMENT FOR PRODUCTION OF ORANGE MAY PARADE

This **AGREEMENT FOR PRODUCTION OF ORANGE MAY PARADE** ("Agreement") is made at Orange, California, on this _____ day of _____, 2025 ("Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and THE ORANGE CHAMBER OF COMMERCE FOUNDATION., a California non-profit public benefit corporation ("Foundation").

RECITALS

A. In 1933, City produced the annual May Festival Parade marking the beginning of the Valencia orange packing season in the City of Orange.

B. In 1991, City discontinued the production of the May Festival Parade.

C. Foundation desires to produce the May Festival Parade, renamed the Orange May Parade ("Parade"), to showcase and celebrate the City of Orange.

D. City and Foundation (collectively, "Parties") have developed a well-organized and effective working relationship ensuring the success of the Parade and City wishes to grant Foundation the exclusive right to produce the Parade.

NOW, THEREFORE, for and in consideration of the mutual and respective covenants and promises hereinafter contained and made, and subject to all of the terms and conditions hereof, the parties hereto do agree as follows:

1. Term and Termination of Agreement

A. This Agreement shall commence upon execution and shall terminate December 31, 2030, unless amended or sooner terminated as provided herein.

B. Foundation or City, acting through its City Manager or designee, each reserve the right to terminate this Agreement for any reason by providing a written notice of intent to terminate to the other party no fewer than 90 days prior to the commencement of the Parade for said year. Neither party shall be liable to other for any claim of damages or lost profits relating to any such termination.

2. Location

The Parade shall take place only on those public streets and rights-of-way in City, generally described as the area of (1) Chapman Avenue from the west side of Cambridge Street to the east side of Olive Street; (2) Almond Avenue from the west side of Cambridge Street to the east side of Glassell Street; and (3) Glassell Street from the south side of Almond Avenue to the north side of Maple Avenue, as more particularly identified in the map attached and incorporated herein as Exhibit "A."

3. Date and Time.

The Parade shall take place on the first Saturday of May from 10:00 a.m. through approximately Noon.

4. Foundation Obligations.

A. Production of Parade.

1) Foundation shall produce the Parade during the day and time stated in Section 3.

2) The "production of Parade" means all aspects of the planning, coordination, and execution of said Parade including, but not limited to: reviewing and approving applications for participants; preparing and distributing advertising; obtaining all licenses, permits and other applicable governmental approvals; obtaining all insurance set forth in Section 7; and developing a budget and fee schedule.

3) Foundation shall work with designated City representatives for business involving the Parade to ensure compliance with this Agreement.

B. Staging Layout.

1) The proposed staging layout map is contained in Exhibit "A." Each year, no fewer than sixty (60) days prior to the Parade, Foundation shall submit a detailed staging layout map for approval by the Police Department, Fire Department, and Public Works Department.

2) All fire lanes and fire breaks shown on the approved plan shall remain free and clear of all objects, materials, vehicles, and other obstructions during set up, during the course of the Parade, and at break down of the Parade.

C. Site Inspection.

1) No fewer than fifteen (15) days prior to the event, authorized representatives from City and Foundation shall walk the footprint of the Parade to ensure the footprint meets safety standards.

2) At 8:00 a.m. on the day of Parade, representatives from the Fire Department shall conduct a final inspection of Parade floats to ensure compliance with all Fire Code requirements.

D. Sanitation.

Unless otherwise stated herein, Foundation shall comply with all of the provisions of the Orange Municipal Code and all applicable state and federal mandates as they relate to all storm water issues, and as directed by City.

E. Communications and Contacts.

1) Foundation shall designate an individual to serve as a public contact for any and all inquiries, including but not limited to complaints related to the production of the Parade, and shall provide a list of contacts and phone numbers to City no fewer than thirty (30) days prior to commencement of the Parade.

2) Foundation will make reasonable efforts to engage with and educate downtown businesses regarding the Parade, footprint, hours, and any other Parade logistics that may interfere with local business operations.

F. Code of Conduct.

Foundation shall comply with and enforce the following guidelines related to its employees and volunteers, the general public, and all vendors within the Parade footprint:

1) With the exception of ADA-recognized service animals, animals are not permitted.

2) Skateboards, roller skates, scooters, bikes, or any motorized or self-propelled device (other than wheelchairs) for the purpose of personal motion are not permitted, unless approved by City.

3) Footwear and a shirt, or a similar form of covering as otherwise approved by City, must be worn at all times.

G. Maintenance and Inspection of Records.

Foundation shall maintain all records relating to this Agreement and the production of the Parade for a minimum of three (3) years following the expiration or termination of Agreement. All such records shall be available for inspection or review by an authorized representative of City within ten (10) days of written notice to Foundation.

H. Equipment, Supplies, Costs.

1) Foundation agrees to pay for all actual costs incurred by City for production of the Parade including pre and post-planning of the event and staff time.

a. "Planning" is defined as the process of coordinating the production of the Parade between City and Foundation.

2) Foundation agrees to furnish all equipment and supplies and shall bear all other costs and expenses reasonably necessary to carry out the purpose of this Agreement except as otherwise provided herein.

3) Foundation agrees to reimburse City for all costs and expenses incurred by City in providing materials and services for the Parade, including public safety and miscellaneous personnel.

a. The number of public safety personnel assigned is at the discretion of the Police Department and Fire Department.

b. Materials and services may include costs incurred by City related to damage and cleanup of public and private property directly related to Parade activities within the Parade footprint as depicted in Exhibit "A."

c. Reimbursement for said materials and services shall be due and payable within thirty (30) days of receipt of an itemized statement from City.

d. Foundation will only be responsible for the actual costs incurred by City related to the Parade.

5. Parade Planning Schedule and Responsibilities.

The planning schedule and responsibilities of each party are described in Exhibit "B" attached hereto and incorporated herein.

6. City Obligations.

A. City agrees that Foundation shall have the sole and exclusive right to produce the Parade.

B. City agrees to prepare the Parade footprint to a mutually acceptable condition at the City's expense, prior to commencement of the Parade.

C. City agrees to assign a liaison from each of the following departments: Public Works, Police, Fire, and City Manager's Office or its designee. The City Manager's Office or its designee will act as a direct liaison with Foundation as it pertains to the production, planning, and follow up of the Parade.

D. City agrees that any vendors or merchants within the Parade footprint and not otherwise participating in the Parade through Foundation approval process will be required to apply for and obtain a Special Event Permit from City.

E. City will encourage local businesses and neighbors to report all cleanup locations to City within forty-eight (48) hours of the closure of the Parade. City will provide an itemized bill to Foundation accordingly.

F. City shall provide Foundation with a detailed break-down of the actual costs incurred by City for labor, material, and equipment related to the Parade by June 30 or within sixty (60) days of the close of the Parade, whichever is sooner.

7. Insurance.

A. Foundation shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Foundation understands that it is an independent contractor and not entitled to any worker's compensation benefits under any City program.

B. Foundation shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) Two Million Dollars ($2,000,000) per occurrence with a Three Million Dollar ($3,000,000) aggregate; or (2) all the insurance coverage and/or limits carried by or available to Foundation. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

C. Foundation shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars ($1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Foundation. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

D. 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 Foundation under this Agreement.

E. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Foundation under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection B and C, above, shall apply to City as an additional insured.

F. The insurance policies maintained by Foundation shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Foundation will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

G. Before Foundation performs any work or prepares or delivers any materials, Foundation shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

H. All insurance maintained by Foundation shall be issued by companies admitted to conduct the pertinent line of insurance business in California.

I. Foundation shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Foundation for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Foundation.

J. Foundation agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Foundation shall look solely to its insurance for recovery. Foundation hereby grants to City, on behalf of any insurer providing insurance to either Foundation or City with respect to the services of Foundation herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

K . Foundation shall include all Foundation subcontractors, if any, and Parade vendors as additional insureds under its policies or shall require that said subcontractors and Foundation vendors maintain their own insurance consistent with the requirements stated herein.

8. <u>Indemnity</u>.

A. To the fullest extent permitted by law, Foundation agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

1) Any and all claims under worker's compensation acts and other employee benefit acts with respect to Foundation's employees or subcontractor's employees arising out of Foundation's work under this Agreement; and

2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act or omission of Foundation, or person, firm or corporation employed by Foundation, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Foundation, at Foundation's own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this Subsection, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this Subsection.

B. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

C. The indemnitees set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Foundation and its successors.

9. Standard Provisions.

A. Licenses. Foundation represents that it and any subcontractors it may engage possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Foundation and subcontractors, if any, shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

B. Independent Contractor. At all times during the term of this Agreement, Foundation shall be an independent contractor and not an employee of City. City shall have the right to control Foundation only insofar as the result of Foundation's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Foundation accomplishes services rendered pursuant to this Agreement. Foundation shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Foundation shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Foundation acknowledges that Foundation and any subcontractors, agents or employees employed by Foundation shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

C. Foundation Not Agent. Except as City may specify in writing, Foundation shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Foundation shall have no authority, express or implied, to bind City to any obligation whatsoever.

D. Amendment. No amendment of this Agreement or its Exhibits shall be effective unless in writing, signed by Foundation and City. City Manager is specifically authorized to execute amendments to this Agreement on behalf of City.

E. Assignment or Subcontracting. No assignment or subcontracting by Foundation of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has had the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

F. Equal Employment Opportunity. During the performance of this Agreement, Foundation agrees as follows:

1) Foundation shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Foundation shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex,

national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Foundation agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

2) Foundation shall, in all solicitations and advertisements for employees placed by, or on behalf of Foundation, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

3) Foundation shall cause the foregoing paragraphs 1) and 2) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

G. Conflicts of Interest. Foundation agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Foundation knows or has reason to know that Foundation, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Foundation further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

H. Compliance with all Laws/Immigration Laws.

1) Foundation shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

2) Foundation shall comply with all applicable Fire Department guidelines in effect January 1st of any given year during which the Parade is produced. Additional requirements may be added by the Fire Department as necessary, and at the Fire Department's discretion.

3) Foundation represents and warrants that Foundation:

a. Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

b. Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

c. Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Foundation's employees; and

d. Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

4) Foundation shall require all subcontractors to make the same representations and warranties as set forth in Subsection 3 above.

5) Foundation shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Foundation. Once such request has been made, Foundation may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

6) Foundation shall require all subcontractors to make the same verification as set forth in Subsection 5 above.

7) If Foundation or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

8) Foundation agrees to indemnify and hold City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of the Contrator's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

I. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Foundation agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

J. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties.

10. Notice.

Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within 3 days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

"CITY"	"Foundation"
City of Orange	The Orange Chamber of Commerce Foundation
300 E. Chapman Avenue	34 Plaza Square
Orange, CA 92866	Orange, CA 92866
Attn: City Manager	Attn: Elizabeth Holloman
cminfo@cityoforange.org	eholloman358@gmail.com

IN WITNESS of this Agreement, the parties enter into this Agreement on the year and day first above written.

THE ORANGE CHAMBER OF COMMERCE FOUNDATION

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Nathalie Adourian
Senior Assistant City Attorney

√

"CITY"
City of Orange
300 E. Chapman Avenue
Orange, CA 92866
Attn: City Manager
cminfo@cityoforange.org

"Foundation"
The Orange Chamber of Commerce Foundation
34 Plaza Square
Orange, CA 92866
Attn: Elizabeth Holloman
eholloman358@gmail.com

IN WITNESS of this Agreement, the parties enter into this Agreement on the year and day first above written.

THE ORANGE CHAMBER OF COMMERCE FOUNDATION

By: _____
Printed Name: Angelyn Cotale-Wydat
Title: OCCF Chair

By: EHolloman
Printed Name: Elizabeth Holloman
Title: Orange May Parade Chair

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Nathalie Adourian
Senior Assistant City Attorney

√

EXHIBIT "A"

FOOTPRINT OF THE ORANGE MAY PARADE

[Behind this sheet.]


Orange May Parade
Staging / Parade Route
THE ORANGE MAY PARADE
Maple Ave
N Center St
N Cambridge St
GUESTS / INDIVIDUAL VEHICLES
N. Shaffer St.
MARCHERS / ENTERTAINMENT UNITS
N. Cleveland St.
MARCHERS / ENTERTAINMENT UNITS
N. Harwood St.
MARCHERS / ENTERTAINMENT UNITS
N. Pine St.
Plaza Square
Start
Floats and Large Vehicles
Chapman Avenue
City Hall
Band Bus Parking Overflow
Band Bus Parking
St. John's
E Moreland Dr
BANDS
S. Shaffer St.
MARCHERS / ENTERTAINMENT UNITS
S. Harwood St.
EQUESTRIANS
S. Pine St.
S Olive St
S Cambridge St
Walker Hall
Participant Drop-off
W Almond Ave
END
Disbanding
E Almond Ave
S Orange St
S Grand St
S Center St
S Harwood St
Glassell
E Washington Ave
E Washington Ave
Staging Areas
Parade Route
Staging Entrances
Disbanding
Announcers
120

EXHIBIT "B"

ORANGE MAY PARADE
PLANNING SCHEDULE AND RESPONSIBLITES

The following is a guideline for the preparation, assignments, duties and responsibilities of Foundation, Orange Public Works Department ("OPW"), and other City departments in support of the Parade.

On-going

- Foundation fields calls from merchants and residents prior to the Parade.

Pre Event (60 days)

- Foundation submits to City the layout for the staging of Parade described in Section 4.B to Police, Fire, and Public Works for written approval.
- Foundation submits to City the layout and details of seating, tents, audio equipment and any other equipment or materials related to the Parade not provided by City. Include power needs, if any.

Pre Event (45 days)

- Foundation submits draft merchant letter to City for review.

Pre Event (30 days)

- Foundation distributes information letter to Plaza merchants and residents.
- Foundation provides a list of Foundation contacts and phone numbers to City.
- Foundation rents portable restrooms and advises City of locations.
- Foundation orders two cases of trash liners and delivers to Corp Yard.
- Foundation presents and conducts a meeting with Parade participants to provide city staff an opportunity to explain City standards and requirements.
- OPW orders disposable trash boxes
- OPW rents necessary equipment and materials for street closures
- OPW notifies OCTA of the parade footprint to re-route buses.

Pre Event (15 days)

- Authorized representatives from City and Foundation shall walk the footprint of the Parade to ensure the footprint meets safety standards.

Pre Event (5 days)

- OPW loads all equipment and material needed for setup and closure procedures.
- OPW posts “no parking signs” on streets and parking lots.

Pre-Staging of Event (36 hours)

- OPW brings stored materials to site.
- OPW provides and places advanced detour signs.

Day of the Event Duties

- By 7:00 a.m., OPW drops off trash liners and boxes.
- By 8:00 a.m., Foundation assembles and distributes trash boxes with liners throughout Parade footprint.
- Between 9:00 a.m. – 9:30 a.m., representatives from Orange Fire Department conduct a final inspection of Parade floats to ensure compliance with all Fire Code requirements.
- By 9:00 a.m., Foundation sets up seating, tents, audio equipment, and any other equipment or materials related to the Parade not provided by City.
- OPW places traffic signals on flash.
- OPW provides and places barricades and coordinates with Police for the removal of vehicles from the closure area and other posted parking within the footprint of the Parade.
- OPW staff periodically monitors right-of-way areas within Parade footprint for cleanliness and safety items.
- OPW notifies Foundation of any area out of compliance.
- OPW monitors trash boxes throughout the Parade footprint.
- OPW remains on-site to assist critical intersections.
- Foundation inspects Parade footprint and reports areas in need of OPW assistance.
- Foundation provides directional signs to portable restrooms throughout the Parade footprint.

Post Event

- Foundation coordinates removal of portable toilets and related directional signage.
- Foundation removes seating, tents, audio equipment, and any other equipment or materials set up by Foundation and not by City.
- OPW sweeps entire Parade footprint.
- OPW removes barricades and signage.
- OPW turns on and synchronizes traffic signals.
- OPW removes and disposes all trash boxes.
- OPW removes and stores all equipment and materials at Corp Yard.

Upon mutual agreement, Foundation and OPW will add or modify services as needed to ensure a safe closure, the public right-of-way is kept clean, and safe operation of the Parade.

Agenda Item

City Council

Item #: 3.6. 8/12/2025 **File #:** 25-0446

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Leslie Hardy, Community and Library Services Director**

1. SUBJECT

Agreement with Robertson Industries, Inc. for maintenance and repair of rubberized play surface material for tot lots in five City parks.

2. SUMMARY

This agreement provides ongoing maintenance and repair for the rubberized play surface material that provides safe fall zones for tot lots in five City parks, including El Camino Real, El Modena, Fred Barrera, Serrano, and Steve Ambriz Memorial Parks. The agreement term is for one year.

3. RECOMMENDED ACTION

Approve the agreement with Robertson Industries, Inc. in the amount not to exceed $56,522.40 for maintenance and repair of rubberized play surface material to maintain safe fall zones in five City park tot lots; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this agreement is $56,522.40 and will be funded through General Fund (100): 100-7203-56999 Maintenance Contracts

5. STRATEGIC PLAN GOALS

Goal 3: Enhance Public Communication Strategy and Quality of Life.

6. DISCUSSION AND BACKGROUND

The Community Services Department maintains seventeen tot lots (playgrounds) in sixteen parks. El Modena, Fred Barrera, Serrano, and Steve Ambriz Memorial Parks utilize poured-in-place (PIP) rubberized play surface material to constitute a safety surface while El Camino Real Park has a combination of engineered wood fiber and rubberized surface (the remaining tot lots all have engineered wood fiber surfaces). The five City playgrounds that utilize a PIP safety surface meet the American Society for Testing and Materials (ASTM F 1292-99) Specification for Impact Attenuation of Surface Systems under and around playground equipment.

Daily maintenance includes sweeping, blowing, spot cleaning, and inspection to ensure the surface is free of harmful debris and damage. In addition to the regular maintenance, the rubberized surfaces require comprehensive annual maintenance which includes pressure washing, re-coating, and repair. The maintenance program also includes a variety of efforts applied to each surface, depending on

need. Within this agreement term, additional PIP surface repairs are needed at Steve Ambriz Memorial Park, which includes seam repair, spider crack repairs, and some removal and replacement.

These services have historically been rendered by professional contractors. The current maintenance agreement expired on June 30, 2025, and as such staff began procurement activities to establish a new agreement for Fiscal Year 2025-2026. Staff is recommending Robertson Industries, Inc. (Robertson) to provide tot lot rubberized play surface maintenance and repair services. The City has had a positive experience with Robertson, as they have provided these services in the past. Robertson, a Playcore Company, is covered under national cooperative purchasing agreement #R230202, authorized by Region 4 Education Service Center and provided by OMNIA Partners, a cooperative purchasing organization. The pricing structure for all services under this proposed agreement will be per the OMNIA awarded rates. As such, competitive bidding for these services has already taken place, consistent with the City's purchasing policy, and the City may utilize this agreement for covered services without additional competitive bidding.

These repairs require an additional service cost on top of the annual maintenance costs.

The total expenditure for this one-year agreement is $56,522.40, which includes $38,945.00 for annual maintenance of five tot lots, $12,439.00 for surface repairs at Steve Ambriz Memorial Park, and a 10% percent contingency of $5,138.40.

7. ATTACHMENT

- Agreement with Robertson Industries, Inc.

Agenda Item

City Council

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MAINTENANCE SERVICES AGREEMENT
[Maintenance Services of Tot-Lots-OMNIA #R230202]

THIS MAINTENANCE SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this _____ day of _____, 2025 by and between the CITY OF ORANGE, a municipal corporation ("City") and ROBERTSON INDUSTRIES, INC., an Arizona corporation ("Contractor"), who agree as follows.

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. Contractor represents that it is experienced in performing the work and will follow the highest professional standards in performance of the work. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Robert Ambriz, Jr., Parks and Facilities Manager ("City's Project Manager"), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor's performance hereunder shall be under the supervision of City's Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City's Project Manager to the extent required by City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City's Project Manager and the City Manager.

2. Total Compensation, Annual Compensation and Fee Schedule.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed FIFTY-ONE THOUSAND THREE HUNDRED EIGHTY-FOUR DOLLARS and 00/100 ($51,384.00) without the prior written authorization of City.

b. In addition to the scheduled services to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by City's Project Manager. In anticipation of such contingencies, the sum of FIVE THOUSAND ONE HUNDRED THIRTY-EIGHT DOLLARS and 40/100 ($5,138.40) has been added to the total compensation of this Agreement. City's Project Manager may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as City's Project Manager and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of an Amendment to Agreement approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the City's Project Manager. Any and all additional work and services performed under this Agreement shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or

proposal submitted to and approved by City's Project Manager prior to the commencement of such services.

c. The total amount of compensation under this Agreement, including contingencies, shall not exceed FIFTY-SIX THOUSAND FIVE HUNDRED TWENTY-TWO and 40/100 ($56,522.40).

d. The compensation for services performed under this Agreement shall be paid as specified in Exhibit "A."

e. The above fee shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto and equipment rental, and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. Change Orders. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time, and adjustment of the compensation to be paid by City to Contractor.

5. Licenses. Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement.

Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. Designated Persons. Except as otherwise authorized by City's Project Manager, only the employees of Contractor shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. Assignment or Subcontracting. No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has had the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. Term. The term of this Agreement shall be for 11 months, commencing on August 1, 2025, and ending on June 30, 2026

11. Time Is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. Damages. If the Contractor does not perform the work in question within the time specified in the notice to proceed or fails to continue to comply, the City may then complete the work by City forces, by letting the unfinished work or services to another contractor, or by a combination of such methods. In any event, the cost of completing the work shall be charged against the Contractor and may be deducted from any money due or becoming due from the City. In the even the Contractor does not perform the work in question, the City has no obligation to pay the contractor for work not performed.

13. Delays and Extensions of Time. Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be

paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining

to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. Reserved.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) a combined single limit of One Million Dollars ($1,000,000.00) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars ($1,000,000.00); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to

City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Agreement.

f. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

g. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

h. All insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

i. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

j. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

k. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. **Termination**. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all

allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with Laws/Background.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. The work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers and shall comply with all statutory requirements thereunder. Statutory provisions for penalties for failure to comply with prevailing wage laws will be enforced. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

e. Contractor shall require all subcontractors to make the same representations and warranties as set forth herein.

f. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

g. All personnel performing any services to City under this Contract shall possess sufficient experience and security records to perform the work at public facilities. Contractor shall conduct and complete, to City's satisfaction, sufficient background checks to ensure no personnel performing services under this Contract is listed on the National Sex Offender Public Registry ("NSOPR"). Contractor shall monitor personnel security records to ensure no existing or new employees performing services under this Contract are added to the NSOPR or convicted of any crimes that would disqualify them from adhering to conduct conducive to public safety.

h. All costs associated with the documentation and verification required herein shall be borne by Contractor. Contractor shall require all subcontractors to provide the same documentation and verification when hired to perform services under this Contract. City has the right, in its sole and absolute discretion, to reject any employee of Contractor assigned to perform services for City, with or without cause, at the time of such assignment or at any time thereafter, and Contractor shall remove that employee from providing services to City to the extent permitted by law and any applicable collective bargaining agreement. City's rights under this Article shall not be exercised in an arbitrary or capricious manner, or with the intent of forcing a termination of this Contract.

i. Contractor agrees to indemnify and hold City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. **Integration**. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. **Notice**. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within 3 days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

"CONTRACTOR"	"CITY"
Robertson Industries, Inc. 2140 E. Cedar Street Tempe, AZ 85281 Attn.: Vince Brantley	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591 Attn.: Robert Ambriz, Jr.
Telephone: 714-904-8219 E-Mail: vbrantley@totturf.com	Telephone: 714-744-7283 E-Mail: rambriz@cityoforange.org

25. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

"CONTRACTOR"	**"CITY"**
ROBERTSON INDUSTRIES, INC., an Arizona corporation	CITY OF ORANGE, a municipal corporation
*By: William Stafford William Stafford (Jul 23, 2025 22:19:41 PDT) Printed Name: :LOOLDP Title: *HQHUDO (	By: _____ Daniel R. Slater, Mayor
*By: Thomas DiScipio Thomas DiScipio (Jul 24, 2025 11:10:58 EDT) Printed Name: 7KRPDV 'L Title: 9LFH 3UH	ATTEST: _____ Pamela Coleman, City Clerk
	APPROVED AS TO FORM: _____ Nathalie Adourian Senior Assistant City Attorney

***NOTE:** **The City requires the following signature(s) on behalf of the Contractor:**

-- **(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR**

-- **The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.**

√

COMPENSATION TABLE AGREEMENT ITEMIZATION

FY 25-26 CONTRACT TOTALS

YEAR ONE (FY-25-26) ANNUAL MAINTENANCE	
Fred Barrera Park -3200 SF	$2,400.00
Serrano Park -4600 SF	$3,450.00
El Camino Real Park -2127 SF	$1,595.00
Steve Ambriz Park -11200 SF	$24,080.00
El Modena Park -3450 SF	$7,420.00
SUB-TOTAL	*$38,945.00*
Proposal #25-42450 (Steve Ambriz Surfacing Repairs)	$12,439.00
YEAR ONE AGREEMENT TOTAL	$51,384.00
CONTINGENCY 10%	$5,138.40
CONTRACT TOTAL	$56,522.40

Unless otherwise directed by the City, all services rendered by Contractor shall be completed during FY 25-26 on or before June 30, 2026. All payments shall be made in accordance with the portion of work completed per the table above and in alignment with the contract term.

Scope of work and fee description are enumerated upon in the following pages (Contractor's Proposal; Maintenance Agreement Five (5) Parks and Steve Ambriz Memorial Park PIP Repairs)

Continued on following pages

CITY OF ORANGE
Maintenance Agreement for Five (5) Parks starting August 2025
OMNIA #R230202 – Expires July 2026

SCOPES OF WORK: (Work to be completed between August and October)

(A) Inspect Park, Pressure Wash Pad and Equipment and Repair up to 10 SF of PIP per Location.

(B) Inspect Park, Pressure Wash Pad and Equipment, Repair up to 10 SF of PIP per Location and provide a **Tot Turf ReFresh Aromatic Roll Coat**

Notes:

- Robertson's to make non-binding recommendations for any additional work not included in this agreement.
- Additional Repairs over the 10 SF per location will be charged at $28 per SF for Wear Course and $35 per SF for Wear Course with Buffing Repairs.
- Fencing and security to be the responsibility of the City.
- City and RRS to confirm schedule in June of each year.

5 Parks Totaling 24,577 SF

ODD YEARS (2025 etc.)

Fred Barrera Park - 8380 E Serrano Ave.	3200 SF	(A)	$2,400
Serrano Park - 2399 Apache Creek Dr.	4600 SF	(A)	$3,450
El Camino Real - 400 N Main St.	2127 SF	(A)	$1,595
Steve Ambriz Park - 611 Riverbend Parkway	11200 SF	(B)	$24,080
El Modena Park - 4645 E. Phillips Place	3450 SF	(B)	$7,420
TOTAL:		**$38,945**	

EVEN YEARS (2026 etc.)

Fred Barrera Park - 8380 E Serrano Ave.	3200 SF	(B)	$6,880
Serrano Park - 2399 Apache Creek Dr.	4600 SF	(B)	$9,890
El Camino Real - 400 N Main St.	2127 SF	(B)	$4,575
Steve Ambriz Park - 611 Riverbend Parkway	11200 SF	(A)	$8,400
El Modena Park - 4645 E. Phillips Place	3450 SF	(A)	$2,585
TOTAL:		**$32,330**	

~~**2-Year Contract = $71,275**~~

NOTE: CITY PROCEEDING/AUTHORIZING "ODD YEAR (2025)" ONLY; NOT "EVEN YEARS (2026)".

Proposal # 25-42450

Robertson Recreational Surfaces
A PLAYCORE Company

Robertson Industries, Inc.
2140 E. Cedar Street
Tempe, AZ 85281
(800) 858-0519
FAX: (602) 340-0402
www.totturf.com

Date Issued: 06/16/2025

Project Name: Steve Ambriz City of Orange - PIP Repairs
Address: 611 Riverbend Pkwy, Orange, CA 92865
Contact: Robert Ambriz
Phone: (714) 744-7283
Email: rambriz@cityoforange.org

Sales Representative
Name: Vince Brantley
Phone: +17149048219
Email: vbrantley@totturf.com

PRICE EXPIRES: 09/15/2025

PRODUCT NAME	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Surfacing Repairs	Surfacing Repairs per below	1	$12,439	$12,439
GRAND TOTAL				$12,439

CONTRACT TYPE: Omnia **WAGE TYPE:** State Prevailing **UNION:** No **CA GRANT:** No

DETAILED SCOPE:
OMNIA Contract #R230202 – Exp. July 2026
CA DIR Registration # 1000002700 - CA Contractors Lic. #667261 C/61 - D/12
PRICE BASED ON:
Prevailing Wages and apprenticeship requirements when applicable.
There are NO Union or Labor Agreements requirements included in our proposal.
Performance and/or Payment Bonds are Not Included (add 2% if required)

PIP Wear Course Repairs to be done at same time as Annual Maintenance
3 pads same area 100% Beige and 100% Std. Red – Aromatic
230 LF Perimeter Seam Repair at 4" wide = 77 SF
636 SF ½" Remove and Replace – see picture
70 Misc ½" Wear Course Repairs/Spider Cracks

Fencing Not Included - City to Secure

COMMENTS:

SECURITY:
N/A

Scheduling/Site Contact: Robert

Phone: 714-774-7283 Email: rambriz@cityoforange.org

Estimated Install Date:
Ready

INITIALS

Agenda Item

City Council

Item #: 3.7. 8/12/2025 **File #:** 25-0449

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Adam Jevec, Chief of Police**

1. SUBJECT

Agreement with CentralSquare Technologies, LLC for maintenance of the Police Department's Computer Aided Dispatch and Records Management System.

2. SUMMARY

Maintenance support for the continuation of the Orange Police Department's Computer Aided Dispatch and Records Management System in the amount of $56,332.37. This maintenance will ensure continued operational stability during the planning and implementation phase of the transition to a cloud-based solution.

3. RECOMMENDED ACTION

Approve the agreement with CentralSquare Technologies, LLC in the amount of $56,332.37 for maintenance of the Police Department's computer aided dispatch and records management system; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this agreement is $56,332.37 and will be funded through General Fund (100):

100-4011-55000 Contractual Services

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

6. DISCUSSION AND BACKGROUND

CentralSquare Technologies, LLC (CentralSquare) is the current vendor of the Police Department's Computer Aided Dispatch and Records Management System (CAD/RMS) used for basic operations, including dispatching and 9-1-1 services, data collection, workflow, and real-time reporting.

The Orange Police Department currently operates the CAD/RMS product on locally hosted, on-premise servers. In April 2025, the City Council approved an upgrade of the CAD/RMS product with CentralSquare to transition to a cloud-based solution. However, to ensure continuity of operations and avoid service disruptions during the migration period, critical short-term maintenance of the existing on-premise infrastructure is required. The Cloud solution is scheduled to start in December 2025 at which point the on-premise maintenance will end. In the interim, an agreement with CentralSquare is needed to continue on-premise maintenance services from July through November 2025 in the amount of $56,332.37.

The renewal schedule is listed below.

- On-premise servers 7/1/25 - 11/28/25
- Cloud 11/29/25 - 11/28/26, must be billed for a full year
- Cloud prorated renewal 11/29/26 - 6/30/27
- Each year after that, billed per fiscal year

Based on the complexity of the CAD/RMS software system, the department is requesting the continuation of on-premise maintenance services with CentralSquare for a total amount of $56,332.37.

7. ATTACHMENT

- Agreement with CentralSquare Technologies, LLC

Agenda Item

City Council

Item #: 3.7. 8/12/2025 **File #:** 25-0449

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Adam Jevec, Chief of Police**

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2. SUMMARY
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3. RECOMMENDED ACTION
Approve the agreement with CentralSquare Technologies, LLC in the amount of $56,332.37 for maintenance; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT
The expense for this agreement is $56,332.37 and will be funded through General Fund (100):
100-4011-55000 Contractual Services

5. STRATEGIC PLAN GOALS
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7. ATTACHMENT

- Agreement with CentralSquare Technologies, LLC

PROFESSIONAL SERVICES AGREEMENT
[CAD/RMS Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this _____ day of _____, 2025 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and CENTRALSQUARE TECHNOLOGIES, LLC, a Delaware limited liability company ("Contractor"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City's business and City relies on Contractor's representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Scott Jorgensen, Lieutenant ("City's Project Manager"), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor's performance hereunder shall be under the supervision of City's Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City's Project Manager to the extent required by City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City's Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed FIFTY-SIX THOUSAND THREE HUNDRED THIRTY-TWO DOLLARS and 37/100 ($56,332.37) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. Payment for the annual software support to be provided under this Agreement is due in accordance with Exhibit "A".

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders**. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses**. Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor**. At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent**. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons**. Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement.

It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting**. No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion**. Contractor shall commence the work provided for in this Agreement in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence**. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved**.

13. **Delays and Extensions of Time**. Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor**. Excluding the Contractor's, or if applicable a third party vendor's, intellectual property, including but not limited to the software and its associated documents, materials, manuals, and other products written, produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction. Software and its associated documentation are licensed in accordance with the Consultant's, or if applicable, third party vendor's software license provisions.

15. **Equal Employment Opportunity**. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. **Conflicts of Interest**. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. **Indemnity**. As to claims arising under this Agreement, Contractor agrees to hold City, its officers, agents and employees harmless from any and all claims, liabilities or losses for personal injury, death or property damage, including workers compensation claims, arising out of or in connection with work undertaken or equipment provided pursuant to this Agreement to the extent any such claim is caused by or results from any wrongful or negligent acts or omissions, or intentional misconduct of Contractor, its employees or its agents. Further, Contractor agrees to provide City, its officers, agents and employees, at the request of City and at Contractor's sole expense, with the defense of any and all such actions, suits or other legal proceedings brought against City, its officers, agents and employees arising out of or in connection with the work undertaken pursuant to this Agreement. Contractor shall pay any judgement or settlement rendered against the City, its agents, officers and employees, including any award for attorneys' fees. Contractor shall not be liable for the indemnification and defense of City on claims or litigation to the extent that such claims or litigation arise from the sole negligence or wrongful act or omission of the City. In cases of joint liability Contractor's indemnity obligations hereunder shall be reduced to the extent of such actions or omissions based on the principle of comparative fault.

The total liability of Contractor for any claim or damage arising under this Agreement or renewals thereof, whether in contract, tort, by way of indemnification or under stature shall be limited to (i) direct damages which shall not exceed the fees paid for the services under this Agreement by Client to Contractor for the twelve (12) month term during which the cause of action for such claim or damage arose or (ii) in the case of bodily injury or property damage for which defense and indemnity coverage is provided by Contractor's insurance carrier(s), the coverage limits of such insurance.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER A PARTY HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS DAMAGE.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars ($1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars ($1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars ($1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City,

evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its

offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such

verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

"CONTRACTOR"	"CITY"
CentralSquare Technologies, LLC 100 Business Center Dr. Lake Mary, FL 32746 Attn.: Ron Anderson	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591 Attn.: Scott Jorgensen, Lieutenant
Telephone: (800) 727-8088 E-Mail: ron.anderson@centralsquare.com	Telephone: (714) 744-7356 E-Mail: sjorgensen@orangepd.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

"CONTRACTOR"	**"CITY"**
CENTRALSQUARE TECHNOLOGIES, LLC, a Delaware limited liability company	CITY OF ORANGE, a municipal corporation
*By:_____ Printed Name:_____ Title:_____	By:_____ Daniel R. Slater, Mayor
*By:_____ Printed Name:_____ Title:_____	ATTEST: _____ Pamela Coleman, City Clerk
	APPROVED AS TO FORM: _____ Nathalie Adourian Senior Assistant City Attorney

***<u>NOTE</u>:** **City requires the following signature(s) on behalf of the Contractor:**

-- **(1) the Chairman of the Board, the President or a Vice-President, <u>AND</u> (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. <u>OR</u>**

-- **The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.**

√

instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

"CONTRACTOR"	**"CITY"**
CENTRALSQUARE TECHNOLOGIES, LLC, a Delaware limited liability company	CITY OF ORANGE, a municipal corporation
DocuSigned by: Ron Anderson D0E45EA2938A4EB...	
*By:	By:
Printed Name: Ron Anderson	Daniel R. Slater, Mayor
Title: Chief Revenue Officer	
7/28/2025	
DocuSigned by: Barry Medintz 3EE5CC455B4B4EE...	ATTEST:
*By:	
Printed Name: Barry Medintz	
Title: General Counsel & Corporate Secretary	Pamela Coleman, City Clerk
7/28/2025	
	APPROVED AS TO FORM:
	Nathalie Adourian Senior Assistant City Attorney

***NOTE:** **City requires the following signature(s) on behalf of the Contractor:**

-- **(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR**

-- **The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.**

√

EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]

Invoice

Invoice No	Date	Page
439877	6/10/2025	1 of 5

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Orange Police, CA
Hilda Montoya
1107 N Batavia Street
Orange CA 92867
United States

Ship To
Orange Police, CA
Hilda Montoya
1107 N Batavia Street
Orange CA 92867
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
12649	Orange Police, CA		USD	7/10/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
Quote No. Q-212588				
1	Enterprise RMS NIBRS Module Annual Maintenance Fee - Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	2,735.53	2,735.53
2	Inform CAD Mapping Test or Training Annual Maintenance Fee - Annual Maintenance Fee Inform CAD Mapping Test or Training Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	63.33	63.33
3	Inform CAD Mapping Annual Maintenance Fee - Annual Maintenance Fee Inform CAD Mapping Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	8	63.32	506.58
4	Enterprise CAD Situational Awareness Manager (SAM) Annual Maintenance Fee - Annual Maintenance Fee Enterprise CAD Situational Awareness Manager (SAM) Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	1,266.47	1,266.47
5	Inform CAD The GISLink Utility Position Annual Maintenance F - Annual Maintenance Fee Inform CAD The GISLink Utility Position Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	633.23	633.23
6	Inform CAD Position Annual Maintenance Fee - Annual Maintenance Fee Inform CAD Position Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	8	1,266.47	10,131.74
7	Inform CAD Test or Training System Annual Maintenance Fee - Annual Maintenance Fee Inform CAD Test or Training System Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	1,025.83	1,025.83
8	Inform CAD Server Software Annual Maintenance Fee - Annual Maintenance Fee Inform CAD Server Software Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	3,799.40	3,799.40

Invoice

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12649	Orange Police, CA		USD	7/10/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
9	Inform CAD Routing Server Annual Maintenance Fee - Annual Maintenance Fee Inform CAD Routing Server Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	2,368.30	2,368.30
10	Inform CAD Rotation Provider Annual Maintenance Fee - Annual Maintenance Fee Inform CAD Rotation Provider Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	1,266.47	1,266.47
11	Inform CAD the Archive Server Software Annual Maintenance Fe - Annual Maintenance Fee Inform CAD the Archive Server Software Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	316.62	316.62
12	Inform RMS Accident Annual Maintenance Fee - Annual Maintenance Fee Inform RMS Accident Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	0.00	0.00
13	Inform RMS Evidence and Barcoding Annual Maintenance Fee - Annual Maintenance Fee Inform RMS Evidence and Barcoding Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	0.00	0.00
14	Inform RMS GIS (With CAD) Annual Maintenance Fee - Annual Maintenance Fee Inform RMS GIS (With CAD) Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	0.00	0.00
15	Inform RMS Test or Training System Annual Maintenance Fee - Annual Maintenance Fee Inform RMS Test or Training System Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	1,019.76	1,019.76
16	Inform FBR Server Software Annual Maintenance Fee - Annual Maintenance Fee Inform FBR Server Software Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	0.00	0.00

Invoice

Invoice No	Date	Page
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12649	Orange Police, CA		USD	7/10/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
17	Inform RMS Reporting Server License Annual Maintenance Fee - Annual Maintenance Fee Inform RMS Reporting Server License Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	0.00	0.00
18	NCIC/State Software Inform RMS Concurrent User Annual Mainte - Annual Maintenance Fee NCIC/State Software Inform RMS Concurrent User Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	0.00	0.00
19	Inform RMS Concurrent User License Annual Maintenance Fee - Annual Maintenance Fee Inform RMS Concurrent User License Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	0.00	0.00
20	Inform RMS Server Software Annual Maintenance Fee - Annual Maintenance Fee Inform RMS Server Software Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	13,009.45	13,009.45
21	CentralSquare Message Switch Annual Maintenance Fee - Annual Maintenance Fee CentralSquare Message Switch Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	2,786.23	2,786.23
22	Standard ANI/ALI Interface Annual Maintenance Fee - Annual Maintenance Fee Standard ANI/ALI Interface Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	1,139.83	1,139.83
23	NCIC/State Query Position for Inform CAD Annual Maintenance - Annual Maintenance Fee NCIC/State Query Position for Inform CAD Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	7	63.32	443.27
24	Inform Mobile Test or Training System Annual Maintenance Fee - Annual Maintenance Fee Inform Mobile Test or Training System Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	1,203.14	1,203.14

Invoice

Invoice No	Date	Page
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Customer No	Customer Name	Customer PO #	Currency	Due Date
12649	Orange Police, CA		USD	7/10/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
25	Inform FBR User Annual Maintenance Fee - Annual Maintenance Fee Inform FBR User Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	0.00	0.00
26	Inform Mobile Mapping Annual Maintenance Fee - Annual Maintenance Fee Inform Mobile Mapping Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	1,342.46	1,342.46
27	Inform Mobile Base Position with CJIS/NCIC Forms Annual Main - Annual Maintenance Fee Inform Mobile Base Position with CJIS/NCIC Forms Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	6,712.28	6,712.28
28	Inform Mobile Server Software Annual Maintenance Fee - Annual Maintenance Fee Inform Mobile Server Software Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	3,166.17	3,166.17
29	Inform CAD Mapping Annual Maintenance Fee - Annual Maintenance Fee Enterprise CAD Mapping Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	66.49	66.49
30	Inform CAD Position Annual Maintenance Fee - Annual Maintenance Fee Enterprise CAD Position Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 11/28/2025	1	1,329.79	1,329.79

Invoice

Invoice No	Date	Page
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Lake Mary, FL 32746

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Customer No	Customer Name	Customer PO #	Currency	Due Date
12649	Orange Police, CA		USD	7/10/2025

Invoice Sequence Number 1 of 1

Please include invoice number(s) on your remittance advice.

ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	56,332.37
Tax	0.00
Invoice Total	56,332.37
Payments Applied	0.00
Balance Due	**USD 56,332.37**

Agenda Item

City Council

Item #: 3.8. 8/12/2025 **File #:** 25-0445

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Wayne W. Winthers, Interim City Attorney**

1. SUBJECT

First Amendment to Attorney Services Agreement with Bordin Semmer, LLP to provide legal services relating to litigation defense in the matter of *Brandon Jacob Hull v. City of Orange, et al*.

2. SUMMARY

The City currently has an agreement with Bordin Semmer, LLP to provide litigation services for the City's defense in the matter of *Brandon Jacob Hull v. City of Orange, et al*. for an amount not to exceed $30,000, which will soon be expended. The proposed First Amendment will increase the not to exceed amount by $30,000 for a total amount not to exceed $60,000.

3. RECOMMENDED ACTION

Approve a First Amendment to Attorney Services Agreement with Bordin Semmer, LLP in the amount of $30,000; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this agreement is $30,000 and will be funded through:
731-1301-55102 Legal Services

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability.

6. DISCUSSION AND BACKGROUND

While the City Attorney's Office handles most litigation matters in-house, the City does contract with outside counsel when the complexity of a case or a significant burden to staff time requires additional staffing expertise.

The First Amendment of the agreement, to increase the contract by $30,000, will raise the total not to exceed amount to $60,000, and is necessary to carry out further defense of the City in this case.

7. ATTACHMENT

- First Amendment to Attorney Services Agreement with Bordin Semmer, LLP

Agenda Item

City Council

Item #: 3.8. 8/12/2025 **File #:** 25-0445

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Wayne W. Winthers, Interim City Attorney**

1. SUBJECT

First Amendment to Attorney Services Agreement with Bordin Semmer, LLP to provide legal services relating to litigation defense in the matter of *Brandon Jacob Hull v. City of Orange, et al*.

2. SUMMARY

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3. RECOMMENDED ACTION

Approve a First Amendment to Attorney Services Agreement with Bordin Semmer, LLP in the amount of $30,000; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this agreement is $30,000 and will be funded through:
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5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability.

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While the City Attorney's Office handles most litigation matters in-house, the City does contract with outside counsel when the complexity of a case or a significant burden to staff time requires additional staffing expertise.

The First Amendment of the agreement, to increase the contract by $30,000, will raise the total not to exceed amount to $60,000, and is necessary to carry out further defense of the City in this case.

7. ATTACHMENT

- First Amendment to Attorney Services Agreement with Bordin Semmer, LLP

FIRST AMENDMENT
TO
ATTORNEY SERVICES AGREEMENT

THIS FIRST AMENDMENT TO ATTORNEY SERVICES AGREEMENT (the "First Amendment") is made and entered into as of _____, 2025 by and between the CITY OF ORANGE, a municipal corporation ("City"), and BORDIN SEMMER, LLP, a limited liability partnership ("Law Firm"), with reference to the following:

A. City and Law Firm entered into an Attorney Services Agreement (Agreement No. 7822) dated as of April 14, 2025, which is incorporated herein by this reference (the "Original Agreement"); and

B. City and Law Firm desire to amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement by increasing the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. **Cross-References.** City and Law Firm agree that all references in this First Amendment are deemed and construed to refer to the Original Agreement, as implemented by this First Amendment.

Section 3 **Compensation**. The total not-to-exceed compensation for the services to be rendered as set forth in Section II. Payment -A. of the Original Agreement is increased by THIRTY THOUSAND DOLLARS and 00/100 ($30,000.00) and Section II. Payment -A. is hereby amended in its entirety to read as follows:

> "City shall pay Law Firm as consideration for services satisfactorily rendered pursuant to this Agreement at the hourly rates set forth in the attached Exhibit "A". Total payments for services performed pursuant to this Agreement shall not exceed Sixty Thousand Dollars ($60,000.00) without prior approval of City Council of City. A condition precedent to any payment to Law Firm shall be that Law Firm shall submit, at least quarterly, a separate statement of account on each file which clearly sets forth by dates the designated items of work, the work time of each item and amount charged for said work time."

Section 4. **Integration**. This First Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this Agreement, the parties enter into this First Amendment on the year and day first above written.

"LAW FIRM"	**"CITY"**
BORDIN SEMMER, LLP, a limited liability partnership	CITY OF ORANGE, a municipal corporation
*By: _____	By: _____
Printed Name: Joshua Bordin-Wosk	Daniel R. Slater, Mayor
Title: Partner	
*By: _____	ATTEST:
Printed Name: _____	
Title: _____	_____
	Pamela Coleman, City Clerk
	APPROVED AS TO FORM:
	_____
	Wayne W. Winthers, Interim City Attorney

***NOTE:** **If Law Firm is a corporation, the City requires the following signature(s):**

-- **(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR**

-- **The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.**

√

Agenda Item

City Council

Item #: 3.9. 8/12/2025 **File #:** 25-0468

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

1. SUBJECT
Cooperative agreement with the City of Santa Ana for the Main Street Slurry Seal and Resurfacing Project.

2. SUMMARY
The City of Santa Ana and the City of Orange have prepared a cooperative agreement outlining each city's financial responsibility for the Main Street Slurry Seal and Resurfacing project.

3. RECOMMENDED ACTION
Approve the cooperative agreement with the City of Santa Ana in the amount of $104,670, representing the City of Orange's share of the estimated construction costs plus a 15% contingency, for the Main Street Slurry Seal and Resurfacing Project; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT
The expense for this cooperative agreement is $104,670 and will be funded through Measure M - Traffic Improvement (263):

263.5011.56330.13120 Pavement Management Program

5. STRATEGIC PLAN GOALS
Goal 5: Improve infrastructure, mobility, and technology.

6. DISCUSSION AND BACKGROUND
The Main Street Slurry Seal and Resurfacing Project is designed to upgrade the pavement on Main Street from Memory Lane to the northern City of Santa Ana city limit and approximately 250 feet of Town and Country east of Main Street. Main Street is an existing six-lane major arterial located on the border of the City of Orange and City of Santa Ana, lying partially in Orange and partially in Santa Ana. Project improvements include grinding localized areas of the existing asphalt concrete pavement and repaving the street with asphalt concrete base course, applying a slurry seal over the entire project area, adjusting surface utility covers, replacing traffic loop detectors, traffic striping, curb and gutter, and ADA ramps.

The City of Orange was approached by the City of Santa Ana to enter into this cooperative agreement to ensure project continuity, as the project lies within the limits of both jurisdictions. The

project design was prepared and completed by the City of Santa Ana and reviewed by Public Works staff prior to advertisement for construction.

On June 26, 2025, the City of Santa Ana received the project bids. The lowest bidder was All American Asphalt, at a total bid of $792,572.50. The City of Santa Ana will pay for approximately 89% of the project cost, with the remaining 11% to be paid by the City of Orange. Staff recommends that the City Council approve the Cooperative Agreement with the City of Santa Ana.

7. ATTACHMENT

- Cooperative Agreement with the City of Santa Ana

Agenda Item

City Council

Item #: 3.9. 8/12/2025 **File #:** 25-0468

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

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2. SUMMARY
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5. STRATEGIC PLAN GOALS
Goal 5: Improve infrastructure, mobility, and technology.

6. DISCUSSION AND BACKGROUND
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The City of Orange was approached by the City of Santa Ana to enter into this cooperative agreement to ensure project continuity, as the project lies within the limits of both jurisdictions. The

project design was prepared and completed by the City of Santa Ana and reviewed by Public Works staff prior to advertisement for construction.

On June 26, 2025, the City of Santa Ana received the project bids. The lowest bidder was All American Asphalt, at a total bid of $792,572.50. The City of Santa Ana will pay for approximately 89% of the project cost, with the remaining 11% to be paid by the City of Orange. Staff recommends that the City Council approve the Cooperative Agreement with the City of Santa Ana.

7. ATTACHMENT

- Cooperative Agreement with the City of Santa Ana

COOPERATIVE COST REIMBURSEMENT AGREEMENT

MAIN STREET SLURRY SEAL AND RESURFACING PROJECT

COOPERATIVE COST REIMBURSEMENT AGREEMENT ("Agreement"), is made and entered into this ____ day of _____, 2025, by and between the CITY OF SANTA ANA, a California charter city (“Santa Ana"), and the CITY OF ORANGE, a California municipal corporation ("Orange"). In this Agreement, Santa Ana and Orange may each be individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, Santa Ana has initiated a street rehabilitation project (the "Project") to improve the pavement condition of Main Street from Memory Lane to North City Limits.

WHEREAS, Main Street within the Project limits contain a portion of property within Santa Ana and a portion of the street within the boundary of Orange; and

WHEREAS, In an effort to efficiently utilize Orange resources, Orange wishes to improve the portion of Main Street within its boundary at the same time the Santa Ana Main Street Slurry Seal and Resurfacing Project are conducted; and

WHEREAS, the Parties desire to repave Main Street, within their respective boundaries as part of the "Project".

NOW, THEREFORE, based upon the foregoing Recitals, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the Parties agree as follows:

1. The City of Santa Ana will advertise for bids, hire a contractor, approve the work and administer the contract for street rehabilitation.

2. Orange is responsible for:

(a) Orange shall pay Santa Ana for the actual cost of the work within the Orange portion based upon unit prices bid of the Successful Contractor and quantities actually used on the Orange portion as set forth in the Project Location Map (Exhibit A) and the City Cost Sharing (Exhibit B), attached hereto and incorporated by this reference. Orange will remit payment to Santa Ana within thirty (30) days of receipt of invoice evidencing Project work performed within Orange city boundary.

(b) Orange shall pay Santa Ana for the actual cost of design engineering and construction engineering services provided for the work within the Orange portion based upon the time spent by Santa Ana staff. Orange will remit payment to Santa Ana within thirty (30) days of receipt of invoice evidencing Project work performed within Orange city boundary.

3. Orange will coordinate the relocation of all affected utility company facilities within the City limits of Orange in a timely manner.

4. Santa Ana and Orange shall extend cooperation to each other and proceed under this Agreement in good faith to facilitate timely completion of the Project. The Parties agree that when any component of this Project is subject to the approval of Orange, such approval shall not be unreasonably withheld.

5. Orange will be notified as to the official advertising dates, bid opening date, construction start date, and overall construction schedule. Also, a representative from Orange will be invited to attend pre-construction, Project status, and final walk through meetings.

6. Change orders for work within Orange must receive the written approval of the Public Works Department Engineering Manager of Orange or his/her designee prior to implementation. Orange is responsible for change order cost within Orange respective boundaries

7. The following staff members, or as otherwise designated in writing by the Executive Director of Public Works of Santa Ana or the Public Works Department Engineering Manager of Orange, shall be the selected representatives of each City to act on each respective City's behalf with respect to this agreement. Any notices, requests, approvals, plan submittals or communications shall be provided to each representative noted below:

City of Santa Ana:

ATTN: Rodolfo Rosas, P.E.
Deputy Public Works Director/City Engineer
Public Works Agency
Santa Ana, CA 92701
20 Civic Center Plaza, M-43
Phone: (714) 647-5653
E-Mail: rrosas@santa-ana.org

City of Orange:

ATTN: Frank Sun, P.E.
Assistant Public Works Director/ City Engineer
Public Works Department
300 E. Chapman Ave.
Orange, CA 92866
Phone: (714) 744-5529
E-Mail: fsun@cityoforange.org

8. Santa Ana shall cause its contractor for the Project to guarantee the Orange improvements against defects in workmanship and materials for a period of one (I) year from the date of acceptance by Santa Ana. It is further agreed that Santa Ana shall assume the responsibility for causing the Orange improvements to be brought or restored to full compliance with the requirements of the Plans and Specifications for any portion of the Project which during said one (I) year period are found not to be in conformance with the provisions of the Plans and Specifications.

9. This Agreement contains all of the agreements of the Parties regarding the Project and all previous understandings, negotiations and agreements regarding the Project are integrated into and superseded by this Agreement.

10. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties.

11. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder.

12. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties hereto are formally bound to the provisions of this Agreement.

13. This Agreement shall be binding upon and shall endure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns.

14. This Agreement may be executed by the Parties and counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

15. This Agreement is to be governed by the laws of the State of California, in Orange County California.

16. Each party agrees to defend, hold harmless, and indemnify the other as to any and all claims, judgments, liabilities or damages for injuries and damages directly arising out of each party's own performance under this Agreement, except to the extent such damage or expense is caused in whole or in part by the other party's negligence or willful misconduct.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first written above.

CITY OF SANTA ANA

_____
Alvaro Nuñez
City Manager

ATTEST:

_____
Jennifer L. Hall
Clerk of the Council City Clerk

APPROVED AS TO FORM:

Sonia R. Carvalho
City Attorney

By: _____

Assistant City Attorney

RECOMMENDED FOR APPROVAL:

_____

Public Works Agency

CITY OF ORANGE

_____
Daniel R. Slater
Mayor

ATTEST:

_____
Pamela Coleman, CMC
City Clerk/City Clerk Services Director

APPROVED AS TO FORM:

_____
Nathalie Adourian
Senior Assistant City Attorney √

EXHIBIT A

Location Map

MAIN STREET SLURRY SEAL AND RESURFACING PROJECT
MEMORY LANE TO NORTH CITY LIMIT
& BEDFORD ROAD AT MAINPLACE DRIVE

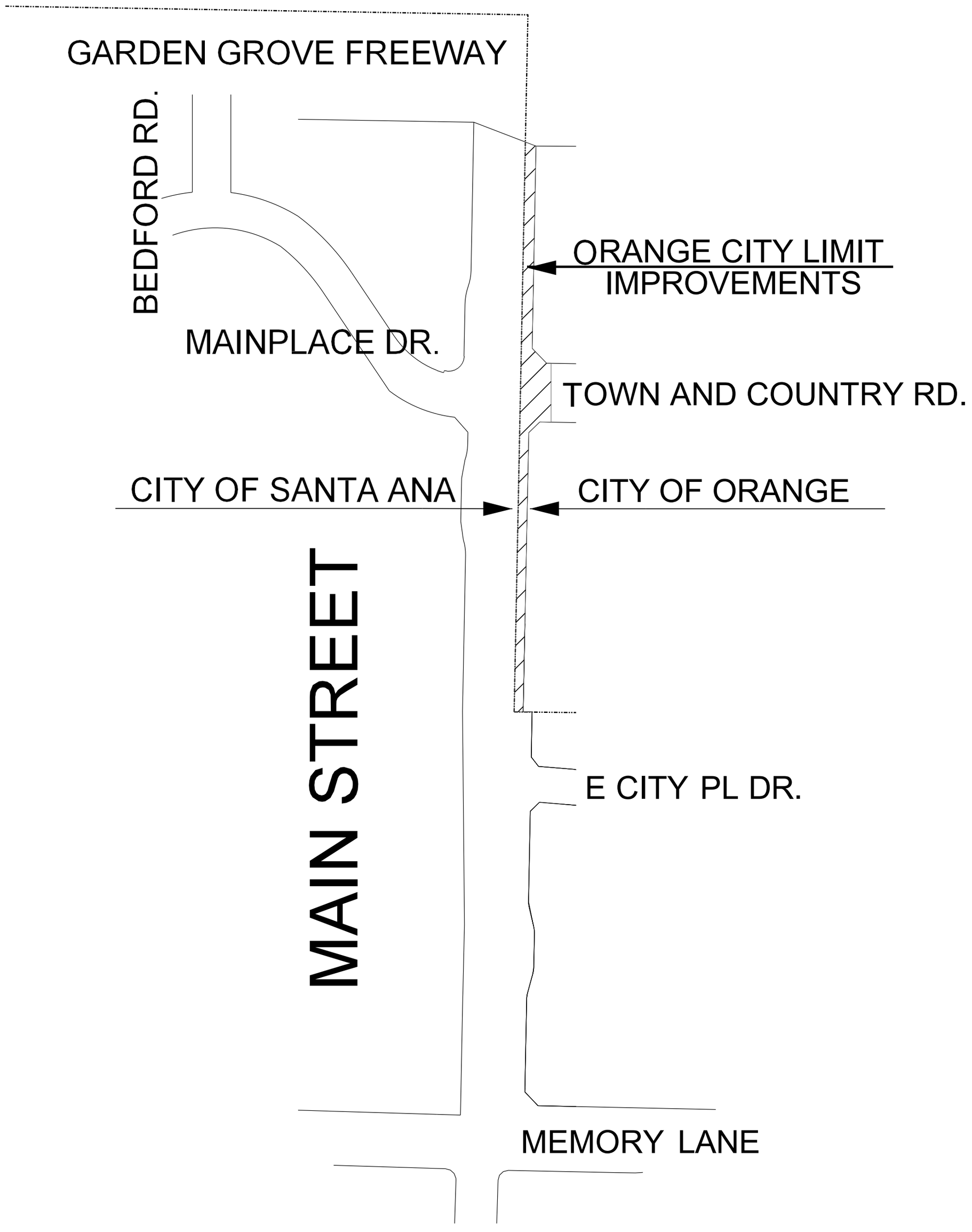


EXHIBIT B: LOCATION MAP

SANTA ANA PUBLIC WORKS AGENCY

PROJECT 20-6959
MAIN STREET SLURRY SEAL & RESURFACING
FROM MEMORY LANE TO NORTH CITY LIMIT
& BEDFORD ROAD AT MAINPLACE DRIVE

DOWNTOWN ORANGE COUNTY SANTA ANA

PAGE 1 OF 1

EXHIBIT B

City Cost Sharing

MAIN STREET SLURRY SEAL AND RESURFACING PROJECT
MEMORY LANE TO NORTH CITY LIMIT
& BEDFORD ROAD AT MAINPLACE DRIVE

CITY OF SANTA ANA

Project No.: 20-6959

Preparer: Samantha Chenelia

07/01/25

COST ESTIMATE
MAIN ST SLURRY SEAL AND RESURFACING
MEMORY LN TO NORTH CITY LIMIT & BEDFORD ROAD AT MAINPLACE DRIVE

		SANTA ANA				ORANGE				TOTAL			
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST	UNIT	QUANTITY	UNIT PRICE	COST	UNIT	QUANTITY	UNIT PRICE	COST
1	Unclassified Excavation	CY	190.00	$ 375.00	$ 71,250.00	CY	0.00	$ -	$ -	CY	190.00	$ 375.00	$ 71,250.00
2	Rubberized Emulsion Aggregate Slurry (REAS) TYPE II	ELT	140.00	$ 835.00	$ 116,900.00	ELT	30.00	$ 835.00	$ 25,050.00	ELT	170.00	$ 835.00	$ 141,950.00
3	AC Pavement	TN	200.00	$ 175.00	$ 35,000.00	TN	0.00	$ -	$ -	TN	200.00	$ 175.00	$ 35,000.00
4	ARHM	TN	500.00	$ 210.00	$ 105,000.00	TN	60.00	$ 210.00	$ 12,600.00	TN	560.00	$ 210.00	$ 117,600.00
4	Crack Sealing	LS	1.00	$ 10,294.12	$ 10,294.12	LS	1.00	$ 2,205.88	$ 2,205.88	LS	1.00	$ 12,500.00	$ 12,500.00
5	Cold Mill (2")	SF	30810.00	$ 1.75	$ 53,917.50	SF	4640.00	$ 1.75	$ 8,120.00	SF	35450.00	$ 1.75	$ 62,037.50
6	PCC Curb Ramp	SF	700.00	$ 32.00	$ 22,400.00	SF	0.00	$ -	$ -	SF	700.00	$ 32.00	$ 22,400.00
7	PCC Sidewalk (T=4”)	SF	2850.00	$ 12.00	$ 34,200.00	SF	0.00	$ -	$ -	SF	2850.00	$ 12.00	$ 34,200.00
8	PCC Curb and Gutter (Type A-2-8)	LF	220.00	$ 78.00	$ 17,160.00	LF	0.00	$ -	$ -	LF	220.00	$ 78.00	$ 17,160.00
9	PCC Cross Gutter	SF	1700.00	$ 26.00	$ 44,200.00	SF	0.00	$ -	$ -	SF	1700.00	$ 26.00	$ 44,200.00
10	Adjust Water Valve Frame and Cover (CSA)	EA	3.00	$ 1,650.00	$ 4,950.00	EA	0.00	$ -	$ -	EA	3.00	$ 1,650.00	$ 4,950.00
11	Adjust Manhole Frame & Cover (CSA)	EA	2.00	$ 1,720.00	$ 3,440.00	EA	0.00	$ -	$ -	EA	2.00	$ 1,720.00	$ 3,440.00
12	Adjust Water Valve Frame and Cover (OWD)	EA	0.00	$ 1,650.00	$ -	EA	2	$ 1,650.00	$ 3,300.00	EA	2.00	$ 1,650.00	$ 3,300.00
13	Adjust Manhole Frame & Cover (CO)	EA	0.00	$ 1,720.00	$ -	EA	1	$ 1,720.00	$ 1,720.00	EA	1.00	$ 1,720.00	$ 1,720.00
14	Adjust Pullbox	EA	2.00	$ 2,050.00	$ 4,100.00	EA	0	$ -	$ -	EA	2.00	$ 2,050.00	$ 4,100.00
15	Furnish and Install Traffic Loops Type F	EA	48.00	$ 430.00	$ 20,640.00	EA	7	$ 430.00	$ 3,010.00	EA	55.00	$ 430.00	$ 23,650.00
16	Furnish and Install Traffic Loops Type E	EA	113.00	$ 405.00	$ 45,765.00	EA	14	$ 405.00	$ 5,670.00	EA	127.00	$ 405.00	$ 51,435.00
17	Signing and Striping	LS	1.00	$ 102,941.18	$ 102,941.18	LS	1	$ 22,058.82	$ 22,058.82	LS	1.00	$ 125,000.00	$ 125,000.00
18	Project Advertisement Sign	EA	2.00	$ 2,150.00	$ 4,300.00	EA	0	$ -	$ -	EA	2.00	$ 2,150.00	$ 4,300.00
19	Caltrans Permit	LS	1.00	$ 5,000.00	$ 5,000.00	LS	0	$ -	$ -	LS	1.00	$ 5,000.00	$ 5,000.00
20	Construction Permit	LS	1.00	$ 7,380.00	$ 7,380.00	LS	0	$ -	$ -	LS	1.00	$ 7,380.00	$ 7,380.00
	SUBTOTAL CONSTRUCTION COST				$ 708,837.79				$ 83,734.71				$ 792,572.50
	Design Engineering		Lawson										$ -
	Contingency		15%		$ 106,326.50		15%		$ 12,560.00		15%		$ 118,886.50
	Construction Engineering		10%		$ 70,884.53		10%		$ 8,373.47		10%		$ 79,258.00
	TOTAL PROJECT COST				**$ 886,050.00**				**$ 104,670.00**				$ 990,717.00

Agenda Item

City Council

Item #: 3.10. 8/12/2025 **File #:** 25-0424

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

1. SUBJECT

Award of Sourcewell Contract to Horizons Construction Company International, Inc. for improvements at Main, Taft, and El Modena Library branches; and finding of California Environmental Quality Act exemption.

2. SUMMARY

City staff recommend improvements at all three Orange Public Library branches to address aging infrastructure, enhance accessibility, and improve operational efficiency. The project includes essential upgrades to roofing, windows, doors, and accessibility systems. Staff recommends awarding the contract to Horizons Construction Co. Int'l, Inc. via Sourcewell EZIQC Contract No CA-R8-GB-101723-HRZ.

3. RECOMMENDED ACTION

1. Approve the contract with Horizons Construction Company International, Inc. in the amount of $707,433 and a 10% contingency of $70,744, for a total not to exceed $778,177 for construction and facility improvements at the Main, Taft, and El Modena Library branches; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15301 (Class 1 - Existing Facilities).
3. Authorize the appropriation of $489,884.27 from the Developer Impact Fees - Library Fund (580) unreserved fund balance to:
   580-2101-84101-262113-20 $92,581.84
   580-2101-84101-262108-20 $168,274.42
   580-2101-84101-262107-20 $229,028.01
4. Authorize the following budget transfer in the Capital Projects Fund (500):
   From: 500-2101-84101-252107-20- Main Library Facility Improvements $24,213.55
   To: 500-2101-84101-252109-20- HVAC Replacement - Library $24,213.55
5. Authorize the following budget transfer in the General Fund (100):
   From: 100-2101-53101-252103-20-PatronDonations $7,500
   To: 100-2101-53101-252107-20- Main Library Facility Improvements $7,500

4. FISCAL IMPACT

The expense for this agreement is $778,177 and will be funded through the General Fund (100),

Capital Projects Fund (500), and Developer Impact Fee Fund (580) respectively:

100-2101-53101-262107-20-	$7,500
500-2101-84101-262113-20-	$59,125
500-2101-84101-262108-20-	$89,375
500-2101-84101-262107-20-	$85,316.45
500-5601-80101-262108-20-	$46,976.28
580-2101-84101-262113-20-	$92,581.84
580-2101-84101-262108-20-	$168,274.42
580-2101-84101-262107-20-	$229,028.01

Upon approval of the recommended appropriations, the estimated Developer Impact Fees - Library (580) fund balance at June 30, 2026 will be fully expended. No other fund balance will be impacted.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The Orange Public Library is planning targeted upgrades across the Main Library, Taft Branch, and El Modena Branch to improve safety, accessibility, energy efficiency, and facility longevity. The Public Works Department and the Orange Public Library have consolidated these projects under a single Sourcewell contract for cost-effectiveness. Funding will include California State Library Grants requiring a 100% match from Library Fees (580 Fund) and $7,500 from DISH Network, which was revenue from a future telecom facility to be located in the tower at the Main Library. Funds from the 580 Fund will also help release some of the appropriated funds back into fund balance for the Capital Projects Fund (500).

The scope of work includes the following:

Main Library - 407 E. Chapman Avenue ($294,126)

- Dumbwaiter Replacement
- Exterior Tower Repairs
- History Center Improvements
- Flooring Replacement
- Automatic Door Replacement
- Reading Room Door Maintenance

Taft Branch Library - 740 E. Taft Avenue ($137,916)

- Lighting Control Upgrade
- Automatic Door Replacement
- Window Repairs

El Modena Branch Library - 380 S. Hewes Street ($275,392)

- Roof Repairs

- Monument Sign Replacement
- Automatic Door Replacement

Staff recommend Horizons Construction Co. Int'l, Inc. for the project, totaling $778,177, which includes a $70,744 contingency. The total cost of the project is offset by a 50% grant match from the California State Library.

The project is scheduled to commence in August 2025 and is expected to be completed by December 2025.

7. ENVIRONMENTAL REVIEW

Categorical Exemption: The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15301 (Class 1 - Existing Facilities) because the project consists of repairs, maintenance, and minor alterations of existing public facilities, involving negligible or no expansion of existing use and results in no expansion of area beyond that existing at the time of the City's determination.

8. ATTACHMENT

- Contract with Horizons Construction Company International, Inc.

Agenda Item

City Council

Item #: 3.10. 8/12/2025 **File #:** 25-0424

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

1. SUBJECT

Award of Sourcewell Contract to Horizons Construction Company International, Inc. for improvements at Main, Taft, and El Modena Library branches; and finding of California Environmental Quality Act exemption.

2. SUMMARY

City staff recommend improvements at all three Orange Public Library branches to address aging infrastructure, enhance accessibility, and improve operational efficiency. The project includes essential upgrades to roofing, windows, doors, and accessibility systems. Staff recommends awarding the contract to Horizons Construction Co. Int'l, Inc. via Sourcewell EZIQC Contract No CA-R8-GB-101723-HRZ.

3. RECOMMENDED ACTION

1. Approve the contract with Horizons Construction Co. Int'l, Inc. in the amount of $707,433 and a 10% contingency of $70,744, for a total not to exceed $778,177 for construction and facility improvements at the Main, Taft, and El Modena Library branches; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15301 (Class 1 - Existing Facilities).
3. Authorize the appropriation of $489,884.27 from the Developer Impact Fees - Library Fund (580) unreserved fund balance to:
   580-2101-84101-262113-20- $92,581.84
   580-2101-84101-262108-20- $168,274.42
   580-2101-84101-262107-20- $229,028.01
4. Authorize the following budget transfer in the Capital Projects Fund (500):
   From: 500-2101-84101-252107-20- Main Library Facility Improvements $24,213.55
   To: 500-2101-84101-252109-20- HVAC Replacement - Library $24,213.55
5. Authorize the following budget transfer in the General Fund (100):
   From: 100-2101-53101-252103-20-PatronDonations $7,500
   To: 100-2101-53101-252107-20- Main Library Facility Improvements $7,500

4. FISCAL IMPACT

The expense for this agreement is $778,177 and will be funded through the General Fund (100),

Capital Projects Fund (500), and Developer Impact Fee Fund (580) respectively:

100-2101-53101-262107-20-	$7,500
500-2101-84101-262113-20-	$59,125
500-2101-84101-262108-20-	$89,375
500-2101-84101-262107-20-	$85,316.45
500-5601-80101-262108-20-	$46,976.28
580-2101-84101-262113-20-	$92,581.84
580-2101-84101-262108-20-	$168,274.42
580-2101-84101-262107-20-	$229,028.01

Upon approval of the recommended appropriations, the estimated Developer Impact Fees - Library (580) fund balance at June 30, 2026 will be fully expended. No other fund balance will be impacted.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The Orange Public Library is planning targeted upgrades across the Main Library, Taft Branch, and El Modena Branch to improve safety, accessibility, energy efficiency, and facility longevity. The Public Works Department and the Orange Public Library have consolidated these projects under a single Sourcewell contract for cost-effectiveness. Funding will include California State Library Grants requiring a 100% match from Library Fees (580 Fund) and $7,500 from DISH Network, which was revenue from a future telecom facility to be located in the tower at the Main Library. Funds from the 580 Fund will also help release some of the appropriated funds back into fund balance for the Capital Projects Fund (500).

The scope of work includes the following:

Main Library - 407 E. Chapman Avenue ($294,126)

- Dumbwaiter Replacement
- Exterior Tower Repairs
- History Center Improvements
- Flooring Replacement
- Automatic Door Replacement
- Reading Room Door Maintenance

Taft Branch Library - 740 E. Taft Avenue ($137,916)

- Lighting Control Upgrade
- Automatic Door Replacement
- Window Repairs

El Modena Branch Library - 380 S. Hewes Street ($275,392)

- Roof Repairs

- Monument Sign Replacement
- Automatic Door Replacement

Staff recommend Horizons Construction Co. Int'l, Inc. for the project, totaling $778,177, which includes a $70,744 contingency. The total cost of the project is offset by a 50% grant match from the California State Library.

The project is scheduled to commence in August 2025 and is expected to be completed by December 2025.

7. ENVIRONMENTAL REVIEW

Categorical Exemption: The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15301 (Class 1 - Existing Facilities) because the project consists of repairs, maintenance, and minor alterations of existing public facilities, involving negligible or no expansion of existing use and results in no expansion of area beyond that existing at the time of the City's determination.

8. ATTACHMENT

- Contract with Horizons Construction Company International, Inc.

CONTRACT
[Multi-Library Improvements]

THIS CONTRACT (the "Contract") is made and entered into as of _____, 2025 ("Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and HORIZONS CONSTRUCTION COMPANY INTERNATIONAL, INC., a California corporation ("Contractor"), who agree as follows.

ARTICLE 1
Work Performed

a. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the two (2) bonds presented to City with this Contract and incorporated herein by this reference, Contractor hereby agrees to and shall do all the work and furnish all the labor, materials, tools and equipment, except such as are mentioned in the specifications to be furnished by City to Contractor, necessary to complete in good workmanship and substantial manner the work (the "Work") described in:

(1) The latest edition of the "City of Orange Standard Plans and Specifications" (the "Orange Book") with the term "Engineer," as used in the Orange Book and in this Contract, to specifically include the City Engineer (or designee);

(2) The "Standard Specifications for Public Works Construction" (the "Greenbook"), and all amendments thereto, except the definition of "Subcontractor" in Section 1.2 (General – Terms and Definitions) of Part 1 (General Provisions) of the Greenbook, which is hereby amended in its entirety to read as follows: "Subcontractor – An individual, firm, or corporation having a direct contract with the Contractor for the performance of a part of the Work;"

(3) The "City of Orange Standard Special Provisions;"

(4) The Standard Plans; and

(5) Contractor's Bid Proposal, which is on file with City's Department of Public Works.

b. Contractor acknowledges that it has received the Plans from City and that a complete copy of the Plans are in its possession and are hereby specifically referred to and by such reference made a part hereof. The Orange Book, Greenbook and City of Orange Standard Special Provisions and Standard Plans are on file with City's Public Works Director and are hereby specifically referred to and by such reference made a part hereof. Contractor hereby acknowledges that it has read, reviewed and understands the Plans, the Orange Book, the Greenbook, the Special Provisions, the Standard Plans, and the Encroachment Permit as they relate to the Work, all of which documents shall be referred to herein collectively as the "Plans and Specifications."

c. Contractor acknowledges the provisions of Chapter 8.28 of the Orange Municipal Code which requires, among other things, that Contractor utilize City's exclusive solid waste hauler for the rental of bins for trash and debris removal and imposes mandatory recycling requirements for self-hauled construction and demolition waste. The terms and conditions set forth in this Contract shall control over any terms and conditions in the Plans and Specifications to the contrary.

d. The Work shall be performed in conformity with the Plans and Specifications and the Bid Proposal and all applicable laws, including any and all applicable federal and state labor laws and standards and applicable prevailing wage requirements and any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment.

e. Unless and until otherwise notified in writing by City's Public Works Director, City's Acting Field Services Manager, Matthew Lorenzen ("Authorized City Representative"), shall be the person to whom Contractor will report for the performance of the Work hereunder. It is understood that Contractor's performance hereunder shall be under the direction and supervision of the Authorized City Representative or such other person as City's Public Works Director may designate from time to time, that Contractor shall coordinate the Work hereunder with the Authorized City Representative to the extent required by the Authorized City Representative, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the Authorized City Representative or City's Public Works Director.

f. It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and Contractor's Bid Proposal, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Bid Proposal conflicting herewith.

ARTICLE 2
Commencement of Work

Contractor shall commence the Work provided for in this Contract within fifteen (15) days of the date of the issuance by City of a Notice to Proceed and diligently prosecute completion of the Work within thirty (30) calendar days from such date, unless legal extension is granted in accordance with the terms set forth in the Greenbook. Time is of the essence in this Contract. Contractor shall do all things necessary and incidental to the prosecution of Contractor's Work.

ARTICLE 3
Compensation

a. Contractor agrees to receive and accept an amount not to exceed SEVEN HUNDRED SEVEN THOUSAND FOUR HUNDRED THIRTY-TWO DOLLARS and 04/100 ($707,432.04) as compensation for furnishing all materials and doing all the Work contemplated and embraced in this Contract. Said compensation covers (1) all loss or damage arising out of the nature of the Work, from the acts of the elements; (2) any unforeseen difficulties or obstructions

which may arise or be encountered in the prosecution of the Work until its acceptance by City, other than as provided below; (3) all risks of every description connected with the Work; (4) all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and (5) well and faithfully completing the Work, and for the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Authorized City Representative under them. Retention amounts shall be withheld from progress payments as required by law unless Contractor provides securities in lieu of retention.

b. In addition to the scheduled Work to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by the Authorized City Representative. In anticipation of such contingencies, the sum of SEVENTY THOUSAND SEVEN HUNDRED FORTY-THREE DOLLARS and 20/100 ($70,743.20) has been added to the total compensation of this Contract. The Authorized City Representative may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as the Authorized City Representative and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of a Contract Amendment approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the Authorized City Representative. Any and all additional work and services performed under this Contract shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by the Authorized City Representative prior to the commencement of such Work or services.

c. The total amount of compensation under this Contract, including contingencies, shall not exceed SEVEN HUNDRED SEVENTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS and 24/100 ($778,175.24).

ARTICLE 4
Licenses

Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the Work contemplated by this Contract and that Contractor and subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Contract.

ARTICLE 5
Guarantees

a. Contractor guarantees the construction and installation of all Work included in the Plans and Specifications for which Contractor has been awarded this Contract.

b. Should any of the materials or equipment installed pursuant to this Contract prove defective or should the Work as a whole prove defective, due to faulty equipment, workmanship, materials furnished or methods of installations, or should said Work or any part thereof fail to

function properly, as designed, due to any of the above causes within twelve (12) months after the date on which said Work is accepted by City, Contractor shall make repairs and furnish such materials and equipment as are necessary to be furnished and installed within fifteen (15) calendar days after the receipt of a demand from City.

c. Said Work will be deemed defective within the meaning of this guarantee in the event that it fails to function as originally intended either by the Plans and Specifications of this Contract or by the manufacturer(s) of the equipment incorporated into the Work.

d. In the event repairs are not made within fifteen (15) calendar days after Contractor's receipt of a demand from City, City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. Contractor shall reimburse City, upon demand, for all expenses incurred in restoring said Work to the condition contemplated in this Contract, including the cost of any equipment or materials replaced.

e. It is understood that emergency repairs may, by necessity, be made by City. Therefore, when defective equipment, materials or workmanship result in emergency repairs by City, Contractor shall reimburse City, upon demand, for all expenses incurred. Emergency repairs will be deemed as those repairs determined by City's Director of Public Works to be necessary due to an immediate detriment to the health, safety, welfare or convenience of the residents of City.

ARTICLE 6
Water Quality

a. The Santa Ana Regional Water Quality Control Board ("RWQCB") has issued National Pollutant Discharge Elimination System ("NPDES") Permit No. R8-2009-0030 (the "Permit"), which governs storm water and non-storm water discharges resulting from municipal activities performed by City or its contractors. In order to comply with the Permit requirements, the County of Orange has prepared a Drainage Area Management Plan ("DAMP"), containing Model Maintenance Procedures with Best Management Practices ("BMPs") that City and its contractors must adhere to. The Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Examples include: wash water from cleaning of sidewalks or parking lots must be collected and disposed of in the sewer or landscaped areas.

b. The Permit, the DAMP and the Model Maintenance Procedures are on file in the office of City's Director of Public Works. Contractor hereby acknowledges that it has read, reviewed and understands the Permit, the DAMP and the Model Maintenance Procedures, as they relate to the Work and hereby shall perform the Work in conformance therewith.

ARTICLE 7
Independent Contractor; Contractor not Agent

a. At all times during the term of this Contract, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Contract. City shall not have the

right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Contract. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

b. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

ARTICLE 8
Public Work; Prevailing Wage

a. The Work which is the subject of this Contract is a "public work," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid. To the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that Contractor, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

b. Attached hereto as Attachment No. 1 and incorporated herein by this reference is a copy of the provisions of Sections 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code. Contractor hereby acknowledges that it has read, reviewed and understands those provisions of the Labor Code and shall prosecute and complete the Work under this Contract in strict compliance with all of those terms and provisions.

c. Contractor shall secure the payment of compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code. Accordingly, and as required by Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

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

d. Contractor shall indemnify, protect, defend and hold harmless City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense, and/or "increased costs" (including reasonable attorney's fees, court and litigation costs, and fees of expert witnesses) which result or arise in any way from the noncompliance by Contractor of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages). It is agreed by the parties that, in connection with the construction of the Work which is the subject of this Contract, Contractor shall bear all risks of payment or non-payment of state prevailing wages. "Increased costs" as used in this paragraph shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Contract.

ARTICLE 9
Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any Work covered by this Contract, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

ARTICLE 10
Conflicts of Interest

Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the builder for any project for which the design work is part of this Contract.

ARTICLE 11
Indemnity

Contractor shall defend, indemnify and hold harmless City and its officers, officials, agents, and employees from and against:

a. Any and all claims, liabilities, losses, damages, penalties, costs or expenses (including reasonable attorneys' fees and court costs) which City may directly or indirectly sustain or suffer arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or the property of any person which shall occur on or adjacent to the real property which is the subject of this Contract, or in connection with performance of this Contract which may be directly or indirectly caused by the acts or omissions of Contractor or its officers, employees, contractors or agents, or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance. Contractor shall not be responsible for (and such indemnity shall not apply to) any willful misconduct, negligence or breach of this Contract by City or its officers, officials, agents, and employees. The foregoing indemnity shall survive termination of this Contract.

b. Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's Work under this Contract, including any and all claims under any law pertaining to Contractor's status as an independent contractor.

ARTICLE 12
Insurance

a. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder and the results of that Work by Contractor, its agents, representatives, employees or subcontractors. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Contract.

b. Contractor shall maintain the following minimum amount of insurance: the greater of either the limits set forth in (1) through (4), below; or all of the insurance coverage and/or limits carried by or available to Contractor.

(1)	General Liability	$2,000,000	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2)	Automobile Liability	$1,000,000	per accident for bodily injury and property damage.
(3)	Workers' Compensation		as required by the State of California.
(4)	Employer's Liability	$1,000,000	per accident for bodily injury or disease.

c. 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 Contract are sufficient to cover the obligations of Contractor under this Contract.

d. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its officers, officials, agents and employees; or Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

e. Each policy of general liability and automotive liability insurance shall contain, or be endorsed to contain, the following provisions:

(1) City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor (any auto), and with respect to liability arising out of Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such Work or operations. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 12.b, above, shall apply to City as an additional insured.

(2) For any claims related to this Contract, Contractor's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents and employees shall be excess of Contractor's insurance and shall not contribute with it.

(3) Coverage shall not be canceled, except after thirty (30) days' prior written notice has been provided to City.

f. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Article 12. The endorsements shall be on forms acceptable to City. All certificates and endorsements are to be received and approved by City before the Work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

g. All insurance procured and maintained by Contractor shall be issued by insurers admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

h. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Contract unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom by way of set-off from any sums owed Contractor.

i. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all Work performed by Contractor, its employees, agents and subcontractors. Contractor shall obtain any other endorsement that may be necessary to effect this waiver of subrogation.

j. Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

ARTICLE 13
Termination

City, acting through its City Manager or designee, reserves the right to terminate this Contract for any reason by giving five (5) days' written notice of intent to terminate to Contractor. Upon receipt of notice, Contractor shall immediately cease work, unless the notice provides otherwise. Should City terminate this Contract, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Contract, unless such termination shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

ARTICLE 14
Maintenance and Inspection of Records

In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Contract. During the term of this Contract and for a period of three (3) years after termination or completion of this Contract, City shall have the right to inspect and/or audit Contractor's records pertaining to the performance of this Contract at Contractor's office. Contractor shall make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

ARTICLE 15
Compliance with Laws

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by Contractor or any subcontractor hereunder.

b. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Contract comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Contract who is ineligible to work in the United States or under the terms of this Contract; and

(3) Has properly maintained, and shall at all times during the term of this Contract properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Contract respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

c. Contractor shall require all subcontractors and/or subconsultants to make the same representations and warranties required by this Article 15 when hired to perform services under this Contract.

d. Contractor shall, upon request of City, provide a list of all employees working under this Contract and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Contract without written notice to City, accompanied by the verification required herein for such employees. Contractor shall require all subcontractors and/or sub-consultants to make the same verification when hired to perform services under this Contract.

e. If Contractor, or a subcontractor or subconsultant, knowingly employs an employee providing Work under this Contract who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, such shall constitute a material breach of this Contract and may be cause for immediate termination of this Contract by City.

f. Contractor shall indemnify and hold City, its officials and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

ARTICLE 16
Governing Law and Venue

This Contract shall be construed in accordance with and governed by the laws of the State of California and Contractor shall submit to the jurisdiction of California courts. Venue for any dispute arising under this Contract shall be in Orange County, California.

ARTICLE 17
Integration and Amendment

a. This Contract constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the Work to be performed under this Contract shall be of any force or effect unless it is in writing and signed by both parties. Any Work performed which is inconsistent with or in violation of the provisions of this Contract shall not be compensated.

b. Amendments to this Contract must be in writing and signed by both parties. The City Manager is authorized to execute amendments to this Contract up to the amounts specified in Chapter 3.08 of the Orange Municipal Code.

ARTICLE 18
Notice

Except as otherwise provided herein, all notices required under this Contract shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

"CONTRACTOR"	"CITY"
Horizons Construction Company International, Inc. 432 W. Meats Ave. Orange, CA 92865 Attn: Kinan Kotrash	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591 Attn: Matthew Lorenzen
Telephone: 714-626-0000 E-Mail: kinan@horizonscci.com	Telephone: 714-532-6488 E-Mail: mlorenzen@cityoforange.org

ARTICLE 19
Claim Resolution

City and Contractor agree that the claim resolution process applicable to any claim by Contractor in connection with the Work provided herein shall be subject to the procedures set forth in California Public Contract Code Section 9204, attached hereto as Attachment No. 2, and incorporated herein by this reference.

ARTICLE 20
Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

"CITY"

CITY OF ORANGE, a municipal corporation

By:_____
Daniel R. Slater
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE APPROVED BY:

_____
Wayne W. Winthers
Interim City Attorney

ATTEST:

_____
Pamela Coleman, City Clerk

"CONTRACTOR"

HORIZONS CONSTRUCTION COMPANY INTERNATIONAL, INC., a California corporation

[Note: Signature of Chairman of the Board, President or Vice President is required]

By:_____
Printed Name: Hatem Ibrahim
Title: President

[Note: Signature of Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer is also required]

By:_____
Printed Name:_____
Title:_____

√

"CITY"

CITY OF ORANGE, a municipal corporation

By:_____
Daniel R. Slater
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE APPROVED BY:

_____
Wayne W. Winthers
Interim City Attorney

ATTEST:

_____
Pamela Coleman, City Clerk

"CONTRACTOR"

HORIZONS CONSTRUCTION COMPANY INTERNATIONAL, INC., a California corporation

[Note: Signature of Chairman of the Board, President or Vice President is required]

By:_____
Printed Name: Hatem Ibrahim
Title: President

[Note: Signature of Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer is also required]

By:_____
Printed Name: Kinan Kotrash
Title: Secretary

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ATTACHMENT NO. 1

CALIFORNIA LABOR CODE
SECTIONS 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815

Section 1725.5. Registration of contractors; mandatory registration; qualifications and application; fees; exempt contractors

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1)(A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars ($400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars ($2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work.

Section 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the 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 fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Section 1771.1. Registration as a contractor or subcontractor required prior to bid submission; exceptions; violations; penalties

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars ($100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars ($8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars ($100)

for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars ($10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars ($10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work.

Section 1771.4. Additional requirements when bidding and awarding public works contracts

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

Section 1775. Penalties for violations

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars ($40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars ($80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor

or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Section 1776. Payroll records; retention; inspection; redacted information; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Section 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; compliance program

(a)(1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, "apprenticeship program" means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written

apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator

of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2)(A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

Section 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty- five dollars ($25) for each worker employed in the execution of

the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Section 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

ATTACHMENT NO. 2

CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

Section 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process (Eff: January 1, 2017)

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

Agenda Item

City Council

Item #: 3.11. 8/12/2025 **File #:** 25-0448

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

1. SUBJECT
Award of Contract to Tess Electric Inc. for electrical on-call services.

2. SUMMARY
Informal bids were solicited for electrical on-call services for critical water infrastructure systems. Tess Electric Inc., of Riverside is the apparent low bidder in the amount of $210,000. This contract provides for on-call and emergency electrical services to support the continued efficiency and reliability of the City's water system.

3. RECOMMENDED ACTION

Approve the contract with Tess Electric Inc. in the amount of $210,000 for electrical on-call services; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT
The expense for this contract is $70,000 and will be funded through Water (600):
600-5802-56102 Repair/Maint Services-Facility

This contract is for 3 years totaling $210,000.00, payable in $70,000 annual installments. Future installments will be requested in conjunction with the annual operating budget.

5. STRATEGIC PLAN GOALS
Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND
The Public Works Department operates critical water infrastructure such as pump stations, wells, and emergency power generators that operate continuously. These facilities contain electrical components such as breakers, electrical panels, automatic transfer switches, variable frequency drives, and motors. The facilities must run properly without interruption and necessary repairs to electrical components must be expedited to ensure continuous water service.

Through an informal bid process, staff solicited bids from four reputable companies for electrical on-call services, and two bids were received:

1. Tess Electric Inc., Riverside, CA $210,000
2. Halcyon Electric Inc., Placentia, CA $220,500

Two contractors, Sulzer Electro Mechanical Services Inc. of Colton and Electrical Service Solutions Inc. of Huntington Beach were non-responsive.

Tess Electric Inc. is the apparent responsive low bidder. The City has worked with Tess Electric Inc. in the past and has found them to be qualified and responsive to our needs. Therefore, the staff recommends that Tess Electric Inc. be awarded a contract in the amount of $210,000. The term of the contract is for three years with an annual installment of $70,000. If approved, this contract is effective on the date the agreement is executed and expires on June 30, 2028.

7. ATTACHMENTS

- Contract with Tess Electric Inc.
- Rating Summation

Agenda Item

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CONTRACT
[Electrical On-Call Services]

THIS CONTRACT (the "Contract") is made and entered into as of _____, 2025 ("Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and TESS ELECTRIC INC., a California corporation ("Contractor"), who agree as follows.

ARTICLE 1
Work Performed

a. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the two (2) bonds presented to City with this Contract and incorporated herein by this reference, Contractor hereby agrees to and shall do all the work and furnish all the labor, materials, tools and equipment, except such as are mentioned in the specifications to be furnished by City to Contractor, necessary to complete in good workmanship and substantial manner the work (the "Work") described in:

(1) The latest edition of the "City of Orange Standard Plans and Specifications" (the "Orange Book") with the term "Engineer," as used in the Orange Book and in this Contract, to specifically include the City Engineer (or designee);

(2) The "Standard Specifications for Public Works Construction" (the "Greenbook"), and all amendments thereto, except the definition of "Subcontractor" in Section 1.2 (General – Terms and Definitions) of Part 1 (General Provisions) of the Greenbook, which is hereby amended in its entirety to read as follows: "Subcontractor – An individual, firm, or corporation having a direct contract with the Contractor for the performance of a part of the Work;"

(3) The "City of Orange Standard Special Provisions;"

(4) The Standard Plans; and

(5) Contractor's Bid Proposal, which is on file with City's Department of Public Works.

b. Contractor acknowledges that it has received the Plans from City and that a complete copy of the Plans are in its possession and are hereby specifically referred to and by such reference made a part hereof. The Orange Book, Greenbook and City of Orange Standard Special Provisions and Standard Plans are on file with City's Public Works Director and are hereby specifically referred to and by such reference made a part hereof. Contractor hereby acknowledges that it has read, reviewed and understands the Plans, the Orange Book, the Greenbook, the Special Provisions, the Standard Plans, and the Encroachment Permit as they relate to the Work, all of which documents shall be referred to herein collectively as the "Plans and Specifications."

c. Contractor acknowledges the provisions of Chapter 8.28 of the Orange Municipal Code which requires, among other things, that Contractor utilize City's exclusive solid waste hauler for the rental of bins for trash and debris removal and imposes mandatory recycling requirements for self-hauled construction and demolition waste. The terms and conditions set forth in this Contract shall control over any terms and conditions in the Plans and Specifications to the contrary.

d. The Work shall be performed in conformity with the Plans and Specifications and the Bid Proposal and all applicable laws, including any and all applicable federal and state labor laws and standards and applicable prevailing wage requirements and any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment.

e. Unless and until otherwise notified in writing by City's Public Works Director, City's Senior Civil Engineer, Tuan Cao ("Authorized City Representative"), shall be the person to whom Contractor will report for the performance of the Work hereunder. It is understood that Contractor's performance hereunder shall be under the direction and supervision of the Authorized City Representative or such other person as City's Public Works Director may designate from time to time, that Contractor shall coordinate the Work hereunder with the Authorized City Representative to the extent required by the Authorized City Representative, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the Authorized City Representative or City's Public Works Director.

f. It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and Contractor's Bid Proposal, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Bid Proposal conflicting herewith.

ARTICLE 2
Commencement of Work

Contractor shall commence the Work provided for in this Contract within fifteen (15) days of the date of the issuance by City of a Notice to Proceed and diligently prosecute completion of the Work within thirty (30) calendar days from such date, unless legal extension is granted in accordance with the terms set forth in the Greenbook. Time is of the essence in this Contract. Contractor shall do all things necessary and incidental to the prosecution of Contractor's Work.

ARTICLE 3
Compensation

Contractor agrees to receive and accept an amount not to exceed TWO HUNDRED TEN THOUSAND DOLLARS and 00/100 ($210,000.00) unless said amount is amended by Contract Change Order approved by the City, as compensation for furnishing all materials and doing all the Work contemplated and embraced in this Contract. Said compensation covers (1) all loss or damage arising out of the nature of the Work, from the acts of the elements; (2) any unforeseen

difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by City, other than as provided below; (3) all risks of every description connected with the Work; (4) all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and (5) well and faithfully completing the Work, and for the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Authorized City Representative under them. Retention amounts shall be withheld from progress payments as required by law unless Contractor provides securities in lieu of retention.

ARTICLE 4
Licenses

Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the Work contemplated by this Contract and that Contractor and subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Contract.

ARTICLE 5
Guarantees

a. Contractor guarantees the construction and installation of all Work included in the Plans and Specifications for which Contractor has been awarded this Contract.

b. Should any of the materials or equipment installed pursuant to this Contract prove defective or should the Work as a whole prove defective, due to faulty equipment, workmanship, materials furnished or methods of installations, or should said Work or any part thereof fail to function properly, as designed, due to any of the above causes within twelve (12) months after the date on which said Work is accepted by City, Contractor shall make repairs and furnish such materials and equipment as are necessary to be furnished and installed within fifteen (15) calendar days after the receipt of a demand from City.

c. Said Work will be deemed defective within the meaning of this guarantee in the event that it fails to function as originally intended either by the Plans and Specifications of this Contract or by the manufacturer(s) of the equipment incorporated into the Work.

d. In the event repairs are not made within fifteen (15) calendar days after Contractor's receipt of a demand from City, City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. Contractor shall reimburse City, upon demand, for all expenses incurred in restoring said Work to the condition contemplated in this Contract, including the cost of any equipment or materials replaced.

e. It is understood that emergency repairs may, by necessity, be made by City. Therefore, when defective equipment, materials or workmanship result in emergency repairs by City, Contractor shall reimburse City, upon demand, for all expenses incurred. Emergency repairs will be deemed as those repairs determined by City's Director of Public Works to be necessary due to an immediate detriment to the health, safety, welfare or convenience of the residents of City.

ARTICLE 6
Water Quality

a. The Santa Ana Regional Water Quality Control Board ("RWQCB") has issued National Pollutant Discharge Elimination System ("NPDES") Permit No. R8-2009-0030 (the "Permit"), which governs storm water and non-storm water discharges resulting from municipal activities performed by City or its contractors. In order to comply with the Permit requirements, the County of Orange has prepared a Drainage Area Management Plan ("DAMP"), containing Model Maintenance Procedures with Best Management Practices ("BMPs") that City and its contractors must adhere to. The Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Examples include: wash water from cleaning of sidewalks or parking lots must be collected and disposed of in the sewer or landscaped areas.

b. The Permit, the DAMP and the Model Maintenance Procedures are on file in the office of City's Director of Public Works. Contractor hereby acknowledges that it has read, reviewed and understands the Permit, the DAMP and the Model Maintenance Procedures, as they relate to the Work and hereby shall perform the Work in conformance therewith.

ARTICLE 7
Independent Contractor; Contractor not Agent

a. At all times during the term of this Contract, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Contract. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Contract. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

b. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

ARTICLE 8
Public Work; Prevailing Wage

a. The Work which is the subject of this Contract is a "public work," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid. To the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that Contractor, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

b. Attached hereto as Attachment No. 1 and incorporated herein by this reference is a copy of the provisions of Sections 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code. Contractor hereby acknowledges that it has read, reviewed and understands those provisions of the Labor Code and shall prosecute and complete the Work under this Contract in strict compliance with all of those terms and provisions.

c. Contractor shall secure the payment of compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code. Accordingly, and as required by Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

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

d. Contractor shall indemnify, protect, defend and hold harmless City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense, and/or "increased costs" (including reasonable attorney's fees, court and litigation costs, and fees of expert witnesses) which result or arise in any way from the noncompliance by Contractor of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages). It is agreed by the parties that, in connection with the construction of the Work which is the subject of this Contract, Contractor shall bear all risks of payment or non-payment of state prevailing wages. "Increased costs" as used in this paragraph shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Contract.

ARTICLE 9
Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any Work covered by this Contract, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

ARTICLE 10
Conflicts of Interest

Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the builder for any project for which the design work is part of this Contract.

ARTICLE 11
Indemnity

Contractor shall defend, indemnify and hold harmless City and its officers, officials, agents, and employees from and against:

a. Any and all claims, liabilities, losses, damages, penalties, costs or expenses (including reasonable attorneys' fees and court costs) which City may directly or indirectly sustain or suffer arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or the property of any person which shall occur on or adjacent to the real property which is the subject of this Contract, or in connection with performance of this Contract which may be directly or indirectly caused by the acts or omissions of Contractor or its officers, employees, contractors or agents, or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance. Contractor shall not be responsible for (and such indemnity shall not apply to) any willful misconduct, negligence or breach of this Contract by City or its officers, officials, agents, and employees. The foregoing indemnity shall survive termination of this Contract.

b. Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's Work under this Contract, including any and all claims under any law pertaining to Contractor's status as an independent contractor.

ARTICLE 12
Insurance

a. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder and the results of that Work by Contractor, its agents, representatives, employees or subcontractors. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Contract.

b. Contractor shall maintain the following minimum amount of insurance: the greater of either the limits set forth in (1) through (4), below; or all of the insurance coverage and/or limits carried by or available to Contractor.

(1)	General Liability	$2,000,000	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2)	Automobile Liability	$1,000,000	per accident for bodily injury and property damage.
(3)	Workers' Compensation		as required by the State of California.
(4)	Employer's Liability	$1,000,000	per accident for bodily injury or disease.

c. 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 Contract are sufficient to cover the obligations of Contractor under this Contract.

d. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its officers, officials, agents and employees; or Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

e. Each policy of general liability and automotive liability insurance shall contain, or be endorsed to contain, the following provisions:

(1) City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor (any auto), and with respect to liability arising out of Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such Work or operations. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 12.b, above, shall apply to City as an additional insured.

(2) For any claims related to this Contract, Contractor's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents and employees shall be excess of Contractor's insurance and shall not contribute with it.

(3) Coverage shall not be canceled, except after thirty (30) days' prior written notice has been provided to City.

f. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Article 12. The endorsements shall be on forms acceptable to City. All certificates and endorsements are to be received and approved by City before the Work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

g. All insurance procured and maintained by Contractor shall be issued by insurers admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

h. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Contract unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom by way of set-off from any sums owed Contractor.

i. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all Work performed by Contractor, its employees, agents and subcontractors. Contractor shall obtain any other endorsement that may be necessary to effect this waiver of subrogation.

j. Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

ARTICLE 13
Termination

City, acting through its City Manager or designee, reserves the right to terminate this Contract for any reason by giving five (5) days' written notice of intent to terminate to Contractor. Upon receipt of notice, Contractor shall immediately cease work, unless the notice provides otherwise. Should City terminate this Contract, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Contract, unless such termination shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

ARTICLE 14
Maintenance and Inspection of Records

In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Contract. During the term of this Contract and for a period of three (3) years after termination or completion of this Contract, City shall have the right to inspect and/or audit Contractor's records pertaining to the performance of this Contract at Contractor's office. Contractor shall make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

ARTICLE 15
Compliance with Laws

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by Contractor or any subcontractor hereunder.

b. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Contract comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Contract who is ineligible to work in the United States or under the terms of this Contract; and

(3) Has properly maintained, and shall at all times during the term of this Contract properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Contract respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

c. Contractor shall require all subcontractors and/or subconsultants to make the same representations and warranties required by this Article 15 when hired to perform services under this Contract.

d. Contractor shall, upon request of City, provide a list of all employees working under this Contract and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Contract without written notice to City, accompanied by the verification required herein for such employees. Contractor shall require all subcontractors and/or sub-consultants to make the same verification when hired to perform services under this Contract.

e. If Contractor, or a subcontractor or subconsultant, knowingly employs an employee providing Work under this Contract who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, such shall constitute a material breach of this Contract and may be cause for immediate termination of this Contract by City.

f. Contractor shall indemnify and hold City, its officials and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

ARTICLE 16
Governing Law and Venue

This Contract shall be construed in accordance with and governed by the laws of the State of California and Contractor shall submit to the jurisdiction of California courts. Venue for any dispute arising under this Contract shall be in Orange County, California.

ARTICLE 17
Integration and Amendment

a. This Contract constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the Work to be performed under this Contract shall be of any force or

effect unless it is in writing and signed by both parties. Any Work performed which is inconsistent with or in violation of the provisions of this Contract shall not be compensated.

b. Amendments to this Contract must be in writing and signed by both parties. For contracts approved by the City Council: The City Manager is authorized to execute amendments to this Contract up to the amounts specified in Chapter 3.08 of the Orange Municipal Code.

ARTICLE 18
Notice

Except as otherwise provided herein, all notices required under this Contract shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

"CONTRACTOR"	"CITY"
Tess Electric Inc. 12142 Severn Way Riverside, CA 92503	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591
Attn: Michael Beebe/President	Attn: Sonny Tran/Assistant Water Manager
Telephone: (951) 427-1735 E-Mail: mike@tesselectricsocal.com	Telephone: (714) 288-2475 E-Mail: stran@cityoforange.org

ARTICLE 19
Claim Resolution

City and Contractor agree that the claim resolution process applicable to any claim by Contractor in connection with the Work provided herein shall be subject to the procedures set forth in California Public Contract Code Section 9204, attached hereto as Attachment No. 2, and incorporated herein by this reference.

ARTICLE 20
Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

"CITY"

CITY OF ORANGE, a municipal corporation

By:_____
Daniel R. Slater
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

_____
Nathalie Adourian
Senior Assistant City Attorney

ATTEST:

_____
Pamela Coleman, City Clerk

"CONTRACTOR"

TESS ELECTRIC INC., a California corporation

[Note: Signature of Chairman of the Board, President or Vice President is required]

By:_____
Printed Name:_____
Title:_____

[Note: Signature of Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer is also required]

By:_____
Printed Name:_____
Title:_____

√

"CITY"

CITY OF ORANGE, a municipal corporation

By:_____
Daniel R. Slater
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

_____
Nathalie Adourian
Senior Assistant City Attorney

ATTEST:

_____
Pamela Coleman, City Clerk

"CONTRACTOR"

TESS ELECTRIC INC., a California corporation

[Note: Signature of Chairman of the Board, President or Vice President is required]

By:_____
Printed Name: Mike Beebe
Title: President

[Note: Signature of Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer is also required]

By:_____
Printed Name: Lisa Brandl
Title: Secretary

√

ATTACHMENT NO. 1

CALIFORNIA LABOR CODE
SECTIONS 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815

Section 1725.5. Registration of contractors; mandatory registration; qualifications and application; fees; exempt contractors

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1)(A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars ($400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars ($2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work.

Section 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the 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 fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Section 1771.1. Registration as a contractor or subcontractor required prior to bid submission; exceptions; violations; penalties

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars ($100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars ($8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars ($100)

for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars ($10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars ($10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work.

Section 1771.4. Additional requirements when bidding and awarding public works contracts

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

Section 1775. Penalties for violations

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars ($40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars ($80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor

or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Section 1776. Payroll records; retention; inspection; redacted information; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Section 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; compliance program

(a)(1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, "apprenticeship program" means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written

apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator

of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2)(A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

Section 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty- five dollars ($25) for each worker employed in the execution of

the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Section 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

ATTACHMENT NO. 2

CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

Section 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process (Eff: January 1, 2017)

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

City of Orange Summary of Bid Abstracts for:

Electrical On-Call Services (Quest Bid #9602549)
Bid Opening: 7/8/25

			1		2		3		4	
			Tess Electric		**Halcyon Electric**		*** Sulzer**		*** Electrical Service Solution**	
Line Item	Item Description	UofM	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	On-Call Service Rate	3-YR	$210,000.00	$210,000.00	$220,500.00	$220,500.00	N/A	N/A	N/A	N/A
	Total:			**$210,000.00**		**$220,500.00**		**N/A**		**N/A**

* Sulzer & Electrical Service Solution failed to provide quote by City's deadline.

Agenda Item

City Council

Item #: 3.12. 8/12/2025 **File #:** 25-0458

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

1. SUBJECT

Notice of Completion and Acceptance for Community Development Block Grant Fiscal Year 2024-2025 Pixley Neighborhood Street Rehabilitation Project; Bid No. 24-25.14 (SP-4293).

2. SUMMARY

The City of Orange entered into a contract with Calmex Engineering, Inc. for the Community Development Block Grant Fiscal Year 2024-2025 Pixley Neighborhood Street Rehabilitation Project. The rehabilitation consisted of removing and reconstructing severely damaged pavement sections, grinding, and overlaying the rest of the roadway. The work was completed to the satisfaction of the Public Works Department.

3. RECOMMENDED ACTION

1. Accept the Community Development Block Grant Fiscal Year 2024-2025 Pixley Street Neighborhood Street Rehabilitation Project as complete.
2. Authorize the City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

4. ATTACHMENTS

- Notice of Completion and Acceptance

Agenda Item

City Council

Item #: 3.12. 8/12/2025 **File #:** 25-0458

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

THRU: **Jarad Hildenbrand, City Manager**

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4. ATTACHMENTS

- Notice of Completion and Acceptance

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Orange
300 East Chapman Avenue
Orange, California 92866
Attention: City Clerk

[Space above this line for Recorder's use only.]

THIS DOCUMENT IS RECORDED AT THE REQUEST AND FOR THE BENEFIT OF THE CITY OF ORANGE AND IS EXEMPT FROM THE PAYMENT OF A RECORDING FEE PURSUANT TO GOVERNMENT CODE SECTIONS 6103 AND 27383.

NOTICE OF COMPLETION AND ACCEPTANCE

NOTICE IS HEREBY GIVEN that work on that certain public work and improvements known as "Community Development Block Grant Fiscal Year 2024-2025 Pixley Street Neighborhood Street Rehabilitation (Bid No. 24-25.14; SP-4293)" (herein referred to as the "Project"), for the owner, the City of Orange, a municipal corporation (herein referred to as the "City"), whose address is 300 E. Chapman Avenue, Orange, CA 92866, was completed and accepted by the City Council of the City of Orange on August 12, 2025 at a regular meeting of its members, at which a quorum was present and acting throughout. The project is at various locations in the City of Orange, State of California. The contractor who performed (or caused to be performed) said public work and improvements were CALMEX Engineering, a California corporation, with its principal office at 2750 S. Lilac Ave, Bloomington, State of California.

The name of the surety on the Labor and Material Bond for the Project is Swiss Re Corporate Solutions America Insurance Corporation, MO (Bond No. 2358022) in the amount of $443,181.00.

DATED as of the 12th day of August 2025. CITY OF ORANGE, a municipal corporation

By:_____
Daniel R. Slater, Mayor, City of Orange

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Daniel R. Slater, Mayor of the City of Orange, state that I have read the foregoing document know the contents thereof, and that the facts therein stated are true of my own knowledge. I hereby declare under penalty of perjury that the foregoing is true and correct.

DATED as of the 12th day of August 2025 at Orange, California.

_____
Daniel R. Slater, Mayor, City of Orange

I, Pamela Coleman, City Clerk for the City of Orange, hereby attest that Daniel R. Slater is known to me to be the Mayor of the City of Orange and known to me to be the person who executed the within instrument on behalf of said municipal corporation and acknowledged to me that the City of Orange executed the same.

_____
Pamela Coleman, City Clerk, City of Orange

Agenda Item

City Council

Item #: 3.13. 8/12/2025 **File #:** 25-0466

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

1. SUBJECT

Notice of Completion and Acceptance for Annual Sewer Line Replacement / Maintenance Fiscal Year 2024-2025; Bid No. 24-25.04 (S-252).

2. SUMMARY

The City of Orange contracted with Ramona Inc. for the Annual Sewer Line Replacement / Maintenance Fiscal Year 2024-2025. The project consisted of replacing aged sewer infrastructure, replacing pipes that are structurally deficient, improving pipeline capacity and minimizing maintenance issues. The project included the replacement of approximately 5,881 linear feet of existing six-inch with eight-inch sewer main and the reconnection of service laterals throughout the City of Orange. The work was completed to the satisfaction of the Public Works Department.

3. RECOMMENDED ACTION

1. Accept the Annual Sewer Line Replacement / Maintenance Fiscal Year 2024-2025 project as complete.
2. Authorize City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

4. ATTACHMENTS

- Notice of Completion and Acceptance

Agenda Item

City Council

Item #: 3.13. 8/12/2025 **File #:** 25-0466

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

1. SUBJECT

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2. SUMMARY

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3. RECOMMENDED ACTION

1. Accept the Annual Sewer Line Replacement / Maintenance Fiscal Year 2024-2025 project as complete.
2. Authorize City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

4. ATTACHMENTS

- Notice of Completion and Acceptance

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Orange
300 East Chapman Avenue
Orange, California 92866
Attention: City Clerk

[Space above this line for Recorder's use only.]

THIS DOCUMENT IS RECORDED AT THE REQUEST AND FOR THE BENEFIT OF THE CITY OF ORANGE AND IS EXEMPT FROM THE PAYMENT OF A RECORDING FEE PURSUANT TO GOVERNMENT CODE SECTIONS 6103 AND 27383.

NOTICE OF COMPLETION AND ACCEPTANCE

NOTICE IS HEREBY GIVEN that work on that certain public work and improvements known as "Annual Sewer Replacement / Maintenance Fiscal Year 2024-2025 (Bid No. 24-25.04; S-252)" (herein referred to as the "Project"), for the owner, the City of Orange, a municipal corporation (herein referred to as the "City"), whose address is 300 E. Chapman Avenue, Orange, CA 92866, was completed and accepted by the City Council of the City of Orange on August 12, 2025 at a regular meeting of its members, at which a quorum was present and acting throughout. The Project is at various locations in the City of Orange, State of California. The contractor who performed (or caused to be performed) said public work and improvements were Ramona, a California corporation, with its principal office at 5029 Bleecker St. Suite 200 Baldwin Park, State of California.

The name of the surety on the Labor and Material Bond for the Project is U.S. Specialty Insurance Company, Texas (Bond No. 1001225645) in the amount of $1,765,200.00.

DATED as of the 12th day of August 2025. CITY OF ORANGE, a municipal corporation

By:_____
Daniel R. Slater, Mayor, City of Orange

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Daniel R. Slater, Mayor of the City of Orange, state that I have read the foregoing document know the contents thereof, and that the facts therein stated are true of my own knowledge. I hereby declare under penalty of perjury that the foregoing is true and correct.

DATED as of the 12th day of August 2025 at Orange, California.

_____
Daniel R. Slater, Mayor, City of Orange

I, Pamela Coleman, City Clerk for the City of Orange, hereby attest that Daniel R. Slater is known to me to be the Mayor of the City of Orange and known to me to be the person who executed the within instrument on behalf of said municipal corporation and acknowledged to me that the City of Orange executed the same.

_____
Pamela Coleman, City Clerk, City of Orange

Agenda Item

City Council

Item #: 3.14. 8/12/2025 **File #:** 25-0474

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Garrett Smith, City Treasurer**

1. SUBJECT

Annual review and approval of the Statement of Investment Policy for Fiscal Year 2025-26.

2. SUMMARY

The City Treasurer and Chandler Asset Management, the City's investment management firm, conducted a review of the City's Investment Policy and updated it with current trends and laws governing public sector investments. Chandler provided recommendations to further the best interests of the City's investment strategy.

3. RECOMMENDED ACTION

Adopt the Fiscal Year 2025-26 City of Orange Investment Policy.

4. DISCUSSION AND BACKGROUND

The California Government Code Section 53646 requires that the Statement of Investment Policy (SIP) be reviewed and approved by the legislative body on an annual basis. The City's Investment Policy is one of the most conservative policies in the State and it is proposed that the very conservative features of the policy be maintained.

The City Treasurer and Chandler Asset Management have reviewed the policy and all changes are made to adjust any outdated verbiage based on new Senate Bills and additional best practices. These changes were presented to the Investment Advisory Committee on July 23rd and the committee supported the recommended changes.

Key Updates:

- 2.1 - Scope - exemption language recommended bv CMTA reviewer in 2024
- 2.4 - Authorized Financial Institutions and Dealers - Include FINRA certification proof, NCD/Federally Insured Time Deposits
  - Federal Agency description consistent with Code
  - Updated language for Asset-Backed Securities to be in line with Senate Bill 882 (which clarified the limitations on Pass Thru Securities)
- Updated language for Asset-Backed Securities to be in line with Senate Bill 882 (which clarified the limitations on Pass Thru Securities)
- 3.3 - Mitigating Risk in the Portfolio - downgrade language reflecting Chandler best practices

5. ATTACHMENTS

- FY 2025-26 City of Orange Investment Policy (redlined version)
- FY 2025-26 City of Orange Investment Policy (clean version)

Agenda Item

City Council

Item #: 3.14. 8/12/2025 **File #:** 25-0474

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Garrett Smith, City Treasurer**

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5. ATTACHMENTS

- FY 2025-26 City of Orange Investment Policy (redlined version)
- FY 2025-26 City of Orange Investment Policy (clean version)

Dated: ~~April 26, 2023~~February 24, 2025

CITY OF ORANGE
STATEMENT OF INVESTMENT POLICY
Fiscal Year ~~2023-24~~2025-26

1.0 INVESTMENT POLICY OVERVIEW

1.1 POLICY

It is the policy of the City of Orange ("City") to invest public funds in a manner which will provide foremost for the safety of principal while meeting the short- and long-term cash flow demands of the City and conforming to all statutes governing the investment of City funds.

Annually, in accordance with California Government Code ("CGC") Section 53646, the Treasurer will render to the City Council a Statement of Investment Policy for consideration and approval at a public meeting. Any investment currently held at that time that does not meet the guidelines of this policy, as changed from time to time by the City Council, shall be exempt from the requirements of this policy. However, at the investment's maturity or liquidation, such funds shall be reinvested only as provided by this policy.

1.2 PURPOSE

This Statement of Investment Policy ("SIP"**)** is set forth by the City for the following purposes:

a) To establish a clear understanding for the City Council, Investment Committees, City management, responsible employees, citizens, and third parties, of the objectives, policies and guidelines for the investment of the City's idle and surplus funds.

b) To offer guidance to investment staff, brokers and any external investment advisors on the investment of City funds.

1.3 INVESTMENT OBJECTIVES

Within the overriding requirement of compliance with all federal, state and local laws governing the investment of moneys under the control of the Treasurer, and as specified in the CGC Section 53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objectives, in priority order, of the investment activities shall be:

a) **Safety**: Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

b) **Liquidity**: The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

c) **Return on Investments**: The investment portfolio shall be designed and managed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment objectives, authorized investments and the cash flow needs of the City. The Treasurer's monthly reports shall include benchmark reporting to define *"a market rate of return,"* which shall be one of the indices published in a financial journal of wide circulation that are most comparable to the Treasurer's portfolio. The benchmark shall be used solely as a reference tool. The Treasurer shall not add additional risk to the portfolio in order to attain or exceed the benchmark.

1.4 PRUDENCE

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent investor" standard (CGC Section 53600.3) and shall be applied in the context of managing an overall portfolio. The Treasurer and other investment employees, acting within the intent and scope of the SIP and other written procedures, and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in the immediately following Treasurer's Report and appropriate action is taken to control adverse developments. When a deviation poses a significant risk to the City's financial position, the City Council shall be notified immediately.

1.5 ETHICS

Elected officials, City officers and employees and any other individuals involved in the investment operations are prohibited from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions, or which could give the appearance thereof. Furthermore, these same individuals are prohibited from undertaking personal investment transactions with any individual with whom business is conducted on behalf of the City.

2.0 OPERATIONS AND PROCEDURES

2.1 SCOPE

a) This SIP applies to all financial assets of the City. These funds are accounted for in the Annual Comprehensive Financial Report and include: General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Enterprise Funds, and Internal Service Funds.

b) This SIP specifically exempts and does not apply to the following financial assets and investment activities of the City:

(1) ~~The City's Deferred Compensation Plan is excluded because it is managed by a third party administrator and invested by individual plan participants.~~ CalPERS, OPEB trusts, and the investment of employees' deferred compensation funds invested pursuant to Government Code Section 53609

(2) Proceeds of City or other debt issues in possession of a trustee or fiscal agent are not considered to be part of the financial assets covered by this policy. These bond proceeds shall be invested in accordance with the requirements and restrictions outlined in the bond documents.

2.2 DELEGATION OF AUTHORITY

a) The City Council's authority to manage the investment program is derived from CGC Sections 53600 *et seq.*

b) In accordance with the City of Orange Municipal Code Chapter 2.26, management responsibility for the investment program is hereby delegated to the Treasurer, who shall establish written procedures for the operation of the investment program consistent with this SIP. Under the provision of CGC Section 53600.3, the Treasurer is a trustee and a fiduciary subject to the prudent investor standard.

c) The Treasurer may delegate all, or a portion of, their investment authority to a Deputy City Treasurer. Prior to the delegation of the investment authority to a Deputy City Treasurer, the City Treasurer shall notify the City Council and request confirmation of the delegation. Delegation of investment authority will not remove or abridge the Treasurer's investment responsibility.

d) The City Council may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives and in accordance with this SIP. Such external managers may provide advice and effectuate trades upon specific authorization for each transaction. Such managers must be registered under the Investment Advisors Act of 1940 and must have not fewer than five years' experience investing in the securities and obligations authorized by the CGC Section 53601, and with assets under management in excess of five hundred million dollars ($500,000,000). The Treasurer shall review Form ADV of any investment advisor prior to engagement by the City Council. This Section does not preclude the Treasurer from retaining portfolio consultants within existing authority.

2.3 INVESTMENT OVERSIGHT COMMITTEE

a) Resolution No. 11387, adopted by the City Council on April 12, 2022, established an Investment and Audit Committee (IAC). The terms and provisions of said Resolution,

or as it may be later amended, are incorporated into this SIP by reference as though fully set forth herein. The IAC consists of the Treasurer and four citizen members.

b) The IAC shall, at least annually and more often if directed by the City Council or agreed by a majority of the IAC, review the City Council's adopted SIP and report to the City Council its recommendations for any changes, additions or deletions to the SIP.

c) The IAC shall monitor the implementation of the City Council's adopted SIP and annually submit a compliance report to the City Council.

d) The IAC shall review reports to the City Council from Treasurer or other pertinent sources and prepare responses as required.

e) The IAC shall meet and report quarterly to the City Council summarizing the IOC meetings and the recommendations of the Investment Advisory Committee. Such report shall contain an unedited copy of the Investment Advisory Committee's recommendations.

2.4 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

a) Institutions eligible to transact investment business with the City shall include only the following:
   (1) Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers;
   (2) Nationally or state-chartered banks;
   (3) The Federal Reserve Bank;
   (4) Direct issuers of securities eligible for purchase by the City;
   (5) ~~Institutions licensed by the state as a broker-dealer~~ Institutions licensed by the state as a broker-dealer, as defined in Section 25004 of the Corporations Code, with proof of FINRA certification; and
   (6) Institutions that are members of a federally regulated securities exchange.

b) Selection of financial institutions and broker/dealers authorized to engage in transactions with the City shall be at the sole discretion of the City Treasurer. The Treasurer will maintain a list of financial institutions authorized to provide investment services to the City. These institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

c) The City Treasurer shall obtain information from qualified financial institutions to determine if the institution makes markets in securities appropriate for the City's needs, can assign qualified sales representatives and can provide written agreements to abide by the conditions set forth in the City of Orange SIP. Investment accounts with all financial institutions shall be standard non-discretionary accounts and may not be margin accounts.

d) All financial institutions which desire to become qualified bidders for investment transactions must supply the Treasurer with the following:
    (1) Audited financial statements for the institution's three most recent fiscal years;
    (2) At least three references from California local agencies whose portfolio size, investment objectives and risk preferences are similar to the City's;
    (3) A statement certifying that the institution has reviewed the CGC Sections 53600 *et seq.* and the City's SIP, and that all securities offered to the City shall comply fully and in every instance with all provisions of the Code and with this SIP; and,
    (4) Completed Broker/Dealer Questionnaire.

e) The Treasurer shall conduct an annual review of the financial condition of qualified institutions. In addition, a current financial statement is required to be on file for each qualified institution.

f) Public deposits shall be made only in qualified public depositories within the State of California as established by State law. Deposits shall be insured by the Federal Deposit Insurance Corporation (FDIC) or, to the extent the amount exceeds the insured maximum, shall be collateralized with securities in accordance with State law.

g) Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

2.5 COLLATERAL REQUIREMENTS

CGC Sections 53652 and 53667 require depositories to post certain types and levels of collateral for public funds on deposit above the FDIC insurance amounts. The collateral requirements apply to bank deposits, both active (checking and savings accounts) and inactive (non-negotiable time certificates of deposit).

2.6 SAFEKEEPING AND DELIVERY

a) To protect against fraud, embezzlement, or losses caused by collapse of individual securities dealers, all securities owned by the City shall be held in safekeeping by the City's custodial bank, a third party bank trust department, acting as agent for the City under the terms of a custody agreement, and shall be evidenced by safekeeping receipts.

b) All security transactions entered into by the City shall be conducted on a standard delivery-versus-payment (DVP) basis, which ensures that securities are deposited with the third party custodian prior to the release of funds. All securities purchased or acquired shall be delivered to the City by book entry, physical delivery or by third party custodial agreement as required by CGC Section 53601. Investments in the State Pool or money market mutual funds are undeliverable, and are not subject to delivery or third party safekeeping requirements.

c) On a daily basis, investment trades shall be verified against the bank transactions and broker confirmation tickets to ensure accuracy. On a monthly basis, the custodial asset statement is reconciled with the month end portfolio holdings. On an annual basis, the external auditor confirms investment holdings.

3.0 PERMITTED INVESTMENTS AND RISK MANAGEMENT

3.1 INVESTMENTS AUTHORIZED

The City, as empowered by CGC Sections 53601 *et seq.* and 16429.1, hereby authorizes the City Treasurer to select investments from among the following:

a) United States Treasury notes, bonds, bills or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest. (**Limits**: Maximum maturity at purchase 5 years; no other limits.)

b) Federal Agencies or United States Government-Sponsored Enterprise obligations, participations, ~~Obligations issued by banks for cooperatives, federal land banks, federal intermediate credit banks, the Federal Home Loan Bank, the Tennessee Valley Authority, the Federal National Mortgage Association~~, or other instruments of, or issued by, a federal agency or a United States government-sponsored enterprise. In every case, any issue purchased must be fully guaranteed as to principal and interest by the full faith and credit of the United States, or the issuing federal agency. (**Limits**: Maximum maturity at purchase 5 years,~~;~~ ~~maximum concentration 75% of portfolio at time of purchase with~~ no more than 30% of total portfolio in any single agency, the maximum percent of agency callable securities in the portfolio will be 20%, and excluding completely Government National Mortgage Association bonds; i.e., GNMAs.)

c) Shares of beneficial interest issued by diversified management companies that are Money Market Mutual Funds, registered with the Securities and Exchange Commission under the Investment Company Act of 1940 investing in the securities and obligations authorized by CGC Sections 53601(b) and (e) only (i.e., U.S. Government issues only). Such Funds must either carry the highest rating of at least two of the three largest national rating agencies, or such funds must have retained an investment adviser registered with the Securities and Exchange Commission with not less than five year's experience managing money market mutual funds with assets under management in excess of five hundred million dollars ($500,000,000). (**Limits**: maximum 90 days

Weighted Average Maturity; maximum concentration $15 million, or 20%, of portfolio, whichever is less.)

d) State of California Local Agency Investment Fund (LAIF) is permitted, with the knowledge that the fund may invest in some vehicles allowed by statute but not otherwise authorized by the City Council in this SIP. The Treasurer shall obtain from the State Treasurer, no less than quarterly, reports providing sufficient detail to adequately judge the risk inherent in the LAIF portfolio, and shall inform the City Council immediately of any risks noted that may warrant reconsideration of this investment vehicle. (**Limits:** $75 million per account as of 1/1/2020.)

e) Investment in new Government sponsored pools will be subject to due diligence. A thorough investigation of the pool is required prior to investing, and on a continual basis.

f) Funds held under the terms of a Trust Indenture or other contract or debt issuance agreement may be invested according to the provisions of those indentures or agreements.

g) Negotiable Certificates of Deposit (NCDs), issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that: The amount of the NCD insured up to the FDIC limit does not require any credit ratings; any amount above the FDIC limit must be issued by institutions which have short-term obligations rated "A-1" or its equivalent or better, long-term obligations with "A" or its equivalent or better by at least one NRSRO; no more than 30% of the total portfolio may be invested in NCDs; no more than 5% of the total portfolio may be invested in any single issuer; the maximum maturity does not exceed five (5) years. ~~Certificates of Deposit approved by the California AB 2011 are permitted. (**Limits:** The bill allows investment up to January 1, 2021; a maximum concentration 30% of total portfolio.)~~

~~g)~~h) Federally Insured Time Deposits (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that: The amount per institution is limited to the maximum covered under federal insurance; no more than 20% of the total portfolio will be invested in a combination of federally insured and collateralized time deposits; the maximum maturity does not exceed five (5) years.

~~h)~~i) Commercial Paper of prime quality in the highest credit category by a nationally recognized statistical ratings organization (NRSRO) issued by a domestic corporation having assets in excess of $500,000,000 and rated in the category of "A" or better by a NRSRO on its debt other than commercial paper as provided by a national rating agency. (**Limits:** Maximum maturity of 270 days or less; maximum concentration 25% of portfolio may be invested in Commercial Paper. Under a provision sunsetting on January 1, 2026, no more than 40% of the portfolio may be invested in Commercial

Paper if the Agency's investment assets under management are greater than $100,000,000; no more than 5% of the book value of the portfolio funds to a single issuer at time of purchase.)

~~i)~~j) Medium-term notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. (**Limits:** Maximum maturity at purchase 5 years; must be rated in the category of "A" or better by a NRSRO; maximum concentration 30% of portfolio and no more than 5% of the book value of the portfolio funds to a single issuer at time of purchase.)

~~j)~~k) Municipal bonds include obligations issued by the State of California and any local agency within the state of California, and registered bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by a state or local agency or by a department, board, agency, or authority of a state or local agency. (**Limits:** Maximum maturity at purchase 5 years; must be rated in the category of "A" or better by a NRSRO; maximum concentration 20% of portfolio and no more than 5% of the book value of the portfolio funds to a single issuer at time of purchase.)

l) ~~Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations limited to mortgage-backed pass-through securities issued by a US government agency or consumer receivable pass-through certificates or bonds. (**Limits:** Maximum maturity at purchase of 5 years ; the securities are rated in a rating category of "AA" or its equivalent or higher by a NRSRO, The aggregate investment in mortgage-backed and asset-backed securities described in this section shall not exceed 20% of the portfolio; no more than 5% held in any one issuer that is not a US government agency.)~~Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations from issuers not defined in sections (a) or (b) of the authorized investments section of this policy, provided that: The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO. No more than 20% of the total portfolio may be invested in these securities. No more than 5% of the total portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer. The

~~k)~~m) Supranational securities, senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank which are eligible for purchase in the United States. (**Limits:** Maximum remaining maturity of five years or less; Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or higher by a NRSRO ; maximum concentration of 30% of the portfolio with no more than 10% invested in any one issuer.)

3.2 PROHIBITED INVESTMENT VEHICLES AND PRACTICES

The City Treasurer is prohibited from the following:

a) Borrowing for investment purposes ("Leverage") is prohibited.

b) Buying or selling securities "on Margin" is prohibited.

c) Investing in any instrument, which is commonly known as a "derivative" instrument (options, futures, swaps, caps, floors, collars, ~~U.S. Treasury zero coupon bonds,~~ U.S. Treasury strips, interest only bonds, interest-only strips derived from mortgage pools), or any investment that may result in a zero interest accrual, even if held to maturity, is prohibited.

d) Under the provisions of CGC Sections 53601.6 and 53631.5, the City shall not invest any funds covered by this SIP in instruments known as Structured Notes (e.g. inverse floaters, leverage floaters, structured CD's, range notes, equity-linked securities). Any such investments are prohibited.

e) Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.

f) State law notwithstanding, any investments not specifically described herein under Subsections 3.1 a) through 3.1 c) are prohibited.

g) The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

3.3 MITIGATING RISK IN THE PORTFOLIO

a) **Credit Risk:**

(1) The City will diversify its investments in accordance with the limits set forth in Subsection 3.1 of this SIP to diminish the credit risk resulting from concentrations.

(2) The City, on occasion, may sell a security prior to its maturity (recording a gain or loss) in order to improve the risk structure, liquidity and yield of the portfolio in response to market conditions.

(3) If any security owned by the City is downgraded to a level below the requirements of this policy, making it ineligible for additional purchases, the following steps will be taken: Any actions taken related to the downgrade by the investment manager will be communicated to the Finance Director and City Treasurer in a timely manner. If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council.

~~it shall be the City's policy to review immediately the credit situation and make a determination as to whether to sell or retain such securities in the portfolio. If the highest credit rating of a security is downgraded one notch below the quality required in this investment policy, it will be considered acceptable to retain such downgraded security in the portfolio and its presence in the portfolio will be reported to the City Council and monitored continuously for further information. If the highest credit rating of a security is rated two grades below the required minimum rating, it will trigger an automatic sale of such downgraded security.~~

b) **Market Risk:** While the City recognizes that longer term portfolios achieve higher returns, longer term portfolios have higher volatility of total return. The City will limit market risk by limiting the concentrations, volume and duration of its longer term investments, as well as limiting them to funds which are not needed for current year cash flow purposes.

(1) Maturities selected shall provide for stability of income and liquidity, and shall not exceed 5 years from the date of purchase. Funds not required for purposes of meeting specific cash flow needs shall be invested in permitted securities so that securities will mature periodically across the maturity spectrum with a maximum of five years.

(2) The City may, on occasion, sell a security prior to its maturity (recording a gain or loss) in order to diminish the portfolio's exposure to market risk or reinvest into a better opportunity providing more potential earning to the City's portfolio.

4.0 REPORTING, REVIEW AND AUDITS

4.1 MONTHLY REPORTS

a) The Treasurer shall submit three monthly investment reports to the City Council, and they shall be submitted within 45 days following the end of the quarter. The monthly reports shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par and dollar amounts invested on all securities, the current market values of each component of the portfolio, the source of the portfolio valuation, investments and moneys held by the City, and shall additionally include a description of any of the City's funds, investments, or programs, that are under the management of contracted parties, including lending programs.

b) The report shall also include performance measures as recommended by the CFA Institute's *Global Investment Performance Standards* (GIPS). These shall include a presentation of Total Return using accrual accounting, and a Time-weighted Rate of Return using a monthly valuation and one of the GIPS approved methods of calculation. The report shall also include a presentation of Yield to Maturity.

c) The report shall also include the performance of the benchmark described in Subsection 1.3 c) of this SIP as a basis of comparison for the City's portfolio.

d) The report shall also include the following certifications:
   (1) All investment actions executed since the last report have been made in full compliance with the SIP.
   (2) The City will meet its expenditure obligations for the next six months is required by CGC Sections 53646(b)(2) and (3).

4.2 INTERNAL CONTROLS

The Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. Internal controls shall be in writing and shall address the following points: separation of transaction authority from accounting and record keeping, safekeeping of assets and written confirmation of telephone transactions for investments and wire transfers.

4.3 ANNUAL AUDIT

The Treasurer shall insure that the City's annual process of independent review by an external auditor will include an appropriate investment review to assure compliance with this policy and acceptable internal controls. The audit shall be presented to the City Council upon its completion.

4.4 SPECIAL AUDITS

The City Council may at any time order an audit of the investment portfolio and/or the Treasurer's investment practices.

5.0 INVESTMENT POLICY ADOPTION

The SIP shall be reviewed annually by the City Council for consistency with the City's overall investment objectives regarding preservation of principal, liquidity, return, relevance to current law as well as to current financial and economic trends. Any modifications necessary must be approved separately by the City Council. The SIP shall then be adopted in its entirety, as amended, within 120 days of the fiscal year end by resolution and vote of the City Council at a public meeting.

5.1 INVESTMENT POLICY CERTIFICATION

The 1999-2000 version of this investment policy was certified by the Municipal Treasurer's Association of the United States and Canada, in June 2000. Recommended changes have been incorporated. In the event of any significant changes in legislation that will require significant changes to the SIP, the City will resubmit the new policy for re-certification.

GLOSSARY

AGENCIES: Federal agency securities

ANNUAL COMPREHENSIVE FINANCIAL REPORT: The official annual report for the City of Orange. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

ASKED: The price at which securities are offered.

ASSET BACKED SECURITIES: Securities supported by pools of installment loans or leases or by pools of revolving lines of credit**.**

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BENCHMARK: A segment of the securities market with characteristics similar to the subject portfolio. It is used to compare portfolio performance to the performance of the appropriate segment of the market. (e.g. 1-Year T-Bill rate)

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public moneys.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO): Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COMMERCIAL PAPER: Short-term, negotiable unsecured promissory notes of corporations.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value; e.g., US Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals; e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A Federal agency that insures bank deposits, currently up to $250,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Federal funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan banks play a role analogous to that played by the Federal Reserve Banks vis-à-vis member commercial banks.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporations' purchases include a variety of adjustable mortgages and second loans. In addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of

the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, DC, 12 regional banks and about 5,700 commercial banks that are members of the system.

GLOBAL INVESTMENT PERFORMANCE STANDARDS: Created by the CFA Institute, a global association for investment management professionals, and are governed by the GIPS Executive Committee. Global Investment Performance Standards (GIPS) are a set of voluntary standards used by investment managers throughout the world to ensure the full disclosure and fair representation of their investment performance. The goal of the standards is to make it possible for investors to compare one firm's performance against that of another firm.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage banks, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FMHM mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

LEVERAGE: Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL AGENCY INVESTMENT FUND (LAIF): A pooled investment vehicle for local agencies in California sponsored by the State of California and administered by the State Treasurer.

MARGIN: The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET CYCLE: A market cycle is defined as a period of time which includes a minimum of two consecutive quarters of falling interest rates followed by a minimum of two consecutive quarters of rising interest rates.

MARKET VALUE: The price at which a security is traded and could presumably be purchased or sold.

MATURITY: The date upon which the principal or states value of an investment becomes due and payable. The investment's term or remaining maturity is measured from the settlement date to final maturity.

MEDIUM TERM NOTES: Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

MONEY MARKET MUTUAL FUND: A mutual fund that invests exclusively in short-term securities. Examples of investments in money market funds are certificates of deposit and U.S. Treasury securities. Money market funds attempt to keep their net asset values at $1 per share.

MORTGAGE PASS-THROUGH SECURITIES: A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security

MUNICIPAL SECURITIES: Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND: An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO):
A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

NEGOTIABLE CERTIFICATE OF DEPOSIT: A large denomination certificate of deposit which can be sold in the open market prior to maturity.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT INVESTOR STANDARD: Governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to CGC Sections 53600 *et seq.* are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of the CGC Sections 53600 *et seq.* and considering individual investments as part to an overall strategy, a trustee is authorized to acquire investments as authorized by law.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sale or compensating use or ad valorem taxes under the laws of this state, which has aggregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SECURITIES & EXCHANGE COMMISSION (SEC) RULE 15C3-1: An SEC rule setting capital requirements for brokers and dealers. Under Rule 15c3-1, a broker or dealer must have sufficient liquidity in order to cover the most pressing obligations. This is defined as having a certain amount of liquidity as a percentage of the broker/dealer's total obligations. If the percentage falls below a certain point, the broker or dealer may not be allowed to take on new clients and may have restrictions placed on dealings with current client.

SUPRANATIONAL: A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TIME CERTIFICATE OF DEPOSIT: A non-negotiable certificate of deposit which cannot be sold prior to maturity.

TOTAL RATE OF RETURN: Represents growth (or decline) in the value of a portfolio, including both capital appreciation and income, as a proportion of the starting market value.

TIME-WEIGHTED RATE OF RETURN: A modified measurement of Total rate of Return which eliminates the effect of the timing of funds flows to and/or from a security or portfolio.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BOND: Long-term U.S. Treasury securities having initial maturities of more than 10 years.

TREASURY NOTES: A non-interest bearing discount security issued by the US Treasury to finance the national debt. Most bills are issued to mature in one, two, three, five or ten years.

YIELD: The rate of annual income return on an investment, expressed as a percentage.

YIELD TO MATURITY is the calculated rate of return based upon the present value of the cash flow from each interest payment, plus the present value of the cash flow from the investment's redemption value at maturity vs. the purchase price.

Dated: February 24, 2025

CITY OF ORANGE
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2025-26

1.0 INVESTMENT POLICY OVERVIEW

1.1 POLICY

It is the policy of the City of Orange ("City") to invest public funds in a manner which will provide foremost for the safety of principal while meeting the short- and long-term cash flow demands of the City and conforming to all statutes governing the investment of City funds.

Annually, in accordance with California Government Code ("CGC") Section 53646, the Treasurer will render to the City Council a Statement of Investment Policy for consideration and approval at a public meeting. Any investment currently held at that time that does not meet the guidelines of this policy, as changed from time to time by the City Council, shall be exempt from the requirements of this policy. However, at the investment's maturity or liquidation, such funds shall be reinvested only as provided by this policy.

1.2 PURPOSE

This Statement of Investment Policy ("SIP"**)** is set forth by the City for the following purposes:

a) To establish a clear understanding for the City Council, Investment Committees, City management, responsible employees, citizens, and third parties, of the objectives, policies and guidelines for the investment of the City's idle and surplus funds.

b) To offer guidance to investment staff, brokers and any external investment advisors on the investment of City funds.

1.3 INVESTMENT OBJECTIVES

Within the overriding requirement of compliance with all federal, state and local laws governing the investment of moneys under the control of the Treasurer, and as specified in the CGC Section 53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objectives, in priority order, of the investment activities shall be:

a) **Safety**: Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

b) **Liquidity**: The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

c) **Return on Investments**: The investment portfolio shall be designed and managed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment objectives, authorized investments and the cash flow needs of the City. The Treasurer's monthly reports shall include benchmark reporting to define *"a market rate of return,"* which shall be one of the indices published in a financial journal of wide circulation that are most comparable to the Treasurer's portfolio. The benchmark shall be used solely as a reference tool. The Treasurer shall not add additional risk to the portfolio in order to attain or exceed the benchmark.

1.4 PRUDENCE

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent investor" standard (CGC Section 53600.3) and shall be applied in the context of managing an overall portfolio. The Treasurer and other investment employees, acting within the intent and scope of the SIP and other written procedures, and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in the immediately following Treasurer's Report and appropriate action is taken to control adverse developments. When a deviation poses a significant risk to the City's financial position, the City Council shall be notified immediately.

1.5 ETHICS

Elected officials, City officers and employees and any other individuals involved in the investment operations are prohibited from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions, or which could give the appearance thereof. Furthermore, these same individuals are prohibited from undertaking personal investment transactions with any individual with whom business is conducted on behalf of the City.

2.0 OPERATIONS AND PROCEDURES

2.1 SCOPE

a) This SIP applies to all financial assets of the City. These funds are accounted for in the Annual Comprehensive Financial Report and include: General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Enterprise Funds, and Internal Service Funds.

b) This SIP specifically exempts and does not apply to the following financial assets and investment activities of the City:
    (1) CalPERS, OPEB trusts, and the investment of employees' deferred compensation funds invested pursuant to Government Code Section 53609
    (2) Proceeds of City or other debt issues in possession of a trustee or fiscal agent are not considered to be part of the financial assets covered by this policy. These bond proceeds shall be invested in accordance with the requirements and restrictions outlined in the bond documents.

2.2 DELEGATION OF AUTHORITY

a) The City Council's authority to manage the investment program is derived from CGC Sections 53600 *et seq.*

b) In accordance with the City of Orange Municipal Code Chapter 2.26, management responsibility for the investment program is hereby delegated to the Treasurer, who shall establish written procedures for the operation of the investment program consistent with this SIP. Under the provision of CGC Section 53600.3, the Treasurer is a trustee and a fiduciary subject to the prudent investor standard.

c) The Treasurer may delegate all, or a portion of, their investment authority to a Deputy City Treasurer. Prior to the delegation of the investment authority to a Deputy City Treasurer, the City Treasurer shall notify the City Council and request confirmation of the delegation. Delegation of investment authority will not remove or abridge the Treasurer's investment responsibility.

d) The City Council may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives and in accordance with this SIP. Such external managers may provide advice and effectuate trades upon specific authorization for each transaction. Such managers must be registered under the Investment Advisors Act of 1940 and must have not fewer than five years' experience investing in the securities and obligations authorized by the CGC Section 53601, and with assets under management in excess of five hundred million dollars ($500,000,000). The Treasurer shall review Form ADV of any investment advisor prior to engagement by the City Council. This Section does not preclude the Treasurer from retaining portfolio consultants within existing authority.

2.3 INVESTMENT OVERSIGHT COMMITTEE

a) Resolution No. 11387, adopted by the City Council on April 12, 2022, established an Investment and Audit Committee (IAC). The terms and provisions of said Resolution, or as it may be later amended, are incorporated into this SIP by reference as though fully set forth herein. The IAC consists of the Treasurer and four citizen members.

b) The IAC shall, at least annually and more often if directed by the City Council or agreed by a majority of the IAC, review the City Council's adopted SIP and report to the City Council its recommendations for any changes, additions or deletions to the SIP.

c) The IAC shall monitor the implementation of the City Council's adopted SIP and annually submit a compliance report to the City Council.

d) The IAC shall review reports to the City Council from Treasurer or other pertinent sources and prepare responses as required.

e) The IAC shall meet and report quarterly to the City Council summarizing the IOC meetings and the recommendations of the Investment Advisory Committee. Such report shall contain an unedited copy of the Investment Advisory Committee's recommendations.

2.4 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

a) Institutions eligible to transact investment business with the City shall include only the following:
   (1) Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers;
   (2) Nationally or state-chartered banks;
   (3) The Federal Reserve Bank;
   (4) Direct issuers of securities eligible for purchase by the City;
   (5) Institutions licensed by the state as a broker-dealer, as defined in Section 25004 of the Corporations Code, with proof of FINRA certification; and
   (6) Institutions that are members of a federally regulated securities exchange.

b) Selection of financial institutions and broker/dealers authorized to engage in transactions with the City shall be at the sole discretion of the City Treasurer. The Treasurer will maintain a list of financial institutions authorized to provide investment services to the City. These institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

c) The City Treasurer shall obtain information from qualified financial institutions to determine if the institution makes markets in securities appropriate for the City's needs, can assign qualified sales representatives and can provide written agreements to abide by the conditions set forth in the City of Orange SIP. Investment accounts with all financial institutions shall be standard non-discretionary accounts and may not be margin accounts.

d) All financial institutions which desire to become qualified bidders for investment transactions must supply the Treasurer with the following:

(1) Audited financial statements for the institution's three most recent fiscal years;
(2) At least three references from California local agencies whose portfolio size, investment objectives and risk preferences are similar to the City's;
(3) A statement certifying that the institution has reviewed the CGC Sections 53600 *et seq.* and the City's SIP, and that all securities offered to the City shall comply fully and in every instance with all provisions of the Code and with this SIP; and,
(4) Completed Broker/Dealer Questionnaire.

e) The Treasurer shall conduct an annual review of the financial condition of qualified institutions. In addition, a current financial statement is required to be on file for each qualified institution.

f) Public deposits shall be made only in qualified public depositories within the State of California as established by State law. Deposits shall be insured by the Federal Deposit Insurance Corporation (FDIC) or, to the extent the amount exceeds the insured maximum, shall be collateralized with securities in accordance with State law.

g) Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

2.5 COLLATERAL REQUIREMENTS

CGC Sections 53652 and 53667 require depositories to post certain types and levels of collateral for public funds on deposit above the FDIC insurance amounts. The collateral requirements apply to bank deposits, both active (checking and savings accounts) and inactive (non-negotiable time certificates of deposit).

2.6 SAFEKEEPING AND DELIVERY

a) To protect against fraud, embezzlement, or losses caused by collapse of individual securities dealers, all securities owned by the City shall be held in safekeeping by the City's custodial bank, a third party bank trust department, acting as agent for the City under the terms of a custody agreement, and shall be evidenced by safekeeping receipts.

b) All security transactions entered into by the City shall be conducted on a standard delivery-versus-payment (DVP) basis, which ensures that securities are deposited with the third party custodian prior to the release of funds. All securities purchased or acquired shall be delivered to the City by book entry, physical delivery or by third party

custodial agreement as required by CGC Section 53601. Investments in the State Pool or money market mutual funds are undeliverable, and are not subject to delivery or third party safekeeping requirements.

c) On a daily basis, investment trades shall be verified against the bank transactions and broker confirmation tickets to ensure accuracy. On a monthly basis, the custodial asset statement is reconciled with the month end portfolio holdings. On an annual basis, the external auditor confirms investment holdings.

3.0 PERMITTED INVESTMENTS AND RISK MANAGEMENT

3.1 INVESTMENTS AUTHORIZED

The City, as empowered by CGC Sections 53601 *et seq.* and 16429.1, hereby authorizes the City Treasurer to select investments from among the following:

a) United States Treasury notes, bonds, bills or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest. (**Limits**: Maximum maturity at purchase 5 years; no other limits.)

b) Federal Agencies or United States Government-Sponsored Enterprise obligations, participations, , or other instruments of, or issued by, a federal agency or a United States government-sponsored enterprise. In every case, any issue purchased must be fully guaranteed as to principal and interest by the full faith and credit of the United States, or the issuing federal agency. (**Limits**: Maximum maturity at purchase 5 years, no more than 30% of total portfolio in any single agency, the maximum percent of agency callable securities in the portfolio will be 20%, and excluding completely Government National Mortgage Association bonds; i.e., GNMAs.)

c) Shares of beneficial interest issued by diversified management companies that are Money Market Mutual Funds, registered with the Securities and Exchange Commission under the Investment Company Act of 1940 investing in the securities and obligations authorized by CGC Sections 53601(b) and (e) only (i.e., U.S. Government issues only). Such Funds must either carry the highest rating of at least two of the three largest national rating agencies, or such funds must have retained an investment adviser registered with the Securities and Exchange Commission with not less than five year's experience managing money market mutual funds with assets under management in excess of five hundred million dollars ($500,000,000). (**Limits**: maximum 90 days Weighted Average Maturity; maximum concentration $15 million, or 20%, of portfolio, whichever is less.)

d) State of California Local Agency Investment Fund (LAIF) is permitted, with the knowledge that the fund may invest in some vehicles allowed by statute but not otherwise authorized by the City Council in this SIP. The Treasurer shall obtain from the State Treasurer, no less than quarterly, reports providing sufficient detail to adequately judge the risk inherent in the LAIF portfolio, and shall inform the City

Council immediately of any risks noted that may warrant reconsideration of this investment vehicle. (**Limits:** $75 million per account as of 1/1/2020.)

e) Investment in new Government sponsored pools will be subject to due diligence. A thorough investigation of the pool is required prior to investing, and on a continual basis.

f) Funds held under the terms of a Trust Indenture or other contract or debt issuance agreement may be invested according to the provisions of those indentures or agreements.

g) Negotiable Certificates of Deposit (NCDs), issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that: The amount of the NCD insured up to the FDIC limit does not require any credit ratings; any amount above the FDIC limit must be issued by institutions which have short-term obligations rated "A-1" or its equivalent or better, long-term obligations with "A" or its equivalent or better by at least one NRSRO; no more than 30% of the total portfolio may be invested in NCDs; no more than 5% of the total portfolio may be invested in any single issuer; the maximum maturity does not exceed five (5) years.

h) Federally Insured Time Deposits (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that: The amount per institution is limited to the maximum covered under federal insurance; no more than 20% of the total portfolio will be invested in a combination of federally insured and collateralized time deposits; the maximum maturity does not exceed five (5) years.

i) Commercial Paper of prime quality in the highest credit category by a nationally recognized statistical ratings organization (NRSRO) issued by a domestic corporation having assets in excess of $500,000,000 and rated in the category of "A" or better by a NRSRO on its debt other than commercial paper as provided by a national rating agency. (**Limits:** Maximum maturity of 270 days or less; maximum concentration 25% of portfolio may be invested in Commercial Paper. Under a provision sunsetting on January 1, 2026, no more than 40% of the portfolio may be invested in Commercial Paper if the Agency's investment assets under management are greater than $100,000,000; no more than 5% of the book value of the portfolio funds to a single issuer at time of purchase.)

j) Medium-term notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. (**Limits:** Maximum maturity at purchase 5 years; must be rated in the category of "A" or better by a NRSRO; maximum concentration 30% of portfolio and no more than 5% of the book value of the portfolio funds to a single issuer at time of purchase.)

k) Municipal bonds include obligations issued by the State of California and any local agency within the state of California, and registered bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by a state or local agency or by a department, board, agency, or authority of a state or local agency. (**Limits:** Maximum maturity at purchase 5 years; must be rated in the category of "A" or better by a NRSRO; maximum concentration 20% of portfolio and no more than 5% of the book value of the portfolio funds to a single issuer at time of purchase.)

l) Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations from issuers not defined in sections (a) or (b) of the authorized investments section of this policy, provided that: The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO. No more than 20% of the total portfolio may be invested in these securities. No more than 5% of the total portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer. The

m) Supranational securities, senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank which are eligible for purchase in the United States. (**Limits:** Maximum remaining maturity of five years or less; Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or higher by a NRSRO ; maximum concentration of 30% of the portfolio with no more than 10% invested in any one issuer.)

3.2 PROHIBITED INVESTMENT VEHICLES AND PRACTICES

The City Treasurer is prohibited from the following:

a) Borrowing for investment purposes ("Leverage") is prohibited.

b) Buying or selling securities "on Margin" is prohibited.

c) Investing in any instrument, which is commonly known as a "derivative" instrument (options, futures, swaps, caps, floors, collars, U.S. Treasury strips, interest only bonds, interest-only strips derived from mortgage pools), or any investment that may result in a zero interest accrual, even if held to maturity, is prohibited.

d) Under the provisions of CGC Sections 53601.6 and 53631.5, the City shall not invest any funds covered by this SIP in instruments known as Structured Notes (e.g. inverse floaters, leverage floaters, structured CD's, range notes, equity-linked securities). Any such investments are prohibited.

e) Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.

f) State law notwithstanding, any investments not specifically described herein under Subsections 3.1 a) through 3.1 c) are prohibited.

g) The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

3.3 MITIGATING RISK IN THE PORTFOLIO

a) **Credit Risk:**
   (1) The City will diversify its investments in accordance with the limits set forth in Subsection 3.1 of this SIP to diminish the credit risk resulting from concentrations.
   (2) The City, on occasion, may sell a security prior to its maturity (recording a gain or loss) in order to improve the risk structure, liquidity and yield of the portfolio in response to market conditions.
   (3) If any security owned by the City is downgraded to a level below the requirements of this policy, making it ineligible for additional purchases, the following steps will be taken: Any actions taken related to the downgrade by the investment manager will be communicated to the Finance Director and City Treasurer in a timely manner. If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council.

b) **Market Risk:** While the City recognizes that longer term portfolios achieve higher returns, longer term portfolios have higher volatility of total return. The City will limit market risk by limiting the concentrations, volume and duration of its longer term investments, as well as limiting them to funds which are not needed for current year cash flow purposes.
   (1) Maturities selected shall provide for stability of income and liquidity, and shall not exceed 5 years from the date of purchase. Funds not required for purposes of meeting specific cash flow needs shall be invested in permitted securities so that securities will mature periodically across the maturity spectrum with a maximum of five years.
   (2) The City may, on occasion, sell a security prior to its maturity (recording a gain or loss) in order to diminish the portfolio's exposure to market risk or reinvest into a better opportunity providing more potential earning to the City's portfolio.

4.0 REPORTING, REVIEW AND AUDITS

4.1 MONTHLY REPORTS

a) The Treasurer shall submit three monthly investment reports to the City Council, and they shall be submitted within 45 days following the end of the quarter. The monthly reports shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par and dollar amounts invested on all securities, the current market values of each component of the portfolio, the source of the portfolio valuation, investments and moneys held by the City, and shall additionally include a description of any of the City's funds, investments, or programs, that are under the management of contracted parties, including lending programs.

b) The report shall also include performance measures as recommended by the CFA Institute's *Global Investment Performance Standards* (GIPS). These shall include a presentation of Total Return using accrual accounting, and a Time-weighted Rate of Return using a monthly valuation and one of the GIPS approved methods of calculation. The report shall also include a presentation of Yield to Maturity.

c) The report shall also include the performance of the benchmark described in Subsection 1.3 c) of this SIP as a basis of comparison for the City's portfolio.

d) The report shall also include the following certifications:
   (1) All investment actions executed since the last report have been made in full compliance with the SIP.
   (2) The City will meet its expenditure obligations for the next six months is required by CGC Sections 53646(b)(2) and (3).

4.2 INTERNAL CONTROLS

The Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. Internal controls shall be in writing and shall address the following points: separation of transaction authority from accounting and record keeping, safekeeping of assets and written confirmation of telephone transactions for investments and wire transfers.

4.3 ANNUAL AUDIT

The Treasurer shall insure that the City's annual process of independent review by an external auditor will include an appropriate investment review to assure compliance with this policy and acceptable internal controls. The audit shall be presented to the City Council upon its completion.

4.4 SPECIAL AUDITS

The City Council may at any time order an audit of the investment portfolio and/or the Treasurer's investment practices.

5.0 INVESTMENT POLICY ADOPTION

The SIP shall be reviewed annually by the City Council for consistency with the City's overall investment objectives regarding preservation of principal, liquidity, return, relevance to current law as well as to current financial and economic trends. Any modifications necessary must be approved separately by the City Council. The SIP shall then be adopted in its entirety, as amended, within 120 days of the fiscal year end by resolution and vote of the City Council at a public meeting.

5.1 INVESTMENT POLICY CERTIFICATION

The 1999-2000 version of this investment policy was certified by the Municipal Treasurer's Association of the United States and Canada, in June 2000. Recommended changes have been incorporated. In the event of any significant changes in legislation that will require significant changes to the SIP, the City will resubmit the new policy for re-certification.

GLOSSARY

AGENCIES: Federal agency securities

ANNUAL COMPREHENSIVE FINANCIAL REPORT: The official annual report for the City of Orange. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

ASKED: The price at which securities are offered.

ASSET BACKED SECURITIES: Securities supported by pools of installment loans or leases or by pools of revolving lines of credit**.**

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BENCHMARK: A segment of the securities market with characteristics similar to the subject portfolio. It is used to compare portfolio performance to the performance of the appropriate segment of the market. (e.g. 1-Year T-Bill rate)

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public moneys.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO): Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COMMERCIAL PAPER: Short-term, negotiable unsecured promissory notes of corporations.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value; e.g., US Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals; e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A Federal agency that insures bank deposits, currently up to $250,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Federal funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan banks play a role analogous to that played by the Federal Reserve Banks vis-à-vis member commercial banks.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporations' purchases include a variety of adjustable mortgages and second loans. In addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of

the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, DC, 12 regional banks and about 5,700 commercial banks that are members of the system.

GLOBAL INVESTMENT PERFORMANCE STANDARDS: Created by the CFA Institute, a global association for investment management professionals, and are governed by the GIPS Executive Committee. Global Investment Performance Standards (GIPS) are a set of voluntary standards used by investment managers throughout the world to ensure the full disclosure and fair representation of their investment performance. The goal of the standards is to make it possible for investors to compare one firm's performance against that of another firm.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage banks, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FMHM mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

LEVERAGE: Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL AGENCY INVESTMENT FUND (LAIF): A pooled investment vehicle for local agencies in California sponsored by the State of California and administered by the State Treasurer.

MARGIN: The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET CYCLE: A market cycle is defined as a period of time which includes a minimum of two consecutive quarters of falling interest rates followed by a minimum of two consecutive quarters of rising interest rates.

MARKET VALUE: The price at which a security is traded and could presumably be purchased or sold.

MATURITY: The date upon which the principal or states value of an investment becomes due and payable. The investment's term or remaining maturity is measured from the settlement date to final maturity.

MEDIUM TERM NOTES: Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

MONEY MARKET MUTUAL FUND: A mutual fund that invests exclusively in short-term securities. Examples of investments in money market funds are certificates of deposit and U.S. Treasury securities. Money market funds attempt to keep their net asset values at $1 per share.

MORTGAGE PASS-THROUGH SECURITIES: A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security

MUNICIPAL SECURITIES: Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND: An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO):
A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

NEGOTIABLE CERTIFICATE OF DEPOSIT: A large denomination certificate of deposit which can be sold in the open market prior to maturity.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT INVESTOR STANDARD: Governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to CGC Sections 53600 *et seq.* are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of the CGC Sections 53600 *et seq.* and considering individual investments as part to an overall strategy, a trustee is authorized to acquire investments as authorized by law.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sale or compensating use or ad valorem taxes under the laws of this state, which has aggregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SECURITIES & EXCHANGE COMMISSION (SEC) RULE 15C3-1: An SEC rule setting capital requirements for brokers and dealers. Under Rule 15c3-1, a broker or dealer must have sufficient liquidity in order to cover the most pressing obligations. This is defined as having a certain amount of liquidity as a percentage of the broker/dealer's total obligations. If the percentage falls below a certain point, the broker or dealer may not be allowed to take on new clients and may have restrictions placed on dealings with current client.

SUPRANATIONAL: A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TIME CERTIFICATE OF DEPOSIT: A non-negotiable certificate of deposit which cannot be sold prior to maturity.

TOTAL RATE OF RETURN: Represents growth (or decline) in the value of a portfolio, including both capital appreciation and income, as a proportion of the starting market value.

TIME-WEIGHTED RATE OF RETURN: A modified measurement of Total rate of Return which eliminates the effect of the timing of funds flows to and/or from a security or portfolio.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BOND: Long-term U.S. Treasury securities having initial maturities of more than 10 years.

TREASURY NOTES: A non-interest bearing discount security issued by the US Treasury to finance the national debt. Most bills are issued to mature in one, two, three, five or ten years.

YIELD: The rate of annual income return on an investment, expressed as a percentage.

YIELD TO MATURITY is the calculated rate of return based upon the present value of the cash flow from each interest payment, plus the present value of the cash flow from the investment's redemption value at maturity vs. the purchase price.

Agenda Item

City Council

Item #: 3.15. 8/12/2025 **File #:** 25-0415

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Monica Espinoza, Human Resources Director**

1. SUBJECT

Side Letter Agreement between the City of Orange and the Orange City Firefighters, Inc. Local 2384 of the International Association of Fire Fighters, AFL-CIO. Resolution No. 11627.

2. SUMMARY

Resolution No. 11627. A Side Letter Agreement between the City of Orange and the Orange City Firefighters, Inc. Local 2384 of the International Association of Fire Fighters, AFL-CIO to update administrative language from Crime Scene Investigator premium to Fire Investigator premium.

3. RECOMMENDED ACTION

1. Adopt Resolution No. 11627. A Resolution of the City Council of the City of Orange establishing a side letter agreement between the City of Orange and the Orange City Firefighters, Inc. Local 2384 of the International Association of Fire Fighters, AFL-CIO, effective July 1, 2020, through and including June 30, 2026.

2. Authorize staff to implement terms and incorporate the Side Letter Agreement into a future Memorandum of Understanding.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

6. DISCUSSION AND BACKGROUND

The City recently became aware that the California Public Employees' Retirement System (CalPERS) reviewed the Memorandum of Understanding (MOU) for the Orange City Firefighters, Inc. Local 2384 of the International Association of Fire Fighters, AFL-CIO as part of a compensation review for an employee who filed for retirement.

As part of this analysis, CalPERS determined that compensation for employees routinely and consistently assigned to investigate causes of destructive burning had been reported as Crime Scene Investigator premium based on the current MOU rather than Fire Investigator premium, pursuant to California Code of Regulations (CCR) 571(a)(4) and 571.1(a)(3).

In order to rectify this matter, a Side Letter Agreement (SLA) is required. CalPERS recommends

applying a five-year look-back period as a precaution. This premium only applies to a single classification of Fire Inspector/Investigator. Finally, both the SLA and MOU shall remain operative.

7. ATTACHMENT

- Resolution No. 11627

Agenda Item

City Council

Item #: 3.15. 8/12/2025 **File #:** 25-0415

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

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None.

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In order to rectify this matter, a Side Letter Agreement (SLA) is required. CalPERS recommends

applying a five-year look-back period as a precaution. This premium only applies to a single classification of Fire Inspector/Investigator. Finally, both the SLA and MOU shall remain operative.

7. ATTACHMENT

- Resolution No. 11627

RESOLUTION NO. 11627

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE ESTABLISHING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF ORANGE AND THE ORANGE CITY FIREFIGHTERS, INC. LOCAL 2384 OF THE INTERNATIONAL UNION OF FIRE FIGHTERS AFL-CIO, EFFECTIVE JULY 1, 2020 THROUGH AND INCLUDING JUNE 30, 2026

WHEREAS, the City of Orange, hereinafter "City", and the Orange City Firefighters, Inc. Local 2384 of the International Union of Fire Fighters AFL-CIO, hereinafter "Union", are covered by the terms of a Memorandum of Understanding (MOU), adopted via Resolution No. 11521; and

WHEREAS, the City recently became aware that the California Public Employees' Retirement System (CalPERS) reviewed the Memorandum of Understanding (MOU) for the Orange City Firefighters, Inc. Local 2384 of the International Association of Fire Fighters, AFL-CIO as part of a compensation review for an employee who filed for retirement; and

WHEREAS, as part of this analysis, CalPERS determined that compensation for employees routinely and consistently assigned to investigate causes of destructive burning had been reported as Crime Scene Investigator premium based on the current MOU rather than Fire Investigator premium, pursuant to California Code of Regulations (CCR) 571(a)(4) and 571.1(a)(3); and

WHEREAS, in order to rectify this matter, a Side Letter Agreement is required with CalPERS recommends applying a five (5) year look-back period as a precaution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange that the attached Side Letter Agreement is approved and incorporated by reference as Exhibit A.

ADOPTED this ____ day of _____, 2025

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Wayne W. Winthers
Interim City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____ 2025 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

Attachment: Exhibit A

EXHIBIT A

**A SIDE LETTER AGREEMENT
BETWEEN THE CITY OF ORANGE AND
THE ORANGE CITY FIREFIGHTERS, INC. LOCAL 2384 OF THE
INTERNATIONAL UNION OF FIRE FIGHTERS AFL-CIO
EFFECTIVE JULY 1, 2020 THROUGH AND INCLUDING JUNE 30, 2026**

This Side Letter Agreement is entered into by and between the City of Orange and the Orange City Firefighters, Inc. Local 2384 of the International Union of Fire Fighters AFL-CIO.

Recitals

A. The City of Orange, hereinafter "City", and the Orange City Firefighters, Inc. Local 2384 of the International Union of Fire Fighters AFL-CIO, hereinafter "Union", hereby enter into this Side Letter Agreement with an effective date of July 1, 2020.

B. All references to the "MOU" in this Side Letter Agreement shall be to that Memorandum of Understanding by and between the City and the Union adopted by City Council Resolution No. 11521, or as amended. Except as to those provisions which expressly addressed by this Side Letter Agreement, the terms and conditions of the MOU remain operative.

Agreement

1. The Salaries provision (MOU Article III, Section 14) is hereby modified in its entirety as follows:

   SECTION 14. FIRE INVESTIGATOR PREMIUM. The Fire Inspector/Investigator assigned to perform duties as Fire Investigator shall receive two hundred fifty dollars ($250.00) per month during the period of such assignment. The Fire Inspector/Investigator is assigned based on operation need by the Fire Chief or duly authorized designee. This form of pay, also referred to as "Fire Investigator Premium", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for PEPRA Members pursuant to CalPERS Regulations, Section 571.1(a)(3). However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

CITY OF ORANGE

Dated: _____

By: _____
Monica Espinoza, Human Resources Director

ORANGE CITY FIREFIGHTERS INC., LOCAL 2384 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

Dated: _____

By: _____
Miguel Gonzalez, President

APPROVED AS TO FORM:

_____

Wayne W. Winthers
Interim City Attorney

Agenda Item

City Council

Item #: 3.16. 8/12/2025 **File #:** 25-0464

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Trang Nguyen, Finance Director**

1. SUBJECT
Adoption of Financial Management Policies. Resolution No. 11628.

2. SUMMARY
Approving and adopting Financial Management Policies provides a framework for the annual budget and planning process.

3. RECOMMENDED ACTION
Adopt Resolution No. 11628. A Resolution of the City Council of the City of Orange approving and adopting Financial Management Policies.

4. FISCAL IMPACT
None.

5. STRATEGIC PLAN GOALS
Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability
Objective 2.9: Create a fiscal sustainability plan

6. DISCUSSION AND BACKGROUND
On November 26, 2024, the City Council adopted a Strategic Plan, outlining the Council's goals and objectives for the next five years, which included a goal to create a fiscal sustainability plan. Staff presented the draft Financial Management Policies (FMPs) (Attachment B) at a regular City Council meeting on March 11, 2025, followed by the Audit Advisory Committee on April 3, and the Investment Advisory Committee on July 23. Comments from all meetings were noted and incorporated in the final FMPs (Attachment C).

Along with some general language edits, some notable revisions were included and are as follows:

- Clarifying the use of Consumer Price Index for All Urban Consumers (CPI-U) to the prior calendar year average instead of the last 10 years' average;
- Identifying the priority of allocating the General Fund operating surpluses;
- Clarifying how the General Fund catastrophic reserve will be calculated at budget adoption

and trued-up at the end of the fiscal year;

- Adding specific details to the budget status report to include estimated fund balance and significant variances between budget and actual; and
- Emphasizing the annual review process of the phase-in approach to meet the new reserve thresholds.

Once adopted, these policies will provide a framework for the budget and planning process year-to-year, as well as provide clear guidelines for meeting the City's fund balance reserves ensuring the City's fiscal sustainability into the future. Moving forward, the FMPS will be reviewed annually during the budget adoption and brought forward should any revisions by necessary.

7. ATTACHMENTS

- Attachment A - Resolution No. 11628
- Attachment B - Draft Financial Management Policies
- Attachment C - Revised Financial Management Policies (redline)
- Attachment D - Revised Financial Management Policies (clean)

Agenda Item

City Council

Item #: 3.16. 8/12/2025 **File #:** 25-0464

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THRU: **Jarad Hildenbrand, City Manager**

FROM: **Trang Nguyen, Finance Director**

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2. SUMMARY
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3. RECOMMENDED ACTION
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- Attachment A - Resolution No. 11628
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- Attachment C - Revised Financial Management Policies (redline)
- Attachment D - Revised Financial Management Policies (clean)

RESOLUTION NO. 11628

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE APPROVING AND ADOPTING FINANCIAL MANAGEMENT POLICIES

WHEREAS, the City Council of the City of Orange ("City") adopted a Strategic Plan in November 2024 which included a goal to create a fiscal sustainability plan; and

WHEREAS, to ensure transparency, consistency, and sustainability of the City's finances now and in the future, staff compiled a draft Financial Management Policies document; and

WHEREAS, these policies provide the public with a comprehensive document that serves as a roadmap for the annual process and guidelines for meeting fund balance reserves to ensure financial sustainability; and

WHEREAS, these policies include guardrails to ensure the financial decision being proposed will support and maintain fiscal responsibility, accountability and sustainability; and

WHEREAS, these policies provide the public with a comprehensive document that serves as a roadmap for the annual process and guidelines for meeting fund balance reserves; and

WHEREAS, these policies provide important definitions, principles and changes that include; structurally balanced budget goal, definition of reserves, changes to the reserve policy, and separation of the reserve policy from the pension policy; and

WHEREAS, these policies will be reviewed annually during budget adoption; and

WHEREAS, staff presented a draft of these policies at a regular City Council meeting on March 11, 2025, followed by the Audit Advisory Committee meeting on April 3, 2025; and

WHEREAS, comments from all meetings were noted and incorporated in the final Financial Management Policies.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange that the Financial Management Policies in the form attached as Exhibit A, is the final Financial Management Policies for FY 2025-2026.

ADOPTED this 12th day of August 2025.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Wayne W. Winthers
Interim City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the _____ day of _____ 2025, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange

Attachment: Exhibit A – City of Orange Financial Management Policies

EXHIBIT "A"

CITY OF ORANGE FINANCIAL MANAGEMENT POLICIES

[Behind this sheet.]

CITY OF ORANGE
FINANCIAL MANAGEMENT POLICIES

I. Purpose and Objectives

The City's Financial Management Policies (FMPs) purpose and objective is to ensure its long-term fiscal stability and establish controls for sound decision making, for the present and future.

This set of policies is intended to provide a framework to manage the City's finances in a manner that will support a high level of public safety; maintain the quality of life; and provide excellent service for our residents and business community while maintaining a balanced budget with a healthy reserve to meet known and unknown future obligations.

These FMPs are essential to the fiscal health and contingency plans of the City. They will be reviewed annually during the budget process and, if necessary, recommended changes will be presented to the City Council for consideration at budget adoption.

II. Fiscal Sustainability

The City is committed to fiscal sustainability through its management of expenditures and stewardship of revenue growth through economic development and exploration of other revenue enhancing opportunities.

The City is also committed to maintaining a long-term view of financial planning that anticipates and proactively mitigates risks to preserve public safety, maintain the quality of life of the community, and provide excellence services to residents and businesses, as identified and prioritized through community input.

Fiscal sustainability will be accomplished by these guiding principles:

a. **Informed decision-making**. City staff will identify and evaluate immediate and long-term economic, social, and environmental impacts of challenges, and present them to the City Council for discussion and consideration.
b. **Transparency.** The City will conduct all business with transparency, pursuant to applicable laws and regulations. The City will continue to improve transparency and make financial information available in an understandable format for the community.
c. **Managing long-term liabilities**. The City will continue to monitor long-term financial liabilities, including unfunded pension obligations, and commits to taking actions to manage these obligations and ensure transparency to the public.

d. **Shared responsibility**. The City recognizes a shared responsibility between the employee and employer. The City is committed to appropriately fund employee compensation to attract and retain employees while maintaining a long-term sustainable and balanced budget.
e. **Seeking efficiency and effectiveness**. Staff is committed to continuously exploring ways to operate more efficiently while providing a quality service.

III. Definition

a. *Fiscal year* – each fiscal year begins on the first day of July and ends on the 30th day of June.
b. *Recurring revenues* – revenues that are reasonably expected to continue from year-to-year, with high degree of predictability.
c. *One-time revenues* – revenues that are one-time in nature or unpredictable.
d. *Recurring expenditures* – expenditures that are reasonably expected to be funded every year to maintain the current level of City services.
e. *One-time expenditures* – expenditures that are unpredictable and are not critical to maintain the current level of services.
f. *Surplus* - when actual revenue exceed actual expenditure, including transfers.
g. *Catastrophic reserve* – a required, non-discretionary, reserve that the City must maintain as a requirement for the Pension Obligation Bond (POB).
h. *Restricted reserve* – a portion of the fund balance that is set aside for emergencies, economic uncertainty, and fiscal distress.
i. *Operating surplus* – the excess of total revenues minus the total expenditures within a fiscal year.
j. *Unrestricted/excess reserve* – a portion of the fund balance that is above the catastrophic and restricted reserve.

IV. Policies

<u>City-wide Budget Policy</u>

a. The City Council will adopt an annual budget for all funds, including the Redevelopment Successor Agency, before the start of the fiscal year, July 1st.
b. At a minimum, the budget adoption package shall include the following:
    i. A schedule of changes in fund balance for all funds.
    ii. Statement of revenues for all funds.
    iii. Statement of expenditures for all funds.
    iv. Five-year Capital Improvement Plan.
c. A copy of the budget shall be certified by the City Clerk as adopted by the City Council and filed as a public record in the office of the City Clerk.

d. The Council will annually adopt a resolution establishing the City's appropriations limit (Gann Limit), calculated in accordance with Article XIII-B of the Constitution of the State of California.
e. A Financial Model shall be reviewed, analyzed, updated, and presented at a City Council meeting as part of the annual City budget process.

General Fund Budget Policy

a. The City will adopt a structurally balanced budget before the start of the fiscal year, July 1st.
    i. Recurring revenues supporting recurring expenditures.
    ii. One-time revenue cannot be used for ongoing expenditure, i.e. salaries and benefits.
b. The City will commit to limiting recurring non-personnel expenditure growth to the average of the reported Consumer Price Index for All Urban Consumers (CPI-U) rates for the Los Angeles-Long Beach-Anaheim area for the prior calendar year (the average CPI-U for 2024 calendar year is 3.3%).
    i. Staff will present in detail the areas where the recurring expenditures growth exceeds the average CPI-U.
    ii. City Council will approve or provide direction to staff for each area where the recurring expenditures exceeded the average CPI-U.
c. The City will commit to balance the annual operating budget utilizing the following temporary budget balancing strategies*, if necessary:
    i. Freeze vacant positions for one year.
    ii. Suspend all overnight training, unless it is grant funded, for one year.
    iii. Suspend non-essential purchases of supplies, materials, equipment, vehicles, services and capital improvement projects, unless it is grant funded, for one year.

    *All temporary budget balancing strategies are subject to review annually.
d. The City may borrow* fund balances to balance the annual operating budget for unplanned/unforeseen events such as a recession or natural disaster.
    a. Borrow available fund balance from Internal Service Funds and/or Capital Project Fund.
    b. Borrow from Catastrophic Reserve.

    *A plan must be proposed and adopted by the City Council and must be paid back in two years.
e. The City will commit to allocating operating surpluses to:
    i. Replenish reserves, prioritizing the General Fund, Workers' Compensation, General Liability, and Employees Accrued Liability.
    i. Pay down long-term obligations such as pension obligations, other post-employment benefits, and bonds, and

ii. Fund one-time expenses such as deferred maintenance.

Capital Projects Fund Budget Policy

a. The City will approve a Five-year Capital Improvement Plan during the annual budget development.
   ii. The budget for the Five-year Capital Improvement Plan is adopted annually.
b. The City will review and update the Five-year Capital Improvement Plan annually, if needed.
c. Future operating costs associated with new capital projects are to be disclosed.
d. An Inventory of the City's physical assets, their condition, and remaining useful life will be maintained.
e. The City will maintain all assets at a sufficient level to protect the City's capital investment.

Fund Balance Policy

a. Fund balance is essentially the difference between the assets and liabilities reported for the governmental fund. The Government Accounting Standards Board Statement No. 54 (GASB 54) identifies five separate components of fund balance, each of which identifies the specific purposes for which amounts can be spent:
   i. Non-spendable – amounts that are not in a spendable form such as inventory.
   ii. Restricted – amounts constrained to specific purposes by their providers such as grantors and higher levels of government.
   iii. Assigned – amounts identified by the City Council for a specific purpose.
   iv. Committed – amounts that have been spent for specific purposes determined by the government's highest level of decision-making authority.
   v. Unassigned – amounts that are not classified as non-spendable, restricted, assigned, and committed.

Reserve Policies

a. General Fund
   i. During budget development, the General Fund catastrophic reserve will be calculated based on the proposed or adopted budget, excluding transfers out, for the respective fiscal year.
   ii. The General Fund catastrophic reserve true-up shall be calculated during year-end closing based on the actual expenditure for the year.
   iii. Maintain reserves equivalent to 25% of annual General Fund expenditure, excluding transfers out, for the respective fiscal year.

1) The City will implement a phase-in approach to achieving the 25% reserve over the next five years. Staff will review the phase-in approach at year-end closing and will make recommendations to the City Council if needed.
    - FY26 – 18%
    - FY27 – 20%
    - FY28 – 23%
    - FY29 – 25%

iv. At the end of the fiscal year, the Finance Department reports on the year-end financial results. Any unrestricted/unassigned fund balance in the General Fund, after providing funding necessary to achieve the minimum reserve levels required by this policy, shall be available for allocation as follows, subject to City Council approval:
    1) Replenish reserves in Internal Service Funds and/or Capital Projects Fund.
    2) One-time funding, non-recurring needs.
    3) Loan repayment acceleration.

v. Upon funding of the above, the decision of any remaining unrestricted/unassigned balances shall be recommended to the City Council by the City Manager or designee.

b. Internal Service Funds
    i. Vehicle Replacement Fund - maintain reserves equivalent to 25% of the annual replacement value.
    ii. Computer and Technology Replacement Fund - maintain reserves equivalent to 25 % of the annual replacement value.
    iii. General Liability Fund – implement a phased in approach over the next 2 years to eliminate the negative fund balance. Once resolved, maintain a reserve amount equal to the Present Value of Projected Losses provided by the City's Self-Insured Pool Administrator (CIPA). Staff will review the phase-in approach at year-end closing and will make recommendations to the City Council if needed.
        - FY26 - Eliminate 50% of the negative fund balance
        - FY27 - Eliminate remaining 50% negative fund balance
        - FY28 - Fund 25% of the annual unpaid claims as of the end of the fiscal year or actuarial estimate provided by the City's Self-Insured Pool Administrator (CIPA), whichever is higher.

- FY29 - Fund 50% of the annual unpaid claims as of the end of the fiscal year or actuarial estimate provided by the City's Self-Insured Pool Administrator (CIPA), whichever is higher.
- FY30 - Fund 75% of the annual unpaid claims as of the end of the fiscal year or actuarial estimate provided by the City's Self-Insured Pool Administrator (CIPA), whichever is higher.

iv. Workers' Compensation Fund - Implement a phased in approach over the next 5 years to eliminate the negative fund balance. Once resolved, maintain a reserve amount equal to the Present Value of Projected Losses provided by the City's Self-Insured Pool Administrator (CIPA). Staff will review the phase-in approach at year-end closing and will make recommendations to the City Council if needed.

1) FY 26-30 - Each year reduce the negative fund balance by at least 20% or more if the General Fund ends the years with excess surplus.

v. Employee Accrued Liabilities Fund - Maintain a reserve equivalent to the compensated absences due within one-year as reported in the prior year Annual Comprehensive Financial Report (ACFR).

c. Capital Projects Fund

i. Maintain a reserve equivalent to 1-year of pavement management or 5% of the total budget for Infrastructure, whichever is higher.

d. Enterprise Funds

i. Water Fund - maintain reserves equivalent to 25% of the annual operating expenditure, excluding transfers out, for the respective fiscal year.

ii. Sanitation Fund - maintain reserves equivalent to 25% of the annual operating expenditure, excluding transfers out, for the respective fiscal year.

Budget Control City-Wide

a. Staff shall provide the City Council with a status report on the budget, as it compares to the adopted budget, at least once during the fiscal year.

i. Include estimated fund balances, and

ii. Provide details on any significant variances, +/- 10%, between budget to actual and/or same period last year for both revenue and expenditure.

b. Budget revisions are approved as follows:

i. The City Manager and/or designee may approve transfers in the same fund to meet operational needs.
ii. Transfers between two different funds and transfers between two different projects must be approved by the City Council.

c. Expenditures must be within the appropriation limit or approved budget by the City Council.
d. All non-personnel expenditure must follow the City's Purchasing Municipal Code.
e. No full-time equivalent positions may be added without authorization and budget appropriation by the City Council.
f. All purchase order carryovers and/or continuing appropriations must be approved by the City Council.

Accounting Methodology City-wide

a. The City uses fund accounting to demonstrate compliance with finance-related legal requirements.
b. The City has an independent financial audit conducted each fiscal year.
c. Government-wide funds, including General, Special Revenues and Capital Project Funds, are recorded on a modified accrual basis.
    i. Revenues are recognized when they are measurable and available.
    ii. Expenditures are recognized as soon as the liabilities are incurred, except for debt service and capital lease obligations, inventories, and prepaid items.
d. Proprietary funds, which include enterprise and internal service funds, are budgeted on an accrual basis similar to private-sector businesses.

Pension Funding Policy

a. A pension funding policy is a separate policy from the FMP and will be submitted annually to the City Council for review and adoption.
b. This policy was last reviewed and adopted by the City Council per Resolution No. 11528, on February 13, 2024.

Investment Policy

a. An investment policy is a separate policy from the FMP and will be submitted annually to the City Council for review and adoption.
b. This policy was last reviewed and adopted by the City Council per Resolution No. 11563, on June 25, 2024.

Debt Issuance and Management Policy

a. The Debt Issuance and Management Policy is a separate policy from the FMP. This policy was adopted by the City Council and updated per Resolution No. 11245, on June 9, 2020.

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Reserve Policies

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iii. Maintain reserves equivalent to 25% of annual General Fund expenditure, excluding transfers out, for the respective fiscal year.
    1) The City will implement a phase-in approach to achieving the 25% reserve over the next five years. Staff will review the phase-in approach annually and will make recommendations to the City Council if needed.
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v. Upon funding of the above, the decision of remaining unrestricted/unassigned balances shall be recommended to the City Council by the City Manager or designee.

b. Internal Service Funds
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    iii. General Liability Fund – implement a phased in approach over the next 2 years to eliminate the negative fund balance. Once resolved, maintain a reserve amount equal to the Present Value of Projected Losses provided by the City's Self-Insured Pool Administrator (CIPA). Staff will review the phase-in approach annually and will make recommendations to the City Council if needed.
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    iii. Suspend non-essential purchases of supplies, materials, equipment, vehicles, services and capital improvement projects, unless it is grant funded, for one year.

    *All temporary budget balancing strategies are subject to review annually.
d. The City may borrow* fund balances to balance the annual operating budget for unplanned/unforeseen events such as a recession or natural disaster.
    a. Borrow available fund balance from Internal Service Funds and/or Capital Project Fund.
    b. Borrow from Catastrophic Reserve.

    *A plan must be proposed and adopted by the City Council and must be paid back in two years.
e. The City will commit to allocating operating surpluses to:
    i. Replenish reserves, prioritizing the General Fund, Workers' Compensation, General Liability, and Employees Accrued Liability.~~,~~

i. Pay down long-term obligations such as pension obligations, other post-employment benefits, and bonds, and
ii. Fund one-time expenses such as deferred maintenance.

Capital Projects Fund Budget Policy

a. The City will approve a Five-year Capital Improvement Plan during the annual budget development.
   ii. The budget for the Five-year Capital Improvement Plan is adopted annually.
b. The City will review and update the Five-year Capital Improvement Plan annually, if needed.
c. Future operating costs associated with ~~the~~ new capital projects are to be disclosed.
d. An Inventory of the City's physical assets, their condition, and remaining useful life will be maintained.
e. The City will maintain all assets at a sufficient level to protect the City's capital investment.

Fund Balance Policy

a. Fund balance is essentially the difference between the assets and liabilities reported for the governmental fund. The Government Accounting Standards Board Statement No. 54 (GASB 54) identifies five separate components of fund balance, each of which identifies the specific purposes for which amounts can be spent:
   i. Non-spendable – amounts that are not in a spendable form such as inventory.
   ii. Restricted – amounts constrained to specific purposes by their providers such as grantors and higher levels of government.
   iii. Assigned – amounts identified by the City Council for a specific purpose.
   iv. Committed – amounts that have been spent for specific purposes determined by the government's highest level of decision-making authority.
   v. Unassigned – amounts that are not classified as non-spendable, restricted, assigned, and committed.

Reserve Policies

a. General Fund
   i. During budget development, the General Fund catastrophic reserve will be calculated based on the proposed or adopted budget, excluding transfers out, for the respective fiscal year.

ii. The General Fund catastrophic reserve true-up shall be calculated during year-end closing based on the actual expenditure for the year.

~~i.~~iii. Maintain reserves equivalent to 25% of annual General Fund expenditure, excluding transfers out, for the respective fiscal year.

1) The City will implement a phase-in approach to achieving the 25% reserve over the next five years. Staff will review the phase-in approach at year-end closing and will make recommendations to the City Council if needed.
   - FY26 – 18%
   - FY27 – 20%
   - FY28 – 23%
   - FY29 – 25%

~~ii.~~iv. At the end of the fiscal year, the Finance Department reports on the year-end financial results. Any unrestricted/unassigned fund balance in the General Fund, after providing funding necessary to achieve the minimum reserve levels required by this policy, shall be available for allocation as follows, subject to City Council approval:

1) Replenish reserves in Internal Service Funds and/or Capital Projects Fund.
2) One-time funding, non-recurring needs.
3) Loan repayment acceleration.

~~iii.~~v. Upon funding of the above, the decision of any remaining unrestricted/unassigned balances shall be recommended to the City Council by the City Manager or designee.

b. Internal Service Funds

i. Vehicle Replacement Fund - maintain reserves equivalent to 25% of the annual replacement value.

ii. Computer and Technology Replacement Fund - maintain reserves equivalent to 25 % of the annual replacement value.

iii. General Liability Fund – implement a phased in approach over the next 2 years to eliminate the negative fund balance. Once resolved, maintain a reserve amount equal to the Present Value of Projected Losses provided by the City's Self-Insured Pool Administrator (CIPA). Staff will review the phase-in approach at year-end closing and will make recommendations to the City Council if needed.

- FY26 - Eliminate 50% of the negative fund balance
- FY27 - Eliminate remaining 50% negative fund balance

- FY28 - Fund 25% of the annual unpaid claims as of the end of the fiscal year or actuarial estimate provided by the City's Self-Insured Pool Administrator (CIPA), whichever is higher.
- FY29 - Fund 50% of the annual unpaid claims as of the end of the fiscal year or actuarial estimate provided by the City's Self-Insured Pool Administrator (CIPA), whichever is higher.
- FY30 - Fund 75% of the annual unpaid claims as of the end of the fiscal year or actuarial estimate provided by the City's Self-Insured Pool Administrator (CIPA), whichever is higher.

iv. Workers' Compensation Fund - Implement a phased in approach over the next 5 years to eliminate the negative fund balance. Once resolved, maintain a reserve amount equal to the Present Value of Projected Losses provided by the City's Self-Insured Pool Administrator (CIPA). Staff will review the phase-in approach at year-end closing and will make recommendations to the City Council if needed.

1) FY 26-30 - Each year reduce the negative fund balance by at least 20% or more if the General Fund ends the years with excess surplus.

v. Employee Accrued Liabilities Fund - Maintain a reserve equivalent to the compensated absences due within one-year as reported in the prior year Annual Comprehensive Financial Report (ACFR).

c. Capital Projects Fund

i. Maintain a reserve equivalent to 1-year of pavement management or 5% of the total budget for Infrastructure, whichever is higher.

d. Enterprise Funds

i. Water Fund - maintain reserves equivalent to 25% of the annual ~~General Fund expenditure~~operating expenditure, excluding transfers out, for the respective fiscal year.

ii. Sanitation Fund - maintain reserves equivalent to 25% of the annual ~~General Fund~~ operating expenditure, excluding transfers out, for the respective fiscal year.

Budget Control City-Wide

a. Staff shall provide the City Council with a status report on the budget, as it compares to the adopted budget, ~~including any recommendation and estimated fund balances,~~ at least once during the fiscal year.

i. Include estimated fund balances, and

~~a.~~ii. Provide details on any significant variances, +/- 10~~XX~~%, between budget to actual and/or same period last year for both revenue and expenditure.

b. Budget revisions are approved as follows:
    i. The City Manager and/or designee may approve transfers in the same fund to meet operational needs.
    ii. ~~Interfund transfers, t~~Transfers between two different funds~~,~~ and transfers between two different projects must be approved by the City Council.
c. Expenditures must be within the appropriation limit or approved budget by the City Council.
d. All non-personnel ~~expenditures~~expenditure must follow the City's Purchasing Municipal Code.
e. No full-time equivalent positions may be added without authorization and budget appropriation by the City Council.
f. All purchase order carryovers and/or continuing appropriations must be approved by the City Council.

Accounting Methodology City-wide

a. The City uses fund accounting to demonstrate compliance with finance-related legal requirements.
b. The City has an independent financial audit conducted each fiscal year.
c. Government-wide funds, including General, Special Revenues and Capital Project Funds, are recorded on a modified accrual basis.
    i. Revenues are recognized when they are measurable and available.
    ii. Expenditures are recognized as soon as the liabilities are incurred, except for debt service and capital lease obligations, inventories, and prepaid items.
d. Proprietary funds, which include enterprise and internal service funds, are budgeted on an accrual basis similar to private-sector businesses.

Pension Funding Policy

a. A pension funding policy is a separate policy from the FMP and will be submitted annually to the City Council for review and adoption.
b. This policy was last reviewed and adopted by the City Council per Resolution No. 11528, on February 13, 2024.

Investment Policy

a. An investment policy is a separate policy from the FMP and will be submitted annually to the City Council for review and adoption.
b. This policy was last reviewed and adopted by the City Council per Resolution No. 11563, on June 25, 2024.

Debt Issuance and Management Policy

Commented [MK1]: What is the difference?

~~a.~~ The Debt Issuance and Management Policy is a separate policy from the FMP. This policy was adopted by the City Council and updated per Resolution No. 11245, on June 9, 2020.

a.

CITY OF ORANGE
FINANCIAL MANAGEMENT POLICIES

I. Purpose and Objectives

The City's Financial Management Policies (FMPs) purpose and objective is to ensure its long-term fiscal stability and establish controls for sound decision making, for the present and future.

This set of policies is intended to provide a framework to manage the City's finances in a manner that will support a high level of public safety; maintain the quality of life; and provide excellent service for our residents and business community while maintaining a balanced budget with a healthy reserve to meet known and unknown future obligations.

These FMPs are essential to the fiscal health and contingency plans of the City. They will be reviewed annually during the budget process and, if necessary, recommended changes will be presented to the City Council for consideration at budget adoption.

II. Fiscal Sustainability

The City is committed to fiscal sustainability through its management of expenditures and stewardship of revenue growth through economic development and exploration of other revenue enhancing opportunities.

The City is also committed to maintaining a long-term view of financial planning that anticipates and proactively mitigates risks to preserve public safety, maintain the quality of life of the community, and provide excellence services to residents and businesses, as identified and prioritized through community input.

Fiscal sustainability will be accomplished by these guiding principles:

a. **Informed decision-making**. City staff will identify and evaluate immediate and long-term economic, social, and environmental impacts of challenges, and present them to the City Council for discussion and consideration.
b. **Transparency.** The City will conduct all business with transparency, pursuant to applicable laws and regulations. The City will continue to improve transparency and make financial information available in an understandable format for the community.
c. **Managing long-term liabilities**. The City will continue to monitor long-term financial liabilities, including unfunded pension obligations, and commits to taking actions to manage these obligations and ensure transparency to the public.

d. **Shared responsibility**. The City recognizes a shared responsibility between the employee and employer. The City is committed to appropriately fund employee compensation to attract and retain employees while maintaining a long-term sustainable and balanced budget.
e. **Seeking efficiency and effectiveness**. Staff is committed to continuously exploring ways to operate more efficiently while providing a quality service.

III. Definition

a. *Fiscal year* – each fiscal year begins on the first day of July and ends on the 30th day of June.
b. *Recurring revenues* – revenues that are reasonably expected to continue from year-to-year, with high degree of predictability.
c. *One-time revenues* – revenues that are one-time in nature or unpredictable.
d. *Recurring expenditures* – expenditures that are reasonably expected to be funded every year to maintain the current level of City services.
e. *One-time expenditures* – expenditures that are unpredictable and are not critical to maintain the current level of services.
f. *Surplus* - when actual revenue exceed actual expenditure, including transfers.
g. *Catastrophic reserve* – a required, non-discretionary, reserve that the City must maintain as a requirement for the Pension Obligation Bond (POB).
h. *Restricted reserve* – a portion of the fund balance that is set aside for emergencies, economic uncertainty, and fiscal distress.
i. *Operating surplus* – the excess of total revenues minus the total expenditures within a fiscal year.
j. *Unrestricted/excess reserve* – a portion of the fund balance that is above the catastrophic and restricted reserve.

IV. Policies

<u>City-wide Budget Policy</u>

a. The City Council will adopt an annual budget for all funds, including the Redevelopment Successor Agency, before the start of the fiscal year, July 1st.
b. At a minimum, the budget adoption package shall include the following:
    i. A schedule of changes in fund balance for all funds.
    ii. Statement of revenues for all funds.
    iii. Statement of expenditures for all funds.
    iv. Five-year Capital Improvement Plan.
c. A copy of the budget shall be certified by the City Clerk as adopted by the City Council and filed as a public record in the office of the City Clerk.

d. The Council will annually adopt a resolution establishing the City's appropriations limit (Gann Limit), calculated in accordance with Article XIII-B of the Constitution of the State of California.
e. A Financial Model shall be reviewed, analyzed, updated, and presented at a City Council meeting as part of the annual City budget process.

General Fund Budget Policy

a. The City will adopt a structurally balanced budget before the start of the fiscal year, July 1st.
    i. Recurring revenues supporting recurring expenditures.
    ii. One-time revenue cannot be used for ongoing expenditure, i.e. salaries and benefits.
b. The City will commit to limiting recurring non-personnel expenditure growth to the average of the reported Consumer Price Index for All Urban Consumers (CPI-U) rates for the Los Angeles-Long Beach-Anaheim area for the prior calendar year (the average CPI-U for 2024 calendar year is 3.3%).
    i. Staff will present in detail the areas where the recurring expenditures growth exceeds the average CPI-U.
    ii. City Council will approve or provide direction to staff for each area where the recurring expenditures exceeded the average CPI-U.
c. The City will commit to balance the annual operating budget utilizing the following temporary budget balancing strategies*, if necessary:
    i. Freeze vacant positions for one year.
    ii. Suspend all overnight training, unless it is grant funded, for one year.
    iii. Suspend non-essential purchases of supplies, materials, equipment, vehicles, services and capital improvement projects, unless it is grant funded, for one year.

    *All temporary budget balancing strategies are subject to review annually.
d. The City may borrow* fund balances to balance the annual operating budget for unplanned/unforeseen events such as a recession or natural disaster.
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a. General Fund
   i. During budget development, the General Fund catastrophic reserve will be calculated based on the proposed or adopted budget, excluding transfers out, for the respective fiscal year.
   ii. The General Fund catastrophic reserve true-up shall be calculated during year-end closing based on the actual expenditure for the year.
   iii. Maintain reserves equivalent to 25% of annual General Fund expenditure, excluding transfers out, for the respective fiscal year.

1) The City will implement a phase-in approach to achieving the 25% reserve over the next five years. Staff will review the phase-in approach at year-end closing and will make recommendations to the City Council if needed.
    - FY26 – 18%
    - FY27 – 20%
    - FY28 – 23%
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iv. At the end of the fiscal year, the Finance Department reports on the year-end financial results. Any unrestricted/unassigned fund balance in the General Fund, after providing funding necessary to achieve the minimum reserve levels required by this policy, shall be available for allocation as follows, subject to City Council approval:
    1) Replenish reserves in Internal Service Funds and/or Capital Projects Fund.
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v. Upon funding of the above, the decision of any remaining unrestricted/unassigned balances shall be recommended to the City Council by the City Manager or designee.

b. Internal Service Funds
    i. Vehicle Replacement Fund - maintain reserves equivalent to 25% of the annual replacement value.
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i. Include estimated fund balances, and

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b. Budget revisions are approved as follows:

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d. All non-personnel expenditure must follow the City's Purchasing Municipal Code.
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Agenda Item

City Council

Item #: 3.17. 8/12/2025 **File #:** 25-0414

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Monica Espinoza, Human Resources Director**

1. SUBJECT

Memorandum of Understanding between the City of Orange and the Orange Municipal Employees' Association. Resolution No. 11629.

2. SUMMARY

Resolution No. 11629 establishes a Memorandum of Understanding between the City of Orange and the Orange Municipal Employees' Association for the period of July 1, 2025 through June 30, 2026.

3. RECOMMENDED ACTION

Adopt Resolution No. 11629. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11511 and approving the Memorandum of Understanding between the City of Orange and the Orange Municipal Employees' Association, concerning wages, hours, and other conditions of employment effective July 1, 2025, through and including June 30, 2026.

4. FISCAL IMPACT

The total cost for this Memorandum of Understanding is approximately $259,800 and will be funded through the General Fund.

5. STRATEGIC PLAN GOALS

Goal 4: Employee Retention and Recruitment

6. DISCUSSION AND BACKGROUND

In March 2025, the City began the collective bargaining process with the Orange Municipal Employees' Association (OMEA). The current contract between the parties expired on June 30, 2025.

After seven meetings, on July 23, 2025, the parties reached agreement on the terms and conditions of a twelve-month labor contract that includes the following:

TERM	July 1, 2025 - June 30, 2026.
COMPENSATION	2.0% Across-the-Board salary increase effective June 29, 2025.
HOLIDAYS	Amend holiday schedule to include Martin Luther King Jr. as a nine-hour observed holiday.

VACATION	a. Increase vacation accrual rate between year 6 through year 15 of employee service. b. Probationary employees accrue vacation but may not use vacation until six months of active service is complete.
HEALTH INSURANCE	Effective January 1, 2026, increase monthly contribution to health benefits as follows: ○ 2-Party coverage: Increase by $45.00 to $1,715.00 ○ Family coverage: Increase by $75.00 to $2,170.00
EDUCATIONAL ASSISTANCE AND PROFESSIONAL DEVELOPMENT	Amend article to allow utilization of Educational Assistance or Professional Development benefit amount interchangeably. Amount remains at $1,500.00 per fiscal year.
UNIFORM ALLOWANCE	Add classifications of Traffic Signal Technician I/II, Senior Traffic Signal Technician, and Traffic Management Center Technician to be eligible for benefit.
WORK SHOE ALLOWANCE	a. Increase work shoe allowance from up to $450.00 to up to $550.00 for eligible employees. b. Incorporate classification of Senior Code Compliance Officer to be eligible for benefit.
NO FURLOUGH OR LAYOFF	During the term of this agreement, the City shall not implement any furloughs or layoffs.
PARITY AGREEMENT	Should other non-safety bargaining groups receive salary across-the-board base salary increases or medical increases, the City shall provide said adjustments to OMEA as applicable.
ASSOCIATION RELEASE TIME TRACKING	All Association release time shall be fully documented on employee timesheets in a manner specified by the City.
LANGUAGE CLEANUP	Parties have agreed to incorporate language changes to further clarify existing MOU practices or provisions. Included in language cleanup is a retitle of classification from Planning Aide to Planning Technician.

The Orange Municipal Employees' Association took these terms to a vote of their membership and

ratified the Tentative Agreement on July 25, 2025. City Council approval is required to finalize this agreement in the form of a Memorandum of Understanding.

7. ATTACHMENT

- Resolution No. 11629

Agenda Item

City Council

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7. ATTACHMENT

- Resolution No. 11629

RESOLUTION NO. 11629

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE RESCINDING RESOLUTION NO. 11511 AND APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ORANGE AND THE ORANGE MUNICIPAL EMPLOYEES' ASSOCIATION CONCERNING WAGES, HOURS, AND OTHER CONDITIONS OF EMPLOYMENT EFFECTIVE JULY 1, 2025, THROUGH AND INCLUDING JUNE 30, 2026

WHEREAS, the City of Orange, hereinafter referred to as "City," and the Professional, Technical and Clerical Unit, represented by Orange Municipal Employees' Association (OMEA), hereinafter referred to as "Association", collectively the "Parties", have met and conferred in accordance with requirements of the Meyers-Milias-Brown Act; and

WHEREAS, the have reached agreement on wages, hours, and other terms and conditions of employment effective July 1, 2025 through June 30, 2026 and the City Council desires to rescind Resolution No. 11511 and amendments thereto for said employees, as set forth in the Memorandum of Understanding, hereinafter referred to as "MOU".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange that the attached MOU is approved and incorporated by reference as Exhibit A as though fully set forth herein and furthermore, staff is authorized to adjust the departmental salary and benefit accounts in the FY26 budget to reflect the cost of the contract provisions.

ADOPTED this ____ day of _____, 2025

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Wayne W. Winthers, Interim City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____, 2025 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

Attachment: Exhibit A



Exhibit A

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF ORANGE

AND

THE ORANGE MUNICIPAL EMPLOYEES' ASSOCIATION

JULY 1, 2025 THROUGH JUNE 30, 2026

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ARTICLE I

RECOGNITION OF ASSOCIATION

Pursuant to the provisions of the Employer-Employee Relations Resolution No. 11529 of the City of Orange, hereinafter referred to as "City", for the purpose of meeting its obligations under the Meyers-Milias-Brown Act (Government Code Section 3500 et. seq.), Employer-Employee Relations Resolution No. 11529, or as amended, and this Memorandum of Understanding, hereinafter referred to as "MOU", has recognized the City of Orange, Orange Municipal Employees' Association, hereinafter referred to as "Association", as the majority representative of the employee classifications listed within Appendix A. As majority representative, the Association is empowered to act on behalf of all employees who hold positions in classifications covered by this MOU whether or not they are individually members of the Association.

ARTICLE II

NON-DISCRIMINATION

SECTION 1. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with the Employer-Employee Relations Resolution and Government Code Sections 3500 et. seq.

SECTION 2. In accordance with Federal and State law, the City and the Association agree that they shall not discriminate against any employee on the basis of actual or perceived race, color, national origin, religion, sex, gender, gender identity, physical or mental disability, medical condition (cancer-related or genetic information), ancestry, marital status, age, sexual orientation, citizenship, pregnancy, childbirth or related medical condition, status as a covered veteran, or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994) or any other lawfully protected class. The City and the Association shall reopen any provision of this MOU for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in compliance with Federal or State anti-discrimination laws.

ARTICLE III

SALARIES

SECTION 1. BASIC COMPENSATION PLAN. A basic compensation plan is established for all employees covered by this MOU, who are now employed, or will in the future be employed, in any of the designated classification titles listed in this MOU and its attachments.

SECTION 2. SALARIES. Salaries and their effective dates for employees covered by this MOU are listed in Appendix A. The salary and wage schedules shall constitute the basic compensation plan consisting of six (6) steps or rates of pay in each range. The respective ranges shall be identified by

number and the steps by the letters A to F. The listed salary and wage schedules are based on a forty (40) hour work week.

SECTION 3. HOURLY RATE PART-TIME EMPLOYEES.

A. For all employees who have a regular weekly work schedule of forty (40) hours, the equivalent hourly rate of pay shall be the monthly rate times twelve (12) divided by two thousand eighty (2,080) annual hours. The hourly rate for persons employed on a regular part-time or temporary basis in an equivalent classification shall be determined in the same manner. In determining the hourly rate as herein provided, compensation shall be made to the nearest half (½) cent.

B. Regular part-time employees who are scheduled to work on an average of at least twenty (20) hours per week on a year-round basis may be considered for advancement to the next higher step upon completion of hours of employment equal to the minimum number of months of service required by full-time employees. One thousand forty (1,040) hours of regular part-time employment shall equal six (6) months' service.

SECTION 4. BEGINNING RATES. A new employee of the City shall be paid the rate shown in Step A in the range assigned to the classification for which the employee has been hired, except that on the request of the Department Head under whom the employee will serve, and with the authorization of the Human Resources Director, such employee may be placed at any step depending upon the employee's qualifications.

SECTION 5. SERVICE. The word "service" as used in this MOU, shall be defined to mean continuous, full-time service in an employee's present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements.

A lapse of service by any employee for a period of time longer than thirty (30) calendar days by reason of resignation or for any length of time due to discharge eliminates the accumulated length of service time of such employee for the purpose of this MOU. Employees re-entering the service of the City shall be considered as a new employee, except that the employee may be re-employed within one (1) calendar year and placed in the same salary step in the appropriate compensation range as the employee was at the time of the separation of employment.

SECTION 6. ADVANCEMENT WITHIN SALARY RANGES. The following regulations shall govern salary advancement:

A. Merit Advancement. An employee shall be considered for advancement through the salary range based only on continuous, meritorious, and efficient performance, and continued improvement by the employee in the effective performance of duties. If merited, advancement through the salary range shall occur after the completion of twenty-six (26) pay periods. A merit increase shall become effective on the first day of the pay period following completion of the length of service required for such advancement. Such merit advancement shall require the following:

    1) The Department Head shall file with the Human Resources Director a Personnel Action Form and a completed Performance Evaluation Form recommending the granting or denial of the merit increase and supporting such recommendation with specific reasons

therefore. If denied by the Human Resources Director, the reason for denial will be provided to the Department Head.

B. Ineligibility for a Step Increase and/or a Delay in Step Increase. An employee is ineligible to receive a step increase while on a leave of absence without pay. Step increases shall be delayed by the amount of time an employee is out on leave without pay status.

C. Special Merit Advancement. When an employee demonstrates exceptional ability and proficiency in the performance of duties, the Department Head may recommend to the Human Resources Director that said employee be advanced to a higher pay step without regard to the minimum length of service provisions contained in this MOU. The Human Resources Director may, on the basis of a Department Head's recommendation, approve and effect such advancement.

D. Length of Service Required When Advancement is Denied. When an employee is not approved for advancement to the next higher salary step, the employee may be reconsidered for such advancement at any subsequent time. This reconsideration shall follow the same steps and shall be subject to the same action as provided in Section 6A.

E. Flexible Staffing. The City shall implement a system of flexible staffing for certain positions in this Association. Employees in the classifications of Building Inspector, Construction Inspector I, Engineering Technician I, Finance Clerk, Assistant Engineer, Assistant Planner, Librarian I, and Traffic Signal Technician I are eligible for the classification of Combination Building Inspector, Construction Inspector II, Engineering Technician II, Senior Finance Clerk, Associate Civil Engineer, Associate Planner, Librarian II, and Traffic Signal Technician II respectively. To qualify for the higher-level position, the employee must be performing at a competent level and have gained the experience and knowledge to perform the full range of journey-level tasks and fulfilling any special requirements based on the judgment of the applicable Department Head with final approval of the Human Resources Director.

SECTION 7. REDUCTION IN SALARY STEPS. Any employee who is being paid on a salary step higher than Step A may be reduced by one (1) or more steps for disciplinary reasons upon the recommendation of the Department Head with the approval of the Human Resources Director.

SECTION 8. BILINGUAL ASSIGNMENT. Employees covered by this MOU may be assigned by the Department Head, with approval of the Human Resources Director, to a bilingual assignment. The Department Head shall determine the number of bilingual assignment positions which are necessary based upon a demonstrable need and frequency of use. Employees on bilingual assignment shall receive an additional one hundred forty dollars ($140.00) per month for the duration of the assignment. Employees receiving bilingual assignment compensation may be required to take and pass a proficiency test on an annual or as needed basis as determined by the Human Resources Department. No permanency or seniority may be obtained in a bilingual assignment and such assignment may be revoked at any time by the Human Resources Director or a duly authorized designee. Such revocation shall not be subject to the grievance procedures in this MOU. No employee shall be required to perform a Bilingual Assignment on a regular basis or employ bilingual skills on a regular basis who is not receiving bilingual pay pursuant to this section. This form of pay, also referred to as “Bilingual Premium”, shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for members hired on or after January 1, 2013, as defined by the Public Employees’ Pension Reform Act of 2013 (PEPRA) pursuant to CalPERS

Regulations, Section 571.1(b)(3). However, it is ultimately CalPERS who determines if any form of pay is reportable special compensation.

SECTION 9. SHIFT DIFFERENTIAL.

A. All Recreation Services Coordinators, regular full-time library personnel and all part-time library personnel budgeted to work twenty (20) hours or more per week on a fiscal year basis herein who are assigned or cover a regularly scheduled shift working after 6:00 p.m. and/or who are assigned or cover a regularly scheduled shift working a Saturday, Sunday, or Holiday, shall be eligible to receive an additional five dollars ($5.00) per hour for all shift hours worked (i.e., only those hours worked after 6:00 p.m., as well as all hours on Saturdays, Sundays, and Holidays).

   In no event shall the provisions described within this section apply to any personnel who are holding over, extending, or filling in on an overtime basis their regular work shift. Whenever two (2) or more rates may appear applicable to the same hour or hours worked by any employee, there shall be no pyramiding or adding together of such rates and only the higher applicable rate shall apply.

B. Split Shift Differential. Where management asks an employee to leave their regular shift early and return to work at a later time, the City will provide an additional one dollar ($1.00) per hour, for benefited Library employees only, for each hour worked on their second shift.

C. Senior/Code Compliance Officer and Environmental Compliance Specialist Shift Pay. Senior Code Compliance Officers, Code Compliance Officers, and Environmental Compliance Specialists who are regularly assigned on a weekly basis to work on Saturdays and Sundays shall be eligible to receive an additional five dollars ($5.00) per hour for all hours worked on Saturdays and Sundays in addition to their regular salary.

D. This form of pay, also referred to as "Shift Differential," shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for PEPRA Members pursuant to CalPERS Regulations, Section 571.1(b)(3). However, it is ultimately CalPERS who determines if any form of pay is reportable special compensation.

SECTION 10. SPECIAL ASSIGNMENTS.

Library Site Supervisor Assignment. Employees classified as Librarian I or Librarian II may be assigned as the “Site Supervisor” by the Department Head or duly authorized designee. Such employees, for the period of such assignment, shall be paid an additional ten percent (10.0%) on top of their current salary. This form of pay, also referred to as “Special Assignment Pay” shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for PEPRA Members pursuant to CalPERS Regulations, Section 571.1(b)(3). However, it is ultimately CalPERS who determines if any form of pay is reportable special compensation.

SECTION 11. CERTIFICATION PREMIUMS. Employees shall be responsible for submitting proof of completion to the department of their eligibility for specialty pays. The effective date is then applied to the pay period following the employee’s submission.

A. California State Water Resources Control Board (SWRCB) Water Distribution Operator Certification:

1) Employees classified as Construction Inspector or Engineering Technician who possess a Grade I Water Distribution Certificate (D-1) shall receive a flat seventy-five dollars ($75.00) per month premium.

2) Employees classified as Construction Inspector or Engineering Technician who possess a Grade II Water Distribution Certificate (D-2) shall receive a flat one hundred dollars ($100.00) per month premium.

3) Employees classified as Assistant Engineer, Associate Civil Engineer, Construction Inspector, Engineering Technician, or Project Engineer assigned to the Water Division who possess a Grade III Water Distribution Certificate (D-3) shall receive a flat one hundred fifty dollars ($150.00) per month premium.

B. California Water Environmental Association (CWEA) Sanitation Certification:

1) Employees classified as Environmental Compliance Specialist who possess a CWEA Grade I Sanitation Certificate shall receive a flat seventy-five dollars ($75.00) per month premium.

2) Employees classified as Environmental Scientist who possess a CWEA Grade III Sanitation Certificate shall receive a flat one hundred dollars ($100.00) per month premium.

C. An employee who possesses two (2) or more of the above certifications is eligible to receive only the highest grade certificate premium. There shall be no pyramiding of certificate premium.

D. This form of pay, also referred to as "Educational Incentive", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(2), and pensionable compensation for PEPRA Members pursuant to CalPERS Regulations, Section 571.1(b)(2). However, it is ultimately CalPERS who determines if any form of pay is reportable special compensation.

SECTION 12. EDUCATIONAL INCENTIVE PROGRAM. Employees with postgraduate degrees (i.e. Master's degree or higher) shall be eligible to receive one hundred fifty dollars ($150.00) per month. Employees shall be responsible for submitting proof of completion to the department of their eligibility for education pays. The effective date is then applied to the pay period following the employee's submission. This form of pay, also referred to as "Educational Incentive", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(2), and pensionable compensation for PEPRA Members pursuant to CalPERS Regulations, Section 571.1(b)(2). However, it is ultimately CalPERS who determines if any form of pay is reportable special compensation.

SECTION 13. PERFORMANCE EVALUATIONS. The City shall maintain an employee performance rating system designed to give a fair evaluation of the quantity and quality of work performed by an employee.

A. Performance evaluation reports shall be prepared and recorded in the employee's personnel file for all regular full-time and regular part-time employees as follows:

    1) For probationary employees, at mid-point and upon completion of a probationary period.

    2) For non-probationary employees, upon completion of the next step and annually thereafter.

B. Prior to the performance evaluation report becoming part of the employee's personnel file, the supervisor and the employee must review the evaluation.

C. When a performance evaluation is recorded in the employee's personnel file a copy of the evaluation shall be given to the employee.

D. The performance evaluation shall be considered a confidential City record and the information shall not be disclosed except on a need-to-know basis as determined by management.

E. Any disputes as to the contents of the evaluation shall first be discussed with the employee's immediate supervisor and may be appealed through the appropriate chain of command up to the Department Head whose decision will be final and binding, and not subject to any appeal or grievance procedure.

ARTICLE IV

WORK WEEK

SECTION 1. The regular work week for all employees covered by this MOU shall be forty (40) hours per week.

SECTION 2. The department shall discuss proposed changes in the established work schedule with the affected employees prior to implementation of the change.

ARTICLE V

PROBATION

SECTION 1. NEW HIRE. An employee initially appointed to a classification shall serve a probationary period of twenty-six (26) pay periods during which the employee shall have an opportunity to demonstrate suitability for the job. With the approval of the Human Resources Director, the Department Head may, for just cause, extend the probationary period up to an additional thirteen (13) consecutive pay periods. The employee shall attain regular status in the classification upon successful completion of the probationary period to the satisfaction of the City. An employee who does not satisfy the standards of the

classification during the probationary period shall be notified, in writing, and termination or demotion proceedings shall be initiated. A newly hired probationary employee shall not be entitled to appeal a termination or a demotion.

Employees serving an initial probationary period are ineligible to compete for closed/promotional recruitment processes.

SECTION 2. PROMOTIONS. An employee promoted to a classification shall serve a probationary period of twenty-six (26) consecutive pay periods during which time the employee shall have an opportunity to demonstrate suitability for the job. Under certain conditions, with the approval of the City Manager, the Department Head may extend the probationary period up to a maximum of an additional thirteen (13) consecutive pay periods. An employee who successfully completes the probationary period shall be considered to have obtained "regular status". An employee who does not satisfy the standards of the class during the probationary period shall be notified in writing and termination or demotion procedures shall be initiated. An employee rejected or laid off during the probationary period from a position to which the employee has been promoted shall be returned to the classification in which the employee had regular status unless the reasons for failure to complete the probationary period would be cause for dismissal.

ARTICLE VI

PROMOTION

SECTION 1. SALARY STEP ASSIGNMENT. When an employee is promoted to a position of a higher classification, the employee may be assigned to Step A in the appropriate range for the higher classification; provided, however, that if such employee is already being paid at a rate equal to or higher than Step A in the appropriate range for the higher classification, the employee shall be placed in the step in that appropriate salary range as will grant the employee an increase of at least one (1) but no more than three (3) salary steps, at the discretion of the Department Head and the Human Resources Director.

SECTION 2. ELIGIBILITY LIST. When an eligible employee remains in higher bands of a current eligibility list, and a Department Head selects an eligible employee in a lower band, upon request, the eligible employee in the higher band will be notified of the reasons for non-selection.

ARTICLE VII

DEMOTION

When an employee is demoted for disciplinary reasons to a position in a lower classification, the new salary rate shall be assigned to the appropriate salary range for the lower classification and the salary rate shall be reduced by at least one (1) step.

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ARTICLE VIII

REASSIGNMENT OF COMPENSATION RANGES

SECTION 1. Any employee who is employed in a classification which is allocated to a different pay range shall retain the same salary in the new range as previously held in the prior range, and shall retain credit for length of service acquired in the previously held step toward advancement to the next higher step in the new salary range; provided, however:

A. That if such retention shall result in the advancement of more than one step in the old pay range, the Human Resources Director may, at the time of reassignment, place the employee in a step which will result in an increase of only one (1) step.

B. That if the reassignment is to a lower compensation range, the F Step of which is lower than the employee's existing rate of pay at the time of reassignment, the employee shall continue to be paid at their existing rate of pay until such time as the position shall be reassigned to a compensation schedule which will allow for further salary advancement, or until such time as the employee is promoted to a position assigned to a higher compensation range.

C. That if the reassignment is to a lower compensation range, the F Step of which is higher than the existing rate of pay, the employee shall be placed in that step of the lower compensation range which is closest to, but no lower than the existing rate of pay.

D. The City Manager or a duly authorized designee may reduce the salary range of any classification but shall not be able to increase the range when any position is vacant.

ARTICLE IX

WORKING OUT OF CLASS

SECTION 1. The City may work employees out of classification for up to ten (10) consecutive working days without additional compensation.

SECTION 2. ACTING TIME PAY. An employee shall receive acting time pay, as further defined below, at Step A of the higher class, or five percent (5.0%) above the employee's regular salary, whichever is greater, for work performed in the higher classification starting on the eleventh (11^{th}) consecutive working day out of class, and for each consecutive day thereafter an employee works out of class. The Department Head or a duly authorized designee shall assign the employee to work out of classification but shall notify the Human Resources Director prior to the assignment.

A. Temporary Upgrade Pay. When an employee is working out of classification due to an incumbent's approved leave of absence, said employee shall receive Temporary Upgrade Pay. Temporary Upgrade Pay, as defined by California Code of Regulations 571(a)(3), is "compensation to employees who are required by their employer or governing board or body to work in an upgraded position/classification of limited duration".

For Classic Members, the above form of compensation shall be reported to CalPERS as special compensation and therefore compensation earnable. However, it is ultimately CalPERS who determines if any form of pay is reportable special compensation. Temporary Upgrade Pay will not be reported to CalPERS as pensionable compensation for PEPRA Members.

B. Out-of-Class Appointment. Out-of-class appointments shall only be made for positions vacated due to voluntary resignation, promotion, demotion or termination. Gov. Code section 20480 of the Public Employees' Retirement Law (PERL) defines an "out-of-class appointment" to mean an appointment to an upgraded position or higher classification by an employer or governing board or body in a vacant position for a limited duration. For purposes of this section, a "vacant position" refers to a position that is vacant during recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee's leave of absence (see "Temporary Upgrade Pay" above).

SECTION 3. ELIGIBILITY PERIOD. During the ten (10) consecutive working day eligibility period before an employee is entitled to receive acting time pay, absence for compensatory time and/or vacation shall break consecutiveness and cause the ten (10) consecutive working day eligibility period to start over. Absences for regularly scheduled holidays, regular days off, jury duty, and/or verifiable sick leave shall not constitute a break in consecutiveness for acting pay eligibility.

SECTION 4. PROMOTION FROM ACTING INTO PERMANENT POSITION. An employee who is promoted from an acting position to that same position on a permanent basis shall receive credit for time served while acting in that position, towards any applicable probationary period for the permanent position, up to a maximum of six (6) months.

ARTICLE X

OVERTIME/COMPENSATORY TIME/CALL BACK COMPENSATION

SECTION 1. OVERTIME COMPENSATION.

A. Compensatory Time. An employee covered by this MOU having an average work week of forty (40) hours shall be eligible for compensatory time for all hours worked in excess of forty (40) hours within the employee's work week. Compensatory time shall be accumulated at the rate of one-quarter (¼) hour of compensatory time for each one-quarter (¼) hour of overtime worked.

B. Premium Overtime. Only time actually worked (i.e., not holiday, vacation, sick leave, or compensatory time) over forty (40) hours in an FLSA work period shall be paid at the premium rate (time and one-half) either in the form of pay or compensatory time.

C. Paid Leave Hours During Holiday Closure. In the event of a City Hall Holiday Closure (during the Christmas/New Year's Holiday), any paid leave hours (i.e., vacation, compensatory time, or sick leave) used during the Holiday Closure shall count as hours worked for purposes of calculating whether an employee has worked in excess of forty (40) hours within the employee's regular work week, and for purposes of determining whether the employee will be paid premium overtime. This shall be an exception related to an employee's entitlement to premium overtime, as defined in Section 1B.

D. An employee may not work overtime without prior approval from their supervisor.

SECTION 2. COMPENSATORY TIME ACCUMULATION. Compensatory time shall be accumulated to the nearest one-quarter (¼) hour increment. Where an employee works less than one-quarter (¼) hour per day of overtime, the employee shall not receive compensatory time, and such time shall not count toward the computation of overtime.

SECTION 3. ELIGIBILITY. In order to be entitled to compensatory time, such compensatory time must be authorized by the Department Head or a duly authorized designee.

SECTION 4. MAXIMUM COMPENSATORY TIME ACCRUAL. Any accumulated compensatory time accrued in excess of eighty (80) hours per calendar year shall be automatically paid on the first pay period of the new calendar year.

SECTION 5. USE OF COMPENSATORY TIME.

A. Payment of Compensatory Time. Overtime shall be paid at the regular rate of pay or equal time off, when authorized by the Department Head and approved by the City Manager or duly authorized designee.

B. Payment Upon Termination. Employees shall be entitled to receive payment for all accumulated compensatory time upon their termination.

C. Conversion. Employees may convert accumulated compensatory time to cash.

SECTION 6. CALL BACK COMPENSATION. If employees are required to report back to work after completing a normal work shift and have left the City premises and/or work location, they shall be compensated in cash or as compensatory time off at the straight time rate for actual hours of work with a minimum of three (3) hours call back compensation, regardless of whether the employee works less than three (3) hours. This provision shall not apply to employees who are continuing on duty. All actual time worked during a call back shall count as time worked toward the forty (40) hours for qualifying for premium (time and one-half) overtime under FLSA. Section 8 below denotes compensation provided when an employee is eligible for call back pay and standby pay.

SECTION 7. STANDBY PAY. Employees, assigned by Management to standby status after their regular work hours, will receive two (2) hours per day (Mondays through Fridays) of standby pay at their straight time hourly rate or three (3) hours per day for Saturdays, Sundays, and Holidays, days where the City closes services (i.e., Holiday Closure), and regular days off (i.e., the employee's scheduled Friday off as part of the 9/80 schedule). Employees must be capable of performing all duties that would be required if called back to work.

SECTION 8. CALL BACK PAY PLUS STANDBY PAY. Employees who are called back to work pursuant to Section 6 above, and who are assigned by Management to standby status after their regular work hours pursuant to Section 7 above, will receive two (2) hours per day (Mondays through Fridays) of Standby Pay at their straight time hourly rate or three (3) hours per day for Saturdays, Sundays, and Holidays, plus a minimum of two and one-half (2½) hours call back pay at their straight time hourly rate.

Call back incidents over two and one-half (2½) hours worked shall be paid at the straight time hourly rate. All actual call back hours worked by an employee on stand-by shall count as time worked toward the forty (40) hours for qualifying for premium overtime (time and one-half) under FLSA.

SECTION 9. TRAINING TIME. Employees who attend City-required training on a regularly scheduled day off including a 9/80 Friday shall receive straight time compensatory time on an hour-for-hour basis on time spent actually attending said training, unless this training time along with other actual hours worked exceeds forty (40) hours in an FLSA work week, in which case such time would qualify for premium overtime (time and one-half) under FLSA. Travel time outside of an employee's regular work schedule in conjunction with training does not count toward FLSA overtime under this provision.

ARTICLE XI

HOLIDAYS

SECTION 1. HOLIDAY DESIGNATION. Employees covered by this MOU shall receive the following paid nine (9) hour holidays, except item number nine (9) below:

1) January 1st (New Year's Day)
2) Third Monday of January (Martin Luther King Jr. Day)
3) Third Monday in February (Presidents' Day)
4) Last Monday in May (Memorial Day)
5) July 4th (Independence Day)
6) First Monday in September (Labor Day)
7) November 11th (Veterans Day)
8) Fourth Thursday in November (Thanksgiving Day)
9) Fourth Friday in November (day after Thanksgiving)
10) December 24th (Christmas Eve), if it falls on a Monday through Thursday
11) December 25th (Christmas Day)
12) Nine (9) hours of floating holiday time

SECTION 2. FLOATING HOLIDAY. The nine (9) hours of floating holiday will accrue on January 1st of each year and is required to be utilized by December 31st of the year for which it was provided. Unused floating holiday hours shall be forfeited. Employees hired after January 1st of each year shall receive a prorated portion of the nine (9) hours. Floating holiday hours shall be taken at the convenience of the City with approval of the Department Head or duly authorized designee. Probationary employees are provided with, and are eligible to use, Floating Holiday and Holiday Hours according to the guidelines established in this Article, and/or, with approval of the Human Resources Director.

Employees who terminate employment with the City shall receive any remaining portion of their floating holiday in cash reimbursement.

SECTION 3. HOLIDAYS ON CERTAIN DAYS OF THE WEEK. In the event any of the above holidays fall on a Sunday, except Christmas Eve, the following day will be taken in lieu of the actual date on which the holiday falls. When any of the above holidays falls on a Saturday, except Christmas Eve, the preceding Friday will be taken in lieu of the actual date on which the holiday falls. When any of the above holidays,

falls on an employee's regularly scheduled day off during the week, except Christmas Eve, employees will be credited with nine (9) hours of holiday compensatory time. Accumulated holiday compensatory time must be used by the employee by June 30th of the same fiscal year in which it was accumulated or be forfeited.

SECTION 4. ELIGIBILITY TO RECEIVE HOLIDAY PAY. In order to be eligible to receive holiday pay, an employee must have worked, or be deemed to have worked because of an approved absence (e.g., sick leave, vacation, or compensatory time), the employee's regularly scheduled day before and regularly scheduled day after the holiday. Should an employee fail to work the employee's regularly scheduled day before and after the holiday, or if the employee is on an approved leave of absence without pay, the employee shall not be entitled to holiday pay. Probationary employees are provided with and are eligible to use floating holiday hours, according to the guidelines established in this Article, and/or with approval of the Human Resources Director.

SECTION 5. HOLIDAY DURING VACATION. Should one of the holidays listed above fall during an employee's vacation period while an employee is absent with pay, the employee shall receive holiday pay and no charge shall be made against the employee's accumulated vacation.

SECTION 6. COMPENSATION FOR HOURS WORKED ON OBSERVED CITY HOLIDAYS. All employees required to work on a holiday listed above shall receive, with the approval of their supervisor, holiday pay plus straight time pay for hours worked on the holiday, or time off equal to the number of hours the employee actually worked on the holiday. Employees who work in excess of their regular number of hours on a holiday listed above shall receive double time pay for all such hours actually worked. Employees shall receive no other compensation for working on a holiday.

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ARTICLE XII

VACATION

SECTION 1. VACATION ACCRUAL. All full-time, regular employees accrue paid vacation as follows:

Years of Service	Vacation Hours Per Year
1	80
2	96
3	104
4	112
5	120
6	124
7	128
8	132
9	136
10	140
11	144
12	148
13	152
14	156
15	160
16	164
17	168
18	172
19	176
20	180
21	184
22	188
23	192
24 or more	200

SECTION 2. VACATION USAGE AND ACCUMULATION. Vacation shall be taken at the convenience of the City with the approval of the Department Head or a duly authorized designee. Where possible, such vacation should be taken annually and not accumulated from year to year. Vacation hours not in excess of the equivalent number of hours earned in the immediately preceding twenty-four (24) month period may be accumulated with the permission of the Department Head and the Human Resources Director. Accrual of vacation hours shall cease if the accumulated vacation hours exceed equivalent number of hours earned in the immediately preceding twenty-four (24) month period. Vacation accruals will resume once the employee's accumulated vacation balance falls below the allowable limit.

Probationary employees accrue vacation but may not use vacation until six (6) months of active City service is complete, except in the event of a City Hall Holiday Closure. For probationary employees who were hired on or after July 1st of their year of hire shall be able to receive advancement of future vacation

time to cover the holiday closure occurring within their first year of employment. After the holiday closure, the amount of vacation advanced to an employee for the holiday closure must be returned to the employee's vacation bank at the rate of accrual to restore the negative balance. If the employee separates from employment with the City for any reason before the negative vacation balance is restored, the employee shall not be required to compensate the City for the remaining negative vacation balance as a result of vacation advanced to cover the closure.

SECTION 3. VACATION CONVERSION. An employee may convert up to fifty percent (50%) of current annual vacation accrual into cash in lieu of time off with pay. An employee requesting such a conversion must meet the eligibility requirements as set forth in Section 2, above, and may so convert twice in a fiscal year, however, the total amount converted per fiscal year shall not exceed fifty percent (50%) of the employee's annual accrual. Employees serving their initial probationary period shall not be eligible for vacation conversion.

On or before December 15, 2025, and every December 15th thereafter, a qualified employee who elects to cash out accrued vacation for the following year shall submit written request to the Human Resources Department stating their irrevocable election(s).

The City shall administer the cash out twice annually, starting in June 2026 and every June and December thereafter. The City shall make the cash outs in the second pay period in June and December. Such cash outs shall be paid at the employee's net salary hourly rate of pay.

SECTION 4. VACATION PAY-OUT UPON TERMINATION. Eligible full-time and part-time employees who terminate their employment with the City shall be paid for all accrued vacation, if any, and the prorated portion of their final accrual. Prorated vacation shall be on the basis of one-twelfth (1/12) of the employee's annual vacation pay for each full month of service.

ARTICLE XIII

PART-TIME AND TEMPORARY EMPLOYEE ELIGIBILITY FOR FRINGE BENEFITS

SECTION 1. DEFINITIONS. Nothing contained herein shall guarantee to any employee a specified number of hours per day or days per week or weeks per month or months per year of work. Employees who are not defined as full-time employees may be defined as follows:

A. Regular part-time employees shall be those employees scheduled in the budget to work twenty (20) or more hours per week on a year-round basis (52 weeks minus approved leave).

B. Temporary part-time employees shall be those employees scheduled in the budget to work less than twenty (20) hours per week on a year-round basis (52 weeks minus approved leave).

C. Seasonal employees shall be those employees who are scheduled in the budget to work on less than a year-round basis, regardless of total hours worked.

SECTION 2. REGULAR PART-TIME EMPLOYEES. Regular part-time employees shall receive fringe benefits in proportion to the number of hours an employee is scheduled in the budget to work compared to the normal forty (40) hour week on an annual basis.

The annual schedule for all part-time employees shall be on the City's position control and approved in the City's approved budget. This formula of proration shall apply to holiday pay, vacation, sick leave, medical insurance contribution, disability insurance contribution, and retirement contribution.

SECTION 3. TEMPORARY AND SEASONAL EMPLOYEES. Temporary and seasonal employees shall be entitled to receive no fringe benefits provided for in this MOU or in any resolution of the City, except those stated in Article XVIII, Section 2 of this MOU, or unless otherwise provided by Federal and/or State law.

ARTICLE XIV

LEAVES OF ABSENCE

SECTION 1. LEAVE OF ABSENCE WITHOUT PAY. For all regular employees as described herein, the following Leave Without Pay procedure shall apply:

A. After all available leave benefits, including vacation, compensatory time, and other leave benefits have been completely used, a regular employee, not under suspension, may make written application to the Department Head for leave without pay. No such leave will be considered absent a written application from the employee requesting leave.

B. If the Department Head and the Human Resources Director agree that such leave is merited and in the interest of the City, leave may be granted for a period not to exceed six (6) months following the date of expiration of all other allowable leave benefits.

C. An employee is ineligible to receive a step increase while on a leave of absence without pay. Step increases shall be delayed by the amount of time an employee is out on leave without pay status.

D. No employment or fringe benefits such as sick leave, vacation, health insurance, retirement, or any other benefits shall accrue to any employee on leave of absence without pay except as denoted under the FMLA section below. During such leave in excess of five (5) working days, no seniority shall be accumulated.

E. Subject to and consistent with the conditions of the group health, life or disability plan, coverage may be continued during a leave, provided direct payment of the total premium by the employee is made through and as prescribed by the Payroll Division of the City. The City will pay up to six (6) months of the Flexible Benefit Plan contribution for employees who are on long-term disability leave.

F. At the end of such leave, if the employee desires additional leave, written application must be made through the Department Head to the Human Resources Director at least ten (10) days before the end of the six (6) month period, stating the reasons why the additional leave is required and

why it would be in the best interest of the City to grant such leave of absence. If such additional leave is merited and would still preserve the best interests of the City, the Human Resources Director may approve such extension of the leave of absence for a period not to exceed an additional six (6) months.

G. If the employee does not return to work prior to or at the end of such leave of absence or extension of leave of absence, the City shall consider that the employee has terminated employment with the City.

H. An employee on leave must give the City at least seven (7) days' written notice of intent to return to work prior to returning to work.

I. Any employee who engages in outside employment during said leave of absence without prior notification and approval of the Human Resources Director and Department Head may be subject to termination.

J. Any employee who falsifies the reason for the request for said leave of absence may be terminated for falsifying a request for leave of absence or extension thereof.

K. Such leave shall be granted on the same basis for pregnancy, childbirth, and other medically related conditions, except that such an employee shall retain all seniority rights.

L. Forms setting forth the benefits available and other pertinent information shall be maintained for distribution in the Human Resources Department.

M. Management will allow an employee to take a leave of absence without pay during a City Hall Holiday Closure without having to exhaust all accrued leave benefits on the books. During said closure, employees will not see a reduction in benefits, including no loss of eligibility for holiday pay, if leave without pay hours are used during the closure (i.e., the day after Christmas Day and/or working day before the New Year's Day).

SECTION 2. JURY DUTY AND WITNESS SERVICE FOR THE CITY.

A. Jury Duty. When required to serve on a jury, all employees shall have time off for a period not to exceed thirty (30) calendar days for each jury duty summons which an employee responds to per calendar year. Employees shall receive their regular pay for the period of actual service required on the jury, provided all jury fees paid to the individual employee are turned over to the City, with the exception of automobile expenses allowed.

If an employee is required to call in for jury service and the court does not need the employee's service, the employee is expected to report to work. Once an employee has completed jury service, the Certificate of Jury Service must be provided to the immediate supervisor to qualify for jury duty compensation.

B. Witness Service for the City. If an employee is called as a witness, on behalf of the City, the employee shall receive normal pay for time spent by the employee serving as a witness for the City. Employees shall be required to pay any witness fees that accrue to the employee for witness service to the City as a condition of receiving normal pay while serving as a witness for the City.

SECTION 3. MILITARY LEAVE OF ABSENCE. If an employee is deployed or required to attend military training, the employee shall be entitled to military leave of absence under the provisions of Federal and State laws including Uniform Services Employment and Re-employment Rights Act (USERRA) and the California Military and Veterans' Code. Employees must provide a copy of their military orders and Leave and Earnings Statements (LES) if requested, to the Human Resources Department to qualify for a military leave of absence. Any exceptions to this provision shall be considered on a case-by-case basis, with final approval of the Human Resources Director.

SECTION 4. SICK LEAVE. Sick leave with pay shall be allowed, credited, and accumulated in accordance with the following:

A. For employees working a regular forty (40) hour week, eight (8) hours of sick leave will accrue for each month of continuous service. Probationary employees may use accrued sick leave during the probationary period.

B. All non-benefited employees shall receive sick leave as required by State law.

C. Sick leave will be charged at the rate of one-quarter (¼) hour for each one-quarter (¼) hour an employee is absent.

D. Any employee eligible for sick leave with pay may use such leave for the following reasons:

    1) Medical, dental, and vision office appointments during work hours when authorized by the Department Head or duly authorized designee; and/or

    2) Personal illness or physical incapacity resulting from causes beyond the employee's control; including pregnancy, childbirth and other medically related conditions.

    3) For an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a).

    4) No employee shall be eligible or entitled to sick leave with pay for any illness or injury arising out of and in the course of City employment.

E. Sick Leave Application. Sick leave may be applied only to absence caused by illness or injury of an employee and may not extend to absence caused by illness or injury of a member of the employee's family except as provided in Section 5 below.

F. Sick Leave Charged. In any instance involving use of a fraction of a day's sick leave, the minimum charged to the employee's sick leave account shall be one-quarter (¼) hour, while additional actual absence of over one-quarter (¼) hour shall be charged to the nearest one-half (½) hour. Sick leave shall only be used for the purposes stated, and the Department Head shall be responsible for control of employee abuse of sick leave. Employees may, upon prior notice, be required to furnish a certificate issued by a licensed physician or nurse or other satisfactory written evidence of any subsequent illness.

G. Maximum Accumulation of Sick Leave. Employees shall be allowed to accumulate sick leave to a maximum of nine hundred sixty (960) hours. There shall be no accrual of sick leave hours in excess of such maximum.

H. Retirement from City Service and Entering CalPERS as a Retired Annuitant. Upon retiring from City service and entering CalPERS as a Retired Annuitant, an employee shall receive no pay for the first sixty (60) days of accrued sick leave (0 - 480 hours), but shall receive twenty-five percent (25%) pay for the first thirty (30) days of accrued sick leave after the first sixty (60) days of accrued sick leave (481 - 720 hours), and fifty percent (50%) of all accrued sick leave thereafter (721 - 960 hours).

I. Death of an Employee. Upon the death of an employee while employed by the City, one hundred percent (100%) of all accrued sick leave benefits shall be paid to the beneficiary of the deceased employee. Payment will be made when proper authorization for payment is received from the estate of the decedent employee.

J. Sick Leave Conversion.

1) Eligible employees with sick leave usage of zero (0.0) to thirty-six (36.0) hours per payroll calendar year shall have the option to convert up to thirty (30) hours of their unused sick leave to vacation in the first pay period of the following year.

2) Eligible employees with sick leave usage of thirty-six and one-quarter (36.25) to forty-five (45.0) hours per payroll calendar year shall have the option to convert up to twenty (20) hours of their unused sick leave to vacation in the first pay period of the following year.

3) Sick leave used under the Family and Medical Leave Act (FMLA) shall not be counted towards an employee's sick leave conversion to vacation total.

4) Employees must have a minimum balance of one hundred forty (140) hours of sick leave available after conversion.

5) However, no hours will be converted to vacation if said vacation conversion places the employee's vacation bank over the maximum allowable accrual. In this case, all sick leave hours eligible for conversion will instead remain in the employee's sick leave account up to the nine hundred sixty (960) hour limit.

SECTION 5. FAMILY LEAVE. In accordance with the California Family Sick Leave and Paid Sick Leave Acts, employees are allowed up to one-half (½) of their annual accrual of sick leave per calendar year for family related illness or injury, which shall be charged against the employee's accumulated sick leave. Family as used in this subsection is limited to any relation by blood, marriage or adoption who is a member of the employee's household; and any parent, substitute parent, parent-in-law, spouse, registered domestic partner, child, brother, sister, grandchild or grandparent of the employee, or "designated person" pursuant to AB1041, regardless of place of residence. Benefited part-time employees are allowed to use up to one-half (½) of their annual accrual of sick leave for family leave purposes.

SECTION 6. BEREAVEMENT LEAVE. Regular full-time employees shall be entitled to take up to five (5) days of paid bereavement leave per incident. The following terms and conditions apply:

A. Bereavement leave may only be used upon the death, or critical illness where death appears to be imminent, of the employee's immediate family. "Immediate family" as used in this subsection shall be limited to any relation by blood, marriage, or adoption, who is a member of the employee's household; and any parent, legal guardian, parent-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, spouse, registered domestic partner, child, brother, sister, or registered domestic partner of the employee, regardless of place of residence.

B. Days of absence due to bereavement leave shall not exceed five (5) working days per incident and shall not be deducted from the employee's accumulated sick leave. An employee on bereavement leave shall inform the immediate supervisor of the fact and the reasons therefore as soon as possible. Failure to inform the immediate supervisor, within a reasonable period of time, may be cause for denial of bereavement leave with pay for the period of absence.

SECTION 7. WORKERS' COMPENSATION. Association employees who incur a work-related injury or illness will be eligible to receive Workers' Compensation benefits according to the State of California's Division of Workers' Compensation (DWC) laws and regulations.

A. Temporary Disability. An Association employee shall be granted Temporary Disability in accordance with the current State of California's Division of Workers' Compensation laws and regulations. When an Association employee is eligible to receive Temporary Disability payments, the City will contribute additional compensation to allow the employee to receive one hundred percent (100%) of their regular rate of pay, or provide full salary continuance, for the first thirty (30) days starting from the first day of Temporary Disability. The employee will then receive eighty percent (80%) of salary for up to an additional three hundred thirty-five (335) calendar days. Temporary Disability in excess of three hundred sixty-five (365) days will be provided at the regular temporary disability rate to the current State Workers' Compensation laws and regulations.

B. Claims Pending Compensation Determination. When a claim is pending a compensability decision while in a delayed or denied status, and the employee is losing time off from work, the employee can use their own accruals (sick, vacation, compensatory time, etc.). If the claim is accepted, the employee's accruals will be credited based on the dates that meet the Temporary Disability criteria under the State of California's Division of Workers' Compensation.

C. Physician Pre-Designation. Before a work-related injury, an employee may elect to pre-designate a qualified medical provider if done in accordance with the State of California's Division of Workers' Compensation laws and regulations.

D. Fringe Benefits. An employee receiving Temporary Disability benefits will continue to receive the City's contribution to the employee's medical, dental, vision and other applicable insurances. All authorized deductions will continue as though the employee is on regular work status. If the employee has exhausted Temporary Disability benefits, the employee shall be responsible for paying the full premium for the employee's medical, dental, vision, and other applicable insurances.

E. An employee receiving temporary disability payments in accordance with the current State of California's Division of Workers' Compensation laws and regulations may use a prorated amount of accumulated leave (including sick leave, vacation, compensatory time, etc.) to supplement

temporary disability payments to reach the amount equal to the employee's full regular pay until the employee's leave balances reach zero (0). At that time, the employee may request a Leave Without Pay.

SECTION 8. FAMILY AND MEDICAL LEAVE ACT (FMLA). Federal and State laws require the City to provide family and medical care leave for eligible employees. The following provisions set forth employees' and employer's rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the City's Employee Handbook. Any provisions not set forth in the Employee Handbook are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act (FMLA) of 1993 and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA) (Government Code Section 12945.2). Unless otherwise provided, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA. An employee's request for leave is subject to review and final approval of the Human Resources Director.

A. Amount of Leave. Eligible employees are entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

B. Calculating the 12-Month Period. The twelve (12) month period for calculating leave entitlement will be a "rolling period" measured backward from the first date leave is taken and continues with each additional leave day taken. Thus, whenever an employee requests leave, the City will look back over the previous twelve (12) month period to determine how much leave has been used in determining how much leave an employee may be entitled to.

C. Use of Other Accrued Leaves While on Leave. If an employee requests leave for any reason permitted under the law, all accrued paid leave must be exhausted (except sick leave) in connection with the leave. This includes vacation, holiday, compensatory time, and other paid leaves. If an employee requests leave for a serious health condition, in addition to exhausting accrued leave, the employee must also exhaust sick leave. The exhaustion of accrued paid leave will run concurrently with FMLA.

D. Required Forms. Employees must fill out required forms, available in the Human Resources Department, including: Request for Family Medical Leave; Medical Certification; Authorization for Payroll Deductions for Benefit Coverage Continuation During Family/Medical Care Leave; and Fitness-for-Duty to return from leave (if applicable).

ARTICLE XV

FRINGE BENEFIT ADMINISTRATION

SECTION 1. ADMINISTRATION. The City reserves the right to select the insurance carrier or administer any fringe benefit programs that now exist or may exist in the future during the term of this MOU.

SECTION 2. SELECTION AND FUNDING. In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this MOU, provided that the benefits of the employees shall be no less than those in existence as of implementation of this MOU.

SECTION 3. CHANGES. If, during the term of this MOU, any change of insurance carrier or method of funding for any benefit provided herein occurs, the City shall notify the Association prior to any change of insurance carrier or method of funding the coverage.

ARTICLE XVI

HEALTH BENEFITS

SECTION 1. HEALTH INSURANCE. The City contracts with CalPERS to make available those health insurance benefits provided under the Public Employees' Medical and Hospital Care Act (PEMHCA).

A. Flexible Benefits Plan. The City shall provide a Section 125 Flexible Benefits Plan for active full-time and part-time eligible employees and pay the following monthly amounts to provide funds for optional health plans, dental plans, vision plans, health care reimbursement, dependent care, or cash as established by the Internal Revenue Service. The following amounts include the minimum amount required under PEMHCA, which is one hundred fifty-eight dollars ($158.00) per month effective January 1, 2025, and one hundred sixty-two dollars ($162.00) per month effective January 1, 2026. This contribution may be adjusted annually each January 1st to the amount set by the CalPERS Board of Administration.

Effective Dates	Single	2-Party	Family
January 1, 2025	$1,095.00	$1,670.00	$2,095.00
January 1, 2026	$1,095.00	$1,715.00	$2,170.00

B. Any costs in excess of the amounts designated in Section 1A necessary to maintain benefits under any benefits plans selected by the employee shall be borne by the employee.

C. An employee cannot be enrolled in the CalPERS Health Benefits Plan if a spouse is enrolled in the same agency or enrolled in an agency with CalPERS Health unless the employee (or the spouse) is enrolled without being covered as a family member.

D. An employee may choose to not be enrolled in a CalPERS Health Benefits Plan. If an employee chooses not to be enrolled in the health plan, the employee must provide proof of group medical insurance coverage (e.g., coverage under a spouse's employer's plan) that is compliant with the Affordable Care Act (ACA), as determined by the Human Resources Director. Based on determination that group medical insurance coverage is in full force and effect, employees hired prior to January 1, 2020 shall receive nine hundred ninety-five dollars ($995.00) per month toward the Flexible Benefits Plan. Employees hired after January 1, 2020 who elect to waive the City's medical insurance shall receive four hundred dollars ($400.00) per month.

E. In the event the employee loses eligibility (with documentation), the employee may enroll in the CalPERS Health Benefits Plan pursuant to their rules and regulations. Failure to do so within sixty (60) days, shall result in the City seeking reimbursement of said contributions.

F. Retired Annuitant Contribution. The City shall contribute toward the payment of premiums under the CalPERS Health Benefits Plan to each eligible retired annuitant of CalPERS to the extent required by law, a contribution of one hundred fifty-eight dollars ($158.00) per month effective January 1, 2025 and one hundred sixty-two dollars ($162.00) per month effective January 1, 2026. This contribution shall be adjusted annually each January 1st to the amount set by the CalPERS Board of Administration.

SECTION 2. LIFE INSURANCE. The City shall contribute the full premium toward a fifty-thousand dollar ($50,000.00) life insurance policy for each benefited employee.

SECTION 3. LONG TERM DISABILITY INSURANCE. The City shall contribute the full premium toward a long-term disability plan that pays sixty percent (60%) of salary after a sixty (60) day elimination period to a maximum of six thousand dollars ($6,000.00) per month.

SECTION 4. RETIREMENT HEALTH SAVINGS PLAN (RHSP) TRUST. The City allows the Association to establish an RHSP trust for its employees. The City will not contribute to this plan, as all costs and contributions of the Plan will be borne by the employees. The Association will sponsor said plan, and indemnify and release the City from any and all plan liability. The City will provide logistical payroll support. The responsibility for the maintenance and investment of the plan funds rests solely with the Association.

ARTICLE XVII

EDUCATIONAL ASSISTANCE, PROFESSIONAL DEVELOPMENT, AND WELLNESS PROGRAM

Educational assistance and professional development reimbursement payments to an employee shall not exceed one thousand five hundred dollars ($1,500.00) in any one (1) fiscal year and the individual must still be employed by the City when the course is completed to qualify for reimbursement. Courses/purchases must be approved in advance by the Department Head and the Human Resources Director prior to registration. Employees with a future separation date on file are ineligible for this benefit.

SECTION 1. EDUCATIONAL ASSISTANCE. The City will reimburse employees for the cost of tuition, textbooks, health fees, lab fees, and parking fees required for approved accredited college courses, as well as job-required licensing, testing, renewal, and registration fees. An approved course is one designated to directly improve the knowledge of the employee relative to the specific job or courses leading to an accredited degree or certificate program. Reimbursement will be based upon the final grade received. A final grade of C or better qualifies an employee for reimbursement up to the amount specified.

SECTION 2. PROFESSIONAL DEVELOPMENT. The City will reimburse employees for course materials that aid in an employee's professional development. Reimbursable activities include the following:

A. Attendance at job-related professional conferences, trainings, and seminars; and

B. Payment of membership dues in community or professional organizations; and

C. Purchase of job-related professional journals, books, and other written materials, which further the employee's knowledge and improve the employee's effectiveness in performing their duties.

This professional development benefit encourages employees to voluntarily pursue educational and professional development activities beyond those normally budgeted for by their departments. Costs associated with work travel, lodging, meals (or per diem), parking, or other costs as defined in Article XX of this MOU are ineligible for reimbursement under this section.

SECTION 3. WELLNESS REIMBURSEMENT. The City agrees to allow up to three hundred seventy five dollars ($375.00) of the one thousand five hundred dollars ($1,500.00) allotted per fiscal year towards reimbursement for any combination of items A, B, and/or C below that aid in an employee's wellness. Requests must be approved by the Human Resources Director prior to purchase or participation.

A. Membership in a health/fitness club;

B. Participation in a weight loss/stop smoking/wellness/fitness program; and

C. Fitness equipment/home gym equipment.

The City will not reimburse employees for any of the above listed activities for family/dependent health-related expenses. Employees with a future separation date on file are ineligible for this benefit.

SECTION 5. EDUCATION PROGRAM FOR BUILDING INSPECTOR/COMBINATION BUILDING INSPECTOR.

A. All employees classified as a Building Inspector or Combination Building Inspector shall be eligible for this program

B. To qualify for the incentive, eligible employees shall become and remain certified by the International Code Council (ICC) as a Combination Building Inspector in one of the following disciplines:

1) Plumbing;

2) Electrical;

3) Mechanical;

4) Plans Examiner; or

5) Any other discipline approved by the Chief Building Official and Community Development Director that may be offered by ICC in the future.

Failure to maintain certification in the required disciplines through re-examination shall result in such inspector no longer qualifying for the incentive.

C. Employees who qualify as set forth above shall be compensated by an additional one hundred dollars ($100.00) per month. This form of compensation, also referred to as "Educational Pay - International Code Council (ICC) Certificate", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(2), and pensionable compensation for PEPRA Members pursuant to CalPERS Regulations, Section 571.1(b)(2). However, it is ultimately CalPERS who determines if any form of pay is reportable special compensation.

D. The City shall pay ICC certification fees upon passing initial and re-certification examinations.

SECTION 6. CERTIFICATION REIMBURSEMENT PROGRAM FOR SENIOR CODE COMPLIANCE OFFICER, CODE COMPLIANCE OFFICER, ASSISTANT OR ASSOCIATE PLANNER.

Employees classified as a Senior Code Compliance Officer, Code Compliance Officer, or Assistant or Associate Planner, shall be eligible for this program. To qualify for the reimbursement, eligible Code Compliance Officers shall become certified by the California Association of Code Enforcement Officers (CACEO); eligible Planners shall become certified by the American Institute of Certified Planners (AICP). The City shall reimburse up to three hundred dollars ($300.00) for CACEO and AICP testing fees upon successful completion of the examination.

ARTICLE XVIII

RETIREMENT

SECTION 1. The City participates in the California Public Employees' Retirement System (CalPERS). This participation shall include, but is not limited to, the following retirement benefits:

A. PEPRA Members. Miscellaneous employees who are PEPRA Members of CalPERS as defined by California Government Code Section 7522.04(f) are subject to the 2% @ age 62 retirement formula as set forth in California Government Code Section 7522.20. PEPRA Members are subject to the three (3) year final compensation measurement period as set forth in California Government Code Section 7522.32. PEPRA Members shall contribute half of normal cost of retirement as determined by CalPERS from their pensionable compensation, on a pre-tax basis, as set forth in California Government Code Section 7522.30. In all other respects, PEPRA Members shall be subject to the terms and requirements of PEPRA.

B. Classic Members. Miscellaneous employees who are not defined as PEPRA Members as outlined in Section A above are defined as Classic Members of CalPERS and are subject to the 2.7% @ age 55 retirement formula as set forth in California Government Code Section 21362.2. Classic Members are subject to the one (1) year final compensation measurement period set forth in California Government Code Section 20042. Classic Members shall contribute eight percent (8.0%) of their compensation earnable, on a pre-tax basis.

SECTION 2. PART-TIME EMPLOYEES. Part-time employees not covered under the Public Employees' Retirement System shall participate in a defined contribution retirement plan in lieu of Social Security contributions. The City shall contribute three and three-fourths percent (3.75%) of the employee's eligible earnings toward the retirement plan. Part-time employees shall contribute three and three-fourths percent (3.75%) of their eligible earnings toward the retirement plan.

SECTION 3. 1959 CALPERS SURVIVOR BENEFIT. The City provides the 1959 CalPERS Survivor Benefit at the Fourth Level Option as forth in California Government Code Section 21574 for all covered employees. Employees shall pay their two dollar ($2.00) monthly contribution through payroll deduction. The City shall pay the employer portion subject to the following limit: six dollars ($6.00) per month. Employees shall pay any portion of the employer portion that exceeds six dollars ($6.00) monthly.

ARTICLE XIX

MISCELLANEOUS

SECTION 1. RIDESHARE INCENTIVE PROGRAM. An employee may receive thirty dollars ($30.00) per month and eight (8) hours of paid time off (to a maximum accrual of sixteen (16) hours) every six (6) months for carpooling, using public transportation, biking, walking, or other approved modes of transportation to commute to and from the worksite. To qualify for these incentives, an employee must use one (1) of the above modes of transportation a minimum of seventy percent (70%) of their commuting time.

SECTION 2. UNIFORMS.

A. The City may purchase uniforms for designated classifications within the Association. All uniforms and/or safety equipment purchased by the City shall remain the property of the City.

B. Employees in the classifications of Senior Traffic Signal Technician, Stock Clerk, Traffic Management Center Technician, Traffic Signal Technician I/II, and Warehouse/Inventory Specialist shall receive up to one hundred thirty-five dollar ($135.00) reimbursement allowance for the purchase of blue work pants (including but not limited to blue jeans, Dickies, Red Kap) as determined by the Department Director or their designee. This form of pay, also referred to as "Uniform Allowance", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(5). However, it is ultimately CalPERS who determines if any form of pay is reportable special compensation.; Uniform allowance is not pensionable compensation for PEPRA Members.

SECTION 3. WORK SHOE VOUCHER. Employees in designated classifications covered by this MOU may be required to wear compression resistant footwear (safety footwear) while on duty. An employee classified as Assistant Engineer, Associate Civil Engineer, Building Inspector, Buyer, Code Compliance Officer, Combination Building Inspector I/II, Construction Inspector I/II, Contract Administrator, Engineering Technician I/II, Environmental Compliance Specialist, Environmental Scientist, Senior Code Compliance Officer, Senior Traffic Signal Technician, Stock Clerk, Traffic Signal Technician I/II, and Warehouse/Inventory Specialist, will receive up to five hundred fifty dollars ($550.00) per fiscal year for

safety boots allowance. An inspection of the worksite will be made on a regular basis to ascertain compliance with this safety shoe program.

SECTION 4. BREAKS. Employees are entitled to two (2) fifteen (15) minute breaks, unless an emergency requires continued work, as determined by the employee's supervisor. An employee shall be permitted to take one (1) break during the first half of the work shift and one (1) break during the second half of the work shift. Breaks shall be scheduled to ensure that public counters and telephones are covered at all times during the regular working day and are intended to provide a period of relaxation and/or nutrition during each half of the work shift. If a break is not taken, it shall not be accumulated, but shall be lost and not charged in the future to the City.

SECTION 5. DIRECT DEPOSIT. City employees are required to participate in the City's direct paycheck deposit program.

SECTION 6. SHORT-TERM DISABILITY INSURANCE. The City shall administer payroll deductions for an employee-funded short-term disability insurance plan. The Association will indemnify and release the City from all liabilities related to the selected plan, and the City shall not incur cost as a result of this action.

ARTICLE XX

TRAVEL EXPENSE ALLOWED

The City has established a Travel and Business Expense Reimbursement policy (Administrative Policy Number 4.13) to reimburse City employees when conducting City business, attending business or professional conferences, training seminars, or other travel on authorized City business.

Any employee who is required to travel in the performance of their duties or to attend an authorized meeting or conference or otherwise incurs expenses relating to the conduct of City business shall be reimbursed for reasonable expenses incurred for transportation, meals, lodging, and incidentals as outlined in the Finance Policy referenced above.

Travel related to Professional Development as outlined in Article XVII, Section 3 is excluded from this provision.

ARTICLE XXI

SAFETY AND HEALTH

SECTION 1. The City and its employees agree to comply with all applicable Federal, State, and Local laws as well as any City policies which relate to health and safety. In addition, the City and the Association agree to actively pursue the continuation of safe working procedures and environments.

SECTION 2. SAFETY EQUIPMENT. All protective clothing or protective devices required of employees in the performance of their duties shall be furnished without cost to the employees by the City.

ARTICLE XXII

CITY MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 1. The City reserves, retains, and is vested with, solely and exclusively, all rights and responsibilities of Management which have not been expressly abridged by specific provisions of this MOU or by law to manage the City, as such rights and responsibilities existed prior to the execution of this MOU. The sole and exclusive rights of Management, as they are not abridged by this MOU or by law, shall include, but not be limited to, the following rights:

A. To manage the City generally and to determine issues of policy.

B. To determine the existence or non-existence of facts which are the basis of Management decisions.

C. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services.

D. To determine the nature, manner, means, and technology, and extent of services to be provided to the public.

E. To determine methods of financing.

F. To determine the types of equipment or technology to be used.

G. To determine and/or change the facilities, methods, technology, means, and size of the workforce by which the City operations are to be conducted.

H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.

I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.

J. To relieve employees from duties for lack of work, economic conditions, or similar non-disciplinary reasons.

K. To establish and modify productivity and performance programs and standards.

L. To discharge, suspend, demote, or otherwise discipline employees for proper cause.

M. To determine job classifications and to reclassify employees and to determine the job classifications to be assigned to the Association.

N. To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this MOU.

O. To determine policies, procedures, and standards for selection, training, and promotion of employees.

P. To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.

Q. To maintain order and efficiency in its facilities and operations.

R. To establish, modify, and promulgate reasonable rules and regulations which are not in contravention with this MOU to maintain order and safety in the City.

S. To take any and all necessary action to carry out the mission of the City in emergencies.

SECTION 2. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Management's rights shall impact on a significant number of employees of the Association, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this MOU or in Personnel Rules and Salary Resolutions and Administrative Policies, which are incorporated in this MOU. By agreeing to meet and confer with the Association as to the impact and the exercise of any of the foregoing City Rights, Management's discretion in the exercise of these rights shall not be diminished.

ARTICLE XXIII

EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

SECTION 1. ASSOCIATION DEDUCTIONS. The City shall deduct Association dues and supplemental benefit payments from employee paychecks on a bi-weekly basis. The City shall process these deductions based on the information certified to be current by the Association. The total amount of deduction shall be remitted by the City to the Association within ten (10) calendar days of each applicable payday.

SECTION 2. INDEMNIFICATION. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit, to the Association, monies deducted from the employees pursuant to this Article.

SECTION 3. NEWLY HIRED EMPLOYEES. The City will provide the Association with a list of any new hires into the bargaining unit within thirty (30) days of receipt of a request for such list by the Association.

SECTION 4. POSTING OF NOTICES. The Association shall be afforded the opportunity to post Association bulletins, updates, and notices pertaining to Association business and meetings.

SECTION 5. USE OF CITY FACILITIES. Upon prior notice and subject to availability, the City shall allow the Association to use City facilities for membership, Board of Directors, and committee meetings.

ARTICLE XXIV

GRIEVANCE PROCEDURE

SECTION 1. DEFINITION OF GRIEVANCE. A grievance shall be defined as a timely complaint by an employee or group of employees of the Association concerning the interpretation or application of specific provisions of this MOU or of the Rules and Regulations governing personnel practices or working conditions of the City. An employee complaint concerning their own discipline shall be processed in accordance with Article XXV.

SECTION 2. BUSINESS DAYS. Business days means those days in which the City's administrative offices are open.

SECTION 3. TIME LIMITS FOR FILING WRITTEN FORMAL GRIEVANCES. The time limits for filing written formal grievances shall be strictly construed, but may be extended by mutual agreement evidenced, in writing, and signed by a duly authorized representative of the City and the grieving party. Failure of the grieving party to comply with any of the time limits set forth hereunder shall constitute waiver and bar further processing of the grievance. Failure of the City to comply with time limits set forth in this Section shall automatically move the grievance to the next level in the Grievance Procedure. The grieving party may request the assistance of the Association in presenting a grievance at any level of review or may represent themselves.

SECTION 4. INFORMAL GRIEVANCE PROCESS. An employee must first attempt to resolve a grievance on an informal basis by discussion with an immediate supervisor without undue delay. Every effort shall be made to find an acceptable solution to the grievance by these informal means at the most immediate level of supervision. At no time may the informal process go beyond the division head concerned. In order that this informal procedure may be responsive, all parties involved shall expedite this process. In no case may more than ten (10) business days elapse from the date of the alleged incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the facts giving rise to the grievance and the filing of a written formal grievance with the Human Resources Director of the City, with a copy to the Department Head in which the employee works. Should the grievant fail to file a written grievance within ten (10) business days from the date of the incident giving rise to the grievance, or when grievant knew or should have reasonably become aware of the facts giving rise to the grievance, the grievance shall be barred and waived.

SECTION 5. FORMAL GRIEVANCE PROCESS, HUMAN RESOURCES DIRECTOR, DEPARTMENT HEAD. If the grievance is not resolved through the informal process, and the written grievance is filed within the time limits set forth above, the grievant shall discuss the grievance with the Human Resources Director and the Department Head within ten (10) business days. The Human Resources Director and the Department Head shall render a decision and comments, in writing, regarding the merits of the grievance and return them to the grievant within five (5) business days following the grievance discussion.

SECTION 6. FORMAL GRIEVANCE PROCESS, CITY MANAGER. If the grievance is not resolved in Section 5 above, or if no answer has been received from the Human Resources Director and Department Head within fifteen (15) business days from the presentation of the written grievance to the Human Resources Director and Department Head, the grievant may present a written grievance to the City

Manager, or a duly authorized designee within ten (10) business days, for determination. Failure of the grievant to take this action shall constitute a waiver and bar to the grievance, and the grievance will be considered settled on the basis of the last Management grievance response. The City Manager, or duly authorized designee, shall render a final decision on the merits of the grievance and comments, in writing, and return them to the grievant within ten (10) business days after receiving the grievance. After this procedure is exhausted, the grievant, Association, and the City shall have rights and remedies to pursue said grievance under the law. The City shall instruct its supervisors on the proper use and implementation of this grievance procedure and every reasonable effort shall be made by the employee and supervisor to resolve the grievance at the informal step.

ARTICLE XXV

DISCIPLINARY APPEALS PROCEDURE

SECTION 1. DISCIPLINARY APPEALS. Any employee who has obtained regular status, and any promotional probationary employee shall have the right to appeal any termination, suspension, reduction in salary, or non-probationary demotion. The right to appeal shall not apply to probationary, non-benefited part-time, temporary, or seasonal employees covered by this MOU. Verbal or written reprimands, probationary demotions, performance evaluations, and denial of merit increases are not subject to appeal. However, an employee may submit a written rebuttal to any verbal or written reprimand. In addition, the employee may also request said reprimand be withdrawn from their official personnel record after one (1) year. However, such removal shall be at the sole, non-grievable discretion of the Human Resources Director.

SECTION 2. MANAGER'S FORMAL DISCIPLINARY APPEALS PROCESS. An employee desiring to appeal a supervisor's decision to take disciplinary action shall have up to ten (10) business days after receipt of the notice of intent to discipline to file either a verbal or written appeal to the Department Head. If, within the appeal period, the employee does not file an appeal, unless good cause for the failure is shown, the disciplinary action shall be considered final and shall take effect as prescribed. If the employee does file a notice of appeal within the appeal period, the Department Head shall consider the merits of said appeal prior to implementation of any disciplinary action. In the event the Department Head upholds the disciplinary action, said action shall be implemented immediately.

An employee may appeal the Department Head's decision to the City Manager or, duly authorized designee, as long as such designee is not a manager from the department of the employee filing said appeal. An employee may appeal any termination, suspension, reduction in salary, or non-probationary demotion to the City Manager or duly authorized designee. Any request for an appeal to the City Manager shall be submitted in writing to the Human Resources Department within ten (10) business days of the Department Head's decision. Failure to do so shall render the discipline final and constitute a waiver of any further administrative or judicial appeals. The appeal to the City Manager may be either in the form of a written appeal or an oral presentation. Termination appeals may be further processed in accordance with the provisions of Section 3 below.

SECTION 3. FORMAL PROCESS FOR TERMINATIONS, ADVISORY HEARING OFFICER. A non-probationary terminated employee may request a full evidentiary hearing within fifteen (15) City business days of the date of any notice of termination. Failure to request a hearing within the fifteen (15)

day period constitutes a waiver of the hearing. In lieu of a hearing, a terminated employee may submit a written response to the City Manager within the fifteen (15) day period. Requests for extensions to file a written response must be made within the fifteen (15) day period, and may be granted at the sole non-grievable discretion of the City Manager or duly authorized designee. If a hearing is requested to challenge the imposition of termination, a full evidentiary hearing shall be held by a Hearing Officer who shall render an advisory decision to the City Manager.

If the parties cannot agree on the identity of the Hearing Officer, the parties shall procure from the State Mediation and Conciliation Service a list of seven (7) qualified Hearing Officers. Each party shall alternately strike one (1) name from the list until only one (1) person remains, who shall be the Hearing Officer. The determination as to which party strikes first shall be made on a random basis.

A. Fees for retaining the Hearing Officer and other costs related to conducting the hearing, for example employing a court reporter, shall be shared equally by the City and the employee. The City and the employee shall each be responsible for securing and paying for their respective representation at the hearing, if any.

B. The Hearing Officer shall determine whether good cause exists for the imposition of the termination and, if not, the appropriate degree of discipline. The advisory decision of the Hearing Officer is remitted to the City Manager for final disposition.

C. The City Manager, or duly authorized designee, shall render a final decision on the Hearing Officer's comments and recommendation, in writing, and return them to the employee within ten (10) business days after receiving the Hearing Officer's advisory findings.

D. After this procedure is exhausted, the employee and the City shall have all rights and remedies to pursue said appeal under the law.

ARTICLE XXVI

NO STRIKE-NO LOCKOUT

SECTION 1. PROHIBITED ASSOCIATION CONDUCT. The Association, its officers, agents, representatives and/or members agree that during the term of this MOU, they will not cause or condone any strike, walkout, slowdown, sick-out, or any other job action by withholding or refusing to perform services.

SECTION 2. PROHIBITED CITY CONDUCT. The City agrees that it shall not lock out its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this MOU or applicable ordinance or law.

SECTION 3. Any employee who participates in any conduct prohibited in Section 1 above may be subject to termination by the City.

SECTION 4. In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed in Section 5 below, the Association Responsibility, the City may suspend any and all of the rights, privileges, accorded to the Association under the Employee Relations Resolution in this MOU, including, but not limited to, suspension of recognition of the Association, grievance procedure, right of access, the use of the City's bulletin boards, and facilities.

SECTION 5. ASSOCIATION RESPONSIBILITY.

A. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 1 above, the Association or its duly authorized designees shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and they should immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

B. If the Association performs all of the responsibilities set forth in paragraph A above, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this MOU in violation of Section 1 above.

ARTICLE XXVII

ASSOCIATION RELEASE TIME

Upon request and with prior approval by the City, employees elected to the Association Board will be granted release time to perform Association functions. All Association release time must be fully documented on employee timesheets in a manner specified by the City.

ARTICLE XXVIII

LAYOFF PROCEDURE

When a layoff or reduction in force is necessary, the layoff procedures set forth in Resolution No. 8177, as incorporated below, shall be used as the established layoff policy and procedure.

SECTION 1. PURPOSE. The purpose of this policy is to establish and communicate the City's procedures when a layoff or reduction in force is necessary.

SECTION 2. SCOPE. All Association employees are subject to reduction in force at the direction of the City Manager or duly authorized designee.

SECTION 3. POLICY. The City retains the right to abolish any position, reduce the workforce and layoff employees when it becomes necessary due to economic conditions, organizational changes, lack of work, or because the necessity for a position no longer exists. The City's layoff policy provides the following criteria to be followed during a reduction in force.

SECTION 4. PROCEDURE.

A. Order of Reductions in Force (Layoff and Demotion). Within a department and by classification, the order of layoff or demotion shall be as follows:

1) Temporary employees (19 hours or less);

2) Initial probationary employees;

3) Regular part-time employees (20 or more hours, but less than 40 hours);

4) Regular full-time employees (40 hours)

For purposes of this procedure, the Water Division will be considered a department.

B. Layoffs.

1) Layoffs shall be based on City-wide seniority, except, negative performance during the past three (3) years will be considered to determine the order of layoff. Negative performance and disciplinary actions will include the following:

a) Denial of merit increases;
b) Suspension without pay;
c) Extensions of probationary periods;
d) Disciplinary demotions to lower level positions;
e) Disciplinary reductions in pay;
f) Performance evaluations containing significant, negative written comments indicating improvement needed and warning of further consequences to follow if improvement fails to occur.

A single negative disciplinary action as described above will not reduce the employee's seniority. However, each additional disciplinary action during the three (3) year period will reduce the employee's seniority by two (2) years for each additional occurrence, for a total possible reduction of six (6) years.

2) The order of layoff shall be established by the Human Resources Director, including seniority and results of review of performance evaluations and prior disciplinary actions.

3) The order of layoff will be from the least senior employee as determined by the procedure above.

4) Prior to the establishment of the final order of layoff, the Human Resources Director shall furnish affected employees a copy of the "Proposed Order of Layoff." Notice will be hand delivered to employees whenever possible, though alternative forms of notice may be utilized.

5) If the employee wishes to contest the application of the criteria set forth in this policy to their position on the list, the employee may appeal with any supporting materials to the

Human Resources Director. This request should be directed to the Human Resources Director within seven (7) calendar days following the establishment and distribution of a "Proposed Order of Layoff" list. The employee will be allowed representation during the appeal process, so long as it does not cause undue delay.

6) After meeting with all employees wishing to be heard with respect to their position on the layoff list, the Human Resources Director or a duly authorized designee shall establish the "Final Order of Layoff" list. The decision of the Human Resources Director shall be final and not subject to the grievance process or further appeal.

C. Written Notice. Employees to be laid off shall be provided written notice at least seven (7) calendar days in advance of the layoff date. Notice will be hand delivered to the employee whenever possible. If personal delivery is not possible, the notice will be sent by certified mail to the employee's last known residential address.

D. Transfer or Demotion in Lieu of Layoff.

1) Whenever employees are to be laid off, they may transfer or demote to another vacant position in their own department or other departments providing that:

   a) The positions are at the same or lower level;
   b) Positions are authorized, budgeted, and the City intends to fill the vacancies;
   c) The employee meets the qualifications of the new position as determined by the Human Resources Director.

2) Whenever employees are to be laid off, they may demote to lower level, filled positions within their department providing they:

   a) Formerly held or supervised the lower-level position within the City of Orange and within the classification series;
   b) Employee meets or can reasonably meet qualifications for the new position as determined by the Human Resources Director;
   c) Possesses greater seniority to displace a lower level worker;
   d) Requests in writing a demotion to the previously held or supervised position within seven (7) calendar days of receiving the notice of layoff or voluntary demotion. A voluntary demotion shall not reflect as a negative action in the employee's personnel file.

E. Re-employment Lists.

1) Regular employees in good standing who are laid off or demoted shall have their name placed on a departmental re-employment list for the last classification previously held. Names shall be placed on the list in inverse order of seniority (last released - first rehired). Vacancies the department desires to fill will be offered first to eligibles on the departmental re-employment list.

2) Other hiring departments who have vacancies the City desires to fill will give priority consideration to those employees whose names appear on the re-employment list. If these employees are not selected for re-hire, the reason for non-selection must be approved by the Human Resources Director.

3) Names of qualified individuals shall remain on re-employment lists for a period not to exceed two (2) years from the date of layoff. Individuals who qualify for re-hire but do not respond to written notification to the last known address on file within fourteen calendar days or who refuse two (2) job offers shall have their names removed from the re-employment list. It is the employee's responsibility to provide the Human Resources Department with a current mailing address. Once re-hired, employee names are removed from all re-employment lists.

SECTION 5. NON-DISCRIMINATION IN REDUCTION IN FORCE. Layoffs and demotions, which result from a reduction in force, shall be made without regard to an employee's actual or perceived race, color, national origin, religion, sex, gender identity, physical or mental disability, medical condition (cancer-related or genetic information), ancestry, marital status, age, sexual orientation, citizenship, pregnancy, childbirth or related medical condition, status as a covered veteran, or service in the uniformed services (as defined by the Uniformed Services Employment and Re-employment Rights Act of 1994) or any other lawfully protected class.

ARTICLE XXIX

SCOPE AND APPLICATION OF MEMORANDUM OF UNDERSTANDING

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements including Side Letter Agreements, Letters of Understanding, Memoranda of Understanding, contrary salary and/or personnel resolutions, Administrative Codes, past practices, or provisions of the City, oral and written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This MOU is not intended to conflict with Federal or State law.

ARTICLE XXX

WAIVER OF BARGAINING DURING TERM OF MEMORANDUM OF UNDERSTANDING

During the term of this MOU, the parties mutually agree that they will not seek to change, negotiate, or bargain with regard to wages, hours, benefits, and terms and conditions of employment, whether or not covered by this MOU or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

REST OF PAGE LEFT BLANK INTENTIONALLY.

ARTICLE XXXI

EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as force majeure, fire, flood, wind, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this MOU will be reinstated immediately. The Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of the provisions in the MOU during the course of the emergency.

ARTICLE XXXII

MEMORANDUM OF UNDERSTANDING TERMS SEVERABLE

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, or by enactment of Federal or State legislation, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

ARTICLE XXXIII

TERM OF MEMORANDUM OF UNDERSTANDING, NO LAYOFF OR FURLOUGH CLAUSE, & PARITY AGREEMENT

SECTION 1. TERM. The term of this MOU shall commence on July 1, 2025 and shall continue in full force and effect until June 30, 2026.

SECTION 2. NO LAYOFF OR FURLOUGH. During the term of this agreement, the City shall not impose furloughs, reductions in work hours, or layoffs on any OMEA represented employees. This provision shall sunset on June 30, 2026 and will no longer be applicable after this date.

SECTION 3. PARITY AGREEMENT - SALARY. During the term of this agreement, the City agrees that if the Orange Management Association (OMA), the International Brotherhood of Electrical Workers – Maintenance and Crafts, or the International Brotherhood of Electrical Workers – Water receive additional across the board base salary increases the City shall provide said adjustments to OMEA as applicable.

SECTION 4. PARITY AGREEMENT - SECTION 125 FLEXIBLE BENEFITS PLAN (MEDICAL). During the term of the agreement, should both parties agree that if IBEW – Maintenance and Crafts and/or IBEW – Water receive a comprehensive value greater than what is afforded to OMEA based on a comprehensive tentative agreement and/or executed LOU/MOU, the City shall provide additional adjustments to OMEA as applicable.

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ARTICLE XXXIV

RATIFICATION AND EXECUTION

The City and Association acknowledge that this MOU shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Orange. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the City and the Association and entered into this 12th day of August, 2025.

CITY OF ORANGE

Dated: _____

By: _____
Monica Espinoza, Human Resources Director

By: _____
Trang Nguyen, Finance Director

By: _____
Cody Kleen, Assistant Human Resources Director

By: _____
Shelby Alley, Human Resources Analyst II

By: _____
Eric Figueroa, Human Resources Analyst I

ORANGE MUNICIPAL EMPLOYEES' ASSOCIATION

Dated: _____

By: _____
Kerensa Schupmann, OCEA Representative

By: _____
Joe Avila III, President

By: _____
John Ferry, Vice President

By: _____
Holly Gardner, Treasurer

By: _____
Martin Varona, Secretary

By: _____
Eric Perez, Director at Large

APPROVED AS TO FORM:

By: _____
Wayne W. Winthers, Interim City Attorney, City of Orange

APPENDIX A

ORANGE MUNICIPAL EMPLOYEES' ASSOCIATION
MONTHLY SALARY RANGES

EFFECTIVE DECEMBER 31, 2023
5.5% Across-the-Board Salary Increase

CLASSIFICATION TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Accountant	573	6214	6530	6864	7214	7582	7969
Administrative Assistant	521	4794	5039	5296	5566	5850	6148
Administrative Specialist	519	4747	4989	5243	5510	5792	6087
Assistant Engineer	602	7181	7548	7931	8336	8762	9208
Assistant Planner	560	5824	6121	6433	6761	7106	7468
Associate Civil Engineer	625	8054	8465	8895	9350	9828	10328
Associate Engineer	625	8054	8465	8895	9350	9828	10328
Associate Planner	595	6935	7289	7659	8050	8461	8892
Building Inspector	561	5853	6152	6465	6795	7142	7505
Business License Inspector	549	5513	5795	6089	6401	6727	7070
Buyer	557	5737	6030	6338	6661	7000	7357
Code Compliance Officer	555	5680	5970	6274	6595	6930	7284
Combination Building Inspector	571	6152	6466	6795	7143	7507	7889
Construction Inspector I	542	5324	5595	5881	6181	6496	6827
Construction Inspector II	562	5882	6182	6498	6829	7177	7543
Contract Administrator	602	7181	7548	7931	8336	8762	9208
Engineering Technician I	531	5040	5297	5567	5851	6149	6463
Engineering Technician II	551	5569	5852	6151	6464	6794	7141
Environmental Compliance Specialist	555	5680	5970	6274	6595	6930	7284
Environmental Scientist	625	8054	8465	8895	9350	9828	10328
Finance Assistant	534	5116	5376	5651	5939	6242	6560
Finance Clerk	499	4296	4515	4746	4988	5242	5509
GIS Analyst	625	8054	8465	8895	9350	9828	10328
Housing Specialist	555	5680	5970	6274	6595	6930	7284
Human Resources Technician	529	4990	5244	5512	5793	6088	6399
Lead Business License Inspector	559	5795	6090	6401	6727	7070	7431
Lead Finance Clerk	559	5795	6090	6401	6727	7070	7431
Librarian I	537	5193	5458	5736	6028	6336	6659
Librarian II	557	5737	6030	6338	6661	7000	7357
Librarian III	577	6339	6663	7002	7359	7735	8129
Library Assistant	497	4254	4470	4698	4938	5190	5455
Library Clerk	451	3382	3554	3735	3926	4126	4336
Library Literacy Coordinator	537	5193	5458	5736	6028	6336	6659

APPENDIX A (CONTINUED)

ORANGE MUNICIPAL EMPLOYEES' ASSOCIATION
MONTHLY SALARY RANGES

CLASSIFICATION TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Library Page	422	2926	3076	3232	3397	3571	3752
Library Support Services Assistant	497	4254	4470	4698	4938	5190	5455
Library Technology Assistant	497	4254	4470	4698	4938	5190	5455
Library Technology Coordinator	557	5737	6030	6338	6661	7000	7357
Library Technology Specialist	537	5193	5458	5736	6028	6336	6659
Library Volunteer Coordinator	521	4794	5039	5296	5566	5850	6148
Office Assistant	471	3736	3927	4127	4338	4559	4791
Payroll Technician	559	5795	6090	6401	6727	7070	7431
Permit Technician	521	4794	5039	5296	5566	5850	6148
Plan Check Engineer	602	7181	7548	7931	8336	8762	9208
Planning Aide	530	5015	5270	5540	5822	6118	6431
Project Engineer	612	7548	7934	8337	8763	9210	9679
Recreation Services Coordinator	538	5219	5485	5765	6059	6368	6692
Senior Code Compliance Officer	575	6276	6596	6933	7286	7658	8049
Senior Combo. Building Inspector	591	6797	7145	7508	7891	8294	8717
Senior Finance Clerk	519	4747	4989	5243	5510	5792	6087
Senior Library Clerk	481	3927	4128	4338	4559	4792	5036
Senior Office Assistant	491	4129	4339	4560	4793	5037	5293
Senior Permit Technician	541	5297	5568	5851	6150	6463	6793
Senior Traffic Signal Technician	591	6797	7145	7508	7891	8294	8717
Stock Clerk	480	3907	4107	4316	4537	4768	5011
Traffic Management Center Tech	591	6797	7145	7508	7891	8294	8717
Traffic Signal Technician I	531	5040	5297	5567	5851	6149	6463
Traffic Signal Technician II	551	5569	5852	6151	6464	6794	7141
Transportation Analyst	625	8054	8465	8895	9350	9828	10328
Warehouse/Inventory Specialist	538	5219	5485	5765	6059	6368	6692

APPENDIX A (CONTINUED)

ORANGE MUNICIPAL EMPLOYEES' ASSOCIATION
MONTHLY SALARY RANGES

EFFECTIVE JUNE 29, 2025

2.0% Across the Board Salary Increase

CLASSIFICATION TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Accountant	577	6339	6663	7002	7359	7735	8129
Administrative Assistant	525	4891	5141	5403	5678	5968	6272
Administrative Specialist	523	4842	5089	5349	5622	5908	6210
Assistant Engineer	606	7325	7700	8091	8504	8938	9394
Assistant Planner	564	5941	6244	6563	6897	7249	7619
Associate Civil Engineer	629	8216	8636	9074	9538	10025	10535
Associate Engineer	629	8216	8636	9074	9538	10025	10535
Associate Planner	599	7074	7436	7814	8213	8632	9071
Building Inspector	565	5971	6275	6596	6931	7285	7657
Business License Inspector	553	5624	5911	6212	6529	6862	7212
Buyer	561	5853	6152	6465	6795	7142	7505
Code Compliance Officer	559	5795	6090	6401	6727	7070	7431
Combination Building Inspector	575	6276	6596	6933	7286	7658	8049
Construction Inspector I	546	5431	5708	5999	6305	6627	6965
Construction Inspector II	566	6001	6307	6629	6966	7322	7695
Contract Administrator	606	7325	7700	8091	8504	8938	9394
Engineering Technician I	535	5141	5403	5679	5969	6273	6593
Engineering Technician II	555	5680	5970	6274	6595	6930	7284
Environmental Compliance Specialist	559	5795	6090	6401	6727	7070	7431
Environmental Scientist	629	8216	8636	9074	9538	10025	10535
Finance Assistant	538	5219	5485	5765	6059	6368	6692
Finance Clerk	503	4383	4606	4841	5088	5348	5620
GIS Analyst	629	8216	8636	9074	9538	10025	10535
Housing Specialist	559	5795	6090	6401	6727	7070	7431
Human Resources Technician	533	5090	5350	5623	5909	6211	6527
Lead Business License Inspector	563	5911	6213	6530	6863	7213	7581
Lead Finance Clerk	563	5911	6213	6530	6863	7213	7581
Librarian I	541	5297	5568	5851	6150	6463	6793
Librarian II	561	5853	6152	6465	6795	7142	7505
Librarian III	581	6467	6796	7144	7508	7890	8293

APPENDIX A (CONTINUED)

ORANGE MUNICIPAL EMPLOYEES' ASSOCIATION
MONTHLY SALARY RANGES

CLASSIFICATION TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Library Assistant	501	4339	4561	4793	5038	5295	5565
Library Clerk	455	3450	3626	3810	4005	4209	4423
Library Literacy Coordinator	541	5297	5568	5851	6150	6463	6793
Library Page	426	2985	3138	3297	3466	3642	3828
Library Support Services Assistant	501	4339	4561	4793	5038	5295	5565
Library Technology Assistant	501	4339	4561	4793	5038	5295	5565
Library Technology Coordinator	561	5853	6152	6465	6795	7142	7505
Library Technology Specialist	541	5297	5568	5851	6150	6463	6793
Library Volunteer Coordinator	525	4891	5141	5403	5678	5968	6272
Office Assistant	475	3812	4006	4210	4425	4650	4887
Payroll Technician	563	5911	6213	6530	6863	7213	7581
Permit Technician	525	4891	5141	5403	5678	5968	6272
Plan Check Engineer	606	7325	7700	8091	8504	8938	9394
Planning Technician*	534	5116	5376	5651	5939	6242	6560
Project Engineer	616	7700	8094	8505	8940	9396	9874
Recreation Services Coordinator	542	5324	5595	5881	6181	6496	6827
Senior Code Compliance Officer	579	6403	6729	7073	7433	7812	8211
Senior Combo. Building Inspector	595	6935	7289	7659	8050	8461	8892
Senior Finance Clerk	523	4842	5089	5349	5622	5908	6210
Senior Library Clerk	485	4006	4211	4426	4651	4888	5138
Senior Office Assistant	495	4212	4426	4652	4890	5138	5401
Senior Permit Technician	545	5404	5680	5969	6274	6594	6930
Senior Traffic Signal Technician	595	6935	7289	7659	8050	8461	8892
Stock Clerk	484	3987	4190	4404	4628	4864	5112
Traffic Management Center Tech	595	6935	7289	7659	8050	8461	8892
Traffic Signal Technician I	535	5141	5403	5679	5969	6273	6593
Traffic Signal Technician II	555	5680	5970	6274	6595	6930	7284
Transportation Analyst	629	8216	8636	9074	9538	10025	10535
Warehouse/Inventory Specialist	542	5324	5595	5881	6181	6496	6827

*Classification of Planning Aide retitled to Planning Technician

Agenda Item

City Council

Item #: 7.1. 8/12/2025 **File #:** 25-0421

1. SUBJECT

Appointment to the Orange Public Library Board of Trustees.

2. SUMMARY

Due to the expired term of Katie Montgomery, a scheduled vacancy exists on the Orange Public Library Board of Trustees. A Notice of Vacancy was posted in accordance with Government Code Section 54974.

3. RECOMMENDED ACTION

Confirm Mayor Slater's recommendation to appoint Sharon Zimmerman to the Orange Public Library Board of Trustees for a three-year term ending on June 30, 2028.

Agenda Item

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Agenda Item

City Council

Item #: 9.1. 8/12/2025 **File #:** 25-0426

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

FROM: **Jarad Hildenbrand, City Manager**

1. SUBJECT

Amended and Restated Agreement with Orange International Street Fair, Inc. to produce both Treats in the Streets and the annual Tree Lighting Ceremony.

2. SUMMARY

On April 8, 2025, the Orange City Council approved a production agreement authorizing Orange International Street Fair, Inc. to produce the Annual Treats in the Streets event. On May 22, 2025, the City received a letter of intent from Orange International Street Fair, Inc. to produce the annual Tree Lighting Ceremony. The proposed amended and restated agreement changes the production agreement to incorporate both the annal Treats in the Streets event and Tree Lighting Ceremony.

3. RECOMMENDED ACTION

Approve the amended and restated agreement with Orange International Street Fair, Inc. to produce the annual Treats in the Streets event and the annual Tree Lighting Ceremony; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance Public Communication Strategy and Quality of Life.

6. DISCUSSION AND BACKGROUND

For several decades, the City of Orange (City) organized and funded the annual Tree Lighting Ceremony (Tree Lighting) in collaboration with the Orange Community Master Chorale (OCMC) along with several non-profit organizations and churches in the Old Towne Orange Plaza (Plaza). As one of the City's highly anticipated events, Tree Lighting attracts thousands of Orange residents and visitors alike to the Plaza.

In considering the City's structural budget deficit, the City Council voted to cancel all City-sponsored events on June 25, 2024. However, the City Council stated that the cancellation could be rescinded if an outside group was willing to fully sponsor an event. Although OCMC funded the 2024 Tree Lighting, the City did not receive any other commitments to produce future Tree Lighting events.

On May 22, 2025, the City received a letter of intent (LoI) from Orange International Street Fair, Inc. (OISF) expressing interest in producing the event. Staff worked with OISF to incorporate Tree Lighting into the Treats in the Streets production agreement. Some of the more significant terms of

the proposed amended and restated agreement as it pertains to Tree Lighting include:

- That OISF will reimburse the City for actual costs.
- That the Plaza will close to vehicular traffic at 2:00 a.m.
- That vendor sales and activities related to OISF's Christmas Market portion of the event will begin at 10:00 a.m.
- That the traditional Tree Lighting portion will begin at 5:15 p.m.; and
- The event will conclude at 7:00 p.m. with the Plaza back open to vehicular traffic no later than 12:00 a.m.

While OISF intends to modify the traditional Tree Lighting with the inclusion of a Christmas Market, OISF recognizes Tree Lighting is a cherished community event, and intends to preserve many of the core features valued by the Orange community.

7. ATTACHMENTS

- Amended and Restated Agreement with Orange International Street Fair, Inc.
- Letter of Intent

Agenda Item

City Council

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- Letter of Intent

AMENDED AND RESTATED AGREEMENT
FOR PRODUCTION OF TREATS IN THE STREETS
AND THE ANNUAL CHRISTMAS TREE LIGHTING CEREMONY

This **AMENDED AND RESTATED AGREEMENT FOR PRODUCTION OF TREATS IN THE STREETS AND THE ANNUAL CHRISTMAS TREE LIGHTING CEREMONY** ("Agreement") is made at Orange, California, on this _____ day of _____, 2025 ("Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and ORANGE INTERNATIONAL STREET FAIR, INC., a California non-profit public benefit corporation, also known as OISF ("OISF").

1. Term and Termination of Agreement.

A. This Agreement shall commence upon execution and shall terminate December 31, 2028, unless amended or sooner terminated as provided herein.

B. City, acting through its City Manager or designee, reserves the right to terminate this Agreement for any reason by providing a written notice of intent to terminate to OISF no fewer than 120 days prior to the commencement of the next Treats in the Streets and Annual Christmas Tree Lighting Ceremony. City shall not be liable for any claim of damages or lost profits relating to any such termination.

2. Location.

Treats in the Streets and the Annual Christmas Tree Lighting Ceremony shall take place on those public streets and rights-of-way in the City generally described as the area of Chapman Avenue from the center line of Grand Street to the center line of Lemon Street; and Glassell Street from the center line of Almond Avenue to the center line of Maple Avenue, as more particularly identified in the map attached hereto and incorporated herein as Exhibit "A."

3. Date and Times.

A. The Treats in the Streets shall take place on the following dates and times:

1) October 30, 2025 beginning at 4:00 p.m. – 7:00 p.m.

2) October 29, 2026 beginning at 4:00 p.m. – 7:00 p.m.

3) October 28, 2027 beginning at 4:00 p.m. - 7:00 p.m.

4) October 26, 2028 beginning at 4:00 p.m. - 7:00 p.m.

B. The Annual Christmas Tree Lighting Ceremony shall take place on the following dates and times:

1) December 7, 2025 beginning at 10:00 a.m. – 7:00 p.m.

2) December 6, 2026 beginning at 10:00 a.m. – 7:00 p.m.

3) December 5, 2027 beginning at 10:00 a.m. - 7:00 p.m.

4) December 3, 2028 beginning at 10:00 a.m. - 7:00 p.m.

4. OISF Obligations.

A. Production of Treats in the Streets and the Annual Christmas Tree Lighting Ceremony (hereinafter collectively referred to as "Annual Holiday Events")

1) OISF shall produce the Annual Holiday Events on the days and times stated in Section 3.

2) The "production of Annual Holiday Events" means all aspects of the planning, coordination, and execution of said Annual Holiday Events including, but not limited to: reviewing and approving applications for participants; preparing and distributing advertising; obtaining all licenses, permits (e.g., Orange County Health Care Agency) and other applicable governmental approvals; obtaining all insurance set forth in Section 7; and developing a budget and fee schedule.

3) OISF shall work with designated City representatives for business involving the Annual Holiday Events to ensure compliance with this Agreement.

B. Staging Layout.

1) The proposed staging layout map is contained in Exhibit "B." Each year, no fewer than sixty (60) days prior to the Annual Holiday Events, OISF shall submit a detailed staging layout map showing the physical layout of the entertainment, food, and commercial booths, for approval by the Police Department, Fire Department, and Public Works Department.

2) All fire lanes, fire breaks, crosswalks, streets and alleyways shown on the approved plan shall remain free and clear of all objects, materials, vehicles, and other obstructions during set up, during the course of the event, and at break down of the Annual Holiday Events.

3) OISF shall not block or obstruct public sidewalks with tables, chairs, canopies or any other equipment preventing pedestrian circulation.

4) To the extent it is feasible, OISF shall not block pedestrian or delivery access to a merchant that is within or immediately adjacent to the event area.

5) The use of Plaza Park during this event will be reviewed on an annual basis. At the discretion of the Community and Library Services Director, the historic fountain shall be enclosed and protected by fencing for the duration of the Annual Holiday Events. The cost of such fence rental or other means to secure the historic fountain shall be the sole responsibility of OISF.

C. Site Inspection. No fewer than fifteen (15) days prior to the event, authorized representatives from City and OISF shall walk the footprint of the Annual Holiday Events to ensure safety standards.

D. Parking Lots. Excluding portions of the public parking lot on the west side of South Orange Street and unless otherwise approved by the City Council, OISF agrees to leave public parking lots open for use by participants and the public during the Annual Holiday Events.

E. Sanitation.

1) Unless otherwise stated herein, OISF shall comply with all provisions of the Orange Municipal Code and all applicable state and federal mandates as they relate to all storm water issues, and as directed by City.

F. Entertainment. OISF shall furnish a complete entertainment schedule to the Police Department liaison a minimum of two (2) weeks prior to the Annual Holiday Events.

G. Code of Conduct. OISF shall comply with and enforce the following guidelines related to its employees and volunteers, the general public, and all vendors within the Annual Holiday Events footprint:

1) With the exception of ADA-recognized service animals, animals are not permitted.

2) Skateboards, roller skates, scooters, bikes, or any motorized or self-propelled device, other than wheelchairs, mobile scooters, and participant vehicles, for the purpose of personal motion are not permitted, unless pre-approved by City.

3) In keeping with the family-friendly nature of the event, attendees may not wear grotesque masks or costumes depicting violence or injury, including the use of simulated guns, knives, swords, hammers, chainsaws, clubs, etc. to the extent the item could be mistaken for a real weapon or instrument of violence.

4) Footwear and a shirt, or similar form of covering as otherwise approved by the City, must be worn at all times by participants and attendees.

5) Signs for Treats in the Streets must be posted with the information in subsections 1), 2) and 3) as listed above. Signs for the Annual Tree Lighting Ceremony must be posted with the information in subsections 1) and 2) as listed above

6) The Police Department has the right to approve or deny performers and both Police and Fire Departments have the right to stop live entertainment at their discretion based on conditions that may cause or create a hazardous situation to the public.

H. Equipment, Supplies, Costs.

1) OISF shall furnish all equipment and supplies reasonably necessary to carry out the purpose of this Agreement, except as otherwise provided herein and shall pay for all costs and expenses incurred for production of the Annual Holiday Events.

2) OISF shall reimburse City for all costs and expenses incurred by City in providing materials and services for the Annual Holiday Events, including public safety and other personnel.

a. The number of public safety personnel assigned is at the discretion of the Police Department and Fire Department. The City will notify OISF in writing when public safety personnel levels will exceed those utilized during the previous Annual Holiday Events.

b. Materials and services may include costs incurred by City related to damage and cleanup of public and private property directly related to the Annual Holiday Event activities within the Annual Holiday Events footprint as depicted in Exhibit "A."

c. Reimbursement for said materials and services shall be due and payable within thirty (30) days of receipt of an itemized statement from City.

d. OISF will only be responsible for the actual costs incurred by City related to the Annual Holiday Events.

I. Maintenance and Inspection of Records. OISF shall maintain all records relating to this Agreement and the production of the Annual Holiday Events for a minimum of three (3) years following the expiration or termination of the Agreement. All such records shall be available for inspection or review by an authorized representative of City within ten (10) days of written notice to OISF.

J. Communications and Contacts.

1) OISF shall designate an individual to serve as a public contact for any and all inquiries, including but not limited to complaints related to the production of the Annual Holiday Events, and shall provide a list of contacts and phone numbers to City no fewer than thirty (30) days prior to commencement of the Annual Holiday Events.

2) OISF will make reasonable efforts to engage with and educate downtown businesses regarding the Annual Holiday Events, footprint, hours, and any other Annual Holiday Event logistics that may interfere with local business operations.

5. City Obligations.

A. City agrees that OISF shall have the sole and exclusive right to produce the Annual Holiday Events.

B. City agrees to prepare the Annual Holiday Events footprint to a mutually acceptable condition at the City's expense, prior to commencement of the Annual Holiday Events.

C. The City Manager's Office shall designate a direct liaison with OISF as it pertains to the production, planning, and follow-up of the Annual Holiday Events. The City Manager's liaison shall serve as a public contact for any and all inquiries, including but not limited to

complaints related to the production of the Annual Holiday Events. No fewer than thirty (30) days prior to the Annual Holiday Events, the City Manager's liaison shall provide OISF with a list of contacts and phone numbers for each of the following departments: Public Works, Police, Fire, and City Manager's Office.

D. City shall require any vendors or merchants within the Annual Holiday Events footprint not otherwise participating in the Annual Holiday Events through the OISF approval process, to apply for and obtain a Special Event Permit from City. All such Special Event Permits must be submitted for review no later than thirty (30) days prior to the Annual Holiday Events.

E. City will encourage local businesses and neighbors to report all cleanup locations to City within forty-eight (48) hours of the closure of the Annual Holiday Events. City will provide an itemized bill, including photos of the areas not cleaned, to OISF accordingly.

F. City shall provide OISF with a detailed break-down of the actual costs incurred by City for labor, material, and equipment related to the Annual Holiday Events within 90 days.

G. City shall reopen all intersections in the Annual Holiday Events area to through traffic no later than 12:00 a.m.

6. Reserved.

7. Insurance.

A. If applicable, OISF shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. OISF acknowledges that it is an independent contractor and not entitled to any worker's compensation benefits under any City program.

B. OISF shall maintain the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) Two Million Dollars ($2,000,000) per occurrence with a Three Million Dollars ($3,000,000) aggregate; or (2) all the insurance coverage and/or limits carried by or available to OISF. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

C. 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 OISF under this Agreement.

D. Each policy of general liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the event held by OISF under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection B, above, shall apply to City as an additional insured.

E. The insurance policies maintained by OISF shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. OISF will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

F. Before OISF performs any work or prepares or delivers any materials, it shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

G. All insurance maintained by OISF shall be issued by companies admitted to conduct the pertinent line of insurance business in California.

H. OISF shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge OISF for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed OISF.

I. OISF agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, it shall look solely to its insurance for recovery. OISF hereby grants to City, on behalf of any insurer providing insurance to either OISF or City with respect to the services of OISF herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

J. OISF shall include all OISF subcontractors, if any, and Annual Holiday Events vendors as additional insureds under its policies or shall require that said subcontractors and OISF vendors maintain their own insurance consistent with the requirements stated herein.

8. <u>Indemnity</u>.

A. To the fullest extent permitted by law, OISF agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

1) Any and all claims under worker's compensation acts and other employee benefit acts with respect to OISF's employees or subcontractor's employees arising out of OISF's work under this Agreement; and

2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act or omission of OISF, or person, firm or corporation employed by OISF, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful

misconduct of City. OISF, at OISF's own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this Subsection, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this Subsection.

B. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

C. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to OISF and its successors.

9. Standard Provisions.

A. Licenses. OISF represents that it and any subcontractors it may engage possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that OISF and subcontractors, if any, shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

B. Independent Contractor. At all times during the term of this Agreement, OISF shall be an independent contractor and not an employee of City. City shall have the right to control OISF only insofar as the result of OISF's services rendered pursuant to this Agreement. City shall not have the right to control the means by which OISF accomplishes services rendered pursuant to this Agreement. OISF shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. OISF shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. OISF acknowledges that OISF and any subcontractors, agents or employees employed by OISF shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

C. OISF Not Agent. Except as City may specify in writing, OISF shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. OISF shall have no authority, express or implied, to bind City to any obligation whatsoever.

D. Amendment. No amendment of this Agreement or its Exhibits shall be effective unless in writing, signed by OISF and City. City Manager is specifically authorized to execute amendments to this Agreement on behalf of City.

E. Assignment or Subcontracting. No assignment or subcontracting by OISF of any part of this Agreement shall be of any force or effect unless the assignment has had the prior written

approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or designee.

F. Equal Opportunity and Non-Discrimination. During the performance of this Agreement, OISF agrees as follows:

1) OISF shall not discriminate against any employee, applicant for employment, vendor or participant because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. OISF shall ensure that such persons are treated without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. OISF agrees to post in conspicuous places, available to such persons, a notice setting forth provisions of this non-discrimination clause.

2) OISF shall, in all solicitations and advertisements for employees placed by, or on behalf of OISF, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

3) OISF shall cause the foregoing paragraphs 1) and 2) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

G. Conflicts of Interest. OISF agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which OISF knows or has reason to know that OISF, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

H. Compliance with all Laws/Immigration Laws.

1) OISF shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

2) OISF shall comply with all applicable Fire Department guidelines in effect January 1st of any given year during which the Annual Holiday Events is produced. Additional requirements may be added by the Fire Department as necessary, and at the Fire Department's discretion no later than 30 days prior to the event. If there are any existing violations present by 4 p.m. the day of the Annual Holiday Events, the City may remove the non-compliant vendor(s) from the Annual Holiday Events, and/or prevent the violating party from participating in the Annual Holiday Events until all violations have been corrected.

3) OISF represents and warrants that OISF:

a. Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes,

and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

b. Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

c. Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of OISF's employees; and

d. Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

4) OISF shall require all subcontractors to make the same representations and warranties as set forth in Subsection 3 above.

5) OISF shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by OISF. Once such request has been made, OISF may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

6) OISF shall require all subcontractors to make the same verification as set forth in Subsection 5 above.

7) If OISF or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

8) OISF agrees to indemnify and hold City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of the Contrator's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

I. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and OISF agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

J. Integration and Amendment. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. The City Manager or designee is granted authority to execute any amendments to this agreement.

10. Notice.

Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within 3 days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

"OISF"	"CITY"
Orange International Street Fair 112 East Chapman Avenue Orange, CA 92866 Attn: Adam Feliz	City of Orange 300 E. Chapman Avenue Orange, CA 92866 Attn: City Manager's Office
Email: afeliz@orangestreetfair.org	Email: cminfo@cityoforange.org

11. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties enter into this Agreement on the year and day first above written.

"OISF"

Orange International Street Fair,
112 East Chapman Avenue, STE. G
Orange, CA 92866
Attn: Board President
info@orangesteetfair.org

By: _____
Printed Name: _____
Title: _____

"CITY"

CITY OF ORANGE, a municipal
300 East Chapman Avenue
Orange, CA 92866
Attn: City Manager
cminfo@cityoforange.org

_____
Daniel R. Slater, Mayor

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Nathalie Adourian
Senior Assistant City Attorney

√

IN WITNESS of this Agreement, the parties enter into this Agreement on the year and day first above written.

"OISF"

Orange International Street Fair,
112 East Chapman Avenue, STE. G
Orange, CA 92866
Attn: Board President
info@orangesteetfair.org

By: _____
Printed Name: Adam Feliz
Title: President

"CITY"

CITY OF ORANGE, a municipal
300 East Chapman Avenue
Orange, CA 92866
Attn: City Manager
cminfo@cityoforange.org

_____
Daniel R. Slater, Mayor

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

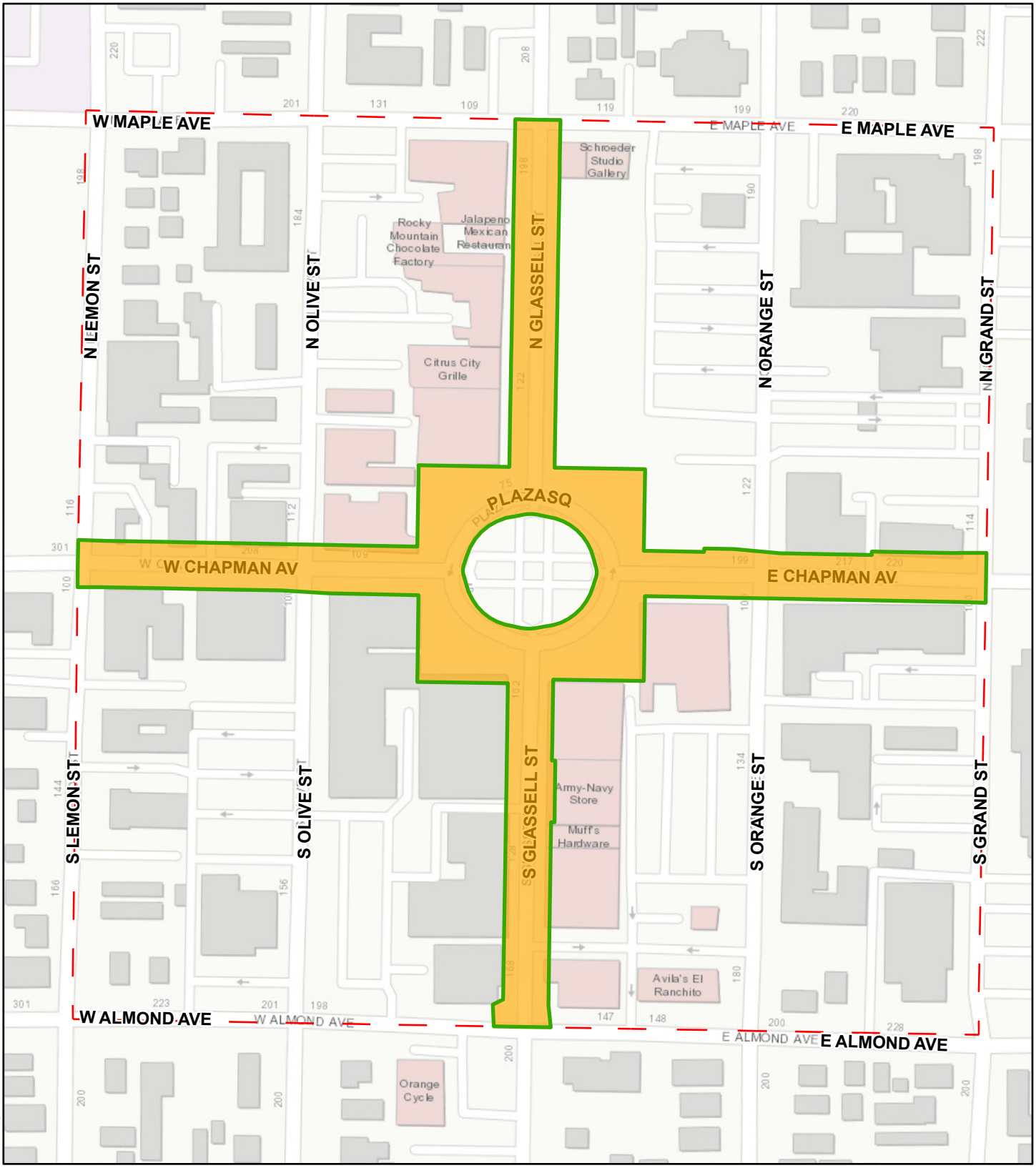
_____
Nathalie Adourian
Senior Assistant City Attorney

√

EXHIBIT "A"

STREET AND RIGHT-OF-WAY LAYOUT

[Behind this sheet.]



J:\GisProjects\StreetFair2021\GIS\APRX\StreetFair\StreetFair.aprx\Treats in the Street - 2025

City of Orange
Geographic Information System

Legend

Annual Holiday Events

Street Centerline

N
W E
S

0 100 200
Feet

2/21/2025

Source: City of Orange (2024)

CITY OF ORANGE

Annual Holiday Events

EXHIBIT "B"

STAGING LAYOUT

[Behind this sheet.]

This item is determined and provided annually by Orange International Street Fair, Inc.

EXHIBIT "C"

ANNUAL HOLIDAY EVENTS
PLANNING SCHEDULE AND RESPONSIBILITIES

(Behind this sheet)

Treats in the Streets:

The following is a guideline for the preparation, assignments, duties and responsibilities of OISF and other City departments in support of Treats in the Streets. Changes to these guidelines may be incorporated administratively as determined necessary by the City and OISF.

Ongoing
OISF fields calls from merchants and residents prior to Treats in the Streets.

Pre Event (60 days)

- OISF submits to City the layout for the staging of Treats in the Streets described in Section 4.B to Police, Fire, and Public Works for written approval.
- OISF submits to City the layout and details of tents, audio equipment, portable restrooms, and any other equipment or materials related to Treats of the Streets not provided by City. Include power needs, if any.

Pre Event (45 days)

- OISF submits draft merchant letter to City for review.

Pre Event (30 days)

- OISF distributes information letter to Plaza merchants and residents.
- OISF provides a list of contacts and phone numbers to City.
- OISF orders trash liners and delivers to Corp Yard. OISF presents and conducts a meeting with Treats in the Streets participants to provide city staff an opportunity to explain standards and requirements.
- OPW orders disposable trash boxes
- OPW rents necessary equipment and materials for street closures.
- OPW notifies OCTA of the event footprint to re-route buses.

Pre Event (15 days)

- Authorized representatives from City and OISF shall walk the footprint of Treats in the Streets to ensure the footprint meets safety standards.

Pre Event (5 days)

- OPW loads all equipment and material needed for setup and closure procedures.
- OPW posts “no parking signs” on streets and parking lots.

Pre-Staging of Event (36 hours)

- OPW brings stored materials to site.
- OPW provides and places advanced detour signs.

Day of Treats in the Streets Event Duties

- 5:00 a.m. — Southeast Quadrant closed and block off parking row behind the Assistance League to reserve space for VIP's **(OPW)**
- 12:00 p.m. — Closure begins. **(OPW)**
  Traffic signals on E. Chapman & Grand and W. Chapman & Lemon to flash during the closure. **(OPW)**
- 2:00 p.m. — Vendors & Subcontractors are permitted into the Plaza for unloading/set-up **(OISF)**
  Vehicles will enter S. Orange Street and exit S. Olive Street (OISF).
- 4:00 p.m. — Event festivities begin **(OISF)**
- 7:00 p.m. — Festivities end **(OISF)**
- 7:30 p.m. — Vendor vehicles are allowed into the Plaza for loading; entering on S. Orange St., exiting S. Olive St. once given the "all clear" from OPD and OPW **(OISF, OPD, and OPW).**
- 10:00 -11:30 p.m. — Flashing lights are returned to standard and streets are reopened. **(OPW)**

Upon mutual agreement, OISF and the City will add other services or amend the timeline as needed to ensure a safe closure, the public right-of-way is kept clean, and the safe operation of Treats in the Streets.

Annual Tree Lighting Ceremony

The following is a guideline for the preparation, assignments, duties and responsibilities of OISF and other City departments in support of the Annual Tree Lighting Ceremony. Changes to these guidelines may be incorporated administratively as determined necessary by the City and OISF.

Ongoing
OISF fields calls from merchants and residents prior to the Annual Tree Lighting Ceremony.

Pre Event (60 days)

- OISF submits to City the layout for the staging of the Annual Tree Lighting Ceremony described in Section 4.B to Police, Fire, and Public Works for written approval.
- OISF submits to City the layout and details of tents, audio equipment, portable restrooms, and any other equipment or materials related to the Annual Tree Lighting Ceremony not provided by City. Include power needs, if any.

Pre Event (45 days)

- OISF submits draft merchant letter to City for review.

Pre Event (30 days)

- OISF distributes information letter to Plaza merchants and residents.
- OISF provides a list of contacts and phone numbers to City.
- OISF orders trash liners and delivers to Corp Yard. OISF presents and conducts a meeting with the Annual Tree Lighting Ceremony participants to provide city staff an opportunity to explain standards and requirements.
- OPW orders disposable trash boxes
- OPW rents necessary equipment and materials for street closures.
- OPW notifies OCTA of the event footprint to re-route buses.

Pre Event (15 days)

- Authorized representatives from City and OISF shall walk the footprint of the Annual Tree Lighting Ceremony to ensure the footprint meets safety standards.

Pre Event (5 days)

- OPW loads all equipment and material needed for setup and closure procedures.
- OPW posts “no parking signs” on streets and parking lots.

Pre-Staging of Event (36 hours)

- OPW brings stored materials to site.
- OPW provides and places advanced detour signs.

Day of Annual Tree Lighting Ceremony Event Duties

- 2:00 a.m. Plaza Closed with barriers **(OPW)**
- 8:00 a.m. Vendors permitted into Plaza for loading/unloading
- 9:00 a.m Vendors must exit event grounds
- 10:00 a.m. Event opens for vendor sales and activities
- 5:15 p.m Tree Lighting program begins
- 7:00 p.m. Event ends **(OISF)**
- **7:30pm** Vendors may enter closure once given all clear by OPD (OISF, OPD, OPW)
- 10:00 -11:30 p.m. Flashing lights are returned to standard and streets are reopened. **(OPW)**

Upon mutual agreement, OISF and the City will add other services or amend the timeline as needed to ensure a safe closure, the public right-of-way is kept clean, and the safe operation of the Annual Christmas Tree Lighting Ceremony.

ORANGE INTERNATIONAL STREET FAIR, INC.

May 22, 2025

Mr. Tom Kisela, City Manager
City of Orange
300 E Chapman Avenue
Orange, CA 92866

RE: **Letter of Intent (LOI)**
Treats in the Street Event

Dear Mr. Kisela,

On behalf of the Orange International Street Fair, Inc. I am writing to officially express our intent to act as the Managing Organization for the Tree Lighting Ceremony. As a longstanding, community-oriented organization dedicated to fostering community enrichment, OISF possesses extensive experience in overseeing and managing this cherished special event.

This event aligns with our mission of community involvement and public service. We are enthusiastic about supporting this valued community event, which we believe plays a crucial role in promoting local engagement and celebrating our community.

As the Managing Organization, OISF will assume responsibility for the Tree Lighting Ceremony and oversee the various aspects of the event's planning and execution, ensuring that it aligns with our goals and the high standards of the City of Orange. OISF will contract with the City of Orange to provide the necessary support services for the event, including public works and public safety management.

Following the acceptance of this Letter of Intent (LOI), OISF requests an amendment to the three-year production agreement executed with the City of Orange for the Treats in the Streets event to also incorporate the Tree Lighting Ceremony event.

Please let us know if there are any additional details or requirements needed from our organization to facilitate the process. We are dedicated to collaborating closely with your office to ensure a successful and memorable event for everyone involved. Thank you for considering our participation. We look forward to partnering with the City of Orange and making the Tree Lighting Ceremony event a tremendous success in the years to come.

Sincerely,

Adam Feliz, President
Board of Directors
Orange International Street Fair, Inc.

Agenda Item

City Council

Item #: 9.2. 8/12/2025 **File #:** 25-0387

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

1. SUBJECT

Memorandum of Agreement between the City of Orange and the Mabury Ranch Homeowner's Association for tree maintenance. (Continued from May 13, 2025)

2. SUMMARY

This item is continued from the May 13, 2025 City Council meeting. The City of Orange and the Mabury Ranch Homeowner's Association recognize the importance of maintaining trees within the Mabury Ranch community public right of way for the safety, aesthetic, and environmental benefits it provides. Approval of the memorandum of agreement with the Mabury Ranch Homeowner's Association will entail tree maintenance at an initial cost of $99,000, and an ongoing tree maintenance cost of $5,000 annually.

3. RECOMMENDED ACTION

Approve the Memorandum of Agreement with Mabury Ranch Homeowner's Association for tree maintenance at an initial cost of $99,000, and an ongoing tree maintenance cost of $5,000 annually.

4. FISCAL IMPACT

Upon approval of the appropriation, the initial expense for this Memorandum of Agreement for $99,000 will utilize one-time salary savings, with an additional ongoing annual cost of $5,000 to be funded through the General Fund.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

Objective 5.9: Identify costs and funding associated with maintaining new amenities

6. DISCUSSION AND BACKGROUND

This item was last heard at the May 13, 2025, City Council meeting. After the last meeting additional discussions were held with the Mabury Ranch Homeowners Association (MRHOA). The attached draft agreement was approved by MRHOA in July 2025. Under the agreement, the City would assume maintenance responsibilities for the trees within the public right-of-way. As a follow-up requested by the City Council, a detailed City arborist report for all Canary Island Pine trees along Serrano Ave. and Cannon Ave. was prepared. In summary, 52 pine trees out of 61 pine trees on Serrano Ave. are planted within a 4 feet wide planter without adequate soil volume and are planted too close to private walls. These trees are recommended for removal. Five trees have defects

relating to inadequate spacing and/or they are damaging adjacent infrastructure. These trees are also recommended for removal. Finally, 4 of the 61 pine trees could be retained, however, it would require the removal of up to 3 Crape Myrtle trees that are adjacent and conflicting with the growth of the pine trees.

The 22 pine trees along Cannon Avenue have no substantial defects. They have comparatively far more soil volume and are further away from private walls and trees.

In conclusion, staff is recommending all 61 Canary Island Pine trees along Serrano to be removed as part of this agreement. The 22 pine trees along Cannon will be retained with an initial prune.

Below is the summary of all 226 trees as part of this agreement:

Location	Canary Island Pines	Eucalyptus	Elms	Crape Myrtle	Liquid Ambers	Bradford Pears	Initial	Rem.
Cannon St.	22	6					28	
Serrano Ave.	**61**	**10**		13			13	**71**
Mt. McKindley Blvd.		**22**	5				5	**22**
Yellowstone Blvd.		**21**	21		2		23	**21**
Orange Park Blvd.		**5**			22	9	31	**5**
Taft Extension		**7**						**7**
							100	**126**

The removal cost is estimated at $80,000 for 126 trees, including Canary Island Pines and Eucalyptus trees. The remaining 100 trees will require a special trim per the City Arborist's direction for an estimated cost of $19,000. Due to the existing landscape and surrounding infrastructure, replanting options are limited, however, staff will endeavor to replace trees where suitable within our existing tree planning program.

By approving this agreement, MRHOA agrees to not hold liable any damage or liability arising out of and associated with those trees that used to be maintained by MRHOA as identified in the agreement. In addition, MRHOA will reimburse the City an amount not to exceed $16,000 or the cost of the initial pruning of the 100 trees.

MRHOA has an interest in the replanting of trees in and adjacent to the Mabury Ranch community. MRHOA will reimburse the City up to $5,000 in 2025 and another additional $5,000 in 2026 for planter modifications, if necessary, and replanting. Any trees planted will remain the maintenance obligation of the City.

7. ATTACHMENTS

- Memorandum of Agreement
- City Arborist Report
- Serrano and Cannon Inspection Note

Agenda Item

City Council

Item #: 9.2. 8/12/2025 **File #:** 25-0387

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THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

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3. RECOMMENDED ACTION

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4. FISCAL IMPACT

Upon approval of the appropriation, the initial expense for this Memorandum of Agreement for $99,000 will utilize one-time salary savings, with an additional ongoing annual cost of $5,000 to be funded through the General Fund.

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Yellowstone Blvd.		**21**	21		2		23	**21**
Orange Park Blvd.		**5**			22	9	31	**5**
Taft Extension		**7**						**7**
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By approving this agreement, MRHOA agrees to not hold liable any damage or liability arising out of and associated with those trees that used to be maintained by MRHOA as identified in the agreement. In addition, MRHOA will reimburse the City an amount not to exceed $16,000 or the cost of the initial pruning of the 100 trees.

MRHOA has an interest in the replanting of trees in and adjacent to the Mabury Ranch community. MRHOA will reimburse the City up to $5,000 in 2025 and another additional $5,000 in 2026 for planter modifications, if necessary, and replanting. Any trees planted will remain the maintenance obligation of the City.

7. ATTACHMENTS

- Memorandum of Agreement
- City Arborist Report
- Serrano and Cannon Inspection Note

MEMORANDUM OF AGREEMENT (MOA) BETWEEN CITY OF ORANGE AND THE MABURY RANCH HOMEOWNER'S ASSOCIATION
[Tree Maintenance]

This Memorandum of Agreement (hereinafter referred to as "MOA") is entered into on this _____ day of _____, 2025 ("Effective Date"), by and between the City of Orange, a California municipal corporation ("City"), and The Mabury Ranch Homeowners Association ("MRHOA"), a homeowners association organized and existing under the laws of California.

WHEREAS, the City and MRHOA recognize the importance of maintaining trees within the Mabury Ranch community for the safety, aesthetic, and environmental benefits it provides;

WHEREAS, the City has in place Ordinance No. 03-18, regarding tree preservation, as well as the Department of Public Works Standard Specifications for Planting, Removal and Maintenance of Street Trees and Shrubs, Orange Municipal Code 12.28.030 ("DPW Tree Specifications");

WHEREAS, the City has the necessary resources and expertise for the maintenance, including pruning, removal, tree stump removal and replanting, of trees within the MRHOA community;

WHEREAS, the City now accepts responsibility for the tree maintenance of the trees identified in Exhibit A, following the DPW Tree Specifications; and

WHEREAS, this MOA constitutes the entire understanding of the Parties and no representation or agreements, oral or written, made prior to the execution hereof shall vary or modify the terms herein;

NOW, THEREFORE, the City and MRHOA hereby agree as follows:

1. <u>Tree Maintenance Responsibility</u>:

a. The City shall be responsible for the maintenance, including pruning, removal, tree stump removal and replanting, of trees located within the MRHOA community, which trees are identified in the attached Exhibit A, hereby incorporated to this MOA as though fully set forth again herein. The parties agree that Exhibit "A" serves as a reference for the scope of tree maintenance responsibilities outlined in this MOA and this map supersedes any prior maps or agreements, whether written or oral.

b. Tree maintenance or removal shall be performed under the direction of the City, and in compliance with the DPW Tree Specifications.

c. Upon prior written notice by the City of no less than forty eight (48) hours of maintenance work to be performed, the MRHOA shall use its best efforts to obtain cooperation by its members to permit access to City personnel for the purpose of tree maintenance as required.

d. MHROA shall promptly communicate if concerns about tree safety arise so the City can quickly assess potential risks.

e. City's Field Services Manager ("City's Project Manager") shall be the person to whom MRHOA will report concerns to.

2. Liability:

a. The City shall not be held liable for any damages or liabilities arising from the trees that MRHOA is responsible for maintaining which are not designated on Exhibit A. However, the City shall remain liable and responsible for all trees for which they have maintenance responsibility.

b. In the event of a claim or liability arising from a City tree as identified in Exhibit A and incorporated by reference herein, MRHOA shall:

i. Notify the City within 60 days of becoming aware of such claim or liability.
ii. Provide the City with all relevant information and documentation related to the claim or liability, including but not limited to photographs, incident reports, and witness statements.
iii. Cooperate fully with the City in the investigation and resolution of the claim or liability.

c. MRHOA acknowledges and agrees that it shall maintain adequate liability insurance coverage.

3. Indemnification:

For the first two (2) years from the date of this MOA, MRHOA will include the City, as an Additional Insured and provide Endorsements specifically naming the City on its commercial general insurance for the liability and defense of suits or claims arising out of the maintenance of the trees, as identified in Exhibit A and incorporated by reference herein. MRHOA shall provide the City evidence of insurance including all policies, endorsements and certificates.

Thereafter, the City shall be responsible for the liability and defense of suits arising out of and associated with the maintenance of the trees, as identified in Exhibit A and incorporated by reference herein.

4. Duration:

This MOA shall be effective as of the Effective Date and shall remain in force until both parties provide mutual written notice of termination, with a minimum of 30 days.

5. Cost Sharing:

MRHOA acknowledges and agrees that it shall reimburse the City not to exceed $16,000.00 (SIXTEEN THOUSAND DOLLARS and NO CENTS) for the cost of the initial pruning the trees, as identified in Exhibit A and incorporated by reference herein.

The City acknowledges and agrees that it will be responsible for the costs of the removal and/or maintenance of the trees, as identified in Exhibit A and incorporated herein.

MRHOA has an interest in the replanting of trees as stated in the Recitals above. MRHOA is willing to participate in the replanting of City approved trees, in City selected areas, on Cannon, Serrano Avenue, Mt. McKinley, Yellowstone Blvd., and Orange Park Blvd. (that are immediately adjacent to the Mabury development), and MRHOA will reimburse the City up to and not to exceed $5,000.00 in 2025, and MRHOA will reimburse the City up to and not to exceed an additional $5,000.00 in 2026 for such replanting. Any trees planted shall remain the maintenance obligation of the City.

This MOA does not alter the City's obligations and maintenance responsibilities pursuant to the Orange Municipal Code or any other applicable code or ordinance concerning tree maintenance and preservation in the City of Orange.

6. Waiver of future dedication:

In addition to the cost sharing as described above, MRHOA also waives its right to seek the dedication, of any and all other MRHOA property, including at least two known greenbelt parcels, as well as any currently unknown but later discovered parcels. These may include parcels that were arguably contemplated to be dedicated from MRHOA to the City in the original approvals. This waiver includes any future requests from MRHOA for the City to provide maintenance responsibilities for these parcels.

7. Amendments:

This MOA may only be amended in writing executed by both parties.

8. Superseding Clause:

This MOA supersedes any prior agreements, understandings, or representations, ordinances, council meeting agendas, developer correspondence, whether written or oral, between the City and MRHOA relating to tree maintenance and liability within the Mabury Ranch community.

9. Governing Law and Venue:

This Agreement shall be construed in accordance with and governed by the laws of the State of California and parties agree to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

10. Integration:

This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

11. Notice:

Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within 3 days of deposit in the

U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

"THE MABURY RANCH HOMEOWNER'S ASSOCIATION"	"CITY"
Nathan Swanek, President c/o Morgan Bomboy, Tritz Professional Management 1525 E. 17th St, Suite "A" Santa Ana CA, 92705 Email: morgan@tpms.net Telephone No.: 714-557-5900	City of Orange 300 E. Chapman Avenue Orange; CA 92866 Attn: Field Services Manager Email: pwinfo@cityoforange.org Telephone No.: 714-532-6480

With a copy to:

Brian D. Moreno, Esq.
BRIAN D. MORENO LAW CORPORATION APC
1100 Town and Country Road, Suite 1250
Orange, CA 92868
bdm@moreno.law

12. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures. The signature of Nathan Swanek on behalf of The Mabury Ranch Homeowners Association shall only be valid until and through June 1, 2025, unless this MOA has been fully executed by both Parties, after which Mr. Swanek's signature (and the Association's offer) shall be automatically withdrawn and of no effect.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this MOA as of the year and day first above written.

"MABURY RANCH HOMEOWNERS ASSOCIATION"

*By:_____
Nathan Swanek, President

"CITY"

CITY OF ORANGE, a municipal corporation

By:_____
Daniel R. Slater, Mayor

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Nathalie Adourian,
Senior Assistant City Attorney √

IN WITNESS of this Agreement, the parties have entered into this MOA as of the year and day first above written.

"MABURY RANCH HOMEOWNERS ASSOCIATION"

*By:_____
Nathan Swanek, President

"CITY"

CITY OF ORANGE, a municipal corporation

By:_____
Daniel R. Slater, Mayor

ATTEST:

_____
Pamela Coleman, City Clerk

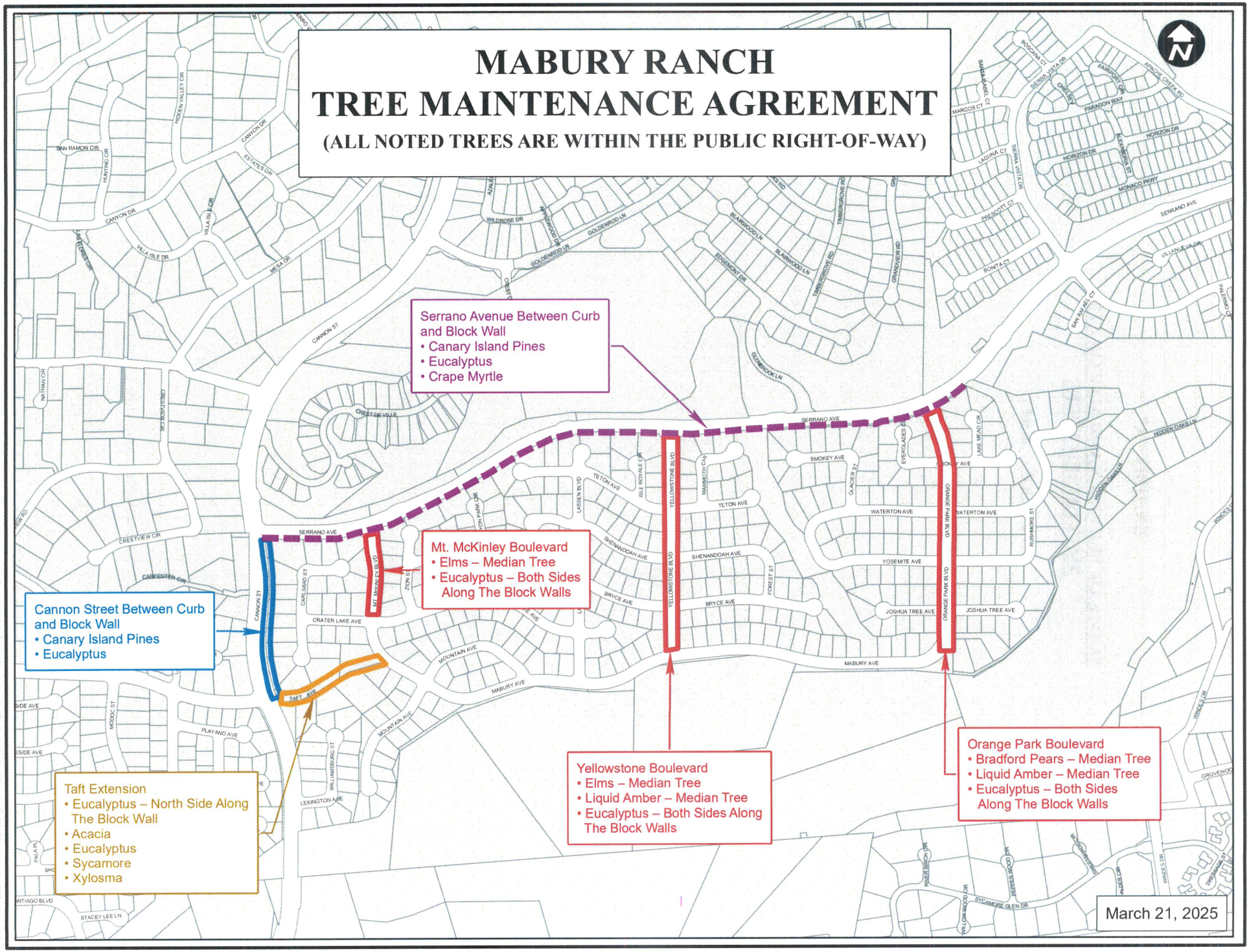
APPROVED AS TO FORM:

_____
Nathalie Adourian,
Senior Assistant City Attorney √

EXHIBIT "A"

SCOPE OF SERVICES AND MAP OF CITY MAINTAINED TREES

[Beneath this sheet.]


MABURY RANCH
TREE MAINTENANCE AGREEMENT
(ALL NOTED TREES ARE WITHIN THE PUBLIC RIGHT-OF-WAY)
Serrano Avenue Between Curb and Block Wall
• Canary Island Pines
• Eucalyptus
• Crape Myrtle
Mt. McKinley Boulevard
• Elms – Median Tree
• Eucalyptus – Both Sides Along The Block Walls
Cannon Street Between Curb and Block Wall
• Canary Island Pines
• Eucalyptus
Taft Extension
• Eucalyptus – North Side Along The Block Wall
• Acacia
• Eucalyptus
• Sycamore
• Xylosma
Yellowstone Boulevard
• Elms – Median Tree
• Liquid Amber – Median Tree
• Eucalyptus – Both Sides Along The Block Walls
Orange Park Boulevard
• Bradford Pears – Median Tree
• Liquid Amber – Median Tree
• Eucalyptus – Both Sides Along The Block Walls
March 21, 2025

March 25, 2025

Suitability of Adopting and Retaining 61 Canary Island Pine Trees along Serrano Blvd, and 22 Canary Island Pine Trees along Cannon St.

Prepared by:

Micah Jean – City of Orange Tree Services Coordinator
ISA Board Certified Master Arborist WE-9971BM
ISA Tree Risk Assessment Qualified | ISA Certified Urban Forest Professional

Prepared for:

Chris Cash – City of Orange Director of Public Works

Background:

In August 2023, I provided a summary report of conditions regarding the suitability of adopting trees within the Right of Way adjacent to Mabury Ranch HOA. The report primarily served as a broad overview to establish estimated initial and future maintenance costs. Future liability concerns due to observable conditions was a determining factor in anticipated costs.
A thorough inspection of conditions was performed in March, 2025. This document serves to provide additional information on the 61 Canary Island Pine trees along Serrano Blvd, the 22 Canary Island Pines on Cannon St, and my recommendation to remove the 61 trees on Serrano Ave, if adopted as City responsibility. This document is not intended to provide every observation or potential factor of concern, relating to current conditions, defects, and likely future liability of these trees.

Method:

To determine the likelihood of future liability issues, and compatibility as City trees: trees were assessed for species characteristics, immediate hazard, tree structural integrity defects, site conditions, and observed current infrastructure damage.

Tree Species Characteristics:

Canary Island Pine is the largest pine species native to the Old World, with recorded height and width of 196' tall and 105" DBH.
Mature trees are commonly 80-120' tall, with trunk widths 35-50" DBH. Canopy widths are commonly 20-35'.
Specimens in the native range are reported to live over 800 years. In California, anticipated longevity is 100-200 years.
On a Low / Moderate / High scale for root damage potential, Canary Island Pine is rated as Moderate. Canary Island Pine has a generally deep root system. Preventing root related infrastructure damage relies upon correct site suitability and placement.

Planting Site Conditions:

- On Serrano Ave:

52 trees are located within 11 planters, behind the sidewalk and abutting the private HOA wall. Planters are 4' wide, with some minor variance in width. Trees within planters are spaced an average of 17' apart, with some outliers. Trees in planters were measured to be between 7" and 29" to the wall, and from 9" to 28" to the sidewalk.

9 trees are located east of the planters, with distances of up to 7'-9' to HOA wall, and 26" to 68" to sidewalk.

- On Cannon St:

22 trees are located behind the sidewalk, adjacent to an open trail. Trees are generally spaced between 17' to 20' apart. Trees measured between 7' to 8' to HOA wall, and 30" to 45" to sidewalk (with 1 exception).

Competition with Private Trees:

Many trees were observed to be in current conflict with private property tree canopies, and other trees are anticipated to have future conflicts with private trees, as the trees mature.

- On Serrano Ave:

22 trees were observed to have canopies within 10' of private trees. 11 trees were observed to be in contact with private trees. 23 tree trunks were observed to have less than 30' proximity to private tree trunks.

- On Cannon St:

8 trees were observed to have canopies within 10' of private trees. 4 trees were observed to be in contact with private trees. 11 tree trunks were observed to have less than 30' proximity to private tree trunks.

Tree Conditions:

- On Serrano Ave:

Current tree size is generally small for the species, with DBH measurements between 5" and 20". The majority of trees are approximately 8"-12" DBH. The 61 trees have the capacity to grow far larger than their current size. Defects in the main stem or branch structure were observed in many (15) trees. Of 15 trees with observed structural defects, 5 constituted severe defects that currently warrant tree removal.

Of the 9 trees to the east and outside of the 4' planters:
3 trees are still staked, and staked improperly with a splint, which weakens trunk development.
2 additional trees were observed with poor structure.
4 trees have observable adjacent infrastructure damage.
1 tree trunk measured 9' to light pole.
3 trees have insufficient distance to 1 or more adjacent Crape Myrtle trees.

- On Cannon St:

DBH measurements range from 10"-27". The majority of trees are approximately 17"-20". The 22 trees are anticipated to grow larger than their current size. 5 trees were improperly pruned to remove the majority of branches on the East facing side. 1 tree was impacted by an embedded 3" metal pole. No other substantial defects were observed.

Current Infrastructure Damage:

- On Serrano Ave:

41/61 tree locations observed to have current adjacent infrastructure damage. 27 locations observed to have damage to public infrastructure. 28 locations observed to have damage to adjacent private wall.

- On Cannon St:

13/22 tree locations observed to have current adjacent infrastructure damage. 8 locations observed to have damage to public infrastructure. 7 locations observed to have damage to adjacent private wall.

Potential for Future Damage and Liability:

Proper planning for tree planting is essential to have healthy, long lived trees that provide many benefits, while limiting liability over the lifetime of trees.

When determining suitable tree placement for a site, an important factor is the space available for canopy, trunk, and root growth. Considering soil volume is a necessary component of site suitability. Trees require adequate oxygen-rich soil space for their roots, to anchor and provide the tree water and nutrients. When trees are surrounded by hardscape, their available root space is greatly diminished and made more inhospitable due to soil compaction, and other factors. When trees are placed close together, this also reduces soil volume available per tree, and the trees compete for this space. These conditions can create adverse effects, such as: stunted growth, poor health, poor anchorage, abnormal or raised root crown (mounding of the soil around trees), susceptibility to spread of pests and disease, increased likelihood of root conflicts with infrastructure, and increased likelihood of tree failure. Generally, a "good" soil volume for a large tree is 1000 cu. ft. For reference, the County of San Diego requires 600 cu. ft. for small trees, 1000 cu. ft. for medium size trees, and 1500 cu. ft. for large trees (County of San Diego BMP Design Manual, Section K, pg 32). The City of Orange Master Street Tree Plan (1999) establishes 8' x 8' as a minimum planting area for the species. If the root zone is limited to an 8' x 8' square, the soil volume is estimated as 192 cu. ft.

- On Serrano Ave:

52 trees within the 4' planters do not meet the minimum requirement of an 8' x 8' square, and also do not have adequate soil volume. Trees within the 4' planter are very likely to cause both public and private infrastructure damage. It is very likely that the future replacement of surrounding infrastructure would require the removal of trees.

- On Cannon St:

22 trees have comparatively far more soil volume, and root space. Trees are located further from the private wall, as well as sidewalk. Trees are inadequately spaced, and in too close proximity to private trees. Due to the current proximity of the private wall and sidewalk, there is opportunity to follow the City standard operating procedure for root mitigations. There is potential for selective root removal to allow for retention of trees, at the time of potential future sidewalk replacement.

Conclusion:

The Canary Island Pine trees of concern are generally not observed to be diseased, though there are a range of minor to major defects on some trees. Many trees have adjacent infrastructure damage present. Many trees have canopy conflicts with private trees.

- On Serrano Ave:

The mature size of the species is highly non-compatible with the proximity to the HOA wall, as well as the undersized planter where they reside. The current size of the pines is considered small / immature for the species, and it is anticipated that they would grow much larger. A mature Canary Island Pine

has the potential trunk size over 4' in diameter, as wide as the entire planter. As trees mature, their trunk flare and root crown (the widening at the base of the tree, where the trunk connects to the roots) often become more pronounced, which has a very high likelihood of damage to adjacent infrastructure when planted in inadequate space.

Due to the inadequate space, the likelihood of any root mitigations performed being successful without undermining the stability of the trees is unlikely. When making determinations to the suitability of selective root removal for root mitigations, proximity of cuts to the trunk is a major consideration. It would be very likely that sidewalk replacement would result in observations of root caused damage, and required root mitigations would result in the removal of trees.

It is very likely that 52 trees planted within the 4' planter will present with future liability issues. The likelihood of future issues greatly exceeds the potential liability of typical new City tree locations, due to the combination of small planter size, proximity to private infrastructure, and species.

The 9 trees not located in 4' planters are assessed to have comparatively lower likelihood of damage related to soil volume, and distance to the private wall. The 9 trees were observed to have defects, substantially inadequate spacing, and current adjacent infrastructure damage.

61/61 Canary Island Pine Trees located on Serrano Ave are recommended for removal, if adopted as City responsibility.

- On Cannon St:

There is a comparatively far greater space between infrastructure and trees, on Cannon St. Due to more available space, there is potential to follow normal root assessment and mitigation procedures during infrastructure repair.

22/22 Canary Island Pine Trees located on Cannon St are recommended for retention, if adopted as City responsibility.

Examples of Current Infrastructure Damage



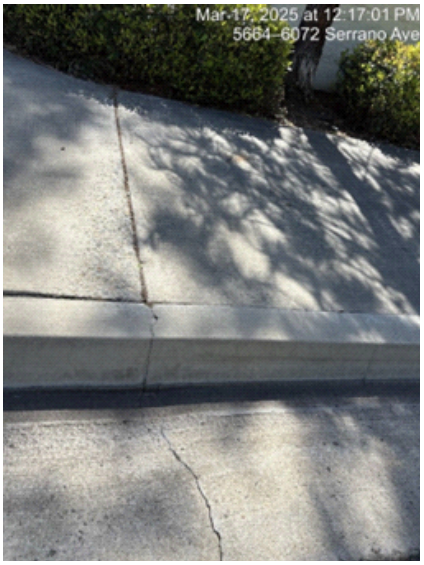






28 tree locations on Serrano Ave observed to have current damage to adjacent private wall.

Examples of Current Infrastructure Damage



















Examples of Current Infrastructure Damage









27 tree locations on Serrano Ave observed to have current damage to adjacent public infrastructure.

Examples of Current Conflicts with Private Tree Canopies













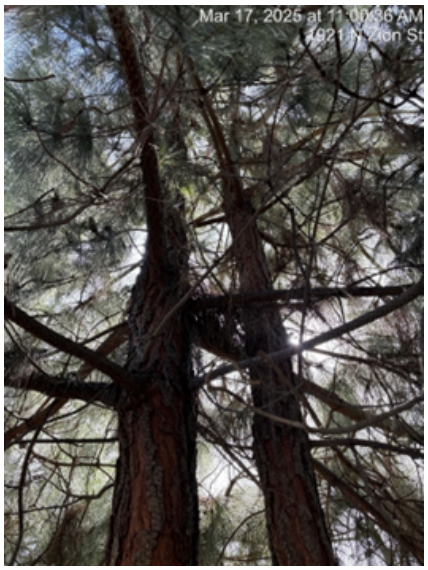
Competition and close proximity of trees may result in modified growth habit, such as leaning. Inadequate space between trees also increases the likelihood of branch failure, as trees make contact during inclement weather.

22 trees on Serrano Ave were observed to have canopies within 10' of private trees. 11 trees were observed to currently be in contact with private tree canopies.

Examples of Observed Defects











Defects in main stem and branch structure were observed in 15 trees on Serrano Ave. 5 trees were observed with severe defects, such as very poor and non-correctable branch structure, previous topping, and multi-trunk.

Examples of Potential Utility Conflicts











5 trees on Serrano Ave observed to be planted too close to street light poles, and do not meet the minimum required distance established by the Master Street Tree Plan (1999).

Man-hole covers and Utility vaults were observed in close proximity to some trees. Potential future conflict could involve requirement to repair Utility Infrastructure. Presence of underground installations reduce available soil volume and root space.

Examples of Surface Roots and Improper Root Barrier Installation











10 locations on Serrano Ave were observed with root barrier. All root barrier appeared improperly installed, with proximity as close as 4" to trunks. Root barrier installed at such close proximity to a trunk undermines the development of the root crown, the natural development of roots, and negativity effects tree health and anchorage.

Exposed surface roots were observed at 5 locations.

Planter Size





ABOVE: 52 trees observed to be in 4' wide planters.

BELOW: Example of mature Canary Island Pine at 300 E Chapman Ave parking lot. Tree measured to be 36" DBH, and approximately 40" at base. Note that the trunk flare and root crown extend further on the far side.





Planter Size, Comparison of Serrano Ave to Cannon St







ABOVE: 52 trees observed to be in 4' wide planters, with trunk proximity to wall from 7" to 26", and proximity to sidewalk from 9" to 28".

LEFT: 22 Canary Island Pine Trees along Cannon, with approximately 7-8' proximity to wall, and approximately 3' proximity to sidewalk.

Serrano Canary Island Pine INSPECTION NOTES 3/17-18 2025

West to East | **Infrastructure Proximity to trunk** | **Proximity to Private tree**

Planter	Tree Number	DBH	Sidewalk	Private Wall	Adjacent Pine	Trunk to trunk	Canopy	Defects / Other	Current Infrastructure damage observed
1	T-1	10"	17"	29"	18'	15'		Poor Structure, Co-dominate	Sidewalk displaced at 7' to trunk, sidewalk cracked at 2' to trunk, cracked curb and gutter
1	T-2	8"	22"	20"	16'	10'	In contact		
1	T-3	9"	18"	26"	17'	8'	In contact		
1	T-4	8"	21"	25"	16'	12'			Cracked curb and gutter
1	T-5	9"	20"	20"	Last in row	2@5', 1@15'			4' to cracked wall column
2	T-6	Vacant site, tree previously removed.							8' from previous tree location: Displaced and cracked sidewalk. cracked curb and gutter
2	T-7	11"	16"	18"	17'				2' - Cracked wall. Cracked curb and gutter.
2	T-8	14"	20"	14"	17'			Very poor structure. Increased risk of failure.	2.5' cracked / patched wall. Multiple underground utilities between T-8 and T-9, with cracked concrete.
2	T-9	13"	12"	17"	17'				Wall cracks 1@2', 1@6'. Chipped sidewalk. Cracked curb and gutter.
2	T-10	14"	16"	19"	Last in row			8' Trunk proximity to light pole.	Displaced sidewalk panels @5' @8', grinds at 15', Cracks around light pole.
3	T-11	16"	18"	19"	17'			4" surface root between trunk and column	Cracked block in wall column. Cracked and raised sidewalk at 8'
3	T-12	13"	18"	21"	17'				Wall crack adjacent to trunk. Additional light crack between T-11 and T-12. Minor sidewalk crack, and broken corner of panel.
3	T-13	13"	17"	20"	17'				Light wall crack @ 2.5'
3	T-14	20"	17"	18"				3" root abutting sidewalk. Very poor structure. Co-dom at 4'.	Sidewalk displaced. Wall cracked @2', @6'.
3	T-15	14"	17"	24"	Last in row			Poor branch structure.	SW cracked and displaced at 6'. Wall column cracked at 5'.
4	T-16	8"	18"	25"	17'				Vertical wall crack @4', Broken SW at 8'
4	T-17	12"	23"	21"	18'			Poor branching structure	
4	T-18	12"	20"	20"	18'	25'	Less than 1'		Vertical crack @3'
4	T-19	8"	24"	21"	16'	20'	0'		Cracked curb and gutter
4	T-20	8"	24"	20"	Last in row	25'	3'	Very poor structure, narrow co-dom w/ included bark	Cracked wall and column
5	T-21	8"	20"	21"	15'			Narrow canopy, 2" surface root	
5	T-22	7"	18"	18"	18'	30'	2'	Root barrier @10", surface roots, poor trunk flare. Narrow.	Vertical crack in wall @3'
5	T-23	8"	15"	19"		25'	0'	Root barrier @4". Poor / lack of radial flare.	
5	T-24	9"	14"	20"	16'			Sprinkler @6"	
5	T-25	7"	26"	30"	Last in row	12'	0'	All branches limited to North side. Surface roots.	
6	T-26	4"	24"	24"	16'	30'	0'	Staked and tied @ 12'. Root barrier @ 6"	
6	T-27	12"	20"	20"	18'		Competing	Root barrier @ 10". Poor radial flare.	
6	T-28	8"	28"	26"	17'			Root barrier @9".	Wall cracked / patched @ 4'
6	T-29	10"	24"	24"	17'			Root barrier @12"	Adjacent SW panel displaced. Wall cracked / patched.
6	T-30	12"	21"	22"	last in row			Root barrier @6". Sprinkler @16"	Adjacent concrete grinds. Cracked and raised SW parallel with wall, broken curb and gutter
7	T-31	7"	25"	26"	18'	20'	3'	Root barrier@12". Sprinkler@24"	
7	T-32	9"	18"	25"	17'	15'	1'	Root barrier@10". Surface roots.	Raised concrete panel. Cracked wall column @3'
7	T-33	12"	18"	19"	18'		0'	Sprinkler @18". Surface roots. Very poor structure.	
7	T-34	9"	20"	17"	18'				Ultility man-hole, with cracked sw.
7	T-35	10"	21"	7"	17'			Root barrier@12". Corrected lean. Co-dom @20'.	Displaced concrete panel.
7	T-36	12"	21"	21"	20'				cracked wall column@4'. Minor SW displacement@3'
7	T-37	12"	21"	22"	Last in row	20' and 30'	4' and 6'	Surface roots abutt wall.	
8	T-38	14"	18"	24"	21'			8' to light pole. 1' proximity of canopy to pole.	Adjacent concrete to all trees in 8th planter appears minor elevated on planter sd, and depressed at curb side.
8	T-39	10"	24"	26"	19'				Patched wall crack
8	T-40	12"	23"	23"	last in row	15'	Competing	Root barrier@10"	
9	T-41	10"	22"	28"	18'	45'	5'	Surface root.	Raised and cracked SW.
9	T-42	10"	23"	25"	18'	20'	3'		Cracked wall, missing brick.
9	T-43	10"	24"	23"	24'	25'		trunk 9' to light pole. Canopy @3' to pole.	Wall lightly cracked
9	T-44	5"	27"	26"	12'	8'	0'	Corrected lean. Stake tied at 8'. Root barrier@12".	Cracked/patched wall.
9	T-45	7"	24"	25"	Last in row	20'	0'		Wall cracked. Cracked and raised SW at 18'
10	T-46	8"	18"	26"	17'			Competing with adjacent pine.	3' to Edison Vault.
10	T-47	18"	20"	18"	20'				Cracked wall @6'
10	T-48	9"	14"	23"	last in row			Very poor structure. Likely previously topped at 9'.	Cracked and raised SW @14'. Adjacent SW panel cracked at seam.
11	T-49	20"	9"	19"	18'			Sprinkler @4". Lightpole 12' to trunk. Poor structure.	Displaced SW@6'.
11	T-50	16"	13"	23"	19'				
11	T-51	14"	15"	17"	18'				Wall crack @8'. Surface roots.
11	T-52	9"	20"	19"	Last in row			Co-dom with included bark @20'	Wall crack at 2'
Outside	T-53	8"	32"	86"				Corrected lean. Poor structure.	7' to wall crack.
Outside	T-54	13"	26"	85"	22'			9' to light pole.	Sidewlk cracked @11'
Outside	T-55	13"	68"	84"	23'	30'		Possible retention.	Wall cracked
Outside	T-56	12"	68"	84"		15'		Possible retention.	SW cracked at 7'. Wall cracked at 18'
Outside	T-57	6"	40"	120"	47'			Improperly staked with splint. Too close to private Euc.	
Outside	T-58		35"	120"		18'	9'	Co-dom . Improperly staked with splint.	
Outside	T-59	5"	54"	108"	15'	25'	8'	Improperly staked with splint.	
Outside	T-60	9"	52"	108"	29'	20'	4'	Corrected lean @2'. Narrow competing leader at 10'	Compensating root growth on SW side likely to increase, due to lean.
Outside	T-61	13"	48"	108"				Possible retention	Multiple Crape Myrtle in conflict (6", 2" DBH)

Cannon St Canary Island Pine INSPECTION NOTES 3/25/25

South to North **Infrastructure Proximity to trunk** **Proximity to Private tree**

Tree Number	DBH	Sidewalk	Private Wall	Adjacent Pine	Trunk to trunk	Canopy	Defects / Other	Current Infrastructure damage observed
T-1	17"	35"	90"	19'	14'		Improperly pruned to remove majority of branches on east facing side, and to remove overhang of private trees.	
T-2	18"	39"	90"	20'	15'		Improperly pruned to remove majority of branches on east facing side, and to remove overhang of private trees.	
T-3	20"	38"	90"	20'	10'	8'	Improperly pruned to remove majority of branches on east side.	2" and 3" surface roots observed.
T-4	14"	30"	96"	21'	12'		Improperly pruned to remove majority of branches on east side.	Sidewalk cracked @ 11'
T-5	11"	45"	96"	17'	16'	8'	Improperly pruned to remove majority of branches on east side.	Sidewalk displaced @4'
T-6	17"	35"	96"	17'	10'	0'	Elevated root crown.	Wall cracked
T-7	19"	35"	96"	19'	15'	3'		
T-8	20"	38"	96"	20'	13'	0'		
T-9	12"	34"	96"	19'			Corrected lean	
T-10	26"	34"	90"	67'				Displaced sidewalk at 6'
T-11	19"	36"	90"	19'			8' to light pole.	Sidewalk displaced @8'. Wall crack@9'
T-12	21"	38"	84"	18'				
T-13	17"	38"	90"	19'	15'	0'		wall crack @7'
T-14	20"	35"	90"	18'			3" metal pole embedded in trunk.	patched wall crack.
T-15	21"	28"	90"	20'	20'	0'	10" to "RCV" utility box.	Sidewalk displaced @6'
T-16	10"	39"	96"	20'				Sidewalk displaced @4'
T-17	22"	36"	90"	20'				Sidewalk displaced @8'. Wall crack@8'
T-18	15"	40"	96"	73'	16'	0'		
T-19	23"	31"	90"	19'				minor wall crack
T-20	19"	37"	90"	19'				Sidewalk displaced@6'. Wall cracked.
T-21	27"	32"	90"	19'			5' to "RCV" utility box	Sidewalk cracked.
T-22	19"	6"	90"				5.5' to light pole. New sidewalk installed very close to trunk.	

Agenda Item

City Council

Item #: 9.3. 8/12/2025 **File #:** 25-0384

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Christopher Cash, Public Works Director**

1. SUBJECT

Establishment of Permit Parking Area “AC” to be comprised of both sides of E. Via Lardo Avenue from S. Hewes Street to easterly terminus. Resolution No. 11626.

2. SUMMARY

Staff received a request for permit parking on Via Lardo Avenue. The request was processed in accordance with the City’s Neighborhood Permit Parking Program, adequately supported by the affected property owners, and approved by the City Traffic Commission. If approved, Via Lardo Avenue will establish Permit Parking Area “AC”.

3. RECOMMENDED ACTION

Adopt Resolution 11626 approving permit parking on Via Lardo Avenue. A Resolution of the City Council of the City of Orange adopting a revised master resolution of designated permit parking areas and established permit parking opportunity areas within the City of Orange.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The City’s Neighborhood Permit Parking Program (NPPP) provides a mechanism for protecting residential streets from external parking overflow when certain criteria are satisfied. To initiate the NPPP process, a property owner on an affected and eligible street must submit a written request identifying the streets and boundaries for permit parking as well as days and times where demand for on-street parking is the highest. City staff will review the proposed streets for eligibility for incorporation into the permit parking program. Once reviewed, staff will conduct a parking occupancy study on eligible streets. A street must have a minimum 75% parking occupancy and 75% property owner support via a petition process. If these criteria are met, staff will present the proposed permit parking boundaries to City Traffic Commission (CTC) for initial review and City Council for final approval.

Permit Parking on E. Via Lardo Avenue

Staff received a written request to implement permit parking on E. Via Lardo Avenue. After reviewing the street and neighborhood, staff confirmed that E. Via Lardo Avenue met the objectives and criteria of the City's NPPP for permit parking consideration. Staff mapped the number of legal parking spaces for the street and conducted parking occupancy studies during hours of highest demand identified by the proponent. E. Via Lardo Avenue exceeded the 75% minimum level of parking occupancy, with an average parking occupancy of 100%. Subsequently, staff mailed petitions to affected property owners. The results of the petition process for E. Via Lardo Avenue indicate that 75% of property owners are in favor of permit parking, 0% are opposed, and 25% did not respond.

Because the property owner support on the street met the 75% stipulated in the NPPP, staff supports, and the CTC recommends implementation of permit parking. If approved, E. Via Lardo Avenue, from S. Hewes Street to easterly terminus, would establish Permit Parking Area "AC".

7. ATTACHMENTS

- Attachment 1 Resolution No. 11626
- Attachment 2 Via Lardo Activation Map
- Attachment 3 City Traffic Commission Staff Report June 11, 2025
- Attachment 4 Draft City Traffic Commission Minutes June 11, 2025
- Attachment 5 Notification Letter Via Lardo

Agenda Item

City Council

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The City’s Neighborhood Permit Parking Program (NPPP) provides a mechanism for protecting residential streets from external parking overflow when certain criteria are satisfied. To initiate the NPPP process, a property owner on an affected and eligible street must submit a written request identifying the streets and boundaries for permit parking as well as days and times where demand for on-street parking is the highest. City staff will review the proposed streets for eligibility for incorporation into the permit parking program. Once reviewed, staff will conduct a parking occupancy study on eligible streets. A street must have a minimum 75% parking occupancy and 75% property owner support via a petition process. If these criteria are met, staff will present the proposed permit parking boundaries to City Traffic Commission (CTC) for initial review and City Council for final approval.

Permit Parking on E. Via Lardo Avenue

Staff received a written request to implement permit parking on E. Via Lardo Avenue. After reviewing the street and neighborhood, staff confirmed that E. Via Lardo Avenue met the objectives and criteria of the City's NPPP for permit parking consideration. Staff mapped the number of legal parking spaces for the street and conducted parking occupancy studies during hours of highest demand identified by the proponent. E. Via Lardo Avenue exceeded the 75% minimum level of parking occupancy, with an average parking occupancy of 100%. Subsequently, staff mailed petitions to affected property owners. The results of the petition process for E. Via Lardo Avenue indicate that 75% of property owners are in favor of permit parking, 0% are opposed, and 25% did not respond.

Because the property owner support on the street met the 75% stipulated in the NPPP, staff supports, and the CTC recommends implementation of permit parking. If approved, E. Via Lardo Avenue, from S. Hewes Street to easterly terminus, would establish Permit Parking Area "AC".

7. ATTACHMENTS

- Attachment 1 Resolution No. 11626
- Attachment 2 Via Lardo Activation Map
- Attachment 3 City Traffic Commission Staff Report June 11, 2025
- Attachment 4 Draft City Traffic Commission Minutes June 11, 2025
- Attachment 5 Notification Letter Via Lardo

RESOLUTION NO. 11626

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE ADOPTING A REVISED MASTER RESOLUTION OF DESIGNATED PERMIT PARKING AREAS AND ESTABLISHED PERMIT PARKING OPPORTUNITY AREAS WITHIN THE CITY OF ORANGE

WHEREAS, pursuant to California Vehicle Code Section 22507, local authorities may generally prohibit or restrict the stopping, parking, or standing of vehicles on certain streets or highways, or portions thereof, during all or certain hours of the day; and

WHEREAS, local authorities may also include a designation of certain streets upon which preferential parking privileges are established with a permit or permits that exempt them from the prohibition or restriction of the ordinance or resolution; and

WHEREAS, pursuant to the authority provided by the California Vehicle Code, the City Council of the City of Orange codified Chapter 10.30 of the Orange Municipal Code generally establishing parking requirements for the City of Orange; and

WHEREAS, Sections 10.30.010 and 10.30.020 specifically establishes the Neighborhood Parking Permit Program designating portions of certain public streets for permit-parking and explicitly authorizes the City Council of the City of Orange to add, remove or modify designated areas within the Neighborhood Parking Permit Program by resolution; and

WHEREAS, the creation of a "Master Resolution" containing all the permit parking areas in a single document eliminates the need to potentially revise multiple resolutions when an area is added, deleted, or modified within the Neighborhood Parking Permit Program; and

WHEREAS, the City Council of the City of Orange most recently adopted said Master Resolution on May 13, 2025 (Resolution No. 11606), containing a list of all permit parking areas within the City; and

WHEREAS, staff now recommends adding additional streets in the Neighborhood Permit Parking Program; and

WHEREAS, accordingly, the City Council desires to rescind Resolution No. 11606 and replace it with a revised Resolution;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Orange does resolve as follows:

SECTION I:

That Resolution No. 11606, adopted May 13, 2025, is hereby rescinded, effective immediately upon the date of the adoption of Resolution No. 11626.

SECTION II:

The following streets be added to the Neighborhood Permit Parking Program as Area "AC":

Both sides of E. Via Lardo Avenue from S. Hewes Street to Easterly Terminus.

SECTION III:

That the Master Resolution of Permit Parking Area for the Neighborhood Permit Parking Program attached hereto as Exhibits "A", "B", "C", "D", "E", "F", "G", "H" and "I" are hereby adopted.

ADOPTED this ____ day of _____, 2025

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Wayne W. Winthers
Interim City Attorney, City of Orange

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the _____ day of _____, 2025 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

EXHIBIT A

The following areas are all areas that have been designated by the City Council for inclusion in the Neighborhood Permit Parking Program and are subject to Chapter 10.30 of the Orange Municipal Code. Any additions or deletions to the Neighborhood Permit Parking Program shall be made by amending this Master Resolution.

CHAPMAN UNIVERSITY NEIGHBORHOOD PERMIT PARKING AREA "A"

1. Both sides of Center St. from Walnut Ave. to the southern terminus of Center St. adjacent to residential land uses.
2. Both sides of Cleveland St. from Palm Ave. to Sycamore Ave.
3. East side of Cypress St. from Maple Ave. to the southern property line of 171 North Cypress St.
4. Both sides of Cypress St. from Walnut Ave. to Sycamore Ave.
5. Both sides of Everett Pl. from Shaffer St. to Glassell St.
6. Both sides of Glassell St. from Walnut Ave. to Rose Ave.
7. East side of Grand St. from the southern property line of 127 N Grand Street to the northern property line of 147 North Grand St.
8. Both sides of Grand St. from Palm Ave. to the southern property line of 183 N Grand St. adjacent to residential land uses.
9. Both sides of Grand St. from Mayfair Ave. to Walnut Ave. adjacent to residential land uses.
10. Both sides of Harwood St. from Palm Ave. to the northern terminus of Harwood St.
11. Both sides of Jefferson Ave. from Harwood St. to Shaffer St.
12. East side of Lemon St. from Maple Ave. to the southern property line of 149 North Lemon St.
13. Both sides of Lemon St. from Palm Ave. to Walnut Ave. adjacent to residential land uses.
14. Both sides of Maple Ave. from Cleveland St. to Orange St. adjacent to residential land uses.
15. North side of Maple Ave. from Olive St. to the eastern property line of 115 East Maple Ave.
16. Both sides of Mayfair Ave. from Shaffer St. to Glassell St.
17. Both sides of Olive St. from Maple Ave. to the northern terminus of Olive St. adjacent to residential land uses.
18. Both sides of Olive St. from Sycamore Ave. to Walnut Ave.
19. Both sides of Orange St. from Maple Ave. to Palm Ave. adjacent to residential land uses.
20. Both sides of Orange St. from Walnut Ave. to the northern terminus of Orange St.
21. Both sides of Palm Ave. from Harwood St. to Glassell St. adjacent to residential land uses.
22. North side of Palm Ave. from Pine St. to Harwood St.
23. Both sides of Rose Ave. from Glassell St. to Grand St.
24. Both sides of Shaffer St. from Chapman Ave. to Walnut Ave. adjacent to residential land uses.
25. West side of Shaffer St. from Walnut Ave. to the northern property line of 516 North Shaffer St.
26. Both sides of Sycamore Ave. from Cambridge St. to Center St.
27. North side of Sycamore Ave. from Glassell St. to the western property line of 317 West Sycamore Ave. adjacent to residential land uses.
28. South side of Sycamore Ave. from the western property line of 314 West Sycamore Ave. to Lemon St.
29. Both sides of Walnut Ave. from Cambridge St. to Center St. adjacent to residential land uses.

AREA "B"

1. Both sides of Adams Ave. from Glassell St. to Grand St.
2. Both sides of Hoover Ave. from Glassell St. to Grand St.
3. Both sides of Quincy Ave. from Glassell St. to Grand St.
4. Both sides of Wilson Ave. from Glassell St. to Grand St.

AREA "C"

1. Both sides of Compton Ave. from Manchester Ave. to Lewis St.
2. East side of Lewis St. from the northerly property line at 4035 Compton Ave. to the southern property line of 119 N. Lewis St.
3. West side of Manchester Ave. from Sheringham Ave. to Compton Ave.
4. North side of Sheringham Ave. from Manchester Ave. to Windgap Dr.
5. South sides of Sheringham Ave. from Woodridge Cr. to Windgap Dr.
6. Both sides of Sunningdale Cr. from Compton Ave. south to include the cul-de-sac.
7. Both sides of Windgap Dr. from Compton Ave. south to include the cul-de-sac.
8. West side of Woodridge Cr. from Sheringham Ave. south to include the cul-de-sac.
9. East side of Woodridge Cr. from the northerly property line of 119 N. Woodridge Cr. south to include the cul-de-sac.

AREA "D"

1. Both sides of Dunas St. from Maple Ave. north to include the cul-de-sac.
2. Both sides of Maple Ave. from Prospect St. to Olympia Way.
3. Both sides of Olympia Way from Maple Ave. to Spring St.
4. Both sides of Shasta St. from Maple Ave. north to include the cul-de-sac.
5. Both sides of Vine Ave. from Olympia Way to its western terminus.
6. Both sides of First St. from Chapman Ave. north to include the cul-de-sac.
7. Both sides of Pearl Ave. from First St. to McPherson Rd.
8. East side of McPherson Rd. from 131 to 133 N. McPherson Rd.

AREA "E"

1. West side of Elm St. south of Sycamore Ave. to include the cul-de-sac.

AREA "F"

Permit Parking between the hours of 10:00 p.m. and 6:00 a.m.

1. Both sides of Almond Ave. from Prospect St. to Violet Ln.
2. Both sides of Kathleen St. from Chapman Ave. to Palmyra Ave.
3. Both sides of Palmyra Ave. from Craig Dr. to Prospect St.
4. East side of Prospect St. from Almond Ave. to Palmyra Ave.
5. Both sides of Violet Ln. from Almond Ave. to Palmyra Ave.

AREA "G"

Permit Parking between the hours of 10:00 p.m. and 6:00 a.m.

1. Both sides of Euclid Ave. from James St. to Seranado St.
2. Both sides of James St. from Sycamore Ave. to Euclid Ave.
3. Both sides of Palm Ave. from Swidler St. to Seranado St.
4. Both sides of Sycamore Ave. from Swidler St. to Seranado St.
5. Both sides of Seranado St. from Spring St. to Walnut Ave.
6. Both sides of Silverleaf Ave. from Thomas St. to Seranado St.
7. Both sides of Spring St. from Swidler St. to Seranado St.
8. Both sides of Swidler St. from Spring St. to Walnut Ave.
9. Both sides of Thomas St. from Sycamore Ave. to Silverleaf Ave.
10. Both sides of Walnut Ave. from Swidler St. to Seranado St.

AREA "H"

1. Both sides of Shaffer St. beginning 390 feet north of Katella Ave. and ending at Trenton Ave. (R-1 zoned single-family residences only.)

AREA "I"

1. Both sides of Almond Ave. from Prospect St. to Dunas St.
2. Both sides of Century Ave. from James St. to Thomas St.
3. Both sides of Craig Dr. 100 feet south of Roberta Dr. to Prospect St.
4. Both sides of Dunas St. from Palmyra Ave. to Almond Ave.
5. Both sides of James St. from Century Dr. to La Veta Ave.
6. North side of La Veta Ave. from Prospect St. to Dunas St.
7. Both sides of Merelet Ln. from Craig Dr. to include the cul-de-sac.
8. Both sides of Olympia Way from Palmyra Ave. to Almond Ave.
9. North side of Palmyra Ave. from Prospect St. to Thomas St.
10. Both sides of Ruth Pl. easterly of James St.
11. Both sides of Ruth Pl. from Prospect St. to Olympia Way.
12. Both sides of Shasta St. from Palmyra Ave. to Almond Ave.
13. Both sides of Thomas St. from Century Dr. to Palmyra Ave.

AREA "J"

1. Both sides of Binnacle Ave. from Jetty Dr. to its easterly terminus.
2. North side of Chapman Ave. from Jetty Dr. to 4537 W. Chapman Ave.
3. North side of Chapman Ave. frontage road from Jetty Dr. to cul-de-sac.
4. Both sides of Grant Pl. from Chapman Ave. northerly to include the cul-de-sac.
5. Both sides of Jetty Dr. from Chapman Ave. to Sirius Ave.
6. West side of Lewis St. from Sirius Ave. to Simmons Ave.
7. South side of Simmons Ave. from Lewis St. to Spinnaker St.
8. Both sides of Sirius Ave. from Lewis St. to Jetty Dr.
9. Both sides of Spinnaker St. from Binnacle Ave. to Simmons Ave.

10. Both sides of Stay Court easterly of Jetty Dr.
11. Both sides of Tiller Ave. from Lewis St. to Spinnaker St.

AREA "K"

1. Both sides of the 2700 block of E. Bennett Ave.
2. Both sides of the 2700 block of E. Killingsworth Ave.
3. Both sides of the 100-200 blocks of N. Malena Dr.
4. Both sides of the 2700 block of E. Sherman Ave.
5. Both sides of the 100-200 blocks of N. Wheeler St.

AREA "L"

1. Both sides of Jacaranda Ave. from Morgan St. to Mallard St.
2. Both sides of Juniper Ave. from Morgan St. to Mallard St.
3. Both sides of Mallard St. from Collins Ave. northerly to 985 N. Mallard St.
4. Both sides of Morgan St. from Collins Ave. northerly to 986 N. Morgan St.

AREA "M"

1. Both sides of Citrus St. from Almond Ave. to the southerly commercial property lines south of Chapman Ave.

AREA "N"

1. West side of Bedford Rd. from La Veta Ave. to Bronson Ave.

AREA "O"

1. North side of Spring St. from Hewes St. to Earlham St.

AREA "P"

1. Both sides of the 1000 block of Gardner Dr.
2. Both sides of the 1000 block of Greengrove St.
3. Both sides of Monroe Ave. from California St. to Lincoln St.
4. Both sides of Quincy Ave. from California St. to Lincoln St.
5. Both sides of Lincoln St. between Adams Ave. and Wilson Ave. including the cul-de-sac.
6. West side of Lincoln St. from 990 N. Lincoln St. to Adams Ave.
7. East side of Lincoln St. from 1073 N. Lincoln St. to Adams Ave.
8. Both sides of Adams Ave. between Lincoln St. and California St.

AREA "Q"

1. Both sides of the 8500 block of Biscayne Way.
2. Both sides of the 8500 block of Deershire Ct.
3. Both sides of the 200 block of Fairfield Ln.
4. Both sides of the 200 block of Firenza Way.
5. Both sides of the 8500 block of Heatherview Ln.

AREA "R"

1. Both sides of San Luis Dr. from 7821 (north side) to Santa Cruz Ave., and from 7816 (south side) to the beginning of 8132.
2. 8102 and 8110 Santa Cruz Ave. (south side).
3. Both sides of Santa Maria St. between San Luis Dr. and Santa Cruz Ave.

AREA "S"

1. Both sides of Poplar St. between Maple Ave. and the cul-de-sac.
2. North side of Maple Ave. between Stevens St. and 1949 W. Maple Ave.
3. South side of Maple Ave. from Stevens St. to 2010 W. Maple Ave.
4. Both sides of Eckhoff St. between 130-283 N. Eckhoff St.

AREA "T"

1. Both sides of Cully Dr. from the westerly property lines of 861 and 864 W. Cully Dr. to the cul-de-sac.
2. Four spaces on the east side of Eckhoff St. from the southerly limit to W. Arbor Way (approximately 110 feet).
3. Five spaces on the east side of Eckhoff St. from 45 feet north of W. Arbor Way end of curb return to Maple Ave. (approximately 140 feet. It allows one parking space to remain in the permit parking program just north of the driveway at 2037 W. Arbor Way for visibility).
4. Three spaces on the east side of Eckhoff St. north of Willow Ave. to the northerly limit (approximately 70 feet).
5. Two spaces on the east side of Eckhoff St. from the existing red curb north of Maple Ave. to the driveway south of 206 N. Eckhoff St.

AREA "U"

1. Both sides of Waverly St. from the northerly property lines of 133 and 138 S. Waverly St. to Almond Ave.

AREA "V"

1. The south side of E. Rose Ave. from 1932/1934 to N. Highland St.
2. Both sides of N. Highland St. from E. Rose Ave. to E. Barkley Ave.
3. Both sides of E. Mayfair Ave. from 1740 E. Mayfair Ave. to N. Highland St.
4. The south side of E. Lomita Ave. from 1734/1736 to N. Highland St.
5. The north side of E. Lomita Ave. from 1901 to N. Highland St.
6. Both sides of E. Barkley Ave. from the cul-de-sac to N. Highland St.
7. Both sides of the cul-de-sacs of N. Victoria Dr., N. Russell Dr., and N. Shirley Dr., north of E. Mayfair Ave.

AREA "W"

1. Both sides of Madison Ave. from Wayfield St. to the cul-de-sac.
2. Both sides of Orange Grove Ave. from Wayfield St. to the westerly property lines of 1743/1744
3. E. Orange Grove Ave.
4. East side Wayfield St. between Orange Grove Ave. and the southerly property lines of 550/555 Wayfield St.
5. West side of Wayfield St. between Orange Grove Ave. and Madison Ave.

AREA "X"

1. South side of Collins Ave. from Hart St. to 2842 E. Collins Ave.

AREA "Y"

1. Both sides N. Citrus St. from Walnut Ave. to W. Sycamore Ave.

AREA "Z"

1. Both sides of Sycamore Ave. from Rancho Santiago Blvd. to Richard St.
2. Both sides Rancho Santiago Blvd. from the south city limits to Silverleaf Ave.
3. Both sides of Silverleaf Ave. from Rancho Santiago Blvd. to Richard St.
4. Both sides of Christine St. from Silverleaf Ave. to Sycamore Ave.
5. Both sides of Richard St. from Silverleaf Ave. to Sycamore Ave.

AREA "AA"

1. Both sides of Ryals Ln. from the West City limit to Bob White Way.
2. East side of Bob White Way between Ryals and Partridge Ln.
3. Both sides of the 200 Block of Renee St.
4. Both sides of Avenida Palmar, from west City limits to N. Thora St.
5. Both sides of Sandpiper Circle.

AREA "AB"

1. Both sides of Mallard Street, from 985 N. Mallard St. to Jackson Ave.

AREA "AC"

1. Both sides of Via Lardo Avenue from Hewes Street to easterly terminus.

OPPORTUNITY AREA "1"

1. Both sides of Lilac Ln. from Culver Ave. to Orchard Ave.
2. Both sides of Plum Ln. from Culver Ave. to Orchard Ave.
3. Both sides of Orchard Ave. from Flower St. to the easterly terminus of the street.
4. Both sides of Bedford Rd. between Culver Ave. and La Veta Ave.

5. Both sides of Devon Rd. between Palmyra Ave. and Culver Ave. (permit parking between the hours 4:00p.m. and 9:00a.m.)
6. Both sides of Crest Rd. between Palmyra Ave. and Culver Ave.

Opportunity Area "2"

1. Both sides of Fairway Dr. from Cambridge St. to Tustin St.
2. Both sides of Young Cir. south of Fairway Dr.
3. Both sides of Greenview Dr. south of Fairway Dr.

OPPORTUNITY AREA "3"

1. Wayfield St. between Palm Ave. and Walnut Ave.
2. Palm Ave. between Park Ln. and Wayfield St.
3. Park Ln. between Dana Pl. and Palm Ave.
4. Wayfield Cr. south of Palm Ave.
5. Both sides of Mount Vernon Ave. between Wayfield St. and Le May Ct.
6. Both sides of Park Ln. between Mount Vernon Ave. and Sycamore Ave.
7. Both sides of Martha Ave. east of Park Ln.
8. Both sides of Sycamore Ave. between Wayfield St. and Highland St.
9. Both sides of Highland St. between Sycamore Ave. and south terminus.
10. Both sides of Wayfield St. from Chapman Ave. north to include the cul-de-sac.

OPPORTUNITY AREA "4"

1. Both sides of Trenton Ave. from the westerly property lines of 331 E. Trenton Ave. and 1482 N. Grant St. to Shaffer St.
2. Both sides of Trenton Ave., from Shaffer St to Cleveland St.
3. Both sides of Grant St. from Trenton Ave. to the cul-de sac.

OPPORTUNITY AREA "5"

1. Both sides of Greengrove St. from Meats Ave. to the southern terminus.
2. Both sides of Del Mar Ave. from Cambridge St. to Greengrove St.
3. South side of Meats Ave., from Cambridge St. to Greengrove St.

EXHIBIT B

The following are descriptions of preemptively established permit parking opportunity areas approved by the City Council and are subject to Chapter 10.30 of the Orange Municipal Code. Any additions or deletions to the Neighborhood Permit Parking Program shall be made by amending this Master Resolution.

CHAPMAN UNIVERSITY NEIGHBORHOOD PERMIT PARKING OPPORTUNITY AREA "A"

Generally bounded by Lomita Avenue to the north, Cypress Street to the west, Chapman Avenue to the south, and Cambridge Street to the east, as shown in Exhibit C.

OPPORTUNITY AREA "1"

To the north, Opportunity Area "1" is comprised of the area bounded by Sycamore Avenue. To the west, Opportunity Area "1" is comprised of the area bounded by, but does not include, the 57 Freeway. To the south, Opportunity Area "1" is comprised of the area bounded by, but does not include, the 22 Freeway from the 57 Freeway to Bedford Road, and La Veta Avenue from Bedford Road to Main Street. To the east, Opportunity Area "1" is comprised of the area bounded by, and inclusive of, the east side of Bedford Road from the 22 Freeway to La Veta Avenue; and bounded by, but does not include, Main Street from La Veta Avenue to Sycamore Avenue.

OPPORTUNITY AREA "2"

To the north, Opportunity Area "2" is comprised of the area bounded by, but does not include, the Santiago Creek Bike Trail. To the west, Opportunity Area "2" is comprised of the area bounded by, but does not include, Cambridge Street. To the south, Opportunity Area "2" is comprised of the area bounded by, but does not include, the 22 Freeway. To the east, Opportunity Area "2" is comprised of the area bounded by, but does not include, Tustin Street.

OPPORTUNITY AREA "3"

To the north, Opportunity Area "3" is comprised of the area bounded by, but does not include, the Walnut Avenue. To the west, Opportunity Area "3" is comprised of the area bounded by, and inclusive of, Wayfield Street from Walnut Avenue to Palm Avenue and Wayfield Street from Chapman Avenue to the northern terminus of Wayfield Street. To the south, Opportunity Area "2" is comprised of the area bounded by, but does not include, Chapman Avenue. To the east, Opportunity Area "2" is comprised of the area bounded by, but does not include, the 55 Freeway and Le May Court.

OPPORTUNITY AREA "4"

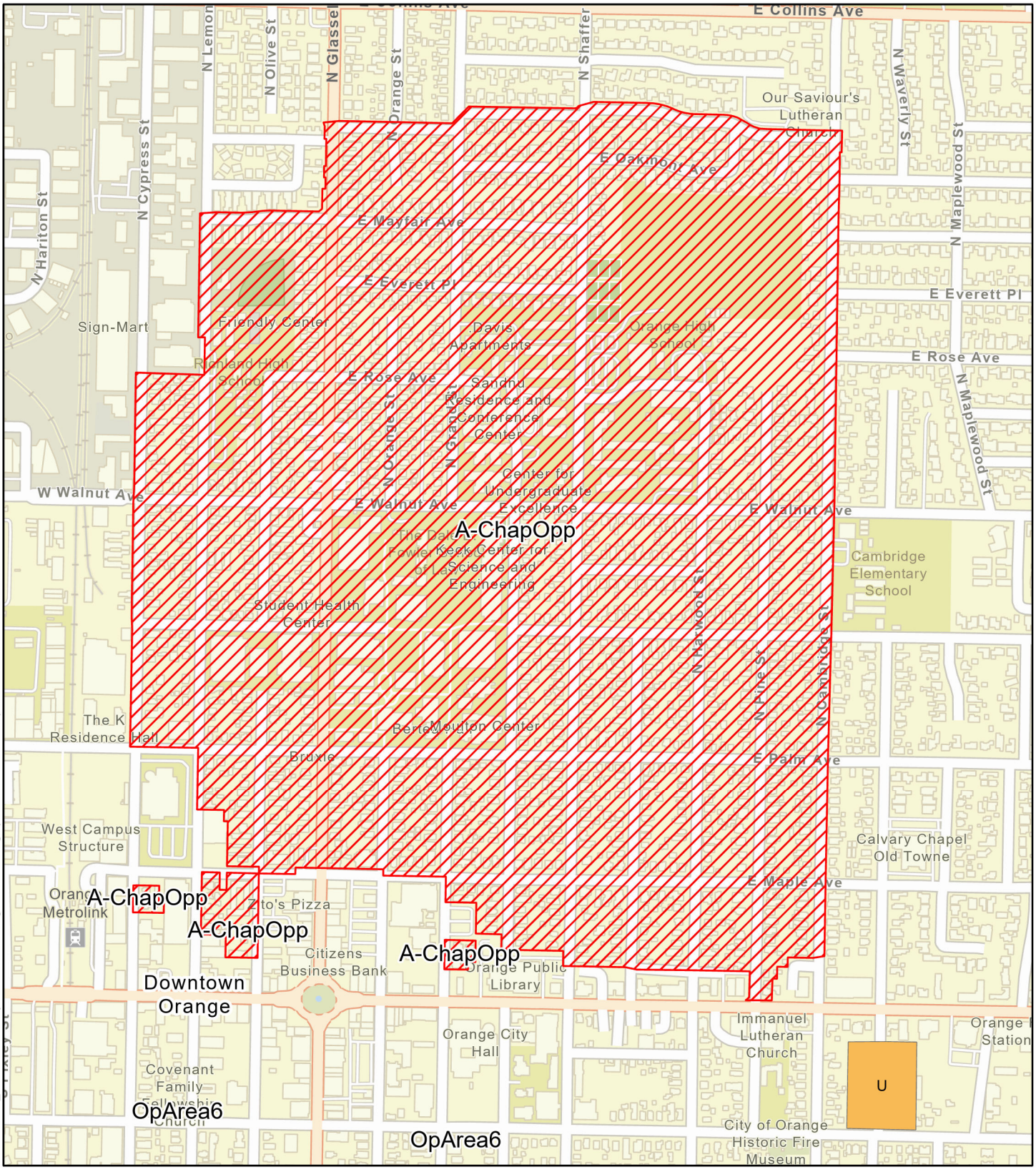
To the north, Opportunity Area "4" is comprised of the area bounded by, and inclusive of, Trenton Avenue. To the west, Opportunity Area "4" is comprised of the area bounded by the western property line of 331 East Trenton Avenue. To the south, Opportunity Area "4" is comprised of the area bounded by the prolongation of the southern property line of 1411 North Shaffer Street and 1412 North Shaffer Street. To the east, Opportunity Area "4" is comprised of the area bounded by, but does not include, Cambridge Street.

OPPORTUNITY AREA "5"

To the north, Opportunity Area "5" is comprised of the area bounded by, and inclusive of, the south side of Meats Avenue. To the west, Opportunity Area "5" is comprised of the area bounded by, but does not include, Cambridge Street. To the south, Opportunity Area "5" is comprised of the area bounded by, and inclusive of, Del Mar Avenue and the southern terminus of Greengrove Street. To the east, Opportunity Area "5" is comprised of the area bounded by, and inclusive of, Greengrove Street.

OPPORTUNITY AREA "6"

Opportunity Area "6" is generally bounded by Almond Avenue to the north, Cypress Street to the west, Palmyra Avenue to the south, and Shaffer Street to the east, as shown in Exhibit I.



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City of Orange
Geographic Information System

Legend

- A-ChapOpp
- Area U

Exhibit C

N
W E
S

0 250 500
Feet

1/21/2025

Source: City of Orange (2024)

CITY OF ORANGE

Area "A" Chapman Neighborhood Area

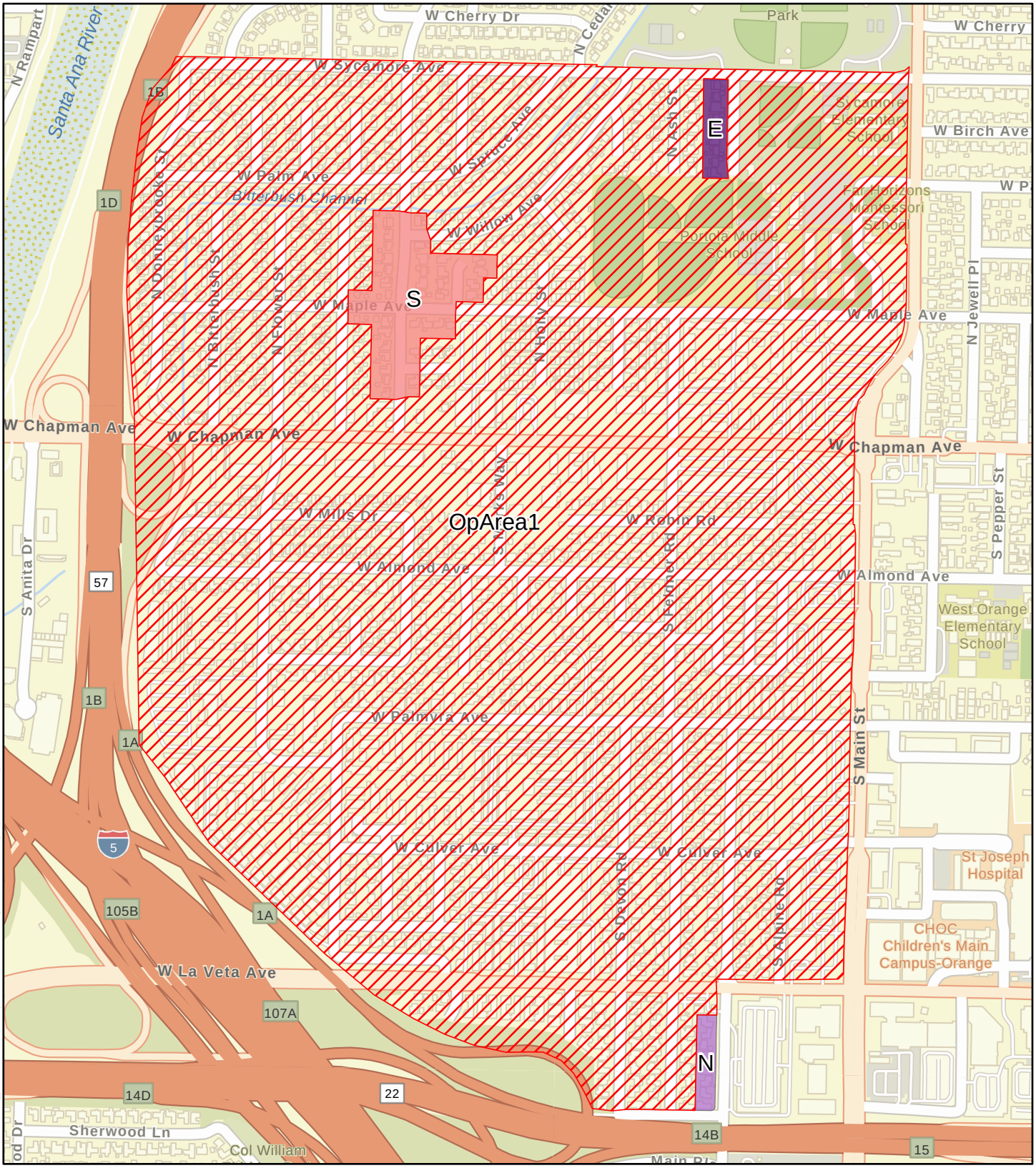


Exhibit D

City of Orange
Geographic Information System

Legend

- NPPP Opportunity Area 1
- Area E
- Area N
- Area S

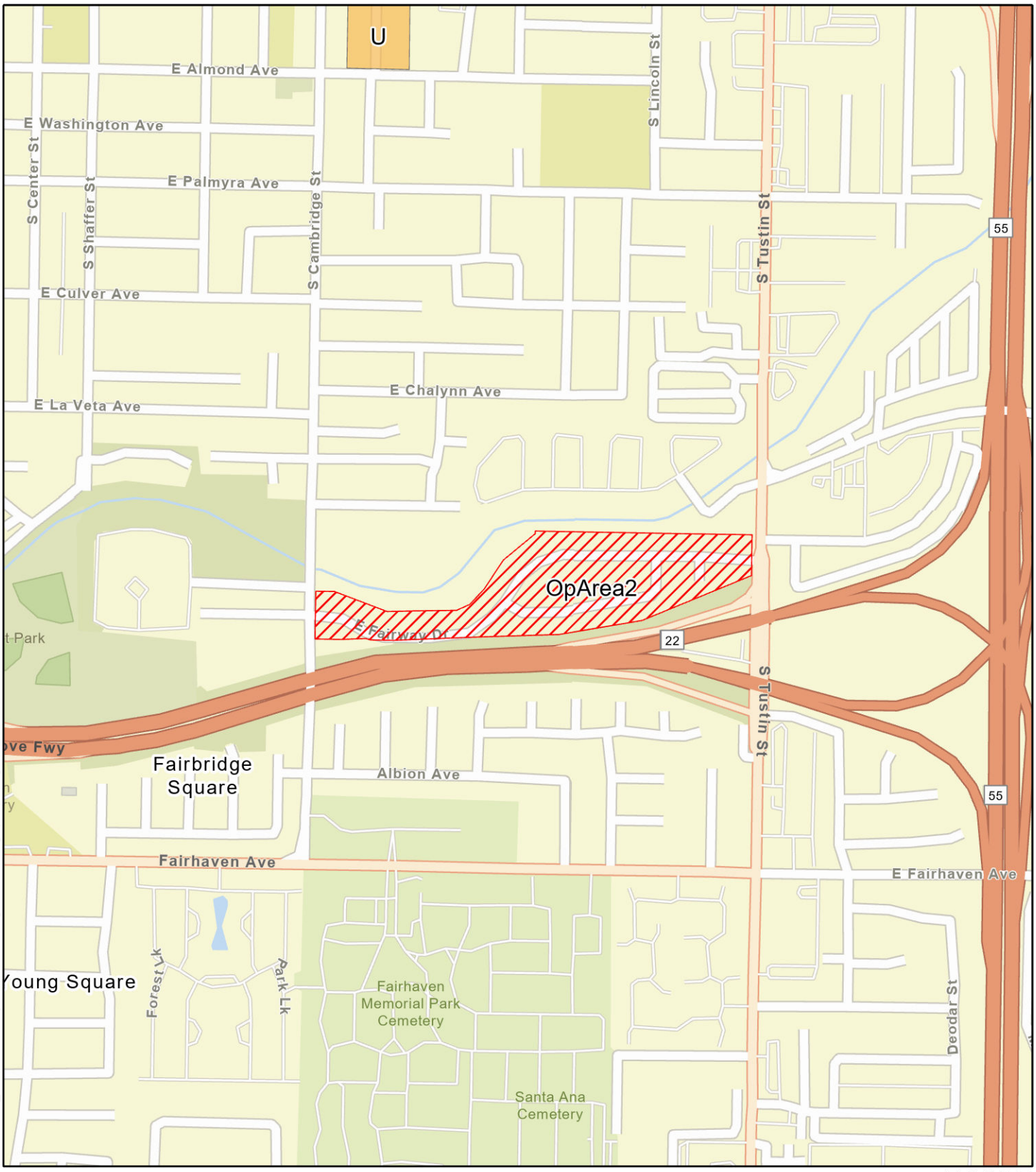
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Feet

12/12/2024

Source: City of Orange (2024)

CITY OF ORANGE

Opportunity Area 1



J:\Production_Environment\Projects\PermitParking\PermitParking.aprx\Parking Permit Areas

City of Orange
Geographic Information System

Legend

- NPPP Opportunity Area 2
- Area U

N
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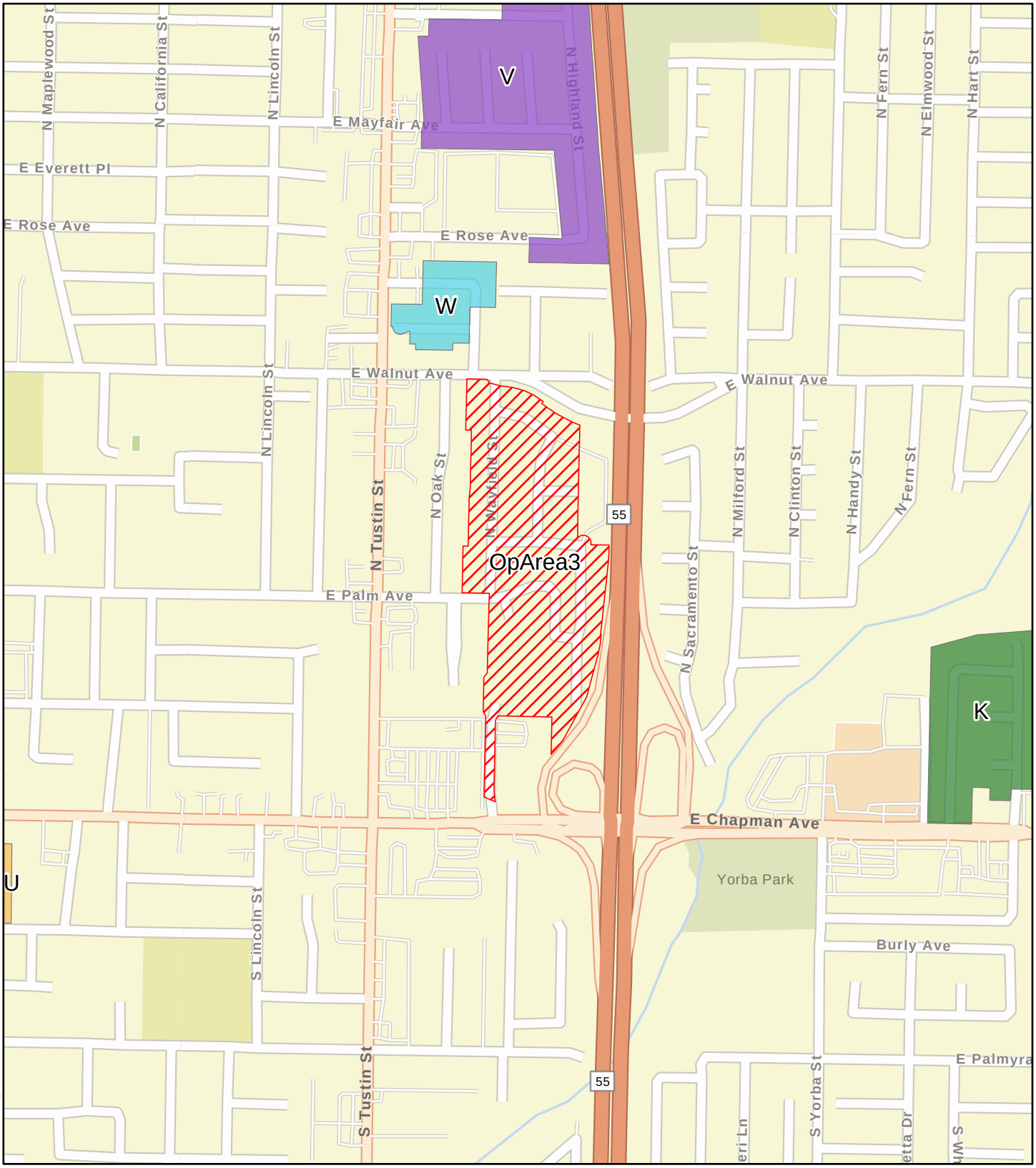
1/20/2025

Source: City of Orange (2024)

Exhibit E

CITY OF ORANGE

Opportunity Area 2



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City of Orange
Geographic Information System

Legend

- NPPP Opportunity Area 3
- Area K
- Area U
- Area V
- Area W

0 250 500
Feet

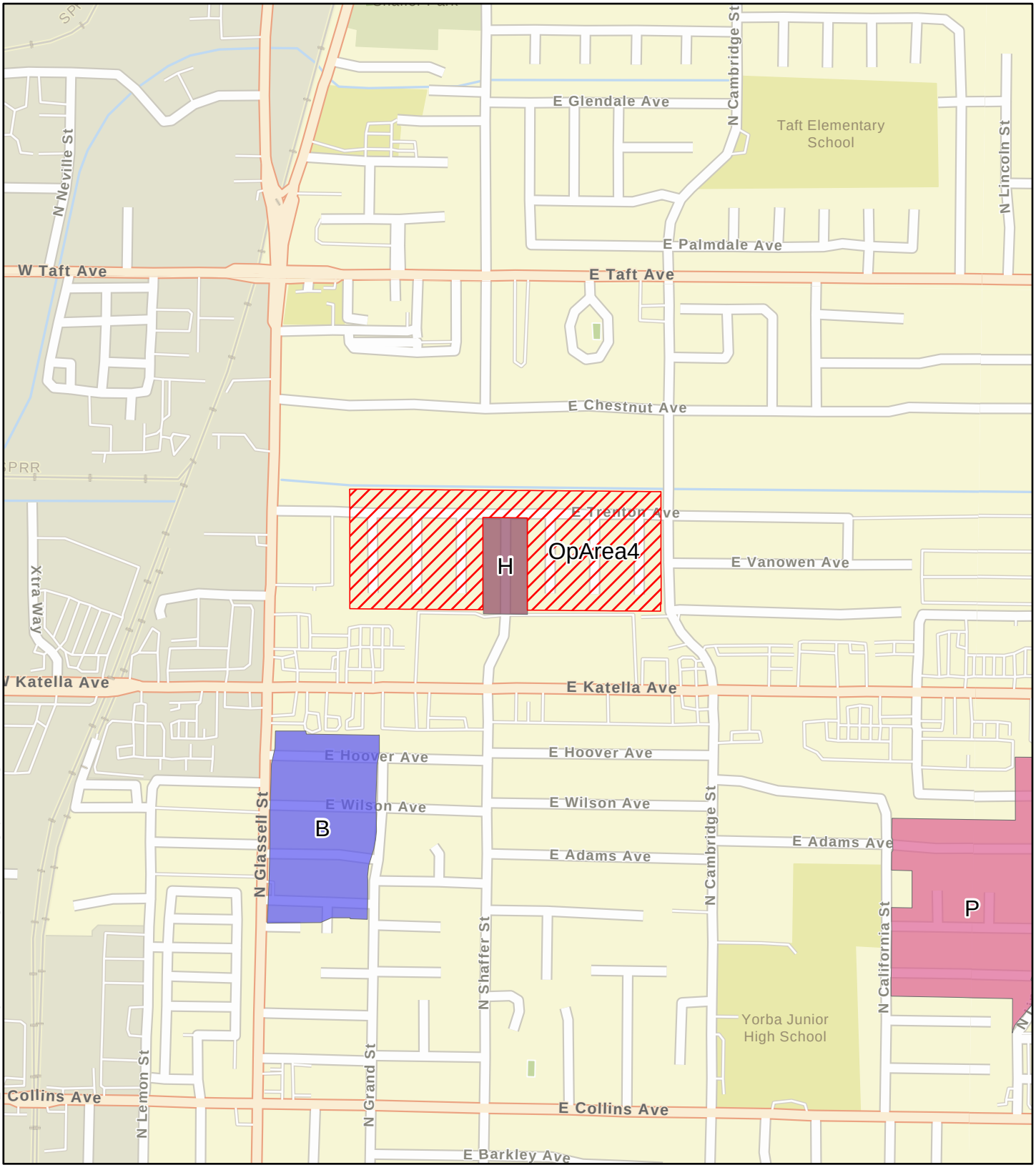
12/12/2024

Source: City of Orange (2024)

Exhibit F

CITY OF ORANGE

Opportunity Area 3



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City of Orange
Geographic Information System

Legend

- NPPP Opportunity Area 4
- Area B
- Area H
- Area P

Exhibit G

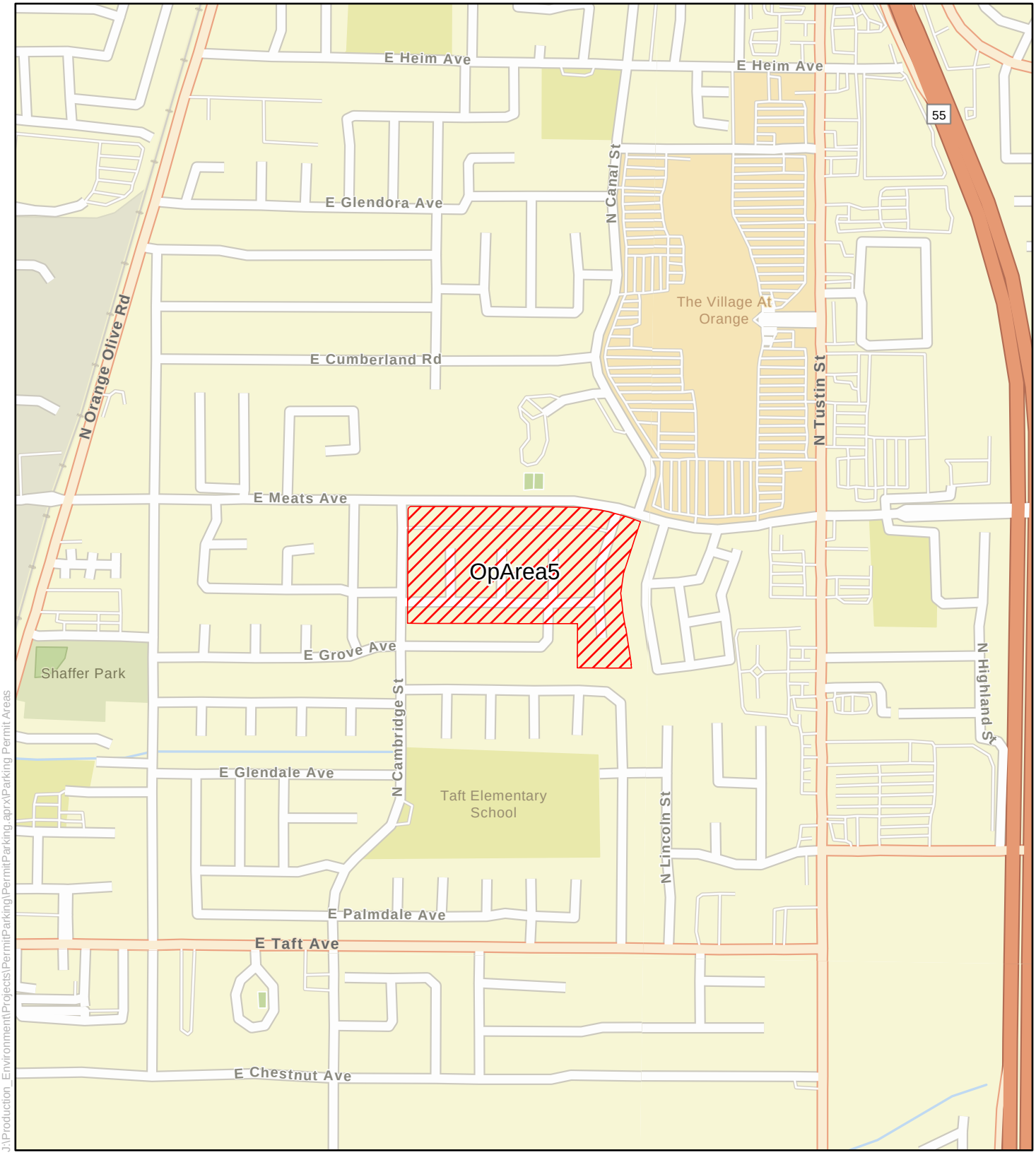
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Feet

12/12/2024

Source: City of Orange (2024)

CITY OF ORANGE

Opportunity Area 4



J:\Production_Environment\Projects\PermitParking\PermitParking.aprx\Parking Permit Areas

City of Orange
Geographic Information System

Legend

NPPP Opportunity Area 5

Exhibit H

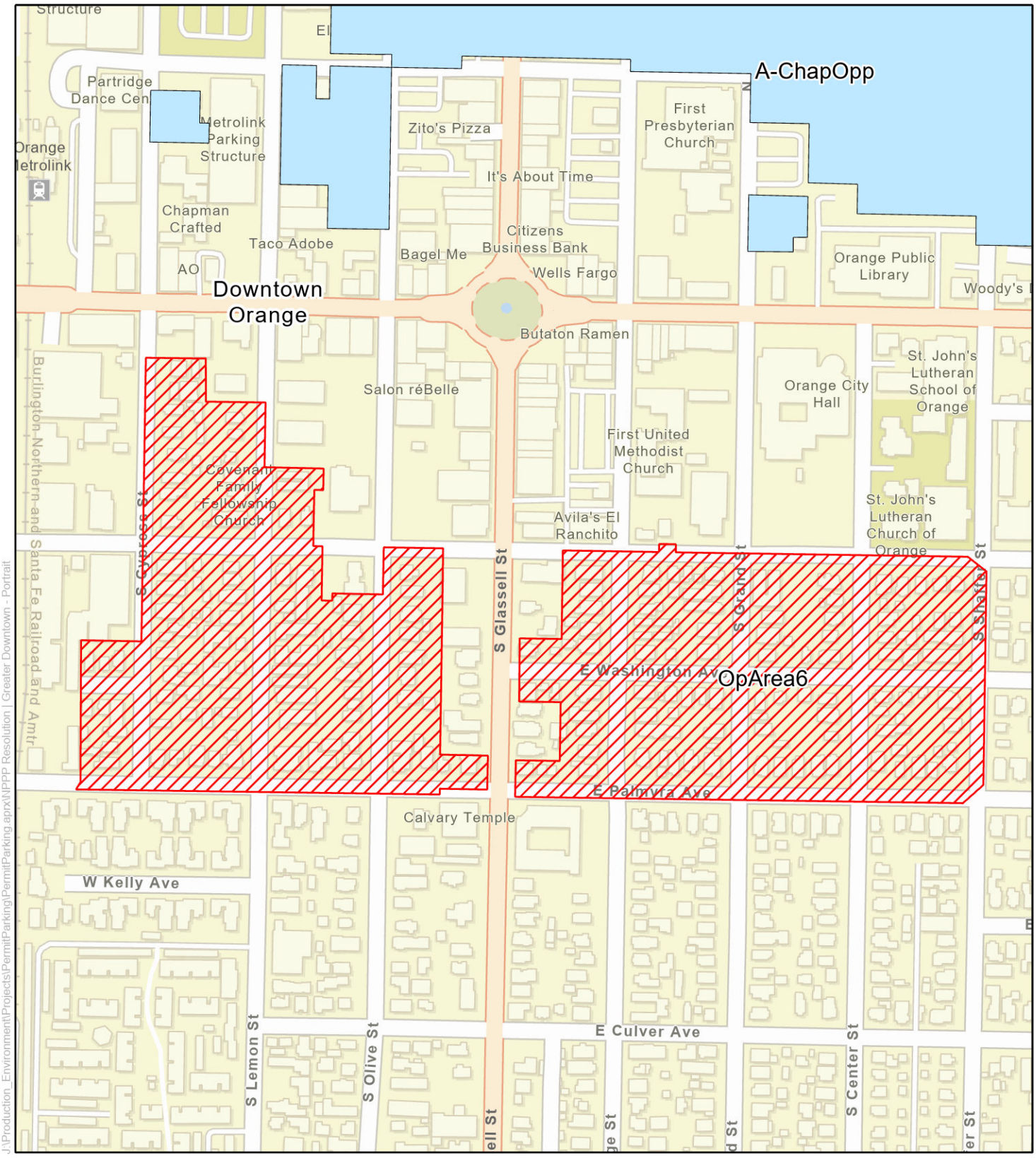
0 250 500
Feet

12/12/2024

Source: City of Orange (2024)

CITY OF ORANGE

Opportunity Area 5



J:\Production_Environment\Projects\PermitParking\PermitParking.aprx\NPPP Resolution | Greater Downtown - Portrait

City of Orange
Geographic Information System

Legend

- Area "A" Chapman
- Opportunity Area 6

Exhibit I

N
W E
S

0 250 500
Feet

1/22/2025

Source: City of Orange (2025)

CITY OF ORANGE

Opportunity Area 6



Permit Parking Via Lardo Avenue

City of Orange
Geographic Information System

Legend:

- Proposed Permit Parking Area AC
- Petition Area
- Existing Red Curb

CITY OF ORANGE

ATTACHMENT 2 - ACTIVATION MAP

6/2/2025

Source: City of Orange (2024)

Agenda Item

City Traffic Commission

Item #: 4.2. 6/11/2025 **File #:** 25-0331

TO: **Chair and Members of the City Traffic Commission**

THRU: **Larry Tay, City Traffic Engineer**

FROM: **Maria Flores, Assistant Engineer**

1. SUBJECT

Request for permit parking on both sides of E. Via Lardo Avenue from S. Hewes Street to easterly terminus.

2. SUMMARY

The City received a request for permit parking on the aforementioned street. The request was evaluated in accordance with the City's Neighborhood Permit Parking Program, and all applicable criteria were satisfied.

3. RECOMMENDED ACTION

1. Approve the implementation of permit parking on E. Via Lardo Avenue from S. Hewes Street to easterly terminus.

2. Forward to the City Council for final action.

4. FISCAL IMPACT

None. Implementation involves minimal staff time and minimal expenditures that have already been approved in the City's operating budget.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

Background

A property owner on E. Via Lardo Avenue submitted a request to initiate the process for permit parking on Via Lardo Avenue. The subject street is outlined and shown on the attached Area Map. In accordance with the City's Neighborhood Permit Parking Program (NPPP), staff preformed an initial screening of the study area to determine the following:

1. Whether the street is eligible for permit parking; and

2. If so, does said street lie within a City-defined permit parking opportunity area with streamlined procedures.

Since Via Lardo Avenue qualifies for permit parking but isn't within a designated permit parking

opportunity area, it must meet both the minimum parking occupancy level and receive sufficient support from property owners before a permit parking recommendation can be made. The details of these requirements are outlined below.

Parking Occupancy

Staff mapped and counted the number of legal parking spaces along Via Lardo Avenue. The proponent provided staff with the days and times when parking demand in the neighborhood was believed to be at its highest. Staff then conducted the parking observation during those reported hours. Per the City's NPPP, a street parking occupancy rate of 75% is required to qualify. Via Lardo Avenue exceeded the 75% threshold with an average parking occupancy over 100%.

Petition Results:

Because the parking occupancy exceeded the minimum 75% threshold on Via Lardo Avenue, a petition was circulated to the homeowners on that street. The petition letter and a list of permit parking advantages and disadvantages were provided to the property owners. The table below show the results of the neighborhood petitions.

Street	Homes in Favor		Homes Opposed		Unreturned	
E. Via Lardo Avenue	9	75%	0	0%	3	15%

The final results of the petition process indicated the Via Lardo Avenue meets the required minimum 75% of property owners in favor of the permit parking program.

Findings:

Since the level of demand for parking exceeds the minimum requirements under the City's NPPP, permit parking is recommended on the aforementioned street. The following should be kept in mind:

1. Under the NPPP, property owners on any adjacent street experiencing spillover may request to initiate permit parking within a year without having to pay the application fee. Parking occupancy, petition threshold, and other requirements in effect at the time would still apply.
2. Any vehicle parked in a designated parking-by-permit area without permit is subject to citation. Parking permits do not supersede the street sweeping restrictions in the neighborhood.

7. ATTACHMENTS

- Letter of Request
- Area Map
- Site Sketch & Petition Area Map
- Notification Letter

4505 to 4631

Request for Parking Permit Consideration

Good morning, Dave,
I want to submit a request at the start of a petition for the 4500 block of Via Lardo Ave., Orange, CA. This request is due to:

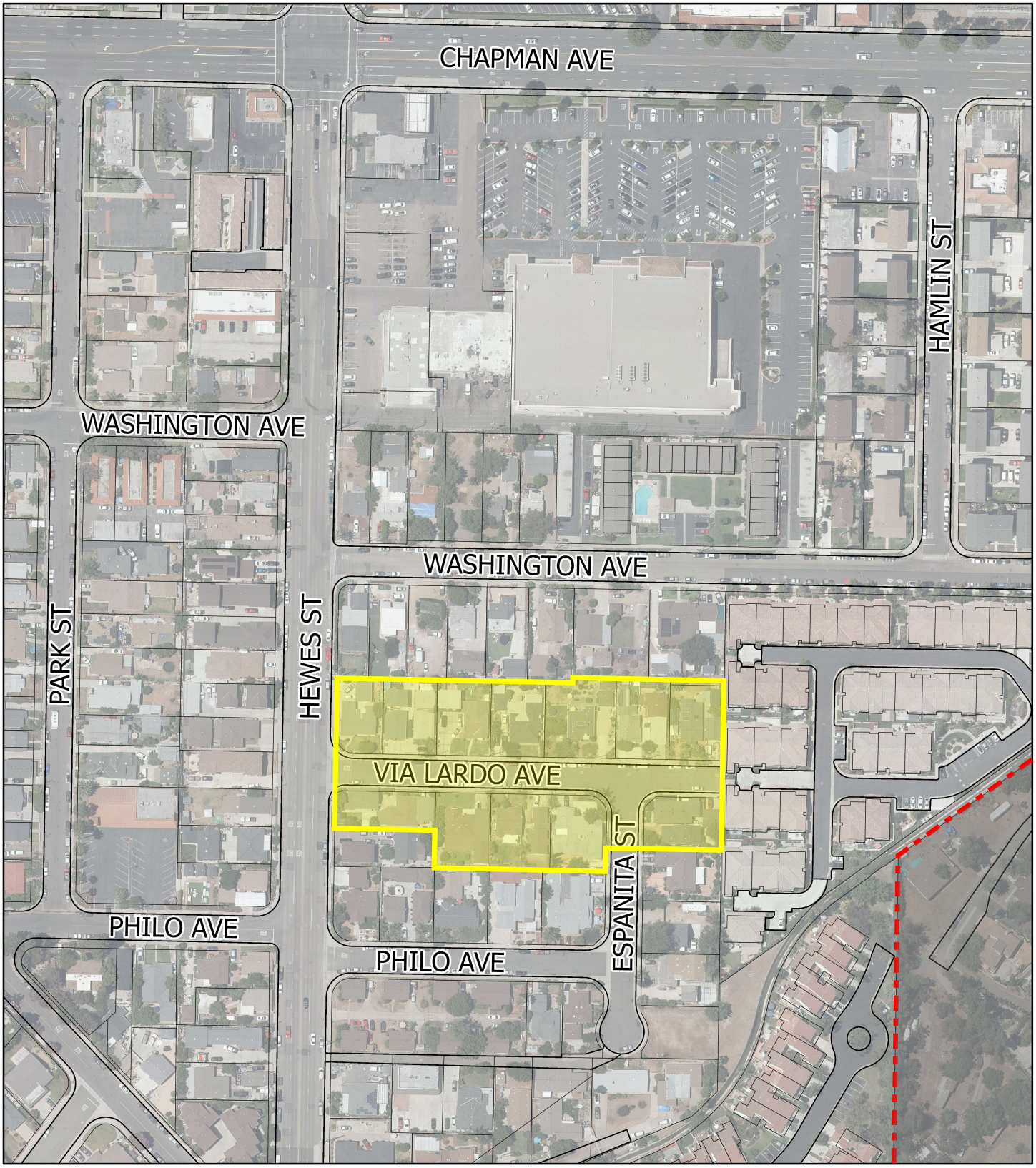
1. There is heavy parking from people who live 2-3 blocks away. They park and have someone pick them up. The car remains for days until street cleaning day.
2. Trash is left behind
3. Big utility trucks and trailers are parked, making it difficult to back in and out of driveways. The big trucks used for metal recycling are stacked high with metal objects, which is dangerous for anyone walking by.
4. Cars parked in the red obstruct the view so that people can turn left or right onto Hewes Ave.
5. Heavy parking hours start between 5:30 pm – 6:00 pm daily.

Thank you in advance for your consideration.

Please feel free to contact me with any questions or concerns.

Velinda Lynem / Concern Neighbors

Mon, 7:30 pm
Tues "
Thurs "
Friday "



City of Orange
Geographic Information System

Item 4.2 Permit Parking on Via Lardo Avenue

Legend:

Subject Area

City of Orange Boundaries

N
W E
S

CITY OF ORANGE

AREA MAP

6/2/2025

Source: City of Orange (2024)



Item 4.2 Permit Parking Via Lardo Avenue

City of Orange
Geographic Information System

Legend:

- Proposed Permit Parking Area AC
- Petition Area
- Existing Red Curb

CITY OF ORANGE

SITE SKETCH & PETITION AREA MAP

6/2/2025

Source: City of Orange (2024)

City of Orange
Public Works Department
300 E. Chapman Ave.
Orange, CA 92866

May 29, 2025

Dear Resident/ Property Owner:

This is to inform you that the City Traffic Commission will be hearing a request to add a **Neighborhood Parking Permit Program** on the following street(s):

- **Via Lardo Avenue between Hewes Street and Easternly Terminus**

The matter will be considered at the **June 11, 2025,** meeting of the City Traffic Commission. The meeting is scheduled at **5:30 p.m.**, in the **City Council Chamber**, located at 300 East Chapman Avenue.

You and any other interested party are encouraged to attend this meeting and express your opinions and/or concerns regarding this issue. Please feel free to contact Maria Flores at (714) 744-5537 or mpflores@cityoforange.org if you have any questions.

Sincerely,

Larry Tay, P.E., PTOE
City Traffic Engineer

MINUTES - DRAFT

City of Orange

City Traffic Commission

June 11, 2025

The Traffic Commission of the City of Orange, California convened on Wednesday, June 11, 2025, at 5:30 p.m. in a Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

1. OPENING/CALL TO ORDER

Chair Feliz called the meeting to order at 5:30 p.m.

1.1 PLEDGE OF ALLEGIANCE

Chair Feliz led the flag salute.

1.2 ROLL CALL

Present: Ricci, Barbeito, Hamilton, Redding, and Feliz
Absent: Jurjis, and Chavarria

2. PUBLIC COMMENTS

None.

3. APPROVAL OF MINUTES

3.1. Approval of minutes of the City of Orange Traffic Commission Regular Meeting held on April 09, 2025.

A motion was made by Vice Chair Ricci, seconded by Commissioner Barbeito, to approve minutes as presented.The motion carried by the following vote:
Ayes: Ricci, Barbeito, Hamilton, Redding, and Feliz
Noes: None
Absent: Jurjis, and Chavarria

4. NEW BUSINESS

4.1. Installation of blue curb at 1025 E. Chalynn Avenue.

A motion was made by Chair Feliz, seconded by Vice Chair Ricci, to approve the installation of approximately 22 feet of blue curb along the frontage of 1025 E. Chalynn Avenue. The motion carried by the following vote:
Ayes: Ricci, Barbeito, Hamilton, Redding, and Feliz
Noes: None
Absent: Jurjis, and Chavarria

Draft

4.2. Request for permit parking on both sides of E. Via Lardo Avenue from S. Hewes Street to easterly terminus.

Public Speakers
Maria Chavez spoke in support; however expressed concerns with potential parking imapacts on Philo Avenue.

A motion was made by Commissioner Hamilton, seconded by Vice Chair Ricci, to: 1) Approve the implementation of permit parking on E. Via Lardo Avenue from S. Hewes Street to easterly terminus. 2) Forward to the City Council for final action. The motion carried by the following vote:

Ayes: Ricci, Barbeito, Hamilton, Redding, and Feliz
Noes: None
Absent: Jurjis, and Chavarria

4.3. Request for permit parking on the east side of S. Swidler Place from E. Chapman Avenue to E. Almond Avenue, and both sides of E. Almond Avenue from S. Swidler Place to S. Olympia Way.

Public Speakers
Kelley Bingel spoke in support; however expressed concerns with parking impacts and including Burley Avenue into the permit parking program.

A motion was made by Vice Chair Ricci, seconded by Commissioner Hamilton, to: 1) Approve the implementation of permit parking along the east side of S. Swidler Place from E. Chapman Avenue to E. Almond Avenue. 2) Approve the implementation of permit parking on both sides of E. Almond Avenue from S. Swidler Place to S. Olympia Way. 3) Forward to the City Council for final action. The motion carried by the following vote:

Ayes: Ricci, Barbeito, Hamilton, Redding, and Feliz
Noes: None
Absent: Jurjis, and Chavarria

4.4. Time limits and curb restrictions related to paid parking in Old Towne.

Vice Chair Ricci recused himself from item 4.4 due to a potential conflict of interest with nearby properties and left the meeting at 5:46 p.m.

Public Speakers
The following raised concerns regarding developing potential parking exemptions for certain residents, employees, and visitors of the affected area:Jennifer Martinez, Gabriela Garcia, Bill Bland, and Julie Turner.

A motion was made by Commissioner Hamilton, seconded by Chair Feliz to, adopt Resolution No. TC 02-2025. A Resolution of the Traffic Commission of the City of Orange for the establishment of parking time limits, loading zones and curb restriction on public streets and City owned lots identified in Chapter 10.40.030 of the orange Municipal Code. The motion carried by the following vote:

Ayes: Barbeito, Hamilton, Redding, and Feliz
Noes: None
Absent: Jurjis, and Chavarria
Recuse: Ricci

5. ADJOURNMENT

There being no further business, the meeting adjourned at 6:01 p.m.

The next Regular City Traffic Commission Meeting will be held on Wednesday, August 13, 2025, at 5:30 p.m., in the Council Chamber.

/s/ _____
LARRY TAY
CITY TRAFFIC ENGINEER

Draft

City of Orange
Public Works Department
300 E. Chapman Ave.
Orange, CA 92866

July 29, 2025

Dear Resident/ Property Owner:

This is to inform you that the City Council will be hearing a request to add a **Neighborhood Parking Permit Program** on the following street(s):

- **Both sides of Via Lardo Avenue between Hewes Street and Eastern Terminus.**

The matter will be considered at the **August 12, 2025,** meeting of the City Council. The meeting is scheduled at **6:00 p.m.**, in the **City Council Chamber**, located at 300 East Chapman Avenue.

You and any other interested party are encouraged to attend this meeting and express your opinions and/or concerns regarding this issue. Please feel free to contact Maria Flores at (714) 744-5525 or mpflores@cityoforange.org if you have any questions.

Sincerely,

Larry Tay, P.E., PTOE
City Traffic Engineer

LT/fv

Agenda Item

City Council

Item #: 9.4. 8/12/2025 **File #:** 25-0465

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

THRU: **Jarad Hildenbrand, City Manager**

1. SUBJECT
Presentation of Orange Yards vision for development in the West Katella gateway area.

2. SUMMARY
Orange Yards is a long-term vision to develop a district that is complimentary to OC Vibe and OC River Walk in the West Katella gateway area.

3. RECOMMENDED ACTION
Receive and file.

4. FISCAL IMPACT
None.

5. STRATEGIC PLAN GOALS
Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability
Objective 2.4: Diversify tax revenue

6. DISCUSSION AND BACKGROUND
The West Katella Avenue area is bounded by the Santa Ana River on the west, the water channel on the south, Batavia Street on the east, and the properties on the northside of Katella Avenue on the north. Although the area is surrounded by industrial development on three sides, its close proximity to the Honda Center, Anaheim Regional Transportation Intermodal Center (ARTIC), and Santa Ana River create the potential to develop a visitor serving entertainment and hospitality district. Recognizing this development potential, several years ago the City Council re-zoned many of the properties in the area with an urban mixed-use zoning that provides flexibility for property owners to develop a mix of commercial, hospitality, and residential uses in response to market conditions.

Just across the Santa Ana River in Anaheim, development has begun on the OC Vibe project which will include the Honda Center and surrounding properties. This multi-billion-dollar development will be phased over several years and is currently slated to include multiple entertainment venues, restaurants, office spaces, public parks and trails, 1,500 housing units, and two hotels. In addition, the City of Anaheim is working with several partners including the City of Orange to develop the OC River Walk along the Santa Ana River between Ball Road and Orangewood Avenue. This project would transform the Santa Ana River into a regional destination for recreation and entertainment and include a pedestrian bridge across the river from OC Vibe to West Katella Avenue in Orange.

The City of Orange Economic Development Strategy includes creating a district that is complimentary to OC Vibe and OC River Walk in the West Katella Avenue area. Unlike OC Vibe, where one developer controls all of the properties in the development, the West Katella Avenue area is made up of dozens of properties with various property owners.

Creating a vibrant, cohesive district has necessitated working closely with property owners and other stakeholders in a multi-step approach:

1. **Visioning Process** to develop a design concept and framework for the area.

2. **Development Feasibility Analysis** to provide an analysis of what types of development are economically feasible in the area.

3. **Place Branding** to develop a brand and marketing for the area.

4. **Place Making Plan** to guide efforts to develop signage, street trees, and other aesthetic elements for the area.

With the launch of the Orange Yards vision for development along with the market study, place branding, and place making plan, staff will now focus on creating the necessary tools to realize the City's vision for development in this area. This focus will include:

- Pursuing funding to build out the public infrastructure that will support and incentivize private investment. The key funding source will be the formation of an Enhanced Infrastructure Financing District (EIFD) to provide a stable funding source while enhancing our ability to successfully obtain state and federal grants.
- Development of marketing materials to communicate the vision for development including a website and brochures.
- Expanded outreach to property owners, commercial brokers, and the development community.
- Continued dialogue with our educational and healthcare institutions on the creation of an Innovation District as a sub-district in Orange Yards.
- Research to identify additional City policies that could be adopted to further accelerate the development of the district.

7. ATTACHMENTS

- None

Agenda Item

City Council

Item #: 9.4. 8/12/2025 **File #:** 25-0465

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

THRU: **Jarad Hildenbrand, City Manager**

1. SUBJECT
Presentation of Orange Yards vision for development in the West Katella gateway area.

2. SUMMARY
Orange Yards is a long-term vision to develop a district that is complimentary to OC Vibe and OC River Walk in the West Katella gateway area.

3. RECOMMENDED ACTION
Receive and file.

4. FISCAL IMPACT
None.

5. STRATEGIC PLAN GOALS
Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability
Objective 2.4: Diversify tax revenue

6. DISCUSSION AND BACKGROUND
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- Expanded outreach to property owners, commercial brokers, and the development community.
- Continued dialogue with our educational and healthcare institutions on the creation of an Innovation District as a sub-district in Orange Yards.
- Research to identify additional City policies that could be adopted to further accelerate the development of the district.

7. ATTACHMENTS

- None

Agenda Item

City Council

Item #: 9.5. 8/12/2025 **File #:** 25-0475

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Garrett Smith, City Treasurer**

1. SUBJECT
Investment Portfolio Update for April, May, and June of 2025.

2. SUMMARY
These reports provide a compilation of three monthly Treasurer's Reports to the City Council for the fourth quarter of Fiscal Year 2024-2025. Included in the reports are an economic update and detail of the City's portfolio holdings, monthly transactions, and consolidated information on all cash and investments

3. RECOMMENDED ACTION
Receive and file.

4. FISCAL IMPACT
None

5. STRATEGIC PLAN GOALS
Goal 2: Be a fiscally healthy community

d: Effectively manage and develop City assets.

6. DISCUSSION AND BACKGROUND
The City's Fiscal Year 2024-25 Statement of Investment Policy has been adopted by the City Council of the City of Orange as Resolution 11563 and is in accordance with the California Government Code Sections 53600 et seq. Per the Investment Policy, three monthly investment reports are to be submitted to the City Council within 45 days following the end of the quarter.

As required by the City's present Investment Policy, the City Treasurer's report delineates all investments made by the City Treasurer for the City, its special funds, and the Successor Agency funds, by investment type and by broker.

The monthly Compliance Report certifying compliance of all investments with both the Government Code and the City's Investment Policy is included.

The Investment Portfolio Statement accurately reflects all investments held by the City and its agents as of the end of the month. A summary of Treasurer's cash and investments is also included.

Summary of Cash and Investments:

The cash and investment report provides a summary of the cash and investment accounts held by the City as quarter ending June 30, 2025. As of June 30, 2025, the book value of the City's total investment portfolio was $167.5 million, of which $105.8 million, or 63.2%, was managed by Chandler Asset Management (Chandler), the City's investment manager. The remaining balance $61.6 million of the portfolio was managed by City staff of which $45.3 million was invested in the Local Agency Investment Fund (LAIF) and $16.3 million held in the City's operating checking account.

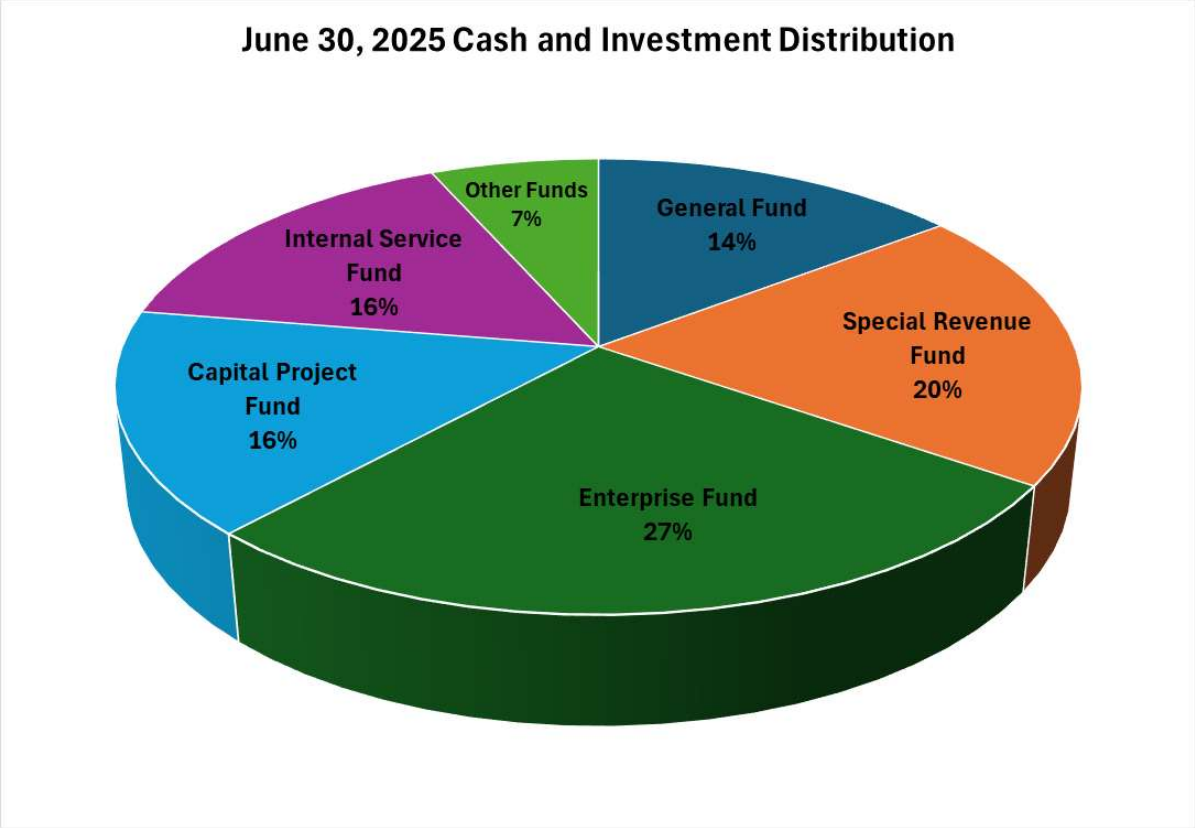
	Cash & Investments Balance
Chandler Investments:	**$105,846,672**
LAIF, City:	**$39,814,705**
LAIF, Successor Agency:	**$5,525,395**
Wells Fargo Bank:	**$16,282,824**
Balance at 3/31/2025	**$167,469,596**

(1) Represents the bank balance. Includes operating cash and investments (valued at cost). Does not include deposits with administrator, impress cash, fiscal agent cash and investments, and deferred compensation.

Pursuant to California Government Code Section 53646(b)(3), the City certifies that the reported cash and investment balances are sufficient to meet anticipated expenditures for the next six months.

In summary, cash and investments as of June 30, 2025 totaled $167,469,596. The City's balances by fund is presented in the Cash and Investment by Fund attachment.

Fund Categories	Amount	
General Fund	24,501,681	15%
Special Revenue Fund	33,478,637	20%
Enterprise Fund	45,510,977	27%
Capital Project Fund	26,453,918	16%
Internal Service Fund	26,366,124	16%
Other Funds	11,158,261	7%
	167,469,596	100.0%



The City invests a large portion of its portfolio in Federal Agency Securities and U.S. Treasury Notes due to safety and preservation of capital to prevent loss. The City also invests a portion of its funds in LAIF which offers same day liquidity. Additionally, the City invests in high quality corporate notes, asset backed securities, and supranational agency bonds to obtain higher yields and add diversity to the portfolio. As of June 30, 2025 the City investments consisted of the following and are compliant with the Investment Policy:

Investment Type	Book Value as of June 30, 2025	Percentage of Portfolio Investment by Type
Federal Agency Securities	23,605,058	63.20%
Corporate Notes	29,783,658	
Commercial Paper	1,945,202	
U.S. Treasury Notes	36,019,175	
Asset Backed Securities	11,158,740	
Supranational	2,595,236	
Money Market Fund	291,001	
Chandler Custodial Cash	448,602	
Local Agency Investment Fund City (LAIF 604)	39,814,705	27.07%
Local Agency Investment Fund Successor (LAIF 007)	5,525,395	
Checking Account/Custodial Cash (WF14)	561,126	9.72%
Checking Account/Custodial Cash (WF15)	15,547,811	
Checking Account/Custodial Cash (WF12)	173,887	
Total Investments	**167,469,596**	**100%**

Significant Cash Transactions:

The City's total cash Increased by about $15 million from the last quarter's total of $152.8 million. Total cash fluctuates over the course of the fiscal year due to cyclical events. All cash disbursements are within the FY 2024-25 budget and all check registers are presented to the City Council monthly.

Treasurers' Comments:

Overall, we had a good quarter from an investment perspective. You will notice a big shift in Agency bonds due to certain larger holdings maturing and being sold / converted to the Treasury side. Our Agency total went from 31.88% to 19.86%. This will prove to be a great shift as Treasury notes are yielding much higher than agency.

Treasury notes grew from 25.00% to 34.27%.

Q4 showed great promise by exceeding our benchmark of 1.36% and coming in at 1.45%. The total rate of return for the last twelve months is 6.10%.

In addition to the investment portfolio being in good standing, we also saw dividends on our Wells Fargo side. The interest rates do fluctuate on a monthly basis but the values are below for reference:

April 2025 = $58,703

May 2025 = $73,845

June 2025 = $47,004

TOTAL = $179,512

7. ATTACHMENTS

- Chandler Monthly Investment Report April 2025

- Chandler Monthly Investment Report May 2025
- Chandler Monthly Investment Report June 2025
- Chandler Investment Report for the Period Ending June 30, 2025

Agenda Item

City Council

Item #: 9.5. 8/12/2025 **File #:** 25-0475

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Garrett Smith, City Treasurer**

1. SUBJECT
Investment Portfolio Update for April, May, and June of 2025.

2. SUMMARY
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3. RECOMMENDED ACTION
Receive and file.

4. FISCAL IMPACT
None

5. STRATEGIC PLAN GOALS
Goal 2: Be a fiscally healthy community

d: Effectively manage and develop City assets.

6. DISCUSSION AND BACKGROUND
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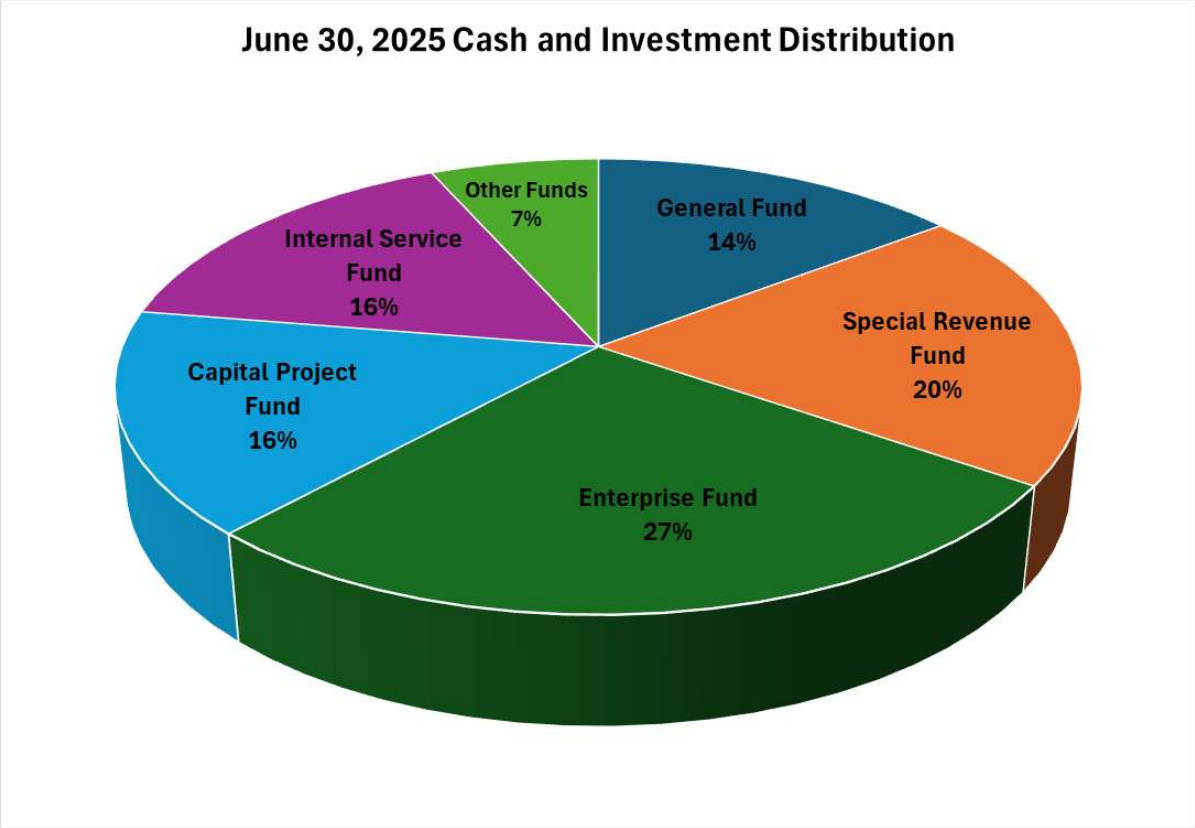
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Commercial Paper	1,945,202	
U.S. Treasury Notes	36,019,175	
Asset Backed Securities	11,158,740	
Supranational	2,595,236	
Money Market Fund	291,001	
Chandler Custodial Cash	448,602	
Local Agency Investment Fund City (LAIF 604)	39,814,705	27.07%
Local Agency Investment Fund Successor (LAIF 007)	5,525,395	
Checking Account/Custodial Cash (WF14)	561,126	9.72%
Checking Account/Custodial Cash (WF15)	15,547,811	
Checking Account/Custodial Cash (WF12)	173,887	
Total Investments	**167,469,596**	**100%**

Significant Cash Transactions:

The City's total cash Increased by about $15 million from the last quarter's total of $152.8 million. Total cash fluctuates over the course of the fiscal year due to cyclical events. All cash disbursements are within the FY 2024-25 budget and all check registers are presented to the City Council monthly.

Treasurers' Comments:

Overall, we had a good quarter from an investment perspective. You will notice a big shift in Agency bonds due to certain larger holdings maturing and being sold / converted to the Treasury side. Our Agency total went from 31.88% to 19.86%. This will prove to be a great shift as Treasury notes are yielding much higher than agency.

Treasury notes grew from 25.00% to 34.27%.

Q4 showed great promise by exceeding our benchmark of 1.36% and coming in at 1.45%. The total rate of return for the last twelve months is 6.10%.

In addition to the investment portfolio being in good standing, we also saw dividends on our Wells Fargo side. The interest rates do fluctuate on a monthly basis but the values are below for reference:

April 2025 = $58,703

May 2025 = $73,845

June 2025 = $47,004

TOTAL = $179,512

7. ATTACHMENTS

- Chandler Monthly Investment Report April 2025

- Chandler Monthly Investment Report May 2025
- Chandler Monthly Investment Report June 2025
- Chandler Investment Report for the Period Ending June 30, 2025

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Orange | Account #10888 | As of April 30, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Orange | Account #10888 | As of April 30, 2025

Portfolio Characteristics

Average Modified Duration	2.48
Average Coupon	3.51%
Average Purchase YTM	3.56%
Average Market YTM	3.98%
Average Credit Quality*	AA+
Average Final Maturity	2.92
Average Life	2.53

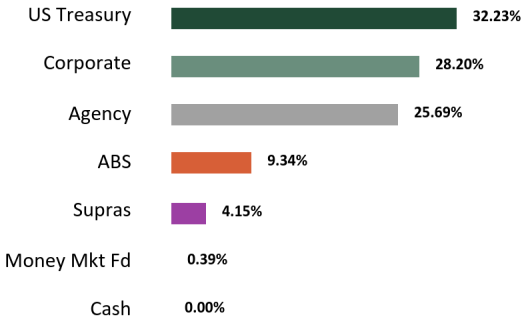
Account Summary

	End Values as of 03/31/2025	End Values as of 04/30/2025
Market Value	104,488,312.65	105,311,814.49
Accrued Interest	607,578.05	702,204.70
Total Market Value	**105,095,890.70**	**106,014,019.18**
Income Earned	291,807.95	289,105.52
Cont/WD	0.00	0.00
Par	104,921,398.39	105,050,674.23
Book Value	104,719,604.87	104,909,288.51
Cost Value	104,643,868.39	104,886,985.24

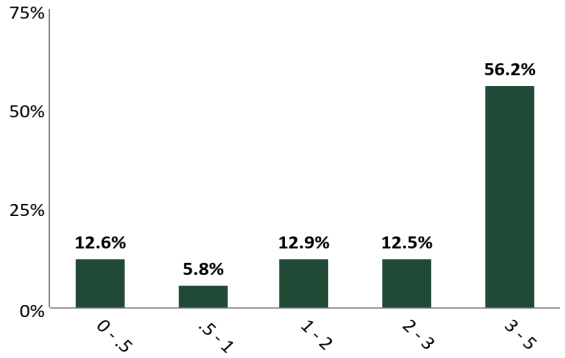
Top Issuers

Government of The United States	32.23%
Federal Home Loan Banks	10.36%
Farm Credit System	7.82%
Federal Home Loan Mortgage Corp	7.51%
Toyota Motor Corporation	4.67%
Apple Inc.	2.77%
International Bank for Recon and Dev	2.50%
PepsiCo, Inc.	1.97%

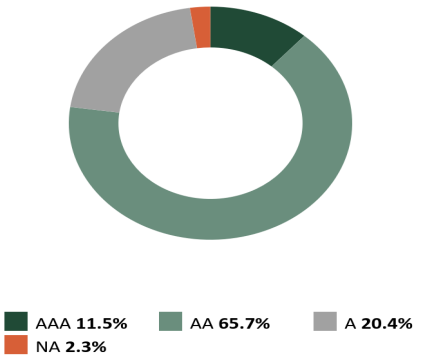
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/22)
City of Orange	0.88%	2.26%	2.79%	6.90%	4.94%	3.41%	--	--	1.67%
Benchmark Return	0.98%	2.50%	3.00%	7.34%	4.25%	3.11%	--	--	1.56%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index Secondary Benchmark:

RECONCILIATION SUMMARY

City of Orange | Account #10888 | As of April 30, 2025

Maturities / Calls

Month to Date	**(7,650,000.00)**
Fiscal Year to Date	**(14,975,000.00)**

Principal Paydowns

Month to Date	**(45,687.52)**
Fiscal Year to Date	**(250,139.19)**

Purchases

Month to Date	**15,691,013.26**
Fiscal Year to Date	**61,331,604.58**

Sales

Month to Date	**(7,813,714.08)**
Fiscal Year to Date	**(43,580,330.58)**

Interest Received

Month to Date	**222,279.29**
Fiscal Year to Date	**2,564,022.40**

Purchased / Sold Interest

Month to Date	**(33,550.52)**
Fiscal Year to Date	**32,509.45**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Book Value	104,719,604.87	102,308,638.77
Maturities/Calls	(7,650,000.00)	(14,975,000.00)
Principal Paydowns	(45,687.52)	(250,139.19)
Purchases	15,691,013.26	61,331,604.58
Sales	(7,813,714.08)	(43,580,330.58)
Change in Cash, Payables, Receivables	2,321.88	(938.19)
Amortization/Accretion	5,750.10	56,610.10
Realized Gain (Loss)	(0.00)	18,843.02
Ending Book Value	104,909,288.51	104,909,288.51

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Market Value	104,488,312.65	99,910,914.20
Maturities/Calls	(7,650,000.00)	(14,975,000.00)
Principal Paydowns	(45,687.52)	(250,139.19)
Purchases	15,691,013.26	61,331,604.58
Sales	(7,813,714.08)	(43,580,330.58)
Change in Cash, Payables, Receivables	2,321.88	(938.19)
Amortization/Accretion	5,750.10	56,610.10
Change in Net Unrealized Gain (Loss)	633,818.20	2,800,250.55
Realized Gain (Loss)	(0.00)	18,843.02
Ending Market Value	105,311,814.49	105,311,814.49

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
43815JAC7	HAROT 2023-1 A3 5.04 04/21/2027	143,201.34	02/16/2023 5.09%	143,174.73 143,188.71	100.24 4.62%	143,539.21 200.48	0.14% 350.50	Aaa/NA AAA	1.97 0.50
47800CAC0	JDOT 2023 A3 5.01 11/15/2027	322,836.46	02/22/2023 3.39%	322,777.64 322,804.70	100.26 4.71%	323,671.64 718.85	0.31% 866.93	Aaa/NA AAA	2.54 0.73
36271VAD9	GMALT 2025-1 A3 4.66 02/21/2028	430,000.00	02/05/2025 4.66%	429,949.26 429,952.84	100.71 4.26%	433,071.06 612.27	0.41% 3,118.22	NA/AAA AAA	2.81 1.61
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	166,903.11	07/11/2023 5.47%	166,873.54 166,885.01	100.67 4.45%	168,028.24 152.16	0.16% 1,143.23	NA/AAA AAA	2.82 0.62
44935DAD1	HALST 2025-B A3 4.53 04/17/2028	330,000.00	04/24/2025 4.53%	329,970.20 329,970.23	100.41 4.35%	331,353.66 45.93	0.31% 1,383.43	NA/AAA AAA	2.97 1.83
02582JJZ4	AMXCA 2023-1 A 4.87 05/15/2026	350,000.00	06/07/2023 4.92%	349,968.96 349,985.75	100.63 4.28%	352,213.09 757.56	0.33% 2,227.34	NA/AAA AAA	1.04 0.99
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	330,000.00	11/01/2023 5.74%	329,941.89 329,960.49	101.36 4.29%	334,501.96 519.75	0.32% 4,541.47	Aaa/NA AAA	3.14 0.93
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	1,060,000.00	09/07/2023 5.23%	1,059,706.17 1,059,801.70	101.34 4.19%	1,074,192.76 2,430.93	1.02% 14,391.06	NA/AAA AAA	3.38 1.30
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2028	1,055,000.00	09/12/2023 5.29%	1,054,952.84 1,054,968.10	101.39 4.22%	1,069,658.80 2,452.29	1.02% 14,690.70	NA/AAA AAA	3.38 1.30
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	450,000.00	06/04/2024 5.18%	449,931.65 449,944.52	101.27 4.23%	455,708.12 388.50	0.43% 5,763.60	Aaa/AAA NA	3.83 1.25
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	510,000.00	06/11/2024 5.81%	509,900.30 509,918.56	101.93 4.12%	519,819.29 1,178.67	0.49% 9,900.73	Aaa/NA AAA	3.87 1.68
44934QAD3	HART 2024-B A3 4.84 03/15/2029	285,000.00	07/16/2024 5.45%	284,956.99 284,964.12	101.10 4.18%	288,139.99 613.07	0.27% 3,175.87	NA/AAA AAA	3.87 1.55
43813YAC6	HAROT 2024-3 A3 4.57 03/21/2029	630,000.00	08/09/2024 4.66%	629,901.03 629,916.00	100.60 4.20%	633,751.27 799.75	0.60% 3,835.27	Aaa/NA AAA	3.89 1.44
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	505,000.00	06/06/2024 4.93%	504,971.67 504,976.83	101.65 4.12%	513,343.51 1,106.51	0.49% 8,366.68	Aaa/AAA NA	4.04 1.90
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	500,000.00	03/04/2025 5.09%	499,968.55 499,969.52	100.32 4.13%	501,592.25 940.00	0.48% 1,622.73	Aaa/NA AAA	4.38 2.31
43814VAC1	HAROT 2025-1 A3 4.57 09/21/2029	795,000.00	02/04/2025 4.57%	794,975.51 794,976.66	101.00 4.09%	802,962.08 1,009.21	0.76% 7,985.42	NA/AAA AAA	4.39 1.90
096924AD7	BMWOT 2025-A A3 4.56 09/25/2029	680,000.00	02/04/2025 4.56%	679,933.02 679,936.12	100.85 4.11%	685,768.78 516.80	0.65% 5,832.66	Aaa/AAA NA	4.41 1.71

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	560,000.00	10/17/2024 4.29%	559,916.78 559,925.44	100.43 4.14%	562,414.61 1,067.73	0.53% 2,489.17	Aaa/AAA NA	4.46 2.28
44935CAD3	HART 2025-A A3 4.32 10/15/2029	635,000.00	03/04/2025 4.84%	634,906.34 634,909.13	100.43 4.14%	637,740.41 1,219.20	0.61% 2,831.28	NA/AAA AAA	4.46 1.99
Total ABS		**9,737,940.91**	**4.93%**	**9,736,677.07** **9,736,954.44**	**100.96** **4.21%**	**9,831,470.71** **16,729.65**	**9.34%** **94,516.28**		**3.66** **1.56**
AGENCY									
3134GW3Z7	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025	8,050,000.00	10/28/2020 0.60%	8,050,000.00 8,050,000.00	98.23 4.28%	7,907,475.72 402.50	7.51% (142,524.28)	Aaa/AA+ AA+	0.50 0.48
3133EPCF0	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/02/2026	2,000,000.00	03/27/2023 4.01%	2,026,680.00 2,007,605.05	100.43 3.97%	2,008,520.20 14,750.00	1.91% 915.15	Aaa/AA+ AA+	0.84 0.81
3133EPQC2	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 07/17/2026	2,000,000.00	07/28/2023 4.66%	1,998,260.00 1,999,289.21	101.07 3.71%	2,021,368.62 26,722.22	1.92% 22,079.41	Aaa/AA+ AA+	1.21 1.16
3130ANDF4	FEDERAL HOME LOAN BANKS 0.9 07/29/2026	5,000,000.00	07/29/2021 0.90%	5,010,000.00 5,000,000.00	96.38 3.91%	4,819,108.70 11,500.00	4.58% (180,891.30)	Aaa/AA+ AA+	1.25 1.21
3133EPDJ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027	2,000,000.00	03/27/2023 3.81%	2,045,720.00 2,024,288.75	101.59 3.67%	2,031,884.56 11,180.56	1.93% 7,595.81	Aaa/AA+ AA+	2.38 2.23
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	2,000,000.00	03/27/2023 3.82%	2,060,420.00 2,034,869.25	102.43 3.60%	2,048,559.42 12,750.00	1.95% 13,690.17	Aaa/AA+ AA+	2.86 2.65
3130AEB25	FEDERAL HOME LOAN BANKS 3.25 06/09/2028	2,000,000.00	07/24/2023 4.15%	1,921,180.00 1,949,769.40	98.87 3.64%	1,977,486.96 25,638.89	1.88% 27,717.56	Aaa/AA+ AA+	3.11 2.89
3130AXQK7	FEDERAL HOME LOAN BANKS 4.75 12/08/2028	2,000,000.00	01/29/2024 4.05%	2,060,660.00 2,045,033.38	103.50 3.70%	2,070,011.54 37,736.11	1.97% 24,978.16	Aaa/AA+ AA+	3.61 3.24
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029	2,100,000.00	04/29/2024 4.70%	2,104,263.00 2,103,408.53	103.33 3.84%	2,169,943.61 277.08	2.06% 66,535.08	Aaa/AA+ AA+	4.00 3.62
Total Agency		**27,150,000.00**	**2.55%**	**27,277,183.00** **27,214,263.57**	**99.71** **3.92%**	**27,054,359.32** **140,957.36**	**25.69%** **(159,904.25)**		**1.74** **1.62**
CASH									
CCYUSD	Receivable	3,705.50	-- 0.00%	3,705.50 3,705.50	1.00 0.00%	3,705.50 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
				3,705.50	**1.00**	**3,705.50**	**0.00%**		**0.00**
Total Cash		**3,705.50**	**0.00%**	**3,705.50**	**0.00%**	**0.00**	**0.00**		**0.00**
CORPORATE									
89236THP3	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025	5,000,000.00	11/19/2020 0.70%	5,025,000.00 5,002,343.75	98.38 4.41%	4,918,949.60 1,666.67	4.67% (83,394.15)	A1/A+ A+	0.46 0.45
63743HFF4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	495,000.00	10/20/2022 5.50%	494,336.70 494,889.75	100.43 4.56%	497,134.45 74.94	0.47% 2,244.70	A2/A- A	0.50 0.49
037833EB2	APPLE INC 0.7 02/08/2026	3,000,000.00	02/08/2021 0.70%	2,999,730.00 2,999,958.15	97.33 4.26%	2,920,042.95 4,841.67	2.77% (79,915.20)	Aaa/AA+ NA	0.78 0.75
713448FQ6	PEPSICO INC 4.55 02/13/2026	195,000.00	02/13/2023 4.57%	194,886.90 194,970.23	100.01 4.53%	195,016.19 1,922.38	0.19% 45.97	A1/A+ NA	0.79 0.76
907818GE2	UNION PACIFIC CORP 4.75 02/21/2026	470,000.00	02/13/2023 4.77%	469,689.80 469,916.22	100.24 4.44%	471,128.25 4,340.97	0.45% 1,212.03	A3/A- A-	0.81 0.70
61747YET8	MORGAN STANLEY 4.679 07/17/2026	775,000.00	12/28/2022 5.76%	764,390.25 774,121.03	99.97 5.84%	774,799.76 10,475.76	0.74% 678.73	A1/A- A+	1.21 0.21
24422EXD6	JOHN DEERE CAPITAL CORP 5.15 09/08/2026	505,000.00	09/05/2023 5.18%	504,641.45 504,838.06	101.45 4.04%	512,310.40 3,828.88	0.49% 7,472.34	A1/A A+	1.36 1.29
713448FW3	PEPSICO INC 5.125 11/10/2026	380,000.00	11/08/2023 5.13%	379,897.40 379,947.76	101.57 4.05%	385,965.66 9,250.63	0.37% 6,017.89	A1/A+ NA	1.53 1.35
06368LAQ9	BANK OF MONTREAL 4.7 09/14/2027	1,000,000.00	03/30/2023 4.91%	991,550.00 995,505.10	100.88 4.30%	1,008,839.40 6,136.11	0.96% 13,334.30	A2/A- AA-	2.38 2.14
78016FZW7	ROYAL BANK OF CANADA 4.9 01/12/2028	1,000,000.00	03/30/2023 4.95%	997,990.00 998,866.21	101.73 4.21%	1,017,308.00 14,836.11	0.97% 18,441.79	A1/A AA-	2.70 2.47
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	1,250,000.00	06/27/2024 5.30%	1,206,175.00 1,220,549.23	98.87 5.09%	1,235,819.74 13,410.56	1.17% 15,270.51	A1/A- AA-	2.73 1.63
713448FL7	PEPSICO INC 3.6 02/18/2028	1,500,000.00	03/27/2024 4.49%	1,452,735.00 1,465,997.12	99.33 3.85%	1,490,005.23 10,950.00	1.41% 24,008.11	A1/A+ NA	2.80 2.62
857477CU5	STATE STREET CORP 4.536 02/28/2028	1,285,000.00	02/25/2025 4.51%	1,285,000.00 1,285,000.00	101.05 4.14%	1,298,510.76 10,200.33	1.23% 13,510.76	Aa3/A AA-	2.83 2.54
58933YBH7	MERCK & CO INC 4.05 05/17/2028	1,250,000.00	09/26/2024 3.76%	1,261,775.00 1,259,815.52	100.38 3.92%	1,254,745.03 23,062.50	1.19% (5,070.50)	Aa3/A+ NA	3.05 2.72
91324PEU2	UNITEDHEALTH GROUP INC 4.25 01/15/2029	1,000,000.00	05/28/2024 5.05%	967,180.00 973,716.84	99.99 4.25%	999,860.93 12,513.89	0.95% 26,144.09	A2/A+ A	3.71 3.35

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	1,200,000.00	03/27/2024 4.70%	1,194,684.00 1,195,882.35	101.22 4.24%	1,214,602.28 13,953.33	1.15% 18,719.93	A1/A+ NA	3.76 3.38
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	1,250,000.00	02/27/2024 4.84%	1,250,650.00 1,250,495.20	102.55 4.12%	1,281,860.88 10,946.18	1.22% 31,365.67	A1/AA- NA	3.83 3.37
437076DC3	HOME DEPOT INC 4.75 06/25/2029	1,250,000.00	06/27/2024 4.82%	1,245,987.50 1,246,663.22	102.16 4.18%	1,276,984.43 20,781.25	1.21% 30,321.21	A2/A A	4.15 3.62
532457CQ9	ELI LILLY AND CO 4.2 08/14/2029	705,000.00	08/12/2024 4.25%	703,456.05 703,675.89	100.48 4.07%	708,402.17 6,333.25	0.67% 4,726.28	Aa3/A+ NA	4.29 3.79
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	1,250,000.00	09/26/2024 4.08%	1,280,725.00 1,276,936.99	101.70 4.21%	1,271,244.40 12,270.83	1.21% (5,692.59)	A2/A A	4.29 3.76
40139LBJ1	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029	1,300,000.00	11/26/2024 4.67%	1,272,336.00 1,274,766.79	99.33 4.35%	1,291,328.18 5,281.79	1.23% 16,561.39	Aa1/AA+ NA	4.41 3.96
64952WFK4	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029	830,000.00	12/02/2024 4.61%	829,526.90 829,564.99	101.15 4.32%	839,583.03 15,484.11	0.80% 10,018.04	Aaa/AA+ AAA	4.60 4.03
14913UAX8	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030	960,000.00	01/06/2025 4.84%	958,147.20 958,261.86	102.48 4.21%	983,819.16 14,464.00	0.93% 25,557.31	A2/A A+	4.69 4.11
59217GFT1	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030	820,000.00	01/02/2025 4.95%	818,310.80 818,414.41	101.87 4.45%	835,300.90 12,500.44	0.79% 16,886.49	Aa3/AA- AA-	4.70 4.10
57629TBV8	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030	1,000,000.00	01/03/2025 4.96%	999,520.00 999,549.18	101.77 4.53%	1,017,719.68 15,262.50	0.97% 18,170.50	Aa3/AA+ AA+	4.70 4.09
Total Corporate		**29,670,000.00**	**3.68%**	**29,548,320.95** **29,574,645.86**	**100.13** **4.32%**	**29,701,281.45** **254,789.08**	**28.20%** **126,635.59**		**2.61** **2.28**
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	409,027.82	-- 3.97%	409,027.82 409,027.82	1.00 3.97%	409,027.82 0.00	0.39% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**409,027.82**	**3.97%**	**409,027.82** **409,027.82**	**1.00** **3.97%**	**409,027.82** **0.00**	**0.39%** **0.00**		**0.00** **0.00**
SUPRANATIONAL									
4581X0EK0	INTER-AMERICAN DEVELOPMENT BANK 4.5 05/15/2026	1,720,000.00	06/27/2023 4.53%	1,718,675.60 1,719,519.21	100.62 3.88%	1,730,727.11 35,690.00	1.64% 11,207.90	Aaa/AAA NA	1.04 0.99

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	2,000,000.00	07/24/2023 4.19%	1,938,380.00 1,960,302.17	99.51 3.66%	1,990,158.74 21,194.44	1.89% 29,856.57	Aaa/AAA NA	3.20 2.97
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	635,000.00	03/14/2025 4.20%	632,733.05 632,785.19	101.52 3.78%	644,668.78 2,983.18	0.61% 11,883.58	Aaa/AAA NA	4.89 4.38
Total Supranational		**4,355,000.00**	**4.33%**	**4,289,788.65 4,312,606.57**	**100.25 3.77%**	**4,365,554.62 59,867.62**	**4.15% 52,948.05**		**2.59 2.39**
US TREASURY									
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	3,000,000.00	09/30/2021 1.01%	2,980,546.88 2,994,492.19	96.09 3.74%	2,882,578.14 2,223.36	2.74% (111,914.05)	Aaa/AA+ AA+	1.42 1.38
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	1,825,000.00	-- 3.68%	1,822,165.04 1,822,383.95	100.13 3.58%	1,827,352.53 5,603.40	1.74% 4,968.59	Aaa/AA+ AA+	2.92 2.74
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	2,000,000.00	12/28/2023 3.86%	1,935,078.13 1,952,883.40	98.33 3.63%	1,966,640.62 28,832.87	1.87% 13,757.22	Aaa/AA+ AA+	3.54 3.27
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	2,200,000.00	03/27/2024 4.18%	2,206,617.19 2,205,148.75	102.13 3.65%	2,246,750.00 15,752.72	2.13% 41,601.25	Aaa/AA+ AA+	3.83 3.49
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	2,200,000.00	05/28/2024 4.53%	2,161,156.25 2,168,564.48	101.68 3.66%	2,236,953.14 7,686.48	2.12% 68,388.66	Aaa/AA+ AA+	3.92 3.58
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	2,000,000.00	-- 4.13%	2,042,382.82 2,036,018.96	103.54 3.66%	2,070,859.38 251.36	1.97% 34,840.42	Aaa/AA+ AA+	4.00 3.63
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	2,200,000.00	06/13/2024 4.25%	2,224,578.13 2,220,224.06	103.12 3.67%	2,268,664.07 41,340.66	2.15% 48,440.01	Aaa/AA+ AA+	4.08 3.65
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	2,000,000.00	09/26/2024 3.56%	2,038,515.62 2,033,810.09	101.25 3.68%	2,025,078.12 19,889.50	1.92% (8,731.97)	Aaa/AA+ AA+	4.25 3.85
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	2,000,000.00	10/30/2024 4.10%	1,915,156.25 1,923,905.01	97.78 3.68%	1,955,546.88 10,529.89	1.86% 31,641.87	Aaa/AA+ AA+	4.34 3.99
91282CFL0	UNITED STATES TREASURY 3.875 09/30/2029	2,200,000.00	10/30/2024 4.10%	2,177,828.13 2,180,076.20	100.74 3.69%	2,216,328.14 7,220.63	2.10% 36,251.94	Aaa/AA+ AA+	4.42 4.02
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	2,500,000.00	04/29/2025 3.77%	2,523,535.16 2,523,520.85	101.23 3.70%	2,530,859.38 271.74	2.40% 7,338.52	Aaa/AA+ AA+	4.50 4.09
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	2,400,000.00	12/27/2024 4.45%	2,366,062.50 2,368,367.83	101.82 3.69%	2,443,593.74 41,340.66	2.32% 75,225.91	Aaa/AA+ AA+	4.59 4.08
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	2,500,000.00	04/29/2025 3.78%	2,550,488.28 2,550,459.21	102.33 3.71%	2,558,300.78 26,415.75	2.43% 7,841.56	Aaa/AA+ AA+	4.76 4.24

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	2,200,000.00	03/28/2025 4.03%	2,197,507.81 2,197,554.94	101.30 3.70%	2,228,531.25 14,826.09	2.12% 30,976.31	Aaa/AA+ AA+	4.83 4.34
91282CGS4	UNITED STATES TREASURY 3.625 03/31/2030	2,500,000.00	04/29/2025 3.80%	2,480,664.06 2,480,674.83	99.54 3.73%	2,488,378.90 7,675.89	2.36% 7,704.07	Aaa/AA+ AA+	4.92 4.45
Total US Treasury		**33,725,000.00**	**3.76%**	**33,622,282.25** **33,658,084.75**	**100.70** **3.68%**	**33,946,415.06** **229,860.98**	**32.23%** **288,330.31**		**4.01** **3.64**
Total Portfolio		**105,050,674.23**	**3.56%**	**104,886,985.24** **104,909,288.51**	**99.90** **3.98%**	**105,311,814.49** **702,204.70**	**100.00%** **402,525.98**		**2.92** **2.48**
Total Market Value + Accrued						**106,014,019.18**			

TRANSACTION LEDGER

City of Orange | Account #10888 | As of April 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/02/2025	31846V203	1,383.62	FIRST AMER:GVT OBLG Y	1.000	3.96%	(1,383.62)	0.00	(1,383.62)	0.00
Purchase	04/15/2025	31846V203	41,380.12	FIRST AMER:GVT OBLG Y	1.000	3.94%	(41,380.12)	0.00	(41,380.12)	0.00
Purchase	04/16/2025	31846V203	20,000.00	FIRST AMER:GVT OBLG Y	1.000	3.96%	(20,000.00)	0.00	(20,000.00)	0.00
Purchase	04/21/2025	31846V203	17,505.50	FIRST AMER:GVT OBLG Y	1.000	3.94%	(17,505.50)	0.00	(17,505.50)	0.00
Purchase	04/21/2025	31846V203	5,628.33	FIRST AMER:GVT OBLG Y	1.000	3.94%	(5,628.33)	0.00	(5,628.33)	0.00
Purchase	04/22/2025	31846V203	1,263,018.75	FIRST AMER:GVT OBLG Y	1.000	3.94%	(1,263,018.75)	0.00	(1,263,018.75)	0.00
Purchase	04/25/2025	31846V203	2,584.00	FIRST AMER:GVT OBLG Y	1.000	3.92%	(2,584.00)	0.00	(2,584.00)	0.00
Purchase	04/25/2025	31846V203	15,205.24	FIRST AMER:GVT OBLG Y	1.000	3.92%	(15,205.24)	0.00	(15,205.24)	0.00
Purchase	04/28/2025	31846V203	4,030,650.00	FIRST AMER:GVT OBLG Y	1.000	3.94%	(4,030,650.00)	0.00	(4,030,650.00)	0.00
Purchase	04/29/2025	31846V203	2,409,000.00	FIRST AMER:GVT OBLG Y	1.000	3.97%	(2,409,000.00)	0.00	(2,409,000.00)	0.00
Purchase	04/30/2025	91282CFT3	2,500,000.00	UNITED STATES TREASURY 4.0 10/31/2029	100.941	3.77%	(2,523,535.16)	0.00	(2,523,535.16)	0.00
Purchase	04/30/2025	91282CMG3	2,500,000.00	UNITED STATES TREASURY 4.25 01/31/2030	102.020	3.78%	(2,550,488.28)	(26,122.24)	(2,576,610.52)	0.00
Purchase	04/30/2025	91282CGS4	2,500,000.00	UNITED STATES TREASURY 3.625 03/31/2030	99.227	3.80%	(2,480,664.06)	(7,428.28)	(2,488,092.34)	0.00
Purchase	04/30/2025	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028	99.991	4.53%	(329,970.20)	0.00	(329,970.20)	0.00
Total Purchase			**15,636,355.56**				**(15,691,013.26)**	**(33,550.52)**	**(15,724,563.78)**	**0.00**
TOTAL ACQUISITIONS			**15,636,355.56**				**(15,691,013.26)**	**(33,550.52)**	**(15,724,563.78)**	**0.00**
DISPOSITIONS										
Maturity	04/28/2025	3130ANA42	(4,000,000.00)	FEDERAL HOME LOAN BANKS 0.65 04/28/2025	100.000	0.65%	4,000,000.00	0.00	4,000,000.00	0.00
Maturity	04/29/2025	3130AMBG6	(2,400,000.00)	FEDERAL HOME LOAN BANKS 0.75 04/29/2025	100.000	0.75%	2,400,000.00	0.00	2,400,000.00	0.00
Total Maturity			**(6,400,000.00)**				**6,400,000.00**	**0.00**	**6,400,000.00**	**0.00**
Sale	04/15/2025	31846V203	(4,414.49)	FIRST AMER:GVT OBLG Y	1.000	3.94%	4,414.49	0.00	4,414.49	0.00
Sale	04/24/2025	31846V203	(705.12)	FIRST AMER:GVT OBLG Y	1.000	3.92%	705.12	0.00	705.12	0.00
Sale	04/30/2025	31846V203	(7,808,594.47)	FIRST AMER:GVT OBLG Y	1.000	3.97%	7,808,594.47	0.00	7,808,594.47	0.00

TRANSACTION LEDGER

City of Orange | Account #10888 | As of April 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Total Sale			**(7,813,714.08)**				**7,813,714.08**	**0.00**	**7,813,714.08**	**0.00**
TOTAL DISPOSITIONS			**(14,213,714.08)**				**14,213,714.08**	**0.00**	**14,213,714.08**	**0.00**
OTHER TRANSACTIONS										
Call Redemption	04/22/2025	46647PBK1	(1,250,000.00)	JPMORGAN CHASE & CO 2.083 04/22/2026	100.000	4.69%	1,250,000.00	0.00	1,250,000.00	0.00
Total Call Redemption			**(1,250,000.00)**				**1,250,000.00**	**0.00**	**1,250,000.00**	**0.00**
Coupon	04/15/2025	47800CAC0	0.00	JDOT 2023 A3 5.01 11/15/2027		3.39%	1,428.94	0.00	1,428.94	0.00
Coupon	04/15/2025	92970QAE5	0.00	WFCIT 2024-2 A 4.29 10/15/2029		4.29%	2,002.00	0.00	2,002.00	0.00
Coupon	04/15/2025	44935CAD3	0.00	HART 2025-A A3 4.32 10/15/2029		4.84%	2,514.60	0.00	2,514.60	0.00
Coupon	04/15/2025	02582JJZ4	0.00	AMXCA 2023-1 A 4.87 05/15/2026		4.92%	1,420.42	0.00	1,420.42	0.00
Coupon	04/15/2025	05522RDJ4	0.00	BACCT 2024-1 A 4.93 05/15/2029		4.93%	2,074.71	0.00	2,074.71	0.00
Coupon	04/15/2025	47800DAD6	0.00	JDOT 2025 A3 4.23 09/17/2029		5.09%	1,997.50	0.00	1,997.50	0.00
Coupon	04/15/2025	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.23%	4,558.00	0.00	4,558.00	0.00
Coupon	04/15/2025	02582JKD1	0.00	AMXCA 2023-3 A 5.23 09/15/2028		5.29%	4,598.04	0.00	4,598.04	0.00
Coupon	04/15/2025	44934QAD3	0.00	HART 2024-B A3 4.84 03/15/2029		5.45%	1,149.50	0.00	1,149.50	0.00
Coupon	04/15/2025	47786WAD2	0.00	JDOT 2024-B A3 5.2 03/15/2029		5.81%	2,210.00	0.00	2,210.00	0.00
Coupon	04/16/2025	89236THP3	0.00	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025		0.70%	20,000.00	0.00	20,000.00	0.00

TRANSACTION LEDGER

City of Orange | Account #10888 | As of April 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	04/20/2025	36271VAD9	0.00	GMALT 2025-1 A3 4.66 02/21/2028		4.66%	1,669.83	0.00	1,669.83	0.00
Coupon	04/21/2025	43814VAC1	0.00	HAROT 2025-1 A3 4.57 09/21/2029		4.57%	3,027.62	0.00	3,027.62	0.00
Coupon	04/21/2025	43813YAC6	0.00	HAROT 2024-3 A3 4.57 03/21/2029		4.66%	2,399.25	0.00	2,399.25	0.00
Coupon	04/21/2025	43815JAC7	0.00	HAROT 2023-1 A3 5.04 04/21/2027		5.09%	659.48	0.00	659.48	0.00
Coupon	04/21/2025	438123AC5	0.00	HAROT 2023-4 A3 5.67 06/21/2028		5.74%	1,559.25	0.00	1,559.25	0.00
Coupon	04/22/2025	46647PBK1	0.00	JPMORGAN CHASE & CO 2.083 04/22/2026		4.69%	13,018.75	0.00	13,018.75	0.00
Coupon	04/25/2025	096924AD7	0.00	BMWOT 2025-A A3 4.56 09/25/2029		4.56%	2,584.00	0.00	2,584.00	0.00
Coupon	04/25/2025	096919AD7	0.00	BMWOT 2024-A A3 5.18 02/26/2029		5.18%	1,942.50	0.00	1,942.50	0.00
Coupon	04/25/2025	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	817.53	0.00	817.53	0.00
Coupon	04/28/2025	3134GW3Z7	0.00	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025		0.60%	24,150.00	0.00	24,150.00	0.00
Coupon	04/28/2025	3130ANA42	0.00	FEDERAL HOME LOAN BANKS 0.65 04/28/2025		0.65%	6,500.00	0.00	6,500.00	0.00
Coupon	04/29/2025	3130AMBG6	0.00	FEDERAL HOME LOAN BANKS 0.75 04/29/2025		0.75%	9,000.00	0.00	9,000.00	0.00
Coupon	04/30/2025	91282CKP5	0.00	UNITED STATES TREASURY 4.625 04/30/2029		3.94%	46,250.00	0.00	46,250.00	0.00
Coupon	04/30/2025	3133ERDH1	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029		4.70%	49,875.00	0.00	49,875.00	0.00
Coupon	04/30/2025	63743HFF4	0.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025		5.50%	13,488.75	0.00	13,488.75	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Total Coupon			**0.00**				**220,895.67**	**0.00**	**220,895.67**	**0.00**
Custody Fee	04/24/2025	CCYUSD	(705.12)	Cash		0.00%	(705.12)	0.00	(705.12)	0.00
Total Custody Fee			**(705.12)**				**(705.12)**	**0.00**	**(705.12)**	**0.00**
Dividend	04/30/2025	31846V203	0.00	FIRST AMER:GVT OBLG Y		3.97%	3,705.50	0.00	3,705.50	0.00
Total Dividend			**0.00**				**3,705.50**	**0.00**	**3,705.50**	**0.00**
Management Fee	04/15/2025	CCYUSD	(6,411.99)	Cash		0.00%	(6,411.99)	0.00	(6,411.99)	0.00
Total Management Fee			**(6,411.99)**				**(6,411.99)**	**0.00**	**(6,411.99)**	**0.00**
Principal Paydown	04/15/2025	47800CAC0	19,423.91	JDOT 2023 A3 5.01 11/15/2027		3.39%	19,423.91	--	19,423.91	0.00
Principal Paydown	04/21/2025	43815JAC7	13,818.40	HAROT 2023-1 A3 5.04 04/21/2027		5.09%	13,818.40	--	13,818.40	(0.00)
Principal Paydown	04/25/2025	05592XAD2	12,445.21	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	12,445.21	--	12,445.21	(0.00)
Total Principal Paydown			**45,687.52**				**45,687.52**	**--**	**45,687.52**	**(0.00)**
TOTAL OTHER TRANSACTIONS			**(1,211,429.59)**				**1,513,171.58**	**0.00**	**1,513,171.58**	**(0.00)**

INCOME EARNED

City of Orange | Account #10888 | As of April 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V203	FIRST AMER:GVT OBLG Y	409,027.82	416,386.34 7,806,355.56 (7,813,714.08) 409,027.82	0.00 1,383.62 0.00 1,383.62	0.00 0.00 0.00 1,383.62	1,383.62
CCYUSD	Receivable	3,705.50	1,383.62 0.00 0.00 3,705.50	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**412,733.32**	**417,769.96** **7,806,355.56** **(7,813,714.08)** **412,733.32**	**0.00** **1,383.62** **0.00** **1,383.62**	**0.00** **0.00** **0.00** **1,383.62**	**1,383.62**
FIXED INCOME						
02582JJZ4	AMXCA 2023-1 A 4.87 05/15/2026	06/07/2023 06/14/2023 350,000.00	349,984.62 0.00 0.00 349,985.75	757.56 1,420.42 757.56 1,420.42	1.13 0.00 1.13 1,421.55	1,421.55
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2028	09/12/2023 09/19/2023 1,055,000.00	1,054,967.33 0.00 0.00 1,054,968.10	2,452.29 4,598.04 2,452.29 4,598.04	0.78 0.00 0.78 4,598.82	4,598.82
037833EB2	APPLE INC 0.7 02/08/2026	02/08/2021 02/08/2021 3,000,000.00	2,999,953.72 0.00 0.00 2,999,958.15	3,091.67 0.00 4,841.67 1,750.00	4.44 0.00 4.44 1,754.44	1,754.44
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	06/06/2024 06/13/2024 505,000.00	504,976.36 0.00 0.00 504,976.83	1,106.51 2,074.71 1,106.51 2,074.71	0.47 0.00 0.47 2,075.18	2,075.18
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/11/2023 07/18/2023 166,903.11	179,328.31 0.00 (12,445.21) 166,885.01	163.51 817.53 152.16 806.18	1.92 0.00 1.92 808.10	808.10

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
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	06/27/2024 06/28/2024 1,250,000.00	1,219,144.58 0.00 0.00 1,220,549.23	9,427.22 0.00 13,410.56 3,983.33	1,404.65 0.00 1,404.65 5,387.98	5,387.98
06368LAQ9	BANK OF MONTREAL 4.7 09/14/2027	03/30/2023 03/31/2023 1,000,000.00	995,349.39 0.00 0.00 995,505.10	2,219.44 0.00 6,136.11 3,916.67	155.71 0.00 155.71 4,072.38	4,072.38
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	06/04/2024 06/11/2024 450,000.00	449,943.33 0.00 0.00 449,944.52	388.50 1,942.50 388.50 1,942.50	1.19 0.00 1.19 1,943.69	1,943.69
096924AD7	BMWOT 2025-A A3 4.56 09/25/2029	02/04/2025 02/12/2025 680,000.00	679,934.93 0.00 0.00 679,936.12	516.80 2,584.00 516.80 2,584.00	1.19 0.00 1.19 2,585.19	2,585.19
14913UAX8	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030	01/06/2025 01/08/2025 960,000.00	958,231.42 0.00 0.00 958,261.86	10,624.00 0.00 14,464.00 3,840.00	30.44 0.00 30.44 3,870.44	3,870.44
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	09/07/2023 09/15/2023 1,060,000.00	1,059,796.88 0.00 0.00 1,059,801.70	2,430.93 4,558.00 2,430.93 4,558.00	4.82 0.00 4.82 4,562.82	4,562.82
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	09/26/2024 09/27/2024 1,250,000.00	1,277,463.10 0.00 0.00 1,276,936.99	7,427.08 0.00 12,270.83 4,843.75	0.00 (526.11) (526.11) 4,317.64	4,317.64
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	02/27/2024 02/29/2024 1,250,000.00	1,250,506.08 0.00 0.00 1,250,495.20	5,894.10 0.00 10,946.18 5,052.08	0.00 (10.88) (10.88) 5,041.21	5,041.21
24422EXD6	JOHN DEERE CAPITAL CORP 5.15 09/08/2026	09/05/2023 09/08/2023 505,000.00	504,828.25 0.00 0.00 504,838.06	1,661.59 0.00 3,828.88 2,167.29	9.81 0.00 9.81 2,177.11	2,177.11

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3130AEB25	FEDERAL HOME LOAN BANKS 3.25 06/09/2028	07/24/2023 07/25/2023 2,000,000.00	1,948,441.72 0.00 0.00 1,949,769.40	20,222.22 0.00 25,638.89 5,416.67	1,327.68 0.00 1,327.68 6,744.35	6,744.35
3130AMBG6	FEDERAL HOME LOAN BANKS 0.75 04/29/2025	05/04/2021 05/04/2021 0.00	2,400,000.00 0.00 (2,400,000.00) 0.00	7,600.00 9,000.00 0.00 1,400.00	0.00 0.00 0.00 1,400.00	1,400.00
3130ANA42	FEDERAL HOME LOAN BANKS 0.65 04/28/2025	07/28/2021 07/28/2021 0.00	4,000,000.00 0.00 (4,000,000.00) 0.00	4,550.00 6,500.00 0.00 1,950.00	0.00 0.00 0.00 1,950.00	1,950.00
3130ANDF4	FEDERAL HOME LOAN BANKS 0.9 07/29/2026	07/29/2021 07/29/2021 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	7,750.00 0.00 11,500.00 3,750.00	0.00 0.00 0.00 3,750.00	3,750.00
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	03/27/2023 03/28/2023 2,000,000.00	2,035,871.24 0.00 0.00 2,034,869.25	5,250.00 0.00 12,750.00 7,500.00	0.00 (1,001.99) (1,001.99) 6,498.01	6,498.01
3130AXQK7	FEDERAL HOME LOAN BANKS 4.75 12/08/2028	01/29/2024 01/30/2024 2,000,000.00	2,046,059.20 0.00 0.00 2,045,033.38	29,819.44 0.00 37,736.11 7,916.67	0.00 (1,025.82) (1,025.82) 6,890.85	6,890.85
3133EPCF0	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/02/2026	03/27/2023 03/28/2023 2,000,000.00	2,008,353.08 0.00 0.00 2,007,605.05	7,250.00 0.00 14,750.00 7,500.00	0.00 (748.04) (748.04) 6,751.96	6,751.96
3133EPDJ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027	03/27/2023 03/28/2023 2,000,000.00	2,025,129.19 0.00 0.00 2,024,288.75	3,888.89 0.00 11,180.56 7,291.67	0.00 (840.44) (840.44) 6,451.23	6,451.23
3133EPQC2	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 07/17/2026	07/28/2023 07/31/2023 2,000,000.00	1,999,240.96 0.00 0.00 1,999,289.21	19,013.89 0.00 26,722.22 7,708.33	48.24 0.00 48.24 7,756.58	7,756.58

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3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029	04/29/2024 04/30/2024 2,100,000.00	2,103,478.57 0.00 0.00 2,103,408.53	41,839.58 49,875.00 277.08 8,312.50	0.00 (70.04) (70.04) 8,242.46	8,242.46
3134GW3Z7	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025	10/28/2020 10/28/2020 8,050,000.00	8,050,000.00 0.00 0.00 8,050,000.00	20,527.50 24,150.00 402.50 4,025.00	0.00 0.00 0.00 4,025.00	4,025.00
36271VAD9	GMALT 2025-1 A3 4.66 02/21/2028	02/05/2025 02/12/2025 430,000.00	429,951.47 0.00 0.00 429,952.84	612.27 1,669.83 612.27 1,669.83	1.38 0.00 1.38 1,671.21	1,671.21
40139LBJ1	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029	11/26/2024 11/27/2024 1,300,000.00	1,274,296.32 0.00 0.00 1,274,766.79	754.54 0.00 5,281.79 4,527.25	470.48 0.00 470.48 4,997.73	4,997.73
437076DC3	HOME DEPOT INC 4.75 06/25/2029	06/27/2024 06/28/2024 1,250,000.00	1,246,597.19 0.00 0.00 1,246,663.22	15,833.33 0.00 20,781.25 4,947.92	66.03 0.00 66.03 5,013.95	5,013.95
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	11/01/2023 11/08/2023 330,000.00	329,959.46 0.00 0.00 329,960.49	519.75 1,559.25 519.75 1,559.25	1.03 0.00 1.03 1,560.28	1,560.28
43813YAC6	HAROT 2024-3 A3 4.57 03/21/2029	08/09/2024 08/21/2024 630,000.00	629,914.22 0.00 0.00 629,916.00	799.75 2,399.25 799.75 2,399.25	1.77 0.00 1.77 2,401.02	2,401.02
43814VAC1	HAROT 2025-1 A3 4.57 09/21/2029	02/04/2025 02/11/2025 795,000.00	794,976.22 0.00 0.00 794,976.66	1,009.21 3,027.62 1,009.21 3,027.62	0.44 0.00 0.44 3,028.06	3,028.06
43815JAC7	HAROT 2023-1 A3 5.04 04/21/2027	02/16/2023 02/24/2023 143,201.34	157,005.32 0.00 (13,818.40) 143,188.71	219.83 659.48 200.48 640.13	1.80 0.00 1.80 641.93	641.93

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44934QAD3	HART 2024-B A3 4.84 03/15/2029	07/16/2024 07/24/2024 285,000.00	284,963.36 0.00 0.00 284,964.12	613.07 1,149.50 613.07 1,149.50	0.76 0.00 0.76 1,150.26	1,150.26
44935CAD3	HART 2025-A A3 4.32 10/15/2029	03/04/2025 03/12/2025 635,000.00	634,907.46 0.00 0.00 634,909.13	1,447.80 2,514.60 1,219.20 2,286.00	1.67 0.00 1.67 2,287.67	2,287.67
44935DAD1	HALST 2025-B A3 4.53 04/17/2028	04/24/2025 04/30/2025 330,000.00	0.00 329,970.20 0.00 329,970.23	0.00 0.00 45.93 45.93	0.03 0.00 0.03 45.95	45.95
4581X0EK0	INTER-AMERICAN DEVELOPMENT BANK 4.5 05/15/2026	06/27/2023 07/06/2023 1,720,000.00	1,719,481.15 0.00 0.00 1,719,519.21	29,240.00 0.00 35,690.00 6,450.00	38.06 0.00 38.06 6,488.06	6,488.06
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	07/24/2023 07/26/2023 2,000,000.00	1,959,282.54 0.00 0.00 1,960,302.17	15,361.11 0.00 21,194.44 5,833.33	1,019.64 0.00 1,019.64 6,852.97	6,852.97
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	03/14/2025 03/20/2025 635,000.00	632,747.95 0.00 0.00 632,785.19	800.36 0.00 2,983.18 2,182.81	37.24 0.00 37.24 2,220.06	2,220.06
46647PBK1	JPMORGAN CHASE & CO 2.083 04/22/2026	05/31/2022 06/02/2022 0.00	1,248,745.52 0.00 (1,250,000.00) 0.00	11,499.90 13,018.75 0.00 1,518.85	1,254.48 0.00 1,254.48 2,773.34	2,773.34
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	06/11/2024 06/18/2024 510,000.00	509,916.83 0.00 0.00 509,918.56	1,178.67 2,210.00 1,178.67 2,210.00	1.73 0.00 1.73 2,211.73	2,211.73
47800CAC0	JDOT 2023 A3 5.01 11/15/2027	02/22/2023 03/02/2023 322,836.46	342,225.61 0.00 (19,423.91) 322,804.70	762.10 1,428.94 718.85 1,385.69	3.00 0.00 3.00 1,388.69	1,388.69

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47800DAD6	JDOT 2025 A3 4.23 09/17/2029	03/04/2025 03/11/2025 500,000.00	499,968.95 0.00 0.00 499,969.52	1,352.78 1,997.50 940.00 1,584.72	0.57 0.00 0.57 1,585.29	1,585.29
532457CQ9	ELI LILLY AND CO 4.2 08/14/2029	08/12/2024 08/14/2024 705,000.00	703,650.52 0.00 0.00 703,675.89	3,865.75 0.00 6,333.25 2,467.50	25.37 0.00 25.37 2,492.87	2,492.87
57629TBV8	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030	01/03/2025 01/10/2025 1,000,000.00	999,541.29 0.00 0.00 999,549.18	11,137.50 0.00 15,262.50 4,125.00	7.89 0.00 7.89 4,132.89	4,132.89
58933YBH7	MERCK & CO INC 4.05 05/17/2028	09/26/2024 09/27/2024 1,250,000.00	1,260,087.67 0.00 0.00 1,259,815.52	18,843.75 0.00 23,062.50 4,218.75	0.00 (272.15) (272.15) 3,946.60	3,946.60
59217GFT1	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030	01/02/2025 01/09/2025 820,000.00	818,386.66 0.00 0.00 818,414.41	9,152.11 0.00 12,500.44 3,348.33	27.75 0.00 27.75 3,376.09	3,376.09
61747YET8	MORGAN STANLEY 4.679 07/17/2026	12/28/2022 12/30/2022 775,000.00	773,778.57 0.00 0.00 774,121.03	7,453.91 0.00 10,475.76 3,021.85	342.46 0.00 342.46 3,364.31	3,364.31
63743HFF4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	10/20/2022 10/31/2022 495,000.00	494,871.58 0.00 0.00 494,889.75	11,315.56 13,488.75 74.94 2,248.13	18.17 0.00 18.17 2,266.30	2,266.30
64952WFK4	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029	12/02/2024 12/05/2024 830,000.00	829,557.21 0.00 0.00 829,564.99	12,302.44 0.00 15,484.11 3,181.67	7.77 0.00 7.77 3,189.44	3,189.44
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	03/27/2024 03/28/2024 1,200,000.00	1,195,792.25 0.00 0.00 1,195,882.35	9,353.33 0.00 13,953.33 4,600.00	90.10 0.00 90.10 4,690.10	4,690.10

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713448FL7	PEPSICO INC 3.6 02/18/2028	03/27/2024 03/28/2024 1,500,000.00	1,464,999.97 0.00 0.00 1,465,997.12	6,450.00 0.00 10,950.00 4,500.00	997.15 0.00 997.15 5,497.15	5,497.15
713448FQ6	PEPSICO INC 4.55 02/13/2026	02/13/2023 02/15/2023 195,000.00	194,967.12 0.00 0.00 194,970.23	1,183.00 0.00 1,922.38 739.38	3.10 0.00 3.10 742.48	742.48
713448FW3	PEPSICO INC 5.125 11/10/2026	11/08/2023 11/10/2023 380,000.00	379,944.96 0.00 0.00 379,947.76	7,627.71 0.00 9,250.63 1,622.92	2.81 0.00 2.81 1,625.73	1,625.73
78016FZW7	ROYAL BANK OF CANADA 4.9 01/12/2028	03/30/2023 03/31/2023 1,000,000.00	998,831.72 0.00 0.00 998,866.21	10,752.78 0.00 14,836.11 4,083.33	34.50 0.00 34.50 4,117.83	4,117.83
857477CU5	STATE STREET CORP 4.536 02/28/2028	02/25/2025 02/28/2025 1,285,000.00	1,285,000.00 0.00 0.00 1,285,000.00	5,343.03 0.00 10,200.33 4,857.30	0.00 0.00 0.00 4,857.30	4,857.30
89236THP3	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025	11/19/2020 11/19/2020 5,000,000.00	5,002,762.28 0.00 0.00 5,002,343.75	18,333.33 20,000.00 1,666.67 3,333.33	0.00 (418.53) (418.53) 2,914.81	2,914.81
907818GE2	UNION PACIFIC CORP 4.75 02/21/2026	02/13/2023 02/21/2023 470,000.00	469,907.73 0.00 0.00 469,916.22	2,480.56 0.00 4,340.97 1,860.42	8.49 0.00 8.49 1,868.91	1,868.91
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	12/28/2023 12/29/2023 2,000,000.00	1,951,791.05 0.00 0.00 1,952,883.40	23,653.31 0.00 28,832.87 5,179.56	1,092.35 0.00 1,092.35 6,271.91	6,271.91
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	09/30/2021 09/30/2021 3,000,000.00	2,994,172.59 0.00 0.00 2,994,492.19	71.72 0.00 2,223.36 2,151.64	319.60 0.00 319.60 2,471.24	2,471.24

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91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	10/30/2024 10/31/2024 2,000,000.00	1,922,462.91 0.00 0.00 1,923,905.01	5,434.78 0.00 10,529.89 5,095.11	1,442.10 0.00 1,442.10 6,537.21	6,537.21
91282CFL0	UNITED STATES TREASURY 3.875 09/30/2029	10/30/2024 10/31/2024 2,200,000.00	2,179,705.64 0.00 0.00 2,180,076.20	232.92 0.00 7,220.63 6,987.70	370.56 0.00 370.56 7,358.27	7,358.27
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	04/29/2025 04/30/2025 2,500,000.00	0.00 2,523,535.16 0.00 2,523,520.85	0.00 0.00 271.74 271.74	0.00 (14.31) (14.31) 257.43	257.43
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	03/28/2025 03/28/2025 2,200,000.00	2,197,513.35 0.00 0.00 2,197,554.94	7,652.17 0.00 14,826.09 7,173.91	41.58 0.00 41.58 7,215.50	7,215.50
91282CGS4	UNITED STATES TREASURY 3.625 03/31/2030	04/29/2025 04/30/2025 2,500,000.00	0.00 2,480,664.06 0.00 2,480,674.83	0.00 (7,428.28) 7,675.89 247.61	10.77 0.00 10.77 258.37	258.37
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	1,825,000.00	1,822,310.26 0.00 0.00 1,822,383.95	180.75 0.00 5,603.40 5,422.64	153.28 (79.59) 73.69 5,496.34	5,496.34
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	03/27/2024 03/28/2024 2,200,000.00	2,205,259.16 0.00 0.00 2,205,148.75	8,130.43 0.00 15,752.72 7,622.28	0.00 (110.41) (110.41) 7,511.87	7,511.87
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	05/28/2024 05/29/2024 2,200,000.00	2,167,904.99 0.00 0.00 2,168,564.48	247.95 0.00 7,686.48 7,438.52	659.49 0.00 659.49 8,098.01	8,098.01
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	2,000,000.00	2,036,759.08 0.00 0.00 2,036,018.96	38,839.78 46,250.00 251.36 7,661.58	0.00 (740.12) (740.12) 6,921.46	6,921.46

INCOME EARNED

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91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	06/13/2024 06/14/2024 2,200,000.00	2,220,630.98 0.00 0.00 2,220,224.06	33,181.32 0.00 41,340.66 8,159.34	0.00 (406.92) (406.92) 7,752.42	7,752.42
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	09/26/2024 09/27/2024 2,000,000.00	2,034,463.64 0.00 0.00 2,033,810.09	13,259.67 0.00 19,889.50 6,629.83	0.00 (653.55) (653.55) 5,976.29	5,976.29
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	12/27/2024 12/30/2024 2,400,000.00	2,367,800.95 0.00 0.00 2,368,367.83	33,181.32 0.00 41,340.66 8,159.34	566.88 0.00 566.88 8,726.23	8,726.23
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	04/29/2025 04/30/2025 2,500,000.00	0.00 2,550,488.28 0.00 2,550,459.21	0.00 (26,122.24) 26,415.75 293.51	0.00 (29.07) (29.07) 264.44	264.44
91324PEU2	UNITEDHEALTH GROUP INC 4.25 01/15/2029	05/28/2024 05/29/2024 1,000,000.00	973,134.93 0.00 0.00 973,716.84	8,972.22 0.00 12,513.89 3,541.67	581.91 0.00 581.91 4,123.58	4,123.58
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	10/17/2024 10/24/2024 560,000.00	559,924.06 0.00 0.00 559,925.44	1,067.73 2,002.00 1,067.73 2,002.00	1.37 0.00 1.37 2,003.37	2,003.37
Total Fixed Income		**104,637,940.91**	**104,301,834.91 7,884,657.70 (7,695,687.52) 104,496,555.19**	**607,578.05 187,345.15 702,204.70 281,971.79**	**12,698.05 (6,947.94) 5,750.10 287,721.90**	**287,721.90**
TOTAL PORTFOLIO		**105,050,674.23**	**104,719,604.87 15,691,013.26 (15,509,401.60) 104,909,288.51**	**607,578.05 188,728.77 702,204.70 283,355.41**	**12,698.05 (6,947.94) 5,750.10 289,105.52**	**289,105.52**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
MAY 2025							
05/01/2025	Dividend	31846V203	0.00	FIRST AMER:GVT OBLG Y	3,705.50		3,705.50
05/12/2025	Coupon	713448FW3	380,000.00	PEPSICO INC 5.125 11/10/2026		9,737.50	9,737.50
05/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
05/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04
05/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
05/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
05/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
05/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
05/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		622.88	622.88
05/15/2025	Coupon	4581X0EK0	1,720,000.00	INTER-AMERICAN DEVELOPMENT BANK 4.5 05/15/2026		38,700.00	38,700.00
05/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
05/15/2025	Coupon	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027		1,359.10	1,359.10
05/15/2025	Principal Paydown	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027	22,658.61		22,658.61
05/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
05/15/2025	Coupon	9128285M8	2,000,000.00	UNITED STATES TREASURY 3.125 11/15/2028		31,250.00	31,250.00
05/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
05/19/2025	Coupon	58933YBH7	1,250,000.00	MERCK & CO INC 4.05 05/17/2028		25,312.50	25,312.50
05/20/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
05/21/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,559.25	1,559.25
05/21/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
05/21/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
05/21/2025	Coupon	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027		617.26	617.26
05/21/2025	Principal Paydown	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027	12,925.14		12,925.14
05/26/2025	Coupon	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028		764.78	764.78
05/26/2025	Principal Paydown	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028	11,005.39		11,005.39
05/26/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
05/26/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
May 2025 Total					**50,294.64**	**143,607.65**	**193,902.29**
JUNE 2025							
06/02/2025	Coupon	91282CKT7	2,200,000.00	UNITED STATES TREASURY 4.5 05/31/2029		49,500.00	49,500.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/02/2025	Coupon	91282CMA6	2,400,000.00	UNITED STATES TREASURY 4.125 11/30/2029		49,500.00	49,500.00
06/05/2025	Coupon	64952WFK4	830,000.00	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029		19,090.00	19,090.00
06/09/2025	Coupon	3130AEB25	2,000,000.00	FEDERAL HOME LOAN BANKS 3.25 06/09/2028		32,500.00	32,500.00
06/09/2025	Coupon	3130AXQK7	2,000,000.00	FEDERAL HOME LOAN BANKS 4.75 12/08/2028		47,500.00	47,500.00
06/16/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
06/16/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04
06/16/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
06/16/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
06/16/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
06/16/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
06/16/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
06/16/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
06/16/2025	Coupon	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027		1,264.50	1,264.50
06/16/2025	Principal Paydown	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027	20,391.67		20,391.67
06/16/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
06/16/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
06/20/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
06/23/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,559.25	1,559.25
06/23/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
06/23/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
06/23/2025	Coupon	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027		562.98	562.98
06/23/2025	Principal Paydown	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027	12,640.49		12,640.49
06/25/2025	Coupon	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028		714.61	714.61
06/25/2025	Principal Paydown	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028	10,796.27		10,796.27
06/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
06/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
06/25/2025	Coupon	437076DC3	1,250,000.00	HOME DEPOT INC 4.75 06/25/2029		29,687.50	29,687.50
June 2025 Total					**43,828.43**	**266,808.97**	**310,637.40**
JULY 2025							
07/08/2025	Coupon	14913UAX8	960,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030		23,040.00	23,040.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/09/2025	Coupon	59217GFT1	820,000.00	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030		20,090.00	20,090.00
07/10/2025	Coupon	57629TBV8	1,000,000.00	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030		24,750.00	24,750.00
07/14/2025	Coupon	459058KT9	2,000,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		35,000.00	35,000.00
07/14/2025	Coupon	78016FZW7	1,000,000.00	ROYAL BANK OF CANADA 4.9 01/12/2028		24,500.00	24,500.00
07/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
07/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04
07/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
07/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
07/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
07/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
07/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
07/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
07/15/2025	Coupon	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027		1,179.37	1,179.37
07/15/2025	Principal Paydown	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027	20,951.82		20,951.82
07/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
07/15/2025	Coupon	91324PEU2	1,000,000.00	UNITEDHEALTH GROUP INC 4.25 01/15/2029		21,250.00	21,250.00
07/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
07/17/2025	Coupon	3133EPQC2	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 07/17/2026		46,250.00	46,250.00
07/17/2025	Coupon	61747YET8	775,000.00	MORGAN STANLEY 4.679 07/17/2026		18,131.13	18,131.13
07/17/2025	Effective Maturity	61747YET8	775,000.00	MORGAN STANLEY 4.679 07/17/2026	775,000.00		775,000.00
07/21/2025	Coupon	06051GGF0	1,250,000.00	BANK OF AMERICA CORP 3.824 01/20/2028		23,900.00	23,900.00
07/21/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
07/21/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,559.25	1,559.25
07/21/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
07/21/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
07/21/2025	Coupon	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027		509.89	509.89
07/21/2025	Principal Paydown	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027	12,340.95		12,340.95
07/25/2025	Coupon	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028		665.40	665.40

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/25/2025	Principal Paydown	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028	10,578.39		10,578.39
07/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
07/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
07/29/2025	Coupon	3130ANDF4	5,000,000.00	FEDERAL HOME LOAN BANKS 0.9 07/29/2026		22,500.00	22,500.00
07/31/2025	Coupon	69371RS80	1,200,000.00	PACCAR FINANCIAL CORP 4.6 01/31/2029		27,600.00	27,600.00
07/31/2025	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
07/31/2025	Coupon	91282CMG3	2,500,000.00	UNITED STATES TREASURY 4.25 01/31/2030		53,125.00	53,125.00
July 2025 Total					**818,871.17**	**418,980.16**	**1,237,851.33**
AUGUST 2025							
08/08/2025	Coupon	037833EB2	3,000,000.00	APPLE INC 0.7 02/08/2026		10,500.00	10,500.00
08/13/2025	Coupon	713448FQ6	195,000.00	PEPSICO INC 4.55 02/13/2026		4,436.25	4,436.25
08/14/2025	Coupon	532457CQ9	705,000.00	ELI LILLY AND CO 4.2 08/14/2029		14,805.00	14,805.00
08/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
08/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04
08/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
08/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
08/15/2025	Coupon	171239AL0	1,250,000.00	CHUBB INA HOLDINGS LLC 4.65 08/15/2029		29,062.50	29,062.50
08/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
08/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
08/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
08/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
08/15/2025	Coupon	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027		1,091.89	1,091.89
08/15/2025	Principal Paydown	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027	19,256.61		19,256.61
08/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
08/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
08/18/2025	Coupon	713448FL7	1,500,000.00	PEPSICO INC 3.6 02/18/2028		27,000.00	27,000.00
08/20/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
08/21/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,559.25	1,559.25
08/21/2025	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	13,014.84		13,014.84
08/21/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
08/21/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
08/21/2025	Coupon	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027		458.06	458.06

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/21/2025	Principal Paydown	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027	11,964.25		11,964.25
08/21/2025	Coupon	907818GE2	470,000.00	UNION PACIFIC CORP 4.75 02/21/2026		11,162.50	11,162.50
08/25/2025	Coupon	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028		617.18	617.18
08/25/2025	Principal Paydown	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028	10,261.86		10,261.86
08/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
08/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
08/26/2025	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
08/28/2025	Coupon	857477CU5	1,285,000.00	STATE STREET CORP 4.536 02/28/2028		29,143.80	29,143.80
August 2025 Total					**54,497.55**	**195,079.06**	**249,576.61**
SEPTEMBER 2025							
09/02/2025	Coupon	3133EPCF0	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/02/2026		45,000.00	45,000.00
09/02/2025	Coupon	91282CFJ5	2,000,000.00	UNITED STATES TREASURY 3.125 08/31/2029		31,250.00	31,250.00
09/02/2025	Coupon	91282CGQ8	2,200,000.00	UNITED STATES TREASURY 4.0 02/28/2030		44,000.00	44,000.00
09/02/2025	Coupon	91282CKD2	2,200,000.00	UNITED STATES TREASURY 4.25 02/28/2029		46,750.00	46,750.00
09/08/2025	Coupon	24422EXD6	505,000.00	JOHN DEERE CAPITAL CORP 5.15 09/08/2026		13,003.75	13,003.75
09/10/2025	Coupon	3130ATS57	2,000,000.00	FEDERAL HOME LOAN BANKS 4.5 03/10/2028		45,000.00	45,000.00
09/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
09/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04
09/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
09/15/2025	Coupon	06368LAQ9	1,000,000.00	BANK OF MONTREAL 4.7 09/14/2027		23,500.00	23,500.00
09/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
09/15/2025	Coupon	3133EPDJ1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027		43,750.00	43,750.00
09/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
09/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
09/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
09/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
09/15/2025	Coupon	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027		1,011.50	1,011.50
09/15/2025	Principal Paydown	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027	19,624.89		19,624.89
09/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
09/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/22/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
09/22/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,497.75	1,497.75
09/22/2025	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	19,184.50		19,184.50
09/22/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
09/22/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
09/22/2025	Coupon	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027		407.81	407.81
09/22/2025	Principal Paydown	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027	11,677.85		11,677.85
09/22/2025	Coupon	459058LR2	635,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030		13,096.88	13,096.88
09/25/2025	Coupon	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028		570.40	570.40
09/25/2025	Principal Paydown	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028	10,050.88		10,050.88
09/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
09/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
09/26/2025	Coupon	40139LBJ1	1,300,000.00	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029		27,163.50	27,163.50
09/30/2025	Coupon	91282CCZ2	3,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		13,125.00	13,125.00
09/30/2025	Coupon	91282CFL0	2,200,000.00	UNITED STATES TREASURY 3.875 09/30/2029		42,625.00	42,625.00
09/30/2025	Coupon	91282CGS4	2,500,000.00	UNITED STATES TREASURY 3.625 03/31/2030		45,312.50	45,312.50
09/30/2025	Coupon	91282CGT2	1,825,000.00	UNITED STATES TREASURY 3.625 03/31/2028		33,078.13	33,078.13
09/30/2025	Coupon	91282CKG5	2,200,000.00	UNITED STATES TREASURY 4.125 03/31/2029		45,375.00	45,375.00
September 2025 Total					**60,538.11**	**550,447.34**	**610,985.45**
OCTOBER 2025							
10/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
10/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04
10/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
10/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
10/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
10/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
10/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
10/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
10/15/2025	Coupon	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027		929.56	929.56

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2025	Principal Paydown	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027	23,332.67		23,332.67
10/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
10/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
10/16/2025	Coupon	89236THP3	5,000,000.00	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025		20,000.00	20,000.00
10/16/2025	Final Maturity	89236THP3	5,000,000.00	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025	5,000,000.00		5,000,000.00
10/20/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
10/21/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,407.11	1,407.11
10/21/2025	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	18,417.17		18,417.17
10/21/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
10/21/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
10/21/2025	Coupon	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027		358.76	358.76
10/21/2025	Principal Paydown	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027	11,244.65		11,244.65
10/27/2025	Coupon	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028		524.59	524.59
10/27/2025	Principal Paydown	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028	9,671.57		9,671.57
10/27/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
10/27/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
10/28/2025	Coupon	3134GW3Z7	8,050,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025		24,150.00	24,150.00
10/28/2025	Final Maturity	3134GW3Z7	8,050,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025	8,050,000.00		8,050,000.00
10/30/2025	Coupon	3133ERDH1	2,100,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029		49,875.00	49,875.00
10/30/2025	Coupon	63743HFF4	495,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025		13,488.75	13,488.75
10/30/2025	Final Maturity	63743HFF4	495,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	495,000.00		495,000.00
10/31/2025	Coupon	91282CFT3	2,500,000.00	UNITED STATES TREASURY 4.0 10/31/2029		50,000.00	50,000.00
10/31/2025	Coupon	91282CKP5	2,000,000.00	UNITED STATES TREASURY 4.625 04/30/2029		46,250.00	46,250.00
October 2025 Total					**13,607,666.05**	**241,913.90**	**13,849,579.95**
NOVEMBER 2025							
11/10/2025	Coupon	713448FW3	380,000.00	PEPSICO INC 5.125 11/10/2026		9,737.50	9,737.50
11/17/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
11/17/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/17/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
11/17/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
11/17/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
11/17/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
11/17/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
11/17/2025	Coupon	4581X0EK0	1,720,000.00	INTER-AMERICAN DEVELOPMENT BANK 4.5 05/15/2026		38,700.00	38,700.00
11/17/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
11/17/2025	Coupon	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027		832.15	832.15
11/17/2025	Principal Paydown	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027	27,281.69		27,281.69
11/17/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
11/17/2025	Coupon	58933YBH7	1,250,000.00	MERCK & CO INC 4.05 05/17/2028		25,312.50	25,312.50
11/17/2025	Coupon	9128285M8	2,000,000.00	UNITED STATES TREASURY 3.125 11/15/2028		31,250.00	31,250.00
11/17/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
11/20/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
11/21/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,320.09	1,320.09
11/21/2025	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	17,970.16		17,970.16
11/21/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
11/21/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
11/21/2025	Coupon	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027		311.53	311.53
11/21/2025	Principal Paydown	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027	9,882.75		9,882.75
11/25/2025	Coupon	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028		480.50	480.50
11/25/2025	Principal Paydown	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028	8,914.13		8,914.13
11/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
11/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
November 2025 Total					**64,048.74**	**142,874.40**	**206,923.13**
DECEMBER 2025							
12/01/2025	Coupon	91282CKT7	2,200,000.00	UNITED STATES TREASURY 4.5 05/31/2029		49,500.00	49,500.00
12/01/2025	Coupon	91282CMA6	2,400,000.00	UNITED STATES TREASURY 4.125 11/30/2029		49,500.00	49,500.00
12/05/2025	Coupon	64952WFK4	830,000.00	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029		19,090.00	19,090.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/08/2025	Coupon	3130AXQK7	2,000,000.00	FEDERAL HOME LOAN BANKS 4.75 12/08/2028		47,500.00	47,500.00
12/09/2025	Coupon	3130AEB25	2,000,000.00	FEDERAL HOME LOAN BANKS 3.25 06/09/2028		32,500.00	32,500.00
12/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
12/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04
12/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
12/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
12/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
12/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
12/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
12/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
12/15/2025	Coupon	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027		718.25	718.25
12/15/2025	Principal Paydown	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027	18,241.92		18,241.92
12/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
12/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
12/22/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
12/22/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,235.18	1,235.18
12/22/2025	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	17,065.53		17,065.53
12/22/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
12/22/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
12/22/2025	Coupon	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027		270.02	270.02
12/22/2025	Principal Paydown	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027	9,435.88		9,435.88
12/25/2025	Coupon	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028		439.87	439.87
12/25/2025	Principal Paydown	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028	8,294.39		8,294.39
12/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
12/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
12/26/2025	Coupon	437076DC3	1,250,000.00	HOME DEPOT INC 4.75 06/25/2029		29,687.50	29,687.50
December 2025 Total					**53,037.73**	**265,370.95**	**318,408.67**
JANUARY 2026							
01/08/2026	Coupon	14913UAX8	960,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030		23,040.00	23,040.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/09/2026	Coupon	59217GFT1	820,000.00	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030		20,090.00	20,090.00
01/12/2026	Coupon	459058KT9	2,000,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		35,000.00	35,000.00
01/12/2026	Coupon	57629TBV8	1,000,000.00	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030		24,750.00	24,750.00
01/12/2026	Coupon	78016FZW7	1,000,000.00	ROYAL BANK OF CANADA 4.9 01/12/2028		24,500.00	24,500.00
01/15/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
01/15/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04
01/15/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
01/15/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
01/15/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
01/15/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
01/15/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
01/15/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
01/15/2026	Coupon	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027		642.09	642.09
01/15/2026	Principal Paydown	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027	20,711.91		20,711.91
01/15/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
01/15/2026	Coupon	91324PEU2	1,000,000.00	UNITEDHEALTH GROUP INC 4.25 01/15/2029		21,250.00	21,250.00
01/15/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
01/20/2026	Coupon	06051GGF0	1,250,000.00	BANK OF AMERICA CORP 3.824 01/20/2028		23,900.00	23,900.00
01/20/2026	Coupon	3133EPQC2	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 07/17/2026		46,250.00	46,250.00
01/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
01/21/2026	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,154.54	1,154.54
01/21/2026	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	16,716.75		16,716.75
01/21/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
01/21/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
01/21/2026	Coupon	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027		230.39	230.39
01/21/2026	Principal Paydown	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027	9,229.26		9,229.26
01/21/2026	Coupon	907818GE2	470,000.00	UNION PACIFIC CORP 4.75 02/21/2026		9,302.08	9,302.08
01/21/2026	Effective Maturity	907818GE2	470,000.00	UNION PACIFIC CORP 4.75 02/21/2026	470,000.00		470,000.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/26/2026	Coupon	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028		402.06	402.06
01/26/2026	Principal Paydown	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028	7,799.42		7,799.42
01/26/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
01/26/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	2,822.32		2,822.32
01/26/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
01/29/2026	Coupon	3130ANDF4	5,000,000.00	FEDERAL HOME LOAN BANKS 0.9 07/29/2026		22,500.00	22,500.00
January 2026 Total					**527,279.66**	**287,941.29**	**815,220.96**
FEBRUARY 2026							
02/02/2026	Coupon	69371RS80	1,200,000.00	PACCAR FINANCIAL CORP 4.6 01/31/2029		27,600.00	27,600.00
02/02/2026	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
02/02/2026	Coupon	91282CMG3	2,500,000.00	UNITED STATES TREASURY 4.25 01/31/2030		53,125.00	53,125.00
02/09/2026	Coupon	037833EB2	3,000,000.00	APPLE INC 0.7 02/08/2026		10,500.00	10,500.00
02/09/2026	Final Maturity	037833EB2	3,000,000.00	APPLE INC 0.7 02/08/2026	3,000,000.00		3,000,000.00
02/13/2026	Coupon	713448FQ6	195,000.00	PEPSICO INC 4.55 02/13/2026		4,436.25	4,436.25
02/13/2026	Final Maturity	713448FQ6	195,000.00	PEPSICO INC 4.55 02/13/2026	195,000.00		195,000.00
02/16/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
02/16/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
02/16/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
02/16/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
02/16/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
02/16/2026	Coupon	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027		555.62	555.62
02/16/2026	Principal Paydown	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027	13,704.07		13,704.07
02/16/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
02/17/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
02/17/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04
02/17/2026	Coupon	171239AL0	1,250,000.00	CHUBB INA HOLDINGS LLC 4.65 08/15/2029		29,062.50	29,062.50
02/17/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
02/17/2026	Coupon	532457CQ9	705,000.00	ELI LILLY AND CO 4.2 08/14/2029		14,805.00	14,805.00
02/17/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
02/18/2026	Coupon	713448FL7	1,500,000.00	PEPSICO INC 3.6 02/18/2028		27,000.00	27,000.00
02/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
02/23/2026	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,075.56	1,075.56

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/23/2026	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	16,449.95		16,449.95
02/23/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
02/23/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
02/23/2026	Coupon	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027		191.63	191.63
02/23/2026	Principal Paydown	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027	9,056.71		9,056.71
02/25/2026	Coupon	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028		366.51	366.51
02/25/2026	Principal Paydown	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028	7,695.75		7,695.75
02/25/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,930.32	1,930.32
02/25/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	24,982.14		24,982.14
02/25/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
02/26/2026	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
February 2026 Total					**3,266,888.62**	**273,948.50**	**3,540,837.12**
MARCH 2026							
03/02/2026	Coupon	3133EPCF0	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/02/2026		45,000.00	45,000.00
03/02/2026	Final Maturity	3133EPCF0	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/02/2026	2,000,000.00		2,000,000.00
03/02/2026	Coupon	857477CU5	1,285,000.00	STATE STREET CORP 4.536 02/28/2028		29,143.80	29,143.80
03/02/2026	Coupon	91282CFJ5	2,000,000.00	UNITED STATES TREASURY 3.125 08/31/2029		31,250.00	31,250.00
03/02/2026	Coupon	91282CGQ8	2,200,000.00	UNITED STATES TREASURY 4.0 02/28/2030		44,000.00	44,000.00
03/02/2026	Coupon	91282CKD2	2,200,000.00	UNITED STATES TREASURY 4.25 02/28/2029		46,750.00	46,750.00
03/09/2026	Coupon	24422EXD6	505,000.00	JOHN DEERE CAPITAL CORP 5.15 09/08/2026		13,003.75	13,003.75
03/10/2026	Coupon	3130ATS57	2,000,000.00	FEDERAL HOME LOAN BANKS 4.5 03/10/2028		45,000.00	45,000.00
03/16/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
03/16/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04
03/16/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
03/16/2026	Coupon	06368LAQ9	1,000,000.00	BANK OF MONTREAL 4.7 09/14/2027		23,500.00	23,500.00
03/16/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
03/16/2026	Coupon	3133EPDJ1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027		43,750.00	43,750.00
03/16/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/16/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
03/16/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
03/16/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
03/16/2026	Coupon	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027		498.40	498.40
03/16/2026	Principal Paydown	47800CAC0	322,836.46	JDOT 2023 A3 5.01 11/15/2027	12,230.00		12,230.00
03/16/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
03/16/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
03/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
03/20/2026	Coupon	459058LR2	635,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030		13,096.88	13,096.88
03/23/2026	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		997.83	997.83
03/23/2026	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	15,954.49		15,954.49
03/23/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
03/23/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
03/23/2026	Coupon	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027		153.59	153.59
03/23/2026	Principal Paydown	43815JAC7	143,201.34	HAROT 2023-1 A3 5.04 04/21/2027	8,792.64		8,792.64
03/25/2026	Coupon	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028		331.43	331.43
03/25/2026	Principal Paydown	05592XAD2	166,903.11	BMWOT 2023-A A3 5.47 02/25/2028	7,481.78		7,481.78
03/25/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,822.48	1,822.48
03/25/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	24,210.52		24,210.52
03/25/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
03/26/2026	Coupon	40139LBJ1	1,300,000.00	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029		27,163.50	27,163.50
March 2026 Total					**2,068,669.43**	**398,449.28**	**2,467,118.71**
Grand Total			**295,209,700.07**		**20,615,620.13**	**3,185,421.49**	**23,801,041.61**

IMPORTANT DISCLOSURES

City of Orange | Account #10888 | As of April 30, 2025

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

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

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

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

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

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

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

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

Benchmark	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Orange | Account #10888 | As of May 31, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Orange | Account #10888 | As of May 31, 2025

Portfolio Characteristics

Average Modified Duration	2.47
Average Coupon	3.40%
Average Purchase YTM	3.57%
Average Market YTM	4.20%
Average Credit Quality*	AA+
Average Final Maturity	2.94
Average Life	2.53

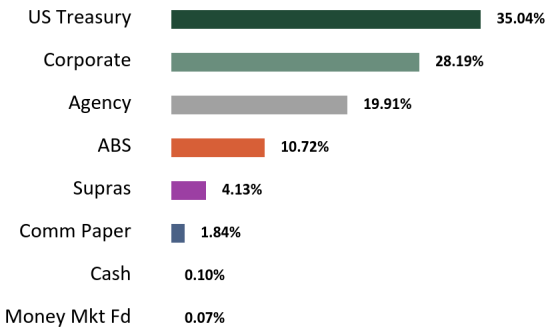
Account Summary

	End Values as of 04/30/2025	End Values as of 05/31/2025
Market Value	105,311,814.49	105,097,398.52
Accrued Interest	702,204.70	702,843.24
Total Market Value	**106,014,019.18**	**105,800,241.76**
Income Earned	289,105.52	214,584.23
Cont/WD	0.00	0.00
Par	105,050,674.23	105,472,230.97
Book Value	104,909,288.51	105,214,337.99
Cost Value	104,886,985.24	105,141,814.62

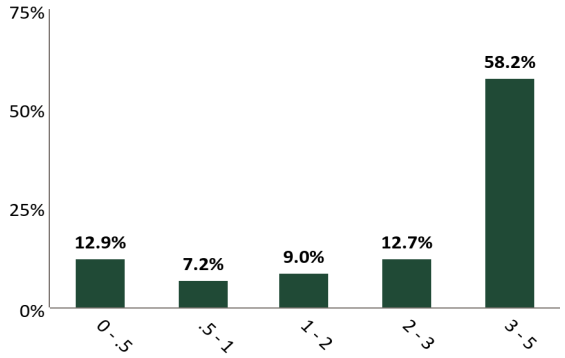
Top Issuers

Government of The United States	35.04%
Federal Home Loan Banks	8.41%
Federal Home Loan Mortgage Corp	7.54%
Toyota Motor Corporation	4.69%
Farm Credit System	3.97%
Apple Inc.	2.78%
International Bank for Recon and Dev	2.49%
PepsiCo, Inc.	1.96%

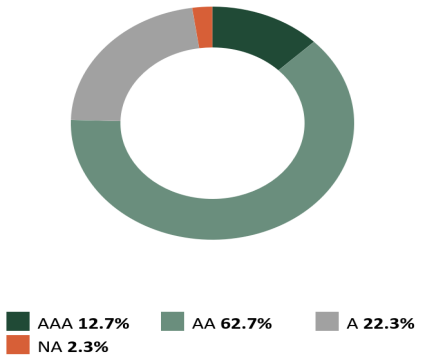
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/22)
City of Orange	(0.19%)	1.15%	2.59%	5.86%	5.03%	3.14%	--	--	1.57%
Benchmark Return	(0.36%)	1.14%	2.63%	6.02%	4.34%	2.78%	--	--	1.41%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index Secondary Benchmark:

RECONCILIATION SUMMARY

City of Orange | Account #10888 | As of May 31, 2025

Maturities / Calls

Month to Date	**0.00**
Fiscal Year to Date	**(14,975,000.00)**

Principal Paydowns

Month to Date	**(52,371.18)**
Fiscal Year to Date	**(302,510.37)**

Purchases

Month to Date	**7,851,359.27**
Fiscal Year to Date	**69,182,963.85**

Sales

Month to Date	**(7,597,198.51)**
Fiscal Year to Date	**(51,177,529.09)**

Interest Received

Month to Date	**147,282.09**
Fiscal Year to Date	**2,711,304.49**

Purchased / Sold Interest

Month to Date	**61,652.92**
Fiscal Year to Date	**94,162.37**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Book Value	104,909,288.51	102,308,638.77
Maturities/Calls	0.00	(14,975,000.00)
Principal Paydowns	(52,371.18)	(302,510.37)
Purchases	7,851,359.27	69,182,963.85
Sales	(7,597,198.51)	(51,177,529.09)
Change in Cash, Payables, Receivables	96,508.28	95,570.09
Amortization/Accretion	5,010.68	61,620.78
Realized Gain (Loss)	1,740.94	20,583.96
Ending Book Value	105,214,337.99	105,214,337.99

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Market Value	105,311,814.49	99,910,914.20
Maturities/Calls	0.00	(14,975,000.00)
Principal Paydowns	(52,371.18)	(302,510.37)
Purchases	7,851,359.27	69,182,963.85
Sales	(7,597,198.51)	(51,177,529.09)
Change in Cash, Payables, Receivables	96,508.28	95,570.09
Amortization/Accretion	5,010.68	61,620.78
Change in Net Unrealized Gain (Loss)	(519,465.45)	2,280,785.10
Realized Gain (Loss)	1,740.94	20,583.96
Ending Market Value	105,097,398.52	105,097,398.52

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
43815JAC7	HAROT 2023-1 A3 5.04 04/21/2027	129,828.07	02/16/2023 5.09%	129,803.95 129,817.11	100.19 4.68%	130,077.31 181.76	0.12% 260.20	Aaa/NA AAA	1.89 0.46
47800CAC0	JDOT 2023 A3 5.01 11/15/2027	296,084.58	02/22/2023 3.39%	296,030.63 296,056.43	100.23 4.64%	296,770.51 659.28	0.28% 714.09	Aaa/NA AAA	2.46 0.55
36271VAD9	GMALT 2025-1 A3 4.66 02/21/2028	430,000.00	02/05/2025 4.66%	429,949.26 429,954.27	100.39 4.45%	431,680.91 612.27	0.41% 1,726.64	NA/AAA AAA	2.73 1.50
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	154,657.08	07/11/2023 5.47%	154,629.67 154,640.81	100.67 4.40%	155,686.08 141.00	0.15% 1,045.26	NA/AAA AAA	2.74 0.59
44935DAD1	HALST 2025-B A3 4.53 04/17/2028	330,000.00	04/24/2025 4.53%	329,970.20 329,971.08	100.35 4.39%	331,158.83 664.40	0.32% 1,187.75	NA/AAA AAA	2.88 1.86
02582JJZ4	AMXCA 2023-1 A 4.87 05/15/2026	350,000.00	06/07/2023 4.92%	349,968.96 349,986.92	100.43 4.45%	351,510.78 757.56	0.33% 1,523.86	NA/AAA AAA	0.96 0.91
362962AD4	GMALT 2025-2 A3 4.58 05/20/2028	985,000.00	-- 4.80%	985,558.36 985,556.12	100.00 4.62%	985,000.00 250.63	0.94% (556.12)	NA/AAA AAA	2.97 1.68
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	330,000.00	11/01/2023 5.74%	329,941.89 329,961.56	101.15 4.48%	333,795.99 519.75	0.32% 3,834.43	Aaa/NA AAA	3.06 0.90
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2028	1,055,000.00	09/12/2023 5.29%	1,054,952.84 1,054,968.90	101.06 4.42%	1,066,183.32 2,452.29	1.01% 11,214.41	NA/AAA AAA	3.29 1.22
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	1,060,000.00	09/07/2023 5.23%	1,059,706.17 1,059,806.69	100.98 4.41%	1,070,422.98 2,430.93	1.02% 10,616.29	NA/AAA AAA	3.29 1.22
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	450,000.00	06/04/2024 5.18%	449,931.65 449,945.75	100.85 4.52%	453,826.35 388.50	0.43% 3,880.60	Aaa/AAA NA	3.74 1.19
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	510,000.00	06/11/2024 5.81%	509,900.30 509,920.34	101.41 4.10%	517,210.84 1,178.67	0.49% 7,290.49	Aaa/NA AAA	3.79 1.22
44934QAD3	HART 2024-B A3 4.84 03/15/2029	285,000.00	07/16/2024 5.45%	284,956.99 284,964.91	100.81 4.34%	287,294.34 613.07	0.27% 2,329.43	NA/AAA AAA	3.79 1.47
43813YAC6	HAROT 2024-3 A3 4.57 03/21/2029	630,000.00	08/09/2024 4.66%	629,901.03 629,917.83	100.37 4.35%	632,301.71 799.75	0.60% 2,383.87	Aaa/NA AAA	3.80 1.36
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	530,000.00	05/14/2025 4.66%	529,935.39 529,935.89	100.72 4.33%	533,833.70 678.69	0.51% 3,897.81	NA/AAA AAA	3.88 2.21
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	505,000.00	06/06/2024 4.93%	504,971.67 504,977.32	101.27 4.29%	511,399.76 1,106.51	0.49% 6,422.44	Aaa/AAA NA	3.96 1.82
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	500,000.00	03/04/2025 5.09%	499,968.55 499,970.11	99.87 4.33%	499,340.25 940.00	0.48% (629.86)	Aaa/NA AAA	4.30 1.96

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
43814VAC1	HAROT 2025-1 A3 4.57 09/21/2029	795,000.00	02/04/2025 4.57%	794,975.51 794,977.11	100.71 4.24%	800,618.82 1,009.21	0.76% 5,641.71	NA/AAA AAA	4.31 1.89
096924AD7	BMWOT 2025-A A3 4.56 09/25/2029	680,000.00	02/04/2025 4.56%	679,933.02 679,937.35	100.55 4.27%	683,738.30 516.80	0.65% 3,800.95	Aaa/AAA NA	4.32 1.65
44935CAD3	HART 2025-A A3 4.32 10/15/2029	635,000.00	03/04/2025 4.84%	634,906.34 634,910.86	99.99 4.36%	634,951.61 1,219.20	0.60% 40.75	NA/AAA AAA	4.38 2.05
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	560,000.00	10/17/2024 4.29%	559,916.78 559,926.86	100.06 4.30%	560,347.59 1,067.73	0.53% 420.74	Aaa/AAA NA	4.38 2.21
Total ABS		**11,200,569.72**	**4.91%**	**11,199,809.16** **11,200,104.22**	**100.60** **4.39%**	**11,267,149.98** **18,188.00**	**10.72%** **67,045.76**		**3.54** **1.52**
AGENCY									
3134GW3Z7	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025	8,050,000.00	10/28/2020 0.60%	8,050,000.00 8,050,000.00	98.45 4.48%	7,925,499.42 4,427.50	7.54% (124,500.58)	Aa1/AA+ AA+	0.41 0.40
3130ANDF4	FEDERAL HOME LOAN BANKS 0.9 07/29/2026	5,000,000.00	07/29/2021 0.90%	5,010,000.00 5,000,000.00	96.31 4.19%	4,815,561.90 15,250.00	4.58% (184,438.10)	Aa1/AA+ AA+	1.16 1.13
3133EPDJ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027	2,000,000.00	03/27/2023 3.81%	2,045,720.00 2,023,420.29	100.90 3.96%	2,018,069.22 18,472.22	1.92% (5,351.07)	Aa1/AA+ AA+	2.29 2.14
3130AEB25	FEDERAL HOME LOAN BANKS 3.25 06/09/2028	2,000,000.00	07/24/2023 4.15%	1,921,180.00 1,951,141.34	98.40 3.81%	1,968,062.12 31,055.56	1.87% 16,920.78	Aa1/AA+ AA+	3.02 2.80
3130AXQK7	FEDERAL HOME LOAN BANKS 4.75 12/08/2028	2,000,000.00	01/29/2024 4.05%	2,060,660.00 2,043,973.37	102.57 3.96%	2,051,404.10 45,652.78	1.95% 7,430.73	Aa1/AA+ AA+	3.52 3.15
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029	2,100,000.00	04/29/2024 4.70%	2,104,263.00 2,103,336.16	102.34 4.10%	2,149,138.22 8,589.58	2.04% 45,802.06	Aa1/AA+ AA+	3.91 3.53
Total Agency		**21,150,000.00**	**2.07%**	**21,191,823.00** **21,171,871.16**	**98.99** **4.21%**	**20,927,734.98** **123,447.64**	**19.91%** **(244,136.18)**		**1.68** **1.55**
CASH									
CCYUSD	Receivable	100,213.78	-- 0.00%	100,213.78 100,213.78	1.00 0.00%	100,213.78 0.00	0.10% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**100,213.78**	**0.00%**	**100,213.78** **100,213.78**	**1.00** **0.00%**	**100,213.78** **0.00**	**0.10%** **0.00**		**0.00** **0.00**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
COMMERCIAL PAPER									
62479MBH5	MUFG Bank, Ltd. - New York Branch 02/17/2026	2,000,000.00	05/23/2025 4.41%	1,936,898.89 1,938,085.00	96.88 4.51%	1,937,562.00 0.00	1.84% (523.00)	P-1/A-1 NA	0.72 0.37
Total Commercial Paper		**2,000,000.00**	**4.41%**	**1,936,898.89** **1,938,085.00**	**96.88** **4.51%**	**1,937,562.00** **0.00**	**1.84%** **(523.00)**		**0.72** **0.37**
CORPORATE									
89236THP3	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025	5,000,000.00	11/19/2020 0.70%	5,025,000.00 5,001,911.27	98.65 4.49%	4,932,328.85 5,000.00	4.69% (69,582.42)	A1/A+ A+	0.38 0.37
63743HFF4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	495,000.00	10/20/2022 5.50%	494,336.70 494,908.53	100.35 4.56%	496,728.26 2,323.06	0.47% 1,819.73	A2/A- A	0.42 0.40
037833EB2	APPLE INC 0.7 02/08/2026	3,000,000.00	02/08/2021 0.70%	2,999,730.00 2,999,962.74	97.57 4.35%	2,926,950.63 6,591.67	2.78% (73,012.11)	Aaa/AA+ NA	0.69 0.67
713448FQ6	PEPSICO INC 4.55 02/13/2026	195,000.00	02/13/2023 4.57%	194,886.90 194,973.43	100.09 4.41%	195,177.74 2,661.75	0.19% 204.31	A1/A+ NA	0.71 0.59
907818GE2	UNION PACIFIC CORP 4.75 02/21/2026	470,000.00	02/13/2023 4.77%	469,689.80 469,925.00	100.24 4.40%	471,117.47 6,201.39	0.45% 1,192.47	A3/A- A-	0.73 0.61
61747YET8	MORGAN STANLEY 4.679 07/17/2026	775,000.00	12/28/2022 5.76%	764,390.25 774,474.90	99.99 5.89%	774,895.76 13,497.62	0.74% 420.86	A1/A- A+	1.13 0.12
24422EXD6	JOHN DEERE CAPITAL CORP 5.15 09/08/2026	505,000.00	09/05/2023 5.18%	504,641.45 504,848.21	101.10 4.25%	510,535.77 5,996.17	0.49% 5,687.56	A1/A A+	1.27 1.20
713448FW3	PEPSICO INC 5.125 11/10/2026	380,000.00	11/08/2023 5.13%	379,897.40 379,950.67	101.28 4.19%	384,879.09 1,136.04	0.37% 4,928.43	A1/A+ NA	1.45 1.30
06368LAQ9	BANK OF MONTREAL 4.7 09/14/2027	1,000,000.00	03/30/2023 4.91%	991,550.00 995,666.00	100.56 4.44%	1,005,558.39 10,052.78	0.96% 9,892.39	A2/A- AA-	2.29 2.05
78016FZW7	ROYAL BANK OF CANADA 4.9 01/12/2028	1,000,000.00	03/30/2023 4.95%	997,990.00 998,901.86	101.42 4.32%	1,014,190.27 18,919.44	0.97% 15,288.41	A1/A AA-	2.62 2.39
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	1,250,000.00	06/27/2024 5.30%	1,206,175.00 1,222,000.69	98.66 5.24%	1,233,236.08 17,393.89	1.17% 11,235.38	A1/A- AA-	2.64 1.54
713448FL7	PEPSICO INC 3.6 02/18/2028	1,500,000.00	03/27/2024 4.49%	1,452,735.00 1,467,027.51	98.80 4.07%	1,481,995.46 15,450.00	1.41% 14,967.94	A1/A+ NA	2.72 2.53
857477CU5	STATE STREET CORP 4.536 02/28/2028	1,285,000.00	02/25/2025 4.51%	1,285,000.00 1,285,000.00	100.78 4.23%	1,295,001.76 15,057.63	1.23% 10,001.76	Aa3/A AA-	2.75 2.45

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
58933YBH7	MERCK & CO INC 4.05 05/17/2028	1,250,000.00	09/26/2024 3.76%	1,261,775.00 1,259,534.30	99.98 4.06%	1,249,719.66 1,968.75	1.19% (9,814.64)	Aa3/A+ NA	2.96 2.76
91324PEU2	UNITEDHEALTH GROUP INC 4.25 01/15/2029	1,000,000.00	05/28/2024 5.05%	967,180.00 974,318.16	98.82 4.61%	988,216.80 16,055.56	0.94% 13,898.64	A2/A+ A	3.63 3.26
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	1,200,000.00	03/27/2024 4.70%	1,194,684.00 1,195,975.46	100.89 4.33%	1,210,657.78 18,553.33	1.15% 14,682.32	A1/A+ NA	3.67 3.29
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	1,250,000.00	02/27/2024 4.84%	1,250,650.00 1,250,483.97	101.99 4.27%	1,274,841.74 15,998.26	1.21% 24,357.77	A1/AA- NA	3.74 3.28
437076DC3	HOME DEPOT INC 4.75 06/25/2029	1,250,000.00	06/27/2024 4.82%	1,245,987.50 1,246,731.45	101.51 4.34%	1,268,920.64 25,729.17	1.21% 22,189.19	A2/A A	4.07 3.53
532457CQ9	ELI LILLY AND CO 4.2 08/14/2029	705,000.00	08/12/2024 4.25%	703,456.05 703,702.10	99.84 4.24%	703,885.21 8,800.75	0.67% 183.11	Aa3/A+ NA	4.21 3.77
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	1,250,000.00	09/26/2024 4.08%	1,280,725.00 1,276,393.34	100.98 4.39%	1,262,277.83 17,114.58	1.20% (14,115.51)	A2/A A	4.21 3.67
40139LBJ1	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029	1,300,000.00	11/26/2024 4.67%	1,272,336.00 1,275,252.95	99.02 4.43%	1,287,261.63 9,809.04	1.22% 12,008.67	Aa1/AA+ NA	4.32 3.88
64952WFK4	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029	830,000.00	12/02/2024 4.61%	829,526.90 829,573.02	100.49 4.48%	834,041.30 18,665.78	0.79% 4,468.29	Aa1/AA+ AAA	4.51 3.94
14913UAX8	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030	960,000.00	01/06/2025 4.84%	958,147.20 958,293.31	101.88 4.34%	978,005.33 18,304.00	0.93% 19,712.01	A2/A A+	4.61 4.02
59217GFT1	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030	820,000.00	01/02/2025 4.95%	818,310.80 818,443.09	101.50 4.53%	832,307.78 15,848.78	0.79% 13,864.70	Aa3/AA- AA-	4.61 4.01
57629TBV8	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030	1,000,000.00	01/03/2025 4.96%	999,520.00 999,557.33	101.24 4.65%	1,012,412.70 19,387.50	0.96% 12,855.37	Aa3/AA+ AA+	4.61 4.01
Total Corporate		**29,670,000.00**	**3.68%**	**29,548,320.95** **29,577,809.27**	**99.87** **4.45%**	**29,625,143.92** **306,516.94**	**28.19%** **47,334.64**		**2.52** **2.20**
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	71,447.47	-- 3.94%	71,447.47 71,447.47	1.00 3.94%	71,447.47 0.00	0.07% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**71,447.47**	**3.94%**	**71,447.47** **71,447.47**	**1.00** **3.94%**	**71,447.47** **0.00**	**0.07%** **0.00**		**0.00** **0.00**
SUPRANATIONAL									

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
4581X0EK0	INTER-AMERICAN DEVELOPMENT BANK 4.5 05/15/2026	1,720,000.00	06/27/2023 4.53%	1,718,675.60 1,719,558.53	100.28 4.20%	1,724,756.01 3,440.00	1.64% 5,197.47	Aaa/AAA NA	0.96 0.92
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	2,000,000.00	07/24/2023 4.19%	1,938,380.00 1,961,355.80	98.74 3.93%	1,974,779.26 27,027.78	1.88% 13,423.46	Aaa/AAA NA	3.11 2.88
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	635,000.00	03/14/2025 4.20%	632,733.05 632,823.68	100.48 4.01%	638,029.11 5,165.99	0.61% 5,205.43	Aaa/AAA NA	4.80 4.28
Total Supranational		**4,355,000.00**	**4.33%**	**4,289,788.65 4,313,738.01**	**99.61 4.05%**	**4,337,564.38 35,633.77**	**4.13% 23,826.37**		**2.50 2.31**
US TREASURY									
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	3,000,000.00	09/30/2021 1.01%	2,980,546.88 2,994,822.44	95.93 4.05%	2,878,007.82 4,446.72	2.74% (116,814.62)	Aa1/AA+ AA+	1.33 1.29
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	1,825,000.00	-- 3.68%	1,822,165.04 1,822,460.10	99.38 3.86%	1,813,593.75 11,206.80	1.73% (8,866.35)	Aa1/AA+ AA+	2.84 2.65
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	2,000,000.00	12/28/2023 3.86%	1,935,078.13 1,954,012.16	97.54 3.89%	1,950,703.12 2,887.23	1.86% (3,309.04)	Aa1/AA+ AA+	3.46 3.23
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	2,200,000.00	03/27/2024 4.18%	2,206,617.19 2,205,034.66	101.18 3.91%	2,225,867.18 23,629.08	2.12% 20,832.52	Aa1/AA+ AA+	3.75 3.40
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	2,200,000.00	05/28/2024 4.53%	2,161,156.25 2,169,245.95	100.75 3.91%	2,216,500.00 15,372.95	2.11% 47,254.05	Aa1/AA+ AA+	3.83 3.49
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	2,000,000.00	-- 4.13%	2,042,382.82 2,035,254.18	102.54 3.92%	2,050,703.12 8,043.48	1.95% 15,448.94	Aa1/AA+ AA+	3.91 3.54
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	2,200,000.00	06/13/2024 4.25%	2,224,578.13 2,219,803.57	102.12 3.92%	2,246,578.14 270.49	2.14% 26,774.57	Aa1/AA+ AA+	4.00 3.63
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	2,000,000.00	09/26/2024 3.56%	2,038,515.62 2,033,134.76	100.27 3.93%	2,005,312.50 26,740.33	1.91% (27,822.26)	Aa1/AA+ AA+	4.17 3.75
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	2,000,000.00	10/30/2024 4.10%	1,915,156.25 1,925,395.18	96.86 3.94%	1,937,109.38 15,794.84	1.84% 11,714.20	Aa1/AA+ AA+	4.25 3.90
91282CFL0	UNITED STATES TREASURY 3.875 09/30/2029	2,200,000.00	10/30/2024 4.10%	2,177,828.13 2,180,459.11	99.74 3.94%	2,194,242.18 14,441.26	2.09% 13,783.07	Aa1/AA+ AA+	4.33 3.92
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	2,500,000.00	04/29/2025 3.77%	2,523,535.16 2,523,077.33	100.23 3.94%	2,505,761.73 8,695.65	2.38% (17,315.61)	Aa1/AA+ AA+	4.42 3.99

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	2,400,000.00	12/27/2024 4.45%	2,366,062.50 2,368,953.61	100.75 3.94%	2,418,093.74 270.49	2.30% 49,140.13	Aa1/AA+ AA+	4.50 4.07
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	2,500,000.00	04/29/2025 3.78%	2,550,488.28 2,549,558.16	101.23 3.96%	2,530,859.38 35,514.50	2.41% (18,698.78)	Aa1/AA+ AA+	4.67 4.14
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	2,700,000.00	-- 4.02%	2,697,195.31 2,697,285.77	100.21 3.95%	2,705,800.79 27,293.48	2.57% 8,515.02	Aa1/AA+ AA+	4.75 4.24
91282CGS4	UNITED STATES TREASURY 3.625 03/31/2030	2,500,000.00	04/29/2025 3.80%	2,480,664.06 2,481,008.58	98.49 3.97%	2,462,207.03 15,351.78	2.34% (18,801.55)	Aa1/AA+ AA+	4.83 4.36
91282CMZ1	UNITED STATES TREASURY 3.875 04/30/2030	2,700,000.00	05/29/2025 4.03%	2,681,542.97 2,681,563.52	99.60 3.96%	2,689,242.17 9,097.83	2.56% 7,678.65	Aa1/AA+ AA+	4.91 4.42
Total US Treasury		**36,925,000.00**	**3.78%**	**36,803,512.72** **36,841,069.08**	**99.78** **3.94%**	**36,830,582.02** **219,056.90**	**35.04%** **(10,487.06)**		**4.00** **3.63**
Total Portfolio		**105,472,230.97**	**3.57%**	**105,141,814.62** **105,214,337.99**	**99.51** **4.20%**	**105,097,398.52** **702,843.24**	**100.00%** **(116,939.47)**		**2.94** **2.47**
Total Market Value + Accrued						**105,800,241.76**			

TRANSACTION LEDGER

City of Orange | Account #10888 | As of May 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/02/2025	31846V203	3,705.50	FIRST AMER:GVT OBLG Y	1.000	3.96%	(3,705.50)	0.00	(3,705.50)	0.00
Purchase	05/12/2025	31846V203	9,737.50	FIRST AMER:GVT OBLG Y	1.000	3.90%	(9,737.50)	0.00	(9,737.50)	0.00
Purchase	05/15/2025	31846V203	41,608.88	FIRST AMER:GVT OBLG Y	1.000	3.92%	(41,608.88)	0.00	(41,608.88)	0.00
Purchase	05/15/2025	31846V203	79,124.89	FIRST AMER:GVT OBLG Y	1.000	3.92%	(79,124.89)	0.00	(79,124.89)	0.00
Purchase	05/19/2025	31846V203	25,312.50	FIRST AMER:GVT OBLG Y	1.000	3.92%	(25,312.50)	0.00	(25,312.50)	0.00
Purchase	05/20/2025	31846V203	1,669.83	FIRST AMER:GVT OBLG Y	1.000	3.91%	(1,669.83)	0.00	(1,669.83)	0.00
Purchase	05/21/2025	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029	99.988	4.66%	(529,935.39)	0.00	(529,935.39)	0.00
Purchase	05/21/2025	31846V203	20,960.84	FIRST AMER:GVT OBLG Y	1.000	3.90%	(20,960.84)	0.00	(20,960.84)	0.00
Purchase	05/27/2025	62479MBH5	2,000,000.00	MUFG Bank, Ltd. - New York Branch 02/17/2026	96.845	4.41%	(1,936,898.89)	0.00	(1,936,898.89)	0.00
Purchase	05/27/2025	31846V203	13,006.83	FIRST AMER:GVT OBLG Y	1.000	3.89%	(13,006.83)	0.00	(13,006.83)	0.00
Purchase	05/27/2025	31846V203	516,584.39	FIRST AMER:GVT OBLG Y	1.000	3.89%	(516,584.39)	0.00	(516,584.39)	0.00
Purchase	05/28/2025	31846V203	506,025.00	FIRST AMER:GVT OBLG Y	1.000	3.91%	(506,025.00)	0.00	(506,025.00)	0.00
Purchase	05/29/2025	362962AD4	485,000.00	GMALT 2025-2 A3 4.58 05/20/2028	99.998	4.84%	(484,991.95)	0.00	(484,991.95)	0.00
Purchase	05/29/2025	362962AD4	500,000.00	GMALT 2025-2 A3 4.58 05/20/2028	100.113	4.77%	(500,566.41)	0.00	(500,566.41)	0.00
Purchase	05/30/2025	91282CMZ1	2,700,000.00	UNITED STATES TREASURY 3.875 04/30/2030	99.316	4.03%	(2,681,542.97)	(8,529.21)	(2,690,072.18)	0.00
Purchase	05/30/2025	91282CGQ8	500,000.00	UNITED STATES TREASURY 4.0 02/28/2030	99.938	4.01%	(499,687.50)	(4,945.65)	(504,633.15)	0.00
Total Purchase			**7,932,736.16**				**(7,851,359.27)**	**(13,474.86)**	**(7,864,834.13)**	**0.00**
TOTAL ACQUISITIONS			**7,932,736.16**				**(7,851,359.27)**	**(13,474.86)**	**(7,864,834.13)**	**0.00**
DISPOSITIONS										
Sale	05/12/2025	31846V203	(6,435.17)	FIRST AMER:GVT OBLG Y	1.000	3.90%	6,435.17	0.00	6,435.17	0.00
Sale	05/21/2025	31846V203	(529,935.39)	FIRST AMER:GVT OBLG Y	1.000	3.90%	529,935.39	0.00	529,935.39	0.00
Sale	05/23/2025	31846V203	(710.26)	FIRST AMER:GVT OBLG Y	1.000	3.89%	710.26	0.00	710.26	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Sale	05/27/2025	3133EPQC2	(2,000,000.00)	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 07/17/2026	100.524	4.66%	2,010,480.00	(33,402.78)	2,043,882.78	11,148.98
Sale	05/27/2025	3133EPCF0	(400,000.00)	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/02/2026	100.206	4.01%	400,824.00	(4,250.00)	405,074.00	(567.35)
Sale	05/28/2025	3133EPCF0	(500,000.00)	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/02/2026	100.130	4.01%	500,650.00	(5,375.00)	506,025.00	(1,082.95)
Sale	05/29/2025	31846V203	(985,558.36)	FIRST AMER:GVT OBLG Y	1.000	3.93%	985,558.36	0.00	985,558.36	0.00
Sale	05/30/2025	3133EPCF0	(1,100,000.00)	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/02/2026	100.168	4.01%	1,101,848.00	(12,100.00)	1,113,948.00	(1,937.07)
Sale	05/30/2025	31846V203	(32,677.33)	FIRST AMER:GVT OBLG Y	1.000	3.94%	32,677.33	0.00	32,677.33	0.00
Sale	05/30/2025	3130ATS57	(2,000,000.00)	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	101.404	3.82%	2,028,080.00	(20,000.00)	2,048,080.00	(5,820.66)
Total Sale			**(7,555,316.51)**				**7,597,198.51**	**(75,127.78)**	**7,672,326.29**	**1,740.95**
TOTAL DISPOSITIONS			**(7,555,316.51)**				**7,597,198.51**	**(75,127.78)**	**7,672,326.29**	**1,740.95**
OTHER TRANSACTIONS										
Coupon	05/10/2025	713448FW3	0.00	PEPSICO INC 5.125 11/10/2026		5.13%	9,737.50	0.00	9,737.50	0.00
Coupon	05/15/2025	47786WAD2	0.00	JDOT 2024-B A3 5.2 03/15/2029		5.81%	2,210.00	0.00	2,210.00	0.00
Coupon	05/15/2025	44934QAD3	0.00	HART 2024-B A3 4.84 03/15/2029		5.45%	1,149.50	0.00	1,149.50	0.00
Coupon	05/15/2025	02582JKD1	0.00	AMXCA 2023-3 A 5.23 09/15/2028		5.29%	4,598.04	0.00	4,598.04	0.00
Coupon	05/15/2025	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.23%	4,558.00	0.00	4,558.00	0.00

TRANSACTION LEDGER

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	05/15/2025	47800DAD6	0.00	JDOT 2025 A3 4.23 09/17/2029		5.09%	1,762.50	0.00	1,762.50	0.00
Coupon	05/15/2025	05522RDJ4	0.00	BACCT 2024-1 A 4.93 05/15/2029		4.93%	2,074.71	0.00	2,074.71	0.00
Coupon	05/15/2025	02582JJZ4	0.00	AMXCA 2023-1 A 4.87 05/15/2026		4.92%	1,420.42	0.00	1,420.42	0.00
Coupon	05/15/2025	44935CAD3	0.00	HART 2025-A A3 4.32 10/15/2029		4.84%	2,286.00	0.00	2,286.00	0.00
Coupon	05/15/2025	44935DAD1	0.00	HALST 2025-B A3 4.53 04/17/2028		4.53%	622.88	0.00	622.88	0.00
Coupon	05/15/2025	4581X0EK0	0.00	INTER-AMERICAN DEVELOPMENT BANK 4.5 05/15/2026		4.53%	38,700.00	0.00	38,700.00	0.00
Coupon	05/15/2025	92970QAE5	0.00	WFCIT 2024-2 A 4.29 10/15/2029		4.29%	2,002.00	0.00	2,002.00	0.00
Coupon	05/15/2025	9128285M8	0.00	UNITED STATES TREASURY 3.125 11/15/2028		3.86%	31,250.00	0.00	31,250.00	0.00
Coupon	05/15/2025	47800CAC0	0.00	JDOT 2023 A3 5.01 11/15/2027		3.39%	1,347.84	0.00	1,347.84	0.00
Coupon	05/17/2025	58933YBH7	0.00	MERCK & CO INC 4.05 05/17/2028		3.76%	25,312.50	0.00	25,312.50	0.00
Coupon	05/20/2025	36271VAD9	0.00	GMALT 2025-1 A3 4.66 02/21/2028		4.66%	1,669.83	0.00	1,669.83	0.00
Coupon	05/21/2025	438123AC5	0.00	HAROT 2023-4 A3 5.67 06/21/2028		5.74%	1,559.25	0.00	1,559.25	0.00
Coupon	05/21/2025	43815JAC7	0.00	HAROT 2023-1 A3 5.04 04/21/2027		5.09%	601.45	0.00	601.45	0.00
Coupon	05/21/2025	43813YAC6	0.00	HAROT 2024-3 A3 4.57 03/21/2029		4.66%	2,399.25	0.00	2,399.25	0.00
Coupon	05/21/2025	43814VAC1	0.00	HAROT 2025-1 A3 4.57 09/21/2029		4.57%	3,027.62	0.00	3,027.62	0.00
Coupon	05/25/2025	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	760.80	0.00	760.80	0.00

TRANSACTION LEDGER

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	05/25/2025	096919AD7	0.00	BMWOT 2024-A A3 5.18 02/26/2029		5.18%	1,942.50	0.00	1,942.50	0.00
Coupon	05/25/2025	096924AD7	0.00	BMWOT 2025-A A3 4.56 09/25/2029		4.56%	2,584.00	0.00	2,584.00	0.00
Coupon	05/31/2025	91282CMA6	0.00	UNITED STATES TREASURY 4.125 11/30/2029		4.45%	49,500.00	0.00	49,500.00	0.00
Coupon	05/31/2025	91282CKT7	0.00	UNITED STATES TREASURY 4.5 05/31/2029		4.25%	49,500.00	0.00	49,500.00	0.00
Total Coupon			**0.00**				**242,576.59**	**0.00**	**242,576.59**	**0.00**
Custody Fee	05/23/2025	CCYUSD	(710.26)	Cash		0.00%	(710.26)	0.00	(710.26)	0.00
Total Custody Fee			**(710.26)**				**(710.26)**	**0.00**	**(710.26)**	**0.00**
Dividend	05/31/2025	31846V203	0.00	FIRST AMER:GVT OBLG Y		3.94%	1,213.78	0.00	1,213.78	0.00
Total Dividend			**0.00**				**1,213.78**	**0.00**	**1,213.78**	**0.00**
Management Fee	05/12/2025	CCYUSD	(6,435.17)	Cash		0.00%	(6,435.17)	0.00	(6,435.17)	0.00
Total Management Fee			**(6,435.17)**				**(6,435.17)**	**0.00**	**(6,435.17)**	**0.00**
Principal Paydown	05/15/2025	47800CAC0	26,751.88	JDOT 2023 A3 5.01 11/15/2027		3.39%	26,751.88	--	26,751.88	(0.00)
Principal Paydown	05/21/2025	43815JAC7	13,373.27	HAROT 2023-1 A3 5.04 04/21/2027		5.09%	13,373.27	--	13,373.27	0.00
Principal Paydown	05/25/2025	05592XAD2	12,246.03	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	12,246.03	--	12,246.03	(0.00)
Total Principal Paydown			**52,371.18**				**52,371.18**	**--**	**52,371.18**	**(0.01)**
TOTAL OTHER TRANSACTIONS			**45,225.75**				**289,016.12**	**0.00**	**289,016.12**	**(0.01)**

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V203	FIRST AMER:GVT OBLG Y	71,447.47	409,027.82 1,217,736.16 (1,555,316.51) 71,447.47	0.00 3,705.50 0.00 3,705.50	0.00 0.00 0.00 3,705.50	3,705.50
CCYUSD	Receivable	100,213.78	3,705.50 0.00 0.00 100,213.78	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**171,661.25**	**412,733.32** **1,217,736.16** **(1,555,316.51)** **171,661.25**	**0.00** **3,705.50** **0.00** **3,705.50**	**0.00** **0.00** **0.00** **3,705.50**	**3,705.50**
FIXED INCOME						
02582JJZ4	AMXCA 2023-1 A 4.87 05/15/2026	06/07/2023 06/14/2023 350,000.00	349,985.75 0.00 0.00 349,986.92	757.56 1,420.42 757.56 1,420.42	1.17 0.00 1.17 1,421.59	1,421.59
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2028	09/12/2023 09/19/2023 1,055,000.00	1,054,968.10 0.00 0.00 1,054,968.90	2,452.29 4,598.04 2,452.29 4,598.04	0.80 0.00 0.80 4,598.84	4,598.84
037833EB2	APPLE INC 0.7 02/08/2026	02/08/2021 02/08/2021 3,000,000.00	2,999,958.15 0.00 0.00 2,999,962.74	4,841.67 0.00 6,591.67 1,750.00	4.58 0.00 4.58 1,754.58	1,754.58
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	06/06/2024 06/13/2024 505,000.00	504,976.83 0.00 0.00 504,977.32	1,106.51 2,074.71 1,106.51 2,074.71	0.49 0.00 0.49 2,075.20	2,075.20
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/11/2023 07/18/2023 154,657.08	166,885.01 0.00 (12,246.03) 154,640.81	152.16 760.80 141.00 749.64	1.83 0.00 1.83 751.47	751.47

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
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	06/27/2024 06/28/2024 1,250,000.00	1,220,549.23 0.00 0.00 1,222,000.69	13,410.56 0.00 17,393.89 3,983.33	1,451.47 0.00 1,451.47 5,434.80	5,434.80
06368LAQ9	BANK OF MONTREAL 4.7 09/14/2027	03/30/2023 03/31/2023 1,000,000.00	995,505.10 0.00 0.00 995,666.00	6,136.11 0.00 10,052.78 3,916.67	160.90 0.00 160.90 4,077.57	4,077.57
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	06/04/2024 06/11/2024 450,000.00	449,944.52 0.00 0.00 449,945.75	388.50 1,942.50 388.50 1,942.50	1.23 0.00 1.23 1,943.73	1,943.73
096924AD7	BMWOT 2025-A A3 4.56 09/25/2029	02/04/2025 02/12/2025 680,000.00	679,936.12 0.00 0.00 679,937.35	516.80 2,584.00 516.80 2,584.00	1.23 0.00 1.23 2,585.23	2,585.23
14913UAX8	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030	01/06/2025 01/08/2025 960,000.00	958,261.86 0.00 0.00 958,293.31	14,464.00 0.00 18,304.00 3,840.00	31.46 0.00 31.46 3,871.46	3,871.46
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	09/07/2023 09/15/2023 1,060,000.00	1,059,801.70 0.00 0.00 1,059,806.69	2,430.93 4,558.00 2,430.93 4,558.00	4.99 0.00 4.99 4,562.99	4,562.99
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	09/26/2024 09/27/2024 1,250,000.00	1,276,936.99 0.00 0.00 1,276,393.34	12,270.83 0.00 17,114.58 4,843.75	0.00 (543.65) (543.65) 4,300.10	4,300.10
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	02/27/2024 02/29/2024 1,250,000.00	1,250,495.20 0.00 0.00 1,250,483.97	10,946.18 0.00 15,998.26 5,052.08	0.00 (11.24) (11.24) 5,040.85	5,040.85
24422EXD6	JOHN DEERE CAPITAL CORP 5.15 09/08/2026	09/05/2023 09/08/2023 505,000.00	504,838.06 0.00 0.00 504,848.21	3,828.88 0.00 5,996.17 2,167.29	10.14 0.00 10.14 2,177.43	2,177.43

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
3130AEB25	FEDERAL HOME LOAN BANKS 3.25 06/09/2028	07/24/2023 07/25/2023 2,000,000.00	1,949,769.40 0.00 0.00 1,951,141.34	25,638.89 0.00 31,055.56 5,416.67	1,371.94 0.00 1,371.94 6,788.60	6,788.60
3130ANDF4	FEDERAL HOME LOAN BANKS 0.9 07/29/2026	07/29/2021 07/29/2021 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	11,500.00 0.00 15,250.00 3,750.00	0.00 0.00 0.00 3,750.00	3,750.00
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	03/27/2023 03/28/2023 0.00	2,034,869.25 0.00 (2,033,900.66) 0.00	12,750.00 20,000.00 0.00 7,250.00	0.00 (968.59) (968.59) 6,281.41	6,281.41
3130AXQK7	FEDERAL HOME LOAN BANKS 4.75 12/08/2028	01/29/2024 01/30/2024 2,000,000.00	2,045,033.38 0.00 0.00 2,043,973.37	37,736.11 0.00 45,652.78 7,916.67	0.00 (1,060.01) (1,060.01) 6,856.66	6,856.66
3133EPCF0	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/02/2026	03/27/2023 03/28/2023 0.00	2,007,605.05 0.00 (2,006,909.37) 0.00	14,750.00 21,725.00 0.00 6,975.00	0.00 (695.67) (695.67) 6,279.33	6,279.33
3133EPDJ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027	03/27/2023 03/28/2023 2,000,000.00	2,024,288.75 0.00 0.00 2,023,420.29	11,180.56 0.00 18,472.22 7,291.67	0.00 (868.46) (868.46) 6,423.21	6,423.21
3133EPQC2	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 07/17/2026	07/28/2023 07/31/2023 0.00	1,999,289.21 0.00 (1,999,331.02) 0.00	26,722.22 33,402.78 0.00 6,680.56	41.81 0.00 41.81 6,722.37	6,722.37
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029	04/29/2024 04/30/2024 2,100,000.00	2,103,408.53 0.00 0.00 2,103,336.16	277.08 0.00 8,589.58 8,312.50	0.00 (72.37) (72.37) 8,240.13	8,240.13
3134GW3Z7	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025	10/28/2020 10/28/2020 8,050,000.00	8,050,000.00 0.00 0.00 8,050,000.00	402.50 0.00 4,427.50 4,025.00	0.00 0.00 0.00 4,025.00	4,025.00

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
36271VAD9	GMALT 2025-1 A3 4.66 02/21/2028	02/05/2025 02/12/2025 430,000.00	429,952.84 0.00 0.00 429,954.27	612.27 1,669.83 612.27 1,669.83	1.42 0.00 1.42 1,671.25	1,671.25
362962AD4	GMALT 2025-2 A3 4.58 05/20/2028	05/29/2025 985,000.00	0.00 985,558.36 0.00 985,556.12	0.00 0.00 250.63 250.63	0.02 (2.26) (2.24) 248.39	248.39
40139LBJ1	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029	11/26/2024 11/27/2024 1,300,000.00	1,274,766.79 0.00 0.00 1,275,252.95	5,281.79 0.00 9,809.04 4,527.25	486.16 0.00 486.16 5,013.41	5,013.41
437076DC3	HOME DEPOT INC 4.75 06/25/2029	06/27/2024 06/28/2024 1,250,000.00	1,246,663.22 0.00 0.00 1,246,731.45	20,781.25 0.00 25,729.17 4,947.92	68.23 0.00 68.23 5,016.15	5,016.15
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	11/01/2023 11/08/2023 330,000.00	329,960.49 0.00 0.00 329,961.56	519.75 1,559.25 519.75 1,559.25	1.07 0.00 1.07 1,560.32	1,560.32
43813YAC6	HAROT 2024-3 A3 4.57 03/21/2029	08/09/2024 08/21/2024 630,000.00	629,916.00 0.00 0.00 629,917.83	799.75 2,399.25 799.75 2,399.25	1.83 0.00 1.83 2,401.08	2,401.08
43814VAC1	HAROT 2025-1 A3 4.57 09/21/2029	02/04/2025 02/11/2025 795,000.00	794,976.66 0.00 0.00 794,977.11	1,009.21 3,027.62 1,009.21 3,027.62	0.45 0.00 0.45 3,028.07	3,028.07
43815JAC7	HAROT 2023-1 A3 5.04 04/21/2027	02/16/2023 02/24/2023 129,828.07	143,188.71 0.00 (13,373.27) 129,817.11	200.48 601.45 181.76 582.73	1.67 0.00 1.67 584.40	584.40
44934QAD3	HART 2024-B A3 4.84 03/15/2029	07/16/2024 07/24/2024 285,000.00	284,964.12 0.00 0.00 284,964.91	613.07 1,149.50 613.07 1,149.50	0.79 0.00 0.79 1,150.29	1,150.29

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
44935CAD3	HART 2025-A A3 4.32 10/15/2029	03/04/2025 03/12/2025 635,000.00	634,909.13 0.00 0.00 634,910.86	1,219.20 2,286.00 1,219.20 2,286.00	1.73 0.00 1.73 2,287.73	2,287.73
44935DAD1	HALST 2025-B A3 4.53 04/17/2028	04/24/2025 04/30/2025 330,000.00	329,970.23 0.00 0.00 329,971.08	45.93 622.88 664.40 1,241.36	0.85 0.00 0.85 1,242.21	1,242.21
4581X0EK0	INTER-AMERICAN DEVELOPMENT BANK 4.5 05/15/2026	06/27/2023 07/06/2023 1,720,000.00	1,719,519.21 0.00 0.00 1,719,558.53	35,690.00 38,700.00 3,440.00 6,450.00	39.33 0.00 39.33 6,489.33	6,489.33
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	07/24/2023 07/26/2023 2,000,000.00	1,960,302.17 0.00 0.00 1,961,355.80	21,194.44 0.00 27,027.78 5,833.33	1,053.62 0.00 1,053.62 6,886.96	6,886.96
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	03/14/2025 03/20/2025 635,000.00	632,785.19 0.00 0.00 632,823.68	2,983.18 0.00 5,165.99 2,182.81	38.49 0.00 38.49 2,221.30	2,221.30
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	06/11/2024 06/18/2024 510,000.00	509,918.56 0.00 0.00 509,920.34	1,178.67 2,210.00 1,178.67 2,210.00	1.79 0.00 1.79 2,211.79	2,211.79
47800CAC0	JDOT 2023 A3 5.01 11/15/2027	02/22/2023 03/02/2023 296,084.58	322,804.70 0.00 (26,751.88) 296,056.43	718.85 1,347.84 659.28 1,288.27	3.60 0.00 3.60 1,291.88	1,291.88
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	03/04/2025 03/11/2025 500,000.00	499,969.52 0.00 0.00 499,970.11	940.00 1,762.50 940.00 1,762.50	0.59 0.00 0.59 1,763.09	1,763.09
532457CQ9	ELI LILLY AND CO 4.2 08/14/2029	08/12/2024 08/14/2024 705,000.00	703,675.89 0.00 0.00 703,702.10	6,333.25 0.00 8,800.75 2,467.50	26.21 0.00 26.21 2,493.71	2,493.71

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
57629TBV8	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030	01/03/2025 01/10/2025 1,000,000.00	999,549.18 0.00 0.00 999,557.33	15,262.50 0.00 19,387.50 4,125.00	8.15 0.00 8.15 4,133.15	4,133.15
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	05/14/2025 05/21/2025 530,000.00	0.00 529,935.39 0.00 529,935.89	0.00 0.00 678.69 678.69	0.50 0.00 0.50 679.19	679.19
58933YBH7	MERCK & CO INC 4.05 05/17/2028	09/26/2024 09/27/2024 1,250,000.00	1,259,815.52 0.00 0.00 1,259,534.30	23,062.50 25,312.50 1,968.75 4,218.75	0.00 (281.22) (281.22) 3,937.53	3,937.53
59217GFT1	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030	01/02/2025 01/09/2025 820,000.00	818,414.41 0.00 0.00 818,443.09	12,500.44 0.00 15,848.78 3,348.33	28.68 0.00 28.68 3,377.01	3,377.01
61747YET8	MORGAN STANLEY 4.679 07/17/2026	12/28/2022 12/30/2022 775,000.00	774,121.03 0.00 0.00 774,474.90	10,475.76 0.00 13,497.62 3,021.85	353.87 0.00 353.87 3,375.73	3,375.73
62479MBH5	MUFG Bank, Ltd. - New York Branch 02/17/2026	05/23/2025 05/27/2025 2,000,000.00	0.00 1,936,898.89 0.00 1,938,085.00	0.00 0.00 0.00 0.00	1,186.11 0.00 1,186.11 1,186.11	1,186.11
63743HFF4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	10/20/2022 10/31/2022 495,000.00	494,889.75 0.00 0.00 494,908.53	74.94 0.00 2,323.06 2,248.13	18.78 0.00 18.78 2,266.90	2,266.90
64952WFK4	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029	12/02/2024 12/05/2024 830,000.00	829,564.99 0.00 0.00 829,573.02	15,484.11 0.00 18,665.78 3,181.67	8.03 0.00 8.03 3,189.70	3,189.70
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	03/27/2024 03/28/2024 1,200,000.00	1,195,882.35 0.00 0.00 1,195,975.46	13,953.33 0.00 18,553.33 4,600.00	93.11 0.00 93.11 4,693.11	4,693.11

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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
713448FL7	PEPSICO INC 3.6 02/18/2028	03/27/2024 03/28/2024 1,500,000.00	1,465,997.12 0.00 0.00 1,467,027.51	10,950.00 0.00 15,450.00 4,500.00	1,030.39 0.00 1,030.39 5,530.39	5,530.39
713448FQ6	PEPSICO INC 4.55 02/13/2026	02/13/2023 02/15/2023 195,000.00	194,970.23 0.00 0.00 194,973.43	1,922.38 0.00 2,661.75 739.38	3.20 0.00 3.20 742.58	742.58
713448FW3	PEPSICO INC 5.125 11/10/2026	11/08/2023 11/10/2023 380,000.00	379,947.76 0.00 0.00 379,950.67	9,250.63 9,737.50 1,136.04 1,622.92	2.90 0.00 2.90 1,625.82	1,625.82
78016FZW7	ROYAL BANK OF CANADA 4.9 01/12/2028	03/30/2023 03/31/2023 1,000,000.00	998,866.21 0.00 0.00 998,901.86	14,836.11 0.00 18,919.44 4,083.33	35.65 0.00 35.65 4,118.98	4,118.98
857477CU5	STATE STREET CORP 4.536 02/28/2028	02/25/2025 02/28/2025 1,285,000.00	1,285,000.00 0.00 0.00 1,285,000.00	10,200.33 0.00 15,057.63 4,857.30	0.00 0.00 0.00 4,857.30	4,857.30
89236THP3	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025	11/19/2020 11/19/2020 5,000,000.00	5,002,343.75 0.00 0.00 5,001,911.27	1,666.67 0.00 5,000.00 3,333.33	0.00 (432.48) (432.48) 2,900.86	2,900.86
907818GE2	UNION PACIFIC CORP 4.75 02/21/2026	02/13/2023 02/21/2023 470,000.00	469,916.22 0.00 0.00 469,925.00	4,340.97 0.00 6,201.39 1,860.42	8.77 0.00 8.77 1,869.19	1,869.19
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	12/28/2023 12/29/2023 2,000,000.00	1,952,883.40 0.00 0.00 1,954,012.16	28,832.87 31,250.00 2,887.23 5,304.36	1,128.76 0.00 1,128.76 6,433.11	6,433.11
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	09/30/2021 09/30/2021 3,000,000.00	2,994,492.19 0.00 0.00 2,994,822.44	2,223.36 0.00 4,446.72 2,223.36	330.26 0.00 330.26 2,553.62	2,553.62

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91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	10/30/2024 10/31/2024 2,000,000.00	1,923,905.01 0.00 0.00 1,925,395.18	10,529.89 0.00 15,794.84 5,264.95	1,490.17 0.00 1,490.17 6,755.12	6,755.12
91282CFL0	UNITED STATES TREASURY 3.875 09/30/2029	10/30/2024 10/31/2024 2,200,000.00	2,180,076.20 0.00 0.00 2,180,459.11	7,220.63 0.00 14,441.26 7,220.63	382.91 0.00 382.91 7,603.54	7,603.54
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	04/29/2025 04/30/2025 2,500,000.00	2,523,520.85 0.00 0.00 2,523,077.33	271.74 0.00 8,695.65 8,423.91	0.00 (443.52) (443.52) 7,980.39	7,980.39
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	2,700,000.00	2,197,554.94 499,687.50 0.00 2,697,285.77	14,826.09 (4,945.65) 27,293.48 7,521.74	43.33 0.00 43.33 7,565.07	7,565.07
91282CGS4	UNITED STATES TREASURY 3.625 03/31/2030	04/29/2025 04/30/2025 2,500,000.00	2,480,674.83 0.00 0.00 2,481,008.58	7,675.89 0.00 15,351.78 7,675.89	333.75 0.00 333.75 8,009.64	8,009.64
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	1,825,000.00	1,822,383.95 0.00 0.00 1,822,460.10	5,603.40 0.00 11,206.80 5,603.40	158.39 (82.24) 76.15 5,679.55	5,679.55
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	03/27/2024 03/28/2024 2,200,000.00	2,205,148.75 0.00 0.00 2,205,034.66	15,752.72 0.00 23,629.08 7,876.36	0.00 (114.09) (114.09) 7,762.27	7,762.27
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	05/28/2024 05/29/2024 2,200,000.00	2,168,564.48 0.00 0.00 2,169,245.95	7,686.48 0.00 15,372.95 7,686.48	681.47 0.00 681.47 8,367.94	8,367.94
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	2,000,000.00	2,036,018.96 0.00 0.00 2,035,254.18	251.36 0.00 8,043.48 7,792.12	0.00 (764.79) (764.79) 7,027.33	7,027.33

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
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	06/13/2024 06/14/2024 2,200,000.00	2,220,224.06 0.00 0.00 2,219,803.57	41,340.66 0.00 270.49 (41,070.17)	0.00 (420.49) (420.49) (41,490.65)	(41,490.65)
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	09/26/2024 09/27/2024 2,000,000.00	2,033,810.09 0.00 0.00 2,033,134.76	19,889.50 0.00 26,740.33 6,850.83	0.00 (675.33) (675.33) 6,175.50	6,175.50
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	12/27/2024 12/30/2024 2,400,000.00	2,368,367.83 0.00 0.00 2,368,953.61	41,340.66 0.00 270.49 (41,070.17)	585.78 0.00 585.78 (40,484.39)	(40,484.39)
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	04/29/2025 04/30/2025 2,500,000.00	2,550,459.21 0.00 0.00 2,549,558.16	26,415.75 0.00 35,514.50 9,098.76	0.00 (901.06) (901.06) 8,197.70	8,197.70
91282CMZ1	UNITED STATES TREASURY 3.875 04/30/2030	05/29/2025 05/30/2025 2,700,000.00	0.00 2,681,542.97 0.00 2,681,563.52	0.00 (8,529.21) 9,097.83 568.62	20.55 0.00 20.55 589.17	589.17
91324PEU2	UNITEDHEALTH GROUP INC 4.25 01/15/2029	05/28/2024 05/29/2024 1,000,000.00	973,716.84 0.00 0.00 974,318.16	12,513.89 0.00 16,055.56 3,541.67	601.31 0.00 601.31 4,142.98	4,142.98
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	10/17/2024 10/24/2024 560,000.00	559,925.44 0.00 0.00 559,926.86	1,067.73 2,002.00 1,067.73 2,002.00	1.42 0.00 1.42 2,003.42	2,003.42
Total Fixed Income		**105,300,569.72**	**104,496,555.19** **6,633,623.11** **(6,092,512.24)** **105,042,676.74**	**702,204.70** **205,229.51** **702,843.24** **205,868.05**	**13,348.14** **(8,337.46)** **5,010.68** **210,878.73**	**210,878.73**
TOTAL PORTFOLIO		**105,472,230.97**	**104,909,288.51** **7,851,359.27** **(7,647,828.75)** **105,214,337.99**	**702,204.70** **208,935.01** **702,843.24** **209,573.55**	**13,348.14** **(8,337.46)** **5,010.68** **214,584.23**	**214,584.23**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
JUNE 2025							
06/05/2025	Coupon	64952WFK4	830,000.00	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029		19,090.00	19,090.00
06/09/2025	Coupon	3130AEB25	2,000,000.00	FEDERAL HOME LOAN BANKS 3.25 06/09/2028		32,500.00	32,500.00
06/09/2025	Coupon	3130AXQK7	2,000,000.00	FEDERAL HOME LOAN BANKS 4.75 12/08/2028		47,500.00	47,500.00
06/16/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
06/16/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04
06/16/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
06/16/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
06/16/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
06/16/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
06/16/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
06/16/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
06/16/2025	Coupon	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027		1,236.15	1,236.15
06/16/2025	Principal Paydown	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027	19,158.26		19,158.26
06/16/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
06/16/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		1,628.87	1,628.87
06/16/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
06/20/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
06/20/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/20/2028		2,752.25	2,752.25
06/23/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,559.25	1,559.25
06/23/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
06/23/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
06/23/2025	Coupon	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027		562.98	562.98
06/23/2025	Principal Paydown	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027	12,640.49		12,640.49
06/25/2025	Coupon	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028		714.61	714.61
06/25/2025	Principal Paydown	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028	10,796.27		10,796.27
06/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
06/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
06/25/2025	Coupon	437076DC3	1,250,000.00	HOME DEPOT INC 4.75 06/25/2029		29,687.50	29,687.50
June 2025 Total					**42,595.02**	**172,161.74**	**214,756.76**
JULY 2025							

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/08/2025	Coupon	14913UAX8	960,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030		23,040.00	23,040.00
07/09/2025	Coupon	59217GFT1	820,000.00	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030		20,090.00	20,090.00
07/10/2025	Coupon	57629TBV8	1,000,000.00	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030		24,750.00	24,750.00
07/14/2025	Coupon	459058KT9	2,000,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		35,000.00	35,000.00
07/14/2025	Coupon	78016FZW7	1,000,000.00	ROYAL BANK OF CANADA 4.9 01/12/2028		24,500.00	24,500.00
07/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
07/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04
07/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
07/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
07/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
07/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
07/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
07/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
07/15/2025	Coupon	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027		1,156.17	1,156.17
07/15/2025	Principal Paydown	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027	20,400.03		20,400.03
07/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
07/15/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
07/15/2025	Coupon	91324PEU2	1,000,000.00	UNITEDHEALTH GROUP INC 4.25 01/15/2029		21,250.00	21,250.00
07/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
07/17/2025	Coupon	61747YET8	775,000.00	MORGAN STANLEY 4.679 07/17/2026		18,131.13	18,131.13
07/17/2025	Effective Maturity	61747YET8	775,000.00	MORGAN STANLEY 4.679 07/17/2026	775,000.00		775,000.00
07/21/2025	Coupon	06051GGF0	1,250,000.00	BANK OF AMERICA CORP 3.824 01/20/2028		23,900.00	23,900.00
07/21/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
07/21/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/20/2028		3,931.79	3,931.79
07/21/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,559.25	1,559.25
07/21/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
07/21/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
07/21/2025	Coupon	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027		509.89	509.89

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/21/2025	Principal Paydown	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027	12,340.95		12,340.95
07/25/2025	Coupon	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028		665.40	665.40
07/25/2025	Principal Paydown	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028	10,578.39		10,578.39
07/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
07/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
07/29/2025	Coupon	3130ANDF4	5,000,000.00	FEDERAL HOME LOAN BANKS 0.9 07/29/2026		22,500.00	22,500.00
07/31/2025	Coupon	69371RS80	1,200,000.00	PACCAR FINANCIAL CORP 4.6 01/31/2029		27,600.00	27,600.00
07/31/2025	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
07/31/2025	Coupon	91282CMG3	2,500,000.00	UNITED STATES TREASURY 4.25 01/31/2030		53,125.00	53,125.00
July 2025 Total					**818,319.38**	**378,674.83**	**1,196,994.21**
AUGUST 2025							
08/08/2025	Coupon	037833EB2	3,000,000.00	APPLE INC 0.7 02/08/2026		10,500.00	10,500.00
08/13/2025	Coupon	713448FQ6	195,000.00	PEPSICO INC 4.55 02/13/2026		4,436.25	4,436.25
08/14/2025	Coupon	532457CQ9	705,000.00	ELI LILLY AND CO 4.2 08/14/2029		14,805.00	14,805.00
08/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
08/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04
08/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
08/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
08/15/2025	Coupon	171239AL0	1,250,000.00	CHUBB INA HOLDINGS LLC 4.65 08/15/2029		29,062.50	29,062.50
08/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
08/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
08/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
08/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
08/15/2025	Coupon	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027		1,071.00	1,071.00
08/15/2025	Principal Paydown	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027	18,826.85		18,826.85
08/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
08/15/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
08/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
08/18/2025	Coupon	713448FL7	1,500,000.00	PEPSICO INC 3.6 02/18/2028		27,000.00	27,000.00
08/20/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
08/20/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/20/2028		3,931.79	3,931.79
08/21/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,559.25	1,559.25

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/21/2025	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	16,102.29		16,102.29
08/21/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
08/21/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
08/21/2025	Coupon	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027		458.06	458.06
08/21/2025	Principal Paydown	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027	11,964.25		11,964.25
08/21/2025	Coupon	907818GE2	470,000.00	UNION PACIFIC CORP 4.75 02/21/2026		11,162.50	11,162.50
08/25/2025	Coupon	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028		617.18	617.18
08/25/2025	Principal Paydown	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028	10,261.86		10,261.86
08/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
08/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
08/26/2025	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
08/28/2025	Coupon	857477CU5	1,285,000.00	STATE STREET CORP 4.536 02/28/2028		29,143.80	29,143.80
August 2025 Total					**57,155.24**	**201,026.03**	**258,181.28**
SEPTEMBER 2025							
09/02/2025	Coupon	91282CFJ5	2,000,000.00	UNITED STATES TREASURY 3.125 08/31/2029		31,250.00	31,250.00
09/02/2025	Coupon	91282CGQ8	2,700,000.00	UNITED STATES TREASURY 4.0 02/28/2030		54,000.00	54,000.00
09/02/2025	Coupon	91282CKD2	2,200,000.00	UNITED STATES TREASURY 4.25 02/28/2029		46,750.00	46,750.00
09/08/2025	Coupon	24422EXD6	505,000.00	JOHN DEERE CAPITAL CORP 5.15 09/08/2026		13,003.75	13,003.75
09/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
09/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04
09/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
09/15/2025	Coupon	06368LAQ9	1,000,000.00	BANK OF MONTREAL 4.7 09/14/2027		23,500.00	23,500.00
09/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
09/15/2025	Coupon	3133EPDJ1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027		43,750.00	43,750.00
09/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
09/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
09/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
09/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
09/15/2025	Coupon	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027		992.40	992.40
09/15/2025	Principal Paydown	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027	19,388.58		19,388.58
09/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
09/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
09/22/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
09/22/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/20/2028		3,931.79	3,931.79
09/22/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,483.17	1,483.17
09/22/2025	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	19,021.21		19,021.21
09/22/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
09/22/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
09/22/2025	Coupon	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027		407.81	407.81
09/22/2025	Principal Paydown	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027	11,677.85		11,677.85
09/22/2025	Coupon	459058LR2	635,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030		13,096.88	13,096.88
09/25/2025	Coupon	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028		570.40	570.40
09/25/2025	Principal Paydown	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028	10,050.88		10,050.88
09/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
09/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
09/26/2025	Coupon	40139LBJ1	1,300,000.00	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029		27,163.50	27,163.50
09/30/2025	Coupon	91282CCZ2	3,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		13,125.00	13,125.00
09/30/2025	Coupon	91282CFL0	2,200,000.00	UNITED STATES TREASURY 3.875 09/30/2029		42,625.00	42,625.00
09/30/2025	Coupon	91282CGS4	2,500,000.00	UNITED STATES TREASURY 3.625 03/31/2030		45,312.50	45,312.50
09/30/2025	Coupon	91282CGT2	1,825,000.00	UNITED STATES TREASURY 3.625 03/31/2028		33,078.13	33,078.13
09/30/2025	Coupon	91282CKG5	2,200,000.00	UNITED STATES TREASURY 4.125 03/31/2029		45,375.00	45,375.00
September 2025 Total					**60,138.52**	**476,381.52**	**536,520.04**
OCTOBER 2025							
10/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
10/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04
10/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
10/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
10/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
10/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
10/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
10/15/2025	Coupon	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027		911.45	911.45
10/15/2025	Principal Paydown	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027	23,055.78		23,055.78
10/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
10/15/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
10/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
10/16/2025	Coupon	89236THP3	5,000,000.00	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025		20,000.00	20,000.00
10/16/2025	Final Maturity	89236THP3	5,000,000.00	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025	5,000,000.00		5,000,000.00
10/20/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
10/20/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/20/2028		3,931.79	3,931.79
10/21/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,393.29	1,393.29
10/21/2025	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	18,220.11		18,220.11
10/21/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
10/21/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
10/21/2025	Coupon	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027		358.76	358.76
10/21/2025	Principal Paydown	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027	11,244.65		11,244.65
10/27/2025	Coupon	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028		524.59	524.59
10/27/2025	Principal Paydown	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028	9,671.57		9,671.57
10/27/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
10/27/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
10/28/2025	Coupon	3134GW3Z7	8,050,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025		24,150.00	24,150.00
10/28/2025	Final Maturity	3134GW3Z7	8,050,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025	8,050,000.00		8,050,000.00
10/30/2025	Coupon	3133ERDH1	2,100,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029		49,875.00	49,875.00
10/30/2025	Coupon	63743HFF4	495,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025		13,488.75	13,488.75
10/30/2025	Final Maturity	63743HFF4	495,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	495,000.00		495,000.00
10/31/2025	Coupon	91282CFT3	2,500,000.00	UNITED STATES TREASURY 4.0 10/31/2029		50,000.00	50,000.00
10/31/2025	Coupon	91282CKP5	2,000,000.00	UNITED STATES TREASURY 4.625 04/30/2029		46,250.00	46,250.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/31/2025	Coupon	91282CMZ1	2,700,000.00	UNITED STATES TREASURY 3.875 04/30/2030		52,312.50	52,312.50
October 2025 Total					**13,607,192.11**	**300,162.34**	**13,907,354.44**
NOVEMBER 2025							
11/10/2025	Coupon	713448FW3	380,000.00	PEPSICO INC 5.125 11/10/2026		9,737.50	9,737.50
11/17/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
11/17/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04
11/17/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
11/17/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
11/17/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
11/17/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
11/17/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
11/17/2025	Coupon	4581X0EK0	1,720,000.00	INTER-AMERICAN DEVELOPMENT BANK 4.5 05/15/2026		38,700.00	38,700.00
11/17/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
11/17/2025	Coupon	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027		815.19	815.19
11/17/2025	Principal Paydown	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027	26,962.77		26,962.77
11/17/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
11/17/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
11/17/2025	Coupon	58933YBH7	1,250,000.00	MERCK & CO INC 4.05 05/17/2028		25,312.50	25,312.50
11/17/2025	Coupon	9128285M8	2,000,000.00	UNITED STATES TREASURY 3.125 11/15/2028		31,250.00	31,250.00
11/17/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
11/20/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
11/20/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/20/2028		3,931.79	3,931.79
11/21/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,307.20	1,307.20
11/21/2025	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	17,745.41		17,745.41
11/21/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
11/21/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
11/21/2025	Coupon	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027		311.53	311.53
11/21/2025	Principal Paydown	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027	9,882.75		9,882.75
11/25/2025	Coupon	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028		480.50	480.50
11/25/2025	Principal Paydown	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028	8,914.13		8,914.13
11/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
November 2025 Total					**63,505.06**	**148,812.43**	**212,317.49**
DECEMBER 2025							
12/01/2025	Coupon	91282CKT7	2,200,000.00	UNITED STATES TREASURY 4.5 05/31/2029		49,500.00	49,500.00
12/01/2025	Coupon	91282CMA6	2,400,000.00	UNITED STATES TREASURY 4.125 11/30/2029		49,500.00	49,500.00
12/05/2025	Coupon	64952WFK4	830,000.00	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029		19,090.00	19,090.00
12/08/2025	Coupon	3130AXQK7	2,000,000.00	FEDERAL HOME LOAN BANKS 4.75 12/08/2028		47,500.00	47,500.00
12/09/2025	Coupon	3130AEB25	2,000,000.00	FEDERAL HOME LOAN BANKS 3.25 06/09/2028		32,500.00	32,500.00
12/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
12/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04
12/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
12/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
12/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
12/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
12/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
12/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
12/15/2025	Coupon	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027		702.62	702.62
12/15/2025	Principal Paydown	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027	18,022.89		18,022.89
12/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
12/15/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
12/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
12/22/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
12/22/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/20/2028		3,931.79	3,931.79
12/22/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,223.35	1,223.35
12/22/2025	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	16,829.53		16,829.53
12/22/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
12/22/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
12/22/2025	Coupon	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027		270.02	270.02
12/22/2025	Principal Paydown	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027	9,435.88		9,435.88
12/25/2025	Coupon	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028		439.87	439.87

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/25/2025	Principal Paydown	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028	8,294.39		8,294.39
12/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
12/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
12/26/2025	Coupon	437076DC3	1,250,000.00	HOME DEPOT INC 4.75 06/25/2029		29,687.50	29,687.50
December 2025 Total					**52,582.69**	**271,311.37**	**323,894.06**
JANUARY 2026							
01/08/2026	Coupon	14913UAX8	960,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030		23,040.00	23,040.00
01/09/2026	Coupon	59217GFT1	820,000.00	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030		20,090.00	20,090.00
01/12/2026	Coupon	459058KT9	2,000,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		35,000.00	35,000.00
01/12/2026	Coupon	57629TBV8	1,000,000.00	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030		24,750.00	24,750.00
01/12/2026	Coupon	78016FZW7	1,000,000.00	ROYAL BANK OF CANADA 4.9 01/12/2028		24,500.00	24,500.00
01/13/2026	Coupon	713448FQ6	195,000.00	PEPSICO INC 4.55 02/13/2026		3,696.88	3,696.88
01/13/2026	Effective Maturity	713448FQ6	195,000.00	PEPSICO INC 4.55 02/13/2026	195,000.00		195,000.00
01/15/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
01/15/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04
01/15/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
01/15/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
01/15/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
01/15/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
01/15/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
01/15/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
01/15/2026	Coupon	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027		627.37	627.37
01/15/2026	Principal Paydown	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027	20,464.65		20,464.65
01/15/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
01/15/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
01/15/2026	Coupon	91324PEU2	1,000,000.00	UNITEDHEALTH GROUP INC 4.25 01/15/2029		21,250.00	21,250.00
01/15/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
01/20/2026	Coupon	06051GGF0	1,250,000.00	BANK OF AMERICA CORP 3.824 01/20/2028		23,900.00	23,900.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
01/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/20/2028		3,931.79	3,931.79
01/21/2026	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,143.83	1,143.83
01/21/2026	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	16,489.91		16,489.91
01/21/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
01/21/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
01/21/2026	Coupon	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027		230.39	230.39
01/21/2026	Principal Paydown	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027	9,229.26		9,229.26
01/21/2026	Coupon	907818GE2	470,000.00	UNION PACIFIC CORP 4.75 02/21/2026		9,302.08	9,302.08
01/21/2026	Effective Maturity	907818GE2	470,000.00	UNION PACIFIC CORP 4.75 02/21/2026	470,000.00		470,000.00
01/26/2026	Coupon	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028		402.06	402.06
01/26/2026	Principal Paydown	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028	7,799.42		7,799.42
01/26/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
01/26/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	2,822.32		2,822.32
01/26/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
01/29/2026	Coupon	3130ANDF4	5,000,000.00	FEDERAL HOME LOAN BANKS 0.9 07/29/2026		22,500.00	22,500.00
January 2026 Total					**721,805.57**	**251,330.62**	**973,136.19**
FEBRUARY 2026							
02/02/2026	Coupon	69371RS80	1,200,000.00	PACCAR FINANCIAL CORP 4.6 01/31/2029		27,600.00	27,600.00
02/02/2026	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
02/02/2026	Coupon	91282CMG3	2,500,000.00	UNITED STATES TREASURY 4.25 01/31/2030		53,125.00	53,125.00
02/09/2026	Coupon	037833EB2	3,000,000.00	APPLE INC 0.7 02/08/2026		10,500.00	10,500.00
02/09/2026	Final Maturity	037833EB2	3,000,000.00	APPLE INC 0.7 02/08/2026	3,000,000.00		3,000,000.00
02/16/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
02/16/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
02/16/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
02/16/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
02/16/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
02/16/2026	Coupon	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027		541.93	541.93
02/16/2026	Principal Paydown	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027	13,533.56		13,533.56
02/16/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
02/16/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/17/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
02/17/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04
02/17/2026	Coupon	171239AL0	1,250,000.00	CHUBB INA HOLDINGS LLC 4.65 08/15/2029		29,062.50	29,062.50
02/17/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
02/17/2026	Coupon	532457CQ9	705,000.00	ELI LILLY AND CO 4.2 08/14/2029		14,805.00	14,805.00
02/17/2026	Final Maturity	62479MBH5	2,000,000.00	MUFG Bank, Ltd. - New York Branch 02/17/2026	2,000,000.00		2,000,000.00
02/17/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
02/18/2026	Coupon	713448FL7	1,500,000.00	PEPSICO INC 3.6 02/18/2028		27,000.00	27,000.00
02/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
02/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/20/2028		3,931.79	3,931.79
02/23/2026	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,065.92	1,065.92
02/23/2026	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	16,229.99		16,229.99
02/23/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
02/23/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
02/23/2026	Coupon	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027		191.63	191.63
02/23/2026	Principal Paydown	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027	9,056.71		9,056.71
02/25/2026	Coupon	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028		366.51	366.51
02/25/2026	Principal Paydown	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028	7,695.75		7,695.75
02/25/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,930.32	1,930.32
02/25/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	24,982.14		24,982.14
02/25/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
02/26/2026	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
February 2026 Total					**5,071,498.15**	**275,456.81**	**5,346,954.96**
MARCH 2026							
03/02/2026	Coupon	857477CU5	1,285,000.00	STATE STREET CORP 4.536 02/28/2028		29,143.80	29,143.80
03/02/2026	Coupon	91282CFJ5	2,000,000.00	UNITED STATES TREASURY 3.125 08/31/2029		31,250.00	31,250.00
03/02/2026	Coupon	91282CGQ8	2,700,000.00	UNITED STATES TREASURY 4.0 02/28/2030		54,000.00	54,000.00
03/02/2026	Coupon	91282CKD2	2,200,000.00	UNITED STATES TREASURY 4.25 02/28/2029		46,750.00	46,750.00
03/09/2026	Coupon	24422EXD6	505,000.00	JOHN DEERE CAPITAL CORP 5.15 09/08/2026		13,003.75	13,003.75
03/16/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/16/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04
03/16/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
03/16/2026	Coupon	06368LAQ9	1,000,000.00	BANK OF MONTREAL 4.7 09/14/2027		23,500.00	23,500.00
03/16/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
03/16/2026	Coupon	3133EPDJ1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027		43,750.00	43,750.00
03/16/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
03/16/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
03/16/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
03/16/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
03/16/2026	Principal Paydown	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029	3,205.45		3,205.45
03/16/2026	Coupon	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027		485.43	485.43
03/16/2026	Principal Paydown	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027	12,076.05		12,076.05
03/16/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
03/16/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
03/16/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
03/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
03/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/20/2028		3,931.79	3,931.79
03/20/2026	Coupon	459058LR2	635,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030		13,096.88	13,096.88
03/23/2026	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		989.23	989.23
03/23/2026	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	15,745.27		15,745.27
03/23/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
03/23/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
03/23/2026	Coupon	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027		153.59	153.59
03/23/2026	Principal Paydown	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027	8,792.64		8,792.64
03/25/2026	Coupon	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028		331.43	331.43
03/25/2026	Principal Paydown	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028	7,481.78		7,481.78
03/25/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,822.48	1,822.48
03/25/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	24,210.52		24,210.52
03/25/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/26/2026	Coupon	40139LBJ1	1,300,000.00	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029		27,163.50	27,163.50
03/31/2026	Coupon	91282CCZ2	3,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		13,125.00	13,125.00
03/31/2026	Coupon	91282CFL0	2,200,000.00	UNITED STATES TREASURY 3.875 09/30/2029		42,625.00	42,625.00
03/31/2026	Coupon	91282CGS4	2,500,000.00	UNITED STATES TREASURY 3.625 03/31/2030		45,312.50	45,312.50
03/31/2026	Coupon	91282CGT2	1,825,000.00	UNITED STATES TREASURY 3.625 03/31/2028		33,078.13	33,078.13
03/31/2026	Coupon	91282CKG5	2,200,000.00	UNITED STATES TREASURY 4.125 03/31/2029		45,375.00	45,375.00
March 2026 Total					**71,511.71**	**503,911.21**	**575,422.92**
APRIL 2026							
04/15/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
04/15/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2028		4,598.04	4,598.04
04/15/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
04/15/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
04/15/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
04/15/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
04/15/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
04/15/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,196.11	2,196.11
04/15/2026	Principal Paydown	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029	35,932.62		35,932.62
04/15/2026	Coupon	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027		435.01	435.01
04/15/2026	Principal Paydown	47800CAC0	296,084.58	JDOT 2023 A3 5.01 11/15/2027	14,679.31		14,679.31
04/15/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
04/15/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
04/15/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
04/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
04/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/20/2028		3,931.79	3,931.79
04/21/2026	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		914.84	914.84
04/21/2026	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	16,130.69		16,130.69
04/21/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
04/21/2026	Principal Paydown	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029	18,287.21		18,287.21
04/21/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
04/21/2026	Coupon	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027		116.66	116.66
04/21/2026	Principal Paydown	43815JAC7	129,828.07	HAROT 2023-1 A3 5.04 04/21/2027	8,875.13		8,875.13

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/27/2026	Coupon	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028		297.32	297.32
04/27/2026	Principal Paydown	05592XAD2	154,657.08	BMWOT 2023-A A3 5.47 02/25/2028	7,689.80		7,689.80
04/27/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,717.97	1,717.97
04/27/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	24,344.02		24,344.02
04/27/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
04/30/2026	Coupon	3133ERDH1	2,100,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029		49,875.00	49,875.00
04/30/2026	Coupon	91282CFT3	2,500,000.00	UNITED STATES TREASURY 4.0 10/31/2029		50,000.00	50,000.00
04/30/2026	Coupon	91282CKP5	2,000,000.00	UNITED STATES TREASURY 4.625 04/30/2029		46,250.00	46,250.00
04/30/2026	Coupon	91282CMZ1	2,700,000.00	UNITED STATES TREASURY 3.875 04/30/2030		52,312.50	52,312.50
April 2026 Total					**125,938.78**	**240,860.92**	**366,799.70**
Grand Total			**315,927,533.95**		**20,692,242.23**	**3,220,089.82**	**23,912,332.05**

IMPORTANT DISCLOSURES

City of Orange | Account #10888 | As of May 31, 2025

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

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

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

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

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

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

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

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

Benchmark	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Orange | Account #10888 | As of June 30, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Orange | Account #10888 | As of June 30, 2025

Portfolio Characteristics

Average Modified Duration	2.47
Average Coupon	3.36%
Average Purchase YTM	3.57%
Average Market YTM	4.06%
Average Credit Quality*	AA+
Average Final Maturity	2.91
Average Life	2.53

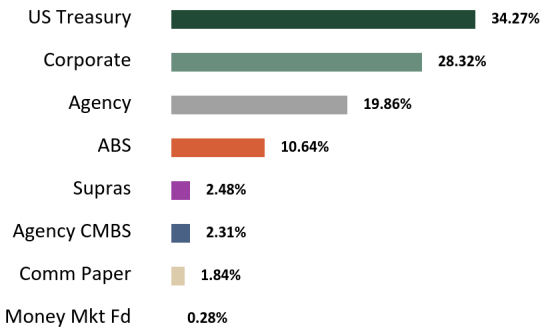
Account Summary

	End Values as of 05/31/2025	End Values as of 06/30/2025
Market Value	105,097,398.52	105,780,134.31
Accrued Interest	702,843.24	817,770.17
Total Market Value	**105,800,241.76**	**106,597,904.48**
Income Earned	214,584.23	406,770.66
Cont/WD	0.00	0.00
Par	105,472,230.97	105,846,920.85
Book Value	105,214,337.99	105,399,801.80
Cost Value	105,141,814.62	105,313,878.94

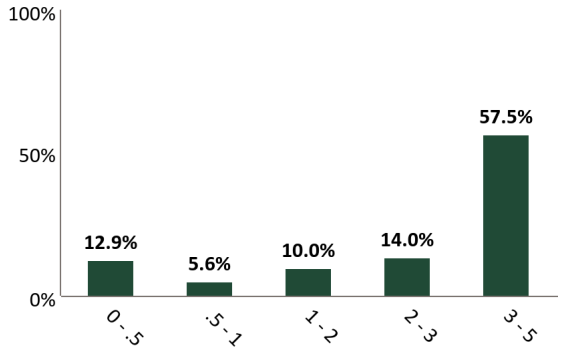
Top Issuers

Government of The United States	34.27%
Federal Home Loan Banks	8.38%
Federal Home Loan Mortgage Corp	7.52%
Toyota Motor Corporation	4.68%
Farm Credit System	3.96%
Apple Inc.	2.78%
International Bank for Recon and Dev	2.48%
FHLMC	2.31%

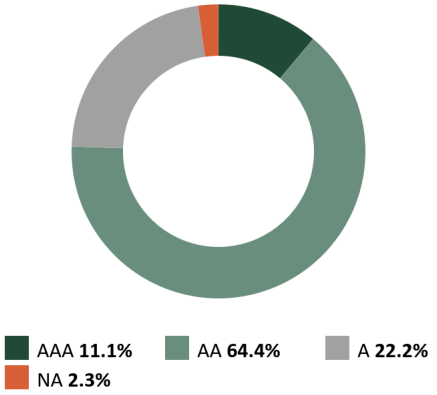
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/22)
City of Orange	0.76%	1.45%	3.37%	6.10%	5.48%	3.66%	--	--	1.75%
Benchmark Return	0.74%	1.36%	3.39%	6.06%	5.11%	3.24%	--	--	1.59%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index Secondary Benchmark:

RECONCILIATION SUMMARY

City of Orange | Account #10888 | As of June 30, 2025

Maturities / Calls

Month to Date	**0.00**
Fiscal Year to Date	**(14,975,000.00)**

Principal Paydowns

Month to Date	**(41,381.25)**
Fiscal Year to Date	**(343,891.62)**

Purchases

Month to Date	**5,252,388.69**
Fiscal Year to Date	**74,435,352.54**

Sales

Month to Date	**(4,940,769.69)**
Fiscal Year to Date	**(56,118,298.78)**

Interest Received

Month to Date	**272,227.52**
Fiscal Year to Date	**2,983,532.01**

Purchased / Sold Interest

Month to Date	**5,165.45**
Fiscal Year to Date	**99,327.82**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Book Value	105,214,337.99	102,308,638.77
Maturities/Calls	0.00	(14,975,000.00)
Principal Paydowns	(41,381.25)	(343,891.62)
Purchases	5,252,388.69	74,435,352.54
Sales	(4,940,769.69)	(56,118,298.78)
Change in Cash, Payables, Receivables	(98,482.64)	(2,912.55)
Amortization/Accretion	14,450.76	76,071.54
Realized Gain (Loss)	(742.06)	19,841.90
Ending Book Value	105,399,801.80	105,399,801.80

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Market Value	105,097,398.52	99,910,914.20
Maturities/Calls	0.00	(14,975,000.00)
Principal Paydowns	(41,381.25)	(343,891.62)
Purchases	5,252,388.69	74,435,352.54
Sales	(4,940,769.69)	(56,118,298.78)
Change in Cash, Payables, Receivables	(98,482.64)	(2,912.55)
Amortization/Accretion	14,450.76	76,071.54
Change in Net Unrealized Gain (Loss)	497,271.99	2,778,057.09
Realized Gain (Loss)	(742.06)	19,841.90
Ending Market Value	105,780,134.31	105,780,134.31

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
43815JAC7	HAROT 2023-1 A3 5.04 04/21/2027	116,900.53	02/16/2023 5.09%	116,878.81 116,891.10	100.24 4.53%	117,182.99 163.66	0.11% 291.89	Aaa/NA AAA	1.81 0.43
47800CAC0	JDOT 2023 A3 5.01 11/15/2027	279,328.65	02/22/2023 3.39%	279,277.75 279,302.98	100.30 4.60%	280,171.07 621.97	0.26% 868.10	Aaa/NA AAA	2.38 0.65
36271VAD9	GMALT 2025-1 A3 4.66 02/21/2028	430,000.00	02/05/2025 4.66%	429,949.26 429,955.65	100.67 4.25%	432,866.55 612.27	0.41% 2,910.90	NA/AAA AAA	2.65 1.45
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	142,959.30	07/11/2023 5.47%	142,933.96 142,944.71	100.59 4.49%	143,808.86 130.33	0.14% 864.15	NA/AAA AAA	2.66 0.57
44935DAD1	HALST 2025-B A3 4.53 04/17/2028	330,000.00	04/24/2025 4.53%	329,970.20 329,971.91	100.69 4.19%	332,269.64 664.40	0.31% 2,297.74	NA/AAA AAA	2.80 1.78
02582JJZ4	AMXCA 2023-1 A 4.87 05/15/2026	350,000.00	06/07/2023 4.92%	349,968.96 349,988.04	100.52 4.30%	351,806.32 757.56	0.33% 1,818.27	NA/AAA AAA	0.87 0.84
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	985,000.00	-- 4.80%	985,558.36 985,533.75	100.64 4.23%	991,290.51 1,378.45	0.94% 5,756.76	NA/AAA AAA	2.90 1.62
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	330,000.00	11/01/2023 5.74%	329,941.89 329,962.59	101.07 4.39%	333,519.45 519.75	0.32% 3,556.86	Aaa/NA AAA	2.98 0.78
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	1,055,000.00	09/12/2023 5.29%	1,054,952.84 1,054,980.95	101.13 4.30%	1,066,951.04 2,452.29	1.01% 11,970.09	NA/AAA AAA	1.21 1.14
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	1,060,000.00	09/07/2023 5.23%	1,059,706.17 1,059,811.51	101.16 4.21%	1,072,250.31 2,430.93	1.01% 12,438.80	NA/AAA AAA	3.21 1.14
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	450,000.00	06/04/2024 5.18%	449,931.65 449,946.94	101.26 4.11%	455,673.60 388.50	0.43% 5,726.66	Aaa/AAA NA	3.66 1.12
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	510,000.00	06/11/2024 5.81%	509,900.30 509,922.07	101.58 4.24%	518,054.89 1,178.67	0.49% 8,132.82	Aaa/NA AAA	3.71 1.54
44934QAD3	HART 2024-B A3 4.84 03/15/2029	285,000.00	07/16/2024 5.45%	284,956.99 284,965.67	101.02 4.17%	287,904.72 613.07	0.27% 2,939.05	NA/AAA AAA	3.71 1.40
43813YAC6	HAROT 2024-3 A3 4.57 03/21/2029	630,000.00	08/09/2024 4.66%	629,901.03 629,919.61	100.54 4.21%	633,428.90 799.75	0.60% 3,509.30	Aaa/NA AAA	3.72 1.35
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	530,000.00	05/14/2025 4.66%	529,935.39 529,937.25	101.14 4.13%	536,018.73 1,085.91	0.51% 6,081.49	NA/AAA AAA	3.79 2.15
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	505,000.00	06/06/2024 4.93%	504,971.67 504,977.79	101.48 4.14%	512,480.62 1,106.51	0.48% 7,502.83	Aaa/AAA NA	3.87 1.75
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	500,000.00	03/04/2025 5.09%	499,968.55 499,970.68	100.25 4.16%	501,234.80 940.00	0.47% 1,264.12	Aaa/NA AAA	4.22 2.18

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
43814VAC1	HAROT 2025-1 A3 4.57 09/21/2029	795,000.00	02/04/2025 4.57%	794,975.51 794,977.55	100.97 4.09%	802,683.12 1,009.21	0.76% 7,705.57	NA/AAA AAA	4.23 1.82
096924AD7	BMWOT 2025-A A3 4.56 09/25/2029	680,000.00	02/04/2025 4.56%	679,933.02 679,938.54	100.86 4.09%	685,822.57 516.80	0.65% 5,884.03	Aaa/AAA NA	4.24 1.65
44935CAD3	HART 2025-A A3 4.32 10/15/2029	635,000.00	03/04/2025 4.84%	634,906.34 634,912.54	100.39 4.16%	637,452.75 1,219.20	0.60% 2,540.22	NA/AAA AAA	4.29 1.98
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	560,000.00	10/17/2024 4.29%	559,916.78 559,928.23	100.47 4.11%	562,632.56 1,067.73	0.53% 2,704.33	Aaa/AAA NA	4.29 2.14
Total ABS		**11,159,188.48**	**4.91%**	**11,158,435.44 11,158,740.05**	**100.86 4.21%**	**11,255,504.00 19,656.96**	**10.64% 96,763.94**		**3.27 1.50**
AGENCY									
3134GW3Z7	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025	8,050,000.00	10/28/2020 0.60%	8,050,000.00 8,050,000.00	98.78 4.39%	7,952,058.31 8,452.50	7.52% (97,941.69)	Aa1/AA+ AA+	0.33 0.32
3130ANDF4	FEDERAL HOME LOAN BANKS 0.9 07/29/2026	5,000,000.00	07/29/2021 0.90%	5,010,000.00 5,000,000.00	96.68 4.08%	4,833,892.35 19,000.00	4.57% (166,107.65)	Aa1/AA+ AA+	1.08 1.05
3133EPDJ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027	2,000,000.00	03/27/2023 3.81%	2,045,720.00 2,022,579.85	101.10 3.85%	2,021,974.64 25,763.89	1.91% (605.21)	Aa1/AA+ AA+	2.21 2.06
3130AEB25	FEDERAL HOME LOAN BANKS 3.25 06/09/2028	2,000,000.00	07/24/2023 4.15%	1,921,180.00 1,952,469.02	98.86 3.66%	1,977,290.70 3,972.22	1.87% 24,821.68	Aa1/AA+ AA+	2.94 2.77
3130AXQK7	FEDERAL HOME LOAN BANKS 4.75 12/08/2028	2,000,000.00	01/29/2024 4.05%	2,060,660.00 2,042,947.55	102.89 3.84%	2,057,787.90 6,069.44	1.95% 14,840.35	Aa1/AA+ AA+	3.44 3.15
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029	2,100,000.00	04/29/2024 4.70%	2,104,263.00 2,103,266.12	102.95 3.91%	2,162,039.78 16,902.08	2.04% 58,773.65	Aa1/AA+ AA+	3.83 3.46
Total Agency		**21,150,000.00**	**2.07%**	**21,191,823.00 21,171,262.54**	**99.36 4.10%**	**21,005,043.67 80,160.14**	**19.86% (166,218.87)**		**1.59 1.49**
AGENCY CMBS									
3137FPJG1	FHMS K-099 A2 2.595 09/25/2029	1,140,000.00	06/11/2025 4.29%	1,066,122.66 1,066,843.18	94.30 4.09%	1,075,065.71 2,465.25	1.02% 8,222.53	Aa1/AA+ AAA	4.24 3.84
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	1,500,000.00	06/12/2025 4.23%	1,365,820.31 1,366,952.63	91.55 4.12%	1,373,263.35 2,586.25	1.30% 6,310.72	Aa1/AA+ AAA	4.57 4.24
Total Agency CMBS		**2,640,000.00**	**4.26%**	**2,431,942.97 2,433,795.81**	**92.76 4.10%**	**2,448,329.06 5,051.50**	**2.31% 14,533.26**		**4.43 4.06**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	1,731.14	--	1,731.14 1,731.14	1.00 0.00%	1,731.14 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**1,731.14**		**1,731.14** **1,731.14**	**1.00** **0.00%**	**1,731.14** **0.00**	**0.00%** **0.00**		**0.00** **0.00**
COMMERCIAL PAPER									
62479MBH5	MUFG Bank, Ltd., New York Branch 02/17/2026	2,000,000.00	05/23/2025 4.41%	1,936,898.89 1,945,201.67	97.29 4.34%	1,945,840.00 0.00	1.84% 638.33	P-1/A-1 NA	0.64 0.62
Total Commercial Paper		**2,000,000.00**	**4.41%**	**1,936,898.89** **1,945,201.67**	**97.29** **4.34%**	**1,945,840.00** **0.00**	**1.84%** **638.33**		**0.64** **0.62**
CORPORATE									
89236THP3	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025	5,000,000.00	11/19/2020 0.70%	5,025,000.00 5,001,492.75	98.96 4.39%	4,948,245.05 8,333.33	4.68% (53,247.70)	A1/A+ A+	0.30 0.29
63743HFF4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	495,000.00	10/20/2022 5.50%	494,336.70 494,926.70	100.30 4.50%	496,470.56 4,571.19	0.47% 1,543.85	A2/A- A	0.33 0.33
037833EB2	APPLE INC 0.7 02/08/2026	3,000,000.00	02/08/2021 0.70%	2,999,730.00 2,999,967.17	97.88 4.30%	2,936,348.79 8,341.67	2.78% (63,618.38)	Aaa/AA+ NA	0.61 0.59
713448FQ6	PEPSICO INC 4.55 02/13/2026	195,000.00	02/13/2023 4.57%	194,886.90 194,976.53	100.07 4.43%	195,137.04 3,401.13	0.18% 160.51	A1/A+ NA	0.62 0.51
907818GE2	UNION PACIFIC CORP 4.75 02/21/2026	470,000.00	02/13/2023 4.77%	469,689.80 469,933.49	100.14 4.51%	470,664.38 8,061.81	0.44% 730.89	A3/A- A-	0.65 0.53
61747YET8	MORGAN STANLEY 4.679 07/17/2026	775,000.00	12/28/2022 5.76%	764,390.25 774,817.36	99.98 6.05%	774,880.10 16,519.47	0.73% 62.74	A1/A- A+	1.05 0.04
24422EXD6	JOHN DEERE CAPITAL CORP 5.15 09/08/2026	505,000.00	09/05/2023 5.18%	504,641.45 504,858.02	101.20 4.10%	511,065.81 8,163.47	0.48% 6,207.79	A1/A A+	1.19 1.13
713448FW3	PEPSICO INC 5.125 11/10/2026	380,000.00	11/08/2023 5.13%	379,897.40 379,953.47	101.26 4.16%	384,787.73 2,758.96	0.36% 4,834.26	A1/A+ NA	1.36 1.22
06368LAQ9	BANK OF MONTREAL 4.7 09/14/2027	1,000,000.00	03/30/2023 4.91%	991,550.00 995,821.71	100.91 4.26%	1,009,099.76 13,969.44	0.95% 13,278.05	A2/A- AA-	2.21 1.97
78016FZW7	ROYAL BANK OF CANADA 4.9 01/12/2028	1,000,000.00	03/30/2023 4.95%	997,990.00 998,936.36	101.82 4.13%	1,018,232.04 23,002.78	0.96% 19,295.68	A1/A AA-	2.54 2.31

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	1,250,000.00	06/27/2024 5.30%	1,206,175.00 1,223,405.34	99.13 5.07%	1,239,106.05 21,377.22	1.17% 15,700.71	A1/A- AA-	2.56 1.46
713448FL7	PEPSICO INC 3.6 02/18/2028	1,500,000.00	03/27/2024 4.49%	1,452,735.00 1,468,024.66	99.14 3.95%	1,487,095.97 19,950.00	1.41% 19,071.30	A1/A+ NA	2.64 2.45
857477CU5	STATE STREET CORP 4.536 02/28/2028	1,285,000.00	02/25/2025 4.51%	1,285,000.00 1,285,000.00	101.14 4.08%	1,299,635.96 19,914.93	1.23% 14,635.96	Aa3/A AA-	2.67 2.38
58933YBH7	MERCK & CO INC 4.05 05/17/2028	1,250,000.00	09/26/2024 3.76%	1,261,775.00 1,259,262.15	100.46 3.88%	1,255,745.20 6,187.50	1.19% (3,516.95)	Aa3/A+ NA	2.88 2.61
91324PEU2	UNITEDHEALTH GROUP INC 4.25 01/15/2029	1,000,000.00	05/28/2024 5.05%	967,180.00 974,900.07	99.82 4.30%	998,225.19 19,597.22	0.94% 23,325.12	A2/A+ A	3.54 3.19
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	1,200,000.00	03/27/2024 4.70%	1,194,684.00 1,196,065.56	101.37 4.18%	1,216,410.37 23,153.33	1.15% 20,344.81	A1/A+ NA	3.59 3.22
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	1,250,000.00	02/27/2024 4.84%	1,250,650.00 1,250,473.09	102.48 4.11%	1,280,968.20 21,050.35	1.21% 30,495.11	A1/AA- NA	3.66 3.21
437076DC3	HOME DEPOT INC 4.75 06/25/2029	1,250,000.00	06/27/2024 4.82%	1,245,987.50 1,246,797.48	102.07 4.18%	1,275,915.78 989.58	1.21% 29,118.29	A2/A A	3.99 3.53
532457CQ9	ELI LILLY AND CO 4.2 08/14/2029	705,000.00	08/12/2024 4.25%	703,456.05 703,727.47	100.35 4.10%	707,502.33 11,268.25	0.67% 3,774.86	Aa3/A+ NA	4.12 3.62
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	1,250,000.00	09/26/2024 4.08%	1,280,725.00 1,275,867.22	101.70 4.19%	1,271,304.46 21,958.33	1.20% (4,562.76)	A2/A A	4.13 3.59
40139LBJ1	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029	1,300,000.00	11/26/2024 4.67%	1,272,336.00 1,275,723.43	99.55 4.29%	1,294,179.81 14,336.29	1.22% 18,456.38	Aa1/AA+ NA	4.24 3.80
64952WFK4	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029	830,000.00	12/02/2024 4.61%	829,526.90 829,580.79	101.11 4.32%	839,253.74 2,757.44	0.79% 9,672.95	Aa1/AA+ AAA	4.43 3.96
14913UAX8	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030	960,000.00	01/06/2025 4.84%	958,147.20 958,323.75	102.40 4.21%	983,058.42 22,144.00	0.93% 24,734.67	A2/A A+	4.53 3.95
59217GFT1	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030	820,000.00	01/02/2025 4.95%	818,310.80 818,470.84	102.02 4.40%	836,530.63 19,197.11	0.79% 18,059.80	Aa3/AA- AA-	4.53 3.94
57629TBV8	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030	1,200,000.00	-- 4.90%	1,202,338.00 1,202,352.88	102.11 4.43%	1,225,309.74 28,215.00	1.16% 22,956.86	Aa3/AA+ AA+	4.53 3.94
Total Corporate		**29,870,000.00**	**3.69%**	**29,751,138.95** **29,783,658.30**	**100.31** **4.32%**	**29,955,173.11** **349,219.80**	**28.32%** **171,514.81**		**2.46** **2.14**
MONEY MARKET FUND									

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
31846V203	FIRST AMER:GVT OBLG Y	291,001.23	-- 3.96%	291,001.23 291,001.23	1.00 3.96%	291,001.23 0.00	0.28% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**291,001.23**	**3.96%**	**291,001.23** **291,001.23**	**1.00** **3.96%**	**291,001.23** **0.00**	**0.28%** **0.00**		**0.00** **0.00**
SUPRANATIONAL									
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	2,000,000.00	07/24/2023 4.19%	1,938,380.00 1,962,375.43	99.26 3.76%	1,985,110.48 32,861.11	1.88% 22,735.05	Aaa/AAA NA	3.03 2.80
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	635,000.00	03/14/2025 4.20%	632,733.05 632,860.92	101.23 3.84%	642,779.35 7,348.80	0.61% 9,918.42	Aaa/AAA NA	4.72 4.21
Total Supranational		**2,635,000.00**	**4.20%**	**2,571,113.05** **2,595,236.36**	**99.74** **3.78%**	**2,627,889.83** **40,209.91**	**2.48%** **32,653.47**		**3.45** **3.15**
US TREASURY									
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	3,000,000.00	09/30/2021 1.01%	2,980,546.88 2,995,142.05	96.33 3.92%	2,889,843.75 6,598.36	2.73% (105,298.30)	Aa1/AA+ AA+	1.25 1.22
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	1,000,000.00	-- 3.68%	998,446.60 998,648.65	99.83 3.69%	998,281.25 9,112.02	0.94% (367.40)	Aa1/AA+ AA+	2.75 2.57
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	2,000,000.00	12/28/2023 3.86%	1,935,078.13 1,955,104.51	98.13 3.72%	1,962,656.24 7,982.34	1.86% 7,551.73	Aa1/AA+ AA+	3.38 3.15
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	2,200,000.00	03/27/2024 4.18%	2,206,617.19 2,204,924.25	101.76 3.73%	2,238,757.82 31,251.36	2.12% 33,833.57	Aa1/AA+ AA+	3.67 3.33
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	2,200,000.00	05/28/2024 4.53%	2,161,156.25 2,169,905.44	101.35 3.73%	2,229,734.36 22,811.48	2.11% 59,828.93	Aa1/AA+ AA+	3.75 3.42
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	2,000,000.00	-- 4.13%	2,042,382.82 2,034,514.06	103.13 3.74%	2,062,500.00 15,584.24	1.95% 27,985.94	Aa1/AA+ AA+	3.83 3.47
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	2,200,000.00	06/13/2024 4.25%	2,224,578.13 2,219,396.65	102.73 3.74%	2,259,984.36 8,385.25	2.14% 40,587.72	Aa1/AA+ AA+	3.92 3.56
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	2,000,000.00	09/26/2024 3.56%	2,038,515.62 2,032,481.22	100.93 3.75%	2,018,671.88 33,370.17	1.91% (13,809.34)	Aa1/AA+ AA+	4.08 3.68
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	2,000,000.00	10/30/2024 4.10%	1,915,156.25 1,926,837.29	97.59 3.76%	1,951,718.76 20,889.95	1.85% 24,881.47	Aa1/AA+ AA+	4.17 3.82

City of Orange | Account #10888 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CFL0	UNITED STATES TREASURY 3.875 09/30/2029	2,200,000.00	10/30/2024 4.10%	2,177,828.13 2,180,829.67	100.46 3.76%	2,210,140.64 21,428.96	2.09% 29,310.97	Aa1/AA+ AA+	4.25 3.85
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	2,500,000.00	04/29/2025 3.77%	2,523,535.16 2,522,648.12	100.95 3.76%	2,523,828.13 16,847.83	2.39% 1,180.00	Aa1/AA+ AA+	4.34 3.92
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	2,400,000.00	12/27/2024 4.45%	2,366,062.50 2,369,520.50	101.47 3.76%	2,435,251.20 8,385.25	2.30% 65,730.70	Aa1/AA+ AA+	4.42 4.00
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	2,500,000.00	04/29/2025 3.78%	2,550,488.28 2,548,686.17	101.97 3.78%	2,549,316.40 44,319.75	2.41% 630.23	Aa1/AA+ AA+	4.59 4.07
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	2,700,000.00	-- 4.02%	2,697,195.31 2,697,332.75	100.97 3.77%	2,726,261.71 36,097.83	2.58% 28,928.96	Aa1/AA+ AA+	4.67 4.17
91282CGS4	UNITED STATES TREASURY 3.625 03/31/2030	2,500,000.00	04/29/2025 3.80%	2,480,664.06 2,481,331.56	99.29 3.79%	2,482,128.90 22,780.05	2.35% 797.34	Aa1/AA+ AA+	4.75 4.28
91282CMZ1	UNITED STATES TREASURY 3.875 04/30/2030	2,700,000.00	05/29/2025 4.03%	2,681,542.97 2,681,871.83	100.39 3.78%	2,710,546.88 17,627.04	2.56% 28,675.05	Aa1/AA+ AA+	4.83 4.34
Total US Treasury		**36,100,000.00**	**3.79%**	**35,979,794.28** **36,019,174.69**	**100.45** **3.77%**	**36,249,622.27** **323,471.85**	**34.27%** **230,447.58**		**3.95** **3.58**
Total Portfolio		**105,846,920.85**	**3.57%**	**105,313,878.94** **105,399,801.80**	**99.71** **4.06%**	**105,780,134.31** **817,770.17**	**100.00%** **380,332.52**		**2.91** **2.47**
Total Market Value + Accrued						**106,597,904.48**			

TRANSACTION LEDGER

City of Orange | Account #10888 | As of June 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	06/02/2025	31846V203	99,000.00	FIRST AMER:GVT OBLG Y	1.000	3.94%	(99,000.00)	0.00	(99,000.00)	0.00
Purchase	06/03/2025	31846V203	1,213.78	FIRST AMER:GVT OBLG Y	1.000	3.93%	(1,213.78)	0.00	(1,213.78)	0.00
Purchase	06/05/2025	31846V203	19,090.00	FIRST AMER:GVT OBLG Y	1.000	3.90%	(19,090.00)	0.00	(19,090.00)	0.00
Purchase	06/09/2025	31846V203	80,000.00	FIRST AMER:GVT OBLG Y	1.000	3.89%	(80,000.00)	0.00	(80,000.00)	0.00
Purchase	06/12/2025	31846V203	824,326.24	FIRST AMER:GVT OBLG Y	1.000	3.89%	(824,326.24)	0.00	(824,326.24)	0.00
Purchase	06/13/2025	57629TBV8	200,000.00	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030	101.409	4.60%	(202,818.00)	(4,207.50)	(207,025.50)	0.00
Purchase	06/13/2025	31846V203	1,523,328.90	FIRST AMER:GVT OBLG Y	1.000	3.89%	(1,523,328.90)	0.00	(1,523,328.90)	0.00
Purchase	06/16/2025	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029	93.520	4.29%	(1,066,122.66)	(1,232.63)	(1,067,355.29)	0.00
Purchase	06/17/2025	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030	91.055	4.23%	(1,365,820.31)	(1,379.33)	(1,367,199.64)	0.00
Purchase	06/20/2025	31846V203	2,631.59	FIRST AMER:GVT OBLG Y	1.000	3.90%	(2,631.59)	0.00	(2,631.59)	0.00
Purchase	06/20/2025	31846V203	1,669.83	FIRST AMER:GVT OBLG Y	1.000	3.90%	(1,669.83)	0.00	(1,669.83)	0.00
Purchase	06/23/2025	31846V203	20,458.94	FIRST AMER:GVT OBLG Y	1.000	3.89%	(20,458.94)	0.00	(20,458.94)	0.00
Purchase	06/25/2025	31846V203	45,908.44	FIRST AMER:GVT OBLG Y	1.000		(45,908.44)	0.00	(45,908.44)	0.00
Total Purchase			**5,457,627.72**				**(5,252,388.69)**	**(6,819.46)**	**(5,259,208.15)**	**0.00**
TOTAL ACQUISITIONS			**5,457,627.72**				**(5,252,388.69)**	**(6,819.46)**	**(5,259,208.15)**	**0.00**
DISPOSITIONS										
Sale	06/05/2025	31846V203	(6,446.90)	FIRST AMER:GVT OBLG Y	1.000	3.90%	6,446.90	0.00	6,446.90	0.00
Sale	06/12/2025	91282CGT2	(825,000.00)	UNITED STATES TREASURY 3.625 03/31/2028	99.195	3.68%	818,361.33	(5,964.91)	824,326.24	(5,502.71)
Sale	06/13/2025	4581X0EK0	(1,720,000.00)	INTER-AMERICAN DEVELOPMENT BANK 4.5 05/15/2026	100.252	4.53%	1,724,334.40	(6,020.00)	1,730,354.40	4,760.64
Sale	06/16/2025	31846V203	(1,024,427.42)	FIRST AMER:GVT OBLG Y	1.000	3.89%	1,024,427.42	0.00	1,024,427.42	0.00
Sale	06/17/2025	31846V203	(1,367,199.64)	FIRST AMER:GVT OBLG Y	1.000	3.91%	1,367,199.64	0.00	1,367,199.64	0.00
Total Sale			**(4,943,073.96)**				**4,940,769.69**	**(11,984.91)**	**4,952,754.60**	**(742.07)**

TRANSACTION LEDGER

City of Orange | Account #10888 | As of June 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
TOTAL DISPOSITIONS			**(4,943,073.96)**				**4,940,769.69**	**(11,984.91)**	**4,952,754.60**	**(742.07)**
OTHER TRANSACTIONS										
Coupon	06/05/2025	64952WFK4	0.00	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029		4.61%	19,090.00	0.00	19,090.00	0.00
Coupon	06/08/2025	3130AXQK7	0.00	FEDERAL HOME LOAN BANKS 4.75 12/08/2028		4.05%	47,500.00	0.00	47,500.00	0.00
Coupon	06/09/2025	3130AEB25	0.00	FEDERAL HOME LOAN BANKS 3.25 06/09/2028		4.15%	32,500.00	0.00	32,500.00	0.00
Coupon	06/15/2025	47786WAD2	0.00	JDOT 2024-B A3 5.2 03/15/2029		5.81%	2,210.00	0.00	2,210.00	0.00
Coupon	06/15/2025	44934QAD3	0.00	HART 2024-B A3 4.84 03/15/2029		5.45%	1,149.50	0.00	1,149.50	0.00
Coupon	06/15/2025	02582JKD1	0.00	AMXCA 2023-3 A 5.23 09/15/2026		5.29%	4,598.04	0.00	4,598.04	0.00
Coupon	06/15/2025	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.23%	4,558.00	0.00	4,558.00	0.00
Coupon	06/15/2025	47800DAD6	0.00	JDOT 2025 A3 4.23 09/17/2029		5.09%	1,762.50	0.00	1,762.50	0.00
Coupon	06/15/2025	05522RDJ4	0.00	BACCT 2024-1 A 4.93 05/15/2029		4.93%	2,074.71	0.00	2,074.71	0.00
Coupon	06/15/2025	02582JJZ4	0.00	AMXCA 2023-1 A 4.87 05/15/2026		4.92%	1,420.42	0.00	1,420.42	0.00
Coupon	06/15/2025	44935CAD3	0.00	HART 2025-A A3 4.32 10/15/2029		4.84%	2,286.00	0.00	2,286.00	0.00
Coupon	06/15/2025	58768YAD7	0.00	MBALT 2025-A A3 4.61 04/16/2029		4.66%	1,628.87	0.00	1,628.87	0.00
Coupon	06/15/2025	44935DAD1	0.00	HALST 2025-B A3 4.53 04/17/2028		4.53%	1,245.75	0.00	1,245.75	0.00
Coupon	06/15/2025	92970QAE5	0.00	WFCIT 2024-2 A 4.29 10/15/2029		4.29%	2,002.00	0.00	2,002.00	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	06/15/2025	47800CAC0	0.00	JDOT 2023 A3 5.01 11/15/2027		3.39%	1,236.15	0.00	1,236.15	0.00
Coupon	06/20/2025	362962AD4	0.00	GMALT 2025-2 A3 4.58 05/22/2028		4.80%	2,631.59	0.00	2,631.59	0.00
Coupon	06/20/2025	36271VAD9	0.00	GMALT 2025-1 A3 4.66 02/21/2028		4.66%	1,669.83	0.00	1,669.83	0.00
Coupon	06/21/2025	438123AC5	0.00	HAROT 2023-4 A3 5.67 06/21/2028		5.74%	1,559.25	0.00	1,559.25	0.00
Coupon	06/21/2025	43815JAC7	0.00	HAROT 2023-1 A3 5.04 04/21/2027		5.09%	545.28	0.00	545.28	0.00
Coupon	06/21/2025	43813YAC6	0.00	HAROT 2024-3 A3 4.57 03/21/2029		4.66%	2,399.25	0.00	2,399.25	0.00
Coupon	06/21/2025	43814VAC1	0.00	HAROT 2025-1 A3 4.57 09/21/2029		4.57%	3,027.62	0.00	3,027.62	0.00
Coupon	06/25/2025	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	704.98	0.00	704.98	0.00
Coupon	06/25/2025	096919AD7	0.00	BMWOT 2024-A A3 5.18 02/26/2029		5.18%	1,942.50	0.00	1,942.50	0.00
Coupon	06/25/2025	437076DC3	0.00	HOME DEPOT INC 4.75 06/25/2029		4.82%	29,687.50	0.00	29,687.50	0.00
Coupon	06/25/2025	096924AD7	0.00	BMWOT 2025-A A3 4.56 09/25/2029		4.56%	2,584.00	0.00	2,584.00	0.00
Total Coupon			**0.00**				**172,013.74**	**0.00**	**172,013.74**	**0.00**
Custody Fee	06/25/2025	CCYUSD	(708.32)	Cash		0.00%	(708.32)	0.00	(708.32)	0.00
Total Custody Fee			**(708.32)**				**(708.32)**	**0.00**	**(708.32)**	**0.00**
Management Fee	06/05/2025	CCYUSD	(6,446.90)	Cash		0.00%	(6,446.90)	0.00	(6,446.90)	0.00
Total Management Fee			**(6,446.90)**				**(6,446.90)**	**0.00**	**(6,446.90)**	**0.00**
Principal Paydown	06/15/2025	47800CAC0	16,755.93	JDOT 2023 A3 5.01 11/15/2027		3.39%	16,755.93	--	16,755.93	(0.00)
Principal Paydown	06/21/2025	43815JAC7	12,927.54	HAROT 2023-1 A3 5.04 04/21/2027		5.09%	12,927.54	--	12,927.54	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Principal Paydown	06/25/2025	05592XAD2	11,697.78	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	11,697.78	--	11,697.78	(0.00)
Total Principal Paydown			**41,381.25**				**41,381.25**	**--**	**41,381.25**	**0.00**
TOTAL OTHER TRANSACTIONS			**34,226.03**				**206,239.77**	**0.00**	**206,239.77**	**0.00**

INCOME EARNED

City of Orange | Account #10888 | As of June 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V203	FIRST AMER:GVT OBLG Y	291,001.23	71,447.47 2,617,627.72 (2,398,073.96) 291,001.23	0.00 1,213.78 0.00 1,213.78	0.00 0.00 0.00 1,213.78	1,213.78
CCYUSD	Receivable	1,731.14	100,213.78 0.00 0.00 1,731.14	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**292,732.37**	**171,661.25** **2,617,627.72** **(2,398,073.96)** **292,732.37**	**0.00** **1,213.78** **0.00** **1,213.78**	**0.00** **0.00** **0.00** **1,213.78**	**1,213.78**
FIXED INCOME						
02582JJZ4	AMXCA 2023-1 A 4.87 05/15/2026	06/07/2023 06/14/2023 350,000.00	349,986.92 0.00 0.00 349,988.04	757.56 1,420.42 757.56 1,420.42	1.13 0.00 1.13 1,421.55	1,421.55
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	09/12/2023 09/19/2023 1,055,000.00	1,054,968.90 0.00 0.00 1,054,980.95	2,452.29 4,598.04 2,452.29 4,598.04	12.05 0.00 12.05 4,610.09	4,610.09
037833EB2	APPLE INC 0.7 02/08/2026	02/08/2021 02/08/2021 3,000,000.00	2,999,962.74 0.00 0.00 2,999,967.17	6,591.67 0.00 8,341.67 1,750.00	4.44 0.00 4.44 1,754.44	1,754.44
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	06/06/2024 06/13/2024 505,000.00	504,977.32 0.00 0.00 504,977.79	1,106.51 2,074.71 1,106.51 2,074.71	0.47 0.00 0.47 2,075.18	2,075.18
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/11/2023 07/18/2023 142,959.30	154,640.81 0.00 (11,697.78) 142,944.71	141.00 704.98 130.33 694.32	1.68 0.00 1.68 696.00	696.00

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	06/27/2024 06/28/2024 1,250,000.00	1,222,000.69 0.00 0.00 1,223,405.34	17,393.89 0.00 21,377.22 3,983.33	1,404.65 0.00 1,404.65 5,387.98	5,387.98
06368LAQ9	BANK OF MONTREAL 4.7 09/14/2027	03/30/2023 03/31/2023 1,000,000.00	995,666.00 0.00 0.00 995,821.71	10,052.78 0.00 13,969.44 3,916.67	155.71 0.00 155.71 4,072.38	4,072.38
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	06/04/2024 06/11/2024 450,000.00	449,945.75 0.00 0.00 449,946.94	388.50 1,942.50 388.50 1,942.50	1.19 0.00 1.19 1,943.69	1,943.69
096924AD7	BMWOT 2025-A A3 4.56 09/25/2029	02/04/2025 02/12/2025 680,000.00	679,937.35 0.00 0.00 679,938.54	516.80 2,584.00 516.80 2,584.00	1.19 0.00 1.19 2,585.19	2,585.19
14913UAX8	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030	01/06/2025 01/08/2025 960,000.00	958,293.31 0.00 0.00 958,323.75	18,304.00 0.00 22,144.00 3,840.00	30.44 0.00 30.44 3,870.44	3,870.44
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	09/07/2023 09/15/2023 1,060,000.00	1,059,806.69 0.00 0.00 1,059,811.51	2,430.93 4,558.00 2,430.93 4,558.00	4.82 0.00 4.82 4,562.82	4,562.82
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	09/26/2024 09/27/2024 1,250,000.00	1,276,393.34 0.00 0.00 1,275,867.22	17,114.58 0.00 21,958.33 4,843.75	0.00 (526.11) (526.11) 4,317.64	4,317.64
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	02/27/2024 02/29/2024 1,250,000.00	1,250,483.97 0.00 0.00 1,250,473.09	15,998.26 0.00 21,050.35 5,052.08	0.00 (10.88) (10.88) 5,041.21	5,041.21
24422EXD6	JOHN DEERE CAPITAL CORP 5.15 09/08/2026	09/05/2023 09/08/2023 505,000.00	504,848.21 0.00 0.00 504,858.02	5,996.17 0.00 8,163.47 2,167.29	9.81 0.00 9.81 2,177.11	2,177.11

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
3130AEB25	FEDERAL HOME LOAN BANKS 3.25 06/09/2028	07/24/2023 07/25/2023 2,000,000.00	1,951,141.34 0.00 0.00 1,952,469.02	31,055.56 32,500.00 3,972.22 5,416.67	1,327.68 0.00 1,327.68 6,744.35	6,744.35
3130ANDF4	FEDERAL HOME LOAN BANKS 0.9 07/29/2026	07/29/2021 07/29/2021 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	15,250.00 0.00 19,000.00 3,750.00	0.00 0.00 0.00 3,750.00	3,750.00
3130AXQK7	FEDERAL HOME LOAN BANKS 4.75 12/08/2028	01/29/2024 01/30/2024 2,000,000.00	2,043,973.37 0.00 0.00 2,042,947.55	45,652.78 47,500.00 6,069.44 7,916.67	0.00 (1,025.82) (1,025.82) 6,890.85	6,890.85
3133EPDJ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027	03/27/2023 03/28/2023 2,000,000.00	2,023,420.29 0.00 0.00 2,022,579.85	18,472.22 0.00 25,763.89 7,291.67	0.00 (840.44) (840.44) 6,451.23	6,451.23
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029	04/29/2024 04/30/2024 2,100,000.00	2,103,336.16 0.00 0.00 2,103,266.12	8,589.58 0.00 16,902.08 8,312.50	0.00 (70.04) (70.04) 8,242.46	8,242.46
3134GW3Z7	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025	10/28/2020 10/28/2020 8,050,000.00	8,050,000.00 0.00 0.00 8,050,000.00	4,427.50 0.00 8,452.50 4,025.00	0.00 0.00 0.00 4,025.00	4,025.00
3137FPJG1	FHMS K-099 A2 2.595 09/25/2029	06/11/2025 06/16/2025 1,140,000.00	0.00 1,066,122.66 0.00 1,066,843.18	0.00 (1,232.63) 2,465.25 1,232.62	720.52 0.00 720.52 1,953.14	1,953.14
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	06/12/2025 06/17/2025 1,500,000.00	0.00 1,365,820.31 0.00 1,366,952.63	0.00 (1,379.33) 2,586.25 1,206.92	1,132.32 0.00 1,132.32 2,339.24	2,339.24
36271VAD9	GMALT 2025-1 A3 4.66 02/21/2028	02/05/2025 02/12/2025 430,000.00	429,954.27 0.00 0.00 429,955.65	612.27 1,669.83 612.27 1,669.83	1.38 0.00 1.38 1,671.21	1,671.21

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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
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	05/29/2025 05/29/2025 985,000.00	985,556.12 0.00 0.00 985,533.75	250.63 2,631.59 1,378.45 3,759.42	0.22 (22.60) (22.37) 3,737.04	3,737.04
40139LBJ1	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029	11/26/2024 11/27/2024 1,300,000.00	1,275,252.95 0.00 0.00 1,275,723.43	9,809.04 0.00 14,336.29 4,527.25	470.48 0.00 470.48 4,997.73	4,997.73
437076DC3	HOME DEPOT INC 4.75 06/25/2029	06/27/2024 06/28/2024 1,250,000.00	1,246,731.45 0.00 0.00 1,246,797.48	25,729.17 29,687.50 989.58 4,947.92	66.03 0.00 66.03 5,013.95	5,013.95
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	11/01/2023 11/08/2023 330,000.00	329,961.56 0.00 0.00 329,962.59	519.75 1,559.25 519.75 1,559.25	1.03 0.00 1.03 1,560.28	1,560.28
43813YAC6	HAROT 2024-3 A3 4.57 03/21/2029	08/09/2024 08/21/2024 630,000.00	629,917.83 0.00 0.00 629,919.61	799.75 2,399.25 799.75 2,399.25	1.77 0.00 1.77 2,401.02	2,401.02
43814VAC1	HAROT 2025-1 A3 4.57 09/21/2029	02/04/2025 02/11/2025 795,000.00	794,977.11 0.00 0.00 794,977.55	1,009.21 3,027.62 1,009.21 3,027.62	0.44 0.00 0.44 3,028.06	3,028.06
43815JAC7	HAROT 2023-1 A3 5.04 04/21/2027	02/16/2023 02/24/2023 116,900.53	129,817.11 0.00 (12,927.54) 116,891.10	181.76 545.28 163.66 527.18	1.52 0.00 1.52 528.70	528.70
44934QAD3	HART 2024-B A3 4.84 03/15/2029	07/16/2024 07/24/2024 285,000.00	284,964.91 0.00 0.00 284,965.67	613.07 1,149.50 613.07 1,149.50	0.76 0.00 0.76 1,150.26	1,150.26
44935CAD3	HART 2025-A A3 4.32 10/15/2029	03/04/2025 03/12/2025 635,000.00	634,910.86 0.00 0.00 634,912.54	1,219.20 2,286.00 1,219.20 2,286.00	1.67 0.00 1.67 2,287.67	2,287.67

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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
44935DAD1	HALST 2025-B A3 4.53 04/17/2028	04/24/2025 04/30/2025 330,000.00	329,971.08 0.00 0.00 329,971.91	664.40 1,245.75 664.40 1,245.75	0.83 0.00 0.83 1,246.58	1,246.58
4581X0EK0	INTER-AMERICAN DEVELOPMENT BANK 4.5 05/15/2026	06/27/2023 07/06/2023 0.00	1,719,558.53 0.00 (1,719,573.76) 0.00	3,440.00 6,020.00 0.00 2,580.00	15.22 0.00 15.22 2,595.22	2,595.22
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	07/24/2023 07/26/2023 2,000,000.00	1,961,355.80 0.00 0.00 1,962,375.43	27,027.78 0.00 32,861.11 5,833.33	1,019.64 0.00 1,019.64 6,852.97	6,852.97
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	03/14/2025 03/20/2025 635,000.00	632,823.68 0.00 0.00 632,860.92	5,165.99 0.00 7,348.80 2,182.81	37.24 0.00 37.24 2,220.06	2,220.06
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	06/11/2024 06/18/2024 510,000.00	509,920.34 0.00 0.00 509,922.07	1,178.67 2,210.00 1,178.67 2,210.00	1.73 0.00 1.73 2,211.73	2,211.73
47800CAC0	JDOT 2023 A3 5.01 11/15/2027	02/22/2023 03/02/2023 279,328.65	296,056.43 0.00 (16,755.93) 279,302.98	659.28 1,236.15 621.97 1,198.84	2.48 0.00 2.48 1,201.32	1,201.32
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	03/04/2025 03/11/2025 500,000.00	499,970.11 0.00 0.00 499,970.68	940.00 1,762.50 940.00 1,762.50	0.57 0.00 0.57 1,763.07	1,763.07
532457CQ9	ELI LILLY AND CO 4.2 08/14/2029	08/12/2024 08/14/2024 705,000.00	703,702.10 0.00 0.00 703,727.47	8,800.75 0.00 11,268.25 2,467.50	25.37 0.00 25.37 2,492.87	2,492.87
57629TBV8	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030	1,200,000.00	999,557.33 202,818.00 0.00 1,202,352.88	19,387.50 (4,207.50) 28,215.00 4,620.00	7.89 (30.34) (22.45) 4,597.55	4,597.55

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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
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	05/14/2025 05/21/2025 530,000.00	529,935.89 0.00 0.00 529,937.25	678.69 1,628.87 1,085.91 2,036.09	1.36 0.00 1.36 2,037.45	2,037.45
58933YBH7	MERCK & CO INC 4.05 05/17/2028	09/26/2024 09/27/2024 1,250,000.00	1,259,534.30 0.00 0.00 1,259,262.15	1,968.75 0.00 6,187.50 4,218.75	0.00 (272.15) (272.15) 3,946.60	3,946.60
59217GFT1	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030	01/02/2025 01/09/2025 820,000.00	818,443.09 0.00 0.00 818,470.84	15,848.78 0.00 19,197.11 3,348.33	27.75 0.00 27.75 3,376.09	3,376.09
61747YET8	MORGAN STANLEY 4.679 07/17/2026	12/28/2022 12/30/2022 775,000.00	774,474.90 0.00 0.00 774,817.36	13,497.62 0.00 16,519.47 3,021.85	342.46 0.00 342.46 3,364.31	3,364.31
62479MBH5	MUFG Bank, Ltd., New York Branch 02/17/2026	05/23/2025 05/27/2025 2,000,000.00	1,938,085.00 0.00 0.00 1,945,201.67	0.00 0.00 0.00 0.00	7,116.67 0.00 7,116.67 7,116.67	7,116.67
63743HFF4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	10/20/2022 10/31/2022 495,000.00	494,908.53 0.00 0.00 494,926.70	2,323.06 0.00 4,571.19 2,248.13	18.17 0.00 18.17 2,266.30	2,266.30
64952WFK4	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029	12/02/2024 12/05/2024 830,000.00	829,573.02 0.00 0.00 829,580.79	18,665.78 19,090.00 2,757.44 3,181.67	7.77 0.00 7.77 3,189.44	3,189.44
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	03/27/2024 03/28/2024 1,200,000.00	1,195,975.46 0.00 0.00 1,196,065.56	18,553.33 0.00 23,153.33 4,600.00	90.10 0.00 90.10 4,690.10	4,690.10
713448FL7	PEPSICO INC 3.6 02/18/2028	03/27/2024 03/28/2024 1,500,000.00	1,467,027.51 0.00 0.00 1,468,024.66	15,450.00 0.00 19,950.00 4,500.00	997.15 0.00 997.15 5,497.15	5,497.15

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
713448FQ6	PEPSICO INC 4.55 02/13/2026	02/13/2023 02/15/2023 195,000.00	194,973.43 0.00 0.00 194,976.53	2,661.75 0.00 3,401.13 739.38	3.10 0.00 3.10 742.48	742.48
713448FW3	PEPSICO INC 5.125 11/10/2026	11/08/2023 11/10/2023 380,000.00	379,950.67 0.00 0.00 379,953.47	1,136.04 0.00 2,758.96 1,622.92	2.81 0.00 2.81 1,625.73	1,625.73
78016FZW7	ROYAL BANK OF CANADA 4.9 01/12/2028	03/30/2023 03/31/2023 1,000,000.00	998,901.86 0.00 0.00 998,936.36	18,919.44 0.00 23,002.78 4,083.33	34.50 0.00 34.50 4,117.83	4,117.83
857477CU5	STATE STREET CORP 4.536 02/28/2028	02/25/2025 02/28/2025 1,285,000.00	1,285,000.00 0.00 0.00 1,285,000.00	15,057.63 0.00 19,914.93 4,857.30	0.00 0.00 0.00 4,857.30	4,857.30
89236THP3	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025	11/19/2020 11/19/2020 5,000,000.00	5,001,911.27 0.00 0.00 5,001,492.75	5,000.00 0.00 8,333.33 3,333.33	0.00 (418.53) (418.53) 2,914.81	2,914.81
907818GE2	UNION PACIFIC CORP 4.75 02/21/2026	02/13/2023 02/21/2023 470,000.00	469,925.00 0.00 0.00 469,933.49	6,201.39 0.00 8,061.81 1,860.42	8.49 0.00 8.49 1,868.91	1,868.91
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	12/28/2023 12/29/2023 2,000,000.00	1,954,012.16 0.00 0.00 1,955,104.51	2,887.23 0.00 7,982.34 5,095.11	1,092.35 0.00 1,092.35 6,187.46	6,187.46
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	09/30/2021 09/30/2021 3,000,000.00	2,994,822.44 0.00 0.00 2,995,142.05	4,446.72 0.00 6,598.36 2,151.64	319.60 0.00 319.60 2,471.24	2,471.24
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	10/30/2024 10/31/2024 2,000,000.00	1,925,395.18 0.00 0.00 1,926,837.29	15,794.84 0.00 20,889.95 5,095.11	1,442.10 0.00 1,442.10 6,537.21	6,537.21

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91282CFL0	UNITED STATES TREASURY 3.875 09/30/2029	10/30/2024 10/31/2024 2,200,000.00	2,180,459.11 0.00 0.00 2,180,829.67	14,441.26 0.00 21,428.96 6,987.70	370.56 0.00 370.56 7,358.27	7,358.27
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	04/29/2025 04/30/2025 2,500,000.00	2,523,077.33 0.00 0.00 2,522,648.12	8,695.65 0.00 16,847.83 8,152.17	0.00 (429.21) (429.21) 7,722.96	7,722.96
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	2,700,000.00	2,697,285.77 0.00 0.00 2,697,332.75	27,293.48 0.00 36,097.83 8,804.35	46.99 0.00 46.99 8,851.33	8,851.33
91282CGS4	UNITED STATES TREASURY 3.625 03/31/2030	04/29/2025 04/30/2025 2,500,000.00	2,481,008.58 0.00 0.00 2,481,331.56	15,351.78 0.00 22,780.05 7,428.28	322.98 0.00 322.98 7,751.26	7,751.26
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	1,000,000.00	1,822,460.10 0.00 (823,864.04) 998,648.65	11,206.80 5,964.91 9,112.02 3,870.14	109.40 (56.80) 52.59 3,922.73	3,922.73
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	03/27/2024 03/28/2024 2,200,000.00	2,205,034.66 0.00 0.00 2,204,924.25	23,629.08 0.00 31,251.36 7,622.28	0.00 (110.41) (110.41) 7,511.87	7,511.87
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	05/28/2024 05/29/2024 2,200,000.00	2,169,245.95 0.00 0.00 2,169,905.44	15,372.95 0.00 22,811.48 7,438.52	659.49 0.00 659.49 8,098.01	8,098.01
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	2,000,000.00	2,035,254.18 0.00 0.00 2,034,514.06	8,043.48 0.00 15,584.24 7,540.76	0.00 (740.12) (740.12) 6,800.65	6,800.65
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	06/13/2024 06/14/2024 2,200,000.00	2,219,803.57 0.00 0.00 2,219,396.65	270.49 49,500.00 8,385.25 57,614.75	0.00 (406.92) (406.92) 57,207.83	57,207.83

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
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	09/26/2024 09/27/2024 2,000,000.00	2,033,134.76 0.00 0.00 2,032,481.22	26,740.33 0.00 33,370.17 6,629.83	0.00 (653.55) (653.55) 5,976.29	5,976.29
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	12/27/2024 12/30/2024 2,400,000.00	2,368,953.61 0.00 0.00 2,369,520.50	270.49 49,500.00 8,385.25 57,614.75	566.88 0.00 566.88 58,181.64	58,181.64
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	04/29/2025 04/30/2025 2,500,000.00	2,549,558.16 0.00 0.00 2,548,686.17	35,514.50 0.00 44,319.75 8,805.25	0.00 (871.99) (871.99) 7,933.26	7,933.26
91282CMZ1	UNITED STATES TREASURY 3.875 04/30/2030	05/29/2025 05/30/2025 2,700,000.00	2,681,563.52 0.00 0.00 2,681,871.83	9,097.83 0.00 17,627.04 8,529.21	308.30 0.00 308.30 8,837.51	8,837.51
91324PEU2	UNITEDHEALTH GROUP INC 4.25 01/15/2029	05/28/2024 05/29/2024 1,000,000.00	974,318.16 0.00 0.00 974,900.07	16,055.56 0.00 19,597.22 3,541.67	581.91 0.00 581.91 4,123.58	4,123.58
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	10/17/2024 10/24/2024 560,000.00	559,926.86 0.00 0.00 559,928.23	1,067.73 2,002.00 1,067.73 2,002.00	1.37 0.00 1.37 2,003.37	2,003.37
Total Fixed Income		**105,554,188.48**	**105,042,676.74 2,634,760.97 (2,584,819.04) 105,107,069.43**	**702,843.24 276,179.19 817,770.17 391,106.12**	**20,936.65 (6,485.89) 14,450.76 405,556.88**	**405,556.88**
TOTAL PORTFOLIO		**105,846,920.85**	**105,214,337.99 5,252,388.69 (4,982,893.00) 105,399,801.80**	**702,843.24 277,392.97 817,770.17 392,319.90**	**20,936.65 (6,485.89) 14,450.76 406,770.66**	**406,770.66**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
JULY 2025							
07/01/2025	Dividend	31846V203	291,001.23	FIRST AMER:GVT OBLG Y	1,731.14		1,731.14
07/08/2025	Coupon	14913UAX8	960,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030		23,040.00	23,040.00
07/09/2025	Coupon	59217GFT1	820,000.00	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030		20,090.00	20,090.00
07/10/2025	Coupon	57629TBV8	1,200,000.00	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030		29,700.00	29,700.00
07/14/2025	Coupon	459058KT9	2,000,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		35,000.00	35,000.00
07/14/2025	Coupon	78016FZW7	1,000,000.00	ROYAL BANK OF CANADA 4.9 01/12/2028		24,500.00	24,500.00
07/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
07/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
07/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
07/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
07/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
07/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
07/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
07/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
07/15/2025	Coupon	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027		1,156.17	1,156.17
07/15/2025	Principal Paydown	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027	20,400.03		20,400.03
07/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
07/15/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
07/15/2025	Coupon	91324PEU2	1,000,000.00	UNITEDHEALTH GROUP INC 4.25 01/15/2029		21,250.00	21,250.00
07/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
07/17/2025	Coupon	61747YET8	775,000.00	MORGAN STANLEY 4.679 07/17/2026		18,131.13	18,131.13
07/17/2025	Effective Maturity	61747YET8	775,000.00	MORGAN STANLEY 4.679 07/17/2026	775,000.00		775,000.00
07/21/2025	Coupon	06051GGF0	1,250,000.00	BANK OF AMERICA CORP 3.824 01/20/2028		23,900.00	23,900.00
07/21/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
07/21/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79
07/21/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,559.25	1,559.25
07/21/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/21/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
07/21/2025	Coupon	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027		509.89	509.89
07/21/2025	Principal Paydown	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027	12,340.95		12,340.95
07/25/2025	Coupon	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028		651.66	651.66
07/25/2025	Principal Paydown	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028	10,345.94		10,345.94
07/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
07/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
07/25/2025	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
07/25/2025	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
07/29/2025	Coupon	3130ANDF4	5,000,000.00	FEDERAL HOME LOAN BANKS 0.9 07/29/2026		22,500.00	22,500.00
07/31/2025	Coupon	69371RS80	1,200,000.00	PACCAR FINANCIAL CORP 4.6 01/31/2029		27,600.00	27,600.00
07/31/2025	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
07/31/2025	Coupon	91282CMG3	2,500,000.00	UNITED STATES TREASURY 4.25 01/31/2030		53,125.00	53,125.00
July 2025 Total					**819,818.07**	**388,662.59**	**1,208,480.66**
AUGUST 2025							
08/08/2025	Coupon	037833EB2	3,000,000.00	APPLE INC 0.7 02/08/2026		10,500.00	10,500.00
08/13/2025	Coupon	713448FQ6	195,000.00	PEPSICO INC 4.55 02/13/2026		4,436.25	4,436.25
08/14/2025	Coupon	532457CQ9	705,000.00	ELI LILLY AND CO 4.2 08/14/2029		14,805.00	14,805.00
08/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
08/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
08/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
08/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
08/15/2025	Coupon	171239AL0	1,250,000.00	CHUBB INA HOLDINGS LLC 4.65 08/15/2029		29,062.50	29,062.50
08/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
08/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
08/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
08/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
08/15/2025	Coupon	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027		1,071.00	1,071.00
08/15/2025	Principal Paydown	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027	18,826.85		18,826.85
08/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
08/15/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
08/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/18/2025	Coupon	713448FL7	1,500,000.00	PEPSICO INC 3.6 02/18/2028		27,000.00	27,000.00
08/20/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
08/20/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79
08/21/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,559.25	1,559.25
08/21/2025	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	18,217.27		18,217.27
08/21/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
08/21/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
08/21/2025	Coupon	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027		458.06	458.06
08/21/2025	Principal Paydown	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027	11,964.25		11,964.25
08/21/2025	Coupon	907818GE2	470,000.00	UNION PACIFIC CORP 4.75 02/21/2026		11,162.50	11,162.50
08/25/2025	Coupon	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028		604.50	604.50
08/25/2025	Principal Paydown	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028	10,030.47		10,030.47
08/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
08/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
08/25/2025	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
08/25/2025	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
08/26/2025	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
08/28/2025	Coupon	857477CU5	1,285,000.00	STATE STREET CORP 4.536 02/28/2028		29,143.80	29,143.80
August 2025 Total					**59,038.83**	**206,064.85**	**265,103.68**
SEPTEMBER 2025							
09/02/2025	Coupon	91282CFJ5	2,000,000.00	UNITED STATES TREASURY 3.125 08/31/2029		31,250.00	31,250.00
09/02/2025	Coupon	91282CGQ8	2,700,000.00	UNITED STATES TREASURY 4.0 02/28/2030		54,000.00	54,000.00
09/02/2025	Coupon	91282CKD2	2,200,000.00	UNITED STATES TREASURY 4.25 02/28/2029		46,750.00	46,750.00
09/08/2025	Coupon	24422EXD6	505,000.00	JOHN DEERE CAPITAL CORP 5.15 09/08/2026		13,003.75	13,003.75
09/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
09/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
09/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
09/15/2025	Coupon	06368LAQ9	1,000,000.00	BANK OF MONTREAL 4.7 09/14/2027		23,500.00	23,500.00
09/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
09/15/2025	Coupon	3133EPDJ1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027		43,750.00	43,750.00
09/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
09/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
09/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
09/15/2025	Coupon	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027		992.40	992.40
09/15/2025	Principal Paydown	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027	19,388.58		19,388.58
09/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
09/15/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
09/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
09/22/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
09/22/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79
09/22/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,473.17	1,473.17
09/22/2025	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	18,867.27		18,867.27
09/22/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
09/22/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
09/22/2025	Coupon	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027		407.81	407.81
09/22/2025	Principal Paydown	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027	11,677.85		11,677.85
09/22/2025	Coupon	459058LR2	635,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030		13,096.88	13,096.88
09/25/2025	Coupon	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028		558.77	558.77
09/25/2025	Principal Paydown	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028	9,813.69		9,813.69
09/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
09/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
09/25/2025	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
09/25/2025	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
09/26/2025	Coupon	40139LBJ1	1,300,000.00	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029		27,163.50	27,163.50
09/30/2025	Coupon	91282CCZ2	3,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		13,125.00	13,125.00
09/30/2025	Coupon	91282CFL0	2,200,000.00	UNITED STATES TREASURY 3.875 09/30/2029		42,625.00	42,625.00
09/30/2025	Coupon	91282CGS4	2,500,000.00	UNITED STATES TREASURY 3.625 03/31/2030		45,312.50	45,312.50
09/30/2025	Coupon	91282CGT2	1,000,000.00	UNITED STATES TREASURY 3.625 03/31/2028		18,125.00	18,125.00
09/30/2025	Coupon	91282CKG5	2,200,000.00	UNITED STATES TREASURY 4.125 03/31/2029		45,375.00	45,375.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
September 2025 Total					**59,747.39**	**466,458.27**	**526,205.67**
OCTOBER 2025							
10/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
10/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
10/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
10/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
10/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
10/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
10/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
10/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
10/15/2025	Coupon	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027		911.45	911.45
10/15/2025	Principal Paydown	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027	23,055.78		23,055.78
10/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
10/15/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
10/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
10/16/2025	Coupon	89236THP3	5,000,000.00	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025		20,000.00	20,000.00
10/16/2025	Final Maturity	89236THP3	5,000,000.00	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025	5,000,000.00		5,000,000.00
10/20/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
10/20/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79
10/21/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,384.03	1,384.03
10/21/2025	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	18,121.39		18,121.39
10/21/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
10/21/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
10/21/2025	Coupon	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027		358.76	358.76
10/21/2025	Principal Paydown	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027	11,244.65		11,244.65
10/27/2025	Coupon	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028		514.04	514.04
10/27/2025	Principal Paydown	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028	9,433.37		9,433.37
10/27/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
10/27/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
10/27/2025	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
10/27/2025	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/28/2025	Coupon	3134GW3Z7	8,050,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025		24,150.00	24,150.00
10/28/2025	Final Maturity	3134GW3Z7	8,050,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025	8,050,000.00		8,050,000.00
10/30/2025	Coupon	3133ERDH1	2,100,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029		49,875.00	49,875.00
10/30/2025	Coupon	63743HFF4	495,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025		13,488.75	13,488.75
10/30/2025	Final Maturity	63743HFF4	495,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	495,000.00		495,000.00
10/31/2025	Coupon	91282CFT3	2,500,000.00	UNITED STATES TREASURY 4.0 10/31/2029		50,000.00	50,000.00
10/31/2025	Coupon	91282CKP5	2,000,000.00	UNITED STATES TREASURY 4.625 04/30/2029		46,250.00	46,250.00
10/31/2025	Coupon	91282CMZ1	2,700,000.00	UNITED STATES TREASURY 3.875 04/30/2030		52,312.50	52,312.50
October 2025 Total					**13,606,855.19**	**305,194.02**	**13,912,049.22**
NOVEMBER 2025							
11/10/2025	Coupon	713448FW3	380,000.00	PEPSICO INC 5.125 11/10/2026		9,737.50	9,737.50
11/17/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
11/17/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
11/17/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
11/17/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
11/17/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
11/17/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
11/17/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
11/17/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
11/17/2025	Coupon	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027		815.19	815.19
11/17/2025	Principal Paydown	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027	26,962.77		26,962.77
11/17/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
11/17/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
11/17/2025	Coupon	58933YBH7	1,250,000.00	MERCK & CO INC 4.05 05/17/2028		25,312.50	25,312.50
11/17/2025	Coupon	9128285M8	2,000,000.00	UNITED STATES TREASURY 3.125 11/15/2028		31,250.00	31,250.00
11/17/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
11/20/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
11/20/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/21/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,298.40	1,298.40
11/21/2025	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	17,649.29		17,649.29
11/21/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
11/21/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
11/21/2025	Coupon	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027		311.53	311.53
11/21/2025	Principal Paydown	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027	9,882.75		9,882.75
11/25/2025	Coupon	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028		471.04	471.04
11/25/2025	Principal Paydown	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028	8,679.47		8,679.47
11/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
11/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
11/25/2025	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
11/25/2025	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
November 2025 Total					**63,174.28**	**115,145.66**	**178,319.95**
DECEMBER 2025							
12/01/2025	Coupon	91282CKT7	2,200,000.00	UNITED STATES TREASURY 4.5 05/31/2029		49,500.00	49,500.00
12/01/2025	Coupon	91282CMA6	2,400,000.00	UNITED STATES TREASURY 4.125 11/30/2029		49,500.00	49,500.00
12/05/2025	Coupon	64952WFK4	830,000.00	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029		19,090.00	19,090.00
12/08/2025	Coupon	3130AXQK7	2,000,000.00	FEDERAL HOME LOAN BANKS 4.75 12/08/2028		47,500.00	47,500.00
12/09/2025	Coupon	3130AEB25	2,000,000.00	FEDERAL HOME LOAN BANKS 3.25 06/09/2028		32,500.00	32,500.00
12/15/2025	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
12/15/2025	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
12/15/2025	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
12/15/2025	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
12/15/2025	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
12/15/2025	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
12/15/2025	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
12/15/2025	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
12/15/2025	Coupon	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027		702.62	702.62
12/15/2025	Principal Paydown	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027	18,022.89		18,022.89
12/15/2025	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2025	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
12/15/2025	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
12/22/2025	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
12/22/2025	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79
12/22/2025	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,215.01	1,215.01
12/22/2025	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	16,738.46		16,738.46
12/22/2025	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
12/22/2025	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
12/22/2025	Coupon	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027		270.02	270.02
12/22/2025	Principal Paydown	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027	9,435.88		9,435.88
12/25/2025	Coupon	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028		431.48	431.48
12/25/2025	Principal Paydown	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028	8,253.61		8,253.61
12/25/2025	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
12/25/2025	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
12/25/2025	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
12/25/2025	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
12/26/2025	Coupon	437076DC3	1,250,000.00	HOME DEPOT INC 4.75 06/25/2029		29,687.50	29,687.50
December 2025 Total					**52,450.84**	**276,346.13**	**328,796.96**
JANUARY 2026							
01/08/2026	Coupon	14913UAX8	960,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030		23,040.00	23,040.00
01/09/2026	Coupon	59217GFT1	820,000.00	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030		20,090.00	20,090.00
01/12/2026	Coupon	459058KT9	2,000,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		35,000.00	35,000.00
01/12/2026	Coupon	57629TBV8	1,200,000.00	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030		29,700.00	29,700.00
01/12/2026	Coupon	78016FZW7	1,000,000.00	ROYAL BANK OF CANADA 4.9 01/12/2028		24,500.00	24,500.00
01/13/2026	Coupon	713448FQ6	195,000.00	PEPSICO INC 4.55 02/13/2026		3,696.88	3,696.88
01/13/2026	Effective Maturity	713448FQ6	195,000.00	PEPSICO INC 4.55 02/13/2026	195,000.00		195,000.00
01/15/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
01/15/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
01/15/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
01/15/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
01/15/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
01/15/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
01/15/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
01/15/2026	Coupon	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027		627.37	627.37
01/15/2026	Principal Paydown	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027	20,464.65		20,464.65
01/15/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
01/15/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
01/15/2026	Coupon	91324PEU2	1,000,000.00	UNITEDHEALTH GROUP INC 4.25 01/15/2029		21,250.00	21,250.00
01/15/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
01/20/2026	Coupon	06051GGF0	1,250,000.00	BANK OF AMERICA CORP 3.824 01/20/2028		23,900.00	23,900.00
01/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
01/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79
01/21/2026	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,135.92	1,135.92
01/21/2026	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	16,400.70		16,400.70
01/21/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
01/21/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
01/21/2026	Coupon	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027		230.39	230.39
01/21/2026	Principal Paydown	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027	9,229.26		9,229.26
01/21/2026	Coupon	907818GE2	470,000.00	UNION PACIFIC CORP 4.75 02/21/2026		9,302.08	9,302.08
01/21/2026	Effective Maturity	907818GE2	470,000.00	UNION PACIFIC CORP 4.75 02/21/2026	470,000.00		470,000.00
01/26/2026	Coupon	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028		393.85	393.85
01/26/2026	Principal Paydown	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028	8,095.92		8,095.92
01/26/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,942.50	1,942.50
01/26/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	9,356.67		9,356.67
01/26/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
01/26/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
01/26/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
01/29/2026	Coupon	3130ANDF4	5,000,000.00	FEDERAL HOME LOAN BANKS 0.9 07/29/2026		22,500.00	22,500.00
January 2026 Total					**728,547.21**	**261,316.00**	**989,863.21**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
FEBRUARY 2026							
02/02/2026	Coupon	69371RS80	1,200,000.00	PACCAR FINANCIAL CORP 4.6 01/31/2029		27,600.00	27,600.00
02/02/2026	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
02/02/2026	Coupon	91282CMG3	2,500,000.00	UNITED STATES TREASURY 4.25 01/31/2030		53,125.00	53,125.00
02/09/2026	Coupon	037833EB2	3,000,000.00	APPLE INC 0.7 02/08/2026		10,500.00	10,500.00
02/09/2026	Final Maturity	037833EB2	3,000,000.00	APPLE INC 0.7 02/08/2026	3,000,000.00		3,000,000.00
02/16/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
02/16/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
02/16/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
02/16/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
02/16/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
02/16/2026	Coupon	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027		541.93	541.93
02/16/2026	Principal Paydown	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027	13,533.56		13,533.56
02/16/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
02/16/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
02/17/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
02/17/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
02/17/2026	Coupon	171239AL0	1,250,000.00	CHUBB INA HOLDINGS LLC 4.65 08/15/2029		29,062.50	29,062.50
02/17/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
02/17/2026	Coupon	532457CQ9	705,000.00	ELI LILLY AND CO 4.2 08/14/2029		14,805.00	14,805.00
02/17/2026	Final Maturity	62479MBH5	2,000,000.00	MUFG Bank, Ltd., New York Branch 02/17/2026	2,000,000.00		2,000,000.00
02/17/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
02/18/2026	Coupon	713448FL7	1,500,000.00	PEPSICO INC 3.6 02/18/2028		27,000.00	27,000.00
02/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
02/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79
02/23/2026	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		1,058.43	1,058.43
02/23/2026	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	16,142.20		16,142.20
02/23/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
02/23/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
02/23/2026	Coupon	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027		191.63	191.63
02/23/2026	Principal Paydown	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027	9,056.71		9,056.71
02/25/2026	Coupon	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028		356.95	356.95

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/25/2026	Principal Paydown	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028	7,978.26		7,978.26
02/25/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,902.11	1,902.11
02/25/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	24,537.89		24,537.89
02/25/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
02/25/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
02/25/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
02/26/2026	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
February 2026 Total					**5,071,248.63**	**280,463.05**	**5,351,711.68**
MARCH 2026							
03/02/2026	Coupon	857477CU5	1,285,000.00	STATE STREET CORP 4.536 02/28/2028		29,143.80	29,143.80
03/02/2026	Coupon	91282CFJ5	2,000,000.00	UNITED STATES TREASURY 3.125 08/31/2029		31,250.00	31,250.00
03/02/2026	Coupon	91282CGQ8	2,700,000.00	UNITED STATES TREASURY 4.0 02/28/2030		54,000.00	54,000.00
03/02/2026	Coupon	91282CKD2	2,200,000.00	UNITED STATES TREASURY 4.25 02/28/2029		46,750.00	46,750.00
03/09/2026	Coupon	24422EXD6	505,000.00	JOHN DEERE CAPITAL CORP 5.15 09/08/2026		13,003.75	13,003.75
03/16/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
03/16/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
03/16/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
03/16/2026	Coupon	06368LAQ9	1,000,000.00	BANK OF MONTREAL 4.7 09/14/2027		23,500.00	23,500.00
03/16/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
03/16/2026	Coupon	3133EPDJ1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027		43,750.00	43,750.00
03/16/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
03/16/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
03/16/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
03/16/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,210.00	2,210.00
03/16/2026	Principal Paydown	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029	3,205.45		3,205.45
03/16/2026	Coupon	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027		485.43	485.43
03/16/2026	Principal Paydown	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027	12,076.05		12,076.05
03/16/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
03/16/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
03/16/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
03/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79
03/20/2026	Coupon	459058LR2	635,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030		13,096.88	13,096.88
03/23/2026	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		982.15	982.15
03/23/2026	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	15,660.15		15,660.15
03/23/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
03/23/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
03/23/2026	Coupon	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027		153.59	153.59
03/23/2026	Principal Paydown	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027	8,792.64		8,792.64
03/25/2026	Coupon	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028		320.58	320.58
03/25/2026	Principal Paydown	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028	7,773.47		7,773.47
03/25/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,796.19	1,796.19
03/25/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	23,786.18		23,786.18
03/25/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
03/25/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
03/25/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
03/26/2026	Coupon	40139LBJ1	1,300,000.00	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029		27,163.50	27,163.50
03/31/2026	Coupon	91282CCZ2	3,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		13,125.00	13,125.00
03/31/2026	Coupon	91282CFL0	2,200,000.00	UNITED STATES TREASURY 3.875 09/30/2029		42,625.00	42,625.00
03/31/2026	Coupon	91282CGS4	2,500,000.00	UNITED STATES TREASURY 3.625 03/31/2030		45,312.50	45,312.50
03/31/2026	Coupon	91282CGT2	1,000,000.00	UNITED STATES TREASURY 3.625 03/31/2028		18,125.00	18,125.00
03/31/2026	Coupon	91282CKG5	2,200,000.00	UNITED STATES TREASURY 4.125 03/31/2029		45,375.00	45,375.00
March 2026 Total					**71,293.93**	**493,965.37**	**565,259.30**
APRIL 2026							
04/15/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
04/15/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
04/15/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
04/15/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
04/15/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
04/15/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
04/15/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,196.11	2,196.11
04/15/2026	Principal Paydown	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029	35,932.62		35,932.62
04/15/2026	Coupon	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027		435.01	435.01
04/15/2026	Principal Paydown	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027	14,679.31		14,679.31
04/15/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
04/15/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
04/15/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
04/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
04/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79
04/21/2026	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		908.16	908.16
04/21/2026	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	16,043.41		16,043.41
04/21/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,399.25	2,399.25
04/21/2026	Principal Paydown	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029	18,287.21		18,287.21
04/21/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
04/21/2026	Coupon	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027		116.66	116.66
04/21/2026	Principal Paydown	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027	8,875.13		8,875.13
04/27/2026	Coupon	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028		285.15	285.15
04/27/2026	Principal Paydown	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028	7,502.25		7,502.25
04/27/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,693.51	1,693.51
04/27/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	23,915.88		23,915.88
04/27/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00
04/27/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
04/27/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
04/30/2026	Coupon	3133ERDH1	2,100,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029		49,875.00	49,875.00
04/30/2026	Coupon	91282CFT3	2,500,000.00	UNITED STATES TREASURY 4.0 10/31/2029		50,000.00	50,000.00
04/30/2026	Coupon	91282CKP5	2,000,000.00	UNITED STATES TREASURY 4.625 04/30/2029		46,250.00	46,250.00
04/30/2026	Coupon	91282CMZ1	2,700,000.00	UNITED STATES TREASURY 3.875 04/30/2030		52,312.50	52,312.50
April 2026 Total					**125,235.82**	**245,869.11**	**371,104.92**
MAY 2026							
05/11/2026	Coupon	713448FW3	380,000.00	PEPSICO INC 5.125 11/10/2026		9,737.50	9,737.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2026	Coupon	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026		1,420.42	1,420.42
05/15/2026	Final Maturity	02582JJZ4	350,000.00	AMXCA 2023-1 A 4.87 05/15/2026	350,000.00		350,000.00
05/15/2026	Coupon	02582JKD1	1,055,000.00	AMXCA 2023-3 A 5.23 09/15/2026		4,598.04	4,598.04
05/15/2026	Coupon	05522RDJ4	505,000.00	BACCT 2024-1 A 4.93 05/15/2029		2,074.71	2,074.71
05/15/2026	Coupon	161571HT4	1,060,000.00	CHAIT 2023-1 A 5.16 09/15/2028		4,558.00	4,558.00
05/15/2026	Coupon	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029		1,149.50	1,149.50
05/15/2026	Principal Paydown	44934QAD3	285,000.00	HART 2024-B A3 4.84 03/15/2029	11,480.60		11,480.60
05/15/2026	Coupon	44935CAD3	635,000.00	HART 2025-A A3 4.32 10/15/2029		2,286.00	2,286.00
05/15/2026	Coupon	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028		1,245.75	1,245.75
05/15/2026	Coupon	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029		2,040.40	2,040.40
05/15/2026	Principal Paydown	47786WAD2	510,000.00	JDOT 2024-B A3 5.2 03/15/2029	32,060.85		32,060.85
05/15/2026	Coupon	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027		373.73	373.73
05/15/2026	Principal Paydown	47800CAC0	279,328.65	JDOT 2023 A3 5.01 11/15/2027	14,599.52		14,599.52
05/15/2026	Coupon	47800DAD6	500,000.00	JDOT 2025 A3 4.23 09/17/2029		1,762.50	1,762.50
05/15/2026	Coupon	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,036.08	2,036.08
05/15/2026	Coupon	9128285M8	2,000,000.00	UNITED STATES TREASURY 3.125 11/15/2028		31,250.00	31,250.00
05/15/2026	Coupon	92970QAE5	560,000.00	WFCIT 2024-2 A 4.29 10/15/2029		2,002.00	2,002.00
05/18/2026	Coupon	58933YBH7	1,250,000.00	MERCK & CO INC 4.05 05/17/2028		25,312.50	25,312.50
05/20/2026	Coupon	36271VAD9	430,000.00	GMALT 2025-1 A3 4.66 02/21/2028		1,669.83	1,669.83
05/20/2026	Coupon	362962AD4	985,000.00	GMALT 2025-2 A3 4.58 05/22/2028		3,931.79	3,931.79
05/21/2026	Coupon	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028		832.36	832.36
05/21/2026	Principal Paydown	438123AC5	330,000.00	HAROT 2023-4 A3 5.67 06/21/2028	15,441.39		15,441.39
05/21/2026	Coupon	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029		2,329.61	2,329.61
05/21/2026	Principal Paydown	43813YAC6	630,000.00	HAROT 2024-3 A3 4.57 03/21/2029	37,522.75		37,522.75
05/21/2026	Coupon	43814VAC1	795,000.00	HAROT 2025-1 A3 4.57 09/21/2029		3,027.63	3,027.63
05/21/2026	Coupon	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027		79.39	79.39
05/21/2026	Principal Paydown	43815JAC7	116,900.53	HAROT 2023-1 A3 5.04 04/21/2027	8,556.61		8,556.61
05/25/2026	Coupon	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028		250.95	250.95
05/25/2026	Principal Paydown	05592XAD2	142,959.30	BMWOT 2023-A A3 5.47 02/25/2028	6,557.81		6,557.81
05/25/2026	Coupon	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,590.27	1,590.27
05/25/2026	Principal Paydown	096919AD7	450,000.00	BMWOT 2024-A A3 5.18 02/26/2029	22,955.65		22,955.65
05/25/2026	Coupon	096924AD7	680,000.00	BMWOT 2025-A A3 4.56 09/25/2029		2,584.00	2,584.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/25/2026	Coupon	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029		2,465.25	2,465.25
05/25/2026	Coupon	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030		2,586.25	2,586.25
May 2026 Total					**499,175.18**	**113,194.45**	**612,369.63**
Grand Total			**341,483,147.69**		**21,156,585.37**	**3,152,679.50**	**24,309,264.87**

IMPORTANT DISCLOSURES

City of Orange | Account #10888 | As of June 30, 2025

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

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

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

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

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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 high rating by S&P, Moody's and Fitch respectively.

Benchmark	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

CHANDLER ASSET MANAGEMENT

INVESTMENT REPORT

City of Orange | As of June 30, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

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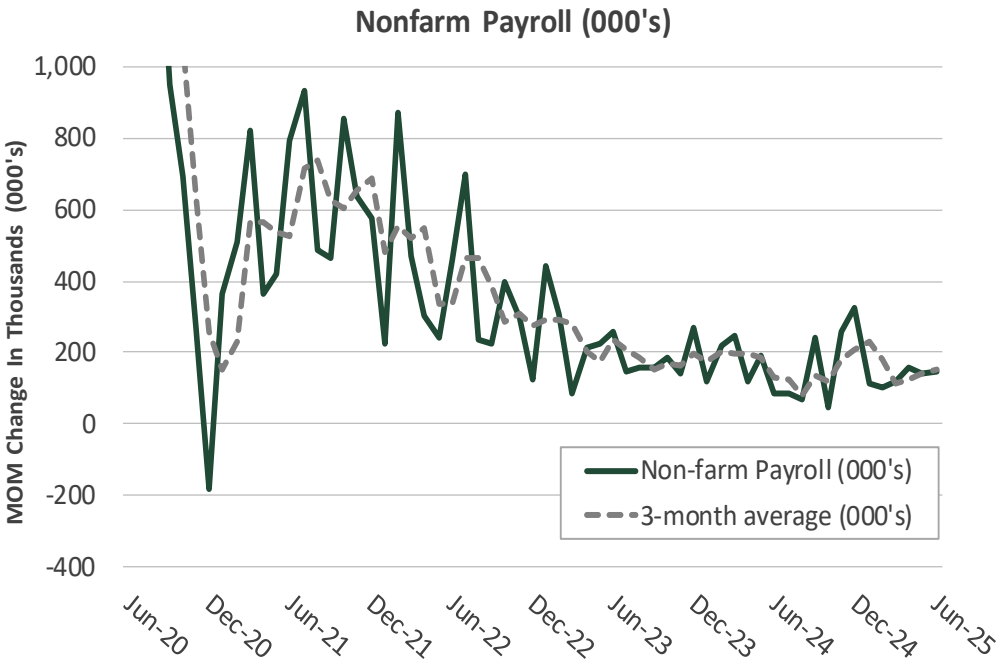
CHANDLER ASSET MANAGEMENT

ECONOMIC UPDATE

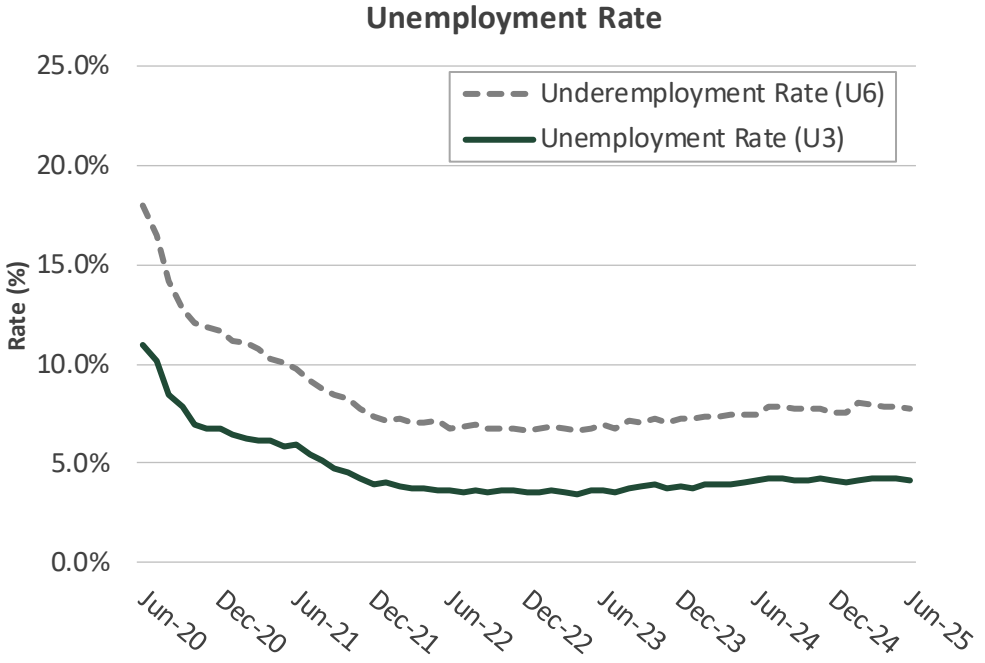
- Recent economic data suggest slower growth in 2025 and greater market uncertainty as the effects of fiscal policy unfold. Inflationary trends have subsided, but some components remain sticky, and core levels remain above the Fed's target. The labor market reflects improved balance between supply and demand for workers. While job creation has been robust, continuing jobless claims remain elevated. Given the economic outlook, we expect gradual normalization of monetary policy and a steepening yield curve.

- As broadly anticipated, the Federal Open Market Committee (FOMC) left the Federal Funds Rate unchanged at the range of 4.25 - 4.50% at the June meeting. Fed Chair Powell continued to emphasize the Committee's "wait and see" approach amidst economic uncertainty that remains elevated but diminished. Federal Reserve officials continued to pencil in two rate cuts in 2025.

- US Treasury yields declined in June. The 2-year Treasury yield fell 18 basis points to 3.72%, the 5-year Treasury dropped 17 basis points to 3.80%, and the 10-year Treasury yield also declined 17 basis points to 4.23%. The spread between the 2-year and 10-year Treasury yield points on the curve edged up to +51 basis points at June month-end versus +50 basis points at May month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was -36 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was -7 basis points in June, versus -6 basis points in May.

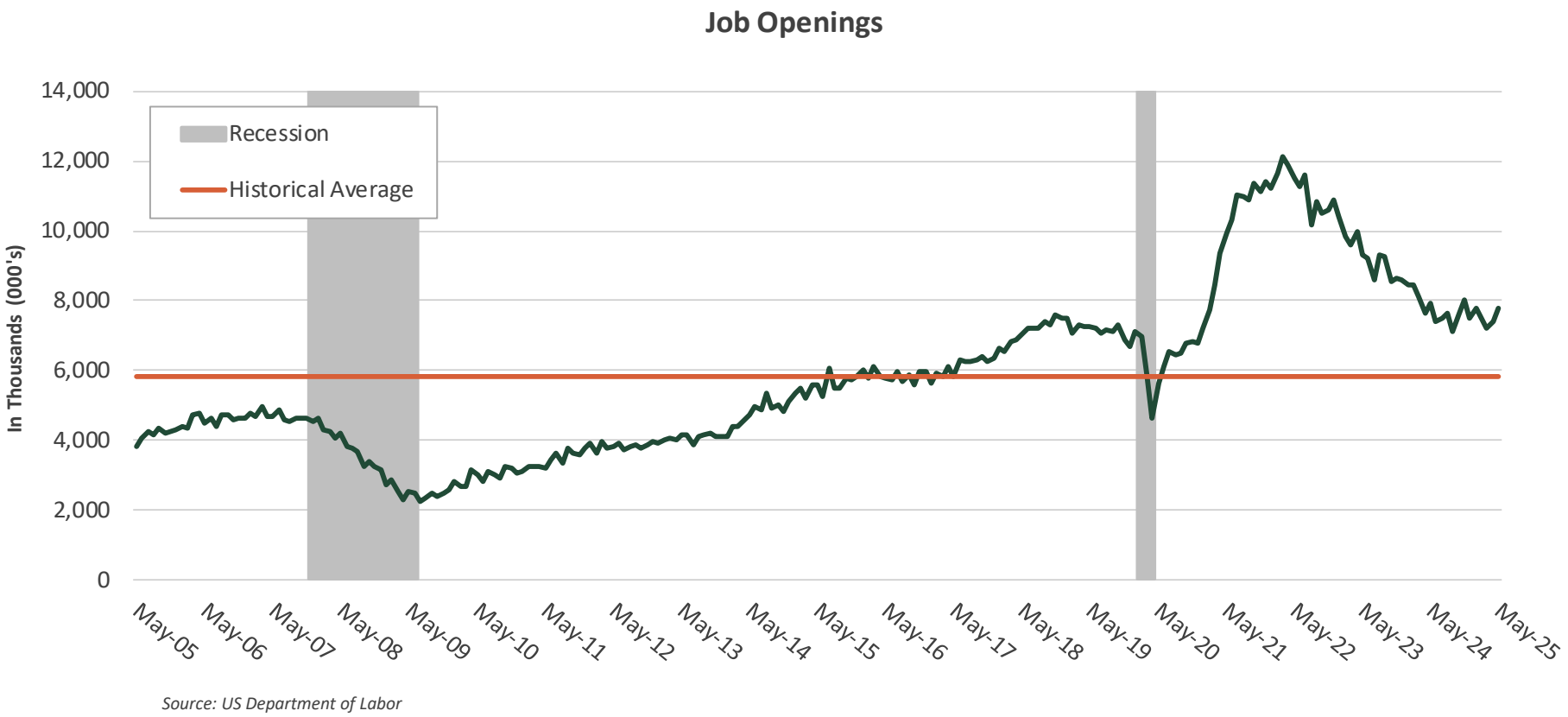


Source: US Department of Labor



Source: US Department of Labor

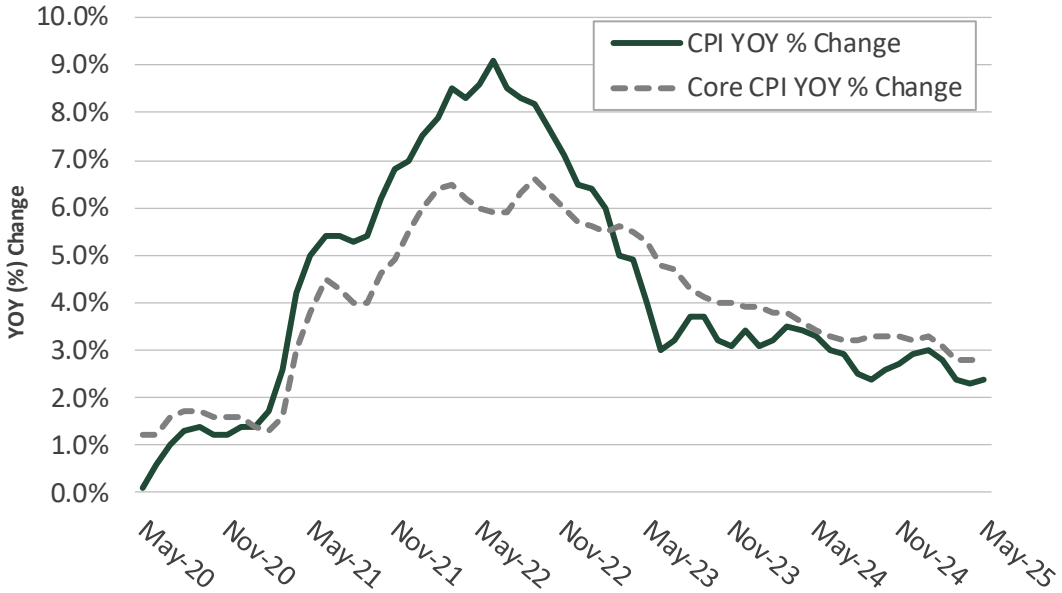
The U.S. economy added 147,000 jobs in June, exceeding consensus expectations, and the last two months were revised up by 16,000. Gains were primarily driven by state and local government education, while job growth in service sectors languished. The three-month moving average and six-month moving average payrolls totaled 150,000 and 130,000 respectively. The unemployment rate declined to 4.1% in June from 4.2% in May, due to a shrinking labor force. The labor participation rate dipped to 62.3%, remaining below the pre-pandemic level of 63.3%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons dropped to 7.7% in June. Average hourly earnings fell slightly, marking a 3.7% year-over-year increase.



Source: US Department of Labor

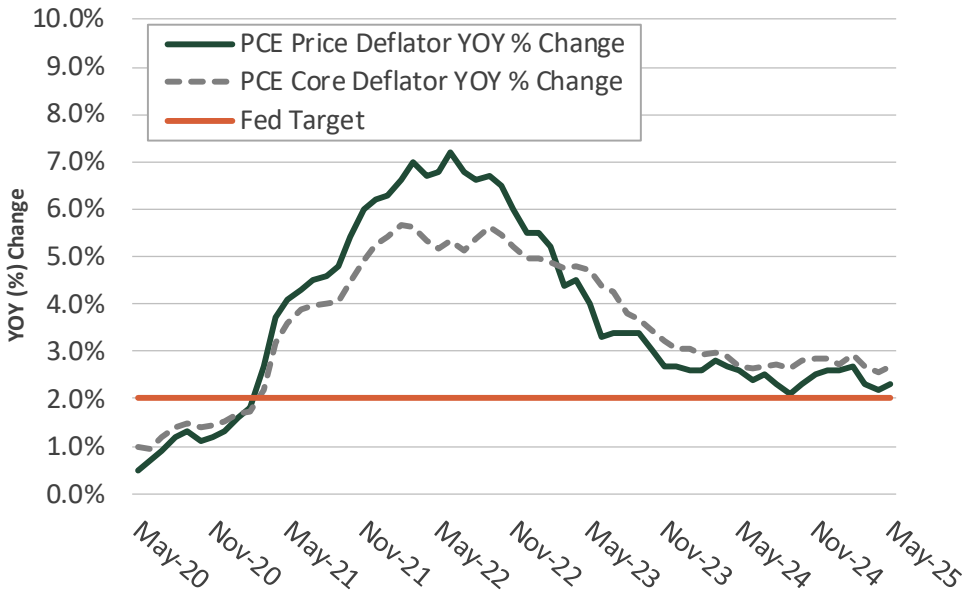
The Labor Department's Job Openings and Labor Turnover Survey (JOLTS) unexpectedly rose to 7.77 million new job openings in May from 7.40 million in April. Layoffs declined and the quits rate increased. Job openings indicate a ratio of approximately 1.1 jobs for each unemployed individual, representing a relatively balanced labor market.

Consumer Price Index (CPI)



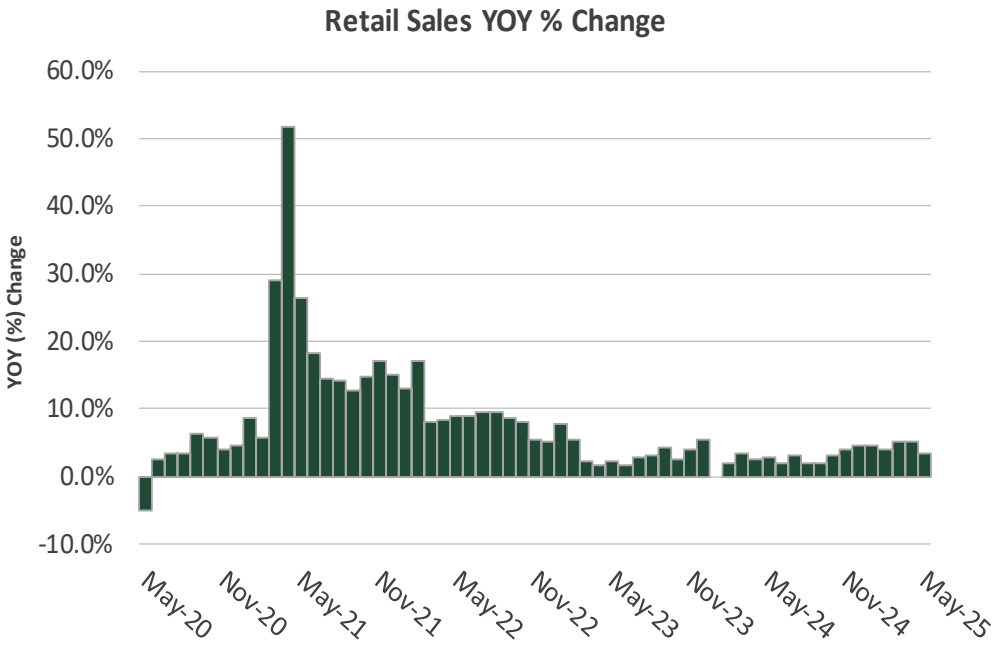
Source: US Department of Labor

Personal Consumption Expenditures (PCE)

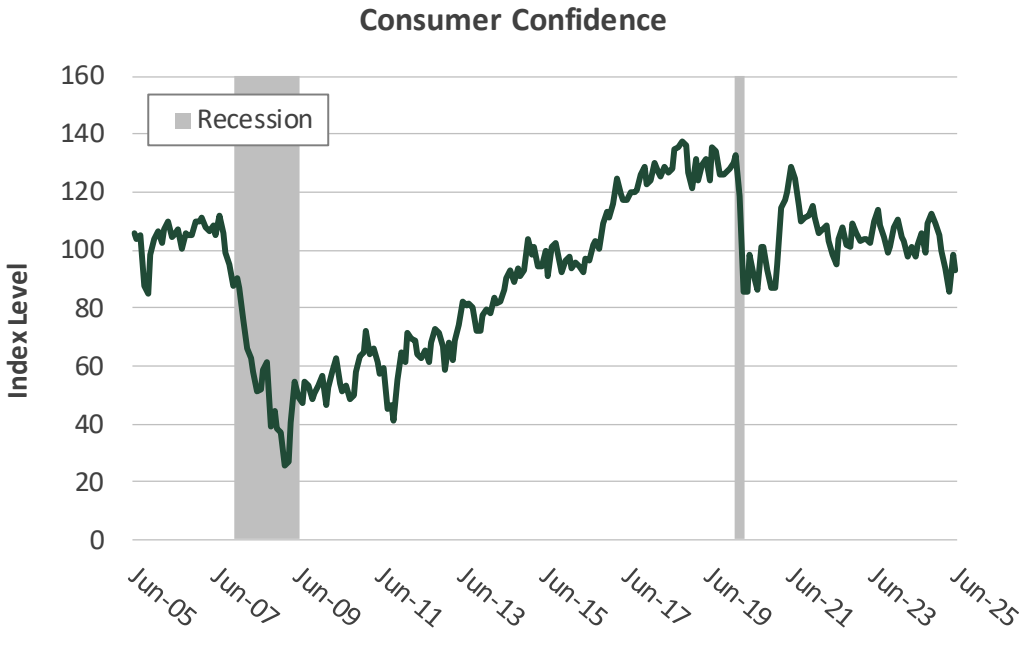


Source: US Department of Commerce

In May, the Consumer Price Index (CPI) cooled slightly more than consensus expectations. The headline CPI increased 0.1% month-over-month and rose 2.4% year-over-year, while the Core CPI rose 0.1% month-over-month and 2.8% year-over-year. The Personal Consumption Expenditures (PCE) price index increased 0.1% month-over-month and rose 2.3% year-over-year in May. The Core PCE deflator, which excludes food and energy and is the Fed's preferred gauge, increased 0.2% month-over-month and 2.7% year-over-year, up from April's 2.6% year-over-year increase. Inflation is hovering above the Fed's 2% target.

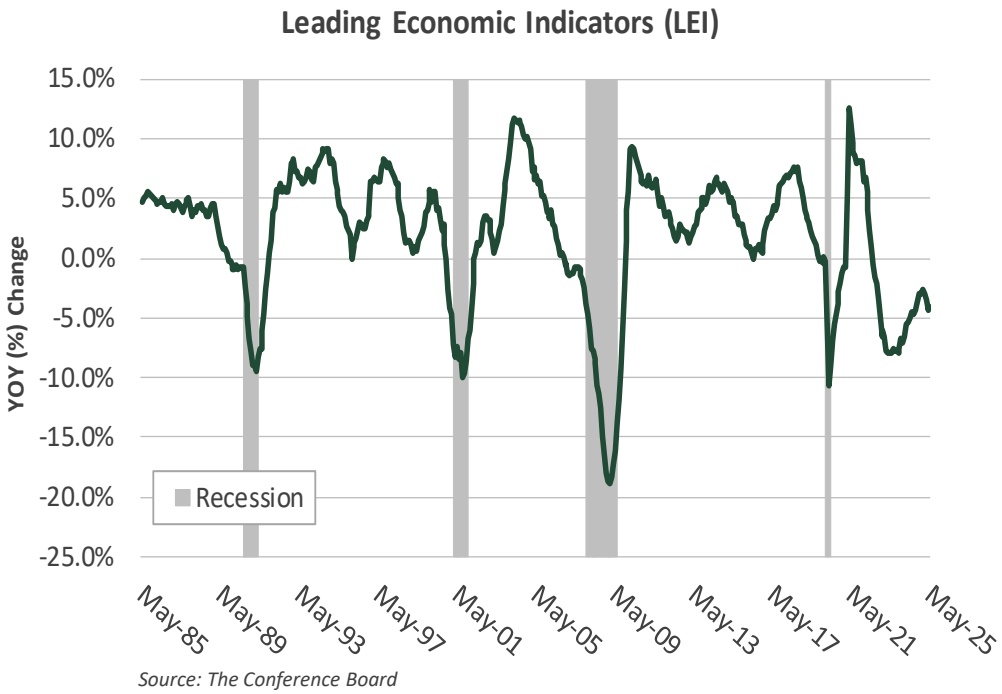


Source: US Department of Commerce

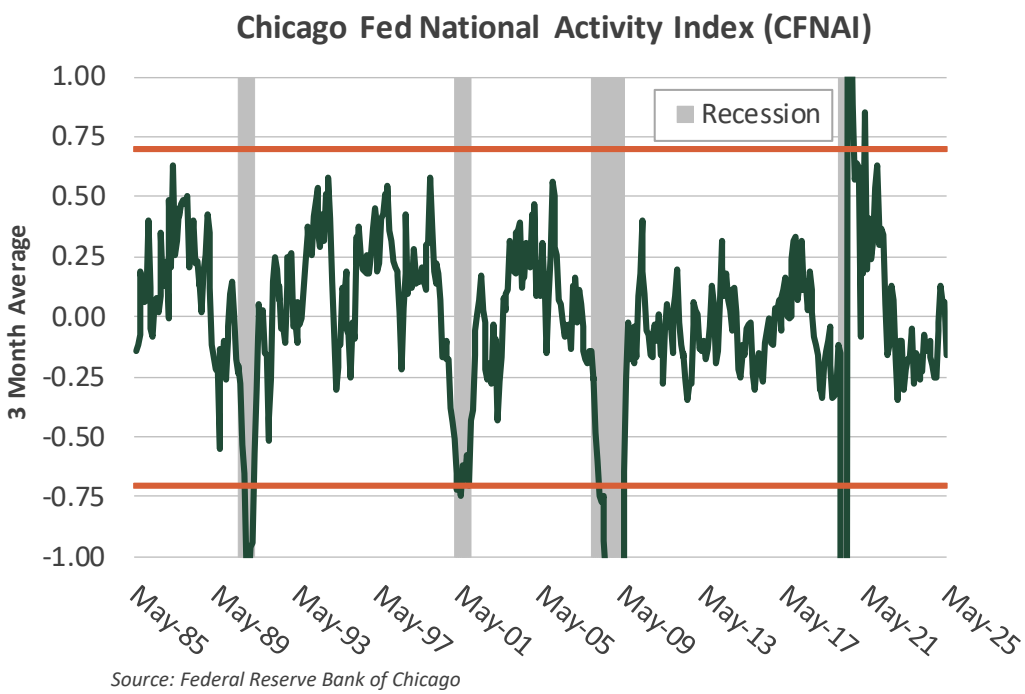


Source: The Conference Board
All time high is 144.70 (1/31/00); All time low is 25.30 (2/28/09)

Advance Retail Sales were down 0.9% month-over-month in May, further slowing from a downwardly revised -0.1% in April. Declines were led by auto sales, building materials, garden equipment and supplies, and spending at restaurants and bars fell by the most since early 2023. Control group sales, which feed into GDP, were the only bright spot in the report, with a 0.4% increase. On a year-over-year basis, Retail Sales grew 3.3% in May following a 5.0% increase in April. The Conference Board's Consumer Confidence Index dropped to 93.0 in June from 98.4 in May, as consumers' assessment of both the current situation and future expectations for income and labor markets soured. While the consumer has been resilient, elevated inflation expectations, concerns about trade policies and tariffs, and general economic and policy uncertainty could pose potential risks to future spending.

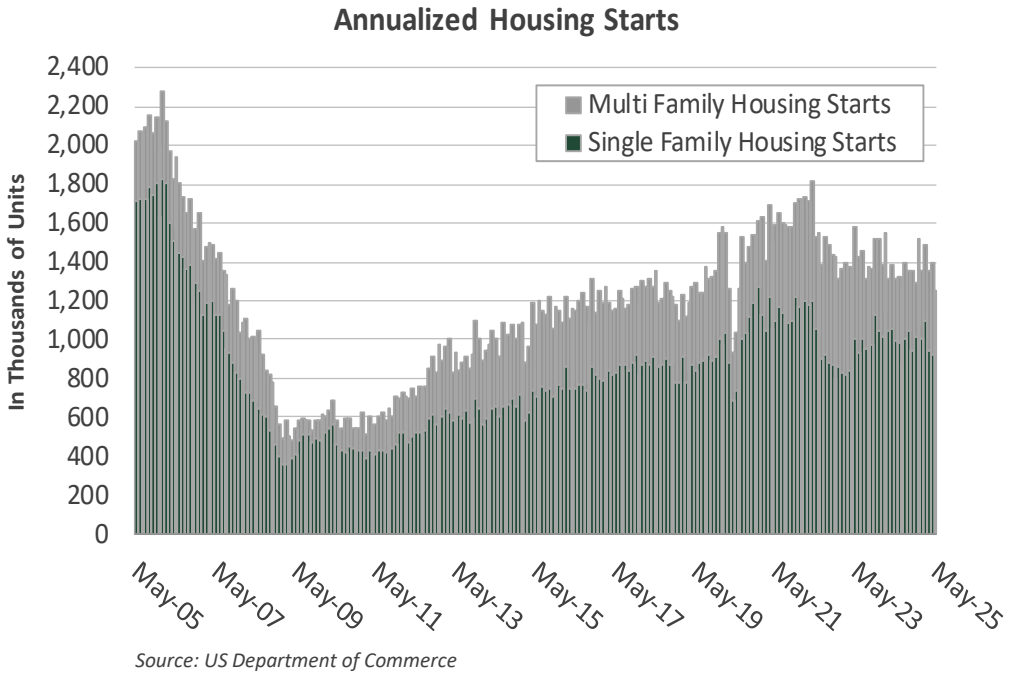


Source: The Conference Board

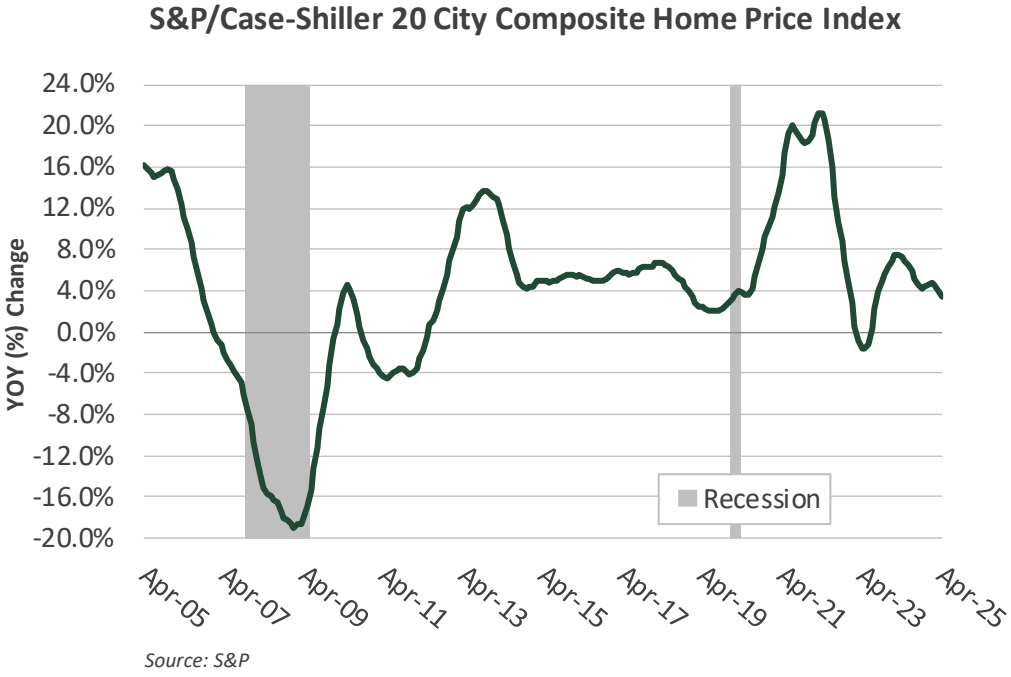


Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) fell by 0.1% in May, following a downwardly revised 1.4% decline in April. The LEI decreased by 4.0% year-over-year. The rebound in the stock market was the primary positive contributor, offset by consumer pessimism, weak new orders in manufacturing, the second consecutive month of rising initial unemployment claims, and a drop in housing permits. The Chicago Fed National Activity Index (CFNAI) improved to -0.28 in May from a downwardly revised -0.36 in April. The three-month moving average dropped to -0.16 in May from 0.06 in April, indicating slightly below trend growth.

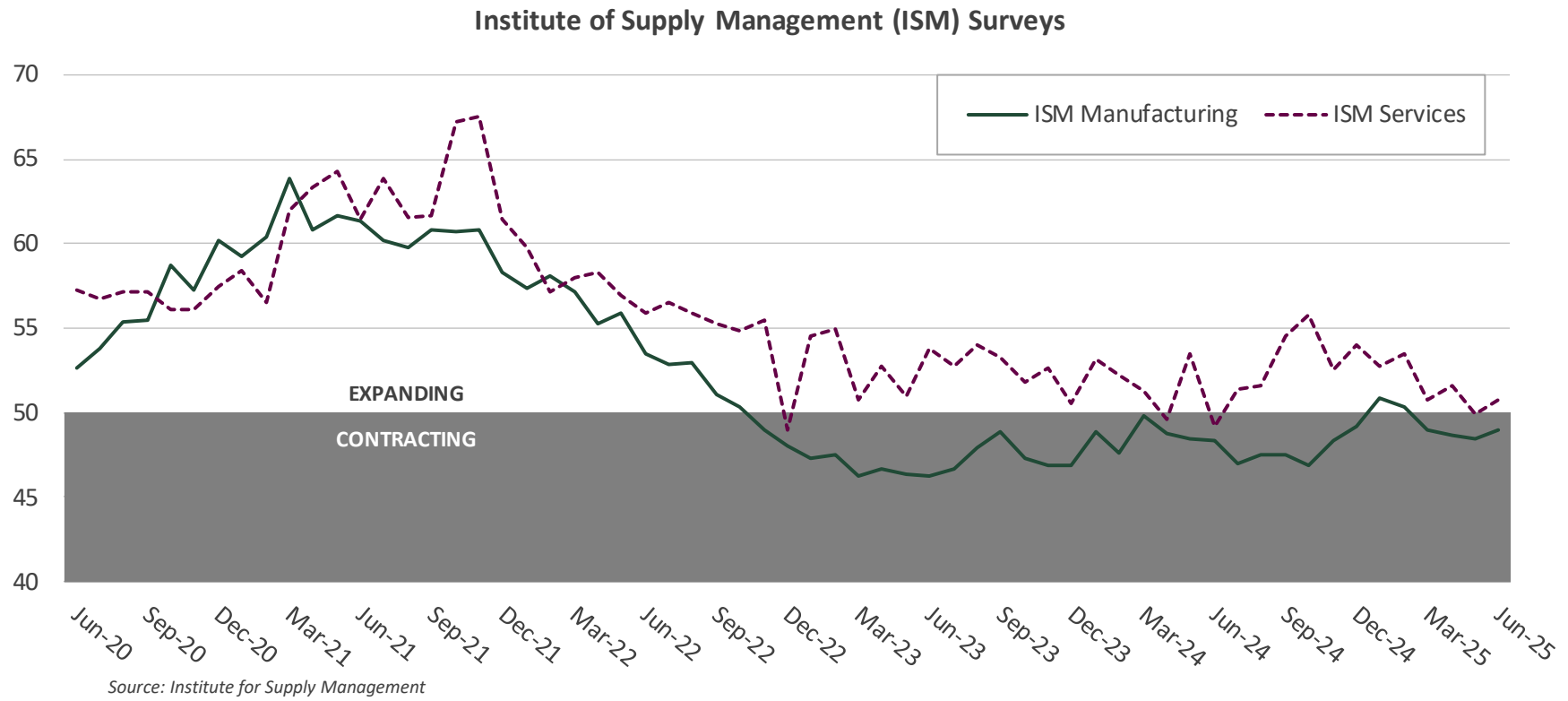


Source: US Department of Commerce



Source: S&P

Housing starts declined 9.8% month-over-month in May to a seasonally adjusted annual rate of 1.256 million units. Single family starts increased 0.4% above the revised April figures, whereas multi-family starts fell -30.4%. Total starts dropped 4.6% compared to May 2024. Homebuilder confidence is shaky due to elevated mortgage rates, affordability constraints, and a weakening economic outlook. The Freddie Mac 30-year fixed rate mortgage averaged approximately 6.8% in June. According to the Case-Shiller 20-City Home Price Index, housing prices rose 3.4% year-over-year in April, compared to 4.1% in March. Limited inventory, elevated mortgage rates, and lack of affordability continue to weigh on the housing market.



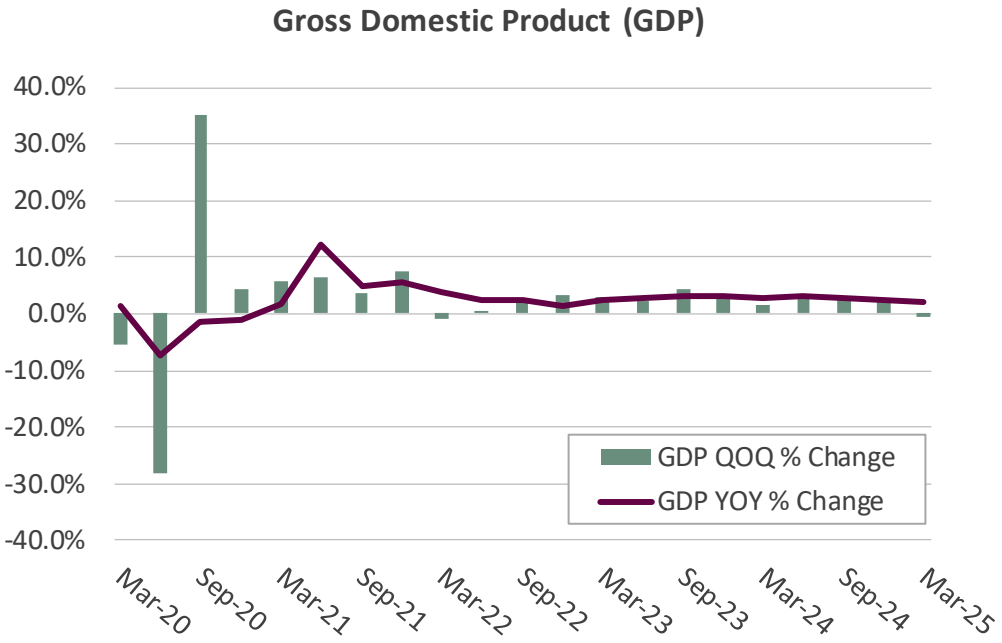
Source: Institute for Supply Management

The Institute for Supply Management (ISM) Manufacturing index edged up to 49.0 in June from 48.5 in May, indicating a continuation of modest contraction in the sector. Inventories and production improved as companies worked through backlogs, while employment and new orders contracted. The ISM Services index increased to 50.8 in June from 49.9 in May, as new orders improved. However, ongoing concerns about the impact of tariffs remain. A reading over 50 indicates expansion, while a reading under 50 indicates contraction.

GROSS DOMESTIC PRODUCT (GDP)

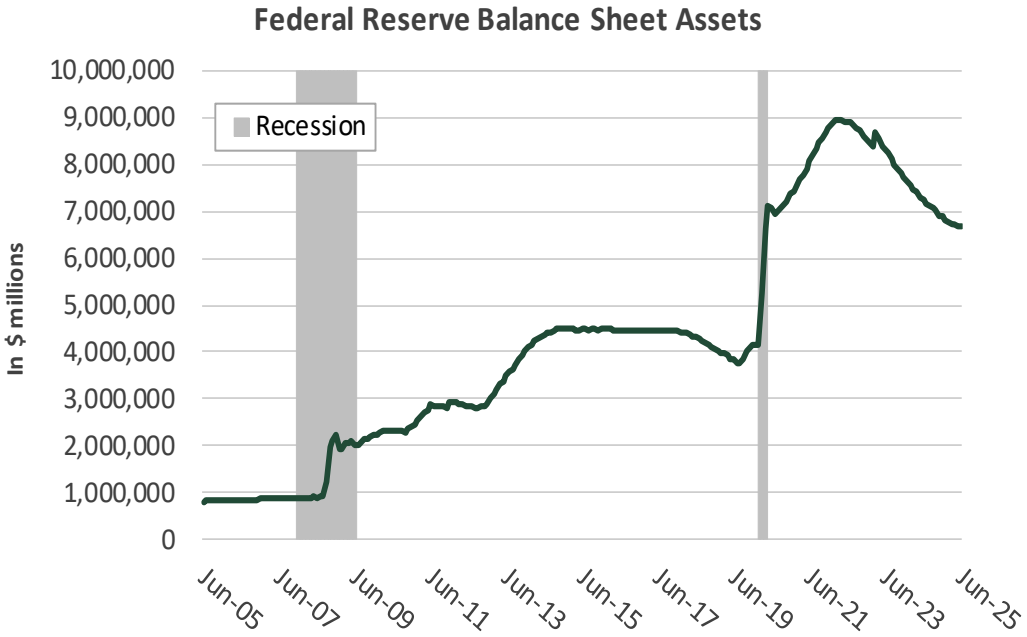
Components of GDP	6/24	9/24	12/24	3/25
Personal Consumption Expenditures	1.9%	2.5%	2.7%	0.3%
Gross Private Domestic Investment	1.5%	0.2%	-1.0%	3.9%
Net Exports and Imports	-0.9%	-0.4%	0.3%	-4.6%
Federal Government Expenditures	0.3%	0.6%	0.3%	-0.3%
State and Local (Consumption and Gross Investment)	0.3%	0.3%	0.3%	0.2%
Total	**3.0%**	**3.1%**	**2.5%**	**-0.5%**

Source: US Department of Commerce

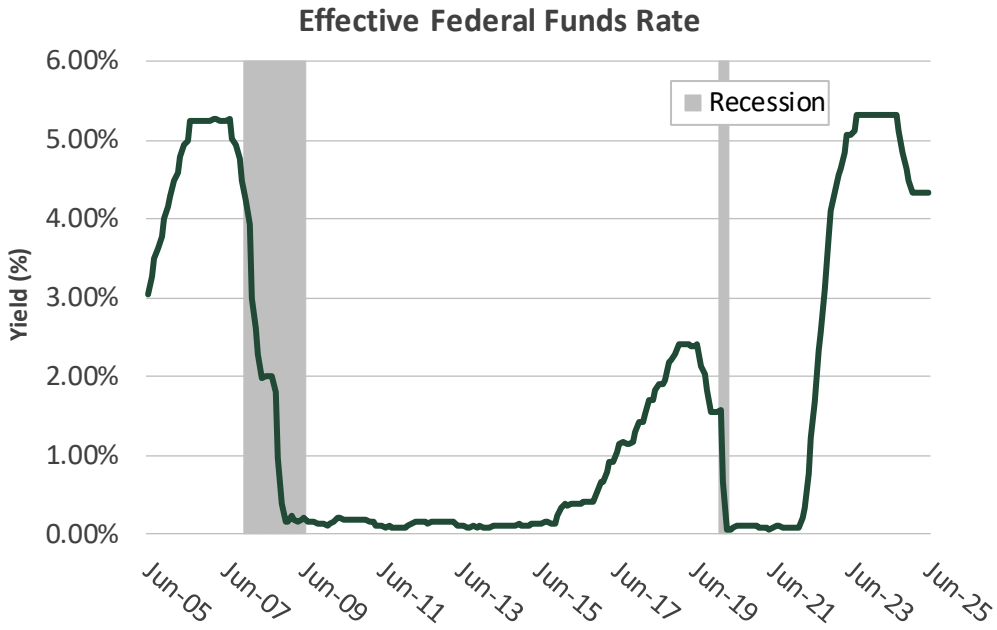


Source: US Department of Commerce

Real GDP decreased at an annualized rate of 0.5% in the first quarter of 2025, according to the third and final estimate from the Bureau of Economic Analysis, a downward revision from the previously estimated 0.2% decline. This marks the first negative quarter since 2022. The primary driver of the downward revision was weaker personal consumption expenditures. Net exports remained the primary drag on growth, as imports rose sharply in anticipation of higher tariffs. Gross investment contributed positively, powered by business decisions to get ahead of possible cost increases. The consensus projection calls for 2.1% growth for the second quarter and 1.5% for the full year 2025.

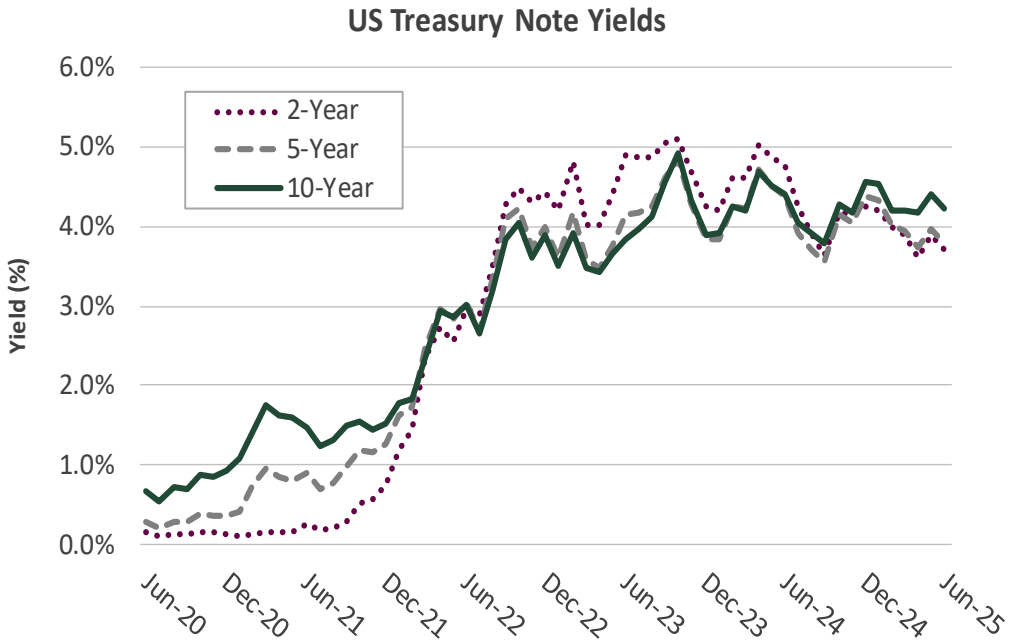


Source: Federal Reserve

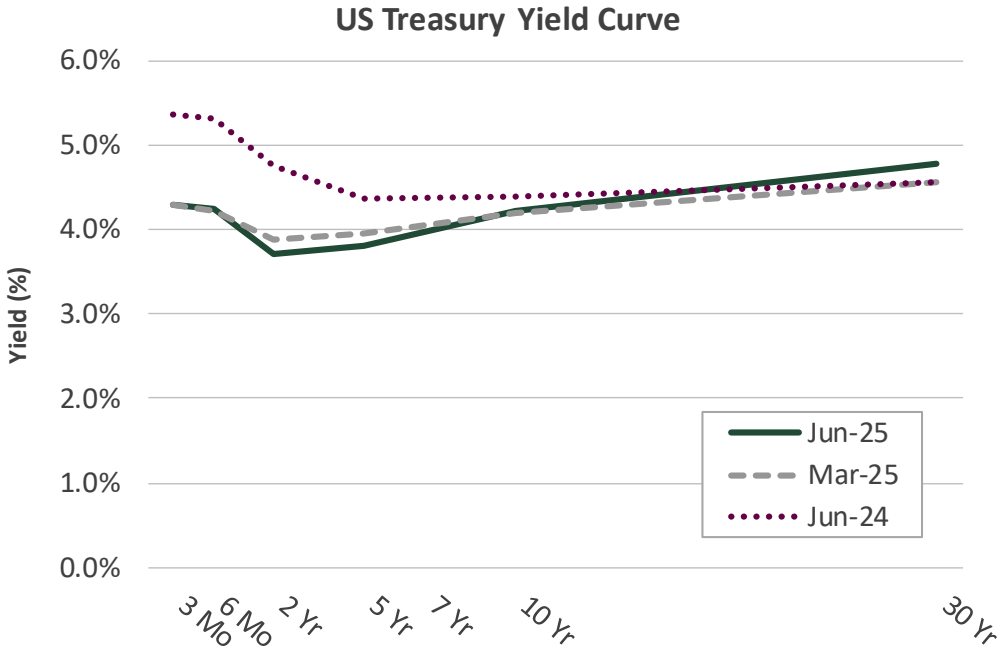


Source: Bloomberg

As broadly anticipated, the Federal Open Market Committee (FOMC) left the Federal Funds Rate unchanged at the range of 4.25 - 4.50% at the June meeting. In the Summary of Economic Projections (SEP), Federal Reserve officials continued to pencil in two rate cuts in 2025, while downgrading estimates for economic growth and raising forecasts for both unemployment and inflation this year. The statement indicated that uncertainty about the economic outlook remained elevated but had diminished. The monthly redemption cap on Treasuries will remain at $5 billion, while the cap on agencies and mortgage-backed securities will be maintained at $35 billion. Since the Fed began its Quantitative Tightening campaign in June 2022, securities holdings have declined by about $2.2 trillion to approximately $6.7 trillion.



Source: Bloomberg



Source: Bloomberg

At the end of June, the 2-year Treasury yield was 103 basis points lower, and the 10-Year Treasury yield was 17 basis points lower, year-over-year. The spread between the 2-year and 10-year Treasury yield points on the curve edged up to +51 basis points at June month-end versus +50 basis points at May month-end. The recent yield curve inversion which began in July 2022 was historically long. The average historical spread (since 2005) is about +99 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was -7 basis points in June, versus -6 basis points in May.

CHANDLER ASSET MANAGEMENT

ACCOUNT PROFILE

Investment Objectives

The investment objectives of the City of Orange are first, to provide safety of principal to ensure the preservation of capital in the overall portfolio; second, to provide adequate liquidity to meet all requirements which might be reasonably anticipated; and third, to earn a commensurate rate of return.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to achieve a rate of return over a market cycle that equals or exceeds the return on a market index of similar duration and sector allocation.

Strategy

In order to achieve these objectives, the portfolio invests in high quality fixed income securities consistent with the investment policy and California Government Code.

STATEMENT OF COMPLIANCE

City of Orange Cons | Account #10897 | As of June 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (BV; ABS, CMO & MBS)	20.0	8.1	Compliant	
Max Maturity (Years)	5.0	4.6	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (BV)	20.0	6.7	Compliant	
Max % Issuer (BV)	5.0	0.6	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (BV)	40.0	1.2	Compliant	
Max % Issuer (BV)	5.0	1.2	Compliant	
Max Maturity (Days)	270	232	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (BV)	30.0	17.8	Compliant	
Max % Issuer (BV)	5.0	3.0	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FEDERAL AGENCIES				
Max % (BV)	75.0	12.6	Compliant	
Max % Issuer (BV)	30.0	5.4	Compliant	
Max Callables (BV)	20.0	7.8	Compliant	
Max Maturity (Years)	5	3	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (BV)	75.0	45.3	Compliant	
LOCAL GOVERNMENT INVESTMENT POOL (LGIP)				
Max % (BV)	100.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				

STATEMENT OF COMPLIANCE

City of Orange Cons | Account #10897 | As of June 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Max % (BV)	20.0	0.2	Compliant	
Max % Issuer (BV)	20.0	0.2	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (BV)	20.0	0.0	Compliant	
Max % Issuer (BV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (BV)	20.0	0.0	Compliant	
Max % Issuer (BV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (BV)	20.0	0.0	Compliant	
Max % Issuer (BV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (BV)	30.0	1.5	Compliant	
Max % Issuer (BV)	10.0	1.5	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (BV)	100.0	21.5	Compliant	
Max Maturity (Years)	5	4	Compliant	

PORTFOLIO CHARACTERISTICS

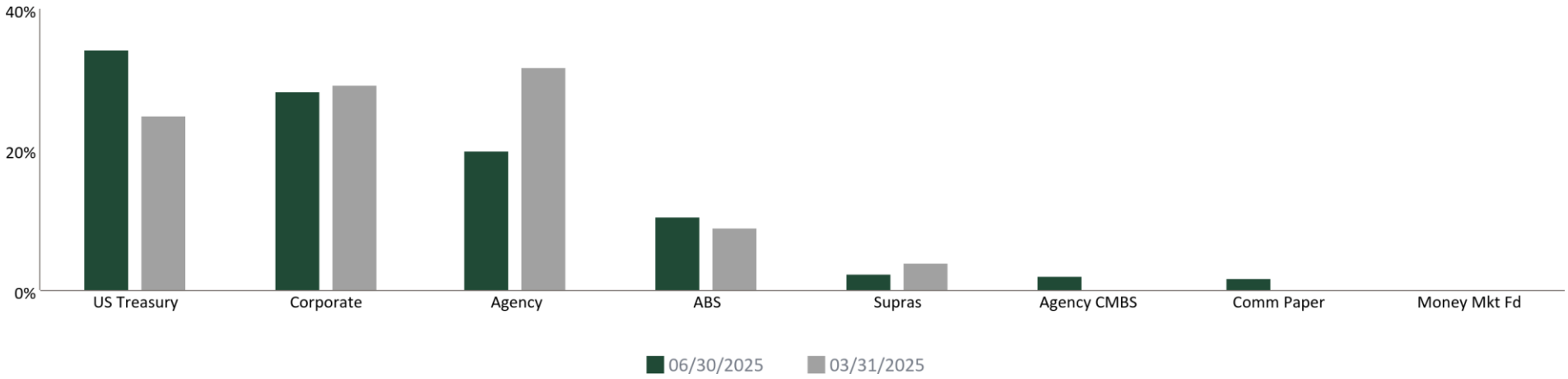
City of Orange | Account #10888 | As of June 30, 2025

	Benchmark*	6/30/2025 Portfolio	3/31/2025 Portfolio
Average Maturity (yrs)	2.65	2.91	2.67
Average Modified Duration	2.48	2.47	2.24
Average Purchase Yield		3.57%	3.38%
Average Market Yield	3.78%	4.06%	4.23%
Average Quality**	AA+	AA+	AA+
Total Market Value		106,597,904	105,095,891

*Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

City of Orange | Account #10888 | As of June 30, 2025



Sector as a Percentage of Market Value

Sector	06/30/2025	03/31/2025
US Treasury	34.27%	25.00%
Corporate	28.32%	29.46%
Agency	19.86%	31.88%
ABS	10.64%	9.11%
Supras	2.48%	4.15%
Agency CMBS	2.31%	--
Comm Paper	1.84%	--
Money Mkt Fd	0.28%	0.40%

ISSUERS

City of Orange | Account #10888 | As of June 30, 2025

Issuer	Investment Type	% Portfolio
Government of The United States	US Treasury	34.27%
Federal Home Loan Banks	Agency	8.38%
Federal Home Loan Mortgage Corp	Agency	7.52%
Toyota Motor Corporation	Corporate	4.68%
Farm Credit System	Agency	3.96%
Apple Inc.	Corporate	2.78%
International Bank for Recon and Dev	Supras	2.48%
FHLMC	Agency CMBS	2.31%
PepsiCo, Inc.	Corporate	1.95%
Mitsubishi UFJ Financial Group, Inc.	Comm Paper	1.84%
Honda Auto Receivables Owner Trust	ABS	1.78%
American Express Credit Master Trust	ABS	1.34%
State Street Corporation	Corporate	1.23%
John Deere Owner Trust	ABS	1.23%
Guardian Life Global Funding	Corporate	1.22%
BMW Vehicle Owner Trust	ABS	1.22%
Cisco Systems, Inc.	Corporate	1.21%
The Home Depot, Inc.	Corporate	1.21%
Chubb Limited	Corporate	1.20%
Merck & Co., Inc.	Corporate	1.19%
Bank of America Corporation	Corporate	1.17%
Massachusetts Mutual Life Insurance	Corporate	1.16%
PACCAR Inc	Corporate	1.15%
Chase Issuance Trust	ABS	1.01%
Royal Bank of Canada	Corporate	0.96%
Bank of Montreal	Corporate	0.95%
UnitedHealth Group Incorporated	Corporate	0.94%
GM Financial Securitized Term	ABS	0.94%
Caterpillar Inc.	Corporate	0.93%
Hyundai Auto Receivables Trust	ABS	0.87%

ISSUERS

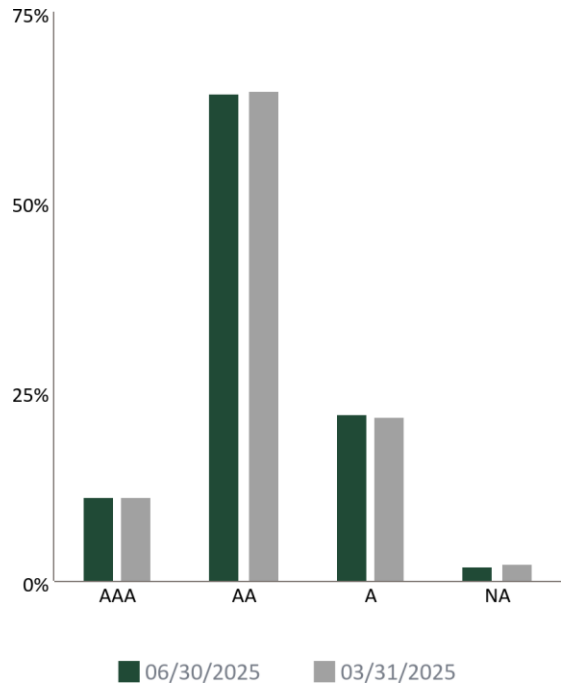
City of Orange | Account #10888 | As of June 30, 2025

Issuer	Investment Type	% Portfolio
New York Life Insurance Company	Corporate	0.79%
Metropolitan Life Global Funding I	Corporate	0.79%
Morgan Stanley	Corporate	0.73%
Eli Lilly and Company	Corporate	0.67%
WF Card Issuance Trust	ABS	0.53%
Mercedes-Benz Auto Lease Trust	ABS	0.51%
Bank of America Credit Card Trust	ABS	0.48%
Deere & Company	Corporate	0.48%
National Rural Utilities Cooperative	Corporate	0.47%
Union Pacific Corporation	Corporate	0.44%
GM Financial Automobile Leasing Trus	ABS	0.41%
Hyundai Auto Lease Securitization Tr	ABS	0.31%
First American Govt Oblig fund	Money Mkt Fd	0.28%
Cash	Cash	0.00%
TOTAL		**100.00%**

QUALITY DISTRIBUTION

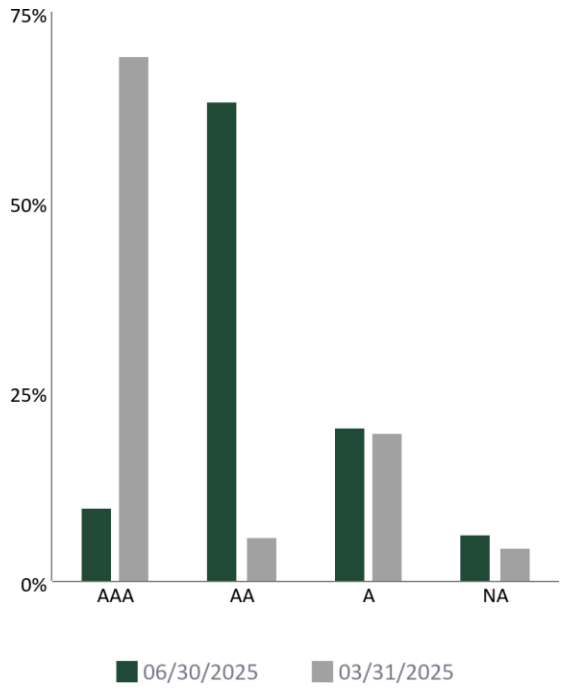
City of Orange | Account #10888 | As of June 30, 2025

S&P Rating



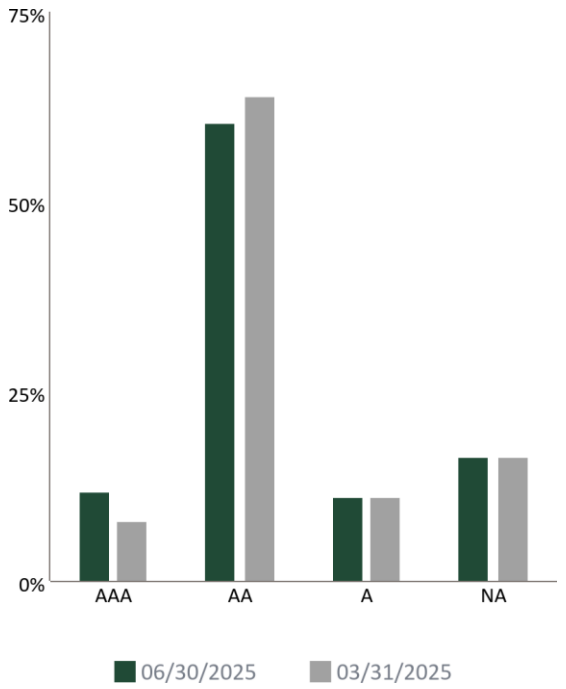
Rating	06/30/2025	03/31/2025
AAA	11.1%	11.3%
AA	64.4%	64.6%
A	22.3%	21.7%
NA	2.2%	2.4%

Moody's Rating



Rating	06/30/2025	03/31/2025
AAA	9.86%	69.48%
AA	63.48%	6.09%
A	20.40%	19.83%
NA	6.25%	4.60%

Fitch Rating

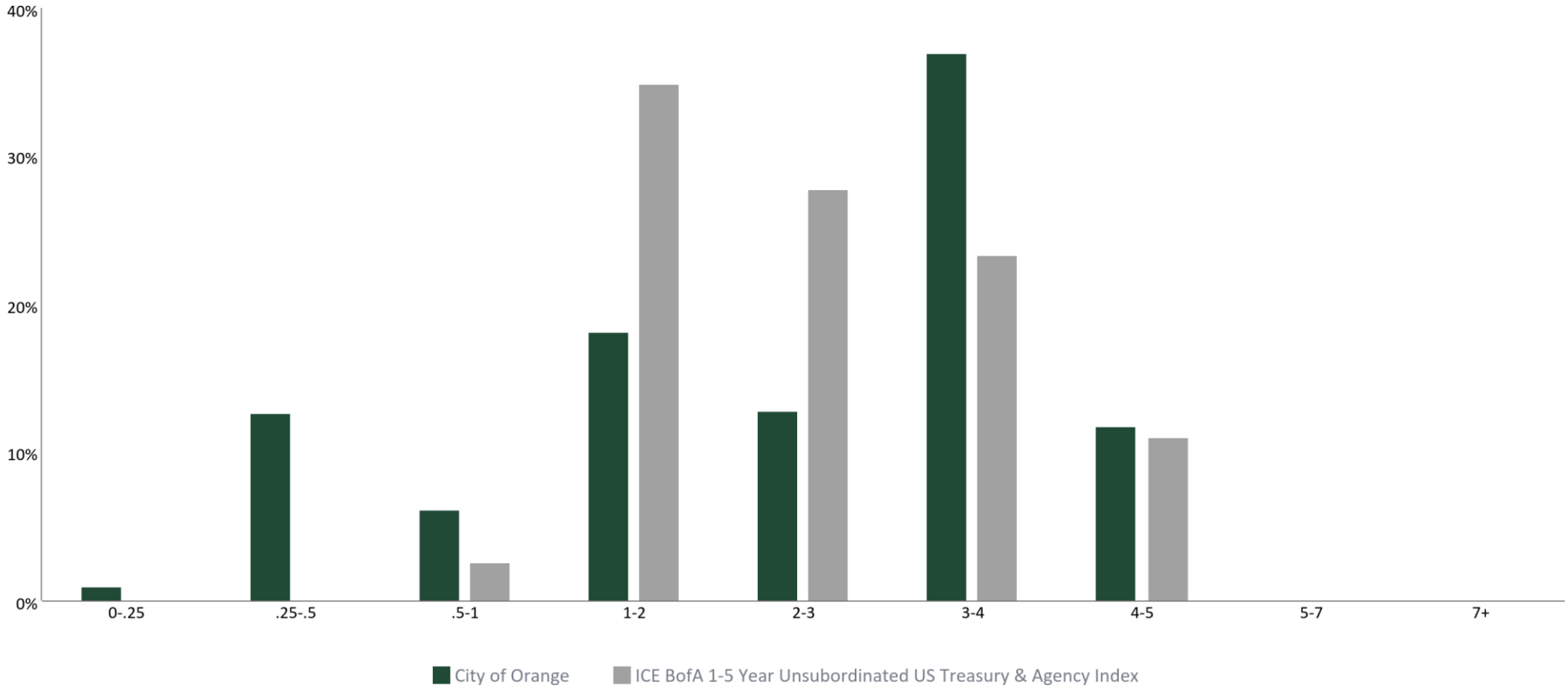


Rating	06/30/2025	03/31/2025
AAA	11.86%	8.17%
AA	60.43%	64.18%
A	11.11%	11.17%
NA	16.61%	16.49%

DURATION DISTRIBUTION

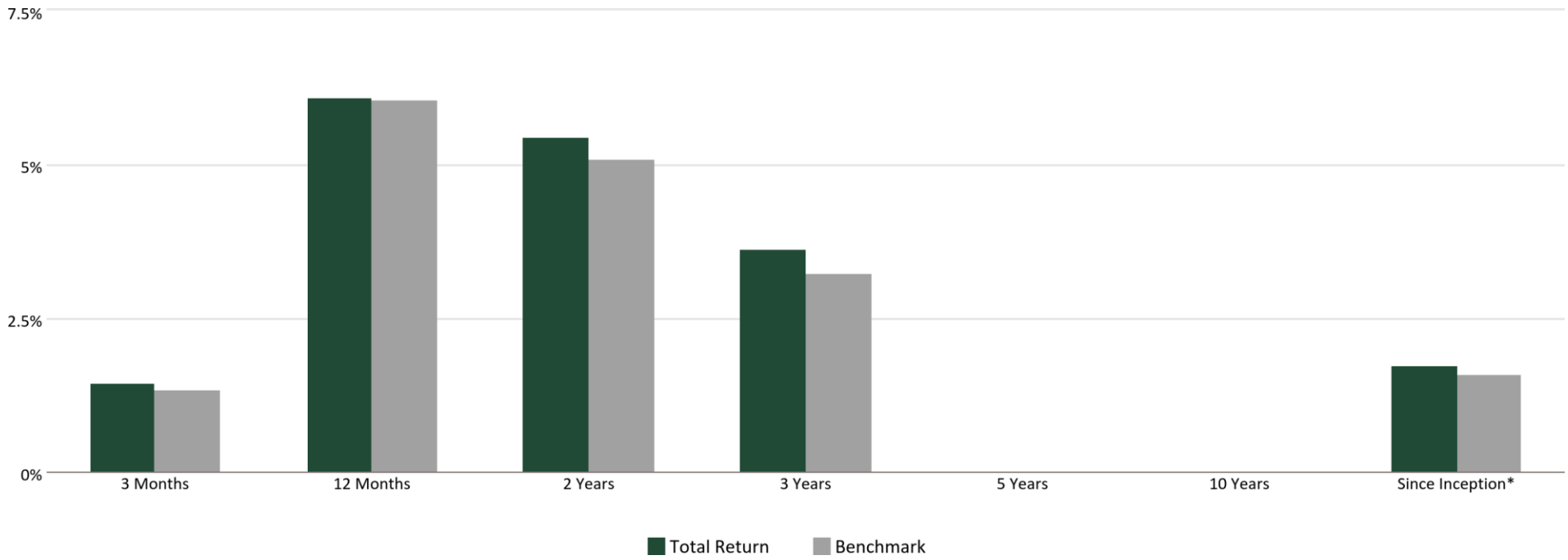
City of Orange | Account #10888 | As of June 30, 2025

Portfolio Compared to the Benchmark



	0-.25	.25-.5	.5-1	1-2	2-3	3-4	4-5	5-7	7+
Portfolio	1.0%	12.7%	6.3%	18.2%	12.9%	37.1%	11.8%	0.0%	0.0%
ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index	0.0%	0.1%	2.6%	34.9%	27.8%	23.4%	11.1%	0.0%	0.0%

Total Rate of Return : Inception | 01/01/2022



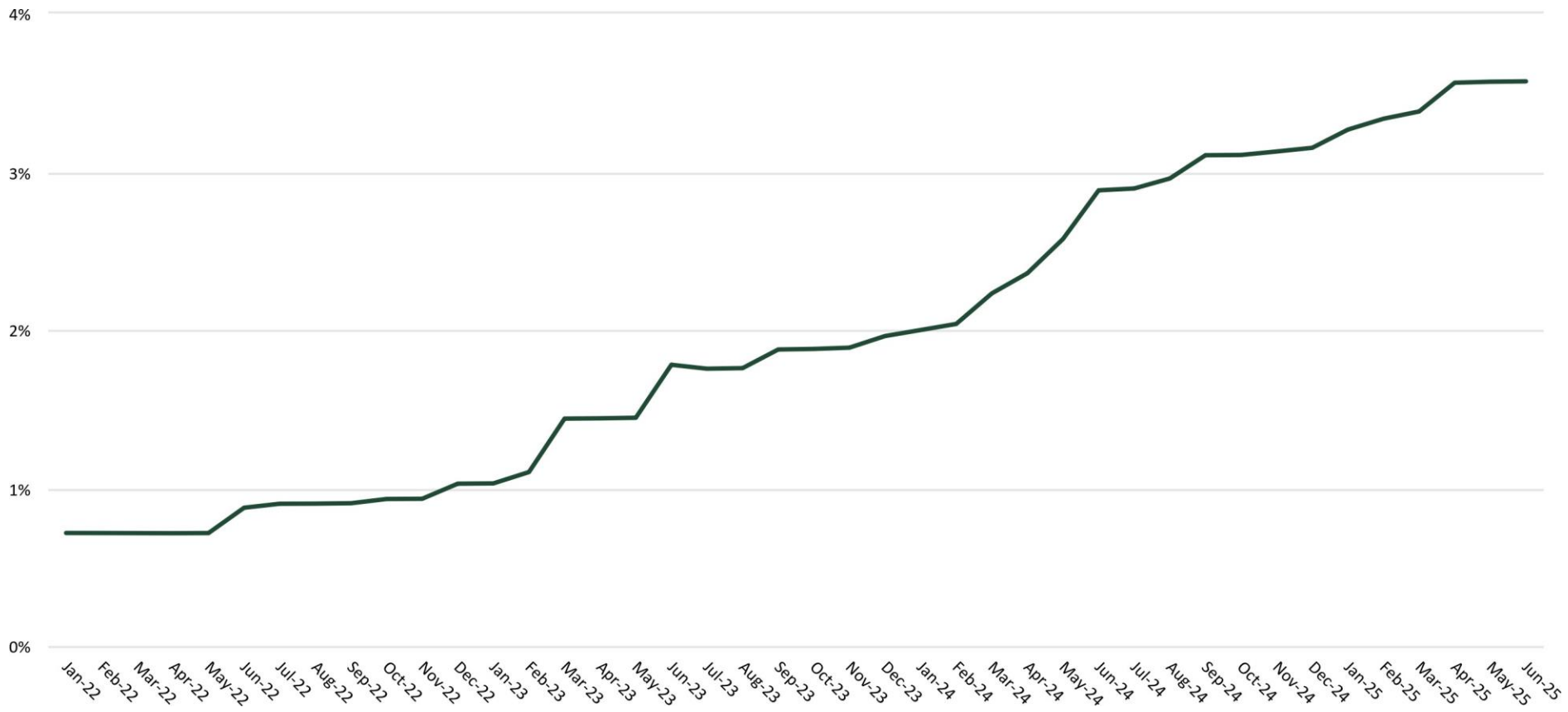
	3 Months	12 Months	2 Years	3 Years	5 Years	10 Years	Since Inception
TOTAL RATE OF RETURN							
City of Orange	1.45%	6.10%	5.48%	3.66%			1.75%
Benchmark	*1.36%*	*6.06%*	*5.11%*	*3.24%*			*1.59%*

*Periods over 1 year are annualized.
Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index
Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending market value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

HISTORICAL AVERAGE PURCHASE YIELD

City of Orange | Account #10888 | As of June 30, 2025

Purchase Yield as of 06/30/25 = 3.57%



CHANDLER ASSET MANAGEMENT

CONSOLIDATED INFORMATION

PORTFOLIO CHARACTERISTICS

City of Orange Cons | Account #10897 | As of June 30, 2025

	6/30/2025 Portfolio	3/31/2025 Portfolio
Average Maturity (yrs)	1.84	1.83
Average Modified Duration	1.56	1.54
Average Purchase Yield	3.42%	3.33%
Average Market Yield	3.71%	3.89%
Average Quality**	AA+	AA+
Total Market Value	168,667,699	153,160,709

*Benchmark: NO BENCHMARK REQUIRED
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

CHANDLER ASSET MANAGEMENT

PORTFOLIO HOLDINGS

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
43815JAC7	HAROT 2023-1 A3 5.04 04/21/2027	116,900.53	02/16/2023 5.09%	116,878.81 116,891.10	100.24 4.53%	117,182.99 163.66	0.11% 291.89	Aaa/NA AAA	1.81 0.43
47800CAC0	JDOT 2023 A3 5.01 11/15/2027	279,328.65	02/22/2023 3.39%	279,277.75 279,302.98	100.30 4.60%	280,171.07 621.97	0.26% 868.10	Aaa/NA AAA	2.38 0.65
36271VAD9	GMALT 2025-1 A3 4.66 02/21/2028	430,000.00	02/05/2025 4.66%	429,949.26 429,955.65	100.67 4.25%	432,866.55 612.27	0.41% 2,910.90	NA/AAA AAA	2.65 1.45
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	142,959.30	07/11/2023 5.47%	142,933.96 142,944.71	100.59 4.49%	143,808.86 130.33	0.14% 864.15	NA/AAA AAA	2.66 0.57
44935DAD1	HALST 2025-B A3 4.53 04/17/2028	330,000.00	04/24/2025 4.53%	329,970.20 329,971.91	100.69 4.19%	332,269.64 664.40	0.31% 2,297.74	NA/AAA AAA	2.80 1.78
02582JJZ4	AMXCA 2023-1 A 4.87 05/15/2026	350,000.00	06/07/2023 4.92%	349,968.96 349,988.04	100.52 4.30%	351,806.32 757.56	0.33% 1,818.27	NA/AAA AAA	0.87 0.84
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	985,000.00	-- 4.80%	985,558.36 985,533.75	100.64 4.23%	991,290.51 1,378.45	0.94% 5,756.76	NA/AAA AAA	2.90 1.62
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	330,000.00	11/01/2023 5.74%	329,941.89 329,962.59	101.07 4.39%	333,519.45 519.75	0.32% 3,556.86	Aaa/NA AAA	2.98 0.78
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	1,055,000.00	09/12/2023 5.29%	1,054,952.84 1,054,980.95	101.13 4.30%	1,066,951.04 2,452.29	1.01% 11,970.09	NA/AAA AAA	1.21 1.14
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	1,060,000.00	09/07/2023 5.23%	1,059,706.17 1,059,811.51	101.16 4.21%	1,072,250.31 2,430.93	1.01% 12,438.80	NA/AAA AAA	3.21 1.14
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	450,000.00	06/04/2024 5.18%	449,931.65 449,946.94	101.26 4.11%	455,673.60 388.50	0.43% 5,726.66	Aaa/AAA NA	3.66 1.12
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	510,000.00	06/11/2024 5.81%	509,900.30 509,922.07	101.58 4.24%	518,054.89 1,178.67	0.49% 8,132.82	Aaa/NA AAA	3.71 1.54
44934QAD3	HART 2024-B A3 4.84 03/15/2029	285,000.00	07/16/2024 5.45%	284,956.99 284,965.67	101.02 4.17%	287,904.72 613.07	0.27% 2,939.05	NA/AAA AAA	3.71 1.40
43813YAC6	HAROT 2024-3 A3 4.57 03/21/2029	630,000.00	08/09/2024 4.66%	629,901.03 629,919.61	100.54 4.21%	633,428.90 799.75	0.60% 3,509.30	Aaa/NA AAA	3.72 1.35
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	530,000.00	05/14/2025 4.66%	529,935.39 529,937.25	101.14 4.13%	536,018.73 1,085.91	0.51% 6,081.49	NA/AAA AAA	3.79 2.15
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	505,000.00	06/06/2024 4.93%	504,971.67 504,977.79	101.48 4.14%	512,480.62 1,106.51	0.48% 7,502.83	Aaa/AAA NA	3.87 1.75

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	500,000.00	03/04/2025 5.09%	499,968.55 499,970.68	100.25 4.16%	501,234.80 940.00	0.47% 1,264.12	Aaa/NA AAA	4.22 2.18
43814VAC1	HAROT 2025-1 A3 4.57 09/21/2029	795,000.00	02/04/2025 4.57%	794,975.51 794,977.55	100.97 4.09%	802,683.12 1,009.21	0.76% 7,705.57	NA/AAA AAA	4.23 1.82
096924AD7	BMWOT 2025-A A3 4.56 09/25/2029	680,000.00	02/04/2025 4.56%	679,933.02 679,938.54	100.86 4.09%	685,822.57 516.80	0.65% 5,884.03	Aaa/AAA NA	4.24 1.65
44935CAD3	HART 2025-A A3 4.32 10/15/2029	635,000.00	03/04/2025 4.84%	634,906.34 634,912.54	100.39 4.16%	637,452.75 1,219.20	0.60% 2,540.22	NA/AAA AAA	4.29 1.98
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	560,000.00	10/17/2024 4.29%	559,916.78 559,928.23	100.47 4.11%	562,632.56 1,067.73	0.53% 2,704.33	Aaa/AAA NA	4.29 2.14
Total ABS		**11,159,188.48**	**4.91%**	**11,158,435.44 11,158,740.05**	**100.86 4.21%**	**11,255,504.00 19,656.96**	**10.64% 96,763.94**		**3.27 1.50**
AGENCY									
3134GW3Z7	FEDERAL HOME LOAN MORTGAGE CORP 0.6 10/28/2025	8,050,000.00	10/28/2020 0.60%	8,050,000.00 8,050,000.00	98.78 4.39%	7,952,058.31 8,452.50	7.52% (97,941.69)	Aa1/AA+ AA+	0.33 0.32
3130ANDF4	FEDERAL HOME LOAN BANKS 0.9 07/29/2026	5,000,000.00	07/29/2021 0.90%	5,010,000.00 5,000,000.00	96.68 4.08%	4,833,892.35 19,000.00	4.57% (166,107.65)	Aa1/AA+ AA+	1.08 1.05
3133EPDJ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 09/15/2027	2,000,000.00	03/27/2023 3.81%	2,045,720.00 2,022,579.85	101.10 3.85%	2,021,974.64 25,763.89	1.91% (605.21)	Aa1/AA+ AA+	2.21 2.06
3130AEB25	FEDERAL HOME LOAN BANKS 3.25 06/09/2028	2,000,000.00	07/24/2023 4.15%	1,921,180.00 1,952,469.02	98.86 3.66%	1,977,290.70 3,972.22	1.87% 24,821.68	Aa1/AA+ AA+	2.94 2.77
3130AXQK7	FEDERAL HOME LOAN BANKS 4.75 12/08/2028	2,000,000.00	01/29/2024 4.05%	2,060,660.00 2,042,947.55	102.89 3.84%	2,057,787.90 6,069.44	1.95% 14,840.35	Aa1/AA+ AA+	3.44 3.15
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029	2,100,000.00	04/29/2024 4.70%	2,104,263.00 2,103,266.12	102.95 3.91%	2,162,039.78 16,902.08	2.04% 58,773.65	Aa1/AA+ AA+	3.83 3.46
Total Agency		**21,150,000.00**	**2.07%**	**21,191,823.00 21,171,262.54**	**99.36 4.10%**	**21,005,043.67 80,160.14**	**19.86% (166,218.87)**		**1.59 1.49**
AGENCY CMBS									
3137FPJG1	FHMS K-099 A2 2.595 09/25/2029	1,140,000.00	06/11/2025 4.29%	1,066,122.66 1,066,843.18	94.30 4.09%	1,075,065.71 2,465.25	1.02% 8,222.53	Aa1/AA+ AAA	4.24 3.84

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	1,500,000.00	06/12/2025 4.23%	1,365,820.31 1,366,952.63	91.55 4.12%	1,373,263.35 2,586.25	1.30% 6,310.72	Aa1/AA+ AAA	4.57 4.24
Total Agency CMBS		**2,640,000.00**	**4.26%**	**2,431,942.97** **2,433,795.81**	**92.76** **4.10%**	**2,448,329.06** **5,051.50**	**2.31%** **14,533.26**		**4.43** **4.06**
CASH									
CCYUSD	Receivable	1,731.14	--	1,731.14 1,731.14	1.00 0.00%	1,731.14 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**1,731.14**		**1,731.14** **1,731.14**	**1.00** **0.00%**	**1,731.14** **0.00**	**0.00%** **0.00**		**0.00** **0.00**
COMMERCIAL PAPER									
62479MBH5	MUFG Bank, Ltd., New York Branch 02/17/2026	2,000,000.00	05/23/2025 4.41%	1,936,898.89 1,945,201.67	97.29 4.34%	1,945,840.00 0.00	1.84% 638.33	P-1/A-1 NA	0.64 0.62
Total Commercial Paper		**2,000,000.00**	**4.41%**	**1,936,898.89** **1,945,201.67**	**97.29** **4.34%**	**1,945,840.00** **0.00**	**1.84%** **638.33**		**0.64** **0.62**
CORPORATE									
89236THP3	TOYOTA MOTOR CREDIT CORP 0.8 10/16/2025	5,000,000.00	11/19/2020 0.70%	5,025,000.00 5,001,492.75	98.96 4.39%	4,948,245.05 8,333.33	4.68% (53,247.70)	A1/A+ A+	0.30 0.29
63743HFF4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	495,000.00	10/20/2022 5.50%	494,336.70 494,926.70	100.30 4.50%	496,470.56 4,571.19	0.47% 1,543.85	A2/A- A	0.33 0.33
037833EB2	APPLE INC 0.7 02/08/2026	3,000,000.00	02/08/2021 0.70%	2,999,730.00 2,999,967.17	97.88 4.30%	2,936,348.79 8,341.67	2.78% (63,618.38)	Aaa/AA+ NA	0.61 0.59
713448FQ6	PEPSICO INC 4.55 02/13/2026	195,000.00	02/13/2023 4.57%	194,886.90 194,976.53	100.07 4.43%	195,137.04 3,401.13	0.18% 160.51	A1/A+ NA	0.62 0.51
907818GE2	UNION PACIFIC CORP 4.75 02/21/2026	470,000.00	02/13/2023 4.77%	469,689.80 469,933.49	100.14 4.51%	470,664.38 8,061.81	0.44% 730.89	A3/A- A-	0.65 0.53
61747YET8	MORGAN STANLEY 4.679 07/17/2026	775,000.00	12/28/2022 5.76%	764,390.25 774,817.36	99.98 6.05%	774,880.10 16,519.47	0.73% 62.74	A1/A- A+	1.05 0.04

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
24422EXD6	JOHN DEERE CAPITAL CORP 5.15 09/08/2026	505,000.00	09/05/2023 5.18%	504,641.45 504,858.02	101.20 4.10%	511,065.81 8,163.47	0.48% 6,207.79	A1/A A+	1.19 1.13
713448FW3	PEPSICO INC 5.125 11/10/2026	380,000.00	11/08/2023 5.13%	379,897.40 379,953.47	101.26 4.16%	384,787.73 2,758.96	0.36% 4,834.26	A1/A+ NA	1.36 1.22
06368LAQ9	BANK OF MONTREAL 4.7 09/14/2027	1,000,000.00	03/30/2023 4.91%	991,550.00 995,821.71	100.91 4.26%	1,009,099.76 13,969.44	0.95% 13,278.05	A2/A- AA-	2.21 1.97
78016FZW7	ROYAL BANK OF CANADA 4.9 01/12/2028	1,000,000.00	03/30/2023 4.95%	997,990.00 998,936.36	101.82 4.13%	1,018,232.04 23,002.78	0.96% 19,295.68	A1/A AA-	2.54 2.31
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	1,250,000.00	06/27/2024 5.30%	1,206,175.00 1,223,405.34	99.13 5.07%	1,239,106.05 21,377.22	1.17% 15,700.71	A1/A- AA-	2.56 1.46
713448FL7	PEPSICO INC 3.6 02/18/2028	1,500,000.00	03/27/2024 4.49%	1,452,735.00 1,468,024.66	99.14 3.95%	1,487,095.97 19,950.00	1.41% 19,071.30	A1/A+ NA	2.64 2.45
857477CU5	STATE STREET CORP 4.536 02/28/2028	1,285,000.00	02/25/2025 4.51%	1,285,000.00 1,285,000.00	101.14 4.08%	1,299,635.96 19,914.93	1.23% 14,635.96	Aa3/A AA-	2.67 2.38
58933YBH7	MERCK & CO INC 4.05 05/17/2028	1,250,000.00	09/26/2024 3.76%	1,261,775.00 1,259,262.15	100.46 3.88%	1,255,745.20 6,187.50	1.19% (3,516.95)	Aa3/A+ NA	2.88 2.61
91324PEU2	UNITEDHEALTH GROUP INC 4.25 01/15/2029	1,000,000.00	05/28/2024 5.05%	967,180.00 974,900.07	99.82 4.30%	998,225.19 19,597.22	0.94% 23,325.12	A2/A+ A	3.54 3.19
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	1,200,000.00	03/27/2024 4.70%	1,194,684.00 1,196,065.56	101.37 4.18%	1,216,410.37 23,153.33	1.15% 20,344.81	A1/A+ NA	3.59 3.22
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	1,250,000.00	02/27/2024 4.84%	1,250,650.00 1,250,473.09	102.48 4.11%	1,280,968.20 21,050.35	1.21% 30,495.11	A1/AA- NA	3.66 3.21
437076DC3	HOME DEPOT INC 4.75 06/25/2029	1,250,000.00	06/27/2024 4.82%	1,245,987.50 1,246,797.48	102.07 4.18%	1,275,915.78 989.58	1.21% 29,118.29	A2/A A	3.99 3.53
532457CQ9	ELI LILLY AND CO 4.2 08/14/2029	705,000.00	08/12/2024 4.25%	703,456.05 703,727.47	100.35 4.10%	707,502.33 11,268.25	0.67% 3,774.86	Aa3/A+ NA	4.12 3.62
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	1,250,000.00	09/26/2024 4.08%	1,280,725.00 1,275,867.22	101.70 4.19%	1,271,304.46 21,958.33	1.20% (4,562.76)	A2/A A	4.13 3.59
40139LBJ1	GUARDIAN LIFE GLOBAL FUNDING 4.179 09/26/2029	1,300,000.00	11/26/2024 4.67%	1,272,336.00 1,275,723.43	99.55 4.29%	1,294,179.81 14,336.29	1.22% 18,456.38	Aa1/AA+ NA	4.24 3.80
64952WFK4	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029	830,000.00	12/02/2024 4.61%	829,526.90 829,580.79	101.11 4.32%	839,253.74 2,757.44	0.79% 9,672.95	Aa1/AA+ AAA	4.43 3.96
14913UAX8	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/08/2030	960,000.00	01/06/2025 4.84%	958,147.20 958,323.75	102.40 4.21%	983,058.42 22,144.00	0.93% 24,734.67	A2/A A+	4.53 3.95

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
59217GFT1	METROPOLITAN LIFE GLOBAL FUNDING I 4.9 01/09/2030	820,000.00	01/02/2025 4.95%	818,310.80 818,470.84	102.02 4.40%	836,530.63 19,197.11	0.79% 18,059.80	Aa3/AA- AA-	4.53 3.94
57629TBV8	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030	1,200,000.00	-- 4.90%	1,202,338.00 1,202,352.88	102.11 4.43%	1,225,309.74 28,215.00	1.16% 22,956.86	Aa3/AA+ AA+	4.53 3.94
Total Corporate		**29,870,000.00**	**3.69%**	**29,751,138.95** **29,783,658.30**	**100.31** **4.32%**	**29,955,173.11** **349,219.80**	**28.32%** **171,514.81**		**2.46** **2.14**
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	291,001.23	-- 3.96%	291,001.23 291,001.23	1.00 3.96%	291,001.23 0.00	0.28% 0.00	Aaa/AAAm AAA	0.00 0.00
Total Money Market Fund		**291,001.23**	**3.96%**	**291,001.23** **291,001.23**	**1.00** **3.96%**	**291,001.23** **0.00**	**0.28%** **0.00**		**0.00** **0.00**
SUPRANATIONAL									
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	2,000,000.00	07/24/2023 4.19%	1,938,380.00 1,962,375.43	99.26 3.76%	1,985,110.48 32,861.11	1.88% 22,735.05	Aaa/AAA NA	3.03 2.80
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	635,000.00	03/14/2025 4.20%	632,733.05 632,860.92	101.23 3.84%	642,779.35 7,348.80	0.61% 9,918.42	Aaa/AAA NA	4.72 4.21
Total Supranational		**2,635,000.00**	**4.20%**	**2,571,113.05** **2,595,236.36**	**99.74** **3.78%**	**2,627,889.83** **40,209.91**	**2.48%** **32,653.47**		**3.45** **3.15**
US TREASURY									
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	3,000,000.00	09/30/2021 1.01%	2,980,546.88 2,995,142.05	96.33 3.92%	2,889,843.75 6,598.36	2.73% (105,298.30)	Aa1/AA+ AA+	1.25 1.22
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	1,000,000.00	-- 3.68%	998,446.60 998,648.65	99.83 3.69%	998,281.25 9,112.02	0.94% (367.40)	Aa1/AA+ AA+	2.75 2.57
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	2,000,000.00	12/28/2023 3.86%	1,935,078.13 1,955,104.51	98.13 3.72%	1,962,656.24 7,982.34	1.86% 7,551.73	Aa1/AA+ AA+	3.38 3.15
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	2,200,000.00	03/27/2024 4.18%	2,206,617.19 2,204,924.25	101.76 3.73%	2,238,757.82 31,251.36	2.12% 33,833.57	Aa1/AA+ AA+	3.67 3.33

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	2,200,000.00	05/28/2024 4.53%	2,161,156.25 2,169,905.44	101.35 3.73%	2,229,734.36 22,811.48	2.11% 59,828.93	Aa1/AA+ AA+	3.75 3.42
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	2,000,000.00	-- 4.13%	2,042,382.82 2,034,514.06	103.13 3.74%	2,062,500.00 15,584.24	1.95% 27,985.94	Aa1/AA+ AA+	3.83 3.47
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	2,200,000.00	06/13/2024 4.25%	2,224,578.13 2,219,396.65	102.73 3.74%	2,259,984.36 8,385.25	2.14% 40,587.72	Aa1/AA+ AA+	3.92 3.56
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	2,000,000.00	09/26/2024 3.56%	2,038,515.62 2,032,481.22	100.93 3.75%	2,018,671.88 33,370.17	1.91% (13,809.34)	Aa1/AA+ AA+	4.08 3.68
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	2,000,000.00	10/30/2024 4.10%	1,915,156.25 1,926,837.29	97.59 3.76%	1,951,718.76 20,889.95	1.85% 24,881.47	Aa1/AA+ AA+	4.17 3.82
91282CFL0	UNITED STATES TREASURY 3.875 09/30/2029	2,200,000.00	10/30/2024 4.10%	2,177,828.13 2,180,829.67	100.46 3.76%	2,210,140.64 21,428.96	2.09% 29,310.97	Aa1/AA+ AA+	4.25 3.85
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	2,500,000.00	04/29/2025 3.77%	2,523,535.16 2,522,648.12	100.95 3.76%	2,523,828.13 16,847.83	2.39% 1,180.00	Aa1/AA+ AA+	4.34 3.92
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	2,400,000.00	12/27/2024 4.45%	2,366,062.50 2,369,520.50	101.47 3.76%	2,435,251.20 8,385.25	2.30% 65,730.70	Aa1/AA+ AA+	4.42 4.00
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	2,500,000.00	04/29/2025 3.78%	2,550,488.28 2,548,686.17	101.97 3.78%	2,549,316.40 44,319.75	2.41% 630.23	Aa1/AA+ AA+	4.59 4.07
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	2,700,000.00	-- 4.02%	2,697,195.31 2,697,332.75	100.97 3.77%	2,726,261.71 36,097.83	2.58% 28,928.96	Aa1/AA+ AA+	4.67 4.17
91282CGS4	UNITED STATES TREASURY 3.625 03/31/2030	2,500,000.00	04/29/2025 3.80%	2,480,664.06 2,481,331.56	99.29 3.79%	2,482,128.90 22,780.05	2.35% 797.34	Aa1/AA+ AA+	4.75 4.28
91282CMZ1	UNITED STATES TREASURY 3.875 04/30/2030	2,700,000.00	05/29/2025 4.03%	2,681,542.97 2,681,871.83	100.39 3.78%	2,710,546.88 17,627.04	2.56% 28,675.05	Aa1/AA+ AA+	4.83 4.34
Total US Treasury		**36,100,000.00**	**3.79%**	**35,979,794.28** **36,019,174.69**	**100.45** **3.77%**	**36,249,622.27** **323,471.85**	**34.27%** **230,447.58**		**3.95** **3.58**
Total Portfolio		**105,846,920.85**	**3.57%**	**105,313,878.94** **105,399,801.80**	**99.71** **4.06%**	**105,780,134.31** **817,770.17**	**100.00%** **380,332.52**		**2.91** **2.47**
Total Market Value + Accrued						**106,597,904.48**			

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Orange LAIF Balances | Account #10895 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	446,870.60	--	446,870.60 446,870.60	1.00 0.00%	446,870.60 0.00	0.98% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**446,870.60**		**446,870.60** **446,870.60**	**1.00** **0.00%**	**446,870.60** **0.00**	**0.98%** **0.00**		**0.00** **0.00**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	45,340,100.19	-- 4.27%	45,340,100.19 45,340,100.19	1.00 4.27%	45,340,100.19 0.00	99.02% 0.00	NA/NA NA	0.00 0.00
Total LAIF		**45,340,100.19**	**4.27%**	**45,340,100.19** **45,340,100.19**	**1.00** **4.27%**	**45,340,100.19** **0.00**	**99.02%** **0.00**		**0.00** **0.00**
Total Portfolio		**45,786,970.79**	**4.27%**	**45,786,970.79** **45,786,970.79**	**1.00** **4.23%**	**45,786,970.79** **0.00**	**100.00%** **0.00**		**0.00** **0.00**
Total Market Value + Accrued						**45,786,970.79**			

HOLDINGS REPORT

City of Orange Bank Balances | Account #10896 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
999WEL$14	Wells Fargo	561,125.59	--	561,125.59 561,125.59	1.00 0.00%	561,125.59 0.00	3.45% 0.00	NA/NA NA	0.00 0.00
999WEL$15	Wells Fargo	15,547,811.21	-- 0.00%	15,547,811.21 15,547,811.21	1.00 0.00%	15,547,811.21 0.00	95.49% 0.00	NA/NA NA	0.00 0.00
999WEL$12	Wells Fargo General	173,887.00	03/31/2025 0.00%	173,887.00 173,887.00	1.00 0.00%	173,887.00 0.00	1.07% 0.00	NA/NA NA	0.00 0.00
Total Cash		**16,282,823.80**	**0.00%**	**16,282,823.80** **16,282,823.80**	**1.00** **0.00%**	**16,282,823.80** **0.00**	**100.00%** **0.00**		**0.00** **0.00**
Total Portfolio		**16,282,823.80**	**0.00%**	**16,282,823.80** **16,282,823.80**	**1.00** **0.00%**	**16,282,823.80** **0.00**	**100.00%** **0.00**		**0.00** **0.00**
Total Market Value + Accrued						**16,282,823.80**			

CHANDLER ASSET MANAGEMENT

TRANSACTIONS

TRANSACTION LEDGER

City of Orange | Account #10888|04/01/2025 Through 06/30/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/30/2025	44935DAD1	330,000.00	HALST 2025-B A3 4.53 04/17/2028	99.991	4.53%	(329,970.20)	0.00	(329,970.20)	0.00
Purchase	04/30/2025	91282CFT3	2,500,000.00	UNITED STATES TREASURY 4.0 10/31/2029	100.941	3.77%	(2,523,535.16)	0.00	(2,523,535.16)	0.00
Purchase	04/30/2025	91282CGS4	2,500,000.00	UNITED STATES TREASURY 3.625 03/31/2030	99.227	3.80%	(2,480,664.06)	(7,428.28)	(2,488,092.34)	0.00
Purchase	04/30/2025	91282CMG3	2,500,000.00	UNITED STATES TREASURY 4.25 01/31/2030	102.020	3.78%	(2,550,488.28)	(26,122.24)	(2,576,610.52)	0.00
Purchase	05/21/2025	58768YAD7	530,000.00	MBALT 2025-A A3 4.61 04/16/2029	99.988	4.66%	(529,935.39)	0.00	(529,935.39)	0.00
Purchase	05/27/2025	62479MBH5	2,000,000.00	MUFG Bank, Ltd. - New York Branch 02/17/2026	96.845	4.41%	(1,936,898.89)	0.00	(1,936,898.89)	0.00
Purchase	05/29/2025	362962AD4	485,000.00	GMALT 2025-2 A3 4.58 05/20/2028	99.998	4.84%	(484,991.95)	0.00	(484,991.95)	0.00
Purchase	05/29/2025	362962AD4	500,000.00	GMALT 2025-2 A3 4.58 05/20/2028	100.113	4.77%	(500,566.41)	0.00	(500,566.41)	0.00
Purchase	05/30/2025	91282CGQ8	500,000.00	UNITED STATES TREASURY 4.0 02/28/2030	99.938	4.01%	(499,687.50)	(4,945.65)	(504,633.15)	0.00
Purchase	05/30/2025	91282CMZ1	2,700,000.00	UNITED STATES TREASURY 3.875 04/30/2030	99.316	4.03%	(2,681,542.97)	(8,529.21)	(2,690,072.18)	0.00
Purchase	06/13/2025	57629TBV8	200,000.00	MASSMUTUAL GLOBAL FUNDING II 4.95 01/10/2030	101.409	4.60%	(202,818.00)	(4,207.50)	(207,025.50)	0.00
Purchase	06/16/2025	3137FPJG1	1,140,000.00	FHMS K-099 A2 2.595 09/25/2029	93.520	4.29%	(1,066,122.66)	(1,232.63)	(1,067,355.29)	0.00
Purchase	06/17/2025	3137FRUT6	1,500,000.00	FHMS K-106 A2 2.069 01/25/2030	91.055	4.23%	(1,365,820.31)	(1,379.33)	(1,367,199.64)	0.00
Total Purchase			**17,385,000.00**				**(17,153,041.78)**	**(53,844.84)**	**(17,206,886.62)**	**0.00**
TOTAL ACQUISITIONS			**17,385,000.00**				**(17,153,041.78)**	**(53,844.84)**	**(17,206,886.62)**	**0.00**
DISPOSITIONS										
Call Redemption	04/22/2025	46647PBK1	(1,250,000.00)	JPMORGAN CHASE & CO 2.083 04/22/2026	100.000	4.69%	1,250,000.00	0.00	1,250,000.00	0.00

TRANSACTION LEDGER

City of Orange | Account #10888|04/01/2025 Through 06/30/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Total Call Redemption			**(1,250,000.00)**				**1,250,000.00**	**0.00**	**1,250,000.00**	**0.00**
Maturity	04/28/2025	3130ANA42	(4,000,000.00)	FEDERAL HOME LOAN BANKS 0.65 04/28/2025	100.000	0.65%	4,000,000.00	0.00	4,000,000.00	0.00
Maturity	04/29/2025	3130AMBG6	(2,400,000.00)	FEDERAL HOME LOAN BANKS 0.75 04/29/2025	100.000	0.75%	2,400,000.00	0.00	2,400,000.00	0.00
Total Maturity			**(6,400,000.00)**				**6,400,000.00**	**0.00**	**6,400,000.00**	**0.00**
Sale	05/27/2025	3133EPCF0	(400,000.00)	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/02/2026	100.206	4.01%	400,824.00	4,250.00	405,074.00	(567.35)
Sale	05/27/2025	3133EPQC2	(2,000,000.00)	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 07/17/2026	100.524	4.66%	2,010,480.00	33,402.78	2,043,882.78	11,148.98
Sale	05/28/2025	3133EPCF0	(500,000.00)	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/02/2026	100.130	4.01%	500,650.00	5,375.00	506,025.00	(1,082.95)
Sale	05/30/2025	3130ATS57	(2,000,000.00)	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	101.404	3.82%	2,028,080.00	20,000.00	2,048,080.00	(5,820.66)
Sale	05/30/2025	3133EPCF0	(1,100,000.00)	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/02/2026	100.168	4.01%	1,101,848.00	12,100.00	1,113,948.00	(1,937.07)
Sale	06/12/2025	91282CGT2	(825,000.00)	UNITED STATES TREASURY 3.625 03/31/2028	99.195	3.68%	818,361.33	5,964.91	824,326.24	(5,502.71)
Sale	06/13/2025	4581X0EK0	(1,720,000.00)	INTER-AMERICAN DEVELOPMENT BANK 4.5 05/15/2026	100.252	4.53%	1,724,334.40	6,020.00	1,730,354.40	4,760.64
Total Sale			**(8,545,000.00)**				**8,584,577.73**	**87,112.69**	**8,671,690.42**	**998.88**
TOTAL DISPOSITIONS			**(16,195,000.00)**				**16,234,577.73**	**87,112.69**	**16,321,690.42**	**998.88**

TRANSACTION LEDGER

City of Orange LAIF Balances | Account #10895|04/01/2025 Through 06/30/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/15/2025	90LAIF$00	350,242.45	Local Agency Investment Fund State Pool	1.000	4.28%	(350,242.45)	0.00	(350,242.45)	0.00
Purchase	04/30/2025	90LAIF$00	10,000,000.00	Local Agency Investment Fund State Pool	1.000	4.27%	(10,000,000.00)	0.00	(10,000,000.00)	0.00
Total Purchase			**10,350,242.45**				**(10,350,242.45)**	**0.00**	**(10,350,242.45)**	**0.00**
TOTAL ACQUISITIONS			**10,350,242.45**				**(10,350,242.45)**	**0.00**	**(10,350,242.45)**	**0.00**

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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 DISCLOSURES

City of Orange | Account #10888 | As of June 30, 2025

Benchmark	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.