



ANNOTATED AGENDA

Antioch City Council REGULAR MEETING

Date: **Tuesday, April 25, 2023**

Time: 6:00 P.M. – Closed Session
7:00 P.M. – Regular Meeting

Place: **Council Chambers**
200 'H' Street
Antioch, CA 94509

City Council meetings are televised live on Comcast channel 24, AT&T U-verse channel 99, or live stream (at www.antiochca.gov). Please see the inside cover for detailed Speaker Rules.

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

Lamar Thorpe, Mayor
Tamisha Torres-Walker, Mayor Pro Tem (District 1)
Michael Barbanica, Council Member District 2
Lori Ogorchock, Council Member District 3
Monica E. Wilson, Council Member District 4

Ellie Householder, City Clerk
Lauren Posada, City Treasurer

Forrest B. Ebbs, Acting City Manager
Thomas Lloyd Smith, City Attorney

ACCESSIBILITY: In accordance with the Americans with Disabilities Act and California law, it is the policy of the City of Antioch to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at the number or address below at least 72 hours prior to the meeting or when you desire to receive services. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility. The City's ADA Coordinator can be reached @ Phone: (925) 779-6950, and e-mail: publicworks@antiochca.gov.

Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Unless otherwise noted, City Council actions include a determination that the California Environmental Quality Act (CEQA) does not apply. The Council meets regularly on the second and fourth Tuesdays of the month at 7:00 p.m., with Closed Sessions often occurring before or after the regular meeting. City Council Agendas, including Staff Reports are posted onto our City's Website 72 hours before each Council Meeting. To be notified when the agenda packets are posted onto our City's Website, simply click on this link: [Notifications – City of Antioch, California \(antiochca.gov\)](https://www.antiochca.gov/notifications) and enter your e-mail address to subscribe. To view the agenda information, click on the following link: [City Council – City of Antioch, California \(antiochca.gov\)](https://www.antiochca.gov/city-council). Questions may be directed to the staff member who prepared the staff report, or to the City Clerk's Office, who will refer you to the appropriate person.

Notice of Opportunity to Address Council

The public has the opportunity to address the City Council on each agenda item. To address the Council, fill out a Speaker Request form and place in the Speaker Card Tray near the City Clerk before the meeting begins. This will enable us to call upon you to speak. Comments regarding matters not on this Agenda may be addressed during the "Public Comments" section. No one may speak more than once on an agenda item or during "Public Comments". The Speaker Request forms are located at the entrance of the Council Chambers. Please see the Speaker Rules on the inside cover of this Agenda.

6:01 P.M. ROLL CALL – CLOSED SESSION – for Council Members – *All Present*

PUBLIC COMMENTS *for Closed Session – None*

CLOSED SESSION:

- 1) **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to Government Code section 54956.9 Trent Allen, et al. v. City of Antioch, United States District Court Northern District of California Case No. 3:23-cv-01895-TSH.

No reportable action

- 2) **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Significant exposure to litigation pursuant to California Government Code section 54956.9(b): Two Cases.

***Council authorized City Attorney to commit the City to participate in the National Opioid settlements.
The potential settlement value is \$466,200, 5/0***

- 3) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION: ACTING CITY MANAGER.** This closed session is authorized pursuant to Government Code section 54957(b)(1).

No reportable action

CLOSED SESSION – Continued

4) PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY ATTORNEY. This closed session is authorized pursuant to Government Code section 54957(b)(1).

No reportable action

6:02 P.M. ADJOURNED TO CLOSED SESSION

7:08 P.M. ROLL CALL – REGULAR MEETING – for Council Members – *All Present*

PLEDGE OF ALLEGIANCE

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

1. PROCLAMATIONS

- Arbor Day, April 28, 2023
- National Library Week, April 23-29, 2023
- Be Kind to Animals Month, May 2023

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the proclamations.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

PUBLIC COMMENTS – *Members of the public may comment only on unagendized items. The public may comment on agendized items when they come up on this Agenda.*

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

8:24 P.M. RECESS DUE TO TECH/AUDIO ISSUE

8:30 P.M. RECONVENED – All Present

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS – Continued

8:32 P.M. RECESS DUE TO TECH/AUDIO ISSUE

8:35 P.M. RECONVENED – All Present

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS – Continued

- 8:38 P.M. COUNCIL MOTIONED TO ADJOURN MEETING TO MAY 9, 2023, DUE TO TECH/AUDIO ISSUE, 5/0**
- 8:39 P.M. COUNCIL MOTIONED TO RESCIND ADJOURNMENT AND CONTINUE MEETING AS TECH/AUDIO ISSUE HAS BEEN RESOLVED, 5/0**
- 8:39 P.M. ROLL CALL – All Present**

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS – Continued

PUBLIC COMMENTS (Continued) – Members of the public may comment only on unagendized items. The public may comment on agendized items when they come up on this Agenda.

MAYOR’S COMMENTS

2. CONSENT CALENDAR

- A. APPROVAL OF COUNCIL MEETING MINUTES FOR MARCH 28, 2023**
Recommended Action: It is recommended that the City Council approve the Meeting Minutes.
Approved, 5/0
- B. APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 11, 2023**
Recommended Action: It is recommended that the City Council continue the Meeting Minutes.
Continued, 5/0
- C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR APRIL 18, 2023**
Recommended Action: It is recommended that the City Council continue the Special Meeting Minutes.
Continued, 5/0
- D. APPROVAL OF TREASURER’S REPORT FOR DECEMBER 2022**
Recommended Action: It is recommended that the City Council receive and file the December 2022 Treasurer’s Report.
Received, 5/0

CONSENT CALENDAR – Continued

E. APPROVAL OF TREASURER'S REPORT FOR JANUARY 2023

Received, 5/0

Recommended Action: It is recommended that the City Council receive and file the January 2023 Treasurer's Report.

F. APPROVAL OF TREASURER'S REPORT FOR FEBRUARY 2023

Received, 5/0

Recommended Action: It is recommended that the City Council receive and file the February 2023 Treasurer's Report.

G. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the warrants.

H. APPROVAL OF AWARD OF THE CALIFORNIA VIOLENCE INTERVENTION & PREVENTION (CALVIP) GRANT PROGRAM TECHNICAL ASSISTANCE/SUPPORT, TRAINING & DEVELOPMENT SERVICE PROVIDERS, ADVANCE PEACE WITH FISCAL SPONSOR SAFE PASSAGES

Reso No. 2023/59 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution authorizing the Acting City Manager or designee to enter into an agreement with Advanced Peace for technical assistance, support, training, and development for four hundred and thirty-five thousand dollars (\$435,000) funded by CalVIP grant funds.

I. EXTENSION OF BANKING SERVICES CONTRACT WITH BANK OF THE WEST FOR FIVE YEARS

Reso No. 2023/60 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving an extension of the banking services contract with Bank of the West for five years.

J. THIRD AMENDMENT TO EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT (P.W. 704-1)

Reso No. 2023/61 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution accepting the third amendment to the East County Water Management Association Agreement.

CONSENT CALENDAR – Continued

K. CONSULTING SERVICES AGREEMENTS WITH COASTLAND AND PARK ENGINEERING FOR ON-CALL INSPECTION SERVICES

Reso No. 2023/62 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution:

- 1) Approving the Consulting Services Agreements with Coastland and Park Engineering to provide on-call inspection services;
- 2) Allocating \$400,000 for on-call inspection services for a period of one year; and
- 3) Authorizing the Finance Director to make any necessary changes to the Fiscal Year 2023 budget.

L. CONSIDERATION OF BIDS FOR THE ANTIOCH WATER PARK PERIMETER FENCE REPAIR (P.W. 567-11)

Reso No. 2023/63 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution:

- 1) Awarding the construction agreement to the lowest, responsive, and responsible bidder, Crusader Fence Company for the Antioch Water Park Perimeter Fence Repair Project;
- 2) Approving the construction agreement with Crusader Fence Company in the amount of \$117,825; and
- 3) Authorizing the Acting City Manager to execute the construction agreement with Crusader Fence Company for a total amount of \$117,825.

M. RESOLUTION TO TRANSITION THE CITY'S VEHICLE FLEET TO ZERO-EMISSION AND HYBRID VEHICLES

Reso No. 2023/64 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution to transition the City's vehicle fleet to zero-emission and hybrid vehicles.

CONSENT CALENDAR – Continued

N. RESOLUTION TO APPROVE AN INCREASE TO THE PURCHASE ORDER FOR LOWE'S AND TO ADD LOWE'S TO THE RECURRING PURCHASE ORDER LIST

Reso No. 2023/65 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution:

- 1) Approving the increase to purchase order for Lowe's Company in the amount of \$25,000 for a total of \$75,000 for invoices and purchases through the end of Fiscal Year 2022/23;
- 2) Approving the addition of Lowe's Company to the Recurring Purchase Order list in the budget document in the amount of \$75,000 for Fiscal Year 2022/23 and as needed moving forward; and
- 3) Authorizing and directing the Acting City Manager or designee to execute the increase to the purchase order.

O. APPROVAL OF PAYMENT TO HAIGHT BROWN & BONESTEEL LLP FOR LEGAL FEES INCURRED UNDER A PROCEDURALLY INVALID CONTRACT

Approved, 3/2 (Barbanica, Ogorchock)

Recommended Action: It is recommended that the City Council approve a payment of \$38,744.52 to Haight Brown & Bonesteel LLP for legal fees billed to the City by attorney Greg Rolen pursuant to a procedurally invalid contract dated November 4, 2022, and authorize the Acting City Manager to make the payment and declare that no further work shall be performed pursuant to this contract.

PUBLIC HEARING

3. PROPOSED ORDINANCE AMENDING SECTION 6-8.14 OF THE ANTIOCH MUNICIPAL CODE REGARDING RESTRICTIONS ON THE SALE OF TOBACCO PRODUCTS

To May 9, 2023, for adoption, 3/2 (Thorpe, Wilson)

Recommended Action: It is recommended that the City Council waive the first reading and introduce, by title only, the proposed ordinance amending the Municipal Code regarding tobacco sale restrictions. The proposed changes would:

- Remove restrictions on tobacco products based on package size or price; and
- Amend restriction on sale of tobacco products with characterizing flavor to clarify that restriction applies to any product containing a constituent that imparts characterizing flavor.

COUNCIL REGULAR AGENDA

4. FORMATION OF AN AD HOC COMMITTEE FOR THE RESTRUCTURING OF THE ECONOMIC DEVELOPMENT COMMISSION

***Reso No. 2023/66 adopted appointing
Mayor Pro Tem Torres-Walker and Council Member Wilson
for a duration of 6 months, 5/0***

Recommended Action: It is recommended that the City Council take the following actions:

- 1) Determine if the City Council wishes to form an Ad Hoc Committee for the Restructuring of the Economic Development Commission for the purposes described in the resolution;
- 2) Confirm the appointment of two (2) members for the Ad Hoc Committee for the Restructuring of the Economic Development Commission;
- 3) Confirm the duration of the Ad Hoc Committee for the Restructuring of the Economic Development Commission; and
- 4) Adopt the resolution forming the Ad Hoc Committee for the Restructuring of the Economic Development Commission.

PUBLIC COMMENT

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS – *Council Members report out various activities and any Council Member may place an item for discussion and direction on a future agenda. Timing determined by Mayor and Acting City Manager – no longer than 6 months.*

MOTION TO ADJOURN – *After Council Communications and Future Agenda Items, the Mayor will make a motion to adjourn the meeting. A second motion is required, and then a majority vote is required to adjourn the meeting.*

Motioned to adjourn Regular Meeting at 10:11 p.m., 5/0



ARBOR DAY
APRIL 28, 2023

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees;

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska;

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife;

WHEREAS, trees beautify our community and are a renewable resource giving us paper, wood for our homes, and fuel for our fires;

WHEREAS, the City of Antioch has been named Tree City USA for the eighteenth consecutive year; and

WHEREAS, the City of Antioch will be celebrating Arbor Day with a tree planting at Gentrytown Park on April 28, 2023, at 9:00 a.m. with City Staff, and all members of the community are welcome.

NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby proclaim April 28, 2023 as ARBOR DAY in the City of Antioch and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

APRIL 25, 2023

LAMAR A. THORPE, Mayor



RECOGNIZING NATIONAL LIBRARY WEEK
APRIL 23 – 29, 2023

WHEREAS, Libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life;

WHEREAS, libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

WHEREAS, libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships;

WHEREAS, libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs;

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all; and

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week.

NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch,
do hereby proclaim April 23-29, 2023, as “NATIONAL LIBRARY WEEK” in the City of Antioch. During this week, we encourage all residents to visit their library to explore the wealth of resources available. The City of Antioch's Libraries are important institutions that serve all of Antioch's residents and enrich the lives of community members of all ages and backgrounds.

APRIL 25, 2023

LAMAR A. THORPE, Mayor

1.02
04-25-23



BE KIND TO ANIMALS' MONTH
May 2023

WHEREAS, The week of May 7 - 13, 2023, is celebrated as "Be Kind to Animals Week";

WHEREAS, this special week, is traditionally honored by humane-minded individuals, organizations, and governmental entities across the nation;

WHEREAS, we recognize the role of humankind as wise and caring stewards of all animal life;

WHEREAS, kindness and compassion to every living creature uplifts the community and teaches our children by example;

WHEREAS, the Antioch Animal Services program aspires to the highest humane standards in its work and attempts to further kindness to animals through education and responsible adoption; and

WHEREAS, to celebrate the joys of the human-animal bond, the Antioch Friends of Animal Services will sponsor adoption fees for all shelter pets during the month of May 2023.

NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby proclaim the entire month of May 2023 as "BE KIND TO ANIMALS MONTH" in the City of Antioch.

APRIL 25, 2023

LAMAR A. THORPE, Mayor

**CITY COUNCIL MEETING
INCLUDING THE ANTIOCH CITY COUNCIL
ACTING AS HOUSING SUCCESSOR
TO THE ANTIOCH DEVELOPMENT AGENCY**

**Special/Regular Meeting
5:00 P.M.**

**March 28, 2023
Council Chambers**

4:15 P.M. - CLOSED SESSION

Mayor Thorpe called the Closed Session to order at 4:15 P.M. and Acting City Clerk Rosales called the roll.

Present: Council/Agency Members District 2 Barbanica, District 3 Ogorchock, District 4 Wilson, Mayor Pro Tem (District 1) Torres-Walker and Mayor Thorpe

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to Government Code section 54956.9: Lim v. City of Antioch, United States District Court, Case No. CV-22-04067-LB.
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to Government Code section 54956.9: Frank Sterling v. City of Antioch, et al., United States District Court, Northern District of California, Case No. 3:22-cv-07558-TSH.

PUBLIC COMMENTS – None

ADJOURNED TO CLOSED SESSION

Mayor Thorpe adjourned to Closed Session at 4:16 P.M.

5:00 P.M. SPECIAL MEETING/STUDY SESSION

Mayor Thorpe called the Special Meeting/Study Session to order at 5:15 P.M. and Acting City Clerk Rosales called the roll.

Present: Council/Agency Members District 2 Barbanica, District 3 Ogorchock, District 4 Wilson, Mayor Pro Tem (District 1) Torres-Walker and Mayor Thorpe

PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

SM-1. FISCAL YEAR 2023-25 BUDGET DEVELOPMENT

Mayor Thorpe explained that this meeting was to review baseline and budget projections. He noted Council would then determine their priorities.

Finance Director Merchant presented the staff report dated March 28, 2023, recommending the City Council provide feedback and direction regarding the budget development information provided for the Fiscal Year 2023-25 Budget.

PUBLIC COMMENT – None

Finance Director Merchant explained the Budget Stabilization Fund was for years when needed to balance the budget and Council could set a goal for the utilization of those funds.

Mayor Thorpe requested a discussion for utilization of the Budget Stabilization Fund be brought back to the next Council meeting.

Councilmember Torres-Walker thanked Finance Director Merchant for the presentation and comprehensive report.

In response to Councilmember Torres-Walker, Finance Director Merchant explained vacancy savings for the Antioch Police Department rolled back into General Fund reserves; however, all other department vacancy savings went into One Time Revenues.

In response to Councilmember Barbanica, Finance Director Merchant provided the figures for the Budget Stabilization Fund and current reserves.

MOTION TO ADJOURN SPECIAL MEETING/STUDY SESSION

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adjourned the Special Meeting/Study Session at 5:42 P.M.

7:00 P.M. REGULAR MEETING

Mayor Thorpe called the meeting to order at 7:00 P.M., and City Clerk Householder called the roll.

Present: Council/Agency Members District 2 Barbanica, District 3 Ogorchock, District 4 Wilson, Mayor Pro Tem (District 1) Torres-Walker and Mayor Thorpe

PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, City Council approved a settlement in the amount of \$90,000, by a 5-0 vote; and, **#2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, no reportable action.

1. PROCLAMATION

Prescription Drug Abuse Awareness Month, March 2023

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously approved the Proclamation.

A representative from BAART and MEDS Coalition accepted the *Prescription Drug Abuse Awareness Month* proclamation and thanked the City Council for the recognition.

2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Recreation Supervisor Wright announced the following civic and community event.

- Egg-Stravaganza & Rec Expo – April 8, 2023

PUBLIC COMMENTS

Andrew Becker requested the City provide stronger support, services, and resources for the community.

Ralph Hernandez, Antioch resident, clarified that comments he had made at a previous Council meeting were not racial and encouraged anyone questioning his comments ask for clarification. He spoke in support of the Antioch Police Department.

Gary Welch requested the City provide traffic control measures along West 10th Street. He asked his District Councilmember to reach out to him regarding this request.

Leslie May spoke to previous public comment, Robert's Rules of Order, and the Brown Act. She urged Council to form a committee to discuss reparations. She wished her daughter a Happy Birthday.

Frank Sterling requested the Council consider bringing back the zoom option for Council meetings. He referenced an article in a local newspaper regarding the Antioch Police Department and the release of information under SB1421.

Stacey Wright, Antioch resident, requested traffic control measures along Canada Valley Road.

Kathryn Wade requested the Antioch Police Department release reports and dispatch calls involving her son.

Patricia Granados, Antioch resident, requested the City levy fines against a resident for attempting to remove a tree without a tree removal permit. She suggested the City conduct an investigation of the AUSD.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

Councilmember Wilson reported on her attendance at Delta Diablo and Tri Delta Transit meetings.

Councilmember Torres-Walker announced meetings for the CDBG Standing Committee, Cannabis Standing Committee and Human Rights and Racial Equity Committee would be scheduled soon. She reported on her attendance at a meeting with staff regarding violence prevention efforts. She announced she would also be meeting with staff to discuss “L” Street improvements and other traffic concerns in District 1. She discussed her ongoing efforts to advocate for street improvements in District 1.

MAYOR’S COMMENTS

Mayor Thorpe reported on his attendance at Tri Delta and CCTA meetings. He reported there had been a soft launch of some programs including the Community Crisis Response Team. He announced the City would be receiving the Certificate of Occupancy for the Executive Inn project very soon. He discussed the decommissioning of the Antioch Amtrak station in favor of the Oakley Station and expressed concern that information was withheld from elected officials in Antioch as well as other local dignitaries regarding that action. In response to public comment, he stated the City could look at Canada Valley Road for traffic calming measures and clarified that the Council did not oversee AUSD. Additionally, he commented that City Attorney Smith would be looking into claims made in a local newspaper. He discussed his father’s illness and noted that he would be starting the process of changing his name to include his father’s last name. He added that due to his father’s illness he may be absent from future meetings, and he asked the public to respect his privacy.

- 3. CONSENT CALENDAR for City/City Council Members acting as Housing Successor to the Antioch Development Agency**
 - A. APPROVAL OF COUNCIL MEETING MINUTES FOR FEBRUARY 14, 2023**
 - B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR FEBRUARY 23, 2023**
 - C. APPROVAL OF COUNCIL MEETING MINUTES FOR FEBRUARY 28, 2023**
 - D. APPROVAL OF COUNCIL MEETING MINUTES FOR MARCH 14, 2023**
 - E. APPROVAL OF COUNCIL SPECIAL MEETING/CLOSED SESSION MINUTES FOR MARCH 17, 2023**
 - F. APPROVAL OF COUNCIL WARRANTS**
 - G. 2022 ANNUAL HOUSING ELEMENT PROGRESS REPORT, HOUSING SUCCESSOR ANNUAL REPORT AND PROGRESS REPORT FOR THE GENERAL PLAN**

- H. **RESOLUTION NO. 2023/45 MEMORANDUM OF UNDERSTANDING WITH THE ANTIOCH HISTORICAL SOCIETY FOR CHARITABLE BINGO OPERATIONS AT THE ANTIOCH SENIOR CENTER**
- I. **RESOLUTION NO. 2023/46 AWARD OF AN AGREEMENT FOR PRINT AND MAIL SERVICES FOR UTILITY BILLING RFP 946-0203-23G**
- J. **RESOLUTION NO. 2023/47 ACCEPTING COMPLETED IMPROVEMENTS AND THE RELEASE OF BONDS FOR AMCAL FAMILY/SENIOR APARTMENTS (P.W. 371-RA-57)**
- K. **RESOLUTION NO. 2023/48 FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH KLEINFELDER, INC. FOR SERVICES RELATED TO THE WATER MAIN REPLACEMENT AT VARIOUS LOCATIONS PROJECT (P.W. 503-19)**
- L. **RESOLUTION NO. 2023/49 INITIATE PREPARATION OF THE STREET LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT CITY ENGINEER'S REPORT FOR FISCAL YEAR 2023/24**
- M. **RESOLUTION NO. 2023/50 ESTABLISHING THE RATE PER EQUIVALENT RUNOFF UNIT FOR FISCAL YEAR 2023/24 AND REQUESTING THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO ADOPT AN ANNUAL PARCEL ASSESSMENT FOR DRAINAGE MAINTENANCE AND THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PROGRAM**

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker, the City Council unanimously approved the Council Consent Calendar.

COUNCIL REGULAR AGENDA

4. SALES TAX CITIZENS' OVERSIGHT COMMITTEE APPOINTMENTS FOR THE VACANCIES EXPIRING MARCH 2026

City Clerk Householder announced that Mayor Thorpe nominated Seanzell Lewis as a member of the Sales Tax Citizens' Oversight Committee for a vacancy expiring March 2026.

City Clerk Householder read Seanzell Lewis's biography.

RESOLUTION NO. 2023/51

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously appointed Seanzell Lewis by resolution as a member of the Sales Tax Citizens' Oversight Committee for a vacancy expiring March 2026.

Seanzell Lewis thanked the City Council for the opportunity to serve.

City Clerk Householder administered the Oath of Office to Mr. Lewis.

Mayor Thorpe called on Andrew Becker to make his public comment on Consent Calendar Item 3-G.

3. CONSENT CALENDAR for City/City Council Members acting as Housing Successor to the Antioch Development Agency – Continued

ITEM G - *Andrew Becker expressed concern that he had submitted a speaker card for this item, and he was not allowed to speak prior to Council taking action. He also expressed concern that the timeline had changed within the progress report.*

4. SALES TAX CITIZENS' OVERSIGHT COMMITTEE APPOINTMENTS FOR THE VACANCIES EXPIRING MARCH 2026 – Continued

City Clerk Householder announced that Mayor Thorpe nominated Erika Raulston as a member of the Sales Tax Citizens' Oversight Committee for a vacancy expiring March 2026.

City Clerk Householder read Erika Raulston's biography.

[RESOLUTION NO. 2023/51]

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously appointed Erika Raulston by resolution as a member of the Sales Tax Citizens' Oversight Committee for a vacancy expiring March 2026.

City Clerk Householder administered the Oath of Office to Erika Raulston.

5. TOBACCO ORDINANCE DISCUSSION

Acting City Manager Ebbs presented the staff report dated March 28, 2023, recommending the City Council receive and file this report and offer any questions or direction to staff.

Ralph Hernandez, Antioch resident, spoke in support of allowing tobacco retailers to transfer their investments and requested Council remove restrictions on products these businesses were allowed to sell.

Amaya Wooding, LGBTQ Minus Tobacco, Jimmy Ancira, Contra Costa Tobacco Prevention Coalition and LGBTQ Minus Tobacco, Brian Davis LGBTQ Minus Tobacco and Contra Costa County Tobacco Prevention Coalition and Isabelle Kirske, Contra Costa County Tobacco Prevention Project, spoke in support of Antioch's current policies related to the sale of tobacco products.

Gurtej Singh, Tobacco Retail Business Owner, Kathryn Wade, Ralph Hernandez on behalf of Baldev Singh, Vipin Khanna, Jasbir Sooch, Nisha Toor, Shlok Soosh, Kaya Toor and Monica

Castaneda discussed the negative effect the tobacco ordinance had on tobacco retailers and spoke in support of removing restrictions on products these businesses were allowed to sell.

Mayor Thorpe read written comment submitted by the following individuals in support of removing restrictions on products tobacco retailers were allowed to sell: Jaspreet and Ajit Sooch, Antioch residents.

Sam Sohota discussed the negative effect the tobacco ordinance had on tobacco retailers and spoke in support of removing restrictions on products these businesses were allowed to sell. He also asked for the removal of the restriction preventing tobacco retailers from transferring or selling their businesses.

Leslie May encouraged tobacco retailers to expand their businesses to sell other products.

Public comment submitted in writing was entered into the record from the following individual: Amaya Wooding, Project Coordinator, LGBTQ Minus Tobacco.

Councilmember Ogorchock gave a history of the tobacco ordinance and explained that after YTAPP reached out to discuss other restrictions, Council made changes without the retailers informing the City on the negative impacts those changes would have on their businesses. She noted tobacco retailers were now asking for reconsideration of the ordinance as it related to the local restrictions and allowing them to transfer their businesses.

Mayor Thorpe and Councilmember Wilson stated their position on the ordinance remained the same and they did not support any revisions at this time.

Councilmembers Barbanica, Torres-Walker and Ogorchock felt the ordinance was overly restrictive and placed an undue burden on tobacco retailers and their families. They felt the City should follow state law making restrictions equal to all other jurisdictions within the State.

Following discussion, Council consensus supported rescinding local restrictions #4-6. They also supported allowing people owning a qualifying Tobacco Retailer to sell or transfer the business to another party.

Mayor Thorpe stated he would work with staff to bring this item back to Council. He reminded retailers to continue to follow the ordinance as it remained in effect.

6. RENTAL INSPECTION PROGRAM INFORMATION

Acting City Manager Ebbs presented the staff report dated March 28, 2023, recommending the City Council receive and file this report and offer any questions or direction to staff.

Leslie May and Devin Williams spoke in support of reestablishing the Rental Inspection Program. Mr. Williams expressed concern that inspections could be used to intimidate tenants and questioned who would monitor the required improvements.

Councilmember Torres-Walker spoke in support of amending the Municipal Code and directing the focus on multifamily rental units and corporate landlords.

Councilmember Wilson agreed with Councilmember Torres-Walker and discussed the importance of having a fair program that would not be used to retaliate against tenants.

Acting City Manager Ebbs stated there would be scheduled annual inspections relieving the tenant from having to file a complaint risking retaliation. He noted the intent of the inspection was not to intimidate or harass the tenant and was only to assess the physical condition of the property. He further noted if there were violations of the housing or building code, it was the obligation of the property owner to correct. He commented that the program would create incentive to maintain properties. He stated he would be happy to bring something back to Council reflecting their direction.

Mayor Thorpe reported tenant complaints he received were regarding large complexes in Antioch.

Councilmember Ogorchock explained when an individual rented a home, an inspection of property was completed, and a form was signed by the owner, renter and agent. She suggested if this item came back, those forms be utilized to certify the condition of properties. She requested staff look at local jurisdictions to determine how they were addressing this issue. She suggested four Code Enforcement Officers be HUD certified, to serve as the inspection team under the Public Safety and Community Resources Department.

Acting City Manager Ebbs stated the inspection team could be fluid with specialized certification. He stated he felt this team would be better housed in Code Enforcement because they already had experience.

Councilmember Barbanica cautioned that if a house was documented in good condition when the tenant moved in, and Code Enforcement found substantial damage, it could spark evictions. He stated he supported a Rental Inspection Program.

Councilmember Torres-Walker stated renters should be educated on how to document the condition of the property prior to signing a lease. She commented that if a property was documented in good condition and an annual rental inspection found the property damaged, she would support an eviction.

Councilmember Barbanica clarified that as a society, blame was typically placed on the landlord and there were some tenant responsibilities. He noted the reality was that there was going to be accountability on both sides.

Following discussion, the City Council unanimously supported the following:

- Reinstating the rental inspection program
- The current Code Enforcement structure would run the program

- Code Enforcement Officers would be required to have HUD certification
- The focus was on Multifamily (Councilmember Barbanica abstained from the discussion on this item due to conflict of interest)

In response to Councilmember Torres-Walker, Acting City Manager Ebbs stated he could provide Council with data regarding how many owners/corporations owned more than five single family residences.

Councilmember Barbanica requested staff investigate whether there were landlords not pulling business licenses.

7. DEPARTMENT OF PUBLIC SAFETY AND COMMUNITY RESOURCES (P.W. 289-15)

Acting Director of Public Works/City Engineer Buenting and Bruce Playle, Indigo / Hammond & Playle Architects, LLP, presented the staff report dated March 28, 2023, recommending the City Council provide direction for the design approval and funding of the Department of Public Safety and Community Resources.

Julianne Davis, Gary Welsh and Leslie May expressed concern regarding parking and traffic in the area of the proposed project and requested the City address traffic calming measures prior to adding more traffic to the area.

Councilmember Torres-Walker and Wilson stated this place of service was needed and it would uplift the community. They noted the intent was to address traffic safety prior to it being opened to the public. They urged Council to support the request.

In response to Councilmember Torres-Walker, Director of Public Safety and Community Resources Johnson stated staff hoped to seek funding from other sources and they were confident that they would find some funding.

Councilmember Barbanica stated he wanted to discuss the City's budget prior to committing funding for this project.

Councilmember Ogorchock spoke in support of the building design. She stated she wanted the Council to consider the budget and funding needed for "L" Street improvements, prior to moving forward with this project.

In response to Councilmember Torres-Walker, Acting Director of Public Works/City Engineer Buenting stated staff was looking for feedback regarding the project design. He noted construction was unfunded and moving forward they needed some commitment to the funds. He further noted he understood the hesitancy at a time when Council was considering the budget. He reported preliminary traffic calming plans had been drawn up and they were looking for a grant for the improvements, and they were also waiting to consult with the Antioch Police Department to make sure they were in agreement.

Mayor Thorpe added that as soon as those items were completed, Acting Director of Public Works/City Engineer would provide Council with an update on traffic calming measures.

Acting City Manager Ebbs stated if Council supported the project design, he would request they allow staff to explore financing options.

City Attorney Smith added that this item was not prepared for a full commitment of funds.

Mayor Thorpe commented that there may be an opportunity to work with the County regarding incorporating a new library facility into this building. He cautioned that historically cost projections increased and the City needed to budget accordingly. He spoke in support of the project, noting that this area of the City had historically been under resourced.

Councilmembers Barbanica and Ogorchock stated they could not support the project until a funding source was identified. Councilmember Ogorchock suggested that the library site on 18th Street may be a viable location for the Public Safety and Community Resources department.

Following discussion, Council consensus supported the Department of Public Safety and Community Resources project.

8. ECONOMIC DEVELOPMENT COMMISSION REVIEW OF PAST PURPOSE AND FUTURE VALUE

Director of Economic Development Reed presented the staff report dated March 28, 2023, recommending the City Council discuss the future relevance of the Economic Development Commission.

Lemuel del Castillo, Tim McCall and Kelly Kalfsbeek, Economic Development Commissioners, spoke to the value of their work on the Economic Development Commission (EDC) and requested Council support continuing with the EDC.

Ralph Hernandez expressed concern about the number of businesses that had closed in Antioch and the value of getting assistance from the EDC to retain and attract business.

Public comment submitted in writing was entered into the record from the following individual: Tim McCall.

Councilmember Torres-Walker stated she supported reinstating the EDC with strategic planning and in partnership with the Chamber of Commerce.

Director of Economic Development Reed commented that the EDC was underutilized; however, there had been distractions when it came to presenting to Council. He noted former members discussed the EDC becoming a committee not subject to the Brown Act and there may be value in making the EDC an advisory committee to give them freedom for site visits. He noted the

Chamber CEO had expressed interest in being appointed to the Commission. He spoke in support of reforming the EDC as an advisory committee.

Councilmember Wilson suggested looking at Economic Development regionally.

City Attorney Smith explained that if the EDC became a committee in the policy advisory process, they were still required to follow the Brown Act.

Mayor Thorpe suggested reducing the membership of the Committee/Commission to five and developing a workgroup to determine the role of the EDC moving forward.

Councilmembers Torres-Walker and Wilson offered to work with current EDC members and the Chamber of Commerce to define the role of the Commission/Committee.

Following discussion, Council consensus directed staff to bring back the formation of an Economic Development Ad Hoc Committee to determine the role of the EDC.

Director of Economic Development Reed responded that he would work with City Attorney Smith on the formation of an Ad Hoc Committee.

PUBLIC COMMENT – None

STAFF COMMUNICATIONS

Acting City Manager Ebbs thanked Council for allowing him to serve as Acting City Manager.

Mayor Thorpe thanked Acting City Manager Ebbs for serving as Acting City Manager.

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Ogorchock requested staff investigate the lack of parking spaces at the marina as well as the flooding issues. She also requested restrictions on donation flyers be revisited since she had witnessed them showing up in neighborhoods.

Councilmember Wilson requested staff revisit the restriction on donation bins since she had witnessed them returning.

Councilmember Torres-Walker thanked the public for their attendance and comments this evening. She requested Council reconsider allowing Zoom meetings for the public.

Councilmember Barbanica requested an update of his request for the City to consider a sole source provider that had offered to tow abandoned motorhomes and pick up debris from roadways, free of charge.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously adjourned the meeting at 10:55 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 25, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ellie Householder, MPP, City Clerk
Christina Garcia, CMC, Deputy City Clerk *Cg*

SUBJECT: City Council Meeting Minutes of April 11, 2023

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of April 11, 2023, to the next meeting.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 25, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ellie Householder, MPP, City Clerk
Christina Garcia, CMC, Deputy City Clerk *Cg*

SUBJECT: City Council Special Meeting Minutes of April 18, 2023

RECOMMENDED ACTION

It is recommended that the City Council continue the Special Meeting Minutes of April 18, 2023, to the next meeting.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 25, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lauren Posada, City Treasurer *LP*

SUBJECT: Approval of Treasurer's Report for December of 2022

RECOMMENDED ACTION

It is recommended that the City Council receive and file the December 2022 Treasurer's Report.

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting provisions of the Policy.

ATTACHMENTS

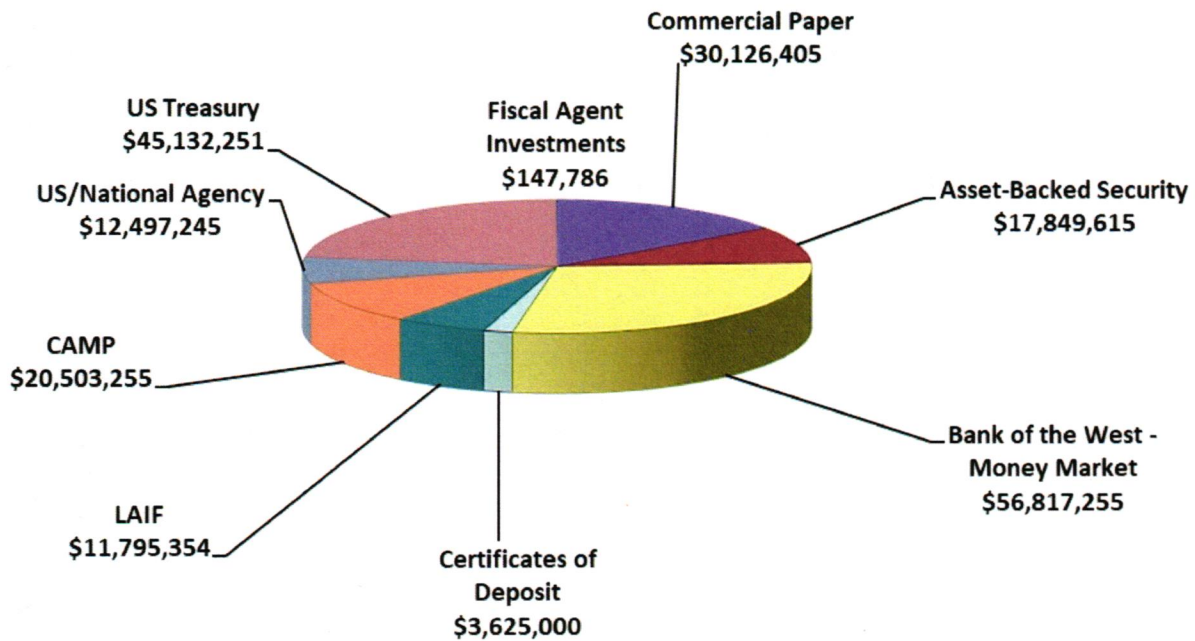
A. City Treasurer's Report

D

4-25-23

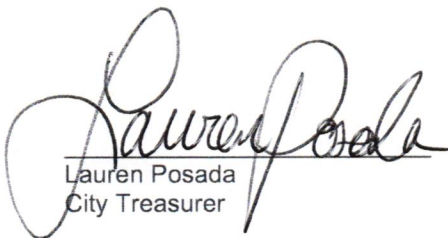
**CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS**


December 31, 2022



Total of City and Fiscal Agent Investments = \$198,494,166

All City investments are shown above and conform to the City Investment Policy. All investment transactions during this period are included in this report. As Treasurer of the City of Antioch and Finance Director of the City of Antioch, we hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six (6) months' estimated expenditures.


Lauren Posada
City Treasurer


Dawn Merchant
Finance Director



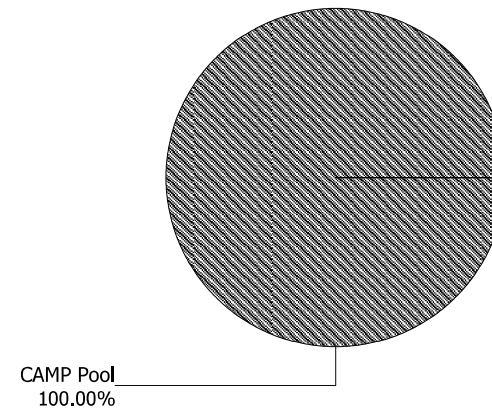
Account Statement - Transaction Summary

For the Month Ending **December 31, 2022**

City of Antioch - City of Antioch - 6090-001

CAMP Pool	
Opening Market Value	20,428,578.12
Purchases	74,676.68
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$20,503,254.80
Cash Dividends and Income	74,676.68

Asset Summary		
	December 31, 2022	November 30, 2022
CAMP Pool	20,503,254.80	20,428,578.12
Total	\$20,503,254.80	\$20,428,578.12
Asset Allocation		



Consolidated Summary Statement

For the Month Ending **December 31, 2022**

CITY OF ANTIOCH

Portfolio Summary

Portfolio Holdings	Cash Dividends and Income	Closing Market Value
PFMAM Managed Account	(9,833.94)	105,024,065.55
CAMP Pool	0.00	20,503,254.80
Local Agency Investment Fund	0.00	11,795,353.63
Total	(\$9,833.94)	\$137,322,673.98

Investment Allocation

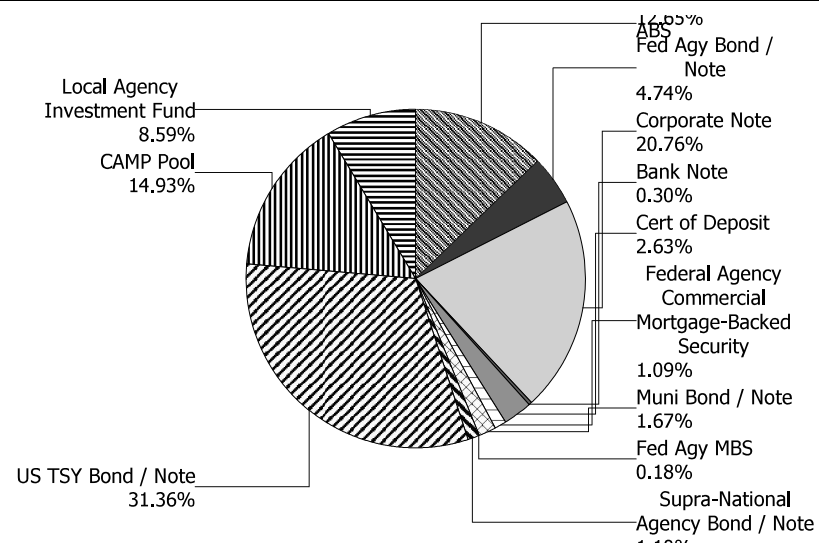
Investment Type	Closing Market Value	Percent
Asset-Backed Security	17,372,806.24	12.65
Federal Agency Bond / Note	6,509,813.20	4.74
Corporate Note	28,511,818.29	20.76
Bank Note	409,722.95	0.30
Certificate of Deposit	3,605,899.39	2.63
Federal Agency Commercial Mortgage-Backed Security	1,493,858.39	1.09
Municipal Bond / Note	2,287,927.90	1.67
Federal Agency Mortgage-Backed Security	245,898.14	0.18
Supra-National Agency Bond / Note	1,505,815.50	1.10
U.S. Treasury Bond / Note	43,080,505.55	31.36
CAMP Pool	20,503,254.80	14.93
Local Agency Investment Fund	11,795,353.63	8.59
Total	\$137,322,673.98	100.00%

Maturity Distribution (Fixed Income Holdings)

Portfolio Holdings	Closing Market Value	Percent
Under 30 days	32,298,608.43	23.52
31 to 60 days	0.00	0.00
61 to 90 days	718,000.85	0.52
91 to 180 days	0.00	0.00
181 days to 1 year	10,627,200.63	7.74
1 to 2 years	44,205,812.79	32.19
2 to 3 years	30,701,956.30	22.36
3 to 4 years	8,349,537.23	6.08
4 to 5 years	9,610,422.00	7.00
Over 5 years	811,135.75	0.59
Total	\$137,322,673.98	100.00%

Weighted Average Days to Maturity 609

Sector Allocation



Managed Account Summary Statement

For the Month Ending **December 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Summary - Managed Account

Opening Market Value	\$105,026,666.73
Maturities/Calls	(333,756.55)
Principal Dispositions	(2,381,377.92)
Principal Acquisitions	2,595,375.07
Unsettled Trades	0.00
Change in Current Value	117,158.22
Closing Market Value	\$105,024,065.55

Cash Transactions Summary - Managed Account

Maturities/Calls	36,692.15
Sale Proceeds	3,175,580.06
Coupon/Interest/Dividend Income	118,596.32
Principal Payments	297,133.98
Security Purchases	(3,573,169.04)
Net Cash Contribution	(54,833.47)
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account

Interest/Dividends/Coupons Received	119,782.10
Less Purchased Interest Related to Interest/Coupons	(8,360.97)
Plus Net Realized Gains/Losses	(121,255.07)
Total Cash Basis Earnings	(\$9,833.94)

Cash Balance

Closing Cash Balance **\$0.00**

Earnings Reconciliation (Accrual Basis)

	Total
Ending Amortized Value of Securities	109,230,515.12
Ending Accrued Interest	426,223.72
Plus Proceeds from Sales	2,382,185.16
Plus Proceeds of Maturities/Calls/Principal Payments	333,826.13
Plus Coupons/Dividends Received	118,596.32
Less Cost of New Purchases	(2,603,736.04)
Less Beginning Amortized Value of Securities	(109,447,476.44)
Less Beginning Accrued Interest	(352,965.18)
Total Accrual Basis Earnings	\$87,168.79

Portfolio Summary and Statistics

For the Month Ending **December 31, 2022**

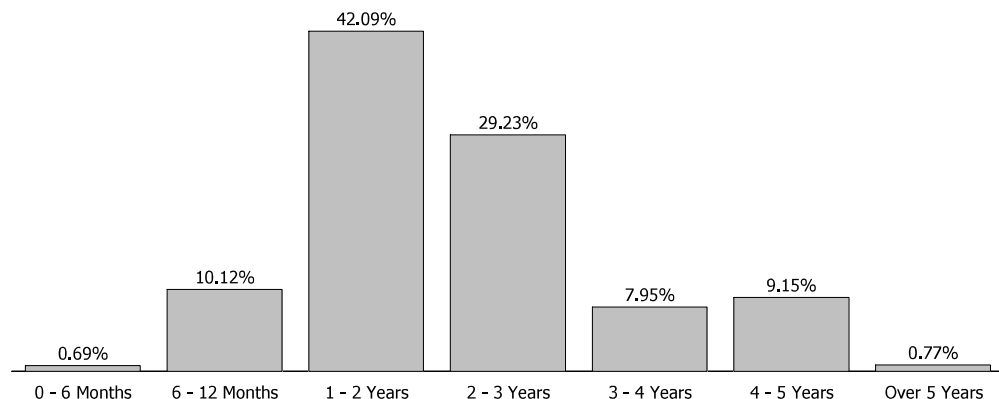
CITY OF ANTIOCH, CA - 04380500

Account Summary

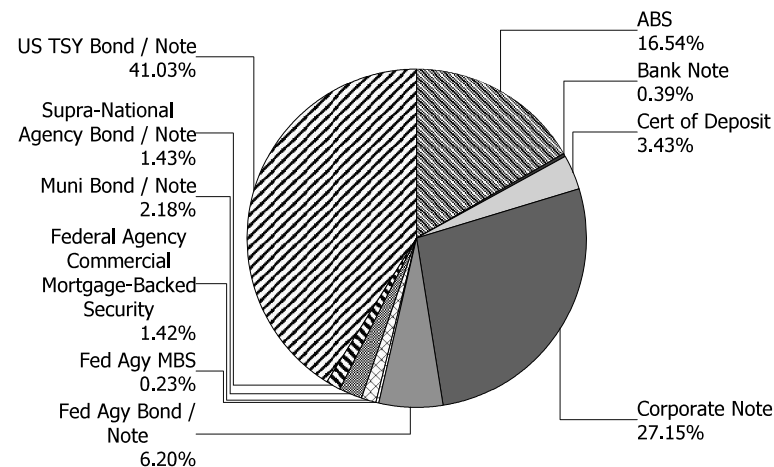
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	45,081,000.00	43,080,505.55	41.03
Supra-National Agency Bond / Note	1,595,000.00	1,505,815.50	1.43
Municipal Bond / Note	2,430,000.00	2,287,927.90	2.18
Federal Agency Mortgage-Backed Security	259,501.69	245,898.14	0.23
Federal Agency Commercial Mortgage-Backed Security	1,560,839.27	1,493,858.39	1.42
Federal Agency Bond / Note	6,730,000.00	6,509,813.20	6.20
Corporate Note	29,611,000.00	28,511,818.29	27.15
Certificate of Deposit	3,625,000.00	3,605,899.39	3.43
Bank Note	425,000.00	409,722.95	0.39
Asset-Backed Security	17,851,474.45	17,372,806.24	16.54
Managed Account Sub-Total	109,168,815.41	105,024,065.55	100.00%
Accrued Interest		426,223.72	
Total Portfolio	109,168,815.41	105,450,289.27	

Unsettled Trades 0.00 0.00

Maturity Distribution



Sector Allocation



Characteristics

Yield to Maturity at Cost	2.04%
Yield to Maturity at Market	4.54%
Weighted Average Days to Maturity	796

Managed Account Issuer Summary

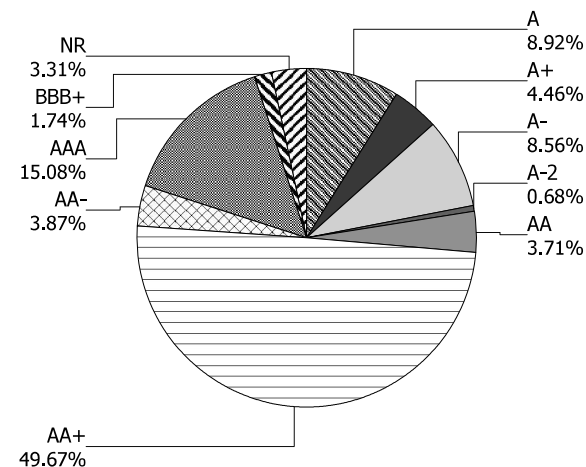
For the Month Ending **December 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Issuer	Market Value of Holdings	Percent
ABBOTT LABORATORIES	315,175.25	0.30
ALLY AUTO RECEIVABLES TRUST	1,444,861.47	1.38
AMAZON.COM INC	935,793.23	0.89
AMERICAN EXPRESS CO	1,755,391.36	1.67
AMERICAN HONDA FINANCE	725,722.05	0.69
ANZ BANKING GROUP LTD	446,682.10	0.43
ASTRAZENECA PLC	467,269.11	0.44
BANK OF AMERICA CO	1,239,473.41	1.18
BMW FINANCIAL SERVICES NA LLC	491,354.28	0.47
BMW VEHICLE OWNER TRUST	339,951.78	0.32
BRISTOL-MYERS SQUIBB CO	376,203.94	0.36
BURLINGTON NORTHERN SANTA FE	216,347.85	0.21
CALIFORNIA DEPARTMENT OF WATER RESOURCES	432,036.00	0.41
CAPITAL ONE FINANCIAL CORP	1,920,018.15	1.84
CARMAX AUTO OWNER TRUST	2,314,261.40	2.21
CATERPILLAR INC	739,066.60	0.70
CHARLES SCHWAB	285,541.80	0.27
CINTAS CORPORATION NO. 2	338,887.15	0.32
CITIGROUP INC	671,578.25	0.64
COLGATE-PALMOLIVE COMPANY	111,153.71	0.11
COMCAST CORP	675,128.85	0.64
CREDIT AGRICOLE SA	800,000.00	0.76
CREDIT SUISSE GROUP RK	718,000.85	0.68
DEERE & COMPANY	707,373.50	0.67
DISCOVER FINANCIAL SERVICES	1,440,930.65	1.37
EXXON MOBIL CORP	215,086.28	0.20
FANNIE MAE	648,688.66	0.62
FLORIDA STATE BOARD OF ADMIN FIN CORP	740,323.80	0.70
FORD CREDIT AUTO OWNER TRUST	242,588.79	0.23
FREDDIE MAC	7,600,881.07	7.25
GENERAL DYNAMICS CORP	316,199.65	0.30
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	938,218.83	0.89

Credit Quality (S&P Ratings)



Managed Account Issuer Summary

For the Month Ending **December 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
GM FINANCIAL LEASINGTRUST	255,483.16	0.24
GOLDMAN SACHS GROUP INC	462,747.65	0.44
HARLEY-DAVIDSON MOTORCYCLE TRUST	505,986.68	0.48
HERSHEY COMPANY	228,325.25	0.22
HOME DEPOT INC	189,841.01	0.18
HONDA AUTO RECEIVABLES	256,242.12	0.24
HONEYWELL INTERNATIONAL	783,758.14	0.75
HORMEL FOODS CORP	329,560.00	0.31
HSBC HOLDINGS PLC	783,863.20	0.75
HYUNDAI AUTO RECEIVABLES	1,465,399.87	1.40
IBM CORP	786,983.20	0.75
INTER-AMERICAN DEVELOPMENT BANK	861,938.13	0.82
INTL BANK OF RECONSTRUCTION AND DEV	643,877.37	0.61
JP MORGAN CHASE & CO	1,296,378.30	1.23
KUBOTA CREDIT OWNER TRUST	1,659,696.19	1.58
LOCKHEED MARTIN CORP	377,465.63	0.36
LOS ANGELES COMMUNITY COLLEGE DISTRICT	228,182.65	0.22
MERCEDES-BENZ AUTO LEASE TRUST	22,377.41	0.02
MERCEDES-BENZ AUTO RECEIVABLES	977,568.71	0.93
MERCK & CO INC	215,741.48	0.21
MORGAN STANLEY	769,244.00	0.73
NATIONAL AUSTRALIA BANK LTD	547,229.62	0.52
NATIONAL RURAL UTILITIES CO FINANCE CORP	559,218.00	0.53
NESTLE SA	896,005.16	0.85
NEW JERSEY TURNPIKE AUTHORITY	180,193.65	0.17
NEW YORK ST URBAN DEVELOPMENT CORP	608,652.80	0.58
NISSAN AUTO RECEIVABLES	488,971.40	0.47
NORDEA BANK ABP	1,038,362.85	0.99
PACCAR FINANCIAL CORP	725,964.77	0.69
PNC FINANCIAL SERVICES GROUP	758,110.85	0.72
PRAXAIR INC	837,611.23	0.80
RABOBANK NEDERLAND	923,964.65	0.88
Roche Holding AG	1,227,101.86	1.17

Managed Account Issuer Summary

For the Month Ending **December 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
STATE OF CONNECTICUT	98,539.00	0.09
STATE STREET CORPORATION	1,130,765.15	1.08
TARGET CORP	342,807.15	0.33
TEXAS INSTRUMENTS INC	114,879.14	0.11
THE BANK OF NEW YORK MELLON CORPORATION	1,442,191.30	1.37
TORONTO-DOMINION BANK	1,049,535.69	1.00
Toyota Lease Owner Trust	195,462.27	0.19
TOYOTA MOTOR CORP	1,636,863.88	1.56
TRUIST FIN CORP	770,218.97	0.73
UNILEVER PLC	258,054.50	0.25
UNITED STATES TREASURY	43,080,505.55	41.03
UNITEDHEALTH GROUP INC	488,041.77	0.46
USAA CAPITAL CORP	505,681.05	0.48
VERIZON OWNER TRUST	329,567.61	0.31
VOLKSWAGEN AUTO LEASE TURST	160,753.15	0.15
WAL-MART STORES INC	488,187.81	0.46
WORLD OMNI AUTO REC TRUST	429,774.75	0.41
Total	\$105,024,065.55	100.00%

Managed Account Detail of Securities Held

For the Month Ending **December 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 11/15/2020 0.250% 11/15/2023	91282CAW1	2,800,000.00	AA+	Aaa	12/01/20	12/03/20	2,802,625.00	0.22	908.84	2,800,775.07	2,692,375.00
US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	2,965,000.00	AA+	Aaa	02/02/21	02/03/21	2,960,251.37	0.18	1,712.13	2,963,327.39	2,826,942.19
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	950,000.00	AA+	Aaa	02/23/21	02/25/21	947,328.13	0.22	448.54	948,990.35	902,500.00
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	2,200,000.00	AA+	Aaa	03/01/21	03/03/21	2,190,460.94	0.27	1,038.72	2,196,375.33	2,090,000.00
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	750,000.00	AA+	Aaa	04/01/21	04/05/21	787,236.33	0.37	2,569.06	766,110.28	723,632.85
US TREASURY N/B NOTES DTD 04/30/2022 2.500% 04/30/2024	91282CEK3	7,500,000.00	AA+	Aaa	05/03/22	05/04/22	7,465,429.69	2.74	32,113.26	7,476,937.28	7,286,718.75
US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	246,000.00	AA+	Aaa	06/22/21	06/24/21	244,568.20	0.45	28.72	245,300.57	230,894.07
US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	2,750,000.00	AA+	Aaa	07/01/21	07/07/21	2,732,167.97	0.47	321.09	2,741,183.61	2,581,132.95
US TREASURY N/B NOTES DTD 06/30/2022 3.000% 06/30/2024	91282CEX5	1,100,000.00	AA+	Aaa	08/04/22	08/08/22	1,098,324.22	3.08	91.16	1,098,677.78	1,073,531.25
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	520,000.00	AA+	Aaa	08/05/21	08/09/21	519,939.06	0.38	900.81	519,968.08	487,012.50
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	900,000.00	AA+	Aaa	08/09/21	08/10/21	899,050.78	0.41	1,559.10	899,502.32	842,906.25
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	4,350,000.00	AA+	Aaa	08/04/21	08/06/21	4,355,097.66	0.33	7,535.66	4,352,662.74	4,074,046.88
US TREASURY N/B NOTES DTD 08/15/2021 0.375% 08/15/2024	91282CCT6	1,100,000.00	AA+	Aaa	09/01/21	09/03/21	1,098,796.88	0.41	1,558.08	1,099,338.67	1,027,640.68
US TREASURY N/B NOTES DTD 09/15/2021 0.375% 09/15/2024	91282CCX7	2,000,000.00	AA+	Aaa	10/01/21	10/06/21	1,991,875.00	0.51	2,237.57	1,995,291.28	1,863,437.60

Managed Account Detail of Securities Held

For the Month Ending **December 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	3,000,000.00	AA+	Aaa	05/04/21	05/06/21	3,109,570.31	0.44	7,707.18	3,057,537.31	2,841,562.50
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	800,000.00	AA+	Aaa	06/15/21	06/17/21	829,093.75	0.44	1,054.95	816,114.53	756,875.04
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	1,750,000.00	AA+	Aaa	06/02/21	06/07/21	1,814,941.41	0.42	2,307.69	1,785,687.14	1,655,664.15
US TREASURY N/B NOTES DTD 12/15/2021 1.000% 12/15/2024	91282CDN8	1,000,000.00	AA+	Aaa	01/03/22	01/05/22	999,296.88	1.02	467.03	999,533.00	935,625.00
US TREASURY N/B NOTES DTD 01/15/2022 1.125% 01/15/2025	91282CDS7	1,450,000.00	AA+	Aaa	02/01/22	02/03/22	1,438,898.44	1.39	7,535.67	1,442,320.65	1,356,429.76
US TREASURY N/B NOTES DTD 07/15/2022 3.000% 07/15/2025	91282CEY3	2,700,000.00	AA+	Aaa	08/05/22	08/08/22	2,689,769.53	3.14	37,418.48	2,691,162.86	2,614,781.25
US TREASURY N/B NOTES DTD 09/15/2022 3.500% 09/15/2025	91282CFK2	2,250,000.00	AA+	Aaa	10/06/22	10/11/22	2,204,912.11	4.23	23,494.48	2,208,367.44	2,204,296.88
US TREASURY N/B NOTES DTD 11/15/2022 4.500% 11/15/2025	91282CFW6	2,000,000.00	AA+	Aaa	12/16/22	12/16/22	2,027,500.00	3.99	11,685.08	2,027,086.85	2,012,500.00
Security Type Sub-Total		45,081,000.00					45,207,133.66	1.41	144,693.30	45,132,250.53	43,080,505.55
Supra-National Agency Bond / Note											
INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	670,000.00	AAA	Aaa	11/17/20	11/24/20	668,559.50	0.32	172.15	669,569.82	643,877.37
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	925,000.00	AAA	Aaa	09/15/21	09/23/21	924,315.50	0.52	1,259.03	924,605.91	861,938.13
Security Type Sub-Total		1,595,000.00					1,592,875.00	0.44	1,431.18	1,594,175.73	1,505,815.50
Municipal Bond / Note											
CT ST TXBL GO BONDS DTD 06/11/2020 2.000% 07/01/2023	20772KJV2	100,000.00	AA-	Aa3	05/29/20	06/11/20	100,597.00	1.80	1,000.00	100,096.91	98,539.00

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CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note											
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.444% 08/01/2023	54438CYH9	235,000.00	AA+	Aaa	10/30/20	11/10/20	235,000.00	0.44	434.75	235,000.00	228,182.65
CA ST DEPT WTR RES WTR SYS TXBL REV BNDS DTD 08/06/2020 0.414% 12/01/2023	13067WRA2	450,000.00	AAA	Aa1	07/30/20	08/06/20	450,000.00	0.41	155.25	450,000.00	432,036.00
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.620% 03/15/2024	650036DS2	640,000.00	AA+	NR	12/16/20	12/23/20	640,000.00	0.62	1,168.36	640,000.00	608,652.80
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	195,000.00	AA-	A1	01/22/21	02/04/21	195,000.00	0.90	874.58	195,000.00	180,193.65
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	235,000.00	AA	Aa3	09/03/20	09/16/20	235,000.00	1.26	1,478.15	235,000.00	214,785.30
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	575,000.00	AA	Aa3	11/21/22	11/23/22	519,690.75	5.26	3,616.75	521,958.95	525,538.50

Security Type Sub-Total	2,430,000.00	2,375,287.75	1.76	8,727.84	2,377,055.86	2,287,927.90
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Federal Agency Mortgage-Backed Security

FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	259,501.69	AA+	Aaa	08/03/21	08/17/21	276,531.48	2.35	648.75	274,502.78	245,898.14
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Security Type Sub-Total	259,501.69	276,531.48	2.35	648.75	274,502.78	245,898.14
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Federal Agency Commercial Mortgage-Backed Security

FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	550,000.00	AA+	Aaa	08/04/22	08/09/22	543,662.11	3.36	1,372.71	543,662.11	525,830.26
FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	425,353.90	AA+	Aaa	08/31/22	09/06/22	410,948.36	3.76	957.76	410,948.36	402,790.52
FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	585,485.37	AA+	Aaa	12/08/22	12/13/22	567,875.07	3.94	1,634.48	568,035.24	565,237.61

Security Type Sub-Total	1,560,839.27	1,522,485.54	3.69	3,964.95	1,522,645.71	1,493,858.39
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For the Month Ending **December 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	700,000.00	AA+	Aaa	08/25/20	08/26/20	698,936.00	0.30	617.36	699,771.24	679,756.70
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	1,275,000.00	AA+	Aaa	08/19/20	08/21/20	1,273,699.50	0.28	1,124.48	1,274,721.66	1,238,128.28
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	735,000.00	AA+	Aaa	09/02/20	09/04/20	735,134.22	0.24	576.77	735,030.53	712,429.62
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,165,000.00	AA+	Aaa	09/02/20	09/04/20	1,164,615.55	0.26	914.20	1,164,912.55	1,129,225.18
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,300,000.00	AA+	Aaa	10/07/20	10/08/20	1,299,584.00	0.26	1,020.14	1,299,902.35	1,260,079.60
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAF2	1,555,000.00	AA+	Aaa	12/02/20	12/04/20	1,553,460.55	0.28	291.56	1,554,526.21	1,490,193.82
Security Type Sub-Total		6,730,000.00					6,725,429.82	0.27	4,544.51	6,728,864.54	6,509,813.20
Corporate Note											
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/04/2021 0.450% 01/17/2024	24422EVN6	380,000.00	A	A2	03/01/21	03/04/21	379,730.20	0.48	779.00	379,902.01	362,981.32
GOLDMAN SACHS CORP NOTES DTD 03/03/2014 4.000% 03/03/2024	38141GVM3	225,000.00	BBB+	A2	01/21/21	01/25/21	248,004.00	0.67	2,950.00	233,669.65	222,159.15
CHARLES SCHWAB CORP NOTES (CALLABLE) DTD 03/18/2021 0.750% 03/18/2024	808513BN4	300,000.00	A	A2	03/16/21	03/18/21	299,850.00	0.77	643.75	299,939.51	285,541.80
COMCAST CORP (CALLABLE) CORPORATE NOTES DTD 10/05/2018 3.700% 04/15/2024	20030NCR0	300,000.00	A-	A3	05/07/20	05/11/20	328,677.00	1.20	2,343.33	308,966.67	295,361.10
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	225,000.00	AA	A1	05/10/21	05/12/21	224,671.50	0.50	137.81	224,851.04	212,260.73

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	50,000.00	BBB+	A3	10/02/20	10/06/20	51,235.50	0.98	107.21	50,174.09	49,172.40
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	300,000.00	BBB+	A3	05/07/20	05/14/20	300,000.00	1.68	643.23	300,000.00	295,034.40
UNITEDHEALTH GROUP INC (CALLABLE) CORP N DTD 05/19/2021 0.550% 05/15/2024	91324PEB4	325,000.00	A+	A3	05/17/21	05/19/21	324,662.00	0.59	228.40	324,845.24	306,349.23
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/17/2021 0.450% 05/17/2024	14913R2L0	475,000.00	A	A2	05/10/21	05/17/21	474,363.50	0.50	261.25	474,708.46	447,320.80
HSBC USA INC CORPORATE NOTES DTD 05/24/2022 3.750% 05/24/2024	40428HTA0	800,000.00	A-	A1	05/17/22	05/24/22	799,968.00	3.75	3,083.33	799,977.72	783,863.20
ASTRAZENECA FINANCE LLC (CALLABLE) CORP DTD 05/28/2021 0.700% 05/28/2024	04636NAC7	495,000.00	A	A3	05/25/21	05/28/21	494,955.45	0.70	317.63	494,979.15	467,269.11
HORMEL FOODS CORP NOTES (CALLABLE) DTD 06/03/2021 0.650% 06/03/2024	440452AG5	350,000.00	A	A1	03/10/22	03/14/22	338,915.50	2.12	176.94	342,915.20	329,560.00
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/10/2021 0.450% 06/07/2024	24422EVQ9	130,000.00	A	A2	06/07/21	06/10/21	129,837.50	0.49	39.00	129,922.24	122,202.73
TARGET CORP CORPORATE NOTES DTD 06/26/2014 3.500% 07/01/2024	87612EBD7	350,000.00	A	A2	11/23/21	11/29/21	371,924.00	1.04	6,125.00	362,690.40	342,807.15
BANK OF AMERICA (CALLABLE) CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	100,000.00	A-	A2	09/28/20	10/01/20	108,415.00	1.58	1,695.87	101,695.10	98,898.90
BANK OF AMERICA (CALLABLE) CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	225,000.00	A-	A2	08/21/20	08/25/20	245,362.50	1.47	3,815.70	228,957.29	222,522.53

Managed Account Detail of Securities Held

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CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
BRISTOL MYERS SQUIBB CO CORP NOTES (CALL DTD 01/26/2020 2.900% 07/26/2024	110122CM8	156,000.00	A+	A2	10/05/20	10/07/20	168,899.64	0.69	1,947.83	161,148.46	151,764.44
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 07/30/2019 2.500% 07/30/2024	025816CG2	400,000.00	BBB+	A2	11/19/21	11/23/21	414,320.00	1.14	4,194.44	408,230.23	385,513.60
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 08/09/2021 0.500% 08/09/2024	69371RR40	265,000.00	A+	A1	08/03/21	08/09/21	264,856.90	0.52	522.64	264,923.49	246,772.77
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 09/09/2021 0.750% 08/09/2024	02665WDY4	275,000.00	A-	A3	09/07/21	09/09/21	274,818.50	0.77	813.54	274,900.13	257,406.05
UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024	904764BN6	100,000.00	A+	A1	02/22/22	02/24/22	96,599.00	2.05	241.71	97,774.23	93,838.00
UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024	904764BN6	175,000.00	A+	A1	08/09/21	08/12/21	175,000.00	0.63	422.98	175,000.00	164,216.50
BMW US CAPITAL LLC CORPORATE NOTES DTD 08/12/2021 0.750% 08/12/2024	05565EBU8	205,000.00	A	A2	08/09/21	08/12/21	204,981.55	0.75	593.65	204,990.08	191,586.65
COOPERAT RABOBANK UA/NY CORPORATE NOTES DTD 08/22/2022 3.875% 08/22/2024	21688AAU6	465,000.00	A+	Aa2	08/15/22	08/22/22	464,786.10	3.90	6,456.72	464,824.72	457,212.65
GOLDMAN SACHS GROUP INC (CALLABLE) CORP DTD 06/10/2021 0.657% 09/10/2024	38141GYE8	250,000.00	BBB+	A2	06/07/21	06/10/21	250,000.00	0.66	506.44	250,000.00	240,588.50
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 09/13/2021 0.625% 09/13/2024	89236TJN6	250,000.00	A+	A1	09/08/21	09/13/21	249,882.50	0.64	468.75	249,933.42	233,011.25

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
NESTLE HOLDINGS INC CORP NOTES (CALLABLE DTD 09/14/2021 0.606% 09/14/2024	641062AU8	545,000.00	AA-	Aa3	09/07/21	09/14/21	545,000.00	0.61	981.64	545,000.00	507,416.80
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	475,000.00	A-	A2	10/16/20	10/21/20	475,000.00	0.81	716.06	475,000.00	455,571.55
HONEYWELL INTERNATIONAL CORPORATE NOTES DTD 11/02/2022 4.850% 11/01/2024	438516CH7	460,000.00	A	A2	10/28/22	11/02/22	459,921.80	4.86	3,656.36	459,928.23	460,034.04
TEXAS INSTRUMENTS INC CORPORATE NOTES DTD 11/18/2022 4.700% 11/18/2024	882508BR4	115,000.00	A+	Aa3	11/15/22	11/18/22	114,948.25	4.72	645.60	114,951.36	114,879.14
COOPERATIEVE RABOBANK UA CORPORATE NOTES DTD 01/12/2022 1.375% 01/10/2025	21688AAS1	500,000.00	A+	Aa2	01/19/22	01/24/22	496,040.00	1.65	3,265.63	497,291.68	466,752.00
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 01/13/2022 1.500% 01/13/2025	02665WEA5	500,000.00	A-	A3	01/11/22	01/13/22	499,605.00	1.53	3,500.00	499,732.22	468,316.00
LINDE INC/CT (CALLABLE) CORPORATE NOTES DTD 02/05/2015 2.650% 02/05/2025	74005PBN3	325,000.00	A	A2	03/04/22	03/08/22	329,735.25	2.13	3,492.85	328,280.12	310,956.43
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	125,000.00	A-	A2	02/22/22	02/24/22	123,847.50	2.20	937.50	124,179.68	117,140.62
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	215,000.00	A-	A2	01/31/22	02/07/22	214,993.55	1.88	1,612.50	214,995.48	201,481.88
MERCK & CO INC CORP NOTES DTD 02/10/2015 2.750% 02/10/2025	58933YAR6	225,000.00	A+	A1	03/09/21	03/11/21	240,104.25	1.00	2,423.44	232,653.57	215,741.48

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	350,000.00	A+	A1	09/23/21	09/27/21	359,698.50	0.96	2,415.00	356,078.25	329,637.00
JPMORGAN CHASE & CO CORP NOTES (CALLABLE DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	295,000.00	A-	A1	02/09/21	02/16/21	295,000.00	0.56	622.82	295,000.00	278,072.61
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 03/04/2022 2.250% 03/04/2025	025816CQ0	120,000.00	BBB+	A2	03/01/22	03/04/22	119,878.80	2.29	877.50	119,912.31	113,297.76
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 03/04/2022 2.250% 03/04/2025	025816C00	205,000.00	BBB+	A2	03/02/22	03/04/22	204,633.05	2.31	1,499.06	204,734.50	193,550.34
EXXON MOBIL CORP CORPORATE NT (CALLABLE) DTD 03/06/2015 2.709% 03/06/2025	30231GAF9	225,000.00	AA-	Aa2	03/26/21	03/30/21	238,932.00	1.10	1,947.09	232,291.80	215,086.28
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/07/2022 2.125% 03/07/2025	24422EWB1	60,000.00	A	A2	03/02/22	03/07/22	59,974.20	2.14	403.75	59,981.26	56,729.22
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/07/2022 2.125% 03/07/2025	24422EWB1	175,000.00	A	A2	03/03/22	03/07/22	175,350.00	2.06	1,177.60	175,254.20	165,460.23
ROCHE HOLDINGS INC (CALLABLE) CORPORATE DTD 03/10/2022 2.132% 03/10/2025	771196BT8	1,295,000.00	AA	Aa2	03/03/22	03/10/22	1,295,000.00	2.13	8,512.90	1,295,000.00	1,227,101.86
ABBOTT LABORATORIES CORP NOTE (CALLABLE) DTD 03/10/2015 2.950% 03/15/2025	002824BB5	325,000.00	AA-	A1	03/10/22	03/14/22	330,018.00	2.41	2,822.99	328,557.95	315,175.25
BURLINGTN NORTH SANTA FE CORP NOTES (CAL DTD 03/09/2015 3.000% 04/01/2025	12189LAV3	225,000.00	AA-	A3	03/05/21	03/09/21	242,156.25	1.08	1,687.50	233,996.57	216,347.85

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
BMW US CAPITAL LLC CORP NOTES DTD 04/01/2022 3.250% 04/01/2025	05565EBZ7	240,000.00	A	A2	03/28/22	04/01/22	239,774.40	3.28	1,950.00	239,831.01	231,537.12
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 04/07/2022 2.850% 04/07/2025	69371RR73	500,000.00	A+	A1	03/31/22	04/07/22	499,870.00	2.86	3,325.00	499,901.91	479,192.00
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025	023135CE4	750,000.00	AA	A1	04/11/22	04/13/22	748,807.50	3.06	4,875.00	749,093.66	723,532.50
HOME DEPOT INC (CALLABLE) CORPORATE NOTE DTD 03/28/2022 2.700% 04/15/2025	437076CM2	80,000.00	A	A2	03/24/22	03/28/22	79,860.00	2.76	456.00	79,895.06	76,541.28
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	225,000.00	A	A1	03/09/21	03/11/21	230,337.00	1.01	670.00	227,943.68	209,062.80
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	250,000.00	A	A1	03/10/22	03/14/22	243,977.50	2.41	744.44	245,529.47	232,292.00
BANK OF NY MELLON CORP (CALLABLE) CORP N DTD 04/26/2022 3.350% 04/25/2025	06406RBC0	500,000.00	A	A1	04/19/22	04/26/22	499,930.00	3.36	3,070.83	499,945.98	484,268.00
CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	145,000.00	A-	A3	05/02/22	05/04/22	144,575.15	3.55	833.75	144,669.22	140,396.10
CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	205,000.00	A-	A3	04/26/22	05/03/22	204,954.90	3.46	1,178.75	204,964.92	198,491.05
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	350,000.00	BBB+	A3	04/28/21	05/04/21	350,917.00	0.91	572.25	350,407.74	327,371.45
USAA CAPITAL CORP CORPORATE NOTES DTD 05/26/2022 3.375% 05/01/2025	90327QD89	525,000.00	AA	Aa1	05/23/22	05/26/22	523,283.25	3.49	2,953.13	523,635.90	505,681.05

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Corporate Note											
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/13/2022 3.400% 05/13/2025	14913R2V8	75,000.00	A	A2	05/10/22	05/13/22	74,992.50	3.40	340.00	74,994.09	72,936.45
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/13/2022 3.400% 05/13/2025	14913R2V8	225,000.00	A	A2	05/10/22	05/13/22	224,714.25	3.44	1,020.00	224,775.00	218,809.35
GENERAL DYNAMICS CORP (CALLABLE) CORP NO DTD 05/11/2018 3.500% 05/15/2025	369550BG2	325,000.00	A-	A3	03/02/22	03/04/22	336,576.50	2.34	1,453.47	333,407.86	316,199.65
HERSHEY CO CORP NOTES (CALLABLE) DTD 06/01/2020 0.900% 06/01/2025	427866BF4	250,000.00	A	A1	02/23/22	02/25/22	240,037.50	2.17	187.50	242,628.42	228,325.25
HONEYWELL INTL CORP NOTES (CALLABLE) DTD 05/18/2020 1.350% 06/01/2025	438516CB0	350,000.00	A	A2	02/24/22	02/28/22	340,658.50	2.20	393.75	343,070.48	323,724.10
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	595,000.00	A-	A1	05/24/21	06/01/21	595,000.00	0.82	408.57	595,000.00	554,890.46
TRUIST FINANCIAL CORP NOTES (CALLABLE) DTD 06/05/2018 3.700% 06/05/2025	05531FBE2	475,000.00	A-	A3	02/07/22	02/09/22	499,358.00	2.09	1,269.31	492,634.28	461,178.45
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 06/09/2022 3.500% 06/09/2025	63254ABD9	565,000.00	AA-	Aa3	05/31/22	06/09/22	565,000.00	3.50	1,208.47	565,000.00	547,229.62
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	65,000.00	A-	A2	05/02/22	05/04/22	64,691.90	3.61	99.67	64,757.42	62,554.83
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	85,000.00	A-	A2	04/27/22	05/04/22	84,977.05	3.46	130.33	84,981.93	81,802.47

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Corporate Note											
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	100,000.00	A-	A2	05/03/22	05/05/22	99,532.00	3.61	153.33	99,631.20	96,238.20
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 06/30/2022 3.950% 06/30/2025	89236TKC8	225,000.00	A+	A1	06/27/22	06/30/22	224,786.25	3.98	24.69	224,822.33	220,783.95
JP MORGAN CHASE CORP NOTES (CALLABLE) DTD 07/21/2015 3.900% 07/15/2025	46625HMN7	475,000.00	A-	A1	03/10/22	03/14/22	489,834.25	2.91	8,542.08	485,981.03	463,415.23
MORGAN STANLEY CORP NOTES DTD 07/23/2015 4.000% 07/23/2025	6174468C6	225,000.00	A-	A1	06/22/22	06/24/22	224,581.50	4.06	3,950.00	224,652.55	219,603.15
IBM CORP CORPORATE NOTES DTD 07/27/2022 4.000% 07/27/2025	459200KS9	800,000.00	A-	A3	07/20/22	07/27/22	800,000.00	4.00	13,688.89	800,000.00	786,983.20
BANK OF AMERICA CORP NOTES DTD 07/30/2015 3.875% 08/01/2025	06051GFS3	475,000.00	A-	A2	03/10/22	03/14/22	490,665.50	2.84	7,669.27	486,951.91	462,480.43
COLGATE-PALMOLIVE CO CORPORATE NOTES DTD 08/09/2022 3.100% 08/15/2025	194162AM5	115,000.00	AA-	Aa3	08/01/22	08/09/22	114,894.20	3.13	1,406.20	114,908.12	111,153.71
WALMART INC CORPORATE NOTES DTD 09/09/2022 3.900% 09/09/2025	931142EW9	495,000.00	AA	Aa2	09/06/22	09/09/22	494,653.50	3.93	6,006.00	494,689.54	488,187.81
NESTLE HOLDINGS INC CORP NOTE DTD 09/13/2022 4.000% 09/12/2025	641062BA1	395,000.00	AA-	Aa3	09/06/22	09/13/22	394,869.65	4.01	4,740.00	394,882.74	388,588.36
HOME DEPOT INC NOTES (CALLABLE) DTD 09/19/2022 4.000% 09/15/2025	437076CR1	115,000.00	A	A2	09/12/22	09/19/22	114,958.60	4.01	1,303.33	114,962.54	113,299.73
LOCKHEED MARTIN CORP NOTES (CALLABLE) DTD 10/24/2022 4.950% 10/15/2025	539830BU2	175,000.00	A-	A3	10/19/22	10/24/22	174,501.25	5.05	1,612.19	174,532.91	176,150.63
UNITEDHEALTH GROUP INC CORPORATE NOTES DTD 10/28/2022 5.150% 10/15/2025	91324PEN8	180,000.00	A+	A3	10/25/22	10/28/22	179,983.80	5.15	1,622.25	179,984.77	181,692.54

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Corporate Note											
LOCKHEED MARTIN CORP NOTES (CALLABLE) DTD 10/24/2022 4.950% 10/15/2025	539830BU2	200,000.00	A-	A3	11/01/22	11/03/22	200,098.00	4.93	1,842.50	200,092.48	201,315.00
PNC FINANCIAL SERVICES CORP NOTE (CALLAB DTD 10/28/2022 5.671% 10/28/2025	693475BH7	345,000.00	A-	A3	10/25/22	10/28/22	345,000.00	5.67	3,423.87	345,000.00	348,387.90
COMCAST CORP CORPORATE NOTES DTD 11/07/2022 5.250% 11/07/2025	20030NDZ1	145,000.00	A-	A3	10/31/22	11/07/22	144,960.85	5.26	1,141.88	144,962.81	146,843.53
COMCAST CORP CORPORATE NOTES DTD 11/07/2022 5.250% 11/07/2025	20030NDZ1	230,000.00	A-	A3	11/03/22	11/07/22	229,395.10	5.35	1,811.25	229,425.46	232,924.22
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	250,000.00	A+	A2	02/22/22	02/24/22	236,870.00	2.23	250.00	239,876.94	224,439.50
LINDE INC/CT CORPORATE NOTES (CALLABLE) DTD 12/05/2022 4.700% 12/05/2025	53522KAB9	525,000.00	A	A2	11/28/22	12/05/22	524,433.00	4.74	1,782.08	524,446.97	526,654.80
AUST & NZ BANKING GRP NY CORPORATE NOTES DTD 12/08/2022 5.088% 12/08/2025	05254JAA8	445,000.00	AA-	Aa3	11/29/22	12/08/22	445,000.00	5.09	1,446.55	445,000.00	446,682.10
STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026	857477BR3	225,000.00	A	A1	02/02/22	02/07/22	225,000.00	1.75	1,582.31	225,000.00	210,218.63
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026	61747YEM3	585,000.00	A-	A1	02/16/22	02/18/22	585,000.00	2.63	5,684.09	585,000.00	549,640.85
STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	510,000.00	A	A1	02/17/22	02/22/22	520,266.30	2.38	3,739.87	517,427.65	484,522.44
BANK OF NEW YORK MELLON CORP NOTES (CALL DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	165,000.00	A	A1	07/19/22	07/26/22	165,000.00	4.41	3,135.78	165,000.00	162,350.10

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
BANK OF NEW YORK MELLON CORP NOTES (CALL DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	360,000.00	A	A1	07/20/22	07/26/22	361,173.60	4.32	6,841.70	361,003.03	354,218.40
TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	140,000.00	A-	A3	07/25/22	07/28/22	140,000.00	4.26	2,534.70	140,000.00	137,351.34
TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	175,000.00	A-	A3	07/26/22	07/28/22	175,175.00	4.23	3,168.38	175,149.93	171,689.18
STATE STREET CORP NOTES (CALLABLE) DTD 11/04/2022 5.751% 11/04/2026	857477BX0	425,000.00	A	A1	11/03/22	11/07/22	424,409.25	5.79	3,869.94	424,431.53	436,024.08
Security Type Sub-Total		29,611,000.00					29,821,886.74	2.54	202,827.29	29,707,622.18	28,511,818.29
Certificate of Deposit											
CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023	22552G3C2	725,000.00	A-2	P-2	03/19/21	03/23/21	725,000.00	0.59	3,445.76	725,000.00	718,000.85
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 08/19/2022 4.100% 08/16/2024	22536AZR8	800,000.00	A+	Aa3	08/17/22	08/19/22	800,000.00	4.07	12,300.00	800,000.00	800,000.00
TORONTO DOMINION BANK NY CERT DEPOS DTD 10/31/2022 5.600% 10/27/2025	89115B6K1	1,050,000.00	A	A1	10/27/22	10/31/22	1,050,000.00	5.58	10,126.67	1,050,000.00	1,049,535.69
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 11/03/2022 5.530% 11/03/2025	65558UYF3	1,050,000.00	AA-	Aa3	11/02/22	11/03/22	1,050,000.00	5.53	9,354.92	1,050,000.00	1,038,362.85
Security Type Sub-Total		3,625,000.00					3,625,000.00	4.24	35,227.35	3,625,000.00	3,605,899.39
Bank Note											
PNC BANK NA CORP NOTE (CALLABLE) DTD 06/01/2015 3.250% 06/01/2025	69353REQ7	425,000.00	A	A2	08/09/22	08/11/22	417,775.00	3.89	1,151.04	418,782.98	409,722.95
Security Type Sub-Total		425,000.00					417,775.00	3.89	1,151.04	418,782.98	409,722.95
Asset-Backed Security											

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Asset-Backed Security											
MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	22,419.18	AAA	NR	09/15/20	09/23/20	22,418.05	0.40	3.99	22,418.87	22,377.41
BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	68,761.62	AAA	Aaa	03/02/21	03/10/21	68,759.44	0.29	3.32	68,760.81	68,230.51
VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	19,374.78	AAA	NR	10/01/19	10/08/19	19,373.28	1.94	11.48	19,374.35	19,345.79
TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	198,165.93	AAA	Aaa	04/13/21	04/21/21	198,142.81	0.39	23.61	198,155.88	195,462.27
GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	258,628.81	AAA	NR	05/18/21	05/26/21	258,588.20	0.35	26.87	258,610.00	255,483.16
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	33,854.83	AAA	Aaa	01/21/20	01/29/20	33,850.86	1.85	19.14	33,853.45	33,697.02
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	15,103.31	AAA	Aaa	01/21/20	01/29/20	15,100.01	1.87	12.55	15,102.06	15,078.60
TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	118,116.08	AAA	Aaa	07/21/20	07/27/20	118,106.99	0.44	23.10	118,112.23	116,269.24
BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	53,218.43	AAA	NR	07/08/20	07/15/20	53,214.41	0.48	4.26	53,216.72	52,467.20
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	79,932.58	AAA	NR	01/14/20	01/22/20	79,916.90	1.89	67.14	79,926.32	78,976.54
HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	98,329.71	AAA	NR	07/14/20	07/22/20	98,311.30	0.48	20.98	98,321.52	96,972.38
MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	107,402.92	AAA	NR	06/16/20	06/23/20	107,394.52	0.55	26.25	107,399.07	105,501.83
VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	280,858.13	NR	Aaa	08/04/20	08/12/20	280,799.15	0.47	40.33	280,830.26	276,524.80
WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	118,699.90	AAA	NR	06/16/20	06/24/20	118,690.59	0.63	33.24	118,695.39	116,024.11

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Asset-Backed Security											
VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	165,000.00	NR	Aaa	06/07/22	06/14/22	164,986.87	3.44	173.43	164,989.20	160,753.15
KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	210,000.00	NR	Aaa	04/06/21	04/14/21	209,957.03	0.62	57.87	209,974.04	200,030.10
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	186,879.76	AAA	NR	04/20/21	04/28/21	186,860.10	0.38	31.56	186,867.63	180,743.81
KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	350,000.00	NR	Aaa	07/20/21	07/28/21	349,986.81	0.56	87.11	349,991.19	327,714.63
HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	270,000.00	NR	Aaa	11/16/21	11/24/21	269,943.08	0.89	66.00	269,958.18	256,242.12
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	216,728.48	AAA	NR	04/13/21	04/21/21	216,681.77	0.52	50.09	216,698.20	208,605.73
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	210,000.00	AAA	NR	11/09/21	11/17/21	209,953.13	0.75	69.07	209,964.85	197,886.95
FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	255,000.00	AAA	NR	01/19/22	01/24/22	254,969.71	1.29	146.20	254,976.17	242,588.79
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	445,000.00	AAA	Aaa	07/21/21	07/28/21	444,926.80	0.55	108.78	444,948.23	423,221.70
BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	295,000.00	AAA	Aaa	05/10/22	05/18/22	294,984.66	3.21	157.83	294,986.90	287,484.58
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	265,000.00	AAA	Aaa	09/20/21	09/27/21	264,943.26	0.58	68.31	264,957.68	246,655.30
COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	270,000.00	AAA	Aaa	10/19/21	10/27/21	269,994.90	0.77	92.40	269,996.13	253,991.70
TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	285,000.00	AAA	Aaa	04/07/22	04/13/22	284,993.33	2.93	371.13	284,994.42	275,721.85
GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	175,000.00	AAA	Aaa	10/13/21	10/21/21	174,995.54	0.68	49.58	174,996.63	164,772.70

Managed Account Detail of Securities Held

For the Month Ending **December 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	275,000.00	AAA	NR	03/09/22	03/16/22	274,989.41	2.22	271.33	274,991.25	261,919.93
WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	330,000.00	AAA	NR	10/26/21	11/03/21	329,955.05	0.81	118.80	329,965.60	313,750.64
KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	505,000.00	NR	Aaa	03/15/22	03/23/22	504,927.79	2.67	599.27	504,940.09	478,614.76
COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/15/2026	14041NFY2	500,000.00	AAA	NR	11/18/21	11/30/21	499,931.10	1.04	231.11	499,946.20	466,855.50
ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	520,000.00	AAA	Aaa	05/10/22	05/18/22	519,899.33	3.31	764.98	519,913.31	505,618.41
GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	215,000.00	AAA	NR	01/11/22	01/19/22	214,981.32	1.26	112.88	214,985.00	203,464.33
KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7	670,000.00	NR	Aaa	07/14/22	07/21/22	669,877.19	4.09	1,217.91	669,889.72	653,336.70
HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	505,000.00	AAA	Aaa	04/12/22	04/20/22	504,915.92	3.06	686.80	504,928.14	490,908.08
GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	245,000.00	AAA	Aaa	04/05/22	04/13/22	244,948.80	3.10	316.46	244,956.41	237,586.99
CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	390,000.00	AAA	Aaa	04/21/22	04/28/22	389,940.68	3.49	604.93	389,949.06	379,273.44
COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	500,000.00	AAA	NR	03/23/22	03/30/22	499,962.30	2.80	622.22	499,968.07	479,485.80
TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	225,000.00	AAA	NR	08/08/22	08/16/22	224,962.40	3.76	376.00	224,965.45	218,554.85
CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	565,000.00	AAA	NR	07/12/22	07/20/22	564,986.67	3.97	996.91	564,987.94	548,752.30
GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	340,000.00	NR	Aaa	07/06/22	07/13/22	339,997.65	3.64	515.67	339,997.88	332,394.81

Managed Account Detail of Securities Held

For the Month Ending **December 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
COMET 2022-A2 A DTD 06/14/2022 3.490% 05/15/2027	14041NGA3	740,000.00	AAA	NR	06/06/22	06/14/22	739,881.75	3.49	1,147.82	739,894.98	719,685.15
NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	495,000.00	AAA	Aaa	09/20/22	09/28/22	494,897.58	4.46	981.20	494,903.33	488,971.40
DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027	254683CS2	570,000.00	NR	Aaa	05/19/22	05/26/22	569,953.66	3.32	841.07	569,959.27	549,741.52
AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027	02582JJT8	815,000.00	AAA	NR	05/17/22	05/24/22	814,819.72	3.39	1,227.93	814,841.72	791,157.91
ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	945,000.00	AAA	Aaa	10/04/22	10/12/22	944,988.28	4.76	1,999.20	944,988.85	939,243.06
HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3	720,000.00	AAA	NR	11/01/22	11/09/22	719,996.54	5.39	1,724.80	719,996.65	727,876.80
DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027	254683CW3	665,000.00	AAA	Aaa	08/02/22	08/09/22	664,917.47	3.56	1,052.18	664,924.11	644,533.83
CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	670,000.00	AAA	NR	10/26/22	10/31/22	669,842.89	5.35	1,590.13	669,848.46	675,431.69
MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	865,000.00	AAA	Aaa	11/15/22	11/22/22	864,828.90	5.21	2,002.96	864,832.86	872,066.88
TAOT 2022-D A3 DTD 11/08/2022 5.300% 09/15/2027	89239HAD0	240,000.00	NR	Aaa	11/01/22	11/08/22	239,976.31	5.30	565.33	239,977.03	242,885.74
AMXCA 2022-4 A DTD 11/03/2022 4.950% 10/15/2027	02582JJX9	270,000.00	AAA	NR	10/27/22	11/03/22	269,986.61	4.95	594.00	269,987.05	271,871.75
Security Type Sub-Total		17,851,474.45					17,849,208.82	2.99	23,007.51	17,849,614.81	17,372,806.24
Managed Account Sub-Total		109,168,815.41					109,413,613.81	2.04	426,223.72	109,230,515.12	105,024,065.55



Managed Account Detail of Securities Held

For the Month Ending December 31, 2022

CITY OF ANTIOCH, CA - 04380500						
Securities Sub-Total	\$109,168,815.41	\$109,413,613.81	2.04%	\$426,223.72	\$109,230,515.12	\$105,024,065.55
Accrued Interest						\$426,223.72
Total Investments						\$105,450,289.27

Managed Account Security Transactions & Interest

For the Month Ending **December 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L	Realized G/L	Sale Method
Trade	Settle							Cost	Amort Cost	
BUY										
11/28/22	12/05/22	LINDE INC/CT CORPORATE NOTES (CALLABLE) DTD 12/05/2022 4.700% 12/05/2025	53522KAB9	525,000.00	(524,433.00)	0.00	(524,433.00)			
11/29/22	12/08/22	AUST & NZ BANKING GRP NY CORPORATE NOTES DTD 12/08/2022 5.088% 12/08/2025	05254JAA8	445,000.00	(445,000.00)	0.00	(445,000.00)			
12/08/22	12/13/22	FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	585,485.37	(567,875.07)	(653.79)	(568,528.86)			
12/16/22	12/16/22	US TREASURY N/B NOTES DTD 11/15/2022 4.500% 11/15/2025	91282CFW6	2,000,000.00	(2,027,500.00)	(7,707.18)	(2,035,207.18)			
Transaction Type Sub-Total				3,555,485.37	(3,564,808.07)	(8,360.97)	(3,573,169.04)			
INTEREST										
12/01/22	12/01/22	CA ST DEPT WTR RES WTR SYS TXBL REV BNDS DTD 08/06/2020 0.414% 12/01/2023	13067WRA2	450,000.00	0.00	931.50	931.50			
12/01/22	12/01/22	HONEYWELL INTL CORP NOTES (CALLABLE) DTD 05/18/2020 1.350% 06/01/2025	438516CB0	350,000.00	0.00	2,362.50	2,362.50			
12/01/22	12/01/22	JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	595,000.00	0.00	2,451.40	2,451.40			
12/01/22	12/01/22	HERSHEY CO CORP NOTES (CALLABLE) DTD 06/01/2020 0.900% 06/01/2025	427866BF4	250,000.00	0.00	1,125.00	1,125.00			
12/01/22	12/01/22	PNC BANK NA CORP NOTE (CALLABLE) DTD 06/01/2015 3.250% 06/01/2025	69353REQ7	425,000.00	0.00	6,906.25	6,906.25			
12/01/22	12/25/22	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	264,448.88	0.00	661.12	661.12			
12/01/22	12/25/22	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	10,690.15	0.00	28.53	28.53			
12/01/22	12/25/22	FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	442,239.47	0.00	995.78	995.78			

Managed Account Security Transactions & Interest

For the Month Ending **December 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
INTEREST										
12/01/22	12/25/22	FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	550,000.00	0.00	1,372.71	1,372.71			
12/03/22	12/03/22	HORMEL FOODS CORP NOTES (CALLABLE) DTD 06/03/2021 0.650% 06/03/2024	440452AG5	350,000.00	0.00	1,137.50	1,137.50			
12/04/22	12/04/22	FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAF42	1,555,000.00	0.00	1,943.75	1,943.75			
12/05/22	12/05/22	TRUIST FINANCIAL CORP NOTES (CALLABLE) DTD 06/05/2018 3.700% 06/05/2025	05531FBE2	475,000.00	0.00	8,787.50	8,787.50			
12/07/22	12/07/22	JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/10/2021 0.450% 06/07/2024	24422EVQ9	130,000.00	0.00	292.50	292.50			
12/09/22	12/09/22	NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 06/09/2022 3.500% 06/09/2025	63254ABD9	565,000.00	0.00	9,887.50	9,887.50			
12/15/22	12/15/22	TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	285,000.00	0.00	695.88	695.88			
12/15/22	12/15/22	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	390,000.00	0.00	1,134.25	1,134.25			
12/15/22	12/15/22	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	225,000.00	0.00	97.50	97.50			
12/15/22	12/15/22	AMXCA 2022-4 A DTD 11/03/2022 4.950% 10/15/2027	02582JJX9	270,000.00	0.00	1,559.25	1,559.25			
12/15/22	12/15/22	MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	865,000.00	0.00	2,879.25	2,879.25			
12/15/22	12/15/22	NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	495,000.00	0.00	1,839.75	1,839.75			
12/15/22	12/15/22	COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	500,000.00	0.00	1,166.67	1,166.67			
12/15/22	12/15/22	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	3,151.73	0.00	7.04	7.04			
12/15/22	12/15/22	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	129,493.97	0.00	67.98	67.98			

Managed Account Security Transactions & Interest

For the Month Ending **December 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale	
Trade	Settle				Proceeds	Interest		Cost	Amort Cost		Method
INTEREST											
12/15/22	12/15/22	DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027	254683CW3	665,000.00	0.00	1,972.83	1,972.83				
12/15/22	12/15/22	CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	670,000.00	0.00	2,981.50	2,981.50				
12/15/22	12/15/22	FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	255,000.00	0.00	274.13	274.13				
12/15/22	12/15/22	COMET 2022-A2 A DTD 06/14/2022 3.490% 05/15/2027	14041NGA3	740,000.00	0.00	2,152.17	2,152.17				
12/15/22	12/15/22	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	270,000.00	0.00	173.25	173.25				
12/15/22	12/15/22	MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	37,013.78	0.00	12.34	12.34				
12/15/22	12/15/22	TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	225,000.00	0.00	705.00	705.00				
12/15/22	12/15/22	HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3	720,000.00	0.00	3,880.80	3,880.80				
12/15/22	12/15/22	KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	210,000.00	0.00	108.50	108.50				
12/15/22	12/15/22	COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/15/2026	14041NFY2	500,000.00	0.00	433.33	433.33				
12/15/22	12/15/22	DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027	254683CS2	570,000.00	0.00	1,577.00	1,577.00				
12/15/22	12/15/22	TAOT 2022-D A3 DTD 11/08/2022 5.300% 09/15/2027	89239HAD0	240,000.00	0.00	1,307.33	1,307.33				
12/15/22	12/15/22	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	330,000.00	0.00	222.75	222.75				
12/15/22	12/15/22	ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	945,000.00	0.00	3,748.50	3,748.50				
12/15/22	12/15/22	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	88,984.61	0.00	140.15	140.15				
12/15/22	12/15/22	KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	505,000.00	0.00	1,123.63	1,123.63				
12/15/22	12/15/22	KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7	670,000.00	0.00	2,283.58	2,283.58				

Managed Account Security Transactions & Interest

For the Month Ending **December 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	12/15/22	12/15/22	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	198,597.89	0.00	62.89	62.89			
	12/15/22	12/15/22	US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	2,996,000.00	0.00	3,745.00	3,745.00			
	12/15/22	12/15/22	HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	505,000.00	0.00	1,287.75	1,287.75			
	12/15/22	12/15/22	HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	20,982.02	0.00	32.70	32.70			
	12/15/22	12/15/22	US TREASURY N/B NOTES DTD 12/15/2021 1.000% 12/15/2024	91282CDN8	1,000,000.00	0.00	5,000.00	5,000.00			
	12/15/22	12/15/22	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	120,108.61	0.00	55.05	55.05			
	12/15/22	12/15/22	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	210,000.00	0.00	129.50	129.50			
	12/15/22	12/15/22	TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	132,607.26	0.00	48.62	48.62			
	12/15/22	12/15/22	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	445,000.00	0.00	203.96	203.96			
	12/15/22	12/15/22	HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	275,000.00	0.00	508.75	508.75			
	12/15/22	12/15/22	KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	350,000.00	0.00	163.33	163.33			
	12/15/22	12/15/22	CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	565,000.00	0.00	1,869.21	1,869.21			
	12/15/22	12/15/22	NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	250,000.00	0.00	5,294.79	5,294.79			
	12/15/22	12/15/22	HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	112,041.85	0.00	44.82	44.82			
	12/15/22	12/15/22	DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	265,000.00	0.00	128.08	128.08			
	12/15/22	12/15/22	AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027	02582JJT8	815,000.00	0.00	2,302.38	2,302.38			

Managed Account Security Transactions & Interest

For the Month Ending **December 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
INTEREST										
12/15/22	12/15/22	ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	520,000.00	0.00	1,434.33	1,434.33			
12/16/22	12/16/22	GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	175,000.00	0.00	99.17	99.17			
12/16/22	12/16/22	GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	245,000.00	0.00	632.92	632.92			
12/16/22	12/16/22	GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	340,000.00	0.00	1,031.33	1,031.33			
12/16/22	12/16/22	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	215,000.00	0.00	225.75	225.75			
12/20/22	12/20/22	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	45,440.49	0.00	70.05	70.05			
12/20/22	12/20/22	VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	325,644.31	0.00	127.54	127.54			
12/20/22	12/20/22	GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	290,374.13	0.00	82.27	82.27			
12/20/22	12/20/22	TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	225,039.10	0.00	73.14	73.14			
12/20/22	12/20/22	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	41,036.52	0.00	66.34	66.34			
12/20/22	12/20/22	VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	165,000.00	0.00	473.00	473.00			
12/21/22	12/21/22	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	270,000.00	0.00	198.00	198.00			
12/25/22	12/25/22	BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	61,201.94	0.00	24.48	24.48			
12/25/22	12/25/22	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	295,000.00	0.00	789.13	789.13			
12/25/22	12/25/22	BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	84,367.31	0.00	20.39	20.39			
12/30/22	12/30/22	TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 06/30/2022 3.950% 06/30/2025	89236TKC8	225,000.00	0.00	4,443.75	4,443.75			

Managed Account Security Transactions & Interest

For the Month Ending **December 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L	Realized G/L	Sale
Trade	Settle							Cost	Amort Cost	
INTEREST										
12/31/22	12/31/22	US TREASURY N/B NOTES DTD 06/30/2022 3.000% 06/30/2024	91282CEX5	1,100,000.00	0.00	16,500.00	16,500.00			
Transaction Type Sub-Total				30,099,464.02	0.00	118,596.32	118,596.32			
MATURITY										
12/01/22	12/01/22	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGQ4	15,753.84	15,753.84	29.93	15,783.77	(98.17)	0.00	
12/01/22	12/01/22	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGQ4	20,868.73	20,868.73	39.65	20,908.38	(273.40)	0.00	
Transaction Type Sub-Total				36,622.57	36,622.57	69.58	36,692.15	(371.57)	0.00	
PAYDOWNS										
12/01/22	12/25/22	FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	16,885.57	16,885.57	0.00	16,885.57	571.87	571.87	
12/01/22	12/25/22	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	4,947.19	4,947.19	0.00	4,947.19	(324.66)	0.00	
12/01/22	12/25/22	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	10,690.15	10,690.15	0.00	10,690.15	0.03	0.00	
12/15/22	12/15/22	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	8,271.52	8,271.52	0.00	8,271.52	1.78	0.00	
12/15/22	12/15/22	HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	5,878.71	5,878.71	0.00	5,878.71	1.28	0.00	
12/15/22	12/15/22	TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	14,491.18	14,491.18	0.00	14,491.18	1.12	0.00	
12/15/22	12/15/22	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	11,718.13	11,718.13	0.00	11,718.13	1.23	0.00	
12/15/22	12/15/22	HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	13,712.14	13,712.14	0.00	13,712.14	2.57	0.00	
12/15/22	12/15/22	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	10,794.07	10,794.07	0.00	10,794.07	0.85	0.00	
12/15/22	12/15/22	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	3,151.73	3,151.73	0.00	3,151.73	0.32	0.00	

Managed Account Security Transactions & Interest

For the Month Ending **December 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L	Realized G/L	Sale Method
Trade	Settle							Cost	Amort Cost	
PAYDOWNS										
12/15/22	12/15/22	MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	14,594.60	14,594.60	0.00	14,594.60	0.74	0.00	
12/15/22	12/15/22	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	12,705.69	12,705.69	0.00	12,705.69	0.99	0.00	
12/15/22	12/15/22	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	9,052.03	9,052.03	0.00	9,052.03	1.78	0.00	
12/20/22	12/20/22	VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	44,786.18	44,786.18	0.00	44,786.18	9.40	0.00	
12/20/22	12/20/22	TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	26,873.17	26,873.17	0.00	26,873.17	3.14	0.00	
12/20/22	12/20/22	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	11,585.66	11,585.66	0.00	11,585.66	1.36	0.00	
12/20/22	12/20/22	GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	31,745.32	31,745.32	0.00	31,745.32	4.98	0.00	
12/20/22	12/20/22	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	21,661.74	21,661.74	0.00	21,661.74	1.67	0.00	
12/25/22	12/25/22	BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	7,983.51	7,983.51	0.00	7,983.51	0.60	0.00	
12/25/22	12/25/22	BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	15,605.69	15,605.69	0.00	15,605.69	0.50	0.00	
Transaction Type Sub-Total				297,133.98	297,133.98	0.00	297,133.98	281.55	571.87	
SELL										
11/28/22	12/05/22	US TREASURY N/B NOTES DTD 10/31/2021 0.375% 10/31/2023	91282CDD0	350,000.00	336,492.19	126.90	336,619.09	(12,496.09)	(13,048.57)	FIFO
11/30/22	12/07/22	US TREASURY N/B NOTES DTD 10/31/2021 0.375% 10/31/2023	91282CDD0	475,000.00	456,593.75	182.06	456,775.81	(17,033.20)	(17,786.77)	FIFO
12/08/22	12/13/22	US TREASURY N/B NOTES DTD 10/31/2021 0.375% 10/31/2023	91282CDD0	575,000.00	553,774.41	256.13	554,030.54	(19,563.48)	(20,489.41)	FIFO
12/13/22	12/16/22	US TREASURY NOTES DTD 11/15/2020 0.250% 11/15/2023	91282CAW1	1,350,000.00	1,297,476.56	289.02	1,297,765.58	(53,789.07)	(52,915.94)	FIFO
12/13/22	12/16/22	US TREASURY N/B NOTES DTD 10/31/2021 0.375% 10/31/2023	91282CDD0	550,000.00	530,126.95	262.09	530,389.04	(18,283.21)	(19,175.44)	FIFO



Managed Account Security Transactions & Interest

For the Month Ending December 31, 2022

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method	
Trade	Settle										
Transaction Type Sub-Total				3,300,000.00	3,174,463.86	1,116.20	3,175,580.06	(121,165.05)	(123,416.13)		
Managed Account Sub-Total					(56,587.66)	111,421.13	54,833.47	(121,255.07)	(122,844.26)		
Total Security Transactions					(\$56,587.66)	\$111,421.13	\$54,833.47	(\$121,255.07)	(\$122,844.26)		



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 25, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lauren Posada, City Treasurer *LP*

SUBJECT: Approval of Treasurer's Report for January of 2023

RECOMMENDED ACTION

It is recommended that the City Council receive and file the January 2023 Treasurer's Report.

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

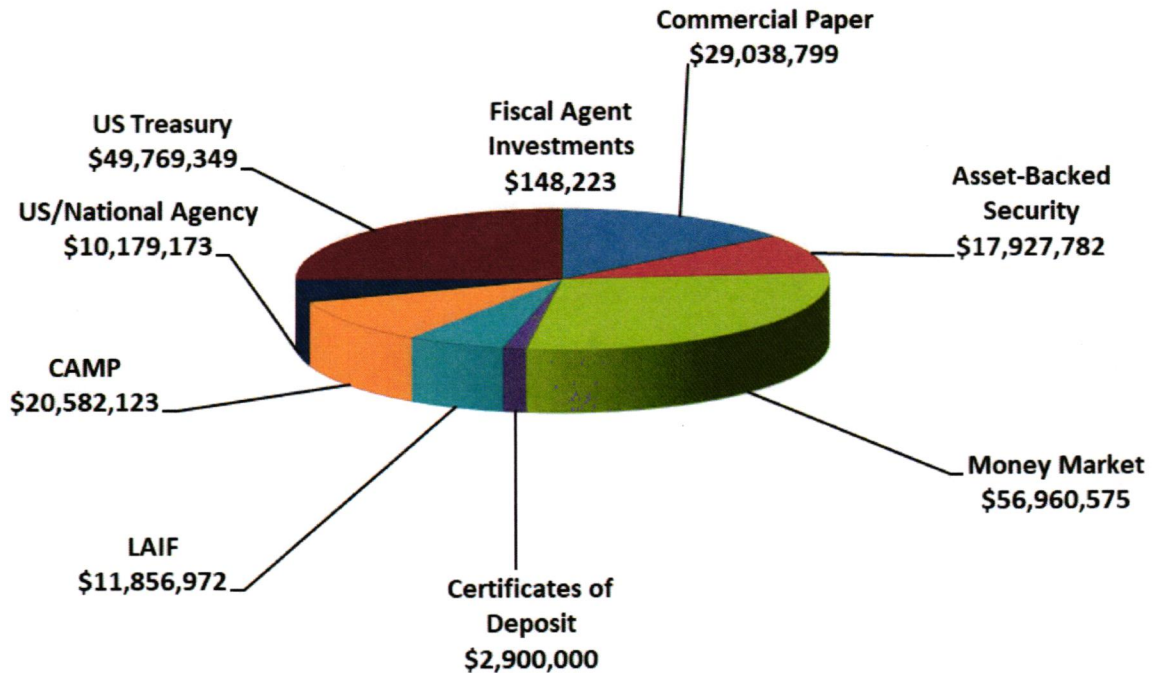
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting provisions of the Policy.

ATTACHMENTS

A. City Treasurer's Report

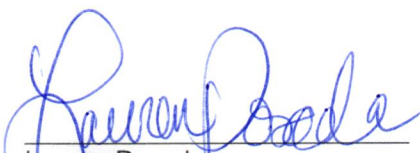
**CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS**

JANUARY 31, 2023



Total of City and Fiscal Agent Investments = \$199,362,996

All City investments are shown above and conform to the City Investment Policy. All investment transactions during this period are included in this report. As Treasurer of the City of Antioch and Finance Director of the City of Antioch, we hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six (6) months' estimated expenditures.


Lauren Posada
City Treasurer


Dawn Merchant
Finance Director

**Summary of Fiscal Agent Balances by
Debt Issue**

	<u>Amount</u>
Antioch Public Financing Authority 2015 Refunding Bonds (02 Leave Rev)	416
Antioch Development Agency 2009 Tax Allocation Bonds	147,807
	<u>\$148,223</u>



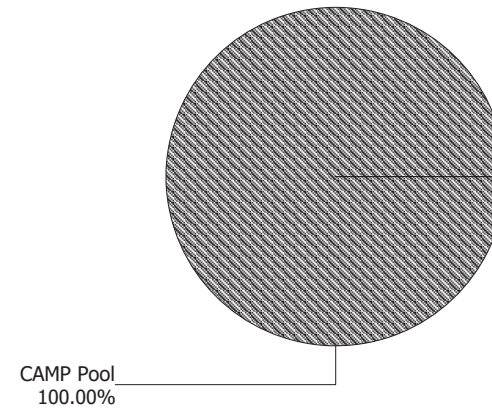
Account Statement - Transaction Summary

For the Month Ending **January 31, 2023**

City of Antioch - City of Antioch - 6090-001

CAMP Pool	
Opening Market Value	20,503,254.80
Purchases	78,867.87
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$20,582,122.67
Cash Dividends and Income	78,867.87

Asset Summary		
	January 31, 2023	December 31, 2022
CAMP Pool	20,582,122.67	20,503,254.80
Total	\$20,582,122.67	\$20,503,254.80
Asset Allocation		



Managed Account Summary Statement

For the Month Ending **January 31, 2023**

CITY OF ANTIOCH, CA - 04380500

Transaction Summary - Managed Account

Opening Market Value	\$105,024,065.55
Maturities/Calls	(272,467.19)
Principal Dispositions	(1,140,952.20)
Principal Acquisitions	1,779,753.08
Unsettled Trades	424,534.85
Change in Current Value	612,137.63
Closing Market Value	\$106,427,071.72

Cash Transactions Summary - Managed Account

Maturities/Calls	0.00
Sale Proceeds	1,142,535.87
Coupon/Interest/Dividend Income	191,800.71
Principal Payments	272,467.19
Security Purchases	(1,779,753.08)
Net Cash Contribution	172,949.31
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account

Interest/Dividends/Coupons Received	193,384.38
Less Purchased Interest Related to Interest/Coupons	0.00
Plus Net Realized Gains/Losses	(37,915.42)
Total Cash Basis Earnings	\$155,468.96

Cash Balance

Closing Cash Balance **\$0.00**

Earnings Reconciliation (Accrual Basis)

	Total
Ending Amortized Value of Securities	109,815,103.07
Ending Accrued Interest	418,488.96
Plus Proceeds from Sales	5,748,847.29
Plus Proceeds of Maturities/Calls/Principal Payments	272,467.19
Plus Coupons/Dividends Received	191,800.71
Less Cost of New Purchases	(6,803,868.56)
Less Beginning Amortized Value of Securities	(109,230,515.12)
Less Beginning Accrued Interest	(426,223.72)
Total Accrual Basis Earnings	(\$13,900.18)

Portfolio Summary and Statistics

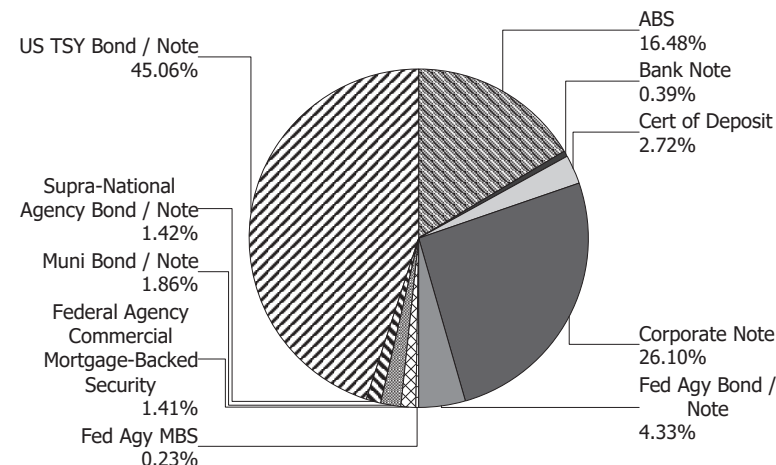
For the Month Ending **January 31, 2023**

CITY OF ANTIOCH, CA - 04380500

Account Summary

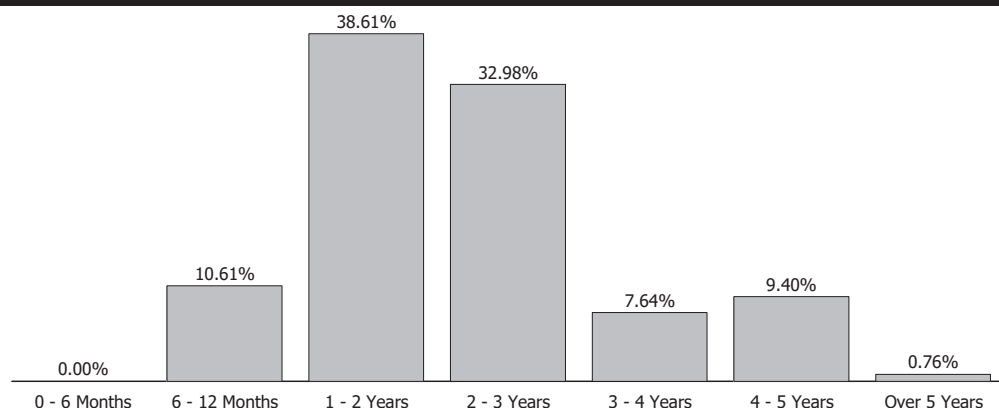
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	49,731,000.00	47,951,123.66	45.06
Supra-National Agency Bond / Note	1,595,000.00	1,513,999.53	1.42
Municipal Bond / Note	2,095,000.00	1,976,119.70	1.86
Federal Agency Mortgage-Backed Security	256,287.70	247,584.05	0.23
Federal Agency Commercial Mortgage-Backed Security	1,553,475.44	1,501,833.00	1.41
Federal Agency Bond / Note	4,755,000.00	4,610,448.37	4.33
Corporate Note	28,570,000.00	27,779,946.16	26.10
Certificate of Deposit	2,900,000.00	2,891,739.76	2.72
Bank Note	425,000.00	411,947.40	0.39
Asset-Backed Security	17,929,585.08	17,542,330.09	16.48
Managed Account Sub-Total	109,810,348.22	106,427,071.72	100.00%
Accrued Interest		418,488.96	
Total Portfolio	109,810,348.22	106,845,560.68	

Sector Allocation



Unsettled Trades **5,035,000.00** **5,026,847.24**

Maturity Distribution



Characteristics

Yield to Maturity at Cost	2.27%
Yield to Maturity at Market	4.35%
Weighted Average Days to Maturity	812

Managed Account Issuer Summary

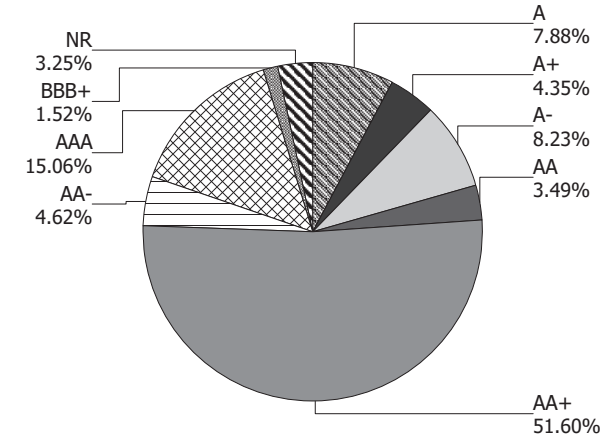
For the Month Ending **January 31, 2023**

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Issuer	Market Value of Holdings	Percent
ABBOTT LABORATORIES	315,461.90	0.30
ALLY AUTO RECEIVABLES TRUST	1,455,740.63	1.37
AMAZON.COM INC	728,425.50	0.68
AMERICAN EXPRESS CO	1,763,277.53	1.66
AMERICAN HONDA FINANCE	729,961.73	0.69
ANZ BANKING GROUP LTD	449,708.10	0.42
ASTRAZENECA PLC	470,148.03	0.44
BANK OF AMERICA CO	1,250,006.58	1.17
BMW FINANCIAL SERVICES NA LLC	478,844.01	0.45
BMW VEHICLE OWNER TRUST	332,681.07	0.31
BRISTOL-MYERS SQUIBB CO	227,265.00	0.21
BURLINGTON NORTHERN SANTA FE	217,602.45	0.20
CALIFORNIA DEPARTMENT OF WATER RESOURCES	433,885.50	0.41
CAPITAL ONE FINANCIAL CORP	1,930,870.25	1.81
CARMAX AUTO OWNER TRUST	2,308,732.94	2.18
CATERPILLAR INC	292,177.80	0.27
CINTAS CORPORATION NO. 2	341,147.80	0.32
CITIGROUP INC	677,559.75	0.64
COLGATE-PALMOLIVE COMPANY	112,538.89	0.11
COMCAST CORP	382,912.13	0.36
CREDIT AGRICOLE SA	800,000.00	0.75
DEERE & COMPANY	755,293.28	0.71
DISCOVER FINANCIAL SERVICES	1,454,401.05	1.37
EXXON MOBIL CORP	217,356.98	0.20
FANNIE MAE	654,170.75	0.61
FLORIDA STATE BOARD OF ADMIN FIN CORP	748,666.80	0.70
FORD CREDIT AUTO OWNER TRUST	242,772.47	0.23
FREDDIE MAC	5,705,694.67	5.37
GENERAL DYNAMICS CORP	318,504.23	0.30
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	938,645.71	0.88
GM FINANCIAL LEASINGTRUST	222,534.93	0.21
GOLDMAN SACHS GROUP INC	242,413.75	0.23

Credit Quality (S&P Ratings)



Managed Account Issuer Summary

For the Month Ending **January 31, 2023**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
HARLEY-DAVIDSON MOTORCYCLE TRUST	501,536.11	0.47
HERSHEY COMPANY	230,722.00	0.22
HOME DEPOT INC	191,305.75	0.18
HONDA AUTO RECEIVABLES	257,070.27	0.24
HONEYWELL INTERNATIONAL	789,248.02	0.74
HORMEL FOODS CORP	331,821.70	0.31
HSBC HOLDINGS PLC	789,263.20	0.74
HYUNDAI AUTO RECEIVABLES	1,445,665.77	1.36
IBM CORP	789,446.40	0.74
INTEL CORPORATION	376,847.24	0.35
INTER-AMERICAN DEVELOPMENT BANK	867,841.48	0.82
INTL BANK OF RECONSTRUCTION AND DEV	646,158.05	0.61
JP MORGAN CHASE & CO	1,308,016.20	1.23
KUBOTA CREDIT OWNER TRUST	1,670,122.25	1.57
LOCKHEED MARTIN CORP	381,128.25	0.36
MERCEDES-BENZ AUTO LEASE TRUST	5,986.77	0.01
MERCEDES-BENZ AUTO RECEIVABLES	969,293.85	0.91
MERCK & CO INC	218,073.60	0.20
MORGAN STANLEY	776,348.96	0.73
NATIONAL AUSTRALIA BANK LTD	1,474,365.60	1.39
NATIONAL RURAL UTILITIES CO FINANCE CORP	565,409.55	0.53
NESTLE SA	901,443.59	0.85
NEW JERSEY TURNPIKE AUTHORITY	181,919.40	0.17
NEW YORK ST URBAN DEVELOPMENT CORP	611,648.00	0.57
NISSAN AUTO RECEIVABLES	493,414.52	0.46
NORDEA BANK ABP	1,042,347.60	0.98
PACCAR FINANCIAL CORP	730,497.02	0.69
PNC FINANCIAL SERVICES GROUP	761,484.15	0.72
PRAXAIR INC	844,588.63	0.79
RABOBANK NEDERLAND	928,865.49	0.87
Roche Holding AG	1,238,167.63	1.16
STATE STREET CORPORATION	1,139,825.27	1.07
TEXAS INSTRUMENTS INC	115,333.96	0.11

Managed Account Issuer Summary

For the Month Ending **January 31, 2023**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
THE BANK OF NEW YORK MELLON CORPORATION	1,451,668.26	1.36
TORONTO-DOMINION BANK	1,049,392.16	0.99
Toyota Lease Owner Trust	169,802.13	0.16
TOYOTA MOTOR CORP	1,971,452.09	1.85
TRUIST FIN CORP	776,224.61	0.73
UNILEVER PLC	258,784.63	0.24
UNITED STATES TREASURY	47,951,123.66	45.07
UNITEDHEALTH GROUP INC	183,658.14	0.17
USAA CAPITAL CORP	510,238.05	0.48
VERIZON OWNER TRUST	257,680.43	0.24
VOLKSWAGEN AUTO LEASE TURST	161,855.10	0.15
WAL-MART STORES INC	492,402.24	0.46
WORLD OMNI AUTO REC TRUST	418,181.73	0.39
Total	\$106,427,071.72	100.00%

Managed Account Detail of Securities Held

For the Month Ending **January 31, 2023**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 11/15/2020 0.250% 11/15/2023	91282CAW1	2,800,000.00	AA+	Aaa	12/01/20	12/03/20	2,802,625.00	0.22	1,508.29	2,800,699.51	2,702,437.36
US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	2,965,000.00	AA+	Aaa	02/02/21	02/03/21	2,960,251.37	0.18	174.05	2,963,464.20	2,837,134.38
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	950,000.00	AA+	Aaa	02/23/21	02/25/21	947,328.13	0.22	548.57	949,066.69	905,765.63
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	2,200,000.00	AA+	Aaa	03/01/21	03/03/21	2,190,460.94	0.27	1,270.38	2,196,649.39	2,097,562.50
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	750,000.00	AA+	Aaa	04/01/21	04/05/21	787,236.33	0.37	3,853.59	765,080.55	725,859.38
US TREASURY N/B NOTES DTD 04/30/2022 2.500% 04/30/2024	91282CEK3	7,500,000.00	AA+	Aaa	05/03/22	05/04/22	7,465,429.69	2.74	48,169.89	7,478,411.39	7,303,125.00
US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	246,000.00	AA+	Aaa	06/22/21	06/24/21	244,568.20	0.45	81.10	245,341.40	232,008.75
US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	2,750,000.00	AA+	Aaa	07/01/21	07/07/21	2,732,167.97	0.47	906.59	2,741,698.31	2,593,593.75
US TREASURY N/B NOTES DTD 06/30/2022 3.000% 06/30/2024	91282CEX5	1,100,000.00	AA+	Aaa	08/04/22	08/08/22	1,098,324.22	3.08	2,917.13	1,098,752.85	1,076,453.18
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	520,000.00	AA+	Aaa	08/05/21	08/09/21	519,939.06	0.38	91.57	519,969.84	489,856.22
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	900,000.00	AA+	Aaa	08/09/21	08/10/21	899,050.78	0.41	158.50	899,529.83	847,828.08
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	4,350,000.00	AA+	Aaa	08/04/21	08/06/21	4,355,097.66	0.33	766.06	4,352,515.61	4,097,835.72
US TREASURY N/B NOTES DTD 08/15/2021 0.375% 08/15/2024	91282CCT6	1,100,000.00	AA+	Aaa	09/01/21	09/03/21	1,098,796.88	0.41	1,905.57	1,099,373.31	1,033,312.50
US TREASURY N/B NOTES DTD 09/15/2021 0.375% 09/15/2024	91282CCX7	2,000,000.00	AA+	Aaa	10/01/21	10/06/21	1,991,875.00	0.51	2,879.83	1,995,525.58	1,875,312.40

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	3,000,000.00	AA+	Aaa	05/04/21	05/06/21	3,109,570.31	0.44	11,560.77	3,054,871.16	2,857,500.00
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	800,000.00	AA+	Aaa	06/15/21	06/17/21	829,093.75	0.44	2,076.92	815,399.86	761,124.96
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	1,750,000.00	AA+	Aaa	06/02/21	06/07/21	1,814,941.41	0.42	4,543.27	1,784,104.45	1,664,960.85
US TREASURY N/B NOTES DTD 12/15/2021 1.000% 12/15/2024	91282CDN8	1,000,000.00	AA+	Aaa	01/03/22	01/05/22	999,296.88	1.02	1,318.68	999,553.27	941,718.80
US TREASURY N/B NOTES DTD 01/15/2022 1.125% 01/15/2025	91282CDS7	1,450,000.00	AA+	Aaa	02/01/22	02/03/22	1,438,898.44	1.39	766.06	1,442,640.19	1,366,398.51
US TREASURY N/B NOTES DTD 07/15/2022 3.000% 07/15/2025	91282CEY3	2,700,000.00	AA+	Aaa	08/05/22	08/08/22	2,689,769.53	3.14	3,803.87	2,691,458.70	2,636,296.74
US TREASURY N/B NOTES DTD 09/15/2022 3.500% 09/15/2025	91282CFK2	2,250,000.00	AA+	Aaa	10/06/22	10/11/22	2,204,912.11	4.23	30,238.26	2,209,673.73	2,225,038.95
US TREASURY N/B NOTES DTD 11/15/2022 4.500% 11/15/2025	91282CFW6	2,000,000.00	AA+	Aaa	12/16/22	12/16/22	2,027,500.00	3.99	19,392.27	2,026,286.38	2,030,000.00
US TREASURY N/B NOTES DTD 01/15/2023 3.875% 01/15/2026	91282CGE5	4,650,000.00	AA+	Aaa	01/30/23	02/01/23	4,639,283.20	3.96	8,461.84	4,639,283.20	4,650,000.00
Security Type Sub-Total		49,731,000.00					49,846,416.86	1.66	147,393.06	49,769,349.40	47,951,123.66
Supra-National Agency Bond / Note											
INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	670,000.00	AAA	Aaa	11/17/20	11/24/20	668,559.50	0.32	311.74	669,610.60	646,158.05
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	925,000.00	AAA	Aaa	09/15/21	09/23/21	924,315.50	0.52	1,644.44	924,625.27	867,841.48
Security Type Sub-Total		1,595,000.00					1,592,875.00	0.44	1,956.18	1,594,235.87	1,513,999.53
Municipal Bond / Note											

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Municipal Bond / Note											
CA ST DEPT WTR RES WTR SYS TXBL REV BNDS DTD 08/06/2020 0.414% 12/01/2023	13067WRA2	450,000.00	AAA	Aa1	07/30/20	08/06/20	450,000.00	0.41	310.50	450,000.00	433,885.50
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.620% 03/15/2024	650036DS2	640,000.00	AA+	NR	12/16/20	12/23/20	640,000.00	0.62	1,499.02	640,000.00	611,648.00
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	195,000.00	AA-	A1	01/22/21	02/04/21	195,000.00	0.90	145.76	195,000.00	181,919.40
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	235,000.00	AA	Aa3	09/03/20	09/16/20	235,000.00	1.26	246.36	235,000.00	217,205.80
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	575,000.00	AA	Aa3	11/21/22	11/23/22	519,690.75	5.26	602.79	523,761.88	531,461.00
Security Type Sub-Total		2,095,000.00					2,039,690.75	1.92	2,804.43	2,043,761.88	1,976,119.70
Federal Agency Mortgage-Backed Security											
FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	256,287.70	AA+	Aaa	08/03/21	08/17/21	273,106.57	2.35	640.72	270,979.27	247,584.05
Security Type Sub-Total		256,287.70					273,106.57	2.35	640.72	270,979.27	247,584.05
Federal Agency Commercial Mortgage-Backed Security											
FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	550,000.00	AA+	Aaa	08/04/22	08/09/22	543,662.11	3.36	1,372.71	543,662.11	531,055.96
FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	424,915.43	AA+	Aaa	08/31/22	09/06/22	410,524.74	3.76	956.77	410,524.74	406,586.70
FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	578,560.01	AA+	Aaa	12/08/22	12/13/22	561,158.01	3.94	1,615.15	561,574.53	564,190.34
Security Type Sub-Total		1,553,475.44					1,515,344.86	3.69	3,944.63	1,515,761.38	1,501,833.00
Federal Agency Bond / Note											

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Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	735,000.00	AA+	Aaa	09/02/20	09/04/20	735,134.22	0.24	729.90	735,026.75	715,033.73
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,165,000.00	AA+	Aaa	09/02/20	09/04/20	1,164,615.55	0.26	1,156.91	1,164,923.39	1,133,352.77
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,300,000.00	AA+	Aaa	10/07/20	10/08/20	1,299,584.00	0.26	1,290.97	1,299,914.46	1,264,685.50
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAFA2	1,555,000.00	AA+	Aaa	12/02/20	12/04/20	1,553,460.55	0.28	615.52	1,554,569.80	1,497,376.37
Security Type Sub-Total		4,755,000.00					4,752,794.32	0.27	3,793.30	4,754,434.40	4,610,448.37
Corporate Note											
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	50,000.00	BBB+	A3	10/02/20	10/06/20	51,235.50	0.98	177.12	50,133.81	49,529.40
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	300,000.00	BBB+	A3	05/07/20	05/14/20	300,000.00	1.68	1,062.74	300,000.00	297,176.40
HSBC USA INC CORPORATE NOTES DTD 05/24/2022 3.750% 05/24/2024	40428HTA0	800,000.00	A-	A1	05/17/22	05/24/22	799,968.00	3.75	5,583.33	799,979.08	789,263.20
ASTRAZENECA FINANCE LLC (CALLABLE) CORP DTD 05/28/2021 0.700% 05/28/2024	04636NAC7	495,000.00	A	A3	05/25/21	05/28/21	494,955.45	0.70	606.38	494,980.41	470,148.03
HORMEL FOODS CORP NOTES (CALLABLE) DTD 06/03/2021 0.650% 06/03/2024	440452AG5	350,000.00	A	A1	03/10/22	03/14/22	338,915.50	2.12	366.53	343,338.38	331,821.70
BANK OF AMERICA (CALLABLE) CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	100,000.00	A-	A2	09/28/20	10/01/20	108,415.00	1.58	85.87	101,444.01	99,188.30
BANK OF AMERICA (CALLABLE) CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	225,000.00	A-	A2	08/21/20	08/25/20	245,362.50	1.47	193.20	228,370.90	223,173.68

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Corporate Note											
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 07/30/2019 2.500% 07/30/2024	025816CG2	400,000.00	BBB+	A2	11/19/21	11/23/21	414,320.00	1.14	27.78	407,762.95	385,513.20
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 08/09/2021 0.500% 08/09/2024	69371RR40	265,000.00	A+	A1	08/03/21	08/09/21	264,856.90	0.52	633.06	264,927.54	248,111.02
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 09/09/2021 0.750% 08/09/2024	02665WDY4	275,000.00	A-	A3	09/07/21	09/09/21	274,818.50	0.77	985.42	274,905.42	259,049.73
UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024	904764BN6	100,000.00	A+	A1	02/22/22	02/24/22	96,599.00	2.05	293.87	97,891.38	94,103.50
UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024	904764BN6	175,000.00	A+	A1	08/09/21	08/12/21	175,000.00	0.63	514.28	175,000.00	164,681.13
BMW US CAPITAL LLC CORPORATE NOTES DTD 08/12/2021 0.750% 08/12/2024	05565EBU8	205,000.00	A	A2	08/09/21	08/12/21	204,981.55	0.75	721.77	204,990.61	192,995.61
COOPERAT RABOBANK UA/NY CORPORATE NOTES DTD 08/22/2022 3.875% 08/22/2024	21688AAU6	465,000.00	A+	Aa2	08/15/22	08/22/22	464,786.10	3.90	7,958.28	464,833.80	459,200.99
GOLDMAN SACHS GROUP INC (CALLABLE) CORP DTD 06/10/2021 0.657% 09/10/2024	38141GYE8	250,000.00	BBB+	A2	06/07/21	06/10/21	250,000.00	0.66	643.31	250,000.00	242,413.75
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 09/13/2021 0.625% 09/13/2024	89236TJN6	250,000.00	A+	A1	09/08/21	09/13/21	249,882.50	0.64	598.96	249,936.75	234,601.50
NESTLE HOLDINGS INC CORP NOTES (CALLABLE DTD 09/14/2021 0.606% 09/14/2024	641062AU8	545,000.00	AA-	Aa3	09/07/21	09/14/21	545,000.00	0.61	1,256.86	545,000.00	510,550.01

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Corporate Note											
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	475,000.00	A-	A2	10/16/20	10/21/20	475,000.00	0.81	1,036.69	475,000.00	460,325.35
HONEYWELL INTERNATIONAL CORPORATE NOTES DTD 11/02/2022 4.850% 11/01/2024	438516CH7	460,000.00	A	A2	10/28/22	11/02/22	459,921.80	4.86	5,515.53	459,931.55	463,381.92
TEXAS INSTRUMENTS INC CORPORATE NOTES DTD 11/18/2022 4.700% 11/18/2024	882508BR4	115,000.00	A+	Aa3	11/15/22	11/18/22	114,948.25	4.72	1,096.01	114,953.56	115,333.96
COOPERATIEVE RABOBANK UA CORPORATE NOTES DTD 01/12/2022 1.375% 01/10/2025	21688AAS1	500,000.00	A+	Aa2	01/19/22	01/24/22	496,040.00	1.65	401.04	497,405.14	469,664.50
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 01/13/2022 1.500% 01/13/2025	02665WEA5	500,000.00	A-	A3	01/11/22	01/13/22	499,605.00	1.53	375.00	499,743.39	470,912.00
LINDE INC/CT (CALLABLE) CORPORATE NOTES DTD 02/05/2015 2.650% 02/05/2025	74005PBN3	325,000.00	A	A2	03/04/22	03/08/22	329,735.25	2.13	4,210.56	328,129.26	312,967.85
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	125,000.00	A-	A2	02/22/22	02/24/22	123,847.50	2.20	1,132.81	124,212.80	118,624.37
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	215,000.00	A-	A2	01/31/22	02/07/22	214,993.55	1.88	1,948.44	214,995.66	204,033.93
MERCK & CO INC CORP NOTES DTD 02/10/2015 2.750% 02/10/2025	58933YAR6	225,000.00	A+	A1	03/09/21	03/11/21	240,104.25	1.00	2,939.06	232,304.14	218,073.60
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	350,000.00	A+	A1	09/23/21	09/27/21	359,698.50	0.96	2,940.00	355,834.81	330,532.30

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Corporate Note											
JPMORGAN CHASE & CO CORP NOTES (CALLABLE DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	295,000.00	A-	A1	02/09/21	02/16/21	295,000.00	0.56	761.22	295,000.00	280,568.31
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 03/04/2022 2.250% 03/04/2025	025816CQ0	120,000.00	BBB+	A2	03/01/22	03/04/22	119,878.80	2.29	1,102.50	119,915.74	114,177.00
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 03/04/2022 2.250% 03/04/2025	025816CQ0	205,000.00	BBB+	A2	03/02/22	03/04/22	204,633.05	2.31	1,883.44	204,744.88	195,052.38
EXXON MOBIL CORP CORPORATE NT (CALLABLE) DTD 03/06/2015 2.709% 03/06/2025	30231GAF9	225,000.00	AA-	Aa2	03/26/21	03/30/21	238,932.00	1.10	2,455.03	231,971.17	217,356.98
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/07/2022 2.125% 03/07/2025	24422EWB1	60,000.00	A	A2	03/02/22	03/07/22	59,974.20	2.14	510.00	59,981.99	57,081.60
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/07/2022 2.125% 03/07/2025	24422EWB1	175,000.00	A	A2	03/03/22	03/07/22	175,350.00	2.06	1,487.50	175,244.30	166,488.00
ROCHE HOLDINGS INC (CALLABLE) CORPORATE DTD 03/10/2022 2.132% 03/10/2025	771196BT8	1,295,000.00	AA	Aa2	03/03/22	03/10/22	1,295,000.00	2.13	10,813.68	1,295,000.00	1,238,167.63
ABBOTT LABORATORIES CORP NOTE (CALLABLE) DTD 03/10/2015 2.950% 03/15/2025	002824BB5	325,000.00	AA-	A1	03/10/22	03/14/22	330,018.00	2.41	3,621.94	328,403.47	315,461.90
BURLINGTN NORTH SANTA FE CORP NOTES (CAL DTD 03/09/2015 3.000% 04/01/2025	12189LAV3	225,000.00	AA-	A3	03/05/21	03/09/21	242,156.25	1.08	2,250.00	233,615.05	217,602.45
BMW US CAPITAL LLC CORP NOTES DTD 04/01/2022 3.250% 04/01/2025	05565EBZ7	240,000.00	A	A2	03/28/22	04/01/22	239,774.40	3.28	2,600.00	239,837.39	233,388.48

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Corporate Note											
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 04/07/2022 2.850% 04/07/2025	69371RR73	500,000.00	A+	A1	03/31/22	04/07/22	499,870.00	2.86	4,512.50	499,905.58	482,386.00
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025	023135CE4	750,000.00	AA	A1	04/11/22	04/13/22	748,807.50	3.06	6,750.00	749,127.39	728,425.50
HOME DEPOT INC (CALLABLE) CORPORATE NOTE DTD 03/28/2022 2.700% 04/15/2025	437076CM2	80,000.00	A	A2	03/24/22	03/28/22	79,860.00	2.76	636.00	79,898.96	77,168.48
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	225,000.00	A	A1	03/09/21	03/11/21	230,337.00	1.01	970.00	227,831.43	210,349.58
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	250,000.00	A	A1	03/10/22	03/14/22	243,977.50	2.41	1,077.78	245,693.67	233,721.75
BANK OF NY MELLON CORP (CALLABLE) CORP N DTD 04/26/2022 3.350% 04/25/2025	06406RBC0	500,000.00	A	A1	04/19/22	04/26/22	499,930.00	3.36	4,466.67	499,947.96	486,651.50
CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	145,000.00	A-	A3	05/02/22	05/04/22	144,575.15	3.55	1,250.62	144,681.27	141,332.66
CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	205,000.00	A-	A3	04/26/22	05/03/22	204,954.90	3.46	1,768.13	204,966.20	199,815.14
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	350,000.00	BBB+	A3	04/28/21	05/04/21	350,917.00	0.91	858.38	350,381.73	330,853.95
USAA CAPITAL CORP CORPORATE NOTES DTD 05/26/2022 3.375% 05/01/2025	90327QD89	525,000.00	AA	Aa1	05/23/22	05/26/22	523,283.25	3.49	4,429.69	523,685.59	510,238.05

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Corporate Note											
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/13/2022 3.400% 05/13/2025	14913R2V8	75,000.00	A	A2	05/10/22	05/13/22	74,992.50	3.40	552.50	74,994.31	73,044.45
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/13/2022 3.400% 05/13/2025	14913R2V8	225,000.00	A	A2	05/10/22	05/13/22	224,714.25	3.44	1,657.50	224,783.08	219,133.35
GENERAL DYNAMICS CORP (CALLABLE) CORP NO DTD 05/11/2018 3.500% 05/15/2025	369550BG2	325,000.00	A-	A3	03/02/22	03/04/22	336,576.50	2.34	2,401.39	333,083.68	318,504.23
HERSHEY CO CORP NOTES (CALLABLE) DTD 06/01/2020 0.900% 06/01/2025	427866BF4	250,000.00	A	A1	02/23/22	02/25/22	240,037.50	2.17	375.00	242,887.51	230,722.00
HONEYWELL INTL CORP NOTES (CALLABLE) DTD 05/18/2020 1.350% 06/01/2025	438516CB0	350,000.00	A	A2	02/24/22	02/28/22	340,658.50	2.20	787.50	343,314.03	325,866.10
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	595,000.00	A-	A1	05/24/21	06/01/21	595,000.00	0.82	817.13	595,000.00	559,129.24
TRUIST FINANCIAL CORP NOTES (CALLABLE) DTD 06/05/2018 3.700% 06/05/2025	05531FBE2	475,000.00	A-	A3	02/07/22	02/09/22	499,358.00	2.09	2,733.89	491,994.91	465,010.28
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 06/09/2022 3.500% 06/09/2025	63254ABD9	565,000.00	AA-	Aa3	05/31/22	06/09/22	565,000.00	3.50	2,856.39	565,000.00	549,373.80
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	65,000.00	A-	A2	05/02/22	05/04/22	64,691.90	3.61	286.54	64,765.81	63,115.32
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	85,000.00	A-	A2	04/27/22	05/04/22	84,977.05	3.46	374.71	84,982.56	82,535.43

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Corporate Note											
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	100,000.00	A-	A2	05/03/22	05/05/22	99,532.00	3.61	440.83	99,643.96	97,100.50
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 06/30/2022 3.950% 06/30/2025	89236TKC8	225,000.00	A+	A1	06/27/22	06/30/22	224,786.25	3.98	765.31	224,828.38	221,971.05
JP MORGAN CHASE CORP NOTES (CALLABLE) DTD 07/21/2015 3.900% 07/15/2025	46625HMN7	475,000.00	A-	A1	03/10/22	03/14/22	489,834.25	2.91	823.33	485,573.35	468,318.65
MORGAN STANLEY CORP NOTES DTD 07/23/2015 4.000% 07/23/2025	6174468C6	225,000.00	A-	A1	06/22/22	06/24/22	224,581.50	4.06	200.00	224,664.08	221,489.33
IBM CORP CORPORATE NOTES DTD 07/27/2022 4.000% 07/27/2025	459200KS9	800,000.00	A-	A3	07/20/22	07/27/22	800,000.00	4.00	355.56	800,000.00	789,446.40
INTEL CORP NOTES (CALLABLE) DTD 07/29/2015 3.700% 07/29/2025	458140AS9	385,000.00	A+	A1	01/30/23	02/01/23	376,291.30	4.67	79.14	376,291.30	376,847.24
BANK OF AMERICA CORP NOTES DTD 07/30/2015 3.875% 08/01/2025	06051GFS3	475,000.00	A-	A2	03/10/22	03/14/22	490,665.50	2.84	9,203.13	486,559.01	467,319.25
COLGATE-PALMOLIVE CO CORPORATE NOTES DTD 08/09/2022 3.100% 08/15/2025	194162AM5	115,000.00	AA-	Aa3	08/01/22	08/09/22	114,894.20	3.13	1,703.28	114,911.10	112,538.89
WALMART INC CORPORATE NOTES DTD 09/09/2022 3.900% 09/09/2025	931142EW9	495,000.00	AA	Aa2	09/06/22	09/09/22	494,653.50	3.93	7,614.75	494,699.34	492,402.24
NESTLE HOLDINGS INC CORP NOTE DTD 09/13/2022 4.000% 09/12/2025	641062BA1	395,000.00	AA-	Aa3	09/06/22	09/13/22	394,869.65	4.01	6,056.67	394,886.43	390,893.58
HOME DEPOT INC NOTES (CALLABLE) DTD 09/19/2022 4.000% 09/15/2025	437076CR1	115,000.00	A	A2	09/12/22	09/19/22	114,958.60	4.01	1,686.67	114,963.72	114,137.27
LOCKHEED MARTIN CORP NOTES (CALLABLE) DTD 10/24/2022 4.950% 10/15/2025	539830BU2	175,000.00	A-	A3	10/19/22	10/24/22	174,501.25	5.05	2,334.06	174,547.13	177,859.85

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Corporate Note											
UNITEDHEALTH GROUP INC CORPORATE NOTES DTD 10/28/2022 5.150% 10/15/2025	91324PEN8	180,000.00	A+	A3	10/25/22	10/28/22	179,983.80	5.15	2,394.75	179,985.24	183,658.14
LOCKHEED MARTIN CORP NOTES (CALLABLE) DTD 10/24/2022 4.950% 10/15/2025	539830BU2	200,000.00	A-	A3	11/01/22	11/03/22	200,098.00	4.93	2,667.50	200,089.58	203,268.40
PNC FINANCIAL SERVICES CORP NOTE (CALLAB DTD 10/28/2022 5.671% 10/28/2025	693475BH7	345,000.00	A-	A3	10/25/22	10/28/22	345,000.00	5.67	5,054.28	345,000.00	349,536.75
COMCAST CORP CORPORATE NOTES DTD 11/07/2022 5.250% 11/07/2025	20030NDZ1	145,000.00	A-	A3	10/31/22	11/07/22	144,960.85	5.26	1,776.25	144,963.92	148,059.36
COMCAST CORP CORPORATE NOTES DTD 11/07/2022 5.250% 11/07/2025	20030NDZ1	230,000.00	A-	A3	11/03/22	11/07/22	229,395.10	5.35	2,817.50	229,442.56	234,852.77
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	250,000.00	A+	A2	02/22/22	02/24/22	236,870.00	2.23	406.25	240,176.67	227,265.00
LINDE INC/CT CORPORATE NOTES (CALLABLE) DTD 12/05/2022 4.700% 12/05/2025	53522KAB9	525,000.00	A	A2	11/28/22	12/05/22	524,433.00	4.74	3,838.33	524,463.01	531,620.78
AUST & NZ BANKING GRP NY CORPORATE NOTES DTD 12/08/2022 5.088% 12/08/2025	05254JAA8	445,000.00	AA-	Aa3	11/29/22	12/08/22	445,000.00	5.09	3,333.35	445,000.00	449,708.10
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 01/09/2023 4.800% 01/09/2026	24422EWP0	525,000.00	A	A2	01/03/23	01/09/23	524,753.25	4.82	1,540.00	524,758.43	531,723.68
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 01/12/2023 4.966% 01/12/2026	63253QAA2	915,000.00	AA-	Aa3	01/04/23	01/12/23	915,000.00	4.97	2,398.16	915,000.00	924,991.80

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Corporate Note											
STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026	857477BR3	225,000.00	A	A1	02/02/22	02/07/22	225,000.00	1.75	1,909.69	225,000.00	212,819.18
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026	61747YEM3	585,000.00	A-	A1	02/16/22	02/18/22	585,000.00	2.63	6,966.21	585,000.00	554,859.63
STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	510,000.00	A	A1	02/17/22	02/22/22	520,266.30	2.38	4,972.80	517,146.51	490,846.44
BANK OF NEW YORK MELLON CORP NOTES (CALL DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	165,000.00	A	A1	07/19/22	07/26/22	165,000.00	4.41	141.62	165,000.00	163,725.71
BANK OF NEW YORK MELLON CORP NOTES (CALL DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	360,000.00	A	A1	07/20/22	07/26/22	361,173.60	4.32	308.98	360,969.78	357,219.72
TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	140,000.00	A-	A3	07/25/22	07/28/22	140,000.00	4.26	49.70	140,000.00	138,317.48
TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	175,000.00	A-	A3	07/26/22	07/28/22	175,175.00	4.23	62.13	175,144.98	172,896.85
STATE STREET CORP NOTES (CALLABLE) DTD 11/04/2022 5.751% 11/04/2026	857477BX0	425,000.00	A	A1	11/03/22	11/07/22	424,409.25	5.79	5,906.76	424,444.10	436,159.65
Security Type Sub-Total		28,570,000.00					28,687,311.95	2.88	188,158.52	28,619,797.59	27,779,946.16
Certificate of Deposit											
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 08/19/2022 4.100% 08/16/2024	22536AZR8	800,000.00	A+	Aa3	08/17/22	08/19/22	800,000.00	4.07	15,124.44	800,000.00	800,000.00
TORONTO DOMINION BANK NY CERT DEPOS DTD 10/31/2022 5.600% 10/27/2025	89115B6K1	1,050,000.00	A	A1	10/27/22	10/31/22	1,050,000.00	5.58	15,190.00	1,050,000.00	1,049,392.16
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 11/03/2022 5.530% 11/03/2025	65558UYF3	1,050,000.00	AA-	Aa3	11/02/22	11/03/22	1,050,000.00	5.53	14,193.67	1,050,000.00	1,042,347.60

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Certificate of Deposit											
Security Type Sub-Total		2,900,000.00					2,900,000.00	5.15	44,508.11	2,900,000.00	2,891,739.76
Bank Note											
PNC BANK NA CORP NOTE (CALLABLE) DTD 06/01/2015 3.250% 06/01/2025	69353RE07	425,000.00	A	A2	08/09/22	08/11/22	417,775.00	3.89	2,302.08	419,001.49	411,947.40
Security Type Sub-Total		425,000.00					417,775.00	3.89	2,302.08	419,001.49	411,947.40
Asset-Backed Security											
MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	5,996.77	AAA	NR	09/15/20	09/23/20	5,996.47	0.40	1.07	5,996.70	5,986.77
BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	52,827.73	AAA	Aaa	03/02/21	03/10/21	52,826.06	0.29	2.55	52,827.16	52,459.92
VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	295.62	AAA	NR	10/01/19	10/08/19	295.60	1.94	0.18	295.61	294.98
TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	171,815.88	AAA	Aaa	04/13/21	04/21/21	171,795.83	0.39	20.47	171,807.73	169,802.13
GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	225,084.87	AAA	NR	05/18/21	05/26/21	225,049.53	0.35	23.38	225,069.50	222,534.93
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	23,205.19	AAA	Aaa	01/21/20	01/29/20	23,202.47	1.85	13.12	23,204.30	23,108.39
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	9,387.64	AAA	Aaa	01/21/20	01/29/20	9,385.59	1.87	7.80	9,386.90	9,372.45
TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	104,201.39	AAA	Aaa	07/21/20	07/27/20	104,193.37	0.44	20.38	104,198.15	102,651.67
BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	45,262.92	AAA	NR	07/08/20	07/15/20	45,259.50	0.48	3.62	45,261.54	44,714.22
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	70,642.98	AAA	NR	01/14/20	01/22/20	70,629.12	1.89	59.34	70,637.68	69,858.20

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Asset-Backed Security											
HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	84,653.99	AAA	NR	07/14/20	07/22/20	84,638.14	0.48	18.06	84,647.25	83,565.53
MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	95,296.68	AAA	NR	06/16/20	06/23/20	95,289.23	0.55	23.29	95,293.40	93,658.07
VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	237,843.06	NR	Aaa	08/04/20	08/12/20	237,793.11	0.47	34.16	237,820.40	234,277.06
WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	108,228.58	AAA	NR	06/16/20	06/24/20	108,220.09	0.63	30.30	108,224.62	106,135.84
VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	165,000.00	NR	Aaa	06/07/22	06/14/22	164,986.87	3.44	173.43	164,989.56	161,855.10
KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	210,000.00	NR	Aaa	04/06/21	04/14/21	209,957.03	0.62	57.87	209,974.88	200,777.77
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	175,280.90	AAA	NR	04/20/21	04/28/21	175,262.46	0.38	29.60	175,269.88	169,475.63
KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	350,000.00	NR	Aaa	07/20/21	07/28/21	349,986.81	0.56	87.11	349,991.45	330,575.87
HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	270,000.00	NR	Aaa	11/16/21	11/24/21	269,943.08	0.89	66.00	269,959.34	257,070.27
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	204,560.88	AAA	NR	04/13/21	04/21/21	204,516.79	0.52	47.28	204,533.07	197,367.37
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	210,000.00	AAA	NR	11/09/21	11/17/21	209,953.13	0.75	69.07	209,965.73	199,202.07
FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	255,000.00	AAA	NR	01/19/22	01/24/22	254,969.71	1.29	146.20	254,976.76	242,772.47
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	445,000.00	AAA	Aaa	07/21/21	07/28/21	444,926.80	0.55	108.78	444,949.50	424,595.86
BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	295,000.00	AAA	Aaa	05/10/22	05/18/22	294,984.66	3.21	157.83	294,987.21	287,966.85

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Asset-Backed Security											
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	265,000.00	AAA	Aaa	09/20/21	09/27/21	264,943.26	0.58	68.31	264,958.65	248,397.96
COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	270,000.00	AAA	Aaa	10/19/21	10/27/21	269,994.90	0.77	92.40	269,996.22	255,519.17
TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	285,000.00	AAA	Aaa	04/07/22	04/13/22	284,993.33	2.93	371.13	284,994.54	276,660.47
GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	175,000.00	AAA	Aaa	10/13/21	10/21/21	174,995.54	0.68	49.58	174,996.71	165,577.07
HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	275,000.00	AAA	NR	03/09/22	03/16/22	274,989.41	2.22	271.33	274,991.45	263,832.14
WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	330,000.00	AAA	NR	10/26/21	11/03/21	329,955.05	0.81	118.80	329,966.37	312,045.89
KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	505,000.00	NR	Aaa	03/15/22	03/23/22	504,927.79	2.67	599.27	504,941.43	481,588.05
COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/15/2026	14041NFY2	500,000.00	AAA	NR	11/18/21	11/30/21	499,931.10	1.04	231.11	499,947.38	469,481.70
ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	520,000.00	AAA	Aaa	05/10/22	05/18/22	519,899.33	3.31	764.98	519,915.21	508,846.57
GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	215,000.00	AAA	NR	01/11/22	01/19/22	214,981.32	1.26	112.88	214,985.33	203,879.53
KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7	670,000.00	NR	Aaa	07/14/22	07/21/22	669,877.19	4.09	1,217.91	669,892.08	657,180.56
HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	505,000.00	AAA	Aaa	04/12/22	04/20/22	504,915.92	3.06	686.80	504,929.62	492,163.66
GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	245,000.00	AAA	Aaa	04/05/22	04/13/22	244,948.80	3.10	316.46	244,957.30	237,865.13
CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	390,000.00	AAA	Aaa	04/21/22	04/28/22	389,940.68	3.49	604.93	389,950.11	381,486.85

Managed Account Detail of Securities Held

For the Month Ending **January 31, 2023**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	500,000.00	AAA	NR	03/23/22	03/30/22	499,962.30	2.80	622.22	499,968.71	482,508.80
TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	225,000.00	AAA	NR	08/08/22	08/16/22	224,962.40	3.76	376.00	224,966.13	221,238.23
CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	565,000.00	AAA	NR	07/12/22	07/20/22	564,986.67	3.97	996.91	564,988.18	556,612.35
GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	340,000.00	NR	Aaa	07/06/22	07/13/22	339,997.65	3.64	515.67	339,997.92	331,323.98
COMET 2022-A2 A DTD 06/14/2022 3.490% 05/15/2027	14041NGA3	740,000.00	AAA	NR	06/06/22	06/14/22	739,881.75	3.49	1,147.82	739,897.03	723,360.58
NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	495,000.00	AAA	Aaa	09/20/22	09/28/22	494,897.58	4.46	981.20	494,905.21	493,414.52
DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027	254683CS2	570,000.00	NR	Aaa	05/19/22	05/26/22	569,953.66	3.32	841.07	569,960.06	555,082.47
AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027	02582JJT8	815,000.00	AAA	NR	05/17/22	05/24/22	814,819.72	3.39	1,227.93	814,844.79	794,845.05
ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	945,000.00	AAA	Aaa	10/04/22	10/12/22	944,988.28	4.76	1,999.20	944,989.06	946,894.06
HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3	720,000.00	AAA	NR	11/01/22	11/09/22	719,996.54	5.39	1,724.80	719,996.71	729,590.40
DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027	254683CW3	665,000.00	AAA	Aaa	08/02/22	08/09/22	664,917.47	3.56	1,052.18	664,925.54	650,920.62
CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	670,000.00	AAA	NR	10/26/22	10/31/22	669,842.89	5.35	1,590.13	669,851.24	678,812.31
MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	865,000.00	AAA	Aaa	11/15/22	11/22/22	864,828.90	5.21	2,002.96	864,835.93	875,635.78
TAOT 2022-D A3 DTD 11/08/2022 5.300% 09/15/2027	89239HAD0	240,000.00	NR	Aaa	11/01/22	11/08/22	239,976.31	5.30	565.33	239,977.45	243,862.25

Managed Account Detail of Securities Held

For the Month Ending **January 31, 2023**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
TAOT 2023-A A3 DTD 01/30/2023 4.630% 09/15/2027	891940AC2	340,000.00	AAA	NR	01/24/23	01/30/23	339,999.83	4.63	43.73	339,999.83	339,934.62
AMXCA 2022-4 A DTD 11/03/2022 4.950% 10/15/2027	02582JJX9	270,000.00	AAA	NR	10/27/22	11/03/22	269,986.61	4.95	594.00	269,987.28	273,689.90
Security Type Sub-Total		17,929,585.08					17,927,353.63	3.06	22,987.93	17,927,781.79	17,542,330.09
Managed Account Sub-Total		109,810,348.22					109,952,668.94	2.27	418,488.96	109,815,103.07	106,427,071.72
Securities Sub-Total		\$109,810,348.22					\$109,952,668.94	2.27%	\$418,488.96	\$109,815,103.07	\$106,427,071.72
Accrued Interest											\$418,488.96
Total Investments											\$106,845,560.68

Bolded items are forward settling trades.

Managed Account Security Transactions & Interest

For the Month Ending **January 31, 2023**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
BUY										
01/03/23	01/09/23	JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 01/09/2023 4.800% 01/09/2026	24422EWP0	525,000.00	(524,753.25)	0.00	(524,753.25)			
01/04/23	01/12/23	NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 01/12/2023 4.966% 01/12/2026	63253QAA2	915,000.00	(915,000.00)	0.00	(915,000.00)			
01/24/23	01/30/23	TAOT 2023-A A3 DTD 01/30/2023 4.630% 09/15/2027	891940AC2	340,000.00	(339,999.83)	0.00	(339,999.83)			
01/30/23	02/01/23	INTEL CORP NOTES (CALLABLE) DTD 07/29/2015 3.700% 07/29/2025	458140AS9	385,000.00	(376,291.30)	(79.14)	(376,370.44)			
01/30/23	02/01/23	US TREASURY N/B NOTES DTD 01/15/2023 3.875% 01/15/2026	91282CGE5	4,650,000.00	(4,639,283.20)	(8,461.84)	(4,647,745.04)			

Transaction Type Sub-Total				6,815,000.00	(6,795,327.58)	(8,540.98)	(6,803,868.56)			
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INTEREST										
01/01/23	01/01/23	FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	810,000.00	0.00	5,094.90	5,094.90			
01/01/23	01/01/23	NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	195,000.00	0.00	874.58	874.58			
01/01/23	01/01/23	TARGET CORP CORPORATE NOTES DTD 06/26/2014 3.500% 07/01/2024	87612EBD7	350,000.00	0.00	6,125.00	6,125.00			
01/01/23	01/01/23	CT ST TXBL GO BONDS DTD 06/11/2020 2.000% 07/01/2023	20772KJV2	100,000.00	0.00	1,000.00	1,000.00			
01/01/23	01/25/23	FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	585,485.37	0.00	1,634.48	1,634.48			
01/01/23	01/25/23	FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	425,353.90	0.00	957.76	957.76			
01/01/23	01/25/23	FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	550,000.00	0.00	1,372.71	1,372.71			

Managed Account Security Transactions & Interest

For the Month Ending **January 31, 2023**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	01/01/23	01/25/23	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	259,501.69	0.00	648.75	648.75			
	01/10/23	01/10/23	COOPERATIEVE RABOBANK UA CORPORATE NOTES DTD 01/12/2022 1.375% 01/10/2025	21688AAS1	500,000.00	0.00	3,437.50	3,437.50			
	01/13/23	01/13/23	AMERICAN HONDA FINANCE CORPORATE NOTES DTD 01/13/2022 1.500% 01/13/2025	02665WEA5	500,000.00	0.00	3,750.00	3,750.00			
	01/15/23	01/15/23	US TREASURY N/B NOTES DTD 01/15/2022 1.125% 01/15/2025	91282CDS7	1,450,000.00	0.00	8,156.25	8,156.25			
	01/15/23	01/15/23	AMXCA 2022-4 A DTD 11/03/2022 4.950% 10/15/2027	02582JJX9	270,000.00	0.00	1,113.75	1,113.75			
	01/15/23	01/15/23	KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	505,000.00	0.00	1,123.63	1,123.63			
	01/15/23	01/15/23	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	330,000.00	0.00	222.75	222.75			
	01/15/23	01/15/23	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	186,879.76	0.00	59.18	59.18			
	01/15/23	01/15/23	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	445,000.00	0.00	203.96	203.96			
	01/15/23	01/15/23	FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	255,000.00	0.00	274.13	274.13			
	01/15/23	01/15/23	ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	520,000.00	0.00	1,434.33	1,434.33			
	01/15/23	01/15/23	DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027	254683CW3	665,000.00	0.00	1,972.83	1,972.83			
	01/15/23	01/15/23	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	210,000.00	0.00	129.50	129.50			
	01/15/23	01/15/23	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	107,402.92	0.00	49.23	49.23			
	01/15/23	01/15/23	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	118,699.90	0.00	62.32	62.32			
	01/15/23	01/15/23	CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	670,000.00	0.00	2,981.50	2,981.50			

Managed Account Security Transactions & Interest

For the Month Ending **January 31, 2023**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	01/15/23	01/15/23	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	270,000.00	0.00	173.25	173.25			
	01/15/23	01/15/23	COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/15/2026	14041NFY2	500,000.00	0.00	433.33	433.33			
	01/15/23	01/15/23	MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	22,419.18	0.00	7.47	7.47			
	01/15/23	01/15/23	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	216,728.48	0.00	93.92	93.92			
	01/15/23	01/15/23	CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	565,000.00	0.00	1,869.21	1,869.21			
	01/15/23	01/15/23	KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	210,000.00	0.00	108.50	108.50			
	01/15/23	01/15/23	TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	118,116.08	0.00	43.31	43.31			
	01/15/23	01/15/23	MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	865,000.00	0.00	3,755.54	3,755.54			
	01/15/23	01/15/23	TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	225,000.00	0.00	705.00	705.00			
	01/15/23	01/15/23	COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	500,000.00	0.00	1,166.67	1,166.67			
	01/15/23	01/15/23	US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	5,770,000.00	0.00	10,818.75	10,818.75			
	01/15/23	01/15/23	NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	495,000.00	0.00	1,839.75	1,839.75			
	01/15/23	01/15/23	KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7	670,000.00	0.00	2,283.58	2,283.58			
	01/15/23	01/15/23	HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	275,000.00	0.00	508.75	508.75			
	01/15/23	01/15/23	HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	15,103.31	0.00	23.54	23.54			
	01/15/23	01/15/23	KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	350,000.00	0.00	163.33	163.33			
	01/15/23	01/15/23	AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027	02582JJT8	815,000.00	0.00	2,302.38	2,302.38			

Managed Account Security Transactions & Interest

For the Month Ending **January 31, 2023**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	01/15/23	01/15/23	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	390,000.00	0.00	1,134.25	1,134.25			
	01/15/23	01/15/23	JP MORGAN CHASE CORP NOTES (CALLABLE) DTD 07/21/2015 3.900% 07/15/2025	46625HMN7	475,000.00	0.00	9,262.50	9,262.50			
	01/15/23	01/15/23	HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	505,000.00	0.00	1,287.75	1,287.75			
	01/15/23	01/15/23	US TREASURY N/B NOTES DTD 07/15/2022 3.000% 07/15/2025	91282CEY3	2,700,000.00	0.00	40,500.00	40,500.00			
	01/15/23	01/15/23	ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	945,000.00	0.00	3,748.50	3,748.50			
	01/15/23	01/15/23	US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	2,965,000.00	0.00	1,853.13	1,853.13			
	01/15/23	01/15/23	TAOT 2022-D A3 DTD 11/08/2022 5.300% 09/15/2027	89239HAD0	240,000.00	0.00	1,060.00	1,060.00			
	01/15/23	01/15/23	DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027	254683CS2	570,000.00	0.00	1,577.00	1,577.00			
	01/15/23	01/15/23	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	79,932.58	0.00	125.89	125.89			
	01/15/23	01/15/23	DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	265,000.00	0.00	128.08	128.08			
	01/15/23	01/15/23	HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3	720,000.00	0.00	3,234.00	3,234.00			
	01/15/23	01/15/23	HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	98,329.71	0.00	39.33	39.33			
	01/15/23	01/15/23	TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	285,000.00	0.00	695.88	695.88			
	01/15/23	01/15/23	COMET 2022-A2 A DTD 06/14/2022 3.490% 05/15/2027	14041NGA3	740,000.00	0.00	2,152.17	2,152.17			
	01/16/23	01/16/23	GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	175,000.00	0.00	99.17	99.17			
	01/16/23	01/16/23	GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	245,000.00	0.00	632.92	632.92			

Managed Account Security Transactions & Interest

For the Month Ending **January 31, 2023**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
INTEREST										
01/16/23	01/16/23	GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	340,000.00	0.00	1,031.33	1,031.33			
01/16/23	01/16/23	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	215,000.00	0.00	225.75	225.75			
01/20/23	01/20/23	GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	258,628.81	0.00	73.28	73.28			
01/20/23	01/20/23	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	33,854.83	0.00	52.19	52.19			
01/20/23	01/20/23	TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	198,165.93	0.00	64.40	64.40			
01/20/23	01/20/23	VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	280,858.13	0.00	110.00	110.00			
01/20/23	01/20/23	VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	165,000.00	0.00	473.00	473.00			
01/20/23	01/20/23	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	19,374.78	0.00	31.32	31.32			
01/21/23	01/21/23	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	270,000.00	0.00	198.00	198.00			
01/23/23	01/23/23	MORGAN STANLEY CORP NOTES DTD 07/23/2015 4.000% 07/23/2025	6174468C6	225,000.00	0.00	4,500.00	4,500.00			
01/23/23	01/23/23	BANK OF AMERICA (CALLABLE) CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	325,000.00	0.00	6,279.00	6,279.00			
01/24/23	01/24/23	BANK OF NEW YORK MELLON CORP NOTES (CALL DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	525,000.00	0.00	11,458.01	11,458.01			
01/25/23	01/25/23	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	295,000.00	0.00	789.13	789.13			
01/25/23	01/25/23	BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	53,218.43	0.00	21.29	21.29			
01/25/23	01/25/23	BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	68,761.62	0.00	16.62	16.62			

Managed Account Security Transactions & Interest

For the Month Ending **January 31, 2023**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	01/26/23	01/26/23	BRISTOL MYERS SQUIBB CO CORP NOTES (CALL DTD 01/26/2020 2.900% 07/26/2024	110122CM8	156,000.00	0.00	2,262.00	2,262.00			
	01/27/23	01/27/23	IBM CORP CORPORATE NOTES DTD 07/27/2022 4.000% 07/27/2025	459200KS9	800,000.00	0.00	16,000.00	16,000.00			
	01/28/23	01/28/23	TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	315,000.00	0.00	6,709.50	6,709.50			
	01/30/23	01/30/23	AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 07/30/2019 2.500% 07/30/2024	025816CG2	400,000.00	0.00	5,000.00	5,000.00			
Transaction Type Sub-Total					38,232,815.41	0.00	191,800.71	191,800.71			
PAYDOWNS											
	01/01/23	01/25/23	FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	438.47	438.47	0.00	438.47	14.85	14.85	
	01/01/23	01/25/23	FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	6,925.36	6,925.36	0.00	6,925.36	208.30	0.00	
	01/01/23	01/25/23	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	3,213.99	3,213.99	0.00	3,213.99	(210.92)	0.00	
	01/15/23	01/15/23	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	10,471.32	10,471.32	0.00	10,471.32	0.82	0.00	
	01/15/23	01/15/23	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	11,598.86	11,598.86	0.00	11,598.86	1.22	0.00	
	01/15/23	01/15/23	HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	13,675.72	13,675.72	0.00	13,675.72	2.56	0.00	
	01/15/23	01/15/23	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	12,106.24	12,106.24	0.00	12,106.24	0.95	0.00	
	01/15/23	01/15/23	MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	16,422.41	16,422.41	0.00	16,422.41	0.83	0.00	
	01/15/23	01/15/23	HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	5,715.67	5,715.67	0.00	5,715.67	1.25	0.00	
	01/15/23	01/15/23	TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	13,914.69	13,914.69	0.00	13,914.69	1.07	0.00	

Managed Account Security Transactions & Interest

For the Month Ending **January 31, 2023**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
PAYDOWNS											
	01/15/23	01/15/23	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	12,167.60	12,167.60	0.00	12,167.60	2.62	0.00	
	01/15/23	01/15/23	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	9,289.60	9,289.60	0.00	9,289.60	1.82	0.00	
	01/20/23	01/20/23	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	19,079.16	19,079.16	0.00	19,079.16	1.48	0.00	
	01/20/23	01/20/23	VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	43,015.07	43,015.07	0.00	43,015.07	9.03	0.00	
	01/20/23	01/20/23	TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	26,350.05	26,350.05	0.00	26,350.05	3.07	0.00	
	01/20/23	01/20/23	GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	33,543.94	33,543.94	0.00	33,543.94	5.27	0.00	
	01/20/23	01/20/23	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	10,649.64	10,649.64	0.00	10,649.64	1.25	0.00	
	01/25/23	01/25/23	BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	15,933.89	15,933.89	0.00	15,933.89	0.51	0.00	
	01/25/23	01/25/23	BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	7,955.51	7,955.51	0.00	7,955.51	0.60	0.00	
Transaction Type Sub-Total					272,467.19	272,467.19	0.00	272,467.19	46.58	14.85	
SELL											
	01/04/23	01/09/23	JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/04/2021 0.450% 01/17/2024	24422EVN6	380,000.00	363,352.20	817.00	364,169.20	(16,378.00)	(16,551.87)	FIFO
	01/05/23	01/12/23	FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	800,000.00	777,600.00	766.67	778,366.67	(21,584.00)	(22,233.53)	FIFO
	01/30/23	02/01/23	CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/17/2021 0.450% 05/17/2024	14913R2L0	475,000.00	449,435.50	439.38	449,874.88	(24,928.00)	(25,290.97)	FIFO
	01/30/23	02/01/23	CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023	22552G3C2	725,000.00	720,960.30	3,814.10	724,774.40	(4,039.70)	(4,039.70)	FIFO

Managed Account Security Transactions & Interest

For the Month Ending **January 31, 2023**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
SELL										
01/30/23	02/01/23	FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	700,000.00	682,276.00	763.20	683,039.20	(16,660.00)	(17,525.41)	FIFO
01/30/23	02/01/23	JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/10/2021 0.450% 06/07/2024	24422EVO9	130,000.00	122,775.90	87.75	122,863.65	(7,061.60)	(7,150.95)	FIFO
01/30/23	02/01/23	BRISTOL MYERS SQUIBB CO CORP NOTES (CALL DTD 01/26/2020 2.900% 07/26/2024	110122CM8	156,000.00	152,022.00	62.83	152,084.83	(16,877.64)	(8,831.99)	FIFO
01/30/23	02/01/23	AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	225,000.00	213,390.00	222.19	213,612.19	(11,281.50)	(11,470.33)	FIFO
01/30/23	02/01/23	CHARLES SCHWAB CORP NOTES (CALLABLE) DTD 03/18/2021 0.750% 03/18/2024	808513BN4	300,000.00	286,569.00	831.25	287,400.25	(13,281.00)	(13,374.75)	FIFO
01/30/23	02/01/23	FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	475,000.00	462,973.00	517.88	463,490.88	(11,542.50)	(11,936.98)	FIFO
01/30/23	02/01/23	LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.444% 08/01/2023	54438CYH9	235,000.00	230,093.20	0.00	230,093.20	(4,906.80)	(4,906.80)	FIFO
01/30/23	02/01/23	CT ST TXBL GO BONDS DTD 06/11/2020 2.000% 07/01/2023	20772KJV2	100,000.00	98,958.00	166.67	99,124.67	(1,639.00)	(1,122.31)	FIFO
01/30/23	02/01/23	UNITEDHEALTH GROUP INC (CALLABLE) CORP N DTD 05/19/2021 0.550% 05/15/2024	91324PEB4	325,000.00	308,343.75	377.36	308,721.11	(16,318.25)	(16,511.08)	FIFO

Managed Account Security Transactions & Interest

For the Month Ending **January 31, 2023**

CITY OF ANTIOCH, CA - 04380500

Transaction Type					Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
SELL										
01/30/23	02/01/23	TARGET CORP CORPORATE NOTES DTD 06/26/2014 3.500% 07/01/2024	87612EBD7	350,000.00	344,246.00	1,020.83	345,266.83	(27,678.00)	(17,725.20)	FIFO
01/30/23	02/01/23	GOLDMAN SACHS CORP NOTES DTD 03/03/2014 4.000% 03/03/2024	38141GVM3	225,000.00	222,606.00	3,700.00	226,306.00	(25,398.00)	(10,434.23)	FIFO
01/30/23	02/01/23	COMCAST CORP (CALLABLE) CORPORATE NOTES DTD 10/05/2018 3.700% 04/15/2024	20030NCRO	300,000.00	296,391.00	3,268.33	299,659.33	(32,286.00)	(11,942.49)	FIFO
Transaction Type Sub-Total				5,901,000.00	5,731,991.85	16,855.44	5,748,847.29	(251,859.99)	(201,048.59)	
Managed Account Sub-Total					(790,868.54)	200,115.17	(590,753.37)	(251,813.41)	(201,033.74)	
Total Security Transactions					(\$790,868.54)	\$200,115.17	(\$590,753.37)	(\$251,813.41)	(\$201,033.74)	

Bolded items are forward settling trades.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 25, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lauren Posada, City Treasurer *LP*

SUBJECT: Approval of Treasurer's Report for February of 2023

RECOMMENDED ACTION

It is recommended that the City Council receive and file the February 2023 Treasurer's Report.

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

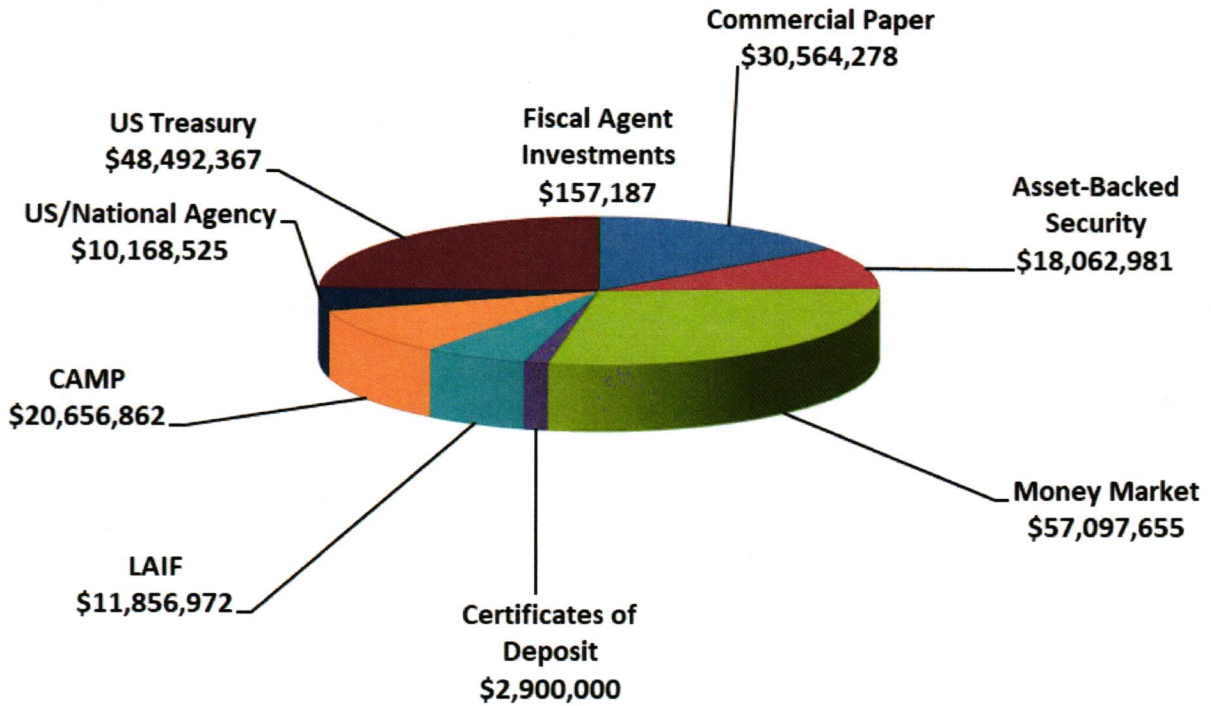
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting provisions of the Policy.

ATTACHMENTS

A. City Treasurer's Report

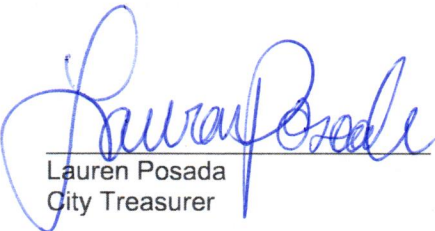
**CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS**

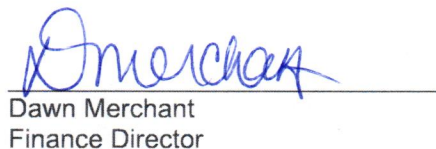
FEBRUARY 28, 2023



Total of City and Fiscal Agent Investments = \$199,956,827

All City investments are shown above and conform to the City Investment Policy. All investment transactions during this period are included in this report. As Treasurer of the City of Antioch and Finance Director of the City of Antioch, we hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six (6) months' estimated expenditures.


Lauren Posada
City Treasurer


Dawn Merchant
Finance Director

**Summary of Fiscal Agent Balances by
Debt Issue**

	<u>Amount</u>
Antioch Public Financing Authority 2015 Refunding Bonds (02 Leave Rev)	417
Antioch Development Agency 2009 Tax Allocation Bonds	156,770
	<u>\$157,187</u>



Account Statement

For the Month Ending **February 28, 2023**

City of Antioch - City of Antioch - 6090-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					20,582,122.67
02/28/23	03/01/23	Accrual Income Div Reinvestment - Distributions	1.00	74,739.07	20,656,861.74
Closing Balance					20,656,861.74

	Month of February	Fiscal YTD July-February		
Opening Balance	20,582,122.67	10,227,447.85	Closing Balance	20,656,861.74
Purchases	74,739.07	10,429,413.89	Average Monthly Balance	20,584,791.92
Redemptions (Excl. Checks)	0.00	0.00	Monthly Distribution Yield	4.73%
Check Disbursements	0.00	0.00		
Closing Balance	20,656,861.74	20,656,861.74		
Cash Dividends and Income	74,739.07	429,413.89		

Consolidated Summary Statement

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH

Portfolio Summary

Portfolio Holdings	Cash Dividends and Income	Closing Market Value
PFMAM Managed Account	(143,708.98)	106,062,014.95
CAMP Pool	0.00	20,656,861.74
Local Agency Investment Fund	0.00	11,856,972.16
Total	(\$143,708.98)	\$138,575,848.85

Investment Allocation

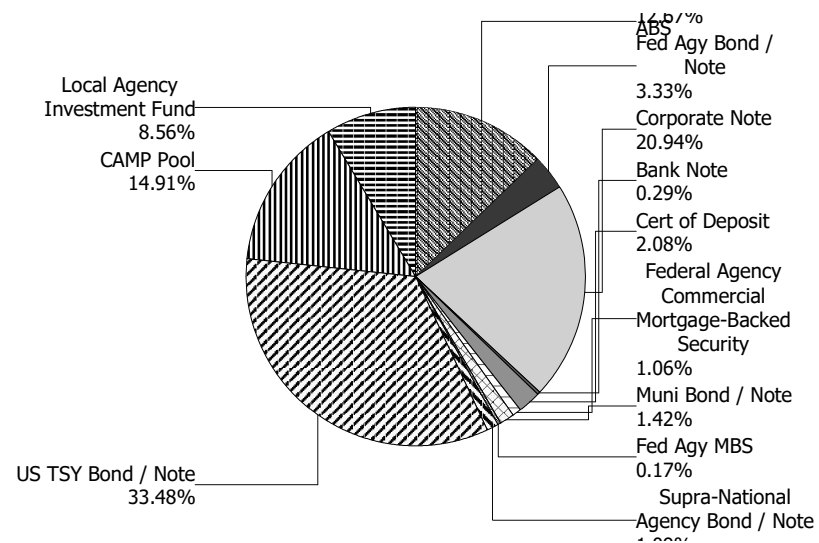
Investment Type	Closing Market Value	Percent
Asset-Backed Security	17,560,809.99	12.67
Federal Agency Bond / Note	4,619,120.82	3.33
Corporate Note	29,020,825.43	20.94
Bank Note	407,654.48	0.29
Certificate of Deposit	2,886,325.85	2.08
Federal Agency Commercial Mortgage-Backed Security	1,472,492.55	1.06
Municipal Bond / Note	1,965,807.75	1.42
Federal Agency Mortgage-Backed Security	237,219.90	0.17
Supra-National Agency Bond / Note	1,508,454.07	1.09
U.S. Treasury Bond / Note	46,383,304.11	33.48
CAMP Pool	20,656,861.74	14.91
Local Agency Investment Fund	11,856,972.16	8.56
Total	\$138,575,848.85	100.00%

Maturity Distribution (Fixed Income Holdings)

Portfolio Holdings	Closing Market Value	Percent
Under 30 days	32,513,833.90	23.46
31 to 60 days	0.00	0.00
61 to 90 days	0.00	0.00
91 to 180 days	0.00	0.00
181 days to 1 year	13,051,392.45	9.42
1 to 2 years	39,504,361.40	28.51
2 to 3 years	35,008,398.74	25.26
3 to 4 years	8,546,692.98	6.17
4 to 5 years	9,164,781.65	6.61
Over 5 years	786,387.73	0.57
Total	\$138,575,848.85	100.00%

Weighted Average Days to Maturity 610

Sector Allocation



Managed Account Summary Statement

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Transaction Summary - Managed Account

Opening Market Value	\$106,427,071.72
Maturities/Calls	(237,323.34)
Principal Dispositions	(1,062,445.31)
Principal Acquisitions	1,428,482.40
Unsettled Trades	290,256.44
Change in Current Value	(784,026.96)
Closing Market Value	\$106,062,014.95

Cash Transactions Summary - Managed Account

Maturities/Calls	0.00
Sale Proceeds	5,669,444.23
Coupon/Interest/Dividend Income	101,353.94
Principal Payments	237,323.34
Security Purchases	(6,452,597.88)
Net Cash Contribution	444,476.37
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account

Interest/Dividends/Coupons Received	117,313.21
Less Purchased Interest Related to Interest/Coupons	(8,540.98)
Plus Net Realized Gains/Losses	(252,481.21)
Total Cash Basis Earnings	(\$143,708.98)

Cash Balance

Closing Cash Balance **\$0.00**

Earnings Reconciliation (Accrual Basis)

	Total
Ending Amortized Value of Securities	110,188,151.15
Ending Accrued Interest	519,806.53
Plus Proceeds from Sales	1,232,470.88
Plus Proceeds of Maturities/Calls/Principal Payments	237,323.34
Plus Coupons/Dividends Received	101,353.94
Less Cost of New Purchases	(1,887,948.80)
Less Beginning Amortized Value of Securities	(109,815,103.07)
Less Beginning Accrued Interest	(418,488.96)
Total Accrual Basis Earnings	\$157,565.01

Portfolio Summary and Statistics

For the Month Ending **February 28, 2023**

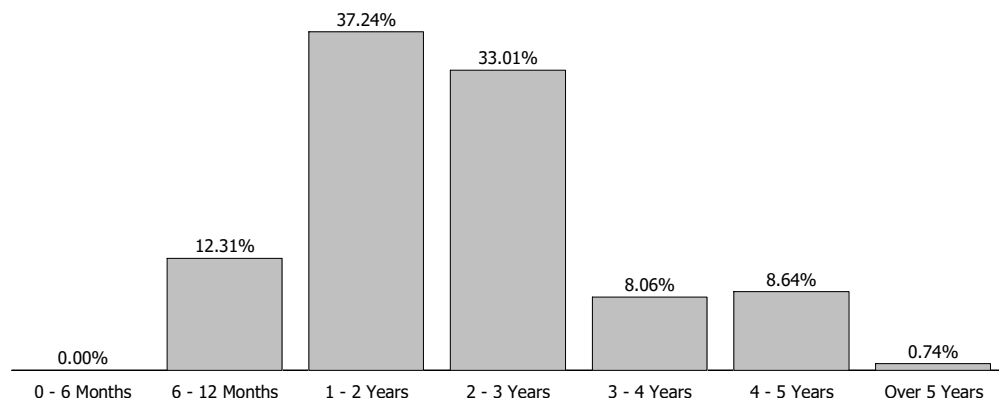
CITY OF ANTIOCH, CA - 04380500

Account Summary

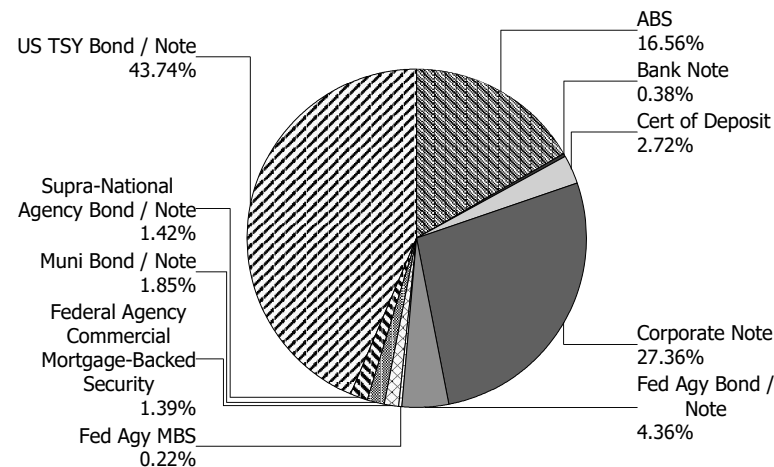
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	48,456,000.00	46,383,304.11	43.74
Supra-National Agency Bond / Note	1,595,000.00	1,508,454.07	1.42
Municipal Bond / Note	2,095,000.00	1,965,807.75	1.85
Federal Agency Mortgage-Backed Security	252,042.77	237,219.90	0.22
Federal Agency Commercial Mortgage-Backed Security	1,545,211.84	1,472,492.55	1.39
Federal Agency Bond / Note	4,755,000.00	4,619,120.82	4.36
Corporate Note	30,100,000.00	29,020,825.43	27.36
Certificate of Deposit	2,900,000.00	2,886,325.85	2.72
Bank Note	425,000.00	407,654.48	0.38
Asset-Backed Security	18,064,770.27	17,560,809.99	16.56
Managed Account Sub-Total	110,188,024.88	106,062,014.95	100.00%
Accrued Interest		519,806.53	
Total Portfolio	110,188,024.88	106,581,821.48	

Unsettled Trades **460,000.00** **457,779.58**

Maturity Distribution



Sector Allocation



Characteristics

Yield to Maturity at Cost	2.33%
Yield to Maturity at Market	4.82%
Weighted Average Days to Maturity	797

Managed Account Issuer Summary

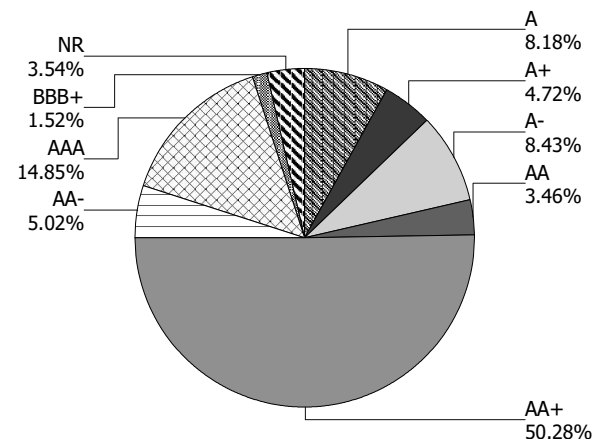
For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Issuer	Market Value of Holdings	Percent
ABBOTT LABORATORIES	312,124.15	0.29
ALLY AUTO RECEIVABLES TRUST	1,444,338.86	1.36
AMAZON.COM INC	721,905.00	0.68
AMERICAN EXPRESS CO	1,746,319.55	1.65
AMERICAN HONDA FINANCE	724,934.40	0.68
ANZ BANKING GROUP LTD	442,671.76	0.42
ASTRAZENECA PLC	468,010.13	0.44
BANK OF AMERICA CO	1,243,946.04	1.17
BMW FINANCIAL SERVICES NA LLC	461,174.70	0.43
BMW VEHICLE OWNER TRUST	324,023.61	0.31
BRISTOL-MYERS SQUIBB CO	224,726.00	0.21
BURLINGTON NORTHERN SANTA FE	214,985.03	0.20
CALIFORNIA DEPARTMENT OF WATER RESOURCES	434,214.00	0.41
CAPITAL ONE FINANCIAL CORP	1,913,945.03	1.80
CARMAX AUTO OWNER TRUST	2,276,348.26	2.16
CATERPILLAR INC	289,684.50	0.27
CINTAS CORPORATION NO. 2	337,135.75	0.32
CITIGROUP INC	677,013.75	0.64
COLGATE-PALMOLIVE COMPANY	568,146.69	0.54
COMCAST CORP	376,780.88	0.36
CREDIT AGRICOLE SA	800,000.00	0.75
DEERE & COMPANY	744,507.80	0.70
DISCOVER FINANCIAL SERVICES	1,439,216.77	1.36
EXXON MOBIL CORP	214,707.83	0.20
FANNIE MAE	637,341.56	0.60
FLORIDA STATE BOARD OF ADMIN FIN CORP	738,817.20	0.70
FORD CREDIT AUTO OWNER TRUST	242,843.92	0.23
FREDDIE MAC	5,691,491.71	5.38
GENERAL DYNAMICS CORP	313,887.93	0.30
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	935,127.14	0.88
GM FINANCIAL LEASINGTRUST	188,042.88	0.18
GOLDMAN SACHS GROUP INC	243,021.75	0.23

Credit Quality (S&P Ratings)



Managed Account Issuer Summary

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
HARLEY-DAVIDSON MOTORCYCLE TRUST	850,966.58	0.80
HERSHEY COMPANY	227,990.25	0.21
HOME DEPOT INC	188,706.02	0.18
HONDA AUTO RECEIVABLES	256,573.58	0.24
HONEYWELL INTERNATIONAL	780,672.30	0.74
HORMEL FOODS CORP	330,094.45	0.31
HSBC HOLDINGS PLC	782,798.40	0.74
HYUNDAI AUTO RECEIVABLES	1,413,581.77	1.33
IBM CORP	778,920.00	0.73
INTEL CORPORATION	372,325.80	0.35
INTER-AMERICAN DEVELOPMENT BANK	861,882.63	0.81
INTL BANK OF RECONSTRUCTION AND DEV	646,571.44	0.61
JP MORGAN CHASE & CO	1,298,200.21	1.22
KUBOTA CREDIT OWNER TRUST	1,657,942.86	1.56
LOCKHEED MARTIN CORP	374,940.38	0.35
MERCEDES-BENZ AUTO RECEIVABLES	949,067.68	0.89
MERCK & CO INC	215,755.65	0.20
MORGAN STANLEY	771,443.38	0.73
NATIONAL AUSTRALIA BANK LTD	1,454,951.89	1.37
NATIONAL RURAL UTILITIES CO FINANCE CORP	827,749.31	0.78
NESTLE SA	893,495.28	0.84
NEW JERSEY TURNPIKE AUTHORITY	181,390.95	0.17
NEW YORK ST URBAN DEVELOPMENT CORP	611,385.60	0.58
NISSAN AUTO RECEIVABLES	487,767.80	0.46
NORDEA BANK ABP	1,036,934.85	0.98
PACCAR FINANCIAL CORP	724,753.56	0.68
PEPSICO INC	788,583.56	0.74
PNC FINANCIAL SERVICES GROUP	753,410.03	0.71
PRAXAIR INC	835,066.51	0.79
RABOBANK NEDERLAND	922,561.60	0.87
Roche Holding AG	1,222,889.22	1.15
STATE STREET CORPORATION	1,126,489.23	1.06
TEXAS INSTRUMENTS INC	114,245.03	0.11

Managed Account Issuer Summary

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
THE BANK OF NEW YORK MELLON CORPORATION	1,435,722.51	1.35
TORONTO-DOMINION BANK	1,049,391.00	0.99
Toyota Lease Owner Trust	143,853.37	0.14
TOYOTA MOTOR CORP	1,941,335.70	1.83
TRUIST FIN CORP	766,041.29	0.72
UNILEVER PLC	257,447.30	0.24
UNITED STATES TREASURY	46,383,304.11	43.74
UNITEDHEALTH GROUP INC	180,583.02	0.17
USAA CAPITAL CORP	504,867.30	0.48
VERIZON OWNER TRUST	210,346.25	0.20
VOLKSWAGEN AUTO LEASE TURST	161,239.27	0.15
WAL-MART STORES INC	484,661.43	0.46
WORLD OMNI AUTO REC TRUST	411,680.02	0.39
Total	\$106,062,014.95	100.00%

Managed Account Detail of Securities Held

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 11/15/2020 0.250% 11/15/2023	91282CAW1	1,525,000.00	AA+	Aaa	12/01/20	12/03/20	1,526,429.69	0.22	1,116.37	1,525,343.82	1,473,769.46
US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	2,965,000.00	AA+	Aaa	02/02/21	02/03/21	2,960,251.37	0.18	460.72	2,963,587.77	2,838,524.37
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	950,000.00	AA+	Aaa	02/23/21	02/25/21	947,328.13	0.22	45.93	949,135.64	905,320.36
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	2,200,000.00	AA+	Aaa	03/01/21	03/03/21	2,190,460.94	0.27	106.35	2,196,896.93	2,096,531.36
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	750,000.00	AA+	Aaa	04/01/21	04/05/21	787,236.33	0.37	5,013.81	764,150.47	723,398.40
US TREASURY N/B NOTES DTD 04/30/2022 2.500% 04/30/2024	91282CEK3	7,500,000.00	AA+	Aaa	05/03/22	05/04/22	7,465,429.69	2.74	62,672.65	7,479,742.84	7,275,000.00
US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	246,000.00	AA+	Aaa	06/22/21	06/24/21	244,568.20	0.45	128.41	245,378.28	231,124.68
US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	2,750,000.00	AA+	Aaa	07/01/21	07/07/21	2,732,167.97	0.47	1,435.44	2,742,163.20	2,583,710.80
US TREASURY N/B NOTES DTD 06/30/2022 3.000% 06/30/2024	91282CEX5	1,100,000.00	AA+	Aaa	08/04/22	08/08/22	1,098,324.22	3.08	5,469.61	1,098,820.66	1,070,093.75
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	520,000.00	AA+	Aaa	08/05/21	08/09/21	519,939.06	0.38	242.40	519,971.44	487,581.22
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	900,000.00	AA+	Aaa	08/09/21	08/10/21	899,050.78	0.41	419.54	899,554.67	843,890.58
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	4,350,000.00	AA+	Aaa	08/04/21	08/06/21	4,355,097.66	0.33	2,027.79	4,352,382.71	4,078,804.47
US TREASURY N/B NOTES DTD 08/15/2021 0.375% 08/15/2024	91282CCT6	1,100,000.00	AA+	Aaa	09/01/21	09/03/21	1,098,796.88	0.41	159.53	1,099,404.58	1,027,984.32
US TREASURY N/B NOTES DTD 09/15/2021 0.375% 09/15/2024	91282CCX7	2,000,000.00	AA+	Aaa	10/01/21	10/06/21	1,991,875.00	0.51	3,459.94	1,995,737.21	1,863,437.60

Managed Account Detail of Securities Held

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	3,000,000.00	AA+	Aaa	05/04/21	05/06/21	3,109,570.31	0.44	15,041.44	3,052,463.02	2,835,000.00
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	800,000.00	AA+	Aaa	06/15/21	06/17/21	829,093.75	0.44	3,000.00	814,754.36	754,500.00
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	1,750,000.00	AA+	Aaa	06/02/21	06/07/21	1,814,941.41	0.42	6,562.50	1,782,674.92	1,650,468.75
US TREASURY N/B NOTES DTD 12/15/2021 1.000% 12/15/2024	91282CDN8	1,000,000.00	AA+	Aaa	01/03/22	01/05/22	999,296.88	1.02	2,087.91	999,571.59	933,281.20
US TREASURY N/B NOTES DTD 01/15/2022 1.125% 01/15/2025	91282CDS7	1,450,000.00	AA+	Aaa	02/01/22	02/03/22	1,438,898.44	1.39	2,027.80	1,442,928.81	1,353,711.01
US TREASURY N/B NOTES DTD 07/15/2022 3.000% 07/15/2025	91282CEY3	2,700,000.00	AA+	Aaa	08/05/22	08/08/22	2,689,769.53	3.14	10,069.06	2,691,725.92	2,599,593.75
US TREASURY N/B NOTES DTD 09/15/2022 3.500% 09/15/2025	91282CFK2	2,250,000.00	AA+	Aaa	10/06/22	10/11/22	2,204,912.11	4.23	36,329.42	2,210,853.60	2,190,937.50
US TREASURY N/B NOTES DTD 11/15/2022 4.500% 11/15/2025	91282CFW6	2,000,000.00	AA+	Aaa	12/16/22	12/16/22	2,027,500.00	3.99	26,353.59	2,025,563.38	1,996,562.40
US TREASURY N/B NOTES DTD 01/15/2023 3.875% 01/15/2026	91282CGE5	4,650,000.00	AA+	Aaa	01/30/23	02/01/23	4,639,283.20	3.96	22,399.00	4,639,561.30	4,570,078.13
Security Type Sub-Total		48,456,000.00					48,570,221.55	1.69	206,629.21	48,492,367.12	46,383,304.11
Supra-National Agency Bond / Note											
INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	670,000.00	AAA	Aaa	11/17/20	11/24/20	668,559.50	0.32	451.32	669,647.44	646,571.44
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	925,000.00	AAA	Aaa	09/15/21	09/23/21	924,315.50	0.52	2,029.86	924,642.76	861,882.63
Security Type Sub-Total		1,595,000.00					1,592,875.00	0.44	2,481.18	1,594,290.20	1,508,454.07
Municipal Bond / Note											

Managed Account Detail of Securities Held

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note											
CA ST DEPT WTR RES WTR SYS TXBL REV BNDS DTD 08/06/2020 0.414% 12/01/2023	13067WRA2	450,000.00	AAA	Aa1	07/30/20	08/06/20	450,000.00	0.41	465.75	450,000.00	434,214.00
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.620% 03/15/2024	650036DS2	640,000.00	AA+	NR	12/16/20	12/23/20	640,000.00	0.62	1,829.69	640,000.00	611,385.60
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	195,000.00	AA-	A1	01/22/21	02/04/21	195,000.00	0.90	291.53	195,000.00	181,390.95
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	235,000.00	AA	Aa3	09/03/20	09/16/20	235,000.00	1.26	492.72	235,000.00	214,348.20
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	575,000.00	AA	Aa3	11/21/22	11/23/22	519,690.75	5.26	1,205.58	525,390.34	524,469.00
Security Type Sub-Total		2,095,000.00					2,039,690.75	1.91	4,285.27	2,045,390.34	1,965,807.75
Federal Agency Mortgage-Backed Security											
FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	252,042.77	AA+	Aaa	08/03/21	08/17/21	268,583.07	2.35	630.11	266,381.10	237,219.90
Security Type Sub-Total		252,042.77					268,583.07	2.35	630.11	266,381.10	237,219.90
Federal Agency Commercial Mortgage-Backed Security											
FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	550,000.00	AA+	Aaa	08/04/22	08/09/22	543,662.11	3.36	1,372.71	543,662.11	523,203.06
FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	424,475.23	AA+	Aaa	08/31/22	09/06/22	410,099.45	3.76	955.78	410,099.45	400,121.66
FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	570,736.61	AA+	Aaa	12/08/22	12/13/22	553,569.92	3.94	1,593.31	554,210.90	549,167.83
Security Type Sub-Total		1,545,211.84					1,507,331.48	3.69	3,921.80	1,507,972.46	1,472,492.55
Federal Agency Bond / Note											

Managed Account Detail of Securities Held

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	735,000.00	AA+	Aaa	09/02/20	09/04/20	735,134.22	0.24	883.02	735,023.33	716,800.67
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,165,000.00	AA+	Aaa	09/02/20	09/04/20	1,164,615.55	0.26	1,399.62	1,164,933.18	1,136,153.43
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,300,000.00	AA+	Aaa	10/07/20	10/08/20	1,299,584.00	0.26	1,561.80	1,299,925.39	1,267,810.70
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAFA2	1,555,000.00	AA+	Aaa	12/02/20	12/04/20	1,553,460.55	0.28	939.48	1,554,609.16	1,498,356.02
Security Type Sub-Total		4,755,000.00					4,752,794.32	0.27	4,783.92	4,754,491.06	4,619,120.82
Corporate Note											
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	50,000.00	BBB+	A3	10/02/20	10/06/20	51,235.50	0.98	247.04	50,097.44	49,586.80
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	300,000.00	BBB+	A3	05/07/20	05/14/20	300,000.00	1.68	1,482.23	300,000.00	297,520.80
HSBC USA INC CORPORATE NOTES DTD 05/24/2022 3.750% 05/24/2024	40428HTA0	800,000.00	A-	A1	05/17/22	05/24/22	799,968.00	3.75	8,083.33	799,980.30	782,798.40
ASTRAZENECA FINANCE LLC (CALLABLE) CORP DTD 05/28/2021 0.700% 05/28/2024	04636NAC7	495,000.00	A	A3	05/25/21	05/28/21	494,955.45	0.70	895.13	494,981.55	468,010.13
HORMEL FOODS CORP NOTES (CALLABLE) DTD 06/03/2021 0.650% 06/03/2024	440452AG5	350,000.00	A	A1	03/10/22	03/14/22	338,915.50	2.12	556.11	343,720.60	330,094.45
BANK OF AMERICA (CALLABLE) CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	100,000.00	A-	A2	09/28/20	10/01/20	108,415.00	1.58	407.87	101,191.92	99,315.30
BANK OF AMERICA (CALLABLE) CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	225,000.00	A-	A2	08/21/20	08/25/20	245,362.50	1.47	917.70	227,782.57	223,459.43

Managed Account Detail of Securities Held

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 07/30/2019 2.500% 07/30/2024	025816CG2	400,000.00	BBB+	A2	11/19/21	11/23/21	414,320.00	1.14	861.11	407,340.88	384,862.80
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 08/09/2021 0.500% 08/09/2024	69371RR40	265,000.00	A+	A1	08/03/21	08/09/21	264,856.90	0.52	80.97	264,931.19	247,268.06
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 09/09/2021 0.750% 08/09/2024	02665WDY4	275,000.00	A-	A3	09/07/21	09/09/21	274,818.50	0.77	126.04	274,910.19	257,536.40
UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024	904764BN6	100,000.00	A+	A1	02/22/22	02/24/22	96,599.00	2.05	33.04	97,997.19	93,617.20
UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024	904764BN6	175,000.00	A+	A1	08/09/21	08/12/21	175,000.00	0.63	57.82	175,000.00	163,830.10
BMW US CAPITAL LLC CORPORATE NOTES DTD 08/12/2021 0.750% 08/12/2024	05565EBU8	205,000.00	A	A2	08/09/21	08/12/21	204,981.55	0.75	81.15	204,991.08	192,344.94
COOPERAT RABOBANK UA/NY CORPORATE NOTES DTD 08/22/2022 3.875% 08/22/2024	21688AAU6	465,000.00	A+	Aa2	08/15/22	08/22/22	464,786.10	3.90	450.47	464,841.99	455,997.60
GOLDMAN SACHS GROUP INC (CALLABLE) CORP DTD 06/10/2021 0.657% 09/10/2024	38141GYE8	250,000.00	BBB+	A2	06/07/21	06/10/21	250,000.00	0.66	780.19	250,000.00	243,021.75
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 09/13/2021 0.625% 09/13/2024	89236TJN6	250,000.00	A+	A1	09/08/21	09/13/21	249,882.50	0.64	729.17	249,939.75	233,417.25
NESTLE HOLDINGS INC CORP NOTES (CALLABLE DTD 09/14/2021 0.606% 09/14/2024	641062AU8	545,000.00	AA-	Aa3	09/07/21	09/14/21	545,000.00	0.61	1,532.09	545,000.00	508,233.21

Managed Account Detail of Securities Held

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	475,000.00	A-	A2	10/16/20	10/21/20	475,000.00	0.81	1,357.31	475,000.00	460,358.13
HONEYWELL INTERNATIONAL CORPORATE NOTES DTD 11/02/2022 4.850% 11/01/2024	438516CH7	460,000.00	A	A2	10/28/22	11/02/22	459,921.80	4.86	7,374.69	459,934.55	459,020.20
TEXAS INSTRUMENTS INC CORPORATE NOTES DTD 11/18/2022 4.700% 11/18/2024	882508BR4	115,000.00	A+	Aa3	11/15/22	11/18/22	114,948.25	4.72	1,546.43	114,955.54	114,245.03
COOPERATIEVE RABOBANK UA CORPORATE NOTES DTD 01/12/2022 1.375% 01/10/2025	21688AAS1	500,000.00	A+	Aa2	01/19/22	01/24/22	496,040.00	1.65	973.96	497,507.62	466,564.00
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 01/13/2022 1.500% 01/13/2025	02665WEA5	500,000.00	A-	A3	01/11/22	01/13/22	499,605.00	1.53	1,000.00	499,753.49	467,398.00
LINDE INC/CT (CALLABLE) CORPORATE NOTES DTD 02/05/2015 2.650% 02/05/2025	74005PBN3	325,000.00	A	A2	03/04/22	03/08/22	329,735.25	2.13	622.01	327,992.99	310,128.98
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	125,000.00	A-	A2	02/22/22	02/24/22	123,847.50	2.20	156.25	124,242.70	117,244.25
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	215,000.00	A-	A2	01/31/22	02/07/22	214,993.55	1.88	268.75	214,995.83	201,660.11
MERCK & CO INC CORP NOTES DTD 02/10/2015 2.750% 02/10/2025	58933YAR6	225,000.00	A+	A1	03/09/21	03/11/21	240,104.25	1.00	360.94	231,988.53	215,755.65
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	350,000.00	A+	A1	09/23/21	09/27/21	359,698.50	0.96	315.00	355,614.92	327,539.45

Managed Account Detail of Securities Held

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
JPMORGAN CHASE & CO CORP NOTES (CALLABLE DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	295,000.00	A-	A1	02/09/21	02/16/21	295,000.00	0.56	69.20	295,000.00	279,854.41
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 03/04/2022 2.250% 03/04/2025	025816CQ0	120,000.00	BBB+	A2	03/01/22	03/04/22	119,878.80	2.29	1,327.50	119,918.83	112,930.32
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 03/04/2022 2.250% 03/04/2025	025816CQ0	205,000.00	BBB+	A2	03/02/22	03/04/22	204,633.05	2.31	2,267.81	204,754.25	192,922.63
EXXON MOBIL CORP CORPORATE NT (CALLABLE) DTD 03/06/2015 2.709% 03/06/2025	30231GAF9	225,000.00	AA-	Aa2	03/26/21	03/30/21	238,932.00	1.10	2,962.97	231,681.57	214,707.83
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/07/2022 2.125% 03/07/2025	24422EWB1	60,000.00	A	A2	03/02/22	03/07/22	59,974.20	2.14	616.25	59,982.65	56,563.02
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/07/2022 2.125% 03/07/2025	24422EWB1	175,000.00	A	A2	03/03/22	03/07/22	175,350.00	2.06	1,797.40	175,235.36	164,975.48
ROCHE HOLDINGS INC (CALLABLE) CORPORATE DTD 03/10/2022 2.132% 03/10/2025	771196BT8	1,295,000.00	AA	Aa2	03/03/22	03/10/22	1,295,000.00	2.13	13,114.47	1,295,000.00	1,222,889.22
ABBOTT LABORATORIES CORP NOTE (CALLABLE) DTD 03/10/2015 2.950% 03/15/2025	002824BB5	325,000.00	AA-	A1	03/10/22	03/14/22	330,018.00	2.41	4,420.90	328,263.94	312,124.15
BURLINGTN NORTH SANTA FE CORP NOTES (CAL DTD 03/09/2015 3.000% 04/01/2025	12189LAV3	225,000.00	AA-	A3	03/05/21	03/09/21	242,156.25	1.08	2,812.50	233,270.44	214,985.03
BMW US CAPITAL LLC CORP NOTES DTD 04/01/2022 3.250% 04/01/2025	05565EBZ7	240,000.00	A	A2	03/28/22	04/01/22	239,774.40	3.28	3,250.00	239,843.15	231,489.12

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Corporate Note											
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 04/07/2022 2.850% 04/07/2025	69371RR73	500,000.00	A+	A1	03/31/22	04/07/22	499,870.00	2.86	5,700.00	499,908.91	477,485.50
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025	023135CE4	750,000.00	AA	A1	04/11/22	04/13/22	748,807.50	3.06	8,625.00	749,157.85	721,905.00
HOME DEPOT INC (CALLABLE) CORPORATE NOTE DTD 03/28/2022 2.700% 04/15/2025	437076CM2	80,000.00	A	A2	03/24/22	03/28/22	79,860.00	2.76	816.00	79,902.48	76,256.72
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	225,000.00	A	A1	03/09/21	03/11/21	230,337.00	1.01	1,270.00	227,730.05	208,212.53
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	250,000.00	A	A1	03/10/22	03/14/22	243,977.50	2.41	1,411.11	245,841.99	231,347.25
BANK OF NY MELLON CORP (CALLABLE) CORP N DTD 04/26/2022 3.350% 04/25/2025	06406RBC0	500,000.00	A	A1	04/19/22	04/26/22	499,930.00	3.36	5,862.50	499,949.75	481,647.50
CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	145,000.00	A-	A3	05/02/22	05/04/22	144,575.15	3.55	1,667.50	144,692.15	139,670.52
CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	205,000.00	A-	A3	04/26/22	05/03/22	204,954.90	3.46	2,357.50	204,967.35	197,465.23
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	350,000.00	BBB+	A3	04/28/21	05/04/21	350,917.00	0.91	1,144.50	350,358.24	329,906.15
USAA CAPITAL CORP CORPORATE NOTES DTD 05/26/2022 3.375% 05/01/2025	90327QD89	525,000.00	AA	Aa1	05/23/22	05/26/22	523,283.25	3.49	5,906.25	523,730.47	504,867.30

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Corporate Note											
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/13/2022 3.400% 05/13/2025	14913R2V8	75,000.00	A	A2	05/10/22	05/13/22	74,992.50	3.40	765.00	74,994.50	72,421.13
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/13/2022 3.400% 05/13/2025	14913R2V8	225,000.00	A	A2	05/10/22	05/13/22	224,714.25	3.44	2,295.00	224,790.38	217,263.37
GENERAL DYNAMICS CORP (CALLABLE) CORP NO DTD 05/11/2018 3.500% 05/15/2025	369550BG2	325,000.00	A-	A3	03/02/22	03/04/22	336,576.50	2.34	3,349.31	332,790.87	313,887.93
HERSHEY CO CORP NOTES (CALLABLE) DTD 06/01/2020 0.900% 06/01/2025	427866BF4	250,000.00	A	A1	02/23/22	02/25/22	240,037.50	2.17	562.50	243,121.53	227,990.25
HONEYWELL INTL CORP NOTES (CALLABLE) DTD 05/18/2020 1.350% 06/01/2025	438516CB0	350,000.00	A	A2	02/24/22	02/28/22	340,658.50	2.20	1,181.25	343,534.02	321,652.10
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	595,000.00	A-	A1	05/24/21	06/01/21	595,000.00	0.82	1,225.70	595,000.00	556,860.50
TRUIST FINANCIAL CORP NOTES (CALLABLE) DTD 06/05/2018 3.700% 06/05/2025	05531FBE2	475,000.00	A-	A3	02/07/22	02/09/22	499,358.00	2.09	4,198.47	491,417.42	459,593.85
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 06/09/2022 3.500% 06/09/2025	63254ABD9	565,000.00	AA-	Aa3	05/31/22	06/09/22	565,000.00	3.50	4,504.31	565,000.00	543,248.63
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	65,000.00	A-	A2	05/02/22	05/04/22	64,691.90	3.61	473.42	64,773.39	62,272.73
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	85,000.00	A-	A2	04/27/22	05/04/22	84,977.05	3.46	619.08	84,983.12	81,433.57

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Corporate Note											
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	100,000.00	A-	A2	05/03/22	05/05/22	99,532.00	3.61	728.33	99,655.48	95,804.20
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 06/30/2022 3.950% 06/30/2025	89236TKC8	225,000.00	A+	A1	06/27/22	06/30/22	224,786.25	3.98	1,505.94	224,833.84	219,419.10
JP MORGAN CHASE CORP NOTES (CALLABLE) DTD 07/21/2015 3.900% 07/15/2025	46625HMN7	475,000.00	A-	A1	03/10/22	03/14/22	489,834.25	2.91	2,367.08	485,205.12	461,485.30
MORGAN STANLEY CORP NOTES DTD 07/23/2015 4.000% 07/23/2025	6174468C6	225,000.00	A-	A1	06/22/22	06/24/22	224,581.50	4.06	950.00	224,674.50	219,667.28
IBM CORP CORPORATE NOTES DTD 07/27/2022 4.000% 07/27/2025	459200KS9	800,000.00	A-	A3	07/20/22	07/27/22	800,000.00	4.00	3,022.22	800,000.00	778,920.00
INTEL CORP NOTES (CALLABLE) DTD 07/29/2015 3.700% 07/29/2025	458140AS9	385,000.00	A	A2	01/30/23	02/01/23	376,291.30	4.67	1,266.22	376,559.55	372,325.80
BANK OF AMERICA CORP NOTES DTD 07/30/2015 3.875% 08/01/2025	06051GFS3	475,000.00	A-	A2	03/10/22	03/14/22	490,665.50	2.84	1,533.85	486,204.13	460,813.18
COLGATE-PALMOLIVE CO CORPORATE NOTES DTD 08/09/2022 3.100% 08/15/2025	194162AM5	115,000.00	AA-	Aa3	08/01/22	08/09/22	114,894.20	3.13	158.44	114,913.79	110,367.11
WALMART INC CORPORATE NOTES DTD 09/09/2022 3.900% 09/09/2025	931142EW9	495,000.00	AA	Aa2	09/06/22	09/09/22	494,653.50	3.93	9,223.50	494,708.19	484,661.43
NESTLE HOLDINGS INC CORP NOTE DTD 09/13/2022 4.000% 09/12/2025	641062BA1	395,000.00	AA-	Aa3	09/06/22	09/13/22	394,869.65	4.01	7,373.33	394,889.77	385,262.07
HOME DEPOT INC NOTES (CALLABLE) DTD 09/19/2022 4.000% 09/15/2025	437076CR1	115,000.00	A	A2	09/12/22	09/19/22	114,958.60	4.01	2,070.00	114,964.78	112,449.30
LOCKHEED MARTIN CORP NOTES (CALLABLE) DTD 10/24/2022 4.950% 10/15/2025	539830BU2	175,000.00	A-	A3	10/19/22	10/24/22	174,501.25	5.05	3,055.94	174,559.98	174,972.18

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Corporate Note											
UNITEDHEALTH GROUP INC CORPORATE NOTES DTD 10/28/2022 5.150% 10/15/2025	91324PEN8	180,000.00	A+	A3	10/25/22	10/28/22	179,983.80	5.15	3,167.25	179,985.65	180,583.02
LOCKHEED MARTIN CORP NOTES (CALLABLE) DTD 10/24/2022 4.950% 10/15/2025	539830BU2	200,000.00	A-	A3	11/01/22	11/03/22	200,098.00	4.93	3,492.50	200,086.96	199,968.20
PNC FINANCIAL SERVICES CORP NOTE (CALLAB DTD 10/28/2022 5.671% 10/28/2025	693475BH7	345,000.00	A-	A3	10/25/22	10/28/22	345,000.00	5.67	6,684.69	345,000.00	345,755.55
COMCAST CORP CORPORATE NOTES DTD 11/07/2022 5.250% 11/07/2025	20030NDZ1	145,000.00	A-	A3	10/31/22	11/07/22	144,960.85	5.26	2,410.63	144,964.92	145,688.61
COMCAST CORP CORPORATE NOTES DTD 11/07/2022 5.250% 11/07/2025	20030NDZ1	230,000.00	A-	A3	11/03/22	11/07/22	229,395.10	5.35	3,823.75	229,458.02	231,092.27
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	250,000.00	A+	A2	02/22/22	02/24/22	236,870.00	2.23	562.50	240,447.39	224,726.00
LINDE INC/CT CORPORATE NOTES (CALLABLE) DTD 12/05/2022 4.700% 12/05/2025	53522KAB9	525,000.00	A	A2	11/28/22	12/05/22	524,433.00	4.74	5,894.58	524,477.49	524,937.53
AUST & NZ BANKING GRP NY CORPORATE NOTES DTD 12/08/2022 5.088% 12/08/2025	05254JAA8	445,000.00	AA-	Aa3	11/29/22	12/08/22	445,000.00	5.09	5,220.15	445,000.00	442,671.76
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 01/09/2023 4.800% 01/09/2026	24422EWP0	525,000.00	A	A2	01/03/23	01/09/23	524,753.25	4.82	3,640.00	524,764.73	522,969.30
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 01/12/2023 4.966% 01/12/2026	63253QAA2	915,000.00	AA-	Aa3	01/04/23	01/12/23	915,000.00	4.97	6,184.74	915,000.00	911,703.26

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Corporate Note											
STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026	857477BR3	225,000.00	A	A1	02/02/22	02/07/22	225,000.00	1.75	272.81	225,000.00	209,196.00
PEPSICO INC CORP NOTES (CALLABLE) DTD 02/15/2023 4.550% 02/13/2026	713448FQ6	795,000.00	A+	A1	02/13/23	02/15/23	794,538.90	4.57	1,607.67	794,544.80	788,583.56
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026	61747YEM3	585,000.00	A-	A1	02/16/22	02/18/22	585,000.00	2.63	555.59	585,000.00	551,776.10
COLGATE-PALMOLIVE CO CORPORATE NOTES DTD 03/01/2023 4.800% 03/02/2026	194162AQ6	460,000.00	AA-	Aa3	02/27/23	03/01/23	459,466.40	4.84	0.00	459,466.40	457,779.58
NATIONAL RURAL UTIL COOP CORP NOTES (CAL DTD 02/09/2023 4.450% 03/13/2026	63743HFH0	275,000.00	A-	A2	02/03/23	02/09/23	273,979.75	4.58	747.85	273,997.84	269,334.45
STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	510,000.00	A	A1	02/17/22	02/22/22	520,266.30	2.38	6,205.72	516,892.57	486,098.85
BANK OF NEW YORK MELLON CORP NOTES (CALL DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	165,000.00	A	A1	07/19/22	07/26/22	165,000.00	4.41	748.54	165,000.00	161,704.79
BANK OF NEW YORK MELLON CORP NOTES (CALL DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	360,000.00	A	A1	07/20/22	07/26/22	361,173.60	4.32	1,633.18	360,939.74	352,810.44
TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	140,000.00	A-	A3	07/25/22	07/28/22	140,000.00	4.26	546.70	140,000.00	136,198.86
TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	175,000.00	A-	A3	07/26/22	07/28/22	175,175.00	4.23	683.38	175,140.51	170,248.58
STATE STREET CORP NOTES (CALLABLE) DTD 11/04/2022 5.751% 11/04/2026	857477BX0	425,000.00	A	A1	11/03/22	11/07/22	424,409.25	5.79	7,943.57	424,455.44	431,194.38
Security Type Sub-Total		30,100,000.00					30,215,297.00	2.97	213,150.85	30,145,079.07	29,020,825.43

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Certificate of Deposit											
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 08/19/2022 4.100% 08/16/2024	22536AZR8	800,000.00	A+	Aa3	08/17/22	08/19/22	800,000.00	4.07	17,675.56	800,000.00	800,000.00
TORONTO DOMINION BANK NY CERT DEPOS DTD 10/31/2022 5.600% 10/27/2025	89115B6K1	1,050,000.00	A	A1	10/27/22	10/31/22	1,050,000.00	5.58	19,763.33	1,050,000.00	1,049,391.00
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 11/03/2022 5.530% 11/03/2025	65558UYF3	1,050,000.00	AA-	Aa3	11/02/22	11/03/22	1,050,000.00	5.53	19,032.42	1,050,000.00	1,036,934.85
Security Type Sub-Total		2,900,000.00					2,900,000.00	5.15	56,471.31	2,900,000.00	2,886,325.85
Bank Note											
PNC BANK NA CORP NOTE (CALLABLE) DTD 06/01/2015 3.250% 06/01/2025	69353REQ7	425,000.00	A	A2	08/09/22	08/11/22	417,775.00	3.89	3,453.13	419,198.85	407,654.48
Security Type Sub-Total		425,000.00					417,775.00	3.89	3,453.13	419,198.85	407,654.48
Asset-Backed Security											
BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	37,539.08	AAA	Aaa	03/02/21	03/10/21	37,537.89	0.29	1.81	37,538.71	37,340.64
TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	145,348.31	AAA	Aaa	04/13/21	04/21/21	145,331.35	0.39	17.32	145,341.85	143,853.37
GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	190,226.80	AAA	NR	05/18/21	05/26/21	190,196.93	0.35	19.76	190,214.58	188,042.88
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	14,064.49	AAA	Aaa	01/21/20	01/29/20	14,062.84	1.85	7.95	14,063.98	14,005.34
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	3,660.56	AAA	Aaa	01/21/20	01/29/20	3,659.76	1.87	3.04	3,660.28	3,656.10
TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	90,043.56	AAA	Aaa	07/21/20	07/27/20	90,036.63	0.44	17.61	90,040.89	88,817.66
BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	37,830.43	AAA	NR	07/08/20	07/15/20	37,827.57	0.48	3.03	37,829.32	37,349.25

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Asset-Backed Security											
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	61,725.51	AAA	NR	01/14/20	01/22/20	61,713.40	1.89	51.85	61,721.07	61,144.06
HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	71,839.04	AAA	NR	07/14/20	07/22/20	71,825.59	0.48	15.33	71,833.55	71,013.59
MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	84,172.43	AAA	NR	06/16/20	06/23/20	84,165.85	0.55	20.58	84,169.64	82,809.45
VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	198,641.28	NR	Aaa	08/04/20	08/12/20	198,599.56	0.47	28.53	198,623.06	196,340.91
WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	97,948.48	AAA	NR	06/16/20	06/24/20	97,940.80	0.63	27.43	97,945.01	96,134.55
VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	165,000.00	NR	Aaa	06/07/22	06/14/22	164,986.87	3.44	173.43	164,989.88	161,239.27
KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	210,000.00	NR	Aaa	04/06/21	04/14/21	209,957.03	0.62	57.87	209,975.64	201,029.49
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	163,549.10	AAA	NR	04/20/21	04/28/21	163,531.89	0.38	27.62	163,539.11	158,353.77
KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	350,000.00	NR	Aaa	07/20/21	07/28/21	349,986.81	0.56	87.11	349,991.68	330,465.69
HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	270,000.00	NR	Aaa	11/16/21	11/24/21	269,943.08	0.89	66.00	269,960.39	256,573.58
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	193,181.20	AAA	NR	04/13/21	04/21/21	193,139.56	0.52	44.65	193,155.60	186,535.69
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	210,000.00	AAA	NR	11/09/21	11/17/21	209,953.13	0.75	69.07	209,966.53	199,364.07
FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	255,000.00	AAA	NR	01/19/22	01/24/22	254,969.71	1.29	146.20	254,977.29	242,843.92
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	445,000.00	AAA	Aaa	07/21/21	07/28/21	444,926.80	0.55	108.78	444,950.65	424,085.18

Managed Account Detail of Securities Held

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	295,000.00	AAA	Aaa	05/10/22	05/18/22	294,984.66	3.21	157.83	294,987.48	286,674.36
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	265,000.00	AAA	Aaa	09/20/21	09/27/21	264,943.26	0.58	68.31	264,959.53	246,645.38
COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	270,000.00	AAA	Aaa	10/19/21	10/27/21	269,994.90	0.77	92.40	269,996.30	255,284.97
TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	285,000.00	AAA	Aaa	04/07/22	04/13/22	284,993.33	2.93	371.13	284,994.66	274,938.96
GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	175,000.00	AAA	Aaa	10/13/21	10/21/21	174,995.54	0.68	49.58	174,996.78	165,206.35
HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	275,000.00	AAA	NR	03/09/22	03/16/22	274,989.41	2.22	271.33	274,991.62	262,769.54
WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	330,000.00	AAA	NR	10/26/21	11/03/21	329,955.05	0.81	118.80	329,967.06	315,545.47
KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	505,000.00	NR	Aaa	03/15/22	03/23/22	504,927.79	2.67	599.27	504,942.65	477,013.20
COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/15/2026	14041NFY2	500,000.00	AAA	NR	11/18/21	11/30/21	499,931.10	1.04	231.11	499,948.45	466,085.10
ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	520,000.00	AAA	Aaa	05/10/22	05/18/22	519,899.33	3.31	764.98	519,916.93	505,358.98
GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	215,000.00	AAA	NR	01/11/22	01/19/22	214,981.32	1.26	112.88	214,985.62	204,955.22
KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7	670,000.00	NR	Aaa	07/14/22	07/21/22	669,877.19	4.09	1,217.91	669,894.22	649,434.48
HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	505,000.00	AAA	Aaa	04/12/22	04/20/22	504,915.92	3.06	686.80	504,930.95	489,771.73
GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	245,000.00	AAA	Aaa	04/05/22	04/13/22	244,948.80	3.10	316.46	244,958.11	236,309.43

Managed Account Detail of Securities Held

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	390,000.00	AAA	Aaa	04/21/22	04/28/22	389,940.68	3.49	604.93	389,951.06	379,036.71
COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	500,000.00	AAA	NR	03/23/22	03/30/22	499,962.30	2.80	622.22	499,969.29	477,582.00
TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	225,000.00	AAA	NR	08/08/22	08/16/22	224,962.40	3.76	376.00	224,966.75	219,265.79
CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	565,000.00	AAA	NR	07/12/22	07/20/22	564,986.67	3.97	996.91	564,988.40	552,731.08
GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	340,000.00	NR	Aaa	07/06/22	07/13/22	339,997.65	3.64	515.67	339,997.96	328,656.14
COMET 2022-A2 A DTD 06/14/2022 3.490% 05/15/2027	14041NGA3	740,000.00	AAA	NR	06/06/22	06/14/22	739,881.75	3.49	1,147.82	739,898.87	714,992.96
NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	495,000.00	AAA	Aaa	09/20/22	09/28/22	494,897.58	4.46	981.20	494,906.90	487,767.80
DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027	254683CS2	570,000.00	NR	Aaa	05/19/22	05/26/22	569,953.66	3.32	841.07	569,960.78	550,203.67
AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027	02582JJT8	815,000.00	AAA	NR	05/17/22	05/24/22	814,819.72	3.39	1,227.93	814,847.57	785,692.44
ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	945,000.00	AAA	Aaa	10/04/22	10/12/22	944,988.28	4.76	1,999.20	944,989.26	938,979.88
HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3	720,000.00	AAA	NR	11/01/22	11/09/22	719,996.54	5.39	1,724.80	719,996.77	722,080.80
DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027	254683CW3	665,000.00	AAA	Aaa	08/02/22	08/09/22	664,917.47	3.56	1,052.18	664,926.82	642,367.72
CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	670,000.00	AAA	NR	10/26/22	10/31/22	669,842.89	5.35	1,590.13	669,853.75	672,815.54
MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	865,000.00	AAA	Aaa	11/15/22	11/22/22	864,828.90	5.21	2,002.96	864,838.70	866,258.23

Managed Account Detail of Securities Held

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
TAOT 2022-D A3 DTD 11/08/2022 5.300% 09/15/2027	89239HAD0	240,000.00	NR	Aaa	11/01/22	11/08/22	239,976.31	5.30	565.33	239,977.82	241,828.08
TAOT 2023-A A3 DTD 01/30/2023 4.630% 09/15/2027	891940AC2	340,000.00	AAA	NR	01/24/23	01/30/23	339,999.83	4.63	699.64	339,999.83	336,109.41
AMXCA 2022-4 A DTD 11/03/2022 4.950% 10/15/2027	02582JJX9	270,000.00	AAA	NR	10/27/22	11/03/22	269,986.61	4.95	594.00	269,987.48	269,911.36
HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0	360,000.00	NR	Aaa	02/13/23	02/23/23	359,963.75	5.05	404.00	359,963.87	357,538.75
Security Type Sub-Total		18,064,770.27					18,062,533.64	3.13	23,999.75	18,062,980.95	17,560,809.99
Managed Account Sub-Total		110,188,024.88					110,327,101.81	2.33	519,806.53	110,188,151.15	106,062,014.95
Securities Sub-Total		\$110,188,024.88					\$110,327,101.81	2.33%	\$519,806.53	\$110,188,151.15	\$106,062,014.95
Accrued Interest											\$519,806.53
Total Investments											\$106,581,821.48

Bolded items are forward settling trades.

Managed Account Security Transactions & Interest

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
BUY										
01/30/23	02/01/23	US TREASURY N/B NOTES DTD 01/15/2023 3.875% 01/15/2026	91282CGE5	4,650,000.00	(4,639,283.20)	(8,461.84)	(4,647,745.04)			
01/30/23	02/01/23	INTEL CORP NOTES (CALLABLE) DTD 07/29/2015 3.700% 07/29/2025	458140AS9	385,000.00	(376,291.30)	(79.14)	(376,370.44)			
02/03/23	02/09/23	NATIONAL RURAL UTIL COOP CORP NOTES (CAL DTD 02/09/2023 4.450% 03/13/2026	63743HFH0	275,000.00	(273,979.75)	0.00	(273,979.75)			
02/13/23	02/15/23	PEPSICO INC CORP NOTES (CALLABLE) DTD 02/15/2023 4.550% 02/13/2026	713448FQ6	795,000.00	(794,538.90)	0.00	(794,538.90)			
02/13/23	02/23/23	HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0	360,000.00	(359,963.75)	0.00	(359,963.75)			
02/27/23	03/01/23	COLGATE-PALMOLIVE CO CORPORATE NOTES DTD 03/01/2023 4.800% 03/02/2026	194162AQ6	460,000.00	(459,466.40)	0.00	(459,466.40)			

Transaction Type Sub-Total			6,925,000.00	(6,903,523.30)	(8,540.98)	(6,912,064.28)
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INTEREST										
02/01/23	02/01/23	LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.444% 08/01/2023	54438CYH9	235,000.00	0.00	521.70	521.70			
02/01/23	02/01/23	BANK OF AMERICA CORP NOTES DTD 07/30/2015 3.875% 08/01/2025	06051GFS3	475,000.00	0.00	9,203.13	9,203.13			
02/01/23	02/25/23	FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	424,915.43	0.00	956.77	956.77			
02/01/23	02/25/23	FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	578,560.01	0.00	1,615.15	1,615.15			
02/01/23	02/25/23	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	256,287.70	0.00	640.72	640.72			
02/01/23	02/25/23	FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	550,000.00	0.00	1,372.71	1,372.71			
02/05/23	02/05/23	LINDE INC/CT (CALLABLE) CORPORATE NOTES DTD 02/05/2015 2.650% 02/05/2025	74005PBN3	325,000.00	0.00	4,306.25	4,306.25			

Managed Account Security Transactions & Interest

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	02/06/23	02/06/23	STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026	857477BR3	225,000.00	0.00	1,964.25	1,964.25			
	02/07/23	02/07/23	NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	340,000.00	0.00	3,187.50	3,187.50			
	02/09/23	02/09/23	AMERICAN HONDA FINANCE CORPORATE NOTES DTD 09/09/2021 0.750% 08/09/2024	02665WDY4	275,000.00	0.00	1,031.25	1,031.25			
	02/09/23	02/09/23	PACCAR FINANCIAL CORP CORPORATE NOTES DTD 08/09/2021 0.500% 08/09/2024	69371RR40	265,000.00	0.00	662.50	662.50			
	02/10/23	02/10/23	MERCK & CO INC CORP NOTES DTD 02/10/2015 2.750% 02/10/2025	58933YAR6	225,000.00	0.00	3,093.75	3,093.75			
	02/12/23	02/12/23	BMW US CAPITAL LLC CORPORATE NOTES DTD 08/12/2021 0.750% 08/12/2024	05565EBU8	205,000.00	0.00	768.75	768.75			
	02/12/23	02/12/23	UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024	904764BN6	275,000.00	0.00	860.75	860.75			
	02/13/23	02/13/23	TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	350,000.00	0.00	3,150.00	3,150.00			
	02/15/23	02/15/23	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	210,000.00	0.00	129.50	129.50			
	02/15/23	02/15/23	CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	670,000.00	0.00	2,981.50	2,981.50			
	02/15/23	02/15/23	TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	104,201.39	0.00	38.21	38.21			
	02/15/23	02/15/23	COLGATE-PALMOLIVE CO CORPORATE NOTES DTD 08/09/2022 3.100% 08/15/2025	194162AM5	115,000.00	0.00	1,841.92	1,841.92			
	02/15/23	02/15/23	TAOT 2022-D A3 DTD 11/08/2022 5.300% 09/15/2027	89239HAD0	240,000.00	0.00	1,060.00	1,060.00			

Managed Account Security Transactions & Interest

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
INTEREST										
02/15/23	02/15/23	HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	84,653.99	0.00	33.86	33.86			
02/15/23	02/15/23	ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	520,000.00	0.00	1,434.33	1,434.33			
02/15/23	02/15/23	KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	505,000.00	0.00	1,123.63	1,123.63			
02/15/23	02/15/23	CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	565,000.00	0.00	1,869.21	1,869.21			
02/15/23	02/15/23	NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	495,000.00	0.00	1,839.75	1,839.75			
02/15/23	02/15/23	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	445,000.00	0.00	203.96	203.96			
02/15/23	02/15/23	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	108,228.58	0.00	56.82	56.82			
02/15/23	02/15/23	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	204,560.88	0.00	88.64	88.64			
02/15/23	02/15/23	FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	255,000.00	0.00	274.13	274.13			
02/15/23	02/15/23	US TREASURY N/B NOTES DTD 08/15/2021 0.375% 08/15/2024	91282CCT6	1,100,000.00	0.00	2,062.50	2,062.50			
02/15/23	02/15/23	COMET 2022-A2 A DTD 06/14/2022 3.490% 05/15/2027	14041NGA3	740,000.00	0.00	2,152.17	2,152.17			
02/15/23	02/15/23	MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	865,000.00	0.00	3,755.54	3,755.54			
02/15/23	02/15/23	AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027	02582JJT8	815,000.00	0.00	2,302.38	2,302.38			
02/15/23	02/15/23	COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	500,000.00	0.00	1,166.67	1,166.67			
02/15/23	02/15/23	HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	275,000.00	0.00	508.75	508.75			
02/15/23	02/15/23	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	70,642.98	0.00	111.26	111.26			
02/15/23	02/15/23	ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	945,000.00	0.00	3,748.50	3,748.50			

Managed Account Security Transactions & Interest

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
INTEREST										
02/15/23	02/15/23	TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	285,000.00	0.00	695.88	695.88			
02/15/23	02/15/23	DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027	254683CS2	570,000.00	0.00	1,577.00	1,577.00			
02/15/23	02/15/23	HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	505,000.00	0.00	1,287.75	1,287.75			
02/15/23	02/15/23	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	390,000.00	0.00	1,134.25	1,134.25			
02/15/23	02/15/23	AMXCA 2022-4 A DTD 11/03/2022 4.950% 10/15/2027	02582JJX9	270,000.00	0.00	1,113.75	1,113.75			
02/15/23	02/15/23	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	95,296.68	0.00	43.68	43.68			
02/15/23	02/15/23	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	270,000.00	0.00	173.25	173.25			
02/15/23	02/15/23	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	175,280.90	0.00	55.51	55.51			
02/15/23	02/15/23	TAOT 2023-A A3 DTD 01/30/2023 4.630% 09/15/2027	891940AC2	340,000.00	0.00	655.92	655.92			
02/15/23	02/15/23	KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	210,000.00	0.00	108.50	108.50			
02/15/23	02/15/23	KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7	670,000.00	0.00	2,283.58	2,283.58			
02/15/23	02/15/23	KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	350,000.00	0.00	163.33	163.33			
02/15/23	02/15/23	TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	225,000.00	0.00	705.00	705.00			
02/15/23	02/15/23	COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/15/2026	14041NFY2	500,000.00	0.00	433.33	433.33			
02/15/23	02/15/23	US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	3,150,000.00	0.00	1,968.75	1,968.75			
02/15/23	02/15/23	DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	265,000.00	0.00	128.08	128.08			
02/15/23	02/15/23	DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027	254683CW3	665,000.00	0.00	1,972.83	1,972.83			

Managed Account Security Transactions & Interest

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
INTEREST										
02/15/23	02/15/23	HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	9,387.64	0.00	14.63	14.63			
02/15/23	02/15/23	MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	5,996.77	0.00	2.00	2.00			
02/15/23	02/15/23	HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3	720,000.00	0.00	3,234.00	3,234.00			
02/15/23	02/15/23	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	330,000.00	0.00	222.75	222.75			
02/16/23	02/16/23	JPMORGAN CHASE & CO CORP NOTES (CALLABLE DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	295,000.00	0.00	830.43	830.43			
02/16/23	02/16/23	GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	175,000.00	0.00	99.17	99.17			
02/16/23	02/16/23	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	215,000.00	0.00	225.75	225.75			
02/16/23	02/16/23	GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	245,000.00	0.00	632.92	632.92			
02/16/23	02/16/23	GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	340,000.00	0.00	1,031.33	1,031.33			
02/18/23	02/18/23	MORGAN STANLEY CORP NOTES (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026	61747YEM3	585,000.00	0.00	7,692.75	7,692.75			
02/20/23	02/20/23	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	295.62	0.00	0.48	0.48			
02/20/23	02/20/23	VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	165,000.00	0.00	473.00	473.00			
02/20/23	02/20/23	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	23,205.19	0.00	35.77	35.77			
02/20/23	02/20/23	VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	237,843.06	0.00	93.16	93.16			
02/20/23	02/20/23	TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	171,815.88	0.00	55.84	55.84			
02/20/23	02/20/23	GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	225,084.87	0.00	63.77	63.77			

Managed Account Security Transactions & Interest

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	02/21/23	02/21/23	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	270,000.00	0.00	198.00	198.00			
	02/22/23	02/22/23	COOPERAT RABOBANK UA/NY CORPORATE NOTES DTD 08/22/2022 3.875% 08/22/2024	21688AAU6	465,000.00	0.00	9,009.38	9,009.38			
	02/25/23	02/25/23	BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	45,262.92	0.00	18.11	18.11			
	02/25/23	02/25/23	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	295,000.00	0.00	789.13	789.13			
	02/25/23	02/25/23	BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	52,827.73	0.00	12.77	12.77			

Transaction Type Sub-Total					28,644,348.22	0.00	101,353.94	101,353.94			
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PAYDOWNS											
	02/01/23	02/25/23	FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	440.20	440.20	0.00	440.20	14.91	14.91	
	02/01/23	02/25/23	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	4,244.93	4,244.93	0.00	4,244.93	(278.57)	0.00	
	02/01/23	02/25/23	FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	7,823.40	7,823.40	0.00	7,823.40	235.31	0.00	
	02/15/23	02/15/23	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	8,917.47	8,917.47	0.00	8,917.47	1.75	0.00	
	02/15/23	02/15/23	TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	14,157.83	14,157.83	0.00	14,157.83	1.09	0.00	
	02/15/23	02/15/23	MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	5,996.77	5,996.77	0.00	5,996.77	0.30	0.00	
	02/15/23	02/15/23	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	11,124.25	11,124.25	0.00	11,124.25	0.87	0.00	
	02/15/23	02/15/23	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	10,280.10	10,280.10	0.00	10,280.10	0.81	0.00	
	02/15/23	02/15/23	HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	5,727.08	5,727.08	0.00	5,727.08	1.25	0.00	

Managed Account Security Transactions & Interest

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
PAYDOWNS											
	02/15/23	02/15/23	HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	12,814.95	12,814.95	0.00	12,814.95	2.40	0.00	
	02/15/23	02/15/23	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	11,731.80	11,731.80	0.00	11,731.80	1.23	0.00	
	02/15/23	02/15/23	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	11,379.68	11,379.68	0.00	11,379.68	2.45	0.00	
	02/20/23	02/20/23	VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	39,201.78	39,201.78	0.00	39,201.78	8.23	0.00	
	02/20/23	02/20/23	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	9,140.70	9,140.70	0.00	9,140.70	1.07	0.00	
	02/20/23	02/20/23	GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	34,858.07	34,858.07	0.00	34,858.07	5.47	0.00	
	02/20/23	02/20/23	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	295.62	295.62	0.00	295.62	0.02	0.00	
	02/20/23	02/20/23	TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	26,467.57	26,467.57	0.00	26,467.57	3.09	0.00	
	02/25/23	02/25/23	BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	15,288.65	15,288.65	0.00	15,288.65	0.48	0.00	
	02/25/23	02/25/23	BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	7,432.49	7,432.49	0.00	7,432.49	0.56	0.00	
Transaction Type Sub-Total					237,323.34	237,323.34	0.00	237,323.34	2.72	14.91	
SELL											
	01/30/23	02/01/23	FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	700,000.00	682,276.00	763.20	683,039.20	(16,660.00)	(17,525.41)	FIFO
	01/30/23	02/01/23	CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/17/2021 0.450% 05/17/2024	14913R2L0	475,000.00	449,435.50	439.38	449,874.88	(24,928.00)	(25,290.97)	FIFO
	01/30/23	02/01/23	CT ST TXBL GO BONDS DTD 06/11/2020 2.000% 07/01/2023	20772KJV2	100,000.00	98,958.00	166.67	99,124.67	(1,639.00)	(1,122.31)	FIFO
	01/30/23	02/01/23	CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023	22552G3C2	725,000.00	720,960.30	3,814.10	724,774.40	(4,039.70)	(4,039.70)	FIFO

Managed Account Security Transactions & Interest

For the Month Ending **February 28, 2023**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
SELL										
01/30/23	02/01/23	GOLDMAN SACHS CORP NOTES DTD 03/03/2014 4.000% 03/03/2024	38141GVM3	225,000.00	222,606.00	3,700.00	226,306.00	(25,398.00)	(10,434.23)	FIFO
01/30/23	02/01/23	LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.444% 08/01/2023	54438CYH9	235,000.00	230,093.20	0.00	230,093.20	(4,906.80)	(4,906.80)	FIFO
01/30/23	02/01/23	CHARLES SCHWAB CORP NOTES (CALLABLE) DTD 03/18/2021 0.750% 03/18/2024	808513BN4	300,000.00	286,569.00	831.25	287,400.25	(13,281.00)	(13,374.75)	FIFO
01/30/23	02/01/23	COMCAST CORP (CALLABLE) CORPORATE NOTES DTD 10/05/2018 3.700% 04/15/2024	20030NCR0	300,000.00	296,391.00	3,268.33	299,659.33	(32,286.00)	(11,942.49)	FIFO
01/30/23	02/01/23	TARGET CORP CORPORATE NOTES DTD 06/26/2014 3.500% 07/01/2024	87612EBD7	350,000.00	344,246.00	1,020.83	345,266.83	(27,678.00)	(17,725.20)	FIFO
01/30/23	02/01/23	BRISTOL MYERS SQUIBB CO CORP NOTES (CALL DTD 01/26/2020 2.900% 07/26/2024	110122CM8	156,000.00	152,022.00	62.83	152,084.83	(16,877.64)	(8,831.99)	FIFO
01/30/23	02/01/23	JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/10/2021 0.450% 06/07/2024	24422EVQ9	130,000.00	122,775.90	87.75	122,863.65	(7,061.60)	(7,150.95)	FIFO
01/30/23	02/01/23	AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	225,000.00	213,390.00	222.19	213,612.19	(11,281.50)	(11,470.33)	FIFO
01/30/23	02/01/23	FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	475,000.00	462,973.00	517.88	463,490.88	(11,542.50)	(11,936.98)	FIFO
01/30/23	02/01/23	UNITEDHEALTH GROUP INC (CALLABLE) CORP N DTD 05/19/2021 0.550% 05/15/2024	91324PEB4	325,000.00	308,343.75	377.36	308,721.11	(16,318.25)	(16,511.08)	FIFO
02/03/23	02/09/23	US TREASURY NOTES DTD 11/15/2020 0.250% 11/15/2023	91282CAW1	275,000.00	265,643.55	163.33	265,806.88	(9,614.26)	(9,423.24)	FIFO
02/13/23	02/15/23	US TREASURY NOTES DTD 11/15/2020 0.250% 11/15/2023	91282CAW1	825,000.00	796,801.76	524.17	797,325.93	(28,971.68)	(28,394.29)	FIFO
02/28/23	03/01/23	US TREASURY NOTES DTD 11/15/2020 0.250% 11/15/2023	91282CAW1	175,000.00	169,209.96	128.11	169,338.07	(5,954.10)	(5,829.49)	FIFO
Transaction Type Sub-Total				5,996,000.00	5,822,694.92	16,087.38	5,838,782.30	(258,438.03)	(205,910.21)	



Managed Account Security Transactions & Interest

For the Month Ending February 28, 2023

CITY OF ANTIOCH, CA - 04380500

Transaction Type					Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
Managed Account Sub-Total					(843,505.04)	108,900.34	(734,604.70)	(258,435.31)	(205,895.30)	
Total Security Transactions					(\$843,505.04)	\$108,900.34	(\$734,604.70)	(\$258,435.31)	(\$205,895.30)	

Bolded items are forward settling trades.

CITY OF
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CLAIMS BY FUND REPORT
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MARCH 31 - APRIL 13, 2023
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100 General Fund

Non departmental

00002629	SERVICE PROS PLUMBERS INC	REFUNDABLE BOND	1,500.00
00405944	PARS	PAYROLL	4,477.53
00405947	RANEY PLANNING & MANAGEMENT INC	CONSULTANT SERVICES	4,490.00
00405998	COLONIAL LIFE	PAYROLL	896.05
00406021	FDAC EBA	PAYROLL	88,941.32
00406026	GONSALVES FAMILY TRUST	OVERPAYMENT REFUND	4.00
00406036	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES	440.00
00406056	QUADIENT LEASING USA INC	POSTAGE MACHINE LEASE	1,403.39
00406057	QUADIENT LEASING USA INC	POSTAGE	3,809.15
00945179	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	30,782.08

City Council

00406002	COSTCO	BUSINESS CARDS	122.29
00406076	VERIZON WIRELESS	DATA USAGE	103.22

City Attorney

00405976	ATKINSON ANDELSON LOYA RUUD & ROMO	LEGAL SERVICES	9,162.00
00405977	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,247.88
00405997	COLE HUBER LLP	LEGAL SERVICES RENDERED	66.00
00406027	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	19,624.50
00406032	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	2,954.00
00406036	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES RENDERED	467.50
00406038	LEONE ALBERTS AND DUUS	LEGAL SERVICES RENDERED	5,428.51
00406039	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES RENDERED	2,009.00
00406045	MEYERS NAVE A PROFESSIONAL CORP	LEGAL SERVICES RENDERED	52,886.08
00406050	OFFICE DEPOT INC	OFFICE SUPPLIES	16.12
00406064	SHRED IT INC	DOCUMENT SHREDDING SERVICES	110.36
00406076	VERIZON WIRELESS	DATA USAGE	103.07
00945181	CANON FINANCIAL SERVICES	COPIER LEASE	153.48

City Manager

00405969	AMBIUS	OFFICE FURNITURE	340.91
00405980	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	34.04
00405981	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	280.72
00405995	CALIF, STATE OF	USE TAX REMITTANCE	0.65
00406002	COSTCO	SUPPLIES	267.71
00406076	VERIZON WIRELESS	DATA USAGE	119.65
00945181	CANON FINANCIAL SERVICES	COPIER LEASE	153.49

City Clerk

00405922	EIDEN, KITTY J	MINUTES CLERK	1,925.00
00406018	EIDEN, KITTY J	MINUTES CLERK	1,487.50
00406061	ROSALES, VANESSA ROSE	EXPENSE REIMBURSEMENT	1,163.30
00406064	SHRED IT INC	DOCUMENT SHREDDING SERVICES	55.19
00945182	CARTER, RONN	PROFESSIONAL SERVICES	510.00

City Treasurer

00405945	PFM ASSET MANAGEMENT LLC	ADVISORY SERVICES	10,379.70
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CITY OF
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CLAIMS BY FUND REPORT
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Human Resources

00405978	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,826.39
00406064	SHRED IT INC	DOCUMENT SHREDDING SERVICES	110.36
00406069	STERICYCLE INC	DOCUMENT SHREDDING SERVICES	106.35

Economic Development

00405982	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	100.00
00406070	SWEET, BRET ALEXANDER	EXPENSE REIMBURSEMENT	220.45
00406076	VERIZON WIRELESS	DATA USAGE	51.61
00945181	CANON FINANCIAL SERVICES	COPIER LEASE	153.49

Finance Administration

00406050	OFFICE DEPOT INC	OFFICE SUPPLIES	25.73
00945193	RAY MORGAN COMPANY	FINANCE COPIER USAGE	564.31

Finance Accounting

00406050	OFFICE DEPOT INC	OFFICE SUPPLIES	32.56
00406064	SHRED IT INC	DOCUMENT SHREDDING SERVICES	55.20

Finance Operations

00945168	COMPUTERLAND	RECEIPT PRINTER	400.62
00945192	PITNEY BOWES INC	INSERTER CONTRACT	1,503.49

Non Departmental

00405918	DRAMA FACTORY, THE	CIVIC ENH GRANT FY23	2,880.00
00405974	ANTIOCH ROTARY CLUB	CIVIC ENH GRANT FY23	3,000.00
00406007	DAVID WELLHOUSE AND ASSOC INC	STATE MANDATE FILING	5,500.00
00406009	DELTA VETERANS GROUP	CIVIC ENH GRANT 2023	6,500.00
00406026	GONSALVES FAMILY TRUST	OVERPAYMENT REFUND	310.00
00406048	MUNICIPAL POOLING AUTHORITY	PAYROLL	108,915.69

Public Works Administration

00405995	CALIF, STATE OF	USE TAX REMITTANCE	3.11
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Public Works Street Maintenance

00405932	INTERSTATE SALES	MATERIALS	18,372.15
00405935	LIM AUTOMOTIVE SUPPLY INC	AUTOMOTIVE REPAIR MATERIALS	21.93
00405938	OFFICE DEPOT INC	OFFICE SUPPLIES	438.99
00405995	CALIF, STATE OF	USE TAX REMITTANCE	74.98
00406017	EAST BAY WORK WEAR	SHOES	300.00
00406020	FASTSIGNS	2023 PW WEEK BANNER	29.36
00406042	LOWES COMPANIES INC	CONCRETE	33.88
00406063	SAM CLAR OFFICE FURNITURE	FURNITURE REMOVAL SERVICE	1,926.38
00945176	SATELLITE PAINTING INC	PROGRESS PAYMENT	5,117.80
00945190	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50

Public Works-Signal/Street Lights

00405899	AT AND T MOBILITY	PHONE	46.23
00405916	DC ELECTRIC GROUP INC	STREETLIGHT MAINTENANCE	41,821.54
00405943	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,028.64
00406052	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	484.60

Public Works-Facilities Maintenance

00405917	DIABLO ROOFING SERVICES	REPAIR SERVICE	1,200.00
00405936	LUMA BUILDERS	ROOF REPAIR	5,970.00

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00405943	PACIFIC GAS AND ELECTRIC CO	GAS	4,431.73
00405968	ALTA FENCE	BARBWIRE INSTALLATION	520.00
00405972	ANIXTER INC	LOCKS	131.88
00405995	CALIF, STATE OF	USE TAX REMITTANCE	19.86
00406008	DC ELECTRIC GROUP INC	ELECTRICAL SERVICE LABOR	11,335.32
00406020	FASTSIGNS	2023 PW WEEK BANNER	29.36
00406042	LOWES COMPANIES INC	SUPPLIES	1,429.79
00406063	SAM CLAR OFFICE FURNITURE	FURNITURE REMOVAL SERVICE	7,220.74
00945171	GRAINGER INC	SUPPLIES	817.78
00945176	SATELLITE PAINTING INC	PROGRESS PAYMENT	19,174.80
00945190	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,887.50
Public Works-Parks Maint			
00405943	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	190.01
00405968	ALTA FENCE	FENCE REPAIR	1,554.00
00405995	CALIF, STATE OF	USE TAX REMITTANCE	29.57
00406010	DEVIL MOUNTAIN NURSERY LLC	PLANTS FOR LANDSCAPING	3,228.32
00406063	SAM CLAR OFFICE FURNITURE	FURNITURE REMOVAL SERVICE	1,926.38
00406078	WATERSAVERS IRRIGATION	IRRIGATION PARTS	228.72
00945176	SATELLITE PAINTING INC	PROGRESS PAYMENT	5,117.80
00945180	AMERICAN PLUMBING INC	PLUMBING REPAIR	1,201.16
00945195	SITEONE LANDSCAPE SUPPLY HOLDING	SUPPLIES	839.54
Public Works-Median/General Land			
00405957	TERRACARE ASSOCIATES	MAINLINE REPAIR	338.00
00405961	WATERSAVERS IRRIGATION	IRRIGATION REPAIR	422.00
00405995	CALIF, STATE OF	USE TAX REMITTANCE	29.44
00406020	FASTSIGNS	2023 PW WEEK BANNER	29.38
00406042	LOWES COMPANIES INC	MATERIALS	27.10
Police Administration			
00405890	ADAMSON POLICE PRODUCTS	UNIFORMS	1,695.96
00405892	AED USA	SUPPLIES	4,115.00
00405897	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICE	512.50
00405899	AT AND T MOBILITY	DEPARTMENT CELL PHONES	8,901.57
00405900	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	13,748.08
00405902	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,421.25
00405903	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,527.81
00405904	BARBIER SECURITY GROUP	TRAINING FACILITY FEE	375.00
00405911	CONTRA COSTA COUNTY	JAIL FEES	710.00
00405912	CONTRA COSTA FIRE EQUIPMENT	FIRE SERVICE	335.51
00405914	CRIME SCENE CLEANERS INC	HAZMAT	758.00
00405919	DUFF, RYAN JAMES	EXPENSE REIMBURSEMENT	299.99
00405921	EAN SERVICES LLC	CAR RENTAL TOLL CHARGES	32.45
00405925	FLYMOTION	UAS LIGHT & SPEAKER REPAIR	1,749.00
00405930	HUBBARD, TAYLOR NICOLE	CLOTHING REIMBURSEMENT	166.16
00405933	KELLEY, TEKARI TASHAY	PER DIEM	64.00
00405938	OFFICE DEPOT INC	OFFICE SUPPLIES	773.93
00405952	SAN DIEGO POLICE EQUIPMENT CO	AMMUNITION	91,539.11

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00405953	SCHNITZIUS, ANDREW EVERETT	PER DIEM	64.00
00405954	SCHNITZIUS, ANDREW EVERETT	EXPENSE REIMBURSEMENT	433.96
00405964	ZOOM MEDIA CONNECT	ADVERTISING	6,300.00
00405995	CALIF, STATE OF	USE TAX REMITTANCE	1,220.89
00406001	CORDICO PSYCHOLOGICAL CORP	PROFESSIONAL SERVICES	2,000.00
00406003	CRANDELL, ASHLEY MARIE	PER DIEM	295.00
00406004	CRYSTAL CLEAR LOGOS INC	K9 UNIFORMS	1,067.03
00406013	EAN SERVICES LLC	RENTAL CAR	428.30
00406014	EAN SERVICES LLC	RENTAL CAR	13.95
00406037	LC ACTION POLICE SUPPLY	EQUIPMENT	131.59
00406043	MARCOTTE, BROCK A	EXPENSE REIMBURSEMENT	36.00
00406055	PERMANENTE MEDICAL GROUP INC	PAYROLL	3,857.00
00406058	RAMIREZ, JOHN ANTHONY	EXPENSE REIMBURSEMENT	160.00
00406066	SOUZA MELLONE, MICHAEL C	PER DIEM	296.00
00406071	TRANSUNION RISK & ALT DATA SOLUTIONS	DATABASE MAINTENANCE	133.20
00406077	VIGIL JR, JOSEPH	PER DIEM	370.00
00945167	CHAPLIN & HILL INVESTIGATIVE SERVICES	LEGAL SERVICES	2,850.00
00945173	IMAGE SALES INC	ID CARDS	50.93
00945175	PITNEY BOWES INC	MAIL POSTAGE METER	300.72
00945177	WILLIAMS SCOTSMAN INC	EVIDENCE STORAGE	199.31
00945178	ZENCITY TECHNOLOGIES US INC	SOFTWARE	45,000.00
Police Prisoner Custody			
00405995	CALIF, STATE OF	USE TAX REMITTANCE	0.42
Police Community Policing			
00405890	ADAMSON POLICE PRODUCTS	UNIFORMS	406.03
00405897	ARROWHEAD 24 HOUR TOWING INC	CONTRACT TOW	922.50
00405900	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	608.23
00405902	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,157.88
00405903	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	785.48
00405955	SP PLUS CORPORATION	PARKING ENFORCEMENT	21,210.00
00405995	CALIF, STATE OF	USE TAX REMITTANCE	329.60
00406016	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,212.64
Police Traffic Division			
00405979	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	890.02
00405995	CALIF, STATE OF	USE TAX REMITTANCE	61.22
Police Investigations			
00405903	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	62.28
00405979	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	910.91
00405995	CALIF, STATE OF	USE TAX REMITTANCE	11.92
00406049	NAPA SOLANO SART	EXPENSE REIMBURSEMENT	2,400.00
Police Communications			
00405910	COMCAST	CABLE	169.00
00405927	GLOBALSTAR USA	SATELLITE PHONE	314.15
Office Of Emergency Management			
00406000	CONTRA COSTA CAER GROUP INC	MEMBERSHIP DUES	550.00
Police Facilities Maintenance			

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00405995	CALIF, STATE OF	USE TAX REMITTANCE	18.06
00406053	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	222.00
00945180	AMERICAN PLUMBING INC	PLUMBING REPAIR	1,324.50
00945190	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,680.00
Youth Network Services			
00405951	RR TRANSITIONAL HOUSING	PROFESSIONAL SERVICES	3,345.00
00405987	BRIDGE BUILDERS TO THE NEW GEN	PROFESSIONAL SERVICES	8,000.00
00406062	RR TRANSITIONAL HOUSING	PROFESSIONAL SERVICES	4,131.00
00406076	VERIZON WIRELESS	DATA USAGE	51.46
Housing and Homelessness			
00406076	VERIZON WIRELESS	DATA USAGE	51.61
PSCR Administration			
00405995	CALIF, STATE OF	USE TAX REMITTANCE	21.44
00406076	VERIZON WIRELESS	DATA USAGE	51.61
00945181	CANON FINANCIAL SERVICES	COPIER LEASE	229.13
Community Development Land Planning Services			
00405958	URBAN PLANNING PARTNERS	CONSULTANT SERVICES	27,243.75
00405980	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	339.00
00406075	URBAN PLANNING PARTNERS	CONSULTANT SERVICES	52,330.89
CD Code Enforcement			
00405980	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,056.76
00405983	BASS, RONALD	CITATION REFUND	503.50
00405988	CACEO	TRAINING EXPENSE	96.00
00406006	DATA TICKET INC	CONSULTANT SERVICES	202.00
00406021	FDAC EBA	INSURANCE PREMIUM	86.10
00406055	PERMANENTE MEDICAL GROUP INC	PAYROLL	660.00
00945183	DELL COMPUTER CORP	COMPUTER EQUIPMENT	13,924.27
PW Engineer Land Development			
00405938	OFFICE DEPOT INC	OFFICE SUPPLIES	112.08
00405995	CALIF, STATE OF	USE TAX REMITTANCE	18.29
00406076	VERIZON WIRELESS	DATA USAGE	76.02
Community Development Building Inspection			
00405920	EAGLE BUSINESS FORMS INC	BUILDING PERMITS	609.77
00406050	OFFICE DEPOT INC	OFFICE SUPPLIES	83.83
Capital Imp. Administration			
00406076	VERIZON WIRELESS	DATA USAGE	38.01
206 American Rescue Plan Fund			
Non Departmental			
00406023	FELTON INSTITUTE	PROFESSIONAL SERVICES	448,726.33
209 RMRA Fund			
Streets			
00405985	BKF ENGINEERS INC	PROFESSIONAL SERVICES	3,070.00
213 Gas Tax Fund			
Streets			
00405943	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,141.70
00406052	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	164.94

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00406068	STATE CONTROLLERS OFFICE	FY22 STREET REPORT	3,195.36
214	Animal Services Fund		
	Animal Services		
00405901	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,136.47
00405905	BEVERLY, KELLY LYNN	EXPENSE REIMBURSEMENT	244.31
00405929	HILLS PET NUTRITION	PET FOOD	232.85
00405934	KOEFRAN SERVICES INC	PET CREMATION	275.00
00405950	ROO VETERINARY INC	PROFESSIONAL SERVICES	2,005.00
00405962	WESTERN SCIENTIFIC CO INC	MICROSCOPE SERVICES	225.00
00405963	ZOETIS LLC	VETERINARY SUPPLIES	656.58
00405995	CALIF, STATE OF	USE TAX REMITTANCE	8.97
00406016	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	618.12
00406019	FASTRAK VIOLATION PROCESSING	TOLL	7.00
00406029	HILLS PET NUTRITION	PET FOOD	272.78
00406060	ROO VETERINARY INC	PROFESSIONAL SERVICES	1,636.00
219	Recreation Fund		
	Non departmental		
00405895	ANTIOCH UNIFIED SCHOOL DISTRICT	DEPOSIT REFUND	300.00
00405996	CHEEVES, CHRISTINE	DEPOSIT REFUND	500.00
00406028	HIGH, MICHAEL	DEPOSIT REFUND	500.00
00406065	SMITH, SHERRITA	DEPOSIT REFUND	500.00
00406067	SPIKES-CREGGETT, MARIAN	DEPOSIT REFUND	500.00
	Nick Rodriguez Community Cent		
00405995	CALIF, STATE OF	USE TAX REMITTANCE	1.35
00406021	FDAC EBA	INSURANCE PREMIUM	9.02
00406053	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	222.00
00945190	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
	Senior Programs		
00405970	AMERICAN STAGE TOURS	SENIOR TRIP	1,165.00
00405995	CALIF, STATE OF	USE TAX REMITTANCE	4.22
00406021	FDAC EBA	INSURANCE PREMIUM	9.02
00945190	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	4.00
	Recreation Sports Programs		
00405973	ANTHEM SPORTS LLC	SOCCER GOALS	8,729.49
00406076	VERIZON WIRELESS	DATA USAGE	39.02
	Recreation-Comm Center		
00405898	AT AND T MCI	PHONE	70.15
00405943	PACIFIC GAS AND ELECTRIC CO	GAS	34,123.40
00405986	BRADY INDUSTRIES	JANITORIAL SUPPLIES	3,435.59
00405995	CALIF, STATE OF	USE TAX REMITTANCE	20.50
00406012	DUGAND, KARINA	PROFESSIONAL SERVICES	642.60
00406042	LOWES COMPANIES INC	TOOLS	19.57
	Recreation Water Park		
00405968	ALTA FENCE	FENCE REPAIR	520.00
00405971	AMS DOT NET INC	WIRELESS	1,250.00
00405995	CALIF, STATE OF	USE TAX REMITTANCE	580.07

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00405999	COMMERCIAL POOL SYSTEMS INC	TANK RENTAL	73.09
00406034	KNORR SYSTEMS INC	CHEMICALS	1,641.03
00406042	LOWES COMPANIES INC	APPLIANCE	796.54
00406053	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	543.00
00406054	PEPSI COLA COMPANY	CONCESSIONS	1,687.85
00945190	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
221	Asset Forfeiture Fund		
	<i>Non departmental</i>		
00405939	OWENS III, ARTHUR FREDRICK	ASSET FORFEITURE	540.00
222	Measure C/J Fund		
	<i>Streets</i>		
00405937	NATL DATA & SURVEYING SERVICES	PROFESSIONAL SERVICES	2,099.00
00405995	CALIF, STATE OF	USE TAX REMITTANCE	22.86
00406022	FEDEX	POSTAGE	3.27
229	Pollution Elimination Fund		
	<i>Channel Maintenance Operation</i>		
00405893	AL FRESCO LANDSCAPING INC	STORM CLEAN UP SERVICES	5,400.00
00406042	LOWES COMPANIES INC	MATERIALS	687.39
00406053	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	1,050.00
251	Lone Tree SLLMD Fund		
	<i>Lonetree Maintenance Zone 3</i>		
00405995	CALIF, STATE OF	USE TAX REMITTANCE	10.38
252	Downtown SLLMD Fund		
	<i>Downtown Maintenance</i>		
00405995	CALIF, STATE OF	USE TAX REMITTANCE	1.76
254	Hillcrest SLLMD Fund		
	<i>Hillcrest Maintenance Zone 4</i>		
00405956	STEWARTS TREE SERVICE INC	TREE SERVICE	2,350.00
255	Park 1A Maintenance District Fund		
	<i>Park 1A Maintenance District</i>		
00405943	PACIFIC GAS AND ELECTRIC CO	GAS	182.67
256	Citywide 2A Maintenance District Fund		
	<i>Citywide 2A Maintenance Zone10</i>		
00405957	TERRACARE ASSOCIATES	MAINLINE REPAIR	450.00
257	SLLMD Administration Fund		
	<i>SLLMD Administration</i>		
00405995	CALIF, STATE OF	USE TAX REMITTANCE	6.82
259	East Lone Tree SLLMD Fund		
	<i>Zone 1-District 10</i>		
00405995	CALIF, STATE OF	USE TAX REMITTANCE	9.32
311	Capital Improvement Fund		
	<i>Non departmental</i>		
00406044	MERCOZA	RELEASE OF RETENTION	29,613.43
	<i>Public Buildings & Facilities</i>		
00406080	WOODARD AND CURRAN	PROFESSIONAL SERVICES	16,601.22
312	Prewett Family Park Fund		

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Parks & Open Space

00406072	TREETOP PRODUCTS CONSOLIDATED	CONCESSIONS TABLES	8,824.89
00406081	YAMAHA GOLF CARS OF CA INC	UTILITY CART	15,304.64

570 Equipment Maintenance Fund

Non departmental

00406030	HUNT AND SONS INC	FUEL	25,944.54
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Equipment Maintenance

00405935	LIM AUTOMOTIVE SUPPLY INC	AUTOMOTIVE REPAIR PARTS	2,128.58
00405960	WALNUT CREEK FORD	AUTO PARTS	1,440.23
00405995	CALIF, STATE OF	USE TAX REMITTANCE	177.29
00406015	EAST BAY TIRE CO	TIRES	1,123.69
00406025	FRONTIER ENERGY INC	PROFESSIONAL SERVICES	5,296.75
00406040	LIM AUTOMOTIVE SUPPLY INC	AUTOMOTIVE REPAIR PARTS	793.69
00406042	LOWES COMPANIES INC	AUTO SHOP SUPPLIES	211.26
00406047	MUNICIPAL MAINT EQUIPMENT INC	REPAIR SERVICES	375.10
00406051	OREILLY AUTO PARTS	AUTO PARTS	94.10
00945191	PETERSON TRACTOR CO	REPAIR SERVICE	1,413.03

573 Information Services Fund

Information Services

00406076	VERIZON WIRELESS	DATA USAGE	1,639.15
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Network Support & PCs

00945184	DIGITAL SERVICES	WEBSITE MAINTENANCE	7,735.00
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Telephone System

00405898	AT AND T MCI	PHONE	4,626.02
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Office Equipment Replacement

00405995	CALIF, STATE OF	USE TAX REMITTANCE	41.60
00945183	DELL COMPUTER CORP	COMPUTER EQUIPMENT	34,915.88

577 Post Retirement Medical-Police Fund

Non Departmental

00945174	RETIREE	MEDICAL AFTER RETIREMENT	2,484.72
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611 Water Fund

Non departmental

00405931	IDN WILCO	MASTER PAD LOCKS	1,020.03
00405984	BISHOP CO	TOOLS	1,266.96
00405986	BRADY INDUSTRIES	JANITORIAL SUPPLIES	2,689.77
00405995	CALIF, STATE OF	USE TAX REMITTANCE	31.62
00406017	EAST BAY WORK WEAR	SWEATSHIRTS	517.76
00406040	LIM AUTOMOTIVE SUPPLY INC	GLOVES	2,268.01
00406042	LOWES COMPANIES INC	DISINFECTANT WIPES	156.59
00406079	WEBSOFT DEVELOPERS INC	SOFTWARE ANNUAL FEE	9,800.00
00945171	GRAINGER INC	MATERIALS	485.60
00945186	GRAINGER INC	SAFETY GEAR	802.44
00945187	HAMMONS SUPPLY COMPANY	JANITORIAL SUPPLIES	812.54

Water Supervision

00406021	FDAC EBA	PAYROLL	16.40
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Water Production

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00405896	ARAMARK UNIFORM SERVICES	SUPPLIES	86.81
00405898	AT AND T MCI	PHONE	140.31
00405906	BIG SKY LOGOS AND EMBROIDERY	SWEATSHIRTS	726.44
00405907	BORGES AND MAHONEY	PROJECTION SCREEN	458.85
00405908	BRENNTAG PACIFIC INC	CHEMICALS	8,357.72
00405913	CONTRA COSTA WATER DISTRICT	UNTREATED WATER	1,000,781.78
00405923	FASTENAL CO	TOOLS AND MATERIALS	150.53
00405924	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	494.74
00405928	HACH CO	LAB SUPPLIES	3,565.80
00405938	OFFICE DEPOT INC	OFFICE SUPPLIES	199.39
00405943	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	138.39
00405946	POLYDYNE INC	CENTRIFUGE POLYMER	6,903.68
00405967	ALAMEDA ELECTRICAL DISTRIBUTORS	SOFTWARE	10,671.99
00405975	ARAMARK UNIFORM SERVICES	SUPPLIES	86.81
00405995	CALIF, STATE OF	USE TAX REMITTANCE	928.20
00406017	EAST BAY WORK WEAR	CLOTHING	157.63
00406020	FASTSIGNS	2023 PW WEEK BANNER	29.36
00406024	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	378.34
00406031	IDN WILCO	SUPPLIES	715.40
00406035	LAW OFFICE OF MATTHEW EMRICK	LEGAL SERVICES	1,280.00
00406042	LOWES COMPANIES INC	STORAGE BENCH	2,801.47
00406074	UNIVAR SOLUTIONS USA INC	CHEMICALS	6,778.09
00945169	CONSOLIDATED ELECTRICAL DIST INC	ELECTRICAL SUPPLIES	301.30
00945170	EUROFINS EATON ANALYTICAL INC	WATER TESTING & ANALYSIS	60.00
00945172	ICR ELECTRICAL CONTRACTORS	ELECTRICAL WORK	12,007.92
00945185	EUROFINS EATON ANALYTICAL INC	WATER TESTING & ANALYSIS	1,265.00
00945186	GRAINGER INC	PARTS & MATERIALS	2,549.24
00945188	IDEXX LABORATORIES INC	LAB SUPPLIES	1,756.42
00945190	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	350.00
Water Distribution			
00405926	G AND S PAVING	VARIOUS ASPHALT REPAIRS	9,846.77
00405935	LIM AUTOMOTIVE SUPPLY INC	AUTOMOTIVE REPAIR TOOLS	530.08
00405938	OFFICE DEPOT INC	OFFICE SUPPLIES	29.36
00405940	PACE SUPPLY CORP	SUPPLIES	10,271.45
00405959	VAULT ACCESS AND SOLUTIONS	CUSTOM VAULT DOORS	10,220.00
00405965	ACCONTEMPS	TEMP HELP	439.65
00405995	CALIF, STATE OF	USE TAX REMITTANCE	689.18
00406020	FASTSIGNS	2023 PW WEEK BANNER	29.36
00406042	LOWES COMPANIES INC	TOOLS	851.48
00406050	OFFICE DEPOT INC	OFFICE FURNITURE	1,484.65
00406063	SAM CLAR OFFICE FURNITURE	FURNITURE REMOVAL SERVICE	7,220.75
00406073	TYLER TECHNOLOGIES INC	TRANSACTION FEES	22,490.38
00406079	WEBSOFT DEVELOPERS INC	SOFTWARE ANNUAL FEE	9,800.00
00945176	SATELLITE PAINTING INC	PROGRESS PAYMENT	19,174.80
00945189	INFOSEND INC	PRINT AND MAIL SERVICES	3,258.60
00945190	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50



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Public Buildings & Facilities

00406046	MOUNTAIN CASCADE INC	PROGRESS PAYMENT	33,405.06
00945194	SHIMMICK CONSTRUCTION INC	PROGRESS PAYMENT	2,988,071.33

621 Sewer Fund

Non departmental

Swr-Wastewater Administration

00405891	ADVANCED TRENCHLESS INC	SEWER REPAIR	38,750.00
00405915	CWEA SFBS	CERTIFICATIONS	95.00
00405926	G AND S PAVING	VARIOUS ASPHALT REPAIRS	9,846.78
00405938	OFFICE DEPOT INC	OFFICE SUPPLIES	29.35
00405948	ROBERTS AND BRUNE CO	PIPE FITTINGS	913.50
00405949	ROMANS STEAM CLEANING	PROFESSIONAL SERVICES	800.00
00405965	ACCONTEMPS	TEMP HELP	439.65
00405966	ADVANCED TRENCHLESS INC	STORM DRAIN REPLACEMENT	45,392.00
00405995	CALIF, STATE OF	USE TAX REMITTANCE	41.70
00406005	CWEA SFBS	MEMBERSHIP FEE	499.00
00406017	EAST BAY WORK WEAR	SAFETY SHOES	514.20
00406020	FASTSIGNS	2023 PW WEEK BANNER	29.36
00406033	JEFFERSON, PHILLIP J	LICENSE FEE REIMBURSEMENT	60.00
00406042	LOWES COMPANIES INC	SUPPLIES	584.73
00406050	OFFICE DEPOT INC	OFFICE SUPPLIES	51.70
00406063	SAM CLAR OFFICE FURNITURE	FURNITURE REMOVAL SERVICE	7,220.75
00406073	TYLER TECHNOLOGIES INC	TRANSACTION FEES	22,490.37
00945176	SATELLITE PAINTING INC	PROGRESS PAYMENT	19,174.80
00945186	GRAINGER INC	COVERALLS	251.19
00945189	INFOSEND INC	PRINT AND MAIL SERVICES	3,258.59
00945190	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50

631 Marina Fund

Marina Administration

00405894	ALTA FENCE	METAL DOOR INSTALLATION	3,177.00
00405909	CLEAN HARBORS ENV SERVICES INC	EMERGENCY OIL SPILL RESPONSE	4,108.20
00405995	CALIF, STATE OF	USE TAX REMITTANCE	0.83
00406011	DRONE STUDIOS	ARIAL PHOTOGRAPHY	1,200.00
00406020	FASTSIGNS	2023 PW WEEK BANNER	29.36
00406030	HUNT AND SONS INC	FUEL	11,418.17
00406042	LOWES COMPANIES INC	REPAIR SUPPLIES	550.85
00406053	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	125.00
00406059	REINHOLDT ENGINEERING CONSTR	STATE REQUIRED TESTING	1,200.00
00945190	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,300.00



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 25, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Monserrat Cabral, Youth Services Network Manager

APPROVED BY: Tasha Johnson, Public Safety & Community Resources Director 79

SUBJECT: Approval of Award of the California Violence Intervention & Prevention (CalVIP) Grant Program Technical Assistance/Support, Training & Development service providers, Advance Peace with fiscal sponsor Safe Passages.

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution authorizing the Acting City Manager or designee to enter into an agreement with Advanced Peace for technical assistance, support, training, and development for four hundred and thirty-five thousand dollars (\$435,000) funded by CalVIP grant funds.

FISCAL IMPACT

The cost of the service provider will be paid for in its entirety by the grant.

DISCUSSION

In February 2022, the City of Antioch applied for a three-year CalVIP grant from the Board of State and Community Corrections (BSCC) to improve public health and safety by supporting effective violence reduction initiatives in Antioch, which is disproportionately impacted by violence, particularly group-member-involved homicides, shootings, and aggravated assaults (Penal Code Sec. 14131(b)). The City of Antioch was awarded the CalVIP grant agreement from July 1, 2022 through June 30, 2025, for a maximum amount of \$1,794,116.00. Funds will be used to support, expand, and replicate evidence-based violence reduction initiatives that seek to interrupt cycles of violence.

The proposal included a provision that technical assistance/support, training and development to the selected community-based organizations will be provided by Advance Peace. Advance Peace will also assist with identifying, assessing, selecting, engaging, and enrolling the clients, also known as Peacemaker Fellows. Advance Peace will support program buildout, including street outreach, branding, risk mitigation, infrastructure, and strategic communications. The attached resolution

approves allocating \$435,000 from CalVIP grant funds to contract with Advance Peace to support violence reduction initiatives.

ATTACHMENTS

- A. Resolution
- B. Draft Agreement with Advanced Peace

RESOLUTION NO. 2023/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AN AGREEMENT WITH ADVANCED PEACE TO PROVIDE
TECHNICAL ASSISTANCE, SUPPORT, TRAINING AND DEVELOPMENT BOARD
OF STATE AND COMMUNITY CORRECTIONS FUNDS FOR THE CALIFORNIA
VIOLENCE INTERVENTION GRANT PROGRAM IN THE AMOUNT OF FOUR
HUNDRED AND THIRTY-FIVE THOUSAND DOLLARS (\$435,000)**

WHEREAS, the City has applied for and received funds through the California Violence Intervention and Prevention (CalVIP) grant program from the Board of State and Community Corrections (BSCC) as Grantor as a city that is disproportionately impacted by violence;

WHEREAS, the City wishes to improve public health and safety by supporting effective violence reduction initiatives in Antioch, which is disproportionately impacted by violence, particularly group-member-involved homicides, shootings, and aggravated assaults (Penal Code Sec. 14131(b));

WHEREAS, Advance Peace has represented that it has the expertise, background, and qualifications to help the City achieve these goals by providing technical assistance, support, training, and development aimed at expanding and replicating evidence-based violence reduction initiatives that seek to interrupt cycles of violence in the City of Antioch in 2023-25;

WHEREAS, Advance Peace will be involved in stakeholder engagement assessment, personnel management support, operations management support, program development and implementation; and learning and evaluation;

WHEREAS, the Public Safety and Community Resources Department recommends Council approval of the Agreement; and

WHEREAS, the City Council has considered approving and authorizing the expenditure of four hundred and thirty-five thousand dollars (\$435,000) from the BSCC CalVIP grant funds to support, expand, and replicate evidence-based violence reduction initiatives that seek to interrupt cycles of violence in the City of Antioch in 2023-25.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the Acting City Manager or designee to enter into an agreement with Advanced Peace for technical assistance, support, training, and development for four hundred and thirty-five thousand dollars (\$435,000) in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25^h day of April 2023, by the following vote:

AYES:

ABSENT:

ABSTAIN:

NOES:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

**CONSULTING SERVICES/PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND
SAFE PASSAGES**

THIS AGREEMENT ("**Agreement**") is made and entered into this 1st day of May, 2023 ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("**City**") and **Advance Peace** with its principle place of business at 561 11th Street Suite 6306 Oakland, CA ("**Consultant**"), through its fiscal sponsor **Safe Passages** a 501c3 Non-Profit Corporation acting as a Fiscal Sponsor with its principle place of business at 1017 Clay Street Oakland, CA 94607 ("**Fiscal Sponsor**"). City, Consultant, and Fiscal Sponsor individually are sometimes referred to herein as "**Party**" and collectively as "**Parties.**"

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A attached hereto and incorporated herein at the time and place and in the manner specified therein ("**Services**"). In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2025 the date of completion specified in Exhibit A, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section 8.

1.2 Standard of Performance. Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

SECTION 2. COMPENSATION.

2.1 Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement, as more particularly described in Exhibit A. Payments for the

Services and reimbursement of costs will not exceed Four Hundred Thirty-Five Thousand Dollars (\$435,000) over the term of this Agreement notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In addition to the foregoing, payments for the Services and reimbursement of costs will not exceed One Hundred Forty-Five Thousand Dollars (\$145,000) annually unless approved in advance by the Contract Administrator.

2.2 In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered and costs incurred pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

2.3 Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.4 **Reports.** Consultant shall submit reports, not more often than once a month during the term of this Agreement, describing the Services performed and costs incurred.

2.5 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.6 **Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Consultant receives authorization to proceed from the Contract Administrator.

SECTION 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof

satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an AM Best rating of no less than A:VII unless otherwise accepted by the City in writing:

4.1 Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

4.2 Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

4.3 Workers' Compensation Insurance. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4.4 Professional Liability (Errors and Omissions). Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

4.5 Other Insurance Provisions. Unless otherwise specified below, all insurance policies are to contain, or be endorsed to contain, the following provisions:

4.5.1 *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

4.5.2 *Primary Coverage.* For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

4.5.3 *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.5.4 Waiver of Subrogation. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

4.5.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.5.6 Claims made policies. If any of the required policies provide claims-made coverage:

4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.5.6.2 Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

4.5.6.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4.6 Certificate of Insurance and Endorsements. Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.7 Subcontractors. Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

4.8 Higher Limits. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

4.9 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

4.10 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise, any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due to Consultant under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or,
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

5.1.1 Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5.2 By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

SECTION 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.3; however, otherwise City shall not have the right to control the manner or means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and

entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the Services.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Section in any subcontract approved by the Contract Administrator or this Agreement.

7.6 California Labor Code Requirements. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from

any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the full term of this Agreement and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement only for cause upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for Services performed satisfactorily to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in their sole and exclusive discretion, extend the end date of the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract

Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the Parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

9.2 Confidentiality. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the

prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the Services under this Agreement in any publication without the prior written consent of the City.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

9.5 Intellectual Property. The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

SECTION 10. CALVIP ADDITIONAL TERMS AND CONDITIONS. Consultant acknowledges that this Agreement, the Services and payments thereunder are funded through the California Violence Intervention Program ("CalVIP") administered by the State of California Board of State and Community Corrections ("BSCC") and are subject to the requirements, restrictions, and limitations of CalVIP and BSCC grant funding. By executing this Agreement, Consultant hereby agrees to comply with all terms and conditions set forth in this Agreement, which include by reference all guidance, regulations and requirements of BSCC that are applicable to a recipient of a CalVIP grant and the additional terms and conditions attached as Exhibit C and incorporated herein. Consultant further agrees to cooperate with the City by timely providing information and documentation required by the Agreement or requested by the City in furtherance of its obligations as a CalVIP grantee.

SECTION 11. MISCELLANEOUS PROVISIONS.

11.1 Venue. In the event either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

11.2 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

11.3 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

11.4 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

11.5 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

11.6 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

11.7 Inconsistent Terms. If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

11.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

11.9 Contract Administration. This Agreement shall be administered by Monserrat Cabral ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

11.10 Notices. Any written notice to Consultant shall be sent to:

DeVone Boggan/Advance Peace
1017 Clay Street
Oakland, CA 94607

Any written notice to City shall be sent to:

Monserrat Cabral/Public Safety & Community Resources
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007
Attn: City Attorney

11.11 Integration. This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

CITY:

CITY OF ANTIOCH

Forrest B. Ebbs, Acting City Manager

Attest:

Elizabeth Householder
City Clerk

Approved as to Form:

Thomas Lloyd Smith, City Attorney

CONSULTANT:

Advance Peace

By: _____

Name: _____

Title: _____

FISCAL SPONSOR:

Safe Passages

By: _____

Name: _____

Title: _____

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]

EXHIBIT A
SCOPE OF WORK

Consultant's Proposal

Advance Peace
TECHNICAL ASSISTANCE/SUPPORT, TRAINING & DEVELOPMENT
City of Antioch
May 1, 2023 – December 31, 2025

ASSESSMENT, STAKEHOLDER ENGAGEMENT

- Conduct initial outreach to community groups, decision makers and other key stakeholders to provide in-depth understanding of gun violence and assess potential collaboration opportunities.
- Review crime data, key policies, case studies, programs and evaluations of current and former violence prevention/interruption efforts to assess strengths, weaknesses and opportunities.
- Provide written assessment and recommendations to successfully implement the Advance Peace gun violence reduction strategy in Antioch.
- Develop Year-1 Work Plan.

PERSONNEL Management Support

- Provide job descriptions for Program Manager, Field Coordinator, Neighborhood Change Agent (NCA) and Peacekeeper.
- Assist with recruiting, screening, and hiring of staff.
- Provide 100 hours of training and development for new staff.

OPERATIONS Management Support

- Participation in weekly strategy meetings with Program Managers from other AP cities.
- Support gradual step-by-step roll out of program components to ensure model fidelity and program effectiveness.
- Participation in bi-annual "Community of Practice" retreats with UCB Evaluator and State/National partners.
- Quarterly coaching sessions with AP Antioch team.
- Meetings with City staff and program partners, as needed.

PROGRAM DEVELOPMENT & IMPLEMENTATION Support

- Assist with the identification, assessment, selection, engagement and enrollment of Peacemaker Fellows.
- Support program buildout including street outreach, branding, risk mitigation, infrastructure, and strategic communications.

- Provide on-going guidance, tools and resources needed for the effective implementation of the Peacemaker Fellowship.
- Cultivate capacity of local service providers and public systems to better serve target population.
- Develop protocols for law enforcement and staff interactions.
- Provide support in the development of new policies and procedures responsive to local needs and dynamics.
- Help educate and inform public systems, philanthropy, clergy, media and community about the rationale and mechanics of gun violence reduction.
- Help the City build on its existing infrastructure of gun violence reduction activity and explore integration of the Advance Peace strategy into its long-term strategic plan.
- Support additional fund development to solidify and promote program sustainability.

LEARNING and EVALUATION Support (Revised)

All Advance Peace Antioch evaluation activities will be performed by the UC Berkeley, Center for Global Healthy Cities, through a subaward with Advance Peace. Thus, the evaluation contract should be issued to Advance Peace. The Advance Peace evaluation activities will consist of:

- Updating the Human Subject, Institutional Review Board (IRB) protocols through the UC Berkeley, Committee for Protection of Human Subjects, to ensure all outreach data collection remains confidential;
- Update all informed consent forms, scripts and data confidentiality agreements for the Peacemaker Fellowship, including all outreach workers and participants, called Fellows;
- Draft a Local Evaluation Plan (LEP) consistent with CalVIP requirements; reviewed and approved by City of Antioch, Department of Community Resources & Public Safety;
- Create specific informed consent forms, scripts and data confidentiality protections for Antioch data collection;
- Draft Memorandum of Agreement (MOA) with City of Antioch Police Department, to obtain at least 5 years of gun crime data (187a & 245a2) and associated demographic and spatial information, for baseline crime analyses. MOU will specify that UC Berkeley will receive monthly gun crime data from City of Antioch PD for the duration of the grant/project and at least 6 months after date of completion, in order to complete analyses of any changes in gun crime;
- Analyze historic/baseline data of city firearm homicide and assault data, along with additional city-level data as needed for analyses (i.e., US census demographics, police beat, council district shape files, etc.);
- Create secure, encrypted, electronic data sharing protocol using cloud storage (i.e., Dropbox) for local Police Department to share crime data;
- Use descriptive statistics, time-series analyses, & spatial mapping to analyze any change in the number & rate of gun violence over project period;
- Update AP data collection portal/software (apdata.org) for use in Antioch & used by all outreach workers, & create Advance Peace Antioch NCA and Administrative user permissions;
- Update and manage cloud database storage of all outreach worker and Peacemaker Fellowship participant data;
- Deliver two trainings per year to Advance Peace Antioch staff on data collection methods and use of apdata.org system;

- Conduct one interview and one focus group with Advance Peace Antioch Advance Peace outreach worker staff to understand program fidelity and contribute to process evaluation data gathering;
- Generate a six-month and annual data report (once outreach work commences) for the Advance Peace Antioch program, and share these reports with Antioch program leadership;
- Support quarterly CalVIP reporting by City of Antioch program leaders by offering participant/client data;
- Generate one report at the conclusion of the Advance Peace Peacemaker Fellowship in Antioch, satisfying the CalVIP Local Evaluation Plan.

Cost: \$240,000 – Advance Peace

\$120,000 – UC Berkeley Evaluation Services as stated above

\$75,000 – Licensing of UCB Data Collection Portal

Payment Schedule

Compensation

City will provide compensation to Consultant in the amount of Eight Thousand Dollars (\$80,000) on an annual basis. Notwithstanding anything to the contrary in Consultant's Proposal, Consultant will submit to City an invoice for 100% of Consultant's compensation amount for the first year this Agreement upon execution of the Agreement. Consultant will submit invoices each anniversary thereof for the compensation amount applicable to the following year or portion of the year remaining in the term of the Agreement, as applicable_

Authorized Reimbursements

City will reimburse Consultant for the following expenses and amounts upon receipt of an invoice and supporting documentation. No other reimbursement is authorized by the Agreement, and the City will not provide payment for the reimbursement of any expense other than those listed below, which are further described in Consultant's Proposal..

Description of Reimbursable Cost	Annual Limit	Contract Limit
Evaluation Services by the UC Berkeley, Center for Global Healthy Cities	Up to \$40,000 per year	Up to \$120,000
Licensing of UCB Data Collection Portal	Up to \$25,000 per year	Up to \$75,000

The Contract Administrator, in its sole discretion, may authorize in advance and in writing the reallocation of funds described in this Payment Schedule, except in no case shall any authorization increase the amount authorized for by Section 2 of the Agreement for the term of the Agreement or conflict with the City's obligations under the CalVIP program.

EXHIBIT B
CALVIP ADDITIONAL TERMS AND CONDITIONS

To the extent the terms and conditions below conflict with any other term of the Agreement, the terms and conditions below shall prevail.

General Terms and Conditions

1. **AUDIT:** Consultant agrees that the City, BSCC, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Consultant agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Consultant agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Consultant agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
2. **DISPUTES:** Consultant shall continue with the responsibilities under this Agreement during any dispute.
3. **TERMINATION FOR CAUSE:** The City may terminate this Agreement and be relieved of any payments should the Consultant fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. All costs to the City shall be deducted from any sum due the Consultant under this Agreement and the balance, if any, shall be paid to the Consultant upon demand.
4. **RECYCLING CERTIFICATION:** Upon request by the City, Consultant shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
5. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Consultant and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant shall insure that the evaluation and treatment of employees and applicants for employment are free of such

discrimination. Consultant and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

6. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document [CCC 04/2017](#) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

Full link: <http://bscchomepageofh6i2avqeocm.usgovarizona.cloudapp.usgovcloudapi.net/ccc-042017-contractor-certification-clause/>

7. TIMELINESS: Time is of the essence in this Agreement.

8. COMPENSATION: The consideration to be paid Consultant, as provided herein, shall be in

9. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

10. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Special Terms and Conditions

1. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

Consultant must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement.

2. UNION ACTIVITIES

Consultant acknowledges that applicability of Government Code §§16654 through 16649 to this Agreement and agrees to the following:

- A. No State funds received under the Agreement will be used to assist, promote or deter union organizing.
- B. Consultant will not, for any business conducted under the Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Consultant incurs costs or makes expenditures to assist, promote or deter union organizing, Consultant will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Subgrantee shall provide those records to the Attorney General upon request.

3. WAIVER


The parties hereto may waive any of their rights under this Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 25, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director 

SUBJECT: Extension of Banking Services Contract with Bank of the West for Five Years

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving an extension of the banking services contract with Bank of the West for five years.

FISCAL IMPACT

The estimated cost of banking services is already included in the fiscal year 2023 budget and draft fiscal year 2023-25 budget. The five-year cost of this contract has the potential to cost \$588,804; however, the earnings credit rate (ECR) of .75% provided to the City by Bank of the West will be used to offset fees incurred. Since our initial contract term began in August 2010, the City has had all banking depository fees, other than quarterly custodial/safekeeping services, offset by the ECR.

DISCUSSION

In 2010 the City entered into a banking services contract with Bank of the West. The contract expired in August 2016 and was extended an additional five years via Resolution 2016/71 and has been maintained on a month-to-month basis since the formal contract expiration in 2021 due to the City obtaining a line of credit/installment sales agreement ("LOC") from the bank for the Brackish Water Project which has now been paid off. Since the LOC has now been formally paid off, the City is in need of negotiating a new contract for banking services. City staff is recommending extending this contract for an additional five years for the following reasons:

- Bank of the West has agreed to honor the existing pricing structure and increase the ECR from .70% to .75% for an additional five years, which means more credit earned to offset fees and additional services with no additional financial impact beyond what the City has been budgeting for.
- The City has not paid any banking services fees to Bank of the West since 2010, other than custodial/safekeeping services, due to the ECR provided to the City by Bank of the West. With Bank of the West increasing the ECR for the next five

years, it is likely the fees will continue to be entirely offset or significantly covered by the ECR.

- With this contract extension, custodial/safekeeping services can now be covered with ECR on the account, resulting in \$5,500 a year savings to the City.
- City Finance staff are extremely impressed and happy with the customer service provided since 2010. Bank of the West is very responsive to our needs and keeps in regular contact with staff about any new services they may assist the City with.
- It is an extremely arduous task for the City to change banking providers due to the volume of transactions processed and ACH and wire information the City has set up with the State and various vendors.
- Due to increased regulatory requirements for government banking, the field has significantly narrowed for those banks that provide banking services to government entities and Bank of the West has committed to continue serving government clients.

Below is a summary that outlines the potential monthly fees for Bank of the West that the City could be charged for (based on current volumes and will fluctuate) that is expected to be fully offset with account earnings :

	<u>Bank of the West</u>
General Services	\$7,469.50
Deposit Services	89.71
Miscellaneous Services & Supplies	686.79
Account Reconciliation/Payee Positive Pay	241.21
Online Services	237.36
General ACH/Tax Services	440.88
EDS Services	189.63
Custodial/Safekeeping	458.33
Total Estimated Monthly Cost Banking Services	\$ 9,813.41
Total Estimated Annual Cost Banking Services	\$117,760.92
Total Estimated Five-Year Cost Banking Services	<u><u>\$588,804.60</u></u>

ATTACHMENTS

A. Resolution

ATTACHMENT A

RESOLUTION NO. 2023/

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN
EXTENSION OF THE BANKING SERVICES CONTRACT WITH BANK OF THE
WEST FOR A TERM OF FIVE YEARS**

WHEREAS, the City currently utilizes Bank of the West for banking services;

WHEREAS, Bank of the West has agreed to extend the existing pricing structure with an increased ECR of .75% for an additional five years; and

WHEREAS, the City of Antioch desires to extend such contract subject to the terms as offered by Bank of the West.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves an extension of the banking services contract with Bank of the West for a term of five-years.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of April 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 25, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lori Medeiros, Administrative Analyst I *lm*

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer *S/B*

SUBJECT: Third Amendment to East County Water Management Association Agreement (P.W. 704-1)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution accepting the third amendment to the East County Water Management Association Agreement.

FISCAL IMPACT

There is no fiscal impact.

DISCUSSION

In 1997, the East County Water Management Association (ECWMA) Agreement established an organized group to discuss and decide important matters concerning water management. Antioch, Brentwood, Pittsburg, and the associated sanitation and water districts, as well as the unincorporated areas in the region are parties to the agreement. The City of Antioch has participated in regular semiannual meetings since the formation of the ECWMA.

On October 28, 2010, the City Council approved the first amendment to this agreement which added the Habitat Conservancy as a participating entity, as well as updated the names of participating organizations. The first amendment also expanded the purpose of the ECWMA to include providing guidance for the East Contra Costa County Functionality Equivalent Integrated Regional Water Management (IRWM) Plan in order to authorize approval of the addition of projects to the IRWM Plan.

On January 12, 2021, the City Council approved a second amendment to the ECWMA Agreement to create a process for the ECWMA to add member agencies in the future without having to amend the agreement. This reduced the delay in new members being added and the burden of reviewing further agreement amendments due to these additions.

This third amendment to the ECWMA Agreement adds the Bethel Island Municipal Improvement District as a party to the ECWMA Agreement; changes the name of the existing party Contra Costa County to Contra Costa County Water Agency; provides a procedure for adding new members; and authorizes each member agency to designate its Manager to act as an alternate of the Governing Board Representative who may vote on behalf of the member agency in the absence of the Governing Board Representative.

ATTACHMENTS

A. Resolution

- Exhibit A to the Resolution - Third Amendment to East County Water Management Association Agreement

ATTACHMENT "A"

RESOLUTION NO. 2023/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE AN
AMENDED AND RESTATED EAST COUNTY WATER MANAGEMENT
ASSOCIATION AGREEMENT
P.W. 704-1**

WHEREAS, the East County Water Management Association (ECWMA) Agreement was approved on March 20, 1997 to form a board of member agencies for water management;

WHEREAS, on October 28, 2010, the first amendment to the ECWMA Agreement was approved and expanded the group's membership and powers;

WHEREAS, on January 12, 2021, the second amendment to the ECWMA Agreement was approved and created a process to add member agencies in the future without having to amend the agreement;

WHEREAS, this third amendment to the ECWMA Agreement adds the Bethel Island Municipal Improvement District as a party to the ECWMA Agreement; changes the name of the existing party, Contra Costa County to Contra Costa County Water Agency; provides a procedure for adding new members; and authorizes each member agency to designate its Manager to act as an alternate of the Governing Board Representative who may vote on behalf of the member agency in the absence of the Governing Board Representative; and

WHEREAS, the City Council has considered a third amendment to the ECWMA Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch that the City hereby:

1. Approves the third amendment to the ECWMA Agreement in substantially the form attached hereto as Exhibit A and incorporated by reference; and
2. Authorizes the Acting City Manager to execute the agreement in a form approved by the City Attorney.

Al

RESOLUTION NO. 2023/**

April 25, 2023

Page 2

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of April 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

A2

EXHIBIT "A"

AMENDMENT NO. 2 TO THE EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT

This is Amendment No. 2 to the East County Water Management Association Agreement ("ECWMA Agreement") dated March 20, 1997, by and among the Cities of Brentwood, Antioch, and Pittsburg, Contra Costa County Water Agency, Byron-Bethany Irrigation District, Delta Diablo Sanitation District, Diablo Water District, East Contra Costa Irrigation District, Ironhouse Sanitation District, Town of Discovery Bay Community Services District, Contra Costa Water District, and East Contra Costa County Habitat Conservancy (collectively, "parties" or "member agencies"). Amendment No. 1 was entered into by the parties on October 28, 2010. All of the parties to the ECWMA Agreement and Amendment No. 1 are also parties to this Amendment No. 2.

RECITALS

A. The purpose of this Amendment No. 2 is to: 1) add the Bethel Island Municipal Improvement District as a party to the ECWMA Agreement; 2) to change the name of the existing party Contra Costa County in Amendment No. 1 back to Contra Costa County Water Agency; 3) to amend ECWMA's administrative procedures; 4) provide a procedure for adding new members; and 5) authorize each member agency to designate its Manager to act as an alternate of the Governing Board Representative who may vote on behalf of the member agency in the absence of the Governing Board Representative.

AGREEMENT

1. Effective Date. The Effective Date of this Amendment No. 2 is May 1, 2023.
2. Parties as of Effective Date. As of the Effective Date of this Amendment No. 2, the parties to the ECWMA Agreement are the Cities of Brentwood, Antioch, and Pittsburg, Contra Costa County Water Agency, Byron-Bethany Irrigation District, Delta Diablo Sanitation District, Diablo Water District, East Contra Costa Irrigation District, Ironhouse Sanitation District, Town

A3

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

of Discovery Bay Community Services District, Contra Costa Water District, East Contra Costa County Habitat Conservancy, and Bethel Island Municipal Improvement District.

3. Section 3 of the ECWMA Agreement, “**Governing Board Representatives (GBR)**” is amended to incorporate the following *italicized* additions:

3. **Governing Board Representatives (GBR)**. The ECWMA shall be governed and operated by the GBR which shall be comprised of one elected official representative from each member agency. The governing body of each member agency shall designate, and may replace, one of its members as its representative, on the GBR. No individual shall serve as the representative of more than two member agencies. Each agency shall have one vote on the GBR. All actions of the GBR shall require the affirmative vote of a majority of its members, *except for the addition of new members, which requires unanimous approval. Each member agency may designate its Manager to act as an alternate in place of the member agency's GBR. If a GBR for a member agency is not present at a meeting, the designated Manager may vote on behalf of the agency.*

The GBR shall provide policy guidance in the implementation of the purposes of the ECWMA and authorize disbursement of funds in accordance with this Agreement.

The GBR shall choose a regular meeting date and shall meet at least semi-annually.

The GBR shall appoint one of its members as the Chair and one as Vice-Chair. The Chair or any three members of the GBR may call a special meeting. A Secretary shall also be appointed by the GBR. The term of office for the Chair, Vice-chair and Secretary shall be for two years.

The GBR shall be authorized to hold a vote to add a new member agency(ies) to the ECWMA at both regular and special meetings. The following conditions must be met for a new member agency to be added to the ECWMA:

A4

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

(1) Approval. The addition of a new member agency shall require the unanimous approval of the current member agencies' GBRs and an amendment to the ECWMA.

(2) Annual Deposit. Within 30 days of receiving the affirmative vote of the GBR members, the new member agency must deposit \$500 with the Treasurer for the ECWMA. Thereafter, the member agency must deposit an additional \$500 by March 1 of each year as outlined in Section 6 of the ECWMA Agreement.

(3) Commencement of Membership. Within 90 days after the Treasurer for the ECWMA receives the newly approved member agency's initial \$500 deposit, an amendment to this Agreement acknowledging the added membership must be executed by the new member agency and all existing member agencies.

The meetings of the GBR shall be open to the public, noticed, and conducted in accordance with the Brown Act, Government Code Section 54950 et seq.

4. Section 5 of the ECWMA Agreement, "Administrative Procedures," is deleted in its entirety and replaced with Section 5 [RESERVED].

5. Entire Agreement. In the event of a conflict with the ECWMA Agreement or Amendment No. 1, or this Amendment No. 2, the terms of this Amendment No. 2 shall prevail over anything to the contrary in the ECWMA Agreement or Amendment No. 1. In all other respects the ECWMA Agreement, Amendment No. 1, and this Amendment No. 2 will be the entire agreement among the parties construed together as one and the same agreement.

6. Effect. Except for the amendments agreed to herein, the above referenced ECWMA Agreement remains in full force and effect.

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

7. Counterparts: This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8. Signatures: The following signatures attest each member agency's agreement hereto.

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

CITY OF ANTIOCH

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

CITY OF BRENTWOOD

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

BETHEL ISLAND MUNICIPAL IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

A9

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

BYRON-BETHANY IRRIGATION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

CONTRA COSTA COUNTY WATER AGENCY

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

CONTRA COSTA WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

DELTA DIABLO SANITATION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

DIABLO WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

A14

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

EAST CONTRA COSTA COUNTY HABITAT CONSERVANCY

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

EAST CONTRA COSTA IRRIGATION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

AIC

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

IRONHOUSE SANITARY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

CITY OF PITTSBURG

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT

By: _____

Name: _____

Title: _____


Date: _____


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 25, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lori Medeiros, Administrative Analyst I 

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer 

SUBJECT: Consulting Services Agreements with Coastland and Park Engineering for On-Call Inspection Services

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution:

1. Approving the Consulting Services Agreements with Coastland and Park Engineering to provide on-call inspection services in substantially the form attached as Exhibits "1" and "2", respectively to the Resolution (Attachment "A");
2. Allocating \$400,000 for on-call inspection services for a period of one year; and
3. Authorizing the Finance Director to make any necessary changes to the fiscal year 2023 budget.

FISCAL IMPACT

Adoption of this resolution will allocate \$400,000 for on-call inspection services. Funding for this work will be provided from various funding sources corresponding to the projects that inspection services are performed. It is anticipated that this recommendation will have no impact to the General Fund.

DISCUSSION

In February of 2023, staff solicited qualifications from several consulting firms, twenty plan rooms and posted on the City website, for performing on-call construction inspection services to assist the City's three Public Works Inspectors. This work includes overseeing encroachment permit projects; monitoring the construction of improvements within new subdivisions; inspecting installation of underground utility facilities; draft punch lists and perform final inspections.

In March of 2023, eight (8) statements of qualifications were received from Bellecci of Concord, Coastland of Pleasant Hill, Interwest of Elk Grove, MNS Engineers of Antioch, Park Engineering of Orinda, Salaber Associates of Rancho Cordova, Shiels Sowko Consultants of Oakland and Unico Engineering of Concord. Based on the qualifications

submitted, Coastland and Park Engineering are determined to be most qualified to provide the services required by the City.

Construction activities continue to thrive throughout the City. The projected quantity of work will exceed what can be properly monitored by the City's current inspection personnel. In order to continue to provide high level inspection services, Staff is recommending approval of the Consulting Services Agreements with Coastland and Park Engineering, and an allocation of \$400,000 to perform on-call inspection services for a period of one year.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2023/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE AGREEMENTS WITH COASTLAND AND PARK ENGINEERING,
ALLOCATING \$400,000, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE
ANY NECESSARY CHANGES TO THE FISCAL YEAR 2023 BUDGET FOR ON-CALL
INSPECTION SERVICES**

WHEREAS, in February of 2023, staff solicited qualifications from several consulting firms, twenty plan rooms and posted on the City website, for performing on-call construction inspection services to assist the City's three Public Works Inspectors;

WHEREAS, in March of 2023, statements of qualifications were received from Bellecci of Concord, Coastland of Pleasant Hill, Interwest of Elk Grove, MNS Engineers of Antioch, Park Engineering of Orinda, Salaber Associates of Rancho Cordova, Shields Sowko Consultants of Oakland and Unico Engineering of Concord;

WHEREAS, based on the qualifications submitted, Coastland and Park Engineering are determined to be most qualified to provide the services required by the City;

WHEREAS, in order to continue to provide high level inspection services, Staff is recommending approval of the Consulting Services Agreements with Coastland and Park Engineering, and an allocation of \$400,000 to perform on-call inspection services for a period of one year; and

WHEREAS, on April 11, 2023, the City Council has considered approving the Consulting Services Agreements with Coastland and Park Engineering, allocating \$400,000 to perform on-call inspection services for a period of one year, and authorizing the Finance Director to make any necessary changes to the budget allocation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby:

1. Approves the Consulting Services Agreements with Coastland and Park Engineering to provide on-call inspection services in substantially the form attached as Exhibits "1" and "2", respectively;
2. Allocates \$400,000 for on-call inspection services for a period of one year; and
3. Authorizes the Finance Director to make any necessary changes to the fiscal year 2023 budget.

RESOLUTION NO. 2023/**

April 25, 2023

Page 2

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of April 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

A2

EXHIBIT "1"

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND COASTLAND CIVIL ENGINEERING FOR ON-CALL CONSTRUCTION INSPECTION SERVICES

THIS AGREEMENT ("**Agreement**") is made and entered into this 25th day of April, 2023 ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("**City**") and Coastland Civil Engineering with its principle place of business at 3478 Buskirk Avenue, Suite 1000, Pleasant Hill, CA 94523 ("**Consultant**"). City and Consultant individually are sometimes referred to herein as "**Party**" and collectively as "**Parties.**"

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A attached hereto and incorporated herein at the time and place and in the manner specified therein ("**Services**"). In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on April 25, 2026, the date of completion specified in Exhibit A, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section 8.

1.2 Standard of Performance. Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

SECTION 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed Three hundred thousand dollars (\$300,000.00) notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered.

pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services; and,
- The Consultant's signature.

2.2 Payment Schedule.

2.2.1 City shall make incremental payments, based on invoices received, for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

2.3 Total Payment. City shall pay for the Services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering Services pursuant to this Agreement, unless expressly provided for in Section 2.5.

ACF

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 Hourly Fees. Fees for work performed by Consultant are on an hourly basis.

2.5 Reimbursable Expenses. There are no reimbursable expenses under this Agreement.

2.6 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 Authorization to Perform Services. The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Consultant receives authorization to proceed from the Contract Administrator.

SECTION 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an AM Best rating of no less than A:VII unless otherwise accepted by the City in writing:

4.1 Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

4.2 Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

4.3 Workers' Compensation Insurance. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4.4 Professional Liability (Errors and Omissions). Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

4.5 Other Insurance Provisions. Unless otherwise specified below, all insurance policies are to contain, or be endorsed to contain, the following provisions:

4.5.1 *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

4.5.2 *Primary Coverage.* For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

4.5.3 *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.5.4 *Waiver of Subrogation.* Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

4.5.5 *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.5.6 *Claims made policies.* If any of the required policies provide claims-made coverage:

4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.5.6.2 Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

4.5.6.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4.6 Certificate of Insurance and Endorsements. Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.7 Subcontractors. Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

4.8 Higher Limits. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

4.9 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

4.10 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise, any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due to Consultant under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or,
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

5.1.1 Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5.2 By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

SECTION 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.3; however, otherwise City shall not have the right to control the manner or means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the Services.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Section in any subcontract approved by the Contract Administrator or this Agreement.

7.6 California Labor Code Requirements. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the full term of this Agreement and require the same of any subconsultants, as applicable.

Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement only for cause upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for Services performed satisfactorily to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in their sole and exclusive discretion, extend the end date of the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the Parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

9.2 Confidentiality. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the Services under this Agreement in any publication without the prior written consent of the City.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California

Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

9.5 Intellectual Property. The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Venue. In the event either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

10.2 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.3 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.4 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.5 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.6 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or

official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.7 Inconsistent Terms. If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by Scott Buenting ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Dennis Sheil
Coastland Civil Engineering
420 Executive Court North, Suite G
Fairfield, CA 94534

Any written notice to City shall be sent to:

Capital Improvements]
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007
Attn: City Attorney

10.11 Integration. This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

CITY:

CITY OF ANTIOCH

Forrest Ebbs, Acting City Manager

Attest:

Elizabeth Householder, City Clerk

Approved as to Form:

Thomas Lloyd Smith, City Attorney

CONSULTANT:

COASTLAND CIVIL ENGINEERING

By: _____

Name: _____

Title: _____

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]

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EXHIBIT "A"

COASTLAND | DCCM

March 23, 2023

City of Antioch, Public Works Department
Capital Improvements Division
Attention: Lori Medeiros
PO Box 5007
Antioch, CA 94531-5007

Subject: On-Call Construction Inspection Services

Dear Ms. Medeiros:

The City of Antioch, Capital Improvements Division, is seeking a local and experienced team to support the City on upcoming locally funded construction projects. The team should offer a cohesive and efficient approach to upcoming construction inspection projects and to serve as City's representative and advocate on every project.

Coastland | DCCM has been providing these services to Antioch since 2018. We have a thorough understanding of Antioch's Standard Construction Details as well as positive relationships with Antioch staff. Through this ongoing partnership we have a working knowledge of the City's goals and objectives on upcoming projects. To meet the goals of each project, the City will need local staffing resources and a partnership with City staff that is built on collaboration, responsiveness and trust. Coastland | DCCM is ready and available to provide local staffing resources and expand our partnership with City staff that has been built on exceptional service, collaboration, responsiveness and trust.

Coastland | DCCM's proposed team members have an abundance of experience covering all facets of public works projects. Please consider the following benefits of our team:

- ✓ **Local Team with Local Knowledge:** Our proposed inspectors have a unique and valuable knowledge of the City having provided inspection services on a number of development projects including the Promenade Development, Aviano Development, and most recently, the Deer Valley Estates Development. **We propose Rosario Romo to continue serving as the primary construction inspector.** Working side by side with City staff for the past five years, Rosario has developed trusted working relationships with staff and is considered to be a key component of many successful development projects in the City of Antioch.
- ✓ **Public Agency Perspective:** We provide staff augmentation to over 25 public agencies and our staff truly understands the role and demands on public agency staff and officials and anticipates our clients' needs beyond engineering services, including consideration of public perception and convenience as well as the constructability, operations and maintenance of public infrastructure.
- ✓ **Service Excellence:** Coastland | DCCM prides itself in having employees that strive to achieve excellence in everything we do, and we enjoy partnering with our clients to help them achieve or exceed their goals. Our company and our employees are caring, thoughtful, responsive, and professional. This service ethic has given us a repeat business rate of 94% which is approximately 50% above the

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn
11641 Blocker Drive, Ste. 170
Auburn, CA 95603
Tel: 530.888.9929

Pleasant Hill
3478 Buskirk Avenue, Ste. 1000
Pleasant Hill, CA 94523
Tel: 925.233.5333

Fairfield
420 Executive Court North, Ste. G
Fairfield, CA 94534
Tel: 707.702.1961

www.coastlandcivil.com

AIS

average for A&E firms. We encourage you to contact our references to verify our record of providing the highest level of excellence in service.

If selected for these services, it will be our priority to meet the City's needs and project goals. We will partner with the City to approach each project with a practical, "can-do" attitude. Our goal is to facilitate and move each project forward smoothly, planning thoughtfully to avoid issues and working quickly to solve problems proactively with timely input from the project stakeholders. We will employ clear and frequent communication, so the City is always aware of the status of the project.

Per the RFQ we have reviewed the Standard Consulting Services Agreement and have included proposed modifications in Appendix B.

Dennis Sheil, Construction Manager of Coastland | DCCM's Fairfield office, will be the City's main point of contact for responding to the City's needs and coordinating with our team. Dennis can be reached at (707) 344-6226 or sheil@coastlandcivil.com if you have any questions regarding this proposal. As CEO of Coastland | DCCM, I am authorized to negotiate a contract on behalf of the company. If you have any questions related to the contract, please contact me at wanger@coastlandcivil.com or by phone at (707) 571-8005. We thank you for this opportunity and look forward to continuing our service to you.

Sincerely,
Coastland Civil Engineering, LLP



John Wanger, PE
CEO



Dennis Sheil
Construction Manager

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RFP SECTION

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Appendix

A. Resumes

B. Proposed Consulting Services Agreement Modifications



"Coastland has been a go-to firm for construction inspection services. Their staff constantly foresee issues before they happen saving both time and taxpayer money. Their in-the-trenches understanding – literally – of how to build projects and partner with contractors has been a benefit to our community."

– Hunter Young, PE,
Principal Engineer, City of
Citrus Heights



94%

Repeat Clients



31

Years in Business



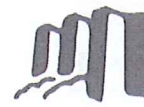
4

Offices



75+

Employees



100+

Cities, Counties
& Districts
Served



24

Contract
City/District
Engineering
Clients

OFFICE LOCATION

OFFICE LOCATION

Headquarter Office

Coastland Civil Engineering, LLP
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005
EIN: 68-0256235
www.coastlandcivil.com

Fairfield Office

420 Executive Court North, Ste G
Fairfield, CA 94534
Tel: 707.702-1961

SUBCONSULTANTS

Coastland | DCCM maintains relationships and master agreements with many subconsultants who are experts in their fields. Should a project require services outside of Coastland | DCCM's experience, we will assign a subconsultant based on their experience, familiarity with the City of Antioch, and DBE status (if required by project funding). We will confirm which subconsultants will be used for upcoming City projects prior to entering into an agreement with the City for each project. Below are two firms we envision possibly using on the potential projects highlighted by the City in the RFP. Resumes for key subconsultant team members can be found in Appendix A.



Founded in 1966, BSK is a 100 percent employee-owned, California-grown consulting engineering firm with a 35+ year presence in the Bay Area. BSK provides geotechnical and environmental engineering, construction observation, materials testing, special inspection, and analytical chemistry laboratory services. They have built a lifelong track record of providing support to capital improvement projects and currently employ a staff of nearly 200 with offices and laboratories throughout California, Oregon, and Washington. Nearly 75 percent of their Bay Area projects are for public agencies, with recent support to Coastland to include geotechnical investigations for a variety of north bay capital improvement projects in Fairfield, Suisun City, Benicia, and Vacaville. BSK is registered with the Department of Industrial Relations with their DIR registration number 1000003557. They are also certified by the California Department of General Services as a Small Business for Public Works (SB-PW) with registration #2014327SB-PW, expires 11/30/2023.



Silveira Consulting provides Labor Compliance Monitoring for State and Federally funded projects on projects statewide. Their funding expertise includes but is not limited to SWRCB SRF, FHWA, PTSMIA, Prop. 84, Prop. 1, HUD, CDBG and the Caltrans Local Assistance Procedures Manual (LAPM). In addition, they also specialize in assisting their clients in the preparation and submission of the LCP Application and Program Manual for approval by the Department of Industrial Relations for Prop. 84 related projects. Silveira Consulting is located in Northern California and is a woman owned, DBE Company (firm # 43320).

QUALIFICATIONS & EXPERIENCE

FIRM INTRODUCTION

Coastland | DCCM provides civil engineering, construction management, and building safety services to public agencies spanning Northern California.

Coastland | DCCM serves public agencies exclusively, specializing in contract services for cities, counties and special districts. We have provided on-call and as-needed engineering and building safety services to more than 20 public agencies for over 31 years. We are very familiar with responding to Task Order requests and providing a cost proposal based on a specific project scope of work.

As a mid-size consulting firm with a strong reputation for excellence and tailored service, we have learned how to gain insight into our individual clients' values so that our service reflects positively and consistently with our clients' goals and initiatives. Many of our staff have worked for public agencies including serving as City Engineers, which gives us unique and valuable insights into the needs and perspectives of our clients and allows us to tailor each project to the project to the community's unique character and practices.

We understand the demands of public sector service and that our clients are often understaffed. **Our employees strive to become an extension of our clients' staff and an integral part of their project team.** This is just one way we help our clients overcome project delivery challenges and produce outstanding projects in this challenging environment.

Since we opened our doors in 1991, we have delivered a wide variety of projects including transportation, pavement design, complete streets, traffic calming, drainage, flood control, parks, buildings, and many other public facilities. Our extensive experience with complex and multi-faceted projects provides benefits to our clients in every arena. Our company has three divisions, Engineering, CM/Inspection, and Building Services which are highly integrated and can be tapped as required to meet the needs of our clients. Having in-house expertise in areas such as construction, claims, structural, Building Code, and CASp/ADA from our other divisions allows Coastland | DCCM to efficiently apply these specialty services to benefit our client and their project. Whether the project requires expertise within one, or all of our company's divisions, we work hard to deliver the highest quality work product and services. The City of Antioch will benefit from Coastland | DCCM's vast experience in all areas of public works.

Primary Services

- Construction Management
- Municipal Engineering
- Capital Project Design
- Building Department
- Financing Assistance

Markets

- Transportation
- ADA Compliance
- Water
- Wastewater
- Public Facilities & Parks

Client Base

- Cities
- Counties
- Special Districts

Our team has the demonstrated ability to complete projects on-time and on-budget. We manage the budgets and schedules for every project carefully and are adept at expediting project progress as needed to meet constrained timeframes. When assembling teams for projects, Coastland | DCCM carefully assesses the needs of the client and the project along with each team member's skills, experience, and

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current and projected commitments before assigning them to projects. We have proposed a strong staff team that is available to fully commit to meeting the City's project needs. Furthermore, our depth of staff throughout the company is available as needed to ensure we provide the City with a highly qualified team that is committed to providing ongoing communication, thereby ensuring project deadlines are met.

Because we specialize in serving public agencies and have extensive in-house experience serving as City Engineers, we have a unique understanding of project delivery and the impacts each project may have on the community. **This public agency focus allows us to understand the importance of timing and constraints on public projects, and how to successfully expedite project approval to meet our clients' schedule and budgetary needs.**

Identifying project goals, funding requirements, constraints, and concerns at the project onset is key to successful project delivery. We will apply our 31+ years of local, municipal experience in these areas to develop sound, practical and cost-efficient solutions. Coastland | DCCM's skill at planning, designing and managing the construction of public projects throughout Northern California provides us with the ability to anticipate and avoid, or overcome, project challenges. Our team will devote themselves to applying our successful track record to develop innovative solutions for the City of Antioch.

With a staff of over 75 professional engineers, construction managers and inspectors, technicians and support staff our team has ample resources to respond to the City's requests while still providing a highly personal approach that is not often found in larger firms.

Over 94% of our work is from repeat clients, attesting to client satisfaction and confidence. Our ability to tailor each project to the community's unique history and traditions enables us to meet the needs of each client.

Please consider the following benefits of Coastland | DCCM's proposed team:

LOCAL TEAM

Future Antioch projects may require numerous field trips to the project sites and City offices. Our location will minimize iterations, improve quality, and save time and money. **A majority of our proposed personnel work out of the same office, located in Fairfield.** Our local presence will ensure prompt response to the City's needs to ensure timely and responsive service.

COHESIVE TEAM

Our Construction/Project Manager and our four proposed inspectors **work together on a daily basis.** They have worked as a team to provide construction management and inspection services to various adjacent communities including Piedmont and Emeryville. Our existing relationships and sense of teamwork will streamline internal communication and help provide immediate response to concerns and questions from the City.

CONSTRUCTION MANAGEMENT

- Construction Management, Resident Engineering & Field Inspection
- Cost Estimating, Constructability Reviews, Civil Engineering Support & Quality Assurance
- Bid Administration
- Public Relations & Notifications
- State & Federal Labor Compliance & Administration
- Progress Meetings, Status Reports & Documentation
- Submittal Management & RFI's
- Cost & Schedule Management
- Conflict Resolution & Claim Management
- Project Closeout & Record Drawings

KEY BENEFITS OF THE COASTLAND | DCCM TEAM

- 31+-year track record providing construction management services to public agencies throughout Northern California
- Local knowledge and experienced staff
- Trusted subconsultant partners
- Specialize in serving public agencies

DEPTH OF STAFF TO MEET ALL THE CITY'S ON-CALL NEEDS

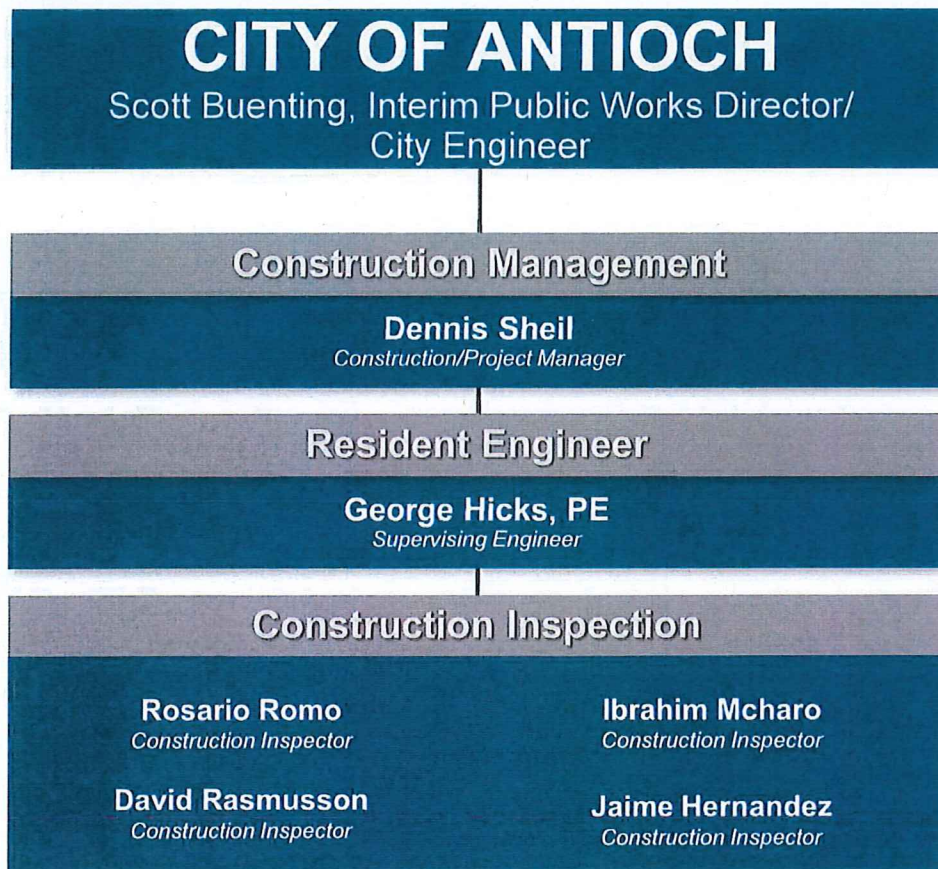
Our proposed team is well accustomed to on-call contracts and overseeing multiple projects concurrently. They work very closely and communicate clearly to ensure that critical inspections are made, contractors have proper direction, citizens' needs are addressed, and our clients are kept up-to-date on project issues and progress. Our staff discuss their projects daily to ensure all needs are met. **We have a depth of staff that enables us to respond quickly to Antioch's needs and maintain project continuity.** In addition to the staff identified in the diagram below, we have a robust team of more than 20 inspectors to assist and backfill as needed.

PROJECT ORGANIZATION CHART

The following organization chart illustrates the personnel who are committed to be available to the City of Antioch. All proposed team members are qualified and available to serve the City and will be committed to providing efficient services on your projects.

The core of the Coastland | DCCM team will consist of **Dennis Sheil, Construction Manager**, who will be supported with our team of construction inspectors. Other identified Coastland | DCCM staff will act as the primary technical resource pool to serve our team and the City to help identify and select the best-fit approaches to each project.

Resumes for key Coastland | DCCM staff can be found in **Appendix A**.



PROJECT TEAM

With a staff of over 75 professional engineers, construction managers and inspectors, technicians and support staff our team has ample resources to respond to the City's requests while still providing a highly personal approach that is not often found in larger firms. Our key staff listed below are dedicated to serving the City of Antioch.

Dennis Sheil will serve as the Construction/Project Manager. He will give his personal attention to each project and work with the City and the assigned project team to make sure all assigned projects meet the City's goals and expectations.

Rosario Romo will serve as the primary construction inspector with day-to-day contact with City staff. Working side by side with staff for the past five years Rosario has developed trusted working relationships with city staff and is considered to be a key component of many successful development projects in the City of Antioch.

Complete resumes listing relevant projects for each staff member can be found in **Appendix A**.

<p>DENNIS SHEIL CONSTRUCTION/PROJECT MANAGER</p>  <p>Education: Ph.D. Project Management, Los Angeles University MBA, University of Phoenix BS, Business Management, University of Phoenix AA, Construction Technology</p> <p>Years of Experience: 44</p> <p>Certification: LEED Green Associate; CAL OES Assessment Evaluator; Contract Construction Inspection</p> <p>References: City of Emeryville Pedro Jimenez, Assistant City Manager City of Emeryville 510-596-3770 pjimenez@emeryville.org</p> <p>City of Piedmont Daniel Gonzales, Public Works Director City of Piedmont (510) 420-3061 dgonzales@piedmont.ca.gov</p> <p>Dublin San Ramon Services District Rudy Portugal, P.E., Associate Engineer Dublin San Ramon Services District (925) 875-2251 rportugal@dsrsd.com</p>	<p>GEORGE HICKS, PE SUPERVISING ENGINEER</p>  <p>Education: B.S., Civil Engineering, California State University, Chico</p> <p>Years of Experience: 38</p> <p>License: Civil Engineer, CA 47391</p> <p>References: City of Benicia Kyle Ochendusko, Public Works Director City of Benicia (707) 746-4200 kochendusko@ci.benicia.ca.us</p> <p>City of Fairfield Michael Hether, P.E., Assistant Public Works Director-Utilities City of Fairfield mhether@fairfield.ca.gov</p> <p>Solano Irrigation District Paul Fuchslin, P.E., Director of Engineering Solano Irrigation District 707-455-4020 pfuchslin@sidwater.org</p>
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ROSARIO ROMO
CONSTRUCTION INSPECTOR



Years of Experience: 18
Certification: OSHA's 10 hour
Occupational, Safety, and Health
Training
Confined Space Entry Trained

References:

City of Antioch
Scott Buenting, Interim Public Works Director/City Engineer
City of Antioch, Capital Improvements Division
(925) 779-7050
sbuenting@ci.antioch.ca.us

City of Benicia
Kyle Ochendusko, Public Works Director
City of Benicia
(707) 746-4200
kochendusko@ci.benicia.ca.us

City of Piedmont
Daniel Gonzales, Public Works Director
City of Piedmont
(510) 420-3061
dgonzales@piedmont.ca.gov

JAIME HERNANDEZ
CONSTRUCTION INSPECTOR



Years of Experience: 37
Certification: OSHA's 20-hr
Occupational, Safety and Health
Training

Cathodic Protection on Gas Lines
Energized Vault Safety

Pole Top & Confined Space Rescue / gas operations /
handling, trainer distribution

References:

City of Antioch
Scott Buenting, Interim Public Works Director/City Engineer
City of Antioch, Capital Improvements Division
(925) 779-7050
sbuenting@ci.antioch.ca.us

City of Benicia
Kyle Ochendusko, Public Works Director
City of Benicia
(707) 746-4200
kochendusko@ci.benicia.ca.us

City of Piedmont
Daniel Gonzales, Public Works Director
City of Piedmont
(510) 420-3061
dgonzales@piedmont.ca.gov

DAVID RASMUSSEN
CONSTRUCTION INSPECTOR



Education:
AA Construction Inspection
D2 Water Distribution Operator

Years of Experience: 26
Certification: D2 Water Distribution
Operator

References:

City of Piedmont
Daniel Gonzales, Public Works Director
City of Piedmont
(510) 420-3061
dgonzales@piedmont.ca.gov

Solano Irrigation District
Paul Fuchslin, P.E., Director of Engineering
Solano Irrigation District
707-455-4020
pfuchslin@sidwater.org

City of Vallejo*
Earl Robinson, Water Distribution Superintendent
707-333-0584
Earl.robinson@cityofvallejo.net
*Prior to joining Coastland | DCCM

IBRAHIM MCHARO
CONSTRUCTION INSPECTOR



Education: MS, Mining Survey
Engineering
MS Geodetic Engineering
Doctorate of Business Administration
Years of Experience: 20

Certification: OSHA, HAZPOWER,
CALAPA/Caltrans, Certified
Acceptance Tester

References:

City of Emeryville
Pedro Jimenez, Assistant City Manager
City of Emeryville
510-596-3770
pjimenez@emeryville.org

City of Piedmont
Daniel Gonzales, Public Works Director
City of Piedmont
(510) 420-3061
dgonzales@piedmont.ca.gov

Solano Irrigation District
Paul Fuchslin, P.E., Director of Engineering
Solano Irrigation District
707-455-4020
pfuchslin@sidwater.org

TIMELY MANNER

AVAILABILITY

We are excited about the opportunity to continue serving Antioch and can begin providing Construction Management and inspection services immediately following contract execution. The staff we have proposed for upcoming Antioch projects all live within a half-hour or less from the City. Coastland | DCCM has four offices and offers a depth of construction staff including more than 20 construction management and inspection personnel. This robust staffing level and team-oriented culture allow us to utilize additional resources within the company as required to meet the daily construction needs of our clients. Therefore, redirecting one or more of our staff from their current work in the Piedmont/Emeryville area to Antioch is easily achievable by backfilling with other existing staff in the event additional coverage is required to meet Antioch's needs.

Coastland | DCCM has the appropriate level of resources to provide very prompt and flexible responses, while still maintaining a highly personal approach to serving our clients. Our team understands that construction is not a 9-to-5 job and we are available for night, weekend and overtime work as required to keep our clients' projects on-track.

ACCESSIBILITY

Coastland | DCCM staff will meet regularly with City staff and **remain accessible at all times**. For the City's convenience, all services can be accessed by contacting one primary contact: Dennis Sheil. The City can be assured a prompt response to their inquiries.

STAFFING STABILITY

Coastland | DCCM is well-founded and dependable. Having served public agencies exclusively for over 31 years from our Santa Rosa office, we understand the staffing requirements and flexibility required by cities and special districts. Our team continues to grow, we have expanded and improved our staffing and services to meet our clients' needs. We have long-term relationships with many of our clients, some stretching 30 years. **Our record of repeat clients, combined with the growth of our staff, attests to the client confidence and staffing stability.**

COASTLAND | DCCM HAS SERVED THE FOLLOWING CLIENTS THROUGH ON-CALL CONTRACTS:

- | | |
|----------------|-------------------|
| • Alameda | • American Canyon |
| • Antioch | • Belmont |
| • Benicia | • Berkeley |
| • Calistoga | • Clearlake |
| • Cloverdale | • Colfax |
| • Corte Madera | • El Cerrito |
| • Elk Grove | • Emeryville |
| • Fairfax | • Fairfield |
| • Galt | • Lone |
| • Lincoln* | • Loomis |
| • Marin County | • Mill Valley |
| • Pacifica | • Piedmont* |
| • Pinole | • Rancho Murieta |
| • Rohnert Park | • Santa Rosa |
| • Sausalito | • Sonoma County |
| • St. Helena | • Suisun City |
| • Tiburon | • Ukiah |
| • Vacaville | • Wheatland* |
| • Willows* | • Windsor |
| • Woodland | • Yountville |

* Serving as contract City/District Engineer

COMMITMENT

Our team is committed to become an extension of City staff and be the City's representative in the field. We will partner with the City and keep you informed regarding costs, changes, public relations, and construction progress. From the onset of a construction project, we will establish the lines of communication and foster good relationships with stakeholders. The City's key staff will be given daily updates regarding each project's progress and issues.

Coastland | DCCM places a high priority on ensuring we do not over-commit individuals, nor leave any need unmet. This will ensure timely completion of each project and responsiveness to City requests. **Rosario Romo has been providing similar services to Antioch since 2018. Rosario has sufficient time to continue providing inspection services to the City as an extension of City staff.**

EXHIBIT "2"

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND PARK ENGINEERING, INC. FOR ON-CALL CONSTRUCTION INSPECTION SERVICES

THIS AGREEMENT ("**Agreement**") is made and entered into this 25th day of April, 2023 ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("**City**") and Park Engineering, Inc. with its principle place of business at 372 Village Square, Orinda, CA 94563 ("**Consultant**"). City and Consultant individually are sometimes referred to herein as "**Party**" and collectively as "**Parties.**"

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A attached hereto and incorporated herein at the time and place and in the manner specified therein ("**Services**"). In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on April 25, 2026, the date of completion specified in Exhibit A, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section 8.

1.2 Standard of Performance. Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

SECTION 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed One hundred thousand dollars (\$100,000.00) notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered

pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services; and,
- The Consultant's signature.

2.2 Payment Schedule.

2.2.1 City shall make incremental payments, based on invoices received, for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

2.3 Total Payment. City shall pay for the Services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering Services pursuant to this Agreement, unless expressly provided for in Section 2.5.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 Hourly Fees. Fees for work performed by Consultant are on an hourly basis.

2.5 Reimbursable Expenses. There are no reimbursable expenses under this Agreement.

2.6 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 Authorization to Perform Services. The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Consultant receives authorization to proceed from the Contract Administrator.

SECTION 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an AM Best rating of no less than A:VII unless otherwise accepted by the City in writing:

4.1 Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

4.2 Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

4.3 Workers' Compensation Insurance. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4.4 Professional Liability (Errors and Omissions). Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

4.5 Other Insurance Provisions. Unless otherwise specified below, all insurance policies are to contain, or be endorsed to contain, the following provisions:

4.5.1 *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

4.5.2 *Primary Coverage.* For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

4.5.3 *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.5.4 *Waiver of Subrogation.* Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

4.5.5 *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.5.6 *Claims made policies.* If any of the required policies provide claims-made coverage:

4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.5.6.2 Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

4.5.6.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4.6 **Certificate of Insurance and Endorsements.** Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.7 **Subcontractors.** Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

4.8 **Higher Limits.** If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

4.9 **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

4.10 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise, any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due to Consultant under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or,
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

5.1.1 Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5.2 By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

SECTION 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.3; however, otherwise City shall not have the right to control the manner or means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the Services.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Section in any subcontract approved by the Contract Administrator or this Agreement.

7.6 California Labor Code Requirements. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the full term of this Agreement and require the same of any subconsultants, as applicable.

Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement only for cause upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for Services performed satisfactorily to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in their sole and exclusive discretion, extend the end date of the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the Parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

9.2 Confidentiality. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the Services under this Agreement in any publication without the prior written consent of the City.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California

Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

9.5 Intellectual Property. The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Venue. In the event either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

10.2 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.3 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.4 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.5 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.6 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or

official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.7 Inconsistent Terms. If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by Scott Buenting ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Steve Patterson
Park Engineering, Inc.
372 Village Square
Orinda, CA 94563

Any written notice to City shall be sent to:

Capital Improvements]
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007
Attn: City Attorney

10.11 Integration. This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

CITY:

CITY OF ANTIOCH

Forrest Ebbs, Acting City Manager

Attest:

Elizabeth Householder, City Clerk

Approved as to Form:

Thomas Lloyd Smith, City Attorney

CONSULTANT:

PARK ENGINEERING, INC.

By:_____

Name:_____

Title:_____

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]



EXHIBIT "A"

March 23, 2023

City of Antioch
Capital Improvements Division
Attention: Lori Medeiros
P.O. Box 5007
Antioch, CA 94531-5007

RE: Statement of Qualifications to Provide On-Call Construction Inspection Services

Dear Ms. Medeiros,

Park Engineering, Inc. is well qualified and highly motivated to provide Construction Management and Inspection Services to the City of Antioch for various upcoming City projects. Park Engineering has performed construction management and inspection services for numerous public works agencies and has the personnel with the experience and expertise to successfully complete projects for the City of Antioch.

FIRM INTRODUCTION

Park Engineering is a certified DBE firm that was founded in 2013 with the vision of providing high quality construction management, construction inspection, program/project management, project controls, and contract administration services to public agencies on transportation and infrastructure projects. Park Engineering specializes in projects with federal, state, bond, grant and other specialty funding requiring coordination with and audits by Caltrans, FHWA, FAA and other oversight agencies.

RELEVANT EXPERIENCE

A significant amount of our work is performed for local public agencies through on-call procurement. We are able to manage multiple projects simultaneously and provide appropriate staff to manage projects of varying types, including roadway and bridge rehabilitation and new construction, water and wastewater infrastructure, parks, and City facilities. Park Engineering has successfully managed ongoing contracts with such Bay Area cities as Concord, Oakley, San Pablo, San Rafael, Berkeley, Daly City, Fremont, Alameda, and Orinda, as well as the counties of Contra Costa and Marin.

CLEAR UNDERSTANDING OF ON-CALL CONTRACTS

As Principal in Charge and Project Manager, I will be the main contact with the City for technical and contractual issues and I will be responsible for providing the City with the appropriate Park Engineering resources for completing City projects. Having managed numerous on-call project management and construction management services contracts for public agencies, I understand the types of projects that the City has, and the personnel required to successfully complete those projects. Depending on the timing and needs of the project, I will tailor the project personnel to meet project demands. Our team is available full-time or part-time depending on the project and City's needs. We have worked in a staff augmentation role and as an in-house project manager, so we know what it takes to work as an integrated member of an agency team.

Orinda Office
372 Village Square
Orinda, CA 94563
Tel: 925-257-2508
Fax: 925-401-7030

Emeryville Office
3960 Adeline Street, #3
Emeryville, CA 94608
Tel: 925-257-2508
Fax: 925-401-7030

A38

1. INTRODUCTORY LETTER

QUALIFIED PERSONNEL

Our construction management personnel include resident engineers and construction inspectors with experience managing roadway, bridge, building, water and sewer lines, flood control, landscape and irrigation, utility, park, signal and lighting, and other public works construction projects for local agencies and Caltrans. Our construction inspection personnel have experience working both independently and as part of a team to complete City projects. Our team is available full or part-time for any and all days of the week, depending on the project and City's needs. We are also including **Zoon Engineering** on our team as a possible resource for the City for resident engineering, scheduling and inspection services.

CONTRACT REQUIREMENTS

Park Engineering accepts the terms of the standard consulting services agreement provided in the RFQ as Appendix D, and the firm holds insurance coverage that meets City requirements.

We look forward to the opportunity to work with the City. Should you have any questions or need additional information, please do not hesitate to contact me. I can be reached at 372 Village Square, Orinda, CA 94563; spatterson@park-eng.com; and (510) 701-0319. I will be the main contact throughout the selection process and am authorized to negotiate and contractually bind the firm to provide services to the City.

Sincerely,

PARK ENGINEERING, INC. (CALIFORNIA)



Steve Patterson, PE
Vice President

2. OFFICE LOCATION

OFFICE LOCATION OF PLACE OF BUSINESS

Park Engineering, Inc. is headquartered in Orinda, California, with a satellite office in Emeryville, California.

Work for the City of Antioch will be managed from our office in Orinda:

372 Village Square
Orinda, CA 94563

FIRM BACKGROUND AND QUALIFICATIONS

Park Engineering, Inc. was founded in 2013 with the vision of providing high quality engineering, construction management, construction inspection, program/ project management, project controls, and contract administration services to public agencies on transportation and infrastructure projects.

Park Engineering is led by Jaemin Park and Steve Patterson as the principals of the company. Our company is comprised of experienced professionals who have worked together for numerous transportation and local agencies throughout the San Francisco Bay Area. Our collective project experience includes roadway rehabilitation and repaving, streetscapes including street lighting and signals, sanitary sewer projects, bridge rehabilitation and replacements, structures and buildings, rail and grade separations, and many other local agency projects constructed to Local, Caltrans and Federal requirements.

Park Engineering specializes in projects with Federal, State, bond, grant and other specialty funding requiring coordination with and audits by, Caltrans, FHWA and other oversight agencies.

SERVICES PROVIDED

Park Engineering provides a range of project and construction management services to public agency clients. These include:

- Program Management
- Project Management
- Project Controls and Document Control
- Construction Management
- Construction Inspection
- Resident Engineering
- SWPPP Implementation and Inspection
- Scheduling and Schedule Control
- Cost Estimating and Cost Control
- Utility Coordination
- Claims Analysis, Negotiation and Resolution Support
- Value Engineering
- Permit Compliance
- Constructability and Bid-ability Review
- Bid Advertisement and Award
- Staff Augmentation
- Federal and State Audit Support
- Federal Fund Reimbursement and Project Closeout
- Community Relations and Public Outreach

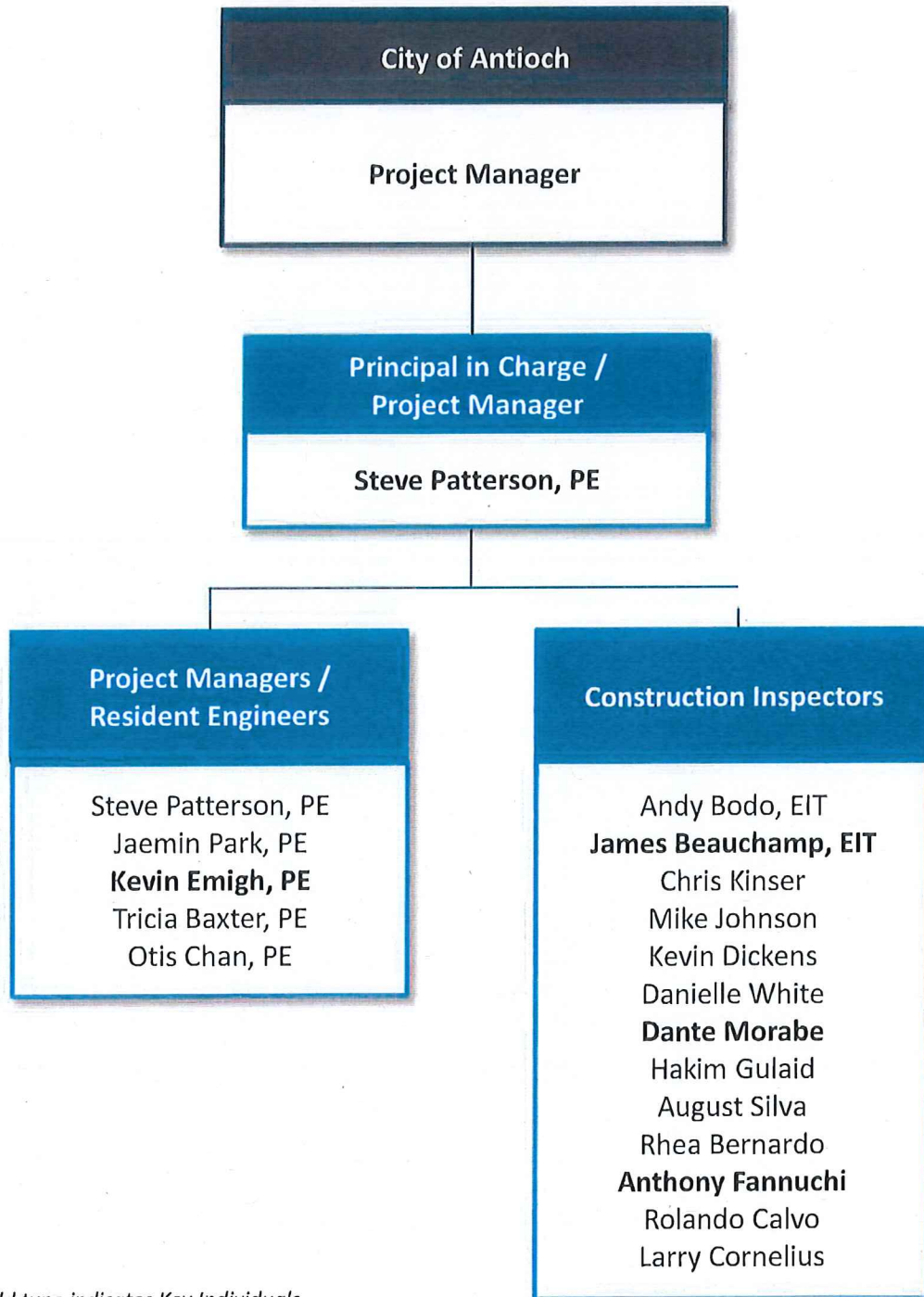
Legal Name of Firm	Park Engineering, Inc.
Type of Ownership	Corporation, California
Year Established	2013
Contact Information for Principal Contact	Steve Patterson, PE Vice President (510) 701-0319 spatterson@park-eng.com
Number and Type of Employees	4 Project Managers/ Resident Engineers 13 Construction Inspectors
Certifications	State of California CUCP DBE/UDBE (No. 41711) State of California DGS SBE (No. 1757722)
Insurance Requirements	Park Engineering meets all City requirements

3. QUALIFICATIONS AND EXPERIENCE OF FIRM AND KEY TEAM MEMBERS

PROJECT TEAM

Steve Patterson, PE will be the Project Manager, responsible for management of the overall contract and assigning Park Engineering staff to City projects. Steve is also an available Resident Engineer, able to assist the City with the management of individual projects. Park Engineering has additional project management, resident engineering, and construction inspection resources.

We are also including **Zoon Engineering** on our team as a possible resource for the City for resident engineering, scheduling and inspection services.



Bold type indicates Key Individuals

3. QUALIFICATIONS AND EXPERIENCE OF FIRM AND KEY TEAM MEMBERS

SUMMARY OF TEAM EXPERIENCE and QUALIFICATIONS

Park Engineering has qualified construction management and inspection staff available to assist with the delivery of City projects. We have highlighted key staff as outlined in the RFP and have also included additional staff to represent the firm's larger resources. Depending on the type and timing of assignment, we will match the work to the most qualified and available personnel, with the City's approval.

KEY STAFF

Steve Patterson, PE will be the **Principal in Charge and Project Manager** of the team, providing oversight and managing Park Engineering resources. Steve will perform periodic checks not only with the construction management staff, but also the City staff to ensure satisfied results.

Steve is also available to assist the City as a **Resident Engineer**. He has over 31 years of experience in construction and project management, and contract administration for city and county projects throughout the Bay Area. He has completed several projects that have received federal and grant funding and is well-versed in the procedures of project and contract management. Steve's experience also includes project management of City owned properties for the City of San Rafael that has encompassed buildings, parking structures, pump stations, parks, streetscapes, and roadways and bridges. He has worked in the capacity of Project Manager, Resident Engineer, Construction Inspector, and Office Engineer.

Steve is proficient in the Caltrans Standard Specifications, Standard Plans, Construction Manual, Local Assistance Procedures Manual, and the "Greenbook" Standard Specifications for Public Works Construction. He is also well versed in California Building Codes. Steve has performed coordination and management with multiple project stakeholders. He is experienced with coordinating project work with utility companies, cities, counties, Caltrans, California Department of Fish and Game, Regional Water Quality Control Board, Union Pacific Railroad, private

businesses, and the public. Steve is a registered Civil Engineer in California.

Steve will work closely with the City Project Manager to anticipate upcoming projects and provide the appropriate staff to match project needs. Our team includes:

Kevin Emigh, PE, Project Manager/Resident Engineer has over 35 years of experience providing project management, construction management, construction administration, and design of building, facilities, highway, bridge, and other public works infrastructure projects throughout California. He has worked with state, regional and local agencies in the capacity of project principal, project manager, resident engineer, construction inspector, project engineer, and design engineer. He has contributed to numerous constructability/ bid-ability reviews and value engineering studies. Kevin has managed and administered 140 construction projects over his career at Contra Costa County and has worked with permitting and oversight agencies throughout the San Francisco Bay Area. He is experienced with coordinating project work with utility companies, cities, counties, Caltrans, California Department of Fish and Game, Regional Water Quality Control Board, private businesses, and the public. Kevin is a registered Civil Engineer in California. Kevin is also a longtime resident of Martinez.

James Beauchamp, EIT, Senior Construction Inspector

James has spent over 23 years in the construction industry working as a construction inspector for many Bay Area city and county public works departments and transportation agencies, including Caltrans, BART and VTA. He is proficient in the execution of construction administration and contracts, as well as construction inspection at the city, state and federal agency levels.

Dante Morabe, Senior Construction Inspector

Dante has over 23 years of experience with pavement rehabilitations, utility, roadway and

3. QUALIFICATIONS AND EXPERIENCE OF FIRM AND KEY TEAM MEMBERS

civil construction projects and has worked on complex projects requiring coordination with residents, businesses, multiple agencies and working in areas frequented by the public. Dante is a longtime resident of Martinez.

Anthony Fannuchi, Senior Construction Inspector

Anthony has over 22 years of experience as a construction inspector and assistant resident engineer on public works construction projects for numerous Local, State and Federal agencies for capital improvements projects and developer projects with public and private funding. His experience includes mass site grading, rough and finish grading of streets and highways, paving including HMA and rubberized HMA, curb, gutter and sidewalk, curb ramps, traffic signals, street lighting, underground utilities, joint trench, and landscaping.

ADDITIONAL TEAM RESOURCES

Jaemin Park, PE, Resident Engineer has over 30 years of experience providing project management, construction management, construction administration, and design of bridge, roadway/highway, building, facilities, and other public works infrastructure projects throughout California. He has worked with state, regional and local agencies in the capacity of project principal, project manager, resident engineer, structures representative, construction inspector, project engineer, and design engineer. He has contributed to numerous constructability/ bid-ability reviews and value engineering studies to support state, regional and local agencies. Jaemin is an expert in federally funded projects. Jaemin is a registered Civil Engineer and Licensed Building Contractor in the State of California.

Tricia Baxter, PE, Project Manager/ Resident Engineer

Tricia Baxter more than 25 years of experience in project and construction management, design, and contract oversight in transportation engineering. She has successfully managed numerous public works construction projects, including for Cities, Counties, Caltrans and other public and transit agencies. Her duties have included all aspects of contract management,

such as tracking submittals, equipment and materials, estimating, and scheduling. She has provided oversight for projects that include pavement rehabilitation, storm drains and drainage systems, water and sewer, new and existing city intersections, streetscape construction/ rehabilitation, and utilities.

Andy Bodo, EIT, Senior Construction Inspector

Andy Bodo has 23 years of experience providing construction management and inspection for roadway, bridge and public works construction projects. His experience has included roadway rehabilitations, underground utilities, and streetscapes. Andy is proficient in Caltrans construction manuals and specifications and has experience with federal and bond funded projects.

Chris Kinser, Senior Construction Inspector

Chris has over 25 years of experience in transportation and infrastructure construction, including bridge rehabilitations, street improvements, streetscapes, roadways and highways, drainage, and multiple utility project experience. Chris has extensive experience working with local agencies on federal and locally funded projects.

Hakim Gulaid, Senior Construction Inspector

Hakim has more than 28 years' experience in the heavy construction industry. His extensive experience includes reviewing plans, special provisions and standard specifications for projects, evaluating and managing all quality control processes and documents, auditing, reviewing and approving quality control items onsite, managing submittals and shop drawing reviews, approving mix designs, verifying and reviewing materials used at the jobsite, and ensuring that all aspects of construction work meet the standards and specifications required.

Mike Johnson, Senior Construction Inspector

Mike has over 40 years of experience as an inspector for transportation and public works construction projects that have included bridges and other structures roadways and highways, drainage, signal & lighting, and multiple utility installation / relocations. Mikes has extensive experience working with local agencies on federal and local funded projects.

3. QUALIFICATIONS AND EXPERIENCE OF FIRM AND KEY TEAM MEMBERS

Danielle White, Senior Construction Inspector

Danielle has 18 years of experience managing the construction of public works infrastructure, heavy civil, and structures projects. She has coordinated paving and other roadway improvements with city and county agencies. She provides oversight of the contractor and materials testing and other consultants in the field.

Kevin Dickens, Senior Construction Inspector

Kevin has over 35 years of experience as a construction manager and inspector for the delivery of a wide variety of water infrastructure projects, including several water main replacement projects. Having worked for a Bay Area water agency for many years, he knows how to represent a client in a professional manner.

August Silva, Senior Construction Inspector

August is highly experienced in underground construction with over 45 years of experience on public works and private sector projects. His expertise comes from working for construction contractors as a superintendent and foreman on numerous underground improvements for water, sanitary sewer, storm drain, various dry utilities – phone, power & gas – and the related roadway restoration / improvement work.

Rhea Bernardo, Construction Inspector

Rhea has over 15 years of experience managing and supervising construction projects for public works & private construction projects, including buildings, roadway rehabilitations, underground utilities, and streetscapes.

Larry Cornelius, Senior Construction Inspector

Larry has over 40 years of experience providing construction management and inspection for roadway, bridge and public works construction projects, including roadway rehabilitations, and underground utility improvements.

Rolando Calvo, Senior Construction Inspector

Rolando has more than 40 years of extensive work experience in engineering and construction works, specialized in construction inspection, project monitoring, and management of large and complex infrastructure projects including but not limited to construction of sewerage system, pump station, force main, effluent pond sludge drying facilities, watermains, recycled waterlines, and drainage improvement projects. Rolando also has knowledge and experience in HMA pavement construction, rehabilitation, and maintenance.

Full resumes are provided in Appendix A.



3. QUALIFICATIONS AND EXPERIENCE OF FIRM AND KEY TEAM MEMBERS

REFERENCES

The following current and former clients will speak to the quality of services Park Engineering key personnel provide.

REFERENCE	PROJECT
Steve Patterson, PE – Project Manager/Resident Engineer	
Jenna Caldwell, PE Senior Engineer, Design & Construction Contra Costa County, (925) 313-2020	Construction Manager / Resident Engineer for various County roadway construction projects including Kirker Pass Truck Climbing Lane.
Bernard Enrile, PE CIP Manager, City of Concord (925) 671-3031	Resident Engineer for multiple improvement projects for the City, such as the Central Concord Pedestrian Improvements, Monument Blvd Class 1 Path, Willow Pass Road Signal Improvements, and Measure Q Paving Project 8
Grant Bailey, PE Program Manager – Engineer Napa Valley Transportation Authority (707) 259-5951	Construction Manager/ Resident Engineer for Napa Valley Vine Trail Project, St. Helena to Calistoga.
Kevin Emigh, PE – Project Manager/Resident Engineer	
Joe Enke, PE (former) City Engineer, City of Berkeley (510) 981-6411	Project Manager/ Resident Engineer for numerous roadway and underground utility projects including The Central Berkeley T&I Project.
Warren Lai, PE Deputy PW Director, Contra Costa County (925) 313-2180	Management all projects in Design and Construction Division, Public Works Department, Contra Costa County, California.
Adele Ho, PE Project Manager, Urban Tilth (510) 815-4043	Resident Engineer/Construction Manager for Fred Jackson Way Raingardens Project and North Richmond Farm Project Phase 2-II.
James Beauchamp, EIT – Senior Construction Inspector	
Warren Lai, PE Deputy PW Director, Contra Costa County (925) 313-2180	Field Engineer / Construction Coordinator the Dougherty Valley Development Project and multiple other Capital Improvement Projects.
Billilee Saengchalern, PE Principal Engineer, City of Oakley (925) 625-7154	Permit compliance for Grand Cypress development and Amazon Campus Buildings.
Adelina Huerta, PE Division Manager, Design & Construction Contra Costa County (925) 313-2305	Field Engineer for the Buchanan Airfield Runway Improvements project (FAA Project)

3. QUALIFICATIONS AND EXPERIENCE OF FIRM AND KEY TEAM MEMBERS

Dante Morabe – Senior Construction Inspector	
Warren Lai, PE Deputy PW Director, Contra Costa County (925) 313-2180	Construction inspection supervisor in Design and Construction Division, Public Works Department, Contra Costa County, California for various public works construction projects.
Leck Soungpanya Construction Supervisor, City of San Pablo (510) 215-3067	Construction inspection for various public works roadway and development project.
Adelina Huerta, PE Division Manager, Design & Construction Contra Costa County (925) 313-2305	Construction inspection supervisor in Design and Construction Division, Public Works Department, Contra Costa County, California for various public works construction projects.
Anthony Fanucchi– Senior Construction Inspector	
Billilee Saengchalern, PE Principal Engineer, City of Oakley (925) 625-7154	Permit compliance for Grand Cypress development and Amazon Campus Buildings.
James Lai Inspection Supervisor Alameda County Public Works Agency (510) 882-0396	Construction inspector for multiple, county-wide Capital Improvement Projects
David Lau Senior Engineer City of Oakland (510) 514-1243	Former assignment at Alameda County PW. Construction inspector for multiple, county-wide Capital Improvement Projects

4. ABILITY TO PROVIDE IDENTIFIED SERVICES IN A TIMELY MANNER

ON-CALL CONSTRUCTION MANAGEMENT DELIVERY

As much of our work with local agencies is through on-call contracts, we are accustomed to working in that environment. Park Engineering works closely with our clients to determine their project needs and provide the most qualified and appropriate staff to complete project assignments. We provide our staff with all the tools and materials necessary to effectively complete the work. Our construction management personnel also have the appropriate training and certifications to work safely and accurately. Many of our staff are trained in and capable of working in multiple roles, which results in project staffing efficiency and reduced construction management costs. On-call staffing assignments have also been filled on short notice and minimal durations for emergency projects or staff situations.

SIMILAR PROJECT EXPERIENCE

Park Engineering, Inc. is comprised of seasoned veterans who have worked with numerous local agencies throughout the San Francisco Bay Area, both with Park Engineering and together at previous firms for over 20 years. Our experience includes public works infrastructure and transportation, as well as capital improvement, permit compliance and building projects.

Our firm currently holds on-call contracts with cities and counties throughout the Bay Area, so we understand not only the nature of the work, but also that our services will be required as-needed. We know how to staff such assignments so that the client gets the best personnel for the project in the most efficient manner. Some of the firm's current On-call contracts include:

- On-Call Construction Management and Inspection Services – Contra Costa County Public Works Department
- On-Call Permit Compliance and Inspection Services – City of Oakley, Public Works
- On-Call Construction Management and Inspection Services - City of San Pablo, Public Works Department
- On-Call Project Management, Construction Management and Inspection Services, City of Concord
- On-Call Construction Management and Inspection Services - City of Fremont, Public Works Department
- On-Call Construction Management and Inspection Services - City of Benecia
- On-Call Permit Compliance and Inspection Services – San Rafael Sanitation District
- On-Call Construction Management and Inspection Services - City of Millbrae
- On-Call Construction Management and Inspection Services - City of Alameda
- On-Call Construction Management and Inspection Services - City of Livermore
- On-Call Construction Management and Inspection Services - City of San Mateo, Public Works Department
- Construction Management and Inspection Services - City of Daly City
- As-Needed Project Management, Construction Management and Inspection Services - City of San Rafael, Public Works Department



4. ABILITY TO PROVIDE IDENTIFIED SERVICES IN A TIMELY MANNER

PROPOSED APPROACH TO SERVICES

Park Engineering, Inc. is a professional engineering and construction management firm with extensive experience with on-call professional services contracts specializing in public works projects with local, State, Federal and special grant funding. We have the personnel who have worked with many local, regional and State agencies and can complete anticipated City projects successfully.

Park Engineering will perform all of the duties required in the RFQ. Our experience in working with public agencies in various capacities is the key to a successful relationship with City Staff. All Park Engineering staff have worked in the role of representing a public agency and know how to not only to interact properly with the City personnel, but also how to represent the City externally.

MANAGEMENT AND COORDINATION

We will manage our contract with the City to provide cost-effective engineering, construction management and construction inspection services by utilizing the following practices:

- Open flow of communication with the City Staffing Coordinator on costs and staffing.
- Hold regular meetings with the City Staffing Coordinator to review any concerns with Park Engineering staff and to learn details of upcoming work.
- Accurate, detailed and timely billing information that monitors our contract's funds.
- Provide adequate staffing and/or service to cover the City's needs.
- Frequent "check-ins" with staff for assistance with any questions and/or needs of current workload and provide information of upcoming tasks.
- Oversight of staff to ensure their work is acceptable to the City.
- Review of deliverables for ensured high quality and accuracy.
- Provide any necessary training or tutorial assistance to ensure the City's needs are met and interests are protected.

The main challenge to an on-call construction management and construction inspection services contract is being able to respond to the requests and needs of the City in a timely manner. Ability to provide qualified staff with the required skill set when requested starts with pre-planning and constant coordination and follow up. Park Engineering has provided on-call services to many agencies and knows the steps needed to successfully support the City. The required steps include:

Pre-selected staffing with specialties approved by the City.

- Regular communication with City project manager to forecast projects and needs.
- Planning months ahead and updating staffing availability to match upcoming City projects.
- Meeting with the City project manager and developing a staffing plan including both City staff and Park Engineering staff to cover all upcoming construction and engineering projects.
- Executing the staffing plan and making adjustments when needed to efficiently and effectively cover all the work.

Responding to City Staffing Needs

Since the contract is to provide support to the City on an on-call basis, it is important to be flexible. Short term coverage for small projects or to fill in for a City staff member's vacation may be part of this contract. The ways to handle these types of needs starts with pre-planning and anticipating the City's needs. Having local staff that can respond quickly to the City's needs and cover the short term assignments is a necessity. Park Engineering is a local Bay Area firm and all the firm's resources are in the Bay Area. We can respond quickly to the City's needs for short term and long term assignments.

Level of Effort

Depending on the project, staff can cover multiple projects for efficiency. The City may need staff augmentation to support construction inspection. The City may also have a need to full construction management and inspection for a federally funded projects. Work may be support

4. ABILITY TO PROVIDE IDENTIFIED SERVICES IN A TIMELY MANNER

for contract administration and office engineering, or coordination and contract compliance. The City may have project specific design needs or support to augment the City on design assignments. The support will depend on the project type and the project funding sources. Park Engineering will do what is needed to cover the work and to meet the project requirements and also any funding or oversight agency requirements.



Responding to Emergency Situations for Construction

Park Engineering has seasoned key staff who have worked with numerous local agencies throughout the San Francisco Bay Area on a variety of projects. Their experience prepares them to address emergencies that may occur on the job site. Emergency response requires handling the situation immediately to ensure safety of the public and workers and notifying all the appropriate management staff, including City Project Manager and Officials.

RESOURCE DELIVERY

Our personnel will be dispatched from our office in Orinda or Emeryville where they will be able to complete all administrative tasks associated with the contract documentation of each project assigned. Field personnel will work primarily from the job site of the assigned project and are equipped with a vehicle, smart phone, camera, and laptop computer to work efficiently from remote locations. Park Engineering does not assume the use of City offices or resources.

In the past, Park Engineering staff has worked within a City office for project delivery duties which required close coordination with City Staff. This role was more of a staff augmentation to assist in meeting project delivery deadlines for the City. All Park Engineering staff are familiar with this type of role, if one may be necessary, and work professionally to not interfere with other City personnel and their duties.

PROJECT APPROACH

There are many challenges that come with the responsibility of providing quality service on public construction projects. At Park Engineering, we understand that a public agency must answer to elected officials, oversight and permitting agencies, and third-party funding sources. We also understand the public relations pressures on visible community improvements projects and that public perception can make the difference to the success of a project. Our resident engineers take ownership in our projects and will act on the City's best interest to manage, coordinate and inspect the project to successful completion.

All Park Engineering staff will report to City Staff and work under their direction in performing the following required tasks:

- **Coordination Services** – provide qualified personnel to perform all duties of a project coordinator / manager, as well as monitoring activities for compliance with project scope, budget and schedule. Park personnel will also coordinate all correspondence with designers and their sub-consultants, and conduct regular meetings to provide updates to project delivery, scope of work, project budgets and costs.



4. ABILITY TO PROVIDE IDENTIFIED SERVICES IN A TIMELY MANNER

- **Public Outreach Coordination** – provide services to initiate and maintain relations with any businesses and/or residents impacted, or potentially impacted, by a specific project's scope of work. Concerns specific to schedule of the work, construction issues & resolutions, related traffic impacts, construction noise and safety will be communicated and documented to eliminate any "surprises" from the public specific to the project work.
- **Project Documentation** – Park Engineering staff will provide and maintain all project related documentation specific to our role(s). Items may include designer correspondence, review of design submittals, and coordination of internal City review by various internal departments prior to construction. Similar activities will be performed for construction projects and include coordination with the Construction Contractor. Additional construction related duties include contract compliance of the work performed including compliance testing, managing correspondence and RFIs, verifying progress payments and change order merit. All construction documents will be maintained and organized to meet the City's filing requirements and provided at project completion.
- **Progress Payments** – similar to Project Documentation, Park Engineering staff will monitor, review and recommendation to approve invoices will be provided, with documented quantity calculations developed during construction. Accurate quantities will help monitor the construction budget.
- **Support During Construction** – Park Engineering staff will provide support to construction staff for the duration of the work. We will work with the Designers, Resident Engineer and City Staff to assist on any field issues for resolution and document any related cost or time impacts. We will also work on justifications for any change orders determined to have merit, we will facilitate timely replies to submittal reviews, RFIs and field conflicts. In both support efforts, resolutions may require involving other City Departments in addition to the City's Project Manager.
- **Onsite Services** – these duties primarily consist of managing the construction of a project. Park Engineering can provide City-approved Resident Engineers and/or Construction inspectors to ensure all construction activities are in compliance with the Contract Documents. Our staff can also assist with the construction contract administration duties such as, construction related correspondence, submittals & RFIs; monitoring and reporting on project costs and budgets, including documented progress payments and change orders and, potentially any special funding specifics – local, Measure, State or Federal funds; schedule any compliance testing of construction materials, then monitor and summarize test results; schedule, conduct and provide meeting minutes for progress schedule meetings; provide information for any necessary Progress Summary Reports required to provide a "snapshot" of the project's current progress, schedule, issues and costs. All these duties could be performed by Park team members if the resident engineer / construction manager role is part of the scope of services. Our construction staff will closely monitor and document the quality of the work performed to ensure the project funds are well invested and the improvements will last.



4. ABILITY TO PROVIDE IDENTIFIED SERVICES IN A TIMELY MANNER

WORK PLAN

Park Engineering's experience in working with local agencies in various roles will be the key to a successful relationship with City staff. All Park Engineering staff have worked in the role of representing a public agency and know how to not only interact properly with the City personnel, but also how to represent the City.

Park Engineering will support the City by providing construction management and/or inspection services for as-needed staff augmentation. We will perform all the duties required in the RFP.

CONSTRUCTION MANAGEMENT AND INSPECTION

TASK 1 – Pre-Construction Services

- Review contract documents to familiarize and prepare for construction activities.
- Prepare required contract administration and record keeping procedures to be used during project work.
- Attend any meetings with the City and design consultant, if necessary, to discuss project features to act as a kick-off meeting for project questions, meeting of key staff, and review administrative procedures.
- Prepare and conduct project specific pre-construction meeting with the awarded construction contractor. Also, provide meeting minutes and the meeting sign-in sheet for developing a project contact list.

TASK 2 – Construction Inspector & Resident Engineering Services

Project Coordination and Correspondence

- Act as the single point of contact for all communications and coordination between the contractor, utility companies, regulatory agencies, local businesses and residents, the designer, and the City.
- Maintain close contact with City Project Manager for correspondences, to ensure that the City is kept up to date on all project matters.
- Coordinate, conduct and summarize weekly progress meetings with the contractor during construction.

- Maintain project files to meet the City's organizational requirements, which may also meet Caltrans' Local Assistance Procedures Manual.

Schedule Management, Progress Meetings & Reports

- Review contractor's planned schedule for conformance with the specifications and for reasonableness of the sequence and duration of the activities.
- Review required schedule updates submitted by the contractor incorporating all time impact & sequencing changes, including assistance with negotiations for any time extensions merited.
- Review work progress as compared to the planned schedule and notify contractor of schedule slippage. Analyze schedule to determine impacts of weather and/or change orders.
- Prepare and submit (or assist in) a monthly progress report for the City describing key issues, financial and schedule status.

Payment Recommendations

- Review contractor's initial schedule of values (bid) for accuracy & ease of payment
- Review and approve construction progress pay estimates.
- Prepare quantity calculations, including any contract change orders, and progress pay estimates on a monthly basis.
- Review contractor's invoices to verify accuracy and "sign-off" on construction progress pay estimates for City's payment approval.
- Monitor and report on project budget and construction status and provide any necessary info needed for project funding.

Submittal Management

- Support the management of submittals from the contractor, tracking date submitted, duration for review and making sure that submittals are reviewed and returned within the allotted time.
- Assist with the review and approval of contractor submittals required by the construction contract plans and

4. ABILITY TO PROVIDE IDENTIFIED SERVICES IN A TIMELY MANNER

specifications including traffic control plans, Storm Water Pollution Control Plans, and various mix designs.

- Assist in the review of project submittals and return replies to the contractor and any other project partners involved.

Requests for Information

- Coordinate, manage and respond to Requests for Information (RFI's) submitted by the contractor, including tracking RFI's sent to the designers and/or other agencies for their timely response.
- If necessary, schedule and conduct meetings with various project team members to facilitate resolution of issues.

Change Orders

- Review contract documents to determine validity of change orders and provide support to the City.
- Evaluate contractor's change order requests and claims and make recommendations to the City based on the merit and circumstances.
- Review and approve change orders with the City's concurrence.
- Review cost estimates and back up documentation for any contract change order work.
- Prepare independent cost estimates to verify contractor's cost proposals for change orders.
- Negotiate and prepare any contract change orders with justification memorandums for the City's approval.
- If change order prices cannot be agreed upon with the contractor, perform work at force account and track all efforts.
- Review and approve extra work bills verifying hours of labor, equipment and materials and rates for labor, equipment as well as costs for material.
- Include change order payments in monthly progress payments and review contractor's invoices to ensure accuracy.

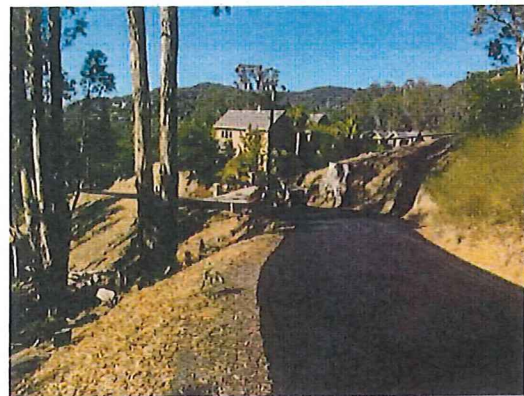
Construction Surveying

- Schedule and coordinate any surveying necessary with City forces.

- Verify any contractor-furnished survey information with contract plans for accuracy and compliance.

Construction Inspection Services

- Perform all field inspection activities to monitor compliance with the contract plans and specifications. Record all items of work, labor, equipment, materials incorporated, materials tested, and any other pertinent information in a daily diary for permanent record of events.
- Monitor contractor's construction activities for conformance with the approved Water Pollution Control Plan and NPDES General Permit requirements.
- Provide project photographs and video documentation of project progress and major work components will be done on a weekly basis and kept for permanent records to support disputes and verify quality for acceptance.
- Conduct, review, and follow up on inspection work to assure completion of the contract including any punch list items of work.
- Inspect work as it is completed. Develop punch list for any needed corrections as the work progresses.



- Perform final inspection of all work for acceptance.
- Manage any necessary utility coordination for conflicts or relocation work required.
- Maintain and enforce safety awareness for the protection of workers and public.

4. ABILITY TO PROVIDE IDENTIFIED SERVICES IN A TIMELY MANNER

- Conduct jobsite employee interviews with contractor employees to monitor labor compliance and provide information to the City for review and approval.
- Assist with the review of contractor's weekly certified payroll for compliance with prevailing wage requirements.
- Prepare supporting quantity calculations for work performed, including any contract change orders, and progress pay estimates on a monthly basis.
- Review contractor's invoices to verify accuracy and "sign-off" on construction progress pay estimates for City's payment approval.

Quality Assurance Testing and Independent Assurance Testing

- Review all necessary sampling and testing of materials for the project, performed by the Contractor, in accordance with the specifications and ensure that all materials meet the contract requirements.
- Make sure that the Contractor performs necessary quality control sampling & testing required.
- Analyze records of materials used in the project in accordance with ASTM and California Standard Test Methods.
- Review test data and materials certifications submitted by the contractor and suppliers for compliance with the contract requirements.
- Schedule and coordinate acceptance and quality assurance sampling and testing to be performed by Applied Materials & Engineering.
- We will review quality assurance testing as required. Testing will be performed in the frequencies required by the City's Quality Assurance Program and any other required State and Federal guidelines like the Caltrans Local Assistance Procedures Manual.

Changes and Claim Management

- Identify actual and potential problems associated with the construction project and recommend sound engineering solutions to the City Project Manager.

- We will analyze, negotiate and resolve any potential claims.
- We will support the City to fight and resolve any outstanding issues, looking out for the best interests of the City.
- Monitor, log and track claim status to ensure contract compliance for timely replies and resolution.

Public Outreach

- Working with the City, implement cost-effective outreach to distribute project information with key stakeholders and the general public.
- Assist in organization and execution of any public outreach meetings and events.
- Assist with questions from the public concerning the project work and schedule.
- Ensure all walkway/street closure notifications are posted on time and accurately.
- Coordinate and communicate with adjacent businesses and residents to minimize impacts and maintain a neighborly reputation. Address public concerns on a daily, weekly, and monthly basis.

TASK 3 – Post Construction


- Conduct, review, and follow up on inspection work to assure completion of the contract including any punch list items of work.
- Work with the contractor's staff to prepare and transition, official and accurate construction record drawings.
- Assist with construction contract accounting, filing and administration in accordance with City, State and Federal requirements.
- Finalize all bid item and change order totals for the project's Final Progress Payment.
- Provide recommendation and supporting information to resolve any outstanding potential claims.
- Assist with the preparation of all required documents for project close-out.
- Provide and discuss summary of 'lessons learned' regarding project and administrative issues with City staff.


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 25, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lori Medeiros, Administrative Analyst I 

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer 

SUBJECT: Consideration of Bids for the Antioch Water Park Perimeter Fence Repair; P.W. 567-11

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Awarding the construction agreement to the lowest, responsive, and responsible bidder, Crusader Fence Company for the Antioch Water Park Perimeter Fence Repair Project;
2. Approving the construction agreement with Crusader Fence Company in the amount of \$117,825 in substantially the form included in Exhibit 1 to the Resolution; and
3. Authorizing the Acting City Manager to execute the construction agreement with Crusader Fence Company for a total amount of \$117,825.

FISCAL IMPACT

The fiscal year 2022/23 Capital Improvement Budget includes \$500,000 of American Rescue Plan Act (ARPA) Funds for the construction contract, engineering, inspection, testing and contract administration for the Antioch Water Park Perimeter Fence Repair Project (Project).

DISCUSSION

On April 4, 2023, five (5) bids were received and opened as shown on the attached tabulation. The low bid was submitted by Crusader Fence Company of Rancho Cordova in the amount of \$117,825. The bids have been checked and found to be without any errors or omissions.

This Project will consist of removal and replacement of various sections of the carbon steel perimeter fencing surrounding the Antioch Water Park at the Prewett Community

Park facility. Additional work includes removal and replacement of gate components, constructing concrete footings and water pollution control.

ATTACHMENTS

- A. Resolution
- B. Bid Tabulation

ATTACHMENT "A"

RESOLUTION NO. 2023/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AWARDING THE ANTIOCH WATER PARK PERIMETER FENCE REPAIR
CONTRACT AND EXECUTION OF A CONSTRUCTION AGREEMENT WITH
CRUSADER FENCE COMPANY
P.W. 567-11**

WHEREAS, the Consideration of Bids for the Antioch Water Park Perimeter Fence Repair Project (Project) was published and advertised in the East Bay Times on March 3, 2023 and March 6, 2023, and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, on April 4, 2023, five (5) bids were received for the Project;

WHEREAS, the City Council has considered awarding the Project construction agreement (Agreement) to the lowest responsive and responsible bidder, Crusader Fence Company;

WHEREAS, the City Council has considered approving the Agreement with Crusader Fence Company in the amount of \$117,825 in substantially the form included in Exhibit 1; and

WHEREAS, the City Council has considered authorizing the Acting City Manager to execute the Agreement with Crusader Fence Company for a total amount of \$117,825.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby:

1. Awards the construction agreement to the lowest, responsive, and responsible bidder, Crusader Fence Company;
2. Approves the construction agreement with Crusader Fence Company in the amount of \$117,825 in substantially the form included in Exhibit 1; and
3. Authorizes the Acting City Manager to execute an agreement with Crusader Fence Company in the amount of \$117,825 in a form approved by the City Attorney.

RESOLUTION NO. 2023/**

April 25, 2023

Page 2 of 2

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of April 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

EXHIBIT "1"

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of April, 2023 by and between CRUSADER FENCE COMPANY, LLC, hereinafter called "CONTRACTOR" and the CITY OF ANTIOCH, hereinafter called the "CITY."

WITNESSETH, that the CONTRACTOR and the CITY, for consideration hereinafter named, agree as follows:

1. SCOPE OF WORK

The work consists, in general, of furnishing all materials, labor, tools, plant, supplies, equipment, transportation and superintendence necessary to perform the work required for **P.W. No. 567-11**. The work is more fully described in the Description of Project, Construction Details and Plans contained in the Contract Documents. The Contract Documents are defined below in Section 4 of this Agreement.

2. TIME OF COMPLETION

After this Agreement has been executed by the parties, the CONTRACTOR shall begin work within ten (10) calendar days after the effective date of the Notice to Proceed, and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Contract Documents, from the effective date of said Notice to Proceed. The period of performance shall be (60) working days from the Notice to Proceed.

3. TOTAL BID PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the Contract Price of **One hundred seventeen thousand, eight hundred twenty-four dollars (\$117,824.00)**, payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

SCHEDULE OF BID PRICES

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
1.	LS	1	Mobilization, complete in place for the lump sum price	\$ 2,040.00	\$ 2,040.00
2.	LS	1	Remove and Replace Single Gate, complete in place for the lump sum price	\$ 6,070.00	\$ 6,070.00
3.	LS	1	Remove and Replace Double Gate, complete in place for the lump sum price	\$ 8,482.00	\$ 8,482.00

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
4.	LF	360	Remove and Replace Fence, for the unit price per lineal feet	\$ 281.20	\$ 101,232.00
TOTAL BID PRICE				\$ 117,824.00	

4. COMPONENT PARTS

This Agreement shall consist of the following documents, each of which is on file in the City of Antioch, Capital Improvements Department, and all of which are incorporated herein by this reference:

- A. Agreement
- B. Notice Inviting Bids
- C. Description of Project
- D. General Conditions (2006 Caltrans Standard Specifications)
- E. Special Provisions
- F. Construction Details
- G. Contract Plans
- H. Addenda No. (N/A)
- I. Performance Bond
- J. Payment bond
- K. Bid Forms

5. SERVICE OF NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage pre-paid, to the appropriate address specified in the CONTRACTOR's bid, and in the case of the CITY, to P. O. Box 5007, Antioch, CA 94531-5007, or at any other address which either party may subsequently designate in writing to the other party.

6. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the party listed opposite its name to act as its initial agent for service of process relating to any such action:

CITY:	City of Antioch Capital Improvements 200 "H" Street P. O. Box 5007 Antioch, CA 94531-5007
-------	---

CONTRACTOR: Crusader Fence Company, LLC
3115 Gold Valley Drive
Rancho Cordova, CA 95742-6588

Each such agent is hereby authorized and directed to accept service of process in any such action on behalf of his principal until such time as his successor shall have been appointed by his principal and notice thereof has been delivered to the other party in the manner provided herein for the giving of notice.

CONTRACTOR:

CRUSADER FENCE COMPANY, LLC
Name Under Which Business is Conducted

The undersigned certify that they sign this Agreement with full and proper authorization so to do:

*By: _____

Title: _____

By: _____

Title: _____

** If CONTRACTOR is a corporation, this Agreement must be executed by two officers of the corporation, consisting of: (1) the President, Vice President, or Chair of the Board; and (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the CITY is provided demonstrating that such individual is authorized to bind the corporation (e.g. – a copy of a certified resolution from the corporation's bylaws).*

CITY OF ANTIOCH, CALIFORNIA
A Municipal Corporation

By: _____
Forrest Ebbs, Acting City Manager

By: _____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith, City Attorney

CITY OF ANTIOCH
TABULATION OF BIDS

JOB TITLE: Antioch Water Park Perimeter Fence Repair
(P.W. 567-11)

BIDS OPENED: April 4, 2023 ~ 2:00 p.m.
City Council Chambers

	Engineer's Estimate	Crusader Fence Company Rancho Cordova	All Commercial Fence Oakdale	AAA Fence Company, Inc. Santa Clara	Golden Bay Fence Plus Iron Works Stockton	Westside Landscape & Concrete Newman
TOTAL BID PRICE	\$200,000.00	\$117,825.00	\$129,591.40	\$136,680.00	\$151,253.00	\$189,464.10

SUBCONTRACTORS

<i>Crusader Fence Company</i>	<i>All Commercial Fence</i>	<i>AAA Fence Company</i>	<i>Golden Bay Fence</i>	<i>Westside Landscape/Concrete</i>
<u>None</u>	<u>None</u>	<u>None</u>	<u>None</u>	<u>Quick SWPPP</u>

ATTACHMENT "B"



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 25, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney *TLS*

SUBJECT: Resolution to Transition the City's Vehicle Fleet to Zero-Emission and Hybrid Vehicles

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution to transition the City's vehicle fleet to zero-emission and hybrid vehicles.

FISCAL IMPACT

The City has engaged Frontier Energy to develop a fleet transition study that includes determining the fiscal impact of transitioning the City's fleet to zero-emission vehicles, which will include cost estimates. Staff plans to report to the City Council on options for transitioning to a zero-emissions fleet and the anticipated fiscal impact of this program within the next three months.

DISCUSSION

On September 23, 2020, California Governor Gavin Newsom signed executive order N-79-20 stating "It shall be the goal of the State that 100 percent of in-state sales of new passenger cars and trucks will be zero-emission by 2035. It shall be a further goal of the State that 100 percent of medium and heavy-duty vehicles in the State be zero-emission by 2045 for all operations where feasible and by 2035 for drayage trucks. It shall be further a goal of the State to transition to 100 percent zero-emission off-road vehicles and equipment by 2035 where feasible." The Governor's executive order compels cities to transition to a zero-emission fleet. This resolution would codify the City of Antioch's commitment to advancing toward that goal as soon as possible.

The City's Vehicle Fleet

The City has more than 200 vehicles in its fleet including one (1) electric vehicle and eight (8) hybrid vehicles. The City's fleet includes passenger cars, vans, trucks, and heavy-duty vehicles. The City has two (2) charging stations at the Water Treatment Plant for City use only and one (1) charging station at City Hall for the employee and public use.

City Council Direction and Action on Zero-Emission Vehicles

At the January 25, 2022 city council meeting, the City Council directed staff to bring a policy back that would transition the City's vehicle fleet from internal combustion engines ("ICE") to zero emission and hybrid vehicles.

On June 28, 2022, the City published a Zero-Emission Vehicle Feasibility Assessment and Project Management Request for Qualifications (“RFQ”). The RFQ closed on July 21, 2022. The City received two complete and qualified RFQ responses. Frontier Energy was selected as the most qualified consultant meeting the needs of the City of Antioch as outlined in the scope of work of the RFQ.

At the September 13, 2022 city council meeting, the City Council approved a proposal from Frontier Energy to develop a zero-emission vehicles policy for the City of Antioch. Frontier Energy is assisting the City of Antioch in transitioning to zero emission vehicle fleet by analyzing the City’s existing vehicle fleet and develop a transition plan that includes (1) an infrastructure assessment, (2) phased implementation plan and technical reports; (3) construction documents and technical specifications; (4) evaluation of existing vehicle maintenance facility; (5) citywide strategy for public and workplace charging at public facilities; and (6) City of Antioch ZEV Infrastructure Plan/Policy. Once the ZEV feasibility assessment is completed, staff will report to Council on the assessment and propose a draft zero emission vehicles policy for approval.

At the April 11, 2023, city council meeting, the City Council authorized the Acting City Manager to execute an agreement for the purchase of three (3) 2024 new-to-fleet hybrid or electric vehicles and up to twenty (20) 2024 hybrid or electric vehicle replacement vehicles utilizing cooperative purchase agreements for an amount of \$1,843,897. If hybrid and electric vehicles are not available this year, the City Council provided authorization to purchase gas-powered replacement vehicles next year utilizing cooperative purchase agreements for an amount of \$1,843,897.

Resolution Transitioning the City’s Fleet to Zero-Emissions and Hybrid Vehicles

The proposed resolution directs staff to (1) report to the City Council quarterly on the design and implementation of an action plan and budget implications for transitioning the City’s vehicle fleet to zero-emission vehicles including installation of charging stations at all major City facilities with parking lots including City Hall, the Antioch Community Center, Prewett Water Park the Antioch Police Department, the Nick Rodriguez Community Center, the Senior Center, the Marina, Antioch Community Park, Antioch City Park, and the Maintenance Service Center; (2) immediately begin the procurement process for securing zero-emission vehicles, hybrid vehicles, and electric vehicle charging stations with currently budgeted funds; (3) require all future vehicle purchases by the City to be zero-emission vehicles and hybrid vehicles, unless otherwise approved by the Antioch City Council; and (4) pursue federal, state, and local grants as well as innovative funding options to expedite the transition of the City’s vehicle fleet to zero-emission vehicles.

Subsequent Review of Purchasing Ordinance

Successful transition to a zero-emission and hybrid fleet may require innovation in the City’s purchasing methods. The City Attorney is working with Public Works staff to examine the City’s existing purchasing ordinance and policies to determine how best to purchase zero-emission vehicles and facilitate transition of the City’s fleet to zero-emissions vehicles.

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2023/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH DIRECTING THE ACTING CITY MANAGER TO IMMEDIATELY BEGIN TRANSITION OF THE CITY'S FLEET TO ZERO-EMISSION AND HYBRID VEHICLES AND DIRECTING THAT ALL FUTURE VEHICLE PURCHASES BY THE CITY OF ANTIOCH BE ELECTRIC VEHICLES, UNLESS OTHERWISE APPROVED BY THE ANTIOCH CITY COUNCIL

WHEREAS, the City of Antioch has committed to a goal of advancing environmental sustainability and transitioning the City's fleet to zero-emission and hybrid vehicles will advance that goal;

WHEREAS, zero-emission electric vehicles (EVs) are clean fuel alternatives to internal combustion engine (ICE) vehicles, which include electric vehicles (EVs) and hydrogen fuel cell vehicles that have zero harmful tailpipe emission and are 98 percent cleaner than the average new model-year vehicle;

WHEREAS, electric vehicles are less costly to operate and maintain than gas powered vehicles;

WHEREAS, EVs require a lower cost of maintenance per mile that gas-powered vehicles;

WHEREAS, conversion of the City's fleet to zero-emission vehicles will require installation of additional electric vehicle charging stations;

WHEREAS, the City has considered the implications of converting the City's fleet to electric vehicles and contracted with Frontier Energy to advance toward this goal;

WHEREAS, conversion of the City's fleet to zero-emission vehicles will require installation of additional electric vehicle charging stations; and

WHEREAS, hybrid vehicles offer high fuel economy and low emission providing a temporary alternative to electric vehicles if the City is unable to procure a suitable electric vehicle replacement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby directs the Acting City Manager and City Attorney or designees as follows:

1. Report to the City Council quarterly on the design and implementation of an action plan and budget implications for transitioning the City's vehicle fleet to zero-emission vehicles including installation of charging stations at all major City facilities with parking lots including City Hall, the Antioch Community Center, Prewett Water Park the Antioch Police Department, the Nick Rodriguez Community Center, the Senior Center, the Marina, Antioch Community Park, Antioch City Park, and the Maintenance Service Center;

2. Immediately begin the procurement process for securing zero-emission vehicles, hybrid vehicles, and electric vehicle charging stations with currently budgeted funds;
3. Require all future vehicle purchases by the City to be zero-emission vehicles and hybrid vehicles, unless otherwise approved by the Antioch City Council; and
4. Pursue federal, state, and local grants as well as innovative funding options to expedite the transition of the City's vehicle fleet to zero-emission vehicles.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of April, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 25, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlos Zepeda, Public Works Deputy Director

APPROVED BY: Scott Buenting, Acting Public Works Director

SUBJECT: Resolution to Approve an Increase to the Purchase Order for Lowe's and to Add Lowe's to the Recurring Purchase Order List

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the increase to purchase order for Lowe's Company in the amount of \$25,000 for a total of \$75,000 for invoices and purchases through the end of fiscal year 2022/23;
2. Approving the addition of Lowe's Company to the Recurring Purchase Order list in the budget document in the amount of \$75,000 for fiscal year 2022/23 and as needed moving forward; and
3. Authorizing and directing the Acting City Manager or designee to execute the increase to purchase order.

FISCAL IMPACT

Adoption of this resolution will increase the purchase order for Lowe's Company in the amount of \$25,000 for a total of \$75,000. Funding for this increase will be provided from various funding sources.

DISCUSSION

Various departments utilize Lowe's Company on an as-needed and emergency basis to acquire supplies and materials necessary to perform essential activities. Staff is requesting an amendment to the existing purchase order to continue to purchase necessary items and tools to complete work throughout the City. Lowe's maintains two locations within the City of Antioch and is convenient and accessible to City staff.

ATTACHMENTS

- A. Resolution
- B. Sample Quote for Needed Materials

ATTACHMENT "A"

RESOLUTION NO. 2023/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE INCREASE TO THE PURCHASE ORDER FOR LOWE'S
COMPANY AND APPROVING THE ADDITION OF LOWE'S COMPANY TO THE
RECURRING PURCHASE ORDER LIST AS NEEDED MOVING FORWARD**

WHEREAS, various City departments utilize Lowe's Company on an as-needed and emergency basis to acquire supplies and materials necessary to perform essential activities; and

WHEREAS, the City Council has considered increasing the purchase order for Lowe's Company in the amount of \$25,000 for a total of \$75,000;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch, hereby:

1. Approves the increase to purchase order for Lowe's Company in the amount of \$25,000 for a total of \$75,000 for invoices and purchases through the end of fiscal year 22/23;
2. Approves the addition of Lowe's Company to the Recurring Purchase Order list in the amount of \$75,000 for fiscal year 22/23 and as needed moving forward; and
3. Authorizes and directs the City Manager or designee to execute the increase to purchase order.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of April 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**



Estimate Date 2023-03-14
Delivery Type

Customer Information

Name

Jason Bonilla

Phone

(510) 565-0414

Store # 10431043 - LOWE'S OF
ANTIOCH, CA**Address**1201 W FOURTH ST
ANTIOCH, CA 94531**Email****Associate**

Stone, Jillian

Estimate Items

1



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)**Color Group:** Whites**Width:** 40 1/4"**Height:** 53"**Mount:** Inside Mount**Slat Size:** 2" Slat**Cutout:** No Cutout**Blinds Per Headrail:** Standard**Lift Options:** Cordless Lift**Tilt Type:** Wand Tilt**Tilt Wand:** Standard Length**Ladder Style:** Standard**Valance Style:** Contemporary Valance**Valance Mount:** Standard Valance Mount**Valance Type:** Standard Valance**Valance Returns:** No Valance Returns (Standard)**Window Group:** No**Remake:** No**Room Name:** 112-1**Control Location:** Tilt Right**Hold Down Brackets:** Yes**Quantity**

1

(Est. Delivery 3/28/2023)

Item Price \$277.19**Discount** -\$55.44

20% Off Valid Thru 3/15

Item Subtotal \$221.75

x1

Total \$221.75

2



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)**Color Group:** Whites**Width:** 40 1/2"**Height:** 53 7/8"**Mount:** Inside Mount**Slat Size:** 2" Slat**Cutout:** No Cutout**Blinds Per Headrail:** Standard**Lift Options:** Cordless Lift**Tilt Type:** Wand Tilt**Tilt Wand:** Standard Length**Ladder Style:** Standard**Valance Style:** Contemporary Valance**Valance Mount:** Standard Valance Mount**Valance Type:** Standard Valance**Valance Returns:** No Valance Returns (Standard)**Window Group:** No**Remake:** No**Room Name:** 112-2**Control Location:** Tilt Right**Hold Down Brackets:** Yes**Quantity**

1

(Est. Delivery 3/28/2023)

Item Price \$277.19

Discount -\$55.44

20% Off Valid Thru 3/15

Item Subtotal \$221.75

x1

Total \$221.75

3



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)**Color Group:** Whites**Width:** 40 3/8"**Height:** 53"**Mount:** Inside Mount**Slat Size:** 2" Slat**Cutout:** No Cutout**Blinds Per Headrail:** Standard**Lift Options:** Cordless Lift**Tilt Type:** Wand Tilt**Tilt Wand:** Standard Length**Ladder Style:** Standard**Valance Style:** Contemporary Valance**Valance Mount:** Standard Valance Mount**Valance Type:** Standard Valance**Valance Returns:** No Valance Returns (Standard)**Window Group:** No**Remake:** No**Room Name:** 113-1**Control Location:** Tilt Right**Hold Down Brackets:** Yes**Quantity**

1

(Est. Delivery 3/28/2023)

Item Price \$277.19

Discount -\$55.44

20% Off Valid Thru 3/15

Item Subtotal \$221.75

x1

Total \$221.75

4



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)**Color Group:** Whites**Width:** 40 1/4"**Height:** 53"**Mount:** Inside Mount**Slat Size:** 2" Slat**Cutout:** No Cutout**Blinds Per Headrail:** Standard**Lift Options:** Cordless Lift**Tilt Type:** Wand Tilt**Tilt Wand:** Standard Length**Ladder Style:** Standard**Valance Style:** Contemporary Valance**Valance Mount:** Standard Valance Mount**Valance Type:** Standard Valance**Valance Returns:** No Valance Returns (Standard)**Window Group:** No**Remake:** No**Room Name:** 113-2**Control Location:** Tilt Right**Hold Down Brackets:** Yes**Quantity**

1

(Est. Delivery 3/28/2023)

Item Price \$277.19

Discount -\$55.44

20% Off Valid Thru 3/15

Item Subtotal \$221.75

x1

Total \$221.75

5



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)**Color Group:** Whites**Width:** 40"**Height:** 53"**Mount:** Inside Mount**Slat Size:** 2" Slat**Cutout:** No Cutout**Blinds Per Headrail:** Standard**Lift Options:** Cordless Lift**Tilt Type:** Wand Tilt**Tilt Wand:** Standard Length**Ladder Style:** Standard**Valance Style:** Contemporary Valance**Valance Mount:** Standard Valance Mount**Valance Type:** Standard Valance**Valance Returns:** No Valance Returns (Standard)**Window Group:** No**Remake:** No**Room Name:** 114-1**Control Location:** Tilt Right**Hold Down Brackets:** Yes**Quantity**

1

(Est. Delivery 3/28/2023)

Item Price \$277.19

Discount -\$55.44

20% Off Valid Thru 3/15

Item Subtotal \$221.75

x1

Total \$221.75

6



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 40 5/8"
Height: 53"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: 114-2
Control Location: Tilt Right
Hold Down Brackets: Yes

Quantity

1

(Est. Delivery 3/28/2023)

Item Price	\$277.19
Discount	-\$55.44
<small>20% Off Valid Thru 3/15</small>	
Item Subtotal	\$221.75

x1

Total \$221.75

7



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 40 1/2"
Height: 53"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: 115-1
Control Location: Tilt Right
Hold Down Brackets: Yes

Quantity

1

(Est. Delivery 3/28/2023)

Item Price	\$277.19
Discount	-\$55.44
<small>20% Off Valid Thru 3/15</small>	
Item Subtotal	\$221.75

x1

Total \$221.75

8



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 40 1/2"
Height: 53"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: 115-2
Control Location: Tilt Right
Hold Down Brackets: Yes

Quantity

1

(Est. Delivery 3/28/2023)

Item Price	\$277.19
Discount	-\$55.44
<small>20% Off Valid Thru 3/15</small>	
Item Subtotal	\$221.75

x1

Total	\$221.75
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9



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 40 1/4"
Height: 52 1/2"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: 116-1
Control Location: Tilt Right
Hold Down Brackets: Yes

Quantity

1

(Est. Delivery 3/28/2023)

Item Price	\$277.19
Discount	-\$55.44
<small>20% Off Valid Thru 3/15</small>	
Item Subtotal	\$221.75

x1

Total	\$221.75
--------------	-----------------

10



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)**Color Group:** Whites**Width:** 40 1/4"**Height:** 52"**Mount:** Inside Mount**Slat Size:** 2" Slat**Cutout:** No Cutout**Blinds Per Headrail:** Standard**Lift Options:** Cordless Lift**Tilt Type:** Wand Tilt**Tilt Wand:** Standard Length**Ladder Style:** Standard**Valance Style:** Contemporary Valance**Valance Mount:** Standard Valance Mount**Valance Type:** Standard Valance**Valance Returns:** No Valance Returns (Standard)**Window Group:** No**Remake:** No**Room Name:** 116-2**Control Location:** Tilt Right**Hold Down Brackets:** Yes**Quantity**

1

(Est. Delivery 3/28/2023)

Item Price \$277.19

Discount -\$55.44

20% Off Valid Thru 3/15

Item Subtotal \$221.75

x1

Total \$221.75

11



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)**Color Group:** Whites**Width:** 40 1/4"**Height:** 52 1/2"**Mount:** Inside Mount**Slat Size:** 2" Slat**Cutout:** No Cutout**Blinds Per Headrail:** Standard**Lift Options:** Cordless Lift**Tilt Type:** Wand Tilt**Tilt Wand:** Standard Length**Ladder Style:** Standard**Valance Style:** Contemporary Valance**Valance Mount:** Standard Valance Mount**Valance Type:** Standard Valance**Valance Returns:** No Valance Returns (Standard)**Window Group:** No**Remake:** No**Room Name:** 117-1**Control Location:** Tilt Right**Hold Down Brackets:** Yes**Quantity**

1

(Est. Delivery 3/28/2023)

Item Price \$277.19

Discount -\$55.44

20% Off Valid Thru 3/15

Item Subtotal \$221.75

x1

Total \$221.75

12



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)**Color Group:** Whites**Width:** 40 1/8"**Height:** 52 1/2"**Mount:** Inside Mount**Slat Size:** 2" Slat**Cutout:** No Cutout**Blinds Per Headrail:** Standard**Lift Options:** Cordless Lift**Tilt Type:** Wand Tilt**Tilt Wand:** Standard Length**Ladder Style:** Standard**Valance Style:** Contemporary Valance**Valance Mount:** Standard Valance Mount**Valance Type:** Standard Valance**Valance Returns:** No Valance Returns (Standard)**Window Group:** No**Remake:** No**Room Name:** 117-2**Control Location:** Tilt Right**Hold Down Brackets:** Yes**Quantity**

1

(Est. Delivery 3/28/2023)

Item Price \$277.19

Discount -\$55.44

20% Off Valid Thru 3/15

Item Subtotal \$221.75

x1

Total \$221.75

13



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)**Color Group:** Whites**Width:** 40 3/8"**Height:** 52 1/2"**Mount:** Inside Mount**Slat Size:** 2" Slat**Cutout:** No Cutout**Blinds Per Headrail:** Standard**Lift Options:** Cordless Lift**Tilt Type:** Wand Tilt**Tilt Wand:** Standard Length**Ladder Style:** Standard**Valance Style:** Contemporary Valance**Valance Mount:** Standard Valance Mount**Valance Type:** Standard Valance**Valance Returns:** No Valance Returns (Standard)**Window Group:** No**Remake:** No**Room Name:** 118-1**Control Location:** Tilt Right**Hold Down Brackets:** Yes**Quantity**

1

(Est. Delivery 3/28/2023)

Item Price \$277.19

Discount -\$55.44

20% Off Valid Thru 3/15

Item Subtotal \$221.75

x1

Total \$221.75

14



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)**Color Group:** Whites**Width:** 40 1/4"**Height:** 52 1/2"**Mount:** Inside Mount**Slat Size:** 2" Slat**Cutout:** No Cutout**Blinds Per Headrail:** Standard**Lift Options:** Cordless Lift**Tilt Type:** Wand Tilt**Tilt Wand:** Standard Length**Ladder Style:** Standard**Valance Style:** Contemporary Valance**Valance Mount:** Standard Valance Mount**Valance Type:** Standard Valance**Valance Returns:** No Valance Returns (Standard)**Window Group:** No**Remake:** No**Room Name:** 118-2**Control Location:** Tilt Right**Hold Down Brackets:** Yes**Quantity**

1

(Est. Delivery 3/28/2023)

Item Price \$277.19

Discount -\$55.44

20% Off Valid Thru 3/15

Item Subtotal \$221.75

x1

Total \$221.75

15



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)**Color Group:** Whites**Width:** 40"**Height:** 53"**Mount:** Inside Mount**Slat Size:** 2" Slat**Cutout:** No Cutout**Blinds Per Headrail:** Standard**Lift Options:** Cordless Lift**Tilt Type:** Wand Tilt**Tilt Wand:** Standard Length**Ladder Style:** Standard**Valance Style:** Contemporary Valance**Valance Mount:** Standard Valance Mount**Valance Type:** Standard Valance**Valance Returns:** No Valance Returns (Standard)**Window Group:** No**Remake:** No**Room Name:** 119-1**Control Location:** Tilt Right**Hold Down Brackets:** Yes**Quantity**

1

(Est. Delivery 3/28/2023)

Item Price \$277.19

Discount -\$55.44

20% Off Valid Thru 3/15

Item Subtotal \$221.75

x1

Total \$221.75

16



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)**Color Group:** Whites**Width:** 40 1/4"**Height:** 53"**Mount:** Inside Mount**Slat Size:** 2" Slat**Cutout:** No Cutout**Blinds Per Headrail:** Standard**Lift Options:** Cordless Lift**Tilt Type:** Wand Tilt**Tilt Wand:** Standard Length**Ladder Style:** Standard**Valance Style:** Contemporary Valance**Valance Mount:** Standard Valance Mount**Valance Type:** Standard Valance**Valance Returns:** No Valance Returns (Standard)**Window Group:** No**Remake:** No**Room Name:** 119-2**Control Location:** Tilt Right**Hold Down Brackets:** Yes**Quantity**

1

(Est. Delivery 3/28/2023)

Item Price \$277.19

Discount -\$55.44

20% Off Valid Thru 3/15

Item Subtotal \$221.75

x1

Total \$221.75

17



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)**Color Group:** Whites**Width:** 40 1/8"**Height:** 53"**Mount:** Inside Mount**Slat Size:** 2" Slat**Cutout:** No Cutout**Blinds Per Headrail:** Standard**Lift Options:** Cordless Lift**Tilt Type:** Wand Tilt**Tilt Wand:** Standard Length**Ladder Style:** Standard**Valance Style:** Contemporary Valance**Valance Mount:** Standard Valance Mount**Valance Type:** Standard Valance**Valance Returns:** No Valance Returns (Standard)**Window Group:** No**Remake:** No**Room Name:** 120-1**Control Location:** Tilt Right**Hold Down Brackets:** Yes**Quantity**

1

(Est. Delivery 3/28/2023)

Item Price \$277.19

Discount -\$55.44

20% Off Valid Thru 3/15

Item Subtotal \$221.75

x1

Total \$221.75

18



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 40 1/2"
Height: 53"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: 120-2
Control Location: Tilt Right
Hold Down Brackets: Yes

Quantity

1

(Est. Delivery 3/28/2023)

Item Price	\$277.19
Discount	-\$55.44
<small>20% Off Valid Thru 3/15</small>	
Item Subtotal	\$221.75

Total	\$221.75
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19



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 40 5/8"
Height: 82 3/8"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: 121-1
Control Location: Tilt Right
Hold Down Brackets: Yes

Quantity

1

(Est. Delivery 3/28/2023)

Item Price	\$372.24
Discount	-\$74.45
<small>20% Off Valid Thru 3/15</small>	
Item Subtotal	\$297.79

Total	\$297.79
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20



Levolor Faux Wood made from NuWood
Color: Aged White (120WH055)
Color Group: Whites
Width: 40 3/4"
Height: 82 3/8"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: 121-2
Control Location: Tilt Right
Hold Down BracketsYes

Quantity	
1	
(Est. Delivery 3/28/2023)	
Item Price	\$372.24
Discount	-\$74.45
20% Off Valid Thru 3/15	
Item Subtotal	\$297.79
	x1
Total	\$297.79

21



Levolor Faux Wood made from NuWood
Color: Aged White (120WH055)
Color Group: Whites
Width: 34 1/2"
Height: 83"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: 126-1
Control Location: Tilt Right
Hold Down BracketsYes

Quantity	
1	
(Est. Delivery 3/28/2023)	
Item Price	\$335.19
Discount	-\$67.04
20% Off Valid Thru 3/15	
Item Subtotal	\$268.15
	x1
Total	\$268.15

22



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 34 1/4"
Height: 83"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: 126-2
Control Location: Tilt Right
Hold Down Brackets:Yes

Quantity	
1	
(Est. Delivery 3/28/2023)	
Item Price	\$335.19
Discount	-\$67.04
20% Off Valid Thru 3/15	
Item Subtotal	\$268.15
	x1
Total	\$268.15

23



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 34 1/2"
Height: 83"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: 126-3
Control Location: Tilt Right
Hold Down Brackets:Yes

Quantity	
1	
(Est. Delivery 3/28/2023)	
Item Price	\$335.19
Discount	-\$67.04
20% Off Valid Thru 3/15	
Item Subtotal	\$268.15
	x1
Total	\$268.15

24



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 34 1/2"
Height: 83"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: 125-1
Control Location: Tilt Right
Hold Down Brackets: Yes

Quantity

1

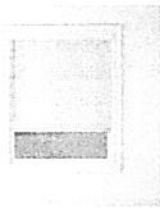
(Est. Delivery 3/28/2023)

Item Price	\$335.19
Discount	-\$67.04
<small>20% Off Valid Thru 3/15</small>	
Item Subtotal	\$268.15

x1

Total \$268.15

25



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 34 1/4"
Height: 83"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: 125-2
Control Location: Tilt Right
Hold Down Brackets: Yes

Quantity

1

(Est. Delivery 3/28/2023)

Item Price	\$335.19
Discount	-\$67.04
<small>20% Off Valid Thru 3/15</small>	
Item Subtotal	\$268.15

x1

Total \$268.15

26



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 34 3/8"
Height: 83"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: 125-3
Control Location: Tilt Right
Hold Down Brackets:Yes

Quantity	
1	
(Est. Delivery 3/28/2023)	
Item Price	\$335.19
Discount	-\$67.04
20% Off Valid Thru 3/15	
Item Subtotal	\$268.15
	x1
Total	\$268.15

27



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 34 3/8"
Height: 83"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: 127-1
Control Location: Tilt Right
Hold Down Brackets:Yes

Quantity	
1	
(Est. Delivery 3/28/2023)	
Item Price	\$335.19
Discount	-\$67.04
20% Off Valid Thru 3/15	
Item Subtotal	\$268.15
	x1
Total	\$268.15

28



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 34 3/8"
Height: 83"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: 127-2
Control Location: Tilt Right
Hold Down Brackets: Yes

Quantity

1

(Est. Delivery 3/28/2023)

Item Price	\$335.19
Discount	-\$67.04
<small>20% Off Valid Thru 3/15</small>	
Item Subtotal	\$268.15

Total	\$268.15
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29



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 34 1/2"
Height: 83"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: 127-3
Control Location: Tilt Right
Hold Down Brackets: Yes

Quantity

1

(Est. Delivery 3/28/2023)

Item Price	\$335.19
Discount	-\$67.04
<small>20% Off Valid Thru 3/15</small>	
Item Subtotal	\$268.15

Total	\$268.15
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30



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 70 1/2"
Height: 91 1/4"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: 2-on-1
Lift Options: Corded Lift
Lift Cord: Standard Length
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: Lobby-1
Hold Down Brackets: Yes
Left Panel Width: 35.25
Right Panel Width: 35.25
Left Panel Control Locations: Tilt Right, Lift Left
Right Panel Control Location: Tilt Left, Lift Right

Quantity	
1	
(Est. Delivery 3/28/2023)	
Item Price	\$615.23
Discount	-\$123.05
20% Off Valid Thru 3/15	
Item Subtotal	\$492.18
	x1
Total	\$492.18

31

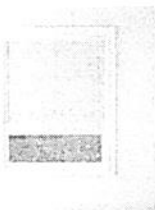


Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 69 1/2"
Height: 91 1/8"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: 2-on-1
Lift Options: Corded Lift
Lift Cord: Standard Length
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: Lobby-4
Hold Down Brackets: Yes
Left Panel Width: 34.75
Right Panel Width: 34.75
Left Panel Control Locations: Tilt Right, Lift Left
Right Panel Control Location: Tilt Left, Lift Right

Quantity	
1	
(Est. Delivery 3/28/2023)	
Item Price	\$615.23
Discount	-\$123.05
20% Off Valid Thru 3/15	
Item Subtotal	\$492.18
	x1
Total	\$492.18

32



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 19"
Height: 91"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Corded Lift
Lift Cord: Custom Length
Custom Lift Cord Length: 48
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: Lobby 2
Control Location: Tilt Right, Lift Left
Hold Down Brackets: Yes

Quantity

1

(Est. Delivery 3/28/2023)

Item Price	\$197.45
Discount	-\$39.49
<small>20% Off Valid Thru 3/15</small>	
Item Subtotal	\$157.96

x1

Total	\$157.96
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33



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 19"
Height: 91 1/4"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Corded Lift
Lift Cord: Custom Length
Custom Lift Cord Length: 48
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: Lobby 3
Control Location: Tilt Right, Lift Left
Hold Down Brackets: Yes

Quantity

1


(Est. Delivery 3/28/2023)

Item Price	\$197.45
Discount	-\$39.49
<small>20% Off Valid Thru 3/15</small>	
Item Subtotal	\$157.96

x1

Total	\$157.96
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34



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)

Color Group: Whites

Width: 40 1/4"

Height: 82"

Mount: Inside Mount

Slat Size: 2" Slat

Cutout: No Cutout

Blinds Per Headrail: Standard

Lift Options: Cordless Lift

Tilt Type: Wand Tilt

Tilt Wand: Standard Length

Ladder Style: Standard

Valance Style: Contemporary Valance

Valance Mount: Standard Valance Mount

Valance Type: Standard Valance

Valance Returns: No Valance Returns (Standard)

Window Group: No

Remake: No

Room Name: 102-1

Control Location: Tilt Right

Hold Down BracketsYes


Quantity

1

(Est. Delivery 3/28/2023)

Item Price	\$372.24
Discount	-\$74.45
<small>20% Off Valid Thru 3/15</small>	
Item Subtotal	\$297.79
	x1
Total	\$297.79

35



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)

Color Group: Whites

Width: 40 3/8"

Height: 82 1/2"

Mount: Inside Mount

Slat Size: 2" Slat

Cutout: No Cutout

Blinds Per Headrail: Standard

Lift Options: Cordless Lift

Tilt Type: Wand Tilt

Tilt Wand: Standard Length

Ladder Style: Standard

Valance Style: Contemporary Valance

Valance Mount: Standard Valance Mount

Valance Type: Standard Valance

Valance Returns: No Valance Returns (Standard)

Window Group: No

Remake: No

Room Name: 102-2

Control Location: Tilt Right

Hold Down BracketsYes

Quantity

1

(Est. Delivery 3/28/2023)

Item Price	\$372.24
Discount	-\$74.45
<small>20% Off Valid Thru 3/15</small>	
Item Subtotal	\$297.79
	x1
Total	\$297.79

36



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)**Color Group:** Whites**Width:** 40 3/4"**Height:** 82 1/2"**Mount:** Inside Mount**Slat Size:** 2" Slat**Cutout:** No Cutout**Blinds Per Headrail:** Standard**Lift Options:** Cordless Lift**Tilt Type:** Wand Tilt**Tilt Wand:** Standard Length**Ladder Style:** Standard**Valance Style:** Contemporary Valance**Valance Mount:** Standard Valance Mount**Valance Type:** Standard Valance**Valance Returns:** No Valance Returns (Standard)**Window Group:** No**Remake:** No**Room Name:** 102-3**Control Location:** Tilt Right**Hold Down Brackets:** Yes**Quantity**

1

(Est. Delivery 3/28/2023)

Item Price \$372.24

Discount -\$74.45

20% Off Valid Thru 3/15

Item Subtotal \$297.79

x1

Total \$297.79

37



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)**Color Group:** Whites**Width:** 40 3/8"**Height:** 82 1/4"**Mount:** Inside Mount**Slat Size:** 2" Slat**Cutout:** No Cutout**Blinds Per Headrail:** Standard**Lift Options:** Cordless Lift**Tilt Type:** Wand Tilt**Tilt Wand:** Standard Length**Ladder Style:** Standard**Valance Style:** Contemporary Valance**Valance Mount:** Standard Valance Mount**Valance Type:** Standard Valance**Valance Returns:** No Valance Returns (Standard)**Window Group:** No**Remake:** No**Room Name:** 103-1**Control Location:** Tilt Right**Hold Down Brackets:** Yes**Quantity**

1

(Est. Delivery 3/28/2023)

Item Price \$372.24

Discount -\$74.45

20% Off Valid Thru 3/15

Item Subtotal \$297.79

x1

Total \$297.79

38



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 40 1/2"
Height: 82 1/4"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: 103-2
Control Location: Tilt Right
Hold Down Brackets: Yes

Quantity

1

(Est. Delivery 3/28/2023)

Item Price	\$372.24
Discount	-\$74.45
20% Off Valid Thru 3/15	
Item Subtotal	\$297.79
	x1
Total	\$297.79

39



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 40 1/2"
Height: 82 1/4"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: 103-3
Control Location: Tilt Right
Hold Down Brackets: Yes

Quantity

1

(Est. Delivery 3/28/2023)

Item Price	\$372.24
Discount	-\$74.45
20% Off Valid Thru 3/15	
Item Subtotal	\$297.79
	x1
Total	\$297.79

40



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)**Color Group:** Whites**Width:** 40 1/4"**Height:** 82 3/4"**Mount:** Inside Mount**Slat Size:** 2" Slat**Cutout:** No Cutout**Blinds Per Headrail:** Standard**Lift Options:** Cordless Lift**Tilt Type:** Wand Tilt**Tilt Wand:** Standard Length**Ladder Style:** Standard**Valance Style:** Contemporary Valance**Valance Mount:** Standard Valance Mount**Valance Type:** Standard Valance**Valance Returns:** No Valance Returns (Standard)**Window Group:** No**Remake:** No**Room Name:** 103-4**Control Location:** Tilt Right**Hold Down Brackets:** Yes**Quantity**

1

(Est. Delivery 3/28/2023)

Item Price \$372.24

Discount -\$74.45

20% Off Valid Thru 3/15

Item Subtotal \$297.79

x1

Total \$297.79

41



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)**Color Group:** Whites**Width:** 40 5/8"**Height:** 82 3/4"**Mount:** Inside Mount**Slat Size:** 2" Slat**Cutout:** No Cutout**Blinds Per Headrail:** Standard**Lift Options:** Cordless Lift**Tilt Type:** Wand Tilt**Tilt Wand:** Standard Length**Ladder Style:** Standard**Valance Style:** Contemporary Valance**Valance Mount:** Standard Valance Mount**Valance Type:** Standard Valance**Valance Returns:** No Valance Returns (Standard)**Window Group:** No**Remake:** No**Room Name:** 103-5**Control Location:** Tilt Right**Hold Down Brackets:** Yes**Quantity**

1

(Est. Delivery 3/28/2023)

Item Price \$372.24

Discount -\$74.45

20% Off Valid Thru 3/15

Item Subtotal \$297.79

x1

Total \$297.79

42



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)**Color Group:** Whites**Width:** 40 5/8"**Height:** 82 1/2"**Mount:** Inside Mount**Slat Size:** 2" Slat**Cutout:** No Cutout**Blinds Per Headrail:** Standard**Lift Options:** Cordless Lift**Tilt Type:** Wand Tilt**Tilt Wand:** Standard Length**Ladder Style:** Standard**Valance Style:** Contemporary Valance**Valance Mount:** Standard Valance Mount**Valance Type:** Standard Valance**Valance Returns:** No Valance Returns (Standard)**Window Group:** No**Remake:** No**Room Name:** Lobby-5**Control Location:** Tilt Right**Hold Down Brackets:** Yes**Quantity**

1

(Est. Delivery 3/28/2023)

Item Price \$372.24

Discount -\$74.45

20% Off Valid Thru 3/15

Item Subtotal \$297.79

x1

Total \$297.79

43



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)**Color Group:** Whites**Width:** 40 1/4"**Height:** 82 1/2"**Mount:** Inside Mount**Slat Size:** 2" Slat**Cutout:** No Cutout**Blinds Per Headrail:** Standard**Lift Options:** Cordless Lift**Tilt Type:** Wand Tilt**Tilt Wand:** Standard Length**Ladder Style:** Standard**Valance Style:** Contemporary Valance**Valance Mount:** Standard Valance Mount**Valance Type:** Standard Valance**Valance Returns:** No Valance Returns (Standard)**Window Group:** No**Remake:** No**Room Name:** Lobby-6**Control Location:** Tilt Right**Hold Down Brackets:** Yes**Quantity**

1

(Est. Delivery 3/28/2023)

Item Price \$372.24

Discount -\$74.45

20% Off Valid Thru 3/15

Item Subtotal \$297.79

x1

Total \$297.79

44



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 40 1/2"
Height: 82 3/4"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: Lobby-7
Control Location: Tilt Right
Hold Down Brackets:Yes

Quantity

1

(Est. Delivery 3/28/2023)

Item Price	\$372.24
Discount	-\$74.45
<small>20% Off Valid Thru 3/15</small>	
Item Subtotal	\$297.79

x1

Total	\$297.79
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45



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 40 1/4"
Height: 82 7/8"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: Lobby-8
Control Location: Tilt Right
Hold Down Brackets:Yes

Quantity

1

(Est. Delivery 3/28/2023)

Item Price	\$372.24
Discount	-\$74.45
<small>20% Off Valid Thru 3/15</small>	
Item Subtotal	\$297.79

x1

Total	\$297.79
--------------	-----------------

46



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 40 1/2"
Height: 82 7/8"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: Lobby-9
Control Location: Tilt Right
Hold Down Brackets: Yes

Quantity

1

(Est. Delivery 3/28/2023)

Item Price	\$372.24
Discount	-\$74.45
<small>20% Off Valid Thru 3/15</small>	
Item Subtotal	\$297.79

x1

Total \$297.79

47



Levolor Faux Wood made from NuWood

Color: Aged White (120WH055)
Color Group: Whites
Width: 40 1/2"
Height: 83 1/2"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: Gym 1
Control Location: Tilt Right
Hold Down Brackets: Yes

Quantity

1

(Est. Delivery 3/28/2023)

Item Price	\$372.24
Discount	-\$74.45
<small>20% Off Valid Thru 3/15</small>	
Item Subtotal	\$297.79

x1

Total \$297.79

48



Levolor Faux Wood made from NuWood
Color: Aged White (120WH055)
Color Group: Whites
Width: 40 1/2"
Height: 83 1/4"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: Gym 2
Control Location: Tilt Right
Hold Down Brackets: Yes

Quantity

1

(Est. Delivery 3/28/2023)

Item Price	\$372.24
Discount	-\$74.45
<small>20% Off Valid Thru 3/15</small>	
Item Subtotal	\$297.79

x1

Total \$297.79

49



Levolor Faux Wood made from NuWood
Color: Aged White (120WH055)
Color Group: Whites
Width: 40 1/2"
Height: 83 1/2"
Mount: Inside Mount
Slat Size: 2" Slat
Cutout: No Cutout
Blinds Per Headrail: Standard
Lift Options: Cordless Lift
Tilt Type: Wand Tilt
Tilt Wand: Standard Length
Ladder Style: Standard
Valance Style: Contemporary Valance
Valance Mount: Standard Valance Mount
Valance Type: Standard Valance
Valance Returns: No Valance Returns (Standard)
Window Group: No
Remake: No
Room Name: Gym 3
Control Location: Tilt Right
Hold Down Brackets: Yes

Quantity

1

(Est. Delivery 3/28/2023)

Item Price	\$372.24
Discount	-\$74.45
<small>20% Off Valid Thru 3/15</small>	
Item Subtotal	\$297.79

x1

Total \$297.79

Subtotal

\$13065.35

EST. TOTAL

\$13065.35

This quote is an estimate only and valid for 30 days on all regularly priced items. For promotional items please refer to the dates listed above. This estimate does not include tax or delivery charges. Estimated arrival will be determined at the time of purchase. All of the above quantities, dimensions, specifications and accessories have been verified and accepted by the customer. **Special order configured products returned or canceled after 72 hours from purchase are subject to a 20% restocking fee.**



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 25, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Forrest Ebbs, Acting City Manager

SUBJECT: Approval of Payment to Haight Brown & Bonesteel LLP for Legal Fees Incurred Under a Procedurally Invalid Contract

RECOMMENDED ACTION

It is recommended that the City Council approve a payment of \$38,744.52 to Haight Brown & Bonesteel LLP for legal fees billed to the City by attorney Greg Rolan pursuant to a procedurally invalid contract dated November 4, 2022, authorize the Acting City Manager to make the payment, and declare that no further work shall be performed pursuant to this contract.

FISCAL IMPACT

Beyond the noted amount of the expenditure (\$38,744.52), this action will not have any additional material fiscal impact.

DISCUSSION

I. Background

On or about November 4, 2022, the City Manager Cornelius Johnson signed an agreement with Attorney Greg Rolan of Haight Brown & Bonesteel LLP ("Haight") to provide legal services to the City concerning its internal investigation procedures (the "Agreement") [Attachment A]. The Agreement was signed without the knowledge of the City Attorney and was not approved by the City Attorney as required by Antioch Resolution Number 2021/26. Therefore, the agreement is procedurally invalid.

Since that time, Haight has billed the City \$38,744.52 for legal services purportedly pursuant to the Agreement.

II. Analysis

The City cannot lawfully provide Haight with any compensation pursuant to a procedurally invalid contract. However, any failure to pay Haight for services rendered to the City could result in a claim for payment by Haight, further litigation expenses to the City, and potentially legal liability to the City.

Therefore, in order to avoid the risk of a legal claim by Haight – and corresponding litigation costs and potential liability – the City may lawfully provide Haight with payment for its legal services to the City pursuant to the Agreement, provided such payments are duly ratified by the City Council. If the City ratifies this payment, the City should also declare that no further work shall be undertaken under the invalid Agreement.

ATTACHMENTS

- A. Procedurally invalid contract agreement between the City and Haight, to provide legal services to the City concerning its internal investigation procedures.
- B. Haight billing to the City

Haight

Gregory J. Rolen
direct: (415) 281-7654
 grolen@hbblaw.com

Haight Brown & Bonesteel LLP
 Three Embarcadero Center
 Suite 200
 San Francisco, California 94111
 415.546.7500
 415.546.7505 fax
 www.hbblaw.com

October 13, 2022

PRIVILEGED & CONFIDENTIAL

VIA EMAIL

**HAIGHT ATTORNEY-CLIENT
 RETAINER AGREEMENT**

City of Antioch
 Attn: Cornelius H. Johnson, City Manager
 City Hall
 PO Box 5007
 Antioch, CA 94531
 Email: cjohnson@ci.antioch.ca.us

Re: City of Antioch

Dear Mr. Johnson:

This letter follows our recent communications and will when signed by you confirm your engagement of Haight Brown & Bonesteel LLP ("Haight" or "the Firm") to represent the interests of City of Antioch ("Client") in connection with the above-referenced matter. This Attorney-Client Retainer Agreement ("Agreement") sets forth the terms and conditions of our engagement in compliance with the requirements of the California *Business and Professions Code* (including Section 6148 thereof) and the California *Rules of Professional Conduct*.

We have examined our conflicts database based on the information provided to us and are not aware of any conflicts at this time. If additional parties adverse to your interests are added to this matter, or as expert witnesses are identified, we will update our conflicts check and advise you of any issues.

We have always sought to communicate about fees and billing practices at the outset of any matter; indeed, California requires written fee agreements in most cases. We ask that you carefully read this letter. If you have any questions, concerns or

Cornelius H. Johnson, City Manager
October 13, 2022
Page 2

comments, please feel free to discuss those with us. We encourage you to discuss these matters with our attorneys at the inception of the matter, and to continue to do so should you have questions as the matter proceeds.

The scope of the representation that you have asked us to undertake is as follows:

General counsel services

The scope of our representation may be expanded from the services described above only if agreed upon in writing by both of us.

The undersigned will be the principal attorney supervising this matter and is also responsible for billings. Any billing-related inquiries can be directed to the undersigned's attention, or you may contact our Director of Finance, David Bacon, in the Firm's Los Angeles office. It is our practice to assign the lowest billing rate professional who is sufficiently experienced and well capable of handling a particular matter. However, we reserve the right to make assignments which, in our reasonable judgment, are necessary and desirable irrespective of the billing rate(s) of such person(s).

The following standard terms and conditions of our engagement shall apply to this matter:

Execution of Retainer Agreement. If this Agreement was executed on behalf of a corporate or partnership entity, the representative(s) of such corporate or partnership entity represent(s) that he/she/they is/are a duly appointed officer, partner, shareholder, or manager of such corporation or partnership, that the corporation or partnership is active and in good standing and that he/she/they possess actual authority to enter into this Agreement on behalf of such corporate or partnership entity. If more than one person executed this Agreement as Client, then each of them waives any conflict of interest that may exist or might hereafter arise between them in their representation by Haight, except this waiver shall not apply after written notice from one of them objecting to continued representation, or from us notifying you that a conflict has arisen which would preclude such joint representation.

Fees. Haight will bill Client on a monthly basis (unless otherwise agreed to in writing). Each invoice will provide a detailed accounting of services rendered during the immediately preceding month. Descriptions of such services may therefore be subject to the attorney-client privilege and we recommend therefore that our invoices be treated as

Cornelius H. Johnson, City Manager

October 13, 2022

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privileged communications and safeguarded appropriately. With respect to legal services, Client will be billed on an hourly basis (unless otherwise agreed to in writing) at rates which will vary with the nature of the matter, as well as with the experience and skill of the attorney(s), paralegal(s) or professional(s) rendering the services. Please note that our regular hourly rates are typically adjusted every twelve (12) to twenty-four (24) months. We will notify you at least thirty (30) days in advance of any such adjustment before any legal services at the adjusted rates are provided. For purposes of this matter, our present rates are as follows:

<i>Partners:</i>	<i>\$410.00 / hour</i>
<i>Of Counsel:</i>	<i>\$375.00 / hour</i>
<i>Senior Counsel:</i>	<i>\$310.00 / hour</i>
<i>Associates:</i>	<i>\$300.00 / hour</i>
<i>Paralegals:</i>	<i>\$155.00 / hour</i>

Reimbursable Costs. Our invoices will also reflect reimbursable costs incurred on your behalf in the referenced matter at the amount(s) actually charged or incurred, including costs associated with travel, lodging, copying, scanning, printing; telephone calls; courier/overnight services; postage; third-party conference calls and third-party services such as: transcript, filing, and recordation fees; and other case-related disbursements such as charges by expert witnesses, consultants and investigators. Costs will be paid upon approval of Client. While many expenses are generally paid by the Firm and charged to Client, it is our practice to forward invoices for significant disbursements greater than Five Hundred Dollars (\$500.00) to Client for direct payment to the vendor. In addition, if it becomes apparent that substantial costs are to be advanced in connection with this matter, it is the Firm's practice to obtain a "cost retainer" from Client for payment of such expenses. Client hereby authorizes us, consistent with any applicable written litigation guidelines or procedures applicable to this matter with which Haight has agreed to comply, in our discretion and without the need for prior consultation or approval, to incur on Client's behalf filing fees, attorney service fees, registration fees, recording fees, copying costs, travel costs and other costs incurred in representing Client's interests in this matter. The Firm also utilizes litigation management and trial presentation software to more efficiently and effectively deliver high quality legal services to clients, including *Logikull* and *Relativity*; depending upon storage volume and/or usage, there will be direct, out-of-pocket costs incurred in the use of such programs which Client hereby authorizes the Firm to incur and to itemize on its billing

Cornelius H. Johnson, City Manager
October 13, 2022
Page 4

statements. Client also authorizes the Firm to instruct court reporters and other vendors to bill Client directly for services incurred, consistent with the foregoing.

Retainer. It is the Firm's policy to require an initial retainer before commencing legal services for a new client, or where circumstances warrant a retainer for existing clients. Accordingly, the amount of the initial retainer for this matter is \$50,000.00. The retainer to be paid by you constitutes fees paid in advance to us as compensation for the legal services to be performed. You hereby authorize us to charge our fees and costs against this retainer as earned. When the retainer reaches \$10,000 or less, you agree that you will replenish the retainer within fifteen (15) days of our written request that you do so. The retainer should be sent to Haight Brown & Bonesteel, Attn: Accounting Department, 555 South Flower Street, Forty-Fifth Floor, Los Angeles, CA 90071. It is against our policy to prepare for or to begin trial for a client without a paid-up account and, as appropriate and upon written request to you, an additional retainer payment. We will generally address such issues with you not less than one hundred twenty (120) days prior to the trial date. Upon the conclusion of our representation of you, we shall refund any remaining unearned portion of a retainer.

Payment. Our invoices will be issued monthly and are due and payable immediately; as set forth above, as applicable, invoices shall first be charged against an existing retainer balance. If there is no retainer or such balance is insufficient to pay the subject invoice in full, Client agrees to pay the balance due and, as appropriate, to replenish the retainer within fifteen (15) days. The full and prompt payment of our invoices is vital to our ability to efficiently provide legal services to all clients. Failure to timely pay our bills may affect our ability to represent you adequately and could result in our withdrawal as legal counsel. We reserve the right to discontinue services if our bills are not paid in a timely manner, and to seek payment for all past services rendered and costs advanced.

Conflicts of Interest. Haight observes the professional and ethical requirements of the Rules of Professional Conduct as promulgated by the State Bar of California, including its rules as to avoiding the representation of adverse interests among clients and protecting the confidentiality of attorney-client communications. Please be advised that the Firm invests time, energy, and commitment in certain long term client relationships of our choosing, in which clients may rely upon the availability of our representation. Accordingly, it is understood and agreed, and you hereby consent, that our attorney-client relationship with you and the matters in which we represent you or any related persons'

Cornelius H. Johnson, City Manager
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and entities' interests will not, in themselves, serve as a basis for our disqualification from representation of other clients or parties in any legal proceedings, cases, controversies, or matters, except if and to the extent absolutely non-waivably required by the Rules of Professional Conduct. In the event of a conflict, we may withdraw from representing you or another client in our discretion in order to address conflict issues.

Our engagement by you is also understood as entailing your consent to our representation of our other present or future clients in "transactions," including litigation and business or counseling matters, in which we have not been engaged to represent you or in which you have other counsel, and in which one of our other clients would be adverse to you in matters unrelated to those that we are handling for you. Given the nature of our relationship with certain long term clients, there is a need for our Firm to preserve its ability to represent existing clients on matters which may arise in the future including matters which may be adverse to you, provided that we would only undertake such adverse representation of others under circumstances in which we do not possess confidential information of yours relating to the subject transaction, and we would staff such a project with one or more attorneys who are not engaged in your representation. In such circumstances, the attorneys in the two matters would be subject to an ethical wall, screening them from communicating with each other regarding their respective engagements and preventing them from accessing case or client files, records, or communications of the other's matter. We understand that you consent to our present and future representation of you and our other clients under those circumstances, provided that in the future you may choose to terminate the Firm's representation of you, but not our representation of other clients.

Attorney-Client Communications. This will confirm that your attorney-client communications and any confidential client information you provide to us will be protected by us at all times from disclosure by us, except as may be in your interest and under your direction, or as may be required by law.

Insurance. To the extent Client has liability insurance coverage applicable to the subject matter of this retention, Haight shall, consistent with the terms and conditions of such insurance coverage, including applicable deductible or retention provisions, seek to obtain payment for its legal fees and costs directly from such insurer(s) as have agreed to participate in Client's defense once any such deductible or retention has been satisfied, typically by Client's payment of Haight's legal fees and costs until exhaustion of such deductible or retention. Some insurance companies may impose restrictions on the type,

Cornelius H. Johnson, City Manager
October 13, 2022
Page 6

amount of or hourly rate for legal services which they will pay and may further refuse reimbursement for various cost items. In addition, some insurance companies may unilaterally impose other restrictions which are different from the terms of this Agreement. While Haight will, of course, work cooperatively with any insurance company defending Client, and make every effort to minimize the expense not absorbed by Client's insurance company, Haight's agreement is with Client, and Client nevertheless understands and agrees that it shall remain liable to Haight for all legal fees and costs which are not paid by such insurer(s) or which are within the applicable deductible(s) or retention(s) of, or are otherwise not covered by, such insurance policy(ies).

Term of Engagement. Either of us may terminate this engagement by fifteen (15) days' prior written notice to the other, for any reason, by written notice to that effect, subject on our part to applicable Rules of Professional Conduct. If permission for withdrawal is required by a court, Haight will promptly apply for such permission, in accordance with local court rules, and Client agrees to cooperate in such process and to engage successor counsel. Unless previously terminated, or otherwise agreed in writing, our representation of Client for purposes of the referenced matter will terminate upon our sending the final statement for services rendered in this matter or, if there are no outstanding fees due (and thus no need for a final statement for services), a written communication to Client confirming the termination of our representation.

Information/Client Responsibilities. We will keep Client informed of the status of the referenced matter and will send copies of correspondence, pleadings and/or other relevant documents which we initiate, and copies of correspondence, pleadings and/or other relevant documents we receive from others. Client agrees to cooperate fully with the Firm and to provide promptly all information known or available which is relevant to the Firm's representation of Client's interests, including furnishing all documents requested by us.

Disposition of Records. Haight is not obligated to keep files/records related to a matter after that matter is finished unless required to do so by operation of law. Client agrees that Haight may destroy matter files or records thirty (30) days after providing notice of its intention to destroy them (unless Client requests delivery of those materials within thirty (30) days of such notification), or without prior notice after five (5) years from the date the matter has been completed, whichever is earlier.

Cornelius H. Johnson, City Manager

October 13, 2022

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Responses to Audit Letters. If Client engages certified public accountants to audit Client's financial statements, it is likely the accountant or accounting firm will request, during the audit, that Haight provide a written description of all pending or threatened claims or lawsuits to which Haight has given substantive attention on Client's behalf. This request is typically a standardized letter provided by the accountant or accounting firm which Client is requested to send to Haight. Minimum fees for responses to such audit letters will be billed at \$500. However, if more than two hours of time is necessary to prepare such a response, we will charge our regularly hourly rates for time actually incurred.

No Representations as to Outcome. Litigation and business disputes are, by their very nature, unpredictable. It is impossible to warrant a successful result or represent that a particular result can be obtained within a specified time frame. Haight makes no representations or warranties concerning the successful prosecution or defense of this matter, or the favorable outcome of any legal action that may be filed and does not guarantee that Haight will obtain compensation for or reimbursement to Client of any of Client's costs, expenses or other claimed damages resulting from the matters out of which the referenced matter arises. All statements of Haight on these matters are statements of opinion only.

Experts, Consultants and Investigators. In its discretion, and with Client's prior approval, Haight may retain experts, consultants and/or investigators to report to Haight as to the facts of this matter, to testify, if necessary, at trial, or both. Client authorizes Haight to execute retainer or engagement agreements on its behalf with such experts, consultants or investigators. The experts, consultants or investigators will report exclusively to Haight. Said experts, consultants or investigators shall be deemed employed by Client, not by Haight. However, such experts, consultants and/or investigators may present bills for their services to Haight, who may either (a) forward such bills to Client for direct payment if they exceed the sum of \$500, or (b) pay such bills, in which event the amount paid shall be considered a cost advanced by Haight to be reimbursed by Client. Haight will consult, in advance, with Client before retaining such experts, consultants or investigators, or incurring significant expenses associated therewith.

External Electronic Communication and Data Storage Authorization. The Firm may send documents or other information that is covered by the attorney-client or work product privileges using external electronic communication (via the internet or other

Cornelius H. Johnson, City Manager
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network) and/or may store such information utilizing "cloud-based" storage media (all collectively "EC"). Client understands that EC is not an absolutely secure method of communication and/or data storage. Client's execution of this Agreement will serve to acknowledge and accept the risk and authorize the Firm to use EC means to communicate with Client or others necessary to effectively and efficiently represent Client. If there are certain documents or information with respect to which Client wishes to maintain absolute confidentiality, Client must advise the Firm in writing not to transmit or store such documents or information via EC and the Firm will thereafter comply with Client's request.

Retention of Records by Client. The files and records of Client pertaining to the underlying matter may be important evidence. These records include essentially all records Client produced or received, whether paper or electronic. A record may be as obvious as a memorandum, an e-mail, an invoice or a contract, or something not as obvious, such as a computerized desk calendar, an appointment book or an expense record. Various laws, some specific to your business or particular activity, may require you to maintain certain types of records, usually for a specified period of time. Regardless of the application of other laws, however, if this matter reaches litigation the discovery laws require you to retain potentially relevant records, including electronic data. Failure to retain those records and data could subject you to sanctions and fines, cause the loss of rights, obstruct justice, place you in contempt of court, and/or seriously disadvantage you in the litigation. Accordingly, we request that if you have not already done so, you immediately secure and retain all materials, whether paper or in electronic or other form, that may be relevant to this engagement. Please contact me directly with any questions you or your colleagues or staff may have about any document or electronic data issues.

Post-Engagement Matters. Client has engaged the Firm to provide legal services in connection with the specific matter identified above. After completion of the matter, changes may occur in applicable laws or regulations that could have an impact on Client's future rights and liabilities. Unless Client engages the Firm, in a writing signed by both parties, to provide additional advice on issues arising from the matter, Haight has no continuing obligation to advise you with respect to future developments.

Haight's General Counsel. Circumstances arising during the subject engagement may cause Haight to seek legal advice about its own rights and responsibilities regarding its engagement by Client pursuant to this Agreement, and in connection with its provision

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of legal services for Client in the most effective and efficient manner. Haight may seek such advice from one or more Haight attorneys who are designated as General Counsel or Associate General Counsel; such attorneys do not work for Client and will not be performing any services for Client or on Client's behalf, nor will the time of any such attorneys be charged to Client. Alternatively, Haight may seek such advice from outside attorneys, at its own expense. Client agrees that any such communications and advice are protected by Haight's attorney-client privilege with its own counsel and that neither the fact of any such communications nor their substance will be subject to disclosure to Client. To the extent Haight is, through any such communications, addressing its own rights and responsibilities, a conflict of interest might be deemed to exist between Haight and Client, particularly if a dispute should later arise between them arising out of the subject representation. Client hereby consents to such consultation(s) occurring and waives any claim of a conflict of interest based on such consultation(s) or resulting communications that might otherwise disqualify Haight from providing legal services for Client or prevent it from acting on its own behalf, even if such consultations and communications with Haight's counsel might be deemed adverse to Client's interests. Because a waiver of a potential conflict of interest may affect Client's rights, Client is encouraged to seek the advice of an independent lawyer of Client's choice before agreeing to such a waiver. By executing this Agreement, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and that, whether or not Client elected to consult with such an independent lawyer, Client agrees to the waiver of such potential conflict of interest as specified above.

Arbitration of Fee Disputes. Client and Haight agree that if any dispute arises with respect to Client's liability for fees and costs incurred, said parties agree first to try in good faith to settle the dispute themselves, or by mediation under the auspices of the bar association in the County where the Haight office responsible for the majority of services provided in the referenced matter is located, before resorting to arbitration. Client has the right under California law to require a non-binding fee arbitration in the event a dispute over our fees arises; Client may also elect binding arbitration. Client's agreement to arbitrate disputes regarding Client's liability for fees and costs is not a condition of Haight agreeing to represent Client, and if Client does not wish to agree to arbitrate such disputes, Client should immediately advise us before counter-signing this Agreement. Following the mediation procedure referenced above, any remaining, unresolved controversy pertaining to legal fees and costs incurred by Haight shall be submitted to arbitration under the auspices of the bar association in the County where the Haight office responsible for the majority of services provided in the referenced matter is

Cornelius H. Johnson, City Manager

October 13, 2022

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located in accordance with that bar association's applicable rules, and Client agrees to participate in and to cooperate with such submission. Because of the material savings in time and expense afforded by such arbitration procedures, Haight will request binding arbitration of any such dispute. If Client also agrees to binding arbitration at or prior to the fee arbitration hearing, Judgment upon an award rendered by the arbitrator(s) may be entered in any Court having jurisdiction pursuant to such rules. Under such circumstances, Haight and Client agree to be bound by the award of the arbitrator(s), and that any such award shall be enforceable in accordance with the provisions of the *California Code of Civil Procedure* and the *California Business and Professions Code*. California substantive law, including any applicable limitations periods, shall apply to any dispute regarding fees and costs between Haight and Client. In any litigation or arbitration with respect to Client's liability for fees and costs incurred and arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs and, as applicable, interest at the legal rate from the relevant (unpaid) invoice date(s). Client acknowledges that Client can retain a law firm or attorney who does not require an arbitration provision. Because an agreement to binding arbitration and the resultant waiver of a right to a jury trial may affect Client's rights, Client also acknowledges that Client has had the opportunity to fully and freely discuss with a representative of the Firm the arbitration process and its consequences. Client is also encouraged to seek the advice of an independent lawyer of Client's choice before agreeing to such a waiver and to binding arbitration. By executing this Agreement, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and that, whether or not Client elected to consult with such an independent lawyer, Client agrees to the waiver of jury and to participate in arbitration as to fee disputes as set forth above. These provisions shall not apply to any other claim or dispute concerning Haight's performance of legal services for Client.

Entire Agreement. This Agreement represents our entire agreement, which is effective on the date you countersign this Agreement. No other agreement, statement or promise made on or before the date of this Agreement will be binding on the parties. This original Agreement has been executed on behalf of the Firm. You should sign and retain it for your file, and sign and return a copy to Haight with the retainer fee. By counter-signing in the space provided below and returning to Haight a copy of this Agreement (with the applicable retainer, if any), Client's representative confirms that she or he has read, understands and agrees to the terms of this Agreement and that she or he is authorized to execute this Agreement on Client's behalf to confirm the engagement of

Cornelius H. Johnson, City Manager

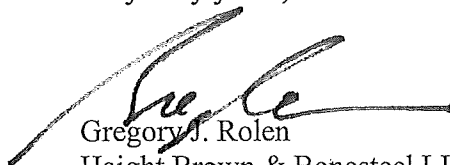
October 13, 2022

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Haight Brown & Bonesteel LLP to represent Client in connection with the referenced matter, subject to the terms and conditions set forth above.

We welcome you as a valued Haight client and look forward to working closely with you and your colleagues towards a successful conclusion of this matter.

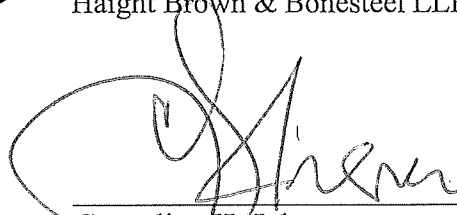
Very truly yours,



Gregory J. Rolan
Haight Brown & Bonesteel LLP

Agreed and accepted.

Dated: 11/4/22



Cornelius H. Johnson
City Manager, City of Antioch
Client's Authorized Representative

**LAWYERS**

555 South Flower Street
Forty-Fifth Floor
Los Angeles, CA 90071

P.O. Box 17939
Los Angeles, CA 90017-0939

www.hbblaw.com

Telephone: 213.542.8000

Facsimile: 213.542.8100

Bill Inquiries: 213.542.8074
accountsreceivable@hbblaw.com

Tax ID: 95-1605271

Dawn Merchant - Finance Director
CITY OF ANTIOCH
City Hall
PO Box 5007
Antioch, CA 94531

Invoice No.: 3262024
Client/Matter: AN20-0000001
Billing Atty: ROLEN, GREGORY J.
March 13, 2023

Account Statement

Invoice Number	Invoice Date	Matter Number	Billing Attorney	Invoice Amount	Balance Due
3260098	01/12/2023	0000001	01123	\$30,107.20	\$30,107.20
3261063	02/21/2023	0000001	01123	\$7,231.75	\$7,231.75
Total Outstanding Balance					\$37,338.95
Total Amount Due on this Invoice					\$1,405.57
Total Balance Now Due					\$38,744.52

Aging of Past Due Amounts

0-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days	Total Past Due
\$7,231.75	\$30,107.20	\$0.00	\$0.00	\$0.00	\$37,338.95

Haight Brown & Bonesteel LLP

LAWYERS

555 South Flower Street
Forty-Fifth Floor
Los Angeles, CA 90071

P.O. Box 17939
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Haight

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Tax ID: 95-1605271

Dawn Merchant - Finance Director
CITY OF ANTIOCH
City Hall
PO Box 5007
Antioch, CA 94531

Invoice No.: 3262024
Client/Matter: AN20-0000001
Billing Atty: GREGORY J. ROLEN
March 13, 2023

Representing: City of Antioch

Re: CITY OF ANTIOCH
City of Antioch - General Counsel Services

Total Fees This Invoice	\$1,148.00
Total Costs Advances This Invoice	\$257.57
Total Fees and Costs This Invoice	\$ 1,405.57
Balance Carried Forward from Previous Invoice(s)	37,338.95
Total Due Upon Receipt	\$ 38,744.52

BILLS ARE DUE AND PAYABLE UPON RECEIPT

THIS STATEMENT DOES NOT INCLUDE EXPENSES NOT YET RECEIVED BY THIS OFFICE
WHICH MIGHT HAVE BEEN INCURRED DURING THE PERIOD COVERED BY THIS BILLING

LOS ANGELES • ORANGE COUNTY • RIVERSIDE • SACRAMENTO • SAN DIEGO • SAN FRANCISCO

Haight Brown & Bonesteel LLP

213.542.8000

Invoice No: 3262024

Re: CITY OF ANTIOCH

AN20-0000001

City of Antioch - General Counsel Services

Page 2

PROFESSIONAL SERVICES RENDERED through 02/28/2023

Date	Description	Attorney	Hours	
02/02/2023	Teleconference with mayor regarding representation city manager	GJR	0.30	
02/14/2023	Teleconference with staff and update chronology in preparation for Board Meeting	GJR	0.90	
02/14/2023	Attend, virtual closed session	GJR	0.50	
02/15/2023	Teleconference with mayor regarding Council meeting	GJR	0.60	
02/21/2023	Compose email to the city Attorney	GJR	0.50	
Total Hours			2.80	
Total Fees This Invoice				\$1,148.00

Haight Brown & Bonesteel LLP
213.542.8000

Invoice No: 3262024

Re: CITY OF ANTIOCH
AN20-0000001
City of Antioch - General Counsel Services

Timekeeper	Hours	Rate	Amount
GREGORY J. ROLEN	2.80	\$410.00	1,148.00
	2.80		1,148.00

Haight Brown & Bonesteel LLP
213.542.8000

Re: CITY OF ANTIOCH
AN20-0000001
City of Antioch - General Counsel Services

Invoice No: 3262024

Outside Printing

01/24/2023	DOCUEVIDENCE INC. - Outside Printing	257.57
Total for Outside Printing		257.57

Total Costs Advanced This Invoice	\$257.57
Total Fees and Costs This Invoice	<u>\$1,405.57</u>

Haight Brown & Bonesteel LLP

LAWYERS

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Los Angeles, CA 90071

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Dawn Merchant - Finance Director
CITY OF ANTIOCH
City Hall
PO Box 5007
Antioch, CA 94531

Remit To:

Haight Brown & Bonesteel LLP
P.O. Box 17939
Los Angeles, CA 90017-0939
Attn, Accounts Receivable

Invoice No.: 3262024

Client/Matter: AN20-0000001

Billing Atty: GREGORY J. ROLEN

March 13, 2023

PROFESSIONAL SERVICES RENDERED through February 28, 2023

Total Fees This Invoice	\$ 1,148.00
Total Costs Advanced This Invoice	\$ 257.57
Total Fees and Costs This Invoice	\$ <u>1,405.57</u>
Balance Forward	\$ 37,338.95
Total Due Upon Receipt	\$ <u><u>38,744.52</u></u>

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 25, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Forrest Ebbs, Acting City Manager

SUBJECT: Proposed Ordinance Amending Section 6-8.14 of the Antioch Municipal Code Regarding Restrictions on the Sale of Tobacco Products

RECOMMENDED ACTION

It is recommended that the City Council waive the first reading and introduce, by title, the proposed ordinance amending the Municipal Code regarding tobacco sale restrictions, attached as Attachment A.

The proposed changes would:

- Remove restrictions on tobacco products based on package size or price; and
- Amend restriction on sale of tobacco products with characterizing flavor to clarify that restriction applies to any product containing a constituent that imparts characterizing flavor.

FISCAL IMPACT

There is no anticipated direct or indirect fiscal impact as a result of this item.

DISCUSSION

At its March 16, 2023 regular meeting, the Council considered comments from the public, including owners of local retail stores, concerning the feasibility and impact of certain restrictions on the sale of tobacco products. Specifically, the Council considered comments regarding restrictions based on package size and price that were adopted on March 8, 2022 and effective December 14, 2022.

At the same time, the Council adopted prohibitions against the sale of flavored tobacco products and electronic cigarettes. The proposed ordinance would not affect these prohibitions.

The Council directed staff to return with an ordinance amending Section 6-8.14 of the Municipal Code to eliminate the restrictions based on package size and price. Refer to Attachment A for the proposed revisions. The Council also provided direction regarding

the restrictions on the sale or transfer of tobacco businesses. Because that amendment would apply to the Zoning Code, it is subject to different procedures and will be presented to the Council for consideration at a future meeting. The Planning Commission must first consider the amendment and offer a recommendation to the City Council.

In the attached ordinance, staff has included an additional revision that would conform the text of the prohibition on flavored tobacco products to the original intent, and current interpretation, of the City's prohibition. Additionally, this amendment will align the City's prohibition with the State prohibition of the sale of tobacco products, which avoids potential confusion by local retailers and enforcement officials.

This revision clarifies that the City prohibition applies to products containing a constituent or additive, other than tobacco, that imparts a characterizing flavor. To the extent the current prohibition is understood to apply to tobacco products with added flavors, this amendment does not substantively change the prohibition.

ATTACHMENT

A. Draft ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING SECTION 6-8.14 OF THE ANTIOCH MUNICIPAL CODE REGARDING
RESTRICTIONS ON THE SALE OF TOBACCO PRODUCTS**

The City Council of the City of Antioch does ordain as follows:

SECTION 1. AMENDMENT. Section 6-8.14 of the Antioch Municipal Code is amended as follows (additions in underline italics; deletions in double strikethrough):

§ 6-8.14 RESTRICTIONS ON TOBACCO RETAILERS

A. No tobacco retailer shall sell, offer for sale, possess with the intent to sell, offer in exchange for any form of consideration, or provide at no cost any tobacco or tobacco product *that contains a constituent or additive, other than tobacco, that imparts* ~~with~~ a characterizing flavor.

B. No tobacco retailer shall sell, offer for sale, possess with the intent to sell, offer in exchange for any form of consideration, or provide at no cost any electronic cigarette or e-cigarette for use with tobacco or tobacco products.

~~C. No tobacco retailer shall sell, offer for sale, possess with the intent to sell, offer in exchange for any form of consideration, or provide at no cost any of the following:~~

~~(1) Any package of fewer than twenty little cigars~~

~~(2) Any package of fewer than six cigars~~

~~(3) Any package of cigarettes, little cigars, or cigars at a price that is less than ten dollars per package, including applicable fees and taxes.~~

SECTION 2. SEVERABILITY. If any provision or part of this ordinance, or its application to any person or circumstance, is held to be unconstitutional or otherwise invalid, the remainder of this ordinance, and the application of such provision to other person or circumstances, shall remain in full force and effect.

SECTION 3. PUBLICATION. This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

I HEREBY CERTIFY that the forgoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch on the 25th day of April, 2023, and adopted at a regular meeting thereof on the ____ day of _____ 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LAMAR A. THORPE
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 25, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kwame P. Reed, Economic Development Director *KPR*

APPROVED BY: Forrest Ebbs, Acting City Manager

SUBJECT: Formation of an Ad Hoc Committee for the Restructuring of the Economic Development Commission

RECOMMENDED ACTION

It is recommended that the City Council take the following actions:

- 1) Determine if the City Council wishes to form an Ad Hoc Committee for the Restructuring of the Economic Development Commission for the purposes described in the resolution;
- 2) Confirm the appointment of two (2) members for the Ad Hoc Committee for the Restructuring of the Economic Development Commission;
- 3) Confirm the duration of the Ad Hoc Committee for the Restructuring of the Economic Development Commission; and
- 4) Adopt the resolution forming the Ad Hoc Committee for the Restructuring of the Economic Development Commission.

FISCAL IMPACT

The recommended action has no direct fiscal impact on City finances.

DISCUSSION

The Ad Hoc Committee for the Restructuring of the Economic Development Commission ("Committee") would work with the City Manager, Economic Development Director, the existing members of the Economic Development Commission, and the CEO of the Antioch Chamber of Commerce on restructuring the Economic Development Commission ("EDC"). The Committee would provide a recommendation to the City Council that is based on the economic development goals and priorities of the City Council including but not limited to the findings and initiatives within the adopted "Reinvest Antioch" Economic Development Program. The Committee is also expected to discuss the number of

members on the EDC and meeting frequency and make appropriate recommendations to the City Council.

ATTACHMENT

A. Resolution

B. Chapter 12: Economic Development Commission of the Municipal Code

RESOLUTION NO. 2023/XXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO FORM AN
AD HOC COMMITTEE FOR THE RESTRUCTURING OF THE ECONOMIC
DEVELOPMENT COMMISSION
FOR A PERIOD OF [REDACTED] MONTHS**

WHEREAS, on March 28, 2023, the City Council directed staff and the City Attorney to draft a resolution establishing an Ad Hoc Committee for the Restructuring of the Economic Development Commission (the “**Ad Hoc Committee**”);

WHEREAS, the Ad Hoc Committee shall work with the City Manager, Economic Development Director, the existing members of the Economic Development Commission, and the CEO of the Antioch Chamber of Commerce on restructuring the Economic Development Commission (“EDC”) which may include but shall not be limited to the Commission’s purpose, functions, duties, and responsibilities;

WHEREAS, the Ad Hoc Committee shall discuss the economic development goals and priorities of the City Council including but not limited to the findings and initiatives within the adopted “Reinvest Antioch” Economic Development Program, the number of members on the EDC, and EDC meeting frequency; and

WHEREAS, the City Council plans to have the Ad Hoc Committee report back to the City Council prior to and upon its planned termination in [REDACTED] months on how the EDC has been restructured.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch that:

1. [REDACTED] and [REDACTED] are appointed to the Ad Hoc Committee for the Restructuring of the Economic Development Commission, which shall work with the City Attorney or designee to draft an ordinance amending Chapter 12: Economic Development Commission of the Antioch Municipal Code; and
2. The Ad Hoc Committee shall report back to the City Council prior to and upon the ad hoc committee’s planned termination in [REDACTED] months.

* * * * *

ATTACHMENT A

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of April 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

CHAPTER 12: ECONOMIC DEVELOPMENT COMMISSION

Section

3-12.01 Created

3-12.02 Duties

3-12.03 Membership

§ 3-12.01 CREATED.

There is hereby created within the city government an Economic Development Commission.

(Ord. 1002-C-S, passed 1-28-03)

§ 3-12.02 DUTIES.

The Commission shall make recommendations to the City Council and staff regarding policies, regulations, marketing, development strategies and activities to retain and enhance the economic base of the community, and further, to articulate a vision of economic development with clearly-defined goals and objectives for the city during a rolling five-year horizon.

(Ord. 1002-C-S, passed 1-28-03)

§ 3-12.03 MEMBERSHIP.

(A) The Council shall appoint the seven members of the Commission. At least five members shall be Antioch residents. Non-resident members shall own or operate a business in the city.

(B) Members with backgrounds in commercial real estate, marketing or investment banking are strongly preferred.

(C) The Antioch Chamber of Commerce shall recommend one member.

(Ord. 1002-C-S, passed 1-28-03; Am. Ord. 2016-C-S, passed 6-10-08; Am. Ord. 2021-C-S, passed 1-27-09)