



## **ANNOTATED AGENDA**

### **Antioch City Council REGULAR MEETING**

**Including the Antioch City Council acting as Successor Agency/  
Housing Successor to the Antioch Development Agency**

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**Date: Tuesday, March 12, 2024**

**Time: 6:30 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](http://www.antiochca.gov)). Please see the inside cover for detailed Speaker Rules.*

**PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.**

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

**Ellie Householder**, City Clerk  
**Lauren Posada**, City Treasurer  
**Kwame P. Reed**, 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](mailto: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.

**6:30 P.M.      ROLL CALL – CLOSED SESSION – for Council Members – *Council Members District 2 Barbanica, District 3 Ogorchock, and Mayor Pro Tem (District 4) Wilson [Council Member District 1 Torres-Walker and Mayor Hernandez-Thorpe – Absent]***

#### **PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS** *for Closed Session – None*

#### **CLOSED SESSION:**

- 1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION –**  
pursuant to California Government Code section 54956.9: James Adams v. New Way Management Services, Veronica Dean, and City of Antioch,  
Superior Court of California Contra Costa County, Case No. MSC 20-01457.  
***No reportable action***

**6:32 P.M.      *MOTIONED TO ADJOURN TO CLOSED SESSION***

**7:02 P.M.      ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency – *Council Members District 2 Barbanica, District 3 Ogorchock, and Mayor Pro Tem (District 4) Wilson [Council Member District 1 Torres-Walker and Mayor Hernandez-Thorpe – Absent]***

#### **PLEDGE OF ALLEGIANCE**



## 1. PROCLAMATIONS

- In Honor of Women's History Month, March 2024
- Prescription Drug Abuse Awareness Month, March 2024

**Approved, 3/0**

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

## 2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

- JOIN THE ANTIOCH COUNCIL OF TEENS – The 'Youth Voice' for the City of Antioch
  - Serve as representatives for teens in the community – Visit us at: [antiochca.gov/ACT](http://antiochca.gov/ACT)  
For more information, email: [youth@antiochca.gov](mailto:youth@antiochca.gov)
- TEEN MOVIE NIGHT – March 26, 2024
  - Maya Cinemas, 4085 Century Boulevard, Pittsburg, CA

**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

### MAYOR'S COMMENTS

3. **PRESENTATION** – *10th Annual Sales Tax Citizens' Oversight Committee Report  
Presented by Committee Member Erika Raulston and  
Chairperson Cortney L. Jones*

4. **CONSENT CALENDAR for City /City Council Members acting as Successor  
Agency/Housing Successor to the Antioch Development Agency**

- A. APPROVAL OF COUNCIL MEETING MINUTES FOR FEBRUARY 13, 2024

**Approved, 3/0**

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

- B. APPROVAL OF COUNCIL MEETING MINUTES FOR FEBRUARY 27, 2024

**Continued, 3/0**

Recommended Action: It is recommended that the City Council continue the Meeting Minutes.

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

**C. APPROVAL OF COUNCIL WARRANTS**

***Approved, 3/0***

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

**D. APPROVAL OF SUCCESSOR AGENCY WARRANTS**

***Approved, 3/0***

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

**E. APPROVAL OF HOUSING SUCCESSOR WARRANTS**

***Approved, 3/0***

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

**F. APPROVAL OF TREASURER'S REPORT FOR SEPTEMBER 2023**

***Received and filed, 3/0***

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

**G. APPROVAL OF TREASURER'S REPORT FOR OCTOBER 2023**

***Received and filed, 3/0***

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

**H. APPROVAL OF TREASURER'S REPORT FOR NOVEMBER 2023**

***Received and filed, 3/0***

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

**I. SECOND READING – ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH, CALIFORNIA, ADDING CHAPTER 4 TO TITLE 4 (PUBLIC SAFETY) OF THE ANTIOCH MUNICIPAL CODE RELATING TO ORGANIZING OR ADVERTISING STREET RACING, SIDESHOWS, AND RECKLESS DRIVING EXHIBITIONS (*Introduced on February 27, 2024*)**

***Failed due to lack of a motion***

Recommended Action: It is recommended that the City Council adopt the Ordinance adding Chapter 4 to Title 4 (Public Safety) to the Antioch Municipal Code, which prohibits organizing or advertising street racing, sideshows, and reckless driving exhibitions.

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

- J.** EXTENSION OF VESTING TENTATIVE SUBDIVISION MAP 9501 AND DESIGN REVIEW APPROVALS FOR CREEKSIDE VINEYARDS AT SAND CREEK (GP-19-06, PD-19-02)

***Reso No. 2024/31 adopted, 3/0***

Recommended Action: It is recommended that the City Council adopt a resolution approving a two-year extension of the Vesting Tentative Subdivision Map (VTSM 9501) and design review approvals for the Creekside Vineyards at Sand Creek project.

**CEQA:** An Environmental Impact Report was adopted and certified on March 23, 2021.

- K.** CONSIDERATION OF A COOPERATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE CONTRA COSTA TRANSPORTATION AUTHORITY FOR THE L STREET PATHWAY TO TRANSIT – BICYCLE AND PEDESTRIAN IMPROVEMENT PROJECT FUNDED IN PART BY A SAFE STREETS AND ROADS FOR ALL GRANT (P.W. 234-15)

***Reso No. 2024/32 adopted, 3/0***

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

- 1) Approving the Cooperative Agreement between the City of Antioch and the Contra Costa Transportation Authority for the L Street Pathway to Transit – Bicycle and Pedestrian Improvement Project;
- 2) Approving an amendment to the Fiscal Year 2023/2024 Operating Budget to increase the funding for the L Street Pathway to Transit – Bicycle and Pedestrian Improvement Project by \$4,952,000 from Road Maintenance and Rehabilitation Account (RMRA) funds;
- 3) Authorizing the expenditure of up to \$4,952,000 of RMRA funds to pay an advancement to the Contra Costa Transportation Authority for estimated costs for each phase of project delivery for the L Street Pathway to Transit – Bicycle and Pedestrian Improvement Project, which is required to receive a \$13,008,000 Safe Streets and Roads for All Grant; and
- 4) Authorizing the Acting City Manager to execute the agreement.

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

**L. ANTIOCH MUNICIPAL RESERVOIR AQUATIC VEGETATION MANAGEMENT MAINTENANCE SERVICES AGREEMENT (P.W. 453-2)**

***Reso No. 2024/33 adopted, 3/0***

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

- 1) Awarding the maintenance services agreement to Clean Lakes Inc. for aquatic vegetation management at the Antioch Municipal Reservoir for up to 5 years for a total amount of up to \$815,401.50 consisting of \$163,080.30 per calendar year for three years totaling \$489,240.90 and an option to extend an additional two (2) years totaling \$326,160.60; and
- 2) Authorizing the Acting City Manager to execute the agreement with Clean Lakes Inc. in a form approved by the City Attorney.

**M. AGREEMENT WITH WESTSIDE LANDSCAPE & CONCRETE, INC. FOR FIREBREAK MOWING AND DISKING SERVICES – PROPOSAL NO. 988-0221-24A**

***Reso No. 2024/34 adopted, 3/0***

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

- 1) Awarding the Maintenance Services Agreement for Firebreak Mowing and Disking Services throughout the City to Westside Landscape & Concrete, Inc.;
- 2) Approving the agreement with Westside Landscape & Concrete, Inc. of Newman CA, for a three (3) year term for an amount up to \$581,349 with an option to extend two (2) additional years for an amount up to \$391,566 for a total contract amount not to exceed \$972,915 over a five (5) year period;
- 3) Authorizing the Acting City Manager to execute the agreement in a form approved by the City Attorney; and
- 4) Authorizing the Acting City Manager to make the necessary budget amendment to the approved operating budgets in the additional amounts of \$28,000 in Fiscal Year 2023/24 and \$29,000 in Fiscal Year 2024/25 for Firebreak Mowing and Disking Services.

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

- N.** SECOND AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH FOUNDRY CONSTRUCTION, INC. FOR THE MAINTENANCE SERVICE CENTER WAREHOUSE IMPROVEMENTS (P.W. 143-R)

***Reso No. 2024/35 adopted, 3/0***

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

- 1) Approving a second amendment to increase the construction agreement with Foundry Construction Inc. by \$5,890 for a total agreement amount of \$489,356; and
- 2) Authorizing the Acting City Manager to execute the second amendment in a form approved by the City Attorney.

**COUNCIL REGULAR AGENDA**

- 5.** PLANNING COMMISSION APPOINTMENT FOR ONE FULL-TERM VACANCY, 4-YEAR TERM, EXPIRING OCTOBER 2027

***Reso No. 2024/36 adopted appointing Seth Webber Corcoran to the Planning Commission for one full-term vacancy expiring October 2027, 3/0***

- Recommended Action:
- 1) It is recommended that the Mayor nominate the candidate for appointment.
  - 2) It is recommended that the City Council adopt a resolution approving the Mayor's appointment of Seth Webber Corcoran to the Planning Commission for the one full-term vacancy, 4-year term, expiring October 2027.

## **COUNCIL REGULAR AGENDA – Continued**

6. DISSOLVE THE HUMAN RIGHTS AND RACIAL EQUITY AD HOC COMMITTEE AND PROVIDE DIRECTION TO STAFF ON THE FORMATION OF A NEW AD HOC COMMITTEE OR STANDING COMMITTEE

***Direction provided to staff to dissolve the Human Rights and Racial Equity Ad Hoc Committee and bring back an ordinance, 3/0***

Recommended Action: It is recommended that the City Council provide a status update from the Human Rights and Racial Equity Ad Hoc Committee and take the following actions:

- 1) Dissolve the Human Rights and Racial Equity Ad Hoc Committee; and
- 2) Provide direction to staff to:
  - a. Prepare a resolution for a new ad hoc committee focused on the development of human rights policies for the City; or
  - b. Prepare a resolution for a Human Rights and Racial Equity Standing Committee; or
  - c. Take no action.

## **PUBLIC COMMENTS**

## **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 90 days.*

**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 meeting at 9:00 p.m., 3/0***





*IN HONOR OF  
WOMEN'S HISTORY MONTH  
MARCH 2024*

*WHEREAS, in 1987, Congress declared March as Women's History Month and March 8<sup>th</sup> became International Women's Day over a decade ago when many countries recognized women's right to vote;*

*WHEREAS, women have played a critical role in shaping the economic, cultural, and the social fabric of our society through their participation in the labor force, working both inside and outside the home, in leadership positions, and through creative inspiration;*

*WHEREAS, National Women's History Month provides an opportunity for schools and communities to increase knowledge held by our children and our community of women's roles in history and their contributions to the development of this nation;*

*WHEREAS, the story of American women is the story of women of all ages, races, and cultural backgrounds who led campaigns for equality and civil rights, advanced professional and educational opportunities, founded entirely new enterprises, and contributed significantly to the arts, sciences, and humanistic causes;*

*WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued in the literature, teaching, and study of American history; and*

*WHEREAS, the 2024 theme for National Women's History Month is "Women Who Advocate for Equity, Diversity, and Inclusion" which directly recognizes women throughout the country who understand that, for a positive future, we need to eliminate bias and discrimination entirely from our lives and institutions.*

*NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch, hereby proclaim March 2024 is "Women's History Month" in the City of Antioch. I encourage all Antioch Residents to observe March as Women's History Month with appropriate programs, ceremonies, and activities.*

**MARCH 12, 2024**

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**LAMAR A. HERNANDEZ-THORPE, Mayor**

**1.01  
03-12-24**



## ***PRESCRIPTION DRUG ABUSE AWARENESS MONTH***

*March 2024*

*WHEREAS, when used as prescribed by a doctor, prescription medicines such as stimulants, sedatives and opioids can be helpful in treating many illnesses, but when these medications are misused, they can have serious consequences;*

*WHEREAS, many prescription drugs can alter a person's thinking and judgment, and can lead to health risks, including addiction, drugged driving, infectious disease, and adverse effects on pregnancy;*

*WHEREAS, anyone who takes prescription opioids can become addicted to them. As many as one in four patients receiving long-term opioid therapy in a primary care setting struggles with an opioid use disorder (OUD);*

*WHEREAS, prescription opioid overdose deaths also often involve benzodiazepines, which are central nervous system depressants that the Centers for Disease Control and Prevention (CDC) recommend avoiding while taking prescription opioids, due to the risk of overdose;*

*WHEREAS, in 2022 in Contra Costa County, there were 463,914 opioid prescriptions given to patients which is an age-adjusted rate of 318 per 1,000 residents;*

*WHEREAS, in 2022, a total of 21,316 emergency department visits occurred in California that were related to any opioid overdose and 348 of those visits occurred in Contra Costa County. According to the CDC, 106,699 drug overdose deaths occurred nationally in 2022, 80,411 were from opioids and 169 of those opioid related overdose deaths occurred in Contra Costa County;*

*WHEREAS, synthetic opioids other than methadone (primarily fentanyl) and stimulants such as methamphetamine were the main drivers of drug overdose deaths in the United States in 2022;*

*WHEREAS, to help prevent substance abuse disorder and overdose deaths, the Antioch City Council encourages community members to dispose of their expired and unwanted prescription drugs throughout the year and safety store those still needed; and*

*WHEREAS, the Contra Costa County Medication Education and Disposal Safety (MEDS) Coalition engages all community members in the county to participate in Prescription Drug Abuse Awareness Month activities to raise prescription drug safety awareness.*

***NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch, hereby declare that March 2024 is "Prescription Drug Abuse Awareness Month" in the City of Antioch.***

***I encourage all citizens to participate in prescription drug abuse related prevention programs and activities. The Antioch City Council also encourages all community members to pledge to, "Spread the Word... One Pill Can Kill".***

**MARCH 12, 2024**

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**LAMAR A. HERNANDEZ-THORPE, Mayor**

**1.02**  
**03-12-24**

**ANTIOCH**  
CALIFORNIA  
OPPORTUNITY LIVES HERE

# TEEN MOVIE NIGHT

MARCH 26TH  
2-4PM & 6-8PM  
MAYA CINEMAS

**FREE**



**REGISTER BY:  
MARCH 25TH**

PRIORITY IS GIVEN TO AUSD OR ANTIOCH RESIDENTS.

THIS IS NOT A PROGRAM OF THE ANTIOCH UNIFIED SCHOOL DISTRICT (AUSD), AND AUSD ACCEPTS NO LIABILITY OR RESPONSIBILITY FOR THIS PROGRAM.

**FOR QUESTIONS PLEASE CONTACT: (925)779-7082**





# ANTIOCH COUNCIL OF TEENS



Antioch Council of Teens (ACT) is made up of youth & teens (6th through 12th grade) who want to cultivate change through community service, engaging activities, and civic leadership opportunities—all while having FUN and working together!!

***Meetings are the 2nd and 4th Wednesday of the month and runs all year.***

## ACT members:

- Serve as representatives for teens in the community.
- Create fun events for teens.
- Participate in leadership opportunities.

Email [youth@antiochca.gov](mailto:youth@antiochca.gov) for more information.

**[antiochca.gov/ACT](http://antiochca.gov/ACT)**

CITY OF  
**ANTIOCH**  
CALIFORNIA

"This is not a program of the Antioch Unified School District (AUSD), and AUSD accepts no liability or responsibility for this program."

10TH ANNUAL

# SALES TAX CITIZENS'

Oversight Committee Report

Fiscal Year 2022-2023 (FY23)  
Presented: March 12th 2024



# SALES TAX CITIZENS' OVERSIGHT COMMITTEE



..."Measure W requires the Committee to provide an oral or written report to Council at a public meeting regarding the review of receipts and expenditures of Measure W funds, as well as the annual audit to be completed in conjunction with the City's budget process".

Measure W includes public safety, code enforcement, youth recreation, and lifestyle programs as outlined in the funding table of Measure W and financial information.



# TODAYS AGENDA

SOURCES OF  
MEASURE W  
FUNDS

01

TOP 25  
BUSINESS  
FUNDING  
MEASURE W

02

1% SALES TAX  
FUNDING  
ALLOCATIONS

03

POLICE  
FUNDING

04

CODE  
ENFORCEMENT  
FUNDING

05

PARKS AND  
RECREATION  
FUNDING

06

YOUTH  
SERVICES  
NETWORK  
FUNDING

07

OTHER  
ALLOCATION  
FUNDING

08

COMMITTEE  
OBSERVATIONS

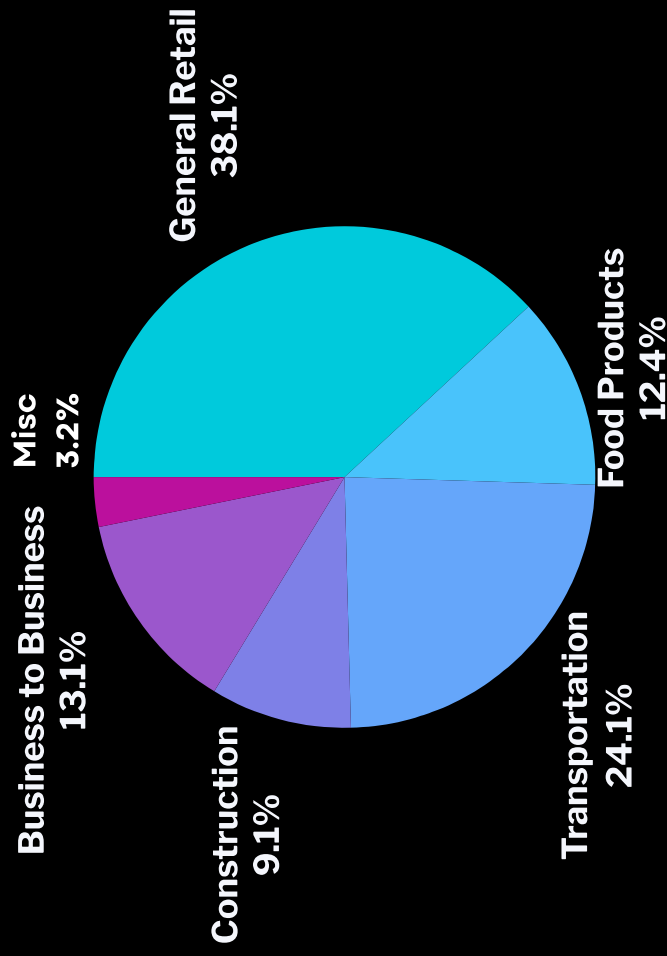
09



# SOURCES OF MEASURE W FUNDS

DIFFERENCE IN 2023 VS 2022 **-\$207,317**

GENERAL RETAIL	\$7,734,774
FOOD PRODUCTS	\$2,517,354
TRANSPORTATION	\$4,892,600
CONSTRUCTION	\$1,847,413
B2B	\$2,659,463
MISCELLANEOUS	\$649,641
<b>TOTAL</b>	<b>\$20,301,245</b>



PERCENTAGES PROVIDED TO THE COMMITTEE BY DAWN MERCHANT FINANCE DIRECTOR

# TOP 25 ANTIOCH BUSINESS FUNDING MEASURE W

\*BUSINESS LISTED ARE IN ALPHABETICAL ORDER AND NOT BY AMOUNT CONTRIBUTED

- 7-ELEVEN FOOD STORES
- AMAZON.COM - EC
- AMAZON.COM SERVICES - EC
- ANTIOCH CHRYSLER-JEEP-DODGE
- ANTIOCH TOYOTA
- ARCO AM/PM MINI MARTS
- BEST BUY STORES
- \*CARDINAL HEALTH
- CARMAX AUTO SUPERSTORES
- CHEVRON SERVICE STATIONS
- CONSOLIDATED ELECTRICAL DISTRIBUTORS
- COSTCO WHOLESALE
- DELTA DISPENSARY - MMD
- DMV
- ENTERPRISE RENT-A-CAR
- LOWE'S HOME CENTERS
- MCDONALD'S RESTAURANTS
- \*ONESOURCE SUPPLY SOLUTIONS
- SAFEWAY SERVICE STATIONS
- SHELL SERVICE STATIONS
- TARGET STORES
- TESLA
- UNION 76 SERVICE STATIONS
- WAL MART STORES
- WINTER HONDA

\*NEW TO THE 2023 LIST

LIST PROVIDED TO THE COMMITTEE BY DAWN MERCHANT FINANCE DIRECTOR

# 1% SALES TAX FUNDING ALLOCATIONS

Budgeted Funds Allocation:	Actual Received/ Spent FY22	1% Sales Tax Budget Projection	Actual Received/ Spent FY23	% of Total Allocation	YOY Increase /Decrease
	2022	2023	2023	2023	2023 vs 2022
Police (a)	\$17,272,446	\$14,145,651	\$14,032,345	69.12%	-\$3,240,101
Code Enforcement (b)	\$1,548,828	\$1,867,026	\$1,751,810	8.63%	\$202,982
Recreation (c)	\$501,311	\$3,027,234	\$2,820,962	13.90%	\$2,319,651
Youth Network Services (d)	\$494,459	\$863,735	\$734,088	3.62%	\$239,629
Community Development (e)	\$163,900	\$189,310	\$153,446	0.76%	-\$10,454
Public Works (f)	\$356,179	\$660,166	\$571,008	2.81%	\$214,829
Human Resources (g)	\$46,074	\$162,771	\$116,780	0.58%	\$70,706
Finance (h)	\$125,365	\$120,806	\$120,806	0.60%	-\$4,559
<b>Total Allocation</b>	<b>\$20,508,562</b>	<b>\$21,036,699</b>	<b>\$20,301,245</b>	<b>100.00%</b>	<b>-\$207,317</b>

DATA PROVIDED TO THE COMMITTEE BY DAWN MERCHANT FINANCE DIRECTOR

Received Less than projected:  
\$735,454



04

## POLICE (A)



(a) The allocation to the Police Department is calculated based on the remaining funds after other allocations are made.

### STAFF FISCAL YEAR 23

Dispatch = 12

Community Service Officer = 10

Records = 10

Sworn = 85

# POLICE (A)

RESIDENTS' CALLS FOR SERVICE\*

OPENING CALL TYPE CATEGORY	2022	2023	DIFF	%DIFF
Quality of Life	17,185	17,028	-157	-0.9%
Fire/Medical	15,141	14,761	-380	-2.5%
Information	9,033	7,241	-1,792	-19.8%
Other Calls	7,098	6,117	-981	-13.8%
Person/Vehicle Stops	5,953	1,647	-4,306	-72.3%
Suspicious Activity	5,273	4,545	-728	-13.8%
Alarm	4,105	3,857	-248	-6.0%
Traffic	3,027	2,901	-126	-4.2%
Citizen Requests	2,185	1,967	-218	-10.0%
Animal	1,737	2,344	607	34.9%
Theft	1,315	1,268	-47	-3.6%
Vehicle Theft/Recovery	1,273	2,267	994	78.1%

OPENING CALL TYPE CATEGORY	2022	2023	DIFF	%DIFF
Assault	971	1,041	70	7.2%
Mental Health (5150)	911	887	-24	-2.6%
Burglary	847	1,112	265	31.3%
Domestic/Family	770	877	107	13.9%
Vandalism	608	606	-2	-0.3%
Shooting	542	1,300	758	139.9%
Death/Suicide	500	466	-34	-6.8%
Weapons	423	407	-16	-3.8%
Sex Crimes	358	289	-69	-19.3%
Forgery/Fraud	230	213	-17	-7.4%
Robbery	186	236	50	26.9%
Assault with Deadly Weapon	145	147	2	1.4%
<b>GRAND TOTAL</b>	<b>79,816</b>	<b>73,524</b>	<b>-6,292</b>	<b>-7.9%</b>



# POLICE (A)

## QUALITY OF LIFE BREAKDOWN

QUALITY OF LIFE	2023	QUALITY OF LIFE	2023
Unwanted Guest Complaint	2,466	Neighbor Complaint	214
Verbal Dispute	1,645	Uncontrollable/Tuant Juvenile	198
Trespassing	1,228	Physical Dispute	191
Domestic Dispute	990	Disturbing the Peace	189
Music Complaint	957	Noise Complaint	186
Private Property Tow	954	Community Policing Activity	126
Traffic Hazard	948	Road Rage Complaint	116
Runaway Juvenile	645	Motorcycle Complaint	106
Family Disturbance	632	Civil Complaint	95
Threats Complaint	575	Juvenile Complaint	94
Public Nuisance	484	Customer Complaint	89

QUALITY OF LIFE	2023	QUALITY OF LIFE	2023
Fireworks Complaint	409	Littering/Dumping	81
Fight	408	Missing Juvenile/ Not a Runaway	74
Parking Complaint	397	Sideshow Activity	51
Loitering Complaint	390	Abandoned Vehicle	49
Parking Enforcement	387	Public Intoxication	34
Party Complaint	337	Phone Harassment	34
Antioch Muni Code Violation	328	Civil Exchange of Info	27
Harassment Complaint	305	ATMC RV Violation	11
H&S Violation	293	Prostitution	3
Missing Adult	281	Scooter Complaint	1
CALLS FOR SERVICE TOTAL.		17,028	

INFORMATION PROVIDED BY ACTING CHIEF VIGIL /ANTIOCH POLICE DEPARTMENT /VIA CRIME ANALYSIS UNIT

# POLICE (A)

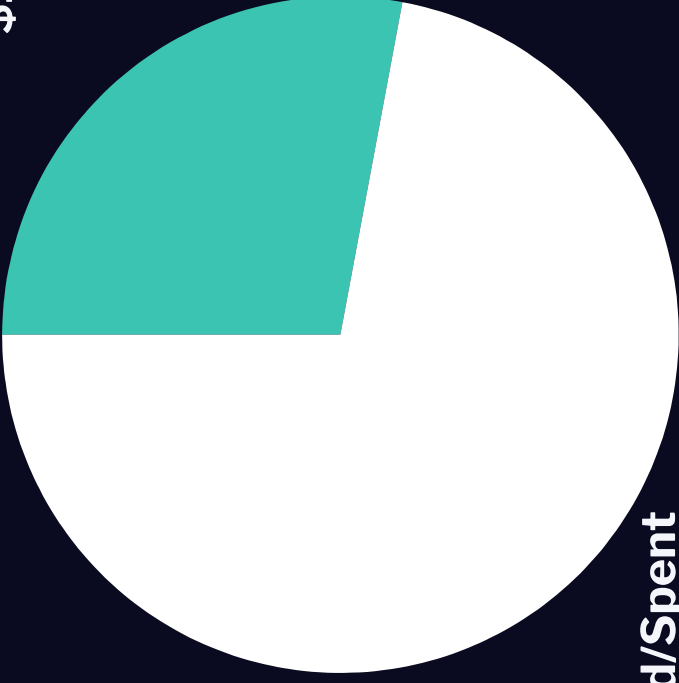
## INDEX CRIME COMPARISON

CRIME	2022	2023	Total Change 2022-2023	% Change 2022-2023
HOMICIDE	9	10	1	11.11%
RAPE	43	33	-10	-23.26%
AGGRAVATED ASSAULT	513	436	-77	-15.01%
TOTAL VIOLENT CRIME	565	479	-86	-15.22%
ROBBERY	164	211	47	28.66%
BURGLARY	428	559	131	30.61%
THEFT	1474	1646	172	11.67%
AUTO THEFT	651	1245	594	91.24%
TOTAL PROPERTY CRIME	2717	3661	944	34.74%
TOTAL INDEX CRIME	3282	4140	858	26.14%
*In December 2021 Antioch Police Department, switched to the NIBRS Crime Reporting format. Under this new format, Robbery is classified as a Property Crime.				

INFORMATION PROVIDED BY ACTING CHIEF VIGIL /ANTIOCH POLICE DEPARTMENT /VIA CRIME ANALYSIS UNIT

# **POLICE FUNDING FISCAL YEAR 23**

**Measure W Received/Spent  
\$14,032,345**



**Other Received/Spent  
\$36,216,379**

**TOTAL ACTUAL  
RECEIVED/SPENT:  
\$50,248,724**

05

## CODE ENFORCEMENT (B)



(b) Code Enforcement allocation calculated as the cost of Code Enforcement Division salaries and benefits.

### STAFF FISCAL YEAR 23

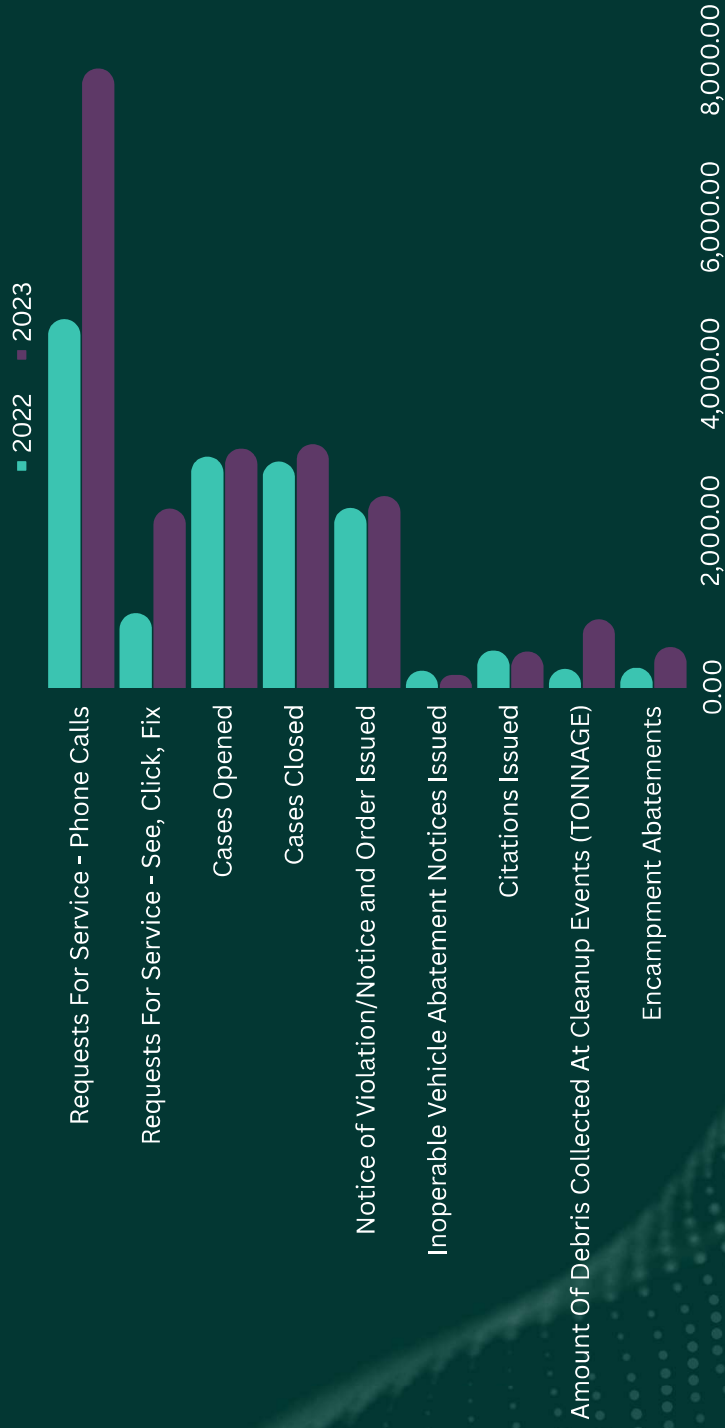
Code Enforcement Officers = 7

Administrative Staff = 2

Manager = 1



# CODE ENFORCEMENT (B) CALLS FOR SERVICE



- Phone call requests for service are not broken down by type and include the following:
  - Citation/Notice of Violation/Notice and Order Inquiries
  - Reporting Violations
  - Homeless Encampments
  - Complaints that Code Enforcement is not doing anything about problems in the City
  - Case status update requests
  - Responding to SeeClickFix Reports
  - Accounts Payable/Payment inquiries including Demand requests and Lien Release questions
  - Cleanup event information inquiries
  - Appeal Requests
  - Public Records Act Requests
- See,Click,Fix reports/requests include complaints that are addressed by other departments such as Public Works, Police Services, etc. Those are forwarded to their respective departments.

DATA PROVIDED TO THE COMMITTEE BY CURT MICHAEL CODE ENFORCEMENT MANAGER

# CODE ENFORCEMENT FUNDING FISCAL YEAR 23

Other Received/Spent  
\$473,385



**TOTAL ACTUAL  
RECEIVED/SPENT:  
\$2,225,195**

Measure W Received/Spent  
\$1,751,810



06

## PARKS AND REC (C)

(c) Recreation allocation calculated in each year as the total amount of the General Fund transfer increase over FY19 budget.



**STAFF FISCAL YEAR 23**

**Full Time: 12**

**Part-Time: 150-200**  
(approximately depending on the time of year)



# PARKS AND REC (C) KEY PROGRAMS FUNDED

## Adaptive Recreation Programs

Junior Giants Little League

Antioch Senior Center  
(600+ Members)

## Scholarship Program

Summer Movie Nights

Dia De Los Muertos

## Preschool Academy

Toddler, Youth, Teen, & Adult Classes

Big Truck Day

## Multicultural Festival

Fourth of July Celebration

## Summer Concert Series

Juneteenth Celebration

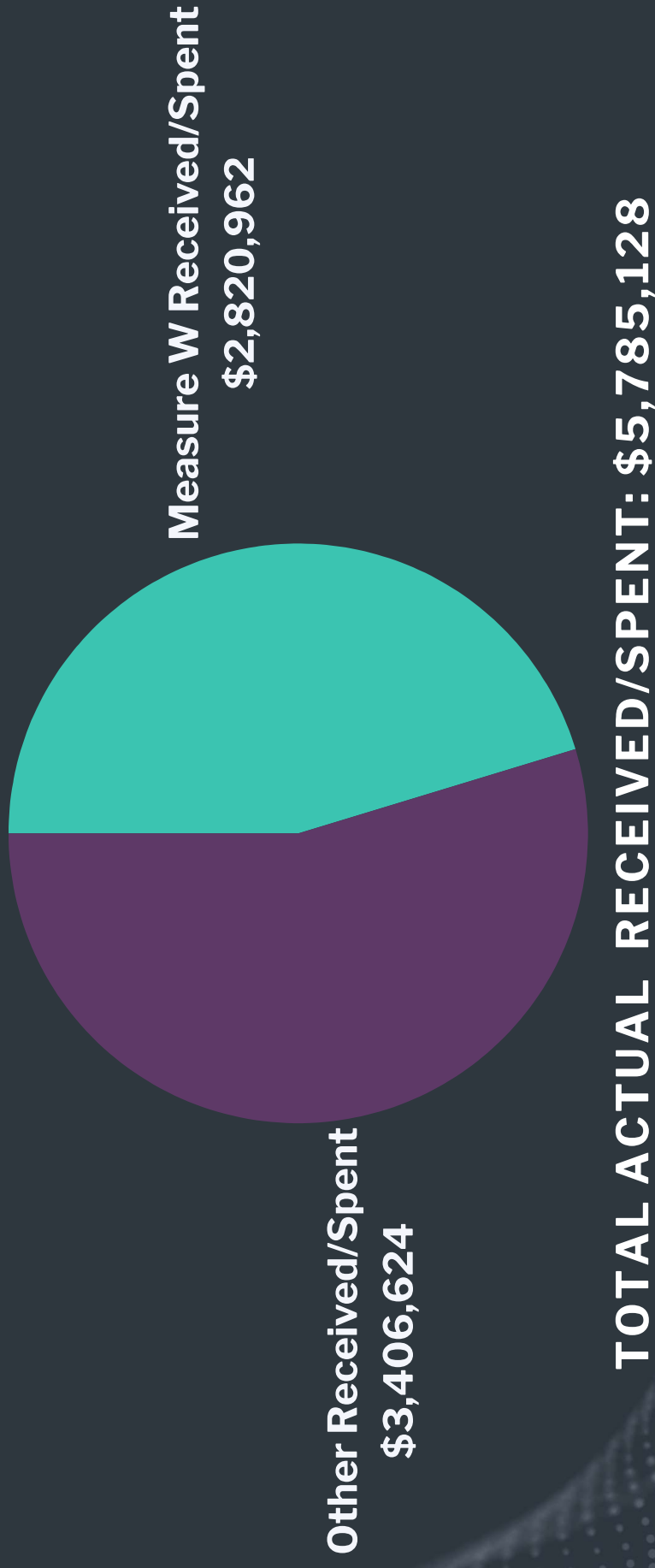
Junior Warriors Basketball League

## Antioch Water Park

Coyote Hills Camps

INFORMATION PROVIDED TO THE COMMITTEE BY BRAD HELFENBERGER PARKS AND RECREATION DIRECTOR

# **PARKS AND REC FUNDING FISCAL YEAR 23**





07

## YOUTH NETWORK SERVICES (D)

(d) Youth Network Services allocation is the total cost of the program for the year.



**STAFF FISCAL YEAR 23**

**Youth Network Services Manager = 1**

**Youth Network Programs Coordinator = 1**

# YOUTH NETWORK SERVICES (D)

KEY PROGRAMS FUNDED

Budgeted Funds Allocation:	# of Participants	Frequency of Events
Basketball Programs	70	3
Classes and Camps	115	3
Tutoring services	25	1
Internships	40	2
Community Events	215	3
Civic Engagement	25	21
Mentorship Programs	10	1

INFORMATION PROVIDED TO THE COMMITTEE BY MONSERRAT CABRAL YOUTH NETWORK SERVICES MANAGER

# **YOUTH NETWORK SERVICES (D) FISCAL YEAR 23**



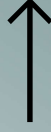
**Measure W Received/Spent**  
**\$734,088**

**TOTAL ACTUAL  
RECEIVED/SPENT**

**\$734,088**

08

## OTHER ALLOCATIONS (E-H)





# OTHER ALLOCATIONS FISCAL YEAR 23 (E-H)

Measure W Received/Spent  
\$153,446

Measure W Received/Spent  
\$571,008

Measure W Received/Spent  
\$116,780

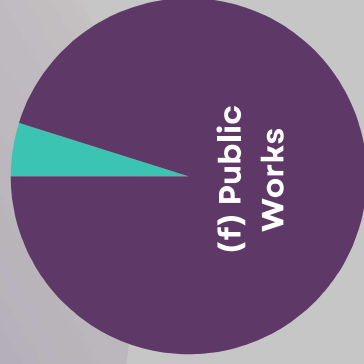
Measure W Received/Spent  
\$120,806



Total Expenditures  
\$1,725,327

**8.89%**

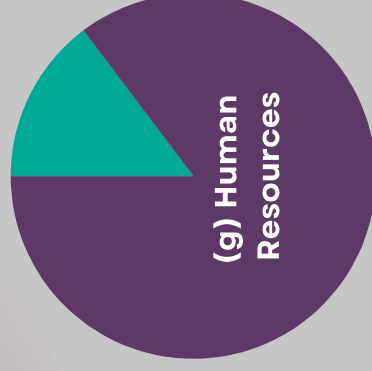
**Funded by Measure W**



Total Expenditures  
\$11,228,155

**5.09%**

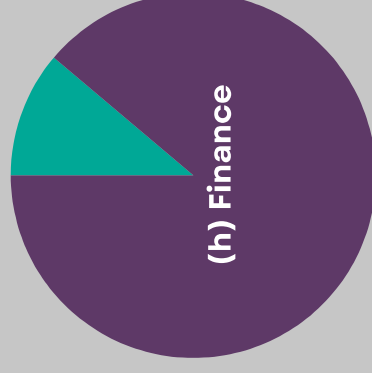
**Funded by Measure W**



Total Expenditures  
\$861,804

**13.55%**

**Funded by Measure W**



Total Expenditures  
\$1,081,023

**11.18 %**

**Funded by Measure W**

(e) Community Development allocation calculated as the cost of 1 Planner position.

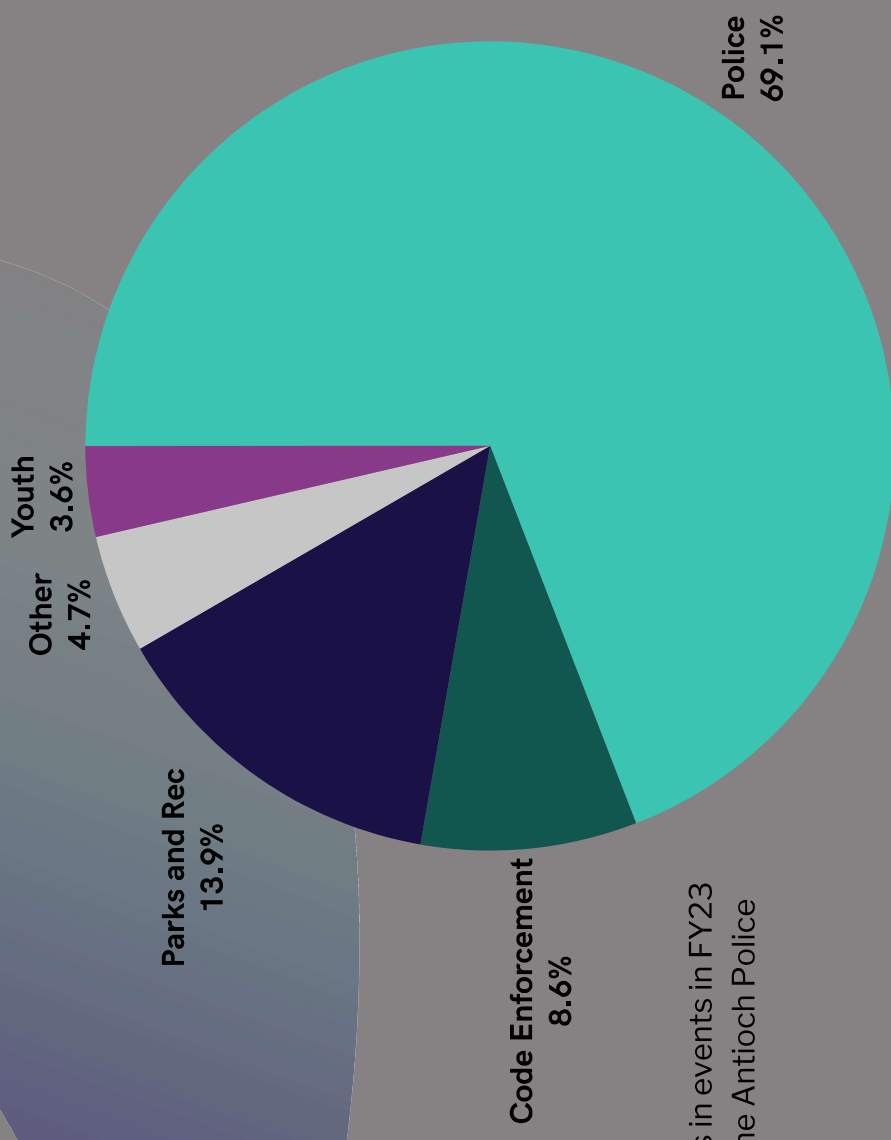
(f) Public Works allocation calculated as the General Fund cost of 1 Engineer, 1 Landscape Maintenance Worker, 4-person abatement crew and 1 Facility Maintenance Worker position. These positions were partially funded with other funds of the City.

(g) Human Resources allocation calculated as the cost of 1 Human Resources Technician position.

(h) Finance allocation calculated as the cost of 1 Accountant position.



# COMMITTEE OBSERVATIONS



- Youth Network Services had 400+ participants in events in FY23
- 69.12 % of Measure W funds are allocated to the Antioch Police Department. A decrease of 15% from 2022
- 11% increase for Parks and Rec from 2022
- Overall Revenue went down by 1%

**Other: Community Development Public Works Human Resources Finance: See prior slide**

Source for Intent: Measure W - Voter Information - <https://www.antiochca.gov/community/measure-w-voter-information>

**Numbers on the pie chart are rounded: Police = 69.12%, Youth = 3.62%, Other = 4.74%, Parks and Rec = 13.90%, Code Enforcement = 8.62%**

**CITY COUNCIL MEETING  
INCLUDING THE ANTIOCH CITY COUNCIL  
ACTING AS HOUSING SUCCESSOR  
TO THE ANTIOCH DEVELOPMENT AGENCY/  
ANTIOCH PUBLIC FINANCING AUTHORITY**

**Special/Regular Meeting  
7:00 P.M.**

**February 13, 2024  
Council Chambers**

**5:00 P.M. – SPECIAL MEETING**

Mayor Hernandez-Thorpe called the Special Meeting to order at 5:00 P.M., and Acting City Clerk Rosales called the roll.

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

**PLEDGE OF ALLEGIANCE**

Mayor Hernandez-Thorpe led the Pledge of Allegiance.

**WORK SESSION**

**SM-1. BROWN ACT TRAINING PRESENTATION**

City Attorney Smith introduced Outside Legal Counsel Christopher Diaz, who gave The Ralph M. Brown Act PowerPoint Presentation recommending the City Council receive the presentation.

In response to Leslie May, Outside Legal Counsel Diaz explained AB2449 as it related to the provisions for teleconferencing.

In response to Councilmember Ogorchock, Outside Legal Counsel Diaz also explained that if an item came back to the legislative body as a cure, they would follow the same voting rules. Additionally, he noted a JPA was a separate governmental agency and he advised JPA members to consult with City Attorney Smith prior to disclosing anything to Council. He confirmed that text messages and emails between members were subject to public record requests.

In response to Councilmember Torres-Walker, Outside Legal Counsel Diaz discussed laws governing disruptions during public comment.

Andrew Becker questioned if there was a cure for an instance in which a member of the public was denied access to a Councilmember.

Mayor Hernandez-Thorpe thanked Mr. Diaz for the presentation.

In response to Mayor Hernandez-Thorpe, Outside Legal Counsel Diaz explained what would constitute a threat to public services. He confirmed that Ad Hoc Committees did not need to conform to the Brown Act since they had limited durational jurisdiction; however, Standing Committees would need to comply.

Mayor Hernandez-Thorpe thanked Mr. Diaz for the training and thanked the Board and Commission members who were in attendance for Brown Act Training. He noted Council strived to follow the Brown Act.

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker, the City Council adjourned the Special Meeting at 6:10 P.M.

### **6:00 P.M. - CLOSED SESSION**

Mayor Hernandez-Thorpe called the Closed Session to order at 6:10 P.M., and Acting City Clerk Rosales called the roll.

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

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to California Government Code section 54956.9: Bullock v. City of Antioch, Superior Court of California Contra Costa County, Case No. MSC19-01331.
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Significant exposure to litigation pursuant to California Government Code section 54956.9(d)(2): One Case
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to California Government Code section 54956.9(d)(4): One Case.
4. **PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER**. This closed session is authorized pursuant to California Government Code section 54957(b).

**PUBLIC COMMENTS** – None

### **ADJOURN TO CLOSED SESSION**

Mayor Hernandez-Thorpe adjourned to Closed Session at 6:12 P.M.

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## **7:00 P.M. REGULAR MEETING**

Mayor Hernandez-Thorpe called the meeting to order at 7:12 P.M., and Acting City Clerk Rosales called the roll.

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

## **PLEDGE OF ALLEGIANCE**

Mayor Hernandez-Thorpe led the Pledge of Allegiance. He announced there had been a request for the Pan African Flag to be flown at City Hall; however, there was a delay in relaying that information to Council. Following discussion, Council consensus agreed to display Pan African Flag in Council Chambers this evening.

## **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**, direction given to City Attorney, **#2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**, direction given to City Attorney, **#3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**, no reportable action; and, **#4 PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER**, no reportable action.

**ON MOTION BY COUNCILMEMBER OGORCHOCK, SECONDED BY COUNCILMEMBER TORRES-WALKER, THE CITY COUNCIL MEMBERS PRESENT UNANIMOUSLY SUSPENDED THE RULES AND MOVED COUNCIL REGULAR AGENDA ITEM #5 TO BE HEARD AFTER ITEM #1 ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS.**

## **ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS – None**

### **1. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

Acting City Clerk Rosales announced the following Board and Commission openings.

- Board of Administrative Appeals
- Parks and Recreation Commission
- Sales Tax Citizens' Oversight Committee

For more information and to apply, applications were available in the lobby of City Hall or by visiting the City's website.

## COUNCIL REGULAR AGENDA

### 5. ANTIOCH POLICE OVERSIGHT COMMISSION APPOINTMENT FOR TWO COMMISSION MEMBERS FOR 1-YEAR TERMS, EXPIRING NOVEMBER 2024; TWO COMMISSION MEMBERS FOR 2-YEAR TERMS EXPIRING NOVEMBER 2025; AND THREE COMMISSION MEMBERS FOR 3-YEAR TERMS EXPIRING NOVEMBER 2026

Mayor Hernandez-Thorpe reported that Council had agreed the composition of the Antioch Police Oversight Commission (APOC) would consist of a representative from each district and three at-large individuals representing Antioch Unified School District (AUSD), and the business and faith-based communities. He reported each Councilmember participated in the interview process, which included a panel of other members of the community. He announced that they had been unsuccessful at fulfilling a representative from AUSD and the business community so the appointments for one-year terms would be filled until the next interview process when they would seek individuals to serve in that capacity. He announced a swearing-in ceremony for appointees would be held at 11:00 A.M. on February 14, 2024, at City Hall.

Mayor Hernandez-Thorpe nominated Alicia Dianne Lacey-Oha to the APOC for a one-year term, expiring November 2024 and Acting City Clerk Rosales read her biography.

A motion was made by Councilmember Ogorchock and seconded by Councilmember Torres-Walker to appoint Alicia Dianne Lacey-Oha to the Antioch Police Oversight Commission for a one-year term, expiring November 2024.

Mayor Hernandez-Thorpe opened the floor to public comment.

Ralph Hernandez, Antioch resident, stated he did not support moving forward with appointments to the Commission at this time.

Several speakers spoke in support of appointing Alicia Dianne Lacey-Oha to the APOC.

### **RESOLUTION NO. 2024/08**

A vote taken on the previous motion to adopt a resolution approving the Mayor's appointment of Alicia Dianne Lacey-Oha to the Antioch Police Oversight Commission for a one-year term, expiring November 2024 was unanimously approved by the Councilmembers present.

Mayor Hernandez-Thorpe nominated Devin Williams to the APOC for a one-year term, expiring November 2024 and Acting City Clerk Rosales read his biography.

Several speakers spoke in support of appointing Devin Williams to the APOC.

Ralph Hernandez stated he opposed appointments to this Commission until their duties were defined and expressed concern for previous comments appointees had made against the Antioch Police Department (APD).

Councilmember Ogorchock responded that she did not believe prospective appointees had a pre-disposed idea of making changes without hearing all the facts for each item. She stated she believed they would be open-minded, listen to the public and do the public's work just as Council did. She commented that she hoped, prayed, and believed that was how the Commission would act.

Mayor Hernandez-Thorpe thanked Councilmember Ogorchock for her comments. He noted while they did not always see eye-to-eye, it could not be said more beautifully in terms of the people they were putting forward.

**RESOLUTION NO. 2024/09**

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker, the City Council members present unanimously adopted a resolution approving the Mayor's appointment of Devin Williams to the Antioch Police Oversight Commission for a one-year term, expiring November 2024.

Mayor Hernandez-Thorpe nominated Porshe Taylor to the APOC for a two-year term, expiring November 2025 and Acting City Clerk Rosales read her biography.

Several speakers spoke in support of the appointment of Porshe Taylor to the APOC.

**RESOLUTION NO. 2024/10**

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker, the City Council members present unanimously adopted a resolution approving the Mayor's appointment of Porshe Taylor to the Antioch Police Oversight Commission for a two-year term, expiring November 2025.

Mayor Hernandez-Thorpe nominated Leslie May to the APOC for a two-year term, expiring November 2025 and Acting City Clerk Rosales read her biography.

Councilmember Torres-Walker reported this recommendation was made by youth who supported Ms. May because of her background in mental health.

Several speakers spoke in support of Leslie May's appointment to the APOC.

**RESOLUTION NO. 2024/11**

On motion by Councilmember Torres-Walker, seconded by Councilmember Ogorchock, the City Council members present unanimously adopted a resolution approving the Mayor's appointment of Leslie May to the Antioch Police Oversight Commission for a two-year term, expiring November 2025.

Mayor Hernandez-Thorpe nominated Mahogany Spears to the APOC for a three-year term, expiring November 2026 and Acting City Clerk Rosales read her biography.

Councilmember Ogorchock reported this recommendation was made by young adults and youth who served on the interview panel and supported the appointment of Ms. Spears because of her professional experience.

**RESOLUTION NO. 2024/12**

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker, the City Council members present unanimously adopted a resolution approving the Mayor's appointment of Mahogany Spears to the Antioch Police Oversight Commission for a three-year term, expiring November 2026.

Mayor Hernandez-Thorpe nominated Treva Hadden to the APOC for a three-year term, expiring November 2026 and Acting City Clerk Rosales read her biography.

A speaker spoke in support of appointing Treva Hadden's to the APOC.

**RESOLUTION NO. 2024/13**

On motion by Councilmember Torres-Walker, seconded by Councilmember Ogorchock, the City Council members present unanimously adopted a resolution approving the Mayor's appointment of Treva Hadden to the Antioch Police Oversight Commission for a three-year term, expiring November 2026.

Mayor Hernandez-Thorpe nominated Harry Thurston to the APOC for a three-year term, expiring November 2026 and Acting City Clerk Rosales read his biography.

A speaker spoke in support of appointing Harry Thurston to the APOC.

**RESOLUTION NO. 2024/14**

On motion by Councilmember Torres-Walker, seconded by Councilmember Ogorchock, the City Council members present unanimously adopted a resolution approving the Mayor's appointment of Harry Thurston to the Antioch Police Oversight Commission for a three-year term, expiring November 2026.

Councilmember Torres-Walker expressed her appreciation to those who applied and the interview panel who selected candidates. She discussed the importance of accountability and transparency for the APD. She suggested the City consider hiring a Diversity and Equity Officer. Mayor Hernandez-Thorpe congratulated residents on the successful creation of the APOC and expressed his appreciation for those who had advocated for change. He noted this was an important step for rebuilding public safety in Antioch. He reiterated that the swearing-in ceremony for appointees would be held tomorrow at 11:00 A.M. at City Hall.

Assistant City Clerk Garcia administered the Oath of Office to Alicia Dianne Lacey-Oha, Devin Williams, Porshe Taylor, Leslie May, Mahogany Spears, Treva Hadden and Harry Thurston.

### **PUBLIC COMMENTS**

Due to the amount of speaker requests, Mayor Thorpe reduced speaker times to two-minutes.

Sara Blanco, Frank Sterling, Brendon O'laskey, Rising Juntos, Hadi Ghaus, Antioch resident, Omair Alam, Ahmad, Antioch resident, Dr. Shaikh, Mushda Farez, Contra Costa & Palestine and Leslie May requested Council agendize a resolution in support of a ceasefire in Gaza.

Rocheall Pierre, Rising Juntos and Monument Impact, requested Council agendize a Just Case for Eviction Ordinance.

Judith Ortiz, Monument Impact, requested Council agendize a Just Cause for Eviction Ordinance and a resolution in support of a ceasefire in Gaza.

Hilda Poulson, Alameda for Cease Fire, Fransisco Torres, Reimagine Antioch and Teki Flow congratulated the City on the formation of the APOC. They requested Council agendize a resolution in support of a ceasefire in Gaza.

Erika Raulston congratulated the City on the formation of the APOC. She requested Council agendize a Just Cause for Eviction Ordinance.

Ralph Hernandez, Antioch resident, commended Mayor Hernandez-Thorpe for changing his name to include his parents' last name and discussed cultural traditions of the Hispanic Latino community.

Al Dargma spoke in support of utilizing tax dollars to benefit American citizens. He requested Council agendize a resolution in support of a ceasefire in Gaza.

Eddie Gums, Archie Brumfield, Necole Arrington, ACCE Antioch, Kamilah Miller, ACCE and Tachina Garrett ACCE, discussed historical events in honor of Black History Month.

Daniel Solorio discussed the fiscal impact of Antioch Unified School Bond Measure B.



Devin Williams discussed historical events in honor of Black History Month and spoke in support of the people in Palestine.

Melissa Case wished everyone a Happy Black History Month and spoke in support of the formation of the APOC. She commented on the delay in bringing police body cameras to APD. Mayor Hernandez-Thorpe responded that the body camera agenda item included tasers which the majority of Council had opposed.

Cassandra Quinto Collins thanked Mayor Hernandez-Thorpe for visiting her after her son's death and the City Council for passing police reform policies.

An unidentified speaker discussed his efforts to bring affordable housing units to Antioch. He urged Council and staff to be part of the process.

An unidentified speaker invited the public to visit her social media and discussed past threats against community members. She requested Council agendaize a Just Cause for Evictions Ordinance, a resolution in support of a ceasefire in Gaza and invest in public safety/community resources.

## **CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS**

Councilmember Torres-Walker reported on her attendance at a Human Rights and Racial Equity Ad Hoc Committee meeting.

Councilmember Ogorchock reported on her attendance at a Human Rights and Racial Equity Ad Hoc Committee meeting and a Mayor and Councilmember Conference. She discussed the financial implications of the California Business Roundtable.

## **MAYOR'S COMMENTS**

Mayor Hernandez-Thorpe announced he would be attending a Tri Delta Transit meeting later this month. He reported the CCTA committee met, and he was appointed to the Contra Costa Transportation Ad Hoc Committee to develop a new transportation plan for Contra Costa County. He announced he was hosting a Black History Closing Celebration and Key to the City event honoring local civil rights leaders at 6:30 P.M. on February 29, 2024, at Delta Bay Community Church.

- 2. CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency/Antioch Public Financing Authority**
  - A. APPROVAL OF COUNCIL MEETING MINUTES FOR JANUARY 23, 2024**
  - B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR JANUARY 30, 2024**

- C. APPROVAL OF COUNCIL WARRANTS
- D. APPROVAL OF HOUSING SUCCESSOR WARRANTS
- E. REJECTION OF CLAIMS: MICHAEL J. CLARK AND SUSAN SHINTAKU
- F. CITY OF ANTIOCH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023
- G. ANTIOCH PUBLIC FINANCING AUTHORITY – BASIC FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR’S REPORT FOR THE YEAR ENDED JUNE 30, 2023
- H. RESOLUTION NO. 2024/15 CONSIDERATION OF BIDS FOR THE CURB, GUTTER, AND SIDEWALK REPAIR INCLUDING TREE REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE CURB RAMPS AT MISCELLANEOUS LOCATIONS (2024) (P.W. 507-20)
- I. RESOLUTION NO. 2024/16 FIRST AMENDMENT TO THE AGREEMENT WITH PROFESSIONAL TREE CARE CO. FOR ON CALL TREE TRIMMING SERVICES
- J. APPROVAL OF EXTRA STREET SWEEPING SERVICES FROM SWEEPING CORPORATION OF AMERICA UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 062421-SWP
- K. RESOLUTION NO. 2024/18 FIRST AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH W.R FORDE ASSOCIATES, INC. FOR THE WATER MAIN REPLACEMENT AT VARIOUS LOCATIONS (P.W. 503-19)
- L. RESOLUTION NO. 2024/19 ACCEPTING COMPLETED IMPROVEMENTS, AUTHORIZING FILING A NOTICE OF COMPLETION AND AUTHORIZING RELEASE OF BONDS FOR PROMENADE PHASES 1, 2 AND 3 – VINEYARDS AT SAND CREEK SUBDIVISION, TRACT NO. 9484, 9483, AND 9482 (PW 697-1, 697-2, AND 697-3)
- M. RESOLUTION NO. 2024/20 APPROVAL OF AWARDS FOR THE 2023-2024 CIVIC ENHANCEMENT GRANT PROGRAM

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker, the City Council members present unanimously approved the Council Consent Calendar with the exception of Items I, J and M, which were removed for further discussion.

**Item I** – An unidentified speaker expressed concern for costs associated with the tree trimming service.

Acting Director of Public Works/City Engineer Buenting explained that the project went out to bid and the proposal from The Professional Tree Care Company was appropriate. He noted additional work needed to be addressed and this was the lowest responsible bidder.

On motion by Councilmember Ogorchock, seconded by Mayor Hernandez-Thorpe, the City Council members present unanimously approved Item I.

**Item J** – Councilmember Ogorchock stated she did not support extra street sweeping services and would not vote to approve it this evening.

A motion was made by Councilmember Torres-Walker, seconded by Mayor Hernandez-Thorpe to postpone Item J.

Speakers spoke in support of Item J.

In response to Councilmember Ogorchock, Councilmember Torres-Walker explained that this proposal had been scaled down and it would improve street conditions and pedestrian safety within Districts 1 and 2, currently underserved and underrepresented.

Councilmember Ogorchock stated given the information provided, she would be willing to support extra street sweeping services.

A vote taken on the previous motion to postpone Item J was unanimously approved by the Councilmembers present.

**Item M** – Acting Assistant City Manager Helfenberger announced the Rotary Club of the Delta was inadvertently left off the list. He requested Council include a grant in the amount of \$1,000.00 so they could provide home repairs for the elderly.

A motion was made by Councilmember Ogorchock, seconded by Councilmember Torres-Walker, to approve Item M with the addition of a \$1,000.00 grant for the Rotary Club of the Delta.

An anonymous speaker spoke in support of funding all the Civic Enhancement Grants.

Mayor Hernandez-Thorpe explained that this item started as a pilot program and supported increasing grants in the future. He noted there were other grant opportunities in Antioch.

A vote taken on the previous motion to approve Item M with the addition of a \$1,000.00 grant for the Rotary Club of the Delta was unanimously approved by Councilmembers present.

## **PUBLIC HEARING**

**3. PG&E SERVICE CENTER (PD-21-05, UP-21-14, DR2023-0022)**

Acting Planning Manager Merideth presented the staff report dated February 13, 2024, recommending the City Council take the following actions: 1) Adopt the resolution approving the PG&E Service Center Project Initial Study/Mitigated Negative Declaration (IS/MND), Response to Comments, and Mitigation Monitoring and Reporting Program (MMRP). 2) Introduce by title only and waive the further reading of the ordinance rezoning the project site to Planned Development (PD). 3) Adopt the resolution approving a Final Development Plan, Use Permit, and Design Review.

Mayor Hernandez-Thorpe opened the public hearing.

Brett Badelle, Local Government Affairs Representative / PG&E, introduced himself and stated they would incorporate the feedback received for this project from the Planning Commission. He introduced Richard Price, Principal / DGA who presented the PowerPoint presentation of the PG&E Antioch Service Center Development Plan, Use Permit and Design Review.

A speaker encouraged PG&E to secure their site across the street and suggested they consider investing in a service center as well as warming and cooling centers.

Laura Kindsvater, Antioch resident, requested PG&E consider increasing native keystone species in their landscape plans.

Alexander Broom spoke in support of increasing native plant species, securing their neighboring parcel and increasing solar capacity.

Mr. Badelle stated he appreciated the feedback and noted PG&E was committed to the community.

Mayor Hernandez-Thorpe closed the public hearing.

Councilmember Torres-Walker requested a list of the native plant species. She discussed the importance of community engagement for corporations.

In response to Councilmember Torres-Walker, Mr. Badelle reported they were working internally to secure the site across the street. He stated he would follow up offline to make sure this matter was addressed properly. He offered to provide Council with his contact information.

Acting Director of Community Development Scudero confirmed that representatives from PG&E had reached out to Code Enforcement regarding how to better secure the site across the street.

Councilmember Ogorchock spoke in support of the project and recognized PG&E for their local hire practice. She suggested keystone native plants make up 75 percent of the landscape plan and requested PG&E consider adding more solar panels.

Mr. Price confirmed that there would be additional solar and solar ready areas.

Mayor Hernandez-Thorpe stated the project was promising and requested PG&E secure the property across the street.

Councilmember Ogorchock also requested PG&E consider adding a service center.

**RESOLUTION NO. 2024/21**

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker, the City Council members present unanimously adopted the resolution approving the PG&E Service Center Project Initial Study/Mitigated Negative Declaration (IS/MND), Response to Comments, and Mitigation Monitoring and Reporting Program (MMRP).

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker, the City Council members present unanimously introduced by title only and waive the further reading of the ordinance rezoning the project site to Planned Development (PD).

In response to Mayor Hernandez-Thorpe, Mr. Price provided a timeline for the project.

**RESOLUTION NO. 2024/22**

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker, the City Council members present unanimously adopted the resolution approving a Final Development Plan, Use Permit, and Design Review.

**4. ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH, CALIFORNIA, ADDING CHAPTER 4 TO TITLE 4 (PUBLIC SAFETY) OF THE ANTIOCH MUNICIPAL CODE RELATING TO ORGANIZING OR ADVERTISING STREET RACING, SIDESHOWS, AND RECKLESS DRIVING EXHIBITIONS**

Mayor Hernandez-Thorpe requested a motion to postpone Item #4.

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker, the City Council members present unanimously postponed Public Hearing Item #4.

**COUNCIL REGULAR AGENDA – Continued**

**6. BUDGET REQUESTS CONTINUED FROM NOVEMBER 28, 2023**

Mayor Hernandez-Thorpe requested a motion to postpone Item #6.

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker, the City Council members present unanimously postponed Council Regular Agenda Item #6.

## **PUBLIC COMMENT**

Frank Sterling invited the City Council to attend a Beyond Borders event at 2:00 P.M. on February 18, 2024, at Adams Middle School in Brentwood.

## **STAFF COMMUNICATIONS**

Acting City Manager Reed reported on his attendance alongside Acting Assistant City Manager Helfenberger at the Cal Cities City Manager Conference.

## **COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS**

Councilmember Torres-Walker has requested several items to be included on a future agenda: Resolution to Support a Ceasefire, Just Cause for Evictions Ordinance, Consideration of Hiring a Diversity, Equity and Inclusion Officer as well as a Health and Safety Analyst or Coordinator.

Mayor Hernandez-Thorpe thanked the public for their participation in the meeting.

## **ADJOURNMENT**

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker, the City Council members present unanimously adjourned the meeting at 10:59 P.M.

Respectfully submitted:

Kitty Eiden  
KITTY EIDEN, Minutes Clerk





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of March 12, 2024

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

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

**SUBJECT:** City Council Meeting Minutes of February 27, 2024

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of February 27, 2024.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
FEBRUARY 16 - 29 , 2024  
FUND/CHECK#

**100 General Fund**

**Non departmental**

00411343	CONTRA COSTA COUNTY	PROCESSING FEE	50.00
00411344	CONTRA COSTA COUNTY	FISH AND WILDLIFE FEE	2,916.75
00411352	DIAMOND HILLS SPORT CLUB	PAYROLL	80.00
00411353	DIOSO, MARC	PAYMENT REFUND	4.00
00411368	IN SHAPE HEALTH CLUBS	PAYROLL	368.99
00411377	LIFE INSURANCE COMPANY OF NA	PAYROLL	4,842.98
00411382	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,314.93
00411383	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,128.55
00411389	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	4,692.00
00411392	PARS	PAYROLL	5,865.15
00411401	STATE OF CALIFORNIA	PAYROLL	120.00
00411411	AFLAC	INSURANCE PREMIUM	6,594.50
00411466	HORNE	UNAPPLIED PAYMENT REFUND	172.44
00411506	RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	11,653.50
00947559	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL	660.00
00947560	ANTIOCH POLICE OFFICERS ASSOCIATION	PAYROLL	20,709.18
00947561	ANTIOCH PW EMPLOYEE'S ASSOC	PAYROLL	2,345.00
00947569	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	44,360.44
00947576	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	29,560.55

**City Council**

00411388	OGORCHOCK, LORI ANN	EXPENSE REIMBURSEMENT	41.23
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**City Attorney**

00411319	ATKINSON ANDELSON LOYA RUUD & ROMO	LEGAL SERVICES RENDERED	31,830.00
00411326	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	33.70
00411329	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	13,511.68
00411334	BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES RENDERED	20,619.00
00411336	CANON FINANCIAL SERVICES	COPIER LEASE	79.04
00411361	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	40,782.00
00411380	MEYERS NAVE	LEGAL SERVICES RENDERED	45,782.76
00411426	BERTRAND FOX ELLIOT OSMAN & WENZEL	LEGAL SERVICES RENDERED	1,837.50
00411427	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	5,924.36
00411432	BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES RENDERED	9,419.34
00411465	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	7,908.00
00411473	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	5,376.00
00411482	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES RENDERED	2,085.50
00411493	MEYERS NAVE	LEGAL SERVICES RENDERED	4,976.64
00411518	SHRED IT INC	SHREDDING SERVICES	111.61
00411529	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	3,098.50

**City Manager**

00411320	BAKER TILLY US LLP	PROFESSIONAL SERVICES	900.00
00411336	CANON FINANCIAL SERVICES	COPIER LEASE	79.06
00411376	LEAGUE OF CALIF CITIES	MEMBERSHIP DUES	400.00
00411444	CONTRA COSTA COUNTY LIBRARY	EQUIPMENT	5,744.65

**City Clerk**

00411359	GARCIA, CHRISTINA L	EXPENSE REIMBURSEMENT	1,353.87
00411386	NEXTREQUEST CO	SOFTWARE	13,978.32



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
FEBRUARY 16 - 29 , 2024  
FUND/CHECK#

00411404	TOTAL RECALL CAPTIONING	CAPTIONING SERVICES	833.75
00411410	ACCONTEMPS	TEMP SERVICES	1,498.56
00411457	EIDEN, KITTY J	MINUTES CLERK	1,575.00
00411463	GOMEZ, CARLOS PALACIOS	REFUND CITY CLERK APPEAL FEE	50.00
00411518	SHRED IT INC	SHREDDING SERVICES	55.80
00947578	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	484.03
<b>Human Resources</b>			
00411435	CANON FINANCIAL SERVICES	COPIER LEASE	278.43
00411470	IEDA INC	PROFESSIONAL SERVICES	5,637.32
00411518	SHRED IT INC	SHREDDING SERVICES	111.61
<b>Economic Development</b>			
00411336	CANON FINANCIAL SERVICES	COPIER LEASE	79.04
00411423	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	109.69
<b>Finance Accounting</b>			
00411387	OFFICE DEPOT INC	OFFICE SUPPLIES	33.38
00411518	SHRED IT INC	SHREDDING SERVICES	55.81
00947573	SUPERION LLC	INTELLITIME	98,098.85
<b>Non Departmental</b>			
00411326	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	599.63
00411341	CONTRA COSTA COUNTY	TAXES	285,924.02
00411353	DIOSO, MARC	PAYMENT REFUND	285.00
00411356	EIDEN, KITTY J	MINUTES CLERK	112.50
00411384	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	106,144.20
00411433	CALIFORNIA SAFES	PROFESSIONAL SERVICES	1,175.00
00947558	ALLIANT INSURANCE SERVICES	DAMAGE RENEWAL PREMIUM	5,197.00
00947562	AVENU	STARS SERVICE	1,102.50
<b>Public Works Administration</b>			
00411387	OFFICE DEPOT INC	OFFICE SUPPLIES	32.91
<b>Public Works Street Maintenance</b>			
00411313	AMS DOT NET INC	WIFI EXPANSION	530.97
00411387	OFFICE DEPOT INC	OFFICE SUPPLIES	284.31
00411398	SHARJO LLC	PROFESSIONAL SERVICES	615.70
00411459	FASTENAL CO	INDUSTRIAL SUPPLIES	634.63
00411471	INTERSTATE SALES	SIGN POLES	4,150.20
00411488	MANERI SIGN COMPANY	STREET SIGNS	3,317.39
00411516	SHARJO LLC	PROFESSIONAL SERVICES	1,603.75
00411517	SHERWIN WILLIAMS CO	PAINT SUPPLIES	75.00
00947566	GRAINGER INC	EQUIPMENT	382.37
00947579	BIG SKY ENVIRONMENTAL SOLUTIONS	WASTE OIL PICK UP	190.00
<b>Public Works-Signal/Street Lights</b>			
00411402	STATE OF CALIFORNIA	TRAFFIC SIGNAL MAINTENANCE	5,649.20
<b>Public Works-Facilities Maintenance</b>			
00411313	AMS DOT NET INC	WIFI EXPANSION	530.97
00411387	OFFICE DEPOT INC	OFFICE SUPPLIES	87.68
00411411	AFLAC	INSURANCE PREMIUM	131.95
00411415	AMERICAN PLUMBING INC	PLUMBING SERVICES	795.00
00411419	ARCEO EPOXY CONCRETE COATINGS INC	PROFESSIONAL SERVICES	4,950.00
00411485	LUMA BUILDERS	PAINTING SERVICES	1,780.15



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
FEBRUARY 16 - 29 , 2024  
FUND/CHECK#

00411486	M AND L OVERHEAD DOORS	DOOR REPAIR	427.61
<b>Public Works-Parks Maint</b>			
00411313	AMS DOT NET INC	WIFI EXPANSION	530.98
00411364	HAWTHORN VENTURES LLC	SAFETY SHOES	300.00
00411418	ANTIOCH ACE HARDWARE	SUPPLIES	74.04
00411508	ROBINS LOCK AND KEY	LOCK REPAIR	195.00
00411530	TERRACARE ASSOCIATES	PARK MAINTENANCE	111,236.25
00411532	TPH SUPPLY CORP	BATHROOM PARTITIONS	5,721.34
<b>Public Works-Median/General Land</b>			
00411530	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	8,881.36
00411539	WATERSAVERS IRRIGATION	IRRIGATION PARTS	320.74
00947583	SITEONE LANDSCAPE SUPPLY HOLDING	PARTS	2,073.68
<b>Police Administration</b>			
00411318	ARROWHEAD 24 HOUR TOWING INC	EVIDENCE STORAGE	4,581.25
00411322	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,175.29
00411323	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	7,981.62
00411324	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	7,060.00
00411339	CODE 3 WEAR PUBLIC SAFETY OUTFITTERS	UNIFORMS	10,716.81
00411340	COLLEY, JAMES M	TRAINING PER DIEM	370.00
00411347	CRIME SCENE CLEANERS INC	CLEANING SERVICES	130.00
00411366	HUNT AND SONS INC	FUEL	457.51
00411375	LASSAS, BRENDAN MICHAEL	TRAINING PER DIEM	370.00
00411387	OFFICE DEPOT INC	OFFICE SUPPLIES	4,024.03
00411396	SAFESTORE INC	EVIDENCE STORAGE	4,211.15
00411399	SHRED IT INC	SHREDDING SERVICES	138.51
00411408	WHITAKER II, WILLIAM	GAS REIMBURSEMENT	108.84
00411413	ALL PRO PRINTING SOLUTIONS	PD ENVELOPES	3,663.46
00411416	AMERICAN RIVER COLLEGE	TRAINING FEES	188.00
00411417	AMERICAN TROPHIES AWARDS	MAILBOX TAGS	7.13
00411420	ARROWHEAD 24 HOUR TOWING INC	EVIDENCE STORAGE	4,348.50
00411425	BARNETT MEDICAL SERVICES INC	DISPOSAL SERVICES	182.00
00411439	CLONINGER, NAHLEEN R	MEAL REIMBURSEMENT	39.00
00411441	CODE 3 WEAR PUBLIC SAFETY OUTFITTERS	UNIFORMS	639.58
00411443	CONTRA COSTA COUNTY	RADIO SERVICES	148.00
00411447	CORE PSYCHOLOGICAL CORPORATION	PROFESSIONAL SERVICES	500.00
00411448	CRYSTAL CLEAR LOGOS INC	SAFETY CLOTHING	121.12
00411449	CYNTHIA MARIE KIRBY	POLYGRAPH SERVICES	11,800.00
00411461	GALLS LLC	EQUIPMENT	177.79
00411464	GRAGG, RANDALL ANDREW	TRAINING PER DIEM	740.00
00411478	KNOX INVESTIGATIONS	BACKGROUND SERVICES	225.00
00411499	NIEVES, DIANE GUADALUPE	TRAINING PER DIEM	207.00
00411500	OFFICE DEPOT INC	OFFICE SUPPLIES	176.69
00411507	REACH PROJECT INC	PROFESSIONAL SERVICES	17,083.00
00411523	STATE OF CALIFORNIA	FINGERPRINTING SERVICES	494.00
00411526	SUN RIDGE SYSTEMS INC	TRAINING FEES	50.00
00411527	T JUNG INVESTIGATIONS	BACKGROUND	2,046.90
00411533	TRANSUNION RISK & ALTERNATIVE DATA	DATABASE SUBSCRIPTION	130.00
00411536	VERIZON WIRELESS	POLICE CAR MODEMS	3,048.88



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
FEBRUARY 16 - 29 , 2024  
FUND/CHECK#

00947563	CHAPLIN AND HILL INVESTIGATIVE	INVESTIGATIVE SERVICES	8,286.97
00947574	UBEO BUSINESS SERVICES	COPIER USAGE	1,031.48
<b>Police Prisoner Custody</b>			
00411324	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	268.61
<b>Police Community Policing</b>			
00411324	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	655.00
00411349	D TAC K9 LLC	K9 TRAINING SERVICES	475.00
00411366	HUNT AND SONS INC	FUEL	441.78
00411373	RETIREE	ADVANCED DISABILITY PENSION	5,466.50
00411400	SP PLUS CORPORATION	PARKING SERVICES	21,422.10
00411452	RETIREE	ADVANCED DISABILITY PENSION	8,984.50
00411467	RETIREE	ADVANCED DISABILITY PENSION	5,685.00
00411469	HUNT AND SONS INC	FUEL	506.80
00411475	RETIREE	ADVANCED DISABILITY PENSION	5,206.00
00411477	RETIREE	ADVANCED DISABILITY PENSION	5,466.50
00411479	RETIREE	ADVANCED DISABILITY PENSION	5,466.50
00411487	RETIREE	ADVANCED DISABILITY PENSION	5,466.50
00411531	RETIREE	ADVANCED DISABILITY PENSION	5,685.00
<b>Police Traffic Division</b>			
00411374	LASER TECHNOLOGY INC	PARTS	4,914.55
<b>Police Investigations</b>			
00411345	CONTRA COSTA COUNTY	TESTING SERVICES	14,963.40
00411412	ALHAMBRA	WATER SERVICE	121.41
00411422	AT AND T MCI	PHONES	170.00
00411434	CALLYO 2009 CORP	DIGITAL EVIDENCE	4,584.00
00411484	LOS ANGELES CO AUDITOR CONTROLLER	EVIDENCE	1,031.00
00411490	RETIREE	ADVANCED DISABILITY PENSION	5,466.50
00411513	SALVAGEDATA RECOVERY LLC	DATA RECOVERY	986.00
00411514	SEROLOGICAL RESEARCH INSTITUTE	FORENSIC SERVICES	4,300.00
00411528	T MOBILE USA INC	FORENSIC CELL PHONE	225.00
<b>PD Special Investigations Unit</b>			
00411354	EAN SERVICES LLC	VEHICLE RENTAL.S	6,544.00
00411492	RETIREE	ADVANCED DISABILITY PENSION	5,685.00
<b>Police Communications</b>			
00411313	AMS DOT NET INC	RMS SYSTEM	52,471.26
00411421	AT AND T	PHONES	62.43
00411462	GLOBALSTAR USA	SATELLITE PHONE	266.84
00411497	NET TRANSCRIPTS	TRANSCRIPT SERVICES	129.72
00411504	PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	78.00
<b>Police Facilities Maintenance</b>			
00411415	AMERICAN PLUMBING INC	PLUMBING REPAIR	175.00
00411453	DREAM RIDE ELEVATOR	ELEVATOR SERVICE	320.00
<b>P &amp; R Administration</b>			
00411328	BAY AREA SAFETY LLC	SAFETY EQUIPMENT	4,243.69
00411355	ECS PACIFIC INC	PROFESSIONAL SERVICES	11,900.00
<b>Youth Network Services</b>			
00411391	PARENTS CONNECTED	PROFESSIONAL SERVICES	4,000.00
00411423	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,788.84



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
FEBRUARY 16 - 29 , 2024  
FUND/CHECK#

00411424	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	344.50
00411511	RR TRANSITIONAL HOUSING	TUTORING SERVICES	3,386.00
<b>Housing and Homelessness</b>			
00411357	FOCUS STRATEGIES	PROFESSIONAL SERVICES	1,093.75
00411424	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	35.00
00411456	ECONOMY INN	PROFESSIONAL SERVICES	600.00
00411515	SHARE COMMUNITY	PROFESSIONAL SERVICES	1,906.89
<b>PSCR Administration</b>			
00411335	CANON FINANCIAL SERVICES	COPIER LEASE	204.13
00411423	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	710.95
00411424	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	5,388.51
<b>Community Development Land Planning Services</b>			
00411356	EIDEN, KITTY J	PROFESSIONAL SERVICES	325.00
00411506	RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	701.75
00947578	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	982.61
<b>CD Code Enforcement</b>			
00411342	CONTRA COSTA COUNTY	RECORDING FEES	91.00
00411463	GOMEZ, CARLOS PALACIOS	PAYMENT REFUND	440.00
<b>PW Engineer Land Development</b>			
00411364	HAWTHORN VENTURES LLC	UNIFORMS	258.02
00411440	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	25,730.00
<b>206 American Rescue Plan Fund</b>			
<b>Non Departmental</b>			
00411316	ANTIOCH MEDICAL SUPPLY	ARPA SMALL BUSINESS GRANT	10,000.00
00411327	BAY AREA COMMUNITY SERVICES INC	PROFESSIONAL SERVICES	159,830.07
00411350	DELTA FAIR CLEANERS, INC	ARPA SMALL BUSINESS GRANT	10,000.00
00411378	LITTLE MANUELS RESTAURANT	ARPA SMALL BUSINESS GRANT	15,000.00
00411512	RUDRAM LLC	BRIDGE HOUSING SERVICES	97,333.33
<b>209 RMRA Fund</b>			
<b>Streets</b>			
00411331	BKF ENGINEERS INC	PROFESSIONAL SERVICES	5,672.50
<b>212 CDBG Fund</b>			
<b>CDBG</b>			
00411379	MEALS ON WHEELS	CDBG SERVICES	5,000.46
00411495	MONUMENT IMPACT	CDBG SERVICES	7,211.46
<b>214 Animal Services Fund</b>			
<b>Animal Services</b>			
00411323	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	895.25
00411371	KOEFRAN SERVICES INC	CREMATION SERVICES	175.00
00411385	MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	1,618.69
00411387	OFFICE DEPOT INC	OFFICE SUPPLIES	224.28
00411455	EAST HILLS VETERINARY HOSPITAL	VETERINARY SUPPLIES	1,087.80
00411540	WESTERN SCIENTIFIC CO INC	VETERINARY SUPPLIES	533.36
<b>216 Park-In-Lieu Fund</b>			
<b>Parks &amp; Open Space</b>			
00411510	ROYSTON HANAMOTO ALLEY AND ABEY	PROFESSIONAL SERVICES	19,332.50
<b>219 Recreation Fund</b>			
<b>Non departmental</b>			





CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
FEBRUARY 16 - 29 , 2024  
FUND/CHECK#

00411505	PROVOST, TRYMICA	DEPOSIT REFUND	500.00
<b>Nick Rodriguez Community Cent</b>			
00411311	AAA FIRE PROTECTION SVCS	PROFESSIONAL SERVICES	1,365.73
00411486	M AND L OVERHEAD DOORS	DOOR REPLACEMENT	2,424.07
00411508	ROBINS LOCK AND KEY	LOCK REPAIR	659.75
<b>Senior Programs</b>			
00411330	BIG SKY LOGOS AND EMBROIDERY	UNIFORMS	1,851.99
<b>Recreation Sports Programs</b>			
00411450	DAVIS, WAYNE	PROFESSIONAL SERVICES	1,590.00
<b>Recreation-Comm Center</b>			
00411372	KOVALICK, LUANNE	CONTRACTOR PAYMENT	655.20
00411381	MUIR, ROXANNE	CONTRACTOR PAYMENT	864.00
00411387	OFFICE DEPOT INC	OFFICE SUPPLIES	148.62
00411409	AAA FIRE PROTECTION SVCS	CLEANING SERVICES	1,462.68
00411431	BRADY INDUSTRIES	JANITORIAL SUPPLIES	130.87
00411480	KRISTIES TWISTED CREATIONS	PROFESSIONAL SERVICES	720.00
00411489	MANUEL A MINZER	PROFESSIONAL SERVICES	336.00
00411491	MCCAULEY AGRICULTURAL & PEST	PEST CONTROL SERVICES	100.00
00411509	RON HARRISON	PLUMBING SERVICES	630.00
00947568	LSA ASSOCIATES INC	PROFESSIONAL SERVICES	1,763.00
<b>Recreation Water Park</b>			
00411321	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,046.17
00411414	ALTA FENCE	PROFESSIONAL SERVICES	946.00
<b>222 Measure C/J Fund</b>			
<b>Streets</b>			
00411451	DEVIL MOUNTAIN NURSERY LLC	LANDSCAPE MAINTENANCE	8,261.54
00411530	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	7,365.90
<b>226 Solid Waste Reduction Fund</b>			
<b>Solid Waste</b>			
00411424	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	131.19
<b>229 Pollution Elimination Fund</b>			
<b>Channel Maintenance Operation</b>			
00411312	ALTA FENCE	FENCE REPAIR	84.00
00411351	DEPT OF FISH AND GAME	PERMIT FEES	1,479.00
<b>251 Lone Tree SLLMD Fund</b>			
<b>Lonetree Maintenance Zone 1</b>			
00411530	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	5,100.75
<b>Lonetree Maintenance Zone 2</b>			
00411530	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	10,681.11
<b>Lonetree Maintenance Zone 3</b>			
00411530	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	9,162.86
<b>Lonetree Maintenance Zone 4</b>			
00411530	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,723.82
<b>252 Downtown SLLMD Fund</b>			
<b>Downtown Maintenance</b>			
00411530	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	1,462.39
<b>253 Almondridge SLLMD Fund</b>			
<b>Almondridge Maintenance</b>			



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
FEBRUARY 16 - 29 , 2024  
FUND/CHECK#

00411530	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,363.29
<b>254</b>	<b>Hillcrest SLLMD Fund</b>		
	<b>Hillcrest Maintenance Zone 1</b>		
00411530	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	8,548.74
	<b>Hillcrest Maintenance Zone 2</b>		
00411530	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	8,678.90
00947578	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	483.06
	<b>Hillcrest Maintenance Zone 4</b>		
00411530	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	9,044.69
<b>255</b>	<b>Park 1A Maintenance District Fund</b>		
	<b>Park 1A Maintenance District</b>		
00411530	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	1,888.07
<b>256</b>	<b>Citywide 2A Maintenance District Fund</b>		
	<b>Citywide 2A Maintenance Zone 3</b>		
00411530	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	1,474.41
	<b>Citywide 2A Maintenance Zone 4</b>		
00411530	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	5,152.26
	<b>Citywide 2A Maintenance Zone 5</b>		
00411530	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,381.42
	<b>Citywide 2A Maintenance Zone 6</b>		
00411530	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,696.69
	<b>Citywide 2A Maintenance Zone 8</b>		
00411530	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	4,108.26
	<b>Citywide 2A Maintenance Zone 9</b>		
00411530	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	5,494.96
	<b>Citywide 2A Maintenance Zone10</b>		
00411530	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,581.23
<b>257</b>	<b>SLLMD Administration Fund</b>		
	<b>SLLMD Administration</b>		
00411313	AMS DOT NET INC	WIFI EXPANSION	530.97
00411418	ANTIOCH ACE HARDWARE	SUPPLIES	60.92
00411530	TERRACARE ASSOCIATES	TURF MOWING	453.70
<b>259</b>	<b>East Lone Tree SLLMD Fund</b>		
	<b>Zone 1-District 10</b>		
00411530	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	3,357.92
<b>311</b>	<b>Capital Improvement Fund</b>		
	<b>Non departmental</b>		
	<b>Public Buildings &amp; Facilities</b>		
00411333	BUILD FORCES INC.	PROGRESS PAYMENT	45,096.00
<b>376</b>	<b>Lone Diamond Fund</b>		
	<b>Assessment District</b>		
00411436	CENTRAL SELF STORAGE ANTIOCH	RENTAL FEES	493.00
<b>569</b>	<b>Vehicle Replacement Fund</b>		
	<b>Equipment Maintenance</b>		
00411525	STOMMEL INC	VEHICLE UPFITTING	25,207.80
<b>570</b>	<b>Equipment Maintenance Fund</b>		
	<b>Non departmental</b>		
00411365	HUNT AND SONS INC	FUEL	16,956.93



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
FEBRUARY 16 - 29 , 2024  
FUND/CHECK#

00411468	HUNT AND SONS INC	FUEL	4,777.60
<b>Equipment Maintenance</b>			
00411313	AMS DOT NET INC	WIFI EXPANSION	530.97
00411420	ARROWHEAD 24 HOUR TOWING INC	TOWING	563.75
00411428	BILL BRANDT FORD	ENGINE REPLACEMENT	13,163.34
00411437	CHUCKS BRAKE & WHEEL SERVICE INC	PARTS	141.39
00411454	EAST BAY TIRE CO	FINANCE CHARGES	222.65
00411458	FALCON COLLISION REPAIR INC	VEHICLE REPAIR	10,177.12
00411460	FRONTIER ENERGY INC	PROFESSIONAL SERVICES	2,833.25
00411476	KEN KELLER SALES	SHOE WACKER	885.28
00411481	LES SCHWAB TIRES OF CALIFORNIA	TIRES	1,442.35
00411483	LIM AUTOMOTIVE SUPPLY INC	AUTOMOTIVE REPAIR PARTS	1,475.46
00411494	MITCHELL ONE INC	SUBSCRIPTION FEE	169.12
00411496	MUNICIPAL MAINT EQUIPMENT INC	PARTS	3,697.58
00411502	OREILLY AUTO PARTS	AUTO PARTS	3,039.23
00411519	SOUTHERN COUNTIES LUBRICANTS LLC	LUBRICANT	2,530.61
00411525	STOMMEL INC	PARTS	239.65
00411534	TRED SHED, THE	PARTS	371.45
00411537	W K HYDRAULICS INC	PARTS	1,104.68
00411538	WALNUT CREEK FORD	AUTO REPAIR PARTS	3,791.12
00411541	WINTER CHEVROLET CO	PARTS	661.60
00947577	ALLIANT INSURANCE SERVICES	QUARTERLY FEES	927.00
00947581	KIMBALL MIDWEST	SUPPLIES	1,132.15
00947582	PETERSON TRACTOR CO	PARTS	1,269.28
573	<b>Information Services Fund</b>		
<b>Network Support &amp; PCs</b>			
00411313	AMS DOT NET INC	SOFTWARE LICENSE	2,065.35
00411325	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	925.65
<b>GIS Support Services</b>			
00411387	OFFICE DEPOT INC	OFFICE SUPPLIES	38.39
<b>Office Equipment Replacement</b>			
00947565	COMPUTERLAND	COMPUTER EQUIPMENT	2,622.40
577	<b>Post Retirement Medical-Police Fund</b>		
<b>Non Departmental</b>			
00411542	RETIREE	MEDICAL AFTER RETIREMENT	108.33
00411544	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00411553	RETIREE	MEDICAL AFTER RETIREMENT	1,477.26
00411557	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00411559	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00411561	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00411562	RETIREE	MEDICAL AFTER RETIREMENT	96.74
00411563	RETIREE	MEDICAL AFTER RETIREMENT	1,189.20
00411565	RETIREE	MEDICAL AFTER RETIREMENT	1,783.68
00411566	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00411567	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947585	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00947586	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00947589	RETIREE	MEDICAL AFTER RETIREMENT	1,189.20



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
FEBRUARY 16 - 29 , 2024  
FUND/CHECK#

00947590	RETIREE	MEDICAL AFTER RETIREMENT	229.18
00947592	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947593	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00947597	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00947599	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947605	RETIREE	MEDICAL AFTER RETIREMENT	1,021.41
00947606	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947611	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00947613	RETIREE	MEDICAL AFTER RETIREMENT	873.00
00947615	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00947619	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00947630	RETIREE	MEDICAL AFTER RETIREMENT	1,557.12
00947631	RETIREE	MEDICAL AFTER RETIREMENT	1,268.03
00947636	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947637	RETIREE	MEDICAL AFTER RETIREMENT	873.00
00947638	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947652	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00947653	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00947654	RETIREE	MEDICAL AFTER RETIREMENT	232.43
00947655	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947658	RETIREE	MEDICAL AFTER RETIREMENT	546.39
00947660	RETIREE	MEDICAL AFTER RETIREMENT	3,520.08
00947667	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00947668	RETIREE	MEDICAL AFTER RETIREMENT	485.80
00947669	RETIREE	MEDICAL AFTER RETIREMENT	1,838.54
00947670	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947673	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00947684	RETIREE	MEDICAL AFTER RETIREMENT	1,375.12
00947686	RETIREE	MEDICAL AFTER RETIREMENT	3,006.28
00947689	RETIREE	MEDICAL AFTER RETIREMENT	935.09
00947691	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00947692	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00947700	RETIREE	MEDICAL AFTER RETIREMENT	1,124.55
00947703	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947704	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00947706	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00947708	RETIREE	MEDICAL AFTER RETIREMENT	1,375.12
00947712	RETIREE	MEDICAL AFTER RETIREMENT	353.71
00947721	RETIREE	MEDICAL AFTER RETIREMENT	656.87
00947722	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00947724	RETIREE	MEDICAL AFTER RETIREMENT	1,387.69
00947732	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947733	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947735	RETIREE	MEDICAL AFTER RETIREMENT	735.54
00947737	RETIREE	MEDICAL AFTER RETIREMENT	55.00
00947741	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00947742	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947745	RETIREE	MEDICAL AFTER RETIREMENT	353.71



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
FEBRUARY 16 - 29 , 2024  
FUND/CHECK#

00947751	RETIREE	MEDICAL AFTER RETIREMENT	361.83
00947755	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00947757	RETIREE	MEDICAL AFTER RETIREMENT	21.52
00947758	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
<b>578</b>	<b>Post Retirement Medical-Misc Fund</b>		
<b>Non Departmental</b>			
00411543	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00411546	RETIREE	MEDICAL AFTER RETIREMENT	172.00
00411549	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00411550	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00411552	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00411555	RETIREE	MEDICAL AFTER RETIREMENT	419.79
00411556	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00411568	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00411569	RETIREE	MEDICAL AFTER RETIREMENT	289.77
00411572	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00947584	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947588	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947591	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947596	RETIREE	MEDICAL AFTER RETIREMENT	76.69
00947601	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947604	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947607	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00947608	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947609	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947612	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947617	RETIREE	MEDICAL AFTER RETIREMENT	354.69
00947620	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947623	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947626	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947629	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947632	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947633	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947634	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947635	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947642	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00947643	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947644	RETIREE	MEDICAL AFTER RETIREMENT	132.11
00947645	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00947646	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947650	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947651	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947661	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947662	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947666	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947672	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947677	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00947678	RETIREE	MEDICAL AFTER RETIREMENT	316.38



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
FEBRUARY 16 - 29 , 2024  
FUND/CHECK#

00947679	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947681	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947682	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947688	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947694	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00947698	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00947699	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947701	RETIREE	MEDICAL AFTER RETIREMENT	126.00
00947705	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947709	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947711	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947715	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947720	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947723	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947728	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947739	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947744	RETIREE	MEDICAL AFTER RETIREMENT	24.32
00947747	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947754	RETIREE	MEDICAL AFTER RETIREMENT	266.10
00947756	RETIREE	MEDICAL AFTER RETIREMENT	79.69
<b>579</b>	<b>Post Retirement Medical-Mgmt Fund</b>		
<b>Non Departmental</b>			
00411545	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00411547	RETIREE	MEDICAL AFTER RETIREMENT	1,476.00
00411548	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00411551	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00411554	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00411558	RETIREE	MEDICAL AFTER RETIREMENT	397.82
00411560	RETIREE	MEDICAL AFTER RETIREMENT	81.52
00411564	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00411570	RETIREE	MEDICAL AFTER RETIREMENT	445.66
00411571	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00411573	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947587	RETIREE	MEDICAL AFTER RETIREMENT	316.68
00947594	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947595	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947598	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947600	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00947602	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00947603	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00947610	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947614	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947616	RETIREE	MEDICAL AFTER RETIREMENT	92.00
00947618	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00947621	RETIREE	MEDICAL AFTER RETIREMENT	683.04
00947622	RETIREE	MEDICAL AFTER RETIREMENT	209.01
00947624	RETIREE	MEDICAL AFTER RETIREMENT	451.37
00947625	RETIREE	MEDICAL AFTER RETIREMENT	316.38



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
FEBRUARY 16 - 29 , 2024  
FUND/CHECK#

00947627	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00947628	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947639	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947640	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947641	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947647	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00947648	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947649	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947656	RETIREE	MEDICAL AFTER RETIREMENT	263.02
00947657	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00947659	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947663	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947664	RETIREE	MEDICAL AFTER RETIREMENT	236.69
00947665	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00947671	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947674	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947675	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947676	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947680	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00947683	RETIREE	MEDICAL AFTER RETIREMENT	1,164.42
00947685	RETIREE	MEDICAL AFTER RETIREMENT	609.06
00947687	RETIREE	MEDICAL AFTER RETIREMENT	1,681.54
00947690	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00947693	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00947695	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947696	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947697	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947702	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947707	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00947710	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947713	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947714	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947716	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947717	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00947718	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00947719	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00947725	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947726	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947727	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947729	RETIREE	MEDICAL AFTER RETIREMENT	263.02
00947730	RETIREE	MEDICAL AFTER RETIREMENT	683.04
00947731	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947734	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00947736	RETIREE	MEDICAL AFTER RETIREMENT	273.42
00947738	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947740	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947743	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00947746	RETIREE	MEDICAL AFTER RETIREMENT	316.38





CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
FEBRUARY 16 - 29 , 2024  
FUND/CHECK#

00947748	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947749	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947750	RETIREE	MEDICAL AFTER RETIREMENT	2,471.54
00947752	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947753	RETIREE	MEDICAL AFTER RETIREMENT	1,987.00
<b>611</b>	<b>Water Fund</b>		
<b>Non departmental</b>			
00411364	HAWTHORN VENTURES LLC	UNIFORMS	2,075.03
00411367	IDN WILCO	LOCKS	372.90
00411393	ROADSAFE TRAFFIC SYSTEMS INC	SAND BAGS	2,282.80
00411429	BISHOP CO	SUPPLIES	488.40
00411431	BRADY INDUSTRIES	JANITORIAL SUPPLIES	2,215.02
00411459	FASTENAL CO	INDUSTRIAL SUPPLIES	234.97
00411483	LIM AUTOMOTIVE SUPPLY INC	GLOVES	3,453.83
00947566	GRAINGER INC	SUPPLIES	508.06
<b>Water Production</b>			
00411314	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	425.00
00411315	ANTIOCH ACE HARDWARE	SUPPLIES	356.85
00411317	ARAMARK UNIFORM SERVICES	WEEKLY SUPPLIES	108.34
00411332	BRENNTAG PACIFIC INC	CHEMICALS	10,694.19
00411346	CONTRA COSTA WATER DISTRICT	TREATED WATER	1,245,901.46
00411362	HARRINGTON INDUSTRIAL PLASTICS LLC	PARTS	1,874.82
00411363	HASA INC	CHEMICALS	44,189.25
00411370	KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	23,547.39
00411406	UNIVAR SOLUTIONS USA INC	CHEMICALS	8,734.99
00411407	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	4,285.37
00411430	BORGES AND MAHONEY	PARTS	5,382.13
00411438	CITY OF BRENTWOOD	GROUNDWATER SUPPORT	891.87
00411446	CONTRA COSTA WATER DISTRICT	MAIN CANAL	69,663.24
00411488	MANERI SIGN COMPANY	SIGNS	4,978.63
00947564	CHEMTRADE CHEMICALS US LLC	CHEMICALS	7,683.18
00947567	KOFFLER ELECTRICAL MECHANICAL	EQUIPMENT MAINTENANCE	14,252.18
00947570	NTU TECHNOLOGIES INC	SUPPLIES	4,193.75
00947571	RUST AUTOMATION AND CONTROLS INC	PARTS	4,281.49
00947580	GRAINGER INC	SAFETY MOUNTS	11,414.44
<b>Water Distribution</b>			
00411313	AMS DOT NET INC	HARDWARE	2,504.68
00411315	ANTIOCH ACE HARDWARE	SUPPLIES	162.98
00411338	CHECK PROCESSORS INC	LOCKBOX PROCESSING	549.12
00411348	CWEA SFBS	RENEWAL FEES	98.00
00411358	FOUNDRY CONSTRUCTION INC	PROGRESS PAYMENT	34,535.67
00411360	GRANITE CONSTRUCTION CO	ASPHALT	2,196.05
00411364	HAWTHORN VENTURES LLC	UNIFORMS	420.12
00411387	OFFICE DEPOT INC	OFFICE SUPPLIES	247.22
00411390	PACE SUPPLY CORP	SUPPLIES	3,292.69
00411394	ROBERTS AND BRUNE CO	PARTS	926.63
00411395	ROYAL BRASS INC	PARTS	1,759.64
00411397	SCHATZ, MICHAEL J	EXPENSE REIMBURSEMENT	48.00



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
FEBRUARY 16 - 29 , 2024  
FUND/CHECK#

00411405	TYLER TECHNOLOGIES INC	INCODE UTILITY BILLING	35,988.85
00411459	FASTENAL CO	INDUSTRIAL SUPPLIES	432.74
00411498	NICHOLAS K CORPORATION	VEHICLE	29,856.41
00411503	PACIFIC CREDIT SERVICES	COLLECTION FEES	171.33
00411522	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	1,419.50
00411535	ULINE	FACILITY SUPPLIES	194.34
00947566	GRAINGER INC	EQUIPMENT	382.38
00947575	WILLIAMS SCOTSMAN INC	RENTAL FEES	200.26
<b>Public Buildings &amp; Facilities</b>			
00411337	CDM SMITH INC	PROFESSIONAL SERVICES	140,532.87
00411403	THOMAS C. PAVLETIC	PROFESSIONAL SERVICES	1,530.00
00947572	SHIMMICK CONSTRUCTION INC	PROGRESS PAYMENT	438,636.38
<b>621</b>	<b>Sewer Fund</b>		
<b>Non departmental</b>			
<b>Swr-Wastewater Administration</b>			
00411313	AMS DOT NET INC	HARDWARE	2,540.52
00411338	CHECK PROCESSORS INC	LOCKBOX PROCESSING	549.13
00411358	FOUNDRY CONSTRUCTION INC	PROGRESS PAYMENT	34,535.67
00411360	GRANITE CONSTRUCTION CO	ASPHALT	2,196.04
00411364	HAWTHORN VENTURES LLC	SAFETY SHOES	299.02
00411369	JACK DOHENY COMPANY	REPAIR SERVICES	15,298.04
00411387	OFFICE DEPOT INC	OFFICE SUPPLIES	626.16
00411405	TYLER TECHNOLOGIES INC	INCODE UTILITY BILLING	35,988.85
00411472	JACK DOHENY COMPANY	PARTS	172.86
00411474	JEFFERSON, PHILLIP J	MEMBERSHIP REIMBURSEMENT	50.00
00411498	NICHOLAS K CORPORATION	VEHICLE	29,856.42
00411520	SPARTAN TOOL LLC	CAMERA SYSTEM	4,051.40
00947566	GRAINGER INC	EQUIPMENT	382.38
00947574	UBEO BUSINESS SERVICES	COPIER	286.49
00947575	WILLIAMS SCOTSMAN INC	RENTAL FEES	200.27
<b>631</b>	<b>Marina Fund</b>		
<b>Marina Administration</b>			
00411315	ANTIOCH ACE HARDWARE	EQUIPMENT	39.49
00411442	COMCAST	CONNECTION SERVICES	599.23



AS SUCCESSOR AGENCY TO  
THE ANTIOCH DEVELOPMENT AGENCY  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
FEBRUARY 16 - 29 , 2024  
FUND/CHECK#

**431          Redevelopment Obligation Retirement Fund (for former Project Area #1)**  
***Non Departmental***

00411524	STATE WATER RESOURCES CONTROL BOARD	INTEREST PAYMENT DUE	7,122.50
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AS HOUSING SUCCESSOR TO  
THE ANTIOCH DEVELOPMENT AGENCY  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
FEBRUARY 16 - 29 , 2024  
FUND/CHECK#

**227      Housing Fund**

***Housing***

00411445	CONTRA COSTA HEALTH SERVICES	CDBG SERVICES	15,256.55
00411521	STAND FOR FAMILIES FREE OF VIOLENCE	CDBG SERVICES	2,273.20



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of March 12, 2024

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

**SUBMITTED BY:** Lauren Posada, City Treasurer *LP*

**SUBJECT:** Approval of Treasurer's Report for September of 2023

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### **RECOMMENDED ACTION**

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

### **FISCAL IMPACT**

There is no fiscal impact of this action.

### **DISCUSSION**

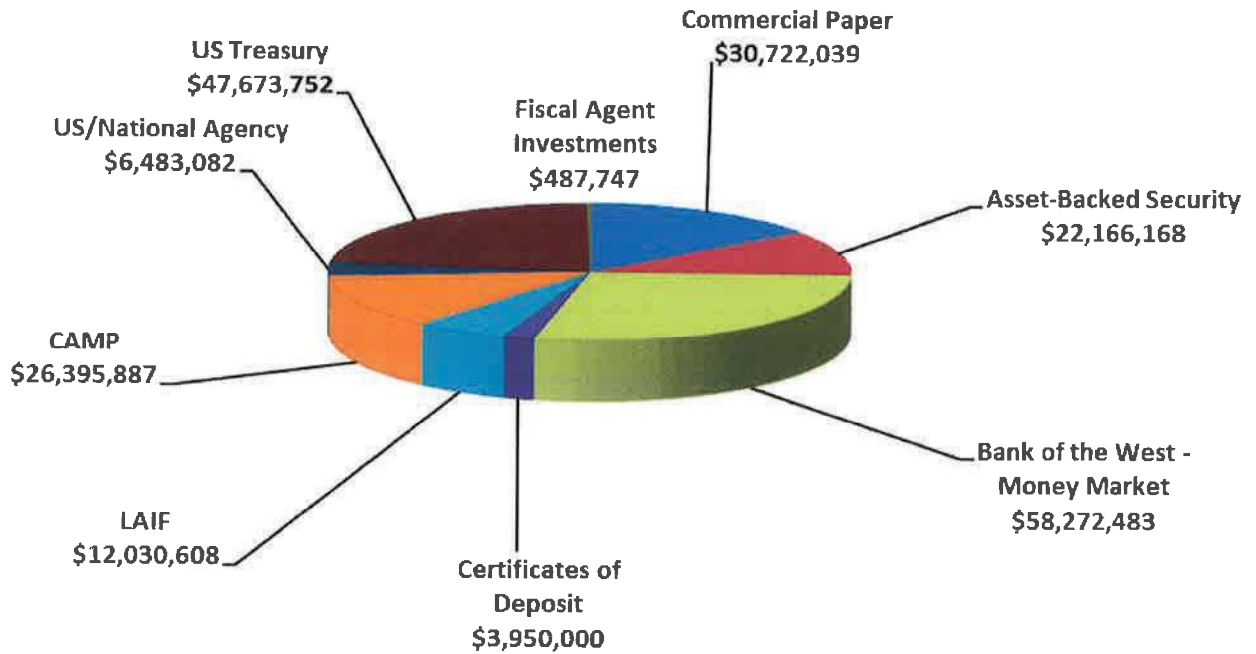
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting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

### **ATTACHMENTS**

A. City Treasurer's Report

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


**September 30, 2023**



**Total of City and Fiscal Agent Investments = \$208,181,766**

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 Bonds (ABAG)	\$50,750
Antioch Public Financing Authority 2015 Refunding Bonds (02 Lease Rev)	\$286,950
Antioch Development Agency 2009 Tax Allocation Bonds	\$150,047
	<u><u>\$487,747</u></u>





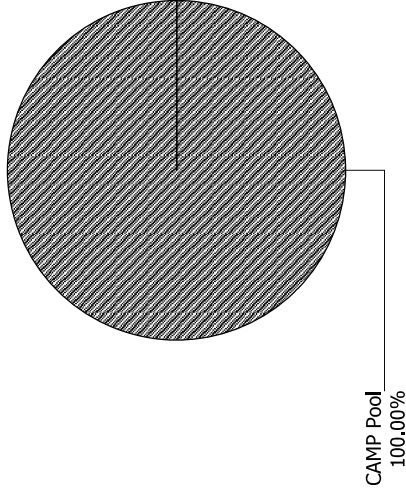
Account Statement - Transaction Summary

For the Month Ending September 30, 2023

City of Antioch - City of Antioch - 6090-001

CAMP Pool	
Opening Market Value	26,276,067.74
Purchases	119,819.60
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$26,395,887.34</b>
Cash Dividends and Income	119,819.60

Asset Summary		
	September 30, 2023	August 31, 2023
CAMP Pool	26,395,887.34	26,276,067.74
Total	\$26,395,887.34	\$26,276,067.74
Asset Allocation		



**Consolidated Summary Statement**

CITY OF ANTIOCH

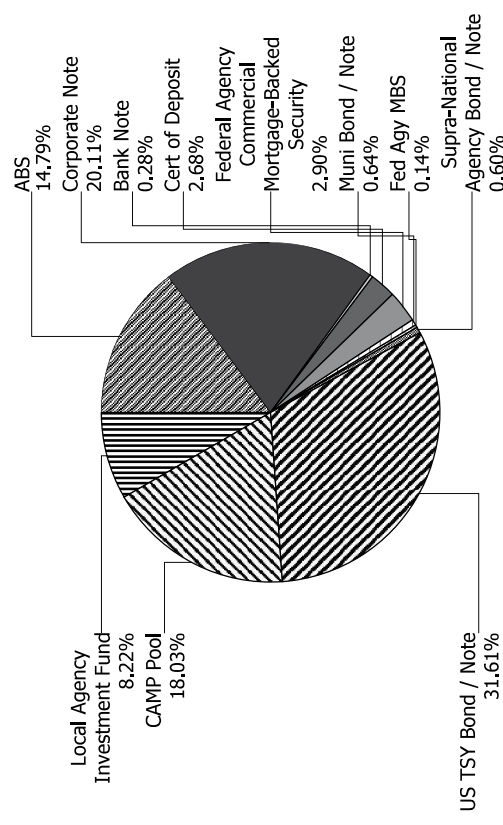
**Portfolio Summary**

Portfolio Holdings	Cash Dividends and Income	Closing Market Value
PFMAM Managed Account	133,784.57	108,005,093.26
CAMP Pool	0.00	26,395,887.34
Local Agency Investment Fund	0.00	12,030,607.52
<b>Total</b>	<b>\$133,784.57</b>	<b>\$146,431,588.12</b>

**Investment Allocation**

Investment Type	Closing Market Value	Percent
Asset-Backed Security	21,657,962.58	14.79
Corporate Note	29,453,916.52	20.11
Bank Note	406,305.10	0.28
Certificate of Deposit	3,919,238.90	2.68
Federal Agency Commercial Mortgage-Backed Securities	4,239,974.41	2.90
Municipal Bond / Note	937,287.60	0.64
Federal Agency Mortgage-Backed Security	201,993.50	0.14
Supra-National Agency Bond / Note	880,376.15	0.60
U.S. Treasury Bond / Note	46,308,038.50	31.61
CAMP Pool	26,395,887.34	18.03
Local Agency Investment Fund	12,030,607.52	8.22
<b>Total</b>	<b>\$146,431,588.12</b>	<b>100.00%</b>

**Sector Allocation**



**Maturity Distribution (Fixed Income Holdings)**

Portfolio Holdings	Closing Market Value	Percent
Under 30 days	38,426,494.86	26.24
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	14,719,097.93	10.05
1 to 2 years	28,316,692.58	19.34
2 to 3 years	44,721,166.91	30.54
3 to 4 years	13,669,921.05	9.34
4 to 5 years	6,376,221.29	4.35
Over 5 years	201,993.50	0.14
<b>Total</b>	<b>\$146,431,588.12</b>	<b>100.00%</b>
<b>Weighted Average Days to Maturity</b>	<b>615</b>	

## Managed Account Summary Statement

For the Month Ending **September 30, 2023**

CITY OF ANTIOCH, CA - 04380500

Transaction Summary - Managed Account	
<b>Opening Market Value</b>	<b>\$108,101,850.27</b>
Maturities/Calls	(234,043.24)
Principal Dispositions	(3,136,138.18)
Principal Acquisitions	3,533,314.91
Unsettled Trades	0.00
Change in Current Value	(259,890.50)
<b>Closing Market Value</b>	<b>\$108,005,093.26</b>

Cash Transactions Summary - Managed Account	
Maturities/Calls	0.00
Sale Proceeds	3,151,787.25
Coupon/Interest/Dividend Income	202,507.44
Principal Payments	234,043.24
Security Purchases	(3,540,537.23)
Net Cash Contribution	(47,800.70)
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account	
Interest/Dividends/Coupons Received	218,156.51
Less Purchased Interest Related to Interest/Coupons	(7,222.32)
Plus Net Realized Gains/Losses	(77,149.62)
<b>Total Cash Basis Earnings</b>	<b>\$133,784.57</b>

Cash Balance	
<b>Closing Cash Balance</b>	<b>\$0.00</b>

Earnings Reconciliation (Accrual Basis)	
	Total
Ending Amortized Value of Securities	110,995,041.66
Ending Accrued Interest	721,406.07
Plus Proceeds from Sales	3,151,787.25
Plus Proceeds of Maturities/Calls/Principal Payments	234,043.24
Plus Coupons/Dividends Received	202,507.44
Less Cost of New Purchases	(3,540,537.23)
Less Beginning Amortized Value of Securities	(110,902,221.82)
Less Beginning Accrued Interest	(643,992.58)

**Total Accrual Basis Earnings** **\$218,034.03**

## Portfolio Summary and Statistics

For the Month Ending **September 30, 2023**

CITY OF ANTIOCH, CA - 04380500

### Account Summary

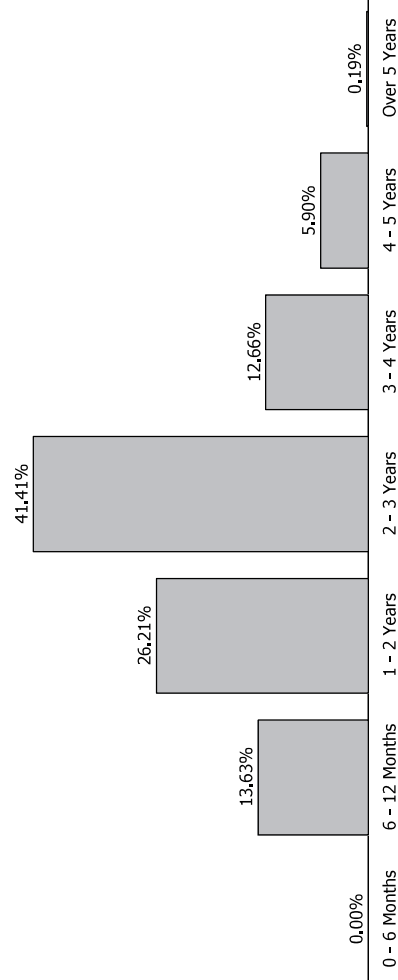
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	47,770,000.00	46,308,038.50	42.87
Supra-National Agency Bond / Note	925,000.00	880,376.15	0.82
Municipal Bond / Note	1,005,000.00	937,287.60	0.87
Federal Agency Mortgage-Backed Security	220,918.40	201,993.50	0.19
Federal Agency Commercial Mortgage-Backed Security	4,503,735.04	4,239,974.41	3.93
Corporate Note	30,350,000.00	29,453,916.52	27.26
Certificate of Deposit	3,950,000.00	3,919,238.90	3.63
Bank Note	425,000.00	406,305.10	0.38
Asset-Backed Security	22,168,271.53	21,657,962.58	20.05
<b>Managed Account Sub-Total</b>	<b>111,317,924.97</b>	<b>108,005,093.26</b>	<b>100.00%</b>
Accrued Interest		721,406.07	
<b>Total Portfolio</b>	<b>111,317,924.97</b>	<b>108,726,499.33</b>	

### Unsettled Trades

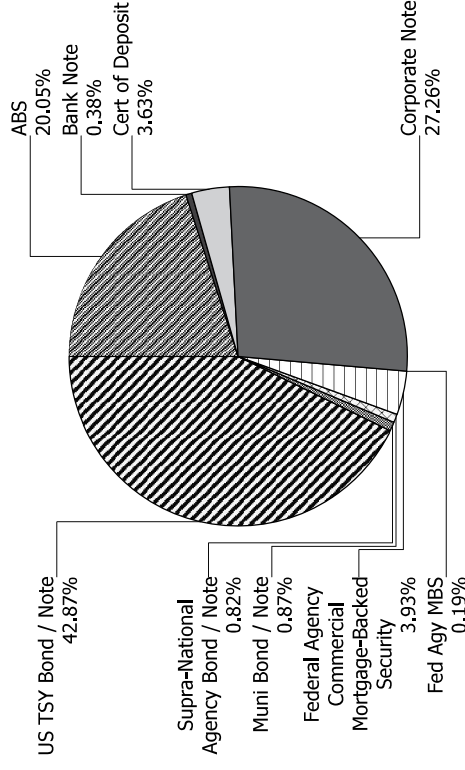
0.00

0.00

### Maturity Distribution



### Sector Allocation



### Characteristics

Yield to Maturity at Cost	3.29%
Yield to Maturity at Market	5.10%
Weighted Average Days to Maturity	834

## Managed Account Issuer Summary

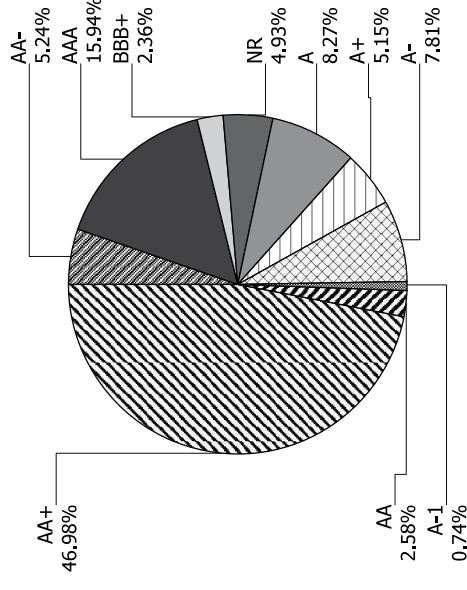
For the Month Ending **September 30, 2023**

CITY OF ANTIOCH, CA - 04380500

### Issuer Summary

### Credit Quality (S&P Ratings)

Issuer	Market Value of Holdings	Percent
ABBOTT LABORATORIES	313,625.00	0.29
ALLY AUTO RECEIVABLES TRUST	1,439,447.49	1.33
AMERICAN EXPRESS CO	2,047,537.76	1.90
AMERICAN HONDA FINANCE	422,335.68	0.39
ANZ BANKING GROUP LTD	440,680.83	0.41
BANK OF AMERICA CO	2,146,175.91	1.99
BMW FINANCIAL SERVICES NA LLC	950,309.24	0.88
BMW VEHICLE OWNER TRUST	472,074.44	0.44
BRISTOL-MYERS SQUIBB CO	226,789.00	0.21
BURLINGTON NORTHERN SANTA FE	217,451.70	0.20
CAPITAL ONE FINANCIAL CORP	1,896,304.19	1.76
CARMAX AUTO OWNER TRUST	2,014,316.85	1.87
CATERPILLAR INC	1,071,931.40	0.99
CHASE INSURANCE	860,265.60	0.80
CINTAS CORPORATION NO. 2	338,452.80	0.31
CITIGROUP INC	766,272.00	0.71
COLGATE-PALMOLIVE COMPANY	568,255.14	0.53
COMCAST CORP	373,049.25	0.35
COMMONWEALTH BANK OF AUSTRALIA	438,852.48	0.41
CREDIT AGRICOLE SA	799,920.00	0.74
DEERE & COMPANY	742,571.07	0.69
DISCOVER FINANCIAL SERVICES	2,095,647.29	1.94
EXXON MOBIL CORP	216,885.38	0.20
FANNIE MAE	501,018.82	0.46
FIFTH THIRD AUTO TRUST	558,073.49	0.52
FLORIDA STATE BOARD OF ADMIN FIN CORP	752,805.90	0.70
FORD CREDIT AUTO OWNER TRUST	801,605.86	0.74
FREDDIE MAC	3,940,949.09	3.64
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	1,371,521.37	1.27
GOLDMAN SACHS GROUP INC	667,890.20	0.62
HARLEY-DAVIDSON MOTORCYCLE TRUST	849,112.65	0.79
HERSHEY COMPANY	231,642.75	0.21



## Managed Account Issuer Summary

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
HOME DEPOT INC	189,105.99	0.18
HONDA AUTO RECEIVABLES	568,178.00	0.53
HONEYWELL INTERNATIONAL	327,723.90	0.30
HSBC HOLDINGS PLC	786,971.20	0.73
HYUNDAI AUTO RECEIVABLES	1,409,919.72	1.31
IBM CORP	778,148.80	0.72
INTEL CORPORATION	309,707.52	0.29
INTER-AMERICAN DEVELOPMENT BANK	880,376.15	0.82
JP MORGAN CHASE & CO	1,323,397.46	1.23
KUBOTA CREDIT OWNER TRUST	1,901,240.44	1.76
LOCKHEED MARTIN CORP	371,996.25	0.34
MERCEDES-BENZ AUTO RECEIVABLES	875,234.84	0.81
Mercedes-Benz Group AG	445,214.70	0.41
MORGAN STANLEY	773,447.90	0.72
NATIONAL AUSTRALIA BANK LTD	1,449,771.30	1.34
NATIONAL RURAL UTILITIES CO FINANCE CORP	831,743.00	0.77
NESTLE SA	784,221.86	0.73
NEW JERSEY TURNPIKE AUTHORITY	184,481.70	0.17
NISSAN AUTO RECEIVABLES	979,582.16	0.91
NORDEA BANK ABP	1,041,729.15	0.96
PACCAR FINANCIAL CORP	803,815.88	0.74
PEPSICO INC	786,779.70	0.73
PNC FINANCIAL SERVICES GROUP	747,742.98	0.69
PRAXAIR INC	830,619.66	0.77
RABOBANK NEDERLAND	1,957,881.23	1.81
ROCHE HOLDINGS INC	1,235,110.14	1.14
STATE STREET CORPORATION	1,419,770.15	1.31
THE BANK OF NEW YORK MELLON CORPORATION	955,182.60	0.88
TORONTO-DOMINION BANK	1,049,650.25	0.97
TOYOTA MOTOR CORP	2,280,349.76	2.10
TRUIST FIN CORP	759,942.61	0.70
UNILEVER PLC	263,247.60	0.24
UNITED STATES TREASURY	46,308,038.50	42.87

## Managed Account Issuer Summary

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
UNITEDHEALTH GROUP INC	179,080.20	0.17
USAA CAPITAL CORP	504,806.93	0.47
VERIZON OWNER TRUST	3,373.03	0.00
VOLKSWAGEN AUTO LEASE TURST	162,467.35	0.15
WAL-MART STORES INC	292,236.00	0.27
WELLS FARGO & COMPANY	419,591.25	0.39
WORLD OMNI AUTO REC TRUST	299,444.77	0.28
<b>Total</b>	<b>\$108,005,093.26</b>	<b>100.00%</b>



## Managed Account Detail of Securities Held

For the Month Ending September 30, 2023

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	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 N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	AA+	Aaa	07/01/21	07/07/21	2,707,330.08	0.47	2,010.25	2,720,755.27	2,626,644.40
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	AA+	Aaa	08/05/21	08/09/21	519,939.06	0.38	413.31	519,983.61	499,687.50
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	AA+	Aaa	08/09/21	08/10/21	899,050.78	0.41	715.35	899,744.51	864,843.75
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	AA+	Aaa	08/04/21	08/06/21	3,904,570.32	0.33	3,099.86	3,901,225.56	3,747,656.25
US TREASURY N/B NOTES DTD 08/15/2021 0.375% 08/15/2024	91282CCT6	AA+	Aaa	09/01/21	09/03/21	1,098,796.88	0.41	526.83	1,099,643.64	1,052,218.75
US TREASURY N/B NOTES DTD 09/15/2021 0.375% 09/15/2024	91282CCX7	AA+	Aaa	10/01/21	10/06/21	1,991,875.00	0.51	329.67	1,997,354.65	1,905,937.60
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	AA+	Aaa	05/04/21	05/06/21	3,109,570.31	0.44	18,831.52	3,034,057.96	2,876,718.60
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	AA+	Aaa	06/15/21	06/17/21	829,093.75	0.44	4,032.79	809,820.87	765,124.96
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	AA+	Aaa	06/02/21	06/07/21	1,814,941.41	0.42	8,821.72	1,771,749.25	1,673,710.85
US TREASURY N/B NOTES DTD 12/15/2021 1.000% 12/15/2024	91282CDN8	AA+	Aaa	01/03/22	01/05/22	999,296.88	1.02	2,950.82	999,711.56	949,375.00
US TREASURY N/B NOTES DTD 01/15/2022 1.125% 01/15/2025	91282CDS7	AA+	Aaa	02/01/22	02/03/22	1,438,898.44	1.39	3,457.54	1,445,134.69	1,374,328.13
US TREASURY N/B NOTES DTD 07/15/2022 3.000% 07/15/2025	91282CEY3	AA+	Aaa	08/05/22	08/08/22	2,689,769.53	3.14	17,168.48	2,693,768.19	2,601,281.25
US TREASURY N/B NOTES DTD 09/15/2022 3.500% 09/15/2025	91282CFK2	AA+	Aaa	10/06/22	10/11/22	2,204,912.11	4.23	3,461.54	2,219,871.18	2,183,906.25
US TREASURY N/B NOTES DTD 11/15/2022 4.500% 11/15/2025	91282CFW6	AA+	Aaa	12/16/22	12/16/22	2,027,500.00	3.99	33,994.57	2,020,037.56	1,978,750.00

## Managed Account Detail of Securities Held

For the Month Ending September 30, 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 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	38,191.92	4,641,686.78	4,539,562.50
US TREASURY N/B NOTES	DTD 02/15/2023 4.000% 02/15/2026	91282CGL9	2,700,000.00	AA+	Aaa	03/02/23	03/03/23	2,652,750.00	4.64	13,793.48	2,662,025.00	2,642,625.00
US TREASURY N/B NOTES	DTD 04/15/2023 3.750% 04/15/2026	91282CGV7	2,550,000.00	AA+	Aaa	05/01/23	05/03/23	2,544,123.05	3.83	44,154.71	2,544,946.26	2,479,875.00
US TREASURY N/B NOTES	DTD 05/15/2023 3.625% 05/15/2026	91282CHB0	4,350,000.00	AA+	Aaa	06/01/23	06/05/23	4,307,349.61	3.98	59,561.31	4,312,031.23	4,216,781.25
US TREASURY N/B NOTES	DTD 06/15/2023 4.125% 06/15/2026	91282CHH7	2,150,000.00	AA+	Aaa	06/29/23	06/29/23	2,129,003.91	4.48	26,170.08	2,130,827.97	2,110,023.33
US TREASURY N/B NOTES	DTD 07/15/2023 4.500% 07/15/2026	91282CHM6	3,025,000.00	AA+	Aaa	08/01/23	08/03/23	3,020,155.28	4.56	28,852.58	3,020,420.68	2,997,113.13
US TREASURY N/B NOTES	DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	2,250,000.00	AA+	Aaa	09/06/23	09/11/23	2,228,554.69	4.73	12,572.18	2,228,955.91	2,221,875.00
Security Type Sub-Total			47,770,000.00					47,756,764.29	2.70	323,110.51	47,673,752.33	46,308,038.50
Supra-National Agency Bond / Note												
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	102.78	924,776.41	880,376.15
Security Type Sub-Total			925,000.00					924,315.50	0.52	102.78	924,776.41	880,376.15
Municipal Bond / Note												
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	437.29	195,000.00	184,481.70
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	739.08	235,000.00	218,406.65
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	1,808.37	537,836.37	534,399.25

## Managed Account Detail of Securities Held

For the Month Ending September 30, 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
Security Type Sub-Total			1,005,000.00									
Federal Agency Mortgage-Backed Security												
FN BM4614	3140J9DU2		220,918.40	AA+	Aaa	08/03/21	08/17/21	235,416.16	2.35	552.30	232,749.87	201,993.50
DTD 10/01/2018 3.000% 03/01/2033												
Security Type Sub-Total			220,918.40									
Federal Agency Commercial Mortgage-Backed Security												
FHMS K053 A2	3137BN6G4		550,000.00	AA+	Aaa	08/04/22	08/09/22	543,662.11	3.36	1,372.71	545,851.56	523,611.85
DTD 03/29/2016 2.995% 12/01/2025												
FHMS K054 A2	3137BNGT5		1,125,000.00	AA+	Aaa	05/11/23	05/16/23	1,087,470.70	4.09	2,573.44	1,092,859.92	1,063,162.67
DTD 04/20/2016 2.745% 01/01/2026												
FNA 2016-M3 A2	3136ARTE8		317,416.49	AA+	Aaa	08/31/22	09/06/22	306,666.49	3.76	714.72	310,036.67	299,025.32
DTD 03/31/2016 2.702% 02/01/2026												
FHMS K057 A2	3137BRQJ7		575,000.00	AA+	Aaa	03/02/23	03/07/23	534,705.08	4.86	1,231.46	541,620.38	536,373.77
DTD 09/28/2016 2.570% 07/01/2026												
FHMS K057 A2	3137BRQJ7		575,000.00	AA+	Aaa	05/18/23	05/23/23	546,744.14	4.26	1,231.46	550,005.39	536,373.78
DTD 09/28/2016 2.570% 07/01/2026												
FHMS K058 A2	3137BSP72		855,000.00	AA+	Aaa	04/06/23	04/12/23	818,996.48	4.02	1,890.26	824,127.06	795,879.89
DTD 11/09/2016 2.653% 08/01/2026												
FHLMC MULTIFAMILY STRUCTURED POOL	3137FETM2		506,318.55	AA+	Aaa	12/08/22	12/13/22	491,089.44	3.94	1,413.47	493,218.16	485,547.13
DTD 02/01/2018 3.350% 09/01/2028												
Security Type Sub-Total			4,503,735.04									
Corporate Note												
HSBC USA INC CORPORATE NOTES	40428HTA0		800,000.00	A-	A1	05/17/22	05/24/22	799,968.00	3.75	10,583.33	799,989.67	786,971.20
DTD 05/24/2022 3.750% 05/24/2024												
AMERICAN EXPRESS CO CORP NOTES (CALLABLE)	025816CG2		400,000.00	BBB+	A2	11/19/21	11/23/21	414,320.00	1.14	1,694.44	404,115.12	389,103.20
DTD 07/30/2019 2.500% 07/30/2024												

## Managed Account Detail of Securities Held

For the Month Ending September 30, 2023

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
UNILEVER CAPITAL CORP (CALLABLE) CORPORA	DTT 08/12/2021 0.626% 08/12/2024	904764BN6	A+	A1	02/22/22	02/24/22	96,599.00	2.05	85.21	98,805.87	95,726.40
UNILEVER CAPITAL CORP (CALLABLE) CORPORA	DTT 08/12/2021 0.626% 08/12/2024	904764BN6	A+	A1	08/09/21	08/12/21	175,000.00	0.63	149.11	175,000.00	167,521.20
BMW US CAPITAL LLC CORPORATE NOTES DTT 08/12/2021 0.750% 08/12/2024		05565EBU8	A	A2	08/09/21	08/12/21	204,981.55	0.75	209.27	204,994.68	196,299.80
COOPERAT RABOBANK UA/NY CORPORATE NOTES	DTT 08/22/2022 3.875% 08/22/2024	21688AAU6	A+	Aa2	08/15/22	08/22/22	464,786.10	3.90	1,952.03	464,904.61	456,799.73
GOLDMAN SACHS GROUP INC (CALLABLE) CORP	DTT 06/10/2021 0.657% 09/10/2024	38141GYE8	BBB+	A2	06/07/21	06/10/21	250,000.00	0.66	95.81	250,000.00	249,392.00
BANK OF AMERICA CORP (CALLABLE) CORPORAT	DTT 10/21/2020 0.810% 10/24/2024	06051GJH3	A-	A1	10/16/20	10/21/20	475,000.00	0.81	1,677.94	475,000.00	472,052.63
COOPERATIEVE RABOBANK UA CORPORATE NOTES	DTT 01/12/2022 1.375% 01/10/2025	21688AAS1	A+	Aa2	01/19/22	01/24/22	496,040.00	1.65	1,546.88	498,290.83	473,142.00
LINDE INC/CT (CALLABLE) CORPORATE NOTES	DTT 02/05/2015 2.650% 02/05/2025	74005PBN3	A	A2	03/04/22	03/08/22	329,735.25	2.13	1,339.72	326,951.53	312,514.48
NATIONAL RURAL UTIL COOP CORPORATE NOTES	DTT 02/07/2022 1.875% 02/07/2025	63743HFC1	A-	A2	02/22/22	02/24/22	123,847.50	2.20	351.56	124,471.28	118,681.25
NATIONAL RURAL UTIL COOP CORPORATE NOTES	DTT 02/07/2022 1.875% 02/07/2025	63743HFC1	A-	A2	01/31/22	02/07/22	214,993.55	1.88	604.69	214,997.09	204,131.75

## Managed Account Detail of Securities Held

For the Month Ending September 30, 2023

CITY OF ANTIOCH, CA - 04380500											
Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	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		89236TGT6	A+	A1	09/23/21	09/27/21	359,698.50	0.96	840.00	353,934.37	332,450.65
DTD 02/13/2020 1.800% 02/13/2025											
JPMORGAN CHASE & CO CORP NOTES (CALLABLE)		46647PBY1	A-	A1	02/09/21	02/16/21	295,000.00	0.56	207.61	295,000.00	288,031.22
DTD 02/16/2021 0.563% 02/16/2025											
AMERICAN EXPRESS CO CORP NOTES (CALLABLE)		025816CQ0	BBB+	A2	03/01/22	03/04/22	119,878.80	2.29	202.50	119,942.50	114,014.64
DTD 03/04/2022 2.250% 03/04/2025											
AMERICAN EXPRESS CO CORP NOTES (CALLABLE)		025816CQ0	BBB+	A2	03/02/22	03/04/22	204,633.05	2.31	345.94	204,825.90	194,775.01
DTD 03/04/2022 2.250% 03/04/2025											
EXXON MOBIL CORP CORPORATE NT (CALLABLE)		30231GAF9	AA-	Aa2	03/26/21	03/30/21	238,932.00	1.10	423.28	229,468.17	216,885.38
DTD 03/06/2015 2.709% 03/06/2025											
JOHN DEERE CAPITAL CORP CORPORATE NOTES		24422EWB1	A	A2	03/02/22	03/07/22	59,974.20	2.14	85.00	59,987.69	57,174.12
DTD 03/07/2022 2.125% 03/07/2025											
JOHN DEERE CAPITAL CORP CORPORATE NOTES		24422EWB1	A	A2	03/03/22	03/07/22	175,350.00	2.06	247.92	175,167.02	166,757.85
DTD 03/07/2022 2.125% 03/07/2025											
ROCHE HOLDINGS INC (CALLABLE) CORPORATE		771196BT8	AA	Aa2	03/03/22	03/10/22	1,295,000.00	2.13	1,610.55	1,295,000.00	1,235,110.14
DTD 03/10/2022 2.132% 03/10/2025											
ABBOTT LABORATORIES CORP NOTE (CALLABLE)		002824BB5	AA-	Aa3	03/10/22	03/14/22	330,018.00	2.41	426.11	327,197.56	313,625.00
DTD 03/10/2015 2.950% 03/15/2025											
BURLINGTN NORTH SANTA FE CORP NOTES (CAL)		12189LAV3	AA-	A3	03/05/21	03/09/21	242,156.25	1.08	3,375.00	230,636.70	217,451.70
DTD 03/09/2015 3.000% 04/01/2025											

## Managed Account Detail of Securities Held

For the Month Ending **September 30, 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												
BMW US CAPITAL LLC CORP NOTES		05565EBZ7	240,000.00	A	A2	03/28/22	04/01/22	239,774.40	3.28	3,900.00	239,887.20	232,100.64
DTD 04/01/2022 3.250% 04/01/2025												
PACCAR FINANCIAL CORP CORPORATE NOTES		69371RR73	500,000.00	A+	A1	03/31/22	04/07/22	499,870.00	2.86	6,887.50	499,934.29	480,481.50
DTD 04/07/2022 2.850% 04/07/2025												
HOME DEPOT INC (CALLABLE) CORPORATE NOTE		437076CM2	80,000.00	A	A2	03/24/22	03/28/22	79,860.00	2.76	996.00	79,929.37	76,860.24
DTD 03/28/2022 2.700% 04/15/2025												
BANK OF NY MELLON (CALLABLE) CORP NOTES		06406RAN7	225,000.00	A	A1	03/09/21	03/11/21	230,337.00	1.01	1,570.00	226,955.21	210,915.90
DTD 04/24/2020 1.600% 04/24/2025												
BANK OF NY MELLON (CALLABLE) CORP NOTES		06406RAN7	250,000.00	A	A1	03/10/22	03/14/22	243,977.50	2.41	1,744.44	246,975.51	234,351.00
DTD 04/24/2020 1.600% 04/24/2025												
CINTAS CORPORATION NO. 2 CORP NOTE (CALL		17252MAP5	145,000.00	A-	A3	05/02/22	05/04/22	144,575.15	3.55	2,084.37	144,775.33	140,216.16
DTD 05/03/2022 3.450% 05/01/2025												
CINTAS CORPORATION NO. 2 CORP NOTE (CALL		17252MAP5	205,000.00	A-	A3	04/26/22	05/03/22	204,954.90	3.46	2,946.88	204,976.17	198,236.64
DTD 05/03/2022 3.450% 05/01/2025												
CITIGROUP INC (CALLABLE) CORPORATE NOTES		172967MX6	350,000.00	BBB+	A3	04/28/21	05/04/21	350,917.00	0.91	1,430.63	350,178.70	338,019.15
DTD 05/04/2021 0.981% 05/01/2025												
USAA CAPITAL CORP CORPORATE NOTES		90327QD89	525,000.00	AA	Aa1	05/23/22	05/26/22	523,283.25	3.49	7,382.81	524,073.50	504,806.93
DTD 05/26/2022 3.375% 05/01/2025												
CATERPILLAR FINL SERVICE CORPORATE NOTES		14913R2V8	75,000.00	A	A2	05/10/22	05/13/22	74,992.50	3.40	977.50	74,995.96	72,520.65
DTD 05/13/2022 3.400% 05/13/2025												

## Managed Account Detail of Securities Held

For the Month Ending September 30, 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												
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	2,932.50	224,846.17	217,561.95
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	750.00	244,910.10	231,642.75
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	1,575.00	345,215.33	327,723.90
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	1,634.27	595,000.00	575,175.79
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	5,663.06	487,003.69	457,146.65
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	6,152.22	565,000.00	546,142.00
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	660.29	64,831.33	62,609.30
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	863.46	84,987.44	81,873.70
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	1,015.83	99,743.57	96,322.00
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	2,246.56	224,875.57	219,267.90



## Managed Account Detail of Securities Held

For the Month Ending September 30, 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												
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	3,910.83	482,390.82	460,190.45
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	1,700.00	224,754.11	217,451.03
IBM CORP CORPORATE NOTES	DTD 07/27/2022 4.000% 07/27/2025	459200K9	800,000.00	A-	A3	07/20/22	07/27/22	800,000.00	4.00	5,688.89	800,000.00	778,148.80
INTEL CORP NOTES (CALLABLE)	DTD 07/29/2015 3.700% 07/29/2025	458140AS9	320,000.00	A	A2	01/30/23	02/01/23	312,761.60	4.67	2,039.11	314,688.65	309,707.52
BANK OF AMERICA CORP NOTES	DTD 07/30/2015 3.875% 08/01/2025	06051GFS3	475,000.00	A-	A1	03/10/22	03/14/22	490,665.50	2.84	3,067.71	483,491.82	460,329.63
BMW US CAPITAL LLC CORPORATE NOTES	DTD 08/11/2023 5.300% 08/11/2025	05565ECC7	525,000.00	A	A2	08/08/23	08/11/23	524,968.50	5.30	3,864.58	524,970.70	521,908.80
COLGATE-PALMOLIVE CO CORPORATE NOTES		194162AM5	115,000.00	AA-	Aa3	08/01/22	08/09/22	114,894.20	3.13	455.53	114,934.33	110,476.02
WALMART INC CORPORATE NOTES	DTD 09/09/2022 3.900% 09/09/2025	931142EW9	300,000.00	AA	Aa2	09/06/22	09/09/22	299,790.00	3.93	715.00	299,864.15	292,236.00
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	833.89	394,915.24	385,151.86
COMMONWEALTH BK AUSTR NY CORPORATE NOTES	DTD 09/12/2023 5.499% 09/12/2025	20271RAS9	440,000.00	AA-	Aa3	09/05/23	09/12/23	440,000.00	5.50	1,276.99	440,000.00	438,852.48
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	204.44	114,972.89	112,245.75
LOCKHEED MARTIN CORP NOTES (CALLABLE)	DTD 10/24/2022 4.950% 10/15/2025	539830BU2	175,000.00	A-	A2	10/19/22	10/24/22	174,501.25	5.05	3,994.38	174,658.17	173,598.25

## Managed Account Detail of Securities Held

For the Month Ending September 30, 2023

CITY OF ANTIOCH, CA - 04380500											
Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
UNITEDHEALTH GROUP INC CORPORATE NOTES	DTD 10/28/2022 5.150% 10/15/2025	91324PEN8	A+	A2	10/25/22	10/28/22	179,983.80	5.15	4,274.50	179,988.86	179,080.20
LOCKHEED MARTIN CORP NOTES (CALLABLE)	DTD 10/24/2022 4.950% 10/15/2025	539830BU2	A-	A2	11/01/22	11/03/22	200,098.00	4.93	4,565.00	200,066.92	198,398.00
PNC FINANCIAL SERVICES CORP NOTE (CALLAB	DTD 10/28/2022 5.671% 10/28/2025	693475BH7	A-	A3	10/25/22	10/28/22	345,000.00	5.67	8,315.10	345,000.00	341,437.88
COMCAST CORP CORPORATE NOTES	DTD 11/07/2022 5.250% 11/07/2025	20030NDZ1	A-	A3	10/31/22	11/07/22	144,960.85	5.26	3,045.00	144,972.57	144,245.71
COMCAST CORP CORPORATE NOTES	DTD 11/07/2022 5.250% 11/07/2025	20030NDZ1	A-	A3	11/03/22	11/07/22	229,395.10	5.35	4,830.00	229,576.13	228,803.54
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES	DTD 11/13/2020 0.750% 11/13/2025	110122DN5	A+	A2	02/22/22	02/24/22	236,870.00	2.23	718.75	242,516.48	226,789.00
LINDE INC/CT CORPORATE NOTES (CALLABLE)	DTD 12/05/2022 4.700% 12/05/2025	53522KAB9	A	A2	11/28/22	12/05/22	524,433.00	4.74	7,950.83	524,588.20	518,105.18
AUST & NZ BANKING GRP NY CORPORATE NOTES	DTD 12/08/2022 5.088% 12/08/2025	05254JAA8	AA-	Aa3	11/29/22	12/08/22	445,000.00	5.09	7,106.95	445,000.00	440,680.83
JOHN DEERE CAPITAL CORP CORPORATE NOTES	DTD 01/09/2023 4.800% 01/09/2026	24422EWP0	A	A2	01/03/23	01/09/23	524,753.25	4.82	5,740.00	524,812.91	518,639.10
CITIGROUP INC CORPORATE NOTES	DTD 01/12/2016 3.700% 01/12/2026	172967KG5	BBB+	A3	04/27/23	05/01/23	438,070.50	4.76	3,653.75	439,919.75	428,252.85
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES	DTD 01/12/2023 4.966% 01/12/2026	63253QAA2	AA-	Aa3	01/04/23	01/12/23	915,000.00	4.97	9,971.31	915,000.00	903,629.30

**Managed Account Detail of Securities Held** For the Month Ending **September 30, 2023**

CITY OF ANTIOCH, CA - 04380500											
Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026		857477BR3	A	A1	02/02/22	02/07/22	225,000.00	1.75	600.19	225,000.00	211,690.13
PEPSICO INC CORP NOTES (CALLABLE) DTD 02/15/2023 4.550% 02/13/2026		713448FQ6	A+	A1	02/13/23	02/15/23	794,538.90	4.57	4,823.00	794,635.00	786,779.70
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026		61747YEM3	A-	A1	02/16/22	02/18/22	585,000.00	2.63	1,837.71	585,000.00	555,996.87
COLGATE-PALMOLIVE CO CORPORATE NOTES DTD 03/01/2023 4.800% 03/02/2026		194162AQ6	AA-	Aa3	02/27/23	03/01/23	459,466.40	4.84	1,778.67	459,570.49	457,779.12
NATIONAL RURAL UTIL COOP CORP NOTES (CAL DTD 02/09/2023 4.450% 03/13/2026		63743HFH0	A-	A2	02/03/23	02/09/23	273,979.75	4.58	611.88	274,191.40	268,125.00
NESTLE HOLDINGS INC CORPORATE NOTES DTD 03/14/2023 5.250% 03/13/2026		641062BK9	AA-	Aa3	03/07/23	03/14/23	399,868.00	5.26	1,050.00	399,892.23	399,070.00
STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026		857477BM4	A	A1	02/17/22	02/22/22	520,266.30	2.38	41.10	514,951.77	487,508.49
BANK OF AMERICA CORP NOTES DTD 04/19/2016 3.500% 04/19/2026		06051GFX2	A-	A1	05/10/23	05/12/23	412,288.25	4.60	6,693.75	413,970.51	400,352.98
WELLS FARGO & CO CORP NOTES DTD 04/22/2016 3.000% 04/22/2026		949746RW3	BBB+	A1	03/28/23	03/30/23	423,396.00	5.11	5,962.50	427,794.34	419,591.25
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/15/2023 4.350% 05/15/2026		14913UAA8	A	A2	05/08/23	05/15/23	799,624.00	4.37	13,146.67	799,671.69	781,848.80
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 05/18/2023 4.450% 05/18/2026		89236TKT1	A+	A1	05/16/23	05/18/23	250,097.50	4.44	4,110.07	250,085.40	244,360.50

## Managed Account Detail of Securities Held

For the Month Ending September 30, 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 HONDA FINANCE CORPORATE NOTES	02665WEK3	02665WEK3	100,000.00	A-	A3	07/21/23	07/25/23	100,504.00	5.06	1,225.00	100,472.21	99,373.10
DTD 07/07/2023 5.250% 07/07/2026												
AMERICAN HONDA FINANCE CORPORATE NOTES	02665WEK3	02665WEK3	140,000.00	A-	A3	07/06/23	07/10/23	139,102.60	5.49	1,715.00	139,170.75	139,122.34
DTD 07/07/2023 5.250% 07/07/2026												
AMERICAN HONDA FINANCE CORPORATE NOTES	02665WEK3	02665WEK3	185,000.00	A-	A3	07/05/23	07/07/23	184,772.45	5.29	2,266.25	184,790.31	183,840.24
DTD 07/07/2023 5.250% 07/07/2026												
BANK OF NEW YORK MELLON CORP NOTES (CALL)	06406RBJ5	06406RBJ5	165,000.00	A	A1	07/19/22	07/26/22	165,000.00	4.41	1,355.47	165,000.00	160,259.22
DTD 07/26/2022 4.414% 07/24/2026												
BANK OF NEW YORK MELLON CORP NOTES (CALL)	06406RBJ5	06406RBJ5	360,000.00	A	A1	07/20/22	07/26/22	361,173.60	4.32	2,957.38	360,710.17	349,656.48
DTD 07/26/2022 4.414% 07/24/2026												
TRUIST FIN CORP NOTES (CALLABLE)	89788MAH5	89788MAH5	140,000.00	A-	A3	07/25/22	07/28/22	140,000.00	4.26	1,043.70	140,000.00	134,575.98
DTD 07/28/2022 4.260% 07/28/2026												
TRUIST FIN CORP NOTES (CALLABLE)	89788MAH5	89788MAH5	175,000.00	A-	A3	07/26/22	07/28/22	175,175.00	4.23	1,304.63	175,106.34	168,219.98
DTD 07/28/2022 4.260% 07/28/2026												
STATE STREET CORP NOTES (CALLABLE)	857477CD3	857477CD3	300,000.00	A	A1	07/31/23	08/03/23	300,000.00	5.27	2,548.13	300,000.00	296,443.20
DTD 08/03/2023 5.272% 08/03/2026												
MERCEDES-BENZ FIN NA CORPORATE NOTES	58769JAK3	58769JAK3	450,000.00	A	A2	08/21/23	08/23/23	447,250.50	5.43	3,770.00	447,350.16	445,214.70
DTD 08/03/2023 5.200% 08/03/2026												
PACCAR FINANCIAL CORP CORPORATE NOTES	69371RS56	69371RS56	325,000.00	A+	A1	08/03/23	08/10/23	324,837.50	5.07	2,325.10	324,845.21	323,334.38
DTD 08/10/2023 5.050% 08/10/2026												
BANK OF AMERICA NA CORPORATE NOTES	06428CAA2	06428CAA2	550,000.00	A+	Aa1	08/14/23	08/18/23	550,000.00	5.53	3,630.28	550,000.00	547,203.25
DTD 08/18/2023 5.526% 08/18/2026												

## Managed Account Detail of Securities Held

For the Month Ending September 30, 2023

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Corporate Note</b>											
STATE STREET CORP NOTES (CALLABLE)	857477BX0		A	A1	11/03/22	11/07/22	424,409.25	5.79	9,980.38	424,542.15	424,128.33
DTD 11/04/2022 5.751% 11/04/2026											
GOLDMAN SACHS GROUP INC CORP NOTES	38145GAH3		BBB+	A2	08/07/23	08/09/23	424,597.50	5.40	5,906.25	425,724.14	418,498.20
(CALL)											
DTD 11/16/2016 3.500% 11/16/2026											

<b>Security Type Sub-Total</b>			<b>30,350,000.00</b>				<b>30,342,945.95</b>	<b>3.56</b>	<b>250,072.87</b>	<b>30,301,332.00</b>	<b>29,453,916.52</b>
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### Certificate of Deposit

CREDIT AGRICOLE CIB NY CERT DEPOS	22536AZR8		A-1	P-1	08/17/22	08/19/22	800,000.00	4.07	4,191.11	800,000.00	799,920.00
DTD 08/19/2022 4.100% 08/16/2024											
TORONTO DOMINION BANK NY CERT DEPOS	89115B6K1		A	A1	10/27/22	10/31/22	1,050,000.00	5.58	54,716.67	1,050,000.00	1,049,650.25
DTD 10/31/2022 5.600% 10/27/2025											
NORDEA BANK ABP NEW YORK CERT DEPOS	65558UYF3		AA-	Aa3	11/02/22	11/03/22	1,050,000.00	5.53	23,871.17	1,050,000.00	1,041,729.15
DTD 11/03/2022 5.530% 11/03/2025											
COOPERAT RABOBANK UA/NY CERT DEPOS	21684LGS5		A+	Aa2	07/17/23	07/20/23	1,050,000.00	5.08	10,519.83	1,050,000.00	1,027,939.50
DTD 07/20/2023 5.080% 07/17/2026											

<b>Security Type Sub-Total</b>			<b>3,950,000.00</b>				<b>3,950,000.00</b>	<b>5.13</b>	<b>93,298.78</b>	<b>3,950,000.00</b>	<b>3,919,238.90</b>
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### Bank Note

PNC BANK NA CORP NOTE (CALLABLE)	69353REQ7		A	A2	08/09/22	08/11/22	417,775.00	3.89	4,604.17	420,707.29	406,305.10
DTD 06/01/2015 3.250% 06/01/2025											

<b>Security Type Sub-Total</b>			<b>425,000.00</b>				<b>417,775.00</b>	<b>3.89</b>	<b>4,604.17</b>	<b>420,707.29</b>	<b>406,305.10</b>
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### Asset-Backed Security

TAOT 2020-C A3	89237VAB5		AAA	Aaa	07/21/20	07/27/20	5,478.09	0.44	1.07	5,478.41	5,470.17
DTD 07/27/2020 0.440% 10/15/2024											
CARMX 2020-1 A3	14315XAC2		AAA	NR	01/14/20	01/22/20	3,071.08	1.89	2.58	3,071.53	3,067.73
DTD 01/22/2020 1.890% 12/16/2024											

## Managed Account Detail of Securities Held

For the Month Ending September 30, 2023

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
MBART 2020-1 A3	DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	AAA	NR	06/16/20	06/23/20	16,036.61	0.55	3.92	16,037.50	15,977.66
VZOT 2020-B A	DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	NR	Aaa	08/04/20	08/12/20	3,382.50	0.47	0.49	3,382.99	3,373.03
WOART 2020-B A3	DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	AAA	NR	06/16/20	06/24/20	31,089.68	0.63	8.71	31,091.31	30,866.74
VWALT 2022-A A3	DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	NR	Aaa	06/07/22	06/14/22	164,986.87	3.44	173.43	164,992.36	162,467.35
KCOT 2021-1A A3	DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	NR	Aaa	04/06/21	04/14/21	138,513.93	0.62	38.18	138,530.04	134,786.72
HART 2021-A A3	DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	AAA	NR	04/20/21	04/28/21	86,880.05	0.38	14.67	86,885.11	85,174.53
KCOT 2021-2A A3	DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	NR	Aaa	07/20/21	07/28/21	285,073.40	0.56	70.95	285,078.83	274,689.04
HAROT 2021-4 A3	DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	NR	Aaa	11/16/21	11/24/21	231,378.81	0.89	56.57	231,400.52	222,553.35
CARMX 2021-2 A3	DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	AAA	NR	04/13/21	04/21/21	117,863.07	0.52	27.25	117,875.95	114,373.20
HART 2021-C A3	DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	AAA	NR	11/09/21	11/17/21	179,901.97	0.75	59.18	179,918.70	173,890.33
FORDO 2022-A A3	DTD 01/24/2022 1.290% 06/15/2026	345286AC2	AAA	NR	01/19/22	01/24/22	231,385.65	1.29	132.68	231,396.20	223,783.75
CARMX 2021-3 A3	DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	AAA	Aaa	07/21/21	07/28/21	313,093.73	0.55	76.55	313,116.70	300,791.33
BMWOT 2022-A A3	DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	AAA	Aaa	05/10/22	05/18/22	294,984.66	3.21	157.83	294,989.59	287,744.71
COPAR 2021-1 A3	DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	AAA	Aaa	10/19/21	10/27/21	237,013.34	0.77	81.11	237,015.11	227,468.61



## Managed Account Detail of Securities Held

For the Month Ending September 30, 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												
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	264,966.22	252,083.74
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	284,995.54	276,549.04
GMCAR 2021-4 A3	DTD 10/21/2021 0.680% 09/16/2026	362554AC1	150,894.60	AAA	Aaa	10/13/21	10/21/21	150,890.75	0.68	42.75	150,892.28	144,882.87
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	274,992.98	265,620.22
WOART 2021-D A3	DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	278,928.22	AAA	NR	10/26/21	11/03/21	278,890.23	0.81	100.41	278,904.88	268,578.03
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	504,951.92	481,051.84
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	499,956.59	474,424.50
ALLYA 2022-1 A3	DTD 05/18/2022 3.310% 11/15/2026	02008JACO	520,000.00	AAA	Aaa	05/10/22	05/18/22	519,899.33	3.31	764.98	519,930.05	508,272.65
GMCAR 2022-1 A3	DTD 01/19/2022 1.260% 11/16/2026	380146AC4	213,035.27	AAA	NR	01/11/22	01/19/22	213,016.76	1.26	111.84	213,023.27	205,003.52
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	669,910.57	652,173.38
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	504,941.16	493,735.52
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	244,964.30	237,920.58
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	389,958.29	380,568.75
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	499,973.75	479,661.80



**Managed Account Detail of Securities Held** For the Month Ending **September 30, 2023**

CITY OF ANTIOCH, CA - 04380500											
Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	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-C A3 DTD 08/16/2022 3.760% 04/15/2027		89231CAD9	AAA	NR	08/08/22	08/16/22	224,962.40	3.76	376.00	224,971.47	218,327.18
CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027		14318MAD1	AAA	NR	07/12/22	07/20/22	564,986.67	3.97	996.91	564,990.04	551,582.15
GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027		36265WAD5	NR	Aaa	07/06/22	07/13/22	339,997.65	3.64	515.67	339,998.25	330,609.68
COMET 2022-A2 A DTD 06/14/2022 3.490% 05/15/2027		14041NGA3	AAA	NR	06/06/22	06/14/22	739,881.75	3.49	1,147.82	739,912.96	714,749.28
NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027		65480JAC4	AAA	Aaa	09/20/22	09/28/22	494,897.58	4.46	981.20	494,919.86	486,623.61
DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027		254683CS2	NR	Aaa	05/19/22	05/26/22	569,953.66	3.32	841.07	569,966.23	549,141.19
AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027		02582JTT8	AAA	NR	05/17/22	05/24/22	814,819.72	3.39	1,227.93	814,868.78	786,475.08
ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027		02008MAC3	AAA	Aaa	10/04/22	10/12/22	944,988.28	4.76	1,999.20	944,990.75	931,174.84
KCOT 2023-1A A3 DTD 03/31/2023 5.020% 06/15/2027		50117KAC4	NR	Aaa	03/28/23	03/31/23	364,942.88	5.02	814.36	364,949.72	358,539.46
HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027		44933DAD3	AAA	NR	11/01/22	11/09/22	719,996.54	5.39	1,724.80	719,997.21	715,502.81
DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027		254683CW3	AAA	Aaa	08/02/22	08/09/22	664,917.47	3.56	1,052.18	664,936.62	642,057.83
CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027		14318UAD3	AAA	NR	10/26/22	10/31/22	669,842.89	5.35	1,590.13	669,872.97	663,933.69
MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027		58768PAC8	AAA	Aaa	11/15/22	11/22/22	864,828.90	5.21	2,002.96	864,859.89	859,257.18
TAOT 2022-D A3 DTD 11/08/2022 5.300% 09/15/2027		89239HAD0	NR	Aaa	11/01/22	11/08/22	239,976.31	5.30	565.33	239,980.68	238,484.59



Managed Account Detail of Securities Held

For the Month Ending September 30, 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	699.64	339,999.85	333,825.16
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	269,989.07	267,143.51
HAROT 2023-2 A3 DTD 05/30/2023 4.930% 11/15/2027		437927AC0	350,000.00	AAA	Aaa	05/23/23	05/30/23	349,943.30	4.93	766.89	349,947.61	345,624.65
NAROT 2023-A A3 DTD 04/26/2023 4.910% 11/15/2027		65480WAD3	500,000.00	NR	Aaa	04/18/23	04/26/23	499,911.65	4.91	1,091.11	499,920.04	492,958.55
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	808.00	359,968.29	355,377.13
FORDO 2023-A A3 DTD 03/31/2023 4.650% 02/15/2028		344928AD8	275,000.00	AAA	NR	03/28/23	03/31/23	274,971.32	4.65	568.33	274,974.28	270,035.51
TAOT 2023-B A3 DTD 05/23/2023 4.710% 02/15/2028		891941AD8	420,000.00	NR	Aaa	05/16/23	05/23/23	419,976.52	4.71	879.20	419,978.30	411,614.57
GMCAR 2023-2 A3 DTD 04/12/2023 4.470% 02/16/2028		362583AD8	295,000.00	AAA	Aaa	04/04/23	04/12/23	294,991.89	4.47	549.44	294,992.68	288,458.58
BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028		05592XAD2	185,000.00	AAA	NR	07/11/23	07/18/23	184,967.22	5.47	168.66	184,968.68	184,329.73
DCENT 2023-A1 A DTD 04/11/2023 4.310% 03/15/2028		254683CY9	670,000.00	NR	Aaa	04/04/23	04/11/23	669,961.14	4.31	1,283.42	669,964.87	652,364.53
HART 2023-B A3 DTD 07/19/2023 5.480% 04/17/2028		44933XAD9	170,000.00	AAA	NR	07/11/23	07/19/23	169,992.62	5.48	414.04	169,992.93	169,731.83
BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028		05522RDG0	270,000.00	AAA	NR	06/08/23	06/16/23	269,938.87	4.79	574.80	269,942.51	266,237.42
AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028		02582JJZ4	300,000.00	AAA	NR	06/07/23	06/14/23	299,973.39	4.87	649.33	299,975.00	296,026.32
FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028		344930AD4	310,000.00	AAA	NR	06/21/23	06/26/23	309,995.82	5.23	720.58	309,996.05	307,786.60

## Managed Account Detail of Securities Held

For the Month Ending September 30, 2023

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
GMCAR 2023-3 A3	DTD 07/19/2023 5.450% 06/16/2028	36267KAD9	AAA	Aaa	07/11/23	07/19/23	164,993.63	5.45	374.69	164,993.89	164,646.14
FITAT 2023-1 A3	DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	AAA	Aaa	08/15/23	08/23/23	559,965.28	5.53	1,376.36	559,966.02	558,073.49
CHAIT 2023-A1 A	DTD 09/15/2023 5.160% 09/15/2028	161571HT4	AAA	NR	09/07/23	09/15/23	864,760.22	5.17	1,983.73	864,760.10	860,265.60
Security Type Sub-Total		22,168,271.53					22,165,546.05	3.78	36,252.40	22,166,168.25	21,657,962.58
Managed Account Sub-Total		111,317,924.97					111,071,788.14	3.29	721,406.07	110,995,041.66	108,005,093.26
Securities Sub-Total		\$111,317,924.97					\$111,071,788.14	3.29%	\$721,406.07	\$110,995,041.66	\$108,005,093.26
Accrued Interest											\$721,406.07
Total Investments											\$108,726,499.33

## Managed Account Security Transactions & Interest

For the Month Ending September 30, 2023

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSTIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY										
09/05/23	09/12/23	COMMONWEALTH BK AUSTR NY CORPORATE NOTES	2027IRAS9	440,000.00	(440,000.00)	0.00	(440,000.00)			
		DTD 09/12/2023 5.499% 09/12/2025								
09/06/23	09/11/23	US TREASURY N/B NOTES	91282CHU8	2,250,000.00	(2,228,554.69)	(7,222.32)	(2,235,777.01)			
		DTD 08/15/2023 4.375% 08/15/2026								
09/07/23	09/15/23	CHAIT 2023-A1 A	161571HT4	865,000.00	(864,760.22)	0.00	(864,760.22)			
		DTD 09/15/2023 5.160% 09/15/2028								
Transaction Type Sub-Total				3,555,000.00	(3,533,314.91)	(7,222.32)	(3,540,537.23)			
INTEREST										
09/01/23	09/25/23	FN BM4614	314039DU2	224,998.39	0.00	562.50	562.50			
		DTD 10/01/2018 3.000% 03/01/2033								
09/01/23	09/25/23	FHLMC MULTIFAMILY STRUCTURED POOL	3137FETM2	515,107.98	0.00	1,438.01	1,438.01			
		DTD 02/01/2018 3.350% 09/01/2028								
09/01/23	09/25/23	FHMS K058 A2	3137BSP72	855,000.00	0.00	1,890.26	1,890.26			
		DTD 11/09/2016 2.653% 08/01/2026								
09/01/23	09/25/23	FHMS K054 A2	3137BNGT5	1,125,000.00	0.00	2,573.44	2,573.44			
		DTD 04/20/2016 2.745% 01/01/2026								
09/01/23	09/25/23	FHMS K057 A2	3137BRQJ7	1,150,000.00	0.00	2,462.92	2,462.92			
		DTD 09/28/2016 2.570% 07/01/2026								
09/01/23	09/25/23	FHMS K053 A2	3137BN6G4	550,000.00	0.00	1,372.71	1,372.71			
		DTD 03/29/2016 2.995% 12/01/2025								
09/01/23	09/25/23	FNA 2016-M3 A2	3136ARTE8	317,845.03	0.00	715.68	715.68			
		DTD 03/31/2016 2.702% 02/01/2026								
09/02/23	09/02/23	COLGATE-PALMOLIVE CO CORPORATE NOTES	194162AQ6	460,000.00	0.00	11,101.33	11,101.33			
		DTD 03/01/2023 4.800% 03/02/2026								
09/04/23	09/04/23	AMERICAN EXPRESS CO CORP NOTES (CALLABLE)	025816CQ0	325,000.00	0.00	3,656.25	3,656.25			
		DTD 03/04/2022 2.250% 03/04/2025								
09/06/23	09/06/23	EXXON MOBIL CORP CORPORATE NT (CALLABLE)	30231GAF9	225,000.00	0.00	3,047.63	3,047.63			
		DTD 03/06/2015 2.709% 03/06/2025								

## Managed Account Security Transactions & Interest

For the Month Ending September 30, 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										
09/07/23	09/07/23	JOHN DEERE CAPITAL CORP CORPORATE NOTES	24422EWB1	235,000.00	0.00	2,496.88	2,496.88			
		DTD 03/07/2022 2.125% 03/07/2025								
09/09/23	09/09/23	WALMART INC CORPORATE NOTES	931142EW9	300,000.00	0.00	5,850.00	5,850.00			
		DTD 09/09/2022 3.900% 09/09/2025								
09/10/23	09/10/23	GOLDMAN SACHS GROUP INC (CALLABLE) CORP	38141GYE8	250,000.00	0.00	821.25	821.25			
		DTD 06/10/2021 0.657% 09/10/2024								
09/10/23	09/10/23	ROCHE HOLDINGS INC (CALLABLE) CORPORATE	771196BT8	1,295,000.00	0.00	13,804.70	13,804.70			
		DTD 03/10/2022 2.132% 03/10/2025								
09/12/23	09/12/23	NESTLE HOLDINGS INC CORP NOTE	641062BA1	395,000.00	0.00	7,900.00	7,900.00			
		DTD 09/13/2022 4.000% 09/12/2025								
09/13/23	09/13/23	NESTLE HOLDINGS INC CORPORATE NOTES	641062BK9	400,000.00	0.00	10,441.67	10,441.67			
		DTD 03/14/2023 5.250% 03/13/2026								
09/13/23	09/13/23	NATIONAL RURAL UTIL COOP CORP NOTES (CAL	63743HFH0	275,000.00	0.00	7,274.51	7,274.51			
		DTD 02/09/2023 4.450% 03/13/2026								
09/15/23	09/15/23	HART 2022-A A3	448977AD0	275,000.00	0.00	508.75	508.75			
		DTD 03/16/2022 2.220% 10/15/2026								
09/15/23	09/15/23	MBART 2022-1 A3	58768PAC8	865,000.00	0.00	3,755.54	3,755.54			
		DTD 11/22/2022 5.210% 08/16/2027								
09/15/23	09/15/23	AMXCA 2023-1 A	02582JJZ4	300,000.00	0.00	1,217.50	1,217.50			
		DTD 06/14/2023 4.870% 05/15/2028								
09/15/23	09/15/23	TAOT 2022-B A3	89238FAD5	285,000.00	0.00	695.88	695.88			
		DTD 04/13/2022 2.930% 09/15/2026								
09/15/23	09/15/23	WOART 2020-B A3	98163WAC0	40,071.02	0.00	21.04	21.04			
		DTD 06/24/2020 0.630% 05/15/2025								
09/15/23	09/15/23	TAOT 2020-C A3	89237VAB5	16,179.83	0.00	5.93	5.93			
		DTD 07/27/2020 0.440% 10/15/2024								
09/15/23	09/15/23	MBART 2020-1 A3	58769VAC4	24,964.50	0.00	11.44	11.44			
		DTD 06/23/2020 0.550% 02/18/2025								

# Managed Account Security Transactions & Interest

For the Month Ending September 30, 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											
09/15/23	09/15/23	COMET 2022-A1 A1		14041NFZ9	500,000.00	0.00	1,166.67	1,166.67			
		DTD 03/30/2022 2.800% 03/15/2027									
09/15/23	09/15/23	CARMX 2022-4 A3		14318UAD3	670,000.00	0.00	2,981.50	2,981.50			
		DTD 10/31/2022 5.340% 08/16/2027									
09/15/23	09/15/23	FORDO 2023-B A3		344930AD4	310,000.00	0.00	1,351.08	1,351.08			
		DTD 06/26/2023 5.230% 05/15/2028									
09/15/23	09/15/23	BACCT 2023-A1 A1		05522RDG0	270,000.00	0.00	1,077.75	1,077.75			
		DTD 06/16/2023 4.790% 05/15/2028									
09/15/23	09/15/23	CARMX 2020-1 A3		14315XAC2	11,115.69	0.00	17.51	17.51			
		DTD 01/22/2020 1.890% 12/16/2024									
09/15/23	09/15/23	COPAR 2021-1 A3		14044CAC6	251,450.04	0.00	161.35	161.35			
		DTD 10/27/2021 0.770% 09/15/2026									
09/15/23	09/15/23	CARMX 2022-3 A3		14318MAD1	565,000.00	0.00	1,869.21	1,869.21			
		DTD 07/20/2022 3.970% 04/15/2027									
09/15/23	09/15/23	KCOT 2022-2A A3		50117JAC7	670,000.00	0.00	2,283.58	2,283.58			
		DTD 07/21/2022 4.090% 12/15/2026									
09/15/23	09/15/23	FORDO 2022-A A3		345286AC2	247,235.44	0.00	265.78	265.78			
		DTD 01/24/2022 1.290% 06/15/2026									
09/15/23	09/15/23	HART 2022-C A3		44933DAD3	720,000.00	0.00	3,234.00	3,234.00			
		DTD 11/09/2022 5.390% 06/15/2027									
09/15/23	09/15/23	US TREASURY N/B NOTES		91282CCX7	2,000,000.00	0.00	3,750.00	3,750.00			
		DTD 09/15/2021 0.375% 09/15/2024									
09/15/23	09/15/23	US TREASURY N/B NOTES		91282CFK2	2,250,000.00	0.00	39,375.00	39,375.00			
		DTD 09/15/2022 3.500% 09/15/2025									
09/15/23	09/15/23	AMXCA 2022-2 A		02582JIT8	815,000.00	0.00	2,302.38	2,302.38			
		DTD 05/24/2022 3.390% 05/17/2027									
09/15/23	09/15/23	WOART 2021-D A3		98163KAC6	296,145.96	0.00	199.90	199.90			
		DTD 11/03/2021 0.810% 10/15/2026									
09/15/23	09/15/23	HART 2021-A A3		44933IAC7	97,111.67	0.00	30.75	30.75			
		DTD 04/28/2021 0.380% 09/15/2025									
09/15/23	09/15/23	KCOT 2021-2A A3		50117XAE2	306,141.30	0.00	142.87	142.87			
		DTD 07/28/2021 0.560% 11/17/2025									
09/15/23	09/15/23	CARMX 2022-2 A3		14317HAC5	390,000.00	0.00	1,134.25	1,134.25			
		DTD 04/28/2022 3.490% 02/16/2027									

Managed Account Security Transactions & Interest

For the Month Ending September 30, 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											
09/15/23	09/15/23	HAROT 2023-2 A3	DTD 05/30/2023 4.930% 11/15/2027	437927AC0	350,000.00	0.00	1,437.92	1,437.92			
09/15/23	09/15/23	TAOT 2023-B A3	DTD 05/23/2023 4.710% 02/15/2028	891941AD8	420,000.00	0.00	1,648.50	1,648.50			
09/15/23	09/15/23	TAOT 2023-A A3	DTD 01/30/2023 4.630% 09/15/2027	891940AC2	340,000.00	0.00	1,311.83	1,311.83			
09/15/23	09/15/23	HART 2023-B A3	DTD 07/19/2023 5.480% 04/17/2028	44933XAD9	170,000.00	0.00	776.33	776.33			
09/15/23	09/15/23	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			
09/15/23	09/15/23	AMXCA 2022-4 A	DTD 11/03/2022 4.950% 10/15/2027	02582JX9	270,000.00	0.00	1,113.75	1,113.75			
09/15/23	09/15/23	DCENT 2023-A1 A	DTD 04/11/2023 4.310% 03/15/2028	254683CY9	670,000.00	0.00	2,406.42	2,406.42			
09/15/23	09/15/23	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			
09/15/23	09/15/23	DCENT 2021-A1 A1	DTD 09/27/2021 0.580% 09/15/2026	254683CP8	265,000.00	0.00	128.08	128.08			
09/15/23	09/15/23	HOME DEPOT INC NOTES (CALLABLE)	DTD 09/19/2022 4.000% 09/15/2025	437076CR1	115,000.00	0.00	2,300.00	2,300.00			
09/15/23	09/15/23	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			
09/15/23	09/15/23	HDMOT 2023-A A3	DTD 02/23/2023 5.050% 12/15/2027	41285JAD0	360,000.00	0.00	1,515.00	1,515.00			
09/15/23	09/15/23	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			
09/15/23	09/15/23	HART 2020-B A3	DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	2,588.27	0.00	1.04	1.04			
09/15/23	09/15/23	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			
09/15/23	09/15/23	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			
09/15/23	09/15/23	CARMX 2021-2 A3	DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	128,431.01	0.00	55.65	55.65			



## Managed Account Security Transactions & Interest

For the Month Ending September 30, 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											
09/15/23	09/15/23	NAROT 2023-A A3	65480WAD3	500,000.00	0.00	2,045.83	2,045.83		2,045.83		
		DTD 04/26/2023 4.910% 11/15/2027									
09/15/23	09/15/23	HDMOT 2022-A A3	41284YAD8	505,000.00	0.00	1,287.75	1,287.75		1,287.75		
		DTD 04/20/2022 3.060% 02/15/2027									
09/15/23	09/15/23	KCOT 2021-1A A3	50117TAC5	151,686.79	0.00	78.37	78.37		78.37		
		DTD 04/14/2021 0.620% 08/15/2025									
09/15/23	09/15/23	HART 2021-C A3	44935FAD6	192,608.94	0.00	118.78	118.78		118.78		
		DTD 11/17/2021 0.740% 05/15/2026									
09/15/23	09/15/23	ALLYA 2022-2 A3	02008MAC3	945,000.00	0.00	3,748.50	3,748.50		3,748.50		
		DTD 10/12/2022 4.760% 05/17/2027									
09/15/23	09/15/23	COMET 2021-A3 A3	14041NFY2	500,000.00	0.00	433.33	433.33		433.33		
		DTD 11/30/2021 1.040% 11/15/2026									
09/15/23	09/15/23	DCENT 2022-A2 A	254683CS2	570,000.00	0.00	1,577.00	1,577.00		1,577.00		
		DTD 05/26/2022 3.320% 05/17/2027									
09/15/23	09/15/23	FITAT 2023-1 A3	31680EAD3	560,000.00	0.00	1,892.49	1,892.49		1,892.49		
		DTD 08/23/2023 5.530% 08/15/2028									
09/15/23	09/15/23	CARMX 2021-3 A3	14317DAC4	334,075.64	0.00	153.12	153.12		153.12		
		DTD 07/28/2021 0.550% 06/15/2026									
09/15/23	09/15/23	ABBOTT LABORATORIES CORP NOTE (CALLABLE)	002824BB5	325,000.00	0.00	4,793.75	4,793.75		4,793.75		
		DTD 03/10/2015 2.950% 03/15/2025									
09/15/23	09/15/23	FORDO 2023-A A3	344928AD8	275,000.00	0.00	1,065.63	1,065.63		1,065.63		
		DTD 03/31/2023 4.650% 02/15/2028									
09/15/23	09/15/23	TAOT 2022-C A3	89231CAD9	225,000.00	0.00	705.00	705.00		705.00		
		DTD 08/16/2022 3.760% 04/15/2027									
09/15/23	09/15/23	KCOT 2023-1A A3	50117KAC4	365,000.00	0.00	1,526.92	1,526.92		1,526.92		
		DTD 03/31/2023 5.020% 06/15/2027									
09/16/23	09/16/23	GMCAR 2022-3 A3	36265WAD5	340,000.00	0.00	1,031.33	1,031.33		1,031.33		
		DTD 07/13/2022 3.640% 04/16/2027									
09/16/23	09/16/23	GMCAR 2023-2 A3	362583AD8	295,000.00	0.00	1,098.88	1,098.88		1,098.88		
		DTD 04/12/2023 4.470% 02/16/2028									
09/16/23	09/16/23	GMCAR 2022-2 A3	362585AC5	245,000.00	0.00	632.92	632.92		632.92		
		DTD 04/13/2022 3.100% 02/16/2027									

## Managed Account Security Transactions & Interest

For the Month Ending September 30, 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
INTEREST										
09/16/23	09/16/23	GMCAR 2022-1 A3	380146AC4	215,000.00	0.00	225.75	225.75			
		DTD 01/19/2022 1.260% 11/16/2026								
09/16/23	09/16/23	GMCAR 2021-4 A3	362554AC1	160,072.43	0.00	90.71	90.71			
		DTD 10/21/2021 0.680% 09/16/2026								
09/16/23	09/16/23	GMCAR 2023-3 A3	36267KAD9	165,000.00	0.00	749.38	749.38			
		DTD 07/19/2023 5.450% 06/16/2028								
09/20/23	09/20/23	VZOT 2020-B A	92290BAA9	21,849.83	0.00	8.56	8.56			
		DTD 08/12/2020 0.470% 02/20/2025								
09/20/23	09/20/23	VWALT 2022-A A3	92868AAC9	165,000.00	0.00	473.00	473.00			
		DTD 06/14/2022 3.440% 07/21/2025								
09/21/23	09/21/23	HAROT 2021-4 A3	43815GAC3	247,288.45	0.00	181.34	181.34			
		DTD 11/24/2021 0.880% 01/21/2026								
09/23/23	09/23/23	INTER-AMERICAN DEVEL BK NOTES	4581X0DZ8	925,000.00	0.00	2,312.50	2,312.50			
		DTD 09/23/2021 0.500% 09/23/2024								
09/25/23	09/25/23	BMWOT 2023-A A3	05592XAD2	185,000.00	0.00	843.29	843.29			
		DTD 07/18/2023 5.470% 02/25/2028								
09/25/23	09/25/23	BMWOT 2022-A A3	05602RAD3	295,000.00	0.00	789.13	789.13			
		DTD 05/18/2022 3.210% 08/25/2026								
09/30/23	09/30/23	STATE STREET CORP NOTES (CALLABLE)	857477BM4	510,000.00	0.00	7,397.55	7,397.55			
		DTD 10/29/2020 2.901% 03/30/2026								
Transaction Type Sub-Total				36,546,968.21	0.00	202,507.44	202,507.44			
PAYDOWNS										
09/01/23	09/25/23	FNA 2016-M3 A2	3136ARTE8	428.54	428.54	0.00	428.54	14.51	0.00	
		DTD 03/31/2016 2.702% 02/01/2026								
09/01/23	09/25/23	FN BM4614	3140J9DU2	4,079.99	4,079.99	0.00	4,079.99	(267.75)	0.00	
		DTD 10/01/2018 3.000% 03/01/2033								
09/01/23	09/25/23	FHLMC MULTIFAMILY STRUCTURED POOL	3137FETM2	8,789.43	8,789.43	0.00	8,789.43	264.37	0.00	
		DTD 02/01/2018 3.350% 09/01/2028								
09/15/23	09/15/23	HART 2021-C A3	44935FAD6	12,666.81	12,666.81	0.00	12,666.81	2.83	0.00	
		DTD 11/17/2021 0.740% 05/15/2026								

Managed Account Security Transactions & Interest

For the Month Ending September 30, 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										
PAYDOWNS											
09/15/23	09/15/23	TAOT 2020-C A3		89237VAB5	10,701.32	10,701.32	0.00	10,701.32	0.82	0.00	
		DTD 07/27/2020 0.440%	10/15/2024								
09/15/23	09/15/23	HART 2020-B A3		44933FAC0	2,588.27	2,588.27	0.00	2,588.27	0.49	0.00	
		DTD 07/22/2020 0.480%	12/16/2024								
09/15/23	09/15/23	CARMX 2020-1 A3		14315XAC2	8,044.01	8,044.01	0.00	8,044.01	1.58	0.00	
		DTD 01/22/2020 1.890%	12/16/2024								
09/15/23	09/15/23	KCOT 2021-2A A3		50117XAE2	21,057.15	21,057.15	0.00	21,057.15	0.79	0.00	
		DTD 07/28/2021 0.560%	11/17/2025								
09/15/23	09/15/23	FORDO 2022-A A3		345286AC2	15,822.30	15,822.30	0.00	15,822.30	1.88	0.00	
		DTD 01/24/2022 1.290%	06/15/2026								
09/15/23	09/15/23	CARMX 2021-3 A3		14317DAC4	20,930.39	20,930.39	0.00	20,930.39	3.44	0.00	
		DTD 07/28/2021 0.550%	06/15/2026								
09/15/23	09/15/23	COPAR 2021-1 A3		14044CAC6	14,432.22	14,432.22	0.00	14,432.22	0.27	0.00	
		DTD 10/27/2021 0.770%	09/15/2026								
09/15/23	09/15/23	HART 2021-A A3		44933LAC7	10,222.48	10,222.48	0.00	10,222.48	1.07	0.00	
		DTD 04/28/2021 0.380%	09/15/2025								
09/15/23	09/15/23	CARMX 2021-2 A3		14314QAC8	10,542.52	10,542.52	0.00	10,542.52	2.27	0.00	
		DTD 04/21/2021 0.520%	02/17/2026								
09/15/23	09/15/23	WOART 2021-D A3		98163KAC6	17,217.74	17,217.74	0.00	17,217.74	2.35	0.00	
		DTD 11/03/2021 0.810%	10/15/2026								
09/15/23	09/15/23	WOART 2020-B A3		98163WAC0	8,978.90	8,978.90	0.00	8,978.90	0.70	0.00	
		DTD 06/24/2020 0.630%	05/15/2025								
09/15/23	09/15/23	MBART 2020-1 A3		58769VAC4	8,926.63	8,926.63	0.00	8,926.63	0.70	0.00	
		DTD 06/23/2020 0.550%	02/18/2025								
09/15/23	09/15/23	KCOT 2021-1A A3		50117TAC5	13,144.51	13,144.51	0.00	13,144.51	2.69	0.00	
		DTD 04/14/2021 0.620%	08/15/2025								
09/16/23	09/16/23	GMCAR 2021-4 A3		36255AC1	9,177.83	9,177.83	0.00	9,177.83	0.23	0.00	
		DTD 10/21/2021 0.680%	09/16/2026								
09/16/23	09/16/23	GMCAR 2022-1 A3		380146AC4	1,964.73	1,964.73	0.00	1,964.73	0.17	0.00	
		DTD 01/19/2022 1.260%	11/16/2026								
09/20/23	09/20/23	VZOT 2020-B A		92290BAA9	18,466.62	18,466.62	0.00	18,466.62	3.88	0.00	
		DTD 08/12/2020 0.470%	02/20/2025								
09/21/23	09/21/23	HAROT 2021-4 A3		43815GAC3	15,860.85	15,860.85	0.00	15,860.85	3.34	0.00	
		DTD 11/24/2021 0.880%	01/21/2026								

**Managed Account Security Transactions & Interest** For the Month Ending **September 30, 2023**

CITY OF ANTIOCH, CA - 04380500									
Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Sale
Transaction Type Sub-Total					234,043.24	234,043.24	0.00	234,043.24	0.00
<b>SELL</b>									
09/06/23	09/11/23		NY ST URBAN DEV CORP TXBL REV BONDS	650036DS2	640,000.00	624,051.20	1,939.91	625,991.11	FIFO
09/06/23	09/11/23		DTD 12/23/2020 0.620% 03/15/2024 US TREASURY N/B NOTES	91282CEX5	1,100,000.00	1,078,644.53	6,546.20	1,085,190.73	FIFO
09/06/23	09/11/23		DTD 06/30/2022 3.000% 06/30/2024 CA ST DEPT WTR RES WTR SYS TXBL REV BNDS	13067WRA2	450,000.00	444,933.00	517.50	445,450.50	FIFO
09/06/23	09/12/23		DTD 08/06/2020 0.414% 12/01/2023 US TREASURY N/B NOTES	91282CCL3	450,000.00	431,525.39	270.55	431,795.94	FIFO
09/08/23	09/15/23		DTD 07/15/2021 0.375% 07/15/2024 US TREASURY N/B NOTES	91282CCG4	25,000.00	24,054.69	15.71	24,070.40	FIFO
09/08/23	09/15/23		DTD 06/15/2021 0.250% 06/15/2024 US TREASURY N/B NOTES	91282CCG4	50,000.00	48,109.37	31.42	48,140.79	FIFO
09/11/23	09/11/23		DTD 06/15/2021 0.250% 06/15/2024 BANK OF NY MELLON CORP (CALLABLE) CORP N	06406RBC0	500,000.00	484,820.00	6,327.78	491,147.78	FIFO
DTD 04/26/2022 3.350% 04/25/2025									
<b>Transaction Type Sub-Total</b>					<b>3,215,000.00</b>	<b>3,136,138.18</b>	<b>15,649.07</b>	<b>3,151,787.25</b>	<b>(78,150.46)</b>
<b>Managed Account Sub-Total</b>						<b>(163,133.49)</b>	<b>210,934.19</b>	<b>47,800.70</b>	<b>(78,150.46)</b>
<b>Total Security Transactions</b>						<b>(\$163,133.49)</b>	<b>\$210,934.19</b>	<b>\$47,800.70</b>	<b>(\$78,150.46)</b>



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of March 12, 2024

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

**SUBMITTED BY:** Lauren Posada, City Treasurer *LP*

**SUBJECT:** Approval of Treasurer's Report for October of 2023

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### **RECOMMENDED ACTION**

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

### **FISCAL IMPACT**

There is no fiscal impact of this action.

### **DISCUSSION**

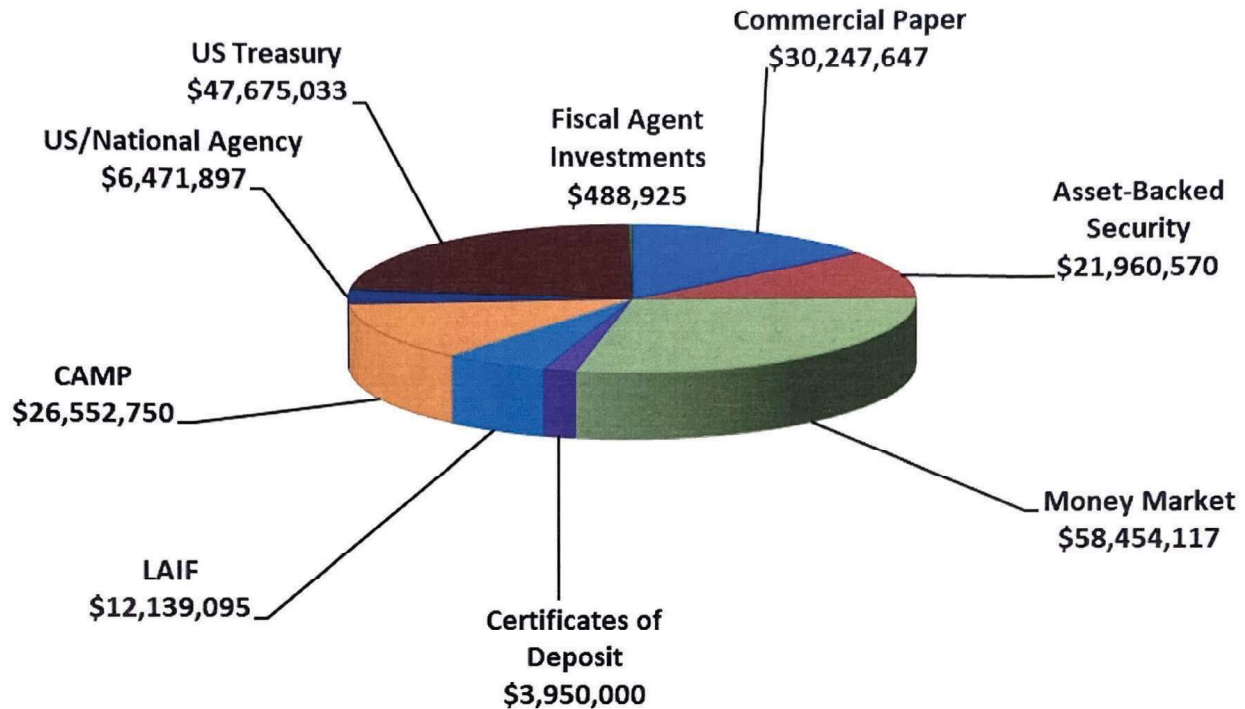
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting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

### **ATTACHMENTS**

A. City Treasurer's Report

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

**OCTOBER 31, 2023**



**Total of City and Fiscal Agent Investments = \$207,940,034**

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	50,750
Antioch Public Financing Authority 2015 Refunding Bonds (02 Lease Rev)	287,534
Antioch Development Agency 2009 Tax Allocation Bonds	150,641
	<u><u>\$488,925</u></u>





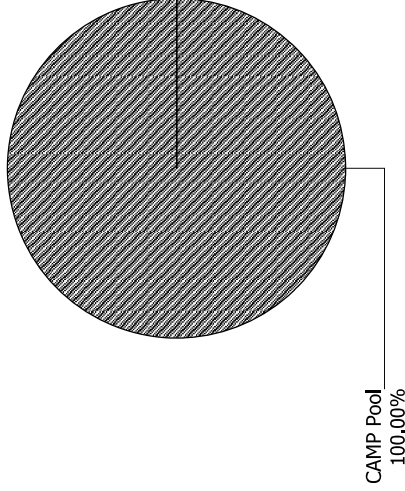
Account Statement - Transaction Summary

For the Month Ending October 31, 2023

City of Antioch - City of Antioch - 6090-001

CAMP Pool	
Opening Market Value	26,395,887.34
Purchases	124,575.70
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$26,520,463.04</b>
Cash Dividends and Income	124,575.70

Asset Summary		
	October 31, 2023	September 30, 2023
CAMP Pool	26,520,463.04	26,395,887.34
Total	\$26,520,463.04	\$26,395,887.34
Asset Allocation		





Account Statement - Transaction Summary

For the Month Ending October 31, 2023

City of Antioch - Investment Portfolio - 6090-002

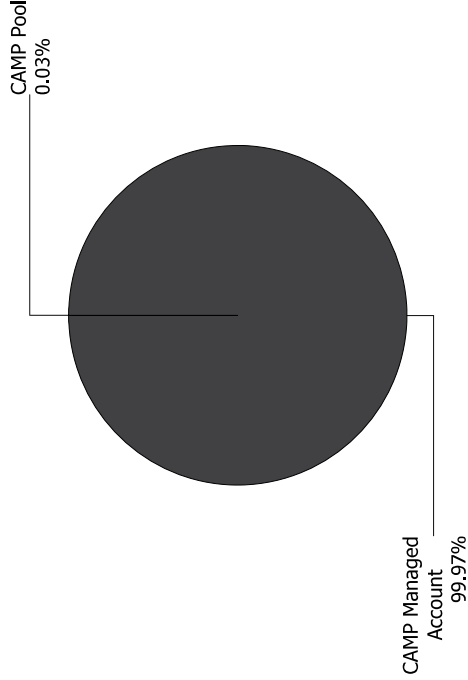
CAMP Pool	
Opening Market Value	0.00
Purchases	32,287.45
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00

<b>Closing Market Value</b>	<b>\$32,287.45</b>
Cash Dividends and Income	4.97

CAMP Managed Account	
Opening Market Value	108,005,093.26
Purchases	0.00
Redemptions	(698,282.52)
Unsettled Trades	0.00
Change in Value	50,262.72

<b>Closing Market Value</b>	<b>\$107,357,073.46</b>
Cash Dividends and Income	268,657.36

Asset Summary		October 31, 2023	September 30, 2023
CAMP Pool		32,287.45	0.00
CAMP Managed Account		107,357,073.46	108,005,093.26
Total		<b>\$107,389,360.91</b>	<b>\$108,005,093.26</b>
Asset Allocation			





## Managed Account Summary Statement

For the Month Ending October 31, 2023

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Summary - Money Market		Transaction Summary - Managed Account		Account Total
Opening Market Value	\$0.00	Opening Market Value	\$108,005,093.26	Opening Market Value
Purchases	32,287.45	Maturities/Calls	(698,282.52)	
Redemptions	0.00	Principal Dispositions	0.00	
		Principal Acquisitions	0.00	
		Unsettled Trades	0.00	
		Change in Current Value	50,262.72	
Closing Market Value	\$32,287.45	Closing Market Value	\$107,357,073.46	Closing Market Value
Dividend	4.97			\$107,389,360.91
Earnings Reconciliation (Cash Basis) - Managed Account				
Interest/Dividends/Coupons Received			268,463.26	
Less Purchased Interest Related to Interest/Coupons			0.00	
Plus Net Realized Gains/Losses			194.10	
Total Cash Basis Earnings			\$268,657.36	\$0.00
Earnings Reconciliation (Accrual Basis)				
Ending Amortized Value of Securities		Managed Account	Total	
Ending Accrued Interest		110,305,146.39	110,337,433.84	476,923.75
Plus Proceeds from Sales		748,319.05	748,319.05	0.00
Plus Proceeds of Maturities/Calls/Principal Payments		0.00	0.00	
Plus Coupons/Dividends Received		700,206.27	700,206.27	266,539.51
Less Cost of New Purchases		266,539.51	266,539.51	223,282.52
Less Beginning Amortized Value of Securities		0.00	(32,287.45)	0.00
Less Beginning Accrued Interest		(110,995,041.66)	(110,995,041.66)	(966,745.78)
Dividends		(721,406.07)	(721,406.07)	0.00
		0.00	4.97	
Total Accrual Basis Earnings		\$303,763.49	\$303,768.46	



## Portfolio Summary and Statistics

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

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

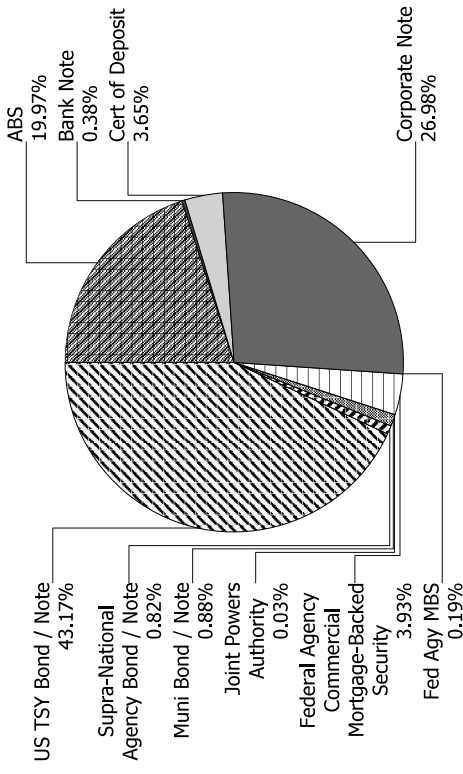
### Account Summary

Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	47,770,000.00	46,360,538.34	43.17
Supra-National Agency Bond / Note	925,000.00	883,927.23	0.82
Municipal Bond / Note	1,005,000.00	940,036.20	0.88
Federal Agency Mortgage-Backed Security	216,970.14	202,343.04	0.19
Federal Agency Commercial Mortgage-Backed Security	4,490,063.42	4,225,558.01	3.93
Corporate Note	29,875,000.00	28,977,149.32	26.98
Certificate of Deposit	3,950,000.00	3,920,884.25	3.65
Bank Note	425,000.00	405,889.88	0.38
Asset-Backed Security	21,962,608.89	21,440,747.19	19.97
<b>Managed Account Sub-Total</b>	<b>110,619,642.45</b>	<b>107,357,073.46</b>	<b>99.97%</b>
Accrued Interest		748,319.05	
<b>Total Portfolio</b>	<b>110,619,642.45</b>	<b>108,105,392.51</b>	
CAMP Pool	32,287.45	32,287.45	0.03
<b>Total Investments</b>	<b>110,651,929.90</b>	<b>108,137,679.96</b>	<b>100.00%</b>

### Unsettled Trades

0.00 0.00

### Sector Allocation



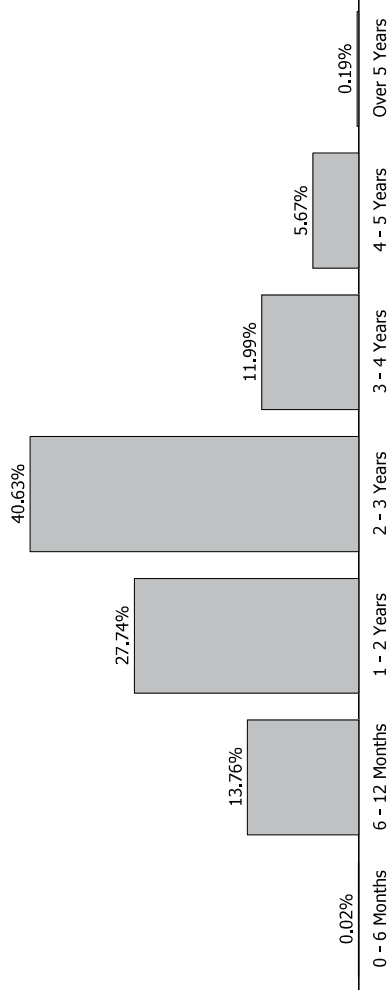


Portfolio Summary and Statistics

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

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Maturity Distribution



Characteristics

Yield to Maturity at Cost	3.30%
Yield to Maturity at Market	5.17%
Weighted Average Days to Maturity	804



## Managed Account Issuer Summary

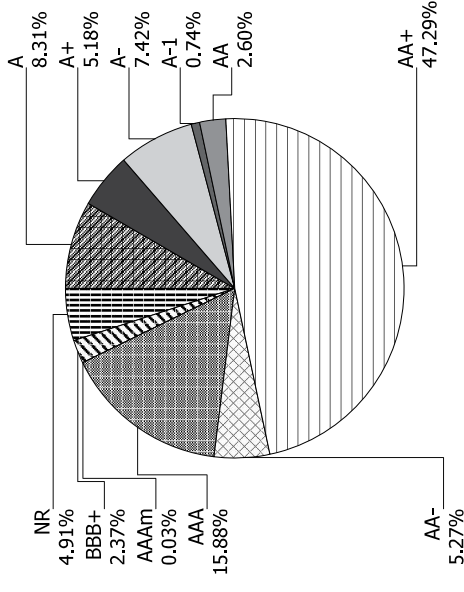
For the Month Ending October 31, 2023

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

### Issuer Summary

Issuer	Market Value of Holdings	Percent
ABBOTT LABORATORIES	314,383.23	0.29
ALLY AUTO RECEIVABLES TRUST	1,438,852.82	1.34
AMERICAN EXPRESS CO	2,047,792.20	1.91
AMERICAN HONDA FINANCE	421,262.13	0.39
ANZ BANKING GROUP LTD	440,073.41	0.41
BANK OF AMERICA CO	1,668,940.11	1.55
BMW FINANCIAL SERVICES NA LLC	952,120.99	0.89
BMW VEHICLE OWNER TRUST	472,252.00	0.44
BRISTOL-MYERS SQUIBB CO	227,985.25	0.21
BURLINGTON NORTHERN SANTA FE	217,557.00	0.20
CAMP Pool	32,287.45	0.03
CAPITAL ONE FINANCIAL CORP	1,884,985.69	1.76
CARNAX AUTO OWNER TRUST	1,981,375.60	1.85
CATERPILLAR INC	1,070,534.10	1.00
CHASE ISSURANCE	856,843.92	0.80
CINTAS CORPORATION NO. 2	338,727.55	0.32
CITIGROUP INC	766,366.90	0.71
COLGATE-PALMOLIVE COMPANY	567,661.28	0.53
COMCAST CORP	372,847.88	0.35
COMMONWEALTH BANK OF AUSTRALIA	439,448.24	0.41
CREDIT AGRICOLE SA	799,920.00	0.74
DEERE & COMPANY	741,912.20	0.69
DISCOVER FINANCIAL SERVICES	2,093,097.10	1.95
EXXON MOBIL CORP	217,064.93	0.20
FANNIE MAE	497,440.80	0.46
FIFTH THIRD AUTO TRUST	557,477.14	0.52
FLORIDA STATE BOARD OF ADMIN FIN CORP	755,414.10	0.70
FORD CREDIT AUTO OWNER TRUST	786,802.45	0.73
FREDDIE MAC	3,930,460.25	3.65
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	1,351,258.17	1.26
GOLDMAN SACHS GROUP INC	664,545.25	0.62
HARLEY-DAVIDSON MOTORCYCLE TRUST	833,399.47	0.78

### Credit Quality (S&P Ratings)





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

## Managed Account Issuer Summary

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Issuer	Market Value of Holdings	Percent
HERSHEY COMPANY	232,285.75	0.22
HOME DEPOT INC	188,933.09	0.18
HONDA AUTO RECEIVABLES	552,509.75	0.51
HONEYWELL INTERNATIONAL	328,801.20	0.31
HSBC HOLDINGS PLC	789,875.20	0.74
HYUNDAI AUTO RECEIVABLES	1,386,583.40	1.29
IBM CORP	778,386.40	0.72
INTEL CORPORATION	309,820.16	0.29
INTER-AMERICAN DEVELOPMENT BANK	883,927.23	0.82
JP MORGAN CHASE & CO	1,323,761.65	1.23
KUBOTA CREDIT OWNER TRUST	1,875,308.16	1.75
LOCKHEED MARTIN CORP	372,223.50	0.35
MERCEDES-BENZ AUTO RECEIVABLES	863,754.52	0.80
Mercedes-Benz Group AG	443,751.30	0.41
MORGAN STANLEY	775,029.92	0.72
NATIONAL AUSTRALIA BANK LTD	1,451,145.42	1.35
NATIONAL RURAL UTILITIES CO FINANCE CORP	832,346.96	0.78
NESTLE SA	785,112.31	0.73
NEW JERSEY TURNPIKE AUTHORITY	184,622.10	0.17
NISSAN AUTO RECEIVABLES	976,484.22	0.91
NORDEA BANK ABP	1,042,735.05	0.97
PACCAR FINANCIAL CORP	802,844.63	0.75
PEPSICO INC	783,492.38	0.73
PNC FINANCIAL SERVICES GROUP	747,459.89	0.70
PRAXAIR INC	830,902.61	0.77
RABOBANK NEDERLAND	1,959,814.54	1.82
ROCHE HOLDINGS INC	1,238,209.07	1.15
STATE STREET CORPORATION	1,414,752.66	1.32
THE BANK OF NEW YORK MELLON CORPORATION	953,385.93	0.89
TORONTO-DOMINION BANK	1,049,650.25	0.98
TOYOTA MOTOR CORP	2,274,482.72	2.12
TRUIST FIN CORP	757,354.69	0.71
UNILEVER PLC	264,087.73	0.25





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

**Managed Account Issuer Summary**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

<b>Issuer</b>	<b>Market Value of Holdings</b>	<b>Percent</b>
UNITED STATES TREASURY	46,360,538.34	43.16
UNITEDHEALTH GROUP INC	179,084.16	0.17
USAA CAPITAL CORP	505,758.75	0.47
VOLKSWAGEN AUTO LEASE TURST	162,813.55	0.15
WAL-MART STORES INC	293,032.20	0.27
WELLS FARGO & COMPANY	417,999.15	0.39
WORLD OMNI AUTO REC TRUST	275,210.76	0.26
<b>Total</b>	<b>\$107,389,360.91</b>	<b>100.00%</b>



## Managed Account Detail of Securities Held

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

### City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	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 06/15/2021 0.250% 06/15/2024	91282CCG4	AA+	Aaa	07/01/21	07/07/21	2,707,330.08	0.47	2,587.26	2,721,265.30	2,638,140.63
US TREASURY NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	AA+	Aaa	08/05/21	08/09/21	519,939.06	0.38	577.58	519,985.38	501,800.00
US TREASURY NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	AA+	Aaa	08/09/21	08/10/21	899,050.78	0.41	999.66	899,772.01	868,500.00
US TREASURY NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	AA+	Aaa	08/04/21	08/06/21	3,904,570.32	0.33	4,331.86	3,901,093.64	3,763,500.00
US TREASURY NOTES DTD 08/15/2021 0.375% 08/15/2024	91282CCT6	AA+	Aaa	09/01/21	09/03/21	1,098,796.88	0.41	874.32	1,099,678.27	1,056,859.32
US TREASURY NOTES DTD 09/15/2021 0.375% 09/15/2024	91282CCX7	AA+	Aaa	10/01/21	10/06/21	1,991,875.00	0.51	968.41	1,997,588.95	1,913,437.60
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	AA+	Aaa	05/04/21	05/06/21	3,109,570.31	0.44	123.63	3,031,391.81	2,885,156.40
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	AA+	Aaa	06/15/21	06/17/21	829,093.75	0.44	5,049.18	809,106.21	767,000.00
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	AA+	Aaa	06/02/21	06/07/21	1,814,941.41	0.42	11,045.08	1,770,166.55	1,677,812.50
US TREASURY NOTES DTD 12/15/2021 1.000% 12/15/2024	91282CDN8	AA+	Aaa	01/03/22	01/05/22	999,296.88	1.02	3,797.81	999,731.83	952,500.00
US TREASURY NOTES DTD 01/15/2022 1.125% 01/15/2025	91282CDS7	AA+	Aaa	02/01/22	02/03/22	1,438,898.44	1.39	4,831.69	1,445,454.24	1,379,312.50
US TREASURY NOTES DTD 07/15/2022 3.000% 07/15/2025	91282CEY3	AA+	Aaa	08/05/22	08/08/22	2,689,769.53	3.14	23,991.85	2,694,064.04	2,605,078.26
US TREASURY NOTES DTD 09/15/2022 3.500% 09/15/2025	91282CFK2	AA+	Aaa	10/06/22	10/11/22	2,204,912.11	4.23	10,168.27	2,221,177.46	2,185,312.50
US TREASURY NOTES DTD 11/15/2022 4.500% 11/15/2025	91282CFW6	AA+	Aaa	12/16/22	12/16/22	2,027,500.00	3.99	41,576.09	2,019,237.09	1,978,125.00



## Managed Account Detail of Securities Held

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

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Security Type / Description		CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Dated Date / Coupon / Maturity												
U.S. Treasury Bond / Note												
US TREASURY NOTES		91282CGE5	4,650,000.00	AA+	Aaa	01/30/23	02/01/23	4,639,283.20	3.96	53,370.75	4,641,994.68	4,539,562.50
DTD 01/15/2023 3.875% 01/15/2026												
US TREASURY NOTES		91282CGL9	2,700,000.00	AA+	Aaa	03/02/23	03/03/23	2,652,750.00	4.64	22,891.30	2,663,381.25	2,641,359.24
DTD 02/15/2023 4.000% 02/15/2026												
US TREASURY NOTES		91282CGV7	2,550,000.00	AA+	Aaa	05/01/23	05/03/23	2,544,123.05	3.83	4,441.60	2,545,115.26	2,478,281.25
DTD 04/15/2023 3.750% 04/15/2026												
US TREASURY NOTES		91282CHB0	4,350,000.00	AA+	Aaa	06/01/23	06/05/23	4,307,349.61	3.98	72,844.77	4,313,261.15	4,212,703.13
DTD 05/15/2023 3.625% 05/15/2026												
US TREASURY NOTES		91282CHH7	2,150,000.00	AA+	Aaa	06/29/23	06/29/23	2,129,003.91	4.48	33,681.86	2,131,429.52	2,107,000.00
DTD 06/15/2023 4.125% 06/15/2026												
US TREASURY NOTES		91282CHM6	3,025,000.00	AA+	Aaa	08/01/23	08/03/23	3,020,155.28	4.56	40,319.63	3,020,560.13	2,991,441.26
DTD 07/15/2023 4.500% 07/15/2026												
US TREASURY NOTES		91282CHU8	2,250,000.00	AA+	Aaa	09/06/23	09/11/23	2,228,554.69	4.73	20,864.47	2,229,577.81	2,217,656.25
DTD 08/15/2023 4.375% 08/15/2026												
Security Type Sub-Total		47,770,000.00						47,756,764.29	2.70	359,337.07	47,675,032.58	46,360,538.34
Supra-National Agency Bond / Note												
INTER-AMERICAN DEVEL BK NOTES		4581X0DZ8	925,000.00	AAA	Aaa	09/15/21	09/23/21	924,315.50	0.52	488.19	924,795.77	883,927.23
DTD 09/23/2021 0.500% 09/23/2024												
Security Type Sub-Total		925,000.00						924,315.50	0.52	488.19	924,795.77	883,927.23
Municipal Bond / Note												
NJ TURNPIKE AUTHORITY TXBL REV BONDS		646140DN0	195,000.00	AA-	A1	01/22/21	02/04/21	195,000.00	0.90	583.05	195,000.00	184,622.10
DTD 02/04/2021 0.897% 01/01/2025												
FL ST BOARD OF ADMIN TXBL REV BONDS		341271AD6	235,000.00	AA	Aa3	09/03/20	09/16/20	235,000.00	1.26	985.43	235,000.00	219,163.35
DTD 09/16/2020 1.258% 07/01/2025												
FL ST BOARD OF ADMIN TXBL REV BONDS		341271AD6	575,000.00	AA	Aa3	11/21/22	11/23/22	519,690.75	5.26	2,411.17	539,639.30	536,250.75
DTD 09/16/2020 1.258% 07/01/2025												



## Managed Account Detail of Securities Held

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

City of Antioch - Investment Portfolio - 6090-002 - (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
Security Type Sub-Total		1,005,000.00									
Federal Agency Mortgage-Backed Security											
FN BM4614	314039DU2	216,970.14	AA+	Aaa	08/03/21	08/17/21	231,208.80	2.35	542.43	228,485.41	202,343.04
DTD 10/01/2018 3.000% 03/01/2033											
Security Type Sub-Total		216,970.14									
Federal Agency Commercial Mortgage-Backed Security											
FHMS K053 A2	3137BN6G4	550,000.00	AA+	Aaa	08/04/22	08/09/22	543,662.11	3.36	1,372.71	546,013.94	523,829.29
DTD 03/29/2016 2.995% 12/01/2025											
FHMS K054 A2	3137BNGT5	1,125,000.00	AA+	Aaa	05/11/23	05/16/23	1,087,470.70	4.09	2,573.44	1,094,070.55	1,063,597.12
DTD 04/20/2016 2.745% 01/01/2026											
FNA 2016-M3 A2	3136ARTE8	313,273.16	AA+	Aaa	08/31/22	09/06/22	302,663.48	3.76	705.39	306,254.05	295,097.76
DTD 03/31/2016 2.702% 02/01/2026											
FHMS K057 A2	3137BRQJ7	575,000.00	AA+	Aaa	03/02/23	03/07/23	534,705.08	4.86	1,231.46	542,651.03	536,048.13
DTD 09/28/2016 2.570% 07/01/2026											
FHMS K057 A2	3137BRQJ7	575,000.00	AA+	Aaa	05/18/23	05/23/23	546,744.14	4.26	1,231.46	550,777.13	536,048.13
DTD 09/28/2016 2.570% 07/01/2026											
FHMS K058 A2	3137BSP72	855,000.00	AA+	Aaa	04/06/23	04/12/23	818,996.48	4.02	1,890.26	825,051.75	794,748.30
DTD 11/09/2016 2.653% 08/01/2026											
FHLMC MULTIFAMILY STRUCTURED POOL	3137FETM2	496,790.26	AA+	Aaa	12/08/22	12/13/22	481,847.74	3.94	1,386.87	484,158.14	476,189.28
DTD 02/01/2018 3.350% 09/01/2028											
Security Type Sub-Total		4,490,063.42									
Corporate Note											
HSBC USA INC CORPORATE NOTES	40428HTA0	800,000.00	A-	A2	05/17/22	05/24/22	799,968.00	3.75	13,083.33	799,991.03	789,875.20
DTD 05/24/2022 3.750% 05/24/2024											
AMERICAN EXPRESS CO CORP NOTES (CALLABLE)	025816CG2	400,000.00	BBB+	A2	11/19/21	11/23/21	414,320.00	1.14	2,527.78	403,647.83	389,975.60
DTD 07/30/2019 2.500% 07/30/2024											



## Managed Account Detail of Securities Held

For the Month Ending October 31, 2023

City of Antioch - Investment Portfolio - 6090-002 - (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												
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	137.37	98,923.02	96,031.90
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	240.40	175,000.00	168,055.83
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	337.40	204,995.20	197,025.71
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	3,453.59	464,913.68	457,479.09
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	232.69	250,000.00	249,346.00
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	2,119.79	498,404.29	473,756.50
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	2,057.43	326,800.66	313,308.78
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	546.88	124,504.39	118,930.50
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	940.62	214,997.27	204,560.46
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	1,365.00	353,690.93	333,319.35



Managed Account Detail of Securities Held

For the Month Ending October 31, 2023

City of Antioch - Investment Portfolio - 6090-002 - (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	346.01	295,000.00	288,746.59
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	427.50	119,945.92	114,084.72
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	730.31	204,836.28	194,894.73
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	931.22	229,147.54	217,064.93
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	191.25	59,988.42	57,350.52
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	557.81	175,157.12	167,272.35
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	3,911.33	1,295,000.00	1,238,209.07
ABBOTT LABORATORIES CORP NOTE (CALLABLE)	DTD 03/10/2015 2.950% 03/15/2025	002824BB5	325,000.00	AA-	Aa3	03/10/22	03/14/22	330,018.00	2.41	1,225.07	327,043.08	314,383.23
BURLINGTON 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	562.50	230,255.18	217,557.00
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	650.00	239,893.58	232,141.20



Managed Account Detail of Securities Held

For the Month Ending October 31, 2023

City of Antioch - Investment Portfolio - 6090-002 - (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												
PACCAR FINANCIAL CORP CORPORATE NOTES	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	950.00	499,937.97	481,106.00
HOME DEPOT INC (CALLABLE) CORPORATE NOTE	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	96.00	79,933.27	76,904.80
BANK OF NY MELLON (CALLABLE) CORP NOTES	04/24/2020 1.600% 04/24/2025	06406GRAN7	225,000.00	A	A1	03/09/21	03/11/21	230,337.00	1.01	70.00	226,842.97	210,663.68
BANK OF NY MELLON (CALLABLE) CORP NOTES	04/24/2020 1.600% 04/24/2025	06406GRAN7	250,000.00	A	A1	03/10/22	03/14/22	243,977.50	2.41	77.78	247,139.71	234,070.75
CINTAS CORPORATION NO. 2 CORP NOTE (CALL	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	2,501.25	144,787.38	140,329.98
CINTAS CORPORATION NO. 2 CORP NOTE (CALL	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	3,536.25	204,977.45	198,397.57
CITIGROUP INC (CALLABLE) CORPORATE NOTES	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	1,716.75	350,152.69	338,994.25
USAA CAPITAL CORP CORPORATE NOTES	05/26/2022 3.375% 05/01/2025	90327OD89	525,000.00	AA	Aa1	05/23/22	05/26/22	523,283.25	3.49	8,859.38	524,123.19	505,758.75
CATERPILLAR FINL SERVICE CORPORATE NOTES	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	1,190.00	74,996.17	72,671.33
CATERPILLAR FINL SERVICE CORPORATE NOTES	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	3,570.00	224,854.26	218,013.97





## Managed Account Detail of Securities Held

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

City of Antioch - Investment Portfolio - 6090-002 - (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												
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	937.50	245,169.19	232,285.75
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	1,968.75	345,458.88	328,801.20
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	2,042.83	595,000.00	574,814.63
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	7,127.64	486,364.32	455,822.83
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	7,800.14	565,000.00	547,343.19
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	847.17	64,839.72	62,679.43
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	1,107.83	84,988.06	81,965.42
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	1,303.33	99,756.33	96,429.90
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	2,987.19	224,881.62	219,083.40
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	5,454.58	481,983.14	460,200.43
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	2,450.00	224,765.64	217,739.03



## Managed Account Detail of Securities Held

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

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

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Corporate Note												
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	8,355.56	800,000.00	778,386.40
INTEL CORP NOTES (CALLABLE) DTD 07/29/2015 3.700% 07/29/2025		458140AS9	320,000.00	A	A2	01/30/23	02/01/23	312,761.60	4.67	3,025.78	314,935.51	309,820.16
BANK OF AMERICA CORP NOTES DTD 07/30/2015 3.875% 08/01/2025		06051GFS3	475,000.00	A-	A1	03/10/22	03/14/22	490,665.50	2.84	4,601.56	483,098.91	459,610.48
BMW US CAPITAL LLC CORPORATE NOTES DTD 08/11/2023 5.300% 08/11/2025		05565ECC7	525,000.00	A	A2	08/08/23	08/11/23	524,968.50	5.30	6,183.33	524,972.03	522,954.08
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	752.61	114,937.31	110,671.98
WALMART INC CORPORATE NOTES DTD 09/09/2022 3.900% 09/09/2025		931142EW9	300,000.00	AA	Aa2	09/06/22	09/09/22	299,790.00	3.93	1,690.00	299,870.09	293,032.20
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	2,150.56	394,918.93	386,127.91
COMMONWEALTH BK AUSTRIAN CORPORATE NOTES DTD 09/12/2023 5.499% 09/12/2025		20271RAS9	440,000.00	AA-	Aa3	09/05/23	09/12/23	440,000.00	5.50	3,293.29	440,000.00	439,448.24
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	587.78	114,974.07	112,028.29
LOCKHEED MARTIN CORP NOTES (CALLABLE) DTD 10/24/2022 4.950% 10/15/2025		539830BU2	175,000.00	A-	A2	10/19/22	10/24/22	174,501.25	5.05	385.00	174,672.39	173,704.30
UNITEDHEALTH GROUP INC CORPORATE NOTES DTD 10/28/2022 5.150% 10/15/2025		91324PEN8	180,000.00	A+	A2	10/25/22	10/28/22	179,983.80	5.15	412.00	179,989.32	179,084.16
LOCKHEED MARTIN CORP NOTES (CALLABLE) DTD 10/24/2022 4.950% 10/15/2025		539830BU2	200,000.00	A-	A2	11/01/22	11/03/22	200,098.00	4.93	440.00	200,064.02	198,519.20



## Managed Account Detail of Securities Held

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

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

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Corporate Note												
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	163.04	345,000.00	341,570.01
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	3,679.38	144,973.67	144,167.85
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	5,836.25	229,593.24	228,680.03
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	875.00	242,816.21	227,985.25
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	10,007.08	524,604.24	517,593.83
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	8,993.75	445,000.00	440,073.41
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	7,840.00	524,819.89	517,289.33
CITIGROUP INC CORPORATE NOTES	DTD 01/12/2016 3.700% 01/12/2026	172967KG5	450,000.00	BBB+	A3	04/27/23	05/01/23	438,070.50	4.76	5,041.25	440,294.44	427,372.65
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	13,757.89	915,000.00	903,802.23
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	927.56	225,000.00	211,963.28
PEPSICO INC CORP NOTES (CALLABLE)	DTD 02/15/2023 4.550% 02/13/2026	713448FO6	795,000.00	A+	A1	02/13/23	02/15/23	794,538.90	4.57	7,837.38	794,648.06	783,492.38



## Managed Account Detail of Securities Held

For the Month Ending October 31, 2023

City of Antioch - Investment Portfolio - 6090-002 - (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												
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	3,119.84	585,000.00	557,290.89
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	3,618.67	459,585.57	456,989.30
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	1,631.67	274,219.44	267,781.25
NESTLE HOLDINGS INC CORPORATE NOTES	DTD 03/14/2023 5.250% 03/13/2026	641062BK9	400,000.00	AA-	Aa3	03/07/23	03/14/23	399,868.00	5.26	2,800.00	399,895.97	398,984.40
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	1,274.02	514,670.62	487,145.88
BANK OF AMERICA CORP NOTES	DTD 04/19/2016 3.500% 04/19/2026	06051GFX2	425,000.00	A-	A1	05/10/23	05/12/23	412,288.25	4.60	495.83	414,337.77	400,667.48
WELLS FARGO & CO CORP NOTES	DTD 04/22/2016 3.000% 04/22/2026	949746RW3	450,000.00	BBB+	A1	03/28/23	03/30/23	423,396.00	5.11	337.50	428,531.36	417,999.15
CATERPILLAR FINL SERVICE CORPORATE NOTES	DTD 05/15/2023 4.350% 05/15/2026	14913UAA8	800,000.00	A	A2	05/08/23	05/15/23	799,624.00	4.37	16,046.67	799,682.32	779,848.80
TOYOTA MOTOR CREDIT CORP CORP NOTES	DTD 05/18/2023 4.450% 05/18/2026	89236TKT1	250,000.00	A+	A1	05/16/23	05/18/23	250,097.50	4.44	5,037.15	250,082.64	244,063.50
AMERICAN HONDA FINANCE CORPORATE NOTES	DTD 07/07/2023 5.250% 07/07/2026	02665WEK3	100,000.00	A-	A3	07/21/23	07/25/23	100,504.00	5.06	1,662.50	100,457.71	99,120.50
AMERICAN HONDA FINANCE CORPORATE NOTES	DTD 07/07/2023 5.250% 07/07/2026	02665WEK3	140,000.00	A-	A3	07/06/23	07/10/23	139,102.60	5.49	2,327.50	139,196.20	138,768.70



## Managed Account Detail of Securities Held

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

City of Antioch - Investment Portfolio - 6090-002 - (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 HONDA FINANCE CORPORATE NOTES	07/07/2023 5.250% 07/07/2026	02665WEK3	185,000.00	A-	A3	07/05/23	07/07/23	184,772.45	5.29	3,075.63	184,796.74	183,372.93
BANK OF NEW YORK MELLON CORP NOTES (CALL)	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	1,962.39	165,000.00	159,861.90
BANK OF NEW YORK MELLON CORP NOTES (CALL)	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	4,281.58	360,676.91	348,789.60
TRUIST FIN CORP NOTES (CALLABLE)	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	1,540.70	140,000.00	134,014.16
TRUIST FIN CORP NOTES (CALLABLE)	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	1,925.88	175,101.39	167,517.70
STATE STREET CORP NOTES (CALLABLE)	08/03/2023 5.272% 08/03/2026	857477CD3	300,000.00	A	A1	07/31/23	08/03/23	300,000.00	5.27	3,866.13	300,000.00	294,839.10
MERCEDES-BENZ FIN NA CORPORATE NOTES	08/03/2023 5.200% 08/03/2026	58769JAK3	450,000.00	A	A2	08/21/23	08/23/23	447,250.50	5.43	5,720.00	447,429.37	443,751.30
PACCAR FINANCIAL CORP CORPORATE NOTES	08/10/2023 5.050% 08/10/2026	69371RS56	325,000.00	A+	A1	08/03/23	08/10/23	324,837.50	5.07	3,692.81	324,849.81	321,738.63
BANK OF AMERICA NA CORPORATE NOTES	08/18/2023 5.526% 08/18/2026	06428CAA2	550,000.00	A+	Aa1	08/14/23	08/18/23	550,000.00	5.53	6,163.03	550,000.00	543,777.30
STATE STREET CORP NOTES (CALLABLE)	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	12,017.19	424,554.71	420,804.40
GOLDMAN SACHS GROUP INC CORP NOTES (CALL)	11/16/2016 3.500% 11/16/2026	38145GAH3	450,000.00	BBB+	A2	08/07/23	08/09/23	424,597.50	5.40	7,218.75	426,383.12	415,199.25
Security Type Sub-Total			29,875,000.00					29,867,945.95	3.60	279,821.14	29,826,721.36	28,977,149.32



## Managed Account Detail of Securities Held

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

City of Antioch - Investment Portfolio - 6090-002 - (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
Certificate of Deposit												
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 08/19/2022 4.100% 08/16/2024		22536AZR8	800,000.00	A-1	P-1	08/17/22	08/19/22	800,000.00	4.07	7,015.56	800,000.00	799,920.00
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	1,143.33	1,050,000.00	1,049,650.25
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	28,709.92	1,050,000.00	1,042,735.05
COOPERAT RABOBANK UA/NY CERT DEPOS DTD 07/20/2023 5.080% 07/17/2026		21684LGS5	1,050,000.00	A+	Aa2	07/17/23	07/20/23	1,050,000.00	5.08	14,964.83	1,050,000.00	1,028,578.95

<b>Security Type Sub-Total</b>			<b>3,950,000.00</b>					<b>3,950,000.00</b>	<b>5.13</b>	<b>51,833.64</b>	<b>3,950,000.00</b>	<b>3,920,884.25</b>
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### 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	5,755.21	420,925.80	405,889.88
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<b>Security Type Sub-Total</b>			<b>425,000.00</b>					<b>417,775.00</b>	<b>3.89</b>	<b>5,755.21</b>	<b>420,925.80</b>	<b>405,889.88</b>
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### Asset-Backed Security

MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025		58769VAC4	8,350.09	AAA	NR	06/16/20	06/23/20	8,349.43	0.55	2.04	8,349.91	8,333.10
WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025		98163WAC0	22,688.64	AAA	NR	06/16/20	06/24/20	22,686.86	0.63	6.35	22,688.08	22,566.16
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	164,992.72	162,813.55
KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025		50117TAC5	126,767.33	NR	Aaa	04/06/21	04/14/21	126,741.39	0.62	34.93	126,756.64	123,576.37
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025		44933LAC7	76,725.22	AAA	NR	04/20/21	04/28/21	76,717.15	0.38	12.96	76,721.77	75,298.91
KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025		50117XAE2	265,542.99	NR	Aaa	07/20/21	07/28/21	265,532.98	0.56	66.09	265,538.24	256,677.84





## Managed Account Detail of Securities Held

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

City of Antioch - Investment Portfolio - 6090-002 - (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												
HAROT 2021-4 A3	DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	216,606.64	NR	Aaa	11/16/21	11/24/21	216,560.97	0.89	52.95	216,582.23	208,620.89
CARMX 2021-2 A3	DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	108,299.88	AAA	NR	04/13/21	04/21/21	108,276.53	0.52	25.03	108,288.77	105,367.28
HART 2021-C A3	DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	167,797.01	AAA	NR	11/09/21	11/17/21	167,759.56	0.75	55.19	167,775.86	162,132.85
FORDO 2022-A A3	DTD 01/24/2022 1.290% 06/15/2026	345286AC2	217,807.63	AAA	NR	01/19/22	01/24/22	217,781.76	1.29	124.88	217,792.19	210,782.81
CARMX 2021-3 A3	DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	294,643.46	AAA	Aaa	07/21/21	07/28/21	294,594.98	0.55	72.02	294,617.44	283,099.12
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	294,989.89	287,951.54
COPAR 2021-1 A3	DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	223,112.30	AAA	Aaa	10/19/21	10/27/21	223,108.08	0.77	76.35	223,109.82	214,466.56
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	264,967.19	252,721.15
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	284,995.67	276,509.88
GMCAR 2021-4 A3	DTD 10/21/2021 0.680% 09/16/2026	362554AC1	142,239.09	AAA	Aaa	10/13/21	10/21/21	142,235.46	0.68	40.30	142,236.96	136,817.90
WOART 2021-D A3	DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	262,254.88	AAA	NR	10/26/21	11/03/21	262,219.16	0.81	94.41	262,233.55	252,644.60
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	274,993.17	265,734.40
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	504,953.26	483,853.13
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	499,957.77	475,720.10





## Managed Account Detail of Securities Held

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

City of Antioch - Investment Portfolio - 6090-002 - (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												
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	519,931.95	508,442.58
GMCAR 2022-1 A3	DTD 01/19/2022 1.260% 11/16/2026	380146AC4	201,375.08	AAA	NR	01/11/22	01/19/22	201,357.58	1.26	105.72	201,364.05	193,916.57
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	669,912.93	652,610.95
HDMOT 2022-A A3	DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	488,398.65	AAA	Aaa	04/12/22	04/20/22	488,317.33	3.06	664.22	488,343.18	478,126.31
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	244,965.20	238,047.41
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	389,959.34	380,713.98
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	499,974.39	480,077.65
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	224,972.16	218,779.11
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	564,990.28	549,600.93
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	339,998.29	330,843.83
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	739,915.00	714,721.38
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	494,921.73	484,414.92
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	569,967.02	549,668.10
AMXCA 2022-2 A	DTD 05/24/2022 3.390% 05/17/2027	02582JTT8	815,000.00	AAA	NR	05/17/22	05/24/22	814,819.72	3.39	1,227.93	814,871.85	786,880.30



Managed Account Detail of Securities Held

For the Month Ending October 31, 2023

City of Antioch - Investment Portfolio - 6090-002 - (04380500)												
Security Type/Description		CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Dated Date/Coupon/Maturity												
Asset-Backed Security												
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	944,990.97	930,410.24
KCOT 2023-1A A3	DTD 03/31/2023 5.020% 06/15/2027	50117KAC4	365,000.00	NR	Aaa	03/28/23	03/31/23	364,942.88	5.02	814.36	364,950.87	358,589.87
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	719,997.28	714,239.50
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	664,938.05	640,430.64
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	669,875.75	662,594.29
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	864,862.96	855,421.42
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	239,981.10	237,906.26
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	339,999.86	333,001.10
AMXCA 2022-4 A	DTD 11/03/2022 4.950% 10/15/2027	02582JX9	270,000.00	AAA	NR	10/27/22	11/03/22	269,986.61	4.95	594.00	269,989.30	267,069.12
HAROT 2023-2 A3	DTD 05/30/2023 4.930% 11/15/2027	437927AC0	350,000.00	AAA	Aaa	05/23/23	05/30/23	349,943.30	4.93	766.89	349,948.69	343,888.86
NAROT 2023-A A3	DTD 04/26/2023 4.910% 11/15/2027	65480WAD3	500,000.00	NR	Aaa	04/18/23	04/26/23	499,911.65	4.91	1,091.11	499,921.68	492,069.30
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	808.00	359,968.93	355,273.16
FORDO 2023-A A3	DTD 03/31/2023 4.650% 02/15/2028	344928AD8	275,000.00	AAA	NR	03/28/23	03/31/23	274,971.32	4.65	568.33	274,974.78	268,999.67
TAOT 2023-B A3	DTD 05/23/2023 4.710% 02/15/2028	891941AD8	420,000.00	NR	Aaa	05/16/23	05/23/23	419,976.52	4.71	879.20	419,978.72	411,820.12



Managed Account Detail of Securities Held

For the Month Ending October 31, 2023

City of Antioch - Investment Portfolio - 6090-002 - (04380500)												
Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P	Moody's	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value	
Asset-Backed Security												
GMCAR 2023-2 A3 DTD 04/12/2023 4.470% 02/16/2028		362583AD8	AAA	Aaa	04/04/23	04/12/23	294,991.89	4.47	549.44	294,992.82	287,840.59	
BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028		05592XAD2	AAA	NR	07/11/23	07/18/23	184,967.22	5.47	168.66	184,969.28	184,300.46	
DCENT 2023-A1 A DTD 04/11/2023 4.310% 03/15/2028		254683CY9	NR	Aaa	04/04/23	04/11/23	669,961.14	4.31	1,283.42	669,965.54	650,277.21	
HART 2023-B A3 DTD 07/19/2023 5.480% 04/17/2028		44933XAD9	AAA	NR	07/11/23	07/19/23	169,992.62	5.48	414.04	169,993.07	169,177.74	
BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028		05522RDG0	AAA	NR	06/08/23	06/16/23	269,938.87	4.79	574.80	269,943.57	264,884.85	
AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028		025821JZ4	AAA	NR	06/07/23	06/14/23	299,973.39	4.87	649.33	299,975.46	294,887.73	
FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028		344930AD4	AAA	NR	06/21/23	06/26/23	309,995.82	5.23	720.58	309,996.12	307,019.97	
GMCAR 2023-3 A3 DTD 07/19/2023 5.450% 06/16/2028		36267KAD9	AAA	Aaa	07/11/23	07/19/23	164,993.63	5.45	374.69	164,994.00	163,791.87	
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028		31680EAD3	AAA	Aaa	08/15/23	08/23/23	559,965.28	5.53	1,376.36	559,966.62	557,477.14	
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028		161571HT4	AAA	NR	09/07/23	09/15/23	864,760.22	5.17	1,983.73	864,765.66	856,843.92	
Security Type Sub-Total			21,962,608.89				21,959,909.70	3.80	36,170.13	21,960,569.58	21,440,747.19	
Managed Account Sub-Total			110,619,642.45				110,373,699.72	3.30	748,319.05	110,305,146.39	107,357,073.46	
Joint Powers Authority												
CAMP Pool			32,287.45	AAAm	NR		32,287.45		0.00	32,287.45	32,287.45	
Liquid Sub-Total			32,287.45				32,287.45		0.00	32,287.45	32,287.45	



**Managed Account Detail of Securities Held**

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

City of Antioch - Investment Portfolio - 6090-002 - (04380500)					
Securities Sub-Total	\$110,651,929.90	\$110,405,987.17	3.30%	\$748,319.05	\$110,337,433.84
Accrued Interest					\$107,389,360.91
Total Investments					\$748,319.05
					\$108,137,679.96



## Managed Account Security Transactions & Interest

For the Month Ending October 31, 2023

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L		Sale Method
Trade	Settle							Cost	Amort Cost	
INTEREST										
10/01/23	10/01/23	BMW US CAPITAL LLC CORP NOTES	05565EBZ7	240,000.00	0.00	3,900.00	3,900.00			
		DTD 04/01/2022 3.250% 04/01/2025								
10/01/23	10/01/23	BURLINGTN NORTH SANTA FE CORP NOTES (CAL	12189LAV3	225,000.00	0.00	3,375.00	3,375.00			
		DTD 03/09/2015 3.000% 04/01/2025								
10/01/23	10/25/23	FN BM4614	314039DU2	220,918.40	0.00	552.30	552.30			
		DTD 10/01/2018 3.000% 03/01/2033								
10/01/23	10/25/23	FHMS K058 A2	3137BSP72	855,000.00	0.00	1,890.26	1,890.26			
		DTD 11/09/2016 2.653% 08/01/2026								
10/01/23	10/25/23	FHLMC MULTIFAMILY STRUCTURED POOL	3137FETM2	506,318.55	0.00	1,413.47	1,413.47			
		DTD 02/01/2018 3.350% 09/01/2028								
10/01/23	10/25/23	FHMS K057 A2	3137BRQJ7	1,150,000.00	0.00	2,462.92	2,462.92			
		DTD 09/28/2016 2.570% 07/01/2026								
10/01/23	10/25/23	FNA 2016-M3 A2	3136ARTE8	317,416.49	0.00	714.72	714.72			
		DTD 03/31/2016 2.702% 02/01/2026								
10/01/23	10/25/23	FHMS K054 A2	3137BNGT5	1,125,000.00	0.00	2,573.44	2,573.44			
		DTD 04/20/2016 2.745% 01/01/2026								
10/01/23	10/25/23	FHMS K053 A2	3137BN6G4	550,000.00	0.00	1,372.71	1,372.71			
		DTD 03/29/2016 2.995% 12/01/2025								
10/07/23	10/07/23	PACCAR FINANCIAL CORP CORPORATE NOTES	69371RR73	500,000.00	0.00	7,125.00	7,125.00			
		DTD 04/07/2022 2.850% 04/07/2025								
10/15/23	10/15/23	US TREASURY NOTES	91282CGV7	2,550,000.00	0.00	47,812.50	47,812.50			
		DTD 04/15/2023 3.750% 04/15/2026								
10/15/23	10/15/23	NAROT 2023-A A3	65480WAD3	500,000.00	0.00	2,045.83	2,045.83			
		DTD 04/26/2023 4.910% 11/15/2027								
10/15/23	10/15/23	CARMX 2021-3 A3	14317DAC4	313,145.25	0.00	143.52	143.52			
		DTD 07/28/2021 0.550% 06/15/2026								
10/15/23	10/15/23	TAOT 2020-C A3	89237VAB5	5,478.51	0.00	2.01	2.01			
		DTD 07/27/2020 0.440% 10/15/2024								
10/15/23	10/15/23	WOART 2021-D A3	98163KAC6	278,928.22	0.00	188.28	188.28			
		DTD 11/03/2021 0.810% 10/15/2026								



## Managed Account Security Transactions & Interest

For the Month Ending October 31, 2023

City of Antioch - Investment Portfolio - 6090-002 - (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											
10/15/23	10/15/23	HART 2022-A A3		448977AD0	275,000.00	0.00	508.75	508.75			
		DTD 03/16/2022 2.220%	10/15/2026								
10/15/23	10/15/23	WOART 2020-B A3		98163WAC0	31,092.12	0.00	16.32	16.32			
		DTD 06/24/2020 0.630%	05/15/2025								
10/15/23	10/15/23	CHAIT 2023-A1 A		161571HT4	865,000.00	0.00	3,719.50	3,719.50			
		DTD 09/15/2023 5.160%	09/15/2028								
10/15/23	10/15/23	HOME DEPOT INC (CALLABLE)		437076CM2	80,000.00	0.00	1,080.00	1,080.00			
		CORPORATE NOTE									
		DTD 03/28/2022 2.700%	04/15/2025								
10/15/23	10/15/23	HAROT 2023-2 A3		437927AC0	350,000.00	0.00	1,437.92	1,437.92			
		DTD 05/30/2023 4.930%	11/15/2027								
10/15/23	10/15/23	COMET 2022-A2 A		14041NGA3	740,000.00	0.00	2,152.17	2,152.17			
		DTD 06/14/2022 3.490%	05/15/2027								
10/15/23	10/15/23	CARMX 2021-2 A3		14314QAC8	117,888.49	0.00	51.09	51.09			
		DTD 04/21/2021 0.520%	02/17/2026								
10/15/23	10/15/23	KCOT 2022-2A A3		50117JAC7	670,000.00	0.00	2,283.58	2,283.58			
		DTD 07/21/2022 4.090%	12/15/2026								
10/15/23	10/15/23	TAOT 2023-A A3		891940AC2	340,000.00	0.00	1,311.83	1,311.83			
		DTD 01/30/2023 4.630%	09/15/2027								
10/15/23	10/15/23	HART 2021-A A3		44933LAC7	86,889.19	0.00	27.51	27.51			
		DTD 04/28/2021 0.380%	09/15/2025								
10/15/23	10/15/23	BACCT 2023-A1 A1		05522RDG0	270,000.00	0.00	1,077.75	1,077.75			
		DTD 06/16/2023 4.790%	05/15/2028								
10/15/23	10/15/23	DCENT 2022-A2 A		254683CS2	570,000.00	0.00	1,577.00	1,577.00			
		DTD 05/26/2022 3.320%	05/17/2027								
10/15/23	10/15/23	KCOT 2022-1A A3		50117EAC8	505,000.00	0.00	1,123.63	1,123.63			
		DTD 03/23/2022 2.670%	10/15/2026								
10/15/23	10/15/23	HART 2023-B A3		44933XAD9	170,000.00	0.00	776.33	776.33			
		DTD 07/19/2023 5.480%	04/17/2028								
10/15/23	10/15/23	HART 2021-C A3		44935FAD6	179,942.13	0.00	110.96	110.96			
		DTD 11/17/2021 0.740%	05/15/2026								
10/15/23	10/15/23	FITAT 2023-1 A3		31680EAD3	560,000.00	0.00	2,580.67	2,580.67			
		DTD 08/23/2023 5.530%	08/15/2028								



## Managed Account Security Transactions & Interest

For the Month Ending October 31, 2023

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L		Sale Method
Trade	Settle							Cost	Amort Cost	
INTEREST										
10/15/23	10/15/23	UNITEDHEALTH GROUP INC CORPORATE NOTES	91324PEN8	180,000.00	0.00	4,635.00	4,635.00			
		DTD 10/28/2022 5.150% 10/15/2025								
10/15/23	10/15/23	TAOT 2023-B A3	891941AD8	420,000.00	0.00	1,648.50	1,648.50			
		DTD 05/23/2023 4.710% 02/15/2028								
10/15/23	10/15/23	DCENT 2023-A1 A	254683CY9	670,000.00	0.00	2,406.42	2,406.42			
		DTD 04/11/2023 4.310% 03/15/2028								
10/15/23	10/15/23	CARMX 2020-1 A3	14315XAC2	3,071.68	0.00	4.84	4.84			
		DTD 01/22/2020 1.890% 12/16/2024								
10/15/23	10/15/23	HDMOT 2023-A A3	41285JAD0	360,000.00	0.00	1,515.00	1,515.00			
		DTD 02/23/2023 5.050% 12/15/2027								
10/15/23	10/15/23	TAOT 2022-C A3	89231CAD9	225,000.00	0.00	705.00	705.00			
		DTD 08/16/2022 3.760% 04/15/2027								
10/15/23	10/15/23	ALLYA 2022-1 A3	02008JAC0	520,000.00	0.00	1,434.33	1,434.33			
		DTD 05/18/2022 3.310% 11/15/2026								
10/15/23	10/15/23	KCOT 2021-2A A3	50117XAE2	285,084.15	0.00	133.04	133.04			
		DTD 07/28/2021 0.560% 11/17/2025								
10/15/23	10/15/23	CARMX 2022-3 A3	14318MAD1	565,000.00	0.00	1,869.21	1,869.21			
		DTD 07/20/2022 3.970% 04/15/2027								
10/15/23	10/15/23	AMXCA 2022-4 A	02582JIX9	270,000.00	0.00	1,113.75	1,113.75			
		DTD 11/03/2022 4.950% 10/15/2027								
10/15/23	10/15/23	CARMX 2022-4 A3	14318UAD3	670,000.00	0.00	2,981.50	2,981.50			
		DTD 10/31/2022 5.340% 08/16/2027								
10/15/23	10/15/23	HDMOT 2022-A A3	41284YAD8	505,000.00	0.00	1,287.75	1,287.75			
		DTD 04/20/2022 3.060% 02/15/2027								
10/15/23	10/15/23	KCOT 2023-1A A3	50117KAC4	365,000.00	0.00	1,526.92	1,526.92			
		DTD 03/31/2023 5.020% 06/15/2027								
10/15/23	10/15/23	LOCKHEED MARTIN CORP NOTES (CALLABLE)	539830BU2	375,000.00	0.00	9,281.25	9,281.25			
		DTD 10/24/2022 4.950% 10/15/2025								
10/15/23	10/15/23	FORDO 2023-B A3	344930AD4	310,000.00	0.00	1,351.08	1,351.08			
		DTD 06/26/2023 5.230% 05/15/2028								
10/15/23	10/15/23	MBART 2022-1 A3	58768PAC8	865,000.00	0.00	3,755.54	3,755.54			
		DTD 11/22/2022 5.210% 08/16/2027								





## Managed Account Security Transactions & Interest

For the Month Ending October 31, 2023

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L		Sale Method
Trade	Settle							Cost	Amort Cost	
INTEREST										
10/15/23	10/15/23	FORDO 2022-A A3	345286AC2	231,413.14	0.00	248.77	248.77			
		DTD 01/24/2022 1.290% 06/15/2026								
10/15/23	10/15/23	COMET 2022-A1 A1	14041NFZ9	500,000.00	0.00	1,166.67	1,166.67			
		DTD 03/30/2022 2.800% 03/15/2027								
10/15/23	10/15/23	HART 2022-C A3	44933DAD3	720,000.00	0.00	3,234.00	3,234.00			
		DTD 11/09/2022 5.390% 06/15/2027								
10/15/23	10/15/23	CARMX 2022-2 A3	14317HAC5	390,000.00	0.00	1,134.25	1,134.25			
		DTD 04/28/2022 3.490% 02/16/2027								
10/15/23	10/15/23	NAROT 2022-B A3	65480JAC4	495,000.00	0.00	1,839.75	1,839.75			
		DTD 09/28/2022 4.460% 05/17/2027								
10/15/23	10/15/23	KCOT 2021-1A A3	50117TAC5	138,542.28	0.00	71.58	71.58			
		DTD 04/14/2021 0.620% 08/15/2025								
10/15/23	10/15/23	TAOT 2022-D A3	89239HAD0	240,000.00	0.00	1,060.00	1,060.00			
		DTD 11/08/2022 5.300% 09/15/2027								
10/15/23	10/15/23	FORDO 2023-A A3	344928AD8	275,000.00	0.00	1,065.63	1,065.63			
		DTD 03/31/2023 4.650% 02/15/2028								
10/15/23	10/15/23	MBART 2020-1 A3	58769VAC4	16,037.87	0.00	7.35	7.35			
		DTD 06/23/2020 0.550% 02/18/2025								
10/15/23	10/15/23	AMXCA 2023-1 A	02582JJZ4	300,000.00	0.00	1,217.50	1,217.50			
		DTD 06/14/2023 4.870% 05/15/2028								
10/15/23	10/15/23	AMXCA 2022-2 A	02582JJT8	815,000.00	0.00	2,302.38	2,302.38			
		DTD 05/24/2022 3.390% 05/17/2027								
10/15/23	10/15/23	COMET 2021-A3 A3	14041NFY2	500,000.00	0.00	433.33	433.33			
		DTD 11/30/2021 1.040% 11/15/2026								
10/15/23	10/15/23	TAOT 2022-B A3	89238FAD5	285,000.00	0.00	695.88	695.88			
		DTD 04/13/2022 2.930% 09/15/2026								
10/15/23	10/15/23	DCENT 2021-A1 A1	254683CP8	265,000.00	0.00	128.08	128.08			
		DTD 09/27/2021 0.580% 09/15/2026								
10/15/23	10/15/23	ALLYA 2022-2 A3	02008MAC3	945,000.00	0.00	3,748.50	3,748.50			
		DTD 10/12/2022 4.760% 05/17/2027								
10/15/23	10/15/23	DCENT 2022-A3 A3	254683CW3	665,000.00	0.00	1,972.83	1,972.83			
		DTD 08/09/2022 3.560% 07/15/2027								
10/15/23	10/15/23	COPAR 2021-1 A3	14044CAC6	237,017.82	0.00	152.09	152.09			
		DTD 10/27/2021 0.770% 09/15/2026								



## Managed Account Security Transactions & Interest

For the Month Ending October 31, 2023

City of Antioch - Investment Portfolio - 6090-002 - (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									
10/16/23	10/16/23	GMCAR 2023-2 A3		362583AD8	295,000.00	0.00	1,098.88	1,098.88			
		DTD 04/12/2023 4.470% 02/16/2028									
10/16/23	10/16/23	GMCAR 2021-4 A3		362554AC1	150,894.60	0.00	85.51	85.51			
		DTD 10/21/2021 0.680% 09/16/2026									
10/16/23	10/16/23	GMCAR 2022-1 A3		380146AC4	213,035.27	0.00	223.69	223.69			
		DTD 01/19/2022 1.260% 11/16/2026									
10/16/23	10/16/23	GMCAR 2022-3 A3		36265WAD5	340,000.00	0.00	1,031.33	1,031.33			
		DTD 07/13/2022 3.640% 04/16/2027									
10/16/23	10/16/23	GMCAR 2023-3 A3		36267KAD9	165,000.00	0.00	749.38	749.38			
		DTD 07/19/2023 5.450% 06/16/2028									
10/16/23	10/16/23	GMCAR 2022-2 A3		362585AC5	245,000.00	0.00	632.92	632.92			
		DTD 04/13/2022 3.100% 02/16/2027									
10/19/23	10/19/23	BANK OF AMERICA CORP NOTES		06051GFX2	425,000.00	0.00	7,437.50	7,437.50			
		DTD 04/19/2016 3.500% 04/19/2026									
10/20/23	10/20/23	VWALT 2022-A A3		92868AAC9	165,000.00	0.00	473.00	473.00			
		DTD 06/14/2022 3.440% 07/21/2025									
10/20/23	10/20/23	VZOT 2020-B A		92290BAA9	3,383.21	0.00	1.33	1.33			
		DTD 08/12/2020 0.470% 02/20/2025									
10/21/23	10/21/23	HAROT 2021-4 A3		43815GAC3	231,427.60	0.00	169.71	169.71			
		DTD 11/24/2021 0.880% 01/21/2026									
10/22/23	10/22/23	WELLS FARGO & CO CORP NOTES		949746RW3	450,000.00	0.00	6,750.00	6,750.00			
		DTD 04/22/2016 3.000% 04/22/2026									
10/24/23	10/24/23	BANK OF NY MELLON (CALLABLE) CORP NOTES		06406RAN7	475,000.00	0.00	3,800.00	3,800.00			
		DTD 04/24/2020 1.600% 04/24/2025									
10/25/23	10/25/23	BMWOT 2023-A A3		05592XAD2	185,000.00	0.00	843.29	843.29			
		DTD 07/18/2023 5.470% 02/25/2028									
10/25/23	10/25/23	BMWOT 2022-A A3		05602RAD3	295,000.00	0.00	789.13	789.13			
		DTD 05/18/2022 3.210% 08/25/2026									
10/25/23	10/25/23	TORONTO DOMINION BANK NY CERT DEPOS		89115B6K1	1,050,000.00	0.00	58,636.67	58,636.67			
		DTD 10/31/2022 5.600% 10/27/2025									



## Managed Account Security Transactions & Interest

For the Month Ending October 31, 2023

City of Antioch - Investment Portfolio - 6090-002 - (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											
	10/28/23	10/28/23	PNC FINANCIAL SERVICES CORP NOTE (CALLAB)	693475BH7	345,000.00	0.00	9,782.48	9,782.48			
			DTD 10/28/2022 5.671% 10/28/2025								
	10/31/23	10/31/23	US TREASURY NOTES	912828YM6	3,000,000.00	0.00	22,500.00	22,500.00			
			DTD 10/31/2019 1.500% 10/31/2024								
Transaction Type Sub-Total						36,787,924.97	0.00	266,539.51	266,539.51		
MATURITY											
	10/24/23	10/24/23	BANK OF AMERICA CORP NOTES (CALLED, OMD)	06051GJH3	475,000.00	475,000.00	1,923.75	476,923.75	0.00	0.00	
			DTD 10/21/2020 0.810% 10/24/2023								
Transaction Type Sub-Total						475,000.00	1,923.75	476,923.75	0.00	0.00	
PAYDOWNS											
	10/01/23	10/25/23	FN BM4614	314039DU2	3,948.26	3,948.26	0.00	3,948.26	(259.10)	0.00	
			DTD 10/01/2018 3.000% 03/01/2033								
	10/01/23	10/25/23	FNA 2016-M3 A2	3136ARTE8	4,143.33	4,143.33	0.00	4,143.33	140.32	0.00	
			DTD 03/31/2016 2.702% 02/01/2026								
	10/01/23	10/25/23	FHLMC MULTIFAMILY STRUCTURED POOL	3137FETM2	9,528.29	9,528.29	0.00	9,528.29	286.59	0.00	
			DTD 02/01/2018 3.350% 09/01/2028								
	10/15/23	10/15/23	MBART 2020-1 A3	58769VAC4	7,687.78	7,687.78	0.00	7,687.78	0.60	0.00	
			DTD 06/23/2020 0.550% 02/18/2025								
	10/15/23	10/15/23	KCOT 2021-2A A3	50117XAE2	19,541.16	19,541.16	0.00	19,541.16	0.74	0.00	
			DTD 07/28/2021 0.560% 11/17/2025								
	10/15/23	10/15/23	CARMX 2021-2 A3	14314QAC8	9,588.61	9,588.61	0.00	9,588.61	2.07	0.00	
			DTD 04/21/2021 0.520% 02/17/2026								
	10/15/23	10/15/23	HDMOT 2022-A A3	41284YAD8	16,601.35	16,601.35	0.00	16,601.35	2.76	0.00	
			DTD 04/20/2022 3.060% 02/15/2027								
	10/15/23	10/15/23	HART 2021-A A3	44933LAC7	10,163.97	10,163.97	0.00	10,163.97	1.07	0.00	
			DTD 04/28/2021 0.380% 09/15/2025								
	10/15/23	10/15/23	WOART 2020-B A3	98163WAC0	8,403.48	8,403.48	0.00	8,403.48	0.66	0.00	
			DTD 06/24/2020 0.630% 05/15/2025								



Managed Account Security Transactions & Interest

For the Month Ending October 31, 2023

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Type		Security Description		CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
PAYDOWNS											
10/15/23	10/15/23	CARMX 2021-3 A3	14317DAC4	18,501.79	18,501.79	0.00	0.00	18,501.79	3.04	0.00	
		DTD 07/28/2021 0.550% 06/15/2026									
10/15/23	10/15/23	KCOT 2021-1A A3	50117TAC5	11,774.95	11,774.95	0.00	0.00	11,774.95	2.41	0.00	
		DTD 04/14/2021 0.620% 08/15/2025									
10/15/23	10/15/23	COPAR 2021-1 A3	14044CAC6	13,905.52	13,905.52	0.00	0.00	13,905.52	0.26	0.00	
		DTD 10/27/2021 0.770% 09/15/2026									
10/15/23	10/15/23	FORDO 2022-A A3	345286AC2	13,605.51	13,605.51	0.00	0.00	13,605.51	1.62	0.00	
		DTD 01/24/2022 1.290% 06/15/2026									
10/15/23	10/15/23	CARMX 2020-1 A3	14315XAC2	3,071.68	3,071.68	0.00	0.00	3,071.68	0.60	0.00	
		DTD 01/22/2020 1.890% 12/16/2024									
10/15/23	10/15/23	TAOT 2020-C A3	89237VAB5	5,478.51	5,478.51	0.00	0.00	5,478.51	0.42	0.00	
		DTD 07/27/2020 0.440% 10/15/2024									
10/15/23	10/15/23	HART 2021-C A3	44935FAD6	12,145.12	12,145.12	0.00	0.00	12,145.12	2.71	0.00	
		DTD 11/17/2021 0.740% 05/15/2026									
10/15/23	10/15/23	WOART 2021-D A3	98163KAC6	16,673.34	16,673.34	0.00	0.00	16,673.34	2.27	0.00	
		DTD 11/03/2021 0.810% 10/15/2026									
10/16/23	10/16/23	GMCAR 2022-1 A3	380146AC4	11,660.19	11,660.19	0.00	0.00	11,660.19	1.01	0.00	
		DTD 01/19/2022 1.260% 11/16/2026									
10/16/23	10/16/23	GMCAR 2021-4 A3	362554AC1	8,655.51	8,655.51	0.00	0.00	8,655.51	0.22	0.00	
		DTD 10/21/2021 0.680% 09/16/2026									
10/20/23	10/20/23	VZOT 2020-B A	92290BAA9	3,383.21	3,383.21	0.00	0.00	3,383.21	0.71	0.00	
		DTD 08/12/2020 0.470% 02/20/2025									
10/21/23	10/21/23	HAROT 2021-4 A3	43815GAC3	14,820.96	14,820.96	0.00	0.00	14,820.96	3.12	0.00	
		DTD 11/24/2021 0.880% 01/21/2026									
Transaction Type Sub-Total				223,282.52	223,282.52	0.00	0.00	223,282.52	194.10	0.00	
Managed Account Sub-Total				698,282.52	698,282.52	268,463.26	268,463.26	966,745.78	194.10	0.00	
Total Security Transactions				\$698,282.52	\$698,282.52	\$268,463.26	\$268,463.26	\$966,745.78	\$194.10	\$0.00	



## Account Statement

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

City of Antioch - Investment Portfolio - 6090-002

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					
10/31/23	10/31/23	Individual Portfolio Interest 693475BH7 from 10/30/2023	1.00	9,782.48	9,782.48
10/31/23	10/31/23	Purchase - Interest 912828YM6	1.00	22,500.00	32,282.48
10/31/23	11/01/23	Accrual Income Div Reinvestment - Distributions	1.00	4.97	32,287.45

### Closing Balance

**32,287.45**

**Month of October**  
**Fiscal YTD July-October**

<b>Opening Balance</b>	0.00	0.00	<b>Closing Balance</b>	32,287.45
<b>Purchases</b>	32,287.45	32,287.45	<b>Average Monthly Balance</b>	1,041.53
<b>Redemptions (Excl. Checks)</b>	0.00	0.00	<b>Monthly Distribution Yield</b>	5.56%
<b>Check Disbursements</b>	0.00	0.00		

**Closing Balance** **32,287.45** **32,287.45**

**Cash Dividends and Income**

4.97

**4.97**



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of March 12, 2024

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

**SUBMITTED BY:** Lauren Posada, City Treasurer *LP*

**SUBJECT:** Approval of Treasurer's Report for November of 2023

---

### **RECOMMENDED ACTION**

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

### **FISCAL IMPACT**

There is no fiscal impact of this action.

### **DISCUSSION**

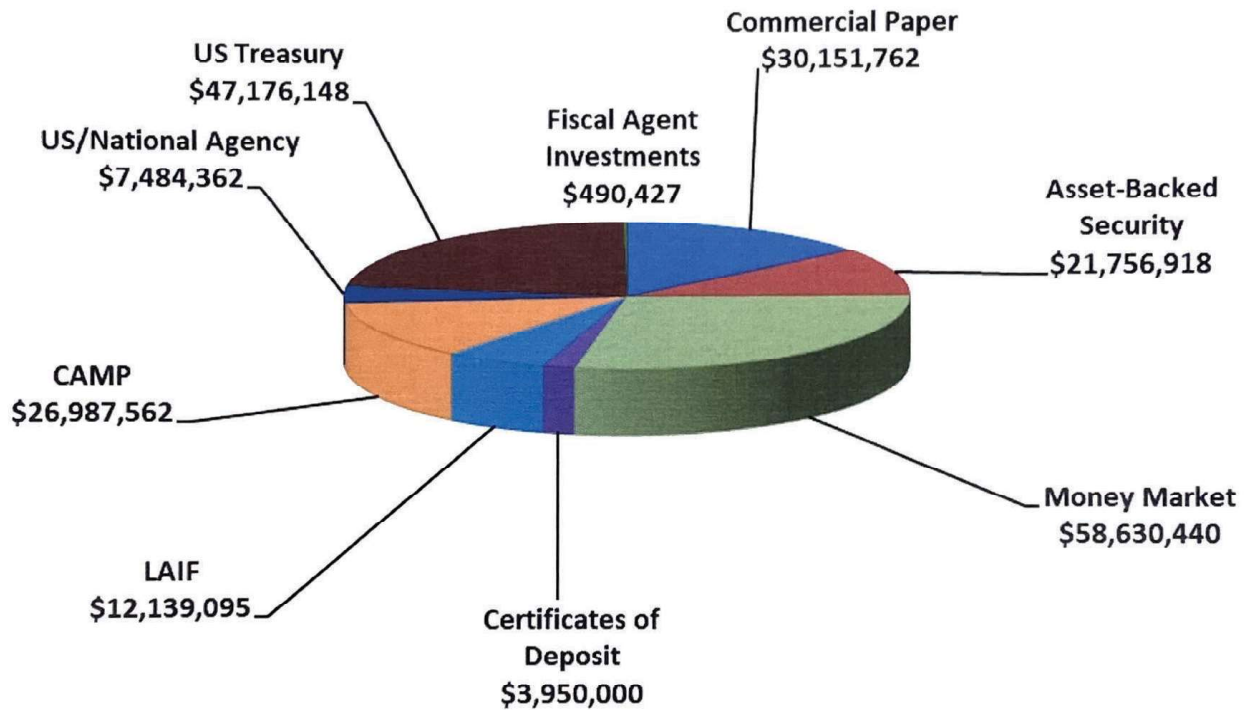
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting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

### **ATTACHMENTS**

A. City Treasurer's Report

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

**NOVEMBER 30, 2023**



**Total of City and Fiscal Agent Investments = \$208,766,714**

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	50,750
Antioch Public Financing Authority 2015 Refunding Bonds (02 Lease Rev)	289,036
Antioch Development Agency 2009 Tax Allocation Bonds	150,641
	<u><u>\$490,427</u></u>



# Account Statement

For the Month Ending November 30, 2023

## Consolidated Summary Statement

City of Antioch

### Portfolio Summary

Portfolio Holdings	Cash Dividends and Income	Closing Market Value	Current Yield
CAMP Pool	122,965.75	26,987,562.03	5.57 %
CAMP Managed Account	267,574.71	108,475,409.44	* N/A
<b>Total</b>	<b>\$390,540.46</b>	<b>\$135,462,971.47</b>	

\* Not Applicable

### Maturity Distribution (Fixed Income Holdings)

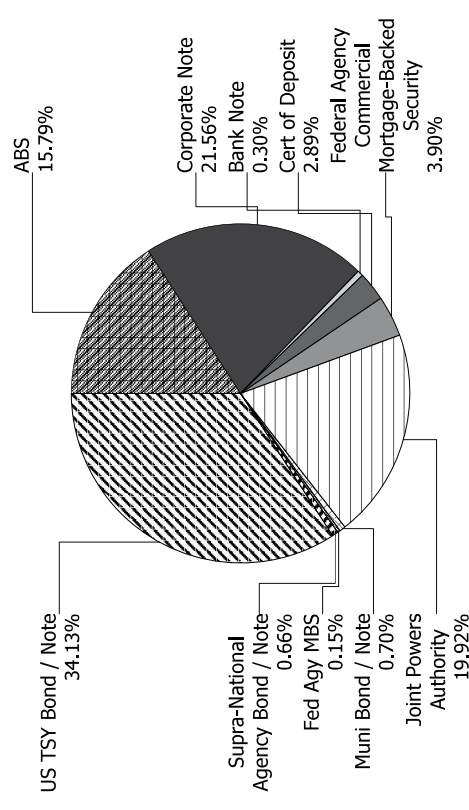
Portfolio Holdings	Closing Market Value	Percent
Under 30 days	26,987,562.03	19.91
31 to 60 days	0.00	0.00
61 to 90 days	0.00	0.00
91 to 180 days	792,862.40	0.58
181 days to 1 year	16,468,073.20	12.16
1 to 2 years	30,193,044.01	22.29
2 to 3 years	43,234,202.86	31.92
3 to 4 years	12,296,071.30	9.08
4 to 5 years	5,290,566.56	3.91
Over 5 years	200,589.11	0.15
<b>Total</b>	<b>\$135,462,971.47</b>	<b>100.00%</b>

Weighted Average Days to Maturity 629

### Investment Allocation

Investment Type	Closing Market Value	Percent
Asset-Backed Security	21,390,881.95	15.79
Corporate Note	29,206,589.51	21.56
Bank Note	408,699.13	0.30
Certificate of Deposit	3,921,245.05	2.89
Federal Agency Commercial Mortgage-Backed Security	5,283,592.01	3.90
Joint Powers Authority	26,987,562.03	19.92
Municipal Bond / Note	949,013.10	0.70
Federal Agency Mortgage-Backed Security	200,589.11	0.15
Supra-National Agency Bond / Note	890,118.25	0.66
U.S. Treasury Bond / Note	46,224,681.33	34.13
<b>Total</b>	<b>\$135,462,971.47</b>	<b>100.00%</b>

### Sector Allocation





Consolidated Summary Statement

Account Statement

For the Month Ending November 30, 2023

City of Antioch									
Account Number	Account Name	Opening Market Value	Purchases / Deposits	Redemptions / Sales / Maturities	Unsettled Trades	Change in Value	Closing Market Value	Cash Dividends and Income	
6090-001	City of Antioch	26,520,463.04	121,642.57	0.00	0.00	0.00	26,642,105.61	121,642.57	
6090-002	Investment Portfolio	107,389,360.91	4,470,989.01	(4,125,118.24)	234,485.35	851,148.83	108,820,865.86	268,897.89	
Total		\$133,909,823.95	\$4,592,631.58	(\$4,125,118.24)	\$234,485.35	\$851,148.83	\$135,462,971.47	\$390,540.46	





## Account Statement

For the Month Ending **November 30, 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
<b>CAMP Pool</b>					
<b>Opening Balance</b>					
11/30/23	12/01/23	Accrual Income Div Reinvestment - Distributions	1.00	121,642.57	<b>26,520,463.04</b>
<b>Closing Balance</b>					
					<b>26,642,105.61</b>

**Fiscal YTD  
July-November**

**Month of  
November**

Opening Balance	26,520,463.04	26,035,965.31	Closing Balance	26,642,105.61
Purchases	121,642.57	606,140.30	Average Monthly Balance	26,524,517.79
Redemptions (Excl. Checks)	0.00	0.00	Monthly Distribution Yield	5.58%
Check Disbursements	0.00	0.00		

**Closing Balance** **26,642,105.61** **26,642,105.61**

Cash Dividends and Income 121,642.57 606,140.30



## Account Statement - Transaction Summary

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002

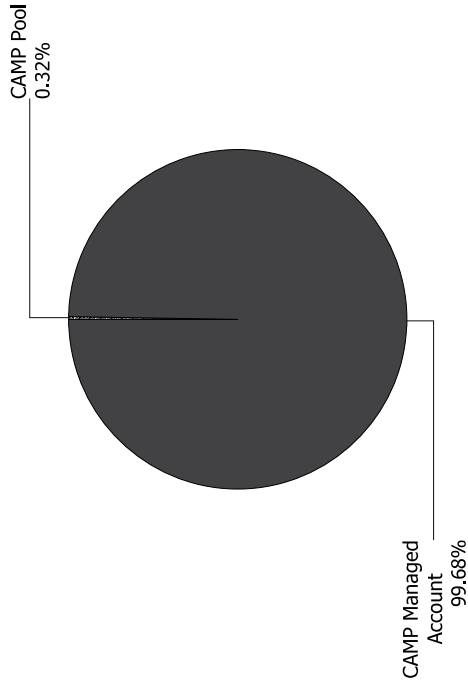
CAMP Pool	
Opening Market Value	32,287.45
Purchases	2,395,744.38
Redemptions	(2,082,575.41)
Unsettled Trades	0.00
Change in Value	0.00

<b>Closing Market Value</b>	<b>\$345,456.42</b>
Cash Dividends and Income	1,323.18

CAMP Managed Account	
Opening Market Value	107,357,073.46
Purchases	2,075,244.63
Redemptions	(2,042,542.83)
Unsettled Trades	234,485.35
Change in Value	851,148.83

<b>Closing Market Value</b>	<b>\$108,475,409.44</b>
Cash Dividends and Income	267,574.71

Asset Summary		
	November 30, 2023	October 31, 2023
CAMP Pool	345,456.42	32,287.45
CAMP Managed Account	108,475,409.44	107,357,073.46
Total	\$108,820,865.86	\$107,389,360.91
Asset Allocation		









## Portfolio Summary and Statistics

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

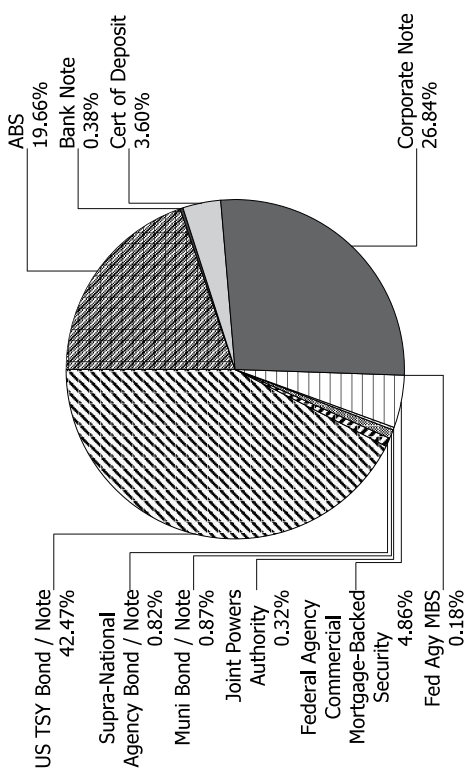
### Account Summary

Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	47,270,000.00	46,224,681.33	42.47
Supra-National Agency Bond / Note	925,000.00	890,118.25	0.82
Municipal Bond / Note	1,005,000.00	949,013.10	0.87
Federal Agency Mortgage-Backed Security	212,899.41	200,589.11	0.18
Federal Agency Commercial Mortgage-Backed Security	5,555,783.31	5,283,592.01	4.86
Corporate Note	29,780,000.00	29,206,589.51	26.84
Certificate of Deposit	3,950,000.00	3,921,245.05	3.60
Bank Note	425,000.00	408,699.13	0.38
Asset-Backed Security	21,758,897.48	21,390,881.95	19.66
<b>Managed Account Sub-Total</b>	<b>110,882,580.20</b>	<b>108,475,409.44</b>	<b>99.68%</b>
Accrued Interest		698,563.11	
<b>Total Portfolio</b>	<b>110,882,580.20</b>	<b>109,173,972.55</b>	
CAMP Pool	345,456.42	345,456.42	0.32
<b>Total Investments</b>	<b>111,228,036.62</b>	<b>109,519,428.97</b>	<b>100.00%</b>

### Unsettled Trades

235,000.00 235,510.42

### Sector Allocation



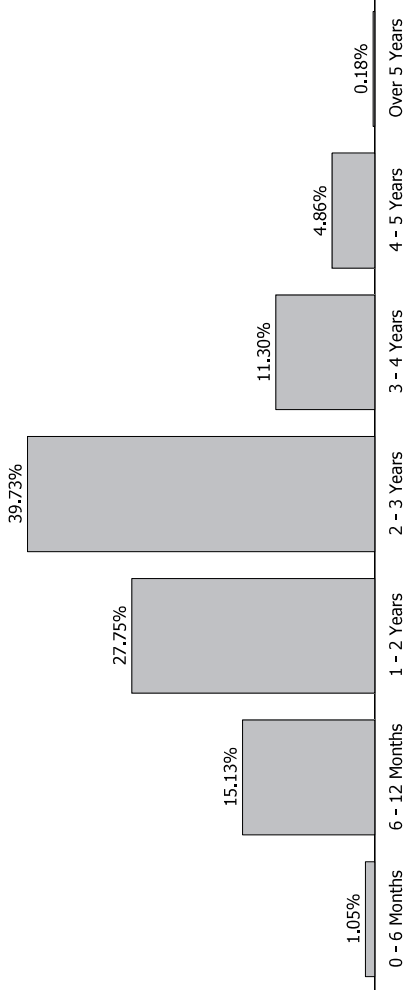


## Portfolio Summary and Statistics

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

### Maturity Distribution



### Characteristics

Yield to Maturity at Cost	3.38%
Yield to Maturity at Market	4.88%
Weighted Average Days to Maturity	785



## Managed Account Issuer Summary

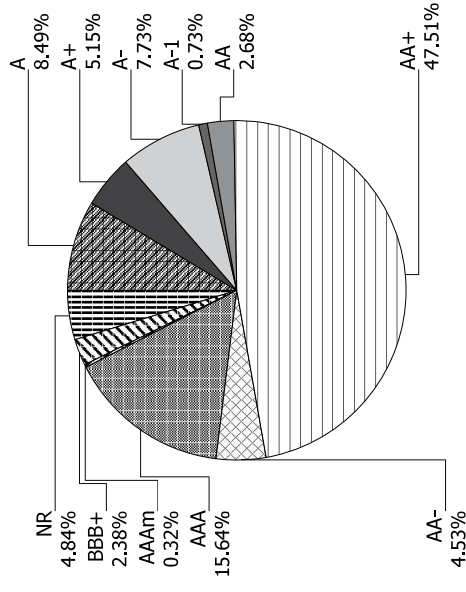
For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

### Issuer Summary

Issuer	Market Value of Holdings	Percent
ALLY AUTO RECEIVABLES TRUST	1,446,044.18	1.33
AMERICAN EXPRESS CO	2,063,233.82	1.90
AMERICAN HONDA FINANCE	805,928.31	0.74
ANZ BANKING GROUP LTD	444,600.84	0.41
BANK OF AMERICA CO	1,696,707.44	1.56
BMW FINANCIAL SERVICES NA LLC	958,120.93	0.88
BMW VEHICLE OWNER TRUST	475,113.96	0.44
BRISTOL-MYERS SQUIBB CO	230,725.25	0.21
CAMP Pool	345,456.42	0.32
CAPITAL ONE FINANCIAL CORP	1,883,734.80	1.73
CARMAX AUTO OWNER TRUST	1,965,738.99	1.81
CATERPILLAR INC	1,081,647.90	0.99
CHASE INSURANCE	866,651.80	0.80
CINTAS CORPORATION NO. 2	341,026.70	0.31
CITIGROUP INC	777,171.10	0.71
COLGATE-PALMOLIVE COMPANY	342,541.76	0.31
COMCAST CORP	376,016.25	0.35
COMMONWEALTH BANK OF AUSTRALIA	442,866.16	0.41
CREDIT AGRICOLE SA	799,720.00	0.73
DEERE & COMPANY	750,047.08	0.69
DISCOVER FINANCIAL SERVICES	2,111,115.22	1.94
EXXON MOBIL CORP	218,396.03	0.20
FANNIE MAE	498,201.79	0.46
FIFTH THIRD AUTO TRUST	561,434.16	0.52
FLORIDA STATE BOARD OF ADMIN FIN CORP	762,971.40	0.70
FORD CREDIT AUTO OWNER TRUST	779,001.10	0.72
FREDDIE MAC	4,985,979.33	4.58
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	1,340,810.11	1.23
GOLDMAN SACHS GROUP INC	678,791.25	0.62
HARLEY-DAVIDSON MOTORCYCLE TRUST	808,982.30	0.74
HERSHEY COMPANY	234,687.25	0.22
HOME DEPOT INC	426,043.80	0.39

### Credit Quality (S&P Ratings)





For the Month Ending **November 30, 2023**

## Managed Account Issuer Summary

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Issuer	Market Value of Holdings	Percent
HONDA AUTO RECEIVABLES	543,208.61	0.50
HONEYWELL INTERNATIONAL	331,176.65	0.30
HSBC HOLDINGS PLC	792,862.40	0.73
HYUNDAI AUTO RECEIVABLES	1,375,556.98	1.26
IBM CORP	784,057.60	0.72
INTEL CORPORATION	312,429.12	0.29
INTER-AMERICAN DEVELOPMENT BANK	890,118.25	0.82
JP MORGAN CHASE & CO	1,335,154.32	1.23
KUBOTA CREDIT OWNER TRUST	1,856,081.39	1.71
LOCKHEED MARTIN CORP	374,628.00	0.34
MERCEDES-BENZ AUTO RECEIVABLES	861,993.42	0.79
Mercedes-Benz Group AG	450,218.25	0.41
MORGAN STANLEY	779,551.79	0.72
NATIONAL AUSTRALIA BANK LTD	1,462,677.68	1.34
NATIONAL RURAL UTILITIES CO FINANCE CORP	839,453.79	0.77
NESTLE SA	791,899.94	0.73
NEW JERSEY TURNPIKE AUTHORITY	186,041.70	0.17
NISSAN AUTO RECEIVABLES	983,312.17	0.90
NORDEA BANK ABP	1,042,635.30	0.96
PACCAR FINANCIAL CORP	810,483.10	0.74
PEPSICO INC	790,736.42	0.73
PNC FINANCIAL SERVICES GROUP	751,392.12	0.69
PRAXAIR INC	834,455.78	0.77
RABOBANK NEDERLAND	1,967,213.53	1.81
ROCHE HOLDINGS INC	1,350,647.76	1.24
STATE STREET CORPORATION	1,432,901.63	1.32
THE BANK OF NEW YORK MELLON CORPORATION	964,462.60	0.89
TORONTO-DOMINION BANK	1,049,685.00	0.96
TOYOTA MOTOR CORP	2,292,290.90	2.11
TRUIST FIN CORP	766,510.41	0.70
UNILEVER PLC	265,389.85	0.24
UNITED STATES TREASURY	46,224,681.33	42.48
UNITEDHEALTH GROUP INC	180,746.64	0.17



For the Month Ending **November 30, 2023**

**Managed Account Issuer Summary**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

<b>Issuer</b>	<b>Market Value of Holdings</b>	<b>Percent</b>
USAA CAPITAL CORP	510,247.50	0.47
VOLKSWAGEN AUTO LEASE TURST	163,303.06	0.15
WAL-MART STORES INC	295,320.90	0.27
WELLS FARGO & COMPANY	425,974.05	0.39
WORLD OMNI AUTO REC TRUST	251,858.49	0.23
<b>Total</b>	<b>\$108,820,865.86</b>	<b>100.00%</b>



## Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	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 06/15/2021 0.250% 06/15/2024	91282CCG4	AA+	Aaa	07/01/21	07/07/21	2,707,330.08	0.47	3,145.66	2,721,758.87	2,652,191.27
US TREASURY NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	AA+	Aaa	08/05/21	08/09/21	519,939.06	0.38	736.55	519,987.08	504,400.00
US TREASURY NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	AA+	Aaa	08/09/21	08/10/21	899,050.78	0.41	1,274.80	899,798.62	873,000.00
US TREASURY NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	AA+	Aaa	08/04/21	08/06/21	3,403,984.38	0.33	4,815.90	3,400,842.14	3,298,000.00
US TREASURY NOTES DTD 08/15/2021 0.375% 08/15/2024	91282CCT6	AA+	Aaa	09/01/21	09/03/21	1,098,796.88	0.41	1,210.60	1,099,711.79	1,062,703.18
US TREASURY NOTES DTD 09/15/2021 0.375% 09/15/2024	91282CCX7	AA+	Aaa	10/01/21	10/06/21	1,991,875.00	0.51	1,586.54	1,997,815.70	1,924,687.60
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	AA+	Aaa	05/04/21	05/06/21	3,109,570.31	0.44	3,832.42	3,028,811.66	2,900,156.40
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	AA+	Aaa	06/15/21	06/17/21	829,093.75	0.44	32.79	808,414.59	771,124.96
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	AA+	Aaa	06/02/21	06/07/21	1,814,941.41	0.42	71.72	1,768,634.92	1,686,835.85
US TREASURY NOTES DTD 12/15/2021 1.000% 12/15/2024	91282CDN8	AA+	Aaa	01/03/22	01/05/22	999,296.88	1.02	4,617.49	999,751.46	957,812.50
US TREASURY NOTES DTD 01/15/2022 1.125% 01/15/2025	91282CDS7	AA+	Aaa	02/01/22	02/03/22	1,438,898.44	1.39	6,161.51	1,445,763.47	1,387,015.63
US TREASURY NOTES DTD 07/15/2022 3.000% 07/15/2025	91282CEY3	AA+	Aaa	08/05/22	08/08/22	2,689,769.53	3.14	30,595.11	2,694,350.34	2,621,531.25
US TREASURY NOTES DTD 09/15/2022 3.500% 09/15/2025	91282CFK2	AA+	Aaa	10/06/22	10/11/22	2,204,912.11	4.23	16,658.65	2,222,441.61	2,200,078.13
US TREASURY NOTES DTD 11/15/2022 4.500% 11/15/2025	91282CFW6	AA+	Aaa	12/16/22	12/16/22	2,027,500.00	3.99	3,956.04	2,018,462.44	1,991,562.40



## Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (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 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	68,059.95	4,642,292.64	4,577,343.75
US TREASURY NOTES	DTD 02/15/2023 4.000% 02/15/2026	91282CGL9	2,700,000.00	AA+	Aaa	03/02/23	03/03/23	2,652,750.00	4.64	31,695.65	2,664,693.75	2,663,718.75
US TREASURY NOTES	DTD 04/15/2023 3.750% 04/15/2026	91282CGV7	2,550,000.00	AA+	Aaa	05/01/23	05/03/23	2,544,123.05	3.83	12,279.71	2,545,278.81	2,502,585.81
US TREASURY NOTES	DTD 05/15/2023 3.625% 05/15/2026	91282CHB0	4,350,000.00	AA+	Aaa	06/01/23	06/05/23	4,307,349.61	3.98	6,931.32	4,314,451.40	4,256,883.03
US TREASURY NOTES	DTD 06/15/2023 4.125% 06/15/2026	91282CHH7	2,150,000.00	AA+	Aaa	06/29/23	06/29/23	2,129,003.91	4.48	40,951.33	2,132,011.67	2,128,500.00
US TREASURY NOTES	DTD 07/15/2023 4.500% 07/15/2026	91282CHM6	3,025,000.00	AA+	Aaa	08/01/23	08/03/23	3,020,155.28	4.56	51,416.78	3,020,695.08	3,022,636.87
US TREASURY NOTES	DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	2,250,000.00	AA+	Aaa	09/06/23	09/11/23	2,228,554.69	4.73	28,889.27	2,230,179.64	2,241,913.95
Security Type Sub-Total			47,270,000.00					47,256,178.35	2.73	318,919.79	47,176,147.68	46,224,681.33
Supra-National Agency Bond / Note												
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	873.61	924,814.51	890,118.25
Security Type Sub-Total			925,000.00					924,315.50	0.52	873.61	924,814.51	890,118.25
Municipal Bond / Note												
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	728.81	195,000.00	186,041.70
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	1,231.79	235,000.00	221,355.90
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	3,013.96	541,384.07	541,615.50





## Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total							949,690.75	3.47	4,974.56	971,384.07	949,013.10

### Federal Agency Mortgage-Backed Security

FN BM4614		314039DU2	AA+	Aaa	08/03/21	08/17/21	226,870.93	2.35	532.25	224,099.17	200,589.11
DTD 10/01/2018 3.000% 03/01/2033											

Security Type Sub-Total							226,870.93	2.35	532.25	224,099.17	200,589.11
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### Federal Agency Commercial Mortgage-Backed Security

FHMS K053 A2		3137BN6G4	AA+	Aaa	08/04/22	08/09/22	543,662.11	3.36	1,372.71	546,171.08	526,907.28
DTD 03/29/2016 2.995% 12/01/2025											
FHMS K054 A2		3137BNGT5	AA+	Aaa	05/11/23	05/16/23	1,087,470.70	4.09	2,573.44	1,095,242.12	1,073,276.26
DTD 04/20/2016 2.745% 01/01/2026											
FNA 2016-M3 A2		3136ARTE8	AA+	Aaa	08/31/22	09/06/22	302,252.24	3.76	704.43	306,093.45	297,612.68
DTD 03/31/2016 2.702% 02/01/2026											
FHMS K057 A2		3137BRQJ7	AA+	Aaa	03/02/23	03/07/23	534,705.08	4.86	1,231.46	543,648.42	542,403.44
DTD 09/28/2016 2.570% 07/01/2026											
FHMS K057 A2		3137BRQJ7	AA+	Aaa	05/18/23	05/23/23	546,744.14	4.26	1,231.46	551,523.99	542,403.43
DTD 09/28/2016 2.570% 07/01/2026											
FHMS K058 A2		3137BSP72	AA+	Aaa	04/06/23	04/12/23	818,996.48	4.02	1,890.26	825,946.62	805,126.22
DTD 11/09/2016 2.653% 08/01/2026											
FHMS K061 A2		3137BTUM1	AA+	Aaa	11/27/23	11/30/23	476,425.78	5.09	1,394.58	476,447.87	478,720.04
DTD 01/30/2017 3.347% 11/01/2026											
FHLMC MULTIFAMILY STRUCTURED P		3137F1G44	AA+	Aaa	11/22/23	11/28/23	543,172.85	5.05	1,553.94	543,251.11	545,683.41
DTD 07/01/2017 3.243% 04/01/2027											
FHLMC MULTIFAMILY STRUCTURED POOL		3137FETM2	AA+	Aaa	12/08/22	12/13/22	473,259.62	3.94	1,362.15	475,739.61	471,459.25
DTD 02/01/2018 3.350% 09/01/2028											

Security Type Sub-Total							5,326,689.00	4.26	13,314.43	5,364,064.27	5,283,592.01
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### Corporate Note



Managed Account Detail of Securities Held

For the Month Ending November 30, 2023

City of Antioch - Investment Portfolio - 6090-002 - (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												
HSBC USA INC CORPORATE NOTES DTD 05/24/2022 3.750% 05/24/2024		40428HTA0	800,000.00	A-	A2	05/17/22	05/24/22	799,968.00	3.75	583.33	799,992.34	792,862.40
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	3,361.11	403,195.62	391,695.60
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	189.54	99,036.38	96,505.40
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	331.69	175,000.00	168,884.45
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	465.52	204,995.71	198,190.52
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	4,955.16	464,922.46	458,738.78
GOLDMAN SACHS GROUP INC (CALLABLE) CORP DTD 06/10/2021 5.853% 09/10/2024		38141GYE8	250,000.00	BBB+	A2	06/07/21	06/10/21	250,000.00	5.86	3,292.31	250,000.00	249,081.75
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	2,692.71	498,514.09	479,270.00
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	2,775.14	326,654.66	315,174.60
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	742.19	124,536.44	119,869.50



## Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (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												
NATIONAL RURAL UTIL COOP CORPORATE NOTES	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	1,276.56	214,997.45	206,175.54
TOYOTA MOTOR CREDIT CORP CORP NOTES	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	1,890.00	353,455.34	335,984.95
JPMORGAN CHASE & CO CORP NOTES (CALLABLE)	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	484.41	295,000.00	291,510.15
AMERICAN EXPRESS CO CORP NOTES (CALLABLE)	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	652.50	119,949.24	115,188.48
AMERICAN EXPRESS CO CORP NOTES (CALLABLE)	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	1,114.69	204,846.32	196,780.32
EXXON MOBIL CORP CORPORATE NT (CALLABLE)	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	1,439.16	228,837.25	218,396.03
JOHN DEERE CAPITAL CORP CORPORATE NOTES	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	297.50	59,989.12	57,800.10
JOHN DEERE CAPITAL CORP CORPORATE NOTES	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	867.71	175,147.54	168,583.63
ROCHE HOLDINGS INC (CALLABLE) CORPORATE	03/10/2022 2.132% 03/10/2025	771196BT8	695,000.00	AA	Aa2	03/03/22	03/10/22	695,000.00	2.13	3,333.92	695,000.00	669,526.86
BMW US CAPITAL LLC CORP NOTES	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	1,300.00	239,899.76	233,716.08



## Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (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												
PACCAR FINANCIAL CORP CORPORATE NOTES	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	2,137.50	499,941.52	484,557.50
HOME DEPOT INC (CALLABLE) CORPORATE NOTE	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	276.00	79,937.04	77,523.68
BANK OF NY MELLON (CALLABLE) CORP NOTES	04/24/2020 1.600% 04/24/2025	06406GRAN7	225,000.00	A	A1	03/09/21	03/11/21	230,337.00	1.01	370.00	226,734.34	213,759.90
BANK OF NY MELLON (CALLABLE) CORP NOTES	04/24/2020 1.600% 04/24/2025	06406GRAN7	250,000.00	A	A1	03/10/22	03/14/22	243,977.50	2.41	411.11	247,298.61	237,511.00
CINTAS CORPORATION NO. 2 CORP NOTE (CALL	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	416.87	144,799.04	141,282.49
CINTAS CORPORATION NO. 2 CORP NOTE (CALL	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	589.38	204,978.69	199,744.21
CITIGROUP INC (CALLABLE) CORPORATE NOTES	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	286.13	350,127.52	342,006.70
USAA CAPITAL CORP CORPORATE NOTES	05/26/2022 3.375% 05/01/2025	90327OD89	525,000.00	AA	Aa1	05/23/22	05/26/22	523,283.25	3.49	1,476.56	524,171.28	510,247.50
CATERPILLAR FINL SERVICE CORPORATE NOTES	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	127.50	74,996.38	73,181.18
CATERPILLAR FINL SERVICE CORPORATE NOTES	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	382.50	224,862.08	219,543.52



## Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (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												
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	1,125.00	245,419.92	234,687.25
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	2,362.50	345,694.58	331,176.65
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE		46647PCH7	595,000.00	A-	A1	05/24/21	06/01/21	595,000.00	0.82	2,451.40	595,000.00	578,730.32
DTD 06/01/2021 0.824% 06/01/2025												
TRUIST FINANCIAL CORP NOTES (CALLABLE)		05531FBE2	475,000.00	A-	A3	02/07/22	02/09/22	499,358.00	2.09	8,592.22	485,745.57	460,656.43
DTD 06/05/2018 3.700% 06/05/2025												
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES		63254ABD9	565,000.00	AA-	Aa3	05/31/22	06/09/22	565,000.00	3.50	9,448.06	565,000.00	550,844.49
DTD 06/09/2022 3.500% 06/09/2025												
NATIONAL RURAL UTIL COOP CORPORATE NOTES		63743HFE7	65,000.00	A-	A2	05/02/22	05/04/22	64,691.90	3.61	1,034.04	64,847.85	63,148.15
DTD 05/04/2022 3.450% 06/15/2025												
NATIONAL RURAL UTIL COOP CORPORATE NOTES		63743HFE7	85,000.00	A-	A2	04/27/22	05/04/22	84,977.05	3.46	1,352.21	84,988.67	82,578.35
DTD 05/04/2022 3.450% 06/15/2025												
NATIONAL RURAL UTIL COOP CORPORATE NOTES		63743HFE7	100,000.00	A-	A2	05/03/22	05/05/22	99,532.00	3.61	1,590.83	99,768.68	97,151.00
DTD 05/04/2022 3.450% 06/15/2025												
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES		89236TKC8	225,000.00	A+	A1	06/27/22	06/30/22	224,786.25	3.98	3,727.81	224,887.47	220,498.20
DTD 06/30/2022 3.950% 06/30/2025												
JP MORGAN CHASE CORP NOTES (CALLABLE)		46625HMN7	475,000.00	A-	A1	03/10/22	03/14/22	489,834.25	2.91	6,998.33	481,588.62	464,913.85
DTD 07/21/2015 3.900% 07/15/2025												
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	3,200.00	224,776.80	219,375.68



## Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (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												
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	11,022.22	800,000.00	784,057.60
INTEL CORP NOTES (CALLABLE) DTD 07/29/2015 3.700% 07/29/2025		458140AS9	320,000.00	A	A2	01/30/23	02/01/23	312,761.60	4.67	4,012.44	315,174.40	312,429.12
BANK OF AMERICA CORP NOTES DTD 07/30/2015 3.875% 08/01/2025		06051GFS3	475,000.00	A-	A1	03/10/22	03/14/22	490,665.50	2.84	6,135.42	482,718.68	464,312.50
BMW US CAPITAL LLC CORPORATE NOTES DTD 08/11/2023 5.300% 08/11/2025		05565ECC7	525,000.00	A	A2	08/08/23	08/11/23	524,968.50	5.30	8,502.08	524,973.33	526,214.33
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	1,049.69	114,940.19	111,682.71
WALMART INC CORPORATE NOTES DTD 09/09/2022 3.900% 09/09/2025		931142EW9	300,000.00	AA	Aa2	09/06/22	09/09/22	299,790.00	3.93	2,665.00	299,875.84	295,320.90
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	3,467.22	394,922.50	388,653.14
COMMONWEALTH BK AUSTRIAN CORPORATE NOTES DTD 09/12/2023 5.499% 09/12/2025		20271RAS9	440,000.00	AA-	Aa3	09/05/23	09/12/23	440,000.00	5.50	5,309.59	440,000.00	442,866.16
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	971.11	114,975.21	113,009.70
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 10/04/2023 5.800% 10/03/2025		02665WEO0	375,000.00	A-	A3	11/22/23	11/27/23	377,527.50	5.41	3,443.75	377,513.29	378,458.63
LOCKHEED MARTIN CORP NOTES (CALLABLE) DTD 10/24/2022 4.950% 10/15/2025		539830BU2	175,000.00	A-	A2	10/19/22	10/24/22	174,501.25	5.05	1,106.88	174,686.16	174,826.40
UNITEDHEALTH GROUP INC CORPORATE NOTES DTD 10/28/2022 5.150% 10/15/2025		91324PEN8	180,000.00	A+	A2	10/25/22	10/28/22	179,983.80	5.15	1,184.50	179,989.77	180,746.64





Managed Account Detail of Securities Held

For the Month Ending November 30, 2023

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
LOCKHEED MARTIN CORP NOTES (CALLABLE)	DTD 10/24/2022 4.950% 10/15/2025	539830BU2	A-	A2	11/01/22	11/03/22	200,098.00	4.93	1,265.00	200,061.21	199,801.60
PNC FINANCIAL SERVICES CORP NOTE (CALLAB	DTD 10/28/2022 5.671% 10/28/2025	693475BH7	A-	A3	10/25/22	10/28/22	345,000.00	5.67	1,793.45	345,000.00	342,692.99
COMCAST CORP CORPORATE NOTES	DTD 11/07/2022 5.250% 11/07/2025	20030NDZ1	A-	A3	10/31/22	11/07/22	144,960.85	5.26	507.50	144,974.75	145,392.95
COMCAST CORP CORPORATE NOTES	DTD 11/07/2022 5.250% 11/07/2025	20030NDZ1	A-	A3	11/03/22	11/07/22	229,395.10	5.35	805.00	229,609.80	230,623.30
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES	DTD 11/13/2020 0.750% 11/13/2025	110122DN5	A+	A2	02/22/22	02/24/22	236,870.00	2.23	93.75	243,106.27	230,725.25
LINDE INC/CT CORPORATE NOTES (CALLABLE)	DTD 12/05/2022 4.700% 12/05/2025	53522KAB9	A	A2	11/28/22	12/05/22	524,433.00	4.74	12,063.33	524,619.76	519,281.18
AUST & NZ BANKING GRP NY CORPORATE NOTES	DTD 12/08/2022 5.088% 12/08/2025	05254JAA8	AA-	Aa3	11/29/22	12/08/22	445,000.00	5.09	10,880.55	445,000.00	444,600.84
JOHN DEERE CAPITAL CORP CORPORATE NOTES	DTD 01/09/2023 4.800% 01/09/2026	24422EWPO	A	A2	01/03/23	01/09/23	524,753.25	4.82	9,940.00	524,826.64	523,663.35
CITIGROUP INC CORPORATE NOTES	DTD 01/12/2016 3.700% 01/12/2026	172967KG5	BBB+	A3	04/27/23	05/01/23	438,070.50	4.76	6,428.75	440,657.04	435,164.40
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES	DTD 01/12/2023 4.966% 01/12/2026	63253QAA2	AA-	Aa3	01/04/23	01/12/23	915,000.00	4.97	17,544.46	915,000.00	911,833.19
STATE STREET CORP (CALLABLE) CORPORATE N	DTD 02/07/2022 1.746% 02/06/2026	857477BR3	A	A1	02/02/22	02/07/22	225,000.00	1.75	1,254.94	225,000.00	214,419.38





## Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (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												
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	10,851.75	794,660.71	790,736.42
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	4,401.96	585,000.00	560,176.11
COLGATE-PALMOLIVE CO CORPORATE NOTES DTD 03/01/2023 4.800% 03/02/2026		194162AQ6	230,000.00	AA-	Aa3	02/27/23	03/01/23	229,733.20	4.84	2,729.33	229,800.08	230,859.05
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	2,651.46	274,246.57	270,531.25
NESTLE HOLDINGS INC CORPORATE NOTES DTD 03/14/2023 5.250% 03/13/2026		641062BK9	400,000.00	AA-	Aa3	03/07/23	03/14/23	399,868.00	5.26	4,550.00	399,899.58	403,246.80
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	2,506.95	514,398.55	492,137.25
BANK OF AMERICA CORP NOTES DTD 04/19/2016 3.500% 04/19/2026		06051GFX2	425,000.00	A-	A1	05/10/23	05/12/23	412,288.25	4.60	1,735.42	414,693.18	409,237.60
WELLS FARGO & CO CORP NOTES DTD 04/22/2016 3.000% 04/22/2026		949746RW3	450,000.00	BBB+	A1	03/28/23	03/30/23	423,396.00	5.11	1,462.50	429,244.60	425,974.05
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/15/2023 4.350% 05/15/2026		14913UAA8	800,000.00	A	A2	05/08/23	05/15/23	799,624.00	4.37	1,546.67	799,692.61	788,923.20
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 05/18/2023 4.450% 05/18/2026		89236TKT1	250,000.00	A+	A1	05/16/23	05/18/23	250,097.50	4.44	401.74	250,079.97	246,714.25
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 07/07/2023 5.250% 07/07/2026		02665WEK3	100,000.00	A-	A3	07/21/23	07/25/23	100,504.00	5.06	2,100.00	100,443.69	100,581.10



## Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (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 HONDA FINANCE CORPORATE NOTES	07/07/2023 5.250% 07/07/2026	02665WEK3	140,000.00	A-	A3	07/06/23	07/10/23	139,102.60	5.49	2,940.00	139,220.83	140,813.54
AMERICAN HONDA FINANCE CORPORATE NOTES	07/07/2023 5.250% 07/07/2026	02665WEK3	185,000.00	A-	A3	07/05/23	07/07/23	184,772.45	5.29	3,885.00	184,802.97	186,075.04
BANK OF NEW YORK MELLON CORP NOTES (CALL)	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	2,569.32	165,000.00	161,288.82
BANK OF NEW YORK MELLON CORP NOTES (CALL)	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	5,605.78	360,644.73	351,902.88
TRUIST FIN CORP NOTES (CALLABLE)	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	2,037.70	140,000.00	135,935.10
TRUIST FIN CORP NOTES (CALLABLE)	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	2,547.13	175,096.60	169,918.88
STATE STREET CORP NOTES (CALLABLE)	08/03/2023 5.272% 08/03/2026	857477CD3	300,000.00	A	A1	07/31/23	08/03/23	300,000.00	5.27	5,184.13	300,000.00	299,276.10
MERCEDES-BENZ FIN NA CORPORATE NOTES	08/03/2023 5.200% 08/03/2026	587691AK3	450,000.00	A	A2	08/21/23	08/23/23	447,250.50	5.43	7,670.00	447,506.03	450,218.25
PACCAR FINANCIAL CORP CORPORATE NOTES	08/10/2023 5.050% 08/10/2026	69371RS56	325,000.00	A+	A1	08/03/23	08/10/23	324,837.50	5.07	5,060.52	324,854.25	325,925.60
BANK OF AMERICA NA CORPORATE NOTES	08/18/2023 5.526% 08/18/2026	06428CAA2	550,000.00	A+	Aa1	08/14/23	08/18/23	550,000.00	5.53	8,695.78	550,000.00	554,879.05
HOME DEPOT INC CORPORATE NOTES	12/04/2023 4.950% 09/30/2026	437076CV2	235,000.00	A	A2	11/27/23	12/04/23	234,485.35	5.03	0.00	234,485.35	235,510.42
STATE STREET CORP NOTES (CALLABLE)	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	1,833.13	424,566.86	427,068.90



## Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P	Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market
			Par	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value
<b>Corporate Note</b>											
ROCHE HOLDINGS INC CORP NOTE (CALLABLE)	DTD 11/13/2023 5.265% 11/13/2026	771196CE0	675,000.00	AA	Aa2	11/22/23	678,118.50	5.10	1,776.94	678,107.43	681,120.90
GOLDMAN SACHS GROUP INC CORP NOTES (CALL)	DTD 11/16/2016 3.500% 11/16/2026	38145GAH3	450,000.00	BBB+	A2	08/07/23	424,597.50	5.40	656.25	427,020.83	429,709.50

<b>Security Type Sub-Total</b>			<b>29,780,000.00</b>				<b>29,756,169.85</b>	<b>3.77</b>	<b>277,247.19</b>	<b>29,730,624.64</b>	<b>29,206,589.51</b>
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<b>Certificate of Deposit</b>											
CREDIT AGRICOLE CIB NY CERT DEPOS	DTD 08/19/2022 4.100% 08/16/2024	22536AZR8	800,000.00	A-1	P-1	08/17/22	800,000.00	4.07	9,748.89	800,000.00	799,720.00
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	1,050,000.00	5.58	6,043.33	1,050,000.00	1,049,685.00
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	1,050,000.00	5.53	4,516.17	1,050,000.00	1,042,635.30
COOPERAT RABOBANK UA/NY CERT DEPOS	DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	1,050,000.00	A+	Aa2	07/17/23	1,050,000.00	5.08	19,409.83	1,050,000.00	1,029,204.75

<b>Security Type Sub-Total</b>			<b>3,950,000.00</b>				<b>3,950,000.00</b>	<b>5.13</b>	<b>39,718.22</b>	<b>3,950,000.00</b>	<b>3,921,245.05</b>
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<b>Bank Note</b>											
PNC BANK NA CORP NOTE (CALLABLE)	DTD 06/01/2015 3.250% 06/01/2025	69353REQ7	425,000.00	A	A2	08/09/22	417,775.00	3.89	6,906.25	421,137.27	408,699.13

<b>Security Type Sub-Total</b>			<b>425,000.00</b>				<b>417,775.00</b>	<b>3.89</b>	<b>6,906.25</b>	<b>421,137.27</b>	<b>408,699.13</b>
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<b>Asset-Backed Security</b>											
MBART 2020-1 A3	DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	667.31	AAA	NR	06/16/20	667.26	0.55	0.16	667.30	666.21



Managed Account Detail of Securities Held

For the Month Ending November 30, 2023

City of Antioch - Investment Portfolio - 6090-002 - (04380500)												
Security Type/Description		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												
WOART 2020-B A3	DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	14,173.32	AAA	NR	06/16/20	06/24/20	14,172.21	0.63	3.97	14,172.99	14,123.87
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	164,993.07	163,303.06
KCOT 2021-1A A3	DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	114,505.35	NR	Aaa	04/06/21	04/14/21	114,481.92	0.62	31.55	114,496.13	111,976.46
HART 2021-A A3	DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	67,062.67	AAA	NR	04/20/21	04/28/21	67,055.62	0.38	11.33	67,059.79	65,977.21
KCOT 2021-2A A3	DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	245,508.27	NR	Aaa	07/20/21	07/28/21	245,499.02	0.56	61.10	245,504.05	238,095.74
HAROT 2021-4 A3	DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	201,931.93	NR	Aaa	11/16/21	11/24/21	201,889.35	0.89	49.36	201,910.01	195,546.96
CARMX 2021-2 A3	DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	98,959.54	AAA	NR	04/13/21	04/21/21	98,938.20	0.52	22.87	98,949.75	96,549.31
HART 2021-C A3	DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	156,113.25	AAA	NR	11/09/21	11/17/21	156,078.41	0.75	51.34	156,094.22	151,555.98
FORDO 2022-A A3	DTD 01/24/2022 1.290% 06/15/2026	345286AC2	203,274.54	AAA	NR	01/19/22	01/24/22	203,250.40	1.29	116.54	203,260.58	197,176.53
CARMX 2021-3 A3	DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	276,432.35	AAA	Aaa	07/21/21	07/28/21	276,386.87	0.55	67.57	276,408.70	266,472.85
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	294,990.19	289,260.63
COPAR 2021-1 A3	DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	209,597.56	AAA	Aaa	10/19/21	10/27/21	209,593.60	0.77	71.73	209,595.30	202,006.36
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	264,968.13	254,841.86
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	284,995.79	278,390.25



## Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (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												
GMCAR 2021-4 A3	DTD 10/21/2021 0.680% 09/16/2026	362554AC1	133,994.92	AAA	Aaa	10/13/21	10/21/21	133,991.50	0.68	37.97	133,992.97	129,072.97
WOART 2021-D A3	DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	245,970.55	AAA	NR	10/26/21	11/03/21	245,937.05	0.81	88.55	245,951.10	237,734.62
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	274,993.36	267,430.02
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	504,954.56	487,153.00
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	499,958.91	479,186.65
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	519,933.79	510,685.45
GMCAR 2022-1 A3	DTD 01/19/2022 1.260% 11/16/2026	380146AC4	190,278.23	AAA	NR	01/11/22	01/19/22	190,261.69	1.26	99.90	190,268.08	184,180.76
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	669,915.22	656,425.06
HDMOT 2022-A A3	DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	460,427.69	AAA	Aaa	04/12/22	04/20/22	460,351.03	3.06	626.18	460,376.70	451,947.44
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	244,966.07	238,961.36
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	389,960.35	382,365.87
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	499,975.02	483,175.80
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	224,972.82	219,852.36
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	564,990.51	553,325.29



## Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (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												
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	339,998.33	332,612.34
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	739,916.97	719,365.99
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	494,923.55	487,790.72
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	569,967.79	553,436.43
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	814,874.82	792,123.68
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	944,991.18	935,358.73
KCOT 2023-1A A3 DTD 03/31/2023 5.020% 06/15/2027		50117KAC4	365,000.00	NR	Aaa	03/28/23	03/31/23	364,942.88	5.02	814.36	364,951.99	362,431.13
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	719,997.34	719,607.82
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	664,939.42	646,444.90
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	669,878.44	667,025.67
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	864,865.93	861,327.21
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	239,981.50	239,261.45
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	339,999.86	335,625.39
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	269,989.52	268,740.15





Managed Account Detail of Securities Held

For the Month Ending November 30, 2023

City of Antioch - Investment Portfolio - 6090-002 - (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												
HAROT 2023-2 A3 DTD 05/30/2023 4.930% 11/15/2027		437927AC0	350,000.00	AAA	Aaa	05/23/23	05/30/23	349,943.30	4.93	766.89	349,949.74	347,661.65
NAROT 2023-A A3 DTD 04/26/2023 4.910% 11/15/2027		65480WAD3	500,000.00	NR	Aaa	04/18/23	04/26/23	499,911.65	4.91	1,091.11	499,923.28	495,521.45
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	808.00	359,969.55	357,034.86
FORDO 2023-A A3 DTD 03/31/2023 4.650% 02/15/2028		344928AD8	275,000.00	AAA	NR	03/28/23	03/31/23	274,971.32	4.65	568.33	274,975.26	271,373.33
TAOT 2023-B A3 DTD 05/23/2023 4.710% 02/15/2028		891941AD8	420,000.00	NR	Aaa	05/16/23	05/23/23	419,976.52	4.71	879.20	419,979.13	415,964.05
GMCAR 2023-2 A3 DTD 04/12/2023 4.470% 02/16/2028		362583AD8	295,000.00	AAA	Aaa	04/04/23	04/12/23	294,991.89	4.47	549.44	294,992.96	290,463.34
BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028		05592XAD2	185,000.00	AAA	NR	07/11/23	07/18/23	184,967.22	5.47	168.66	184,969.87	185,853.33
DCENT 2023-A1 A DTD 04/11/2023 4.310% 03/15/2028		254683CY9	670,000.00	NR	Aaa	04/04/23	04/11/23	669,961.14	4.31	1,283.42	669,966.19	656,392.03
HART 2023-B A3 DTD 07/19/2023 5.480% 04/17/2028		44933XAD9	170,000.00	AAA	NR	07/11/23	07/19/23	169,992.62	5.48	414.04	169,993.19	170,985.95
BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028		05522RDG0	270,000.00	AAA	NR	06/08/23	06/16/23	269,938.87	4.79	574.80	269,944.59	268,278.29
AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028		02582JJZ4	300,000.00	AAA	NR	06/07/23	06/14/23	299,973.39	4.87	649.33	299,975.91	298,705.59
FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028		344930AD4	310,000.00	AAA	NR	06/21/23	06/26/23	309,995.82	5.23	720.58	309,996.19	310,451.24
GMCAR 2023-3 A3 DTD 07/19/2023 5.450% 06/16/2028		36267KAD9	165,000.00	AAA	Aaa	07/11/23	07/19/23	164,993.63	5.45	374.69	164,994.11	165,519.34
FTTAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028		31680EAD3	560,000.00	AAA	Aaa	08/15/23	08/23/23	559,965.28	5.53	1,376.36	559,967.19	561,434.16





## Managed Account Detail of Securities Held

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (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
<b>Asset-Backed Security</b>												
CHAIT 2023-A1 A		161571HT4	865,000.00	AAA	NR	09/07/23	09/15/23	864,760.22	5.17	1,983.73	864,769.14	866,651.80
DTD 09/15/2023 5.160%	09/15/2028											
<b>Security Type Sub-Total</b>			<b>21,758,897.48</b>					<b>21,756,224.61</b>	<b>3.83</b>	<b>36,076.81</b>	<b>21,756,918.40</b>	<b>21,390,881.95</b>
<b>Managed Account Sub-Total</b>			<b>110,882,580.20</b>					<b>110,563,913.99</b>	<b>3.38</b>	<b>698,563.11</b>	<b>110,519,190.01</b>	<b>108,475,409.44</b>
<b>Joint Powers Authority</b>												
CAMP Pool			345,456.42	AAAm	NR			345,456.42		0.00	345,456.42	345,456.42
<b>Liquid Sub-Total</b>			<b>345,456.42</b>					<b>345,456.42</b>		<b>0.00</b>	<b>345,456.42</b>	<b>345,456.42</b>
<b>Securities Sub-Total</b>			<b>\$111,228,036.62</b>					<b>\$110,909,370.41</b>	<b>3.38%</b>	<b>\$698,563.11</b>	<b>\$110,864,646.43</b>	<b>\$108,820,865.86</b>
<b>Accrued Interest</b>												<b>\$698,563.11</b>
<b>Total Investments</b>												<b>\$109,519,428.97</b>

Bolded items are forward settling trades.



## Managed Account Security Transactions & Interest

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L		Sale Method
Trade	Settle							Cost	Amort Cost	
BUY										
11/22/23	11/27/23	ROCHE HOLDINGS INC CORP NOTE (CALLABLE)	771196CE0	675,000.00	(678,118.50)	(1,382.06)	(679,500.56)			
11/22/23	11/27/23	DTD 11/13/2023 5.265% 11/13/2026								
11/22/23	11/27/23	AMERICAN HONDA FINANCE CORPORATE NOTES	02665WEQ0	375,000.00	(377,527.50)	(3,202.08)	(380,729.58)			
11/22/23	11/28/23	DTD 10/04/2023 5.800% 10/03/2025								
11/22/23	11/28/23	FHLMC MULTIFAMILY STRUCTURED P	3137F1G44	575,000.00	(543,172.85)	(1,398.54)	(544,571.39)			
11/27/23	11/30/23	DTD 07/01/2017 3.243% 04/01/2027								
11/27/23	11/30/23	FHMS K061 A2	3137BTUM1	500,000.00	(476,425.78)	(1,348.10)	(477,773.88)			
11/27/23	11/30/23	DTD 01/30/2017 3.347% 11/01/2026								
11/27/23	12/04/23	HOME DEPOT INC CORPORATE NOTES	437076CV2	235,000.00	(234,485.35)	0.00	(234,485.35)			
11/27/23	12/04/23	DTD 12/04/2023 4.950% 09/30/2026								

Transaction Type Sub-Total						2,360,000.00	(2,309,729.98)	(7,330.78)	(2,317,060.76)			
INTEREST												
11/01/23	11/01/23			USAA CAPITAL CORP CORPORATE NOTES DTD 05/26/2022 3.375% 05/01/2025	90327QD89	525,000.00	0.00	8,859.38	8,859.38			
11/01/23	11/01/23			CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	350,000.00	0.00	6,037.50	6,037.50			
11/01/23	11/01/23			CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	350,000.00	0.00	1,716.75	1,716.75			
11/01/23	11/25/23			FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	313,273.16	0.00	705.39	705.39			
11/01/23	11/25/23			FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	496,790.26	0.00	1,386.87	1,386.87			
11/01/23	11/25/23			FHMS K058 A2 DTD 11/09/2016 2.653% 08/01/2026	3137BSP72	855,000.00	0.00	1,890.26	1,890.26			



## Managed Account Security Transactions & Interest

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L		Sale Method
Trade	Settle							Cost	Amort Cost	
INTEREST										
11/01/23	11/25/23	FHMS K057 A2	3137BRQJ7	1,150,000.00	0.00	2,462.92	2,462.92			
		DTD 09/28/2016 2.570% 07/01/2026								
11/01/23	11/25/23	FN BM4614	3140J9DU2	216,970.14	0.00	542.43	542.43			
		DTD 10/01/2018 3.000% 03/01/2033								
11/01/23	11/25/23	FHMS K054 A2	3137BNGT5	1,125,000.00	0.00	2,573.44	2,573.44			
		DTD 04/20/2016 2.745% 01/01/2026								
11/01/23	11/25/23	FHMS K053 A2	3137BN6G4	550,000.00	0.00	1,372.71	1,372.71			
		DTD 03/29/2016 2.995% 12/01/2025								
11/03/23	11/03/23	NORDEA BANK ABP NEW YORK CERT DEPOS	65558UYF3	1,050,000.00	0.00	29,032.50	29,032.50			
		DTD 11/03/2022 5.530% 11/03/2025								
11/04/23	11/04/23	STATE STREET CORP NOTES (CALLABLE)	857477BX0	425,000.00	0.00	12,220.88	12,220.88			
		DTD 11/04/2022 5.751% 11/04/2026								
11/07/23	11/07/23	COMCAST CORP CORPORATE NOTES	20030NDZ1	375,000.00	0.00	9,843.75	9,843.75			
		DTD 11/07/2022 5.250% 11/07/2025								
11/13/23	11/13/23	BRISTOL-MYERS SQUIBB CO CORPORATE NOTES	110122DN5	250,000.00	0.00	937.50	937.50			
		DTD 11/13/2020 0.750% 11/13/2025								
11/13/23	11/13/23	CATERPILLAR FINL SERVICE CORPORATE NOTES	14913R2V8	300,000.00	0.00	5,100.00	5,100.00			
		DTD 05/13/2022 3.400% 05/13/2025								
11/15/23	11/15/23	AMXCA 2022-4 A	02582JIX9	270,000.00	0.00	1,113.75	1,113.75			
		DTD 11/03/2022 4.950% 10/15/2027								
11/15/23	11/15/23	HART 2021-A A3	44933LAC7	76,725.22	0.00	24.30	24.30			
		DTD 04/28/2021 0.380% 09/15/2025								
11/15/23	11/15/23	TAOT 2022-B A3	89238FAD5	285,000.00	0.00	695.88	695.88			
		DTD 04/13/2022 2.930% 09/15/2026								
11/15/23	11/15/23	COPAR 2021-1 A3	14044CAC6	223,112.30	0.00	143.16	143.16			
		DTD 10/27/2021 0.770% 09/15/2026								
11/15/23	11/15/23	COMET 2022-A2 A	14041NGA3	740,000.00	0.00	2,152.17	2,152.17			
		DTD 06/14/2022 3.490% 05/15/2027								
11/15/23	11/15/23	COMET 2022-A1 A1	14041NFZ9	500,000.00	0.00	1,166.67	1,166.67			
		DTD 03/30/2022 2.800% 03/15/2027								



## Managed Account Security Transactions & Interest

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L		Sale Method
Trade	Settle							Cost	Amort Cost	
INTEREST										
11/15/23	11/15/23	TAOT 2022-C A3	89231CAD9	225,000.00	0.00	705.00	705.00			
		DTD 08/16/2022 3.760% 04/15/2027								
11/15/23	11/15/23	WOART 2021-D A3	98163KAC6	262,254.88	0.00	177.02	177.02			
		DTD 11/03/2021 0.810% 10/15/2026								
11/15/23	11/15/23	HDMOT 2023-A A3	41285JAD0	360,000.00	0.00	1,515.00	1,515.00			
		DTD 02/23/2023 5.050% 12/15/2027								
11/15/23	11/15/23	ALLYA 2022-1 A3	02008JAC0	520,000.00	0.00	1,434.33	1,434.33			
		DTD 05/18/2022 3.310% 11/15/2026								
11/15/23	11/15/23	DCENT 2022-A3 A3	254683CW3	665,000.00	0.00	1,972.83	1,972.83			
		DTD 08/09/2022 3.560% 07/15/2027								
11/15/23	11/15/23	CARMX 2022-2 A3	14317HAC5	390,000.00	0.00	1,134.25	1,134.25			
		DTD 04/28/2022 3.490% 02/16/2027								
11/15/23	11/15/23	BACCT 2023-A1 A1	05522RDG0	270,000.00	0.00	1,077.75	1,077.75			
		DTD 06/16/2023 4.790% 05/15/2028								
11/15/23	11/15/23	CATERPILLAR FINL SERVICE	14913UAA8	800,000.00	0.00	17,400.00	17,400.00			
		CORPORATE NOTES								
		DTD 05/15/2023 4.350% 05/15/2026								
11/15/23	11/15/23	CARMX 2021-2 A3	14314QAC8	108,299.88	0.00	46.93	46.93			
		DTD 04/21/2021 0.520% 02/17/2026								
11/15/23	11/15/23	HART 2023-B A3	44933XAD9	170,000.00	0.00	776.33	776.33			
		DTD 07/19/2023 5.480% 04/17/2028								
11/15/23	11/15/23	FITAT 2023-1 A3	31680EAD3	560,000.00	0.00	2,580.67	2,580.67			
		DTD 08/23/2023 5.530% 08/15/2028								
11/15/23	11/15/23	FORDO 2022-A A3	345286AC2	217,807.63	0.00	234.14	234.14			
		DTD 01/24/2022 1.290% 06/15/2026								
11/15/23	11/15/23	MBART 2022-1 A3	58768PAC8	865,000.00	0.00	3,755.54	3,755.54			
		DTD 11/22/2022 5.210% 08/16/2027								
11/15/23	11/15/23	HART 2022-A A3	448977AD0	275,000.00	0.00	508.75	508.75			
		DTD 03/16/2022 2.220% 10/15/2026								
11/15/23	11/15/23	NAROT 2023-A A3	65480WAD3	500,000.00	0.00	2,045.83	2,045.83			
		DTD 04/26/2023 4.910% 11/15/2027								
11/15/23	11/15/23	FORDO 2023-B A3	344930AD4	310,000.00	0.00	1,351.08	1,351.08			
		DTD 06/26/2023 5.230% 05/15/2028								



## Managed Account Security Transactions & Interest

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L		Sale Method
Trade	Settle							Cost	Amort Cost	
INTEREST										
11/15/23	11/15/23	CHAIT 2023-A1 A	161571HT4	865,000.00	0.00	3,719.50	3,719.50			
		DTD 09/15/2023 5.160% 09/15/2028								
11/15/23	11/15/23	WOART 2020-B A3	98163WAC0	22,688.64	0.00	11.91	11.91			
		DTD 06/24/2020 0.630% 05/15/2025								
11/15/23	11/15/23	AMXCA 2022-2 A	02582JJT8	815,000.00	0.00	2,302.38	2,302.38			
		DTD 05/24/2022 3.390% 05/17/2027								
11/15/23	11/15/23	CARMX 2022-3 A3	14318MAD1	565,000.00	0.00	1,869.21	1,869.21			
		DTD 07/20/2022 3.970% 04/15/2027								
11/15/23	11/15/23	COMET 2021-A3 A3	14041NFY2	500,000.00	0.00	433.33	433.33			
		DTD 11/30/2021 1.040% 11/15/2026								
11/15/23	11/15/23	US TREASURY NOTES	91282CHB0	4,350,000.00	0.00	78,843.75	78,843.75			
		DTD 05/15/2023 3.625% 05/15/2026								
11/15/23	11/15/23	DCENT 2023-A1 A	254683CY9	670,000.00	0.00	2,406.42	2,406.42			
		DTD 04/11/2023 4.310% 03/15/2028								
11/15/23	11/15/23	DCENT 2021-A1 A1	254683CP8	265,000.00	0.00	128.08	128.08			
		DTD 09/27/2021 0.580% 09/15/2026								
11/15/23	11/15/23	ALLYA 2022-2 A3	02008MAC3	945,000.00	0.00	3,748.50	3,748.50			
		DTD 10/12/2022 4.760% 05/17/2027								
11/15/23	11/15/23	KCOT 2021-1A A3	50117TAC5	126,767.33	0.00	65.50	65.50			
		DTD 04/14/2021 0.620% 08/15/2025								
11/15/23	11/15/23	NAROT 2022-B A3	65480JAC4	495,000.00	0.00	1,839.75	1,839.75			
		DTD 09/28/2022 4.460% 05/17/2027								
11/15/23	11/15/23	US TREASURY NOTES	91282CFW6	2,000,000.00	0.00	45,000.00	45,000.00			
		DTD 11/15/2022 4.500% 11/15/2025								
11/15/23	11/15/23	KCOT 2023-1A A3	50117KAC4	365,000.00	0.00	1,526.92	1,526.92			
		DTD 03/31/2023 5.020% 06/15/2027								
11/15/23	11/15/23	HART 2021-C A3	44935FAD6	167,797.01	0.00	103.47	103.47			
		DTD 11/17/2021 0.740% 05/15/2026								
11/15/23	11/15/23	DCENT 2022-A2 A	254683CS2	570,000.00	0.00	1,577.00	1,577.00			
		DTD 05/26/2022 3.320% 05/17/2027								
11/15/23	11/15/23	HAROT 2023-2 A3	43792TAC0	350,000.00	0.00	1,437.92	1,437.92			
		DTD 05/30/2023 4.930% 11/15/2027								
11/15/23	11/15/23	TAOT 2023-B A3	891941AD8	420,000.00	0.00	1,648.50	1,648.50			
		DTD 05/23/2023 4.710% 02/15/2028								



Managed Account Security Transactions & Interest

For the Month Ending November 30, 2023

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L		Sale Method
Trade	Settle							Cost	Amort Cost	
INTEREST										
11/15/23	11/15/23	KCOT 2021-2A A3	50117XAE2	265,542.99	0.00	123.92	123.92			
		DTD 07/28/2021 0.560% 11/17/2025								
11/15/23	11/15/23	MBART 2020-1 A3	58769VAC4	8,350.09	0.00	3.83	3.83			
		DTD 06/23/2020 0.550% 02/18/2025								
11/15/23	11/15/23	CARMX 2021-3 A3	14317DAC4	294,643.46	0.00	135.05	135.05			
		DTD 07/28/2021 0.550% 06/15/2026								
11/15/23	11/15/23	HDMOT 2022-A A3	41284YAD8	488,398.65	0.00	1,245.42	1,245.42			
		DTD 04/20/2022 3.060% 02/15/2027								
11/15/23	11/15/23	HART 2022-C A3	44933DAD3	720,000.00	0.00	3,234.00	3,234.00			
		DTD 11/09/2022 5.390% 06/15/2027								
11/15/23	11/15/23	AMXCA 2023-1 A	02582JJZ4	300,000.00	0.00	1,217.50	1,217.50			
		DTD 06/14/2023 4.870% 05/15/2028								
11/15/23	11/15/23	CARMX 2022-4 A3	14318UAD3	670,000.00	0.00	2,981.50	2,981.50			
		DTD 10/31/2022 5.340% 08/16/2027								
11/15/23	11/15/23	FORDO 2023-A A3	344928AD8	275,000.00	0.00	1,065.63	1,065.63			
		DTD 03/31/2023 4.650% 02/15/2028								
11/15/23	11/15/23	KCOT 2022-2A A3	50117JAC7	670,000.00	0.00	2,283.58	2,283.58			
		DTD 07/21/2022 4.090% 12/15/2026								
11/15/23	11/15/23	TAOT 2022-D A3	89239HAD0	240,000.00	0.00	1,060.00	1,060.00			
		DTD 11/08/2022 5.300% 09/15/2027								
11/15/23	11/15/23	TAOT 2023-A A3	891940AC2	340,000.00	0.00	1,311.83	1,311.83			
		DTD 01/30/2023 4.630% 09/15/2027								
11/15/23	11/15/23	KCOT 2022-1A A3	50117EAC8	505,000.00	0.00	1,123.63	1,123.63			
		DTD 03/23/2022 2.670% 10/15/2026								
11/16/23	11/16/23	GMCAR 2021-4 A3	362554AC1	142,239.09	0.00	80.60	80.60			
		DTD 10/21/2021 0.680% 09/16/2026								
11/16/23	11/16/23	GOLDMAN SACHS GROUP INC CORP NOTES (CALL	38145GAH3	450,000.00	0.00	7,875.00	7,875.00			
		DTD 11/16/2016 3.500% 11/16/2026								
11/16/23	11/16/23	GMCAR 2022-3 A3	36265WAD5	340,000.00	0.00	1,031.33	1,031.33			
		DTD 07/13/2022 3.640% 04/16/2027								
11/16/23	11/16/23	GMCAR 2022-1 A3	380146AC4	201,375.08	0.00	211.44	211.44			
		DTD 01/19/2022 1.260% 11/16/2026								



## Managed Account Security Transactions & Interest

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L		Sale Method
Trade	Settle							Cost	Amort Cost	
INTEREST										
11/16/23	11/16/23	GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	245,000.00	0.00	632.92	632.92			
11/16/23	11/16/23	GMCAR 2023-3 A3 DTD 07/19/2023 5.450% 06/16/2028	36267KAD9	165,000.00	0.00	749.38	749.38			
11/16/23	11/16/23	GMCAR 2023-2 A3 DTD 04/12/2023 4.470% 02/16/2028	362583AD8	295,000.00	0.00	1,098.88	1,098.88			
11/18/23	11/18/23	TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 05/18/2023 4.450% 05/18/2026	89236TKT1	250,000.00	0.00	5,562.50	5,562.50			
11/20/23	11/20/23	VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	165,000.00	0.00	473.00	473.00			
11/21/23	11/21/23	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	216,606.64	0.00	158.84	158.84			
11/24/23	11/24/23	HSBC USA INC CORPORATE NOTES DTD 05/24/2022 3.750% 05/24/2024	40428HTA0	800,000.00	0.00	15,000.00	15,000.00			
11/25/23	11/25/23	BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028	05592XAD2	185,000.00	0.00	843.29	843.29			
11/25/23	11/25/23	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	295,000.00	0.00	789.13	789.13			
11/30/23	11/30/23	US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	2,550,000.00	0.00	19,125.00	19,125.00			
Transaction Type Sub-Total				41,494,642.45	0.00	342,773.00	342,773.00			
PAYDOWNS										
11/01/23	11/25/23	FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	425.66	425.66	0.00	425.66	14.42	0.00	
11/01/23	11/25/23	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	31403DUJ2	4,070.73	4,070.73	0.00	4,070.73	(267.14)	0.00	
11/01/23	11/25/23	FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	8,854.45	8,854.45	0.00	8,854.45	266.33	0.00	
11/15/23	11/15/23	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	16,284.33	16,284.33	0.00	16,284.33	2.22	0.00	





## Managed Account Security Transactions & Interest

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002 - (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										
PAYDOWNS											
11/15/23	11/15/23	FORDO 2022-A A3		345286AC2	14,533.09	14,533.09	0.00	14,533.09	1.73	0.00	
		DTD 01/24/2022 1.290% 06/15/2026									
11/15/23	11/15/23	HDMOT 2022-A A3		41284YAD8	27,970.96	27,970.96	0.00	27,970.96	4.66	0.00	
		DTD 04/20/2022 3.060% 02/15/2027									
11/15/23	11/15/23	KCOT 2021-2A A3		50117XAE2	20,034.72	20,034.72	0.00	20,034.72	0.76	0.00	
		DTD 07/28/2021 0.560% 11/17/2025									
11/15/23	11/15/23	KCOT 2021-1A A3		50117TAC5	12,261.98	12,261.98	0.00	12,261.98	2.51	0.00	
		DTD 04/14/2021 0.620% 08/15/2025									
11/15/23	11/15/23	MBART 2020-1 A3		58769VAC4	7,682.78	7,682.78	0.00	7,682.78	0.61	0.00	
		DTD 06/23/2020 0.550% 02/18/2025									
11/15/23	11/15/23	HART 2021-A A3		44933LAC7	9,662.55	9,662.55	0.00	9,662.55	1.02	0.00	
		DTD 04/28/2021 0.380% 09/15/2025									
11/15/23	11/15/23	CARMX 2021-3 A3		14317DAC4	18,211.11	18,211.11	0.00	18,211.11	3.00	0.00	
		DTD 07/28/2021 0.550% 06/15/2026									
11/15/23	11/15/23	CARMX 2021-2 A3		14314QAC8	9,340.34	9,340.34	0.00	9,340.34	2.01	0.00	
		DTD 04/21/2021 0.520% 02/17/2026									
11/15/23	11/15/23	HART 2021-C A3		44935FAD6	11,683.76	11,683.76	0.00	11,683.76	2.61	0.00	
		DTD 11/17/2021 0.740% 05/15/2026									
11/15/23	11/15/23	WOART 2020-B A3		98163WAC0	8,515.32	8,515.32	0.00	8,515.32	0.67	0.00	
		DTD 06/24/2020 0.630% 05/15/2025									
11/15/23	11/15/23	COPAR 2021-1 A3		14044CAC6	13,514.74	13,514.74	0.00	13,514.74	0.26	0.00	
		DTD 10/27/2021 0.770% 09/15/2026									
11/16/23	11/16/23	GMCAR 2022-1 A3		380146AC4	11,096.85	11,096.85	0.00	11,096.85	0.96	0.00	
		DTD 01/19/2022 1.260% 11/16/2026									
11/16/23	11/16/23	GMCAR 2021-4 A3		362554AC1	8,244.17	8,244.17	0.00	8,244.17	0.21	0.00	
		DTD 10/21/2021 0.680% 09/16/2026									
11/21/23	11/21/23	HAROT 2021-4 A3		43815GAC3	14,674.71	14,674.71	0.00	14,674.71	3.09	0.00	
		DTD 11/24/2021 0.880% 01/21/2026									

### SELL

11/22/23	11/27/23	BURLINGTN NORTH SANTA FE CORP NOTES (CAL DTD 03/09/2015 3.000% 04/01/2025	12189LAV3	225,000.00	218,382.75	1,050.00	219,432.75	(23,773.50)	(11,552.44)	FIFO
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Managed Account Security Transactions & Interest

For the Month Ending November 30, 2023

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L		Sale Method
Trade	Settle							Cost	Amort Cost	
SELL										
11/22/23	11/27/23	ABBOTT LABORATORIES CORP NOTE (CALLABLE)	002824BB5	325,000.00	315,643.25	1,917.50	317,560.75	(14,374.75)	(11,270.27)	FIFO
11/22/23	11/27/23	ROCHE HOLDINGS INC (CALLABLE) CORPORATE	771196BT8	600,000.00	576,612.00	2,736.07	579,348.07	(23,388.00)	(23,388.00)	FIFO
11/27/23	11/30/23	COLGATE-PALMOLIVE CO CORPORATE NOTES	194162AQ6	230,000.00	229,979.30	2,698.67	232,677.97	246.10	179.46	FIFO
11/27/23	11/30/23	US TREASURY NOTES	91282CCL3	500,000.00	484,863.28	703.13	485,566.41	(15,722.66)	(15,261.11)	FIFO
Transaction Type Sub-Total				1,880,000.00	1,825,480.58	9,105.37	1,834,585.95	(77,012.81)	(61,292.36)	
Managed Account Sub-Total					(267,187.15)	344,547.59	77,360.44	(76,972.88)	(61,292.36)	
Total Security Transactions					(\$267,187.15)	\$344,547.59	\$77,360.44	(\$76,972.88)	(\$61,292.36)	

Bolded items are forward settling trades.



For the Month Ending **November 30, 2023**

## Account Statement

City of Antioch - Investment Portfolio - 6090-002

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					
11/01/23	11/01/23	Purchase - Interest 17252MAP5	1.00	6,037.50	38,324.95
11/01/23	11/01/23	Purchase - Interest 172967MX6	1.00	1,716.75	40,041.70
11/01/23	11/01/23	Purchase - Interest 90327QD89	1.00	8,859.38	48,901.08
11/03/23	11/03/23	Purchase - Interest 65558UYF3	1.00	29,032.50	77,933.58
11/06/23	11/06/23	Purchase - Interest 857477BX0	1.00	12,220.88	90,154.46
11/07/23	11/07/23	Purchase - Interest 20030NDZ1	1.00	9,843.75	99,998.21
11/13/23	11/13/23	Purchase - Interest 110122DN5	1.00	937.50	100,935.71
11/13/23	11/13/23	Purchase - Interest 14913R2V8	1.00	5,100.00	106,035.71
11/15/23	11/15/23	Purchase - Interest 14913UAA8	1.00	17,400.00	123,435.71
11/15/23	11/15/23	Purchase - Interest 91282CFW6	1.00	45,000.00	168,435.71
11/15/23	11/15/23	Purchase - Interest 91282CHB0	1.00	78,843.75	247,279.46
11/15/23	11/15/23	Purchase - Interest 98163WWAC0	1.00	11.91	247,291.37
11/15/23	11/15/23	Purchase - Interest 98163KAC6	1.00	177.02	247,468.39
11/15/23	11/15/23	Purchase - Interest 89239HAD0	1.00	1,060.00	248,528.39
11/15/23	11/15/23	Purchase - Interest 89238FAD5	1.00	695.88	249,224.27
11/15/23	11/15/23	Purchase - Interest 89231CAD9	1.00	705.00	249,929.27
11/15/23	11/15/23	Purchase - Interest 891941AD8	1.00	1,648.50	251,577.77
11/15/23	11/15/23	Purchase - Interest 891940AC2	1.00	1,311.83	252,889.60
11/15/23	11/15/23	Purchase - Interest 65480WAD3	1.00	2,045.83	254,935.43
11/15/23	11/15/23	Purchase - Interest 65480JAC4	1.00	1,839.75	256,775.18
11/15/23	11/15/23	Purchase - Interest 58769VAC4	1.00	3.83	256,779.01



For the Month Ending **November 30, 2023**

## Account Statement

City of Antioch - Investment Portfolio - 6090-002

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
11/15/23	11/15/23	Purchase - Interest 58768PAC8	1.00	3,755.54	260,534.55
11/15/23	11/15/23	Purchase - Interest 50117XAE2	1.00	123.92	260,658.47
11/15/23	11/15/23	Purchase - Interest 50117TAC5	1.00	65.50	260,723.97
11/15/23	11/15/23	Purchase - Interest 50117KAC4	1.00	1,526.92	262,250.89
11/15/23	11/15/23	Purchase - Interest 50117JAC7	1.00	2,283.58	264,534.47
11/15/23	11/15/23	Purchase - Interest 50117EAC8	1.00	1,123.63	265,658.10
11/15/23	11/15/23	Purchase - Interest 44935FAD6	1.00	103.47	265,761.57
11/15/23	11/15/23	Purchase - Interest 44933XAD9	1.00	776.33	266,537.90
11/15/23	11/15/23	Purchase - Interest 44933LAC7	1.00	24.30	266,562.20
11/15/23	11/15/23	Purchase - Interest 44933DAD3	1.00	3,234.00	269,796.20
11/15/23	11/15/23	Purchase - Interest 448977AD0	1.00	508.75	270,304.95
11/15/23	11/15/23	Purchase - Interest 437927AC0	1.00	1,437.92	271,742.87
11/15/23	11/15/23	Purchase - Interest 41285JAD0	1.00	1,515.00	273,257.87
11/15/23	11/15/23	Purchase - Interest 41284YAD8	1.00	1,245.42	274,503.29
11/15/23	11/15/23	Purchase - Interest 345286AC2	1.00	234.14	274,737.43
11/15/23	11/15/23	Purchase - Interest 344930AD4	1.00	1,351.08	276,088.51
11/15/23	11/15/23	Purchase - Interest 344928AD8	1.00	1,065.63	277,154.14
11/15/23	11/15/23	Purchase - Interest 31680EAD3	1.00	2,580.67	279,734.81
11/15/23	11/15/23	Purchase - Interest 254683CY9	1.00	2,406.42	282,141.23
11/15/23	11/15/23	Purchase - Interest 254683CW3	1.00	1,972.83	284,114.06
11/15/23	11/15/23	Purchase - Interest 254683CS2	1.00	1,577.00	285,691.06
11/15/23	11/15/23	Purchase - Interest 254683CP8	1.00	128.08	285,819.14



## Account Statement

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
11/15/23	11/15/23	Purchase - Interest 161571HT4	1.00	3,719.50	289,538.64
11/15/23	11/15/23	Purchase - Interest 14318UAD3	1.00	2,981.50	292,520.14
11/15/23	11/15/23	Purchase - Interest 14318MAD1	1.00	1,869.21	294,389.35
11/15/23	11/15/23	Purchase - Interest 14317HAC5	1.00	1,134.25	295,523.60
11/15/23	11/15/23	Purchase - Interest 14317DAC4	1.00	135.05	295,658.65
11/15/23	11/15/23	Purchase - Interest 14314QAC8	1.00	46.93	295,705.58
11/15/23	11/15/23	Purchase - Interest 14044CAC6	1.00	143.16	295,848.74
11/15/23	11/15/23	Purchase - Interest 14041NGA3	1.00	2,152.17	298,000.91
11/15/23	11/15/23	Purchase - Interest 14041NFZ9	1.00	1,166.67	299,167.58
11/15/23	11/15/23	Purchase - Interest 14041NFY2	1.00	433.33	299,600.91
11/15/23	11/15/23	Purchase - Interest 05522RDG0	1.00	1,077.75	300,678.66
11/15/23	11/15/23	Purchase - Interest 02582JJZ4	1.00	1,217.50	301,896.16
11/15/23	11/15/23	Purchase - Interest 02582JJX9	1.00	1,113.75	303,009.91
11/15/23	11/15/23	Purchase - Interest 02582JJT8	1.00	2,302.38	305,312.29
11/15/23	11/15/23	Purchase - Interest 02008MAC3	1.00	3,748.50	309,060.79
11/15/23	11/15/23	Purchase - Interest 02008JAC0	1.00	1,434.33	310,495.12
11/15/23	11/15/23	Purchase - Principal 14314QAC8	1.00	9,340.34	319,835.46
11/15/23	11/15/23	Purchase - Principal 14044CAC6	1.00	13,514.74	333,350.20
11/15/23	11/15/23	Purchase - Principal 44935FAD6	1.00	11,683.76	345,033.96
11/15/23	11/15/23	Purchase - Principal 58769VAC4	1.00	7,682.78	352,716.74
11/15/23	11/15/23	Purchase - Principal 345286AC2	1.00	14,533.09	367,249.83
11/15/23	11/15/23	Purchase - Principal 41284YAD8	1.00	27,970.96	395,220.79



For the Month Ending **November 30, 2023**

## Account Statement

City of Antioch - Investment Portfolio - 6090-002

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
11/15/23	11/15/23	Purchase - Principal 50117XAE2	1.00	20,034.72	415,255.51
11/15/23	11/15/23	Purchase - Principal 44933LAC7	1.00	9,662.55	424,918.06
11/15/23	11/15/23	Purchase - Principal 50117TAC5	1.00	12,261.98	437,180.04
11/15/23	11/15/23	Purchase - Principal 98163WAC0	1.00	8,515.32	445,695.36
11/15/23	11/15/23	Purchase - Principal 98163KAC6	1.00	16,284.33	461,979.69
11/15/23	11/15/23	Purchase - Principal 14317DAC4	1.00	18,211.11	480,190.80
11/16/23	11/16/23	Purchase - Interest 38145GAH3	1.00	7,875.00	488,065.80
11/16/23	11/16/23	Purchase - Interest 362554AC1	1.00	80.60	488,146.40
11/16/23	11/16/23	Purchase - Interest 362583AD8	1.00	1,098.88	489,245.28
11/16/23	11/16/23	Purchase - Interest 362585AC5	1.00	632.92	489,878.20
11/16/23	11/16/23	Purchase - Interest 36265WAD5	1.00	1,031.33	490,909.53
11/16/23	11/16/23	Purchase - Interest 36267KAD9	1.00	749.38	491,658.91
11/16/23	11/16/23	Purchase - Interest 380146AC4	1.00	211.44	491,870.35
11/16/23	11/16/23	Purchase - Principal 380146AC4	1.00	11,096.85	502,967.20
11/16/23	11/16/23	Purchase - Principal 362554AC1	1.00	8,244.17	511,211.37
11/20/23	11/20/23	Purchase - Interest 89236TKT1	1.00	5,562.50	516,773.87
11/20/23	11/20/23	Purchase - Interest 92868AAC9	1.00	473.00	517,246.87
11/21/23	11/21/23	Purchase - Interest 43815GAC3	1.00	158.84	517,405.71
11/21/23	11/21/23	Purchase - Principal 43815GAC3	1.00	14,674.71	532,080.42
11/24/23	11/24/23	Purchase - Interest 40428HTA0	1.00	15,000.00	547,080.42
11/27/23	11/27/23	Purchase - Interest 3137FETM2	1.00	1,386.87	548,467.29
11/27/23	11/27/23	Purchase - Interest 3137BSP72	1.00	1,890.26	550,357.55



## Account Statement

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
11/27/23	11/27/23	Purchase - Interest 3137BRQJ7	1.00	2,462.92	552,820.47
11/27/23	11/27/23	Purchase - Interest 3137BNGT5	1.00	2,573.44	555,393.91
11/27/23	11/27/23	Purchase - Interest 3137BN6G4	1.00	1,372.71	556,766.62
11/27/23	11/27/23	Purchase - Interest 3136ARTE8	1.00	705.39	557,472.01
11/27/23	11/27/23	Purchase - Interest 05602RAD3	1.00	789.13	558,261.14
11/27/23	11/27/23	Purchase - Interest 05592XAD2	1.00	843.29	559,104.43
11/27/23	11/27/23	Purchase - Interest 3140J9DU2	1.00	542.43	559,646.86
11/27/23	11/27/23	Purchase - Interest 12189LAV3	1.00	1,050.00	560,696.86
11/27/23	11/27/23	Purchase - Principal 12189LAV3	1.00	218,382.75	779,079.61
11/27/23	11/27/23	Purchase - Interest 771196BT8	1.00	2,736.07	781,815.68
11/27/23	11/27/23	Purchase - Principal 771196BT8	1.00	576,612.00	1,358,427.68
11/27/23	11/27/23	Purchase - Interest 002824BB5	1.00	1,917.50	1,360,345.18
11/27/23	11/27/23	Purchase - Principal 002824BB5	1.00	315,643.25	1,675,988.43
11/27/23	11/27/23	Purchase - Principal 3136ARTE8	1.00	425.66	1,676,414.09
11/27/23	11/27/23	Purchase - Principal 3137FETM2	1.00	8,854.45	1,685,268.54
11/27/23	11/27/23	Purchase - Principal 3140J9DU2	1.00	4,070.73	1,689,339.27
11/27/23	11/27/23	Redemption - Interest 771196CE0	1.00	(1,382.06)	1,687,957.21
11/27/23	11/27/23	Redemption - Principal 771196CE0	1.00	(678,118.50)	1,009,838.71
11/27/23	11/27/23	Redemption - Principal 02665WEQ0	1.00	(377,527.50)	632,311.21
11/27/23	11/27/23	Redemption - Interest 02665WEQ0	1.00	(3,202.08)	629,109.13
11/28/23	11/28/23	Redemption - Principal 3137F1G44	1.00	(543,172.85)	85,936.28
11/28/23	11/28/23	Redemption - Interest 3137F1G44	1.00	(1,398.54)	84,537.74





## Account Statement

For the Month Ending **November 30, 2023**

City of Antioch - Investment Portfolio - 6090-002

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
11/30/23	11/30/23	Purchase - Interest 912828YV6	1.00	19,125.00	103,662.74
11/30/23	11/30/23	Purchase - Interest 194162AQ6	1.00	2,698.67	106,361.41
11/30/23	11/30/23	Purchase - Principal 194162AQ6	1.00	229,979.30	336,340.71
11/30/23	11/30/23	Purchase - Principal 91282CCCL3	1.00	484,863.28	821,203.99
11/30/23	11/30/23	Purchase - Interest 91282CCCL3	1.00	703.13	821,907.12
11/30/23	11/30/23	Redemption - Principal 3137BTUM1	1.00	(476,425.78)	345,481.34
11/30/23	11/30/23	Redemption - Interest 3137BTUM1	1.00	(1,348.10)	344,133.24
11/30/23	12/01/23	Accrual Income Div Reinvestment - Distributions	1.00	1,323.18	345,456.42

### Closing Balance

**345,456.42**

	Month of November	Fiscal YTD July-November
Opening Balance	32,287.45	0.00
Purchases	2,395,744.38	2,428,031.83
Redemptions (Excl. Checks)	(2,082,575.41)	(2,082,575.41)
Check Disbursements	0.00	0.00

Opening Balance	Closing Balance
Purchases	Average Monthly Balance
Redemptions (Excl. Checks)	Monthly Distribution Yield
Check Disbursements	

345,456.42

288,574.16

5.58%

Closing Balance	<b>345,456.42</b>	<b>345,456.42</b>
Cash Dividends and Income	1,323.18	1,328.15



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of March 12, 2024

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

**SUBMITTED BY:** Thomas Lloyd Smith, City Attorney *TLS*

**SUBJECT:** Adopt the Ordinance of the City Council of the City of Antioch, California, Adding Chapter 4 to Title 4 (Public Safety) of the Antioch Municipal Code Relating to Organizing or Advertising Street Racing, Sideshows, and Reckless Driving Exhibitions

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the Ordinance adding Chapter 4 to Title 4 (Public Safety) to the Antioch Municipal Code, which prohibits organizing or advertising street racing, sideshows, and reckless driving exhibitions.

### **FISCAL IMPACT**

There is no fiscal impact associated with the recommended action.

### **DISCUSSION**

On November 14, 2023, the City Council considered, as a discussion item, a proposed Ordinance prohibiting spectators at illegal street races, sideshows, or reckless driving exhibitions on or in public highways or offstreet parking facilities within the City. During that discussion, the City Council provided direction that the Council did not want to criminalize the act of being a spectator at an illegal race, instead Council sought to focus on the actions of more culpable individuals, such as individuals who may directly organize or advertise such activities.

On February 27, 2024, the City Council introduced by title only and waived further reading of an Ordinance that would prohibit advertising or organizing various types of illegal street races, sideshows, or reckless driving exhibitions on or in public highways or offstreet parking facilities within the City.

At the March 12, 2024 meeting, the City Council will consider whether to adopt the Ordinance adding Chapter 4 to Title 4 (Public Safety) of the Antioch Municipal Code, which prohibits organizing or advertising street racing, sideshows, and reckless driving exhibitions.

### **Analysis**

The California Vehicle Code (CVC) criminalizes engaging in motor vehicle speed contests, speed exhibitions, and reckless driving, including aiding and abetting these activities. Under state law, violators are guilty of a misdemeanor and face penalties including up to 90 days in jail, a fine of \$1,000, or both, 40 hours of community service, and suspension of a perpetrator's driver's license for three to six months. Increased penalties are imposed on repeat violators or violations resulting in serious bodily injury.

Despite law enforcement efforts to enforce the existing State regulations, the City's streets have been the site of continuing illegal sidseshows, speed contests, and exhibitions of speed over several years. These events attract spectators. The presence of spectators encourages street racing to continue, which creates a public nuisance that generates noise, air pollution, an increase in traffic accidents, property crimes and damage, personal injuries, deaths, and calls for law enforcement and emergency medical services. California DMV reported a significant increase in 2021 in the number of reckless driving citations statewide and an 80% increase in excessive speed violations. The California Highway Patrol has reported as of May 2023 that, in the past five years, 264 collisions statewide attributed to street racing and sidseshows, resulting in 30 fatalities and 124 serious injuries. Therefore, illegal street racing poses an imminent risk to the health and safety of participants, spectators, and the general public.

The Ordinance attempts to discourage illegal sidseshows, street races, and exhibitions of speed within the City, by regulating the organizing or advertising of such activities. The following activities would be specifically prohibited:

- Knowingly organizing a street race, sidseshow, reckless driving exhibition, or exhibition of speed conducted within the City on a public street, highway, or in an offstreet parking facility.
- Advertising, within the City, a street race, sidseshow, or exhibition of speed conducted or to be conducted in the City on a public street, highway, or in an offstreet parking facility.
- Advertising online, including on social media, a street race, sidseshow, or exhibition of speed conducted or to be conducted in the City on a public street, highway, or in an offstreet parking facility.

The Ordinance targets a clear, limited population and gives proper notice to individuals as to which activities are lawful and which activities are unlawful. Advertising illegal activity is not constitutionally protected speech. The Ordinance includes proper exclusions to prevent interference with or inhibition of any lawful exercise of constitutionally protected rights of freedom of press and freedom of speech.

### **ATTACHMENTS**

#### **A. Ordinance**

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH,  
CALIFORNIA, ADDING CHAPTER 4 TO TITLE 4 (PUBLIC SAFETY) OF THE  
ANTIOCH MUNICIPAL CODE RELATING TO ORGANIZING OR ADVERTISING  
STREET RACING, SIDESHOWS, AND RECKLESS DRIVING EXHIBITIONS**

**WHEREAS**, motor vehicle speed contests and exhibitions of speed, more commonly referred to as “street races,” and common acts of reckless driving often occur during, or when preparations are being made for, such illegal street races. This includes pre-race events referred to as “sideshows” or motorcycle “stunting” in which groups of people block streets and sidewalks to form sideshow or stunt areas in conjunction with street races;

**WHEREAS**, street races, sideshows, and motorcycle stunting pose an immediate threat to the health and safety of the public, interfere with pedestrian and vehicular traffic, create a public nuisance, and inhibit private business owners from enjoying the use of their property within the City;

**WHEREAS**, groups of racers, sideshow participants, stunters, and spectators gather on the streets and in off-street parking facilities and, among other things, block traffic on the streets and sidewalks in order to form a racetrack, sideshow or stunt area, and otherwise encourage, aid, and abet the street racing process;

**WHEREAS**, illegal street racers accelerate to high speeds, which increases the risk of harm to oncoming traffic, pedestrians, or other vehicles, and the racers drive quickly from street to street, race for several hours, and then move to different locations upon the arrival of law enforcement;

**WHEREAS**, these activities often result in an increase in traffic accidents, property crimes and damage, personal injuries, deaths, and calls for law enforcement and emergency medical service;

**WHEREAS**, these illegal street racing activities pose an imminent risk to the health and safety of participants, spectators, and the general public;

**WHEREAS**, pursuant to California Vehicle Code sections 23103, *et seq.*, and 23109, *et seq.*, motor vehicle speed contests, reckless driving, exhibitions of speed conducted on public streets and highways, and reckless driving conducted on public streets, highways, and off-street parking facilities, as well as aiding and abetting in some of these violations, are already illegal under California law;

**WHEREAS**, the City’s streets have been the site of continuing illegal sideshows, speed contests, and exhibitions of speed over several years, despite law enforcement efforts to prevent and abate these illegal events through the enforcement of existing traffic laws;

**WHEREAS**, illegal street racing, sideshows, and motorcycle stunting attract many spectators, and the presence of spectators at these events encourages street racing to continue and creates an environment in which illegal activities can flourish;

**WHEREAS**, illegal street racing, sideshows, and motorcycle stunting can generate revenue for organizers and advertisers;

**WHEREAS**, advertising illegal activity is not constitutionally protected speech; and

**WHEREAS**, the City desires to discourage illegal sideshows, street races, and exhibitions of speed by criminalizing the organizing or advertising of such activities within the City.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES ORDAIN AS FOLLOWS:**

**Section 1. INCORPORATION OF RECITALS.** The foregoing recitals are true, correct, and incorporated by reference as if set forth in full herein.

**Section 2. PURPOSE.** The purpose of this Ordinance is to discourage and prevent street racing, sideshows, reckless driving exhibitions, and related activities by prohibiting persons from organizing or advertising such events, and providing appropriate enforcement measures to protect the public and deter this criminal activity.

**Section 3. ADDITION OF CHAPTER 4.** Chapter 4 is hereby added to Title 4 (Public Safety) of the Antioch Municipal Code to read as follows:

#### **“Chapter 4”**

#### **Street Racing, Sideshows, and Reckless Driving Exhibitions**

- 4-4.101 Findings and Purpose**
- 4-4.102 Definitions**
- 4-4.103 Nonexclusive Remedy**
- 4-4.104 Organizing or Advertising Sideshows, Street Races, and Reckless Driving Prohibited**
- 4-4.105 Relevant Circumstances to Prove a Violation**
- 4-4.106 Enforcement**

#### **4-4.101 Purpose and Incorporation of Recitals**

- (A) The streets within the City have been the site of continuing illegal sideshows, speed contests, and exhibitions of speed over several years despite law enforcement efforts to prevent and abate these illegal events through the enforcement of existing traffic laws. Illegal motor vehicle sideshows, speed contests and exhibitions of speed are fueled

by the activities of organizers and advertisers and create an environment in which these, as well as other, illegal activities can flourish. Often, such events generate profit for their organizers and advertisers. The intent and purpose of this Chapter is to discourage the organization and advertising of illegal vehicle sideshows, speed contests, and exhibitions of speed in the City. This Chapter targets a clear, limited population and gives proper notice to individuals as to which activities are lawful and which activities are unlawful. The dangers associated with spectating and participating in illegal sideshows, street races, and exhibitions of speed will be discouraged in part by discouraging organization and advertising of such events in the City.

- (B) This Chapter is not intended to interfere with or inhibit any exercise of constitutionally protected rights of freedom of press and freedom of speech such as (but not limited to) peaceful expressions of political or religious opinions, not involving offensive personal conduct. The City Council finds and declares that advertisements for illegal events such as street racing, motor vehicle sideshows, speed contests, and exhibitions of speed are not legally protected speech.
- (C) This Chapter is intended to compliment state laws governing the regulation of speed contests, exhibitions of speed, and sideshows. This Chapter is not intended to preempt state laws governing the regulation of illegal motor vehicle sideshows, speed contests, and exhibitions of speed events.

#### **4-4.102 Definitions**

For purposes of this Chapter, unless a word's context clearly requires otherwise, the following definitions apply:

**A.** "Advertise" means to promote, publish, announce, or declare the occurrence or fact of an event, for the purpose of either: (i) increasing attendance by participants or spectators at such event or future events of a substantially similar nature; or (ii) soliciting payment, funds, contributions, donations, entry fees, or other consideration. Advertising may be done in writing or orally, by sign, card, or notice, whether electronically or via physical media.

**B.** "Driver" means any person who drives a motor vehicle.

**C.** "Event" means an illegal motor vehicle speed contest, exhibition of speed, or sideshow, as those terms are defined in the California Vehicle Code.

**D.** "Exhibition of speed" means any unlawful motor vehicle exhibition of speed as defined by California Vehicle Code Section 23109(c), as may be amended,

whether or not the exhibition of speed is attended by persons other than the drivers performing such unlawful activity.

**E.** “Motor vehicle” means a vehicle as defined in California Vehicle Code Section 670, as may be amended.

**F.** “Motor vehicle speed contest” means any unlawful motor vehicle speed contest, as defined by California Vehicle Code Section 23109(a), as may be amended, whether or not the race is attended by persons other than the drivers racing the vehicles on City streets.

**G.** “Offstreet parking facility” has the same meaning as set forth in subdivision (c) of California Vehicle Code Section 12500, as may be amended, and includes any public or private parking facility open and accessible to members of the public.

**H.** “Person” includes any natural person and any legal person, including but not limited to a corporation, partnership, or limited liability company.

**I.** “Preparations for,” or “Organizing,” any sideshow, street race or reckless driving exhibition includes, but is not limited to, any of the following acts done for the purpose of a sideshow, street race or reckless driving exhibition:

1. One (1) or more motor vehicles and persons have arrived at a predetermined location on a public street or highway or in an offstreet parking facility;
2. Two (2) or more persons have gathered on, or adjacent to, a public street or highway;
3. Two (2) or more persons have gathered in an offstreet parking facility;
4. One (1) or more persons have impeded the free use of a public street, highway, or offstreet parking facility by acts, words, or physical barriers;
5. One (1) or more motor vehicles have lined up on a public street, highway, or offstreet parking facility with motors running;
6. One (1) or more drivers is revving a motor vehicle’s engine or causing the motor vehicle’s tires to spin; or
7. A person is standing or sitting in a location to act as a race starter.

**J.** “Reckless driving exhibition” means any exhibition of reckless driving as defined in Vehicle Code Section 23103, as may be amended.



**K.** “Sideshow” means an event in which two or more persons block or impede traffic on a highway for the purpose of performing motor vehicle stunts, street racing, or reckless driving for spectators referred to in subdivision (i)(2)(A) of the California Vehicle Code Section 23109, as may be amended.

**L.** “Street race” or “street racing” means any motor vehicle speed contest or motor vehicle exhibition of speed referred to in subdivisions (a) and (c) of California Vehicle Code Section 23109, as may be amended.

#### **4-4.103 Nonexclusive Remedy**

This Chapter is not the exclusive regulation of nor penalty for participation in a motor vehicle speed contest, exhibition of speed, stunting, sideshow, reckless driving exhibition, or similar illegal activity. This Chapter supplements and is in addition to any other regulatory codes, statutes, and ordinances heretofore or hereinafter enacted by the City, the State, or any other legal entity or agency having jurisdiction.

#### **4-4.104 Organizing or Advertising Street Races, Sideshows, and Reckless Driving Exhibitions Prohibited**

**A.** It shall be unlawful for any person to knowingly organize a street race, sideshow, reckless driving exhibition, or exhibition of speed conducted within the City on a public street, highway, or in an offstreet parking facility.

**B.** It shall be unlawful for any person to advertise, within the City, a street race, sideshow, or exhibition of speed conducted or to be conducted in the City on a public street, highway, or in an offstreet parking facility.

**C.** It shall be unlawful for any person to advertise online, including on social media, a street race, sideshow, or exhibition of speed conducted or to be conducted in the City on a public street, highway, or in an offstreet parking facility.

**D.** Exceptions. This Section shall not apply in any of the following instances:

1. Where its application would result in an interference with or inhibition of any lawful exercise of constitutionally protected rights of freedom of press and freedom of speech. Speech promoting or encouraging imminent lawless conduct is not protected speech.
2. Nothing in this section prohibits law enforcement officers or their agents from sharing information about known or suspected events in which an illegal street race, sideshow, reckless driving exhibition, and/or exhibition of speed occurred, may occur, or may be occurring.
3. Geographic proximity to a street race, sideshow, reckless driving exhibition, or exhibition of speed alone is insufficient evidence to meet the criteria to be found guilty of organizing.

#### **4-4.105 Relevant Circumstances to Prove a Violation**

**A.** Notwithstanding any other provision of law, factors to consider in determining if a violation of this Chapter has occurred may include, but are not limited to, any of the following:

1. The person charged has previously participated in, advertised, organized, promoted, or facilitated a street race, sideshow, exhibition of speed, or reckless driving exhibition;
2. The person charged has previously aided and abetted street racing, sideshows, exhibitions of speed, or reckless driving exhibitions;
3. To the fullest extent permissible by law, evidence of prior act(s) may be considered to show the plan, opportunity, intent, knowledge, identity, and/or propensity of the person charged to organize or advertise a street race, sideshow, or a reckless driving exhibition if the prior act(s) occurred within three (3) years of the presently charged offense.

**B.** In addition to the circumstances set out in subsection (A), above, and notwithstanding any other provision of law, to prove a violation of this Chapter, admissible evidence may also include, but is not limited to, any of the following:

1. The nature and description of the scene, including the number and configuration of traffic lanes;
2. The number of people at the scene;
3. The number and descriptions of motor vehicles at the scene.

**C.** For purposes of subsection (B), above, "Scene" refers to the location of a sideshow, street race, reckless driving exhibition, or exhibition of speed, or the location of preparations for such an event.

#### **4-4.106 Enforcement**

Any person who violates this chapter is guilty of a misdemeanor subject to a maximum of six (6) months in jail, a fine of \$1,000, or both, unless at the discretion of the district attorney or a court of competent jurisdiction, the violation is reduced to an infraction. The City may seek compliance with this chapter by any remedy allowed under this Code and any other remedy allowed by law, including but not limited to the administrative citation procedures set forth in Antioch Municipal Code § 1-5. The amount of the administrative fine is \$1,000 for each violation."

**Section 4. CEQA COMPLIANCE.** The City Council finds that the adoption and implementation of this ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the

Ordinance may have a significant effect on the environment, under CEQA Guidelines section 15064(e), which exempts purely economic regulations, and under Public Resources Code Section 21080(b)(4) regarding actions to mitigate or prevent an emergency.

**Section 5. SEVERABILITY.** If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

**Section 6. EFFECTIVE DATE.** This Ordinance shall become effective thirty (30) days after its adoption by the City Council.

**Section 7. CERTIFICATION.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted as prescribed by law.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 27<sup>th</sup> day of February 2024, and passed and adopted at a regular meeting thereof, held on the 12<sup>th</sup> day of March 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

**LAMAR A. HERNANDEZ-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 March 12, 2024

**SUBMITTED BY:** Zoe Merideth, Planning Manager *ZM*

**APPROVED BY:** Kevin Scudero, Acting Community Development Director *KS*

**SUBJECT:** Extension of Vesting Tentative Subdivision Map 9501 & Design Review Approvals for Creekside Vineyards at Sand Creek (GP-19-06, PD-19-02)

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving a two-year extension of the Vesting Tentative Subdivision Map (VTSM 9501) and design review approvals for the Creekside Vineyards at Sand Creek project.

### **FISCAL IMPACT**

There is no direct fiscal impact because of this action.

### **ENVIRONMENTAL REVIEW**

An Environmental Impact Report (EIR) was adopted and certified on March 23, 2021.

### **DISCUSSION**

On March 23, 2021, the City Council approved the project known as the Creekside Vineyards at Sand Creek project. The project includes the development of a 220-unit residential community and associated improvements on approximately 58.9 acres of the 158.2-acre project site, as well as 1.8-acres of off-site improvements. The project site is located south of the future extension of Sand Creek Road in the southeastern portion of the city (APN: 057-050-024). The approved VTSM 9501 subdivides the project site into 220 single-family residential lots, as well as parcels for associated improvements as well as open space.

The City Council adopted Resolution 2021/52, which approved VTSM 9501, Design Review, and Resource Management Plan for Creekside Vineyards at Sand Creek. Specific entitlement approvals include an Environmental Impact Report, General Plan Amendment, Master Development Plan/Rezone, Vesting Tentative Subdivision Map, Design Review, and Resource Management Plan.

### Previous Extension

The applicant requested an extension of the original project approvals in September 2022.

The Conditions of Approval in Resolution 2021/52 include General Condition A 1 for project expiration:

This approval expires two years from the date of approval by the City Council (March 23, 2023), unless a building permit has been issued and construction has diligently commenced thereon and has not expired, or an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one one-year extension shall be granted.

Chapter 4 "Subdivisions" and Article 3 "Tentative Maps" of the Antioch Municipal Code (AMC) includes expiration and extension policies for approved tentative maps. This provision also requires the recommendation of the Planning Commission to the City Council for the extension approval of one additional year.

### 9-4.314 EXPIRATION AND EXTENSION.

An approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval. Upon an application of the subdivider filed prior to the expiration of the tentative map, and following the recommendation of the Commission, the time at which the map expires may be extended by the Council for a period of one additional year.

VTSM 9501 was approved on March 23, 2021, and was set to expire March 23, 2023. The applicant requested an extension of the map pursuant to AMC 9-4.314. The City Council granted this request on December 13, 2022. The current expiration date for the VTSM is March 23, 2024.

### Second Extension

On January 22, 2024, the City received a second request for an extension of the VTSM 9501 and design review approvals due to the delays in obtaining permits for the United States Army Corps of Engineers and the California Department of Fish and Wildlife. The applicant is now requesting a two-year extension to ensure that all permitting is completed within the extension timeframe.

While the AMC allows for one, one-year extension, the Subdivision Map Act, which governs subdivisions throughout the State of California, provides that a city may extend a tentative map for an additional amount of time not to exceed six years (Gov. Code § 66542.6(e).) This maximum six-year extension is in addition to the AMC's extension.

As outlined in the applicant's request, the applicant is working through permitting with Federal and State agencies. There are no changes to the proposed project that would warrant changes to the conditions of approval. California continues to face a housing shortage and this project furthers the production of housing within the City of Antioch. Staff recommends approving the extension to allow the applicant time to secure all necessary permits.

The Planning Commission voted 5-0, with one member absent, to adopt the resolution recommending the City Council approve the extension.

If approved, the new expiration date will be March 23, 2026. The previously approved Conditions of Approval will be carried forward without any change and as originally approved by the City Council in March 2021.

**ATTACHMENTS**

- A. Resolution Approving Extension of the Project Approvals
- B. Request Letter
- C. Resolution 2021/52



ATTACHMENT A

RESOLUTION NO. 2024/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING  
THE TWO-YEAR EXTENSION OF THE VESTING TENTATIVE SUBDIVISION MAP  
AND DESIGN REVIEW APPROVALS OF THE CREEKSIDE VINEYARDS AT SAND  
CREEK PROJECT (GP-19-06, PD-19-02)**

**WHEREAS**, the City of Antioch ("City") received an application from GBN Partners, LLC ("Applicant") and approved a General Plan Amendment; Master Development Plan/Rezone; Vesting Tentative Subdivision Map; Design Review; and Resource Management Plan for the development of a 220-unit residential community and associated improvements on approximately 58.9 acres of the 158.2-acre project site, as well as 1.8-acres of off-site improvements, which is known as the Creekside/Vineyards at Sand Creek Project ("Project") (GP-19-06, PD-19-02);

**WHEREAS**, the project site consists of a 158.2-acre parcel located south of the future extension of Sand Creek Road in the southeastern portion of the City of Antioch, California;

**WHEREAS**, the project site is bordered by the City of Antioch/Contra Costa County line to the south and the City of Antioch/City of Brentwood limit to the east and is identified by Assessor's Parcel Number (APN) 057-050-024. Sand Creek is located to the north of the site, and State Route (SR) 4 is located approximately 0.38-mile east of the site. The project site is situated within the Sand Creek Focus Area of the General Plan;

**WHEREAS**, a Final Environmental Impact Report and Mitigation Monitoring and Reporting Program was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, and approved by the City Council on March 23, 2021, based on findings of fact and adopting a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program;

**WHEREAS**, the Vesting Tentative Subdivision Map, Design Review, and Resource Management Plan were approved by the City Council on March 23, 2021;

**WHEREAS**, the applicant received approval of Design Guidelines for the Project establishing guidelines for future development within the Creekside/Vineyards at Sand Creek Project on March 23, 2021;

**WHEREAS**, the applicant received approval of a Resource Management Plan for the Project as called for in Section 10.3.2.(e) of the Antioch General Plan and consistent with the "Framework for a Resource Management Plan for the Sand Creek Focus Area" contained in General Plan Appendix A. The Resource Management Plan incorporates the biological resources mitigation measures identified in the Final Environmental Impact Report;

**RESOLUTION NO. 2024/xxx**

March 12, 2024

Page 2

**WHEREAS**, on September 19, 2022, an extension request was received from the Applicant requesting review of an extension of Vesting Tentative Subdivision Map 9501 and Design Review approvals;

**WHEREAS**, on December 13, 2022, the City Council duly held a public meeting, received and considered evidence, both oral and documentary and approved the extension of the Vesting Tentative Subdivision Map 9501 and Design Review approvals for one year, expiring on March 23, 2024;

**WHEREAS**, on January 22, 2024, the City of Antioch received a second written request from the applicant for a two-year extension of the project approvals for the Creekside Vineyards at Sand Creek Project. The extension would again extend the expiration date of the approvals for Vesting Tentative Subdivision Map (VTSM 9501) for and Design Review;

**WHEREAS**, the applicant requires additional time to obtain permits from State agencies;

**WHEREAS**, California suffers from a shortage of housing and this project furthers the development of housing within the City of Antioch;

**WHEREAS**, a subsequent environmental document does not need to be prepared because (1) no changes to the project are proposed requiring revisions to the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects, (2) no substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects, and (3) no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence or at the time the previous EIR was adopted;

**WHEREAS**, the Planning Commission held a public meeting on February 21, 2024, considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request;

**WHEREAS**, the Planning Commission recommended that the City Council approve the extension; and

**WHEREAS**, the City Council held a public meeting on March 12, 2024, considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves a two-year extension of the project approvals for the Vesting Tentative Subdivision Map (VTSM 9501) and Design Review for the Creekside Vineyards at Sand Creek project contained in Resolution 2021/52 until March 23, 2026.

\* \* \* \* \*

**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 12th day of March 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

ATTACHMENT B

**GBN PARTNERS, LLC**  
3820 Blackhawk Road  
Danville, CA 94506

January 18, 2024

Zoe Meredith  
Planning Manager  
City of Antioch  
P.O. Box 5007  
Antioch, CA 94531-5007

**RECEIVED**  
JAN 22 2023  
CITY OF ANTIOCH  
COMMUNITY DEVELOPMENT

RE: REQUEST EXTENSION OF SUBDIVISION 9501 AND DESIGN REVIEW APPROVALS

Dear Zoe,

This letter serves as a request for a two-year extension of Vesting Tentative Subdivision Map 9501 ("VTSM 9501") and Design Review for the Creekside/Vineyards at Sand Creek Property Site. As you may know, we have been diligently processing environmental permits for this subdivision over the course of this past three years through the United States Army Corps of Engineers and the California Department of Fish and Wildlife, among other agencies. As a result of this process, we have incurred delays that have taken us nearly to the expiration date of VTSM 9501 necessitating this request for an extension.

Should you have any questions or require additional information, please let me know. I can be reached at (925) 330-8656. Thank you.

Sincerely,



Earl Callison

ATTACHMENT C

**CITY COUNCIL  
RESOLUTION NO. 2021-52**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING OF THE VESTING TENTATIVE SUBDIVISION MAP, DESIGN REVIEW,  
AND RESOURCE MANAGEMENT PLAN FOR THE CREEKSIDE/VINEYARDS AT  
SAND CREEK PROJECT**

**WHEREAS**, the City of Antioch ("City") received an application from GBN Partners, LLC ("Applicant") seeking City approval of the following: a General Plan Amendment; Master Development Plan/Rezone; Vesting Tentative Subdivision Map; Design Review; and Resource Management Plan for the development of a 220-unit residential community and associated improvements on approximately 58.9 acres of the 158.2-acre project site, as well as 1.8-acres of off-site improvements, which is known as the Creekside/Vineyards at Sand Creek Project ("Project") (GP-19-06, PD-19-02);

**WHEREAS**, the project site consists of a 158.2-acre parcel located south of the future extension of Sand Creek Road in the southeastern portion of the City of Antioch, California;

**WHEREAS**, the project site is bordered by the City of Antioch/Contra Costa County line to the south and the City of Antioch/City of Brentwood limit to the east and is identified by Assessor's Parcel Number (APN) 057-050-024. Sand Creek is located to the north of the site, and State Route (SR) 4 is located approximately 0.38-mile east of the site. The project site is situated within the Sand Creek Focus Area of the General Plan;

**WHEREAS**, a Final Environmental Impact Report and Mitigation Monitoring and Reporting Program was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, and considered by the Planning Commission on February 17, 2021;

**WHEREAS**, the proposed Vesting Tentative Subdivision Map, Design Review, and Resource Management Plan were considered by the Planning Commission on February 17, 2021, and the Planning Commission recommended approval to the City Council;

**WHEREAS**, on March 23, 2021, the City Council certified the Final Environmental Impact Report, based on findings of fact and adopting a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program;

**WHEREAS**, the applicant has prepared Design Guidelines for the Project in order to customize the City of Antioch's Residential Design Guidelines specifically for the Project and to establish guidelines for future development within the Creekside/Vineyards at Sand Creek Project;

**WHEREAS**, the applicant has prepared a Resource Management Plan for the Project as called for in Section 10.3.2.(e) of the Antioch General Plan and consistent with the "Framework for a Resource Management Plan for the Sand Creek Focus Area" contained in General Plan Appendix A. The Resource Management Plan incorporates the biological resources mitigation measures identified in the Final Environmental Impact Report; and

**WHEREAS**, the City Council duly gave notice of public hearing as required by law and on March 23, 2021, held a public hearing on the matter, and received and considered evidence, both oral and documentary.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby make the following findings for approval of a Vesting Tentative Subdivision Map:

1. That the subdivision, design and improvements are consistent with the General Plan, as required by Section 66473.5 of the Subdivision Map Act and the City's Subdivision Regulations. The site has a General Plan Designation of Medium Low Density Residential and is zoned Planned Development and the subdivision will accommodate uses that are consistent with the General Plan on each of the lots created by the subdivision;
2. That the subdivision proposed by the Vesting Tentative Map complies with the rules, regulations, standards and criteria of the City's Subdivision Regulations. The proposed subdivision meets the City's criteria for the map. The City's Planning and Engineering staff have reviewed the Vesting Tentative Map and evaluated the effects of the subdivision proposed and have determined that the Vesting Tentative Map as conditioned complies with and conforms to all the applicable rules, regulations, standards, and criteria of the City's Subdivision Regulations; and
3. The Conditions of approval protect the public safety, health and general welfare of the users of the project and surrounding area. In addition, the conditions ensure the project is consistent with City standards.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby approve the Vesting Tentative Subdivision Map (Exhibit A), Phasing Map (Exhibit B), Design Guidelines (Exhibit C), and Resource Management Plan (Exhibit D), subject to the following conditions of approval:

**A. GENERAL CONDITIONS**

1. The development shall comply with the City of Antioch Municipal Code, unless a specific exception is granted thereto, or is otherwise modified in these conditions.
2. Concurrent with the first submittal of grading or improvement plans, the applicant shall submit a site plan exhibit showing the site plan as modified by conditions and approvals.
3. This approval expires two years from the date of approval by the City Council (March 23, 2023), unless a building permit has been issued and construction has diligently commenced thereon and has not expired, or an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one one-year extension shall be granted.
4. The applicant shall defend, indemnify, and hold harmless the City in any action brought challenging any land use approval or environmental review for the Project. In addition, applicant shall pay any and all costs associated with any challenge to the land use approval or environmental review for the Project, including, without limitation, the costs associated with any election challenging the Project.
5. A final and unchallenged approval of this project supersedes previous approvals that have been granted for this site.
6. Permits or approvals, whether discretionary or ministerial, will not be considered if the applicant is not current on fees, reimbursement and/or other payments that are due the City.
7. All advertising signs shall be consistent with the Sign Ordinance or as approved by the Community Development Director.
8. All required easements or rights-of-way for improvements shall be obtained by the applicant at no cost to the City of Antioch. Advance permission shall be obtained from any property or, if required from easement holders, for any work done within such property or easements.
9. All easements of record that are no longer required and affect individual lots or parcels within this project shall be removed prior to or concurrently with the recordation of the final map or subsequent separate document as approved by City Engineer.

**B. VESTING TENTATIVE MAP CONDITIONS**

1. The Vesting Tentative Map approval is subject to the timelines established in the State of California Subdivision Map Act.
2. Approval is based upon substantial conformance with the Vesting Tentative Map dated December 13, 2019.
3. Approval of this Vesting Tentative map shall not constitute the approval of any improvements shown on the Vesting Tentative map and shall not be construed as a guarantee of future extension or re-approvals of this or similar maps, nor is it an indication of future availability of water or sewer facilities or permission to develop beyond the capacities of these facilities.

**C. DISTRICTS AND ANNEXATION**

1. Prior to filing of a final map for recording, the applicant shall annex into CFD 2018-02 (Police Protection).
2. The property shall annex into CFD 2018-01 (Public Services) and accept a level of annual assessments enough to maintain public facilities in the vicinity of the project area at no cost to the City. The annual assessment shall cover the actual annual cost of maintenance as described in the Engineer's Report.
3. The applicant shall agree to participate and/or assist in the formation of a Community Facilities District (CFD) to fund the incremental cost of fire protection and ambulance service delivery. The developer shall contact the Office of the Fire Chief for specific details on the CFD.

**D. HOMEOWNERS ASSOCIATION AND CC&RS**

1. The applicant shall establish a Homeowners Association (HOA) for this project in conformance with the regulations set forth by the California Department of Real Estate. The HOA shall be responsible for maintaining:
  - All front yard landscaping.
  - All HOA owned parcels unless maintained by another HOA (Parcels 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M', 'N', 'O' and 'P').
  - Storm drain facilities (pipes, structures and Parcel 'D' basin)
  - Streets labelled 'A', 'B', 'C', 'D', 'E', 'F', 'G' and 'H'.



- The City shall be reimbursed for maintenance of landscape, roadway (including striping and signing), concrete (including sidewalk, curb, gutter and curb ramps), storm drain facilities, street lighting, and all other HOA facilities and amenities not maintained by the HOA to an acceptable City level.
2. Subject to approval by the state, the Codes, Covenants and Restrictions (CC&Rs) for the subdivision shall include a provision indicating that the City of Antioch is named as a third-party beneficiary with the right, but not the obligation, to enforce the provisions of the CC&Rs relating to the maintenance and repair of the property and improvements, including but not limited to landscaping, streets, curbs, gutters, street lights, parking, open space, storm water facilities and the prohibition of nuisances. The City shall have the same rights and remedies as the Association, Manager or Owners are afforded under the CC&Rs, including but not limited to rights of entry. This right of enforcement is in addition to all other legal and equitable remedies available to the City, including the right to refuse to issue building permits for any building or structure that is not in compliance with applicable federal, state or local laws, regulations, permits or approvals. Neither action nor inaction by the City shall constitute a waiver or relinquishment of any rights or remedies. In addition, the CC&Rs shall include a provision that any design approvals required by the CC&RS for construction, reconstruction and remodeling are in addition to any approvals needed from the City as well. Further, the CC&Rs cannot be terminated or amended materially without the prior written consent of the Community Development Director and the City Attorney of the City of Antioch. Material changes are those that would change the fundamental purpose of the development including but not limited to:
- City approvals of uses or external modifications.
  - Property ownership or maintenance obligations including, but not limited to, common areas, storm water and landscaping.

The CC&Rs for this project shall be reviewed and approved by the City Attorney and the Community Development Director prior to the issuance of the first building permit.

3. The property shall annex into or establish and participate in a Lighting and Landscape District (LLD) and accept a level of annual assessments enough to maintain:
- a. The streetlights along frontage of public streets.
  - b. Landscaping along frontage of public streets.

**E. CONSTRUCTION CONDITIONS**

1. The use of construction equipment shall be as outlined in the Antioch Municipal Code and is restricted to weekdays between the hours 8:00 A.M. and 5:00 P.M., or as approved in writing by the City Manager. Requests for alternative days/time may be submitted in writing to the City Engineer for consideration.
2. The project shall be in compliance with and supply all the necessary documentation for Antioch Municipal Code § 6-3.2: Construction and Demolition Debris Recycling.
3. Standard dust control methods and designs shall be used to stabilize the dust generated by construction activities. The applicant shall post dust control signage with a contact number of the applicant, City staff, and the air quality control board.
4. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.

**F. SITE AND PROJECT DESIGN**

1. Provisions for mail delivery and locations of mailbox facilities shall be reviewed by the USPS and approved by the City Engineer prior to the approval of the final map.
2. All proposed improvements shall be constructed to City standards or as approved by the City Engineer.
3. All public streets shall intersect at approximately 90 degrees and meet the requirements of Caltrans Highway Design Manual for Intersection Design Standards (Topic 405), as approved by the City Engineer.
4. All driveways shall be perpendicular or radial to the street centerline, or as approved by the City Engineer.
5. Maximum driveway slope shall be 12% or as approved by the City Engineer.
6. All driveways shall be a minimum of five feet (5') from the curb return.
7. All public road right-of-way shall be located ten feet (10') behind the face-of-curb.
8. Curb ramps shall meet the latest version of Caltrans ramps.

9. Monolithic sidewalks with beveled curb shall be six inches (6") thick and reinforced as approved by the City Engineer. Sidewalks at driveway approaches shall be ADA complaint. Minimum sidewalks widths shall be as follows:
  - Adjacent to beveled curb, 4 feet excluding curb (bevel curb to be 12" deep by 3" high with ½" lip and 18" gutter).
  - Adjacent to vertical curb, 4.5 feet excluding curb.
10. Sight distance triangles shall be maintained per Antioch Municipal Code § 9-5.1101 Site Obstructions at Intersections, or as approved by the City Engineer.
11. A minimum of twenty feet (20') tangent shall extend beyond the return at intersections at public streets, or as approved by the City Engineer.
12. All lot sidelines shall be perpendicular or radial to the fronting street centerline at public streets for a distance of 20 feet, or as approved by the City Engineer.
13. Rear and side yard fencing shall be provided for all units. All fences shall be located at the top of slope, or as approved by the City Engineer.
14. In cases where a fence is to be built in conjunction with a retaining wall, and the wall face is exposed to a side street, the fence shall be setback a minimum of three feet (3') behind the retaining wall per Antioch Municipal Code § 9-5.1603, or as approved by the City Engineer.
15. The proposed street names listed below shall be approved by Planning Commission prior to recordation of the first final map. Changes to street names shall require Planning Commission review and approval.
  - Hillcrest Avenue (Existing).
  - Streets 'A', 'B', 'C', 'D', 'E', 'F', 'G' 'H' and 'I'.
  - Court 'A'.
16. The applicant shall provide a "checklist" of universal design accessibility features to home buyers as required by Health and Safety Code § 17959.6.
17. All improvements for each lot (water meters, sewer cleanouts, etc.) shall be contained outside of the driveway and within the lot and the projection of its sidelines, or as approved by the City Engineer.

18. One (1) on-street parking space per lot shall be located within close proximity to the unit served, as shown on the vesting tentative map dated December 13, 2019, or as approved by the City Engineer.
19. Cul-de-sac parking shall be provided as required by the City Engineer.
20. All fencing adjacent to open space (trails and basins) shall be wrought iron or other material as approved by the City Engineer. All fences shall be located at the top of slope, or as approved by the City Engineer.
21. All two-car garages shall be a minimum of twenty feet by twenty feet (20' x 20') clear inside dimensions or as approved by the Community Development Director.
22. The applicant and then the HOA, once the CC&Rs are operative, shall maintain all undeveloped areas within this subdivision in an attractive manner, which shall also ensure fire safety.

**G. UTILITIES**

1. Public utilities shall be constructed to their ultimate size and configuration with the road construction in which they are to be located.
2. All existing and proposed utilities shall be undergrounded (e.g. transformers and PMH boxes) and subsurface in accordance with the Antioch Municipal Code, except the existing PG&E towers or as approved by the City Engineer.
3. All sewage shall flow by gravity to the intersecting street sewer main.
4. Sewer main system shall be designed to drain northerly on Hilcrest Avenue and connect to the existing or proposed future 15" sanitary sewer main at Heidorn Ranch Road through 'B' Street or as approved by the City Engineer.
5. Sewer system for interior private streets shall all be 8" unless approved by City Engineer otherwise.
6. All public utilities, including storm drain pipes and ditches, shall be installed in streets avoiding between lot locations. All proposed drainage facilities, including open ditches, be constructed of Portland Concrete Cement or as approved by the City Engineer.

7. Prior to the recordation of the first final map, the applicant shall submit hydrology and hydraulic analyses with a storm water control plan to Contra Costa County Flood Control District and the City of Antioch for review and approval and pay all related drainage fees at no cost to the City as directed by the City Engineer.
8. The main storm drain system shall flow generally in a northeasterly direction into a detention basin system and eventually flow into Sand Creek through a proposed 60" storm drain outfall subject to the approval of the Contra Costa County Flood Control District and the City of Antioch.
9. The secondary storm drain system along Hillcrest Avenue shall flow generally in a northerly direction into a 48" storm drain and proposed clean water outfall system and eventually flow into Sand Creek subject to the approval of the Contra Costa County Flood Control District and the City of Antioch.
10. The detention basin and associated improvements shall be constructed prior to issuance of first building permit for residential structures.
11. The applicant shall provide adequate water pressure and volume to serve this development. This will include a minimum residual pressure of 20 psi with all losses included at the highest point of water service and a minimum static pressure of 50 psi or as approved by the City Engineer. See Fire Requirements for additional water flow conditions.
12. Water systems shall be designed as a looped distribution system, if not already connecting as a looped system, developer shall be responsible for installing any water mains to create a looped system at no cost to the City.
13. No utility system lines and crossings shall run in between two lots.
14. The houses shall contain rain gutters and downspouts that direct water away from the foundation as approved by the City Engineer.
15. Prior to acceptance of public utilities, the developer shall provide GPS coordinates of all in and above ground assets. This includes all Water Distribution Utility features, Collection Utility features, Storm Water Utility features, and inverts associated with these features. Developer is to also include GPS coordinates of metal subdivision entryway signs, street signs, light poles, and irrigation controllers. These GPS coordinates must be taken on a survey-grade sub-meter GPS data receiver/collector and provided in GIS shapefile format using the North American 1983 Coordinate System.

**H. LANDSCAPING**

1. Landscaping on all slopes, medians, C.3 basins and open space areas shall be approved by the City Engineer and shall be installed, at no cost to the City.
2. The type and location of trees shall be as outlined in the project's Design Guidelines (Exhibit C).
3. Prior to issuance of residential building permits, developer shall submit typical front yard landscape plan(s) to demonstrate compliance with water conserving landscape requirements. Developer shall submit a landscape plan for each residential lot that City shall review for compliance with typical landscape plan(s) and approve prior to issuance of building permit.
4. Based on drought conditions, the City Engineer has the authority to delay some or all of the landscape Conditions of Approval.

**I. FIRE REQUIREMENTS**

1. The applicant shall comply with the following conditions provided by the Contra Costa County Fire Protection District:
  - a. Fire access roadways of less than 28-feet unobstructed width shall have NO PARKING – FIRE LANE signs posted, or curbs painted red with the words NO PARKING – FIRE LANE clearly marked, per 22500.1 CVC unless approved by the Fire Department and the City Engineer.
  - b. The cul-de-sacs or turnarounds shall have an outside turning radius of a minimum of a 45' or as approved by the City Engineer. Should the sidewalk be included in the turning radius, it shall be clear of streetlights, fire hydrants and other obstructions.
  - c. The applicant shall provide an adequate reliable water supply for fire protection with a minimum fire flow of 1750 GPM. Required flow shall be delivered from not more than one hydrant flowing simultaneously for the duration of 120 minutes while maintaining 20-pounds residual pressure in the main. (508.1), (B105) CFC
  - d. The applicant shall provide hydrants of the East Bay type, which shall be maintained by the City. Approximate hydrant locations will be determined by the Fire District and approved by the City Engineer.

- e. Emergency apparatus access roadways and hydrants shall be installed, in service, and inspected by the Fire District prior to construction or combustible storage on site. (501.4) CFC. Gravel roads are not considered all-weather roadways for emergency apparatus access. The first lift of asphalt concrete paving shall be installed as the minimum subbase materials and capable of supporting the designated gross vehicle weight specified above.
- f. Premises identification shall be provided. Such numbers shall contrast with their background and be a minimum of four inches high with ½-inch stroke or larger as required to be readily visible from the street. (505.1) CFC, (501.2) CBC
- g. Plan review and inspection fees shall be submitted at the time of plan review submittal. Checks may be made payable to Contra Costa County Fire Protection District (CCCFPD).
- h. All proposed homes shall be protected with an approved automatic fire sprinkler system complying with the 2013 edition of NFPA 13D or Section R313.3 of the 2013 California Residential Code. Submit a minimum of two (2) sets of plans for each model home to this office for review and approval prior to installation. (903.2) CFC, (R313.3) CFC.
- i. The developer shall submit a computer-aided design (CAD) digital file copy of the site plan to the Fire District upon final approval of the site improvements plans or subdivision map. CAD file shall be saved in the latest AutoCAD.DXF file format. (501) CFC
- j. Submit plans to: Contra Costa County Fire Protection District, 2010 Geary Road, Pleasant Hill, CA 94523.
- k. A Community Facilities District (CFD) for fire protection is required for the Fire District to support this project. The developer shall contact the Office of the Fire Chief for specific details on the CFD.

**J. FEES**

- 1. The applicant shall pay all City fees which have been established by the City Council and as required by the Antioch Municipal Code.
- 2. The applicant shall pay all pass-through fees. Fees include but are not limited to:

- a. East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance.
- b. Contra Costa County Fire Protection District Fire Development Fee in place at the time of building permit issuance.
- c. Contra Costa County Map Maintenance Fee in affect at the time of recordation of the final map(s).
- d. Contra Costa County Flood Control District Drainage Area fee.
- e. School Impact Fees.
- f. Delta Diablo Sanitation Sewer Fees.
- g. Contra Costa Water District Fees.

**K. MODEL HOMES**

1. If developer requests model homes or sales trailer, prior to the placement of any sales trailers, plans shall be submitted to the Engineering Department for review and approval. Any trailer shall be placed out of the public right-of-way and shall have its own parking lot.
2. The model home complex parking lot location and design shall be subject to the City Engineer's approval.
3. The model home landscaping shall be drought tolerant, with total area of spray irrigation for the complex not to exceed 50 percent of the landscaping area.

**L. GRADING**

1. Prior to the approval of the grading plan(s), the City Engineer shall determine if it is necessary to engage soils and structural engineers, as well as any other professionals, deemed necessary to review and verify the adequacy of the building plans submitted for this project. If deemed necessary by the City Engineer, this condition may include field inspections by such professionals to verify implementation of the plans. Costs for these services shall be borne by the applicant.
2. The grading operation shall take place at a time, and in a manner, so as not to allow erosion and sedimentation. The slopes shall be landscaped and reseeded as soon as possible after the grading operation ceases. Erosion measures shall be implemented during all construction phases in accordance with an approved erosion and sedimentation control plan.
3. A grading permit shall be pulled prior to any grading operations.
4. All lots and slopes shall drain to approved drainage facilities as approved by the City Engineer.



5. All grading shall be accomplished in a manner that precludes surface water drainage across any property line.
6. All lots shall be graded to drain positively from the rear to the street or as approved by the City Engineer.
7. The swales adjacent to the house structure shall have a minimum of a two percent (2%) slope or as directed by the City Engineer.
8. All off-site grading is subject to the coordination and approval of the affected property owners and the City Engineer. The applicant shall submit written authorization to "access, enter, or grade" adjacent properties prior to performing any work.
9. Any sale of a portion (or portions) of this project to multiple developers shall include the necessary agreement and/or grading easements to assure that project-wide grading conforms to the approved map and conditions of this resolution.
10. The grading plan for this development shall be approved by the City Engineer.
11. All elevations shown on the plans shall be on NAVD 88 as approved by the City Engineer.
12. Retaining or sound walls shall not be constructed in City right-of-way or other City maintained parcels unless approved by the City Engineer.
13. All retaining and sound walls shall be of masonry construction.
14. All retaining walls shall be reduced in height to the maximum extent practicable and the walls shall meet the height requirements in the front yard setback and sight distance triangles as required by the City Engineer.
15. The back-to-back or side-to-side grading transitions from lot-to-lot shall have a maximum slope of 2:1 and shall be accommodated entirely on the lower lot or as approved by the City Engineer.
16. The minimum concrete gutter flow slope shall be 0.75%.
17. All property lines shall be located at the top of slope.

**M. CONSERVATION/NPDES**

1. Water conservation measures, including low volume toilets, flow restrictors in showers and the use of drought tolerant landscaping, shall be used.
2. The project shall comply with all Federal, State, and City regulations for the National Pollution Discharge Elimination System (NPDES) (AMC§6-9). (Note: Per State Regulations, NPDES Requirements are those in affect at the time of the Final Discretionary Approval.) Under NPDES regulations, the project is subject to provision C.3: New development and redevelopment regulations for storm water treatment. Provision C.3 requires that the project include storm water treatment and source control measures, as well run-off flow controls, so that post-project runoff does not exceed estimated pre-project runoff. C.3 regulations require the submittal of a Storm Water Control Plan (SWCP) that demonstrates how compliance will be achieved. The SWCP shall be submitted simultaneously with the project plans. For the treatment and flow-controls identified in the approved SWCP, a separate Operation and Maintenance Plan (O&M) shall be submitted and approved before the Building Department will issue Certificate of Occupancy permits. Both the approved SWCP and O&M plans shall be included in the project CC&Rs. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall execute any agreements identified in the Storm Water Control Plan that pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs. Already stated in COAs below, 5.c and 5.h.w.
3. Additional information regarding the project SWCP is necessary and modifications to the SWCP shown on the proposed Vesting Tentative Map may be required in order to comply with C.3 regulations.
4. The following requirements of the federally mandated NPDES program (National Pollutant Discharge Elimination System) shall be complied with as appropriate, or as required by the City Engineer:
  - a. Prior to issuance of permits for building, site improvements, or landscaping, the applicant shall submit a permit application consistent with the applicant's approved Storm Water Control Plan, and include drawings and specifications necessary for construction of site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control storm water flow and potential storm water pollutants.

- b. The Storm Water Control Plan shall be certified by a registered civil engineer, and by a registered architect or landscape architect as applicable. Professionals certifying the Storm Water Control Plan shall be registered in the State of California and submit verification of training, on design of treatment measures for water quality, not more than three years prior to the signature date by an organization with storm water treatment measure design expertise (e.g., a university, American Society of Civil Engineers, American Society of Landscape Architects, American Public Works Association, or the California Water Environment Association), and verify understanding of groundwater protection principles applicable to the project site (see Provision C.3.i of Regional Water Quality Control Board Order R2 2003 0022).
- c. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall submit, for review and approval by the City, a final Storm Water BMP Operation and Maintenance Plan in accordance with City of Antioch guidelines. This O&M plan shall incorporate City comments on the draft O&M plan and any revisions resulting from changes made during construction. The O&M plan shall be incorporated into the CC&Rs for the Project.
- d. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall execute and record any agreements identified in the Storm Water Control Plan which pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.
- e. Prevent site drainage from draining across sidewalks and driveways in a concentrated manner.
- f. Collect and convey all storm water entering, and/or originating from, the site to an adequate downstream drainage facility without diversion of the watershed. Submit hydrologic and hydraulic calculations with the Improvement Plans to Engineering Division for review and approval.
- g. Prior to issuance of the grading permit, submit proof of filing of a Notice of Intent (NOI) by providing the unique Waste Discharge Identification Number (WDID#) issued from the Regional Water Quality Control Board.
- h. Submit a copy of the Storm Water Pollution Prevention Plan (SWPPP) for review to the Engineering Department prior to issuance of a building and/or grading permit. The general contractor and all subcontractors and suppliers of materials and equipment shall implement these BMP's. Construction site cleanup and control of construction debris shall also be addressed in this program. Failure to comply with the approved

construction BMP may result in the issuance of correction notices, citations, or a project stop work order.

- i. Install appropriate clean water devices at all private storm drain locations immediately prior to entering the public storm drain system. Always implement Best Management Practices (BMP's).
- j. Install on all catch basins "No Dumping, Drains to River" decal buttons.
- k. If sidewalks are pressure washed, debris shall be trapped and collected to prevent entry into the storm drain system. No cleaning agent may be discharged into the storm drain. If any cleaning agent or degreaser is used, wash water shall be collected and discharged to the sanitary sewer, subject to the approval of the sanitary sewer District.
- l. Include erosion control/storm water quality measures in the final grading plan that specifically address measures to prevent soil, dirt, and debris from entering the storm drain system. Such measures may include, but are not limited to, hydro seeding, gravel bags and siltation fences and are subject to review and approval of the City Engineer. If no grading plan is required, necessary erosion control/storm water quality measures shall be shown on the site plan submitted for an on-site permit, subject to review and approval of the City Engineer. The applicant shall be responsible for ensuring that all contractors and subcontractors are aware of and implement such measures.
- m. Sweep or vacuum the parking lot(s) a minimum of once a month and prevent the accumulation of litter and debris on the site. Corners and hard to reach areas shall be swept manually.
- n. Ensure that the area surrounding the project such as the streets stay free and clear of construction debris such as silt, dirt, dust, and tracked mud coming in from or in any way related to project construction. Areas that are exposed for extended periods shall be watered regularly to reduce wind erosion. Paved areas and access roads shall be swept on a regular basis. All trucks shall be covered.
- o. Clean all on-site storm drain facilities a minimum of twice a year, once immediately prior to October 15 and once in January. Additional cleaning may be required if found necessary by City Inspectors and/or City Engineer.

5. Per State Regulations, all impervious surfaces including off-site roadways to be constructed as part of the project, are subject to C.3 requirements.

**N. FINAL SUBDIVISION MAP REQUIREMENTS**

1. The Final Subdivision Map submittal per each individual phase, excluding the initial large lot Parcel Map intended for the subdivision of parcels for phasing, shall include all the required information described in Title 9, Chapter 4, Article 5: Final Maps, of the Antioch Municipal Code, including, but not limited to:
  - a. Improvement security in one of the following forms:
    - i. Bond or bonds issued by one or more duly authorized corporate securities in an amount equal to 100% of the total estimated costs of the improvements for faithful performance, and in an amount equal to 100% of the total estimated costs of the improvements for labor and materials.
    - ii. A deposit, either with the city or a responsible escrow agent or trust company, at the option of the City Engineer, of money or negotiable bonds of the kind approved for securing deposits of public moneys, in the amounts and for security as specified above, to be released in the same manner as described above for bonds.
    - iii. An irrevocable letter of credit in form acceptable to the City Attorney issued by a financial institution acceptable to the City Attorney in an amount equal to 100% of the total estimated costs of the improvements for faithful performance, no part thereof to be released until such time as specified by state law.
  - b. An original, signed subdivision agreement, to be executed by the subdivider or his agent, guaranteeing the completion of the construction of the improvements required by the governing body within a specified time and payment therefore, satisfactory to the City Attorney as to legality and satisfactory to the City Engineer as to amount.
  - c. A letter from the Tax Collector showing that all payable taxes have been paid and a bond for the payment of taxes then a lien but not yet payable, as required by the Subdivision Map Act.

- d. A cash payment, or receipt therefore, of all the fees required for the checking and filing of the maps and the inspections of the construction; payment for the street signs to be furnished and installed by the city, if required by the subdivider; a cash deposit for the payment of such fire hydrant rental fees as may be established by the respective fire districts or water company or district having jurisdiction; and any other applicable fees or deposits.
- e. Deeds for the easements or rights-of-way for road purposes map.
- f. Written evidence acceptable to the city, in the form of rights of entry or permanent easements across private property outside the subdivision, permitting or granting access to perform the necessary construction work and permitting the maintenance of the facility.
- g. Agreements acceptable to the city, executed by the owners of existing utility easements within the proposed roads rights-of-way, consenting to the dedication of roads or consenting to the joint use of the rights-of-way as may be required by the city for the purpose use and convenience of the roads.
- h. A surety bond acceptable to the city, guaranteeing the payment of the taxes and assessments which will be a lien on the property, as set forth in the Subdivision Map Act, when applicable.
- i. Payment of map maintenance fee.
- j. Payment of the assessment district apportionment fee, if applicable.
- k. Consent and election form for annexation into Police Services Fee CFD.
- l. Evidence of payment of Contra Costa County Flood Control District fees.
- m. A preliminary soil report, prepared by a civil engineer who is registered by the state, based upon adequate test borings or excavations of every subdivision, as defined in Cal. Gov't Code §§ 66490 and 66491. The preliminary soil report may be waived if the City Engineer shall determine that, due to the knowledge of such department as to the soil qualities of the subdivision, no preliminary analysis is necessary.

2. Concurrent with submittal of the first Final Subdivision Map, the applicant shall submit a consent and election form for annexation into all required districts, including Community Facilities District and Lighting and Landscape District.
3. All easements of record that are no longer required and affect individual lots or parcels within this project site shall be removed prior to or concurrently with the recordation of the Final Subdivision Map.

**O. MITIGATION MONITORING AND REPORTING PROGRAM**

1. The developer shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program.

**P. PROJECT SPECIFIC CONDITIONS**

1. All private streets shall be HOA maintained.
2. All private streets shall have sidewalks on both sides to the satisfaction of the City Engineer.
3. Right-of-way shall be acquired from Pacific Gas & Electric (PG&E) for the construction and dedication of Hillcrest Avenue to the City at no cost to the City.
4. Roadways may be configured for storm water treatment directed towards center medians, designs shall be as approved by City Engineer.
5. A four (4)-lane Hillcrest Avenue bridge over Sand Creek shall have a width of 92' edge to edge or as approved by the City Engineer.
6. Hillcrest Ave shall have a right-of-way width of 112' and designed with a minimum traffic index (TI) of 8 and a minimum pavement thickness of 6" AC over 16" Class II AB.
  - The Creekside Project shall dedicate the entire 112' right-of-way width for Hillcrest Avenue.
  - The Creekside Project shall build Interim Hillcrest Avenue, which shall include full frontage improvements on the east and west side including curb, gutter, 6' sidewalk, and landscaping.
  - Construction of northbound and southbound #2 travel lanes shall include bike lanes, interim 40'-wide concrete median curb, center median LED streetlights, and center median landscaping.
  - Ultimate Hillcrest Avenue in a four (4) lane configuration including ultimate median islands shall be the responsibility of future development.

- Medians and shoulders shall be landscaped to the satisfaction of the City Engineer.
7. Slope on westerly frontage of Hillcrest Avenue shall be 3:1 maximum.
  8. An emergency vehicle access shall be provided and design shall be satisfactory to Contra Costa County Fire Protection District and as approved by the City Engineer.
  9. Curb ramps shall be installed per current ADA standards on the corners of the intersections for the following locations:
    - 'I' Street and Hillcrest Avenue
  10. 'I' street shall be a public street and have a full right-of-way width of 60'.
  11. A reimbursement agreement shall be conditioned onto future development of adjacent properties (APNs 057-050-021 & 057-042-006) in order to provide reimbursement for the fair share of design and construction costs of 'I' street and oversized utilities. Total costs shall be submitted to the City after completion of construction and fair share amounts shall be determined and approved by the City Engineer.
  12. Minimum pavement thickness and design for this development shall be as follows:
    - Public Streets ('I' Street): width of 60', TI = 6, and 4" AC over 12" CL II AB.
    - Private Streets (Streets labelled 'A', 'B', 'C', 'D', 'E', 'F', 'G' and 'H'): widths may vary subject to the approval of the City Engineer, TI = 6, 4" and AC over 12" CL II AB.
  13. Trail system pathways shall be a minimum width of 10' feet with concrete or asphalt concrete.
  14. 6' masonry sound wall shall be installed on the backs of all residential lots and sides of corner lots along the frontage of Hillcrest Avenue. Decorative stone veneer pilasters shall be located at regular intervals of between 8 and 25 feet, to the satisfaction of the Community Development Department staff. Pilasters may be located further than 25 feet apart provided additional vertical design enhancements are vertical design enhancements are



provided and reviewed and approved by the Planning Commission as part of the Design Review process.

15. Fencing around stormwater detention basin, Parcel 'D' shall be wrought iron fencing or as approved by the City Engineer.
16. Project shall comply with all recommendations from the Traffic Impact Analysis (TIA) and Environmental Impact Report (EIR).
  - A new traffic signal to be installed at the intersection of 'B' Street and Hillcrest Avenue (Main entry to the development).
  - Sand Creek Road/Hillcrest Avenue traffic signal to be modified.
  - Any other traffic related modifications, lane widening, turn lanes as identified in the Traffic Impact Analysis (TIA), including payment of regional fees.
  - All costs shall be borne by the developer.
17. All park and picnic equipment and materials are to follow current City standards or as approved by the City Engineer.
18. No in-between lot openings shall be allowed for ingress/egress or utility crossings.
19. As recommended by the Parks and Recreation Commission, the following conditions shall apply:
  - a. The Creekside Vineyards at Sand Creek project shall meet its park land dedication requirements through the payment of park-in-lieu fees in the amount of \$330,000;
  - b. The "private park" shall meet all the City's Park Design Standards current at the time of the park's construction; and
  - c. The City will consider a park-in-lieu fee credit based on the detail park parcels "B" and "C" submittal incorporating the "local park basic elements" and meeting the qualification criteria per Code Section 9-4.1010(C) and (D)(6).
20. The project shall be built in conformance with the Design Guidelines (Exhibit C) unless modified by conditions of approval. Any deviation from or modification to the Design Guidelines shall be approved by the Planning Commission.

**Q. PHASING CONDITIONS**

1. Prior to development of any phase of the subdivision, the applicant shall secure a use permit and design review approval from the Planning Commission for that phase.
2. The order and phasing boundaries of project construction shall conform to the proposed Phasing Plan, dated December 10, 2019, Exhibit A to this resolution. Proposed changes to the Phasing Plan shall be submitted to the City prior to or in conjunction with the use permit application required for the affected phase(s). Changes in the Phasing Plan are subject to approval by the Zoning Administrator or the Planning Commission. Use permit applications are subject to approval by the Planning Commission.

3. **Phase One:**

Prior to the issuance of the 1st building permit within Phase One, the following improvements shall be completed to the satisfaction of the City Engineer:

- a. Hillcrest Avenue from the intersection at Sand Creek Road south to 'B' Street, including the bridge over Sand Creek.
- b. Interim Hillcrest Avenue shall be constructed with east and west side curb, gutter, sidewalk and landscaping including Parcel H, 12' northbound and southbound #2 travel lanes with 8' bike lanes, interim 40'-wide landscaped median with concrete median curbs, median LED streetlights, and all utilities from the bridge over Sand Creek to the south curb returns of 'B' Street. The transition from the bridge section shall be as approved by the City Engineer. Improvements shall include conduits and pull boxes for the portion of a traffic signal at Hillcrest Avenue and 'B' Street located within the improvement limits, all as approved by the City Engineer.
- c. 'B' Street (Neighborhood Entry): 'B' Street shall be fully constructed from Hillcrest Avenue to the Community Site including lighting and median and right of way landscaping.
- d. Parcel B (Community Site): The community park design shall be approved by the Parks and Recreation Commission and/or Planning Commission, in conformance with Antioch Code Article 10, Section 9-4.1001 thru 1014.

- e. Parcel C (Park): The park and trail design shall be approved by the Parks and Recreation Commission and/or Planning Commission, in conformance with Antioch Code Article 10, Section 9-4.1001 thru 1014.
- f. Parcel G (Park): The park design shall be approved by the Parks and Recreation Commission and/or Planning Commission, in conformance with Antioch Code Article 10, Section 9-4.1001 thru 1014.
- g. Parcel D (Detention Basin): Parcel 'D' shall be fully constructed.

Prior to the issuance of the 75th building permit and the 30th Certificate of Occupancy, the following improvements shall be completed to the satisfaction of the City Engineer:

- h. Heidorn Ranch Road EVA Connection as required by CCCFPD.
- i. Parcel B (Community Site): Park shall be fully constructed.
- j. Parcel C (Park): Park shall be fully constructed.
- k. Parcel G (Park): Park shall be fully constructed.

4. **Phase Two:**

Prior to the issuance of the 1st building permit for a lot within Phase Two, the following shall be completed to the satisfaction of the City Engineer:

- a. Hillcrest Avenue/'B' Street Traffic Signal: The applicant shall fully construct a traffic signal at the intersection of Hillcrest Avenue and 'B' Street. Upon concurrence of the applicant and the City, the applicant may deposit payment into the City's traffic signal account for traffic signal design and construction.
- b. Remaining portion of interim Hillcrest Avenue through to 'G' Street shall be fully constructed with east side and west curb, gutter, sidewalk and landscaping including Parcel I, 12' northbound and southbound #2 travel lanes with 8' bike lanes, interim 40'-wide landscaped median with concrete median curbs, median LED streetlights, and all utilities, including interconnect conduit and pull boxes. Improvements shall include conduits and pull as approved by the City Engineer.

5. **Phase Three:**

Prior to the issuance of the 1st building permit for a lot within Phase Three, the following shall be completed to the satisfaction of the City Engineer:

- a. 'I' Street: 'I' Street shall be fully constructed from Hillcrest Avenue westerly to the Phase boundary, including lighting. The easterly connection to Hillcrest Avenue will be in an interim manner, as approved by the City Engineer.
- b. Parcel O (Detention Basin): Parcel 'O' shall be fully constructed.
- c. Parcel J (Park): The park design shall be approved by the Parks and Recreation Commission and/or Planning Commission, in conformance with Antioch Code Article 10, Section 9-4.1001 thru 1014.

Prior to the issuance of the 10<sup>th</sup> Certificate of Occupancy for a lot within Phase Three, the following shall be completed to the satisfaction of the City Engineer:

- d. Parcel J (Park): Park shall be fully constructed.

\* \* \* \* \*

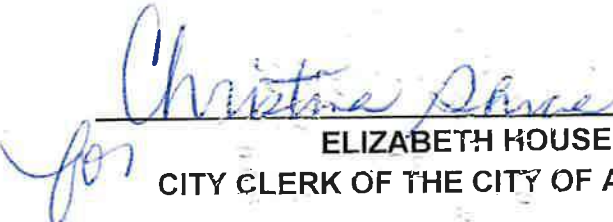
**I HEREBY CERTIFY** that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 23<sup>rd</sup> day of March, 2021, by the following vote:

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

**NOES:** None

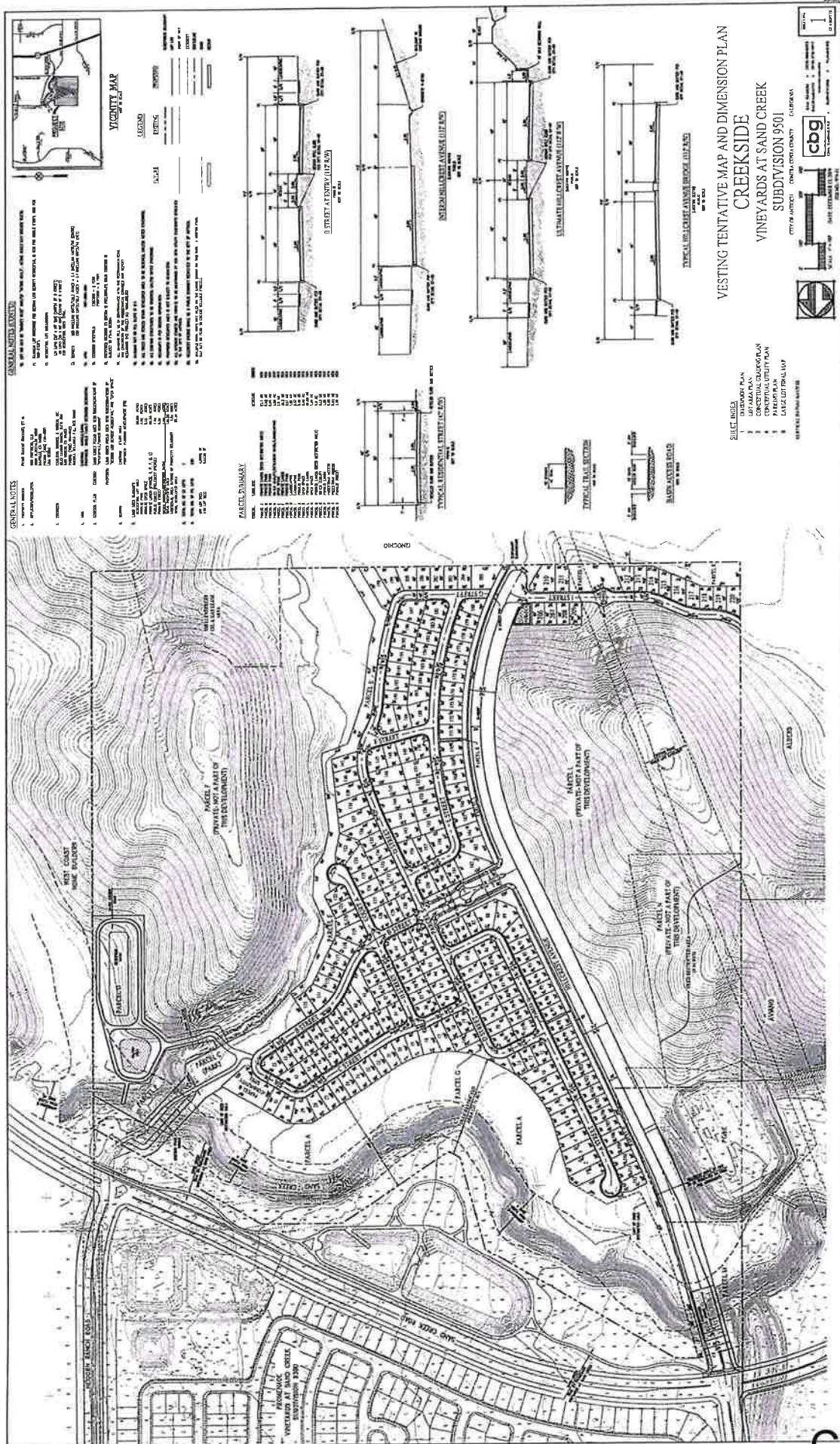
**ABSENT:** None

**ABSTAIN:** None

  
ELIZABETH HOUSEHOLDER  
CITY CLERK OF THE CITY OF ANTIOCH

**EXHIBIT A**  
**VESTING TENTATIVE SUBDIVISION MAP**





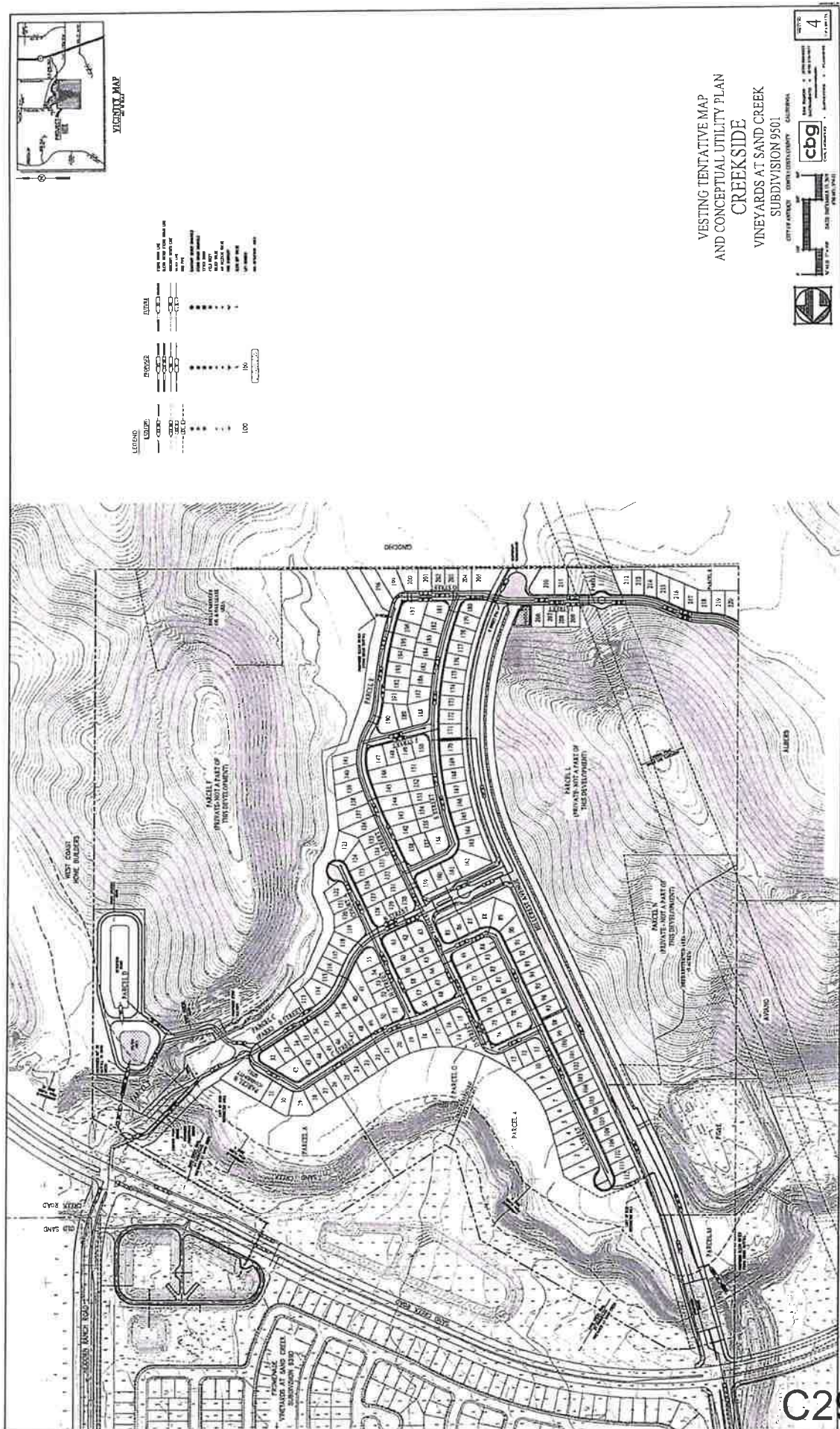




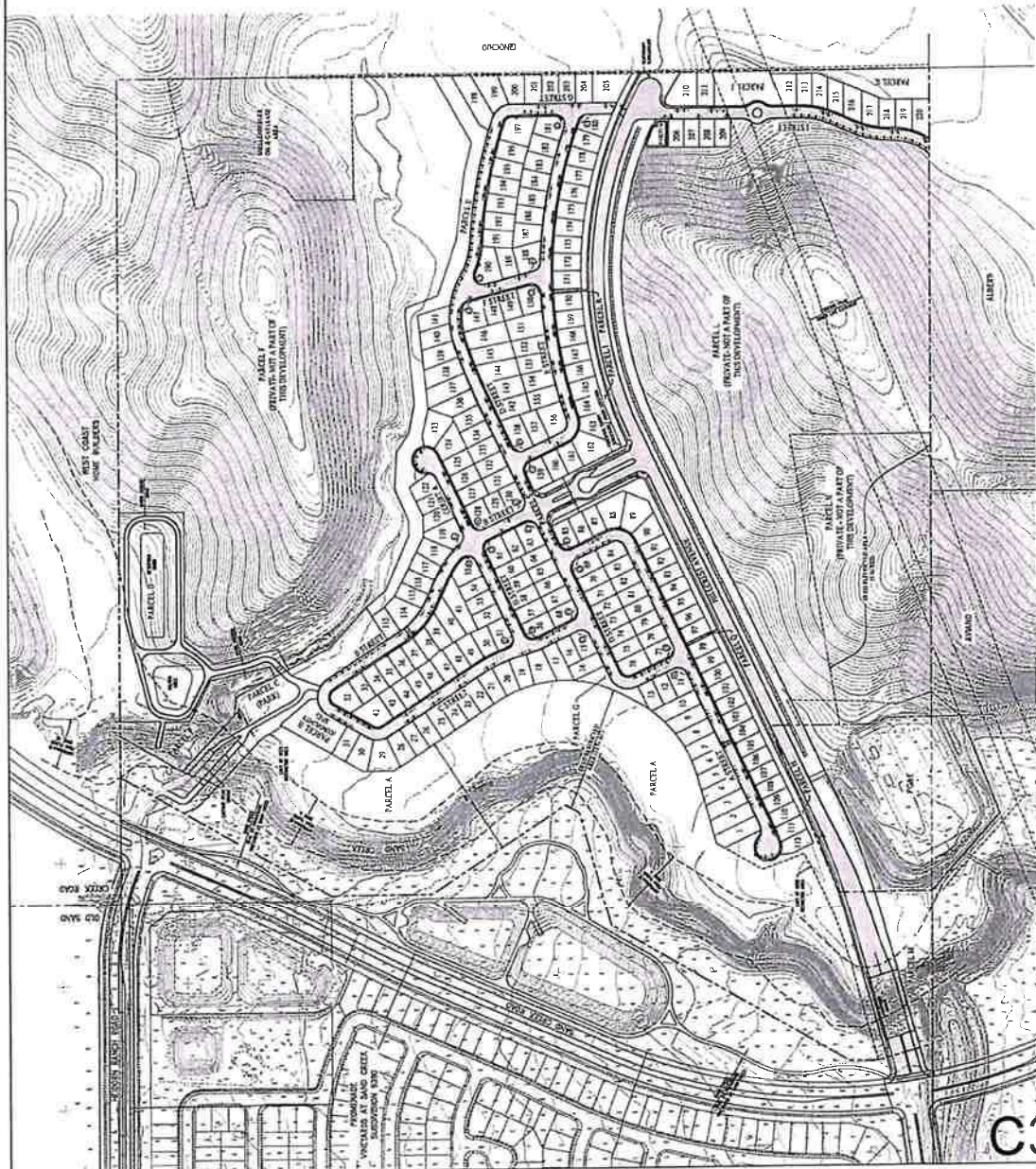












**LEGEND**

**LOCAL**

**STATE**

**FEDERAL**

**UNDEVELOPED**

**WATER**

**ROAD**

**RAILROAD**

**UTILITY**

**ADDITIONAL**

**NOTES**

**1. ALL LOTS ARE TO BE 1/2 ACRE OR MORE.**

**2. ALL LOTS ARE TO BE 1/4 ACRE OR MORE.**

**3. ALL LOTS ARE TO BE 1/8 ACRE OR MORE.**

**4. ALL LOTS ARE TO BE 1/16 ACRE OR MORE.**

**5. ALL LOTS ARE TO BE 1/32 ACRE OR MORE.**

**6. ALL LOTS ARE TO BE 1/64 ACRE OR MORE.**

**7. ALL LOTS ARE TO BE 1/128 ACRE OR MORE.**

**8. ALL LOTS ARE TO BE 1/256 ACRE OR MORE.**

**9. ALL LOTS ARE TO BE 1/512 ACRE OR MORE.**

**10. ALL LOTS ARE TO BE 1/1024 ACRE OR MORE.**

**11. ALL LOTS ARE TO BE 1/2048 ACRE OR MORE.**

**12. ALL LOTS ARE TO BE 1/4096 ACRE OR MORE.**

**13. ALL LOTS ARE TO BE 1/8192 ACRE OR MORE.**

**14. ALL LOTS ARE TO BE 1/16384 ACRE OR MORE.**

**15. ALL LOTS ARE TO BE 1/32768 ACRE OR MORE.**

**16. ALL LOTS ARE TO BE 1/65536 ACRE OR MORE.**

**17. ALL LOTS ARE TO BE 1/131072 ACRE OR MORE.**

**18. ALL LOTS ARE TO BE 1/262144 ACRE OR MORE.**

**19. ALL LOTS ARE TO BE 1/524288 ACRE OR MORE.**

**20. ALL LOTS ARE TO BE 1/1048576 ACRE OR MORE.**

**21. ALL LOTS ARE TO BE 1/2097152 ACRE OR MORE.**

**22. ALL LOTS ARE TO BE 1/4194304 ACRE OR MORE.**

**23. ALL LOTS ARE TO BE 1/8388608 ACRE OR MORE.**

**24. ALL LOTS ARE TO BE 1/16777216 ACRE OR MORE.**

**25. ALL LOTS ARE TO BE 1/33554432 ACRE OR MORE.**

**26. ALL LOTS ARE TO BE 1/67108864 ACRE OR MORE.**

**27. ALL LOTS ARE TO BE 1/134217728 ACRE OR MORE.**

**28. ALL LOTS ARE TO BE 1/268435456 ACRE OR MORE.**

**29. ALL LOTS ARE TO BE 1/536870912 ACRE OR MORE.**

**30. ALL LOTS ARE TO BE 1/1073741824 ACRE OR MORE.**

**31. ALL LOTS ARE TO BE 1/2147483648 ACRE OR MORE.**

**32. ALL LOTS ARE TO BE 1/4294967296 ACRE OR MORE.**

**33. ALL LOTS ARE TO BE 1/8589934592 ACRE OR MORE.**

**34. ALL LOTS ARE TO BE 1/17179869184 ACRE OR MORE.**

**35. ALL LOTS ARE TO BE 1/34359738368 ACRE OR MORE.**

**36. ALL LOTS ARE TO BE 1/68719476736 ACRE OR MORE.**

**37. ALL LOTS ARE TO BE 1/137438953472 ACRE OR MORE.**

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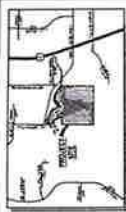
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**212**



[illegible]

VESTING TENTATIVE MAP AND LARGE LOT FINAL MAP  
CREEKSIDE  
VINEYARDS AT SAND CREEK  
SUBDIVISION 9501



**EXHIBIT B**  
**PHASING MAP**





**EXHIBIT C**  
**DEVELOPMENT STANDARDS AND DESIGN GUIDELINES**

The Development Standards and Design Guideline booklet is available on the City of Antioch website at <https://www.antiochca.gov/fc/community-development/planning/ProjectDOCs/GP-19-06.pdf>.

**EXHIBIT D**  
**RESOURCE MANAGEMENT PLAN**



**DRAFT**  
**RESOURCE MANAGEMENT PLAN**  
**CREEKSIDE**  
**CITY OF ANTIOCH, CALIFORNIA**

**August 14, 2020**

**Prepared for**

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## TABLE OF CONTENTS

1. INTRODUCTION .....	1
2. PROPERTY LOCATION AND SETTING .....	1
3. PROPOSED PROJECT .....	2
4. MITIGATION .....	3
5. NATURAL COMMUNITIES .....	3
5.1 Grassland Community .....	3
5.1.1 GRASSLAND COMMUNITIES AT THE CREEKSIDE PROJECT SITE .....	4
5.2 Stream and Riparian Community .....	6
5.2.1 STREAM AND RIPARIAN COMMUNITIES AT THE CREEKSIDE PROJECT SITE .....	6
5.3 Chaparral, Scrub and Rock Outcrop Community .....	7
5.3.1 CHAPARRAL, SCRUB AND ROCK OUTCROP COMMUNITIES AT THE CREEKSIDE PROJECT SITE .....	7
5.4 Oak Woodland and Savannah Community .....	7
5.4.1 OAK WOODLAND AND SAVANNAH COMMUNITIES AT THE CREEKSIDE PROJECT SITE .....	7
6. MITIGATION FOR IMPACTS TO NATURAL COMMUNITIES .....	7
7. MANAGEMENT OF PRESERVED LANDS .....	9
8. LITERATURE CITED .....	10

## FIGURES

(At Back of Report)

Figure 1. The Creekside Project Site Regional Map.

Figure 2. The Creekside Project Site Location Map.

Figure 3. Aerial photograph of the Creekside Project Site.

## ATTACHMENTS

Attachment A. Biological Resources Analysis: Project Description Areas for Creekside, CBG,  
November 7, 2019.

## 1. INTRODUCTION

The Resource Management Element of the City of Antioch's General Plan requires the preparation of a "Resource Management Plan" for properties located within the Sand Creek Focus Area. Specifically, the General Plan states: "Because of the sensitivity of the habitat areas within the Sand Creek Focus Area, and to provide for mitigation of biological resources impacts on lands in natural open space, as well as for the long-term management of natural open space, a project-specific Resource Management Plan based on the Framework Resource Management Plan attached as Appendix A to this General Plan shall be prepared and approved prior to development of the Sand Creek Focus Area properties." (Section 4.0, Land Use, City of Antioch General Plan).

The purpose of the Resource Management Plan is to (1) determine the significance of the resources found onsite and their relationship to resources in the surrounding area; (2) define areas that should be maintained as open space, based on the significance of the onsite resources and their relationship to resources in the surrounding area; and (3) identify mechanisms to protect and manage open spaces. [City of Antioch General Plan, § 10.3.2e] The General Plan includes a "Framework Resources Management Plan" (Framework) [City of Antioch General Plan, Appendix A]. The Framework provides the criteria that subsequent Resource Management Plans should use to evaluate the significance of any onsite natural resources within the Sand Creek Focus Area, and their relationship to the surrounding area, and to determine the appropriate amount and type of mitigation for impacts to onsite natural resources.

The Framework takes a broad and integrated approach to natural resources within the Sand Creek Focus Area. The approach is based on three, specifically enumerated, principles of conservation biology, which this Resource Management Plan has employed. First, the onsite biological resources are considered in terms of their contribution to natural communities at a regional scale. Second, the framework utilizes the concept of landscape corridors to link existing areas of preserved habitat. Third, methods for minimizing and mitigating the adverse effects of development are addressed under the Framework. These three principles are addressed in this Resource Management Plan for the Creekside project, presented below.

## 2. PROPERTY LOCATION AND SETTING

The approximately 158.2-acre proposed project site, which is all of Assessor's Parcel Number (APN) 057-050-024, is located west of Highway 4 and south of Lone Tree Way in the City of Antioch, Contra Costa County, California (Figures 1 and 2). The Development Area is 58.9 acres onsite, and 1.9 acres offsite, with the remaining 97.5 acres remaining as private open space. The site is generally rectangular; however, the northern boundary is an irregular shape, following the alignment of Sand Creek. Sand Creek flows west to east adjacent to the northern boundary of the project site and eventually flows into Marsh Creek in the City of Brentwood. The project site has been dry-land farmed since the 1930s and consists primarily of non-native vegetation, although it is also subject to a number of energy and communication easements and is within the historical boundaries of the Brentwood Oil & Gas Field.

The project site is surrounded by undeveloped land to the east, south, and west. The northern boundary of the project site includes a 400-foot wide, 23.7-acre, "Sand Creek Buffer Area" that

includes a portion of Sand Creek and approximately 200 feet on either side of the creek's centerline. The area immediately west of the proposed development area includes approximately 8 acres that are subject to a deed restriction that generally prevents any future disturbance of this 8 acres (dedicated open space). The east side of the project site is also generally bordered by undeveloped land. Like the project site, the adjacent undeveloped areas are subject to numerous energy and communication easements and are within the historical boundaries of the Brentwood Oil & Gas Field. Currently, there is one active oil and gas lease area (the "Shellenberger Lease"), which is located near the project site's southeastern border. Old utility access roads and existing pipelines run below ground and cross Sand Creek.

The project site is located in an area of Antioch that is rapidly transitioning from agricultural uses to residential and commercial development. The parcel directly north of the project site is the Vineyards at Sand Creek/Promenade Project Site ("Promenade Project"), a 650-unit residential development that is currently under construction. The "Aviano Development Project," which is also currently under construction is located to the northwest of the project site. To the west is a PG&E facility and privately-owned land planned for future residential development in the City of Antioch's General Plan. Figures 2 and 3 provides an aerial photograph that shows the project site features and the surrounding land uses.

### 3. PROPOSED PROJECT

The Creekside Project is the second phase of the Vineyards at Sand Creek Residential Community (the first phase being the Promenade Project) and includes the development of approximately 220 single-family units on the approximately 58.6-acre project site. The project will include housing, landscaped areas, roadways, and utility improvements, as illustrated on the attached exhibit entitled: *Biological Resources Analysis: Project Description Areas for Creekside*, prepared by CBG, dated November 7, 2019 (Attachment A).

The main water quality detention basin area is proposed east of the residential area, adjacent to Sand Creek. Two detention basins will collect and treat stormwater for the majority of the residential development. Treated stormwater from these two basins will flow north into Sand Creek via an outfall structure constructed on the south side of the existing outfall facility previously constructed by the Promenade Project.

A second "clean water" outfall into Sand Creek is proposed adjacent to a southern extension of Hillcrest Avenue (bridge, roadway and utilities), north of the residential area. Natural drainage from the northern portion of the adjacent western hillslope will be collected and discharged via this outfall structure. A third "clean water" stormwater outfall (dispersal point) is proposed east of the residential area, at the far southern end of the project site. Natural drainage from the southern portion of the western hillslope will be collected, treated and dispersed.

Dry utilities and water lines will be installed within the proposed Hillcrest Avenue bridge to connect to utilities in Hillcrest Avenue. A second EVA/pedestrian bridge will be constructed adjacent to and 25-feet west of the existing PG&E bridge in the northeastern corner of the site; water, sewer, and dry utilities will be attached to that EVA/pedestrian bridge to connect with existing utilities in Heidorn Ranch Road.

This development also will require offsite grading on approximately 11 acres located adjacent to the project site (“Offsite Grading Areas”). The Offsite Grading Areas, shown on Attachment A, will be contoured and hydroseeded.

#### 4. MITIGATION

The City’s Draft Environmental Impact Report for the Creekside/Vineyards at Sand Creek Project (EIR) (City of Antioch, July 2020) found the project will impact 60.7 acres that provide suitable habitat for special status species, and that the appropriate mitigation for these impacts is the preservation, at a minimum 1:1 ratio, of suitable offsite habitat or through the purchase of species mitigation credits or by participation in the East Contra Costa County Habitat Conservation Plan and Natural Communities Conservation Plan (HCP/NCCP) if available. As described in the City’s Draft EIR, the offsite habitat must provide certain habitat qualities, such as grasslands and proximity to occupied dispersal habitat or known breeding habitat. GBN Partners, LLC is currently evaluating potential mitigation property that will satisfy the EIR mitigation measures. Consistent with the EIR, an offsite mitigation site would need to be managed to benefit a complement of known locally occurring listed species, including California red-legged frogs (*Rana draytonii*), the California tiger salamander (*Ambystoma californiense*), and San Joaquin kit fox (*Vulpes macrotis*).

#### 5. NATURAL COMMUNITIES

The Framework identifies four natural communities within the Sand Creek Focus Area that must be considered: (1) Grassland; (2) stream and riparian; (3) chaparral, scrub and rock outcrop; and (4) oak woodland and savannah. According to the Framework, these natural communities support “umbrella” and other special status species. The Framework addresses the relationship between these natural communities and the existing preserved lands located in regional proximity to the Focus Area. Resource Management Strategies for each of the natural communities are also addressed by the Framework. Each of the natural communities, their presence on the Creekside property, and the applicability of the Framework’s Resource Management Strategies are discussed below.

##### 5.1 Grassland Community

The Framework defines grassland communities as areas that are vegetated by both annual and perennial grasses, with lesser amounts of forbs that are commonly used as rangeland. Grassland communities include areas that have been “lightly cultivated for dryland farming in some years, which retain key ecological characteristics of grassland under this use.” The Framework excludes areas “that have been intensively cultivated in most years” from grassland communities [City of Antioch General Plan, App. A, p.4]. In the east Contra Costa County area immediately surrounding the Focus Area, the Framework recognizes relatively narrow bands of grasslands that extend west from the Altamont Pass area to the southeast of the Focus Area, through the cities of Brentwood and Antioch, and along the north flank of Mt. Diablo and into East Bay Regional Park District (EBRPD) lands to the west of the Focus Area [City of Antioch General Plan, App. A, p.4].

Habitats and species the Framework typically associates with the grassland community include a small number of vernal pools (some with vernal pool fairy shrimp (*Branchinecta lynchi*)) located

in the eastern part of the Focus Area, San Joaquin kit fox, California tiger salamander, burrowing owl (*Athene cunicularia*), and Alameda whipsnake (*Masticophis lateralis euryxanthus*) (in grasslands within several hundred feet of chaparral, scrub and rock outcrops) [City of Antioch General Plan, App. A, pp. 5-7]. The San Joaquin kit fox and burrowing owl are considered “umbrella” species by the Framework, although the Framework recognizes that the Focus Area is at the northerly edge of the kit fox’s range and the kit fox’s presence within the Focus Area would only be on an irregular basis in very small numbers. The Framework describes the distribution of burrowing owls in and around the Focus Area as variable.

Significant areas of grasslands west, northwest and south of the Focus Area have been set aside in regional parks and permanent open spaces. The Framework recommends preserving grasslands in and around the Focus Area that are connected to these existing grasslands. Within the Focus Area, the Framework classifies strategic grassland communities that should be targeted for preservation. Grasslands east of Deer Valley Road (the Creekside project site is in this area) are classified as the least important for preservation, areas in the Lone Tree Valley between Deer Valley Road and Empire Mine Road have intermediate strategic value (where adjoining land uses are urban on one side), and areas west of Empire Mine Road and in Horse Valley have the highest strategic value (where adjoining parkland and open space are preserved for natural values) [City of Antioch General Plan, App. A, p.10]. Outside of the Focus Area, the Framework recommends closing the “gap” between Cowell Ranch and Black Diamond Mines Regional Preserve by preserving the grassland community within Horse Valley and Deer Valley, and lands between those two valleys [City of Antioch General Plan, App. A, p.10].

Consistent with these recommendations, the Framework identifies the following Resource Management Strategies for Grassland Corridors in the Focus Area [City of Antioch General Plan, App. A, p.11]:

- Designate a portion of the lands in the Focus Area adjacent to EBRPD (shown on Figure 8 of the Framework) preserved lands as natural open space.
- Designate the Horse Creek watershed portion (shown on Figure 8 of the Framework) of the Focus Area as natural Open Space.
- Provide incentives to preserve linkages and corridors between EBRPD lands and existing open grasslands to the south of the Focus Area.

#### 5.1.1 GRASSLAND COMMUNITIES AT THE CREEKSIDE PROJECT SITE

The Creekside project site has been actively farmed for more than 80 years, and does not represent a true “grassland community” under the Framework. However, it has retained some ecological characteristics of a grassland community. Although the site has been disked routinely since the 1930s greatly reducing the probability of western burrowing owl to occur, the margins of the farmed areas of the project site provides suitable habitat conditions, albeit marginal habitat, for this owl.

The site also provides potential migration habitat for San Joaquin kit fox, although the site does not provide suitable sized burrows for denning, based on surveys conducted by M&A biologists.

The closest CNDDDB record for this species was recorded in the 1970s and is located 2.75 miles south of the project site (Occurrence No. 936). However, independently conducted surveys cited in *Relative Abundance of Endangered San Joaquin Kit Fox (Vulpes macrotis mutica) Based on Scat-Detection Dog Surveys* (Smith et. al. 2006) were unable to document presence of San Joaquin kit fox in Contra Costa County, suggesting that it is likely that San Joaquin kit fox is extirpated from Contra Costa County.

The closest record for California tiger salamander occurs 0.25- mile south of the project site (CNDDDB Occurrence No. 856). California tiger salamander larvae are recorded to occur in a pond at this location. There are eight additional California tiger salamander records known from within two miles of the project site. Regardless, the project site has been disked and farmed annually since the early 1930s. Ground squirrel control has been actively practiced on the project site for decades and accordingly, subterranean refugia available for California tiger salamander is rare, at best, in the vicinity of the project site. Due to an absence of suitable refugia on the farmed project site, it does not provide suitable over- summering upland habitat for California tiger salamander. In addition, the project site supports no potential (aquatic) breeding habitat that could be used by this salamander. As such, no suitable California tiger salamander breeding or over-summering habitat will be affected by the proposed project.

The closest record for Alameda whipsnake is located 3.5 miles west of the project site (CNDDDB Occurrence No.68). The project site does not provide “core habitat” for the Alameda whipsnake (i.e., there are no chaparral and coastal scrub communities within the project site), and the closest core habitat is located approximately 3 miles from the project site. As such, no suitable Alameda whipsnake habitat will be affected by the proposed project.

As the Creekside project site is not adjacent to EBRPD lands or other preserved open space areas, most of the Resource Management Strategies listed above do not apply to the project site. However, the project will preserve linkages and wildlife corridors; Sand Creek, located just north of the project site, provides a valuable wildlife corridor with suitable cover, foraging, water resources, and migration pathways that lead to other natural habitats. Wildlife corridors are linear and/or regional habitats that provide connectivity to other natural vegetation communities within a landscape fractured by urbanization and other development. Wildlife corridors have several functions: 1) they provide avenues along which wide-ranging animals can travel, migrate, and breed, allowing genetic interchange to occur; 2) populations can move in response to environmental changes and natural disasters; and 3) individuals can recolonize habitats from which populations have been locally extirpated (Beier and Loe 1992). All three of these functions can be met if both regional and local wildlife corridors are accessible to wildlife. Sand Creek provides a local wildlife corridor for common mammals and birds such as raccoon (*Procyon lotor*), opossum (*Didelphis virginiana*), gray fox (*Urocyon cinereoargenteus*), coyote (*Canis latrans*), red-tailed hawk (*Buteo jamaicensis*), great horned owl (*Bubo virginianus*) and Nuttall’s woodpecker (*Picoides nuttallii*) among many others. Medium and large mammal movements along this creek will remain unaffected by the proposed project. Also, the diverse riparian woodland provides important avian habitat that is used seasonally by migrant species and year-round by resident birds. The project as currently proposed would not adversely impact wildlife movement corridors.



## 5.2 Stream and Riparian Community

The Framework defines the stream and riparian community as areas where water flows in discrete paths, ranging from small swales to substantial streams. Within the Focus Area, this community comprises less than 2% of the landscape, but is widely distributed [City of Antioch General Plan, App. A, p.7]. The stream and riparian community in the Focus Area flows from west to east, and drains to watersheds located outside of the Focus Area. Sand Creek is the primary stream community, and a portion of upper Horse Valley Creek is located in the southern extension of the Focus Area. The stream and riparian community within the Focus Area does not provide a key linkage and movement corridor for many species, but the California red-legged frog is identified as a species associated with the Focus Area's riparian community. [City of Antioch General Plan, App. A, pp.7-8].

The Resource Management Strategies for stream and riparian communities within the Framework recommends an open space corridor on both sides of Sand Creek, within which no grading or other development would occur [City of Antioch General Plan, App. A, p.14]. The Framework does not require complete avoidance of the creek or specify the size of the open space corridor, but it does suggest evaluating whether the General Plan's recommended 250 foot creek corridor (roughly 125 feet on either side of the creek centerline) is sufficient to buffer the creek from any adjoining golf and residential development.

### 5.2.1 STREAM AND RIPARIAN COMMUNITIES AT THE CREEKSIDE PROJECT SITE

Sand Creek flows west to east just north of the project site boundary. The creek receives urban runoff from developments to the northwest, and from a larger as yet undeveloped watershed further to the northwest. The average distance between ordinary high water marks (OHWM) in Sand Creek is 12 feet and it is approximately 70 to 150 feet wide between the top-of-banks. Sand Creek is incised approximately 20 feet down below the existing grade of the project site; it has steeply-sloped banks and a flood plain terrace near the top of banks on each side of the thalweg. Scattered riparian woodland is associated with Sand Creek. Tree species found in the riparian woodland along Sand Creek include valley oak (*Quercus lobata*), California buckeye (*Aesculus californica*), bluegum eucalyptus (*Eucalyptus globulus*), arroyo willow (*Salix lasiolepis*), and big-leaf maple (*Acer macrophyllum*). The open non-canopied habitats within Sand Creek allow for localized occurrences of herbaceous and shrubby understories. California rose (*Rosa californica*) grows in dense thickets along portions of the creek, while sneezeweed (*Helenium puberulum*), California sagebrush (*Artemisia californica*), California mugwort (*Artemisia douglasiana*), and white sweetclover (*Melilotus albus*) are scattered along the creek banks and at the water line. Annual beardgrass (*Polypogon monspeliensis*), cattails (*Typha latifolia*), brown-headed rush (*Juncus phaeocephalus* ssp. *paniculatus*), Baltic rush (*Juncus balticus* ssp. *ater*) and water cress (*Nasturtium officinale*) grow in scattered locations in the creek channel as well.

The closest known CNDDDB record of California red-legged frog is 0.70-mile west of the project site within Sand Creek (CNDDDB Occurrence No. 933). In addition, there are three additional CNDDDB records of this frog within 2 miles of the project site. Consequently, Sand Creek is regarded as occupied, and the lands adjacent to the creek including the project site constitute potential upland dispersal habitat for this frog.

The project as currently proposed would not adversely impact wildlife movement corridors since the Creekside Project will remain outside of a 400-ft wide (23.7-acre) Sand Creek Buffer Area that is subject to an existing deed restriction that will preserve the Buffer Area in its existing undeveloped condition. The two outfall structures and the two clear span bridges over Sand Creek will not impact the value of this wildlife corridor.

### **5.3 Chaparral, Scrub and Rock Outcrop Community**

According to the Framework, the chaparral, scrub and rock outcrop community occurs on thin-soiled areas that may contain chaparral, grasses, and broadleaved herbs, or may support minimal vegetation [City of Antioch General Plan, App. A, p.8]. The rock outcrop community is generally limited to ridgetops, and excludes grassland and oak woodland or savannah on deeper soils. Within the Focus Area, this community is found primarily in the western part of the Focus Area, and otherwise extends eastward only on the ridges on either side of Sand Creek. The Framework associates the Alameda whipsnake with this community, in the southwestern part of the Focus Area [City of Antioch General Plan, App. A, p.8].

#### **5.3.1 CHAPARRAL, SCRUB AND ROCK OUTCROP COMMUNITIES AT THE CREEKSIDE PROJECT SITE**

The project site does not support a chaparral, scrub or rock outcrop community.

### **5.4 Oak Woodland and Savannah Community**

The Framework defines the oak woodland and savannah community as typified by one or more species of oaks, and generally located on moist north-facing slopes [City of Antioch General Plan, App. A, p.9]. Non-native trees and vegetation, such as eucalyptus trees are excluded from the community by the Framework. No sensitive species are associated with the oak woodland and savannah community within the Focus Area.

#### **5.4.1 OAK WOODLAND AND SAVANNAH COMMUNITIES AT THE CREEKSIDE PROJECT SITE**

There are a number of eucalyptus and other non-native trees on the project site. Scattered riparian woodland is associated with Sand Creek, an intermittent creek that runs west to east along the northern project site's border. Tree species found in the riparian woodland along Sand Creek include valley oak (*Quercus lobata*) trees, among other riparian species. However, there are no oaks on the site, and it does not support an oak woodland and savannah community.

## **6. MITIGATION FOR IMPACTS TO NATURAL COMMUNITIES**

As described in the Framework, impacts to natural communities and their associated special status species from development within the Sand Creek Focus Area is unavoidable [City of Antioch General Plan, App. A, p.11]. However, the magnitude or intensity of the impact from development with the Focus Area is not uniform across the Focus Area. The Framework designates the land within the Focus Area into one of three "Impact Zones" (Zone 1, Zone 2, Zone 3) [City of Antioch General Plan, App. A, pp. 13, and shown on Figure 9 of the Framework].

The Framework recommends in-kind mitigation, with a minimum 1:1 mitigation ratio. By way of example, the Framework explains that mitigation for impacts to California tiger salamander breeding and over-summering habitat "would be required to preserve grassland habitats that

Resource Management Plan  
Creekside Project

support conditions for the tiger salamander in an amount that is equal to or greater than the acreage of the impacted site. Conversely, if the tiger salamander was absent from that site, the preservation lands would not need to contain the specific habitat values for this species" [City of Antioch General Plan, App. A, p.3].

The Framework also recognizes the value of preserving higher quality habitat. Zone 3 lands will generally require the most mitigation, and similarly, the preservation of Zone 3 lands will be given additional mitigation credit, or value, and less mitigation may be required to encourage the preservation of Zone 3 habitats.

These mitigation goals are reflected in the Framework's Resource Management Strategies for Key Grassland Sensitive Resources in the Focus Area [City of Antioch General Plan, App. A, p.12] which encourage:

- Sufficient mitigation for impacts resulting from individual development proposals to adequately protect the habitat of key grassland sensitive resources.
- Carefully tailored mitigation to reflect the relative importance of the specific lands proposed for development.
- Incentives to encourage the purchase of mitigation lands in those areas deemed to be of greater strategic importance to maintaining the integrity of the grassland resources in the region.

The Resource Management Strategies for the Stream and Riparian Community encourage off-site compensatory mitigation for impacts to Sand Creek, particularly on lands designated for grassland community mitigation [City of Antioch General Plan, App. A, p.14].

The Creekside project site is designated as Impact Zone 1, which generally requires the least mitigation (1:1 in-kind mitigation). As described above, the proposed project will impact approximately 60 acres of marginal grassland community ecological characteristics, but nonetheless does provide suitable upland dispersal habitat for the California red-legged frog, suitable habitat for California tiger salamander, and potential migration habitat for the San Joaquin kit fox.

Under the Framework, mitigation for the project's permanent impacts to grasslands should consist of approximately 60.7 acres of land of the same ecological value.

In accordance with the EIR, the project will preserve ecologically suitable mitigation property, at a minimum 1:1 ratio, or secure habitat mitigation credits or participate in the HCP/NCCP if available, prior to the start of construction. The mitigation site will be managed to benefit a complement of known locally occurring listed species, including California red-legged frogs, the California tiger salamander, and San Joaquin kit fox.

## 7. MANAGEMENT OF PRESERVED LANDS

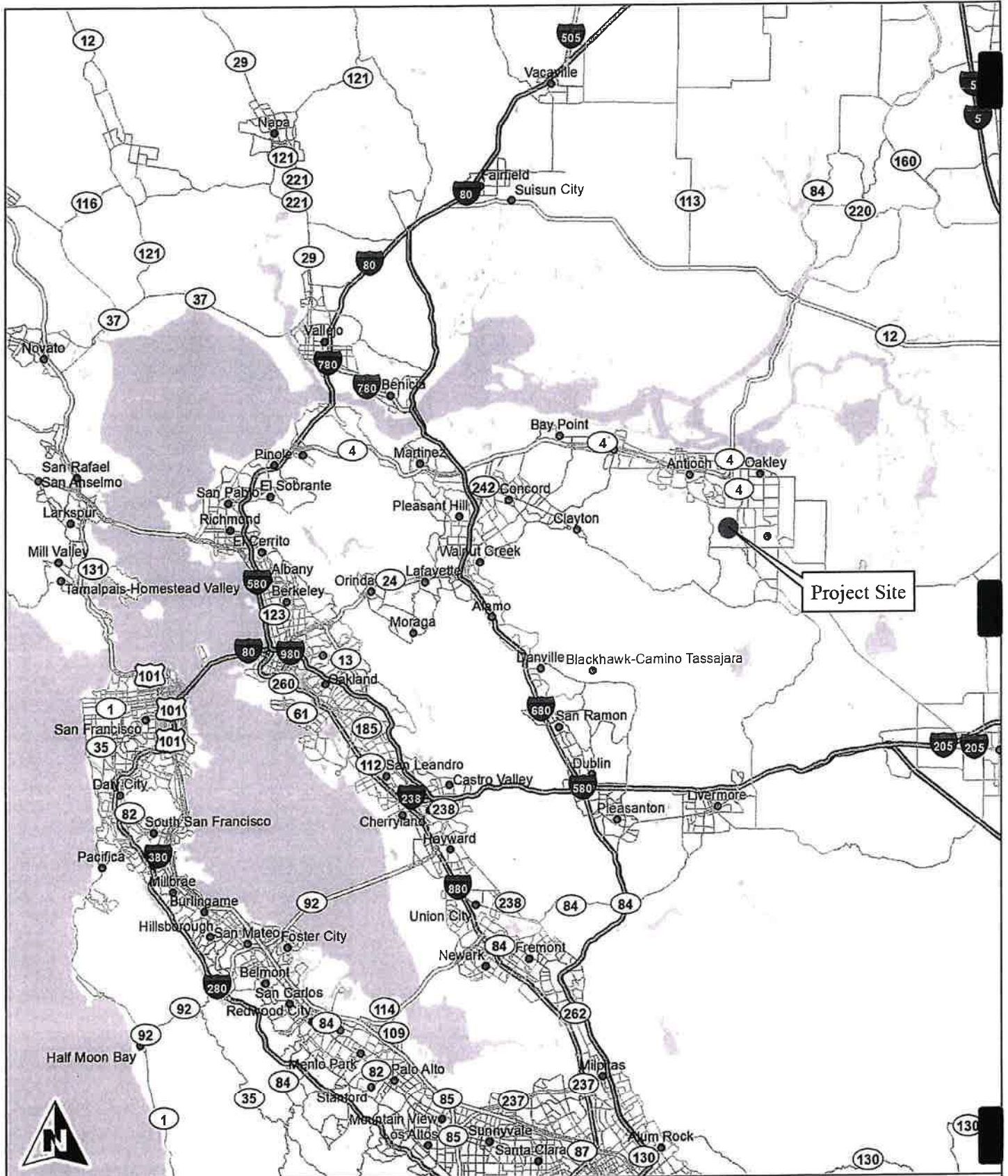
Once lands have been identified for preservation, the Framework recommends preparing a site-specific management plan that addresses the site's key sensitive species, permitted activities (e.g., cattle grazing, new trails in the future), grazing management (if applicable), activities that will not be permitted on the site (such as use of rodenticide, dicing, recreational activities that would require substantial alteration of the habitat, etc.), and the funding mechanism (such as an endowment) to pay for the site's long-term management.

The EIR is consistent with this recommendation, and if mitigation credits are not used, a conservation easement granted to a qualified conservation organization will be recorded over suitable mitigation property, a habitat management plan will be prepared and submitted to the City, and an endowment will be established to pay for the long-term management, maintenance, and monitoring of the mitigation site as described in the City's EIR. Management and monitoring within the mitigation site is likely to include invasive species monitoring (only those species categorized as "high" invasiveness by CAL-IPC) and vegetation management to control such invasive species, grazing to manage vegetation height and abundance, trash removal, fencing maintenance, and special-status species surveys. The habitat management plan will specify the habitat objectives the plan is intended to achieve, a monitoring schedule, the contents and frequency of any monitoring reports. Allowed and prohibited uses, such as when and where the application of pesticides is permitted and prohibited, areas where grazing is not permitted, and other site-specific actions will be addressed in the plan, and in the conservation easement. The conservation easement will also address prohibited activities, such as, commercial or industrial uses, construction and other ground disturbing activities, mining activities, subdivision of the site, removing vegetation other than for habitat management purposes, and most recreational or agricultural activities.

The plan will include sufficient information to determine the cost of implementing the short-term and long-term management and monitoring actions. The project proponent will establish an operational, non-wasting endowment that will provide the Grantee, or other approved land manager with sufficient funds for implementing the plan.

## 8. LITERATURE CITED

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- Smith, D.A., K. Ralls, B.L. Cypher, H.O. Clark Jr., P.A. Kelly, D.F. Williams, and J.E. Maldonado. 2006. Relative abundance of endangered San Joaquin kit foxes (*Vulpes macrotis mutica*) based on scat-detection dog surveys. The Southwestern Naturalist 51 (2): 210-219.



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Environmental Consultants  
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(925) 947-4867

Figure 1. Creekside Project Site  
Regional Map  
Antioch, California

County: Contra Costa  
Map Preparation Date: September 30, 2019

C48





Monk & Associates  
Environmental Consultants  
1136 Saranap Avenue, Suite Q  
Walnut Creek, California 94595  
(925) 947-4867

Figure 2. Creekside Project Site  
Location Map  
Antioch, California

37.943112 -121.755134  
7.5-Minute Antioch South quadrangle  
Section 9: T1N R2E  
Aerial Photograph Source: ESRI  
Map Preparation Date: October 28, 2019

049





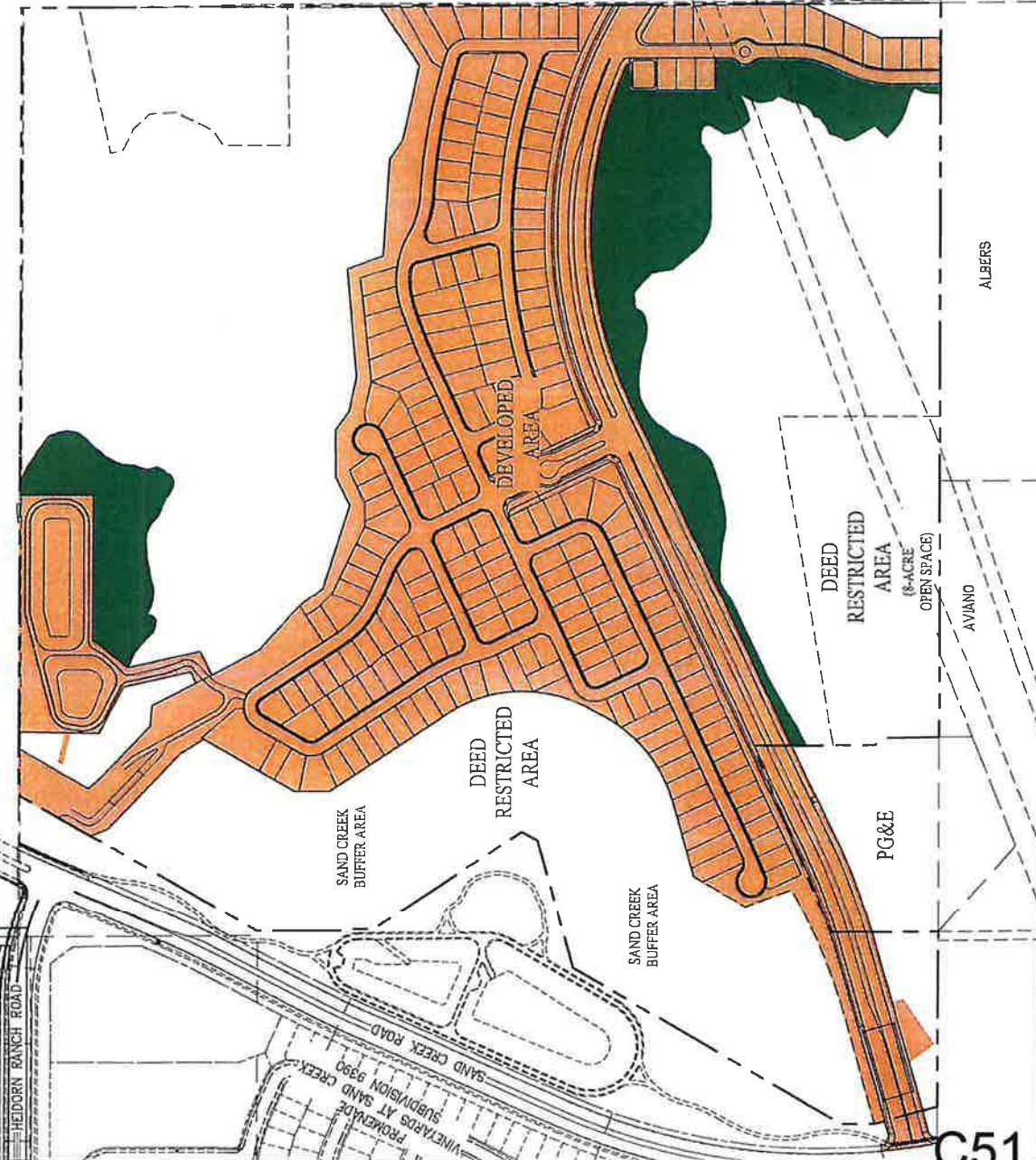
Monk & Associates  
Environmental Consultants  
1136 Saranap Avenue, Suite Q  
Walnut Creek, California 94595  
(925) 947-4867

Figure 3. Aerial Photograph of the  
Creekside Project Site  
Antioch, California

Aerial Photograph Source: ESRI  
Map Preparation Date: October 28, 2019

C50

WEST COAST  
HOME BUILDERS



### LEGEND

- OFFSITE (NO IMPACT) (58.3 AC)
- OFFSITE GRADING/TEMPORARY IMPACT (11.0± AC)
- DEED RESTRICTED AREA (31.7± AC)
- DEVELOPED AREA (58.6± AC)

## BIOLOGICAL RESOURCES ANALYSIS: PROJECT DESCRIPTION AREAS CREEKSIDE

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA  
DATE: NOVEMBER 7, 2019 SCALE: 1"=300'



SAN RAMON (925) 864-0322  
SACRAMENTO (916) 375-1877  
WWW.CBGO.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS

F:\37474\37474-01\EXHIBITS\37474-01E IMPACT AREA SUMMARY.DWG

C51




CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 12, 2024

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

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

**APPROVED BY:** Kwame P. Reed, Acting City Manager

**SUBJECT:** Consideration of a Cooperative Agreement between the City of Antioch and the Contra Costa Transportation Authority for the L Street Pathway to Transit – Bicycle and Pedestrian Improvement Project Funded in Part by a Safe Streets and Roads for All Grant; P.W. 234-15

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution:

1. Approving the Cooperative Agreement between the City of Antioch and the Contra Costa Transportation Authority for the L Street Pathway to Transit - Bicycle and Pedestrian Improvement Project;
2. Approving an amendment to the fiscal year 2023/2024 Operating Budget to increase the funding for the L Street Pathway to Transit – Bicycle and Pedestrian Improvement Project by \$4,952,000 from Road Maintenance and Rehabilitation Account funds;
3. Authorizing the expenditure of up to \$4,952,000 of RMRA funds to pay an advancement to the Contra Costa Transportation Authority for estimated costs for each phase of project delivery for the L Street Pathway to Transit - Bicycle and Pedestrian Improvement Project, which is required to receive a \$13,008,000 Safe Streets and Roads for All Grant; and
4. Authorizing the Acting City Manager to execute the agreement.

**FISCAL IMPACT**

City Staff, in partnership with Contra Costa Transportation Authority ("CCTA"), have identified the L Street Pathway to Transit – Bicycle and Pedestrian Improvement Project ("Project") as a candidate for the federal Safe Streets and Roads for All ("SS4A") Grant Program. The approved grant amount for the Project is \$13,008,000 with a total Project estimate of \$17,960,000.

Adoption of this resolution will authorize to amend the budget to include funding in the amount of \$4,952,000 utilizing RMRA funds for the Project. This action will require reallocating funding currently assigned to the Capital Improvement pavement rehabilitation and resurfacing projects resulting in the delivery of these projects possibly being delayed.

### **DISCUSSION**

City staff, in partnership with CCTA have identified the Project as a viable project to submit for this SS4A Grant Program.

On August 26, 2022, the City Council approved the City to pursue SS4A Grant Funding Program and committing \$3,252,000 of Measure J, Gas Tax or RMRA local funds.

In the summer of 2022, the CCTA led a multi-agency, collaborative effort to submit the "Bicycle and Pedestrian Safety Improvements to Improve Equity Countywide in Contra Costa Project Application" to the U.S. Department of Transportation's ("USDOT's") Safe Streets and Roads for All Discretionary Grant Program.

In February 2023, the USDOT announced that the CCTA had been awarded \$28.9 million to deliver five projects that make neighborhoods throughout the county safer to walk and bike in.

The Antioch L Street Pathway to Transit - Bicycle and Pedestrian Improvement Project, a City component of the overarching CCTA project, will construct improvements on L Street between West 9<sup>th</sup> Street and Sycamore Drive to increase pedestrian and bicycle accessibility. Significant impediments restrict pedestrian and bicycle travel along this corridor. This is predominantly due to the lack of sidewalk adjacent to the Contra Costa Fairgrounds. The Project would widen the roadway between 10<sup>th</sup> and 18<sup>th</sup> Streets to four-lanes and provide safe bicycle access through the area. New concrete curb, gutter and sidewalk will be constructed along the unimproved section fronting the Contra Costa Fairgrounds. Additional work will consist of constructing ADA compliant curb ramps, reconfiguring pavement striping to improve safety and operations along the corridor, installation of new landscape and hardscape amenities to beautify the thoroughfare and implementation of intersection improvements including traffic signal modifications at West 10<sup>th</sup> Street, West 18<sup>th</sup> Street and Sycamore Drive.

The SS4A grant amount dedicated to this project is \$13,008,000, and the proposed agreement commits the City to pay \$4,952,000 from other non-federal sources for the required match for the federal grant and for costs incurred by the CCTA for project management, and all phases of project delivery including environmental clearance, plans, specifications, and estimates for right-of-way and construction.

The CCTA will be the lead in all phases of project delivery as required by the USDOT and Federal Highway Administration, the agency administering the grant program.

At this time, City staff requests that the City Council consider authorization to execute the Cooperative Agreement between the CCTA for the L Street Pathway to Transit – Bicycle and Pedestrian Improvement Project and the commitment of local funds.

**ATTACHMENTS**

A. Resolution

1. Exhibit 1



**ATTACHMENT "A"**

**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE COOPERATIVE AGREEMENT BETWEEN THE CONTRA COSTA  
TRANSPORTATION AUTHORITY AND THE CITY OF ANTIOCH FOR THE ANTIOCH  
L STREET PATHWAY TO TRANSIT – BICYCLE AND PEDESTRIAN  
IMPROVEMENT, APPROVING AN AMENDMENT TO THE FISCAL YEAR 2023/2024  
OPERATING BUDGET AND AUTHORIZING THE ACTING CITY MANAGER TO  
EXECUTE THE AGREEMENT  
P.W. 234-15**

**WHEREAS**, City staff, in partnership with Contra Costa Transportation Authority ("CCTA"), have identified the Antioch L Street Pathway to Transit – Bicycle and Pedestrian Improvement ("Project") as a viable project to submit for this grant program;

**WHEREAS**, this grant requires a commitment of local funds in the amount of \$4,952,000;

**WHEREAS**, in summer 2022, CCTA led a multi-agency, collaborative effort to submit the "Bicycle and Pedestrian Safety Improvements to Improve Equity Countywide in Contra Costa Project Application" to the U.S. Department of Transportation's ("USDOT's") Safe Streets and Roads for All ("SS4A") Discretionary Grant Program;

**WHEREAS**, in February 2023, the USDOT announced that the CCTA had been awarded \$28.9 million to deliver five projects that make neighborhoods throughout the county safer to walk and bike in;

**WHEREAS**, the Project, a City component of the overarching CCTA project, will construct improvements on L Street between West 9<sup>th</sup> Street and Sycamore Drive to increase pedestrian and bicycle accessibility;

**WHEREAS**, the Project will widen the roadway between 10<sup>th</sup> and 18<sup>th</sup> Streets, construct concrete curb, gutter and sidewalk, construct ADA compliant curb ramps, reconfigure pavement striping, install new landscape and hardscape amenities and implement intersection improvements including traffic signal modifications at West 10<sup>th</sup> Street, West 18<sup>th</sup> Street and Sycamore Drive;

**WHEREAS**, the preliminary cost estimate for the project is currently estimated to be \$17,960,000;

**WHEREAS**, the SS4A grant amount dedicated to this project is \$13,008,000, and the proposed agreement commits the City to pay \$4,952,000 from other non-federal sources for the required match for the federal grant and for costs incurred by the CCTA for project management, and all phases of project delivery including environmental clearance, plans, specifications, and estimates (PS&E), right-of-way (ROW) and construction;

**RESOLUTION NO. 2024/\*\***

March 12, 2024

Page 2

**WHEREAS**, the CCTA will be the lead in all phases of project delivery as required by the USDOT and Federal Highway Administration, the agency administering the grant program;

**WHEREAS**, the City has considered approving the Cooperative Agreement between the City of Antioch and the Contra Costa Transportation Authority for the L Street Pathway to Transit - Bicycle and Pedestrian Improvement Project;

**WHEREAS**, the City has considered approving an amendment to the fiscal year 2023/2024 Operating Budget to increase the funding for the L Street Pathway to Transit – Bicycle and Pedestrian Improvement Project by \$4,952,000 from RMRA funds by re-allocating budgeted RMRA funding from pavement rehabilitation and resurfacing projects to the Project; and

**WHEREAS**, the City has considered authorizing the expenditure of up to \$4,952,000 of RMRA funds to pay an advancement to the Contra Costa Transportation Authority for estimated costs for each phase of project delivery for the L Street Pathway to Transit - Bicycle and Pedestrian Improvement Project, which is required to receive a \$13,008,000 Safe Streets and Roads for All Grant;

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

1. Approves the Cooperative Agreement between the City of Antioch and the Contra Costa Transportation Authority for the Antioch L Street Pathway to Transit – Bicycle and Pedestrian Improvement Project;
2. Approves an amendment to the fiscal year 2023/2024 Operating Budget to increase the funding for the L Street Pathway to Transit – Bicycle and Pedestrian Improvement Project by \$4,952,000 from the RMRA funds by re-allocating budgeted RMRA funding from pavement and rehabilitation and resurfacing projects;
3. Authorizes the expenditure of up to \$4,952,000 of RMRA funds to pay an advancement to the Contra Costa Transportation Authority for estimated costs for each phase of project delivery for the L Street Pathway to Transit - Bicycle and Pedestrian Improvement Project, which is required to receive a \$13,008,000 Safe Streets and Roads for All Grant; and
4. Authorizes the Acting City Manager to execute the agreement in a form approved by the City Attorney.

A2



**RESOLUTION NO. 2024/\*\***

March 12, 2024

Page 3

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 12<sup>th</sup> day of March 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

A3

**EXHIBIT "1"**

**COOPERATIVE AGREEMENT NO. 666**

**BETWEEN**

**CONTRA COSTA TRANSPORTATION AUTHORITY**

**AND**

**CITY OF ANTIOCH**

**FOR**

**ENVIRONMENTAL CLEARANCE, PLANS, SPECIFICATIONS AND ESTIMATE  
(PS&E), RIGHT OF WAY (ROW), AND CONSTRUCTION PHASES FOR L STREET  
PATHWAY TO TRANSIT – BICYCLE AND PEDESTRIAN IMPROVEMENT  
PROJECT**

**I. PARTIES**

- A. THIS COOPERATIVE AGREEMENT ("Agreement") effective on [date], is made and entered into by and between the Contra Costa Transportation Authority (AUTHORITY) and the City of Antioch (CITY), (AUTHORITY and CITY may be referred to herein as a "Party" and collectively "Parties").

**II. RECITALS**

- A. WHEREAS, CITY intends to build Phase 2 improvements on I. Street between 9th Street and Sycamore Drive, about 0.5-mile section. These improvements include new sidewalks under the railroad tracks and along the fairground, installing ADA compliant curb ramps, re-striping to allow for multi-modal facilities between 9th Street and Sycamore Drive, improving multimodal safety and operations along the corridor, and intersection improvements including traffic signal modifications at 10th Street, E18th Street and Sycamore Drive. Other improvements include new bus stops and bus shelters, trail access and connection to bike facilities and sidewalks (PROJECT) – a detailed description of the PROJECT is set forth in Attachment A; and
- B. WHEREAS, the PROJECT will be designed and constructed using design-bid-build procurement method; and
- C. WHEREAS, the CITY has agreed to contribute funds toward the PROJECT and has allocated \$4,952,000 from Local Funds, to pay for the required match for the Federal funds and for costs incurred by AUTHORITY for Project Management, and all phases of project delivery needed including Planning (including grant application and coordination with USDOT), completion of all necessary environmental review under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) (collectively "Environmental Clearance"), preparation of plans, specifications and estimates (PS&E), right-of-way (ROW) and Construction of the PROJECT; and

## EXHIBIT "1"

- D. WHEREAS, the AUTHORITY has secured \$13,008,000 in United States Department of Transportation (USDOT) funding from the Safe Streets and Roads for All (SS4A) Discretionary Grant Program for the PROJECT; and
- E. WHEREAS, the Parties consider PROJECT to be a high priority project of mutual interest and are willing to cooperate in the implementation of the PROJECT; and
- F. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the project development, ROW and construction phases of the PROJECT; and
- G. WHEREAS, the PROJECT is estimated to cost a total of \$17,960,000 as shown in ATTACHMENT B; and
- H. WHEREAS, the CITY desires the AUTHORITY provide project planning, delivery services and program management services for all PROJECT activities including coordination with USDOT on funding requirements and execution of PROJECT agreement(s), procurement of required consultants and contractors to complete all activities described in ATTACHMENT B, and oversight of said work, to access SS4A funding in the amount of \$13,008,000, and understands it is the sole responsibility of CITY to reimburse 100% of actual and reasonable AUTHORITY costs associated with these activities, within the maximum CITY funding amount specified herein; and
- I. WHEREAS, AUTHORITY will notify the CITY once the AUTHORITY learns that costs will exceed the estimated amount defined in ATTACHMENT B. Parties will negotiate increased CITY funding or other funding sources, or options to down scope the PROJECT to meet available funding, and
- J. WHEREAS, it is mutually understood that the PROJECT will likely proceed in phases including: (i) project planning, (ii) preliminary design and CEQA/NEPA environmental clearance, (iii) design (PS&E), ROW including utility relocations, and (iv) construction, construction management, and closeout. The work scope, budget and timelines of deliverables for each phase will be stipulated in individual task orders for each phase. The task order will define the advanced amount of funds required from the CITY for the phase being delivered. The advanced amount is necessary to meet the match requirement by the federal grant, reduce PROJECT administrative burden, and minimize cashflow impacts on the AUTHORITY, per ATTACHMENT C.

NOW, THEREFORE, the Parties agree to the following:

### III. AUTHORITY RESPONSIBILITIES

AUTHORITY agrees:



## EXHIBIT "1"

- A. To provide planning and program management services for all PROJECT activities including coordination with USDOT on funding requirements and execution of PROJECT agreement(s), procurement of required consultants and contractors in accordance with applicable federal funding requirements to complete all activities described in ATTACHMENT B, inclusion of required federal clauses in all federally funded consultant and contractor agreements, and oversight of said work.
- B. To procure the services of a consultant team, in consultation with CITY, to prepare the environmental document (CEQA and NEPA), to develop 35%, 65%, 95%, and Final Plans, Specifications, & Estimates (PS&E), and to provide design support during construction, construction management, and closeout.
- C. To coordinate with CITY for CEQA and NEPA approval of the environmental document, as required, and support the CITY as the lead agency for both CEQA and NEPA.
- D. To provide utility coordination services and work with the CITY on required documents, utility relocations and agreements. Should there be ROW or easement acquisition, AUTHORITY will procure a consultant for right-of-way acquisition services. AUTHORITY will seek an amendment to cover the cost of these services.
- E. Left Blank Intentionally
- F. To designate a responsible staff member that will be AUTHORITY'S representative in attending all meetings between the parties or pertaining to the PROJECT, providing and receiving day-to-day communication.
- G. AUTHORITY Executive Director is authorized to act on behalf of AUTHORITY under this Agreement.
- H. To provide CITY an opportunity to review and comment on, and approve the project delivery documents including procurement documents, environmental documents, PS&E (at the various stages of completion), construction bid and construction administration documents, project budget and consultant contracts and costs.
- I. To provide CITY an opportunity to participate in consultant selection for services procured by AUTHORITY.
- J. To provide CITY an opportunity to review and comment on all PROJECT agreements entered into by AUTHORITY and pertaining to CITY.
- K. To provide no less than quarterly reports through the duration of the USDOT grant agreement performance period.

Alp

## EXHIBIT "1"

- L. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- M. Performance of services under the consultant and construction contracts for PROJECT shall be subject to the technical direction of the AUTHORITY's Executive Director, or designee, with input and consultation from CITY.
- N. To facilitate and coordinate obtaining required agreements from USDOT including authorization for expenditure of funds, prior to advertising for professional or construction contracts for PROJECT.
- O. To seek reimbursement from USDOT on work performed on any phase of the PROJECT which will be funded by Federal sources as shown in ATTACHMENT C. The actual cost of a specific phase may ultimately vary from the estimates provided and the final reimbursement amount shall be adjusted based on the Federal funding agreements.
- P. To prepare and submit invoices to CITY for expenditures related to planning activities incurred by AUTHORITY prior to execution of USDOT agreement.
- Q. To prepare and submit a Task Order to CITY , for CITY review and approval, describing the work scope, budget and timelines of deliverables prior to initiation of Project Development and Construction phases. The Task Order will define the amount of CITY funding commitment that will be advanced to AUTHORITY for the phase being delivered.
- R. To provide CITY an opportunity to review proposed contract change orders during construction which such approval shall be provided within two working days. Failure to respond within two working days constitutes a waiver of the right to object to the proposed change order.
- S. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of project management, Environmental Clearance, PS&E, ROW including utility relocations, construction, construction administration and closeout work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.
- T. To prepare a final accounting of expenditures, including a final invoice for the actual Project Management cost (AUTHORITY and Project Management Oversight staff), Environmental Clearance, PS&E, ROW, and construction costs expended for the PROJECT. The final accounting of expenditures and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work including resolution of any claims and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this Agreement and USDOT requirements



## EXHIBIT "1"

and for all PROJECT-specific and support activities, as approved by CITY and described herein.

- U. To provide CITY copies of approved contractor invoices and payment vouchers no less than twice annually until PROJECT completion, but not to exceed quarterly.
- V. To cooperate in having a PROJECT-specific audit of all PROJECT expenditures if requested by the CITY. The audit is intended to justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement. The auditor shall be selected by CITY.
- W. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due to CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, in addition to any other right or remedy of the CITY under this Agreement or applicable law, the CITY reserves the right to withhold future payments for the PROJECT due to AUTHORITY from any source under CITY's control.
- X. To procure and maintain insurance coverage (or a program of self-insurance of equivalent character and coverage) of the types and in the amounts identified in ATTACHMENT D and name the CITY as an additional insured for all work performed by AUTHORITY on CITY's behalf. Further, AUTHORITY will ensure that all consultants and subconsultants hired to perform work on the PROJECT name the CITY as an additional insured and procure and maintain insurance coverage of the types and in the amounts identified in ATTACHMENT D, and that all such consultants and subconsultants agree to indemnify the CITY to the same extent that indemnification is provided to AUTHORITY.
- Y. To attend City Council, Committee, Commission, and public meetings to present design recommendations, PROJECT updates and other information, as needed provided sufficient notice is given.

#### IV. CITY RESPONSIBILITIES

CITY agrees:

- A. To jointly enter into utility agreements with Authority and any affected utilities if utility facilities need to be relocated or new service connections are required to facilitate the PROJECT, acknowledging that the PROJECT represents a "proper governmental use" of any public street affected by the PROJECT and thus utilities will be responsible for any relocation required on such street pursuant to and subject to the terms of the applicable utilities' franchise agreements.

## EXHIBIT "1"

- B. To enter into any required maintenance agreements, subject to terms acceptable to the CITY, and prepare, acquire and execute any required easements for PROJECT prior to construction.
- C. To pay an advancement to AUTHORITY for estimated costs for each phase of the PROJECT as specified in Task Order submitted by AUTHORITY and approved by the CITY. The actual cost of a specific phase may ultimately vary from the estimates provided in ATTACHMENT B; however, under no circumstances is the total combined CITY contribution to exceed \$4,952,000 without an amendment to this Agreement.
- D. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of AUTHORITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.
- E. To act as Lead Agency for purposes of CEQA/NEPA, as applicable.
- F. To designate a responsible staff member that will be CITY's representative in attending all meetings between the parties or pertaining to the PROJECT, receiving day-to-day communication and reviewing the PROJECT documents.
- G. To review and provide comments on Environmental Clearance document, PS&E, construction bids, construction management contract and closeout documents within 30 working days, or other durations as mutually agreed between Parties, of receiving the review request from AUTHORITY.
- H. City Manager is authorized to act on behalf of CITY under this Agreement, to the extent approved by City Council.
- I. Subject to applicable law and funding restrictions, CITY has the ultimate authority to make final decisions on changes to the design and procurement methods.
- J. To formally accept the PROJECT through City Council action following completion.
- K. To facilitate public meetings, meetings with the City Council, Committees, Commissions and the public regarding the PROJECT.
- L. To make reasonable efforts to secure funding and reimburse the AUTHORITY for cost increases on the PROJECT. Upon notification by the AUTHORITY of cost increases, CITY will secure the funding or negotiate with AUTHORITY to reduce the scope if additional funding is not available.



## EXHIBIT "1"

### V. MUTUAL RESPONSIBILITIES

The Parties agree:

#### A. Performance Period

a. This Agreement shall go into effect on (DATE) (the "Effective Date"). This Agreement shall end 12 months following acceptance of the PROJECT by the CITY and reimbursement of all costs to AUTHORITY, unless extended by written amendment. See article H under Section V.

- B. To abide by all applicable federal, state and local laws and regulations pertaining to the PROJECT as of the Effective Date of this Agreement.
- C. To abide by all Terms and Conditions contained in the Agreement between USDOT and AUTHORITY for the programming and authorization to expend funding from the fiscal year 2022 Safe Streets and Roads for All Grant program. (ATTACHMENT D).
- D. In the event AUTHORITY determines cost for any PROJECT phase work may exceed the amounts identified in Attachment B of this Agreement, AUTHORITY shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to either modify the scope of the PROJECT or the amounts identified in this Agreement, or both. Under no circumstances is the total CITY contribution to exceed \$4,952,000 without an amendment to this Agreement.
- E. Eligible PROJECT reimbursements shall include only those costs incurred by AUTHORITY for PROJECT-specific work activities that are described in this Agreement.
- F. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY and under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- G. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done

## EXHIBIT "1"

by AUTHORITY, its officers, employees, consultants, contractors or agents under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.

- H. This Agreement shall end 12 months following acceptance of the PROJECT by the CITY and reimbursement of all costs to AUTHORITY, unless extended by written amendment, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other non-cancellable obligations it may have incurred or the non-terminating Party may have incurred for the benefit of the terminating Party under the terms of the Agreement prior to termination. In the case of such termination, the AUTHORITY shall transfer ownership of all work product developed under this Agreement to the CITY and shall, at the CITY's request, assign consultant or contractor agreements related to the PROJECT and entered into by the AUTHORITY hereunder to the CITY.
- I. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- J. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.
- K. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Contra Costa County. All Parties agree to follow all local, state, and federal laws and ordinances with respect to the performance of this Agreement.
- L. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of three (3) years from the later of; a) the date on which this Agreement terminates; or b) the date on which such book or record was created.
- M. If any clause or provision of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- N. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- O. Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.



## EXHIBIT "1"

- P. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- Q. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs D and E of this Section.
- R. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective on the date signed by both Parties and shall be dated on the date executed by AUTHORITY.
- S. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/email stated below:

If to AUTHORITY: Tim Haile  
Executive Director  
2999 Oak Road, Suite 100  
Walnut Creek, CA 94597  
Telephone: 925-256-4735  
Email: [thaile@ccta.net](mailto:thaile@ccta.net)

If to CITY:  
Scott Buenting  
Acting Public Works Director  
P.O. Box 5007  
Antioch, CA 94531-5007  
Telephone: 925-779-6129  
Email: [sbuenting@antiochca.gov](mailto:sbuenting@antiochca.gov)

cc: Thomas Lloyd Smith, City Attorney  
[cityattorney@ci.antioch.ca.us](mailto:cityattorney@ci.antioch.ca.us)

- T. There are no third-party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.
- U. This Agreement, with its exhibits, represents the entire understanding of AUTHORITY and CITY as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be

## EXHIBIT "1"

modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

**SIGNATURES ON FOLLOWING PAGE:**

DRAFT

**EXHIBIT "1"**

**COOPERATIVE AGREEMENT NO. 666  
BETWEEN  
CONTRA COSTA TRANSPORTATION AUTHORITY  
AND CITY OF ANTIOCH**

**CONTRA COSTA TRANSPORTATION  
AUTHORITY**

**CITY OF ANTIOCH**

By: \_\_\_\_\_  
Newell Arnerich  
Chair

By: \_\_\_\_\_  
Kwame P. Reed  
Acting City Manager

Attest: \_\_\_\_\_  
Tarienne Grover  
Clerk of the Board

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

By: \_\_\_\_\_  
Elizabeth Householder, City Clerk

By: \_\_\_\_\_  
Fennemore Wendell  
Authority Counsel

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
Thomas Lloyd Smith, City Attorney

A14

## EXHIBIT "1"

### Attachment A

#### **PROJECT DESCRIPTION & PROPOSED IMPROVEMENTS**

The project will build Phase 2 improvements on L Street between 9th Street and Sycamore Drive in the City of Antioch, about 0.5-mile section. These improvements include new sidewalks under the railroad tracks and along the fairground, installing ADA compliant curb ramps, re-striping to allow for multi-modal facilities between 9th Street and Sycamore Drive, improving multimodal safety and operations along the corridor, and intersection improvements including traffic signal modifications at 10th Street, E18th Street and Sycamore Drive. Other improvements include new bus stops and bus shelters, trail access and connection to bike facilities and sidewalks. "L" Street is on a Tri-Delta Transit bus route that serves and connects the PDA and the Equity Priority Area and serves Contra Costa County low and moderate housing development around "J" Street. "L" Street terminates at the entrance to the existing multi use Delta Trail/waterfront promenade which connects and serves the Antioch Amtrak Station.

(Independent Cost Estimate is attached as an Exhibit to the Project Description & Proposed Improvements)



## EXHIBIT "1"

### Attachment B

#### PROJECT COST ESTIMATE

ACTIVITIES	AMOUNT
CCTA Planning, Project Management and Procurements	\$ 428,000
Consultant Services for Environmental Clearance, PS&E, and Right of Way Engineering	\$ 1,865,000
Right-of-Way Acquisition/Utility Relocation	\$ 2,760,000
CONSTRUCTION	\$ 11,307,000
CONSTRUCTION SUPPORT <i>(Including Construction Management, Design Support During Construction &amp; Permit Fees)</i>	\$ 1,600,000
<b>TOTAL PROJECT COST</b>	<b>\$ 17,960,000</b>

**EXHIBIT "1"**

**Attachment C**

**PROJECT FUNDING TABLE**

<b>FUNDING SOURCE</b>	<b>AMOUNT</b>
Local Funds	\$ 4,952,000
SS4A (Federal Funding)	\$ 13,008,000
<b>Total</b>	<b>\$ 17,960,000</b>

## EXHIBIT "1"

### Attachment D

#### Insurance Requirements

[Contractor or Consultant] shall not commence work for the Authority until it has secured all insurance required under this Section and has provided evidence satisfactory to the Authority. In addition, [Contractor or Consultant] shall not allow any subconsultant to commence work on any subcontract until it has secured all insurance required under this Section.

##### a. Commercial General Liability

(i) [Contractor or Consultant] shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Authority.

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

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

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

(1) Bodily Injury and Property Damage

(2) Personal Injury/Advertising Injury

(3) Premises/Operations Liability

(4) Products/Completed Operations Liability

(5) Aggregate Limits that Apply per Project

(6) Explosion, Collapse and Underground exclusion deleted

(7) Contractual Liability with respect to this Agreement

## EXHIBIT "1"

### (8) Property Damage

### (9) Independent Consultants Coverage

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

(v) The policy shall give the Authority, the City, their officials, officers, employees, agents and the Authority designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Authority, and provided that such deductibles shall not apply to the Authority as an additional insured.

### b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, [Contractor or Consultant] shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Authority.

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

(iii) The policy shall give the Authority, the City, their officials, officers, employees, agents and Authority designated volunteers additional insured status.

(iv) The business automobile liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Authority, and provided that such deductibles shall not apply to the Authority as an additional insured.

### c. Workers' Compensation/Employer's Liability



## EXHIBIT "1"

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

(ii) To the extent [Contractor or Consultant] has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, [Contractor or Consultant] shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. [Contractor or Consultant] shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this Section.

### d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement [Contractor or Consultant] shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Authority and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of [Contractor or Consultant]. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

### e. Pollution Liability [DELETE SECTION IF NOT APPLICABLE]

(i) Pollution Liability is required should any of the Services involve pollutants or hazardous materials. Liability coverage shall include coverage for the environmental risks associated with the Project and expenses related to such, including bodily injury, property damage, on and off site clean-up, transporting, carrying or storing pollutants, and coverage for non-owned disposal sites.

(ii) The policy shall give the Authority, the City, their officials, officers, employees, agents and Authority designated volunteers additional insured status.

## EXHIBIT "1"

(iii) The pollution liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Authority, and provided that such deductibles shall not apply to the Authority as an additional insured.

### f. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

#### Combined Single Limit

Commercial General Liability \$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury, personal injury, and property damage

Automobile Liability \$1,000,000 combined single limit

Employer's Liability \$1,000,000 per occurrence

Professional Liability \$3,000,000 per claim and aggregate (errors and omissions)

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

(iii) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

### g. Evidence Required

Prior to execution of the Agreement, [Contractor or Consultant] shall file with the Authority evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.



## EXHIBIT "1"

### h. Policy Provisions Required

(i) [Contractor or Consultant] shall provide the Authority at least thirty (30) calendar days prior written notice of cancellation of any policy required by this Agreement, except that [Contractor or Consultant] shall provide at least ten (10) calendar days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, [Contractor or Consultant] shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Authority at least ten (10) calendar days prior to the effective date of cancellation or expiration.

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

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. [Contractor or Consultant] shall maintain such coverage continuously for a period of at least three (3) years after the completion of the work under this Agreement. [Contractor or Consultant] shall purchase a one (1) year extended reporting period

A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Authority, the City, their officials, officers, employees, agents, and volunteers or shall specifically allow [Contractor or Consultant] or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. [Contractor or Consultant] hereby waives its own right of recovery against the Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve [Contractor or

## EXHIBIT "1"

Consultant] from liability in excess of such coverage, nor shall it limit [Contractor or Consultant]'s indemnification obligations to the Authority or City and shall not preclude the Authority from taking such other actions available to the Authority under other provisions of the Agreement or law.

### i. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Authority, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

### j. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by [Contractor or Consultant], and any approval of said insurance by the Authority, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by [Contractor or Consultant] pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the Authority has the right but not the duty to obtain the insurance

it deems necessary and any premium paid by the Authority will be promptly reimbursed by [Contractor or Consultant] or the Authority will withhold amounts sufficient to pay premium from [Contractor or Consultant] payments. In the alternative, the Authority may cancel this Agreement.

(iii) The Authority may require [Contractor or Consultant] to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the Authority, the City nor any of their officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.



## EXHIBIT "1"

k. Subconsultant Insurance Requirements [Contractor or Consultant] shall not allow any subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Authority that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subconsultants shall be endorsed to name the Authority and the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by [Contractor or Consultant], the Authority may approve in writing different scopes or minimum limits of insurance for particular subconsultants.

### Indemnification

a. To the fullest extent permitted by law, [Contractor or Consultant] shall defend (with counsel of the Authority's choosing), indemnify and hold the Authority, the City, their 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 [Contractor or Consultant], its officials, officers, employees, subconsultants or agents in connection with the performance of [Contractor or Consultant]'s Services, the Project 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 [Contractor or Consultant], the Authority, the City, their officials, officers, employees, agents, or volunteers.

b. If [Contractor or Consultant]'s obligation to defend, indemnify, and/or hold harmless arises out of [Contractor or Consultant]'s performance of "design professional" services (as that term is defined under Civil Code Section 2782.8), then, and only to the extent required by Civil Code Section 2782.8, which is fully incorporated herein, [Contractor or

Consultant]'s indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of [Contractor or Consultant], and upon [Contractor or Consultant] obtaining a final adjudication by a court of competent jurisdiction, [Contractor or Consultant]'s liability for such claim, including the cost to defend, shall not exceed [Contractor or Consultant]'s proportionate percentage of fault.

## EXHIBIT "1"

### California Labor Code Requirements

a. [Contractor or 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, [Contractor or Consultant] agrees to fully comply with such Prevailing Wage Laws. [Contractor or Consultant] shall defend, indemnify and hold the Authority, 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 [Contractor or 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 Section 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.

b. 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, [Contractor or Consultant] and all subconsultants performing such Services must be registered with the Department of Industrial Relations (DIR). [Contractor or Consultant] shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be [Contractor or Consultant]'s sole responsibility to comply with all applicable registration and labor compliance requirements. 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.

**EXHIBIT "1"**

**Attachment E**

**FUNDING AGREEMENT BETWEEN USDOT AND AUTHORITY**

DRAFT






## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of March 12, 2024

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

**SUBMITTED BY:** Marcus Woodland, Acting Water Treatment Plant Superintendent

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

**SUBJECT:** Antioch Municipal Reservoir Aquatic Vegetation Management Maintenance Services Agreement; PW 453-2

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Awarding the maintenance services agreement to Clean Lakes Inc. for aquatic vegetation management at the Antioch Municipal Reservoir for up to 5 years for a total amount of up to \$815,401.50 consisting of \$163,080.30 per calendar year for three years totaling \$489,240.90 and an option to extend an additional two (2) years totaling \$326,160.60; and
2. Authorizing the Acting City Manager to execute the agreement with Clean Lakes Inc. in a form approved by the City Attorney.

### **FISCAL IMPACT**

Funding for the agreement with Clean Lakes Inc. to perform aquatic vegetation management for the Antioch Municipal Reservoir is included in the fiscal year 2023/24 and fiscal year 2024/25 Water Enterprise Fund operating budget. Funding for subsequent years of the agreement will be requested as part of the City's biennial budget process.

### **DISCUSSION**

The City of Antioch owns and operates a 53-acre reservoir located directly east of the northern end of Golf Course Road. This facility is used for treating potable water for the community. The aquatic vegetation growth within the reservoir has become unappealing and harbors an environment for unwanted vegetative growth.

This maintenance services agreement provides ongoing assessments of aquatic vegetation growth stages, recommendations regarding preventative treatment of aquatic vegetation and treatment of aquatic vegetation before it can become problematic for community aesthetics or the drinking water supply.



On December 8, 2023, City staff posted a request for qualifications on the City's website, builders exchange email lists, and directly contacted three (3) firms requesting qualifications for aquatic vegetation management.

On January 19, 2024, qualifications were received from one (1) contractor, Clean Lakes Inc., for the desired contracting services. Based on the content of the qualifications, Clean Lakes Inc. was selected as the qualified firm to provide the services required for the Project. Staff has subsequently met with representatives from Clean Lakes Inc. to develop the attached scope of work and cost proposal.

**ATTACHMENTS**

- A. Resolution
- B. Clean Lakes Inc. Statement of Qualifications

**ATTACHMENT "A"**

**RESOLUTION NO. 2024/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AWARDING THE CONTRACT AND AUTHORIZING THE ACTING CITY MANAGER  
TO EXECUTE AN AGREEMENT FOR THE ANTIOCH MUNICIPAL RESERVOIR  
AQUATIC VEGETATION MANAGEMENT  
P.W. 453-2**

**WHEREAS**, the City has considered acquiring a service to manage the aquatic growth in the Antioch Municipal Reservoir;

**WHEREAS**, on December 8, 2023, City staff posted a Request for Qualifications on the City's website, builders exchange email lists, and directly contacted three (3) firms requesting qualifications for the Antioch Municipal Reservoir Aquatic Vegetation Management ("Project");

**WHEREAS**, on January 19, 2024, qualifications were received from one (1) contractor, Clean Lakes Inc. for the Project;

**WHEREAS**, based on the content of the qualifications, Clean Lakes Inc. was selected as the qualified contractor to provide the services required for the Project; and

**WHEREAS**, the City Council has considered approving the Maintenance Services Agreement with Clean Lakes Inc. for three years with an option to extend an additional two (2) years.

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

1. Approves the award of the Maintenance Services Agreement with Clean Lakes Inc. for up to 5 years for a total amount of up to \$815,401.50 consisting of \$163,080.30 per calendar year for three years totaling \$489,240.90 and an option to extend an additional two (2) years totaling \$326,160.60; and
2. Authorizes the Acting City Manager to execute the Agreement in a form approved by the City Attorney.

\* \* \* \* \*

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**RESOLUTION NO. 2024/\*\***

March 12, 2024

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 12th day of March 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

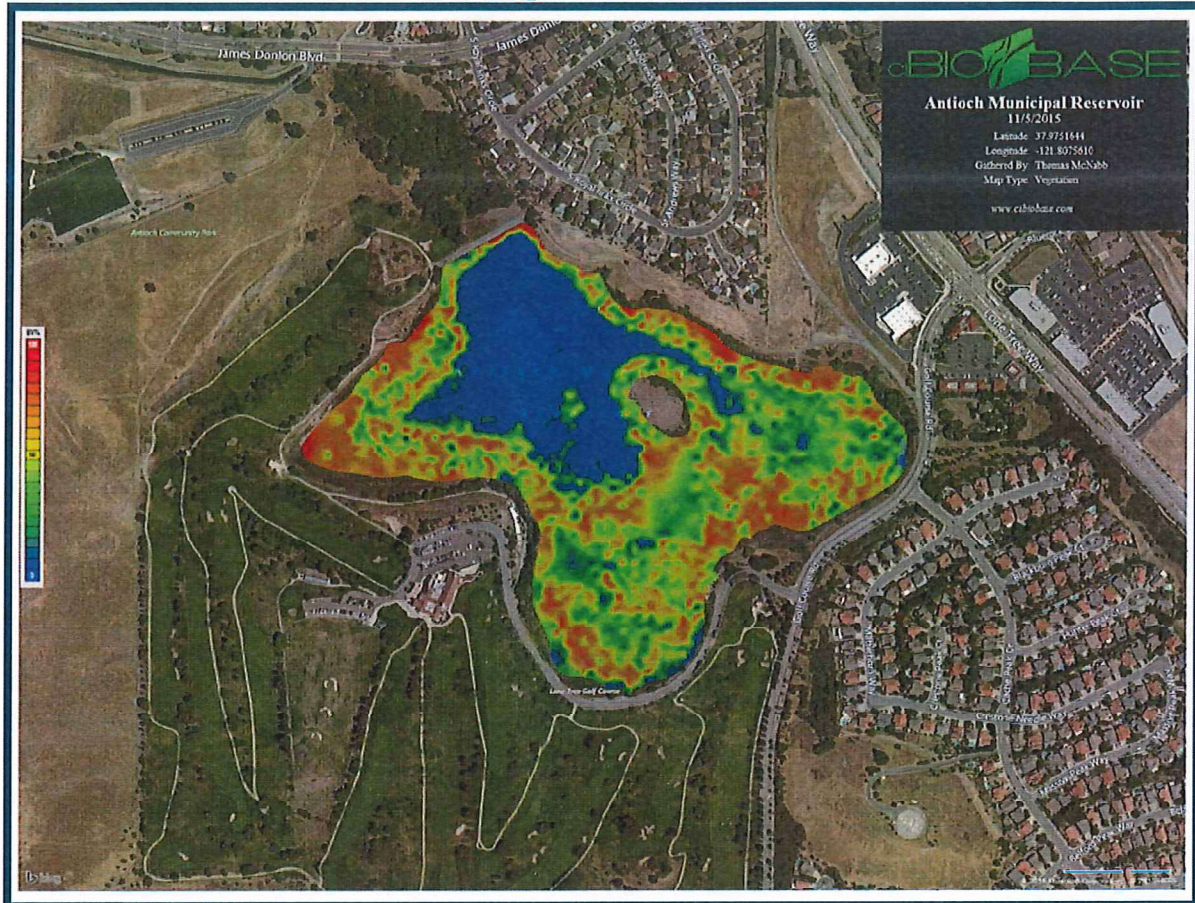
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**ELIZABETH HOUSEHOLDER**  
**CITY CLERK OF THE CITY OF ANTIOCH**

A2



**ANTIOCH MUNICIPAL RESERVOIR AQUATIC  
VEGETATION MANAGEMENT PROPOSAL  
RFQ P.W. 453-2**



Submitted By  
**CLEAN LAKES INC.**

P.O. Box 3186  
Martinez, California 94553  
[www.cleanlake.com](http://www.cleanlake.com)

Submitted To  
Scott Buenting, Project Manager  
Capital Improvements Division  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

January 2024



**BACKGROUND INFORMATION:** Clean Lakes, Inc. (CLI) is submitting this proposal in response to the Antioch Municipal Reservoir Aquatic Vegetation Management Request for Qualifications P.W. 453-2.

**COVER LETTER:** A Cover Letter has been included with this Proposal.

**INTRODUCTION:** CLI understands this project will include furnishing all labor, equipment and materials necessary to prevent the growth of aquatic vegetation and treat the reservoir for algae as needed within the 53 acre Antioch Municipal Reservoir. CLI's Pest Control Advisor (PCA) will provide recommendations for ongoing treatments or services to control the aquatic vegetation growth in the reservoir to achieve the city's goal of maintaining and improving the beneficial uses of the reservoir while complying with the regulatory environment as it applies to the management activities. CLI is familiar with the site characteristics from historical treatments our company has performed on Antioch Municipal Reservoir since 2016.

Clean Lakes, Inc. (CLI) staff has been providing aquatic ecosystem restoration and maintenance services to governmental and private sector clients worldwide since the 1970's. The scope of services provided by CLI includes collaborating in research and development, development of aquatic vegetation management programs, environmental monitoring of aquatic plant communities, aquatic ecosystem mapping, implementing invasive species control programs (mechanical, biological, and through the use of US-EPA approved aquatic herbicides and algaecides), as well as services in marsh restoration, aquatic plant control, and water quality monitoring. Our expertise also extends to compliance with laws and regulations including regulatory matters associated with the Pesticide General Permit (PGP) implemented under state or federal National Pollutant Discharge Elimination System (NPDES) requirements. CLI's corporate office is located in Martinez, CA.

**SCOPE OF WORK:** CLI's Scope of Services for this project includes all of the tasks required to prevent the growth of aquatic vegetation and treat the reservoir for algae as needed within the Antioch's 53 acre Municipal Reservoir through the use of US-EPA approved aquatic herbicides and algaecides. CLI's Pest Control Advisor (PCA) will provide recommendations for ongoing



treatments or services to control aquatic vegetation growth in the reservoir to achieve the project goals.

Reservoir Surveys: Based on historical data and work experience on Antioch Municipal Reservoir, CLI recommends performing monthly surveys throughout the year to understand and monitor the current conditions of the reservoir. The ultimate goal performing monthly surveys is to identify vegetation species, growth areas, % coverage and or algae blooms in the early stages so that control measures can be implemented prior to nuisance growths developing. The data collected from the monthly surveys will be used to develop treatment plans based on current conditions and discussions with the City.

Submerged Aquatic Vegetation Control: CLI recommends performing early season fluridone treatments for the control of submerged aquatic vegetation. An initial 20 part per billion (ppb) fluridone application would be performed when the target plants growth stage warrants treatment (early spring). A 10 ppb bump treatment would be performed approximately 20 to 30 days following the initial application. The early season fluridone treatments have the potential to control the submerged vegetation for the season. Any mid to late season nuisance growths of submerged aquatic vegetation would be spot treated with an approved aquatic herbicide. The initial fluridone treatment followed up by spot treatments using contact herbicides would achieve a slow plant die off that will have low impacts on the treatment plant operations. There are no drinking water use restrictions with fluridone applications under 20 ppb.

Algae Control: Planktonic or filamentous algae growths would be identified during monthly surveys and addressed based on densities with a SeClear Algaecide and Water Quality Enhancer) or Cutrine Plus algaecide to keep small infestations from becoming whole lake issues, if possible (SeClear Product Label attached).

Nutrient Inactivation: Algae issues within the reservoir are primarily driven by high nutrient levels within the water body causing algae blooms to occur. CLI recommends being proactive and performing nutrient deactivation treatments to decrease the amount of phosphorus in the water column using EutroSORB WC, a proprietary aqueous blend of phosphate binding minerals



for rapid and permanent inactivation of phosphorus from the water column. This will not eliminate algae blooms or eliminate the need to use algaecides, but would rather help reduce nutrient levels within the water column, and potentially algae bloom density, frequency, and algaecide usage. EutroSORB WC is very effective at binding phosphorus. Each PDU of EutroSORB WC will inactivate 0.1 lbs. of phosphorus from the water column. It only takes 10 PDUs of EutroSORB WC to inactivate one (1) 1 lb. of phosphorus rapidly and permanently. One (1) pound of phosphorus in water can support 500 pounds of algae growth. For general maintenance, it is recommended that applications of EutroSORB at 4 PDU's per acre be performed in the spring when runoff ends, 4 PDU's in the summer, and 2 PDU's in the fall. If planktonic algae growths develop, they should be treated with the spring or summer EutroSORB application 3 to 5 days following the algaecide application (EutroSORB-WC Product Use Guide attached).

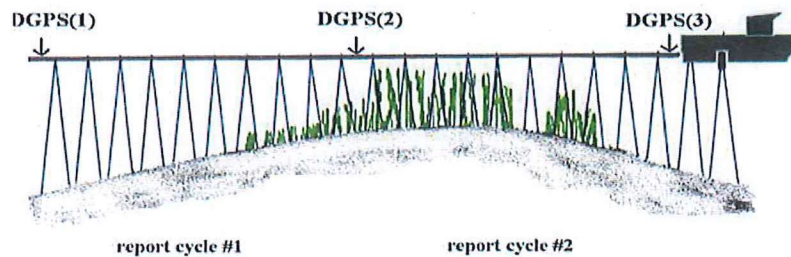
CLI will provide all herbicides and algaecides required for this project. This work plan is broken down with a schedule below.

**PROJECT SCHEDULE:** The sequential specific tasks required to complete the project are outlined as follows:

- **Task 1:** Perform monthly surveys of the Antioch Reservoir to ensure an accurate assessment of the aquatic vegetation growth conditions present prior to the start of work. The monthly (pretreatment survey) survey will also provide a baseline for comparison to a post monthly survey (post treatment).
  - Aquatic Plant Monitoring Monthly:  
CLI will utilize Submerged Aquatic Vegetation (SAV) mapping technology (BioBase System) to record SAV characteristics in the treatment areas. This will be performed using a Lowrance HDS-10 Digital Echo sounder System with a Structure Scan Module to record data of the aquatic weed profile in the control plots Pre-



Treatment. Data will be collected in both the SLG (traditional sonar on HDS line) and the .SL2 (multi-channel structure scan) formats as outlined below:



The data collected will be processed for treatment and monthly comparison data. This survey and the data to be collected will be utilized to evaluate Pre-Treatment aquatic vegetation coverage, height in the water column, and bio-volume to support Post-Treatment efficacy evaluations.

- The Monthly SAV mapping data will be used to support the development of submerged aquatic vegetation treatment maps.
- The Monthly SAV survey support the documentation of pre and post-treatment data to evaluate control efficacy.
- Task 1 will be performed 1 time per month.
- **Task 2:** Following the completion and review of the Monthly survey data, CLI will submit monthly reports with the survey data collected and recommend any actions required to prevent nuisance aquatic vegetation and algae issues.
- **Task 3 (March – April):** Perform fluridone aquatic vegetation or algae control treatments if required. Evaluate and if desired perform the spring EutroSORB application.
- **Task 4 (June – September):** Perform spot treatments on areas with submerged aquatic vegetation regrowth, perform algae treatments as required, evaluate and if desired perform the summer EutroSORB application.

## CLEAN LAKES INC.

- **Task 5 (October – February):** Aquatic vegetation and algae growth issues should be minimal during this time period. Monthly surveys will be performed for aquatic vegetation and potential algae blooms. Treatments may be needed to keep small vegetation areas from becoming lake wide issues. Evaluate and if desired perform the fall EutroSORB application.
- **Option Task 6:** The EutroSORB applications as outlined above would be optional, and would be geared to support the overall reduction in nutrient levels within the reservoir, and in turn would have the potential over time to support the reduction in algae growth.

**EQUIPMENT TO BE USED:** CLI's Vessels equipped with the Littline Variable-Depth Water Injection System. CLI would utilize one of our survey vessels equipped with mapping survey technology to perform the monthly survey.

### RELATED EXPERIENCE AND REFERENCES:

- **CA Department of Water Resources:** 31770 Gonzaga Road, Gustine, CA 95322.  
Valeric Clevenger, District Manager, DWR Phone: (209) 827-5123  
Email:Irma.Clevenger@water.ca.gov  
Scope of Work: Aquatic Vegetation Monitoring and Aquatic Herbicide Applications. .
- **Hidden Valley Lake Association:** Steve D'Agostini, 2019 HVL Lake Monitor / Lake Committee Chair, C: 707-513-5598, Email: dagostini18367@att.net  
Scope of Work: Aquatic Vegetation Harvesting and Removal, Aquatic Herbicide Applications.
- **Contra Costa Water District:** Chuck Wise, Maintenance Superintendent East County Office (925) 679-3505; Cell (925) 525-2487; Email:cwise@ccwater.com  
Scope of Work: Aquatic Vegetation Harvesting and Removal, Aquatic Herbicide Applications, Aquatic Pest Control Advisor Services Contract.



# CLEAN LAKES INC.

## ESTIMATED PROJECT BUDGET:

Monthly Reservoir Surveys: Monthly surveys and reporting @ \$2,250.00 per month times 12 months (this schedule can be modified to meet conditions and budget constraints): \$27,000.00

### Submerged Aquatic Vegetation Control:

- o Early Season Fluridone Application (initial 20 (ppb) fluridone and 10 ppb bump):  
\$26,056.44
- o Late Season Spot Treatments (if required): Estimated at 26.5 acres @ \$624.00 per acre =  
\$16,536.00.

### Algae Control:

- o Planktonic (whole reservoir): Projected two (2) whole lake algaecide applications @  
\$22,417.67 each.
- o Filamentous (spot treatments): Projected 26 acres of shoreline spot treatments per season  
@ \$422.97 per acre, or \$10,997.35 for 26 acres.

Nutrient Inactivation: Spring, summer and fall application of EutroSORB as outlined above.

This schedule and line item budget can be increased or decreased based on the desired pounds of phosphorus to inactivate within the reservoir: \$37,655.18.

The cost table below is a breakdown of the costs outlined above.

Treatment Type	Acres/Units	Cost Acre	Sub Total
Submerged Vegetation - Sonar Whole Lake	53	\$ 491.63	\$ 26,056.44
Submerged Vegetation Spot Treat	26.5	\$ 624.00	\$ 16,536.00
Filamentous Algae Spot Treatments	26	\$ 422.97	\$ 10,997.35
Planktonic Algae Treatments Whole Lake	2	\$ 22,417.67	\$ 44,835.34
Monthly Monitoring	12	\$ 2,250.00	\$ 27,000.00
Nutrient Deactivation Spring 4 PDU	1	\$ 15,062.07	\$ 15,062.07
Nutrient Deactivation Summer 4 PDU	1	\$ 15,062.07	\$ 15,062.07
Nutrient Deactivation Fall 2 PDU	1	\$ 7,531.04	\$ 7,531.04
Total			\$163,080.30

**AVAILABILITY:** CLI can respond to all of the tasks within 2-3 days.

## CLEAN LAKES INC.

Clean Lakes, Inc. wants to thank the City for the opportunity to provide this proposal in support of your aquatic vegetation control requirements.

We look forward to further discussions, and all parts of this Proposal are open for discussion, negotiation and modification in efforts to support the overall program goals within the City's budget.

CLEAN LAKES INC.



Thomas J. McNabb  
Senior Aquatic Pest Control Advisor  
[tmcnabb@cleanlake.com](mailto:tmcnabb@cleanlake.com)

Attachments:

- CLI General Qualifications & References
- EutroSORB-WC Product Use Guide

**CLI - GENERAL QUALIFICATIONS AND REFERENCES**

**JANUARY 2024**

**General Qualifications:** Clean Lakes, Inc. (CLI) and CLI staff have been providing aquatic ecosystem restoration and maintenance services to governmental and private sector clients worldwide since the 1970's. The scope of services provided by CLI includes collaborating in research and development, development of aquatic vegetation management programs, environmental monitoring of aquatic plant communities, aquatic ecosystem mapping, implementing invasive species control programs (mechanical, biological, and through the use of US-EPA approved aquatic herbicides and algaecides), as well as services in marsh restoration, aquatic plant control, and water quality monitoring. Our expertise also extends to compliance with laws and regulations including regulatory matters associated with the Pesticide General Permit (PGP) implemented under state or federal National Pollutant Discharge Elimination System (NPDES) requirements.

**Aerial Surveying & Herbicide Applications Services:** CLI recently created a drone technology division known as AquaticsAir. This division was developed to provide aquatic ecosystem restoration and maintenance services in hard to access environments. CLI is authorized to operate as an Air Operator and conduct "Commercial Agricultural Aircraft Operations" by the FAA. CLI and its staff are licensed by the various regulatory agencies to perform aerial pesticide applications in the States of California, Idaho, Montana and Utah, with Washington pending.

**Locations, Registrations & Licenses:**

- Clean Lakes, Inc. (CLI) is a California Corporation and is a Certified California Small Business Enterprise (Certification ID: 39361)
- CLI's principal place of business is 2150 Franklin Canyon Road, Martinez, CA 94553. CLI has a branch office located at 31320 Via Colinas, # 114, Westlake Village, CA 91362 as well as a branch located at 2102 E Front Ave, Coeur d'Alene, ID 83814.
- CLI possess the following licenses:
  - Class A General Engineering Contractors License No. 803463 issued by the California Contractors State License Board (expires on 6/30/25)
  - Pest Control Adviser License (Thomas J. McNabb No. 72032, Thomas G. Moorhouse No. 73950) issued by the California Department of Pesticide Regulation.
  - CLI staff hold Qualified Applicators Licenses (QAL) or Certificates (QAC) in the Aquatics (F) category as well as Pest Control Aircraft Pilot Certificates issued by the California Department of Pesticide Regulation
  - CLI's Main Pest Control Business License No. 31415 issued by the California Department of Pesticide Regulation.



# CLEAN LAKES INC.

Aquatic Ecosystem Restoration & Maintenance



- CLI's Pest Control Dealer License Main No. 31531 issued by the California Department of Pesticide Regulation.
- CLI's Department of Industrial Relations Registration No. 1000006874.
- FAA authorized to operate as an Air Operator and conduct "Commercial Agricultural Aircraft Operations", FAA Certificate No. CLIG671Q .

## References:

- **California Department of Waters Resources**
  - Tanya Veldhuizen, Program Manager I  
O&M Environmental Assessment Branch  
Special Projects Section  
- Aquatic Nuisance Species Management Program  
- FERC Recreation Compliance  
Office #: (916) 657-3609  
[Tanya.Veldhuizen@water.ca.gov](mailto:Tanya.Veldhuizen@water.ca.gov)
  - Trent Schaffer  
Division of Operations & Maintenance  
Delta Field Division  
5280 Bruns Road, Byron, CA 94514-1917  
Office 209-833-2095, Cell 530-693-2067  
[Trent.Schaffer@water.ca.gov](mailto:Trent.Schaffer@water.ca.gov)
  - Erin Andrews, P.E. | Senior Engineer, Water Resources  
California Department of Water Resources  
Delta Planning Section | Division of O&M  
916.793.9170 | [erin.andrews@water.ca.gov](mailto:erin.andrews@water.ca.gov)

## Department of Waters Resources

Submersed Aquatic Vegetation Control at DWR Facilities. Included submersed aquatic plant pre-treatment and post-treatment surveys, development of aquatic herbicide application plan, multi-vessel treatments, water quality monitoring, supporting logistics of herbicide delivery and preparation of an aquatic pesticide application report.

Clifton Court Forebay & Banks Pumping Plant Channel Treatment (2010's through 2023) yearly 950 acre submerged aquatic plant treatment with 4,800 + gallons liquid Aquathol K and 9,600 gallons Komeen (active ingredient (a.i.) endothall and copper).

Aerial Arundo herbicide applications along the lower Sacramento River bank downstream of Rio Vista. Included pre-treatment and post-treatment surveys via DJI Phantom 4 RTK/DJI Terra Pro Software, development of aquatic herbicide application plan, DJI T10 drone treatment, water



# CLEAN LAKES INC.

Aquatic Ecosystem Restoration & Maintenance



quality

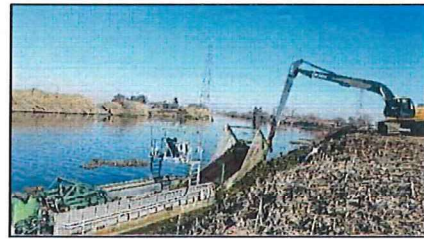
monitoring, and preparation of an aquatic pesticide application report. December 2022.

- **California Department of Boating and Waterways**
  - **Edward Hard, MPPA, Chief**  
**Aquatic Invasive Species Branch**  
Division of Boating and Waterways  
California Department of Parks and Recreation  
715 P Street, 12th Floor 12-0327  
P.O. Box 942896, AIS Unit, Floor 12  
Sacramento, CA 94296  
916.628.5495 Mobile, (916) 902-8819 Desk  
[edward.hard@parks.ca.gov](mailto:edward.hard@parks.ca.gov)

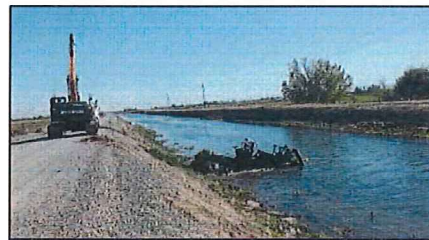


Floating Aquatic Vegetation Control demonstration at two sites within the SJ/SR Delta via the use of drone technology. Included floating aquatic plant pre-treatment and post-treatment surveys via DJI Phantom 4 RTK/DJI Terra Pro Software, development of aquatic herbicide application plan, DJI T10 drone treatment, water quality monitoring, and preparation of an aquatic pesticide application report. October 2022.

Harvesting and disposal of floating aquatic vegetation through mechanical means. Operated 70-foot aquatic weed harvester, long reach excavator, dump trucks to remove large quantities of water hyacinth from SJ/SR Delta.



- **Contra Costa Water District**
  - **Michael Lehman**  
Contra Costa Water District  
O&M Supervisor  
1331 Concord Avenue  
Concord, CA 94520  
Phone: 925-679-3505, Mobile: 925-525-2486  
[mlehman@ccwater.com](mailto:mlehman@ccwater.com)



Terrestrial vegetation control along 13,200 feet of bank along slough within the SJ/SR Delta via the use of heavy equipment (long reach excavator and dump truck) and application drone technology. Included terrestrial plant pre-treatment survey via DJI Phantom 4 RTK/DJI Terra Pro Software, development of aquatic herbicide application plan, DJI T10 drone treatment and preparation of an aquatic pesticide application report. Also included submersed aquatic vegetation harvesting and disposal. September to November 2022.



**Malibu Creek Watershed Coordinated Integrated Monitoring Program (CIMP)**

- Kelly Fisher  
City of Agoura Hills, Public Works Project Manager  
30001 Ladyface Court, Agoura Hills, CA 94520  
Phone: 818-597-7300 [kfisher@agourahillscity.org](mailto:kfisher@agourahillscity.org)

Compliance water quality monitoring for coliform bacteria has occurred weekly since March 2008 and bi-monthly for trash monitoring, or more frequently based on weather conditions, since October 2014 at multiple locations in the watershed. City of Agoura Hills is lead agency for multiple jurisdiction program under a Memorandum of Understanding including cities of Calabasas and Malibu, Los Angeles County and California State Parks. CLI responsible for Chain of Custody preparation, sample collection, sample drop-off within hold time requirements, receipt of laboratory results and monthly reporting.

- **County of Los Angeles, Department of Parks and Recreation**

- Humberto Chairez  
County of Los Angeles  
Department of Parks and Recreation  
Contracts and Procurement Division  
10000 S. Fremont Avenue, Unit # 40  
Building A-9 West, 2<sup>nd</sup> Floor, Alhambra, CA 91803  
Tel: 626-588-5253 [hchairez@parks.lacounty.gov](mailto:hchairez@parks.lacounty.gov)

As Needed Aquatic Weed and Algae Growth Control Services agreement includes initial inspection, water quality monitoring for nutrients and water quality conditions (chemical and physical), including aquatic plants and algae, and preparing and implementing treatment plans to prevent or manage nuisance conditions from developing at county parks lakes. Includes NPDES pre-treatment, immediately after treatment and post treatment water quality monitoring and annual NPDES report preparation and submittal. Agreement covers 13 (thirteen) properties across Los Angeles county. Close coordination with procurement staff and park superintendents required. Services provided under multiple agreements since May 2005, including current 15 (fifteen) year agreement.



# EutroSORB<sup>®</sup> WC

Water Column Phosphorus Inactivator



## Product Use Guide

A simple to use next-generation phosphorus binding technology.



# EutroSORB WC. Water quality protection and restoration just got easier!

**Eutrophication** - an increase in surface water concentration levels of phosphorus and nitrogen that degrade water quality and negatively impact the health of an aquatic ecosystem when excess levels are reached. Phosphorus is a key limiting nutrient in water resources—one pound of phosphorus can support five hundred pounds of algae growth.



20 PDU container

EutroSORB WC is a proprietary aqueous blend of phosphate binding minerals for rapid and permanent inactivation of phosphorus from the water column.

EutroSORB WC is simple to use and reduces phosphorus concentrations in natural waters when applied to surface water resources containing phosphorus.

EutroSORB WC can be easily applied via surface spray application, sub-surface injections, or poured into areas where good mixing occurs. The material is an aqueous solution that **does not** require a slurry mix prior to application, as with other clay-based technologies.

## Assessment Recommendations for EutroSORB WC

As with all in-water treatments, it is important to have an accurate assessment of the surface acres and average water depth for the water body being treated with EutroSORB WC. It is also important to understand how

many pounds of phosphorus are in the water column being treated. To determine the pounds of phosphorus, the following formula can be used:

$$\text{Surface Acres} \times \text{Average Depth of Water} \times \text{Total P (ppb)}^* \times 0.0027 = \text{Lbs. of Phosphorus}$$

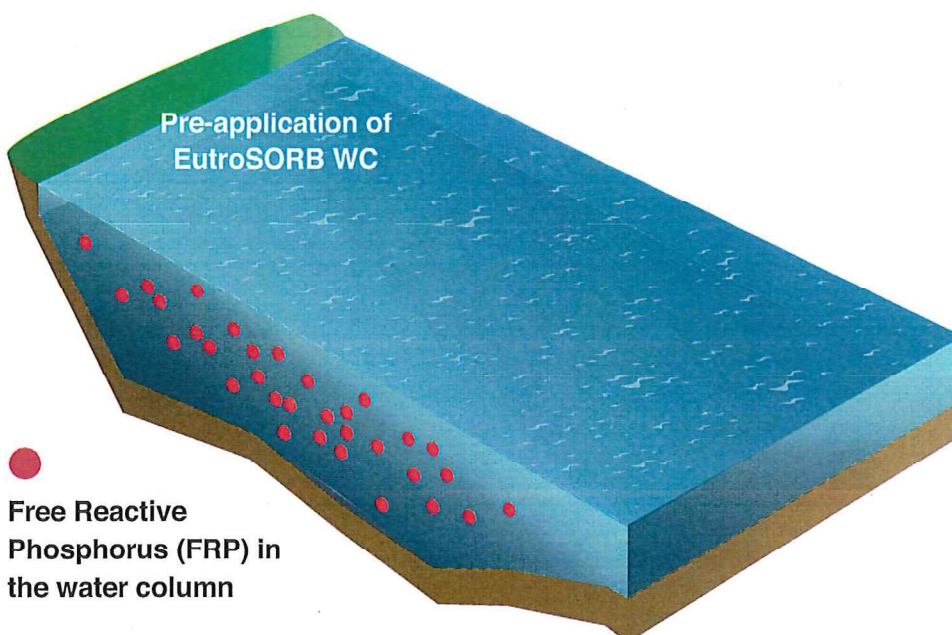
\*A SeSCRIPT analysis from SePRO's lab services can be used to determine Total P (TP). Go to [sepro.com/aquatics/lab](http://sepro.com/aquatics/lab) for more information.

## Prescription Guidelines for EutroSORB WC

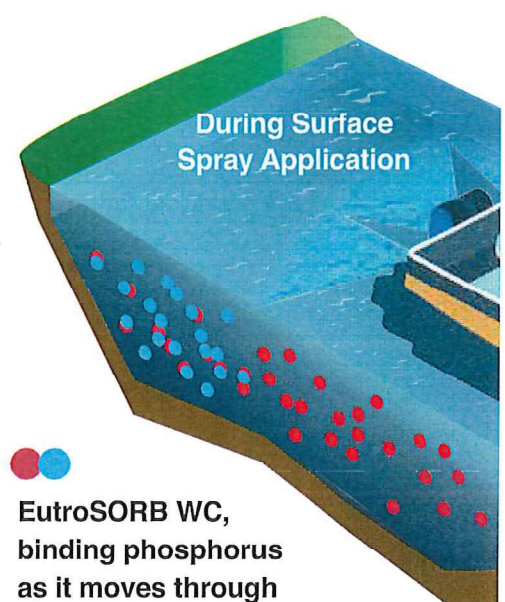
Once the pounds of phosphorus have been determined in the water column, the following formula can be used to determine how many PDUs are required to inactivate the calculated volume of phosphorus:

$$\text{Lbs. of Phosphorus} \times 10 = \text{PDUs of EutroSORB WC}$$

What is a PDU? EutroSORB WC utilizes the new, precise system of rate recommendations and product measurements called Prescription Dose Units (PDU).



Free Reactive Phosphorus (FRP) in the water column



EutroSORB WC, binding phosphorus as it moves through the water column

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Image courtesy of AQUA DOC Lake & Pond Management

### Phosphorus Removal Efficiency

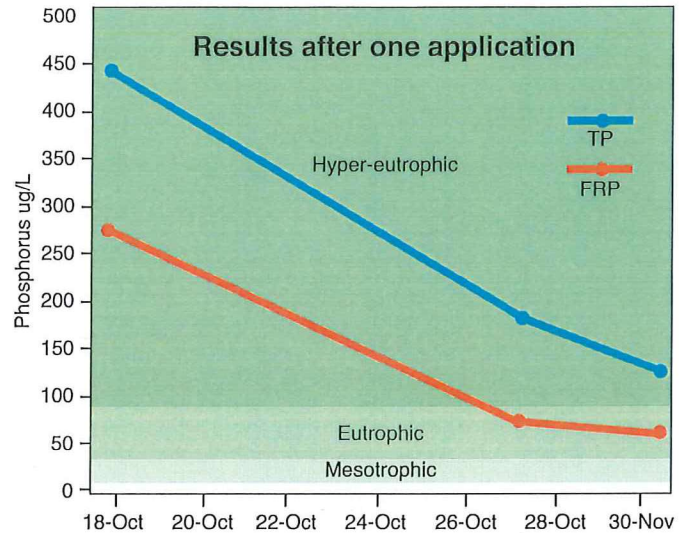
EutroSORB WC is very effective at binding phosphorus. Each PDU of EutroSORB WC will inactivate 0.1 lbs. of phosphorus from the water column. It only takes 10 PDUs of EutroSORB WC to inactivate 1 lb. of phosphorus rapidly and permanently.

10 PDUs = Inactivates 1 pound of P

\*1 PDU is equivalent to 16 oz.

**Pro Tip:** If algae are present, treat with a SePRO algaecide (e.g., Captain XTR, Cutrine Plus, SeClear Algaecide and Water Quality Enhancer, Oximycin P5, etc.) 3 - 5 days prior to the initial application of EutroSORB WC.

**Fun Fact:** 1 pound of phosphorus in water can support 500 pounds of algae growth.



### General Maintenance

One pound of P Inactivation Program	
Spring	4 PDUs per acre
Summer	4 PDUs per acre
Fall	2 PDUs per acre

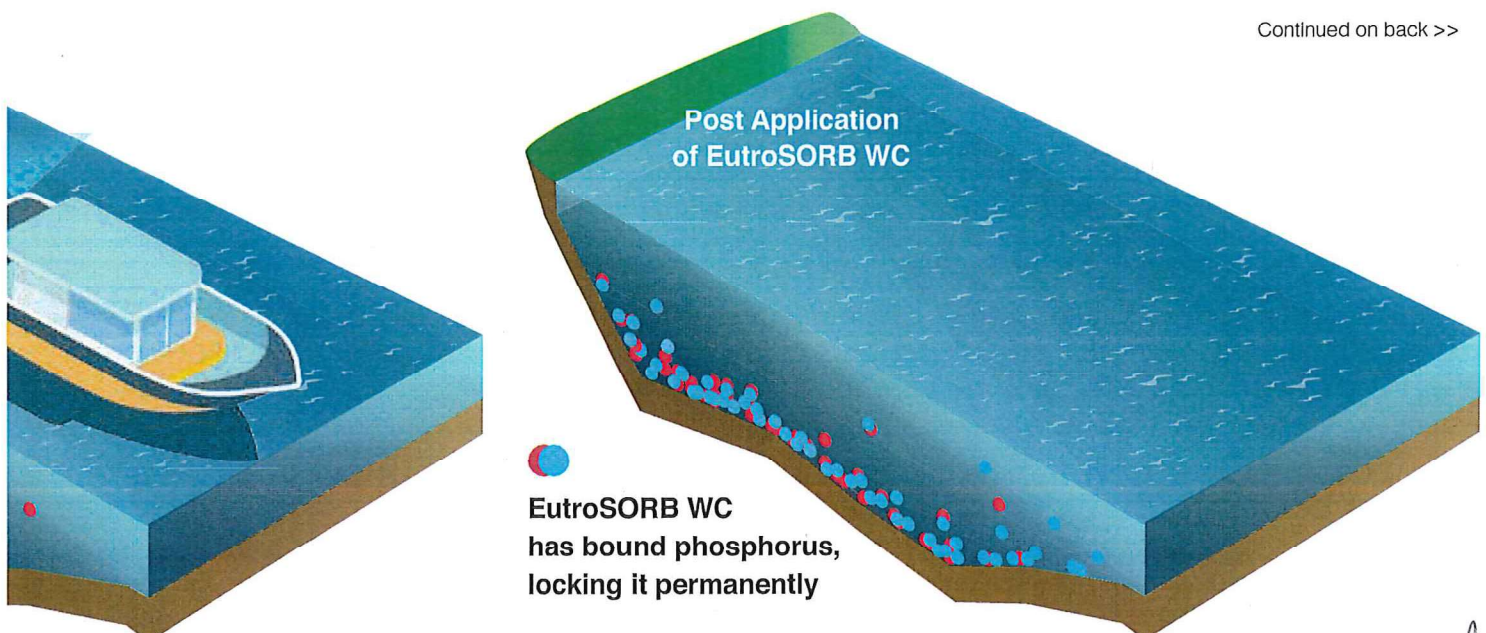
### Application Directions

EutroSORB WC can be used in surface waters such as lakes, ponds, reservoirs, rivers, streams, canals, ditches, etc.

EutroSORB WC can be applied via surface spray application, sub-surface injections, or poured into areas where good mixing occurs such as intakes or fill pipes.

For best results, distribute EutroSORB WC uniformly over the surface of the water body or the area targeted for

Continued on back >>



B15



phosphorus inactivation. When making applications to flowing water (e.g., rivers, streams, canals, ditches, etc.), inject, drip, or pour EutroSORB WC at a location where adequate mixing occurs to optimize phosphorus binding.

Contact a SePRO Technical Specialist for tank-mix compatibility and assistance with more dynamic systems and projects, or visit **eutrosorb.com** for more information.

### Ecological Assessment

EutroSORB WC does not impact water quality or chemistry. It has an excellent safety profile with no environmental, health, or safety concerns associated with this technology.

### Summary

EutroSORB WC is a simple to use next-generation phosphorus binding technology that can be used to remove excess phosphorus rapidly and permanently from surface water resources—because water quality protection and restoration does not have to be difficult.



Also available in  
2,200 PDU totes

### EutroSORB WC Benefits

- Easy to use formulation
  - No slurry required
  - Low volume use rates
- Rapid and permanent inactivation of phosphorus
- Safe for fish, invertebrates, and personnel
- No irrigation restrictions
- Patent pending

**To purchase or for more information**, contact your SePRO Technical Specialist at **1-800-419-7779**, visit **sepro.com**, or contact a SePRO Distributor Partner



Visit **eutrosorb.com**


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 12, 2024

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

**SUBMITTED BY:** Bryan Pitts, Operations Supervisor

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

**SUBJECT:** Agreement with Westside Landscape & Concrete, Inc. for Firebreak Mowing and Disking Services – Proposal No. 988-0221-24A

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Awarding a Maintenance Services Agreement for Firebreak Mowing and Disking Services throughout the City to Westside Landscape & Concrete, Inc.;
2. Approving the agreement with Westside Landscape & Concrete, Inc. of Newman, CA for a three (3) year term for an amount up to \$581,349 with an option to extend two (2) additional years for an amount up to \$391,566 for a total contract amount not to exceed \$972,915 over a five (5) year period;
3. Authorizing the Acting City Manager to execute the agreement in a form approved by the City Attorney; and
4. Authorizing the Acting City Manager to make the necessary budget amendment to the approved operating budgets in the additional amounts of \$28,000 in FY 2023/24 and \$29,000 in FY 2024/25 for Firebreak Mowing and Disking Services.

**FISCAL IMPACT**

Funding for the Firebreak Disking and Mowing Services Project ("Project") is allocated within the Street Light and Landscape Maintenance Fund, General Fund, and Water Enterprise Fund. Due to price increases for services, a budget amendment is required to the approved FY 2023/24 budget in the amount of \$28,000 and to the approved FY 2024/25 in the amount of \$29,000 budget to complete all needed firebreak services. Funding for the remaining years of the agreement will be subject to the biennial budget approval process.

**DISCUSSION**

The City of Antioch contracts for weed abatement and vegetation management of City owned open spaces to maintain a minimum of 30 or 60 feet between public open spaces

and privately owned properties. The program minimum standards are mandated and inspected by Contra Costa County Fire Protection District ("CCCYPD") on or before July 1<sup>st</sup> of each year. Future changes to the mandate will be paid for under the contingency component of the contract.

The City's firebreak and disking areas are specifically defined under the contract. Open spaces are mowed with flail mowers and disking equipment. Areas that are not accessible by powered mowing and disking equipment are made fire safe with handwork. Future new developments with City accepted maintenance areas will be added under the contingency component for 'Flail Mowing' and 'Disking' operated equipment and 'Handwork' since they are not included in the existing defined areas of the contract. Some additional extra hours may be needed due to unpredictable weather conditions, new developments and additional CCCYPD mandates.

Staff published the Firebreak Mowing and Disking Services Request for Proposal ("RFP") on January 24, 2024. The proposal was distributed via the local newspaper, builders exchange email lists, and on the City's website. This RFP closed on February 21, 2024. Public Works received three (3) qualified, complete, and competitive proposal submittals.

Staff scored all proposals and determined that Westside Landscape & Concrete, Inc. of Newman, CA provides the best value for Firebreak Mowing and Disking Services. The recommended action is to award the contract to Westside Landscape & Concrete, Inc. as described in the Draft Maintenance Service Agreement attached hereto as Exhibit 1.

#### **ATTACHMENTS**

A. Resolution

Exhibit 1. Draft Maintenance Services Agreement

Exhibit 2. Proposal Scoring Sheet

**ATTACHMENT "A"**

**RESOLUTION NO. 2024/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AWARDING THE CONTRACT AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE AN AGREEMENT WITH WESTSIDE LANDSCAPE & CONCRETE, INC. FOR THE FIREBREAK MOWING AND DISKING SERVICES PROPOSAL NO. 988-0221-24A AND AMENDING THE FISCAL YEAR 2023/24 AND 2024/25 BUDGETS**

**WHEREAS**, the City maintains various open space parcels of land throughout the City;

**WHEREAS**, the City must continue to provide consistent fire break protection in its open spaces for the safety of its residents;

**WHEREAS**, City Staff published the Firebreak Mowing and Disking Services Request for Proposal ("RFP") on January 24, 2024. The proposal was distributed via the local newspaper, builders exchange email list, and on the City's website. This RFP closed on February 21, 2024. Public Works received three (3) qualified, complete and competitive proposal submittals;

**WHEREAS**, staff members scored all proposals and determined that Westside Landscape & Concrete, Inc. of Newman, CA provides the best value to the City of Antioch for Firebreak Mowing and Disking Services in an amount of \$847,915 and \$125,000 in contingency work for a total amount not to exceed \$972,915; and

**WHEREAS**, the City has considered authorizing the Acting City Manager to make the necessary budget amendment to the approved operating budgets in the additional amounts of \$28,000 in FY 2023/24 and \$29,000 in FY 2024/25 for Firebreak Mowing and Disking Services and to execute the agreement.

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

1. Awards the Maintenance Services Agreement for Firebreak Mowing and Disking Services throughout the City to Westside Landscape & Concrete, Inc;
2. Approves the Agreement with Westside Landscape & Concrete, Inc. of Newman, CA for a three (3) year term for an amount up to \$581,349 with an option to extend two (2) additional years for an amount up to \$391,566 for a total contract amount not to exceed \$972,915 over a five (5) year period;
3. Authorizes the Acting City Manager to execute the Agreement in a form approved by the City Attorney; and
4. Authorizes the Acting City Manager to make the necessary budget amendments in the additional amounts of \$28,000 in FY 2023/24 and \$29,000 in FY 2024/25 for Firebreak Mowing and Disking Services.

**RESOLUTION NO. 2024/\*\*\***

March 12, 2024

Page 2

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**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 12<sup>th</sup> day of March 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



## EXHIBIT "1"

### CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement ("**Agreement**") is made and entered into this 12th day of March, 2024 ("**Effective Date**") by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 ("**City**") and Westside Landscape & Concrete, Inc., with its principal place of business at 27107 CA-33, Newman CA, 95360 ("**Contractor**"). City and Contractor are sometimes individually referred to as "**Party**" and collectively as "**Parties**" in this Agreement.

#### 2. RECITALS.

##### 2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Firebreak Mowing and Disking services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

##### 2.2 Project.

City desires to engage Contractor to render such services for the Firebreak Mowing and Disking project ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Firebreak Mowing and Disking maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

##### 3.1.2 Term.

The term of this Agreement shall be from **March 12, 2024 to June 30, 2027 with the option to extend two (2) additional years until June 30, 2029**, unless earlier terminated as provided herein. Extension of the contract into the optional two (2) years is at the sole discretion of The City and/or its

## EXHIBIT "1"

designee. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

### 3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Carlos Zepeda, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Jaime Alvarado, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as

## EXHIBIT "1"

being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

**3.2.8 Period of Performance and Liquidated Damages.** Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Five Hundred Dollars (\$500.00)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

**3.2.9 Disputes.** Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

**3.2.10 Laws and Regulations; Employee/Labor Certifications.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify

## EXHIBIT "1"

and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for

## EXHIBIT "1"

employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the



## EXHIBIT "1"

Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance. Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "D" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to

## EXHIBIT "1"

above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

**3.2.13.4 Surety Qualifications.** Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

**3.2.14 Accounting Records.** Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.3 Fees and Payments.

**3.3.1 Compensation.** Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation for a three (3) year term for an amount up to **\$581,349.00 (\$ Five Hundred Eighty-One Thousand Three Hundred and Forty-Nine Dollars)** with an option to extend two (2) additional years for an amount up to **\$391,566.00 (\$ Three Hundred Ninety-One Five Hundred Sixty-Six Dollars)** for a total contract amount not to exceed **\$972,915.00 (\$ Nine Hundred Seventy-Two Thousand Nine Hundred Fifteen Dollars)** without written approval of City's Finance Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

**3.3.2 Payment of Compensation.** Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

**3.3.3 Reimbursement for Expenses.** Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

**3.3.4 Extra Work.** At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

#### **3.3.5 California Labor Code Requirements**

## EXHIBIT "1"

a. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor 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 Contractor and all subcontractors 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.

b. 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 Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, 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.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor 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 Contractor or any subcontractor.

### 3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

## EXHIBIT "1"

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.4 Agreement Subject to Appropriation of Funds. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Antioch City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

### 3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

Westside Landscape & Concrete, Inc.  
27107 CA-33  
Newman CA, 95360

**City:**

Carlos Zepeda  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

**City:**

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

## EXHIBIT "1"

### 3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, 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 alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.



## EXHIBIT "1"

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

## EXHIBIT "1"

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.19 Wage Theft Prevention.

3.5.19.1 Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

3.5.19.2 BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

3.5.19.3 If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the

## **EXHIBIT "1"**

court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

3.5.19.4 For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

3.5.19.5 Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

3.5.19.6 Notice provided to the City shall be addressed to: Attention: City Manager, P. O. Box 5007, Antioch, CA 94531-5007. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

**[SIGNATURES ON NEXT PAGE]**

**EXHIBIT "1"**

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF ANTIOCH  
AND WESTSIDE LANDSCAPE & CONCRETE, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 12th day of March, 2024.

**CITY OF ANTIOCH**

*Approved By:*

\_\_\_\_\_  
Kwame P. Reed  
Acting City Manager

ATTEST:

\_\_\_\_\_  
Elizabeth Householder  
City Clerk

**WESTSIDE LANDSCAPE & CONCRETE, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

*Approved As To Form:*

\_\_\_\_\_  
Thomas Lloyd Smith  
City Attorney

## EXHIBIT "A"

### SCOPE OF SERVICES

## **II SPECIFICATIONS**

### **i. Customer Service & Quality Assurance**

Any work or assigned duties that are not performed to our standards and/or contractual agreement or the regulating agency may result in delay, reduction, or discount at the contractor's expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may move to the next lowest responsible bidder if the City is not happy with the services or communication supplied by the contractor. All complaints about services rendered will be processed by the Deputy Public Works Director or designee/s. Any damages or fines placed upon the City of Antioch due to delays or poor performance by the contractor will be paid by the contractor. Funds will be deducted from payment to the contractor.

### **ii. Contractor Will Provide**

Contractor to be capable of responding to requests by both email and cell phone. The Contractor shall have a representative available to meet with the City of Antioch representative from Monday through Friday 7am – 4:30 pm, except holidays and a safe and motivated crew capable of performing all work per specifications. Contractor is to keep the City informed of working locations daily, so that the City representative can inspect the work throughout the process. At least one crew member must speak English; Contractor shall provide all labor, equipment and materials required to perform the work as specified in a safe and productive manner. Contractor will be responsible for onsite safety, traffic control and quality control. Contractor must abide by all California Manual on Uniform Traffic Control Devices specified traffic control standards. All work must be in accordance with all state and local laws, codes, and specifications. Workers must always wear reflective vests. Vehicles must be clearly labeled with company name and vehicles numbers.

### **iii. Scope of Work**

To provide all labor, equipment and incidentals to complete firebreak and disking weed abatement along City open spaces, trails and rights-of-ways as specified and described in the list of firebreak and disking locations in this RFP. Furthermore, work to be performed under the specification and as mandated by Contra Costa County Fire Protection District (CCCFPD) minimum weed abatement standards included herein (attachment C) and as mandated by the CCCFPD's most current revised standards for all contract years. It is incumbent upon the contractor to keep current on those standards and be responsible for compliance. The use of herbicides shall not be used in lieu of manual weed abatement. Area maps are included as Attachment "B" with Area Descriptions to assist in area identifications.

If late rain causes a delay in completion of work between disking and hand weed abatement, contractor may be required to re-work areas to meet CCCFPD standards. If



work is not completed up to current year standards no compensation will be paid to the contractor until the work has been completed up to standards. If the re-work was of no fault of the contractor, then the City will pay compensation on a time and materials basis. The City's representative will make the final decision relating to work being up to standard.

If any material such as soil or vegetation from the weed abatement handwork, mowing or disking operations enters any V-ditch, said contractor shall remove all material from the V-ditch prior to inspection from the City's representative. No payment will be made until all material has been removed from the V-Ditch and it has been inspected by both the contractor and the City representative. The contractor is to report any V-ditches that are full of dirt or debris prior to work being completed. If material or debris enters the drain inlets on the V-Ditch the contractor will be required to clean them at no expense to the City. THE GOAL IS TO KEEP THE V-DITCHES CLEAN, CLEAR AND OPEN FOR STORM WATER TO FLOW.

**iv. Hours of Operation**

Work can be accomplished between 7:00 a.m. and 6:00 p.m. Monday through Friday. Per Antioch Municipal Code, Section 5-17-05, construction noise is limited on weekends, no construction noise prior to 7:00 am and after 6:00 pm, and further limited to 8:00 am and 5:00 pm if 300 feet from occupied dwellings. Work may be performed on Saturdays; however, there shall be no noise producing activities until after 8:00 a.m. No work is allowed on Sundays.

**v. Work Plan - Schedule**

The contractor will be required to give the City of Antioch priority scheduling and attention for this project. Contractor shall provide City representative with a written work schedule of firebreak areas and written update on a weekly basis as to the progress of the crews. All changes to the schedule will be communicated as soon as possible. The City and Contractor will meet and discuss the starting date, starting locations, and workflow, on or before April 1<sup>st</sup> of each contract year for all the firebreak areas described in this RFP. **Contractor shall not begin work without prior authorization from the City.** All firebreak areas listed in "ATTACHMENT 'B' FIREBREAK & DISKING ZONES WITH AREA DESCRIPTIONS" of this RFP, must be completed by June 30<sup>th</sup> of each contract year.

**vi. Contract Terms and Conditions**

This contract will be effective April 1, 2024 through June 30, 2026. It is anticipated that the contractor will work under a three-year Agreement with the City. Upon successful review, at the end of the three (3) years, the City may renew the Agreement for up to two (2), (FY 2026/27 and FY2027/28), additional years at the price quoted in this RFB. The agreement for additional years is at the sole discretion of the City and shall be performed at the price quoted in this RFP. Liquidated damages of **Five Hundred Dollars (\$500) per Calendar day** will be applied if project is not completed by the date agreed upon.

**vii. Limitations**

If it should be necessary to add additional areas of work, the following schedule shall be followed:

- 1.) Firebreak work orders given to the contractor by the City of Antioch during the period of April 1<sup>st</sup> through June 16<sup>th</sup> must be completed by June 30<sup>th</sup> per contract year and all invoices must be received by the City contract representative by July 31<sup>st</sup> each contract year.
- 2.) Firebreak work orders given to the contractor during the period of June 17<sup>th</sup> through June 30<sup>th</sup> must be completed by July 7<sup>th</sup> per contract year and the invoice must be received by the City contract representative by July 31<sup>st</sup> each contract year.
- 3.) Firebreak work orders given to the contractor after July 7<sup>th</sup> per contract year must be completed within seven (7) days and the invoice must be received by the City contract representative by July 31<sup>st</sup> each contract year.
- 4.) All additional work will be billed at the hourly rate for extra work, as provided for in this bid proposal. The City and the Contractor will meet and agree on the location and amount of time to complete any additional work as authorized by the City.

**viii. Equipment & Supplies**

The contractor agrees to provide and maintain all equipment required to perform the above services. The contractor's equipment shall always be of top quality and in good working order. The contractor is required to supply enough equipment to complete the project on schedule.

For Disking Areas: Recommend Tractor: D-2 or larger with front blade, truck and trailer, and an 8-foot disk minimum or Four-wheel drive tractor with 8-foot minimum hydraulic disk.

**ix. Examination of Parcels, Conditions, Etc.**

The bidder must carefully inspect all parcels, locations, and conditions prior to bidding work. The City of Antioch will in no case be responsible for any loss or any unforeseen costs that may be suffered by the contractor because of the contractor's failure to inform itself of all conditions pertaining to the work. Areas are subject to change due to development.

**x. Invoicing**

With the request for payment each month, Contractor shall provide a list of areas completed. Also included shall be a list of work to be completed the next month. No payment will be made without a completed work schedule for the month, deficiencies noted and corrected, and the work plan for the next month. All information is to be provided in email format and paper copy if desired by City designee. Bidder is required

to include the type of work, zone/area numbers and descriptions, and completion date on each invoice:

- **Disking – by zone and area (example below):**

DA. 611 2320 Water Tanks

DA1. Deerfield water tank on Via Dora Drive across from 4505 Via Dora Drive inside fence lines and area in back of tank. Note: watch out for sprinklers at edges of landscape.

- **Firebreak– by zone and area (example below):**

FI. 256 4563 District 2A-3

FI1. Lot next to 500 Gary on the corner of Cavallo Road and Gary Avenue, complete abatement. FI2. Behind 1800 to 1816 Trembath Street

The City reserves the right to add other areas for an additional cost or to remove some areas and receive a cost savings on those areas removed from the contract list.

**xi. Firebreaks**

Minimum width –Disked Firebreaks shall be thirty (30) feet wide with 15-foot cross-breaks in areas greater than 5 acres - from fence lines or structures unless otherwise specified on the work orders or by the most current version of the CCCFPD Minimum Weed Abatement Standards. Areas smaller than 5 acres require complete abatement.

**xii. Handwork**

Contractor shall provide sufficient personnel and equipment to maintain a steady pace to complete all firebreaks by June 30<sup>th</sup> of each contract year, unless otherwise mandated by CCCFPD. If work does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of **five hundred (\$500.00) dollars per day** for each calendar day delay in finishing the contract as specified in section “vi. Contract Terms and Conditions” of this Request For Bid (RFB).

Contractor will mulch or remove all excess debris caused by the cutting of the firebreaks so there is insufficient fuel to sustain or allow the spread of fire. Material that is not mulched to the satisfaction of the City inspector and/or CCCFPD shall be re-mulched by said contractor at Contractor's expense.

All equipment shall be equipped with spark arrestors as to not set fire to any part of property whether public or private.

Fire extinguishers shall be present on all jobsites at all times, and all personnel will be trained in the operation of the extinguishers.

Vehicles that are used to transport people and equipment are limited to asphalt or concrete trails and roadways. At no time are these vehicles to be parked off the pavement, on any part of open space, due to the dry and windy conditions that exist in Antioch.

Contractor is responsible for training all operators of hand equipment and shall be trained in the safe and proper use of the equipment he or she is operating.

**xiii. Flail Mowers**

Flail Mowers may be used instead of disking, weed eaters or hand tools to cut the firebreaks as long as the work can be completed in a safe manner. Unless otherwise specified on the work orders or by the most current version of the CCCFPD Minimum Weed Abatement Standards, mowed fuel breaks shall be 60 feet wide and mowed cross breaks 30 feet wide due to ability of the remaining surface material to support a fire growth. If additional areas are requested/required by the City to be mowed, the contractor will be requested to give an hourly rate for flail mowing for any additional areas.

**xiv. City Will Provide**

Inspection – The City’s representative will answer questions and inspect work for contract compliance.

**xv. Budget**

The City has budgeted approximately \$140,000 per contract year for this job. An additional \$25,000 will be added to the purchase order for any additional work that the City may require. The additional allocation of funds is not a promise or guarantee of work. It is only in place for additional or contingency work.

**End of Specification**

## EXHIBIT "B"

### SCHEDULE OF SERVICES

#### i. Work Plan - Schedule

"The contractor will be required to give the City of Antioch priority scheduling and attention for this project. Contractor shall provide City representative with a written work schedule of firebreak areas and written update on a weekly basis as to the progress of the crews. All changes to the schedule will be communicated as soon as possible. The City and Contractor will meet and discuss the starting date, starting locations, and workflow, on or before April 1<sup>st</sup> of each contract year for all the firebreak areas described in this RFP. **Contractor shall not begin work without prior authorization from the City.** All firebreak areas listed in "ATTACHMENT 'B' FIREBREAK & DISKING ZONES WITH AREA DESCRIPTIONS" of this RFP, must be completed by June 30<sup>th</sup> of each contract year."



# EXHIBIT "C" COMPENSATION

## REVISED PER ADDENDUM NO. 1

CITY OF ANTIOCH BID  
NO. 988-0221-24

### FIREBREAKS ALL ZONES PER CONTRACT YEAR

TOTAL  
ALL 5  
YEARS

	Year 1 2024-2025	Year 2 2025-2026	Year 3 2026-2027	Year 4 2027-2028	Year 5 2028-2029	
A. 251 4511 Lone Tree Zone 1	\$4,634.00 per year	4659.00 per year	4684.00 per year	4709.00 per year	4734.00 per year	23,420.00
B. 251 4512 Lone Tree Zone 2	3487.00 per year	3512.00 per year	3537.00 per year	3562.00 per year	3587.00 per year	17,685.00
C. 251 4513 Lone Tree Zone 3	9315.00 per year	9340.00 per year	9365.00 per year	9390.00 per year	9415.00 per year	46,825.00
D. 253 4531 Almondridge Zone 1	546.00 per year	571.00 per year	596.00 per year	621.00 per year	646.00 per year	2,980.00
E. 254 4541 Hillcrest Zone 1	7501.00 per year	7526.00 per year	7551.00 per year	7576.00 per year	7601.00 per year	37,755.00
F. 254 4542 Hillcrest Zone 2	15,705.00 per year	15,730.00 per year	15755.00 per year	15780.00 per year	15805.00 per year	78,775.00
G. 254 4544 Hillcrest Zone 4	5564.00 per year	5589.00 per year	5614.00 per year	5639.00 per year	5664.00 per year	28,070.00
H. 255 4551 District 1-A	470.00 per year	495.00 per year	520.00 per year	545.00 per year	570.00 per year	2,600.00
I. 256 4563 District 2A-3	1591.00 per year	1616.00 per year	1641.00 per year	1666.00 per year	1691.00 per year	8,205.00
J. 256 4564 District 2A-4	1591.00 per year	1616.00 per year	1641.00 per year	1666.00 per year	1691.00 per year	8,205.00
K. 256 4565 District 2A-5	4133.00 per year	4158.00 per year	4183.00 per year	4208.00 per year	4233.00 per year	20,915.00
L. 256 4566 District 2A-6	3560.00 per year	3585.00 per year	3610.00 per year	3635.00 per year	3660.00 per year	18,050.00
M. 256 4568 District 2A-8	3258.00 per year	3283.00 per year	3308.00 per year	3333.00 per year	3358.00 per year	16,540.00
N. 256 4569 District 2A-9	5756.00 per year	5781.00 per year	5806.00 per year	5831.00 per year	5856.00 per year	29,030.00
O. 256 4572 District 2A-10	2910.00 per year	2935.00 per year	2960.00 per year	2985.00 per year	3010.00 per year	14,800.00
P. 259 4591 District 10	3,742.00 per year	3767.00 per year	3792.00 per year	3817.00 per year	3842.00 per year	18,960.00
Q. 611 2320 Water Treatment Plant	2763.00 per year	2788.00 per year	2813.00 per year	2838.00 per year	2863.00 per year	14,065.00
R. 100 2196 Century/ Delta Fair	2672.00 per year	2697.00 per year	2722.00 per year	2747.00 per year	2772.00 per year	13,610.00
S. 254 4514 Lone Tree East of Hillcrest Ave	1058.00 per year	1083.00 per year	1108.00 per year	1133.00 per year	1158.00 per year	5,540.00
T. 2018-01-281-4502	568.00 per year	593.00 per year	618.00 per year	643.00 per year	668.00 per year	3,090.00
FA-CFD total:	80,824.00 per year	81,324.00 per year	81,824.00 per year	82,324.00 per year	82,824.00 per year	409,120.00

**CITY OF ANTIOCH**  
**BID NO. 988-0221-24**

**DISKING ALL ZONES PER CONTRACT YEAR**

	Year 1 2024-2025	Year 2 2025-2026	Year 3 2026-2027	Year 4 2027-2028	Year 5 2028-2029	TOTAL ALL 5 YEARS
DA. 611 2320 Water Tanks	6068.00	6093.00	6118.00	6143.00	6168.00	30,590.00
DB. 251 4512 Mokelumne/Mark Twain	7749.00	7774.00	7799.00	7824.00	7849.00	38,995.00
DC. 251 4513 Hansen Park/Nortonville	20975.00	21000.00	21025.00	21050.00	21075.00	105,125.00
DD. 254 4541 East side of Hillcrest	14097.00	14122.00	14147.00	14172.00	14197.00	70,735.00
DE. 254 4542 Prewett Park, Open Space W of Hillcrest	17010.00	17035.00	17060.00	17085.00	17110.00	85,300.00
DF. 254 4544 Canada Hills	8081.00	8106.00	8131.00	8156.00	8181.00	40,655.00
DG. 256 4563 E 18 <sup>th</sup> Street	967.00	992.00	1017.00	1042.00	1067.00	5,085.00
DH. 256 4564 Mountaire and Harbour Park Areas	1933.00	1958.00	1983.00	2008.00	2033.00	9,915.00
DI. 256 4565 Contra Loma - James Donlon	793.00	818.00	843.00	868.00	893.00	4,215.00
DJ. 256 4566 Putnam Street						
DK. 256 4568 Antioch Community Park Open Space	2305.00	2330.00	2355.00	2380.00	2,405.00	11,775.00
DL. 256 4569 Eagleridge Area	3061.00	3086.00	3111.00	3136.00	3161.00	18,716.00
DM. 259 4591 Open Space	4120.00	4145.00	4170.00	4195.00	4220.00	20,850.00
DA-DM Total:	87,159.00	87,459.00	87,759.00	88,059.00	88,359.00	438,795.00

**REVISED PER ADDENDUM NO. 1**      **CITY OF ANTIOCH PROPOSAL**  
**NO. 988-0221-24**

**GRAND TOTALS**

**FIREBREAK & DISKING ZONES COMBINED PER CONTRACT YEAR**

Budget Line Item #	Year 1 2024-2025	Year 2 2025-2026	Year 3 2026-2027	Year 4 2027-2028	Year 5 2028-2029	TOTAL ALL 5 YEARS
1	Total Firebreak (FA-CDF)	80,824.00	81,324.00	81,824.00	82,324.00	409,120.00
2	Total Disking (DA-DM)	87,159.00	87,459.00	87,759.00	88,059.00	438,795.00
	Additional or Contingency Work	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$125,000.00
	GRAND TOTAL	192,983.00	193,783.00	194,583.00	195,383.00	972,915.00

**EXTRA WORK HOURLY RATE PER CONTRACT YEAR (INCLUDING LABOR, EQUIPMENT & MATERIALS)**

Budget Line Item #		Year 1 2024-2025	Year 2 2025-2026	Year 3 2026-2027	Year 4 2027-2028	Year 5 2028-2029
3	DISKING:	\$150.00 Per hour	160.00 Per hour	170.00 Per hour	180.00 Per hour	190.00 Per hour
4	FLAIL MOWING:	105.00 Per hour	115.00 Per hour	125.00 Per hour	135.00 Per hour	145.00 Per hour
5	HANDWORK:	80.00 Per hour	85.00 Per hour	90.00 Per hour	95.00 Per hour	100.00 Per hour

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Contractor's Agreement.**

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

#### **Commercial General Liability (CGL):**

  X   Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000.00** 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.

       Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000.00** 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.

       Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$5,000,000.00** 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.

**Automobile Liability:**

X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000.00** combined single limit for bodily injury and property damage.

\_\_\_ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

\_\_\_ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor, regardless of where the vehicles are kept or driven.

**Professional Liability (Errors and Omissions):**

\_\_\_ Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

\_\_\_ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

\_\_\_ Insurance appropriates to the Contractor's profession, with limit no less than \_\_\_\_\_ per occurrence or claim, \_\_\_\_\_ aggregate

**Workers' Compensation Insurance:**

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000.00** per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees. Waiver needed.)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

**Builder's Risk (Course of Construction):**

\_\_\_ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.



**Contractor's Pollution Legal Liability:**

\_\_\_\_ Contractor's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

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

**Cyber Liability Insurance**

\_\_\_\_ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

**Surety Bonds:**

Contractor shall provide the following Surety Bonds:

____	Bid Bond
<u>X</u>	Performance Bond
<u>X</u>	Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

**Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain the following provisions:

X **Additional Insured Status and Primary/Non-Contributory Language:**

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on

the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

\_\_\_ **Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)**

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

\_\_\_ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

\_\_\_ **Waiver of Subrogation:**

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor 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. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.

\_\_\_ **Completed Operations**

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

**THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS**

**Deductibles and Self-Insured Retentions ("SIR"):**

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor 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. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**Acceptability of Insurers:**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

**Claims Made Policies: (note - should be applicable only to professional liability, see below)**

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

**Subcontractors:**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

**Verification of Coverage:**

Contractor 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 Contractor'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.

**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.

**Failure to Comply:**

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

**Applicability of Coverage:**

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

# EXHIBIT "2"

## PROPOSAL SCORING FOR FIREBREAK AND DISKING RFP NO. 988-0221-24


RATER 1 100 Points	RATER 2 100 Points	RATER 3 100 Points	AVERAGE
91	93	93	92.33
75	76	73	74.67
72	72	67	70.33
			Westside Landscape and Concrete
			McMauley Ag and Pest Service
			APEX Grading, Inc.


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 12, 2024

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

**SUBMITTED BY:** Mitchell Loving, Junior Engineer 

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

**SUBJECT:** Second Amendment to the Construction Agreement with Foundry Construction, Inc. for the Maintenance Service Center Warehouse Improvements; P.W. 143-R

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving a second amendment to increase the construction agreement with Foundry Construction Inc. by \$5,890 for a total agreement amount of \$489,356; and
2. Authorizing the Acting City Manager to execute the second amendment in a form approved by the City Attorney.

**FISCAL IMPACT**

Adoption of this resolution will increase the construction agreement with Foundry Construction Inc. for the Maintenance Service Center Warehouse Improvements ("Project") in the amount of \$5,890 from \$483,466 to a total contract amount of \$489,356. Funding for this action is included within the approved FY 2023/24 Water Enterprise Fund operating budget.

**DISCUSSION**

On November 15, 2022, City Council awarded the contract for the Maintenance Service Center Warehouse Improvements to Foundry Construction Inc. in the amount of \$430,000. This Project consists of interior renovations to the City of Antioch's Maintenance Service Center Warehouse, including construction of partitions and a mezzanine level, millwork, lighting, plumbing and water pollution control.



On August 23, 2023, the City Council approved an amendment to increase the contract agreement with Foundry Construction Inc. in the amount of \$53,466 for a total amount of \$483,466.

Staff received additional quotes from Foundry Construction Inc. for further design modifications that were required to complete the project, which includes re-routing the warehouse data rack, furnishing and modifying aluminum door frames, and installing electrical wiring for the fire sprinkler alarm bell.

**ATTACHMENTS**

A: Resolution

B: Foundry Construction, Inc. Change Orders and Quotes

ATTACHMENT "A"

RESOLUTION NO. 2024/\*\*

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE SECOND AMENDMENT TO THE CONSTRUCTION AGREEMENT  
WITH FOUNDRY CONSTRUCTION INC. FOR THE  
MAINTENANCE SERVICE CENTER WAREHOUSE IMPROVEMENTS  
P.W. 143-R

**WHEREAS**, on November 15, 2022, City Council awarded a construction agreement in the amount of \$430,000 to Foundry Construction, Inc. for the Maintenance Service Center Warehouse Project ("Project");

**WHEREAS**, on August 23, 2023, the City amended the contract agreement in the amount of \$53,466 for a total amount of \$483,466;

**WHEREAS**, staff received additional quotes from Foundry Construction Inc. for further design modifications that were required to complete the project, which includes re-routing the warehouse data rack, furnishing and modifying aluminum door frames, and installing electrical wiring for the fire sprinkler alarm bell; and

**WHEREAS**, the City Council has considered authorizing a second amendment to increase the construction agreement with Foundry Construction Inc. by \$5,890 for a total agreement amount of \$489,356.

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

1. Approves an amendment to increase the construction agreement with Foundry Construction Inc. by \$5,890 for a total agreement amount of \$489,356; and
2. Authorizes the Acting City Manager to execute the amendment in a form approved by the City Attorney.

\* \* \* \* \*

**RESOLUTION NO. 2024/\*\***

March 12, 2024

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 12<sup>th</sup> day of March 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

A2



## ATTACHMENT "B"

**Date:** July 26, 2023

**Owner:** City of Antioch

**Address:** 1307 W. 4th Street  
Antioch, CA 94509

**Reference:** Maintenance Service Center - Warehouse Improvements  
Foundry Job #22-009  
**PCO #3, Revision 0**

Foundry Construction hereby submits for review and approval: the cost and schedule impacts resulting from the changes to the scope of work as noted below.

**A. Scope Summary:** Cost to perform the work based on the latest 'Revision 3 / Conformed' plans dated 06.28.23

**B. Cost Impact:**

**1. General Contractor Work**

		<u>Costs</u>
1.1	General Conditions OnSite: \$7,500   PM: \$5,800   Misc.: \$3,972.85	\$17,273
1.2	Concrete	\$4,000
1.3	Metals	\$10,874
1.4	Millwork	\$750
1.5	Doors, Frame & Hardware	\$3,755
1.6	Drywall	\$5,810
1.7	Acoustical Ceiling	\$355
1.8	Flooring	\$0
1.9	Solid Surface	\$0
1.10	Plumbing	\$0
1.11	Mechanical	\$0
1.12	Electrical	\$5,350

**SUBTOTAL:** \$48,167.00

**2.** Subcontractor Work @ 15.00% \$0.00

**3.** Insurance @ 1.00% \$482.00

**4.** Contractor Fees @ 10.00% \$4,817.00

**TOTAL SUM:** \$53,466.00

**C. Schedule Impact: 140 DAYS**

**D. Status of Work:** Pending Owner's Direction: X

**E. Action Required:** Please sign and return one copy of this letter to our project office. If you have any questions regarding this change order quote, please feel free to contact me.

Approved by \_\_\_\_\_

Date \_\_\_\_\_

City of Antioch

B1

Mauri Concrete Construction Co

5835-San Pablo Dam Rd  
El Sobrante, CA 94803  
510-541-5260

## Estimate

Date	Estimate #
07/26/2023	1012

Name / Address
Antioch Maintenance Warehouse
Foundry Construction Attn: Alan Sau

			Project
Description	Qty	Cost	Total
Saw-cut and excavate (2) 2-0 x 2-0 footings, off-haul dirt, and install new rebar	1	\$4,000.00	\$4,000.00
		<b>Total</b>	\$4,000.00

Customer Signature

B2





## METAL BUILDING COMPANY

(510) 635-0111 • FAX (510) 635-0626 • 9957 Medford Ave., Bldg. 14A, Oakland, CA 94603

July 11, 2023

### Foundry Construction

66 Franklin St., Ste. 300  
Oakland, CA 94607

Attention: Mr. Alan Sau  
Subject: City of Antioch RO work **REV. 1**

Alan,

Thank you for giving us this opportunity to provide you with a quote for the following scope of work in Antioch. As there are some discrepancies between the drawings we were provided and the as-built construction, this quote shall govern. We propose:

- Supply and install (1) nominal 3'x7' door rough opening, using conventional pre-engineered steel building detailing. Material to be 16ga. galvanized cee sections. All connections to be clipped and machine bolted. Includes new beige j-trim at the exterior of the door RO only.
- Supply and install (1) 3'x7' HMD w/ frame, Hagar NRP hinges, Von Duprin 99 series (light duty) push-bar exit device interior trim w/ exterior pull and keyway; threshold, **LCN 4040XP closer, weatherstripping**. Excludes: closer, weatherstripping, lite panel(s), etc.. Leaf and frame finish will be prime-painted, for finish paint by others. Hardware finish will be brushed chrome. Any key-alike requirements to be by others, once we've installed the door and hardware.
- ~~— Supply and install (1) nominal 7'x4' window rough opening, using conventional pre-engineered steel building detailing. Material to be 16ga. galvanized cee sections. All connections to be clipped and machine bolted. Includes new beige j-trim at the exterior of the window RO only.~~
- ~~— Supply and install (1) IWC industrial window: 7'x4', bronze anodized nail-on fin frame, dual glazed clear glass, slider with insect screen.~~
- This quote does not include any engineering or shop/approval drawings.
- Excludes R/R of any existing doors.
- PW rates have been allowed for.

Our price for the above work only is:

\$10,874.00

### Qualifications:

1. This proposal and quotation is subject to Metal Building Company's inspection of the site to verify the conditions under which the work will be performed.
2. Buyer shall provide temporary power, water and sanitary facilities.

Page 1 of 3

New Buildings and Complete Turnkey Projects  
Repairs, Alterations, and Additions to all types of Metal Buildings  
Operating a Merit Shop since 1977  
Cal. Cont. Lic.# 421040  
[www.metalbuildingcompany.com](http://www.metalbuildingcompany.com)

A DIVISION OF ZIVKO CORPORATION

B3



3. All work is guaranteed against defects in materials and workmanship for a period of one year from the date of installation. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Metal Building Company will examine and repair or replace any part of its work that is found to be defective. Metal Building Company will not be held responsible for special, incidental, or consequential damages, as well as damages to its work caused by other parties or for improper use of equipment by others.
4. Panel base connection to pavement is not warranted to be watertight if the building interior is at or below the exterior elevation of the pavement.
5. No bonding, specialty insurance or supplementation of our standard insurance coverage has been included in our price as quoted.
6. This work is quoted on the basis of straight time working hours, which are Monday through Friday between 7a.m. and 4p.m..
7. The quoted price includes all applicable sales tax and freight.
8. Architectural or site plans, permits, fees, tests or inspections are not included. Work or materials not specifically noted as included are excluded.
9. Electrical work, plumbing, painting, insulation, underlayment beneath roof or wall sheeting, temporary security or weather protection, field welding or supply of related materials, sitework, dissimilar metals isolation methods, firewalls/fire sprinklering, caulking or glazing, concrete work or grouting, anchor bolts or templates, touchup painting or cleaning of steel building components during or after erection, property survey, soils survey, building engineering, foundation engineering or shop drawings are excluded.

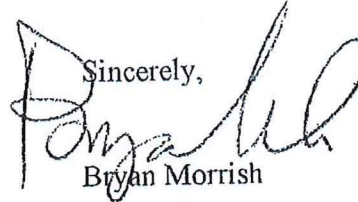
## Standard Terms:

1. Quotations are valid for 20 days and must be reconfirmed thereafter.
2. This quote is based upon receipt of payments without retention being withheld unless stated and agreed to otherwise.
3. Invoices are due upon receipt. Payments received after 30 days from the invoice date will incur an interest charge of 1½% per month or portion thereafter.
4. Metal Building Company shall be entitled to compensation for all expenses including, but not limited to, materials and services expended, equipment usage, unreturnable and special order materials, fees, overhead and profit in the event that this contract is canceled or work is suspended.
5. Any collection costs, including legal, management, and clerical fees in any way associated with the collection, will be paid by the customer.
6. Our Customer may be added to our General Liability insurance policy as an additional insured, if required.
7. Terms of our guarantee require that an identifying nameplate be attached to each structure.
8. We typically schedule jobs on a 'first-in' basis following receipt of a properly executed contract, Preliminary Notice information sheet and down payment when required.

Bcf

# MBC

Thank you for your consideration of our proposal. Please feel free to call me directly should you have any questions or additional requirements.

Sincerely,  
  
Bryan Morrish

\_\_\_\_\_  
Authorized Signature for \$10,874.00

\_\_\_\_\_  
Name (please print):

\_\_\_\_\_  
Title:

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

Metal Building Company is a division of Zivko Corporation, Inc., licensed in CA, contractor's state license number 421040. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

Change Order to Foundry  
Construction Inc. from  
Lopez Finish Carpentry LLC  
(License No. 1040639)

July 7, 2022

Project: Antioch  
Maintenance Warehouse  
Improvements

Attention:, Alan Sau-Project Manager

This Change Order sets forth the proposed terms of specific services ("**Services**") offered by Lopez Finish Carpentry LLC ("**LFC**") to Foundry Construction Inc. in connection with the project described above. The Services will be governed by a Subcontract Agreement between the parties dated July 7, 2022.

Any jobsite requirements shall be delivered in writing by Foundry Construction Inc. to LFC prior to commencement of Services. Such requirements may change the fees for Services.

**Scope of Services:**

***Material storage due to job delays***

**Fees:** LFC's proposed fees for Services are as set forth below:

Flat rate for Services:	\$750
-------------------------	-------

The proposed fee includes fee for Services and does not include any additional costs that may be necessary for performance of the Services.

Rate Sheet

Time and material hourly rate	\$150 + Material cost
Overtime hourly rate	\$195

Thank you for considering LFC for your installation services.

B6

# Heritage Doors & Glass

## CHANGE ORDER REQUEST

TO : Foundry Const

DATE : July 19, 2023

CONTRACTOR JOB # :

ATTN: Alan

Heritage Doors Job # : 2269

JOB NAME: City of Antioch

This is our Change Order Request # : 1

Add for [2] pear wood doors stained  
1 with a vp 5" x 36" kit and 1/4" glass  
Factory prime all PG birch doors

Credit labor for door

*Please sign and return when approved:*

Date \_\_\_\_\_

Signature \_\_\_\_\_

Amount of Change Order :	Total (ADD)	<u>\$4,280.00</u>
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Amount of Change Order :	Total (DEDUCT)	<u>-\$525.00</u>
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TOTAL AMOUNT OF CHANGE ORDER:	TOTAL	<u>\$3,755.00</u>
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If you have any questions, please feel free to contact our office.

Sincerely,  
HERITAGE DOORS & GLASS

*Larry Silvestri*

626 Commerce Ct.  
Manteca, CA 95336  
(209) 815-9999  
fax (209) 923-4096

B7





## EXTRA WORK ORDER

#2057-1

---

Date: 07/08/23  
To: Foundry Construction  
Attn: Alan S  
From: Doug Walker  
Re:  
Job: Maintenance Facility  
Address: 1307 W 4<sup>th</sup> St, Antioch

---

### WORK PERFORMED:

#### Changes to plans:

- Office, Restroom area 2' long – Added wall, joists, blocking, ¾" plywood, drywall
- Added 6' of sheer wall
- 2' pf wall added to storage 107
- Print and mark up new plans

Total for changes: \$3,780.

Add for union labor increases effective 07/01/23: \$2,030.

TOTAL FOR BOTH = \$5,810.

CEILINGS  
**CREATIVE**  
DRYWALL

4060 Pike Lane, Suite A, Concord, CA 94520 ♦ Office: 925.826-5250 Fax: 925.826-5405 ♦ License No. 781556 ♦

July 26, 2023

Foundry Construction  
Attn: Allen Sau

**Reference:** Antioch Maintenance  
1307 w. Fourth Street  
Antioch, CA. 94509

**Subject:** Change Order Request

There will be an **ADD** to our Contract per New Drawings / Revised Schedule **ADD \$355.00**

**Inclusions:**

- **ACT 1** - New Grid & Tile @ areas Highlighted Light Blue on OST below
- Grid- Armstrong Silhouette 9/16" slotted- 1/4" Reveal-White
- Tile- Armstrong # 1912 HRC Ultima -5/8"x 2'x2' Tegular - White
- Perimeter Trim- Armstrong Standard 7/8" Wall Angle - White
- Seismic Post - with standard splay wires screwed to deck above
- Wires- Standard 12-gauge wire screwed to deck above
- Provide Support Wires for recessed Lights- To be tied to fixture by others
- All work on straight time and in 1 phase in an unoccupied space.

**Exclusions:**

- Over time/ Shift time, Repair of grid or tile damaged by others, Punch List repairs, Off module light fixtures, Install projection screens or projectors, Bring existing ceilings to current code/ Demo of existing Ceilings, Supply or install 2" Wall Angle, Spreader Bars, Pop Rivets etc., Rotomhammering of any wires, expansion anchors bolts for seismic posts, Bid Bonds, Permits, Shop Drawings, Mock Ups, Support wires for exit signs, can lights, speakers, registers, or any other ceiling mounted devices

This proposal may be withdrawn by us if not accepted within 30 days  
Please feel free to contact me if you have any questions. Cell 415-321-9286

Respectfully,

*Robert Cosio*

Robert Cosio  
Estimator/ Project Manager

B9





PROPOSAL: 222107-3  
DATE: July 13, 2023  
REVISED: July 25, 2023

Alan Sau  
Foundry Construction, Inc.  
66 Franklin Street  
Suite 300  
Oakland, CA 94607

EMAIL: [asau@foundryconstructioninc.com](mailto:asau@foundryconstructioninc.com)

RE: Antioch Maintenance Warehouse (Delta 3) - 1307 W Fourth Street, Antioch, CA

PROPOSAL:

To complete the following extra electrical work for Antioch Maintenance Warehouse in Antioch per Delta 3 plans dated 06/28/23.

- 3 Double duplexes installed
- 2 Rings and pull strings installed with 3/4" EMT conduit stubbed 6" above grid
- 4 CAT-6 cables installed to one (1) new 40-block
- 2 Wall motion switches installed for Restrooms
- 24 CAT-6 cables terminated using RJ45 connectors

COST TO COMPLETE THE ABOVE WORK:

\$5,350.00

We appreciate the opportunity to serve you.

SUBMITTED BY:

APPROVED BY:

\_\_\_\_\_  
David Bone  
Estimator

\_\_\_\_\_  
Name:  
Title:

B10



**Date:** October 31, 2023

**Owner:** City of Antioch

**Address:** 1307 W. 4th Street  
Antioch, CA 94509

**Reference:** Maintenance Service Center - Warehouse Improvements  
Foundry Job #22-009  
**PCO #4, Revision 0**

Foundry Construction hereby submits for review and approval: the cost and schedule impacts resulting from the changes to the scope of work as noted below.

**A. Scope Summary:** Cost to provide (2) 4" x1' conduit sleeves for low voltage cabling. Sleeves to be hung using unistrut

**B. Cost Impact:**

**1. General Contractor Work**

1.1 Electrical

**Costs**

\$975

**SUBTOTAL:** \$975.00

2. Subcontractor Work @ 15.00%

\$147.00

3. Insurance @ 1.00%

\$10.00

4. Contractor Fees @ 10.00%

\$0.00

**TOTAL SUM:** \$1,132.00

**C. Schedule Impact: 0 DAYS**

**D. Status of Work:** Pending Owner's Direction:  X

**E. Action Required:** Please sign and return one copy of this letter to our project office. If you have any questions regarding this change order quote, please feel free to contact me.

\_\_\_\_\_  
Approved by

\_\_\_\_\_  
Date

City of Antioch

B11



**Date:** October 31, 2023

**Owner:** City of Antioch

**Address:** 1307 W. 4th Street  
Antioch, CA 94509

**Reference:** Maintenance Service Center - Warehouse Improvements  
Foundry Job #22-009  
**PCO #5, Revision 0**

Foundry Construction hereby submits for review and approval: the cost and schedule impacts resulting from the changes to the scope of work as noted below.

**A. Scope Summary:** Cost to re-order door frames for Door #1081 & 1082. The door frames had already been delivered by the time the change was requested by the Owners due to field conditions

**B. Cost Impact:**

**1. General Contractor Work**

1.1 Doors, Frame & Hardware

**Costs**

\$639

**SUBTOTAL:** \$639.00

2. Subcontractor Work @ 15.00%

3. Insurance @ 1.00%

\$7.00

4. Contractor Fees @ 10.00%

\$64.00

**TOTAL SUM:** \$710.00

**C. Schedule Impact: 0 DAYS**

**D. Status of Work:** Pending Owner's Direction:  X

**E. Action Required:** Please sign and return one copy of this letter to our project office. If you have any questions regarding this change order quote, please feel free to contact me.

\_\_\_\_\_  
Approved by

\_\_\_\_\_  
Date

City of Antioch

B12

# Heritage Doors & Glass

## CHANGE ORDER REQUEST

TO : Foundry Const

DATE : October 31, 2023

CONTRACTOR JOB # :

ATTN: Alan

Heritage Doors Job # : 2269

JOB NAME: City of Antioch

This is our Change Order Request # : 3

Change 2 openings # 1081-1082 from 7' to 6/8"  
alum frames  
other were on order and to late to change  
Wood doors were caught in time and no charge for those

*Please sign and return when approved:*

Date \_\_\_\_\_

Signature \_\_\_\_\_

Amount of Change Order :	Total (ADD)	<u>\$639.00</u>
--------------------------	-------------	-----------------

Amount of Change Order :	Total (DEDUCT)	<u>                    </u>
--------------------------	----------------	-----------------------------

TOTAL AMOUNT OF CHANGE ORDER:	TOTAL	<u>\$639.00</u>
-------------------------------	-------	-----------------

If you have any questions, please feel free to contact our office.

Sincerely,  
HERITAGE DOORS & GLASS

*Larry Silvestri*

626 Commerce Ct.  
Manteca, CA 95336  
(209) 815-9999  
fax (209) 923-4096

B13



**Date:** December 13, 2023

**Owner:** City of Antioch

**Address:** 1307 W. 4th Street  
Antioch, CA 94509

**Reference:** Maintenance Service Center - Warehouse Improvements  
Foundry Job #22-009  
**PCO #6, Revision 0**

Foundry Construction hereby submits for review and approval: the cost and schedule impacts resulting from the changes to the scope of work as noted below.

**A. Scope Summary:** Cost to provide electrical for the flow switch and fire sprinkler alarm bell at the exterior of building

**B. Cost Impact:**

**1. General Contractor Work**

1.1 Electrical

**Costs**

\$2,675

**SUBTOTAL:** \$2,675.00

2. Subcontractor Work @ 15.00%

\$402.00

3. Insurance @ 1.00%

\$27.00

4. Contractor Fees @ 10.00%

**TOTAL SUM:** \$3,104.00

**C. Schedule Impact: 1 DAYS**

**D. Status of Work:** Pending Owner's Direction:  X

**E. Action Required:** Please sign and return one copy of this letter to our project office. If you have any questions regarding this change order quote, please feel free to contact me.

\_\_\_\_\_  
Approved by

\_\_\_\_\_  
Date

City of Antioch

B14



**Date:** December 14, 2023

**Owner:** City of Antioch

**Address:** 1307 W. 4th Street  
Antioch, CA 94509

**Reference:** Maintenance Service Center - Warehouse Improvements  
Foundry Job #22-009  
**PCO #7, Revision 0**

Foundry Construction hereby submits for review and approval: the cost and schedule impacts resulting from the changes to the scope of work as noted below.

**A. Scope Summary:** Cost to provide 1" trim for the hinge side of the aluminum frame due to conflicts between the 1-1/2" trim and the continuous hinge

**B. Cost Impact:**

**1. General Contractor Work**

1.1 DFH

**Costs**

\$850

**SUBTOTAL:** \$850.00

2. Subcontractor Work @ 15.00%

3. Insurance @ 1.00%

\$9.00

4. Contractor Fees @ 10.00%

\$85.00

**TOTAL SUM:** \$944.00

**C. Schedule Impact: 1 DAYS**

**D. Status of Work:** Pending Owner's Direction:  X

**E. Action Required:** Please sign and return one copy of this letter to our project office. If you have any questions regarding this change order quote, please feel free to contact me.

\_\_\_\_\_  
Approved by

\_\_\_\_\_  
Date

City of Antioch

BIS



# Heritage Doors & Glass

## CHANGE ORDER REQUEST

TO : Foundry Const

DATE : December 14, 2023

CONTRACTOR JOB # :

ATTN: Alan

Heritage Doors Job # : 2269

JOB NAME: City of Antioch

This is our Change Order Request # : 4

Change out trim at 3 openings to 1" do to cont hinge 1071,1081& 1062 \$850.00

Add for 2 temp doors at 1012,1062 due to long lead item \$1,363.00

1 week lead time

*Please sign and return when approved:*

Date \_\_\_\_\_

Signature \_\_\_\_\_

Amount of Change Order :

Total (ADD)

\_\_\_\_\_

Amount of Change Order :

Total (DEDUCT)

\_\_\_\_\_

**TOTAL AMOUNT OF CHANGE ORDER:**

**TOTAL**

\_\_\_\_\_

If you have any questions, please feel free to contact our office.

Sincerely,

HERITAGE DOORS & GLASS

Larry Silvestri

626 Commerce Ct.  
Manteca, CA 95336  
(209) 815-9999  
fax (209) 923-4096

B14

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 12, 2024

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

**SUBMITTED BY:** Kevin Scudero, Acting Community Development Director K S

**SUBJECT:** Planning Commission Appointment for one Full-Term vacancy, 4-year term, expiring October 2027

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**RECOMMENDED ACTION**

- 1) It is recommended that the Mayor nominate the candidate for appointment.
- 2) It is recommended that the City Council adopt a resolution approving the Mayor's appointment of [name of appointee] to the Planning Commission for the Full-Term vacancy, 4-year term, expiring October 2027.

**FISCAL IMPACT**

There is no fiscal impact as these are voluntary positions.

**DISCUSSION**

The Planning Commission is a seven (7) member advisory body that makes recommendations to the City Council on the physical development of the City. The Commission reviews and makes recommendations on all provisions of the General Plan, land subdivisions, and zoning as specified by the Zoning Code and as set forth in the State Government Code and by the California Environmental Quality Act. The Planning Commission also has the authority to approve Use Permits, Variances and Design Review Applications. Planning Commissioners are appointed by the Mayor to four (4) year terms.

In general law cities where the office of the mayor is an elective office pursuant to Article 5 (commencing with Section 34900) of Chapter 7 of Part 1 of Division 2 of Title 4, the mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees, unless otherwise specifically provided by statute. Under Antioch Municipal Code §2-5.201, the Mayor shall nominate candidates for membership on all boards and commissions. Nominees shall be appointed to each board and commission upon receiving approval of at least a majority vote of the City Council.

The City Clerk's Office advertised to fill the vacancy in the usual manner. Currently, there is one Full-Term vacancy, 4-year term, on the Planning Commission. Two applications were received and provided to Mayor Hernandez-Thorpe to interview.

Mayor Hernandez-Thorpe is nominating Seth Webber Corcoran for the Full-Term vacancy, 4-year term, expiring October 2027.

The biography and background of the candidate will be presented at the City Council meeting.

**ATTACHMENTS**

- A. Resolution for one Full-Term vacancy, 4-year term, expiring October 2027
- B. Application

RESOLUTION NO. 2024/\*\*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPOINTING *[INSERT NAME OF APPOINTEE AFTER APPOINTMENT]* TO THE  
PLANNING COMMISSION FOR ONE FULL-TERM VACANCY, FOUR-YEAR TERM  
EXPIRING OCTOBER 2027**

**WHEREAS**, there is currently one Full-Term vacancy, four-year term, on the Planning Commission;

**WHEREAS**, the City Clerk's Office made announcement and accepted applications for the vacancy;

**WHEREAS**, Mayor Lamar Hernandez-Thorpe considered applications received and interviewed each of the interested applicants;

**WHEREAS**, Antioch Municipal Code Section 2-5.201 requires the Mayor to nominate candidates for membership on all boards and commissions and requires nominees to receive approval of at least a majority vote of the City Council to be appointed to a board or commission; and

**WHEREAS**, Mayor Lamar Hernandez-Thorpe has nominated *[insert name of appointee after appointment]* to the Planning Commission, for the Full-Term vacancy, four-year term, expiring October 2027.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Antioch hereby approves the Mayor's appointment *[insert name of appointee after appointment]* to serve on the Planning Commission, for the Full-Term Vacancy, four-year term, expiring October 2027.

\* \* \* \* \*

**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 12th day of March 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

DEC 05 2023

**PLANNING COMMISSION**

RECEIVED One (1) Vacancy, expiring October 2027

\*Required field

Deadline Date: By 5:00 p.m., December 15, 2023

APPLICANT INFORMATION		
*Full Name: Seth A. Webber Concoran	Main Phone: [REDACTED]	Alternate Phone: ( )
*Residence Address: Antioch, CA [REDACTED]	E-mail Address: [REDACTED]	
Employer/School: Carpenters Local 152	Occupation: Carpenter	Resident since: 1993

*PARENT/GUARDIAN INFORMATION (If applicant is age 14-17 years)		
*Full Name:	Main Phone: ( )	Alternate Phone: ( )
*Residence Address: Antioch, CA	E-mail Address:	

*QUESTIONNAIRE
Please answer the questions below on a <u>separate sheet(s)</u> and attach. Applications without these questions answered will <u>not</u> be considered. Please attach your resume (recommended to enhance your application).
1. List (3) main reasons for your motivation to join the Planning Commission.
2. What skills or experience do you have that will serve the Planning Commission?
3. What do you think is the single most important skill for a Planning Commissioner?
4. Do you have any particular areas of interest with respect to Planning?
5. Please add any other information/comments that would be helpful in reviewing your application.

*ACKNOWLEDGEMENTS
My signature below indicates my understanding and acknowledgement that:
<input checked="" type="checkbox"/> *This completed application is available for public review (youth applications are exempt).
<input checked="" type="checkbox"/> *I have read and agree to the requirements listed on the Vacancy Announcement.
<input checked="" type="checkbox"/> *To the best of my ability, I will attend the Planning Commission regular meetings: Every 1 <sup>st</sup> and 3 <sup>rd</sup> Wednesday of the month at 6:30 p.m.

Please return completed application by:	[REDACTED]	12/4/2023
• Mail to: Office of the City Clerk P.O. Box 5007, Antioch CA 94531		*Date
• In Person: Antioch City Hall-Clerk's Office 200 H Street, 3 <sup>rd</sup> Floor		
• Email to: <a href="mailto:cityclerk@antiochca.gov">cityclerk@antiochca.gov</a>	*Parent/Guardian Signature (An original, signed application with parent/guardian signature is required, if a minor)	*Date

1) My main reason for joining the Planning Commission is to be a part of the physical developments of the city of Antioch, and to help form the city into a better community for my children. I would also like to join the planning commission to help out in any way that i can with Architectural and design reviews on upcoming public works projects.

2) I have been a Carpenter for 8 years and i believe my experience working on commercial exterior finish and the construction of schools would help to provide insight and efficiency to new and retrofit projects.

3) I believe the single most important skill for a planning Commissioner is understanding zoning and site plans.

4) I'm particularly interested in site and plan reviews as well as learning more about zoning within the city. I am also interested in learning more about the CEQA act for the state of California.

5) In closing i would like to add that i am a second generation Antioch native who was born and raised in Antioch. I am now raisin children of my own here and I believe it is my responsibility to built a better and safer city for our future residents and leaders.



**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 12, 2024

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

**SUBMITTED BY:** Thomas Lloyd Smith, City Attorney *TLS*

**SUBJECT:** Dissolve the Human Rights and Racial Equity Ad Hoc Committee and Provide Direction to Staff on the Formation of a New Ad Hoc Committee or Standing Committee

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**RECOMMENDED ACTION**

It is recommended that the City Council provide a status update from the Human Rights and Racial Equity Ad Hoc Committee and take the following actions:

- 1) Dissolve the Human Rights and Racial Equity Ad Hoc Committee; and
- 2) Provide direction to staff to:
  - a. Prepare a resolution for a new ad hoc committee focused on the development of human rights policies for the City; or
  - b. Prepare a resolution for a Human Rights and Racial Equity Standing Committee; or
  - c. Take no action.

**FISCAL IMPACT**

The recommended action has no direct fiscal impact on City finances.

**DISCUSSION**

The Human Rights and Racial Equity Ad Hoc Committee worked with the City Manager and the City Attorney to consider proposing an ordinance to form a Human Rights and Racial Equity Commission (the “Commission”), which would work to promote mutual respect, understanding and tolerance among all persons within the City.

After researching the City of Antioch’s municipal code in comparison with other cities municipal codes, the ad hoc committee realized that the City may benefit from exploring and proposing policies regarding human rights in an ordinance for adoption by the Antioch Municipal Code prior to creating a Human Rights and Racial Equity Commission.

Our research demonstrates that some cities have policies spanning educational programs, discrimination in employment, housing, business establishments and city facilities and services. Policies may also extend to complaints, filing of disputes, proceedings, and enforcement (See Attachment A). These policies would provide a foundation for building a community where relationships among diverse people are valued by all, the voices of underrepresented groups are heard, discrimination is not tolerated, and residents can work together to resolve issues concerning discrimination and alienation.

If the City Council provides direction to staff to prepare a resolution forming a new ad hoc or standing committee, it could proactively engage in research, action planning, education, and community outreach to develop policies that protect the rights of all people to have an equal opportunity to live, work, and prosper within the City. Following the consideration of these policies, the new ad hoc or standing committee could make a presentation to the City Council seeking feedback on the potential adoption of human rights policies by the City.

#### **ATTACHMENTS**

A. Concord Municipal Code – Chapter 9.35 Human Rights

## Chapter 9.35 HUMAN RIGHTS

Sections:

- 9.35.010 Policy.**
- 9.35.010 Education.**
- 9.35.030 Scope of article.**
- 9.35.040 Definitions.**
- 9.35.050 Defenses, exceptions and exemptions.**
- 9.35.060 Discrimination in employment.**
- 9.35.070 Discrimination in housing.**
- 9.35.080 Discrimination by business establishments.**
- 9.35.090 Discrimination in provision of city facilities and services.**
- 9.35.100 Harassment.**
- 9.35.110 Complaints, resolution of disputes, and enforcement.**
- 9.35.120 Rules of procedure of Human Relations Commission.**
- 9.35.130 Confidentiality of proceedings.**
- 9.35.140 Retaliation prohibited.**
- 9.35.150 Other remedies.**
- 9.35.160 Time limit for filing civil actions.**
- 9.35.170 Criminal liability for violations.**
- 9.35.180 Posting of notices.**

## **9.35.190 Severability; conformance with state and federal laws.**

### **9.35.010 Policy.**

(a) The city is dedicated to preserving the rights of all persons to have an equal opportunity to live, work, and prosper in the community. It is the policy of the city that all persons shall be free from all forms of unlawful discrimination and harassment as prohibited under this article, or federal or state law.

(b) It is the intent of the city in enacting this article to confirm that the fundamental rights of citizens include the right to live unfettered by unlawful discrimination and harassment and this right is consistent with the American ideals of individual freedom, liberty, and responsibility for one's own actions. Furthermore, it is the intent of the city in enacting this article that access to remedies and resolution under existing federal and state laws on unlawful discrimination will be enhanced by providing a local forum for the resolution of complaints, and that it is necessary and proper to enact local regulations establishing a voluntary process for timely resolution of complaints of discrimination that arise within the city.

(c) This article shall not be construed to confer any right or privilege on a person which is conditioned or limited by law nor to impose regulations which are beyond the power of the city to regulate and/or which are preempted by federal and/or state law, nor is this article to be construed to protect conduct which is otherwise unlawful under city, state, or federal law or regulation.

(d) It is the policy of the city that, insofar as federal and state law is applicable to matters of unlawful discrimination, voluntary compliance therewith should be fostered by the city Human Relations Commission utilizing the procedures set forth herein.

(Code 1965, § 4970; Code 2002, § 46-31. Ord. No. 91-6)

### **9.35.010 Education.**

(a) The Human Relations Commission is authorized to plan, promote, and develop community-oriented education programs and events to foster positive human relations, equal opportunity, and greater understanding and appreciation of the city's cultural, ethnic, and racial diversity. The city reserves the right to independently plan and develop such programs.

(b) Proposed educational programs and events developed by the Human Relations Commission, and which are to be funded in whole or in part by the city, shall be submitted to the City Council prior to the adoption of the budget for the fiscal year in which the proposed educational programs and events will be held. Failure of the city to fund a proposed educational program or event shall not preclude the Human Relations Commission from seeking private sources of funding for the events.

(c) Educational goals and objectives may include, but need not be limited to, the following:

- (1) Support the rights of all persons to be free from all forms of discrimination prohibited by city, state, and federal law;
- (2) Develop programs and events which foster positive human relations through greater community education and understanding;
- (3) Encourage private persons, groups, organizations, and businesses to promote better human relations and equal opportunity.

(d) Education programs and events may include, but are not limited to, the following:

- (1) Community forums;
- (2) Speakers, lecturers;
- (3) Events which recognize and promote the city's cultural, ethnic, and racial diversity;
- (4) Essay, art, or other contests;
- (5) Annual Human Relations Commission recognition and awards dinner;
- (6) Annual award to the person, business, or other organization who best exemplifies the city's goals of promoting better human relations;
- (7) Participation in events and programs sponsored by other agencies, businesses, and organizations.

(Code 1965, § 4971; Code 2002, § 46-32. Ord. No. 91-6)

#### **9.35.030 Scope of article.**

This article applies to all discriminatory practices, harassment, and inter-group tensions resulting therefrom covered by the provisions of this article. Nothing in this article, however, shall be interpreted or applied so as to create any power, duty, defense, exception, or exemption in conflict with the preemptive effect on any federal or state law. It is the intent of the City Council that this article be interpreted broadly so as to address as much discrimination as possible.

(Code 1965, § 4972; Code 2002, § 46-33. Ord. No. 91-6)

#### **9.35.040 Definitions.**

## Discrimination.

(1) Any act, policy, or practice which selects a person or class of persons for differential treatment on arbitrary bases as set forth in federal and state civil rights laws, as they may be amended from time to time, and cases interpreting them, including but not limited to the following:

a. Federal law.

1. The United States Constitution.
2. The Civil Rights Act of 1964.
3. The Rehabilitation Act of 1973.
4. The American with Disabilities Act of 1990.

b. State law.

1. The California Constitution.
2. The Unruh Civil Rights Act/The Ralph Civil Rights Act of 1976.
3. The Fair Employment and Housing Act.

(2) This listing of federal and state laws that contain examples of protected classes is intended to be illustrative and not restrictive.

(3) "Discrimination" includes the assertion of an otherwise valid reason for selection as a subterfuge for prohibited discrimination. For purposes of this article, "discrimination" shall also include references to "unlawful discrimination," "discrimination on an arbitrary basis," and all logical derivations of the word "discriminate."

*Employee.* Any individual employed by, or seeking employment from, an employer or terminated by an employer, but does not include any individual employed by his parents, spouse, or child, or any individual employed under a special license in a nonprofit sheltered workshop or rehabilitation facility.

*Employer.* Any person regularly employing five or more persons, or any person acting as an agent of an employer directly or indirectly.



*Employment agency.* Any person or business that procures employees or opportunities to work for compensation.

*Harassment.* Includes, but is not limited to:

- (1) Verbal harassment (e.g., epithets, derogatory comments, or slurs on the basis set forth in this article);
- (2) Physical harassment (e.g., assault impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on the basis set forth in this article);
- (3) Visual forms of harassment (e.g., derogatory posters, cartoons, or drawings on the basis set forth in this article);
- (4) Sexual harassment (e.g., unwanted sexual advances which condition an employment benefit upon an exchange of sexual favors).

In applying this subsection, the rights of free speech and association shall be accommodated consistent with this subsection.

*Labor organization.* Includes any organization which exists and is constituted for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or other mutual aid or protection.

*Person.* Any natural person or a firm, corporation, partnership, or other organization or group of persons however organized, including the city.

*Transaction in real property.* Exhibition, listing, advertising, negotiating, financing, agreeing to transfer or transferring, whether by sale, lease, sublease, rent, assignment, or other agreement, of any interest in real property or improvements thereon, including but not limited to leaseholds and other real chattels.

The above definitions are intended to complement rather than conflict with corresponding provisions of federal and state law.

(Code 1965, § 4973; Code 2002, § 46-34. Ord. No. 91-6)

Cross references: Definitions generally, § [1.05.100](#).

### **9.35.050 Defenses, exceptions and exemptions.**

- (a) Any practice which has a discriminatory effect and which would otherwise be prohibited by this article shall not be deemed unlawful if it can be established that such practice is not intentionally devised or operated to contravene the prohibitions of this article and can be justified by business necessity.
- (b) Religious organizations shall be exempt from the provisions of this article to the extent permitted by law.
- (c) Nothing contained in this article shall be construed to prohibit promotional activities designed primarily to encourage participation by protected groups (i.e., senior citizen discounts, children's discounts, and other similar practices), unless otherwise prohibited by law.
- (d) It shall not be unlawful to refuse to rent or lease a portion of an occupied dwelling unit to a person as a roomer or boarder when the dwelling is also occupied by the lessor.
- (e) It shall not be unlawful for an employer to observe the conditions of a bona fide seniority system or a bona fide employee benefit system such as a retirement, pension, or insurance plan which is not a subterfuge to evade the purposes of this article.
- (f) It shall not be unlawful for an owner to limit occupancy of a building or mobile home park to tenants on the basis of age as permitted by federal and state law.
- (g) Prohibited discriminatory practice does not include acts based upon a person's marital status which are reasonably related to a valid statutory purpose.
- (h) It shall not be unlawful to limit attendance to classes or programs conducted by an educational institution based upon a valid educational objective or purpose.
- (i) It shall not be unlawful for any person to carry out a legally valid affirmative action plan devised as remedial or corrective action in response to past discriminatory practices within the workplace.
- (j) Any employee whose employer has in place a formal written grievance procedure or other system to redress alleged improprieties covered by this article shall utilize and exhaust such procedure prior to proceeding under the provisions of this article.
- (k) This article shall not apply to public agencies not subject to the jurisdiction of this article.

(Code 1965, § 4974; Code 2002, § 46-35. Ord. No. 91-6)

### **9.35.060 Discrimination in employment.**

(a) *Prohibited activity.* It shall be unlawful to commit any act of discrimination against an employee or person, or class of persons, in the employment context as prohibited by the statutes and laws set forth in the definition of “discrimination” in section [9.35.040](#) of this article, including acts by an employer, employment agency, or labor organization.

(b) *Bona fide occupational qualifications not prohibited; burden of proof.*

(1) Nothing contained in this section shall be deemed to prohibit selection or rejection based upon a bona fide occupational qualification.

(2) In any action brought under this article, if a party asserts that an otherwise unlawful discriminatory practice is justified as a bona fide occupational qualification, that party shall have the burden of proving that:

a. The discrimination is in fact a necessary result of a bona fide occupational qualification;  
and

b. There exists no less discriminatory means of satisfying the occupational qualification.

(Code 1965, § 4975; Code 2002, § 46-36. Ord. No. 91-6)

### **9.35.070 Discrimination in housing.**

(a) *Prohibited activity.* It shall be unlawful to commit any act of discrimination against a person or class of persons with regard to any transaction in real property, including but not limited to the purchase, sale, rental, or listing of housing, that constitutes discrimination prohibited by the statutes and laws set forth in the definition of “discrimination” in section 47-34 of this article.

(b) *Exceptions.* Nothing in this article shall be deemed to permit any rental or occupancy of any dwelling unit or commercial space otherwise prohibited by law.

(Code 1965, § 4976; Code 2002, § 46-37. Ord. No. 91-6)

### **9.35.080 Discrimination by business establishments.**

It shall be unlawful to commit any of the following acts in a discriminatory manner against a person or class of persons:

(1) To deny, directly or indirectly, any person the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of any business establishment of every kind whatsoever;

(2) To make, print, publish, advertise, or disseminate in any manner, or cause to be made, printed, published, advertised, or disseminated, any notice, statement, or advertisement with respect to any business establishment which indicates that the full enjoyment of such establishment will be unlawfully refused an individual.

(Code 1965, § 4977; Code 2002, § 46-38. Ord. No. 91-6)

### **9.35.090 Discrimination in provision of city facilities and services.**

It shall be unlawful to deny to any person, on a discriminatory basis, full and equal enjoyment of any city facility, service, or program funded or otherwise supported by the city.

(Code 1965, § 4978; Code 2002, § 46-39. Ord. No. 91-6)

### **9.35.100 Harassment.**

(a) For purposes of this section, “harassment” shall be that conduct defined in the definition of “harassment” in section [9.35.040](#).

(b) Harassment of an applicant or an employee by an employer, the employer’s agents or supervisors is unlawful.

(c) (1) Harassment of an applicant or an employee by an employee other than those listed in subsection (a) is unlawful if the employer or the employer’s agents or supervisors know of such conduct and fail to take immediate and appropriate corrective action. Proof of such knowledge may be direct or circumstantial.

(2) If the employer, the employer’s agents or supervisors did not know but should have known of the harassment, knowledge may be imputed, unless the employer can establish that he took reasonable measures to prevent harassment from occurring. Such measures may include, but are not limited to, affirmatively raising the subject of harassment, expressing strong disapproval, developing appropriate sanctions, informing employees of their right to, and explaining how to, raise the issue of harassment under this article or state or federal law and developing methods to sensitize all concerned.

(d) An employee who has been harassed on the job by a co-employee should inform the employer or other covered entity of the harassment. However, an employee’s failure to inform the employer is not a defense to the harassment.

(e) Harassment outside of the workplace of an individual or group of individuals is unlawful, including harassment in public or at any business establishment.

**9.35.110 Complaints, resolution of disputes, and enforcement.***(a) Filing of written complaint.*

(1) Any person who believes that he has been subjected to unlawful discrimination or harassment in violation of this article may file a written complaint pursuant to this section.

(2) Complaints shall be filed either in writing, with a designated staff person, to the Human Relations Commission or by the taking of a complaint over the telephone. Complaints received over the telephone by city staff shall be reduced to writing by the staff person on a complaint form prepared and approved by the Human Relations Commission. The complainant shall be provided a copy of the complaint. Complaints shall remain confidential, unless the confidentiality is waived by the complainant or unless disclosure is otherwise required by law.

*(b) Processing of housing and employment complaints.* If a complaint alleges a violation of section [9.35.060](#) (employment) or section [9.35.070](#) (housing), the complaint shall first be referred to the local state or federal agency identified by the city as the appropriate agency to handle the complaint for consultation and advice to the city and complainant.

*(c) Dispute resolution process.*

(1) *Resolution by Human Relations Commission staff person.* If the complaint appears to fall within the purview of this article, a staff member assigned to the Human Relations Commission shall attempt to mediate and resolve the complaint on an informal basis. The staff shall disseminate information and cause such investigation to occur as they deem appropriate and shall endeavor to resolve and/or refer the complaint within 15 days of receipt.

(2) *Referral to Human Relations Commission Complaint Resolution Committee.* If the complaint cannot be resolved by staff, the complaint shall be referred to the Complaint Resolution Committee (the "Committee"). The Committee shall be established pursuant to rules of procedure adopted by the Commission and shall consist of three members of the Commission. An additional member of the Commission shall serve as an alternate. The Commission may establish more than one committee.

a. Review and investigation of complaint by Complaint Resolution Committee. Within 15 days of referral, the Committee shall review the complaint, establish a schedule for mediation of the complaint, and determine whether further investigation is warranted. The Committee may utilize investigators on a compensated or pro bono basis.

b. Action by Committee after investigation is completed.

1. Dismissal of complaint. If the Committee finds that the person charged in the complaint has not engaged in such unlawful practice or conduct, it shall notify the parties to the complaint, in writing, of its determination and the complaint shall be dismissed.

2. Conciliation and persuasion. If the Committee determines that probable cause exists for the allegations made in the complaint, the Committee may endeavor to eliminate the unlawful practice charged in the complaint by means of conciliation and persuasion. The Committee may meet with the parties separately, together, or both, in pursuit of resolution.

3. Referral to outside mediation. The Committee may refer a complaint to a trained mediator on a compensated or pro bono basis. The mediator shall attempt to mediate and resolve the complaint and forward a written synopsis of his efforts, including findings, to the Committee. If mediation resolves the complaint, the Committee shall close the complaint as being resolved.

4. Complaint not resolved by outside mediator. If the outside mediator is unable to resolve the complaint, the mediator shall prepare written findings and refer the results of the mediation to the Committee. The Committee may continue to attempt to resolve the complaint.

(3) *Unresolved complaints.* If there has been no resolution of the complaint, either by staff, by the Complaint Resolution Committee, or by the efforts of the outside mediator, and 60 days have elapsed since the initial filing of the complaint, the Complaint Resolution Committee may do any of the following:

a. Refer the complaint to the appropriate federal or state agency for resolution;

b. Close the complaint as being unresolved;

c. If the parties do not consent to review by the Human Relations Commission, the Committee may refer the complaint to the City Attorney and request a determination as to whether legal action or referral to a state or federal agency is appropriate to cause the respondent to cease and desist the discriminatory practice or harassment.



d. If the parties consent in writing to the referral, the Committee may refer the complaint and the results of its investigation and findings to the Commission for decision and recommendation pursuant to subsection (4) below.

(4) *Determination of complaint by Human Relations Commission.* In the event the complaint is referred to the Commission, the Commission shall hold a public meeting to consider the matter. The Commission shall endeavor to render its decision on the matter raised in the complaint within 180 days of the original filing of the complaint. Following its review of the complaint and investigation, the Commission shall render a decision, including written findings of fact and a recommendation. The decision, findings, and recommendation shall be mailed to the parties within 30 days of the decision.

a. Human Relations Commission action. If there has been no resolution of the complaint, the Commission may take any action set forth in subsection (c)(3) of this section.

b. Reconsideration of decision. The decision of the Commission shall be final, unless a party to the complaint files a request for reconsideration. The request shall be made in writing within seven days following the receipt by the requesting party of the Commission's decision. The Commission shall notify the parties, in writing, whether or not it will reconsider its decision. If the Commission grants reconsideration, the notice shall state the time and date that the matter will be reconsidered.

(Code 1965, § 4980; Code 2002, § 46-41. Ord. No. 91-6)

### **9.35.120 Rules of procedure of Human Relations Commission.**

The Commission shall, by resolution, adopt procedures to carry out the purposes of this article. The resolution shall not be effective until approved by the City Council. Housekeeping or minor administrative changes to the approved resolution may be accomplished by motion of the Commission and need not be approved by the City Council; however, the City Council reserves the right to review any amendment to the rules of procedure.

(Code 1965, § 4981; Code 2002, § 46-42. Ord. No. 91-6)

### **9.35.130 Confidentiality of proceedings.**

All proceedings, complaints, and conferences with Commission staff and the Committee are considered settlement or mediation efforts within the meaning of state law, including Evidence Code § [1152](#) et seq., and shall be exempt from disclosure to the extent permitted by law. Proceedings before the Commission are not confidential.

(Code 1965, § 4982; Code 2002, § 46-43. Ord. No. 91-6)

**9.35.140 Retaliation prohibited.**

No person shall retaliate against any other person for seeking to enforce the provisions of this article. Any such retaliation shall be deemed an act of discrimination or harassment under this article.

(Code 1965, § 4983; Code 2002, § 46-44. Ord. No. 91-6)

**9.35.150 Other remedies.**

(a) *Private right of action.* Any person or class of persons whose rights are violated pursuant to this article may, to the extent allowed by law, bring a civil action against the person or persons engaging in such violation. Upon a finding of liability, the court shall award actual damages, but not less than \$500.00. The prevailing party is entitled to reasonable costs and reasonable attorney's fees. No punitive or exemplary damages may be awarded pursuant to this article.

(b) *Public enforcement.*

(1) The city may enforce the provisions of this article pursuant to section [1.05.210](#) of this Code. In the event the city enforces this article pursuant to section [1.05.210](#) of this Code, the city, as prevailing party, is entitled to recover reasonable costs, including court costs, investigation costs, and/or mediation costs, and reasonable attorney's fees.

(2) If the court finds against the defendant, the court shall assess a civil penalty against the defendant and payable to the city in the amount of \$500.00 and shall also award actual damages, but not less than \$500.00, to the person or class of persons whose rights were violated pursuant to this article.

(c) *Injunctive relief.* Any person who suffers from an act in violation of any provision of this article may seek a temporary restraining order, preliminary or permanent injunction issued by a court of competent jurisdiction to preserve the status quo or enjoin any future violations of the unlawful practice. Such action may be brought by an aggrieved party or by the city either in conjunction with an action for damages, as provided in subsections (a) and (b), or as the sole remedy.

(d) *Exhaustion of administrative remedy not required.* A complaint to the Commission is not a prerequisite to the filing of an administrative complaint or a civil action in a state or federal court.

(e) *Effect of other actions on complaint resolution process.* In the event a civil action is filed pursuant to subsection (a), (b), or (c), or a complaint is filed with a federal or state agency, the complaint resolution process under this article shall stop and the matter will be considered closed. In no event shall a complaint be processed for a matter where a court or administrative agency has rendered a final decision.

(f) *Emergency relief.* If, at any time after a complaint has been filed, city staff, the Committee, or the Human Relations Commission determines that appropriate civil action to preserve the status quo or to prevent irreparable harm appears advisable, the matter may be referred to the City Attorney for appropriate legal action or referral to a state or federal agency. The parties shall be notified of the referral to the City Attorney.

(Code 1965, § 4984; Code 2002, § 46-45. Ord. No. 91-6)

#### **9.35.160 Time limit for filing civil actions.**

Civil actions under this article must be filed within one year from the time the complainant alleges that the unlawful practice or conduct occurred.

(Code 1965, § 4985; Code 2002, § 46-46. Ord. No. 91-6)

#### **9.35.170 Criminal liability for violations.**

Notwithstanding any provision of this Code to the contrary, a violation of any provision of this article is neither a crime nor an infraction. This section is not to be construed to relieve a person of any criminal liability under other provisions of law.

(Code 1965, § 4986; Code 2002, § 46-47. Ord. No. 91-6)

#### **9.35.180 Posting of notices.**

Every employer, labor organization, employment agency, and business establishment shall post a notice that discrimination is prohibited by this article. The Human Relations Commission shall develop the contents of said notice so as to effectuate the purposes of this article.

(Code 1965, § 4987; Code 2002, § 46-48. Ord. No. 91-6)

#### **9.35.190 Severability; conformance with state and federal laws.**

This article was developed cognizant of the existence of state and federal laws that regulate discrimination and harassment. It is the intent of the city that this law complement existing law and not conflict with same. If any section, subsection, sentence, clause, phrase, or portion of this article is held to be invalid or unconstitutional for any reason by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the article. The City Council hereby declares that it would have adopted this article and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

(Code 1965, § 4988; Code 2002, § 46-49. Ord. No. 91-6)

Disclaimer: The city clerk's office has the official version of the Concord Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

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