

CITY OF  
**ANTIOCH**  
CALIFORNIA

## AGENDA

Antioch City Council

### SPECIAL AND REGULAR MEETING

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

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Date: **Tuesday, May 14, 2024**

Time: 5:00 P.M. – Special Meeting/Work Session  
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).

## **SPEAKER RULES**

Welcome to a meeting of the Antioch City Council. Your attendance is appreciated. The State Ralph M. Brown Act guarantees the public's right to address the City Council, within the framework of Speaker Rules. Because agendas encompass many business items, Speaker Rules enable the meeting to be efficiently conducted and concluded at a reasonable hour.

The City Council can only take action on items that are listed on the agenda. If you wish to speak about an item **not on the agenda**, the "Public Comments" section of the agenda is for you. Unagended comments are provided until no later than 6:00 p.m. when the City Council moves on to agenda items. There is another opportunity for public comments at the end of the meeting.

If you wish to speak, either during "public comments" or during an agenda item, fill out a Speaker Request form, located at the entrance of the Council Chambers. Please place the Speaker Request form in the tray near the City Clerk before the Council Meeting begins. This will enable us to call upon you to speak. Important! On your Speaker Request form, please identify if the comment is for "Announcement of Community Events", "Public Comment", or a specific "Agenda Item". No one may speak more than once on an agenda item or during "public comments."

Speakers will be notified shortly before they are called to speak. When you are called to speak, please limit your comments to the time allotted (up to 5 minutes, at the discretion of the Mayor).

The "Consent Calendar" is a group of items which are determined to be routine. These items are usually considered all at once and approved without further discussion. If you are opposed to action which is recommended for an item on the "Consent Calendar," please submit a Speaker Request form before the meeting, and place in the Speaker Card tray near the City Clerk. This will enable the item to be removed from the "Consent Calendar" and call on you to speak.

During Public Hearings, each side is entitled to one "main presenter" who may not speak for more than 10 minutes. All other speakers during public hearing items, are entitled to a maximum of 5 minutes. These time limits may be modified depending on the number of speakers or number of items on the agenda (at the Mayor's discretion). Groups who are here regarding an item may identify themselves by raising their hands at the appropriate time to show support for one of their speakers. During certain types of hearings, the applicant is allowed to give their presentation first. After all testimony is received, the applicant has an opportunity for rebuttal.

After having heard from the public, the agenda item will be closed. Deliberations will then be limited to members of the City Council.

If the meeting appears to be going late, the City Council may decide to continue some items until a subsequent meeting. The City Council will try to make this determination around 10:00 p.m. It is the goal to stop discussing agenda items by not later than 11:00 p.m.

**WRITTEN PUBLIC COMMENT** – If you wish to provide a written public comment, you may email the City Clerk's Department at [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), by 3:00 p.m. the day of the City Council Meeting.

***PLEASE NOTE:*** *Written public comments received by 3:00 p.m. the day of the City Council Meeting will be shared with the City Council before the meeting; entered into the public record; retained on file by the City Clerk's Office; and available to the public upon request. Written public comments will not be read during the City Council Meeting.*



### **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.

**5:00 P.M.      ROLL CALL – SPECIAL MEETING/STUDY SESSION – for Council Members**

#### **PLEDGE OF ALLEGIANCE**

#### **STUDY SESSION**

**SM-1.      FISCAL YEAR 2023-25 MID-YEAR BUDGET REVIEW**

Recommended Action: It is recommended that the City Council provide feedback and direction on the draft mid-year budget options and adjustments to the fiscal year 2023-25 budget.

#### **MOTION TO ADJOURN SPECIAL MEETING/STUDY SESSION**

**6:30 P.M.      ROLL CALL – CLOSED SESSION – for Council Members**

#### **PLEDGE OF ALLEGIANCE**

#### **PUBLIC COMMENTS *for Closed Session***

**CLOSED SESSION:**

- 1) **CONFERENCE INVOLVING JOINT POWERS AGENCY** – Municipal Pooling Authority and California Affiliated Risk Management Authority (CARMA). Discussion will concern EXISTING LITIGATION pursuant to California Government Code section 54956.9 MARIA QUINTO-COLLINS, et al., v. CITY OF ANTIOCH, et al., United States District Court Northern District of California CASE NO.: 3:21-cv-06094-AMO; Name of local agency representative on joint powers agency board: Thomas Lloyd Smith, City of Antioch; Appearing on behalf of joint powers board: Linda Cox, Municipal Pooling Authority and Amanda Griffith, ERMA (Employment Risk Management Authority).
  
- 2) **CONFERENCE WITH LEGAL COUNSEL** – Existing Litigation pursuant to Government Code section 54956.9 JESSE WILSON AND DAJON SMITH v. CITY OF ANTIOCH, United States District Court for the Northern District of California CASE NO.: 3:24-cv-02758-SK.

**MOTION TO ADJOURN TO CLOSED SESSION**

**7:00 P.M.**     **ROLL CALL – REGULAR MEETING** – for City /City Council Members acting as Housing Successor to the Antioch Development Agency

**PLEDGE OF ALLEGIANCE**

**CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION**

***COUNCIL REGULAR AGENDA – Continued from April 23, 2024, Council Meeting***

1.     CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON A FUTURE PRESENTATION FROM THE ANTIOCH POLICE DEPARTMENT ON THE TOOLS AND EQUIPMENT UTILIZED BY THE DEPARTMENT

Recommended Action:    It is recommended that the City Council discuss and provide direction to City staff.

2.     CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON THE CREATION OF A CITY COMMISSION FOR SENIORS/MATURE ADULTS

Recommended Action:    It is recommended that the City Council discuss and provide direction to City staff.

**COUNCIL REGULAR AGENDA – Continued from April 23, 2024, Council Meeting**

**3. FUTURE PLANS FOR THE ANTIOCH POLICE CRIME PREVENTION COMMISSION**

Recommended Action: It is recommended that the City Council direct staff to take one of the following actions:

- Initiate the candidate application process to fill the vacancies on the Police Crime Prevention Commission;
- Prepare an ordinance to dissolve the Police Crime Prevention Commission;
- Prepare a resolution for an ad hoc committee to propose the future mission and purpose of the Antioch Police Crime Prevention Commission;
- Take no action.

**4. PROCLAMATIONS**

- In Honor of Older Americans' Month, May 2024
- National Public Works Week, May 19 – 25, 2024
- Be Kind to Animals Month, May 2024
- Affordable Housing Month, May 2024
- Mental Health Awareness Month, May 2024
- Asian American & Pacific Islander Heritage Month, May 2024
- Jewish American Heritage Month, May 2024
- National Water Safety Month, May 2024

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

**ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

**5. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

- ECONOMIC DEVELOPMENT COMMISSION
- CONTRA COSTA MOSQUITO & VECTOR CONTROL BOARD

**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**

**6. 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 APRIL 9, 2024**

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

**B. APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 23, 2024**

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

**C. APPROVAL OF COUNCIL WARRANTS**

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

**D. APPROVAL OF TREASURER'S REPORT FOR DECEMBER 2023**

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

**E. APPROVAL OF TREASURER'S REPORT FOR JANUARY 2024**

Recommended Action: It is recommended that the City Council receive and file the January 2024 Treasurer's Report.

**F. APPROVAL OF TREASURER'S REPORT FOR FEBRUARY 2024**

Recommended Action: It is recommended that the City Council receive and file the February 2024 Treasurer's Report.

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

**G. APPROVAL OF HOUSING SUCCESSOR WARRANTS**

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

**H. FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH THE KPA GROUP FOR CITYWIDE SPACE PLANNING AND ARCHITECTURAL CONSULTATION SERVICES (P.W. 700-4)**

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

- 1) Approving the first amendment to the Consulting Services Agreement with The KPA Group for Citywide Space Planning and Architectural Consultation Services, which increases the contract by \$267,165 for a total contract amount of \$317,165; and
- 2) Authorizing the Acting City Manager to execute the amendment to the agreement in a form approved by the City Attorney.

**I. ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE ANTIOCH CAPE SEAL PROJECT 2023 (P.W. 328-13)**

Recommended Action: It is recommended that the City Council adopt a resolution accepting work and authorizing the Acting City Manager or designee to file a Notice of Completion for the Antioch Cape Seal Project 2023.

**J. FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH TESTING ENGINEERS, INC. FOR ON-CALL MATERIAL TESTING AND SPECIAL INSPECTION SERVICES**

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

- 1) Approving the first amendment to the Consulting Services Agreement with Testing Engineers, Inc. for On-Call Material Testing and Special Inspection Services, which increases the contract by \$100,000 for a total contract amount of \$150,000; and
- 2) Authorizing the Acting City Manager to execute the amendment to the agreement in a form approved by the City Attorney.

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

**K. FIRST AMENDMENT TO THE MAINTENANCE SERVICE AGREEMENT WITH ALTA FENCE CO. FOR FENCING PARTS AND INSTALLATION SERVICES**

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

- 1) Authorizing the Acting City Manager or designee to make the necessary budget amendment to the operating budget in the amount of \$56,000 in Fiscal Year 2023/24 from the Delta Fair Fund for Fencing Parts and Installation Services;
- 2) Approving the first amendment to the Maintenance Service Agreement with Alta Fence Co. for Fencing Parts and Installation Services, which increases the contract by \$225,500 for a total contract amount of \$375,500; and
- 3) Authorizing the Acting City Manager to execute the amendment to the agreement in a form approved by the City Attorney.

**L. AWARD OF A MULTI-YEAR MAINTENANCE SERVICE AGREEMENT WITH TERRACARE ASSOCIATES FOR PARK MAINTENANCE SERVICES**

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

- 1) Awarding a multi-year Maintenance Service Agreement to Terracare Associates for Park Maintenance Services beginning July 1, 2024, through June 30, 2027, in the amount of \$4,232,733 with an annual contingency of \$200,000 for a three (3) year total of \$4,832,733 with an option to extend the agreement two (2) additional years in the amount of \$2,906,482 with an annual contingency amount of \$200,000 for a two (2) year total of \$3,306,482 for a five (5) year amount not to exceed \$8,139,215;
- 2) Authorizing the Acting City Manager to execute the agreement in a form approved by the City Attorney; and
- 3) Authorizing the Acting City Manager or designee to make the necessary budget amendment to the Fiscal Year 2024/25 Operating Budget in the amount of \$147,032 for Park Maintenance services.



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

**M. ZENCITY PUBLIC SURVEY TOOL CONTRACT EXTENSION**

Recommended Action: It is recommended that the City Council adopt a resolution approving a one-year contract with Zencity for \$45,000 to continue operation of a public survey tool that the Antioch Police Department adopted January 1, 2023.

**N. 2024 ANNUAL EMPLOYEE SERVICE AWARDS**

Recommended Action: It is recommended that the City Council receive and file the 2024 Annual Employee Service Awards report.

**O. REJECTION OF CLAIMS: KEITH BURTON, JUAN PABLO SAUCEDA, DASON MELIUS**

Recommended Action: It is recommended that the City Council reject the claims submitted by Keith Burton, Juan Pablo Saucedo and Dason Melius

**PUBLIC HEARING**

**7. ADOPTING NEW FACILITY RESERVE FEE FOR TREATED WATER CAPACITY IN THE BRACKISH WATER DESALINATION FACILITY REPLACING THE EXISTING CHARGE FOR CAPACITY IN CONTRA COSTA WATER DISTRICT'S RANDALL-BOLD WATER TREATMENT PLANT**

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

- 1) Approving the *Technical Memorandum – Facility Reserve Fee for Brackish Water Desalination Facility Assets*, dated April 30, 2024, and prepared by Pavletic Consulting LLC (the “Study”);
- 2) Adopting a new Facility Reserve Fee for Treated Water Capacity based on the Study;
- 3) Repealing and superseding the existing Facility Reserve Fee for Treated Water Capacity; and
- 4) Directing the Acting City Manager or his designee to notify Contra Costa Water District pursuant to the *Treated Water Service Amendatory Agreement* between the City and Contra Costa Water District that it is capping its capacity right thereunder.

## **COUNCIL REGULAR AGENDA**

### **8. DISCUSSION ITEM: JUST CAUSE EVICTION DRAFT ORDINANCE**

Recommended Action: It is recommended that the City Council:

- 1) Review, discuss, and provide feedback to staff on the staff report and draft Just Cause Eviction Ordinance; and
- 2) Direct staff to:
  - a) Add, delete, modify or retain provisions of the draft Just Cause Eviction Ordinance and return to the City Council for further review;
  - b) Prepare a final version of the Just Cause Eviction Ordinance and introduce it at an upcoming city council meeting;or
  - c) Take no further action.

### **9. SALES TAX CITIZENS' OVERSIGHT COMMITTEE APPOINTMENTS FOR THE VACANCIES EXPIRING MARCH 2026 AND MARCH 2028**

- Recommended Action:
- 1) It is recommended that the Mayor nominate the candidates for appointment.
  - 2) It is recommended that the City Council adopt a resolution approving the Mayor's appointment of Cortney L. Jones to the Sales Tax Citizens' Oversight Committee for the vacancy expiring March 2028.
  - 3) It is recommended that the City Council adopt a resolution approving the Mayor's appointment of Katherine Mundhenk to the Sales Tax Citizens' Oversight Committee for the partial-term vacancy expiring March 2026.

## **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.*



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Special Meeting of May 14, 2024

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

**SUBMITTED BY:** Dawn Merchant, Finance Director 

**APPROVED BY:** Kwame P. Reed, Acting City Manager

**SUBJECT:** Fiscal Year 2023-25 Mid-Year Budget Review

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### **RECOMMENDED ACTION**

It is recommended that the City Council provide input and direction on the draft mid-year budget options and adjustments to the fiscal year 2023-25 budget.

### **FISCAL IMPACT**

The fiscal impact of all requested amendments is outlined in the report.

### **DISCUSSION**

The City is nearing the end of the first year (FY24) of the two-year budget cycle. A mid-year budget review is being presented to incorporate any changes that have come to fruition since the November 2023 budget update. While this review will focus primarily on the General Fund, there are amendments to other funds included in Attachment B.

### **General Fund Revenues**

Overall revenue projections are being increased by \$362,636 in fiscal year 2024 for total projected revenue of \$94,935,121 and increased by \$133,615 in fiscal year 2025 for total projected revenue of \$97,111,574. The increase in fiscal year 2024 is mainly attributable to \$1M increase in projected interest income and \$575,000 increase in business license revenues netted with \$950,000 projected decrease in sales tax (including Measure W), and \$310,818 decrease in PG&E electric and gas franchise tax revenue. The increase in fiscal year 2025 is mainly due to an increase in projected interest income and business license revenues netted with a \$950,000 projected decrease in sales tax (including Measure W). The PG&E franchise tax revenue has not been adjusted down in fiscal year 2025, anticipating that the recent rate increases instituted by PG&E will negate the decrease in the tax received in fiscal year 2024.

### **General Fund Expenditures**

Fiscal year 2024 expenditures are being decreased \$487,866 for total projected expenditures of \$100,435,454 and fiscal year 2025 expenditures are being increased \$458,053 for total projected expenditures of \$103,436,423.

### ***Fiscal Year 2024 Expenditures***

The \$487,866 decrease in expenditures in fiscal year 2024 is the net effect of cost increases netted with vacancy savings. The most significant increases are due to \$1.6M in legal fees and claims payments, which is due to police department claims, investigations, and litigation, \$400,000 increase in contract engineering services due to continued vacancies and \$75,535 for PG&E electric and gas rate increases. Savings from vacant positions offset a large portion of these large expenditure increases in the General Fund, providing a net decrease in projected expenditures of \$487,866. The \$500,000 committed for litigation reserve in FY24 is being utilized for the legal cost increase, which is due to police department related litigation, thus releasing the amount of fund balance set aside for litigation in FY24 only and will affect the calculation of June 30, 2024 unassigned fund balance.

### ***Fiscal Year 2025 Expenditures***

Projected expenditures in fiscal year 2025 are increasing a net of \$458,053. The most significant factors attributing to this net increase are:

- Approximately \$1.3M increase in liability and workers compensation insurance premiums in FY25. FY25 preliminarily released rates from MPA increase exponentially. This increase impacts funds across the board, with the General Fund bearing much of the increase (\$746,339). The amendments are included in Attachments A & B.
- Increase in PG&E electric and gas charges as a result of rate increases recently passed. The total City-wide impact is projected to be approximately \$1M, with \$151,070 allocated to the General Fund.
- Increase in subsidies to the Marina, Animal Services and Recreation totaling \$233,418 as a result of liability insurance and PG&E increases.
- Recognizing an additional \$1M in Police Department vacancy savings, thus reducing impact of FY25 increases outlined above.

### **Staffing Requests**

The following staffing requests for fiscal year 2025 are being requested by departments:

1. Funding of an Administrative Analyst II/III in Capital Improvement in lieu of an Administrative Analyst I – This reclassification of the position to a higher level is being requested by Public Works to align the position to coincide with the workload and responsibilities currently assigned to the Administrative Analyst I position. The position is currently funded from the General Fund, Gas Tax Fund, Water Fund and Sewer Fund. The estimated impact of the cost differential of the position ranges from \$18,450 to \$38,819 depending on the promotional level, with 25% of the cost allocated to the General Fund.
2. General Laborer (Public Works) – This position is being requested to eliminate budgeted part-time positions to provide consistent and continuous maintenance services in parks. The estimated cost to the General Fund would be partially offset with a reduction in part-time help for a net salary and benefit cost of \$83,807 (net of FY25 part-time help budget of \$53,430).

3. Two (2) Water Distribution Operators I/II (Public Works) – These positions are being requested due to the increase in backflow testing required for 1,500 new households from developments. \$200,000 in FY25 overtime budgeted will be able to be reduced and offset some of the cost of the positions. The estimated salary and benefit cost range is \$134,582 to \$171,439 per position to be funded from the Water Fund.
4. Two (2) Water Treatment Plant Operators (Public Works) – These positions are being requested to meet increased work demand for commissioning of the new Reverse Osmosis and River Pump facilities and ensure service and coverage continues uninterrupted as the Water Treatment Plant runs 24/7. The estimated salary and benefit cost range for two positions is \$389,486 to \$507,056 depending on the certification level of the person hired and would be funded from the Water Fund.
5. Water Treatment Maintenance Worker I/II/III (Public Works) – This position is being requested to cover the additional maintenance and repairs activities that will be required with the new Reverse Osmosis and River Pump facilities coming online. The estimated salary and benefit cost range is \$147,636 to \$216,684 depending on the level and certification of the person hired and would be funded from the Water Fund.
6. Water Treatment Instrument Technician I/II (Public Works) – This position is being requested to help maintain and repair instrumentation at the Water Treatment Plant as it is updated to ensure uninterrupted service. The estimated salary and benefit cost range is \$159,260 to \$216,684 depending on the level and certification of the person hired and would be funded from the Water Fund.
7. Fund one (1) Equipment Mechanic I/II position in lieu of one (1) Fleet Technician (PW) - Focusing recruitment efforts on filling the Equipment Mechanic position rather than the Fleet Service Technician enables the City to attract candidates with broader experience, greater versatility, and fewer limitations. By focusing on candidates with significantly fewer limitations, we anticipate a substantial reduction in our reliance on external contracted repairs. This change will empower staff to deliver faster, more efficient, and higher-quality work and service to the City of Antioch.

Currently, the Technician's role is primarily limited to service tasks and requires supervision. However, if we were to bring in another Equipment Mechanic, they would have the capacity to not only perform service but also undertake repairs independently. This would essentially double repair capabilities, significantly reducing the need for contracted outside repairs. By expanding in-house repair capabilities, we can improve efficiency, decrease turnaround times, and elevate the quality of our service. The cost differential in funding a Mechanic in lieu of a Technician ranges from a small budget savings of \$2,006 to an increased cost of \$20,111 depending on the level the position is filled at and would be funded from the Vehicle Maintenance Fund.

8. Two (2) Community Service Officers (CSOs) (Police) – These positions are being requested to replace the existing contract with SP Plus for parking enforcement.



The estimated salary and benefit cost for two positions is \$329,735, which would be partially offset by cancellation of the SP Plus contract budgeted at \$260,000 resulting in a net cost of \$69,735.

9. Fund one (1) Human Resources Specialist position in lieu of one (1) Human Resources Technician (HR) - The job classification change of an existing funded position is being requested to recognize the higher level of duties needed in an HR position to effectively accomplish tasks of HR. HR currently has 3 funded Human Resources Technician positions in the adopted budget. The HR Specialist will work on recruitment, as well as assist with workers' compensation, safety program, benefits administration, and provide assistance with higher level tasks that will support the Risk Manager and HR Analyst. With the increasing number of employees, additional support is necessary to manage and maintain current employees' benefits and mandated regulatory trainings. The cost differential of the position which would be funded from the General Fund is \$31,333.
10. Fund one (1) Building Inspector position in lieu of one (1) Code Enforcement Officer (Community Development) – This position is being requested to fund one Building Inspector position instead of one vacant Code Enforcement Officer position. Building inspections have increased steadily over the last four calendar years and the Building Inspection Services Manager is operating as an inspector out in the field to continue to provide services with reasonable 48 – 72 hour turnaround times and next-day for urgent inspections. The addition of a full time Building Inspector will improve scheduling and response times, completeness of inspection data capture, accuracy of plan review and examination, and allow for improved management of the Division as a whole. The estimated cost differential of funding a Building Inspector II with Certificate instead of a Code Enforcement Officer with Certificate is \$18,549 and would be funded by the General Fund.
11. Increase Recreation Part-Time Help Budget – Recreation is requesting an increase of \$83,063 in part-time help budgeted in both FY24 and FY25 for:
  - Support for expanding Youth Services Programs
  - Expanded support for Theater programs (in the old days, staff would simply check keys out to the theater instead of staffing, also no janitorial service used to be provided)
  - Expanded rentals (which is off-set by revenue)
  - Expanded recreation programming
  - Increased need for janitorial services, performed by part-time staffAlthough accounted for in the Recreation Special Revenue Fund, the budget increase would require an increase in the General Fund subsidy in each fiscal year.

### **Other Requests**

1. City Council has previously expressed the desire to have a budget allocation available to use for community events in each District. Direction is requested if City Council would like to add \$2,000 for each District and \$4,000 for the Mayor for City-Wide events for a total of \$12,000 in funding from the General Fund in FY25.

2. \$80,000 from the General Fund in FY25 for the mural program.
3. \$60,000 from the General Fund in FY25 to update the City's Cost Allocation and Fee Structure. The City last conducted a comprehensive cost allocation and fee study in 2018 to analyze fees charged by the City to the public and interfund allocations between internal City funds to ensure fees are structured to adequately cover the cost of services provided. Minimal updates have been requested by staff through the City's annual Master Fee review. It is fiscally prudent to have a thorough review of fees at least every five years to ensure fees charged are in parity to the cost of providing services so that the City is not subsidizing cost of services.
4. \$100,000 increase in General Fund funding in FY25 for outsourcing internal affairs investigations in the Police Department. Outsourcing to an independent entity can enhance the process's credibility and impartiality, as external investigators are less likely to have conflicts of interest with the department's personnel. It will also bring specialized expertise and resources that the department may lack, improving the thoroughness and quality of investigations. Furthermore, this approach can strengthen public trust, as it demonstrates the department's commitment to transparency and accountability in addressing misconduct.
5. \$140,000 from the General Fund in FY25 to purchase two (2) new to fleet vehicles for parking enforcement (if the two additional CSO positions are approved).
6. \$500,000 from the General Fund to continue the replacement of EBRCS radios for the Police and other City departments. The radios are reaching the end of their useful lives and will cost approximately \$2M to replace them all. Replacement began in FY24 and \$500,000 is being requested to stagger replacement over four fiscal years in total (FY24, FY25, FY26 and FY27). The requests for FY26 and FY27 will be included in the next upcoming two-year budget cycle next year.
7. \$10,099 increase in the City Council FY25 General Fund budget to join the United States Conference of Mayors enabling the City to apply for several grants we would not otherwise be eligible for. Membership fees will increase 3% thereafter.
8. \$210,000 in FY24 and \$350,000 in FY25 from the General Fund for 8000 sq. ft. of concrete replacement at City parks and other parks maintenance work. The FY25 budget figure requested anticipates contract price increases when the City goes out to bid for services.
9. \$85,000 in FY25 for extra tree work in the Street Light & Landscape Districts. Funding for this request would require an increase in the General Fund contribution to the Districts.

**Attachment C** lists all positions and other budget requests in tabular format with associated costs. As shown in the table, FY24 costs of staffing and other budget requests total \$293,063; FY25 General Fund staffing and other budget requests total \$1,633,291 and FY25 staffing requests for other funds total \$1,132,527. Other budget requests are one-time in occurrence while any staffing approved will impact FY25 and each outlying

fiscal year budget. **Attachment D** provides General Fund projections with amendments outlined in Attachment A and then projections with staffing and other budget requests.

**Budget Summary**

The table on the next page is a budget summary incorporating required amendments from **Attachment A**. This budget **does not** include staffing and other budget requests outlined in Attachment C.

**Budget Summary Table**

	<b>2023-24 Revised</b>	<b>2024-25 Revised</b>
<b>Beginning Balance, July 1</b>	<b>\$37,899,927</b>	<b>\$32,399,594</b>
<b>Revenue Source:</b>		
Taxes	57,360,985	59,291,803
1% Sales Tax	20,118,263	20,594,826
Licenses & Permits	2,750,240	2,750,240
Fines & Penalties	40,100	75,100
Investment Income & Rentals	1,665,000	1,175,000
Revenue from Other Agencies	890,314	188,615
Current Service Charges	4,861,885	5,089,502
Other Revenue	2,622,621	520,200
Transfers In	4,625,713	7,426,288
<b>Total Revenue</b>	<b>94,935,121</b>	<b>97,111,574</b>
<b>Expenditures:</b>		
Legislative & Administrative	6,277,726	7,082,612
Finance	1,884,071	2,274,530
Nondepartmental	9,529,308	6,282,679
Public Works	14,737,733	14,499,591
Police Services	52,509,338	55,284,032
Police Services-Animal Support	2,197,978	2,438,220
Recreation/Community Svcs.	4,528,370	4,629,312
Pub. Safety & Community Resources	2,394,597	3,049,495
Community Development	6,376,333	8,895,952
<b>Total Expenditures</b>	<b>100,435,454</b>	<b>104,436,423</b>
<b>Budget Stabilization Transfer</b>	<b>0</b>	<b>6,324,849</b>
<b>Surplus/(Deficit)</b>	<b>(5,500,333)</b>	<b>0</b>
<b>Ending Balance, June 30</b>	<b>\$32,399,594</b>	<b>\$32,399,594</b>
Committed-Comp. Absences	150,000	150,000
Committed-Litigation Reserve	0	500,000
Committed-Comm. Dev. Fees	1,106,493	222,904
Assigned – Encumbrances & Projects	0	0
<b>Unassigned Fund Balance</b>	<b>\$31,143,101</b>	<b>\$31,526,690</b>
<b>Percentage of Revenue</b>	<b>32.80%</b>	<b>32.46%</b>

The General Fund is projected to meet the required minimum reserve each fiscal year. While the deficit spending in FY24 is a result of the carryover of encumbrances and

projects from FY23, FY25 is out of balance without the budget stabilization transfer. While this indicates a revenue problem, that is, the City is not generating enough revenue to support General Fund services, it also reflects a spending problem. Projected expenditures in FY25 exceed revenues by \$6,324,849, and this figure includes additional vacancy savings being recognized. The City will not be able to continually sustain an out of balance budget relying on the Stabilization Fund as our vacancy rate decreases. The balance of the Stabilization Fund is projected to be \$30,002,529 at the end of FY25. It will be important for the City Council to prioritize spending in the upcoming two-year budget cycle that will begin in early 2025.

### **ARPA AND ONE TIME REVENUE ALLOCATIONS**

The City of Antioch received a total of \$21,550,900 in ARPA funds. **Attachment E** provides the list of programs/projects approved for funding by the City Council. All funds have been allocated but not fully spent as of March 31, 2024. Funds must be obligated (in contract) or expended by December 31, 2024. Funds obligated by December 31, 2024 but not yet spent, have to be spent by December 31, 2026.

The Public Safety and Community Resources (“PSCR”) Department is requesting an increase in the contract with Felton Institute for the Angelo Quinto Community Response Team (“AQCRT”). ARPA funds in the amount of \$3.6M were approved for mental health response. The current contract with Felton Institute, set to expire on November 30, 2024, has proven to be instrumental in providing essential services, particularly through the AQCRT. Given the remarkable outcomes and the indispensable role played by the Felton Institute, PSCR propose extending the current agreement through November 30, 2025. Between July and December 2023, the AQCRT responded to an impressive 2,697 non-life-threatening 911 calls. These calls encompassed a range of crucial services, including mental health assistance, de-escalation interventions, and welfare checks. The team's proactive engagement and seamless coordination with the Antioch Police Department have rendered them an invaluable resource for our community.

The success of the AQCRT underscores the critical importance of continuing and expanding their services. As anticipated by Interim Police Chief Addington, there is a projected increase in call volumes, particularly during warmer weather months. To effectively manage this surge and maintain optimal response times, it is imperative to enhance the resources allocated to the AQCRT. By bolstering the AQCRT's resources, we can mitigate the risk of delays in responding to community needs, thereby enhancing public safety.

The PSCR Department is requesting a 1-year contract extension with Felton Institute for the AQCRT through November 1, 2025 in the amount of \$2,100,000. In order to fund the increase with ARPA, City Council would need to consider re-allocating funds from other approved budgets.

**Attachment E** outlines the approved ARPA allocations. \$1,377,841 of funds were dedicated to project Homekey, with an additional \$1,122,159 in one-time revenues out of the General Fund for a total Homekey match of \$2.5M. As the City did not find it viable to apply for the last round of Homekey, City Council could consider using the \$1,377,841

of the ARPA portion towards the contract extension. The remaining difference of \$722,160 (from the \$2.1M contract increase request) could be re-allocated from the \$4.3M for the Public Safety and Community Resources Facility. The amount was originally based on a very loose estimate of rehabilitating the building on W. 10<sup>th</sup> Street, which was later determined to be over \$12M to rebuild. City Council recently approved the purchase of the old PG&E facility which will now house the PSCR Department and other City staff. It is estimated that after purchase and furniture/interior redesign costs, approximately \$1.7M will remain out of the \$4.3M budget.

If City Council concurs, City Council will need to consider how to allocate the remaining ARPA funds that were budgeted for the facility, approximately \$1M. In addition, City Council direction for use of the one-time revenues dedicated to Homekey match in the amount of \$1,122,159 is requested. Possibilities include (but not limited to):

1. Continue to hold for future Homekey/housing grant applications
2. Waterpark facility repairs
3. EBRCS radio replacement
4. Use for "Other Budget Requests" totaling \$210,000 in FY24 and \$1,337,099 in FY25 that are one-time in nature (refer to Attachment C for detail)
5. Return to General Fund reserves
6. Pay down Police Supplementary Plan unfunded liability (\$389,929)

### **OTHER FUND BUDGET ADJUSTMENTS**

Budget amendments for other funds are outlined in **Attachment B**. The most significant adjustments to expenditures included are to account for the increase in liability insurance premiums and PG&E rate increases allocated to various funds.

For the Sewer Enterprise Fund, with the amendments required for insurance and banking costs, estimated reserves are falling precariously low (refer to Attachment F). Revenue from sewer service charges must adequately fund sewer utility operations, capital costs, reserves and any bonded debt related to the provision of sewer service.

Following a Proposition 218 process, a Sewer Rate study was adopted with sewer rate increases approved on June 8, 2021 (Attachment G), however, sewer rate increases were only implemented effective July 1, 2021 and have not been increased since in accordance with the adopted rate study and approved increases.

The intermission of rate increases has created low cash flow needed to adequately maintain operational and capital needs of the Sewer Enterprise Fund. In order to keep the Sewer fund solvent, the City must resume implementation of the approved rate increases.

The City can charge up to the amount of the increase approved in the Proposition 218 notice and City Council resolution for the applicable year. We are requesting City Council guidance for the amount of the increase to include in the Master Fee Schedule that will be going to City Council on May 28<sup>th</sup>.

The City Council could choose to resume the rate increases with one of the provided options.

- Implement increases for FY25, effective July 1, 2024, in accordance with the table included in Resolution No. 2021/102 (rates are currently still at the rates imposed in the FY22 column that is in the resolution).
- Stagger rate increases to “catch-up” and phase in rate increases not implemented July 1, 2022 and July 1, 2023 and coming up on July 1, 2024. A proposed method would be to:
  - Implement July 1, 2022 rates effective July 1, 2024 through December 31, 2024; then
  - Implement July 1, 2023 rates effective January 1, 2025 through June 30, 2025; and then
  - Implement July 1, 2024 rates effective July 1, 2025 through December 31, 2025; and finally
  - Implement July 1, 2026 rates effective January 1, 2026 through June 30, 2026
- Implement annual increases without “catching up”. The implemented rate would remain two years behind the recommended rate for the duration of the study.
  - Implement July 1, 2022 rates effective July 1, 2024 through June 30, 2025
  - Implement July 1, 2023 rates effective July 1, 2025 through June 30, 2026

### **NEXT STEPS**

We are asking Council to provide direction on the budget this evening which will be incorporated into a final draft to be brought back June 11<sup>th</sup> for a resolution adopting amendments.

### **ATTACHMENTS**

- A.** General Fund Budget Amendments
- B.** Other Fund Mid-Year Amendments
- C.** Staffing and Other Budget Requests
- D.** General Fund Projections
- E.** Approved ARPA Allocations
- F.** Sewer Fund Budget & Reserves
- G.** Resolution 2021/102 Approving Sewer Rate Increases



**ATTACHMENT A  
GENERAL FUND BUDGET AMENDMENTS - FY24 & FY25**

	<u>FY24</u> <u>Amendment</u>	<u>FY25</u> <u>Amendment</u>
<b>Revenues:</b>		
Taxes	\$ (432,662)	\$ (380,000)
Revenue from Other Agencies	94,289	38,615
Licenses & Permits	-	-
Fines & Penalties	(35,000)	-
Service Charges	(118,727)	(25,000)
Investment Income & Rentals	1,000,000	500,000
Miscellaneous Revenue	(189,969)	-
Transfers In	44,705	-
<b>Total Revenue Amendments</b>	<b>\$ 362,636</b>	<b>\$ 133,615</b>
<b>Total Revised Revenues</b>	<b>\$ 94,935,121</b>	<b>\$ 97,111,574</b>
<b>Expenditures:</b>		
Operating Expenditures	\$ (554,109)	\$ 224,635
Transfers Out - Marina	-	64,375
Transfers Out - Animal Services	-	25,443
Transfers Out - Recreation	66,243	143,600
<b>Total Expenditure Amendments</b>	<b>\$ (487,866)</b>	<b>\$ 458,053</b>
<b>Total Revised Expenditures</b>	<b>\$ 100,435,454</b>	<b>\$ 103,436,423</b>
<b>Budget Stabilization Transfer In</b>	<b>\$ -</b>	<b>\$ 1,073,934</b>
<b>Total Revised Transfer</b>	<b>\$ -</b>	<b>\$ 6,324,849</b>

**ATTACHMENT B  
OTHER FUND BUDGET AMENDMENTS - FY24 & 25**

<b>Fund/Category</b>	<b>FY24 Amendment</b>	<b>FY25 Amendment</b>	<b>Purpose</b>
<b>Loss Control Internal Service Fund:</b>			
Revenues	412,000	-	Increase interest projections/Billings to dept. for insurance
Expenditures	(35,338)	211,356	FY25 Workers Comp premium increase
<b>NPDES Special Revenue Fund:</b>			
Expenditures	-	8,226	Insurance premium increase
<b>Solid Waste Special Revenue Fund:</b>			
Revenues	16,987	-	Interest earnings and misc. revenues projection increase
Expenditures	-	2,691	Insurance premium increase
<b>Recreation Special Revenue Fund:</b>			
Revenues			
Expenditures	66,243	143,600	Corr. IT support allocation budget/PG&E rate increase/insurance
Transfers In	66,243	143,600	Increase GF subsidy expense increases
<b>Housing Successor Special Revenue Fund:</b>			
Revenues	(154,591)	(252,210)	Adjust loan payoff/interest accruals
Expenditures	75,000	-	Increase Shelter Inc budget per approved Action Plan
<b>CDBG RLF Special Revenue Fund:</b>			
Revenues	(155,260)	(157,957)	Adjust loan interest accruals
<b>Byrne Grant Special Revenue Fund:</b>			
Revenues	47,058	-	Budget for 2022 JAG grant allocation
Expenditures	2,353	-	Budget for 2022 JAG grant spending
Transfers Out	44,705	-	Budget for 2022 JAG grant spending
<b>Gas Tax Special Revenue Fund:</b>			
Revenues	64,726	-	Grant reimbursement for Local Roadway Safety Plan
Expenditures	20,725	41,450	PG&E rate increase
<b>Information Systems Fund:</b>			
Expenditures	25,000	225,157	DUO security multi-factor authentication software/insurance prem./phone system upgrade/PTH for GIS software implementation
<b>Budget Stabilization Fund:</b>			
Transfers Out	-	1,073,934	Revise for General Fund amendments
<b>Vehicle Maintenance Fund:</b>			
Revenues	10,000	-	Increase interest projections
Expenditures	6,622	77,792	PG&E rate increase/insurance premium increase/parts & tools needed
<b>Vehicle Replacement Fund:</b>			
Revenues	244,812	-	Increase interest projections/increase replacement funds
Expenditures	117,737	427,802	Additional vehicles needed
<b>Opioid Settlement Abatement Trust Special Revenue Fund:</b>			
Revenues	3,894	-	Budget for current year funds received
<b>Opioid Settlement - Jansen Special Revenue Fund:</b>			
Revenues	11,996	-	Increase budget for current year funds received
<b>Opioid Settlement - Distributor Special Revenue Fund</b>			
Revenues	10,039	-	Increase budget for current year funds received
<b>Kaiser Public Benefit District Fund:</b>			
Revenues	56,000	1,000	Budget for interest earnings
Expenditures	1,948,737	-	Reimbursement required under agreement
<b>Measure J Special Revenue Fund:</b>			
Revenues	175,567	-	Increase for actual Measure J funds received
Expenditures	20,000	-	Increase budget for staff time charged to projects
<b>Park in Lieu</b>			
Revenues	50,000	-	Increase project Park in Lieu fees collected
Transfers Out	(250,000)	(250,000)	Remove transfer to Development Impact - Parks
<b>Development Impact Fee - Parks</b>			
Transfers In	(250,000)	(250,000)	Remove transfer to Park in Lieu
<b>Development Impact Fee - Police</b>			
Expenditures	280,436	-	Increase in patrol vehicles purchased
<b>Water Enterprise Fund:</b>			
Revenues	17,225,473	1,219,080	Reconcile grant/SRF funds retention & re-allocate to FY25/interest/fee projections
Expenditures	70,412	3,098,522	SRF loan interest/banking fees/PG&E increase/insurance premium increase/vacancy savings/increase water purchases
<b>Sewer Enterprise Fund:</b>			
Revenues	100,000	-	Increase projected interest income
Expenditures	(64,990)	468,012	Vacancy savings/Banking fees increase/insurance premium increase/OT projection increase
<b>Marina Enterprise Fund:</b>			
Revenues	(37,500)	(38,500)	Reduce rent for cancelled lease
Transfers In	-	64,375	Increase Gen Fund transfer for revenue/expenditure amendments
Expenditures	8,514	25,875	PG&E rate increase/insurance premium increase
<b>Capital Improvements Fund:</b>			
Revenues	(346,941)	-	Reduce TDA project reimbursement to actual/NE Annexation revenues
Expenditures	(69,365)	-	TDA project paid in prior year
<b>Traffic Signal Special Revenue Fund:</b>			
Revenues	15,000	5,000	Increase projected interest earnings
Expenditures	(28,588)	-	Traffic signal project pushed out to FY27

**ATTACHMENT B  
OTHER FUND BUDGET AMENDMENTS - FY24 & 25**

<b>Fund/Category</b>	<b>FY24 Amendment</b>	<b>FY25 Amendment</b>	<b>Purpose</b>
<b>Child Care Special Revenue Fund:</b>			
Revenues	2,000	-	Increase interest earning projection
Expenditures	391	419	Insurance premium increase/Council forgiveness of Lynn House rent
<b>Civic Arts Special Revenue Fund:</b>			
Revenues	3,000	-	Increase interest earning projection
Expenditures	6,449	636	Insurance premium increase/Council forgiveness of Lynn House rent
<b>Animal Services Special Revenue Fund:</b>			
Transfers In	-	25,443	Adj Gen Fund transfer for amendments
Expenditures	-	25,443	Insurance premium increase
<b>SLLMD Special Revenue Funds:</b>			
Transfers In	-	11,575	Increase transfers between SLLMD funds for expenditure amendments
Transfers Out	-	11,575	Increase transfers between SLLMD funds for expenditure amendments
Expenditures	-	46,575	Insurance premium increase/slurry trails in District 1A
<b>Federal Asset Forfeiture Special Revenue Fund:</b>			
Revenues	23,554	-	Increase revenues for YTD actuals received

**ATTACHMENT C  
STAFFING AND OTHER BUDGET REQUESTS**

		<b>FY24 General Fund Cost</b>	<b>FY25 General Fund Cost</b>	<b>FY25 Other Fund Cost</b>
<b>STAFFING</b>				
Administrative Analyst II/III in Lieu of Administrative Analyst I	Public Works	\$ -	\$ 9,705	\$ 29,114
General Laborer Reduce Part-Time Help	Public Works	-	137,237 (53,430)	-
Two (2) Water Distribution Operators I/II Reduce overtime	Public Works	-	-	342,878 (200,000)
Two (2) Water Treatment Plant Operators	Public Works	-	-	507,056
Water Treatment Maintenance Worker I/II/III	Public Works	-	-	216,684
Water Treatment Instrument Technician I/II	Public Works	-	-	216,684
Equipment Mechanic I/II in Lieu of Fleet Technician	Public Works	-	-	20,111
Two (2) Community Service Officers Cancel SP Plus parking contract	Police	-	329,735 (260,000)	-
Human Resource Specialist in Lieu of Human Resources Technician	Human Resources	-	31,333	-
Recreation Part-Time Help	Recreation	83,063	83,063	-
Building Inspector in Lieu of Code Enforcement Officer	Community Development	-	18,549	-
	<b>TOTAL STAFFING COSTS</b>	<b>\$ 83,063</b>	<b>\$ 296,192</b>	<b>\$ 1,132,527</b>
<b>OTHER BUDGET REQUESTS</b>				
City Council Community Events	City Council	\$ -	\$ 12,000	\$ -
United States Conference of Mayors membership	City Council	-	10,099	-
Mural Program	Recreation	-	80,000	-
Cost Allocation and Fee Study	Finance	-	60,000	-
EBRCS	Police	-	500,000	-
Outsource of Internal Investigations	Police	-	100,000	-
Two Vehicles for Parking Enforcement	Police	-	140,000	-
Concrete replacement various parks	Public Works	210,000	350,000	-
Extra tree work in SLLMD	Public Works	-	85,000	-
	<b>TOTAL OTHER BUDGET COSTS</b>	<b>\$ 210,000</b>	<b>\$ 1,337,099</b>	<b>\$ -</b>
	<b>GRAND TOTAL BUDGET COST</b>	<b>\$ 293,063</b>	<b>\$ 1,633,291</b>	<b>\$ 1,132,527</b>

**GENERAL FUND PROJECTIONS 5.14.24**

	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>
Beginning Fund Balance	\$37,899,927	\$32,399,594	\$32,399,594	\$32,399,594	\$32,399,594
Taxes	57,360,985	59,291,803	61,401,371	63,149,724	64,951,394
1% Sales Tax	20,118,263	20,594,826	21,448,100	22,005,800	22,545,500
Services Charges/Permits	7,612,125	7,839,742	7,687,619	7,958,646	8,234,520
All Other Revenues	5,218,035	1,958,915	1,532,300	1,542,300	1,552,300
Transfers In	4,625,713	7,426,288	4,468,140	4,531,608	4,597,381
Total Revenues	94,935,121	97,111,574	96,537,530	99,188,078	101,881,095
% Change		2%	-1%	3%	3%
Personnel	56,110,098	67,832,839	73,174,770	76,047,584	78,685,384
Services/Supplies/Transfers	44,325,356	35,603,584	35,897,897	36,267,825	37,594,173
Total Expenditures	100,435,454	103,436,423	109,072,667	112,315,409	116,279,557
% Change		3%	5%	3%	4%
<b>Transfer In Budget Stabilization</b>	<b>-</b>	<b>6,324,849</b>	<b>12,535,137</b>	<b>13,127,331</b>	<b>440,061</b>
<b>Surplus/(Deficit)</b>	<b>(5,500,333)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(13,958,402)</b>
<b>Ending Fund Balance</b>	<b>\$32,399,594</b>	<b>\$32,399,594</b>	<b>\$32,399,594</b>	<b>\$32,399,594</b>	<b>\$18,441,193</b>
<b>Committed</b>	<b>1,256,493</b>	<b>872,904</b>	<b>1,095,204</b>	<b>1,319,850</b>	<b>1,546,889</b>
<b>Unassigned</b>	<b>\$31,143,101</b>	<b>\$31,526,690</b>	<b>\$31,304,390</b>	<b>\$31,079,744</b>	<b>\$16,894,304</b>
<b>Unassigned %</b>	<b>32.80%</b>	<b>32.46%</b>	<b>32.43%</b>	<b>31.33%</b>	<b>16.58%</b>

\*Budget Stabilizations funds depleted FY28

**GENERAL FUND PROJECTIONS 5.14.24 - WITH STAFFING AND OTHER BUDGET REQUESTS**

	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>
Beginning Fund Balance	\$37,899,927	\$32,106,531	\$32,106,531	\$32,106,531	\$31,593,993
Taxes	57,360,985	59,291,803	61,401,371	63,149,724	64,951,394
1% Sales Tax	20,118,263	20,594,826	21,448,100	22,005,800	22,545,500
Services Charges/Permits	7,612,125	7,839,742	7,687,619	7,958,646	8,234,520
All Other Revenues	5,218,035	1,958,915	1,532,300	1,542,300	1,552,300
Transfers In	4,625,713	7,426,288	4,468,140	4,531,608	4,597,381
Total Revenues	94,935,121	97,111,574	96,537,530	99,188,078	101,881,095
% Change		2%	-1%	3%	3%
<b>STAFFING/OTHER BUDGET</b>	<b>293,063</b>	<b>1,633,291</b>	<b>305,078</b>	<b>314,230</b>	<b>323,657</b>
Personnel	56,110,098	67,832,839	73,174,770	76,047,584	78,685,384
Services/Supplies/Transfers	44,325,356	35,603,584	35,897,897	36,267,825	37,594,173
Total Expenditures	100,728,517	105,069,714	109,377,745	112,629,639	116,603,214
% Change		4%	4%	3%	4%
<b>Transfer In Budget Stabilization</b>	<b>-</b>	<b>7,958,140</b>	<b>12,840,215</b>	<b>12,929,023</b>	<b>-</b>
<b>Surplus/(Deficit)</b>	<b>(5,793,396)</b>	<b>-</b>	<b>-</b>	<b>(512,538)</b>	<b>(14,722,120)</b>
<b>Ending Fund Balance</b>	<b>\$32,106,531</b>	<b>\$32,106,531</b>	<b>\$32,106,531</b>	<b>\$31,593,993</b>	<b>\$16,871,874</b>
<b>Committed</b>	<b>1,256,493</b>	<b>872,904</b>	<b>1,095,204</b>	<b>1,319,850</b>	<b>1,546,889</b>
<b>Unassigned</b>	<b>\$30,850,038</b>	<b>\$31,233,627</b>	<b>\$31,011,327</b>	<b>\$30,274,143</b>	<b>\$15,324,985</b>
<b>Unassigned %</b>	<b>32.50%</b>	<b>32.16%</b>	<b>32.12%</b>	<b>30.52%</b>	<b>15.04%</b>

# ATTACHMENT E

## APPROVED ARPA ALLOCATIONS

	<u>Budget</u>
MAP	\$ 625,000.00
Mental Health Crisis Response	3,600,000.00
Bridge Housing Lease	2,600,000.00
Bridge Housing Support Services	3,100,000.00
Meals on Wheels	25,000.00
Small Business Grants	500,000.00
Façade Improvement Grants	500,000.00
Small Business Support	1,500,000.00
Wi-Fi Install Downtown/Maintenance	110,000.00
Homekey Match*	1,377,841.00
<b>Government Services Category</b>	
Prewett Perimeter Fence (Govt Services)	500,000.00
Pub Safety Comm Resources Facility (Govt Services)	4,300,000.00
Government Services (offset FY25 GF Expenses)	2,813,059.00
<b>Total ARPA money received</b>	<b>\$ 21,550,900.00</b>

**\*City Council approved \$1,122,159 in one-time revenues towards Homekey Match, for a total of \$2.5M of match funds**



## ATTACHMENT F

<b>SEWER FUND SUMMARY (621)</b>			
<b>Statement of Revenues, Expenditures and Change in Net Position</b>			
	<b>2022-23 Actual</b>	<b>2023-24 Revised</b>	<b>2024-25 Revised</b>
<b>Beginning Balance, July 1</b>	<b>\$9,698,667</b>	<b>\$8,865,378</b>	<b>\$2,716,020</b>
<b>Revenue Source:</b>			
Investment Income	230,378	100,000	100,000
Charges for Services	7,225,855	7,109,120	7,109,120
Other	19,082	0	0
<b>Total Revenues</b>	<b>7,475,315</b>	<b>7,209,120</b>	<b>7,209,120</b>
<b>Expenditures:</b>			
Personnel	3,649,395	4,083,595	4,859,582
Services & Supplies	3,617,158	4,898,134	4,695,888
Capital Projects	50,552	2,899,448	450,000
Transfers Out	314,679	617,780	414,510
Internal Services	676,820	859,521	859,521
<b>Total Expenditures</b>	<b>8,308,604</b>	<b>13,358,478</b>	<b>11,279,501</b>
<b>Ending Balance, June 30</b>	<b>\$8,865,378</b>	<b>\$2,716,020</b>	<b>(\$1,354,361)</b>

(A)

(A) Reserves include liability for pension, OPEB and leases. Excluding these liabilities would make actual "cash" reserves available a positive \$5,062,012

## ATTACHMENT G

### RESOLUTION NO. 2021/102

#### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO ADOPT A SEWER RATE STUDY AND APPROVE SEWER RATE INCREASES BEGINNING JULY 1, 2021

**WHEREAS**, the Antioch Municipal Code provides for the collection and remitting of sewer service charges;

**WHEREAS**, the City used the services of Municipal Financial Services to provide a report on revenue requirements, cost of service allocations and rate assessment for the sewer utilities;

**WHEREAS**, Municipal Financial Services prepared a report titled "Evaluation of Sewer Enterprise Funds Cash Flow and Rates" dated March 2021 (the "Rate Study");

**WHEREAS**, the Rate Study recommended increases to the City's sewer rates, and demonstrates that the recommended rates do not exceed the reasonable cost of providing sewer collection services;

**WHEREAS**, on February 23, 2021, staff presented findings from the Municipal Financial Services report to Council seeking direction for consideration of future rate adjustments and approval was given to proceed with a Public Hearing Notice; and

**WHEREAS**, in compliance with Article XIII D of the California State Constitution and the Proposition 218 Omnibus Implementation Act, the City of Antioch notified all affected water service customers on April 23, 2021 via mailing of the proposed sewer service charge changes at least forty-five (45) days in advance of the public hearing at which this Resolution is being considered;

**WHEREAS**, on June 8, 2021, the City Council held the duly noticed public hearing, and at its conclusion, the City Clerk tabulated the number of written protests received, if any, and reported that there was not a majority protest of the proposed rates by owners or authorized representatives of identified property owners or ratepayers receiving water services;

**WHEREAS**, after consideration of the Rate Study, the testimony received at the noticed public hearing, the staff report, the background documents to the staff report, and all correspondence received, the City Council desires to adopt the Rate Study and increase the City's sewer rates as recommended by the Rate Study in order to cover the costs necessary to maintain and operate the City's sewer collection system.

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

1. Declares the above recitals are true and correct and are incorporated into this Resolution as findings of the City Council of the City of Antioch.

# ATTACHMENT G

## RESOLUTION NO. 2021/102

June 8, 2021

Page 2

2. Adopts the "Evaluation of Sewer Enterprise Funds Cash Flow and Rates" dated March 2021, attached to and made a part of this Resolution as Exhibit A.
3. Approves the following sewer rate schedule effective July 1, 2021 and amends the Master Fee Schedule to include these updated sewer rates:

	Current	Recommended Five-Year Rate Plan				
	FY21	FY22	FY23	FY24	FY25	FY26
<i>effective dates &gt;</i>	7/1/2019	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
<i>Residential, \$/month per Dwelling Unit</i>						
Single Family	\$14.00	\$15.00	\$16.05	\$17.20	\$18.45	\$19.80
Multiple Family	\$12.70	\$13.40	\$14.35	\$15.40	\$16.50	\$17.70
Apartment/Mobile Home	\$11.10	\$11.95	\$12.90	\$13.95	\$15.10	\$16.35
<i>Nonresidential</i>						
Account Charge, \$/month	\$4.44	\$4.60	\$4.95	\$5.30	\$5.70	\$6.15
Volume Rate, \$/HCF *	\$1.20	\$1.31	\$1.42	\$1.54	\$1.68	\$1.82

\* 1 HCF = approximately 748 Gallons

\* \* \* \* \*

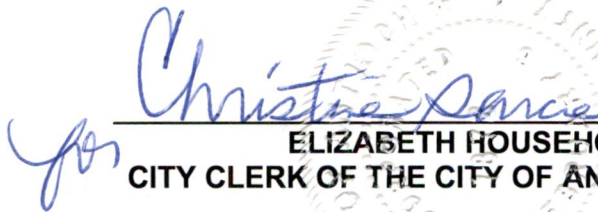
**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 8th day of June, 2021 by the following vote:

**AYES:** Council Members Torres-Walker, Barbanica, Ogorchock, Wilson and Mayor Thorpe

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

  
 ELIZABETH HOUSEHOLDER  
 CITY CLERK OF THE CITY OF ANTIOCH



# ATTACHMENT G

## ATTACHMENT "B"



**City of Antioch**  
**Notice of Public Hearing on Proposed Sewer Rate Increases**  
**Tuesday, June 8, 2021 at 7:00 p.m.**  
 Via Zoom

Para los clientes de habla hispana, una versión de este aviso en español está disponible en el sitio web de la Ciudad de Antioch en [www.antiochca.gov](http://www.antiochca.gov). Anuncios en español también están disponibles en el Alcaldía, en la calle H numero 200, y en la Biblioteca de el Centro Comunitario de Antioch en 4703 Lone Tree Way, Antioch.

### **Public Hearing and Protests**

The Antioch City Council will hold a Public Hearing on proposed sewer rate increases for fiscal years (FY) 2021/22 through 2025/26 on June 8, 2021 at 7:00 p.m. via Zoom. The Zoom meeting instructions will be available on the City of Antioch's website at the following link: <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>. The City Council may take action to implement increases at this meeting. The meeting facility is accessible to the handicapped. Auxiliary aides will be made available, upon request in advance, for persons with hearing or vision disabilities. The City will accept public comments at the Public Hearing. You may also submit written protests. Written protests may be: 1) hand delivered to the Water Bill Drop Box, Attn: City Clerk, 200 H Street, Antioch, CA, 2) mailed to the City Clerk at P.O. Box 5007, Antioch, CA 94531-5007; or 3) personally delivered to 200 H Street, Antioch, CA during the City Council meeting. Written protests must be received (not postmarked) prior to the close of the public hearing. To be valid, protests must be in writing, state opposition to the proposed rate increase and include the individual's name, the address receiving sewer service, and account number from your mailing label. Protests must be signed by the property owner or by the tenant directly responsible for payment of the sewer fees. Only one protest will be counted per parcel. Oral comments at the public hearing will not qualify as formal protests unless accompanied by a valid written protest. At the conclusion of the public hearing, if written protests against the rate increase proposal have been submitted with respect to a majority of the parcels subject to the proposed increase, the City Council will not adopt the increase. If approved, the new rates and charges will go in effect on July 1, 2021.

### **Need for Rate Increases**

The proposed increases are necessary to maintain the financial stability and structural integrity of the City's Sewer Enterprise Program, and to address new regulatory mandates, as well as increasing costs affecting Sewer operations. The sewer fees are calculated based on the cost of operation and maintenance expenses (including labor, utilities, supplies and materials), capital expenditures for infrastructure, and adequate reserves for meeting capital and operational needs. This rate increase addresses the rising costs of maintaining the wastewater collection system; and the need to meet increasing mandates from both Federal and State agencies. The City is committed to proactively improving and maintaining our aging systems while providing excellent services at all levels within our programs.

### **Sewer Service Charges – Proposed Rate Structure**

The sewer rate structure has two, unit cost components: 1) a monthly account charge which is the same for all accounts and dwelling units; and 2) a quantity rate for the volume of

	Current FY21	Recommended Five-Year Rate Plan				
	FY21	FY22	FY23	FY24	FY25	FY26
<i>effective dates &gt;</i>	7/1/2019	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
<i>Residential, \$/month per Dwelling Unit</i>						
Single Family	\$14.00	\$15.00	\$16.05	\$17.20	\$18.45	\$19.80
Multiple Family	\$12.70	\$13.40	\$14.35	\$15.40	\$16.50	\$17.70
Apartment/Mobile Home	\$11.10	\$11.95	\$12.90	\$13.95	\$15.10	\$16.35
<i>Nonresidential</i>						
Account Charge, \$/month	\$4.44	\$4.60	\$4.95	\$5.30	\$5.70	\$6.15
Volume Rate, \$/HCF *	\$1.20	\$1.31	\$1.42	\$1.54	\$1.68	\$1.82

\* 1 HCF = approximately 748 Gallons

are used to calculate a different uniform monthly charge for each residential customer category. Monthly charges for individual nonresidential accounts are the sum of the monthly account charge component plus the quantity rate component times the volume of wastewater discharge. The volume of wastewater discharge for nonresidential accounts is equal to metered water use (water use for irrigation or fire protection is not included).

The Evaluation of Sewer Enterprise Funds Cash Flow and Rates document for review can be found on the City Website at [www.antiochca.gov](http://www.antiochca.gov). If you have any questions, please call the Public Work's Department at (925) 779-6950.



# ATTACHMENT G



## Ciudad de Antioch

### Aviso de audiencia pública sobre los aumentos propuestos en las tarifas de alcantarillado

**Martes, el 8 de Junio de 2021 at 7:00 de la noche**

**A través de Zoom**

#### **Audiencia pública y protestas**

El Ayuntamiento de Antioch tendrá una Audiencia Pública sobre los aumentos propuestos de la tasa de alcantarillado para los ejercicios fiscales (ejercicio fiscal) 2021/22 hasta 2025/26 el 8 de junio de 2021 a las 7:00 p.m. a través de Zoom. Las instrucciones de la reunión de Zoom estarán disponibles en el sitio web de la Ciudad de Antioch en el siguiente enlace: <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>. El Ayuntamiento podrá tomar medidas para aplicar los incrementos en esta reunión. El centro de reuniones es accesible para minusválidos. Los auxiliares estarán disponibles, previa solicitud, para personas con discapacidad auditiva o visual. La ciudad aceptará comentarios públicos en la Audiencia Pública. También puede presentar protestas. Las protestas escritas pueden ser: 1) Entregadas a mano a la caja de pago de agua del Ayuntamiento, 200 H St Antioch, CA 94509 2) Enviadas por correo al Secretario de la Ciudad en la Fiscalía. P.O. Box 5007, Antioch, CA 94531-5007; o 3) entregado personalmente a 200 H Street, Antioch, CA durante la reunión del Ayuntamiento. Las protestas escritas deben ser recibidas (no matasellos) antes del cierre de la audiencia pública. Para ser válido, las protestas deben ser por escrito, la oposición estatal al aumento de tarifas propuesto e incluir el nombre de la persona, la dirección que recibe el servicio de alcantarillado y el número de cuenta de su etiquetado correo. Las protestas deben ser firmadas por el propietario de la propiedad o por el inquilino directamente responsable del pago de las tarifas de alcantarillado. Sólo se contará una protesta por paquetería. Los comentarios orales en la audiencia pública no calificarán como protestas formales a menos que vayan acompañados de una protesta válida por escrito. Al término de la audiencia pública, si se han presentado protestas escritas contra la propuesta de aumento de tarifas con respecto a la mayoría de las parcelas sujetas al aumento propuesto, el Ayuntamiento no adoptará el aumento. Si se aprueban, las nuevas tarifas y cargos entrarán en vigor el 1 de julio, 2021.

#### **Necesidad de aumentos de tarifas**

Los aumentos propuestos son necesarios para mantener la estabilidad financiera y la integridad estructural del Programa de Empresas de Alcantarillado de la Ciudad, y para abordar nuevos mandatos regulatorios, así como para aumentar los costos que afectan las operaciones de Alcantarillado. Las tasas de alcantarillado se calculan en función del costo de los gastos de operación y mantenimiento (incluyendo mano de obra, servicios públicos, suministros y materiales), gastos de capital para infraestructura y reservas adecuadas para satisfacer las necesidades de capital y operativas. Este aumento de tarifas aborda los crecientes costos de mantenimiento del sistema de recolección de aguas residuales; y la necesidad de cumplir con los crecientes mandatos de las agencias federales y estatales. La Ciudad se compromete a mejorar y mantener proactivamente nuestros sistemas de envejecimiento mientras proporciona excelentes servicios a todos los niveles dentro de nuestros programas.

**Cargos por servicios de alcantarillado - Estructura de tarifas propuesta** La estructura de tasa de alcantarillado tiene dos componentes de costo unitario: 1) un cargo mensual de cuenta que es el mismo para todas las cuentas y unidades habitacionales 2) una cantidad para el volumen de descarga de aguas residuales. Las cuentas residenciales se asignan a una de las tres categorías: familia soltera, familia múltiple (dos, tres o cuatro unidades habitacionales) y apartamentos y casas móviles. Cada categoría de cliente residencial tiene un volumen diferente de descargas de aguas residuales que refleja diferencias en el uso de agua interior descargado en el alcantarillado sanitario. Los componentes de coste unitario y el volumen de descarga de aguas residuales para cada categoría de cliente residencial se utilizan para calcular un cargo mensual uniforme diferente para cada categoría de cliente residencial. Los cargos mensuales por cuentas individuales no residenciales son la suma del componente de cargo mensual de la cuenta más el componente de tarifa de cantidad veces el volumen de descarga de aguas residuales. El volumen de descarga de aguas residuales para cuentas no residenciales es igual al uso de agua medida (no se incluye el uso de agua para riego o protección contra incendios).

	Current	Recommended Five-Year Rate Plan				
	FY21	FY22	FY23	FY24	FY25	FY26
<i>effective dates &gt;</i>	7/1/2019	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
<i>Residential, \$/month per Dwelling Unit</i>						
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Account Charge, \$/month	\$4.44	\$4.60	\$4.95	\$5.30	\$5.70	\$6.15
Volume Rate, \$/HCF *	\$1.20	\$1.31	\$1.42	\$1.54	\$1.68	\$1.82

\* 1 HCF = approximately 748 Gallons

El documento Evaluación del flujo de caja y las tarifas de los fondos de los fondos de las empresas de alcantarillado para su revisión se puede encontrar en el sitio web de la ciudad en [www.antiochca.gov](http://www.antiochca.gov). Si tiene alguna pregunta, llame al Departamento de Obras Públicas al (925) 779-6950.

El documento Evaluación del flujo de caja y las tarifas de los fondos de los fondos de las empresas de alcantarillado para su revisión se puede encontrar en el sitio web de la ciudad en [www.antiochca.gov](http://www.antiochca.gov). Si tiene alguna pregunta, llame al Departamento de Obras Públicas al (925) 779-6950.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of May 14, 2024

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

**SUBMITTED BY:** Kwame P. Reed, Acting City Manager

**SUBJECT:** City Council Requested Discussion Item - Discussion on a Future Presentation from the Antioch Police Department on the Tools and Equipment Utilized by the Department

---

### **RECOMMENDED ACTION**

It is recommended that the City Council discuss and provide direction to City staff.

### **FISCAL IMPACT**

The recommended action has no fiscal impact at this time.

### **DISCUSSION**

This item is for the City Council's discussion at Councilmember Torres-Walker's request to consider a future presentation from the Antioch Police Department on the tools and equipment utilized by the department.

### **ATTACHMENTS**

None

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of May 14, 2024

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

**SUBMITTED BY:** Kwame P. Reed, Acting City Manager *KPR*

**SUBJECT:** City Council Requested Discussion Item - Discussion on the Creation of a City Commission for Seniors/Mature Adults

---

**RECOMMENDED ACTION**

It is recommended that the City Council discuss and provide direction to City staff.

**FISCAL IMPACT**

The recommended action has no fiscal impact at this time.

**DISCUSSION**

This item is for the City Council's discussion at Councilmember Ogorchock's request to consider the creation of a City Commission for Seniors/Mature Adults.

**ATTACHMENTS**

None

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of May 14, 2024  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Thomas Lloyd Smith, City Attorney *TL*  
**SUBJECT:** Future Plans for the Antioch Police Crime Prevention Commission

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**RECOMMENDED ACTION**

It is recommended that the City Council direct staff to take one of the following actions:

- Initiate the candidate application process to fill the vacancies on the Police Crime Prevention Commission;
- Prepare an ordinance to dissolve the Police Crime Prevention Commission;
- Prepare a resolution for an ad hoc committee to propose the future mission and purpose of the Antioch Police Crime Prevention Commission;
- Take no action.

**FISCAL IMPACT**

If the City Council elects to retain and reactivate the Police Crime Prevention Commission, the fiscal impact would include staffing costs for the time dedicated by the Antioch Police Department staff liaison, the City Clerk's Office staff, and the City Attorney's Office staff. The Commission would also have expenses associated with training and development.

**DISCUSSION**

The Antioch Municipal Code (AMC) states that the Police Crime Prevention Commission consist of seven (7) members and has duties as specified by the City Council from time to time (AMC § 2-5.106). The AMC does not provide any other information on the Commission. For example, it does not explain the mission, purpose, responsibilities, or duties of the Commission. When the Antioch Police Crime Prevention Commission was active, they were involved in coordination of various neighborhood watch groups and special community events such as National Night Out.

The Police Crime Prevention Commission has not met since **2021**, due to a lack of a quorum at meetings. The most recent meeting for the Antioch Police Crime Prevention Commission was Monday, September 20, 2021. The regular agenda for that meeting included the following items:



- Neighborhood & Business Watch Implementation – Report by All Commissioners
- Community Outreach Sub Committee, “Bridging the Gap”
- Proposal to Change Mission Statement and Responsibility for Crime Prevention Commission
- Publicize Neighborhood Watch and Available Tools with Social Media
- Current and Future Commission Openings
- Antioch Historical Museum Recognition
  - Recommended Action: Review from last meeting and next steps.
- In-Person Meetings
  - Recommended Action: Obtain guidance on if the State’s expiration executive order will remain in place or if in person meetings are to resume in October.

The regular agenda of the July 19, 2021 meeting of the Commission contained the following items:

- Antioch Noise Ordinances
  - Recommended Action: It is recommended that the Commissioners review and discuss Lessons Learned from presentation and Neighborhood Watch groups regarding noise ordinances and research recommendations.
- Antioch Historical Museum Recognition
  - Recommended Action: Review and discuss next steps
- National Night Out 2021
  - Recommended Action: Discuss possible options and decide on next steps

The regular agenda of the June 21, 2021 meeting of the Commission contained the following items:

- PCPC Neighborhood Watch and Available Social Media Tools Document
  - Recommended Action: Receive update and review document for next steps.
- Antioch Noise Ordinances
  - Recommended Action: It is recommended that the Commissioners review and discuss lessons learned from Neighborhood Watch groups regarding noise ordinances and research recommendations.
- Neighborhood Watch Commission Assignments
  - Recommended Action: Review new assignments and provide feedback to Coordinator Ho.
- Bridging the Gap Program Review
  - Recommended Action: Review program guidelines.
- School Watch and Care Program
  - Recommended Action: Discuss general program idea and determine next steps.
- Presentation of Priority 2 & 3 Calls for Service
  - Recommended Action: Review and receive staff’s presentation.

Although the Police Crime Prevention Commission has not met since 2021, Neighborhood Watch and National Night Out continue to exist outside the purview of the Commission through the Police Department staff and Volunteers in Police Services (VIPS) program.

With the exception of Chairperson Matthew Dawson, all of the terms of office for commissioners serving on the Police Crime Prevention Commission have expired. The following is a list of the commissioners and their terms of office:

<b>Commissioner</b>	<b>Term of Office</b>	
	<b>(Appointment – End of Term)</b>	
Matthew Dawson, Chairperson	02/2021	06/2024
Dwayne Eubanks, Vice Chair	04/2017	10/2021
Nichole Randolph	03/2021	10/2021
Robert Munton	08/2020	10/2021
Clyde H. Lewis Jr.	04/2019	02/2023
Vacancy	08/2020	06/2023
Vacancy	02/2021	10/2024

Staff is seeking City Council’s direction on its future plans for the Police Crime Prevention Commission.

**ATTACHMENTS**

None.



IN HONOR OF  
**OLDER AMERICANS' MONTH**  
**MAY 2024**

*WHEREAS, the City of Antioch includes a thriving community of older Americans who deserve recognition for their contributions and sacrifices to ensure a better life for future generations;*

*WHEREAS, since 1965, the Older Americans Act has provided services to help older adults remain healthy and independent by complementing existing medical and health care systems, helping prevent hospital readmissions, and supporting some of life's most basic functions, such as preparing meals and engaging in meaningful conversation;*

*WHEREAS, the City of Antioch recognizes our need to create a community that provides the services and supports older Americans need to thrive and live independently for as long as possible; and*

*WHEREAS, our community can provide opportunities to enrich the lives of individuals of all ages by promoting and engaging in wellness and social inclusion, emphasizing home and community-based services, and ensuring community members of all ages benefit from the contributions and experience of older adults.*

*NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch, hereby proclaim that May 2024 is "OLDER AMERICANS MONTH" and I encourage every resident to take time this month to celebrate older adults and the people who serve and support them as powerful and vital individuals who greatly contribute to the community.*

**MAY 14, 2024**

---

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

**4.01**  
**5/14/24**



***NATIONAL PUBLIC WORKS WEEK***

*May 19-25, 2024*

*WHEREAS, Public Works services provided in our community are an integral part of our citizens' everyday lives;*

*WHEREAS, the support of an understanding and informed citizenry is vital to the efficient administration and operation of the City's public works systems and programs, such as Water Production, Water Treatment, Water Distribution, Sewer, Storm Water Collections (NPDES), Streets, Parks, Medians and Open Space, Capital Improvement Program and Land Development Services, Traffic Engineering, Public Buildings, Marina, Fleet and Geographic Information Services (GIS);*

*WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services;*

*WHEREAS, the quality and effectiveness of the operation and maintenance of these facilities, as well as their planning, design, and construction is vitally dependent upon the efforts and skills of public works professionals; and*

*WHEREAS, the efficiency of the qualified and dedicated personnel who staff Public Works Departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.*

*NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch do hereby proclaim May 19-25, 2024, as "NATIONAL PUBLIC WORKS WEEK" in the City of Antioch, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works professionals make every day to our health, safety, comfort, and quality of life.*

*MAY 14, 2024*

---

*LAMAR A. HERNANDEZ-THORPE, Mayor*



***BE KIND TO ANIMALS' MONTH***  
***May 2024***

*WHEREAS, the week of May 5th – May 11th, 2024, is celebrated as  
“Be Kind to Animals Week”;*

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

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

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

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

*WHEREAS, to celebrate the joys of the human-animal bond, the Antioch Friends of  
Animal Services will sponsor adoption fees for all shelter pets from  
May 16th to May 31st.*

***NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch,  
do hereby proclaim the entire month of May 2024 as  
“BE KIND TO ANIMALS MONTH” in the City of Antioch.***

**MAY 14, 2024**

---

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



***AFFORDABLE HOUSING MONTH  
MAY 2024***

*WHEREAS, quality affordable homes are vital to healthy, safe, and racially just communities;*

*WHEREAS, as East Bay Housing Organizations proudly commemorates its 40th anniversary, it continues to champion affordable housing in the East Bay, fostering a racially and economically just community for all;*

*WHEREAS, even before current high inflation rates, increasing housing costs led longtime residents to be displaced, live in overcrowded homes, or experience homelessness, threatening our region’s racial diversity and economic opportunity;*

*WHEREAS, stable affordable homes are the solution to homelessness, and support seniors, families, youth, veterans, people with disabilities or special needs, and our whole community;*

*WHEREAS, the upcoming November 2024 ballot presents a unique opportunity to vote on a regional bond that will generate of \$10-\$20 billion for the creation of affordable housing and homelessness solutions across the nine counties;*

*WHEREAS, this general obligation bond measure would build and preserve tens of thousands of new affordable homes, house hundreds of thousands of our neighbors, and generate tens of thousands of jobs;*

*WHEREAS, local housing organizations are continuing to recognize May as Bay Area Affordable Housing Month because regional action to a growing regional housing crisis is an essential part of recovery from the pandemic and the work to ensure that everyone has an affordable and stable home; and*

*WHEREAS, East Bay Housing Organizations has organized Affordable Housing Week for 28 years, acknowledging the need for and benefits of affordable homes.*

***NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch, do hereby proclaim May 2024 as “Affordable Housing Month” in the City of Antioch.***

**MAY 14, 2024**

---

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

**4.04  
5/14/24**



***MENTAL HEALTH AWARENESS MONTH  
MAY 2024***

*WHEREAS, since its inception in May 1949, Mental Health Awareness Month has been a cornerstone of addressing the challenges faced by millions of Americans living with mental health conditions;*

*WHEREAS, there is a proven connection between good mental health and overall personal health;*

*WHEREAS, people with mental illnesses recover if given the necessary services and support in their communities;*

*WHEREAS, only one out of two people with a serious form of mental illness seek treatment for their mental illness. Stigma and fear of discrimination keep many who would benefit from mental health services from seeking help;*

*WHEREAS, research shows that the most effective way to reduce stigma is through personal contact with someone with a mental illness;*

*WHEREAS, good mental health is critical to the well-being of our families, communities, schools, and businesses; and*

*WHEREAS, greater public awareness about mental illness can change negative attitudes and behaviors toward people with mental illnesses.*

***NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch, do hereby proclaim the month of May 2024 as “MENTAL HEALTH AWARENESS MONTH” in the City of Antioch and I also call upon all citizens, government agencies, public and private institutions, businesses, and schools to recommit our community to increasing awareness and understanding of mental illnesses, reducing stigma and discrimination, and promoting appropriate and accessible services for all people with mental illnesses.***

**MAY 14, 2024**

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

**4.05**  
**5/14/24**



***ASIAN AMERICAN & PACIFIC ISLANDER HERITAGE MONTH***  
***May 2024***

*WHEREAS, the month of May was chosen as Asian American & Pacific Islander Heritage Month to coincide with two key milestones: the arrival of the nation’s first Japanese immigrants on May 7, 1843 and Chinese workers’ pivotal role in building the transcontinental railroad that was completed on May 10, 1869;*

*WHEREAS, Asian American and Pacific Islander Heritage Month seeks to honor and recognize the contributions of Antioch residents from Asia, India, and the Pacific Islands;*

*WHEREAS, today more than 20 million Asian American and Pacific Islanders live in the United States and through their actions, make the United States of America a more vibrant, prosperous, and secure Nation;*

*WHEREAS, Antioch’s population is approximately 13 percent Asian American and Pacific Islander (AAPI) and includes devoted community members who serve as artists, business owners, educators, health care professionals, lawyers and judges, clergy members, first responders, and military personnel;*

*WHEREAS, while we celebrate the achievements and contributions of Asian American and Pacific Islanders that enrich our history, society, and culture, we must also acknowledge the additional determination, hard work, and perseverance APPI individuals put forth to be heard and seen; and*

*WHEREAS, we stand in solidarity with the APPI community and reaffirm our commitment to recognize the dignity of all people and we call for moral integrity, respect, and civility from all residents and visitors.*

***NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch, hereby proclaim that May 2024 is “ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH” in the City of Antioch.***

**MAY 14, 2024**

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

**4.06**  
**5/14/24**





***JEWISH AMERICAN HERITAGE MONTH***  
***May 2024***

*WHEREAS, Jewish Americans have been an important part of the American story and have greatly contributed to all areas of American life and culture since our nation’s earliest days;*

*WHEREAS, on April 20, 2006, the Federal Government proclaimed May as Jewish American Heritage Month, stating, “As a nation of immigrants, the United States is better and stronger because Jewish people from all over the world have chosen to become American citizens,” and since then, proclamations in support of Jewish American Heritage Month have been made by the Presidents of the United States annually;*

*WHEREAS, generations of Jews have fled to the United States in search of a better life for themselves and their families, and these immigrants made invaluable contributions in support of equality and civil rights through their leadership and achievements;*

*WHEREAS, Antisemitism, already at all-time high, rose exponentially this past year, with a reported 360% increase in antisemitic incidents in the 3 months following October 7, 2023, including physical attacks, vandalism, verbal, and physical harassment, and hateful comments posted on social media;*

*WHEREAS, Jewish Americans enrich every part of American life as educators and entrepreneurs, athletes and artists, scientists and entertainers, public officials and activists, labor and community leaders, diplomats military service members, and more;*

*WHEREAS, the City of Antioch shares an obligation to condemn and combat antisemitism wherever it exists, to include Jewish Americans in all facets of civic life, and to stand with the Jewish American community against hatred or bigotry in our city and country; and*

*WHEREAS, this May, and always, we celebrate the rich and diverse heritage of the Jewish American community, including our residents, business owners, and visitors in the City of Antioch.*

***NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch, hereby proclaim that May 2024 is “JEWISH AMERICAN HERITAGE MONTH” and I invite everyone to reflect on the many contributions that Jewish Americans have made to our community.***

**MAY 14, 2024**

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

**4.07**  
**5/14/24**



***NATIONAL WATER SAFETY MONTH  
MAY 2024***

*WHEREAS, the summer in Antioch means daily fun in the sun, splashing and swimming in all types of water, laughing with friends and making life-long family memories;*

*WHEREAS, in the United States, more children ages 1-4 die from drowning than any other cause of death. For children ages 5-14, drowning is the second-leading cause of unintentional injury death after motor vehicle crashes;*

*WHEREAS, the City of Antioch understands the essential role that water safety education plays in preventing drowning and recreational water-related injuries;*

*WHEREAS, the Antioch Water Park has been the premier community feature to experience outstanding swimming education and family water play since 1996 and teaches over 1,000 children each year; and*

*WHEREAS, the City of Antioch remains committed to educating the public about water safety and safe summer fun while providing an outstanding facility for our community to learn, grow, engage in recreation, and develop water competency.*

*NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch, hereby proclaim that May 2024 is "NATIONAL WATER SAFETY MONTH" and I encourage all Antioch residents to participate in a safe summer this year.*

**MAY 14, 2024**

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

**4.08**  
**5/14/24**

The City of Antioch urges residents to become involved in their local community! One way to do so is to serve on the various Boards, Commissions, and Committees. Any interested resident is encouraged to apply for the vacancies by **5:00 p.m. on the deadline below.**

**DEADLINE DATE: FRIDAY, MAY 17, 2024:**

➤ **ECONOMIC DEVELOPMENT COMMISSION**

- Two (2) vacancies, expiring June 2025
- Three (3) vacancies, expiring June 2027
- One (1) Chamber of Commerce vacancy, expiring June 2027

**DEADLINE DATE: FRIDAY, MAY 31, 2024:**

➤ **CONTRA COSTA MOSQUITO & VECTOR CONTROL BOARD**

- One (1) vacancy, expiring April 2026

To be considered for the vacancy position(s) listed above, please fill out an application available on the City's website at <https://bit.ly/COA-BC23>. Printed applications are also available at Antioch City Hall, 200 H Street, Antioch, CA.

Please return the completed application by the deadline date listed above, by email to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov). You can also drop off the application (Attn: City Clerk), in the water billing drop-off box outside Antioch City Hall.



***Your interest and desire to serve our community can make a difference.***



*Two (2) Vacancies, expiring June 2025*  
*Three (3) Vacancies, expiring June 2027*  
*One (1) Chamber of Commerce Vacancy, expiring June 2027*  
**Deadline Date: By 5:00 p.m., May 17, 2024**

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards, and committees. Any interested resident is encouraged to apply.

**Purpose:**

Economic Development Commission serves in an advisory capacity to the City Council in matters pertaining to economic development issues within the City and makes recommendations to the City Council and staff regarding policies, regulations, marketing, development strategies and planning activities designed to enhance the City’s economic base and create quality jobs.



**Committee Seats:**

- Seven (7) Members, 4-year terms.
  - At least five (5) members shall be Antioch residents/electors. Non-resident members shall own or operate a business in the City of Antioch.
  - Members with backgrounds in commercial real estate, marketing or investment banking are strongly preferred.
  - Antioch Chamber of Commerce shall recommend one member.

**Meetings:**

Regular meetings are held at 6:00 p.m. in the Council Chambers, 200 H Street, Antioch CA.

- First Tuesday in February, April, June, September, October, and December.
- Third Tuesday in July.
- First Tuesday on an as-needed basis only, in March, May, and November.
- No Meetings are held during January or August

**Additional Requirements:**

- Commissioners are required to submit the Fair Political Practices Commission (FPPC) Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter.
- Commissioners are required to complete a 2-hour online AB1234 Ethics training course within one year of their appointment.
- Newly appointed and reappointed members are required to take an Oath of Office administered by the City Clerk.

To be considered for these volunteer position(s), a completed application must be emailed to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or mailed/delivered to the Office of the City Clerk, by the deadline date listed above. Applications are available on the City’s website at: <https://bit.ly/COA-BC23>, and at the City Clerk’s Office.

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards, and committees. Any interested resident is encouraged to apply.

**Purpose:**

The Board of Trustees are officials appointed by their respective city councils to govern the Mosquito and Vector Control District knowledgeably and effectively. They serve without compensation for a term of two to four years and are highly dedicated to this community service.

Additional information regarding the responsibilities and duties are available online at [www.contracostamosquito.com](http://www.contracostamosquito.com).

**Qualifications:**

To be eligible, you must be an Antioch resident and a Contra Costa County taxpayer who is at least 18 years old and interested in any of the following areas: public health, public policy, wetlands, farming, community education, finance, personnel, or land development.

**Meetings:**

Board meets on the second Monday of every other the month starting January at 7:00 p.m., and occasionally, it may be necessary to hold a special Board meeting.

**Location:**

Meetings are to be held at the District Office address, located at 155 Mason Circle, Concord

If you are interested in pursuing volunteer positions with the City of Antioch, please complete an application and submit it via email to [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or mail/deliver it to the Office of the City Clerk, by the deadline date mentioned above. Applications must include your responses to the Questionnaire to be considered.

Applications are available on the City's website at: <https://bit.ly/COA-BC23>, and at the City Clerk's Office.



## CITY COUNCIL MEETING

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

**April 9, 2024**  
**Council Chambers**

### **5:15 P.M. - CLOSED SESSION**

Mayor Pro Tem Wilson called the Closed Session to order at 5:16 P.M., and Acting City Clerk Rosales called the roll.

Present  Council Members District 1 Torres-Walker, District 2 Barbanica, District   
Ogorchock, Mayor Pro Tem (District ) Wilson  
Absent  Mayor Hernandez  Thorpe

### **PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Wilson led the Pledge of Allegiance.

- 1. PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER.** This closed session is authorized pursuant to Government Code Section 545(b)(1)

**PUBLIC COMMENTS –** one

### **ADJOURN TO CLOSED SESSION**

Mayor Pro Tem Wilson adjourned to Closed Session at 5:18 P.M.

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

Mayor Pro Tem Wilson called the meeting to order at 7:01 P.M., and City Clerk Householder called the roll.

Present  Council Members District 1 Torres-Walker, District 2 Barbanica, District   
Ogorchock, Mayor Pro Tem (District ) Wilson  
Absent  Mayor Hernandez  Thorpe

### **PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Wilson led the Pledge of Allegiance.

### **CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION**

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER**, direction given to Director of Human Resources and City Attorney.

Mayor Pro Tem Wilson led a moment of silence for Fred Hoskins.

**ON MOTION BY COUNCILMEMBER BARBANICA, SECONDED BY COUNCILMEMBER OGORCHOCK, THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED COUNCIL REGULAR AGENDA ITEMS #8 AND 9 TO BE HEARD AFTER ITEM #4 - PRESENTATION.**

**1. PROCLAMATION**

*Arbor Day, April 26, 2024*

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council members present unanimously approved the proclamation.

Youth representatives from Holy Rosary School and Derek Traya representing Public Works accepted the Arbor Day proclamation.

**2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

Acting Assistant City Manager Helfenberger announced the following civic and community event□

*Keep Antioch Beautiful – April 20, 2024*

**3. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

City Clerk Householder announced the following Board and Commission openings.

- Contra Costa Mosquito □ Vector Control Board

For more information and to apply, visit the City's website.

**PUBLIC COMMENTS**

Commissioner May read a statement regarding criticism she had received.

Erika Raulston suggested Council consider advancing a Charter City Initiative to give the Antioch Police Oversight Commission governing powers.

Frank Sterling □., representing Reimagine Antioch and Contra Costa for Palestine, requested the City Council agenda□e consideration of a ceasefire resolution and invited them to participate in honoring the end of Ramadan. He discussed an Antioch Police Department (APD) investigation and invited Council to participate in a ride□along with APD.

Kamilah also encouraged Council to participate in a ride□along with APD. She discussed an incident involving her son and suggested the City create a setting for youth of color to gather.



Melissa discussed a formal complaint she had submitted and urged Council to give it serious consideration.

Devin Williams discussed the needs of the unhoused population.

An unidentified speaker discussed the needs in the community and the potential purchase of 501 Auto Center Drive for affordable housing and transportation space.

An unidentified speaker suggested Antioch consider a minimum age ordinance.

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

Councilmember Torres-Walker acknowledged community members who had experienced losses. She reported on her attendance at the Community Development Block Grant (CDBG) Committee and Cannabis Standing Committee meetings and extended an invitation for community members to join in the next meetings. She commented that she was appointed to the Rivertown-Downtown Standing Committee, however, they had never met. She also mentioned her participation in the Antioch Unified School District (AUSD) City committee, expressing concern over its dormancy and the lack of response from the AUSD regarding the city's request to resume meetings. She addressed the needs of the unhoused community. She voiced her support of a ceasefire resolution and encouraged the community to participate in AUSD Board meetings.

Councilmember Ogorchok urged the CDBG committee to consider funding a CORE Team for Antioch. As a member of the Wilbur Corridor Committee, she expressed her desire to be briefed on upcoming projects in the area. She informed the community of her upcoming attendance at Cal Cities meetings. She reported on her participation in a meeting held earlier in the day and called for the city to bring forward a resolution regarding the Deception Act.

Councilmember Barbanica reported on his attendance at the CDBG Committee meeting and his participation in a Muslim community dinner and prayer service.

Mayor Pro Tem Wilson reported on her attendance at a Tri Delta Transit meeting and encouraged the community to attend public meetings. She announced the upcoming Tri Delta Annual Shred-it Event, scheduled for May 1, 2024, starting at 10:00 A.M. at Oakley Park and Ride.

An unidentified speaker requested all Standing Committee meetings be agenda'd as regular meetings. He also requested Standing Committee workshops be held.

### **MAYOR'S COMMENTS – One**

#### **4. PRESENTATION**

Monique S. Angara, Family and Community Liaison, Antioch First 5 presented the First 5 Contra Costa presentation.



Councilmember Barbanica and Mayor Pro Tem Wilson thanked Ms. Angara for the presentation.

## COUNCIL REGULAR AGENDA

### 8. SALES TAX CITIZENS' OVERSIGHT COMMITTEE APPOINTMENT FOR ONE PARTIAL-TERM VACANCY, EXPIRING MARCH 2026

City Clerk Householder announced that Mayor Hernandez nominated Sanjog Sook to the Sales Tax Citizens' Oversight Committee for the partial term vacancy expiring March 2026 and she read his biography.

#### **RESOLUTION NO. 2024/47**

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock the City Council members present unanimously adopted the resolution approving the Mayor's appointment of Sanjog Sook to the Sales Tax Citizens' Oversight Committee for the partial term vacancy expiring March 2026.

Mr. Sook stated he wanted to ensure sales tax monies prioritized investing in youth.

### 9. PARKS AND RECREATION COMMISSION APPOINTMENTS FOR THREE (3) VACANCIES EXPIRING MARCH 2028

City Clerk Householder announced Mayor Hernandez nominated Dominique King to the Parks and Recreation Commission for a full term, expiring March 2028 and she read her biography.

#### **RESOLUTION NO. 2024/48**

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council members present unanimously adopted the resolution approving the Mayor's appointment of Dominique King to the Parks and Recreation Commission for a full term, expiring March 2028.

Ms. King thanked the City Council for the appointment.

City Clerk Householder announced Mayor Hernandez nominated Daynon Matthews to the Parks and Recreation Commission for a full term, expiring March 2028 and she read his biography.

#### **RESOLUTION NO. 2024/49**

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council members present unanimously adopted the resolution approving the Mayor's appointment of Daynon Matthews to the Parks and Recreation Commission for a full term, expiring March 2028.

Mr. Matthews thanked the City Council for the appointment.

City Clerk Householder announced Mayor Hernandez and Thorpe nominated La Shan Hunt to the Parks and Recreation Commission for a full term, expiring March 2024 and she read her biography.

**RESOLUTION NO. 2024/50**

On motion by Councilmember Ogorchock, seconded by Councilmember Torres and Walker the City Council members present unanimously adopted a resolution approving the Mayor's appointment of La Shan Hunt to the Parks and Recreation Commission for a full term, expiring March 2024.

City Clerk Householder administered the Oath of Office to Sanjog Sooch, Domini Que King, Daynon Matthews and La Shan Hunt.

**5. CONSENT CALENDAR**

**A. APPROVAL OF COUNCIL MEETING MINUTES FOR MARCH 12, 2024**

**B. APPROVAL OF COUNCIL MEETING MINUTES FOR MARCH 26, 2024**

**C. APPROVAL OF COUNCIL WARRANTS**

**D. RESOLUTION NO. 2024/51 INCREASE OF PURCHASE ORDER WITH TYLER TECHNOLOGIES FOR UTILITY BILLING**

**E. RESOLUTION NO. 2024/52 FIRST AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH AMERICAN PAVEMENT SYSTEMS, INC. FOR THE ANTIOCH CAPE SEAL PROJECT 2023; P.W. 328-13**

**F. RESOLUTION NO. 2024/53 RESOLUTION TO APPROVE AN INCREASE TO THE PURCHASE ORDER FOR GRAINGER AND INCREASE THE AMOUNT ON THE RECURRING PURCHASE ORDER LIST**

**G. RESOLUTION NO. 2024/54 SECOND AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH LEE'S BUILDING MAINTENANCE COMPANY FOR CITYWIDE JANITORIAL SERVICES**

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council members present unanimously approved the Council Consent Calendar.

**PUBLIC HEARING**

**6. LEUNG PRELIMINARY DEVELOPMENT PLAN**

Acting Director of Community Development Scudero introduced Contract Planner Valente who presented the staff report dated April 9, 2024, recommending the City Council provide feedback

to the applicant and staff regarding the proposal and provide direction to the applicant for the Final Development Plan submittal.

Mayor Pro Tem Wilson opened the public hearing.

Kyle Masters, Richland Communities, and Terry Galloway, Project Planner gave a PowerPoint presentation of The Ranch – Phase I Project.

Unidentified speakers provided feedback to staff and the applicant on The Ranch – Phase I Preliminary Development Plan.

Rachel Shoemake, IBEW 02 and Adam Masters, SMW 10, spoke in support of the Leung Preliminary Development Plan.

Kyle Masters reiterated the concept for this property.

Mayor Pro Tem Wilson closed the public hearing.

Councilmember Torres-Walker discussed the need for the City to update the General Plan.

Councilmember Barbanica stated he was not prepared to decide on the project since the applicant had not contacted him to review their proposal. He encouraged developers to reach out to Council prior to bringing their items to the agenda.

Following discussion, Council provided the following feedback for consideration:

- Decrease Density
- Include a Senior Housing Component
- Subject Project to Inclusionary Housing Ordinance or Credits
- Improve Access to Public Transportation
- Include Native Plant Species
- Feasibility of Adding More Housing
- Garbage Service for Cluster Home Community
- Bike Trails and Connectivity
- Locate Higher Density Housing Near Existing Infrastructure
- Include Public Restrooms within Parks
- Include Single-Story Housing Option

In response to Council, Acting Director of Community Development Scudero reported that hiring a consultant for the development of an inclusionary housing ordinance was underway.

## **7. RANCHO MEADOWS PROJECT PRELIMINARY DEVELOPMENT PLAN**

Acting Director of Community Development Scudero introduced Contract Planner Valente who presented the staff report dated April 9, 2024, recommending the City Council provide feedback

to the applicant and staff regarding the proposal and provide direction to the applicant for the Final Development Plan submittal.

Kerry Watt, Director of Entitlements DeQova Homes and Trent Sanson, Yellow Roof Foundation gave a Rancho Meadows Preliminary Development Plan PowerPoint presentation.

Several unidentified speakers provided feedback to the applicant on the Rancho Meadows Preliminary Development Plan.

Mayor Pro Tem Wilson closed the public hearing.

Following discussion, Council supported the project and particularly liked Yellow Roof Foundation's inclusionary housing component. They provided the following feedback for consideration:

- Increase Lot Sizes
- Increase Park Size
- Include Public Restroom and Community Garden within Park
- Include Native Plant Species
- Walkability and a Trail System
- Eliminate Gated Community Aspect Especially if the Park Remained Public
- Increase the Number of Yellow Roof Units

The applicant stated that they would work with staff to put together a package for the Final Development Plan. He thanked Council for the feedback.

## **COUNCIL REGULAR AGENDA – Continued**

### **10. RESTRUCTURING OF THE ECONOMIC DEVELOPMENT COMMISSION AD HOC COMMITTEE – DISSOLUTION OR EXTENSION UNTIL A SPECIFIC DATE**

Acting City Manager Reed presented the staff report dated April 9, 2024, recommending the City Council dissolve the Restructuring of the Economic Development Commission Ad Hoc Committee.

Unidentified speakers spoke regarding the dissolution of the Restructuring of the Economic Development Commission (EDC) Ad Hoc Committee and provided feedback to Council.

Councilmember Torres-Walker explained that the committee's purpose was to restructure the EDC to improve functionality. She emphasized the challenges faced by the Economic Development Department (EDD). She proposed the establishment of an Ad Hoc Committee to facilitate discussions specifically focused on economic development. She expressed her support for dissolving the existing Ad Hoc Committee and initiating productive conversations on advancing economic development.

Mayor Pro Tem Wilson also supported establishing an Ad Hoc Committee focused on Economic Development.

Acting City Manager Reed reported economic development was occurring in Antioch and there was an adopted Economic Development Strategic Plan. He commented that the EDC had not been performing due to a lack of direction and format applied to them.

Councilmember Ogorchock voiced her support for dissolving the Ad Hoc Committee and stressed the need for reestablishing the EDC.

A motion was made by Councilmember Torres-Walker, seconded by Mayor Pro Tem Wilson to dissolve the Restructuring of the Economic Development Commission Ad Hoc Committee.

City Attorney Smith stated the Ad Hoc Committee needed to be dissolved since it had reached the one-year limit.

Councilmember Ogorchock requested filling all vacancies on the EDC to support the EDD.

City Attorney Smith responded that this agenda item was whether to dissolve or restructure the Ad Hoc Committee. He clarified that outside the scope of this item, the City Clerk could begin the application process for recruitments to fill existing vacancies on the EDC. He noted the Mayor would then need to agenda his nominations for Council approval so the EDC could resume.

A vote taken on the previous motion to dissolve the Restructuring of the Economic Development Commission Ad Hoc Committee was approved unanimously by Councilmembers present.

## **PUBLIC COMMENT**

Gavin Payton, AACP Youth Council, announced Lobby Day would be on May 20, 2024, in Sacramento and the AACP National Convention Leadership Training would be held in Las Vegas.

An unidentified speaker requested the City agenda Ceasefire and Arab-American Heritage Month proclamations.

## **STAFF COMMUNICATIONS – One**

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

Councilmember Torres-Walker requested the following future agenda items: discussion on Council district budgets, Ceasefire Resolution, and a report out regarding the status of ASD appointments to the City School Standing Committee.

Councilmember Ogorchock requested the following agenda items: Yellow Roof Foundation project on Via Dora and appointments to the Economic Development Commission.

Councilmember Torres-Walker also requested agenda consideration of purchasing property on Auto Center Drive for affordable housing and community resources.

**ADJOURNMENT**

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council unanimously adjourned the meeting at 10:01 P.M.

Respectfully submitted

*Kitty Eiden*

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KITTY EIDE, Minutes Clerk

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

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

**April 23, 2024  
Council Chambers**

**5:45 P.M. - CLOSED SESSION**

Mayor Hernandez-Thorpe called the Closed Session to order at 5:46 P.M., and Acting City Clerk Rosales called the roll.

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

**PLEDGE OF ALLEGIANCE**

Mayor Hernandez-Thorpe led the Pledge of Allegiance.

With consensus of the City Council, Councilmember Ogorchock displayed a sign on the dais urging voters to vote no on The Taxpayer Deception Act.

- 1. PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER.** This closed session is authorized pursuant to California Government Code section 54950(b).

**PUBLIC COMMENTS –** none

**ADJOURN TO CLOSED SESSION**

Mayor Hernandez-Thorpe adjourned to Closed Session at 5:50 P.M.

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

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

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

**PLEDGE OF ALLEGIANCE**

Mayor Hernandez-Thorpe led the Pledge of Allegiance.

Mayor Hernandez-Thorpe declared a recess at 7:01 P.M. The meeting reconvened at 7:05 P.M. with all Councilmembers present.

Mayor Hernandez Thorpe opened the meeting In Memory of David Vasquez and led a moment of silence.

**ON MOTION BY COUNCILMEMBER BARBANICA, SECONDED BY COUNCILMEMBER WILSON THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED AGENDA ITEM #4 AND REGULAR AGENDA ITEM #6 TO BE HEARD AFTER AGENDA ITEM #2.**

## **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 PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER**, direction given to Director of Human Resources and City Attorney.

### **1. INTRODUCTION OF NEW CITY EMPLOYEES**

Acting Director of Public Works City Engineer Buenting introduced Nathan Coville, Water Treatment Maintenance Worker II and Jose Cabeza, Landscape Maintenance Worker I who thanked the City for giving them the opportunity to work in Antioch.

Planning Manager Merideth introduced Monet Boyd, Assistant Planner who thanked the City for giving her the opportunity to work in Antioch.

Finance Director Merchant introduced Lysette Reyes and Norby Acevedo, Accounting Technicians who thanked the City for giving them the opportunity to work in Antioch.

City Attorney Smith introduced Brittany Brace, Assistant City Attorney who thanked the City for giving her the opportunity to work in Antioch.

Interim Police Chief Addington introduced Marcos Molina, Travis Donaldson, Justin Talavera, Police Officers and Brittany DeRose, Records Technician who thanked the City for giving them the opportunity to work in Antioch.

### **2. PROCLAMATIONS**

- Fair Housing Month, April 2024
- Arab America Heritage Month, April 2024
- Autism Acceptance Month, April 2024
- Proclamation Encouraging Youth to Vote

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously approved the Proclamations.

Housing Specialist Pedroza accepted the *Fair Housing Month* proclamation.



The City Council received public comments from the following individuals who commented on the language proposed for the *Arab America Heritage Month* proclamation □ Farid, Ahmad and Frank Sterling,

Representatives from Antioch Council of Teen (ACT) accepted the *Autism Acceptance Month* proclamation and announced ACT meets the 2<sup>nd</sup> and □<sup>th</sup> Wednesday from □□□0 P.M. – 6□□0 P.M. They also announced ACT was hosting an Autism Awareness Campaign and Teen Skate □ight.

Gavin Payton and others representing the □AACP Youth Council, accepted the *Proclamation Encouraging Youth to Vote*.

#### **4. PRESENTATION**

Mahasin Abuwi Aleem, Senior Library Manager for Prewett and Antioch Libraries, Gia Paolini, East County Library Services Manager and David Marsh, Adult and Teen Services Librarian introduced themselves. Ms. Aleem announced she had accepted a promotion to be Library Services Manager for South and Central County.

Ms. Aleem and Ms. Paolini provided a □ational Library Week – Antioch Library □updates presentation.

Councilmember Ogorchock thanked the library staff.

Councilmember Barbanica congratulated Ms. Aleem on her promotion.

Mayor Hernandez □Thorpe thanked the library staff for the presentation and congratulated Ms. Aleem on her promotion.

#### **COUNCIL REGULAR AGENDA**

#### **6. DISCUSSION ITEM: JUST CAUSE DRAFT ORDINANCE**

Assistant City Attorney Kunding presented the staff report dated April 2□, 202□ recommending the City Council □1) Review, discuss, and provide feedback to staff on the staff report □and 2) Direct staff to □a) Add, delete, modify or retain provisions of the draft □ust Cause Eviction Ordinance and return to the City Council for further review □b) Prepare a final version of the □ust Cause Eviction Ordinance and introduce it at an upcoming city council meeting □or c) Take no further action.

City Clerk Householder announced translation services were available.

Betra Beltran, Gabi Rivas, Brendon O’Laskey, Deborah Polk, and Silvia A., representing Rising □untos, Rev. Millie Phillips, Faith Alliance for Moral Economy, Patricia Granados and Shagoofa Khan, representing Monument Impact, Tachina Garrett, Eddie Gums and Ethan Silverstein, representing ACCE, Gavin Payton, □AACP, Devin, Debra Vinson, Sara B., □icole Arrington, and

unidentified speakers spoke in support of a Just Cause Evictions Ordinance. Several speakers made recommendations for items to be included in the ordinance.

Greg, Teakakis California Apartment Association, stated those responsible for taking advantage of the system and illegal evictions should be punished. He spoke in opposition to the Just Cause Eviction Ordinance and requested staff conduct community outreach prior to approval.

Following discussion, Council consensus directed staff to bring back the draft ordinance and include the following items

- Substantial Renovation Evictions Tenant has the right to return at the same rent after the landlord makes the repairs.
- Ellis Act Protections Include reference to the Ellis Act
- Start of Protections Protections start on day one of tenancy
- No-Fault Relocation Payments – 2 months of tenant’s actual rent, moving stipend, and payment for elderly, disabled and low-income tenants
- Right to Replace Roommate Right to replace a departing roommate
- Draft Ordinance Page 5 Possible additional terms – Include defined protected classes
- Bring back the City of Concord’s Ordinance

Mayor Hernandez Thorpe declared a recess at 10:22 P.M. The meeting reconvened at 10:24 P.M. with all Councilmembers present.

**ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

Councilmember Torres Walker announced a youth listening session to stop violence would be held on April 25, 2024, at the East Family Justice Center.

**3. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

City Clerk Householder announced the following Board and Commission openings.

- Contra Costa Mosquito Vector Control Board
- Economic Development Commission

For more information and to apply, visit the City’s website.

**ON MOTION BY COUNCILMEMBER BARBANICA, SECONDED BY COUNCILMEMBER OGORCHOCK THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES TO MOVE ITEM #5 TO BE HEARD AS NEXT ORDER OF BUSINESS.**

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

**A. APPROVAL OF COUNCIL MEETING MINUTES FOR MARCH 12, 2024**

- B. APPROVAL OF COUNCIL MEETING MINUTES FOR MARCH 26, 2024
- C. APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 9, 2024
- D. APPROVAL OF COUNCIL WARRANTS
- E. APPROVAL OF HOUSING SUCCESSOR WARRANTS
- F. RESOLUTION NO. 2024/55 INCLUSIONARY HOUSING ORDINANCE CONSULTANT CONTRACT
- G. RESOLUTION NO. 2024/56 INCREASE OF PURCHASE ORDER WITH AMAZON BUSINESS SOLUTIONS

Councilmember Ogorchock initially made a motion to approve the Consent Calendar however, upon discovering that an unidentified speaker wished to comment on Item F, she subsequently proposed the following substitute motion.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously approved the Council Consent Calendar with the exception of Item F, which was removed for further discussion.

**Item F** – An unidentified speaker discussed the terms of the consultant contract.

Planning Manager Merideth explained that staff had built in a buffer in the event the project required additional time.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council approved Item F. The motion carried the following vote

Ayes Barbanica, Ogorchock, Wilson, Hernandez, Thorpe Abstain Torres, Walker

### PUBLIC COMMENTS

Frank Sterling and Nicole Arrington discussed the outcomes of a recent APD investigation.

Lisa Kirk discussed animal advocacy in Antioch and grant opportunities for the nonprofits.

An unidentified speaker discussed the encampment abatement process and expressed concern that he had a public comment for an agenda item, and he was not recognized.

An unidentified speaker led the audience in prayer.

Public comment submitted in writing was entered into the record from the following individual  
Consuelo Jackson

**CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS**

Councilmember Torres\Walker reported on a community meeting she attended at the Public Defender’s office. She announced that she did not support the Arab American proclamation brought forward this evening and supported bringing forward a ceasefire proclamation. She discussed advocating for accountability for the APD.

Councilmember Barbanica reported on his attendance at the Green Empowerment one meeting with Mayor Hernande\Thorpe and gave an update on the CDBG Standing Committee.

Councilmember Ogorchock reported on her attendance at the City Leader Summit and announced that she would provide a more detailed report in the future.

Councilmember Wilson announced she would be attending a Tri Delta Transit meeting on April 2, 202.

**MAYOR’S COMMENTS**

Mayor Hernande\Thorpe announced he would be attending a Tri Delta Transit meeting on April 2, 202, and he would provide a report on the CCTA meeting he attended at the next meeting.

**ADJOURNMENT**

On motion by Councilmember Barbanica, seconded by Councilmember Torres\Walker the City Council unanimously adjourned the meeting at 10:5 P.M.

Respectfully submitted

Kitty Eiden  
KITTY EIDE, Minutes Clerk

**[THE FOLLOWING COUNCIL MEETING AGENDA ITEMS WILL BE MOVED TO THE 05/14/2024 COUNCIL MEETING TO BE HEARD]**

**COUNCIL REGULAR AGENDA**

- 7. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON A FUTURE PRESENTATION FROM THE ANTIOCH POLICE DEPARTMENT ON THE TOOLS AND EQUIPMENT UTILIZED BY THE DEPARTMENT**

8. ***CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON THE CREATION OF A CITY COMMISSION FOR SENIORS***
  
9. ***FUTURE PLANS FOR THE ANTIOCH POLICE CRIME PREVENTION COMMISSION***

***PUBLIC COMMENT***

***STAFF COMMUNICATIONS***

***COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS*** – Council Members report out various activities and any Council Member may place an item for discussion and direction on a future agenda. Timing determined by Mayor and Acting City Manager – no longer than 90 days.

CITY OF  
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**100 General Fund**

**Non departmental**

00002686	VANCE CONSTRUCTION	BOND REFUND	500.00
00412321	CONTRA COSTA COUNTY	PROFESSIONAL SERVICES	50.00
00412329	DIVISION OF STATE ARCHITECT	SB1186 FEES	1,035.60
00412360	LIFE INSURANCE COMPANY OF NO AMERICA	PAYROLL	4,965.20
00412371	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,336.64
00412385	PARS	PAYROLL	6,793.39
00412406	STATE OF CALIFORNIA	PAYROLL	120.00
00412516	RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	13,163.11
00412592	CA BUILDING STANDARDS COMMISSION	CBSC FEES Q3 FY 23/24	2,238.30
00412611	CONTRA COSTA WATER DISTRICT	CCWD FACILITY RESERVE	867,329.00
00412612	CONTRA COSTA WATER DISTRICT	TREATED WATER CAPACITY FEE	167,085.62
00412619	DEPT OF CONSERVATION	SMI FEES QUARTER 3 FY 2023/24	6,632.26
00412624	ECC REG FEE AND FIN AUTH	ECCRFFA-RTDIM	3,191,146.64
00412639	IN SHAPE HEALTH CLUBS	PAYROLL	368.99
00412647	LIFE INSURANCE COMPANY OF NO AMERICA	PAYROLL	5,106.85
00412655	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,324.28
00412656	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,105.80
00412662	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	4,761.00
00412668	PARS	PAYROLL	8,075.00
00412670	RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	1,936.25
00412686	STATE OF CALIFORNIA	PAYROLL	120.00
00948018	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	44,432.46
00948022	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	29,306.12
00948213	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL	660.00
00948214	ANTIOCH POLICE OFFICERS ASSOCIATION	PAYROLL	19,474.19
00948215	ANTIOCH PUBLIC WORKS EMPLOYEE'S ASSOC.	PAYROLL	2,415.00
00948225	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	72,393.95
00948231	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	29,174.74

**City Council**

00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	36.56
00412379	OGORCHOCK, LORI ANN	EXPENSE REIMBURSEMENT	101.37
00412380	OGORCHOCK, LORI ANN	EXPENSE REIMBURSEMENT	301.34
00412441	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	282.83
00412580	BAGEL STREET CAFE	CLOSED SESSION MEAL	135.45
00412694	VERIZON WIRELESS	PHONES	105.32

**City Attorney**

00412312	CANON FINANCIAL SERVICES	COPIER LEASE	8.34
00412313	CANON FINANCIAL SERVICES	COPIER LEASE	8.34
00412369	MEYERS NAVE A PROFESSIONAL CORP	LEGAL SERVICES RENDERED	55,988.45
00412378	OFFICE DEPOT INC	OFFICE SUPPLIES	193.02
00412417	VERIZON WIRELESS	DATA USAGE	105.02
00412449	BERTRAND FOX ELLIOT OSMAN & WENZEL LLP	LEGAL SERVICES RENDERED	592.50

Finance Accounting  
Prepared by: L. Reyes  
5/8/2024

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00412454	BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES RENDERED	2,233.00
00412482	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	53,259.00
00412489	JAMS	LEGAL SERVICES RENDERED	15,500.00
00412495	KRAMER WORKPLACE INVESTIGATIONS	LEGAL SERVICES RENDERED	8,625.00
00412496	LEXISNEXIS	LEXIS RESEARCH PLATFORM	488.00
00412497	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES RENDERED	3,755.72
00412501	MEYERS NAVE A PROFESSIONAL CORP	LEGAL SERVICES RENDERED	27,117.91
00412502	MICHAEL H ROUSH	HEARING OFFICER SERVICES	4,800.00
00412508	OFFICE DEPOT INC	OFFICE SUPPLIES	41.26
00412523	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	2,365.00
00412593	CANON FINANCIAL SERVICES	COPIER LEASE	140.68
00412689	TAQUERIA SALSA	EMPLOYEE RECOG LUNCHEON	104.98
00948011	COMPUTERLAND	EQUIPMENT	4,202.14
00948013	DELL COMPUTER CORP	SUPPLIES	55.57
<b>City Manager</b>			
00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	68.84
00412312	CANON FINANCIAL SERVICES	COPIER LEASE	8.33
00412313	CANON FINANCIAL SERVICES	COPIER LEASE	8.33
00412399	SHIELD PROTECTION AND PUBLIC SAFETY	SERVICES	4,152.09
00412426	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	47.33
00412427	AMBIUS	3RD FLOOR PLANT SERVICES	374.92
00412440	BAKER TILLY US LLP	SERVICES	240.00
00412441	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	68.37
00412562	ALLEN D. PAYTON	NEWSPAPER ARTICLE	350.00
00412593	CANON FINANCIAL SERVICES	COPIER LEASE	140.69
00412660	OFFICE DEPOT INC	OFFICE SUPPLIES	41.88
00412689	TAQUERIA SALSA	EMPLOYEE RECOG LUNCHEON	104.98
00412694	VERIZON WIRELESS	PHONES	41.89
<b>City Clerk</b>			
00412279	ACCONTEMPS	TEMP SERVICES - CERVANTES	1,873.20
00412280	ACCONTEMPS	TEMP SERVICES - CERVANTES	1,685.88
00412413	TOTAL RECALL CAPTIONING	SERVICES	805.00
00412424	ACCONTEMPS	TEMP SERVICES - CERVANTES	2,119.08
00412472	EIDEN, KITTY J	MINUTES CLERK	1,525.00
00412620	DFM ASSOCIATES	2024 ELECTIONS BOOKS	363.27
00412627	EIDEN, KITTY J	MINUTES CLERK	850.00
00412689	TAQUERIA SALSA	EMPLOYEE RECOG LUNCHEON	105.02
00948008	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	640.20
00948217	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	718.77
<b>City Treasurer</b>			
00412363	LOOMIS ARMORED LLC	ARMORED PICKUP	309.85
<b>Human Resources</b>			
00412310	CANON FINANCIAL SERVICES	COPIER LEASE	25.00
00412464	CPS HUMAN RESOURCE SERVICES	RECRUITMENT EXAM	741.75

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00412485	HIRERIGHT GIS INTERMEDIATE CORP INC	NEW ACCOUNT SET UP FEE	150.00
00412504	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,752.41
00412508	OFFICE DEPOT INC	OFFICE SUPPLIES	49.83
00412581	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,696.54
00412585	EMPLOYEE	RETIREMENT GIFT	250.00
00412595	CANON FINANCIAL SERVICES	COPIER LEASE	278.43
00412650	EMPLOYEE	RETIREMENT GIFT	250.00
00412660	OFFICE DEPOT INC	OFFICE SUPPLIES	251.33
<b>Economic Development</b>			
00412312	CANON FINANCIAL SERVICES	COPIER LEASE	8.33
00412313	CANON FINANCIAL SERVICES	COPIER LEASE	8.33
00412409	SWEET, BRET ALEXANDER	EXPENSE REIMBURSEMENT	39.38
00412417	VERIZON WIRELESS	DATA PLAN	210.06
00412441	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,042.35
00412593	CANON FINANCIAL SERVICES	COPIER LEASE	140.68
00412629	FEDEX	SHIPPING	12.41
00412688	SWEET, BRET ALEXANDER	EXPENSE REIMBURSEMENT	15.29
<b>Finance Administration</b>			
00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	327.49
00412426	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	201.10
00412508	OFFICE DEPOT INC	OFFICE SUPPLIES	26.24
00412660	OFFICE DEPOT INC	OFFICE SUPPLIES	19.32
<b>Finance Accounting</b>			
00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	460.66
00412378	OFFICE DEPOT INC	OFFICE SUPPLIES	136.07
00412508	OFFICE DEPOT INC	OFFICE SUPPLIES	123.88
00412660	OFFICE DEPOT INC	OFFICE SUPPLIES	149.20
00948021	UBEO BUSINESS SERVICES	SCANNER	817.64
<b>Finance Operations</b>			
00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	204.80
00412507	OFFICE DEPOT INC	OFFICE SUPPLIES	23.50
00412508	OFFICE DEPOT INC	OFFICE SUPPLIES	79.57
00412660	OFFICE DEPOT INC	OFFICE SUPPLIES	4.38
<b>Non Departmental</b>			
00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	2,055.68
00412372	MUNICIPAL POOLING AUTHORITY	PAYROLL	237,111.07
00412419	WAGeworks	ADMIN FEE	970.00
00412431	AMI PHOTO BOOTH LLC	PHOTO BOOTH JULY 4TH	850.00
00412446	BAY AREA JUMP	JULY 4TH JUMPERS KID ZONE	4,659.70
00412452	BRENTWOOD GOLF CART INC	GOLF CARTS JULY 4TH	1,040.00
00412473	ESMERALDA ASEVEDO	FACE PAINTERS JULY 4TH	1,500.00
00412657	MUNICIPAL POOLING AUTHORITY	PAYROLL	44,798.06
00412695	WAGeworks	ADMIN FEE 4/2024	470.00

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**Public Works Administration**

00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	197.51
00412426	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	727.21
00412693	VERIZON WIRELESS	DATA USAGE	38.01

**Public Works Street Maintenance**

00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	17.02
00412290	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	549.78
00412306	C AND J FAVALORA TRUCKING INC	SERVICE	877.50
00412352	INTERSTATE SALES	SUPPLIES	1,177.50
00412365	MANERI SIGN COMPANY	SIGNS AND SIGN MATERIAL	1,953.00
00412376	NUTRIEN AG SOLUTIONS	PESTICIDES	9,397.34
00412378	OFFICE DEPOT INC	OFFICE SUPPLIES	105.80
00412397	SHARJO LLC	ABATEMENT SERVICES	25,631.20
00412403	SPRAYTEC	PARTS	855.26
00412434	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	402.04
00412460	CONSTRUCTION ZONE LLC, THE	CORRUGATED STREET SIGNS	1,189.69
00412486	HOME DEPOT, THE	SUPPLIES	78.23
00412513	PACIFIC NORTHWEST OIL	OIL FOR PAVING	901.22
00412524	VERIZON WIRELESS	PHONES	52.68
00412573	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	11,351.49
00412660	OFFICE DEPOT INC	OFFICE SUPPLIES	32.65
00412680	SHARJO LLC	PROFESSIONAL SERVICES	4,284.91
00412693	VERIZON WIRELESS	DATA USAGE	128.68

**Public Works-Signal/Street Lights**

00412294	AT AND T MCI	PHONES	146.75
00412328	DC ELECTRIC GROUP INC	SERVICES	18,742.19
00412383	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	560.99
00412437	AT AND T MCI	PHONES	629.30
00412469	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	26,470.88
00412578	AT AND T MOBILITY	DEPT CELL PHONES	46.23
00412667	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	444.51

**Public Works-Facilities Maintenance**

00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	461.41
00412294	AT AND T MCI	PHONES	86.50
00412331	DREAM RIDE ELEVATOR	SERVICE	320.00
00412348	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	45,341.34
00412383	PACIFIC GAS AND ELECTRIC CO	GAS	630.46
00412415	ULINE	SUPPLIES	805.05
00412426	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	341.49
00412433	ANTIOCH ACE HARDWARE	SUPPLIES	30.20
00412437	AT AND T MCI	PHONES	86.50
00412445	BAY ALARM COMPANY	ALARM SERVICES	8,439.39
00412457	CHARGEPOINT INC	ANNUAL SERVICE	730.00
00412486	HOME DEPOT, THE	SUPPLIES	1,648.24

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00412518	ROBINS LOCK AND KEY	SERVICES	159.12
00412524	VERIZON WIRELESS	PHONES	52.52
00412582	BAY AREA AIR QUALITY MANAGEMENT DIST	PERMIT RENEWAL	629.00
00412583	BAY CITIES PYROTECTOR	FIRE SPRINKLER AND TESTING	7,157.29
00412637	HONEYWELL INTERNATIONAL INC	SERVICES	157,235.73
00412660	OFFICE DEPOT INC	OFFICE SUPPLIES	299.98
00412667	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	387.88
00412672	REINHOLDT ENGINEERING CONSTR	REPAIR SERVICES	4,836.20
00412676	ROBINS LOCK AND KEY	SERVICES	375.00
00412685	STANDARD PLUMBING SUPPLY CO. INC.	SUPPLIES	217.10
00412693	VERIZON WIRELESS	DATA USAGE	90.52
00948015	HAMMONS SUPPLY COMPANY	SUPPLIES	110.10
00948224	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,980.00
<b>Public Works-Parks Maint</b>			
00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	34.45
00412294	AT AND T MCI	PHONES	146.75
00412383	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	23.11
00412437	AT AND T MCI	PHONES	146.75
00412486	HOME DEPOT, THE	SUPPLIES	163.24
00412518	ROBINS LOCK AND KEY	SERVICES	308.20
00412660	OFFICE DEPOT INC	OFFICE SUPPLIES	37.84
00412676	ROBINS LOCK AND KEY	SERVICES	313.41
00948217	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	251.23
<b>Public Works-Median/General Land</b>			
00412294	AT AND T MCI	PHONES	426.79
00412383	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	13.42
00412433	ANTIOCH ACE HARDWARE	SUPPLIES	65.14
00412437	AT AND T MCI	PHONES	426.79
00412469	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	384.32
00412690	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,881.36
<b>Police Administration</b>			
00412292	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICES	7,747.00
00412295	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,032.44
00412302	BPS TACTICAL INC.	PROTECTIVE EQUIPMENT	13,257.51
00412308	CANON FINANCIAL SERVICES	FEE	114.10
00412316	CODE 3 WEAR PUBLIC SAFETY OUTFITTERS	UNIFORM	5,417.08
00412317	COLE PRO MEDIA LLC	SERVICES	4,000.00
00412330	EMPLOYEE	PER DIEM	241.50
00412335	EMBASSY CONSULTING SERVICES LLC	TRAINING-N NELSON	3,500.00
00412340	GALLS LLC	EQUIPMENT	1,151.19
00412356	EMPLOYEE	PER DIEM	222.00
00412370	MILLER MENDEL INC	APPLICANT BACKGROUNDS	837.80
00412378	OFFICE DEPOT INC	OFFICE SUPPLIES	8,643.27
00412386	R GIORDANO CONSULTING & INVESTIGATIONS	TRANSCRIPTION SERVICE	5,657.70

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00412394	SAFESTORE INC	EVIDENCE STORAGE	4,211.15
00412400	SHRED IT INC	SHREDDING SERVICES	259.64
00412418	VITALIE, JENNIFER LYNNE	EXPENSE REIMBURSEMENT	43.30
00412430	AMERICAN TROPHIES AWARDS & PROMOTIONS	MAILBOX TAGS	8.79
00412439	BAGEL STREET CAFE	TRAFFIC/PD TRAINING	634.46
00412448	BECERRA, ARTURO MODESTO	PER DIEM	370.00
00412456	CALIFORNIA SURVEYING & DRAFTING SUPPLY	OFFICE SUPPLIES	206.51
00412458	CODE 3 WEAR PUBLIC SAFETY OUTFITTERS	UNIFORM	3,241.77
00412462	CONTRA COSTA COUNTY	RADIO SERVICES	1,036.00
00412465	CRYSTAL CLEAR LOGOS INC	UNIFORM SHIRTS	252.78
00412476	FALCON COLLISION REPAIR INC	AUTO BODY REPAIRS	6,366.95
00412480	FLORES, VANESSA SOFIA	EXPENSE REIMBURSEMENT	102.96
00412492	KIDD, CHRISTOPHER C	COURT TIME	2,233.08
00412494	KOCH, MATTHEW T	PER DIEM	222.00
00412508	OFFICE DEPOT INC	OFFICE SUPPLIES	710.54
00412515	PREFERRED ALLIANCE INC	PRE-EMPLOYMENT TEST	252.00
00412522	STATE OF CALIFORNIA	PAYROLL	528.00
00412524	VERIZON WIRELESS	DATA USAGE	3,048.66
00412575	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICES	1,747.00
00412578	AT AND T MOBILITY	PHONES	13,837.59
00412596	CANON FINANCIAL SERVICES	COPIER LEASE	25.00
00412598	CANON FINANCIAL SERVICES	COPIER LEASE	2,419.29
00412603	CODE 3 WEAR PUBLIC SAFETY OUTFITTERS	UNIFORM	934.29
00412605	COLE PRO MEDIA LLC	ADVISORY SERVICES	4,000.00
00412613	CRIME SCENE CLEANERS INC	BIOHAZARD CLEANUP	130.00
00412614	CRUZ GUZMAN, BRYAN ALEXANDER	PER DIEM	148.00
00412615	CRYSTAL CLEAR LOGOS INC	UNIFORM	133.41
00412625	EGAN, JOSHUA	PER DIEM	138.00
00412626	EGAN, JOSHUA	EXPENSE REIMBURSEMENT	253.42
00412629	FEDEX	POSTAGE	48.23
00412632	GALLS LLC	UNIFORMS	443.84
00412644	KNOX INVESTIGATIONS	BACKGROUND	1,629.48
00412646	LEXISNEXIS	DATABASE SUBSCRIPTION	252.50
00412653	MILLER MENDEL INC	LICENSES	3,622.50
00412660	OFFICE DEPOT INC	OFFICE SUPPLIES	3,267.10
00412661	OFFICE DEPOT INC	OFFICE SUPPLIES	85.58
00412665	ORTIZ, LORENZO MARQUEZ	EXPENSE REIMBURSEMENT	1,426.48
00412671	REACH PROJECT INC	MARCH 2024 SERVICES	17,083.00
00412691	TRANSUNION RISK & ALTERNATIVE DATA	LEO DATABASE	116.00
00948025	CHAPLIN AND HILL INVESTIGATIVE SERVICES	PROFESSIONAL SERVICES	4,300.00
00948229	UBEO BUSINESS SERVICES	COPIER CONTRACT	2,062.96
<b>Police Community Policing</b>			
00412301	BP PRODUCTS NORTH AMERICA INC	CAR WASHES	42.00
00412327	D TAC K9 LLC	TRAINING	950.00

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00412359	LASSAS, BRENDAN MICHAEL	EXPENSE REIMBURSEMENT	71.64
00412368	MELANDER, MARAEA RYANN	EXPENSE REIMBURSEMENT	113.98
00412402	SP PLUS CORPORATION	PARKING ENFORCEMENT	125,682.54
00412474	EWART, ASHLEY MARIE	EXPENSE REIMBURSEMENT	64.55
<b>Police Investigations</b>			
00412283	ALHAMBRA	WATER SERVICE	159.51
00412322	CONTRA COSTA COUNTY	FORENSICS SERVICES	11,409.80
00412374	NAPA SOLANO SART	FORENSIC TESTING	2,400.00
00412395	SEROLOGICAL RESEARCH INSTITUTE	DNA ANALYSIS	2,450.00
00412410	T MOBILE USA INC	PHONE FORENSICS	225.00
00412474	EWART, ASHLEY MARIE	EXPENSE REIMBURSEMENT	11.50
00412475	EWART, ASHLEY MARIE	EXPENSE REIMBURSEMENT	162.42
00412505	NAPA SOLANO SART	SART EXAM	2,400.00
00412526	WARD, CHAD MICHAEL	EXPENSE REIMBURSEMENT	58.12
00412610	CONTRA COSTA COUNTY	ANNUAL MAINTENANCE	4,535.54
<b>PD Special Investigations Unit</b>			
00412500	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
<b>Police Communications</b>			
00412294	AT AND T MCI	PHONES	213.66
00412384	PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	78.00
00412436	AT AND T	PHONES	62.43
00412437	AT AND T MCI	PHONES	1,198.82
00412459	COMCAST	CONNECTION SERVICES	160.44
00412576	AT AND T	PHONES	62.43
00412577	AT AND T MCI	PHONES	838.74
00412606	COMCAST	CONNECTION SERVICES	2,715.73
00412607	COMCAST	CONNECTION SERVICES	2,715.73
00412608	COMCAST	CONNECTION SERVICES	180.21
00412633	GLOBALSTAR USA	SATELLITE	265.97
00412659	NET TRANSCRIPTS	TRANSCRIPT SERVICE	139.24
<b>Office Of Emergency Management</b>			
00412294	AT AND T MCI	PHONES	230.63
00412437	AT AND T MCI	PHONES	454.43
<b>Police Community Volunteers</b>			
00412615	CRYSTAL CLEAR LOGOS INC	UNIFORMS	121.53
00412651	MARTIN, RICHARD B	EXPENSE REIMBURSEMENT	2,831.54
<b>Police Facilities Maintenance</b>			
00412284	ALL STAR RENTS	RENTAL EQUIPMENT	2,018.81
00412294	AT AND T MCI	PHONES	274.43
00412348	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	24,613.87
00412392	ROBINS LOCK AND KEY	REPAIR SERVICE	250.00
00412398	SHERWIN WILLIAMS CO	SUPPLIES	169.72
00412437	AT AND T MCI	PHONES	270.08
00412445	BAY ALARM COMPANY	ALARM SERVICES	11,789.41

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00412486	HOME DEPOT, THE	SUPPLIES	198.69
00412498	LOPEZ MNTS SVCS LLC	BATHROOM REPAIR	4,791.40
00412637	HONEYWELL INTERNATIONAL INC	REPAIR SERVICES	12,911.34
00412664	OROZCO, RENZO	BRONZO FABRICATION & INSTALL	3,100.00
00412676	ROBINS LOCK AND KEY	REPAIR SERVICES	155.00
00948224	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,780.00
<b>P &amp; R Administration</b>			
00412333	ECS PACIFIC INC	ENGINEERING SERVICES	14,800.00
<b>Youth Network Services</b>			
00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	447.89
00412300	BIOTECH PARTNERS	CONSULTING SERVICES	15,000.00
00412435	ANTIOCH UNIFIED SCHOOL DISTRICT	YOUTH GRANT	4,960.00
00412445	BAY ALARM COMPANY	ALARM SERVICES	175.00
00412509	OPPORTUNITY JUNCTION	PROFESSIONAL SERVICES	8,333.00
00412694	VERIZON WIRELESS	PHONES	105.02
<b>Housing and Homelessness</b>			
00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,174.78
00412296	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	528.87
00412338	FOCUS STRATEGIES	CONSULTANT	1,996.25
00412389	RIDLEY, JAZMIN K	EXPENSE REIMBURSEMENT	39.26
00412396	SHARE COMMUNITY	LAUNDRY VOUCHER PROGRAM	776.00
00412426	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	589.74
00412673	RIDLEY, JAZMIN K	EXPENSE REIMBURSEMENT	34.70
00412694	VERIZON WIRELESS	PHONES	52.66
<b>Violence Intervention &amp; Preven</b>			
00412296	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	668.20
<b>PSCR Administration</b>			
00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	556.36
00412296	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	277.11
00412311	CANON FINANCIAL SERVICES	COPIER LEASE	25.00
00412445	BAY ALARM COMPANY	ALARM SERVICES	525.00
00412508	OFFICE DEPOT INC	OFFICE SUPPLIES	136.55
00412594	CANON FINANCIAL SERVICES	COPIER LEASE	204.13
00412694	VERIZON WIRELESS	PHONES	52.66
<b>Community Development Administration</b>			
00412378	OFFICE DEPOT INC	SUPPLIES	49.54
<b>Community Development Land Planning Services</b>			
00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	50.77
00412516	RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	11,223.72
00412564	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	60.34
00412627	EIDEN, KITTY J	TRANSCRIPTION SERVICES	225.00
00948008	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	1,033.05
00948217	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	964.18

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**CD Code Enforcement**

00412422	WORK WORLD	SAFETY SHOES	168.19
00412438	AVILA-ARMENTA, ERNESTO	EXPENSE REIMBURSEMENT	57.93
00412461	CONTRA COSTA COUNTY	MARCH RECORDING FEES	60.00
00412468	DATA TICKET INC	SERVICES	675.90
00412490	JOHNSTON, AMY E	EXPENSE REIMBURSEMENT	36.09
00412491	JOHNSTON, AMY E	EXPENSE REIMBURSEMENT	40.76
00412564	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	82.30
00412677	ROMAN, LUIS AND LORENA	CITATION REFUND	340.00
00412684	STAMM ENTERPRISES, LTD	MONTHLY STORAGE RENTAL	255.00

**PW Engineer Land Development**

00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	77.85
00412294	AT AND T MCI	PHONES	57.15
00412417	VERIZON WIRELESS	DATA USAGE	76.02
00412437	AT AND T MCI	PHONES	57.15
00412483	HAWTHORN VENTURES LLC	UNIFORMS	39.32
00412508	OFFICE DEPOT INC	OFFICE SUPPLIES	558.69
00412524	VERIZON WIRELESS	PHONES	52.68
00412693	VERIZON WIRELESS	DATA USAGE	52.66

**Community Development Building Inspection**

00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	565.28
00412564	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	8.77

**Capital Imp. Administration**

00412378	OFFICE DEPOT INC	OFFICE SUPPLIES	100.95
00412417	VERIZON WIRELESS	DATA USAGE	38.01
00412426	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	337.05
00412508	OFFICE DEPOT INC	OFFICE SUPPLIES	69.14

**206 American Rescue Plan Fund**

**Mayor's Apprenticeship Program**

00412393	RUBICON PROGRAMS INC	CONSULTANT SERVICES	24,270.31
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**Non Departmental**

00412679	RUDRAM LLC	BRIDGE HOUSING SERVICES	97,333.33
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**207 CalVIP Grant Fund**

**Violence Intervention & Preven**

00412281	ADVANCE PEACE	CONSULTING SERVICES	85,000.00
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**209 RMRA Fund**

**Streets**

00412450	BKF ENGINEERS INC	PROFESSIONAL SERVICES	3,667.50
00948217	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	527.68

**212 CDBG Fund**

**CDBG**

00948013	DELL COMPUTER CORP	EQUIPMENT	3,758.64
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**213 Gas Tax Fund**

**Streets**

00412383	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	378.66
00412411	TANKO LIGHTING	SERVICE	1,650.00
00412667	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	528.94

**214 Animal Services Fund**

**Animal Services**

00412295	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	497.77
00412332	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	211.05
00412346	HILLS PET NUTRITION	PET FOOD	640.33
00412357	KOEFRAN SERVICES INC	VETERINARY SERVICES	5,033.00
00412373	MWI VETERINARY SUPPLY CO	SUPPLIES	2,377.12
00412488	JA BAULCH AND ASSOCIATES	EMERGENCY VET SERVICES	590.00
00412604	COGENT SOLUTIONS AND SUPPLIES	OPERATING SUPPLIES	663.03
00412622	EAST BAY VETERINARY EMERGENCY	EMERGENCY SERVICES	8,868.50
00412623	EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	466.09
00412636	HILLS PET NUTRITION	PET FOOD	890.78
00412645	KOEFRAN SERVICES INC	CREMATION SERVICES	314.00
00412658	MWI VETERINARY SUPPLY CO	VET SUPPLIES	7,833.11

**218 Senior Bus Fund**

**Senior Bus**

00412414	TRI DELTA TRANSIT	TRI DELTA	3,500.00
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**219 Recreation Fund**

**Non departmental**

00412405	STATE BOARD OF EQUALIZATION	SALES TAX REMITTANCE	257.34
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**Nick Rodriguez Community Cent**

00412445	BAY ALARM COMPANY	ALARM SERVICES	2,534.98
00412477	FARONICS TECHNOLOGIES USA, INC	LICENSES	285.00
00412565	AMERICAN PLUMBING INC	PLUMBING SERVICES	437.50
00412637	HONEYWELL INTERNATIONAL INC	REPAIR SERVICES	1,847.18
00948012	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	294.04
00948224	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00

**Senior Programs**

00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	4,680.18
00412303	BRADY INDUSTRIES	SUPPLIES	209.68
00412348	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	18,136.56
00412414	TRI DELTA TRANSIT	OPERATING SUPPLIES	2,000.00
00412429	AMERICAN STAGE TOURS	SENIOR TRIP	1,496.00
00412437	AT AND T MCI	PHONES	76.86
00412486	HOME DEPOT, THE	SUPPLIES	331.22
00412520	SIERRA LINES INC	SENIOR TRIP	1,567.78
00412591	BRADY INDUSTRIES	JANITORIAL SUPPLIES	620.83
00412637	HONEYWELL INTERNATIONAL INC	REPAIR SERVICES	6,045.52
00948224	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5.00

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**Recreation Sports Programs**

00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,015.16
00412294	AT AND T MCI	PHONES	29.35
00412417	VERIZON WIRELESS	DATA USAGE	98.04
00412437	AT AND T MCI	PHONES	29.35
00412445	BAY ALARM COMPANY	ALARM SERVICES	300.00
00412486	HOME DEPOT, THE	SUPPLIES	65.21
00412617	DAVIS, WAYNE	REFEREE SERVICES	2,614.00

**Recreation-Comm Center**

00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	2,110.21
00412293	AT AND T MCI	PHONES	63.15
00412294	AT AND T MCI	PHONES	30.46
00412303	BRADY INDUSTRIES	JANITORIAL SUPPLIES	424.19
00412348	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	33,682.16
00412358	KRISTIES TWISTED CREATIONS	CONTRACTOR PAYMENT	420.00
00412362	LIMBLE SOLUTIONS INC	CONTRACTOR PAYMENT	401.53
00412363	LOOMIS ARMORED LLC	ARMORED PICKUP	315.76
00412378	OFFICE DEPOT INC	SUPPLIES	37.24
00412408	SWANK MOTION PICTURES INC	MOVIE NIGHT	1,560.00
00412430	AMERICAN TROPHIES AWARDS & PROMOTIONS	NAME BADGES	37.32
00412437	AT AND T MCI	PHONES	30.46
00412445	BAY ALARM COMPANY	ALARM SERVICES	2,628.00
00412447	BE EXCEPTIONAL	CONTRACTOR PAYMENT	4,608.00
00412499	MCCAULEY AGRICULTURAL & PEST CONTROL	PEST CONTROL	100.00
00412512	PACIFIC GAS AND ELECTRIC CO	GAS	12,999.01
00412584	BE EXCEPTIONAL	CONTRACTOR PAYMENT	528.00
00412591	BRADY INDUSTRIES	JANITORIAL SUPPLIES	2,974.13
00412601	CHOFOR, EMERALD M	CONTRACTOR PAYMENT	60.00
00412621	DUGAND, KARINA	CONTRACTOR PAYMENT	396.00
00412637	HONEYWELL INTERNATIONAL INC	REPAIR SERVICES	11,227.38
00412641	JENNIFER LYNN HINES	PROFESSIONAL SERVICES	5,058.53
00948017	LSA ASSOCIATES INC	BURROWING OWL MONITORING	577.50

**Recreation Water Park**

00412282	ADVANTASOFT INC	SOFTWARE	254.88
00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	4,213.14
00412294	AT AND T MCI	PHONES	171.44
00412348	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	7,772.82
00412350	ICEE COMPANY, THE	CONCESSION SUPPLIES	1,130.10
00412355	KNORR SYSTEMS INC	PARTS	40,167.03
00412392	ROBINS LOCK AND KEY	REPAIR SERVICES	250.00
00412428	AMERICAN RED CROSS	CPR TRAINING	234.00
00412437	AT AND T MCI	PHONES	171.44
00412445	BAY ALARM COMPANY	ALARM SERVICES	10,024.60
00412566	AMERICAN RED CROSS	CPR TRAINING	660.00

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00412637	HONEYWELL INTERNATIONAL INC	REPAIR SERVICES	2,590.94
00948224	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
<b>221</b>	<b>Asset Forfeiture Fund</b>		
	<i>Non departmental</i>		
00412642	JOHNSON, CLAYTON	ASSET FORFEITURE	3,710.00
<b>222</b>	<b>Measure C/J Fund</b>		
	<i>Streets</i>		
00412336	EVERDE GROWERS	PLANTS	1,103.45
00412412	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	30,445.74
00412469	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	1,164.96
<b>226</b>	<b>Solid Waste Reduction Fund</b>		
	<i>Solid Waste Used Oil</i>		
00412296	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	60.00
00412319	CONTRA COSTA CO PUBLIC WORKS	SCHOOL PROGAM	2,000.00
00412320	CONTRA COSTA COUNTY	USED OIL TRANSIT ADS	2,000.00
	<i>Solid Waste</i>		
00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	73.99
00412296	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	400.00
00412471	ECOHERO SHOW LLC, THE	SCHOOL PERFORMANCES	1,050.00
<b>229</b>	<b>Pollution Elimination Fund</b>		
	<i>Channel Maintenance Operation</i>		
00412401	SILVA LANDSCAPE	LANDSCAPE SERVICES	5,400.00
00412425	ALTA FENCE	FENCING SERVICE	182.00
00412463	CONTRA COSTA HEALTH SERVICES	WASTE DISPOSAL	298.50
00412493	KIE CON	SUPPLIES	2,175.00
00412563	ALTA FENCE	REPAIR SERVICES	281.00
00412588	BLANKINSHIP AND ASSOCIATES INC	ANNUAL TRAINING	672.50
00412649	LIVE OAK ASSOCIATES INC	BIOLOGIST SERVICE	7,072.57
00412669	PEPPER INVESTMENTS INC	PEST CONTROL	2,700.00
00412682	SILVA LANDSCAPE	LANDSCAPE SERVICES	5,400.00
<b>238</b>	<b>PEG Franchise Fee Fund</b>		
	<i>Non Departmental</i>		
00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	123.32
00412297	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,816.32
00412299	BARTON, TIMOTHY ALAN	EXPENSE REIMBURSEMENT	20.54
00412324	COREMICRO INC	SERVER REPLACEMENT	48,308.16
<b>251</b>	<b>Lone Tree SLLMD Fund</b>		
	<i>Lonetree Maintenance Zone 1</i>		
00412294	AT AND T MCI	PHONES	117.40
00412412	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	378.34
00412437	AT AND T MCI	PHONES	117.40
00412690	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,911.58

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**Lonetree Maintenance Zone 2**

00412294	AT AND T MCI	PHONES	202.34
00412437	AT AND T MCI	PHONES	202.34
00412690	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	10,681.11

**Lonetree Maintenance Zone 3**

00412294	AT AND T MCI	PHONES	88.05
00412412	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,200.00
00412437	AT AND T MCI	PHONES	88.05
00412690	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,162.86

**Lonetree Maintenance Zone 4**

00412412	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	605.22
00412690	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,421.21

**252 Downtown SLLMD Fund**

**Downtown Maintenance**

00412412	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	378.34
00412690	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,273.22

**253 Almondridge SLLMD Fund**

**Almondridge Maintenance**

00412690	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,363.29
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**254 Hillcrest SLLMD Fund**

**Hillcrest Maintenance Zone 1**

00412294	AT AND T MCI	PHONES	58.70
00412412	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,658.68
00412437	AT AND T MCI	PHONES	58.70
00412690	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,056.90

**Hillcrest Maintenance Zone 2**

00412294	AT AND T MCI	PHONES	205.45
00412412	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,346.88
00412437	AT AND T MCI	PHONES	205.45
00412690	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,005.46

**Hillcrest Maintenance Zone 4**

00412294	AT AND T MCI	PHONES	174.55
00412412	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	756.68
00412437	AT AND T MCI	PHONES	174.55
00412469	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	695.64
00412690	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,666.35

**255 Park 1A Maintenance District Fund**

**Park 1A Maintenance District**

00412412	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	983.68
00412437	AT AND T MCI	PHONES	29.35
00412445	BAY ALARM COMPANY	ALARM SERVICES	580.00
00412690	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,396.23

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**256 Citywide 2A Maintenance District Fund**

**Citywide 2A Maintenance Zone 3**

00412412	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	15.12
00412690	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,466.85

**Citywide 2A Maintenance Zone 4**

00412690	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,152.26
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**Citywide 2A Maintenance Zone 5**

00412690	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,381.42
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**Citywide 2A Maintenance Zone 6**

00412412	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	908.00
00412469	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	483.46
00412690	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,242.69

**Citywide 2A Maintenance Zone 8**

00412412	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	75.66
00412690	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,070.43

**Citywide 2A Maintenance Zone 9**

00412294	AT AND T MCI	PHONES	117.40
00412412	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	227.00
00412437	AT AND T MCI	PHONES	117.40
00412690	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,381.46

**Citywide 2A Maintenance Zone 10**

00412690	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,581.23
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**257 SLLMD Administration Fund**

**SLLMD Administration**

00412376	NUTRIEN AG SOLUTIONS	PESTICIDES	2,985.20
00412378	OFFICE DEPOT INC	OFFICE SUPPLIES	47.32
00412412	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	907.40
00412437	AT AND T MCI	PHONES	81.45
00412693	VERIZON WIRELESS	DATA USAGE	76.02
00948217	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	211.46
00948228	RED WING SHOE STORE	SAFETY SHOES-CABEZAS, J	8.67

**259 East Lone Tree SLLMD Fund**

**Zone 1-District 10**

00412690	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	3,357.92
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**311 Capital Improvement Fund**

**Parks & Open Space**

00412375	NOMAD ECOLOGY LLC	SERVICE	2,384.01
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**Energy Efficiency**

00412315	CIVICWELL	ANNUAL MEMBERSHIP	250.00
00412471	ECOHERO SHOW LLC, THE	SCHOOL PERFORMANCES	1,050.00

**312 Prewett CIP Fund**

**Parks & Open Space**

00412364	LOPEZ MNTS SVCS LLC	PROFESSIONAL SERVICES	15,550.00
00412479	FISCHER, GEORGE M.	SLIDE RESURFACING	2,075.00

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00412498	LOPEZ MNTS SVCS LLC	BATHROOM REPAIR	11,250.00
00412519	RON HARRISON	PLUMBING SERVICES	24,627.20
00412630	FISCHER, GEORGE M.	SLIDE RESURFACING	15,704.00
<b>376</b>	<b>Lone Diamond Fund</b>		
	<b>Assessment District</b>		
00412600	CENTRAL SELF STORAGE ANTIOCH	MONTHLY STORAGE	493.00
<b>570</b>	<b>Equipment Maintenance Fund</b>		
	<b>Non departmental</b>		
00412349	HUNT AND SONS INC	FUEL	12,403.94
00412487	HUNT AND SONS INC	FUEL	22,810.57
00412638	HUNT AND SONS INC	FUEL	12,215.43
	<b>Equipment Maintenance</b>		
00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	69.04
00412292	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICES	307.00
00412339	FRONTIER ENERGY INC	PROFESSIONAL SERVICES	10,655.50
00412361	LIM AUTOMOTIVE SUPPLY INC	PARTS	1,852.61
00412378	OFFICE DEPOT INC	SUPPLIES	110.55
00412381	OREILLY AUTO PARTS	PARTS	1,559.95
00412403	SPRAYTEC	PARTS	1,444.28
00412407	STOMMEL INC	EQUIPMENT	887.77
00412415	ULINE	SUPPLIES	778.97
00412420	WALNUT CREEK FORD	PARTS	479.10
00412426	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	161.03
00412484	HILLCREST CHEVRON	CAR WASH	125.91
00412561	AFFORDABLE TIRE CENTER	SMOG	70.00
00412575	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICES	102.00
00412586	BILL BRANDT FORD	AUTO REPAIR PARTS	759.43
00412593	CANON FINANCIAL SERVICES	COPIER LEASE	190.29
00412602	CHUCKS BRAKE AND WHEEL SERVICE INC	PARTS	4,765.85
00412628	FALCON COLLISION REPAIR INC	REPAIR	12,443.91
00412648	LIM AUTOMOTIVE SUPPLY INC	PARTS	1,078.77
00412654	MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	1,396.33
00412663	OREILLY AUTO PARTS	AUTO PARTS	1,558.86
00412683	SOUTHERN COUNTIES LUBRICANTS LLC	MISCELLANEOUS LUBRICANTS	3,465.04
00412693	VERIZON WIRELESS	DATA USAGE	38.01
00412696	WALNUT CREEK FORD	AUTO REPAIR PARTS	2,799.02
00948020	PETERSON TRACTOR CO	REPAIR SERVICES	583.69
00948223	KIMBALL MIDWEST	SUPPLIES	1,430.31
00948227	PETERSON TRACTOR CO	PARTS	2,343.43
<b>573</b>	<b>Information Services Fund</b>		
	<b>Information Services</b>		
00412294	AT AND T MCI	PHONES	112.73
00412437	AT AND T MCI	PHONES	112.73
00412693	VERIZON WIRELESS	PHONES	262.55

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**Network Support & PCs**

00412287	AMERICAN MESSAGING	PAGER & PAGECOPY SERVICE	49.94
00412288	AMS DOT NET INC	EQUIPMENT	297.85
00412297	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	108.10
00412318	COMCAST	CONNECTION SERVICES	318.14
00412437	AT AND T MCI	PHONES	81.40
00412577	AT AND T MCI	PHONES	195.97
00412593	CANON FINANCIAL SERVICES	COPIER LEASE	190.28
00412606	COMCAST	CONNECTION SERVICES	2,715.74
00412607	COMCAST	CONNECTION SERVICES	2,715.74
00412608	COMCAST	CONNECTION SERVICES	182.21
00948026	DIGITAL SERVICES	SERVER MAINTENANCE	7,735.00

**Telephone System**

00412293	AT AND T MCI	PHONES	3,247.82
00412437	AT AND T MCI	PHONES	2,231.74
00948023	ALTURA COMMUNICATION SOLUTIONS LLC	VOICEMAIL SYSTEM	6,967.82

**GIS Support Services**

00412426	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	133.13
00412514	PETERS, BRANDON W L	EXPENSE REIMBURSEMENT	581.69
00412524	VERIZON WIRELESS	PHONES	1,261.98
00412589	BORELLI, GINA	CONSULTING SERVICES	8,642.00
00412693	VERIZON WIRELESS	DATA USAGE	333.08

**Office Equipment Replacement**

00948013	DELL COMPUTER CORP	EQUIPMENT	13,541.33
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**577 Post Retirement Medical-Police Fund**

**Non Departmental**

00412528	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00412538	RETIREE	MEDICAL AFTER RETIREMENT	1,477.26
00412542	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00412544	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00412546	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00412547	RETIREE	MEDICAL AFTER RETIREMENT	96.74
00412548	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00412550	RETIREE	MEDICAL AFTER RETIREMENT	1,783.68
00412551	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00412552	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948033	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948034	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00948035	RETIREE	MEDICAL AFTER RETIREMENT	108.33
00948039	RETIREE	MEDICAL AFTER RETIREMENT	1,189.20
00948040	RETIREE	MEDICAL AFTER RETIREMENT	404.78
00948042	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948043	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00948047	RETIREE	MEDICAL AFTER RETIREMENT	492.58

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00948049	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948056	RETIREE	MEDICAL AFTER RETIREMENT	1,021.41
00948057	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948062	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948064	RETIREE	MEDICAL AFTER RETIREMENT	873.00
00948066	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00948070	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00948081	RETIREE	MEDICAL AFTER RETIREMENT	1,557.12
00948082	RETIREE	MEDICAL AFTER RETIREMENT	1,268.03
00948087	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948088	RETIREE	MEDICAL AFTER RETIREMENT	873.00
00948089	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948103	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948104	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00948105	RETIREE	MEDICAL AFTER RETIREMENT	232.43
00948106	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948109	RETIREE	MEDICAL AFTER RETIREMENT	546.39
00948111	RETIREE	MEDICAL AFTER RETIREMENT	1,681.54
00948118	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00948119	RETIREE	MEDICAL AFTER RETIREMENT	485.80
00948120	RETIREE	MEDICAL AFTER RETIREMENT	1,838.54
00948121	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948124	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00948135	RETIREE	MEDICAL AFTER RETIREMENT	1,375.12
00948138	RETIREE	MEDICAL AFTER RETIREMENT	2,383.00
00948142	RETIREE	MEDICAL AFTER RETIREMENT	935.09
00948144	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00948145	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00948153	RETIREE	MEDICAL AFTER RETIREMENT	1,124.55
00948156	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948157	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00948159	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948161	RETIREE	MEDICAL AFTER RETIREMENT	1,375.12
00948165	RETIREE	MEDICAL AFTER RETIREMENT	353.71
00948174	RETIREE	MEDICAL AFTER RETIREMENT	656.87
00948175	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00948177	RETIREE	MEDICAL AFTER RETIREMENT	1,387.69
00948185	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948186	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948188	RETIREE	MEDICAL AFTER RETIREMENT	475.66
00948190	RETIREE	MEDICAL AFTER RETIREMENT	55.00
00948194	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948195	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948198	RETIREE	MEDICAL AFTER RETIREMENT	353.71

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00948204	RETIREE	MEDICAL AFTER RETIREMENT	852.80
00948208	RETIREE	MEDICAL AFTER RETIREMENT	757.82
00948209	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00948211	RETIREE	MEDICAL AFTER RETIREMENT	21.52
00948212	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
<b>578</b>	<b>Post Retirement Medical-Misc Fund</b>		
<b>Non Departmental</b>			
00412527	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00412530	RETIREE	MEDICAL AFTER RETIREMENT	172.00
00412533	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00412534	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00412535	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00412537	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00412540	RETIREE	MEDICAL AFTER RETIREMENT	419.79
00412541	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00412553	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00412554	RETIREE	MEDICAL AFTER RETIREMENT	289.77
00412557	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00412631	RETIREE	MEDICAL AFTER RETIREMENT	356.07
00948028	RETIREE	MEDICAL AFTER RETIREMENT	318.76
00948032	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948036	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00948038	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948041	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948046	RETIREE	MEDICAL AFTER RETIREMENT	76.69
00948051	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948054	RETIREE	MEDICAL AFTER RETIREMENT	407.77
00948055	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948058	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00948059	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948060	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948063	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948068	RETIREE	MEDICAL AFTER RETIREMENT	354.69
00948071	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948074	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948077	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948080	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948083	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948084	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948085	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948086	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948093	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00948094	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948095	RETIREE	MEDICAL AFTER RETIREMENT	132.11

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00948096	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00948097	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948101	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948102	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948112	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948113	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948117	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948123	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948128	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00948129	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948130	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948132	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948133	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948139	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948141	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948147	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00948151	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00948152	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948154	RETIREE	MEDICAL AFTER RETIREMENT	42.00
00948158	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948162	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948164	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948168	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948173	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948176	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948181	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948192	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948197	RETIREE	MEDICAL AFTER RETIREMENT	24.32
00948200	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948207	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948210	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948218	RETIREE	MEDICAL AFTER RETIREMENT	407.77
<b>579</b>	<b>Post Retirement Medical-Mgmt Fund</b>		
<b>Non Departmental</b>			
00412529	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00412531	RETIREE	MEDICAL AFTER RETIREMENT	1,476.00
00412532	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00412536	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00412539	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00412543	RETIREE	MEDICAL AFTER RETIREMENT	397.82
00412545	RETIREE	MEDICAL AFTER RETIREMENT	81.52
00412549	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00412555	RETIREE	MEDICAL AFTER RETIREMENT	445.66
00412556	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67

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00412558	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948037	RETIREE	MEDICAL AFTER RETIREMENT	316.68
00948044	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948045	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948048	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948050	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00948052	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00948053	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00948061	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948065	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948067	RETIREE	MEDICAL AFTER RETIREMENT	92.00
00948069	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00948072	RETIREE	MEDICAL AFTER RETIREMENT	683.04
00948073	RETIREE	MEDICAL AFTER RETIREMENT	209.01
00948075	RETIREE	MEDICAL AFTER RETIREMENT	451.37
00948076	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948078	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00948079	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948090	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948091	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948092	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948098	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00948099	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948100	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948107	RETIREE	MEDICAL AFTER RETIREMENT	263.02
00948108	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00948110	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948114	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948115	RETIREE	MEDICAL AFTER RETIREMENT	236.69
00948116	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00948122	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948125	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948126	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948127	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948131	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00948134	RETIREE	MEDICAL AFTER RETIREMENT	656.20
00948136	RETIREE	MEDICAL AFTER RETIREMENT	609.06
00948137	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948140	RETIREE	MEDICAL AFTER RETIREMENT	1,681.54
00948143	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00948146	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00948148	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948149	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948150	RETIREE	MEDICAL AFTER RETIREMENT	316.38

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00948155	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948160	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00948163	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948166	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948167	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948169	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948170	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00948171	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00948172	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00948178	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948179	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948180	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948182	RETIREE	MEDICAL AFTER RETIREMENT	263.02
00948183	RETIREE	MEDICAL AFTER RETIREMENT	683.04
00948184	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948187	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00948189	RETIREE	MEDICAL AFTER RETIREMENT	273.42
00948191	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948193	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948196	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00948199	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948201	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948202	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948203	RETIREE	MEDICAL AFTER RETIREMENT	2,471.54
00948205	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948206	RETIREE	MEDICAL AFTER RETIREMENT	1,987.00
<b>580</b>	<b>Loss Control Fund</b>		
	<b>Human Resources</b>		
00412441	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,083.91
<b>611</b>	<b>Water Fund</b>		
	<b>Non departmental</b>		
00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	553.21
00412303	BRADY INDUSTRIES	SUPPLIES	5,379.28
00412337	FASTENAL CO	SUPPLIES	949.81
00412351	IDN WILCO	LOCKS	2,196.21
00412378	OFFICE DEPOT INC	SUPPLIES	4,087.53
00412390	ROADSAFE TRAFFIC SYSTEMS INC	SUPPLIES	605.29
00412404	STANDARD PLUMBING SUPPLY CO. INC.	SUPPLIES	1,387.95
00412426	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	641.09
00412432	ANIXTER INC	SUPPLIES	819.78
00412451	BRADY INDUSTRIES	JANITORIAL SUPPLIES	2,045.41
00412478	FASTENAL CO	SUPPLIES	65.86
00412483	HAWTHORN VENTURES LLC	UNIFORMS	967.36
00412486	HOME DEPOT, THE	SUPPLIES	387.33

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00412508	OFFICE DEPOT INC	OFFICE SUPPLIES	51.47
00412567	AMERICAN TEXTILE AND SUPPLY INC	SUPPLIES	381.93
00412569	ANIXTER INC	LOCKS	8,145.27
00412587	BISHOP CO	SUPPLIES	2,027.84
00412591	BRADY INDUSTRIES	JANITORIAL SUPPLIES	1,036.44
00412687	SUNRISE ENVIRONMENTAL	SUPPLIES	190.10
00948220	HAMMONS SUPPLY COMPANY	JANITORIAL SUPPLIES	784.83
<b>Water Supervision</b>			
00412345	HAWTHORN VENTURES LLC	UNIFORM	385.00
00412524	VERIZON WIRELESS	PHONES	198.12
00412693	VERIZON WIRELESS	DATA USAGE	350.09
<b>Water Production</b>			
00412285	ALTA FENCE	FENCING SERVICE	650.00
00412289	ANTIOCH ACE HARDWARE	SUPPLIES	245.86
00412291	ARAMARK UNIFORM SERVICES	SUPPLIES	108.34
00412293	AT AND T MCI	PHONES	126.28
00412294	AT AND T MCI	PHONES	39.99
00412305	BRENNTAG PACIFIC INC	SUPPLIES	5,441.96
00412309	CANON FINANCIAL SERVICES	COPIER LEASE	74.97
00412323	CONTRA COSTA WATER DISTRICT	RAW WATER	958,121.54
00412325	CRYSTAL CLEAR LOGOS INC	UNIFORMS	562.23
00412334	ELEMENT MATERIALS TECHNOLOGY PHARMA	LAB TESTING SERVICE	240.00
00412342	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,001.87
00412343	HACH CO	REPAIR SERVICES	1,983.69
00412344	HASA INC	SUPPLIES	14,676.15
00412347	HOME DEPOT, THE	TOOLS	510.08
00412348	HONEYWELL INTERNATIONAL INC	REPAIR SERVICES	3,164.36
00412354	KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	27,873.22
00412366	MCCAMPBELL ANALYTICAL INC	LAB TESTING	1,750.00
00412367	MCMASTER CARR SUPPLY CO	FLEXIBLE PUMP FITTING	136.91
00412378	OFFICE DEPOT INC	SUPPLIES	1,037.07
00412383	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	88.02
00412387	RESA SERVICE LLC	YEARLY OIL TESTING	1,676.00
00412388	RICE LAKE WEIGHING SYSTEMS INC	LAB THERMOMETER	48.00
00412416	UNIVAR SOLUTIONS USA INC	SUPPLIES	9,138.15
00412433	ANTIOCH ACE HARDWARE	SUPPLIES	229.05
00412437	AT AND T MCI	PHONES	821.77
00412445	BAY ALARM COMPANY	ALARM SERVICES	13,489.53
00412503	MOLINA, CHRISTOPHER G	EXPENSE REIMBURSEMENT	90.00
00412524	VERIZON WIRELESS	PHONES	145.60
00412525	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	2,734.84
00412568	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	275.00
00412570	ANTIOCH ACE HARDWARE	SUPPLIES	802.13
00412571	ANTIOCH ACE HARDWARE	SUPPLIES	1,339.26

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CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
APRIL 12, 2024 - MAY 2, 2024  
FUND/CHECK#

00412572	ANTIOCH ACE HARDWARE	SUPPLIES	39.52
00412574	ARAMARK UNIFORM SERVICES	RENTAL SERVICES	108.34
00412590	BORGES AND MAHONEY	SUPPLIES	1,163.38
00412597	CANON FINANCIAL SERVICES	COPIER LEASE	352.11
00412643	JOHNSTON, COREY J	EXPENSE REIMBURSEMENT	207.00
00412648	LIM AUTOMOTIVE SUPPLY INC	PARTS	170.38
00412652	MCMASTER CARR SUPPLY CO	PUMP PARTS	343.13
00412660	OFFICE DEPOT INC	OFFICE SUPPLIES	1,009.49
00412693	VERIZON WIRELESS	DATA USAGE	183.55
00948010	CHEMTRADE CHEMICALS US LLC	SUPPLIES	8,092.46
00948011	COMPUTERLAND	EQUIPMENT	1,910.06
00948013	DELL COMPUTER CORP	EQUIPMENT	3,362.40
00948014	EVOQUA WATER TECHNOLOGIES LLC	SERVICE	687.93
00948021	UBEO BUSINESS SERVICES	COPIER PARTS	384.13
00948217	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	329.80
00948221	ICR ELECTRICAL CONTRACTORS	ELECTRICAL REPAIR	4,737.62
00948224	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	400.00
00948228	RED WING SHOE STORE	SAFETY SHOES-JHONSTON C	345.18
00948229	UBEO BUSINESS SERVICES	INK	108.85
<b>Water Distribution</b>			
00412278	ACCONTEMPS	TEMP HELP	1,496.89
00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	621.47
00412289	ANTIOCH ACE HARDWARE	SUPPLIES	27.64
00412294	AT AND T MCI	PHONES	29.35
00412298	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	596.76
00412304	BRANDON WRIGHT	CITY WORKS DATABASE	10,000.00
00412306	C AND J FAVALORA TRUCKING INC	HAULING SERVICE	35,647.50
00412314	CHECK PROCESSORS INC	LOCKBOX PROCESSING	574.21
00412326	CWEA SFBS	MEMBERSHIP DUES	103.00
00412337	FASTENAL CO	SUPPLIES	965.00
00412341	GRANITE CONSTRUCTION CO	ASPHALT	2,314.61
00412353	ISINGS CULLIGAN	WATER SERVICES	42.97
00412378	OFFICE DEPOT INC	OFFICE SUPPLIES	454.63
00412382	PACE SUPPLY CORP	PARTS	23,262.47
00412391	ROBERTS AND BRUNE CO	PARTS	9,159.74
00412392	ROBINS LOCK AND KEY	REPAIR SERVICES	230.00
00412404	STANDARD PLUMBING SUPPLY CO. INC.	SUPPLIES	97.11
00412421	WATERWISEPRO TRAINING LLC	WATER EXAM TEST PREP	2,250.00
00412423	ACCONTEMPS	TEMP HELP	744.71
00412425	ALTA FENCE	FENCING SERVICES	260.00
00412426	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	73.85
00412433	ANTIOCH ACE HARDWARE	SUPPLIES	53.28
00412437	AT AND T MCI	PHONES	29.35
00412445	BAY ALARM COMPANY	ALARM SERVICES	315.00

Finance Accounting  
Prepared by: L. Reyes  
5/8/2024

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
APRIL 12, 2024 - MAY 2, 2024  
FUND/CHECK#

00412455	C AND J FAVALORA TRUCKING INC	TRUCKING & RECYCLING SVC	10,200.00
00412470	DELTA DIABLO	HAZARDOUS WASTE FEES	18,105.74
00412478	FASTENAL CO	TOOLS	1,197.98
00412481	FRED L CRABAUGH	SERVICE REPAIR	5,490.00
00412483	HAWTHORN VENTURES LLC	UNIFORMS	137.11
00412506	NO CALIFORNIA BACKFLOW PREVENTION	NCBPA MEMBERSHIP	600.00
00412508	OFFICE DEPOT INC	OFFICE SUPPLIES	35.38
00412510	PACE SUPPLY CORP	PARTS	78,265.62
00412511	PACIFIC CREDIT SERVICES	COLLECTION FEES	135.20
00412517	ROBERTS AND BRUNE CO	PARTS	1,883.50
00412521	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	35.61
00412524	VERIZON WIRELESS	PHONES	3,083.79
00412560	ACCONTEMPS	PROFESSIONAL SERVICES	738.52
00412579	BACKFLOW DISTRIBUTORS INC	BACKFLOW APPARATUS REPAIR	100,332.85
00412618	DC ELECTRIC GROUP INC	ELECTRCAL	1,948.25
00412634	GOLDEN BLAZE FIRE PROTECTION	EMERGENCY FIRE SERVICE	389.00
00412640	JACK DOHENY COMPANY	SUPPLIES	791.01
00412660	OFFICE DEPOT INC	OFFICE SUPPLIES	32.65
00412666	PACE SUPPLY CORP	PARTS	14,467.20
00412674	ROADSAFE TRAFFIC SYSTEMS INC	CHECK REPLACEMENT	241.44
00412675	ROBERTS AND BRUNE CO	PARTS	652.50
00412678	ROYAL BRASS INC	PARTS	242.71
00412681	SHERWIN WILLIAMS CO	SUPPLIES	56.55
00412685	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	438.89
00412692	TYLER TECHNOLOGIES INC	INCODE UTILITY BILLING	36,212.68
00412693	VERIZON WIRELESS	DATA USAGE	3,501.50
00412697	WESTERN PACIFIC TRUCK SCHOOL	COMMERCIAL LICENSE TRAINING	9,990.00
00948016	INFOSEND INC	MAIL SERVICES	1,029.85
00948024	BADGER METER INC	METER REGISTERS	239,835.69
00948027	INFOSEND INC	MAIL SERVICES	106.27
00948031	WILLIAMS SCOTSMAN INC	STORAGE CONTAINER RENTAL	299.04
00948216	BADGER METER INC	METERS AND REPAIR PARTS	34,225.54
00948222	INFOSEND INC	MAIL SERVICES	8,578.65
00948229	UBEO BUSINESS SERVICES	PRINTER	1,015.19
00948230	WILLIAMS SCOTSMAN INC	STORAGE CONTAINER RENTAL	92.03
<b>Public Buildings &amp; Facilities</b>			
00412453	BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	2,105.25
00412466	CSI METRICS LLC	PROFESSIONAL SERVICES	15,300.78
00412599	CDM SMITH INC	PROFESSIONAL SERVICES	185,256.14
00948009	CAROLLO ENGINEERS INC	ENGINEERING SERVICES	88,329.04
00948030	SHIMMICK CONSTRUCTION INC	PROGRESS PAYMENT	987,439.26
00948219	CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	59,955.50
<b>Water Systems</b>			
00412510	PACE SUPPLY CORP	SUPPLIES	26,360.06

Finance Accounting  
Prepared by: L. Reyes

5/8/2024

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
APRIL 12, 2024 - MAY 2, 2024  
FUND/CHECK#

00412666	PACE SUPPLY CORP	METER BOX LIDS	48.26
<b>621</b>	<b>Sewer Fund</b>		
	<b>Swr-Wastewater Administration</b>		
00412278	ACCONTEMPS	TEMP HELP	1,496.91
00412286	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	35.97
00412294	AT AND T MCI	PHONES	59.81
00412304	BRANDON WRIGHT	SERVICES	10,000.00
00412306	C AND J FAVALORA TRUCKING INC	HAULING SERVICE	35,647.50
00412314	CHECK PROCESSORS INC	LOCKBOX PROCESSING	574.21
00412337	FASTENAL CO	SUPPLIES	2,165.81
00412341	GRANITE CONSTRUCTION CO	ASPHALT	2,314.60
00412353	ISINGS CULLIGAN	WATER SERVICES	42.98
00412378	OFFICE DEPOT INC	OFFICE SUPPLIES	8.86
00412382	PACE SUPPLY CORP	PARTS	55.08
00412423	ACCONTEMPS	TEMP HELP	744.71
00412425	ALTA FENCE	FENCING SERVICES	260.00
00412437	AT AND T MCI	PHONES	59.81
00412455	C AND J FAVALORA TRUCKING INC	HAULING SERVICE	10,200.00
00412467	CWEA SFBS	MEMBERSHIP DUES	221.00
00412483	HAWTHORN VENTURES LLC	UNIFORMS	608.30
00412486	HOME DEPOT, THE	SUPPLIES	1,853.64
00412524	VERIZON WIRELESS	PHONES	3,039.12
00412559	A1 PHEONIX PLUMBING INC	SEWER MAIN LINE REPAIR	7,000.00
00412560	ACCONTEMPS	PROFESSIONAL SERVICES	738.52
00412587	BISHOP CO	SUPPLIES	264.67
00412616	CWEA SFBS	MEMBERSHIP DUES	206.00
00412634	GOLDEN BLAZE FIRE PROTECTION	EMERGENCY SPRINKLERS	389.00
00412640	JACK DOHENY COMPANY	SUPPLIES	521.17
00412654	MUNICIPAL MAINT EQUIPMENT INC	EQUIPMENT AND SUPPLIES	3,019.49
00412660	OFFICE DEPOT INC	OFFICE SUPPLIES	183.90
00412692	TYLER TECHNOLOGIES INC	INCODE UTILITY BILLING	36,212.67
00412693	VERIZON WIRELESS	DATA USAGE	3,221.30
00948016	INFOSEND INC	MAILING SERVICES	1,029.85
00948019	OWEN EQUIPMENT SALES	PARTS AND LABOR	695.64
00948021	UBEO BUSINESS SERVICES	CANON COPIER	295.63
00948027	INFOSEND INC	MAILING SERVICES	106.29
00948029	OWEN EQUIPMENT SALES	EQUIPMENT PARTS	2,702.00
00948031	WILLIAMS SCOTSMAN INC	STORAGE CONTAINER RENTAL	299.04
00948222	INFOSEND INC	MAILING SERVICES	8,578.65
00948226	OWEN EQUIPMENT SALES	EQUIPMENT	13,488.30
00948230	WILLIAMS SCOTSMAN INC	STORAGE CONTAINER RENTAL	92.03
<b>631</b>	<b>Marina Fund</b>		
	<b>Marina Administration</b>		
00412303	BRADY INDUSTRIES	SUPPLIES	86.81

Finance Accounting  
Prepared by: L. Reyes  
5/8/2024

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
APRIL 12, 2024 - MAY 2, 2024  
FUND/CHECK#

00412307	CALIFORNIA DELTA CHAMBERS	MEMBERSHIP DUES	165.00
00412349	HUNT AND SONS INC	FUEL	9,618.42
00412378	OFFICE DEPOT INC	SUPPLIES	148.20
00412425	ALTA FENCE	FENCING SERVICES	16,001.00
00412426	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	98.67
00412445	BAY ALARM COMPANY	ALARM SERVICES	8,476.56
00412609	COMCAST	CONNECTION SERVICES	693.36
00412693	VERIZON WIRELESS	DATA USAGE	38.01
00948224	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,300.00



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of May 14, 2024

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

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

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

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### **RECOMMENDED ACTION**

It is recommended that the City Council receive and file December 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.

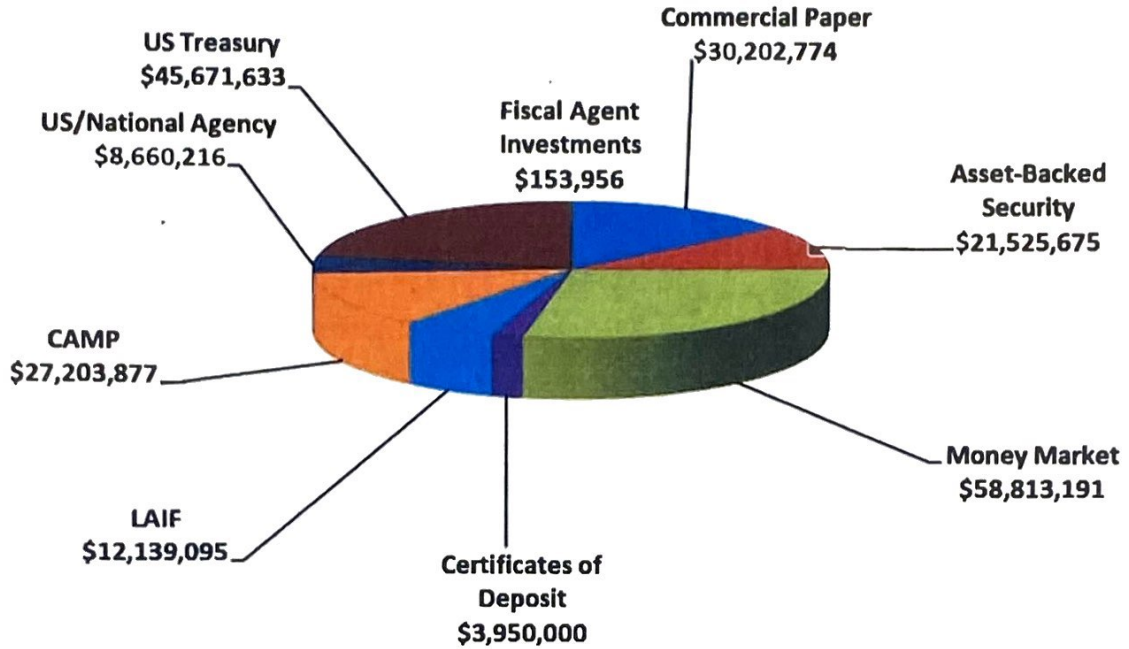
### **ATTACHMENTS**

A. City Treasurer's Report



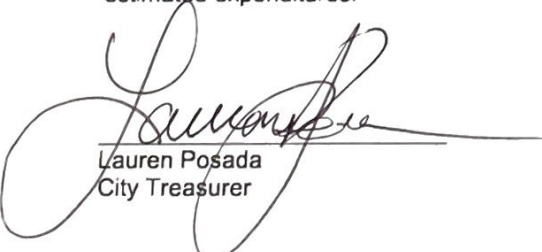
**CITY OF ANTIOCH  
SUMMARY REPORT ON THE CITY'S INVESTMENTS**

**December 31, 2023**



**Total of City and Fiscal Agent Investments = \$208,320,417**

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

  
Lauren Posada  
City Treasurer

  
Dawn Merchant  
Finance Director

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

	<u>Amount</u>
Antioch Public Financing Authority 2015 Refunding Bonds (02 Lease Rev)	2,094
Antioch Development Agency 2009 Tax Allocation Bonds	151,862
	<u><u>\$153,956</u></u>



Consolidated Summary Statement

City of Antioch

Portfolio Summary			
Portfolio Holdings	Cash Dividends and Income	Closing Market Value	Current Yield
CAMP Pool	127,458.72	27,203,877.25	5.56 %
CAMP Managed Account	(166,794.13)	109,218,221.22	* N/A
<b>Total</b>	<b>(\$39,335.41)</b>	<b>\$136,422,098.47</b>	

\* Not Applicable

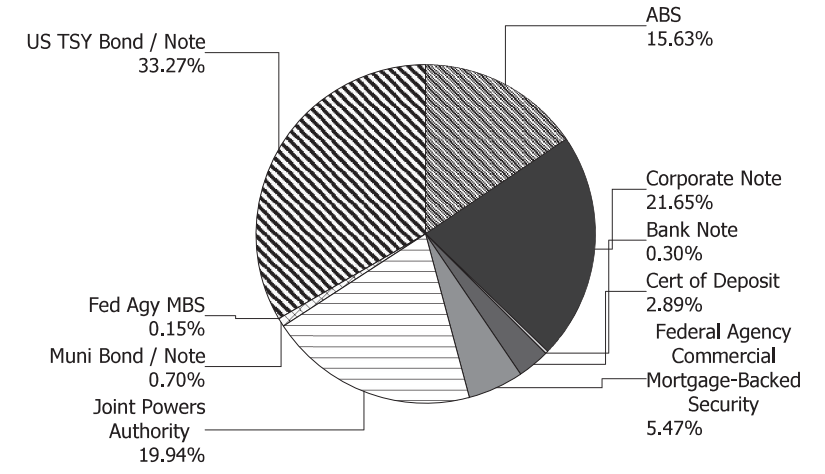
Investment Allocation		
Investment Type	Closing Market Value	Percent
Asset-Backed Security	21,316,673.78	15.63
Corporate Note	29,532,367.92	21.65
Bank Note	413,347.78	0.30
Certificate of Deposit	3,936,549.11	2.89
Federal Agency Commercial Mortgage-Backed Ser	7,467,405.89	5.47
Joint Powers Authority	27,203,877.25	19.94
Municipal Bond / Note	956,496.45	0.70
Federal Agency Mortgage-Backed Security	199,989.33	0.15
U.S. Treasury Bond / Note	45,395,390.96	33.27
<b>Total</b>	<b>\$136,422,098.47</b>	<b>100.00%</b>

Maturity Distribution (Fixed Income Holdings)

Portfolio Holdings	Closing Market Value	Percent
Under 30 days	27,203,877.25	19.94
31 to 60 days	0.00	0.00
61 to 90 days	0.00	0.00
91 to 180 days	794,240.00	0.58
181 days to 1 year	9,541,774.29	6.99
1 to 2 years	27,689,163.83	20.30
2 to 3 years	52,932,477.81	38.80
3 to 4 years	13,083,621.47	9.59
4 to 5 years	4,976,954.49	3.65
Over 5 years	199,989.33	0.15
<b>Total</b>	<b>\$136,422,098.47</b>	<b>100.00%</b>

Weighted Average Days to Maturity 671

Sector Allocation





**Account Statement**

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

**Consolidated Summary Statement**

City of Antioch

<b>Account Number</b>	<b>Account Name</b>	<b>Opening Market Value</b>	<b>Purchases / Deposits</b>	<b>Redemptions / Sales / Maturities</b>	<b>Unsettled Trades</b>	<b>Change in Value</b>	<b>Closing Market Value</b>	<b>Cash Dividends and Income</b>
6090-001	City of Antioch	26,642,105.61	125,630.96	0.00	0.00	0.00	26,767,736.57	125,630.96
6090-002	Investment Portfolio	108,820,865.86	23,368,697.58	(23,456,162.26)	0.00	920,960.72	109,654,361.90	(164,966.37)
<b>Total</b>		<b>\$135,462,971.47</b>	<b>\$23,494,328.54</b>	<b>(\$23,456,162.26)</b>	<b>\$0.00</b>	<b>\$920,960.72</b>	<b>\$136,422,098.47</b>	<b>(\$39,335.41)</b>



## Account Statement - Transaction Summary

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

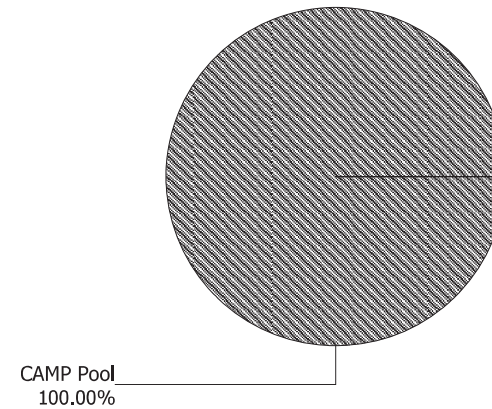
City of Antioch - City of Antioch - 6090-001

CAMP Pool	
Opening Market Value	26,642,105.61
Purchases	125,630.96
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$26,767,736.57</b>
Cash Dividends and Income	125,630.96

Asset Summary		
	December 31, 2023	November 30, 2023
<b>CAMP Pool</b>	26,767,736.57	26,642,105.61
<b>Total</b>	<b>\$26,767,736.57</b>	<b>\$26,642,105.61</b>

Asset Allocation	
CAMP Pool	100.00%





**Account Statement**

For the Month Ending **December 31, 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>					<b>26,642,105.61</b>
12/29/23	01/02/24	Accrual Income Div Reinvestment - Distributions	1.00	125,630.96	26,767,736.57
<b>Closing Balance</b>					<b>26,767,736.57</b>

	Month of December	Fiscal YTD July-December		
<b>Opening Balance</b>	26,642,105.61	26,035,965.31	<b>Closing Balance</b>	26,767,736.57
<b>Purchases</b>	125,630.96	731,771.26	<b>Average Monthly Balance</b>	26,654,263.44
<b>Redemptions (Excl. Checks)</b>	0.00	0.00	<b>Monthly Distribution Yield</b>	5.55%
<b>Check Disbursements</b>	0.00	0.00		
<b>Closing Balance</b>	<b>26,767,736.57</b>	<b>26,767,736.57</b>		
<b>Cash Dividends and Income</b>	125,630.96	731,771.26		



## Account Statement - Transaction Summary

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

City of Antioch - Investment Portfolio - 6090-002

CAMP Pool	
Opening Market Value	345,456.42
Purchases	12,151,962.41
Redemptions	(12,061,278.15)
Unsettled Trades	0.00
Change in Value	0.00

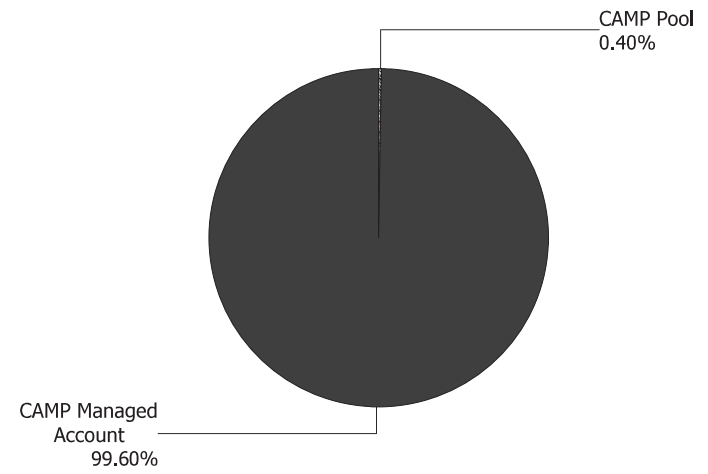
<b>Closing Market Value</b>	<b>\$436,140.68</b>
Cash Dividends and Income	1,827.76

CAMP Managed Account	
Opening Market Value	108,475,409.44
Purchases	11,216,735.17
Redemptions	(11,394,884.11)
Unsettled Trades	0.00
Change in Value	920,960.72

<b>Closing Market Value</b>	<b>\$109,218,221.22</b>
Cash Dividends and Income	(166,794.13)

Asset Summary		
	December 31, 2023	November 30, 2023
<b>CAMP Pool</b>	436,140.68	345,456.42
<b>CAMP Managed Account</b>	109,218,221.22	108,475,409.44
<b>Total</b>	<b>\$109,654,361.90</b>	<b>\$108,820,865.86</b>

### Asset Allocation





## Managed Account Summary Statement

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

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

Transaction Summary - Money Market		Transaction Summary - Managed Account		Account Total	
<b>Opening Market Value</b>	<b>\$345,456.42</b>	<b>Opening Market Value</b>	<b>\$108,475,409.44</b>	<b>Opening Market Value</b>	<b>\$108,820,865.86</b>
Purchases	12,151,962.41	Maturities/Calls	(245,615.74)		
Redemptions	(12,061,278.15)	Principal Dispositions	(11,149,268.37)		
		Principal Acquisitions	11,216,735.17		
		Unsettled Trades	0.00		
		Change in Current Value	920,960.72		
<b>Closing Market Value</b>	<b>\$436,140.68</b>	<b>Closing Market Value</b>	<b>\$109,218,221.22</b>	<b>Closing Market Value</b>	<b>\$109,654,361.90</b>
Dividend	1,827.76				

Earnings Reconciliation (Cash Basis) - Managed Account		Cash Balance	
Interest/Dividends/Coupons Received	217,588.24	<b>Closing Cash Balance</b>	<b>\$0.00</b>
Less Purchased Interest Related to Interest/Coupons	(60,185.42)		
Plus Net Realized Gains/Losses	(324,196.95)		
<b>Total Cash Basis Earnings</b>	<b>(\$166,794.13)</b>		

Earnings Reconciliation (Accrual Basis)			Cash Transactions Summary- Managed Account	
	Managed Account	Total		
Ending Amortized Value of Securities	110,010,297.51	110,446,438.19	Maturities/Calls	0.00
Ending Accrued Interest	869,816.66	869,816.66	Sale Proceeds	11,166,926.63
Plus Proceeds from Sales	11,166,926.63	23,228,204.78	Coupon/Interest/Dividend Income	199,929.98
Plus Proceeds of Maturities/Calls/Principal Payments	245,615.74	245,615.74	Principal Payments	245,615.74
Plus Coupons/Dividends Received	199,929.98	199,929.98	Security Purchases	(11,511,405.94)
Less Cost of New Purchases	(11,276,920.59)	(23,428,883.00)	Net Cash Contribution	(101,066.41)
Less Beginning Amortized Value of Securities	(110,519,190.01)	(110,864,646.43)	Reconciling Transactions	0.00
Less Beginning Accrued Interest	(698,563.11)	(698,563.11)		
Dividends	0.00	1,827.76		
<b>Total Accrual Basis Earnings</b>	<b>(\$2,087.19)</b>	<b>(\$259.43)</b>		





## Portfolio Summary and Statistics

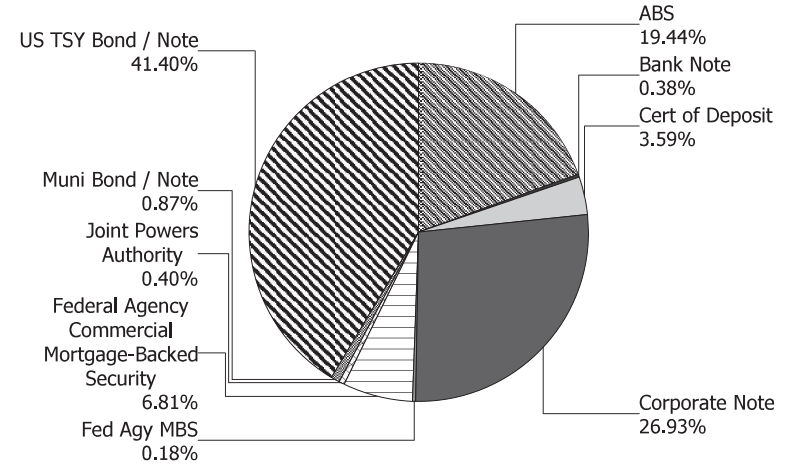
For the Month Ending **December 31, 2023**

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

### Account Summary

Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	45,725,000.00	45,395,390.96	41.40
Municipal Bond / Note	1,005,000.00	956,496.45	0.87
Federal Agency Mortgage-Backed Security	209,389.79	199,989.33	0.18
Federal Agency Commercial Mortgage-Backed Security	7,762,351.19	7,467,405.89	6.81
Corporate Note	29,830,000.00	29,532,367.92	26.93
Certificate of Deposit	3,950,000.00	3,936,549.11	3.59
Bank Note	425,000.00	413,347.78	0.38
Asset-Backed Security	21,527,589.90	21,316,673.78	19.44
<b>Managed Account Sub-Total</b>	<b>110,434,330.88</b>	<b>109,218,221.22</b>	<b>99.60%</b>
Accrued Interest		869,816.66	
<b>Total Portfolio</b>	<b>110,434,330.88</b>	<b>110,088,037.88</b>	
CAMP Pool	436,140.68	436,140.68	0.40
<b>Total Investments</b>	<b>110,870,471.56</b>	<b>110,524,178.56</b>	<b>100.00%</b>

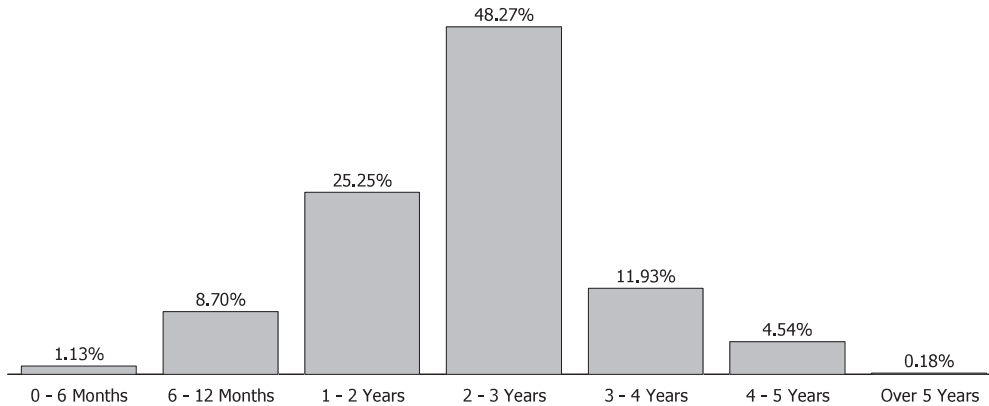
### Sector Allocation



### Unsettled Trades

0.00 0.00

### Maturity Distribution



### Characteristics

Yield to Maturity at Cost	3.79%
Yield to Maturity at Market	4.44%
Weighted Average Days to Maturity	839



## Managed Account Issuer Summary

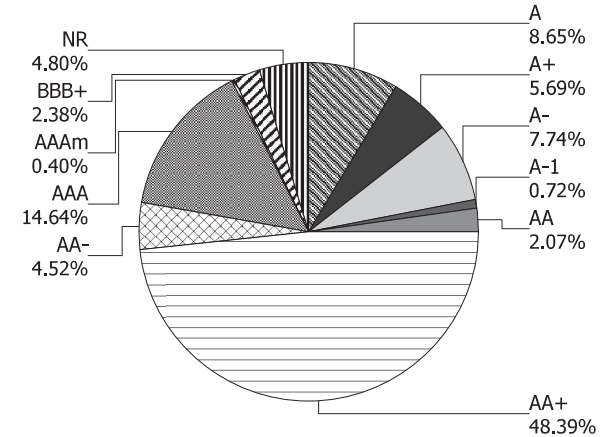
For the Month Ending **December 31, 2023**

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

### Issuer Summary

Issuer	Market Value of Holdings	Percent
ALLY AUTO RECEIVABLES TRUST	1,429,793.10	1.30
AMERICAN EXPRESS CO	2,079,632.35	1.90
AMERICAN HONDA FINANCE	813,834.88	0.74
ANZ BANKING GROUP LTD	447,477.76	0.41
BANK OF AMERICA CO	1,714,326.08	1.56
BMW FINANCIAL SERVICES NA LLC	963,748.21	0.88
BMW VEHICLE OWNER TRUST	470,487.44	0.43
BRISTOL-MYERS SQUIBB CO	232,955.25	0.21
CAMP Pool	436,140.68	0.40
CAPITAL ONE FINANCIAL CORP	1,885,794.24	1.72
CARMAX AUTO OWNER TRUST	1,944,943.97	1.77
CATERPILLAR INC	1,093,361.50	1.00
CHASE ISSURANCE	878,329.65	0.80
CINTAS CORPORATION NO. 2	343,702.10	0.31
CITIGROUP INC	782,799.30	0.71
COLGATE-PALMOLIVE COMPANY	345,212.98	0.31
COMCAST CORP	379,238.63	0.35
COMMONWEALTH BANK OF AUSTRALIA	445,470.96	0.41
CREDIT AGRICOLE SA	793,698.43	0.72
DEERE & COMPANY	755,553.67	0.69
DISCOVER FINANCIAL SERVICES	2,131,614.32	1.94
EXXON MOBIL CORP	219,746.25	0.20
FANNIE MAE	1,113,174.77	1.02
FIFTH THIRD AUTO TRUST	566,131.27	0.52
FLORIDA STATE BOARD OF ADMIN FIN CORP	769,216.50	0.70
FORD CREDIT AUTO OWNER TRUST	772,214.48	0.70
FREDDIE MAC	6,554,220.45	5.98
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	1,331,711.29	1.21
GOLDMAN SACHS GROUP INC	683,545.80	0.62
HARLEY-DAVIDSON MOTORCYCLE TRUST	786,005.72	0.72
HERSHEY COMPANY	236,403.50	0.22
HOME DEPOT INC	352,294.25	0.32

### Credit Quality (S&P Ratings)





## Managed Account Issuer Summary

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

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

<b>Issuer</b>	<b>Market Value of Holdings</b>	<b>Percent</b>
HONDA AUTO RECEIVABLES	534,060.85	0.49
HONEYWELL INTERNATIONAL	333,998.70	0.30
HSBC HOLDINGS PLC	794,240.00	0.72
HYUNDAI AUTO RECEIVABLES	1,354,010.78	1.23
IBM CORP	791,087.20	0.72
INTEL CORPORATION	314,707.20	0.29
JP MORGAN CHASE & CO	1,346,082.15	1.23
KUBOTA CREDIT OWNER TRUST	1,837,677.58	1.68
LOCKHEED MARTIN CORP	377,506.88	0.34
MERCEDES-BENZ AUTO RECEIVABLES	866,014.73	0.79
Mercedes-Benz Group AG	454,782.15	0.41
MORGAN STANLEY	787,860.14	0.72
NATIONAL AUSTRALIA BANK LTD	1,476,014.54	1.35
NATIONAL RURAL UTILITIES CO FINANCE CORP	846,669.06	0.77
NESTLE SA	797,312.59	0.73
NEW JERSEY TURNPIKE AUTHORITY	187,279.95	0.17
NISSAN AUTO RECEIVABLES	992,002.43	0.90
NORDEA BANK ABP	1,042,873.65	0.95
PACCAR FINANCIAL CORP	817,997.05	0.75
PEPSICO INC	797,990.00	0.73
PNC FINANCIAL SERVICES GROUP	758,914.62	0.69
PRAXAIR INC	841,137.25	0.77
RABOBANK NEDERLAND	1,970,454.44	1.80
ROCHE HOLDINGS INC	688,974.53	0.63
STATE STREET CORPORATION	1,447,532.59	1.32
THE BANK OF NEW YORK MELLON CORPORATION	975,561.63	0.89
TORONTO-DOMINION BANK	1,070,144.38	0.98
TOYOTA MOTOR CORP	2,309,382.98	2.11
TRUIST FIN CORP	773,492.10	0.71
UNILEVER PLC	266,640.55	0.24
UNITED STATES TREASURY	45,395,390.96	41.39
UNITEDHEALTH GROUP INC	182,186.82	0.17
USAA CAPITAL CORP	514,723.65	0.47



### Managed Account Issuer Summary

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

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

<b>Issuer</b>	<b>Market Value of Holdings</b>	<b>Percent</b>
VOLKSWAGEN AUTO LEASE TURST	163,743.72	0.15
WAL-MART STORES INC	297,173.10	0.27
WELLS FARGO & COMPANY	1,266,512.93	1.16
WORLD OMNI AUTO REC TRUST	229,448.24	0.21
<b>Total</b>	<b>\$109,654,361.90</b>	<b>100.00%</b>



**Managed Account Detail of Securities Held**

For the Month Ending **December 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
<b>U.S. Treasury Bond / Note</b>											
US TREASURY NOTES DTD 09/15/2021 0.375% 09/15/2024	91282CCX7	850,000.00	AA+	Aaa	10/01/21	10/06/21	846,546.87	0.51	945.74	849,171.25	822,906.25
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	3,000,000.00	AA+	Aaa	05/04/21	05/06/21	3,109,570.31	0.44	7,664.84	3,026,145.51	2,917,968.60
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	800,000.00	AA+	Aaa	06/15/21	06/17/21	829,093.75	0.44	1,049.18	807,699.93	776,000.00
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	1,750,000.00	AA+	Aaa	06/02/21	06/07/21	1,814,941.41	0.42	2,295.08	1,767,052.23	1,697,500.00
US TREASURY NOTES DTD 12/15/2021 1.000% 12/15/2024	91282CDN8	1,000,000.00	AA+	Aaa	01/03/22	01/05/22	999,296.88	1.02	464.48	999,771.73	964,375.00
US TREASURY NOTES DTD 01/15/2022 1.125% 01/15/2025	91282CDS7	1,450,000.00	AA+	Aaa	02/01/22	02/03/22	1,438,898.44	1.39	7,535.67	1,446,083.02	1,396,984.38
US TREASURY NOTES DTD 07/15/2022 3.000% 07/15/2025	91282CEY3	2,700,000.00	AA+	Aaa	08/05/22	08/08/22	2,689,769.53	3.14	37,418.48	2,694,646.18	2,640,937.50
US TREASURY NOTES DTD 09/15/2022 3.500% 09/15/2025	91282CFK2	2,250,000.00	AA+	Aaa	10/06/22	10/11/22	2,204,912.11	4.23	23,365.38	2,223,747.89	2,216,953.13
US TREASURY NOTES DTD 11/15/2022 4.500% 11/15/2025	91282CFW6	2,000,000.00	AA+	Aaa	12/16/22	12/16/22	2,027,500.00	3.99	11,620.88	2,017,661.97	2,006,875.00
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	83,238.79	4,642,600.54	4,615,125.00
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	40,793.48	2,666,050.00	2,688,187.50
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	20,379.10	2,545,447.82	2,526,890.63
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	20,360.75	4,315,681.31	4,300,383.03
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	4,119.36	2,132,613.22	2,150,000.00



## Managed Account Detail of Securities Held

For the Month Ending **December 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
<b>U.S. Treasury Bond / Note</b>											
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	62,883.83	3,020,834.53	3,054,304.69
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	37,181.56	2,230,801.53	2,266,171.88
US TREASURY NOTES DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	3,250,000.00	AA+	Aaa	12/07/23	12/11/23	3,251,523.44	4.35	53,706.69	3,251,490.73	3,273,359.37
US TREASURY N/B NOTES DTD 11/15/2023 4.625% 11/15/2026	91282CJK8	5,000,000.00	AA+	Aaa	12/04/23	12/05/23	5,034,960.94	4.37	29,859.20	5,034,133.93	5,080,469.00
<b>Security Type Sub-Total</b>		<b>45,725,000.00</b>					<b>45,768,233.42</b>	<b>3.52</b>	<b>444,882.49</b>	<b>45,671,633.32</b>	<b>45,395,390.96</b>
<b>Municipal Bond / Note</b>											
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	195,000.00	AA-	A1	01/22/21	02/04/21	195,000.00	0.90	874.58	195,000.00	187,279.95
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	235,000.00	AA	Aa3	09/03/20	09/16/20	235,000.00	1.26	1,478.15	235,000.00	223,167.75
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	575,000.00	AA	Aa3	11/21/22	11/23/22	519,690.75	5.26	3,616.75	543,187.00	546,048.75
<b>Security Type Sub-Total</b>		<b>1,005,000.00</b>					<b>949,690.75</b>	<b>3.47</b>	<b>5,969.48</b>	<b>973,187.00</b>	<b>956,496.45</b>
<b>Federal Agency Mortgage-Backed Security</b>											
FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	209,389.79	AA+	Aaa	08/03/21	08/17/21	223,130.99	2.35	523.47	220,303.84	199,989.33
<b>Security Type Sub-Total</b>		<b>209,389.79</b>					<b>223,130.99</b>	<b>2.35</b>	<b>523.47</b>	<b>220,303.84</b>	<b>199,989.33</b>
<b>Federal Agency Commercial Mortgage-Backed Security</b>											
FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	550,000.00	AA+	Aaa	08/04/22	08/09/22	543,662.11	3.36	1,372.71	546,333.45	533,241.95
FHMS K054 A2 DTD 04/20/2016 2.745% 01/01/2026	3137BNGT5	1,125,000.00	AA+	Aaa	05/11/23	05/16/23	1,087,470.70	4.09	2,573.44	1,096,452.74	1,084,744.62



**Managed Account Detail of Securities Held**

For the Month Ending **December 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
<b>Federal Agency Commercial Mortgage-Backed Security</b>											
FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	312,387.74	AA+	Aaa	08/31/22	09/06/22	301,808.05	3.76	703.39	305,907.25	300,582.94
FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026	3137BRQJ7	575,000.00	AA+	Aaa	03/02/23	03/07/23	534,705.08	4.86	1,231.46	544,679.07	549,389.92
FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026	3137BRQJ7	575,000.00	AA+	Aaa	05/18/23	05/23/23	546,744.14	4.26	1,231.46	552,295.73	549,389.91
FHMS K058 A2 DTD 11/09/2016 2.653% 08/01/2026	3137BSP72	855,000.00	AA+	Aaa	04/06/23	04/12/23	818,996.48	4.02	1,890.26	826,871.32	816,294.09
FNA 2016-M12 A2 DTD 11/30/2016 2.445% 09/01/2026	3136AUKX8	644,162.91	AA+	Aaa	12/11/23	12/14/23	604,984.72	4.84	1,312.29	605,638.93	612,602.50
FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	499,252.66	AA+	Aaa	11/27/23	11/30/23	475,713.68	5.09	1,392.50	476,419.63	484,701.88
FHMS K062 A2 DTD 02/01/2017 3.413% 12/01/2026	3137BUX60	500,000.00	AA+	Aaa	12/06/23	12/11/23	481,406.25	4.76	1,422.08	481,765.80	486,040.01
FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027	3137BVZ82	500,000.00	AA+	Aaa	12/06/23	12/11/23	481,503.91	4.73	1,429.17	481,851.64	486,136.18
FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	575,000.00	AA+	Aaa	11/22/23	11/28/23	543,172.85	5.05	1,553.94	544,059.84	554,982.17
FHMS KJ28 A2 DTD 02/27/2020 2.308% 10/01/2027	3137FREE7	573,203.51	AA+	Aaa	12/06/23	12/11/23	537,355.91	4.08	1,102.46	537,847.92	542,577.89
FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	478,344.37	AA+	Aaa	12/08/22	12/13/22	463,956.67	3.94	1,335.38	466,601.42	466,721.83
<b>Security Type Sub-Total</b>		<b>7,762,351.19</b>					<b>7,421,480.55</b>	<b>4.36</b>	<b>18,550.54</b>	<b>7,466,724.74</b>	<b>7,467,405.89</b>
<b>Corporate Note</b>											
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	3,083.33	799,993.70	794,240.00



**Managed Account Detail of Securities Held**

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

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

<b>Security Type/Description</b> <b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>											
AMERICAN EXPRESS CO CORP NOTES (CALLABLE) DTD 07/30/2019 2.500% 07/30/2024	025816CG2	400,000.00	BBB+	A2	11/19/21	11/23/21	414,320.00	1.14	4,194.44	402,728.34	392,908.00
UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024	904764BN6	100,000.00	A+	A1	02/22/22	02/24/22	96,599.00	2.05	241.71	99,153.53	96,960.20
UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024	904764BN6	175,000.00	A+	A1	08/09/21	08/12/21	175,000.00	0.63	422.98	175,000.00	169,680.35
BMW US CAPITAL LLC CORPORATE NOTES DTD 08/12/2021 0.750% 08/12/2024	05565EBU8	205,000.00	A	A2	08/09/21	08/12/21	204,981.55	0.75	593.65	204,996.23	199,377.67
COOPERAT RABOBANK UA/NY CORPORATE NOTES DTD 08/22/2022 3.875% 08/22/2024	21688AAU6	465,000.00	A+	Aa2	08/15/22	08/22/22	464,786.10	3.90	6,456.72	464,931.53	460,399.29
GOLDMAN SACHS GROUP INC (CALLABLE) CORP DTD 06/10/2021 5.895% 09/10/2024	38141GYE8	250,000.00	BBB+	A2	06/07/21	06/10/21	250,000.00	5.86	850.38	250,000.00	250,000.50
COOPERATIEVE RABOBANK UA CORPORATE NOTES DTD 01/12/2022 1.375% 01/10/2025	21688AAS1	500,000.00	A+	Aa2	01/19/22	01/24/22	496,040.00	1.65	3,265.63	498,627.54	480,222.50
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	3,492.85	326,503.79	316,232.80
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	125,000.00	A-	A2	02/22/22	02/24/22	123,847.50	2.20	937.50	124,569.55	120,680.25
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	215,000.00	A-	A2	01/31/22	02/07/22	214,993.55	1.88	1,612.50	214,997.63	207,570.03





**Managed Account Detail of Securities Held**

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

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

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>												
TOYOTA MOTOR CREDIT CORP CORP NOTES	DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	350,000.00	A+	A1	09/23/21	09/27/21	359,698.50	0.96	2,415.00	353,211.89	338,227.75
JPMORGAN CHASE & CO CORP NOTES (CALLABLE)	DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	295,000.00	A-	A1	02/09/21	02/16/21	295,000.00	0.56	622.82	295,000.00	293,279.56
AMERICAN EXPRESS CO CORP NOTES (CALLABLE)	DTD 03/04/2022 2.250% 03/04/2025	025816CQ0	120,000.00	BBB+	A2	03/01/22	03/04/22	119,878.80	2.29	877.50	119,952.67	116,141.40
AMERICAN EXPRESS CO CORP NOTES (CALLABLE)	DTD 03/04/2022 2.250% 03/04/2025	025816C00	205,000.00	BBB+	A2	03/02/22	03/04/22	204,633.05	2.31	1,499.06	204,856.70	198,408.23
EXXON MOBIL CORP CORPORATE NT (CALLABLE)	DTD 03/06/2015 2.709% 03/06/2025	30231GAF9	225,000.00	AA-	Aa2	03/26/21	03/30/21	238,932.00	1.10	1,947.09	228,516.61	219,746.25
JOHN DEERE CAPITAL CORP CORPORATE NOTES	DTD 03/07/2022 2.125% 03/07/2025	24422EWB1	60,000.00	A	A2	03/02/22	03/07/22	59,974.20	2.14	403.75	59,989.85	58,160.64
JOHN DEERE CAPITAL CORP CORPORATE NOTES	DTD 03/07/2022 2.125% 03/07/2025	24422EWB1	175,000.00	A	A2	03/03/22	03/07/22	175,350.00	2.06	1,177.60	175,137.64	169,635.20
BMW US CAPITAL LLC CORP NOTES	DTD 04/01/2022 3.250% 04/01/2025	05565EBZ7	240,000.00	A	A2	03/28/22	04/01/22	239,774.40	3.28	1,950.00	239,906.14	235,189.44
PACCAR FINANCIAL CORP CORPORATE NOTES	DTD 04/07/2022 2.850% 04/07/2025	69371RR73	500,000.00	A+	A1	03/31/22	04/07/22	499,870.00	2.86	3,325.00	499,945.20	488,676.50
BANK OF NY MELLON (CALLABLE) CORP NOTES	DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	225,000.00	A	A1	03/09/21	03/11/21	230,337.00	1.01	670.00	226,622.10	216,127.13



**Managed Account Detail of Securities Held**

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

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

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>												
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025		06406RAN7	250,000.00	A	A1	03/10/22	03/14/22	243,977.50	2.41	744.44	247,462.82	240,141.25
CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025		17252MAP5	145,000.00	A-	A3	05/02/22	05/04/22	144,575.15	3.55	833.75	144,811.09	142,390.87
CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025		17252MAP5	205,000.00	A-	A3	04/26/22	05/03/22	204,954.90	3.46	1,178.75	204,979.96	201,311.23
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025		172967MX6	350,000.00	BBB+	A3	04/28/21	05/04/21	350,917.00	0.91	572.25	350,101.52	344,291.85
USAA CAPITAL CORP CORPORATE NOTES DTD 05/26/2022 3.375% 05/01/2025		90327QD89	525,000.00	AA	Aa1	05/23/22	05/26/22	523,283.25	3.49	2,953.13	524,220.97	514,723.65
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/13/2022 3.400% 05/13/2025		14913R2V8	75,000.00	A	A2	05/10/22	05/13/22	74,992.50	3.40	340.00	74,996.59	73,673.18
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/13/2022 3.400% 05/13/2025		14913R2V8	225,000.00	A	A2	05/10/22	05/13/22	224,714.25	3.44	1,020.00	224,870.16	221,019.52
HERSHEY CO CORP NOTES (CALLABLE) DTD 06/01/2020 0.900% 06/01/2025		427866BF4	250,000.00	A	A1	02/23/22	02/25/22	240,037.50	2.17	187.50	245,679.02	236,403.50
HONEYWELL INTL CORP NOTES (CALLABLE) DTD 05/18/2020 1.350% 06/01/2025		438516CB0	350,000.00	A	A2	02/24/22	02/28/22	340,658.50	2.20	393.75	345,938.14	333,998.70
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025		46647PCH7	595,000.00	A-	A1	05/24/21	06/01/21	595,000.00	0.82	408.57	595,000.00	584,693.41
TRUIST FINANCIAL CORP NOTES (CALLABLE) DTD 06/05/2018 3.700% 06/05/2025		05531FBE2	475,000.00	A-	A3	02/07/22	02/09/22	499,358.00	2.09	1,269.31	485,106.20	464,493.48



**Managed Account Detail of Securities Held**

For the Month Ending **December 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
<b>Corporate Note</b>											
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 06/09/2022 3.500% 06/09/2025	63254ABD9	565,000.00	AA-	Aa3	05/31/22	06/09/22	565,000.00	3.50	1,208.47	565,000.00	555,445.85
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	65,000.00	A-	A2	05/02/22	05/04/22	64,691.90	3.61	99.67	64,856.24	63,658.46
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	85,000.00	A-	A2	04/27/22	05/04/22	84,977.05	3.46	130.33	84,989.29	83,245.69
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	100,000.00	A-	A2	05/03/22	05/05/22	99,532.00	3.61	153.33	99,781.44	97,936.10
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 06/30/2022 3.950% 06/30/2025	89236TKC8	225,000.00	A+	A1	06/27/22	06/30/22	224,786.25	3.98	24.69	224,893.52	222,150.83
JP MORGAN CHASE CORP NOTES (CALLABLE) DTD 07/21/2015 3.900% 07/15/2025	46625HMN7	475,000.00	A-	A1	03/10/22	03/14/22	489,834.25	2.91	8,542.08	481,180.94	468,109.18
MORGAN STANLEY CORP NOTES DTD 07/23/2015 4.000% 07/23/2025	6174468C6	225,000.00	A-	A1	06/22/22	06/24/22	224,581.50	4.06	3,950.00	224,788.33	221,948.10
IBM CORP CORPORATE NOTES DTD 07/27/2022 4.000% 07/27/2025	459200KS9	800,000.00	A-	A3	07/20/22	07/27/22	800,000.00	4.00	13,688.89	800,000.00	791,087.20
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	4,999.11	315,421.25	314,707.20
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	7,669.27	482,325.78	469,057.28
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	10,820.83	524,974.66	529,181.10



**Managed Account Detail of Securities Held**

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

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

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>												
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	1,346.78	114,943.16	112,426.30
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	3,640.00	299,881.78	297,173.10
NESTLE HOLDINGS INC CORP NOTE DTD 09/13/2022 4.000% 09/12/2025		641062BA1	395,000.00	AA-	Aa3	09/06/22	09/13/22	394,869.65	4.01	4,783.89	394,926.19	391,034.99
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	7,325.89	440,000.00	445,470.96
HOME DEPOT INC NOTES (CALLABLE) DTD 09/19/2022 4.000% 09/15/2025		437076CR1	115,000.00	A	A2	09/12/22	09/19/22	114,958.60	4.01	1,354.44	114,976.38	114,062.29
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	5,256.25	377,402.86	381,197.63
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	1,828.75	174,700.38	176,169.88
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	1,957.00	179,990.23	182,186.82
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	2,090.00	200,058.31	201,337.00
PNC FINANCIAL SERVICES CORP NOTE (CALLAB) DTD 10/28/2022 5.671% 10/28/2025		693475BH7	345,000.00	A-	A3	10/25/22	10/28/22	345,000.00	5.67	3,423.87	345,000.00	345,566.84
COMCAST CORP CORPORATE NOTES DTD 11/07/2022 5.250% 11/07/2025		20030NDZ1	145,000.00	A-	A3	10/31/22	11/07/22	144,960.85	5.26	1,141.88	144,975.85	146,638.94



**Managed Account Detail of Securities Held**

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

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

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>												
COMCAST CORP CORPORATE NOTES DTD 11/07/2022 5.250% 11/07/2025		20030NDZ1	230,000.00	A-	A3	11/03/22	11/07/22	229,395.10	5.35	1,811.25	229,626.90	232,599.69
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025		110122DN5	250,000.00	A	A2	02/22/22	02/24/22	236,870.00	2.23	250.00	243,405.99	232,955.25
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	1,782.08	524,635.80	524,904.45
AUST & NZ BANKING GRP NY CORPORATE NOTES DTD 12/08/2022 5.088% 12/08/2025		05254JAA8	445,000.00	AA-	Aa3	11/29/22	12/08/22	445,000.00	5.09	1,446.55	445,000.00	447,477.76
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 01/09/2023 4.800% 01/09/2026		24422EWP0	525,000.00	A	A2	01/03/23	01/09/23	524,753.25	4.82	12,040.00	524,833.62	527,757.83
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	7,816.25	441,031.72	438,507.45
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	21,331.04	915,000.00	920,568.69
STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026		857477BR3	225,000.00	A	A1	02/02/22	02/07/22	225,000.00	1.75	1,582.31	225,000.00	216,340.88
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	13,866.13	794,673.77	797,990.00
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026		61747YEM3	585,000.00	A-	A1	02/16/22	02/18/22	585,000.00	2.63	5,684.09	585,000.00	565,912.04
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	3,649.33	229,807.62	232,786.68



**Managed Account Detail of Securities Held**

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

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

<b>Security Type/Description</b>	<b>S&amp;P</b>	<b>Moody's</b>	<b>Trade</b>	<b>Settle</b>	<b>Original</b>	<b>YTM</b>	<b>Accrued</b>	<b>Amortized</b>	<b>Market</b>		
<b>Dated Date/Coupon/Maturity</b>	<b>Par</b>	<b>Rating</b>	<b>Rating</b>	<b>Date</b>	<b>Date</b>	<b>at Cost</b>	<b>Interest</b>	<b>Cost</b>	<b>Value</b>		
<b>CUSIP</b>											
<b>Corporate Note</b>											
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	3,671.25	274,274.61	273,578.53
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	6,300.00	399,903.32	406,277.60
STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	510,000.00	A	A1	02/17/22	02/22/22	520,266.30	2.38	3,739.87	514,117.40	495,688.38
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	2,975.00	415,060.43	413,802.10
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	2,587.50	429,981.62	431,013.15
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	4,446.67	799,703.25	798,668.80
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	1,328.82	250,077.22	249,372.75
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	2,537.50	100,429.19	101,797.00
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	3,552.50	139,246.28	142,515.80
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 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	4,694.38	184,809.41	188,324.45
BANK OF NEW YORK MELLON CORP NOTES (CALL) DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	165,000.00	A	A1	07/19/22	07/26/22	165,000.00	4.41	3,176.24	165,000.00	163,206.45



**Managed Account Detail of Securities Held**

For the Month Ending **December 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
<b>Corporate Note</b>											
BANK OF NEW YORK MELLON CORP NOTES (CALL DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	360,000.00	A	A1	07/20/22	07/26/22	361,173.60	4.32	6,929.98	360,611.47	356,086.80
TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	140,000.00	A-	A3	07/25/22	07/28/22	140,000.00	4.26	2,534.70	140,000.00	137,332.72
TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	175,000.00	A-	A3	07/26/22	07/28/22	175,175.00	4.23	3,168.38	175,091.65	171,665.90
STATE STREET CORP NOTES (CALLABLE) DTD 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	6,502.13	300,000.00	304,238.40
MERCEDES-BENZ FIN NA CORPORATE NOTES DTD 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	9,620.00	447,585.24	454,782.15
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 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	6,428.23	324,858.85	329,320.55
BANK OF AMERICA NA CORPORATE NOTES DTD 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	11,228.53	550,000.00	560,583.10
HOME DEPOT INC CORPORATE NOTES DTD 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	872.44	234,498.45	238,231.96
STATE STREET CORP NOTES (CALLABLE) DTD 11/04/2022 5.751% 11/04/2026	857477BX0	425,000.00	A	A1	11/03/22	11/07/22	424,409.25	5.79	3,869.94	424,579.42	431,264.93
ROCHE HOLDINGS INC CORP NOTE (CALLABLE) DTD 11/13/2023 5.265% 11/13/2026	771196CE0	675,000.00	AA	Aa2	11/22/23	11/27/23	678,118.50	5.10	4,738.50	678,021.41	688,974.53
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	08/09/23	424,597.50	5.40	1,968.75	427,679.81	433,545.30
WELLS FARGO CORP NOTES (CALLABLE) DTD 12/11/2023 5.254% 12/11/2026	94988J6F9	825,000.00	A+	Aa2	12/04/23	12/11/23	825,000.00	5.25	2,408.08	825,000.00	835,499.78



## Managed Account Detail of Securities Held

For the Month Ending **December 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
<b>Security Type Sub-Total</b>		<b>29,830,000.00</b>					<b>29,806,309.85</b>	<b>3.85</b>	<b>305,914.80</b>	<b>29,781,418.15</b>	<b>29,532,367.92</b>
<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	08/19/22	800,000.00	4.07	12,573.33	800,000.00	793,698.43
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	11,106.67	1,050,000.00	1,070,144.38
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 11/03/2022 5.530% 11/03/2025	65558UYF3	1,050,000.00	AA-	Aa3	11/02/22	11/03/22	1,050,000.00	5.53	9,354.92	1,050,000.00	1,042,873.65
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	23,854.83	1,050,000.00	1,029,832.65
<b>Security Type Sub-Total</b>		<b>3,950,000.00</b>					<b>3,950,000.00</b>	<b>5.13</b>	<b>56,889.75</b>	<b>3,950,000.00</b>	<b>3,936,549.11</b>
<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	08/11/22	417,775.00	3.89	1,151.04	421,355.78	413,347.78
<b>Security Type Sub-Total</b>		<b>425,000.00</b>					<b>417,775.00</b>	<b>3.89</b>	<b>1,151.04</b>	<b>421,355.78</b>	<b>413,347.78</b>
<b>Asset-Backed Security</b>											
WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	6,367.32	AAA	NR	06/16/20	06/24/20	6,366.82	0.63	1.78	6,367.18	6,355.90
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	164,993.43	163,743.72
KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	102,641.41	NR	Aaa	04/06/21	04/14/21	102,620.41	0.62	28.28	102,633.56	100,605.14
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	57,840.43	AAA	NR	04/20/21	04/28/21	57,834.35	0.38	9.77	57,838.06	57,050.83
KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	226,520.58	NR	Aaa	07/20/21	07/28/21	226,512.05	0.56	56.38	226,516.86	220,386.81





**Managed Account Detail of Securities Held**

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

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

<b>Security Type/Description</b> <b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Asset-Backed Security</b>											
HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	188,069.12	NR	Aaa	11/16/21	11/24/21	188,029.46	0.89	45.97	188,049.51	182,463.59
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	90,056.06	AAA	NR	04/13/21	04/21/21	90,036.64	0.52	20.81	90,047.49	88,059.34
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	145,007.95	AAA	NR	11/09/21	11/17/21	144,975.59	0.75	47.69	144,990.88	141,137.17
FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	190,203.29	AAA	NR	01/19/22	01/24/22	190,180.70	1.29	109.05	190,190.66	185,175.34
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	259,078.65	AAA	Aaa	07/21/21	07/28/21	259,036.03	0.55	63.33	259,057.23	250,808.65
BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	288,004.59	AAA	Aaa	05/10/22	05/18/22	287,989.61	3.21	154.08	287,995.30	283,145.49
COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	196,490.73	AAA	Aaa	10/19/21	10/27/21	196,487.02	0.77	67.24	196,488.68	190,138.05
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	264,969.10	256,225.72
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	284,995.92	279,356.83
GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	126,076.12	AAA	Aaa	10/13/21	10/21/21	126,072.90	0.68	35.72	126,074.34	121,916.99
WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	229,756.26	AAA	NR	10/26/21	11/03/21	229,724.97	0.81	82.71	229,738.63	223,092.34
HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	267,050.50	AAA	NR	03/09/22	03/16/22	267,040.22	2.22	263.49	267,044.25	260,691.41
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	504,955.90	489,994.78
ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	497,594.36	AAA	Aaa	05/10/22	05/18/22	497,498.03	3.31	732.02	497,532.82	489,734.41



**Managed Account Detail of Securities Held**

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

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

<b>Security Type/Description</b>	<b>S&amp;P</b>	<b>Moody's</b>	<b>Trade</b>	<b>Settle</b>	<b>Original</b>	<b>YTM</b>	<b>Accrued</b>	<b>Amortized</b>	<b>Market</b>		
<b>Dated Date/Coupon/Maturity</b>	<b>Par</b>	<b>Rating</b>	<b>Rating</b>	<b>Date</b>	<b>Date</b>	<b>Cost</b>	<b>at Cost</b>	<b>Cost</b>	<b>Value</b>		
<b>CUSIP</b>											
<b>Asset-Backed Security</b>											
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	499,960.09	482,370.45
GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	179,299.85	AAA	NR	01/11/22	01/19/22	179,284.26	1.26	94.13	179,290.56	173,959.10
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	669,917.59	660,103.83
HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	434,625.59	AAA	Aaa	04/12/22	04/20/22	434,553.23	3.06	591.09	434,578.73	426,881.74
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	244,966.97	240,164.04
CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	382,907.09	AAA	Aaa	04/21/22	04/28/22	382,848.85	3.49	593.93	382,869.19	376,716.02
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	499,975.66	487,330.05
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	224,973.51	221,616.14
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	564,990.75	557,302.72
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	339,998.38	334,730.54
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	739,919.02	725,955.69
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	494,925.42	491,537.08
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	569,968.58	557,903.97
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	814,877.90	798,457.29



**Managed Account Detail of Securities Held**

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

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

<b>Security Type/Description</b> <b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Asset-Backed Security</b>											
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	944,991.40	940,058.69
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	364,953.14	366,587.02
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	719,997.40	722,756.30
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	664,940.84	652,172.55
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	669,881.22	672,057.24
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	864,869.00	866,014.73
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	239,981.91	240,951.84
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	338,139.69
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	269,989.75	271,405.30
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	349,950.81	351,597.26
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	499,924.92	500,465.35
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	359,970.19	359,123.98
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	274,975.76	273,737.70
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	419,979.55	419,567.15



**Managed Account Detail of Securities Held**

For the Month Ending **December 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
<b>Asset-Backed Security</b>											
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	294,993.10	293,395.26
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	184,970.47	187,341.95
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	669,966.86	665,312.08
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	169,993.33	172,375.07
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	269,945.65	270,883.60
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	299,976.37	302,312.13
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	309,996.26	313,301.44
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	164,994.22	167,545.36
FITAT 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	559,967.78	566,131.27
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	865,000.00	AAA	NR	09/07/23	09/15/23	864,760.22	5.17	1,983.73	864,772.74	878,329.65
<b>Security Type Sub-Total</b>		<b>21,527,589.90</b>					<b>21,524,947.54</b>	<b>3.86</b>	<b>35,935.09</b>	<b>21,525,674.68</b>	<b>21,316,673.78</b>
<b>Managed Account Sub-Total</b>		<b>110,434,330.88</b>					<b>110,061,568.10</b>	<b>3.79</b>	<b>869,816.66</b>	<b>110,010,297.51</b>	<b>109,218,221.22</b>
<b>Joint Powers Authority</b>											
CAMP Pool		436,140.68	AAA	NR			436,140.68		0.00	436,140.68	436,140.68
<b>Liquid Sub-Total</b>		<b>436,140.68</b>					<b>436,140.68</b>		<b>0.00</b>	<b>436,140.68</b>	<b>436,140.68</b>



**Managed Account Detail of Securities Held**

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

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

<b>Securities Sub-Total</b>	<b>\$110,870,471.56</b>	<b>\$110,497,708.78</b>	<b>3.79%</b>	<b>\$869,816.66</b>	<b>\$110,446,438.19</b>	<b>\$109,654,361.90</b>
<b>Accrued Interest</b>						<b>\$869,816.66</b>
<b>Total Investments</b>						<b>\$110,524,178.56</b>



**Managed Account Security Transactions & Interest**

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

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

Transaction Type					Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
<b>BUY</b>										
11/27/23	12/04/23	HOME DEPOT INC CORPORATE NOTES DTD 12/04/2023 4.950% 09/30/2026	437076CV2	235,000.00	(234,485.35)	0.00	(234,485.35)			
12/04/23	12/05/23	US TREASURY N/B NOTES DTD 11/15/2023 4.625% 11/15/2026	91282CJK8	5,000,000.00	(5,034,960.94)	(12,706.04)	(5,047,666.98)			
12/04/23	12/11/23	WELLS FARGO CORP NOTES (CALLABLE) DTD 12/11/2023 5.254% 12/11/2026	94988J6F9	825,000.00	(825,000.00)	0.00	(825,000.00)			
12/06/23	12/11/23	FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027	3137BVZ82	500,000.00	(481,503.91)	(476.39)	(481,980.30)			
12/06/23	12/11/23	FHMS KJ28 A2 DTD 02/27/2020 2.308% 10/01/2027	3137FREE7	573,203.51	(537,355.91)	(367.49)	(537,723.40)			
12/06/23	12/11/23	FHMS K062 A2 DTD 02/01/2017 3.413% 12/01/2026	3137BUX60	500,000.00	(481,406.25)	(474.03)	(481,880.28)			
12/07/23	12/11/23	US TREASURY NOTES DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	3,250,000.00	(3,251,523.44)	(45,592.73)	(3,297,116.17)			
12/11/23	12/14/23	FNA 2016-M12 A2 DTD 11/30/2016 2.445% 09/01/2026	3136AUKX8	644,162.91	(604,984.72)	(568.74)	(605,553.46)			
<b>Transaction Type Sub-Total</b>				<b>11,527,366.42</b>	<b>(11,451,220.52)</b>	<b>(60,185.42)</b>	<b>(11,511,405.94)</b>			
<b>INTEREST</b>										
12/01/23	12/01/23	JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	595,000.00	0.00	2,451.40	2,451.40			
12/01/23	12/01/23	PNC BANK NA CORP NOTE (CALLABLE) DTD 06/01/2015 3.250% 06/01/2025	69353REQ7	425,000.00	0.00	6,906.25	6,906.25			
12/01/23	12/01/23	HONEYWELL INTL CORP NOTES (CALLABLE) DTD 05/18/2020 1.350% 06/01/2025	438516CB0	350,000.00	0.00	2,362.50	2,362.50			
12/01/23	12/01/23	HERSHEY CO CORP NOTES (CALLABLE) DTD 06/01/2020 0.900% 06/01/2025	427866BF4	250,000.00	0.00	1,125.00	1,125.00			
12/01/23	12/25/23	FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026	3137BRQJ7	1,150,000.00	0.00	2,462.92	2,462.92			
12/01/23	12/25/23	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	212,899.41	0.00	532.25	532.25			



**Managed Account Security Transactions & Interest**

For the Month Ending **December 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									
<b>INTEREST</b>										
12/01/23	12/25/23	FHMS K054 A2 DTD 04/20/2016 2.745% 01/01/2026	3137BNGT5	1,125,000.00	0.00	2,573.44	2,573.44			
12/01/23	12/25/23	FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	575,000.00	0.00	1,553.94	1,553.94			
12/01/23	12/25/23	FHMS K058 A2 DTD 11/09/2016 2.653% 08/01/2026	3137BSP72	855,000.00	0.00	1,890.26	1,890.26			
12/01/23	12/25/23	FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	487,935.81	0.00	1,362.15	1,362.15			
12/01/23	12/25/23	FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	500,000.00	0.00	1,394.58	1,394.58			
12/01/23	12/25/23	FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	550,000.00	0.00	1,372.71	1,372.71			
12/01/23	12/25/23	FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	312,847.50	0.00	704.43	704.43			
12/05/23	12/05/23	LINDE INC/CT CORPORATE NOTES (CALLABLE) DTD 12/05/2022 4.700% 12/05/2025	53522KAB9	525,000.00	0.00	12,337.50	12,337.50			
12/05/23	12/05/23	TRUIST FINANCIAL CORP NOTES (CALLABLE) DTD 06/05/2018 3.700% 06/05/2025	05531FBE2	475,000.00	0.00	8,787.50	8,787.50			
12/08/23	12/08/23	AUST & NZ BANKING GRP NY CORPORATE NOTES DTD 12/08/2022 5.088% 12/08/2025	05254JAA8	445,000.00	0.00	11,320.80	11,320.80			
12/09/23	12/09/23	NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 06/09/2022 3.500% 06/09/2025	63254ABD9	565,000.00	0.00	9,887.50	9,887.50			
12/11/23	12/11/23	GOLDMAN SACHS GROUP INC (CALLABLE) CORP DTD 06/10/2021 5.895% 09/10/2024	38141GYE8	250,000.00	0.00	3,700.41	3,700.41			
12/15/23	12/15/23	FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	203,274.54	0.00	218.52	218.52			
12/15/23	12/15/23	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	390,000.00	0.00	1,134.25	1,134.25			



**Managed Account Security Transactions & Interest**

For the Month Ending **December 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									
<b>INTEREST</b>										
12/15/23	12/15/23	KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7	670,000.00	0.00	2,283.58	2,283.58			
12/15/23	12/15/23	US TREASURY NOTES DTD 06/15/2023 4.125% 06/15/2026	91282CHH7	2,150,000.00	0.00	44,343.75	44,343.75			
12/15/23	12/15/23	COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/15/2026	14041NFY2	500,000.00	0.00	433.33	433.33			
12/15/23	12/15/23	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	14,173.32	0.00	7.44	7.44			
12/15/23	12/15/23	BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028	05522RDG0	270,000.00	0.00	1,077.75	1,077.75			
12/15/23	12/15/23	KCOT 2023-1A A3 DTD 03/31/2023 5.020% 06/15/2027	50117KAC4	365,000.00	0.00	1,526.92	1,526.92			
12/15/23	12/15/23	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	98,959.54	0.00	42.88	42.88			
12/15/23	12/15/23	NAROT 2023-A A3 DTD 04/26/2023 4.910% 11/15/2027	65480WAD3	500,000.00	0.00	2,045.83	2,045.83			
12/15/23	12/15/23	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			
12/15/23	12/15/23	FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028	344930AD4	310,000.00	0.00	1,351.08	1,351.08			
12/15/23	12/15/23	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	209,597.56	0.00	134.49	134.49			
12/15/23	12/15/23	TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	285,000.00	0.00	695.88	695.88			
12/15/23	12/15/23	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			
12/15/23	12/15/23	DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027	254683CS2	570,000.00	0.00	1,577.00	1,577.00			
12/15/23	12/15/23	KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	114,505.35	0.00	59.16	59.16			
12/15/23	12/15/23	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			
12/15/23	12/15/23	AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027	02582JJT8	815,000.00	0.00	2,302.38	2,302.38			





**Managed Account Security Transactions & Interest**

For the Month Ending **December 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									
<b>INTEREST</b>										
12/15/23	12/15/23	FORDO 2023-A A3 DTD 03/31/2023 4.650% 02/15/2028	344928AD8	275,000.00	0.00	1,065.63	1,065.63			
12/15/23	12/15/23	COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	500,000.00	0.00	1,166.67	1,166.67			
12/15/23	12/15/23	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	276,432.35	0.00	126.70	126.70			
12/15/23	12/15/23	CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	865,000.00	0.00	3,719.50	3,719.50			
12/15/23	12/15/23	CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	565,000.00	0.00	1,869.21	1,869.21			
12/15/23	12/15/23	HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	460,427.69	0.00	1,174.09	1,174.09			
12/15/23	12/15/23	TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	225,000.00	0.00	705.00	705.00			
12/15/23	12/15/23	HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	275,000.00	0.00	508.75	508.75			
12/15/23	12/15/23	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	245,970.55	0.00	166.03	166.03			
12/15/23	12/15/23	CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	670,000.00	0.00	2,981.50	2,981.50			
12/15/23	12/15/23	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	67,062.67	0.00	21.24	21.24			
12/15/23	12/15/23	HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3	720,000.00	0.00	3,234.00	3,234.00			
12/15/23	12/15/23	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	667.31	0.00	0.31	0.31			
12/15/23	12/15/23	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	156,113.25	0.00	96.27	96.27			
12/15/23	12/15/23	US TREASURY NOTES DTD 12/15/2021 1.000% 12/15/2024	91282CDN8	1,000,000.00	0.00	5,000.00	5,000.00			
12/15/23	12/15/23	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			
12/15/23	12/15/23	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			



**Managed Account Security Transactions & Interest**

For the Month Ending **December 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									
<b>INTEREST</b>										
12/15/23	12/15/23	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			
12/15/23	12/15/23	KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	245,508.27	0.00	114.57	114.57			
12/15/23	12/15/23	DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	265,000.00	0.00	128.08	128.08			
12/15/23	12/15/23	ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	945,000.00	0.00	3,748.50	3,748.50			
12/15/23	12/15/23	FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	560,000.00	0.00	2,580.67	2,580.67			
12/15/23	12/15/23	HART 2023-B A3 DTD 07/19/2023 5.480% 04/17/2028	44933XAD9	170,000.00	0.00	776.33	776.33			
12/15/23	12/15/23	AMXCA 2022-4 A DTD 11/03/2022 4.950% 10/15/2027	02582JJX9	270,000.00	0.00	1,113.75	1,113.75			
12/15/23	12/15/23	AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028	02582JJZ4	300,000.00	0.00	1,217.50	1,217.50			
12/15/23	12/15/23	MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	865,000.00	0.00	3,755.54	3,755.54			
12/15/23	12/15/23	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			
12/15/23	12/15/23	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			
12/15/23	12/15/23	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			
12/15/23	12/15/23	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			
12/15/23	12/15/23	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			
12/15/23	12/15/23	NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	250,000.00	0.00	4,312.50	4,312.50			
12/16/23	12/16/23	GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	245,000.00	0.00	632.92	632.92			



**Managed Account Security Transactions & Interest**

For the Month Ending **December 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									
<b>INTEREST</b>										
12/16/23	12/16/23	GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	340,000.00	0.00	1,031.33	1,031.33			
12/16/23	12/16/23	GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	133,994.92	0.00	75.93	75.93			
12/16/23	12/16/23	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	190,278.23	0.00	199.79	199.79			
12/16/23	12/16/23	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			
12/16/23	12/16/23	GMCAR 2023-3 A3 DTD 07/19/2023 5.450% 06/16/2028	36267KAD9	165,000.00	0.00	749.38	749.38			
12/20/23	12/20/23	VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	165,000.00	0.00	473.00	473.00			
12/21/23	12/21/23	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	201,931.93	0.00	148.08	148.08			
12/25/23	12/25/23	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	295,000.00	0.00	789.13	789.13			
12/25/23	12/25/23	BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028	05592XAD2	185,000.00	0.00	843.29	843.29			
12/30/23	12/30/23	TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 06/30/2022 3.950% 06/30/2025	89236TKC8	225,000.00	0.00	4,443.75	4,443.75			
<b>Transaction Type Sub-Total</b>				<b>35,032,580.20</b>	<b>0.00</b>	<b>199,929.98</b>	<b>199,929.98</b>			

<b>PAYDOWNS</b>										
12/01/23	12/25/23	FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	459.76	459.76	0.00	459.76	15.57	0.00	
12/01/23	12/25/23	FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	747.34	747.34	0.00	747.34	35.24	0.00	
12/01/23	12/25/23	FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	9,591.44	9,591.44	0.00	9,591.44	288.49	0.00	
12/01/23	12/25/23	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	3,509.62	3,509.62	0.00	3,509.62	(230.32)	0.00	



**Managed Account Security Transactions & Interest**

For the Month Ending **December 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									
<b>PAYDOWNS</b>										
12/15/23	12/15/23	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	7,092.91	7,092.91	0.00	7,092.91	1.08	0.00	
12/15/23	12/15/23	KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	11,863.94	11,863.94	0.00	11,863.94	2.43	0.00	
12/15/23	12/15/23	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	11,105.30	11,105.30	0.00	11,105.30	2.48	0.00	
12/15/23	12/15/23	HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	25,802.10	25,802.10	0.00	25,802.10	4.30	0.00	
12/15/23	12/15/23	FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	13,071.25	13,071.25	0.00	13,071.25	1.55	0.00	
12/15/23	12/15/23	ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	22,405.64	22,405.64	0.00	22,405.64	4.34	0.00	
12/15/23	12/15/23	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	9,222.24	9,222.24	0.00	9,222.24	0.97	0.00	
12/15/23	12/15/23	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	8,903.48	8,903.48	0.00	8,903.48	1.92	0.00	
12/15/23	12/15/23	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	667.31	667.31	0.00	667.31	0.05	0.00	
12/15/23	12/15/23	HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	7,949.50	7,949.50	0.00	7,949.50	0.31	0.00	
12/15/23	12/15/23	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	16,214.29	16,214.29	0.00	16,214.29	2.21	0.00	
12/15/23	12/15/23	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	17,353.70	17,353.70	0.00	17,353.70	2.86	0.00	
12/15/23	12/15/23	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	7,806.00	7,806.00	0.00	7,806.00	0.61	0.00	
12/15/23	12/15/23	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	13,106.83	13,106.83	0.00	13,106.83	0.25	0.00	
12/15/23	12/15/23	KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	18,987.69	18,987.69	0.00	18,987.69	0.72	0.00	
12/16/23	12/16/23	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	10,978.38	10,978.38	0.00	10,978.38	0.95	0.00	
12/16/23	12/16/23	GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	7,918.80	7,918.80	0.00	7,918.80	0.20	0.00	



## Managed Account Security Transactions & Interest

For the Month Ending **December 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									
<b>PAYDOWNS</b>										
12/21/23	12/21/23	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	13,862.81	13,862.81	0.00	13,862.81	2.92	0.00	
12/25/23	12/25/23	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	6,995.41	6,995.41	0.00	6,995.41	0.36	0.00	
<b>Transaction Type Sub-Total</b>				<b>245,615.74</b>	<b>245,615.74</b>	<b>0.00</b>	<b>245,615.74</b>	<b>139.49</b>	<b>0.00</b>	
<b>SELL</b>										
12/04/23	12/05/23	US TREASURY NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	2,725,000.00	2,654,533.20	3,220.12	2,657,753.32	(52,796.88)	(67,291.48)	FIFO
12/04/23	12/05/23	US TREASURY NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	2,420,000.00	2,349,574.22	3,526.43	2,353,100.65	(73,261.72)	(71,014.62)	FIFO
12/04/23	12/07/23	ROCHE HOLDINGS INC (CALLABLE) CORPORATE DTD 03/10/2022 2.132% 03/10/2025	771196BT8	695,000.00	669,896.60	3,580.87	673,477.47	(25,103.40)	(25,103.40)	FIFO
12/04/23	12/07/23	HOME DEPOT INC (CALLABLE) CORPORATE NOTE DTD 03/28/2022 2.700% 04/15/2025	437076CM2	80,000.00	77,577.60	312.00	77,889.60	(2,282.40)	(2,360.19)	FIFO
12/04/23	12/11/23	US TREASURY NOTES DTD 08/15/2021 0.375% 08/15/2024	91282CCT6	100,000.00	96,792.97	120.24	96,913.21	(3,097.66)	(3,181.85)	FIFO
12/06/23	12/11/23	US TREASURY NOTES DTD 08/15/2021 0.375% 08/15/2024	91282CCT6	1,000,000.00	967,890.63	1,202.45	969,093.08	(31,015.62)	(31,857.51)	FIFO
12/06/23	12/11/23	US TREASURY NOTES DTD 09/15/2021 0.375% 09/15/2024	91282CCX7	525,000.00	506,276.37	470.55	506,746.92	(16,590.82)	(18,170.09)	FIFO
12/07/23	12/11/23	INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	925,000.00	891,394.75	1,002.08	892,396.83	(32,920.75)	(33,426.01)	FIFO
12/07/23	12/11/23	US TREASURY NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	520,000.00	505,375.00	789.54	506,164.54	(14,564.06)	(14,612.65)	FIFO
12/07/23	12/11/23	US TREASURY NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	900,000.00	874,687.50	1,366.51	876,054.01	(24,363.28)	(25,119.99)	FIFO
12/07/23	12/11/23	US TREASURY NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	980,000.00	952,437.50	1,487.97	953,925.47	(28,710.94)	(27,794.54)	FIFO
12/11/23	12/14/23	US TREASURY NOTES DTD 09/15/2021 0.375% 09/15/2024	91282CCX7	625,000.00	602,832.03	579.50	603,411.53	(19,628.91)	(21,516.08)	FIFO



**Managed Account Security Transactions & Interest**

For the Month Ending **December 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									
<b>Transaction Type Sub-Total</b>				<b>11,495,000.00</b>	<b>11,149,268.37</b>	<b>17,658.26</b>	<b>11,166,926.63</b>	<b>(324,336.44)</b>	<b>(341,448.41)</b>	
<b>Managed Account Sub-Total</b>					<b>(56,336.41)</b>	<b>157,402.82</b>	<b>101,066.41</b>	<b>(324,196.95)</b>	<b>(341,448.41)</b>	
<b>Total Security Transactions</b>					<b>(\$56,336.41)</b>	<b>\$157,402.82</b>	<b>\$101,066.41</b>	<b>(\$324,196.95)</b>	<b>(\$341,448.41)</b>	



## Account Statement

For the Month Ending **December 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>					<b>345,456.42</b>
12/01/23	12/01/23	Purchase - Interest 427866BF4	1.00	1,125.00	346,581.42
12/01/23	12/01/23	Purchase - Interest 438516CB0	1.00	2,362.50	348,943.92
12/01/23	12/01/23	Purchase - Interest 46647PCH7	1.00	2,451.40	351,395.32
12/01/23	12/01/23	Purchase - Interest 69353REQ7	1.00	6,906.25	358,301.57
12/04/23	12/04/23	Redemption - Principal 437076CV2	1.00	(234,485.35)	123,816.22
12/05/23	12/05/23	Purchase - Interest 05531FBE2	1.00	8,787.50	132,603.72
12/05/23	12/05/23	Purchase - Interest 53522KAB9	1.00	12,337.50	144,941.22
12/05/23	12/05/23	Purchase - Interest 91282CCG4	1.00	3,220.12	148,161.34
12/05/23	12/05/23	Purchase - Principal 91282CCG4	1.00	2,654,533.20	2,802,694.54
12/05/23	12/05/23	Purchase - Interest 91282CCL3	1.00	3,526.43	2,806,220.97
12/05/23	12/05/23	Purchase - Principal 91282CCL3	1.00	2,349,574.22	5,155,795.19
12/05/23	12/05/23	Redemption - Principal 91282CJK8	1.00	(5,034,960.94)	120,834.25
12/05/23	12/05/23	Redemption - Interest 91282CJK8	1.00	(12,706.04)	108,128.21
12/07/23	12/07/23	Purchase - Principal 437076CM2	1.00	77,577.60	185,705.81
12/07/23	12/07/23	Purchase - Interest 437076CM2	1.00	312.00	186,017.81
12/07/23	12/07/23	Purchase - Principal 771196BT8	1.00	669,896.60	855,914.41
12/07/23	12/07/23	Purchase - Interest 771196BT8	1.00	3,580.87	859,495.28
12/08/23	12/08/23	Purchase - Interest 05254JAA8	1.00	11,320.80	870,816.08
12/11/23	12/11/23	Purchase - Interest 63254ABD9	1.00	9,887.50	880,703.58
12/11/23	12/11/23	Purchase - Interest 91282CCL3	1.00	3,644.02	884,347.60
12/11/23	12/11/23	Purchase - Principal 91282CCL3	1.00	2,332,500.00	3,216,847.60



**Account Statement**

For the Month Ending **December 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>					
12/11/23	12/11/23	Purchase - Interest 91282CCT6	1.00	1,202.45	3,218,050.05
12/11/23	12/11/23	Purchase - Principal 91282CCT6	1.00	96,792.97	3,314,843.02
12/11/23	12/11/23	Purchase - Principal 91282CCT6	1.00	967,890.63	4,282,733.65
12/11/23	12/11/23	Purchase - Interest 91282CCT6	1.00	120.24	4,282,853.89
12/11/23	12/11/23	Purchase - Principal 91282CCX7	1.00	506,276.37	4,789,130.26
12/11/23	12/11/23	Purchase - Interest 91282CCX7	1.00	470.55	4,789,600.81
12/11/23	12/11/23	Purchase - Interest 4581X0DZ8	1.00	1,002.08	4,790,602.89
12/11/23	12/11/23	Purchase - Principal 4581X0DZ8	1.00	891,394.75	5,681,997.64
12/11/23	12/11/23	Redemption - Interest 91282CHU8	1.00	(45,592.73)	5,636,404.91
12/11/23	12/11/23	Redemption - Principal 91282CHU8	1.00	(3,251,523.44)	2,384,881.47
12/11/23	12/11/23	Redemption - Principal 94988J6F9	1.00	(825,000.00)	1,559,881.47
12/11/23	12/11/23	Redemption - Interest 3137BUX60	1.00	(474.03)	1,559,407.44
12/11/23	12/11/23	Redemption - Principal 3137BUX60	1.00	(481,406.25)	1,078,001.19
12/11/23	12/11/23	Redemption - Principal 3137BVZ82	1.00	(481,503.91)	596,497.28
12/11/23	12/11/23	Redemption - Interest 3137BVZ82	1.00	(476.39)	596,020.89
12/11/23	12/11/23	Redemption - Principal 3137FREE7	1.00	(538,036.18)	57,984.71
12/11/23	12/11/23	Redemption - Interest 3137FREE7	1.00	(367.95)	57,616.76
12/13/23	12/13/23	Individual Portfolio Interest 38141GYE8 from 12/12/2023	1.00	3,701.91	61,318.67
12/14/23	12/14/23	Purchase - Principal 91282CCX7	1.00	602,832.03	664,150.70
12/14/23	12/14/23	Purchase - Interest 91282CCX7	1.00	579.50	664,730.20
12/14/23	12/14/23	Redemption - Interest 3136AUKX8	1.00	(568.74)	664,161.46
12/14/23	12/14/23	Redemption - Principal 3136AUKX8	1.00	(604,984.72)	59,176.74





**Account Statement**

For the Month Ending **December 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>					
12/15/23	12/15/23	Purchase - Interest 63743HFE7	1.00	4,312.50	63,489.24
12/15/23	12/15/23	Purchase - Interest 91282CDN8	1.00	5,000.00	68,489.24
12/15/23	12/15/23	Purchase - Interest 91282CHH7	1.00	44,343.75	112,832.99
12/15/23	12/15/23	Purchase - Interest 98163WAC0	1.00	7.44	112,840.43
12/15/23	12/15/23	Purchase - Interest 89239HAD0	1.00	1,060.00	113,900.43
12/15/23	12/15/23	Purchase - Interest 89238FAD5	1.00	695.88	114,596.31
12/15/23	12/15/23	Purchase - Interest 89231CAD9	1.00	705.00	115,301.31
12/15/23	12/15/23	Purchase - Interest 891941AD8	1.00	1,648.50	116,949.81
12/15/23	12/15/23	Purchase - Interest 891940AC2	1.00	1,311.83	118,261.64
12/15/23	12/15/23	Purchase - Interest 65480WAD3	1.00	2,045.83	120,307.47
12/15/23	12/15/23	Purchase - Interest 65480JAC4	1.00	1,839.75	122,147.22
12/15/23	12/15/23	Purchase - Interest 58769VAC4	1.00	0.31	122,147.53
12/15/23	12/15/23	Purchase - Interest 58768PAC8	1.00	3,755.54	125,903.07
12/15/23	12/15/23	Purchase - Interest 50117XAE2	1.00	114.57	126,017.64
12/15/23	12/15/23	Purchase - Interest 50117EAC8	1.00	1,123.63	127,141.27
12/15/23	12/15/23	Purchase - Interest 44933XAD9	1.00	776.33	127,917.60
12/15/23	12/15/23	Purchase - Interest 44933DAD3	1.00	3,234.00	131,151.60
12/15/23	12/15/23	Purchase - Interest 448977AD0	1.00	508.75	131,660.35
12/15/23	12/15/23	Purchase - Interest 437927AC0	1.00	1,437.92	133,098.27
12/15/23	12/15/23	Purchase - Interest 41285JAD0	1.00	1,515.00	134,613.27
12/15/23	12/15/23	Purchase - Interest 41284YAD8	1.00	1,174.09	135,787.36
12/15/23	12/15/23	Purchase - Interest 345286AC2	1.00	218.52	136,005.88



**Account Statement**

For the Month Ending **December 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>					
12/15/23	12/15/23	Purchase - Interest 31680EAD3	1.00	2,580.67	138,586.55
12/15/23	12/15/23	Purchase - Interest 254683CY9	1.00	2,406.42	140,992.97
12/15/23	12/15/23	Purchase - Interest 254683CW3	1.00	1,972.83	142,965.80
12/15/23	12/15/23	Purchase - Interest 254683CS2	1.00	1,577.00	144,542.80
12/15/23	12/15/23	Purchase - Interest 254683CP8	1.00	128.08	144,670.88
12/15/23	12/15/23	Purchase - Interest 161571HT4	1.00	3,719.50	148,390.38
12/15/23	12/15/23	Purchase - Interest 14318UAD3	1.00	2,981.50	151,371.88
12/15/23	12/15/23	Purchase - Interest 14318MAD1	1.00	1,869.21	153,241.09
12/15/23	12/15/23	Purchase - Interest 14317HAC5	1.00	1,134.25	154,375.34
12/15/23	12/15/23	Purchase - Interest 14317DAC4	1.00	126.70	154,502.04
12/15/23	12/15/23	Purchase - Interest 14314QAC8	1.00	42.88	154,544.92
12/15/23	12/15/23	Purchase - Interest 14041NFZ9	1.00	1,166.67	155,711.59
12/15/23	12/15/23	Purchase - Interest 14041NFY2	1.00	433.33	156,144.92
12/15/23	12/15/23	Purchase - Interest 05522RDG0	1.00	1,077.75	157,222.67
12/15/23	12/15/23	Purchase - Interest 02582JJZ4	1.00	1,217.50	158,440.17
12/15/23	12/15/23	Purchase - Interest 02582JJX9	1.00	1,113.75	159,553.92
12/15/23	12/15/23	Purchase - Interest 02582JJT8	1.00	2,302.38	161,856.30
12/15/23	12/15/23	Purchase - Interest 02008MAC3	1.00	3,748.50	165,604.80
12/15/23	12/15/23	Purchase - Interest 02008JAC0	1.00	1,434.33	167,039.13
12/15/23	12/15/23	Purchase - Interest 50117KAC4	1.00	1,526.92	168,566.05
12/15/23	12/15/23	Purchase - Interest 50117JAC7	1.00	2,283.58	170,849.63
12/15/23	12/15/23	Purchase - Interest 344930AD4	1.00	1,351.08	172,200.71



**Account Statement**

For the Month Ending **December 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>					
12/15/23	12/15/23	Purchase - Interest 344928AD8	1.00	1,065.63	173,266.34
12/15/23	12/15/23	Purchase - Interest 98163KAC6	1.00	166.03	173,432.37
12/15/23	12/15/23	Purchase - Interest 50117TAC5	1.00	59.16	173,491.53
12/15/23	12/15/23	Purchase - Interest 44935FAD6	1.00	96.27	173,587.80
12/15/23	12/15/23	Purchase - Interest 44933LAC7	1.00	21.24	173,609.04
12/15/23	12/15/23	Purchase - Interest 14044CAC6	1.00	134.49	173,743.53
12/15/23	12/15/23	Purchase - Interest 14041NGA3	1.00	2,152.17	175,895.70
12/15/23	12/15/23	Purchase - Principal 345286AC2	1.00	13,071.25	188,966.95
12/15/23	12/15/23	Purchase - Principal 41284YAD8	1.00	25,802.10	214,769.05
12/15/23	12/15/23	Purchase - Principal 448977AD0	1.00	7,949.50	222,718.55
12/15/23	12/15/23	Purchase - Principal 14317DAC4	1.00	17,353.70	240,072.25
12/15/23	12/15/23	Purchase - Principal 14314QAC8	1.00	8,903.48	248,975.73
12/15/23	12/15/23	Purchase - Principal 44933LAC7	1.00	9,222.24	258,197.97
12/15/23	12/15/23	Purchase - Principal 02008JAC0	1.00	22,405.64	280,603.61
12/15/23	12/15/23	Purchase - Principal 14044CAC6	1.00	13,106.83	293,710.44
12/15/23	12/15/23	Purchase - Principal 44935FAD6	1.00	11,105.30	304,815.74
12/15/23	12/15/23	Purchase - Principal 14317HAC5	1.00	7,092.91	311,908.65
12/15/23	12/15/23	Purchase - Principal 98163KAC6	1.00	16,214.29	328,122.94
12/15/23	12/15/23	Purchase - Principal 98163WAC0	1.00	7,806.00	335,928.94
12/15/23	12/15/23	Purchase - Principal 58769VAC4	1.00	667.32	336,596.26
12/15/23	12/15/23	Purchase - Principal 50117XAE2	1.00	18,987.69	355,583.95
12/15/23	12/15/23	Purchase - Principal 50117TAC5	1.00	11,863.94	367,447.89



**Account Statement**

For the Month Ending **December 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>					
12/18/23	12/18/23	Purchase - Interest 362554AC1	1.00	75.93	367,523.82
12/18/23	12/18/23	Purchase - Interest 362583AD8	1.00	1,098.88	368,622.70
12/18/23	12/18/23	Purchase - Interest 362585AC5	1.00	632.92	369,255.62
12/18/23	12/18/23	Purchase - Interest 36265WAD5	1.00	1,031.33	370,286.95
12/18/23	12/18/23	Purchase - Interest 36267KAD9	1.00	749.38	371,036.33
12/18/23	12/18/23	Purchase - Interest 380146AC4	1.00	199.79	371,236.12
12/18/23	12/18/23	Purchase - Principal 380146AC4	1.00	10,978.38	382,214.50
12/18/23	12/18/23	Purchase - Principal 362554AC1	1.00	7,918.80	390,133.30
12/20/23	12/20/23	Correction to Individual Portfolio Interest 38141GYE8 from 12/19/2023	1.00	3,700.41	393,833.71
12/20/23	12/20/23	Purchase - Interest 92868AAC9	1.00	473.00	394,306.71
12/20/23	12/20/23	Correction to Individual Portfolio Interest 38141GYE8 from 12/19/2023	1.00	(3,701.91)	390,604.80
12/21/23	12/21/23	Purchase - Interest 43815GAC3	1.00	148.08	390,752.88
12/21/23	12/21/23	Purchase - Principal 43815GAC3	1.00	13,862.81	404,615.69
12/26/23	12/26/23	Purchase - Interest 05592XAD2	1.00	843.29	405,458.98
12/26/23	12/26/23	Purchase - Interest 05602RAD3	1.00	789.13	406,248.11
12/26/23	12/26/23	Purchase - Interest 3136ARTE8	1.00	704.43	406,952.54
12/26/23	12/26/23	Purchase - Interest 3137BN6G4	1.00	1,372.71	408,325.25
12/26/23	12/26/23	Purchase - Interest 3137BNGT5	1.00	2,573.44	410,898.69
12/26/23	12/26/23	Purchase - Interest 3137BRQJ7	1.00	2,462.92	413,361.61
12/26/23	12/26/23	Purchase - Interest 3137BSP72	1.00	1,890.26	415,251.87
12/26/23	12/26/23	Purchase - Interest 3137BTUM1	1.00	1,394.58	416,646.45
12/26/23	12/26/23	Purchase - Interest 3140J9DU2	1.00	532.25	417,178.70



### Account Statement

For the Month Ending **December 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>					
12/26/23	12/26/23	Purchase - Interest 3137F1G44	1.00	1,553.94	418,732.64
12/26/23	12/26/23	Purchase - Interest 3137FETM2	1.00	1,362.15	420,094.79
12/26/23	12/26/23	Purchase - Principal 3137FETM2	1.00	9,591.44	429,686.23
12/26/23	12/26/23	Purchase - Principal 3140J9DU2	1.00	3,509.62	433,195.85
12/26/23	12/26/23	Purchase - Principal 3137BTUM1	1.00	747.34	433,943.19
12/26/23	12/26/23	Purchase - Principal 3136ARTE8	1.00	459.76	434,402.95
12/27/23	12/27/23	Purchase - Reversal of Interest 3137FREE7 from 12/11/2023	1.00	367.95	434,770.90
12/27/23	12/27/23	Purchase - Reversal of Principal 3137FREE7 from 12/11/2023	1.00	538,036.18	972,807.08
12/27/23	12/27/23	Redemption - Correction to Principal 3137FREE7 from 12/11/2023	1.00	(537,355.91)	435,451.17
12/27/23	12/27/23	Redemption - Correction to Interest 3137FREE7 from 12/11/2023	1.00	(367.49)	435,083.68
12/27/23	12/27/23	IP Fees November 2023	1.00	(7,704.27)	427,379.41
12/27/23	12/27/23	U.S. Bank Fees October 2023	1.00	(61.90)	427,317.51
12/28/23	12/28/23	Purchase - Principal 05602RAD3	1.00	6,995.41	434,312.92
12/29/23	01/02/24	Accrual Income Div Reinvestment - Distributions	1.00	1,827.76	436,140.68



**Account Statement**

For the Month Ending **December 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>Closing Balance</b>					<b>436,140.68</b>
		<b>Month of December</b>	<b>Fiscal YTD July-December</b>		
<b>Opening Balance</b>		345,456.42	0.00	<b>Closing Balance</b>	436,140.68
<b>Purchases</b>		12,151,962.41	14,579,994.24	<b>Average Monthly Balance</b>	387,851.57
<b>Redemptions (Excl. Checks)</b>		(12,061,278.15)	(14,143,853.56)	<b>Monthly Distribution Yield</b>	5.55%
<b>Check Disbursements</b>		0.00	0.00		
<b>Closing Balance</b>		<b>436,140.68</b>	<b>436,140.68</b>		
<b>Cash Dividends and Income</b>		1,827.76	3,155.91		

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of May 14, 2024  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Lauren Posada, City Treasurer *LP*  
**SUBJECT:** Approval of Treasurer's Report for January of 2024

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**RECOMMENDED ACTION**

It is recommended that the City Council receive and file January 2024 Treasurer's Report.

**FISCAL IMPACT**

There is no fiscal impact of this action.

**DISCUSSION**

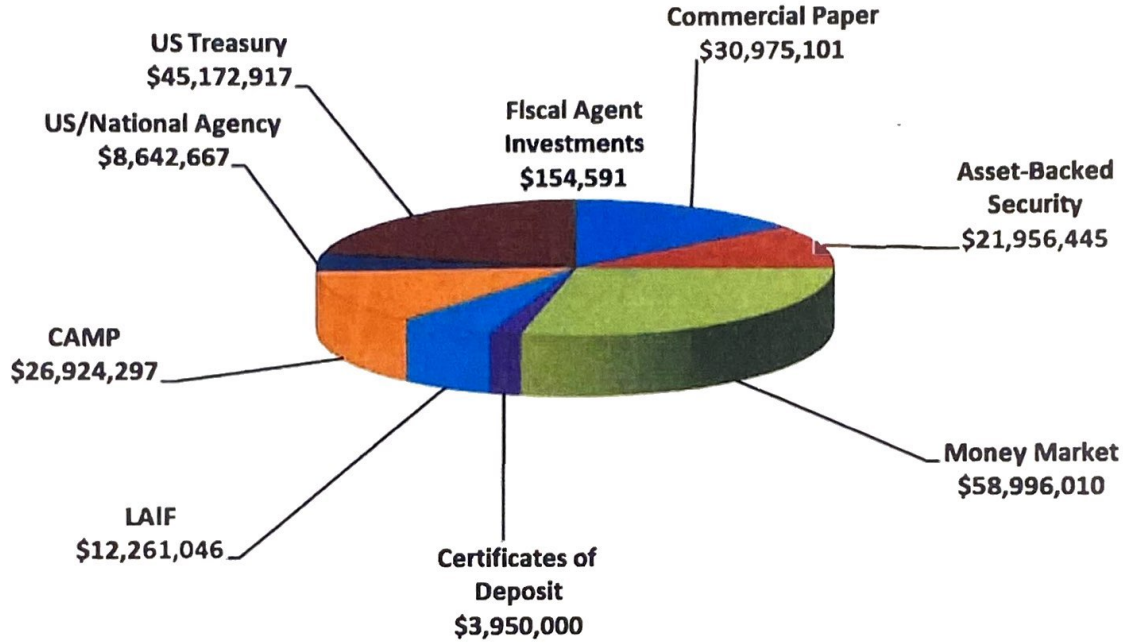
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting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

**ATTACHMENTS**

A. City Treasurer's Report

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

**January 31, 2024**



**Total of City and Fiscal Agent Investments = \$209,033,074**

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

  
Lauren Posada  
City Treasurer

  
Dawn Merchant  
Finance Director



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

	<u>Amount</u>
Antioch Public Financing Authority 2015 Refunding Bonds (02 Lease Rev)	2,104
Antioch Development Agency 2009 Tax Allocation Bonds	152,487
	<u><u>\$154,591</u></u>



Consolidated Summary Statement

City of Antioch

Portfolio Summary			
Portfolio Holdings	Cash Dividends and Income	Closing Market Value	Current Yield
CAMP Pool	126,614.64	26,924,297.04	5.54 %
CAMP Managed Account	162,829.72	110,175,533.08	* N/A
<b>Total</b>	<b>\$289,444.36</b>	<b>\$137,099,830.12</b>	

\* Not Applicable

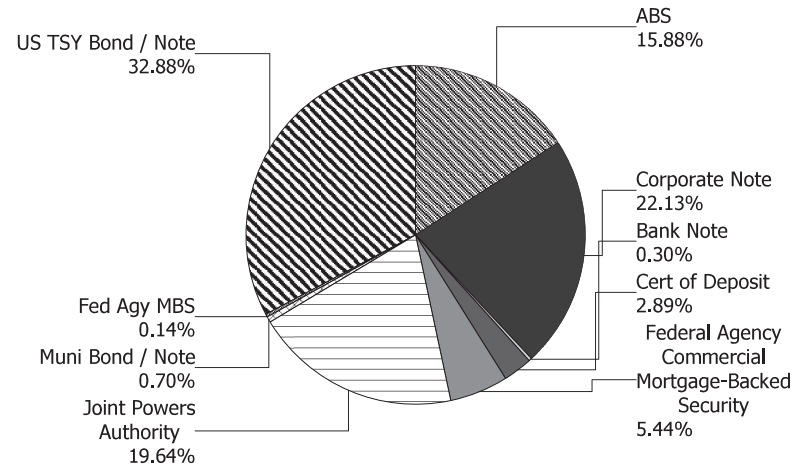
Investment Allocation		
Investment Type	Closing Market Value	Percent
Asset-Backed Security	21,768,160.47	15.88
Corporate Note	30,340,062.72	22.13
Bank Note	414,239.00	0.30
Certificate of Deposit	3,960,403.32	2.89
Federal Agency Commercial Mortgage-Backed Ser	7,452,468.89	5.44
Joint Powers Authority	26,924,297.04	19.64
Municipal Bond / Note	958,968.60	0.70
Federal Agency Mortgage-Backed Security	196,304.71	0.14
U.S. Treasury Bond / Note	45,084,925.37	32.88
<b>Total</b>	<b>\$137,099,830.12</b>	<b>100.00%</b>

Maturity Distribution (Fixed Income Holdings)

Portfolio Holdings	Closing Market Value	Percent
Under 30 days	26,924,297.04	19.65
31 to 60 days	0.00	0.00
61 to 90 days	0.00	0.00
91 to 180 days	795,200.00	0.58
181 days to 1 year	7,158,148.01	5.22
1 to 2 years	33,388,245.17	24.35
2 to 3 years	51,111,969.04	37.28
3 to 4 years	12,562,981.46	9.16
4 to 5 years	4,962,684.69	3.62
Over 5 years	196,304.71	0.14
<b>Total</b>	<b>\$137,099,830.12</b>	<b>100.00%</b>

Weighted Average Days to Maturity 677

Sector Allocation





**Account Statement**

For the Month Ending **January 31, 2024**

**Consolidated Summary Statement**

City of Antioch

<b>Account Number</b>	<b>Account Name</b>	<b>Opening Market Value</b>	<b>Purchases / Deposits</b>	<b>Redemptions / Sales / Maturities</b>	<b>Unsettled Trades</b>	<b>Change in Value</b>	<b>Closing Market Value</b>	<b>Cash Dividends and Income</b>
6090-001	City of Antioch	26,767,736.57	125,489.42	0.00	0.00	0.00	26,893,225.99	125,489.42
6090-002	Investment Portfolio	109,654,361.90	11,555,454.77	(11,111,159.30)	0.00	107,946.76	110,206,604.13	163,954.94
<b>Total</b>		<b>\$136,422,098.47</b>	<b>\$11,680,944.19</b>	<b>(\$11,111,159.30)</b>	<b>\$0.00</b>	<b>\$107,946.76</b>	<b>\$137,099,830.12</b>	<b>\$289,444.36</b>



### Account Statement - Transaction Summary

For the Month Ending **January 31, 2024**

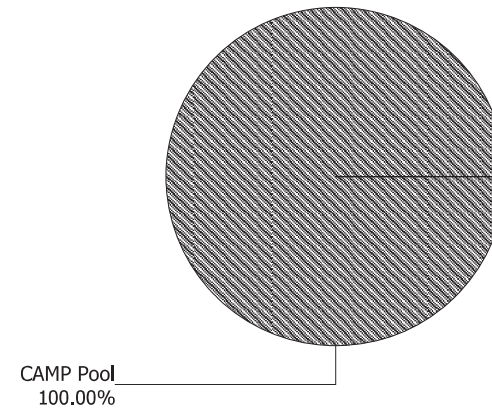
City of Antioch - City of Antioch - 6090-001

<b>CAMP Pool</b>	
Opening Market Value	26,767,736.57
Purchases	125,489.42
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$26,893,225.99</b>
Cash Dividends and Income	125,489.42

<b>Asset Summary</b>	<b>January 31, 2024</b>	<b>December 31, 2023</b>
<b>CAMP Pool</b>	26,893,225.99	26,767,736.57
<b>Total</b>	<b>\$26,893,225.99</b>	<b>\$26,767,736.57</b>

<b>Asset Allocation</b>	
CAMP Pool	100.00%





**Account Statement**

For the Month Ending **January 31, 2024**

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>					<b>26,767,736.57</b>
01/31/24	02/01/24	Accrual Income Div Reinvestment - Distributions	1.00	125,489.42	26,893,225.99
<b>Closing Balance</b>					<b>26,893,225.99</b>

	Month of January	Fiscal YTD July-January
<b>Opening Balance</b>	26,767,736.57	26,035,965.31
<b>Purchases</b>	125,489.42	857,260.68
<b>Redemptions (Excl. Checks)</b>	0.00	0.00
<b>Check Disbursements</b>	0.00	0.00
<b>Closing Balance</b>	<b>26,893,225.99</b>	<b>26,893,225.99</b>
<b>Cash Dividends and Income</b>	125,489.42	857,260.68

<b>Closing Balance</b>	26,893,225.99
<b>Average Monthly Balance</b>	26,771,784.62
<b>Monthly Distribution Yield</b>	5.54%



## Account Statement - Transaction Summary

For the Month Ending **January 31, 2024**

City of Antioch - Investment Portfolio - 6090-002

CAMP Pool	
Opening Market Value	436,140.68
Purchases	5,584,523.97
Redemptions	(5,989,593.60)
Unsettled Trades	0.00
Change in Value	0.00

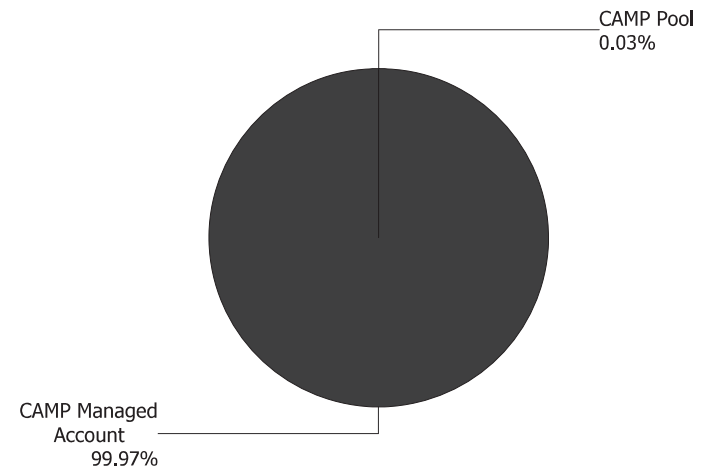
<b>Closing Market Value</b>	<b>\$31,071.05</b>
Cash Dividends and Income	1,125.22

CAMP Managed Account	
Opening Market Value	109,218,221.22
Purchases	5,970,930.80
Redemptions	(5,121,565.70)
Unsettled Trades	0.00
Change in Value	107,946.76

<b>Closing Market Value</b>	<b>\$110,175,533.08</b>
Cash Dividends and Income	162,829.72

Asset Summary		
	January 31, 2024	December 31, 2023
<b>CAMP Pool</b>	31,071.05	436,140.68
<b>CAMP Managed Account</b>	110,175,533.08	109,218,221.22
<b>Total</b>	<b>\$110,206,604.13</b>	<b>\$109,654,361.90</b>

### Asset Allocation





## Managed Account Summary Statement

For the Month Ending **January 31, 2024**

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

Transaction Summary - Money Market		Transaction Summary - Managed Account		Account Total	
<b>Opening Market Value</b>	<b>\$436,140.68</b>	<b>Opening Market Value</b>	<b>\$109,218,221.22</b>	<b>Opening Market Value</b>	<b>\$109,654,361.90</b>
Purchases	5,584,523.97	Maturities/Calls	(312,836.62)		
Redemptions	(5,989,593.60)	Principal Dispositions	(4,808,729.08)		
		Principal Acquisitions	5,970,930.80		
		Unsettled Trades	0.00		
		Change in Current Value	107,946.76		
<b>Closing Market Value</b>	<b>\$31,071.05</b>	<b>Closing Market Value</b>	<b>\$110,175,533.08</b>	<b>Closing Market Value</b>	<b>\$110,206,604.13</b>
Dividend	1,125.22				

Earnings Reconciliation (Cash Basis) - Managed Account	
Interest/Dividends/Coupons Received	457,387.97
Less Purchased Interest Related to Interest/Coupons	(10,292.01)
Plus Net Realized Gains/Losses	(284,266.24)
<b>Total Cash Basis Earnings</b>	<b>\$162,829.72</b>

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

Earnings Reconciliation (Accrual Basis)	Managed Account	Total
Ending Amortized Value of Securities	110,697,129.76	110,728,200.81
Ending Accrued Interest	771,670.89	771,670.89
Plus Proceeds from Sales	4,821,952.55	10,811,546.15
Plus Proceeds of Maturities/Calls/Principal Payments	312,836.62	312,836.62
Plus Coupons/Dividends Received	444,164.50	444,164.50
Less Cost of New Purchases	(5,981,222.81)	(11,565,746.78)
Less Beginning Amortized Value of Securities	(110,010,297.51)	(110,446,438.19)
Less Beginning Accrued Interest	(869,816.66)	(869,816.66)
Dividends	0.00	1,125.22
<b>Total Accrual Basis Earnings</b>	<b>\$186,417.34</b>	<b>\$187,542.56</b>

Cash Transactions Summary- Managed Account	
Maturities/Calls	0.00
Sale Proceeds	4,821,952.55
Coupon/Interest/Dividend Income	444,164.50
Principal Payments	312,836.62
Security Purchases	(5,981,222.81)
Net Cash Contribution	402,269.14
Reconciling Transactions	0.00



## Portfolio Summary and Statistics

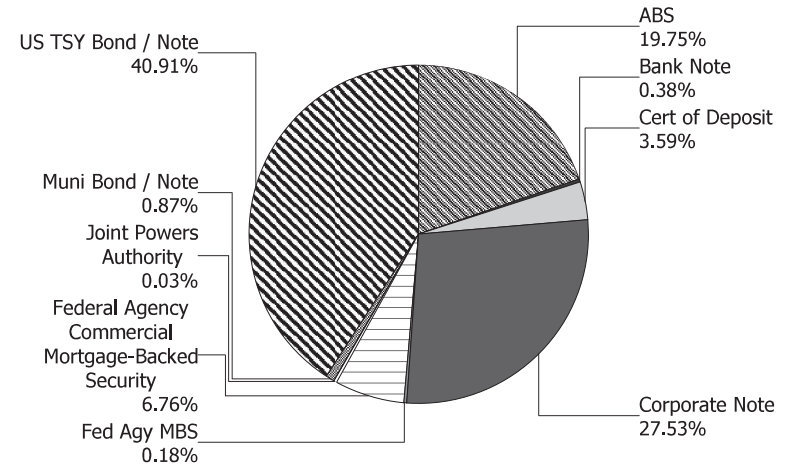
For the Month Ending **January 31, 2024**

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

### Account Summary

Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	45,225,000.00	45,084,925.37	40.91
Municipal Bond / Note	1,005,000.00	958,968.60	0.87
Federal Agency Mortgage-Backed Security	205,550.40	196,304.71	0.18
Federal Agency Commercial Mortgage-Backed Security	7,737,540.60	7,452,468.89	6.76
Corporate Note	30,605,000.00	30,340,062.72	27.53
Certificate of Deposit	3,950,000.00	3,960,403.32	3.59
Bank Note	425,000.00	414,239.00	0.38
Asset-Backed Security	21,958,403.26	21,768,160.47	19.75
<b>Managed Account Sub-Total</b>	<b>111,111,494.26</b>	<b>110,175,533.08</b>	<b>99.97%</b>
Accrued Interest		771,670.89	
<b>Total Portfolio</b>	<b>111,111,494.26</b>	<b>110,947,203.97</b>	
CAMP Pool	31,071.05	31,071.05	0.03
<b>Total Investments</b>	<b>111,142,565.31</b>	<b>110,978,275.02</b>	<b>100.00%</b>

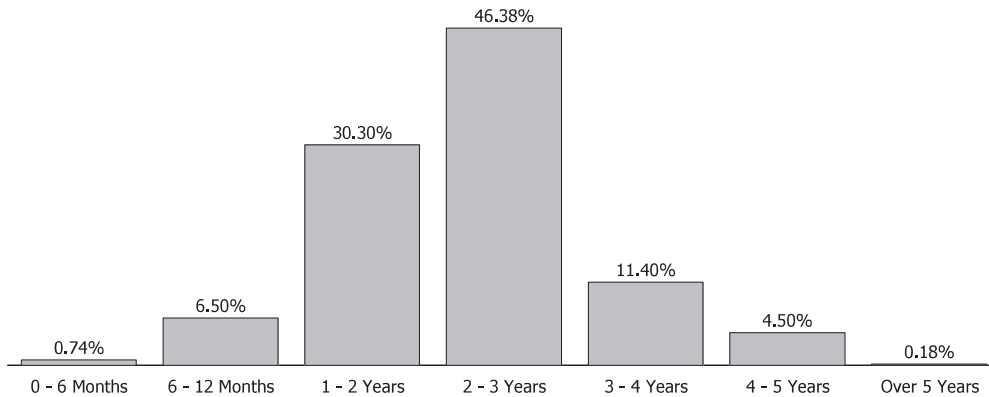
### Sector Allocation



### Unsettled Trades

0.00 0.00

### Maturity Distribution



### Characteristics

Yield to Maturity at Cost	3.97%
Yield to Maturity at Market	4.39%
Weighted Average Days to Maturity	843





## Managed Account Issuer Summary

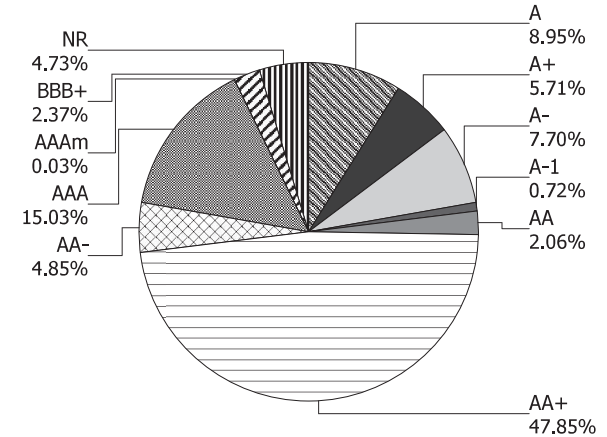
For the Month Ending **January 31, 2024**

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

### Issuer Summary

Issuer	Market Value of Holdings	Percent
ALLY AUTO RECEIVABLES TRUST	1,403,107.62	1.27
AMERICAN EXPRESS CO	2,079,752.76	1.89
AMERICAN HONDA FINANCE	812,396.93	0.74
ANZ BANKING GROUP LTD	824,727.64	0.75
BANK OF AMERICA CO	1,711,339.23	1.55
BMW FINANCIAL SERVICES NA LLC	964,368.26	0.88
BMW VEHICLE OWNER TRUST	452,427.44	0.41
BRISTOL-MYERS SQUIBB CO	233,818.75	0.21
CAMP Pool	31,071.05	0.03
CAPITAL ONE FINANCIAL CORP	1,876,683.47	1.70
CARMAX AUTO OWNER TRUST	1,901,940.63	1.73
CATERPILLAR INC	1,092,486.70	0.99
CHASE ISSURANCE	1,595,658.26	1.45
CINTAS CORPORATION NO. 2	343,357.70	0.31
CITIGROUP INC	785,225.85	0.71
COLGATE-PALMOLIVE COMPANY	344,734.81	0.31
COMCAST CORP	379,195.50	0.34
COMMONWEALTH BANK OF AUSTRALIA	444,949.12	0.40
CREDIT AGRICOLE SA	794,542.58	0.72
DEERE & COMPANY	755,974.68	0.69
DISCOVER FINANCIAL SERVICES	2,132,993.40	1.94
EXXON MOBIL CORP	219,837.38	0.20
FANNIE MAE	1,097,309.47	1.00
FIFTH THIRD AUTO TRUST	565,118.68	0.51
FLORIDA STATE BOARD OF ADMIN FIN CORP	771,047.10	0.70
FORD CREDIT AUTO OWNER TRUST	760,106.15	0.69
FREDDIE MAC	6,551,464.13	5.94
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	1,314,397.11	1.19
GOLDMAN SACHS GROUP INC	684,836.85	0.62
HARLEY-DAVIDSON MOTORCYCLE TRUST	762,625.13	0.69
HERSHEY COMPANY	237,047.75	0.22
HOME DEPOT INC	351,636.15	0.32

### Credit Quality (S&P Ratings)





## Managed Account Issuer Summary

For the Month Ending **January 31, 2024**

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

<b>Issuer</b>	<b>Market Value of Holdings</b>	<b>Percent</b>
HONDA AUTO RECEIVABLES	519,286.29	0.47
HONEYWELL INTERNATIONAL	334,948.60	0.30
HSBC HOLDINGS PLC	795,200.00	0.72
HYUNDAI AUTO RECEIVABLES	1,318,765.75	1.20
IBM CORP	792,192.00	0.72
INTEL CORPORATION	315,004.16	0.29
JP MORGAN CHASE & CO	1,347,141.74	1.22
KUBOTA CREDIT OWNER TRUST	1,811,710.50	1.64
LINDE PLC	843,437.63	0.77
LOCKHEED MARTIN CORP	376,760.63	0.34
MERCEDES-BENZ AUTO RECEIVABLES	866,973.76	0.79
Mercedes-Benz Group AG	830,889.30	0.75
MORGAN STANLEY	790,496.42	0.72
NATIONAL AUSTRALIA BANK LTD	1,472,057.69	1.34
NATIONAL RURAL UTILITIES CO FINANCE CORP	846,917.45	0.77
NESTLE SA	796,955.50	0.72
NEW JERSEY TURNPIKE AUTHORITY	187,921.50	0.17
NISSAN AUTO RECEIVABLES	990,849.49	0.90
NORDEA BANK ABP	1,051,928.85	0.95
PACCAR FINANCIAL CORP	818,172.53	0.74
PEPSICO INC	796,685.40	0.72
PNC FINANCIAL SERVICES GROUP	759,456.70	0.69
RABOBANK NEDERLAND	1,992,066.46	1.81
ROCHE HOLDINGS INC	688,135.50	0.62
STATE STREET CORPORATION	1,449,114.09	1.31
THE BANK OF NEW YORK MELLON CORPORATION	977,294.93	0.89
TORONTO-DOMINION BANK	1,066,411.99	0.97
TOYOTA MOTOR CORP	2,344,727.83	2.13
TRUIST FIN CORP	776,209.62	0.70
UNILEVER PLC	268,028.48	0.24
UNITED STATES TREASURY	45,084,925.37	40.92
UNITEDHEALTH GROUP INC	181,399.68	0.16
USAA CAPITAL CORP	516,123.30	0.47



### Managed Account Issuer Summary

For the Month Ending **January 31, 2024**

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

<b>Issuer</b>	<b>Market Value of Holdings</b>	<b>Percent</b>
VOLKSWAGEN AUTO LEASE TURST	149,472.63	0.14
WAL-MART STORES INC	297,099.00	0.27
WELLS FARGO & COMPANY	1,267,090.50	1.15
WORLD OMNI AUTO REC TRUST	208,574.58	0.19
<b>Total</b>	<b>\$110,206,604.13</b>	<b>100.00%</b>



**Managed Account Detail of Securities Held**

For the Month Ending **January 31, 2024**

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>U.S. Treasury Bond / Note</b>											
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	800,000.00	AA+	Aaa	06/15/21	06/17/21	829,093.75	0.44	2,065.57	806,985.27	778,124.96
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	1,000,000.00	AA+	Aaa	06/02/21	06/07/21	1,037,109.37	0.42	2,581.97	1,008,839.73	972,656.20
US TREASURY NOTES DTD 12/15/2021 1.000% 12/15/2024	91282CDN8	1,000,000.00	AA+	Aaa	01/03/22	01/05/22	999,296.88	1.02	1,311.48	999,792.01	967,343.80
US TREASURY NOTES DTD 01/15/2022 1.125% 01/15/2025	91282CDS7	1,450,000.00	AA+	Aaa	02/01/22	02/03/22	1,438,898.44	1.39	761.85	1,446,402.56	1,401,062.50
US TREASURY NOTES DTD 07/15/2022 3.000% 07/15/2025	91282CEY3	2,700,000.00	AA+	Aaa	08/05/22	08/08/22	2,689,769.53	3.14	3,782.97	2,694,942.03	2,645,578.26
US TREASURY NOTES DTD 09/15/2022 3.500% 09/15/2025	91282CFK2	2,250,000.00	AA+	Aaa	10/06/22	10/11/22	2,204,912.11	4.23	30,072.12	2,225,054.18	2,219,062.50
US TREASURY NOTES DTD 11/15/2022 4.500% 11/15/2025	91282CFW6	2,000,000.00	AA+	Aaa	12/16/22	12/16/22	2,027,500.00	3.99	19,285.71	2,016,861.50	2,006,562.40
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	8,415.35	4,642,908.44	4,618,757.58
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	49,891.30	2,667,406.25	2,689,031.25
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	28,478.48	2,545,616.82	2,527,687.50
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	33,790.18	4,316,911.23	4,301,741.97
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	11,631.15	2,133,214.77	2,150,335.83
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	6,357.49	3,020,973.98	3,052,886.87
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	45,473.85	2,231,423.43	2,265,468.75



**Managed Account Detail of Securities Held**

For the Month Ending **January 31, 2024**

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

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>U.S. Treasury Bond / Note</b>												
US TREASURY NOTES	DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	3,250,000.00	AA+	Aaa	12/07/23	12/11/23	3,251,523.44	4.35	65,684.44	3,251,442.44	3,272,343.75
US TREASURY N/B NOTES	DTD 11/15/2023 4.625% 11/15/2026	91282CJK8	5,000,000.00	AA+	Aaa	12/04/23	12/05/23	5,034,960.94	4.37	49,553.57	5,033,181.12	5,076,562.50
US TREASURY N/B NOTES	DTD 12/15/2023 4.375% 12/15/2026	91282CJP7	4,100,000.00	AA+	Aaa	01/03/24	01/05/24	4,131,710.94	4.09	23,524.59	4,130,961.30	4,139,718.75
<b>Security Type Sub-Total</b>			<b>45,225,000.00</b>					<b>45,165,995.14</b>	<b>3.87</b>	<b>382,662.07</b>	<b>45,172,917.06</b>	<b>45,084,925.37</b>
<b>Municipal Bond / Note</b>												
NJ TURNPIKE AUTHORITY TXBL REV BONDS	DTD 02/04/2021 0.897% 01/01/2025	646140DN0	195,000.00	AA-	A1	01/22/21	02/04/21	195,000.00	0.90	145.76	195,000.00	187,921.50
FL ST BOARD OF ADMIN TXBL REV BONDS	DTD 09/16/2020 1.258% 07/01/2025	341271AD6	235,000.00	AA	Aa3	09/03/20	09/16/20	235,000.00	1.26	246.36	235,000.00	223,698.85
FL ST BOARD OF ADMIN TXBL REV BONDS	DTD 09/16/2020 1.258% 07/01/2025	341271AD6	575,000.00	AA	Aa3	11/21/22	11/23/22	519,690.75	5.26	602.79	544,989.93	547,348.25
<b>Security Type Sub-Total</b>			<b>1,005,000.00</b>					<b>949,690.75</b>	<b>3.47</b>	<b>994.91</b>	<b>974,989.93</b>	<b>958,968.60</b>
<b>Federal Agency Mortgage-Backed Security</b>												
FN BM4614	DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	205,550.40	AA+	Aaa	08/03/21	08/17/21	219,039.64	2.35	513.88	216,165.09	196,304.71
<b>Security Type Sub-Total</b>			<b>205,550.40</b>					<b>219,039.64</b>	<b>2.35</b>	<b>513.88</b>	<b>216,165.09</b>	<b>196,304.71</b>
<b>Federal Agency Commercial Mortgage-Backed Security</b>												
FHMS K053 A2	DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	550,000.00	AA+	Aaa	08/04/22	08/09/22	543,662.11	3.36	1,372.71	546,495.83	533,802.82
FHMS K054 A2	DTD 04/20/2016 2.745% 01/01/2026	3137BNGT5	1,125,000.00	AA+	Aaa	05/11/23	05/16/23	1,087,470.70	4.09	2,573.44	1,097,663.36	1,086,126.56
FNA 2016-M3 A2	DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	299,249.49	AA+	Aaa	08/31/22	09/06/22	289,114.76	3.76	673.81	293,294.11	288,422.68



**Managed Account Detail of Securities Held**

For the Month Ending **January 31, 2024**

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>Federal Agency Commercial Mortgage-Backed Security</b>											
FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026	3137BROJ7	575,000.00	AA+	Aaa	03/02/23	03/07/23	534,705.08	4.86	1,231.46	545,709.72	550,350.03
FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026	3137BROJ7	575,000.00	AA+	Aaa	05/18/23	05/23/23	546,744.14	4.26	1,231.46	553,067.48	550,350.03
FHMS K058 A2 DTD 11/09/2016 2.653% 08/01/2026	3137BSP72	855,000.00	AA+	Aaa	04/06/23	04/12/23	818,996.48	4.02	1,890.26	827,796.01	817,457.40
FNA 2016-M12 A2 DTD 11/30/2016 2.526% 09/01/2026	3136AUKX8	643,013.79	AA+	Aaa	12/11/23	12/14/23	603,905.49	4.92	1,353.70	605,686.80	612,582.08
FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	498,316.44	AA+	Aaa	11/27/23	11/30/23	474,821.60	5.09	1,389.89	476,208.83	484,117.89
FHMS K062 A2 DTD 02/01/2017 3.413% 12/01/2026	3137BUX60	500,000.00	AA+	Aaa	12/06/23	12/11/23	481,406.25	4.76	1,422.08	482,296.56	486,200.58
FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027	3137BVZ82	500,000.00	AA+	Aaa	12/06/23	12/11/23	481,503.91	4.73	1,429.17	482,364.96	486,333.43
FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	575,000.00	AA+	Aaa	11/22/23	11/28/23	543,172.85	5.05	1,553.94	544,868.56	555,440.06
FHMS KJ28 A2 DTD 02/27/2020 2.308% 10/01/2027	3137FREE7	572,536.45	AA+	Aaa	12/06/23	12/11/23	536,730.57	4.08	1,101.18	537,949.53	542,847.77
FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	469,424.43	AA+	Aaa	12/08/22	12/13/22	455,305.03	3.94	1,310.48	458,109.99	458,437.56
<b>Security Type Sub-Total</b>		<b>7,737,540.60</b>					<b>7,397,538.97</b>	<b>4.37</b>	<b>18,533.58</b>	<b>7,451,511.74</b>	<b>7,452,468.89</b>
<b>Corporate Note</b>											
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	5,583.33	799,995.05	795,200.00
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 07/30/2019 2.500% 07/30/2024	025816CG2	400,000.00	BBB+	A2	11/19/21	11/23/21	414,320.00	1.14	27.78	402,261.05	394,324.00



**Managed Account Detail of Securities Held**

For the Month Ending **January 31, 2024**

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

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>												
UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024		904764BN6	100,000.00	A+	A1	02/22/22	02/24/22	96,599.00	2.05	293.87	99,270.67	97,464.90
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	514.28	175,000.00	170,563.58
BMW US CAPITAL LLC CORPORATE NOTES DTD 08/12/2021 0.750% 08/12/2024		05565EBU8	205,000.00	A	A2	08/09/21	08/12/21	204,981.55	0.75	721.77	204,996.75	199,923.18
COOPERAT RABOBANK UA/NY CORPORATE NOTES DTD 08/22/2022 3.875% 08/22/2024		21688AAU6	465,000.00	A+	Aa2	08/15/22	08/22/22	464,786.10	3.90	7,958.28	464,940.60	461,365.56
GOLDMAN SACHS GROUP INC (CALLABLE) CORP DTD 06/10/2021 5.815% 09/10/2024		38141GYE8	250,000.00	BBB+	A2	06/07/21	06/10/21	250,000.00	5.86	2,106.67	250,000.00	249,674.25
COOPERATIEVE RABOBANK UA CORPORATE NOTES DTD 01/12/2022 1.375% 01/10/2025		21688AAS1	500,000.00	A+	Aa2	01/19/22	01/24/22	496,040.00	1.65	401.04	498,741.00	483,181.00
LINDE INC/CT (CALLABLE) CORPORATE NOTES DTD 02/05/2015 2.650% 02/05/2025		74005PBN3	325,000.00	A	A2	03/04/22	03/08/22	329,735.25	2.13	4,210.56	326,352.93	317,882.18
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025		63743HFC1	125,000.00	A-	A2	02/22/22	02/24/22	123,847.50	2.20	1,132.81	124,602.66	121,113.12
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025		63743HFC1	215,000.00	A-	A2	01/31/22	02/07/22	214,993.55	1.88	1,948.44	214,997.81	208,314.58
JPMORGAN CHASE & CO CORP NOTES (CALLABLE) DTD 02/16/2021 0.563% 02/16/2025		46647PBY1	295,000.00	A-	A1	02/09/21	02/16/21	295,000.00	0.56	761.22	295,000.00	294,119.72



**Managed Account Detail of Securities Held**

For the Month Ending **January 31, 2024**

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

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>												
AMERICAN EXPRESS CO CORP NOTES (CALLABLE) DTD 03/04/2022 2.250% 03/04/2025		025816CQ0	120,000.00	BBB+	A2	03/01/22	03/04/22	119,878.80	2.29	1,102.50	119,956.10	116,164.20
AMERICAN EXPRESS CO CORP NOTES (CALLABLE) DTD 03/04/2022 2.250% 03/04/2025		025816CQ0	205,000.00	BBB+	A2	03/02/22	03/04/22	204,633.05	2.31	1,883.44	204,867.08	198,447.18
EXXON MOBIL CORP CORPORATE NT (CALLABLE) DTD 03/06/2015 2.709% 03/06/2025		30231GAF9	225,000.00	AA-	Aa2	03/26/21	03/30/21	238,932.00	1.10	2,455.03	228,195.98	219,837.38
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/07/2022 2.125% 03/07/2025		24422EWB1	60,000.00	A	A2	03/02/22	03/07/22	59,974.20	2.14	510.00	59,990.58	58,259.82
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/07/2022 2.125% 03/07/2025		24422EWB1	175,000.00	A	A2	03/03/22	03/07/22	175,350.00	2.06	1,487.50	175,127.74	169,924.48
BMW US CAPITAL LLC CORP NOTES DTD 04/01/2022 3.250% 04/01/2025		05565EBZ7	240,000.00	A	A2	03/28/22	04/01/22	239,774.40	3.28	2,600.00	239,912.52	235,598.40
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 04/07/2022 2.850% 04/07/2025		69371RR73	500,000.00	A+	A1	03/31/22	04/07/22	499,870.00	2.86	4,512.50	499,948.88	489,098.00
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025		06406RAN7	225,000.00	A	A1	03/09/21	03/11/21	230,337.00	1.01	970.00	226,509.86	216,345.60
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025		06406RAN7	250,000.00	A	A1	03/10/22	03/14/22	243,977.50	2.41	1,077.78	247,627.02	240,384.00
CINTAS CORPORATION NO. 2 CORP NOTE (CALL) DTD 05/03/2022 3.450% 05/01/2025		17252MAP5	145,000.00	A-	A3	05/02/22	05/04/22	144,575.15	3.55	1,250.62	144,823.14	142,248.19





**Managed Account Detail of Securities Held**

For the Month Ending **January 31, 2024**

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

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>												
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	1,768.13	204,981.24	201,109.51
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	858.38	350,075.51	345,253.65
USAA CAPITAL CORP CORPORATE NOTES	05/26/2022 3.375% 05/01/2025	90327QD89	525,000.00	AA	Aa1	05/23/22	05/26/22	523,283.25	3.49	4,429.69	524,270.66	516,123.30
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	552.50	74,996.80	73,753.88
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	1,657.50	224,878.24	221,261.62
HERSHEY CO CORP NOTES (CALLABLE)	06/01/2020 0.900% 06/01/2025	427866BF4	250,000.00	A	A1	02/23/22	02/25/22	240,037.50	2.17	375.00	245,938.11	237,047.75
HONEYWELL INTL CORP NOTES (CALLABLE)	05/18/2020 1.350% 06/01/2025	438516CB0	350,000.00	A	A2	02/24/22	02/28/22	340,658.50	2.20	787.50	346,181.69	334,948.60
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE	06/01/2021 0.824% 06/01/2025	46647PCH7	595,000.00	A-	A1	05/24/21	06/01/21	595,000.00	0.82	817.13	595,000.00	585,079.57
TRUIST FINANCIAL CORP NOTES (CALLABLE)	06/05/2018 3.700% 06/05/2025	05531FBE2	475,000.00	A-	A3	02/07/22	02/09/22	499,358.00	2.09	2,733.89	484,466.83	465,334.23
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES	06/09/2022 3.500% 06/09/2025	63254ABD9	565,000.00	AA-	Aa3	05/31/22	06/09/22	565,000.00	3.50	2,856.39	565,000.00	554,876.33
NATIONAL RURAL UTIL COOP CORPORATE NOTES	05/04/2022 3.450% 06/15/2025	63743HFE7	65,000.00	A-	A2	05/02/22	05/04/22	64,691.90	3.61	286.54	64,864.63	63,647.22



**Managed Account Detail of Securities Held**

For the Month Ending **January 31, 2024**

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>Corporate Note</b>											
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	85,000.00	A-	A2	04/27/22	05/04/22	84,977.05	3.46	374.71	84,989.92	83,230.98
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	100,000.00	A-	A2	05/03/22	05/05/22	99,532.00	3.61	440.83	99,794.20	97,918.80
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 06/30/2022 3.950% 06/30/2025	89236TKC8	225,000.00	A+	A1	06/27/22	06/30/22	224,786.25	3.98	765.31	224,899.56	222,366.83
JP MORGAN CHASE CORP NOTES (CALLABLE) DTD 07/21/2015 3.900% 07/15/2025	46625HMN7	475,000.00	A-	A1	03/10/22	03/14/22	489,834.25	2.91	823.33	480,773.26	467,942.45
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	200.00	224,799.86	222,149.03
IBM CORP CORPORATE NOTES DTD 07/27/2022 4.000% 07/27/2025	459200KS9	800,000.00	A-	A3	07/20/22	07/27/22	800,000.00	4.00	355.56	800,000.00	792,192.00
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	65.78	315,668.11	315,004.16
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	9,203.13	481,932.87	467,723.95
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	13,139.58	524,976.00	528,846.68
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	1,643.86	114,946.14	112,552.34
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	4,615.00	299,887.72	297,099.00
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	6,100.56	394,929.88	391,152.70



**Managed Account Detail of Securities Held**

For the Month Ending **January 31, 2024**

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

<b>Security Type/Description</b>	<b>S&amp;P</b>	<b>Moody's</b>	<b>Trade</b>	<b>Settle</b>	<b>Original</b>	<b>YTM</b>	<b>Accrued</b>	<b>Amortized</b>	<b>Market</b>		
<b>Dated Date/Coupon/Maturity</b>	<b>Par</b>	<b>Rating</b>	<b>Rating</b>	<b>Date</b>	<b>Date</b>	<b>at Cost</b>	<b>Interest</b>	<b>Cost</b>	<b>Value</b>		
<b>CUSIP</b>											
<b>Corporate Note</b>											
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	9,342.19	440,000.00	444,949.12
HOME DEPOT INC NOTES (CALLABLE) DTD 09/19/2022 4.000% 09/15/2025	437076CR1	115,000.00	A	A2	09/12/22	09/19/22	114,958.60	4.01	1,737.78	114,977.56	113,920.96
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 10/04/2023 5.800% 10/03/2025	02665WEQ0	375,000.00	A-	A3	11/22/23	11/27/23	377,527.50	5.41	7,068.75	377,291.93	380,724.00
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	2,550.63	174,714.61	175,821.63
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	2,729.50	179,990.70	181,399.68
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	2,915.00	200,055.41	200,939.00
PNC FINANCIAL SERVICES CORP NOTE (CALLAB DTD 10/28/2022 5.671% 10/28/2025	693475BH7	345,000.00	A-	A3	10/25/22	10/28/22	345,000.00	5.67	5,054.28	345,000.00	345,217.70
COMCAST CORP CORPORATE NOTES DTD 11/07/2022 5.250% 11/07/2025	20030NDZ1	145,000.00	A-	A3	10/31/22	11/07/22	144,960.85	5.26	1,776.25	144,976.96	146,622.26
COMCAST CORP CORPORATE NOTES DTD 11/07/2022 5.250% 11/07/2025	20030NDZ1	230,000.00	A-	A3	11/03/22	11/07/22	229,395.10	5.35	2,817.50	229,644.01	232,573.24
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	250,000.00	A	A2	02/22/22	02/24/22	236,870.00	2.23	406.25	243,705.72	233,818.75
LINDE INC/CT CORPORATE NOTES (CALLABLE) DTD 12/05/2022 4.700% 12/05/2025	53522KAB9	525,000.00	A	A2	11/28/22	12/05/22	524,433.00	4.74	3,838.33	524,651.83	525,555.45



**Managed Account Detail of Securities Held**

For the Month Ending **January 31, 2024**

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>Corporate Note</b>											
AUST & NZ BANKING GRP NY CORPORATE NOTES DTD 12/08/2022 5.088% 12/08/2025	05254JAA8	445,000.00	AA-	Aa3	11/29/22	12/08/22	445,000.00	5.09	3,333.35	445,000.00	448,297.01
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 01/05/2024 4.800% 01/05/2026	89236TLJ2	375,000.00	A+	A1	01/02/24	01/05/24	374,711.25	4.84	1,300.00	374,721.47	376,722.38
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 01/09/2023 4.800% 01/09/2026	24422EWPO	525,000.00	A	A2	01/03/23	01/09/23	524,753.25	4.82	1,540.00	524,840.60	527,790.38
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	878.75	441,406.41	439,972.20
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 01/12/2023 4.966% 01/12/2026	63253QAA2	915,000.00	AA-	Aa3	01/04/23	01/12/23	915,000.00	4.97	2,398.16	915,000.00	917,181.36
STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026	857477BR3	225,000.00	A	A1	02/02/22	02/07/22	225,000.00	1.75	1,909.69	225,000.00	217,277.78
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	16,880.50	794,686.84	796,685.40
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026	61747YEM3	585,000.00	A-	A1	02/16/22	02/18/22	585,000.00	2.63	6,966.21	585,000.00	568,347.39
COLGATE-PALMOLIVE CO CORPORATE NOTES DTD 03/01/2023 4.800% 03/02/2026	194162AO6	230,000.00	AA-	Aa3	02/27/23	03/01/23	229,733.20	4.84	4,569.33	229,815.16	232,182.47
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	4,691.04	274,302.65	272,692.75
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	8,050.00	399,907.06	405,802.80



**Managed Account Detail of Securities Held**

For the Month Ending **January 31, 2024**

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

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>												
STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026		857477BM4	510,000.00	A	A1	02/17/22	02/22/22	520,266.30	2.38	4,972.80	513,836.26	496,868.01
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	4,214.58	415,427.68	414,382.65
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	3,712.50	430,718.64	432,954.45
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	7,346.67	799,713.88	797,471.20
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	2,255.90	250,074.46	249,341.50
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	350.00	100,414.70	101,570.10
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	490.00	139,271.73	142,198.14
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 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	647.50	184,815.84	187,904.69
BANK OF NEW YORK MELLON CORP NOTES (CALL DTD 07/26/2022 4.414% 07/24/2026		06406RBJ5	165,000.00	A	A1	07/19/22	07/26/22	165,000.00	4.41	141.62	165,000.00	163,606.25
BANK OF NEW YORK MELLON CORP NOTES (CALL DTD 07/26/2022 4.414% 07/24/2026		06406RBJ5	360,000.00	A	A1	07/20/22	07/26/22	361,173.60	4.32	308.98	360,578.22	356,959.08
TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026		89788MAH5	140,000.00	A-	A3	07/25/22	07/28/22	140,000.00	4.26	49.70	140,000.00	138,166.84



**Managed Account Detail of Securities Held**

For the Month Ending **January 31, 2024**

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

<b>Security Type/Description</b> <b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>											
TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	175,000.00	A-	A3	07/26/22	07/28/22	175,175.00	4.23	62.13	175,086.70	172,708.55
STATE STREET CORP NOTES (CALLABLE) DTD 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	7,820.13	300,000.00	303,637.50
MERCEDES-BENZ FIN NA CORPORATE NOTES DTD 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	11,570.00	447,664.46	455,017.05
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 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	7,795.94	324,863.45	329,074.53
BANK OF AMERICA NA CORPORATE NOTES DTD 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	13,761.28	550,000.00	558,877.55
HOME DEPOT INC CORPORATE NOTES DTD 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	1,841.81	234,513.00	237,715.19
STATE STREET CORP NOTES (CALLABLE) DTD 11/04/2022 5.751% 11/04/2026	857477BX0	425,000.00	A	A1	11/03/22	11/07/22	424,409.25	5.79	5,906.76	424,591.99	431,330.80
ROCHE HOLDINGS INC CORP NOTE (CALLABLE) DTD 11/13/2023 5.265% 11/13/2026	771196CE0	675,000.00	AA	Aa2	11/22/23	11/27/23	678,118.50	5.10	7,700.06	677,935.02	688,135.50
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	08/09/23	424,597.50	5.40	3,281.25	428,338.79	435,162.60
WELLS FARGO CORP NOTES (CALLABLE) DTD 12/11/2023 5.254% 12/11/2026	94988J6F9	825,000.00	A+	Aa2	12/04/23	12/11/23	825,000.00	5.25	6,020.21	825,000.00	834,136.05
MERCEDES-BENZ FIN NA CORPORATE NOTES DTD 01/11/2024 4.800% 01/11/2027	58769JAO0	375,000.00	A	A2	01/08/24	01/11/24	374,617.50	4.84	1,000.00	374,624.35	375,872.25
AUST & NZ BANKING GRP NY BONDS DTD 01/18/2024 4.750% 01/18/2027	05253JAZ4	375,000.00	AA-	Aa3	01/08/24	01/18/24	375,000.00	4.75	643.23	375,000.00	376,430.63



**Managed Account Detail of Securities Held**

For the Month Ending **January 31, 2024**

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>Security Type Sub-Total</b>		<b>30,605,000.00</b>					<b>30,570,940.10</b>	<b>3.92</b>	<b>283,006.26</b>	<b>30,553,526.74</b>	<b>30,340,062.72</b>
<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	08/19/22	800,000.00	4.07	15,397.78	800,000.00	794,542.58
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	16,170.00	1,050,000.00	1,066,411.99
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 11/03/2022 5.530% 11/03/2025	65558UYF3	1,050,000.00	AA-	Aa3	11/02/22	11/03/22	1,050,000.00	5.53	14,193.67	1,050,000.00	1,051,928.85
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	2,074.33	1,050,000.00	1,047,519.90
<b>Security Type Sub-Total</b>		<b>3,950,000.00</b>					<b>3,950,000.00</b>	<b>5.13</b>	<b>47,835.78</b>	<b>3,950,000.00</b>	<b>3,960,403.32</b>
<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	08/11/22	417,775.00	3.89	2,302.08	421,574.29	414,239.00
<b>Security Type Sub-Total</b>		<b>425,000.00</b>					<b>417,775.00</b>	<b>3.89</b>	<b>2,302.08</b>	<b>421,574.29</b>	<b>414,239.00</b>
<b>Asset-Backed Security</b>											
VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	150,538.14	NR	Aaa	06/07/22	06/14/22	150,526.16	3.44	158.23	150,532.47	149,472.63
KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	90,997.17	NR	Aaa	04/06/21	04/14/21	90,978.55	0.62	25.07	90,990.58	89,366.25
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	48,896.28	AAA	NR	04/20/21	04/28/21	48,891.14	0.38	8.26	48,894.38	48,298.11
KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	207,635.25	NR	Aaa	07/20/21	07/28/21	207,627.43	0.56	51.68	207,631.99	202,433.09
HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	174,039.05	NR	Aaa	11/16/21	11/24/21	174,002.35	0.89	42.54	174,021.65	169,301.48



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For the Month Ending **January 31, 2024**

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

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<b>Asset-Backed Security</b>											
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	81,026.92	AAA	NR	04/13/21	04/21/21	81,009.45	0.52	18.73	81,019.52	79,377.48
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	133,838.67	AAA	NR	11/09/21	11/17/21	133,808.80	0.75	44.02	133,823.48	130,511.67
FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	177,900.23	AAA	NR	01/19/22	01/24/22	177,879.10	1.29	102.00	177,888.83	173,390.87
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	241,582.16	AAA	Aaa	07/21/21	07/28/21	241,542.42	0.55	59.05	241,562.88	234,263.36
BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	269,775.65	AAA	Aaa	05/10/22	05/18/22	269,761.62	3.21	144.33	269,767.23	265,501.05
COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	183,647.15	AAA	Aaa	10/19/21	10/27/21	183,643.68	0.77	62.85	183,645.29	178,223.39
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	264,970.07	257,507.92
TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	279,590.61	AAA	Aaa	04/07/22	04/13/22	279,584.07	2.93	364.09	279,586.74	274,491.69
GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	118,139.00	AAA	Aaa	10/13/21	10/21/21	118,135.98	0.68	33.47	118,137.38	114,365.81
WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	214,418.01	AAA	NR	10/26/21	11/03/21	214,388.81	0.81	77.19	214,402.06	208,574.58
HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	251,046.18	AAA	NR	03/09/22	03/16/22	251,036.52	2.22	247.70	251,040.48	245,392.04
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	504,957.25	492,201.48
ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	467,554.47	AAA	Aaa	05/10/22	05/18/22	467,463.96	3.31	687.82	467,498.36	460,591.93
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	499,961.27	483,961.75





**Managed Account Detail of Securities Held**

For the Month Ending **January 31, 2024**

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

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<b>Asset-Backed Security</b>											
GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	168,640.15	AAA	NR	01/11/22	01/19/22	168,625.49	1.26	88.54	168,631.67	163,803.70
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	669,919.96	660,714.81
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2027	161571HV9	715,000.00	AAA	NR	01/24/24	01/31/24	714,891.11	4.61	91.36	714,891.20	717,474.62
HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	410,421.35	AAA	Aaa	04/12/22	04/20/22	410,353.02	3.06	558.17	410,378.30	403,532.26
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	244,967.86	240,665.63
CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	363,716.82	AAA	Aaa	04/21/22	04/28/22	363,661.50	3.49	564.17	363,681.80	358,352.83
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	499,976.31	487,559.85
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	224,974.19	221,393.32
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	564,990.99	557,879.47
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	339,998.42	335,206.92
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	739,921.06	726,938.48
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	494,927.30	491,441.49
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	569,969.37	558,940.06
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	814,880.97	798,887.21



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For the Month Ending **January 31, 2024**

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>											
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	944,991.61	942,515.69
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	364,954.29	366,994.87
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	719,997.47	722,644.56
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	664,942.26	652,671.50
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	669,884.01	672,067.49
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	864,872.07	866,973.76
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	239,982.33	241,801.46
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	339,999.87	338,788.27
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	269,989.98	270,952.83
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	349,951.89	349,984.81
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	499,926.57	499,408.00
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	359,970.83	359,092.87
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	274,976.26	273,858.97
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	419,979.97	419,822.38



**Managed Account Detail of Securities Held**

For the Month Ending **January 31, 2024**

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>											
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	294,993.24	293,114.80
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	184,971.08	186,926.39
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	669,967.53	663,873.92
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	169,993.46	171,919.37
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	269,946.70	270,355.08
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	299,976.83	300,977.34
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	309,996.34	312,856.31
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	164,994.33	167,240.25
FITAT 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	559,968.37	565,118.68
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	865,000.00	AAA	NR	09/07/23	09/15/23	864,760.22	5.17	1,983.73	864,776.31	878,183.64
<b>Security Type Sub-Total</b>		<b>21,958,403.26</b>					<b>21,955,687.36</b>	<b>3.91</b>	<b>35,822.33</b>	<b>21,956,444.91</b>	<b>21,768,160.47</b>
<b>Managed Account Sub-Total</b>		<b>111,111,494.26</b>					<b>110,626,666.96</b>	<b>3.97</b>	<b>771,670.89</b>	<b>110,697,129.76</b>	<b>110,175,533.08</b>
<b>Joint Powers Authority</b>											
CAMP Pool		31,071.05	AAA	NR			31,071.05		0.00	31,071.05	31,071.05
<b>Liquid Sub-Total</b>		<b>31,071.05</b>					<b>31,071.05</b>		<b>0.00</b>	<b>31,071.05</b>	<b>31,071.05</b>



**Managed Account Detail of Securities Held**

For the Month Ending **January 31, 2024**

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

<b>Securities Sub-Total</b>	<b>\$111,142,565.31</b>	<b>\$110,657,738.01</b>	<b>3.97%</b>	<b>\$771,670.89</b>	<b>\$110,728,200.81</b>	<b>\$110,206,604.13</b>
<b>Accrued Interest</b>						<b>\$771,670.89</b>
<b>Total Investments</b>						<b>\$110,978,275.02</b>



**Managed Account Security Transactions & Interest**

For the Month Ending **January 31, 2024**

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									
<b>BUY</b>										
01/02/24	01/05/24	TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 01/05/2024 4.800% 01/05/2026	89236TLJ2	375,000.00	(374,711.25)	0.00	(374,711.25)			
01/03/24	01/05/24	US TREASURY N/B NOTES DTD 12/15/2023 4.375% 12/15/2026	91282CJP7	4,100,000.00	(4,131,710.94)	(10,292.01)	(4,142,002.95)			
01/08/24	01/11/24	MERCEDES-BENZ FIN NA CORPORATE NOTES DTD 01/11/2024 4.800% 01/11/2027	58769JAO0	375,000.00	(374,617.50)	0.00	(374,617.50)			
01/08/24	01/18/24	AUST & NZ BANKING GRP NY BONDS DTD 01/18/2024 4.750% 01/18/2027	05253JAZ4	375,000.00	(375,000.00)	0.00	(375,000.00)			
01/24/24	01/31/24	CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2027	161571HV9	715,000.00	(714,891.11)	0.00	(714,891.11)			
<b>Transaction Type Sub-Total</b>				<b>5,940,000.00</b>	<b>(5,970,930.80)</b>	<b>(10,292.01)</b>	<b>(5,981,222.81)</b>			

<b>INTEREST</b>										
01/01/24	01/01/24	NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	195,000.00	0.00	874.58	874.58			
01/01/24	01/01/24	FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	810,000.00	0.00	5,094.90	5,094.90			
01/01/24	01/25/24	FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	312,387.74	0.00	703.39	703.39			
01/01/24	01/25/24	FHMS K058 A2 DTD 11/09/2016 2.653% 08/01/2026	3137BSP72	855,000.00	0.00	1,890.26	1,890.26			
01/01/24	01/25/24	FHMS K062 A2 DTD 02/01/2017 3.413% 12/01/2026	3137BUX60	500,000.00	0.00	1,422.08	1,422.08			
01/01/24	01/25/24	FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	550,000.00	0.00	1,372.71	1,372.71			
01/01/24	01/25/24	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	209,389.79	0.00	523.47	523.47			
01/01/24	01/25/24	FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026	3137BROJ7	1,150,000.00	0.00	2,462.92	2,462.92			



**Managed Account Security Transactions & Interest**

For the Month Ending **January 31, 2024**

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									
<b>INTEREST</b>										
01/01/24	01/25/24	FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	499,252.66	0.00	1,392.50	1,392.50			
01/01/24	01/25/24	FNA 2016-M12 A2 DTD 11/30/2016 2.526% 09/01/2026	3136AUKX8	644,162.91	0.00	1,356.12	1,356.12			
01/01/24	01/25/24	FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027	3137BVZ82	500,000.00	0.00	1,429.17	1,429.17			
01/01/24	01/25/24	FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	575,000.00	0.00	1,553.94	1,553.94			
01/01/24	01/25/24	FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	478,344.37	0.00	1,335.38	1,335.38			
01/01/24	01/25/24	FHMS KJ28 A2 DTD 02/27/2020 2.308% 10/01/2027	3137FREE7	573,203.51	0.00	1,102.46	1,102.46			
01/01/24	01/25/24	FHMS K054 A2 DTD 04/20/2016 2.745% 01/01/2026	3137BNGT5	1,125,000.00	0.00	2,573.44	2,573.44			
01/07/24	01/07/24	AMERICAN HONDA FINANCE CORPORATE NOTES DTD 07/07/2023 5.250% 07/07/2026	02665WEK3	425,000.00	0.00	11,156.25	11,156.25			
01/09/24	01/09/24	JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 01/09/2023 4.800% 01/09/2026	24422EWPO	525,000.00	0.00	12,600.00	12,600.00			
01/10/24	01/10/24	COOPERATIEVE RABOBANK UA CORPORATE NOTES DTD 01/12/2022 1.375% 01/10/2025	21688AAS1	500,000.00	0.00	3,437.50	3,437.50			
01/12/24	01/12/24	CITIGROUP INC CORPORATE NOTES DTD 01/12/2016 3.700% 01/12/2026	172967KG5	450,000.00	0.00	8,325.00	8,325.00			
01/12/24	01/12/24	NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 01/12/2023 4.966% 01/12/2026	63253QAA2	915,000.00	0.00	22,719.45	22,719.45			
01/15/24	01/15/24	ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	945,000.00	0.00	3,748.50	3,748.50			
01/15/24	01/15/24	ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JACO	497,594.36	0.00	1,372.53	1,372.53			



**Managed Account Security Transactions & Interest**

For the Month Ending **January 31, 2024**

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									
<b>INTEREST</b>										
01/15/24	01/15/24	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	6,367.32	0.00	3.34	3.34			
01/15/24	01/15/24	KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	226,520.58	0.00	105.71	105.71			
01/15/24	01/15/24	COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/15/2026	14041NFY2	500,000.00	0.00	433.33	433.33			
01/15/24	01/15/24	FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028	344930AD4	310,000.00	0.00	1,351.08	1,351.08			
01/15/24	01/15/24	JP MORGAN CHASE CORP NOTES (CALLABLE) DTD 07/21/2015 3.900% 07/15/2025	46625HMN7	475,000.00	0.00	9,262.50	9,262.50			
01/15/24	01/15/24	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	196,490.73	0.00	126.08	126.08			
01/15/24	01/15/24	KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	505,000.00	0.00	1,123.63	1,123.63			
01/15/24	01/15/24	KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	102,641.41	0.00	53.03	53.03			
01/15/24	01/15/24	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			
01/15/24	01/15/24	DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027	254683CW3	665,000.00	0.00	1,972.83	1,972.83			
01/15/24	01/15/24	FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	190,203.29	0.00	204.47	204.47			
01/15/24	01/15/24	TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	285,000.00	0.00	695.88	695.88			
01/15/24	01/15/24	US TREASURY NOTES DTD 07/15/2022 3.000% 07/15/2025	91282CEY3	2,700,000.00	0.00	40,500.00	40,500.00			
01/15/24	01/15/24	US TREASURY NOTES DTD 01/15/2023 3.875% 01/15/2026	91282CGE5	4,650,000.00	0.00	90,093.75	90,093.75			
01/15/24	01/15/24	TAOT 2022-D A3 DTD 11/08/2022 5.300% 09/15/2027	89239HAD0	240,000.00	0.00	1,060.00	1,060.00			
01/15/24	01/15/24	US TREASURY NOTES DTD 01/15/2022 1.125% 01/15/2025	91282CDS7	1,450,000.00	0.00	8,156.25	8,156.25			



**Managed Account Security Transactions & Interest**

For the Month Ending **January 31, 2024**

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									
<b>INTEREST</b>										
01/15/24	01/15/24	AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028	02582JJZ4	300,000.00	0.00	1,217.50	1,217.50			
01/15/24	01/15/24	AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027	02582JJT8	815,000.00	0.00	2,302.38	2,302.38			
01/15/24	01/15/24	MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	865,000.00	0.00	3,755.54	3,755.54			
01/15/24	01/15/24	HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	434,625.59	0.00	1,108.30	1,108.30			
01/15/24	01/15/24	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	145,007.95	0.00	89.42	89.42			
01/15/24	01/15/24	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	229,756.26	0.00	155.09	155.09			
01/15/24	01/15/24	DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027	254683CS2	570,000.00	0.00	1,577.00	1,577.00			
01/15/24	01/15/24	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			
01/15/24	01/15/24	COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	500,000.00	0.00	1,166.67	1,166.67			
01/15/24	01/15/24	TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	225,000.00	0.00	705.00	705.00			
01/15/24	01/15/24	KCOT 2023-1A A3 DTD 03/31/2023 5.020% 06/15/2027	50117KAC4	365,000.00	0.00	1,526.92	1,526.92			
01/15/24	01/15/24	BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028	05522RDG0	270,000.00	0.00	1,077.75	1,077.75			
01/15/24	01/15/24	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			
01/15/24	01/15/24	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	57,840.43	0.00	18.32	18.32			
01/15/24	01/15/24	US TREASURY NOTES DTD 07/15/2023 4.500% 07/15/2026	91282CHM6	3,025,000.00	0.00	68,062.50	68,062.50			
01/15/24	01/15/24	HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3	720,000.00	0.00	3,234.00	3,234.00			
01/15/24	01/15/24	FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	560,000.00	0.00	2,580.67	2,580.67			





**Managed Account Security Transactions & Interest**

For the Month Ending **January 31, 2024**

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									
<b>INTEREST</b>										
01/15/24	01/15/24	AMXCA 2022-4 A DTD 11/03/2022 4.950% 10/15/2027	02582JJX9	270,000.00	0.00	1,113.75	1,113.75			
01/15/24	01/15/24	NAROT 2023-A A3 DTD 04/26/2023 4.910% 11/15/2027	65480WAD3	500,000.00	0.00	2,045.83	2,045.83			
01/15/24	01/15/24	FORDO 2023-A A3 DTD 03/31/2023 4.650% 02/15/2028	344928AD8	275,000.00	0.00	1,065.63	1,065.63			
01/15/24	01/15/24	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	382,907.09	0.00	1,113.62	1,113.62			
01/15/24	01/15/24	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			
01/15/24	01/15/24	NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	495,000.00	0.00	1,839.75	1,839.75			
01/15/24	01/15/24	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	259,078.65	0.00	118.74	118.74			
01/15/24	01/15/24	CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	865,000.00	0.00	3,719.50	3,719.50			
01/15/24	01/15/24	DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	265,000.00	0.00	128.08	128.08			
01/15/24	01/15/24	HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	267,050.50	0.00	494.04	494.04			
01/15/24	01/15/24	COMET 2022-A2 A DTD 06/14/2022 3.490% 05/15/2027	14041NGA3	740,000.00	0.00	2,152.17	2,152.17			
01/15/24	01/15/24	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			
01/15/24	01/15/24	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	90,056.06	0.00	39.02	39.02			
01/15/24	01/15/24	HART 2023-B A3 DTD 07/19/2023 5.480% 04/17/2028	44933XAD9	170,000.00	0.00	776.33	776.33			
01/15/24	01/15/24	CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	565,000.00	0.00	1,869.21	1,869.21			
01/15/24	01/15/24	KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7	670,000.00	0.00	2,283.58	2,283.58			
01/15/24	01/15/24	CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	670,000.00	0.00	2,981.50	2,981.50			



**Managed Account Security Transactions & Interest**

For the Month Ending **January 31, 2024**

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									
<b>INTEREST</b>										
01/16/24	01/16/24	GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	245,000.00	0.00	632.92	632.92			
01/16/24	01/16/24	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	179,299.85	0.00	188.27	188.27			
01/16/24	01/16/24	GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	126,076.12	0.00	71.44	71.44			
01/16/24	01/16/24	GMCAR 2023-3 A3 DTD 07/19/2023 5.450% 06/16/2028	36267KAD9	165,000.00	0.00	749.38	749.38			
01/16/24	01/16/24	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			
01/16/24	01/16/24	GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	340,000.00	0.00	1,031.33	1,031.33			
01/17/24	01/17/24	COOPERAT RABOBANK UA/NY CERT DEPOS DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	1,050,000.00	0.00	26,225.50	26,225.50			
01/20/24	01/20/24	VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	165,000.00	0.00	473.00	473.00			
01/21/24	01/21/24	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	188,069.12	0.00	137.92	137.92			
01/23/24	01/23/24	MORGAN STANLEY CORP NOTES DTD 07/23/2015 4.000% 07/23/2025	6174468C6	225,000.00	0.00	4,500.00	4,500.00			
01/24/24	01/24/24	BANK OF NEW YORK MELLON CORP NOTES (CALL DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	525,000.00	0.00	11,586.75	11,586.75			
01/25/24	01/25/24	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	288,004.59	0.00	770.41	770.41			
01/25/24	01/25/24	BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028	05592XAD2	185,000.00	0.00	843.29	843.29			
01/27/24	01/27/24	IBM CORP CORPORATE NOTES DTD 07/27/2022 4.000% 07/27/2025	459200KS9	800,000.00	0.00	16,000.00	16,000.00			
01/28/24	01/28/24	TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	315,000.00	0.00	6,709.50	6,709.50			
01/29/24	01/29/24	INTEL CORP NOTES (CALLABLE) DTD 07/29/2015 3.700% 07/29/2025	458140AS9	320,000.00	0.00	5,920.00	5,920.00			



**Managed Account Security Transactions & Interest**

For the Month Ending **January 31, 2024**

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
<b>INTEREST</b>											
	01/30/24	01/30/24	AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 07/30/2019 2.500% 07/30/2024	025816CG2	400,000.00	0.00	5,000.00	5,000.00			

<b>Transaction Type Sub-Total</b>					<b>49,254,330.88</b>	<b>0.00</b>	<b>444,164.50</b>	<b>444,164.50</b>			
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<b>PAYDOWNS</b>											
	01/01/24	01/25/24	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	3,839.39	3,839.39	0.00	3,839.39	(251.96)	0.00	
	01/01/24	01/25/24	FNA 2016-M12 A2 DTD 11/30/2016 2.526% 09/01/2026	3136AUKX8	1,149.12	1,149.12	0.00	1,149.12	69.89	0.00	
	01/01/24	01/25/24	FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	13,138.25	13,138.25	0.00	13,138.25	444.96	0.00	
	01/01/24	01/25/24	FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	936.22	936.22	0.00	936.22	44.14	0.00	
	01/01/24	01/25/24	FHMS KJ28 A2 DTD 02/27/2020 2.308% 10/01/2027	3137FREE7	667.06	667.06	0.00	667.06	41.72	0.00	
	01/01/24	01/25/24	FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	8,919.94	8,919.94	0.00	8,919.94	268.30	0.00	
	01/15/24	01/15/24	KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	11,644.24	11,644.24	0.00	11,644.24	2.38	0.00	
	01/15/24	01/15/24	HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	16,004.32	16,004.32	0.00	16,004.32	0.62	0.00	
	01/15/24	01/15/24	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	8,944.15	8,944.15	0.00	8,944.15	0.94	0.00	
	01/15/24	01/15/24	ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	30,039.89	30,039.89	0.00	30,039.89	5.82	0.00	
	01/15/24	01/15/24	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	15,338.25	15,338.25	0.00	15,338.25	2.09	0.00	
	01/15/24	01/15/24	HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	24,204.24	24,204.24	0.00	24,204.24	4.03	0.00	
	01/15/24	01/15/24	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	11,169.28	11,169.28	0.00	11,169.28	2.49	0.00	



**Managed Account Security Transactions & Interest**

For the Month Ending **January 31, 2024**

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									
<b>PAYDOWNS</b>										
01/15/24	01/15/24	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	9,029.14	9,029.14	0.00	9,029.14	1.95	0.00	
01/15/24	01/15/24	TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	5,409.39	5,409.39	0.00	5,409.39	0.13	0.00	
01/15/24	01/15/24	KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	18,885.33	18,885.33	0.00	18,885.33	0.71	0.00	
01/15/24	01/15/24	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	19,190.27	19,190.27	0.00	19,190.27	2.92	0.00	
01/15/24	01/15/24	FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	12,303.06	12,303.06	0.00	12,303.06	1.46	0.00	
01/15/24	01/15/24	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	12,843.58	12,843.58	0.00	12,843.58	0.24	0.00	
01/15/24	01/15/24	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	17,496.49	17,496.49	0.00	17,496.49	2.88	0.00	
01/15/24	01/15/24	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	6,367.32	6,367.32	0.00	6,367.32	0.50	0.00	
01/16/24	01/16/24	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	10,659.70	10,659.70	0.00	10,659.70	0.93	0.00	
01/16/24	01/16/24	GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	7,937.12	7,937.12	0.00	7,937.12	0.20	0.00	
01/20/24	01/20/24	VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	14,461.86	14,461.86	0.00	14,461.86	1.15	0.00	
01/21/24	01/21/24	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	14,030.07	14,030.07	0.00	14,030.07	2.96	0.00	
01/25/24	01/25/24	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	18,228.94	18,228.94	0.00	18,228.94	0.95	0.00	
<b>Transaction Type Sub-Total</b>				<b>312,836.62</b>	<b>312,836.62</b>	<b>0.00</b>	<b>312,836.62</b>	<b>652.40</b>	<b>0.00</b>	
<b>SELL</b>										
01/02/24	01/05/24	TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	350,000.00	338,191.00	2,485.00	340,676.00	(21,507.50)	(14,989.48)	FIFO
01/03/24	01/05/24	US TREASURY NOTES DTD 09/15/2021 0.375% 09/15/2024	91282CCX7	850,000.00	823,238.28	980.77	824,219.05	(23,308.59)	(25,945.82)	FIFO



**Managed Account Security Transactions & Interest**

For the Month Ending **January 31, 2024**

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

Transaction Type					Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
<b>SELL</b>										
01/03/24	01/05/24	US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	3,000,000.00	2,918,789.06	8,159.34	2,926,948.40	(190,781.25)	(107,012.43)	FIFO
01/09/24	01/11/24	US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	375,000.00	363,911.13	645.49	364,556.62	(25,004.89)	(14,633.52)	FIFO
01/24/24	01/31/24	US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	375,000.00	364,599.61	952.87	365,552.48	(24,316.41)	(13,726.23)	FIFO
<b>Transaction Type Sub-Total</b>				<b>4,950,000.00</b>	<b>4,808,729.08</b>	<b>13,223.47</b>	<b>4,821,952.55</b>	<b>(284,918.64)</b>	<b>(176,307.48)</b>	
<b>Managed Account Sub-Total</b>					<b>(849,365.10)</b>	<b>447,095.96</b>	<b>(402,269.14)</b>	<b>(284,266.24)</b>	<b>(176,307.48)</b>	
<b>Total Security Transactions</b>					<b>(\$849,365.10)</b>	<b>\$447,095.96</b>	<b>(\$402,269.14)</b>	<b>(\$284,266.24)</b>	<b>(\$176,307.48)</b>	



**Account Statement**

For the Month Ending **January 31, 2024**

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>					<b>436,140.68</b>
01/02/24	01/02/24	Purchase - Interest 341271AD6	1.00	5,094.90	441,235.58
01/02/24	01/02/24	Purchase - Interest 646140DN0	1.00	874.58	442,110.16
01/02/24	01/02/24	Purchase - Interest 89236TKC8	1.00	4,443.75	446,553.91
01/05/24	01/05/24	Purchase - Interest 89236TGT6	1.00	2,485.00	449,038.91
01/05/24	01/05/24	Purchase - Principal 89236TGT6	1.00	338,191.00	787,229.91
01/05/24	01/05/24	Purchase - Interest 912828YM6	1.00	8,159.34	795,389.25
01/05/24	01/05/24	Purchase - Principal 912828YM6	1.00	2,918,789.06	3,714,178.31
01/05/24	01/05/24	Purchase - Principal 91282CCX7	1.00	823,238.28	4,537,416.59
01/05/24	01/05/24	Purchase - Interest 91282CCX7	1.00	980.77	4,538,397.36
01/05/24	01/05/24	Redemption - Principal 91282CJP7	1.00	(4,131,710.94)	406,686.42
01/05/24	01/05/24	Redemption - Interest 91282CJP7	1.00	(10,292.01)	396,394.41
01/05/24	01/05/24	Redemption - Principal 89236TLJ2	1.00	(374,711.25)	21,683.16
01/08/24	01/08/24	Purchase - Interest 02665WEK3	1.00	11,156.25	32,839.41
01/09/24	01/09/24	Purchase - Interest 24422EWPO	1.00	12,600.00	45,439.41
01/10/24	01/10/24	Purchase - Interest 21688AAS1	1.00	3,437.50	48,876.91
01/11/24	01/11/24	Purchase - Interest 912828YV6	1.00	645.49	49,522.40
01/11/24	01/11/24	Purchase - Principal 912828YV6	1.00	363,911.13	413,433.53
01/11/24	01/11/24	Redemption - Principal 58769JAJ0	1.00	(374,617.50)	38,816.03
01/12/24	01/12/24	Purchase - Interest 172967KG5	1.00	8,325.00	47,141.03
01/12/24	01/12/24	Purchase - Interest 63253QAA2	1.00	22,719.45	69,860.48
01/16/24	01/16/24	Purchase - Interest 46625HMN7	1.00	9,262.50	79,122.98



**Account Statement**

For the Month Ending **January 31, 2024**

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>					
01/16/24	01/16/24	Purchase - Interest 91282CDS7	1.00	8,156.25	87,279.23
01/16/24	01/16/24	Purchase - Interest 91282CEY3	1.00	40,500.00	127,779.23
01/16/24	01/16/24	Purchase - Interest 91282CGE5	1.00	90,093.75	217,872.98
01/16/24	01/16/24	Purchase - Interest 91282CHM6	1.00	68,062.50	285,935.48
01/16/24	01/16/24	Purchase - Interest 98163WAC0	1.00	3.34	285,938.82
01/16/24	01/16/24	Purchase - Interest 98163KAC6	1.00	155.09	286,093.91
01/16/24	01/16/24	Purchase - Interest 89239HAD0	1.00	1,060.00	287,153.91
01/16/24	01/16/24	Purchase - Interest 89238FAD5	1.00	695.88	287,849.79
01/16/24	01/16/24	Purchase - Interest 89231CAD9	1.00	705.00	288,554.79
01/16/24	01/16/24	Purchase - Interest 891941AD8	1.00	1,648.50	290,203.29
01/16/24	01/16/24	Purchase - Interest 891940AC2	1.00	1,311.83	291,515.12
01/16/24	01/16/24	Purchase - Interest 65480WAD3	1.00	2,045.83	293,560.95
01/16/24	01/16/24	Purchase - Interest 65480JAC4	1.00	1,839.75	295,400.70
01/16/24	01/16/24	Purchase - Interest 50117TAC5	1.00	53.03	295,453.73
01/16/24	01/16/24	Purchase - Interest 50117JAC7	1.00	2,283.58	297,737.31
01/16/24	01/16/24	Purchase - Interest 50117EAC8	1.00	1,123.63	298,860.94
01/16/24	01/16/24	Purchase - Interest 44933XAD9	1.00	776.33	299,637.27
01/16/24	01/16/24	Purchase - Interest 44933LAC7	1.00	18.32	299,655.59
01/16/24	01/16/24	Purchase - Interest 44933DAD3	1.00	3,234.00	302,889.59
01/16/24	01/16/24	Purchase - Interest 448977AD0	1.00	494.04	303,383.63
01/16/24	01/16/24	Purchase - Interest 437927AC0	1.00	1,437.92	304,821.55
01/16/24	01/16/24	Purchase - Interest 41285JAD0	1.00	1,515.00	306,336.55



**Account Statement**

For the Month Ending **January 31, 2024**

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>					
01/16/24	01/16/24	Purchase - Interest 41284YAD8	1.00	1,108.30	307,444.85
01/16/24	01/16/24	Purchase - Interest 380146AC4	1.00	188.27	307,633.12
01/16/24	01/16/24	Purchase - Interest 36267KAD9	1.00	749.38	308,382.50
01/16/24	01/16/24	Purchase - Interest 36265WAD5	1.00	1,031.33	309,413.83
01/16/24	01/16/24	Purchase - Interest 362585AC5	1.00	632.92	310,046.75
01/16/24	01/16/24	Purchase - Interest 362583AD8	1.00	1,098.88	311,145.63
01/16/24	01/16/24	Purchase - Interest 362554AC1	1.00	71.44	311,217.07
01/16/24	01/16/24	Purchase - Interest 345286AC2	1.00	204.47	311,421.54
01/16/24	01/16/24	Purchase - Interest 344930AD4	1.00	1,351.08	312,772.62
01/16/24	01/16/24	Purchase - Interest 344928AD8	1.00	1,065.63	313,838.25
01/16/24	01/16/24	Purchase - Interest 31680EAD3	1.00	2,580.67	316,418.92
01/16/24	01/16/24	Purchase - Interest 254683CY9	1.00	2,406.42	318,825.34
01/16/24	01/16/24	Purchase - Interest 254683CW3	1.00	1,972.83	320,798.17
01/16/24	01/16/24	Purchase - Interest 254683CS2	1.00	1,577.00	322,375.17
01/16/24	01/16/24	Purchase - Interest 254683CP8	1.00	128.08	322,503.25
01/16/24	01/16/24	Purchase - Interest 161571HT4	1.00	3,719.50	326,222.75
01/16/24	01/16/24	Purchase - Interest 14318UAD3	1.00	2,981.50	329,204.25
01/16/24	01/16/24	Purchase - Interest 14318MAD1	1.00	1,869.21	331,073.46
01/16/24	01/16/24	Purchase - Interest 14317HAC5	1.00	1,113.62	332,187.08
01/16/24	01/16/24	Purchase - Interest 14317DAC4	1.00	118.74	332,305.82
01/16/24	01/16/24	Purchase - Interest 14314QAC8	1.00	39.02	332,344.84
01/16/24	01/16/24	Purchase - Interest 14044CAC6	1.00	126.08	332,470.92





**Account Statement**

For the Month Ending **January 31, 2024**

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>					
01/16/24	01/16/24	Purchase - Interest 14041NGA3	1.00	2,152.17	334,623.09
01/16/24	01/16/24	Purchase - Interest 14041NFZ9	1.00	1,166.67	335,789.76
01/16/24	01/16/24	Purchase - Interest 14041NFY2	1.00	433.33	336,223.09
01/16/24	01/16/24	Purchase - Interest 05522RDG0	1.00	1,077.75	337,300.84
01/16/24	01/16/24	Purchase - Interest 02582JJZ4	1.00	1,217.50	338,518.34
01/16/24	01/16/24	Purchase - Interest 02582JJX9	1.00	1,113.75	339,632.09
01/16/24	01/16/24	Purchase - Interest 02582JJT8	1.00	2,302.38	341,934.47
01/16/24	01/16/24	Purchase - Interest 02008MAC3	1.00	3,748.50	345,682.97
01/16/24	01/16/24	Purchase - Interest 02008JAC0	1.00	1,372.53	347,055.50
01/16/24	01/16/24	Purchase - Interest 58768PAC8	1.00	3,755.54	350,811.04
01/16/24	01/16/24	Purchase - Interest 50117XAE2	1.00	105.71	350,916.75
01/16/24	01/16/24	Purchase - Interest 50117KAC4	1.00	1,526.92	352,443.67
01/16/24	01/16/24	Purchase - Interest 44935FAD6	1.00	89.42	352,533.09
01/16/24	01/16/24	Purchase - Principal 14044CAC6	1.00	12,843.58	365,376.67
01/16/24	01/16/24	Purchase - Principal 14317HAC5	1.00	19,190.27	384,566.94
01/16/24	01/16/24	Purchase - Principal 14317DAC4	1.00	17,496.49	402,063.43
01/16/24	01/16/24	Purchase - Principal 14314QAC8	1.00	9,029.14	411,092.57
01/16/24	01/16/24	Purchase - Principal 02008JAC0	1.00	30,039.89	441,132.46
01/16/24	01/16/24	Purchase - Principal 44935FAD6	1.00	11,169.28	452,301.74
01/16/24	01/16/24	Purchase - Principal 380146AC4	1.00	10,659.70	462,961.44
01/16/24	01/16/24	Purchase - Principal 44933LAC7	1.00	8,944.15	471,905.59
01/16/24	01/16/24	Purchase - Principal 345286AC2	1.00	12,303.06	484,208.65



**Account Statement**

For the Month Ending **January 31, 2024**

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>					
01/16/24	01/16/24	Purchase - Principal 448977AD0	1.00	16,004.32	500,212.97
01/16/24	01/16/24	Purchase - Principal 41284YAD8	1.00	24,204.24	524,417.21
01/16/24	01/16/24	Purchase - Principal 98163KAC6	1.00	15,338.25	539,755.46
01/16/24	01/16/24	Purchase - Principal 362554AC1	1.00	7,937.12	547,692.58
01/16/24	01/16/24	Purchase - Principal 50117TAC5	1.00	11,644.24	559,336.82
01/16/24	01/16/24	Purchase - Principal 50117XAE2	1.00	18,885.33	578,222.15
01/16/24	01/16/24	Purchase - Principal 98163WAC0	1.00	6,367.29	584,589.44
01/17/24	01/17/24	Purchase - Interest 21684LGS5	1.00	26,225.50	610,814.94
01/17/24	01/17/24	Purchase - Principal 89238FAD5	1.00	5,409.39	616,224.33
01/18/24	01/18/24	Redemption - Principal 05253JAZ4	1.00	(375,000.00)	241,224.33
01/22/24	01/22/24	Purchase - Interest 92868AAC9	1.00	473.00	241,697.33
01/22/24	01/22/24	Purchase - Interest 43815GAC3	1.00	137.92	241,835.25
01/22/24	01/22/24	Purchase - Principal 92868AAC9	1.00	14,461.86	256,297.11
01/22/24	01/22/24	Purchase - Principal 43815GAC3	1.00	14,030.07	270,327.18
01/24/24	01/24/24	Purchase - Interest 06406RBJ5	1.00	11,586.75	281,913.93
01/24/24	01/24/24	Individual Portfolio Interest 6174468C6 from 1/23/2024	1.00	4,500.00	286,413.93
01/24/24	01/24/24	IP Fees December 2023	1.00	(7,962.10)	278,451.83
01/24/24	01/24/24	U.S. Bank Fees November 2023	1.00	(408.01)	278,043.82
01/25/24	01/25/24	Interest Adjustment	1.00	1.36	278,045.18
01/25/24	01/25/24	Purchase - Interest 3137FREE7	1.00	1,102.46	279,147.64
01/25/24	01/25/24	Purchase - Interest 3140J9DU2	1.00	523.47	279,671.11
01/25/24	01/25/24	Purchase - Interest 3137BTUM1	1.00	1,392.50	281,063.61



**Account Statement**

For the Month Ending **January 31, 2024**

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>					
01/25/24	01/25/24	Purchase - Interest 3137BSP72	1.00	1,890.26	282,953.87
01/25/24	01/25/24	Purchase - Interest 3137BRQJ7	1.00	2,462.92	285,416.79
01/25/24	01/25/24	Purchase - Interest 3137BNGT5	1.00	2,573.44	287,990.23
01/25/24	01/25/24	Purchase - Interest 3137BN6G4	1.00	1,372.71	289,362.94
01/25/24	01/25/24	Purchase - Interest 3136AUKX8	1.00	1,356.12	290,719.06
01/25/24	01/25/24	Purchase - Interest 3137FETM2	1.00	1,335.38	292,054.44
01/25/24	01/25/24	Purchase - Interest 3137F1G44	1.00	1,553.94	293,608.38
01/25/24	01/25/24	Purchase - Interest 3137BVZ82	1.00	1,429.17	295,037.55
01/25/24	01/25/24	Purchase - Interest 3137BUX60	1.00	1,422.08	296,459.63
01/25/24	01/25/24	Purchase - Interest 3136ARTE8	1.00	703.39	297,163.02
01/25/24	01/25/24	Purchase - Interest 05602RAD3	1.00	770.41	297,933.43
01/25/24	01/25/24	Purchase - Interest 05592XAD2	1.00	843.29	298,776.72
01/25/24	01/25/24	Purchase - Principal 05602RAD3	1.00	18,228.94	317,005.66
01/25/24	01/25/24	Purchase - Principal 3137BTUM1	1.00	936.22	317,941.88
01/25/24	01/25/24	Purchase - Principal 3136AUKX8	1.00	1,149.12	319,091.00
01/25/24	01/25/24	Purchase - Principal 3136ARTE8	1.00	13,138.25	332,229.25
01/25/24	01/25/24	Purchase - Principal 3137FREE7	1.00	667.06	332,896.31
01/25/24	01/25/24	Purchase - Principal 3140J9DU2	1.00	3,839.39	336,735.70
01/25/24	01/25/24	Purchase - Principal 3137FETM2	1.00	8,919.94	345,655.64
01/26/24	01/26/24	INTEREST ADJUSTMENT 01.24.2024	1.00	(0.68)	345,654.96
01/29/24	01/29/24	Purchase - Interest 458140AS9	1.00	5,920.00	351,574.96
01/29/24	01/29/24	Purchase - Interest 459200KS9	1.00	16,000.00	367,574.96



**Account Statement**

For the Month Ending **January 31, 2024**

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>					
01/29/24	01/29/24	Purchase - Interest 89788MAH5	1.00	6,709.50	374,284.46
01/30/24	01/30/24	Purchase - Interest 025816CG2	1.00	5,000.00	379,284.46
01/31/24	01/31/24	Purchase - Principal 912828YV6	1.00	364,599.61	743,884.07
01/31/24	01/31/24	Purchase - Interest 912828YV6	1.00	952.87	744,836.94
01/31/24	01/31/24	Redemption - Principal 161571HV9	1.00	(714,891.11)	29,945.83
01/31/24	02/01/24	Accrual Income Div Reinvestment - Distributions	1.00	1,125.22	31,071.05
<b>Closing Balance</b>					<b>31,071.05</b>

	Month of January	Fiscal YTD July-January
<b>Opening Balance</b>	436,140.68	0.00
<b>Purchases</b>	5,584,523.97	20,164,518.21
<b>Redemptions (Excl. Checks)</b>	(5,989,593.60)	(20,133,447.16)
<b>Check Disbursements</b>	0.00	0.00
<b>Closing Balance</b>	<b>31,071.05</b>	<b>31,071.05</b>
<b>Cash Dividends and Income</b>	1,125.22	4,281.13

<b>Closing Balance</b>	31,071.05
<b>Average Monthly Balance</b>	239,933.40
<b>Monthly Distribution Yield</b>	5.54%



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of May 14, 2024

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

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

**SUBJECT:** Approval of Treasurer's Report for February of 2024

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### **RECOMMENDED ACTION**

It is recommended that the City Council receive and file February 2024 Treasurer's Report.

### **FISCAL IMPACT**

There is no fiscal impact of this action.

### **DISCUSSION**

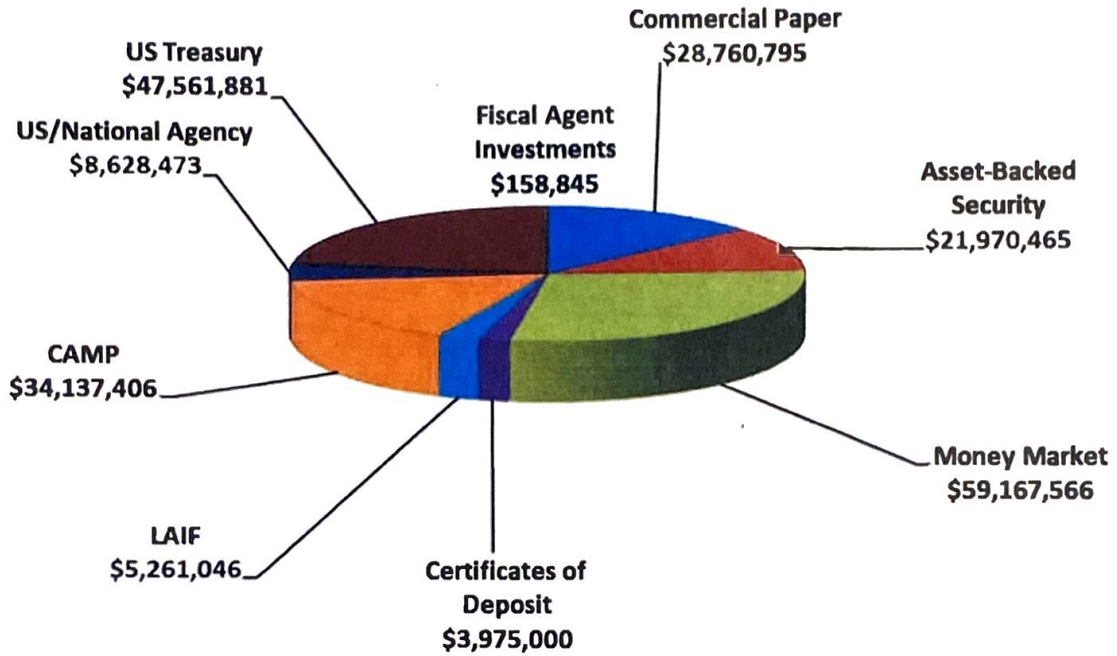
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting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

### **ATTACHMENTS**

A. City Treasurer's Report

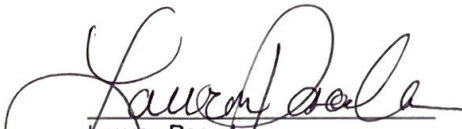
CITY OF ANTIOCH  
SUMMARY REPORT ON THE CITY'S INVESTMENTS

February 29, 2024



**Total of City and Fiscal Agent Investments = \$209,621,477**

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

  
Lauren Posada  
City Treasurer

  
Dawn Merchant  
Finance Director

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

	<u>Amount</u>
Antioch Public Financing Authority 2015 Refunding Bonds (02 Lease Rev)	2,113
Antioch Development Agency 2009 Tax Allocation Bonds	156,732
	<u><u>\$158,845</u></u>



**Account Statement**

For the Month Ending **February 29, 2024**

**Consolidated Summary Statement**

City of Antioch

**Portfolio Summary**

Portfolio Holdings	Cash Dividends and Income	Closing Market Value	Current Yield
CAMP Pool	121,472.19	34,137,406.39	5.50 %
CAMP Managed Account	234,963.66	109,852,704.83	* N/A
<b>Total</b>	<b>\$356,435.85</b>	<b>\$143,990,111.22</b>	

\* Not Applicable

**Investment Allocation**

Investment Type	Closing Market Value	Percent
Asset-Backed Security	21,717,035.47	15.08
Corporate Note	28,055,709.64	19.48
Bank Note	413,593.00	0.29
Certificate of Deposit	3,983,287.00	2.77
Federal Agency Commercial Mortgage-Backed Security	7,383,935.96	5.13
Joint Powers Authority	34,137,406.39	23.71
Municipal Bond / Note	958,119.75	0.67
Federal Agency Mortgage-Backed Security	190,914.18	0.13
U.S. Treasury Bond / Note	47,150,109.83	32.74

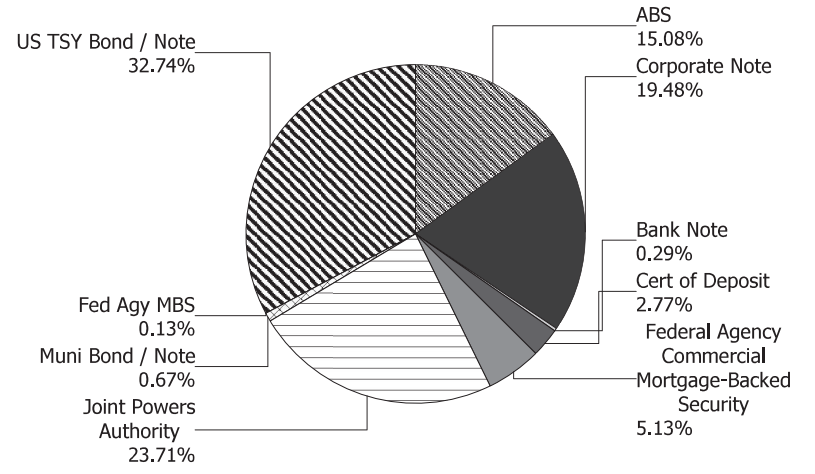
**Total** **\$143,990,111.22** **100.00%**

**Maturity Distribution (Fixed Income Holdings)**

Portfolio Holdings	Closing Market Value	Percent
Under 30 days	34,137,406.39	23.72
31 to 60 days	0.00	0.00
61 to 90 days	0.00	0.00
91 to 180 days	1,056,693.00	0.73
181 days to 1 year	3,937,166.39	2.73
1 to 2 years	35,173,179.21	24.43
2 to 3 years	52,746,558.76	36.63
3 to 4 years	12,675,610.69	8.80
4 to 5 years	4,072,582.60	2.83
Over 5 years	190,914.18	0.13
<b>Total</b>	<b>\$143,990,111.22</b>	<b>100.00%</b>

**Weighted Average Days to Maturity** **655**

**Sector Allocation**







**Account Statement**

For the Month Ending **February 29, 2024**

**Consolidated Summary Statement**

City of Antioch

<b>Account Number</b>	<b>Account Name</b>	<b>Opening Market Value</b>	<b>Purchases / Deposits</b>	<b>Redemptions / Sales / Maturities</b>	<b>Unsettled Trades</b>	<b>Change in Value</b>	<b>Closing Market Value</b>	<b>Cash Dividends and Income</b>
6090-001	City of Antioch	26,893,225.99	7,120,413.81	0.00	0.00	0.00	34,013,639.80	120,413.81
6090-002	Investment Portfolio	110,206,604.13	15,348,809.01	(14,931,879.21)	0.00	(647,062.51)	109,976,471.42	236,022.04
<b>Total</b>		<b>\$137,099,830.12</b>	<b>\$22,469,222.82</b>	<b>(\$14,931,879.21)</b>	<b>\$0.00</b>	<b>(\$647,062.51)</b>	<b>\$143,990,111.22</b>	<b>\$356,435.85</b>



### Account Statement - Transaction Summary

For the Month Ending **February 29, 2024**

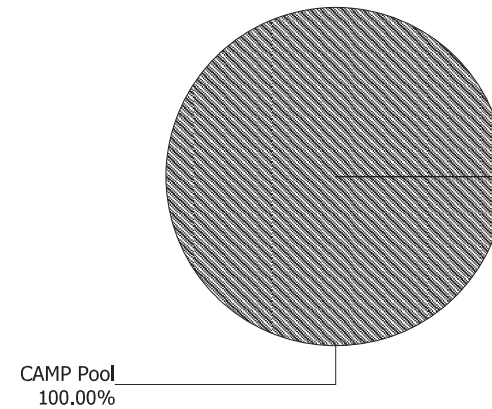
City of Antioch - City of Antioch - 6090-001

<b>CAMP Pool</b>	
Opening Market Value	26,893,225.99
Purchases	7,120,413.81
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$34,013,639.80</b>
Cash Dividends and Income	120,413.81

<b>Asset Summary</b>	<b>February 29, 2024</b>	<b>January 31, 2024</b>
<b>CAMP Pool</b>	34,013,639.80	26,893,225.99
<b>Total</b>	<b>\$34,013,639.80</b>	<b>\$26,893,225.99</b>

<b>Asset Allocation</b>	
CAMP Pool	100.00%





## Account Statement

For the Month Ending **February 29, 2024**

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>					<b>26,893,225.99</b>
02/27/24	02/27/24	Purchase - Incoming Wires	1.00	7,000,000.00	33,893,225.99
02/29/24	03/01/24	Accrual Income Div Reinvestment - Distributions	1.00	120,413.81	34,013,639.80
<b>Closing Balance</b>					<b>34,013,639.80</b>

	Month of February	Fiscal YTD July-February
<b>Opening Balance</b>	26,893,225.99	26,035,965.31
<b>Purchases</b>	7,120,413.81	7,977,674.49
<b>Redemptions (Excl. Checks)</b>	0.00	0.00
<b>Check Disbursements</b>	0.00	0.00
<b>Closing Balance</b>	<b>34,013,639.80</b>	<b>34,013,639.80</b>
<b>Cash Dividends and Income</b>	120,413.81	977,674.49

<b>Closing Balance</b>	34,013,639.80
<b>Average Monthly Balance</b>	27,621,516.12
<b>Monthly Distribution Yield</b>	5.50%



## Account Statement - Transaction Summary

For the Month Ending **February 29, 2024**

City of Antioch - Investment Portfolio - 6090-002

CAMP Pool	
Opening Market Value	31,071.05
Purchases	7,730,251.22
Redemptions	(7,637,555.68)
Unsettled Trades	0.00
Change in Value	0.00

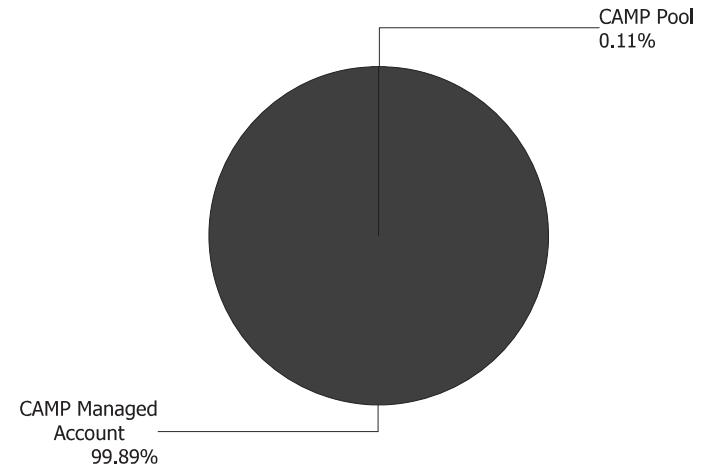
<b>Closing Market Value</b>	<b>\$123,766.59</b>
Cash Dividends and Income	1,058.38

CAMP Managed Account	
Opening Market Value	110,175,533.08
Purchases	7,618,557.79
Redemptions	(7,294,323.53)
Unsettled Trades	0.00
Change in Value	(647,062.51)

<b>Closing Market Value</b>	<b>\$109,852,704.83</b>
Cash Dividends and Income	234,963.66

Asset Summary		
	February 29, 2024	January 31, 2024
<b>CAMP Pool</b>	123,766.59	31,071.05
<b>CAMP Managed Account</b>	109,852,704.83	110,175,533.08
<b>Total</b>	<b>\$109,976,471.42</b>	<b>\$110,206,604.13</b>

Asset Allocation	
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## Managed Account Summary Statement

For the Month Ending February 29, 2024

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

Transaction Summary - Money Market		Transaction Summary - Managed Account		Account Total	
<b>Opening Market Value</b>	<b>\$31,071.05</b>	<b>Opening Market Value</b>	<b>\$110,175,533.08</b>	<b>Opening Market Value</b>	<b>\$110,206,604.13</b>
Purchases	7,730,251.22	Maturities/Calls	(625,980.89)		
Redemptions	(7,637,555.68)	Principal Dispositions	(6,668,342.64)		
		Principal Acquisitions	7,618,557.79		
		Unsettled Trades	0.00		
		Change in Current Value	(647,062.51)		
<b>Closing Market Value</b>	<b>\$123,766.59</b>	<b>Closing Market Value</b>	<b>\$109,852,704.83</b>	<b>Closing Market Value</b>	<b>\$109,976,471.42</b>
Dividend	1,058.38				

Earnings Reconciliation (Cash Basis) - Managed Account		Cash Balance	
Interest/Dividends/Coupons Received	434,869.31	<b>Closing Cash Balance</b>	<b>\$0.00</b>
Less Purchased Interest Related to Interest/Coupons	(10,587.23)		
Plus Net Realized Gains/Losses	(189,318.42)		
<b>Total Cash Basis Earnings</b>	<b>\$234,963.66</b>		

Earnings Reconciliation (Accrual Basis)		Managed Account		Total		Cash Transactions Summary- Managed Account	
Ending Amortized Value of Securities	110,896,614.65	110,896,614.65	111,020,381.24	Maturities/Calls	295,830.43		
Ending Accrued Interest	697,533.18	697,533.18	697,533.18	Sale Proceeds	6,728,162.45		
Plus Proceeds from Sales	6,728,162.45	6,728,162.45	14,365,718.13	Coupon/Interest/Dividend Income	374,219.07		
Plus Proceeds of Maturities/Calls/Principal Payments	626,811.32	626,811.32	626,811.32	Principal Payments	330,980.89		
Plus Coupons/Dividends Received	374,219.07	374,219.07	374,219.07	Security Purchases	(7,629,145.02)		
Less Cost of New Purchases	(7,629,145.02)	(7,629,145.02)	(15,359,396.24)	Net Cash Contribution	(100,047.82)		
Less Beginning Amortized Value of Securities	(110,697,129.76)	(110,697,129.76)	(110,728,200.81)	Reconciling Transactions	0.00		
Less Beginning Accrued Interest	(771,670.89)	(771,670.89)	(771,670.89)				
Dividends	0.00	0.00	1,058.38				
<b>Total Accrual Basis Earnings</b>	<b>\$225,395.00</b>	<b>\$225,395.00</b>	<b>\$226,453.38</b>				



## Portfolio Summary and Statistics

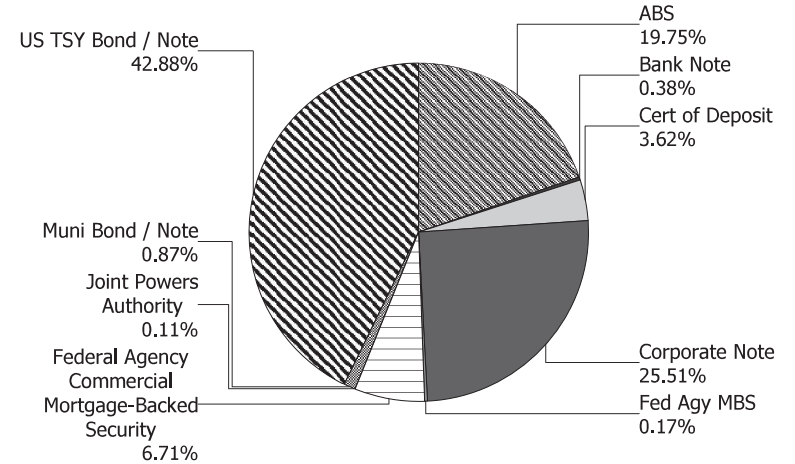
For the Month Ending February 29, 2024

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

### Account Summary

Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	47,650,000.00	47,150,109.83	42.88
Municipal Bond / Note	1,005,000.00	958,119.75	0.87
Federal Agency Mortgage-Backed Security	201,503.29	190,914.18	0.17
Federal Agency Commercial Mortgage-Backed Security	7,716,640.26	7,383,935.96	6.71
Corporate Note	28,385,000.00	28,055,709.64	25.51
Certificate of Deposit	3,975,000.00	3,983,287.00	3.62
Bank Note	425,000.00	413,593.00	0.38
Asset-Backed Security	21,972,369.82	21,717,035.47	19.75
<b>Managed Account Sub-Total</b>	<b>111,330,513.37</b>	<b>109,852,704.83</b>	<b>99.89%</b>
Accrued Interest		697,533.18	
<b>Total Portfolio</b>	<b>111,330,513.37</b>	<b>110,550,238.01</b>	
CAMP Pool	123,766.59	123,766.59	0.11
<b>Total Investments</b>	<b>111,454,279.96</b>	<b>110,674,004.60</b>	<b>100.00%</b>

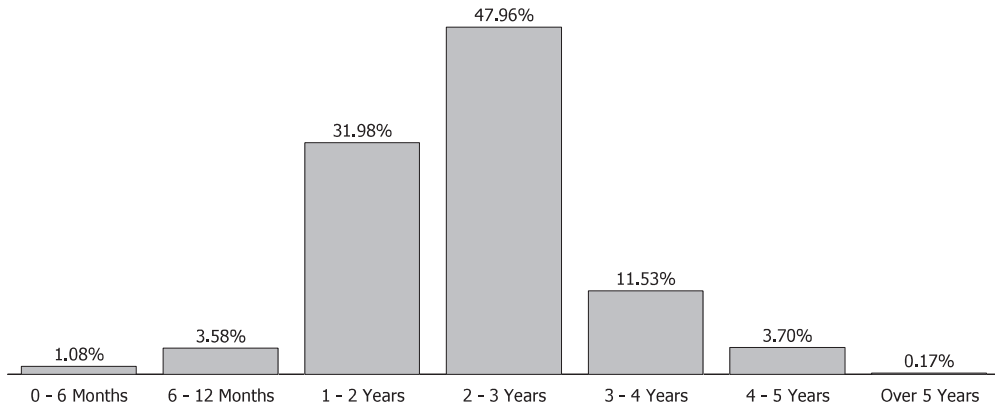
### Sector Allocation



### Unsettled Trades

0.00 0.00

### Maturity Distribution



### Characteristics

Yield to Maturity at Cost	4.10%
Yield to Maturity at Market	4.68%
Weighted Average Days to Maturity	859



## Managed Account Issuer Summary

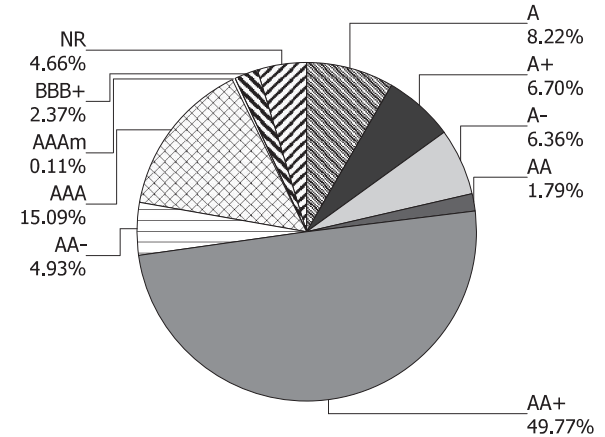
For the Month Ending February 29, 2024

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

### Issuer Summary

Issuer	Market Value of Holdings	Percent
ALLY AUTO RECEIVABLES TRUST	1,370,521.55	1.25
AMERICAN EXPRESS CO	2,076,043.90	1.89
AMERICAN HONDA FINANCE	806,792.28	0.73
ANZ BANKING GROUP LTD	818,034.91	0.74
ASTRAZENECA PLC	404,324.87	0.37
BANK OF AMERICA CO	1,702,423.80	1.55
BMW FINANCIAL SERVICES NA LLC	961,650.74	0.87
BMW VEHICLE OWNER TRUST	433,104.15	0.39
BRISTOL-MYERS SQUIBB CO	392,625.94	0.36
CAMP Pool	123,766.59	0.11
CAPITAL ONE FINANCIAL CORP	1,862,453.97	1.69
CARMAX AUTO OWNER TRUST	1,852,110.68	1.68
CATERPILLAR INC	1,083,613.20	0.99
CHASE ISSURANCE	1,578,451.21	1.44
CINTAS CORPORATION NO. 2	342,620.95	0.31
CISCO SYSTEMS INC	669,918.93	0.61
CITIGROUP INC	785,265.10	0.71
COMMONWEALTH BANK OF AUSTRALIA	442,471.04	0.40
CREDIT AGRICOLE SA	824,882.36	0.75
DEERE & COMPANY	523,680.68	0.48
DISCOVER FINANCIAL SERVICES	2,127,010.09	1.93
ELI LILLY & CO	551,872.58	0.50
FANNIE MAE	1,084,741.64	0.99
FIFTH THIRD AUTO TRUST	560,923.27	0.51
FLORIDA STATE BOARD OF ADMIN FIN CORP	769,767.30	0.70
FORD CREDIT AUTO OWNER TRUST	743,500.38	0.68
FREDDIE MAC	6,490,108.50	5.89
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	1,283,908.02	1.17
GOLDMAN SACHS GROUP INC	681,635.60	0.62
HARLEY-DAVIDSON MOTORCYCLE TRUST	739,957.48	0.67
HERSHEY COMPANY	237,343.50	0.22
HOME DEPOT INC	348,241.76	0.32

### Credit Quality (S&P Ratings)





## Managed Account Issuer Summary

For the Month Ending February 29, 2024

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

<b>Issuer</b>	<b>Market Value of Holdings</b>	<b>Percent</b>
HONDA AUTO RECEIVABLES	504,413.36	0.46
HUNTINGTON BANCSHARES INC/OH	319,987.62	0.29
HYUNDAI AUTO RECEIVABLES	1,280,648.54	1.16
IBM CORP	787,569.60	0.72
JP MORGAN CHASE & CO	1,053,951.35	0.96
KUBOTA CREDIT OWNER TRUST	1,778,232.56	1.62
LINDE PLC	840,027.13	0.76
LOCKHEED MARTIN CORP	374,225.63	0.34
MERCEDES-BENZ AUTO RECEIVABLES	864,154.90	0.79
Mercedes-Benz Group AG	823,830.98	0.75
MORGAN STANLEY	789,459.17	0.72
NATIONAL AUSTRALIA BANK LTD	1,465,559.39	1.33
NATIONAL RURAL UTILITIES CO FINANCE CORP	845,072.99	0.77
NESTLE SA	790,956.56	0.72
NEW JERSEY TURNPIKE AUTHORITY	188,352.45	0.17
NISSAN AUTO RECEIVABLES	986,210.21	0.90
NORDEA BANK ABP	1,051,833.30	0.96
PACCAR FINANCIAL CORP	326,145.30	0.30
PEPSICO INC	790,160.04	0.72
PNC FINANCIAL SERVICES GROUP	758,074.12	0.69
RABOBANK NEDERLAND	1,992,146.62	1.81
ROCHE HOLDINGS INC	679,604.85	0.62
STATE STREET CORPORATION	1,440,663.93	1.31
TEXAS INSTRUMENTS INC	483,441.70	0.44
THE BANK OF NEW YORK MELLON CORPORATION	516,689.25	0.47
TORONTO-DOMINION BANK	1,059,023.09	0.96
TOYOTA MOTOR CORP	2,316,208.36	2.11
TRUIST FIN CORP	773,557.20	0.70
UNITED STATES TREASURY	47,150,109.83	42.86
UNITEDHEALTH GROUP INC	180,307.08	0.16
USAA CAPITAL CORP	514,845.45	0.47
VOLKSWAGEN AUTO LEASE TURST	129,453.55	0.12
WELLS FARGO & COMPANY	1,254,295.20	1.14





### Managed Account Issuer Summary

For the Month Ending **February 29, 2024**

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

<u>Issuer</u>	<u>Market Value of Holdings</u>	<u>Percent</u>
WORLD OMNI AUTO REC TRUST	193,493.14	0.18
<b>Total</b>	<b>\$109,976,471.42</b>	<b>100.00%</b>



**Managed Account Detail of Securities Held**

For the Month Ending **February 29, 2024**

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>U.S. Treasury Bond / Note</b>											
US TREASURY NOTES DTD 12/15/2021 1.000% 12/15/2024	91282CDN8	1,000,000.00	AA+	Aaa	01/03/22	01/05/22	999,296.88	1.02	2,103.83	999,810.98	968,125.00
US TREASURY NOTES DTD 01/15/2022 1.125% 01/15/2025	91282CDS7	1,450,000.00	AA+	Aaa	02/01/22	02/03/22	1,438,898.44	1.39	2,061.47	1,446,701.49	1,401,062.50
US TREASURY NOTES DTD 07/15/2022 3.000% 07/15/2025	91282CEY3	2,700,000.00	AA+	Aaa	08/05/22	08/08/22	2,689,769.53	3.14	10,236.26	2,695,218.78	2,633,765.76
US TREASURY NOTES DTD 09/15/2022 3.500% 09/15/2025	91282CFK2	2,250,000.00	AA+	Aaa	10/06/22	10/11/22	2,204,912.11	4.23	36,346.15	2,226,276.18	2,206,757.70
US TREASURY NOTES DTD 11/15/2022 4.500% 11/15/2025	91282CFW6	2,000,000.00	AA+	Aaa	12/16/22	12/16/22	2,027,500.00	3.99	26,456.04	2,016,112.68	1,992,187.60
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	22,770.95	4,643,196.47	4,583,882.58
US TREASURY N/B NOTES DTD 01/31/2024 4.250% 01/31/2026	91282CJV4	1,175,000.00	AA+	Aaa	02/14/24	02/20/24	1,167,748.05	4.59	4,115.73	1,167,846.09	1,166,371.04
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	4,450.55	2,668,675.00	2,667,515.76
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	36,055.33	2,545,774.92	2,506,968.75
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	46,353.19	4,318,061.80	4,264,359.38
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	18,658.30	2,133,777.51	2,129,843.75
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	17,202.61	3,021,104.43	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	4,056.49	2,232,005.20	2,242,617.30
US TREASURY NOTES DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	3,250,000.00	AA+	Aaa	12/07/23	12/11/23	3,251,523.44	4.35	5,859.38	3,251,397.27	3,239,336.10



**Managed Account Detail of Securities Held**

For the Month Ending **February 29, 2024**

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>U.S. Treasury Bond / Note</b>											
US TREASURY N/B NOTES DTD 11/15/2023 4.625% 11/15/2026	91282CJK8	5,000,000.00	AA+	Aaa	12/04/23	12/05/23	5,034,960.94	4.37	67,977.34	5,032,286.60	5,018,750.00
US TREASURY N/B NOTES DTD 12/15/2023 4.375% 12/15/2026	91282CJP7	4,100,000.00	AA+	Aaa	01/03/24	01/05/24	4,131,710.94	4.09	37,737.36	4,130,153.62	4,091,672.08
US TREASURY N/B NOTES DTD 01/15/2024 4.000% 01/15/2027	91282CJT9	1,425,000.00	AA+	Aaa	02/08/24	02/09/24	1,415,704.10	4.24	7,203.30	1,415,876.25	1,408,300.71
US TREASURY N/B NOTES DTD 01/15/2024 4.000% 01/15/2027	91282CJT9	1,625,000.00	AA+	Aaa	02/02/24	02/06/24	1,617,446.29	4.17	8,214.28	1,617,605.87	1,605,956.95
<b>Security Type Sub-Total</b>		<b>47,650,000.00</b>					<b>47,500,690.46</b>	<b>4.04</b>	<b>357,858.56</b>	<b>47,561,881.14</b>	<b>47,150,109.83</b>
<b>Municipal Bond / Note</b>											
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	195,000.00	AA-	A1	01/22/21	02/04/21	195,000.00	0.90	291.53	195,000.00	188,352.45
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	235,000.00	AA	Aa3	09/03/20	09/16/20	235,000.00	1.26	492.72	235,000.00	223,327.55
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	575,000.00	AA	Aa3	11/21/22	11/23/22	519,690.75	5.26	1,205.58	546,676.55	546,439.75
<b>Security Type Sub-Total</b>		<b>1,005,000.00</b>					<b>949,690.75</b>	<b>3.47</b>	<b>1,989.83</b>	<b>976,676.55</b>	<b>958,119.75</b>
<b>Federal Agency Mortgage-Backed Security</b>											
FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	201,503.29	AA+	Aaa	08/03/21	08/17/21	214,726.94	2.35	503.76	211,817.99	190,914.18
<b>Security Type Sub-Total</b>		<b>201,503.29</b>					<b>214,726.94</b>	<b>2.35</b>	<b>503.76</b>	<b>211,817.99</b>	<b>190,914.18</b>
<b>Federal Agency Commercial Mortgage-Backed Security</b>											
FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	550,000.00	AA+	Aaa	08/04/22	08/09/22	543,662.11	3.36	1,372.71	546,647.73	531,841.07
FHMS K054 A2 DTD 04/20/2016 2.745% 01/01/2026	3137BNGT5	1,125,000.00	AA+	Aaa	05/11/23	05/16/23	1,087,470.70	4.09	2,573.44	1,098,795.88	1,081,574.29



**Managed Account Detail of Securities Held**

For the Month Ending **February 29, 2024**

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>Federal Agency Commercial Mortgage-Backed Security</b>											
FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	298,839.57	AA+	Aaa	08/31/22	09/06/22	288,718.72	3.76	672.89	293,128.29	286,486.41
FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026	3137BRQJ7	575,000.00	AA+	Aaa	03/02/23	03/07/23	534,705.08	4.86	1,231.46	546,673.87	547,322.89
FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026	3137BRQJ7	575,000.00	AA+	Aaa	05/18/23	05/23/23	546,744.14	4.26	1,231.46	553,789.43	547,322.88
FHMS K058 A2 DTD 11/09/2016 2.653% 08/01/2026	3137BSP72	855,000.00	AA+	Aaa	04/06/23	04/12/23	818,996.48	4.02	1,890.26	828,661.05	811,797.96
FNA 2016-M12 A2 DTD 11/30/2016 2.444% 09/01/2026	3136AUKX8	641,860.74	AA+	Aaa	12/11/23	12/14/23	602,822.57	4.92	1,307.35	605,731.47	607,341.05
FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	497,377.07	AA+	Aaa	11/27/23	11/30/23	473,926.52	5.09	1,387.27	475,948.50	479,209.04
FHMS K062 A2 DTD 02/01/2017 3.413% 12/01/2026	3137BUX60	500,000.00	AA+	Aaa	12/06/23	12/11/23	481,406.25	4.76	1,422.08	482,793.08	481,900.13
FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027	3137BVZ82	500,000.00	AA+	Aaa	12/06/23	12/11/23	481,503.91	4.73	1,429.17	482,845.17	481,996.48
FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	575,000.00	AA+	Aaa	11/22/23	11/28/23	543,172.85	5.05	1,553.94	545,625.11	549,891.23
FHMS KJ28 A2 DTD 02/27/2020 2.308% 10/01/2027	3137FREE7	563,622.75	AA+	Aaa	12/06/23	12/11/23	528,374.32	4.08	1,084.03	530,292.95	530,821.78
FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	459,940.13	AA+	Aaa	12/08/22	12/13/22	446,106.00	3.94	1,284.00	449,046.33	446,430.75
<b>Security Type Sub-Total</b>		<b>7,716,640.26</b>					<b>7,377,609.65</b>	<b>4.37</b>	<b>18,440.06</b>	<b>7,439,978.86</b>	<b>7,383,935.96</b>
<b>Corporate Note</b>											
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 07/30/2019 2.500% 07/30/2024	025816CG2	400,000.00	BBB+	A2	11/19/21	11/23/21	414,320.00	1.14	861.11	401,823.92	394,882.00



**Managed Account Detail of Securities Held**

For the Month Ending **February 29, 2024**

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>Corporate Note</b>											
BMW US CAPITAL LLC CORPORATE NOTES DTD 08/12/2021 0.750% 08/12/2024	05565EBU8	205,000.00	A	A2	08/09/21	08/12/21	204,981.55	0.75	81.15	204,997.24	200,290.13
COOPERAT RABOBANK UA/NY CORPORATE NOTES DTD 08/22/2022 3.875% 08/22/2024	21688AAU6	465,000.00	A+	Aa2	08/15/22	08/22/22	464,786.10	3.90	450.47	464,949.09	461,520.87
GOLDMAN SACHS GROUP INC (CALLABLE) CORP DTD 06/10/2021 5.815% 09/10/2024	38141GYE8	250,000.00	BBB+	A2	06/07/21	06/10/21	250,000.00	5.86	3,277.40	250,000.00	250,003.25
COOPERATIEVE RABOBANK UA CORPORATE NOTES DTD 01/12/2022 1.375% 01/10/2025	21688AAS1	500,000.00	A+	Aa2	01/19/22	01/24/22	496,040.00	1.65	973.96	498,847.13	483,077.50
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	622.01	326,211.80	317,503.55
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	125,000.00	A-	A2	02/22/22	02/24/22	123,847.50	2.20	156.25	124,633.64	120,971.37
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	215,000.00	A-	A2	01/31/22	02/07/22	214,993.55	1.88	268.75	214,997.98	208,070.77
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 03/04/2022 2.250% 03/04/2025	025816CQ0	120,000.00	BBB+	A2	03/01/22	03/04/22	119,878.80	2.29	1,327.50	119,959.31	116,399.88
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 03/04/2022 2.250% 03/04/2025	025816CQ0	205,000.00	BBB+	A2	03/02/22	03/04/22	204,633.05	2.31	2,267.81	204,876.79	198,849.80
BMW US CAPITAL LLC CORP NOTES DTD 04/01/2022 3.250% 04/01/2025	05565EBZ7	240,000.00	A	A2	03/28/22	04/01/22	239,774.40	3.28	3,250.00	239,918.49	235,053.36



**Managed Account Detail of Securities Held**

For the Month Ending **February 29, 2024**

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

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>												
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	1,667.50	144,834.41	141,942.96
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	2,357.50	204,982.44	200,677.99
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	1,144.50	350,051.18	346,929.10
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	5,906.25	524,317.15	514,845.45
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	765.00	74,997.00	73,424.10
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	2,295.00	224,885.80	220,272.30
HERSHEY CO CORP NOTES (CALLABLE)	06/01/2020 0.900% 06/01/2025	427866BF4	250,000.00	A	A1	02/23/22	02/25/22	240,037.50	2.17	562.50	246,180.48	237,343.50
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE	06/01/2021 0.824% 06/01/2025	46647PCH7	595,000.00	A-	A1	05/24/21	06/01/21	595,000.00	0.82	1,225.70	595,000.00	587,221.57
TRUIST FINANCIAL CORP NOTES (CALLABLE)	06/05/2018 3.700% 06/05/2025	05531FBE2	475,000.00	A-	A3	02/07/22	02/09/22	499,358.00	2.09	4,198.47	483,868.70	464,803.65
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES	06/09/2022 3.500% 06/09/2025	63254ABD9	565,000.00	AA-	Aa3	05/31/22	06/09/22	565,000.00	3.50	4,504.31	565,000.00	553,727.12



**Managed Account Detail of Securities Held**

For the Month Ending **February 29, 2024**

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

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>												
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025		63743HFE7	65,000.00	A-	A2	05/02/22	05/04/22	64,691.90	3.61	473.42	64,872.48	63,525.73
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025		63743HFE7	85,000.00	A-	A2	04/27/22	05/04/22	84,977.05	3.46	619.08	84,990.50	83,072.12
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025		63743HFE7	100,000.00	A-	A2	05/03/22	05/05/22	99,532.00	3.61	728.33	99,806.13	97,731.90
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	1,505.94	224,905.22	221,676.75
JP MORGAN CHASE CORP NOTES (CALLABLE) DTD 07/21/2015 3.900% 07/15/2025		46625HMN7	475,000.00	A-	A1	03/10/22	03/14/22	489,834.25	2.91	2,367.08	480,391.88	466,729.78
MORGAN STANLEY CORP NOTES DTD 07/23/2015 4.000% 07/23/2025		6174468C6	225,000.00	A-	A1	06/22/22	06/24/22	224,581.50	4.06	950.00	224,810.65	221,079.60
IBM CORP CORPORATE NOTES DTD 07/27/2022 4.000% 07/27/2025		459200KS9	800,000.00	A-	A3	07/20/22	07/27/22	800,000.00	4.00	3,022.22	800,000.00	787,569.60
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	1,533.85	481,565.31	466,422.93
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	1,545.83	524,977.25	526,307.25
NESTLE HOLDINGS INC CORP NOTE DTD 09/13/2022 4.000% 09/12/2025		641062BA1	395,000.00	AA-	Aa3	09/06/22	09/13/22	394,869.65	4.01	7,417.22	394,933.34	389,014.96
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	11,358.49	440,000.00	442,471.04
HOME DEPOT INC NOTES (CALLABLE) DTD 09/19/2022 4.000% 09/15/2025		437076CR1	115,000.00	A	A2	09/12/22	09/19/22	114,958.60	4.01	2,121.11	114,978.66	113,150.11



**Managed Account Detail of Securities Held**

For the Month Ending **February 29, 2024**

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

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>												
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 10/04/2023 5.800% 10/03/2025		02665WEQ0	375,000.00	A-	A3	11/22/23	11/27/23	377,527.50	5.41	8,881.25	377,187.71	378,433.50
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	3,272.50	174,727.91	174,638.63
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	3,502.00	179,991.13	180,307.08
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	3,740.00	200,052.70	199,587.00
PNC FINANCIAL SERVICES CORP NOTE (CALLAB) DTD 10/28/2022 5.671% 10/28/2025		693475BH7	345,000.00	A-	A3	10/25/22	10/28/22	345,000.00	5.67	6,684.69	345,000.00	344,481.12
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025		110122DN5	250,000.00	A	A2	02/22/22	02/24/22	236,870.00	2.23	562.50	243,986.11	232,628.50
LINDE INC/CT CORPORATE NOTES (CALLABLE) DTD 12/05/2022 4.700% 12/05/2025		53522KAB9	525,000.00	A	A2	11/28/22	12/05/22	524,433.00	4.74	5,894.58	524,666.84	522,523.58
AUST & NZ BANKING GRP NY CORPORATE NOTES DTD 12/08/2022 5.088% 12/08/2025		05254JAA8	445,000.00	AA-	Aa3	11/29/22	12/08/22	445,000.00	5.09	5,220.15	445,000.00	445,128.16
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 01/05/2024 4.800% 01/05/2026		89236TLJ2	375,000.00	A+	A1	01/02/24	01/05/24	374,711.25	4.84	2,800.00	374,732.49	373,437.38
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 01/09/2023 4.800% 01/09/2026		24422EWP0	525,000.00	A	A1	01/03/23	01/09/23	524,753.25	4.82	3,640.00	524,847.13	523,680.68





**Managed Account Detail of Securities Held**

For the Month Ending **February 29, 2024**

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

<b>Security Type/Description</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>											
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	2,266.25	441,756.92	438,336.60
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 01/12/2023 4.966% 01/12/2026	63253QAA2	915,000.00	AA-	Aa3	01/04/23	01/12/23	915,000.00	4.97	6,184.74	915,000.00	911,832.27
STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026	857477BR3	225,000.00	A	A1	02/02/22	02/07/22	225,000.00	1.75	272.81	225,000.00	216,900.00
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	1,808.63	794,699.06	790,160.04
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026	61747YEM3	585,000.00	A-	A1	02/16/22	02/18/22	585,000.00	2.63	555.59	585,000.00	568,379.57
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	5,710.83	274,328.88	271,701.10
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	9,800.00	399,910.55	401,941.60
STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	510,000.00	A	A1	02/17/22	02/22/22	520,266.30	2.38	6,205.72	513,573.25	495,926.55
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	5,454.17	415,771.25	412,594.68
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	4,837.50	431,408.11	428,257.35
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	10,246.67	799,723.83	789,916.80
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	3,182.99	250,071.88	247,444.75



**Managed Account Detail of Securities Held**

For the Month Ending **February 29, 2024**

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>Corporate Note</b>											
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	787.50	100,401.14	100,790.30
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	1,102.50	139,295.55	141,106.42
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 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	1,456.88	184,821.86	186,462.06
BANK OF NEW YORK MELLON CORP NOTES (CALL) DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	165,000.00	A	A1	07/19/22	07/26/22	165,000.00	4.41	748.54	165,000.00	162,388.05
BANK OF NEW YORK MELLON CORP NOTES (CALL) DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	360,000.00	A	A1	07/20/22	07/26/22	361,173.60	4.32	1,633.18	360,547.11	354,301.20
TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	140,000.00	A-	A3	07/25/22	07/28/22	140,000.00	4.26	546.70	140,000.00	137,223.80
TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	175,000.00	A-	A3	07/26/22	07/28/22	175,175.00	4.23	683.38	175,082.07	171,529.75
STATE STREET CORP NOTES (CALLABLE) DTD 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	1,230.13	300,000.00	300,488.40
MERCEDES-BENZ FIN NA CORPORATE NOTES DTD 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	1,820.00	447,738.56	451,027.35
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 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	957.40	324,867.75	326,145.30
BANK OF AMERICA NA CORPORATE NOTES DTD 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	1,097.53	550,000.00	554,467.10



**Managed Account Detail of Securities Held**

For the Month Ending **February 29, 2024**

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

<b>Security Type/Description</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>											
HOME DEPOT INC CORPORATE NOTES DTD 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	2,811.19	234,526.68	235,091.65
STATE STREET CORP NOTES (CALLABLE) DTD 11/04/2022 5.751% 11/04/2026	857477BX0	425,000.00	A	A1	11/03/22	11/07/22	424,409.25	5.79	7,943.57	424,603.74	427,348.98
ROCHE HOLDINGS INC CORP NOTE (CALLABLE) DTD 11/13/2023 5.265% 11/13/2026	771196CE0	675,000.00	AA	Aa2	11/22/23	11/27/23	678,118.50	5.10	10,661.63	677,853.86	679,604.85
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	08/09/23	424,597.50	5.40	4,593.75	428,955.25	431,632.35
WELLS FARGO CORP NOTES (CALLABLE) DTD 12/11/2023 5.254% 12/11/2026	94988J6F9	825,000.00	A+	Aa2	12/04/23	12/11/23	825,000.00	5.25	9,632.33	825,000.00	826,037.85
MERCEDES-BENZ FIN NA CORPORATE NOTES DTD 01/11/2024 4.800% 01/11/2027	58769JAO0	375,000.00	A	A2	01/08/24	01/11/24	374,617.50	4.84	2,500.00	374,633.84	372,803.63
AUST & NZ BANKING GRP NY BONDS DTD 01/18/2024 4.750% 01/18/2027	05253JAZ4	375,000.00	AA-	Aa3	01/08/24	01/18/24	375,000.00	4.75	2,127.60	375,000.00	372,906.75
TEXAS INSTRUMENTS CORP NOTES (CALLABLE) DTD 02/08/2024 4.600% 02/08/2027	882508CE2	485,000.00	A+	Aa3	02/05/24	02/08/24	484,689.60	4.62	1,425.36	484,695.44	483,441.70
ELI LILLY & CO CORPORATE NOTES DTD 02/09/2024 4.500% 02/09/2027	532457CJ5	555,000.00	A+	A1	02/07/24	02/09/24	554,705.85	4.52	1,526.25	554,711.14	551,872.58
BRISTOL-MYERS SQUIBB CORP NOTES (CALLABL DTD 02/22/2024 4.900% 02/22/2027	110122EE4	160,000.00	A	A2	02/14/24	02/22/24	159,827.20	4.94	196.00	159,828.38	159,997.44
ASTRAZENECA FINANCE LLC CORP NOTES (CALL DTD 02/26/2024 4.800% 02/26/2027	04636NAK9	405,000.00	A	A2	02/21/24	02/26/24	404,319.60	4.86	270.00	404,321.92	404,324.87



## Managed Account Detail of Securities Held

For the Month Ending February 29, 2024

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>Corporate Note</b>											
CISCO SYSTEMS INC CORPORATE NOTES (CALLA DTD 02/26/2024 4.800% 02/26/2027	17275RBQ4	670,000.00	AA-	A1	02/21/24	02/26/24	669,129.00	4.85	446.67	669,131.97	669,918.93
<b>Security Type Sub-Total</b>		<b>28,385,000.00</b>					<b>28,356,410.20</b>	<b>4.13</b>	<b>228,727.37</b>	<b>28,339,015.98</b>	<b>28,055,709.64</b>
<b>Certificate of Deposit</b>											
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	20,906.67	1,050,000.00	1,059,023.09
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 11/03/2022 5.530% 11/03/2025	65558UYF3	1,050,000.00	AA-	Aa3	11/02/22	11/03/22	1,050,000.00	5.53	19,032.42	1,050,000.00	1,051,833.30
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	07/20/23	1,050,000.00	5.08	6,519.33	1,050,000.00	1,047,548.25
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 02/05/2024 4.760% 02/01/2027	22536DWD6	825,000.00	A+	Aa3	02/01/24	02/05/24	825,000.00	4.76	2,727.08	825,000.00	824,882.36
<b>Security Type Sub-Total</b>		<b>3,975,000.00</b>					<b>3,975,000.00</b>	<b>5.27</b>	<b>49,185.50</b>	<b>3,975,000.00</b>	<b>3,983,287.00</b>
<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	08/11/22	417,775.00	3.89	3,453.13	421,778.71	413,593.00
<b>Security Type Sub-Total</b>		<b>425,000.00</b>					<b>417,775.00</b>	<b>3.89</b>	<b>3,453.13</b>	<b>421,778.71</b>	<b>413,593.00</b>
<b>Asset-Backed Security</b>											
VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	130,308.05	NR	Aaa	06/07/22	06/14/22	130,297.68	3.44	136.97	130,303.41	129,453.55
KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	79,021.53	NR	Aaa	04/06/21	04/14/21	79,005.36	0.62	21.77	79,016.10	77,810.64
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	40,038.52	AAA	NR	04/20/21	04/28/21	40,034.31	0.38	6.76	40,037.04	39,623.33



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For the Month Ending **February 29, 2024**

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>											
KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	188,881.30	NR	Aaa	07/20/21	07/28/21	188,874.19	0.56	47.01	188,878.47	184,455.60
HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	160,074.24	NR	Aaa	11/16/21	11/24/21	160,040.48	0.89	39.13	160,058.88	155,890.64
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	71,982.56	AAA	NR	04/13/21	04/21/21	71,967.04	0.52	16.64	71,976.24	70,650.49
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	122,536.75	AAA	NR	11/09/21	11/17/21	122,509.40	0.75	40.30	122,523.33	119,564.41
FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	164,829.42	AAA	NR	01/19/22	01/24/22	164,809.84	1.29	94.50	164,819.21	160,728.40
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	223,557.18	AAA	Aaa	07/21/21	07/28/21	223,520.41	0.55	54.65	223,539.94	217,319.44
BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	251,347.97	AAA	Aaa	05/10/22	05/18/22	251,334.90	3.21	134.47	251,340.37	247,197.34
COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	170,738.96	AAA	Aaa	10/19/21	10/27/21	170,735.73	0.77	58.43	170,737.28	165,303.42
TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	262,790.25	AAA	Aaa	04/07/22	04/13/22	262,784.10	2.93	342.21	262,786.72	258,221.72
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	264,970.97	258,119.20
GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	110,205.97	AAA	Aaa	10/13/21	10/21/21	110,203.15	0.68	31.23	110,204.51	106,907.28
WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	198,681.49	AAA	NR	10/26/21	11/03/21	198,654.43	0.81	71.53	198,667.14	193,493.14
HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	235,436.44	AAA	NR	03/09/22	03/16/22	235,427.38	2.22	232.30	235,431.26	230,127.32
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	504,958.50	491,947.57



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For the Month Ending **February 29, 2024**

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>											
ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	437,220.31	AAA	Aaa	05/10/22	05/18/22	437,135.67	3.31	643.20	437,169.33	430,987.34
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	499,962.37	484,971.40
GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	158,108.36	AAA	NR	01/11/22	01/19/22	158,094.62	1.26	83.01	158,100.64	153,708.03
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	669,922.17	659,724.48
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2027	161571HV9	715,000.00	AAA	NR	01/24/24	01/31/24	714,891.11	4.61	1,461.78	714,893.98	709,665.10
HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	387,284.46	AAA	Aaa	04/12/22	04/20/22	387,219.98	3.06	526.71	387,244.90	380,677.23
GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	236,006.07	AAA	Aaa	04/05/22	04/13/22	235,956.75	3.10	304.84	235,975.92	231,690.79
CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	343,319.99	AAA	Aaa	04/21/22	04/28/22	343,267.77	3.49	532.53	343,287.80	337,748.08
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	499,976.91	487,297.35
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	224,974.83	221,064.35
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	564,991.22	556,799.36
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	339,998.46	334,315.68
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	739,922.97	724,881.80
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	494,929.06	489,331.21



**Managed Account Detail of Securities Held**

For the Month Ending **February 29, 2024**

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

<b>Security Type/Description</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Asset-Backed Security</b>											
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	569,970.11	556,825.19
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	814,883.84	797,461.04
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	944,991.81	939,534.21
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	364,955.37	364,294.27
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	719,997.53	720,469.37
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	664,943.59	650,760.49
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	669,886.61	669,593.31
MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	865,000.00	AAA	Aaa	11/15/22	11/22/22	864,828.90	5.21	2,002.96	864,874.94	864,154.90
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	239,982.71	240,657.70
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	339,999.87	337,237.91
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	269,990.20	269,314.28
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	349,952.90	348,522.72
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	499,928.11	496,879.00
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	359,971.43	359,280.25



**Managed Account Detail of Securities Held**

For the Month Ending **February 29, 2024**

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>											
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	274,976.73	272,365.23
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	419,980.36	416,467.80
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	294,993.37	291,483.45
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	184,971.64	185,906.81
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	669,968.16	661,305.21
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	169,993.58	170,864.11
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	269,947.69	268,939.09
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	299,977.25	299,136.90
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	309,996.40	310,406.75
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	164,994.43	165,802.79
FITAT 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	559,968.93	560,923.27
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	865,000.00	AAA	NR	09/07/23	09/15/23	864,760.22	5.17	1,983.73	864,779.78	868,786.11
HUNT 2024-1A A3 DTD 02/22/2024 5.230% 01/16/2029	446144AE7	320,000.00	AAA	Aaa	02/13/24	02/22/24	319,988.10	5.23	418.40	319,988.15	319,987.62
<b>Security Type Sub-Total</b>		<b>21,972,369.82</b>					<b>21,969,679.80</b>	<b>3.95</b>	<b>37,374.97</b>	<b>21,970,465.42</b>	<b>21,717,035.47</b>





**Managed Account Detail of Securities Held**

For the Month Ending **February 29, 2024**

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>Managed Account Sub-Total</b>		<b>111,330,513.37</b>					<b>110,761,582.80</b>	<b>4.10</b>	<b>697,533.18</b>	<b>110,896,614.65</b>	<b>109,852,704.83</b>
<b>Joint Powers Authority</b>											
CAMP Pool		123,766.59	AAAm	NR			123,766.59		0.00	123,766.59	123,766.59
<b>Liquid Sub-Total</b>		<b>123,766.59</b>					<b>123,766.59</b>		<b>0.00</b>	<b>123,766.59</b>	<b>123,766.59</b>
<b>Securities Sub-Total</b>		<b>\$111,454,279.96</b>					<b>\$110,885,349.39</b>	<b>4.10%</b>	<b>\$697,533.18</b>	<b>\$111,020,381.24</b>	<b>\$109,976,471.42</b>
<b>Accrued Interest</b>											<b>\$697,533.18</b>
<b>Total Investments</b>											<b>\$110,674,004.60</b>



**Managed Account Security Transactions & Interest**

For the Month Ending **February 29, 2024**

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									
<b>BUY</b>										
02/01/24	02/05/24	CREDIT AGRICOLE CIB NY CERT DEPOS DTD 02/05/2024 4.760% 02/01/2027	22536DWD6	825,000.00	(825,000.00)	0.00	(825,000.00)			
02/02/24	02/06/24	US TREASURY N/B NOTES DTD 01/15/2024 4.000% 01/15/2027	91282CJT9	1,625,000.00	(1,617,446.29)	(3,928.57)	(1,621,374.86)			
02/05/24	02/08/24	TEXAS INSTRUMENTS CORP NOTES (CALLABLE) DTD 02/08/2024 4.600% 02/08/2027	882508CE2	485,000.00	(484,689.60)	0.00	(484,689.60)			
02/07/24	02/09/24	ELI LILLY & CO CORPORATE NOTES DTD 02/09/2024 4.500% 02/09/2027	532457CJ5	555,000.00	(554,705.85)	0.00	(554,705.85)			
02/08/24	02/09/24	US TREASURY N/B NOTES DTD 01/15/2024 4.000% 01/15/2027	91282CJT9	1,425,000.00	(1,415,704.10)	(3,914.84)	(1,419,618.94)			
02/13/24	02/22/24	HUNT 2024-1A A3 DTD 02/22/2024 5.230% 01/16/2029	446144AE7	320,000.00	(319,988.10)	0.00	(319,988.10)			
02/14/24	02/20/24	US TREASURY N/B NOTES DTD 01/31/2024 4.250% 01/31/2026	91282CJV4	1,175,000.00	(1,167,748.05)	(2,743.82)	(1,170,491.87)			
02/14/24	02/22/24	BRISTOL-MYERS SQUIBB CORP NOTES (CALLABL DTD 02/22/2024 4.900% 02/22/2027	110122EE4	160,000.00	(159,827.20)	0.00	(159,827.20)			
02/21/24	02/26/24	CISCO SYSTEMS INC CORPORATE NOTES (CALLA DTD 02/26/2024 4.800% 02/26/2027	17275RBQ4	670,000.00	(669,129.00)	0.00	(669,129.00)			
02/21/24	02/26/24	ASTRAZENECA FINANCE LLC CORP NOTES (CALL DTD 02/26/2024 4.800% 02/26/2027	04636NAK9	405,000.00	(404,319.60)	0.00	(404,319.60)			

**Transaction Type Sub-Total** **7,645,000.00** **(7,618,557.79)** **(10,587.23)** **(7,629,145.02)**

<b>INTEREST</b>										
02/01/24	02/01/24	BANK OF AMERICA CORP NOTES DTD 07/30/2015 3.875% 08/01/2025	06051GFS3	475,000.00	0.00	9,203.13	9,203.13			
02/01/24	02/25/24	FHMS K054 A2 DTD 04/20/2016 2.745% 01/01/2026	3137BNGT5	1,125,000.00	0.00	2,573.44	2,573.44			
02/01/24	02/25/24	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	205,550.40	0.00	513.88	513.88			



**Managed Account Security Transactions & Interest**

For the Month Ending **February 29, 2024**

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									
<b>INTEREST</b>										
02/01/24	02/25/24	FHMS K058 A2 DTD 11/09/2016 2.653% 08/01/2026	3137BSP72	855,000.00	0.00	1,890.26	1,890.26			
02/01/24	02/25/24	FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	550,000.00	0.00	1,372.71	1,372.71			
02/01/24	02/25/24	FHMS K062 A2 DTD 02/01/2017 3.413% 12/01/2026	3137BUX60	500,000.00	0.00	1,422.08	1,422.08			
02/01/24	02/25/24	FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	299,249.49	0.00	673.81	673.81			
02/01/24	02/25/24	FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	575,000.00	0.00	1,553.94	1,553.94			
02/01/24	02/25/24	FNA 2016-M12 A2 DTD 11/30/2016 2.444% 09/01/2026	3136AUKX8	643,013.79	0.00	1,309.70	1,309.70			
02/01/24	02/25/24	FHMS KJ28 A2 DTD 02/27/2020 2.308% 10/01/2027	3137FREE7	572,536.45	0.00	1,101.18	1,101.18			
02/01/24	02/25/24	FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	469,424.43	0.00	1,310.48	1,310.48			
02/01/24	02/25/24	FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026	3137BRQJ7	1,150,000.00	0.00	2,462.92	2,462.92			
02/01/24	02/25/24	FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	498,316.44	0.00	1,389.89	1,389.89			
02/01/24	02/25/24	FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027	3137BVZ82	500,000.00	0.00	1,429.17	1,429.17			
02/03/24	02/03/24	MERCEDES-BENZ FIN NA CORPORATE NOTES DTD 08/03/2023 5.200% 08/03/2026	58769JAK3	450,000.00	0.00	11,700.00	11,700.00			
02/03/24	02/03/24	STATE STREET CORP NOTES (CALLABLE) DTD 08/03/2023 5.272% 08/03/2026	857477CD3	300,000.00	0.00	7,908.00	7,908.00			
02/05/24	02/05/24	LINDE INC/CT (CALLABLE) CORPORATE NOTES DTD 02/05/2015 2.650% 02/05/2025	74005PBN3	325,000.00	0.00	4,306.25	4,306.25			



**Managed Account Security Transactions & Interest**

For the Month Ending **February 29, 2024**

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									
<b>INTEREST</b>										
02/06/24	02/06/24	STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026	857477BR3	225,000.00	0.00	1,964.25	1,964.25			
02/07/24	02/07/24	NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	340,000.00	0.00	3,187.50	3,187.50			
02/10/24	02/10/24	PACCAR FINANCIAL CORP CORPORATE NOTES DTD 08/10/2023 5.050% 08/10/2026	69371RS56	325,000.00	0.00	8,206.25	8,206.25			
02/11/24	02/11/24	BMW US CAPITAL LLC CORPORATE NOTES DTD 08/11/2023 5.300% 08/11/2025	05565ECC7	525,000.00	0.00	13,912.50	13,912.50			
02/12/24	02/12/24	BMW US CAPITAL LLC CORPORATE NOTES DTD 08/12/2021 0.750% 08/12/2024	05565EBU8	205,000.00	0.00	768.75	768.75			
02/13/24	02/13/24	PEPSICO INC CORP NOTES (CALLABLE) DTD 02/15/2023 4.550% 02/13/2026	713448FQ6	795,000.00	0.00	18,086.25	18,086.25			
02/15/24	02/15/24	FORDO 2023-A A3 DTD 03/31/2023 4.650% 02/15/2028	344928AD8	275,000.00	0.00	1,065.63	1,065.63			
02/15/24	02/15/24	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	183,647.15	0.00	117.84	117.84			
02/15/24	02/15/24	FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	560,000.00	0.00	2,580.67	2,580.67			
02/15/24	02/15/24	HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	410,421.35	0.00	1,046.57	1,046.57			
02/15/24	02/15/24	AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028	02582JJZ4	300,000.00	0.00	1,217.50	1,217.50			
02/15/24	02/15/24	KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7	670,000.00	0.00	2,283.58	2,283.58			
02/15/24	02/15/24	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	363,716.82	0.00	1,057.81	1,057.81			
02/15/24	02/15/24	COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/15/2026	14041NFY2	500,000.00	0.00	433.33	433.33			



**Managed Account Security Transactions & Interest**

For the Month Ending **February 29, 2024**

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									
<b>INTEREST</b>										
02/15/24	02/15/24	DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027	254683CS2	570,000.00	0.00	1,577.00	1,577.00			
02/15/24	02/15/24	ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	945,000.00	0.00	3,748.50	3,748.50			
02/15/24	02/15/24	TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	225,000.00	0.00	705.00	705.00			
02/15/24	02/15/24	KCOT 2023-1A A3 DTD 03/31/2023 5.020% 06/15/2027	50117KAC4	365,000.00	0.00	1,526.92	1,526.92			
02/15/24	02/15/24	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	81,026.92	0.00	35.11	35.11			
02/15/24	02/15/24	HART 2023-B A3 DTD 07/19/2023 5.480% 04/17/2028	44933XAD9	170,000.00	0.00	776.33	776.33			
02/15/24	02/15/24	MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	865,000.00	0.00	3,755.54	3,755.54			
02/15/24	02/15/24	AMXCA 2022-4 A DTD 11/03/2022 4.950% 10/15/2027	02582JJX9	270,000.00	0.00	1,113.75	1,113.75			
02/15/24	02/15/24	NAROT 2023-A A3 DTD 04/26/2023 4.910% 11/15/2027	65480WAD3	500,000.00	0.00	2,045.83	2,045.83			
02/15/24	02/15/24	COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	500,000.00	0.00	1,166.67	1,166.67			
02/15/24	02/15/24	BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028	05522RDG0	270,000.00	0.00	1,077.75	1,077.75			
02/15/24	02/15/24	HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	251,046.18	0.00	464.44	464.44			
02/15/24	02/15/24	TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	279,590.61	0.00	682.67	682.67			
02/15/24	02/15/24	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			
02/15/24	02/15/24	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	214,418.01	0.00	144.73	144.73			
02/15/24	02/15/24	HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3	720,000.00	0.00	3,234.00	3,234.00			
02/15/24	02/15/24	KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	207,635.25	0.00	96.90	96.90			



**Managed Account Security Transactions & Interest**

For the Month Ending **February 29, 2024**

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									
<b>INTEREST</b>										
02/15/24	02/15/24	ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	467,554.47	0.00	1,289.67	1,289.67			
02/15/24	02/15/24	FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	177,900.23	0.00	191.24	191.24			
02/15/24	02/15/24	CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2027	161571HV9	715,000.00	0.00	1,370.42	1,370.42			
02/15/24	02/15/24	NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	495,000.00	0.00	1,839.75	1,839.75			
02/15/24	02/15/24	KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	505,000.00	0.00	1,123.63	1,123.63			
02/15/24	02/15/24	US TREASURY NOTES DTD 02/15/2023 4.000% 02/15/2026	91282CGL9	2,700,000.00	0.00	54,000.00	54,000.00			
02/15/24	02/15/24	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			
02/15/24	02/15/24	CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	670,000.00	0.00	2,981.50	2,981.50			
02/15/24	02/15/24	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			
02/15/24	02/15/24	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			
02/15/24	02/15/24	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	133,838.67	0.00	82.53	82.53			
02/15/24	02/15/24	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	48,896.28	0.00	15.48	15.48			
02/15/24	02/15/24	DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	265,000.00	0.00	128.08	128.08			
02/15/24	02/15/24	AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027	02582JJT8	815,000.00	0.00	2,302.38	2,302.38			
02/15/24	02/15/24	COMET 2022-A2 A DTD 06/14/2022 3.490% 05/15/2027	14041NGA3	740,000.00	0.00	2,152.17	2,152.17			
02/15/24	02/15/24	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	241,582.16	0.00	110.73	110.73			
02/15/24	02/15/24	US TREASURY NOTES DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	5,500,000.00	0.00	120,312.50	120,312.50			



**Managed Account Security Transactions & Interest**

For the Month Ending **February 29, 2024**

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									
<b>INTEREST</b>										
02/15/24	02/15/24	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			
02/15/24	02/15/24	CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	865,000.00	0.00	3,719.50	3,719.50			
02/15/24	02/15/24	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			
02/15/24	02/15/24	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			
02/15/24	02/15/24	FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028	344930AD4	310,000.00	0.00	1,351.08	1,351.08			
02/15/24	02/15/24	KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	90,997.17	0.00	47.02	47.02			
02/15/24	02/15/24	CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	565,000.00	0.00	1,869.21	1,869.21			
02/16/24	02/16/24	GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	340,000.00	0.00	1,031.33	1,031.33			
02/16/24	02/16/24	GMCAR 2023-3 A3 DTD 07/19/2023 5.450% 06/16/2028	36267KAD9	165,000.00	0.00	749.38	749.38			
02/16/24	02/16/24	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			
02/16/24	02/16/24	GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	245,000.00	0.00	632.92	632.92			
02/16/24	02/16/24	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	168,640.15	0.00	177.07	177.07			
02/16/24	02/16/24	GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	118,139.00	0.00	66.95	66.95			
02/18/24	02/18/24	MORGAN STANLEY CORP NOTES (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026	61747YEM3	585,000.00	0.00	7,692.75	7,692.75			
02/18/24	02/18/24	BANK OF AMERICA NA CORPORATE NOTES DTD 08/18/2023 5.526% 08/18/2026	06428CAA2	550,000.00	0.00	15,196.50	15,196.50			
02/20/24	02/20/24	VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	150,538.14	0.00	431.54	431.54			



**Managed Account Security Transactions & Interest**

For the Month Ending **February 29, 2024**

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									
<b>INTEREST</b>										
02/21/24	02/21/24	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	174,039.05	0.00	127.63	127.63			
02/22/24	02/22/24	COOPERAT RABOBANK UA/NY CORPORATE NOTES DTD 08/22/2022 3.875% 08/22/2024	21688AAU6	465,000.00	0.00	9,009.38	9,009.38			
02/25/24	02/25/24	BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028	05592XAD2	185,000.00	0.00	843.29	843.29			
02/25/24	02/25/24	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	269,775.65	0.00	721.65	721.65			
<b>Transaction Type Sub-Total</b>				<b>43,666,494.26</b>	<b>0.00</b>	<b>374,219.07</b>	<b>374,219.07</b>			

<b>MATURITY</b>										
02/16/24	02/16/24	JPMORGAN CHASE & CO CORP NOTES (CALLED,O DTD 02/16/2021 0.563% 02/16/2024	46647PBY1	295,000.00	295,000.00	830.43	295,830.43	0.00	0.00	
<b>Transaction Type Sub-Total</b>				<b>295,000.00</b>	<b>295,000.00</b>	<b>830.43</b>	<b>295,830.43</b>	<b>0.00</b>	<b>0.00</b>	

<b>PAYDOWNS</b>										
02/01/24	02/25/24	FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	9,484.30	9,484.30	0.00	9,484.30	285.27	0.00	
02/01/24	02/25/24	FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	409.92	409.92	0.00	409.92	13.88	0.00	
02/01/24	02/25/24	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	4,047.11	4,047.11	0.00	4,047.11	(265.59)	0.00	
02/01/24	02/25/24	FNA 2016-M12 A2 DTD 11/30/2016 2.444% 09/01/2026	3136AUKX8	1,153.05	1,153.05	0.00	1,153.05	70.13	0.00	
02/01/24	02/25/24	FHMS KJ28 A2 DTD 02/27/2020 2.308% 10/01/2027	3137FREE7	8,913.70	8,913.70	0.00	8,913.70	557.45	0.00	
02/01/24	02/25/24	FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	939.37	939.37	0.00	939.37	44.29	0.00	
02/15/24	02/15/24	KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	18,753.95	18,753.95	0.00	18,753.95	0.71	0.00	





## Managed Account Security Transactions & Interest

For the Month Ending February 29, 2024

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									
<b>PAYDOWNS</b>										
02/15/24	02/15/24	FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	13,070.81	13,070.81	0.00	13,070.81	1.55	0.00	
02/15/24	02/15/24	HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	23,136.89	23,136.89	0.00	23,136.89	3.85	0.00	
02/15/24	02/15/24	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	18,024.98	18,024.98	0.00	18,024.98	2.97	0.00	
02/15/24	02/15/24	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	11,301.92	11,301.92	0.00	11,301.92	2.52	0.00	
02/15/24	02/15/24	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	20,396.83	20,396.83	0.00	20,396.83	3.10	0.00	
02/15/24	02/15/24	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	9,044.36	9,044.36	0.00	9,044.36	1.95	0.00	
02/15/24	02/15/24	HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	15,609.74	15,609.74	0.00	15,609.74	0.60	0.00	
02/15/24	02/15/24	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	15,736.52	15,736.52	0.00	15,736.52	2.14	0.00	
02/15/24	02/15/24	ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	30,334.16	30,334.16	0.00	30,334.16	5.87	0.00	
02/15/24	02/15/24	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	8,857.76	8,857.76	0.00	8,857.76	0.93	0.00	
02/15/24	02/15/24	KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	11,975.64	11,975.64	0.00	11,975.64	2.45	0.00	
02/15/24	02/15/24	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	12,908.19	12,908.19	0.00	12,908.19	0.24	0.00	
02/15/24	02/15/24	TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	16,800.36	16,800.36	0.00	16,800.36	0.39	0.00	
02/16/24	02/16/24	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	10,531.79	10,531.79	0.00	10,531.79	0.92	0.00	
02/16/24	02/16/24	GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	7,933.03	7,933.03	0.00	7,933.03	0.20	0.00	
02/16/24	02/16/24	GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	8,993.93	8,993.93	0.00	8,993.93	1.88	0.00	
02/20/24	02/20/24	VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	20,230.09	20,230.09	0.00	20,230.09	1.61	0.00	



**Managed Account Security Transactions & Interest**

For the Month Ending **February 29, 2024**

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									
<b>PAYDOWNS</b>										
02/21/24	02/21/24	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	13,964.81	13,964.81	0.00	13,964.81	2.94	0.00	
02/25/24	02/25/24	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	18,427.68	18,427.68	0.00	18,427.68	0.96	0.00	
<b>Transaction Type Sub-Total</b>				<b>330,980.89</b>	<b>330,980.89</b>	<b>0.00</b>	<b>330,980.89</b>	<b>743.21</b>	<b>0.00</b>	
<b>SELL</b>										
02/01/24	02/05/24	CREDIT AGRICOLE CIB NY CERT DEPOS DTD 08/19/2022 4.100% 08/16/2024	22536AZR8	800,000.00	794,517.80	15,762.22	810,280.02	(5,482.20)	(5,482.20)	FIFO
02/02/24	02/06/24	PACCAR FINANCIAL CORP CORPORATE NOTES DTD 04/07/2022 2.850% 04/07/2025	69371RR73	500,000.00	488,660.00	4,710.42	493,370.42	(11,210.00)	(11,289.47)	FIFO
02/02/24	02/06/24	EXXON MOBIL CORP CORPORATE NT (CALLABLE) DTD 03/06/2015 2.709% 03/06/2025	30231GAF9	225,000.00	220,065.75	2,539.69	222,605.44	(18,866.25)	(8,078.52)	FIFO
02/02/24	02/06/24	BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	225,000.00	216,159.75	1,020.00	217,179.75	(14,177.25)	(10,332.00)	FIFO
02/02/24	02/06/24	COLGATE-PALMOLIVE CO CORPORATE NOTES DTD 08/09/2022 3.100% 08/15/2025	194162AM5	115,000.00	112,436.65	1,693.38	114,130.03	(2,457.55)	(2,509.97)	FIFO
02/02/24	02/06/24	UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024	904764BN6	175,000.00	170,730.00	529.49	171,259.49	(4,270.00)	(4,270.00)	FIFO
02/02/24	02/06/24	BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	250,000.00	240,177.50	1,133.33	241,310.83	(3,800.00)	(7,476.00)	FIFO
02/02/24	02/06/24	UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024	904764BN6	100,000.00	97,560.00	302.57	97,862.57	961.00	(1,729.57)	FIFO
02/02/24	02/06/24	COLGATE-PALMOLIVE CO CORPORATE NOTES DTD 03/01/2023 4.800% 03/02/2026	194162AQ6	230,000.00	231,619.20	4,722.67	236,341.87	1,886.00	1,802.82	FIFO



**Managed Account Security Transactions & Interest**

For the Month Ending **February 29, 2024**

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									
<b>SELL</b>										
02/05/24	02/08/24	INTEL CORP NOTES (CALLABLE) DTD 07/29/2015 3.700% 07/29/2025	458140AS9	320,000.00	314,054.40	296.00	314,350.40	1,292.80	(1,669.45)	FIFO
02/07/24	02/09/24	US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	325,000.00	316,087.89	945.70	317,033.59	(20,972.66)	(11,709.17)	FIFO
02/07/24	02/09/24	JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/07/2022 2.125% 03/07/2025	24422EWB1	60,000.00	58,243.20	538.33	58,781.53	(1,731.00)	(1,747.57)	FIFO
02/07/24	02/09/24	JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/07/2022 2.125% 03/07/2025	24422EWB1	175,000.00	169,876.00	1,570.14	171,446.14	(5,474.00)	(5,249.18)	FIFO
02/08/24	02/09/24	US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	800,000.00	778,000.00	2,327.87	780,327.87	(51,093.75)	(28,800.84)	FIFO
02/08/24	02/09/24	US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	675,000.00	656,437.50	1,964.14	658,401.64	(43,611.32)	(24,371.78)	FIFO
02/13/24	02/20/24	COMCAST CORP CORPORATE NOTES DTD 11/07/2022 5.250% 11/07/2025	20030NDZ1	145,000.00	145,727.90	2,178.02	147,905.92	767.05	750.26	FIFO
02/13/24	02/20/24	COMCAST CORP CORPORATE NOTES DTD 11/07/2022 5.250% 11/07/2025	20030NDZ1	230,000.00	231,154.60	3,454.79	234,609.39	1,759.50	1,500.10	FIFO
02/14/24	02/20/24	HONEYWELL INTL CORP NOTES (CALLABLE) DTD 05/18/2020 1.350% 06/01/2025	438516CB0	350,000.00	334,666.50	1,036.88	335,703.38	(5,992.00)	(11,664.47)	FIFO
02/21/24	02/26/24	WALMART INC CORPORATE NOTES DTD 09/09/2022 3.900% 09/09/2025	931142EW9	300,000.00	295,608.00	5,427.50	301,035.50	(4,182.00)	(4,284.51)	FIFO
02/21/24	02/26/24	HSBC USA INC CORPORATE NOTES DTD 05/24/2022 3.750% 05/24/2024	40428HTA0	800,000.00	796,560.00	7,666.67	804,226.67	(3,408.00)	(3,436.15)	FIFO
<b>Transaction Type Sub-Total</b>				<b>6,800,000.00</b>	<b>6,668,342.64</b>	<b>59,819.81</b>	<b>6,728,162.45</b>	<b>(190,061.63)</b>	<b>(140,047.67)</b>	
<b>Managed Account Sub-Total</b>					<b>(324,234.26)</b>	<b>424,282.08</b>	<b>100,047.82</b>	<b>(189,318.42)</b>	<b>(140,047.67)</b>	
<b>Total Security Transactions</b>					<b>(\$324,234.26)</b>	<b>\$424,282.08</b>	<b>\$100,047.82</b>	<b>(\$189,318.42)</b>	<b>(\$140,047.67)</b>	



**Account Statement**

For the Month Ending **February 29, 2024**

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>					<b>31,071.05</b>
02/01/24	02/01/24	Purchase - Interest 06051GFS3	1.00	9,203.13	40,274.18
02/05/24	02/05/24	Purchase - Interest 58769JAK3	1.00	11,700.00	51,974.18
02/05/24	02/05/24	Purchase - Interest 74005PBN3	1.00	4,306.25	56,280.43
02/05/24	02/05/24	Purchase - Interest 857477CD3	1.00	7,908.00	64,188.43
02/05/24	02/05/24	Purchase - Interest 22536AZR8	1.00	15,762.22	79,950.65
02/05/24	02/05/24	Purchase - Principal 22536AZR8	1.00	794,517.80	874,468.45
02/05/24	02/05/24	Redemption - Principal 22536DWD6	1.00	(825,000.00)	49,468.45
02/06/24	02/06/24	Purchase - Interest 857477BR3	1.00	1,964.25	51,432.70
02/06/24	02/06/24	Purchase - Interest 06406RAN7	1.00	2,153.33	53,586.03
02/06/24	02/06/24	Purchase - Principal 06406RAN7	1.00	456,337.25	509,923.28
02/06/24	02/06/24	Purchase - Interest 194162AM5	1.00	1,693.38	511,616.66
02/06/24	02/06/24	Purchase - Principal 194162AM5	1.00	112,436.65	624,053.31
02/06/24	02/06/24	Purchase - Interest 194162AQ6	1.00	4,722.67	628,775.98
02/06/24	02/06/24	Purchase - Principal 194162AQ6	1.00	231,619.20	860,395.18
02/06/24	02/06/24	Purchase - Interest 30231GAF9	1.00	2,539.69	862,934.87
02/06/24	02/06/24	Purchase - Principal 30231GAF9	1.00	220,065.75	1,083,000.62
02/06/24	02/06/24	Purchase - Interest 69371RR73	1.00	4,710.42	1,087,711.04
02/06/24	02/06/24	Purchase - Principal 69371RR73	1.00	488,660.00	1,576,371.04
02/06/24	02/06/24	Purchase - Interest 904764BN6	1.00	832.06	1,577,203.10
02/06/24	02/06/24	Purchase - Principal 904764BN6	1.00	268,290.00	1,845,493.10
02/06/24	02/06/24	Redemption - Interest 91282CJT9	1.00	(3,928.57)	1,841,564.53



**Account Statement**

For the Month Ending **February 29, 2024**

**City of Antioch - Investment Portfolio - 6090-002**

<b>Trade Date</b>	<b>Settlement Date</b>	<b>Transaction Description</b>	<b>Share or Unit Price</b>	<b>Dollar Amount of Transaction</b>	<b>Total Shares Owned</b>
<b>CAMP Pool</b>					
02/06/24	02/06/24	Redemption - Principal 91282CJT9	1.00	(1,617,446.29)	224,118.24
02/07/24	02/07/24	Purchase - Interest 63743HFC1	1.00	3,187.50	227,305.74
02/08/24	02/08/24	Purchase - Principal 458140AS9	1.00	314,054.40	541,360.14
02/08/24	02/08/24	Purchase - Interest 458140AS9	1.00	296.00	541,656.14
02/08/24	02/08/24	Redemption - Principal 882508CE2	1.00	(484,689.60)	56,966.54
02/09/24	02/09/24	Purchase - Principal 24422EWB1	1.00	228,119.20	285,085.74
02/09/24	02/09/24	Purchase - Interest 24422EWB1	1.00	2,108.47	287,194.21
02/09/24	02/09/24	Purchase - Principal 912828YV6	1.00	316,087.89	603,282.10
02/09/24	02/09/24	Purchase - Interest 912828YV6	1.00	4,292.01	607,574.11
02/09/24	02/09/24	Purchase - Interest 912828YV6	1.00	945.70	608,519.81
02/09/24	02/09/24	Purchase - Principal 912828YV6	1.00	1,434,437.50	2,042,957.31
02/09/24	02/09/24	Redemption - Principal 91282CJT9	1.00	(1,415,704.10)	627,253.21
02/09/24	02/09/24	Redemption - Interest 91282CJT9	1.00	(3,914.84)	623,338.37
02/09/24	02/09/24	Redemption - Principal 532457CJ5	1.00	(554,705.85)	68,632.52
02/12/24	02/12/24	Purchase - Interest 05565EBU8	1.00	768.75	69,401.27
02/12/24	02/12/24	Purchase - Interest 05565ECC7	1.00	13,912.50	83,313.77
02/12/24	02/12/24	Purchase - Interest 69371RS56	1.00	8,206.25	91,520.02
02/13/24	02/13/24	Purchase - Interest 713448FQ6	1.00	18,086.25	109,606.27
02/15/24	02/15/24	Purchase - Interest 91282CGL9	1.00	54,000.00	163,606.27
02/15/24	02/15/24	Purchase - Interest 91282CHU8	1.00	120,312.50	283,918.77
02/15/24	02/15/24	Purchase - Interest 02008JAC0	1.00	1,289.67	285,208.44
02/15/24	02/15/24	Purchase - Interest 02008MAC3	1.00	3,748.50	288,956.94



**Account Statement**

For the Month Ending **February 29, 2024**

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>					
02/15/24	02/15/24	Purchase - Interest 02582JJT8	1.00	2,302.38	291,259.32
02/15/24	02/15/24	Purchase - Interest 02582JJX9	1.00	1,113.75	292,373.07
02/15/24	02/15/24	Purchase - Interest 02582JJZ4	1.00	1,217.50	293,590.57
02/15/24	02/15/24	Purchase - Interest 05522RDG0	1.00	1,077.75	294,668.32
02/15/24	02/15/24	Purchase - Interest 14041NFY2	1.00	433.33	295,101.65
02/15/24	02/15/24	Purchase - Interest 14041NFZ9	1.00	1,166.67	296,268.32
02/15/24	02/15/24	Purchase - Interest 14041NGA3	1.00	2,152.17	298,420.49
02/15/24	02/15/24	Purchase - Interest 14044CAC6	1.00	117.84	298,538.33
02/15/24	02/15/24	Purchase - Interest 14314QAC8	1.00	35.11	298,573.44
02/15/24	02/15/24	Purchase - Interest 14317DAC4	1.00	110.73	298,684.17
02/15/24	02/15/24	Purchase - Interest 14317HAC5	1.00	1,057.81	299,741.98
02/15/24	02/15/24	Purchase - Interest 14318MAD1	1.00	1,869.21	301,611.19
02/15/24	02/15/24	Purchase - Interest 14318UAD3	1.00	2,981.50	304,592.69
02/15/24	02/15/24	Purchase - Interest 161571HT4	1.00	3,719.50	308,312.19
02/15/24	02/15/24	Purchase - Interest 161571HV9	1.00	1,370.42	309,682.61
02/15/24	02/15/24	Purchase - Interest 254683CP8	1.00	128.08	309,810.69
02/15/24	02/15/24	Purchase - Interest 254683CS2	1.00	1,577.00	311,387.69
02/15/24	02/15/24	Purchase - Interest 254683CW3	1.00	1,972.83	313,360.52
02/15/24	02/15/24	Purchase - Interest 254683CY9	1.00	2,406.42	315,766.94
02/15/24	02/15/24	Purchase - Interest 31680EAD3	1.00	2,580.67	318,347.61
02/15/24	02/15/24	Purchase - Interest 344928AD8	1.00	1,065.63	319,413.24
02/15/24	02/15/24	Purchase - Interest 344930AD4	1.00	1,351.08	320,764.32



**Account Statement**

For the Month Ending **February 29, 2024**

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>					
02/15/24	02/15/24	Purchase - Interest 345286AC2	1.00	191.24	320,955.56
02/15/24	02/15/24	Purchase - Interest 41284YAD8	1.00	1,046.57	322,002.13
02/15/24	02/15/24	Purchase - Interest 41285JAD0	1.00	1,515.00	323,517.13
02/15/24	02/15/24	Purchase - Interest 437927AC0	1.00	1,437.92	324,955.05
02/15/24	02/15/24	Purchase - Interest 448977AD0	1.00	464.44	325,419.49
02/15/24	02/15/24	Purchase - Interest 44933DAD3	1.00	3,234.00	328,653.49
02/15/24	02/15/24	Purchase - Interest 44933LAC7	1.00	15.48	328,668.97
02/15/24	02/15/24	Purchase - Interest 44933XAD9	1.00	776.33	329,445.30
02/15/24	02/15/24	Purchase - Interest 44935FAD6	1.00	82.53	329,527.83
02/15/24	02/15/24	Purchase - Interest 50117EAC8	1.00	1,123.63	330,651.46
02/15/24	02/15/24	Purchase - Interest 50117JAC7	1.00	2,283.58	332,935.04
02/15/24	02/15/24	Purchase - Interest 50117KAC4	1.00	1,526.92	334,461.96
02/15/24	02/15/24	Purchase - Interest 50117TAC5	1.00	47.02	334,508.98
02/15/24	02/15/24	Purchase - Interest 50117XAE2	1.00	96.90	334,605.88
02/15/24	02/15/24	Purchase - Interest 58768PAC8	1.00	3,755.54	338,361.42
02/15/24	02/15/24	Purchase - Interest 65480JAC4	1.00	1,839.75	340,201.17
02/15/24	02/15/24	Purchase - Interest 65480WAD3	1.00	2,045.83	342,247.00
02/15/24	02/15/24	Purchase - Interest 891940AC2	1.00	1,311.83	343,558.83
02/15/24	02/15/24	Purchase - Interest 891941AD8	1.00	1,648.50	345,207.33
02/15/24	02/15/24	Purchase - Interest 89231CAD9	1.00	705.00	345,912.33
02/15/24	02/15/24	Purchase - Interest 89238FAD5	1.00	682.67	346,595.00
02/15/24	02/15/24	Purchase - Interest 89239HAD0	1.00	1,060.00	347,655.00



**Account Statement**

For the Month Ending **February 29, 2024**

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>					
02/15/24	02/15/24	Purchase - Interest 98163KAC6	1.00	144.73	347,799.73
02/15/24	02/15/24	Purchase - Principal 14314QAC8	1.00	9,044.36	356,844.09
02/15/24	02/15/24	Purchase - Principal 14317HAC5	1.00	20,396.83	377,240.92
02/15/24	02/15/24	Purchase - Principal 02008JAC0	1.00	30,334.16	407,575.08
02/15/24	02/15/24	Purchase - Principal 14044CAC6	1.00	12,908.19	420,483.27
02/15/24	02/15/24	Purchase - Principal 14317DAC4	1.00	18,024.98	438,508.25
02/15/24	02/15/24	Purchase - Principal 345286AC2	1.00	13,070.81	451,579.06
02/15/24	02/15/24	Purchase - Principal 41284YAD8	1.00	23,136.89	474,715.95
02/15/24	02/15/24	Purchase - Principal 448977AD0	1.00	15,609.74	490,325.69
02/15/24	02/15/24	Purchase - Principal 44935FAD6	1.00	11,301.92	501,627.61
02/15/24	02/15/24	Purchase - Principal 50117XAE2	1.00	18,753.95	520,381.56
02/15/24	02/15/24	Purchase - Principal 50117TAC5	1.00	11,975.64	532,357.20
02/15/24	02/15/24	Purchase - Principal 44933LAC7	1.00	8,857.76	541,214.96
02/15/24	02/15/24	Purchase - Principal 98163KAC6	1.00	15,736.52	556,951.48
02/15/24	02/15/24	Purchase - Principal 89238FAD5	1.00	16,800.36	573,751.84
02/16/24	02/16/24	Purchase - Interest 36265WAD5	1.00	1,031.33	574,783.17
02/16/24	02/16/24	Purchase - Interest 36267KAD9	1.00	749.38	575,532.55
02/16/24	02/16/24	Purchase - Interest 380146AC4	1.00	177.07	575,709.62
02/16/24	02/16/24	Purchase - Interest 362585AC5	1.00	632.92	576,342.54
02/16/24	02/16/24	Purchase - Interest 362554AC1	1.00	66.95	576,409.49
02/16/24	02/16/24	Purchase - Interest 362583AD8	1.00	1,098.88	577,508.37
02/16/24	02/16/24	Purchase - Principal 46647PBY1	1.00	295,830.43	873,338.80





**Account Statement**

For the Month Ending **February 29, 2024**

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>					
02/16/24	02/16/24	Purchase - Principal 380146AC4	1.00	10,531.79	883,870.59
02/16/24	02/16/24	Purchase - Principal 362554AC1	1.00	7,933.03	891,803.62
02/16/24	02/16/24	Purchase - Principal 362585AC5	1.00	8,993.93	900,797.55
02/20/24	02/20/24	Purchase - Interest 06428CAA2	1.00	15,196.50	915,994.05
02/20/24	02/20/24	Purchase - Interest 61747YEM3	1.00	7,692.75	923,686.80
02/20/24	02/20/24	Purchase - Interest 92868AAC9	1.00	431.54	924,118.34
02/20/24	02/20/24	Purchase - Interest 20030NDZ1	1.00	5,632.81	929,751.15
02/20/24	02/20/24	Purchase - Principal 20030NDZ1	1.00	376,882.50	1,306,633.65
02/20/24	02/20/24	Purchase - Interest 438516CB0	1.00	1,036.88	1,307,670.53
02/20/24	02/20/24	Purchase - Principal 438516CB0	1.00	334,666.50	1,642,337.03
02/20/24	02/20/24	Purchase - Principal 92868AAC9	1.00	20,230.09	1,662,567.12
02/20/24	02/20/24	Redemption - Principal 91282CJV4	1.00	(1,167,748.05)	494,819.07
02/20/24	02/20/24	Redemption - Interest 91282CJV4	1.00	(2,743.82)	492,075.25
02/21/24	02/21/24	Purchase - Interest 43815GAC3	1.00	127.63	492,202.88
02/21/24	02/21/24	Purchase - Principal 43815GAC3	1.00	13,964.81	506,167.69
02/22/24	02/22/24	Purchase - Interest 21688AAU6	1.00	9,009.38	515,177.07
02/22/24	02/22/24	Redemption - Principal 110122EE4	1.00	(159,827.20)	355,349.87
02/22/24	02/22/24	Redemption - Principal 446144AE7	1.00	(319,988.10)	35,361.77
02/26/24	02/26/24	Purchase - Interest 3137FREE7	1.00	1,101.18	36,462.95
02/26/24	02/26/24	Purchase - Interest 3137FETM2	1.00	1,310.48	37,773.43
02/26/24	02/26/24	Purchase - Interest 3137F1G44	1.00	1,553.94	39,327.37
02/26/24	02/26/24	Purchase - Interest 3137BVZ82	1.00	1,429.17	40,756.54



**Account Statement**

For the Month Ending **February 29, 2024**

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>					
02/26/24	02/26/24	Purchase - Interest 3137BUX60	1.00	1,422.08	42,178.62
02/26/24	02/26/24	Purchase - Interest 3137BTUM1	1.00	1,389.89	43,568.51
02/26/24	02/26/24	Purchase - Interest 3137BSP72	1.00	1,890.26	45,458.77
02/26/24	02/26/24	Purchase - Interest 3137BRQJ7	1.00	2,462.92	47,921.69
02/26/24	02/26/24	Purchase - Interest 3137BNGT5	1.00	2,573.44	50,495.13
02/26/24	02/26/24	Purchase - Interest 3137BN6G4	1.00	1,372.71	51,867.84
02/26/24	02/26/24	Purchase - Interest 3136AUKX8	1.00	1,309.70	53,177.54
02/26/24	02/26/24	Purchase - Interest 3136ARTE8	1.00	673.81	53,851.35
02/26/24	02/26/24	Purchase - Interest 05602RAD3	1.00	721.65	54,573.00
02/26/24	02/26/24	Purchase - Interest 05592XAD2	1.00	843.29	55,416.29
02/26/24	02/26/24	Purchase - Interest 3140J9DU2	1.00	513.88	55,930.17
02/26/24	02/26/24	Purchase - Interest 40428HTA0	1.00	7,666.67	63,596.84
02/26/24	02/26/24	Purchase - Principal 40428HTA0	1.00	796,560.00	860,156.84
02/26/24	02/26/24	Purchase - Principal 931142EW9	1.00	295,608.00	1,155,764.84
02/26/24	02/26/24	Purchase - Interest 931142EW9	1.00	5,427.50	1,161,192.34
02/26/24	02/26/24	Purchase - Principal 3137FREE7	1.00	8,913.70	1,170,106.04
02/26/24	02/26/24	Purchase - Principal 3137BTUM1	1.00	939.37	1,171,045.41
02/26/24	02/26/24	Purchase - Principal 3137FETM2	1.00	9,484.30	1,180,529.71
02/26/24	02/26/24	Purchase - Principal 05602RAD3	1.00	18,427.68	1,198,957.39
02/26/24	02/26/24	Purchase - Principal 3140J9DU2	1.00	4,047.11	1,203,004.50
02/26/24	02/26/24	Purchase - Principal 3136AUKX8	1.00	1,153.05	1,204,157.55
02/26/24	02/26/24	Purchase - Principal 3136ARTE8	1.00	409.92	1,204,567.47



**Account Statement**

For the Month Ending **February 29, 2024**

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>					
02/26/24	02/26/24	Redemption - Principal 04636NAK9	1.00	(404,319.60)	800,247.87
02/26/24	02/26/24	Redemption - Principal 17275RBQ4	1.00	(669,129.00)	131,118.87
02/26/24	02/26/24	IP Fees January 2024	1.00	(7,955.32)	123,163.55
02/26/24	02/26/24	U.S. Bank Fees December 2023	1.00	(455.34)	122,708.21
02/29/24	03/01/24	Accrual Income Div Reinvestment - Distributions	1.00	1,058.38	123,766.59

**Closing Balance** **123,766.59**

	Month of February	Fiscal YTD July-February		
<b>Opening Balance</b>	31,071.05	0.00	<b>Closing Balance</b>	123,766.59
<b>Purchases</b>	7,730,251.22	27,894,769.43	<b>Average Monthly Balance</b>	242,900.31
<b>Redemptions (Excl. Checks)</b>	(7,637,555.68)	(27,771,002.84)	<b>Monthly Distribution Yield</b>	5.50%
<b>Check Disbursements</b>	0.00	0.00		
<b>Closing Balance</b>	<b>123,766.59</b>	<b>123,766.59</b>		
<b>Cash Dividends and Income</b>	1,058.38	5,339.51		

CITY OF  
**ANTIOCH**  
CALIFORNIA

AS HOUSING SUCCESSOR TO  
THE ANTIOCH DEVELOPMENT AGENCY  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
APRIL 12, 2024 - MAY 2, 2024  
FUND/CHECK#


<b>227</b>	<b>Housing Fund</b>		
<b>Housing</b>			
00412635	HABITAT FOR HUMANITY EAST BAY	HOUSING SERVICES	33,066.58


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of May 14, 2024

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

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

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

**SUBJECT:** First Amendment to the Consulting Services Agreement with The KPA Group for Citywide Space Planning and Architectural Consultation Services; PW 700-4

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the first amendment to the Consulting Services Agreement with The KPA Group for Citywide Space Planning and Architectural Consultation Services, which increases the contract by \$267,165 for a total contract amount of \$317,165; and
2. Authorizing the Acting City Manager to execute the amendment to the agreement (Exhibit "1" to the Resolution) in a form approved by the City Attorney.

**FISCAL IMPACT**

Adoption of this resolution will increase The KPA Group's contract in an amount not to exceed \$267,165 for a total contract amount of \$317,165. There is adequate funding for this project in the FY 2023/24 Operating Budget.

**DISCUSSION**

On March 3, 2023, staff solicited qualifications from six consulting firms, builders exchanges and posted on the City's website for Citywide Space Planning and Architectural Consultation Services.

On March 30, 2023, Citywide Space Planning and Architectural Consultation Services qualifications were received from The KPA Group, RIM Architects, AC Martin, HGA, Indigo Hammond & Playle, Interactive Resources, LPAS, Ratcliff and SVA Architects. Based on the content of the qualifications, The KPA Group, Indigo Hammond & Playle and RIM Architects were selected to provide these services.

On December 12, 2023, the City entered into a Consulting Services Agreement with The KPA Group in the amount of \$50,000 to provide citywide space planning and architectural consultation services.

Staff is recommending the City Council amend The KPA Group's agreement to provide citywide space planning and architectural consultation services for the second phase of the City Hall Office Modifications project. These services may include improved workspace layout for increased staff work efficiency, recommendations for new furniture, general revisions to wall and space layout, modifications to electrical panels and capacity upgrades as required for improvements, modifications of HVAC systems improvements for new space layout, replacement of carpet finishes, and replacement of paint finishes.

**ATTACHMENTS**

A: Resolution  
Exhibit 1



ATTACHMENT "A"

RESOLUTION NO. 2024/\*\*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE FIRST AMENDMENT TO THE CONSULTING SERVICES  
AGREEMENT WITH THE KPA GROUP FOR CITYWIDE SPACE PLANNING AND  
ARCHITECTURAL CONSULTATION SERVICES AND AUTHORIZING THE ACTING  
CITY MANAGER TO EXECUTE THE AMENDMENT TO THE AGREEMENT**

**WHEREAS**, on December 12, 2023, The KPA Group ("KPA") entered into a Consulting Services Agreement in the amount of \$50,000 to provide citywide space planning and architectural consultation services;

**WHEREAS**, the City desires the need for services for the second phase of the City Hall Office Modifications project; and

**WHEREAS**, the City Council has considered approving the first amendment to the Consulting Services Agreement and authorizing the Acting City Manager to execute the amendment to the agreement with KPA to provide citywide space planning and architectural consultation services for the second phase of the City Hall Office Modifications project and increase the contract in the amount of \$267,165 for a total contract amount of \$317,165.

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

1. Approves the first amendment to the Consulting Services Agreement with The KPA Group for Citywide Space Planning and Architectural Consultation Services, which increases the contract by \$267,165 for a total contract amount of \$317,165; and
2. Authorizes the Acting City Manager to execute the amendment to the Agreement (Exhibit "1") in a form approved by the City Attorney.

\* \* \* \* \*

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**RESOLUTION NO. 2024/\*\***

May 14, 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 14<sup>th</sup> day of May 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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**EXHIBIT "1"**

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND THE KPA GROUP FOR THE CITYWIDE SPACE  
PLANNING AND ARCHITECTURAL CONSULTATION SERVICES**

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES** is entered into this 14<sup>th</sup> day of May 2024, by and between the CITY OF ANTIOCH, a municipal corporation ("City") and THE KPA GROUP, their address is 6700 Koll Center Parkway, Suite 125, Pleasanton, CA 94566 ("Consultant").

**R E C I T A L S**

**WHEREAS**, on December 12, 2023, The KPA Group entered into an Agreement for Citywide Space Planning and Architectural Consultation Services ("Agreement") in the amount of \$50,000; and

**WHEREAS**, on May 14, 2024, the City Council has considered the first amendment to the Agreement with The KPA Group for Citywide Space Planning and Architectural Consultation Services in the amount of \$267,165 for a total contract amount of \$317,165 and has considered authorizing the Acting City Manager to execute the first amendment.

**NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:**

**1. Section 1 "SERVICES" the first paragraph shall be amended to read as follows:**

"Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, materials, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement and Exhibit A to Amendment No. 1 of the Agreement at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibits, the Agreement shall prevail."

2. Section 2 "COMPENSATION" the first sentence shall be amended to read as follows:

"CITY hereby agrees to pay Consultant a sum not to exceed \$317,165, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

All other terms and conditions of the Agreement shall remain in full force and effect.

CITY OF ANTIOCH:

THE KPA GROUP

By: \_\_\_\_\_  
Kwame P. Reed, Acting City Manager

By: \_\_\_\_\_  
Paul W. Powers, President

ATTEST:

\_\_\_\_\_  
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas Lloyd Smith, City Attorney

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## EXHIBIT "A"



THE KPA GROUP

ENGINEERS.  
ARCHITECTS

January 8, 2024

Scott Buenting, P.E.  
Public Works Director/City Engineer  
City of Antioch  
P.O. Box 5007  
Antioch, CA 94531

Subject: Antioch City Hall – Space Planning and Design Services

Dear Scott,

The City of Antioch is interested in obtaining space planning services and performing interior renovations at City Hall for revised space and building floor layouts at the basement and second floor levels. The purpose of this agreement is to establish a scope of services and compensation for design services required for space planning associated construction documents. KPA met with the City on March 1, 2024 to discuss the project and view City Hall spaces. The Antioch City Hall is located at 200 H Street. A scope of services for construction administration services will be provided to the City upon completion of the bidding phase.

### **Project Understanding**

The Antioch City Hall currently houses the majority of City employees and departments. Recent City Hall remodels include a council chambers remodel, updated furniture and terrazzo flooring installation. The existing City Hall floor layout provides separation of different departments and employees based on work requirements and level of public interaction. Departments located at the basement and second floor levels include Information Systems, Public Works (including Capital Improvements and Engineering Division), and Public Safety and Community Development (including Building, Planning and Code Enforcement division). The basement and second floor levels currently provide an inefficient work layout for multiple departments. The existing working areas as currently designed are not ideal for functionality of the building and staff. The City has previously installed accessible parking, pathway and signage upgrades outside the building. No work is anticipated at the exterior of the building or the site.

At the basement level, the following improvements are required:

- Provide improved space layout for increased staff work efficiency
- Provide recommendations for replacement finishes
- Coordinate with City for lighting needs
- Provide recommendations for new systems furniture
- Remove portions of the raised floor at Information Systems area. Improve path of travel
- Provide improvements to IS Department break area
- Research opportunities for increased natural light and incorporate as feasible into design
- Define phasing plan for basement area spaces during construction
- Small improvements to open Capital Improvements work area
- Replacement of window sills
- Renovations to existing mail and print room spaces for better alignment with current space and use requirements including for new staff break area

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- Removal of existing island at mail room area

At the second story level, the following improvements are required:

- Provide new workspace layout for Community Development staff
- Provide improvements to public-facing service counter
- Provide recommendations for new furniture for second level to be movable
- Potential relocation of lactation room
- General revisions to wall and space layout

Overall modifications to both basement and second level including general building improvements desired include:

- Building electrical panels and capacity upgrades as required for improvements
- Building HVAC systems improvements for new space layout
- Provide new EXIT lighting
- Revisions to fire alarm and fire suppression system as aligned to the new design
- Replacement of carpet finishes
- Replacement of paint finishes
- Replacement of other finishes as appropriate

The City of Antioch desires to perform this project in two phases – an initial space planning phase and a second phase for complete design and construction documents.

### **Scope of Services – Phase 1**

The City of Antioch wishes to obtain an understanding of current spatial requirements for basement and second level City Hall spaces to guide the final design. This document provides a Scope of Services for space planning services toward required improvements.

The Phase 1 scope of services is organized into the following elements:

- Project Management and Coordination
- Field Investigation
- Space Programming
- Concept Formation & Cost Estimating

#### Project Management and Coordination

The KPA Group will manage our architectural and engineering services for the project. We will consult with the City of Antioch, research applicable design criteria, attend project meetings and communicate with members of the project team. Discussions and decisions made throughout the space programming process will be documented.

The KPA Group will meet with the City of Antioch and included department staff to discuss the needs and elements related to space improvements. KPA will coordinate and communicate with Antioch's project design team to align project goals with programming efforts. A schedule for recurring progress meetings will be established at kickoff. KPA anticipates minimal involvement from mechanical, electrical or plumbing consultants during the space programming project phase.

#### Field Investigation

We will visit Antioch City Hall for a closer investigation of existing building spaces, condition of building finishes at basement and second levels, and documentation of existing equipment. Existing finishes conditions will be documented in a field assessment checklist for possible replacement as part of the project design.

We will verify the City-provided floor plan and measure the existing floor plan to develop an accurate base plan. Existing space layout at basement and second levels will be documented conceptually as a basis to begin space programming.

#### Space Programming

KPA will assess needs of spaces for offices, meeting rooms, break areas, storage, restrooms, private work areas, support spaces and other relevant spaces. Floor plans will be utilized to illustrate possible areas of improvement.

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Space Programming will begin with a KPA-conducted orientation meeting to discuss current space deficiencies, possible workspace improvements, future staffing considerations and workspace changes. KPA will produce a worksheet to be completed by staff that describes different types of workspaces and potential deficiencies that exist at each space. The space planning worksheet separates typical administrative office spaces by type and size, and the worksheet allows for separate deficiencies related to spaces to be explained by staff and understood by KPA. Findings from discussion and completed worksheets will present an understanding of space requirements for various positions and employee spaces.

A space program will be developed showing desired space requirements and adjacencies to be incorporated into new floor plan layouts as part of the design. Square footages for overall department space areas will be identified. Defined space needs will be utilized to develop options for possible relocation of departments or employees into different areas within the basement and second levels. Other space planning criteria including ADA requirements, exiting needs, fire and life safety considerations and other building code requirements will be considered and confirmed during this task. Findings from space needs discussions and survey will be reviewed by the City of Antioch with KPA to identify areas of largest deficiencies and any over-utilized areas.

### Concept Formation

Information obtained from Space Programming will be utilized during formation of possible improvements concepts. Concepts will incorporate sizing requirements for various department spaces and identify proposed locations for department personnel. KPA will create up to three concepts for consideration by the City of Antioch including a concept showing minimal revisions to layout, moderate level of revisions and concept illustrating a greater extent of building changes. Differences among concepts will be explained and discussed with the City and staff so that an informed decision may be made to select the preferred concept direction for design. Support spaces, including public areas, conferencing space, lobby areas and other shared spaces will be programmed and incorporated into proposed concepts. Elements from individual proposed concepts may be combined into a final selected concept for further development and design. Elements illustrated in improvements concepts will include:

- Basement level layout modifications
- Second level layout modifications
- Space requirements for City departments
- Space requirements for public spaces
- Sizes for individual spaces including differences among concepts presented
- Code-required ADA improvements
- Options for public service counter and lobby improvements
- Potential for MEP/FP upgrades
- General areas of building rehabilitation

### Cost Estimating

KPA will provide order of magnitude cost estimates that align with the desired space program and each respective concept provided. Cost estimates at this stage will allow the City to compare wants, needs and overall construction costs which may assist in determining final concept direction.

### **Deliverables**

Space Programming – Floor plans of Existing Space Distribution; Department Survey Responses; Existing Space Program; Final Space Program for future needs

Concept Formation – Improvements Concepts, up to three (3); Preferred Concept, one (1)

Cost Estimating –Order of Magnitude construction costs aligned to each concept presented

## Scope of Services – Phase 2

After completion of the space programming phase, design for building improvements will commence. This document provides a Scope of Services for design services required for desired improvements.

The Phase 2 scope of services is organized into the following elements:

- Project Management and Coordination
- Building Verifications
- Schematic Design (30%)
- Design Development (65%)
- Construction Documents (100%)
- Plan Review - Review by City of Antioch
- Bid Support

### Project Management and Coordination

The KPA Group will continue to manage our architectural and engineering services for the project. We will consult with the City of Antioch, research applicable design criteria, attend project meetings and communicate with members of the project team. Discussions and decisions made throughout the design process for City Hall renovations will be documented. The project manager will regularly coordinate the project and scheduling efforts and will lead the quality assurance process.

The KPA Group will meet with Antioch Public Works, Community Development and Information Systems Department staff to continue discussion on needs and elements related to the proposed design and improvements. KPA will coordinate and communicate with Antioch's project design team to align project goals with the approved program. A revised meeting schedule for virtual and in-person meetings will be established.

### Building Verifications

The design team will visit Antioch City Hall to conduct thorough investigations of the existing floor areas related to final proposed improvements. Existing conditions to be improved at the building, finishes, utilities and related equipment will be documented and confirmed against earlier conditions assessments for code and accessibility compliance and anticipated remaining service life. Dimensions will be obtained for use in Schematic Design documents and future project design documents.

### Schematic Design

During the Schematic Design phase, KPA will develop a clearly defined design for City Hall that includes comprehensive scope, final budget and schedule to establish project goals and expectations. This phase will represent 30% design and set the scale and relationships among the multiple components of the project. During this phase our meetings with the City and project staff will provide project updates and further refinement of the project design. Consultation during this phase between KPA, the City of Antioch, included departments and sub-consulting design professionals shall take place. Components of the project schedule will be advanced to reflect design progress.

Schematic Design Phase tasks include:

- Define and incorporate future growth potential and impacts into design
- Further evaluate existing building conditions
- Develop schematic level electrical requirements
- Define City of Antioch design criteria and ordinances for incorporation
- Coordinate project implementation and funding schedule
- Meet with City stakeholders to receive input and comments
- Advance concept design sketch of preferred layout
- Refine project program and space summary
- Conduct preliminary building code and ADA review
- Define required finishes for improvement

- Prepare Schematic Design level drawings:
  - Architectural
  - Mechanical, Electrical and Plumbing Engineering, Fire Protection
- Prepare schematic level cost estimates
- Review Schematic Design documents with the City of Antioch to obtain input and comments
- Incorporate City comments and approval to proceed to DD

### Design Development

For further project advancement and revision after the Schematic Design Phase, the Design Development Phase will commence. This phase will represent 65% design completion whereby systems and material design will be incorporated into the documents. Cross-discipline coordination will be updated to verify appropriate room sizes, spaces and interaction. Building code evaluations will be reviewed and updated. We will meet with the City of Antioch during this phase to provide project status updates and to further define project design. We will meet with stakeholders, explain project progress, details and obtain input.

Design Development Phase tasks include:

- Update existing conditions drawings as defined in the Schematic Design phase
- Meet with the City of Antioch to provide updates and receive input
- Meet with stakeholders regarding phasing and temporary accommodations including facility access and special needs. Incorporate needs into project plans and specifications
- Coordinate phasing/temporary accommodations/facilities/access/special needs and incorporate into project plans, schedules and specifications
- Develop building design for electrical requirements
- Develop building design for mechanical and plumbing requirements
- Coordinate for preliminary fire review
- Confirm and document special project administrative requirements and City of Antioch conditions
- Advance and document Building code review and analysis
- Document requirements for accessibility (ADA)
- Prepare design development level drawings including schedules and details:
  - Architectural
  - Mechanical, Electrical and Plumbing Engineering
  - Fire Protection, Alarm and Life Safety
  - Special systems and IT
- Develop finish and material selections for City of Antioch review
- Coordinate standards for AV equipment
- Confirm spatial and equipment requirements with IS Department
- Prepare outline project specifications for review by Antioch
- Prepare DD level cost estimates
- Conduct Quality Assurance/Quality Control review
- Review Design Development documents with City project team to obtain input and comments
- Incorporate City comments and approval to proceed to CD phase

The deliverables provided at the conclusion of Design Development will be design development-level architectural plans, interior elevations, key interior sections, plumbing, HVAC and electrical plans. The project progress schedule will be further updated. Construction cost information will be updated and issued along with the updated project schedule, key issues, and finalized project program and space summary.

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### Construction Documents

KPA will prepare Construction Documents based upon the approved design that refined and finalized the extent, configuration, location, relationships, systems, materials and dimensions of the work to be done. Documents will contain detailed building floor plans, reflected ceiling plans, elevations, sections, schedules, details and calculations. KPA will produce a construction document set for permitting and bidding. Documentation and drawings will undergo final coordination between consultant disciplines, written specifications and other project requirements.

Construction Document Phase tasks include:

- Complete and document Building code review
- Document final ADA requirements and incorporate to design
- Finalize construction phasing plan
- Finalize design finishes and materials
- Finalize furniture type and layout
- Coordinate IT systems data
- Complete Title 24 calculations
- Complete technical project specifications
- Prepare construction document drawings finalizing design:
  - Architectural
  - Mechanical, Electrical and Plumbing Engineering
  - Fire Protection, Alarm and Life Safety
  - Special systems and IT
- Update final cost estimates with defined quantities and pay items
- Incorporate City of Antioch front end specifications
- Prepare 90% CD drawings for review with City project team to obtain final input and comments
- Incorporate final City comments
- Conduct Quality Assurance/Quality Control review
- Submit 100% Construction Documents for City of Antioch Building Division review and permitting

### Plan Review Support

KPA will prepare plan approval applications and submittal information in order to obtain project permits. KPA will assist in preparation of permit review submittals to reviewers. KPA anticipates one set of construction drawings covering all City Hall improvements. We will complete an initial round of drawing review comments for permitting related to in-scope items and improvements followed by a second round of comments and revision related to incorporation of the first round. We estimate this process to take approximately 60 days.

The City of Antioch will conduct the plan review process in-house and the plan review process will be led by City of Antioch employees. Additional compensation may be requested should plan review be completed by outside plan review consultants and these comments address issues outside of project scope.

### Bid Support

Bid support phase includes assisting the City of Antioch in advertising and securing bids, negotiation for service, analyzing bid results, furnishing recommendation on the award of contracts and preparing contract documents. Bidders will obtain their construction documents from the City's website or bidding partner website.

To assist in obtaining bids, KPA will:

- Prepare bid package
- Coordinate with design team, City, legal counsel and potential bidders regarding bidding, advertising, bid document distribution and other City-specific requirements
- Attend City-conducted pre-bid site walk, prepare agenda and sign-in, and prepare then distribute meeting notes
- Respond to contractor RFI questions and issue clarifications during bid period, prepare and issue addenda
- Advise City of Antioch as to acceptability of substituted materials or equipment

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#### Evaluation of Bids:

- Participate in evaluation of bid tabulation
- Assist City with bid analysis, review for completeness, errors, omissions and ambiguities
- Coordinate review of bidder disadvantaged business enterprise (DBE) documentation, licensing and coordinate with City attorney

#### Deliverables

- Schematic Design Phase – project schedule, SD level electronic plans, outline specifications and cost estimate
- Design Development Phase – updated project schedule, DD level electronic plans, refined specifications and updated cost estimate
- Construction Document Phase – updated project schedule, CD level electronic plans, finalized specifications and cost estimate
- Plan Review – Plan review responses for up to two rounds of comments.
- Bidding – Bid document set including addenda provided during bidding phase

#### Owner Responsibilities

- Provide access to the existing facilities
- Provide as-built documents, PDFs or CAD files
- Provide a representative with complete authority to transmit instructions, receive information and provide directives
- Provide timely review, feedback and directives to maintain project schedule
- Coordinate with other project stakeholders and approval agencies
- Testing and removal of hazardous materials
- Coordination with utilities and local governments for any required utility connects and permitting
- Coordination and submittal of any required CEQA or environmental documentation

#### Compensation

The work described under the Scope of Services will be performed on a lump sum basis. For Phase 1 Services, The City of Antioch will pay The KPA Group forty five thousand three hundred ninety five dollars (\$45,395) as architectural and engineering fees for Phase 1 programming work for Antioch City Hall improvements. For Phase 2 Services, The City of Antioch will pay The KPA Group an additional two hundred twenty one thousand seven hundred seventy dollars (\$221,770) as architectural and engineering fees for complete design of required building improvements. Total compensation for Phase 1 and Phase 2 services is two hundred sixty seven thousand one hundred sixty five dollars (\$267,165.00). Please see the attached compensation worksheet for a detailed breakdown of design tasks based on our current understanding of the project and scope of work.

#### Authorization

The Scope of Services and compensation stated in this proposal are valid for a period of thirty (30) days from the date of submission. If authorization to proceed is not received during this time period, this proposal may be reviewed and modified by The KPA Group. This proposal may be executed in whole or parts, depending on City of Antioch desires of contracting.

Respectfully submitted,

The KPA Group

  
Paul W. Powers, AIA, NCARB

President

[paulp@thekpagroup.com](mailto:paulp@thekpagroup.com)

(925) 872 - 0244

All

**CITY OF ANTIOCH CITY HALL SPACE PLANNING - PHASE 1&2 DESIGN SERVICES**

**LABOR HOURS BREAKDOWN**

SUMMARY BY CLASSIFICATION	PROJECT MANAGER	PROJECT ARCHITECT	PROJECT DESIGNER	ARCH CAD TECH	MEP ENGINEER	MEP CAD TECH	ADMIN	SUBTOTAL
	\$235.00	\$205.00	\$190.00	\$155.00	\$205.00	\$155.00	\$100.00	
<b>PHASE 1 - SPACE PLANNING</b>								
<b>PROJECT MANAGEMENT and COORDINATION</b>								
1 Project management	1	4	2	2				
2 Scheduling	1	2	1					
3 Project meetings - recurring	1	4	8	4	4			
4 QA/QC	2	2	4	4	2		2	
<b>SUBTOTAL - HOURS</b>	<b>5</b>	<b>12</b>	<b>15</b>	<b>10</b>	<b>6</b>	<b>0</b>	<b>2</b>	<b>50</b>
<b>SUBTOTAL - LABOR COST</b>	<b>\$1,175</b>	<b>\$2,460</b>	<b>\$2,850</b>	<b>\$1,550</b>	<b>\$1,230</b>	<b>\$0</b>	<b>\$200</b>	<b>\$9,465</b>
<b>FIELD INVESTIGATION</b>								
1 Site Visit and field documentation		4	4	8				
2 Finishes and utilities initial document		4	4		2	2		
<b>SUBTOTAL - HOURS</b>	<b>0</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>28</b>
<b>SUBTOTAL - LABOR COST</b>	<b>\$0</b>	<b>\$1,640</b>	<b>\$1,520</b>	<b>\$1,240</b>	<b>\$410</b>	<b>\$310</b>	<b>\$0</b>	<b>\$5,120</b>
<b>SPACE PROGRAMMING</b>								
1 Existing space distribution - floor plans		2	4	8				
2 Orientation meeting	1	4	4					
3 Space needs surveys		4	12				4	
4 Develop space program	1	8	8	4				
5 Refine space program	1	4	8					
<b>SUBTOTAL - HOURS</b>	<b>3</b>	<b>22</b>	<b>36</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>77</b>
<b>SUBTOTAL - LABOR COST</b>	<b>\$705</b>	<b>\$4,510</b>	<b>\$6,840</b>	<b>\$1,860</b>	<b>\$0</b>	<b>\$0</b>	<b>\$400</b>	<b>\$14,315</b>
<b>CONCEPT FORMATION</b>								
1 Improvements concepts (3)	1	8	12	24	2			
2 Refine seleted concept	1	4	8	12	2			
<b>SUBTOTAL - HOURS</b>	<b>2</b>	<b>12</b>	<b>20</b>	<b>36</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>74</b>
<b>SUBTOTAL - LABOR COST</b>	<b>\$470</b>	<b>\$2,460</b>	<b>\$3,800</b>	<b>\$5,580</b>	<b>\$820</b>	<b>\$0</b>	<b>\$0</b>	<b>\$13,130</b>
<b>COST ESTIMATING</b>								
1 Concept order of magnitude costs	1	2	8					
2 Selected concept - refine costs		2	2		2			
<b>SUBTOTAL - HOURS</b>	<b>1</b>	<b>4</b>	<b>10</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>17</b>
<b>SUBTOTAL - LABOR COST</b>	<b>\$235</b>	<b>\$820</b>	<b>\$1,900</b>	<b>\$0</b>	<b>\$410</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,365</b>
<b>TOTAL HOURS - PHASE 1</b>	<b>11</b>	<b>58</b>	<b>89</b>	<b>66</b>	<b>14</b>	<b>2</b>	<b>6</b>	<b>246</b>
<b>TOTAL LABOR COST - PHASE 1</b>	<b>\$2,585</b>	<b>\$11,890</b>	<b>\$16,910</b>	<b>\$10,230</b>	<b>\$2,870</b>	<b>\$310</b>	<b>\$600</b>	<b>\$45,395</b>

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**CITY OF ANTIOCH CITY HALL SPACE PLANNING - PHASE 1&2 DESIGN SERVICES**

**LABOR HOURS BREAKDOWN**

SUMMARY BY CLASSIFICATION	PROJECT MANAGER	PROJECT ARCHITECT	PROJECT DESIGNER	ARCH CAD TECH	MEP ENGINEER	MEP CAD TECH	ADMIN	SUBTOTAL
	\$235.00	\$205.00	\$190.00	\$155.00	\$205.00	\$155.00	\$100.00	
<b>PHASE 2 - DESIGN DOCUMENTS</b>								
<b>PROJECT MANAGEMENT and COORDINATION</b>								
1 Project management	8	12			8		8	
2 Scheduling	4	2			2		4	
3 Project meetings - recurring	8	8	8		8		4	
4 Sub-consultant coordination	4	4	4		4			
5 QA/QC	4	8	6		4			
<b>SUBTOTAL - HOURS</b>	<b>28</b>	<b>34</b>	<b>18</b>	<b>0</b>	<b>26</b>	<b>0</b>	<b>16</b>	<b>122</b>
<b>SUBTOTAL - LABOR COST</b>	<b>\$6,580</b>	<b>\$6,970</b>	<b>\$3,420</b>	<b>\$0</b>	<b>\$5,330</b>	<b>\$0</b>	<b>\$1,600</b>	<b>\$23,900</b>
<b>BUILDING VERIFICATIONS</b>								
1 Documentation of existing components		2	8	2				
2 Design dimensions		2	4	8		2		
<b>SUBTOTAL - HOURS</b>	<b>0</b>	<b>4</b>	<b>12</b>	<b>10</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>28</b>
<b>SUBTOTAL - LABOR COST</b>	<b>\$0</b>	<b>\$820</b>	<b>\$2,280</b>	<b>\$1,550</b>	<b>\$0</b>	<b>\$310</b>	<b>\$0</b>	<b>\$4,960</b>
<b>SCHEMATIC DESIGN</b>								
1 Incorporate anticipated staff growth		4	8		4			
2 Identify changes to existing spaces		2	12	4		8		
3 Existing conditions documentation		2	8	12				
4 Review applicable codes and ordinances	2	8	8	4	8			
5 Outline specifications		4	4		2			
6 Prepare schematic design drawings	2	12	16	20	10	12		
7 Prepare schematic cost estimate		1	8		2			
8 Review documents with Antioch, incorporate comments and receive approval to begin DDs	1	4	12	12	4			
<b>SUBTOTAL - HOURS</b>	<b>5</b>	<b>37</b>	<b>76</b>	<b>52</b>	<b>30</b>	<b>20</b>	<b>0</b>	<b>220</b>
<b>SUBTOTAL - LABOR COST</b>	<b>\$1,175</b>	<b>\$7,585</b>	<b>\$14,440</b>	<b>\$8,060</b>	<b>\$6,150</b>	<b>\$3,100</b>	<b>\$0</b>	<b>\$40,510</b>
<b>DESIGN DEVELOPMENT</b>								
1 Finalize layout of floor plan changes and interior space		8	12	2	2		2	
2 Initial furniture review		8	8	4				
3 Determine changes to existing utilities	1	4	8		8			
4 Advance code review	1	4	8		4			
5 Define interior finishes for review		8	16				2	
6 Draft project specifications	1	8	12	2	2			
7 Phasing accommodations	1	4	8	8	2			
8 Initial construction phasing		4	8	8				
9 Define accessible paths of travel		8	4					
10 Cost estimates - DD level		2	8					
11 Prepare Design Development drawings	2	20	16	48	8	24		
12 Review documents with Antioch, incorporate comments and receive approval to begin CDs	1	2	2					
<b>SUBTOTAL - HOURS</b>	<b>7</b>	<b>80</b>	<b>110</b>	<b>72</b>	<b>26</b>	<b>24</b>	<b>4</b>	<b>323</b>
<b>SUBTOTAL - LABOR COST</b>	<b>\$1,645</b>	<b>\$16,400</b>	<b>\$20,900</b>	<b>\$11,160</b>	<b>\$5,330</b>	<b>\$3,720</b>	<b>\$400</b>	<b>\$59,555</b>

AB

**CITY OF ANTIOCH CITY HALL SPACE PLANNING - PHASE 1&2 DESIGN SERVICES**

**LABOR HOURS BREAKDOWN**

SUMMARY BY CLASSIFICATION		PROJECT MANAGER	PROJECT ARCHITECT	PROJECT DESIGNER	ARCH CAD TECH	MEP ENGINEER	MEP CAD TECH	ADMIN	SUBTOTAL
		\$235.00	\$205.00	\$190.00	\$155.00	\$205.00	\$155.00	\$100.00	
<b>CONSTRUCTION DOCUMENTS</b>									
1	Final utility requirements	1		4		8		2	
2	Final design for affected spaces		8	4		4			
3	Final furniture specification and layout	1	8	12	4	4			
4	Document final ADA requirements and incorporate into project	1	8	8				1	
5	Construction safety and phasing plan	1	4	2	8	1			
6	Complete T24 calculations			2		12			
7	Cost estimate - 100% complete		2	10		2			
8	Complete project specifications	1	8	16	4	8			
9	Prepare 90% Construction Documents drawings	1	16	16	60	16	32		
10	Review 90% documents with Antioch, incorporate comments and receive approval for 100% CDs	1	8	4		2			
11	Prepare 100% Construction Documents drawings	1	16	8	24	4	12		
<b>SUBTOTAL - HOURS</b>		8	78	86	100	61	44	3	380
<b>SUBTOTAL - LABOR COST</b>		\$1,880	\$15,990	\$16,340	\$15,500	\$12,505	\$6,820	\$300	\$69,335
<b>PLAN REVIEW SUPPORT</b>									
1	Plan review submission		4	8	4				
2	Response comments	1	4	8	20	2	8		
3	RE-submission and response		4	8	12	1	4		
<b>SUBTOTAL - HOURS</b>		1	12	24	36	3	12	0	88
<b>SUBTOTAL - LABOR COST</b>		\$235	\$2,460	\$4,560	\$5,580	\$615	\$1,860	\$0	\$15,310
<b>BID SUPPORT</b>									
1	Compile bid package	1	4	1	4		1		
2	Coordinate with design team, Antioch and potential bidders	1	2	4	4	1			
3	Respond to RFIs	1	2	4	4	1			
4	Issue bid addenda		2	2	4		2		
<b>SUBTOTAL - HOURS</b>		3	10	11	16	2	3	0	45
<b>SUBTOTAL - LABOR COST</b>		\$705	\$2,050	\$2,090	\$2,480	\$410	\$465	\$0	\$8,200
<b>TOTAL HOURS - Phase 2</b>		52	255	337	286	148	105	23	1206
<b>TOTAL LABOR COST - Phase 2</b>		\$12,220	\$52,275	\$64,030	\$44,330	\$30,340	\$16,275	\$2,300	\$221,770
<b>GRAND TOTAL COMPENSATION</b>									\$267,165
<b>ANTIOCH CITY HALL REMODEL - SPACE PROGRAMMING &amp; DESIGN SERVICES</b>									

A14





**ATTACHMENTS**

A. Resolution

B. Notice of Completion

Exhibit A – Cape Seal List of Streets 2023

ATTACHMENT "A"

RESOLUTION NO. 2024/\*\*

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ACCEPTING WORK AND AUTHORIZING THE ACTING CITY MANAGER OR  
DESIGNEE TO FILE A NOTICE OF COMPLETION FOR THE  
ANTIOCH CAPE SEAL 2023 PROJECT  
P.W. 328-13

**WHEREAS**, on June 13, 2023, the City Council adopted the 5 Year Capital Improvement Program 2023-2028, which included funding for the Pavement Surface Treatments projects;

**WHEREAS**, the Antioch Cape Seal 2023 Project ("Project") was published and advertised in the East County Times on January 17, 2023 and January 19, 2023, and a Notice to Contractors was sent to the construction trade journals;

**WHEREAS**, the Project bids were publicly opened and read on February 21, 2023, and one (1) bid was received;

**WHEREAS**, the lowest responsive and responsible bidder was submitted by American Pavement Systems, Inc. of Modesto, CA in the amount of \$2,161,756.07;

**WHEREAS**, on March 14, 2023, the City Council approved a budget amendment in the amount of \$700,000 for a total project budget of \$2,409,285;

**WHEREAS**, on March 14, 2023, the City Council awarded a contract to American Pavement Systems, Inc. in the amount of \$2,161,756.07;

**WHEREAS**, on April 9, 2024, the City Council approved the first amendment to the construction agreement in the amount of \$47,810.10;

**WHEREAS**, the City Council has considered accepting work and authorizing the Acting City Manager or designee to file a Notice of Completion for the Project; and

**WHEREAS**, all work on the Project was completed on March 15, 2024, at a final contract price of \$2,209,566.17 in accordance with plans and specifications referred to therein.

**RESOLUTION NO. 2024/\***

May 14, 2024

Page 2

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

1. The work on the Antioch Cape Seal Project 2023 is completed and accepted; and
2. The Acting City Manager or designee is authorized to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion for the Project.

\* \* \* \* \*

**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 14<sup>th</sup> day of May 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

A2



**ATTACHMENT "B"**

**RECORDED AT THE REQUEST  
OF:**  
CITY OF ANTIOCH, CA

**WHEN RECORDED MAIL TO:**  
CITY OF ANTIOCH  
CAPITAL IMPROVEMENTS DIVISION  
P.O. BOX 5007  
ANTIOCH, CA 94531  
(925) 779-7050

**THIS SPACE FOR RECORDER'S USE ONLY**

**NOTICE OF COMPLETION FOR THE  
ANTIOCH CAPE SEAL PROJECT 2023  
(P.W. 328-13)**

**NOTICE IS HEREBY GIVEN:**

1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That on March 15, 2024, the work and improvements hereinafter described was completed.
5. That the name of the original contractor, if any, for said work of improvement was American Pavement Systems, Inc.
6. The surety for said project was Travelers Casualty and Surety Company of America.
7. This project consisted of installing the final surface treatment over 64 streets (See Exhibit A) in the City of Antioch, California.

**THE UNDERSIGNED STATES UNDER PENALTY OF  
PERJURY THAT THE ABOVE IS TRUE AND CORRECT**

\_\_\_\_\_  
Date

\_\_\_\_\_  
SCOTT BUENTING, P.E.  
Acting Public Works Director/City Engineer  
City of Antioch

Bl

## EXHIBIT "A"

### ANTIOCH CAPE SEAL 2023, P.W. 328-13 LIST OF STREETS

MAIN ROAD	FROM	TO
Cache Peak Dr	Dallas Ranch Rd	Golf Course Rd
Cougar Peak Way	Cache Peak Way	Belford Peak
Cougar Peak Ct		
Belford Peak	Cougar Peak Way	Cache Peak
Sheffels Peak Ct		
Massive Peak Way	Cache Peak Way	Crestone Needle
Crestone Needle Way	Massive Peak	Cache Peak
Hunter Peak Ct		
Blackburn Peak Ct		
Matterhorn Ct		
Matterhorn Way	Cache Peak Way	Crestone Needle
Crestone Needle Way	Matterhorn Way	Cache Peak
Crestone Peak Ct		
Wexler Peak	Golf Course Rd	Cache Peak
Snowmass Peak Ct		
Shavano Peak Ct		
Torreys Peak Ct		
Belford Peak Ct		
Burwood Way	Serpentine Dr	Wildflower
Wildflower Dr	Deer Valley Rd	Burwood Way
Hastings Ct		
Eastbourne Ct		
Barmouth Dr	Davison Dr	Carpinteria Dr
Basalt Ct		
Barmouth Ct		
Myrtlewood Ct		
Laurelwood Ct		
Coyote Ct		
Badger Way	Barmouth Dr	Bluejay Dr
Halite Way	Bluejay Dr	Serpentine Dr
Serpentine Dr	Burwood Way	Davison Dr
Basalt Way	Barmouth Dr	Serpentine Dr
Roanwood Ct		
Bluejay Dr	Barmouth Dr	Burwood Way

MAIN ROAD	FROM	TO
Sunset Dr	Cavallo Rd	Bryan Ave
E. Tregallas Rd	Garrow Dr	Lone Tree Way
Center Ln		
Cavallo Rd	Garrow Dr	18th St
Nora Lee Ct		
Rockford Dr	Eagleridge Dr	Bluerock Dr
Rocky Point Dr	Rockford Dr	Deer Valley Rd
Flintrock Dr	Rocky Point Dr	Rockford Dr
Clay Ct.		
Redstone Ct.		
Stoney Ct.		
Limestone Dr.	Bluerock Dr	Rocky Point Dr
Rock Ct.		
Jarosite Ct.		
Hawk Ct.		
Moraine Ct.	Hailstone	End
Moraine Way	Hailstone	End
Hailstone Way	Moraine Way	Caldera Way
Caldera Way	Hailstone Way	Moraine Way
Felsite Ct.		
Niccolite Ct.		
Bole Ct.		
Bedrock Ct.	Caldera Way	End
Bedrock Way	Caldera Way	End
Barmouth Dr.	Rockford Dr	Carpinteria Dr
Lucena Way	Buchana Rd	Carmona Way
Anza Ct	Lucena Way	End
Carmona Way	Lucena Way	Lopez Dr
Lopez Dr	Gentrytown Dr	Carmona Way
Seville Cir	Lopez Dr	Lopez Dr
Petar Pl	Lopez Dr	End

B2

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of May 14, 2024

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

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

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

**SUBJECT:** First Amendment to the Consulting Services Agreement with Testing Engineers, Inc. for On-Call Material Testing and Special Inspection Services

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the first amendment to the Consulting Services Agreement with Testing Engineers, Inc. for On-Call Material Testing and Special Inspection Services, which increases the contract by \$100,000 for a total contract amount of \$150,000; and
2. Authorizing the Acting City Manager to execute the amendment to the agreement (Exhibit "1" to the Resolution) in a form approved by the City Attorney.

**FISCAL IMPACT**

Adoption of this resolution will increase Testing Engineers, Inc.'s ("TEI's") contract in an amount not to exceed \$100,000 for a total contract amount of \$150,000. Funding for this work will be provided from various funding sources corresponding to the projects that material testing and special inspections are performed by the consultant. It is anticipated that this recommendation will have no impact on the General Fund.

**DISCUSSION**

On September 28, 2022, staff solicited qualifications from several consulting firms, contacted builders exchanges and posted on the City's website for On-Call Material Testing and Special Inspection Services.

On October 20, 2022, On-Call Material Testing and Special Inspection Services qualifications were received from Kleinfelder and TEI. Based on the content of the qualifications and discussions each firm had with the City and outside consulting staff, both Kleinfelder and TEI were selected to provide the services required for these services.



On February 19, 2023, the City entered into a Consulting Services Agreement with TEI in the amount of \$50,000 to provide "on-call" material testing and special inspection services. These services include sampling and/or testing of soil, Portland cement concrete, chip seal, slurry seal, micro surfacing, asphalt concrete, reinforcing steel, welds, paints, coatings and other construction materials.

Staff is recommending the City Council amend TEI's agreement to provide additional material testing and special inspection services related to Capital Improvement projects and development construction. An amendment is needed to the existing agreement to continue material testing and special inspection services of improvements for various construction activities. The work is performed on an "as needed" basis.

**ATTACHMENTS**

- A: Resolution  
Exhibit 1
- B. Consulting Services Agreement

ATTACHMENT "A"

RESOLUTION NO. 2024/\*\*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE FIRST AMENDMENT TO THE CONSULTING SERVICES  
AGREEMENT WITH TESTING ENGINEERS, INC. FOR ON-CALL MATERIAL  
TESTING AND SPECIAL INSPECTION SERVICES AND AUTHORIZING THE  
ACTING CITY MANAGER TO EXECUTE THE AMENDMENT TO THE AGREEMENT**

**WHEREAS**, on February 19, 2023, Testing Engineers, Inc. ("TEI") entered into a Consulting Services Agreement in the amount of \$50,000 to provide "on-call" material testing and special inspection services;

**WHEREAS**, the City continues the need for "on-call" material testing and special inspection services related to Capital Improvement projects and development construction; and

**WHEREAS**, the City Council has considered approving the first amendment to the Consulting Services Agreement and authorizing the Acting City Manager to execute the amendment to the agreement with TEI to provide additional "on-call" material testing and special inspection services and increase the contract in the amount of \$100,000 for a total contract amount of \$150,000.

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

1. Approves the first amendment to the Consulting Services Agreement with Testing Engineers, Inc. for On-Call Material Testing and Special Inspection Services, which increases the contract by \$100,000 for a total contract amount of \$150,000; and
2. Authorizes the Acting City Manager to execute the amendment to the Agreement (Exhibit "1") in a form approved by the City Attorney.

\* \* \* \* \*

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**RESOLUTION NO. 2024/\*\***

May 14, 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 14<sup>th</sup> day of May 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

A2

**EXHIBIT "1"**

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND TESTING ENGINEERS, INC. FOR  
ON-CALL MATERIAL TESTING AND SPECIAL INSPECTION SERVICES**

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES** is entered into this 14<sup>th</sup> day of May 2024, by and between the CITY OF ANTIOCH, a municipal corporation ("City") and TESTING ENGINEERS, INC., their address is 2811 Teagarden Street, San Leandro, CA 94577 ("Consultant").

**RECITALS**

**WHEREAS**, on February 19, 2023, Testing Engineers, Inc. entered into an Agreement for On-Call Material Testing and Special Inspection Services ("Agreement") in the amount of \$50,000; and

**WHEREAS**, on May 14, 2024, the City Council has considered the first amendment to the Agreement with Testing Engineers, Inc. for On-Call Material Testing and Special Inspection Services in the amount of \$100,000 for a total contract amount of \$150,000 and has considered authorizing the Acting City Manager to execute the first amendment.

**NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:**

**1. Section 1 "SERVICES" the first paragraph shall be amended to read as follows:**

"Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, materials, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement and Exhibit A to Amendment No. 1 of the Agreement at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibits, the Agreement shall prevail."

A3

2. Section 2 "COMPENSATION" the first sentence shall be amended to read as follows:

"CITY hereby agrees to pay Consultant a sum not to exceed \$150,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

All other terms and conditions of the Agreement shall remain in full force and effect.

CITY OF ANTIOCH:

TESTING ENGINEERS, INC.

By: \_\_\_\_\_  
Kwame P. Reed, Acting City Manager

By: \_\_\_\_\_  
Gary Snyder, President

ATTEST:

\_\_\_\_\_  
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas Lloyd Smith, City Attorney

AY



EXHIBIT "A"



COST ESTIMATE  
City of Antioch  
Material Testing & Special Inspections through 2/19/2026  
Various Capital Improvement & Other Projects  
April 3, 2024

**A. Field Construction Inspection & Compaction Testing**

1. <i>Construction Inspection with use of Nuclear Density Gauge</i>				
No. of Days	No. hrs:	Rate/hr.:	124.00	\$
2. <i>Construction Inspection with use of Nuclear Density Gauge - OVERTIME and SATURDAY (if needed)</i>				
No. of Days	No. hrs.:	Rate/ea.:	186.00	\$
3. <i>Construction Inspection with use of Nuclear Density Gauge - SUNDAY and HOLIDAY (if needed)</i>				
No. of Days	No. hrs.:	Rate/ea.:	248.00	\$

**B. Laboratory Testing**

1. <i>Aggregate Base Material (As Needed)</i>				
Moisture Density Curve ASTM D1557	Quantity	Rate/ea.	300.00	\$
Sieve Analysis ASTM C136 / CA 202	Quantity	Rate/ea.	90.00	\$
Sand Equivalent ASTM D2419 / CA 21	Quantity	Rate/ea.	105.00	\$
R-Value ASTM D2844 / CA 301	Quantity	Rate/ea.	275.00	\$
Durability Index ASTM D3744 / CA 22	Quantity	Rate/ea.	275.00	\$
2. <i>Asphaltic Concrete (As Needed)</i>				
Sieve Analysis (Agg. from Plant)	Quantity	Rate/ea.:	90.00	\$
Test Max Density CA 308	Quantity	Rate/ea.:	350.00	\$

ESTIMATED TOTAL through 2/19/2026 \$ 100,000.00

Testing Engineers, Inc.  
Quality Assurance Services  
Materials Consulting

AS

## ATTACHMENT "B"

### CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND TESTING ENGINEERS, INC. FOR "AS NEEDED" MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and Testing Engineers, Inc. ("Consultant") as of February 19, 2023 .

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on February 19, 2026, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City' right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agree to pay Consultant a sum not to exceed **Fifty Thousand dollars (\$50,000.00)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.



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

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

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

**2.2 Payment Schedule.** City shall make incremental payments, based on invoices received, according to the payment schedule attached as Exhibit B, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

**2.3 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement.

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

**2.4 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule: See Exhibit B.

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

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

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

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

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

**4.1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

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

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

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

**4.5. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:



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

4.5.2 *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

4.5.4 *Waiver of Subrogation.* 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.

4.5.5 *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the 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.

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

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

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

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

**4.6. Certificate of Insurance and Endorsements.** 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.

By

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

**4.8. Higher limits.** If the 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 the City.

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

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

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

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES**

**5.1.** CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.

**5.2.** In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

**5.3.** Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause.



This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

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

**Section 6. STATUS OF CONSULTANT.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

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

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

- 7.6 **Prevailing Wages.** Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

## **Section 8. TERMINATION AND MODIFICATION.**

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

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

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

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

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

- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this



Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
  - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or
  - 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 9.2 **Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.

- 9.3 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.4 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 9.5 **Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.3 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.



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

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

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

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

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

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

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

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

Nicholle Hughes, Project Coordinator  
Testing Engineers, Inc.  
2811 Teagarden Street  
San Leandro, CA 94577

Any written notice to City shall be sent to:

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

**10.11 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and all other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

**CITY:**

CITY OF ANTIOCH

\_\_\_\_\_  
Cornelius H. Johnson, City Manager

Attest:

\_\_\_\_\_  
Elizabeth Householder, City Clerk

Approved as to Form:

\_\_\_\_\_  
Thomas Lloyd Smith, City Attorney

**CONSULTANT:**

TESTING ENGINEERS, INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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EXHIBIT "A"



TESTING ENGINEERS, INC.

Quality Assurance Services  
Materials Consulting  
Since 1954

City of Antioch  
Attn: **Scott Buenting**  
Capital Improvements Division  
200 H Street  
Antioch, CA 94509

October 12, 2022

**Subject:** *Statement of Qualifications for Material Testing and Special Inspection for the City of Antioch's Capital Improvement Program and other City Projects*

Dear Mr. Buenting:

Thank you for the opportunity to present our qualifications to perform Material Testing and Special Inspections for various Capital Improvement Projects for the City of Antioch. We have prepared our response according to the requirements outlined in the Request for Qualifications.

Testing Engineers, Inc. (TEI) is an employee-owned firm established in 1954 that specializes in Special Inspection, Soils and Asphalt Testing and Inspection, Materials Testing, Consulting Engineering and NDT services. At TEI, we strive to provide services of the foremost professional standards and proven technical competence at a competitive cost. Our experienced staff of engineering, laboratory, field and administrative personnel provides a wide range of quality assurance and testing services to our clients.

We will provide the *City of Antioch* with qualified inspectors and technicians, backed by experienced Professional, Civil and Structural Engineers, to report factually, objectively, and timely on your projects.

We offer our full cooperation and assistance to the *City of Antioch*. Please feel free to contact me at (925) 370-7000; or e-mail me at: [tei\\_soils@comcast.net](mailto:tei_soils@comcast.net); if you have any questions or require additional information during the consultant qualification and selection process.

Sincerely,  
**TESTING ENGINEERS, INC.**

Nicholle Hughes  
**Office Manager / Dispatch**  
**Soils/Asphalt Division**



**STATEMENT OF QUALIFICATIONS  
MATERIAL TESTING AND SPECIAL INSPECTIONS  
IN THE CITY OF ANTIOCH**

Primary Contacts:

Nicholle Hughes, *Soils / Asphalt Office Manager, Dispatcher*

2811 Teagarden Street, San Leandro, CA 94577

Phone: 925.370.7000 / Fax: 866.936.8283 / Email: [tei\\_soils@comcast.net](mailto:tei_soils@comcast.net)

Frank Iriarte, *Special Inspections Dispatcher*

2811 Teagarden Street, San Leandro, CA 94577

Phone: 510.835.3142 ext. 101 / 510.834.3777

Colin Stock, P.E., *Operations Manager*

2811 Teagarden Street, San Leandro, CA 94577

Phone: 510.835.3142 / Fax: 510.834.3777

Gary Snyder is the President for Testing Engineers, Inc. He is the sole negotiator for Testing Engineers. His contact information is listed below:

Testing Engineers, Inc.

2811 Teagarden Street

San Leandro, CA 94577

Phone: 510.835.3142 / Fax: 510.834.3777

Email: [gsnyder@testing-engineers.com](mailto:gsnyder@testing-engineers.com)

Testing Engineers, Inc. will provide a project team with extensive qualifications and experience in soils, asphalt, reinforcement, concrete and structural steel. We are confident that the personnel we propose to assign to your project exhibit the best qualities to support your team.

TEI's management and supervision is directed by Mr. Terry Egland, P.E., Vice President and General Manager. Mr. Egland has been active in the construction industry for over 35 years. Mr. Colin Stock, our Soils/Asphalt as well as Consulting Division Manager, performs and oversees the analysis, field and laboratory investigations and report preparation. Mr. David Chippero, our Special Inspection Division Manager will also oversee the supervision of inspection staff assigned to the project.



Quality Assurance Services / Materials Consulting  
Since 1954

**TESTING ENGINEERS INC.**

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**STATEMENT OF QUALIFICATIONS  
MATERIAL TESTING AND SPECIAL INSPECTIONS  
IN THE CITY OF ANTIOCH**

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Mr. Carlos Palma is our Soils / Asphalt Laboratory Supervisor working under the direction of Mr. Warren Benson, our Soils / Asphalt Laboratory Manager. Since 1980 Mr. Benson has been responsible for our Soils / Asphalt laboratory. This facility has the capabilities and meets the laboratory requirements to furnish the City of Antioch with the information they will need for any given project.

*Names of principals and employees that TEI anticipates assigning to the City of Antioch Projects:*

Vice President and General Manager:  
Terry L. Egland, P.E., CE #34132

Operations Manager  
Colin Stock, P.E.

Special Inspections Division Manager:  
David Chippero

Soils / Asphalt Laboratory Manager:  
Warren Benson

*Information on staff who will be responsible for the projects, their professional qualifications, and resumes of experience:*

- ✚ Anthony Basch
- ✚ Colin Stock
- ✚ John Dougherty
- ✚ Paul Thomas

Resumes for the proposed inspectors are attached for your review.



Quality Assurance Services / Materials Consulting  
Since 1954

**TESTING ENGINEERS INC.**

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**STATEMENT OF QUALIFICATIONS  
MATERIAL TESTING AND SPECIAL INSPECTIONS  
IN THE CITY OF ANTIOCH**

**ANTHONY BASCH**  
SENIOR ENGINEERING TECHNICIAN

<p><b>YEAR ACQUIRED TEI</b> 2002</p> <p><b>YEARS OF EXPERIENCE</b> 20+</p> <p><b>EDUCATION</b> Clayton Valley High School Graduate Diablo Valley College (AA) CPN Nuclear Density Safety</p> <p><b>CERTIFICATIONS</b> CPN Nuclear Gauge Certified CPN Alternate Radiation Safety Officer</p> <p><b>PROFESSIONAL AFFILIATIONS</b> Local 3 Operating Engineers</p>	<p><b>SKILLS AND EXPERIENCE</b></p> <p>Mr. Basch has over 20 years of experience in the Construction, Materials Testing and Inspection Industries working exclusively with the soils and asphalt department. He has performed inspections and laboratory testing in accordance with the American Society of Testing and Materials (ASTM), California Department of Transportation (CTM), the American Concrete Institute (ACI) for various. Mr Basch is also the Alternate Radiation Safety Officer.</p> <p><i>Testing Engineers, Inc. (2002 to Present)</i> – Responsibilities include field density testing and inspection of placement of soils, aggregate and asphalt materials, soils inspections and sampling of regular portland cement concrete, general laboratory testing – including soils, asphalt, aggregate tests, etc.</p> <p><i>Signet (2000 to 2002)</i> – Soils / Asphalt Technician, performed soils inspections and, sampling of regular portland cement concrete, general laboratory testing – including soils, asphalt, aggregate tests, etc.</p> <p><i>Kleinfelder (1998 to 2000)</i> – Soils / Asphalt Technician, performed soils inspections and, sampling of regular portland cement concrete, general laboratory testing – including soils, asphalt, aggregate tests, etc.</p> <p><b>REPRESENTATIVE PROJECTS</b></p> <p><i>City of San Leandro</i> - Performed construction management, soils / asphalt inspection and sampling as well as compaction testing for yearly Street Resurfacing Projects.</p> <p><i>City of Saratoga</i> - Performed asphalt plant inspection and sampling as well as field inspection and compaction testing for various projects with in the City of Saratoga, including Highway 9 Safety Improvements Ph. II &amp; III as well as various road rehab projects.</p> <p><i>City of Antioch</i>- Performed soils and asphalt inspection as well as compaction testing for various public works on-call projects.</p> <p><i>City of Burlingame</i> - Performed construction management, soils / asphalt inspection and sampling as well as compaction testing for yearly Street Resurfacing Projects.</p> <p><i>Suisun City Levee Rehab – Pierce Island</i> – Performed soils sampling and compaction testing as well as backfill observation for new levee at Pierce Island.</p>
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*Quality Assurance Services / Materials Consulting  
Since 1954*

**TESTING ENGINEERS INC.**

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**STATEMENT OF QUALIFICATIONS  
MATERIAL TESTING AND SPECIAL INSPECTIONS  
IN THE CITY OF ANTIOCH**

**COLIN STOCK**  
CONSULTING DIVISION MANGER

<p><b>YEARS OF EXPERIENCE</b> 16</p> <p><b>EDUCATION</b> California State Polytechnic University, San Luis Obispo  BS Civil Engineering  California State University, Sacramento  MS Civil Engineering</p> <p><b>CERTIFICATIONS</b> Civil Engineer  ICC Reinforced Concrete Special Inspector  ACI, Concrete Field Testing Technician Grade I  Troxler Nuclear Gauge Certificate</p> <p><b>PROFESSIONAL AFFILIATIONS</b>  ASCE  CCTIA</p>	<p><b><u>SKILLS AND EXPERIENCE</u></b></p> <p><b>Testing Engineers, Inc. (2016 to Present)</b> – Mr. Stock is the Consulting Division Manager. His responsibilities include the supervision and oversight of the consulting team as well as the soils/asphalt team. Mr. Stock assesses client’s needs, develops proposals, and manages the project. He performs and oversees the analysis, field and laboratory investigations, and report preparation.</p> <p><b>Terracon Consultants Inc. (2006-2016)</b> – Mr. Stock was the Materials Department Manager at the Terracon office located in Concord, California. He was responsible for supervision and oversight of a team of engineers and the construction materials testing and special inspection (CMT) division of the Concord office. Mr. Stock’s responsibilities related to the oversight of the Concord office’s CMT services included preparing proposals, review of field reports, and budget management.</p> <p>His responsibilities also included geotechnical engineering principles related to design and construction of varying projects for public sector, commercial and residential clients. These responsibilities encompass geotechnical field exploration, soil mechanics, soil investigations and reports, liquefaction analyses, slope stability analyses, ground improvement methods, deep and shallow foundations, pavement design, and retaining wall design. Colin has worked with several major municipal and public sector agencies. Mr. Stock’s experience also included providing management and engineering support for the aquatic engineering division of the company.</p> <p><b><u>SPECIALIZATION</u></b></p> <p><i>Mr. Stock’s project experience includes an extensive background in geotechnical engineering practices and principles as well as the inspection of various types of wood, concrete and steel structures. In addition, he has been the responsible design engineer for various types of light-framed wood, concrete, and steel structures.</i></p>
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Quality Assurance Services / Materials Consulting  
Since 1954

**TESTING ENGINEERS INC.**

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**STATEMENT OF QUALIFICATIONS  
MATERIAL TESTING AND SPECIAL INSPECTIONS  
IN THE CITY OF ANTIOCH**

**JOHN DOUGHERTY**  
SPECIAL INSPECTOR

<u>SKILLS AND EXPERIENCE</u>	<u>SKILLS AND EXPERIENCE</u>
YEAR ACQUIRED TEI 2009	TESTING ENGINEERS, INC. (2009 to Present) Special Inspector – Performed special inspection of reinforcing steel, concrete and shotcrete; casting of concrete, mortar and grout compression samples; laboratory compression testing; proof-load testing; epoxy installation; high strength bolt installation and fireproofing installation.
YEARS OF EXPERIENCE 20+	DYNAMIC CONSULTANTS, INC. (2000 to 2009) Engineering Technician – Performed special inspection of reinforcing steel, concrete and shotcrete; casting of concrete, mortar and grout compression samples; laboratory compression testing; proof-load testing; epoxy installation; high strength bolt installation and fireproofing installation.
CERTIFICATIONS	CONSOLIDATED ENGINEERING LABORATORIES (1998 – 1999) Engineering Technician – Performed special inspection of reinforcing steel, concrete and shotcrete; casting of concrete, mortar and grout compression samples; laboratory compression testing; proof-load testing.
ACI Concrete Field Testing Technician Grade I	ADERHOLT SPECIALTY (1997 – 1998) SPRAYED on fireproofing construction.
Division of the State Architect Certified Shotcrete Inspector	<b>REPRESENTATIVE PROJECTS</b>
International Code Council Certified Reinforced Concrete Inspector	<b>Cappuccino High School Pool Projects</b> , San Mateo Unified School District- DSA Shotcrete Inspection.
International Code Council Certified Pre-stressed Concrete Inspector	<b>Hillsdale High School Pool Projects</b> , San Mateo Unified School District- DSA Shotcrete Inspection.
International Code Council Certified Fireproofing	<b>Aragon High School Pool Projects</b> , San Mateo Unified School District- DSA Shotcrete Inspection.
International Code Council Certified Masonry	<b>Mills High School Pool Projects</b> , San Mateo Unified School District- DSA Shotcrete Inspection.
	<b>Burlingame High School Industrial Fine Arts &amp; Theater Renovation</b> , San Mateo Unified School District – Batch Plant Inspection, Concrete Sampling.
	<b>Chinese Baptist Church, Alameda</b> – Reinforcement Placement, Concrete Placement & Sampling of Concrete Compressive Cylinders, epoxy doweling inspection.



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Since 1954

**TESTING ENGINEERS INC.**

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**STATEMENT OF QUALIFICATIONS  
MATERIAL TESTING AND SPECIAL INSPECTIONS  
IN THE CITY OF ANTIOCH**

**ROBERT GREEN**  
CONCRETE LAB MANAGER

YEAR ACQUIRED TEI  
2004

YEARS OF EXPERIENCE  
15+

EDUCATION  
Pinole Valley High School  
  
Contra Costa Jr. College

CERTIFICATIONS  
ACI Concrete Field  
Technician Grade I

ACI Concrete Strength  
Testing Technician

SKILLS AND EXPERIENCE

**LABORATORY:**

As the Concrete Laboratory Manger Mr. Green is responsible for ensuring that all test samples are tested in accordance with the current ASTM standards and project specifications. Robert tests the following types of material in our laboratory: Concrete, shotcrete, flexural beams, non-shrink grout, masonry grout, mortar, masonry composite prisms, and unit strength testing of concrete masonry units. Mr. Green's additional responsibilities include reviewing and signing test data reports, preparing and running laboratory trial batches, maintaining calibration records of the laboratory equipment, curing room, and 50% percent room in preparation for outside auditing.

**FIELD:**

Mr. Green has worked on numerous school projects where he has performed slump, unit weight, and temperature testing and made concrete test specimens. He has also performed epoxy anchor and expansion anchor placement, proof load testing, and field coring of concrete.

REPRESENTATIVE PROJECTS

Mr. Green is directly involved in all Testing Engineer, Inc. projects that require testing for compressive strength of concrete and masonry.

**Aargon High School Pool Renovation**, San Mateo Unified School District

**Burlingame Industrial Arts & Theater Modernization**, San Mateo Unified School District

**San Mateo High School Biotechnology Building**, San Mateo Unified School District

**Capuchino High School Additions & Modernization Bldgs F, G, & H**, San Mateo Unified School District

**Carlmont Music & Arts Building**, Sequoia Union High School District

**Carlmont New Theater**, Sequoia Union High School District

**Carlmont Canopies Project**, Sequoia Union High School District



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B/S



**STATEMENT OF QUALIFICATIONS  
MATERIAL TESTING AND SPECIAL INSPECTIONS  
IN THE CITY OF ANTIOCH**

**WARREN BENSON**  
SOILS/ASPHALT DIVISION LAB SUPERVISOR

<p><b>YEAR ACQUIRED TEI</b> 1980</p> <p><b>YEARS OF EXPERIENCE</b> 40+</p> <p><b>EDUCATION</b> University of Pacific, Stockton – Bachelor's Degree Geology</p> <p>Santa Clara County Occupational Health Center – Construction Materials</p> <p>San Joaquin Delta College – Computer Science</p> <p>CPN Nuclear Gauge Safety</p> <p><b>CERTIFICATIONS</b> NICET – Level III Asphalt and Level II Soils</p> <p>ACI Level II Concrete</p> <p>Caltrans Certified in Various Tests</p> <p>Nuclear Density Gauge Certification</p> <p><b>PROFESSIONAL AFFILIATIONS</b> Local 3 Operating Engineers</p>	<p><b>SKILLS AND EXPERIENCE</b></p> <p>Mr. Benson has been with Testing Engineers for over 40 years working exclusively in our Soils/Asphalt laboratory. Mr. Benson specializes in, but is not limited to the following:</p> <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top;"> <p><i>Asphaltic Concrete</i></p> <ul style="list-style-type: none"> <li>AC Mix Designs</li> <li>Hveem &amp; Marshall</li> <li>S-Value</li> <li>CAL 308</li> <li>Extraction</li> </ul> <p><i>Aggregates</i></p> <ul style="list-style-type: none"> <li>Gradation</li> <li>Sand Equivalent</li> <li>Durability Index</li> </ul> </td> <td style="vertical-align: top;"> <p><i>Soils</i></p> <ul style="list-style-type: none"> <li>R-Value</li> <li>ASTM D1557 / CAL 216</li> <li>Plasticity Index</li> <li>California Bearing Ratio</li> <li>Soils Classification</li> <li>CAL 373</li> </ul> <p>LA Rattler</p> <ul style="list-style-type: none"> <li>Cleanness Value</li> <li>Sodium Sulfate</li> </ul> </td> </tr> </table> <p><i>Testing Engineers, Inc. (1980 to Present)</i> -- Laboratory Supervisor, responsibilities include laboratory testing of construction materials. Also designed and Implemented procedures to utilize PC's to calculate, graph, and report results.</p> <p><i>Soils Foundation Systems (1978 – 1980)</i> -- Grading control on several projects involving over a million cubic yards of fill, ripability studies and landslide measurements using a portable seismograph, slump and landslide repair, sampling and logging of test borings, locating and design of underground drainage systems, lab testing including; direct shear, consolidation, and Plasticity Index.</p> <p><i>NASA Ames Research Center (January and Summer 1975)</i> -- Student Internship Program – Assisting research on lunar ray formation, operating experiments onboard research aircraft studying comet Kahoutek, preparation of star charts for pre-mission briefings.</p>	<p><i>Asphaltic Concrete</i></p> <ul style="list-style-type: none"> <li>AC Mix Designs</li> <li>Hveem &amp; Marshall</li> <li>S-Value</li> <li>CAL 308</li> <li>Extraction</li> </ul> <p><i>Aggregates</i></p> <ul style="list-style-type: none"> <li>Gradation</li> <li>Sand Equivalent</li> <li>Durability Index</li> </ul>	<p><i>Soils</i></p> <ul style="list-style-type: none"> <li>R-Value</li> <li>ASTM D1557 / CAL 216</li> <li>Plasticity Index</li> <li>California Bearing Ratio</li> <li>Soils Classification</li> <li>CAL 373</li> </ul> <p>LA Rattler</p> <ul style="list-style-type: none"> <li>Cleanness Value</li> <li>Sodium Sulfate</li> </ul>
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**STATEMENT OF QUALIFICATIONS  
MATERIAL TESTING AND SPECIAL INSPECTIONS  
IN THE CITY OF ANTIOCH**

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*List of relevant projects or assignments:*

- ✦ **Project(s): City of Burlingame**  
City of Burlingame – 2013 - 2022 Street Rehabilitation Project  
Parking Lot Resurfacing Project

**Contact:**  
Mr. Kevin Okada  
City of Burlingame  
650-558-7213

**Description of Work Performed:**

Provide Quality Assurance sampling and testing consisting of, but not limited to, compaction testing of soil, aggregate and asphaltic concrete materials, as well as sampling and laboratory testing of various soil and concrete materials. Also provide AC plant inspection and sampling during production for overlay projects.

- ✦ **Project(s): Rodeo Sanitary District**  
Sewer Year 1, 2A, 2B, 3A, 3B and 3C Improvements

**Contact:**  
Mr. Steven Beall  
Rodeo Sanitary District  
510-799-2970

**Description of Work Performed:**

Provide Quality Assurance sampling and testing of soils, asphaltic concrete, Portland Concrete Cement materials including but not limited to compaction testing, AC plant inspection and sampling during production for overlay projects as well as PCC sampling and testing for slump, compressive strength testing.

- ✦ **Project(s): City of San Leandro**  
Annual Overlay 2018-2020

**Contact:**  
Dave O'Connor w/ City of San Leandro  
510-577-3440



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List of relevant projects or assignments continued:

**Description of Work Performed:**

Provide Quality Assurance sampling and testing of soils, asphaltic concrete, Portland Concrete Cement materials including but not limited to compaction testing, AC plant inspection and sampling during production for overlay projects as well as PCC sampling and testing for slump, compressive strength testing.

**Project:** San Leandro Unified School District  
Pacific Sports Complex & Burrell Field, San Leandro HS – Photovoltaic (Solar) Project, John Muir Middle School – Photovoltaic Project, San Leandro HS – Open Space Project, Madison Elementary – Parking Lot Paving Project, Wilson Elementary – Security Fencing, Washington Elementary – Security Fencing, Wilson Elem. / Muir Middle – Parking Lots & Field Improvements

**Contact:**  
John Howell  
San Leandro Unified School District  
[John.howell@weareharris.com](mailto:John.howell@weareharris.com)

**Description of Work Performed:**

Provide Quality Assurance sampling and testing consisting of, but not limited to, compaction testing of soil, aggregate and asphaltic concrete materials, as well as sampling and laboratory testing of various soil and concrete materials. TEI also performed concrete and steel inspection and sampling for project compliance.

**Project(s):** City of Martinez  
Downtown Arterial Paving Project  
Two Cities Curb/Ramp Improvements

**Contact:**  
Randy Leptien w/ City of Martinez  
925-372-3527  
Greg Jacobs w/ Jacobs Engineering

**Description of Work Performed:**

Provide Quality Assurance sampling and testing of soils, asphaltic concrete, Portland Concrete Cement materials including but not limited to compaction testing, AC plant inspection and sampling during production for overlay projects, asphalt coring, as well as PCC sampling and testing for slump, compressive strength testing.



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**STATEMENT OF QUALIFICATIONS  
MATERIAL TESTING AND SPECIAL INSPECTIONS  
IN THE CITY OF ANTIOCH**

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Scope of Services Provided

**Field Inspection**

Testing Engineers provides a full range of field inspections, from Code Required Special Inspection and Quality Assurance Construction Inspections, to Soils and Asphalt services. Our inspectors have industry certifications and years of experience to ensure the services provided by your contractors meet industry and jurisdictional requirements.

TEI's registered professional engineers are in charge of all testing, inspection, and quality control assignments entrusted to us. Our engineers are members of national professional societies, and provide oversight and assistance to our field inspectors during the inspection of:

- Steel fabrication, welding, high-strength bolting
- Ultrasonic weld testing
- Reinforcing and prestressing steel
- Concrete batching and placement
- Precast, prestressed and post-tensioned concrete
- Gunite/Masonry/Fireproofing
- Epoxy and expansion anchor testing
- Nuclear Density Relative Compaction Testing
- Soils Placement Inspection
- Asphaltic Concrete Placement Inspection
- Asphaltic Concrete Hot Plant Inspection
- Asphaltic Concrete Coring
- Public Works Project Inspection
- Soil Strength Determinations (R-Value)
- Asphaltic Concrete Stability Determination
- Asphaltic Concrete Marshal Testing



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**TESTING ENGINEERS INC.**

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### Laboratory Services

Our materials testing laboratory as well as our soils and asphalt laboratory, give Testing Engineers an unparalleled ability to provide accurate, timely answers to your materials testing questions. Whether it is quality assurance testing of reinforcing steel for a major construction project, or legal discovery documenting the strength of plastic wrap, our labs can test it. From micro-hardness testing and electron microscopy to ultimate strength testing of high-strength bolts, TEI's labs have the equipment and personnel to get the job done. Accredited by IAS, AASHTO, and with Report Acceptance by ICC-ES (formerly ICBO), the labs at Testing Engineers are capable and qualified to fulfill your needs.

#### Here are some of the laboratory tests we perform:

- Dimension Stone Testing
- Soils / Aggregate Density Determination
- Sieve Analysis on Soils / Aggregates
- Aggregate Durability Testing
- Asphaltic Concrete -- - Asphalt Content
- Asphaltic Concrete – Density Determination
- Equipment Capabilities: Tension and compression up to 400,000 lbs.
- Macro Hardness Testing: Laboratory and portable – Rockwell regular and superficial and Brinell (ASTM A370, E718, F606, E10, E110, E1842)
- Tensile Testing: Weld Tensile, Machined Specimens (full and sub-size), Reinforcing Steel, Castings, Bolts, Post Tension Cables (AWS, ASME, API, ASTM, A370, E18)
- Charpy Impact Testing: Full and sub-size reduced temperature, Weld, HAZ, Base Material (ASTM E23)
- Bend Testing: Welds, Material Conformance (AWS, ASME, API, ASTM, A370, E190, D522)
- High Strength Bolt Testing: Proof-Load, Axial Wedge Tension Tests, Rotational Capacity (ASTM A370, F606, A325, F436, B564, A490, A194)
- Macro Etching: Weld Evaluation, Material Characteristics (AWS, ASME, API, ASTM E340)
- Micro Etching: Metallographic Preparation and Photo Micrographs, Material Characteristics, Grain Size, Ferrite Determination, etc. (ASTM E3, E112, E883)
- Polymeric Mechanical Testing: Tensile, Compression Flexural, Stress vs. Strain, FRP Tensiles, Durometer (ASTM D3039, D2240)



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**TESTING ENGINEERS INC.**

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*Laboratory Services - continued*

- Paints and Coatings: Thickness Determination (nondestructive magnetic and destructive), Cross Hatch Adhesion, Pull-off Strength (ASTM A90, A153, B965)
- Toys and Product Conformance: Consumer Product Safety Commission
- Slip and Fall: Coefficient of Friction
- Weld Procedure & Welder Qualification: Consult and Certify (AWS, ASME, API, AWWA, Military Standards, etc.)
- Fastener Testing: Nails, Screws, Staples – dimensional, tensile, lateral resistance (shear), withdrawal, bending yield strength, ductility, coating (AC116, AC118), AC120, AC201, F1667, A153, A90, D1761, AISI TS-4-002 & TS-5-02
- ICC-ES: Product Testing for Code Submittal (various products)
- Underground Utility Vaults: ASHTO 10 & 20, Western Underground
- Hydraulic Ram: Load Verification
- Braze Procedure & Brazier Qualification: Consult and Certify (AWS, ASME, API, AWWA, Military Standards, etc.)
- Failure Analysis: Root Cause Analysis
- Corrosion Testing: (ASTM A262, G28, G48)
- Flexural Testing & Modulus of Rupture: (ASTM D3790, C78, C293, D4476, C1161)
- Depth of Case Decarburization: (ASTM E1077, B934, B931, SAE J432)
- Shore Hardness: Rubber and Plastics (ASTM C886)





# EXHIBIT "B"



**TESTING ENGINEERS, INC.**

*General Authorization/Fee Schedule for Field  
& Laboratory Services*

**2023 - 2023 SCHEDULE OF FEES AND CHARGES**

**PROFESSIONAL SERVICES**

	Per Hour
Principal Engineer.....	\$ 300.00
Consulting Engineer.....	175.00
Metallurgical Engineer.....	150.00
Staff Engineer.....	130.00
Project Manager.....	130.00
Materials Science/Construction Specialist.....	126.00
Laboratory Technician.....	120.00
Clerical/Administrative Assistant.....	70.00

**FIELD SERVICES**

	Per Hour
<b>Special Inspection – Concrete, Welding, Masonry,...</b>	<b>\$ 124.00</b>
Anchors, Proof Load, Shotcrete, Reinforcing Steel, etc.	
Soils - Compaction, Sampling, Asphaltic Concrete, etc..	124.00
Coring – One man w/ Equip.....	160.00
Portable Digital Reinforcing Scanner.....	140.00
Surface Penetrating Radar.....	150.00

**EQUIPMENT CHARGES**

*(Add to Hourly Base Labor Rates)*

Nuclear Density Probe.....	\$ Included
Magnetic Particle, & Dye Penetrant.....	15.00
Proof-Load Equipment & Ultrasonic Equipment.....	15.00
Windsor Probe, Schmidt Hammer & Elcometer.....	15.00
Torque Wrench & Bolt Tension Calibrator for HSB.....	15.00

**CONCRETE LABORATORY**

	Each
Compression Test, 6x12 Cylinder ASTM C39.....	\$ 47.00
Cylinders Stored and Cured (Hold Cylinders 28 days).....	47.00
Cylinder Molds.....	3.00
Flexural Test, 6x6x8...ASTM C78.....	140.00
Splitting Tensile, 6x12 Cylinder ASTM C496.....	65.00
Unit Weight of Concrete Cylinder ASTM C567.....	40.00
Shrinkage ..... ASTM C-157 Mod Set of 3.....	380.00
Review of Mix Design.....	300.00
Trial Batches, (Prepared in lab, exclud cyl testing).....	600.00
Cylinder Pick-up, Zone 1, 0-40 Miles.....	99.00
Compression of Cores.....ASTM C42.....	85.00
Production of Shotcrete Panels, 4 Cores & Compression.....	400.00
Coring of Pre-Construction Shotcrete Panel, Compression & Evaluation (per nozzle/man).....	900.00

Compression Test, 2x2x2 Cubes.....	52.00
Modulus of Elasticity 6 x 12 ASTM C469.....	380.00
Light Weight Insulating Concrete:	
3" x 6" Cylinders ASTM C-495.....	52.00
Compression Test, Including Mold.....	41.00
Unit Weight Test, Including Mold.....	80.00

**MASONRY LABORATORY**

	Each
Compression Test	
Mortar 2x4 Cylinder.....	\$ 47.00
Block ASTM C140.....	80.00
Grout Specimen, 4x4x8.....	47.00
Composite Grouted Prism.....	195.00
Cores (Face Shell Shear or Comp.).....	85.00
Absorption, Moisture and Content ASTM C140.....	110.00
Unit Weight.....	55.00
Linear Shrinkage – ASTM C426.....	*QOR
Tensile Test – CMA Method.....	*QOR
Non Standard Block (All Tests).....	*QOR

**METALLURGICAL SERVICES**

	Each
Reinforcing Steel: ASTM A-615 & A-706	
Tensile Test #3 - #8 bars.....	\$ 70.00
Tensile Test #9 - #11 bars.....	100.00
Tensile Test #14 bar.....	310.00
Structural Steel (not including machining)	
a. Tensile Tests	
- Specimens up to 1 sq.in.....	65.00
- Specimens up to 1½ sq.in.....	110.00
- Specimens over 1½ sq.in.....	220.00
b. Bend Test	
#7 bars and Smaller.....	55.00
#8 bars and Larger.....	95.00
c. Weldment Testing (not including machining):	
Tensile Test, Reduced Section.....	75.00
Macrotech Test.....	85.00
Charpy Impact Test.....	48.00

*\*Items a, b and c may require machining or extensive preparation. Prices will be quoted on request.*

**NDT FIELD TESTING SERVICES**

	Per Hour
A. NDT Services VT, MT, PT.....	\$ 149.00
Ultrasonic Testing (UT).....	149.00



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# TESTING ENGINEERS, INC

General Authorization/Fee Schedule for Field & Laboratory Services

## SOILS LABORATORY

Plasticity Index ..... ASTM D-4318 .....	\$ 200.00
Compaction Curves..... ASTM D-1557:	
4" .....	300.00
6" .....	300.00
Calif. 216 .....	300.00
"R" (Resistance) Value (Min. 3 Pts.) .....	Calif. 301
Includes Untreated Soils.....	350.00
Includes Lime, Cement or Other Additives.....	350.00
California Bearing Ratio, Per Point ASTM D-1883.....	200.00
Moisture Content Determination ASTM D-2216.....	25.00
Soil Classification, ASTM D-2487.....	350.00
(Includes Sieve Analysis and Plasticity Index)	

## AGGREGATES LABORATORY

Sieve Analysis: ASTM C-136, Calif. 202	
Coarse .....	\$ 90.00
Fine .....	105.00
Combined .....	170.00
Specific Gravity, (Includes Absorption)	
Coarse, ASTM C-127 .....	140.00
Fine, ASTM C-128 .....	140.00
Cleanness Value (1" Maximum) Calif. 227 .....	185.00
Sand Equivalent .....	Calif. 217 120.00
Durability Index..... Calif. 229	
Coarse .....	160.00
Fine .....	160.00
Combined .....	275.00
Crushed Particles, Coarse or Fine Calif. 205.....	130.00
Sodium or Magnesium Sulfate Soundness	
<i>does not</i> Include Sample Preparation or	
Sieve Analysis - Per Size Fraction (5 Cycles)	
..... ASTM C-88, Calif. 214 .....	150.00
Los Angeles Rattler ASTM C-131, Calif. 211.....	230.00
Los Angeles Rattler ASTM C-535.....	310.00
Unit Weight of Aggregate ASTM C-29 .....	80.00
Organic Impurities .....	ASTM C-40 100.00
Flat and Elongated Particles, Per Size	
Fraction..... ASTM D-4791 .....	120.00

## ASPHALTIC CONCRETE LABORATORY

Stability Tests, Premixed per Sample Hveem (Per Specimens)	
..... Calif. 366, D-1560 .....	80.00
Marshall: ASTM D-6926 / D-6927	
3 Specimens, Includes Unit Weights .....	270.00
1 Specimen, Includes Unit Weight .....	100.00
Bitumen Content, Ignition Oven.....	190.00
Gradation on Extracted Sample ASTM D5444 .....	165.00
Asphalt Stripping ASTM D-1664, Calif. 302 .....	150.00
Maximum Theoretical Unit Weight (Rice Gravity)	
..... ASTM D-2041.....	150.00
Unit Weight (on Hveem Sample)	
..... Calif. 308C.....	12.00
Unit Weight on Core..... Calif. 308C.....	24.00
Unit Weight on Cores (SSD)	
..... ASTM D-2726 .....	35.00
Unit Weight (Paraffin Coated),	
..... ASTM D-1188, Calif. 308A .....	40.00
Thickness of Asphalt Cores	
..... ASTM D-3549 .....	12.00
Unit Weight, Including Lab Compaction of	
Specimen .....	Calif. 304 & 308C 70.00
Wet Track Abrasion Tests .....	D-3910 80.00

## FIREPROOFING

Unit Weight .....	ASTM E-605.....	Each	\$ 75.00
Adhesion-Cohesion .....			75.00

## FINAL REPORT/Affidavits

Principal Engineer, Per Hour .....	\$ 300.00
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## MISCELLANEOUS

Storage Charge Per Week.....	\$30.00
Laboratory Test Fees Subject to a Minimum.....	200.00
Trip Charge/Local.....	25.00

FOR A COMPLETE LISTING OF SERVICES  
PLEASE CONTACT OUR OFFICE.



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CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of May 14, 2024

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

**SUBMITTED BY:** Carlos Zepeda, Deputy Public Works Director

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

**SUBJECT:** First Amendment to the Maintenance Service Agreement with Alta Fence Co. for Fencing Parts and Installation Services

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Authorizing the Acting City Manager or designee to make the necessary budget amendment to the operating budget in the amount of \$56,000 in FY 2023/24 from the Delta Fair Fund for Fencing Parts and Installation Services;
2. Approving the first amendment to the Maintenance Service Agreement with Alta Fence Co. for Fencing Parts and Installation Services, which increases the contract by \$225,500 for a total contract amount of \$375,500; and
3. Authorizing the Acting City Manager to execute the amendment to the agreement (Exhibit "1" to the Resolution) in a form approved by the City Attorney.

**FISCAL IMPACT**

The FY 2023/24 Operating Budget includes funding through the Water Enterprise and General Fund for the Fencing Parts and Installation Services ("Project") in the amount of \$169,500. Adoption of this resolution will authorize an increase to the FY 2023/24 funding for the Project by \$56,000 through the Delta Fair Fund and increase the Maintenance Service Agreement with Alta Fence Co. by \$225,500 for a total contract amount of \$375,500.

**DISCUSSION**

On February 11, 2020, the City Council awarded a multi-year Maintenance Service Agreement to Alta Fence Co. ("AFC") in the amount of \$150,000 to provide fencing parts and installation services to ensure that City facilities are secured and protected from potential vandalism, illegal dumping, trespassing and burglary.

Staff is recommending the City Council amend AFC's Maintenance Service Agreement to include additional fencing installations at the Water Treatment Plant, Fulton Shipyard

River Pump Facility and the City owned parcel located at the northeast corner of the intersection of Century Blvd. and Delta Fair Blvd. In addition, fencing around trails, creeks, and open spaces require continuous repairs due to ongoing vandalism, vehicle accidents and aging of fences. This amendment will provide important security improvements to critical facilities and allow existing fencing to be maintained for the remainder of the fiscal year.

**ATTACHMENTS**

A. Resolution

Exhibit 1. Draft First Amendment

B. Maintenance Service Agreement



**ATTACHMENT "A"**

**RESOLUTION NO. 2024/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING A FY2023/24 BUDGET AMENDMENT IN THE AMOUNT OF \$56,000,  
APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH ALTA FENCE  
CO. FOR FENCING PARTS AND INSTALLATION SERVICES AND AUTHORIZING  
THE ACTING CITY MANAGER TO EXECUTE THE AMENDMENT**

**WHEREAS**, on February 11, 2020, the City entered into a multi-year Maintenance Service Agreement with Alta Fence Co. for Fencing Parts and Installation Services with a termination date of June 30, 2024;

**WHEREAS**, staff utilizes Alta Fence Co. to ensure that City facilities are secured and protected from potential vandalism, illegal dumping, trespassing and burglary;

**WHEREAS**, additional fencing installations have been identified as critical to ensure the operational and security needs of the following City owned assets: Water Treatment Plant, Fulton Shipyard River Pump Facility, and the City Lot located at Century Blvd. and Delta Fair Blvd.;

**WHEREAS**, City staff maintains fencing around other City-owned properties such as trails, creeks, and open spaces that require constant repairs, due to ongoing vandalism, vehicle accidents and aging of fences;

**WHEREAS**, this amendment will ensure that staff can maintain and repair these assets for the remainder of the fiscal year in a timely manner;

**WHEREAS**, the City Council has considered authorizing the necessary budget amendment to the operating budget in the amount of \$56,000 in FY 2023/24 from the Delta Fair Fund for Fencing Parts and Installation Services; and

**WHEREAS**, the City Council has considered approving the first amendment to the agreement with Alta Fence Co. for Fencing Parts and Installation Services for additional services in FY 2023/24 in the amount of \$225,500 for a total FY 2023/24 amount not to exceed \$375,500 and authorizing the Acting City Manager to execute the amendment.

**RESOLUTION NO. 2024/\*\*\***

May 14, 2024

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

1. Authorizes the Acting City Manager or designee to make the necessary budget amendment in the amount of \$56,000 in FY 2023/24 from the Delta Fair Fund for Fencing Parts and Installation Services;
2. Approves the first amendment to the Maintenance Service Agreement with Alta Fence Co. for Fencing Parts and Installation Services, which increases the contract by \$225,500 for a total contract amount of \$375,500; and
3. Authorizes the Acting City Manager to execute the first amendment to the agreement (Exhibit "1") in a form approved by the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 14th day of May 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**AMENDMENT NO. 1 TO AGREEMENT  
FOR MAINTENANCE SERVICES FOR FENCING SERVICES**

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR FENCING SERVICES** is entered into this **14 day of May 2024**, by and between the CITY OF ANTIOCH, a municipal corporation (“City”) and **Alta Fence Co.**, with its principal place of business at **P.O. Box 1523, Martinez CA 94553** (“Contractor”).

**RECITALS**

**WHEREAS**, on February 11, 2020, City and Contractor entered into an Agreement for Maintenance Services for Fencing services: parts, repairs, and installation (“**Agreement**”) in the amount of **\$150,000 Per Fiscal Year** for the period beginning on **February 26, 2020, and ending on June 30, 2024**; and

**WHEREAS**, on May 14, 2024, the City Council has considered a first amendment with Contractor increasing the total compensation of the Agreement for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024 in the amount of \$225,500 for a total amount not to exceed \$375,500 for that Fiscal Year, to provide fencing parts and installation services for the remainder of the contract term.

**NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:**

**Section 2. Compensation** of the Agreement shall be amended to read as follows:

The total compensation under this Agreement shall not exceed **\$150,000 per fiscal year in Fiscal Years 2020 through 2023 and \$375,500 in Fiscal Year 2023/24** with the details set forth in Exhibit B, which is hereby attached and incorporated by reference into this Agreement.

All other terms and conditions of the Agreement shall remain in full force and effect.

**SIGNATURE PAGE FOR  
AMENDMENT NO. 1 TO AGREEMENT  
FOR MAINTENANCE SERVICES FOR FENCING SERVICES**

CITY OF ANTIOCH:

[NAME OF Contractor]

By: \_\_\_\_\_  
Kwame Reed  
Acting City Manager

By: \_\_\_\_\_  
John Jones, Owner  
Alta Fence Co.

ATTEST:

\_\_\_\_\_  
Ellie Householder  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas Lloyd Smith  
City Attorney

## ATTACHMENT "B"

### MAINTENANCE AND TRADE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 26<sup>th</sup> day of February 2020 between **Alta Fence Co.** ("Contractor"), whose address is **PO Box 1523, Martinez, CA 94553** and telephone number is **925-335-9562** and the CITY OF ANTIOCH, a municipal corporation ("City").

#### RECITALS

A. Contractor is qualified and experienced in providing services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to obtain these services from Contractor for the purposes provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Contractor agree as follows:

1. **Services to be Performed.** The work will consist of providing **Fencing** services for the City of Antioch to **provide fence parts and installation** as described further in Exhibit A, Scope of Work, which is hereby attached and incorporated by reference into this Agreement.
2. **Compensation.** The total compensation under this Agreement shall not exceed **\$150,000.00 Per Fiscal Year**, with the details set forth in Exhibit B, which is hereby attached and incorporated by reference into this Agreement.
3. **Term.** The term of this Agreement will expire on **June 30, 2024**.
4. **Method of Payment.** Payment shall be made within thirty (30) days of receipt of Contractor's invoice and approval by City. Delivery of any goods shall not constitute acceptance of any goods.
5. **Indemnification.** Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

6. **Insurance.** During the term of this Agreement, Contractor shall maintain insurance from insurers that have an AM Best rating of no less than A:VII at Contractor's own cost and expense and such insurance coverage shall consist of insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work under this Agreement and the results of that work by the Contractor, its agents, representatives, employees or subcontractors including the following:

a. **Commercial General Liability. ("CGL").** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. **Railroad Protective Liability.** If Contractor's services include work within fifty (50) feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than **\$5,000,000**.

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

d. **Workers' Compensation Insurance.** As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. For services deemed public works, by signing this agreement, Contractor is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

e. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

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



ii. *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

iv. *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.

v. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the 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.

f. Certificate of Insurance and Endorsements. 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.

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

h. Higher limits. 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 the City.

7. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and other requirements set forth in the bid

or contract documents; otherwise City shall not have the right to control the manner or means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

8. **Warranty Against Defects.** Contractor warrants all work done and goods provided under this Agreement shall: (a) meet all conditions of the Agreement; (b) shall be free from all defects in design, material and workmanship; and (c) shall be fit for the purposes intended. If any defects occur within twelve (12) months following acceptance or any longer period of time provided by Contractor's standard warranty, Contractor shall be solely responsible for the correction of those defects.

9. **Labor Code Prevailing Wage.** To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

10. **Notices.** This Agreement shall be administered by Carlos Zepeda, Operation Supervisor ("**Contract Administrator**"). Any formal written notice to Contractor shall be sent to:

John Jones  
PO Box 1523  
Martinez, CA 94553

Any formal written notice to City shall be sent to:  
City Manager  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

**11. Miscellaneous Provisions.**

a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of goods accepted and/or work completed when notice is received. Contractor may not terminate this Agreement.

b. Contractor shall not assign or transfer this Agreement.

c. If either City or Contractor waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

d. This Agreement constitutes the entire understanding of the parties.

e. This Agreement may only be modified by a writing signed by the authorized representative of both parties.

f. Contractor covenants that it has obtained all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.

g. Contractor shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws.

h. Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.

g. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.


i. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Contra Costa County, California.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF ANTIOCH:

By:   
Rowland E. Bernal, Jr., City Manager

CONTRACTOR: Alta Fence Co

By:   
Title: President


By:   
Title: Sec

(Second signature required if a corporation)

ATTEST:

  
Arne Simonsen, CMC, City Clerk of City of Antioch

APPROVED AS TO FORM:

  
Thomas Lloyd Smith, City Attorney

**EXHIBIT A**



**REQUEST FOR PROPOSAL**

**BID NO. 330-0211-20A**

**FENCING PARTS & INSTALLATION**

**BID DUE DATE: February 11, 2020 at 2 PM**

## **I. GENERAL CONDITIONS**

- 1. General Information** - The Public Works Department of the City of Antioch, California, will receive bid responses at its office located at [1201 W. 4<sup>th</sup> Street, Antioch, CA 94509](#) on February 11, 2020 at 2 PM.

Questions relating to specifications or technical questions must be submitted via email to [czepeda@ci.antioch.ca.us](mailto:czepeda@ci.antioch.ca.us). Bidders are **NOT** to pursue City staff by telephone or in person.

- 2. Form of Bid** - The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted.
- 3. Interpretation of Bids** - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder shall submit a formal request to the Public Works Department for an interpretation thereof **prior** to the bid opening to the attention of Tammany Brooks at [tnbrooks@ci.antioch.ca.us](mailto:tnbrooks@ci.antioch.ca.us). The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum published on the City's website, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.
- 4. Addenda** - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract. It is the bidder responsibility to check the City of Antioch website, for any addenda that may have been issued prior to the bid/proposal due date. <https://www.antiochca.gov/rfps/>
- 5. Bid Opening** - Bids shall be delivered to the Public Works Department of the City of Antioch located at [1201 W. 4th St. Antioch, 94509](#) on or before the day and hour set for the opening of bids. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.
- 6. Late Bids** - Any bids received after the scheduled time of opening will be clocked in, but will not be opened or considered.
- 7. No Bid** - If a bid is not made, the bid form must be returned and the reason for not bidding stated; otherwise the vendor's name will be removed from the bidders list. If a bid is submitted without an amount, it will not be considered.
- 8. Award or Rejection** - The bid will be awarded to the lowest responsive and responsible bidder offering the best value to the City and will be announced by way of publishing to the City's website. Best value is based on all factors, including: cost (unit prices and total prices); contractor's ability, capacity and skill; ability to perform within the time required; character, integrity, reputation, judgment, experience and efficiency of contractor; quality of contractor's performance on previous purchases or contracts, if applicable; and the ability of the contractor to provide future maintenance, repair, parts and services, if applicable.

The City reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. It is anticipated that all items will be purchased, however the City reserves the right to change quantities prior to the award. Estimated quantities are no

guarantee of a certain quantity to be ordered by City. The City reserves the right to make the award to the overall low bidder, or split the award amongst the bidders. If the bid is on an "all or nothing" basis, this must be stated on the bid form.

For the purpose of evaluating bids for multiple awards, the sum of \$175.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded. Individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.

9. **Terms and Conditions** - The bidder shall not change the wording on the specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.
10. **Brand Names**- The make or brand and grade of the article on which the bid is submitted should be stated on the bid form.
11. **Payment Terms** - Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms at the City of Antioch are Net 30 days.
12. **FOB Point** - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.
13. **Approved Equal – Brand names and numbers, when used, are for reference to indicate the character or quality desired.** The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration if literature is submitted with the bid showing that the product is of equal or better quality and utility to that specified by the City. Determination of acceptability of any product shall be solely at the City's discretion.
14. **Tax** - No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes.
15. **Samples** - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense unless retained by City for future comparison.
16. **Inspection** - All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.



**17. Assignment** - No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.

**18. Warranty** - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid. Contractor warrants all work done and goods provided under this Agreement shall at the minimum: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within said 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.

**19. Timely Delivery** – If indicated in the bid form, bidder shall indicate time of delivery as the number of calendar days following receipt of the order by the contractor to receipt of the goods or services by the City. Time of delivery may be a consideration in the award.

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

**20. Liquidated Damages** - If delivery 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 two hundred (\$200 .00) dollars per day for each and every calendar day delay in finishing a job order.

**21. Termination for Default** - The City may, by written notice of default to the vendor/contractor, terminate the contract in whole or in part should the vendor/contractor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor/contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**22. Termination for Convenience** - The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the contractor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**23. Fiscal Year** - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

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

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

**25. Business License** -- The City of Antioch requires that any contractor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor) or services provided.

**26. Governing Law** - This contract shall be construed and interpreted according to the laws of the State of California with venue for any action under this Agreement in Contra Costa County, California.

**27. Liabilities** -- Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

**28. Right to Audit** -- The City of Antioch reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

**29. Assignment** -- In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

- 30. Surety Bonds** – The Bidder is required to submit a bidder's bond if included on the Bid Form. Unless stated to the contrary in the Detailed Specifications, Contractor is required to provide the following surety bonds from an admitted and authorized surety in California in the full amount of the work to be performed: A Performance Bond and a Payment Bond.
- 31. Prevailing Wage** - Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California.

To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

The City reserves the right to request and review the contractor's payroll records in the form of certified payroll records. In the event certified payroll records are requested, they are to be submitted via email to [tnbrooks@ci.antioch.ca.us](mailto:tnbrooks@ci.antioch.ca.us). Furthermore, Contractor is to submit two sets: one complete and one redacted of private information [On the second copy the name, address and social security number of the individual employees must be redacted (blacked out).]

- 32. Appeals** -- Any actual or prospective bidder, or contractor that has a grievance in connection with any City solicitation or award of contract may protest in writing pursuant to the provisions in Antioch Municipal Code section 3-4.03. Protestors are urged to seek resolution of their complaints initially with the using department.

- 33. Contract Documents** - The work embraced herein shall be performed at the locations covered in this bid and in accordance with the current Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation. In addition to the State Specifications, the following will also apply: these Specifications; the Proposal; the Contract, required herein; any supplemental agreements amending or extending the work; working drawings or sketches clarifying or enlarging upon the work specified herein; and to pertinent portions of other documents included by reference thereto in these Specifications.

The Successful bidder shall be expected to agree to and comply with all terms addressed in the attached Sample Maintenance and Trade Services Agreement. The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Conditional bids cannot be accepted.

**34. Insurance** -- Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

All certificates and endorsements must be emailed to [lnbrooks@ci.antioch.ca.us](mailto:lnbrooks@ci.antioch.ca.us), with the name of the contract clearly identified on the certificates and endorsements AND annual renewals automatically be generated and emailed as instructed.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01), Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation: As required by the State of California.
4. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

Additional requirements if applicable:

5. Builder's Risk: Completed value of the project with no coinsurance penalty provisions for construction project.
6. Professional Liability: \$1,000,000 as needed for design/build and other professional services.
7. Contractor's Pollution Liability: \$1,000,000 per occurrence \$2,000,000 policy aggregate if hazardous materials are involved.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. *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.
5. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the 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.

Certificate of Insurance and Endorsements: 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.

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 by City.

Verification of Coverage: Contractor shall furnish the Entity with original certificates and amendatory **endorsements** affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

## **II. SPECIFICATIONS**

### **Hours Of Operation**

The Contractor shall have a representative available to meet with City of Antioch personnel during the normal City working hours, which are 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. Contractor may work on Saturdays with prior permission from City representative. Per Antioch Municipal Code, Section 5-17-05, construction noise is limited on weekdays, 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 within 300 feet of occupied dwellings.

### **Payments & Invoicing**

Invoices must list the City issued purchase order number and be itemized as per the bid submittal worksheet including the location line item numbers. Any City approved changes must be listed on the invoice separately. All information is to be provided in email format and paper copy if directed so.

### **Bonds**

The successful bidder shall be required to furnish a Performance Bond and a Payment Bond, both in the amount of one hundred percent (100%) of the Total Bid Price.

### **City To Provide**

- Inspection (unless notified otherwise)
- General direction and specific instructions when needed
- Locations with maps of areas that need repair
- The City's Construction Details (CDs)

### **Scope Of Work**

The City of Antioch is requesting bids for a (3) three-year contract with possible (2) two, (1) one-year extensions for fencing parts and installation/repairs of fencing including, but not limited to, chain-link, vinyl, steel guard rails, and path guard posts (bollards) on an as-needed basis. All work is to be done in a neat and orderly manner, in accordance with industry standards and/or required code. The Contractor will be required to follow all specifications set in the City's Construction Details (specifically L-01 and L-02). The Contractor must comply with all National, State and Local codes and pay all applicable cost, fees and permits. Upon completion of work Contractor shall clear the job site of all work debris. The Contractor must respond to the City of Antioch and any of its representatives within 24 hours of being notified of work to be done. The Contractor will then have 3 business days after they have responded to the City to provide a quote for the work being requested unless explicitly told otherwise. Once the City has approved the quote, Contractor must begin work within 5 business days of receiving approval. If the Contractor fails to meet any of the deadlines without prior written permission from the City stating otherwise, the City may choose to move on to the next lowest, responsible bidder. Although services under this contract shall normally be performed during normal working hours, Monday through Friday, 7:00 A.M. to 4:00 P.M., The Contractor may be required to work outside these hours, specifically in case of an emergency. Upon award, the Contractor shall provide the City Representative with the telephone number(s) of the person or persons to be called in case of an emergency

### **Contractor To Provide**

A safe, motivated, and skilled crew capable of productively making the specified fencing repairs in a highly efficient and productive manner. Contractor shall also be responsible for completing all aspects of the job including but not limited to labor, materials, equipment, notification, traffic control, utility marking and any other incidentals required to complete the work safely and efficiently. The contractor will be required to replace or redo any portion of the work that does not meet the approval of the City. The City of Antioch will be the sole judge of the quality of the work. All punch list work or redo's will be at the complete expense of the contractor. At least one crew member must be able to communicate with City staff in English both verbally and in writing. Contractor's crew members must act professionally and communicate with City customers in a polite and courteous way at all times. If quality or conduct does not meet our standards, the City will, at its own discretion, stop the job and move to the next responsible bidder. Safety Standards: Items furnished shall meet requirements of the Occupational Safety and Health Act (OSHA), Federal, State and local requirements, in addition to requirements of appropriate safety standard organizations. Contractor will be solely responsible for marking utilities (USA) when performing work that requires it and will be solely responsible for any damage

that occurs to any underground utility as a consequence of work.

**Other Information**

1. Contractor will be compensated for time and material when rare and unusual working conditions are apparent. The City of Antioch will be the sole judge of what is "rare" and "unusual" working conditions.
2. The annual volume of work is scheduled to be up to \$150,000, however, this is not a guarantee of work or that all funds will be used.
3. Contractor will not leave any job incomplete over a 24 hour period without written permission from the City of Antioch.
4. The City of Antioch intends to retain a minimum of two contractors, one primary and one back-up, in case of emergencies.



**III. BID SUBMITTAL WORK SHEET - BID NO. 330-0211-20A**

Your Company Name: Alta Fence Company  
 Contact Name: John Jones  
 Contact Phone: 925-777-9877  
 Contact Email: altafence@att.net

**A.) PLEASE REFERENCE EXHIBIT A AND EXHIBIT B (THE CITY'S CONSTRUCTION DETAILS SECTION L-01 PAGES 1-4) WHEN QUOTING SECTION 1. PROVIDE A QUOTE FOR BOTH CHAIN-LINK AND VINYL FOR THE MOCK JOB SHOWN IN EXHIBIT A. FOR SECTION 2, PLEASE REFERENCE EXHIBIT B (THE CITY'S CONSTRUCTION DETAILS SECTION L-02). PRICES SHOULD REFLECT LABOR, MATERIALS, EQUIPMENT, NOTIFICATION, TRAFFIC CONTROL AND ANY OTHER INCIDENTALS REQUIRED TO OCOMPLETE THE WORK SAFELY AND EFFICIENTLY.**

**Section 1:**

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
6' Chain-Link Fence	\$ <u>11,017.00</u>	\$ <u>11350.00</u>	\$ <u>11693.00</u>	\$ <u>12047.00</u>	\$ <u>12411.00</u>	\$ <u>58518.00</u>
3' Vinyl Fence	\$ <u>8980.00</u>	\$ <u>9429.00</u>	\$ <u>9900.00</u>	\$ <u>10395.00</u>	\$ <u>10915.00</u>	\$ <u>49619.00</u>

**Section 2:**

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Path Guard Posts (Bollards)	\$ <u>457.00</u>	\$ <u>480.00</u>	\$ <u>504.00</u>	\$ <u>530.00</u>	\$ <u>557.00</u>	\$ <u>2528.00</u>
Path Guard Posts W/ Installation	\$ <u>1107.00</u>	\$ <u>1196.00</u>	\$ <u>1280.00</u>	\$ <u>1369.00</u>	\$ <u>1474.00</u>	\$ <u>6426.00</u>

**Exhibit A  
MOCK JOB FOR BID PURPOSES ONLY**

**18TH ST**

**12' Double Gate**

**Total Fence Length: 460 LF**

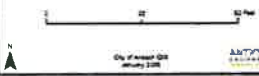
**Wilson St**

**Request for Quote**

**Wilson Street Fence**

-  Fence
-  12' Double Gate
-  Parcels

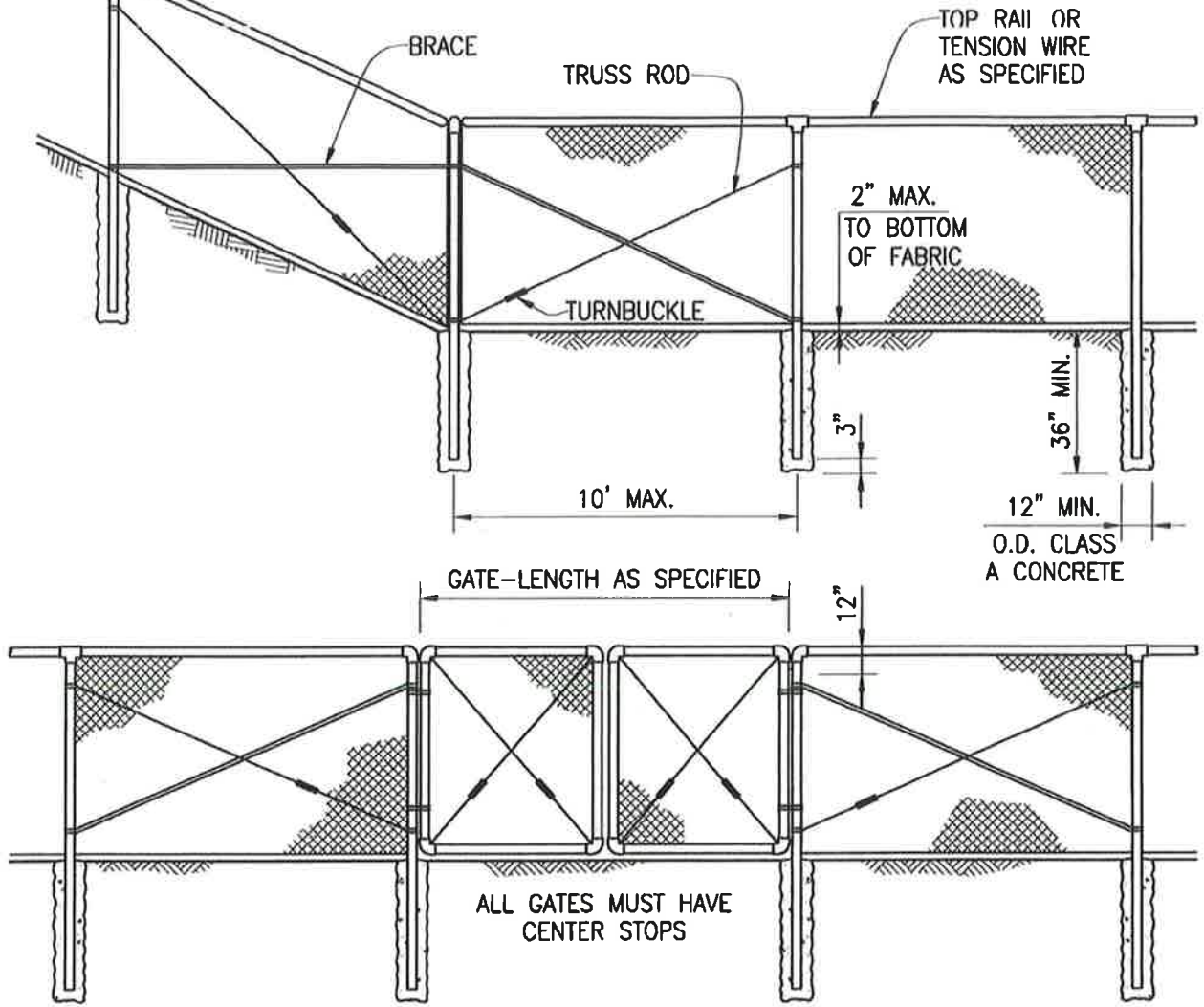
**Total Fence Length: 460 LF**



City of Antioch 2018

ANTIOCH  
CALIFORNIA

# EXHIBIT B



## TYPICAL MEMBER DIMENSIONS

HEIGHT	LINE POSTS	TERMINAL POSTS	TOP RAIL & BRACES	GATE		POSTS
				GATE WIDTH	ROUND (NOM. ID)	
LESS THAN 6'	1½" NOM. ID	2" NOM. ID	1½" NOM. ID	UP THRU 6'	2½"	
	2.72 lbs./L.F.	3.65 lbs./L.F.	2.27 lbs./L.F.	7' THRU 13'	3½"	
STANDARD C LINE POSTS	2.34 lbs./L.F.	OUTSIDE DIMENSIONS	1.875" x 1.625	14' THRU 18'	6"	
				UP THRU 6'	3"	
6' AND OVER	2" NOM. ID	2½" NOM. ID	1½" NOM. ID	7' THRU 13'	4"	
	3.65 lbs./L.F.	5.79 lbs./L.F.	2.27 lbs./L.F.	14' THRU 18'	6"	

T:\PW STANDARD DRAWINGS\CURRENT CDS\AUTOCAD\L-01 - CHAIN LINK FENCING



**CITY OF ANTIOCH  
DEPARTMENT OF PUBLIC WORKS – ENGINEERING SERVICES**

DRAWN BY: S. Rodriguez  
REVISIONS:

**CHAIN LINK  
FENCE**

APPROVED BY:  
*Ron Bernal*  
RON BERNAL, P.E.  
CITY ENGINEER

**L-01 (SHEET 1 of 4)**

DATE: **DEC 20, 2016**



## CHAIN LINK FENCE AND GATES

ALL MATERIALS SHALL CONFORM TO SECTION 80-3 OF THE STANDARD SPECIFICATIONS EXCEPT AS MODIFIED HEREIN BY THESE SPECIAL PROVISION.

**HEIGHT:** STANDARD FENCE HEIGHTS TO BE SIXTEEN FEET (16'), EIGHT FEET (8'), SIX FEET (6'), FOUR FEET (4'), AND THREE FEET (3'), ABOVE GRADE WHEN ERECTED AS SHOWN ON THE PLANS AND DETAILS.

**GALVANIZED FABRIC:** GALVANIZED CHAIN LINK WIRE, HEAVILY ZINC COATED BY HOT-DIP PROCESS AFTER WEAVING, 11 GA. UP TO 84", OVER 84" USE 9 GA., WOVEN IN 2" MESH. TOP AND BOTTOM SALVAGES TO HAVE KNUCKLED FINISH.

WIRE PICKETS, OF WHICH THIS FABRIC IS MADE, SHALL BE OF GOOD COMMERCIAL QUALITY STEEL AND SHALL STAND A TENSILE STRENGTH TEST OF 80,000 LBS. PER SQUARE INCH BASED ON THE CROSS-SECTIONAL AREA OF THE GALVANIZED WIRE.

CHAIN LINK FABRIC TO HAVE A MINIMUM COATING OF 2.0 OZ. OF ZINC PER SQ. FT. TEST FOR COATING TO BE MADE ON A SECTION OF WIRE PICKET 24 INCHES LONG PER ASTM-A90.

**FABRIC WITH REDWOOD PICKETS:** CLEAR HEART REDWOOD STANDARD GRADE A STAINED PICKETS  $\frac{3}{8}$ " x  $2\frac{1}{2}$ " INSERTED VERTICALLY IN EACH MESH OF THE CHAIN LINK FABRIC.

CHAIN LINK WIRE, CLASS III, 0.80 OZ. ZINC COATING PER ASTM A-116, #9 GAUGE WOVEN IN A  $3\frac{1}{2}$ " x  $5\frac{1}{2}$ " MESH. TOPO AND BOTTOM SALVAGE FURNISHED IN KNUCKLED FINISH.

**VINYL-CLAD FABRIC:** CHAIN LINK FENCE SHALL BE AS MANUFACTURED BY COLORGUARD CORPORATION, 1 JOHNSON DRIVE, RARITAN, NEW JERSEY 08869, UNDER TRADE NAME OF "COLORBOND", MADE IN U.S.A. IN ACCORDANCE WITH U.S. GOV'T. SPEC. RR-F-191 TYPE IV, OR APPROVED EQUAL. COLOR SHALL BE SHERWOOD GREEN-MUNSELL COLOR SYSTEM NO. 2-1/2G-2.3/3.5 OR APPROVED EQUAL. THE BIDDER SHALL SUBMIT SAMPLES OF THE FENCING TO BE USED, UPON REQUEST OF THE CITY ENGINEER.

FABRIC SHALL BE 2" COATED WOVEN WIRE MESH WITH KNUCKLED FINISH TOP AND BOTTOM. BASE METAL SHALL BE MEDIUM HIGH QUALITY CARBON STEEL WIRE, TENSILE STRENGTH, 100,000 PSI FOR 9 GA., HOT-DIP GALVANIZED TO AISI SPECIFICATIONS. TYPE 1 COATED WEIGHT FROM SLAB ZINC CONFORMING TO ASTM SPEC. B6. THE WIRE SHALL BE VINYL-CLAD BEFORE WEAVING BY THE THERMAL EXTRUSION PROCESS UNDER PRESSURES TO 5,000 PSI, TO INSURE A DENSE AND IMPERVIOUS COVERING FREE OF VOIDS, HAVING A SMOOTH LUSTROUS SURFACE.

RESIN COATING SHALL BE "BAKELITE" PLASTICIZED POLYVINAL CHLORIDE (PVC) WITH SUITABLE NON-MIGRATORY LOW TEMPERATURE PLASTICIZER, SHALL NOT SUPPORT FIRE COMBUSTION, AND INSULATED FOR 12,000 VOLTS, OR EQUAL. COLORS SHALL BE STABILIZED AND SHALL WITHSTAND A

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### CITY OF ANTIOCH DEPARTMENT OF PUBLIC WORKS – ENGINEERING SERVICES

DRAWN BY: S. Rodriguez

REVISIONS:

## CHAIN LINK FENCE

**L-01 (SHEET 2 of 4)**

APPROVED BY:  
*Ron Bernal*  
RON BERNAL, P.E.  
CITY ENGINEER

DATE: *DEC 20, 2016*

CHAIN LINK FENCE AND GATES (CON'T)

MINIMUM WEATHEROMETER EXPOSURE TEST OF 2,000 HOURS WITHOUT DETERIORATION. THE VINYL COVERED WIRE SHALL WITHSTAND AN ACCELERATED AGING TEST OF A MINIMUM OF 2,000 HOURS AT 145°F, WITHOUT ANY CRACKING OR PEELING AND SHALL EXHIBIT A MAXIMUM SHRINKAGE OF  $\frac{1}{8}$  INCH PER 12 INCHES. THE VINYL-CLAD CHAIN LINK FABRIC SHALL WITHSTAND A MANDRAL BEND TEST (10 X O.D. ON WIRE AT MINUS 50°c) WITHOUT CRACKING.

LINE POSTS: HOT DIP GALVANIZED PIPE 2" NOMINAL DIAMETER, 3.65 LBS. PER LINEAL FOOT FOR FENCES 6 FEET HIGH OR OVER AND 1½" NOMINAL DIAMETER, 2.72 LBS. PER LINEAL FOOT FOR FENCES LESS THAN 6 FEET HIGH.

TERMINAL POSTS: END, CORNER, GATE, AND PULL POSTS HOT-DIPPED GALVANIZED PIPE 2½" NOMINAL DIAMETER, 5.79 LBS. PER LINEAL FOOT FOR FENCES 6 FEET HIGH AND OVER AND 2" NOMINAL DIAMETER, 3.65 LBS. PER LINEAL FOOT FOR FENCES LESS THAN 6 FEET HIGH.

POST SPACING: POSTS TO BE SPACED IN LINE OF FENCE NOT FARTHER APART THAN 10 FT. CENTERS AND SHALL BE SPACED AT EVEN INTERVALS EXCEPT THE POSTS FOR THE 16-FOOT CHAIN LINK FENCE SHALL HAVE 8 FT. CENTERS.

POST SETTING: ALL POSTS TO BE SET 36 INCHES IN CONCRETE FOOTINGS OF NOT LESS THAN 12 INCHES IN DIAMETER AND CROWNED AT THE TOP TO SHED WATER. THE EDGES OF CONCRETE FOOTINGS SHALL BE FLUSH TO THE EXISTING GROUND.

TOPS: ALL POSTS TO BE FITTED WITH HEAVY ORNAMENTAL TOPS APPROVED BY THE CITY ENGINEER. BASE OF TOP TO CARRY APRON AROUND OUTSIDE OF POST AND SHALL BE SECURELY FASTENED TO THE POSTS.

TOP RAIL: HOT-DIP GALVANIZED PIPE 1½" NOMINAL DIAMETER, WEIGHT 2.27 LBS. PER LINEAL FOOT; PROVIDE WITH COUPLINGS APPROXIMATELY EVERY 20 FEET. COUPLINGS TO BE OUTSIDE SLEEVE TYPE AND AT LEAST 7 INCHES LONG. TOP RAIL TO PASS THROUGH BASE OF LINE POST TOPS AND FORM A CONTINUOUS BRACE FROM END TO END OF EACH STRETCH OF FENCE. TOP RAIL TO BE SECURELY FASTENED TO TERMINAL POSTS BY PRESSED STEEL CONNECTIONS, APPROVED BY THE CITY ENGINEER.

TRUSS RODS: HOT-DIP GALVANIZED ¾" STEEL RODS WITH GALVANIZED TURNBUCKLES.

TIE WIRES: TIE WIRES SHALL CONFORM TO SECTION XXX OF THE STANDARD SPECIFICATIONS.

BRACES: HOT-DIP GALVANIZED. BRACE MATERIAL SAME AS TOP RAIL, TO BE INSTALLED AS SHOWN ON THE CHAIN LINK FENCE DETAIL SHEET 1 OF 4. TURNBUCKLES ON TRUSS RODS SHALL BE TIED WITH TIE WIRES TO FENCE FABRIC TO PREVENT LOOSENING BY VANDALS.

TENSION WIRE: A NO. 7 GAUGE GALVANIZED COILED SPRING WIRE TO BE STRETCHED ALONG BOTTOM OF CHAIN LINK FABRIC APPROXIMATELY 6 INCHES ABOVE GRADE. THE CHAIN LINK FABRIC TO BE ATTACHED TO THIS WIRE WITH TIE WIRES SPACED 24 INCHES APART.

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**CITY OF ANTIOCH  
DEPARTMENT OF PUBLIC WORKS – ENGINEERING SERVICES**

DRAWN BY: S. Rodriguez

REVISIONS:

**CHAIN LINK  
FENCE**

**L-01 (SHEET 3 of 4)**

APPROVED BY:  
*Ron Bernal*  
RON BERNAL, P.E.  
CITY ENGINEER

DATE: DEC 20, 2016

**CHAIN LINK FENCE AND GATES (CON'T)**

**FITTINGS:** HOT-DIP GALVANIZED. ALL FITTINGS TO BE MALLEABLE, CAST IRON OR PRESSED STEEL.

**FABRIC BRANDS:** FABRIC TO BE FASTENED TO LINE POSTS WITH FABRIC BANDS SPACED APPROXIMATELY 14 INCHES APART, AND TO TOP RAIL WITH TIE WIRES SPACED APPROXIMATELY 24 INCHES APART.

**GATES:** GATE FRAMES TO BE MADE OF 1½" NOMINAL DIAMETER HOT-DIP GALVANIZED PIPE, WEIGHT 2.72 LBS. PER LINEAR FOOT. CORNER FITTINGS HEAVY PRESSED STEEL OR MALLEABLE CASTINGS. FABRIC SAME AS FENCE. GATES TO BE COMPLETE WITH MALLEABLE IRON BALL AND SOCKET HINGES, CATCH, STOP, AND CENTER REST. HINGES TO PERMIT GATE TO SWING BACK AGAINST FENCE (180'). GATE SIZES GIVEN ARE FROM GATE POST TO GATE POST. ALL GATES SHALL INCLUDE LOCKS. ALL LOCKS SHALL BE AS APPROVED BY THE CITY ENGINEER.

**FRAMEWORK MATERIAL:** ALL POSTS, RAILS AND BRACES HEAVILY HOT-DIPPED GALVANIZED.

**GALVANIZING:** ALL GALVANIZING SHALL BE A MINIMUM OF 2.0 OZ. PER SQ. FT. IMPERFECTLY GALVANIZED MATERIALS OR MATERIALS UPON WHICH ABRASION OF THE GALVANIZING HAVE OCCURRED SHALL BE REJECTED BY THE ENGINEER. ALL REJECTED MATERIAL MUST BE REMOVED FROM THE JOB SITE WITHIN 24 HOURS AFTER NOTICE OF SUCH REJECTION TO THE CONTRACTOR.

**CERTIFICATES OF COMPLIANCE:** SUPPLIERS OF ANY OR ALL MATERIALS SHALL FURNISH A CERTIFICATE STATING THE REQUIRED SPECIFICATION AND THE COMPLIANCE OF MATERIALS TO SPECIFICATIONS.

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**CITY OF ANTIOCH  
DEPARTMENT OF PUBLIC WORKS – ENGINEERING SERVICES**

**DRAWN BY:** S. Rodriguez

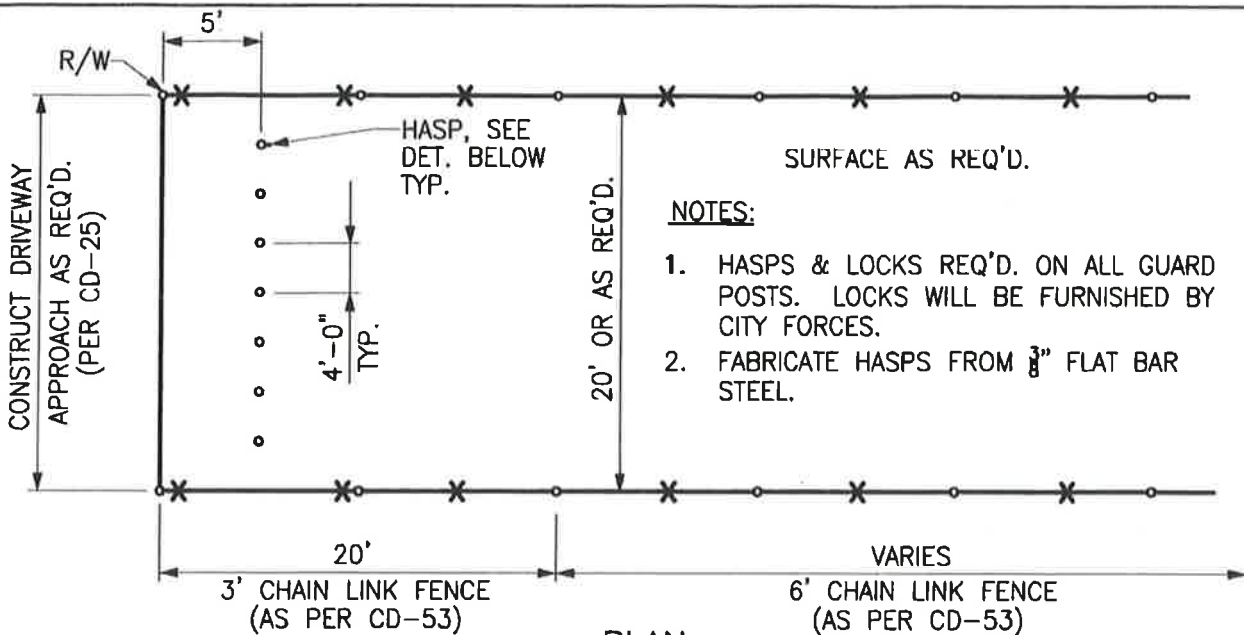
**REVISIONS:**

**CHAIN LINK  
FENCE**

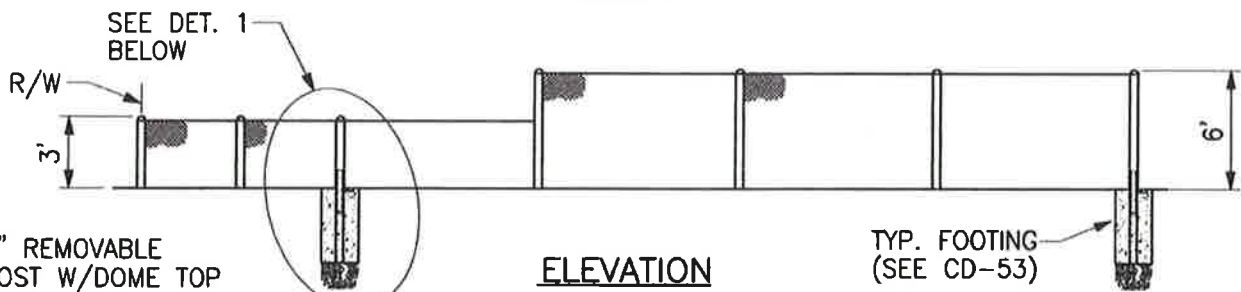
**L-01 (SHEET 4 of 4)**

**APPROVED BY:**  
*Ron Bernal*  
RON BERNAL, P.E.  
CITY ENGINEER

**DATE:** DEC 20, 2016

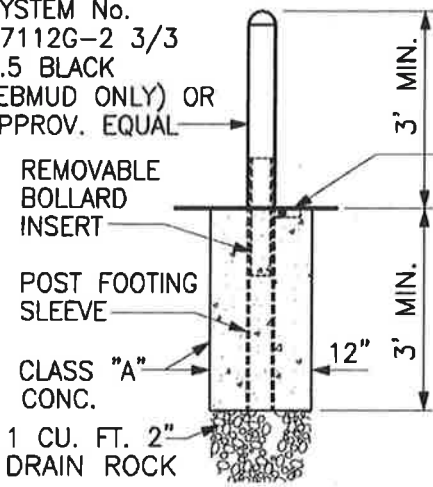


**PLAN**



**ELEVATION**

4" REMOVABLE POST W/DOME TOP  
 SHERWOOD GREEN  
 MUNSELL COLOR  
 SYSTEM No.  
 27112G-2 3/3  
 3.5 BLACK  
 (EBMUD ONLY) OR  
 APPROV. EQUAL

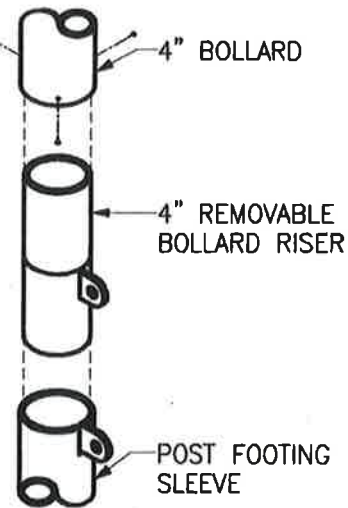


**DETAIL 1**

3 -  $\frac{3}{8}$ "-16x $\frac{5}{8}$ "  
 HEX SOCKET  
 SET SCREWS

CREATE RECESS  
 IN FOOTING FOR  
 INSTALLATION AND  
 REMOVAL OF LOCK

MODEL No. 2190-HR  
 METAL BOLLARD  
 (REMOVABLE)  
 COLUMBIA CASCADE  
 OR APPROVED EQUAL



**INSTALLATION DETAIL**

T:\PW STANDARD DRAWINGS\CURRENT CD'S AUTO\CD\L-02 - PATH GUARD POSTS.DWG



**CITY OF ANTIOCH  
 DEPARTMENT OF PUBLIC WORKS - ENGINEERING SERVICES**

DRAWN BY: S. Rodriguez  
 REVISIONS:

**PATH GUARD  
 POSTS**

**L-02**

APPROVED BY:  
*Ron Bernal*  
 RON BERNAL, P.E.  
 CITY ENGINEER

DATE: DEC 20, 2016



# Park Maintenance Insp

## Inspection

ID: 1281	Location: Village east park	Start: 5/2/24
Asset Type: PARKBOUNDARY	Inspected By: Dingle, Tyler	Finish:
Asset ID: PK31	Resolution:	

Observations:

Comments:

Repairs:

Recommendations:

<u>Questions:</u>	<u>Answers:</u>
Parking Lots / Hardscapes	Meets Standard
Parking Lots / Hardscapes Comments/Condition	
Turf	Needs Improvement
Turf Comments/Condition	Turf-Remove litter.
Plants, Trees, Groundcover	Needs Improvement
Plants, Trees, Groundcover Comments/Condition	Trees-Large fallen branch on turf needs removed. Weeds-Remove from pathways and all other locations. Pathways-Remove broken glass/litter, Safety Hazard. (near play area)
Restrooms	
Restrooms Comments/Condition	N/A

**Questions:**

**Answers:**

**Amenities**

**Meets Standard**

**Amenities Comments/Condition**

**Sports Fields, Courts, Playgrounds**

**Needs Improvement**

**Sports Fields, Courts, Playgrounds  
Comments/Condition**

**Play Area-Sand needs screened/strained.  
Play Area-Remove lots of litter.**

**Miscellaneous**

**Miscellaneous Comments/Condition**

# Park Maintenance Insp

## Inspection

ID: 1277	Location: City park	Start: 5/1/24
Asset Type: PARKBOUNDARY	Inspected By: Dingle, Tyler	Finish: 5/1/24
Asset ID: PKS	Resolution: INSPECTION	

Observations:

Comments:

Repairs:

Recommendations:

<u>Questions:</u>	<u>Answers:</u>
Parking Lots / Hardscapes	Needs Improvement
Parking Lots / Hardscapes Comments/Condition	Parking lot -remove debri,litter,leaves.
Turf	Needs Improvement
Turf Comments/Condition	Turf-tree wells need edging, turf browning up rapidly. Station stuck on . Turf-Remove litter.
Plants, Trees, Groundcover	Needs Improvement
Plants, Trees, Groundcover Comments/Condition	Ground cover-continue removing multiple graffitis on pathways. Trees- Raise low branches 9ft clearance. Planters-Replace multiple dead plants. Planters-Remove lots of weeds.
Restrooms	
Restrooms Comments/Condition	

**Questions:**

**Answers:**

**Amenities**

Needs Improvement

**Amenities Comments/Condition**

Tables-Remove Vulgar Graffiti.

**Sports Fields, Courts, Playgrounds**

**Sports Fields, Courts, Playgrounds  
Comments/Condition**


Sandbox-Needs proper straining/screening.  
Play structure-Remove "223" graffiti on stairs.

**Miscellaneous**

**Miscellaneous Comments/Condition**

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of May 14, 2024  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Derek Traya, Operations Supervisor  
**APPROVED BY:** Scott Buenting, Acting Public Works Director/City Engineer   
**SUBJECT:** Award of a Multi-Year Maintenance Service Agreement with Terracare Associates for Park Maintenance Services

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Awarding a multi-year Maintenance Service Agreement to Terracare Associates for Park Maintenance Services beginning July 1, 2024 through June 30, 2027, in the amount of \$4,232,733 with an annual contingency of \$200,000 for a three (3) year total of \$4,832,733 with an option to extend the agreement two (2) additional years in the amount of \$2,906,482 with an annual contingency amount of \$200,000 for a two (2) year total of \$3,306,482 for a five (5) year amount not to exceed \$8,139,215;
2. Authorizing the Acting City Manager to execute the agreement (Exhibit "1" to the Resolution) in a form approved by the City Attorney; and
3. Authorizing the Acting City Manager or designee to make the necessary budget amendment to the FY 2024/25 Operating Budget in the amount of \$147,032 for Park Maintenance services.

**FISCAL IMPACT**

The FY 2024/25 Operating Budget includes funding through the General Fund and Street Light and Landscape Parks Maintenance funds for Park Maintenance Services ("Project"). Adoption of this resolution will authorize an increase to the FY 2024/25 funding for the Project by \$147,032. Funding for the remaining years of the contract is subject to the City's budget approval process. The complete five (5) year contract amounts are shown in Attachment B.

**DISCUSSION**

On February 29, 2024, Staff solicited qualifications through the local newspaper, builders exchanges and the City's website for Park Maintenance Services. On April 10, 2024, four qualified proposals were received. Based on the content of the qualifications, Staff

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Agenda Item #

determined Terracare Associates provides the best value for the Project.

The Project ensures City parks are well maintained, safe and clean for our community and visitors. The work provides landscaping and maintenance at the Antioch Water Park, Community Center and 35 public parks throughout the City (Attachment C). The Project includes landscape, turf, and playground maintenance; irrigation system operation, maintenance, and repair; weed control; daily garbage removal; restroom janitorial service; minor vandalism repairs; and securing restrooms and parking lot gates.

Staff will oversee the contractor's work and conduct daily inspections and perform follow-up inspections to ensure contract specification compliance. The contractor shall meet this staff on a monthly basis to discuss upcoming maintenance work and any additional requests for service.

**ATTACHMENTS**

- A. Resolution  
Exhibit 1. Draft Maintenance Services Agreement
- B. Proposal Scores with Annual Pricing
- C. Park Maps



**ATTACHMENT "A"**

**RESOLUTION NO. 2024/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE A  
MULTI-YEAR MAINTENANCE SERVICE AGREEMENT WITH TERRACARE  
ASSOCIATES FOR PARK MAINTENANCE SERVICES FOR A TOTAL CONTRACT  
AMOUNT NOT TO EXCEED \$8,139,215 FOR THE FIVE-YEAR PERIOD OF JULY 1,  
2024 THROUGH JUNE 30, 2029 AND AUTHORIZING THE NECESSARY FY 2024/25  
BUDGET ADMENDMENT**

**WHEREAS**, the City has a need to provide landscaping and maintenance to the City's 35 public parks as well as the Antioch Water Park and Antioch Community Center which includes landscape, turf, and playground maintenance; irrigation system operation, maintenance, and repair; weed control; daily garbage removal; janitorial service to restrooms; minor vandalism repairs; and securing restrooms and parking lot gates;

**WHEREAS**, Staff oversees the contractor's work conducting daily inspections as well as follow-up inspections to ensure contract specification compliance. Additionally, Staff meets with the contractor on a monthly basis to discuss upcoming maintenance work and any additional requests for service to ensure City parks are well maintained, safe and clean for our community and visitors;

**WHEREAS**, on February 29, 2024, Staff solicited qualifications through the local newspaper, builders exchanges and the City's website for Park Maintenance Services;

**WHEREAS**, on April 10, 2024, four (4) qualified proposals were received. Based on the content of the qualifications, Staff determined Terracare Associates provides the best value for the Project;

**WHEREAS**, staff recommends that the City enter into multi-year Maintenance Service Agreement with Terracare Associates as described in Exhibit 1;

**WHEREAS**, the City Council has considered authorizing the Acting City Manager to execute the multi-year Maintenance Service Agreement with Terracare Associates Park Maintenance Services beginning July 1, 2024 through June 30, 2027, in the amount of \$4,232,733 with an annual contingency of \$200,000 for a three (3) year total of \$4,832,733 with an option to extend the agreement two (2) additional years in the amount of \$2,906,482 with an annual contingency amount of \$200,000 for a two (2) year total of \$3,306,482 for a five (5) year amount not to exceed \$8,139,215; and

**WHEREAS**, the City Council has considered authorizing the Acting City Manager or designee to make the necessary budget amendment to the FY 2024/25 Operating Budget in the amount of \$147,032 for Park Maintenance services.

**RESOLUTION NO. 2024/\*\*\***

May 14, 2024

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

1. Awards a multi-year Maintenance Service Agreement to Terracare Associates for Park Maintenance Services beginning July 1, 2024 through June 30, 2027, in the amount of \$4,232,733 with an annual contingency of \$200,000 for a three (3) year total of \$4,832,733 with an option to extend the agreement two (2) additional years in the amount of \$2,906,482 with an annual contingency amount of \$200,000 for a two (2) year total of \$3,306,482 for a five (5) year amount not to exceed \$8,139,215;
2. Authorizes the Acting City Manager to execute the agreement (Exhibit "1") in a form approved by the City Attorney; and
3. Authorizes the Acting City Manager or designee to make the necessary budget amendment to the FY 2024/25 Operating Budget in the amount of \$147,032 for Park Maintenance services.

\* \* \* \* \*

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 14th day of May 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**CITY OF ANTIOCH  
MAINTENANCE SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement (“**Agreement**”) is made and entered into this 14th day of May, 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 Terracare Associates, with its principal place of business at 2800 East 18<sup>th</sup> St. Antioch, CA 94509 (“**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 Park Maintenance 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 RFP 988-0410-24 Park Maintenance 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 Parks 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 **July 1, 2024 to June 30, 2027 with the option to extend two (2) additional years through June 30, 2029**, unless earlier terminated as provided

herein. 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 Justin Stewart, 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 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 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 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 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 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 the amount of Four Million Two Hundred Thirty-Two Thousand Seven Hundred and Thirty-Three Dollars (\$4,232,733) with an annual contingency amount of Two Hundred Thousand Dollars (\$200,000) for a three (3) year total of Four Million Eight Hundred Thirty-Two Thousand Seven Hundred Thirty-Three Dollars (\$4,832,733) with an option to extend two (2) additional years for an amount of Two Million Nine Hundred Six Thousand Four Hundred Eighty-Two Dollars (\$2,906,482) with an annual contingency amount of Two Hundred Thousand Dollars (\$200,000) for a two (2) year total of Three Million Three Hundred Six Thousand Four Hundred Eighty-Two Dollars (\$3,306,482) for a five (5) year grand total contract amount not to exceed Eight Million One Hundred Thirty-Nine Thousand Two Hundred Fifteen Dollars (\$8,139,215) 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

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.

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:**

Terracare Associates  
Justin Stewart  
2800 East 18<sup>th</sup> St  
Antioch, CA 94509

**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.

**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.

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.

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 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]**

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF ANTIOCH  
AND TERRACARE ASSOCIATES**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 14th day of May, 2024.

**CITY OF ANTIOCH**

*Approved By:*

\_\_\_\_\_  
Kwame P. Reed  
Acting City Manager

ATTEST:

\_\_\_\_\_  
Elizabeth Householder  
City Clerk

*Approved As To Form:*

\_\_\_\_\_  
Thomas Lloyd Smith  
City Attorney

**TERRACARE ASSOCIATES**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**EXHIBIT "A"**

**SCOPE OF SERVICES**

**III. SPECIFICATIONS**

**PARK LOCATIONS AND APPROXIMATE ACREAGE**

Image and base maps delineating service limits are attached.

<b>Bid Line #</b>	<b>Park Name</b>	<b>Approximate Serviceable Acreage</b>	<b>Address</b>	<b>Cross Street</b>
1	Almondridge Park	8.6	3400 Almondridge Drive	Beechnut Drive
2	Antioch Community Park	46.75	801 James Donlon Blvd	Blythe Drive
3-A	Antioch Community Center	2.48	4703 Lone Tree Way	Deer Valley Road
3-B	Antioch Water Park - Inside	5.19	4701 Lone Tree Way	Hillcrest Avenue
3-C	Antioch Water Park - Outside	23.93	4701 Lone Tree Way	Hillcrest Avenue
4	Bay Miwok Meadows Park	4.88	5151 Trimonti Circle	San Martino Drive
5	Canal Park	6.03	3100 Gentrytown Drive	Curtis Drive
6	Chaparral Park	5.89	5200 Prewett Ranch Drive	Candlewood Way
7	Chichibu Park	6.16	3200 Longview Road	Acorn Drive
8	City Park	5	1000 A Street	10th Street
9	Contra Loma Estates Park	5	2800 Mahogany Way	Manzanita Drive
10	Country Manor Park	21	2800 Asilomar Drive	Carpenteria Drive
11	Dallas Ranch Park	7.99	1137 Prewett Ranch Drive	Mesa Ridge Drive
12	Deerfield Mini Park	6.12	4700 Deerfield Drive	Bucksin Drive
13	Diablo West Park	4.04	2000 Prewett Ranch Drive	Mokelumne Drive
14	Eagleridge Park	5.4	4200 Eagleridge Drive	Greystone Drive
15	Fairview Park	3	1100 Crestview Drive	Fairview Drive
16	Gentrytown Park	14	2800 Carmona Way	Monterey Drive
17	Hansen Park	5.81	5099 Hansen Drive	Nortonville Drive
18	Harbour Park	7.76	2900 Ashburton Drive	Lindley Drive
19	Heidorn Ranch Park	3.27	Vista Grande Drive	Lone Tree Way
20	Hillcrest Park	18	1300 Larkspur Drive	Sunflower Drive
21	Jacobsen Park	1.3	1600 Jacobsen Street	Hargrove Street
22	Julpun Park	8.22	5500 Sierra Trail Way	Summit Way
23	Knoll Park	5	5000 Country Hills Drive	Hillcrest Avenue
24	Marchetti Park	5	2500 Kendree Street	Delta Fair Boulevard
25	Markley Creek Park	4.06	3301 Summit Way	Sommersville Road
26	Meadow Creek Park	5	4707 Vista Grande Drive	Canada Valley Road
27	Meadowbrook Park	2.9	1300 Yellowstone Drive	Hillcrest Avenue
28	Memorial Tree Grove	0.5	Lone Tree Way	Hillcrest Avenue
29	Mira Vista Park	6.8	3000 S Francisco Way	Putnam
30	Mira Vista Hills Park	9.2	2000 Silverado Drive	Gentrytown Drive
31	Mountaire Park	5.1	2600 Sunset Lane	Fleetwood Drive
32	Nelson Ranch Park	9.5	4700 Wildhorse Road	Ridgeline Drive
33	Prosserville Park	1.6	1400 W 6th Street	M Street
34	Village East Park	3.77	2700 Gentrytown Drive	Johnson Drive
35	Williamson Ranch Park	5	5000 Lone Tree Way	Indian Hills Drive

## **HOURS OF WORK – OVERTIME AND HOLIDAYS**

The Contractor shall have a representative available to meet with City of Antioch personnel during the normal City working hours. The normal City working hours are 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. There shall be a Supervisor on site at all locations where work is being performed who can communicate effectively with the public.

City of Antioch's observed holidays:

- January 1<sup>st</sup> - New Year's Day
- Third Monday in January - Martin Luther King, Jr.'s Birthday
- February 12<sup>th</sup> - Lincoln's Birthday
- Third Monday in February - Washington's Birthday
- Last Monday in May - Memorial Day
- Juneteenth
- July 4<sup>th</sup> - Independence Day
- First Monday in September - Labor Day
- November 11<sup>th</sup> - Veteran's Day
- Fourth Thursday in November – Thanksgiving Day
- Fourth Friday in November – Day After Thanksgiving Day
- December 24 (Christmas Eve)
- December 25 (Christmas Day)

When a holiday falls on Saturday, the preceding Friday shall be observed. When a holiday falls on Sunday, the following Monday shall be observed. When December 25<sup>th</sup> falls on Saturday, Friday December 24<sup>th</sup> shall be observed as the Christmas holiday, and Thursday December 23<sup>rd</sup> shall be observed as the Christmas Eve holiday. When December 25<sup>th</sup> falls on Sunday, both Friday and all-day Monday shall be observed as holidays. When December 25<sup>th</sup> falls on Monday, Monday shall be observed as the Christmas holiday and December 22<sup>nd</sup> shall be observed as the Christmas Eve holiday.

## **MAINTENANCE SPECIFICATIONS**

### **Scope of Work**

Furnish all labor, materials, tools, equipment, supervision, and transportation required to maintain the Parks in an attractive condition throughout all seasons of the year. This includes all areas within the Park property lines, the formal Park grounds, all amenities in the Park, the slope easements, cleaning of the parking areas, code required fire breaks, V-Ditches, and trail entrances into the Park. The maintenance work described in these Specifications shall be performed as a continuous and constant program throughout the contract. Work is to be completed to the satisfaction of the City (or designee) or after written notice the City may move to the next lowest responsible contractor. Any additional work not described in these Specifications shall be performed by the Contractor upon written notice from, and at the expense of, the City of Antioch.

### **Scope of Responsibility**

#### **A. Plant Material**

All plants that die or are damaged due to Contractor's negligence shall be replaced at the Contractor's expense, equal in plant size and conforming to these Specifications. Replacement shall be made within fifteen (15) days from the date the defective plant is brought to the attention of the Contractor.

B. Emergency Numbers

The Contractor shall be reachable by phone and email during work hours. In addition, the Contractor shall provide the City of Antioch with a list of local (toll free) 24-hr emergency telephone numbers where he/she can be contacted after normal working hours, on weekends and holidays. This cannot be an answering machine. Emergency calls shall be considered as part of maintenance and shall not be considered as extra work. Emergency Response time, to any site, shall not be more than 60 minutes.

C. Cleanup

It shall be the Contractor's responsibility to maintain all Parks in a condition that is acceptable to the City of Antioch. Cleanup shall be performed by the Contractor and shall include the daily removal of all trash, litter and broken glass, sharps, and broken branches. Leaves, excess soil, empty plant containers, grass cuttings, weeds, dead plant material or any other debris that may accumulate in the parks are to be removed during the next scheduled day of service or as directed by the City.

D. Vandalism

The clean-up cost or repair cost of any individual item of vandalism shall be included in your base bid price per park site unless an individual item exceeds \$200 in value or approximately 4 hours of labor during normal working hours. Extra work pertaining to individual items that exceed \$200 in value must be approved by the City or designee prior to beginning the work. For the purposes of this requirement, "individual item" will mean the quantity of one of any items. Vandalism to multiple items of similar construction, manufacture, use, etc. will not be considered an individual item. For staffing purposes, vandalism costs in any given year are estimated to be \$50,000 and will be carried in the City's contingency as provided for in the contract. Illegal dumping shall not be considered vandalism.

E. Communication / Customer Service

The Contractor's on-site manager must be equipped with a smart phone, lap top computer or other device that can send and receive emails and text messages with attachments for the purpose of processing (including opening/closing and replying to) service complaints using the City's computerized maintenance management system.

The Contractor's on-site manager must respond to service requests within a 60-minute time frame via email or cell communications. The site manager must be able to communicate effectively with City staff in English.

F. Lock/Unlocking Parks with Parking Lot Gates

Parks are open for public use from dawn to dusk. The parks listed below have gates that can be locked to prevent illegal dumping and vandalism. The Contractor is required to unlock these gates at dawn and lock the gates at dusk as part of the regular park maintenance service and is not considered extra work

If vehicles are parked in the parking lot at dusk, the Contractor shall make a reasonable effort to locate the vehicle operator(s) by informing all visible park patrons that the Contractor is locking the gates in five minutes. Once all patrons are notified, the Contractor shall wait five minutes and lock the gates.

The timing for unlocking gates may be critical for school drop off. Marchetti park shall be unlocked no later than 7:30 am Monday through Friday.

The contractor shall work with the City and agree on specific times and be subject to Liquidated Damages in the amount of \$150 for each day for each park (each occurrence morning or evening) that is not unlocked or locked at the agreed upon times.

- 1) Antioch Community- 801 James Donlon Blvd.
- 2) City- 1000 A Street
- 3) Gentrytown- West end of Monterey Dr.
- 4) Hillcrest- 1300 Larkspur Dr.
- 5) Marchetti- 2500 Kendree St.
- 6) Williamson Ranch- 5000 Lone Tree Way
- 7) Chichibu Park- 3200 Longview Road
- 8) Country Manor Park- 2800 Asilomar Drive
- 9) Diablo West Park- 2000 Prewett Ranch Drive
- 10) Nelson Ranch Park- 4700 Wildhorse Road
- 11) Julpun Park- 5500 Sierra Trail Way
- 12) Antioch Water Park- 4701 Lone Tree Way

### **Contractor's Monthly Schedule**

The Contractor shall submit a Monthly Maintenance Schedule via email in PDF format or other suitable format approved by the City, with the specific times and dates for ordinary work performed at each park as required in these specifications . The following information on attached "**Monthly Schedule**" **shall be provided at least 3 ordinary business days (not including weekends) prior to the end of the previous month**, and Monthly Payments to the Contractor may be withheld until an acceptable Monthly Schedule is submitted to the City:

- A. Current irrigation schedule and irrigation checks: current irrigation schedules are expected to be available and monitored online, as well as adjusted online.
- B. Fertilizer applications.
- C. Pruning.
- D. Completion of additional service requests that have been authorized by the City.
- E. Scheduled location by park name or as approved, date, and time frame of maintenance work, number of staff, etc.
- F. Report of all materials repaired or replaced as a result of vandalism.
- G. All spray reports and records required by the Department of Agriculture and the City of Antioch.
- H. Irrigation repair reports

### **Schedule of Park Maintenance Services**

The Following is the **minimum** typical monthly Schedule of Park Maintenance Services:

The City or its designated representative may change requirements based upon seasonal or other considerations. Turf Grass height shall consistently range between 2 to 3 inches year-round.

#### **January**

- A. Check ground drains and "V" ditches for debris blockage. Clear as needed.
- B. Remove silt that has run across sidewalks, parking lots and other hardscape features.
- C. Check for pocket gopher/rodent activity and abate. If the landscape contractor does not control rodents to the satisfaction of the City the services of a licensed rodent abatement contractor will be hired by the City and payment for the services will be deducted from the monthly payment to the Parks Contractor.
- D. Continue dormant pruning and spraying (begin in November).
- E. Start irrigation coverage checks. Flush system as required. – Contractor to supply documentation and status update in monthly report.

- F. Renovate all baseball diamonds in preparation for baseball/softball seasons. Renovations shall include loosening up, leveling, and grading compacted diamond cinder fines and clay.
- G. Continue maintenance care per Specifications.

February

- A. Mow ground cover like Ivy and Hypericum.
- B. Continue irrigation coverage checks and supply updates in reports
- C. Begin spring pre-emergent weed control.
- D. Spray lawns to control emergence of Digitaria (crab grass) weeds, where needed.
- E. Finish dormant pruning and spraying of shrubs, vines, and trees.
- F. Fertilize starting the third week of February:
- G. Continue maintenance care per Specifications

March

- A. Begin application of fertilizer in ground cover areas. Schedule fertilizing with City representative for verification of product and coverage.
- B. Check ground drains and "V" ditches for debris blockage.
- C. Continue spring pre-emergent weed control. - Schedule with City representative for verification of product and coverage.
- D. Spray all turf for broad leaf weeds. This work must be scheduled with the City representative for verification
- E. Establish spring watering program.
- F. Step up frequency of lawn mowing and edging (edge every other mowing).
- G. Finish irrigation coverage checks and extensive repairs and supply updates in monthly report.
- H. Continue grass and weed height control.
- I. Install fresh batteries in non-recharging, solid state and battery powered controllers in the Parks. Check battery condition during season and replace as needed.
- J. Complete replanting of ground cover damaged areas.
- K. Aerate and fertilize lawn areas. - Schedule with City representative for verification of product and coverage
- H. Fertilize all trees in non-ground cover areas. Schedule fertilizing with City representative for verification of product and coverage.
- I. Continue maintenance care per Specifications.

April

- A. Finish application of fertilizer in ground cover areas.
- B. Rebuild basins around young trees and shrubs.
- C. Prune vegetation for line of site obstruction at street intersections and park entrances.
- D. Check for aphid and other infestations in shrubs, ground covers, and trees. Treat as needed. No extra payment for this service will be considered.
- E. Finish spring pre-emergent control in tree wells in lawns as well as other areas.
- F. Continue grass and weed control in non-irrigated open areas and right-of-ways.
- G. Remove stakes and ties from maturing trees where they are no longer needed. At no time can ties be left to restrict tree trunk growth.
- H. Continue maintenance care per Specifications.

May

- A. Trim and replant ground cover, as needed.
- B. Spray for broadleaf weeds in lawns.
- C. Complete grass and weed height control by June 30.
- D. Clear grass away from sprinkler heads in lawns where they are obstructed.
- E. Raise sprinklers if necessary.
- F. Fertilize starting third week of May:



- G. Horseshoe pit maintenance. All horseshoe pits will be repaired, repainted, and have sand added.
- H. Continue maintenance care per Specifications.

### June

- A. Clean and adjust irrigation heads on a regular basis throughout summer.
- B. Establish summer water program.
- C. Repair irrigation breaks promptly throughout summer.
- D. Continue maintenance care per Specifications.

### July

- A. Trim ground covers away from buildings, fences, trees, and other features.
- B. Check young trees for proper deep watering. Supply irrigation as needed.
- C. Adjust watering times on controllers for hot summer periods.
- D. Continue maintenance care per Specifications.

### August

- A. Prune vegetation for line-of-sight obstruction at street intersections and park entrances.
- B. Cut out spent blossom spikes on all shrubs.
- C. Evaluate and develop nutrient and pest control programs.
- D. Edge vegetation along streets, sidewalks, pathways, "V" ditches, retaining walls, etc.
- E. Adjust irrigation watering times.
- F. Continue maintenance care per Specifications.

### September

- A. If requested by City, trimming of "sail" out of evergreen trees. (To be considered extra work).
- B. Replace, adjust, or remove tree stakes as needed.
- C. Spray lawns to control broadleaf weeds. Schedule with City representative for verification of product and coverage.
- D. Begin fall pre-emergent weed control. Schedule with City representative for verification of product and coverage.
- E. Trim "suckers" and "water shoots" off trees and spray with a growth regulator/sealer at time of cutting.
- F. Continue maintenance care per Specifications.
- G. Fertilize starting the third week of September.
- H. Continue maintenance care per Specifications.

### October

- A. If requested by City, continue trimming "sail" in fast growing trees as in September. (To be considered extra work).
- B. Continue to check tree stakes and ties.
- C. Continue fall pre-emergence weed control. Schedule with City representative for verification of product and coverage.
- D. Start decreasing watering times on controllers.
- E. Spray lawns for control of broad leaf weeds. Schedule with City representative for verification of product and coverage.
- F. Fertilize lawns with a slow release fertilizer (or acceptable equivalent) to carry a good green color through the winter months. A high nitrogen fertilizer may be required to help combat "rust" infestations in the fall and winter months. Schedule with City representative for verification of product and coverage.
- G. Check to be sure all appropriate shrubs and ground covers have been trimmed, edged, and sprayed to maintain desired shape through winter months.
- H. Check drain grates, culverts, drainage v-ditches, and catch basins to be sure they are clear of

all debris and vegetation.

- I. Fertilize ground cover areas. Schedule fertilizing with City representative for verification of product and coverage.
- J. Continue Maintenance Care per Specifications

#### November

- A. Start pruning deciduous trees, shrubs, and vines as required.
- B. Check edges of culverts, drainage v-ditches, and catch basins for erosion of soil.
- C. Check for damage to drain structures and report any damage to City
- D. Establish winter watering program.
- E. Check all parks for obvious tree/shrub damage after each storm, make safe or correct as required
- F. Edge vegetation along street frontage, sidewalks, pathways, retaining walls, etc.
- G. Complete pre-emergent weed control.
- H. Dormant spraying of some shrubs, vines, and trees can be done
- I. Continue maintenance care per Specifications.

#### December

- A. Continue dormant pruning and spraying as needed.
- B. Check for tree/shrub storm damage as needed and make safe
- C. Check drain grates, culverts, etc. and clear of debris.
- D. Proactive Irrigation checks and repairs in anticipation of Spring Irrigation
- E. Playgrounds free of leaves and storm debris.
- F. Continue maintenance care per Specifications.

#### Irrigation Systems

- A. General – The parks have a variety of watering systems. It is the City’s objective to actively pursue water conservation within the maintenance program. The Contractor will ensure proper irrigation maintenance and timing to provide a healthy growing lawn. This will include modifying or placing portable irrigation spray heads to reduce dry spots. Over-watering to cover dry spots is not acceptable and will not be allowed at any time. Irrigation systems will be closely monitored to provide safe usable Parks. Saturdays, Sundays, afternoons and early evening are the high Park use times. Watering will typically not be allowed Fridays at 7:00 a.m. through Sunday 9:00 p.m. There may be exceptions that occur from changing weather conditions, or to accommodate a holiday/special event schedule. In these cases, watering shall be done to maintain moisture content that still allows active and passive Park use. A qualified person will review each irrigation controller regularly throughout growing season while water is on making adjustments to ensure proper moisture content for the turf and surrounding shrub/ground cover areas. The contractor will adjust stations on slope areas so as not to cause wet spots in lawn areas. Implementation of the Water Conservation Program will be carried out as stated in the following “Water Requirements”.
- B. Water Requirements – The Contractor shall have full responsibility to ensure watering requirements are met within each park. Contractor’s Irrigation Technician’s shall be capable of performing repairs, installations and modifications of existing irrigation systems to adequately irrigate all landscaped areas on a full-time basis. The contractor shall ensure that. Adjustments to the irrigation schedule may be changed at the direction of the City during drought conditions.
  - 1. Sprinkler heads are in good operational order, filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, and filter replacements will be considered as included in the contract price and no additional compensation shall be allowed therefore.

2. All electrically operated valves shall close completely at the conclusion of the station-watering program. Valves shall be cleaned and restored promptly to proper operation when found to be defective. Valve replacements shall be considered extra work, but the contractor is required to assess and notify/request the City for compensation for extra work. As part of the base bid, valve boxes shall be kept clean of rocks, soil, debris, and silt to a depth of 2" below the bottom of the valve. When work is done on irrigation valves it must be repaired/ replaced per the most current [Construction-Details.pdf \(antiochca.gov\)](#) that includes unions on both sides on the valve. If room is available, the City will supply a gate valve for future ease of maintenance. All valve box lids shall be in place and locking bolts secure at all times as per the most current [Construction-Details.pdf \(antiochca.gov\)](#). Where they are missing, rock and a union shall be installed per the Construction Details as part of any work repair that may necessitate removal of the valve body. The City has approximately \$15,000 budgeted for new irrigation heads and valves that are at or beyond their useful life. Any additional replacements of valves or irrigation heads requested by the City and outside of ordinary maintenance work will be considered extra work.
3. Contractor shall inspect main irrigation lines. Main irrigation lines shall not demonstrate leakage when all control valves are in the closed position. Main line repairs shall be considered as extra work.
4. Automatic controllers and electrical conductors shall be kept operational year-round. Automatic controllers will be inspected periodically by City to assure systems programming is operational. The Contractor shall notify the City or designated representative of any controller that does not perform to the manufacturer's Specifications. The non-operating status of any Controller shall be reported to the City or Designated Representative within 24 Hours of that knowledge. Upon notice to proceed, the Contractor may remove the controller for repairs with the understanding that time is of the essence. Should the controller prove too expensive to repair or be beyond repair, the Contractor shall obtain authorization from the City or designated representative to replace it. Replacements will be approved by the City. The Contractor shall ensure sufficient watering occurs during the repair of subject controller and if controller is found to be defective, this will be considered extra work. Controllers, which upon visual inspection, demonstrate a collection of leaves, insects, cobwebs, or dusty conditions that exist inside the irrigation controller cabinet shall be considered damaged at the fault of the Contractor and shall not be considered extra work.
5. It shall be the responsibility of the Contractor to make any and all irrigation system repairs, including vandalism, within three (3) days of knowledge of the problem. If repairs cannot be accomplished within the designated time period, the Contractor shall notify the City or designated representative immediately of the conditions and supply estimated time of when the repairs will be made. It shall be the responsibility of the Contractor to make arrangements to water the area of irrigation system failure by other means (hose, etc.) until repairs are accomplished. Vandalism repairs will be considered extra work when exceeding \$160 or approximately 4 hours of labor.
6. Seasonal programming of controllers shall be performed by the Contractor according to the watering rates and the clock settings for irrigation scheduling necessary to maintain healthy growing plant material. All controller stations shall be labeled in an easy-to-read manner inside each controller box. Labeling shall give notice of area covered. The Contractor may re-label stations as part of the base bid. As part of the base bid the Contractor shall affix the controller identifying letter or number to the outside of each controller box. Monthly, provide the City or designated representative with a complete written schedule of watering for all controllers; this information shall be emailed in PDF format.
7. Flushing of systems and cleaning or replacement of all filters within the irrigation system is routine maintenance and will not be considered extra work.

8. Time and length of watering shall be adjusted to the prevailing weather as well as to the time of day that has the least amount of wind. The City prefers watering time to be from 9:00 p.m. to 6:00 a.m., whenever possible. Time may change due to activity.
9. All sprinklers shall be adjusted properly to avoid spraying on parked cars, streets, walkways, buildings, neighbor fences, signs and other property that may be damaged by water.
10. Plant material and turf exhibiting signs of wilting due to lack of water may result in deleting of monthly payment portion until the problem is corrected. This reduction in payment will be at the sole discretion of the City or its designee. Manual watering will be required as necessary to regain plant material's vigor at no extra cost to the City.
11. In the event that City crews have to adjust water supply due to improper irrigation scheduling or maintenance, the Contractor shall be billed Liquidated Damages of no less than \$150.00 Per incident for City crew time or the same fee deducted from the monthly payment.
12. The Contractor will not be billed if vandalism was involved or erroneous fault of system components.
13. Vandalized irrigation heads will be replaced as vandalism as in Section II. D. There will be no additional costs for replacing vandalized irrigation heads unless the event exceeds \$160 or approximately 4 hours labor per occurrence.

C. Environmental and Land Use Stewardship Responsibilities - The intent of these Park Maintenance Specifications is to contract for professional services that will assist in the stewardship of the Parks. It shall be the responsibility of the Contractor to report any resource deficiencies on Park lands to the City or designated representative. If the contractor does not fulfill his/her responsibilities as intended in the outlying specifications, then a portion or percentage of the monthly payment may be deducted for poor or lack of performance. This reduction in payment will be at the sole discretion of the City or its designee on an inspection basis.

1. The seasonal water rate varies annually, and it may be necessary for the City or the Contractor to make recommendations to modify and reschedule the seasonal watering program. Changes in the water cycle are included with the proposal price.
2. Parks adjacent to on-going construction activity of future developments may receive damage to the landscape and irrigation system. The Contractor shall report the damage to the City Designee or designated representative and may be directed by the City to repair the same within four (4) working days. This shall be considered extra work.

D. Rebuilding or replacement of a failed valve to be considered extra work.

E. Watering Systems - The City has changed from potable water to reclaimed water in four parks (City, Chichibu, Mountaire, and Fairview Parks). Contractors should consider the maintenance issues around irrigation systems and possible maintenance cost increases. Contractor must have or be able to have certified staff that can work on reclaimed water systems.

### **Nutrient Care Standards**

General – all of the grounds within the Parks landscaped areas require the addition of complete nutrients to promote good growth. Homogenized fertilizers containing nitrogen, phosphate, potassium and sulfur are usually sufficient. The City may undertake, through a separate Contractor, a soils analysis test to evaluate the condition of the Parks at any time through the duration of this contract. The following minimum Specifications have been prepared to identify what type of plant feeding will occur as bid in the Schedule of Park Maintenance Services.

A. Ground cover areas – two applications per year.

1. March – application of a complete fertilizer 16-16-16 at a minimum rate of six pounds per 1,000 sq ft. and again in October at same rate.

B. After fertilizer is applied, the ground should be watered thoroughly to soak the fertilizer in the ground. (Caution: The Contractor shall prevent over-watering resulting in hillside slumps or water runoff to adjacent properties). For trees and shrubs, fertilizer should be applied as close as possible to the feeder roots, but away from the trunk to avoid injury to the plant. Plant material which demonstrates leaf burning or other forms of chemical harm will be given 120 days from notice of damage to recover and demonstrate healthy foliage condition. After 120 days of the recovery period, the Contractor shall replace any damaged plants at his expense. For certain areas of the City, the City Designee or designated representative may require a substitute fertilizer containing a low adjusted salt index as well as micronutrient supplements.

C. Lawns – Three applications per year. February, May, and Late September/Early October.

1. February – within the same week of aeration, apply a balanced fertilizer such as a sulfur coated, urea based 21-7-14 at a rate of one (1) pound actual nitrogen per 1,000 sq ft. A substitute fertilizer and rate of application may be approved by the City Designee or designated representative. Late spring and summer months – apply fertilizers such as urea nitroform, as in the above, to promote a consistent healthy green appearance.

2. May – apply a measured SRF fertilizer such as 24-3-12 at a rate of one (1) pound actual nitrogen per 1,000 sq ft. Substitutes may be approved by the City Designee or designated representative.

3. Late September/Early October – use SRF 21-2-15 at a rate of one (1) pound actual nitrogen per 1,000 sq ft. Substitutes may be approved by the City or designated representative.

D. The Contractor shall supply the City or designated representative with the manufacturer's analysis from the fertilizer container for each formulation of fertilizer used. City shall be notified a minimum of 48 hours in advance by email when fertilizer will be applied for verification of application and coverage.

**Lawn Care Standards**

General – lawns require a regular schedule of care. A consistent green appearance and healthy growing conditions free of weeds must be maintained. Routine maintenance and service shall include, as a minimum:

A. Aeration

1. Performed twice a year in the months of March and October.
2. All sprinkler heads, quick couplers, and other hard to see features within the lawn shall be flagged or staked prior to aeration.
3. A coring tine (plugger) shall be used.
4. Multiple passes shall be made with the aerating device to ensure that holes are no more than six (6) inches apart.
5. Tines shall penetrate at least 2½" deep. Plug removal is not necessary.

B. Mowing

1. Only sharp, well-balanced blades shall be used.
2. Grass height shall be between 2" to 3"
3. Tufts of grass in corners or other areas that are hard to reach with a mowing machine shall be mowed using a monofilament line trimmer or clipped by hand.
4. All excessive mowed clippings shall be removed from the job site the same day.
5. Police lawns and remove all litter, rocks, and debris before mowing.
6. Be conscious of Park users and perform mowing tasks in a safe manner.
7. Never allow grass clippings to hamper proper growth of living turf.

C. Edging

1. To be performed every other mowing. Minimum two times per month.
2. Edge lawns against all paved areas, around valve boxes, and other utilities shall be kept neatly edged.
3. Special consideration shall be given to the safety of pedestrians in the area while edging.
4. Edges against fences and walls shall be sprayed, maintaining a 4" vegetation free band.
5. Chemical edging is only allowed with the approval of the City or designated representative.
6. Contractor will annually edge all warning tracks and perimeter infield areas prior to softball season (first week of March) as part of the yearly field preparations. The City takes great pride in their sports fields and extra care should be considered when this task is being performed.

D. Blowing

1. All hardscape surfaces shall be blown free of clippings after every mowing and edging. Surfaces shall be blown free of leaf litter and other debris on an as-needed basis (most often in fall months). Vacuuming or sweeping may be employed instead of blowing.

E. Raking

1. To be performed on an as-needed basis to remove leaves from the lawns (most often in the fall months).
2. Vacuuming or blowing may be employed instead of raking. Wind rowing (if used) shall be done safely.

F. Tree Wells

1. Tree wells in lawns shall be maintained free of turf and weeds at all times.
2. A 4' diameter round well shall be maintained to encompass all tree stakes as well as the tree trunk.

G. Spraying and Weeding

1. Spray lawns in September to control the emergence of Poa annua.
2. Spray lawns in March, May, and October to control broadleaf weeds.
3. Spray lawns in February to control the emergence of Digitaria.
4. Failed spray applications must be followed by reapplication or hand removal of weeds.
5. Hand removal of weeds may be employed instead of spraying where 90% of the weed root is removed.
6. Lawn diseases and infestations must be identified, reported to the City or designated representative, and controlled in a timely manner and is to be considered extra work.

H. Irrigation

Proper watering of all turf areas is required to ensure a constant healthy growing condition. Over-watering or under-watering, for whatever reason, must be corrected immediately upon notification. In the event of droughts or special events the contractor and City will discuss what will be acceptable levels of irrigation.

**Ground Cover Standards**

General – as with other types of plantings, ground covers respond noticeably to regular maintenance. The Contractor shall ensure that ground cover areas receive weeding, fertilization, trimming behind curb-ways, and watering. All ground covers shall be kept trimmed or removed away from water basins or drip line areas of individual trees and shrubs, as well as the interior of cluster plantings of shrubs.

- A. Contractor shall establish an irrigation schedule to provide an appropriate watering rate. This schedule is to be provided to City staff for adoption.
- B. Fertilize as scheduled. Additional fertilization may be needed and when required the City will compensate the Contractor.
- C. Utilize herbicides or mechanical weeding in order to maintain a neat and attractive appearance, year-round. Pre-emergent herbicides can be used in tree and shrub basins, planter areas, barked areas, as well as ground cover areas.
- D. Mow or weed eat Fescue areas as needed to maintain uniform appearance and to remove seed heads. This shall occur at least one time per year in late spring.
- E. Ground cover such as ivy will not be allowed to grow/spread onto trees, walls, fences and other Park amenities. Where ground cover already exists on these Park amenities, the Contractor will be responsible to keep it from spreading or may be required to remove it. These areas may be considered extra work. This can be accomplished by removing and/or chemical application. Where shrubs and ground covers are along the perimeter of the back fences and walls, the Contractor and the City or designated representative will discuss before actions are taken.

### **Tree and Shrub Standards**

General - City Parks have been designed to complement a particular subdivision or open space. The Contractor shall maintain the Parks in a healthy, well-shaped growing environment. Listed are additional maintenance services that the Contractor shall be required to perform and should be included in the base bid. The successful Proposer shall submit proof that an ISA certified arborist is on staff to make certain that all acceptable procedures are being performed in an acceptable standard set by the International Society of Arboriculture.

#### **A. Shrubs**

1. As needed to keep a clean formal shape prune away any growth. Shrubs may also be trimmed to conform to their natural growth habit if space allows. Always keep shrub height limited so as not to create hiding spots along park entrances, walkways, parking lots and turf open areas.
2. All pruning and trimming cuts must be made clean to a lateral bud or branch crotch.
3. Remove all trimmings from the job site the same day.

#### **B. Trees**

1. All trees outside of formal landscapes shall have the base drip-line area free of weeds for a minimum of a 6-foot circle. Refer to Weed Control Standards.

#### **C. Pruning Trees**

ISA pruning standards shall be used. Trees shall be pruned by properly selecting and developing permanent scaffold branches that are smaller in diameter than the trunk or branch on which they are growing. Branches shall be properly spaced to illustrate the true, natural form of the tree. Eliminate branches that are overlaying other branches, diseased or damaged growth, narrow V-shaped branches that are weak and may eventually be sources for disease to collect, break, or rot. Crown thinning to be considered extra work.

All cuts shall be made with a clean, even cut near the nearest bud or other branch. Any and all improper cuts will be redone to the satisfaction of the City of Antioch. On large limbs, initial cuts shall be made outwards from final cut to avoid excessive weight and bark tearing. All final cuts must



have a clean, even finish.

Contractor shall trim any "suckers" and water shoots as part of ordinary pruning. Remove all trimmings from the job site the same day.

All trees must have the following height standards: Park trees (9' clearance) and trees adjacent to streets or parking areas (14' clearance).

At the request of the City, coniferous trees that lose their terminal leader through wind damage, etc. shall be trained and pruned to start a new terminal leader. Under no circumstances shall any of the coniferous evergreen trees be topped or pruned in unnatural shapes. This work will be considered extra work.

At the request of the City, broad leaf evergreen trees may be pruned and thinned throughout the year, while deciduous trees shall be pruned only during the months of November through February, unless for vandalism, wind damage or disease. Prune and shape all trees to avoid future problems of height, spread or wind damage, and so the natural appearance will be retained. This work will be considered extra work.

All trees shall be inspected by the Contractor routinely (especially after every hard wind and/or rainstorm) to determine if any damage has been done to trunks by mowing machines, cars, wind, vandalism, etc. Repair all damaged areas immediately to minimize damage to the bark, trunk, or scaffold. All broken branches shall be properly pruned immediately. All downed branches shall be removed by the contractor, within 24 hours of notification. All trees leaning due to wind, rain, vandalism, etc. shall be straightened and guyed as approved, if necessary.

All trees 25 feet in height or less which are downed by either natural or other causes shall be removed by the contractor and disposed of off-site. Tree stumps shall be ground to 18 inches below grade. The resulting hole shall be filled with a mixture of topsoil and 40% wood chips from the stump removal. The hole shall be backfilled to two to three inches above the surrounding grade to allow for settling. Contractor is responsible for any irrigation system damage resulting from the tree stump removal.

D. Staking

All tree stakes and additional supports shall be inspected, maintained, and replaced if broken, especially after heavy winds and/or rainstorms to prevent girdling of trunks or branches, and to prevent rubbing that causes bark wounds. Stakes shall be maintained in-line, vertically and in good repair. All ties shall be checked on a routine basis, and all worn and broken ties shall be replaced. The replacement of ties and stakes for trees or large shrubs shall be considered as part of the required maintenance to be performed by the Contractor and will not be considered extra work. Tree stakes shall be removed and disposed of when trunk diameter exceeds 2" at 54" from the ground.

The Contractor may remove staking that is no longer needed by the trees with sufficient trunk taper, upon the City's or designated representative's approval.

Disease. Noxious Weeds. Pest Infestations

General – the Contractor shall act as, or coordinate with, a licensed specialist to identify any pest management problems which may arise in the district. There must be a licensed Pest Control Advisor on staff and all required Pest Control Recommendations shall be provided by this Advisor. All pesticide applications shall be performed by a State Certified Applicator.

The Contractor shall be familiar with various Integrated Pest Management (IPM) programs. The Contractor will be required to develop an IPM plan to effectively eradicate any diseases or pests that develop during the duration of this Contract. The development and execution of the IPM

program shall be the responsibility of the Contractor and will not be considered extra work. It is the Contractor's responsibility to monitor all pest/disease problems and perform corrective measures as required.

The City or designated representative will require all labels, licenses, certificates, categories, permits and recommendations before chemicals are applied. An IPM plan developed by the Contractor shall

be approved by the City and/or the County Agricultural Commissioner before implementation.

- A. Some approved noxious weed, disease, and pest control methods may include:
  - 1. Pre-emergent herbicide applications.
  - 2. Post-emergent herbicide applications.
  - 3. Mechanical cultivation and disposal.
  - 4. Weed eating or mowing.
  - 5. Chemical growth regulator.
  - 6. Debris or food source removal.
  - 7. Water jetting.
  - 8. Insecticide, fungicide, or other pesticide applications.
  - 9. Repeated control methods, as necessary.
- B. The Contractor shall provide the County Agricultural Commissioner's office (as required by law) a monthly record of all pesticides used in the Parks. A copy of the same report shall be included with the Contractor's monthly billing to the City.
- C. Pest Control Advisor recommendations will be required on all sites as ordered by the County Agricultural Commissioner's office. A copy of these recommendations shall be made available to the City for approval prior to any work.
- D. The Contractor shall comply with all Federal, State, and local laws and regulations governing the use of chemicals for control of weeds, diseases and pests. The Contractor shall permit spraying for insect, disease, rodent or weed control to be done only by qualified, trained personnel under the supervision of a State licensed pest control operator, using recognized and approved materials and methods in compliance with all Federal, State, and local laws and regulations. As per State law, the Contractor will be required to obtain a written recommendation for the project prior to applying any pesticide within the district boundaries. All spraying shall be done with extreme care so as to avoid any hazard to any person or pet in the immediate areas or any property damage.

### General Facilities Maintenance

- A. All areas shall be kept free of litter, including broken glass or other such debris. This will require a thorough policing of the park and has to be maintained at least daily throughout the year. Any rubbish or debris shall be disposed of by the Contractor. Parking lot and gutters shall be thoroughly cleaned (swept, washed, vacuumed, or blown) a minimum of each week to avoid accumulation of small bits of debris, glass, etc. Glass shall be removed when discovered.
- B. All trash containers will also be inspected and emptied daily. Trash cans will be emptied Mondays through Fridays and will be completed before 11:00 a.m. Trash cans for Sundays and Saturdays must be emptied by 9:00 a.m. Trash cans will be inspected as part of the daily Park cleanup. Trash cans half full of debris or containing foul odors will be emptied at that time. Additional trash cans may/will be added at peak times where needed, such as from March through November. Contractor will pick up and place up to 50 cans at the direction of the City and return and store at non-peak times.
- C. Sidewalks, pathways, and hard surfaces shall be policed daily. They shall be cleaned thoroughly at

a minimum of once a week, by sweeping, or backpack blowing. All plant growth shall be prevented in any cracks, in curbs, street gutters, or along paved areas. Grass clippings shall be removed after each mowing operation.

D. Fence Lines

Fence lines shall be kept free of trash, weeds, grass and trimmed plant material. Contractor shall properly dispose of all debris. Chemicals for weed control may be used as required.

E. Restroom Maintenance (Parks)

All Park restrooms will be cleaned daily: Monday through Friday prior to 10:00 a.m. Saturdays, Sundays, and holidays, restrooms will be cleaned prior to 9:00 a.m.

1. Scrub and clean the water closets, urinals, sinks, doors, partitions, walls, floors, and dispensers. Fixtures shall be free of stains; graffiti; top and bottom of toilet seats, base and behind fixtures shall be clean; floors shall not have standing water and shall be squeegeed or swept after washing to remove standing water. (Note: A commercial grade detergent and disinfectant shall be used for cleaning. Contractor will provide the city with SDS sheets for all products used.) Walls and ceilings will be kept clean, free of cobwebs, dirt, and "spit-balls".
2. Tissue dispensers and paper products shall be checked and refilled. Missing, stolen or vandalized tissue dispensers shall be repaired or replaced as needed. Contractor will keep a supply of paper products at each restroom facility. All paper products are to be supplied by the Contractor. Paper towels shall be white hand-i-fold Fort Howard #20603 or equivalent and toilet paper shall be 500 2-ply sheets/roll, 4.5" x 4.5" Fort Howard 198 Soft-Knit or equivalent. All equivalent products must be approved by the City or designee.
3. The Contractor shall provide all equipment and supplies (detergents, mops, hoses, brushes, and disinfectants) required to maintain the restroom in a clean and orderly manner.
4. Plugged toilets or sinks shall be repaired by the Contractor if diligent effort with a plunger or closet snake or other like tool will accomplish the task. If the fixture cannot be unplugged by diligent effort, the Contractor shall notify the City or designated representative, and it shall be the responsibility of the City to correct the situation. Plumbing access rooms will be kept clean and free of cobwebs. Contractor will notify the City of any leaks are detected in these rooms.
5. Offensive odors shall be eliminated immediately upon detection.
6. Restroom Hours – Restrooms will be open and closed by the contractor daily on the following schedule:

Nov 16 <sup>th</sup> – Feb 15 <sup>th</sup>	8:00am. & 3:30pm.	Daily
Feb 16 <sup>th</sup> – Nov 15 <sup>th</sup>	8:00am. & 7:30pm.	Daily (including weekends & holidays)

Restrooms will be opened by 8:00 a.m. Closing will start at 3:30 p.m. or 7:30 p.m.; depending on the season. Times during spring and summer may be extended due to sports programs. Contractor will adjust open/closing times as directed. No additional payment will be granted for this change

F. Graffiti Abatement

All wall surfaces, sign facings and any Park amenities shall be resurfaced (painted) within forty-eight

(48) hours after discovery or notification of graffiti. The paint used should match existing surfaces and must be approved by the City or designated representative. Not just covered where you can still read the graffiti through the paint but thoroughly, totally removed, covered, or obliterated if necessary will include repainting the wall. Graffiti on walking surfaces must be completely removed; painting over graffiti will not be acceptable due to safety concerns. Graffiti Abatement to be performed by the contractor at no additional cost to the City up to \$160.00 or approximately four hours of labor.

### Miscellaneous Facilities and Items

General – the items listed below are considered routine maintenance and therefore will not be considered extra work.

#### A. Concrete-lined Ditches

All concrete-lined ditches within the Park shall be kept clear at all times, and the catch basins that these ditches empty into shall be thoroughly cleaned out periodically during the rainy season which is from October 15<sup>th</sup> to April 15<sup>th</sup>. Edges should be checked periodically for erosions and damage to concrete structures. Special care will be taken by the Contractor to keep debris out of all basins while V-ditch maintenance is occurring.

#### B. Gutters

Clean up weeds and gardening debris along curbway aprons along Park access which border the Park entrance. Drainage ditches (not concrete-lined) should be cleaned in like manner.

#### C. Tot Lot and Play Areas

Playground safety is a key component of Park maintenance. Contractor will remove all debris, paying particular attention to glass, needles, and hidden items in the play areas daily. Playgrounds shall be pressure washed on a quarterly basis or as needed. All other concerns and problems will be reported to the City immediately. The intent is to provide safe play areas. In the event the Contractor finds an unsafe condition, Contractor is required to make repairs or make it safe until a permanent repair can be completed. All sand shall be swept/blown back into sandbox daily and sandbox inspected and cleaned. Sand boxes will be deeply raked each week. Contractor will be expected to make all playground repairs, as extra work, as directed by the City or its designee. All material costs for replacement play equipment shall be approved and paid for by the City.

- Sand play boxes will be topped off to proper levels, using playground grade sand, in the month of May.
  - City Park
  - Dallas Ranch
  - Diablo West
  - Heidorn
  - Marchetti
  - Markley Creek
  - Meadowbrook
  - Nelson Ranch

#### D. Park Name Signs

Contractor is responsible to install a minimum of 2 inches of decorative bark around each Park name sign annually (Prior to May 1<sup>st</sup>). This will also include maintaining the plant material at the base of each sign.

E. Memorial Tree Grove

The City has a Memorial Tree Grove at Prewett Water Park. Contractor will be responsible to maintain the tree grove. This will include weed and pest control at the grove and two feet outside the outside ring of junipers. Work will include maintenance of trees and shrubs to the standards of this contract. Work will also include weed mowing a 30' perimeter twice a year along the outside of the tree grove.

F. Tables and Benches

Tables and benches will be kept clean and free of graffiti. Benches, tables, and bleachers made of wood or those that have been painted, will be repainted each year after the rainy season or prior to May 1st. Repair of benches, bleachers, and picnic tables will be considered extra work unless covered under the vandalism terms of the contract.

G. Horseshoe Pits

All horseshoe pits will be repaired, repainted and sand added during the month of May. Contractor will inspect and ensure that all stakes are safe and in place for horseshoe play all year round. Work outside of the above shall be considered extra work.

H. Jensen Family Grove

Special attention will be paid to this picnic area at Antioch Community Park to ensure clean tables and barbecues all year long. Landscaped areas around the picnic area will be kept clean and weed free.

I. Sports Fields

All baseball and softball field fencing will be maintained to reduce the curling at the bottom edge of the fence, to prevent loose and damaged fabric. Fence damage caused by vandalism will be done under the vandalism repair terms of the contract.

Floor drains in and around baseball fields will be inspected and cleaned on a routine basis.

Contractor will bring in and mix in 125 (one-hundred twenty-five) yards of clay cinder mix for the infields. The City will provide the list of infields that will have material added to them during the renovation process. When crushed granite is required, if there is a difference in cost, the City will pay the cost difference per yard.

Annually, as extra work, the Contractor will remove any change in elevation from the infield to the outfield, typically caused by dragging the infield. This work will be completed at the time of field renovations for each field. Work to be performed will include, but not limited to, cutting of sod, removing excess material, and relaying sod.

J. At least one time a week, areas will be raked clean or vacuumed. Weekly all ribbons for balloons, strings, tape for signs, etc. will be removed from the parks.

K. Bocce Ball Courts at Chichibu Park and Bay Miwok Meadows Park will be inspected and cleaned weekly. Contractor will not have to provide routine court maintenance but keep the area clean and safe.

L. Garbage Cans; The contractor will be responsible for the labor and reporting of replacement garbage cans. The City will pay for and maintain and inventory of replacement garbage cans. The

contractor will regularly monitor the condition of the cans and keep the City informed prior to any cans being removed.

M. It will be the Contractors responsibility to replace any missing or defective wood or wood substitute material throughout the Park system and will be considered extra work. This shall include but not be limited to benches, picnic tables, and sports field back stops.

N. Pet Stations

The contractor will be responsible for the labor and reporting of replacement pet stations. Contractor will keep pet stations stocked with Zero Waste Roll Bags, Universal Fit, or similar. Pet Stations with attached garbage cans will be checked daily and liners replaced as needed.

O. Skate Park at Antioch Water Park (Map 3-C)

The skate park shall be checked daily for trash, graffiti, and hazards. The bowls shall be blown or swept as needed to keep them free of debris. Graffiti shall be covered at the request of the City, using a gray paint approved by the City. However, any graffiti containing obscene, offensive or racist language or images shall be removed immediately. All hazards shall be reported to the City immediately.

### Performance Standards and Inspections

The Contractor shall perform and maintain facilities to reasonable standards generally described below. The Contractor shall perform the items listed below in addition to the tasks scheduled above.

#### Turf

Turf will be healthy with an even surface and uniform, green color. Turf will not exhibit bare spots and will be weed and pest-free.

#### Flower Beds, Shrubs and Ground Cover

Bedding areas will contain healthy plants. These areas will be free of litter, weed and pest-free, including, shopping cart, and other debris. Dead heads, blank spots, and other defects will not detract from the decorative nature of the plantings. Shrub beds, ground cover and hedges will contain healthy plants. These areas will also be litter, weed and pest free. Beds, ground cover and hedges will be maintained to provide secondary functions such as barriers, animal habitat or dust and erosion control. All shrubs, ground cover and hedges will be trimmed, pruned or otherwise maintained to achieve designed form.

#### Paved Surfaces

Paved surfaces may include pathways and other areas topped with asphalt or concrete. These areas will have smooth surfaces, the following conditions: graffiti, raveling, cracking, potholes, and other significant defects shall be reported to the City immediately. Pathways and other paved areas will be free of weeds, debris, and litter.

#### Unpaved Surfaces

Unpaved surfaces may include pathways, or other areas covered with porous paving materials. Graffiti and other vandalism, holes and washouts shall be reported to the City immediately. All unpaved surfaces will be free of weeds, debris, and litter.

**Water Features**

Water features will be clean and debris-free. Structures may require monitoring, up to three times daily as conditions dictate.

**Irrigation Systems**

Irrigation systems will deliver optimum water to each plant type at the lowest cost with maximum resource conservation. The contractor shall report any deficiencies, other than routine repairs and maintenance relative to irrigation, to the City immediately.



**PERFORMANCE STANDARDS AND INSPECTION CRITERIA - TURF**

Turf will be healthy with an even surface and uniform, green color. Turf will not exhibit bare spots and will be weed and pest-free. Repairs necessary due to wear and tear from sports activity and high traffic shall be considered extra work.

TASK	MEETS STANDARD	NEEDS IMPROVEMENT	UNSATISFACTORY
Mowing	Even cutting to specified height, complete coverage, neat cutting, and growth kept off pavement. No visible signs of the following: scalping or ragged cutting; significant clippings;. No dumping into storm drains.	Under 5% of turf area fails to meet standards	Greater than 5% of turf area fails to meet standards
Fertilize	Turf shows no burning or uneven growth patterns. All excess material cleaned up and removed from site.	Less than 5% of turf exhibits uneven growth or color. Excess material not cleaned up.	Any burning or areas of uneven growth or color greater than 5% of area
Irrigate	Turf even, deep green color. Healthy growth evident. No standing water or over-watered areas.	Less than 5% of turf exhibits brown ng or lack of vigorous growth.	More than 5% of turf exhibits browning or lack of vigorous growth.
Pest control	No evidence of pest infestations.	Less than 5% of turf exhibits evidence of infestation.	More than 5% of turf exhibits evidence of infestation.
Weed control	Turf areas weed-free	Less than 5% of turf exhibits weed growth.	More than 5% of turf exhibits weed growth. Designed turf type loses ground to invasive species.
Litter control	No visible litter. Seasonal leaf-fall removed.	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards
Edge	Edges neatly trimmed. Cuttings removed from surrounding areas.	Small areas untrimmed. Some cuttings visible after edging.	More than 5% of edging area is overgrown or significant amounts of cuttings are left behind after work.
Trim	Turf around sprinkler heads, boxes and other appurtenances trimmed to maintain accessibility and full functionality.	Minor overgrowth around boxes, heads, or other appurtenances.	Sprinkler heads obstructed or coverage reduced. Inability to locate or access boxes and other appurtenances.
Top dress	No apparent ruts, holes, or uneven turf areas.	Minor ruts, holes, or other uneven surfaces. Minor overfilling < 1".	Large ruts, holes, or irregular surface over areas larger than 2' x 2'. Significant overfilling > 1".

**PERFORMANCE STANDARDS AND INSPECTION CRITERIA - FLOWERS, GROUND COVER AND SHRUB BEDS**

Bedding areas will contain healthy plants. These areas will be free of litter, weeds and pest-free, including shopping carts, and other debris. Dead heads, blank spots, and other defects will not detract from the decorative nature of the plantings. Shrub beds, ground cover and hedges will contain healthy plants. These areas will also be litter, weed and pest free. Beds, ground cover and hedges will be maintained to provide secondary functions such as barriers, animal habitat or dust and erosion control. All shrubs, ground cover and hedges will be trimmed, pruned or otherwise maintained to achieve designed form.

TASK	MEETS STANDARD	NEEDS IMPROVEMENT	UNSATISFACTORY
Pruning	Shrubs retain correct species' form or designed hedge shape. No damaging cuts or over-grown conditions.	Minor over-growth in less than 5% of area.	Over-growth in more than 5% of area. Damage to plants from non-standard pruning practices.
Trimming and mowing	Ground cover within bed area. No overgrowth. No scalped areas.	Under 5% of bed fails to meet standards	Greater than 5% of bed fails to meet standards
Irrigation	Adequate irrigation to sustain healthy, vigorous plant growth	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards
Weed and pest control	No visible weeds. No evidence of pest infestation.	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards
Fertilize	Healthy, vigorous plant growth; good bloom production for species	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards
Clean up and litter control	No weed growth, visible litter. No seasonal leaf-fall. Maintain sharply defined bed edge.	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards

**PERFORMANCE STANDARDS AND INSPECTION CRITERIA - TREES**

TASK	MEETS STANDARD	NEEDS IMPROVEMENT	UNSATISFACTORY
Pruning	Street and Sidewalk clearance is met per contract specification.	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards
Staking & Tying	Proper staking per standard horticulture practices is maintained at all times.	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards
Staking	Tree stakes that are broken are removed and replaced as necessary Also tree stakes shall be removed when the stakes are no longer needed to support the tree	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards
Trim	Trees will be kept skirted to 14' in roadway areas and 9' in pedestrian areas so low branches do not provide an obstruction to pedestrians or traffic.	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards

**PERFORMANCE STANDARDS AND INSPECTION CRITERIA - PAVED SURFACES**

Paved surfaces may include pathways and other areas topped with asphalt or concrete. These areas will have smooth surfaces, the following conditions: graffiti, raveling; cracking, potholes, and other significant defects shall be reported to the City immediately. Pathways and other paved areas will be free of weeds, debris, and litter.

TASK	MEETS STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
Clean walks, stairs, retaining walls and gutters.	All hard surfaces free of litter, debris, and tripping hazards. Hazardous conditions blocked from public access and reported to City Designee. Pavement problems reported to City Designee.	Minor litter or debris on 5% of paved area or less.	Significant litter or debris on more than 5% of paved area. Unsecured or unreported hazards or pavement problems.
Weed control	Weed-free.	Weeds on 1% or less of paved surface.	More than 1% of paved surface shows weed growth.

**PERFORMANCE STANDARDS AND INSPECTION CRITERIA - UNPAVED HARD SURFACES**

Unpaved surfaces may include pathways, or other areas covered with porous paving materials. Graffiti and other vandalism, holes and washouts shall be reported to the City immediately. All unpaved surfaces will be free of weeds, debris and litter

TASK	MEETS STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
Inspect and Report Deficiencies	No tripping hazards.	Hazards have not been reported, on 5% of unpaved hard surface or less.	Significant surface irregularities exist on more than 5% of unpaved hard surface. Uncontrolled and hazardous conditions exist.
Litter control and minor surface treatment	Litter-free and stable surface	Minor litter on less than 5% of hard surface.	Litter on more than 5% of hard surface.
Weed control	Weed-free.	Weeds on 5% or less of hard surface.	More than 5% of hard surface shows weed growth.

## PAYMENTS AND DEFAULTS

General – the City is soliciting for a service rendered contract. The Contractor shall not be paid for Park Maintenance Services not rendered to any part of the Park. It is the Contractor's responsibility to ensure sufficient labor is committed to the Parks to complete objectives set forth in the Schedule of Park Maintenance Services.

### A. Inspections

1. The City shall provide a representative to evaluate Park Maintenance Services performed on a regular occurrence. Inspections will be ongoing daily. By the 25<sup>th</sup> of each month, the Contractor shall submit proposed schedule for the next month's work with specific locations, times, dates, and services to be provided.
2. The City will require the Contractor, or his local authorized representative, to ride along on inspections as requested. A punch list will be provided by the City corresponding to the inspection results.
3. The Contractor shall arrange for the Contractor's representative to accompany the City or designated representative on the inspection tour of the Park areas once each month if requested. The purpose of the inspection tours shall be to evaluate the effectiveness, adequacy and acceptability of the Contractor's performance in maintaining the Parks in accordance with the provisions of this agreement. The Park representative may, during his monthly inspections, identify and communicate to the Contractor's representative, areas of unsatisfactory work or of inadequate performance by the Contractor. The Contractor shall correct such identified unsatisfactory work or inadequate performance within seventy-two (72) hours and shall submit a written report reflecting such correction. Unsatisfactory work may result in a reduction in payment to the Contractor. Each subsequent re-inspection will result in a greater reduction in payment until the areas have been satisfactorily reworked and brought up to standard. Re-inspections costs may be assessed in the form of liquidated damages. The City or designated representative has the exclusive right to make the decision as to whether or not the Contractor's maintenance meets the standards of the City. All reductions in payment to the contractor will be final and at the sole discretion of the City's designated representative.
4. Three months before the conclusion of this Park contract the following inspections shall take place.
  - i. (90 days) – irrigation main line checks for ruptures or leakage. No visible leaks shall be accepted.
  - ii. (60 days) – automatic controller, valve control and sprinkler coverage efficiency test. Note: main waterline must be accepted before efficiency test is performed.
  - iii. (30 days) – walk through with new Contractor, if applicable, to evaluate condition of Parks, provide a punch list to be completed by end of contract date.

### B. Payments

1. Payment for work done shall be done on a monthly basis for the previous month's work. Contractor shall submit monthly invoices for one-twelfth (1/12) of the yearly Contract amount, or as mutually agreed upon. Contractor shall submit all invoices by email and in PDF format. All required paperwork and work reports will accompany the monthly billing also by email and in PDF format. Before payment is authorized the Contractor's representative and a City representative may conduct an inspection of the Parks. To this end, the monthly billing needs to be complete and turned in on time. The City or designated representative and Contractor will schedule the date for turning in the bills, reports, and scheduling the inspection time. Discounts will not be lost due to late billing or Contractor delays in scheduling the monthly inspection. Work not completed to the satisfaction of the City or its designee will result in no payment or a partial payment for work done in that park that month. Payment will be withheld, reduced, or deleted until satisfactory completion of maintenance task, including deductions of any liquidated damages assessed.

2. Payment may be withheld and the Contractor notified for failure to submit to the City either one of the following documents required: Monthly Maintenance Schedule, Pest Control Recommendations and Monthly Summary of Pesticide Use Report to the County Agricultural Commissioner's office. Resubmittal will also be required if invoices are improperly coded.
3. Payment may be withheld, and invoices returned for noncompliance with Schedule of Park Maintenance Services.
4. Payment may be withheld or reduced, and invoices returned to Contractor for Parks that do not have a neat and healthy growing landscape appearance.
5. The City will make payment within thirty (30) days from the date the City receives the bill assuming services have already been rendered. If the maintenance work does not meet the Specifications and is deemed unsatisfactory by the City or designated representative, the City will notify the Contractor within ten (10) days from the date the City receives the bill and the bill will be returned to the Contractor. The Contractor can resubmit the bill when the corrective work is completed to the satisfaction of the City or designated representative and the thirty (30) day payment cycle will start from the date the bill is resubmitted and received by the City. The City does offer a special payment plan within fifteen (15) days from the date the City receives the bill, for a 2% discount taken off of the billing statement.
6. The above stated payment schedule shall also be applicable to invoices for additional service requests that exceed the agreed upon date for completion.
7. If two (2) successive monthly invoices are returned to the Contractor because the maintenance work does not meet the Specifications and is deemed unsatisfactory to the City or designated representative, the City may implement default procedures.
8. All invoices and billings submitted from the contractor must be in the layout and format as requested by the City. The contractor will be required to reference specific parks and account numbers as directed.

C. Liquidated Damages and Default Procedure

General – Diligent Execution of Work; Liquidated Damages; Termination of Contract for Failure to Execute Work Diligently.

Diligence in maintaining parks: It is agreed that unless the Contractor pursues diligently the work outlined in these specifications and completes the work under the Schedule of Park Maintenance Services outlined in this proposal, the City and its parks shall suffer damages. Therefore, as a material part of this contract, the Contractor shall diligently pursue and complete all work specified herein. In the event the City determines that the work is not being pursued with diligence, as evidenced by the Parks not being maintained in accordance with the Specifications, the City may notify the contractor and assess liquidated damages, of the area or areas of deficiency. The Contractor thereafter shall have five (5) working days from the time they are notified in which to comply with the City's deficiency letter. In the event there is non-compliance within the five (5) working days, the Contractor agrees to pay Liquidated Damages in the amount of \$500.00 per day until the deficiency is corrected. Furthermore, if there is compliance, but thereafter the work is again not pursued diligently, the City reserves the right to implement Liquidated Damages as described above or choose from the following two options: i) utilize City resources to complete the work and bill the contractor for all costs, including administration; ii) utilize other Contractor services and bill for services and administrative fees.

Re-inspection of scheduled work: In the event the City determines that the work is not being maintained in accordance with the Contractor's monthly schedule showing specific locations, times, and days; the City may notify the contractor and assess liquidated damages for the cost of re-inspection in the amount of \$150.00 per day for completing each item of scheduled work. If the Contractor is unable to meet the monthly schedule provided to the City, he should immediately notify the City and resubmit an updated schedule to avoid daily liquidated damages for re-inspection costs. The Contractor may be assessed a maximum of \$1,000 a day for liquidated damages related to re-inspection costs per day for each scheduled item of work found to be in non-compliance.

1. Default - A Contractor who has failed to provide satisfactory landscape maintenance services in two (2) successive months shall be referred to the City Attorney to default the contract (refer to Payments & Defaults -B7).
2. Re-inspection - In addition, in the event the City or designated representative finds that the Parks have not been maintained in accordance with the specifications herein and additional inspections of the Parks are needed to ascertain if there has been compliance with the Specifications, the Contractor shall pay to the City the sum of one-hundred and fifty dollars (\$150.00) for each such inspection, which sum shall be retained from the progress payments otherwise due the Contractor. In addition, the payment to the contractor may be reduced or deleted for work not completed during the respective month.
3. Processing Penalty – For every month that payment must be withheld for liquidated damages, penalties, or other lack of diligence in performing this contract, the Contractor shall pay a \$250.00 processing fee per month.

D. Default Procedure

General – Diligent Execution of Work; Termination of Contract for Failure to Execute Work Diligently.

As a material part of this contract, the Contractor shall diligently pursue and complete all work specified herein. In the event the City determines that the work is not being pursued with diligence, as evidenced by the Parks not being maintained in accordance with the Specifications herein or otherwise, the City shall inform the Contractor, in writing, of the area or areas of deficiency. The Contractor thereafter shall have five (5) working days in which to comply with the City's deficiency letter. In the event there is non-compliance within the five (5) working days, or if there is compliance but thereafter the work is again not pursued diligently, the City shall have the right to implement one of the following three options: i) utilize City forces to complete the work and bill the contractor for all costs, including administration; ii) utilize other Contractor services and bill for services and administrative fees; iii) utilize City forces to complete the work and notify Contractor's Bonding Company of intent to bill for services rendered; iv) Proceed with termination of the entire contract There will be no second chances.

1. A Contractor who has failed to provide satisfactory landscape maintenance services in two (2) successive months shall be referred to the City Attorney to default the contract (refer to Payments & Defaults -B7).
2. In addition, in the event the City or designated representative finds that the Parks have not been maintained in accordance with additional inspections of the Parks to ascertain if there has been compliance with the Specifications, the Contractor shall pay to the City the sum of seventy-five dollars (\$75) for each such inspection, which sum shall be retained from the progress payments otherwise due the Contractor. In addition, the payment to the contractor may be reduced or deleted for work not completed during the respective month.

**REPLACEMENTS AND EXTRA WORK**

General – the preceding chapters in these Specifications have been written to provide Park Maintenance Services that will keep the City of Antioch's Parks in a healthy and neat appearance year-round. The following items listed will clarify other Park maintenance and material requirements that may not be included elsewhere in these Specifications.

A. Typical replacement cost to be assumed by the Contractor:

1. Damaged plant material, due to the Contractor's maintenance practices, work performance or non-performance of services. Replacement standards shall be new container plants and shall be equal in size to the remaining growth in the ground or the surrounding existing mature size in the adjacent landscape area.

2. Top dressing material such as decorative bark for planter and formal landscaped areas.
3. Tree and shrub water basins, including organic mulching spread to the drip-lines of the vegetation.
4. Irrigation- refer to Irrigation Systems page 15.

B. Extra Work

General – it shall be City policy to approve all extra work for the Contractor prior to beginning any landscape repairs or services that are not a part of this contract. The City or designated representative, and the Contractor will agree to the extent of repairs for materials, maximum allowable labor and final acceptance to any repair or service performed by the Contractor.

From time to time, the City or designated representative will make very specific requests for work from the Contractor. Because these requests may originate from concerns of City officials or City residents, the Contractor must understand that time is of the essence for completion whether the work is part of regular maintenance or extra work in nature.

It is the City's intent that the Contractor shall be responsible to perform any extra work requested. These requests shall be made in writing and will identify by calendar date a time frame in which work needs to be completed as agreed upon by the Contractor.

1. Extra work can include:
  - i. Irrigation Augmentations – before any additions are made to irrigation systems, the Contractor must provide engineering design figures to the City or designated representative to justify pipe size and valve size. The City or designated representative may also require manufacturer's Specifications on heads to be used.
  - ii. Vandalism over \$160.00 or approximately 4 hours in labor at the assumption of \$40,00/hour.
  - iii. Maintenance of large trees that cannot be pruned with a pole saw and ladder.
  - iv. Maintenance and repair of paved areas, driveways and walks.
  - v. New planting and other special services or repairs.
  - vi. Major fence repair or replacement.
  - vii. Sports field rehabilitation

2. **Billing for Extra Work**

Extra work that has been approved by the City's designated representative shall be billed on a separate invoice in duplicate and is not to be included on the invoice with the monthly payment. The invoice for extra work shall show the exact location of the work, including the name of the Park and account codes. It shall list the materials used with their unit price and total cost, the amount of time required to do the job and the cost for labor, providing that labor is chargeable to this extra work. If labor is allowed, travel time will not be counted, as it shall be understood by the Contractor that all work originates within the limits of the City of Antioch.

3. **Extra Work Charges**

All extra work may be paid based on personnel and equipment scale supplied in contract. Extra work shall generally be limited to specific materials and labor necessary to perform work. Additional overhead and ordinary equipment, vehicles, small tools, and common supplies such as gasoline shall not be invoiced unless otherwise approved.



4. Given to present economic times or drought conditions the City may find it necessary to reduce or increase service such as add or remove a park from the maintenance program. The city and contractor will meet and negotiate cost-cutting measures if this should be the case.
5. Up to an additional \$300,000 may be added to the P.O. and contract in case additional work or services are requested by the City. The \$300,000 add to the purchase order is not any indication of extra work promised to the contractor and is only in placed so that if services are requested there is a financial payment program in place. At this time the City has no plans for any additional work.

#### **WORKMANSHIP, QUALITY AND APPEARANCE LEVEL**

- A. It is the intention of the City to require the highest level of quality and safety in Park Maintenance compatible with standard practices as specified by the landscape maintenance specifications of this agreement.
- B. The Contractor shall ensure that all work under this agreement is supervised by Contractor-employed supervisory personnel who are technically qualified and possess management skills required to implement modern methods and newly developed horticulture procedures. Supervisory personnel must be able to demonstrate experience in managing jobs of an equal size and nature. A graduate Horticulturist, a certified Water Auditor and a Turfgrass Consultant will be made available by the Contractor, at no fee and upon request, for review and modifications to any existing maintenance program to meet the changing site conditions.
- C. The Contractor shall ensure that all work under this agreement is performed by fully qualified, experienced personnel directly employed by the Contractor. Additionally, the Contractor shall ensure that Contractor's employees are personally presentable at all times, and that such employees wear an appropriate uniform shirt, acceptable to the City or designated representative, containing Contractor's identification, when such employees are performing services under this agreement.
- D. The Contractor shall be responsible for the skills, methods, appearance and action of Contractor's employees and for all work done. The Contractor shall instruct all of Contractor's employees that they are not required to respond to questions, suggestions or instructions from City employees other than the City designated representative. The Contractor's employees shall be capable of answering general questions as presented by the general public in the field.
- E. The Contractor shall perform the work provided for in this agreement under the direction of the City or designated representative. The City or designated representative may make inspections at any time and may request that the Contractor perform additional work or services to bring Contractor's performance to the level required by this agreement. The Contractor shall cooperate with any representative designated by the City to enable said City to determine the Contractor's conformity with the provisions of this agreement and the adequacy of the work being performed.
- F. The Contractor's vehicles shall be identified with Company name, vehicle number, and/or logo and phone number.
- G. The Contractor must be able to demonstrate, through contractor's IIPP and employee training records, that all SB198 requirements for safety of employees are in place at time of proposal. This includes proper traffic delineation and pesticide use information.

## MATERIALS

- A. The Contractor shall submit a list to the City or designated representative for approval of all materials that the Contractor proposes to use for all maintenance work. As applicable, a materials list shall include but is not limited to the following: the chemical analysis, recommended usage and any other pertinent data by the manufacturer of the material. All materials lists shall be submitted by email in PDF format before any use of any product pursuant to the provisions of this agreement. Any changes in materials proposed for use by the Contractor shall be submitted prior to use of the products as well, for approval by the City.
- B. The following shall apply to the materials indicated:
1. Water shall be provided by the City at each site.
  2. Fertilizers shall be complete, furnishing the required percentage of nitrogen, phosphoric acid and potash to keep lawns, trees, shrubs and other plants in a healthy and vigorous growing condition.
  3. Insecticides, fungicides, herbicides and rodenticides shall be of the best quality obtainable, properly labeled with guaranteed analysis, and brought to each job site in the manufacturer's original container.
  4. Tree stakes, tree ties and guy wires shall be of materials matching those existing on a work site, or as specified by the City or designated representative.
  5. Replacement trees, shrubs, ground cover and other plants shall be of a size, condition and variety specified by the City or designated representative. All material shall be inspected by the City prior to installation.
  6. Lawn seed for reseeding shall be a certified mixture of perennial rye grass, bluegrass, and fine fescue. All seed mixes must be approved by the City representative prior to use.
  7. Irrigation replacement parts shall be of the highest quality, name brand, and approved by City or designated representative.

## EXHIBIT "B"

### SCHEDULE OF SERVICES

#### Contractor's Monthly Schedule

The Contractor shall submit a Monthly Maintenance Schedule via email in PDF format or other suitable format approved by the City, with the specific times and dates for ordinary work performed at each park as required in these specifications. The following information on attached "**Monthly Schedule**" shall be provided at least 3 ordinary business days (not including weekends) prior to the end of the previous month, and Monthly Payments to the Contractor may be withheld until an acceptable Monthly Schedule is submitted to the City:

- A. Current irrigation schedule and irrigation checks: current irrigation schedules are expected to be available and monitored online, as well as adjusted online.
- B. Fertilizer applications.
- C. Pruning.
- D. Completion of additional service requests that have been authorized by the City.
- E. Scheduled location by park name or as approved, date, and time frame of maintenance work, number of staff, etc.
- F. Report of all materials repaired or replaced as a result of vandalism.
- G. All spray reports and records required by the Department of Agriculture and the City of Antioch.
- H. Irrigation repair reports

EXHIBIT "C"

COMPENSATION

OFFICIAL PROPOSAL SUBMITTAL

PAGE 1 OF 13

INITIAL HERE JS \_\_\_\_\_

**PROPOSAL SUBMITTAL FORMS**  
**PROPOSAL NO. 988-0410-24 PARK MAINTENANCE**

The undersigned Proposer declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to Proposers. The undersigned proposer certifies that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. Proposer further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the proposer represents that he/she is competent, knowledgeable and has special skills on the nature, extent, and inherent conditions of the work to be performed. Proposer further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Proposer acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the maintenance services with respect to such hazards.

Does proposal conform to all requirements listed in this document and drawings? Yes  
If NO, explain non-conforming specifications in detail on separate sheet.

Proposer has completed and submits with its proposal all forms included in Attachment "B" of the RFP, as follows:

- I. Fee Submittal
- II. Non-Collusion Declaration
- III. Proposer Acknowledgement
- IV. Fleet Compliance Certification
- V. DIR Certification

Proposer has addressed all Proposer submission requirements set forth in RFP, Section II.B, Content and Format.

Terms or Cash Discount (if other than net 30 days) N/A

Company Name Terracare Associates, LLC

Contact Name Justin Stewart

Title Vice President

Address 2800 East 18 Street

City/State/Zip Antioch CA 94509

Telephone 303.419.2311

FAX N/A

Email Address Justin.Stewart@myterracare.net

Contractor's License No. #1023572 Exp. Date 02/28/25

City of Antioch Business License No. 3009761 Exp. Date 04/30/2024

Signature  Date 4/10/24

Propo: 1 must be submitted in a sealed envelope with the proposal number, closing date, DIR number, and time on the outside envelope. Proposal must include all completed proposal forms, and all other content requirements specified in the RFP.

DELIVER PROPOSAL SUBMITTAL TO:

CITY OF ANTIOCH PUBLIC WORKS  
PROPOSAL NO. 988-0410-24  
1201 W 4<sup>TH</sup> STREET  
ANTIOCH, CA 94509

**I. Fee Submittal**

**Fee Schedule**

1.	<b>Almondridge Park</b>	Year 1	\$73,297	Service from 07/01/24-06/30/25
		Year 2	\$73,297	Service from 07/01/25-06/30/26
		Year 3	\$73,297	Service from 07/01/26-06/30/27
	Optional:	Year 4	\$75,496	Service from 07/01/27-06/30/28
		Year 5	\$75,496	Service from 07/01/28-06/30/29
		<b>TOTAL</b>	<b>\$370,885</b>	<b>ALL FIVE (5) YEARS</b>
2.	<b>Antioch Community Park</b>	Year 1	\$89,924	Service from 07/01/24-06/30/25
		Year 2	\$89,924	Service from 07/01/25-06/30/26
		Year 3	\$89,924	Service from 07/01/26-06/30/27
	Optional:	Year 4	\$92,622	Service from 07/01/27-06/30/28
		Year 5	\$92,622	Service from 07/01/28-06/30/29
		<b>TOTAL</b>	<b>\$455,016</b>	<b>ALL FIVE (5) YEARS</b>
3-A.	<b>Antioch Community Center</b>	Year 1	\$56,981	Service from 07/01/24-06/30/25
		Year 2	\$56,981	Service from 07/01/25-06/30/26
		Year 3	\$56,981	Service from 07/01/26-06/30/27
	Optional:	Year 4	\$58,691	Service from 07/01/27-06/30/28
		Year 5	\$58,691	Service from 07/01/28-06/30/29
		<b>TOTAL</b>	<b>\$288,326</b>	<b>ALL FIVE (5) YEARS</b>
3-B.	<b>Antioch Water Park - Inside</b>	Year 1	\$32,089	Service from 07/01/24-06/30/25
		Year 2	\$32,089	Service from 07/01/25-06/30/26
		Year 3	\$32,089	Service from 07/01/26-06/30/27
	Optional:	Year 4	\$33,052	Service from 07/01/27-06/30/28
		Year 5	\$33,052	Service from 07/01/28-06/30/29
		<b>TOTAL</b>	<b>\$162,371</b>	<b>ALL FIVE (5) YEARS</b>
3-C.	<b>Antioch Water Park - Outside</b>	Year 1	\$22,743	Service from 07/01/24-06/30/25
		Year 2	\$22,743	Service from 07/01/25-06/30/26
		Year 3	\$22,743	Service from 07/01/26-06/30/27
	Optional:	Year 4	\$23,425	Service from 07/01/27-06/30/28
		Year 5	\$23,425	Service from 07/01/28-06/30/29
		<b>TOTAL</b>	<b>\$115,080</b>	<b>ALL FIVE (5) YEARS</b>
4.	<b>Bay Miwok Meadow Park</b>	Year 1	\$61,060	Service from 07/01/24-06/30/25
		Year 2	\$61,060	Service from 07/01/25-06/30/26
		Year 3	\$61,060	Service from 07/01/26-06/30/27
	Optional:	Year 4	\$62,891	Service from 07/01/27-06/30/28
		Year 5	\$62,891	Service from 07/01/28-06/30/29
		<b>TOTAL</b>	<b>\$308,962</b>	<b>ALL FIVE (5) YEARS</b>
5.	<b>Canal Park</b>	Year 1	\$56,345	Service from 07/01/24-06/30/25
		Year 2	\$56,345	Service from 07/01/25-06/30/26
		Year 3	\$56,345	Service from 07/01/26-06/30/27
	Optional:	Year 4	\$58,035	Service from 07/01/27-06/30/28
		Year 5	\$58,035	Service from 07/01/28-06/30/29
		<b>TOTAL</b>	<b>\$285,106</b>	<b>ALL FIVE (5) YEARS</b>

**6. Chaparral Park**

Year 1	<u>\$48,496</u>	Service from 07/01/24-06/30/25
Year 2	<u>\$48,496</u>	Service from 07/01/25-06/30/26
Year 3	<u>\$48,496</u>	Service from 07/01/26-06/30/27

Optional:

Year 4	<u>\$49,951</u>	Service from 07/01/27-06/30/28
Year 5	<u>\$49,951</u>	Service from 07/01/28-06/30/29
<b>TOTAL</b>	<u>\$245,392</u>	ALL FIVE (5) YEARS

**7. Chichibu Park**

Year 1	<u>\$41,084</u>	Service from 07/01/24-06/30/25
Year 2	<u>\$41,084</u>	Service from 07/01/25-06/30/26
Year 3	<u>\$41,084</u>	Service from 07/01/26-06/30/27

Optional:

Year 4	<u>\$42,317</u>	Service from 07/01/27-06/30/28
Year 5	<u>\$42,317</u>	Service from 07/01/28-06/30/29
<b>TOTAL</b>	<u>\$207,887</u>	ALL FIVE (5) YEARS

**8. City Park**

Year 1	<u>\$36,209</u>	Service from 07/01/24-06/30/25
Year 2	<u>\$36,209</u>	Service from 07/01/25-06/30/26
Year 3	<u>\$36,209</u>	Service from 07/01/26-06/30/27

Optional:

Year 4	<u>\$37,296</u>	Service from 07/01/27-06/30/28
Year 5	<u>\$37,296</u>	Service from 07/01/28-06/30/29
<b>TOTAL</b>	<u>\$183,219</u>	ALL FIVE (5) YEARS

**9. Contra Loma Estates Park**

Year 1	<u>\$12,363</u>	Service from 07/01/24-06/30/25
Year 2	<u>\$12,363</u>	Service from 07/01/25-06/30/26
Year 3	<u>\$12,363</u>	Service from 07/01/26-06/30/27

Optional:

Year 4	<u>\$12,734</u>	Service from 07/01/27-06/30/28
Year 5	<u>\$12,734</u>	Service from 07/01/28-06/30/29
<b>TOTAL</b>	<u>\$62,555</u>	ALL FIVE (5) YEARS

**10. Country Manor Park & Ext.**

Year 1	<u>\$35,988</u>	Service from 07/01/24-06/30/25
Year 2	<u>\$35,988</u>	Service from 07/01/25-06/30/26
Year 3	<u>\$35,988</u>	Service from 07/01/26-06/30/27

Optional:

Year 4	<u>\$37,067</u>	Service from 07/01/27-06/30/28
Year 5	<u>\$37,067</u>	Service from 07/01/28-06/30/29
<b>TOTAL</b>	<u>\$182,098</u>	ALL FIVE (5) YEARS

**11. Dallas Ranch Park**

Year 1	<u>\$26,944</u>	Service from 07/01/24-06/30/25
Year 2	<u>\$26,944</u>	Service from 07/01/25-06/30/26
Year 3	<u>\$26,944</u>	Service from 07/01/26-06/30/27

Optional:

Year 4	<u>\$27,752</u>	Service from 07/01/27-06/30/28
Year 5	<u>\$27,752</u>	Service from 07/01/28-06/30/29
<b>TOTAL</b>	<u>\$136,337</u>	ALL FIVE (5) YEARS

**12. Deerfield Mini Park**

Year 1	<u>\$13,296</u>	Service from 07/01/24-06/30/25
Year 2	<u>\$13,296</u>	Service from 07/01/25-06/30/26
Year 3	<u>\$13,296</u>	Service from 07/01/26-06/30/27

Optional:

Year 4	<u>\$13,695</u>	Service from 07/01/27-06/30/28
Year 5	<u>\$13,695</u>	Service from 07/01/28-06/30/29
<b>TOTAL</b>	<u>\$67,279</u>	ALL FIVE (5) YEARS



**13. Diablo West Park**

Year 1	<u>\$34,290</u>	Service from 07/01/24-06/30/25
Year 2	<u>\$34,290</u>	Service from 07/01/25-06/30/26
Year 3	<u>\$34,290</u>	Service from 07/01/26-06/30/27

Optional:

Year 4	<u>\$35,319</u>	Service from 07/01/27-06/30/28
Year 5	<u>\$35,319</u>	Service from 07/01/28-06/30/29
<b>TOTAL</b>	<u>\$173,507</u>	ALL FIVE (5) YEARS

**14. Eagleridge Park**

Year 1	<u>\$40,197</u>	Service from 07/01/24-06/30/25
Year 2	<u>\$40,197</u>	Service from 07/01/25-06/30/26
Year 3	<u>\$40,197</u>	Service from 07/01/26-06/30/27

Optional:

Year 4	<u>\$41,403</u>	Service from 07/01/27-06/30/28
Year 5	<u>\$41,403</u>	Service from 07/01/28-06/30/29
<b>TOTAL</b>	<u>\$203,398</u>	ALL FIVE (5) YEARS

**15. Fairview Park**

Year 1	<u>\$21,551</u>	Service from 07/01/24-06/30/25
Year 2	<u>\$21,551</u>	Service from 07/01/25-06/30/26
Year 3	<u>\$21,551</u>	Service from 07/01/26-06/30/27

Optional:

Year 4	<u>\$22,198</u>	Service from 07/01/27-06/30/28
Year 5	<u>\$22,198</u>	Service from 07/01/28-06/30/29
<b>TOTAL</b>	<u>\$109,049</u>	ALL FIVE (5) YEARS

**16. Gentrytown Park**

Year 1	<u>\$60,242</u>	Service from 07/01/24-06/30/25
Year 2	<u>\$60,242</u>	Service from 07/01/25-06/30/26
Year 3	<u>\$60,242</u>	Service from 07/01/26-06/30/27

Optional:

Year 4	<u>\$62,049</u>	Service from 07/01/27-06/30/28
Year 5	<u>\$62,049</u>	Service from 07/01/28-06/30/29
<b>TOTAL</b>	<u>\$304,823</u>	ALL FIVE (5) YEARS

**17. Hansen Park**

Year 1	<u>\$33,147</u>	Service from 07/01/24-06/30/25
Year 2	<u>\$33,147</u>	Service from 07/01/25-06/30/26
Year 3	<u>\$33,147</u>	Service from 07/01/26-06/30/27

Optional:

Year 4	<u>\$34,142</u>	Service from 07/01/27-06/30/28
Year 5	<u>\$34,142</u>	Service from 07/01/28-06/30/29
<b>TOTAL</b>	<u>\$167,726</u>	ALL FIVE (5) YEARS

**18. Harbour Park**

Year 1	<u>\$32,543</u>	Service from 07/01/24-06/30/25
Year 2	<u>\$32,543</u>	Service from 07/01/25-06/30/26
Year 3	<u>\$32,543</u>	Service from 07/01/26-06/30/27

Optional:

Year 4	<u>\$33,519</u>	Service from 07/01/27-06/30/28
Year 5	<u>\$33,519</u>	Service from 07/01/28-06/30/29
<b>TOTAL</b>	<u>\$164,666</u>	ALL FIVE (5) YEARS

**19. Heidorn Park**

Year 1	<u>\$30,008</u>	Service from 07/01/24-06/30/25
Year 2	<u>\$30,008</u>	Service from 07/01/25-06/30/26
Year 3	<u>\$30,008</u>	Service from 07/01/26-06/30/27

Optional:

Year 4	<u>\$30,908</u>	Service from 07/01/27-06/30/28
Year 5	<u>\$30,908</u>	Service from 07/01/28-06/30/29
<b>TOTAL</b>	<u>\$151,840</u>	ALL FIVE (5) YEARS



<b>20. Hillcrest Park</b>	Year 1	<u>\$41,645</u>	Service from 07/01/24-06/30/25	
	Year 2	<u>\$41,645</u>	Service from 07/01/25-06/30/26	
	Year 3	<u>\$41,645</u>	Service from 07/01/26-06/30/27	
	Optional:			
	Year 4	<u>\$42,894</u>	Service from 07/01/27-06/30/28	
	Year 5	<u>\$42,894</u>	Service from 07/01/28-06/30/29	
	<b>TOTAL</b>	<u><b>\$210,724</b></u>	<b>ALL FIVE (5) YEARS</b>	
	<b>21. Jacobsen Park</b>	Year 1	<u>\$12,373</u>	Service from 07/01/24-06/30/25
		Year 2	<u>\$12,373</u>	Service from 07/01/25-06/30/26
		Year 3	<u>\$12,373</u>	Service from 07/01/26-06/30/27
Optional:				
Year 4		<u>\$12,744</u>	Service from 07/01/27-06/30/28	
Year 5		<u>\$12,744</u>	Service from 07/01/28-06/30/29	
<b>TOTAL</b>		<u><b>\$62,608</b></u>	<b>ALL FIVE (5) YEARS</b>	
<b>22. Julpun Park</b>		Year 1	<u>\$129,528</u>	Service from 07/01/24-06/30/25
		Year 2	<u>\$129,528</u>	Service from 07/01/25-06/30/26
		Year 3	<u>\$129,528</u>	Service from 07/01/26-06/30/27
	Optional:			
	Year 4	<u>\$133,414</u>	Service from 07/01/27-06/30/28	
	Year 5	<u>\$133,414</u>	Service from 07/01/28-06/30/29	
	<b>TOTAL</b>	<u><b>\$655,412</b></u>	<b>ALL FIVE (5) YEARS</b>	
	<b>23. Knoll Park</b>	Year 1	<u>\$24,798</u>	Service from 07/01/24-06/30/25
		Year 2	<u>\$24,798</u>	Service from 07/01/25-06/30/26
		Year 3	<u>\$24,798</u>	Service from 07/01/26-06/30/27
Optional:				
Year 4		<u>\$25,542</u>	Service from 07/01/27-06/30/28	
Year 5		<u>\$25,542</u>	Service from 07/01/28-06/30/29	
<b>TOTAL</b>		<u><b>\$125,477</b></u>	<b>ALL FIVE (5) YEARS</b>	
<b>24. Marchetti Park</b>		Year 1	<u>\$18,573</u>	Service from 07/01/24-06/30/25
		Year 2	<u>\$18,573</u>	Service from 07/01/25-06/30/26
		Year 3	<u>\$18,573</u>	Service from 07/01/26-06/30/27
	Optional:			
	Year 4	<u>\$19,131</u>	Service from 07/01/27-06/30/28	
	Year 5	<u>\$19,131</u>	Service from 07/01/28-06/30/29	
	<b>TOTAL</b>	<u><b>\$93,982</b></u>	<b>ALL FIVE (5) YEARS</b>	
	<b>25. Markley Creek Park</b>	Year 1	<u>\$22,848</u>	Service from 07/01/24-06/30/25
		Year 2	<u>\$22,848</u>	Service from 07/01/25-06/30/26
		Year 3	<u>\$22,848</u>	Service from 07/01/26-06/30/27
Optional:				
Year 4		<u>\$23,533</u>	Service from 07/01/27-06/30/28	
Year 5		<u>\$23,533</u>	Service from 07/01/28-06/30/29	
<b>TOTAL</b>		<u><b>\$115,611</b></u>	<b>ALL FIVE (5) YEARS</b>	
<b>26. Meadow Creek Park</b>		Year 1	<u>\$29,177</u>	Service from 07/01/24-06/30/25
		Year 2	<u>\$29,177</u>	Service from 07/01/25-06/30/26
		Year 3	<u>\$29,177</u>	Service from 07/01/26-06/30/27
	Optional:			
	Year 4	<u>\$30,053</u>	Service from 07/01/27-06/30/28	
	Year 5	<u>\$30,053</u>	Service from 07/01/28-06/30/29	
	<b>TOTAL</b>	<u><b>\$147,638</b></u>	<b>ALL FIVE (5) YEARS</b>	

<b>27. Meadowbrook</b>	Year 1	<u>\$19,319</u>	Service from 07/01/24-06/30/25	
	Year 2	<u>\$19,319</u>	Service from 07/01/25-06/30/26	
	Year 3	<u>\$19,319</u>	Service from 07/01/26-06/30/27	
	Optional:			
	Year 4	<u>\$19,899</u>	Service from 07/01/27-06/30/28	
	Year 5	<u>\$19,899</u>	Service from 07/01/28-06/30/29	
	<b>TOTAL</b>	<u>\$97,754</u>	ALL FIVE (5) YEARS	
	<b>28. Memorial Tree Grove</b>	Year 1	<u>\$11,718</u>	Service from 07/01/24-06/30/25
		Year 2	<u>\$11,718</u>	Service from 07/01/25-06/30/26
		Year 3	<u>\$11,718</u>	Service from 07/01/26-06/30/27
Optional:				
Year 4		<u>\$12,070</u>	Service from 07/01/27-06/30/28	
Year 5		<u>\$12,070</u>	Service from 07/01/28-06/30/29	
<b>TOTAL</b>		<u>\$59,293</u>	ALL FIVE (5) YEARS	
<b>29. Mira Vista Park</b>		Year 1	<u>\$25,965</u>	Service from 07/01/24-06/30/25
		Year 2	<u>\$25,965</u>	Service from 07/01/25-06/30/26
		Year 3	<u>\$25,965</u>	Service from 07/01/26-06/30/27
	Optional:			
	Year 4	<u>\$26,744</u>	Service from 07/01/27-06/30/28	
	Year 5	<u>\$26,744</u>	Service from 07/01/28-06/30/29	
	<b>TOTAL</b>	<u>\$131,385</u>	ALL FIVE (5) YEARS	
	<b>30. Mira Vista Hills Park</b>	Year 1	<u>\$34,622</u>	Service from 07/01/24-06/30/25
		Year 2	<u>\$34,622</u>	Service from 07/01/25-06/30/26
		Year 3	<u>\$34,622</u>	Service from 07/01/26-06/30/27
Optional:				
Year 4		<u>\$35,660</u>	Service from 07/01/27-06/30/28	
Year 5		<u>\$35,660</u>	Service from 07/01/28-06/30/29	
<b>TOTAL</b>		<u>\$175,186</u>	ALL FIVE (5) YEARS	
<b>31. Mountaire Park</b>		Year 1	<u>\$22,248</u>	Service from 07/01/24-06/30/25
		Year 2	<u>\$22,248</u>	Service from 07/01/25-06/30/26
		Year 3	<u>\$22,248</u>	Service from 07/01/26-06/30/27
	Optional:			
	Year 4	<u>\$22,916</u>	Service from 07/01/27-06/30/28	
	Year 5	<u>\$22,916</u>	Service from 07/01/28-06/30/29	
	<b>TOTAL</b>	<u>\$112,577</u>	ALL FIVE (5) YEARS	
	<b>32. Nelson Ranch Park</b>	Year 1	<u>\$102,018</u>	Service from 07/01/24-06/30/25
		Year 2	<u>\$102,018</u>	Service from 07/01/25-06/30/26
		Year 3	<u>\$102,018</u>	Service from 07/01/26-06/30/27
Optional:				
Year 4		<u>\$105,079</u>	Service from 07/01/27-06/30/28	
Year 5		<u>\$105,079</u>	Service from 07/01/28-06/30/29	
<b>TOTAL</b>		<u>\$516,211</u>	ALL FIVE (5) YEARS	
<b>33. Prosserville Park</b>		Year 1	<u>\$11,253</u>	Service from 07/01/24-06/30/25
		Year 2	<u>\$11,253</u>	Service from 07/01/25-06/30/26
		Year 3	<u>\$11,253</u>	Service from 07/01/26-06/30/27
	Optional:			
	Year 4	<u>\$11,590</u>	Service from 07/01/27-06/30/28	
	Year 5	<u>\$11,590</u>	Service from 07/01/28-06/30/29	
	<b>TOTAL</b>	<u>\$56,939</u>	ALL FIVE (5) YEARS	

**34. Village East Park**

Year 1	<u>\$21,433</u>	Service from 07/01/24-06/30/25
Year 2	<u>\$21,433</u>	Service from 07/01/25-06/30/26
Year 3	<u>\$21,433</u>	Service from 07/01/26-06/30/27

Optional:

Year 4	<u>\$22,076</u>	Service from 07/01/27-06/30/28
Year 5	<u>\$22,076</u>	Service from 07/01/28-06/30/29
<b>TOTAL</b>	<u><b>\$108,449</b></u>	<b>ALL FIVE (5) YEARS</b>

**35. Williamson Ranch Park**

Year 1	<u>\$24,596</u>	Service from 07/01/24-06/30/25
Year 2	<u>\$24,596</u>	Service from 07/01/25-06/30/26
Year 3	<u>\$24,596</u>	Service from 07/01/26-06/30/27

Optional:

Year 4	<u>\$25,334</u>	Service from 07/01/27-06/30/28
Year 5	<u>\$25,334</u>	Service from 07/01/28-06/30/29
<b>TOTAL</b>	<u><b>\$124,457</b></u>	<b>ALL FIVE (5) YEARS</b>

**PROPOSAL GRAND TOTAL FOR ALL 35 PARKS FOR ALL 5 YEARS:\$** \$7,139,222

Seven million one hundred thirty-nine thousand two

Written Five Year Proposal Grand Total Amount: hundred twenty-two

All park sites are to be bid separately. The price shall include all provisions of the Park Maintenance Proposal No. 988-0410-24 request for proposal as specified within the contract made on a per year basis for the term of the five-year contract.

Note: Proposal amounts must be entered for each year. Failure to provide a proposal amount for any item will be considered non-responsive and will result in disqualification without recourse.

In compliance with the annexed notice inviting sealed proposals, the proposer hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Worker's Compensation Insurance and all payroll taxes on such labor) to complete this job as per the specifications as herein described in accordance with the special provision thereof, and agrees to enter into a contract thereof, at the quoted prices.

**RATES AND FEES FOR ADDITIONAL WORK – PARKS**

LABOR	HOURLY RATE				
	FY25	FY26	FY27	FY28	FY29
Maintenance Worker	\$ 55 /hr	\$ 55/hr	\$ 58/hr	\$ 60/hr	\$ 60 /hr
Irrigation Technician	\$ 80 /hr	\$ 80/hr	\$ 85/hr	\$ 85/hr	\$ 85 /hr
Supervisor	\$ 80 /hr	\$ 80/hr	\$ 85 /hr	\$ 85/hr	\$ 85 /hr
Emergency/Off Hour Response	\$ 150/hr	\$ 150/hr	\$ 160 /hr	\$ 160 /hr	\$ 160 /hr
Other (describe):					
	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr

**APPLICABLE EQUIPMENT**

	FY25	FY26	FY27	FY28	FY29
Tractor with Implements (spreader, auger, aerator)	\$ 150 /hr	\$ 150 /hr	\$ 150/hr	\$ 150 /hr	\$ 150 /hr
Spray Equipment	\$ 125 /hr	\$ 125/hr	\$ 125 /hr	\$ 125/hr	\$ 125 /hr
Dump Truck	\$ N/A /hr	\$ N/A /hr	\$ N/A /hr	\$ N/A /hr	\$ N/A /hr
Heavy Equipment	\$ N/A /hr	\$ N/A /hr	\$ N/A /hr	\$ N/A /hr	\$ N/A /hr
Silt Seeder	\$ N/A /hr	\$ N/A /hr	\$ N/A /hr	\$ N/A /hr	\$ N/A /hr
Other (describe):					
	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr

<b>DIRECTED WORK RATES – WEED ABATEMENT</b>					
	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>	<b>FY28</b>	<b>FY29</b>
<b>Per Acre Disking</b>	\$ 1800	\$ 1800	\$ 1800	\$ 1800	\$ 1800
<b>Per Acre Mowing</b>	\$ 1500	\$ 1500	\$ 1500	\$ 1500	\$ 1500
<b>Per Acre Hand Work</b>	\$ 2000	\$ 2000	\$ 2000	\$ 2000	\$ 2000
<b>Per Acre Herbicide</b>	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500

<b>MATERIAL MARKUP OVER WHOLESALE</b>	
<b>20%</b>	

## 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:**

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 appropriate to the Contractor's profession, with limit no less than \_\_\_\_\_ per occurrence or claim, \_\_\_\_\_ aggregate

**Workers' Compensation Insurance:**

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
- X  Performance Bond
- X  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.

ATTACHMENT "B"

PARK MAINTENANCE SERVICES  
RFP 988-0410-24  
Evaluation of Qualifications

RATER 1	RATER 2	RATER 3	AVERAGE	
100 Points	100 Points	100 Points	100 Points	
94	87	91	90.67	Terracare
79.4	70.4	77.4	75.73	Elite Maintenance & Tree Service
62	70	70	67.33	Westside Landscape & Construction
57	40	57	51.33	New Image Landscape Company

	per year	totals	contingency per year	grand totals	
FY 25-27	\$ 1,410,911.00	\$ 4,232,733.00	\$200,000.00	\$ 4,832,733.00	3 year total w/ contingency
FY 28-29	\$ 1,453,241.00	\$ 2,906,482.00	\$200,000.00	\$ 3,306,482.00	2 year total w/ contingency
		\$ 7,139,215.00		\$ 8,139,215.00	5 year grand total w/ contingency
		5 year bid total			



ATTACHMENT "C"



**3400 Almondridge Drive**

Approx. Serviceable Acreage: 8.6



**ANTIOCH**  
CALIFORNIA





## 2. Antioch Community Park

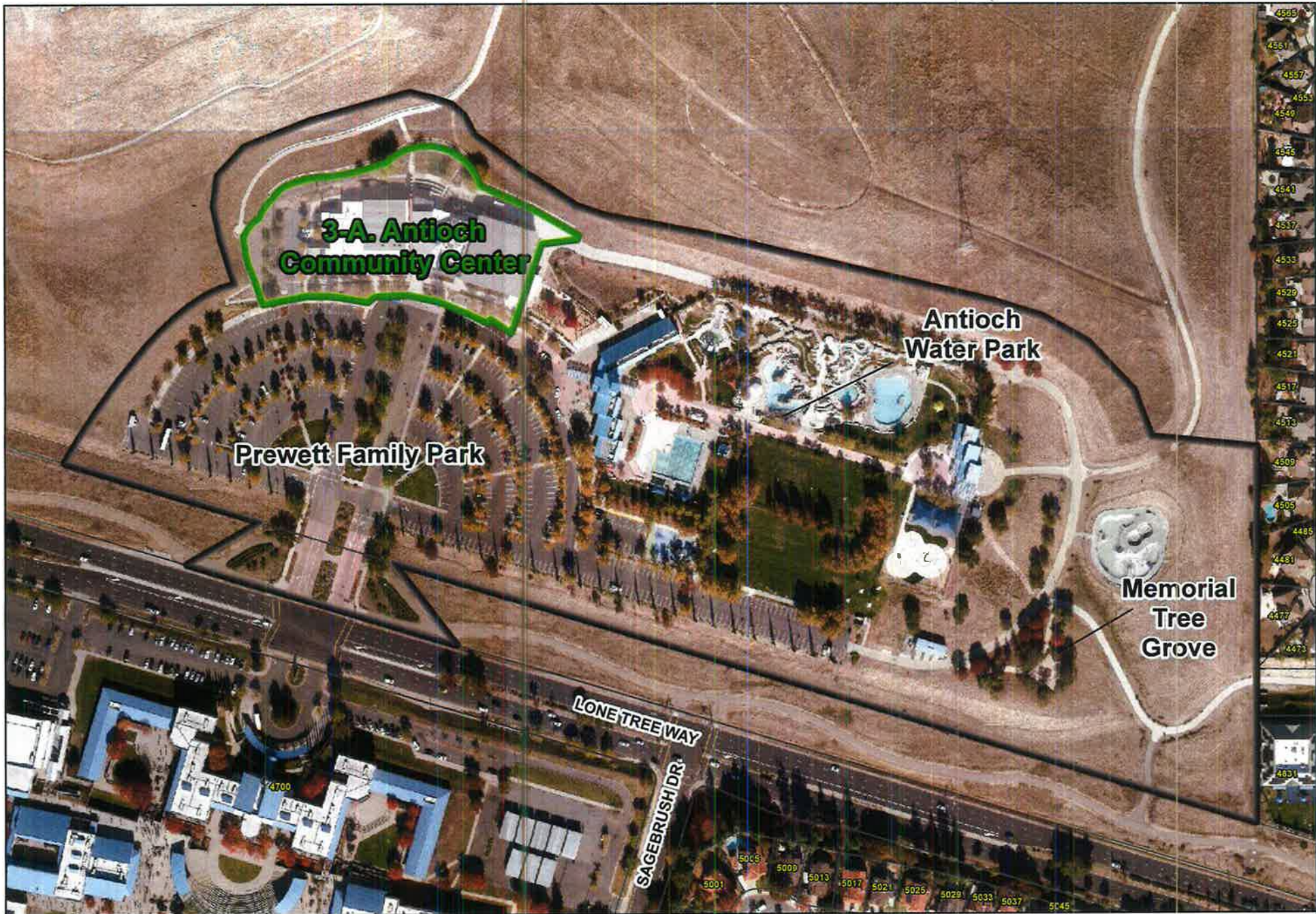
**801 James Donlon Boulevard**

Approx. Serviceable Acreage: 46.75



**ANTIOCH**  
CALIFORNIA





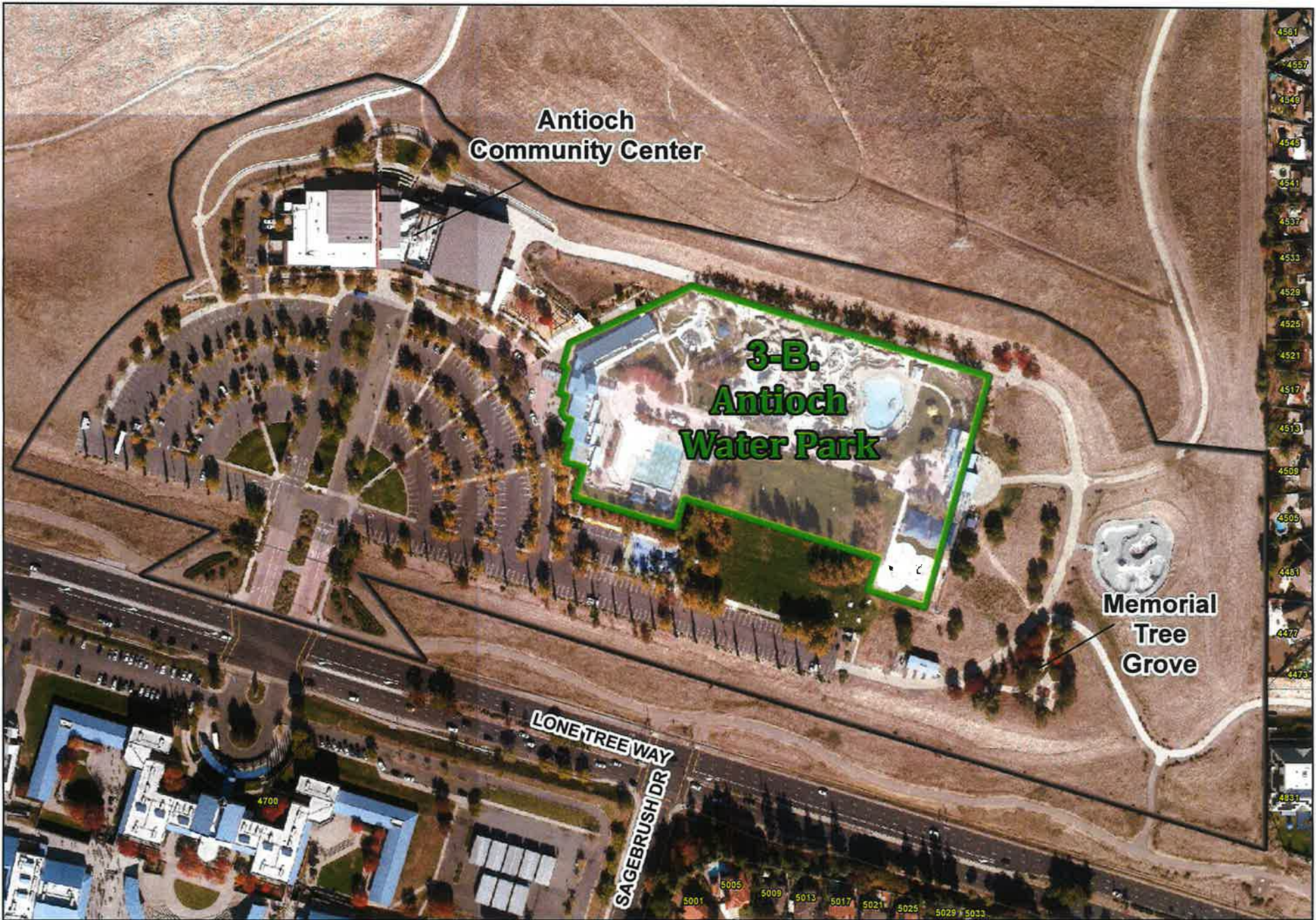
**4703 Lone Tree Way**

Approx. Serviceable Acreage: 2.48



**ANTIOCH**  
CALIFORNIA





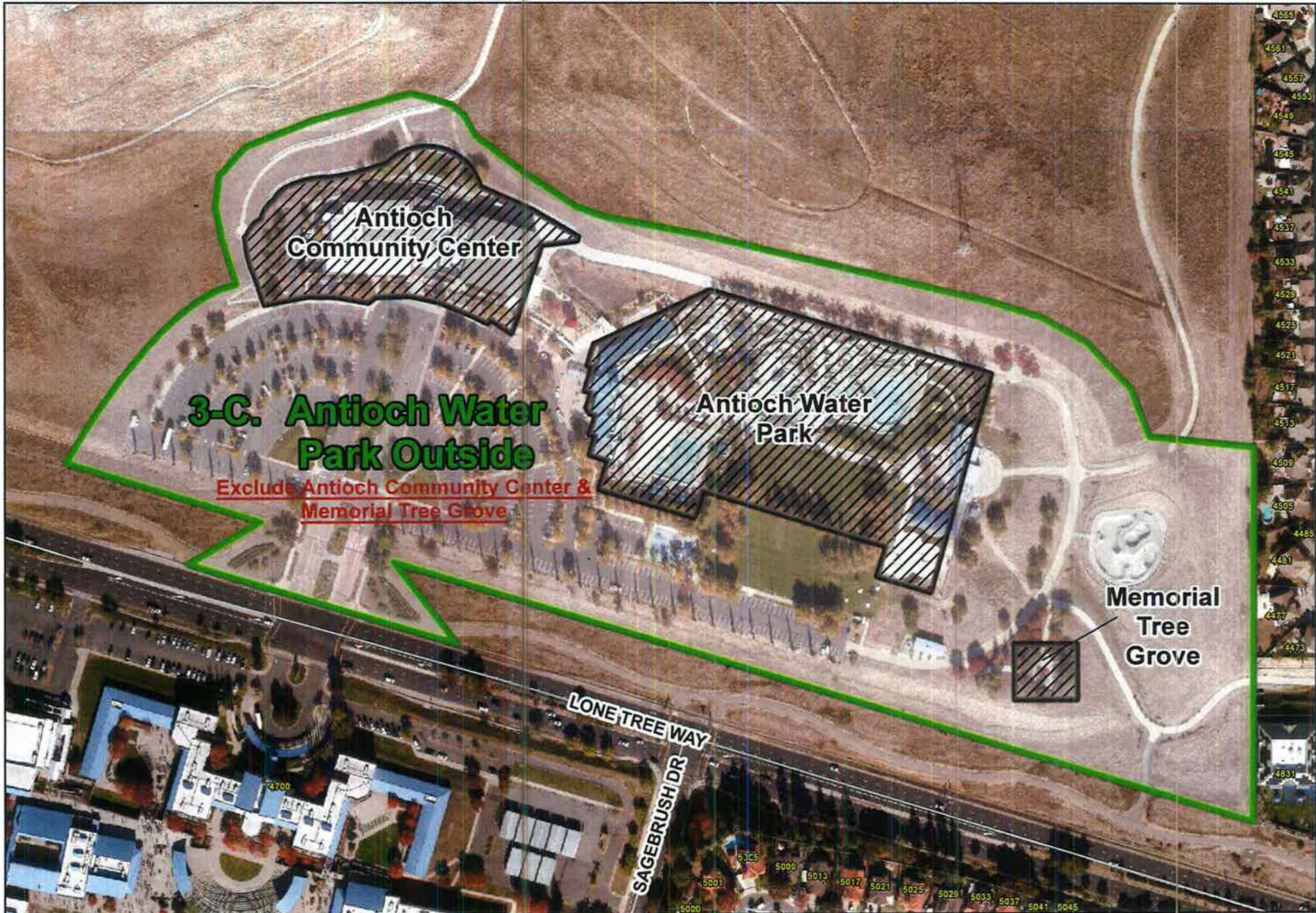
**4701 Lone Tree Way**

Approx. Serviceable Acreage: 5.19



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CALIFORNIA





**4701 Lone Tree Way**

Approx. Serviceable Acreage: 23.93



**ANTIOCH**  
CALIFORNIA









**Prewett Ranch Drive**

Approx. Serviceable Acreage: 5.89



**ANTIOCH**  
CALIFORNIA





## 6. Chichibu Park

**3200 Longview Road**

Approx. Serviceable Acreage: 6.16



**ANTIOCH**  
CALIFORNIA





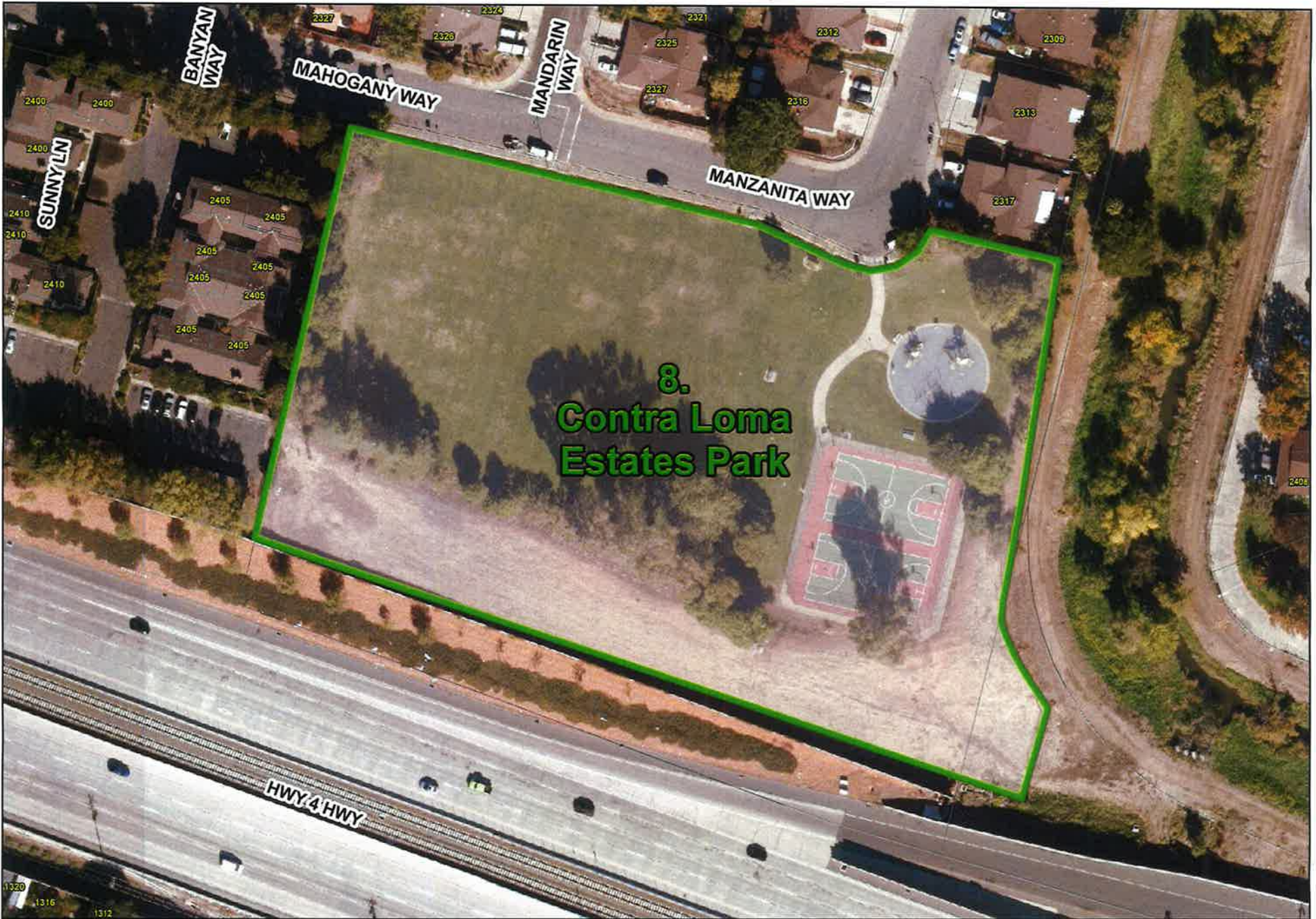
1000 A Street

Approx. Serviceable Acreage: 5.00



**ANTIOCH**  
CALIFORNIA





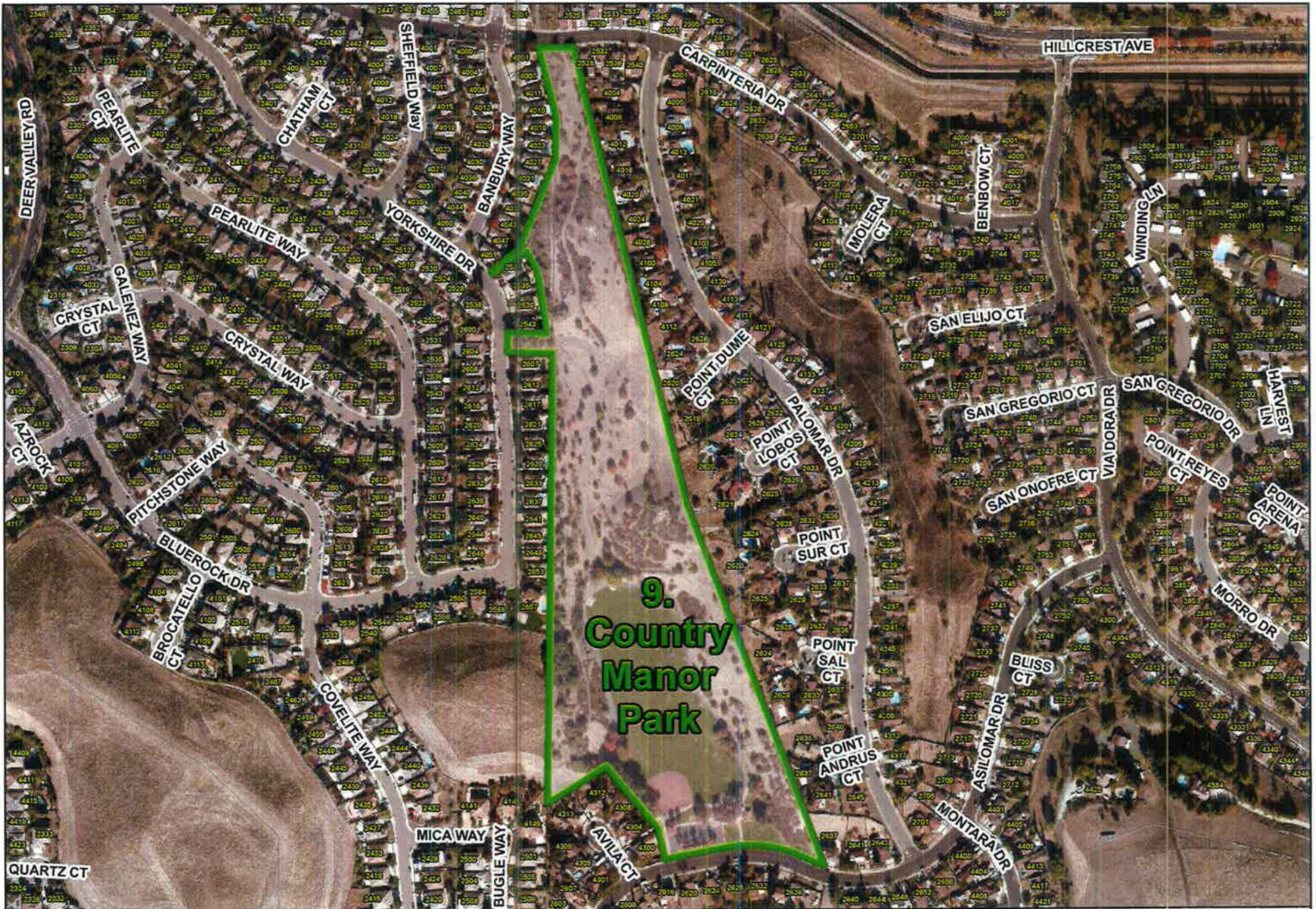
**2800 Mahogany Way**

Approx. Serviceable Acreage: 5.00



**ANTIOCH**  
CALIFORNIA





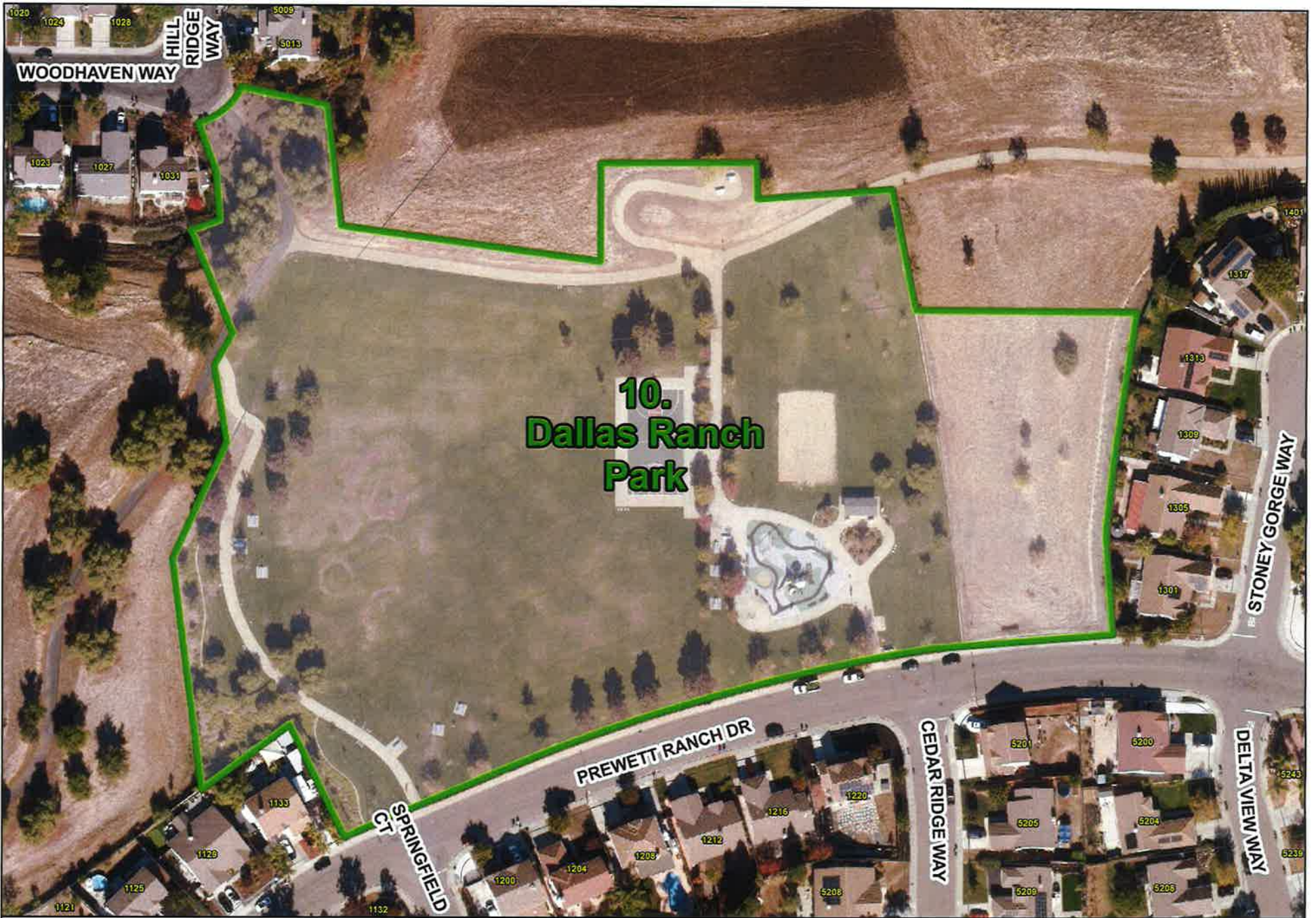
**2800 Asilomar Drive**

Approx. Serviceable Acreage: 21.00



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CALIFORNIA





**10.  
Dallas Ranch  
Park**

**1137 Prewett Ranch Drive**

Approx. Serviceable Acreage: 7.99



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**4700 Deerfield Drive**

Approx. Serviceable Acreage: 6.12



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**2000 Prewett Ranch Drive**

Approx. Serviceable Acreage: 4.04



**ANTIQUCH**  
CALIFORNIA





**13.  
Eagles' Ridge  
Park**

**4200 Eagleridge Drive**

Approx. Serviceable Acreage: 5.40



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# 14. Fairview Park

**1100 Crestview Drive**

Approx. Serviceable Acreage: 3.00



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CALIFORNIA





**2800 Carmona Way**

Approx. Serviceable Acreage: 14.00



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**5099 Hansen Drive**

Approx. Serviceable Acreage: 5.81



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CALIFORNIA





**2900 Ashburton Drive**

Approx. Serviceable Acreage: 7.76



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CALIFORNIA





## 18. Heidorn Park

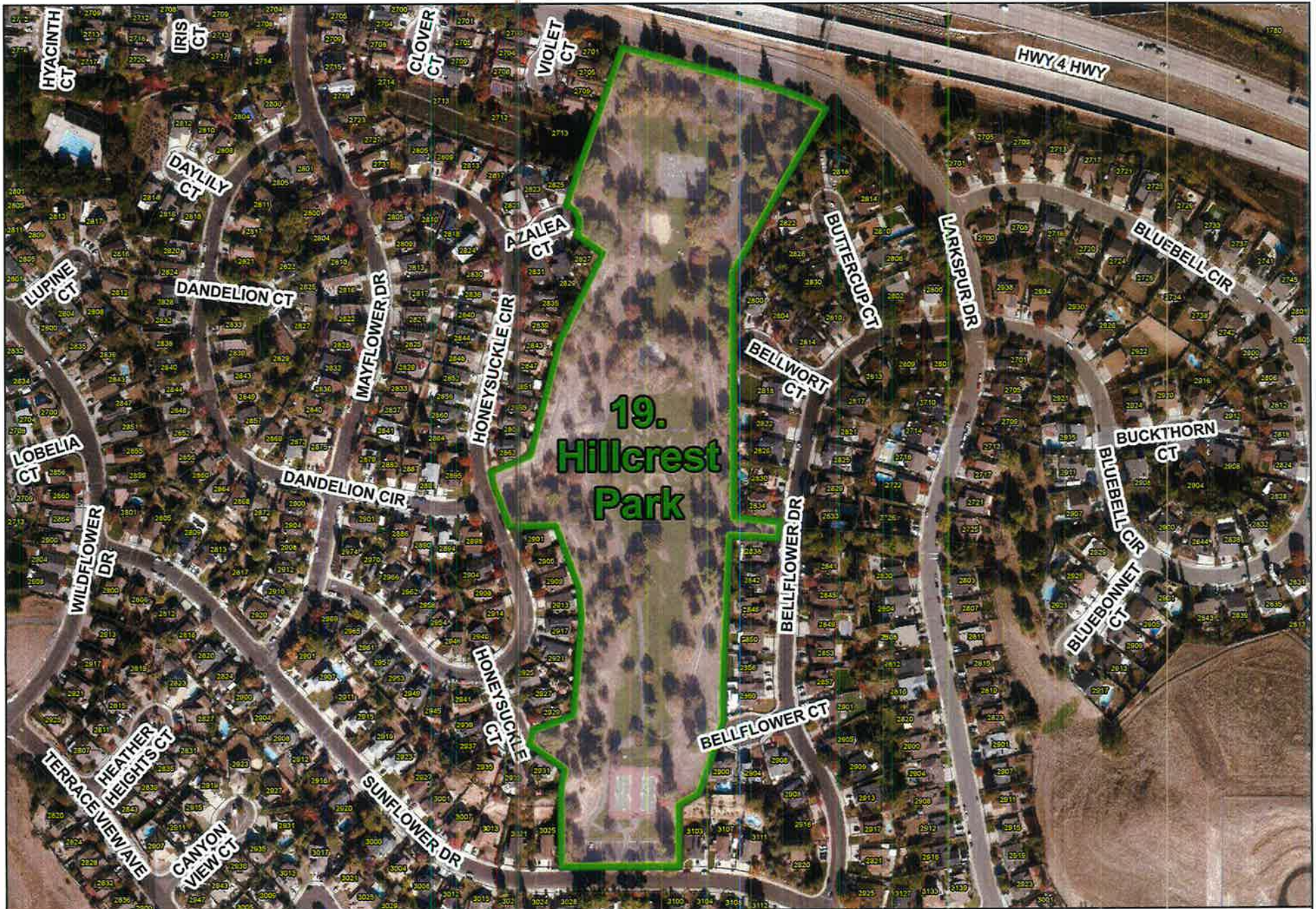
**Vista Grande Drive**

Approx. Serviceable Acreage: 3.27



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CALIFORNIA





**1300 Larkspur Drive**

Approx. Serviceable Acreage: 18.00



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**1600 Jacobsen Street**

Approx. Serviceable Acreage: 1.30



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**5000 Country Hills Drive**

Approx. Serviceable Acreage: 5.00



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**2500 Kendree Street**

Approx. Serviceable Acreage: 5.00



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**3301 Summit Way**

Approx. Serviceable Acreage: 4.06



**ANTIOCH**  
CALIFORNIA





**4707 Vista Grande Drive**

Approx. Serviceable Acreage: 5.00



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CALIFORNIA





**1300 Yellowstone Drive**

Approx. Serviceable Acreage: 2.90



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CALIFORNIA





**26. Memorial Tree**

**4701 Lone Tree Way**

Approx. Serviceable Acreage: 0.50



**ANTIOCH**  
CALIFORNIA





# 27. Mira Vista Park

**3000 S Francisco Way**

Approx. Serviceable Acreage: 6.80



**ANTIOCH**  
CALIFORNIA





**2000 Silverado Drive**

Approx. Serviceable Acreage: 9.20



**ANTIOCH**  
CALIFORNIA





# 29. Mountaire Park

**2600 Sunset Lane**

Approx. Serviceable Acreage: 5.10



**ANTIOCH**  
CALIFORNIA





**4700 Wildhorse Road**

Approx. Serviceable Acreage: 9.50



**ANTIOCH**  
CALIFORNIA





# 31. Prosserville Park

**1400 W 6th Street**

Approx. Serviceable Acreage: 1.60



**ANTIOCH**  
CALIFORNIA





# 32. Village East Park

**2700 Gentrytown Drive**

Approx. Serviceable Acreage: 3.77



**ANTIOCH**  
CALIFORNIA





# 33. Williamson Ranch Park

**5000 Lone Tree Way**

Approx. Serviceable Acreage: 5.00



**ANTIOCH**  
CALIFORNIA





**5151 Trimonti Circle**

Approx. Serviceable Acreage: 4.88



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CALIFORNIA





**5500 Sierra Trail Way**

Approx. Serviceable Acreage: 8.22

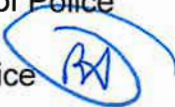


**ANTIOCH**  
CALIFORNIA



CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of May 14, 2024  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Michael Mellone, Lieutenant of Police  
**APPROVED BY:** Brian Addington, Chief of Police   
**SUBJECT:** Zencity Public Survey Tool Contract Extension

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving a one-year contract extension with Zencity for \$45,000 to continue operation of a public survey tool that the Antioch Police Department adopted January 1, 2023.

**FISCAL IMPACT**

The cost to extend services with Zencity for 2024 is \$45,000, which is already included in the Police Department FY 24 budget.

**DISCUSSION**

Zencity uses artificial intelligence (AI) and big data to assist with decision making for Police Department leadership. Zencity gathers and analyzes resident-generated feedback points from online and offline channels. Then, using advanced AI and machine learning, Zencity distills insights from this data and provides comprehensive and regular reporting to assist with developing focus areas for strategy, deployments, and policymaking.

Zencity's survey technology provides Police Department leadership with real-time feedback on community sentiment. At a time when the Department is rebuilding trust and transparency with the community, the Zencity platform includes features that produce analytics to track sentiment and obtain statistically representative measurements of public opinion.

On December 22, 2022, the City entered into a sole source agreement with Zencity to provide a public survey tool for the Police Department. This agreement was executed by former City Manager Cornelius Johnson and former Police Chief Steven Ford. The agreement was signed without the required Professional Services Agreement and review

by the City Attorney. The agreement they signed included an auto-renewal clause, which was unknown to the Police Department after the departure of the former City Manager and former Police Chief. The Police Department was informed by the vendor that we were unable to terminate the agreement for 2024 because it had auto-renewed. The Police Department does not wish to extend the service beyond 2024 and has already notified Zencity of our desire to cancel the agreement for 2025.

### **ATTACHMENTS**

- A. Resolution
- B. Zencity Contract from December 23, 2022
- C. Signed Sole Source Agreement from December 15, 2022

**ATTACHMENT "A"**

**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A ONE-YEAR EXTENSION OF THE AGREEMENT WITH ZENCITY TO PROVIDE SERVICES FROM JANUARY 1, 2024 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED \$45,000**

**WHEREAS**, Zencity has provided the City of Antioch, Police Department with public survey tools, analytics, metrics, and data since January 2023;

**WHEREAS**, the City of Antioch Police Department desires to continue using the services of the Zencity through December 31, 2024; and

**WHEREAS**, the continued use of Zencity's services will enhance police management, strategy, and deployment with the analysis of public feedback.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves a one-year extension of the agreement with Zencity to provide services from January 1, 2024 to December 31, 2024 in an amount not to exceed \$45,000.

\* \* \* \* \*

**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 14<sup>th</sup> day of May, 2024 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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





## ZENCITY ORDER FORM

Order form #: 11050

Order form prepared for: City of Antioch, CA

Order form expiration date: December 23, 2022

This Order Form ("**Order Form**") is entered into between the Zencity entity detailed below ("**Zencity**"), and the entity identified below ("**Customer**", and jointly with Zencity the "**Parties**"), as of the Effective Date (as defined below) which shall remain in effect for the duration of the Initial Term as defined below and any renewal term (the "**Term**") unless agreed otherwise explicitly and in writing between the Parties. This Order Form includes and incorporates the Zencity Terms and Conditions attached hereto as Appendix A (the "**T&Cs**"). In the event of any conflict between this Order Form and the T&Cs, the terms of this Order Form shall prevail. All prices are quoted in USD.

ZENCITY	
<b>Entity (legal) name:</b>	Zencity Technologies US Inc.
<b>Full address:</b>	1313 N Market St, Suite 5100 Wilmington, DE 19801
<b>Contact:</b>	Josie Peery
<b>Phone:</b>	765-714-7743
<b>Email:</b>	josie@zencity.io

CUSTOMER	
<b>Entity (legal) name:</b>	City of Antioch, CA
<b>Full address:</b>	200 H Street Antioch, CA 94509-1285
<b>Contact:</b>	Steven Ford
<b>Phone:</b>	925-778-2441
<b>Email:</b>	sford@antiochca.gov

RECURRING FEES						
Name	SKU	Product Description	Unit Price	QTY (units)	Initial Term Discount	Net Price
<b>Blockwise Quarterly</b>	ZC-BQ	Recurring survey measuring resident safety and trust in law enforcement agencies, with ongoing scores always viewable from a live dashboard and results aggregated into a report each quarter.	\$65,000	1 year	-\$ (20,000)	\$45,000
<b>Total Gross List Price</b>						<b>\$65,000</b>
<b>Total Initial Term Discounts</b>						<b>-\$ (20,000)</b>
<b>Total Fees</b>						<b>\$45,000</b>

Any additional modules, quantity increases or other custom development and integration work requested by Customer during the Term shall require an Order Form executed by the Parties, and shall be subject to the prevailing Zencity rate card subject to amendment from time to time.

ORDER FORM TERMS	
<b>Effective Date:</b>	January 1, 2023
<b>Initial Term:</b>	12 months, commencing on the Effective Date.

<b>Fees:</b>	The Fees are exclusive of any applicable taxes (including sales tax) and withholdings, which will be added to the Fees and paid by Customer, to the extent applicable.
<b>Payment Terms:</b>	The Fees shall be payable on an annual basis within 60 days of the Effective Date and on each annual anniversary thereof.
<b>Customer Billing Contact:</b>	Name: Steve Ford Phone: 925- 778-2441 Email: sford@antiochca.gov
<b>Customer PO # (if applicable):</b>	

**CUSTOMER**

Signature: *Steve Ford*  
Name: STEVEN FORD  
Title: CHIEF OF POLICE  
Date: 12/20/12

**ZENCITY**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Appendix A

### Zencity Terms and Conditions

#### 1. SOFTWARE LICENSE & SUPPORT SERVICES

- 1.1. Subject to the terms and conditions of these Zencity Terms and Conditions and of the applicable Order Form (collectively, the "**Agreement**"), Zencity hereby grants to Customer a personal, non-exclusive, non-transferable limited license to use the products and services licensed by Zencity to Customer (the "**Licensed Program**") identified in the applicable Order Form entered into by Zencity and Customer and the documentation and user manuals for the Licensed Program supplied by Zencity to Customer throughout the Term (the "**Documentation**").

For the purposes of this Section 1.1, the term "use" shall be only in accordance with the confidentiality provisions of this Agreement and shall include the rights to use the Licensed Program only for the use of the Customer's organization, company or institution.

For the purposes of this Section 1.1 the term "use" shall not include: (i) the right to make, use, or sell products incorporating the Licensed Program, or (ii) the right to sub-license the Licensed Program.

No right is granted to the source code of the Licensed Program or to create derivative works thereof or to transfer ownership of the media containing such software except as a part of, or with, or for use in the equipment with which it operates.

- 1.2. Routine customer support is available via email. Any claim will be answered within 24 hours of the report. On or before the Effective Date, Customer and Zencity shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. Zencity will not be obligated to provide support to any person other than the Customer's designated liaison.
- 1.3. During the Term, Customer may have access to Updates upon request at no additional cost. "**Updates**" shall mean certain new features as determined by Zencity, or fixes of minor errors in the Licensed Program which are incorporated in a new release of the Licensed Program.
- 1.4. Certain upgrades can be delivered to Customer upon commercial terms and conditions to be agreed upon. "**Upgrades**" shall mean enhancements, new functionalities that are added into the Licensed Program.

#### 2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Licensed Program, Documentation or data related to the Licensed Program, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Licensed Program; or copy, reproduce, rent, lease, distribute, assign, sell, or otherwise dispose of the Licensed Program, in whole or in part, or otherwise commercially exploit, transfer, or encumber rights to the Licensed Program; or remove any proprietary notices.
  - 2.2. Customer will use the Licensed Program only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions, surveillance and monitoring restrictions, and any privacy and data protection requirements).
  - 2.3. Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access, or otherwise use the Licensed Program and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Licensed Program, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent. To the extent Customer provides any Personal Data (as defined below) of personnel for registration purposes, Customer represents and warrants that it has any right, license, consent, and power and it has provided any notice, all as required under applicable law, to provide Zencity with such Personal Data and will be fully and solely responsible for providing only Personal Data of personnel related to the Customer. Zencity will handle such Personal Data in accordance with its Privacy Policy available at: <https://zencity.io/privacy-policy/>.
3. **PROPRIETARY RIGHTS.** Zencity retains all right, title, and interest in the Licensed Program, Documentation and any future modifications and enhancements thereof, and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark, and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein. Customer is granted only a limited right of use to the Licensed Program and Documentation as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this Agreement.
  4. **CONFIDENTIALITY.** Each party (the "**Receiving Party**") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent. "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable License Agreement). Zencity's Confidential Information includes, without limitation, the software underlying the Licensed Program and all Documentation. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Receiving Party shall, before receipt or usage of such Confidential Information inform its personnel of Receiving Party's confidentiality obligations under this Agreement. Notwithstanding the foregoing, Confidential Information does not include

information that: (i) has become publicly known through no breach by the Receiving Party; (ii) was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

#### 5. **DATA AND MATERIALS LICENSE.**

- 5.1. Customer grants Zencity a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information provided by Customer for use in, by, or in connection with the Licensed Program, any information collected, and/or any analysis of any such information conducted by the Licensed Program.
- 5.2. Any content created by Customer and provided to Zencity for use in connection with the Licensed Program or other services provided by Zencity ("**Customer Materials**") shall be the sole property of the Customer. Customer hereby grants Zencity and its successors and assigns a perpetual, irrevocable, transferrable, worldwide, royalty-free, fully paid-up, and non-exclusive license under any of Customer's intellectual property, moral or privacy rights to use, copy, distribute, display, modify and create derivative works of any Customer Materials for the provision of the services in accordance with the terms of this Agreement. The parties acknowledge that Zencity does not require any Personal Data to be provided in order to provide the Licensed Program and Customer undertakes that it shall not provide Zencity with any Personal Data as part of the Customer Materials. To the extent the Customer Materials shall include any Personal Data it shall be incidental and Customer shall be fully liable for such Personal Data in accordance with the terms of this Agreement and applicable law.

#### 6. **FEES.**

- 6.1. The fees for the Licensed Program ("**Fees**") are set forth in the applicable Order Form. Properly submitted invoices for which payment is not received within fourteen (14) days of the invoice due date shall accrue a late charge of 1.5% interest per month, compounding annually. The Fees are exclusive of any applicable taxes, which, if payable by Zencity, shall be billed to and paid by Customer, including any bank fees related to the Customer's wire transfer. Customer may not withhold or set-off any amounts from the Fees. For the avoidance of doubt, discounts or credits relating to any term defined in any Order Form shall apply to said term only and shall not carry over to any Renewal Term.

#### 7. **TERM & TERMINATION**

- 7.1. This Agreement shall commence on the Effective Date and continue for the period of the Licensed Program purchased pursuant to any applicable and outstanding Order Form, including any renewal term, unless earlier terminated in accordance with this Section 7. In the event of any Renewal Term, the Fees payable for the Licensed Program shall be updated as specified in the Order Form. Either party may terminate this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to cure the breach within seven (7) days after being given written notice thereof; or (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or any petition by or on behalf of such party is filed under any bankruptcy or similar laws.
- 7.2. The Initial Term shall be automatically extended for successive renewal terms of 12 months each (each, a "**Renewal Term**" and collectively with the Initial Term, the "**Term**") unless either party provides written notice of non-renewal to the other party at least 90 days before the end of each applicable term. Customer may terminate the Agreement on the [6] month anniversary of the Effective Date by providing written notice to such effect no less than [60] days in advance.
- 7.3. Upon termination, Customer will pay in full for the Licensed Program up to and including the effective date of termination. Upon any termination of this Agreement: (a) the license of the Licensed Program hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.
- 7.4. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

#### 8. **WARRANTY AND DISCLAIMER**

- 8.1. Zencity represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Licensed Program shall perform in accordance with generally prevailing industry standards.
- 8.2. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data, including without limitation, any Personal Data that may be included therein, provided to Zencity (if any) for use in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) Zencity's use of such data or materials including Customer Materials as contemplated hereunder will not violate the rights of any third party; (iv) it has all right, license and consent required to provide Zencity with the Customer Materials, including Personal Data contained therein, if and to the extent provided in accordance with Section 5.2 above; (v) the Customer Materials and



Zencity's use thereof in accordance with the terms of this Agreement does not and will not infringe upon any third party's right; and (vi) it shall at all times use the Licensed Program in compliance with applicable law. "**Personal Data**" have the definition ascribed to it by the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("**GDPR**") or any parallel term in the jurisdiction in which the Licensed Program is being used.

- 8.3. ZENCITY DOES NOT WARRANT THAT USE OF THE LICENSED PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LICENSED PROGRAM. EXCEPT AS SET FORTH IN THIS SECTION 8, THE LICENSED PROGRAM IS PROVIDED "AS IS" AND ZENCITY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ZENCITY DOES NOT WARRANT THAT ANY OR ALL FAILURES, DEFECTS OR ERRORS WILL BE CORRECTED, OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAM WILL MEET CUSTOMER'S REQUIREMENTS.
- 8.4. To the extent the Licensed Program or any services provided by Zencity hereunder are provided through or in connection with any third-party services, Zencity shall not have any responsibility for any technical issues or limitations resulting from the use of such third-party service, including actions of Zencity on such third-party service taken on behalf of and at the instruction of Customer. Customer acknowledges and agrees that use of any third-party service shall be in accordance with such third party's terms and privacy policy.
9. **LIMITATION OF LIABILITY.** NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA (EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.3 AND 5.2) OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO ZENCITY (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE LICENSED PROGRAM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
10. **MISCELLANEOUS.** Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable License Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of God, act of governmental authority, or due to war, riot, labor difficulty, pandemic, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. Zencity shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with Zencity's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to Zencity). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the License Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions and the competent courts of New York City shall have exclusive jurisdiction to hear any disputes arising hereunder.

**CITY OF ANTIOCH**  
**SOLE SOURCE/BRAND REQUEST**

**THIS FORM MUST BE COMPLETED AND APPROVED PRIOR TO  
ANY SOLE SOURCE PURCHASE OR CONTRACT UNDER \$50,000**

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When a request is made for a non-competitive purchase of goods or services, then the specification, special circumstances or special qualifications that justify limiting the bidding or contracting to one source must be justified in writing and approved by the City Manager or, if the amount of the contract exceeds the City Manager's authority, the City Council. In such cases, the requesting department must complete this form for approval. Please answer in the space provided, and/or in an attachment and address, by specific reference, each question listed below in your justification. ***Be sure to answer each part of each question.*** Failure to respond fully to any of the questions could result in delay or rejection of your request due to inadequate justification. **THIS FORM IS TO ONLY BE USED FOR ITEMS REQUIRING FINANCE DIRECTOR & CITY MANAGER APPROVAL. ITEMS OVER \$50,000 MUST BE TAKEN TO CITY COUNCIL FOR APPROVAL.**

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1. What is the cost of the good or service? \$45,000/Annually

a. **IF MORE THAN \$50,000 DISREGARD THIS FORM AND TAKE TO CITY COUNCIL**

2. Using appropriate detail, such as brand name, model number etc., briefly describe the product you wish to purchase. In the case of a service, use enough detail to clearly describe to someone not familiar with the process what you are purchasing.

*Founded in 2015, Zencity is the leading community input & insights platform for local governments. Built on the belief that community input should come from the many, and not just the vocal few, and be effortless for cities to execute, we've built the most robust platform to gather community input in government.*

*Our cross-channel platform takes civic engagement to the next level by ensuring that local governments can easily hear from and understand all of their community's needs and priorities. We do this with unique methodologies and technology that combine cutting-edge survey sampling. Together with our partner cities and counties, we're setting a new standard for performance management in local government.*

*Zencity's survey technology is designed to provide police leadership real time feedback on community sentiment—helping departments solve today's most critical policing challenge: how to test and improve trust. Our 'Survey Representativeness Engine' (SRE) serves as a critical innovation in sentiment tracking by providing the capability to conduct a statistically representative measurement of the opinions of any jurisdiction rapidly and faster than traditional surveys or polling.*

*Blockwise is full SaaS with a user-friendly interface for all users and does not require any installation, it is compatible with the latest browsers.*

*Blockwise surveys in multiple languages including, but not limited to, English, Spanish, and Vietnamese. Without requiring personal information in order to measure public trust, data is broken down by relevant geographies including zip codes, race, age, sex, education, and income.*

*Data is served through various dashboards to allowing APD for more informed decision making and community strategies.*

*Zencity supports our customers through multiple channels including phone, web and email. Zencity's training is continuous and ongoing throughout the implementation phase and ongoing through the entirety of the subscription. Training is unlimited for any user.*

3. Please check one:

- a.  SOLE SOURCE: Item is available from one source only; or item is one-of-a kind and is not sold through distributors; or manufacturer is exclusive distributor; or special circumstances and/or qualifications merit consideration of sole source to save money and/or time.
  - b.  SOLE BRAND: Various sources can supply the specified model and brand; competitive bids will be solicited for the requested brand only. Meets form, fit and function - nothing else will do.
  - c.  STANDARDIZATION REQUEST: The Department requires the item to standardize parts, design, quality etc. **(This requires a detailed memo with analysis and justification.)**
3. What are the unique performance features of the product, brand or service requested that are not available in any other product, brand or service? (For services: What unique qualifications, experience, rights, and/or licenses does this vendor possess?)

*The Blockwise technology leverages digital ad networks to recruit a representative sample to take surveys. We start with the Census data that tells us the actual makeup of every zip code in Antioch, broken down by relevant geographies; race, age, sex, education, income, and language. It allows us to set specific targets for what survey respondents are needed for every component part of a city to produce a representative sample.*

*The engine creates and targets digital ad campaigns to show up where your residents already are to invite them to take surveys. A recipient might see a digital ad with a picture of a local landmark and an invitation to share your opinion in the middle of Instagram stories, alongside an article in the local paper, or as a banner ad on a game app. Anywhere residents are already spending their time, we can reach them.*

*The result is a hyper-representative slice of the population as a whole, without the need for a lot of statistical manipulation.*

*We also provide an ongoing 24/7 performance management dashboard which measures resident attitudes toward public safety and confidence, allowing you to break down the data to understand sentiment across different demographics.*

*We ensure that the data collected covers all demographics within your community, so that you can be confident that every voice will be heard.*

*We distribute each survey through social media ads and web applications, meeting residents where they are and delivering your results within days. No action is necessary on APD's end.*

4. (a) Why are the unique performance features required (not merely preferred), and how would your requirement be inhibited without this particular service/item? or (b) What are the unique circumstances that compel (not merely make easier) the recommendation of this service/item at this particular time?

*The Zencity service ensures that the Antioch Police Department will hear from a representative sample of the population. It will also analyze trust and safety metrics that are crucial for planning and allocating resources.*

6. What other products/services, if any, have been examined and rejected, and why? *(Please provide a specific meaningful explanation, one vendor one feature at a time. For products be sure to clearly identify the product by name and model number and include the name, address, and telephone number of the company representative who's product you tested.) N/A*
7. If justification is based on matching and/or intermixing with existing equipment (refer to 3.c.), list the quantity, manufacturer, brand, and model of the existing equipment, and why the matching is required not simply preferred.

*Zencity offers several unique features including: 24-7 always-on community input, accessibility in several languages, survey responses received through targeted online advertising, multiple interactive dashboards to display the data.*

**I HEREBY CERTIFY THAT:**

1. I am an approved department representative and am aware of the City's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
2. I have gathered the required technical information and considered comparable and/or equal equipment/service.
3. I believe that a sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.



REQUESTOR \_\_\_\_\_ DATE: \_\_\_/\_\_\_/\_\_\_

DEPT. HEAD/ DIRECTOR: Dir. Steve Ford DATE: 12/15/22

FINANCE DIRECTOR:

APPROVED: ✓

NOT APPROVED: \_\_\_\_\_ DATE: 12/16/22

COMMENTS:

BY: [Signature]

FINAL APPROVAL: [Signature]

City Manager (Up to \$50,000)

## SOLE SOURCE/BRAND REQUEST

### B. PROCEDURE

Sole source/brand purchasing is an exception to the normal procurement function and requires a detailed justification.

If you are requesting a particular vendor, brand or product, you must make this fact clear on your requisition. Your request will then be restrictive and non-competitive, and will fall into a sole source/sole brand category.

Such a request should not be made unless you are confident that your request is reasonable and appropriately justified to meet the City's requirements and withstand any possible audit. The City's requirements and the format for submitting such requests are contained herein. Please make copies of the Sole Source/Brand Request form for your future use.

The following factors do not apply to sole source/brand requests and should not be included in your sole source/brand justification. They will not be considered and only tend to confuse the evaluation process.

1. Personal preference for product or vendor.
2. Vendor performance, and local service (these are generally considered award factors in competitive bidding).
3. Features which exceed the minimum department requirements.
4. Explanation for the actual need and basic use for the equipment, unless the information relates to a request for "unique factors" (refer to questions 2 and 3 from the Sole Source/Brand Request form).
5. A request for "no substitution" submitted without justification. This is a sole source/brand request requiring detailed justification including established sole source/brand criteria.



**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of May 14, 2024

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

**SUBMITTED BY:** Kwame P. Reed, Acting City Manager *KPR*

**SUBJECT:** 2024 Annual Employee Service Awards

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It is with great pleasure and admiration to present the 2024 Employee Service Awards honorees. The employees in Attachment A are being recognized for their years of service to the Antioch Community that reached a milestone of either 5, 10, 20, 25, and 30 years.

**ATTACHMENTS:**

A. 2024 Employee Service Awards



## 2024 SERVICE AWARDS (By Milestone)

### 5 Years

Ricardo Angelini Teixeira DS	Jesus Martinez
Dylan Armas	Matthew McCullah
Brandon Bushby	Javier Moreno
Monserrat Cabral	Kwame Reed
Ryan Carpenter	Thomas Lloyd Smith
Ashley Crandell	Warren Spohn
Kyle Hill	Caesar Tanguma
Zachary Looney	Sergio Vasquez

### 10 Years

Casey Brogdon	Tiffany Nguyen
Steven Callahan	Kyle Smith
Rashila Chaudhary	Thomas S. Smith
Scott Duggar	

### 20 Years

Kevin Scudero  
Mathew Summers

### 25 Years

Gavin Johnson  
Dawn Merchant  
Joseph Reese

### 30 Years

Manuel Hicks  
Robert Solari, Jr.  
Susan Vasquez



CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of May 14, 2024  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Thomas Lloyd Smith, City Attorney *TL*  
**SUBJECT:** REJECTION OF CLAIMS: KEITH BURTON, JUAN PABLO SAUCEDA, DASON MELIUS

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**RECOMMENDED ACTION**

It is recommended that the City Council reject the claims submitted by Keith Burton, Juan Pablo Saucedo and Dason Melius.

Should the City Council desire to discuss this matter, it would be scheduled for a future closed session.

**ATTACHMENTS**

None.

**0**


Agenda Item #

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of May 14, 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:** Adopting New Facility Reserve Fee for Treated Water Capacity in the Brackish Water Desalination Facility Replacing the Existing Charge for Capacity in Contra Costa Water District's Randall-Bold Water Treatment Plant

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the *Technical Memorandum – Facility Reserve Fee for Brackish Water Desalination Facility Assets*, dated April 30, 2024, and prepared by Pavletic Consulting LLC (the “Study”);
2. Adopting a new Facility Reserve Fee for Treated Water Capacity based on the Study;
3. Repealing and superseding the existing Facility Reserve Fee for Treated Water Capacity; and
4. Directing the Acting City Manager or his designee to notify Contra Costa Water District pursuant to the *Treated Water Service Amendatory Agreement* between the City and Contra Costa Water District that it is capping its capacity right thereunder.

**FISCAL IMPACT**

Currently, Treated Water Capacity Fees are collected by the City with building permits and remitted to Contra Costa Water District (CCWD) on a quarterly basis for capacity at the Randall-Bold Water Treatment Plant. Approval of this resolution will replace the existing fee with a new one that is \$428.62 per unit higher, repeal the agreement with CCWD and maintain the new fees collected in the City of Antioch's Water Enterprise Fund for the Brackish Water Desalination Facility. This will result in estimated revenues of \$678,900 annually for the City's Water Enterprise Fund. Actual revenues may vary substantially from this estimate depending on how many new connections are completed in any given fiscal year.

**DISCUSSION**

Presently, the City collects a water facility reserve fee for treated water capacity of \$1,121.38 per residential unit equivalent (based on a 5/8" by 3/4" meter) with each connection to the water system. Pursuant to the City's *Treated Water Service Amendatory Agreement* with CCWD, the fee funds the acquisition of additional capacity in the CCWD-owned Randall-Bold Water Treatment Plant (RBWTP).

The City's completion of the Brackish Water Desalination Facility creates the need to adopt a new water treatment capacity charge. The existence of the Brackish Water Desalination Facility reduces the need for capacity in RBWTP and eliminates the need for the acquisition of new capacity from CCWD. Thus, the existing water facility reserve fee for treated water capacity is no longer necessary. At the same time, new development should repay existing ratepayers for the investments that they have made to create the capacity in the Brackish Water Desalination Facility.

The *Technical Memorandum – Facility Reserve Fee for Brackish Water Desalination Facility Assets* (included as Exhibit 1 to the Resolution) calculates the amount of a new facility reserve fee for new development's purchase of capacity in the Brackish Water Desalination Facility. The calculated amount per residential unit equivalent is \$1,550.00, which is a 38% increase over the existing capacity charge for treated water capacity. The rates for all meter sizes and the residential customer classes are set out below:

<b>Meter size</b>	<b>Facility Reserve Fee for Treated Water Capacity</b>
5/8" x 3/4"	\$1,550
1-inch	\$3,900
1-1/2 inch	\$7,800
2-inch	\$12,400
3-inch	\$23,300
4-inch	\$38,900
6-inch	\$77,700
8-inch	\$12,4300
10-inch	\$178,700
12-inch	\$256,400
Residential:	
Single Dwelling (per unit)	\$1,550
Multi Family (2-4 units) (per unit)	\$1,550
Apartment/Mobile Home (per unit)	\$1,550

The resolution will become effective immediately. It will adopt the Study, and repeal and supersede the existing Water Facility Reserve Fee for Treated Water Capacity. Pursuant to the resolution, staff will formally notify CCWD the day after the action pursuant to the *Amendatory Treated Water Service Agreement* that the City will not be acquiring additional capacity in the RBWTP. Staff has already advised CCWD informally of the anticipated action at this meeting.

**ATTACHMENTS**

Resolution



ATTACHMENT "A"

RESOLUTION NO. 2024/\*\*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ADOPTING A NEW FACILITY RESERVE FEE FOR TREATED WATER CAPACITY IN  
THE BRACKISH WATER DESALINATION FACILITY REPLACING THE EXISTING  
CHARGE FOR CAPACITY IN CONTRA COSTA WATER DISTRICT'S RANDALL-  
BOLD WATER TREATMENT PLANT**

**WHEREAS**, the City collects a water facility reserve fee for treated water capacity of \$1,121.38 per residential unit equivalent (based on a 5/8" by 3/4" meter) with each connection to the water system, which funds the acquisition of additional capacity in the Contra Costa Water District-owned Randall-Bold Water Treatment Plant (RBWTP) pursuant to an agreement between the City and Contra Costa Water District (CCWD);

**WHEREAS**, the existence of the recently completed and operational Brackish Water Desalination Facility reduces the need for capacity in RBWTP and eliminates the need for the acquisition of new capacity from CCWD; and

**WHEREAS**, the existing water facility reserve fee for treated water capacity is no longer necessary, and a new fee is necessary to repay the City's ratepayers for the investments they have made on behalf of new development that will use capacity in the Brackish Water Desalination Facility.

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

1. Approves the *Technical Memorandum – Facility Reserve Fee for Brackish Water Desalination Facility Assets*, dated April 30, 2024, and prepared by Pavletic Consulting LLC (the "Study"), which is attached hereto as Exhibit "1";
2. Adopts the following Facility Reserve Fee for Treated Water Capacity based on the Study as follows (which shall replace the existing Facility Reserve Fee for Treated Water Capacity on page 16 of the City's Master Fee Schedule):

AI



**RESOLUTION NO. 2024/\*\***

May 14, 2024

Page 2 of 2

<b>Meter size</b>	<b>Facility Reserve Fee for Treated Water Capacity</b>
5/8" x 3/4"	\$1,550
1-inch	\$3,900
1-1/2 inch	\$7,800
2-inch	\$12,400
3-inch	\$23,300
4-inch	\$38,900
6-inch	\$77,700
8-inch	\$12,4300
10-inch	\$178,700
12-inch	\$256,400
Residential:	
Single Dwelling (per unit)	\$1,550
Multi Family (2-4 units) (per unit)	\$1,550

3. Repeals and supersedes the existing Water Treatment Capacity Charge; and
4. Directs the Acting City Manager or his designee to notify Contra Costa Water District pursuant to the Treated Water Service Amendatory Agreement between the City and Contra Costa Water District that it is capping its capacity right thereunder.

\* \* \* \* \*

**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 14th day of May 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

A2

EXHIBIT "1"

Pavletic Consulting LLC  
2014 Mann Pkwy, Celina, TX 75009  
Phone: 510.439.6264

Technical Memorandum

Prepared for: City of Antioch


Project Title: Development of New Water Facility Reserve Fee

**Technical Memorandum – Facility Reserve Fee for Brackish Water Desalination Facility Assets**

Date: April 30, 2024

To: Scott Buenting P.E., Interim Public Works Director/City Engineer

From: Tommy Pavletic, Pavletic Consulting LLC

Prepared by:   
Tommy Pavletic

**Limitations:**

*This document was prepared solely for the City of Antioch in accordance with professional standards at the time the services were performed and in accordance with the contract between City of Antioch and Pavletic Consulting LLC. This document is governed by the specific scope of work authorized by City of Antioch; it is not intended to be relied upon by any other party except for regulatory authorities contemplated by the scope of work. We have relied on information or instructions provided by City of Antioch and other parties and, unless otherwise expressly indicated, have made no independent investigation as to the validity, completeness, or accuracy of such information.*

A3

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A4

Water Facility Reserve Fees are levied on each new meter connected to the water system or on an existing water meter connection that has its meter replaced with a larger size water meter. The City collects two Facility Reserve Fees for Contra Costa Water District (CCWD) – one for treated water capacity and another for untreated (raw) water capacity – and remits the revenue to CCWD. The City has its own Facility Reserve Fee for its treatment, transmission, and distribution facilities.

Since development of water system asset values in 2015, the City is near completion of construction of a brackish water desalination facility. In this Technical Memorandum, a new Water Facility Reserve unit cost and fee schedule for brackish water desalination facility (BWDF) assets are developed.

## SECTION 1. BACKGROUND

Facility Reserve Fees – referred to as capacity charges in the California Government Code – are intended to recover both a portion of the Capital Improvement Program (CIP) costs, and utility rate payers' prior investment in capital facilities that support land development by providing capacity for new connections. The capacity charges that are developed in this report meet the regulatory requirements found in California Government Code Section 66000 *et sequentia* regarding the establishment of capacity charges.<sup>1</sup>

Government Code Section 66013 defines a capacity charges as “a charge for public facilities in existence at the time a charge is imposed or charges for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged, including supply or capacity contracts for rights or entitlements, real property interests, and entitlements and other rights of the local agency involving capital expense relating to its use of existing or new public facilities. A ‘capacity charge’ does not include a commodity charge.” Section 66013 also describes requirements related to use of revenue from capacity charges and providing information to the public. This memorandum does not examine the City's practices regarding those requirements.

## SECTION 2. CURRENT CCWD AND CITY WATER FACILITY RESERVE FEES

The basis for current Antioch Water Capacity Charges (Facility Reserve Fees) are described in Title 6 (Sanitation and Health), Chapter 5 (Water System) of the Antioch Municipal Code (AMC). Current Antioch Facility Reserve Fees are from the City's *Master Fee Schedule*, updated effective July 1, 2023. CCWD Facility Reserve Fees are from their Code of Regulations, Title 5, Water Supply and Rates, effective April 1, 2023.

Water Facility Reserve Fees are levied on each new meter connected to the water system or on an existing water meter connection that has its meter replaced with a larger size water meter.

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<sup>1</sup>The terms “facility reserve fee”, as used by the City, and “capacity charge”, as defined in the California Government Code and used in this study, are synonymous.



Current CCWD and City Water Facility Reserve fees are listed in the table below.

**Table 1. CCWD And City Water Facility Reserve Fees as of July 1, 2023**

Water Meter Size or Customer Class	Contra Costa Water District Untreated Water Capacity Fees	Contra Costa Water District Treated Water Capacity Fees	Antioch System Treatment/Transmission/Distribution	Total
5/8 x 3/4-inch	\$5,821.00	\$1,121.38	\$6,237.27	\$13,179.65
1-inch	\$14,553.00	\$2,803.45	\$15,593.17	\$32,949.62
1½-inch	\$29,105.00	\$5,606.90	\$31,186.33	\$65,898.23
2-inch	\$46,568.00	\$8,971.04	\$49,969.32	\$105,508.36
3-inch	\$93,136.00	\$17,942.08	\$93,921.41	\$204,999.49
4-inch	\$145,525.00	\$28,034.50	\$156,030.51	\$329,590.01
6-inch	\$291,050.00	\$56,069.00	\$312,100.65	\$659,219.65
8-inch	\$465,680.00	\$100,924.20	\$501,429.94	\$1,068,034.14
10-inch	\$1,222,410.00	\$162,600.10	\$723,046.20	\$2,108,056.30
12-inch	\$1,542,565.00	\$241,096.70	\$1,040,442.86	\$2,824,104.56
<b>Residential</b>				
Single Family Dwelling, per unit	\$5,821.00	\$1,121.38	\$6,237.27	\$13,179.65
Multi Family 2-4 units, per unit	\$5,821.00	\$1,121.38	\$6,237.27	\$13,179.65
Apartment/Mobile Home, per unit	\$5,821.00	\$1,121.38	\$6,237.27	\$13,179.65

This table shows the two, separate charges that are collected by the City, one for Contra Costa Water District (CCWD) for use of its treated water capacity and another for the City’s separate water treatment capacity and transmission and distribution facilities. The City collects both charges for CCWD (treated water capacity and wholesale municipal supply of untreated water) and remits the revenue to CCWD.

Note that the City pays other CCWD charges for its wholesale municipal supply. The other CCWD charges are distinct and separate from CCWD charges for new meter connections to the City’s water system. The other CCWD charges are for CCWD operations and maintenance (as opposed to capacity in the CCWD system) and are billed directly to the City as shown in the CCWD schedule of rates as a “Monthly Service Charge”, “User Charge”, and “Demand Charge.” The City pays these other CCWD charges with revenue recovered from water rates (as opposed to facility reserve fees).

**SECTION 3. BRACKISH WATER DESALINATION FACILITY RESERVE FEE**

The current City of Antioch Water Facility Reserve fee schedule is based on water system asset values developed in the *May 2015 Water and Sewer Rates and Capacity Charges Study*. Since 2015, the Facility Reserve fees adopted in 2015 have been adjusted in accordance with the “Engineering News Record Construction Cost Index.” Since 2015, the City’s Water Facility Reserve fees have been increased by approximately 2.8 percent per year from \$5,080 to approximately \$6,237 for a Single Family connection.

Since development of water system asset values in 2015, the City has constructed a brackish water desalination facility. The new facility allows the City to take water from the Sacramento and San Joaquin Rivers just upstream of their confluence in the Delta. The new facility enables the City to withdraw more water from the Delta and reduce purchase of treated and untreated water from CCWD.

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The valuation of brackish water desalination assets is calculated using the same methodology as was used to support the 2015 City Water Facility Reserve fee schedule. Calculation of the 2015 City Water Facility Reserve fee for Single Family connections is shown in the table below in parallel with calculation of the new Water Facility Reserve fee for brackish water desalination assets. The only difference between the calculation of the 2015 City Water Facility Reserve fee and the new Water Facility Reserve fee for brackish water desalination assets is the net valuation of the assets – the existing fee is based on a net valuation of \$228,023,000 versus the net valuation of brackish water desalination assets of \$69,699,000.

Based on City data, the construction cost of the BWDF assets is approximately \$113,349,000. The City has an agreement with the State Water Resources Control Board to receive a Drinking Water State Revolving Fund (DWSRF) low interest loan for \$55,000,000 for construction of the BWDF. Water enterprise rate payers contribute approximately \$21,350,000 from Fund 611 for the BDWF. Other funding for the BWDF is from a Department of Water Resources (DWR) grant of \$10,000,000. Calculation of the net valuation of brackish water desalination assets and 2015 Single Dwelling facility reserve fee is shown in the table below.

Table 2. Calculation of Facility Reserve Fee for Brackish Water Desalination Facility Assets

Fixed Asset Category	2015 Water Facility Reserve Fee Development Summary			Brackish Water
	Valuation	Adjustments	Net Valuation	Desalination Facility Net Valuation
Water Treatment Plant	\$86,210,000		\$86,210,000	\$113,349,000
Raw Water Pipelines	\$21,688,000		\$21,688,000	\$0
Municipal Reservoir	\$18,000,000		\$18,000,000	\$0
E. & W. Canal Pump Stations	\$4,470,000		\$4,470,000	\$0
Clearwells	\$0		\$0	\$0
Reservoirs	\$35,100,000		\$35,100,000	\$0
Booster Pump Stations	\$18,797,000		\$18,797,000	\$0
Pressure Reducing Valves	\$1,650,000		\$1,650,000	\$0
Hydrants	\$23,075,000		\$23,075,000	\$0
Service Laterals	\$76,000,000	(\$76,000,000)	\$0	\$0
Meters	\$24,320,000	(\$24,320,000)	\$0	\$0
Subsurface Distribution and Transmission Pipes	\$522,541,000		\$522,541,000	\$0
<b>Total Fixed Asset Valuation</b>	<b>\$831,851,000</b>	<b>(\$100,320,000)</b>	<b>\$731,531,000</b>	<b>\$113,349,000</b>
<b>Adjustments</b>				
1. Contributed/Assessment District Assets				
<i>Less: Value of Contributed Assets</i>				
Reservoirs and Booster Pump Stations			(\$19,342,000)	\$0
Subsurface Collection Pipes			(\$385,263,000)	\$0
2. Contributed Capital				
<i>Less: Revenue from Capacity Charges</i>				
			(\$110,603,000)	\$0
3. DWSRF Loan, Agreement No. SWRCB0000000000D2002028				
<i>Less: Principal Portion Outstanding</i>				
			\$0	(\$55,000,000)
4. Water System Expansion CIP (Fund 612)				
<i>Plus: CIP funded by rates, FY16-FY20</i>				
			\$7,000,000	
5. Working Capital (Fund 611)				
<i>Plus: Funding from Water Rates</i>				
			\$4,700,000	\$21,350,000
6. Grant Funds				
<i>Less: DWR Grant, Agreement No. 4600012957</i>				
				(\$10,000,000)
<b>Net Valuation</b>			<b>\$228,023,000</b>	<b>\$69,699,000</b>
System Capacity, gpd			37,000,000	37,000,000
Unit Cost, \$/gpd			\$6.16	\$1.88
Single Family Peak Day Water Use, gpd			825	825
<b>Single Dwelling Facility Reserve Fee</b>			<b>\$5,080</b>	<b>\$1,550</b>

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Note that in 2019 the City secured a five-year DWSRF low interest loan for \$1,000,000 for planning and design of the BWDF. The final payment towards that loan was made July 1, 2023.

The calculated Single Family Water Facility Reserve fee for brackish water desalination assets (\$1,550) is approximately \$429 greater than the current CCWD fee for Treated Water Capacity (\$1,121.38) listed in Table 1.

A fee schedule for brackish water desalination asset capacity charges is shown Table 3. The fee schedule includes fees for residential connections and for nonresidential meter sizes ranging from 5/8 x 3/4-inch to 12-inches. For comparison, the City Facility Reserve fees as of July 1, 2023, for the other water system assets (treatment, transmission, and distribution) are also shown.

Table 3. Facility Reserve Fee Schedule for Brackish Water Desalination Facility Assets

Connection Type			Brackish Water Desalination Facility	Treatment/ Transmission/ Distribution	Total Capacity Charge
	<i>Unit Cost, \$/gpd</i>	<i>Peak Use, gpd</i>	<i>Capacity Charge</i>	<i>Capacity Charge</i>	
Residential					
Single Dwelling (per unit)	\$1.88	825	\$1,550	\$6,237.27	\$7,787
Multi Family, 2-4 units (per unit)			\$1,550	\$6,237.27	\$7,787
Apartment/Mobile Home (per unit)			\$1,550	\$6,237.27	\$7,787
Meter Connection Size	<i>Meter Peak Capacity, gpm</i>	<i>Equivalency Factor</i>	<i>Capacity Charge</i>	<i>Capacity Charge</i>	
5/8 x 3/4-inch	15 gpm	1.0	\$1,550	\$6,237.27	\$7,787
1.00-inch	38 gpm	2.5	\$3,900	\$15,593.17	\$19,493
1.50-inch	75 gpm	5.0	\$7,800	\$31,186.33	\$38,986
2.00-inch	120 gpm	8.0	\$12,400	\$49,969.32	\$62,369
3.00-inch	225 gpm	15.0	\$23,300	\$93,921.41	\$117,221
4.00-inch	375 gpm	25.0	\$38,900	\$156,030.51	\$194,931
6.00-inch	750 gpm	50.0	\$77,700	\$312,100.65	\$389,801
8.00-inch	1,200 gpm	80.0	\$124,300	\$501,429.94	\$625,730
10.00-inch	1,725 gpm	115.0	\$178,700	\$723,046.20	\$901,746
12.00-inch	2,475 gpm	165.0	\$256,400	\$1,040,442.86	\$1,296,843

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## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting on May 14, 2024

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

**SUBMITTED BY:** Kevin W. Kunding, Assistant City Attorney *KWK*

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

**SUBJECT:** Discussion Item: Just Cause Draft Ordinance

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### **RECOMMENDED ACTION**

It is recommended that the City Council:

1. Review, discuss, and provide feedback to staff on the staff report and draft Just Cause Eviction Ordinance; and
2. Direct staff to:
  - a. Add, delete, modify or retain provisions of the draft Just Cause Eviction Ordinance and return to the City Council for further review;
  - b. Prepare a final version of the Just Cause Eviction Ordinance and introduce it at an upcoming city council meeting;  
or
  - c. Take no further action.

### **FISCAL IMPACT**

There is no fiscal impact projected for this staff report on a just cause ordinance in the City of Antioch because staff is seeking direction from the City Council concerning the content of the ordinance, which will inform the associated Rent Program costs. If the City Council directs staff to move forward with preparation of a just cause eviction ordinance, the fiscal impact of the ordinance will be projected on a subsequent staff report. It would include increased future workloads for the City Attorney's Office related to new inquiries and requests for services from tenants and landlords.

### **BACKGROUND**

On March 26, 2024, the City Council discussed proposing a Just Cause Eviction Ordinance ("Ordinance") for rental properties within the City of Antioch. The City Council directed staff to prepare a draft ordinance modeled on the City of Bell Gardens ordinance and incorporating particular concerns raised by the Antioch City Council.

On April 23, 2024, the City Council was presented a summary of the draft Ordinance,



which received public comment and was reviewed by the City Council. After the comment period and the subsequent review, the Councilmember members provided staff with direction regarding specific provisions of the draft Ordinance and directed staff to produce an update draft Ordinance that addressed the City Council's concerns.

### **SUMMARY**

State law requires "just cause" for a landlord can evict a tenant who has continuously and lawfully occupied a residence for at least 12 months.<sup>1</sup> The California Tenant Protection Act of 2019 ("TPA") limits rent increases and places restrictions on landlords' ability to evict tenants, unless the eviction is as a result of a "just cause" that is defined by state law. The TPA also imposes certain notice and language requirements.<sup>2</sup> "Just cause" includes "at-fault" evictions for wrongful or malicious conduct by tenants and "no-fault" evictions, such as when a property owner or their immediate family move into an otherwise occupied unit, remove a unit from the rental market, or when a landlord intends to demolish or "substantially remodel" a unit. Section 1946.2 also provides protections against evictions that do not meet the "just cause" standard as well as remedies that tenants can avail themselves of when evicted without "just cause."

Notwithstanding the protections afforded by state law, there are still many tenants who are not covered by the existing provisions of the TPA and thus are at risk of unnecessary or unjust evictions. Potentially foreseeing this outcome, the State Legislature drafted Section 1946.2 to preempt all local "just cause" eviction ordinances that were less protective than provided for in that section.

At the April 23 City Council meeting, the City Council requested staff to make the following changes to the then-existing draft Ordinance:

- Eviction protections that start on day one of the tenancy instead of after six months.
- Add requirement for Landlords to provide Tenants with a moving stipend.
- Add additional relocation assistance for Tenants who are elderly, handicapped, disabled, or have minor children.
- Add additional protections for Tenants who are elderly, handicapped, disabled, have minor children, or are terminally ill.

Below is the language that is in the current draft ordinance that specifically addresses these concerns. The entire draft Ordinance is also attached for the City Council's consideration.

#### **1. Eviction Protection Start Date:**

**11-6.01(E)**: This chapter provides eviction protections starting the day a rental agreement becomes effective until the day the Landlord-Tenant relationship is terminated.

#### **2. Right to Replace Departing Tenant:**

**11-6.05**: When two or more Tenants enter into a rental agreement with a Landlord, and

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<sup>1</sup> California Civil Code section 1946.2 (amended by Senate Bill 567, which took effect April 1, 2024).

<sup>2</sup> The California Tenant Protection Act of 2019 went into effect in 2020 and was enacted as California Civil Code sections 1946.2 and 1947.12.

one of those tenants exits the rental agreement and vacates the rental unit for any reason, the remaining Tenant or Tenants shall have the right to replace the departing Tenant or Tenants on a one-for-one basis. A Landlord shall have the right to approve or deny the prospective replacement Tenant, provided the owner does not unreasonably withhold approval. The Landlord shall reply to any request to replace a departing Tenant in writing. Any denial of a request to replace a departing Tenant must contain a description of the reason or reasons for the denial. Failure to reply to a request to replace a departing Tenant shall be treated as an approval for the proposed replacement Tenant.

**3. Moving Stipend:**

11-6.06(A)(1)(c): Landlords shall pay tenants moving expenses equal to the Uniform Relocation Assistance and Real Property Acquisition Policies Act – Residential Moving Expense and Dislocation Allowance Payment Schedule as published by Federal Highway Administration.

**4. Additional Relocation Assistance:**

11-6.06: If any Tenant residing in the rental unit from which the Tenants are to be displaced includes a qualified tenant, then all Tenants living in the rental unit are collectively entitled to additional relocation assistance as follows:

i. The Landlord shall pay an additional relocation assistance amount equal to one times the Tenant's monthly rent in effect when the Landlord served the notice to terminate the tenancy.

b. For purposes of this subsection, "qualified tenant" means any Tenant who:

i. Is elderly as defined by California Welfare and Institution Code section 15610, disabled, as defined by California Government Code section 12955.3 or handicapped as defined by California Health and Safety Code section 50072;

ii. Has one or more dependent children under the age of 18 residing in the rental unit;

iii. Meets the income limits for a "lower-income household" as defined in California Health and Safety Code Section 50079.5;

**5. Additional Protections:**

11-6.04(A)(2)(a)(v): A Landlord may not terminate a tenancy under this subsection if any of the following apply unless there is a showing of extenuating circumstances:

(A) Any Tenant in the rental unit has continuously and lawfully resided in the rental unit for at least five years, and a member of the Tenant's household is either: elderly as defined by California Welfare and Institution Code section 15610, disabled, as defined by California Government Code section 12955.3 or handicapped as defined by California Health and Safety Code section 50072; or a dependent minor.

(B) Any Tenant in the rental unit is terminally ill as certified by a treating physician licensed to practice medicine in the State of California.

(C) Any Tenant in the rental unit is a low-income tenant as defined by California Health and Safety Code section 50079.5

## **6. Open Discussion Issue: Minor Dependent Children**

At the April 23 City Council meeting, the Council opened a discussion as to whether additional eviction protections or relocation assistance would be provided to Tenants with minor children who were evicted for “no fault” just case. The Just Cause Eviction Ordinance from the City of Bell Gardens requires extra relocation assistance for Tenants with minor dependent children. There was no resolution reached regarding this particular issue.

While the current version of the draft Ordinance contains language that both protects this group of tenants and affords them extra relocation assistance, staff requests specific direction as to whether those provisions should be included in the final Ordinance.

### **ANALYSIS**

A municipality may subject residential real property to “just cause” eviction requirements that are more protective than what is required under State law (Section 1946.2). To do so, the ordinance must: (i) have “just cause” eviction criteria that are consistent with Section 1946.2; (ii) further limit the reasons for termination of a residential tenancy, provide for higher relocation assistance amounts, or provide additional tenant protections that are not prohibited by any other provision of law; and (iii) be accompanied by a finding that the ordinance is more protective than the provisions of Section 1946.2.

The Ordinance meets all the requirements to comply with Section 1946.2. The “just cause” eviction criteria are consistent with those in Section 1946.2. The Ordinance provides for relocation payments higher than required by Section 1946.2. Furthermore, the Ordinance provides protections that do not exist under current state law such as requirements for tenant buyout agreements, a decrease in the amount of time a tenant must live in a rental unit to gain eviction protection, and an increase in the overall proportion of tenants that would be eligible receive tenant protections.

The Ordinance mitigates excessive evictions without being excessively burdensome on landlords. The Ordinance does not significantly limit the rights of landlords when it comes to evictions beyond limitations created by Section 1946.2. Instead, the Ordinance provides additional protections for tenants who experience unlawful evictions including additional financial assistance, assistance with securing alternate housing arraignments, and tools to contest unlaw eviction actions through administrative or court hearings.

The Ordinance enables the City to effectively monitor evictions in the City of Antioch and to prevent or deter unnecessary or unlawful evictions. The Ordinance deters landlords from unjustly evicting lawful tenants, which is important given the housing crisis in Antioch and across the State of California.

### **ATTACHMENTS**

A. Just Cause Eviction Ordinance Draft

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## **TENANT EVICTION PROTECTIONS**

### Sections:

- 11-6.01 Purpose and applicability.
- 11-6.02 Definitions.
- 11-6.03 Exemptions
- 11-6.04 Termination of tenancy.
- 11-6.05 Right to Replace Departing Tenant
- 11-6.06 Relocation assistance.
- 11-6.07 Tenant buyout agreements.
- 11-6.08 Retaliatory eviction and harassment prohibited.
- 11-6.09 Notices to tenants.
- 11-6.10 Enforcement.
- 11-6.11 Remedies.
- 11-6.12 Waiver.
- 11-6.13 Severability.

### **11-6.01 Purpose and applicability.**

A. The City Council finds that the just cause for termination of a residential tenancy requirements authorized by this chapter is consistent with California Civil Code section 1946.2.

B. The City Council further finds that the provisions of this chapter are “more protective” than the provisions of California Civil Code section 1946.2.

C. This chapter shall apply to any building or part of a building that is used for residence and that is rented to a tenant as a dwelling place, except those units exempted by Section \_\_\_\_\_.

D. This chapter regulates evictions for certain tenancies. It requires landlords to provide relocation assistance for certain no-fault evictions, prohibits retaliation and harassment, and provides for the implementation and enforcement of this chapter.

E. The intent of this chapter is to provide eviction protections starting the day a rental agreement becomes effective until the day the Landlord-Tenant relationship is terminated.

### **11-6.02 Definitions.**

For the purposes of this chapter, unless the context requires otherwise, the following definitions shall apply:

“Buyout agreement” means a written agreement between a landlord and a tenant as provided in section 11-6.06 by which a tenant, typically in consideration for monetary payment, agrees to vacate a rental unit.

“Ellis Act” means California Government Code Sections 7060 through 7060.7.



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“Landlord’s family member” means a spouse, domestic partner, child, grandchild, parent, or grandparent of a landlord who is a natural person whose name is on the title of the property.

Principal residence” means the dwelling unit in which a person resides for at least 184 days out of the calendar year.

## **11-6.03 Exemptions**

The following rental units are exempt from the restrictions and requirements of this chapter:

- (A) Rental units by any hospital, skilled nursing facility, or health facility.
- (B) Rental units in a nonprofit facility that has the primary purpose of providing short term treatment, assistance, or therapy for alcohol, drug, or other substance abuse and the housing is provided incident to the recovery program, and where the client has been informed in writing of the temporary or transitional nature of the housing at its inception and is licensed for such purposes where such license is required.
- (C) Rental units in a nonprofit facility that provides a structured living environment with the primary purpose of helping homeless persons obtain skills necessary for independent living in permanent housing and where the occupancy is restricted to a limited and specific period of time and not more than 24 months, and where the client has been informed in writing of the temporary or transitional nature of the housing at its inception and is licensed for such purposes where such license is required.
- (D) Rental units exempted from California Civil Code Part 4, Title 4, Chapter 2 by section 1940(b) (transient occupancy in hotels/motels), or successor statute, unless either the landlord offers for rent or rents the rental unit for a period of 30 days or more, or the landlord violates California Civil Code section 1940.1, or successor statute, to avoid tenancy status.

## **11-6.04 Termination of tenancy.**

A. The landlord shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate. Just cause shall comprise of the following reasons for eviction:

- (1) At-fault just cause, which is any of the following:
  - (a) Tenant’s failure to pay rent to the landlord.
  - (b) Tenant’s breach of a material term of the rental agreement, including, but not limited to, a violation of a provisions of the rental agreement after Landlord has notified tenant of the breach in writing and given Tenant 30 days to cure the breach.
  - (c) Maintaining, committing, or permitting the maintenance or commission of a nuisance of as described by California Code of Civil Procedure section 1161(4), after the

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Landlord has notified the Tenant of the nuisance in writing and given Tenant 30 days to abate the nuisance.

(d) Committing waste as described by California Code of Civil Procedure section 1161(4).

(e) Tenant is criminally convicted of using or permitting a rental property to be used for any illegal purpose, including but not limited to any criminal violations of the California Health and Safety Code, California Penal Code, California Business and Professions Code, or any provisions of this Code.

(f) Tenant, Tenant's agent, or any person directed by a Tenant, makes a criminal threat as defined by Cal. Penal Code section 422 that is directed at Landlord or any agent of Landlord

(g) Tenant has refused to execute a written extension or renewal of a rental agreement upon expiration of a prior rental agreement, after written request or demand from the Landlord, but only if the provisions are substantially similar and the additional term is of similar duration to the prior written rental agreement, and is consistent with federal, state, and local laws. For the purposes of this subsection, the Landlord's written request or demand must be received no later than 60 days before final day of tenancy of the prior rental agreement.

(h) Tenant continually refuses, after Landlord has provided a written request, to allow the landlord to enter the residential real property for the purpose of making necessary repairs or improvements in accordance with California Civil Code Sections 1101.5 and 1954 and California Health and Safety Code Sections 13113.7 and 17926.1.

(i) Failure to vacate rental property when Tenant was employed by the landlord to serve as a resident manager or other employee, was provided with the rental unit as part of or as a condition of the employment and the employment has been terminated. This provision shall not apply to any tenant whose tenancy in the building or complex housing the rental unit commenced prior to assuming managerial responsibilities or whose status as a tenant commenced prior to their status as a resident manager.

(j) Tenant fails to timely deliver possession of the rental unit after: (1) providing the Landlord written notice as provided in Civil Code Section 1946 of the tenant's intention to terminate a lease; or (2) making a written offer to surrender, that is accepted in writing by the Landlord, but the time specified in that written notice as described in Code of Civil Procedure Section 1161(5) has expired.

(k) Tenant has assigned or sublet the rental unit in violation of the rental agreement, as provided in California Code of Civil Procedure Section 1161(4).

(2) No-fault just cause, which can be any of the following:

(a) Landlord seeks in good faith to repossess rental unit to allow Landlord or Landlord's family member to occupy the rental unit. The Landlord or Landlord's family member must occupy the rental unit as their principal residence within 90 days and must

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continue to reside in the rental unit for at least two years, unless extenuating circumstance exist. Reliance on this subdivision for a no-fault just cause eviction shall be subject to the following:

(i) If the rental agreement was entered into on or after the effective date of this chapter, this subsection shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the rental agreement allows the Landlord to terminate the rental agreement if the Landlord, or Landlord's family member, unilaterally decides to occupy the rental unit.

(ii) A Landlord must provide the tenant 60 days' written notice when ordering for an eviction for the purpose of a Landlord or Landlord's family member to occupy the unit pursuant to Cal. Civil Code section 1946.2. The same information must also be disclosed to the City.

(iii) The City may, in its own discretion, contact Landlord during the two-year occupancy time frame to confirm that the Landlord or Landlord's family member continues to occupy the rental unit as their primary residence, or request written verification of residency.

(iv) If the Landlord or Landlord's family member fails to move into the rental unit within 90 days or fails to reside at the unit for at least two years, the Tenant who was evicted from the rental unit is entitled to receive notice and right of first refusal for the unit at the same rental price previously charged plus any annual rent increases allowed under Chapter 11.

(v) A Landlord may not terminate a tenancy under this subsection if any of the following apply unless there is a showing of extenuating circumstances:

(A) Any Tenant in the rental unit has continuously and lawfully resided in the rental unit for at least five years, and a member of the Tenant's household is either: elderly as defined by California Welfare and Institution Code section 15610, disabled, as defined by California Government Code section 12955.3 or handicapped as defined by California Health and Safety Code section 50072; **[or a dependent minor.]**

(B) Any Tenant in the rental unit is terminally ill as certified by a treating physician licensed to practice medicine in the State of California.

(C) Any Tenant in the rental unit is a low-income tenant as defined by California Health and Safety Code section 50079.5

(b) Landlord repossesses rental unit to demolish or substantially remodel the rental unit pursuant to the requirements of Cal. Civil Code section 1946.2(a)(2)(D)(ii). Landlord shall obtain all necessary permits and/or have gone through the process of hiring a contractor for work not requiring a permit prior to issuing Tenant an eviction notice pursuant to this subsection.

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(i) If the Landlord or fails begin the work necessitating the eviction within 30 days without extenuating circumstances, or fails to complete the work necessitating the eviction, the Tenant who was evicted from the rental unit is entitled to receive notice and right of first refusal for the unit at the same rental price previously charged plus any annual rent increases allowed under Chapter 11.

(c) Landlord seeks in good faith to repossess rental unit to comply with one of the following:

(i) an order issued by a government agency or court relating to habitability that requires vacating the rental unit

(ii) an order issued by a government agency or court to vacate the rental unit

(iii) an ordinance pursuant to this Code that requires vacating the rental unit.

(d) Landlord seeks to permanently withdraw the rental unit from the rental market pursuant to the Ellis Act.

(i) If the landlord re-enters the rental unit into the rental market, any tenant who was evicted from the unit is entitled to receive notice and right of first refusal for the unit at the same price previously charged plus any annual rent increases allowed under Chapter 11.

B. When terminating a tenancy either for at-fault or no-fault just cause, unless otherwise provided by this Chapter, a landlord must comply with all of the following:

1. The Landlord must serve a written notice to the Tenant in accordance with California Civil Code Sections 1946 through 1946.5 that states the Landlord will terminate the tenancy, indicates at least one at-fault or no-fault just cause reason for termination in reasonable detail, and includes any other information required by federal or state law; and

2. The Landlord has not accepted and will not accept rent or any other consideration in return for the continued use of the rental unit beyond the term of the terminated tenancy in compliance with California Civil Code Sections 1945 through 1946.5; and

3. The Landlord qualifies the termination as at-fault or no-fault, as specified in this section; and

4. If the termination is a no-fault termination, the Landlord has provided the Tenant with the notice of relocation assistance required by Chapter \_\_\_\_\_; and

5. The Landlord has submitted to the City, within five days after service of the notice of termination on the Tenant, a true and accurate copy of the Landlord's written notice of termination, and proof of such service, signed under penalty of perjury, on the Tenant. The Landlord shall maintain proof of service to the department as evidence that the Landlord has complied with this section.



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## **11-6.05 Right to Replace Departing Tenant**

When two or more Tenants enter into a rental agreement with a Landlord, and one of those tenants exits the rental agreement and vacates the rental unit for any reason, the remaining Tenant or Tenants shall have the right to replace the departing Tenant or Tenants on a one-for-one basis. A Landlord shall have the right to approve or deny the prospective replacement Tenant, provided the owner does not unreasonably withhold approval. The Landlord shall reply to any request to replace a departing Tenant in writing. Any denial of a request to replace a departing Tenant must contain a description of the reason or reasons for the denial. Failure to reply to a request to replace a departing Tenant shall be treated as an approval for the proposed replacement Tenant.

## **11-6.06 Relocation assistance.**

### **A. Permanent Relocation Assistance.**

(1) Tenants who are evicted from their rental unit pursuant to \_\_\_\_\_ are entitled to relocation assistance from the Landlord in accordance with this section. The Landlord must provide written notice to the Tenant of the Tenant's entitlement to permanent relocation assistance at the same time the Landlord serves a notice of termination of tenancy.

(a) The Landlord shall pay a relocation assistance amount equal to two times the Tenant's monthly rent in effect when the Landlord served the notice to terminate the tenancy.

i. If any Tenant residing in the rental unit from which the Tenants are to be displaced includes a qualified tenant, then all Tenants living in the rental unit are collectively entitled to additional relocation assistance as follows:

i. The Landlord shall pay an additional relocation assistance amount equal to one times the Tenant's monthly rent in effect when the Landlord served the notice to terminate the tenancy.

b. For purposes of this subsection, "qualified tenant" means any Tenant who:

i. Is elderly as defined by California Welfare and Institution Code section 15610, disabled, as defined by California Government Code section 12955.3 or handicapped as defined by California Health and Safety Code section 50072;

ii. Has one or more dependent children under the age of 18 residing in the rental unit;

iii. Meets the income limits for a "lower-income household" as defined in California Health and Safety Code Section 50079.5; or

iv. The Tenant shall notify landlord within 10 days of receiving the termination of tenancy notice, if any of the Tenants living in the rental unit from which the Tenants are to be displaced includes a qualified tenant, along with any reasonable proof of eligibility.

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(b) Permanent relocation assistance payments must be paid directly to the tenant.

(c) Landlords shall pay tenants moving expenses equal to the Uniform Relocation Assistance and Real Property Acquisition Policies Act – Residential Moving Expense and Dislocation Allowance Payment Schedule as published by Federal Highway Administration.

(d) Notwithstanding section \_\_\_\_\_, Tenants who are found to have caused the issue requiring eviction pursuant to section \_\_\_\_\_ shall not be entitled to relocation assistance or moving expenses.

## B. Temporary Relocation Assistance.

(1) A Landlord must provide temporary relocation assistance to Tenants of a rental unit who are temporarily displaced due to repairs, rehabilitation of a rental unit, health and safety violations, or other work or activities that will make the rental unit an untenable dwelling, as defined in California Civil Code Section 1941.1, or will expose the tenant to toxic or hazardous materials, or that cannot otherwise be completed while the tenant remains in the rental unit, and for which said repairs will take less than 30 days. The following are acceptable forms of temporary relocation assistance:

(a) A per-diem payment. The amount of the payment shall be based on the Federal General Services Administration per-diem rate for lodging in the county of Contra Costa, which is updated on a yearly basis, unless otherwise agreed up by the Landlord and Tenant. Per-diem payments shall be made on a pro-rata basis to the eligible Tenant household.

(b) Where the Landlord owns other rental units in the City of Antioch and any such rental unit is vacant and available, and habitable, at the time of the written notice of the temporary relocation, the Landlord may notify the Tenant and allow the Tenant to reside in said rental unit during the pendency of the temporary relocation at the same terms as outlined in the original rental agreement entered into between the Tenant and Landlord.

(c) Where the Landlord owns other rental units in the City of Antioch and any such rental unit is vacant, available, and habitable at the time of the written notice terminating tenancy, the Landlord may offer Tenant a new rental agreement for said rental unit at a rental price not exceeding the rental price in the original rental agreement between the Tenant and Landlord.

(d) The Landlord may provide Tenant with temporary hotel or motel accommodation. If relocation is to a hotel or motel, the Landlord must provide a hotel or motel accommodation which is safe, sanitary, and, unless otherwise agreed upon by the Landlord and Tenant, within a reasonable distance of the Tenant's rental unit.

(e) The temporary displacement and relocation of a Tenant pursuant to this subsection shall not terminate the tenancy of the displaced Tenant. The displaced Tenant shall have the right to reoccupy his or her rental unit upon the completion of the work necessary for the rental unit to comply with housing, health, building or safety laws or any government order and the tenant shall retain all rights of tenancy that existed prior to the displacement.

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(f) Nothing in this subsection shall be construed as authorizing a Landlord to require a tenant to vacate a unit, except as permitted under federal, state, or local law.

2. A Tenant cannot waive his or her right to receive relocation assistance required by this chapter.

3. Any action brought by a tenant for a violation of this section must be brought in a court of competent jurisdiction. No administrative remedy need be exhausted prior to filing suit pursuant to this section.

## **11-6.07 Tenant buyout agreements.**

A. At the time a proposed buyout agreement is provided, the Landlord shall provide each tenant in the rental unit a written disclosure, on a form approved by the City, in English and in the tenant's primary language if other than English translated at the Landlord's expense, that shall include all of the following:

- (1) A statement that the Tenant has a right not to enter into buyout negotiations or a buyout agreement;
- (2) A statement that the Tenant may choose to consult with an attorney before entering into a buyout agreement;
- (3) A statement that the Tenant may rescind the buyout agreement for up to 30 days after it is fully executed;
- (4) A statement that the Tenant may contact the department for information about other buyout agreements in the Tenant's neighborhood and other relevant information;
- (5) Any other information required by the department consistent with the purpose and provisions of this section; and
- (6) A space for each Tenant to sign and write the date the Landlord provided the tenant with the disclosure.

B. The buyout agreement shall:

(1) Be in writing in English and the language in which the buyout agreement was negotiated if other than English translated at the Landlord's expense. The Landlord shall give each tenant a copy of the proposed buyout agreement at least 45 days before it is executed by the parties.

(2) Include the following statement in bold letters in at least 12-point boldface type in close proximity to the space reserved for the signature of the Tenant:

(a) "You may cancel this buyout agreement in writing at any time before the thirtieth (30th) day after all parties have signed this buyout agreement."

(b) "You have a right not to enter into a buyout agreement."

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(c) “You may choose to consult with an attorney before signing this buyout agreement.”

C. A Tenant shall have the right to rescind a buyout agreement for up to 30 days after its execution by all parties. To rescind a buyout agreement, the Tenant must hand-deliver, email, or send by certified mail return receipt requested, a statement to the Landlord indicating that the Tenant has rescinded the buyout agreement.

D. The Landlord shall provide the tenant a copy of the fully executed buyout agreement within 10 days of execution. Landlord shall also file with the City a copy of the executed buyout agreement, along with proof of service to the tenant of the disclosure notice as required in this section, within 10 days after the buyout agreement is executed by all parties.

## **11-6.08 Retaliatory eviction and harassment prohibited.**

A. Any and all acts of retaliation pursuant to Chapter 4 of this title or acts of harassment pursuant to Chapter 5 of this title are prohibited.

B. Findings that the Landlord violated of this section shall result in the following:

- (1) The Landlord’s eviction action being deemed void.
- (2) Any other remedies allowed by Title 11 of this code and any other applicable state and federal laws.

## **11-6.09 Notices to tenants.**

A. Landlords must provide to each Tenant, prior to or at the time of agreeing to rent or lease a rental unit, a notice of Tenant rights under this chapter. The City shall publish a form notice of tenant rights in English and other frequently spoken languages. Landlords must provide the form notice in the following circumstances:

1. When entering into a rental agreement, by including a copy of the form notice as an exhibit or attachment to the written rental agreement;
2. When renewing a rental agreement, by including a copy of the form notice as an exhibit or attachment to the written renewal agreement.

B. If the rental agreement is negotiated or written in a language other than English, the Landlord must also provide the form notice of tenant rights in English and the language in which the rental agreement was negotiated or written, at the cost of the Landlord.

## **11-6.10 Enforcement.**

A. Enforcement Authority. The City is authorized to take appropriate steps it deems necessary to administer and enforce this chapter.

B. The City Attorney, or designee, may develop and publish procedures and guidelines to aid in the implementation of this chapter.

## **11-6.11 Remedies and Penalties.**

A. Criminal penalty. A violation of any provision of this chapter is punishable as an infraction or a misdemeanor. A misdemeanor conviction under this article shall be punished



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by not more than \$1,000 for each offense or by imprisonment in the county jail for a period of not more than six months or both, as determined by the court.

B. Civil action. Any aggrieved person, or any person, organization, or entity who fairly and adequately represent the interest of an aggrieved tenant(s) under this chapter, or the city may institute civil proceedings as provided by law against any landlord violating any of the provisions of this article and any person who aids, facilitates, and/or incites another to violate the provisions of this article, regardless of whether the rental unit remains occupied or has been vacated due to harassment. The burden of proof in such cases shall be preponderance of the evidence.

C. Injunction/equitable relief. Any person who commits an act or engages in any pattern and practice that violates this chapter may be enjoined therefrom by a court of competent jurisdiction. A court may issue other equitable relief as appropriate. An action for injunction under this section may be brought by an aggrieved person, by the City Attorney, or by any person or entity who fairly or adequately represent the interests of the protected class.

D. Penalties and other monetary awards.

(1) Any person who violates, or aids or incites another person to violate, the provisions of this chapter is liable in a court action for each and every such offense for money damages of not less than three times actual damages suffered by an aggrieved tenant (including damages for mental or emotional distress), or for the minimum damages in the sum of \$2,000, whichever is greater, or whatever other relief the court deems appropriate, and shall be liable for such attorneys' fees and costs as may be determined by the court. In the case of an award for damages for mental or emotional distress, said award shall be trebled only if the trier of fact finds that the landlord acted in knowing violation of or reckless disregard of this chapter.

(2) Any person who violates, or aids or incites another person to violate, this chapter shall be liable for an additional civil penalty of up to \$5,000 for each offense committed against a person who is disabled within the meaning of Cal. Gov't Code § 12926, et seq. or successor statute, or aged 65 or over. A tenant prevailing in court under this article may be awarded compensatory damages, rent refunds for reduction in housing services, tenant relocation costs, imposition of civil penalties up to \$10,000 per violation depending upon the severity of the violation or history of violations of this chapter by the landlord, and other appropriate relief, as adjudged by the court.

(3) The court may also award punitive damages to any plaintiff, including the city, in a proper case as defined by Cal. Civil Code § 3294 or successor statute. The burden of proof for purposes of punitive damages shall be clear and convincing evidence.

(4) A prevailing defendant in a civil action under this section shall be entitled to an award of attorneys' fees only if it is determined by the court that the action was devoid of merit and brought in bad faith.

E. Affirmative defense. A violation of this chapter may be asserted as an affirmative defense in an unlawful detainer action.

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F. *Additional enforcement; nonexclusive remedies and penalties.* This chapter may be enforced as provided in Chapter 2 of Title 1 of this code in addition to the remedies provided herein. The remedies in this chapter shall be in addition to any other existing remedies which may be available.

## **11-6.12 Waiver.**

Any waiver of rights under this chapter shall be void as contrary to public policy.

## **11-6.13 Severability.**


If any provision of this chapter or the application thereof to any person, property, or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this chapter that can be given effect without the invalid provision(s) or application, and to this end, the provisions of this chapter are declared to be severable.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of May 14, 2024

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

**SUBMITTED BY:** Dawn Merchant, Finance Director 

**APPROVED BY:** Kwame P. Reed, Acting City Manager

**SUBJECT:** Sales Tax Citizens' Oversight Committee Appointments for the vacancies expiring March 2026 and March 2028

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### **RECOMMENDED ACTION**

- 1) It is recommended that the Mayor nominate the candidates for appointment.
- 2) It is recommended that the City Council adopt a resolution approving the Mayor's appointment of Cortney L. Jones to the Sales Tax Citizens' Oversight Committee for the vacancy expiring March 2028.
- 3) It is recommended that the City Council adopt a resolution approving the Mayor's appointment of Katherine Mundhenk to the Sales Tax Citizens' Oversight Committee for the partial-term vacancy expiring March 2026.

### **FISCAL IMPACT**

There is no fiscal impact as all positions are voluntary.

### **DISCUSSION**

The Sales Tax Citizens' Oversight Committee (Committee) is responsible for reviewing the receipt and expenditure of funds under Measure W as they relate to the Council's stated priorities outlined in the adopted budgets of the City. The Committee is responsible for reporting out the result of their review by April 1st of each year at a public meeting.

The Committee consists of seven members who are Antioch residents. The terms of the Committee members are staggered with four members serving a 4-year term and 3 members serving a 2-year term. At least one member of the Committee shall have a financial, accounting or auditing background.

In general law cities where the office of 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.

Currently, there are three vacancies on the Sales Tax Citizens' Oversight Committee: two (2) partial-term positions expiring March 2026 and one (1) full-term expiring March 2028. The City Clerk's Office advertised to fill the vacancies in the usual manner. Sales Tax Citizens' Oversight Committee members Cortney L. Jones and Katherine Mundhenk's terms expired in March 2024 and both have applied to remain on the Committee. The applicants were interviewed by Mayor Lamar A. Hernandez-Thorpe and Finance Director Dawn Merchant. Mayor Hernandez-Thorpe is nominating Cortney L. Jones to the full-term vacancy expiring March 2028 and Katherine Mundhenk for the partial-term vacancy expiring March 2026.

The biography and background of the candidates will be presented at the City Council meeting.

#### **ATTACHMENTS**

- A. Resolution for one (1) full-term vacancy expiring March 2028
- B. Resolution for one (1) partial-term vacancy expiring March 2026
- C. Applications

**ATTACHMENT A**

**RESOLUTION NO. 2024/XX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPOINTING [REDACTED] TO THE SALES TAX CITIZENS'  
OVERSIGHT COMMITTEE FOR ONE (1) FULL-TERM VACANCY ENDING MARCH  
2028**

**WHEREAS**, there are currently three (3) vacancies on the Sales Tax Citizens' Oversight Committee;

**WHEREAS**, the City Clerk's Office announced vacancies and accepted applications for these vacancies;

**WHEREAS**, Mayor Lamar A. Hernandez-Thorpe considered the application received and interviewed the interested applicant;

**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 A. Hernandez-Thorpe has nominated [REDACTED] to the Sales Tax Citizens' Oversight Committee, full-term vacancy ending March 2028.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves the Mayor's appointment of [REDACTED] to serve on the Sales Tax Citizens' Oversight Committee for the full-term vacancy, ending in March 2028.

\* \* \* \* \*

**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 14th day of May 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAINED:**

**ABSENT:**

---

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



**ATTACHMENT B**

**RESOLUTION NO. 2024/XX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPOINTING [REDACTED] TO THE SALES TAX CITIZENS'  
OVERSIGHT COMMITTEE FOR ONE (1) PARTIAL-TERM VACANCY ENDING  
MARCH 2026**

**WHEREAS**, there are currently three (3) vacancies on the Sales Tax Citizens' Oversight Committee;

**WHEREAS**, the City Clerk's Office announced vacancies and accepted applications for these vacancies;

**WHEREAS**, Mayor Lamar A. Hernandez-Thorpe considered the application received and interviewed the interested applicant;

**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 A. Hernandez-Thorpe has nominated [REDACTED] to the Sales Tax Citizens' Oversight Committee, partial-term vacancy ending March 2026.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves the Mayor's appointment of [REDACTED] to serve on the Sales Tax Citizens' Oversight Committee for the partial-term vacancy, ending in March 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 14th day of May 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAINED:**

**ABSENT:**

---

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

**ATTACHMENT C**



**Community Service Application for:  
SALES TAX CITIZENS' OVERSIGHT COMMITTEE**

**Three (3) Vacancies, expiring March 2028  
One (1) Partial-Term Vacancy, expiring March 2026  
Deadline Date: By 5:00 p.m., March 1, 2024**

\*Required field

APPLICANT INFORMATION		<input type="checkbox"/> Youth 14-17
*Full Name: <b>KATHERINE MUNDHENK</b>	Main Phone: ( ) ( )	Alternate Phone: ( ) ( )
*Residence Address: <b>Antioch, CA 94531</b>	E-mail Address:	
Employer/School: <b>CITY AND COUNTY OF SF</b>	Occupation: <b>CONTRACT COMPLIANCE OFFICER</b>	Resident since: <b>2020</b>

*PARENT/GUARDIAN INFORMATION (if applicant is age 14-17 years)		
*Full Name:	Main Phone: ( ) ( )	Alternate Phone: ( ) ( )
*Residence Address: <b>Antioch, CA</b>	E-mail Address:	

CITY OF ANTIOCH  
Clerk's Department  
APR 07 2024

**\*QUESTIONNAIRE**

Please answer the questions below on a separate sheet(s) and attach. Applications without these questions answered will not be considered. Please attach your resume (*recommended to enhance your application*).

- List (3) main reasons for your motivation to join the Sales Tax Citizens' Oversight Committee.
- Do you have a financial or accounting background? If so, please provide details.
- What skills/experience do you have that would be helpful in serving on this Committee?
- Please add any other information/comments that would be helpful in reviewing your application.

**\*ACKNOWLEDGEMENTS**

**My signature below indicates my understanding and acknowledgement that:**

- \*This completed application is available for public review (*youth applications are exempt*).
- \*I have read and agree to the requirements listed on the Vacancy Announcement.
- \*To the best of my ability, I will attend the Sales Tax Citizens' Oversight Committee regular meetings which meet at **least 2 times annually**.

- Please return completed application by:**
- **Mail to:** Office of the City Clerk  
P.O. Box 5007, Antioch CA 94531
  - **In Person:** Antioch City Hall-Clerk's Office  
200 H Street, 3<sup>rd</sup> Floor
  - **Email to:** [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov)

Katherine Mundhenk	Digitally signed by Katherine Mundhenk Date: 2024.04.07 14:10:01 -07'00'	<b>4/7/2024</b>
<b>*Applicant Signature</b>		<b>*Date</b>
<b>*Parent/Guardian Signature</b>		<b>*Date</b>

*(An original, signed application with parent/guardian signature is required, if a minor)*

**RECEIVED**

## ATTACHMENT C

**KATHERINE "KATE" MUNDHENK, PH.D.**  
**Sales Tax Citizens' Oversight Committee Application**  
**Full-Term Vacancy, expiring March 2028**

**1. List (3) main reasons for your motivation to join the Sales Tax Citizens' Oversight Committee.**

I am writing to express my interest in re-applying for the volunteering Vice-Chair position on the Sales Tax Citizens' Oversight Committee. Below are the main reasons for my motivation to join the committee.

First, having served as vice-chair of this committee from 01/2021-04/2024, I have developed a deep understanding of its responsibilities and the significance of its role in ensuring transparency and accountability in utilizing Measure W funds. As a resident of Antioch who loves my city, I am passionate about contributing to the prosperity of our community. I believe that active volunteer participation is crucial in fostering a vibrant and thriving city. Through my previous tenure on the committee as Vice Chair, I have demonstrated dedication to fulfilling the committee's purpose.

Second, I am particularly interested in the City Council's priorities, including maintaining Antioch's fiscal stability, enhancing public safety, and promoting essential services. I am committed to reviewing expenditures to ensure they align with these priorities and benefit the community.

Third, I understand the importance of collaboration and transparency in city governance. I enjoy collaborating effectively with fellow committee members and city officials. I believe in fostering open communication and engaging with the community to solicit feedback and address concerns regarding the allocation of public funds. I would love to continue to be involved in The Sales Tax Citizens' Oversight Committee and contribute to our city's ongoing progress and development.

**2. Do you have a financial or accounting background? If so, please provide details.**

In addition to my previous experience on the Sales Tax Citizens' Oversight Committee, my financial analysis skills will continue to contribute positively to the committee's work.

During my studies for a Ph.D. Degree in Political Science at the University of Southern California (USC), I received comprehensive training in economic theories, research methodologies, and financial management principles. Throughout my academic pursuits, I have delved into public policy and economics, acquiring a solid understanding of the interplay between financial decision-making and broader societal concerns. For example, my Ph.D. dissertation focused on analyzing the impact of climate change policies on regional economic development, requiring in-depth analysis of financial data and economic models.

In my current role at the City and County of San Francisco, I implement the Local Business Enterprise (LBE) Ordinance, which ensures equal opportunity and non-discrimination in the city economy. In this capacity, my duties involve financial oversight, including reviewing expenditures, ensuring adherence to budgetary constraints, and verifying compliance with financial regulations. Moreover, my role requires interpreting and applying complex rules and regulations, providing technical

## ATTACHMENT C

assistance on requirements to contractors and public agencies, and developing and implementing policies and procedures to enhance financial accountability and transparency.

These experiences, coupled with my advanced technology skills, particularly in Microsoft Office applications, have equipped me with the expertise to analyze financial data effectively and ensure compliance with regulatory frameworks.

### **3. What skills/experience do you have that would be helpful in serving on this Committee?**

With a diverse background encompassing roles in academia, public service, and community volunteering, I bring a range of valuable skills and experiences that are applicable to serve on The Sales Tax Citizens' Oversight Committee effectively:

Research Skills: The ability to analyze complex information, including expenditure data, is crucial for effectively evaluating how funds are being utilized to address the Mayor's and the City Council's priorities. In my role as a Lecturer and Assistant Professor at the University of Southern California, I regularly conducted research and analyzed complex data related to the socioeconomic impacts of climate change on marginalized communities, examining data trends and identifying correlations between environmental factors and policy outcomes.

Communication Skills, Collaboration, and Teamwork: Clear and effective communication is essential for conveying the committee's findings and recommendations to the City Council and the broader community. This aspect includes written communication, such as preparing reports and summaries, and verbal communication, such as presenting findings at public meetings. Strong interpersonal skills are valuable for collaborating with fellow committee members, city officials, and stakeholders. Working effectively as a team is very important for the committee's success. Collaborating with fellow committee members, city officials, and external stakeholders requires listening to diverse perspectives and contributing constructively to discussions. Strong teamwork skills facilitate productive interactions and foster a supportive environment. In my previous volunteer role as a Board Member of the Young Professionals in Energy (YPE) Los Angeles Chapter, I collaborated with fellow board members to organize networking events and professional development opportunities for YPE members. For instance, I worked closely with colleagues to develop event agendas, coordinate guest speakers, and manage logistical arrangements.

Project Management and Time Management: Given the importance of accurately reviewing expenditures, examining financial records, and verifying that funds are being used appropriately, attention to detail also helps in preparing reports and presentations that reflect the committee's findings. Throughout my academic work, I utilized this skill in conducting research for my peer-reviewed publications. For instance, as a co-editor of "Environmental Issues and Policy: Exploring Past, Present, and Future Socioecological Relations," I reviewed manuscript submissions, provided detailed feedback to authors, and coordinated timely revisions to ensure the research integrity of the final publication.

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**4. Please add any other information/comments that would be helpful in reviewing your application.**

In addition to the experiences above, I would love to bring my passion for social justice and environmental advocacy, demonstrated through my volunteer work with the Climate Reality Leadership Corps and participation in Sierra Club activities, among other volunteering activities. I highly value sustainability and community engagement, and I will be honored to apply my background and skills to serve the residents of Antioch on the Sales Tax Citizens' Oversight Committee.

Thank you for considering my application. I look forward to continuing to volunteer on the Sales Tax Citizens' Oversight Committee.

Sincerely,

Katherine "Kate" Mundhenk



## ATTACHMENT C

# Katherine Mundhenk, Ph.D.

(formerly, *Svyatets*)

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W

sf.gov/cmd

### SUMMARY

Katherine "Kate" Mundhenk (formerly, *Svyatets*) brings years of experience and through her roles as Contract Compliance Officer and Acting Manager for the SFPUC CMD Unit at the Contract Monitoring Division, the City and County of San Francisco and previous experience in public health-related policies as affected by climate change at the University of Southern California.

### EXPERIENCE

04/05/2021 – present

**Contract Compliance Officer (CCO-I, 2992)**  
***Contract Monitoring Division (CMD),***  
***City and County of San Francisco***

As **Acting Manager (Acting 2978 CCO-II)**, supervise four (4) CMD Contract Compliance Officers-I (2992) stationed at the SFPUC, from 3/14/2023 to present.

Administer and implement Chapter 14B Local Business Enterprise (LBE) Ordinance 'Equal Opportunity, Affirmative Action, and Non-Discrimination in City Contracts' (in coordination with Chapters 6, 21, 23, and 56 of the San Francisco Administrative Code).

Coordinate, monitor, and enforce over 130 contracts (construction, professional services, general services, private public partnerships) with a total value of over \$2.5 billion for compliance with the LBE Ordinance.

Serve as a Subject Matter Expert and a panel member for hiring new CCO-Is (2992) and Administrative Analysts (1820 and 1822).

Train and mentor new CMD staff (2992, 1820, and 1822).

Investigate formal and informal complaints of non-compliance with LBE requirements and alleged discrimination, using SOLIS, LCP Tracker, PeopleSoft, and other systems.

Coordinate and direct meetings with various stakeholders: minority business and community organizations, historically excluded and disadvantaged individuals and groups, unions, employers and related public and private agencies, familiarizing them with the current Chapter 14B guidelines, rules and regulations.

Interpret and apply LBE rules and regulations.

### EDUCATION

**Ph.D.** in Political Science  
and International Relations  
*University of Southern  
California, Los Angeles, CA*

**Master of Arts** in  
International Relations  
*University of Southern  
California, Los Angeles, CA*

**Bachelor of Science** in  
International Management  
*Vladivostok State University,  
Vladivostok, RU*

### TECHNOLOGY SKILLS

- **Advanced Microsoft Office**  
(Power Bi, Automate,  
Word, Excel, Outlook,  
Teams, SharePoint,  
Powerpoint, Etc.)
- **PeopleSoft (FSP)**
- **LCP Tracker**
- **SOLIS**

## ATTACHMENT C

Provide technical assistance to individual bidders, contractors, and public agencies on LBE requirements in contracts.

Prepare, research, and submit reports on the status of contract compliance with the LBE program.

Implement Small Business Inclusion processes and mechanisms in Private-Public Partnerships and other privately-financed projects.

Develop new aspects in the Chapter 14B Program policies and procedures, including CMD forms and rules.

Provide technical assistance on LBE requirements, procurement, negotiation, and contract bidding procedures to ensure compliance with all LBE policies to achieve Chapter 14B objectives, in collaboration with workforce development and local hire policies.

04/08/2019 – 04/04/2021

**Public Service Aid (9922, 9910)**

***Contract Monitoring Division (CMD),  
City and County of San Francisco***

Reviewed, managed, and monitored contracts for compliance with Chapter 14B Local Business Enterprise (LBE) Ordinance (equal opportunity, affirmative action, and non-discrimination in city contracts) for more than 110 construction and professional services contracts, with the overall dollar value of more than \$700 million, coordinating with Chapters 6, 21, and 12B.

Developed new aspects addressing limitations in the Ch. 14B Program, involving compliance with LBE requirements (e.g., new language for procedures in contract modifications).

Provided technical direction on procurement, negotiation, and contract bidding procedures to ensure compliance with all contract requirements related to LBE policies to achieve the Chapter 14B objectives, in conjunction with workforce development policies (collaboratively with CityBuild, labor unions, and apprenticeship programs).

Utilized a certified payroll system (LCP Tracker) and the SFPUC contract invoicing system (SOLIS) to monitor and enforce wage and labor standards compliance in contacts, comparing these data with other data in construction and professional services

Advised LBEs on City programs related to resources for LBEs, posted on the CMD website.

Investigated violations, facilitated meetings to address complaints about alleged discrimination, violations, and non-compliance, and provided recommendations/procedures, based on LBE legislation and guidelines.

### **VOLUNTEERING AND COMMUNITY LEADERSHIP**

Vice-Chair, the Sales Tax Citizens' Oversight Committee, the City of Antioch, California, 2021-present

Volunteer, Climate Reality Leadership Corps, Bay Area Chapter, 2018 - present

Board Member, Young Professionals in Energy (YPE), Los Angeles Chapter, 2012-2016

### **SELECTED PEER- REVIEWED PUBLICATIONS**

M. Chatterjee and K. Svyatets (Mundhenk), editors.  
*Environmental Issues and Policy: Exploring Past, Present and Future Socioecological Relations*. Cognella. 2019.

*Energy Security and Cooperation in Eurasia: Power, Profits and Politics*. Routledge, London, UK. 2016

## ATTACHMENT C

08/2013 – 05/2018

**Lecturer and Assistant Professor**

*Environmental Studies Program,*

*University of Southern California, Los Angeles CA*

Designed and taught courses on Environmental Law, Policy, and Economics

As a member of the USC Policy and Documentation Caucus and the USC Sustainability Committee, participated in program development and implementation for comprehensive climate policies that prioritize equitable access to healthcare and support systems for marginalized communities, leading to more inclusive policy proposals related to public health access or family work-life balance.

Conducted research, published, presented in conferences, and organized events related to public health and well-being as being affected by climate change), such as environmental justice issues in disadvantaged neighborhoods.

Co-organized and co-edited *Environmental Issues and Policy: Exploring Past, Present, and Future Socioecological Relations*, for in-depth policy analysis and policy recommendations, resulting in the formulation of actionable strategies on public health challenges, sustainable urban practices, and the role of policy in addressing problems via policy reforms, scientific solutions, political intervention, and social organization.

Engaged in Policy Implementation: Contributed to developing of actionable policy recommendations, leading to tangible steps for mitigating the negative consequences of climate change.

Collaborated with Stakeholders: Worked with a diverse range of stakeholders, including grassroots organizations, businesses, and policymakers, to build alliances and support the implementation of climate policies.

### **MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS**

The Procurement Excellence Network (PEN)

The National Contract Management Association (NCMA)

Sierra Club

### **HOBBIES AND INTERESTS**

Running (5K, 10K, half-marathons)

Camping

Hiking

Travel

**ATTACHMENT C**



**Community Service Application for:  
SALES TAX CITIZENS' OVERSIGHT COMMITTEE**

*Three (3) Vacancies, expiring March 2028  
One (1) Partial-Term Vacancy, expiring March 2026*

**Deadline Date: By 5:00 p.m., March 1, 2024**

\*Required field

<b>CITY OF ANTIOCH</b> Clerk's Department <b>APPLICANT INFORMATION</b>		<input type="checkbox"/> Youth 14-17
*Full Name: <b>Cortney Jones</b>	Main Phone: _____ Alternate Phone: (415) _____	MAR 29 2024
*Residence Address: <b>Antioch, CA</b>	E-mail Address: cjones@antiochcacommittee.gov	
Employer/School: <b>GME</b>	Occupation: <b>Director</b>	Resident since: <b>2016</b>

*PARENT/GUARDIAN INFORMATION (if applicant is age 14-17 years)		
*Full Name:	Main Phone: (415) _____	Alternate Phone: (415) _____
*Residence Address: <b>Antioch, CA</b>	E-mail Address:	

<b>*QUESTIONNAIRE</b>
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 ( <i>recommended to enhance your application</i> ).
1. List (3) main reasons for your motivation to join the Sales Tax Citizens' Oversight Committee. 2. Do you have a financial or accounting background? If so, please provide details. 3. What skills/experience do you have that would be helpful in serving on this Committee? 4. Please add any other information/comments that would be helpful in reviewing your application.

<b>*ACKNOWLEDGEMENTS</b>
My signature below indicates my understanding and acknowledgement that:
<input type="checkbox"/> *This completed application is available for public review ( <i>youth applications are exempt</i> ). <input type="checkbox"/> *I have read and agree to the requirements listed on the Vacancy Announcement. <input type="checkbox"/> *To the best of my ability, I will attend the Sales Tax Citizens' Oversight Committee regular meetings which meet <b>at least 2 times annually</b> .

Please return completed application by:	Cortney L Jones	3/29/24
<ul style="list-style-type: none"> <li>• Mail to: Office of the City Clerk P.O. Box 5007, Antioch CA 94531</li> <li>• In Person: Antioch City Hall-Clerk's Office 200 H Street, 3<sup>rd</sup> Floor</li> <li>• Email to: <a href="mailto:cityclerk@antiochca.gov">cityclerk@antiochca.gov</a></li> </ul>	_____ <b>*Applicant Signature</b>	_____ <b>*Date</b>
	_____ <b>*Parent/Guardian Signature</b>	_____ <b>*Date</b>
	(An original, signed application with parent/guardian signature is required, if a minor)	