



ANNOTATED AGENDA

Antioch City Council REGULAR MEETING

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

Date: Tuesday, June 25, 2024

Time: 6:15 P.M. – Closed Session
7:00 P.M. – Regular Meeting

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

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

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

Lamar 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.

Notice of Availability of Reports

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

Notice of Opportunity to Address Council

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

6:15 P.M. ROLL CALL – CLOSED SESSION – for Council Members – *Council Members District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson, and Mayor Hernandez-Thorpe [Council Member District 1 Torres-Walker – Absent]*

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS *for Closed Session – None*

CLOSED SESSION:

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

No reportable action

- 2) PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER.** This closed session is authorized pursuant to California Government Code section 54957(b).

No reportable action

6:16 P.M. MOTIONED TO ADJOURN TO CLOSED SESSION

7:02 P.M.

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

PLEDGE OF ALLEGIANCE

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

COUNCIL MEMBER BARBANICA REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE UP PUBLIC HEARING AGENDA ITEMS #10 AND #12 TO BE HEARD AFTER COUNCIL REGULAR AGENDA ITEM #5; APPROVED, 4/0

COUNCIL REGULAR AGENDA – Continued from June 11, 2024, Council Meeting

1. CITY COUNCIL REQUESTED DISCUSSION ITEM: DISCUSSION ON STREET CAMERAS

Council consensus directing staff to bring item back for consideration

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

2. CITY COUNCIL REQUESTED DISCUSSION ITEM: POTENTIAL OF CREATION OF DIVERSITY, EQUITY, INCLUSION, AND BELONGING (DEIB) OFFICER POSITION

Item postponed to the next meeting on July 23, 2024

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

3. CITY COUNCIL REQUESTED DISCUSSION ITEM: POTENTIAL OF CREATION OF HEALTH AND SAFETY ANALYST POSITION FOR THE HUMAN RESOURCES DEPARTMENT

Item postponed to the next meeting on July 23, 2024

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

4. CITY COUNCIL REQUESTED DISCUSSION ITEM: DISCUSSION OF CALIFORNIA BUSINESS ROUNDTABLE BALLOT MEASURE

No further action will be taken

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

5. CITY COUNCIL REQUESTED DISCUSSION ITEM: POTENTIAL DEVELOPMENT OF POLICY ON USE OF NATIVE PLANTS SPECIES FOR NEW DEVELOPMENTS

Council consensus directing staff to bring item back for consideration

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

PUBLIC HEARING / CITY OF ANTIOCH COUNCIL MEMBERS ACTING AS HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY

10. PUBLIC HEARING TO REVIEW THE FISCAL YEAR 2024-25 ACTION PLAN FOR EXPENDING FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANTS (“CDBG”), LOCAL HOUSING SUCCESSOR, PERMANENT LOCAL HOUSING ALLOCATION (“PLHA”) AND ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (“EECBG”) FUNDING AND AMENDING THE FISCAL YEAR 2024-25 BUDGET

**Reso No. 2024/83 adopted amended to include the following language:
“and giving authority to sign the agreement to the Acting City Manager.”**

4/0

Recommended Action: 1) It is recommended that the City of Antioch as the Housing Successor to the Antioch Development Agency approve the funding recommendations of the Community Development Block Grant (“CDBG”) Committee and adopt the resolution approving \$4,050,000 in Housing Successor funding for homeless services and development of affordable housing outlined in the Fiscal Year 2024-25 Annual Action Plan and authorizing the necessary Fiscal Year 2024/25 budget adjustments.

Reso No. 2024/84 adopted, 4/0

- 2) It is recommended that the City Council approve the funding recommendations of the Community Development Block Grant (“CDBG”) Committee and adopt the resolution approving the substantial amendments to the Fiscal Year 2023-24 Action Plan Downtown Roadway Project to reallocate \$395,436.34 and the Fiscal Year 2021-22 Action Plan to reallocate \$215,549.85 of remaining funds in the Downtown Roadway Project for a total of \$610,896.19 to be utilized for the development of affordable supportive housing for extremely low-income and homeless households and authorizing the necessary Fiscal Year 2024/25 budget adjustments.

Reso No. 2024/85 adopted, 4/0

- 3) It is recommended that the City Council approve the funding recommendations of the Community Development Block Grant (“CDBG”) Committee and adopt the resolution approving the Fiscal Year 2024-25 City of Antioch Action Plan which encompasses CDBG Entitlement funds, prior year reallocated funds, use of CDBG Corona Virus (“CDBG-CV”) funds, PLHA, EECBG and Housing Successor funds totaling \$6,454,180 to address identified high priority needs of lower income residents of the City of Antioch and authorizing the necessary Fiscal Year 2024/25 budget adjustments.

PUBLIC HEARING / CITY OF ANTIOCH COUNCIL MEMBERS ACTING AS HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY – Continued

12. INTRODUCE THE ORDINANCE ADDING CHAPTER 4 TO TITLE 4 (PUBLIC SAFETY) OF THE ANTIOCH MUNICIPAL CODE RELATING TO:

- (1) ORGANIZING, ADVERTISING, AND BEING A SPECTATOR AT STREET RACING, SIDESHOWS, AND RECKLESS DRIVING EXHIBITIONS OR**
- (2) ORGANIZING AND ADVERTISING STREET RACING, SIDESHOWS, AND RECKLESS DRIVING EXHIBITIONS**

Recommended Action: It is recommended that the City Council introduce, waive the first reading, and read by title only, the proposed ordinance:

**Council motioned to Introduce proposed ordinance #1,
To July 23, 2024, for Adoption, 4/0**

- 1) Adding Chapter 4 to Title 4 (Public Safety) to the Antioch Municipal Code, which prohibits **organizing, advertising, and being a spectator at** street racing, sideshows, and reckless driving exhibitions (Attachment A to the Staff Report).

OR

- 2) Adding Chapter 4 to Title 4 (Public Safety) to the Antioch Municipal Code, which prohibits **organizing and advertising** street racing, sideshows, and reckless driving exhibitions (Attachment B to the Staff Report).

9:14 P.M. RECESS TAKEN

9:21 P.M. RECONVENED, ROLL CALL – Council Members District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson, and Mayor Hernandez-Thorpe [Council Member District 1 Torres-Walker – Absent]

6. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

➤ **ANTIOCH RECREATION CENTER – SPECIAL EVENTS**

- 4th of July Celebration Parade and Fireworks
 - Antioch Rivertown – July 4, 2024
- Summer Outdoor Movie Nights
 - Prewett Family Park, 4701 Lone Tree Way, Antioch – July 11, 18, and 25, 2024

7. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

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

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

8. **PRESENTATION** – *Delta Adapts: Climate Adaptation Plan for the Sacramento–San Joaquin Delta, presented by the Delta Stewardship Council*
Morgan Chow, Environmental Program Manager
Annie Merritt, Environmental Scientist

9. CONSENT CALENDAR

- A. APPROVAL OF COUNCIL MEETING MINUTES FOR MAY 28, 2024

Approved, 4/0

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

- B. APPROVAL OF COUNCIL MEETING MINUTES FOR JUNE 11, 2024

Approved, 4/0

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

- C. APPROVAL OF COUNCIL WARRANTS

Approved, 4/0

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

- D. APPROVAL OF TREASURER’S REPORT FOR MARCH 2024

Received and filed, 4/0

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

CONSENT CALENDAR – Continued

E. APPROVAL OF TREASURER'S REPORT FOR APRIL 2024

Received and filed, 4/0

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

F. STATEMENT OF INVESTMENT POLICY

Reso No. 2024/86 adopted, 4/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the Statement of Investment Policy.

G. REJECTION OF CLAIMS: AARON WASHINGTON, DMITRIY SHORNIKOV AND JUSTINE BOBO

Rejected, 4/0

Recommended Action: It is recommended that the City Council reject the claims submitted by Aaron Washington, Dmitriy Shornikov and Justine Bobo.

H. RESOLUTION REQUESTING AND CONSENTING TO THE CONSOLIDATION OF ELECTIONS AND SETTING SPECIFICATIONS OF THE ELECTION ORDER FOR THE NOVEMBER 5, 2024, STATEWIDE GENERAL MUNICIPAL ELECTION FOR ELECTED OFFICIALS – MAYOR, COUNCIL MEMBERS DISTRICT 2 AND DISTRICT 3, CITY CLERK AND CITY TREASURER

Reso No. 2024/87 adopted, 4/0

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

- 1) Requesting and consenting to consolidation of elections with the Contra Costa County Elections Division,
- 2) Limiting the Candidate Statement word count to 250 words,
- 3) Clarifying filing costs for the November 5, 2024, General Municipal Election; and
- 4) Amending the Fiscal Year 2024/25 General Fund budget for the cost of the election.

I. AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT WITH CHECK PROCESSORS INC. FOR LOCKBOX SERVICES

Reso No. 2024/88 adopted, 4/0

Recommended Action: It is recommended that the City Council adopt a resolution approving an amendment to the agreement with Check Processors Inc. for lockbox services.

CONSENT CALENDAR – Continued

- J.** SECOND AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH CRUSADER FENCE COMPANY FOR THE ANTIOCH WATER PARK PERIMETER FENCE REPAIR (P.W. 567-11)

Reso No. 2024/89 adopted, 4/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the second amendment to the construction agreement with Crusader Fence Company for the Antioch Water Park Perimeter Fence Repair Project in the amount of \$102,804, for a total contract amount of \$345,090.

- K.** AWARD OF AN AGREEMENT TO A&A PAVING CO., INC. FOR THE ASPHALT OVERLAY OF DEERFIELD CORRIDOR, LARKSPUR, LEXINGTON, AND ALMONDRIDGE TRAILS

Reso No. 2024/90 adopted, 4/0

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

- 1) Awarding an agreement to the lowest, responsive, and responsible bidder, A&A Paving Co., Inc. for the Asphalt Overlay of Deerfield Corridor, Larkspur, Lexington, and Almondridge Trails beginning June 25, 2024, through September 23, 2024 for a total amount not to exceed \$193,370; and
- 2) Authorizing the Acting City Manager to execute the agreement in a form approved by the City Attorney.

- L.** APPROVAL OF A PURCHASE ORDER WITH BADGER METER, INC. FOR WATER METERS AND REPAIR PARTS

Reso No. 2024/91 adopted, 4/0

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

- 1) Approving a purchase order in the amount of \$500,000 with Badger Meter, Inc. for the purchase of water meters and repair parts; and
- 2) Authorizing the Acting City Manager to execute the purchase order.

CONSENT CALENDAR – Continued

- M.** RESOLUTION APPROVING THE NOTICE OF RELEASE OF AGREEMENT REGARDING DEFERRED DEVELOPMENT IMPACT FEES AND AUTHORIZING THE ACTING CITY MANAGER OR DESIGNEE TO EXECUTE AND FILE SAID NOTICE OF RELEASE FOR THE AMCAL FAMILY/SENIOR APARTMENTS PROJECT (P.W. 371-RA-57)

Reso No. 2024/92 adopted, 4/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the Notice of Release of Agreement Regarding Deferred Development Impact Fees and authorizing the Acting City Manager or designee to sign and file said notice of release for the AMCAL Family/Senior Apartments Project located at 3560 East 18th Street, Antioch, California (APN 051-200-074).

- N.** RESOLUTION ACCEPTING COMPLETED IMPROVEMENTS, AUTHORIZING FILING NOTICE OF COMPLETION AND AUTHORIZING RELEASE OF BONDS FOR PARK RIDGE UNITS 6 AND 7 SUBDIVISION, TRACT NO. 9563 & 9564, DAVIDON HOMES (P.W. 674-6 & 674-7)

Reso No. 2024/93 adopted, 4/0

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

- 1) Accepting the completed improvements;
- 2) Authorizing the Acting City Manager or designee to file a notice of completion; and
- 3) Authorizing the release of bonds for Park Ridge Units 6 and 7 Subdivision, Tract No. 9563 & 9564, Davidon Homes (P.W. 674-6 & 674-7).

- O.** CONTRACT EXTENSION FOR THE CALIFORNIA VIOLENCE INTERVENTION & PREVENTION (“CALVIP”) PROGRAM OUTREACH, PROGRAM DESIGN AND IMPLEMENTATION WITH ONE DAY AT A TIME (“ODAT”) WITH FISCAL SPONSOR COMMUNITY INITIATIVES

Reso No. 2024/94 adopted, 4/0

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

- 1) Approving the First Amendment to the Agreement with One Day At A Time to extend grant program support and replication of evidence-based violence reduction initiatives and programs that interrupt cycles of violence through June 30, 2025; and
- 2) Authorizing the Acting City Manager to execute the First Amendment to the Agreement.

CONSENT CALENDAR – Continued

- P.** AGREEMENT WITH MOTOROLA SOLUTIONS FOR THE SOLE-SOURCE PURCHASE OF HANDHELD TWO-WAY RADIOS FOR EMERGENCY COMMUNICATIONS AND THE APPROVAL OF A SUBSCRIBER SERVICES AGREEMENT FOR RELATED WIRELESS RADIO SERVICES FOR A TOTAL NOT TO EXCEED \$995,229.18

Reso No. 2024/95 adopted, 4/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the Acting City Manager to purchase 78 Motorola APX Next portable radios with five-year subscriber services agreements, in a form approved by the City Attorney, for the Antioch Police Department and Code Enforcement Division personnel for a total not to exceed \$995,229.18.

PUBLIC HEARING / CITY OF ANTIOCH COUNCIL MEMBERS ACTING AS HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY – Continued

[ITEM #10 MOVED UP IN THE AGENDA]

- 11.** RESOLUTION APPROVING AND ADOPTING THE PROPOSED FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM 2024-2029 (P.W. 150-24)

Reso No. 2024/96 adopted, 4/0

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

- 1) Approving and adopting the Five-Year Capital Improvement Program 2024-2029; and
- 2) Authorizing the Acting City Manager or his designee to carry over and re-appropriate all remaining Fiscal Year 2023/24 Capital Improvement Program budgets to the Fiscal Year 2024/25 Operating Budget.

[ITEM #12 MOVED UP IN THE AGENDA]

COUNCIL REGULAR AGENDA

13. CITY COUNCIL REQUESTED DISCUSSION ITEM: DISCUSSION REGARDING CLOSURE OF THE ANTIOCH AMTRAK STATION

Council consensus directing staff to bring back a resolution in support of keeping the Amtrak Station open

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

PUBLIC COMMENTS

STAFF COMMUNICATIONS

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

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

Motioned to adjourn meeting at 10:27 p.m., 4/0



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 25, 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 Street Cameras

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 hold a discussion on street cameras.

ATTACHMENTS

None



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 25, 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 – Potential of Creation of Diversity, Equity, Inclusion, and Belonging (DEIB) Officer Position

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 the potential creation of a Diversity, Equity, Inclusion, and Belonging (DEIB) - Officer position.

ATTACHMENTS

None



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 25, 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 – Potential of Creation of Health and Safety Analyst Position for the Human Resources 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 the potential creation of a Health and Safety Analyst position for the Human Resources Department.

ATTACHMENTS

None



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 25, 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 of California Business Roundtable Ballot Measure

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 hold a discussion on the California Business Roundtable ballot measure.

ATTACHMENTS

None



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 25, 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 – Potential Development of Policy on use of Native Plant Species for New Developments

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 potential development of a policy on the use of native plant species for new developments.

ATTACHMENTS

None



4TH OF JULY

CELEBRATION

Parade & Fireworks

4PM-10PM | RIVERTOWN

★ FOOD TRUCKS, LIVE
MUSIC, KIDS ZONE &
FIREWORKS SHOW

★ DUNK TANK FUNDRAISER
★ 5PM-8PM

FOR MORE INFORMATION, VISIT
ANTIOCHCA.GOV/RECREATION

ANTIOCH
CALIFORNIA
OPPORTUNITY LIVES HERE #6



ANTIOCH
RECREATION DEPARTMENT



Outdoor MOVIE NIGHTS



MOVIES START AT DUSK
BRING YOUR CHAIRS & BLANKETS



PREWETT FAMILY PARK
FREE POPCORN - FREE PARKING

**11
JULY**

**18
JULY**

**25
JULY**



ANTIOCHCA.GOV/OUTDOOR-MOVIE-NIGHT

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 extended deadlines below.**

EXTENDED DEADLINE DATE: FRIDAY, JULY 26, 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

EXTENDED DEADLINE DATE: FRIDAY, JUNE 28, 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. 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

Extended Deadline Date: By 5:00 p.m., July 26, 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, 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, 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.

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, 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.



June 2024

Delta Adapts

Climate Adaptation Plan for the Sacramento-San Joaquin Delta

Morgan Chow, Environmental Program Manager
Annie Merritt, Environmental Scientist



Delta
Stewardship
Council

A CALIFORNIA STATE AGENCY

#8

Council Role and Activities

Implementing the Delta Plan

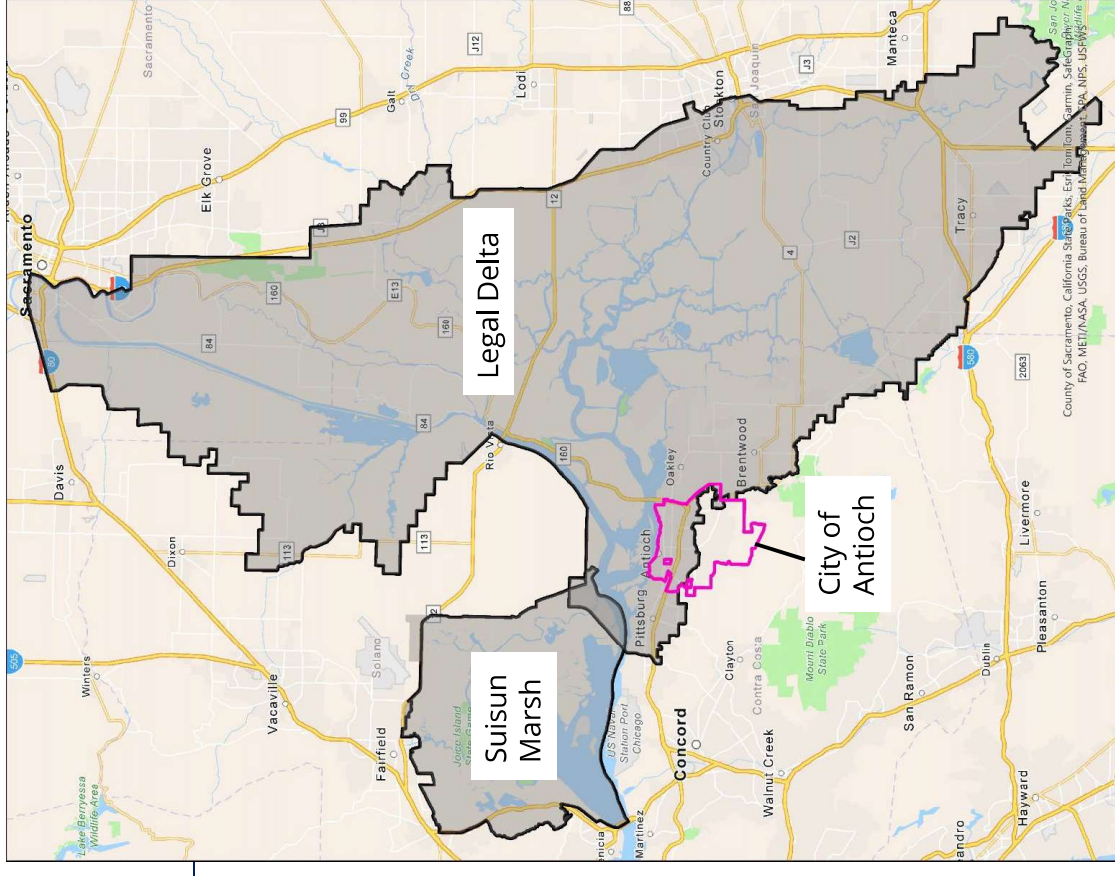
- Covered action authority
- Delta Plan Interagency Implementation Committee
- Performance measures

Amending the Delta Plan

- Setting priorities for state investment in Delta levees
- Promoting options for water management
- Weaving together a plan for ecosystem enhancement

Connecting decision-makers with the best science

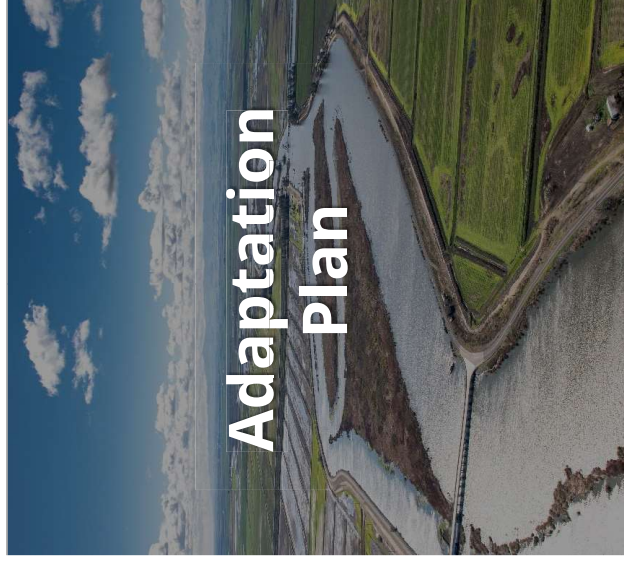
- Synthesis, peer review, identifying and funding high-priority science



Delta Adapts =



+





By 2050, increased temperatures in Antioch will lead to:



- **20** extreme heat days per year
- More **unhealthy** ozone days



Increased **cooling costs** for homes and businesses

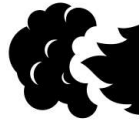


Heat stress on landscapes and ecosystems

Urban areas like Antioch will experience relatively more extreme heat days due to the **urban heat island effect**.



By 2050, increased temperatures, more frequent drought, and wind changes will:



Increase the size and severity of remote wildfires, which will...



Increase the frequency and duration of **poor air quality** days

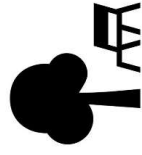


By 2085, a 100-year flood event in Antioch could impact:



- **1,180** residents

- **80%** live in areas with high social vulnerability



- **1** park



- **4** bridges



- **1** school

deltascience.shinyapps.io/delta_flood_map/

Key Climate Vulnerabilities and Adaptation Priorities in Antioch

Key climate vulnerabilities



Increased flood risk: By 2085, at least 1,180 additional residents — four times the current number — will be exposed to flooding.



Extreme heat: By mid-century, Antioch is projected to experience an average of 20 extreme heat days per year.



Wildfire: Antioch will likely experience more poor air quality events due to increased frequency and severity of remote wildfires.

Key adaptation priorities

- » Coordinate with other agencies on adaptation efforts.
- » Prioritize adaptation for vulnerable communities.
- » Protect shoreline infrastructure from sea level rise and climate hazards.
- » Maximize public shoreline access and increase park resilience.
- » Address drinking water issues, trash in waterways, and food insecurity.
- » Train youth on climate impacts and adaptation.

Regional-level adaptation strategies

Agriculture Strategies:

Equitable food system

Climate-smart farming

Diversification of revenue
on agricultural land

Strategic land retirement

Ecosystem Strategies:

Improve capacity of ecosystems to
adapt and thrive

Build capacity and partnerships for
ecosystem resilience

Protect ecosystems by halting and
reversing subsidence

Enhance urban ecosystem health

Regional-level adaptation strategies continued

Water Supply Strategies:

Reduce reliance on the Delta through conservation local water supply development

Increase storage of surface and groundwater supplies

Modify reservoir operations

Modify water quality standards

Modify water infrastructure

Flood Risk Reduction Strategies:

Develop climate-informed understanding Delta flood dynamics

Strengthen and upgrade Delta levee system

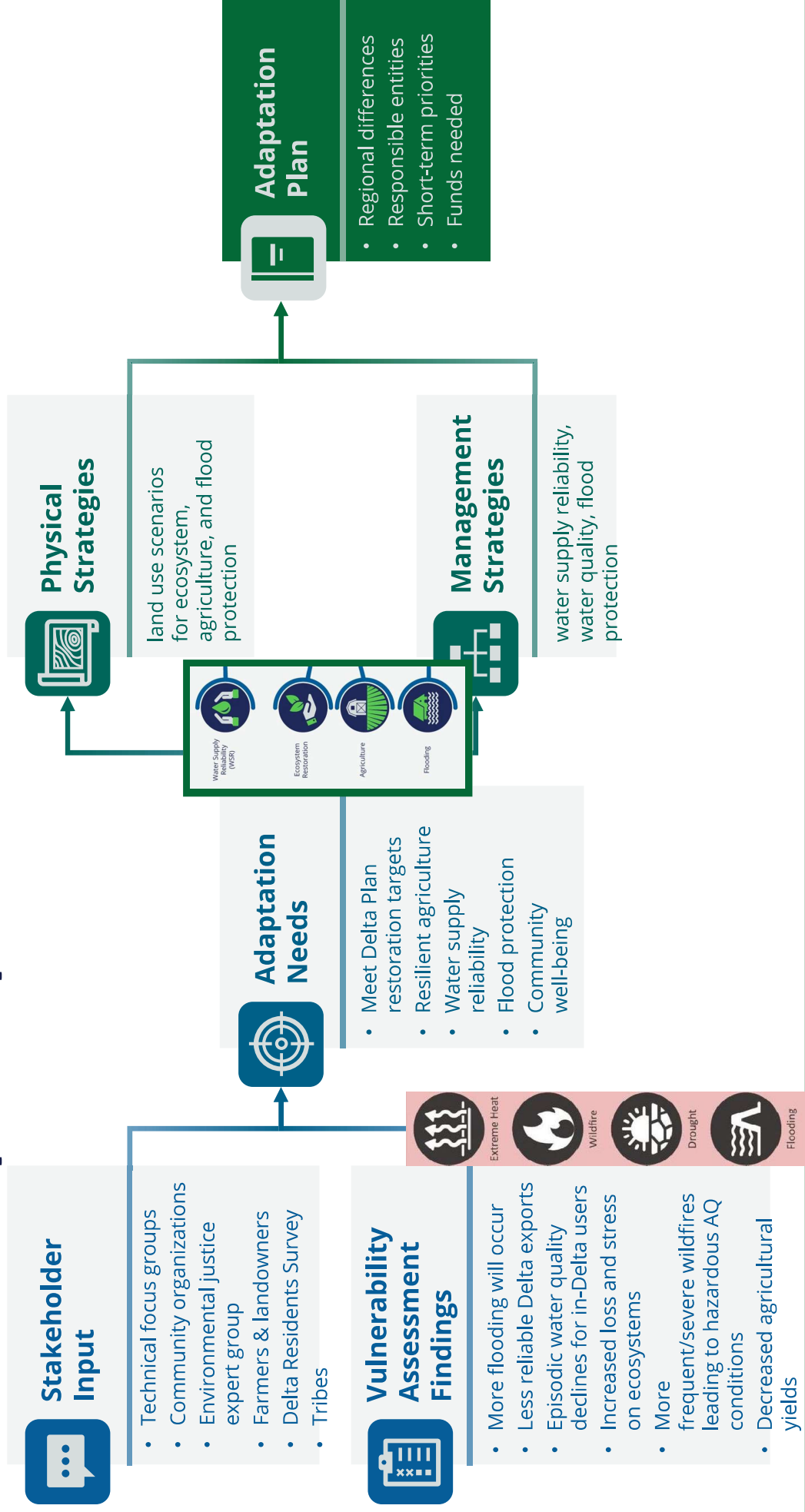
Restore ecosystems for flood mitigation

Improve emergency preparedness and risk communication

Manage and expand upstream water storage capability

Use adaptive urban planning and farming practices to reduce risk

Delta Adapts Adaptation Plan



Discussion Questions

- What are your initial reactions to the information presented?
- Do these adaptation priorities resonate with you?
- Are there other concerns related to climate change in Antioch that you'd like to see reflected in the Adaptation Plan?

Thank you!

climatechange@deltacouncil.ca.gov



Scan the QR code
to subscribe to our
listserv



@DeltaCouncil



@deltastewardshipcouncil



Scan the QR code to visit the
Delta Adapts webpage:
deltacouncil.ca.gov/delta-plan/climate-change



Delta Stewardship Council



Deltacouncil.ca.gov



@deltastewardshipcouncil

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

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

**May 28, 2024
Council Chambers**

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

Mayor Hernandez-Thorpe called the Special Meeting to order at 5:00 P.M., and Assistant City Attorney/Acting City Clerk Brace 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.

STUDY SESSION

SM-1. PRESENTATION OF THE DRAFT 5-YEAR CAPITAL IMPROVEMENT PROGRAM 2024-2029 (P.W. 150-24)

Acting Director of Public Works/City Engineer Buenting acknowledged his staff for assisting in the program and presented the staff report dated May 28, 2024, recommending the City Council review and provide feedback to staff regarding the draft 5-Year Capital Improvement Program (CIP) 2024-2029.

Councilmember Wilson requested staff consider adding a signal for the trail crossing over Bluerock Drive.

Councilmember Ogorchock requested staff prioritize sidewalk and gutters as well as the remaining sewer and water hookups in the northeast annexation area. She also requested the CDBG Standing Committee consider recommending funding for these improvements.

Councilmember Barbanica thanked staff for the crosswalks on James Donlon Blvd and for their hard work in putting together the CIP.

MOTION TO ADJOURN SPECIAL MEETING/STUDY SESSION

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council adjourned the Special meeting at 5:29 P.M.

6:00 P.M. - CLOSED SESSION

Mayor Hernandez-Thorpe called the Closed Session to order at 6:01 P.M., and Assistant City Attorney/Acting City Clerk Brace 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.

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to California Government Code section 54956.9: Felecia Sonnier v. City of Antioch, Superior Court of California Contra Costa County (Case No. C21-01165).
2. **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – pursuant to California Government Code section 54956.8; Property: East 18th Street and Wilson Street (APN 051-400-027), Antioch, CA; Negotiating Parties: City of Antioch Negotiators: Brad Helfenberger, Acting Assistant City Manager and Thomas Lloyd Smith, City Attorney; Contra Costa County Fire Protection District Negotiator: Aaron J. McAlister, Deputy Fire Chief; Under Negotiation: Price and terms of payment.
3. **PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER.** This closed session is authorized pursuant to California Government Code section 54957(b)(1).

PUBLIC COMMENTS

An unidentified speaker spoke to Closed Session Item #2 encouraging the City to work with the fire department to maximize the property's potential.

ADJOURN TO CLOSED SESSION

Mayor Hernandez-Thorpe adjourned to Closed Session at 6:05 P.M.

7:00 P.M. REGULAR MEETING

Mayor Hernandez-Thorpe called the meeting to order at 7:15 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

MOMENT OF SILENCE IN MEMORY OF WILLIE MIMS

Mayor Hernandez-Thorpe led a moment of silence in memory of Willie Mims.

PLEDGE OF ALLEGIANCE

Mayor Hernandez-Thorpe led the Pledge of Allegiance.

With consensus of Council, Councilmember Torres-Walker displayed the Palestinian flag on the dais.

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, City Council approved a settlement in the amount of \$225,000 by a 5-0 vote, **#2 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**, direction given to City Attorney; and, **#3 PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER**, no reportable action.

COUNCIL REGULAR AGENDA – Continued from May 14, 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

Council directed the Antioch Police Department (APD) to bring back a presentation on the tools and equipment utilized by the department.

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

Councilmember Ogorchock will bring back ad hoc committee information from the City of Brentwood for discussion.

3. FUTURE PLANS FOR THE ANTIOCH POLICE CRIME PREVENTION COMMISSION

City Attorney Smith presented the staff report dated May 28, 2024, recommending the City Council direct staff to take one of the following actions: 1) Initiate the candidate application process to fill the vacancies on the Police Crime Prevention Commission; 2) Prepare an ordinance to dissolve the Police Crime Prevention Commission; 3) Prepare a resolution for an ad hoc committee to propose the future mission and purpose of the Antioch Police Crime Prevention Commission or 4) Take no action.

Harry Thurston, Antioch resident, spoke in support of a resolution to establish an ad hoc committee to propose the future mission and purpose of the Antioch Police Crime Prevention Commission.

Leslie May spoke in support of dissolving the Antioch Police Crime Prevention Commission.

Rachel Mendoza expressed concern for quality of life and safety issues negatively impacting their senior community.

Mayor Hernandez-Thorpe stated he would follow up with this speaker regarding her concerns.

Following discussion, Council consensus directed staff to prepare a resolution for the formation of an ad hoc committee to propose the future mission and purpose of a Public Safety and Community Resource Commission.

4. INTRODUCTION OF NEW CITY EMPLOYEES

Acting Director of Public Works/City Engineer Buenting introduced Brian Valadez, Street Maintenance Worker I (not in attendance) and Toby Beach, Collection Systems Superintendent who stated he was grateful for the opportunity to work in Antioch.

Interim Police Chief Addington recognized Field Training Officers Downey and London, and introduced David Church, Trayjen Jones, Alejandro Loroño, and Placido Serna III, Police Officers who stated they were honored to serve the community.

Kathryn Wade, Sara B., Nicole and several unidentified speakers welcomed the employees and encouraged the new police officers to remain professional.

An unidentified speaker spoke in support of creating an incentive program for other City positions.

Councilmember Torres-Walker welcomed the new city employees and spoke about the responsibilities of Field Training Officers. She announced the badge numbers of the new police officers.

Debra Vinson welcomed the new police officers and encouraged anyone experiencing a mental health crisis to call 988. She thanked Interim Police Chief Addington and acknowledged police officers who responded to her calls for service.

5. PROCLAMATION

Recognizing June 2024 as Pride Month in the City of Antioch

A motion was made by Councilmember Ogorchock and seconded by Councilmember Wilson, to approve the proclamation.

Mary Lutz commented that the City needed to update the Pride flag and suggested including a Trans flag.

Mayor Hernandez-Thorpe responded that the city's flag policy required organizations to provide their flags to be flown at City Hall.

A vote taken on the previous motion to approve the proclamation unanimously passed.

Mary Lutz accepted the *Recognizing June 2024 as Pride Month in the City of Antioch* proclamation.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Director of Public Safety and Community Resources Johnson introduced Amadeus Castillo, Antioch Council of Teens (ACT) announced the following civic and community events:

- ACT meetings - 4:30 P.M. – 6:00 P.M. every second and fourth Wednesday
- Teen Block Party – 6:00 P.M. – 9:00 P.M. on June 14, 2024, at Waldie Plaza
- Fame Junior Performance – 7:00 P.M. on June 7, 2024, and 2:00 P.M. and 7:00 P.M. on June 8, 2024

Leslie May announced Reimagine Antioch and Safe Return Project, were hosting a Community Healing Session from 1:00 P.M. – 6:00 P.M. on June 1, 2024, at 1358 Sunset Drive, Antioch.

Dr. Wright announced a Founder's Dinner/Scholarship Fundraiser would be held on June 29, 2024.

Mayor Hernandez-Thorpe announced that he would be hosting an Antioch Salutes event to recognize graduates joining Armed Forces at 12:00 P.M. on June 8, 2024, at Waldie Plaza.

6. 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.

PUBLIC COMMENTS

Rosalba Zendejas expressed concern regarding the results of her sons' internal investigation.

Philip J. Weber encouraged the City to schedule a community bicycle riding event.

Bruce "Ole" Ohlsen, Mister Bicycle / Delta Pedalers Bicycle Club, discussed the pedestrian and bicycle improvements planned for "L" Street and offered his suggested revisions for the project.

Leslie May and Kathryn Wade expressed concern regarding a recent news article related to the Pittsburg Police Department.

Lemuel del Castillo, Parks and Recreation Commission, encouraged the City Council to address safe bicycle and pedestrian infrastructure in Antioch.

Kerry Hillis, BART Government and Community Relations Representative, provided their future construction schedule.

Krystle Law spoke regarding the need for unhoused resident services in Antioch.

Nicole Arrington expressed concern regarding the removal of the Amtrak station in Antioch. She also expressed concern regarding a recent news article related to the Pittsburg Police Department.

Erika Raulston commended Antioch Police Department for their response to her call for service. She expressed concern regarding public safety related to the traffic division and lack of lighting in the community.

An unidentified speaker discussed the need for traffic calming measures in his neighborhood off Deer Valley Road.

Sara B. expressed concern regarding the lack of access to a water fountain and bathrooms at City Park. She spoke in support of keeping the Amtrak Station in Antioch and Palestine. She questioned what services were available for community members impacted by crime.

Devin W. led a moment of silence in memory of a community member and discussed the need for resources for the unhoused who were being displaced during encampment cleanups.

An unidentified speaker discussed services for the unhoused and the potential use of ARPA funds for projects to address their needs.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

Councilmember Torres-Walker discussed a recent encampment cleanup and expressed concern that Sergeant Green had been pulled off traffic enforcement to oversee this event. She also expressed concern for the lack of a coordinated response from the CORE team, Crisis Response Team and the Unhoused Resident Coordinator. She thanked Sergeant Green for his compassionate response. She recognized the loss of an unhoused resident in Antioch. She spoke to a recent news article regarding the Pittsburg Police Department and encouraged the community to allow Antioch to continue to rebuild.

Councilmember Barbanica reported the CDBG Standing Committee would be meeting on June 5, 2024, and they would be considering funding for two housing projects for the unhoused. He commented that Council wanted a strong Police Department and workforce serving the community. He encouraged everyone to know the facts prior to making conclusions when referencing lawsuits involving city officials and voiced his support for Interim Police Chief Addington.

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

MAYOR'S COMMENTS

Mayor Hernandez-Thorpe thanked everyone for their comments and stated he was proud of the recent cohorts of academy graduates. He reported on a community meeting he attended and his trip to China on behalf of the City. He stated he was proud to represent a great City.

An unidentified speaker expressed concern regarding the lack of resources for the unhoused.

7. **CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
 - A. **APPROVAL OF COUNCIL MEETING MINUTES FOR MAY 14, 2024**
 - B. **APPROVAL OF COUNCIL SPECIAL MEETING/CLOSED SESSION MINUTES FOR MAY 15, 2024**
 - C. **APPROVAL OF COUNCIL WARRANTS**
 - D. **APPROVAL OF HOUSING SUCCESSOR WARRANTS**
 - E. **RESOLUTION NO. 2024/65 ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE 2024-25 FISCAL YEAR**
 - F. **RESOLUTION NO. 2024/66 ARCTIC WOLF NETWORK AGREEMENT FOR CYBERSECURITY SERVICES**
 - G. **RESOLUTION NO. 2024/67 AGREEMENT SUPPLEMENT NO. 3 WITH CONTRA COSTA COUNTY FOR LIBRARY MAINTENANCE AND SERVICE FOR FISCAL YEAR 2024/25 IN THE AMOUNT OF \$180,259**
 - H. **RESOLUTION NO. 2024/68 AWARD OF A MULTI-YEAR MAINTENANCE SERVICE AGREEMENT WITH KARLA'S JANITORIAL & SUPPLIERS, LLC FOR JANITORIAL MAINTENANCE SERVICES**
 - I. **RESOLUTION NO. 2024/69 AWARD OF A MULTI-YEAR MAINTENANCE SERVICES AGREEMENT WITH ALTA FENCE CO. FOR FENCING PARTS & INSTALLATION SERVICES**
 - J. **RESOLUTION NO. 2024/70 DISPLAY OF THE PRIDE PROGRESS FLAG AT CITY HALL**
 - K. **RESOLUTION NO. 2024/71 ANNUAL WATER TREATMENT CHEMICAL PURCHASES**

- L. **RESOLUTION NO. 2024/72 ACCEPTANCE OF A GRANT DEED TO THE CITY OF ANTIOCH CONVEYING LOTS “B,” “C,” AND “D” FOR THE MIRA VISTA HILLS UNIT 7 SUBDIVISION (TRACT # 5547)**
- M. **RESOLUTION NO. 2024/73 APPROVING CONSOLIDATED ENGINEER’S REPORT AND DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE HILLCREST, CITYWIDE, DOWNTOWN, ALMONDRIDGE, LONE TREE, AND EAST LONE TREE LANDSCAPE MAINTENANCE DISTRICTS, AND SETTING PUBLIC HEARING (P.W. 500)**
- N. **RESOLUTION NO. 2024/74 AWARD OF A MULTI-YEAR SUPPLY PURCHASE AGREEMENT WITH AMAYA SOLUTIONS INC. FOR THE SUPPLY AND DELIVERY OF ANTI-SCALANT MEGAFLUX FOR WATER TREATMENT**
- O. **RESOLUTION NO. 2024/75 ACCEPTANCE OF FUNDING AWARD FROM #CALIFORNIANSFORALL YOUTH JOB CORPS**
- P. **RESOLUTION NO. 2024/76 APPROVAL OF AWARDS FOR THE 2024-2025 YOUTH SERVICES NETWORK GRANTS**

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

Item G – In response to Councilmember Torres-Walker, Acting City Manager Helfenberger explained this item was an ongoing agreement between the City and the library.

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

Item I – In response to Councilmember Torres-Walker, Acting Director of Public Works/City Engineer Buenting explained that this was a new contract and Alta Fence was the only company that had responded to the RFP.

An unidentified speaker referencing a previous contract extension questioned what justified an emergency order.

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

Ayes: Barbanica, Ogorchock, Wilson, Hernandez-Thorpe

Abstain: Torres-Walker

Item J – Councilmember Torres-Walker suggested the City consider hosting a Pride Celebration.

On motion by Councilmember Torres-Walker, seconded by Councilmember Wilson, the City Council unanimously approved Item J.

Item O – Director of Public Safety and Community Resources Johnson presented the staff report dated May 28, 2024.

Mayor Hernandez-Thorpe requested that future efforts such as these be communicated to Council.

An unidentified speaker questioned who was responsible for giving direction with regards to grant priorities for the Public Safety and Community Resources Department.

Councilmember Torres-Walker requested staff provide Council with data and outcomes for the Mayor's Apprenticeship Program.

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

Item P – In response to Councilmember Torres-Walker, Director of Public Safety and Community Resources Johnson provided an overview of their outreach efforts, application process, and the organizations chosen to receive funding.

Councilmember Torres-Walker requested staff provide Council with data and outcomes for the programs that were renewed.

An unidentified speaker requested applications and the data for renewed programs be included in future staff reports.

Public comment submitted in writing was entered into the record from the following individual: Katherine Ingalls, Antioch Unified School District.

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

PUBLIC HEARING

8. PROPOSED UPDATES TO THE MASTER FEE SCHEDULE EFFECTIVE JULY 1, 2024

Finance Director Merchant presented the staff report dated May 28, 2024, recommending the City Council adopt a resolution updating and approving the Master Fee Schedule effective July 1, 2024.

Mayor Hernandez-Thorpe opened and closed the public hearing with no members of the public requesting to speak.

RESOLUTION NO. 2024/77

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously adopted the resolution updating and approving the Master Fee Schedule effective July 1, 2024.

City Clerk Householder announced that Councilmember Torres-Walker had left the meeting at 9:53 P.M.

COUNCIL REGULAR AGENDA

9. CITY COUNCIL REQUESTED DISCUSSION ITEM: CONSIDERATION OF OPTIONS FOR A BAN OR MORATORIUM ON NEW GAS STATIONS AND THE EXPANSION OF FUEL DISPENSERS AT EXISTING GAS STATIONS

City Attorney Smith presented the staff report dated May 28, 2024, recommending the City Council provide direction to staff to initiate the policy process to prepare a: 1) ban or temporary moratorium on the development of new gas stations and 2) ban or temporary moratorium on the expansion of fossil fuel dispensers (pumps) at existing gas stations.

O.G. Strogatz 350 Contra Costa, Devin W., Louis "Lou" Flores, 350 Contra Costa Action, and several unidentified speakers spoke in support of a ban on the development of new gas stations and the expansion of fossil fuel dispensers at existing gas stations.

Public comments submitted in writing were entered into the record from the following individuals: Kristel Rietesel, Kensington (Contra Costa County) Admin / Bay Area Clean Air Coalition. Woody Hastings, Co-coordinator / Coalition Opposing New Gas Stations, Shoshana Wechsler, Co-Coordinator / Sunflower Alliance, Alvaro Ramos and David Pedersen, British Columbia, Canada.

Councilmember Wilson and Mayor Hernandez-Thorpe spoke in support of a ban on new gas stations and expansion of fossil fuel dispensers.

Councilmembers Barbanica and Ogorchock spoke in opposition of a ban on new gas stations and expansion of fossil fuel dispensers.

With no consensus of Council, no action was taken on this item.

10. FUTURE PLANS FOR THE POLICE OVERSIGHT STANDING COMMITTEE

City Attorney Smith presented the staff report dated May 28, 2024, recommending the City Council dissolve the Police Oversight Standing Committee.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council members present unanimously dissolved the Police Oversight Standing Committee.

PUBLIC COMMENT

Frank Sterling encouraged the City Council to agendized a resolution in support of a ceasefire in Gaza and divestment from the businesses.

STAFF COMMUNICATIONS – None

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Barbanica reiterated a previous request for staff to agendize an amendment to the smoke shop ordinance to address owners who wanted to will or sell their properties.

Acting Director of Community Development Scudero responded that staff was working on drafting that ordinance amendment, and it would be coming back to Council soon.

Councilmember Wilson questioned when the City would update their climate and sustainability action plan. She also spoke in support of the city holding a bicycling community event.

Acting Director of Community Development Scudero responded that the climate and sustainability plan was a standalone plan and staff was currently working on an update. He noted it would be tied into the General Plan.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council members present unanimously adjourned the meeting at 10:21 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, 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.**

**June 11, 2024
Council Chambers**

6:00 P.M. - CLOSED SESSION

Mayor Hernandez-Thorpe called the Closed Session to order at 6:00 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.

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to Government Code section 54956.9: William Butcher v. City of Antioch, et al. United States District Court for the Northern District of California (Case No.: 3:23-cv-04328).
2. **PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER.** This closed session is authorized pursuant to California Government Code section 54957(b)(1).

PUBLIC COMMENTS – None

MOTION TO ADJOURN TO CLOSED SESSION

Mayor Hernandez-Thorpe adjourned to Closed Session at 6:02 P.M.

7:00 P.M. REGULAR MEETING

Mayor Hernandez-Thorpe called the meeting to order at 7:04 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.

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, no reportable action; and **#2 PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER**, direction given to City Attorney and Director of Human Resources.

1. PROCLAMATION

Proclamation Commemorating Juneteenth 2024

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

Leslie May accepted the *Proclamation Commemorating Juneteenth 2024*.

2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

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

- Juneteenth – A Freedom Celebration: 12:00 P.M. – 5:00 P.M. on June 16, 2024, at Williamson Ranch Park

City Clerk Householder announced the following civic and community event:

- So You Want to Run for Office - Engaging Candidate Workshop: 6:00 P.M. – 9:00 P.M. on June 24, 2024, at Antioch Senior 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.

PUBLIC COMMENTS

Leslie May commended the Antioch Police Department on their professional response to a wellness check. She requested Council consider funding training for Commissioners. She also requested information on the process for participating in the 4th of July parade.

Patricia Granados advocated for families facing evictions. She spoke in support of training for Antioch Police Oversight Commissioners and Bay Area Community Resources Youth Programs.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

Councilmember Torres-Walker announced the Community Development Block Grant (CDBG) Committee meeting would be held at 2:30 P.M. on June 13, 2024.

Councilmember Barbanica encouraged the community to participate in the CDBG Committee meeting. He reported he had a discussion with Mayor Hernandez-Thorpe following recent sideshow activities and announced that they had agreed to bring back a sideshow ordinance for Council consideration.

Councilmember Ogorchock reported on a meeting she attended with ACCE regarding the Amtrak Station decommission and announced she would be requesting a resolution to outline the importance of retaining a station in Antioch.

Councilmember Wilson announced Delta Diablo would be meeting on June 12, 2024, and youth bus passes were on sale.

Councilmember Ogorchock suggested Council consider buying down the youth bus passes for Antioch residents.

MAYOR'S COMMENTS

Mayor Hernandez-Thorpe thanked the public participating in this evening's meeting. He reported on his attendance at the CCTA meeting and the Mayor's Conference. He announced he would be bringing back sideshow ordinances for Council consideration. He reported on an event recognizing Antioch High School graduates who had enlisted in the Armed Forces.

4. PRESENTATION – This Way In – Chinese Commemoration Public Art Project by Christy Chan

Christy Chan presented the This Way In – Chinese Commemoration Public Art Project.

Gordon Yamate, Hans Ho, speaking on behalf of himself, Joanne Shen, Bay Area resident and an unidentified speaker spoke in support of the Chinese Commemoration Public Art Project.

The City Council thanked Ms. Chan for the presentation.

Council consensus supported considering funding for a Public Art Project during budget discussions later this evening.

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

A. APPROVAL OF COUNCIL MEETING MINUTES FOR MAY 28, 2024

B. APPROVAL OF COUNCIL WARRANTS

- C. **APPROVAL OF HOUSING SUCCESSOR WARRANTS**
- D. **REJECTION OF CLAIM: PRETIKA POONAM SINGH**
- E. **RESOLUTION NO. 2024/78 FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH THE KPA GROUP FOR CITYWIDE SPACE PLANNING AND ARCHITECTURAL CONSULTATION SERVICES (P.W. 700-4)**
- F. **RESOLUTION NO. 2024/79 SUPPLY PURCHASE AGREEMENT WITH UNIVAR SOLUTIONS USA LLC FOR THE SUPPLY AND DELIVERY OF CALCIUM CHLORIDE FOR WATER TREATMENT**
- G. **RESOLUTION NO. 2024/80 PLANNING COMMISSIONER APPOINTMENT TO TRANSPLAN**

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

PUBLIC HEARING

6. LAUREL RANCH CARWASH AND CONVENIENCE STORE (PRE2023-0006)

Planning Manager Merideth presented the staff report dated June 11, 2024, recommending the City Council provide the applicant with feedback regarding the proposal.

Mayor Hernandez-Thorpe opened the public hearing.

Julio Tinajero, Milestone Associates, presented a history of the property, project and the revised site plan. He explained that the applicant purchased the property because it was marketed and staff had confirmed it was zoned commercial property; however, after they submitted an application, they were informed by staff that there had been an error, and it was zoned residential. He requested Council consider the history of the property and provide their feedback regarding their proposal.

William Walker HOA Park Ridge, Christina Pineda, Park Ridge resident, Tahmeka Ramirez, Park Ridge resident, Don Aquillant, Park Ridge neighborhood, Shane Battle, Antwon Webster and James Souffrant spoke in opposition to the project citing oversaturation of carwash/convenience stores and the proximity of residential development, negatively impacting quality of life. They requested Council reject this proposal.

Laura Kindsvater, Antioch resident, spoke in support of modifying the landscape plan by requiring more than 70% native plant species.

Ashly Mahan spoke in support of citywide solutions to protect all neighborhoods from these types of development.

An unidentified speaker in opposition to the project spoke in support of a residential development on the property.

Gavin Payton offered suggested revisions to the project.

Public comments submitted in writing were entered into the record from the following individuals: Carlos Hermosillo, Antioch resident, Patricia Sandvig, Antioch resident, Steve Abbs, Vice President, Land Acquisition & Development / Davidon Homes, Freddie & Therese Fullon, Antioch residents, Christine, Lisa Pakeman, Lakshmi Madhuraa, Antioch resident, Jag Gorti, Antioch resident, Keith Givens, M.J. Salonga, Antioch resident, Salvador PR, Wendy Ashley-Johnson, Antioch resident, Ying, Shomaila Hafeez, Antioch resident, Vincent & Florence Odusanya, Antioch residents, Elena Borea-Norris, Antioch resident, Chuck Borea-Norris, Rajesh Babu Adikesavan, Antioch resident, Lucinda Young, Jessica Garcia, Dexter Pecson, Lori Kirkland, Antioch resident, David Buller, Divya Mavalli, Christine O'Connell, Director, Park Ridge HOA Board, William R. Walker, President, The Park Ridge HOA Board / Community and Surrounding Neighborhoods, Edgar Lopez and an unidentified individual.

Mayor Hernandez-Thorpe closed the public hearing.

Councilmember Wilson requested a healthy neighborhood ordinance be brought to Council for consideration.

Following discussion, Council consensus felt the project was inconsistent with residential development and the site should remain zoned residential.

Mayor Hernandez-Thorpe felt the process had been unfair since the applicant had been given incorrect information from staff.

Acting Director of Community Development Scudero provided the property's zoning history and noted that even if the property were zoned commercial, Council had discretion over the use. He reported that staff always advised applicants to make any purchase or lease contingent upon their discretionary approval. Additionally, he noted amending the specific plan to allow commercial use would not add any more review or hearing time for the applicant so Council could provide feedback to the applicant on a neighborhood serving commercial use that they could support.

Mayor Thorpe reopened the public hearing for rebuttal.

Julio Tinajero stated the applicant was willing to work with the HOA to bring forward a commercial project that could be supported by the community. He clarified that the applicant was not a residential developer and requested Council support rezoning the property to commercial.

Mayor Thorpe closed the public hearing.

Mayor Thorpe stated that the applicant could have a conversation with the HOA regarding alternative commercial uses for the property; however, at this time, he was committed to not rezoning the property.

Mayor Hernandez-Thorpe declared a recess at 9:20 P.M. The meeting reconvened with all Councilmembers present at 9:27 P.M.

COUNCIL REGULAR AGENDA

7. FISCAL YEAR 2023-25 MID-YEAR BUDGET

Finance Director Merchant presented the staff report dated June 11, 2024, recommending the City Council 1) Adopt a resolution approving amendments to the 2023/24 and 2024/25 fiscal year budgets (Staff Report Attachment A). 2) Adopt a resolution approving amendments to the 2023/24 budget and 2024/25 fiscal year budgets for items considered at the meeting of June 11, 2024 (Staff Report Attachment B).

An unidentified speaker offered suggestions for the allocation of ARPA funds.

Following discussion, Council consensus supported the following budget amendments:

- City Council Community Events (\$20,000 each Councilmember) total \$100,000 - One Time Revenue Allocation (with direction to staff to bring back legal parameters for use of the funds)
- Mural Program \$100,000 – One Time Revenue Allocation
- Outsourcing Internal Affairs Investigations \$100,000 One Time Revenue Allocation
- Replacement of EBRCS Radios \$500,000 – Council directed staff to investigate funding this item with ARPA funds
- United States Conference of Mayors \$10,099 - One Time Revenue Allocation
- Concrete Replacement at City Parks \$210,000 in FY24 and \$350,000 in FY25 – Council directed staff to investigate funding this item with ARPA funds
- Extra Tree Work \$85,000 transfer out to SLLMD Districts - One Time Revenue Allocation
- Chinese History Art Program \$60,000 - One Time Revenue Allocation
- Police Supplementary Retirement Plan Unfunded Liability \$389,929 - One Time Revenue Allocation
- Capacity Building Grants for Non-Profits \$277,131 – One Time Revenue Allocation (with direction to staff to bring back an application process for awarding grants)
- Mental Health Crisis Response / Contract with Felton Institute \$2,100,000 - ARPA funds

Council consensus also supported bringing back the Cost Allocation and Fee Structure Study during the regular budget process.

Mayor Hernandez-Thorpe requested Acting Director of Public Works/City Engineer Buenting investigate replacing the landscaping along Lone Tree Way from Highway 4 to the Raley's Shopping Center.

RESOLUTION NO. 2024/81

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker, the City Council unanimously adopted a resolution approving amendments to the 2023/24 and 2024/25 fiscal year budgets as outlined in Exhibits A, B and C attached to the resolution.

RESOLUTION NO. 2024/82

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker, the City Council unanimously adopted a resolution approving amendments to the 2023/24 budget and 2024/25 fiscal year budgets for items considered at the meeting of June 11, 2024.

A motion was made by Councilmember Ogorchock and seconded by Councilmember Barbanica, to adjourn the meeting at 10:46 P.M. The motion failed by the following vote:

Ayes: Barbanica, Ogorchock

Noes: Torres-Walker, Wilson, Hernandez-Thorpe

8. DISCUSSION ITEM: COUNCILMEMBER COMPENSATION – SENATE BILL 329 INCREASES THE COMPENSATION LIMITS FOR CITY COUNCIL MEMBERS

City Attorney Smith presented the staff report dated June 11, 2024, recommending the City Council provide direction to staff as to whether to prepare an ordinance increasing councilmember compensation to the amount permitted by Senate Bill 329 (2023).

Council consensus directed staff to prepare an ordinance increasing Councilmember compensation to the amount permitted by Senate Bill 329 (2023).

ON MOTION BY MAYOR HERNANDEZ-THORPE, SECONDED BY COUNCILMEMBER TORRES-WALKER, THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED PUBLIC COMMENT AS THE NEXT ORDER OF BUSINESS.

PUBLIC COMMENT

Frank Sterling Jr. urged Council to agendize a ceasefire resolution and divestment.

ADJOURNMENT

On motion by Mayor Hernandez-Thorpe, seconded by Councilmember Wilson, the City Council unanimously adjourned the meeting at 10:52 P.M.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

[THE FOLLOWING COUNCIL MEETING AGENDA ITEMS WILL BE MOVED TO THE 06/25/2024 COUNCIL MEETING TO BE HEARD]

COUNCIL REGULAR AGENDA – Continued

9. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON FUNDING FOR STREET CAMERAS

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

10. CITY COUNCIL REQUESTED DISCUSSION ITEM – POTENTIAL OF CREATION OF DIVERSITY, EQUITY, INCLUSION, AND BELONGING (DEIB) OFFICER POSITION

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

11. CITY COUNCIL REQUESTED DISCUSSION ITEM: POTENTIAL OF CREATION OF HEALTH AND SAFETY ANALYST POSITION FOR THE HUMAN RESOURCES DEPARTMENT

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

12. CITY COUNCIL REQUESTED DISCUSSION ITEM: DISCUSSION OF CALIFORNIA BUSINESS ROUNDTABLE BALLOT MEASURE

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

13. CITY COUNCIL REQUESTED DISCUSSION ITEM: POTENTIAL DEVELOPMENT OF POLICY ON USE OF NATIVE PLANTS SPECIES FOR NEW DEVELOPMENTS

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

The following public comments submitted in writing for Agenda Item #13 were entered into the record and forwarded to Council prior to the June 11, 2024, meeting. These comments will also be sent to Council prior to the June 25, 2024, City Council meeting.

Public comments submitted in writing were entered into the record from the following individuals: Katharine Bierce, Sandra Nevala-Lee, Native Plant Resource Team / Eden Garden Club, Lucy Meinhardt, Jacquelyn Higgins, Laura Kindsvater, Antioch Resident, Kristina Gutilla, Captain, Alexander Broom, Antioch resident, Jeanne Phillippe Marie / President and Diana Jeffery PhD /Administrative Director / California Native Grassland Association.

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF MAY 31, 2024 - JUNE 13, 2024 FUND/CHECK#

100 General Fund

Non departmental

00413340	QUADIENT LEASING USA INC	POSTAGE	3,000.00
00413347	STANTEC CONSULTING SERVICES INC	PROFESSIONAL SERVICES	9,338.75
00413389	COLONIAL LIFE	MONTHLY PREMIUM	1,136.98
00413393	CONTRA COSTA COUNTY	PAYROLL	50.00
00413427	LIFE INSURANCE COMPANY OF NO AMERICA	PAYROLL	5,135.74
00413434	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,356.05
00413440	PARS	PAYROLL	10,355.42
00413456	STATE OF CALIFORNIA	PAYROLL	120.00
00948483	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	43,517.09
00948486	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	27,836.25

City Attorney

00413292	ATKINSON ANDELSON LOYA RUUD & ROMO	LEGAL SERVICES RENDERED	497.40
00413300	BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES RENDERED	468.96
00413319	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	200.00
00413345	SHRED IT INC	SHREDDING SERVICES	138.01
00413349	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	1,732.50
00413378	BERTRAND FOX ELLIOT OSMAN & WENZEL	LEGAL SERVICES RENDERED	3,619.50
00413379	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	12,976.20
00413385	BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES RENDERED	3,437.50
00413417	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	6,760.00
00413426	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES RENDERED	4,690.50
00413445	RICHARD D JONES A PROFESSIONAL LAW	LEGAL SERVICES RENDERED	159.00

City Manager

00413399	COSTCO	ANNUAL SUBSCRIPTION	320.20
00413443	REED, KWAME P	PER DIEM	352.00
00413452	SHIELD PROTECTION AND PUBLIC SAFETY	SECURITY SERVICES	6,894.50

City Clerk

00207313	ALHAMBRA	WATER DELIVERY SERVICE	91.93
00413446	ROSALES, VANESSA ROSE	PER DIEM	333.00
00413460	TOTAL RECALL CAPTIONING	CAPTIONING SERVICES	833.75

City Treasurer

00413429	LOOMIS ARMORED LLC	ARMORED CAR SERVICE	405.64
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Human Resources

00413304	CANON FINANCIAL SERVICES	COPIER LEASE	25.00
00413317	FEDEX	SHIPPING	33.36
00413333	MUNICIPAL POOLING AUTHORITY	DOT DRUG & ALCOHOL TESTING	1,805.41
00413356	WOODLAND, BENJAMIN MARCUS	EDU REIM CLASS GOVT200	1,000.00

Economic Development

00301117	VARIOUS BUSINESS EXPENSES	VARIOUS BUSINESS EXPENSES	99.60
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Finance Administration

00413370	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	259.80
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Finance Accounting

00948477	DELL COMPUTER CORP	COMPUTER EQUIPMENT	2,634.54
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Finance Operations

00413340	QUADIENT LEASING USA INC	POSTAGE FEE	0.13
00948485	UBEO BUSINESS SERVICES	SCANNER	817.64



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 31, 2024 - JUNE 13, 2024
FUND/CHECK#

Non Departmental

00413354	WAGEWORKS	ADMIN FEE 5/2024	470.00
00413394	CONTRA COSTA COUNTY LIBRARY	3RD QTR MAINTENANCE	64,726.77
00413395	CONTRA COSTA COUNTY LIBRARY	2ND QTR MAINTENANCE	57,962.18
00413396	CONTRA COSTA COUNTY LIBRARY	1ST QTR MAINTENANCE	39,968.05
00948477	DELL COMPUTER CORP	COMPUTER EQUIPMENT	2,375.42

Public Works Administration

00413419	HAWTHORN VENTURES LLC	UNIFORMS	194.77
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Public Works Street Maintenance

00413288	ANRAK CORPORATION	ASPHALT GRINDING	7,600.00
00413301	C AND J FAVALORA TRUCKING INC	TRUCKING & RECYCLING SVC	2,632.50
00413307	COUNTY ASPHALT	ASPHALT	20,115.40
00413322	INTERSTATE SALES	STREET SUPPLIES	12,660.76
00413330	MANERI SIGN COMPANY	STREET SIGNS	424.97
00413341	ROADSAFE TRAFFIC SYSTEMS INC	SUPPLIES	2,269.63
00413450	SHARJO LLC	ABATEMENT SERVICES	5,868.50

Public Works-Signal/Street Lights

00413309	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	29,418.05
00413336	PACIFIC GAS AND ELECTRIC CO	ELECTRIC SERVICES	336.17
00413439	PACIFIC GAS AND ELECTRIC CO	ELECTRIC SERVICES	1,771.17

Public Works-Facilities Maintenance

00413293	BAY ALARM COMPANY	ALARM SERVICES	1,242.00
00413295	BAY CITIES PYROTECTOR	FIRE SPRINKLER SUPPLIES	9,620.88
00413397	CONTRA COSTA HEALTH SERVICES	HAZMAT PERMIT	3,763.00
00413439	PACIFIC GAS AND ELECTRIC CO	GAS	962.67

Public Works-Parks Maint

00413439	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,117.66
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Police Administration

00413291	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	7,937.25
00413303	CAMPWAY	TRUCK STORAGE COVER	4,352.51
00413312	DUNBAR, PETER W	PROMOTIONAL WORKSHOPS	1,300.00
00413326	LC ACTION POLICE SUPPLY	SAFETY EQUIPMENT	390.71
00413328	LEXISNEXIS	DATABASE SUBSCRIPTION	252.50
00413338	PERMANENTE MEDICAL GROUP INC, THE	PRE-EMPLOYMENT TESTING	4,907.00
00413343	SAN DIEGO POLICE EQUIPMENT CO	AMMUNITION	2,012.60
00413360	DUFFY, ADAM JAMES	PER DIEM	345.00
00413361	EWART, ASHLEY MARIE	PER DIEM	345.00
00413362	NELSON, AMANDA SUSANNE	PER DIEM	148.00
00413365	ADDINGTON, WILLIAM BRIAN	EXPENSE REIMBURSEMENT	118.63
00413373	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	102.00
00413390	COMCAST	CABLE	164.80
00413398	CORE PSYCHOLOGICAL CORPORATION	PRE-EMPLOYMENT TESTING	2,500.00
00413407	ED JONES CO INC	PINS	1,234.57
00413411	FLYMOTION	UAS REPAIR	84.46
00413442	PERRY, APRIL	EXPENSE REIMBURSEMENT	525.92
00413449	SAN DIEGO POLICE EQUIPMENT CO	AMMUNITION	55,533.08
00413458	T JUNG INVESTIGATIONS	PRE-EMPLOYMENT BACKGROUND	2,044.22
00413465	VITALIE, JENNIFER LYNNE	EXPENSE REIMBURSEMENT	34.50

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 31, 2024 - JUNE 13, 2024
FUND/CHECK#

Police Community Policing

00413402	D TAC K9 LLC	K9 TRAINING	950.00
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Police Investigations

00413344	SEROLOGICAL RESEARCH INSTITUTE	LAB SERVICES	4,050.00
00413369	ALHAMBRA	WATER SERVICE	177.86
00413405	EAN SERVICES LLC	RENTAL VEHICLES	5,901.17
00413424	KENDALL, PRICE JULIUS	EXPENSE REIMBURSEMENT	279.90

PD Special Investigations Unit

00413313	EAN SERVICES LLC	RENTAL VEHICLES	6,195.12
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Police Communications

00413390	COMCAST	INTERNET	301.80
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Police Facilities Maintenance

00413293	BAY ALARM COMPANY	ALARM SERVICES	1,350.00
00413295	BAY CITIES PYROTECTOR	FIRE SPRINKLER AND TESTING	1,385.00
00413397	CONTRA COSTA HEALTH SERVICES	HAZMAT PERMIT	2,668.00

Youth Network Services

00413364	ACOSTAS JUMPERS	JUMPERS-MOVIE NIGHTS	790.00
00413377	BAY AREA JUMP	JUMPERS-BLOCK PARTY	860.72
00413400	COUNSELING OPTIONS PARENT ED SUPPORT	PROFESSIONAL SERVICES	10,000.00
00413403	DE LA ROSA, DANIEL	BLOCK PARTY-DJ	1,400.00
00413408	EVENT SUPERB LLC	BLOCK PARTY-CARICATURIST	675.00
00413441	PEREZ, WANDIE TORRES	BLOCK PARTY-FACE PAINT	975.00
00413447	RR TRANSITIONAL HOUSING	PROFESSIONAL SERVICES	2,856.00

Housing and Homelessness

00413406	ECONOMY INN	MOTEL VOUCHER	420.00
00413412	FOCUS STRATEGIES	CONSULTANT SERVICES	1,812.50

PSCR Administration

00413293	BAY ALARM COMPANY	ALARM SERVICES	175.00
00948485	UBEO BUSINESS SERVICES	OFFICE SUPPLIES	551.97

CD Code Enforcement

00413302	CACEO	WEBINAR	592.00
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Capital Imp. Administration

00413305	CENTRAL SELF STORAGE ANTIOCH	MONTHLY STORAGE FEE	108.00
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206 American Rescue Plan Fund

Mayor's Apprenticeship Program

00413448	RUBICON PROGRAMS INC	PROFESSIONAL SERVICES	13,362.86
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Non Departmental

00413294	BAY AREA COMMUNITY SERVICES INC	BRIDGE HOUSING SERVICES	143,874.69
00413387	CHARLES AND SMITH HEALTH & WELLNESS	ARPA FUNDED SMALL BUSINESS	5,000.00
00413431	MAB ENTERPRISES	ARPA SMALL BUSINESS GRANT	10,000.00
00413457	SURJAN SONS INC	ARPA SMALL BUSINESS GRANT	15,000.00

213 Gas Tax Fund

Streets

00413336	PACIFIC GAS AND ELECTRIC CO	ELECTRIC SERVICES	36.10
00413439	PACIFIC GAS AND ELECTRIC CO	ELECTRIC SERVICES	472.41

214 Animal Services Fund

Animal Services

00413314	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	114.93
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CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 31, 2024 - JUNE 13, 2024
FUND/CHECK#

00413324	KOEFRAN SERVICES INC	CREMATION SERVICES	595.00
00413334	MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	4,171.89
00413357	ZOETIS LLC	VETERINARY SUPPLIES	1,238.15
00413459	TONY LA RUSSA'S ANIMAL RESCUE	SAFETY NET	2,024.80
215	Civic Arts Fund		
Civic Arts			
00413350	THORWALDSON, PERRY	PROFESSIONAL SERVICES	5,480.00
00413455	STAFFORD, NZURI KIMBERLI	JUNETEENTH BAND	1,500.00
219	Recreation Fund		
Non departmental			
00413315	EAST COUNTY REVOLUTION	REFUND DEPOSIT	300.00
00413358	CONTRA COSTA COUNTY	CHECK REPLACEMENT	2,656.00
00413359	CONTRA COSTA COUNTY	CHECK REPLACEMENT	8,517.00
00413392	CONTRA COSTA COUNTY	DEPOSITS-NUTRITION PROG	1,385.00
Nick Rodriguez Community Cent			
00413293	BAY ALARM COMPANY	ALARM SERVICES	45.00
00413295	BAY CITIES PYROTECTOR	QUATERLY INSPECTION	535.00
00948468	CONSOLIDATED ELECTRICAL DIST INC	ELECTRICAL SUPPLIES	76.81
Senior Programs			
00207355	TUMANG, LEONILA	SENIOR TRIP REFUND	48.00
00413370	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,356.60
Recreation Sports Programs			
00413299	BSN SPORTS LLC	SPORTS EQUIPMENT	537.73
00413370	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	406.29
00413391	CONCORD SOFTBALL UMPIRES	UMPIRE SERVICES	2,240.00
00413414	GONZALEZ-ALSTON, ZONIA V	CONTRACTOR PAYMENT	843.60
Recreation-Comm Center			
00413293	BAY ALARM COMPANY	ALARM SERVICES	165.00
00413295	BAY CITIES PYROTECTOR	QUATERLY INSPECTION	535.00
00413296	BE EXCEPTIONAL	CONTRACTOR PAYMENT	288.00
00413311	DUGAND, KARINA	CONTRACTOR PAYMENT	2,025.00
00413325	KRISTIES TWISTED CREATIONS	CONTRACTOR PAYMENT	540.00
00413331	MCCAULEY AGRICULTURAL & PEST CONTROL	BIRD & PEST CONTROL	100.00
00413370	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	475.65
00413374	AT AND T MCI	PHONES	63.15
00413376	BAY AREA DRIVING SCHOOL INC	CONTRACTOR PAYMENT	567.00
00413422	HUNT, CANDICE	BALLOONS FOR JUNETEENTH	678.00
00413429	LOOMIS ARMORED LLC	ARMORED CAR SERVICE	311.82
00413436	OAKLAND ZOO	SUMMER CAMP ZOO TRIP	1,469.00
Recreation Water Park			
00413295	BAY CITIES PYROTECTOR	FIRE SPRINKLER REPAIR	1,325.00
00413323	JB MECHANICAL INC	OVEN REPAIR	1,597.88
00413339	PRECISION PLUMBING & CONTRACTING INC	PLUMBING SERVICES	288.75
00413352	US FOODS INC	CONCESSIONS	1,181.93
00413366	ADVANTASOFT INC	SOFTWARE	1,774.50
00413370	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,784.26
00413375	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	232.52
00413423	JB MECHANICAL INC	FRYER REPAIR	1,418.65



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 31, 2024 - JUNE 13, 2024
FUND/CHECK#

00413425	KYLES, CARLI	BUYOUT CLOSURE REFUND	2,320.00
00413428	LINCOLN EQUIPMENT INC	CHEMICALS	5,413.56
00413462	US FOODS INC	CONCESSIONS	3,911.42
00948477	DELL COMPUTER CORP	COMPUTER EQUIPMENT	5,008.89
221	Asset Forfeiture Fund		
Non departmental			
00413404	DOMINGUEZ, JASON CHRISTOPHER JR	ASSET FORFEITURE	1,015.00
222	Measure C/J Fund		
Streets			
00413316	EVERDE GROWERS	PLANTS	842.41
00948475	SITEONE LANDSCAPE SUPPLY HOLDING LLC	PARTS	11,550.41
229	Pollution Elimination Fund		
Channel Maintenance Operation			
00413289	ANTIOCH ACE HARDWARE	SUPPLIES	4.74
00413451	SHERWIN WILLIAMS CO	SUPPLIES	1,702.60
00413453	SILVA LANDSCAPE	LANDSCAPE SERVICES	9,720.00
251	Lone Tree SLLMD Fund		
Lonetree Maintenance Zone 1			
00413290	THE PROFESSIONAL TREE CARE CO	TREE REMOVAL	4,360.00
Lonetree Maintenance Zone 3			
00413290	THE PROFESSIONAL TREE CARE CO	TREE REMOVAL	5,280.00
254	Hillcrest SLLMD Fund		
Hillcrest Maintenance Zone 1			
00413290	THE PROFESSIONAL TREE CARE CO	TREE REMOVAL	4,410.00
Hillcrest Maintenance Zone 2			
00413290	THE PROFESSIONAL TREE CARE CO	TREE REMOVAL	17,405.00
255	Park 1A Maintenance District Fund		
Park 1A Maintenance District			
00301116	ROSS, MARK	RV OVERPAYMENT REFUND	75.00
00413293	BAY ALARM COMPANY	ALARM SERVICES	145.00
00413309	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	222.66
00413439	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	64.06
376	Lone Diamond Fund		
Assessment District			
00413305	CENTRAL SELF STORAGE ANTIOCH	MONTHLY STORAGE FEE	385.00
569	Vehicle Replacement Fund		
Equipment Maintenance			
00413348	STOMMEL INC	PARTS	29,458.95
570	Equipment Maintenance Fund		
Non departmental			
00413320	HUNT AND SONS INC	FUEL	6,735.75
00413421	HUNT AND SONS INC	FUEL	18,247.47
Equipment Maintenance			
00413306	CHUCKS BRAKE AND WHEEL SERVICE INC	PARTS	521.86
00413327	LES SCHWAB TIRES OF CALIFORNIA	TIRE	1,097.94
00413329	LIM AUTOMOTIVE SUPPLY INC	PARTS	900.72
00413332	MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	227.35
00413335	OREILLY AUTO PARTS	PARTS	1,055.89

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 31, 2024 - JUNE 13, 2024
FUND/CHECK#

00413351	TRED SHED, THE	PARTS	7,005.50
00413355	WALNUT CREEK FORD	PARTS	464.15
00413368	AFFORDABLE TIRE CENTER	TIRE PRESSURE INSPECTION	70.00
00948472	KIMBALL MIDWEST	SUPPLIES	116.47
00948473	PETERSON TRACTOR CO	PARTS	560.15
00948474	RED WING SHOE STORE	SAFETY SHOES-BONILLA, J	272.61
573	Information Services Fund		
	Network Support & PCs		
00413337	PAGEFREEZER SOFTWARE INC	PUBLIC RECORDS-SOCIAL MEDIA	5,526.84
00948478	DIGITAL SERVICES	WEBSITE MAINTENANCE	9,035.00
	Telephone System		
00413371	AMS DOT NET INC	PROFESSIONAL SERVICES	475.00
00413374	AT AND T MCI	PHONES	3,247.36
	GIS Support Services		
00413380	BORELLI, GINA	CONSULTING SERVICES	11,308.00
00948477	DELL COMPUTER CORP	COMPUTER EQUIPMENT	91.05
	Office Equipment Replacement		
00413370	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	465.73
00413371	AMS DOT NET INC	ACC WIRELESS UPGRADE	77.50
00948477	DELL COMPUTER CORP	COMPUTER EQUIPMENT	3,385.52
611	Water Fund		
	Non departmental		
00413287	AMERICAN TEXTILE AND SUPPLY INC	INVENTORY SUPPLIES	485.64
00413297	BRADY INDUSTRIES	JANITORIAL SUPPLIES	191.75
00413318	GEMPLER'S INC	TOOLS	688.00
00413321	IDN WILCO	SUPPLIES	833.26
00413363	ACE INDUSTRIAL SUPPLY INC	SUPPLIES	2,964.04
00413382	BRADY INDUSTRIES	JANITORIAL SUPPLIES	3,009.45
00413409	FASTENAL CO	PARTS	687.17
00413437	OMEGA INDUSTRIAL SUPPLY INC	SHARPS CONTAINERS	391.43
00413438	OMEGA INDUSTRIAL SUPPLIES LLC	NITRILE GLOVES	4,896.99
00948469	GRAINGER INC	SUPPLIES	851.22
00948470	HAMMONS SUPPLY COMPANY	JANITORIAL SUPPLIES	1,729.80
00948480	GRAINGER INC	PARTS	189.30
	Water Supervision		
00948466	ALLIANT INSURANCE SERVICES	24/25 EARTHQUAKE PREMIUM	92,346.10
	Water Production		
00413293	BAY ALARM COMPANY	ALARM SERVICES	922.00
00413353	VESTIS GROUP INC	WEEKLY SUPPLIES	108.34
00413367	AED MARKET	AED CABINET	141.58
00413372	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	425.00
00413374	AT AND T MCI	PHONES	126.28
00413381	BORGES AND MAHONEY	PARTS	1,171.19
00413384	BRENNTAG PACIFIC INC	CHEMICALS	5,427.52
00413386	BURLINGAME ENGINEERS INC	CHEMICALS	11,103.14
00413388	CITY OF BRENTWOOD	GOUNDWATER	769.25
00413410	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	338.30
00413416	HACH CO	CALIBRATION EQUIPMENT	3,671.22

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 31, 2024 - JUNE 13, 2024
FUND/CHECK#

00413418	HASA INC	CHEMICALS	14,980.20
00413420	HD SUPPLY INC	SAFETY PROGRAM	1,187.88
00413432	MCMaster CARR SUPPLY CO	PIPING FITTINGS	1,046.80
00413439	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	56.47
00413461	UNIVAR SOLUTIONS USA INC	CHEMICALS	9,186.13
00413464	VESTIS GROUP INC	WEEKLY SUPPLIES	108.34
00948469	GRAINGER INC	SUPPLIES	341.53
00948476	CHEMTRADE CHEMICALS US LLC	CHEMICALS	15,523.83
00948479	EUROFINS EATON ANALYTICAL INC	TESTING SERVICES	769.00
00948480	GRAINGER INC	PARTS	503.55
00948481	IDEXX LABORATORIES INC	SUPPLIES	237.93
Water Distribution			
00413293	BAY ALARM COMPANY	ALARM SERVICES	210.00
00413308	CWEA SFBS	CWEA RECERT MEMBERS	540.00
00413342	ROBERTS AND BRUNE CO	PARTS	1,413.75
00413346	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	247.31
00413383	BRANDON WRIGHT	CITY WORKS IMP	11,456.25
00413413	G AND S PAVING	PAVE SERVICE CUTS	66,234.90
00413415	GRISWOLD INDUSTRIES	REPAIR LABOR	465.10
00413419	HAWTHORN VENTURES LLC	SAFETY SHOES-LAWSON, J	267.15
00413430	LUNA, ALAN EDUARDO	PER DIEM	296.00
00413433	MORGAN, RYAN WILLIAM	PER DIEM	296.00
00413435	NALEZNY, ROBERT TRAVIS	PER DIEM	296.00
00413444	REYES, ADRIAN EDGARDO	PER DIEM	296.00
00413466	WATERWISEPRO TRAINING LLC	LEARNING SUBSCRIPTION	1,350.00
00948467	BADGER METER INC	METER REGISTERS	54,976.85
00948469	GRAINGER INC	SUPPLIES	124.45
00948471	INFOSEND INC	PRINT AND MAIL SERVICES	2,097.60
00948482	INFOSEND INC	PRINT AND MAIL SERVICES	92.49
Public Buildings & Facilities			
00413298	BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	4,991.25
621 Sewer Fund			
Swr-Wastewater Administration			
00413295	BAY CITIES PYROTECTOR	FIRE SPRINKLER INSPECTION	1,285.00
00413310	DKF SOLUTIONS GROUP LLC	PROFESSIONAL SERVICES	5,896.80
00413383	BRANDON WRIGHT	CITY WORKS IMP	11,456.25
00413401	CWEA SFBS	CWEA RENEWAL RHARRIS	221.00
00413413	G AND S PAVING	PAVE SERVICE CUTS	66,234.89
00413454	SPARTAN TOOL LLC	SUPPLIES	217.57
00413467	WECO INDUSTRIES INC	SUPPLIES	2,564.95
00948471	INFOSEND INC	PRINT AND MAIL SERVICES	2,097.60
00948482	INFOSEND INC	PRINT AND MAIL SERVICES	92.48
00948484	SCOTTO, CHARLES W AND DONNA F	JULY 2024 RENT	5,000.00
631 Marina Fund			
Marina Administration			
00413293	BAY ALARM COMPANY	ALARM SERVICES	730.00
00413295	BAY CITIES PYROTECTOR	FIRE SPRINKLER AND TESTING	1,385.00
00413397	CONTRA COSTA HEALTH SERVICES	HAZMAT PERMIT	3,140.00



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 31, 2024 - JUNE 13, 2024
FUND/CHECK#

00413421	HUNT AND SONS INC	FUEL	7,213.44
00413463	VECTOR MEDIA HOLDING CORP	ADVERTISING	2,500.00



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 25, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lauren Posada, City Treasurer *LP*

SUBJECT: Approval of Treasurer's Report for March of 2024

RECOMMENDED ACTION

It is recommended that the City Council receive and file March 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

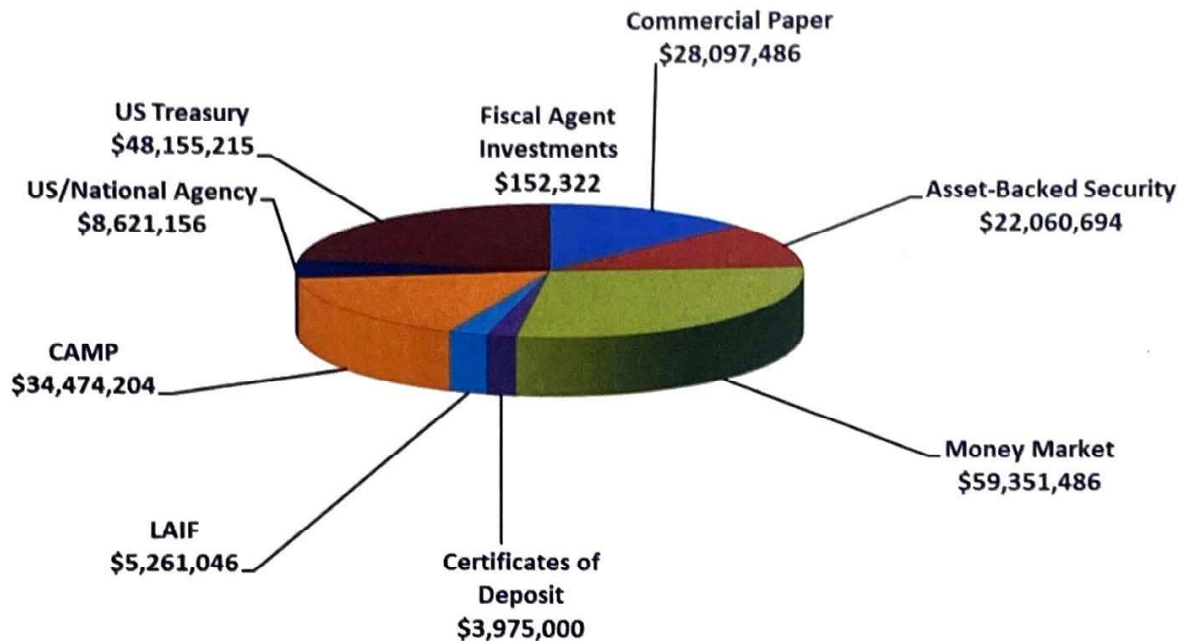
A. City Treasurer's Report

D

6-25-24

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

March 31, 2024



Total of City and Fiscal Agent Investments = \$210,148,609

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


Lauren Posada
City Treasurer


Dawn Merchant
Finance Director

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

	<u>Amount</u>
Antioch Public Financing Authority 2015 Bonds	2,122
Antioch Development Agency 2009 Tax Allocation Bonds	150,200
	<u>\$152,322</u>



Account Statement
For the Month Ending **March 31, 2024**

Consolidated Summary Statement

City of Antioch

Portfolio Summary

Portfolio Holdings	Cash Dividends and Income	Closing Market Value	Current Yield
CAMP Pool	158,600.16	34,474,203.71	5.48 %
CAMP Managed Account	105,826.12	109,984,486.19	* N/A
Total	\$264,426.28	\$144,458,689.90	

** Not Applicable*

Maturity Distribution (Fixed Income Holdings)

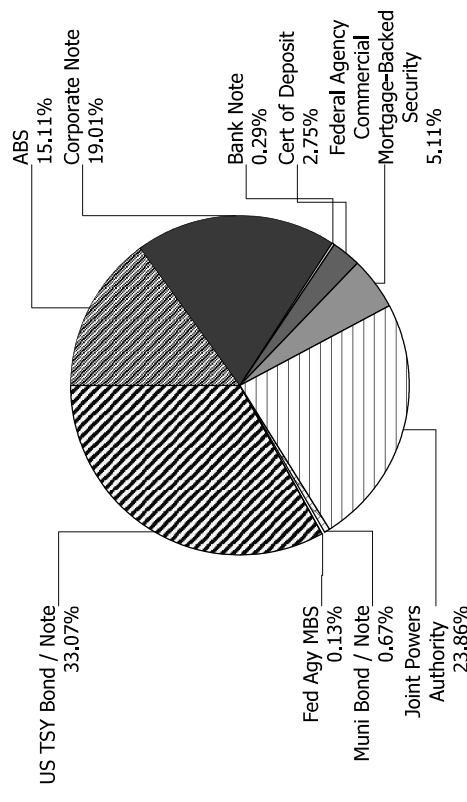
Portfolio Holdings	Closing Market Value	Percent
Under 30 days	34,474,203.71	23.86
31 to 60 days	0.00	0.00
61 to 90 days	0.00	0.00
91 to 180 days	1,108,312.69	0.77
181 days to 1 year	2,313,697.04	1.60
1 to 2 years	34,577,465.57	23.94
2 to 3 years	54,596,531.62	37.79
3 to 4 years	13,406,398.38	9.28
4 to 5 years	3,793,986.89	2.63
Over 5 years	188,094.00	0.13
Total	\$144,458,689.90	100.00%

Weighted Average Days to Maturity 649

Investment Allocation

Investment Type	Closing Market Value	Percent
Asset-Backed Security	21,832,153.86	15.11
Corporate Note	27,456,377.43	19.01
Bank Note	414,396.25	0.29
Certificate of Deposit	3,975,765.79	2.75
Federal Agency Commercial Mortgage-Backed Sei	7,386,430.56	5.11
Joint Powers Authority	34,474,203.71	23.86
Municipal Bond / Note	961,440.30	0.67
Federal Agency Mortgage-Backed Security	188,094.00	0.13
U.S. Treasury Bond / Note	47,769,828.00	33.07
Total	\$144,458,689.90	100.00%

Sector Allocation





Account Statement
For the Month Ending **March 31, 2024**

Consolidated Summary Statement

City of Antioch									
Account Number	Account Name	Opening Market Value	Purchases / Deposits	Redemptions / Sales / Maturities	Unsettled Trades	Change in Value	Closing Market Value	Cash Dividends and Income	
6090-001	City of Antioch	34,013,639.80	157,868.16	0.00	0.00	0.00	34,171,507.96	157,868.16	
6090-002	Investment Portfolio	109,976,471.42	6,468,225.07	(6,296,344.52)	88,596.05	50,233.92	110,287,181.94	106,558.12	
Total		\$143,990,111.22	\$6,626,093.23	(\$6,296,344.52)	\$88,596.05	\$50,233.92	\$144,458,689.90	\$264,426.28	



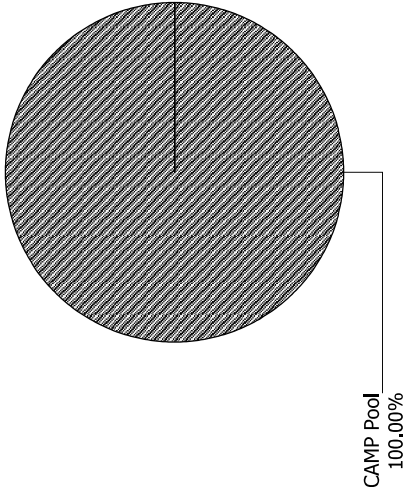
Account Statement - Transaction Summary

For the Month Ending March 31, 2024

City of Antioch - City of Antioch - 6090-001

CAMP Pool	
Opening Market Value	34,013,639.80
Purchases	157,868.16
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$34,171,507.96
Cash Dividends and Income	157,868.16

Asset Summary		
	March 31, 2024	February 29, 2024
CAMP Pool	34,171,507.96	34,013,639.80
Total	\$34,171,507.96	\$34,013,639.80
Asset Allocation		





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

Account Statement

City of Antioch - City of Antioch - 6090-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					
03/28/24	04/01/24	Accrual Income Div Reinvestment - Distributions	1.00	157,868.16	34,013,639.80
Closing Balance					
				157,868.16	34,171,507.96
34,171,507.96					

	Month of March	Fiscal YTD July-March	
Opening Balance	34,013,639.80	26,035,965.31	Closing Balance
Purchases	157,868.16	8,135,542.65	Average Monthly Balance
Redemptions (Excl. Checks)	0.00	0.00	Monthly Distribution Yield
Check Disbursements	0.00	0.00	5.48%

Closing Balance	34,171,507.96	34,171,507.96
Cash Dividends and Income	157,868.16	1,135,542.65



Account Statement - Transaction Summary

For the Month Ending March 31, 2024

City of Antioch - Investment Portfolio - 6090-002

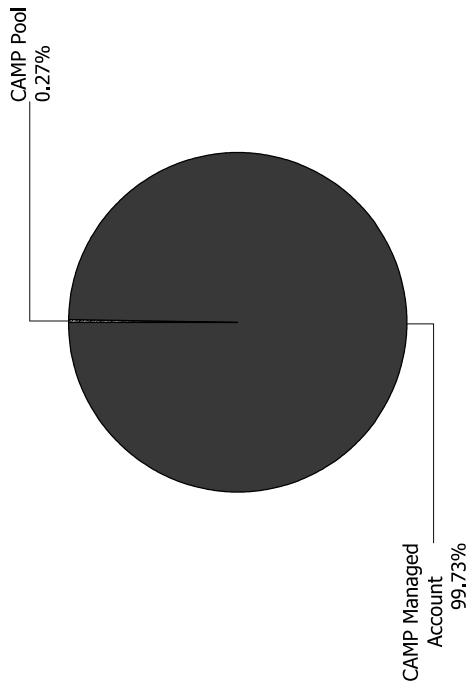
CAMP Pool	
Opening Market Value	123,766.59
Purchases	3,330,705.14
Redemptions	(3,151,775.98)
Unsettled Trades	0.00
Change in Value	0.00

Closing Market Value	\$302,695.75
Cash Dividends and Income	732.00

CAMP Managed Account	
Opening Market Value	109,852,704.83
Purchases	3,137,519.93
Redemptions	(3,144,568.54)
Unsettled Trades	88,596.05
Change in Value	50,233.92

Closing Market Value	\$109,984,486.19
Cash Dividends and Income	105,826.12

Asset Summary		
	March 31, 2024	February 29, 2024
CAMP Pool	302,695.75	123,766.59
CAMP Managed Account	109,984,486.19	109,852,704.83
Total	\$110,287,181.94	\$109,976,471.42
Asset Allocation		





Managed Account Summary Statement

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

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

Transaction Summary - Money Market		Transaction Summary - Managed Account	
Opening Market Value	\$123,766.59	Opening Market Value	\$109,852,704.83
Purchases	3,330,705.14	Maturities/Calls	(317,986.25)
Redemptions	(3,151,775.98)	Principal Dispositions	(2,826,582.29)
		Principal Acquisitions	3,137,519.93
		Unsettled Trades	88,596.05
		Change in Current Value	50,233.92

Closing Market Value	\$302,695.75	Closing Market Value	\$109,984,486.19
Dividend	732.00		

Earnings Reconciliation (Cash Basis) - Managed Account	
Interest/Dividends/Coupons Received	196,550.40
Less Purchased Interest Related to Interest/Coupons	(6,382.98)
Plus Net Realized Gains/Losses	(84,341.30)

Total Cash Basis Earnings **\$105,826.12**

Cash Balance	
Closing Cash Balance	\$0.00

Earnings Reconciliation (Accrual Basis)		Managed Account	Total
Ending Amortized Value of Securities		110,909,552.14	111,212,247.89
Ending Accrued Interest		871,764.03	871,764.03
Plus Proceeds from Sales		3,298,095.07	6,449,871.05
Plus Proceeds of Maturities/Calls/Principal Payments		317,986.25	317,986.25
Plus Coupons/Dividends Received		187,443.32	187,443.32
Less Cost of New Purchases		(3,693,248.41)	(7,023,953.55)
Less Beginning Amortized Value of Securities		(110,896,614.65)	(111,020,381.24)
Less Beginning Accrued Interest		(697,533.18)	(697,533.18)
Dividends		0.00	732.00

Total Accrual Basis Earnings **\$297,444.57**

\$298,176.57

Cash Transactions Summary- Managed Account	
Maturities/Calls	0.00
Sale Proceeds	2,835,689.37
Coupon/Interest/Dividend Income	187,443.32
Principal Payments	317,986.25
Security Purchases	(3,143,902.91)
Net Cash Contribution	(197,216.03)
Reconciling Transactions	0.00



Portfolio Summary and Statistics

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

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

Account Summary

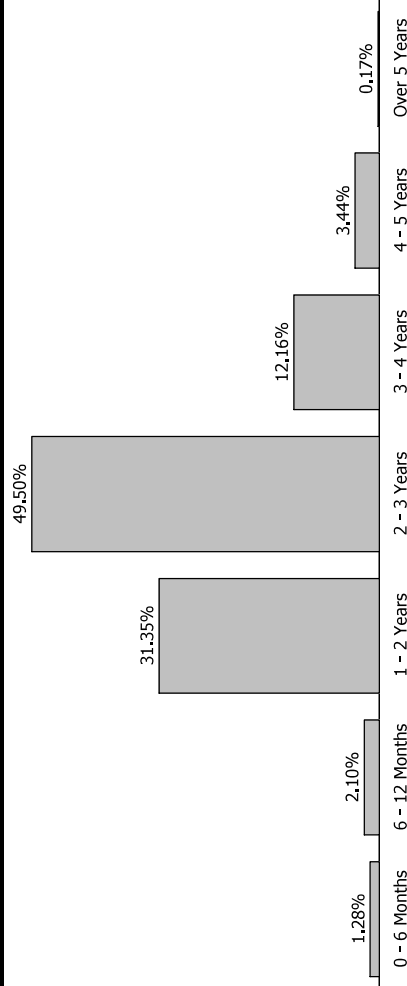
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	48,250,000.00	47,769,828.00	43.31
Municipal Bond / Note	1,005,000.00	961,440.30	0.87
Federal Agency Mortgage-Backed Security	197,900.88	188,094.00	0.17
Federal Agency Commercial Mortgage-Backed Security	7,702,030.26	7,386,430.56	6.70
Corporate Note	27,725,000.00	27,456,377.43	24.90
Certificate of Deposit	3,975,000.00	3,975,765.79	3.60
Bank Note	425,000.00	414,396.25	0.38
Asset-Backed Security	22,062,595.98	21,832,153.86	19.80
Managed Account Sub-Total	111,342,527.12	109,984,486.19	99.73%
Accrued Interest		871,764.03	
Total Portfolio	111,342,527.12	110,856,250.22	
CAMP Pool	302,695.75	302,695.75	0.27
Total Investments	111,645,222.87	111,158,945.97	100.00%

Unsettled Trades

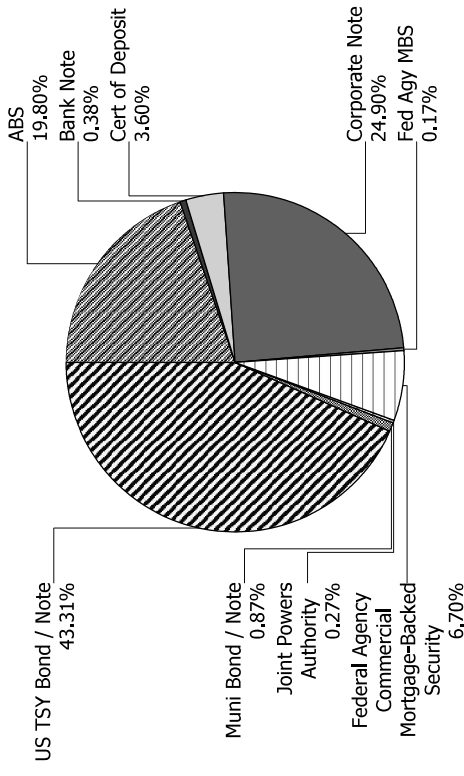
550,000.00

549,002.85

Maturity Distribution



Sector Allocation



Characteristics

Yield to Maturity at Cost	4.18%
Yield to Maturity at Market	4.68%
Weighted Average Days to Maturity	852



Managed Account Issuer Summary

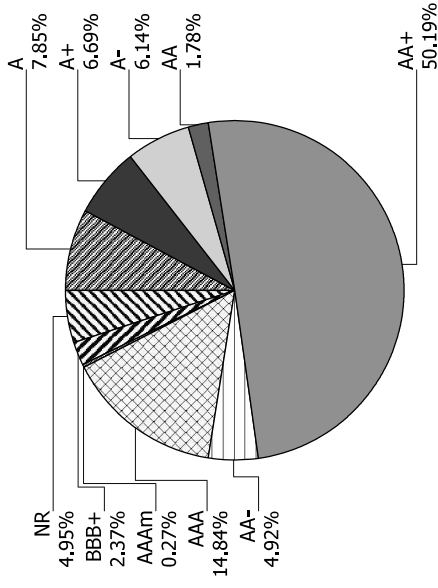
For the Month Ending **March 31, 2024**

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

Issuer Summary

Issuer	Market Value of Holdings	Percent
ALLY AUTO RECEIVABLES TRUST	1,341,853.84	1.22
AMERICAN EXPRESS CO	2,075,847.12	1.88
AMERICAN HONDA FINANCE	805,028.58	0.73
ANZ BANKING GROUP LTD	818,022.77	0.74
ASTRAZENECA PLC	404,003.30	0.37
BANK OF AMERICA CO	1,235,111.56	1.12
BMW FINANCIAL SERVICES NA LLC	849,285.45	0.77
BMW VEHICLE OWNER TRUST	416,689.00	0.38
BRISTOL-MYERS SQUIBB CO	393,225.28	0.36
CAMP Pool	302,695.75	0.27
CAPITAL ONE FINANCIAL CORP	1,853,825.23	1.68
CARMAX AUTO OWNER TRUST	1,809,811.86	1.64
CATERPILLAR INC	1,085,330.40	0.98
CHASE INSURANCE	1,582,401.83	1.43
CINTAS CORPORATION NO. 2	343,116.55	0.31
CISCO SYSTEMS INC	670,629.80	0.61
CITIGROUP INC	786,494.40	0.71
COMMONWEALTH BANK OF AUSTRALIA	442,605.24	0.40
CREDIT AGRICOLE SA	824,759.51	0.75
DEERE & COMPANY	798,581.08	0.72
DISCOVER FINANCIAL SERVICES	2,128,878.47	1.93
ELI LILLY & CO	551,268.74	0.50
FANNIE MAE	1,082,581.34	0.98
FIFTH THIRD AUTO TRUST	563,686.93	0.51
FLORIDA STATE BOARD OF ADMIN FIN CORP	772,286.40	0.70
FORD CREDIT AUTO OWNER TRUST	1,122,120.69	1.02
FREDDIE MAC	6,491,943.22	5.89
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	1,254,326.32	1.14
GOLDMAN SACHS GROUP INC	681,892.70	0.62
HARLEY-DAVIDSON MOTORCYCLE TRUST	714,558.92	0.65
HOME DEPOT INC	348,554.81	0.32
HONDA AUTO RECEIVABLES	491,694.81	0.45

Credit Quality (S&P Ratings)





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

Managed Account Issuer Summary

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

Issuer	Market Value of Holdings	Percent
HORMEL FOODS CORP	234,715.42	0.21
HUNTINGTON BANCSHARES INC/OH	320,288.38	0.29
HYUNDAI AUTO RECEIVABLES	1,247,709.22	1.13
IBM CORP	787,104.00	0.71
JP MORGAN CHASE & CO	1,055,789.29	0.96
KUBOTA CREDIT OWNER TRUST	1,751,408.93	1.59
LINDE PLC	522,396.00	0.47
LOCKHEED MARTIN CORP	374,485.88	0.34
MERCEDES-BENZ AUTO RECEIVABLES	863,339.20	0.78
Mercedes-Benz Group AG	823,147.35	0.75
MORGAN STANLEY	790,338.06	0.72
NATIONAL AUSTRALIA BANK LTD	1,466,756.47	1.33
NATIONAL RURAL UTILITIES CO FINANCE CORP	847,067.33	0.77
NESTLE SA	790,976.47	0.72
NEW JERSEY TURNPIKE AUTHORITY	189,153.90	0.17
NISSAN AUTO RECEIVABLES	988,182.09	0.90
NORDEA BANK ABP	1,050,408.45	0.95
PACCAR FINANCIAL CORP	325,743.93	0.30
PEPSICO INC	790,412.85	0.72
PNC FINANCIAL SERVICES GROUP	759,335.53	0.69
RABOBANK NEDERLAND	1,990,609.84	1.80
ROCHE HOLDINGS INC	679,200.53	0.62
STATE STREET CORPORATION	1,441,763.48	1.31
TEXAS INSTRUMENTS INC	483,906.33	0.44
THE BANK OF NEW YORK MELLON CORPORATION	518,169.23	0.47
TORONTO-DOMINION BANK	1,057,057.43	0.96
TOYOTA MOTOR CORP	2,305,688.37	2.09
TRUIST FIN CORP	775,353.05	0.70
UNITED STATES TREASURY	47,769,828.00	43.30
UNITEDHEALTH GROUP INC	180,173.70	0.16
USAA CAPITAL CORP	515,169.38	0.47
VOLKSWAGEN AUTO LEASE TURST	111,061.41	0.10
WELLS FARGO & COMPANY	1,258,301.70	1.14



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

Managed Account Issuer Summary

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

Issuer	Market Value of Holdings	Percent
WORLD OMNI AUTO REC TRUST	179,028.84	0.16
Total	\$110,287,181.94	100.00%



Managed Account Detail of Securities Held

For the Month Ending March 31, 2024

City of Antioch - Investment Portfolio - 6090-002 - (04380500)												
Security Type/Description		CUSIP	S&P		Moody's	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Dated Date/Coupon/Maturity	Par		Rating	Rating								
U.S. Treasury Bond / Note												
US TREASURY NOTES DTD 01/15/2022 1.125% 01/15/2025	91282CDS7	1,025,000.00	AA+	Aaa	02/01/22	02/03/22	1,017,152.35	1.39	2,439.30	1,022,894.18	993,609.38	
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	17,134.62	2,695,514.63	2,636,296.74	
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	3,637.91	2,227,582.47	2,207,812.50	
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	34,120.88	2,015,312.21	1,990,937.60	
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	38,116.59	4,643,504.37	4,583,156.25	
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	8,368.65	1,168,150.79	1,165,820.31	
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	13,648.35	2,670,031.25	2,666,250.00	
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	44,154.71	2,545,943.92	2,505,773.31	
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	59,782.62	4,319,291.72	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	26,170.08	2,134,379.06	2,129,171.88	
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	28,795.67	3,021,243.88	3,020,273.44	
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	12,439.90	2,232,627.09	2,241,211.05	
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	17,968.75	3,251,348.98	3,237,304.85	
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	87,671.70	5,031,326.97	5,016,406.00	



Managed Account Detail of Securities Held

For the Month Ending March 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
U.S. Treasury Bond / Note												
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	52,930.33	4,129,287.37	4,089,750.00
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	12,057.69	1,416,131.13	1,408,078.12
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	13,750.00	1,617,812.63	1,605,703.13
US TREASURY N/B NOTES	DTD 02/15/2024 4.125% 02/15/2027	91282CKA8	525,000.00	AA+	Aaa	03/15/24	03/19/24	519,503.91	4.51	2,736.78	519,567.14	520,570.31
US TREASURY N/B NOTES	DTD 02/15/2024 4.125% 02/15/2027	91282CKA8	1,500,000.00	AA+	Aaa	03/11/24	03/12/24	1,493,144.53	4.29	7,819.37	1,493,265.46	1,487,343.75
Security Type Sub-Total			48,250,000.00					48,092,295.93	4.13	483,743.90	48,155,215.25	47,769,828.00
Municipal Bond / Note												
NJ TURNPIKE AUTHORITY TXBL REV BONDS	DTD 02/04/2021 0.897% 01/01/2025	646140DN0	195,000.00	AA-	A1	01/22/21	02/04/21	195,000.00	0.90	437.29	195,000.00	189,153.90
FL ST BOARD OF ADMIN TXBL REV BONDS	DTD 09/16/2020 1.258% 07/01/2025	341271AD6	235,000.00	AA	Aa3	09/03/20	09/16/20	235,000.00	1.26	739.08	235,000.00	224,058.40
FL ST BOARD OF ADMIN TXBL REV BONDS	DTD 09/16/2020 1.258% 07/01/2025	341271AD6	575,000.00	AA	Aa3	11/21/22	11/23/22	519,690.75	5.26	1,808.37	548,479.48	548,228.00
Security Type Sub-Total			1,005,000.00					949,690.75	3.47	2,984.74	978,479.48	961,440.30
Federal Agency Mortgage-Backed Security												
FN BM4614	DTD 10/01/2018 3.000% 03/01/2033	314039DU2	197,900.88	AA+	Aaa	08/03/21	08/17/21	210,888.12	2.35	494.75	207,935.63	188,094.00
Security Type Sub-Total			197,900.88					210,888.12	2.35	494.75	207,935.63	188,094.00
Federal Agency Commercial Mortgage-Backed Security												
FHMS K053 A2	DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	550,000.00	AA+	Aaa	08/04/22	08/09/22	543,662.11	3.36	1,372.71	546,810.10	532,588.47



Managed Account Detail of Securities Held

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

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

Federal Agency Commercial Mortgage-Backed Security													
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	
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	1,100,006.50	1,083,515.16	
FNA 2016-M3 A2	DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	298,366.72	AA+	Aaa	08/31/22	09/06/22	288,261.88	3.76	671.82	292,916.28	286,713.95	
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	547,704.51	548,415.29	
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	554,561.18	548,415.29	
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	829,585.75	813,871.64	
FNA 2016-M12 A2	DTD 11/30/2016 2.444% 09/01/2026	3136AUKX8	640,574.76	AA+	Aaa	12/11/23	12/14/23	601,614.80	4.92	1,304.69	605,650.95	607,773.39	
FHMS K061 A2	DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	496,314.15	AA+	Aaa	11/27/23	11/30/23	472,913.72	5.09	1,384.30	475,611.24	479,228.02	
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	483,323.84	482,988.52	
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	483,358.49	483,203.41	
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	546,433.83	551,709.72	
FHMS KJ28 A2	DTD 02/27/2020 2.308% 10/01/2027	3137FREE7	562,841.25	AA+	Aaa	12/06/23	12/11/23	527,641.69	4.08	1,082.53	530,277.74	531,654.58	
FHLMC MULTIFAMILY STRUCTURED POOL	DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	448,933.38	AA+	Aaa	12/08/22	12/13/22	435,430.31	3.94	1,253.27	438,500.66	436,353.12	
Security Type Sub-Total			7,702,030.26		7,363,523.92		4.37		18,401.13		7,434,741.07		7,386,430.56
Corporate Note													



Managed Account Detail of Securities Held

For the Month Ending March 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
Corporate Note												
AMERICAN EXPRESS CO CORP NOTES (CALLABLE)	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	1,694.44	401,356.63	396,138.00
COOPERAT RABOBANK UA/NY CORPORATE NOTES	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	1,952.03	464,958.16	462,097.94
GOLDMAN SACHS GROUP INC (CALLABLE) CORP	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	848.30	250,000.00	250,076.75
COOPERATIVE RABOBANK UA CORPORATE NOTES	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	1,546.88	498,960.59	484,971.50
NATIONAL RURAL UTIL COOP CORPORATE NOTES	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	351.56	124,666.75	121,385.25
NATIONAL RURAL UTIL COOP CORPORATE NOTES	02/07/2022 1.875% 02/07/2025	63743HFC1	215,000.00	A-	A2	01/31/22	02/07/22	214,993.55	1.88	604.69	214,998.16	208,782.63
AMERICAN EXPRESS CO CORP NOTES (CALLABLE)	03/04/2022 2.250% 03/04/2025	025816CQ0	120,000.00	BBB+	A2	03/01/22	03/04/22	119,878.80	2.29	202.50	119,962.73	116,601.00
AMERICAN EXPRESS CO CORP NOTES (CALLABLE)	03/04/2022 2.250% 03/04/2025	025816CQ0	205,000.00	BBB+	A2	03/02/22	03/04/22	204,633.05	2.31	345.94	204,887.17	199,193.38
CINTAS CORPORATION NO. 2 CORP NOTE (CALL	05/03/2022 3.450% 05/01/2025	17252MAP5	145,000.00	A-	A3	05/02/22	05/04/22	144,575.15	3.55	2,084.37	144,846.46	142,148.28
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	2,946.88	204,983.72	200,968.27



Managed Account Detail of Securities Held

For the Month Ending March 31, 2024

City of Antioch - Investment Portfolio - 6090-002 - (04380500)											
Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P	Moody's	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
CITIGROUP INC (CALLABLE) CORPORATE NOTES	172967MX6		BBB+	A3	04/28/21	05/04/21	350,917.00	0.91	1,430.63	350,025.17	348,192.60
DTD 05/04/2021 0.981% 05/01/2025											
USAA CAPITAL CORP CORPORATE NOTES	90327QD89		AA	Aa1	05/23/22	05/26/22	523,283.25	3.49	7,382.81	524,366.84	515,169.38
DTD 05/26/2022 3.375% 05/01/2025											
CATERPILLAR FINL SERVICE CORPORATE NOTES	14913R2V8		A	A2	05/10/22	05/13/22	74,992.50	3.40	977.50	74,997.21	73,564.20
DTD 05/13/2022 3.400% 05/13/2025											
CATERPILLAR FINL SERVICE CORPORATE NOTES	14913R2V8		A	A2	05/10/22	05/13/22	224,714.25	3.44	2,932.50	224,893.89	220,692.60
DTD 05/13/2022 3.400% 05/13/2025											
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE	46647PCH7		A-	A1	05/24/21	06/01/21	595,000.00	0.82	1,634.27	595,000.00	589,789.59
DTD 06/01/2021 0.824% 06/01/2025											
TRUIST FINANCIAL CORP NOTES (CALLABLE)	05531FBE2		A-	A3	02/07/22	02/09/22	499,358.00	2.09	5,663.06	483,229.33	465,616.38
DTD 06/05/2018 3.700% 06/05/2025											
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES	63254ABD9		AA-	Aa2	05/31/22	06/09/22	565,000.00	3.50	6,152.22	565,000.00	554,317.55
DTD 06/09/2022 3.500% 06/09/2025											
NATIONAL RURAL UTIL COOP CORPORATE NOTES	63743HFE7		A-	A2	05/02/22	05/04/22	64,691.90	3.61	660.29	64,880.88	63,637.60
DTD 05/04/2022 3.450% 06/15/2025											
NATIONAL RURAL UTIL COOP CORPORATE NOTES	63743HFE7		A-	A2	04/27/22	05/04/22	84,977.05	3.46	863.46	84,991.13	83,218.40
DTD 05/04/2022 3.450% 06/15/2025											
NATIONAL RURAL UTIL COOP CORPORATE NOTES	63743HFE7		A-	A2	05/03/22	05/05/22	99,532.00	3.61	1,015.83	99,818.89	97,904.00
DTD 05/04/2022 3.450% 06/15/2025											



Managed Account Detail of Securities Held

For the Month Ending **March 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
Corporate Note												
JP MORGAN CHASE CORP NOTES (CALLABLE) DTD 07/21/2015 3.900% 07/15/2025		46625HMN7	475,000.00	A-	A1	03/10/22	03/14/22	489,834.25	2.91	3,910.83	479,984.20	465,999.70
MORGAN STANLEY CORP NOTES DTD 07/23/2015 4.000% 07/23/2025		6174468C6	225,000.00	A-	A1	06/22/22	06/24/22	224,581.50	4.06	1,700.00	224,822.18	221,334.30
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	5,688.89	800,000.00	787,104.00
BMW US CAPITAL LLC CORPORATE NOTES DTD 08/11/2023 5.300% 08/11/2025		05565ECC7	300,000.00	A	A2	08/08/23	08/11/23	299,982.00	5.30	2,208.33	299,987.76	300,282.60
NESTLE HOLDINGS INC CORP NOTE DTD 09/13/2022 4.000% 09/12/2025		641062BA1	395,000.00	AA-	Aa3	09/06/22	09/13/22	394,869.65	4.01	833.89	394,937.03	389,022.07
COMMONWEALTH BK AUSTR NY CORPORATE NOTES DTD 09/12/2023 5.499% 09/12/2025		20271RAS9	440,000.00	AA-	Aa3	09/05/23	09/12/23	440,000.00	5.50	1,276.99	440,000.00	442,605.24
HOME DEPOT INC NOTES (CALLABLE) DTD 09/19/2022 4.000% 09/15/2025		437076CR1	115,000.00	A	A2	09/12/22	09/19/22	114,958.60	4.01	204.44	114,979.83	113,338.37
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	10,693.75	377,075.81	378,656.25
LOCKHEED MARTIN CORP NOTES (CALLABLE) DTD 10/24/2022 4.950% 10/15/2025		539830BU2	175,000.00	A-	A2	10/19/22	10/24/22	174,501.25	5.05	3,994.38	174,742.14	174,760.08
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	4,274.50	179,991.59	180,173.70
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	4,565.00	200,049.80	199,725.80



Managed Account Detail of Securities Held

For the Month Ending March 31, 2024

City of Antioch - Investment Portfolio - 6090-002 - (04380500)											
Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
PNC FINANCIAL SERVICES CORP NOTE (CALLAB	DTD 10/28/2022 5.671% 10/28/2025	693475BH7	A-	A3	10/25/22	10/28/22	345,000.00	5.67	8,315.10	345,000.00	344,939.28
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES	DTD 11/13/2020 0.750% 11/13/2025	110122DN5	A	A2	02/22/22	02/24/22	236,870.00	2.23	718.75	244,285.84	233,424.00
LINDE INC/CT CORPORATE NOTES (CALLABLE)	DTD 12/05/2022 4.700% 12/05/2025	53522KAB9	A	A2	11/28/22	12/05/22	524,433.00	4.74	7,950.83	524,682.87	522,396.00
AUST & NZ BANKING GRP NY CORPORATE NOTES	DTD 12/08/2022 5.088% 12/08/2025	05254JAA8	AA-	Aa2	11/29/22	12/08/22	445,000.00	5.09	7,106.95	445,000.00	444,066.39
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES	DTD 01/05/2024 4.800% 01/05/2026	89236TLJ2	A+	A1	01/02/24	01/05/24	374,711.25	4.84	4,300.00	374,744.32	373,745.25
JOHN DEERE CAPITAL CORP CORPORATE NOTES	DTD 01/09/2023 4.800% 01/09/2026	24422EWP0	A	A1	01/03/23	01/09/23	524,753.25	4.82	5,740.00	524,854.11	523,543.13
CITIGROUP INC CORPORATE NOTES	DTD 01/12/2016 3.700% 01/12/2026	172967KG5	BBB+	A3	04/27/23	05/01/23	438,070.50	4.76	3,653.75	442,131.61	438,301.80
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES	DTD 01/12/2023 4.966% 01/12/2026	63253QAA2	AA-	Aa2	01/04/23	01/12/23	915,000.00	4.97	9,971.31	915,000.00	912,438.92
STATE STREET CORP (CALLABLE) CORPORATE N	DTD 02/07/2022 1.746% 02/06/2026	857477BR3	A	A1	02/02/22	02/07/22	225,000.00	1.75	600.19	225,000.00	217,182.15
PEPSICO INC CORP NOTES (CALLABLE)	DTD 02/15/2023 4.550% 02/13/2026	713448FQ6	A+	A1	02/13/23	02/15/23	794,538.90	4.57	4,823.00	794,712.13	790,412.85



Managed Account Detail of Securities Held

For the Month Ending March 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
Corporate Note												
MORGAN STANLEY CORP NOTES (CALLABLE)	DTD 02/18/2022 2.630% 02/18/2026	61747YEM3	585,000.00	A-	A1	02/16/22	02/18/22	585,000.00	2.63	1,837.71	585,000.00	569,003.76
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	611.88	274,356.92	272,139.45
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	1,050.00	399,914.29	401,954.40
STATE STREET CORP NOTES (CALLABLE)	DTD 10/29/2020 2.901% 03/30/2026	857477BM4	510,000.00	A	A1	02/17/22	02/22/22	520,266.30	2.38	41.10	513,292.11	496,492.65
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	6,693.75	416,138.50	411,284.83
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	5,962.50	432,145.13	430,196.40
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	13,146.67	799,734.47	791,073.60
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	4,110.07	250,069.12	247,375.25
AMERICAN HONDA FINANCE CORPORATE NOTES	DTD 07/07/2023 5.250% 07/07/2026	02665WEK3	100,000.00	A-	A3	07/21/23	07/25/23	100,504.00	5.06	1,225.00	100,386.65	100,322.90
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	1,715.00	139,321.00	140,452.06
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	2,266.25	184,828.30	185,597.37



Managed Account Detail of Securities Held

For the Month Ending March 31, 2024

City of Antioch - Investment Portfolio - 6090-002 - (04380500)											
Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P	Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market
			Rating	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value
Corporate Note											
BANK OF NEW YORK MELLON CORP NOTES (CALL DTD 07/26/2022 4.414% 07/24/2026		06406RBJ5	A	A1	07/19/22	07/26/22	165,000.00	4.41	1,355.47	165,000.00	162,853.19
BANK OF NEW YORK MELLON CORP NOTES (CALL DTD 07/26/2022 4.414% 07/24/2026		06406RBJ5	A	A1	07/20/22	07/26/22	361,173.60	4.32	2,957.38	360,513.85	355,316.04
TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026		89788MAH5	A-	A3	07/25/22	07/28/22	140,000.00	4.26	1,043.70	140,000.00	137,660.74
TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026		89788MAH5	A-	A3	07/26/22	07/28/22	175,175.00	4.23	1,304.63	175,077.12	172,075.93
STATE STREET CORP NOTES (CALLABLE) DTD 08/03/2023 5.272% 08/03/2026		857477CD3	A	A1	07/31/23	08/03/23	300,000.00	5.27	2,548.13	300,000.00	300,987.90
MERCEDES-BENZ FIN NA CORPORATE NOTES DTD 08/03/2023 5.200% 08/03/2026		58769JAK3	A	A2	08/21/23	08/23/23	447,250.50	5.43	3,770.00	447,817.78	450,287.10
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 08/10/2023 5.050% 08/10/2026		69371RS56	A+	A1	08/03/23	08/10/23	324,837.50	5.07	2,325.10	324,872.34	325,743.93
BANK OF AMERICA NA CORPORATE NOTES DTD 08/18/2023 5.526% 08/18/2026		06428CAA2	A+	Aa1	08/14/23	08/18/23	550,000.00	5.53	3,630.28	550,000.00	555,222.25
HOME DEPOT INC CORPORATE NOTES DTD 12/04/2023 4.950% 09/30/2026		437076CV2	A	A2	11/27/23	12/04/23	234,485.35	5.03	32.31	234,541.34	235,216.44
STATE STREET CORP NOTES (CALLABLE) DTD 11/04/2022 5.751% 11/04/2026		857477BX0	A	A1	11/03/22	11/07/22	424,409.25	5.79	9,980.38	424,616.30	427,100.78
ROCHE HOLDINGS INC CORP NOTE (CALLABLE) DTD 11/13/2023 5.265% 11/13/2026		771196CE0	AA	Aa2	11/22/23	11/27/23	678,118.50	5.10	13,623.19	677,766.75	679,200.53
GOLDMAN SACHS GROUP INC CORP NOTES (CALL DTD 11/16/2016 3.500% 11/16/2026		38145GAH3	BBB+	A2	08/07/23	08/09/23	424,597.50	5.40	5,906.25	429,614.23	431,815.95



Managed Account Detail of Securities Held

For the Month Ending March 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
Corporate Note												
WELLS FARGO CORP NOTES (CALLABLE)	94988J6F9	825,000.00	A+	Aa2	12/04/23	12/11/23	825,000.00	5.25	13,244.46	825,000.00	828,105.30	
DTD 12/11/2023 5.254% 12/11/2026												
MERCEDES-BENZ FIN NA CORPORATE NOTES	58769JAO0	375,000.00	A	A2	01/08/24	01/11/24	374,617.50	4.84	4,000.00	374,644.03	372,860.25	
DTD 01/11/2024 4.800% 01/11/2027												
AUST & NZ BANKING GRP NY BONDS	05253JAZ4	375,000.00	AA-	Aa2	01/08/24	01/18/24	375,000.00	4.75	3,611.98	375,000.00	373,956.38	
DTD 01/18/2024 4.750% 01/18/2027												
TEXAS INSTRUMENTS CORP NOTES (CALLABLE)	882508CE2	485,000.00	A+	Aa3	02/05/24	02/08/24	484,689.60	4.62	3,284.53	484,703.70	483,906.33	
DTD 02/08/2024 4.600% 02/08/2027												
ELI LILLY & CO CORPORATE NOTES	532457CJ5	555,000.00	A+	A1	02/07/24	02/09/24	554,705.85	4.52	3,607.50	554,718.98	551,268.74	
DTD 02/09/2024 4.500% 02/09/2027												
BRISTOL-MYERS SQUIBB CORP NOTES (CALLABL	110122EE4	160,000.00	A	A2	02/14/24	02/22/24	159,827.20	4.94	849.33	159,832.95	159,801.28	
DTD 02/22/2024 4.900% 02/22/2027												
ASTRAZENECA FINANCE LLC CORP NOTES (CALL	04636NAK9	405,000.00	A	A2	02/21/24	02/26/24	404,319.60	4.86	1,890.00	404,339.92	404,003.30	
DTD 02/26/2024 4.800% 02/26/2027												
CISCO SYSTEMS INC CORPORATE NOTES (CALLA	17275RBO4	670,000.00	AA-	A1	02/21/24	02/26/24	669,129.00	4.85	3,126.67	669,155.02	670,629.80	
DTD 02/26/2024 4.800% 02/26/2027												
DEERE & COMPANY CAPITAL CORP NOTE	24422EXM6	275,000.00	A	A1	03/05/24	03/07/24	275,176.00	4.83	889.17	275,172.28	275,037.95	
DTD 03/07/2024 4.850% 03/05/2027												
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES	89236TLY9	100,000.00	A+	A1	03/18/24	03/21/24	99,879.00	5.04	138.89	99,880.12	100,355.20	
DTD 03/21/2024 5.000% 03/19/2027												
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES	89236TLY9	125,000.00	A+	A1	03/19/24	03/21/24	125,110.00	4.97	173.61	125,108.98	125,444.00	
DTD 03/21/2024 5.000% 03/19/2027												



Managed Account Detail of Securities Held

For the Month Ending March 31, 2024

City of Antioch - Investment Portfolio - 6090-002 - (04380500)											
Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
HORMEL FOODS CORP CORPORATE NOTES (CALLA)		440452AK6	A-	A1	03/05/24	03/08/24	234,772.05	4.83	720.66	234,776.61	234,715.42
DTD 03/08/2024 4.800% 03/30/2027											
BMW US CAPITAL LLC CORPORATE NOTES		05565ECH6	A	A2	03/25/24	04/02/24	549,345.50	4.94	0.00	549,345.50	549,002.85
DTD 04/02/2024 4.900% 04/02/2027											
Security Type Sub-Total							27,685,725.80	4.25	256,494.59	27,675,489.22	27,456,377.43
Certificate of Deposit											
TORONTO DOMINION BANK NY CERT DEPOS		89115B6K1	A	A1	10/27/22	10/31/22	1,050,000.00	5.58	25,970.00	1,050,000.00	1,057,057.43
DTD 10/31/2022 5.600% 10/27/2025											
NORDEA BANK ABP NEW YORK CERT DEPOS		65558UYF3	AA-	Aa3	11/02/22	11/03/22	1,050,000.00	5.53	23,871.17	1,050,000.00	1,050,408.45
DTD 11/03/2022 5.530% 11/03/2025											
COOPERAT RABOBANK UA/NY CERT DEPOS		21684LGS5	A+	Aa2	07/17/23	07/20/23	1,050,000.00	5.08	10,964.33	1,050,000.00	1,043,540.40
DTD 07/20/2023 5.080% 07/17/2026											
CREDIT AGRICOLE CIB NY CERT DEPOS		22536DWD6	A+	Aa3	02/01/24	02/05/24	825,000.00	4.76	6,108.67	825,000.00	824,759.51
DTD 02/05/2024 4.760% 02/01/2027											
Security Type Sub-Total							3,975,000.00	5.27	66,914.17	3,975,000.00	3,975,765.79
Bank Note											
PNC BANK NA CORP NOTE (CALLABLE)		69353REQ7	A	A2	08/09/22	08/11/22	417,775.00	3.89	4,604.17	421,997.22	414,396.25
DTD 06/01/2015 3.250% 06/01/2025											
Security Type Sub-Total							417,775.00	3.89	4,604.17	421,997.22	414,396.25
Asset-Backed Security											
VWALT 2022-A A3		92868AAC9	NR	Aaa	06/07/22	06/14/22	111,675.29	3.44	117.39	111,680.45	111,061.41
DTD 06/14/2022 3.440% 07/21/2025											



Managed Account Detail of Securities Held

For the Month Ending March 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
Asset-Backed Security												
KCOT 2021-1A A3	DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	67,653.25	NR	Aaa	04/06/21	04/14/21	67,639.41	0.62	18.64	67,648.87	66,752.32
HART 2021-A A3	DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	31,537.14	AAA	NR	04/20/21	04/28/21	31,533.82	0.38	5.33	31,536.04	31,274.11
KCOT 2021-2A A3	DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	170,971.22	NR	Aaa	07/20/21	07/28/21	170,964.78	0.56	42.55	170,968.78	167,251.13
HAROT 2021-4 A3	DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	146,704.09	NR	Aaa	11/16/21	11/24/21	146,673.15	0.89	35.86	146,690.65	143,173.49
CARMX 2021-2 A3	DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	63,491.76	AAA	NR	04/13/21	04/21/21	63,478.07	0.52	14.67	63,486.43	62,452.61
HART 2021-C A3	DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	111,761.68	AAA	NR	11/09/21	11/17/21	111,736.73	0.75	36.76	111,749.90	109,299.32
FORDO 2022-A A3	DTD 01/24/2022 1.290% 06/15/2026	345286AC2	152,272.68	AAA	NR	01/19/22	01/24/22	152,254.59	1.29	87.30	152,263.60	148,683.69
CARMX 2021-3 A3	DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	206,292.89	AAA	Aaa	07/21/21	07/28/21	206,258.96	0.55	50.43	206,277.57	200,737.22
BMWOT 2022-A A3	DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	234,305.30	AAA	Aaa	05/10/22	05/18/22	234,293.12	3.21	125.35	234,298.46	230,792.90
COPAR 2021-1 A3	DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	158,445.48	AAA	Aaa	10/19/21	10/27/21	158,442.48	0.77	54.22	158,443.97	153,928.26
TAOT 2022-B A3	DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	247,110.52	AAA	Aaa	04/07/22	04/13/22	247,104.74	2.93	321.79	247,107.31	242,832.59
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	264,971.94	259,126.75
GMCAR 2021-4 A3	DTD 10/21/2021 0.680% 09/16/2026	362554AC1	102,237.31	AAA	Aaa	10/13/21	10/21/21	102,234.69	0.68	28.97	102,236.00	99,274.19
WOART 2021-D A3	DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	183,780.16	AAA	NR	10/26/21	11/03/21	183,755.13	0.81	66.16	183,767.32	179,028.84



Managed Account Detail of Securities Held

For the Month Ending March 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
Asset-Backed Security												
HART 2022-A A3	DTD 03/16/2022 2.220% 10/15/2026	448977AD0	220,253.66	AAA	NR	03/09/22	03/16/22	220,245.18	2.22	217.32	220,248.96	215,593.18
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	504,959.84	493,161.29
ALLYA 2022-1 A3	DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	408,031.21	AAA	Aaa	05/10/22	05/18/22	407,952.22	3.31	600.26	407,985.12	402,413.56
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	499,963.55	486,430.35
GMCAR 2022-1 A3	DTD 01/19/2022 1.260% 11/16/2026	380146AC4	147,623.82	AAA	NR	01/11/22	01/19/22	147,610.99	1.26	77.50	147,616.84	143,688.15
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	669,924.54	660,591.59
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	714,896.96	711,238.96
HDMOT 2022-A A3	DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	361,344.17	AAA	Aaa	04/12/22	04/20/22	361,284.01	3.06	491.43	361,308.32	355,430.95
GMCAR 2022-2 A3	DTD 04/13/2022 3.100% 02/16/2027	362585AC5	223,005.40	AAA	Aaa	04/05/22	04/13/22	222,958.80	3.10	288.05	222,977.73	219,058.32
CARMX 2022-2 A3	DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	324,090.06	AAA	Aaa	04/21/22	04/28/22	324,040.76	3.49	502.70	324,060.54	319,123.48
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	499,977.56	488,090.20
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	224,975.51	221,156.78
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	564,991.45	557,089.38
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	339,998.50	334,466.06



Managed Account Detail of Securities Held

For the Month Ending **March 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
Asset-Backed Security												
COMET 2022-A2 A DTD 06/14/2022 3.490% 05/15/2027		14041NGA3	740,000.00	AAA	NR	06/06/22	06/14/22	739,881.75	3.49	1,147.82	739,925.01	725,376.42
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	494,930.93	490,263.64
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	569,970.90	557,742.38
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	814,886.92	798,179.70
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	944,992.03	939,440.28
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	364,956.52	363,652.60
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	719,997.59	720,564.34
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	664,945.01	650,761.55
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	669,889.39	670,409.17
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	864,878.01	863,339.20
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	239,983.13	240,640.85
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	336,907.43
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	269,990.43	269,328.02
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	349,953.98	348,521.32



Managed Account Detail of Securities Held

For the Month Ending March 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
Asset-Backed Security												
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	499,929.76	497,918.45
HDMOT 2023-A A3	DTD 02/23/2023 5.050% 12/15/2027	41285JAD0	360,000.00	NR	Aaa	02/13/23	02/23/23	359,963.75	5.05	808.00	359,972.07	359,127.97
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	274,977.23	272,603.16
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	419,980.78	417,231.02
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	294,993.52	292,167.62
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	184,972.25	185,896.10
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	669,968.83	661,247.79
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	169,993.71	170,978.27
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	269,948.75	268,604.48
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	299,977.71	296,407.02
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	309,996.48	310,732.56
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	164,994.54	165,671.98
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	559,969.52	563,686.93
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	864,783.49	871,162.87



Managed Account Detail of Securities Held

For the Month Ending March 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
Asset-Backed Security												
FORDO 2024-A A3	DTD 03/19/2024 5.090% 12/15/2028	34535EAD4	390,000.00	NR	Aaa	03/14/24	03/19/24	389,934.44	5.09	661.70	389,934.87	390,101.28
HUNT 2024-1A A3		446144AE7	320,000.00	AAA	Aaa	02/13/24	02/22/24	319,988.10	5.23	743.82	319,988.33	320,288.38
DTD 02/22/2024 5.230% 01/16/2029												
Security Type Sub-Total			22,062,595.98					22,059,877.97	4.00	38,126.58	22,060,694.27	21,832,153.86
Managed Account Sub-Total			111,342,527.12					110,754,777.49	4.18	871,764.03	110,909,552.14	109,984,486.19
Joint Powers Authority												
CAMP Pool			302,695.75	AAAmm	NR			302,695.75		0.00	302,695.75	302,695.75
Liquid Sub-Total			302,695.75					302,695.75		0.00	302,695.75	302,695.75
Securities Sub-Total			\$111,645,222.87					\$111,057,473.24	4.18%	\$871,764.03	\$111,212,247.89	\$110,287,181.94
Accrued Interest												\$871,764.03
Total Investments												\$111,158,945.97
Bolted items are forward settling trades.												

Bolded items are forward settling trades.



Managed Account Security Transactions & Interest

For the Month Ending March 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	Realized G/L	Sale Method
										Cost	Amort Cost	
BUY												
03/05/24	03/07/24			DEERE & COMPANY CAPITAL CORP NOTE	24422EXM6	275,000.00	(275,176.00)	0.00	(275,176.00)			
				DTD 03/07/2024 4.850% 03/05/2027								
03/05/24	03/08/24			HORMEL FOODS CORP CORPORATE NOTES (CALLA	440452AK6	235,000.00	(234,772.05)	0.00	(234,772.05)			
				DTD 03/08/2024 4.800% 03/30/2027								
03/11/24	03/12/24			US TREASURY N/B NOTES	91282CKA8	1,500,000.00	(1,493,144.53)	(4,419.64)	(1,497,564.17)			
				DTD 02/15/2024 4.125% 02/15/2027								
03/14/24	03/19/24			FORDO 2024-A A3	34535EAD4	390,000.00	(389,934.44)	0.00	(389,934.44)			
				DTD 03/19/2024 5.090% 12/15/2028								
03/15/24	03/19/24			US TREASURY N/B NOTES	91282CKA8	525,000.00	(519,503.91)	(1,963.34)	(521,467.25)			
				DTD 02/15/2024 4.125% 02/15/2027								
03/18/24	03/21/24			TOYOTA MOTOR CREDIT CORP CORPORATE NOTES	89236TLY9	100,000.00	(99,879.00)	0.00	(99,879.00)			
				DTD 03/21/2024 5.000% 03/19/2027								
03/19/24	03/21/24			TOYOTA MOTOR CREDIT CORP CORPORATE NOTES	89236TLY9	125,000.00	(125,110.00)	0.00	(125,110.00)			
				DTD 03/21/2024 5.000% 03/19/2027								
03/25/24	04/02/24			BMW US CAPITAL LLC CORPORATE NOTES	05565ECH6	550,000.00	(549,345.50)	0.00	(549,345.50)			
				DTD 04/02/2024 4.900% 04/02/2027								
Transaction Type Sub-Total						3,700,000.00	(3,686,865.43)	(6,382.98)	(3,693,248.41)			
INTEREST												
03/01/24	03/25/24			FHMS K058 A2	3137BSP72	855,000.00	0.00	1,890.26	1,890.26			
				DTD 11/09/2016 2.653% 08/01/2026								
03/01/24	03/25/24			FHMS KJ28 A2	3137FREE7	563,622.75	0.00	1,084.03	1,084.03			
				DTD 02/27/2020 2.308% 10/01/2027								
03/01/24	03/25/24			FHMS K061 A2	3137BTUM1	497,377.07	0.00	1,387.27	1,387.27			
				DTD 01/30/2017 3.347% 11/01/2026								
03/01/24	03/25/24			FHMS K053 A2	3137BN6G4	550,000.00	0.00	1,372.71	1,372.71			
				DTD 03/29/2016 2.995% 12/01/2025								



Managed Account Security Transactions & Interest

For the Month Ending March 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										
INTEREST											
03/01/24	03/25/24	FN BM4614		3140J9DU2	201,503.29	0.00	503.76	503.76			
		DTD 10/01/2018 3.000%	03/01/2033								
03/01/24	03/25/24	FNA 2016-M12 A2		3136AUKX8	641,860.74	0.00	1,307.30	1,307.30			
		DTD 11/30/2016 2.444%	09/01/2026								
03/01/24	03/25/24	FNA 2016-M3 A2		3136ARTE8	298,839.57	0.00	672.89	672.89			
		DTD 03/31/2016 2.702%	02/01/2026								
03/01/24	03/25/24	FHMS K063 A2		3137BVZ82	500,000.00	0.00	1,429.17	1,429.17			
		DTD 03/01/2017 3.430%	01/01/2027								
03/01/24	03/25/24	FHLMC MULTIFAMILY STRUCTURED P		3137F1G44	575,000.00	0.00	1,553.94	1,553.94			
		DTD 07/01/2017 3.243%	04/01/2027								
03/01/24	03/25/24	FHLMC MULTIFAMILY STRUCTURED POOL		3137FETM2	459,940.13	0.00	1,284.00	1,284.00			
		DTD 02/01/2018 3.350%	09/01/2028								
03/01/24	03/25/24	FHMS K057 A2		3137BRQJ7	1,150,000.00	0.00	2,462.92	2,462.92			
		DTD 09/28/2016 2.570%	07/01/2026								
03/01/24	03/25/24	FHMS K062 A2		3137BUX60	500,000.00	0.00	1,422.08	1,422.08			
		DTD 02/01/2017 3.413%	12/01/2026								
03/01/24	03/25/24	FHMS K054 A2		3137BNGT5	1,125,000.00	0.00	2,573.44	2,573.44			
		DTD 04/20/2016 2.745%	01/01/2026								
03/04/24	03/04/24	AMERICAN EXPRESS CO CORP NOTES (CALLABLE)		025816CQ0	325,000.00	0.00	3,656.25	3,656.25			
		DTD 03/04/2022 2.250%	03/04/2025								
03/11/24	03/11/24	GOLDMAN SACHS GROUP INC (CALLABLE) CORP		38141GYE8	250,000.00	0.00	3,702.76	3,702.76			
		DTD 06/10/2021 5.815%	09/10/2024								
03/12/24	03/12/24	NESTLE HOLDINGS INC CORP NOTE		641062BA1	395,000.00	0.00	7,900.00	7,900.00			
		DTD 09/13/2022 4.000%	09/12/2025								
03/12/24	03/12/24	COMMONWEALTH BK AUSTR NY CORPORATE NOTES		20271RAS9	440,000.00	0.00	12,097.80	12,097.80			
		DTD 09/12/2023 5.499%	09/12/2025								
03/13/24	03/13/24	NESTLE HOLDINGS INC CORPORATE NOTES		641062BK9	400,000.00	0.00	10,500.00	10,500.00			
		DTD 03/14/2023 5.250%	03/13/2026								



Managed Account Security Transactions & Interest

For the Month Ending March 31, 2024

City of Antioch - Investment Portfolio - 6090-002 - (04380500)											
Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L		Sale Method	
Trade	Settle							Cost	Amort Cost		
INTEREST											
03/13/24	03/13/24	NATIONAL RURAL UTIL COOP CORP NOTES (CAL)	63743HFH0	275,000.00	0.00	6,118.75	6,118.75				
		DTD 02/09/2023 4.450% 03/13/2026									
03/15/24	03/15/24	HART 2022-A A3	448977AD0	235,436.44	0.00	435.56	435.56				
		DTD 03/16/2022 2.220% 10/15/2026									
03/15/24	03/15/24	US TREASURY NOTES	91282CFK2	2,250,000.00	0.00	39,375.00	39,375.00				
		DTD 09/15/2022 3.500% 09/15/2025									
03/15/24	03/15/24	TAOT 2023-A A3	891940AC2	340,000.00	0.00	1,311.83	1,311.83				
		DTD 01/30/2023 4.630% 09/15/2027									
03/15/24	03/15/24	DCENT 2022-A2 A	254683CS2	570,000.00	0.00	1,577.00	1,577.00				
		DTD 05/26/2022 3.320% 05/17/2027									
03/15/24	03/15/24	HART 2023-B A3	44933XAD9	170,000.00	0.00	776.33	776.33				
		DTD 07/19/2023 5.480% 04/17/2028									
03/15/24	03/15/24	COPAR 2021-1 A3	14044CAC6	170,738.96	0.00	109.56	109.56				
		DTD 10/27/2021 0.770% 09/15/2026									
03/15/24	03/15/24	TAOT 2022-D A3	89239HAD0	240,000.00	0.00	1,060.00	1,060.00				
		DTD 11/08/2022 5.300% 09/15/2027									
03/15/24	03/15/24	COMET 2021-A3 A3	14041NFY2	500,000.00	0.00	433.33	433.33				
		DTD 11/30/2021 1.040% 11/15/2026									
03/15/24	03/15/24	KCOT 2021-1A A3	50117TAC5	79,021.53	0.00	40.83	40.83				
		DTD 04/14/2021 0.620% 08/15/2025									
03/15/24	03/15/24	DCENT 2022-A3 A3	254683CW3	665,000.00	0.00	1,972.83	1,972.83				
		DTD 08/09/2022 3.560% 07/15/2027									
03/15/24	03/15/24	MBART 2022-1 A3	58768PAC8	865,000.00	0.00	3,755.54	3,755.54				
		DTD 11/22/2022 5.210% 08/16/2027									
03/15/24	03/15/24	HART 2022-C A3	44933DAD3	720,000.00	0.00	3,234.00	3,234.00				
		DTD 11/09/2022 5.390% 06/15/2027									
03/15/24	03/15/24	CHAIT 2024-A1 A	161571HV9	715,000.00	0.00	2,740.83	2,740.83				
		DTD 01/31/2024 4.600% 01/15/2027									
03/15/24	03/15/24	FORDO 2022-A A3	345286AC2	164,829.42	0.00	177.19	177.19				
		DTD 01/24/2022 1.290% 06/15/2026									
03/15/24	03/15/24	TAOT 2022-B A3	89238FAD5	262,790.25	0.00	641.65	641.65				
		DTD 04/13/2022 2.930% 09/15/2026									



Managed Account Security Transactions & Interest

For the Month Ending March 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											
INTEREST												
03/15/24	03/15/24	HUNT 2024-1A A3	446144AE7			320,000.00	0.00	1,069.24	1,069.24			
		DTD 02/22/2024 5.230% 01/16/2029										
03/15/24	03/15/24	CHAIT 2023-A1 A	161571HT4			865,000.00	0.00	3,719.50	3,719.50			
		DTD 09/15/2023 5.160% 09/15/2028										
03/15/24	03/15/24	HART 2021-A A3	449333LAC7			40,038.52	0.00	12.68	12.68			
		DTD 04/28/2021 0.380% 09/15/2025										
03/15/24	03/15/24	HART 2021-C A3	44935FAD6			122,536.75	0.00	75.56	75.56			
		DTD 11/17/2021 0.740% 05/15/2026										
03/15/24	03/15/24	TAOT 2023-B A3	891941AD8			420,000.00	0.00	1,648.50	1,648.50			
		DTD 05/23/2023 4.710% 02/15/2028										
03/15/24	03/15/24	KCOT 2022-1A A3	50117EAC8			505,000.00	0.00	1,123.63	1,123.63			
		DTD 03/23/2022 2.670% 10/15/2026										
03/15/24	03/15/24	FITAT 2023-1 A3	31680EAD3			560,000.00	0.00	2,580.67	2,580.67			
		DTD 08/23/2023 5.530% 08/15/2028										
03/15/24	03/15/24	HOME DEPOT INC NOTES (CALLABLE)	437076CR1			115,000.00	0.00	2,300.00	2,300.00			
		DTD 09/19/2022 4.000% 09/15/2025										
03/15/24	03/15/24	KCOT 2022-2A A3	50117JAC7			670,000.00	0.00	2,283.58	2,283.58			
		DTD 07/21/2022 4.090% 12/15/2026										
03/15/24	03/15/24	HAROT 2023-2 A3	437927AC0			350,000.00	0.00	1,437.92	1,437.92			
		DTD 05/30/2023 4.930% 11/15/2027										
03/15/24	03/15/24	NAROT 2023-A A3	65480WAD3			500,000.00	0.00	2,045.83	2,045.83			
		DTD 04/26/2023 4.910% 11/15/2027										
03/15/24	03/15/24	AMXCA 2023-1 A	02582JJZ4			300,000.00	0.00	1,217.50	1,217.50			
		DTD 06/14/2023 4.870% 05/15/2028										
03/15/24	03/15/24	DCENT 2021-A1 A1	254683CP8			265,000.00	0.00	128.08	128.08			
		DTD 09/27/2021 0.580% 09/15/2026										
03/15/24	03/15/24	CARMX 2022-3 A3	14318MAD1			565,000.00	0.00	1,869.21	1,869.21			
		DTD 07/20/2022 3.970% 04/15/2027										
03/15/24	03/15/24	AMXCA 2022-2 A	02582JJT8			815,000.00	0.00	2,302.38	2,302.38			
		DTD 05/24/2022 3.390% 05/17/2027										
03/15/24	03/15/24	AMXCA 2022-4 A	02582JJX9			270,000.00	0.00	1,113.75	1,113.75			
		DTD 11/03/2022 4.950% 10/15/2027										
03/15/24	03/15/24	KCOT 2021-2A A3	50117XAE2			188,881.30	0.00	88.14	88.14			
		DTD 07/28/2021 0.560% 11/17/2025										



Managed Account Security Transactions & Interest

For the Month Ending March 31, 2024

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

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L		Sale Method
Trade	Settle							Cost	Amort Cost	
INTEREST										
03/15/24	03/15/24	TAOT 2022-C A3	89231CAD9	225,000.00	0.00	705.00	705.00			
		DTD 08/16/2022 3.760% 04/15/2027								
03/15/24	03/15/24	ALLYA 2022-2 A3	02008MAC3	945,000.00	0.00	3,748.50	3,748.50			
		DTD 10/12/2022 4.760% 05/17/2027								
03/15/24	03/15/24	BACCT 2023-A1 A1	05522RDG0	270,000.00	0.00	1,077.75	1,077.75			
		DTD 06/16/2023 4.790% 05/15/2028								
03/15/24	03/15/24	HDMOT 2022-A A3	41284YAD8	387,284.46	0.00	987.58	987.58			
		DTD 04/20/2022 3.060% 02/15/2027								
03/15/24	03/15/24	FORDO 2023-B A3	344930AD4	310,000.00	0.00	1,351.08	1,351.08			
		DTD 06/26/2023 5.230% 05/15/2028								
03/15/24	03/15/24	CARMX 2022-2 A3	14317HAC5	343,319.99	0.00	998.49	998.49			
		DTD 04/28/2022 3.490% 02/16/2027								
03/15/24	03/15/24	CARMX 2022-4 A3	14318UAD3	670,000.00	0.00	2,981.50	2,981.50			
		DTD 10/31/2022 5.340% 08/16/2027								
03/15/24	03/15/24	NAROT 2022-B A3	65480JAC4	495,000.00	0.00	1,839.75	1,839.75			
		DTD 09/28/2022 4.460% 05/17/2027								
03/15/24	03/15/24	COMET 2022-A1 A1	14041NFZ9	500,000.00	0.00	1,166.67	1,166.67			
		DTD 03/30/2022 2.800% 03/15/2027								
03/15/24	03/15/24	FORDO 2023-A A3	344928AD8	275,000.00	0.00	1,065.63	1,065.63			
		DTD 03/31/2023 4.650% 02/15/2028								
03/15/24	03/15/24	HDMOT 2023-A A3	41285JAD0	360,000.00	0.00	1,515.00	1,515.00			
		DTD 02/23/2023 5.050% 12/15/2027								
03/15/24	03/15/24	ALLYA 2022-1 A3	02008JAC0	437,220.31	0.00	1,206.00	1,206.00			
		DTD 05/18/2022 3.310% 11/15/2026								
03/15/24	03/15/24	COMET 2022-A2 A	14041NGA3	740,000.00	0.00	2,152.17	2,152.17			
		DTD 06/14/2022 3.490% 05/15/2027								
03/15/24	03/15/24	DCENT 2023-A1 A	254683CY9	670,000.00	0.00	2,406.42	2,406.42			
		DTD 04/11/2023 4.310% 03/15/2028								
03/15/24	03/15/24	KCOT 2023-1A A3	50117KAC4	365,000.00	0.00	1,526.92	1,526.92			
		DTD 03/31/2023 5.020% 06/15/2027								
03/15/24	03/15/24	CARMX 2021-3 A3	14317DAC4	223,557.18	0.00	102.46	102.46			
		DTD 07/28/2021 0.550% 06/15/2026								
03/15/24	03/15/24	WOART 2021-D A3	98163KAC6	198,681.49	0.00	134.11	134.11			
		DTD 11/03/2021 0.810% 10/15/2026								



Managed Account Security Transactions & Interest

For the Month Ending March 31, 2024

City of Antioch - Investment Portfolio - 6090-002 - (04380500)											
Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L		Sale Method	
Trade	Settle							Cost	Amort Cost		
INTEREST											
03/15/24	03/15/24	CARMX 2021-2 A3	14314QAC8	71,982.56	0.00	31.19	31.19				
		DTD 04/21/2021 0.520% 02/17/2026									
03/16/24	03/16/24	GMCAR 2022-3 A3	36265WAD5	340,000.00	0.00	1,031.33	1,031.33				
		DTD 07/13/2022 3.640% 04/16/2027									
03/16/24	03/16/24	GMCAR 2023-3 A3	36267KAD9	165,000.00	0.00	749.38	749.38				
		DTD 07/19/2023 5.450% 06/16/2028									
03/16/24	03/16/24	GMCAR 2021-4 A3	36255AC1	110,205.97	0.00	62.45	62.45				
		DTD 10/21/2021 0.680% 09/16/2026									
03/16/24	03/16/24	GMCAR 2022-1 A3	380146AC4	158,108.36	0.00	166.01	166.01				
		DTD 01/19/2022 1.260% 11/16/2026									
03/16/24	03/16/24	GMCAR 2023-2 A3	362583AD8	295,000.00	0.00	1,098.88	1,098.88				
		DTD 04/12/2023 4.470% 02/16/2028									
03/16/24	03/16/24	GMCAR 2022-2 A3	362585AC5	236,006.07	0.00	609.68	609.68				
		DTD 04/13/2022 3.100% 02/16/2027									
03/20/24	03/20/24	VWALT 2022-A A3	92868AAC9	130,308.05	0.00	373.55	373.55				
		DTD 06/14/2022 3.440% 07/21/2025									
03/21/24	03/21/24	HAROT 2021-4 A3	43815GAC3	160,074.24	0.00	117.39	117.39				
		DTD 11/24/2021 0.880% 01/21/2026									
03/25/24	03/25/24	BMWOT 2022-A A3	05602RAD3	251,347.97	0.00	672.36	672.36				
		DTD 05/18/2022 3.210% 08/25/2026									
03/25/24	03/25/24	BMWOT 2023-A A3	05592XAD2	185,000.00	0.00	843.29	843.29				
		DTD 07/18/2023 5.470% 02/25/2028									
03/30/24	03/30/24	STATE STREET CORP NOTES (CALLABLE)	857477BM4	510,000.00	0.00	7,397.55	7,397.55				
		DTD 10/29/2020 2.901% 03/30/2026									
03/30/24	03/30/24	HOME DEPOT INC CORPORATE NOTES	437076CV2	235,000.00	0.00	3,748.25	3,748.25				
		DTD 12/04/2023 4.950% 09/30/2026									
Transaction Type Sub-Total				35,085,513.37	0.00	187,443.32	187,443.32				
PAYDOWNS											
03/01/24	03/25/24	FHMS K061 A2	31378TUM1	1,062.92	1,062.92	0.00	1,062.92	50.12	0.00		
		DTD 01/30/2017 3.347% 11/01/2026									



Managed Account Security Transactions & Interest

For the Month Ending March 31, 2024

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

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L		Sale Method
Trade	Settle							Cost	Amort Cost	
PAYDOWNS										
03/01/24	03/25/24	FHLMC MULTIFAMILY STRUCTURED POOL	3137FETM2	11,006.75	11,006.75	0.00	11,006.75	331.06	0.00	
		DTD 02/01/2018 3.350% 09/01/2028								
03/01/24	03/25/24	FNA 2016-M3 A2	3136ARTE8	472.85	472.85	0.00	472.85	16.01	0.00	
		DTD 03/31/2016 2.702% 02/01/2026								
03/01/24	03/25/24	FHMS KJ28 A2	3137FREE7	781.50	781.50	0.00	781.50	48.87	0.00	
		DTD 02/27/2020 2.308% 10/01/2027								
03/01/24	03/25/24	FN BM4614	3140J9DU2	3,602.41	3,602.41	0.00	3,602.41	(236.41)	0.00	
		DTD 10/01/2018 3.000% 03/01/2033								
03/01/24	03/25/24	FNA 2016-M12 A2	3136AUKX8	1,285.98	1,285.98	0.00	1,285.98	78.21	0.00	
		DTD 11/30/2016 2.444% 09/01/2026								
03/15/24	03/15/24	CARMX 2021-3 A3	14317DAC4	17,264.29	17,264.29	0.00	17,264.29	2.84	0.00	
		DTD 07/28/2021 0.550% 06/15/2026								
03/15/24	03/15/24	CARMX 2021-2 A3	14314QAC8	8,490.80	8,490.80	0.00	8,490.80	1.83	0.00	
		DTD 04/21/2021 0.520% 02/17/2026								
03/15/24	03/15/24	CARMX 2022-2 A3	14317HAC5	19,229.93	19,229.93	0.00	19,229.93	2.92	0.00	
		DTD 04/28/2022 3.490% 02/16/2027								
03/15/24	03/15/24	HART 2021-C A3	44935FAD6	10,775.07	10,775.07	0.00	10,775.07	2.40	0.00	
		DTD 11/17/2021 0.740% 05/15/2026								
03/15/24	03/15/24	FORDO 2022-A A3	345286AC2	12,556.74	12,556.74	0.00	12,556.74	1.49	0.00	
		DTD 01/24/2022 1.290% 06/15/2026								
03/15/24	03/15/24	TAOT 2022-B A3	89238FAD5	15,679.73	15,679.73	0.00	15,679.73	0.37	0.00	
		DTD 04/13/2022 2.930% 09/15/2026								
03/15/24	03/15/24	HDMOT 2022-A A3	41284YAD8	25,940.29	25,940.29	0.00	25,940.29	4.32	0.00	
		DTD 04/20/2022 3.060% 02/15/2027								
03/15/24	03/15/24	HART 2022-A A3	448977AD0	15,182.78	15,182.78	0.00	15,182.78	0.58	0.00	
		DTD 03/16/2022 2.220% 10/15/2026								
03/15/24	03/15/24	KCOT 2021-1A A3	50117TAC5	11,368.28	11,368.28	0.00	11,368.28	2.33	0.00	
		DTD 04/14/2021 0.620% 08/15/2025								
03/15/24	03/15/24	COPAR 2021-1 A3	14044CAC6	12,293.48	12,293.48	0.00	12,293.48	0.23	0.00	
		DTD 10/27/2021 0.770% 09/15/2026								
03/15/24	03/15/24	KCOT 2021-2A A3	50117XAE2	17,910.08	17,910.08	0.00	17,910.08	0.67	0.00	
		DTD 07/28/2021 0.560% 11/17/2025								



Managed Account Security Transactions & Interest

For the Month Ending March 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										
PAYDOWNS											
03/15/24	03/15/24	ALLYA 2022-1 A3	02008JAC0	29,189.10	29,189.10	0.00	29,189.10	5.65	0.00		
		DTD 05/18/2022 3.310% 11/15/2026									
03/15/24	03/15/24	HART 2021-A A3	44933LAC7	8,501.38	8,501.38	0.00	8,501.38	0.89	0.00		
		DTD 04/28/2021 0.380% 09/15/2025									
03/15/24	03/15/24	WOART 2021-D A3	98163KAC6	14,901.33	14,901.33	0.00	14,901.33	2.03	0.00		
		DTD 11/03/2021 0.810% 10/15/2026									
03/16/24	03/16/24	GMCAR 2022-2 A3	362585AC5	13,000.67	13,000.67	0.00	13,000.67	2.72	0.00		
		DTD 04/13/2022 3.100% 02/16/2027									
03/16/24	03/16/24	GMCAR 2022-1 A3	380146AC4	10,484.54	10,484.54	0.00	10,484.54	0.91	0.00		
		DTD 01/19/2022 1.260% 11/16/2026									
03/16/24	03/16/24	GMCAR 2021-4 A3	362554AC1	7,968.66	7,968.66	0.00	7,968.66	0.20	0.00		
		DTD 10/21/2021 0.680% 09/16/2026									
03/20/24	03/20/24	VWALT 2022-A A3	92868AAC9	18,623.87	18,623.87	0.00	18,623.87	1.48	0.00		
		DTD 06/14/2022 3.440% 07/21/2025									
03/21/24	03/21/24	HAROT 2021-4 A3	43815GAC3	13,370.15	13,370.15	0.00	13,370.15	2.82	0.00		
		DTD 11/24/2021 0.880% 01/21/2026									
03/25/24	03/25/24	BMWOT 2022-A A3	05602RAD3	17,042.67	17,042.67	0.00	17,042.67	0.89	0.00		
		DTD 05/18/2022 3.210% 08/25/2026									
Transaction Type Sub-Total					317,986.25	317,986.25	0.00	317,986.25	325.43	0.00	
SELL											
03/05/24	03/07/24	BANK OF AMERICA CORP NOTES	06051GFS3	275,000.00	270,957.50	1,065.63	272,023.13	(13,112.00)	(7,799.44)		FIFO
		DTD 07/30/2015 3.875% 08/01/2025									
03/05/24	03/08/24	HERSHEY CO CORP NOTES (CALLABLE)	427866BF4	250,000.00	237,597.50	606.25	238,203.75	(2,440.00)	(8,641.49)		FIFO
		DTD 06/01/2020 0.900% 06/01/2025									
03/11/24	03/12/24	US TREASURY NOTES	91282CDN8	1,000,000.00	969,453.13	2,404.37	971,857.50	(29,843.75)	(30,365.04)		FIFO
		DTD 12/15/2021 1.000% 12/15/2024									
03/11/24	03/12/24	US TREASURY NOTES	91282CDS7	425,000.00	411,287.11	748.71	412,035.82	(10,458.98)	(12,779.32)		FIFO
		DTD 01/15/2022 1.125% 01/15/2025									
03/15/24	03/19/24	BANK OF AMERICA CORP NOTES	06051GFS3	200,000.00	196,738.00	1,033.33	197,771.33	(9,858.00)	(5,930.28)		FIFO
		DTD 07/30/2015 3.875% 08/01/2025									
03/15/24	03/19/24	LINDE INC/CT (CALLABLE) CORPORATE NOTES	74005PBN3	325,000.00	317,746.00	1,052.64	318,798.64	(11,989.25)	(8,378.20)		FIFO
		DTD 02/05/2015 2.650% 02/05/2025									



Managed Account Security Transactions & Interest

For the Month Ending March 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	SELL									
03/19/24	03/21/24	TOYOTA MOTOR CREDIT CORP CORPORATE NOTES	89236TKC8	225,000.00	221,501.25	1,999.69	223,500.94	(3,285.00)	(3,407.87)	FIFO	
DTD 06/30/2022 3.950% 06/30/2025											
03/25/24	04/01/24	BMW US CAPITAL LLC CORPORATE NOTES	05565ECC7	225,000.00	225,434.25	1,656.25	227,090.50	447.75	443.43	FIFO	
DTD 08/11/2023 5.300% 08/11/2025											
03/26/24	03/28/24	BMW US CAPITAL LLC CORPORATE NOTES	05565EBU8	205,000.00	201,301.80	196.46	201,498.26	(3,679.75)	(3,695.89)	FIFO	
DTD 08/12/2021 0.750% 08/12/2024											
03/26/24	04/01/24	BMW US CAPITAL LLC CORP NOTES	05565EBZ7	240,000.00	235,315.20	0.00	235,315.20	(4,459.20)	(4,609.67)	FIFO	
DTD 04/01/2022 3.250% 04/01/2025											
Transaction Type Sub-Total				3,370,000.00	3,287,331.74	10,763.33	3,298,095.07	(88,678.18)	(85,163.77)		
Managed Account Sub-Total					(81,547.44)	191,823.67	110,276.23	(88,352.75)	(85,163.77)		
Total Security Transactions					(\$81,547.44)	\$191,823.67	\$110,276.23	(\$88,352.75)	(\$85,163.77)		
Bolded items are forward settling trades.											

Bolded items are forward settling trades.



Account Statement

For the Month Ending **March 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
CAMP Pool					
Opening Balance					
03/04/24	03/04/24	Purchase - Interest 025816CQ0	1.00	3,656.25	127,422.84
03/07/24	03/07/24	Purchase - Principal 06051GFS3	1.00	270,957.50	398,380.34
03/07/24	03/07/24	Purchase - Interest 06051GFS3	1.00	1,065.63	399,445.97
03/07/24	03/07/24	Redemption - Principal 24422EXM6	1.00	(275,176.00)	124,269.97
03/08/24	03/08/24	Purchase - Interest 427866BF4	1.00	606.25	124,876.22
03/08/24	03/08/24	Purchase - Principal 427866BF4	1.00	237,597.50	362,473.72
03/08/24	03/08/24	Redemption - Principal 440452AK6	1.00	(234,772.05)	127,701.67
03/11/24	03/11/24	Purchase - Interest 38141GYE8	1.00	3,702.76	131,404.43
03/12/24	03/12/24	Purchase - Interest 20271RAS9	1.00	12,097.80	143,502.23
03/12/24	03/12/24	Purchase - Interest 641062BA1	1.00	7,900.00	151,402.23
03/12/24	03/12/24	Purchase - Interest 91282CDN8	1.00	2,404.37	153,806.60
03/12/24	03/12/24	Purchase - Principal 91282CDN8	1.00	969,453.13	1,123,259.73
03/12/24	03/12/24	Purchase - Principal 91282CDS7	1.00	411,287.11	1,534,546.84
03/12/24	03/12/24	Purchase - Interest 91282CDS7	1.00	748.71	1,535,295.55
03/12/24	03/12/24	Redemption - Principal 91282CKA8	1.00	(1,493,144.53)	42,151.02
03/12/24	03/12/24	Redemption - Interest 91282CKA8	1.00	(4,419.64)	37,731.38
03/13/24	03/13/24	Purchase - Interest 63743HFFH0	1.00	6,118.75	43,850.13
03/13/24	03/13/24	Purchase - Interest 641062BK9	1.00	10,500.00	54,350.13
03/15/24	03/15/24	Purchase - Interest 437076CR1	1.00	2,300.00	56,650.13
03/15/24	03/15/24	Purchase - Interest 91282CFK2	1.00	39,375.00	96,025.13
03/15/24	03/15/24	Purchase - Interest 98163KAC6	1.00	134.11	96,159.24



Account Statement

For the Month Ending **March 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
CAMP Pool					
03/15/24	03/15/24	Purchase - Interest 89231CAD9	1.00	705.00	96,864.24
03/15/24	03/15/24	Purchase - Interest 891941AD8	1.00	1,648.50	98,512.74
03/15/24	03/15/24	Purchase - Interest 891940AC2	1.00	1,311.83	99,824.57
03/15/24	03/15/24	Purchase - Interest 58768PAC8	1.00	3,755.54	103,580.11
03/15/24	03/15/24	Purchase - Interest 50117XAE2	1.00	88.14	103,668.25
03/15/24	03/15/24	Purchase - Interest 50117TAC5	1.00	40.83	103,709.08
03/15/24	03/15/24	Purchase - Interest 50117KAC4	1.00	1,526.92	105,236.00
03/15/24	03/15/24	Purchase - Interest 50117JAC7	1.00	2,283.58	107,519.58
03/15/24	03/15/24	Purchase - Interest 50117EAC8	1.00	1,123.63	108,643.21
03/15/24	03/15/24	Purchase - Interest 44935FAD6	1.00	75.56	108,718.77
03/15/24	03/15/24	Purchase - Interest 44933XAD9	1.00	776.33	109,495.10
03/15/24	03/15/24	Purchase - Interest 44933LAC7	1.00	12.68	109,507.78
03/15/24	03/15/24	Purchase - Interest 44933DAD3	1.00	3,234.00	112,741.78
03/15/24	03/15/24	Purchase - Interest 448977AD0	1.00	435.56	113,177.34
03/15/24	03/15/24	Purchase - Interest 446144AE7	1.00	1,069.24	114,246.58
03/15/24	03/15/24	Purchase - Interest 437927AC0	1.00	1,437.92	115,684.50
03/15/24	03/15/24	Purchase - Interest 41285JAD0	1.00	1,515.00	117,199.50
03/15/24	03/15/24	Purchase - Interest 41284YAD8	1.00	987.58	118,187.08
03/15/24	03/15/24	Purchase - Interest 345286AC2	1.00	177.19	118,364.27
03/15/24	03/15/24	Purchase - Interest 344930AD4	1.00	1,351.08	119,715.35
03/15/24	03/15/24	Purchase - Interest 344928AD8	1.00	1,065.63	120,780.98
03/15/24	03/15/24	Purchase - Interest 31680EAD3	1.00	2,580.67	123,361.65



Account Statement

For the Month Ending **March 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
CAMP Pool					
03/15/24	03/15/24	Purchase - Interest 254683CV9	1.00	2,406.42	125,768.07
03/15/24	03/15/24	Purchase - Interest 254683CW3	1.00	1,972.83	127,740.90
03/15/24	03/15/24	Purchase - Interest 254683CS2	1.00	1,577.00	129,317.90
03/15/24	03/15/24	Purchase - Interest 254683CP8	1.00	128.08	129,445.98
03/15/24	03/15/24	Purchase - Interest 161571HV9	1.00	2,740.83	132,186.81
03/15/24	03/15/24	Purchase - Interest 161571HT4	1.00	3,719.50	135,906.31
03/15/24	03/15/24	Purchase - Interest 14318UAD3	1.00	2,981.50	138,887.81
03/15/24	03/15/24	Purchase - Interest 14318MAD1	1.00	1,869.21	140,757.02
03/15/24	03/15/24	Purchase - Interest 14317HAC5	1.00	998.49	141,755.51
03/15/24	03/15/24	Purchase - Interest 14317DAC4	1.00	102.46	141,857.97
03/15/24	03/15/24	Purchase - Interest 14314QAC8	1.00	31.19	141,889.16
03/15/24	03/15/24	Purchase - Interest 14044CAC6	1.00	109.56	141,998.72
03/15/24	03/15/24	Purchase - Interest 14041NGA3	1.00	2,152.17	144,150.89
03/15/24	03/15/24	Purchase - Interest 14041NFX9	1.00	1,166.67	145,317.56
03/15/24	03/15/24	Purchase - Interest 14041NFY2	1.00	433.33	145,750.89
03/15/24	03/15/24	Purchase - Interest 05522RDG0	1.00	1,077.75	146,828.64
03/15/24	03/15/24	Purchase - Interest 02582JJZ4	1.00	1,217.50	148,046.14
03/15/24	03/15/24	Purchase - Interest 02582JJX9	1.00	1,113.75	149,159.89
03/15/24	03/15/24	Purchase - Interest 02582JJT8	1.00	2,302.38	151,462.27
03/15/24	03/15/24	Purchase - Interest 02008MAC3	1.00	3,748.50	155,210.77
03/15/24	03/15/24	Purchase - Interest 02008JAC0	1.00	1,206.00	156,416.77
03/15/24	03/15/24	Purchase - Interest 89239HAD0	1.00	1,060.00	157,476.77



Account Statement

For the Month Ending **March 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
CAMP Pool					
03/15/24	03/15/24	Purchase - Interest 89238FAD5	1.00	641.65	158,118.42
03/15/24	03/15/24	Purchase - Interest 65480WAD3	1.00	2,045.83	160,164.25
03/15/24	03/15/24	Purchase - Interest 65480JAC4	1.00	1,839.75	162,004.00
03/15/24	03/15/24	Purchase - Principal 14044CAC6	1.00	12,293.48	174,297.48
03/15/24	03/15/24	Purchase - Principal 02008JAC0	1.00	29,189.10	203,486.58
03/15/24	03/15/24	Purchase - Principal 14317HAC5	1.00	19,229.93	222,716.51
03/15/24	03/15/24	Purchase - Principal 14317DAC4	1.00	17,264.29	239,980.80
03/15/24	03/15/24	Purchase - Principal 14314QAC8	1.00	8,490.80	248,471.60
03/15/24	03/15/24	Purchase - Principal 44933LAC7	1.00	8,501.38	256,972.98
03/15/24	03/15/24	Purchase - Principal 448977AD0	1.00	15,182.78	272,155.76
03/15/24	03/15/24	Purchase - Principal 41284YAD8	1.00	25,940.29	298,096.05
03/15/24	03/15/24	Purchase - Principal 98163KAC6	1.00	14,901.33	312,997.38
03/15/24	03/15/24	Purchase - Principal 44935FAD6	1.00	10,775.07	323,772.45
03/15/24	03/15/24	Purchase - Principal 345286AC2	1.00	12,556.74	336,329.19
03/15/24	03/15/24	Purchase - Principal 50117XAE2	1.00	17,910.08	354,239.27
03/15/24	03/15/24	Purchase - Principal 50117TAC5	1.00	11,368.28	365,607.55
03/15/24	03/15/24	Purchase - Principal 89238FAD5	1.00	15,679.73	381,287.28
03/18/24	03/18/24	Purchase - Interest 362554AC1	1.00	62.45	381,349.73
03/18/24	03/18/24	Purchase - Interest 362583AD8	1.00	1,098.88	382,448.61
03/18/24	03/18/24	Purchase - Interest 362585AC5	1.00	609.68	383,058.29
03/18/24	03/18/24	Purchase - Interest 36265WAD5	1.00	1,031.33	384,089.62
03/18/24	03/18/24	Purchase - Interest 36267KAD9	1.00	749.38	384,839.00



Account Statement

For the Month Ending **March 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
CAMP Pool					
03/18/24	03/18/24	Purchase - Interest 380146AC4	1.00	166.01	385,005.01
03/18/24	03/18/24	Purchase - Principal 380146AC4	1.00	10,484.54	395,489.55
03/18/24	03/18/24	Purchase - Principal 362585AC5	1.00	13,000.67	408,490.22
03/18/24	03/18/24	Purchase - Principal 362554AC1	1.00	7,968.66	416,458.88
03/19/24	03/19/24	Purchase - Interest 06051GFS3	1.00	1,033.33	417,492.21
03/19/24	03/19/24	Purchase - Principal 06051GFS3	1.00	196,738.00	614,230.21
03/19/24	03/19/24	Purchase - Interest 74005PBN3	1.00	1,052.64	615,282.85
03/19/24	03/19/24	Purchase - Principal 74005PBN3	1.00	317,746.00	933,028.85
03/19/24	03/19/24	Redemption - Principal 91282CKA8	1.00	(519,503.91)	413,524.94
03/19/24	03/19/24	Redemption - Interest 91282CKA8	1.00	(1,963.34)	411,561.60
03/19/24	03/19/24	Redemption - Principal 34535EAD4	1.00	(389,934.44)	21,627.16
03/20/24	03/20/24	Purchase - Interest 92868AAC9	1.00	373.55	22,000.71
03/20/24	03/20/24	Purchase - Principal 92868AAC9	1.00	18,623.87	40,624.58
03/21/24	03/21/24	Purchase - Interest 43815GAC3	1.00	117.39	40,741.97
03/21/24	03/21/24	Purchase - Interest 89236TKC8	1.00	1,999.69	42,741.66
03/21/24	03/21/24	Purchase - Principal 89236TKC8	1.00	221,501.25	264,242.91
03/21/24	03/21/24	Purchase - Principal 43815GAC3	1.00	13,370.15	277,613.06
03/21/24	03/21/24	Redemption - Principal 89236TLY9	1.00	(99,879.00)	177,734.06
03/21/24	03/21/24	Redemption - Principal 89236TLY9	1.00	(125,110.00)	52,624.06
03/25/24	03/25/24	Purchase - Interest 05592XAD2	1.00	843.29	53,467.35
03/25/24	03/25/24	Purchase - Interest 05602RAD3	1.00	672.36	54,139.71
03/25/24	03/25/24	Purchase - Interest 3136ARTE8	1.00	672.89	54,812.60



Account Statement

For the Month Ending **March 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
CAMP Pool					
03/25/24	03/25/24	Purchase - Interest 3136AUKX8	1.00	1,307.30	56,119.90
03/25/24	03/25/24	Purchase - Interest 3137BN6G4	1.00	1,372.71	57,492.61
03/25/24	03/25/24	Purchase - Interest 3137BNGT5	1.00	2,573.44	60,066.05
03/25/24	03/25/24	Purchase - Interest 3137BRQJ7	1.00	2,462.92	62,528.97
03/25/24	03/25/24	Purchase - Interest 3137BSP72	1.00	1,890.26	64,419.23
03/25/24	03/25/24	Purchase - Interest 3137BTUM1	1.00	1,387.27	65,806.50
03/25/24	03/25/24	Purchase - Interest 3140J9DU2	1.00	503.76	66,310.26
03/25/24	03/25/24	Purchase - Interest 3137BUX60	1.00	1,422.08	67,732.34
03/25/24	03/25/24	Purchase - Interest 3137BVZ82	1.00	1,429.17	69,161.51
03/25/24	03/25/24	Purchase - Interest 3137F1G44	1.00	1,553.94	70,715.45
03/25/24	03/25/24	Purchase - Interest 3137FETM2	1.00	1,284.00	71,999.45
03/25/24	03/25/24	Purchase - Interest 3137FREE7	1.00	1,084.03	73,083.48
03/25/24	03/25/24	Purchase - Principal 3137FREE7	1.00	781.50	73,864.98
03/25/24	03/25/24	Purchase - Principal 3137FETM2	1.00	11,006.75	84,871.73
03/25/24	03/25/24	Purchase - Principal 3140J9DU2	1.00	3,602.41	88,474.14
03/25/24	03/25/24	Purchase - Principal 05602RAD3	1.00	17,042.67	105,516.81
03/25/24	03/25/24	Purchase - Principal 3137BTUM1	1.00	1,062.92	106,579.73
03/25/24	03/25/24	Purchase - Principal 3136ARTE8	1.00	472.85	107,052.58
03/25/24	03/25/24	Purchase - Principal 3136AUKX8	1.00	1,285.98	108,338.56
03/26/24	03/26/24	IP Fees February 2024	1.00	(7,455.46)	100,883.10
03/26/24	03/26/24	U.S. Bank Fees January 2024	1.00	(417.61)	100,465.49
03/28/24	03/28/24	Purchase - Interest 05565EBU8	1.00	196.46	100,661.95



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

Account Statement

City of Antioch - Investment Portfolio - 6090-002

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
03/28/24	03/28/24	Purchase - Principal 05565EBU8	1.00	201,301.80	301,963.75
03/28/24	04/01/24	Accrual Income Div Reinvestment - Distributions	1.00	732.00	302,695.75
Closing Balance				302,695.75	

Opening Balance	123,766.59	Fiscal YTD July-March	0.00	Closing Balance	302,695.75
Purchases	3,330,705.14		31,225,474.57	Average Monthly Balance	157,803.24
Redemptions (Excl. Checks)	(3,151,775.98)		(30,922,778.82)	Monthly Distribution Yield	5.48%
Check Disbursements	0.00		0.00		

Closing Balance	302,695.75	302,695.75
Cash Dividends and Income	732.00	6,071.51



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 25, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lauren Posada, City Treasurer *LP*

SUBJECT: Approval of Treasurer's Report for April of 2024

RECOMMENDED ACTION

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

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

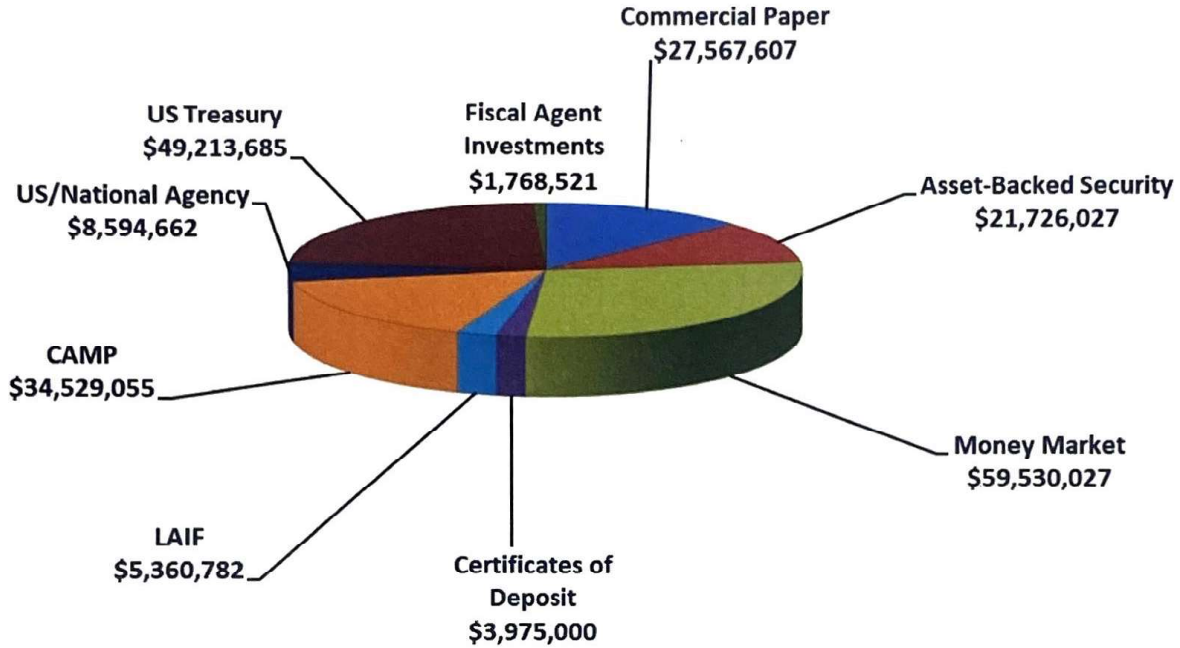
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting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

ATTACHMENTS

A. City Treasurer's Report


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

April 30, 2024



Total of City and Fiscal Agent Investments = \$212,265,366

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


Lauren Posada
City Treasurer


Dawn Merchant
Finance Director

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

	<u>Amount</u>
Antioch Public Financing Authority 2015 Bonds (ABAG)	290,750
Antioch Public Financing Authority 2015 Refunding Bonds (02 Lease Rev)	1,326,959
Antioch Development Agency 2009 Tax Allocation Bonds	150,812
	<u><u>\$1,768,521</u></u>



Account Statement
For the Month Ending **April 30, 2024**

Consolidated Summary Statement

City of Antioch

Portfolio Summary

Portfolio Holdings	Cash Dividends and Income	Closing Market Value	Current Yield
CAMP Pool	153,177.66	34,529,054.52	5.45 %
CAMP Managed Account	130,292.41	109,556,623.45	* N/A
Total	\$283,470.07	\$144,085,677.97	

** Not Applicable*

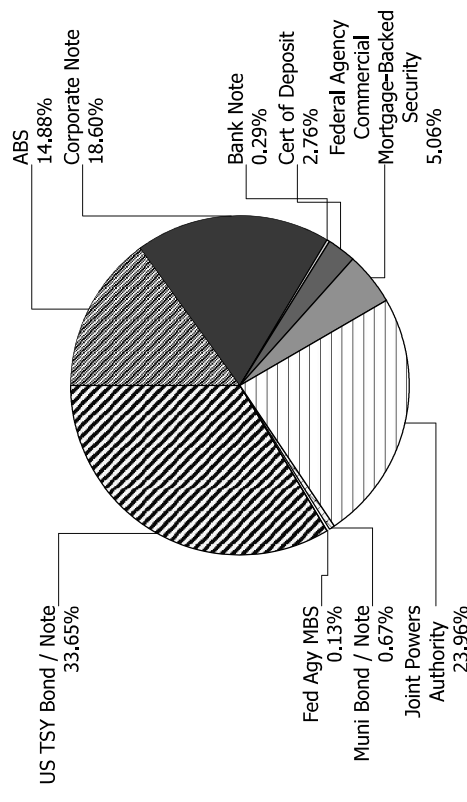
Maturity Distribution (Fixed Income Holdings)

Portfolio Holdings	Closing Market Value	Percent
Under 30 days	34,879,004.47	24.20
31 to 60 days	0.00	0.00
61 to 90 days	0.00	0.00
91 to 180 days	250,147.25	0.17
181 days to 1 year	1,321,950.74	0.92
1 to 2 years	37,201,656.65	25.82
2 to 3 years	55,340,214.60	38.41
3 to 4 years	11,325,588.85	7.86
4 to 5 years	3,585,244.71	2.49
Over 5 years	181,870.70	0.13
Total	\$144,085,677.97	100.00%
Weighted Average Days to Maturity	638	

Investment Allocation

Investment Type	Closing Market Value	Percent
Asset-Backed Security	21,442,148.19	14.88
Corporate Note	26,801,629.60	18.60
Bank Note	414,057.95	0.29
Certificate of Deposit	3,979,377.18	2.76
Federal Agency Commercial Mortgage-Backed Security	7,293,272.16	5.06
Joint Powers Authority	34,529,054.52	23.96
Municipal Bond / Note	960,931.35	0.67
Federal Agency Mortgage-Backed Security	181,870.70	0.13
U.S. Treasury Bond / Note	48,483,336.32	33.65
Total	\$144,085,677.97	100.00%

Sector Allocation





Account Statement
For the Month Ending **April 30, 2024**

Consolidated Summary Statement

City of Antioch									
Account Number	Account Name	Opening Market Value	Purchases / Deposits	Redemptions / Sales / Maturities	Unsettled Trades	Change in Value	Closing Market Value	Cash Dividends and Income	
6090-001	City of Antioch	34,171,507.96	152,441.81	0.00	0.00	0.00	34,323,949.77	152,441.81	
6090-002	Investment Portfolio	110,287,181.94	7,786,372.37	(7,669,574.39)	0.00	(642,251.72)	109,761,728.20	131,028.26	
Total		\$144,458,689.90	\$7,938,814.18	(\$7,669,574.39)	\$0.00	(\$642,251.72)	\$144,085,677.97	\$283,470.07	



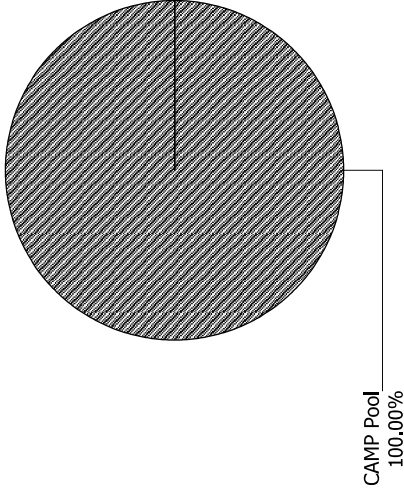
Account Statement - Transaction Summary

For the Month Ending April 30, 2024

City of Antioch - City of Antioch - 6090-001

CAMP Pool	
Opening Market Value	34,171,507.96
Purchases	152,441.81
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$34,323,949.77
Cash Dividends and Income	152,441.81

Asset Summary		
	April 30, 2024	March 31, 2024
CAMP Pool	34,323,949.77	34,171,507.96
Total	\$34,323,949.77	\$34,171,507.96
Asset Allocation		





For the Month Ending **April 30, 2024**

Account Statement

City of Antioch - City of Antioch - 6090-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					
04/30/24	05/01/24	Accrual Income Div Reinvestment - Distributions	1.00	152,441.81	34,171,507.96
Closing Balance					
					34,323,949.77
34,323,949.77					

Opening Balance	34,171,507.96	Fiscal YTD July-April	
Purchases	152,441.81		Closing Balance 34,323,949.77
Redemptions (Excl. Checks)	0.00		Average Monthly Balance 34,176,589.35
Check Disbursements	0.00		Monthly Distribution Yield 5.44%
Closing Balance	34,323,949.77		
Cash Dividends and Income	152,441.81		



Account Statement - Transaction Summary

For the Month Ending April 30, 2024

City of Antioch - Investment Portfolio - 6090-002

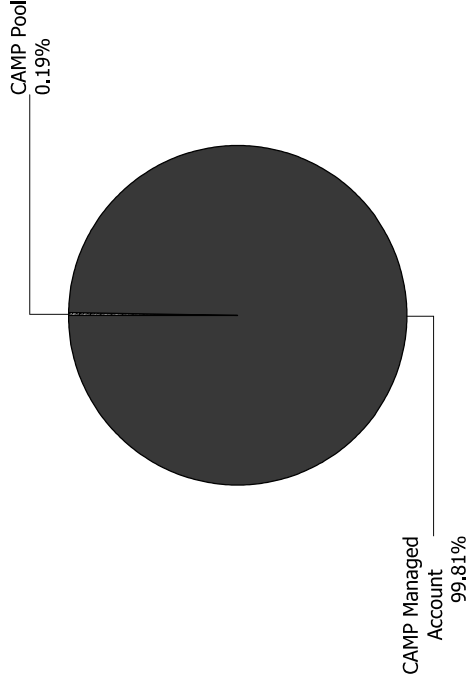
CAMP Pool	
Opening Market Value	302,695.75
Purchases	4,126,994.95
Redemptions	(4,224,585.95)
Unsettled Trades	0.00
Change in Value	0.00

Closing Market Value	\$205,104.75
Cash Dividends and Income	735.85

CAMP Managed Account	
Opening Market Value	109,984,486.19
Purchases	3,659,377.42
Redemptions	(3,444,988.44)
Unsettled Trades	0.00
Change in Value	(642,251.72)

Closing Market Value	\$109,556,623.45
Cash Dividends and Income	130,292.41

Asset Summary			
	April 30, 2024	March 31, 2024	
CAMP Pool	205,104.75	302,695.75	
CAMP Managed Account	109,556,623.45	109,984,486.19	
Total	\$109,761,728.20	\$110,287,181.94	
Asset Allocation			





Managed Account Summary Statement

For the Month Ending **April 30, 2024**

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

Transaction Summary - Money Market		Transaction Summary - Managed Account		Account Total
Opening Market Value	\$302,695.75	Opening Market Value	\$109,984,486.19	Opening Market Value
Purchases	4,126,994.95	Maturities/Calls	(372,134.83)	
Redemptions	(4,224,585.95)	Principal Dispositions	(3,072,853.61)	
		Principal Acquisitions	3,659,377.42	
		Unsettled Trades	0.00	
		Change in Current Value	(642,251.72)	
Closing Market Value	\$205,104.75	Closing Market Value	\$109,556,623.45	Closing Market Value
Dividend	735.85			

Earnings Reconciliation (Cash Basis) - Managed Account		Cash Balance
Interest/Dividends/Coupons Received	209,375.41	
Less Purchased Interest Related to Interest/Coupons	(7,360.94)	
Plus Net Realized Gains/Losses	(71,722.06)	
Total Cash Basis Earnings	\$130,292.41	\$0.00

Earnings Reconciliation (Accrual Basis)		Managed Account		Total	Cash Transactions Summary- Managed Account	
Ending Amortized Value of Securities		111,076,980.69		111,282,085.44	Maturities/Calls	0.00
Ending Accrued Interest		1,047,752.06		1,047,752.06	Sale Proceeds	3,550,656.92
Plus Proceeds from Sales		3,088,251.22		7,312,837.17	Coupon/Interest/Dividend Income	192,321.55
Plus Proceeds of Maturities/Calls/Principal Payments		372,134.83		372,134.83	Principal Payments	372,134.83
Plus Coupons/Dividends Received		192,321.55		192,321.55	Security Purchases	(4,216,083.86)
Less Cost of New Purchases		(3,666,738.36)		(7,793,733.31)	Net Cash Contribution	100,970.56
Less Beginning Amortized Value of Securities		(110,909,552.14)		(111,212,247.89)	Reconciling Transactions	0.00
Less Beginning Accrued Interest		(871,807.55)		(871,807.55)		
Dividends		0.00		735.85		
Total Accrual Basis Earnings		\$329,342.30		\$330,078.15		



Portfolio Summary and Statistics

For the Month Ending **April 30, 2024**

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

Account Summary

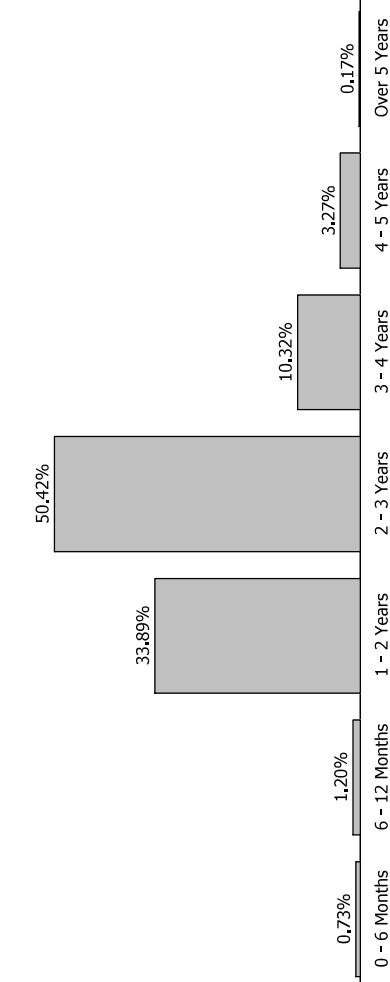
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	49,325,000.00	48,483,336.32	44.16
Municipal Bond / Note	1,005,000.00	960,931.35	0.88
Federal Agency Mortgage-Backed Security	194,103.59	181,870.70	0.17
Federal Agency Commercial	7,668,428.76	7,293,272.16	6.64
Mortgage-Backed Security			
Corporate Note	27,195,000.00	26,801,629.60	24.41
Certificate of Deposit	3,975,000.00	3,979,377.18	3.63
Bank Note	425,000.00	414,057.95	0.38
Asset-Backed Security	21,727,859.94	21,442,148.19	19.54
Managed Account Sub-Total	111,515,392.29	109,556,623.45	99.81%
Accrued Interest		1,047,752.06	
Total Portfolio	111,515,392.29	110,604,375.51	
CAMP Pool	205,104.75	205,104.75	0.19
Total Investments	111,720,497.04	110,809,480.26	100.00%

Unsettled Trades

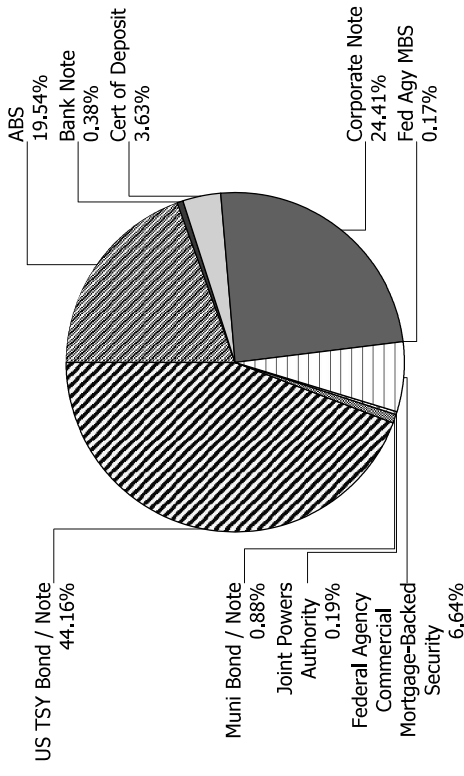
0.00

0.00

Maturity Distribution



Sector Allocation



Characteristics

Yield to Maturity at Cost

4.25%

Yield to Maturity at Market

4.99%

Weighted Average Days to Maturity

840



Managed Account Issuer Summary

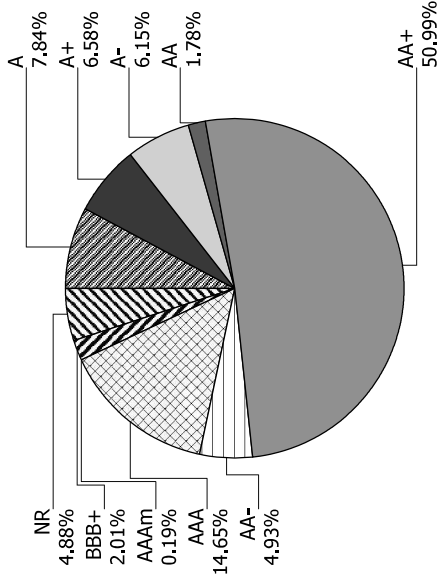
For the Month Ending April 30, 2024

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

Issuer Summary

Issuer	Market Value of Holdings	Percent
ADOBE INC	333,421.48	0.30
ALLY AUTO RECEIVABLES TRUST	1,312,251.02	1.20
AMERICAN EXPRESS CO	1,677,722.87	1.53
AMERICAN HONDA FINANCE	799,780.05	0.73
ANZ BANKING GROUP LTD	812,909.31	0.74
ASTRAZENECA PLC	399,357.14	0.36
BANK OF AMERICA CO	1,227,171.79	1.12
BMW FINANCIAL SERVICES NA LLC	843,710.05	0.77
BMW VEHICLE OWNER TRUST	398,451.81	0.36
BRISTOL-MYERS SQUIBB CO	391,231.75	0.36
CAMP Pool	205,104.75	0.19
CAPITAL ONE FINANCIAL CORP	1,842,315.47	1.68
CARMAX AUTO OWNER TRUST	1,764,618.62	1.61
CATERPILLAR INC	1,079,707.70	0.98
CHASE INSURANCE	1,563,018.85	1.42
CINTAS CORPORATION NO. 2	342,581.05	0.31
CISCO SYSTEMS INC	663,950.57	0.60
CITIGROUP INC	786,265.45	0.72
COMMONWEALTH BANK OF AUSTRALIA	440,280.28	0.40
CREDIT AGRICOLE SA	824,665.05	0.75
DEERE & COMPANY	793,943.13	0.72
DISCOVER FINANCIAL SERVICES	2,123,708.95	1.93
ELI LILLY & CO	544,933.97	0.50
FANNIE MAE	1,048,233.85	0.96
FIFTH THIRD AUTO TRUST	559,966.74	0.51
FLORIDA STATE BOARD OF ADMIN FIN CORP	771,338.70	0.70
FORD CREDIT AUTO OWNER TRUST	1,104,108.95	1.01
FREDDIE MAC	6,426,909.01	5.86
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	1,219,788.21	1.11
GOLDMAN SACHS GROUP INC	676,646.90	0.62
HARLEY-DAVIDSON MOTORCYCLE TRUST	684,801.87	0.62
HOME DEPOT INC	346,607.53	0.32

Credit Quality (S&P Ratings)





For the Month Ending **April 30, 2024**

Managed Account Issuer Summary

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

Issuer	Market Value of Holdings	Percent
HONDA AUTO RECEIVABLES	477,059.44	0.43
HORMEL FOODS CORP	232,127.13	0.21
HUNTINGTON BANCSHARES INC/OH	317,082.11	0.29
HYUNDAI AUTO RECEIVABLES	1,209,213.29	1.10
IBM CORP	785,333.60	0.72
JP MORGAN CHASE & CO	1,058,023.55	0.96
KUBOTA CREDIT OWNER TRUST	1,694,173.60	1.54
LINDE PLC	520,254.53	0.47
LOCKHEED MARTIN CORP	373,099.13	0.34
MERCEDES-BENZ AUTO RECEIVABLES	862,126.12	0.79
Mercedes-Benz Group AG	817,092.60	0.74
MORGAN STANLEY	790,174.94	0.72
NATIONAL AUSTRALIA BANK LTD	1,460,364.59	1.33
NATIONAL RURAL UTILITIES CO FINANCE CORP	844,907.84	0.77
NESTLE SA	787,090.41	0.72
NEW JERSEY TURNPIKE AUTHORITY	189,592.65	0.17
NISSAN AUTO RECEIVABLES	985,148.26	0.90
NORDEA BANK ABP	1,053,504.90	0.96
PACCAR FINANCIAL CORP	323,562.20	0.29
PEPSICO INC	785,775.62	0.72
PNC FINANCIAL SERVICES GROUP	758,133.01	0.69
RABOBANK NEDERLAND	1,535,868.60	1.40
ROCHE HOLDINGS INC	671,593.95	0.61
STATE STREET CORPORATION	1,435,994.71	1.31
TEXAS INSTRUMENTS INC	479,525.32	0.44
THE BANK OF NEW YORK MELLON CORPORATION	517,152.83	0.47
TORONTO-DOMINION BANK	1,051,215.63	0.96
TOYOTA MOTOR CORP	2,278,783.42	2.08
TRUIST FIN CORP	772,869.24	0.70
UNITED STATES TREASURY	48,483,336.32	44.18
UNITEDHEALTH GROUP INC	179,515.26	0.16
USAA CAPITAL CORP	514,419.68	0.47
VOLKSWAGEN AUTO LEASE TURST	92,248.52	0.08



For the Month Ending **April 30, 2024**

Managed Account Issuer Summary

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

Issuer	Market Value of Holdings	Percent
WELLS FARGO & COMPANY	1,250,946.15	1.14
WORLD OMNI AUTO REC TRUST	164,916.18	0.15
Total	\$109,761,728.20	100.00%



Managed Account Detail of Securities Held

For the Month Ending **April 30, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note										
US TREASURY NOTES DTD 07/15/2022 3.000% 07/15/2025	91282CEV3	AA+	Aaa	08/05/22	08/08/22	1,444,505.86	3.14	12,787.09	1,447,744.94	1,412,843.75
US TREASURY NOTES DTD 09/15/2022 3.500% 09/15/2025	91282CFK2	AA+	Aaa	10/06/22	10/11/22	2,204,912.11	4.23	10,057.74	2,228,846.62	2,199,726.45
US TREASURY NOTES DTD 11/15/2022 4.500% 11/15/2025	91282CFW6	AA+	Aaa	12/16/22	12/16/22	2,027,500.00	3.99	41,538.46	2,014,537.56	1,980,625.00
US TREASURY NOTES DTD 01/15/2023 3.875% 01/15/2026	91282CGE5	AA+	Aaa	01/30/23	02/01/23	4,639,283.20	3.96	52,967.20	4,643,802.33	4,556,273.67
US TREASURY N/B NOTES DTD 01/31/2024 4.250% 01/31/2026	91282CJV4	AA+	Aaa	02/14/24	02/20/24	1,167,748.05	4.59	12,484.38	1,168,446.78	1,158,476.56
US TREASURY NOTES DTD 02/15/2023 4.000% 02/15/2026	91282CGL9	AA+	Aaa	03/02/23	03/03/23	2,652,750.00	4.64	22,549.45	2,671,343.75	2,649,796.74
US TREASURY N/B NOTES DTD 03/31/2024 4.500% 03/31/2026	91282CKH3	AA+	Aaa	04/11/24	04/16/24	1,090,804.69	4.95	4,192.62	1,090,988.44	1,089,000.00
US TREASURY NOTES DTD 04/15/2023 3.750% 04/15/2026	91282CGV7	AA+	Aaa	05/01/23	05/03/23	2,544,123.05	3.83	4,180.33	2,546,107.47	2,488,640.63
US TREASURY NOTES DTD 05/15/2023 3.625% 05/15/2026	91282CHB0	AA+	Aaa	06/01/23	06/05/23	4,307,349.61	3.98	72,778.85	4,320,481.96	4,232,414.28
US TREASURY NOTES DTD 06/15/2023 4.125% 06/15/2026	91282CHH7	AA+	Aaa	06/29/23	06/29/23	2,129,003.91	4.48	33,439.55	2,134,961.21	2,111,367.08
US TREASURY NOTES DTD 07/15/2023 4.500% 07/15/2026	91282CHM6	AA+	Aaa	08/01/23	08/03/23	3,020,155.28	4.56	40,014.77	3,021,378.83	2,992,859.38
US TREASURY NOTES DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	AA+	Aaa	09/06/23	09/11/23	2,228,554.69	4.73	20,552.88	2,233,228.93	2,220,117.30
US TREASURY NOTES DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	AA+	Aaa	12/07/23	12/11/23	3,251,523.44	4.35	29,687.50	3,251,302.25	3,206,836.10
US TREASURY N/B NOTES DTD 11/15/2023 4.625% 11/15/2026	91282CJK8	AA+	Aaa	12/04/23	12/05/23	5,034,960.94	4.37	106,730.77	5,030,394.94	4,962,500.00



Managed Account Detail of Securities Held

For the Month Ending April 30, 2024

City of Antioch - Investment Portfolio - 6090-002 - (04380500)											
Security Type/Description		S&P	Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market	
Dated Date/Coupon/Maturity	CUSIP	Par	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value	
U.S. Treasury Bond / Note											
US TREASURY N/B NOTES	91282CJP7	4,100,000.00	AA+	Aaa	01/03/24	01/05/24	4,131,710.94	4.09	67,633.20	4,128,446.22	4,044,906.25
DTD 12/15/2023 4.375% 12/15/2026											
US TREASURY N/B NOTES	91282CJT9	1,425,000.00	AA+	Aaa	02/08/24	02/09/24	1,415,704.10	4.24	16,755.50	1,416,378.66	1,392,492.19
DTD 01/15/2024 4.000% 01/15/2027											
US TREASURY N/B NOTES	91282CJT9	1,625,000.00	AA+	Aaa	02/02/24	02/06/24	1,617,446.29	4.17	19,107.14	1,618,013.42	1,587,929.69
DTD 01/15/2024 4.000% 01/15/2027											
US TREASURY N/B NOTES	91282CKA8	525,000.00	AA+	Aaa	03/15/24	03/19/24	519,503.91	4.51	4,521.63	519,713.45	514,500.00
DTD 02/15/2024 4.125% 02/15/2027											
US TREASURY N/B NOTES	91282CKA8	1,500,000.00	AA+	Aaa	03/11/24	03/12/24	1,493,144.53	4.29	12,918.96	1,493,447.38	1,470,000.00
DTD 02/15/2024 4.125% 02/15/2027											
US TREASURY N/B NOTES	91282CKE0	2,250,000.00	AA+	Aaa	04/02/24	04/04/24	2,233,740.23	4.51	12,212.98	2,234,119.80	2,212,031.25
DTD 03/15/2024 4.250% 03/15/2027											
Security Type Sub-Total		49,325,000.00				49,154,424.83	4.25	597,111.00	49,213,684.94	48,483,336.32	
Municipal Bond / Note											
NJ TURNPIKE AUTHORITY TXBL REV BONDS	646140DN0	195,000.00	AA-	A1	01/22/21	02/04/21	195,000.00	0.90	583.05	195,000.00	189,592.65
DTD 02/04/2021 0.897% 01/01/2025											
FL ST BOARD OF ADMIN TXBL REV BONDS	341271AD6	235,000.00	AA	Aa3	09/03/20	09/16/20	235,000.00	1.26	985.43	235,000.00	223,783.45
DTD 09/16/2020 1.258% 07/01/2025											
FL ST BOARD OF ADMIN TXBL REV BONDS	341271AD6	575,000.00	AA	Aa3	11/21/22	11/23/22	519,690.75	5.26	2,411.17	550,224.25	547,555.25
DTD 09/16/2020 1.258% 07/01/2025											
Security Type Sub-Total		1,005,000.00				949,690.75	3.46	3,979.65	980,224.25	960,931.35	
Federal Agency Mortgage-Backed Security											
FN BM4614	314039DU2	194,103.59	AA+	Aaa	08/03/21	08/17/21	206,841.63	2.35	485.26	203,855.11	181,870.70
DTD 10/01/2018 3.000% 03/01/2033											
Security Type Sub-Total		194,103.59				206,841.63	2.35	485.26	203,855.11	181,870.70	



Managed Account Detail of Securities Held

For the Month Ending **April 30, 2024**

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P	Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market
			Rating	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value
Federal Agency Commercial Mortgage-Backed Security											
FHMS K053 A2	DTD 03/29/2016 2.995%	3137BN6G4	AA+	Aaa	08/04/22	08/09/22	543,662.11	3.36	1,372.71	546,967.24	530,600.37
FHMS K054 A2	DTD 04/20/2016 2.745%	3137BNGT5	AA+	Aaa	05/11/23	05/16/23	1,087,470.70	4.09	2,573.44	1,101,178.07	1,078,623.14
FNA 2016-M3 A2	DTD 03/31/2016 2.702%	3136ARTE8	AA+	Aaa	08/31/22	09/06/22	267,709.36	3.76	623.92	272,258.22	264,780.01
FHMS K057 A2	DTD 09/28/2016 2.570%	3137BRQJ7	AA+	Aaa	03/02/23	03/07/23	534,705.08	4.86	1,231.46	548,701.91	544,084.97
FHMS K057 A2	DTD 09/28/2016 2.570%	3137BRQJ7	AA+	Aaa	05/18/23	05/23/23	546,744.14	4.26	1,231.46	555,308.03	544,084.96
FHMS K058 A2	DTD 11/09/2016 2.653%	3137BSP72	AA+	Aaa	04/06/23	04/12/23	818,996.48	4.02	1,890.26	830,480.62	806,421.02
FNA 2016-M12 A2	DTD 11/30/2016 2.526%	3136AUKX8	AA+	Aaa	12/11/23	12/14/23	600,524.03	4.92	1,345.77	605,688.43	601,583.14
FHMS K061 A2	DTD 01/30/2017 3.347%	3137BTUM1	AA+	Aaa	11/27/23	11/30/23	472,012.23	5.09	1,381.66	475,361.28	473,258.44
FHMS K062 A2	DTD 02/01/2017 3.413%	3137BUX60	AA+	Aaa	12/06/23	12/11/23	481,406.25	4.76	1,422.08	483,837.48	477,400.12
FHMS K063 A2	DTD 03/01/2017 3.430%	3137BVZ82	AA+	Aaa	12/06/23	12/11/23	481,503.91	4.73	1,429.17	483,855.25	477,497.59
FHLMC MULTIFAMILY STRUCTURED P	DTD 07/01/2017 3.243%	3137F1G44	AA+	Aaa	11/22/23	11/28/23	543,172.85	5.05	1,553.94	547,216.46	544,192.74
FHMS KJ28 A2	DTD 02/27/2020 2.308%	3137FREE7	AA+	Aaa	12/06/23	12/11/23	527,019.03	4.08	1,081.25	530,373.65	526,556.44
FHLMC MULTIFAMILY STRUCTURED POOL	DTD 02/01/2018 3.350%	3137FETM2	AA+	Aaa	12/08/22	12/13/22	426,160.95	3.94	1,226.59	429,355.73	424,189.22
Security Type Sub-Total			7,668,428.76				7,331,087.12	4.37	18,363.71	7,410,582.37	7,293,272.16



Managed Account Detail of Securities Held

For the Month Ending April 30, 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
Corporate Note												
CITIGROUP INC CORPORATE NOTES (CALLED,OM	DTD 05/04/2021 0.981% 05/01/2024	172967MX6	350,000.00	BBB+	A3	04/28/21	05/04/21	350,917.00	0.89	1,716.75	350,000.00	349,949.95
GOLDMAN SACHS GROUP INC (CALLABLE) CORP	DTD 06/10/2021 5.825% 09/10/2024	38141GYE8	250,000.00	BBB+	A2	06/07/21	06/10/21	250,000.00	5.86	2,061.01	250,000.00	250,147.25
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	2,119.79	499,070.39	485,877.00
NATIONAL RURAL UTIL COOP CORPORATE NOTES	DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	125,000.00	A-	A2	02/22/22	02/24/22	123,847.50	2.20	546.88	124,698.79	121,565.12
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	940.62	214,998.34	209,092.02
AMERICAN EXPRESS CO CORP NOTES (CALLABLE)	DTD 03/04/2022 2.250% 03/04/2025	025816CQ0	120,000.00	BBB+	A2	03/01/22	03/04/22	119,878.80	2.29	427.50	119,966.05	116,611.92
AMERICAN EXPRESS CO CORP NOTES (CALLABLE)	DTD 03/04/2022 2.250% 03/04/2025	025816CQ0	205,000.00	BBB+	A2	03/02/22	03/04/22	204,633.05	2.31	730.31	204,897.21	199,212.03
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	2,501.25	144,858.12	141,926.43
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	3,536.25	204,984.95	200,654.62
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	8,859.38	524,414.93	514,419.68



Managed Account Detail of Securities Held

For the Month Ending **April 30, 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
Corporate Note												
CATERPILLAR FINL SERVICE CORPORATE NOTES	DTD 05/13/2022 3.400% 05/13/2025	14913R2V8	75,000.00	A	A2	05/10/22	05/13/22	74,992.50	3.40	1,190.00	74,997.42	73,425.53
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	3,570.00	224,901.71	220,276.57
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE	DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	595,000.00	A-	A1	05/24/21	06/01/21	595,000.00	0.82	2,042.83	595,000.00	591,927.42
TRUIST FINANCIAL CORP NOTES (CALLABLE)	DTD 06/05/2018 3.700% 06/05/2025	05531FBE2	475,000.00	A-	A3	02/07/22	02/09/22	499,358.00	2.09	7,127.64	482,610.59	464,113.48
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES	DTD 06/09/2022 3.500% 06/09/2025	63254ABD9	565,000.00	AA-	Aa2	05/31/22	06/09/22	565,000.00	3.50	7,800.14	565,000.00	552,984.71
NATIONAL RURAL UTIL COOP CORPORATE NOTES	DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	65,000.00	A-	A2	05/02/22	05/04/22	64,691.90	3.61	847.17	64,889.00	63,435.12
NATIONAL RURAL UTIL COOP CORPORATE NOTES	DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	85,000.00	A-	A2	04/27/22	05/04/22	84,977.05	3.46	1,107.83	84,991.73	82,953.63
NATIONAL RURAL UTIL COOP CORPORATE NOTES	DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	100,000.00	A-	A2	05/03/22	05/05/22	99,532.00	3.61	1,303.33	99,831.24	97,592.50
JP MORGAN CHASE CORP NOTES (CALLABLE)	DTD 07/21/2015 3.900% 07/15/2025	46625HMN7	475,000.00	A-	A1	03/10/22	03/14/22	489,834.25	2.91	5,454.58	479,589.67	466,096.13
MORGAN STANLEY CORP NOTES	DTD 07/23/2015 4.000% 07/23/2025	6174468C6	225,000.00	A-	A1	06/22/22	06/24/22	224,581.50	4.06	2,450.00	224,833.34	220,410.68



Managed Account Detail of Securities Held

For the Month Ending **April 30, 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
Corporate Note												
IBM CORP CORPORATE NOTES	DTD 07/27/2022 4.000%	459200KS9	800,000.00	A-	A3	07/20/22	07/27/22	800,000.00	4.00	8,355.56	800,000.00	785,333.60
BMW US CAPITAL LLC CORPORATE NOTES	DTD 08/11/2023 5.300%	05565ECC7	300,000.00	A	A2	08/08/23	08/11/23	299,982.00	5.30	3,533.33	299,988.50	299,219.40
NESTLE HOLDINGS INC CORP NOTE	DTD 09/13/2022 4.000%	641062BA1	395,000.00	AA-	Aa3	09/06/22	09/13/22	394,869.65	4.01	2,150.56	394,940.60	387,541.61
COMMONWEALTH BK AUSTR NY CORPORATE NOTES	DTD 09/12/2023 5.499%	20271RAS9	440,000.00	AA-	Aa3	09/05/23	09/12/23	440,000.00	5.50	3,293.29	440,000.00	440,280.28
HOME DEPOT INC NOTES (CALLABLE)	DTD 09/19/2022 4.000%	437076CR1	115,000.00	A	A2	09/12/22	09/19/22	114,958.60	4.01	587.78	114,980.97	112,876.76
AMERICAN HONDA FINANCE CORPORATE NOTES	DTD 10/04/2023 5.800%	02665WEQ0	375,000.00	A-	A3	11/22/23	11/27/23	377,527.50	5.41	1,691.67	376,967.03	376,171.50
LOCKHEED MARTIN CORP NOTES (CALLABLE)	DTD 10/24/2022 4.950%	539830BU2	175,000.00	A-	A2	10/19/22	10/24/22	174,501.25	5.05	385.00	174,755.90	174,112.93
UNITEDHEALTH GROUP INC CORPORATE NOTES	DTD 10/28/2022 5.150%	91324PEN8	180,000.00	A+	A2	10/25/22	10/28/22	179,983.80	5.15	412.00	179,992.04	179,515.26
LOCKHEED MARTIN CORP NOTES (CALLABLE)	DTD 10/24/2022 4.950%	539830BU2	200,000.00	A-	A2	11/01/22	11/03/22	200,098.00	4.93	440.00	200,046.99	198,986.20
PNC FINANCIAL SERVICES CORP NOTE (CALLAB	DTD 10/28/2022 5.671%	693475BH7	345,000.00	A-	A3	10/25/22	10/28/22	345,000.00	5.67	163.04	345,000.00	344,075.06
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES	DTD 11/13/2020 0.750%	110122DN5	250,000.00	A	A2	02/22/22	02/24/22	236,870.00	2.23	875.00	244,575.90	233,107.75



Managed Account Detail of Securities Held

For the Month Ending April 30, 2024

City of Antioch - Investment Portfolio - 6090-002 - (04380500)											
Security Type/Description	S&P	Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market	Corporate Note	
Dated Date/Coupon/Maturity	Par	Rating	Rating	Date	Cost	at Cost	Interest	Cost	Value		
LINDE INC/CT CORPORATE NOTES (CALLABLE)	525,000.00	A	A2	11/28/22	12/05/22	4.74	10,007.08	524,698.39	520,254.53		
DTD 12/05/2022 4.700% 12/05/2025											
AUST & NZ BANKING GRP NY CORPORATE NOTES	445,000.00	AA-	Aa2	11/29/22	12/08/22	5.09	8,993.75	445,000.00	442,707.81		
DTD 12/08/2022 5.088% 12/08/2025											
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES	375,000.00	A+	A1	01/02/24	01/05/24	4.84	5,800.00	374,755.81	371,713.50		
DTD 01/05/2024 4.800% 01/05/2026											
JOHN DEERE CAPITAL CORP CORPORATE NOTES	525,000.00	A	A1	01/03/23	01/09/23	4.82	7,840.00	524,860.87	521,304.00		
DTD 01/09/2023 4.800% 01/09/2026											
CITIGROUP INC CORPORATE NOTES	450,000.00	BBB+	A3	04/27/23	05/01/23	4.76	5,041.25	442,494.21	436,315.50		
DTD 01/12/2016 3.700% 01/12/2026											
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES	915,000.00	AA-	Aa2	01/04/23	01/12/23	4.97	13,757.89	915,000.00	907,379.88		
DTD 01/12/2023 4.966% 01/12/2026											
STATE STREET CORP (CALLABLE) CORPORATE N	225,000.00	A	A1	02/02/22	02/07/22	1.75	927.56	225,000.00	217,487.48		
DTD 02/07/2022 1.746% 02/06/2026											
PEPSICO INC CORP NOTES (CALLABLE)	795,000.00	A+	A1	02/13/23	02/15/23	4.57	7,837.38	794,724.77	785,775.62		
DTD 02/15/2023 4.550% 02/13/2026											
MORGAN STANLEY CORP NOTES (CALLABLE)	585,000.00	A-	A1	02/16/22	02/18/22	2.63	3,119.84	585,000.00	569,764.26		
DTD 02/18/2022 2.630% 02/18/2026											
NATIONAL RURAL UTIL COOP CORP NOTES (CAL	275,000.00	A-	A2	02/03/23	02/09/23	4.58	1,631.67	274,384.05	270,269.45		
DTD 02/09/2023 4.450% 03/13/2026											
NESTLE HOLDINGS INC CORPORATE NOTES	400,000.00	AA-	Aa3	03/07/23	03/14/23	5.26	2,800.00	399,917.91	399,548.80		
DTD 03/14/2023 5.250% 03/13/2026											



Managed Account Detail of Securities Held

For the Month Ending **April 30, 2024**

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026		857477BM4	A	A1	02/17/22	02/22/22	520,266.30	2.38	1,274.02	513,020.03	495,377.28
BANK OF AMERICA CORP NOTES DTD 04/19/2016 3.500% 04/19/2026		06051GFX2	A-	A1	05/10/23	05/12/23	412,288.25	4.60	495.83	416,493.91	409,377.85
WELLS FARGO & CO CORP NOTES DTD 04/22/2016 3.000% 04/22/2026		949746RW3	BBB+	A1	03/28/23	03/30/23	423,396.00	5.11	337.50	432,858.37	429,817.05
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/15/2023 4.350% 05/15/2026		14913UAA8	A	A2	05/08/23	05/15/23	799,624.00	4.37	16,046.67	799,744.76	786,005.60
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 05/18/2023 4.450% 05/18/2026		89236TKT1	A+	A1	05/16/23	05/18/23	250,097.50	4.44	5,037.15	250,066.45	245,715.50
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 07/07/2023 5.250% 07/07/2026		02665WEK3	A-	A3	07/21/23	07/25/23	100,504.00	5.06	1,662.50	100,372.62	99,672.60
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 07/07/2023 5.250% 07/07/2026		02665WEK3	A-	A3	07/06/23	07/10/23	139,102.60	5.49	2,327.50	139,345.63	139,541.64
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 07/07/2023 5.250% 07/07/2026		02665WEK3	A-	A3	07/05/23	07/07/23	184,772.45	5.29	3,075.63	184,834.53	184,394.31
BANK OF NEW YORK MELLON CORP NOTES (CALL DTD 07/26/2022 4.414% 07/24/2026		06406RBJ5	A	A1	07/19/22	07/26/22	165,000.00	4.41	1,962.39	165,000.00	162,533.75
BANK OF NEW YORK MELLON CORP NOTES (CALL DTD 07/26/2022 4.414% 07/24/2026		06406RBJ5	A	A1	07/20/22	07/26/22	361,173.60	4.32	4,281.58	360,481.67	354,619.08
TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026		89788MAH5	A-	A3	07/25/22	07/28/22	140,000.00	4.26	1,540.70	140,000.00	137,224.78



Managed Account Detail of Securities Held

For the Month Ending April 30, 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
Corporate Note												
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	1,925.88	175,072.33	171,530.98
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	3,866.13	300,000.00	298,550.70
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	5,720.00	447,894.43	447,618.60
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	3,692.81	324,876.79	323,562.20
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	6,163.03	550,000.00	550,824.45
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	1,001.69	234,555.45	233,730.77
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	12,017.19	424,628.45	424,579.25
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	16,584.75	677,682.10	671,593.95
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	7,218.75	430,251.95	426,499.65
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	16,856.58	825,000.00	821,129.10
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	5,500.00	374,653.92	369,474.00
AUST & NZ BANKING GRP NY BONDS	DTD 01/18/2024 4.750% 01/18/2027	05253JAZ4	375,000.00	AA-	Aa2	01/08/24	01/18/24	375,000.00	4.75	5,096.35	375,000.00	370,201.50



Managed Account Detail of Securities Held

For the Month Ending April 30, 2024

City of Antioch - Investment Portfolio - 6090-002 - (04380500)											
Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
TEXAS INSTRUMENTS CORP NOTES (CALLABLE)	DTD 02/08/2024 4.600% 02/08/2027	882508CE2	A+	Aa3	02/05/24	02/08/24	484,689.60	4.62	5,143.69	484,711.73	479,525.32
ELI LILLY & CO CORPORATE NOTES	DTD 02/09/2024 4.500% 02/09/2027	532457CJ5	A+	A1	02/07/24	02/09/24	554,705.85	4.52	5,688.75	554,726.60	544,933.97
BRISTOL-MYERS SQUIBB CORP NOTES (CALLABL	DTD 02/22/2024 4.900% 02/22/2027	110122EE4	A	A2	02/14/24	02/22/24	159,827.20	4.94	1,502.67	159,837.39	158,124.00
ASTRAZENECA FINANCE LLC CORP NOTES (CALL	DTD 02/26/2024 4.800% 02/26/2027	04636NAK9	A	A2	02/21/24	02/26/24	404,319.60	4.86	3,510.00	404,357.41	399,357.14
CISCO SYSTEMS INC CORPORATE NOTES (CALLA	DTD 02/26/2024 4.800% 02/26/2027	17275RBQ4	AA-	A1	02/21/24	02/26/24	669,129.00	4.85	5,806.67	669,177.42	663,950.57
DEERE & COMPANY CAPITAL CORP NOTE	DTD 03/07/2024 4.850% 03/05/2027	24422EXM6	A	A1	03/05/24	03/07/24	275,176.00	4.83	2,000.63	275,167.80	272,639.13
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES	DTD 03/21/2024 5.000% 03/19/2027	89236TLY9	A+	A1	03/18/24	03/21/24	99,879.00	5.04	555.56	99,883.19	99,143.40
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES	DTD 03/21/2024 5.000% 03/19/2027	89236TLY9	A+	A1	03/19/24	03/21/24	125,110.00	4.97	694.44	125,106.19	123,929.25
HORMEL FOODS CORP CORPORATE NOTES (CALLA	DTD 03/08/2024 4.800% 03/30/2027	440452AK6	A-	A1	03/05/24	03/08/24	234,772.05	4.83	1,660.66	234,782.28	232,127.13
BMW US CAPITAL LLC CORPORATE NOTES	DTD 04/02/2024 4.900% 04/02/2027	05565ECH6	A	A2	03/25/24	04/02/24	549,345.50	4.94	2,170.97	549,361.58	544,490.65
ADOBE INC CORPORATE NOTES	DTD 04/04/2024 4.850% 04/04/2027	00724PAE9	A+	A1	04/01/24	04/04/24	334,832.50	4.87	1,218.56	334,836.34	333,421.48



Managed Account Detail of Securities Held

For the Month Ending **April 30, 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
Security Type Sub-Total			27,195,000.00					27,141,452.20	4.30	299,614.14	27,145,398.74	26,801,629.60
Certificate of Deposit												
TORONTO DOMINION BANK NY CERT DEPOS		89115B6K1	1,050,000.00	A	A1	10/27/22	10/31/22	1,050,000.00	5.58	30,870.00	1,050,000.00	1,051,215.63
DTD 10/31/2022 5.600% 10/27/2025												
NORDEA BANK ABP NEW YORK CERT DEPOS		65558UYF3	1,050,000.00	AA-	Aa3	11/02/22	11/03/22	1,050,000.00	5.53	28,709.92	1,050,000.00	1,053,504.90
DTD 11/03/2022 5.530% 11/03/2025												
COOPERAT RABOBANK UA/NY CERT DEPOS		21684LGS5	1,050,000.00	A+	Aa2	07/17/23	07/20/23	1,050,000.00	5.08	15,409.33	1,050,000.00	1,049,991.60
DTD 07/20/2023 5.080% 07/17/2026												
CREDIT AGRICOLE CIB NY CERT DEPOS		22536DWD6	825,000.00	A+	Aa3	02/01/24	02/05/24	825,000.00	4.76	9,381.17	825,000.00	824,665.05
DTD 02/05/2024 4.760% 02/01/2027												
Security Type Sub-Total			3,975,000.00					3,975,000.00	5.27	84,370.42	3,975,000.00	3,979,377.18
Bank Note												
PNC BANK NA CORP NOTE (CALLABLE)		69353REQ7	425,000.00	A	A2	08/09/22	08/11/22	417,775.00	3.89	5,755.21	422,208.68	414,057.95
DTD 06/01/2015 3.250% 06/01/2025												
Security Type Sub-Total			425,000.00					417,775.00	3.89	5,755.21	422,208.68	414,057.95
Asset-Backed Security												
VWALT 2022-A A3		92868AAC9	92,620.85	NR	Aaa	06/07/22	06/14/22	92,613.48	3.44	97.35	92,617.95	92,248.52
DTD 06/14/2022 3.440% 07/21/2025												
KCOT 2021-1A A3		50117TAC5	56,014.01	NR	Aaa	04/06/21	04/14/21	56,002.55	0.62	15.43	56,010.60	55,390.56
DTD 04/14/2021 0.620% 08/15/2025												
HART 2021-A A3		44933LAC7	22,837.87	AAA	NR	04/20/21	04/28/21	22,835.47	0.38	3.86	22,837.12	22,692.25
DTD 04/28/2021 0.380% 09/15/2025												
KCOT 2021-2A A3		50117XAE2	152,318.39	NR	Aaa	07/20/21	07/28/21	152,312.65	0.56	37.91	152,316.33	149,323.06
DTD 07/28/2021 0.560% 11/17/2025												
HAROT 2021-4 A3		43815GAC3	133,485.11	NR	Aaa	11/16/21	11/24/21	133,456.96	0.89	32.63	133,473.43	130,146.89
DTD 11/24/2021 0.880% 01/21/2026												



Managed Account Detail of Securities Held

For the Month Ending April 30, 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
Asset-Backed Security												
CARMX 2021-2 A3	DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	54,601.51	AAA	NR	04/13/21	04/21/21	54,589.74	0.52	12.62	54,597.12	53,822.01
HART 2021-C A3	DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	100,386.23	AAA	NR	11/09/21	11/17/21	100,363.82	0.75	33.02	100,376.06	98,313.31
FORDO 2022-A A3	DTD 01/24/2022 1.290% 06/15/2026	345286AC2	140,032.04	AAA	NR	01/19/22	01/24/22	140,015.40	1.29	80.29	140,024.00	136,790.42
CARMX 2021-3 A3	DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	188,642.37	AAA	Aaa	07/21/21	07/28/21	188,611.34	0.55	46.11	188,628.88	183,947.83
BMWOT 2022-A A3	DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	217,117.97	AAA	Aaa	05/10/22	05/18/22	217,106.68	3.21	116.16	217,111.85	213,565.36
COPAR 2021-1 A3	DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	145,610.51	AAA	Aaa	10/19/21	10/27/21	145,607.75	0.77	49.83	145,609.17	141,698.61
TAOT 2022-B A3	DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	231,148.12	AAA	Aaa	04/07/22	04/13/22	231,142.71	2.93	301.01	231,145.22	227,129.66
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	264,972.88	260,128.45
GMCAR 2021-4 A3	DTD 10/21/2021 0.680% 09/16/2026	362554AC1	94,182.17	AAA	Aaa	10/13/21	10/21/21	94,179.76	0.68	26.68	94,181.00	91,423.69
WOART 2021-D A3	DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	168,923.40	AAA	NR	10/26/21	11/03/21	168,900.39	0.81	60.81	168,911.98	164,916.18
HART 2022-A A3	DTD 03/16/2022 2.220% 10/15/2026	448977AD0	204,114.77	AAA	NR	03/09/22	03/16/22	204,106.91	2.22	201.39	204,110.56	199,935.91
KCOT 2022-1A A3	DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	479,398.61	NR	Aaa	03/15/22	03/23/22	479,330.06	2.67	568.89	479,361.72	468,104.65
ALLYA 2022-1 A3	DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	379,209.81	AAA	Aaa	05/10/22	05/18/22	379,136.40	3.31	557.86	379,168.32	374,195.82
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	499,964.69	487,871.70



Managed Account Detail of Securities Held

For the Month Ending April 30, 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
Asset-Backed Security												
GMCAR 2022-1 A3	DTD 01/19/2022 1.260% 11/16/2026	380146AC4	136,497.59	AAA	NR	01/11/22	01/19/22	136,485.73	1.26	71.66	136,491.34	133,007.03
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	669,926.83	659,715.30
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	714,899.80	702,800.74
HDMOT 2022-A A3	DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	332,123.66	AAA	Aaa	04/12/22	04/20/22	332,068.36	3.06	451.69	332,091.65	326,902.97
GMCAR 2022-2 A3	DTD 04/13/2022 3.100% 02/16/2027	362585AC5	209,580.19	AAA	Aaa	04/05/22	04/13/22	209,536.40	3.10	270.71	209,554.93	205,902.58
CARMX 2022-2 A3	DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	304,014.76	AAA	Aaa	04/21/22	04/28/22	303,968.51	3.49	471.56	303,987.85	299,456.88
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	499,978.18	488,213.60
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	224,976.18	221,121.95
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	564,991.69	558,935.91
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	339,998.54	334,358.45
COMET 2022-A2 A	DTD 06/14/2022 3.490% 05/15/2027	14041INGA3	740,000.00	AAA	NR	06/06/22	06/14/22	739,881.75	3.49	1,147.82	739,926.98	724,531.56
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	494,932.75	489,366.31
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	569,971.67	557,001.32
AMXCA 2022-2 A	DTD 05/24/2022 3.390% 05/17/2027	02582JTT8	815,000.00	AAA	NR	05/17/22	05/24/22	814,819.72	3.39	1,227.93	814,889.89	797,303.25



Managed Account Detail of Securities Held

For the Month Ending April 30, 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
Asset-Backed Security												
ALLYA 2022-2 A3	DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	945,000.00	AAA	Aaa	10/04/22	10/12/22	944,988.28	4.76	1,999.20	944,992.24	938,055.20
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	364,957.63	361,640.03
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	719,997.65	718,417.37
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	664,946.39	650,005.31
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	669,892.09	668,455.99
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	864,880.98	862,126.12
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	239,983.53	239,824.94
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	339,999.88	336,055.86
AMXCA 2022-4 A	DTD 11/03/2022 4.950% 10/15/2027	02582JX9	270,000.00	AAA	NR	10/27/22	11/03/22	269,986.61	4.95	594.00	269,990.65	267,893.84
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	349,955.02	346,912.55
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	499,931.35	495,781.95
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	359,972.69	357,898.90
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	274,977.71	271,549.08
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	419,981.19	414,149.36



Managed Account Detail of Securities Held

For the Month Ending April 30, 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
Asset-Backed Security												
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	294,993.65	290,748.70
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	184,972.83	184,886.45
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	669,969.47	656,573.87
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	169,993.84	169,854.45
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	269,949.77	266,969.49
AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028		025821JZ4	300,000.00	AAA	NR	06/07/23	06/14/23	299,973.39	4.87	649.33	299,978.16	296,701.83
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	309,996.55	308,482.95
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	164,994.65	164,347.76
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	559,970.09	559,966.74
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	864,787.04	860,218.11
FORDO 2024-A A3 DTD 03/19/2024 5.090% 12/15/2028		34535EAD4	390,000.00	NR	Aaa	03/14/24	03/19/24	389,934.44	5.09	882.27	389,935.88	387,286.50
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	743.82	319,988.51	317,082.11
Security Type Sub-Total			21,727,859.94					21,725,184.33	4.02	38,072.67	21,726,026.60	21,442,148.19
Managed Account Sub-Total			111,515,392.29					110,901,455.86	4.25	1,047,752.06	111,076,980.69	109,556,623.45
Joint Powers Authority												



Managed Account Detail of Securities Held

For the Month Ending April 30, 2024

City of Antioch - Investment Portfolio - 6090-002 - (04380500)										
Security Type/Description	S&P	Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market	
Dated Date/Coupon/Maturity	Rating	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value	
Joint Powers Authority										
CAMP Pool	205,104.75	AAAm	NR		205,104.75		0.00	205,104.75	205,104.75	
Liquid Sub-Total	205,104.75				205,104.75		0.00	205,104.75	205,104.75	
Securities Sub-Total	\$111,720,497.04				\$111,106,560.61	4.25%	\$1,047,752.06	\$111,282,085.44	\$109,761,728.20	
Accrued Interest									\$1,047,752.06	
Total Investments									\$110,809,480.26	



Managed Account Security Transactions & Interest

For the Month Ending April 30, 2024

City of Antioch - Investment Portfolio - 6090-002 - (04380500)											
Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L		Sale Method	
Trade	Settle							Cost	Amort Cost		
BUY											
03/25/24	04/02/24	BMW US CAPITAL LLC CORPORATE NOTES	05565ECH6	550,000.00	(549,345.50)	0.00	(549,345.50)				
		DTD 04/02/2024 4.900% 04/02/2027									
04/01/24	04/04/24	ADOBE INC CORPORATE NOTES	00724PAE9	335,000.00	(334,832.50)	0.00	(334,832.50)				
		DTD 04/04/2024 4.850% 04/04/2027									
04/02/24	04/04/24	US TREASURY N/B NOTES	91282CKE0	2,250,000.00	(2,233,740.23)	(5,197.01)	(2,238,937.24)				
		DTD 03/15/2024 4.250% 03/15/2027									
04/11/24	04/16/24	US TREASURY N/B NOTES	91282CKH3	1,100,000.00	(1,090,804.69)	(2,163.93)	(1,092,968.62)				
		DTD 03/31/2024 4.500% 03/31/2026									
Transaction Type Sub-Total				4,235,000.00	(4,208,722.92)	(7,360.94)	(4,216,083.86)				
INTEREST											
04/01/24	04/01/24	BMW US CAPITAL LLC CORP NOTES	05565EBZ7	240,000.00	0.00	3,900.00	3,900.00				
		DTD 04/01/2022 3.250% 04/01/2025									
04/01/24	04/25/24	FHMS K062 A2	3137BUX60	500,000.00	0.00	1,422.08	1,422.08				
		DTD 02/01/2017 3.413% 12/01/2026									
04/01/24	04/25/24	FNA 2016-M12 A2	3136AUKX8	640,574.76	0.00	1,348.21	1,348.21				
		DTD 11/30/2016 2.526% 09/01/2026									
04/01/24	04/25/24	FHMS KJ28 A2	3137FREE7	562,841.25	0.00	1,082.53	1,082.53				
		DTD 02/27/2020 2.308% 10/01/2027									
04/01/24	04/25/24	FHMS K053 A2	3137BN6G4	550,000.00	0.00	1,372.71	1,372.71				
		DTD 03/29/2016 2.995% 12/01/2025									
04/01/24	04/25/24	FHMS K061 A2	3137BTUM1	496,314.15	0.00	1,384.30	1,384.30				
		DTD 01/30/2017 3.347% 11/01/2026									
04/01/24	04/25/24	FHLMC MULTIFAMILY STRUCTURED POOL	3137FETM2	448,933.38	0.00	1,253.27	1,253.27				
		DTD 02/01/2018 3.350% 09/01/2028									
04/01/24	04/25/24	FNA 2016-M3 A2	3136ARTE8	298,366.72	0.00	671.82	671.82				
		DTD 03/31/2016 2.702% 02/01/2026									
04/01/24	04/25/24	FN BM4614	3140J9DU2	197,900.88	0.00	494.75	494.75				
		DTD 10/01/2018 3.000% 03/01/2033									
04/01/24	04/25/24	FHMS K063 A2	3137BVZ82	500,000.00	0.00	1,429.17	1,429.17				
		DTD 03/01/2017 3.430% 01/01/2027									



Managed Account Security Transactions & Interest

For the Month Ending April 30, 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										
INTEREST											
04/01/24	04/25/24	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			
04/01/24	04/25/24	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			
04/01/24	04/25/24	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			
04/01/24	04/25/24	FHMS K058 A2	DTD 11/09/2016 2.653% 08/01/2026	3137BSP72	855,000.00	0.00	1,890.26	1,890.26			
04/03/24	04/03/24	AMERICAN HONDA FINANCE CORPORATE NOTES		02665WEQ0	375,000.00	0.00	10,814.58	10,814.58			
04/15/24	04/15/24	ALLYA 2022-2 A3	DTD 10/04/2023 5.800% 10/03/2025	02008MAC3	945,000.00	0.00	3,748.50	3,748.50			
04/15/24	04/15/24	DCENT 2022-A3 A3	DTD 10/12/2022 4.760% 05/17/2027	254683CW3	665,000.00	0.00	1,972.83	1,972.83			
04/15/24	04/15/24	CHAIT 2023-A1 A	DTD 08/09/2022 3.560% 07/15/2027	161571HT4	865,000.00	0.00	3,719.50	3,719.50			
04/15/24	04/15/24	WOART 2021-D A3	DTD 09/15/2023 5.160% 09/15/2028	98163KAC6	183,780.16	0.00	124.05	124.05			
04/15/24	04/15/24	CARMX 2022-2 A3	DTD 11/03/2021 0.810% 10/15/2026	14317HAC5	324,090.06	0.00	942.56	942.56			
04/15/24	04/15/24	UNITEDHEALTH GROUP INC CORPORATE NOTES	DTD 04/28/2022 3.490% 02/16/2027	91324PEN8	180,000.00	0.00	4,635.00	4,635.00			
04/15/24	04/15/24	TAOT 2022-D A3	DTD 10/28/2022 5.150% 10/15/2025	89239HAD0	240,000.00	0.00	1,060.00	1,060.00			
04/15/24	04/15/24	MBART 2022-1 A3	DTD 11/08/2022 5.300% 09/15/2027	58768PAC8	865,000.00	0.00	3,755.54	3,755.54			
04/15/24	04/15/24	HART 2021-A A3	DTD 11/22/2022 5.210% 08/16/2027	44933LAC7	31,537.14	0.00	9.99	9.99			
04/15/24	04/15/24	HART 2023-B A3	DTD 04/28/2021 0.380% 09/15/2025	44933XAD9	170,000.00	0.00	776.33	776.33			
04/15/24	04/15/24	FITAT 2023-1 A3	DTD 07/19/2023 5.480% 04/17/2028	31680EAD3	560,000.00	0.00	2,580.67	2,580.67			
		DTD 08/23/2023 5.530% 08/15/2028									



For the Month Ending **April 30, 2024**

Managed Account Security Transactions & Interest

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

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L		Sale Method
Trade	Settle							Cost	Amort Cost	
INTEREST										
04/15/24	04/15/24	AMXA 2023-1 A	025821JZ4	300,000.00	0.00	1,217.50	1,217.50			
		DTD 06/14/2023 4.870% 05/15/2028								
04/15/24	04/15/24	DCENT 2021-A1 A1	254683CP8	265,000.00	0.00	128.08	128.08			
		DTD 09/27/2021 0.580% 09/15/2026								
04/15/24	04/15/24	TAOT 2022-C A3	89231CAD9	225,000.00	0.00	705.00	705.00			
		DTD 08/16/2022 3.760% 04/15/2027								
04/15/24	04/15/24	CHAIT 2024-A1 A	161571HV9	715,000.00	0.00	2,740.83	2,740.83			
		DTD 01/31/2024 4.600% 01/15/2027								
04/15/24	04/15/24	HDMOT 2023-A A3	41285JAD0	360,000.00	0.00	1,515.00	1,515.00			
		DTD 02/23/2023 5.050% 12/15/2027								
04/15/24	04/15/24	KCOT 2023-1A A3	50117KAC4	365,000.00	0.00	1,526.92	1,526.92			
		DTD 03/31/2023 5.020% 06/15/2027								
04/15/24	04/15/24	CARMX 2021-3 A3	14317DAC4	206,292.89	0.00	94.55	94.55			
		DTD 07/28/2021 0.550% 06/15/2026								
04/15/24	04/15/24	KCOT 2021-1A A3	50117TAC5	67,653.25	0.00	34.95	34.95			
		DTD 04/14/2021 0.620% 08/15/2025								
04/15/24	04/15/24	HART 2021-C A3	44935FAD6	111,761.68	0.00	68.92	68.92			
		DTD 11/17/2021 0.740% 05/15/2026								
04/15/24	04/15/24	NAROT 2023-A A3	65480WAD3	500,000.00	0.00	2,045.83	2,045.83			
		DTD 04/26/2023 4.910% 11/15/2027								
04/15/24	04/15/24	COMET 2022-A1 A1	14041NFZ9	500,000.00	0.00	1,166.67	1,166.67			
		DTD 03/30/2022 2.800% 03/15/2027								
04/15/24	04/15/24	COPAR 2021-1 A3	14044CAC6	158,445.48	0.00	101.67	101.67			
		DTD 10/27/2021 0.770% 09/15/2026								
04/15/24	04/15/24	LOCKHEED MARTIN CORP NOTES (CALLABLE)	539830BU2	375,000.00	0.00	9,281.25	9,281.25			
		DTD 10/24/2022 4.950% 10/15/2025								
04/15/24	04/15/24	BACCT 2023-A1 A1	05522RDG0	270,000.00	0.00	1,077.75	1,077.75			
		DTD 06/16/2023 4.790% 05/15/2028								
04/15/24	04/15/24	COMET 2022-A2 A	14041NGA3	740,000.00	0.00	2,152.17	2,152.17			
		DTD 06/14/2022 3.490% 05/15/2027								
04/15/24	04/15/24	HAROT 2023-2 A3	437927AC0	350,000.00	0.00	1,437.92	1,437.92			
		DTD 05/30/2023 4.930% 11/15/2027								



Managed Account Security Transactions & Interest

For the Month Ending April 30, 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											
INTEREST												
04/15/24	04/15/24	HUNT 2024-1A A3	446144AE7			320,000.00	0.00	1,394.67	1,394.67			
		DTD 02/22/2024 5.230% 01/16/2029										
04/15/24	04/15/24	KCOT 2022-1A A3	50117EAC8			505,000.00	0.00	1,123.63	1,123.63			
		DTD 03/23/2022 2.670% 10/15/2026										
04/15/24	04/15/24	AMXCA 2022-4 A	02582JX9			270,000.00	0.00	1,113.75	1,113.75			
		DTD 11/03/2022 4.950% 10/15/2027										
04/15/24	04/15/24	TAOT 2023-B A3	891941AD8			420,000.00	0.00	1,648.50	1,648.50			
		DTD 05/23/2023 4.710% 02/15/2028										
04/15/24	04/15/24	TAOT 2023-A A3	891940AC2			340,000.00	0.00	1,311.83	1,311.83			
		DTD 01/30/2023 4.630% 09/15/2027										
04/15/24	04/15/24	DCENT 2023-A1 A	254683CY9			670,000.00	0.00	2,406.42	2,406.42			
		DTD 04/11/2023 4.310% 03/15/2028										
04/15/24	04/15/24	KCOT 2021-2A A3	50117XAE2			170,971.22	0.00	79.79	79.79			
		DTD 07/28/2021 0.560% 11/17/2025										
04/15/24	04/15/24	HART 2022-A A3	448977AD0			220,253.66	0.00	407.47	407.47			
		DTD 03/16/2022 2.220% 10/15/2026										
04/15/24	04/15/24	US TREASURY NOTES	91282CGV7			2,550,000.00	0.00	47,812.50	47,812.50			
		DTD 04/15/2023 3.750% 04/15/2026										
04/15/24	04/15/24	FORDO 2022-A A3	345286AC2			152,272.68	0.00	163.69	163.69			
		DTD 01/24/2022 1.290% 06/15/2026										
04/15/24	04/15/24	AMXCA 2022-2 A	02582JTT8			815,000.00	0.00	2,302.38	2,302.38			
		DTD 05/24/2022 3.390% 05/17/2027										
04/15/24	04/15/24	COMET 2021-A3 A3	14041NFY2			500,000.00	0.00	433.33	433.33			
		DTD 11/30/2021 1.040% 11/15/2026										
04/15/24	04/15/24	HDMOT 2022-A A3	41284YAD8			361,344.17	0.00	921.43	921.43			
		DTD 04/20/2022 3.060% 02/15/2027										
04/15/24	04/15/24	NAROT 2022-B A3	65480JAC4			495,000.00	0.00	1,839.75	1,839.75			
		DTD 09/28/2022 4.460% 05/17/2027										
04/15/24	04/15/24	CARMX 2021-2 A3	14314QAC8			63,491.76	0.00	27.51	27.51			
		DTD 04/21/2021 0.520% 02/17/2026										
04/15/24	04/15/24	KCOT 2022-2A A3	50117JAC7			670,000.00	0.00	2,283.58	2,283.58			
		DTD 07/21/2022 4.090% 12/15/2026										
04/15/24	04/15/24	FORDO 2023-B A3	344930AD4			310,000.00	0.00	1,351.08	1,351.08			
		DTD 06/26/2023 5.230% 05/15/2028										



Managed Account Security Transactions & Interest

For the Month Ending April 30, 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											
INTEREST												
04/15/24	04/15/24	ALLYA 2022-1 A3	02008JAC0			408,031.21	0.00	1,125.49	1,125.49			
		DTD 05/18/2022 3.310% 11/15/2026										
04/15/24	04/15/24	FORDO 2024-A A3	34535EAD4			390,000.00	0.00	1,433.68	1,433.68			
		DTD 03/19/2024 5.090% 12/15/2028										
04/15/24	04/15/24	CARMX 2022-3 A3	14318MAD1			565,000.00	0.00	1,869.21	1,869.21			
		DTD 07/20/2022 3.970% 04/15/2027										
04/15/24	04/15/24	CARMX 2022-4 A3	14318UAD3			670,000.00	0.00	2,981.50	2,981.50			
		DTD 10/31/2022 5.340% 08/16/2027										
04/15/24	04/15/24	HART 2022-C A3	44933DAD3			720,000.00	0.00	3,234.00	3,234.00			
		DTD 11/09/2022 5.390% 06/15/2027										
04/15/24	04/15/24	FORDO 2023-A A3	344928AD8			275,000.00	0.00	1,065.63	1,065.63			
		DTD 03/31/2023 4.650% 02/15/2028										
04/15/24	04/15/24	DCENT 2022-A2 A	254683CS2			570,000.00	0.00	1,577.00	1,577.00			
		DTD 05/26/2022 3.320% 05/17/2027										
04/15/24	04/15/24	TAOT 2022-B A3	89238FAD5			247,110.52	0.00	603.36	603.36			
		DTD 04/13/2022 2.930% 09/15/2026										
04/16/24	04/16/24	GMCAR 2022-3 A3	36265WAD5			340,000.00	0.00	1,031.33	1,031.33			
		DTD 07/13/2022 3.640% 04/16/2027										
04/16/24	04/16/24	GMCAR 2021-4 A3	362555AC1			102,237.31	0.00	57.93	57.93			
		DTD 10/21/2021 0.680% 09/16/2026										
04/16/24	04/16/24	GMCAR 2022-2 A3	362585AC5			223,005.40	0.00	576.10	576.10			
		DTD 04/13/2022 3.100% 02/16/2027										
04/16/24	04/16/24	GMCAR 2023-2 A3	362583AD8			295,000.00	0.00	1,098.88	1,098.88			
		DTD 04/12/2023 4.470% 02/16/2028										
04/16/24	04/16/24	GMCAR 2023-3 A3	36267KAD9			165,000.00	0.00	749.38	749.38			
		DTD 07/19/2023 5.450% 06/16/2028										
04/16/24	04/16/24	GMCAR 2022-1 A3	380146AC4			147,623.82	0.00	155.01	155.01			
		DTD 01/19/2022 1.260% 11/16/2026										
04/19/24	04/19/24	BANK OF AMERICA CORP NOTES	06051GFX2			425,000.00	0.00	7,437.50	7,437.50			
		DTD 04/19/2016 3.500% 04/19/2026										
04/20/24	04/20/24	VWALT 2022-A A3	92868AAC9			111,684.18	0.00	320.16	320.16			
		DTD 06/14/2022 3.440% 07/21/2025										
04/21/24	04/21/24	HAROT 2021-4 A3	43815GAC3			146,704.09	0.00	107.58	107.58			
		DTD 11/24/2021 0.880% 01/21/2026										



Managed Account Security Transactions & Interest

For the Month Ending April 30, 2024

City of Antioch - Investment Portfolio - 6090-002 - (04380500)											
Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L		Sale Method	
Trade	Settle							Cost	Amort Cost		
INTEREST											
04/22/24	04/22/24	WELLS FARGO & CO CORP NOTES	949746RW3	450,000.00	0.00	6,750.00	6,750.00				
		DTD 04/22/2016 3.000% 04/22/2026									
04/25/24	04/25/24	BMWOT 2022-A A3	05602RAD3	234,305.30	0.00	626.77	626.77				
		DTD 05/18/2022 3.210% 08/25/2026									
04/25/24	04/25/24	BMWOT 2023-A A3	05592XAD2	185,000.00	0.00	843.29	843.29				
		DTD 07/18/2023 5.470% 02/25/2028									
04/28/24	04/28/24	PNC FINANCIAL SERVICES CORP NOTE (CALLAB	693475BH7	345,000.00	0.00	9,782.48	9,782.48				
		DTD 10/28/2022 5.671% 10/28/2025									
Transaction Type Sub-Total				34,902,527.12	0.00	192,321.55	192,321.55				
PAYDOWNS											
04/01/24	04/25/24	FN BM4614	3140J9DU2	3,797.29	3,797.29	0.00	3,797.29	(249.20)	0.00		
		DTD 10/01/2018 3.000% 03/01/2033									
04/01/24	04/25/24	FHMS KJ28 A2	3137FREE7	664.20	664.20	0.00	664.20	41.54	0.00		
		DTD 02/27/2020 2.308% 10/01/2027									
04/01/24	04/25/24	FNA 2016-M12 A2	3136AUKX8	1,161.41	1,161.41	0.00	1,161.41	70.64	0.00		
		DTD 11/30/2016 2.526% 09/01/2026									
04/01/24	04/25/24	FHLMC MULTIFAMILY STRUCTURED POOL	3137FETM2	9,556.81	9,556.81	0.00	9,556.81	287.45	0.00		
		DTD 02/01/2018 3.350% 09/01/2028									
04/01/24	04/25/24	FNA 2016-M3 A2	3136ARTE8	21,272.98	21,272.98	0.00	21,272.98	720.46	0.00		
		DTD 03/31/2016 2.702% 02/01/2026									
04/01/24	04/25/24	FHMS K061 A2	3137BTUM1	946.10	946.10	0.00	946.10	44.61	0.00		
		DTD 01/30/2017 3.347% 11/01/2026									
04/15/24	04/15/24	CARMX 2021-2 A3	14314QAC8	8,890.25	8,890.25	0.00	8,890.25	1.92	0.00		
		DTD 04/21/2021 0.520% 02/17/2026									
04/15/24	04/15/24	HART 2021-C A3	44935FAD6	11,375.45	11,375.45	0.00	11,375.45	2.54	0.00		
		DTD 11/17/2021 0.740% 05/15/2026									
04/15/24	04/15/24	HART 2022-A A3	448977AD0	16,138.89	16,138.89	0.00	16,138.89	0.62	0.00		
		DTD 03/16/2022 2.220% 10/15/2026									
04/15/24	04/15/24	ALLYA 2022-1 A3	02008JACO	28,821.40	28,821.40	0.00	28,821.40	5.58	0.00		
		DTD 05/18/2022 3.310% 11/15/2026									



Managed Account Security Transactions & Interest

For the Month Ending April 30, 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										
PAYDOWNS											
04/15/24	04/15/24	KCOT 2022-1A A3	50117EAC8	25,601.39	25,601.39	0.00	25,601.39	3.66	0.00		
		DTD 03/23/2022 2.670% 10/15/2026									
04/15/24	04/15/24	CARMX 2021-3 A3	14317DAC4	17,650.52	17,650.52	0.00	17,650.52	2.90	0.00		
		DTD 07/28/2021 0.550% 06/15/2026									
04/15/24	04/15/24	TAOT 2022-B A3	89238FAD5	15,962.40	15,962.40	0.00	15,962.40	0.37	0.00		
		DTD 04/13/2022 2.930% 09/15/2026									
04/15/24	04/15/24	FORDO 2022-A A3	345286AC2	12,240.64	12,240.64	0.00	12,240.64	1.45	0.00		
		DTD 01/24/2022 1.290% 06/15/2026									
04/15/24	04/15/24	COPAR 2021-1 A3	14044CAC6	12,834.97	12,834.97	0.00	12,834.97	0.24	0.00		
		DTD 10/27/2021 0.770% 09/15/2026									
04/15/24	04/15/24	KCOT 2021-1A A3	50117TAC5	11,639.24	11,639.24	0.00	11,639.24	2.38	0.00		
		DTD 04/14/2021 0.620% 08/15/2025									
04/15/24	04/15/24	WOART 2021-D A3	98163KAC6	14,856.76	14,856.76	0.00	14,856.76	2.02	0.00		
		DTD 11/03/2021 0.810% 10/15/2026									
04/15/24	04/15/24	CARMX 2022-2 A3	14317HAC5	20,075.30	20,075.30	0.00	20,075.30	3.05	0.00		
		DTD 04/28/2022 3.490% 02/16/2027									
04/15/24	04/15/24	KCOT 2021-2A A3	50117XAE2	18,652.83	18,652.83	0.00	18,652.83	0.70	0.00		
		DTD 07/28/2021 0.560% 11/17/2025									
04/15/24	04/15/24	HART 2021-A A3	44933LAC7	8,699.27	8,699.27	0.00	8,699.27	0.92	0.00		
		DTD 04/28/2021 0.380% 09/15/2025									
04/15/24	04/15/24	HDMOT 2022-A A3	41284YAD8	29,220.51	29,220.51	0.00	29,220.51	4.86	0.00		
		DTD 04/20/2022 3.060% 02/15/2027									
04/16/24	04/16/24	GMCAR 2022-1 A3	380146AC4	11,126.23	11,126.23	0.00	11,126.23	0.97	0.00		
		DTD 01/19/2022 1.260% 11/16/2026									
04/16/24	04/16/24	GMCAR 2021-4 A3	362554AC1	8,055.14	8,055.14	0.00	8,055.14	0.21	0.00		
		DTD 10/21/2021 0.680% 09/16/2026									
04/16/24	04/16/24	GMCAR 2022-2 A3	362585AC5	13,425.21	13,425.21	0.00	13,425.21	2.81	0.00		
		DTD 04/13/2022 3.100% 02/16/2027									
04/20/24	04/20/24	VWALT 2022-A A3	92868AAC9	19,063.33	19,063.33	0.00	19,063.33	1.52	0.00		
		DTD 06/14/2022 3.440% 07/21/2025									
04/21/24	04/21/24	HAROT 2021-4 A3	43815GAC3	13,218.98	13,218.98	0.00	13,218.98	2.79	0.00		
		DTD 11/24/2021 0.880% 01/21/2026									
04/25/24	04/25/24	BMWOT 2022-A A3	05602RAD3	17,187.33	17,187.33	0.00	17,187.33	0.89	0.00		
		DTD 05/18/2022 3.210% 08/25/2026									



Managed Account Security Transactions & Interest

For the Month Ending April 30, 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
Transaction Type Sub-Total					372,134.83	372,134.83	0.00	372,134.83	957.90	0.00	
SELL											
03/25/24	04/01/24		BMW US CAPITAL LLC CORPORATE NOTES	05565ECC7	225,000.00	225,434.25	1,656.25	227,090.50	447.75	443.43	FIFO
03/26/24	04/01/24		BMW US CAPITAL LLC CORP NOTES	05565EBZ7	240,000.00	235,315.20	0.00	235,315.20	(4,459.20)	(4,609.67)	FIFO
04/02/24	04/04/24		US TREASURY NOTES	91282CEY3	1,250,000.00	1,220,556.64	8,241.76	1,228,798.40	(24,707.03)	(27,380.05)	FIFO
04/02/24	04/04/24		US TREASURY NOTES	91282CDS7	1,025,000.00	993,809.57	2,534.34	996,343.91	(23,342.78)	(29,106.47)	FIFO
04/02/24	04/04/24		AMERICAN EXPRESS CO CORP NOTES (CALLABLE)	025816CG2	150,000.00	148,534.50	666.67	149,201.17	(6,835.50)	(1,957.28)	FIFO
04/11/24	04/15/24		AMERICAN EXPRESS CO CORP NOTES (CALLABLE)	025816CG2	250,000.00	247,715.00	1,302.08	249,017.08	(11,235.00)	(3,001.00)	FIFO
04/11/24	04/15/24		COOPERAT RABOBANK UA/NY CORPORATE NOTES	21688AAU6	465,000.00	462,237.90	2,652.76	464,890.66	(2,548.20)	(2,724.35)	FIFO
Transaction Type Sub-Total					3,605,000.00	3,533,603.06	17,053.86	3,550,656.92	(72,679.96)	(68,335.39)	
Managed Account Sub-Total						(302,985.03)	202,014.47	(100,970.56)	(71,722.06)	(68,335.39)	
Total Security Transactions						(\$302,985.03)	\$202,014.47	(\$100,970.56)	(\$71,722.06)	(\$68,335.39)	



Account Statement

For the Month Ending **April 30, 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
CAMP Pool					
Opening Balance					
04/01/24	04/01/24	Purchase - Interest 05565EBZ7	1.00	3,900.00	306,595.75
04/01/24	04/01/24	Purchase - Interest 437076CV2	1.00	3,748.25	310,344.00
04/01/24	04/01/24	Purchase - Interest 857477BM4	1.00	7,397.55	317,741.55
04/01/24	04/01/24	Purchase - Principal 05565EBZ7	1.00	235,315.20	553,056.75
04/01/24	04/01/24	Purchase - Principal 05565ECC7	1.00	225,434.25	778,491.00
04/01/24	04/01/24	Purchase - Interest 05565ECC7	1.00	1,656.25	780,147.25
04/02/24	04/02/24	Redemption - Principal 05565ECH6	1.00	(549,345.50)	230,801.75
04/03/24	04/03/24	Purchase - Interest 02665WEQ0	1.00	10,814.58	241,616.33
04/04/24	04/04/24	Purchase - Interest 025816CG2	1.00	666.67	242,283.00
04/04/24	04/04/24	Purchase - Principal 025816CG2	1.00	148,534.50	390,817.50
04/04/24	04/04/24	Purchase - Interest 91282CDS7	1.00	2,534.34	393,351.84
04/04/24	04/04/24	Purchase - Principal 91282CDS7	1.00	993,809.57	1,387,161.41
04/04/24	04/04/24	Purchase - Interest 91282CEY3	1.00	8,241.76	1,395,403.17
04/04/24	04/04/24	Purchase - Principal 91282CEY3	1.00	1,220,556.64	2,615,959.81
04/04/24	04/04/24	Redemption - Principal 91282CKE0	1.00	(2,233,740.23)	382,219.58
04/04/24	04/04/24	Redemption - Interest 91282CKE0	1.00	(5,197.01)	377,022.57
04/04/24	04/04/24	Redemption - Principal 00724PAE9	1.00	(334,832.50)	42,190.07
04/15/24	04/15/24	Purchase - Interest 539830BU2	1.00	9,281.25	51,471.32
04/15/24	04/15/24	Purchase - Interest 91282CGV7	1.00	47,812.50	99,283.82
04/15/24	04/15/24	Purchase - Interest 91324PEN8	1.00	4,635.00	103,918.82
04/15/24	04/15/24	Purchase - Interest 02008JAC0	1.00	1,125.49	105,044.31



Account Statement

For the Month Ending **April 30, 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
CAMP Pool					
04/15/24	04/15/24	Purchase - Interest 02008MAC3	1.00	3,748.50	108,792.81
04/15/24	04/15/24	Purchase - Interest 02582JJT8	1.00	2,302.38	111,095.19
04/15/24	04/15/24	Purchase - Interest 02582JJX9	1.00	1,113.75	112,208.94
04/15/24	04/15/24	Purchase - Interest 02582JJZ4	1.00	1,217.50	113,426.44
04/15/24	04/15/24	Purchase - Interest 05522RDG0	1.00	1,077.75	114,504.19
04/15/24	04/15/24	Purchase - Interest 14041NFY2	1.00	433.33	114,937.52
04/15/24	04/15/24	Purchase - Interest 14041NFB9	1.00	1,166.67	116,104.19
04/15/24	04/15/24	Purchase - Interest 14041NGA3	1.00	2,152.17	118,256.36
04/15/24	04/15/24	Purchase - Interest 14044CAC6	1.00	101.67	118,358.03
04/15/24	04/15/24	Purchase - Interest 14314QAC8	1.00	27.51	118,385.54
04/15/24	04/15/24	Purchase - Interest 14317DAC4	1.00	94.55	118,480.09
04/15/24	04/15/24	Purchase - Interest 14317HAC5	1.00	942.56	119,422.65
04/15/24	04/15/24	Purchase - Interest 14318MAD1	1.00	1,869.21	121,291.86
04/15/24	04/15/24	Purchase - Interest 14318UAD3	1.00	2,981.50	124,273.36
04/15/24	04/15/24	Purchase - Interest 161571HT4	1.00	3,719.50	127,992.86
04/15/24	04/15/24	Purchase - Interest 161571HV9	1.00	2,740.83	130,733.69
04/15/24	04/15/24	Purchase - Interest 254683CP8	1.00	128.08	130,861.77
04/15/24	04/15/24	Purchase - Interest 254683CS2	1.00	1,577.00	132,438.77
04/15/24	04/15/24	Purchase - Interest 254683CW3	1.00	1,972.83	134,411.60
04/15/24	04/15/24	Purchase - Interest 254683CY9	1.00	2,406.42	136,818.02
04/15/24	04/15/24	Purchase - Interest 31680EAD3	1.00	2,580.67	139,398.69
04/15/24	04/15/24	Purchase - Interest 344928AD8	1.00	1,065.63	140,464.32



Account Statement

For the Month Ending **April 30, 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
CAMP Pool					
04/15/24	04/15/24	Purchase - Interest 344930AD4	1.00	1,351.08	141,815.40
04/15/24	04/15/24	Purchase - Interest 345286AC2	1.00	163.69	141,979.09
04/15/24	04/15/24	Purchase - Interest 34535EAD4	1.00	1,433.68	143,412.77
04/15/24	04/15/24	Purchase - Interest 41284YAD8	1.00	921.43	144,334.20
04/15/24	04/15/24	Purchase - Interest 41285JAD0	1.00	1,515.00	145,849.20
04/15/24	04/15/24	Purchase - Interest 437927AC0	1.00	1,437.92	147,287.12
04/15/24	04/15/24	Purchase - Interest 446144AE7	1.00	1,394.67	148,681.79
04/15/24	04/15/24	Purchase - Interest 448977AD0	1.00	407.47	149,089.26
04/15/24	04/15/24	Purchase - Interest 44933DAD3	1.00	3,234.00	152,323.26
04/15/24	04/15/24	Purchase - Interest 44933LAC7	1.00	9.99	152,333.25
04/15/24	04/15/24	Purchase - Interest 44933XAD9	1.00	776.33	153,109.58
04/15/24	04/15/24	Purchase - Interest 44935FAD6	1.00	68.92	153,178.50
04/15/24	04/15/24	Purchase - Interest 50117EAC8	1.00	1,123.63	154,302.13
04/15/24	04/15/24	Purchase - Interest 50117JAC7	1.00	2,283.58	156,585.71
04/15/24	04/15/24	Purchase - Interest 50117KAC4	1.00	1,526.92	158,112.63
04/15/24	04/15/24	Purchase - Interest 50117TAC5	1.00	34.95	158,147.58
04/15/24	04/15/24	Purchase - Interest 50117XAE2	1.00	79.79	158,227.37
04/15/24	04/15/24	Purchase - Interest 58768PAC8	1.00	3,755.54	161,982.91
04/15/24	04/15/24	Purchase - Interest 65480JAC4	1.00	1,839.75	163,822.66
04/15/24	04/15/24	Purchase - Interest 65480WAD3	1.00	2,045.83	165,868.49
04/15/24	04/15/24	Purchase - Interest 891940AC2	1.00	1,311.83	167,180.32
04/15/24	04/15/24	Purchase - Interest 891941AD8	1.00	1,648.50	168,828.82



Account Statement

For the Month Ending **April 30, 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
CAMP Pool					
04/15/24	04/15/24	Purchase - Interest 89231CAD9	1.00	705.00	169,533.82
04/15/24	04/15/24	Purchase - Interest 89238FAD5	1.00	603.36	170,137.18
04/15/24	04/15/24	Purchase - Interest 89239HAD0	1.00	1,060.00	171,197.18
04/15/24	04/15/24	Purchase - Interest 98163KAC6	1.00	124.05	171,321.23
04/15/24	04/15/24	Purchase - Interest 025816CG2	1.00	1,302.08	172,623.31
04/15/24	04/15/24	Purchase - Principal 025816CG2	1.00	247,715.00	420,338.31
04/15/24	04/15/24	Purchase - Interest 21688AAU6	1.00	2,652.76	422,991.07
04/15/24	04/15/24	Purchase - Principal 21688AAU6	1.00	462,237.90	885,228.97
04/15/24	04/15/24	Purchase - Principal 14317HAC5	1.00	20,075.30	905,304.27
04/15/24	04/15/24	Purchase - Principal 14317DAC4	1.00	17,650.52	922,954.79
04/15/24	04/15/24	Purchase - Principal 14044CAC6	1.00	12,834.97	935,789.76
04/15/24	04/15/24	Purchase - Principal 14314QAC8	1.00	8,890.25	944,680.01
04/15/24	04/15/24	Purchase - Principal 02008JAC0	1.00	28,821.40	973,501.41
04/15/24	04/15/24	Purchase - Principal 345286AC2	1.00	12,240.64	985,742.05
04/15/24	04/15/24	Purchase - Principal 44935FAD6	1.00	11,375.45	997,117.50
04/15/24	04/15/24	Purchase - Principal 98163KAC6	1.00	14,856.76	1,011,974.26
04/15/24	04/15/24	Purchase - Principal 44933LAC7	1.00	8,699.27	1,020,673.53
04/15/24	04/15/24	Purchase - Principal 41284YAD8	1.00	29,220.51	1,049,894.04
04/15/24	04/15/24	Purchase - Principal 89238FAD5	1.00	15,962.40	1,065,856.44
04/15/24	04/15/24	Purchase - Principal 448977AD0	1.00	16,138.89	1,081,995.33
04/15/24	04/15/24	Purchase - Principal 50117XAE2	1.00	18,652.83	1,100,648.16
04/15/24	04/15/24	Purchase - Principal 50117TAC5	1.00	11,639.24	1,112,287.40



Account Statement

For the Month Ending **April 30, 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
CAMP Pool					
04/16/24	04/16/24	Purchase - Interest 362554AC1	1.00	57.93	1,112,345.33
04/16/24	04/16/24	Purchase - Interest 362583AD8	1.00	1,098.88	1,113,444.21
04/16/24	04/16/24	Purchase - Interest 362585AC5	1.00	576.10	1,114,020.31
04/16/24	04/16/24	Purchase - Interest 36265WAD5	1.00	1,031.33	1,115,051.64
04/16/24	04/16/24	Purchase - Interest 36267KAD9	1.00	749.38	1,115,801.02
04/16/24	04/16/24	Purchase - Interest 380146AC4	1.00	155.01	1,115,956.03
04/16/24	04/16/24	Purchase - Principal 362554AC1	1.00	8,055.14	1,124,011.17
04/16/24	04/16/24	Purchase - Principal 380146AC4	1.00	11,126.23	1,135,137.40
04/16/24	04/16/24	Purchase - Principal 362585AC5	1.00	13,425.21	1,148,562.61
04/16/24	04/16/24	Purchase - Principal 50117EAC8	1.00	25,601.39	1,174,164.00
04/16/24	04/16/24	Redemption - Principal 91282CKH3	1.00	(1,090,804.69)	83,359.31
04/16/24	04/16/24	Redemption - Interest 91282CKH3	1.00	(2,163.93)	81,195.38
04/19/24	04/19/24	Purchase - Interest 06051GFX2	1.00	7,437.50	88,632.88
04/22/24	04/22/24	Purchase - Interest 949746RW3	1.00	6,750.00	95,382.88
04/22/24	04/22/24	Purchase - Interest 92868AAC9	1.00	320.16	95,703.04
04/22/24	04/22/24	Purchase - Interest 43815GAC3	1.00	107.58	95,810.62
04/22/24	04/22/24	Purchase - Principal 43815GAC3	1.00	13,218.98	109,029.60
04/22/24	04/22/24	Purchase - Principal 92868AAC9	1.00	19,063.33	128,092.93
04/25/24	04/25/24	Purchase - Interest 3140J9DU2	1.00	494.75	128,587.68
04/25/24	04/25/24	Purchase - Interest 3137FREE7	1.00	1,082.53	129,670.21
04/25/24	04/25/24	Purchase - Interest 3137FETM2	1.00	1,253.27	130,923.48
04/25/24	04/25/24	Purchase - Interest 3137F1G44	1.00	1,553.94	132,477.42



Account Statement

For the Month Ending **April 30, 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
CAMP Pool					
04/25/24	04/25/24	Purchase - Interest 3137BVZ82	1.00	1,429.17	133,906.59
04/25/24	04/25/24	Purchase - Interest 3137BUX60	1.00	1,422.08	135,328.67
04/25/24	04/25/24	Purchase - Interest 3137BTUM1	1.00	1,384.30	136,712.97
04/25/24	04/25/24	Purchase - Interest 3137BSP72	1.00	1,890.26	138,603.23
04/25/24	04/25/24	Purchase - Interest 3137BRQJ7	1.00	2,462.92	141,066.15
04/25/24	04/25/24	Purchase - Interest 3137BNGT5	1.00	2,573.44	143,639.59
04/25/24	04/25/24	Purchase - Interest 3137BN6G4	1.00	1,372.71	145,012.30
04/25/24	04/25/24	Purchase - Interest 3136AUKX8	1.00	1,348.21	146,360.51
04/25/24	04/25/24	Purchase - Interest 3136ARTE8	1.00	671.82	147,032.33
04/25/24	04/25/24	Purchase - Interest 05602RAD3	1.00	626.77	147,659.10
04/25/24	04/25/24	Purchase - Interest 05592XAD2	1.00	843.29	148,502.39
04/25/24	04/25/24	Purchase - Principal 05602RAD3	1.00	17,187.33	165,689.72
04/25/24	04/25/24	Purchase - Principal 3136AUKX8	1.00	1,161.41	166,851.13
04/25/24	04/25/24	Purchase - Principal 3136ARTE8	1.00	21,272.98	188,124.11
04/25/24	04/25/24	Purchase - Principal 3137BTUM1	1.00	946.10	189,070.21
04/25/24	04/25/24	Purchase - Principal 3137FETM2	1.00	9,556.81	198,627.02
04/25/24	04/25/24	Purchase - Principal 3137FREE7	1.00	664.20	199,291.22
04/25/24	04/25/24	Purchase - Principal 3140J9DU2	1.00	3,797.29	203,088.51
04/29/24	04/29/24	Purchase - Interest 693475BH7	1.00	9,782.48	212,870.99
04/29/24	04/29/24	IP Fees March 2024	1.00	(7,992.94)	204,878.05
04/29/24	04/29/24	U.S. Bank Fees February 2024	1.00	(509.15)	204,368.90
04/30/24	05/01/24	Accrual Income Div Reinvestment - Distributions	1.00	735.85	205,104.75



For the Month Ending **April 30, 2024**

Account Statement

City of Antioch - Investment Portfolio - 6090-002

Trade Date	Settlement Date	Transaction Description	Month of April	Fiscal YTD July-April	Closing Balance Average Monthly Balance Monthly Distribution Yield	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
Closing Balance								
								205,104.75
Opening Balance			302,695.75	0.00			205,104.75	
Purchases			4,126,994.95	35,352,469.52			164,817.83	
Redemptions (Excl. Checks)			(4,224,585.95)	(35,147,364.77)				
Check Disbursements			0.00	0.00			5.44%	
Closing Balance			205,104.75	205,104.75				
Cash Dividends and Income			735.85	6,807.36				



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 25, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lauren Posada, City Treasurer *LP*

SUBJECT: Statement of Investment Policy

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the Statement of Investment Policy.

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

State law requires that cities adopt investment guidelines and the City's investment policy further requires that the City Treasurer render the policy to City Council for review when any changes are made, or at least every two years. The existing policy was last updated and approved by City Council in June 2022. The policy was provided to the City's investment advisors, PFM, for review to ensure it is in compliance with current government codes. PFM has proposed changes to update our policy with current government code provisions that the Finance Director and City Treasurer have reviewed and concur with. It is recommended City Council adopt the resolution approving the policy. See Exhibit 1 to Attachment A for the policy with changes redlined on the document.

ATTACHMENTS

- A. Resolution of the City Council of the City of Antioch Approving the Statement of Investment Policy.
 - Exhibit 1 - Statement of Investment Policy

RESOLUTION NO. 2024/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING
THE STATEMENT OF INVESTMENT POLICY

WHEREAS, California Government Code sections 53600 et seq. allow a city to make investments with money not required for immediate needs, but limits the kinds of investments that a city can make; and

WHEREAS, when investing, State law requires that the primary objective of a trustee shall be to safeguard the principal of the funds under its control; the secondary objective shall be to meet the liquidity needs of the depositor; and the third objective shall be to achieve a return on the funds under its control.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Antioch hereby approves the Statement of Investment Policy, as attached hereto as Exhibit 1.

* * * * *

I **HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of June 2024, by the following vote:

AYES:

ABSENT:

NOES:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

**CITY OF ANTIOCH
STATEMENT OF INVESTMENT POLICY**

I. INTRODUCTION

The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment process. The initial step toward a prudent investment policy is to organize and formalize investment related activities. Related activities which comprise good cash management include accurate cash projection, the expeditious collection of revenue, the control of disbursements, cost effective banking relations, and a short term borrowing program which coordinates working capital requirements and investment opportunity. In concert with these requirements are the many facets of an appropriate and secure short term investment program.

II. OBJECTIVES

- A. Safety of principal is the foremost objective of the City, followed by liquidity and yield. Each investment transaction shall seek to first ensure that capital losses are avoided, whether they are from securities defaults or erosion of market value.
- B. Investment decisions should not incur unreasonable investment risks in order to obtain current investment income.
- C. The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated. This need for investment liquidity may be tempered to the extent that the City is able to issue short term notes to meet its operating requirements.
- D. The investment portfolio shall be managed to attain a market average rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and cash flow requirements, and state and local law, ordinances or resolutions that restrict the placement of short term funds.
- E. Portfolio performance will be measured against a total return index with securities with similar attributes and similar average maturity, e.g., the Merrill Lynch 1-3 Year U.S. Treasury Index.
- F. The City's investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks associated with concentrating investments in specific security types or in individual financial institutions.
- G. While the City will not make investments for the purpose of trading or speculation as the dominant criterion, the City Treasurer shall seek to enhance total portfolio return by means of active portfolio management. The prohibition of speculative investments precludes pursuit of gain or profit through unusual risk and precludes investments primarily directed at gains or profits from conjectural fluctuations in market prices. However, as long as the original investments can be justified by their ordinary earning power, trading in response to changes in market value or market direction is a requirement of portfolio management.
- H. The City adheres to the guidance provided by the "prudent investor rule", which states that, "when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."
- I. All participants in the investment process shall act responsibly as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. Nevertheless, in a diversified portfolio, it must be recognized that occasional measured losses are inevitable, and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

III. DELEGATION OF AUTHORITY

CITY OF ANTIOCH STATEMENT OF INVESTMENT POLICY

The responsibility for conducting the City's investment program resides with the City Treasurer, who shall establish written procedures for the operation of the investment program, consistent with this investment policy. Such procedures shall include explicit delegation of authority for all investment activities. Transactions may be delegated to an independent investment advisor registered with the SEC who will meet at least quarterly with the City Treasurer and Finance Director to review general strategies and monitor results.

IV. PERMITTED INVESTMENT INSTRUMENTS

The City of Antioch shall strive to maintain the level of investment of all idle funds as near 100% as possible, through daily and projected cash flow determinations. Idle cash management and investment transactions are the responsibility of the City Treasurer. The City Treasurer, or designee, is authorized to purchase the following investment instruments.

Investment of City funds is governed by the California Government Code Sections 53600 et seq., within the context of the limitations, the following investments are authorized, as further limited herein. A security purchased in accordance with this section shall not have a forward settlement date exceeding 45 days from the time of investment.

Where this section specifies a percentage limitation for a particular security type, that percentage is applied on the date of purchase. Credit criteria listed in this section refers to the credit rating at the time the security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the City Treasurer, or designee, will perform a timely review and decide whether to sell or hold the investment.

- A. U.S. Treasury, notes, bonds, bills, or other certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- B. Federal agency or United States government-sponsored enterprise obligations, participation, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- C. Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency.
- D. Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California.
- E. Repurchase Agreements. Repurchase agreements are to be used solely as short-term investments not to exceed 30 days. The City may enter into repurchase agreements with primary government securities dealers rated "A" or better by two nationally recognized rating organizations (NRSRO). Counterparties should also have (i) a short-term credit rating in the highest category by an NRSRO; (ii) minimum assets and capital size of \$25 billion in assets and \$350 million in capital; (iii) five years of acceptable audited financial results; and (iv) a strong reputation among market participants.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities will be acceptable collateral. All securities underlying repurchase agreements must be delivered to the City's custodian bank versus payment or be handled under a properly executed tri-party repurchase agreement. The total market value of all collateral for each repurchase agreement must equal or exceed 102% of the total dollar value of the money invested by the City for the term of the investment. For any repurchase agreement with a term of more than one day, the value of the underlying securities must be reviewed on an on-going basis according to market conditions. Market value must be calculated each time there is a substitution of collateral.

**CITY OF ANTIOCH
STATEMENT OF INVESTMENT POLICY**

The City or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to repurchase agreement. The City shall have properly executed a SIFMA agreement with each counter party with which it enters into repurchase agreements.

- F. Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as bankers' acceptances. Purchases of bankers' acceptances may not exceed 180 days' maturity, or 40% of the City's surplus money that may be invested. Eligible bankers' acceptances are restricted to issuing financial institutions with short-term paper rated in the highest category by an NRSRO.
- G. Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by an NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2) below:
 - 1. The entity meets the following criteria: (A) is organized and operating in the United States as a general corporation. (B) has total assets in excess of five hundred million dollars (\$500,000,000). (C) has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by an NRSRO.
 - 2. The entity meets the following criteria: (a) is organized within the United States as a special purpose corporation, trust, or limited liability company. (b) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond. (c) Has commercial paper that is rated "A-1", or its equivalent or higher by an NRSRO.

Eligible commercial paper shall have a maximum maturity of 270 days or less. The City may invest no more than 40% of its money in eligible commercial paper If the City's investable assets fall below \$100 million, the City may invest no more than 25% of its money in eligible commercial paper.

- H. Medium term notes with a maximum maturity of five years issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States shall be rated in a rating category of "A" or its equivalent or better by an NRSRO. Purchases of medium term notes may not exceed 30% of the City's portfolio.
- I. FDIC-insured or fully collateralized time certificates of deposit in financial institutions located in California, including U.S. branches of foreign banks licensed to do business in California. All time deposits must be collateralized in accordance with California Government Code Section 53561, either at 150% by promissory notes secured by first mortgages and first trust deeds upon improved residential property in California eligible under Section (m) or at 110% by eligible marketable securities listed in Subsections (a) through (l) and (n) and (o). To be eligible to receive local agency deposits, a financial institution must have received a minimum overall satisfactory rating for meeting the credit needs of California Communities its most recent evaluation.
- J. Negotiable Certificates of Deposit issued by a nationally or state-chartered bank or a state or federal savings and loan association, a state or federal credit union, or by a federally- or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit may not exceed 30% of the City's surplus money.
 - 1. Certificates with maturities up to one year shall have an "A-1" rating, or its equivalent or higher, as provided for by an NRSRO.
 - 2. Certificates with maturities greater than one year and through five years shall be rated in a rating category of "A," its equivalent or better by an NRSRO.
- K. State of California's Local Agency Investment Fund (LAIF). Investment in LAIF may not exceed the amount specified by the State Treasurer.
 - 1. The LAIF portfolio should be reviewed periodically.

**CITY OF ANTIOCH
STATEMENT OF INVESTMENT POLICY**

- L. California Asset Management Program (CAMP).
- M. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision these companies shall either:
1. Attain the highest ranking letter or numerical rating provided by not less than two of the three largest NRSROs or
 2. Have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience managing money market mutual funds and with assets under management in excess of \$500,000,000.

The purchase price of shares shall not exceed 20 percent of the investment portfolio of the City.

N. Asset-Backed Securities

A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond.

For securities eligible for investment under this subdivision not issued or guaranteed by an agency or issuer identified in subdivision (b) or (f), the following limitations apply:

- (A) The security shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less.
 - (B) Purchase of securities authorized by this paragraph shall not exceed 20 percent of the agency's surplus moneys that may be invested pursuant to this section.
- O. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO.

Purchases of these securities shall not exceed 30 percent of the investment portfolio of the City.

- P. Insured savings account or money market account. To be eligible to receive local agency deposits, a financial institution must have received a minimum overall satisfactory rating for meeting the credit needs of California Communities in its most recent evaluation.

V. PROHIBITED INVESTMENTS

Any security type or structure not specifically approved by this policy is hereby specifically prohibited. Security types which are thereby prohibited include, but are not limited to:

1. Reverse repurchase agreements.
2. The City shall not invest any funds in inverse floaters, range notes, or interest only strips that are derived from a pool of mortgages, or in any security that could result in zero interest accrual if held to maturity.

**CITY OF ANTIOCH
STATEMENT OF INVESTMENT POLICY**

3. The City will not invest in any companies that produce alcohol for public consumption or tobacco products.

Notwithstanding the prohibitions stated in the above paragraph, the City may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. The City may hold these instruments until their maturity dates.

VI. MATURITY

Investment maturities shall be based on a review of cash flow forecasts. Maturities will be scheduled as to permit the City to meet all projected obligations. No investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement as authorized by this section that at the time of the investment has a term remaining to maturity in excess of five years unless City Council has provided approval for a specific purpose at least three months before the investment is made. The City Council has approved agency mortgage-backed securities (MBS) as permitted by Section IV.B. of this Policy to have a final maturity longer than five years. The weighted average life (WAL) of agency MBS may not exceed five years. For purposes of compliance with this Policy, an investment's term or remaining maturity shall be measured from the settlement date to final maturity.

VII. DIVERSIFICATION

It is City policy to diversify the investment portfolio in order to reduce the risk of loss resulting from other concentration of assets in a specific maturity, a specific issuer, or a specific class of securities. The following strategies and constraints shall apply:

- A. Maturities shall be selected which provide for stability of income and reasonable liquidity.
- B. Concern for liquidity shall be insured through practices that include covering the next vendor disbursement date and payroll date through maturing investments.
- C. Risks of market price volatility shall be controlled through the appropriate management of the portfolio's duration versus the benchmark duration. Whereby duration is used as a measure of the portfolio's sensitivity to changes in interest rates which cause market price volatility.
- D. Specific diversification limitation shall be imposed on the portfolio as follows:
 1. The portfolio's duration should be appropriately positioned relative to benchmark duration during rising and falling interest rate environments.
 2. Except for fully collateralized deposits, investments in pooled funds such as LAIF, CAMP, and money market funds, instruments of the U.S. Government or its Agencies and securities issued by the IBRD, IFC, and IADB, no more than 5% of the overall portfolio may be invested in the securities of a single financial institution.
 3. In accordance with California statutes, City deposits including collateralized certificates of deposit shall not exceed the total paid up capital (to include capital notes and debentures) and surplus of any depository bank, or the total of the net worth of any savings and loan association.

VIII. RISK TOLERANCE

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Portfolio diversification is employed as a way to control risk. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. The City Treasurer shall periodically establish guidelines and strategies to control risks of default, market price changes and illiquidity.

**CITY OF ANTIOCH
STATEMENT OF INVESTMENT POLICY**

In addition to these general policy considerations, the following specific policies will be strictly observed.

A. All investment funds will be placed directly with qualified financial institutions. The City will not deposit or invest funds through third parties or money brokers.

B. All transactions will be executed on a delivery versus payment basis with one exception: Upon the City's receipt of an account number from an authorized official, a California savings and loan institution and Bay Area banks shall have 48 hours from the transaction settlement date in which to deliver the certificate of deposit for a collateralized deposit to the City's safekeeping, even though payment is made by the City on the settlement date.

C. A competitive bid process, utilizing a minimum of three financial institutions deemed eligible by the City's Investment Advisor, will be used to place all investment purchases. Based on a quarterly evaluation, securities dealers, banks and other financial institutions will be dropped or continued on the eligibility list. The following criteria will be used in the quarterly evaluation:

1. Number of transactions competitively won.
2. Prompt and accurate confirmation of transactions.
3. Efficient securities delivery.
4. Accurate market information account servicing.

D. The City Treasurer shall forward a copy of and updates to the City's Investment Policy to the City's Investment Advisor and require written acknowledgment of the Policy.

IX. SAFEKEEPING AND CUSTODY

To protect against potential fraud and embezzlement, the assets of the City shall be held in the City's vault or secured through third party custody and safekeeping procedures. City Treasurer or designee shall be bonded to protect the public against possible embezzlement and malfeasance. Safekeeping procedures shall be reviewed annually by an independent auditor. The auditor may conduct surprise audits of safekeeping and custodial procedures.

All securities will be received and delivered using standard delivery versus payment procedures.

X. REPORTING REQUIREMENTS

The City Treasurer shall render to the City Council at least a quarterly investment report, which shall include, at a minimum, the following information for each individual investment:

1. Type of investment instrument (i.e., Treasury Bill, medium term note);
2. Issuer name (i.e., General Electric Credit Corporation);
3. Purchase date (trade and settlement date);
4. Maturity date;
5. Par value;
6. Purchase price;
7. Current market value and the source of the valuation;
8. Overall portfolio yield based on cost.

The quarterly report also shall (a) state compliance of the portfolio to the statement of investment policy, or manner in which the portfolio is not in compliance; (b) include a description of any of the City's funds, investments, or programs that are under the management of contracted parties, including lending programs; and (c) include a statement denoting the ability of the City to meet its expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

As a good reporting practice, the Report will be submitted on a quarterly basis and provided to the Council.

**CITY OF ANTIOCH
STATEMENT OF INVESTMENT POLICY**

The Treasurer will submit to City Council a monthly report of investment transactions.

XI. INVESTMENT POLICY REVIEW

The Statement of Investment Policy shall be reviewed annually by the City Treasurer and shall be rendered to the City Council at a public meeting when any changes are proposed or at least every two years.

XII. INTERNAL CONTROLS

The Finance Director and Treasurer are responsible for establishing and maintaining an internal control structure designed to ensure that the financial assets of the City are protected from loss, theft, fraud and misuse.

XIII. INVESTMENT POOLS/MUTUAL FUNDS

The Treasurer will perform due diligence reviews of pools and funds prior to investing, and on a continual basis.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 25, 2024

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: REJECTION OF CLAIMS: AARON WASHINGTON,
DMITRIY SHORNIKOV AND JUSTINE BOBO

RECOMMENDED ACTION

It is recommended that the City Council reject the claims submitted by Aaron Washington, Dmitry Shornikov and Justine Bobo.

Should the City Council desire to discuss this matter, it would be scheduled for a future closed session.

ATTACHMENTS

None.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 25, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Elizabeth Householder, MPP, City Clerk
Vanessa Rosales, CMC, Administrative Analyst I *VR*

APPROVED BY: Thomas Lloyd Smith, City Attorney

SUBJECT: Resolution requesting and consenting to the consolidation of elections and setting specifications of the election order for the November 5, 2024, Statewide General Municipal Election for elected officials – Mayor, Council Members District 2 and District 3, City Clerk and City Treasurer

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution:

1. Requesting and consenting to consolidation of elections with the Contra Costa County Elections Division;
2. Limiting the Candidate Statement word count to 250 words;
3. Clarifying filing costs for the November 5, 2024 General Election; and
4. Amending the Fiscal Year 2024/25 General Fund budget for the cost of the election.

FISCAL IMPACT

Elections Code Section 10002 requires the City of Antioch to reimburse the Contra Costa County Elections Division (County) in full for the services performed during the election. The estimated cost to the City for the November 5, 2024 General Election is \$257,172 of which only \$123,305 is in the Fiscal Year 2024/2025 City Clerk's General Fund Budget. Therefore, a budget amendment of \$133,867 is required.

DISCUSSION

In accordance with Ordinance No. 2141-C-S adopted by the City Council on May 8, 2018, four council members will be elected By-District. Each council member elected in the November 5, 2024, General Municipal Election for District 2 and District 3 will serve a four

(4) year term. The Mayor, City Clerk and City Treasurer will be elected at-large and each will also serve a four (4) year term.

At a regular meeting on April 12, 2022, the City Council of the City of Antioch adopted Resolution No. 2022/51 the Final Redistricting Map, adjusting and redefining the boundaries of the City Council electoral districts of the City.

Elections Code Section 10403 requires that whenever an election is called by a City for an office to be filled, it is to be consolidated with a statewide election and the office to be filled is to appear upon the same ballot as that provided for that statewide election. The City is required to file with the Contra Costa County Board of Supervisors and the County Elections Official, a certified copy of the resolution requesting the consolidation, and setting specifications of the election order, no later than July 3, 2024.

The nomination period for the Candidates in the November 5, 2024, General Municipal Election opens on **Monday, July 15, 2024**. The deadline for filing papers to be a candidate for office will be **Friday, August 9, 2024, at 5:00 p.m.** (Elections Code Section 10407(a)). The City Clerk's Office will be open Monday through Friday, from 8:30 a.m. to 5:00 p.m. at City Hall.

Candidates are strongly encouraged to make appointments with the City Clerk's Office to pick up and file nomination papers for better service. Appointments can be made by calling the City Clerk's Office at 925-779-7009, or by email to cityclerk@antiochca.gov.

There is a \$25 Filing Fee (Ordinance No. 2088-C-S and Elections Code Section 10228) for a candidate to file nomination papers with the City Clerk's Office.

In accordance with Elections Code 13307, the Contra Costa County Elections Division has established a cost to file a 250-word maximum Candidate Statement to be published in the Voter's Pamphlet for each office. The cost is based on the candidate statement being printed in **English, Spanish and Chinese**, as now required by California State Law.

Mayor, Clerk, and Treasurer:	\$1,424.00
Council District 2:	\$452.00
Council District 3:	\$524.00

Candidates are not required to publish a candidate statement, but if they choose to do so, they will pay the cost plus the \$25 Filing Fee. As a condition of having the Candidate's Statement published, each candidate shall pay the full cost to the City at the time of filing.

ATTACHMENT

Resolution

RESOLUTION NO. 2024/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA
COSTA TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON
NOVEMBER 5, 2024, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD
ON THE DATE PURSUANT TO ELECTIONS CODE SECTION 10403 AND
AMENDING THE GENERAL FUND BUDGET FOR THE COST OF THE ELECTION**

WHEREAS, the City Council has ordered a Municipal Election to be held on Tuesday, November 5, 2024, to fill certain municipal offices: Mayor, City Clerk, City Treasurer, Councilmember District 2, and Councilmember District 3; to four-year terms, in accordance with Ordinance No. 2141-C-S adopted May 8, 2018;

WHEREAS, at a Regular Meeting on April 12, 2022, the City Council of the City of Antioch adopted Resolution No. 2022/51 the Final Redistricting Map, adjusting and redefining the boundaries of the City Council electoral districts of the City;

WHEREAS, other elections may be held in whole or in part of the territory of the City and it is to the advantage of the City to consolidate pursuant to California Elections Code Section 10002;

WHEREAS, California Elections Code Section 10002 requires the City to reimburse the county in full for the services performed upon presentation of a bill to the City by the County Elections Official;

WHEREAS, the City Clerk's Fiscal Year 2024/25 General Fund budget does not have sufficient funding for the estimated election cost reimbursement to the county and requires an amendment of \$133,867;

WHEREAS, California Elections Code Section 13307 requires that before the nomination period opens, the governing body must determine whether a charge shall be levied against each candidate submitting a candidate's statement to be sent to the voters, and, if so, may establish the amount of the charge and determine whether the cost will be paid in advance;

WHEREAS, California Elections Code Section 12101 requires the publication of a notice of the election once in a newspaper of general circulation in the City; and

WHEREAS, tie votes shall be determined by lot unless the City Council adopts the provisions of California Elections Code Section 15651(b) prior to the conduct of the election resulting in the tie vote.

NOW, THEREFORE, BE IT ORDERED that an election be held in the City of Antioch in accordance with the following specifications:

RESOLUTION NO. 2024/**

June 25, 2024

Page 2

1. The Election shall be held on **Tuesday, the 5th day of November 2024**. The purpose of the election is to choose successors for the following offices:
 - **MAYOR** – Term of four (4) years
 - **COUNCIL MEMBER DISTRICT 2** – Term of four (4) years (Ordinance No. 2141-C-S)
 - **COUNCIL MEMBER DISTRICT 3** – Term of four (4) years (Ordinance No. 2141-C-S)
 - **CITY CLERK** – Term of four (4) years
 - **CITY TREASURER** – Term of four (4) years
2. This City Council hereby requests and consents to the consolidation of this election with other elections, which may be held in whole or in part of the territory of the City, as provided in Elections Code 10002.
3. The City will reimburse the County for the actual cost incurred in conducting the election upon receipt of a bill stating the amount due as determined by the elections official.
4. The Candidate's Statements will be limited to 250 words. As a condition of having the Candidate's Statement published, the Candidate shall pay the cost at the time of filing. The exact cost for the Candidate's Statement will be determined by the Contra Costa County Elections Division.
5. In addition, the candidate will pay the \$25 Filing Fee to the City Clerk/Elections Official at the time of filing (Ordinance No. 2088-C-S).
6. The City Clerk is to publish the Notice of Election in the East Bay Times, which is a newspaper of general circulation that is published daily in the City.
7. The City Council has determined that in the event of a tie vote, the tie will be determined by lot, pursuant to California Elections Code Section 15651(b).
8. The City directs that a certified copy of this resolution be forwarded to the Contra Costa County Registrar of Voters and to the Board of Supervisors of Contra Costa County.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves a General Fund budget amendment in the amount of \$133,867 for the estimated cost of the election and directs the Acting City Manager or designee to complete the amendment.

RESOLUTION NO. 2024/**

June 25, 2024

Page 3

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:


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




STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 25, 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: Amendment No. 1 to Consulting Services Agreement with Check Processors Inc. for Lockbox Services

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving an amendment to the agreement with Check Processors Inc. for lockbox services.

FISCAL IMPACT

The cost of lockbox services is included in the FY2023/25 Water and Sewer Fund budgets.

DISCUSSION

The City of Antioch utilizes lockbox services for water customers to remit bill payments. The lockbox processes payments received and electronically sends data to import into the City's utility billing software and the City's bank. The City of Antioch awarded a lockbox services contract, Proposal No. 946-1107-20G, to Check Processors Inc. ("CPI") in 2021 via Resolution 2021/02 (Attachment B). The term was for three years, from July 1, 2021 through June 30, 2024, with an option to extend for two additional years.

The initial approval and executed contract was based on a fee per item cost and not a total contract cost. The estimated total cost for the five-year period was provided in the bid tabulation provided to City Council on January 12, 2021 (Attachment C). While the contract was approved with the option to extend for two years, the cost of providing services has increased substantially for CPI due to current market conditions, thus CPI wishes to only extend the contract through December 2024 to enable the City time to issue a new Request for Proposal for lockbox services.

The amendment (Attachment A, Exhibit A) memorializes a not to exceed compensation cost of \$58,000 for the three-and-a-half-year contract period from July 1, 2021 through December 31, 2024. The total compensation was calculated based on the fee per item cost that was bid and evaluation of costs incurred to date under the contract and estimated to be incurred through December 31, 2024.

ATTACHMENTS

- A. Resolution
 - a. Exhibit A - Amendment No. 1 to Agreement
- B. Resolution 2021/02 Awarding Agreement
- C. Bid Tabulation from 2021 Request for Proposal
- D. July 1, 2021 Check Processors Inc. Executed Agreement

ATTACHMENT A

RESOLUTION NO. 2024/

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING
AMENDMENT NO. 1 TO THE AGREEMENT WITH CHECK PROCESSORS INC. FOR
LOCKBOX SERVICES**

WHEREAS, the City awarded Request for Proposal No. 946-1107-20G for Lockbox Services to Check Processors Inc. via Resolution No. 2021/02 for a three year term from July 1, 2021 through June 30, 2024 with an option to extend for an additional two years;

WHEREAS, Check Processors Inc. (CPI) has agreed to extend the agreement term an additional six months for the period of July 1, 2024 through December 31, 2024; and

WHEREAS, Amendment No. 1, attached as Exhibit A, extends the agreement term through December 31, 2024 for a total contract sum not to exceed \$58,000 for the entire three-and-a-half year agreement term of July 1, 2021 through December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves Amendment No. 1 to the agreement with Check Processors Inc. extending the term of the agreement through December 31, 2024 for a total sum not to exceed \$58,000 and authorizes the Acting City Manager to execute the agreement 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 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A

AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND CHECK PROCESSORS INC.

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES is entered into this 1 day of July 2024, by and between the CITY OF ANTIOCH, a municipal corporation with its principle place of business at 200 H Street, Antioch, CA 94509 (“**City**”) and AFTS California Inc., dba as Check Processors Inc., with its principle place of business at 1851 Heritage Lane Ste. 181, Sacramento, CA 95815 (“**Consultant**”).

RECITALS

WHEREAS, on July 1, 2021 City and Consultant entered into an Agreement for Consulting Services for lockbox services (“**Agreement**”) not to exceed the estimates provided in the Request for Proposal for a period of three years, with an option to renew for up to an additional two years;

WHEREAS, the initial three-year term will end on June 30, 2024;

WHEREAS, the Agreement does not contain the total not-to-exceed amount originally approved by the City Council, and Parties wish to clarify the term; and

WHEREAS, the City and Consultant desire to extend the term of the Agreement to the end of the calendar year.

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. Section 1.1 “Term of Services” shall be amended to read as follows:

“The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2024 and Consultant shall complete the Services described in the Request for Proposal (RFP) prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City’s right to terminate the Agreement, under Section 8.”

2. Section 2 “Compensation” shall be amended to read as follows:

City hereby agrees to pay Consultant a sum not to exceed **\$58,000** notwithstanding any contrary indications that may be contained in Consultant’s proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposed pricing, 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.

All other terms and conditions of the Agreement shall remain in full force and effect.

CITY OF ANTIOCH:

CHECK PROCESSORS INC.

By: _____
Kwame P. Reed
Acting City Manager

By: _____
_____, Owner

ATTEST:

Elizabeth Householder
City Clerk

APPROVED AS TO FORM:

Thomas Lloyd Smith
City Attorney

RESOLUTION NO. 2021/02

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AWARDING THE LOCKBOX SERVICES CONTRACT,
PROPOSAL NO. 946-1107-20G, TO CHECK PROCESSORS INC

WHEREAS, the Finance Department issued a Request for Proposal (Proposal No. 946-1107-20G) for lockbox services for utility payment processing.

WHEREAS, the Finance Department has carefully evaluated all bids received; and

WHEREAS, based upon this evaluation, the Finance Department recommends awarding the lockbox services contract, Proposal No. 946-1107-20G, to Check Processors Inc. for the fees and charges as outlined in Exhibit A attached for a term of three years, with the option to renew for another two years.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves award of the lockbox services contract, Proposal No. 946-1107-20G, to Check Processors Inc. for a term of three years, with the option to renew for another two years for the fees and charges as outlined in Exhibit A attached; and authorizes the City Manager or his designee to execute said contract 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 12th day of January 2021, by the following vote:

AYES: Council Members District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Thorpe

NOES: None

ABSTAIN: Council Member District 1 Torres-Walker

ABSENT: None


ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

Pricing will be fixed for 5 years for lockbox pricing except for USPS Box rental and postage rates**Remittance Processing (LOCKBOX) "Check-in-the-Mail" Payment Processing:**

Traditional "check-in-the-mail" lockbox services consisting of collecting incoming mail at the USPS each business day, opening and sorting by payment type, applying payments to accounts, SmartDataBase "exception researching" to correctly apply payments received without remittance stub/coupons. Create a paper check deposit for delivery to CUSTOMER bank account. Support for image (X9.37) cash letter deposits.

Set up Fee (one time charge).....\$ N/C

Base Maintenance Fee.....\$ 250.00/ per month

Transaction Capture Fee \$.13 cents

(Includes Image of checks, OCR stub & check transaction, Hand-key input/Smartdatabase lookups, white mail – non-check transactions.

SmartDataBase – "Special Handling" Exception Items scanned & imaged Included with standard processing

Cost Defined

Check & Stub with scanline..... \$.13 cents

Check & Stub without scanline..... \$.13 cents

Check only & no stub & we create virtual stub..... \$.13 cents

Stub only..... \$.13 cents

Letter or correspondence scanned & imaged.....\$.15 cents per page

Example:

One check one stub with scanline .13 cents

One check no stub – We match check using are smartdatabase create virtual coupon .13 cents.

One check 2 coupons – cost would be .13 for first check & stub and .13 for each additional .26 cents.

Two Stubs one check - cost would be .13 for first check & stub and .13 for each additional .26cents

Additional Fees:

Courier Service... \$N/C

If Courier picks up at the Post Office in Sacramento or West Sacramento, California and delivers payments to our office for processing.

Shipping or postage for returns: \$2.00 handling fee plus postage

Web-Portal Access to view images retrieve files & reports for 5 years - N/C .

Image cash letter Deposit to Bank of the West Daily – N/C

Safekeeping and secure destruction of checks after 30 days – N/C

Programming fee - Hourly Fee (Modifications/Enhancements) - \$175.00 per hour

Returned Mail - \$1.00 handling plus Postage cost at postage rate and or UPS/FEDEX

P.O. Box at Cost – At cost .

Exhibit A

Exhibit A

City of Antioch Lock Box Services Bid Form. MARK ITEM CLEARLY IF 'NO PROPOSAL' OR 'CONTRACTED TO THIRD PARTY'		Estimated Monthly Volume	Unit Price	Monthly Price	Extension	Contracted to a Third Party?(Y/N)
RETAIL LOCKBOX						
	Monthly maintenance fee	1		\$250.00		N
	PO Box Rental - SEMI ANNUALLY OR ANNUALLY	1		At cost per USPS – Est: \$350.00 per year		Yes - USPS
Item Processing Fees						
	Matched items = 1 check & 1 stub	7000	.13 cents	\$910.00		N
	Multiple items = 1 check with multiple stubs or Multiple checks with 1 stub or 1 check with 1 stub but with multiple accounts on remittance advice	150	.13 cents for the first check and or stub. .13 cents extra per check and or stub.	\$39.00		N
	Check only = check comes in with account # on it and no stub or remittance advice	300	.13 cents	\$39.00		N
	Unprocessable items= check comes in without account# on it and no stub or remittance advice. Or written correspondence items	5	Send to Exceptions and or send back City	\$5.00 plus postage		N
	Package Prep costs for unprocessable items	21	\$2.00 plus Postage	\$21.00 plus postage		
	MONTHLY Mailing Costs for unprocessable items	1	\$1.00 plus Postage	\$1.00 plus postage		
	Batch Summary Report	21	N/C			
	Deposit Fees	23	N/C if doing Image Cash Letter Deposit to Bank of the West			
	Deposit Reports	23	N/C			
	MONTHLY Transmission Fees	1	N/C			

Exhibit A

City of Antioch Lock Box Services Bid Form. MARK ITEM CLEARLY IF 'NO PROPOSAL' OR		Estimated Monthly Volume	Unit Price	Monthly Price	Extension	Contracted to a Third Party?(Y/N)
WEB REJECTS/REVIEW/DECISIONING						N
	Monthly maintenance fee	1		Included in Monthly Maintenance		
	Item Processing Fees	223				
	Per User Fees	5		Included in Monthly Maintenance		
	MONTHLY CD Rom Fee	1				
WEB HISTORICAL IMAGE REVIEW/ONLINE VIEW						N
	Monthly maintenance fee	1		Included in Monthly Maintenance		
	Item Processing Fees	24,000		Included		
	Manual item fees	340				
WEB DEPOSIT TOTALS AND POSTING						N
	Monthly maintenance fee - ACH	1		N/A		
	Monthly maintenance fee - IMAGE	1		Included in Monthly Maintenance		
	E-mail confirmations for filer receipt	18		N/C		
	Previous Day Detail Batch Total	1		N/C		
	Previous Day per item Detail	52		N/C		
	Previous Day per item Summary	252		N/C		
	Monthly DDA PDF Statement	1		N/A		
	Monthly Token/Security	3		N/A		



BID TABULATION

LOCKBOX SERVICE FOR UTILITY BILLING BID NO 946-1107-20G

BID CLOSED DECEMBER 7, 2020 AT 2PM

AGENCY NAME - LOCKBOX LOCATION	Est. Monthly Cost	Est. Annual Cost	Est. Contract (3yrs) Amt	Est Contract (5yrs) Amt
RT LAWRENCE CORP - ARTESIA, CA	\$ 1,082.34	\$ 12,988.08	\$ 38,964.24	\$ 64,940.40
CHECK PROCESSORS INC (CPI) - SACRAMENTO, CA	\$ 1,336.10	\$ 16,033.20	\$ 48,099.60	\$ 80,166.00
BANK UP CORPORATION - SAN JOSE, CA	\$ 1,855.71	\$ 22,268.52	\$ 66,805.56	\$ 111,342.60
ENCO UTILITY SERVICES - HEMET, CA**	\$ 2,555.15	\$ 30,661.80	\$ 91,985.40	\$ 153,309.00
BANK OF THE WEST - LOS ANGELES, CA	\$ 2,625.46	\$ 31,505.52	\$ 94,516.56	\$ 157,527.60
RETAIL LOCKBOX INC - SEATTLE, WA	\$ 2,947.46	\$ 35,369.52	\$ 106,108.56	\$ 176,847.60

** Bid stipulates an annual price increase vs the required 5 year contract pricing agreement

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND
CHECK PROCESSORS INC.**

THIS AGREEMENT ("**Agreement**") is made and entered into this 01 day of July, 2021 ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("**City**") and Check Processors Inc. with its principle place of business at Sacramento, CA ("**Consultant**"). City and Consultant individually are sometimes referred to herein as "**Party**" and collectively as "**Parties**."

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the City the services described in the Scope of Work attached as the Request for Proposal (RFP) 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 Request for Proposal (RFP), the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2024 the date of completion specified in the Request for Proposal (RFP) and Consultant shall complete the Services described in the Request for Proposal (RFP) prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section 8.

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

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

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

SECTION 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed bid pricing in the Request for Proposal (RFP), 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 the Request for Proposal (RFP), regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

2.2 Payment Schedule.

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

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

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

2.4 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 date of the invoice. Invoices shall contain the following information

- The beginning and ending dates of the billing period;
- Detail accounting of service billing elements and volume and Total Service Fees.

2.5 Reimbursable Expenses. Reimbursable expenses are specified below, and shall not exceed (\$0.00). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses:

There are no reimbursable expenses under this agreement

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

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

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

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

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

4.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$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 Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due to Consultant under the Agreement;

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or,
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

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

SECTION 6. STATUS OF CONSULTANT.

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

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

SECTION 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

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

apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

SECTION 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of

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

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

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

8.6.1 Immediately terminate the Agreement;

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

8.6.3 Retain a different consultant to complete the work described in the Request for Proposal (RFP) 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 the Request for Proposal (RFP) that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

SECTION 9. KEEPING AND STATUS OF RECORDS.

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

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

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to

charges for Services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant..

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

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

SECTION 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

10.9 Contract Administration. This Agreement shall be administered by Laurie McNeil, Finance Services Supervisor ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

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

Laurie McNeil
Finance Services Supervisor
City of Antioch
PO Box 5007
Antioch, CA 94531-5007

Any written notice to City shall be sent to:

Finance Department
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

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

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

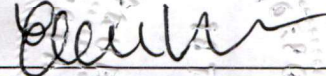
CITY:

CITY OF ANTIOCH



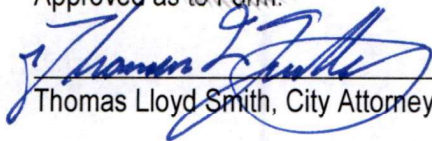
Rowland E. Bernal, Jr. City Manager

Attest:



Elizabeth Householder, City Clerk of City of Antioch

Approved as to Form:


Thomas Lloyd Smith, City Attorney

CONSULTANT:

Check Processors Inc.

By: 

Name: Hal Bernick

Title: Vice President

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]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TRC Insurance 12015 115th Ave NE Suite 240 Kirkland WA 98034	CONTACT NAME: Cami Dennis PHONE (A/C, No, Ext): (877) 637-1858 E-MAIL ADDRESS: cami@trcisui.com FAX (A/C, No): (425) 818-2950
INSURED AFTS California, Inc. DBA: Check Processors, Inc. 151 S Lander St. Suite C Seattle WA 98134	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London Underwriters INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:


COVERAGES**CERTIFICATE NUMBER:** 20/21 Prof - CA**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			MPL1742571.20	11/15/2020	11/15/2021	Per Occurrence Limit \$1,000,000 Aggregate Limit \$1,000,000 Retention \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Antioch PO Box 5007 Antioch CA 94531-5007	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TRC Insurance 12015 115th Ave NE Suite 240 Kirkland WA 98034	CONTACT NAME: Cami Dennis PHONE (A/C, No, Ext): (877) 637-1858 E-MAIL ADDRESS: cami@trcisus.com FAX (A/C, No): (425) 818-2950
INSURED AFTS California Inc. DBA: Check Processors Inc. 151 S Lander St. Suite C Seattle WA 98134	INSURER(S) AFFORDING COVERAGE INSURER A: AMCO Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 19100

COVERAGES**CERTIFICATE NUMBER:** 20/21 CA gl/abxs**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	ACP3038014795	12/06/2020	12/06/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACP3038014795	12/06/2020	12/06/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ACP3038014795	12/06/2020	12/06/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Antioch, its officers, officials, employees and volunteers are additional insured. Coverage is primary; waiver of subrogation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Antioch PO Box 5007 Antioch CA 94531-5007	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT TO OTHER INSURANCE CLAUSE FOR
ADDITIONAL INSURED – PRIMARY AND NON-
CONTRIBUTORY WHEN REQUIRED IN A WRITTEN
AGREEMENT OR CONTRACT WITH YOU**

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS

Only with respect to any additional insured, in the COMMON POLICY CONDITIONS, form PB 00 09, under condition H. **OTHER INSURANCE**, paragraph 2.a. is replaced by the following:

H. OTHER INSURANCE

2. Under any liability coverage provided by this policy,

- a. If for injury or loss we cover, there is other valid and collectible insurance available to any additional insured under another policy, our obligations are limited as follows:

(1) Issued by another insurer, or if there is self insurance or similar risk retention that applies to a loss covered by this policy, then this insurance provided by us shall be excess over such other insurance, unless you have agreed in a written contract or written agreement signed prior to the loss that this insurance shall be primary:

(a) Then this insurance is primary. If other insurance is also primary, we will share with all that other insurance as described in d. below; and

(b) The coverage afforded by this insurance is non-contributory with the additional insured's own insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured to any other person or organization's policy.; or

(2) Issued by us or any of our affiliate companies, that applies to a loss covered by this policy, then only the highest applicable Limit of Insurance shall apply to such loss. This condition does not apply to any policy issued by us that is designed to provide Excess or Umbrella liability insurance.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

A. The following is added to Section II. WHO IS AN INSURED:

Any person or organization shown in the Schedule of this endorsement is also an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III. LIMITS OF INSURANCE AND DEDUCTIBLE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

C. This insurance, including any duty we have to defend "suits", does not apply to:

1. "Bodily injury" or "property damage" that arises out of, in whole or in part, or is a result of, in whole or in part, the active negligence of the additional insured shown in the Schedule of this endorsement.
2. "Personal and advertising injury" that arises out of any independent "personal and advertising injury" offense committed by the additional insured shown in the Schedule of this endorsement.

All terms and conditions of this policy apply unless modified by this endorsement.

SCHEDULE

Name Of Person Or Organization:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS

SCHEDULE

Name Of Person Or Organization:

In condition K. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, under paragraph 2. Applicable to Businessowners Liability Coverage, the following paragraph is added:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All terms and conditions of this policy apply unless modified by this endorsement.

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P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-22-2021

GROUP:
POLICY NUMBER: 9266527-2020
CERTIFICATE ID: 2
CERTIFICATE EXPIRES: 12-27-2021
12-27-2020/12-27-2021

CITY OF ANTIOCH
PO BOX 5007
ANTIOCH CA 94531-5007

NF

12-27-2020
HO

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

A handwritten signature in cursive script, appearing to read "Kent R. Van...".

Authorized Representative

A handwritten signature in cursive script, appearing to read "Vernon Steiner".

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

AFTS CALIFORNIA INC. DBA: CHECK PROCESSORS,
INC.
1010 HURLEY WAY STE 185
SACRAMENTO CA 95825

[P1N,HO]

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 25, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Mitchell Loving, Junior Engineer

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer **CZ FOR SB**

SUBJECT: Second Amendment to the Construction Agreement with Crusader Fence Company for the Antioch Water Park Perimeter Fence Repair; P.W. 567-11

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the second amendment to the construction agreement with Crusader Fence Company for the Antioch Water Park Perimeter Fence Repair Project in the amount of \$102,804, for a total contract amount of \$345,090.

FISCAL IMPACT

Adoption of this resolution will increase the construction agreement with Crusader Fence Company for the Antioch Water Park Perimeter Fence Repair ("Project") in the amount of \$102,804 for a total contract amount of \$345,090. This amendment exceeds the City Manager's signature authority, so staff seeks City Council approval. However, funding for this action is included within the fiscal year 2023/24 Operating Budget utilizing American Plan Rescue Act ("ARPA") funds.

DISCUSSION

On April 25, 2023, the City Council awarded an agreement to Crusader Fence for the Project. The Project included removal and replacement of various sections of the carbon steel perimeter fencing surrounding the Antioch Water Park at the Prewett Community Park facility. Additional work included removal and replacement of gate components, constructing concrete footings and water pollution control.

On February 27, 2024, the City Council approved the first amendment to the construction agreement to include the replacement of an additional 46 fence panels, removal and disposal of existing footings and fencing materials, installation of two new gates with panic hardware, and refurbishment and painting of three overhead canopy supports and internal hand railings.

Staff recommends the approval of the second amendment to the construction agreement to include the painting of the remainder of the fence and additional fencing and painting for two waste facility enclosures.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2024/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING A SECOND AMENDMENT TO THE CONSTRUCTION AGREEMENT
AND INCREASING THE CONTRACT AMOUNT BY \$102,804
WITH CRUSADER FENCE COMPANY FOR THE ANTIOCH WATER PARK
PERIMETER FENCE REPAIR
P.W. 567-11**

WHEREAS, the Antioch Water Park Perimeter Fence Repair ("Project") was published and advertised in the East Bay Times on March 3, 2023 and March 6, 2023, and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, the Project bids were publicly opened and read on April 4, 2023, and five (5) bids were received for the Project;

WHEREAS, the lowest responsive and responsible bidder was submitted by Crusader Fence Company;

WHEREAS, on April 25 2023, Crusader Fence Company was awarded a construction agreement by the City of Antioch to perform work associated with the Project;

WHEREAS, the City has approved a first amendment to increase the construction agreement with Crusader Fence Company for the Project in the amount of \$124,461 for a total contract amount of \$242,286; and

WHEREAS, the City has considered authorizing a second amendment to increase the construction agreement with Crusader Fence Company for the Project in the amount of \$102,804 for a total contract amount of \$345,090.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the second amendment to increase the construction agreement with Crusader Fence Company for the Antioch Water Park Perimeter Fence Repair Project in the amount of \$102,804 for a total contract amount of \$345,090.

RESOLUTION NO. 2024/**

June 25, 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 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 25, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Bryan Pitts, Operations Supervisor

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer **CZ For SB**

SUBJECT: Award of an Agreement to A&A Paving Co., Inc. for the Asphalt Overlay of Deerfield Corridor, Larkspur, Lexington, and Almondridge Trails

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Awarding an agreement to the lowest, responsive, and responsible bidder, A&A Paving Co., Inc. for the Asphalt Overlay of Deerfield Corridor, Larkspur, Lexington, and Almondridge Trails beginning June 25, 2024 through September 23, 2024 for a total amount not to exceed \$193,370; and
2. Authorizing the Acting City Manager to execute 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 for the Asphalt Overlay of Deerfield Corridor, Larkspur, Lexington and Almondridge Trails through the Gas Tax fund for the Trail Maintenance Program.

DISCUSSION

The project will include a 1.5" asphalt overlay on the pathway and side trails at Deerfield Corridor, Larkspur, Lexington, and Almondridge Trails, as described in Attachment C and all work needed to prepare the existing asphalt pathway and trails for overlay, such as cleaning of trails and pathways and applying tack coat prior to paving.

On May 1, 2024, Staff published the Asphalt Overlay of Deerfield Corridor, Larkspur, Lexington, and Almondridge Trails through the local newspaper, builders' exchanges and the City's website. On June 5, 2024, five (5) qualified bid responses were received. The lowest, responsive, and responsible bidder was A&A Paving Co., Inc. of Bay Point, CA as shown on the attached bid tabulation.

ATTACHMENTS

- A. Resolution
 - Exhibit 1. Draft Construction Agreement
- B. Bid Tabulation
- C. Trail Overlay Location Maps

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AWARDING AN AGREEMENT WITH A&A PAVING CO., INC. FOR THE TRAIL
ASPHALT OVERLAY OF DEERFIELD CORRIDOR, LARKSPUR, LEXINGTON, AND
ALMONDRIDGE TRAILS**

WHEREAS, the project includes a 1.5" asphalt overlay on the pathway and side trails at Deerfield Corridor, Larkspur, Lexington, and Almondridge Trails, including all work needed to prepare existing asphalt pathway and trails for overlay, such as cleaning of trails and pathways and applying tack coat prior to paving;

WHEREAS, on May 1, 2024, Staff published the Trail Asphalt Overlay of Deerfield Corridor, Larkspur, Lexington, and Almondridge Trails through the local newspaper, builders' exchanges and the City's website;

WHEREAS, on June 5, 2024, five (5) qualified bid responses were received. The lowest, responsive, and responsible bidder was A&A Paving Co., Inc. of Bay Point, CA as shown on the bid tabulation; and

WHEREAS, the City Council has considered awarding the agreement to A&A Paving Co., Inc. for the Asphalt Overlay of Deerfield Corridor, Larkspur, Lexington, and Almondridge Trails beginning June 25, 2024 through September 23, 2024, for a total amount not to exceed \$193,370, and authorizing the Acting City Manager to execute an agreement.

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

1. Awards an agreement to the lowest, responsive, and responsible bidder, A&A Paving Co., Inc. for the Asphalt Overlay of Deerfield Corridor, Larkspur, Lexington, and Almondridge Trails beginning June 25, 2024 through September 23, 2024, for a total amount not to exceed \$193,370; and
2. Authorizes the Acting City Manager to execute the agreement (Exhibit "1") in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2024/***

June 25, 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 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "1"

CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement ("**Agreement**") is made and entered into this 25th day of June, 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 A&A Paving Co., Inc. with its principal place of business at 220 Solano Ave., Bay Point, CA 94565 ("**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 TRAIL PAVING 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 TRAIL PAVING RFB NO. 968-0605-24A 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 TRAIL PAVING 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.

Contractor shall perform its services in a prompt and timely manner and shall commence performance upon the **Effective Date**. Contractor shall complete the services required hereunder by **September 23, 2024**.

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 Raul Arias, 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 Carlos Zepeda, 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 shall not exceed **One Hundred Ninety-Three Thousand Three Hundred Seventy Dollars (\$193,370.00)** 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:

Raul Arias
A&A Paving Co., Inc.
220 Solano Ave.
Bay Point, CA 94565

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 A&A PAVING CO., INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 25th day of June, 2024.

CITY OF ANTIOCH

Approved By:

Kwame P. Reed
Acting City Manager

ATTEST:

Elizabeth Householder
City Clerk

A&A PAVING CO., INC.

Signature

Name

Title

Approved As To Form:

Thomas Lloyd Smith
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Scope of Work

The price quoted shall include compliance with all specifications listed above, as well as the following specifications/construction details: Work includes a 1.5" asphalt overlay of the pathway and side trails at Deerfield Corridor, Larkspur, Lexington, and Almondridge Trails as delineated in attachment "A" and includes any and all work needed to prepare the existing asphalt pathway and trails for overlay such as cleaning trails Pathway removing and replacing bollards and applying tack coat. Estimated asphalt concrete tonnage to complete this job is 906 tons. However, it is the Contractor's responsibility to measure the proposed work area to bid the job accordingly to the specifications contained in this bid package to ensure that all pathways and trails described in Attachment "A" receive a 1.5" A.C. overlay.

CONSTRUCTION DETAILS

SECTION C-1: GENERAL

A. GENERAL

All asphalt concrete used for this project shall be Type "A" conforming to the provisions of Section 39 "Asphalt Concrete" with a maximum 15% Reclaimed Asphalt Pavement "RAP" of the Caltrans Standard Specifications 2018 and these technical specifications.

B. MATERIALS

1. Asphalt Binder. Bituminous binder shall be steam refined paving asphalt PG 64-10 conforming to the provisions in Section 92 "Asphalt Binders" of the Caltrans Standard Specifications and these Technical Specifications.
2. Aggregates: Asphalt shall be produced at a central mixing plant. Asphalt concrete shall be Type A (1/2" Max., Medium) for the asphalt overlay and shall conform to the provisions in Section 39-2.02B (4) "Aggregates" of the Caltrans Standard Specifications and these technical specifications.
3. Tack Coat: Tack coat shall be asphalt emulsion grade SS-1 furnished and applied in conformance with the provisions in Section 39-2.01 C (3)(f) "Tack Coat" and section 94 "Asphaltic Emulsions" of the Caltrans Standard Specifications and these technical specifications. Tack coat shall be applied to existing pathway and trails that will come in contact with new asphalt concrete.
4. The Contractor shall submit the asphalt concrete mix design at least 10 working days in advance of manufacturing to allow for City review and approval. The City Engineer may direct the amount of asphalt binder to be mixed with the aggregate.
5. Batch data and load slips shall be presented to the City Engineer or his designee as asphalt is delivered to the project site to allow verification of location and use. Failure to do so may result in non-payment for questionable quantities.

SECTION C-2: SPREADING AND COMPACTING

A. WEATHER

The Contractor shall not perform paving operations when the weather is rainy or foggy or when atmospheric temperature is below 50 degrees Fahrenheit. Determination of inclement weather shall be made by the City Engineer or his designee. If the day's operations are canceled because of fog or rain, a non-working day will be allowed only as specified under section 1-1.07, "Definitions," of Caltrans Standard Specifications.

Contractor shall receive the approval of the City Engineer before placing any asphalt concrete on the pathway or trails. Asphalt concrete shall not be placed on any surface which is not clean, or contains ponded water or excessive moisture nor in any unapproved location, as determined by the City Engineer or his designee.

If paving operations are in progress and rain or fog forces a shutdown, loaded trucks shall return to the plant and no compensation will be allowed. The Contractor shall furnish and use canvas tarpaulins to cover all loads of asphalt concrete from the time that the mixture is loaded until it is discharged from the delivery vehicle, unless otherwise directed in writing by the City Engineer or his designee.

B. TACK COAT PLACEMENT

No traffic shall be allowed on the asphalt emulsion with the exception of vehicles unloading asphalt concrete. All vehicles involved with the Contractor's operations shall turn around within the road right-of-way. Driveways and other private property shall not be used without prior written consent of the involved property owner, a dated copy of which shall be delivered to the City Engineer prior to the use thereof.

Any area to which tack coat has been applied shall be closed to pedestrian traffic. Care shall be taken to avoid tracking any binder material onto existing pathways or sidewalks beyond the limits of construction. The surface shall be free of water, foreign material, and dust when tack coat is applied. Contractor shall clean at his own expense any tracking outside of the construction area to the satisfaction of the City.

C. SPREADING EQUIPMENT

Asphalt pavers shall be self-propelled mechanical spreading and finishing equipment provided with a screed or strike-off assembly capable of distributing the material to not less than the full width of a pathway or trail lane unless otherwise approved by the Engineer. Screed action shall include cutting, crowding or other practical action that is effective on the hot mix asphalt mixture without tearing, shoving or gouging and that produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. The screed shall be provided with a suitable full width compacting device.

Pavers that leave ridges, indentations or other marks in the surface shall not be used unless the ridges, indentations or marks are eliminated by rolling or prevented by adjustment in the operation. When end dump haul vehicles are used, the asphalt paver shall operate independently of the vehicle being unloaded or shall be capable of propelling the vehicle being unloaded. The load of the haul vehicle shall be limited to that which will insure satisfactory spreading. When being unloaded, the haul vehicle

shall be in contact with the machine and the brakes on the haul vehicle shall not be depended upon to maintain contact between the vehicle and the machine.

No portion of the mass of hauling or loading equipment, other than the connection, shall be supported by the asphalt paver. No vibrations or other motions of the loader that could have a detrimental effect on the riding quality of the completed pavement shall be transmitted to the paver.

The City will provide any patch work or conforms necessary for Contractor's asphalt overlay on the pathway and trails 48 hours in advance of the Contractor's start date.

Asphalt concrete placed adjacent to any fall-away gutter shall be placed flush with the lip of gutter. Asphalt concrete placed adjacent to any gutter designed to carry water shall be 0 inches to 0.25 inch above the gutter lip after final compaction, but in no case shall it be more than 0.25 inch. Any areas greater than 0.25 inch shall be repaired by wedge grinding a minimum depth of 1 inch and repaving as directed by the City Engineer. Asphalt concrete placed adjacent to any gutter designed to shed water shall be flush with the gutter lip after final compaction.

D. COMPACTION

HMA shall be placed in lifts conforming to Section 39-2.02C of the State Specifications. The HMA shall be placed and compacted to ninety-two to ninety-seven percent (92% to 97%) of theoretical maximum density and shall meet the elevation of the existing pavement contour. Areas inaccessible to rollers shall be compacted by use of a power compactor of the high impact, vibra-plate type, capable of attaining the same compaction as the rolled areas.

E. QUALITY

The finished pavement surface shall be smooth and free of cracks, shoving, displacement, and segregation of coarse and fine materials. Paving shall be to a clean neat joint with existing grade. Paving with evidence of poor workmanship such as rock pockets, ripples, voids, segregation, or out of tolerance as determined by the Engineer or defined by these Special Provisions, shall be removed and replaced at Contractor's expense.

SECTION C-3: MEASUREMENT AND PAYMENT

Payment for "Asphalt Concrete Overlay" shall be at the contract square foot unit price lump sum listed in the bid schedule. This work shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in asphalt concrete pavement, and conforming to the requirements of this section, and all work as may be required by the Contract Documents, as directed by the City Engineer. No payment shall be made for any unused asphalt. It is the Contractor's responsibility to submit all asphalt concrete weight tags to the City Engineer or his designee at the job site on all pave days.

No Payment will be made until any and all deficiencies due to poor workmanship or failure to follow the specifications contained in this bid package are fixed to the City's satisfaction.

SECTION C-4: WATER POLLUTION CONTROL

Contractor shall comply with California's General Permit for Storm-water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit) Order No. 2009-0009-DWQ as amended by Order No. 2010-0014-DWQ (NPDES No. CAS000002) issued by the State Water Resources Control Board (State Water Board), the Contractor shall be responsible for preparing, submitting and implementing a Water Pollution Control Plan (WPCP)-Best Management Practices. This project may have little if any requirement. Contractor shall provide the City a copy of plan for review and approval prior to the start of work. City may provide additional comments to ensure compliance with SWRCB requirements.

Full compensation for water pollution control, including all permit fees, labor, materials, tools, equipment and incidentals, and for doing all the work involved in preparing, implementing, inspecting, maintaining, removing, and disposing all aspects of the Water Pollution Control Plan complete and in place and all the work involved in complying with Construction General Permit, the Standard Specifications, the Special Provisions and as directed by the Engineer shall be considered as included in the contract lump sum price quoted in the bid submittal worksheet for asphalt concrete paving and no additional compensation will be allowed therefore.

EXHIBIT "B"

SCHEDULE OF SERVICES

Contractor has 90 days from the Effective Date (June 25, 2024) to complete the Scope of Services described in this Agreement.

EXHIBIT "C"
COMPENSATION

OFFICIAL BID SUBMITTAL

PAGE 14 OF 14

INITIAL HERE

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IX. SCHEDULE OF BID PRICES

ASPHALT OVERLAY DEERFIELD CORRIDOR,
LARKSPUR, LEXINGTON AND
ALMONDRIDGE TRAILS

BID NO. 968-0605-24A

Bids to be received by 2pm on
June 5, 2024
Office of the City Clerk,
200 H St. City Hall
Antioch, CA 94509

This quote shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in asphalt concrete overlay, and conforming to the Specifications of this bid package and as outlined in the Scope of Work section and Attachment "A". The extended cost bid price per ton of 1/2" hot-mix asphalt shall be considered full compensation. The square footage estimated by the City is 95,545 sq ft, however, the contractor is responsible for measurements in the field and for providing a total asphalt concrete tonnage estimate when bidding this job. Bid price must include a 1.5" A.C overlay for all areas described in Attachment "A". The extended lump sum cost will be the final price paid.

95,585	SQ. FT.	X	2 ⁰⁰	= \$	193,370
Contractor Estimated Square Footage			Unit Price \$/sq. ft.		EXTENDED LUMP SUM COST

TOTAL BID PRICE: One Hundred ninety Three Thousand
Three Hundred Seventy.
(Written in Words)


Signature of Bidder

A&A Paving Co., Inc.
Company Name Printed

EXHIBIT "D"

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Contractor's Agreement.**

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

 X Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

 Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

 Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$5,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000.00** combined single limit for bodily injury and property damage.

___ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

___ Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

___ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

___ Insurance appropriates to the Contractor's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000.00** per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees. Waiver needed.)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

___ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's Pollution Legal Liability:

____ Contractor's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

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

Cyber Liability Insurance

____ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

- ☒ Bid Bond
- ☒ Performance Bond
- ☒ 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:

☒ **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"

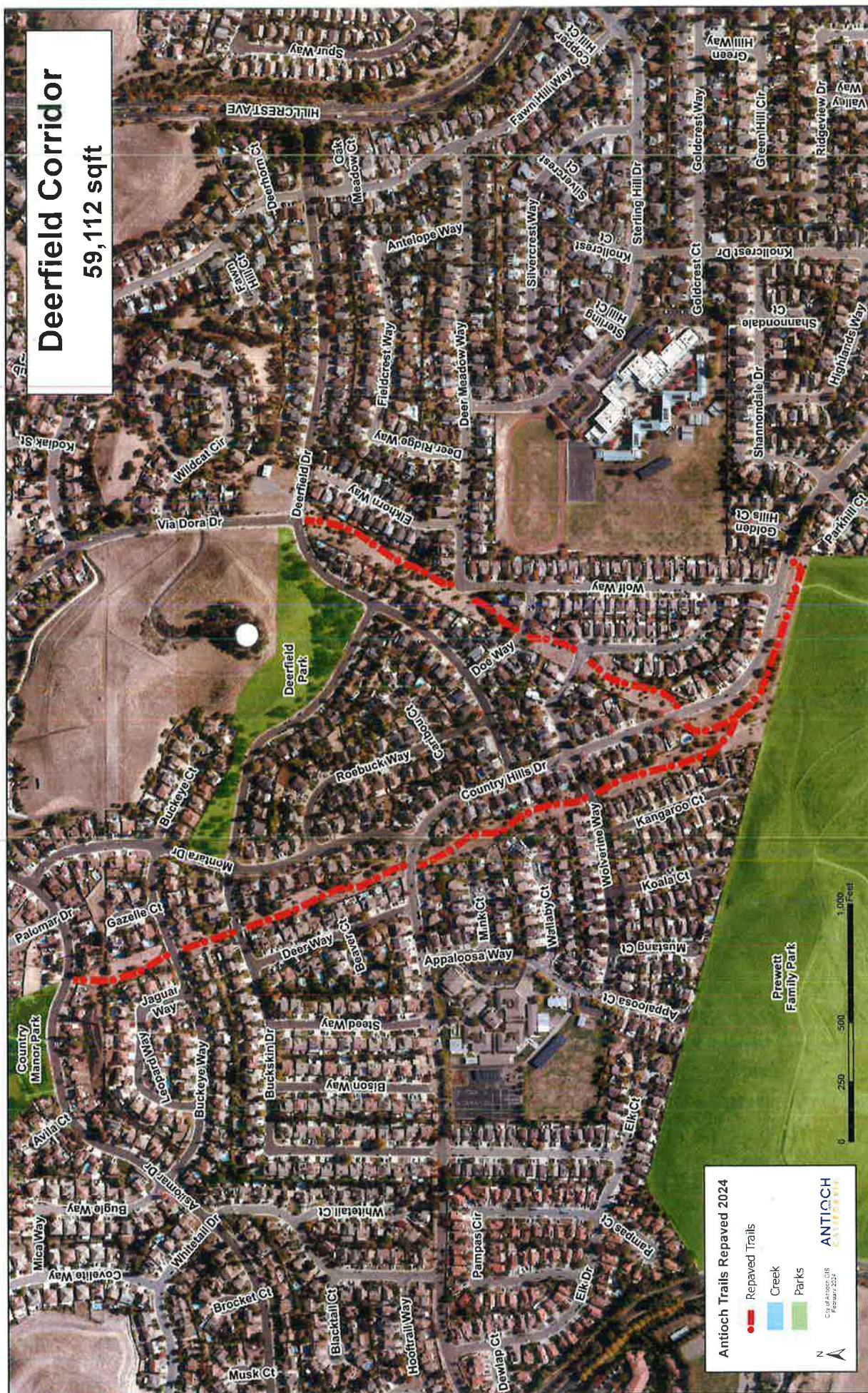
Bid Tabulation Asphalt Overlay Deerfield Corridor, Larkspur, Lexington, and Almondridge Trails Bid No. 968-0605-24A

A&A Paving Co, Inc.				APEÑA Engineering				Consolidated Engineering, Inc.				Silicon Valley Paving, Inc.				RNR Paving Inc.			
96,685.00				96,670.00				95,545.00				104,502.00				96,670.00			
Contractor Estimated Square Footage				Contractor Estimated Square Footage				Contractor Estimated Square Footage				Contractor Estimated Square Footage				Contractor Estimated Square Footage			
\$ 2.00				\$ 2.05				\$ 2.40				\$ 2.70				\$ 4.05			
Unit Price \$/sq ft				Unit Price \$/sq ft				Unit Price \$/sq ft				Unit Price \$/sq ft				Unit Price \$/sq ft			
\$ 193,370.00				\$ 198,173.50				\$ 229,308.00				\$ 282,155.40				\$ 391,513.50			
Extended Cost				Extended Cost				Extended Cost				Extended Cost				Extended Cost			

ATTACHMENT "C"

Deerfield Corridor

59,112 sqft



Larkspur Trail

5,250 sqft



Antioch Trails Repaved 2024

- Repaved Trails
- Creek
- Parks

ANTIOCH
CALIFORNIA
City of Antioch
City of Antioch

Lexington Trail

4,140 sqft



Almondridge Trail

28,168 sqft





STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting June 25, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Shaun Connelly, Water Distribution Superintendent

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer **CZ For SB**

SUBJECT: Approval of a Purchase Order with Badger Meter, Inc. for Water Meters and Repair Parts

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving a purchase order in the amount of \$500,000 with Badger Meter, Inc. for the purchase of water meters and repair parts; and
2. Authorizing the Acting City Manager to execute the purchase order.

FISCAL IMPACT

Funding for these purchases in the amount of \$500,000 is included in the FY 2024/25 Water Enterprise Fund Operating Budget.

DISCUSSION

Water meters are located at all residential, commercial and irrigation locations throughout the City. Water meters measure the quantity (volume) of water that passes through pipes or other outlets typically using standard units of measurement for volume, such as cubic feet or gallons. The meter read equals the gallons (or cubic feet) used while the flow rate equals the number of gallons (or cubic feet) per minute flowing through the water meter.

Badger Meter, Inc. is the sole source provider of Badger Water Meter utility products, that provides a meter and transponder compatible with the City's meter reading software. Badger Meter produces flow measurement, water quality and control products, serving water utilities, municipalities and commercial and industrial customers. Due to an aging infrastructure and the upgrade to cellular reading, repair and replacement parts are necessary.

In addition, Badger Meter provides the Orion AMR (Automatic Meter Reading) system, including all other necessary components that are compatible with the City's current meter reading infrastructure, which reads over 33,000 meters per month.

Staff recommends authorizing this purchase order with Badger Meter Inc. for the procurement of water meters and required components to continue with regular maintenance.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A PURCHASE ORDER FOR BADGER METER, INC. FOR WATER
METERS AND REPAIR PARTS**

WHEREAS, on June 14, 2022, City Council approved the 5-year CIP budget to include the meter reading infrastructure upgrade;

WHEREAS, the FY 2024/25 Operating Budget includes \$500,000 through the Water Enterprise Fund for meter maintenance;

WHEREAS, Badger Meter, Inc. is the sole source of Badger Water Meter utility products that are required for regular meter maintenance; and

WHEREAS, the City Council has considered approving a FY 2024/25 purchase order in the amount of \$500,000 with Badger Meter, Inc. and authorizing the Acting City Manager to execute the purchase order.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch, hereby approves a FY2024/25 purchase order in the amount of \$500,000 with Badger Meter, Inc. and authorizes the Acting City Manager to execute the purchase order for meter maintenance and supplies funded from the Water Enterprise Fund operating budget.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 25, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Andrew Little, Consulting Senior Engineer (Interwest)

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer *CZ For SB*

SUBJECT: Resolution Approving the Notice of Release of Agreement Regarding Deferred Development Impact Fees and Authorizing the Acting City Manager or Designee to Execute and File Said Notice of Release for the AMCAL Family/Senior Apartments Project; PW 371-RA-57

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the Notice of Release of Agreement Regarding Deferred Development Impact Fees and authorizing the Acting City Manager or designee to sign and file said notice of release for the AMCAL Family/Senior Apartments Project located at 3560 East 18th Street, Antioch, California; APN 051-200-074.

FISCAL IMPACT

There is no projected financial impact.

DISCUSSION

On May 14, 2019, the City Council approved Resolution 2019/74, permitting a Senior Housing Density Bonus, Use Permit, Lot Merger, and Design Review for the AMCAL Family/Senior Apartments project. The project consisted of a 394-unit multi-family residential development on 14.85 acres.

On June 16, 2020, the City of Antioch and AMCAL Antioch Fund, LP, entered into an Agreement Regarding Payment of Deferred Impact Fees (Attachment B) which deferred payment of certain development impact fees, in the total amount of \$1,246,448.00, due before issuance of a building permit.

On November 29, 2022, AMCAL Antioch Fund, LP, paid the deferred development impact fees to the City in the amount of \$1,246,448.00.

The Acting City Manager and City Attorney have determined all fees, terms and conditions set forth within the June 16, 2020, Agreement Regarding Payment of Deferred Impact Fees have been satisfied and Developer may be released from said agreement via execution of the Notice of Release of Agreement Regarding Deferred Development

Impact Fees (Attachment C).

ATTACHMENTS

- A. Resolution
- B. Recorded Deferred Impact Fee Agreement
- C. Notice of Release of Agreement Regarding Deferred Development Impact Fees

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE NOTICE OF RELEASE OF AGREEMENT REGARDING
DEFERRED DEVELOPMENT IMPACT FEES AND AUTHORIZING THE ACTING
CITY MANAGER OR DESIGNEE TO EXECUTE AND FILE SAID NOTICE OF
RELEASE FOR THE AMCAL FAMILY/SENIOR APARTMENTS PROJECT
PW 371-RA-57**

WHEREAS, on May 14, 2019, the City Council approved Resolution 2019/74, permitting a Senior Housing Density Bonus, Use Permit, Lot Merger, and Design Review for the AMCAL Family/Senior Apartments project ("Project");

WHEREAS, Developer owns real property in the City of Antioch, California, commonly known as 3560 East 18th Street, Antioch, California; APN 051-200-074;

WHEREAS, Developer requested to delay payment of certain development impact fees for the Project, in the total sum of \$1,246,448.00, which were otherwise due at issuance of a building permit, and City approved Developer's request to delay payment of the deferred fees subject to the terms and conditions set forth in the June 16, 2020, Agreement Regarding Payment of Deferred Impact Fees;

WHEREAS, as of November 29, 2022, Developer has paid the deferred development impact fees to the City, in the total sum of \$1,246,448.00;

WHEREAS, City has issued certificates of occupancy for all 394 units in the project;

WHEREAS, the Acting City Manager and City Attorney have determined all fees, terms and conditions set forth within the June 16, 2020, Agreement Regarding Payment of Deferred Impact Fees have been satisfied; and

WHEREAS, Developer has complied will all other terms and conditions of the Agreement, and City now wishes to release the Agreement Regarding Payment of Deferred Impact Fees via Notice of Release of Agreement Regarding Deferred Development Impact Fees (Attachment C).

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

1. Approves the Notice of Release of Agreement Regarding Deferred Development Impact Fees; and
2. Authorizes the Acting City Manager or designee to execute and file the Notice of Release of Agreement Regarding Deferred Development Impact Fees.

* * * * *

RESOLUTION NO. 2024/xxx

June 25, 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 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

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

2
ATTACHMENT "B"

RECORDING REQUESTED BY CONTRA COSTA Co Recorder Office
COMMONWEALTH LAND TITLE DEBORAH COOPER, Clerk-Recorder
INSURANCE COMPANY

202090119099000008

DOC 2020-0119099-00

Acct 2042-SPL Fidelity National Title SF CA

Thursday, JUN 18, 2020 15:12:27

FRE \$0.00||

Ttl Pd \$0.00

Nbr-0003803694

CPP/RC/1-8

30042939
RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

City of Antioch
200 H Street
Antioch, CA 94509-1285
Attn: City Clerk

No fee for recording per Government Code
Sections 6103 and 27383

(Space above this line for Recorder's use only)

**AGREEMENT REGARDING PAYMENT OF
DEFERRED DEVELOPMENT IMPACT FEES**

This Agreement is entered into on June 16, 2020, between the City of Antioch, a municipal corporation ("City") and AMCAL Antioch Fund, LP, a California limited partnership ("Developer") with reference to the following recitals of fact:

A. WHEREAS, Developer owns real property in the City of Antioch, California commonly known as 3560 East 18th Street, Antioch, California as more specifically described in Exhibit "A" attached hereto (the "Property").

B. WHEREAS, Developer has received the required entitlements and approvals for development of the Property as a 394-unit affordable housing development with ancillary facilities (the "Project").

C. WHEREAS, Developer has requested to delay payment of certain development impact fees for the Project which are otherwise due before issuance of a building permit. City has approved Developer's request to delay payment of the development impact fees subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Developer and City agree as follows:

1. Total Amount of Deferred Development Impact Fees. The category and amount of development impact fees deferred (the "Deferred Fees") in connection with the Project are set forth in Exhibit "B" attached hereto.

2. Time for Payment of Deferred Fees. Developer hereby agrees to by the Deferred Fees on or before the date a certificate of occupancy is issued for the first building in the Project. Developer expressly acknowledges that payment of all Deferred Fees must be made before and is a condition of any occupancy, including but not limited to temporary occupancy, of the Project.

3. Obligation Runs with the Land; Personal Obligation. City and Developer acknowledge and agree that payment of the Deferred Fees benefits the Property and the obligation to pay the deferred fees in full shall run with the land and be binding on the Property,

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Developer, and all successors in interest to the Property. Developer further acknowledges and agrees that the obligation to pay the Deferred Fees shall continue and remain an obligation of Developer, as well as any successors or assigns of Developer.

4. Release of Agreement. Upon Developer's full payment of all deferred fees to City and complete satisfaction of all terms and conditions of this Agreement by Developer, City shall execute and record a release of this Agreement.

5. Collection; Attorney's Fees. Should the Deferred Fees not be paid at the time due and payable (i) all unpaid fees shall be accelerated and become immediately due and payable; and (ii) the City may pursue collection of the Deferred Fees through all available legal and administrative means including, but not limited to civil judgment against the Developer, including its successors and assigns for breach of this Agreement.

6. Indemnity. To the fullest extent permitted by law, Developer shall indemnify, defend and hold harmless City and its agents and employees ("Indemnified Parties") from liability from: (i) any and all actions, claims, damages, injuries, losses and expenses, including but not limited to attorneys' fees, arising from this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require Developer to indemnify the Indemnified Parties from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

7. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

8. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

9. Entire Agreement. This Agreement comprises the entire integrated understanding between the parties as to the subject matter herein, superseding all prior negotiations, agreements, and understandings regarding this matter, whether written or oral.

10. Governing Law, Jurisdiction, And Venue. The interpretation, validity, and enforcement of this Agreement shall be governed the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Contra Costa.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

12. Authority. The undersigned individuals executing this Agreement represent and warrant that they are authorized to enter into and execute the same on behalf of such Parties, the appropriate corporate resolutions or other consents have been passed and/or obtained, and that this Agreement shall be binding on the Party on whose behalf they execute this document. This Agreement is entered into and effective as of the date first set forth above.

IN WITNESS WHEREOF, City and Developer hereby agree to the full performance of the terms set forth herein.

DEVELOPER:

AMCAL ANTIOCH FUND, LP,
a California limited partnership

By: AMCAL Multi-Housing, Inc.,
a California corporation,
its general partner

By: _____

Name: _____

Title: _____

Arjun Nagar Kathi
President

[SIGNATURE TO BE NOTARIZED]

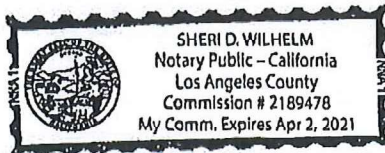
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On June 3, 2020, before me, Sheri D. Wilhelm, Notary Public, personally appeared Arjun Nagarkatti who proved to me on the basis of satisfactory evidence to be the person whose name is-subscribed to the within instrument and acknowledged to me that he-executed the same in his authorized capacity, and that by his-signature on the instrument the person, or the entity upon behalf of which the person-acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



PLACE NOTARY SEAL ABOVE

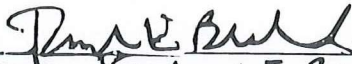
WITNESS my hand and official seal.

SIGNATURE

A handwritten signature in dark ink, appearing to read 'Sheri D. Wilhelm', written over a horizontal line.

CITY:

CITY OF ANTIOCH

By: 
Name: Cowland E. Beal, Jr.
Title: City Manager

[SIGNATURE TO BE NOTARIZED]

S - 2

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CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

On June 16, 2020 before me, Rakia Grant-Smith, Notary Public

Date

Here Insert Name and Title of the Officer

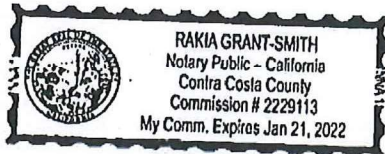
personally appeared Rowland E. Bernal Jr.

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature

Rakia Grant-Smith

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED ANTIOCH, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

All that certain real property situate in the City of Antioch, County of Contra Costa, State of California, described as follows:

Being all of the lands described in that certain Corrective Grant Deed recorded on October 1, 2019 as Document Number 2019-0165265-00, Official Records of said County, being more particularly described as follows:

BEGINNING at that monument at the monument line intersection of Holub Avenue with East 18th Street, as shown on that map entitled, "Amended Parcel Map Subdivision MS 1-92", filed for record March 24, 1995 in Book 166 of Parcel Maps, Page 20; Thence leaving said monument along the northerly prolongation of the westerly line of that land shown in that Record of Survey map, filed for record on December 16, 1975 and recorded in Book 60 LSM, Page 03, South 00°46'28" West, 42.00 feet to the southerly right of way line of East 18th Street, said point also being the TRUE POINT OF BEGINNING of this description; Thence leaving said right of way line, along said westerly line, South 00°46'28" West, 1,940.50 feet to the northerly line of Parcel B as shown on that certain map entitled, "Parcel Map MS 14-86", filed for record December 03, 1986 in Book 125 of Parcel Maps, Pages 17-18; Thence leaving said westerly line, along said northerly line, North 89°46'18" West, 335.48 feet to the easterly subdivision line of that certain map entitled, "Subdivision 8880, Almondridge East", filed for record October 09, 2008 in Book 508 of Maps, Pages 27-32; Thence leaving said northerly line, along said easterly subdivision line and its northerly prolongation, North 00°53'48" East, 1,940.30 feet to the said southerly right of way line of East 18th Street; Thence leaving said easterly line, along said right of way line, South 89°48'48" East, 331.35 feet to the TRUE POINT OF BEGINNING.

Pursuant to the "Lot Merger", recorded March 16, 2020, Instrument No. 2020-0049680, Official Records.

APN: 051-200-025, 051-200-026

EXHIBIT B
SCHEDULE OF DEFERRED FEES

Development Impact Fees					
Fee Type	General Administration	Public Works	Police	Parks and Recreation	TOTAL FEE
\$/Sr. Unit	\$230	\$223	\$596	\$1,631	\$2,680
# Sr. Units	178	178	178	178	
\$/MF Unit	\$292	\$282	\$755	\$2,065	\$3,394
# MF Units	216	216	216	216	
Fee Total 1	\$104,012	\$100,606	\$269,168	\$736,358	\$1,210,144
Admin Fee (%)	3%	3%	3%	3%	
Admin Fee (\$)	\$3,120	\$3,018	\$8,075	\$22,091	\$36,304
TOTAL DIF	\$107,132	\$103,624	\$277,243	\$758,449	\$1,246,448
Source: https://www.antiochca.gov/fc/finance/Master-Fee-Schedule-07-01-2019.pdf					

B - 1

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ATTACHMENT "C"

**RECORDED AT THE REQUEST
OF:**

CITY OF ANTIOCH, CA

WHEN RECORDED MAIL TO:

CITY OF ANTIOCH
DEVELOPMENT ENGINEERING
DIVISION
P.O. BOX 5007
ANTIOCH, CA 94531

THIS SPACE FOR RECORDER'S USE

APN: 051-200-025, 051-200-026

No fee for recording per Government Code
Sections 6103 and 27383

**NOTICE OF RELEASE OF
AGREEMENT REGARDING PAYMENT OF
DEFERRED DEVELOPMENT IMPACT FEES**

This Notice of Release ("Notice of Release"), effective as of the date executed, as set forth below, pertains to that certain Agreement Regarding Payment of Deferred Development Impact Fees ("Agreement") entered into on June 16, 2020, between the City of Antioch, a municipal corporation ("City") and AMCAL Antioch Fund, LP, a California limited partnership (Developer"), and recorded with the Contra Costa County Recorder's Office as Document Number 2020-0119099-00 on June 18, 2020, with reference to the following recitals of fact:

- A. WHEREAS, Developer owns real property in the City of Antioch, California commonly known as 3560 East 18th Street, Antioch, California as more specifically described in Exhibit "A" attached hereto (the "Property");
- B. WHEREAS, Developer received the required entitlements and approvals for development of the Property as a 394-unit affordable housing development with ancillary facilities (the "Project");
- C. WHEREAS, Developer requested to delay payment of certain development impact fees for the Project, in the total sum of \$1,246,448 ("Deferred Fees"), which were otherwise due for issuance of a building permit, and City approved Developer's request to delay payment of the Deferred Fees subject to the terms and conditions set for in the Agreement;
- D. WHEREAS, as of November 29, 2022, Developer has paid the Deferred Fees to the City, in the total sum of \$1,246,448;

E. WHEREAS, City has issued certificates of occupancy for all said 394 units in Project;

F. WHEREAS, Developer has complied will all other terms and conditions of the Agreement, and City now wishes to release the Agreement.

TERMS

1. The recitals set forth above are true and correct and are incorporated by reference as is fully set forth herein.

2. The City hereby confirms payment by the Developer of the Deferred Fees and satisfaction by the Developer of all terms and conditions of the Agreement, and hereby releases the Developer from the Agreement.

THE UNDERSIGNED STATES UNDER PENALTY OF
PERJURY THAT THE ABOVE IS TRUE AND CORRECT

**SIGNATURE TO NOTICE OF RELEASE OF
AGREEMENT REGARDING PAYMENT OF
DEFERRED DEVELOPMENT IMPACT FEES
(APN: 051-200-025, 051-200-026)**

Date

Kwame P. Reed
Acting City Manager
City of Antioch

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED ANTIOCH, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

All that certain real property situate in the City of Antioch, County of Contra Costa, State of California, described as follows:

Being all of the lands described in that certain Corrective Grant Deed recorded on October 1, 2019 as Document Number 2019-0165265-00, Official Records of said County, being more particularly described as follows:

BEGINNING at that monument at the monument line intersection of Holub Avenue with East 18th Street, as shown on that map entitled, "Amended Parcel Map Subdivision MS 1- 92", filed for record March 24, 1995 in Book 166 of Parcel Maps, Page 20; Thence leaving said monument along the northerly prolongation of the westerly line of that land shown in that Record of Survey map, filed for record on December 16, 1975 and recorded in Book 60 LSM, Page 03, South 00°46'28" West, 42.00 feet to the southerly right of way line of East VP Street, said point also being the TRUE POINT OF BEGINNING of this description; Thence leaving said right of way line, along said westerly line, South 00°46'28" West, 1,940.50 feet to the northerly line of Parcel B as shown on that certain map entitled, "Parcel Map MS 14-86", filed for record December 03, 1986 in Book 125 of Parcel Maps, Pages 17-18; Thence leaving said westerly line, along said northerly line, North 89°46'18" West, 335.48 feet to the easterly subdivision line of that certain map entitled, "Subdivision 8880, Almondridge East", filed for record October 09, 2008 in Book 508 of Maps, Pages 27-32; Thence leaving said northerly line, along said easterly subdivision line and its northerly prolongation, North 00°53'48" East, 1,940.30 feet to the said southerly right of way line of East 18th Street; Thence leaving said easterly line, along said right of way line, South 89°48'48" East, 331.35 feet to the TRUE POINT OF BEGINNING.

Pursuant to the "Lot Merger", recorded March 16, 2020, Instrument No. 2020.0049680, Official Records.

APN: 051-200-025, 051-200-026



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 25, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Andrew Little, Consulting Senior Engineer (Interwest)

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer *CZ For SB*

SUBJECT: Resolution Accepting Completed Improvements, Authorizing Filing Notice of Completion and Authorizing Release of Bonds for Park Ridge Units 6 and 7 Subdivision, Tract No. 9563 & 9564, Davidon Homes; PW 674-6 & 674-7

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Accepting the completed improvements;
2. Authorizing the Acting City Manager or designee to file a notice of completion; and
3. Authorizing the release of bonds for Park Ridge Units 6 and 7 Subdivision, Tract No. 9563 & 9564, Davidon Homes, PW 674-6 & 674-7.

FISCAL IMPACT

The fiscal impact will be the cost of the maintenance of the improvements upon satisfactory completion of the one-year warranty period.

DISCUSSION

On March 9, 2010, the City Council adopted Resolution No. 2010/21 approving a Final Planned Development, Vesting Tentative Map and Use Permit for development of 525 single family homes, approximately 25 acres of open space, and an 8.22-acres neighborhood park for the Park Ridge subdivision project. The approximately 170-acre project is generally located west of State Route 4, east of Canada Valley Road, and south of Laurel Road.

On July 9, 2013, the City Council adopted Ordinance No. 2069-C-S approving a Development Agreement between the City and Davidon Homes that included Park Ridge Units 6 and 7 Subdivision, Tract No. 9563 & 9564 ("Project").

On January 12, 2021, the City Council adopted Resolution 2021/07 approving annexation of Park Ridge Subdivision Units 6 and 7 into City Wide Lighting and Landscaping District

10 Zone 1.

On July 27, 2021, the City Council adopted Resolution 2021/128 approving the Final Map, and approving execution of a Subdivision Improvement Agreement for Park Ridge Units 6 and 7 Subdivision, Tract No. 9563 and 9564. Said Resolution also approved a Grant of Landscape Maintenance Easement from the City of Antioch to Davidon Homes.

On July 27, 2021, the City of Antioch executed the Subdivision Improvement Agreement for Park Ridge Units 6 and 7 Subdivision project with Davidon Homes.

All in-tract improvements installed with the Park Ridge Unit 6 Improvement Plans, Park Ridge Unit 7 Improvement Plans and executed Subdivision Improvement Agreement have been constructed.

On May 15, 2024, Public Works Inspectors approved the completion of the final punch-list items for certain construction improvements. The warranty period for certain accepted construction improvements shall begin upon the date of recordation of a notice of completion (Attachment "C").

ATTACHMENTS

- A. Resolution
- B. Vicinity Map
- C. Notice of Completion

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ACCEPTING COMPLETED IMPROVEMENTS, AUTHORIZING FILING A NOTICE OF
COMPLETION AND AUTHORIZING RELEASE OF BONDS FOR PARK RIDGE
UNITS 6 AND 7 SUBDIVISION, TRACT NO. 9563 & 9564, DAVIDON HOMES
PW 674-6 AND 674-7**

WHEREAS, on March 9, 2010, the City Council adopted Resolution No. 2010/21 approving a Final Planned Development, Vesting Tentative Map and Use Permit for the Park Ridge Subdivision project;

WHEREAS, on July 9, 2013, the City Council adopted Ordinance No. 20-69-CS approving a Development Agreement between the City and Davidon Homes that included Park Ridge Units 6 and 7 Subdivision, Tract No. 9563 & 9564 ("Project");

WHEREAS, on January 12, 2021, the City Council adopted Resolution 2021/07 approving annexation of Park Ridge Subdivision Units 6 and 7 into City Wide Lighting and Landscaping District 10 Zone 1;

WHEREAS, on July 27, 2021, the City Council adopted Resolution 2021/128 approving the Final Map, and approving execution of a Subdivision Improvement Agreement for Park Ridge Units 6 and 7 Subdivision, Tract No. 9563 and 9564;

WHEREAS, on July 27, 2021, the City of Antioch executed the Subdivision Improvement Agreement for Park Ridge Units 6 and 7 Subdivision project with Davidon Homes;

WHEREAS, the City received a request from the Developer to accept the completed improvements;

WHEREAS, improvements consisting of paving, curb, gutter, sidewalk, storm drain facilities, sanitary sewer, water mains, streetlighting, signage, and striping have been constructed and dedicated for public use;

WHEREAS, the City has accepted and acquired all necessary Rights-of-Way required for the maintenance of improvements; and

WHEREAS, the completed improvements have been constructed and inspected in accordance with the Standards Specifications and Subdivision Regulations of the City of Antioch, to the satisfaction of the City Engineer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the Acting City Manager or designee to accept improvements, file a Notice of Completion for said improvements, and approve the release of bonds for Park Ridge Units 6 and 7 Subdivision, Tract No. 9563 & 9564, Davidon Homes; PW 674-6 & 674-7; and

RESOLUTION NO. 2024/xxx

June 25, 2024

Page 2

BE IT FURTHER RESOLVED that the accepted improvements shall be maintained by the City of Antioch in accordance with standard City maintenance policies upon satisfactory completion of the one-year warranty period.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of June, 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

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

ATTACHMENT "B"

VICINITY MAP



ATTACHMENT "C"

RECORDED AT THE REQUEST OF:
CITY OF ANTIOCH, CA

WHEN RECORDED MAIL TO:
CITY OF ANTIOCH
DEVELOPMENT ENGINEERING DIVISION
P.O. BOX 5007
ANTIOCH, CA 94531
(925) 779-7050

THIS SPACE FOR RECORDER'S USE ONLY

**NOTICE OF COMPLETION FOR
PARK RIDGE UNITS 6 AND 7 SUBDIVISIONS, TRACT NO. 9563 & 9564
IN THE CITY OF ANTIOCH, PW 674-6 & 674-7**

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated as 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 May 15, 2024, the work and improvements hereinafter described were completed by Davidon Homes.
5. The projects are located west of State Route 4, east of Canada Valley Road, and south of Laurel Road.
6. The surety for said projects was Liberty Mutual Insurance Company.
7. This project consisted of all public improvements including paving, sidewalk, curb, gutter, storm drain facilities, sanitary sewer, signage, striping and water mains which have been installed and completed in the subdivision by the developer to the satisfaction of the Acting City Engineer.

**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




STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 25th, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: America Velasco, Public Safety Manager

APPROVED BY: Tasha Johnson, Public Safety and Community Resources Director 

SUBJECT: Contract Extension for the California Violence Intervention & Prevention ("CalVIP") Program Outreach, Program Design and Implementation with One Day At A Time ("ODAT") with fiscal sponsor Community Initiatives.

RECOMMENDED ACTION

It is recommended that the City Council of the City of Antioch adopt a resolution:

1. Approving the First Amendment to the Agreement with One Day At A Time to extend grant program support and replication of evidence-based violence reduction initiatives and programs that interrupt cycles of violence through June 30, 2025; and
2. Authorizing the Acting City Manager to execute the First Amendment to the Agreement.

FISCAL IMPACT

The original Agreement with ODAT was entered into in May 2023 in the amount of \$346,500 and expires June 30, 2024. The service provider's cost is paid for, in its entirety, by a CalVIP grant. The amendment extends the term for an additional year through June 30, 2025 but does not modify the amount.

DISCUSSION

In February 2022, the City of Antioch applied for a three-year CalVIP grant from the Board of State and Community Corrections (BSCC) to improve public health and safety by supporting effective violence reduction initiatives in Antioch, which is disproportionately impacted by violence, particularly group-member-involved homicides, shootings, and aggravated assaults (Penal Code Sec. 14131(b)). The City of Antioch was awarded the CalVIP grant agreement from July 2022 through June 30, 2025, for a maximum amount of \$1,794,116. Funds will be used to support, expand, and replicate evidence-based violence reduction initiatives that seek to interrupt cycles of violence.

On May 23rd, 2023 the City entered a one-year agreement with ODAT and implemented the CalVIP pilot program “Uplifting Peace,” with an opportunity to extend funding for FY2024-2025 upon successful program demonstration.

Since the execution of the one-year contract in June 2023, ODAT has demonstrated successful programming by creating a strong foundation for its pilot program, Uplifting Peace, such as hiring a full-time Program Manager, full-time Neighborhood Change Agent, creating and implementing Program Tiers, creating and implementing street outreach safety protocol procedures, attending Peace Maker Fellowship trainings conducted by CalVIP Technical Assistance Aid Advance Peace, and establishing relationships with various community-based organizations and resources.

ODAT has demonstrated successful programming by continuously conducting street outreach, and initiating and establishing rapport with City of Antioch community members who are most at risk of being involved in gun violence. Once clients are identified as Peacemaker Fellows, ODAT has successfully assisted clients in linking them to community resources and providing support. The Public Safety and Community Resources Department recommends extending the contract through June 30, 2025.

ODAT currently has 4 Peacemaker Fellows. 1 Fellow is currently in Tier 2 of the program and 3 Fellows are currently in Tier 1.

ATTACHMENTS

- A. Resolution
- B. Contract Amendment
- C. Original Contract

RESOLUTION NO. 2024/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH ONE DAY AT A
TIME FOR CALIFORNIA VIOLENCE AND INTERVENTION AND PREVENTION
GRANT PROGRAM SUPPORT AND REPLICATION OF EVIDENCE-BASED
VIOLENCE REDUCTION INITIATIVES**

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

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

WHEREAS, the City has procured the expertise of an agency (One Day at a Time (“ODAT”)) that has demonstrated it has the expertise, background, and qualifications to help the City achieve these goals;

WHEREAS, the City entered into an agreement with ODAT in the amount of \$346,500 that expires June 30, 2024 ;

WHEREAS, upon continued successful program implementation, the Public Safety & Community Resources Department has recommended and the City Council of the City of Antioch has considered authorizing a one year contract extension with ODAT to continue to support, expand, and replicate evidence-based violence reduction initiatives that seek to interrupt cycles of violence in the City of Antioch.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves Amendment No. 1 to the Agreement with ODAT for a one-year extension through June 30, 2025 and authorizes the Acting City Manager to execute the amendment 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 25th day of June 2024, by the following vote:

AYES:

ABSENT:

ABSTAIN:

NOES:

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

**AMENDMENT NO. 1 TO AGREEMENT
FOR PROFESSIONAL SERVICES FOR 2023-25 CALIFORNIA VIOLENCE
INTERVENTION & PREVENTION (CALVIP) GRANT PROGRAM'S PROGRAM
SUPPORT, DEVELOPMENT & IMPLEMENTATION SERVICE PROVIDERS**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR ONE DAY AT A TIME is entered into this 25th day of June 2024, by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("**City**") and **One Day at a Time ("ODAT")** with its principle place of business at 331 Pine Street Brentwood, CA 94513 ("**Consultant**"), through its fiscal sponsor **Community Initiatives** a 501c3 Non-Profit Corporation acting as a Fiscal Sponsor with its principle place of business at 1000 Broadway, Suite #480 Oakland, CA 94607 ("**Fiscal Sponsor**"). City, Consultant, and Fiscal Sponsor individually are sometimes referred to herein as "**Party**" and collectively as "**Parties.**"

R E C I T A L S

WHEREAS, on June 1, 2023, City and ODAT (with fiscal sponsor Community Initiatives), entered into an Agreement for Professional Services for the 2023-25 California Violence Intervention & Prevention ("**CalVIP**") Grant Program's Program Support, Development & Implementation Service Providers ("**Agreement**") and the term of this Agreement ends on June 30, 2024; and

WHEREAS, the City and ODAT seek to extend the term of services for the agreement for one additional year for a contract expiration date of June 30, 2024.

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. Section 1.1 "Term of Services" the contract shall be amended to read as follows:

Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2025 the date of completion specified in Exhibit A, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section 8.

All other terms and conditions of the Agreement shall remain in full force and effect.

CITY:

CONSULTANT:

CITY OF ANTIOCH:

ONE DAY AT A TIME:

By: _____
Kwame P. Reed
Acting City Manager

By: _____
Johnny Rodriguez
Chief Executive Officer

ATTEST:

FISCAL SPONSOR:

Elizabeth Householder
City Clerk

Community Initiatives

By: _____

APPROVED AS TO FORM:

Name: _____

Title: _____

Thomas Lloyd Smith
City Attorney

**CONSULTING SERVICES/PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND
COMMUNITY INITIATIVES**

THIS AGREEMENT ("**Agreement**") is made and entered into this 1st day of June, 2023 ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("**City**") and **One Day at a Time (ODAT)** with its principle place of business at 331 Pine Strret Brentwood, CA 94513 ("**Consultant**"), through its fiscal sponsor **Community Initiatives** a 501c3 Non-Profit Corporation acting as a Fiscal Sponsor with its principle place of business at 1000 Broadway, Suite #480Oakland, CA 94607 ("**Fiscal Sponsor**"). City, Consultant, and Fiscal Sponsor individually are sometimes referred to herein as "**Party**" and collectively as "**Parties.**"

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2024 the date of completion specified in Exhibit A, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section 8.

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

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

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

SECTION 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$340,806 notwithstanding any contrary indications that may be contained in Contractor'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 the Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

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

2.2 Payment Schedule.

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

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

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

2.4 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule in Exhibit B.

2.5 Reimbursable Expenses. Reimbursable expenses are specified below and shall not exceed three hundred and forty thousand eight hundred and six dollars (\$340,806). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:
Participant Stipends, Participant Support, Staff Travel, subcontractors,
operational costs

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

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

SECTION 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor 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 Contractor 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 Contractor'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.

3.1 Equipment Purchase.

3.1.1 Prior authorization, in writing, by City shall be required before Contractor enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or services for which Contractor intends to seek reimbursement from City. Contractor shall provide an evaluation of the necessity or desirability of incurring such costs.

3.1.2 City may require three competitive quotations with the request for such purchase, or the absence of bidding must be adequately justified.

3.1.3 Any equipment purchased as a result of this Agreement is subject to the following:

Contractor shall maintain, and provide to the City upon request, an inventory of all nonexpendable property having a useful life of at least one year.

Title to all property shall vest in the name of the City. During the term of this Agreement, Contractor shall be responsible for the protection, maintenance, and preservation of all such property held in custody for the City. Contractor shall, upon expiration or termination of this Agreement, deliver to the City all such property, and documents evidencing title to same, as applicable. In the case of lost or stolen items or equipment, Contractor shall immediately notify the City Administrator and shall complete any reports or follow such other procedures regarding lost or stolen items or equipment as required by the City.

3.1.4 Contractor shall comply with all other requirements of the City regarding supplies and equipment procured under this Agreement as may be set forth in Exhibit A, or in any policies or procedures developed pursuant to this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, 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 Contractor and its agents, representatives, employees, and subcontractors. Contractor 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. Contractor 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 Contractor's proposal. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an AM Best rating of no less than A:VII unless otherwise accepted by the City in writing:

4.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Contractor'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 Sexual/Abuse insurance. If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides case management services, or provides housing services to vulnerable groups (i.e., homeless persons), Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

4.4 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.

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

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

4.6.1 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. CGL 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). This requirement shall only apply to the CGL, and Automobile Liability Insurance policies specified above.

4.6.2 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. This requirement shall only apply to the CGL, and Automobile Liability Insurance policies specified above.

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

4.6.4 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. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

4.6.5 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.

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

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

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

4.6.6.3 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.

4.7 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.

4.8 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.

4.9 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.

4.10 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.

4.11 Remedies. In addition to any other remedies City may have if Contractor 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 Contractor's breach:

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

SECTION 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

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

5.2 By execution of this Agreement, Contractor 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 CONTRACTOR.

6.1 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 assignment of personnel pursuant to Section 1.3; however, 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.

6.2 Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, 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. Contractor and any subcontractors shall comply with all laws applicable to the performance of the Services.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor 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. Contractor represents and warrants to City that Contractor 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. Contractor represents and warrants to City that Contractor 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, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.5 Nondiscrimination and 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, 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 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 Section in any subcontract approved by the Contract Administrator or this Agreement.

7.6 Federal Requirements. Coronavirus Local Fiscal Recovery Funds ("CLFRF") may be used to fund all or a portion of this Agreement. Contractor shall comply with all federal requirements including, but not limited to, the following:

(a) Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021, U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, Treasury's Final Rule, and CLFRF reporting requirements, as applicable (collectively, the "CLFRF Compliance Requirements"). The CLFRF Compliance Requirements are expressly incorporated herein by reference.

(b) C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

(c) Federal Contract Provisions attached hereto as Exhibit C and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all applicable provisions of this Agreement, including but not limited to, CLFRF Compliance Requirements, 2 C.F.R. Part 200, and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms herein and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination; Suspension.

8.1.1 City may cancel this Agreement at any time and without cause upon written notification to Contractor.

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

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

8.1.2 City shall may temporarily suspend this Agreement and the Services contemplated herein, wholly or in part, for such reasonable period as it deems necessary. Contractor will be paid for satisfactory Services performed prior to the date of suspension. During the period of suspension, Contractor shall not receive any payment for services or expenses incurred by Contractor by reason of such suspension.

8.2 **Extension.** City may, in their sole and exclusive discretion, extend the end date of the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor 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 Contractor 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 Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor'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 Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor 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 Contractor shall survive the termination of this Agreement.

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

8.6.1 Immediately terminate the Agreement;

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

8.6.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor in which case the City may charge Contractor the difference between the cost to have a different Contractor complete the work described in Exhibit A that is unfinished at the time of breach

and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor 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 Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Contractor. Such materials shall not, without the prior written permission of City, be used by Contractor for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Contractor which is generally known, shall be deemed confidential. Contractor 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 Contractor's Books and Records. Contractor 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 Contractor..

9.4 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Contractor 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 Contractor under this Agreement. Contractor 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 Contractor which is the basis or foundation for any derivative, collective, surrectional or supplemental work created under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Protocols; Incident Response. The Services shall be performed in compliance with all protocols provided to Contractor by the City or developed pursuant to this Agreement and approved by the City. In addition to all other requirements for the Services contained in Exhibit A, Contractor shall have written plans or protocols and provide employee training for addressing incidents involving violence or threat of violence; loss, theft or unlawful accessing of confidential information; fraud or waste of Agreement funds; and unethical conduct. Contractor shall report all such incidents to the City within one business day of their occurrence unless a shorter period is otherwise required by the City.

10.2 Addressing Community Concerns. To the extent permitted by law, Contractor shall notify the City of any material complaints regarding the Services, received orally or in writing, and shall take appropriate steps to acknowledge receipt of any such complaint(s). Contractor shall report all such complaints to the City within one business day of receipt.

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

10.4 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.

10.5 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.

10.6 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.

10.7 Use of Recycled Products. Contractor 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.

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

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

Contractor 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 Contractor was an employee, agent, appointee, or official of City in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that if this Agreement is made in violation of

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

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

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

10.11 Contract Administration. This Agreement shall be administered on behalf of the City by Monserat Cabral ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.12 Notices. Any written notice to Contractor shall be sent to:

Johnny Rodriguez, One Day at a Time
331 Pine Street
Brentwood, CA 94513

Any written notice to City shall be sent to:

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

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

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

CITY:

CITY OF ANTIOCH

Forrest B. Ebbs, Acting City Manager

Attest:

Elizabeth Householder
City Clerk

Approved as to Form:

Thomas Lloyd Smith, City Attorney

CONSULTANT:

One Day at a Time

DocuSigned by:
By: Johnny Rodriguez
3A3D07731D4446...
Name: Johnny Rodriguez

Title: Executive Director

FISCAL SPONSOR:

Community Initiatives

DocuSigned by:
By: Ruth Williams
574D70B859D74E1...

Name: Ruth Williams

Title: President and CEO

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

EXHIBIT A
SCOPE OF WORK

Consultant's Proposal

One Day at a Time (ODAT)

PROGRAM SUPPORT, DEVELOPMENT & IMPLEMENTATION

City of Antioch

June 1, 2023 – June 30, 2024

Key Strategies:

Through the implementation of personal and leadership development, the attainment of self-identified life goals, caring and consistent relationships with fellows and VI/IS, trauma-informed healing and the successful implementation of a culturally appropriate and evidenced-based disruption model proven to interrupt homicide, shootings, and aggravated assaults, this project will save and transform young lives and the community in which they live.

Key Objectives for Grant period June 1, 2023 – June 30, 2024

- By July 31, 2023, ODAT would have partnered with Advance Peace to launch a violence interruption model based on the Advance Peace Model and the experience of ODAT with the Beyond Violence evidence-based model.
- By August 31, 2023, ODAT in partnership with Advance Peace will provide project staff and leadership with training on key elements of the project, project philosophy and values, and cultural humility, care, and respect.
- By August 31, 2023, ODAT will have developed project marketing and enrollment outreach strategies, and materials and begin its implementation.
- By August 31, 2023, ODAT in partnership with Advance Peace will identify and orient no less than 5-7 project mentors/fellows.
- By August 31, 2023, ODAT in partnership with Advance Peace will adopt the data collection and tracking system utilized by Advance Peace for all project participant and activity data collection.
- Between July 1, 2023 – February 2024 – ODAT staff will conduct community outreach activities to identify participants for the project.
- By March 31, 2024, ODAT in partnership with Advance Peace will have identified no less than 15 high risk participants for project participation.

- ODAT will submit quarterly reports to City of Antioch per City of Antioch specifications.

Outline of proposed services:

Proposed services align with the Advance Peace Model and the Beyond Violence Model, taken from ODAT's thirteen years of experience with this model. The proposed services will include:

- Identify participants who are most at risk of being involved again with gun violence (most likely to be perpetrators or victims of gun violence and influential leaders). (ODAT is also open to serving other types of violence if the City of Antioch is also in agreement.)
 - Work with Advance Peace, Antioch Police Department, Contra Costa Sheriff's Department, the County Probation Office, local churches, schools, and indigenous community agencies to identify potential participants via face-to-face outreach utilizing culturally engaging and sensitive outreach materials, tools, and engagement efforts.
- Link project participants to Violence Interrupters/Intervention Specialists who will link and support them through the 12-month program. •
- The Violence Interrupter/Intervention Specialist will partner with the participant to create an Individual Action Plan for each participant – with 12-month goals.
 - The Action Plan will be driven by the participant's self-identified goals, desires, and dreams.
 - The Violence Interrupter/Intervention Specialist will assist the participant in linking to resources to support their goals.
 - The VI/IS will provide hands on assistance on how to self-navigate and advocate for resources they need to build the participants own ability to advocate on their own behalf.
 - The VI/IS will track results of each connection made to resources and each participant's achievements.
- Participants will be offered daily mentorship through project fellows.
 - Linkage to fellows who have life experience with gun violence, incarceration, trauma and who are passionate about giving back and helping others.
 - Daily interactions with Project Fellows will also be collected under each participant's plan.
- Participants will be linked or provided group life skills classes to expand violence interruption pathways.

- Classes such as anger management, trauma informed care groups/counseling, etc.
- Participants will be provided with internships and travel incentives to recognize participant achievement and progress on participant self-identified goals.
 - Visits to local colleges, job fairs, violence conferences, with potential for participants to serve as guest speakers/presenters, etc.
- Participants will be provided with emergency services as needed (such as support relocating to another community, support with temporary housing, transportation, childcare, after-school care, food assistance, etc.)

How Services will lead to intended outcomes and contribute to the city's effort to reduce violence

Through the experience ODAT has gained with Beyond Violence and the Advance Peace model, we know that the services offered will result in positive outcomes for each participant because evidence-based models are being utilized to provide service. These models are effective for the following reasons:

- The AP model identifies the highly influential individuals who are perpetrators or victims of violence and invests in their development, health, and healing rather than being punitive.
- The AP model focuses on changing highly influential individuals who have the leadership capability to influence others to make positive changes.
- The AP and Beyond Violence models both focus on building trust and healing by recognizing trauma and working to heal that trauma through trauma-informed support and care.
- The AP model tailors street outreach to individuals through a Life MAP (Management Action Plan), knowing that street face-to-face outreach is one of the best strategies for reaching marginalized communities and presenting to them a positive alternative life option opportunity. The Beyond Violence Model also utilizes face-to-face outreach at the bedside as well as a patient created self-identified Action Plan.
- The AP Street outreach and Peacemaker Fellowship are organized around positive mental health and emotional regulation supports (Healthy human development and healing from unaddressed traumas that contribute to violence for the individuals in the Peacemaker Fellowship.) By healing trauma, we open the participants' ability to choose healthier life options.

City of Antioch California Violence Intervention and Prevention 2023-2024	
Total Project Budget Amount:	\$309,823.00
Fiscal Sponsored Cl:	\$30,982.30
Staff Costs:	
Executive Director (1/4 time)	\$26,000.00
Project Manager/FT	\$87,859.00
Inerventionist/ Outreach Workers/FT	\$71,884.00
Inerventionist/ Outreach Workers/PT (20hrs)	\$33,280.00
Total Staffing Cost	\$219,023.00
Program Success Support	
Staff Trainings and Development	\$1,200.00
Sub Contractor-program structure, data collection & evaluation.	\$13,500.00
Total Staffing Cost	\$14,700.00
Program Supplies/Materials	
Cell Phone (2)	\$1,200.00
Mileage	\$3,600.00
Office and program supplies	\$1,800.00
*Computer & software	\$5,000.00
Marketing	\$3,000.00
Total Staffing Cost	\$14,600.00
Discretionary Client Fund: Cost per client*15 *Funds can be shifted around based on client needs.	
*Educational/Vocational Training Costs/Job Readiness	\$34,000.00
*Transportation Expenses	\$9,000.00
*Food/Groceries Asst/ Extreme Hardship	\$9,000.00
Client Incentives	\$4,500.00
Total Client Fund	\$56,500.00
Contingency	\$5,000.00
Cost to Operate	\$340,805.30

Payment Schedule

Compensation

City will compensate ODAT as the Service Provider in the amount of three hundred and forty thousand eight hundred and six dollars \$340,806 through June 30, 2024, notwithstanding anything contrary in ODAT's Proposal.

Authorized Reimbursements

City will reimburse ODAT for the following expenses and amounts upon receipt of an invoice and supporting documentation. The Agreement authorizes no other reimbursement, and the City will not provide payment for the reimbursement of any expense other than those listed below, which are further described in ODAT's Budget Proposal.

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

EXHIBIT B CALVIP ADDITIONAL TERMS AND CONDITIONS

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

General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

Special Terms and Conditions

1. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

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

2. UNION ACTIVITIES

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

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

3. WAIVER

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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 25, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Michael Mellone, Lieutenant of Police

APPROVED BY: Brian Addington, Interim Chief of Police

SUBJECT: Agreement with Motorola Solutions for the Sole-Source Purchase of Handheld Two-Way Radios for Emergency Communications and the Approval of a Subscriber Services Agreement for Related Wireless Radio Services for a Total Not to Exceed **\$995,229.18**

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the Acting City Manager to purchase 78 Motorola APX Next portable radios with five-year subscriber services agreements, in a form approved by the City Attorney, for the Antioch Police Department and Code Enforcement Division personnel for a total not to exceed **\$995,229.18**.

FISCAL IMPACT

The cost to purchase 78 emergency two-way radios, and five years of required subscriber services, is \$995,229.18. The first installment (\$497,614.59) is included in the FY 24 General Fund Police Department budget. The second installment of \$497,614.59 will be paid from American Rescue Plan Act (ARPA) funds budgeted in FY25.

DISCUSSION

The Police Department has 145 portable two-way emergency radios, which are used by Police Department and Code Enforcement staff members for field communications. The Police Department was informed these radios have exceeded their serviceable life, will no longer be supported by the manufacturer, and need replacement to be brought up to current technological standards. The cost to purchase 145 radios is more than 1.7 million dollars, so staff recommends a scheduled replacement over the next four (4) years to provide reliable emergency radio communications for the Police and Code Enforcement Departments.

Staff recommends purchase of APX Next handheld radios from Motorola Solutions to help

address a communications gap in the Southwest area of the City. This area, which includes all streets and neighborhoods south of James Donlon Boulevard from the western edge of the city to Golf Course Drive, lacks reliable radio communications due to a coverage shadow created by hills adjacent to this area blocking signal from the closest radio tower located on Kregor Peak near Clayton. Police Department staff have expressed concerns about responding to calls in these areas because their radios lack reliable communications.

On December 10, 2021, Antioch Police Department (“APD”) officers responded to an active shooter incident on Dove Court, which is a location impacted by the lack of reliable radio communications. During the ensuing hours-long standoff, APD officers and tactical teams were unable to effectively communicate with their radios. The California Department of Justice (“DOJ”) recently issued a report on the incident titled *Policy and Practice Recommendations for the Antioch Police Department Related to the Officer-involved Shooting of Guadalupe Zavala on December 10, 2021* (Exhibit ‘A’). Their main recommendation was for the Police Department to upgrade their radio communications equipment: “APD should ensure that officers are equipped with effective communication devices that can operate in the hilly areas covered by their Department” (p. 2).

The APX Next handheld radio from Motorola Solutions is able to automatically switch from our primary radio system to the FirstNet/AT&T Wireless Network to provide seamless communications, which is a feature the radios needing replacement do not have. The Police Department received five trial APX Next radios for a 30-day period. These radios were provided to Police Officers who work the Southwest area of Antioch, and they were asked to provide feedback on their reliability. The trial participants all reported the radios worked flawlessly in the identified areas lacking primary radio coverage. They also reported the APX Next radio worked inside of both major hospitals in the City – Sutter Delta Medical Center and Kaiser-Sand Creek. Both hospitals, which are frequented by Police Department staff responding to and investigating both routine and emergency calls for service, are constructed of building materials that block the radio signal on existing Police Department radios, requiring officers to step outside or use their cellphones to communicate with Police Dispatch.

Police Department staff, including Patrol Officers, Detectives, and Community Service Officers, frequently leave our primary radio coverage area to conduct follow-up investigations, prisoner and citizen transports from other facilities, and training. With our existing radios, they would have to use cellphones to call the Police Department Dispatch Center and ask their messages to be relayed to other Officers and supervisors. This creates a delay in communication, which impacts supervisor and Officer awareness. The APX Next radios the Police Department wishes to purchase will operate throughout California where FirstNet and AT&T Wireless provide service, which greatly expands our existing coverage area, and assists with mutual aid response to disaster areas throughout the State.

The Motorola APX Next handheld radio has global positioning system (GPS) technology which would allow Police Dispatchers and supervisors to locate an Officer immediately. This feature is not available on existing Police Department radios needing replacement, and enhances Officer safety, supervision, and assists with location of lost or stolen

devices.

The Police Department, like all municipal public safety agencies in Alameda and Contra Costa Counties receive primary emergency radio service from the East Bay Regional Communications System Authority (EBRCSA). The Motorola APX Next handheld radio is the only device compatible with the existing radio infrastructure used by the EBRCSA. Staff requests authorization to enter into a sole-source purchase agreement with Motorola Solutions, since other radio manufacturers do not have this compatibility.

It is the intent of staff to request additional City Council approval in subsequent years to continue this planned replacement of Police and Code Enforcement radios.

ATTACHMENTS

- A. Resolution
- B. Quote from Motorola Solutions
- C. Subscriber Services Addendum with Motorola Solutions
- D. Subscriber Services Agreement with AT&T / FirstNet
- E. Exhibit 'A' *"Policy and Practice Recommendations for the Antioch Police Department Related to the Officer-involved Shooting of Guadalupe Zavala on December 10, 2021"*

RESOLUTION NO. 2024/XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE ACTING CITY MANAGER TO PURCHASE 78 PORTABLE TWO-
WAY RADIOS FROM MOTOROLA SOLUTIONS WITH FIVE-YEAR SUBSCRIBER
SERVICES AGREEMENTS FOR RADIO SERVICES FOR A TOTAL NOT TO
EXCEED \$995,229.18**

WHEREAS, the City of Antioch currently utilizes handheld wireless two-way radios for public safety communications;

WHEREAS, the existing handheld radios are outdated and in need of replacement to ensure effective communication among Police Department and Code Enforcement personnel;

WHEREAS, Motorola Solutions has been identified as the sole provider capable of supplying 78 APX Next handheld radios compatible with the East Bay Regional Communications System Authority radio infrastructure utilized by the City; and

WHEREAS, the purchase of these radios will enhance the operational efficiency and safety of Police Department and Code enforcement personnel in responding to emergencies and conducting daily operations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the Acting City Manager to purchase 78 Motorola APX Next portable radios with five-year subscriber services agreements, in a form approved by the City Attorney, for the Antioch Police Department and Code Enforcement Division personnel for a total not to exceed **\$995,229.18**.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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



QUOTE-2685061

Billing Address:
ANTIOCH, CITY OF
PO BOX 5007
Antioch, CA 94531
US

Quote Date:06/18/2024
Expiration Date:08/17/2024
Quote Created By:
Michael Larson
Michael.Larson@
motorolasolutions.com

End Customer:
ANTIOCH, CITY OF

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT SINGLE BAND					
1	H45TGT9PW8AN	APX NEXT SINGLE BAND MODEL 4.5 PORTABLE*	39		\$6,641.00	\$4,847.93	\$189,069.27
1a	QA00569AP	ADD: 7/800MHZ BAND	39		\$0.00	\$0.00	\$0.00
1b	QA00570AW	ADD: VHF BAND+	39		\$800.00	\$584.00	\$22,776.00
1c	BD00001AA	ADD: CORE BUNDLE	39		\$3,106.00	\$2,267.38	\$88,427.82
1d	H499KC	ENH: SUBMERSIBLE (DELTA T)	39		Included	Included	Included
1e	H38DA	ADD: SMARTZONE OPERATION	39		Included	Included	Included
1f	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	39		Included	Included	Included
1g	Q361CD	ADD: P25 9600 BAUD TRUNKING	39		Included	Included	Included
1h	QA09028AA	ADD: VIQI VC RADIO OPERATION	39		Included	Included	Included
1i	QA03399AK	ADD: ENHANCED DATA	39		Included	Included	Included
1j	Q387CB	ADD: MULTICAST VOTING SCAN	39		Included	Included	Included
1k	QA00580BA	ADD: TDMA OPERATION	39		Included	Included	Included
1l	QA09001AM	ADD: WIFI CAPABILITY	39		Included	Included	Included
1m	BD00010AA	ADD: SECURITY BUNDLE	39		\$1,023.00	\$746.79	\$29,124.81



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1n	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	39		Included	Included	Included
1o	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	39		Included	Included	Included
1p	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	39		Included	Included	Included
1q	Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	39		Included	Included	Included
1r	QA09113AA	ADD: BASELINE RELEASE SW	39		\$0.00	\$0.00	\$0.00
1s	QA00379AA	ALT: HARD LEATHER CARRY CASE STANDARD BATTERY 2.75 INCH BELT LOOP	39		\$75.00	\$54.75	\$2,135.25
1t	QA08853AA	ADD: CPS ENABLEMENT*	39		\$0.00	\$0.00	\$0.00
1u	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US*	39		\$0.00	\$0.00	\$0.00
2	NNTN9216A	BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T	39		\$248.05	\$186.04	\$7,255.56
3	PSV01S03059A	APX NEXT PROVISIONING WITH CPS*	1		\$0.00	\$0.00	\$0.00
4	SSV01S01406A	SMARTCONNECT	39	5 YEARS	\$375.00	\$375.00	\$14,625.00
5	SSV01S01476A	SMARTLOCATE	39	5 YEARS	\$375.00	\$375.00	\$14,625.00
6	SSV01S01907A	SMARTMAPPING	39	5 YEARS	\$375.00	\$375.00	\$14,625.00
7	SSV01S01906A	SMARTMESSAGING	39	5 YEARS	\$375.00	\$375.00	\$14,625.00
8	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA	39		\$169.56	\$127.17	\$4,959.63
9	PMMN4136B	ACCESSORY KIT,XVP830 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB	39		\$486.00	\$364.50	\$14,215.50
10	LSV01S03447A	APX NEXT DMS ESSENTIAL W ACC DMG	39	7 YEARS	\$947.27	\$947.27	\$36,943.53

Subtotal

\$453,407.37



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Estimated Tax

\$44,207.22

Grand Total

\$497,614.59(USD)

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

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The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Billing Address:
ANTIOCH, CITY OF
PO BOX 5007
Antioch, CA 94531
US

Quote Date:05/01/2024
Expiration Date:08/01/2024
Quote Created By:
Michael Larson
Michael.Larson@
motorolasolutions.com

End Customer:
ANTIOCH, CITY OF

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Estimated Tax

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The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Subscription Services Addendum

This Subscription Services Addendum to the Communications System and Services Agreement or other previously executed and currently in force agreement, as applicable ("Primary Agreement") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below or in the Primary Agreement ("**Customer**") ("**SSA**"). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the Primary Agreement.

1. Addendum.

1.1. Scope. This SSA governs Customer's purchase of Subscription Services (and, if set forth in an Ordering Document, related Services) from Motorola and provides additional and/or different terms and conditions that govern the sale of Subscription Services. This SSA will be subject to, and governed by, the terms of the Primary Agreement. To the extent there is a conflict or inconsistency between the terms and conditions of the SSA and an associated Ordering Document, the terms and conditions of the Ordering Document will take precedence over the SSA. Additional Subscription Services-specific Addenda or other terms and conditions may apply to certain Subscription Services, where such terms are provided or presented to Customer.

1.2. Definitions. Capitalized terms used in this SSA shall have the following meanings:

- 1.2.1. "**Authorized Users**" shall mean Customer's employees, full-time contractors engaged for the purpose of supporting the Subscription Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.
- 1.2.2. "**Customer Contact Data**" shall mean data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes.
- 1.2.3. "**Customer Data**" shall mean data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Subscription Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data;
- 1.2.4. "**Customer-Provided Equipment**" shall mean certain components, including equipment and software, not provided by Motorola that may be required for use of the Subscription Services.
- 1.2.5. "**Documentation**" shall mean documentation for the Subscription Services, Motorola Software, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.
- 1.2.6. "**Equipment**" shall mean hardware provided by Motorola.
- 1.2.7. "**Feedback**" shall mean comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services.

- 1.2.8. **“Fees”** shall mean fees and charges applicable to the Subscription Services and set forth in an Ordering Document.
- 1.2.9. **“Motorola Data”** shall mean data owned or licensed by Motorola;
- 1.2.10. **“Ordering Documents”** shall mean statements of work, technical specifications, and other ordering documents setting forth the Subscription Services to be purchased by Customer and provided by Motorola.
- 1.2.11. **“Process” or “Processing”** shall mean any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.2.12. **“Service Use Data”** shall mean data generated by Customer’s use of the Subscription Services or by Motorola’s support of the Subscription Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use;
- 1.2.13. **“Subscription Services”** shall mean hosted software-as-a-service provided to Customer, and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola on a subscription basis.
- 1.2.14. **“Subscription Software”** shall mean software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola on a subscription basis associated with the Subscription Services.
- 1.2.15. **“Third-Party Data”** shall mean information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Subscription Services.

2. Delivery of Subscription Services.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Services set forth in an Ordering Document, in accordance with the terms of this SSA. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Services or upon Motorola otherwise providing access to the Subscription Services. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Services.

2.2. Modifications. Motorola may modify the Subscription Services, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Services may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Services may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Services, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security

of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Services through such user credential (including through any administrative user credentials), including any changes made to the Subscription Services or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Services through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms provided herein.

2.4. Beta Services. If Motorola makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

2.5. Equipment Title. Unless Customer is purchasing equipment pursuant to the terms in the Primary Agreement and unless stated differently in this SSA or in the Ordering Documents, title to any Equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this SSA will be governed by the terms and conditions set forth in the Primary Agreement.

3. Subscription Software License, Restrictions, and Obligations.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with this SSA, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Services remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in this SSA, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions in connection with their use of the Subscription Services. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software and Subscription Services available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or Subscription Services or any portion thereof to a human-readable form;

modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software or Subscription Services with other software; copy, reproduce, distribute, lend, or lease the Subscription Software, Subscription Services or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Services, or Documentation to be placed in the public domain; use the Subscription Software or Subscription Services to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software or Subscription Services to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software, Subscription Services or its related systems or networks.

3.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Subscription Services under this SSA, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Subscription Services under this SSA, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

3.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "Non-Motorola Content") with or through the Subscription Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Subscription Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Subscription Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Subscription Services, including the right for Motorola to access, store, and process such Non-Motorola Content, and to otherwise enable interoperation with the Subscription Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Subscription Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Subscription Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Subscription Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Subscription Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Subscription Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in Section 14.3 – Intellectual Property Infringement of the Primary Agreement.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the Subscription Services and any associated recurring Services ordered under this SSA (or the first Subscription Services or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Services (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Services and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional or subsequent Subscription Services or recurring Services under this SSA during an in-process Subscription Term, the subscription for each such additional or subsequent Subscription Services or recurring Service will (a) commence upon delivery of such Subscription Services or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Services and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the Primary Agreement, if this SSA is attached to the Primary Agreement as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the Primary Agreement Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Primary Agreement is earlier terminated in accordance with the terms of the Primary Agreement.

4.3. Termination. Notwithstanding the termination provisions of the Primary Agreement, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Services or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Services terms of service, Subscription Software license scope, or other terms set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Services poses, or may pose, a security or other risk or adverse impact to any Subscription Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Services and Documentation, and that Customer's breach of this SSA will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this SSA, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Return of Discount. If Customer is afforded a discount in exchange for a term commitment longer than one-year, early termination by Customer will result in an early termination fee, representing a return of the discount off of list price.

4.5. Cancellation Fee. If a minimum Initial Subscription Period applies and Customer terminates prior to the end of the minimum Initial Subscription Period, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the minimum Initial Subscription Period.

4.6. No Refund. If a subscription is terminated for any reason prior to the end of the Subscription Term, other subscription period set forth in the Ordering Documents, or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

4.7. Suspension of Services. Motorola may terminate or suspend any Subscription Services or Services under an Ordering Document if Motorola determines: (a) the related Subscription Software license has expired or has terminated for any reason; (b) the applicable Subscription Services is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.8. Wind Down of Subscription Services. In addition to the termination rights in the Primary Agreement, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Services or Services to customers.

4.9. Effect of Termination or Expiration. Upon termination for any reason or expiration of the Primary Agreement, this SSA, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction. If Customer has any outstanding payment obligations under this SSA, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Subscription Services already delivered. Customer has a duty to mitigate any damages under this SSA, including in the event of default by Motorola and Customer's termination of this SSA.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the Primary Agreement), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Services and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Services and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Services and any recurring Services if Customer fails to make any payments when due.

5.2. No Price Guarantee. Notwithstanding any language to the contrary, the pricing and Fees associated with this SSA will not be subject to any most favored pricing commitment or other similar low price guarantees.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Subscription Services for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the

invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for the Subscription Services.

5.5. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Services during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Services during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Primary Agreement.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. THE SUBSCRIPTION SERVICES ARE PROVIDED "AS-IS". IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE PRIMARY AGREEMENT, AND NOTWITHSTANDING ANY PROVISION OF PRIMARY AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; (E) BETA SERVICES; (F) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE SUBSCRIPTION SERVICES; (G) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF SUBSCRIPTION SERVICES WITH ANY OF THE FOREGOING; (H) LOSS OF DATA OR HACKING; (I) MODIFICATION OF SUBSCRIPTION SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (J) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; (K) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (L) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS SSA OR MISUSE OF THE SUBSCRIPTION SERVICES.

6.2. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the Primary Agreement or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Proprietary Rights; Data; Feedback.

7.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "Motorola Materials"). The Subscription Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when

Motorola has expressly transferred title or other interest to Customer by way of an Ordering Document or under the Primary Agreement, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this SSA does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Subscription Services or other Motorola Materials, or permit any third party to do so.

7.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this SSA including the right to Process and use the Customer Data as set forth in Section 7.3 – Processing Customer Data below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to Section 7.3.3 – Sub-processors.

7.3. Processing Customer Data.

7.3.1. **Motorola Use of Customer Data.** To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Subscription Services under this SSA, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. Customer agrees that this SSA, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

7.3.2. **Collection, Creation, Use of Customer Data.** Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with the Subscription Services), and Motorola's use of such Customer Data in accordance with this SSA, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola's and its subcontractors' use) of the Customer Data as described in this SSA.

7.3.3. **Sub-processors.** Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this SSA. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

7.4. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under this SSA, Motorola will delete all Customer Data following termination or expiration of this SSA, the applicable Addendum, or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to Section 17.7 – Notices of the Primary Agreement. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

7.5. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

7.6. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Subscription Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in an Ordering Document or Subscription Services-specific Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this SSA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates this SSA, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of this SSA to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Subscription Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

7.7. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

7.8. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this SSA or Primary Agreement to the contrary, all fixes, modifications and improvements to the Subscription Services conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

7.9. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Primary Agreement to allocate the respective roles as joint controllers.

8. Security.

8.1. Industry Standard. Motorola will maintain industry standard security measures to protect the Subscription Services from intrusion, breach, or corruption. During the term of this SSA, if the Subscription Services enables access to Criminal Justice Information ("CJI"), as defined by the Criminal Justice Information Services Security Policy ("CJIS"), Motorola will provide and comply with a CJIS Security Addendum. Any additional security measure desired by Customer may be available for an additional fee.

8.2. Background checks. Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

8.3. Customer Security Measures. Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Customer Contact Data once accessed or viewed by Customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Subscription Services if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Subscription Services or Motorola's own security measures.

8.4. Breach Response Plan. Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

9. General Provisions.

9.1. Third-Party Beneficiaries. This SSA is entered into solely between, and may be enforced only by, the Parties. Each Party intends that this SSA will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this SSA.

9.2. Cumulative Remedies. Except as specifically stated in this SSA, all remedies provided for in this SSA will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this SSA, the election by a Party of any remedy provided for in this SSA or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

9.3. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Subscription Services, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Subscription Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this SSA to verify compliance with this SSA. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of this SSA, in which case Customer will be responsible for such expenses and costs.

9.4. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 7 – Proprietary Rights; Data, Feedback, Section 8 – General Provisions**, and where the context of any section indicates an intent that such section shall survive the term of this SSA, then such section shall survive.

The Parties hereby enter into this Subscription Software Addendum as of the Effective Date.

Motorola: Motorola Solutions, Inc.

Customer: [REDACTED]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approval as to Form

Thomas Lloyd Smith, City Attorney

Subscription Services Addendum**Exhibit A: FirstNet and AT&T Service Terms****Public Safety Entity (“Customer”) Responsibilities for access to and use of “First Net” Service as provided by AT&T**

General. The Customer is responsible for complying with AT&T Acceptable Use Policy found at att.com/aup and applicable AT&T Service Guides found at att.com/servicepublications.

Privacy. The Customer is responsible for complying with all applicable privacy laws. The Customer is responsible for obtaining consent from and giving notice to its Users regarding Motorola’s and AT&T’s collection and use of User information in connection with a Service. The Customer will only make accessible or provide Personal Data to Motorola and AT&T when it has the legal authority to do so.

User Eligibility. The Customer shall verify, or assist Motorola and AT&T in verifying, as stated below, the eligibility of its Users to use the Service. The Customer is required to verify and confirm that its Users are authorized and eligible to use Service. The Customer must perform periodic audits on a regular, but not less than once per year, basis to identify any individuals who are no longer eligible for Service. The Customer must produce such information as may be requested through AT&T by the FirstNet Authority and the United States Government to verify eligibility of its users.

Limitations on the Service. THE CUSTOMER ACKNOWLEDGES THAT SERVICE IS MADE AVAILABLE ONLY WITHIN THE OPERATING RANGE OF THE NETWORKS. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED BECAUSE OF: (A) FACILITIES LIMITATIONS; (B) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TERRAIN, OTHER NATURAL OR ARTIFICIAL CONDITIONS ADVERSELY AFFECTING TRANSMISSION, WEAK BATTERIES, SYSTEM OVERCAPACITY, MOVEMENT OUTSIDE A SERVICE AREA OR GAPS IN COVERAGE IN A SERVICE AREA AND OTHER CAUSES REASONABLY OUTSIDE OF MOTOROLA OR AT&T’S CONTROL SUCH AS, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; OR (C) EQUIPMENT MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF SERVICE.

Limitations on Service of Carrier Partners. CARRIER PARTNER NETWORKS ARE MADE AVAILABLE AS-IS AND MOTOROLA AND AT&T MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF ROAMING SERVICE PROVIDED BY CARRIER PARTNERS, AND MOTOROLA AND AT&T WILL NOT BE LIABLE IN ANY CAPACITY FOR ANY ERRORS, OUTAGES, OR FAILURES OF CARRIER PARTNER NETWORKS. ROAMING ON CARRIER PARTNER NETWORKS OUTSIDE THE FIRSTNET SERVICE AREA (IF ANY) SHALL BE AVAILABLE AS DESCRIBED IN THE SERVICE GUIDE.

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN [CUSTOMER] AND THE UNDERLYING CARRIER; (3) THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO [USER], WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE; AND (4) THAT DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED

Medical Devices (FDA and HIPAA Responsibilities). The Customer shall be responsible for FDA compliance as a “distributor” of the Device to its users. Except as necessary to provide the Service to the Customer, The Customer shall not convey any protected health information (“PHI”) to AT&T, as that term is defined in the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act regulations. Motorola and/or AT&T shall not function as the Customer’s business associate in rendering the Services; such Services will be limited to providing conduit or mere data transmission services to the Customer in accordance with guidance on the “conduit exception” under HIPAA. Each Party shall bear its own costs associated with regulatory compliance.

Audits. Customer may be subject to occasional audits by AT&T or its agents to verify compliance with this Exhibit A.



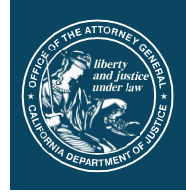
C A L I F O R N I A

DEPARTMENT OF JUSTICE

Policy and Practice Recommendations for the Antioch Police Department Related to the Officer- Involved Shooting of Guadalupe Zavala on December 10, 2021

ISSUED PURSUANT TO CALIFORNIA GOVERNMENT CODE
SECTION 12525.3, SUBDIVISION (B)(2)(B)(III)

May 2024



POLICY AND PRACTICE RECOMMENDATIONS

The Attorney General is required to include “[r]ecommendations to modify the policies and practices of the law enforcement agency, as applicable” as a component of this report. (Gov. Code, § 12525.3 subd. (b)(2)(B)(iii).) Therefore, the Department of Justice (DOJ) through its Police Practices Section (PPS) conducts a supplemental review of the information obtained through the criminal investigation, including body-worn camera footage, interview recordings, video recordings, witness statements and other records, as well as the publicly-available policies of the agency employing the officers who are subject to the criminal investigation.

Because of the nature of this process, PPS does not generally obtain additional information from the employing law enforcement agency, or conduct independent investigation of the agency’s practices outside of the single incident under review, which makes this process different from the DOJ’s formal Civil Code section 52.3 investigations and oversight reviews of local law enforcement agencies. PPS uses the review process under Government Code section 12525.3, subdivision (b)(2)(B)(iii), to identify “applicable” recommendations, including any recommendations to modify policies and practices that may reduce the likelihood that officers use deadly force, as well as recommendations to address any other deficiency or concern related to the officers’ conduct or the agency’s response that PPS observes. PPS’s goal is that these recommendations will assist the agency and the officers involved in the incident in understanding, from an independent perspective, improvements that may be made to address what was observed through this incident.

PPS limited its review to the information obtained through this criminal investigation. However, the Antioch Police Department (APD) is currently under civil investigation by the DOJ pursuant to Civil Code section 52.3, and the findings of that investigation may lead to further recommendations to APD that supplement or expand upon the recommendation below. PPS’s recommendation herein will not serve to limit or otherwise prevent PPS from making additional recommendations after it concludes its active civil investigation.

As background, on December 10, 2021, at approximately 1:09 p.m., APD officers were dispatched to a call of a male shooting a gun, while also carrying a rifle, and walking around in camouflage clothing, ballistic helmet, and barefoot on Dove Court (court) in a residential neighborhood. The male with the gun was later identified by dispatch as the decedent, Guadalupe Zavala (Zavala), and the Automated Firearms System found that he had a rifle and a pistol listed in his name.

Throughout the time the APD officers were on scene of the eventual officer-involved shooting, they had difficulties communicating with one another. Their radio communications with dispatch and each other were working sporadically, and many of their department-issued cell phones did not have reception in the area. Acting Captain Desmond Bittner called the radio communication “horrible,” explaining that:

[W]e had fairly good cell reception and radio communication throughout the city, but that one area is probably the worst spot in the city, so as I’m trying to get things put out over the air, my radio at times wouldn’t work, and I couldn’t get it across. So sometimes I tried to make a cell call to Sergeant Hoffman, my cell phone wouldn’t work, so it was a bad situation.

Officer Eric Rombough also stated that that they had to “constantly walk back and forth to the CNT [crisis negotiations team] truck to get updates because of the radios being so horrible,” and that at one point several officers had to “huddle[] around a phone together, the one that actually had service, and trying to watch [the drone APD had flown inside Zavala’s home].” These statements about communications problems were confirmed by other officers on scene, as well.

At approximately 4:51 p.m., nearly four hours after APD officers were dispatched to the scene, Zavala exited his front door with his rifle held in a low-ready position. He looked toward a neighbor’s residence, as if looking to acquire a specific target. Both APD snipers fired their weapons. Zavala fell to the ground, then opened his front door and crawled inside.

For the next two hours, officers strategized and utilized multiple means to contact Zavala, including making numerous announcements from the armored rescue vehicle (ARV) that Zavala was surrounded and to “stop shooting,” deploying a 40 mm foam baton round from the turret APD’s ARV through the front window and using Pittsburgh Police Department’s (PPD) ballistic armored tactical transport vehicle (BATT) to remove the front windows of Zavala’s residence, flying an unmanned aerial vehicle (UAV) into the residence, and flying a UAV with a throw-phone into the residence. Zavala did not respond other than to throw items at the UAVs in his residence. APD and PPD SWAT officers and their tactical commanders also discussed additional less-lethal options, including introducing gas into the residence and deploying a canine into the residence to confirm if Zavala was injured or to encourage him to surrender.

Before gas or a canine could be deployed, at approximately 6:50 p.m., a fire was observed in the area of Zavala’s garage. Zavala exited the north side window of his residence holding what appeared to be a rifle in his hands. Flames and smoke poured out of the windows throughout the residence. Zavala moved to the back of his house, then to the side yard and hid under a grill, with what appeared to be a pistol in his hands. PPD breached the south fence with their BATT. As they backed up their BATT, Zavala moved quickly toward the BATT and appeared to take a shooting stance, pointing at the BATT.

Though APD snipers had difficulty communicating with other officers, they were aware that the fire had forced Zavala out of the house and could observe him in his yard heading towards the PPD BATT. One APD sniper across the street and two APD SWAT officers inside the ARV parked in the street at the north side of Zavala’s residence fired at and struck Zavala. APD officers quickly moved Zavala away from the fire, and officers and medics provided first aid until the paramedics arrived on scene and took over medical care. Zavala was declared deceased at the scene at approximately 7:12 p.m., more than six hours after the initial 911 calls.

PPS commends APD for the manner in which they handled this volatile, dangerous situation, coordinating with neighboring agencies, exploring less-lethal options, and rapidly deploying the SWAT and CNT teams to the incident to attempt to achieve a peaceful surrender. PPS evaluated all the facts and available evidence, and pursuant to its obligations under Government Code section 12525.3, subdivision (b)(2)(B)(iii), PPS advises that APD review and implement the following focused recommendation.¹

1. COMMUNICATION

APD should evaluate its communications systems, including radios and department-issued cell phones, to ensure that officers can communicate with each other throughout the region covered by APD. Due to the hilly terrain of the area, many of the officers' radios and cell phones did not work properly, so they could not send or receive radio broadcasts and cell phone messages, and when messages were sent or received, it required multiple attempts. Multiple officers confirmed the severity of the communication problems during their interviews. Acting Captain Desmond Bittner, Officer Rombough, and Detective Ryan McDonald all volunteered during their interviews that the challenges with communications made it difficult for officers to communicate with each other on scene.

Importantly, those challenges do not appear to have affected the overall outcome because the APD sniper and SWAT team members were able to observe the fire forcing Zavala out of his house and into the yard and were in position to be able to see him as he advanced towards the Pittsburgh BATT. However, failed or inconsistent radio communications and cell phone reception have the potential to place officers and the public at risk if officers cannot efficiently and effectively communicate with each other during critical incidents regarding their location, what they are seeing and hearing, any potential risks to officers or the public, and strategies and tactics. Moreover, in an already stressful environment with a dangerous and chaotic situation, communications problems should not add to the officers' stress.

APD should ensure that officers are equipped with effective communications devices that can operate in the hilly areas covered by their Department. APD can seek additional coverage or upgrades through their department-issued cell phone or radio carriers or, if that is impracticable or not feasible, examine whether there are other cell phone carriers or radio channels that would work in all areas they serve. While this may be beyond the current resources of APD, or the City of Antioch, they should explore their options to increase the communications capacity of their officers to be able to address any critical incident without the added challenge of inadequate communications systems.

Additionally, APD was coordinating at the scene with officers from PPD, Oakley Police Department, Brentwood Police Department, and deputies from Contra Costa County Sheriff's Office. The tactical commanders from APD, PPD, and the other agencies were communicating with each other regarding less-lethal options and strategies to communicate with Zavala, but they had to conduct these communications in person because their agencies could not communicate with each other through their radio systems. Thus, APD officers were not always aware of what PPD and other officers were

¹ PPS reviewed and evaluated APD's Crisis Intervention policy as part of its assessment. Though APD called its Mobile Crisis team, in this instance, the team would not have been able to intervene because Zavala was armed and shooting at the neighbors' residences and cars, and so he presented an ongoing and dangerous threat. APD Crisis Intervention Incident policy would only be applicable in a non-violent incident that did not involve any criminal activity. (Antioch Police Department Policy No. 414, "Crisis Intervention Incidents" (July 28, 2021).) In this incident, APD's SWAT/CNT and Hostage and Barricade Incidents policy are the primary policies that APD did follow. (Antioch Police Department Policy No. 310, "Special Weapons and Tactics (SWAT) & Crisis Negotiation Team" (July 28, 2021) and No. 407, "Hostage and Barricade Incidents" (July 28, 2021).)

doing. For example, Officer Rombough stated in his interview that he did not know if the PPD team was in their armored BATT vehicle when Zavala started running toward the vehicle.

APD should assess their communications systems to ensure their radios have regional channels capable of communicating with other neighboring agencies. When there are mutual aid calls to agencies from multiple counties and cities for critical incidents, it is important for officers to be able to communicate with the other officers from their neighboring agencies, especially as the events are unfolding and rapid tactical decisions must be made. APD should ensure that their officers can effectively and efficiently communicate with officers from other agencies in future incidents by setting up regional radio channel systems for interagency communication.




**STAFF REPORT TO THE CITY COUNCIL AND HOUSING SUCCESSOR TO THE
ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH**

DATE: Regular Meeting of June 25, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Teri House, CDBG/Housing Consultant

APPROVED BY: Tasha Johnson, Public Safety and Community Resources Director 

SUBJECT: Public Hearing to Review the FY 2024-25 Action Plan for Expending Federal Community Development Block Grants ("CDBG"), Local Housing Successor, Permanent Local Housing Allocation ("PLHA") and Energy Efficiency and Conservation Block Grant ("EECBG") funding and Amending the FY 2024-25 Budget

RECOMMENDED ACTIONS

It is recommended that:

- 1) The City of Antioch as the Housing Successor to the Antioch Development Agency approve the funding recommendations of the CDBG Committee and adopt the resolution approving \$4,050,000 in Housing Successor funding for homeless services and development of affordable housing outlined in the FY 2024-25 Annual Action Plan and authorizing the necessary FY 2024/25 budget adjustments (Staff Report Attachment A).
- 2) The City Council approve the funding recommendations of the CDBG Committee and adopt the resolution approving the substantial amendments to the FY 2023-24 Action Plan Downtown Roadway Project to reallocate \$395,346.34 and the FY 2021-22 Action Plan to reallocate \$215,549.85 of remaining funds in the Downtown Roadway Project for a total of \$610,896.19 to be utilized for the development of affordable supportive housing for extremely low-income and homeless households and authorizing the necessary FY 2024/25 budget adjustments (Staff Report Attachment B).
- 3) The City Council approve the funding recommendations of the CDBG Committee and adopt the resolution approving the FY 2024-25 City of Antioch Action Plan, which encompasses CDBG Entitlement funds, prior year reallocated funds, use of CDBG Corona Virus ("CDBG-CV") funds, PLHA, EECBG and Housing Successor funds totaling \$6,454,180 to address identified high priority needs of lower income residents of the City of Antioch and

authorizing the necessary FY 2024/25 budget adjustments (Staff Report Attachment C).

FISCAL IMPACT

All actions below authorize amendment of the City's Operating Budgets in the amounts approved by the above referenced resolutions, and total \$6,454,180 in funding from the federal Department of Housing and Urban Development (HUD) for CDBG and CDBG-CV funds, and Department of Energy (DOE) for EECBG funding, as well as the State Department of Housing and Community Development (HCD) for PLHA funding.

Action #1: The recommended action has no impact on the General Fund but commits a total of \$4,050,000 in Housing Successor Low Income Housing funds for FY 2024-25 to address identified high priority needs for unhoused residents and loans to construct new affordable permanent supportive housing for unhouse and lower income households.

Action #2: The recommended action has no impact on the General Fund but substantially amends the FY 2023-24 Action Plan, Downtown Roadway Project to reallocate \$395,436.34 and the FY 2021-22 Action Plan to reallocate \$215,549.85 remaining funds in the Downtown Roadway Project toto commit a total of \$610,896.19 to be utilized for the development of affordable supportive housing for extremely low-income and homeless households.

Action #3: The recommended action has no impact on the General Fund but commits a variety of funding sources including those previously acted upon separately which in total comprise the FY 2024-25 Action Plan, including \$879,893 in CDBG entitlement funds, \$610,896 in reallocated CDBG funds, \$184,970 in previously approved CDBG-CV funds, \$4,050,000 in Housing Successor funds, \$645,614 in PLHA funds, and \$82,807 in EECBG funds.

BACKGROUND

The City of Antioch belongs to the Contra Costa County HOME Consortium, comprised of the cities of Antioch, Concord, Walnut Creek, Pittsburg, and the County on behalf of the other cities and areas. Each jurisdiction within the Consortium receives a separate allocation of Community Development Block Grant ("CDBG") funds from the federal government for housing and community development activities, and HOME funds for affordable housing development. The Consortium members pool their allocations of HOME funds with the County for administration to create a larger pool to help leverage the greatest amount of funds possible to create affordable housing in the County.

To receive federal funds, the Consortium must submit a strategic plan of three or five years, known as the Consolidated Plan. The Consolidated Plan outlines the existing and future housing and community development needs and sets forth the strategies the Consortium will undertake and prioritize for using federal funds to address those needs. The City of Antioch and all Consortium jurisdictions approved the five-year 2020-2025 Contra Costa Consortium Consolidated Plan in May 2020.

The five-year Consolidated Plan is divided into a two-year funding cycle, followed by a three-year funding cycle. FY 20-21 and 21-22 comprise the two-year cycle, and FY 22-23, 23-24, and 24-25 comprise the three-year cycle. This year's Action Plan for FY 2024-25 is the third year of the three-year funding and final year of the Consolidated Plan. In this year, no new applications for funding were accepted and contracts are eligible for renewal at the discretion of the City Council.

Public Comment

In accordance with HUD regulations, a public notice was published on May 25, 2024 in the East Bay Times providing availability of the FY 2024-25 Action Plan and funding, allowing 30 days for public comment on the Action Plan. The CDBG Standing Committee also received public comments at its two meetings. Public comment from the CDBG Committee meetings and those received by this writing are included in Attachment D.

Affordable Housing Funding and Projects

This year the City collaborated with the County to put out a joint Request for Proposals (RFP) for affordable housing projects. The RFP was made available in September 2023 and proposals were received in December. The County received over \$100 million in requests but had only \$23,888,923 available across all funding sources.

The City of Antioch received three proposals, one of which was incomplete and withdrawn. The two remaining proposals were from Hope Solutions and Novin Development, which requested a total of \$9.5 million in City of Antioch funding. The Housing division initially expected to make available up to \$6 million in Housing Successor and PLHA funds. That changed due to various factors that affect the demand for Housing Successor and PLHA funding. After examining all permitted uses over all currently available funding streams, the current recommendation of the CDBG Committee is for \$3 million in Housing Successor funding and \$1,064,810 in CDBG for a total of \$4,064,810 for affordable housing development at this time, with further CDBG funding that will be recommended in the next five-year Consolidated Plan period.

Following is an outline of the two proposals:

1. **Hope Solutions for Hope Village Antioch** at 3195 Contra Loma Blvd, proposed new construction of permanent supportive housing
 - Total 22 unit village on 2.17 acre parcel, with 11 one-bedroom, 10 two-bedroom, and 1 three-bedroom units for unhoused families and singles at or below 50% AMI, including 5 units affordable at 30% AMI. Additional auxiliary building for office and community space as well as a two-bedroom live-in residential manager unit. Units will be factory built to complete project quickly.
 - Developer is purchasing land from First Family Church
 - Total project estimated at \$12,747,638. Request is for \$1,980,205 County Measure X, \$2 million Antioch Housing Successor, and \$2 million Antioch

PLHA, total \$8,177,740 combined city/county request, \$4 million Antioch funding.

- Expected construction start date if all funding is obtained early 2026 with expected completion late 2026.
- Professional services provided by Hope Solutions

2. **Novin Development for Grace Commons** at 3415 Oakley Road, proposed new construction of permanent supportive rental housing.

- Total 80 units with 43 restricted to households with incomes at 30% of the Area Median Income (AMI), 11 units at 50% AMI, and 25 units at 60% AMI plus 1 manager unit.
- Project is partnership with Grace Bible Fellowship with a 99-year ground lease at \$1/year on a 1.3 acre parcel, part of a 9 acre campus owned by the church.
- Total project estimated at \$50,871,308. Request was for \$2 million County Measure X, \$3 million Antioch Housing Successor, \$2.5 million Antioch PLHA, total \$7.5 million combined city/county request, \$5.5 million Antioch funding.
- Expected construction start date if all funding is obtained – 4/30/2025, with expected completion 10/31/2026.
- Developer requests \$750,000 of the City funding as project predevelopment grant or loan to support soft costs related to civil, architecture, environmental, traffic engineering, and legal counsel related to project entitlement, as well as community engagement, to prepare for June 2024 Super NOFA application.

County Funding – Although Hope Solutions was recommended for funding for one project in another city, and Novin Development for two projects in other cities, neither of their Antioch projects were recommended. Securing local (City of Antioch) funding is considered by all funders, including the County, to be a baseline of project preparedness and all Antioch projects scored low in this category without approved funding. With local funding secured, both projects will be much more competitive for next year's County funding application as well as for other funding sources from the State and other entities. The Board of Supervisors will be making their decision on allocations on June 25, 2024.

CDBG Standing Committee

Council Members Tamisha Torres-Walker (District 1) and Mike Barbanica (District 2) comprised the CDBG Standing Committee, which met on March 28 and June 13, 2024. At the first meeting the federal allocations had not yet been announced. This delayed the County's announcement of the awards for affordable housing projects, for which both Antioch project proponents had applied. It also meant that the Committee could not consider the 2024-25 funding allocations. Instead, they reviewed the two housing

applications and heard 10-minute presentations from Hope Solutions and Novin Development for their proposed housing projects as well as public comments.

At the second meeting, Committee members received an update on the County's recommendations and revised staff recommendations, brief updates from the Hope Solutions and Novin teams, and again heard public comments.

Action #1 – Housing Successor funding for affordable housing production and resolution

The CDBG Standing Committee recommends that Council approve Housing Successor funding most of those units, with an allocation of \$1.5 million to Hope Solutions for Hope Village and \$1.5 million to Novin Development for Grace Commons. This Housing Successor funding will not be able to be expended until January 2025 to meet MTC/TOC requirements, but the funding commitment will allow the developers to more successfully compete for other funding sources in the next two years.

The Committee also recommends that Council approve the maximum permitted amount of \$250,000 in Housing Successor funding for homeless services including the Safe Parking Program, legal services, homeless CORE dispatch and 2-1-1 homeless services, as well as emergency rental and housing assistance, as well as up to the maximum of \$250,000 for administration/staffing of the housing programs, for a total of \$4,050,000.

Recommended Action

It is recommended that the City of Antioch as the Housing Successor to the Antioch Development Agency approve the funding recommendations of the CDBG Committee and adopt the Resolution approving \$4,050,000 in Housing Successor funding for homeless services, administration, and development of affordable housing outlined in the FY 2024-25 Annual Action Plan (Attachment A).

Action #2 – Substantial Amendment to Reallocate CDBG funds

The CDBG Standing Committee recommends that Council repurpose \$610,896 in unspent prior year CDBG funds awarded to the Downtown Roadway Project which constitutes a Substantial Amendment to the prior year Action Plan.

In 2023 the Downtown Roadway project received an extra \$550,000 from the Housing Revolving Loan Fund, increasing the allocation for that project to \$1,485,988. The City had to spend these funds or it would exceed the amount of CDBG funds permitted to be unexpended as of May 1st each year. This would have triggered sanctions from HUD. Those housing funds were utilized for the Roadway project in March and April 2023. This action was approved by Council on February 28, 2023. Repurposing roadway funds for housing purposes allows the City to honor the original intent of the housing funds that had

to be reallocated. Using for Housing also means that the funds become a loan, not a grant, which will enable further projects to be funded in the future.

- The reallocated funds to be used for Affordable Housing would have to be utilized by April 30, 2025 to keep the City from exceeding the maximum cap, just as before.
- The City has been allocating funding to the Downtown roadway project for almost 20 years, and Mr. Buening has indicated that most of the reconstruction work has now been accomplished.
- CDBG funds are NOT eligible to be used for roadway maintenance, only for roadway reconstruction and accompanying curb cuts.
- Various Councilmembers have indicated an eagerness to use the CDBG funding for other purposes.
- For the new Consolidated Plan for 2025-30, staff will be recommending that CDBG funding be used for affordable housing purposes to the greatest extent possible providing that they can be expended in a timely manner, with Roadway as a second priority when at all possible.

Recommended Action

It is recommended that the City Council approve the funding recommendations of the CDBG Committee and adopt the resolution approving the substantial amendments of the FY 2023-24 Action Plan Downtown Roadway Project to reallocate \$395,436.34 and the FY 2021-22 Action Plan to reallocate \$215,549.85 remaining funds in the Downtown Roadway Project for a total of \$610,896.19 to be utilized for the development of affordable supportive housing for extremely low-income and homeless households (Attachment B).

Action #3 – 2024-25 Action Plan

CDBG Entitlement Funding - The Committee is recommending \$879,893 in 2024-25 CDBG entitlement funds, \$645,614 in PLHA, and \$82,807 in EECBG funding (total \$1,608,314). This is in addition to \$610,896 in CDBG Reallocated funding from Action #2, \$184,970 approved in a prior year action, and \$4,050,000 from Action #1, for a total of all funds to be committed in 2024-25 of \$6,454,180. The Action Plan represents the entire scope of all funding to be invested by the City in the coming year as it is submitted to HUD to achieve High priority needs and goals for the City. Sources are as follows:

	24-25 CDBG-EN*	Reallo- cated	CV**	PLHA	EECBG	Housing Successor	Total All Funds
Funds Available	879,893	610,896	184,970	645,614	82,807	4,050,000	6,454,180
\$ Recommended	879,893	610,896	184,970	645,614	82,807	4,050,000	6,454,180
Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0

*EN = Entitlement

**CV= Corona Virus federal funds

The City of Antioch's federal CDBG allocation for 2024-25 is \$879,893, an increase of \$64,699 from the FY 2023-24 allocation of \$815,194. Of these funds, CDBG Public Services are capped by HUD regulations at 15% of the grant amount plus 15% of the prior year (FY 2023-24) program income which was \$0. Public Service activities are being recommended at \$130,000 and fall within these parameters.

Administration of the CDBG program is capped at 20% of the grant amount which is \$175,979 plus 20% of the grant fiscal year (FY 2024-25) program income (estimated to be \$0.) The allocation for Administration is \$175,979.

CDBG-CV Funding – Council has previously approved the allocation of remaining CV funding to provide in-house fair housing, tenant/landlord, and renter assistance. The allocation in the FY 24-25 Action Plan serves to inform Council as to the amount allocated for the year. This includes Fair Housing testing of Antioch apartment complexes including hiring of testers and analysis of data, as well as the robust response to renter and landlord inquiries the City now enjoys from a full-time housing counselor

Permanent Local Housing Allocation (PLHA) – PLHA funds in the amount of \$645,614 are being recommended for some of the eligible Homeless services (\$165,000) as well as for Housing Rehabilitation (\$460,000). PLHA funding will have to pick up the majority of Housing Rehabilitation in future years, as the Housing Successor funding will be exhausted by the end of 2028 by design, as the City meets its remaining obligations to the Successor agency to provide affordable housing for lower income residents. However, the annual allocation of PLHA funds is projected to be approximately \$250,000 to \$350,000 annually so additional funds will have to be sought to augment the greater needs for Antioch's aging housing stock.

Energy Efficiency and Conservation Block Grant Program (EECBG) – The City is anticipating a grant from the Department of Energy of \$165,614 of which \$82,807 is available each year for two years. Of this, \$75,000 is recommended for use with the housing rehabilitation program to provide energy-related repairs such as HVAC units, roofs, insulation, and other items to improve the energy efficiency of Antioch's housing stock and reduce housing costs for lower income households, while \$7,807 can be used for administration and compliance.

Housing Successor funding – As previously mentioned, the Housing Successor funding of \$4,050,000 which was considered in Action 1 supports affordable housing (\$3,000,000), homeless services (\$250,000) and administration (up to \$250,000).

Recommended Action

It is recommended that the City Council approve the funding recommendations of the CDBG Committee and adopt the resolution approving the FY 2024-25 City of Antioch Action Plan which encompasses CDBG Entitlement funds, prior year reallocated funds, use of CDBG-CV funds, PLHA, EECBG and Housing Successor funds totaling

\$6,454,180 to address identified high priority needs of lower income residents of the City of Antioch including homeless services, general public services, services for seniors and disabled persons, for abused and neglected youth, economic development support, fair housing investigation, tenant/landlord and renter support, housing rehabilitation and energy improvements, and first time homebuyers assistance, as well as for administration of all programs (see Attachment “C”).

Action Plan Priority Goals and Annual 2024-25 Strategies

The adopted Priority Needs and Goals for the 2020-25 Consolidated Plan, and the proposed Strategies for 2024-25 are detailed below.

Homeless Goals (H-1 and H-2) and Strategies: For 2024-25, Antioch’s homeless strategies focus relatively equally on assisting unhoused persons in the City with outreach, safe parking and emergency shelter, as well as precariously housed residents in their existing housing and out of the homeless system of care, which is struggling to assist the increasing numbers of families. Homeless services are funded by PLHA and Housing Successor funds for a total of \$415,000

H-1 Goal: Permanent Housing for Homeless. Further “Housing First” approach to ending homelessness by supporting homeless outreach efforts, emergency shelter, transitional housing, and permanent housing with supportive services to help homeless persons achieve housing stability.

H-1.1 Strategy – CORE Outreach Services, Contra Costa County Health, Housing and Homeless Services (\$30,000 PLHA). Program serves as an entry point into the coordinated entry system for unsheltered persons and works to identify, engage, stabilize and house chronically homeless individuals and families. The outreach teams will contact homeless individuals in Antioch to provide basic needs, supplies, counseling, benefits assistance, linkages to healthcare, shelter placement, and referrals and transportation to C.A.R.E. Centers. 400 unsheltered Antioch persons to be served.

H-1.2 Strategy – Emergency Shelter for Battered Women and their Children, STAND! For Families Free of Violence (\$10,000 PLHA). Program provides emergency shelter for up to 24 women and their children fleeing domestic violence, as well as comprehensive supportive services, including food, clothing, social and legal advocacy, vocational assistance, childcare, housing referrals, and counseling. 10 battered spouses and their children to be served.

H-1.3 Strategy – Winter Nights Emergency Family Rotating Shelter (\$15,000 PLHA). Program provides emergency family shelter for up to 30 people in families with children. Services include shelter, food, transportation, case management, housing placement assistance and more. Shelter operates October – June and moves every two weeks to different faith-based locations. 18 unsheltered Antioch residents to be served.

H-1.4 Strategy – Winter Nights Safe Parking Program Antioch (\$100,000 PLHA, \$70,000 HS). Program provides overnight parking for unhoused individuals and families living in their vehicles, with services for up to 25 cars/vehicles per night, 7 nights per week. Services include registration and screening of individuals, safe parking with overnight access to bathroom facilities, food, and case management, as well as showers several times a week. Parking program will operate year round. 50 homeless Antioch residents to be served.

H-2 Goal: Prevention of Homelessness. Expand existing prevention services including emergency rental assistance, case management, housing search assistance, legal assistance, landlord mediation, money management and credit counseling.

H-2.1 Strategy – Bay Area Legal Aid, Housing and Homeless Prevention (\$25,000 HS). To prevent homelessness and preserve affordable housing, BayLegal attorneys provide legal services to clients in Contra Costa County facing illegal evictions, discrimination, foreclosures, substandard habitability issues, and other housing rights violations. 100 at-risk persons to be served.

H-2.2 Strategy –Crisis/2-1-1 Homeless Services, Contra Costa Crisis Center (\$10,000 HS). Program provides 24/7 mental health crisis intervention services and a 2-1-1 information and referral service using full-time professional staff & highly trained volunteers and serves as the primary contact and gateway into the homeless coordinated entry system. Antioch funding for homeless-related calls only. 1,000 homeless/at risk individuals to be served.

H-2.3 Strategy – Nourishing Lives, Feeding Homeless and At-Risk, Loaves and Fishes \$10,000 PLHA). Program provides hot, nutritious meals Monday through Friday in Antioch dining room, located at 403 West 6th Street, in the surrounding lower income areas census tracts of 3050.00, 3060.03, 3071.02, and 3072.02. Partnering with other agencies, clients are also offered safety net services such as medical, shelter, and registration for Cal Fresh. 350 persons to be served.

H-2.4 Strategy – SHELTER Inc., Homeless Prevention/Rapid Rehousing (\$145,000 HS) Program prevented homelessness for households at-risk of homelessness and rapidly re-housed households who were homeless by providing short-term financial assistance for move-in costs or past due rent. 200 persons to be assisted

Total of eight (8) programs to address homelessness recommended at \$415,000.

Non-Housing Community Development Goals (CD-1 – CD-8) and Strategies

Public Services (CD-1 – CD-5)

CD-1 Goal: General Public Services. Ensure that opportunities and services are provided to improve the quality of life and independence for lower income persons and ensure access to programs that promote prevention and early intervention related to a variety of social concerns.

CD-1.1 Strategy – Antioch Cancer Support Community (\$10,000 CDBG-EN). Program provides services at Antioch facility to lower income households with cancer and their family members and other caregivers, as well as survivors, providing psychosocial support, integrative therapies and community navigation. 14 persons to be served.

CD-1.2 Strategy – Technology Center Training, Opportunity Junction (\$10,000 CDBG-EN). Program provides low-income workers, jobseekers, and seniors with accessible training in computer applications, English as a Second Language, typing, and Spanish in the evening. The Technology Center operates Monday through Thursday from 5 pm to 9 pm and also offers free access to computers and the Internet. Program is especially geared to persons with limited English proficiency. 75 persons to be served.

CD-1.3 Strategy – RotaCare Free Medical Clinic, St. Vincent de Paul of Contra Costa County (\$10,000 CDBG-EN). Program provides a 4-exam room clinic that was built and developed by St. Vincent de Paul, and the clinic provides free urgent and chronic medical care to the uninsured. The clinic is staffed by a full-time clinic operations manager and a part-time Nurse Care Coordinator for patient follow up for patients experiencing chronic diseases. Care is provided by the volunteer Medical Director and additional volunteer medical professionals including physicians, nurses, social workers, health educators. All services are provided free of charge including physician/nurse treatment, pharmaceuticals, lab services, x-rays, MRIs, Ultrasounds, and diagnostics. Patients are referred for free surgical and specialty care. Bilingual support for all services is provided. 240 persons to be served.

Total of three (3) programs for General Public Services recommended at \$30,000.

CD-2 Goal: Non-Homeless Special Needs. Ensure that opportunities and services are provided to improve the quality of life and independence for persons with special needs, such as elderly and frail elderly, victims of domestic violence, persons with HIV/AIDS, persons with mental, physical and developmental disabilities, abused children, illiterate adults and migrant farm workers.

CD-2.1 Strategy/Seniors & Disabled – Bedford Center Adult Day Health Care, Choice in Aging (\$10,000 CDBG-EN). Program provides adult day health care to frail elderly, adults with severe mental or physical disabilities, and persons with dementia, allowing respite for family caregivers while client receives individualized nursing care, mental health care, and therapies (physical, occupational, music, and horticultural therapy). 28 disabled persons to be served

CD-2.2 Strategy/Victims of Domestic Violence (DV) – Navigation for Victims of DV, Abuse Trafficking, CC Family Justice Alliance (\$10,000 CDBG-EN).

Program provides navigation services to victims of domestic violence, sexual assault, child abuse, elder abuse, and human trafficking. Services are provided at the Family Justice Center, which brings public and private providers together under one roof to provide wrap-around services. 300 persons to be served.

CD-2.3 Strategy/Seniors - Senior Legal Services, Contra Costa Senior Legal Services (\$10,000 CDBG-EN).

Program provides free legal counseling, advice, representation and litigation services to seniors in connection with their housing, income maintenance, consumer and individual rights, and other elder law issues. 100 persons to be served.

CD-2.4 Seniors/Disabled – Advocacy in Care Facilities, Empowered Aging (\$10,000 CDBG-EN).

Program provides dependent adults and elderly residing in long-term care facilities with access to safe and secure environments through the advocacy of trained and certified Ombudsmen who investigate abuse, ensure compliance of facilities, facilitate & execute advanced health care directives and provide training to nursing home staff. 125 disabled and frail elderly to be served.

CD-2.5 Strategy/Seniors & Disabled – Independent Living Skills, Lions Center for the Visually Impaired (\$10,000 CDBG-EN).

Program provides in-home independent living skills instruction and training to visually impaired adults so they will maintain their independence and avoid institutionalization. 30 persons to be served.

CD-2.6 Strategy/Seniors – Care Management, Meals on Wheels Diablo Region (\$10,000 CDBG-EN).

Program provides an array of services to help older adults and their families meet long-term care needs, including assistance in resolving critical issues affecting financial and physical health and wellness to help them live as independently as possible. \$20k in funding provides for emergency pool to be administered by MOWDR and shared by the Cares Program and Contra Costa Senior Legal Services for emergency assistance to vulnerable low-income seniors. 150 seniors to be served.

CD-2.7 Seniors/Disabled – Meals on Wheels Food Delivery, Meals on Wheels Diablo Region (\$10,000 CDBG-EN).

Program delivers seven nutritious meals each week to frail, home bound seniors and disabled adults to help them live at home in safety, comfort, and with dignity for as long as they can. Seniors benefit from daily health and wellness checks from volunteer drivers and ongoing client monitoring through in-home visits by outreach workers. 300 seniors to be served.

Total of seven (7) programs for Special Needs populations (elderly, disabled, victims of domestic violence) recommended at \$70,000.

CD-3 Goal: Youth. Increase opportunities for children/youth to be healthy, succeed in school, and prepare for productive adulthood. City of Antioch focuses on abused and neglected youth.

CD-3.1 Strategy/Youth from Homeless Families – Emergency Child Shelter Services, Bay Area Crisis Nursery (\$10,000 CDBG-EN). provides short-term residential/shelter services and emergency childcare for children ages birth through five years for 30 days within a 6-month period. New daytime crisis childcare provided from 7 am - 7 pm daily with access for 30 days within a 6-month period. 15 youth to be served.

CD-3.2 Strategy/Abused & Neglected Youth – Child Sexual Assault Intervention through the Children’s Interview Center, Community Violence Solutions (\$10,000 CDBG-EN). Program provides child sexual assault and physical abuse victims aged 2-17 years and their non-offending family members services including forensic interview, advocacy, case management, and mental health services. 65 abused youth to be served.

CD-3.3 Strategy/Abused & Neglected Youth – Serving Foster Children, Court Appointed Special Advocates (\$10,000 CDBG-EN). Program provides advocacy, mentoring and representation services to abused and neglected children who are wards of the County Juvenile Dependency Court to improve access to social services, health care, therapeutic services and a safe and permanent living situation. 40 foster youth to be served.

Total of three (3) programs for abused and neglected youth recommended for \$30,000.

CD-4 Goal: Fair Housing. Continue to promote fair housing activities and affirmatively further fair housing to eliminate discrimination in housing choice in the City of Antioch.

CD-4.1 Strategy – Fair Housing Services, City of Antioch (\$75,000 CDBG-CV Prior Allocation) Program investigates complaints of alleged housing discrimination and provides fair housing counseling services, including advice, mediation and litigation, and outreach and education to residents and landlords to ensure fair housing opportunity. 50 persons to be served.

CD-5 Goal: Tenant/Landlord Counseling. Support the investigation and resolution of disagreements between tenants and landlords, eviction prevention and education for tenants, and education of tenant and landlord rights and responsibilities under federal, state and existing and new City renter protections, to help prevent people from becoming homeless.

CD-5.1 Strategy – Tenant/Landlord Services, City of Antioch (\$109,970 CV Prior Allocation). Program provides landlord/tenant counseling services and legal

services to Antioch tenants and landlords on their rights and responsibilities under federal, state and local housing laws. 150 persons to be served.

Economic Development (CD-6)

CD-6 Goal: Economic Development. Reduce the number of persons with incomes below the poverty level, expand economic opportunities for very low- and low-income residents, and increase the viability of neighborhood commercial areas.

CD-6.1 Strategy – Road to Success for Childcare Businesses, COCOKids (\$20,000 CDBG-EN). Program benefits lower income residents by providing microenterprise assistance for those who want to maintain or start stable small businesses as licensed home-based family childcare providers. 18 micro-enterprises to be served.

CD-6.2 Strategy – Small Business Support Program, Monument Impact (\$20,000 CDBG-EN). Program assists Latinx immigrants to formalize and license their small, family-owned businesses by providing highly individualized services that address the language, technology and financial barriers that immigrant entrepreneurs face. 6 microenterprises to receive assistance.

CD-6.3 Strategy – Administrative Careers Training (ACT) Program, Opportunity Junction (\$60,000 CDBG-EN). Program trains and places low-income job seekers into administrative careers. ACT integrates computer training with life skills, case management, paid experience, mental health services, career skills, job placement, and long-term alumni follow-up. 2 persons to be trained & placed with hiring partners.

CD-6.4 Strategy – Entrepreneurship Program, Renaissance Entrepreneurship Center (\$20,000 CDBG-EN). Program serves English and Spanish speaking low-income residents with intensive small business training, classes, individual consulting, network development, and access to capital services to develop the business skills and acumen, and access the resources and networks needed to create thriving microenterprise small businesses. Train 15 persons and assist a minimum of 2 microenterprises.

Administration (CD-9)

CD-9 Goal: Administration. Support development of viable urban communities through extending and strengthening partnerships among all levels of government and the private sector and administer federal grant programs in a fiscally prudent manner.

CD-9.1 Strategy – Administration of CDBG Program, City of Antioch (\$175,979 CDBG-EN, \$250,000 HS, \$20,614 PLHA, \$7,807 EECBG). Program supports the development of viable urban communities through extending and strengthening partnerships among all levels of government and the private sector

and administering federal grant programs in accordance with HUD regulations, including: competitive and compliant procurement procedures, monitoring of performance and compliance; and effective financial controls and procedures to prevent fraud, waste or abuse.

Affordable Housing Goals and Strategies (AH-1 – AH-5)

AH-1 Goal: Increase Affordable Rental Housing Supply. Expand housing opportunities for extremely low-income, very low-income, and low-income households by increasing the supply of decent, safe, and affordable rental housing.

Project funded under Supportive Housing also have units for general rental housing without supportive services, but will be counted under AH-2 goal.

AH-2 Goal: Increase Affordable Supportive Housing. Expand housing opportunities for persons with special needs, including seniors, persons with disabilities, persons with HIV/AIDS, veterans, and the homeless, by increasing appropriate and supportive housing.

AH 2.1 Strategy – Hope Solutions – Hope Village at 3195 Contra Loma Blvd. **(\$1,064,810 CDBG-EN + \$1,500,000 HS, total \$2,564,810).** Project is new construction 22-unit permanent supportive housing village on 2.17 acre parcel, with 11 one-bedroom, 10 two-bedroom, and 1 three-bedroom units for unhoused families and singles at or below 50% AMI, including 5 units affordable at 30% AMI. Additional auxiliary building for office and community space as well as a two-bedroom live-in residential manager unit. Land purchase from First Family Church. Total project @ \$13 million. Expected start date is late 2026. 22 households with needs for supportive services to be permanently housed annually.

AH 2.2 Strategy – Novin Development, Grace Commons at 3415 Oakley Road **(\$1,500,000 HS),** proposed new construction of permanent supportive rental housing and regular rental housing. Total 80 units with 43 restricted to households with incomes at 30% of the Area Median Income (AMI), 11 units at 50% AMI, and 25 units at 60% AMI plus 1 manager unit. Project is partnership with Grace Bible Fellowship with a 99-year ground lease at \$1/year on a 1.3 acre parcel, part of a 9 acre campus owned by the church. Total project @ \$51 million with expected construction start date if all funding is obtained by 2027. 80 households with approximately 54 with supportive services to be permanently housed annually.

AH-3 Goal: Maintain and Preserve Affordable Housing. Maintain and preserve the existing affordable housing stock, including single family residences owned and occupied by lower-income households, multi-family units at risk of loss to the market, and housing in deteriorating or deteriorated lower income neighborhoods.

AH-3.1 Strategy – Antioch Home Ownership Program (AHOP), Bay Area Affordable Homeownership Alliance (\$50,000 HS). Program helps lower

income Antioch renters, employees of Antioch businesses, and others become Antioch homeowners by providing HUD approved homebuyer education (8 hrs) and counseling, reviewing applications, assistance to identify down payment subsidies including City down payment loans, and connection with lenders. 8 lower income households to purchase homes.

AH-3.2 Strategy – AHOP Loans and Grants (\$500,000 HS). Funding will be used to provide closing cost grants and down payment assistance to qualified lower income households wishing to purchase their home in Antioch. HS funds will be utilized for households with incomes up to 80% of area median, and PLHA for households with incomes between 81-120%, Funds augmented by other sources such as WISH funds and other, as these sources become available. 8 lower income households to purchase homes (same households as above AH-3.1).

AH-3.3 Strategy – Homeowner Housing Rehabilitation, Habitat for Humanity East Bay/Silicon Valley (\$460,000 HS). Project helps lower income single-family homeowners to rehabilitate their homes and improve accessibility and livability, especially for elderly and disabled homeowners. 15 households (2 loans, 13 grants) to be served.

AH-4 Goal: Reduce household energy costs. Increase housing and energy security to make housing more affordable to lower income households by reducing the consumption of energy.

AH-4.1 Strategy – Homeowner Housing Rehabilitation Energy Improvements, Habitat for Humanity East Bay/Silicon Valley (\$75,000 EECBG). Project will help lower income homeowners with heating and air conditioning, heat pumps, insulation, and other energy saving repairs, equipment, and remedies through the City's Housing Rehabilitation program, administered by Habitat for Humanity of East Bay/Silicon Valley. Households will be counted in AH-3.3 Housing Rehabilitation above.

AH-5 Goal: Expand community resilience to natural hazards. Increase resilience to natural hazards of housing stock occupied by lower income residents.

No strategies recommended for 2024-25.

ATTACHMENTS

- A. Resolution Adopting the 2024-25 Housing Successor Funding Recommendations for the 2024-25 Annual Action Plan
- B. Resolution Adopting the Substantial Amendment to the FY 2021-22 and 2023-24 Action Plans/2020-25 Consolidated Plan
- C. Resolution Adopting the FY 2024-25 City of Antioch Action Plan which encompasses CDBG Entitlement funds, prior year reallocated funds, use of CDBG-CV funds, PLHA, EECBG and Housing Successor funds totaling \$6,454,180.
 - a. Exhibit A – FY 2024-25 Action Plan Funding Recommendations
- D. Public Comments on FY 2024-25 Action Plan

ATTACHMENT “A”

RESOLUTION NO. 2024/**

RESOLUTION OF CITY OF ANTIOCH AS THE HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY APPROVING FUNDING FOR HOUSING AND HOMELESS PROGRAMS FOR FISCAL YEAR 2024-2025 AND AUTHORIZING THE NECESSARY FY 2024/25 BUDGET ADJUSTMENTS

WHEREAS, SB 341 (Chapter 796, Statutes of 2013) modifies expenditure and accounting rules for Housing Successor agencies that have taken over housing functions for former redevelopment agencies, and permits the expenditure of up to \$250,000 per fiscal year on homelessness prevention and rapid rehousing services if the housing successor has fulfilled all replacement, affordable housing production, and monitoring, database compilation and web site publication requirements;

WHEREAS, Health and Safety Code § 34176.1(a)(1) specifies, in part, that housing successors may also expend up to \$250,000 to monitor and preserve long-term affordability of units subject to affordability restrictions or covenants and administer certain activities;

WHEREAS, the City of Antioch has fulfilled the aforementioned requirements and wishes to help prevent and address the issues of homelessness in the City;

WHEREAS, FY 2024-25 is the third year of the FY 2022-25 three-year funding cycle, and the final year of the 2020-2025 Consolidated Plan period, during which extensive outreach was conducted to obtain services to best fill identified high priority needs for housing and services to benefit lower income residents in the City of Antioch;

WHEREAS, the Council CDBG Standing Committee carefully considered all programs and made recommendations for funding which constitute the draft 2024-25 Action Plan,

WHEREAS, the Committee recommends funding in the amount of \$4,050,000 from the Housing Asset Fund to be used for homeless services not to exceed \$250,000, administration Housing activities, and affordable housing development and preservation as allocated below;

WHEREAS, the City of Antioch as the Housing Successor met on June 25, 2024, to consider the Committee’s recommendations and solicit public input on the proposed FY 2024-25 Annual Action Plan; and

WHEREAS, the Director of Finance has confirmed that there are sufficient, unencumbered funds to take this action.

NOW, THEREFORE, IT BE RESOLVED that the City of Antioch as the Housing Successor to the Antioch Development Agency hereby designates \$4,050,000 in Housing Successor (HS) funds for Homeless housing and prevention programs, housing activities

ATTACHMENT “A”

and administration as specified below and authorizes the necessary FY 2024/25 budget adjustments:

Priority	Applicant	Project Name	HS Fund
Total funding available:			\$4,050,000
H-1 Permanent Housing for Homeless			
H-1.4	Winter Nights Family Shelter, Inc.	Outreach & Safe Parking Program	70,000
4	<i>Homeless Shelter</i>	Subtotal:	70,000
H-2 Prevention of Homelessness			
H-2.1	Bay Area Legal Aid	Housing & Homelessness Prevention	25,000
H-2.2	Contra Costa Crisis Center	Crisis / 211 Contra Costa	10,000
H-2.4	SHELTER, Inc.	Homeless Prevention Program	145,000
5	<i>Homeless Prevention</i>	Subtotal:	180,000
11	<i>Total Homeless Programs</i>	Subtotal Homelessness funding:	250,000
CD-8 Administration of Homeless & Housing Programs			
CD-8.1	City of Antioch	Administration	250,000
5	<i>Administration</i>	Subtotal:	250,000
AH-2 Affordable Housing Development of Permanent Supportive Housing			
AH-2.1	Hope Solutions & Faith Partnership	Hope Village Antioch – 22 units	1,500,000
AH-2.2	Novin Development & Faith Partnership	Grace Commons – 80 units	1,500,000
AH 3 Maintain and Preserve Affordable Housing			
AH-3.1	Bay Area Affordable Homeownership Alliance	Antioch Home Ownership Program	50,000
AH-3.2	City of Antioch	AHOP Loans and Grants	500,000
3	<i>Housing activities for Low/Mod Households</i>	Subtotal Housing Activities:	3,550,000
TOTAL HOUSING SUCCESSOR FUNDING			\$4,050,000

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch as the Housing Successor to the Antioch Development Agency at a regular meeting thereof, held on the 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT “B”

RESOLUTION NO. 2024/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH SUBSTANTIALLY AMENDING THE FY 2021-2022 and FY 2023-24 ACTION PLANS FOR THE CITY OF ANTIOCH AND AUTHORIZING THE NECESSARY FY 2024-25 BUDGET ADJUSTMENTS

WHEREAS, the City of Antioch has been designated by the U.S. Department of Housing and Urban Development (HUD) as a community entitled to receive, by allocation, Community Development Block Grant Funds to help develop viable urban communities through the provision of decent housing, a suitable living environment, and economic opportunity for lower income residents;

WHEREAS, as a condition of funding, HUD requires that recipient jurisdictions prepare a five-year planning document or Consolidated Plan, to detail how funds will be expended to benefit eligible populations during the plan period, and such plan for 2020-25 was approved by the Antioch City Council and submitted by the Contra Costa CDBG/HOME Consortium and approved by HUD;

WHEREAS, as a condition of funding, HUD requires recipient jurisdictions to prepare a one-year Action Plan as a subsidiary document to the Consolidated Plan, to indicate how funds will be expended to meet high priority goals and benefit eligible populations in each year of the five-year Consolidated Plan period;

WHEREAS, HUD requires recipient jurisdictions to follow the jurisdiction’s Citizen Participation Plan which defines the conditions that warrant a Substantial Amendment to the plans and requires notifying the public of changes in the allocation of funding and solicit public comment for a minimum of 30 days prior to Council consideration of the action;

WHEREAS, on May 24, 2024 the City advertised its intention to substantially amend the 2020-25 Consolidated Plan and the 2021-22 Action Plan - Downtown Roadway Project to reallocate \$215,549.85 remaining funds, as well as the 2023-24 Action Plan - Downtown Roadway Project to reallocate \$395,436.34 in funding for a total of \$610,896.19 to be allocated in the 2024-25 Action Plan for the development of 22 affordable supportive housing for extremely low-income and homeless households to be provided by Hope Solutions, and solicited public comments for a minimum of 30 days prior to the action; and

WHEREAS, the City of Antioch has determined that the expenditure of these funds will have the cumulative effect of advancing the Consolidated Plan objectives in the short and long-term;

WHEREAS, no public comment was received on this matter by the time of this staff report, and a summary of all public comment received both prior to and at the Public Hearing before City Council on June 25, 2024 will be submitted to HUD.

ATTACHMENT “B”

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

- The City hereby determines that it is appropriate to submit the revised City of Antioch FY 2021-22 and 2023-24 Action Plans submitted to the U.S. Department of Housing and Urban Development (HUD), outlining the City’s priorities for the expenditure of CDBG funds in support of HUD’s national objectives and efforts to affirmatively further fair housing, as follows:

Year	IDIS Activity #	Agency	Program	CDBG Balance Deduction \$	CDBG Revised Reallocation \$
2021-22	741	City of Antioch	Downtown Roadway Project (balance remaining)	\$215,549.85	0
2023-24	778	City of Antioch	Downtown Roadway Project (balance remaining)	\$395,346.34	0
2024-25	None yet	Hope Solutions	Hope Village Antioch		\$610,896.19
				\$610,896.19	\$610,896.19

- The FY 2024/25 City Operating Budget is hereby amended for the necessary adjustments to implement the revised Action Plans.
- The Acting City Manager, or designee, (1) shall be the City representative to submit the draft FY 2024-2025 Action Plan and all understandings and assurances contained therein, (2) is hereby directed and authorized to disburse funds and execute all attendant documents and agreements in a form approved by the City Attorney consistent with the City Council's designation and approval of the programs, activities and projects as designated in the City of Antioch FY 2024-25 Action Plan, and (3) shall act in connection with the submission and provide such additional information as may be required.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of June, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT “C”

RESOLUTION NO. 2024/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING THE 2024-25 ACTION PLAN FOR THE CITY OF ANTIOCH AND AUTHORIZING THE NECESSARY FY 2024-25 BUDGET ADJUSTMENTS

WHEREAS, the City of Antioch has been designated by the U.S. Department of Housing and Urban Development (HUD) as a community entitled to receive, by allocation, Community Development Block Grant Funds to help develop viable urban communities through the provision of decent housing, a suitable living environment, and economic opportunity for lower income residents;

WHEREAS, as a condition of funding, HUD requires that recipient jurisdictions prepare a five-year planning document or Consolidated Plan, to detail how funds will be expended to benefit eligible populations during the plan period;

WHEREAS, members of the Contra Costa CDBG/HOME Consortium, including the cities of Antioch, Concord, Pittsburg, Walnut Creek, and the County as representative of the urban cities, have prepared for adoption by each jurisdiction and submission to HUD, the Contra Costa CDBG/HOME Consortium 2020-25 Consolidated Plan (Consolidated Plan);

WHEREAS, as a condition of funding, HUD requires recipient jurisdictions to prepare a one-year Action Plan as a subsidiary document to the Consolidated Plan, to indicate how funds will be expended to benefit eligible populations in each year of the five-year Consolidated Plan period;

WHEREAS, the City of Antioch has been allocated by HUD the amount of \$879,893 in CDBG-EN (Entitlement) funds for Fiscal Year 2024-25;

WHEREAS, the City of Antioch, consistent with HUD’s program rules on eligibility, has chosen to allocate all CDBG funds to a number of programs, activities and projects in support of HUD’s National Objective to primarily benefit low and moderate-income persons; and

WHEREAS, the City of Antioch has determined that the expenditure of these funds will have the cumulative effect of advancing the Consolidated Plan objectives in the short and long-term.

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

- The City's FY 2024-25 Operating Budgets are hereby amended for the necessary adjustments in the amounts approved in the Action Plan.
- The City hereby determines that it is appropriate to submit the City of Antioch FY 2024-25 Action Plan to the U.S. Department of Housing and Urban Development

ATTACHMENT “C”

(HUD), outlining the City’s priorities for the expenditure of CDBG funds in support of HUD’s national objectives and efforts to affirmatively further fair housing (attached hereto as Exhibit A and incorporated by reference);

- The Acting City Manager, or designee, (1) shall be the City representative to submit the draft FY 2024-2025 Action Plan and all understandings and assurances contained therein, (2) is hereby directed and authorized to disburse funds and execute all attendant documents and agreements in a form approved by the City Attorney consistent with the City Council’s designation and approval of the programs, activities and projects as designated in the City of Antioch FY 2024-25 Action Plan, and (3) shall act in connection with the submission and provide such additional information as may be required.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of June, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

Exhibit A – FY 2024-25 Action Plan Funding Recommendations

FY 2024-2025 Community Grant Recommendations of the City of Antioch CDBG Committee									
Priority #	Applicant	Project Name	CDBG-EN	CDBG-EN Reallocated	CDBG-CV	Housing Successor	PLHA	EECBG	Total Funding
		Total funding available:	879,893	610,896	184,970	4,050,000	645,614	82,807	6,454,180
H-1 Permanent Housing for Homeless									
H-1.1	CC Health Services, H3	CORE Homeless Outreach Team					30,000		30,000
H-1.2	STAND! for Families Free of Violence	R Mullen Ctr Emergency Shelter					10,000		10,000
H-1.3	Winter Nights Family Shelter, Inc.	Winter Nights Family Shelter, Inc.					15,000		15,000
H-1.4	Winter Nights Family Shelter, Inc.	Safe Parking Program				70,000	100,000		170,000
4		Outreach/Shelter Subtotal:				70,000	155,000		225,000
H-2 Prevention of Homelessness									
H-2.1	Bay Area Legal Aid (BayLegal)	Legal Aid-Homelessness Prevention				25,000			25,000
H-2.2	Contra Costa Crisis Center	Crisis / 211 Contra Costa				10,000			10,000
H-2.3	Loaves and Fishes of CC	Nourishing Lives in Antioch					10,000		10,000
H-2.4	SHELTER, Inc.	Homeless Prevention Program				145,000			145,000
4		Homeless Prevention Subtotal:				180,000	10,000		190,000
8	ALL Homeless Programs	TOTAL HOMELESS FUNDING:				250,000	165,000		415,000
CD-1 General Public Services									
CD-1.1	Cancer Support Community	CSC Antioch Center	10,000						10,000
CD-1.2	Opportunity Junction	Technology Center	10,000						10,000
CD-1.3	St. Vincent de Paul of CCC	RotaCare Free Medical Clinic	10,000						10,000
3		General Public Services Subtotal:	30,000						30,000
CD-2 NonHomeless Special Needs									
CD-2.1	Choice in Aging	Bedford Center	10,000						10,000
CD-2.2	CC Family Justice Alliance	Family Justice Navigation Program	10,000						10,000
CD-2.3	CC Senior Legal Services	Legal Services for Seniors	10,000						10,000
CD-2.4	Empowered Aging	Ombudsman Services of CC	10,000						10,000
CD-2.5	Lions Center for Visually Impaired	Independent Living Skills for Blind	10,000						10,000
CD-2.6	Meals on Wheels Diablo Region	Care Management	10,000						10,000
CD-2.7	Meals on Wheels Diablo Region	Meals on Wheels (MOW)	10,000						10,000
7		Special Needs Activities Subtotal:	70,000						70,000
CD-3 Youth									
CD-3.1	Bay Area Crisis Nursery	Bay Area Crisis Nursery	10,000						10,000
CD-3.2	Community Violence Solutions	CIC Child Sexual Assault Intervention	10,000						10,000
CD-3.3	Court Appointed Special Advocates	Serving All Foster Children	10,000						10,000
3		Youth activities Subtotal:	30,000						30,000

Exhibit A – FY 2024-25 Action Plan Funding Recommendations

Priority #	Applicant	Project Name	CDBG-EN	CDBG-EN Reallocated	CDBG-CV	Housing Successor	PLHA	EECBG	Total Funding
		Total funding available:	879,893	610,896	184,970	4,050,000	645,614	82,807	6,454,180
CD-4	Fair Housing								
CD-4.1	City of Antioch	Fair Housing Services (ref only)			75,000				75,000
1		Fair Housing Activity Subtotal:			75,000				75,000
CD-5	Tenant/Landlord Services								
CD-5.1	City of Antioch	Tenant/Landlord Services (ref. only)			109,970				109,970
1		Tenant/Landlord Activity Subtotal:			109,970				109,970.00
23		Total Public Services:	130,000		184,970	250,000	165,000		729,970
CD-6	Economic Development								
CD-6.1	CoCoKids, Inc.	Road to Success Gap Funding	20,000						20,000
CD-6.2	Monument Impact	Small Business Support Program	20,000						20,000
CD-6.3	Opportunity Junction	Administrative Careers Training	60,000						60,000
CD-6.4	Renaissance Entrepreneurship Ctr	Microenterprise Development	20,000						20,000
4		Economic Development Subtotal:	120,000			-	-		120,000
CD-8	Administration								
CD-8.1	City of Antioch	Administration	175,979			250,000	20,614	7,807	454,400
1		Administration Subtotal:	175,979	-	-	250,000	20,614	7,807	454,400
AH-2	Affordable Housing Development - Permanent Supportive Housing								
AH-2.1	Hope Solutions Partnership	Hope Village Antioch - 22 units	453,914	610,896		1,500,000			2,564,810
AH-2.2	Novin Development	Grace Commons - 80 units				1,500,000			1,500,000
2		AH Development Subtotal:	453,914	610,896	-	3,000,000	-	-	4,064,810
AH 3	Affordable Housing Preservation & Maintenance								
AH-3.1	Bay Area Affordable Homeownership Alliance	Antioch Home Ownership Program				50,000			50,000
AH-3.2	City of Antioch	AHOP Loans and Grants				500,000			500,000
AH-3.3	Habitat for Humanity EB/SV	Habitat Homeowner Rehab Prog.					460,000		460,000
3		AH Preservation Subtotal:	-	-	-	550,000	460,000	-	1,010,000
AH 4	Affordable Housing Reduce Household Energy Costs								
AH-4.1	Habitat for Humanity EB/SV	Housing Rehab Energy Improvements						75,000	75,000
3		AH Energy Use Reduction Subtotal:	-	-	-	-	-	75,000	75,000
5		Affordable Housing Activities Subtotal:	453,914	610,896	-	3,550,000	460,000	75,000	5,149,810
33		TOTAL FUNDING:	879,893	610,896	184,970	4,050,000	645,614	82,807	6,454,180

ATTACHMENT “D”

Public Comments on the FY 2024-25 Action Plan

March 28, 2024 CDBG Committee meeting

- No public comment

June 13, 2024 CDBG Committee meeting

Housing Project Public Comments and Responses (CDBG & Housing Successor Funds)

- Leslie May – Re Hope Solutions, question are they working with Contra Costa Mental Health? How many units, and how many for homeless? How many years do they have to pay back any funds is a concern? Very familiar with Hope Solutions, they have a track record going way back. Don't know track record of Grace Commons. If no track record other than church (housing & services) that concerns me. Also how many years to pay back those funds. Has Novin had prior funding?
- Andrew Becker – Struggle to bring information to the community, feels this is a disconnected approach. City spent money to upgrade the facilities (City Council Chamber) but can't bring on agenda package on the screen? Packet does not have all the information (but hasn't looked in the lobby). Community doesn't know what these projects are. Grace Commons, asking money from the City but they couldn't be here today, is unfair. Need to present better.

Questions to staff and presenters from Council clarified the following for public comments:

- Novin and Hope Solutions did detailed presentation last meeting where all details were presented including the number of units at various levels of income, with majority for homeless, veterans.
- Hope Solutions is 22 doors/households, estimate 95 people, won't exceed maximum allowed. Money will be used for development of the units. Total costs are \$17 million in budget, fill gap with capital campaign, going back next year to the County, other sources. Estimated date to build out is 2026, 2027. Need to gain site control and have to have local investment to raise other investments. Agency has done this before in Grace Presbyterian in Walnut Creek, Pittsburg just recommended for funding from County and City of Pittsburg plus vouchers from Housing Authority. Grace Pres (\$2.5 million) project is funded (and going forward. Pittsburg (\$9M for 15 units
 - Council questions to Staff & answers – CDBG funds for purchasing property, tangible asset, HS funds can't be accessed until next year, used to secure additional funds to leverage other funds. Would probably draw when they start needing to pay the city for entitlements. Tabora Gardens took almost 10 years to secure all funds, typical is 5-7

ATTACHMENT "D"

years. If they secure property with tax payer money, purchase land, our security is a loan, and the land is an asset. The loan agreements are drawn up by legal council. Have 7 previous projects, not one has failed. Need local commitment to gain additional millions of investment in our County. Loan should be secured against property. HS will move as quickly as funds allow as there is urgent need. This is permanent housing with supportive services, no limit on how long they stay. Support if and when they want to move on. Tenant screening will be inclusive of persons who are discharged from prison. Coordinated Entry will be doing the placement, through County system, individuals assessed for vulnerability, case workers determine who is best fit for every unit. Target population is unhoused folks, variety of challenges including legal system contact, mental health, etc. Anyone from County could be placed, not restricted to Antioch residents due to fair housing laws. Likely a high proportion of Antioch residents because of PIT count shows Antioch highest area.

- Grace Commons – 80 units, 200+ people. This is a big project, cost is \$45-50 million, 3 story. Funding is coming from capital campaign by church which has been successful for all structures on the property, County, State applications, federal, large tech companies. Novin Development has 14 projects, 6 in Bay Area, one in Santa Cruz, Pleasanton, has track record to support the scale of the development, which is more easily funded by County & State. Church is committed to the project and fundraising. Separate organization from Concord to do property management and services, with church as secondary provider of services. Land to be leased from Grace for 99 years and has agreement, City agreement is contract to ensure affordability levels for 55 years.

CDBG Action Plan Public Comment

- Andrew Becker – PLHA funding, why are we not dedicating more PLHA \$ for homeless funding - can amend plan to spend more money on homeless services. Would like dollars for pallet shelters, need more funding. He is frustrated with not getting notification of the meeting as he is on a contact list when agendas are posted. Housing Consultant connecting developers, he isn't getting connected or called back.

Public Comments submitted by email or telephone during 30-day public comment period newspaper advertisement that were received as of staff report submission (6/19/24)


None


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 25, 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  **CZ FOR SB**

SUBJECT: Resolution Approving and Adopting the Proposed Five-Year Capital Improvement Program 2024-2029; P.W. 150-24

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving and adopting the Five-Year Capital Improvement Program 2024-2029; and
2. Authorizing the Acting City Manager or his designee to carry over and re-appropriate all remaining fiscal year 2023/24 Capital Improvement Program budgets to the fiscal year 2024/25 Operating Budget.

FISCAL IMPACT

The fiscal impact and funding source for each project is outlined in the Capital Improvement Program ("CIP") document attached. Adoption of this Resolution will carry forward and re-appropriate all remaining fiscal year 2023/24 Capital Improvement Program budgets to the fiscal year 2024/25 Operating Budget.

DISCUSSION

On May 15, 2024, the City of Antioch Planning Commission reviewed and determined that the Draft CIP was consistent with the Antioch General Plan.

On May 16, 2024, the Parks and Recreation Commission received the Draft CIP as requested by Staff.

On May 28, 2024, the City Council was presented the Draft CIP and provided comments and direction to Staff.

The primary objectives of the CIP are to provide professional and technical engineering services and support to all City departments, and leadership in implementing federal, state, and local programs. The CIP relates the City's annual capital expenditures to a long-range plan for public improvements. Any California Environmental Quality Act

(CEQA) requirements will be determined on a project-by-project basis prior to final approval and construction of each project.

California Government Code Section §66002 requires local agencies that have developed a fee program to provide the approximate location, size and timing of projects, in addition to an estimate for the cost of all facilities or improvements to be financed by fees. This is frequently done by the adoption of a CIP and is the process Antioch uses to meet this requirement.

ATTACHMENTS

A: Resolution

B: Draft Five-Year Capital Improvement Program 2024-2029

ATTACHMENT "A"

RESOLUTION NO. 2024/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AND ADOPTING THE 2024-2029 FIVE-YEAR CAPITAL
IMPROVEMENT PROGRAM AND RE-APPROPRIATING ALL REMAINING FISCAL
YEAR 2023/24 CAPITAL IMPROVEMENT PROGRAM BUDGETS TO THE FISCAL
YEAR 2024/25 OPERATING BUDGET
P.W. 150-24**

WHEREAS, California Government Code Section §66002 states that local agencies that have developed a fee program may adopt a Capital Improvement Program ("CIP") to indicate the approximate location, size and timing of projects, in addition to an estimate for the cost of all facilities or improvements to be financed by fees;

WHEREAS, the Acting City Manager of the City of Antioch, in accordance with Antioch Municipal Code, Title 2, Section 2-2.06(B)(7), has submitted to the City Council the proposed 2024-2029 Capital Improvement Program;

WHEREAS, the City Council of the City of Antioch has heretofore considered said Five-Year Capital Improvement Program 2024-2029;

WHEREAS, the City Council of the City of Antioch has heretofore considered to roll over and reappropriate all remaining fiscal year 2023/24 CIP budgets into the fiscal year 2024/25 Operating Budget on July 1, 2024;

WHEREAS, the City Council did receive, consider, and evaluate all public comments on the Five-Year Capital Improvement Program 2024-2029 document as submitted by the Acting City Manager;

WHEREAS, pursuant to 14 CCR Section §15378, a project under the California Environmental Quality Act (CEQA) does not include government fiscal activities like the budget and Capital Improvements Program, as each project in the Capital Improvements Program will be reviewed for compliance with CEQA before the project is undertaken and a determination made whether the project is not a project under CEQA, such as for continuing maintenance; is a project but is subject to an exemption; is a project but there is not a possibility of significant environmental impacts; or is a project and an Initial Study should be conducted; and

WHEREAS, the City of Antioch has prepared the 2024-2029 Five-Year Capital Improvement Program, allowed public review, and held the appropriate public hearing.

RESOLUTION NO. 2024/**

June 25, 2024

Page 2 of 2

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

1. Adopts the Five-Year Capital Improvement Program 2024-2029; and
2. Authorizes the Acting City Manager or his designee to carry over and re-appropriate all remaining fiscal year 2023/24 Capital Improvement Program budgets to the fiscal year 2024/25 Operating Budget.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of June, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "A"

ANTIOCH CALIFORNIA

5 YEAR CAPITAL IMPROVEMENT PROGRAM 2024-2029

DRAFT JUNE 25, 2024

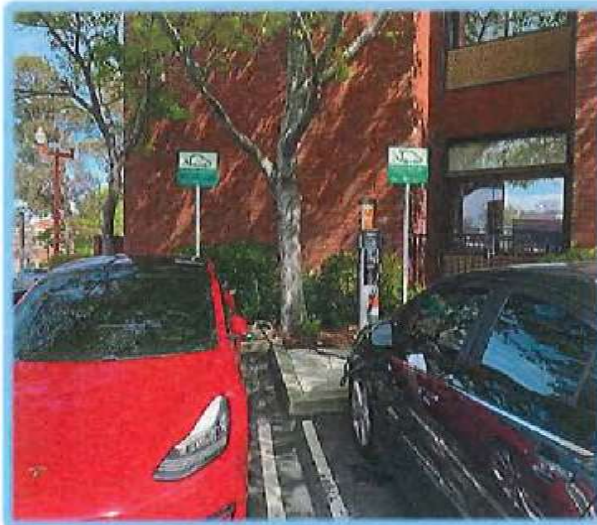


Table of Contents

SECTION I: EXECUTIVE SUMMARY

Capital Improvement Program Overview	I-2
Program Objective	I-2
Capital Improvement Program Process	I-3
Capital Improvement Program Categories	I-4
Special Funds.....	I-11
Roadway Maintenance Projects	I-11
Development Impact Fees and Park-In-Lieu Fees Projects.....	I-12
Projects Completed in Fiscal Year 23/24	I-13
Projects in Progress.....	I-14
Projects Added to the CIP	I-16
2024 – 2029 CIP Projected Capital Expenditures.....	I-17
2024 – 2029 CIP Funding Sources Summary.....	I-18

SECTION II: PROJECT LISTS

Community Facilities.....	II-1
Parks and Trails	II-6
Roadway Improvements	II-7
Traffic Signals	II-9
Wastewater and Storm Drain Systems	II-10
Water System	II-11

SECTION III: PROJECT DETAILS

Capital Improvement Program Overview

Program Objective

The primary objectives of the City of Antioch's Capital Improvement Program (CIP) are:

- To provide professional and technical engineering services and support to all City Departments related to facility expansions and improvements, infrastructure rehabilitation and development.
- To provide leadership in implementing Federal, State and Local programs.

The CIP relates the City's annual capital expenditures to a long-range plan for public improvements. California Government Code Section 66002 requires local agencies that have developed a fee program to provide the approximate location, size and timing of projects, in addition to an estimate for the cost of all facilities or improvements to be financed by fees. This is frequently done by the adoption of a CIP and is the process Antioch uses to meet this requirement.

The Capital Improvement Budget document is different from the Operating Budget document, but the two budgets are closely linked. The Capital Improvement Budget, as distinguished from the Operating Budget, is used as a planning tool by the City to identify specific Capital Improvement needs consistent with the financing and timing of those needs in a way that assures the most responsible and efficient use of resources.

Projects within the CIP are allocated over five years using both existing and projected revenue sources. The Capital Improvement staff:

- In consultation with other departments, determines upcoming capital needs.
- Prepares construction documents, including plans, specifications, bid documents and estimates for the needed projects or prepares procurement documents, as needed.
- Provides project management and construction oversight.

The CIP is a five-year plan to guide the construction or acquisition of capital improvements and includes the capital budget for the upcoming fiscal year, which is authorization from the City Council to expend dedicated revenues for specified projects. Prior to adoption by the City Council each year, the CIP is reviewed by the City's Planning Commission to assure its consistency with the City's current General Plan.

The five-year CIP is reviewed annually to enable the City Council to reassess projects in the program. **Project expenditures for outlying years beyond fiscal year 2025 are provided in the CIP for planning purposes only and do not reflect a Council commitment of funds.**

Capital Improvements Division Personnel:

Scott Buenting	Acting Public Works Director/City Engineer
Mitchell Loving	Junior Engineer
Alex Saad	Junior Engineer
Lori Medeiros	Administrative Analyst I
Julie Viray	Administrative Analyst I
Anna Davis	Administrative Assistant II

Capital Improvement Program Process

The CIP is developed as a coordinated effort between the Capital Improvement staff and the Director of Finance.

The annual CIP process begins with a memo and a CIP Project Request form sent out to all City departments requesting proposals for capital projects. New CIP project requests are evaluated and prioritized based on goals and objectives of the City Council, as well as available funding, project need, and the impacts on the operating budget. Some projects have specified funding sources, such as assessment districts, Federal and State grants, or special fees.

The Draft CIP is prepared by Capital Improvement staff and reviewed by the Finance Department before being circulated and approved by the Planning Commission and presented to the Parks & Recreation Commission and the City Council as part of the annual review. The Final CIP budget is presented to the City Council in June and is adopted concurrently with the annual operating budget.

Capital Improvement Program Categories



Community Facilities

This category includes new and renovated public buildings, as well as the Marina. The majority of the projects in this category are located in the City's former redevelopment areas.



Parks & Trails

This category includes improvements and renovations for local and community parks, open space, and trails in the City.



Roadway Improvements

This category includes new streets, street widening, street rehabilitation, surface treatments, sidewalk repair program, and the City's Pavement Management System.



Traffic Signals

This category includes new traffic signals and signal modifications throughout the City.



Wastewater and Storm Drain Systems

This category includes extensions, replacements, rehabilitations and modifications of the sewer and storm drainage system.



Water Systems

This category includes projects related to the Water Treatment Plant and extensions, replacements, rehabilitations and modifications of the water distribution system.

Fund Name**Fund Description****Capital Improvement Fund**

This fund was established to set aside money from the General Fund for any Capital Improvement project not provided for in one of the other funds, such as parks and community facilities improvement projects. The City may transfer General Fund dollars to the Capital Improvement Fund as funding becomes available. Decisions to transfer funds from various funding sources to the Capital Improvement Fund are made annually by the City Council.

Road Maintenance and Rehabilitation Account (RMRA) Fund

The California SB1 Act included RMRA funding to support maintenance and safety improvements on highways, local streets and roads, and bridges that do not meet state performance criteria.

Gas Tax Fund

The City receives gas tax funds from the State of California, as provided by the State Street and Highways Code. The gas tax funds are limited to research, planning, construction, improvement, maintenance, and operation of public streets. The City also uses these funds to pay for maintenance and operation of streetlights and traffic signals.

Marina Fund

This fund accounts for the operation, including capital improvements, of the City's Marina and the Fulton Shipyard Boat Ramp. Funds are collected from lease agreements, berth rentals and launch fees.

Fund Name

Measure “J” Return to Source	The source of money for this fund is the voter approved one-half cent sales tax. Provided the City has complied with the Growth Management Program, each year the City receives return to source funding from the Contra Costa Transportation Authority to be used for transportation improvement and maintenance projects.
State Revolving Fund (SRF) Loan	The City of Antioch was granted a loan from the State of California for the design and construction of the Brackish Water Desalination Plant.
Traffic Signal Fund	Fees are collected from developers to fund offsite traffic signals.
Water & Sewer Related Reserve Funds	<p>The City collects user fees and developer fees to fund offsite water and sewer facility improvements. The fees are placed into one of the following four funds:</p> <ul style="list-style-type: none"> • Water Fund • Sewer Fund • Water System Improvements Fund • Sewer System Improvements Fund
National Pollutant Discharge Elimination System Fund (NPDES)	The National Pollutant Discharge Elimination System was mandated by the Clean Water Act of 1987 to reduce storm water related pollution. The program is funded by a parcel assessment.
Funding Agreement for the Northeast Annexation Infrastructure Improvement	In 2013 the City entered into reorganization and a property tax revenue allocation agreement with Contra Costa County for the annexation of the northeast area. Per the agreement, the City will receive property tax revenue from the Contra Costa County for the construction of the infrastructure improvements needed within the northeast annexation area.

Fund Description

Fund Name

Delta Fair Property Fund

This fund was created when the City sold property it owned on Delta Fair Boulevard at the City's western City limits. The property was originally purchased from the State on the condition that it is to be used for public purposes. When it was decided that the property was more suitable for commercial use and should be sold or leased, the State gave its permission on the condition that the proceeds be used for park purposes.

American Rescue Plan Act (ARPA)

ARPA is a federal stimulus bill to aid public health and economic recovery from the COVID-19 pandemic. The plan includes \$350 billion in emergency funding for state, local, territorial and tribal governments, known as the Coronavirus State and Local Fiscal Recovery Funds.

Recreation Fund

This fund provides programs that focus on youth and family enrichment, healthy lifestyles, sports and fitness and services for older adults. The Parks and Recreation Department maintains a variety of facilities and spaces that are hosted by city programs and are also available for reservation by residents. Recreation Services ensure that all residents have access to the benefits of local parks and recreation.

Congestion Mitigation Air Quality (CMAQ)	CMAQ funds are federal funds used to reduce emission from vehicle travel and provide alternatives to driving alone. Signal timing is another example of emission reduction.
Community Development Block Grant (CDBG) Fund	This fund accounts for grant funds received from the Federal Government for the purpose of developing community programs and urban renewal projects.
Highway Safety Improvements Program (HSIP)	The purpose of this federal-aid program is to achieve a significant reduction in fatalities and serious injuries on all public roads. The Hazard Elimination Safety (HES) is included in this program.
Transportation Development Act (TDA)	TDA provides state funding from sales taxes to each county and city, for transit operations and bicycle facilities.
Active Transportation Program (ATP)	Funding under this program is intended to encourage increased use of active modes of transportation, such as biking and walking. Safe Routes to School is now included in this grant program.
Surface Transportation Program (STP)	The program provides funding for construction projects to help preserve local streets and roads, such as rehabilitation, resurfacing, restoration, and roadway improvements.
Integrated Regional Water Management (IRWM) Prop 1 Grant	This program provides grant funds to projects that address drinking, waste, and storm water issues, especially for disadvantaged communities. Funds from this grant go to supporting the implementation of the project.

Grant Description

Grant Name**Grant Description****Proposition 1E Storm
Water Flood Management
Grant**

The storm water management portion of Proposition 1E is designed for projects that manage storm water runoff to reduce flooding and are ready, or nearly ready to proceed to implementation. The Storm Water Flood Management Grants are being disbursed to local agencies through the Integrated Regional Water Management (IRWM) Grant program and provide a 50 percent cost match for the project.

**One Bay Area Grant
(OBAG 2) Program**

The inaugural One Bay Area Grant Program (OBAG 1) was adopted by MTC in 2012 to guide \$827 million in federal funds over the five-year period from 2012-13 through 2016-17. OBAG 2 is the second round of OBAG funding and is projected to total roughly \$916 million to fund projects from 2017-18 through 2021-22. The OBAG 2 program is divided into a Regional Program, managed by MTC, and County Program, managed by the nine Bay Area Congestion Management Agencies (CMAs). The County Program is \$386 million over 5 years. Cities and counties can use these funds to invest in:

- Local street and road maintenance
- Streetscape enhancements
- Bicycle and pedestrian improvements
- Safe Routes to School projects
- Priority Conservation Areas (PCAs)
- Transportation planning

**California Natural
Resources Agency Grant**

This funding was appropriated by the State Legislature in Senate Bill (SB) 129, Chapter 69 (Control Section 19.56 Enacted Budget), which was approved by Governor Newsom on July 12, 2021.

Grant Name**Grant Description**

**MTC's Pavement
Management Technical
Assistance Program
(P-TAP)**

This program uses federal dollars to help Bay Area cities and counties stretch their road budgets by:

- Implementing, updating and maintaining pavement management databases
 - Providing accurate pavement condition data to city councils, county supervisors or other local decision makers
 - Supporting the region's management of non-pavement street and road assets, such as signs, storm drains, curbs and gutters, traffic signals and streetlights as pilot projects
-

Proposition 68

The purposes of Prop 68 include creating parks, enhancing river parkways, and protecting coastal forests and wetlands. Prop 68 also provides funding for outdoor access, lower cost coastal accommodation and climate adaptation.

**Safe Streets and Roads for
All (SS4A)**

This program funds regional, local and Tribal initiatives through grants to prevent roadway deaths and serious injuries.

Special Funds

Roadway Maintenance Projects

The City of Antioch has approximately 336 centerline miles of roadway within City limits.

As part of the City Pavement Management System Program, the City of Antioch selected a pavement management consultant to perform a Pavement Management Update for the City by inspecting the pavement conditions of arterial, collector and residential streets.

The Pavement Management System Report, which was completed in 2023, rated the City's overall network condition as a 63 PCI (Pavement Condition Index). The PCI is a value on a rating scale from 0 to 100 (where 100 is equivalent to a new street). A PCI between 60 and 69 is considered "fair". According to the 2023 Pavement Management System Report, the City's current backlog (deferred maintenance) is approximately \$302 million. Backlog is defined as the unfunded needs to bring the overall network condition to optimum levels (81-82 PCI).

In addition to the City's funds allocated to the CIP for roadway improvements projects, the City's Street Maintenance Division also contributes to roadway improvements each fiscal year repairing deteriorating pavement, utility service repairs and utility trenches. The work is performed using a combination of City staff and private contractors.

Development Impact Fees and Park-In-Lieu Fees Projects

On March 25, 2014, City Council adopted the Development Impact Fees and Quimby Act/Park In-Lieu Fees, which became effective April 24, 2014. These fees are one-time charges on new development that are collected and used by the City to cover the cost of capital facilities and infrastructure that are required to serve new growth. Implementation of these future projects is based on the rate of growth, timing of fee collection, and full project funding. The following projects will occur beyond the five-year term of this document:

EXPENDITURES	COST ESTIMATE	FUNDING SOURCES	
		Development Impact Fees	FUTURE CIP (UNFUNDED)
General Administration Capital Facilities Needs			
City Hall	\$4,978,000	\$4,978,000	\$0
Land Purchase	\$124,000	\$124,000	\$0
Vehicles	\$161,000	\$161,000	\$0
Information Technology	\$237,000	\$237,000	\$0
Total	\$5,500,000	\$5,500,000	\$0
Public Works Capital Improvements Needs			
Maintenance Yard Area	\$914,000	\$914,000	\$0
Building Space	\$2,568,000	\$2,568,000	\$0
Garbage Ramps	\$102,000	\$102,000	\$0
PW Vehicles	\$1,777,000	\$1,731,000	\$46,000
Total	\$5,361,000	\$5,315,000	\$46,000
Police Capital Improvement Needs			
PD Facility	\$11,923,000	\$11,923,000	\$0
Vehicles	\$1,129,000	\$1,052,000	\$77,000
Other	\$1,529,250	\$1,260,000	\$269,250
Total	\$14,581,250	\$14,235,000	\$346,250
Parks & Recreation Capital Facility Needs			
Facilities	\$35,773,000	\$7,286,000	\$28,487,000
New Community Center	\$17,761,000	\$14,498,000	\$3,263,000
New Library	\$31,872,000	\$6,492,000	\$25,380,000
Total	\$85,406,000	\$28,276,000	\$57,130,000
GRAND TOTAL	\$110,848,250	\$53,326,000	\$57,522,250

*Fees will be updated in FY 24/25

Projects Completed in Fiscal Year 23/24

Program Category	Investment
Community Facilities	
Maintenance Service Center Warehouse Improvements	\$500,000
Total	\$500,000
Parks & Trails	
City Park Landscape Renovation	\$200,000
Total	\$200,000
Roadway Improvements	
Neighborhood Traffic Calming Project	\$380,000
Hillcrest Ave/E. 18th Median Improvements	\$300,000
Antioch Cape Seal 2023	\$2,200,000
Curb, Gutter & Sidewalk Repair	\$200,000
Total	\$3,080,000
Wastewater & Storm Drain Systems	
West Antioch Creek Channel Improvements Monitoring	\$25,000
West Antioch Creek Silt Removal	\$900,000
Total	\$925,000
Water Systems	
Water Main Replacement at Various Locations	\$3,000,000
Total	\$3,000,000
Projects Completed Grand Total	\$7,705,000

Projects in Progress

Program Category	Investment
Community Facilities	
Murals	\$80,000
Utility Box Art Work	\$85,000
City Hall Office Modifications, Phase 2	\$1,463,000
Prewett Park Pool Resurfacing	\$745,000
Emergency Operations Center Improvements	\$480,000
Facility Maintenance & Repairs	\$641,000
Prewett Park Perimeter Fence Replacement	\$250,000
Prewett Park Slide Restoration	\$175,000
Integration and Upgrade of Access Control	\$506,000
Installation of PD Radio Simulcast Tower	\$311,000
Nick Rodriguez Community Center Rehabilitation	\$2,464,000
Public Safety and Community Resources Department Facility	\$4,300,000
Prewett Park Building Renovation	\$1,250,000
Zero Emission Vehicle Transition	\$1,227,000
Total	\$13,977,000
Parks & Trails	
Jacobsen & Marchetti Park Renovation	\$2,065,000
Contra Loma Estates Park Renovation	\$3,177,000
Trail Maintenance Program	\$175,000
Rivertown Community Space	\$4,803,000
Total	\$10,220,000
Roadway Improvements	
2024/25 Sidewalk Repair Program	\$450,000
Citywide Signage Program	\$500,000
Traffic Calming Program	\$100,000
L Street Improvements	\$20,629,000
Streetlighting Improvements	\$1,500,000
Median Island Improvements	\$950,000
Antioch School Pedestrian Safety Improvements	\$150,000
Total	\$24,279,000
Traffic Signals	
Heidorn Ranch Road/Prewett Ranch Drive	\$395,000
Total	\$395,000

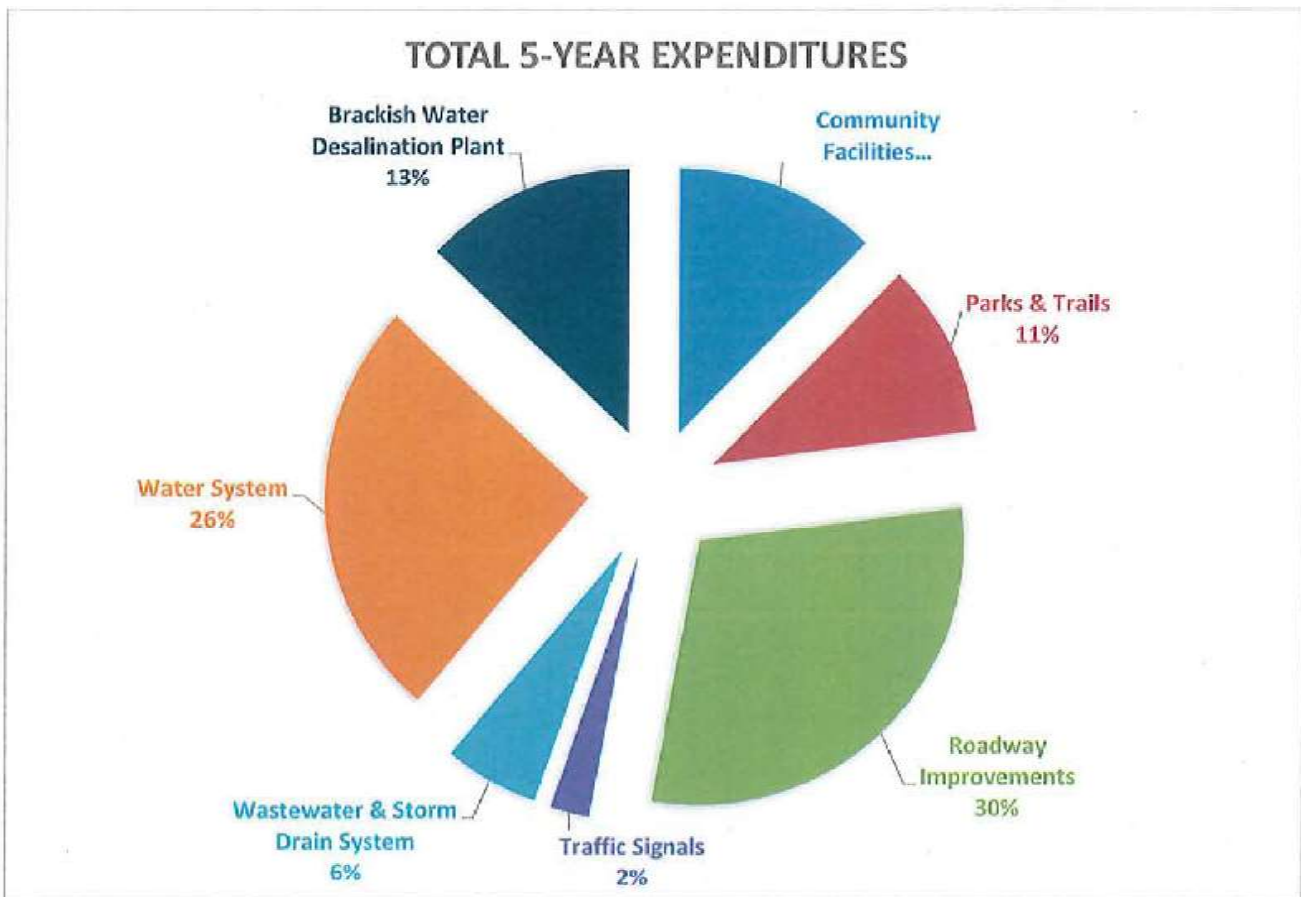
Wastewater & Storm Drain System	
Trash Capture Devices	\$400,000
East Antioch Creek Outfall Improvements	\$2,500,000
Total	\$2,900,000
Water System	
Water Main Replacement at Various Locations (2024)	\$950,000
Water Studies and Planning	\$100,000
Storage Reservoir Rehabilitation	\$100,000
Water Treatment Plant Improvements	\$330,000
Brackish Water Desalination	\$116,100,000
AMI Water Meter Reading Upgrade	\$1,770,000
Total	\$119,350,000
Projects in Progress Grand Total	\$171,121,000

Projects Added to the CIP

Program Category	Investment
Community Facilities	
Prewett Water Park Prewett Peak Structure Remediation	\$400,000
Prewett Water Park Mechanical Improvements	\$150,000
Antioch Community Center Interior Painting	\$50,000
Dispatch Communications Center Improvements	\$1,000,000
Property & Evidence Storage Building	\$150,000
Police Department Records Area Remodel	\$70,000
Security Fencing at City Facilities	\$70,000
Window Security at City Hall	\$50,000
Citywide Key Upgrades	\$250,000
Total	\$2,190,000
Projects Added Grand Total	\$2,190,000

2024 – 2029 CIP Projected Capital Expenditures

Program Category	Revised FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total
Community Facilities	\$13,783	\$4,352	\$2,784	\$447	\$205	\$205	\$21,776
Parks & Trails	\$10,526	\$4,825	\$2,525	\$325	\$325	\$325	\$18,851
Roadway Improvements	\$14,582	\$19,086	\$5,950	\$6,195	\$2,950	\$4,150	\$52,913
Traffic Signals	\$395	\$2,801	\$920	\$0	\$0	\$179	\$4,295
Wastewater & Storm Drain System	\$3,250	\$700	\$2,698	\$700	\$2,200	\$700	\$10,248
Water System	\$8,322	\$9,791	\$8,995	\$7,597	\$6,175	\$4,940	\$45,820
Brackish Water Desalination Plant	\$22,946	\$0	\$0	\$0	\$0	\$0	\$22,946
Total (\$ in thousands)	\$73,804	\$41,555	\$23,872	\$15,264	\$11,855	\$10,499	\$176,849



2024 – 2029 CIP Funding Sources Summary

Funding Source	Revised FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total
Capital Improvement Funds							
AD 27/31	\$0	\$0	\$74	\$0	\$0	\$0	
Assessment District 26	\$0	\$350	\$0	\$0	\$0	\$0	
NE Annexation	\$0	\$0	\$1,998	\$0	\$0	\$0	
	\$0	\$350	\$2,072	\$0	\$0	\$0	\$2,422
Enterprise Funds							
Sewer Fund	\$1,850	\$450	\$600	\$600	\$600	\$600	
Sewer System Improvement Fund	\$1,150	\$150	\$150	\$150	\$150	\$150	
Water Expansion Fund	\$6,080	\$0	\$0	\$0	\$0	\$0	
Water Fund	\$8,905	\$9,986	\$9,295	\$7,747	\$6,325	\$5,090	
	\$17,985	\$10,586	\$10,045	\$8,497	\$7,075	\$5,840	\$60,028
Grant Funds							
CDBG Fund	\$258	\$450	\$0	\$0	\$0	\$0	
HSIP Grant	\$0	\$2,521	\$828	\$0	\$0	\$0	
OBAG2	\$1,469	\$0	\$0	\$0	\$0	\$0	
Prop 68 Grant	\$3,002	\$0	\$0	\$0	\$0	\$0	
P-Tap Fund	\$0	\$98	\$0	\$0	\$0	\$0	
SS4A Grant	\$4,000	\$13,008	\$0	\$0	\$0	\$0	
State Grant - CNRA	\$2,200	\$0	\$0	\$0	\$0	\$0	
	\$10,929	\$16,077	\$828	\$0	\$0	\$0	\$27,834
Special Revenue Funds							
ARPA	\$4,785	\$0	\$0	\$0	\$0	\$0	
Delta Fair Fund	\$56	\$0	\$0	\$0	\$0	\$0	
Development Impact Fees	\$80	\$236	\$0	\$0	\$0	\$0	
Gas Tax	\$1,255	\$775	\$835	\$775	\$805	\$775	
Measure J	\$4,460	\$700	\$1,400	\$2,245	\$900	\$2,200	
NPDES	\$400	\$100	\$100	\$100	\$100	\$100	
Park-In-Lieu Fund	\$1,751	\$150	\$150	\$150	\$150	\$150	
RMRA	\$6,665	\$2,380	\$1,000	\$1,500	\$1,000	\$1,000	
Rule 20A	\$0	\$0	\$1,000	\$0	\$0	\$0	
Traffic Signal Fund	\$395	\$280	\$92	\$0	\$0	\$179	
	\$19,847	\$4,621	\$4,577	\$4,770	\$2,955	\$4,404	\$41,174
General Fund	\$8,022	\$1,486	\$220	\$242	\$0	\$0	\$9,970
SRF Loan	\$16,866	\$0	\$0	\$0	\$0	\$0	\$16,866
Unfunded	\$155	\$8,435	\$6,130	\$1,755	\$1,825	\$255	\$18,555
Total (\$ in thousands)	\$73,804	\$41,555	\$23,872	\$15,264	\$11,855	\$10,499	\$176,849

Community Facilities



Revised FY

Project No.	Project Title	Funding Source	23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total
7928	I Street Improvements								
Project Status:	Not Initiated	Gas Tax	\$0	\$150	\$0	\$0	\$0	\$0	\$150
		Total Funding	\$0	\$150	\$0	\$0	\$0	\$0	\$150
7929	Marina Basin Dredging								
Project Status:	Not Initiated	Unfunded	\$0	\$0	\$500	\$0	\$0	\$0	\$500
		Total Funding	\$0	\$0	\$500	\$0	\$0	\$0	\$500
7948	Restoration of Public Art								
Project Status:	Not Initiated	General Fund	\$0	\$47	\$0	\$0	\$0	\$0	\$47
		Unfunded	\$0	\$0	\$25	\$25	\$25	\$25	\$100
		Total Funding	\$0	\$47	\$25	\$25	\$25	\$25	\$147
7949	Prewett Park Easement Fencing								
Project Status:	Planning/Design Stage	AD 27/31	\$0	\$0	\$74	\$0	\$0	\$0	\$74
		Gas Tax	\$0	\$0	\$30	\$0	\$0	\$0	\$30
		General Fund	\$0	\$0	\$35	\$0	\$0	\$0	\$35
		Unfunded	\$0	\$0	\$310	\$0	\$0	\$0	\$310
		Total Funding	\$0	\$0	\$449	\$0	\$0	\$0	\$449
7954	Murals								
Project Status:	Ongoing Program	General Fund	\$14	\$0	\$0	\$0	\$0	\$0	\$14
		Unfunded	\$0	\$80	\$80	\$80	\$80	\$80	\$400
		Total Funding	\$14	\$80	\$80	\$80	\$80	\$80	\$414
7955	Utility Box Art Work								
Project Status:	Planning/Design Stage	General Fund	\$0	\$84	\$0	\$0	\$0	\$0	\$84
		Total Funding	\$0	\$84	\$0	\$0	\$0	\$0	\$84
7957	City Hall Office Modifications, Phase 2								
Project Status:	Planning/Design Stage	General Fund	\$1,463	\$0	\$0	\$0	\$0	\$0	\$1,463
		Total Funding	\$1,463	\$0	\$0	\$0	\$0	\$0	\$1,463
7967	Prewett Park Pool Resurfacing								
Project Status:	Planning/Design Stage	General Fund	\$615	\$0	\$0	\$0	\$0	\$0	\$615
		Unfunded	\$0	\$130	\$0	\$0	\$0	\$0	\$130
		Total Funding	\$615	\$130	\$0	\$0	\$0	\$0	\$745

*Funding amounts given in thousands of dollars

Community Facilities



Revised FY

Project No.	Project Title	Funding Source	23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total
7968	Prewett Park Grand Plaza Shade Structure Upgrade								
Project Status:	Not Initiated	Development Impact Fees	\$0	\$151	\$0	\$0	\$0	\$0	\$151
		Total Funding	\$0	\$151	\$0	\$0	\$0	\$0	\$151
7969	Police Department Parking Lot Expansion								
Project Status:	Not Initiated	Development Impact Fees	\$80	\$0	\$0	\$0	\$0	\$0	\$80
		Total Funding	\$80	\$0	\$0	\$0	\$0	\$0	\$80
7970	Police Department Investigation Unit Remodel								
Project Status:	Not Initiated	Development Impact Fees	\$0	\$85	\$0	\$0	\$0	\$0	\$85
		Total Funding	\$0	\$85	\$0	\$0	\$0	\$0	\$85
7971	Emergency Operations Center Improvements								
Project Status:	Planning/Design Stage	General Fund	\$480	\$0	\$0	\$0	\$0	\$0	\$480
		Total Funding	\$480	\$0	\$0	\$0	\$0	\$0	\$480
7976	Facility Maintenance and Repairs								
Project Status:	Ongoing Program	Recreational Fund	\$20	\$0	\$0	\$0	\$0	\$0	\$20
		Water Fund	\$150	\$0	\$150	\$0	\$0	\$0	\$300
		General Fund	\$471	\$805	\$185	\$242	\$0	\$0	\$1,703
		Total Funding	\$641	\$805	\$335	\$242	\$0	\$0	\$2,023
7985	Prewett Park Perimeter Fence Replacement								
Project Status:	Under Construction	ARPA	\$486	\$0	\$0	\$0	\$0	\$0	\$486
		Total Funding	\$486	\$0	\$0	\$0	\$0	\$0	\$486
7986	Prewett Park Slide Restoration								
Project Status:	Planning/Design Stage	General Fund	\$175	\$0	\$0	\$0	\$0	\$0	\$175
		Total Funding	\$175	\$0	\$0	\$0	\$0	\$0	\$175
7989	Integration and Upgrade of Access Control, Surveillance, Monitoring, and Fire Alarm								
Project Status:	Under Construction	Recreational Fund	\$125	\$0	\$0	\$0	\$0	\$0	\$125
		Water Fund	\$171	\$195	\$0	\$0	\$0	\$0	\$366
		General Fund	\$15	\$0	\$0	\$0	\$0	\$0	\$15
		Total Funding	\$311	\$195	\$0	\$0	\$0	\$0	\$506

*Funding amounts given in thousands of dollars

Community Facilities



Revised FY

Project No.	Project Title	Funding Source	23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total
7990	Installation of Police Department Radio Simulcast Tower								
Project Status:	Planning/Design Stage	General Fund	\$303	\$0	\$0	\$0	\$0	\$0	\$303
		Total Funding	\$303	\$0	\$0	\$0	\$0	\$0	\$303
7991	Nick Rodriguez Community Center Rehab								
Project Status:	Planning/Design Stage	State Grant - CNRA	\$2,200	\$0	\$0	\$0	\$0	\$0	\$2,200
		General Fund	\$264	\$0	\$0	\$0	\$0	\$0	\$264
		Total Funding	\$2,464	\$0	\$0	\$0	\$0	\$0	\$2,464
8005	Wi-Fi Installation in Downtown								
Project Status:	Ongoing Program	ARPA	\$85	\$0	\$0	\$0	\$0	\$0	\$85
		Unfunded	\$0	\$100	\$100	\$100	\$100	\$100	\$500
		Total Funding	\$85	\$100	\$100	\$100	\$100	\$100	\$585
8006	Public Safety and Community Resources Department Facility								
Project Status:	Planning/Design Stage	ARPA	\$4,214	\$0	\$0	\$0	\$0	\$0	\$4,214
		Total Funding	\$4,214	\$0	\$0	\$0	\$0	\$0	\$4,214
8010	Antioch Community Center Carpet Replacement								
Project Status:	Not Initiated	Unfunded	\$0	\$0	\$75	\$0	\$0	\$0	\$75
		Total Funding	\$0	\$0	\$75	\$0	\$0	\$0	\$75
8011	Prewett Park Buildings Renovation								
Project Status:	Planning/Design Stage	General Fund	\$95	\$0	\$0	\$0	\$0	\$0	\$95
		Unfunded	\$155	\$1,000	\$0	\$0	\$0	\$0	\$1,155
		Total Funding	\$250	\$1,000	\$0	\$0	\$0	\$0	\$1,250
8012	Prewett Park Concrete Improvements, Phase 4								
Project Status:	Not Initiated	General Fund	\$757	\$0	\$0	\$0	\$0	\$0	\$757
		Unfunded	\$0	\$625	\$0	\$0	\$0	\$0	\$625
		Total Funding	\$757	\$625	\$0	\$0	\$0	\$0	\$1,382
8013	Prewett Park Mechanical and Structural Evaluation								
Project Status:	Not Initiated	General Fund	\$50	\$0	\$0	\$0	\$0	\$0	\$50
		Total Funding	\$50	\$0	\$0	\$0	\$0	\$0	\$50

*Funding amounts given in thousands of dollars

Community Facilities



Revised FY

Project No.	Project Title	Funding Source	23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total
8018	Zero Emission Vehicle Transition								
Project Status:	Planning/Design Stage	General Fund	\$1,227	\$0	\$0	\$0	\$0	\$0	\$1,227
		Unfunded	\$0	\$0	\$2,000	\$2,000	\$0	\$0	\$4,000
		Total Funding	\$1,227	\$0	\$2,000	\$2,000	\$0	\$0	\$5,227
8019	Prewett Water Park Prewett Peak Structure Remediation								
Project Status:	Not Initiated	General Fund	\$0	\$400	\$0	\$0	\$0	\$0	\$400
		Total Funding	\$0	\$400	\$0	\$0	\$0	\$0	\$400
8020	Prewett Water Park Mechanical Improvements								
Project Status:	Not Initiated	General Fund	\$0	\$150	\$0	\$0	\$0	\$0	\$150
		Total Funding	\$0	\$150	\$0	\$0	\$0	\$0	\$150
8021	Antioch Community Center Interior Painting								
Project Status:	Not Initiated	Unfunded	\$0	\$50	\$0	\$0	\$0	\$0	\$50
		Total Funding	\$0	\$50	\$0	\$0	\$0	\$0	\$50
8022	Dispatch Communications Center Improvements								
Project Status:	Not Initiated	Unfunded	\$0	\$0	\$1,000	\$0	\$0	\$0	\$1,000
		Total Funding	\$0	\$0	\$1,000	\$0	\$0	\$0	\$1,000
8023	Property and Evidence Storage Building								
Project Status:	Not Initiated	Unfunded	\$0	\$0	\$150	\$0	\$0	\$0	\$150
		Total Funding	\$0	\$0	\$150	\$0	\$0	\$0	\$150
8024	Police Department Records Area Remodel								
Project Status:	Not Initiated	Unfunded	\$0	\$0	\$70	\$0	\$0	\$0	\$70
		Total Funding	\$0	\$0	\$70	\$0	\$0	\$0	\$70
8025	Security Fencing at City Facilities								
Project Status:	Not Initiated	Water Fund	\$112	\$0	\$0	\$0	\$0	\$0	\$112
		Delta Fair Fund	\$56	\$0	\$0	\$0	\$0	\$0	\$56
		Total Funding	\$168	\$0	\$0	\$0	\$0	\$0	\$168
8027	Window Security at City Hall								
Project Status:	Not Initiated	Unfunded	\$0	\$50	\$0	\$0	\$0	\$0	\$50
		Total Funding	\$0	\$50	\$0	\$0	\$0	\$0	\$50

*Funding amounts given in thousands of dollars

Community Facilities



Revised FY

Project No.	Project Title	Funding Source	23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total
8028	Citywide Key Upgrades								
Project Status: <i>Not Initiated</i>		Unfunded	\$0	\$250	\$0	\$0	\$0	\$0	\$250
		Total Funding	\$0	\$250	\$0	\$0	\$0	\$0	\$250
Total Community Facilities Funding			\$13,783	\$4,352	\$4,784	\$2,447	\$205	\$205	\$25,776

*Funding amounts given in thousands of dollars

Parks & Trails



Revised FY

Project No.	Project Title	Funding Source	23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total
7026	Park Facilities Upgrade								
Project Status:	Ongoing Program	Park-In-Lieu Fund	\$151	\$150	\$150	\$150	\$150	\$150	\$901
		Total Funding	\$151	\$150	\$150	\$150	\$150	\$150	\$901
7946	Jacobsen and Marchetti Park Renovation								
Project Status:	Planning/Design Stage	Park-In-Lieu Fund	\$1,297	\$0	\$0	\$0	\$0	\$0	\$1,297
		Prop 68 Grant	\$248	\$0	\$0	\$0	\$0	\$0	\$248
		General Fund	\$520	\$0	\$0	\$0	\$0	\$0	\$520
		Total Funding	\$2,065	\$0	\$0	\$0	\$0	\$0	\$2,065
7960	Contra Loma Estates Park Renovation								
Project Status:	Under Construction	Prop 68 Grant	\$2,754	\$0	\$0	\$0	\$0	\$0	\$2,754
		Total Funding	\$2,754	\$0	\$0	\$0	\$0	\$0	\$2,754
7983	Trail Maintenance Program								
Project Status:	Ongoing Program	Gas Tax	\$253	\$175	\$175	\$175	\$175	\$175	\$1,128
		Total Funding	\$253	\$175	\$175	\$175	\$175	\$175	\$1,128
7984	Community Park Synthetic Turf Replacement								
Project Status:	Not Initiated	Unfunded	\$0	\$0	\$2,200	\$0	\$0	\$0	\$2,200
		Total Funding	\$0	\$0	\$2,200	\$0	\$0	\$0	\$2,200
8007	Bicycle Garden Construction								
Project Status:	Not Initiated	SS4A Grant	\$4,000	\$0	\$0	\$0	\$0	\$0	\$4,000
		General Fund	\$1,000	\$0	\$0	\$0	\$0	\$0	\$1,000
		Total Funding	\$5,000	\$0	\$0	\$0	\$0	\$0	\$5,000
8008	Rivertown Community Space								
Project Status:	Planning/Design Stage	Park-In-Lieu Fund	\$303	\$0	\$0	\$0	\$0	\$0	\$303
		Unfunded	\$0	\$4,500	\$0	\$0	\$0	\$0	\$4,500
		Total Funding	\$303	\$4,500	\$0	\$0	\$0	\$0	\$4,803
Total Parks & Trails Funding			\$10,526	\$4,825	\$2,525	\$325	\$325	\$325	\$18,851

*Funding amounts given in thousands of dollars

Roadway Improvements

Revised FY

Project No.	Project Title	Funding Source	23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total
7355	Pedestrian/ADA Improvements								
Project Status:	Ongoing Program	Measure J	\$485	\$0	\$0	\$500	\$0	\$0	\$985
		Total Funding	\$485	\$0	\$0	\$500	\$0	\$0	\$985
7358	Sidewalk Repair Program								
Project Status:	Ongoing Program	Gas Tax	\$150	\$0	\$150	\$150	\$150	\$150	\$750
		Sewer Fund	\$150	\$0	\$150	\$150	\$150	\$150	\$750
		Water Fund	\$150	\$0	\$150	\$150	\$150	\$150	\$750
		Total Funding	\$450	\$0	\$450	\$450	\$450	\$450	\$2,250
7359	Pavement Management System Program								
Project Status:	Ongoing Program	P-Tap Fund	\$0	\$98	\$0	\$0	\$0	\$0	\$98
		Gas Tax	\$0	\$0	\$30	\$0	\$30	\$0	\$60
		Unfunded	\$0	\$0	\$70	\$0	\$70	\$0	\$140
		Total Funding	\$0	\$98	\$100	\$0	\$100	\$0	\$298
7362	Pavement Surface Treatments								
Project Status:	Ongoing Program	Measure J	\$1,400	\$0	\$700	\$0	\$200	\$500	\$2,800
		RMRA	\$1,708	\$0	\$1,000	\$0	\$1,000	\$0	\$3,708
		Total Funding	\$3,108	\$0	\$1,700	\$0	\$1,200	\$500	\$6,508
7363	Hillcrest Ave. Left Turn at Wild Horse Road								
Project Status:	Not Initiated	Assessment: District 26	\$0	\$350	\$0	\$0	\$0	\$0	\$350
		Total Funding	\$0	\$350	\$0	\$0	\$0	\$0	\$350
7448	Transportation Impact Fee Study								
Project Status:	Not Initiated	Measure J	\$41	\$0	\$0	\$45	\$0	\$0	\$86
		Total Funding	\$41	\$0	\$0	\$45	\$0	\$0	\$86
7746	CDBG Downtown Roadway Rehabilitation Program								
Project Status:	Ongoing Program	CDBG Fund	\$258	\$450	\$0	\$0	\$0	\$0	\$708
		Total Funding	\$258	\$450	\$0	\$0	\$0	\$0	\$708
7921	Citywide Signage Program								
Project Status:	Ongoing Program	General Fund	\$428	\$0	\$0	\$0	\$0	\$0	\$428
		Unfunded	\$0	\$500	\$500	\$500	\$0	\$0	\$1,500
		Total Funding	\$428	\$500	\$500	\$500	\$0	\$0	\$1,928

*Funding amounts given in thousands of dollars

Roadway Improvements

Revised FY

Project No.	Project Title	Funding Source	23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total
7922	Traffic Calming Program								
Project Status:	Ongoing Program	Measure J	\$393	\$150	\$150	\$150	\$150	\$150	\$1,143
		Total Funding	\$393	\$150	\$150	\$150	\$150	\$150	\$1,143
7925	L Street Improvements								
Project Status:	Planning/Design Stage	RMRA	\$4,952	\$0	\$0	\$0	\$0	\$0	\$4,952
		OBAG2	\$1,469	\$0	\$0	\$0	\$0	\$0	\$1,469
		Measure J	\$1,200	\$0	\$0	\$0	\$0	\$0	\$1,200
		SS4A Grant	\$0	\$13,008	\$0	\$0	\$0	\$0	\$13,008
		Total Funding	\$7,621	\$13,008	\$0	\$0	\$0	\$0	\$20,629
7940	Pavement Plugs and Leveling Courses								
Project Status:	Ongoing Program	Measure J	\$0	\$0	\$0	\$1,000	\$0	\$1,000	\$2,000
		RMRA	\$5	\$2,380	\$0	\$1,500	\$0	\$1,000	\$4,885
		Total Funding	\$5	\$2,380	\$0	\$2,500	\$0	\$2,000	\$6,885
7941	Streetlighting Improvements								
Project Status:	Planning/Design Stage	Gas Tax	\$402	\$0	\$0	\$0	\$0	\$0	\$402
		Unfunded	\$0	\$1,100	\$1,000	\$1,000	\$0	\$0	\$3,100
		Total Funding	\$402	\$1,100	\$1,000	\$1,000	\$0	\$0	\$3,502
7943	Median Island Improvements								
Project Status:	Ongoing Program	Gas Tax	\$400	\$400	\$400	\$400	\$400	\$400	\$2,400
		Measure J	\$941	\$550	\$550	\$550	\$550	\$550	\$3,691
		Total Funding	\$1,341	\$950	\$950	\$950	\$950	\$950	\$6,091
7958	Overhead Utility Undergrounding								
Project Status:	Not Initiated	Rule 20A	\$0	\$0	\$1,000	\$0	\$0	\$0	\$1,000
		Total Funding	\$0	\$0	\$1,000	\$0	\$0	\$0	\$1,000
8009	Antioch School Pedestrian Safety Improvements								
Project Status:	Ongoing Program	Gas Tax	\$50	\$50	\$50	\$50	\$50	\$50	\$300
		Unfunded	\$0	\$50	\$50	\$50	\$50	\$50	\$250
		Total Funding	\$50	\$100	\$100	\$100	\$100	\$100	\$550
Total Roadway Improvements Funding			\$14,582	\$19,086	\$5,950	\$6,195	\$2,950	\$4,150	\$52,913

*Funding amounts given in thousands of dollars

Traffic Signals



Project No.	Project Title	Funding Source	Revised FY									
			23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total			
7447	Traffic Signal: James Donlon Blvd./Metcalf St											
Project Status:	Not Initiated	Traffic Signal Fund	\$0	\$0	\$0	\$0	\$0	\$400	\$400			
		Total Funding	\$0	\$0	\$0	\$0	\$0	\$400	\$400			
7977	Traffic Signal: Heidorn Ranch Road/Prewett Ranch Drive											
Project Status:	Planning/Design Stage	Traffic Signal Fund	\$395	\$0	\$0	\$0	\$0	\$0	\$0	\$395		
		Total Funding	\$395	\$0	\$0	\$0	\$0	\$0	\$0	\$395		
8014	Trail Crossing Improvements											
Project Status:	Not Initiated	HSIP Grant	\$0	\$0	\$828	\$0	\$0	\$0	\$0	\$828		
		Traffic Signal Fund	\$0	\$0	\$92	\$0	\$0	\$0	\$0	\$92		
		Total Funding	\$0	\$0	\$920	\$0	\$0	\$0	\$0	\$920		
8015	Signal System Upgrade at Various Locations											
Project Status:	Not Initiated	HSIP Grant	\$0	\$2,521	\$0	\$0	\$0	\$0	\$0	\$2,521		
		Traffic Signal Fund	\$0	\$280	\$0	\$0	\$0	\$0	\$0	\$280		
		Total Funding	\$0	\$2,801	\$0	\$0	\$0	\$0	\$0	\$2,801		
Total Traffic Signals Funding			\$395	\$2,801	\$920	\$0	\$0	\$400	\$0	\$4,516		

*Funding amounts given in thousands of dollars

Wastewater & Storm Drain System

Revised FY

Project No.	Project Title	Funding Source	23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total
7724	Sewer Main Improvements Program								
Project Status:	Ongoing Program	Sewer System Improvement Fund	\$0	\$150	\$0	\$150	\$150	\$150	\$600
		Total Funding	\$0	\$150	\$0	\$150	\$150	\$150	\$600
7736	Sewer Facility Rehabilitation Program								
Project Status:	Ongoing Program	Sewer Fund	\$0	\$150	\$0	\$150	\$150	\$150	\$600
		Total Funding	\$0	\$150	\$0	\$150	\$150	\$150	\$600
7745	Northeast Antioch Annexation Infrastructure								
Project Status:	Not Initiated	NE Annexation	\$0	\$0	\$1,998	\$0	\$0	\$0	\$1,998
		Unfunded	\$0	\$0	\$0	\$0	\$1,500	\$0	\$1,500
		Total Funding	\$0	\$0	\$1,998	\$0	\$1,500	\$0	\$3,498
7750	Trash Capture Devices								
Project Status:	Ongoing Program	NPDES	\$400	\$100	\$100	\$100	\$100	\$100	\$900
		Total Funding	\$400	\$100	\$100	\$100	\$100	\$100	\$900
7923	Sewer Main Trenchless Rehabilitation								
Project Status:	Ongoing Program	Sewer Fund	\$50	\$0	\$300	\$0	\$300	\$300	\$950
		Total Funding	\$50	\$0	\$300	\$0	\$300	\$300	\$950
7993	East Antioch Creek Outfall Improvements								
Project Status:	Planning/Design Stage	Sewer Fund	\$1,500	\$0	\$0	\$0	\$0	\$0	\$1,500
		Sewer System Improvement Fund	\$1,000	\$0	\$0	\$0	\$0	\$0	\$1,000
		Total Funding	\$2,500	\$0	\$0	\$0	\$0	\$0	\$2,500
Total Wastewater & Storm Drain System Funding			\$2,950	\$400	\$2,398	\$400	\$2,200	\$700	\$9,048

*Funding amounts given in thousands of dollars

Water System

Revised FY

Project No.	Project Title	Funding Source	23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total
7628	Water Main Replacement Program								
Project Status:	Ongoing Program	Water Fund	\$2,294	\$0	\$2,000	\$0	\$2,000	\$0	\$6,294
		Total Funding	\$2,294	\$0	\$2,000	\$0	\$2,000	\$0	\$6,294
7670	Water Treatment Plant Operations								
Project Status:	Ongoing Program	Water Fund	\$0	\$500	\$0	\$500	\$0	\$500	\$1,500
		Total Funding	\$0	\$500	\$0	\$500	\$0	\$500	\$1,500
7672	Water Studies and Planning								
Project Status:	Ongoing Program	Water Fund	\$100	\$350	\$225	\$300	\$225	\$200	\$1,400
		Total Funding	\$100	\$350	\$225	\$300	\$225	\$200	\$1,400
7674	Storage Reservoir Rehabilitation								
Project Status:	Planning/Design Stage	Water Fund	\$100	\$1,500	\$1,500	\$0	\$0	\$800	\$3,900
		Total Funding	\$100	\$1,500	\$1,500	\$0	\$0	\$800	\$3,900
7675	Water Treatment Plant Improvements								
Project Status:	Ongoing Program	Water Fund	\$330	\$475	\$470	\$500	\$450	\$500	\$2,725
		Total Funding	\$330	\$475	\$470	\$500	\$450	\$500	\$2,725
7682	Water Treatment Plant Solids Handling Improvements								
Project Status:	Not Initiated	Water Fund	\$0	\$500	\$700	\$0	\$250	\$0	\$1,450
		Total Funding	\$0	\$500	\$700	\$0	\$250	\$0	\$1,450
7684	Water Treatment Plant Drainage Capture								
Project Status:	Not Initiated	Water Fund	\$100	\$0	\$200	\$0	\$0	\$0	\$300
		Total Funding	\$100	\$0	\$200	\$0	\$0	\$0	\$300
7697	Water Treatment Plant Electrical Upgrade								
Project Status:	Planning/Design Stage	Water Fund	\$0	\$1,350	\$0	\$1,000	\$0	\$0	\$2,350
		Total Funding	\$0	\$1,350	\$0	\$1,000	\$0	\$0	\$2,350
7699	Brackish Water Desalination								
Project Status:	Under Construction	SRF Loan	\$16,866	\$0	\$0	\$0	\$0	\$0	\$16,866
		Water Expansion Fund	\$6,080	\$0	\$0	\$0	\$0	\$0	\$6,080
		Total Funding	\$22,946	\$0	\$0	\$0	\$0	\$0	\$22,946

*Funding amounts given in thousands of dollars

Water System

Revised FY

Project No.	Project Title	Funding Source	23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total
7702	Water Treatment Plant 'A' Filter Valves Replacement								
Project Status:	Not Initiated	Water Fund	\$0	\$1,000	\$0	\$0	\$0	\$0	\$1,000
		Total Funding	\$0	\$1,000	\$0	\$0	\$0	\$0	\$1,000
7703	Water Treatment Plant 'A' Applied Channels								
Project Status:	Not Initiated	Water Fund	\$0	\$1,000	\$0	\$0	\$0	\$0	\$1,000
		Total Funding	\$0	\$1,000	\$0	\$0	\$0	\$0	\$1,000
7932	Water Treatment Plant 'B' Basin Repair/Replacement								
Project Status:	Not Initiated	Water Fund	\$0	\$400	\$400	\$0	\$0	\$0	\$800
		Total Funding	\$0	\$400	\$400	\$0	\$0	\$0	\$800
7935	Re-Coating Surface of Cleanwells and Fluoride Storage								
Project Status:	Planning/Design Stage	Water Fund	\$0	\$0	\$300	\$0	\$0	\$0	\$300
		Total Funding	\$0	\$0	\$300	\$0	\$0	\$0	\$300
7936	Sodium Hypochlorite Storage Coating								
Project Status:	Not Initiated	Water Fund	\$0	\$300	\$0	\$0	\$0	\$0	\$300
		Total Funding	\$0	\$300	\$0	\$0	\$0	\$0	\$300
7937	Pittsburg / Antioch Water Intertie								
Project Status:	Not Initiated	Water Fund	\$0	\$775	\$0	\$0	\$0	\$0	\$775
		Total Funding	\$0	\$775	\$0	\$0	\$0	\$0	\$775
7952	Parallel Raw Water Pipeline								
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$0	\$0	\$0	\$2,000	\$2,000
		Total Funding	\$0	\$0	\$0	\$0	\$0	\$2,000	\$2,000
7978	Water Treatment Plant HVAC Systems								
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$0	\$0	\$1,500	\$0	\$1,500
		Total Funding	\$0	\$0	\$0	\$0	\$1,500	\$0	\$1,500
7979	Water Treatment Plant B Flash Mixers								
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$500	\$0	\$0	\$0	\$500
		Total Funding	\$0	\$0	\$500	\$0	\$0	\$0	\$500
7980	Water Treatment Plant B Solar Covers								
Project Status:	Not Initiated	Water Fund	\$0	\$500	\$0	\$0	\$0	\$0	\$500
		Total Funding	\$0	\$500	\$0	\$0	\$0	\$0	\$500

*Funding amounts given in thousands of dollars

Water System

Revised FY

Project No.	Project Title	Funding Source	23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total
7981	Water Treatment Plant B Improvements								
Project Status:	Ongoing Program	Water Fund	\$0	\$0	\$1,000	\$0	\$500	\$0	\$1,500
		Total Funding	\$0	\$0	\$1,000	\$0	\$500	\$0	\$1,500
7992	AMI Water Meter Reading Upgrade								
Project Status:	Ongoing Program	Water Fund	\$1,770	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$9,270
		Total Funding	\$1,770	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$9,270
7996	Sodium Hypochlorite Injection Distribution System Improvements								
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$0	\$2,500	\$0	\$0	\$2,500
		Total Funding	\$0	\$0	\$0	\$2,500	\$0	\$0	\$2,500
7997	Water Treatment Plant Variable Frequency Drives								
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$0	\$0	\$0	\$240	\$240
		Total Funding	\$0	\$0	\$0	\$0	\$0	\$240	\$240
7998	Polymer Room & Filter Aid Installation								
Project Status:	Not Initiated	Water Fund	\$0	\$240	\$0	\$0	\$0	\$0	\$240
		Total Funding	\$0	\$240	\$0	\$0	\$0	\$0	\$240
7999	Water Treatment Plant Chain and Flights Rehabilitation								
Project Status:	Not Initiated	Water Fund	\$0	\$500	\$0	\$0	\$0	\$0	\$500
		Total Funding	\$0	\$500	\$0	\$0	\$0	\$0	\$500
8001	Chemical Injection Modifications								
Project Status:	Not Initiated	Water Fund	\$0	\$176	\$0	\$0	\$0	\$0	\$176
		Total Funding	\$0	\$176	\$0	\$0	\$0	\$0	\$176
8002	Water Treatment Plant Generator Replacement								
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$900	\$0	\$0	\$0	\$900
		Total Funding	\$0	\$0	\$900	\$0	\$0	\$0	\$900
8003	Canal Pump Variable Frequency Drives								
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$0	\$283	\$0	\$0	\$283
		Total Funding	\$0	\$0	\$0	\$283	\$0	\$0	\$283

*Funding amounts given in thousands of dollars

Water System

Revised FY

Project No.	Project Title	Funding Source	23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total
8004	Lone Tree Way Booster Pump Improvements								
	Project Status: <i>Not Initiated</i>	Water Fund	\$0	\$1,062	\$0	\$0	\$0	\$0	\$1,062
		Total Funding	\$0	\$1,062	\$0	\$0	\$0	\$0	\$1,062
8017	Reservoir Road Rehabilitation								
	Project Status: <i>Not Initiated</i>	Water Fund	\$0	\$550	\$0	\$0	\$0	\$0	\$550
		Total Funding	\$0	\$550	\$0	\$0	\$0	\$0	\$550
Total Water System Funding			\$27,640	\$12,678	\$9,695	\$6,583	\$6,425	\$5,740	\$68,761

*Funding amounts given in thousands of dollars

Park Facilities Upgrade

Location: Citywide

Project Manager: Ongoing Program

Estimated Completion: Ongoing Program



Project Description: This project will rehabilitate and upgrade aging park playground equipment and facilities throughout the City.

Justification: Upgrades to community parks help maintain a healthy community.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Park-In-Lieu Fund	\$ 151,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 901,000
TOTAL	\$ 151,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 901,000

Pedestrian/ADA Improvements

Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program



Project Description: This project will construct new curb ramps in conformance with State and American with Disability Act guidelines and replace damaged sidewalks.

Justification: The project will improve pedestrian access by installing curb ramps and reducing hazards in the public right of way.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Measure J	\$ 485,000	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 985,000
TOTAL	\$ 485,000	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 985,000

Sidewalk Repair Program

Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program



Project Description: This program will replace concrete sidewalks, curb and gutter that have been damaged by tree roots or broken as part of an underground utility repair. The program also installs new curb ramps to improve pedestrian accessibility.

Justification: Overgrown tree roots and repairs to underground utilities damage sections of concrete curb, gutter, and sidewalk. The program helps to mitigate risks of trip and fall incidents throughout the City.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Gas Tax	\$ 150,000	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000
Sewer Fund	\$ 150,000	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000
Water Fund	\$ 150,000	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000
TOTAL	\$ 450,000	\$ -	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 2,250,000

Pavement Management System Program

Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program



Project Description: This program evaluates City streets every two years based on pavement condition and provides pavement repair options. The City will seek a federal grant, P-TAP (Pavement Management Technical Assistant Program) to assist with the program.

Justification: A Pavement Management Plan is required as a condition of Measure "J" funding for street improvements. P-TAP Funding is often available for this work.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
P-Tap Fund	\$ -	\$ 98,000	\$ -	\$ -	\$ -	\$ -	\$ 98,000
Gas Tax	\$ -	\$ -	\$ 30,000	\$ -	\$ 30,000	\$ -	\$ 60,000
Unfunded	\$ -	\$ -	\$ 70,000	\$ -	\$ 70,000	\$ -	\$ 140,000
TOTAL	\$ -	\$ 98,000	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ 298,000

Pavement Surface Treatments

Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program



Project Description: This program provides pavement preservation treatments such as cape seal, micro-surfacing and other preventative maintenance treatments to extend the useful life of a roadway.

Justification: The program implements the Pavement Management System program and recommendations from residents.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Measure J	\$ 1,400,000	\$ -	\$ 700,000	\$ -	\$ 200,000	\$ 500,000	\$ 2,800,000
RMRA	\$ 1,708,000	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -	\$ 3,708,000
TOTAL	\$ 3,108,000	\$ -	\$ 1,700,000	\$ -	\$ 1,200,000	\$ 500,000	\$ 6,508,000

Hillcrest Ave. Left Turn at Wild Horse Road



Location: Hillcrest Avenue at Wildhorse Road

Project Manager: Scott Buenting

Estimated Completion: 2026

Project Description: This project will extend the Hillcrest Avenue left turn pocket at Wildhorse Road.

Justification: Additional capacity is necessary for build out of the development to the east and future extension of Wild Horse Road to Slatten Ranch Road.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Assessment District 26	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000
TOTAL	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000

Traffic Signal: James Donlon Blvd./Metcalf St

Location: The intersection at James Donlon Boulevard and Metcalf Street

Project Manager: Scott Buenting

Estimated Completion: 2028



Project Description: This project will install a new traffic signal and related facilities at the intersection of James Donlon Blvd. /Metcalf Street and Laurel Road/Canada Valley Road.

Justification: This facility is expected to improve traffic safety in the area following additional development.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Traffic Signal Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000

Transportation Impact Fee Study

Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: 2024



Project Description: This study will update the traffic impact fee program.

Justification: This study is used to assist with financing transportation improvements needed to support new development and redevelopment activities throughout the City.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Measure J	\$ 41,000	\$ -	\$ -	\$ 45,000	\$ -	\$ -	\$ 86,000
TOTAL	\$ 41,000	\$ -	\$ -	\$ 45,000	\$ -	\$ -	\$ 86,000

Water Main Replacement Program

Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program



Project Description: This program replaces deteriorated water facilities to improve efficiency in the existing system as identified in the Water System Master Plan or as requested by the Water Distribution Division.

Justification: Portions of the existing water system are aging and/or have experienced failures due to deterioration and need replacement and upgrades.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Water Fund	\$ 2,294,000	\$ -	\$ 2,000,000	\$ -	\$ 2,000,000	\$ -
TOTAL	\$ 2,294,000	\$ -	\$ 2,000,000	\$ -	\$ 2,000,000	\$ -
						\$ 6,294,000
						\$ 6,294,000

Water Treatment Plant Operations



Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program

Project Description: This project will replace the granular activated carbon filters of both Plant "A" and "B".

Justification: The granular activated carbon filters must be replaced every four to five years to perform efficiently.

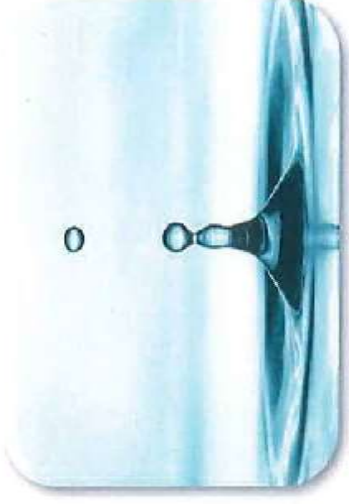
Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Water Fund	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ 1,500,000
TOTAL	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ 1,500,000

Water Studies and Planning

Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program



Project Description: This project will prepare and update various water studies and planning documents including the Water System Master Plan, Water Rate Study, Risk Management Plan, Urban Water Management Plan Update, Watershed Sanitary Survey Update, Groundwater Sustainability Plan, Integrated Regional Water Management Plan, Risk Resilience Assessment and Emergency Response Plan.

Justification: Various water related studies and planning documents must be completed for the City to be compliant with State and industry requirements.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Water Fund	\$ 100,000	\$ 350,000	\$ 225,000	\$ 300,000	\$ 225,000	\$ 200,000	\$ 1,400,000
TOTAL	\$ 100,000	\$ 350,000	\$ 225,000	\$ 300,000	\$ 225,000	\$ 200,000	\$ 1,400,000

Storage Reservoir Rehabilitation

Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: 2025



Project Description: This project rehabilitates water storage reservoirs throughout the City. Work to be performed may include recoating, repainting, installation of mixers and sampling stations and seismic upgrades.

Justification: Maintenance and upgrades of water storage reservoirs are necessary to prolong their useful lives.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Water Fund	\$ 100,000	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -	\$ 800,000
TOTAL	\$ 100,000	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -	\$ 800,000
						\$ 3,900,000
						\$ 3,900,000

Water Treatment Plant Improvements



Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program

Project Description: This project will perform minor improvements at the Water Treatment Plant. The work may include replacement of deteriorating equipment, installation of new controls, construction of facilities, clearwell improvements and installation of a Zone 1 flow meter.

Justification: Upgrades to the plant are required to maintain and/or improve the efficiency of the facility.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Water Fund	\$ 330,000	\$ 475,000	\$ 470,000	\$ 500,000	\$ 450,000	\$ 500,000
TOTAL	\$ 330,000	\$ 475,000	\$ 470,000	\$ 500,000	\$ 450,000	\$ 500,000
						\$ 2,725,000
						\$ 2,725,000

Water Treatment Plant Solids Handling Improvements

Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2027



Project Description: This project will evaluate the existing solids handling and dewatering operation at the Water Treatment Plant and, if warranted, design and construct additional facilities.

Justification: Solids handling and dewatering are currently performed by a private contractor. This exercise will determine if a City owned system may be more cost effective.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Water Fund	\$ -	\$ 500,000	\$ 700,000	\$ -	\$ 250,000	\$ -
TOTAL	\$ -	\$ 500,000	\$ 700,000	\$ -	\$ 250,000	\$ -
					\$ 1,450,000	\$ 1,450,000

Water Treatment Plant Drainage Capture



Location: Water Treatment Plant

Project Manager: Scott Buening

Estimated Completion: 2025

Project Description: This project will re-evaluate the existing sludge lagoon. Work included in this project may include removal of accumulated solids, stabilization of banks and installation of decant/disposal system or constructing a new City owned facility.

Justification: The City may require additional capacity to accommodate emptying the clarifiers for routine or special maintenance.

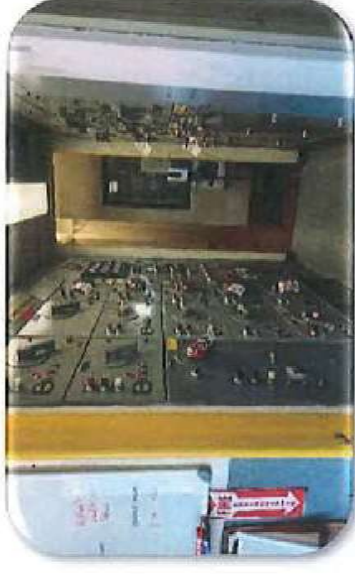
Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Water Fund	\$ 100,000	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 300,000
TOTAL	\$ 100,000	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 300,000

Water Treatment Plant Electrical Upgrade

Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2027



Project Description: The project will relocate and upgrade the aging electric facilities at the Water Treatment Plant.

Justification: Electrical equipment is aging and requires upgrades to continue to function properly.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Water Fund	\$ -	\$ 1,350,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 2,350,000
TOTAL	\$ -	\$ 1,350,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 2,350,000

Project Manager: Scott Bunting

Project Description: This project will construct a 6 MGD brackish water desalination plant that would treat water from the San Joaquin River during times of high chloride content. The work will include the replacement of the City's river intake facility and install a new fish screen. Approximately 4 miles of pipeline will be constructed to convey brine concentrate from the water treatment plant to Delta Diablo.

Funding Sources	Current	Proposed				Total	
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
SRF Loan	\$ 16,866,000	\$ -	\$ -	\$ -	\$ -	-	\$ 16,866,000
Water Expansion Fund	\$ 6,080,000	\$ -	\$ -	\$ -	\$ -	-	\$ 6,080,000
TOTAL	\$ 22,946,000	\$ -	\$ -	\$ -	\$ -	-	\$ 22,946,000

Water Treatment Plant 'A' Filter Valves Replacement

Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2025



Project Description: This project will replace four aging filter valves in Plant 'A' at the Water Treatment Plant.

Justification: Four of the eight filter valves at Plant 'A' have been in the system for a long period of time and are currently leaking while in the closed position.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Water Fund	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
TOTAL	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000

Water Treatment Plant 'A' Applied Channels

Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2025



Project Description: The project will evaluate the existing applied water channels at the Water Treatment Plant. Modification or replacement of the channels will be designed and constructed.

Justification: The existing applied channels have settled and separated from the filters causing water to leak out.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Water Fund	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
TOTAL	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000

Sewer Main Improvements Program



Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program

Project Description: Improvements to the existing sanitary sewer collection system are needed to increase functionality or expand capacity.

Justification: The Wastewater System Collection Master Plan and the Public Works Department have identified existing sewer lines to be upgraded.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Sewer System Improvement Fund	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ 150,000	\$ 150,000
TOTAL	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ 150,000	\$ 600,000

Sewer Facility Rehabilitation Program

Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program



Project Description: This program rehabilitates damaged and deteriorating sewer collection facilities.

Justification: These improvements reduce maintenance cost, prevent overflows, and improve sewer flow capacity.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Sewer Fund	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 600,000
TOTAL	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 600,000

Northeast Antioch Annexation Infrastructure

Location: Northeast Annexation area

Project Manager: Scott Buentling

Estimated Completion: 2028



Project Description: This project will construct new underground facilities and provide additional infrastructure on St. Claire Dr, Trembath Lane, Viera Ave, Stewart Lane, Vine Lane, Bown Ave, Walnut Ave, Santa Fe Ave, and Wilbur Ave.

Justification: Domestic water and sanitary sewer facilities have been installed in some of these areas. Additional work may include storm water collection, curb, gutter and sidewalk and street lighting.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
NE Annexation	\$ -	\$ -	\$ 1,998,000	\$ -	\$ -	\$ -	\$ 1,998,000
Unfunded	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000
TOTAL	\$ -	\$ -	\$ 1,998,000	\$ -	\$ 1,500,000	\$ -	\$ 3,498,000

CDBG Downtown Roadway Rehabilitation Program

Location: Community Development Block Grant Area

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program



Project Description: This project includes roadway rehabilitation, replacement of damaged sidewalk, curb and gutter, installation of new curb ramps and storm drain system modifications within the City's Community Development Block Grant area.

Justification: The existing pavement has deteriorated and drainage along the roadway is inadequate or no longer functioning. In addition, pedestrian access is severely restricted due to the lack of curb ramps.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
CDBG Fund	\$ 258,000	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ 708,000
TOTAL	\$ 258,000	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ 708,000

Trash Capture Devices



Location: Citywide

Project Manager: Phil Hoffmeister

Estimated Completion: Ongoing Program

Project Description: This program will install full trash capture devices at various locations throughout the City to prevent trash from reaching the storm drain system, channels, creeks, and San Joaquin River. Locations will be determined depending on the type of device selected.

Justification: To provide compliance with Provision C.10 the City's MS4 National Pollutant Discharge Elimination System stormwater permit (R2-2015-0049; as amended by R2-2019-0004).

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
NPDES	\$ 400,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
TOTAL	\$ 400,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
						\$ 900,000
						\$ 900,000

Citywide Signage Program

Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: 2024



Project Description: This program includes designing and installing facility, location and point of interest signs throughout the City.

Justification: The program will enlighten residents and visitors of numerous parks, facilities, and attractions within the City.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
General Fund	\$ 428,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 428,000
Unfunded	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ 1,500,000
TOTAL	\$ 428,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ 1,928,000

Traffic Calming Program

Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program



Project Description: This program implements traffic calming strategies on roadways that have been identified by residents and confirmed by the City Engineer.

Justification: Excessive speed on residential roadways is a safety concern. This program strives to reduce the risks of traffic accidents throughout the City.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Measure J	\$ 393,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
TOTAL	\$ 393,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
						\$ 1,143,000
						\$ 1,143,000

Sewer Main Trenchless Rehabilitation

Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program



Project Description: This program rehabilitates damaged and deteriorated sanitary sewer pipelines utilizing trenchless methods such as pipe bursting and cured in-place pipe installation.

Justification: Portions of the existing sanitary sewer collection system are damaged or deteriorating and need replacement and upgrades. Trenchless rehabilitation of sanitary sewer pipelines is much less expensive than replacement of the pipeline due to the small excavation required to access the pipelines and minimum damage to the ground surface.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Sewer Fund	\$ 50,000	\$ -	\$ 300,000	\$ -	\$ 300,000	\$ 300,000
TOTAL	\$ 50,000	\$ -	\$ 300,000	\$ -	\$ 300,000	\$ 300,000
						\$ 950,000
						\$ 950,000

L Street Improvements

Location: L Street between Highway 4 and the Antioch Marina

Project Manager: Scott Buenting

Estimated Completion: 2028



Project Description: This project will consist of modifying and widening portions of the roadway, constructing new concrete curb, gutter, sidewalks and curb cuts, installing landscaping and decorative hardscape, improve bicycle access and upgrading signage and striping throughout the project. The project will be constructed in 2 phases. Phase 1 is Hwy 4 to Sycamore and W 10th to Marina. Phase 2 is Sycamore to W 10th.

Justification: Improve pedestrian and bicycle safety, traffic flow and aesthetics from Highway 4 to the Marina and the Rivertown District.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
RMRA	\$ 4,952,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,952,000
OBAG2	\$ 1,469,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,469,000
Measure J	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000
SS4A Grant	\$ -	\$ 13,008,000	\$ -	\$ -	\$ -	\$ -	\$ 13,008,000
TOTAL	\$ 7,621,000	\$ 13,008,000	\$ -	\$ -	\$ -	\$ -	\$ 20,629,000

I Street Improvements

Location: 100 I Street

Project Manager: Scott Buenting

Estimated Completion: 2025



Project Description: This project will install landscaping, hardscaping, and benches at the foot of I Street.

Justification: The non-operational ticket booth and bathroom have been demolished and this project will improve usage and beautify the area for better use.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Gas Tax	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
TOTAL	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000

Marina Basin Dredging

Location: Antioch Marina

Project Manager: Derek Traya

Estimated Completion: 2026



Project Description: This project will remove sediment within the Marina basin to maintain an appropriate depth throughout the marina berths and waterway.

Justification: If proper depths are not maintained berths become silted and unusable resulting in a loss of revenue for the marina and loss of rentable spaces for residents.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Unfunded	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000
TOTAL	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000

Water Treatment Plant 'B' Basin Repair/Replacement



Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2026

Project Description: This project will repair or replace sluice gates, flight drive shafts, housing, and bearings within the basin of Plant "B" at the Water Treatment Plant.

Justification: The original equipment was installed in 1986 and is exposed to aggressive water and is now beginning to fail. To maintain proper operation of the plant, these items need to be replaced or repaired.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Water Fund	\$ -	\$ 400,000	\$ 400,000	\$ -	\$ -	\$ -	\$ 800,000
TOTAL	\$ -	\$ 400,000	\$ 400,000	\$ -	\$ -	\$ -	\$ 800,000

Re-Coating Surface of Clearwells and Fluoride Storage

Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2026



Project Description: The project will re-coat the top surface of the Plant "B" clearwell and the fluoride bulk tank.

Justification: Maintaining protective coating increases the life expectancy of the facilities by sealing the surface.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Water Fund	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -
						\$ 300,000
						\$ 300,000

Sodium Hypochlorite Storage Coating

Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2025



Project Description: This project will re-coat the containment area for the sodium hypochlorite storage tanks.

Justification: Coating the containment area will help keep the area clean and protect the integrity of the structure in the event of a spill.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Water Fund	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000
TOTAL	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000

Pittsburg / Antioch Water Intertie

Location: Intersection of Delta Fair Blvd. and E. Leland Rd.

Project Manager: Scott Buenting

Estimated Completion: 2024



Project Description: This project will improve the connections between the City of Antioch and City of Pittsburg's water systems.

Justification: The current intertie is unreliable and in the event of an emergency, a reliable interconnection between the cities of Antioch and Pittsburg should be established to help maintain water supply.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Water Fund	\$ -	\$ 775,000	\$ -	\$ -	\$ -	\$ -	\$ 775,000
TOTAL	\$ -	\$ 775,000	\$ -	\$ -	\$ -	\$ -	\$ 775,000

Pavement Plugs and Leveling Courses

Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program



Project Description: This program prepares roadways to receive a full street width surface treatment such as a cape seal or micro-surfacing by constructing asphalt concrete plugs and leveling courses typically within the driving lanes.

Justification: Roadway rehabilitation utilizing asphalt concrete plugs and leveling courses in conjunction with a surface treatment is a cost-effective way of extending the useful life of a roadway.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Measure J	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000	\$ 2,000,000
RMRA	\$ 5,000	\$ 2,380,000	\$ -	\$ 1,500,000	\$ -	\$ 1,000,000	\$ 4,885,000
TOTAL	\$ 5,000	\$ 2,380,000	\$ -	\$ 2,500,000	\$ -	\$ 2,000,000	\$ 6,885,000

Streetlighting Improvements

Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: 2026



Project Description: This project will survey the existing street lighting throughout the City and implement improvements to increase safety and decrease energy usage.

Justification: Street lighting is inconsistent in various areas. Evaluating the existing conditions and implementing improvements increases public safety.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Gas Tax	\$ 402,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 402,000
Unfunded	\$ -	\$ 1,100,000	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ 3,100,000
TOTAL	\$ 402,000	\$ 1,100,000	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ 3,502,000

A photograph of a garden bed. In the foreground, there are several bright pink and red roses. Behind them is a dense layer of green foliage and ferns. In the background, a row of colorful flowers, including yellow and blue ones, is visible. The image is oriented horizontally on the page.

Estimated Completion: Ongoing Program

Justification: These improvements will improve median islands with beautiful vegetation and decorative hardscape that will enhance the street scape aesthetics.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Gas Tax	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
Measure J	\$ 941,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000
TOTAL	\$ 1,341,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000
						\$ 2,400,000
						\$ 3,691,000
						\$ 6,091,000

A photograph of a park area. In the foreground, there is a paved path leading towards a green lawn. A sign on the left side of the path reads "WELCOME" and "PARK". To the right of the path, there is a small building with a red roof. In the background, there are trees and a large power line tower. The sky is overcast.

Project Manager: Derek Traya

Project Description: This project will renovate both Jacobsen and Marchetti Parks including replacing playground equipment and rehabilitating existing fields and courts.

Funding Sources	Current	Proposed				Total	
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Park-In-Lieu Fund	\$ 1,297,000	\$ -	\$ -	\$ -	\$ -	-	\$ 1,297,000
Prop 68 Grant	\$ 248,000	\$ -	\$ -	\$ -	\$ -	-	\$ 248,000
General Fund	\$ 520,000	\$ -	\$ -	\$ -	\$ -	-	\$ 520,000
TOTAL	\$ 2,065,000	\$ -	\$ -	\$ -	\$ -	-	\$ 2,065,000

Restoration of Public Art

Location: Citywide

Project Manager: Carlos Zepeda

Estimated Completion: Not Initiated

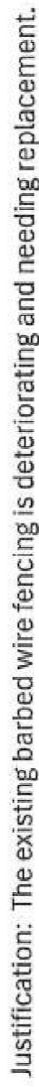


Project Description: This project will include the restoration of various public art pieces throughout the City.

Justification: Many art pieces within the City are deteriorating or have been damaged and are in need of restoration.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
General Fund	\$ -	\$ 47,000	\$ -	\$ -	\$ -	\$ -	\$ 47,000
Unfunded	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 100,000
TOTAL	\$ -	\$ 47,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 147,000

Estimated Completion: 2026



Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
AD 27/31	\$ -	\$ -	\$ 74,000	\$ -	\$ -	\$ -	\$ 74,000
Gas Tax	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000
General Fund	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ 35,000
Unfunded	\$ -	\$ -	\$ 310,000	\$ -	\$ -	\$ -	\$ 310,000
TOTAL	\$ -	\$ -	\$ 449,000	\$ -	\$ -	\$ -	\$ 449,000

Parallel Raw Water Pipeline

Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2029



Project Description: This project will construct a second pipeline for conveying raw water from the Municipal Reservoir to the Water Treatment Plant.

Justification: An additional pipeline will increase the reliability of the raw water conveyance system.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Water Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000

Murals

Location: Citywide

Project Manager: Brad Helfenberger

Estimated Completion: Ongoing Program



Project Description: This project will restore and paint new murals throughout the City.

Justification: The beautification of the City is important to the quality of life of residents.

[illegible]

Utility Box Art Work

Location: Citywide

Project Manager: Brad Helfenberger

Estimated Completion: 2026



Project Description: This project will paint artwork on utility boxes throughout the City.

Justification: Creating artwork and beautifying utility boxes is important to the quality of life of residents.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
General Fund	\$ -	\$ 84,000	\$ -	\$ -	\$ -	\$ -	\$ 84,000
TOTAL	\$ -	\$ 84,000	\$ -	\$ -	\$ -	\$ -	\$ 84,000

Estimated Completion: 2025

Justification: The current layout of the office space is not using the space efficiently; modifications would allow for more staff working more effectively.

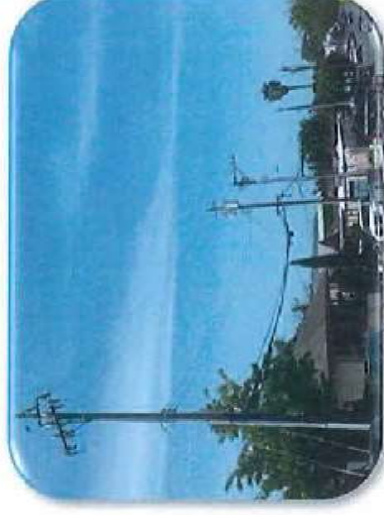
Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
General Fund	\$ 1,463,238	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,463,238
TOTAL	\$ 1,463,238	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,463,238

Overhead Utility Undergrounding

Location: L Street Between West 10th and West 14th Streets

Project Manager: Scott Buenting

Estimated Completion: 2025



Project Description: This project will convert the overhead utilities on L Street between W 10th and W 14th Streets to underground.

Justification: Undergrounding overhead utilities increases safety and longevity of the system.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Rule 20A	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -
						\$ 1,000,000
						\$ 1,000,000

A photograph of a playground with colorful equipment, including slides and climbing structures, set against a backdrop of trees and a clear sky. The image is oriented horizontally on the page.

Project Manager: Scott Bunting

Project Description: This project will renovate Contra Loma Estates Park by constructing new lighted walking pathways with outdoor exercise equipment, shaded picnic, and barbeque areas, climbing features near the existing playground, a dog park, basketball court lighting and restroom.

Justification: The City received grant funding to renovate this underutilized park.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Prop 68 Grant	\$ 2,754,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,754,000
TOTAL	\$ 2,754,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,754,000

Prewett Park Pool Resurfacing

Location: Prewett Park

Project Manager: Brad Helfenberger

Estimated Completion: 2025



Project Description: This project will replace the deteriorating pool plaster on multiple pools.

Justification: Industry standard is to replaster commercial pools once every 10 years. None of the Water Park pools have been replastered in that timeframe. Aging pool plaster emits mineral dust that clogs pool filters creating future repairs for filtration systems. Additionally, rough spots where plaster has worn out are currently showing, creating safety hazards for guests, and generally contributing to an undesirable appearance.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
General Fund	\$ 615,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 615,000
Unfunded	\$ -	\$ 130,000	\$ -	\$ -	\$ -	\$ -	\$ 130,000
TOTAL	\$ 615,000	\$ 130,000	\$ -	\$ -	\$ -	\$ -	\$ 745,000

Prewett Park Grand Plaza Shade Structure Upgrade

Location: Prewett Park

Project Manager: Scott Buenting

Estimated Completion: 2024



Project Description: This project will improve the shade structure at the Grand Plaza at Prewett Park by installing a lattice roof.

Justification: The previous fabric shade product was destroyed during a wind event in October 2019 and was discarded. Upgrading to a lattice roof will provide stronger product sustainability and reduce risk of injury to persons and damage to the facility.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Development Impact Fees	\$ -	\$ 151,000	\$ -	\$ -	\$ -	\$ -	\$ 151,000
TOTAL	\$ -	\$ 151,000	\$ -	\$ -	\$ -	\$ -	\$ 151,000

Police Department Investigation Unit Remodel

Location: Police Department

Project Manager: Scott Buenting

Estimated Completion: 2025



Project Description: This project will reconfigure the Investigations Unit area within the Police Department.

Justification: Remodeling of the area is needed to better accommodate current usage and staffing.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Development Impact Fees	\$ -	\$ 85,000	\$ -	\$ -	\$ -	\$ -	\$ 85,000
TOTAL	\$ -	\$ 85,000	\$ -	\$ -	\$ -	\$ -	\$ 85,000

Facility Maintenance and Repairs

Location: Citywide

Project Manager: Carlos Zepeda

Estimated Completion: 2024



Project Description: This project consists primarily of roof repairs at several City facilities. There will be additional siding repair at the Prewett Water Park and incidental HVAC ducting repairs due to roof repairs and maintenance.

Justification: Ongoing maintenance of City owned facilities is crucial to continue providing needed services to the City's residents and to maintain the value of the City's assets.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Recreational Fund	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000
Water Fund	\$ 150,000	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 300,000
General Fund	\$ 471,000	\$ 805,000	\$ 185,000	\$ 242,000	\$ -	\$ -	\$ 1,703,000
TOTAL	\$ 641,000	\$ 805,000	\$ 335,000	\$ 242,000	\$ -	\$ -	\$ 2,023,000

Traffic Signal: Heidorn Ranch Road/Prewett Ranch Drive

Location: Heidorn Ranch Road and Prewett Ranch Drive

Project Manager: Scott Buenting

Estimated Completion: 2025



Project Description: This project will install a new traffic signal and related facilities at the intersection of Heidorn Ranch Road and Prewett Ranch Drive.

Justification: This is a developer funded facility constructed for future traffic needs.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Traffic Signal Fund	\$ 395,000	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 395,000	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ 395,000
						\$ 395,000

Water Treatment Plant HVAC Systems



Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2028

Project Description: This project will replace various HVAC systems within the Water Treatment Plant.

Justification: The systems are aging and unreliable and need to be replaced.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Water Fund	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000

Water Treatment Plant B Flash Mixers

Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2026



Project Description: This project will conduct maintenance and repairs on the flash mixers at Plant B at the Water Treatment Plant.

Justification: The system has met its useful life and needs to be replaced.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Water Fund	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000
TOTAL	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000

Water Treatment Plant B Solar Covers



Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2025

Project Description: This project will replace the solar covers at Plant B at the Water Treatment Plant.

Justification: The covers help regulate temperature within the basins. The existing covers are deteriorating and need to be replaced.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Water Fund	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000
TOTAL	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000

Water Treatment Plant B Improvements

Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2028



Project Description: This project will replace deteriorating equipment, repair aging and damaged facilities, upgrade controls and install new facilities.

Justification: Upgrades to the facility are required to maintain and improve the efficiency of the plant.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Water Fund	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 500,000	\$ -
TOTAL	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 500,000	\$ -
						\$ 1,500,000
						\$ 1,500,000

Estimated Completion: Ongoing Program

Justification: Maintenance of the City's trail system provides safe access through the City's open spaces.

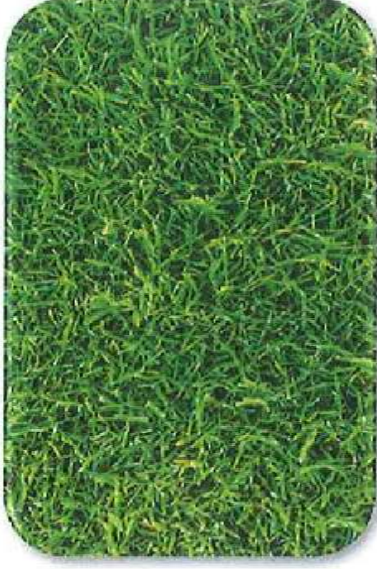
Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Gas Tax	\$ 253,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000
TOTAL	\$ 253,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000

Community Park Synthetic Turf Replacement

Location: Community Park

Project Manager: Scott Buenting

Estimated Completion: 2026



Project Description: This project will rehabilitate the base material and replace the synthetic turf at the Community Park soccer fields.

Justification: The synthetic turf fields have reached their useful life.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Unfunded	\$ -	\$ -	\$ 2,200,000	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ 2,200,000	\$ -	\$ -	\$ -
					\$ 2,200,000	\$ 2,200,000

Prewett Park Perimeter Fence Replacement

Location: Prewett Park

Project Manager: Scott Buenting

Estimated Completion: 2024



Project Description: This project would replace the rusted and corroded perimeter and interior fence at Prewett Water Park.

Justification: The existing wrought-iron fence around the perimeter and interior of the water park has reached the end of its useful life. It is rusted and corroded and has fallen in some areas. The project is needed to maintain security and improve beautification of the water park.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
ARPA	\$ 486,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 486,000
TOTAL	\$ 486,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 486,000

Prewett Park Slide Restoration

Location: Prewett Park

Project Manager: Brad Helfenberger

Estimated Completion: 2024



Project Description: This project will resurface the five slides at Prewett Water Park.

Justification: The slides have aged and deteriorated including cracks, chips, and areas worn down to the fiberglass and exposing bolts. This project will restore them to original operating condition so they can continue to be operated safely.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
General Fund	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,000
TOTAL	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,000

Integration and Upgrade of Access Control, Surveillance, Monitoring, and Fire Alarm



Location: All City Facilities

Project Manager: Carlos Zepeda

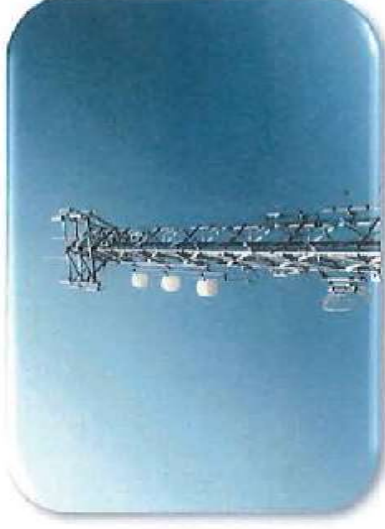
Estimated Completion: 2023

Project Description: This project will include installation of new security access, monitoring and surveillance hardware at all City facilities. Cameras, intrusion, and security access will be added at facilities which currently do not have security monitoring. Existing facilities with security will be upgraded as well to bring all the City's building under one security monitoring systems provider.

Justification: The City seeks to always maintain the security of its employees and infrastructure. Upgrading and adding security and fire monitoring capabilities throughout the City's facilities achieves this goal.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
General Fund	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Water Fund	\$ 171,000	\$ 195,000	\$ -	\$ -	\$ -	\$ -	\$ 366,000
Recreational Fund	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,000
TOTAL	\$ 311,000	\$ 195,000	\$ -	\$ -	\$ -	\$ -	\$ 506,000

Installation of Police Department Radio Simulcast Tower



Location: 75 Walton Lane

Project Manager: Scott Buenting

Estimated Completion: 2024

Project Description: This project will install a simulcast tower at 75 Walton Lane that will provide additional radio coverage in the southwest part of the City.

Justification: Currently, there is a large "dead" radio coverage area in the southwest part of the city. This creates a significant safety issue for our employees, as well as the public. Installation of the radio simulcast tower will improve response to calls in this area.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
General Fund	\$ 303,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 303,000
TOTAL	\$ 303,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 303,000

Project Manager: Brad Helfenberger

Project Description: This project will remodel, upgrade ADA accessibility and technology, and replace the roof at the Nick Rodriguez Community Center and Antioch Senior Center.

Funding Sources	Current	Proposed				Total	
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28		FY 28/29
State Grant - CNRA	\$ 2,200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200,000
General Fund	\$ 264,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 264,000
TOTAL	\$ 2,464,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,464,000

AMI Water Meter Reading Upgrade

Location: Citywide

Project Manager: Shaun Connelly

Estimated Completion: Ongoing Program



Project Description: This project will replace the existing drive-by Automatic Meter Reading system with Advanced Metering Infrastructure (AMI) which provides real-time water meter reading. This project requires a full retrofit of all existing water meter and meter box lids to allow water meter readings to communicate through a cellular network.

Justification: The cellular water meter upgrade will provide real-time meter readings to residents online. City staff will have access to reliable water meter readings and effectively address customer service concerns. Water conservation is a priority to the City and this system upgrade enables the City to continue improving its conservation efforts.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Water Fund	\$ 1,770,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
TOTAL	\$ 1,770,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
						\$ 9,270,000
						\$ 9,270,000

Estimated Completion: 2024

Justification: The storm drains and sewer pipelines are deteriorating and causing tidal water to erode soil on the outside of the pipes. These lines affect soil stability under an access road.

[illegible]

Sodium Hypochlorite Injection Distribution System Improvements

Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2027



Project Description: This project will add sodium hypochlorite injection facilities at critical points of the distribution system.

Justification: The system has met its useful life and will need to be replaced. The City constantly struggles to maintain water quality in far parts of the system especially during low demand periods. Sodium hypochlorite injection will improve water quality, decrease consumer taste and odor complaints and prevent nitrification.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Water Fund	\$ -	\$ -	\$ -	\$ 2,500,000	\$ -	\$ -	\$ 2,500,000
TOTAL	\$ -	\$ -	\$ -	\$ 2,500,000	\$ -	\$ -	\$ 2,500,000

Water Treatment Plant Variable Frequency Drives

Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2029



Project Description: This project will add variable frequency drives to the City's existing treated water distribution system with the Water Treatment Plant.

Justification: The system will allow operators to slowly ramp up and control the flow of water leaving the treatment plant into the distribution system. The current motors do not allow any modification and are off or on, which is not ideal to maintain pressure and manage the system efficiently. Variable frequency drives will lessen the likelihood of main breaks from turning on and off pumps at the plant and provide a more consistent method of operation.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Water Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,000

Polymer Room & Filter Aid Installation

Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2025



Project Description: This project will rehabilitate the existing polymer room and add a filter aid introduction system.

Justification: Rehabilitating the polymer system and adding filter aid to the treatment process will lessen chemical cost, improve water quality and provide a significant benefit in labor cost to operations and maintenance.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Water Fund	\$ -	\$ 240,000	\$ -	\$ -	\$ -	\$ -	\$ 240,000
TOTAL	\$ -	\$ 240,000	\$ -	\$ -	\$ -	\$ -	\$ 240,000

Water Treatment Plant Chain and Flights Rehabilitation

Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2025



Project Description: This project will replace the existing chains and flights of the sludge collection and removal system for sedimentation basins at Plant "B".

Justification: The chain and flight system is a critical system component and prone to significant wear over its constant use and needs to be replaced on a routine basis.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Water Fund	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000
TOTAL	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000

Chemical Injection Modifications



Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2025

Project Description: This project will install flow paced pump meters and motors for chemical introduction at the Water Treatment Plant.

Justification: Flow paced technology allows operations to manage and make changes in real time providing a more efficient and cost-effective treatment process.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Water Fund	\$ -	\$ 176,000	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ 176,000	\$ -	\$ -	\$ -	\$ -
						\$ 176,000
						\$ 176,000

Water Treatment Plant Generator Replacement

Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2026



Project Description: This project will replace the existing water treatment plant generators.

Justification: The current generators are nearing the end of their useful service life and need to be replaced to maintain future operations reliability in the event of a power failure.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Water Fund	\$ -	\$ -	\$ 900,000	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ 900,000	\$ -	\$ -	\$ -
					\$ 900,000	\$ 900,000

Canal Pump Variable Frequency Drives

Location: Canal Pump on Lone Tree Way

Project Manager: Scott Buenting

Estimated Completion: 2027



Project Description: This project will install variable frequency drives at the canal pumps.

Justification: The variable frequency drive motors will increase the lifespan of existing pumps and allow operations to fill and drain the Antioch Municipal Reservoir more responsibly and efficiently. This addition will lessen the impact on the reservoirs earthen dam.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Water Fund	\$ -	\$ -	\$ -	\$ 283,000	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ 283,000	\$ -	\$ -
					\$ 283,000	\$ 283,000

Lone Tree Way Booster Pump Improvements



Location: Lone Tree Way Booster Pump Station

Project Manager: Scott Buenting

Estimated Completion: 2025

Project Description: This project will replace outdated generator, electrical panels, pumps, motors, control valves and install a new flow meter at the Lone Tree Way Booster Pump Station.

Justification: The facility is aging and requires improvements for reliability and efficiency.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Water Fund	\$ -	\$ 1,062,000	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ 1,062,000	\$ -	\$ -	\$ -	\$ -
						\$ 1,062,000
						\$ 1,062,000

Wi-Fi Installation in Downtown

Location: Downtown

Project Manager: Alan Barton

Estimated Completion: Ongoing Program



Project Description: This project will install Wi-Fi connection in the downtown area of the City.

Justification: The project will provide a wireless network to ensure residents and visitors in downtown stay connected online.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
ARPA	\$ 85,000	\$ -	\$ -	\$ -	\$ -	\$ -
Unfunded	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
TOTAL	\$ 85,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 585,000

Bicycle Garden Construction

Location: Prewett Community Park

Project Manager: Scott Bunting

Estimated Completion: 2025



Project Description: The Bicycle Garden will be a hands-on bicycle training facility and designed like a miniature city streetscape. The park would consist of small roads that weave in and around landscaped areas with smaller scaled versions of real-life traffic features including signals, traffic signs, road markings, bus stops, bike lanes, train tracks, and more to help youth learn the rules-of-the-road.

Justification: To improve amenities to the residents of Antioch.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
SS4A Grant	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000,000
General Fund	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
TOTAL	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000

Rivertown Community Space

Location: Southeast Corner of Intersection at 2nd and E Streets

Project Manager: Scott Buenting

Estimated Completion: 2025



Project Description: This project will design and construct improvements at the former Antioch Lumber Storage Yard that will transform the area into a family friendly space.

Justification: This project will provide a community space in the downtown area utilizing the currently vacant parcel.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Park-In-Lieu Fund	\$ 303,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 303,000
Unfunded	\$ -	\$ 4,500,000	\$ -	\$ -	\$ -	\$ -	\$ 4,500,000
TOTAL	\$ 303,000	\$ 4,500,000	\$ -	\$ -	\$ -	\$ -	\$ 4,803,000

Antioch School Pedestrian Safety Improvements

Location: Various schools throughout the City

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program



Project Description: The project will install bicycle and pedestrian safety improvements near Antioch schools. Work may include items such as curb cuts, rectangular rapid flashing beacons, a speed radar, pedestrian warning devices, and updated school crossings and legends.

Justification: The project will improve access and safety within the City.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Gas Tax	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000
Unfunded	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000
TOTAL	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 550,000

Antioch Community Center Carpet Replacement

Location: Antioch Community Center

Project Manager: Brad Helfenberger

Estimated Completion: 2026



Project Description: This project will replace carpet in staff offices and the Prewett Library.

Justification: The carpet is original and is worn out in high traffic areas. Replacing the carpet is recommended at this time.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Unfunded	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000
TOTAL	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000

Prewett Park Buildings Renovation

Location: Prewett Water Park

Project Manager: Brad Helfenberger

Estimated Completion: 2026



Project Description: This project will rehabilitate both buildings at the Antioch Water Park, which will include roof and siding of the rear building, new flooring and paint, renovated locker rooms, restrooms and staff areas.

Justification: The Water Park has operated for 27 years without a major renovation. Most of the fixtures have reached the end of useful life. Both buildings are in need of rehabilitation.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
General Fund	\$ 95,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,000
Unfunded	\$ 155,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,155,000
TOTAL	\$ 250,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,250,000

Prewett Park Concrete Improvements, Phase 4

Location: Prewett Water Park

Project Manager: Scott Buenting

Estimated Completion: 2024



Project Description: This project will rehabilitate portions of the existing concrete deck and pool coping.

Justification: The deck presents a safety issue in many areas. It is worn, cracked, and rough and will result in patron injury if not addressed soon.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
General Fund	\$ 757,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 757,000
Unfunded	\$ -	\$ 625,000	\$ -	\$ -	\$ -	\$ -	\$ 625,000
TOTAL	\$ 757,000	\$ 625,000	\$ -	\$ -	\$ -	\$ -	\$ 1,382,000

Prewett Park Mechanical and Structural Evaluation

Location: Prewett Water Park

Project Manager: Brad Helfenberger

Estimated Completion: 2024



Project Description: This project will evaluate Antioch Water Park's aging equipment and structures to determine the best course of action for rehabilitation. The Sport Pool is one example which has settled and is no longer level and other equipment has reached its useful life.

Justification: The structures needing repair will eventually become inoperable if not addressed.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
General Fund	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
TOTAL	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000

Trail Crossing Improvements

Location: Various Trail Crossings

Project Manager: Scott Buenting

Estimated Completion: 2026



Project Description: This project will install Hawk signals at trail crossings to enhance pedestrian and bicycle safety.

Justification: Installation of Pedestrian Hybrid Beacon (HAWK Signal) at the trail crossings has a potential to greatly enhance pedestrians' safety at locations that are noted as being problematic in the past.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
HSIP Grant	\$ -	\$ -	\$ 828,000	\$ -	\$ -	\$ -	\$ 828,000
Traffic Signal Fund	\$ -	\$ -	\$ 92,000	\$ -	\$ -	\$ -	\$ 92,000
TOTAL	\$ -	\$ -	\$ 920,000	\$ -	\$ -	\$ -	\$ 920,000

Signal System Upgrade at Various Locations

Location: Various Locations

Project Manager: Scott Buenting

Estimated Completion: 2025



Project Description: This project will improve signal hardware including lenses, backplates with retroreflective borders, mounting, size, and number. This will also install pedestrian countdown signal heads and install an advance stop bar before cross walk.

Justification: Enhancing the signal hardware will provide better visibility of intersection signals and aid the drivers in advance perception of the upcoming intersection. Installation of pedestrian countdown signal heads will enhance pedestrian safety and result in reduction of collisions between pedestrians and vehicles. Installation of an advance stop bar before crosswalk will enhance pedestrian and bicycle safety by providing a buffer between the vehicles and pedestrians and bicycles.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
HSIP Grant	\$ -	\$ 2,521,000	\$ -	\$ -	\$ -	\$ -
Traffic Signal Fund	\$ -	\$ 280,000	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ 2,801,000	\$ -	\$ -	\$ -	\$ -
						\$ 2,521,000
						\$ 280,000
						\$ 2,801,000

Reservoir Road Rehabilitation

Location: 4040 Lone Tree Way

Project Manager: Scott Buenting

Estimated Completion: 2024



Project Description: This project will reinforce and repair the access road for the Antioch Municipal Reservoir.

Justification: The road to the dam is eroding and is hazardous to drive when wet.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Water Fund	\$ -	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ 550,000
TOTAL	\$ -	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ 550,000

Zero Emission Vehicle Transition

Location: Various City Facilities

Project Manager: Scott Buenting

Estimated Completion: 2025



Project Description: This project will install electric vehicle charging stations at various City facilities to support the City's transition to a Zero Emission Fleet.

Justification: The Zero-Emission Vehicle regulation is designed to achieve the state's long term emission reduction goals in California by 2035.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
General Fund	\$ 1,227,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,227,000
Unfunded	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -	\$ 4,000,000
TOTAL	\$ 1,227,000	\$ -	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -	\$ 5,227,000

Prewett Water Park Prewett Peak Structure Remediation

Location: Prewett Water Park

Project Manager: Brad Helfenberger

Estimated Completion: 2025



Project Description: Repair and replace corroded steel structure inside Prewett Peak, which supports the park's two tallest slides.

Justification: Continued operation of the City's only Aquatic Facility.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
General Fund	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000
TOTAL	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000

Prewett Water Park Mechanical Improvements

Location: Prewett Water Park

Project Manager: Brad Helfenberger

Estimated Completion: 2025



Project Description: Replace various water pumps, heaters, and other mechanical items at the Water Park.

Justification: Continued operation of the City's only Aquatic Facility.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
General Fund	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
TOTAL	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000

Antioch Community Center Interior Painting

Location: Antioch Community Center

Project Manager: Brad Helfenberger

Estimated Completion: 2025



Project Description: Repaint interior of facility where there is currently a vinyl wrap that is breaking down.

Justification: Beautification of public facilities.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Unfunded	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000
TOTAL	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000

Dispatch Communications Center Improvements

Location: 300 L Street

Project Manager: Stacey Malsom

Estimated Completion: 2026



Project Description: Update communication center with additional space and seismic retrofits.

Justification: As staffing increases there will be a need for additional spaces and the building needs updates.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Unfunded	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,000,000
TOTAL	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,000,000

Property and Evidence Storage Building

Location: 300 L Street

Project Manager: Scott Buenting

Estimated Completion: 2026



Project Description: The Police Department is in need of a new property and evidence building to safely and securely house old and new evidence and dramatically cut the cost for on and off site evidence storage.

Justification: The Police Department is spending approximately \$50,000 per year for on and off site storage of evidence. By constructing this building, the PD will have paid for the cost of the building in a little more than 2 years and dramatically reduce annual expenses.

Funding Sources	Current	Proposed				Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Unfunded	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -
						\$ 150,000
						\$ 150,000

Police Department Records Area Remodel

Location: 300 L Street

Project Manager: Scott Buenting

Estimated Completion: 2026



Project Description: Records Division remodel. Arrange space in the Records Division with office equipment and work spaces to accommodate current staffing needs.

Justification: There are currently not enough desks in one room to house all records employees and staff continues to increase.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Unfunded	\$ -	\$ -	\$ 70,000	\$ -	\$ -	\$ -	\$ 70,000
TOTAL	\$ -	\$ -	\$ 70,000	\$ -	\$ -	\$ -	\$ 70,000

Project Manager: Scott Bunting

Project Description: This project will install security fencing at various locations throughout the City.

Funding Sources	Current	Proposed				Total	
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Water Fund	\$ 112,000	\$ -	\$ -	\$ -	\$ -	-	\$ 112,000
Delta Fair Fund	\$ 56,000	\$ -	\$ -	\$ -	\$ -	-	\$ 56,000
TOTAL	\$ 168,000	\$ -	\$ -	\$ -	\$ -	-	\$ 168,000

Window Security at City Hall

Location: 200 H Street

Project Manager: Scott Buenting

Estimated Completion: 2026



Project Description: This project will install some type of device or mechanism to the windows to eliminate a break-in.

Justification: Adding security to City Hall windows will prevent break-ins and help secure the facility.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Unfunded	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000
TOTAL	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000

Citywide Key Upgrades

Location: Various City Facilities

Project Manager: Carlos Zepeda

Estimated Completion: 2025



Project Description: This project consists of replacing all keyed door locks inside and out for all City owned facilities.

Justification: The primary reason for the key upgrades is to provide better security to the facilities. Secondly, many key cores are old and worn out and in need of replacement.

Funding Sources	Current	Proposed					Total
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Unfunded	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
TOTAL	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 25, 2024

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Introduce the Ordinance Adding Chapter 4 to Title 4 (Public Safety) of the Antioch Municipal Code Relating to:
(1) **Organizing, Advertising, and Being a Spectator at** Street Racing, Sideshows, and Reckless Driving Exhibitions OR
(2) **Organizing and Advertising** Street Racing, Sideshows, and Reckless Driving Exhibitions

RECOMMENDED ACTION

It is recommended that the City Council introduce, waive the first reading, and read by title only the proposed ordinance:

1. Adding Chapter 4 to Title 4 (Public Safety) to the Antioch Municipal Code, which prohibits **organizing, advertising, and being a spectator at** street racing, sideshows, and reckless driving exhibitions (Attachment A to the Staff Report)

OR

2. Adding Chapter 4 to Title 4 (Public Safety) to the Antioch Municipal Code, which prohibits **organizing and advertising** street racing, sideshows, and reckless driving exhibitions (Attachment B to the Staff Report)

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

DISCUSSION

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

Despite law enforcement efforts to enforce the existing State regulations, the City's

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

1. State Law Provides Legal Accountability for Drivers in Sideshows and Street Races

The existing penalties for drivers in sideshows and street races are extensive. The California Vehicle Code (“CVC”) makes it illegal to engage in the following conduct on all public streets and offstreet parking facilities:

- Motor vehicle speed contests, where one vehicle races against another vehicle or against a clock, on public highways are prohibited (CVC § 23109(a)).
- Aiding or abetting motor vehicle speed contests is prohibited (CVC § 23109(b)).
- Motor vehicle speed exhibitions are prohibited (CVC § 23109(b)(c)).
- Driving on a highway with deliberate disregard for the safety of persons or property is prohibited (Section 23103(a)).
- Driving on an off-street parking facility with deliberate disregard for the safety of persons or property is prohibited (CVC § 23103 (b)).

The California Vehicle Code allows a police officer to arrest a person and seize their motor vehicle if the police officer determines that the person engaged in these illegal activities. Police can impound the vehicle for up to 30 days (CVC § 23109(h)).

Arrests and/or citations for sideshow or speed racing drivers may lead to driver’s license suspension. Vehicles are also subject to inspection for modifications to the engine or smog emissions devices, which can lead to out of service orders placed on vehicles. Vehicles placed out of service are often required to be inspected by the State Referee and repairs can be costly.

2. Antioch City Council Discussions

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

On February 27, 2024, the City Council introduced by title only and waived further reading

of an Ordinance that would prohibit advertising or organizing various types of illegal street races, sideshows, or reckless driving exhibitions on or in public highways or offstreet parking facilities within the City. On motion by Councilmember Torres-Walker, seconded by Councilmember Barbanica, the City Council unanimously introduced by title only and waived further reading of the ordinance.

At the March 12, 2024 meeting, the City Council did not adopt the ordinance adding Chapter 4 to Title 4 (Public Safety) of the Antioch Municipal Code, which prohibits organizing or advertising street racing, sideshows, and reckless driving exhibitions. No action was taken on the ordinance because several councilmembers believed that the proposed ordinance was not strong enough to be effective in reducing sideshow activities.

3. A City Ordinance Can Provide Legal Accountability for Organizers, Advertisers and Spectators at Sideshows, Street Races, and Reckless Driving Exhibitions

The City Attorney's Office has now provided two ordinances for the City Council's consideration. Both ordinances contain proactive measures to discourage illegal sideshows, street races, and exhibitions of speed within the City, by regulating the organizing or advertising of such activities. The following activities would be specifically prohibited by both ordinances:

- Knowingly organizing a street race, sideshow, reckless driving exhibition, or exhibition of speed conducted within the City on a public street, highway, or in an offstreet parking facility.
- Advertising, within the City, a street race, sideshow, or exhibition of speed conducted or to be conducted in the City on a public street, highway, or in an offstreet parking facility.
- Advertising online, including on social media, a street race, sideshow, or exhibition of speed conducted or to be conducted in the City on a public street, highway, or in an offstreet parking facility.
- The ordinance's definition of a spectator would apply to those who are found within 200 feet of the location of a sideshow, street race, or the site of the preparations for these activities, for the purpose of viewing, observing, watching, or witnessing the event as it progresses.

In addition, the ordinance in **Attachment A** contains accountability measures for spectators at sideshows, street racing, and reckless driving exhibitions, which the ordinance in **Attachment B** does not contain.

Implementing this sideshow and street racing organizer, advertiser and spectator ordinance would substantially broaden the scope of individuals held legally accountable for sideshows and street races beyond the drivers participating in the event. A sideshow and street racing organizer, advertiser and spectator ordinance would prohibit promotion of, preparation for, participation in, and attendance as a spectator at sideshows or street races.

The ordinance would discourage organizing and being a spectator at illegal sideshows or street races by providing proper notice of unlawful activities to citizens, addressing a clear, identifiable, and limited population, and holding individuals accountable for

promoting, preparing, participating in, and being a spectator at sideshows.

This ordinance would assist the City in taking enforcement action against those who park their vehicles in a position that interferes with traffic by blocking an intersection to set the stage for a sideshow or street race. For example, these spectators could be held accountable for being an integral part of the production by having their cars seized.

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

The ordinance may reduce the probability of accidents, injuries, and death caused by sideshows. It may also protect against damage to private property, homes, and vehicles. The ordinance may also alleviate harmful health and environmental impacts, such as the trauma and stress created by sideshow noise and air pollution.

ATTACHMENTS

- A. Ordinance - Prohibits **organizing, advertising, and being a spectator at** street racing, sideshows, and reckless driving exhibitions
- B. Ordinance - Prohibits **organizing and advertising** at street racing, sideshows, and reckless driving exhibitions

ORDINANCE NO. __

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

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

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

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

WHEREAS, illegal street racers accelerate to high speeds without regard to oncoming traffic, pedestrians, or other vehicles, and the racers drive quickly from street to street, race for several hours, and then move to different locations upon the arrival of law enforcement;

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

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

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

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

WHEREAS, illegal sideshows, street racing, exhibitions of speed, and motorcycle stunting attract many spectators, and create an environment in which illegal activities can fester;

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

WHEREAS, advertising illegal activity and spectating illegal activity are not constitutionally protected speech; and

WHEREAS, the City desires to discourage illegal sideshows, street races, and exhibitions of speed by making the organizing or advertising of such activities or participation as a spectator in such activities unlawful within the City.

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

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

Section 2. PURPOSE. The purpose of this Ordinance is to discourage and prevent street racing, sideshows, reckless driving exhibitions, and related activities by prohibiting persons from being involved as organizers, advertisers, or spectators of such events and providing appropriate enforcement measures to protect the public and deter this illegal activity.

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

Chapter 4

Street Racing, Sideshows, and Reckless Driving Exhibitions

- 4-4.101 Findings and Purpose**
- 4-4.102 Definitions**
- 4-4.103 Nonexclusive Remedy**
- 4-4.104 Organizing or Advertising Sideshows, Street Races, and Reckless Driving Prohibited**
- 4-4.105 Relevant Circumstances to Prove a Violation**
- 4-4.106 Spectators at Sideshows, Street Races, and Reckless Driving Prohibited**
- 4-4.107 Relevant Circumstances to Prove a Violation**
- 4-4.108 Enforcement**

4-4.101 Findings and Purpose

A. The streets within the City have been the site of continuing illegal sideshows, speed contests, and exhibitions of speed over several years despite law enforcement efforts to prevent and abate these illegal events through the enforcement of existing traffic laws. Illegal motor vehicle sideshows, speed contests and exhibitions of speed are fueled by the activities of organizers, advertisers, and spectators. Often, such events generate profit for their organizers and advertisers. The events are a public nuisance emitting air pollution, including noxious odors, and noise pollution. The events also create an environment in which illegal activities can fester. Therefore, the intent and purpose of this Chapter is to discourage organization and advertising of illegal motor vehicle sideshows, speed contests, and exhibitions of speed in the City. It also aims to discourage the presence of spectators at these events.

B. This Chapter targets a clear, limited population and gives proper notice to individuals as to which activities are lawful and which activities are unlawful. The quantity of people exposed to the dangers associated with participating in and being a spectator at illegal sideshows, street races, and exhibitions of speed is likely to be decreased by discouraging organizers, advertisers, and spectators from being involved with such events in the City.

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

D. This Chapter is intended to compliment state laws governing the regulation of speed contests, exhibitions of speed, and sideshows. This Chapter is not intended to preempt state laws governing the regulation of illegal motor vehicle sideshows, speed contests, and exhibitions of speed events.

4-4.102 Definitions

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

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

ATTACHMENT A

- B.** "Driver" means any person who drives a motor vehicle.
- C.** "Event" means an illegal motor vehicle speed contest, exhibition of speed, or sideshow, as those terms are defined in the California Vehicle Code.
- D.** "Exhibition of speed" means any unlawful motor vehicle exhibition of speed as defined by California Vehicle Code Section 23109(c), as may be amended, whether or not the exhibition of speed is attended by persons other than the drivers performing such unlawful activity.
- E.** "Motor vehicle" means a vehicle as defined in California Vehicle Code Section 670, as may be amended.
- F.** "Motor vehicle speed contest" means any unlawful motor vehicle speed contest, as defined by California Vehicle Code Section 23109(a), as may be amended, whether or not the race is attended by persons other than the drivers racing the vehicles on City streets.
- G.** "Offstreet parking facility" has the same meaning as set forth in subdivision (c) of California Vehicle Code Section 12500, as may be amended, and includes any public or private parking facility open and accessible to members of the public.
- H.** "Person" includes any natural person and any legal person, including but not limited to a corporation, partnership, or limited liability company.
- I.** "Preparations for," or "Organizing," any sideshow, street race or reckless driving exhibition includes, but is not limited to, any of the following acts done for the purpose of a sideshow, street race or reckless driving exhibition:
1. One (1) or more motor vehicles and persons have arrived at a predetermined location on a public street or highway or in an offstreet parking facility;
 2. Two (2) or more persons have gathered on, or adjacent to, a public street or highway;
 3. Two (2) or more persons have gathered in an offstreet parking facility;
 4. One (1) or more persons have impeded the free use of a public street, highway, or offstreet parking facility by acts, words, or physical barriers;
 5. One (1) or more motor vehicles have lined up on a public street, highway, or offstreet parking facility with motors running;

6. One (1) or more drivers is revving a motor vehicle's engine or causing the motor vehicle's tires to spin; or

7. A person is standing or sitting in a location to act as a race starter.

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

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

L. "Spectator" means any individual who is present at an illegal motor vehicle sideshow, speed contest, or exhibition of speed, or at a location where preparations are being made for such activities for the purpose of viewing, observing, watching, or witnessing the event.

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

4-4.103 Nonexclusive Remedy

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

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

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

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

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

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

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

4-4.105 Relevant Circumstances to Prove a Violation

A. Notwithstanding any other provision of law, factors to consider in determining whether a violation of this Section 4-4.104 of this Chapter has occurred may include, but are not limited to, any of the following:

1. Evidence of involvement in organizing or advertising a street race, sideshow, reckless driving exhibition, or exhibition of speed within the City on a public street, highway, or in an offstreet parking facility including, but not limited to, testimonial evidence, documentary evidence, demonstrative evidence, or real (physical) evidence.
2. To the fullest extent permissible by law, evidence of prior act(s) may be considered to show the plan, opportunity, intent, knowledge, identity, and/or propensity of the person charged to organize or advertise a street race, sideshow, or a reckless driving exhibition if the prior act(s) occurred within three (3) years of the presently charged offense.

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

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

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

4-4.106 Spectators at Sideshows, Street Races, and Reckless Driving Exhibitions Prohibited

A. It is unlawful for any individual who to be knowingly present as a spectator, either on a public street or highway, or on private property open to the general public without the consent of the owner, operator, or agent thereof, at an illegal motor vehicle sideshow, street race, or reckless driving exhibition.

B. It is unlawful for any individual to be knowingly present as a spectator, either on a public street or highway, or on private property open to the general public without the consent of the owner, operator, or agent thereof, where preparations are being made for an illegal motor vehicle sideshow, street race, or reckless driving exhibition.

C. Local law enforcement shall have the authority to cite any spectator in violation of this Chapter with an administrative citation.

D. An individual is present at the illegal motor vehicle sideshow, street race, or reckless driving exhibition if that individual is within two hundred (200) feet of the location of the event, or within two hundred (200) feet of the location where preparations are being made for the event.

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

1. Where its application results in or is coupled with an act prohibited by the Unruh Civil Rights Act or any other provision of law relating to prohibited discrimination against any person on account of sex, race, color, religion, creed, ancestry, national origin, disability, medical condition, marital status, or sexual orientation;
2. Where its application would result in an interference with or inhibition of peaceful labor picketing or other lawful labor activities;
3. Nothing in this section prohibits law enforcement officers or their agents from being spectators at illegal motor vehicle speed contests or exhibitions of speed in the course of their official duties.

4-4.107 Relevant Circumstances to Prove a Violation

A. Notwithstanding any other provision of law, factors to consider in determining whether a violation of Section 4-4.106 of this Chapter has occurred may include, but are not limited to, any of the following:

1. The time of day;
2. The nature and description of the scene;
3. The number of people at the scene;
4. The location of the individual charged in relation to any individual or group present at the scene;
5. The conduct of the individual charged in relation to any individual or group present at the scene;
6. The number and description of motor vehicles at the scene;
7. That the individual charged drove or was transported to the scene;

B. For the purposes of subsection **A**, above, "scene" refers to the location of the sideshow, street races, or reckless driving exhibition or the location of the Preparations for the street race or exhibition of speed.

4-4.108 Enforcement

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

Section 4. CEQA COMPLIANCE. The City Council finds that the adoption and implementation of this ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment, under CEQA Guidelines section 15064(e), which exempts purely economic regulations, and under Public Resources Code Section 21080(b)(4) regarding actions to mitigate or prevent an emergency.

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

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

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

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the ____ day of June, 2024 and passed and adopted at a regular meeting thereof held on the ____ day of July, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LAMAR A. THORPE-HERNANDEZ
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ORDINANCE NO. __

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

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

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

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

WHEREAS, illegal street racers accelerate to high speeds without regard to oncoming traffic, pedestrians, or other vehicles, and the racers drive quickly from street to street, race for several hours, and then move to different locations upon the arrival of law enforcement;

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

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

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

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

WHEREAS, illegal sideshows, street racing, exhibitions of speed, and motorcycle stunting attract many spectators, and create an environment in which illegal activities can fester;

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

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

WHEREAS, the City desires to discourage illegal sideshows, street races, and exhibitions of speed by making the organizing or advertising of such activities or participation as a spectator in such activities unlawful within the City.

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

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

Section 2. PURPOSE. The purpose of this Ordinance is to discourage and prevent street racing, sideshows, reckless driving exhibitions, and related activities by prohibiting persons from being involved as organizers or advertisers of such events and providing appropriate enforcement measures to protect the public and deter this illegal activity.

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

Chapter 4

Street Racing, Sideshows, and Reckless Driving Exhibitions

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

4-4.101. Findings and Purpose

A. The streets within the City have been the site of continuing illegal sideshows, speed contests, and exhibitions of speed over several years despite law enforcement efforts to prevent and abate these illegal events through the enforcement of existing traffic laws. Illegal motor vehicle sideshows, speed contests and exhibitions of speed are fueled by the activities of organizers and advertisers. Often, such events generate profit for their organizers and advertisers. The events are a public nuisance emitting air pollution, including noxious odors, and noise pollution. The events also create an environment in which illegal activities can fester. Therefore, the intent and purpose of this Chapter is to discourage organization and advertising of illegal motor vehicle sideshows, speed contests, and exhibitions of speed in the City.

B. This Chapter targets a clear, limited population and gives proper notice to individuals as to which activities are lawful and which activities are unlawful. The quantity of people exposed to dangers associated with participating in and being a spectator at illegal sideshows, street races, and exhibitions of speed is likely to be decreased by discouraging organizers and advertisers from being involved with such events in the City.

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

D. This Chapter is intended to compliment state laws governing the regulation of speed contests, exhibitions of speed, and sideshows. This Chapter is not intended to preempt state laws governing the regulation of illegal motor vehicle sideshows, speed contests, and exhibitions of speed events.

4-4.102 Definitions

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

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

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

EXHIBIT B

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

D. “Exhibition of speed” means any unlawful motor vehicle exhibition of speed as defined by California Vehicle Code Section 23109(c), as may be amended, whether or not the exhibition of speed is attended by persons other than the drivers performing such unlawful activity.

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

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

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

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

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

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

7. A person is standing or sitting in a location to act as a race starter.

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

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

L. “Spectator” means any individual who is present at an illegal motor vehicle sideshow, speed contest, or exhibition of speed, or at a location where preparations are being made for such activities for the purpose of viewing, observing, watching, or witnessing the event.

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

4-4.103. Nonexclusive Remedy

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

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

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

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

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

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

1. Where its application would result in an interference with or inhibition of any lawful exercise of constitutionally protected rights

of freedom of press and freedom of speech. Speech promoting or encouraging imminent lawless conduct is not protected speech.

2. Nothing in this section prohibits law enforcement officers or their agents from sharing information about known or suspected events in which an illegal street race, sideshow, reckless driving exhibition, and/or exhibition of speed occurred, may occur, or may be occurring.
3. Geographic proximity to a street race, sideshow, reckless driving exhibition, or exhibition of speed alone is insufficient evidence to meet the criteria to be found guilty of organizing.

4-4.105 Relevant Circumstances to Prove a Violation

A. Notwithstanding any other provision of law, factors to consider in determining whether a violation of this Section 4-4.104 of this Chapter has occurred may include, but are not limited to, any of the following:

1. Evidence of involvement in organizing or advertising a street race, sideshow, reckless driving exhibition, or exhibition of speed within the City on a public street, highway, or in an offstreet parking facility including, but not limited to, testimonial evidence, documentary evidence, demonstrative evidence, or real (physical) evidence.

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

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

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

4-4.106 Enforcement

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

Section 4. CEQA COMPLIANCE. The City Council finds that the adoption and implementation of this ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment, under CEQA Guidelines section 15064(e), which exempts purely economic regulations, and under Public Resources Code Section 21080(b)(4) regarding actions to mitigate or prevent an emergency.

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

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

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

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the ____ day of June, 2024 and passed and adopted at a regular meeting thereof held on the ____ day of July, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LAMAR A. THORPE-HERNANDEZ
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 25, 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 Regarding Closure of the Antioch AMTRAK Station

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 hold a discussion regarding the closure of the Antioch AMTRAK station.

ATTACHMENTS

None