

CITY OF
ANTIOCH
CALIFORNIA

ANNOTATED AGENDA

**Antioch City Council
REGULAR MEETING**

Date: **Tuesday, February 11, 2025**

Time: 6:30 P.M. – Closed Session
7:00 P.M. – Regular Meeting

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

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

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

Ron Bernal, Mayor
Louie Rocha, Mayor Pro Tem (District 2)
Tamisha Torres-Walker, Council Member District 1
Donald P. Freitas, Council Member District 3
Monica E. Wilson, Council Member District 4

Melissa Rhodes, City Clerk
Jorge R. Rojas, City Treasurer
Bessie Marie Scott, City Manager
Derek Cole, Interim 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 \(antiochca.gov\)](http://antiochca.gov) and enter your e-mail address to subscribe. To view the agenda information, click on the following link: [City Council – City of Antioch, California \(antiochca.gov\)](http://antiochca.gov). Questions may be directed to the staff member who prepared the staff report, or to the City Clerk's Office, who will refer you to the appropriate person.

Notice of Opportunity to Address Council

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

6:30 P.M. ROLL CALL – CLOSED SESSION – for Council Members – ***Council Members District 3 Freitas, District 4 Wilson, Mayor Pro Tem (District 2) Rocha, and Mayor Bernal. [Council Member District 1 Torres-Walker arrived at 6:31 p.m.]***

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS *for Closed Session - None*

CLOSED SESSION:

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

No Reportable Action

6:32 P.M. ADJOURN TO CLOSED SESSION

7:00 P.M. ROLL CALL – REGULAR MEETING – for Council Members – ***All Present***

PLEDGE OF ALLEGIANCE

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

MAYOR BERNAL MADE AN ANNOUNCEMENT THAT REGULAR AGENDA ITEM #7 IS NO LONGER TO BE HEARD SINCE A LETTER OF RESIGNATION FROM COMMISSIONER LESLIE MAY WAS RECEIVED. ANY PUBLIC COMMENTS ON THAT ITEM CAN BE GIVEN DURING GENERAL PUBLIC COMMENTS.

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.*

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

1. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- PARKS AND RECREATION COMMISSION
- BOARD OF ADMINISTRATIVE APPEALS

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR'S COMMENTS

2. PRESENTATIONS – *Briefing on Homelessness in Contra Costa County, presented by Jamie Schechter*

– *Antioch Police Department Policy – “Protecting All Members of Our Community”, presented by Acting Police Chief Joseph Vigil*

3. CONSENT CALENDAR

A. APPROVAL OF COUNCIL MEETING MINUTES FOR JANUARY 14, 2025

Approved, 5/0

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

B. APPROVAL OF COUNCIL SPECIAL MEETING/CLOSED SESSION MINUTES FOR JANUARY 17, 2025

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the Special Meeting/Closed Session minutes.

CONSENT CALENDAR – Continued

- C.** APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR JANUARY 27, 2025
Approved, 5/0
Recommended Action: It is recommended that the City Council approve the Special Meeting Minutes.
- D.** APPROVAL OF COUNCIL MEETING MINUTES FOR JANUARY 28, 2025
Approved, 5/0
Recommended Action: It is recommended that the City Council continue the Meeting Minutes.
- E.** APPROVAL OF COUNCIL WARRANTS
Approved, 5/0
Recommended Action: It is recommended that the City Council approve the warrants.
- F.** APPROVAL OF TREASURER'S REPORT FOR NOVEMBER 2024
Received and Filed, 5/0
Recommended Action: It is recommended that the City Council receive and file the November 2024 Treasurer's Report.
- G.** APPROVAL OF TREASURER'S REPORT FOR DECEMBER 2024
Received and Filed, 5/0
Recommended Action: It is recommended that the City Council receive and file the December 2024 Treasurer's Report.
- H.** REJECTION OF CLAIMS: BRITTANY HOPPER, MARSHAE PETER AND ANGELIA BAXTER
Rejected, 5/0
Recommended Action: It is recommended that the City Council reject the claims submitted by Brittany Hopper, Marshae Peter and Angelia Baxter.
- I.** SECOND READING – ALBERS RANCH PROJECT (GP-19-04, MDP-19-01) *(Introduced on January 28, 2025)*
Ord No. 2244-C-S adopted, 5/0
Recommended Action: It is recommended that the City Council adopt the ordinance rezoning the project site to Hillside Planned Development (HPD).

CONSENT CALENDAR – Continued

- J.** SECOND READING – AMPORTS DEVELOPMENT AGREEMENT (UP-20-14, AR-20-18, V-21-04) (*Introduced on January 28, 2025*)

Ord No. 2245-C-S adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the ordinance approving the proposed Development Agreement between the City of Antioch and APS West Coast, Inc. for the AMPORTS project.

- K.** RESOLUTION APPROVING THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND TM CONSULTING INC., IN AN AMOUNT NOT TO EXCEED \$75,000, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE CONSULTANT SERVICES AGREEMENT

Reso No. 2025/20 adopted, 5/0

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

- 1) Approve the Consulting Services Agreement between the City of Antioch and TM Consulting Inc. ("TM"), in an Amount Not to Exceed \$75,000 for a term ending June 30, 2025; and
- 2) Authorize the City Manager or designee to execute the Consulting Services Agreement in a form approved by the City Manager and City Attorney.

- L.** AGREEMENT WITH PETERSON CAT FOR THE PURCHASE OF A 2025 CATERPILLAR 275XE COMPACT TRACK LOADER AND A 2025 CATERPILLAR 415IL SKIP LOADER IN THE AMOUNT OF \$339,458

Reso No. 2025/21 adopted, 3/2 (Torres-Walker and Wilson)

Recommended Action: It is recommended that the City Council adopt a resolution approving the Cooperative Purchasing Agreement with Peterson Cat for the purchase of a 2025 Caterpillar 275XE Compact Track Loader and a 2025 Caterpillar 415IL Skip Loader in the amount of \$339,458, authorizing the necessary budget adjustments and authorizing the City Manager to execute the agreement in a form approved by the City Attorney.

CONSENT CALENDAR – Continued

- M.** CONTRACT EXTENSION IN THE AMOUNT OF \$400,000 FOR THE CURB, GUTTER, AND SIDEWALK REPAIR INCLUDING TREE REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE CURB RAMPS AT MISCELLANEOUS LOCATIONS (2024) (P.W. 507-20)

Reso No. 2025/22 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving an amendment extending the length of the contract with Sandstone Environmental Engineering, Inc. at the original unit prices for an additional period of one (1) year, through February 13, 2026 for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations ("Project"), and increasing the existing contract by \$400,000 for an amount not to exceed \$798,800; and authorizing the City Manager to execute the first amendment to the Agreement in a form approved by the City Attorney.

- N.** APPROVAL OF THE SIDE LETTER AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE ANTIOCH POLICE OFFICERS' ASSOCIATION

Reso No. 2025/23 adopted, 5/0

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

- 1) Approving the Side Letter Agreement between the City of Antioch and the Antioch Police Officers' Association; and
- 2) Authorize the City Manager or designee to execute the Side Letter Agreement between the City of Antioch and the Antioch Police Officers' Association.

- O.** CITY COUNCIL APPOINTMENT OF STANDBY CITY COUNCIL MEMBERS FOR COUNCIL MEMBER FREITAS

Approved, 5/0

Recommended Action: It is recommended that the City Council appoint the following nominees as Standby City Council Members for Council Member Freitas: 1) Cathryn Radin Freitas; 2) Thomas A. **Hartrick** IV; and 3) Thomas W.J. Menasco.

8:47 P.M.

BREAK

8:59 P.M.

RECONVENED – All Present

COUNCIL REGULAR AGENDA

4. APPROVAL OF A \$4,058,439 SUBCONTRACT BETWEEN THE CITY OF ANTIOCH AND CONTRA COSTA COUNTY FOR ENCAMPMENT RESOLUTION FUND (ERF) PROGRAM ADMINISTRATION

Reso No. 2025/24 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the approval of a \$4,058,439 contract to subcontract the administration for the Encampment Resolution Fund (ERF) program of the overall \$6,812,686.

5. APPROVAL OF A \$629,836 CONTRACT FOR A CITY FUNDED COORDINATED OUTREACH REFERRAL ENGAGEMENT (C.O.R.E.) TEAM

Reso No. 2025/25 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager or designee, to execute an agreement with Contra Costa County to provide homeless outreach services for the period of March 1, 2025 through June 30, 2027 for an amount not to exceed \$629,836.

6. NATIONAL AUTO FLEET GROUP COOPERATIVE PURCHASING AGREEMENT FOR THE PURCHASE OF TWENTY-FOUR POLICE VEHICLES, FOUR CODE ENFORCEMENT VEHICLES, AND TWO PARKS AND RECREATION VEHICLES IN THE AMOUNT OF \$1,794,975

Reso No. 2025/26 adopted with amendment to add one additional police vehicle, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution approving the Cooperative Purchase Agreement with National Auto Fleet Group for the purchase of twenty-four (24) police vehicles, four (4) code enforcement vehicles and two (2) Parks and Recreation vehicles for an amount not to exceed \$1,794,975; and authorizing the City Manager to execute the Sourcewell Cooperative Purchasing Agreement No. 091521- NAF in a form approved by the City Attorney.

MAYOR BERNAL MADE AN ANNOUNCEMENT THAT REGULAR AGENDA ITEM #7 IS NO LONGER TO BE HEARD SINCE A LETTER OF RESIGNATION FROM COMMISSIONER LESLIE MAY WAS RECEIVED. ANY PUBLIC COMMENTS CAN BE GIVEN DURING GENERAL PUBLIC COMMENTS.

7. REMOVAL OF COMMISSIONER LESLIE MAY FROM THE ANTIOCH POLICE OVERSIGHT COMMISSION

Recommended Action: *It is recommended that the City Council consider removing Commissioner Leslie May from the Antioch Police Oversight Commission effective immediately.*

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 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 the meeting at 10:46 p.m.
in honor of Ms. Tachina Garrett approved, 5/0***

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

DEADLINE DATE: FRIDAY, FEBRUARY 28, 2025:

➤ **PARKS and RECREATION COMMISSION**

- One (1) Partial-Term 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.***

1
02-11-25



BOARD / COMMISSION / COMMITTEE VACANCY ANNOUNCEMENTS

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 Parks and Recreation Commission serves in an advisory capacity to the City Council in matters pertaining to Parks and Recreation functions, as well as engaging the community in programs and services. The Commission also surveys current and future park and recreational needs of the community to provide a sound and year-round recreational program for all ages.

Commission Seats:

- Seven (7) Commission Members, 4-year terms.

Meetings:

- Held every third Thursday of every month at 7:00 p.m. in the City Council Chambers; or on other dates as needed.

Requirements:

- Must be a resident of the City of Antioch.
- 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 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.





cchealth.org

Briefing on Homelessness in Contra Costa County

Presentation to
Antioch City Council

February 11, 2025



Workers need to earn
\$43.63/hour to afford a
2-bedroom apartment in
Contra Costa



Cost of housing is the
biggest factor in a
community's rate of
homelessness



2,843 people experienced
homelessness in Contra
Costa on a given night in
2024

Challenging Myths on Homelessness



Unsheltered

- First-time unhoused since Spring of 2024
- Low income + rent increase was cause



Street Outreach

- Basic needs + Care Coordination
- Concord Service Center
- Healthcare for the Homeless



Shelter

- Warming Center placements - ongoing basis based on vulnerability

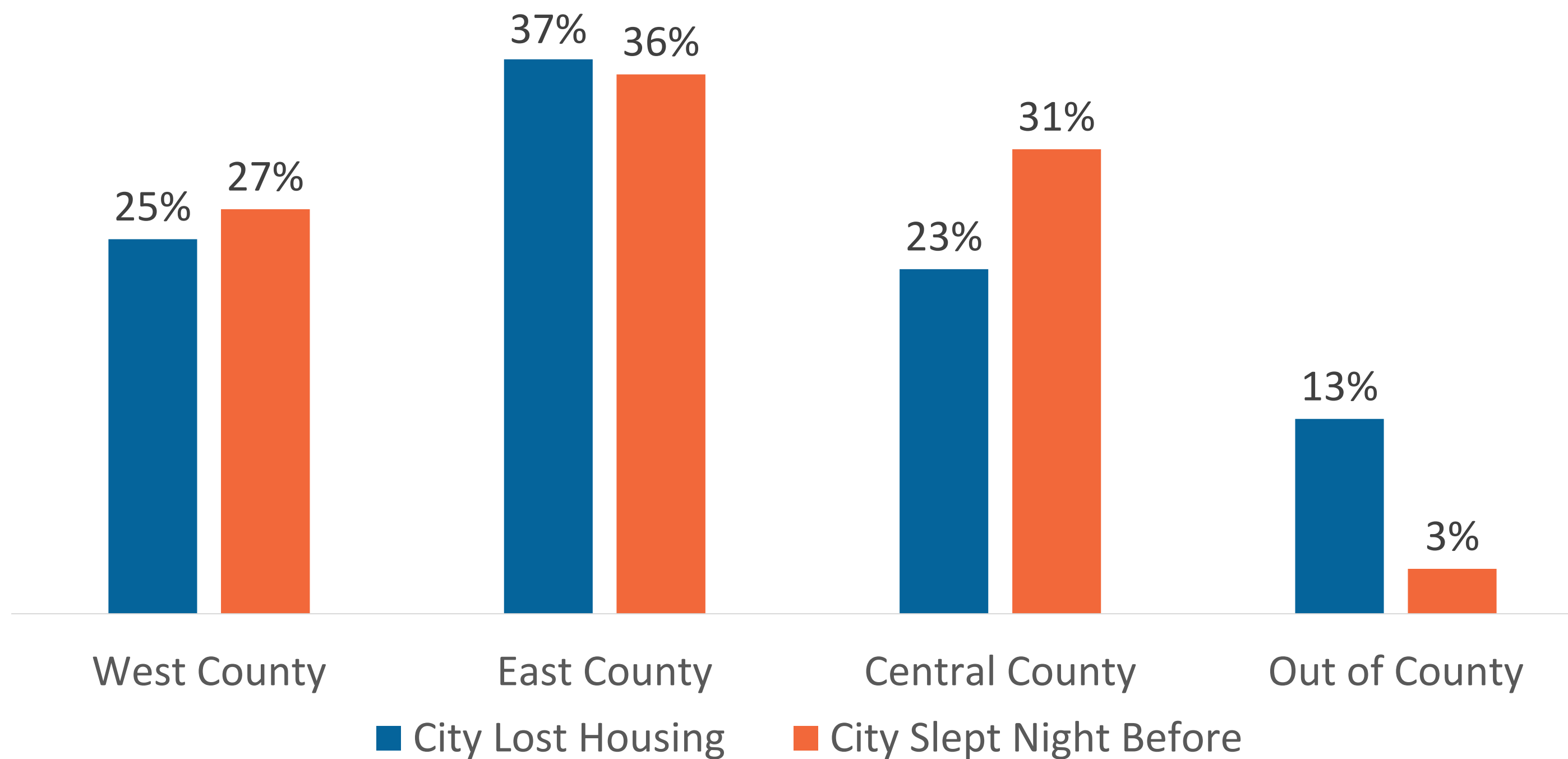


Housing

- Rapid Exit Support
- Housed in Affordable Housing unit in Martinez

Housing-Focused Street Outreach

Where Households Lost Housing and City Where Slept Before Enrollment, by Region, 2023



2024 Point In Time Count Data

75%

of respondents
reported living in
Contra Costa County
for 10+ years

29%

of respondents are
seniors 55 years or
older.

24%

Increase in
unsheltered people
counted in Antioch
from 2023 to 2024



Impact in 2023

Increased temporary
and permanent housing
beds by 26%

1,689 individuals
had 7,699 total
health visits

*(Healthcare for the Homeless Medical,
Dental, Mental Health)*

95% of households
receiving prevention
services retained or
exited to permanent
housing (n=1,835)

98% of the 1,316
households served in
permanent housing
programs retained
housing

Building on What Works



Homelessness Prevention
and Crisis Response



Interim Housing





Permanent Housing



Learn more about programs in Contra Costa

<https://www.cchealth.org/services-and-programs/homeless-services>

Get Help

[Get Help | Contra Costa Health](#)

Frequently Asked Questions

[Frequently Asked Questions About Homelessness | Contra Costa Health](#)

Sign up to receive the [CoC Newsletter](#)



cchealth.org

Thank you!

ContraCostaCoC@cchealth.org

The background of the slide features a large, light blue watermark of the Antioch Police Department badge. The badge is shield-shaped with a blue border. Inside the shield, the words "ANTIOCH" and "POLICE" are written in a stylized font. Below the text is a white silhouette of a bear walking to the left. At the bottom of the shield, the text "EST. 1872" is visible.

The Antioch Police Department is committed to serving and protecting all members of our community, regardless of immigration status.

- ➡ We do NOT participate in ICE raids or federal immigration enforcement.
- ➡ We do NOT ask individuals about their immigration status for enforcement purposes. (APD Policy 424.4)
- ➡ We do NOT detain individuals for civil immigration violations. (APD Policy 424.5)

Under California law (SB 54) and our APD Policy (424.2):

- ✓ Officers cannot use state databases to assist with immigration enforcement. (APD Policy 424.4.1, 424.4.2)
- ✓ Victims and witnesses will not be questioned about immigration status when reporting a crime. (APD Policy 424.3)
- ✓ Federal immigration enforcement requests must go through a supervisor and are only considered in emergency cases. (APD Policy 424.6)

The background of the slide features a large, semi-transparent watermark of the Antioch Police Department badge. The badge is circular with a blue border. Inside, the words "ANTIOCH" and "POLICE" are written in a stylized font. Below the text is a white silhouette of a bear walking to the right. At the bottom of the badge, the text "EST 1872" is visible.

El Departamento de Policía de Antioch está comprometido con la seguridad y protección de toda nuestra comunidad, sin importar el estatus migratorio.

- ➔ NO participamos en redadas de ICE ni en la aplicación de leyes de inmigración federales.
- ➔ NO preguntamos a las personas sobre su estatus migratorio con fines de cumplimiento de la ley. (Política APD 424.4)
- ➔ NO detenemos a personas por violaciones civiles de inmigración. (Política APD 424.5)

Bajo la ley de California (SB 54) y nuestra Política APD (424.2):

- ✓ Los oficiales no pueden usar bases de datos estatales para la aplicación de leyes de inmigración. (Política APD 424.4.1, 424.4.2)
- ✓ Víctimas y testigos no serán cuestionados sobre su estatus migratorio al reportar un delito. (Política APD 424.3)
- ✓ Solicitudes de asistencia de inmigración federal deben pasar por un supervisor y solo se consideran en casos de emergencia. (Política APD 424.6)

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

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

**January 14, 2025
Council Chambers**

5:00 P.M. - CLOSED SESSION

Mayor Bernal called the Closed Session to order at 5:00 P.M., and Acting City Clerk Manuel called the roll.

Present: Council Members District 3 Freitas, Mayor Pro Tem (District 2) Rocha and Mayor Bernal
Absent: Council Members District 1 Torres-Walker and District 4 Wilson

PLEDGE OF ALLEGIANCE

Mayor Bernal led the Pledge of Allegiance.

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**, Significant exposure to litigation pursuant to California Government Code section 54956.9(d)(2): One Case.
2. **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City's Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: Human Resources Director Ana Cortez and Parks and Recreation Director Brad Helfenberger; Employee organization: Antioch Public Works Employees Association (APWEA) Bargaining Unit.
3. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY MANAGER**. This closed session is authorized pursuant to California Government Code section 54957(b)(1).
4. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY ATTORNEY**. This closed session is authorized pursuant to California Government Code section 54957(b)(1).
5. **PUBLIC EMPLOYMENT – TITLE: CHIEF OF POLICE, ANTIOCH POLICE DEPARTMENT**. This closed session is authorized pursuant to California Government Code section 54957(b)(1).

PUBLIC COMMENTS – None

ADJOURN TO CLOSED SESSION

Mayor Bernal adjourned to Closed Session at 5:03 P.M.

7:00 P.M. REGULAR MEETING

Mayor Bernal called the meeting to order at 7:04 P.M., and City Clerk Rhodes called the roll.

Present: Council/Agency Members, District 3 Freitas, Mayor Pro Tem (District 2) Rocha and Mayor Bernal

Absent: Council/Agency Members District 1 Torres-Walker and District 4 Wilson

PLEDGE OF ALLEGIANCE

Mayor Bernal 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 on December 19, 2024, and gave the following report: **ANTICIPATED LITIGATION**, Council authorized City Manager and Interim Police Chief to execute a memorandum of agreement with the United States Department of Justice (DOJ) for a maximum term of 5-years in a form approved by the City Attorney, by a 5/0 vote.

City Attorney Smith reported the City Council had been in Closed Session on January 14, 2025 and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**, no reportable action, **#2 CONFERENCE WITH LABOR NEGOTIATORS**, direction given to Director of Human Resources, **#3 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY MANAGER**, direction given to City Manager, **#4 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY ATTORNEY**, no reportable action; and, **#5 PUBLIC EMPLOYMENT – TITLE: CHIEF OF POLICE, ANTIOCH POLICE DEPARTMENT**, no reportable action.

Mayor Bernal reported the City Council had been in Closed Session on January 14, 2025, and gave the following report: **#4 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY ATTORNEY**, direction given to staff.

1. PROCLAMATIONS

- Honoring Dr. Martin Luther King, Jr. Day, January 20, 2025
- In Honor of Ray Yaker, Antioch Lifetime Veteran of the Year 2024-2025
- In Honor of Dave Despain, Antioch Veteran of the Year 2024-2025

On motion by Councilmember Freitas, seconded by Councilmember Rocha the City Council members present unanimously approved the Proclamations.

Representatives from the Antioch Council of Teens (ACT) accepted the *Honoring Dr. Martin Luther King, Jr. Day* proclamation and thanked the City Council for the recognition.

J.R. Wilson introduced Mr. Yaker who accepted the *In Honor of Ray Yaker, Antioch Lifetime Veteran of the Year 2024-2025* proclamation and thanked the City Council for the recognition.

J.R. Wilson introduced Mr. Despain who accepted the *In Honor of Dave Despain, Antioch Veteran of the Year 2024-2025* proclamation and thanked the City Council for the recognition.

2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Director of Parks and Recreation Helfenberger announced the following civic and community event.

- Dr. Martin Luther King Jr. Day of Service – 9:00 A.M. – 1:00 P.M. on January 20, 2025

3. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Rhodes announced the following Board and Commission openings.

- Planning Commission
- Board of Administrative Appeals
- Sales Tax Citizens' Oversight Committee

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

PUBLIC COMMENTS

Evah Wilson, Antioch Charter Academy II, stated she hoped to see positive change with the newly elected City Council.

Gabrielle Gatts, Antioch Charter Academy II, encouraged the City to improve public safety by addressing blighted properties in Antioch.

Kathy Cabrera, K911 Animal Rescue and Debbie Blaisure, Rivertown Treasurer Chest, announced the Mix and Mingle Event would be held from 5:00 P.M. – 8:00 P.M. on January 25, 2025, at 306 G Street Antioch.

Kathryn Wade discussed incidents involving her son and the Antioch Police Department (APD). She expressed concern regarding the current leadership in Antioch.

Rachel Mendoza, Antioch resident, speaking on behalf of Casa Del Rio Senior Apartments, discussed safety concerns in their neighborhood and requested the City assist them in addressing these issues.

Robin Agopian, Antioch resident, recognized the City Council for their dedication to public service and announced her retirement from the Antioch Unified School District (AUSD). She

thanked the City for the landscaping improvements along Lone Tree Way. She suggested Council prioritize traffic safety in school zones and foster a relationship between the City Council and the School District.

Cassandra Quinto Collins congratulated the newly elected City Council and introduced herself. She encouraged Council to prioritize public safety for all community members.

Carolyn Simmons discussed allegations against the APD and encouraged elected officials to make positive changes in the City.

Devin Williams, Vice Chairperson of the Antioch Police Oversight Commission (APOC), recognized Interim Police Chief Addington for his public service and stated he looked forward to working with Acting Chief Vigil. He acknowledged community members' public comments and the APOC for assisting the City in rewriting APD policies. He thanked the new leadership in Antioch.

Frank Sterling, Antioch resident, thanked Interim Police Chief Addington and recognized Acting Chief Vigil. He discussed his interactions with APD. He encouraged newly elected officials to make positive changes in the City. He discussed actions occurring in Gaza.

Leslie May acknowledged City Manager Scott's professionalism. She thanked Interim Police Chief Addington and Acting Chief Vigil.

Velma Wilson, Vice President of the Antioch Schools Education Foundation announced the following civic and community events.

- Teacher of the Year Reception on May 1, 2025, at the Antioch Historical Society
- East Contra Costa County NAACP Reverend Dr. Martin Luther King Jr. Prayer Breakfast at 8:00 A.M. on January 20, 2025, at Martin Luther King Jr. Junior High, Pittsburg
- 17th Annual MLK Celebration at 1:00 P.M. on January 20, 2025.

Patricia Granados suggested the City declare Antioch a Sanctuary City. She spoke against violence and racism, and in support of holding those responsible accountable.

Lynette Hart, Antioch resident, congratulated everyone involved in negotiating a settlement agreement with the DOJ.

Nichole Gardner, Homeless Advocate, expressed concern regarding the procedures used by the APD during recent encampment sweeps. She questioned the involvement of former staff members in the APD investigation. She expressed concern regarding negative comments made on social media.

Melissa Case congratulated everyone responsible for negotiating a settlement agreement with the DOJ and spoke in support of City Manager Scott. She discussed a list of items she would like Council to prioritize.

Mary Lutz encouraged the City to improve services for the houseless. She congratulated those involved in negotiating a settlement agreement with the DOJ. She encouraged the newly elected officials to be impartial.

Destinee Bernstine reported that she had experienced a water leak in her home which had caused her water bill to increase to a level that was unaffordable and requested assistance from the City.

Nicole Arrington gave a history of racist activities in East County. She expressed concern regarding APD's interactions with the unhoused.

Tiki Flow, Reimagine Antioch, congratulated the newly elected City Council. She recognized those involved in negotiating a settlement agreement with the DOJ and spoke in support of holding APD accountable. She expressed concern regarding negative comments posted on social media.

Erika Raulston, Antioch resident, requested the City recognize Kwanzaa. She commented that MLK Day was a day of peace for the community. She expressed concern regarding negative comments posted on social media. She recognized City Manager Scott's professionalism.

An unidentified speaker announced grant opportunities available for the City and discussed the need for affordable housing in Antioch.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS – None

MAYOR'S COMMENTS

Mayor Bernal stated he understood that there was a need for healing in the community and that negative comments on social media needed to cease. He committed to bringing the community together and holding discussions on challenges facing the City. He reported the APD was dedicated to raising up a police department that would be the best in the Country. He noted the future of the City began with strong leadership who were committed to, and represented the entire community. He encouraged the community to participate in budget study sessions and the strategic plan process.

4. PRESENTATIONS

- Antioch Police Department Police Chief Recruitment Presentation

City Manager Scott reviewed the Recruitment RFQ/RFP process and introduced Joe Gorton, Lead Recruiter, who gave a PowerPoint presentation of the Police Chief Recruitment process. The Council outlined a comprehensive list of qualities and experiences that are essential for effective leadership in Antioch. These attributes emphasized transparency, community engagement, diversity, and a strong commitment to public service.

Mr. Gorton discussed the importance of receiving stakeholder feedback and the process moving forward. He noted contact information was on the presentation and available on the City's website.

City Manager Scott announced staff would be providing periodic updates and Interim Police Chief Addington would be assisting.

Commissioners Williams, May, Lacey-Oha and Chairperson Taylor, representing the APOC, Tiki Flow, Ashly Mahan, Leslie May, Nicole Arrington and Melissa Case provided feedback to the consultant and Council on the desired qualifications and the process for selection of a Police Chief.

- What a Year It's Been – Celebrating Our Year 2024" Parks and Recreation PowerPoint and Video Presentation

Due to technical difficulties, Mayor Bernal announced this item would be placed on the next City Council agenda.

5. **CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
 - A. **APPROVAL OF COUNCIL MEETING MINUTES FOR NOVEMBER 26, 2024**
 - B. **APPROVAL OF COUNCIL MEETING MINUTES FOR DECEMBER 10, 2024**
 - C. **APPROVAL OF SPECIAL MEETING/CLOSED SESSION MINUTES FOR DECEMBER 11, 2024**
 - D. **APPROVAL OF SPECIAL MEETING/CLOSED SESSION MINUTES FOR DECEMBER 19, 2024**
 - E. **APPROVAL OF COUNCIL WARRANTS**
 - F. **APPROVAL OF HOUSING SUCCESSOR WARRANTS**
 - G. **RESOLUTION NO. 2025/01 ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE HILLCREST AND DONLON BOOSTER PUMPING STATION IMPROVEMENTS (P.W. 477-BP2)**

- H. **RESOLUTION NO. 2025/02 APPROVAL OF HEIDORN RANCH ROAD OFFSITE IMPROVEMENTS, SUBDIVISION 9567 (TRI POINTE HOMES HOLDINGS) (P.W. 697-4)**
- I. **RESOLUTION NO. 2025/03 APPROVING THE C.3 BASIN AND TRAILS SOUTH OF SAND CREEK ROAD, HEIDORN RANCH ROAD AND SAND CREEK ROAD INTERSECTION AND SAND CREEK ROAD OFFSITE IMPROVEMENTS, SUBDIVISION 9569 (TRI POINTE HOMES HOLDINGS) (P.W. 697-6)**
- J. **RESOLUTION NO. 2025/04 TO ACCEPT A QUITCLAIM DEED TO THE CITY OF ANTIOCH CONVEYING LOT “9” FOR THE PROMENADE LARGE LOT FINAL MAP, VINEYARDS AT SAND CREEK (TRACT #9390) AND PARCEL “D” FOR THE PROMENADE, PHASE 4, VINEYARDS AT SAND CREEK SUBDIVISION (TRACT #9567)**
- K. **RESOLUTION NO. 2025/05 PROGRAM SUPPLEMENT AGREEMENT FOR THE TRAFFIC SIGNAL SYSTEM UPGRADES AT VARIOUS LOCATIONS PROJECT (P.W. 636-11)**
- L. **RESOLUTION NO. 2025/06 AWARD OF A CONSULTANT SERVICES AGREEMENT TO CAROLLO ENGINEERS, INC. FOR THE EMERGENCY RESPONSE PLAN (ERP) AND RISK RESILIENCE ASSESSMENT (RRA) IN THE AMOUNT OF \$135,000 (P.W. 340-16)**

On motion by Councilmember Rocha, seconded by Councilmember Freitas, the City Council members present unanimously approved the Council Consent Calendar with the exception of Item A, which was removed for further discussion.

Item A – City Manager Scott acknowledged that Council was not present for the November 26, 2024 City Council meeting; however, they could approve the minutes as to form.

On motion by Councilmember Freitas, seconded by Councilmember Rocha the City Council members present unanimously approved Item A.

Mayor Bernal announced he had a request to suspend the rules and move item #10 as the next order of business.

ON MOTION BY COUNCILMEMBER FREITAS, SECONDED BY COUNCILMEMBER ROCHA THE CITY COUNCIL MEMBERS PRESENT UNANIMOUSLY SUSPENDED THE RULES AND MOVED COUNCIL REGULAR/ANTIOCH PUBLIC FINANCING AUTHORITY AGENDA ITEM #10 AS THE NEXT ORDER OF BUSINESS.

COUNCIL REGULAR/ANTIOCH PUBLIC FINANCING AUTHORITY AGENDA

10. RESOLUTION APPROVING THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND WBA CONSULTING & INVESTIGATIVE SERVICES IN AN AMOUNT NOT TO EXCEED \$225,000, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE CONSULTANT SERVICES AGREEMENT AND MAKE THE NECESSARY BUDGET ADJUSTMENT

City Manager Scott presented the staff report dated January 14, 2025 recommending the City Council adopt a resolution to: 1) Approve the Consulting Services Agreement between the City of Antioch and WBA Consulting & Investigative Services in an Amount Not to Exceed \$225,000 for a term ending June 30, 2025, with a one-time extension for an additional six (6) months for the same terms; 2) Authorize the City Manager or designee to execute the Consulting Services Agreement between the City of Antioch and WBA Consulting & Investigative Services in a form approved by the City Manager and City Attorney; and 3) Authorize the City Manager to make the necessary fiscal year 2025 budget adjustment.

RESOLUTION NO. 2025/07

On motion by Councilmember Rocha, seconded by Councilmember Freitas the City Council members present unanimously adopted a resolution to: 1) Approve the Consulting Services Agreement between the City of Antioch and WBA Consulting & Investigative Services in an Amount Not to Exceed \$225,000 for a term ending June 30, 2025, with a one-time extension for an additional six (6) months for the same terms; 2) Authorize the City Manager or designee to execute the Consulting Services Agreement between the City of Antioch and WBA Consulting & Investigative Services in a form approved by the City Manager and City Attorney; and 3) Authorize the City Manager to make the necessary fiscal year 2025 budget adjustment.

PUBLIC HEARING

6. PROPOSED UPDATE TO THE MASTER FEE SCHEDULE FOR CARRY CONCEALED WEAPON (CCW) LICENSES

City Manager Scott introduced Public Hearing Agenda Item #6.

Captain Bittner recognized the Veterans who received Proclamations this evening. He presented the staff report dated January 14, 2025, recommending the City Council adopt a resolution approving an amendment to the Master Fee schedule for Carry Concealed Weapon (CCW) licenses.

Mayor Bernal opened the public hearing.

DeNae Munoz, Empowered 2A/Gun Owners of America, discussed her right to protect herself and expressed concern regarding the delay in processing CCW licenses.

Greg Farina, Chairman for Contra Costa County for the California Rifle and Pistol Association, spoke in support of the resolution and offered to assist the City in advancing this item. He recommended the City consider low-income residents.

Public comments submitted in writing were entered into the record from the following individuals: Konstadinos T. Moros, Michel & Associates, P.C., Bill Goldsby and William Buhlman, Antioch resident.

Mayor Bernal closed the public hearing.

In response to Council, Captain Bittner stated to his knowledge there were no pending applications and with the new procedures in place he was confident license process time would be approximately 90-days. He added that they would be assessing costs and processing time to determine if estimates were accurate and would bring this item back if any adjustments were necessary.

Councilmember Freitas thanked Captain Bittner for the comprehensive staff report.

RESOLUTION NO. 2025/08

On motion by Councilmember Rocha, seconded by Councilmember Freitas the City Council members present unanimously adopted a resolution approving an amendment to the Master Fee schedule for Carry Concealed Weapon (CCW) licenses.

COUNCIL REGULAR/ANTIOCH PUBLIC FINANCING AUTHORITY AGENDA - Continued

7. RECEIVE REPORT ON UTILITY REVENUE REQUIREMENTS AND ADOPT RESOLUTION SETTING PUBLIC HEARING FOR WATER CHARGE INCREASES FOR MARCH 11, 2025, AND AUTHORIZING DISTRIBUTION OF PROPOSITION 218 NOTICES (P.W. 362-9)

City Manager Scott introduced Agenda Item #7.

Acting Director of Public Works/City Engineer Buening introduced Tom Pavletic who presented the staff report dated January 10, 2025, recommending the City Council adopt a resolution setting a Public Hearing on proposed Water Service Charge adjustments and authorize the distribution of Proposition 218 notices addressing proposed adjustments and notifying owners of the public hearing on this issue.

Following discussion, Councilmember Freitas reviewed the risks involved in the City getting close to the 1.28 coverage ratio and recommended an emergency plan be established in the event that the City were to get near that number. He also suggested Council evaluate all rate increases considered on an annual basis and emphasized the importance of applying policy throughout the City to reduce the impacts to consumers.

Acting Director of Public Works/City Engineer Buenting explained that they were looking at deferring projects or decreasing expenditures for the remainder of this fiscal year to address the coverage ratio.

A motion was made by Councilmember Freitas to adopt a resolution setting a Public Hearing on proposed Water Service Charge adjustments and authorize the distribution of Proposition 218 notices addressing proposed adjustments and notifying owners of the public hearing on this issue.

Mayor Bernal acknowledged that there were public comments on this item.

Melissa Case spoke in opposition to rate increases and recognized Councilmember Freitas's knowledge on the subject matter.

Lori Ogorchock discussed the previous Council's consideration of this item and the importance of approving the resolution this evening. She questioned if Council not passing this item in November had impacted the City. She explained why the previous Council had not increased rates during COVID.

Councilmember Rocha seconded the motion to adopt the resolution.

An unidentified speaker discussed the importance of being fiscally responsible and having incremental rate increases for City services.

An unidentified speaker requested Council acknowledge public comments prior to their discussion and a motion. He encouraged incremental increases in the future to lessen the burden on rate payers. He also suggested exploring subsidy opportunities for seniors and low-income residents.

Councilmember Rocha requested Acting Director of Public Works/City Engineer Buenting investigate alternatives for seniors and those with fixed incomes.

Councilmember Freitas cautioned that most water/sewer districts did not have subsidies because it was a legal issue related to essentially creating a tax on all other rate payers. He stated he supported exploring all options particularly as it related to seniors and others sensitive groups.

Councilmember Rocha acknowledged Councilmember Freitas' expertise on this subject matter. He stated he understood the City forgoing increases during COVID; however, the rates should have been increased afterward.

In response to Mayor Bernal, Acting Director of Public Works/City Engineer Buenting confirmed that General Fund money was not used to subsidize the water fund.

Councilmember Freitas requested clearer communication and transparency regarding policy questions within staff reports.

City Manager Scott commented that the fiscal impact was expanded after Council considered this item in November. She thanked Council for the discussion this evening.

Mayor Bernal requested a detailed analysis of the potential consequences of not approving the proposed increases through the Proposition 218 process.

RESOLUTION NO. 2025/09

A vote taken on the previous motion to adopt a resolution setting a Public Hearing on proposed Water Service Charge adjustments and authorize the distribution of Proposition 218 notices addressing proposed adjustments and notifying owners of the public hearing on this issue, passed unanimously.

City Clerk Rhodes announced that pursuant to Resolution 2023/107 the City of Antioch meetings of the City Council shall adjourn no later than 11:00 P.M. unless a majority of the City Council votes in favor of extending the meeting.

On motion by Councilmember Freitas, seconded by Councilmember Rocha the City Council members present extended the Council meeting to 12:00 A.M.

8. ANTIOCH PUBLIC FINANCING AUTHORITY - BASIC FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT FOR THE YEAR ENDED JUNE 30, 2024

City Manager Scott introduced Agenda Item #8.

Finance Director Merchant presented the staff report dated January 14, 2025, recommending the Board of the Antioch Public Financing Authority receive and file the Antioch Public Financing Authority - Basic Financial Statements and Independent Auditor's Report for the Year Ended June 30, 2024.

Councilmember Freitas requested staff provide an update on the Golf Course during Budget Study Sessions.

On motion by Councilmember Freitas, seconded by Councilmember Rocha the City Council members present unanimously the Board of the Antioch Public Financing Authority received and filed the Antioch Public Financing Authority - Basic Financial Statements and Independent Auditor's Report for the Year Ended June 30, 2024.

9. CITY OF ANTIOCH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2024

City Manager Scott introduced Agenda Item #9.

Finance Director Merchant presented the staff report dated January 14, 2025, recommending the City Council receive and file the City of Antioch Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2024, inclusive of the City of Antioch Single Audit Reports for the Fiscal Year Ended June 30, 2024.

In response to Councilmember Freitas, Finance Director Merchant provided a comprehensive overview of the city's financial situation and the challenges ahead. She emphasized the importance of clear priorities and strategic use of funds, especially with the deadlines for the American Rescue Plan Act (ARPA) funds approaching. She commented that the city seemed to be in a stable position for now, but careful planning and prioritization would be crucial to navigate potential budget deficits and ensure ongoing support for important programs.

Councilmember Freitas recommended that Budget Study Sessions include a comprehensive explanation of the budget's condition, projections, and potential impacts on residents and programming.

Councilmember Rocha voiced concerns about the future availability of funding for community services once the ARPA funding ended. He recommended City Manager Scott actively seek partnership opportunities with the County and explore other potential avenues for funding unhoused and public safety services.

Mayor Bernal recommended that Budget Study Sessions identify annual costs for pension liabilities.

Melissa Case questioned if the CALPERS lawsuits were included in the liabilities.

On motion by Councilmember Freitas, seconded by Councilmember Rocha the City Council members present unanimously received and filed the City of Antioch Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2024, inclusive of the City of Antioch Single Audit Reports for the Fiscal Year Ended June 30, 2024.

11. EMERGENCY STAFFING FOR THE FINANCE DEPARTMENT, HUMAN RESOURCES DEPARTMENT, OFFICE OF THE CITY MANAGER, OFFICE OF THE CITY CLERK AND CONVERSION OF COMPUTER TECHNICIAN IN INFORMATION SERVICES

City Manager Scott requested that this item be tabled to the next Council meeting.

On motion by Councilmember Rocha, seconded by Councilmember Freitas the City Council members present unanimously tabled Agenda Item #11 to the next meeting.

PUBLIC COMMENT - None

STAFF COMMUNICATIONS

City Manager Scott expressed appreciation for the contributions and professionalism of several city officials. She provided an update on budget study sessions, indicating they would occur on the third Tuesday of each month until July 1, 2025, with the next session scheduled for January 27, 2025. She announced that the city would be partnering with Townsend Public Affairs to manage grant initiatives, with activities set to commence in the coming weeks. Additionally, a public information officer would be joining the team in February to develop a comprehensive communication and social media strategy. She highlighted plans for a strategic planning and goal-setting process, facilitated by a consulting firm during retreats for both the Council and staff. She also mentioned her participation, alongside Director of Public Safety and Community Resources Johnson, in the Point In Time count for Antioch. Lastly, she acknowledged the collaboration with Director Roth and Christy Saxton from H3 at the County for their partnership with the city to manage the \$7 million emergency resolution grant funds.

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Freitas reported on his attendance at the Tri Delta Transit meeting with Councilmember Rocha.

Councilmember Rocha reported on his attendance at Tri Delta Transit and Antioch Chamber of Commerce meetings.

Councilmember Freitas encouraged staff to foster the City's relationships regionally through Delta 6.

Mayor Bernal requested an invitation to participate in the Point in Time Count. He announced he would be attending the Delta 6 meeting on January 30, 2025. He reported Council would be holding a joint City Council/AUSD meeting in February. He reported on his attendance at the Mayor's Conference with Councilmember Wilson.

ADJOURNMENT

On motion by Councilmember Rocha, seconded by Councilmember Freitas the City Council members present unanimously adjourned the meeting at 11:27 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk

**CITY COUNCIL MEETING
SPECIAL MEETING/CLOSED SESSION**

**Special Meeting/Closed Session
6:00 P.M.**

**January 17, 2025
Council Chambers**

6:00 P.M. – SPECIAL MEETING

Mayor Bernal called the Special Meeting to order at 6:03 P.M., and Acting City Clerk Manuel called the roll.

Present: Council Members District 3 Freitas, District 4 Wilson, Mayor Pro Tem (District 2) Rocha and Mayor Bernal (Council Members District 1 Torres-Walker arrived after roll call in the City Hall 3rd Floor Conference Room)

PLEDGE OF ALLEGIANCE

Mayor Bernal led the Pledge of Allegiance.

PUBLIC COMMENTS

Kathryn Wade, Tiki Flow, Eddie Gums, Tachina Garrett, Patricia Granados, Leslie May, Nichole Gardner and Gavin Payton discussed Closed Session Item #1 Public Employee Performance Discipline / Dismissal / Release. Several speakers expressed concern about potential bias in decision-making.

CLOSED SESSION:

1. **PUBLIC EMPLOYEE PERFORMANCE DISCIPLINE/ DISMISSAL/ RELEASE** – This closed session is authorized pursuant to Government Code section 54957.

ADJOURN TO CLOSED SESSION

Mayor Bernal adjourned to Closed Session at 6:32 P.M.

Councilmember Torres-Walker left after Closed Session.

RETURN TO OPEN SESSION FROM CLOSED SESSION TO REPORT OUT

ROLL CALL

The City Council returned to Open Session at 9:06 P.M., and Acting City Clerk Manuel called the roll.

Present: Council Members District 3 Freitas, District 4 Wilson, Mayor Pro Tem (District 2) Rocha and Mayor Bernal

Absent: Council Members District 1 Torres-Walker

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION ITEMS

Mayor Bernal reported the City Council had been in Closed Session and gave the following report: **#1 PUBLIC EMPLOYEE PERFORMANCE DISCIPLINE/ DISMISSAL/ RELEASE**, no reportable action.

ADJOURNMENT

On motion by Councilmember Wilson, seconded by Councilmember Rocha the City Council members present unanimously adjourned the Special Meeting at 9:07 P.M.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

**CITY COUNCIL MEETING
SPECIAL MEETING/BUDGET STUDY SESSION**

**Special Meeting
6:00 P.M.**

**January 27, 2025
Council Chambers**

6:00 P.M. – SPECIAL MEETING/BUDGET STUDY SESSION

Mayor Bernal called the Closed Session to order at 6:01 P.M., and City Clerk Rhodes called the roll.

Present: Council Members District 1 Torres-Walker, District 3 Freitas, District 4 Wilson,
Mayor Pro Tem (District 2) Rocha and Mayor Bernal

PLEDGE OF ALLEGIANCE

Mayor Bernal led the Pledge of Allegiance.

BUDGET STUDY SESSION

1. FISCAL YEAR 2025-27 BUDGET DEVELOPMENT

City Manager Scott introduced the Budget Study Session.

Finance Director Merchant presented the staff report dated January 27, 2025, recommending the City Council provide feedback and direction regarding the budget development information provided for the fiscal year 2025-27 budget.

Mayor Bernal thanked Finance Director Merchant for the comprehensive report and the Department Heads for being present this evening to receive Council feedback.

Council reviewed the staff report and provided the following feedback to staff:

Page 2 –

Councilmember Freitas suggested Council consider combining the Budget Stabilization Fund with the Reserve fund.

Mayor Bernal suggested Council establish a more explicit policy on how set-aside funds are utilized.

Councilmember Freitas suggested Council consider including a reserve fund in the Capital Improvement Program.

Page 3 –

Councilmember Freitas requested staff explain the trends responsible for the decrease in building activity.

Councilmember Freitas suggested Council review staffing allocations to determine which positions were warranted.

City Manager Scott responded that staff was looking at this issue and determining the needs, length of vacancies and the reason positions remained open.

Councilmember Rocha requested staff also provide a timeline for filling vacancies.

Council requested a Study Session be scheduled on the City's investments.

Councilmember Freitas suggested staff. hold quarterly or bi-annual meetings to review the City's investments.

Page 4 -

Councilmember Freitas requested staff provide categories for businesses generating sales tax and explain how the City could enhance the value of properties generating property taxes.

Councilmember Wilson suggested Council revisit the Transit Occupancy Tax (TOT).

Finance Director Merchant explained that an increase in the TOT would need to be placed on the ballot.

Page 5 -

Councilmember Freitas suggested Council review and set priorities for Measure W 1% Sales Tax Allocations.

Mayor Bernal requested clarification of the projected decrease in service charges and assessments/fines owed to the City.

Page 6 –

Councilmember Freitas requested staff review census tracks contiguous with Antioch's boundaries and determine if there were any park dedication fees within those areas that could be used for Antioch's park and recreation activities.

Mayor Bernal requested Chart B3 One Time Revenues show the actual base general fund minus the transfers in.

Page 7 –

No additional feedback was given.

Pages 8 – 9

Councilmember Freitas requested a detailed report on costs associated with outside legal counsel including identifying the firms, payouts and settlements.

Mayor Bernal requested a breakdown of one time, and ongoing costs associated with the City Manager's contractual services.

Mayor Bernal requested staff provide the amount the City paid annually for the 2015 lease revenue bonds.

Councilmember Wilson responded that the Lone Tree Golf Course Standing Committee could discuss this issue.

Councilmember Freitas stated he would like to meet with staff to review the Internal Services Overhead Charges.

Mayor Bernal requested a report on how the transfers out were trending.

Councilmember Freitas suggested Council consider paying down the City's unfunded liability exposure.

Page 10 –

Finance Director Merchant stated she would review the City Contribution Rate Tier Miscellaneous Classic/PEPRA FY27 for accuracy.

Page 11 -

Councilmember Freitas recommended the City issue a detailed press release regarding upcoming changes for programs currently funded through ARPA.

Councilmember Rocha requested an update regarding which services and programs the County could provide in Antioch.

Councilmember Freitas suggested Director of Public Safety and Community Resources Johnson present a detailed report on the CalVIP Grant Program including measurable goals.

Councilmember Torres-Walker encouraged staff to apply for double the amount of CalVIP grant money in the next round and include more community partners in the process.

City Manager Scott requested Council provide feedback with regards to future funding for Angelo Quinto Crisis Response Team (AQCRT).

Council consensus supported eliminating the City Council Budget and holding future discussions on how to allocate the funds.

Mayor Bernal requested renaming the “Mayor’s Apprenticeship Program” the “Antioch Community Apprenticeship Program”, or something similar.

Page 12 –

No additional feedback was given.

Attachment A –

Mayor Bernal requested staff provide an explanation of the trends for Building Permits.

Councilmember Freitas requested a report on the businesses that were generating sales tax, business licenses and fees.

Additional Requests –

Council requested a presentation from Director of Parks and Recreation Helfenberger on the status of projects at the Antioch Water Park and their future needs.

Mayor Bernal requested staff bring the CIP to Council early this year.

Council requested the next study session include detailed presentations from the Antioch Police Department (APD) and Public Safety and Community Resources.

Councilmember Rocha requested the presentations include a timeline for filling vacant positions.

Councilmember Freitas requested a report on the APD’s disability retirements.

Councilmember Wilson requested staff provide Council with a list of infrastructure projects that would be eligible for federal funding opportunities.

Following discussion, Council directed staff to schedule the next Budget Study Session on March 4, 2025, at 6:00 P.M.

Mayor Bernal requested the Budget Study Session after March 4, 2025, include the Public Works and City Attorney budgets.

ADJOURNMENT

On motion by Councilmember Rocha, seconded by Councilmember Wilson the City Council unanimously adjourned the meeting at 8:04 P.M.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 11, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Melissa Rhodes, City Clerk
Christina Garcia, CMC, Assistant City Clerk *Cg*

SUBJECT: City Council Meeting Minutes of January 28, 2025

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of January 28, 2025.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 17 - JANUARY 29, 2025

100 General Fund

Non departmental

00417465	CONTRA COSTA WATER DISTRICT	FEES COLLECTED OCT-DEC 2024	134,711.00
00417482	ECC REG FEE AND FIN AUTH	FEES COLLECTED OCT - DEC 2024	553,459.21
00417499	IN SHAPE HEALTH CLUBS	PAYROLL	368.99
00417508	LIFE INS COMPANY OF NO AMERICA	PAYROLL	5,576.11
00417517	MUNICIPAL POOLING AUTHORITY	PAYROLL	3,785.99
00417523	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	4,480.00
00417530	PARS	PAYROLL	5,151.82
00417536	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	232.50
00417553	STATE OF CALIFORNIA	PAYROLL	120.00
00417554	STATE OF CALIFORNIA	PAYROLL	50.00
00417572	AFLAC	PAYROLL	9,108.26
00417585	CA BUILDING STANDARDS COMMISSION	CBSC Q2 FY 24/25	1,515.60
00417587	CENTURY COMMUNITIES INC	DEVELOPER DEP REFUND	41,257.13
00417602	DEPT OF CONSERVATION	SMI Q2 FY 24/25	4,455.12
00417607	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	51,822.06
00417628	EMPLOYEE	CHECK REPLACEMENT	167.64
00417642	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	2,288.75
00417651	STATE BOARD OF EQUALIZATION	SALES TAX REMITTANCE	15.32
00417665	ZAYO GROUP LLC	DEVELOPER DEP REFUND	8,100.00
00950169	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL	1,160.00
00950170	ANTIOCH POLICE OFFICERS ASSOC	PAYROLL	22,039.27
00950171	ANTIOCH PUBLIC WORKS EMPLOYEE'S ASSOC	PAYROLL	2,520.00
00950185	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	46,588.44
00950191	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	32,964.49

City Council

00417532	PHOTOGRAPHY BY TISH	PORTRAITS	1,618.81
00417566	VERIZON WIRELESS	DATA USAGE	105.68

City Attorney

00417453	CANON FINANCIAL SERVICES	COPIER LEASE	180.38
00417522	OFFICE DEPOT INC	OFFICE SUPPLIES	43.19
00417566	VERIZON WIRELESS	DATA USAGE	158.04
00417581	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	11,468.96
00417643	REDWOOD PUBLIC LAW LLP	LEGAL SERVICES RENDERED	864.00
00417645	RICHARD D. JONES A PROFESSIONAL LAW	LEGAL SERVICES RENDERED	132.50
00417655	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	3,441.37

City Manager

00417453	CANON FINANCIAL SERVICES	COPIER LEASE	180.38
00417566	VERIZON WIRELESS	DATA USAGE	42.06
00417678	HELFENBERGER, BRADLEY K	PER DIEM	265.00
00417688	REED, KWAME P	PER DIEM	351.00
00417690	SCOTT, BESSIE MARIE	PER DIEM	351.00



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 17 - JANUARY 29, 2025

City Clerk

00417483	EIDEN, KITTY J	MINUTES	1,062.50
00417522	OFFICE DEPOT INC	OFFICE SUPPLIES	153.45
00417532	PHOTOGRAPHY BY TISH	PORTRAIT	466.44
00417560	TOTAL RECALL CAPTIONING	CLOSED CAPTIONING	402.50

City Treasurer

00417532	PHOTOGRAPHY BY TISH	PORTRAIT	591.44
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Human Resources

00417449	CANON FINANCIAL SERVICES	COPIER LEASE	278.43
00417478	DIABLO LIVE SCAN LLC	FINGERPRINTS	460.00
00417498	IEDA INC	PROFESSIONAL SERVICES	6,755.44
00417507	LANGUAGE TESTING INTERNATIONAL INC	LANGUAGE TESTING	580.00
00417607	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	124.12

Economic Development

00417453	CANON FINANCIAL SERVICES	COPIER LEASE	180.38
00417566	VERIZON WIRELESS	DATA USAGE	105.36
00417603	EAST BAY EDA	MEMBERSHIP DUES	9,005.00

Non Departmental

00417439	ANTIOCH ROTARY CLUB	CIVIC ENH GRANT FY 24/25	1,750.00
00417440	ANTIOCH ROTARY CLUB	CIVIC ENH GRANT FY 24/25	1,750.00
00417446	BE EXCEPTIONAL	CIVIC ENH GRANT FY 24/25	1,800.00
00417510	LOAVES AND FISHES OF CONTRA COSTA	CIVIC ENH GRANT FY 24/25	2,800.00
00417516	MISSION POSSIBLE COMM DEV CTR ANTIOCH	CIVIC ENH GRANT FY 24/25	2,800.00
00417638	PARS	PD SUPPLEMENTARY GASB 68	2,400.00

Public Works Administration

00417584	BROOKS, BRANDY L	EXPENSE REIMBURSEMENT	41.58
00417607	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	20.50

Public Works Street Maintenance

00417462	CONSTRUCTION ZONE LLC, THE	CHECK REPLACEMENT	421.22
00417494	HAWTHORN VENTURES LLC	UNIFORMS	3,612.21
00417500	INTERSTATE SALES	SIGNS POSTS	3,450.54
00417512	MANERI SIGN COMPANY	STREET SIGNS	285.97
00417545	SCA OF CA, LLC	STREET SWEEPING	7,846.00
00417546	SHARJO LLC	ABATEMENT SERVICES	7,995.68
00417563	VACA VALLEY TRUCK INC	TRUCK SCHOOL	6,731.77
00417574	ANTIOCH ACE HARDWARE	DUST FILTER	49.37
00417605	FASTENAL CO	BOLTS	4.32
00417617	INTERSTATE SALES	THERM PLASTIC	7,243.50
00417624	MANERI SIGN COMPANY	STREET SIGNS	713.06
00417648	SHARJO LLC	ABATEMENT SERVICES	5,944.35
00417654	TAPCO	HEAVY BOLTS AND NUTS	906.05
00417662	VISIONS RECYCLING INC	GRAFFITI PAINT	1,821.85
00417664	ZAP MANUFACTURING INC	STREET SIGNS	721.23
00417667	ZUMAR INDUSTRIES INC	SIGN EQUIPMENT	682.97



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Public Works-Signal/Street Lights

00417444	AT AND T MCI	MODEM	640.20
00417475	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	2,706.20
00417526	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	132.13
00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	11,503.75
00417601	DC ELECTRIC GROUP INC	STREETLIGHT KNOCKDOWN	4,652.58

Public Works-Facilities Maintenance

00417444	AT AND T MCI	MODEM	93.04
00417475	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	16,940.40
00417479	DREAM RIDE ELEVATOR	ELEVATOR SERVICES	320.00
00417494	HAWTHORN VENTURES LLC	UNIFORMS	830.87
00417495	HOME DEPOT, THE	SMALL TOOLS	1,652.10
00417511	LOPEZ MNTS SVCS LLC	PROFESSIONAL SERVICES	1,188.75
00417527	PACIFIC GAS AND ELECTRIC CO	GAS	16,761.63
00417539	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	698.50
00417546	SHARJO LLC	PROFESSIONAL SERVICES	10,746.72
00417566	VERIZON WIRELESS	DATA USAGE	52.68
00417579	BAY ALARM COMPANY	FEB MAINTENANCE	1,316.60

Public Works-Parks Maint

00417444	AT AND T MCI	MODEM	157.65
00417494	HAWTHORN VENTURES LLC	UNIFORMS	300.00
00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,319.63
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	109,608.15
00950194	GRAINGER INC	DISPENSERS	116.10

Public Works-Median/General Land

00417432	AMBRIZ, BENJAMIN M	EXPENSE REIMBURSEMENT	44.75
00417444	AT AND T MCI	MODEM	444.23
00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,349.86
00417573	ALTA FENCE CO	FENCE REPAIR	3,188.00
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	12,756.92

Police Administration

00417436	AMERICAN TROPHIES AWARDS & PROMO	MAILBOX TAGS	29.36
00417451	CANON FINANCIAL SERVICES	COPIER LEASE	2,419.29
00417455	CGS SUPPRESSORS LLC	SNIPER .308 SUPPRESSORS	5,000.00
00417457	CLONINGER, NAHLEEN R	EXPENSE REIMBURSEMENT	23.00
00417458	CNOA	MEMBERSHIP DUES	100.00
00417459	COLE PRO MEDIA CORP	ENGAGEMENT ADVISING	10,000.00
00417467	CORE PSYCHOLOGICAL CORP	PRE-EMPLOYMENT PSYCH	1,500.00
00417470	CRYSTAL CLEAR LOGOS INC	UNIFORMS	593.05
00417473	CYNTHIA MARIE KIRBY	PREEMPLOYMENT POLY	9,200.00
00417480	EAN SERVICES LLC	TRAINING RENTAL	3,420.58
00417489	FEDEX	UNIFORM RETURN	12.41
00417491	GALLS LLC	EVIDENCE SUPPLIES	612.75

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF JANUARY 17 - JANUARY 29, 2025

00417497	IBS OF TRI VALLEY	PATROL BATTERIES	613.95
00417505	KHALILI, ALI A	PER DIEM	258.00
00417506	KIMBERLY D TURNER	TRAINING	1,218.00
00417515	MILLER MENDEL INC	BACKGROUNDS	342.93
00417521	OCCUPATIONAL HEALTH CENTERS OF CA INC	PRE-EMPLOYMENT MEDICAL	2,156.00
00417522	OFFICE DEPOT INC	OFFICE SUPPLIES	5,619.99
00417525	PACIFIC COAST POLYGRAPH & INV	POLYGRAPHS	700.00
00417531	PEREGRINE TECHNOLOGIES INC	QUARTERLY FEES	2,246.58
00417537	REACH PROJECT INC	NOVEMBER SERVICES	17,083.00
00417543	SAFESTORE INC	EVIDENCE STORAGE	4,969.20
00417547	SHRED IT INC	SHREDDING SERVICES	130.76
00417552	STATE OF CALIFORNIA	DOJ PRINTS	546.00
00417558	T JUNG INVESTIGATIONS	NEW HIRE BACKGROUND	4,507.60
00417561	TRIPLE R MUNITIONS, INC	TRAINING AMMUNITION	4,918.00
00417565	VERIZON WIRELESS	PATROL VEHICLE MODEMS	6,022.12
00417568	VICTORY TACTICAL GEAR	HELMETS AND SHIELDS	24,582.94
00417575	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	1,126.50
00417576	ARROWHEAD SCIENTIFIC INC	EVIDENCE PROCESSING	243.75
00417577	AT AND T MOBILITY	DEPARTMENT PHONES	7,203.12
00417586	CAPX, LLC	HATS	1,101.43
00417589	CODE 3 WEAR PUBLIC SAFETY OUTFITTERS	UNIFORMS	12,535.69
00417594	CONTRA COSTA COUNTY	RANGE FEES	500.00
00417599	COSTCO	VARIOUS BUSINESS EXPENSES	130.00
00417618	KAISER PRECISION	AMMUNITIONS POLE	3,120.00
00417619	KAWALYA, COSTANTINE TENDO	PER DIEM	258.00
00417623	LOPEZ INVESTIGATIVE SERVICES	BACKGROUND NVESTIGATIONS	5,000.00
00417627	MII TRAINING INNOVATIONS LLC	TRAINING	475.00
00417633	NILSEN, ERIK ROBERT	PER DIEM	320.00
00417634	NILSEN, ERIK ROBERT	EXPENSE REIMBURSEMENT	406.34
00417636	OFFICE DEPOT INC	OFFICE SUPPLIES	571.03
00417640	PHOTOGRAPHY BY TISH	PORTRAITS	1,110.00
00417641	PEACE OFFICERS RESEARCH ASSOC OF CA	MEMBERSHIP-VIGIL	175.00
00417659	TRANSUNION RISK & ALT DATA SOLUTIONS	LEO DATABASE	107.20
00417660	ULINE	EVIDENCE SUPPLIES	355.88
00417661	VIGIL JR, JOSEPH	PER DIEM	172.00
00950172	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	346.78
00950173	CHAPLIN & HILL INVESTIGATIVE SERVICES	INVESTIGATIONS	9,228.20
00950179	HOYA SAFETY	SAFETY GLASSES	189.50
00950186	PITNEY BOWES INC	METER LEASE	300.72
00950189	WILLIAMS SCOTSMAN INC	EVIDENCE STORAGE	211.10
00950199	WILLIAMS SCOTSMAN INC	EVIDENCE STORAGE	263.14
Police Community Policing			
00417460	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
00417474	D TAC K9 LLC	K9 BASIC SCHOOL	8,925.00

Finance Accounting
Prepared by: L. Reyes
2/6/2025

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF JANUARY 17 - JANUARY 29, 2025

00417485	EMPLOYEE	ADVANCED DISABILITY PENSION	5,855.50
00417488	FASTRAK VIOLATION PROCESSING	ON DUTY TOLL	30.00
00417496	HUNT AND SONS INC	FUEL	178.62
00417501	INTOXIMETERS INC	PATROL EQUIPMENT	2,167.08
00417549	EMPLOYEE	ADVANCED DISABILITY PENSION	5,885.50
00417570	WATT PETROLEUM LLC	CARWASHES	530.00
00417607	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	656.05
00417616	HUNT AND SONS INC	FUEL	86.94
00417647	RODRIGUEZ, ALMA GABRIELA	EXPENSE REIMBURSEMENT	25.04
00950182	EMPLOYEE	ADVANCED DISABILITY PENSION	6,589.00
Police Traffic Division			
00417629	MOTORRAD LLC	LABOR	1,124.18
Police Investigations			
00417429	ALHAMBRA	WATER	150.39
00417441	ARROWHEAD SCIENTIFIC INC	EVIDENCE EQUIPMENT	572.84
00417445	AT AND T MCI	CELL RECORDS	145.00
00417463	CONTRA COSTA COUNTY	CLETS FY24/25 ANNUAL FEE	4,367.61
00417484	EWART, ASHLEY MARIE	EXPENSE REIMBURSEMENT	396.33
00417486	FARO TECHNOLOGIES INC	CSI SCANNER	471.84
00417518	NAPA SOLANO SART	SART EXAM	7,200.00
00417559	T MOBILE USA INC	CELL RECORDS	250.00
00417564	VERITONE, INC	INVESTIGATIONS AIWARE	49,999.00
00417576	ARROWHEAD SCIENTIFIC INC	EVIDENCE PROCESSING	148.32
00417580	BECERRA, ARTURO MODESTO	EXPENSE REIMBURSEMENT	150.13
00417621	LAMPI, LAURISSA CHRISTINE	EXPENSE REIMBURSEMENT	60.00
00417632	NAPA SOLANO SART	SART EXAMS	2,400.00
00417653	T MOBILE USA INC	CELL RECORDS	50.00
Police Communications			
00417435	AMERICAN TOWER CORPORATION	TOWER FEES	274.64
00417442	AT AND T	PHONES	65.32
00417444	AT AND T MCI	MODEM	1,252.28
00417461	COMCAST	CONNECTION SERVICES	480.33
00417520	NET TRANSCRIPTS	TRANSCRIPT SERVICES	64.48
00417528	PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	78.00
00417611	GLOBALSTAR USA	SATELITE PHONE	270.28
Office Of Emergency Management			
00417444	AT AND T MCI	MODEM	489.38
00417519	NAVIGATING PREPAREDNESS ASSOC	HAZARD MITIGATION	2,925.00
Police Facilities Maintenance			
00417438	ANTIOCH ACE HARDWARE	SUPPLIES	66.72
00417444	AT AND T MCI	MODEM	264.49
00417475	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	5,043.06
00417527	PACIFIC GAS AND ELECTRIC CO	GAS	24,806.86
00417539	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	350.00



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00417540	ROGUE FITNESS	GYM EQUIPMENT	4,741.17
00417579	BAY ALARM COMPANY	FEB MAINTENANCE	1,350.00
Youth Network Services			
00417454	CASTILLO, AMADEUS	YOCH PROGRAM	736.00
00417514	MEGOWEN, CALLIOPE	YOCH PROGRAM	704.00
00417566	VERIZON WIRELESS	DATA USAGE	105.36
Housing and Homelessness			
00417566	VERIZON WIRELESS	DATA USAGE	52.84
PSCR Administration			
00417450	CANON FINANCIAL SERVICES	LEASE	257.22
00417566	VERIZON WIRELESS	DATA USAGE	52.84
00417579	BAY ALARM COMPANY	FEB MAINTENANCE	346.52
Community Development Administration			
00417431	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	458.76
Community Development Land Planning Services			
00417533	PLACEWORKS INC	CONSULTING SERVICES	4,284.00
CD Code Enforcement			
00417596	CONTRA COSTA COUNTY	RECORDING/COPY FEES	80.00
00417600	DATA TICKET INC	CONSULTING SERVICES	404.50
PW Engineer Land Development			
00417444	AT AND T MCI	MODEM	31.53
00417566	VERIZON WIRELESS	DATA USAGE	90.85
00417626	MAR, HARRY GARRETT	SAFTEY SHOES	250.00
206	American Rescue Plan Fund		
Non Departmental			
00417578	AURAJ CHAHAL INC	ARPA LEGACY FACADE UPGRADE	7,500.00
00417606	FELTON INSTITUTE	SERVICES	301,768.31
00417622	LINDA L JOHNSON	ARPA LEGACY FACADE UPGRADE	5,000.00
00417652	SUPERIOR FLOOR FTC LLC	ARPA LEGACY FACADE UPGRADE	5,000.00
209	RMRA Fund		
Streets			
00417447	BKF ENGINEERS INC	PROFESSIONAL SERVICES	325.00
211	Delta Fair Property Fund		
Parks & Open Space			
00417555	STATE WATER RESOURCES CONTROL BOARD	ANNAUL PERMIT FEES	619.00
213	Gas Tax Fund		
Streets			
00417526	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	376.47
00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	62,962.28
214	Animal Services Fund		
Animal Services			
00417522	OFFICE DEPOT INC	OFFICE SUPPLIES	168.07
00417527	PACIFIC GAS AND ELECTRIC CO	GAS	1,305.62
00417604	EAST BAY VETERINARY EMERGENCY	EMERGENCY SERVICES	1,150.99

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF JANUARY 17 - JANUARY 29, 2025

00417607	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	137.06
00417615	HILLS PET NUTRITION	PET FOOD	1,233.28
00417620	KOEFRAN SERVICES INC	CREMATION SERVICES	745.00
00417631	MWI VETERINARY SUPPLY CO	VET SUPPLIES	1,874.15
00417658	TONY LA RUSSA'S ANIMAL RESCUE	SAFETY NET	1,596.73
00417666	ZOETIS LLC	VET SUPPLIES	1,658.68
216	Park-In-Lieu Fund		
	Parks & Open Space		
00417541	ROYSTON HANAMOTO ALLEY AND ABEY	PROFESSIONAL SERVICES	1,586.25
219	Recreation Fund		
	Non departmental		
00417571	YOUNG, GREUNITA	REFUND DEPOSIT	500.00
00417583	BOX TO BOX LLC	REFUND DEPOSIT	150.00
00417595	CONTRA COSTA COUNTY	SENIOR	1,609.00
00417614	HELPING THE YOUTH GROW	REFUND DEPOSIT	150.00
00417644	REYES, ALLAN	REFUND DEPOSIT	250.00
	Nick Rodriguez Community Cent		
00417431	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	732.89
00417434	AMERICAN STAGE TOURS	ORPHEUM THEATRE TRIP	1,570.00
00417444	AT AND T MCI	MODEM	76.86
00417448	CANON FINANCIAL SERVICES	LEASE	287.28
00417527	PACIFIC GAS AND ELECTRIC CO	GAS	5,403.46
00417579	BAY ALARM COMPANY	FEB MAINTENANCE	167.56
00950190	BRADY INDUSTRIES	JANITORIAL SUPPLIES	79.38
00950197	UBEO BUSINESS SERVICES	COPIER USAGE	1,657.02
	Recreation Sports Programs		
00417444	AT AND T MCI	MODEM	31.53
00417493	GOLDEN STATE WARRIORS LLC	JR WARRIORS UNIFORMS	6,202.00
00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	6,519.84
00417566	VERIZON WIRELESS	DATA USAGE	39.02
00417579	BAY ALARM COMPANY	FEB MAINTENANCE	75.00
	Recreation-Comm Center		
00417443	AT AND T MCI	PHONES	63.15
00417444	AT AND T MCI	MODEM	32.68
00417526	PACIFIC GAS AND ELECTRIC CO	GAS	10,220.96
00417562	ULINE	TAPE	44.78
00417579	BAY ALARM COMPANY	FEB MAINTENANCE	165.00
00417588	CERVANTES, OCTAVIO	JANITORIAL SERVICES	1,690.00
00417625	MANUEL A MINZER	CONTRACTOR PAYMENT	855.00
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,748.42
00950190	BRADY INDUSTRIES	JANITORIAL SUPPLIES	1,288.39
	Recreation Water Park		
00417444	AT AND T MCI	MODEM	214.50
00417494	HAWTHORN VENTURES LLC	UNIFORMS	301.24



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00417527	PACIFIC GAS AND ELECTRIC CO	GAS	11,349.36
00417579	BAY ALARM COMPANY	FEB MAINTENANCE	546.71
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,569.33
00950184	NATIONAL AQUATICS SERVICES INC	NAS SPRAY SERVICE	6,586.51
00950196	KNORR SYSTEMS INC	FUEL SURCHARGE	960.57
00950197	UBEO BUSINESS SERVICES	PRINTER MAINTENANCE	210.62
222	Measure C/J Fund		
Streets			
00417548	SOILAND CO INC	TOP SOIL	565.80
00417569	WATERSAVERS IRRIGATION, INC	LONE TREE ENHANCE	481.92
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	31,892.77
226	Solid Waste Reduction Fund		
Solid Waste Used Oil			
00417477	DELTA DIABLO	HOUSEHOLD HAZARDOUS WASTE	1,814.90
Solid Waste			
00417464	CONTRA COSTA COUNTY	EFG INSPECTIONS	10,978.17
00417477	DELTA DIABLO	HOUSEHOLD HAZARDOUS WASTE	9,718.64
229	Pollution Elimination Fund		
Non departmental			
00417651	STATE BOARD OF EQUALIZATION	SALES TAX REMITTANCE	1.01
Channel Maintenance Operation			
00417430	ALTA FENCE CO	FENCE REPLACEMENT	15,328.00
00417597	CONTRA COSTA COUNTY HEALTH SERVICES	WASTE DISPOSAL	348.25
00417639	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	1,050.00
251	Lone Tree SLLMD Fund		
Lonetree Maintenance Zone 1			
00417444	AT AND T MCI	MODEM	126.17
00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,118.97
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	6,228.03
Lonetree Maintenance Zone 2			
00417444	AT AND T MCI	MODEM	217.60
00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	985.48
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	11,001.54
Lonetree Maintenance Zone 3			
00417444	AT AND T MCI	MODEM	94.59
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,437.75
Lonetree Maintenance Zone 4			
00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	106.68
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,363.99
252	Downtown SLLMD Fund		
Downtown Maintenance			
00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,940.04
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,480.52



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253 Almondridge SLLMD Fund

Almondridge Maintenance

00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	364.69
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,434.19

254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

00417444	AT AND T MCI	MODEM	63.06
00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,217.71
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	11,338.21

Hillcrest Maintenance Zone 2

00417444	AT AND T MCI	MODEM	250.69
00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,001.26
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	12,407.46

Hillcrest Maintenance Zone 4

00417444	AT AND T MCI	MODEM	187.63
00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	938.86
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	11,264.48

255 Park 1A Maintenance District Fund

Park 1A Maintenance District

00417444	AT AND T MCI	MODEM	31.53
00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	142.14
00417579	BAY ALARM COMPANY	FEB MAINTENANCE	145.00
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,477.72

256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	106.78
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,557.60

Citywide 2A Maintenance Zone 4

00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	510.38
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,306.83

Citywide 2A Maintenance Zone 5

00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	915.08
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,452.86

Citywide 2A Maintenance Zone 6

00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	306.27
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,115.69

Citywide 2A Maintenance Zone 8

00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,426.30
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Citywide 2A Maintenance Zone 9

00417444	AT AND T MCI	MODEM	126.12
00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	653.76
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	6,244.36

Citywide 2A Maintenance Zone10

00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	96.16
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CLAIMS BY FUND REPORT
FOR THE PERIOD OF
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00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,658.67
257	SLLMD Administration Fund		
	SLLMD Administration		
00417444	AT AND T MCI	MODEM	163.75
00417494	HAWTHORN VENTURES LLC	UNIFORMS	2,165.30
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,806.80
259	East Lone Tree SLLMD Fund		
	Zone 1-District 10		
00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	56.99
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,531.92
281	CFD 2018-01 Public Services Fund		
	CFD 2018-01 Maintenance		
00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,406.62
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,305.12
283	CFD 2022-01 Public Services Fund		
	CFD 2018-01 Maintenance		
00417656	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	406.85
311	Capital Improvement Fund		
	Non departmental		
	Streets		
00417544	SANDSTONE ENVIRONMENTAL ENGINEERING	PROGRESS PAYMENT #4	43,489.00
312	Prewett CIP Fund		
	Parks & Open Space		
00950172	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	479.18
570	Equipment Maintenance Fund		
	Non departmental		
00417496	HUNT AND SONS INC	FUEL	8,236.21
00417616	HUNT AND SONS INC	FUEL	25,061.72
	Equipment Maintenance		
00417469	CRESCO EQUIPMENT RENTALS & AFFILIATES	PARTS	550.07
00417481	EAST BAY TIRE CO	PARTS	3,999.75
00417494	HAWTHORN VENTURES LLC	UNIFORMS	722.24
00417509	LIM AUTOMOTIVE SUPPLY INC	PARTS	230.29
00417524	OREILLY AUTO PARTS	PARTS	474.79
00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	922.36
00417550	SOUTHERN COUNTIES LUBRICANTS LLC	OIL	3,358.26
00417556	STOMMEL INC	PARTS	1,296.55
00417607	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	205.00
00417635	OCCUPATIONAL HEALTH CENTERS OF CA INC	PRE-EMPLOYMENT MEDICAL	1,560.00
00950198	UNICO GLASS LLC	AUTO GLASS	557.79
573	Information Services Fund		
	Information Services		
00417444	AT AND T MCI	MODEM	121.45



CLAIMS BY FUND REPORT
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Network Support & PCs

00417433	AMERICAN MESSAGING	PAGER & PAGESCOPY SERVICE	47.99
00417437	AMS DOT NET INC	ANNUAL LICENSE	22,680.00
00417444	AT AND T MCI	MODEM	81.40
00417456	CIVICPLUS, LLC	CIVICPLUS	20,614.95
00417529	PAGEFREEZER SOFTWARE INC	MESSAGING ARCHIVING	850.00
00417590	COMCAST	CONNECTION SERVICES	180.89
00417591	COMCAST	CONNECTION SERVICES	180.89
00417592	COMCAST	CONNECTION SERVICES	202.36
00417593	COMCAST	CONNECTION SERVICES	316.80
00950175	DIGITAL SERVICES	SERVER MAINTENANCE	8,295.00

Telephone System

00417443	AT AND T MCI	PHONES	3,252.18
00417444	AT AND T MCI	MODEM	2,252.20

GIS Support Services

00417566	VERIZON WIRELESS	DATA USAGE	5,902.52
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Office Equipment Replacement

00950192	DELL COMPUTER CORP	COMPUTER EQUIPMENT	4,787.95
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577 Post Retirement Medical-Police Fund

Non Departmental

00417513	RETIREE	MEDICAL AFTER RETIREMENT	57.90
00417668	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00417674	RETIREE	MEDICAL AFTER RETIREMENT	1,622.64
00417679	RETIREE	MEDICAL AFTER RETIREMENT	954.90
00417680	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00417681	RETIREE	MEDICAL AFTER RETIREMENT	57.90
00417682	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00417684	RETIREE	MEDICAL AFTER RETIREMENT	1,956.51
00417685	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00950180	RETIREE	MEDICAL AFTER RETIREMENT	637.88
00950201	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00950202	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00950205	RETIREE	MEDICAL AFTER RETIREMENT	1,297.98
00950206	RETIREE	MEDICAL AFTER RETIREMENT	454.10
00950208	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00950209	RETIREE	MEDICAL AFTER RETIREMENT	817.12
00950213	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00950215	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00950222	RETIREE	MEDICAL AFTER RETIREMENT	1,112.90
00950223	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00950228	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00950230	RETIREE	MEDICAL AFTER RETIREMENT	965.00
00950232	RETIREE	MEDICAL AFTER RETIREMENT	1,011.40
00950235	RETIREE	MEDICAL AFTER RETIREMENT	817.12



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 17 - JANUARY 29, 2025

00950248	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00950249	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00950252	RETIREE	MEDICAL AFTER RETIREMENT	1,845.22
00950259	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00950265	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00950266	RETIREE	MEDICAL AFTER RETIREMENT	1,011.40
00950267	RETIREE	MEDICAL AFTER RETIREMENT	546.39
00950268	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00950271	RETIREE	MEDICAL AFTER RETIREMENT	637.88
00950278	RETIREE	MEDICAL AFTER RETIREMENT	185.08
00950279	RETIREE	MEDICAL AFTER RETIREMENT	676.68
00950280	RETIREE	MEDICAL AFTER RETIREMENT	2,003.22
00950281	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00950284	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00950293	RETIREE	MEDICAL AFTER RETIREMENT	2,735.84
00950295	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00950297	RETIREE	MEDICAL AFTER RETIREMENT	1,511.35
00950300	RETIREE	MEDICAL AFTER RETIREMENT	2,503.00
00950304	RETIREE	MEDICAL AFTER RETIREMENT	668.70
00950306	RETIREE	MEDICAL AFTER RETIREMENT	954.90
00950308	RETIREE	MEDICAL AFTER RETIREMENT	1,671.25
00950315	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00950317	RETIREE	MEDICAL AFTER RETIREMENT	1,337.71
00950320	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00950321	RETIREE	MEDICAL AFTER RETIREMENT	1,011.40
00950323	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00950324	RETIREE	MEDICAL AFTER RETIREMENT	1,489.00
00950328	RETIREE	MEDICAL AFTER RETIREMENT	398.45
00950337	RETIREE	MEDICAL AFTER RETIREMENT	709.98
00950338	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00950340	RETIREE	MEDICAL AFTER RETIREMENT	1,586.21
00950347	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00950348	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00950350	RETIREE	MEDICAL AFTER RETIREMENT	504.30
00950352	RETIREE	MEDICAL AFTER RETIREMENT	1,884.82
00950356	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00950357	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00950361	RETIREE	MEDICAL AFTER RETIREMENT	726.50
00950367	RETIREE	MEDICAL AFTER RETIREMENT	909.96
00950371	RETIREE	MEDICAL AFTER RETIREMENT	855.70
00950372	RETIREE	MEDICAL AFTER RETIREMENT	954.90
00950374	RETIREE	MEDICAL AFTER RETIREMENT	30.66
00950376	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 17 - JANUARY 29, 2025

578 Post Retirement Medical-Misc Fund
Non Departmental

00417669	RETIREE	MEDICAL AFTER RETIREMENT	176.48
00417672	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00417673	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00417676	RETIREE	MEDICAL AFTER RETIREMENT	304.59
00417677	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00417686	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00417687	RETIREE	MEDICAL AFTER RETIREMENT	216.75
00950177	RETIREE	MEDICAL AFTER RETIREMENT	155.52
00950200	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950204	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950207	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950212	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00950217	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950220	RETIREE	MEDICAL AFTER RETIREMENT	161.20
00950221	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950224	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00950225	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00950226	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950229	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00950236	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950240	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950242	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950243	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00950244	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00950245	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950246	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00950247	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950254	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00950255	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950256	RETIREE	MEDICAL AFTER RETIREMENT	155.52
00950257	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00950258	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00950263	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950264	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950273	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950274	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950277	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950283	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950288	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00950289	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950290	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950292	RETIREE	MEDICAL AFTER RETIREMENT	315.38



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 17 - JANUARY 29, 2025

00950294	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950301	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950303	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950307	RETIREE	MEDICAL AFTER RETIREMENT	405.00
00950310	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00950314	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00950316	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950318	RETIREE	MEDICAL AFTER RETIREMENT	46.48
00950322	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950325	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950327	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950331	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950336	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950339	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950344	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950354	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950359	RETIREE	MEDICAL AFTER RETIREMENT	220.00
00950360	RETIREE	MEDICAL AFTER RETIREMENT	309.46
00950363	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950370	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950373	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950375	RETIREE	MEDICAL AFTER RETIREMENT	315.38

579 Post Retirement Medical-Mgmt Fund

Non Departmental

00417670	RETIREE	MEDICAL AFTER RETIREMENT	1,509.00
00417671	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00417675	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00417683	RETIREE	MEDICAL AFTER RETIREMENT	431.38
00417689	RETIREE	MEDICAL AFTER RETIREMENT	474.30
00417691	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00417692	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00950174	RETIREE	MEDICAL AFTER RETIREMENT	1,011.40
00950183	RETIREE	MEDICAL AFTER RETIREMENT	676.68
00950203	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950210	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00950211	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950214	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00950216	RETIREE	MEDICAL AFTER RETIREMENT	185.08
00950218	RETIREE	MEDICAL AFTER RETIREMENT	136.69
00950219	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00950227	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950231	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950233	RETIREE	MEDICAL AFTER RETIREMENT	56.00
00950234	RETIREE	MEDICAL AFTER RETIREMENT	551.38



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 17 - JANUARY 29, 2025

00950237	RETIREE	MEDICAL AFTER RETIREMENT	1,011.40
00950238	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950239	RETIREE	MEDICAL AFTER RETIREMENT	451.37
00950241	RETIREE	MEDICAL AFTER RETIREMENT	431.38
00950250	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950251	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950253	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950260	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00950261	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950262	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950269	RETIREE	MEDICAL AFTER RETIREMENT	426.70
00950270	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00950272	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950275	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950276	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00950282	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950285	RETIREE	MEDICAL AFTER RETIREMENT	102.60
00950286	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950287	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950291	RETIREE	MEDICAL AFTER RETIREMENT	817.12
00950296	RETIREE	MEDICAL AFTER RETIREMENT	934.26
00950298	RETIREE	MEDICAL AFTER RETIREMENT	676.68
00950299	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950302	RETIREE	MEDICAL AFTER RETIREMENT	1,845.22
00950305	RETIREE	MEDICAL AFTER RETIREMENT	426.70
00950309	RETIREE	MEDICAL AFTER RETIREMENT	431.38
00950311	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00950312	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950313	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950319	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950326	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950329	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950330	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950332	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950333	RETIREE	MEDICAL AFTER RETIREMENT	136.69
00950334	RETIREE	MEDICAL AFTER RETIREMENT	429.00
00950335	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00950341	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950342	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950343	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950345	RETIREE	MEDICAL AFTER RETIREMENT	1,011.40
00950346	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950349	RETIREE	MEDICAL AFTER RETIREMENT	431.38
00950351	RETIREE	MEDICAL AFTER RETIREMENT	318.86



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 17 - JANUARY 29, 2025

00950353	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950355	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00950358	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00950362	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950364	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950365	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00950366	RETIREE	MEDICAL AFTER RETIREMENT	1,902.80
00950368	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00950369	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80

580 Loss Control Fund

Human Resources

00417535	PSYCHSERV MEDICAL CORPORATION	MEDICAL EXAM	5,850.00
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611 Water Fund

Non departmental

00417487	FASTENAL CO	BOLTS	807.79
00417492	GEMPLERS INC	SUPPLIES	71.93
00417494	HAWTHORN VENTURES LLC	RAIN JACKETS	12,605.70
00417557	SUNRISE ENVIRONMENTAL	CLEANER	351.57
00417582	BISHOP CO	SUPPLIES	1,201.49
00417605	FASTENAL CO	SUPPLIES	8,004.73
00417610	GEMPLERS INC	SUPPLIES	225.13
00950176	GRAINGER INC	SUPPLIES	525.08
00950178	HAMMONS SUPPLY COMPANY	JANITORIAL SUPPLIES	1,284.38
00950194	GRAINGER INC	SUPPLIES	415.88
00950195	HAMMONS SUPPLY COMPANY	JANITORIAL SUPPLIES	473.34

Water Supervision

00417476	DELGADILLO, LILIANA	CHECK REPLACEMENT	146.89
00417566	VERIZON WIRELESS	DATA USAGE	274.62
00417607	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	92.25

Water Production

00417443	AT AND T MCI	PHONES	126.28
00417444	AT AND T MCI	MODEM	827.75
00417452	CANON FINANCIAL SERVICES	LEASE	254.50
00417466	CONTRA COSTA WATER DISTRICT	TREATED WATER	982,059.49
00417468	CORRPRO COMPANIES INC	PROFESSIONAL SERVICES	670.00
00417494	HAWTHORN VENTURES LLC	UNIFORMS	7,152.53
00417495	HOME DEPOT, THE	SUPPLIES	315.23
00417504	JOHNSON, GAVIN LEE	EXPENSE REIMBURSEMENT	165.00
00417527	PACIFIC GAS AND ELECTRIC CO	GAS	87,979.00
00417539	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	220.00
00417555	STATE WATER RESOURCES CONTROL BOARD	WATER SYSTEM ANNUAL FEES	123,008.32
00417566	VERIZON WIRELESS	DATA USAGE	183.93
00417567	VESTIS GROUP INC	WEEKLY SUPPLIES	452.64
00417573	ALTA FENCE CO	FENCE REPAIR	421.00

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 17 - JANUARY 29, 2025

00417579	BAY ALARM COMPANY	FEB MAINTENANCE	4,354.89
00417598	CONTRA COSTA WATER DISTRICT	SHARE OF CAPITAL COSTS	973,879.70
00417608	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	63.77
00417609	FRUIT GROWERS LABORATORY, INC	TESTING	2,187.00
00417613	HACH CO	SERVICE	699.54
00417630	MUTULO, DERRIC VINCENT	EXPENSE REIMBURSEMENT	125.00
00950187	RED WING SHOE STORE	SAFETY SHOES, AUSTIN A	350.00
00950193	EUROFINS EATON ANALYTICAL INC	TESTING	1,009.00

Water Distribution

00417444	AT AND T MCI	MODEM	31.53
00417472	CWEA SFBS	CERTIFICATE RENEW-D HUGHES	106.00
00417490	G AND S PAVING	SERVICE CUT PAVING	19,796.69
00417494	HAWTHORN VENTURES LLC	UNIFORMS	10,910.99
00417502	ISINGS CULLIGAN	DECEMBER WATER 2024	25.47
00417527	PACIFIC GAS AND ELECTRIC CO	GAS	71.86
00417542	SABRE BACKFLOW LLC	BF TEST KIT PARTS	3,091.12
00417551	STANDARD PLUMBING SUPPLY CO. INC.	POWER SUPPLY	108.65
00417566	VERIZON WIRELESS	DATA USAGE	1,739.89
00417574	ANTIOCH ACE HARDWARE	SUPPLIES	47.36
00417612	GRANITE CONSTRUCTION CO	EZ STREET	2,469.37
00417637	PACE SUPPLY CORP	PIPE FITTINGS	1,363.50
00417646	ROBERTS AND BRUNE CO	PIPE FITTING	98.78
00417649	STANDARD PLUMBING SUPPLY CO. INC.	FITTINGS	1.73
00950181	INFOSEND INC	PRINT AND MAIL SERVICES	3,411.07
00950192	DELL COMPUTER CORP	COMPUTER EQUIPMENT	1,948.46

Public Buildings & Facilities

00417471	CSI METRICS LLC	PROFESSIONAL SERVICES	19,228.64
00417657	THOMAS C. PAVLETIC	PROFESSIONAL SERVICES	3,420.00
00950188	SHIMMICK CONSTRUCTION INC	PROGRESS PAYMENT #44	57,875.00

Water Systems

00417637	PACE SUPPLY CORP	METER BOX LIDS	29,669.82
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621 Sewer Fund

Non departmental

Swr-Wastewater Administration

00417444	AT AND T MCI	MODEM	64.21
00417477	DELTA DIABLO	HOUSEHOLD HAZARDOUS WASTE	19,466.46
00417490	G AND S PAVING	SERVICE CUT PAVING	19,796.69
00417494	HAWTHORN VENTURES LLC	UNIFORMS	6,526.94
00417502	ISINGS CULLIGAN	WATER	25.46
00417503	JACK DOHENY COMPANY	CAMERA REPAIRS	3,594.52
00417527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	741.23
00417534	PONDER ENVIRONMENTAL SERVICES INC	SEWER GRIT HAULING	8,212.12
00417538	ROBERTS AND BRUNE CO	PIPE FITTINGS	4,901.25
00417566	VERIZON WIRELESS	DATA USAGE	2,180.29



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 17 - JANUARY 29, 2025

00417607	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	264.45
00417612	GRANITE CONSTRUCTION CO	EZ STREET	2,452.91
00417663	WECO INDUSTRIES INC	SUPLIES	1,575.41
00950176	GRAINGER INC	SUPPLIES	190.64
00950181	INFOSEND INC	PRINT AND MAIL SERVICES	3,411.06
00950192	DELL COMPUTER CORP	COMPUTER EQUIPMENT	1,934.46
631	Marina Fund		
Non departmental			
00417650	STATE BOARD OF EQUALIZATION	MARINA DIESEL TAX	959.00
Marina Administration			
00417494	HAWTHORN VENTURES LLC	UNIFORMS	306.40
00417527	PACIFIC GAS AND ELECTRIC CO	GAS	6,722.12
00417579	BAY ALARM COMPANY	SERVICE CALL	1,419.16



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 11, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Jorge Rojas Jr, City Treasurer *JR*

SUBJECT: Approval of Treasurer's Report for November, 2024

RECOMMENDED ACTION

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

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

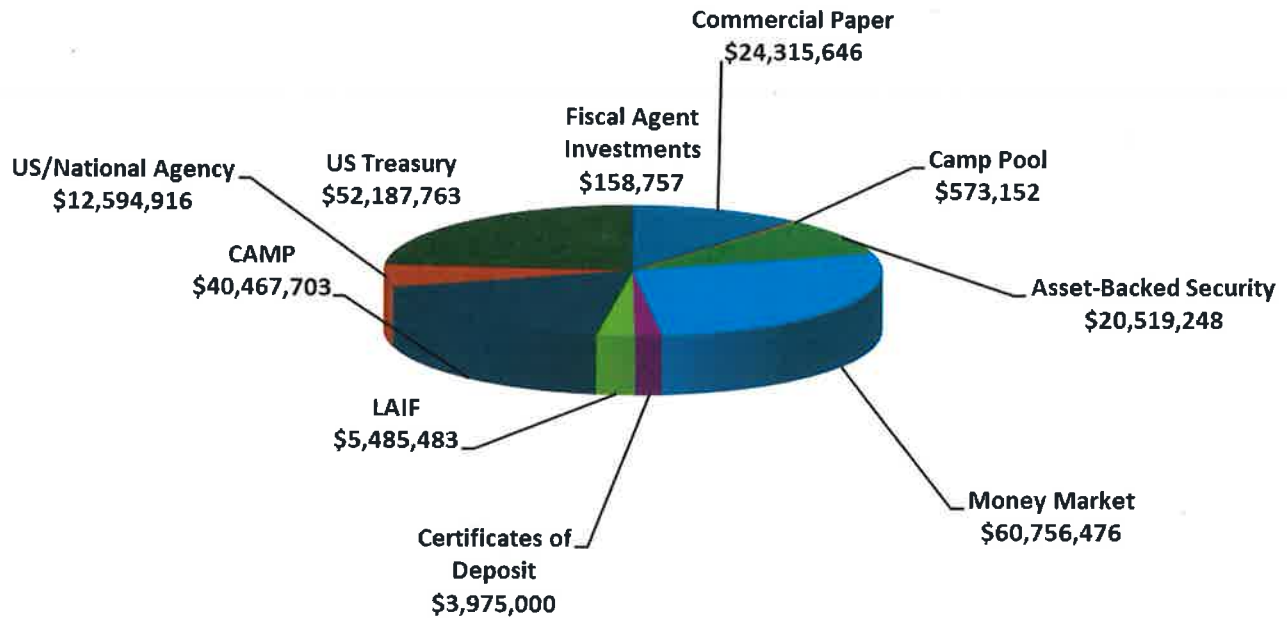
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting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

ATTACHMENTS

A. City Treasurer's Report

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

NOVEMBER 30, 2024



Total of City and Fiscal Agent Investments = \$221,034,144

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.


Jorge Rojas Jr.
City Treasurer


Dawn Merchant
Finance Director

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

	<u>Amount</u>
Antioch Public Financing Authority 2015 Refunding Bonds (02 Lease Rev)	3,644
Antioch Development Agency 2009 Tax Allocation Bonds	155,113
	<u><u>\$158,757</u></u>



Consolidated Summary Statement

Account Statement

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

City of Antioch

Portfolio Summary			
Portfolio Holdings	Cash Dividends and Income	Closing Market Value	Current Yield
CAMP Pool	163,228.16	41,040,855.46	4.81 %
CAMP Managed Account	587,552.14	113,813,137.96	* N/A
Total	\$750,780.30	\$154,853,993.42	

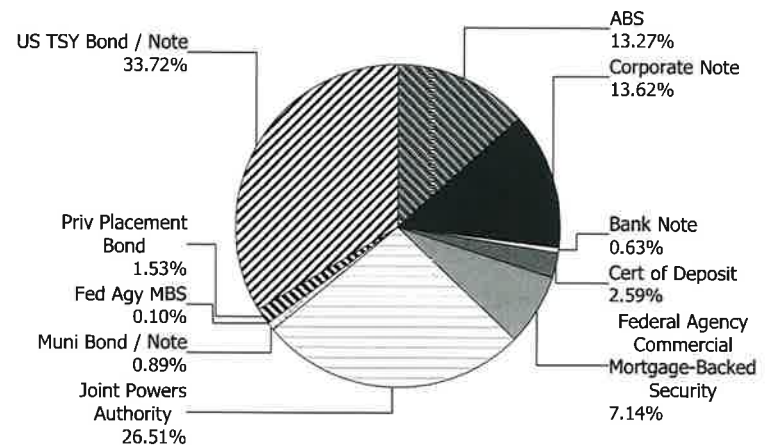
* Not Applicable

Investment Allocation		
Investment Type	Closing Market Value	Percent
Asset-Backed Security	20,556,407.99	13.27
Corporate Note	21,093,345.81	13.62
Bank Note	981,398.38	0.63
Certificate of Deposit	4,014,631.20	2.59
Federal Agency Commercial Mortgage-Backed Se	11,056,149.62	7.14
Joint Powers Authority	41,040,855.46	26.51
Municipal Bond / Note	1,375,700.55	0.89
Federal Agency Mortgage-Backed Security	162,200.86	0.10
Corporate Note	2,369,046.88	1.53
U.S. Treasury Bond / Note	52,204,256.67	33.72
Total	\$154,853,993.42	100.00%

Maturity Distribution (Fixed Income Holdings)

Portfolio Holdings	Closing Market Value	Percent
Under 30 days	41,040,855.46	26.51
31 to 60 days	0.00	0.00
61 to 90 days	0.00	0.00
91 to 180 days	347,974.56	0.22
181 days to 1 year	3,840,832.10	2.48
1 to 2 years	41,200,472.92	26.61
2 to 3 years	54,372,114.92	35.11
3 to 4 years	7,243,626.33	4.68
4 to 5 years	6,645,916.27	4.29
Over 5 years	162,200.86	0.10
Total	\$154,853,993.42	100.00%

Weighted Average Days to Maturity 614





Consolidated Summary Statement

Account Statement

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

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	40,306,789.97	160,913.48	0.00	0.00	0.00	40,467,703.45	160,913.48
6090-002	Investment Portfolio	114,378,737.07	5,011,199.29	(5,049,009.08)	0.00	45,362.69	114,386,289.97	589,866.82
Total		\$154,685,527.04	\$5,172,112.77	(\$5,049,009.08)	\$0.00	\$45,362.69	\$154,853,993.42	\$750,780.30



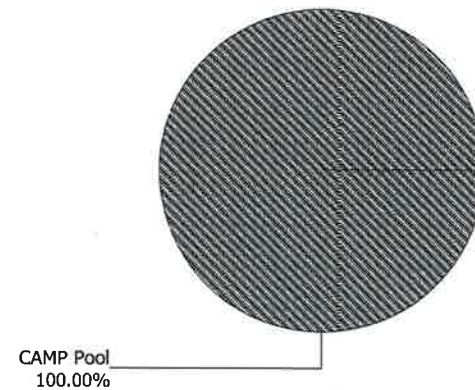
Account Statement - Transaction Summary

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

City of Antioch - City of Antioch - 6090-001

CAMP Pool	
Opening Market Value	40,306,789.97
Purchases	160,913.48
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$40,467,703.45
Cash Dividends and Income	160,913.48

Asset Summary		
	November 30, 2024	October 31, 2024
CAMP Pool	40,467,703.45	40,306,789.97
Total	\$40,467,703.45	\$40,306,789.97
Asset Allocation		





Account Statement

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

City of Antioch - City of Antioch - 6090-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					40,306,789.97
11/29/24	12/02/24	Accrual Income Div Reinvestment - Distributions	1.00	160,913.48	40,467,703.45
Closing Balance					40,467,703.45

	Month of November	Fiscal YTD July-November
Opening Balance	40,306,789.97	34,635,372.65
Purchases	160,913.48	5,832,330.80
Redemptions (Excl. Checks)	0.00	0.00
Check Disbursements	0.00	0.00
Closing Balance	40,467,703.45	40,467,703.45
Cash Dividends and Income	160,913.48	832,330.80

Closing Balance	40,467,703.45
Average Monthly Balance	40,317,517.54
Monthly Distribution Yield	4.87%



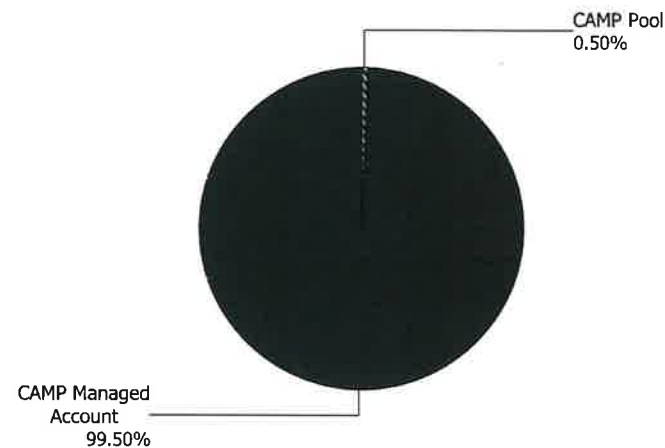
Account Statement - Transaction Summary

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

City of Antioch - Investment Portfolio - 6090-002

CAMP Pool	
Opening Market Value	549,107.28
Purchases	4,492,712.49
Redemptions	(4,468,667.76)
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$573,152.01
Cash Dividends and Income	2,314.68
CAMP Managed Account	
Opening Market Value	113,829,629.79
Purchases	518,486.80
Redemptions	(580,341.32)
Unsettled Trades	0.00
Change in Value	45,362.69
Closing Market Value	\$113,813,137.96
Cash Dividends and Income	587,552.14

Asset Summary		
	November 30, 2024	October 31, 2024
CAMP Pool	573,152.01	549,107.28
CAMP Managed Account	113,813,137.96	113,829,629.79
Total	\$114,386,289.97	\$114,378,737.07
Asset Allocation		





Managed Account Summary Statement

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

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

Transaction Summary - Money Market		Transaction Summary - Managed Account		Account Total	
Opening Market Value	\$549,107.28	Opening Market Value	\$113,829,629.79	Opening Market Value	\$114,378,737.07
Purchases	4,492,712.49	Maturities/Calls	(580,341.32)		
Redemptions	(4,468,667.76)	Principal Dispositions	0.00		
		Principal Acquisitions	518,486.80		
		Unsettled Trades	0.00		
		Change in Current Value	45,362.69		
Closing Market Value	\$573,152.01	Closing Market Value	\$113,813,137.96	Closing Market Value	\$114,386,289.97
Dividend	2,314.68				

Earnings Reconciliation (Cash Basis) - Managed Account		Cash Balance	
Interest/Dividends/Coupons Received	543,503.58	Closing Cash Balance	\$0.00
Less Purchased Interest Related to Interest/Coupons	(5,115.43)		
Plus Net Realized Gains/Losses	49,163.99		
Total Cash Basis Earnings	\$587,552.14		

Earnings Reconciliation (Accrual Basis)		Managed Account	Total	Cash Transactions Summary- Managed Account	
Ending Amortized Value of Securities	113,592,573.42	114,165,725.43		Maturities/Calls	0.00
Ending Accrued Interest	881,551.77	881,551.77		Sale Proceeds	3,335,285.87
Plus Proceeds from Sales	0.00	4,468,667.76		Coupon/Interest/Dividend Income	515,585.11
Plus Proceeds of Maturities/Calls/Principal Payments	580,341.32	580,341.32		Principal Payments	580,341.32
Plus Coupons/Dividends Received	515,585.11	515,585.11		Security Purchases	(4,400,909.84)
Less Cost of New Purchases	(518,486.80)	(5,011,199.29)		Net Cash Contribution	(30,302.46)
Less Beginning Amortized Value of Securities	(113,625,777.06)	(114,174,884.34)		Reconciling Transactions	0.00
Less Beginning Accrued Interest	(1,007,374.14)	(1,007,374.14)			
Dividends	0.00	2,314.68			
Total Accrual Basis Earnings	\$418,413.62	\$420,728.30			



Portfolio Summary and Statistics

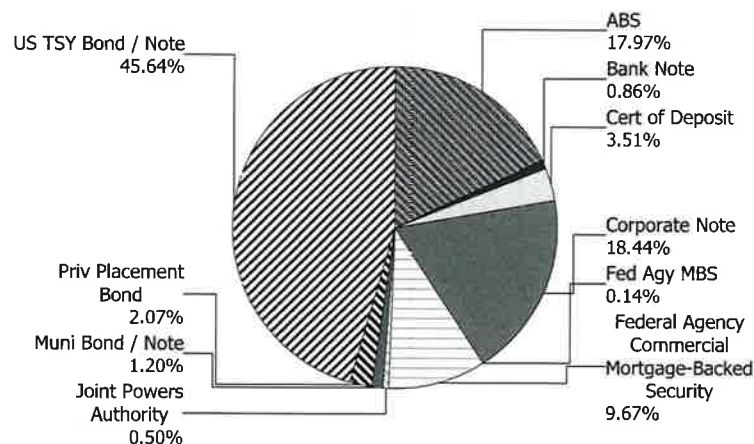
For the Month Ending **November 30, 2024**

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

Account Summary

Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	52,285,000.00	52,204,256.67	45.64
Municipal Bond / Note	1,435,000.00	1,375,700.55	1.20
Federal Agency Mortgage-Backed Security	168,924.04	162,200.86	0.14
Federal Agency Commercial	11,426,781.31	11,056,149.62	9.67
Mortgage-Backed Security			
Corporate Note	23,435,000.00	23,462,392.69	20.51
Certificate of Deposit	3,975,000.00	4,014,631.20	3.51
Bank Note	975,000.00	981,398.38	0.86
Asset-Backed Security	20,521,038.35	20,556,407.99	17.97
Managed Account Sub-Total	114,221,743.70	113,813,137.96	99.50%
Accrued Interest		881,551.77	
Total Portfolio	114,221,743.70	114,694,689.73	
CAMP Pool	573,152.01	573,152.01	0.50
Total Investments	114,794,895.71	115,267,841.74	100.00%

Sector Allocation

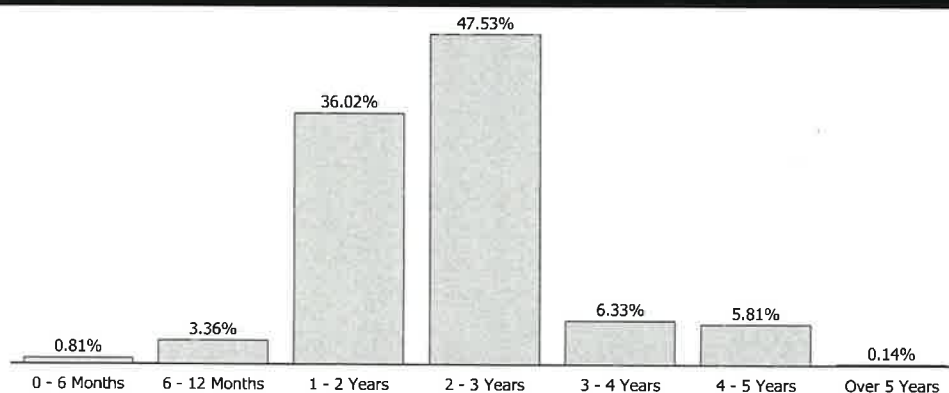


Unsettled Trades

0.00

0.00

Maturity Distribution



Characteristics

Yield to Maturity at Cost	4.43%
Yield to Maturity at Market	4.42%
Weighted Average Days to Maturity	836



Managed Account Issuer Summary

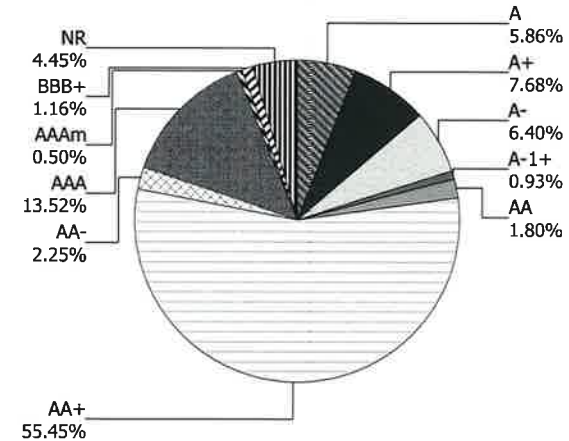
For the Month Ending **November 30, 2024**

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

Issuer Summary

Issuer	Market Value of Holdings	Percent
Accenture PLC	444,801.15	0.39
Adobe Inc	338,737.60	0.30
Ally Auto Receivables Trust	1,168,470.20	1.02
American Express Co	1,251,427.56	1.09
ANZ Group Holdings Ltd	377,752.50	0.33
AstraZeneca PLC	408,649.46	0.36
BA Credit Card Trust	270,959.04	0.24
Bank of America Corp	1,099,184.71	0.96
Bank of New York Mellon Corp	523,356.75	0.46
Bayerische Motoren Werke AG	854,253.95	0.75
BlackRock Inc	558,876.68	0.49
BMW Vehicle Lease Trust	767,026.28	0.67
BP PLC	608,758.20	0.53
Bristol-Myers Squibb Co	161,798.88	0.14
CAMP Pool	573,152.01	0.50
Capital One Financial Corp	1,063,555.33	0.93
CarMax Inc	1,168,863.59	1.02
Charles Schwab Corp	461,943.10	0.40
Chase Auto Owner Trust	697,535.14	0.61
Cintas Corp	347,974.56	0.30
Cisco Systems Inc	676,283.26	0.59
Citigroup Inc	947,707.40	0.83
Cooperatieve Rabobank UA	1,068,460.05	0.93
Credit Agricole Group	823,567.80	0.72
Deere & Co	834,543.60	0.73
Discover Card Execution Note Trust	1,895,532.20	1.66
Eli Lilly & Co	856,285.50	0.75
Federal Home Loan Mortgage Corp	10,180,737.71	8.90
Federal National Mortgage Association	1,037,612.77	0.91
Fifth Third Auto Trust	566,195.28	0.49
Ford Credit Auto Owner Trust	1,654,991.34	1.45
GM Financial Consumer Automobile Receiv	832,117.51	0.73

Credit Quality (S&P Ratings)





Managed Account Issuer Summary

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

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

Issuer	Market Value of Holdings	Percent
Goldman Sachs Group Inc	843,147.15	0.74
Harley-Davidson Inc	522,471.65	0.46
Home Depot Inc	485,209.95	0.42
Honda Auto Receivables Owner Trust	697,647.21	0.61
Honda Motor Co Ltd	828,768.65	0.72
Honeywell International Inc	553,948.45	0.48
Hormel Foods Corp	236,932.17	0.21
Huntington Bancshares Inc/OH	323,151.68	0.28
Hyundai Auto Receivables Trust	1,191,177.06	1.04
JPMorgan Chase & Co	2,172,419.87	1.90
Kubota Credit Owner Trust	1,550,050.65	1.36
Mastercard Inc	248,423.25	0.22
Mercedes-Benz Auto Receivables Trust	648,839.08	0.57
Mercedes-Benz Group AG	829,334.48	0.73
Morgan Stanley	1,141,679.28	1.00
National Australia Bank Ltd	519,785.12	0.45
National Rural Utilities Cooperative Fi	851,152.20	0.74
Nissan Auto Receivables Owner Trust	1,122,196.87	0.98
Nordea Bank Abp	1,061,059.65	0.93
PACCAR Inc	607,508.98	0.53
PNC Financial Services Group Inc	874,387.58	0.76
Roche Holding AG	685,458.45	0.60
State Board of Administration Finance C	1,375,700.55	1.20
State Street Corp	1,462,573.75	1.28
Texas Instruments Inc	276,519.93	0.24
Toronto-Dominion Bank	1,061,543.70	0.93
Toyota Auto Receivables Owner Trust	1,390,118.99	1.22
Toyota Motor Corp	851,508.23	0.74
Truist Financial Corp	786,326.73	0.69
Unilever PLC	448,852.94	0.39
United States Treasury	52,204,256.67	45.65
USAA Auto Owner Trust	267,662.99	0.23
Wells Fargo & Co	1,275,253.50	1.11



Managed Account Issuer Summary

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

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

Issuer	Market Value of Holdings	Percent
WF Card Issuance Trust	398,414.80	0.35
World Omni Auto Trust	71,696.65	0.06
Total	\$114,386,289.97	100.00%



Managed Account Detail of Securities Held

For the Month Ending **November 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
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 04/01/2024 4.500% 03/31/2026	91282CKH3	1,100,000.00	AA+	Aaa	04/11/24	04/16/24	1,090,804.69	4.95	8,431.32	1,093,659.93	1,102,835.80
US TREASURY N/B DTD 04/17/2023 3.750% 04/15/2026	91282CGV7	2,550,000.00	AA+	Aaa	05/01/23	05/03/23	2,544,123.05	3.83	12,347.18	2,547,274.14	2,532,170.40
US TREASURY N/B DTD 05/15/2023 3.625% 05/15/2026	91282CHB0	4,350,000.00	AA+	Aaa	06/01/23	06/05/23	4,307,349.61	3.98	6,969.61	4,328,972.37	4,311,428.55
US TREASURY N/B DTD 06/15/2023 4.125% 06/15/2026	91282CHH7	2,150,000.00	AA+	Aaa	06/29/23	06/29/23	2,129,003.91	4.48	40,951.33	2,139,113.86	2,145,801.05
US TREASURY N/B DTD 07/17/2023 4.500% 07/15/2026	91282CHM6	3,025,000.00	AA+	Aaa	08/01/23	08/03/23	3,020,155.28	4.56	51,416.78	3,022,341.48	3,036,933.62
US TREASURY N/B DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	2,250,000.00	AA+	Aaa	09/06/23	09/11/23	2,228,554.69	4.73	28,889.27	2,237,522.00	2,255,449.50
US TREASURY N/B 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	41,728.94	3,250,968.90	3,257,871.50
US TREASURY N/B 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	10,220.99	5,023,713.94	5,039,065.00
US TREASURY N/B 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	82,826.16	4,122,371.39	4,114,415.60
US TREASURY N/B DTD 01/16/2024 4.000% 01/15/2027	91282CJT9	1,425,000.00	AA+	Aaa	02/08/24	02/09/24	1,415,704.10	4.24	21,529.89	1,418,159.67	1,419,934.12
US TREASURY N/B DTD 01/16/2024 4.000% 01/15/2027	91282CJT9	1,625,000.00	AA+	Aaa	02/02/24	02/06/24	1,617,446.29	4.17	24,551.63	1,619,459.75	1,619,223.12
US TREASURY N/B 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	6,355.64	520,768.49	524,425.65
US TREASURY N/B 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	18,158.97	1,494,760.62	1,498,359.00
US TREASURY N/B DTD 03/15/2024 4.250% 03/15/2027	91282CKE0	2,250,000.00	AA+	Aaa	04/02/24	04/04/24	2,233,740.23	4.51	20,340.12	2,237,196.36	2,254,306.50



Managed Account Detail of Securities Held

For the Month Ending **November 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
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 04/15/2024 4.500% 04/15/2027	91282CKJ9	2,710,000.00	AA+	Aaa	05/09/24	05/10/24	2,698,143.75	4.66	15,746.29	2,700,293.32	2,730,747.76
US TREASURY N/B DTD 05/15/2024 4.500% 05/15/2027	91282CKR1	525,000.00	AA+	Aaa	06/10/24	06/12/24	522,518.55	4.67	1,044.20	522,894.38	529,204.20
US TREASURY N/B DTD 05/15/2024 4.500% 05/15/2027	91282CKR1	2,800,000.00	AA+	Aaa	06/07/24	06/10/24	2,788,515.63	4.65	5,569.06	2,790,270.12	2,822,422.40
US TREASURY N/B DTD 07/15/2024 4.375% 07/15/2027	91282CKZ3	950,000.00	AA+	Aaa	08/02/24	08/05/24	961,763.67	3.92	15,698.88	960,546.49	955,715.20
US TREASURY N/B DTD 09/16/2024 3.375% 09/15/2027	91282CLL3	2,900,000.00	AA+	Aaa	10/02/24	10/04/24	2,885,386.72	3.56	20,818.72	2,886,147.10	2,843,812.50
US TREASURY N/B DTD 09/16/2024 3.375% 09/15/2027	91282CLL3	3,250,000.00	AA+	Aaa	09/17/24	09/18/24	3,242,001.95	3.46	23,331.32	3,242,525.51	3,187,031.25
US TREASURY N/B DTD 10/15/2024 3.875% 10/15/2027	91282CLO2	1,300,000.00	AA+	Aaa	10/11/24	10/15/24	1,300,355.47	3.87	6,504.46	1,300,342.96	1,291,366.70
US TREASURY N/B DTD 10/15/2024 3.875% 10/15/2027	91282CLO2	2,750,000.00	AA+	Aaa	10/31/24	11/01/24	2,727,871.09	4.17	13,759.44	2,728,460.34	2,731,737.25
Security Type Sub-Total		52,285,000.00					52,144,282.44	4.23	477,190.20	52,187,763.12	52,204,256.67
Municipal Bond / Note											
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	235,000.00	AA	Aa2	09/03/20	09/16/20	235,000.00	1.26	1,231.79	235,000.00	230,443.59
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	575,000.00	AA	Aa2	11/21/22	11/23/22	519,690.75	5.26	3,013.96	562,617.33	563,851.33
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.705% 07/01/2027	341271AE4	625,000.00	AA	Aa2	10/11/24	10/15/24	579,431.25	4.60	4,440.10	581,447.20	581,405.63
Security Type Sub-Total		1,435,000.00					1,334,122.00	4.31	8,685.85	1,379,064.53	1,375,700.55
Federal Agency Mortgage-Backed Security											



Managed Account Detail of Securities Held

For the Month Ending **November 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
Federal Agency Mortgage-Backed Security											
FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	168,924.04	AA+	Aaa	08/03/21	08/17/21	180,009.68	2.35	422.31	176,868.13	162,200.86
Security Type Sub-Total		168,924.04					180,009.68	2.35	422.31	176,868.13	162,200.86
Federal Agency Commercial Mortgage-Backed Security											
FHMS K053 A2 DTD 03/01/2016 2.995% 12/01/2025	3137BN6G4	550,000.00	AA+	Aaa	08/04/22	08/09/22	543,662.11	3.35	1,372.71	547,998.56	541,893.55
FHMS K054 A2 DTD 04/01/2016 2.745% 01/01/2026	3137BNGT5	1,125,000.00	AA+	Aaa	05/11/23	05/16/23	1,087,470.70	4.05	2,573.44	1,108,965.81	1,102,842.00
FNA 2016-M3 A2 DTD 03/01/2016 2.702% 02/01/2026	3136ARTE8	274,061.10	AA+	Aaa	08/31/22	09/06/22	264,779.41	3.74	617.09	270,761.60	267,936.93
FHMS K057 A2 DTD 09/01/2016 2.570% 07/01/2026	3137BROJ7	575,000.00	AA+	Aaa	03/02/23	03/07/23	534,705.08	4.81	1,231.46	555,348.78	558,680.93
FHMS K057 A2 DTD 09/01/2016 2.570% 07/01/2026	3137BROJ7	575,000.00	AA+	Aaa	05/18/23	05/23/23	546,744.14	4.22	1,231.46	560,302.99	558,680.93
FHMS K736 A2 DTD 09/01/2019 2.282% 07/01/2026	3137FNWX4	598,817.66	AA+	Aaa	07/19/24	07/24/24	572,011.22	4.61	1,138.75	576,516.53	580,009.40
FHMS K058 A2 DTD 11/01/2016 2.653% 08/01/2026	3137BSP72	855,000.00	AA+	Aaa	04/06/23	04/12/23	818,996.48	3.98	1,890.26	836,478.81	828,817.34
FNA 2016-M12 A2 DTD 11/01/2016 2.524% 09/01/2026	3136AUKX8	630,288.26	AA+	Aaa	12/11/23	12/14/23	591,953.93	4.78	1,060.56	604,590.96	607,474.98
FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	488,535.17	AA+	Aaa	11/27/23	11/30/23	465,501.51	5.09	1,362.61	473,236.53	477,406.83
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	4.72	1,422.08	487,354.89	489,678.50
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	4.70	1,429.17	487,263.37	489,440.50
FHMS K065 A2 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	552,588.71	559,097.80



Managed Account Detail of Securities Held

For the Month Ending **November 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
Federal Agency Commercial Mortgage-Backed Security											
FHMS K067 A2 DTD 09/01/2017 3.194% 07/01/2027	3137FAWS3	575,000.00	AA+	Aaa	06/24/24	06/27/24	548,585.94	4.84	1,530.46	551,417.37	556,829.43
FHMS K068 A2 DTD 10/01/2017 3.244% 08/01/2027	3137FBBX3	575,000.00	AA+	Aaa	06/17/24	06/21/24	548,541.02	4.80	1,554.42	551,984.81	557,167.53
FHMS K068 A2 DTD 10/01/2017 3.244% 08/01/2027	3137FBBX3	575,000.00	AA+	Aaa	08/14/24	08/19/24	559,569.34	4.19	1,554.42	560,929.55	557,167.53
FHMS K069 A2 DTD 11/01/2017 3.187% 09/01/2027	3137FBU79	571,092.30	AA+	Aaa	06/17/24	06/21/24	543,474.63	4.78	1,516.73	546,971.00	552,878.45
FHMS K739 A2 DTD 11/01/2020 1.336% 09/01/2027	3137F64P9	1,245,000.00	AA+	Aaa	10/30/24	11/04/24	1,149,436.52	4.14	1,386.10	1,151,760.50	1,151,725.85
FHMS KJ28 A2 DTD 02/01/2020 2.308% 10/01/2027	3137FREE7	421,662.40	AA+	Aaa	12/06/23	12/11/23	395,292.04	4.05	811.00	401,502.13	403,790.24
FHMS K073 A1 DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	217,324.41	AA+	Aaa	12/08/22	12/13/22	210,787.71	3.93	606.70	213,010.56	214,630.90
Security Type Sub-Total		11,426,781.31					10,887,594.79	4.40	25,843.36	11,038,983.46	11,056,149.62
Corporate Note											
CINTAS CORPORATION NO. 2 (CALLABLE) 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	416.86	144,940.83	144,160.89
CINTAS CORPORATION NO. 2 (CALLABLE) 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	589.36	204,993.72	203,813.67
TRUIST FINANCIAL CORP (CALLABLE) DTD 06/05/2018 3.700% 06/05/2025	05531FBE2	475,000.00	A-	Baa1	02/07/22	02/09/22	499,358.00	2.09	8,592.22	478,217.09	472,324.33
CITIGROUP INC DTD 01/12/2016 3.700% 01/12/2026	172967KG5	450,000.00	BBB+	A3	04/27/23	05/01/23	438,070.50	4.76	6,428.75	445,073.40	445,037.40
STATE STREET CORP (CALLABLE) DTD 02/07/2022 1.746% 02/06/2026	857477BR3	225,000.00	A	Aa3	02/02/22	02/07/22	225,000.00	1.75	1,254.94	225,000.00	223,593.53



Managed Account Detail of Securities Held

For the Month Ending **November 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											
MORGAN STANLEY (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026	61747YEM3	585,000.00	A-	A1	02/16/22	02/18/22	585,000.00	2.63	4,401.96	585,000.00	582,151.63
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 02/09/2023 4.450% 03/13/2026	63743HFH0	275,000.00	A-	A2	02/03/23	02/09/23	273,979.75	4.58	2,651.46	274,576.88	274,354.85
STATE STREET CORP (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	510,000.00	A	Aa3	02/17/22	02/22/22	520,266.30	2.38	2,506.95	511,092.74	506,659.50
BANK OF AMERICA CORP DTD 04/19/2016 3.500% 04/19/2026	06051GFX2	425,000.00	A-	A1	05/10/23	05/12/23	412,288.25	4.60	1,735.42	419,010.93	418,704.48
WELLS FARGO & COMPANY DTD 04/22/2016 3.000% 04/22/2026	949746RW3	450,000.00	BBB+	A1	03/28/23	03/30/23	423,396.00	5.11	1,462.50	437,905.08	439,538.40
CHARLES SCHWAB CORP (CALLABLE) DTD 05/13/2021 1.150% 05/13/2026	808513BR5	485,000.00	A-	A2	08/01/24	08/05/24	454,512.90	4.90	278.88	459,852.45	461,943.10
TOYOTA MOTOR CREDIT CORP DTD 05/18/2023 4.450% 05/18/2026	89236TKT1	250,000.00	A+	A1	05/16/23	05/18/23	250,097.50	4.44	401.74	250,047.58	249,937.50
AMERICAN HONDA FINANCE DTD 07/07/2023 5.250% 07/07/2026	02665WEK3	100,000.00	A-	A3	07/21/23	07/25/23	100,504.00	5.06	2,100.00	100,273.36	101,015.40
AMERICAN HONDA FINANCE DTD 07/07/2023 5.250% 07/07/2026	02665WEK3	140,000.00	A-	A3	07/06/23	07/10/23	139,102.60	5.49	2,940.00	139,520.05	141,421.56
AMERICAN HONDA FINANCE 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	3,885.00	184,878.64	186,878.49
BANK OF NY MELLON CORP (CALLABLE) DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	165,000.00	A	Aa3	07/19/22	07/26/22	165,000.00	4.41	2,569.32	165,000.00	164,483.55
BANK OF NY MELLON CORP (CALLABLE) DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	360,000.00	A	Aa3	07/20/22	07/26/22	361,173.60	4.32	5,605.78	360,483.97	358,873.20
TRUIST FINANCIAL CORP (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	140,000.00	A-	Baa1	07/25/22	07/28/22	140,000.00	4.26	2,037.70	140,000.00	139,556.62
TRUIST FINANCIAL CORP (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	175,000.00	A-	Baa1	07/26/22	07/28/22	175,175.00	4.23	2,547.13	175,072.55	174,445.78



Managed Account Detail of Securities Held

For the Month Ending **November 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											
STATE STREET CORP (CALLABLE) DTD 08/03/2023 5.272% 08/03/2026	857477CD3	300,000.00	A	Aa3	07/31/23	08/03/23	300,000.00	5.27	5,184.13	300,000.00	303,520.80
MERCEDES-BENZ FIN NA 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	7,670.00	448,438.49	453,203.10
CITIBANK NA (CALLABLE) DTD 08/06/2024 4.929% 08/06/2026	17325FBJ6	500,000.00	A+	Aa3	07/30/24	08/06/24	500,000.00	4.93	7,872.71	500,000.00	502,670.00
PACCAR FINANCIAL CORP 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	5,060.52	324,908.37	328,185.98
BMW US CAPITAL LLC DTD 08/13/2024 4.650% 08/13/2026	05565ECP8	300,000.00	A	A2	08/07/24	08/13/24	299,994.00	4.65	4,185.00	299,995.15	300,250.50
BANK OF AMERICA NA (CALLABLE) 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	8,695.78	550,000.00	558,855.55
HOME DEPOT INC (CALLABLE) DTD 12/04/2023 4.950% 09/30/2026	437076CV2	235,000.00	A	A2	11/27/23	12/04/23	234,485.35	5.04	1,971.06	234,658.72	237,216.05
AMERICAN HONDA FINANCE DTD 09/05/2024 4.400% 10/05/2026	02665WFP1	400,000.00	A-	A3	09/04/24	09/05/24	400,100.00	4.39	4,204.44	400,088.96	399,453.20
STATE STREET CORP (CALLABLE) DTD 11/04/2022 5.751% 11/04/2026	857477BX0	425,000.00	A	Aa3	11/03/22	11/07/22	424,409.25	5.79	1,833.13	424,715.11	428,799.92
AMERICAN EXPRESS CO (CALLABLE) DTD 11/04/2021 1.650% 11/04/2026	025816CM9	425,000.00	A-	A2	06/18/24	06/21/24	391,102.00	5.27	525.94	397,144.00	401,934.83
ROCHE HOLDINGS INC (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	5.09	1,776.94	677,073.94	685,458.45
GOLDMAN SACHS GROUP INC (CALLABLE) 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	656.25	434,784.40	439,829.55
WELLS FARGO BANK NA (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	20,468.71	825,000.00	835,715.10
MERCEDES-BENZ FIN NA 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	7,000.00	374,725.56	376,131.38



Managed Account Detail of Securities Held

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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											
AUST & NZ BANKING GRP NY 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	6,580.73	375,000.00	377,752.50
TEXAS INSTRUMENTS INC (CALLABLE) DTD 02/08/2024 4.600% 02/08/2027	882508CE2	275,000.00	A+	Aa3	02/05/24	02/08/24	274,824.00	4.62	3,970.69	274,869.98	276,519.93
ELI LILLY & CO (CALLABLE) DTD 02/09/2024 4.500% 02/09/2027	532457CJ5	555,000.00	A+	A1	02/07/24	02/09/24	554,705.85	4.52	7,770.00	554,782.68	557,275.50
BRISTOL-MYERS SQUIBB CO (CALLABLE) DTD 02/22/2024 4.900% 02/22/2027	110122EE4	160,000.00	A	A2	02/14/24	02/22/24	159,827.20	4.94	2,156.00	159,869.78	161,798.88
ASTRAZENECA FINANCE LLC (CALLABLE) DTD 02/26/2024 4.800% 02/26/2027	04636NAK9	405,000.00	A+	A2	02/21/24	02/26/24	404,319.60	4.86	5,130.00	404,484.49	408,649.46
CISCO SYSTEMS INC (CALLABLE) DTD 02/26/2024 4.800% 02/26/2027	17275RBO4	670,000.00	AA-	A1	02/21/24	02/26/24	669,129.00	4.85	8,486.67	669,340.62	676,283.26
JOHN DEERE CAPITAL CORP DTD 03/07/2024 4.850% 03/05/2027	24422EXM6	275,000.00	A	A1	03/05/24	03/07/24	275,176.00	4.83	3,186.18	275,135.63	277,827.00
TOYOTA MOTOR CREDIT CORP DTD 03/21/2024 5.000% 03/19/2027	89236TLY9	100,000.00	A+	A1	03/18/24	03/21/24	99,879.00	5.04	1,000.00	99,905.63	101,159.60
TOYOTA MOTOR CREDIT CORP DTD 03/21/2024 5.000% 03/19/2027	89236TLY9	125,000.00	A+	A1	03/19/24	03/21/24	125,110.00	4.97	1,250.00	125,085.88	126,449.50
HORMEL FOODS CORP (CALLABLE) DTD 03/08/2024 4.800% 03/30/2027	440452AK6	235,000.00	A-	A1	03/05/24	03/08/24	234,772.05	4.84	1,911.33	234,834.48	236,932.17
BMW US CAPITAL LLC DTD 04/02/2024 4.900% 04/02/2027	05565ECH6	550,000.00	A	A2	03/25/24	04/02/24	549,345.50	4.94	4,416.81	549,483.29	554,003.45
ADOBE INC (CALLABLE) DTD 04/04/2024 4.850% 04/04/2027	00724PAE9	335,000.00	A+	A1	04/01/24	04/04/24	334,832.50	4.87	2,572.52	334,867.39	338,737.60
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 05/10/2024 5.100% 05/06/2027	63743HFR8	80,000.00	A-	A2	05/08/24	05/10/24	79,985.60	5.11	283.33	79,988.26	81,086.24
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 05/10/2024 5.100% 05/06/2027	63743HFR8	245,000.00	A-	A2	05/07/24	05/10/24	244,848.10	5.12	867.71	244,875.00	248,326.61



Managed Account Detail of Securities Held

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

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Corporate Note											
PACCAR FINANCIAL CORP DTD 05/13/2024 5.000% 05/13/2027	69371RT22	275,000.00	A+	A1	05/06/24	05/13/24	274,788.25	5.03	687.50	274,825.23	279,323.00
GOLDMAN SACHS BANK USA (CALLABLE) DTD 05/21/2024 5.414% 05/21/2027	38151LAG5	45,000.00	A+	A1	05/17/24	05/21/24	44,953.65	5.45	67.68	44,961.36	45,373.23
GOLDMAN SACHS BANK USA (CALLABLE) DTD 05/21/2024 5.414% 05/21/2027	38151LAG5	355,000.00	A+	A1	05/15/24	05/21/24	355,000.00	5.41	533.88	355,000.00	357,944.37
JOHN DEERE CAPITAL CORP DTD 06/11/2024 4.900% 06/11/2027	24422EXR5	550,000.00	A	A1	06/06/24	06/11/24	549,318.00	4.94	12,726.39	549,419.98	556,716.60
HOME DEPOT INC (CALLABLE) DTD 06/25/2024 4.875% 06/25/2027	437076DB5	245,000.00	A	A2	06/17/24	06/25/24	244,189.05	5.00	5,175.63	244,299.53	247,993.90
PNC FINANCIAL SERVICES (CALLABLE) DTD 07/23/2024 5.102% 07/23/2027	693475BY0	450,000.00	A-	A3	07/18/24	07/23/24	450,000.00	5.10	8,163.20	450,000.00	452,516.85
BLACKROCK FUNDING INC (CALLABLE) DTD 07/26/2024 4.600% 07/26/2027	09290DAH4	555,000.00	AA-	Aa3	07/17/24	07/26/24	554,983.35	4.60	8,864.58	554,986.29	558,876.68
HONEYWELL INTERNATIONAL (CALLABLE) DTD 08/01/2024 4.650% 07/30/2027	438516CX2	550,000.00	A	A2	07/29/24	08/01/24	549,983.50	4.65	8,525.00	549,986.37	553,948.45
UNILEVER CAPITAL CORP (CALLABLE) DTD 08/12/2024 4.250% 08/12/2027	904764BU0	225,000.00	A+	A1	08/07/24	08/12/24	224,399.25	4.35	2,895.31	224,457.18	224,426.47
UNILEVER CAPITAL CORP (CALLABLE) DTD 08/12/2024 4.250% 08/12/2027	904764BU0	225,000.00	A+	A1	08/08/24	08/12/24	224,736.75	4.29	2,895.31	224,762.39	224,426.47
ELI LILLY & CO (CALLABLE) DTD 08/14/2024 4.150% 08/14/2027	532457CP1	300,000.00	A+	A1	08/13/24	08/15/24	300,480.00	4.09	3,700.42	300,435.45	299,010.00
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 09/16/2024 4.120% 09/16/2027	63743HFT4	250,000.00	A-	A2	09/10/24	09/16/24	250,245.00	4.08	2,145.83	250,228.51	247,384.50
ACCENTURE CAPITAL INC (CALLABLE) DTD 10/04/2024 3.900% 10/04/2027	00440KAA1	160,000.00	AA-	Aa3	10/01/24	10/04/24	159,793.60	3.95	988.00	159,804.04	158,151.52
ACCENTURE CAPITAL INC (CALLABLE) DTD 10/04/2024 3.900% 10/04/2027	00440KAA1	290,000.00	AA-	Aa3	10/02/24	10/04/24	289,886.90	3.91	1,790.75	289,892.62	286,649.63



Managed Account Detail of Securities Held

For the Month Ending **November 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											
TOYOTA MOTOR CREDIT CORP DTD 10/10/2024 4.350% 10/08/2027	89236TMS1	375,000.00	A+	A1	10/08/24	10/10/24	375,082.50	4.34	2,310.94	375,079.66	373,961.63
NATIONAL AUSTRALIA BK/NY DTD 11/26/2024 4.500% 10/26/2027	632525CA7	520,000.00	AA-	Aa2	11/19/24	11/26/24	518,486.80	4.61	325.00	518,494.20	519,785.12
BP CAP MARKETS AMERICA (CALLABLE) DTD 05/17/2024 5.017% 11/17/2027	10373OBY5	600,000.00	A-	A1	05/15/24	05/17/24	600,000.00	5.02	1,170.63	600,000.00	608,758.20
MASTERCARD INC (CALLABLE) DTD 09/05/2024 4.100% 01/15/2028	57636QBA1	250,000.00	A+	Aa3	09/03/24	09/05/24	249,862.50	4.12	2,448.61	249,872.32	248,423.25
JPMORGAN CHASE & CO (CALLABLE) DTD 07/22/2024 4.979% 07/22/2028	46647PEL6	220,000.00	A	A1	07/16/24	07/22/24	220,103.40	4.97	3,925.11	220,092.04	221,428.24
JPMORGAN CHASE & CO (CALLABLE) DTD 07/22/2024 4.979% 07/22/2028	46647PEL6	355,000.00	A	A1	07/15/24	07/22/24	355,000.00	4.98	6,333.73	355,000.00	357,304.66
AMERICAN EXPRESS CO (CALLABLE) DTD 07/26/2024 5.043% 07/26/2028	025816DV8	110,000.00	A-	A2	07/22/24	07/26/24	110,000.00	5.04	1,926.15	110,000.00	110,827.97
AMERICAN EXPRESS CO (CALLABLE) DTD 07/26/2024 5.043% 07/26/2028	025816DV8	165,000.00	A-	A2	07/23/24	07/26/24	165,140.25	5.02	2,889.22	165,125.13	166,241.96
Security Type Sub-Total		23,435,000.00					23,319,926.15	4.65	259,581.43	23,341,717.38	23,462,392.69
Certificate of Deposit											
TORONTO DOMINION BANK NY DTD 10/31/2022 5.600% 10/27/2025	89115B6K1	1,050,000.00	A-	A2	10/27/22	10/31/22	1,050,000.00	5.60	6,043.33	1,050,000.00	1,061,543.70
NORDEA BANK ABP NEW YORK DTD 11/03/2022 5.530% 11/03/2025	65558UYF3	1,050,000.00	A-1+	P-1	11/02/22	11/03/22	1,050,000.00	5.53	4,516.17	1,050,000.00	1,061,059.65
COOPERAT RABOBANK UA/NY DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	1,050,000.00	A+	Aa2	07/17/23	07/20/23	1,050,000.00	5.08	19,854.33	1,050,000.00	1,068,460.05
CREDIT AGRICOLE CIB NY DTD 02/05/2024 4.760% 02/01/2027	22536DWD6	825,000.00	A+	Aa3	02/01/24	02/05/24	825,000.00	4.76	32,725.00	825,000.00	823,567.80
Security Type Sub-Total		3,975,000.00					3,975,000.00	5.27	63,138.83	3,975,000.00	4,014,631.20



Managed Account Detail of Securities Held

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Bank Note											
PNC BANK NA (CALLABLE) DTD 06/01/2015 3.250% 06/01/2025	69353RE07	425,000.00	A	A2	08/09/22	08/11/22	417,775.00	3.89	6,906.25	423,712.38	421,870.73
MORGAN STANLEY BANK NA (CALLABLE) DTD 05/30/2024 5.504% 05/26/2028	61690U8B9	270,000.00	A+	Aa3	05/29/24	05/30/24	270,256.50	5.48	206.40	270,216.27	274,677.21
MORGAN STANLEY BANK NA (CALLABLE) DTD 05/30/2024 5.504% 05/26/2028	61690U8B9	280,000.00	A+	Aa3	05/28/24	05/30/24	280,000.00	5.50	214.04	280,000.00	284,850.44
Security Type Sub-Total		975,000.00					968,031.50	4.80	7,326.69	973,928.65	981,398.38
Asset-Backed Security											
KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	29,844.15	NR	Aaa	07/20/21	07/28/21	29,843.03	0.56	7.43	29,843.90	29,738.77
HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	52,286.49	NR	Aaa	11/16/21	11/24/21	52,275.46	0.89	12.73	52,283.47	51,778.89
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	30,853.90	AAA	NR	11/09/21	11/17/21	30,847.01	0.75	10.15	30,851.67	30,668.41
FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	60,455.04	AAA	NR	01/19/22	01/24/22	60,447.86	1.29	34.65	60,452.53	59,916.51
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	77,890.99	AAA	Aaa	07/21/21	07/28/21	77,878.18	0.56	19.04	77,886.95	77,150.01
BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	109,936.62	AAA	Aaa	05/10/22	05/18/22	109,930.91	3.21	58.82	109,934.30	109,325.04
COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	67,092.34	AAA	Aaa	10/19/21	10/27/21	67,091.07	0.77	22.96	67,091.87	66,335.87
WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	72,417.05	AAA	NR	10/26/21	11/03/21	72,407.19	0.82	26.07	72,413.32	71,696.65
KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	290,728.78	NR	Aaa	03/15/22	03/23/22	290,687.21	2.69	345.00	290,711.72	287,660.14
ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	199,054.28	AAA	Aaa	05/10/22	05/18/22	199,015.74	3.31	292.83	199,037.50	197,971.42



Managed Account Detail of Securities Held

For the Month Ending **November 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	66,963.44	AAA	NR	01/11/22	01/19/22	66,957.62	1.26	35.15	66,961.08	66,238.70
KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7	492,435.99	NR	Aaa	07/14/22	07/21/22	492,345.73	4.09	895.14	492,394.16	490,443.59
HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	166,726.63	AAA	Aaa	04/12/22	04/20/22	166,698.87	3.06	226.75	166,713.92	165,733.44
CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	177,654.74	AAA	Aaa	04/21/22	04/28/22	177,627.72	3.49	275.55	177,642.31	176,779.79
TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	171,176.77	AAA	NR	08/08/22	08/16/22	171,148.17	3.76	286.06	171,162.22	170,278.27
CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	371,551.20	AAA	NR	07/12/22	07/20/22	371,542.43	3.97	655.58	371,546.81	369,852.84
DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/15/2027	254683CS2	570,000.00	NR	Aaa	05/19/22	05/26/22	569,953.66	3.32	841.07	569,977.10	566,538.39
NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	397,037.05	AAA	Aaa	09/20/22	09/28/22	396,954.90	4.46	787.02	396,993.44	396,623.34
ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	627,548.84	AAA	Aaa	10/04/22	10/12/22	627,541.05	4.76	1,327.61	627,544.67	627,681.25
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	5.08	814.36	364,965.52	366,310.72
HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3	606,506.40	AAA	NR	11/01/22	11/09/22	606,503.49	5.39	1,452.92	606,504.79	609,344.85
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	664,956.13	660,764.62
CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	542,551.03	AAA	NR	10/26/22	10/31/22	542,423.81	5.35	1,287.65	542,479.12	545,080.95
MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	646,538.70	AAA	Aaa	11/15/22	11/22/22	646,410.81	5.21	1,497.10	646,465.52	648,839.08



Managed Account Detail of Securities Held

For the Month Ending **November 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											
TAOT 2022-D A3 DTD 11/08/2022 5.300% 09/15/2027	89239HAD0	237,963.10	NR	Aaa	11/01/22	11/08/22	237,939.61	5.30	560.54	237,949.60	239,186.94
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	339,999.90	339,968.04
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	269,992.23	270,853.20
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	349,962.41	351,423.80
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	499,942.65	501,066.50
HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0	355,824.81	NR	Aaa	02/13/23	02/23/23	355,788.98	5.05	798.63	355,802.18	356,738.21
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	274,981.13	275,137.22
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	419,984.08	420,780.78
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	294,994.63	294,800.58
BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028	05592XAD2	185,000.00	AAA	NR	07/11/23	07/18/23	184,967.22	5.47	168.65	184,976.97	186,652.98
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	669,974.06	668,229.19
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	169,994.75	171,761.54
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	269,957.01	270,959.04
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	299,981.31	301,569.60



Managed Account Detail of Securities Held

For the Month Ending **November 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											
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	720.53	309,997.04	312,541.07
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	164,995.40	166,627.23
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	1,376.35	559,974.15	566,195.28
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	864,812.84	875,726.87
BAAT 2024-1A A3 DTD 05/22/2024 5.350% 11/15/2028	09709AAC6	120,000.00	NR	Aaa	05/14/24	05/22/24	119,980.46	5.35	285.33	119,982.92	121,624.68
KCOT 2024-2A A3 DTD 06/25/2024 5.260% 11/15/2028	50117DAC0	370,000.00	NR	Aaa	06/18/24	06/25/24	369,991.12	5.26	864.98	369,992.09	375,897.43
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	389,943.16	394,262.31
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	319,990.52	323,151.68
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/16/2029	161571HV9	715,000.00	AAA	NR	01/24/24	01/31/24	714,891.11	4.60	1,461.78	714,908.83	717,960.10
BMWOT 2024-A A3 DTD 06/11/2024 5.180% 02/26/2029	096919AD7	465,000.00	AAA	Aaa	06/04/24	06/11/24	464,929.37	5.18	401.45	464,936.46	471,048.26
NAROT 2024-B A3 DTD 10/23/2024 4.340% 03/15/2029	65479WAD6	225,000.00	NR	Aaa	10/16/24	10/23/24	224,979.21	4.34	434.00	224,979.78	224,507.03
USAOT 2024-A A3 DTD 07/30/2024 5.030% 03/15/2029	90327VAC2	265,000.00	AAA	Aaa	07/24/24	07/30/24	264,950.39	5.03	592.42	264,954.09	267,662.99
FORDO 2024-B A3 DTD 06/24/2024 5.100% 04/15/2029	34531OAD1	605,000.00	AAA	Aaa	06/18/24	06/24/24	604,994.43	5.10	1,371.33	604,995.27	613,134.23
HAROT 2024-4 A3 DTD 10/24/2024 4.330% 05/15/2029	43816DAC9	295,000.00	AAA	Aaa	10/16/24	10/24/24	294,958.26	4.33	567.71	294,959.43	294,444.52



Managed Account Detail of Securities Held

For the Month Ending **November 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											
HART 2024-C A3 DTD 10/16/2024 4.410% 05/15/2029	448976AD2	380,000.00	AAA	NR	10/08/24	10/16/24	379,972.18	4.41	744.80	379,973.91	379,402.26
TAOT 2024-D A3 DTD 10/17/2024 4.400% 06/15/2029	89239TAD4	220,000.00	AAA	Aaa	10/10/24	10/17/24	219,987.72	4.40	430.22	219,988.25	219,904.96
ALLYA 2024-2 A3 DTD 09/27/2024 4.140% 07/16/2029	02007NAC2	345,000.00	AAA	NR	09/24/24	09/27/24	344,964.33	4.14	634.80	344,966.65	342,817.53
CHAOT 2024-4A A3 DTD 07/30/2024 4.940% 07/25/2029	16144YAC2	515,000.00	AAA	NR	07/24/24	07/30/24	514,906.01	4.94	424.02	514,912.44	518,848.60
GMCAR 2024-4 A3 DTD 10/16/2024 4.400% 08/16/2029	38014AAD3	305,000.00	AAA	Aaa	10/08/24	10/16/24	304,941.26	4.40	559.17	304,943.03	304,451.00
CHAOT 2024-5A A3 DTD 09/24/2024 4.180% 08/27/2029	16144OAC9	180,000.00	AAA	NR	09/13/24	09/24/24	179,981.06	4.18	125.40	179,982.23	178,686.54
COMET 2024-A1 A DTD 09/24/2024 3.920% 09/15/2029	14041NGE5	1,010,000.00	AAA	NR	09/17/24	09/24/24	1,009,802.85	3.92	1,759.64	1,009,810.67	997,219.46
WFCIT 2024-A2 A DTD 10/24/2024 4.290% 10/15/2029	92970OAE5	400,000.00	AAA	Aaa	10/17/24	10/24/24	399,940.56	4.29	762.67	399,942.06	398,414.80
Security Type Sub-Total		20,521,038.35					20,518,543.03	4.55	39,363.10	20,519,248.15	20,556,407.99
Managed Account Sub-Total		114,221,743.70					113,327,509.59	4.43	881,551.77	113,592,573.42	113,813,137.96
Joint Powers Authority											
CAMP Pool		573,152.01	AAAm	NR			573,152.01		0.00	573,152.01	573,152.01
Liquid Sub-Total		573,152.01					573,152.01		0.00	573,152.01	573,152.01
Securities Sub-Total		\$114,794,895.71					\$113,900,661.60	4.43%	\$881,551.77	\$114,165,725.43	\$114,386,289.97
Accrued Interest											\$881,551.77
Total Investments											\$115,267,841.74



Managed Account Security Transactions & Interest

For the Month Ending **November 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
BUY											
	10/30/24	11/04/24	FHMS K739 A2 DTD 11/01/2020 1.336% 09/01/2027	3137F64P9	1,245,000.00	(1,149,436.52)	(138.61)	(1,149,575.13)			
	10/31/24	11/01/24	US TREASURY N/B DTD 10/15/2024 3.875% 10/15/2027	91282CLO2	2,750,000.00	(2,727,871.09)	(4,976.82)	(2,732,847.91)			
	11/19/24	11/26/24	NATIONAL AUSTRALIA BK/NY DTD 11/26/2024 4.500% 10/26/2027	632525CA7	520,000.00	(518,486.80)	0.00	(518,486.80)			
Transaction Type Sub-Total					4,515,000.00	(4,395,794.41)	(5,115.43)	(4,400,909.84)			
INTEREST											
	11/01/24	11/01/24	CINTAS CORPORATION NO. 2 (CALLABLE) DTD 05/03/2022 3.450% 05/01/2025	17252MAP5		0.00	6,037.50	6,037.50			
	11/01/24	11/25/24	FHMS K068 A2 DTD 10/01/2017 3.244% 08/01/2027	3137FBBX3		0.00	3,108.84	3,108.84			
	11/01/24	11/25/24	FHMS K058 A2 DTD 11/01/2016 2.653% 08/01/2026	3137BSP72		0.00	1,890.26	1,890.26			
	11/01/24	11/25/24	FHMS K065 A2 DTD 07/01/2017 3.243% 04/01/2027	3137F1G44		0.00	1,553.94	1,553.94			
	11/01/24	11/25/24	FHMS K069 A2 DTD 11/01/2017 3.187% 09/01/2027	3137FBU79		0.00	1,519.16	1,519.16			
	11/01/24	11/25/24	FHMS K062 A2 DTD 02/01/2017 3.413% 12/01/2026	3137BUX60		0.00	1,422.08	1,422.08			
	11/01/24	11/25/24	FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1		0.00	1,365.28	1,365.28			
	11/01/24	11/25/24	FHMS K054 A2 DTD 04/01/2016 2.745% 01/01/2026	3137BNGT5		0.00	2,573.44	2,573.44			
	11/01/24	11/25/24	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2		0.00	430.20	430.20			
	11/01/24	11/25/24	FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027	3137BVZ82		0.00	1,429.17	1,429.17			
	11/01/24	11/25/24	FHMS K067 A2 DTD 09/01/2017 3.194% 07/01/2027	3137FAWS3		0.00	1,530.46	1,530.46			
	11/01/24	11/25/24	FHMS K736 A2 DTD 09/01/2019 2.282% 07/01/2026	3137FNWX4		0.00	1,140.30	1,140.30			



Managed Account Security Transactions & Interest

For the Month Ending **November 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
INTEREST											
	11/01/24	11/25/24	FHMS K057 A2 DTD 09/01/2016 2.570% 07/01/2026	3137BROJ7		0.00	2,462.92	2,462.92			
	11/01/24	11/25/24	FNA 2016-M3 A2 DTD 03/01/2016 2.702% 02/01/2026	3136ARTE8		0.00	618.05	618.05			
	11/01/24	11/25/24	FHMS KJ28 A2 DTD 02/01/2020 2.308% 10/01/2027	3137FREE7		0.00	945.70	945.70			
	11/01/24	11/25/24	FHMS K073 A1 DTD 02/01/2018 3.350% 09/01/2028	3137FETM2		0.00	633.39	633.39			
	11/01/24	11/25/24	FNA 2016-M12 A2 DTD 11/01/2016 2.524% 09/01/2026	3136AUKX8		0.00	1,336.73	1,336.73			
	11/01/24	11/25/24	FHMS K053 A2 DTD 03/01/2016 2.995% 12/01/2025	3137BN6G4		0.00	1,372.71	1,372.71			
	11/03/24	11/03/24	NORDEA BANK ABP NEW YORK DTD 11/03/2022 5.530% 11/03/2025	65558UYF3		0.00	29,032.50	29,032.50			
	11/04/24	11/04/24	STATE STREET CORP (CALLABLE) DTD 11/04/2022 5.751% 11/04/2026	857477BX0		0.00	12,220.88	12,220.88			
	11/04/24	11/04/24	AMERICAN EXPRESS CO (CALLABLE) DTD 11/04/2021 1.650% 11/04/2026	025816CM9		0.00	3,506.25	3,506.25			
	11/06/24	11/06/24	NATIONAL RURAL UTIL COOP (CALLABLE) DTD 05/10/2024 5.100% 05/06/2027	63743HFR8		0.00	8,103.33	8,103.33			
	11/13/24	11/13/24	PACCAR FINANCIAL CORP DTD 05/13/2024 5.000% 05/13/2027	69371RT22		0.00	6,875.00	6,875.00			
	11/13/24	11/13/24	ROCHE HOLDINGS INC (CALLABLE) DTD 11/13/2023 5.265% 11/13/2026	771196CE0		0.00	17,769.38	17,769.38			
	11/13/24	11/13/24	CHARLES SCHWAB CORP (CALLABLE) DTD 05/13/2021 1.150% 05/13/2026	808513BR5		0.00	2,788.75	2,788.75			
	11/15/24	11/15/24	AMXCA 2022-4 A DTD 11/03/2022 4.950% 10/15/2027	02582JX9		0.00	1,113.75	1,113.75			
	11/15/24	11/15/24	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5		0.00	565.24	565.24			
	11/15/24	11/15/24	KCOT 2023-1A A3 DTD 03/31/2023 5.020% 06/15/2027	50117KAC4		0.00	1,526.92	1,526.92			



Managed Account Security Transactions & Interest

For the Month Ending **November 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
INTEREST											
	11/15/24	11/15/24	BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028	05522RDG0		0.00	1,077.75	1,077.75			
	11/15/24	11/15/24	US TREASURY N/B DTD 05/15/2023 3.625% 05/15/2026	91282CHB0		0.00	78,843.75	78,843.75			
	11/15/24	11/15/24	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8		0.00	3.14	3.14			
	11/15/24	11/15/24	HART 2023-B A3 DTD 07/19/2023 5.480% 04/17/2028	44933XAD9		0.00	776.33	776.33			
	11/15/24	11/15/24	HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0		0.00	1,515.00	1,515.00			
	11/15/24	11/15/24	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6		0.00	49.71	49.71			
	11/15/24	11/15/24	FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2		0.00	76.24	76.24			
	11/15/24	11/15/24	FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028	344930AD4		0.00	1,351.08	1,351.08			
	11/15/24	11/15/24	DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/15/2027	254683CS2		0.00	1,577.00	1,577.00			
	11/15/24	11/15/24	HAROT 2024-4 A3 DTD 10/24/2024 4.330% 05/15/2029	43816DAC9		0.00	745.12	745.12			
	11/15/24	11/15/24	KCOT 2024-2A A3 DTD 06/25/2024 5.260% 11/15/2028	50117DAC0		0.00	1,621.83	1,621.83			
	11/15/24	11/15/24	US TREASURY N/B DTD 11/15/2023 4.625% 11/15/2026	91282CJK8		0.00	115,625.00	115,625.00			
	11/15/24	11/15/24	CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/16/2029	161571HV9		0.00	2,740.83	2,740.83			
	11/15/24	11/15/24	ALLYA 2024-2 A3 DTD 09/27/2024 4.140% 07/16/2029	02007NAC2		0.00	1,190.25	1,190.25			
	11/15/24	11/15/24	MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8		0.00	3,014.17	3,014.17			
	11/15/24	11/15/24	HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3		0.00	2,924.97	2,924.97			
	11/15/24	11/15/24	USAOT 2024-A A3 DTD 07/30/2024 5.030% 03/15/2029	90327VAC2		0.00	1,110.79	1,110.79			



Managed Account Security Transactions & Interest

For the Month Ending **November 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
INTEREST											
	11/15/24	11/15/24	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4		0.00	42.69	42.69			
	11/15/24	11/15/24	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6		0.00	24.80	24.80			
	11/15/24	11/15/24	KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7		0.00	1,812.21	1,812.21			
	11/15/24	11/15/24	AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028	02582JJZ4		0.00	1,217.50	1,217.50			
	11/15/24	11/15/24	FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3		0.00	2,580.67	2,580.67			
	11/15/24	11/15/24	WFCIT 2024-A2 A DTD 10/24/2024 4.290% 10/15/2029	92970OAE5		0.00	1,001.00	1,001.00			
	11/15/24	11/15/24	FORDO 2023-A A3 DTD 03/31/2023 4.650% 02/15/2028	344928AD8		0.00	1,065.63	1,065.63			
	11/15/24	11/15/24	CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1		0.00	1,325.59	1,325.59			
	11/15/24	11/15/24	DCENT 2023-A1 A DTD 04/11/2023 4.310% 03/15/2028	254683CY9		0.00	2,406.42	2,406.42			
	11/15/24	11/15/24	COMET 2024-A1 A DTD 09/24/2024 3.920% 09/15/2029	14041NGE5		0.00	5,608.87	5,608.87			
	11/15/24	11/15/24	ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3		0.00	2,692.47	2,692.47			
	11/15/24	11/15/24	CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4		0.00	3,719.50	3,719.50			
	11/15/24	11/15/24	TAOT 2022-D A3 DTD 11/08/2022 5.300% 09/15/2027	89239HAD0		0.00	1,060.00	1,060.00			
	11/15/24	11/15/24	FORDO 2024-A A3 DTD 03/19/2024 5.090% 12/15/2028	34535EAD4		0.00	1,654.25	1,654.25			
	11/15/24	11/15/24	NAROT 2023-A A3 DTD 04/26/2023 4.910% 11/15/2027	65480WAD3		0.00	2,045.83	2,045.83			
	11/15/24	11/15/24	HART 2024-C A3 DTD 10/16/2024 4.410% 05/15/2029	448976AD2		0.00	1,349.95	1,349.95			
	11/15/24	11/15/24	US TREASURY N/B DTD 05/15/2024 4.500% 05/15/2027	91282CKR1		0.00	74,812.50	74,812.50			



Managed Account Security Transactions & Interest

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

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

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
INTEREST										
11/15/24	11/15/24	NAROT 2022-B A3	65480JAC4		0.00	1,580.21	1,580.21			
		DTD 09/28/2022 4.460% 05/17/2027								
11/15/24	11/15/24	TAOT 2022-C A3	89231CAD9		0.00	576.46	576.46			
		DTD 08/16/2022 3.760% 04/15/2027								
11/15/24	11/15/24	KCOT 2022-1A A3	50117EAC8		0.00	705.48	705.48			
		DTD 03/23/2022 2.670% 10/15/2026								
11/15/24	11/15/24	BAAT 2024-1A A3	09709AAC6		0.00	535.00	535.00			
		DTD 05/22/2024 5.350% 11/15/2028								
11/15/24	11/15/24	TAOT 2023-A A3	891940AC2		0.00	1,311.83	1,311.83			
		DTD 01/30/2023 4.630% 09/15/2027								
11/15/24	11/15/24	TAOT 2023-B A3	891941AD8		0.00	1,648.50	1,648.50			
		DTD 05/23/2023 4.710% 02/15/2028								
11/15/24	11/15/24	ALLYA 2022-1 A3	02008JAC0		0.00	616.16	616.16			
		DTD 05/18/2022 3.310% 11/15/2026								
11/15/24	11/15/24	WOART 2021-D A3	98163KAC6		0.00	57.45	57.45			
		DTD 11/03/2021 0.810% 10/15/2026								
11/15/24	11/15/24	DCENT 2022-A3 A3	254683CW3		0.00	1,972.83	1,972.83			
		DTD 08/09/2022 3.560% 07/15/2027								
11/15/24	11/15/24	HUNT 2024-1A A3	446144AE7		0.00	1,394.67	1,394.67			
		DTD 02/22/2024 5.230% 01/16/2029								
11/15/24	11/15/24	HDMOT 2022-A A3	41284YAD8		0.00	478.68	478.68			
		DTD 04/20/2022 3.060% 02/15/2027								
11/15/24	11/15/24	FORDO 2024-B A3	34531OAD1		0.00	2,571.25	2,571.25			
		DTD 06/24/2024 5.100% 04/15/2029								
11/15/24	11/15/24	NAROT 2024-B A3	65479WAD6		0.00	596.75	596.75			
		DTD 10/23/2024 4.340% 03/15/2029								
11/15/24	11/15/24	KCOT 2021-2A A3	50117XAE2		0.00	21.66	21.66			
		DTD 07/28/2021 0.560% 11/17/2025								
11/15/24	11/15/24	TAOT 2024-D A3	89239TAD4		0.00	752.89	752.89			
		DTD 10/17/2024 4.400% 06/15/2029								
11/15/24	11/15/24	HAROT 2023-2 A3	437927AC0		0.00	1,437.92	1,437.92			
		DTD 05/30/2023 4.930% 11/15/2027								
11/15/24	11/15/24	CARMX 2022-4 A3	14318UAD3		0.00	2,579.45	2,579.45			
		DTD 10/31/2022 5.340% 08/16/2027								



Managed Account Security Transactions & Interest

For the Month Ending **November 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
INTEREST											
	11/16/24	11/16/24	GMCAR 2023-2 A3 DTD 04/12/2023 4.470% 02/16/2028	362583AD8		0.00	1,098.88	1,098.88			
	11/16/24	11/16/24	GMCAR 2023-3 A3 DTD 07/19/2023 5.450% 06/16/2028	36267KAD9		0.00	749.38	749.38			
	11/16/24	11/16/24	GMCAR 2024-4 A3 DTD 10/16/2024 4.400% 08/16/2029	38014AAD3		0.00	1,192.89	1,192.89			
	11/16/24	11/16/24	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4		0.00	80.08	80.08			
	11/16/24	11/16/24	GOLDMAN SACHS GROUP INC (CALLABLE) DTD 11/16/2016 3.500% 11/16/2026	38145GAH3		0.00	7,875.00	7,875.00			
	11/17/24	11/17/24	BP CAP MARKETS AMERICA (CALLABLE) DTD 05/17/2024 5.017% 11/17/2027	10373OBY5		0.00	15,051.00	15,051.00			
	11/18/24	11/18/24	TOYOTA MOTOR CREDIT CORP DTD 05/18/2023 4.450% 05/18/2026	89236TKT1		0.00	5,562.50	5,562.50			
	11/21/24	11/21/24	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3		0.00	46.06	46.06			
	11/21/24	11/21/24	GOLDMAN SACHS BANK USA (CALLABLE) DTD 05/21/2024 5.414% 05/21/2027	38151LAG5		0.00	10,828.00	10,828.00			
	11/25/24	11/25/24	BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028	05592XAD2		0.00	843.29	843.29			
	11/25/24	11/25/24	CHAOT 2024-4A A3 DTD 07/30/2024 4.940% 07/25/2029	16144YAC2		0.00	2,120.08	2,120.08			
	11/25/24	11/25/24	CHAOT 2024-5A A3 DTD 09/24/2024 4.180% 08/27/2029	16144OAC9		0.00	627.00	627.00			
	11/25/24	11/25/24	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3		0.00	331.90	331.90			
	11/25/24	11/25/24	BMWOT 2024-A A3 DTD 06/11/2024 5.180% 02/26/2029	096919AD7		0.00	2,007.25	2,007.25			
	11/26/24	11/26/24	MORGAN STANLEY BANK NA (CALLABLE) DTD 05/30/2024 5.504% 05/26/2028	61690U8B9		0.00	14,799.64	14,799.64			



Managed Account Security Transactions & Interest

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

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

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
Transaction Type Sub-Total					0.00	515,585.11	515,585.11			
PAYDOWNS										
11/01/24	11/25/24	FHMS K069 A2 DTD 11/01/2017 3.187% 09/01/2027	3137FBU79	914.80	914.80	0.00	914.80	44.24	39.70	
11/01/24	11/25/24	FHMS KJ28 A2 DTD 02/01/2020 2.308% 10/01/2027	3137FREE7	62,061.62	62,061.62	0.00	62,061.62	3,881.28	3,047.00	
11/01/24	11/25/24	FNA 2016-M3 A2 DTD 03/01/2016 2.702% 02/01/2026	3136ARTE8	425.37	425.37	0.00	425.37	14.41	5.47	
11/01/24	11/25/24	FHMS K736 A2 DTD 09/01/2019 2.282% 07/01/2026	3137FNWX4	814.47	814.47	0.00	814.47	36.46	31.79	
11/01/24	11/25/24	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	3,154.24	3,154.24	0.00	3,154.24	(207.00)	(149.82)	
11/01/24	11/25/24	FNA 2016-M12 A2 DTD 11/01/2016 2.524% 09/01/2026	3136AUKX8	1,878.94	1,878.94	0.00	1,878.94	114.28	79.93	
11/01/24	11/25/24	FHMS K073 A1 DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	9,562.35	9,562.35	0.00	9,562.35	287.62	193.96	
11/01/24	11/25/24	FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	959.19	959.19	0.00	959.19	45.22	31.30	
11/15/24	11/15/24	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	7,250.78	7,250.78	0.00	7,250.78	1.56	0.40	
11/15/24	11/15/24	TAOT 2022-D A3 DTD 11/08/2022 5.300% 09/15/2027	89239HAD0	2,036.90	2,036.90	0.00	2,036.90	0.20	0.12	
11/15/24	11/15/24	KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	26,339.79	26,339.79	0.00	26,339.79	3.76	1.58	
11/15/24	11/15/24	CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	37,100.34	37,100.34	0.00	37,100.34	8.70	5.00	
11/15/24	11/15/24	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	16,698.39	16,698.39	0.00	16,698.39	2.54	1.19	
11/15/24	11/15/24	ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	24,327.48	24,327.48	0.00	24,327.48	4.71	2.10	
11/15/24	11/15/24	KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	16,571.22	16,571.22	0.00	16,571.22	0.62	0.14	
11/15/24	11/15/24	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	9,363.43	9,363.43	0.00	9,363.43	2.09	0.70	



Managed Account Security Transactions & Interest

For the Month Ending **November 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
PAYDOWNS											
	11/15/24	11/15/24	FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	10,462.59	10,462.59	0.00	10,462.59	1.25	0.45	
	11/15/24	11/15/24	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	12,698.67	12,698.67	0.00	12,698.67	1.73	0.67	
	11/15/24	11/15/24	HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0	4,175.19	4,175.19	0.00	4,175.19	0.42	0.27	
	11/15/24	11/15/24	CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	29,132.08	29,132.08	0.00	29,132.08	0.69	0.36	
	11/15/24	11/15/24	TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	12,799.02	12,799.02	0.00	12,799.02	2.14	1.11	
	11/15/24	11/15/24	HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3	44,693.07	44,693.07	0.00	44,693.07	0.21	0.12	
	11/15/24	11/15/24	KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7	39,264.44	39,264.44	0.00	39,264.44	7.20	3.41	
	11/15/24	11/15/24	HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	20,990.22	20,990.22	0.00	20,990.22	3.50	1.63	
	11/15/24	11/15/24	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	15,259.62	15,259.62	0.00	15,259.62	2.51	0.82	
	11/15/24	11/15/24	MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	47,703.27	47,703.27	0.00	47,703.27	9.44	5.49	
	11/15/24	11/15/24	NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	28,131.03	28,131.03	0.00	28,131.03	5.82	3.15	
	11/15/24	11/15/24	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	10,382.74	10,382.74	0.00	10,382.74	0.20	0.07	
	11/15/24	11/15/24	ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	51,224.71	51,224.71	0.00	51,224.71	0.63	0.34	
	11/16/24	11/16/24	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	9,304.40	9,304.40	0.00	9,304.40	0.81	0.34	
	11/21/24	11/21/24	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	10,523.58	10,523.58	0.00	10,523.58	2.22	0.62	
	11/25/24	11/25/24	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	14,137.38	14,137.38	0.00	14,137.38	0.73	0.30	
Transaction Type Sub-Total					580,341.32	580,341.32	0.00	580,341.32	4,280.19	3,309.71	



Managed Account Security Transactions & Interest

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

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

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale	
Trade	Settle				Proceeds	Interest		Cost	Amort Cost		Method
SELL											
10/30/24	11/01/24	TEXAS INSTRUMENTS INC (CALLABLE) DTD 02/08/2024 4.600% 02/08/2027	882508CE2	210,000.00	211,320.90	2,227.17	213,548.07	1,455.30	1,423.77	FIFO	
10/30/24	11/01/24	NESTLE HOLDINGS INC DTD 03/14/2023 5.250% 03/13/2026	641062BK9	400,000.00	404,484.00	2,800.00	407,284.00	4,616.00	4,544.19	FIFO	
10/31/24	11/01/24	US TREASURY N/B DTD 02/15/2023 4.000% 02/15/2026	91282CGL9	2,700,000.00	2,691,562.50	22,891.30	2,714,453.80	38,812.50	12,168.75	FIFO	
Transaction Type Sub-Total				3,310,000.00	3,307,367.40	27,918.47	3,335,285.87	44,883.80	18,136.71		
Managed Account Sub-Total					(508,085.69)	538,388.15	30,302.46	49,163.99	21,446.42		
Total Security Transactions					(508,085.69)	538,388.15	30,302.46	49,163.99	21,446.42		



Account Statement

For the Month Ending **November 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					549,107.28
11/01/24	11/01/24	Purchase - Interest 17252MAP5	1.00	6,037.50	555,144.78
11/01/24	11/01/24	Purchase - Principal 641062BK9	1.00	404,484.00	959,628.78
11/01/24	11/01/24	Purchase - Interest 641062BK9	1.00	2,800.00	962,428.78
11/01/24	11/01/24	Purchase - Principal 882508CE2	1.00	211,320.90	1,173,749.68
11/01/24	11/01/24	Purchase - Interest 882508CE2	1.00	2,227.17	1,175,976.85
11/01/24	11/01/24	Purchase - Principal 91282CGL9	1.00	2,691,562.50	3,867,539.35
11/01/24	11/01/24	Purchase - Interest 91282CGL9	1.00	22,891.30	3,890,430.65
11/01/24	11/01/24	Redemption - Interest 91282CLQ2	1.00	(4,976.82)	3,885,453.83
11/01/24	11/01/24	Redemption - Principal 91282CLQ2	1.00	(2,727,871.09)	1,157,582.74
11/04/24	11/04/24	Purchase - Interest 025816CM9	1.00	3,506.25	1,161,088.99
11/04/24	11/04/24	Purchase - Interest 65558UYF3	1.00	29,032.50	1,190,121.49
11/04/24	11/04/24	Purchase - Interest 857477BX0	1.00	12,220.88	1,202,342.37
11/04/24	11/04/24	Redemption - Principal 3137F64P9	1.00	(1,149,436.52)	52,905.85
11/04/24	11/04/24	Redemption - Interest 3137F64P9	1.00	(138.61)	52,767.24
11/06/24	11/06/24	Purchase - Interest 63743HFR8	1.00	8,103.33	60,870.57
11/12/24	11/12/24	Purchase-Interest 65558UYF3	1.00	29,193.79	90,064.36
11/12/24	11/12/24	Redemption-Interest 65558UYF3	1.00	(29,032.50)	61,031.86
11/13/24	11/13/24	Purchase - Interest 69371RT22	1.00	6,875.00	67,906.86
11/13/24	11/13/24	Purchase - Interest 771196CE0	1.00	17,769.38	85,676.24
11/13/24	11/13/24	Purchase - Interest 808513BR5	1.00	2,788.75	88,464.99
11/15/24	11/15/24	Purchase - Interest 91282CHB0	1.00	78,843.75	167,308.74



Account Statement

For the Month Ending **November 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					
11/15/24	11/15/24	Purchase - Interest 91282CJK8	1.00	115,625.00	282,933.74
11/15/24	11/15/24	Purchase - Interest 91282CKR1	1.00	74,812.50	357,746.24
11/15/24	11/15/24	Purchase - Interest 02007NAC2	1.00	1,190.25	358,936.49
11/15/24	11/15/24	Purchase - Interest 02008JAC0	1.00	616.16	359,552.65
11/15/24	11/15/24	Purchase - Interest 02008MAC3	1.00	2,692.47	362,245.12
11/15/24	11/15/24	Purchase - Interest 02582JJX9	1.00	1,113.75	363,358.87
11/15/24	11/15/24	Purchase - Interest 02582JJZ4	1.00	1,217.50	364,576.37
11/15/24	11/15/24	Purchase - Interest 05522RDG0	1.00	1,077.75	365,654.12
11/15/24	11/15/24	Purchase - Interest 09709AAC6	1.00	535.00	366,189.12
11/15/24	11/15/24	Purchase - Interest 14041NGE5	1.00	5,608.87	371,797.99
11/15/24	11/15/24	Purchase - Interest 14044CAC6	1.00	49.71	371,847.70
11/15/24	11/15/24	Purchase - Interest 14314QAC8	1.00	3.14	371,850.84
11/15/24	11/15/24	Purchase - Interest 14317DAC4	1.00	42.69	371,893.53
11/15/24	11/15/24	Purchase - Interest 14317HAC5	1.00	565.24	372,458.77
11/15/24	11/15/24	Purchase - Interest 14318MAD1	1.00	1,325.59	373,784.36
11/15/24	11/15/24	Purchase - Interest 14318UAD3	1.00	2,579.45	376,363.81
11/15/24	11/15/24	Purchase - Interest 161571HT4	1.00	3,719.50	380,083.31
11/15/24	11/15/24	Purchase - Interest 161571HV9	1.00	2,740.83	382,824.14
11/15/24	11/15/24	Purchase - Interest 254683CS2	1.00	1,577.00	384,401.14
11/15/24	11/15/24	Purchase - Interest 254683CW3	1.00	1,972.83	386,373.97
11/15/24	11/15/24	Purchase - Interest 254683CY9	1.00	2,406.42	388,780.39
11/15/24	11/15/24	Purchase - Interest 31680EAD3	1.00	2,580.67	391,361.06



Account Statement

For the Month Ending **November 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					
11/15/24	11/15/24	Purchase - Interest 344928AD8	1.00	1,065.63	392,426.69
11/15/24	11/15/24	Purchase - Interest 344930AD4	1.00	1,351.08	393,777.77
11/15/24	11/15/24	Purchase - Interest 345286AC2	1.00	76.24	393,854.01
11/15/24	11/15/24	Purchase - Interest 34531QAD1	1.00	2,571.25	396,425.26
11/15/24	11/15/24	Purchase - Interest 34535EAD4	1.00	1,654.25	398,079.51
11/15/24	11/15/24	Purchase - Interest 41284YAD8	1.00	478.68	398,558.19
11/15/24	11/15/24	Purchase - Interest 41285JAD0	1.00	1,515.00	400,073.19
11/15/24	11/15/24	Purchase - Interest 437927AC0	1.00	1,437.92	401,511.11
11/15/24	11/15/24	Purchase - Interest 43816DAC9	1.00	745.12	402,256.23
11/15/24	11/15/24	Purchase - Interest 446144AE7	1.00	1,394.67	403,650.90
11/15/24	11/15/24	Purchase - Interest 448976AD2	1.00	1,349.95	405,000.85
11/15/24	11/15/24	Purchase - Interest 44933DAD3	1.00	2,924.97	407,925.82
11/15/24	11/15/24	Purchase - Interest 44933XAD9	1.00	776.33	408,702.15
11/15/24	11/15/24	Purchase - Interest 44935FAD6	1.00	24.80	408,726.95
11/15/24	11/15/24	Purchase - Interest 50117DAC0	1.00	1,621.83	410,348.78
11/15/24	11/15/24	Purchase - Interest 50117EAC8	1.00	705.48	411,054.26
11/15/24	11/15/24	Purchase - Interest 50117JAC7	1.00	1,812.21	412,866.47
11/15/24	11/15/24	Purchase - Interest 50117KAC4	1.00	1,526.92	414,393.39
11/15/24	11/15/24	Purchase - Interest 50117XAE2	1.00	21.66	414,415.05
11/15/24	11/15/24	Purchase - Interest 58768PAC8	1.00	3,014.17	417,429.22
11/15/24	11/15/24	Purchase - Interest 65479WAD6	1.00	596.75	418,025.97
11/15/24	11/15/24	Purchase - Interest 65480JAC4	1.00	1,580.21	419,606.18



Account Statement

For the Month Ending **November 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					
11/15/24	11/15/24	Purchase - Interest 65480WAD3	1.00	2,045.83	421,652.01
11/15/24	11/15/24	Purchase - Interest 891940AC2	1.00	1,311.83	422,963.84
11/15/24	11/15/24	Purchase - Interest 891941AD8	1.00	1,648.50	424,612.34
11/15/24	11/15/24	Purchase - Interest 89231CAD9	1.00	576.46	425,188.80
11/15/24	11/15/24	Purchase - Interest 89239HAD0	1.00	1,060.00	426,248.80
11/15/24	11/15/24	Purchase - Interest 89239TAD4	1.00	752.89	427,001.69
11/15/24	11/15/24	Purchase - Interest 90327VAC2	1.00	1,110.79	428,112.48
11/15/24	11/15/24	Purchase - Interest 92970QAE5	1.00	1,001.00	429,113.48
11/15/24	11/15/24	Purchase - Interest 98163KAC6	1.00	57.45	429,170.93
11/15/24	11/15/24	Purchase - Principal 02008MAC3	1.00	51,224.72	480,395.65
11/15/24	11/15/24	Purchase - Principal 14318UAD3	1.00	37,100.35	517,496.00
11/15/24	11/15/24	Purchase - Principal 50117XAE2	1.00	16,571.22	534,067.22
11/15/24	11/15/24	Purchase - Principal 44933DAD3	1.00	44,693.07	578,760.29
11/15/24	11/15/24	Purchase - Principal 89231CAD9	1.00	12,799.02	591,559.31
11/15/24	11/15/24	Purchase - Principal 14317HAC5	1.00	16,698.39	608,257.70
11/15/24	11/15/24	Purchase - Principal 14044CAC6	1.00	10,382.74	618,640.44
11/15/24	11/15/24	Purchase - Principal 14317DAC4	1.00	15,259.62	633,900.06
11/15/24	11/15/24	Purchase - Principal 41284YAD8	1.00	20,990.22	654,890.28
11/15/24	11/15/24	Purchase - Principal 50117EAC8	1.00	26,339.79	681,230.07
11/15/24	11/15/24	Purchase - Principal 58768PAC8	1.00	47,703.27	728,933.34
11/15/24	11/15/24	Purchase - Principal 50117JAC7	1.00	39,264.43	768,197.77
11/15/24	11/15/24	Purchase - Principal 345286AC2	1.00	10,462.59	778,660.36



Account Statement

For the Month Ending **November 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					
11/15/24	11/15/24	Purchase - Principal 44935FAD6	1.00	9,363.43	788,023.79
11/15/24	11/15/24	Purchase - Principal 14318MAD1	1.00	29,132.07	817,155.86
11/15/24	11/15/24	Purchase - Principal 41285JAD0	1.00	4,175.19	821,331.05
11/15/24	11/15/24	Purchase - Principal 65480JAC4	1.00	28,131.03	849,462.08
11/15/24	11/15/24	Purchase - Principal 98163KAC6	1.00	12,698.67	862,160.75
11/15/24	11/15/24	Purchase - Principal 02008JAC0	1.00	24,327.48	886,488.23
11/15/24	11/15/24	Purchase - Principal 89239HAD0	1.00	2,036.90	888,525.13
11/18/24	11/18/24	Purchase - Interest 10373QBY5	1.00	15,051.00	903,576.13
11/18/24	11/18/24	Purchase - Interest 38145GAH3	1.00	7,875.00	911,451.13
11/18/24	11/18/24	Purchase - Interest 89236TKT1	1.00	5,562.50	917,013.63
11/18/24	11/18/24	Purchase - Interest 362583AD8	1.00	1,098.88	918,112.51
11/18/24	11/18/24	Purchase - Interest 36267KAD9	1.00	749.38	918,861.89
11/18/24	11/18/24	Purchase - Interest 380146AC4	1.00	80.08	918,941.97
11/18/24	11/18/24	Purchase - Interest 38014AAD3	1.00	1,192.89	920,134.86
11/18/24	11/18/24	Purchase - Principal 380146AC4	1.00	9,304.40	929,439.26
11/18/24	11/18/24	Purchase-Principal 14314QAC8	1.00	7,250.79	936,690.05
11/21/24	11/21/24	Purchase - Interest 38151LAG5	1.00	10,828.00	947,518.05
11/21/24	11/21/24	Purchase - Interest 43815GAC3	1.00	46.06	947,564.11
11/21/24	11/21/24	Purchase - Principal 43815GAC3	1.00	10,523.58	958,087.69
11/25/24	11/25/24	Purchase - Interest 05592XAD2	1.00	843.29	958,930.98
11/25/24	11/25/24	Purchase - Interest 05602RAD3	1.00	331.90	959,262.88
11/25/24	11/25/24	Purchase - Interest 096919AD7	1.00	2,007.25	961,270.13



Account Statement

For the Month Ending **November 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					
11/25/24	11/25/24	Purchase - Interest 16144QAC9	1.00	627.00	961,897.13
11/25/24	11/25/24	Purchase - Interest 16144YAC2	1.00	2,120.08	964,017.21
11/25/24	11/25/24	Purchase - Interest 3136ARTE8	1.00	618.05	964,635.26
11/25/24	11/25/24	Purchase - Interest 3136AUKX8	1.00	1,336.73	965,971.99
11/25/24	11/25/24	Purchase - Interest 3137BN6G4	1.00	1,372.71	967,344.70
11/25/24	11/25/24	Purchase - Interest 3137BNGT5	1.00	2,573.44	969,918.14
11/25/24	11/25/24	Purchase - Interest 3137BRQJ7	1.00	2,462.92	972,381.06
11/25/24	11/25/24	Purchase - Interest 3137BSP72	1.00	1,890.26	974,271.32
11/25/24	11/25/24	Purchase - Interest 3137BTUM1	1.00	1,365.28	975,636.60
11/25/24	11/25/24	Purchase - Interest 3137BUX60	1.00	1,422.08	977,058.68
11/25/24	11/25/24	Purchase - Interest 3137BVZ82	1.00	1,429.17	978,487.85
11/25/24	11/25/24	Purchase - Interest 3137F1G44	1.00	1,553.94	980,041.79
11/25/24	11/25/24	Purchase - Interest 3137FAWS3	1.00	1,530.46	981,572.25
11/25/24	11/25/24	Purchase - Interest 3137FBBX3	1.00	3,108.84	984,681.09
11/25/24	11/25/24	Purchase - Interest 3137FBU79	1.00	1,519.16	986,200.25
11/25/24	11/25/24	Purchase-Interest 65558UYF3	1.00	29,032.50	1,015,232.75
11/25/24	11/25/24	Purchase - Interest 3137FREE7	1.00	945.70	1,016,178.45
11/25/24	11/25/24	Purchase - Interest 3140J9DU2	1.00	430.20	1,016,608.65
11/25/24	11/25/24	Purchase - Interest 3137FETM2	1.00	633.39	1,017,242.04
11/25/24	11/25/24	Purchase - Interest 3137FNWX4	1.00	1,140.30	1,018,382.34
11/25/24	11/25/24	Purchase - Principal 3137FREE7	1.00	62,061.62	1,080,443.96
11/25/24	11/25/24	Purchase - Correction to Principal 3137BTUM1 from 11/01/2024	1.00	959.19	1,081,403.15



Account Statement

For the Month Ending **November 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					
11/25/24	11/25/24	Purchase - Principal 05602RAD3	1.00	14,137.39	1,095,540.54
11/25/24	11/25/24	Purchase - Principal 3137FBU79	1.00	914.80	1,096,455.34
11/25/24	11/25/24	Purchase - Principal 3137FNWX4	1.00	814.47	1,097,269.81
11/25/24	11/25/24	Purchase - Principal 3140J9DU2	1.00	3,154.24	1,100,424.05
11/25/24	11/25/24	Purchase - Principal 3136ARTE8	1.00	425.37	1,100,849.42
11/25/24	11/25/24	Purchase - Principal 3136AUKX8	1.00	1,878.94	1,102,728.36
11/25/24	11/25/24	Purchase - Principal 3137FETM2	1.00	9,562.35	1,112,290.71
11/25/24	11/25/24	Purchase - Principal 3137BTUM1	1.00	959.20	1,113,249.91
11/25/24	11/25/24	Redemption-Interest 65558UYF3	1.00	(29,193.79)	1,084,056.12
11/25/24	11/25/24	Redemption - Reversal of Principal 3137BTUM1 from 11/01/2024	1.00	(959.20)	1,083,096.92
11/26/24	11/26/24	Purchase - Interest 61690U8B9	1.00	14,799.64	1,097,896.56
11/26/24	11/26/24	Redemption - Principal 63252SCA7	1.00	(518,486.80)	579,409.76
11/29/24	11/29/24	IP Fees August 2024	1.00	(8,103.97)	571,305.79
11/29/24	11/29/24	U.S. Bank Fees July 2024	1.00	(468.46)	570,837.33
11/29/24	12/02/24	Accrual Income Div Reinvestment - Distributions	1.00	2,314.68	573,152.01



Account Statement

For the Month Ending **November 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
Closing Balance					573,152.01
		Month of November	Fiscal YTD July-November		
Opening Balance		549,107.28	39,967.95	Closing Balance	573,152.01
Purchases		4,492,712.49	25,419,996.98	Average Monthly Balance	581,903.15
Redemptions (Excl. Checks)		(4,468,667.76)	(24,886,812.92)	Monthly Distribution Yield	4.87%
Check Disbursements		0.00	0.00		
Closing Balance		573,152.01	573,152.01		
Cash Dividends and Income		2,314.68	9,505.16		

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 11, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Jorge Rojas Jr, City Treasurer *JRJ*

SUBJECT: Approval of Treasurer's Report for December, 2024

RECOMMENDED ACTION

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

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

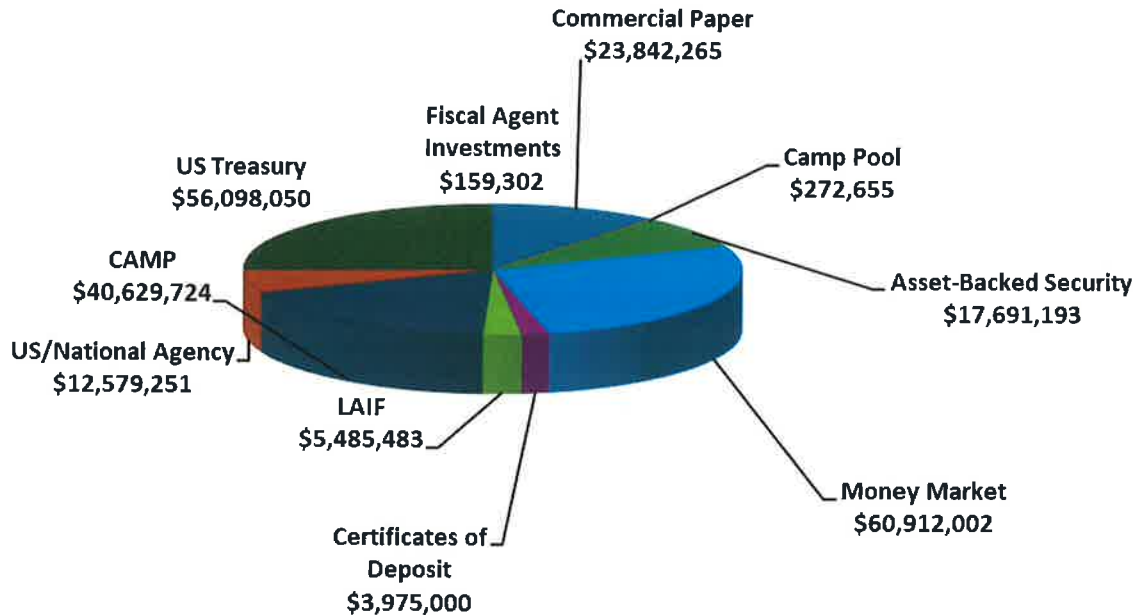
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting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

ATTACHMENTS

A. City Treasurer's Report

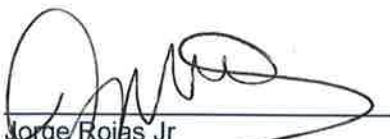
**CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS**

December 31, 2024



Total of City and Fiscal Agent Investments = \$221,644,925

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.


Jorge Rojas Jr.
City Treasurer


Dawn Merchant
Finance Director

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

	<u>Amount</u>
Antioch Public Financing Authority 2015 Refunding Bonds (02 Lease Rev)	3,657
Antioch Development Agency 2009 Tax Allocation Bonds	155,644
	<u><u>\$159,302</u></u>



Consolidated Summary Statement

Account Statement

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

City of Antioch

Portfolio Summary

Portfolio Holdings	Cash Dividends and Income	Closing Market Value	Current Yield
CAMP Pool	163,147.58	40,902,378.19	4.65 %
CAMP Managed Account	269,525.12	114,232,450.90	* N/A
Total	\$432,672.70	\$155,134,829.09	

* Not Applicable

Investment Allocation

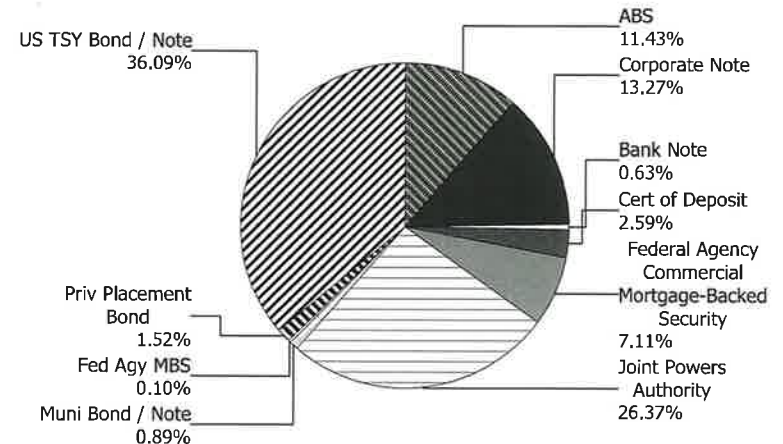
Investment Type	Closing Market Value	Percent
Asset-Backed Security	17,726,884.94	11.43
Corporate Note	20,585,558.28	13.27
Bank Note	979,930.68	0.63
Certificate of Deposit	4,015,430.55	2.59
Federal Agency Commercial Mortgage-Backed Security	11,031,265.85	7.11
Joint Powers Authority	40,902,378.19	26.37
Municipal Bond / Note	1,375,934.20	0.89
Federal Agency Mortgage-Backed Security	158,694.84	0.10
Corporate Note	2,364,245.93	1.52
U.S. Treasury Bond / Note	55,994,505.63	36.09
Total	\$155,134,829.09	100.00%

Maturity Distribution (Fixed Income Holdings)

Portfolio Holdings	Closing Market Value	Percent
Under 30 days	40,902,378.19	26.37
31 to 60 days	0.00	0.00
61 to 90 days	0.00	0.00
91 to 180 days	770,618.64	0.50
181 days to 1 year	2,934,545.74	1.89
1 to 2 years	45,226,563.09	29.15
2 to 3 years	51,639,568.19	33.29
3 to 4 years	7,265,146.85	4.68
4 to 5 years	6,237,313.55	4.02
Over 5 years	158,694.84	0.10
Total	\$155,134,829.09	100.00%

Weighted Average Days to Maturity 605

Sector Allocation





Consolidated Summary Statement

Account Statement

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

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	40,467,703.45	162,020.16	0.00	0.00	0.00	40,629,723.61	162,020.16
6090-002	Investment Portfolio	114,386,289.97	10,887,119.57	(10,613,765.75)	0.00	(154,538.31)	114,505,105.48	270,652.54
Total		\$154,853,993.42	\$11,049,139.73	(\$10,613,765.75)	\$0.00	(\$154,538.31)	\$155,134,829.09	\$432,672.70



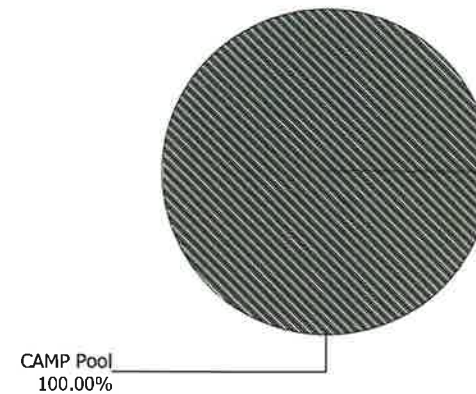
Account Statement - Transaction Summary

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

City of Antioch - City of Antioch - 6090-001

CAMP Pool	
Opening Market Value	40,467,703.45
Purchases	162,020.16
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$40,629,723.61
Cash Dividends and Income	162,020.16

Asset Summary		
	December 31, 2024	November 30, 2024
CAMP Pool	40,629,723.61	40,467,703.45
Total	\$40,629,723.61	\$40,467,703.45
Asset Allocation		





Account Statement

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

City of Antioch - City of Antioch - 6090-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					40,467,703.45
12/31/24	01/02/25	Accrual Income Div Reinvestment - Distributions	1.00	162,020.16	40,629,723.61
Closing Balance					40,629,723.61

	Month of December	Fiscal YTD July-December		
Opening Balance	40,467,703.45	34,635,372.65	Closing Balance	40,629,723.61
Purchases	162,020.16	5,994,350.96	Average Monthly Balance	40,472,929.91
Redemptions (Excl. Checks)	0.00	0.00	Monthly Distribution Yield	4.73%
Check Disbursements	0.00	0.00		
Closing Balance	40,629,723.61	40,629,723.61		
Cash Dividends and Income	162,020.16	994,350.96		



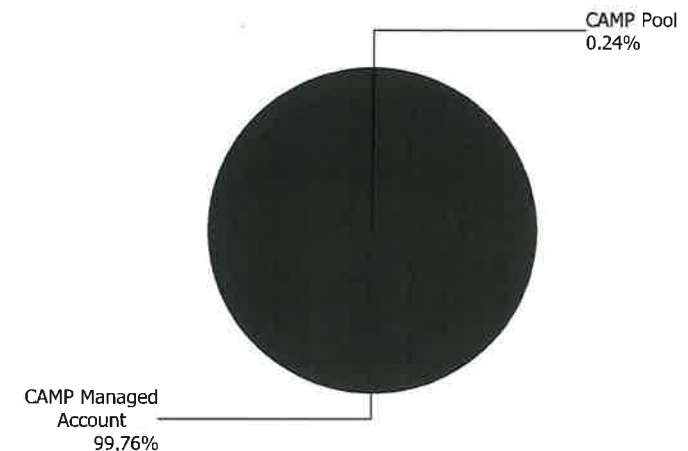
Account Statement - Transaction Summary

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

City of Antioch - Investment Portfolio - 6090-002

CAMP Pool	
Opening Market Value	573,152.01
Purchases	5,307,881.29
Redemptions	(5,608,378.72)
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$272,654.58
Cash Dividends and Income	1,127.42
CAMP Managed Account	
Opening Market Value	113,813,137.96
Purchases	5,579,238.28
Redemptions	(5,005,387.03)
Unsettled Trades	0.00
Change in Value	(154,538.31)
Closing Market Value	\$114,232,450.90
Cash Dividends and Income	269,525.12

Asset Summary		
	December 31, 2024	November 30, 2024
CAMP Pool	272,654.58	573,152.01
CAMP Managed Account	114,232,450.90	113,813,137.96
Total	\$114,505,105.48	\$114,386,289.97
Asset Allocation		





Managed Account Summary Statement

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

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

Transaction Summary - Money Market		Transaction Summary - Managed Account		Account Total	
Opening Market Value	\$573,152.01	Opening Market Value	\$113,813,137.96	Opening Market Value	\$114,386,289.97
Purchases	5,307,881.29	Maturities/Calls	(504,227.05)		
Redemptions	(5,608,378.72)	Principal Dispositions	(4,501,159.98)		
		Principal Acquisitions	5,579,238.28		
		Unsettled Trades	0.00		
		Change in Current Value	(154,538.31)		
Closing Market Value	\$272,654.58	Closing Market Value	\$114,232,450.90	Closing Market Value	\$114,505,105.48
Dividend	1,127.42				

Earnings Reconciliation (Cash Basis) - Managed Account		Cash Balance	
Interest/Dividends/Coupons Received	301,366.85	Closing Cash Balance	\$0.00
Less Purchased Interest Related to Interest/Coupons	(12,243.87)		
Plus Net Realized Gains/Losses	(19,597.86)		
Total Cash Basis Earnings	\$269,525.12		

Earnings Reconciliation (Accrual Basis)		Managed Account	Total	Cash Transactions Summary- Managed Account	
Ending Amortized Value of Securities	114,185,758.03	114,458,412.61		Maturities/Calls	0.00
Ending Accrued Interest	991,409.03	991,409.03		Sale Proceeds	4,515,554.28
Plus Proceeds from Sales	4,515,554.28	10,123,933.00		Coupon/Interest/Dividend Income	286,972.55
Plus Proceeds of Maturities/Calls/Principal Payments	504,227.05	504,227.05		Principal Payments	504,227.05
Plus Coupons/Dividends Received	286,972.55	286,972.55		Security Purchases	(5,591,482.15)
Less Cost of New Purchases	(5,591,482.15)	(10,899,363.44)		Net Cash Contribution	284,728.27
Less Beginning Amortized Value of Securities	(113,592,573.42)	(114,165,725.43)		Reconciling Transactions	0.00
Less Beginning Accrued Interest	(881,515.68)	(881,515.68)			
Dividends	0.00	1,127.42			
Total Accrual Basis Earnings	\$418,349.69	\$419,477.11			



Portfolio Summary and Statistics

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

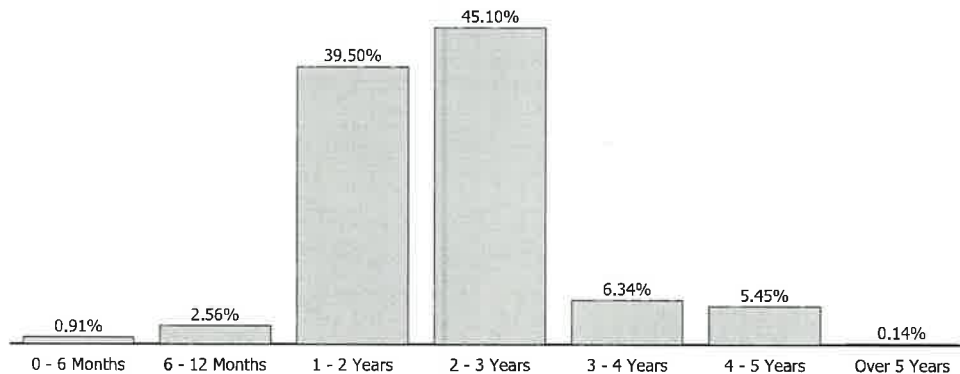
City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Account Summary

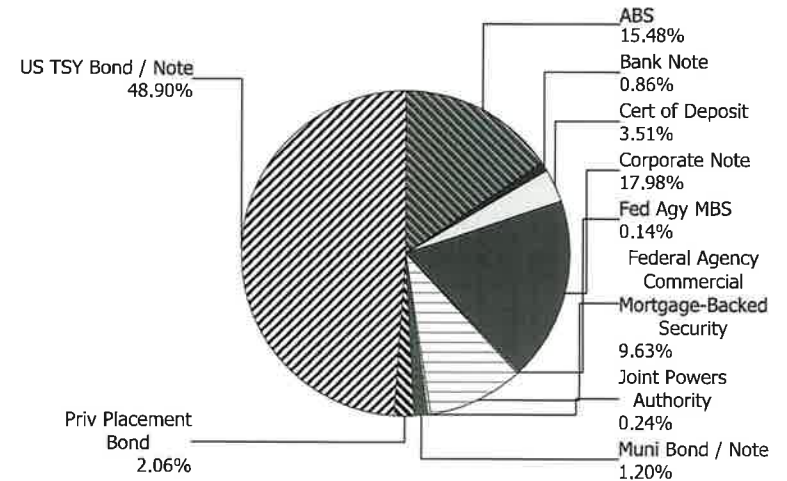
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	56,185,000.00	55,994,505.63	48.90
Municipal Bond / Note	1,435,000.00	1,375,934.20	1.20
Federal Agency Mortgage-Backed Security	165,882.36	158,694.84	0.14
Federal Agency Commercial Mortgage-Backed Security	11,414,064.85	11,031,265.85	9.63
Corporate Note	22,960,000.00	22,949,804.21	20.04
Certificate of Deposit	3,975,000.00	4,015,430.55	3.51
Bank Note	975,000.00	979,930.68	0.86
Asset-Backed Security	17,692,761.64	17,726,884.94	15.48
Managed Account Sub-Total	114,802,708.85	114,232,450.90	99.76%
Accrued Interest		991,409.03	
Total Portfolio	114,802,708.85	115,223,859.93	
CAMP Pool	272,654.58	272,654.58	0.24
Total Investments	115,075,363.43	115,496,514.51	100.00%

Unsettled Trades **0.00** **0.00**

Maturity Distribution



Sector Allocation



Characteristics

Yield to Maturity at Cost	4.44%
Yield to Maturity at Market	4.45%
Weighted Average Days to Maturity	822



Managed Account Issuer Summary

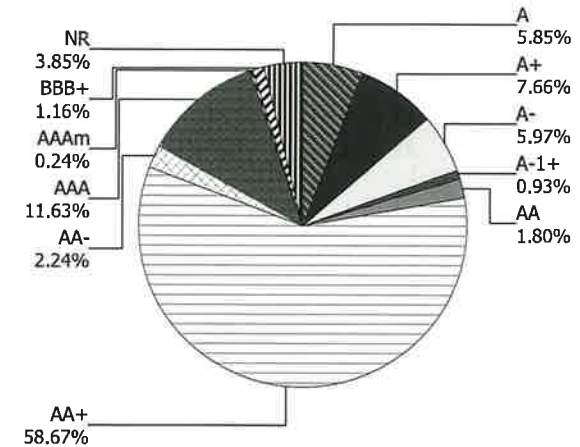
For the Month Ending **December 31, 2024**

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

Issuer Summary

Issuer	Market Value of Holdings	Percent
Accenture PLC	443,450.25	0.39
Adobe Inc	337,387.55	0.29
Ally Auto Receivables Trust	1,098,028.52	0.96
American Express Co	980,745.03	0.86
ANZ Group Holdings Ltd	376,337.63	0.33
AstraZeneca PLC	407,327.94	0.36
BA Credit Card Trust	271,180.98	0.24
Bank of America Corp	1,097,345.18	0.96
Bank of New York Mellon Corp	523,586.18	0.46
Bayerische Motoren Werke AG	851,595.90	0.74
BlackRock Inc	556,353.09	0.49
BMW Vehicle Lease Trust	753,405.40	0.66
BP PLC	606,510.00	0.53
Bristol-Myers Squibb Co	161,336.96	0.14
CAMP Pool	272,654.58	0.24
Capital One Financial Corp	992,583.56	0.87
CarMax Inc	1,079,650.35	0.94
Charles Schwab Corp	463,045.99	0.40
Chase Auto Owner Trust	695,907.22	0.61
Cintas Corp	348,356.06	0.30
Cisco Systems Inc	674,849.46	0.59
Citigroup Inc	947,837.30	0.83
Cooperatieve Rabobank UA	1,070,391.00	0.93
Credit Agricole Group	820,929.45	0.72
Deere & Co	831,067.88	0.73
Discover Card Execution Note Trust	668,475.08	0.58
Eli Lilly & Co	854,618.06	0.75
Federal Home Loan Mortgage Corp	9,578,659.39	8.37
Federal National Mortgage Association	1,611,301.30	1.41
Fifth Third Auto Trust	566,142.08	0.49
Ford Credit Auto Owner Trust	1,644,697.29	1.44
GM Financial Consumer Automobile Receiv	823,170.79	0.72

Credit Quality (S&P Ratings)





Managed Account Issuer Summary

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

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

Issuer	Market Value of Holdings	Percent
Goldman Sachs Group Inc	843,070.26	0.74
Harley-Davidson Inc	484,102.95	0.42
Home Depot Inc	484,290.46	0.42
Honda Auto Receivables Owner Trust	687,850.66	0.60
Honda Motor Co Ltd	826,593.03	0.72
Honeywell International Inc	551,961.85	0.48
Hormel Foods Corp	236,013.79	0.21
Huntington Bancshares Inc/OH	323,266.24	0.28
Hyundai Auto Receivables Trust	1,139,068.29	0.99
JPMorgan Chase & Co	2,168,847.62	1.89
Kubota Credit Owner Trust	1,472,908.36	1.29
Mastercard Inc	247,262.50	0.22
Mercedes-Benz Group AG	828,189.90	0.72
Morgan Stanley	1,140,949.96	1.00
National Australia Bank Ltd	518,012.04	0.45
National Rural Utilities Cooperative Fi	848,578.28	0.74
Nissan Auto Receivables Owner Trust	1,096,796.38	0.96
Nordea Bank Abp	1,061,853.45	0.93
PACCAR Inc	606,097.53	0.53
PNC Financial Services Group Inc	874,524.73	0.76
Roche Holding AG	684,460.13	0.60
State Board of Administration Finance C	1,375,934.20	1.20
State Street Corp	1,463,076.25	1.28
Texas Instruments Inc	276,154.45	0.24
Toronto-Dominion Bank	1,062,256.65	0.93
Toyota Auto Receivables Owner Trust	1,190,461.28	1.04
Toyota Motor Corp	848,969.96	0.74
Truist Financial Corp	313,760.79	0.27
Unilever PLC	447,329.70	0.39
United States Treasury	55,994,505.63	48.89
USAA Auto Owner Trust	267,055.61	0.23
Wells Fargo & Co	1,274,822.40	1.11
WF Card Issuance Trust	397,241.60	0.35



Managed Account Issuer Summary

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

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

Issuer	Market Value of Holdings	Percent
World Omni Auto Trust	59,911.10	0.05
Total	\$114,505,105.48	100.00%



Managed Account Detail of Securities Held

For the Month Ending **December 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 DTD 04/17/2023 3.750% 04/15/2026	91282CGV7	2,550,000.00	AA+	Aaa	05/01/23	05/03/23	2,544,123.05	3.83	20,491.07	2,547,443.15	2,533,764.15
US TREASURY N/B DTD 05/15/2023 3.625% 05/15/2026	91282CHB0	4,350,000.00	AA+	Aaa	06/01/23	06/05/23	4,307,349.61	3.98	20,473.24	4,330,202.28	4,313,977.65
US TREASURY N/B DTD 06/15/2023 4.125% 06/15/2026	91282CHH7	2,150,000.00	AA+	Aaa	06/29/23	06/29/23	2,129,003.91	4.48	4,142.00	2,139,715.41	2,146,220.30
US TREASURY N/B DTD 07/17/2023 4.500% 07/15/2026	91282CHM6	3,025,000.00	AA+	Aaa	08/01/23	08/03/23	3,020,155.28	4.56	62,883.83	3,022,480.93	3,035,753.88
US TREASURY N/B DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	2,250,000.00	AA+	Aaa	09/06/23	09/11/23	2,228,554.69	4.73	37,181.56	2,238,143.89	2,254,043.25
US TREASURY N/B DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	3,250,000.00	AA+	Aaa	12/07/23	12/11/23	3,251,523.44	4.35	53,706.69	3,250,920.61	3,255,840.25
US TREASURY N/B 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	30,024.17	5,022,709.76	5,032,225.00
US TREASURY N/B 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	8,377.40	4,121,474.42	4,108,970.80
US TREASURY N/B DTD 01/16/2024 4.000% 01/15/2027	91282CJT9	1,425,000.00	AA+	Aaa	02/08/24	02/09/24	1,415,704.10	4.24	26,331.52	1,418,418.01	1,417,875.00
US TREASURY N/B DTD 01/16/2024 4.000% 01/15/2027	91282CJT9	1,625,000.00	AA+	Aaa	02/02/24	02/06/24	1,617,446.29	4.17	30,027.17	1,619,669.16	1,616,875.00
US TREASURY N/B 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	8,179.94	520,922.01	523,523.70
US TREASURY N/B 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	23,371.26	1,494,951.18	1,495,782.00
US TREASURY N/B DTD 03/15/2024 4.250% 03/15/2027	91282CKE0	2,250,000.00	AA+	Aaa	04/02/24	04/04/24	2,233,740.23	4.51	28,529.01	2,237,652.69	2,249,208.00
US TREASURY N/B DTD 04/15/2024 4.500% 04/15/2027	91282CKJ9	2,710,000.00	AA+	Aaa	05/09/24	05/10/24	2,698,143.75	4.66	26,132.14	2,700,625.29	2,723,338.62



Managed Account Detail of Securities Held

For the Month Ending **December 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 DTD 05/15/2024 4.500% 05/15/2027	91282CKR1	525,000.00	AA+	Aaa	06/10/24	06/12/24	522,518.55	4.67	3,067.33	522,964.40	527,563.58
US TREASURY N/B DTD 05/15/2024 4.500% 05/15/2027	91282CKR1	2,800,000.00	AA+	Aaa	06/07/24	06/10/24	2,788,515.63	4.65	16,359.12	2,790,593.72	2,813,672.40
US TREASURY N/B DTD 07/15/2024 4.375% 07/15/2027	91282CKZ3	950,000.00	AA+	Aaa	08/02/24	08/05/24	961,763.67	3.92	19,200.07	960,226.15	952,337.95
US TREASURY N/B DTD 09/16/2024 3.375% 09/15/2027	91282CLL3	2,900,000.00	AA+	Aaa	10/02/24	10/04/24	2,885,386.72	3.56	29,200.28	2,886,552.83	2,833,616.10
US TREASURY N/B DTD 09/16/2024 3.375% 09/15/2027	91282CLL3	3,250,000.00	AA+	Aaa	09/17/24	09/18/24	3,242,001.95	3.46	32,724.45	3,242,744.71	3,175,604.25
US TREASURY N/B DTD 10/15/2024 3.875% 10/15/2027	91282CLO2	1,300,000.00	AA+	Aaa	10/11/24	10/15/24	1,300,355.47	3.87	10,794.64	1,300,333.29	1,286,187.50
US TREASURY N/B DTD 10/15/2024 3.875% 10/15/2027	91282CLO2	2,750,000.00	AA+	Aaa	10/31/24	11/01/24	2,727,871.09	4.17	22,834.82	2,729,065.45	2,720,781.25
US TREASURY N/B DTD 11/15/2024 4.125% 11/15/2027	91282CLX7	650,000.00	AA+	Aaa	12/03/24	12/06/24	649,898.44	4.13	3,481.18	649,902.46	647,054.85
US TREASURY N/B DTD 11/15/2024 4.125% 11/15/2027	91282CLX7	4,350,000.00	AA+	Aaa	12/03/24	12/05/24	4,350,339.84	4.12	23,297.13	4,350,338.09	4,330,290.15
Security Type Sub-Total		56,185,000.00					56,053,716.03	4.21	540,810.02	56,098,049.89	55,994,505.63
Municipal Bond / Note											
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	235,000.00	AA	Aa2	09/03/20	09/16/20	235,000.00	1.26	1,478.15	235,000.00	231,080.20
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	575,000.00	AA	Aa2	11/21/22	11/23/22	519,690.75	5.26	3,616.75	564,386.28	565,409.00
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.705% 07/01/2027	341271AE4	625,000.00	AA	Aa2	10/11/24	10/15/24	579,431.25	4.60	5,328.13	582,761.67	579,445.00
Security Type Sub-Total		1,435,000.00					1,334,122.00	4.31	10,423.03	1,382,147.95	1,375,934.20



Managed Account Detail of Securities Held

For the Month Ending **December 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
Federal Agency Mortgage-Backed Security												
FN BM4614	DTD 10/01/2018 3.000% 03/01/2033	314019DU2	165,882.36	AA+	Aaa	08/03/21	08/17/21	176,768.39	2.35	414.71	173,605.24	158,694.84
Security Type Sub-Total			165,882.36					176,768.39	2.35	414.71	173,605.24	158,694.84
Federal Agency Commercial Mortgage-Backed Security												
FHMS K054 A2	DTD 04/01/2016 2.745% 01/01/2026	3137BNGT5	1,097,504.39	AA+	Aaa	05/11/23	05/16/23	1,060,892.33	4.05	2,510.54	1,082,995.59	1,078,755.72
FNA 2016-M3 A2	DTD 03/01/2016 2.702% 02/01/2026	3136ARTE8	273,603.89	AA+	Aaa	08/31/22	09/06/22	264,337.69	3.74	616.06	270,532.47	268,098.44
FHMS K057 A2	DTD 09/01/2016 2.570% 07/01/2026	3137BRQJ7	575,000.00	AA+	Aaa	03/02/23	03/07/23	534,705.08	4.81	1,231.46	556,341.27	559,838.98
FHMS K057 A2	DTD 09/01/2016 2.570% 07/01/2026	3137BRQJ7	575,000.00	AA+	Aaa	05/18/23	05/23/23	546,744.14	4.22	1,231.46	561,045.27	559,838.98
FHMS K736 A2	DTD 09/01/2019 2.282% 07/01/2026	3137FNWX4	597,944.49	AA+	Aaa	07/19/24	07/24/24	571,177.14	4.61	1,137.09	576,749.23	580,390.64
FHMS K058 A2	DTD 11/01/2016 2.653% 08/01/2026	3137BSP72	855,000.00	AA+	Aaa	04/06/23	04/12/23	818,996.48	3.98	1,890.26	837,369.26	829,825.38
FNA 2016-M12 A2	DTD 11/01/2016 2.438% 09/01/2026	3136AUKX8	629,060.25	AA+	Aaa	12/11/23	12/14/23	590,800.61	4.78	1,022.47	604,530.83	607,321.82
FHMS K061 A2	DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	487,514.25	AA+	Aaa	11/27/23	11/30/23	464,528.72	5.09	1,359.76	472,889.04	475,820.73
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	4.72	1,422.08	487,864.77	489,331.50
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	4.70	1,429.17	487,757.04	489,137.00
FHMS K065 A2	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	553,366.88	558,210.00
FHMS K067 A2	DTD 09/01/2017 3.194% 07/01/2027	3137FAWS3	575,000.00	AA+	Aaa	06/24/24	06/27/24	548,585.94	4.84	1,530.46	552,109.31	555,583.98



Managed Account Detail of Securities Held

For the Month Ending **December 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
Federal Agency Commercial Mortgage-Backed Security											
FNA 2024-M6 A2 DTD 11/01/2024 2.905% 07/01/2027	3136BTGM9	600,000.00	AA+	Aaa	12/12/24	12/17/24	579,000.00	4.32	1,452.72	579,294.32	577,186.20
FHMS K068 A2 DTD 10/01/2017 3.244% 08/01/2027	3137FBBX3	575,000.00	AA+	Aaa	06/17/24	06/21/24	548,541.02	4.80	1,554.42	552,638.61	555,765.10
FHMS K068 A2 DTD 10/01/2017 3.244% 08/01/2027	3137FBBX3	575,000.00	AA+	Aaa	08/14/24	08/19/24	559,569.34	4.19	1,554.42	561,332.59	555,765.10
FHMS K069 A2 DTD 11/01/2017 3.187% 09/01/2027	3137FBU79	570,111.72	AA+	Aaa	06/17/24	06/21/24	542,541.47	4.78	1,514.12	546,694.56	549,862.49
FHMS K739 A2 DTD 11/01/2020 1.336% 09/01/2027	3137F64P9	1,245,000.00	AA+	Aaa	10/30/24	11/04/24	1,149,436.52	4.14	1,386.10	1,154,349.80	1,151,245.28
FHMS KJ28 A2 DTD 02/01/2020 2.308% 10/01/2027	3137FEE7	401,313.42	AA+	Aaa	12/06/23	12/11/23	376,215.66	4.05	771.86	382,643.47	384,512.44
FHMS K073 A1 DTD 02/01/2018 3.350% 09/01/2028	3137ETM2	207,012.42	AA+	Aaa	12/08/22	12/13/22	200,785.88	3.93	577.91	202,992.98	204,776.07
Security Type Sub-Total		11,414,064.85					10,862,941.03	4.45	25,746.30	11,023,497.29	11,031,265.85
Corporate Note											
CINTAS CORPORATION NO. 2 (CALLABLE) DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	145,000.00	A-	A3	05/02/22	05/04/22	144,575.15	3.55	833.75	144,952.66	144,318.94
CINTAS CORPORATION NO. 2 (CALLABLE) DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	205,000.00	A-	A3	04/26/22	05/03/22	204,954.90	3.46	1,178.75	204,994.98	204,037.12
CITIGROUP INC DTD 01/12/2016 3.700% 01/12/2026	172957KG5	450,000.00	BBB+	A3	04/27/23	05/01/23	438,070.50	4.76	7,816.25	445,441.97	445,483.80
STATE STREET CORP (CALLABLE) DTD 02/07/2022 1.746% 02/06/2026	857477BR3	225,000.00	A	Aa3	02/02/22	02/07/22	225,000.00	1.75	1,582.31	225,000.00	224,265.15
MORGAN STANLEY (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026	61747YEM3	585,000.00	A-	A1	02/16/22	02/18/22	585,000.00	2.63	5,684.09	585,000.00	583,281.86



Managed Account Detail of Securities Held

For the Month Ending **December 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											
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 02/09/2023 4.450% 03/13/2026	63743HFH0	275,000.00	A-	A2	02/03/23	02/09/23	273,979.75	4.58	3,671.25	274,604.36	274,396.93
STATE STREET CORP (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	510,000.00	A	Aa3	02/17/22	02/22/22	520,266.30	2.38	3,739.87	510,817.26	507,450.00
BANK OF AMERICA CORP DTD 04/19/2016 3.500% 04/19/2026	06051GFX2	425,000.00	A-	A1	05/10/23	05/12/23	412,288.25	4.60	2,975.00	419,371.71	418,630.10
WELLS FARGO & COMPANY DTD 04/22/2016 3.000% 04/22/2026	949746RW3	450,000.00	BBB+	A1	03/28/23	03/30/23	423,396.00	5.11	2,587.50	438,629.32	440,062.65
CHARLES SCHWAB CORP (CALLABLE) DTD 05/13/2021 1.150% 05/13/2026	808513BR5	485,000.00	A-	A2	08/01/24	08/05/24	454,512.90	4.90	743.67	461,261.71	463,045.99
TOYOTA MOTOR CREDIT CORP DTD 05/18/2023 4.450% 05/18/2026	89236TKT1	250,000.00	A+	A1	05/16/23	05/18/23	250,097.50	4.44	1,328.82	250,044.87	249,635.50
AMERICAN HONDA FINANCE DTD 07/07/2023 5.250% 07/07/2026	02665WEK3	100,000.00	A-	A3	07/21/23	07/25/23	100,504.00	5.06	2,537.50	100,259.12	100,773.70
AMERICAN HONDA FINANCE DTD 07/07/2023 5.250% 07/07/2026	02665WEK3	140,000.00	A-	A3	07/06/23	07/10/23	139,102.60	5.49	3,552.50	139,545.05	141,083.18
AMERICAN HONDA FINANCE DTD 07/07/2023 5.250% 07/07/2026	02665WEK3	185,000.00	A-	A3	07/05/23	07/07/23	184,772.45	5.29	4,694.38	184,884.96	186,431.35
BANK OF NY MELLON CORP (CALLABLE) DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	165,000.00	A	Aa3	07/19/22	07/26/22	165,000.00	4.41	3,176.24	165,000.00	164,555.66
BANK OF NY MELLON CORP (CALLABLE) DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	360,000.00	A	Aa3	07/20/22	07/26/22	361,173.60	4.32	6,929.98	360,459.48	359,030.52
TRUIST FINANCIAL CORP (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89786MAH5	140,000.00	A-	Baa1	07/25/22	07/28/22	140,000.00	4.26	2,534.70	140,000.00	139,449.24
TRUIST FINANCIAL CORP (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89786MAH5	175,000.00	A-	Baa1	07/26/22	07/28/22	175,175.00	4.23	3,168.38	175,068.91	174,311.55
STATE STREET CORP (CALLABLE) DTD 08/03/2023 5.272% 08/03/2026	857477CD3	300,000.00	A	Aa3	07/31/23	08/03/23	300,000.00	5.27	6,502.13	300,000.00	302,957.70



Managed Account Detail of Securities Held

For the Month Ending **December 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											
MERCEDES-BENZ FIN NA DTD 08/03/2023 5.200% 08/03/2026	58769JAK3	450,000.00	A	A2	08/21/23	08/23/23	447,250.50	5.43	9,620.00	448,516.31	453,319.65
CITIBANK NA (CALLABLE) DTD 08/06/2024 4.929% 08/06/2026	17325FBJ6	500,000.00	A+	Aa3	07/30/24	08/06/24	500,000.00	4.93	9,926.46	500,000.00	502,353.50
PACCAR FINANCIAL CORP DTD 08/10/2023 5.050% 08/10/2026	69371RS56	325,000.00	A+	A1	08/03/23	08/10/23	324,837.50	5.07	6,428.23	324,912.88	327,984.80
BMW US CAPITAL LLC DTD 08/13/2024 4.650% 08/13/2026	05565ECP8	300,000.00	A	A2	08/07/24	08/13/24	299,994.00	4.65	5,347.50	299,995.38	300,073.50
BANK OF AMERICA NA (CALLABLE) DTD 08/18/2023 5.526% 08/18/2026	06428CAA2	550,000.00	A+	Aa1	08/14/23	08/18/23	550,000.00	5.53	11,228.53	550,000.00	557,238.00
HOME DEPOT INC (CALLABLE) DTD 12/04/2023 4.950% 09/30/2026	437076CV2	235,000.00	A	A2	11/27/23	12/04/23	234,485.35	5.04	2,940.44	234,673.63	236,939.93
AMERICAN HONDA FINANCE DTD 09/05/2024 4.400% 10/05/2026	02665WFP1	400,000.00	A-	A3	09/04/24	09/05/24	400,100.00	4.39	5,671.11	400,085.09	398,304.80
STATE STREET CORP (CALLABLE) DTD 11/04/2022 5.751% 11/04/2026	857477BX0	425,000.00	A	Aa3	11/03/22	11/07/22	424,409.25	5.79	3,869.94	424,727.44	428,403.40
AMERICAN EXPRESS CO (CALLABLE) DTD 11/04/2021 1.650% 11/04/2026	025816CM9	425,000.00	A-	A2	06/18/24	06/21/24	391,102.00	5.27	1,110.31	398,301.45	402,752.95
ROCHE HOLDINGS INC (CALLABLE) DTD 11/13/2023 5.265% 11/13/2026	771136CE0	675,000.00	AA	Aa2	11/22/23	11/27/23	678,118.50	5.09	4,738.50	676,984.75	684,460.13
GOLDMAN SACHS GROUP INC (CALLABLE) DTD 11/16/2016 3.500% 11/16/2026	38145GAH3	450,000.00	BBB+	A2	08/07/23	08/09/23	424,597.50	5.40	1,968.75	435,431.87	439,947.45
WELLS FARGO BANK NA (CALLABLE) DTD 12/11/2023 5.254% 12/11/2026	94983J6F9	825,000.00	A+	Aa2	12/04/23	12/11/23	825,000.00	5.25	2,408.08	825,000.00	834,759.75
MERCEDES-BENZ FIN NA DTD 01/11/2024 4.800% 01/11/2027	58763JAO0	375,000.00	A	A2	01/08/24	01/11/24	374,617.50	4.84	8,500.00	374,735.80	374,870.25
AUST & NZ BANKING GRP NY 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	8,065.10	375,000.00	376,337.63



Managed Account Detail of Securities Held

For the Month Ending **December 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											
TEXAS INSTRUMENTS INC (CALLABLE) DTD 02/08/2024 4.600% 02/08/2027	882508CE2	275,000.00	A+	Aa3	02/05/24	02/08/24	274,824.00	4.62	5,024.86	274,874.69	276,154.45
ELI LILLY & CO (CALLABLE) DTD 02/09/2024 4.500% 02/09/2027	532457CJ5	555,000.00	A+	A1	02/07/24	02/09/24	554,705.85	4.52	9,851.25	554,790.54	556,265.96
BRISTOL-MYERS SQUIBB CO (CALLABLE) DTD 02/22/2024 4.900% 02/22/2027	110122EE4	160,000.00	A	A2	02/14/24	02/22/24	159,827.20	4.94	2,809.33	159,874.39	161,336.96
ASTRAZENECA FINANCE LLC (CALLABLE) DTD 02/26/2024 4.800% 02/26/2027	04636NAK9	405,000.00	A+	A2	02/21/24	02/26/24	404,319.60	4.86	6,750.00	404,502.68	407,327.94
CISCO SYSTEMS INC (CALLABLE) DTD 02/26/2024 4.800% 02/26/2027	17275RBO4	670,000.00	AA-	A1	02/21/24	02/26/24	669,129.00	4.85	11,166.67	669,363.90	674,849.46
JOHN DEERE CAPITAL CORP DTD 03/07/2024 4.850% 03/05/2027	24422EXM6	275,000.00	A	A1	03/05/24	03/07/24	275,176.00	4.83	4,297.64	275,130.89	276,840.03
TOYOTA MOTOR CREDIT CORP DTD 03/21/2024 5.000% 03/19/2027	89236TLY9	100,000.00	A+	A1	03/18/24	03/21/24	99,879.00	5.04	1,416.67	99,908.86	100,889.70
TOYOTA MOTOR CREDIT CORP DTD 03/21/2024 5.000% 03/19/2027	89236TLY9	125,000.00	A+	A1	03/19/24	03/21/24	125,110.00	4.97	1,770.83	125,082.93	126,112.13
HORMEL FOODS CORP (CALLABLE) DTD 03/08/2024 4.800% 03/30/2027	440452AK6	235,000.00	A-	A1	03/05/24	03/08/24	234,772.05	4.84	2,851.33	234,841.72	236,013.79
BMW US CAPITAL LLC DTD 04/02/2024 4.900% 04/02/2027	05565ECH6	550,000.00	A	A2	03/25/24	04/02/24	549,345.50	4.94	6,662.64	549,500.77	551,522.40
ADOBE INC (CALLABLE) DTD 04/04/2024 4.850% 04/04/2027	00724PAE9	335,000.00	A+	A1	04/01/24	04/04/24	334,832.50	4.87	3,926.48	334,871.88	337,387.55
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 05/10/2024 5.100% 05/06/2027	63743HFR8	80,000.00	A-	A2	05/08/24	05/10/24	79,985.60	5.11	623.33	79,988.64	80,634.24
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 05/10/2024 5.100% 05/06/2027	63743HFR8	245,000.00	A-	A2	05/07/24	05/10/24	244,848.10	5.12	1,908.96	244,879.06	246,942.36
PACCAR FINANCIAL CORP DTD 05/13/2024 5.000% 05/13/2027	69371RT22	275,000.00	A+	A1	05/06/24	05/13/24	274,788.25	5.03	1,833.33	274,830.88	278,112.73



Managed Account Detail of Securities Held

For the Month Ending **December 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											
GOLDMAN SACHS BANK USA (CALLABLE) DTD 05/21/2024 5.414% 05/21/2027	38151LAG5	45,000.00	A+	A1	05/17/24	05/21/24	44,953.65	5.45	270.70	44,962.59	45,351.32
GOLDMAN SACHS BANK USA (CALLABLE) DTD 05/21/2024 5.414% 05/21/2027	38151LAG5	355,000.00	A+	A1	05/15/24	05/21/24	355,000.00	5.41	2,135.52	355,000.00	357,771.49
JOHN DEERE CAPITAL CORP DTD 06/11/2024 4.900% 06/11/2027	24422EXR5	550,000.00	A	A1	06/06/24	06/11/24	549,318.00	4.94	1,497.22	549,438.04	554,227.85
HOME DEPOT INC (CALLABLE) DTD 06/25/2024 4.875% 06/25/2027	437076DB5	245,000.00	A	A2	06/17/24	06/25/24	244,189.05	5.00	199.06	244,320.78	247,350.53
PNC FINANCIAL SERVICES (CALLABLE) DTD 07/23/2024 5.102% 07/23/2027	693475BY0	450,000.00	A-	A3	07/18/24	07/23/24	450,000.00	5.10	10,076.45	450,000.00	452,262.15
BLACKROCK FUNDING INC (CALLABLE) DTD 07/26/2024 4.600% 07/26/2027	09290DAH4	555,000.00	AA-	Aa3	07/17/24	07/26/24	554,983.35	4.60	10,992.08	554,986.70	556,353.09
HONEYWELL INTERNATIONAL (CALLABLE) DTD 08/01/2024 4.650% 07/30/2027	438516CX2	550,000.00	A	A2	07/29/24	08/01/24	549,983.50	4.65	10,656.25	549,986.77	551,961.85
UNILEVER CAPITAL CORP (CALLABLE) DTD 08/12/2024 4.250% 08/12/2027	904754BU0	225,000.00	A+	A1	08/07/24	08/12/24	224,399.25	4.35	3,692.19	224,472.97	223,664.85
UNILEVER CAPITAL CORP (CALLABLE) DTD 08/12/2024 4.250% 08/12/2027	904754BU0	225,000.00	A+	A1	08/08/24	08/12/24	224,736.75	4.29	3,692.19	224,769.30	223,664.85
ELI LILLY & CO (CALLABLE) DTD 08/14/2024 4.150% 08/14/2027	532457CP1	300,000.00	A+	A1	08/13/24	08/15/24	300,480.00	4.09	4,737.92	300,422.76	298,352.10
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 09/16/2024 4.120% 09/16/2027	63743HFT4	250,000.00	A-	A2	09/10/24	09/16/24	250,245.00	4.08	3,004.17	250,221.85	246,604.75
ACCENTURE CAPITAL INC (CALLABLE) DTD 10/04/2024 3.900% 10/04/2027	00443KAA1	160,000.00	AA-	Aa3	10/01/24	10/04/24	159,793.60	3.95	1,508.00	159,809.50	157,671.20
ACCENTURE CAPITAL INC (CALLABLE) DTD 10/04/2024 3.900% 10/04/2027	00443KAA1	290,000.00	AA-	Aa3	10/02/24	10/04/24	289,886.90	3.91	2,733.25	289,895.61	285,779.05
TOYOTA MOTOR CREDIT CORP DTD 10/10/2024 4.350% 10/08/2027	89235TMS1	375,000.00	A+	A1	10/08/24	10/10/24	375,082.50	4.34	3,670.31	375,077.46	372,332.63



Managed Account Detail of Securities Held

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

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

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Corporate Note											
NATIONAL AUSTRALIA BK/NY DTD 11/26/2024 4.500% 10/26/2027	632525CA7	520,000.00	AA-	Aa2	11/19/24	11/26/24	518,486.80	4.61	2,275.00	518,535.06	518,012.04
BP CAP MARKETS AMERICA (CALLABLE) DTD 05/17/2024 5.017% 11/17/2027	103730BY5	600,000.00	A-	A1	05/15/24	05/17/24	600,000.00	5.02	3,679.13	600,000.00	606,510.00
MASTERCARD INC (CALLABLE) DTD 09/05/2024 4.100% 01/15/2028	576350BA1	250,000.00	A+	Aa3	09/03/24	09/05/24	249,862.50	4.12	3,302.78	249,875.52	247,262.50
JPMORGAN CHASE & CO (CALLABLE) DTD 07/22/2024 4.979% 07/22/2028	46647PEL6	220,000.00	A	A1	07/16/24	07/22/24	220,103.40	4.97	4,837.93	220,089.33	220,736.56
JPMORGAN CHASE & CO (CALLABLE) DTD 07/22/2024 4.979% 07/22/2028	46647PEL6	355,000.00	A	A1	07/15/24	07/22/24	355,000.00	4.98	7,806.66	355,000.00	356,188.54
AMERICAN EXPRESS CO (CALLABLE) DTD 07/26/2024 5.043% 07/26/2028	025816DV8	110,000.00	A-	A2	07/22/24	07/26/24	110,000.00	5.04	2,388.42	110,000.00	110,564.19
AMERICAN EXPRESS CO (CALLABLE) DTD 07/26/2024 5.043% 07/26/2028	025816DV8	165,000.00	A-	A2	07/23/24	07/26/24	165,140.25	5.02	3,582.63	165,121.47	165,846.29
Security Type Sub-Total		22,960,000.00					22,820,568.15	4.70	294,691.20	22,868,128.50	22,949,804.21
Certificate of Deposit											
TORONTO DOMINION BANK NY DTD 10/31/2022 5.600% 10/27/2025	89115B6K1	1,050,000.00	A-	A2	10/27/22	10/31/22	1,050,000.00	5.60	11,106.67	1,050,000.00	1,062,256.65
NORDEA BANK ABP NEW YORK DTD 11/03/2022 5.530% 11/03/2025	65558UYF3	1,050,000.00	A-1+	P-1	11/02/22	11/03/22	1,050,000.00	5.53	9,354.92	1,050,000.00	1,061,853.45
COOPERAT RABOBANK UA/NY DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	1,050,000.00	A+	Aa2	07/17/23	07/20/23	1,050,000.00	5.08	24,299.33	1,050,000.00	1,070,391.00
CREDIT AGRICOLE CIB NY DTD 02/05/2024 4.760% 02/01/2027	22536DWD6	825,000.00	A+	A1	02/01/24	02/05/24	825,000.00	4.76	36,106.58	825,000.00	820,929.45
Security Type Sub-Total		3,975,000.00					3,975,000.00	5.27	80,867.50	3,975,000.00	4,015,430.55
Bank Note											



Managed Account Detail of Securities Held

For the Month Ending **December 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
Bank Note											
PNC BANK NA (CALLABLE) DTD 06/01/2015 3.250% 06/01/2025	69353RE07	425,000.00	A	A2	08/09/22	08/11/22	417,775.00	3.89	1,151.04	423,926.98	422,262.58
MORGAN STANLEY BANK NA (CALLABLE) DTD 05/30/2024 5.504% 05/26/2028	61650U8B9	270,000.00	A+	Aa3	05/29/24	05/30/24	270,256.50	5.48	1,444.80	270,209.41	273,764.34
MORGAN STANLEY BANK NA (CALLABLE) DTD 05/30/2024 5.504% 05/26/2028	61650U8B9	280,000.00	A+	Aa3	05/28/24	05/30/24	280,000.00	5.50	1,498.31	280,000.00	283,903.76
Security Type Sub-Total		975,000.00					968,031.50	4.80	4,094.15	974,136.39	979,930.68
Asset-Backed Security											
KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	13,968.24	NR	Aaa	07/20/21	07/28/21	13,967.71	0.56	3.48	13,968.13	13,946.44
HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	42,355.60	NR	Aaa	11/16/21	11/24/21	42,346.67	0.89	10.35	42,353.33	42,026.20
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	21,943.74	AAA	NR	11/09/21	11/17/21	21,938.84	0.75	7.22	21,942.24	21,855.74
FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	51,526.24	AAA	NR	01/19/22	01/24/22	51,520.11	1.29	29.54	51,524.21	51,152.52
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	64,311.90	AAA	Aaa	07/21/21	07/28/21	64,301.32	0.56	15.72	64,308.74	63,825.96
BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	96,687.37	AAA	Aaa	05/10/22	05/18/22	96,682.35	3.21	51.73	96,685.43	96,247.54
WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	60,367.84	AAA	NR	10/26/21	11/03/21	60,359.62	0.82	21.73	60,364.87	59,911.10
KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	265,723.62	NR	Aaa	03/15/22	03/23/22	265,685.63	2.69	315.33	265,708.72	263,339.55
ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	176,079.23	AAA	Aaa	05/10/22	05/18/22	176,045.15	3.31	259.03	176,065.02	175,343.57
GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	57,869.51	AAA	NR	01/11/22	01/19/22	57,864.48	1.26	30.38	57,867.56	57,345.62



Managed Account Detail of Securities Held

For the Month Ending **December 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 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7	455,087.98	NR	Aaa	07/14/22	07/21/22	455,004.57	4.09	827.25	455,050.91	453,724.08
HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	412E4YAD8	147,979.30	AAA	Aaa	04/12/22	04/20/22	147,954.66	3.06	201.25	147,968.45	147,250.80
CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	161,404.46	AAA	Aaa	04/21/22	04/28/22	161,379.91	3.49	250.36	161,393.59	160,772.56
CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	344,313.95	AAA	NR	07/12/22	07/20/22	344,305.83	3.97	607.52	344,310.03	343,268.96
NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	371,192.66	AAA	Aaa	09/20/22	09/28/22	371,115.85	4.46	735.79	371,153.26	371,104.68
ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	020C8MAC3	579,623.70	AAA	Aaa	10/04/22	10/12/22	579,616.51	4.76	1,226.23	579,619.98	580,117.54
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	5.08	814.36	364,966.65	366,916.61
HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3	564,025.32	AAA	NR	11/01/22	11/09/22	564,022.61	5.39	1,351.15	564,023.87	566,965.02
CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	509,245.81	AAA	NR	10/26/22	10/31/22	509,126.39	5.35	1,208.61	509,180.39	511,782.87
TAOT 2022-D A3 DTD 11/08/2022 5.300% 09/15/2027	89239HAD0	224,448.42	NR	Aaa	11/01/22	11/08/22	224,426.26	5.30	528.70	224,436.07	225,776.03
TAOT 2023-A A3 DTD 01/30/2023 4.630% 09/15/2027	891940AC2	323,854.86	AAA	NR	01/24/23	01/30/23	323,854.70	4.63	666.42	323,854.77	324,062.45
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	349,963.47	352,267.30
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	499,944.26	501,611.50
HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0	335,751.89	NR	Aaa	02/13/23	02/23/23	335,718.08	5.05	753.58	335,731.12	336,852.15



Managed Account Detail of Securities Held

For the Month Ending **December 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 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	274,981.62	275,343.20
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	419,984.49	421,289.40
GMCAR 2023-2 A3 DTD 04/12/2023 4.470% 02/16/2028	3625E3AD8	295,000.00	AAA	Aaa	04/04/23	04/12/23	294,991.89	4.47	549.44	294,994.77	294,989.68
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	184,977.57	186,699.22
DCENT 2023-A1 A DTD 04/11/2023 4.310% 03/15/2028	2546E3CY9	670,000.00	NR	Aaa	04/04/23	04/11/23	669,961.14	4.31	1,283.42	669,974.72	668,475.08
HART 2023-B A3 DTD 07/19/2023 5.480% 04/17/2028	44933XAD9	170,000.00	AAA	NR	07/11/23	07/19/23	169,992.62	5.48	414.04	169,994.88	171,857.59
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	269,958.05	271,180.98
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	299,981.76	301,581.60
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	309,997.11	312,690.49
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	164,995.51	166,780.68
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	3168CEAD3	560,000.00	AAA	Aaa	08/15/23	08/23/23	559,965.28	5.53	1,376.36	559,974.73	566,142.08
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	864,816.58	875,130.02
BAAT 2024-1A A3 DTD 05/22/2024 5.350% 11/15/2028	09705AAC6	120,000.00	NR	Aaa	05/14/24	05/22/24	119,980.46	5.35	285.33	119,983.25	121,477.08
KCOT 2024-2A A3 DTD 06/25/2024 5.260% 11/15/2028	50117DAC0	370,000.00	NR	Aaa	06/18/24	06/25/24	369,991.12	5.26	864.98	369,992.24	374,981.68



Managed Account Detail of Securities Held

For the Month Ending **December 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	882.27	389,944.22	393,485.82
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	319,990.69	323,266.24
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/16/2029	161571HV9	715,000.00	AAA	NR	01/24/24	01/31/24	714,891.11	4.60	1,461.78	714,910.50	716,792.50
BMWOT 2024-A A3 DTD 06/11/2024 5.180% 02/26/2029	096919AD7	465,000.00	AAA	Aaa	06/04/24	06/11/24	464,929.37	5.18	401.45	464,937.58	470,458.64
NAROT 2024-B A3 DTD 10/23/2024 4.340% 03/15/2029	65479WAD6	225,000.00	NR	Aaa	10/16/24	10/23/24	224,979.21	4.34	434.00	224,980.14	224,080.20
USAOT 2024-A A3 DTD 07/30/2024 5.030% 03/15/2029	90327VAC2	265,000.00	AAA	Aaa	07/24/24	07/30/24	264,950.39	5.03	592.42	264,954.89	267,055.61
FORDO 2024-B A3 DTD 06/24/2024 5.100% 04/15/2029	34531QAD1	605,000.00	AAA	Aaa	06/18/24	06/24/24	604,994.43	5.10	1,371.33	604,995.35	612,025.26
HAROT 2024-4 A3 DTD 10/24/2024 4.330% 05/15/2029	43816DAC9	295,000.00	AAA	Aaa	10/16/24	10/24/24	294,958.26	4.33	567.71	294,960.12	293,557.16
HART 2024-C A3 DTD 10/16/2024 4.410% 05/15/2029	448976AD2	380,000.00	AAA	NR	10/08/24	10/16/24	379,972.18	4.41	744.80	379,974.36	378,389.94
TAOT 2024-D A3 DTD 10/17/2024 4.400% 06/15/2029	89239TAD4	220,000.00	AAA	Aaa	10/10/24	10/17/24	219,987.72	4.40	430.22	219,988.45	219,333.40
ALLYA 2024-2 A3 DTD 09/27/2024 4.140% 07/16/2029	02007NAC2	345,000.00	AAA	NR	09/24/24	09/27/24	344,964.33	4.14	634.80	344,967.20	342,567.41
CHAOT 2024-4A A3 DTD 07/30/2024 4.940% 07/25/2029	16144YAC2	515,000.00	AAA	NR	07/24/24	07/30/24	514,906.01	4.94	424.02	514,913.84	517,606.42
GMCAR 2024-4 A3 DTD 10/16/2024 4.400% 08/16/2029	38014AAD3	305,000.00	AAA	Aaa	10/08/24	10/16/24	304,941.26	4.40	559.17	304,943.94	304,054.81
CHAOT 2024-5A A3 DTD 09/24/2024 4.180% 08/27/2029	16144QAC9	180,000.00	AAA	NR	09/13/24	09/24/24	179,981.06	4.18	125.40	179,982.51	178,300.80



Managed Account Detail of Securities Held

For the Month Ending **December 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 2024-A1 A DTD 09/24/2024 3.920% 09/15/2029	14041NGE5	1,010,000.00	AAA	NR	09/17/24	09/24/24	1,009,802.85	3.92	1,759.64	1,009,813.68	992,583.56
WFCIT 2024-A2 A DTD 10/24/2024 4.290% 10/15/2029	929700AE5	400,000.00	AAA	Aaa	10/17/24	10/24/24	399,940.56	4.29	762.67	399,942.95	397,241.60
Security Type Sub-Total		17,692,761.64					17,690,615.86	4.64	34,362.12	17,691,192.77	17,726,884.94
Managed Account Sub-Total		114,802,708.85					113,881,762.96	4.44	991,409.03	114,185,758.03	114,232,450.90
Joint Powers Authority											
CAMP Pool		272,654.58	AAA	NR			272,654.58		0.00	272,654.58	272,654.58
Liquid Sub-Total		272,654.58					272,654.58		0.00	272,654.58	272,654.58
Securities Sub-Total		\$115,075,363.43					\$114,154,417.54	4.44%	\$991,409.03	\$114,458,412.61	\$114,505,105.48
Accrued Interest											\$991,409.03
Total Investments											\$115,496,514.51



Managed Account Fair Market Value & Analytics

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

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	YTM at Mkt
U.S. Treasury Bond / Note										
US TREASURY N/B DTD 04/17/2023 3.750% 04/15/2026	91232CGV7	2,550,000.00	JPMorgan		99.36	2,533,764.15	(10,358.90)	(13,679.00)	1.23	4.26
US TREASURY N/B DTD 05/15/2023 3.625% 05/15/2026	91232CHB0	4,350,000.00	Citigrou		99.17	4,313,977.65	6,628.04	(16,224.63)	1.31	4.26
US TREASURY N/B DTD 06/15/2023 4.125% 06/15/2026	91232CHH7	2,150,000.00	Citigrou		99.82	2,146,220.30	17,216.39	6,504.89	1.40	4.26
US TREASURY N/B DTD 07/17/2023 4.500% 07/15/2026	91232CHM6	3,025,000.00	JPMorgan		100.36	3,035,753.88	15,598.60	13,272.95	1.44	4.26
US TREASURY N/B DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	2,250,000.00	JPMorgan		100.18	2,254,043.25	25,488.56	15,899.36	1.53	4.25
US TREASURY N/B DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	3,250,000.00	ASLC		100.18	3,255,840.25	4,316.81	4,919.64	1.53	4.25
US TREASURY N/B DTD 11/15/2023 4.625% 11/15/2026	91282CJK8	5,000,000.00	MorganSt		100.64	5,032,225.00	(2,735.94)	9,515.24	1.77	4.27
US TREASURY N/B DTD 12/15/2023 4.375% 12/15/2026	91282CJP7	4,100,000.00	ASLC		100.22	4,108,970.80	(22,740.14)	(12,503.62)	1.85	4.26
US TREASURY N/B DTD 01/16/2024 4.000% 01/15/2027	91282CJT9	1,425,000.00	ASLC		99.50	1,417,875.00	2,170.90	(543.01)	1.90	4.26
US TREASURY N/B DTD 01/16/2024 4.000% 01/15/2027	91282CJT9	1,625,000.00	Barclays		99.50	1,616,875.00	(571.29)	(2,794.16)	1.90	4.26
US TREASURY N/B DTD 02/15/2024 4.125% 02/15/2027	91282CKA8	525,000.00	HSBC		99.72	523,523.70	4,019.79	2,601.69	1.98	4.27
US TREASURY N/B DTD 02/15/2024 4.125% 02/15/2027	91282CKA8	1,500,000.00	Citigrou		99.72	1,495,782.00	2,637.47	830.82	1.98	4.27
US TREASURY N/B DTD 03/15/2024 4.250% 03/15/2027	91282CKE0	2,250,000.00	Citigrou		99.96	2,249,208.00	15,467.77	11,555.31	2.06	4.27
US TREASURY N/B DTD 04/15/2024 4.500% 04/15/2027	91282CKJ9	2,710,000.00	Barclays		100.49	2,723,338.62	25,194.87	22,713.33	2.14	4.27
US TREASURY N/B DTD 05/15/2024 4.500% 05/15/2027	91282CKR1	525,000.00	RBC Capi		100.49	527,563.58	5,045.03	4,599.18	2.22	4.28
US TREASURY N/B DTD 05/15/2024 4.500% 05/15/2027	91282CKR1	2,800,000.00	JPMorgan		100.49	2,813,672.40	25,156.77	23,078.68	2.22	4.28
US TREASURY N/B DTD 07/15/2024 4.375% 07/15/2027	91282CKZ3	950,000.00	Citigrou		100.25	952,337.95	(9,425.72)	(7,888.20)	2.33	4.27



Managed Account Security Transactions & Interest

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

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

Transaction Type					Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
BUY										
12/03/24	12/05/24	US TREASURY N/B DTD 11/15/2024 4.125% 11/15/2027	91282CLX7	4,350,000.00	(4,350,339.84)	(9,913.67)	(4,360,253.51)			
12/03/24	12/06/24	US TREASURY N/B DTD 11/15/2024 4.125% 11/15/2027	91282CLX7	650,000.00	(649,898.44)	(1,555.42)	(651,453.86)			
12/12/24	12/17/24	FNA 2024-M6 A2 DTD 11/01/2024 2.905% 07/01/2027	3136BTGM9	600,000.00	(579,000.00)	(774.78)	(579,774.78)			
Transaction Type Sub-Total				5,600,000.00	(5,579,238.28)	(12,243.87)	(5,591,482.15)			
INTEREST										
12/01/24	12/01/24	PNC BANK NA (CALLABLE) DTD 06/01/2015 3.250% 06/01/2025	69353REQ7		0.00	6,906.25	6,906.25			
12/01/24	12/25/24	FHMS K062 A2 DTD 02/01/2017 3.413% 12/01/2026	3137BUX60		0.00	1,422.08	1,422.08			
12/01/24	12/25/24	FHMS K057 A2 DTD 09/01/2016 2.570% 07/01/2026	3137BRQJ7		0.00	2,462.92	2,462.92			
12/01/24	12/25/24	FHMS K065 A2 DTD 07/01/2017 3.243% 04/01/2027	3137F1G44		0.00	1,553.94	1,553.94			
12/01/24	12/25/24	FHMS KJ28 A2 DTD 02/01/2020 2.308% 10/01/2027	3137FREE7		0.00	811.00	811.00			
12/01/24	12/25/24	FHMS K053 A2 DTD 03/01/2016 2.995% 12/01/2025	3137BN6G4		0.00	1,372.71	1,372.71			
12/01/24	12/25/24	FHMS K058 A2 DTD 11/01/2016 2.653% 08/01/2026	3137BSP72		0.00	1,890.26	1,890.26			
12/01/24	12/25/24	FHMS K068 A2 DTD 10/01/2017 3.244% 08/01/2027	3137FBBX3		0.00	3,108.84	3,108.84			
12/01/24	12/25/24	FHMS K054 A2 DTD 04/01/2016 2.745% 01/01/2026	3137BNGT5		0.00	2,573.44	2,573.44			
12/01/24	12/25/24	FNA 2016-M12 A2 DTD 11/01/2016 2.438% 09/01/2026	3136AUKX8		0.00	1,280.58	1,280.58			
12/01/24	12/25/24	FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027	3137BVZ82		0.00	1,429.17	1,429.17			
12/01/24	12/25/24	FHMS K069 A2 DTD 11/01/2017 3.187% 09/01/2027	3137FBU79		0.00	1,516.73	1,516.73			



Managed Account Security Transactions & Interest

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

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

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
INTEREST										
12/01/24	12/25/24	FHMS K061 A2	3137BTUM1		0.00	1,362.61	1,362.61			
		DTD 01/01/2017 3.347% 11/01/2026								
12/01/24	12/25/24	FHMS K067 A2	3137FAWS3		0.00	1,530.46	1,530.46			
		DTD 09/01/2017 3.194% 07/01/2027								
12/01/24	12/25/24	FHMS K736 A2	3137FNWX4		0.00	1,138.75	1,138.75			
		DTD 09/01/2019 2.282% 07/01/2026								
12/01/24	12/25/24	FN BM4614	3140J9DU2		0.00	422.31	422.31			
		DTD 10/01/2018 3.000% 03/01/2033								
12/01/24	12/25/24	FHMS K739 A2	3137F64P9		0.00	1,386.10	1,386.10			
		DTD 11/01/2020 1.336% 05/01/2027								
12/01/24	12/25/24	FHMS K073 A1	3137FETM2		0.00	606.70	606.70			
		DTD 02/01/2018 3.350% 05/01/2028								
12/01/24	12/25/24	FNA 2016-M3 A2	3136ARTE8		0.00	617.09	617.09			
		DTD 03/01/2016 2.702% 02/01/2026								
12/05/24	12/05/24	TRUIST FINANCIAL CORP (CALLABLE)	05531FBE2		0.00	8,787.50	8,787.50			
		DTD 06/05/2018 3.700% 06/05/2025								
12/11/24	12/11/24	WELLS FARGO BANK NA (CALLABLE)	94988J6F9		0.00	21,672.75	21,672.75			
		DTD 12/11/2023 5.254% 12/11/2026								
12/11/24	12/11/24	JOHN DEERE CAPITAL CORP	24422EXR5		0.00	13,475.00	13,475.00			
		DTD 06/11/2024 4.900% 06/11/2027								
12/15/24	12/15/24	HART 2022-C A3	44933DAD3		0.00	2,724.22	2,724.22			
		DTD 11/09/2022 5.390% 06/15/2027								
12/15/24	12/15/24	KCOT 2024-2A A3	50117DAC0		0.00	1,621.83	1,621.83			
		DTD 06/25/2024 5.260% 11/15/2028								
12/15/24	12/15/24	WFCIT 2024-A2 A	92970QAE5		0.00	1,430.00	1,430.00			
		DTD 10/24/2024 4.290% 11/15/2029								
12/15/24	12/15/24	KCOT 2021-2A A3	50117XAE2		0.00	13.93	13.93			
		DTD 07/28/2021 0.560% 11/17/2025								
12/15/24	12/15/24	TAOT 2023-B A3	891941AD8		0.00	1,648.50	1,648.50			
		DTD 05/23/2023 4.710% 02/15/2028								
12/15/24	12/15/24	CARMX 2022-3 A3	14318MAD1		0.00	1,229.22	1,229.22			
		DTD 07/20/2022 3.970% 04/15/2027								
12/15/24	12/15/24	HART 2021-C A3	44935FAD6		0.00	19.03	19.03			
		DTD 11/17/2021 0.740% 05/15/2026								



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

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	12/15/24	12/15/24	CHAIT 2024-A1 A	161571HV9		0.00	2,740.83	2,740.83			
			DTD 01/31/2024 4.600% 01,16/2029								
	12/15/24	12/15/24	ALLYA 2022-1 A3	02008JAC0		0.00	549.06	549.06			
			DTD 05/18/2022 3.310% 11,15/2026								
	12/15/24	12/15/24	AMXCA 2023-1 A	02582JJZ4		0.00	1,217.50	1,217.50			
			DTD 06/14/2023 4.870% 05,15/2028								
	12/15/24	12/15/24	HART 2024-C A3	448976AD2		0.00	1,396.50	1,396.50			
			DTD 10/16/2024 4.410% 05,15/2029								
	12/15/24	12/15/24	CARMX 2021-3 A3	14317DAC4		0.00	35.70	35.70			
			DTD 07/28/2021 0.550% 06,15/2026								
	12/15/24	12/15/24	FORDO 2023-A A3	344928AD8		0.00	1,065.63	1,065.63			
			DTD 03/31/2023 4.650% 02,15/2028								
	12/15/24	12/15/24	TAOT 2022-D A3	89239HAD0		0.00	1,051.00	1,051.00			
			DTD 11/08/2022 5.300% 09,15/2027								
	12/15/24	12/15/24	WOART 2021-D A3	98163KAC6		0.00	48.88	48.88			
			DTD 11/03/2021 0.810% 10,15/2026								
	12/15/24	12/15/24	HART 2023-B A3	44933XAD9		0.00	776.33	776.33			
			DTD 07/19/2023 5.480% 04,17/2028								
	12/15/24	12/15/24	FORDO 2024-B A3	34531QAD1		0.00	2,571.25	2,571.25			
			DTD 06/24/2024 5.100% 04,15/2029								
	12/15/24	12/15/24	HDMOT 2023-A A3	41285JAD0		0.00	1,497.43	1,497.43			
			DTD 02/23/2023 5.050% 12,15/2027								
	12/15/24	12/15/24	NAROT 2024-B A3	65479WAD6		0.00	813.75	813.75			
			DTD 10/23/2024 4.340% 03,15/2029								
	12/15/24	12/15/24	HAROT 2024-4 A3	43816DAC9		0.00	1,064.46	1,064.46			
			DTD 10/24/2024 4.330% 05,15/2029								
	12/15/24	12/15/24	HUNT 2024-1A A3	446144AE7		0.00	1,394.67	1,394.67			
			DTD 02/22/2024 5.230% 01,16/2029								
	12/15/24	12/15/24	DCENT 2023-A1 A	254683CY9		0.00	2,406.42	2,406.42			
			DTD 04/11/2023 4.310% 03,15/2028								
	12/15/24	12/15/24	US TREASURY N/B	91282CHH7		0.00	44,343.75	44,343.75			
			DTD 06/15/2023 4.125% 06,15/2026								
	12/15/24	12/15/24	BAAT 2024-1A A3	09709AAC6		0.00	535.00	535.00			
			DTD 05/22/2024 5.350% 11,15/2028								



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

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

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
INTEREST										
12/15/24	12/15/24	TAOT 2023-A A3	891940AC2		0.00	1,311.83	1,311.83			
		DTD 01/30/2023 4.630% 09/15/2027								
12/15/24	12/15/24	FORDO 2024-A A3	34535EAD4		0.00	1,654.25	1,654.25			
		DTD 03/19/2024 5.090% 12/15/2028								
12/15/24	12/15/24	CHAIT 2023-A1 A	161571HT4		0.00	3,719.50	3,719.50			
		DTD 09/15/2023 5.160% 09/15/2028								
12/15/24	12/15/24	ALLYA 2022-2 A3	02008MAC3		0.00	2,489.28	2,489.28			
		DTD 10/12/2022 4.760% 05/17/2027								
12/15/24	12/15/24	NAROT 2022-B A3	65480JAC4		0.00	1,475.65	1,475.65			
		DTD 09/28/2022 4.460% 05/17/2027								
12/15/24	12/15/24	TAOT 2024-D A3	89239TAD4		0.00	806.67	806.67			
		DTD 10/17/2024 4.400% 06/15/2029								
12/15/24	12/15/24	US TREASURY N/B	91282CJP7		0.00	89,687.50	89,687.50			
		DTD 12/15/2023 4.375% 12/15/2026								
12/15/24	12/15/24	HAROT 2023-2 A3	437927AC0		0.00	1,437.92	1,437.92			
		DTD 05/30/2023 4.930% 11/15/2027								
12/15/24	12/15/24	COMET 2024-A1 A	14041NGE5		0.00	3,299.33	3,299.33			
		DTD 09/24/2024 3.920% 09/15/2029								
12/15/24	12/15/24	KCOT 2022-2A A3	50117JAC7		0.00	1,678.39	1,678.39			
		DTD 07/21/2022 4.090% 12/15/2026								
12/15/24	12/15/24	FITAT 2023-1 A3	31680EAD3		0.00	2,580.67	2,580.67			
		DTD 08/23/2023 5.530% 08/15/2028								
12/15/24	12/15/24	BACCT 2023-A1 A1	05522RDG0		0.00	1,077.75	1,077.75			
		DTD 06/16/2023 4.790% 05/15/2028								
12/15/24	12/15/24	NAROT 2023-A A3	65480WAD3		0.00	2,045.83	2,045.83			
		DTD 04/26/2023 4.910% 11/15/2027								
12/15/24	12/15/24	USAOT 2024-A A3	90327VAC2		0.00	1,110.79	1,110.79			
		DTD 07/30/2024 5.030% 03/15/2029								
12/15/24	12/15/24	CARMX 2022-2 A3	14317HAC5		0.00	516.68	516.68			
		DTD 04/28/2022 3.490% 02/16/2027								
12/15/24	12/15/24	FORDO 2023-B A3	344930AD4		0.00	1,351.08	1,351.08			
		DTD 06/26/2023 5.230% 05/15/2028								
12/15/24	12/15/24	HDMOT 2022-A A3	41284YAD8		0.00	425.15	425.15			
		DTD 04/20/2022 3.060% 02/15/2027								



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

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

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
INTEREST										
12/15/24	12/15/24	KCOT 2023-1A A3	50117KAC4		0.00	1,526.92	1,526.92			
		DTD 03/31/2023 5.020% 06/15/2027								
12/15/24	12/15/24	ALLYA 2024-2 A3	02007NAC2		0.00	1,190.25	1,190.25			
		DTD 09/27/2024 4.140% 07/16/2029								
12/15/24	12/15/24	KCOT 2022-1A A3	50117EAC8		0.00	646.87	646.87			
		DTD 03/23/2022 2.670% 10/15/2026								
12/15/24	12/15/24	FORDO 2022-A A3	345286AC2		0.00	64.99	64.99			
		DTD 01/24/2022 1.290% 06/15/2026								
12/15/24	12/15/24	CARMX 2022-4 A3	14318UAD3		0.00	2,414.35	2,414.35			
		DTD 10/31/2022 5.340% 08/16/2027								
12/16/24	12/16/24	GMCAR 2024-4 A3	38014AAD3		0.00	1,118.33	1,118.33			
		DTD 10/16/2024 4.400% 08/16/2029								
12/16/24	12/16/24	GMCAR 2023-3 A3	36267KAD9		0.00	749.38	749.38			
		DTD 07/19/2023 5.450% 06/16/2028								
12/16/24	12/16/24	GMCAR 2023-2 A3	362583AD8		0.00	1,098.88	1,098.88			
		DTD 04/12/2023 4.470% 02/16/2028								
12/16/24	12/16/24	GMCAR 2022-1 A3	380146AC4		0.00	70.31	70.31			
		DTD 01/19/2022 1.260% 11/16/2026								
12/21/24	12/21/24	HAROT 2021-4 A3	43815GAC3		0.00	38.34	38.34			
		DTD 11/24/2021 0.880% 01/21/2026								
12/25/24	12/25/24	CHAOT 2024-5A A3	16144QAC9		0.00	627.00	627.00			
		DTD 09/24/2024 4.180% 08/27/2029								
12/25/24	12/25/24	BMWOT 2024-A A3	096919AD7		0.00	2,007.25	2,007.25			
		DTD 06/11/2024 5.180% 02/26/2029								
12/25/24	12/25/24	CHAOT 2024-4A A3	16144YAC2		0.00	2,120.08	2,120.08			
		DTD 07/30/2024 4.940% 07/25/2029								
12/25/24	12/25/24	BMWOT 2023-A A3	05592XAD2		0.00	843.29	843.29			
		DTD 07/18/2023 5.470% 02/25/2028								
12/25/24	12/25/24	BMWOT 2022-A A3	05602RAD3		0.00	294.08	294.08			
		DTD 05/18/2022 3.210% 08/25/2026								
12/25/24	12/25/24	HOME DEPOT INC (CALLABLE)	437076DB5		0.00	5,971.88	5,971.88			
		DTD 06/25/2024 4.875% 06/25/2027								
Transaction Type Sub-Total					0.00	286,972.55	286,972.55			



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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
PAYDOWNS											
	12/01/24	12/25/24	FHMS K736 A2 DTD 09/01/2019 2.282% 07/01/2026	3137FNWX4	873.17	873.17	0.00	873.17	39.09	32.52	
	12/01/24	12/25/24	FHMS K073 A1 DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	10,311.99	10,311.99	0.00	10,311.99	310.16	204.69	
	12/01/24	12/25/24	FHMS K054 A2 DTD 04/01/2016 2.745% 01/01/2026	3137BNGT5	27,495.61	27,495.61	0.00	27,495.61	917.24	391.89	
	12/01/24	12/25/24	FHMS K069 A2 DTD 11/01/2017 3.187% 09/01/2027	3137FBU79	980.58	980.58	0.00	980.58	47.42	41.41	
	12/01/24	12/25/24	FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	1,020.92	1,020.92	0.00	1,020.92	48.13	31.97	
	12/01/24	12/25/24	FNA 2016-M12 A2 DTD 11/01/2016 2.438% 09/01/2026	3136AUKX8	1,228.01	1,228.01	0.00	1,228.01	74.69	50.07	
	12/01/24	12/25/24	FHMS KJ28 A2 DTD 02/01/2020 2.308% 10/01/2027	3137FREE7	20,348.98	20,348.98	0.00	20,348.98	1,272.61	972.91	
	12/01/24	12/25/24	FNA 2016-M3 A2 DTD 03/01/2016 2.702% 02/01/2026	3136ARTE8	457.20	457.20	0.00	457.20	15.48	5.50	
	12/01/24	12/25/24	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	3,041.68	3,041.68	0.00	3,041.68	(199.61)	(143.04)	
	12/15/24	12/15/24	NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	25,844.40	25,844.40	0.00	25,844.40	5.35	2.80	
	12/15/24	12/15/24	KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	15,875.91	15,875.91	0.00	15,875.91	0.60	0.13	
	12/15/24	12/15/24	TAOT 2022-D A3 DTD 11/08/2022 5.300% 09/15/2027	89239HAD0	13,514.68	13,514.68	0.00	13,514.68	1.33	0.75	
	12/15/24	12/15/24	TAOT 2023-A A3 DTD 01/30/2023 4.630% 09/15/2027	891940AC2	16,145.14	16,145.14	0.00	16,145.14	0.01	0.01	
	12/15/24	12/15/24	CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	27,237.24	27,237.24	0.00	27,237.24	0.64	0.31	
	12/15/24	12/15/24	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	12,049.21	12,049.21	0.00	12,049.21	1.64	0.61	
	12/15/24	12/15/24	ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	22,975.05	22,975.05	0.00	22,975.05	4.45	1.90	
	12/15/24	12/15/24	HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	18,747.33	18,747.33	0.00	18,747.33	3.12	1.40	



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

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L	Realized G/L	Sale Method
Trade	Settle							Cost	Amort Cost	
PAYDOWNS										
12/15/24	12/15/24	CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	33,305.23	33,305.23	0.00	33,305.23	7.81	4.35	
12/15/24	12/15/24	KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7	37,348.01	37,348.01	0.00	37,348.01	6.85	3.12	
12/15/24	12/15/24	HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0	20,072.92	20,072.92	0.00	20,072.92	2.02	1.26	
12/15/24	12/15/24	FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	8,928.81	8,928.81	0.00	8,928.81	1.06	0.36	
12/15/24	12/15/24	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	16,250.28	16,250.28	0.00	16,250.28	2.47	1.12	
12/15/24	12/15/24	HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3	42,481.08	42,481.08	0.00	42,481.08	0.20	0.11	
12/15/24	12/15/24	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	13,579.09	13,579.09	0.00	13,579.09	2.23	0.68	
12/15/24	12/15/24	KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	25,005.16	25,005.16	0.00	25,005.16	3.58	1.44	
12/15/24	12/15/24	ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	47,925.14	47,925.14	0.00	47,925.14	0.60	0.32	
12/15/24	12/15/24	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	8,910.16	8,910.16	0.00	8,910.16	1.98	0.62	
12/16/24	12/16/24	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	9,093.93	9,093.93	0.00	9,093.93	0.79	0.31	
12/21/24	12/21/24	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	9,930.89	9,930.89	0.00	9,930.89	2.10	0.55	
12/25/24	12/25/24	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	13,249.25	13,249.25	0.00	13,249.25	0.69	0.27	
Transaction Type Sub-Total				504,227.05	504,227.05	0.00	504,227.05	2,574.73	1,610.34	
SELL										
12/03/24	12/04/24	MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	646,538.70	648,963.22	1,777.80	650,741.02	2,552.41	2,497.47	FIFO
12/03/24	12/04/24	AMXCA 2022-4 A DTD 11/03/2022 4.950% 10/15/2027	02582JJX9	270,000.00	270,949.22	705.38	271,654.60	962.61	956.97	FIFO



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

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L	Realized G/L	Sale	
Trade	Settle							Cost	Amort Cost		Method
SELL											
12/03/24	12/05/24	TRUIST FINANCIAL CORP (CALLABLE) DTD 06/05/2018 3.700% 06/05/2025	05531FBE2	475,000.00	472,354.25	0.00	472,354.25	(27,003.75)	(5,779.28)	FIFO	
12/03/24	12/05/24	US TREASURY N/B DTD 04/01/2024 4.500% 03/31/2026	91282CKH3	1,100,000.00	1,103,050.78	8,975.27	1,112,026.05	12,246.09	9,339.89	FIFO	
12/03/24	12/05/24	FHMS K053 A2 DTD 03/01/2016 2.995% 12/01/2025	3137BN6G4	550,000.00	541,685.55	183.03	541,868.58	(1,976.56)	(6,333.86)	FIFO	
12/03/24	12/05/24	TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	171,176.77	170,240.65	357.57	170,598.22	(907.51)	(921.64)	FIFO	
12/03/24	12/05/24	DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027	254683CW3	665,000.00	660,817.77	1,315.22	662,132.99	(4,099.70)	(4,138.55)	FIFO	
12/03/24	12/05/24	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	67,092.33	66,327.06	28.70	66,355.76	(764.00)	(764.81)	FIFO	
12/03/24	12/05/24	DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/15/2027	254683CS2	570,000.00	566,771.48	1,051.33	567,822.81	(3,182.18)	(3,205.73)	FIFO	
Transaction Type Sub-Total				4,514,807.80	4,501,159.98	14,394.30	4,515,554.28	(22,172.59)	(8,349.54)		
Managed Account Sub-Total						(573,851.25)	289,122.98	(284,728.27)	(19,597.86)	(6,739.20)	
Total Security Transactions						(\$573,851.25)	\$289,122.98	(\$284,728.27)	(\$19,597.86)	(\$6,739.20)	



Account Statement

For the Month Ending **December 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					573,152.01
12/02/24	12/02/24	Purchase - Interest 69353REQ7	1.00	6,906.25	580,058.26
12/04/24	12/04/24	Purchase - Interest 02582JJX9	1.00	705.38	580,763.64
12/04/24	12/04/24	Purchase - Principal 02582JJX9	1.00	270,949.22	851,712.86
12/04/24	12/04/24	Purchase - Interest 58768PAC8	1.00	1,777.80	853,490.66
12/04/24	12/04/24	Purchase - Principal 58768PAC8	1.00	648,963.22	1,502,453.88
12/05/24	12/05/24	Purchase - Interest 05531FBE2	1.00	8,787.50	1,511,241.38
12/05/24	12/05/24	Purchase - Principal 05531FBE2	1.00	472,354.25	1,983,595.63
12/05/24	12/05/24	Purchase - Principal 14044CAC6	1.00	66,327.06	2,049,922.69
12/05/24	12/05/24	Purchase - Interest 14044CAC6	1.00	28.70	2,049,951.39
12/05/24	12/05/24	Purchase - Principal 254683CS2	1.00	566,771.48	2,616,722.87
12/05/24	12/05/24	Purchase - Interest 254683CS2	1.00	1,051.33	2,617,774.20
12/05/24	12/05/24	Purchase - Interest 254683CW3	1.00	1,315.22	2,619,089.42
12/05/24	12/05/24	Purchase - Principal 254683CW3	1.00	660,817.77	3,279,907.19
12/05/24	12/05/24	Purchase - Principal 3137BN6G4	1.00	541,685.55	3,821,592.74
12/05/24	12/05/24	Purchase - Interest 3137BN6G4	1.00	183.03	3,821,775.77
12/05/24	12/05/24	Purchase - Interest 89231CAD9	1.00	357.57	3,822,133.34
12/05/24	12/05/24	Purchase - Principal 89231CAD9	1.00	170,240.65	3,992,373.99
12/05/24	12/05/24	Purchase - Interest 91282CKH3	1.00	8,975.27	4,001,349.26
12/05/24	12/05/24	Purchase - Principal 91282CKH3	1.00	1,103,050.78	5,104,400.04
12/05/24	12/05/24	Redemption - Interest 91282CLX7	1.00	(9,913.67)	5,094,486.37
12/05/24	12/05/24	Redemption - Principal 91282CLX7	1.00	(4,350,339.84)	744,146.53



Account Statement

For the Month Ending **December 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					
12/05/24	12/05/24	IP Fees September 2024	1.00	(7,832.46)	736,314.07
12/05/24	12/05/24	U.S. Bank Fees August 2024	1.00	(469.45)	735,844.62
12/06/24	12/06/24	Redemption - Interest 91282CLX7	1.00	(1,555.42)	734,289.20
12/06/24	12/06/24	Redemption - Principal 91282CLX7	1.00	(649,898.44)	84,390.76
12/11/24	12/11/24	Purchase - Interest 24422EXR5	1.00	13,475.00	97,865.76
12/11/24	12/11/24	Purchase - Interest 94988J6F9	1.00	21,672.75	119,538.51
12/16/24	12/16/24	Purchase - Interest 91282CHH7	1.00	44,343.75	163,882.26
12/16/24	12/16/24	Purchase - Interest 91282CJP7	1.00	89,687.50	253,569.76
12/16/24	12/16/24	Purchase - Interest 02007NAC2	1.00	1,190.25	254,760.01
12/16/24	12/16/24	Purchase - Interest 02008JAC0	1.00	549.06	255,309.07
12/16/24	12/16/24	Purchase - Interest 02008MAC3	1.00	2,489.28	257,798.35
12/16/24	12/16/24	Purchase - Interest 02582JJZ4	1.00	1,217.50	259,015.85
12/16/24	12/16/24	Purchase - Interest 05522RDG0	1.00	1,077.75	260,093.60
12/16/24	12/16/24	Purchase - Interest 09709AAC6	1.00	535.00	260,628.60
12/16/24	12/16/24	Purchase - Interest 14041NGE5	1.00	3,299.33	263,927.93
12/16/24	12/16/24	Purchase - Interest 14317DAC4	1.00	35.70	263,963.63
12/16/24	12/16/24	Purchase - Interest 14317HAC5	1.00	516.68	264,480.31
12/16/24	12/16/24	Purchase - Interest 14318MAD1	1.00	1,229.22	265,709.53
12/16/24	12/16/24	Purchase - Interest 14318UAD3	1.00	2,414.35	268,123.88
12/16/24	12/16/24	Purchase - Interest 161571HT4	1.00	3,719.50	271,843.38
12/16/24	12/16/24	Purchase - Interest 161571HV9	1.00	2,740.83	274,584.21
12/16/24	12/16/24	Purchase - Interest 254683CY9	1.00	2,406.42	276,990.63



Account Statement

For the Month Ending **December 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					
12/16/24	12/16/24	Purchase - Interest 31680EAD3	1.00	2,580.67	279,571.30
12/16/24	12/16/24	Purchase - Interest 344928AD8	1.00	1,065.63	280,636.93
12/16/24	12/16/24	Purchase - Interest 344930AD4	1.00	1,351.08	281,988.01
12/16/24	12/16/24	Purchase - Interest 345286AC2	1.00	64.99	282,053.00
12/16/24	12/16/24	Purchase - Interest 34531QAD1	1.00	2,571.25	284,624.25
12/16/24	12/16/24	Purchase - Interest 34535EAD4	1.00	1,654.25	286,278.50
12/16/24	12/16/24	Purchase - Interest 362583AD8	1.00	1,098.88	287,377.38
12/16/24	12/16/24	Purchase - Interest 36267KAD9	1.00	749.38	288,126.76
12/16/24	12/16/24	Purchase - Interest 380146AC4	1.00	70.31	288,197.07
12/16/24	12/16/24	Purchase - Interest 38014AAD3	1.00	1,118.33	289,315.40
12/16/24	12/16/24	Purchase - Interest 41284YAD8	1.00	425.15	289,740.55
12/16/24	12/16/24	Purchase - Interest 41285JAD0	1.00	1,497.43	291,237.98
12/16/24	12/16/24	Purchase - Interest 437927AC0	1.00	1,437.92	292,675.90
12/16/24	12/16/24	Purchase - Interest 43816DAC9	1.00	1,064.46	293,740.36
12/16/24	12/16/24	Purchase - Interest 446144AE7	1.00	1,394.67	295,135.03
12/16/24	12/16/24	Purchase - Interest 448976AD2	1.00	1,396.50	296,531.53
12/16/24	12/16/24	Purchase - Interest 44933DAD3	1.00	2,724.22	299,255.75
12/16/24	12/16/24	Purchase - Interest 44933XAD9	1.00	776.33	300,032.08
12/16/24	12/16/24	Purchase - Interest 44935FAD6	1.00	19.03	300,051.11
12/16/24	12/16/24	Purchase - Interest 50117DAC0	1.00	1,621.83	301,672.94
12/16/24	12/16/24	Purchase - Interest 50117EAC8	1.00	646.87	302,319.81
12/16/24	12/16/24	Purchase - Interest 50117JAC7	1.00	1,678.39	303,998.20



Account Statement

For the Month Ending **December 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					
12/16/24	12/16/24	Purchase - Interest 50117KAC4	1.00	1,526.92	305,525.12
12/16/24	12/16/24	Purchase - Interest 50117XAE2	1.00	13.93	305,539.05
12/16/24	12/16/24	Purchase - Interest 65479WAD6	1.00	813.75	306,352.80
12/16/24	12/16/24	Purchase - Interest 65480JAC4	1.00	1,475.65	307,828.45
12/16/24	12/16/24	Purchase - Interest 65480WAD3	1.00	2,045.83	309,874.28
12/16/24	12/16/24	Purchase - Interest 891940AC2	1.00	1,311.83	311,186.11
12/16/24	12/16/24	Purchase - Interest 891941AD8	1.00	1,648.50	312,834.61
12/16/24	12/16/24	Purchase - Interest 89239HAD0	1.00	1,051.00	313,885.61
12/16/24	12/16/24	Purchase - Interest 89239TAD4	1.00	806.67	314,692.28
12/16/24	12/16/24	Purchase - Interest 90327VAC2	1.00	1,110.79	315,803.07
12/16/24	12/16/24	Purchase - Interest 92970QAE5	1.00	1,430.00	317,233.07
12/16/24	12/16/24	Purchase - Interest 98163KAC6	1.00	48.88	317,281.95
12/16/24	12/16/24	Purchase - Principal 02008MAC3	1.00	47,925.14	365,207.09
12/16/24	12/16/24	Purchase - Principal 02008JAC0	1.00	22,975.05	388,182.14
12/16/24	12/16/24	Purchase - Principal 89239HAD0	1.00	13,514.68	401,696.82
12/16/24	12/16/24	Purchase - Principal 98163KAC6	1.00	12,049.21	413,746.03
12/16/24	12/16/24	Purchase - Principal 14317DAC4	1.00	13,579.09	427,325.12
12/16/24	12/16/24	Purchase - Principal 41285JAD0	1.00	20,072.92	447,398.04
12/16/24	12/16/24	Purchase - Principal 345286AC2	1.00	8,928.81	456,326.85
12/16/24	12/16/24	Purchase - Principal 50117JAC7	1.00	37,348.01	493,674.86
12/16/24	12/16/24	Purchase - Principal 44935FAD6	1.00	8,910.16	502,585.02
12/16/24	12/16/24	Purchase - Principal 14318UAD3	1.00	33,305.22	535,890.24



Account Statement

For the Month Ending **December 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					
12/16/24	12/16/24	Purchase - Principal 380146AC4	1.00	9,093.93	544,984.17
12/16/24	12/16/24	Purchase - Principal 14317HAC5	1.00	16,250.28	561,234.45
12/16/24	12/16/24	Purchase - Principal 50117EAC8	1.00	25,005.16	586,239.61
12/16/24	12/16/24	Purchase - Principal 41284YAD8	1.00	18,747.33	604,986.94
12/16/24	12/16/24	Purchase - Principal 44933DAD3	1.00	42,481.08	647,468.02
12/16/24	12/16/24	Purchase - Principal 65480JAC4	1.00	25,844.40	673,312.42
12/16/24	12/16/24	Purchase - Principal 50117XAE2	1.00	15,875.91	689,188.33
12/16/24	12/16/24	Purchase - Principal 891940AC2	1.00	16,145.14	705,333.47
12/16/24	12/16/24	Purchase - Principal 14318MAD1	1.00	27,237.24	732,570.71
12/17/24	12/17/24	Redemption - Principal 3136BTGM9	1.00	(579,000.00)	153,570.71
12/17/24	12/17/24	Redemption - Interest 3136BTGM9	1.00	(774.67)	152,796.04
12/18/24	12/18/24	IP Fees October 2024	1.00	(8,154.44)	144,641.60
12/18/24	12/18/24	U.S. Bank Fees September 2024	1.00	(440.33)	144,201.27
12/23/24	12/23/24	Purchase - Interest 43815GAC3	1.00	38.34	144,239.61
12/23/24	12/23/24	Purchase - Principal 43815GAC3	1.00	9,930.89	154,170.50
12/26/24	12/26/24	Purchase - Interest 437076DB5	1.00	5,971.88	160,142.38
12/26/24	12/26/24	Purchase - Interest 3137BNGT5	1.00	2,573.44	162,715.82
12/26/24	12/26/24	Purchase - Interest 3137BRQJ7	1.00	2,462.92	165,178.74
12/26/24	12/26/24	Purchase - Interest 3137BSP72	1.00	1,890.26	167,069.00
12/26/24	12/26/24	Purchase - Interest 05592XAD2	1.00	843.29	167,912.29
12/26/24	12/26/24	Purchase - Interest 05602RAD3	1.00	294.08	168,206.37
12/26/24	12/26/24	Purchase - Interest 096919AD7	1.00	2,007.25	170,213.62



Account Statement

For the Month Ending **December 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					
12/26/24	12/26/24	Purchase - Interest 16144QAC9	1.00	627.00	170,840.62
12/26/24	12/26/24	Purchase - Interest 16144YAC2	1.00	2,120.08	172,960.70
12/26/24	12/26/24	Purchase - Interest 3136ARTE8	1.00	617.09	173,577.79
12/26/24	12/26/24	Purchase - Interest 3136AUKX8	1.00	1,280.58	174,858.37
12/26/24	12/26/24	Purchase - Interest 3137BN6G4	1.00	1,372.71	176,231.08
12/26/24	12/26/24	Purchase - Interest 3137BTUM1	1.00	1,362.61	177,593.69
12/26/24	12/26/24	Purchase - Interest 3137BUX60	1.00	1,422.08	179,015.77
12/26/24	12/26/24	Purchase - Interest 3137BVZ82	1.00	1,429.17	180,444.94
12/26/24	12/26/24	Purchase - Interest 3137F1G44	1.00	1,553.94	181,998.88
12/26/24	12/26/24	Purchase - Interest 3137F64P9	1.00	1,386.10	183,384.98
12/26/24	12/26/24	Purchase - Interest 3137FAWS3	1.00	1,530.46	184,915.44
12/26/24	12/26/24	Purchase - Interest 3137FBBX3	1.00	3,108.84	188,024.28
12/26/24	12/26/24	Purchase - Interest 3137FBU79	1.00	1,516.73	189,541.01
12/26/24	12/26/24	Purchase - Interest 3137FREE7	1.00	811.00	190,352.01
12/26/24	12/26/24	Purchase - Interest 3140J9DU2	1.00	422.31	190,774.32
12/26/24	12/26/24	Purchase - Interest 3137FETM2	1.00	606.70	191,381.02
12/26/24	12/26/24	Purchase - Interest 3137FNWX4	1.00	1,138.75	192,519.77
12/26/24	12/26/24	Purchase - Principal 3137FREE7	1.00	20,348.98	212,868.75
12/26/24	12/26/24	Purchase - Principal 3137FBU79	1.00	980.58	213,849.33
12/26/24	12/26/24	Purchase - Principal 3137FNWX4	1.00	873.17	214,722.50
12/26/24	12/26/24	Purchase - Principal 05602RAD3	1.00	13,249.25	227,971.75
12/26/24	12/26/24	Purchase - Principal 3137FETM2	1.00	10,311.99	238,283.74



Account Statement

For the Month Ending **December 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					
12/26/24	12/26/24	Purchase - Principal 3137BNGT5	1.00	27,495.61	265,779.35
12/26/24	12/26/24	Purchase - Principal 3137BTUM1	1.00	1,020.92	266,800.27
12/26/24	12/26/24	Purchase - Principal 3140J9DU2	1.00	3,041.68	269,841.95
12/26/24	12/26/24	Purchase - Principal 3136ARTE8	1.00	457.20	270,299.15
12/26/24	12/26/24	Purchase - Principal 3136AUKX8	1.00	1,228.01	271,527.16
12/31/24	01/02/25	Accrual Income Div Reinvestment - Distributions	1.00	1,127.42	272,654.58

Closing Balance

272,654.58

	Month of December	Fiscal YTD July-December	
Opening Balance	573,152.01	39,967.95	Closing Balance
Purchases	5,307,881.29	30,727,878.27	Average Monthly Balance
Redemptions (Excl. Checks)	(5,608,378.72)	(30,495,191.64)	Monthly Distribution Yield
Check Disbursements	0.00	0.00	
Closing Balance	272,654.58	272,654.58	
Cash Dividends and Income	1,127.42	10,632.58	



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 11, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Derek Cole, Interim City Attorney [DC](#)

SUBJECT: REJECTION OF CLAIMS: BRITTANY HOPPER, MARSHAE PETER AND ANGELIA BAXTER

RECOMMENDED ACTION

It is recommended that the City Council reject the claims submitted by Brittany Hopper, Marshae Peter and Angelia Baxter.

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 February 11, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kevin Scudero, Senior Planner *KS*

APPROVED BY: Kwame Reed, Assistant City Manager/Acting Community Development Director *ZM for KR*

SUBJECT: Albers Ranch Project (GP-19-04, MDP-19-01) Second Reading: Ordinance

RECOMMENDED ACTION

It is recommended that the City Council adopt the ordinance rezoning the project site to Hillside Planned Development (HPD).

FISCAL IMPACT

The development of the Albers Ranch Project will be fully funded by the developer. The City will incur no costs in the development. The development of the project will generate revenue for the City through increased property taxes and the annexation into Community Facilities Districts for Police and Public Services.

DISCUSSION

The adoption of an ordinance requires two separate readings. The City Council introduced the subject ordinance at its January 28, 2025 regular meeting. This second reading will finalize the adoption of the ordinance. The ordinance will take effect 30 days after its final passage. (Gov. Code, § 36937).

The Albers Ranch project is a 294-unit Single Family subdivision with a future assisted living facility and neighborhood commercial uses. The 96.5-acre Albers Ranch Project site is located southeast of the future extension of Sand Creek Road in the southeastern portion of the City of Antioch and is identified by Assessor's Parcel Numbers (APNs) 057-042-006 and 057-050-021.

On January 28, 2025 the Antioch City Council voted to approve the following entitlements for the project:

- *Certification of the Albers Ranch Project Environmental Impact Report.* Pursuant to the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) was prepared to evaluate the potential

impacts to the environment associated with implementation of the proposed project. Certification of the EIR includes adopting findings of fact, a statement of overriding considerations, and a mitigation monitoring and reporting program.

- *General Plan Amendment*. General Plan text and map amendment to the Sand Creek Focus Area of the General Plan to change the land use designations of the site from Hillside, Estate and Executive Residential/Open Space and Commercial/Open Space to Medium Low Density Residential (MLDR)/Open Space and Commercial/Open Space. A text amendment to the Sand Creek Focus Area of the General Plan would also be required to add the Albers Ranch Sub-Area to the Sand Creek Focus Area.
- *Introducing and waiving the First Reading of the Hillside Planned Development (HPD) Ordinance*. The Albers Ranch project requires a rezone from Study Zone (S) to Hillside Planned Development (HPD), subject to a Master Development Plan. The Master Development Plan and HPD would establish the development standards applicable to the project site.
- *Vesting Tentative Subdivision Map*. Vesting Tentative Subdivision Map to subdivide the 96.5-acre project site into 294 single-family residential lots (31.2 acres), 13.2 acres of private roadway improvements, 3.0 acres for the assisted living facility and neighborhood commercial, and 49.1 acres for parks, open space, recreation, and water quality/detention purposes.
- *Resource Management Plan*. Pursuant to Section 4.46.7(t) of the City of Antioch General Plan, the applicant has prepared the Resource Management Plan for City approval.

ENVIRONMENTAL REVIEW

An Environmental Impact Report (EIR) was prepared for this project in accordance with CEQA. A Notice of Preparation (NOP), as well as a detailed Initial Study, was prepared for the Draft EIR and was released for a 30-day review from October 15, 2021 to November 15, 2021. In addition, a public scoping meeting was held on October 28, 2021 to solicit public comments regarding the scope of the Draft EIR. During the NOP public review period, the City of Antioch received three comment letters, including Caltrans, CCCFCD, and the Native American Heritage Commission (NAHC). Verbal comments were not received at the public scoping meeting held on October 28, 2021. On January 28, 2025 the Antioch City Council certified the EIR

ATTACHMENTS

- A. Proposed Ordinance

ATTACHMENT “A”

ORDINANCE NO. XXXX-C-S

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE THE APPROXIMATELY 95.6-ACRE PROJECT SITE (APNs 057- 042-006 AND 057-050-021), FROM STUDY ZONE TO HILLSIDE PLANNED DEVELOPMENT (MDP-19-01) FOR THE ALBERS RANCH PROJECT

The City Council of the City of Antioch does ordain as follows:

SECTION 1:

Pursuant to Section 15074 of the Guidelines of the California Environmental Quality Act (CEQA), on January 28, 2025, the Antioch City Council certified the Environmental Impact Report, Mitigation Monitoring and Reporting Program, AND Statement of Overriding Considerations for the Albers Ranch Project.

SECTION 2:

At its regular meeting of November 20, 2024, the Planning Commission recommended that the City Council adopt the Ordinance to rezone the subject property from Study Zone (S) to Hillside Planned Development (HPD) District (MDP-19-01) for the Albers Ranch Project.

SECTION 3:

The Master Development Plan/Vesting Tentative Subdivision Map, adopted by City Council Resolution No. 2025/12 establishes the land plan to implement the proposed HPD zoning. The real property is attached hereto in Exhibit A, attached hereto, is hereby rezoned from S to HPD District (MDP-19-01) for the Albers Ranch Project, and the zoning map is hereby amended accordingly.

SECTION 4:

The development standards, as defined below, for the subject property (APNs 057-042-006 and 057-050-021), known as the Albers Ranch Project, are herein incorporated into this ordinance, and are binding upon said property.

ALBERS RANCH HILLSIDE PLANNED DEVELOPMENT DISTRICT

§ 9-5.xxxx Purpose.

- A. The Albers Ranch Hillside Planned Development District (“Albers Ranch District”) is intended to implement the General Plan's stated vision for the development of the land in the Sand Creek Focus Area east of Deer Valley Road, adjacent to Dozier Libby High School, the Aviano residential project, and the Vineyard residential project on Heidorn

Ranch Road, and inside the existing boundaries of the voter-approved Urban Limit Line (“ULL”).

- B. The Albers Ranch District provides flexible development standards designed to ensure the development of the District as a master planned community that preserves significant features of hillside areas such as drainage swales, streams, steep slopes, ridgelines, rock outcroppings, and native vegetation. The Albers Ranch District shall be defined principally by medium low-density single-family residential along with natural and recreational open spaces. The development standards applicable to the Albers Ranch District are provided below.

§ 9-5.xxxx Residential Uses

A. Single-Family Medium Low-Density

1. Purpose and application

- (a) 45' x 80' lots

This designation is for medium low-density lots with a minimum lot size of 3,600 square feet, on a combination of graded, partially graded, or sloping lots consistent with the retention of the natural character of the terrain.

- (b) 50' x 90' lots

This designation is for medium low-density lots with a minimum lot size of 4,500 square feet on a combination of graded, partially graded, or sloping lots consistent with the retention of the natural character of the terrain.

2. Property development standards

	45' x 80' lots	50' x 90' lots
Minimum Lot Size	3,600 sf	4,500 sf
Minimum width, internal lot	45 ft.	50 ft.
Minimum width, corner lot	50 ft.	55 ft.
Minimum lot depth	80 ft.	90 ft.
Minimum setbacks¹		
Front (covered porch)	10 ft.	10 ft.
Front (living area)	12 ft.	12 ft.
Front (garage w/o sidewalk)	18 ft.	18 ft.
Front (garage w/ sidewalk) ²	20 ft.	20 ft.
Rear (average)	12 ft.	12 ft.
Rear	10 ft.	10 ft.
Side ³	4 ft.	4 ft.
Side (corner lot)	9 ft.	9 ft.
Side (porch at corner lot)	5 ft.	5 ft.
Rear (covered patio)	5 ft.	5 ft.

Footnotes:

1. Chimneys, fireplaces, accent walls or pilasters, bay windows, eaves, or similar architectural projections may encroach 2' into the required setback.
2. Second floor living space located above a garage may adhere to front setback guidelines.
3. Air conditioning condensers are allowed in side yard setbacks.

3. Permitted uses

Home occupations	P
Second residential unit	P
Single-family dwelling	P
Age-restricted housing	P
Residential community amenity (community center, fitness center/pool)	P
Open space	P
Parks and park facilities, public and private	P
Trail/Trailhead facilities	P
Storm Drainage facilities	P
Resource protection / restoration	P
Model homes	P
Sales, leasing office, and trailers	P
Temporary construction building and uses	P

§ 9-5.xxxx Assisted Living/Neighborhood Commercial Uses

A. Assisted Living

The Assisted Living zone is intended to serve primarily the Albers Ranch neighborhood and the immediate community

1. Property development standards

Determined through the conditional use permit process.

2. Permitted uses

Determined through the conditional use permit process.

B. Neighborhood Commercial

1. Purpose and application

The Neighborhood Commercial zone is intended to serve primarily the Albers Ranch neighborhood and the immediate community, providing retail goods, food/drug, eating establishments, professional services for daily needs, and other similar commercial uses.

2. Property development standards

Consistent with the C-2 Neighborhood Commercial zoning district standards in the City's existing zoning ordinance

3. Permitted uses

Consistent with the C-2 Neighborhood Commercial zoning district standards in the City's existing zoning ordinance

§ 9-5.xxxx Open Space Uses

A. Open Space/Recreation

1. Purpose and application

The Open Space/Recreation zone is to provide for the establishment of open space areas to protect natural resources, provide stormwater drainage, to create parks for recreation and community gathering, and key landscape areas to provide community enhancement and connectivity.

2. Property development standards

N/A

3. Permitted uses

Open space	P
Trail/Trailhead facilities	P
Storm Drainage facilities	P
Resource protection / restoration	P

SECTION 5:

The City Council finds that the public necessity requires the proposed zone change; that the subject property is suitable to the uses permitted in the proposed zone change; that said permitted uses are not detrimental to the surrounding property; and that the proposed zone change is in conformance with the Antioch General Plan, as amended.

SECTION 6:

This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

I HEREBY CERTIFY that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 28th of January 2025, and passed and adopted at a regular meeting thereof, held on the 11th of February, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ROWLAND BERNAL JR.
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

REZONE LEGAL DESCRIPTION

LEGAL DESCRIPTION

The land referred to is situated in the County of Contra Costa, City of Antioch, State of California, and is described as follows:

Parcel D, as shown on the Parcel Map M.S. 55-83, filed May 14, 1985, Book 116 of Parcel Maps, Page 1, Contra Costa County Records.

EXCEPTING THEREFROM the parcel of land described in the Deed to John T. Camara et ux, recorded July 23, 1987, Book 13791, Page 835, Official Records; said parcel of land being also shown on the Record of Survey Lot Line Adjustment filed June 30, 1987, Book 83 of Licensed Surveyor's Maps, Page 50, Contra Costa County Records.

FURTHER EXCEPTING THEREFROM: That portion of land as described in the Final Order of Condemnation by the Contra Costa County Flood Control and Water Conservation District, recorded August 16, 2012, Series No. 2012-0198173, Official Records.

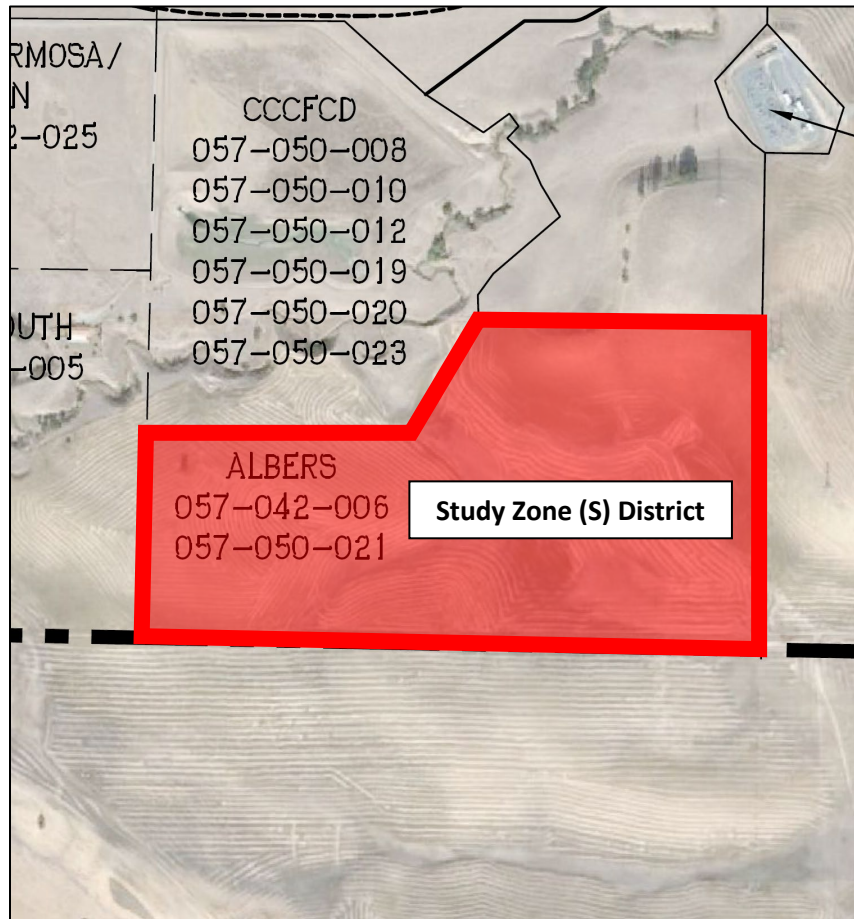
Also Excepting therefrom:

All oil, gas, casinghead gas, asphaltum and other hydrocarbons and all chemical gas and minerals, now or hereafter found, situated or located in all or any part or portion of the lands described herein lying more than five hundred feet (500') below the surface thereof, together with the right to slant drill for and remove all or any of said oil, gas, casinghead gas, asphaltum and other hydrocarbons and chemical gas and minerals, lying below a depth of 500 feet (500') below the surface thereof; but without rights whatsoever to enter upon the surface thereof, as reserved in the Grant Deed recorded August 31, 2010, Series No. 2010-0182953, Official Records.

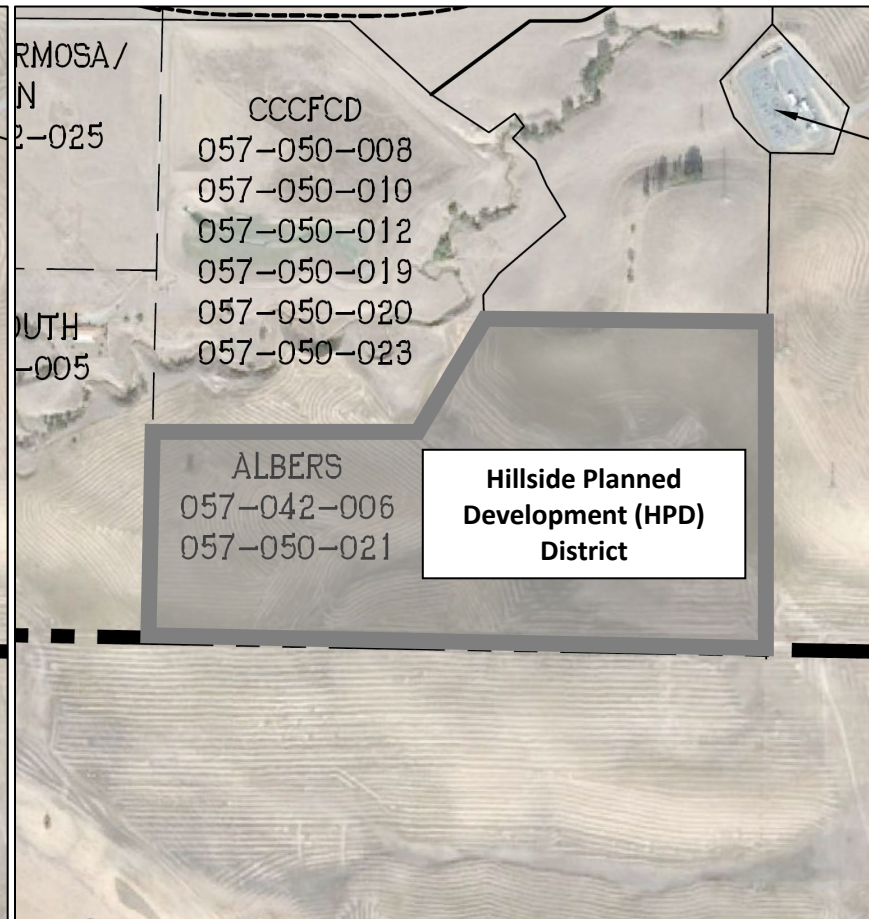
APN: 057-050-021 and 057-042-006

Proposed Rezone Exhibit

Existing Zoning



Proposed Zoning



CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 11, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kevin Scudero, Senior Planner *KS*

APPROVED BY: Kwame Reed, Assistant City Manager/Acting Community Development Director *ZM for KR*

SUBJECT: AMPORTS Development Agreement (UP-20-14, AR-20-18, V-21-04) Second Reading

RECOMMENDED ACTION

It is recommended that the City Council adopt the ordinance approving the proposed Development Agreement between the City of Antioch and APS West Coast, Inc. for the AMPORTS project.

FISCAL IMPACT

Approval of the Development Agreement would result in additional revenue to the General Fund through the payment of an occupied truck trip fee. Based on the maximum number of vessels allowed by the Planning Commission's approval, the project will generate up to \$100,000 in revenue annually in truck trips.

DISCUSSION

The adoption of an ordinance requires two separate readings. The City Council introduced the subject ordinance at its January 28, 2025, regular meeting. This second reading will finalize the adoption of the ordinance. The ordinance will take effect 30 days after its final passage. (Gov. Code § 36937).

The intent of the proposed Development Agreement is to allow the Developer to begin moving cargo through the pier while postponing the construction of most upland Improvements identified in the Project Approvals until the Project can demonstrate the financial viability of the site for cargo shipping. The "Initial Improvements" identified in Section 2.5.1 of the Development Agreement (found in Attachment A) will be constructed within thirty (30) days of execution of this Agreement. These include improvements such as the installation of stop signs and implementation of a parking lot sweeping program. The "Operational Improvements" identified in Section 2.5.2 of the Development Agreement will be constructed by the earlier of the fourth year following the Effective Date of the agreement or the berthing of the 33rd vessel. These improvements include the construction and signing and striping of the parking lot. These are conditions that the City

required in the project entitlements to improve the site, but the site is still able to function with these improvements deferred. The new building is not required to be constructed, but should it be, the improvements associated with it (e.g. undergrounding of utilities) will be required to be constructed as well.

The benefits provided to the City in this agreement are the payment of a Truck Trip Fee as described in Section 2.6 of the Development Agreement. The Developer is obligated to pay a fee of \$50.00 per occupied car carrier truck trip. The Developer will provide payments to the City quarterly along with a quarterly report detailing the number of vehicles stored at the site and the number of car carrier trips. Based on the maximum number of vessels allowed by the Planning Commission's approval, the applicant estimates up to 2,000 truck trips per year.

On January 28, 2025, the Antioch City Council voted to introduce and waive the first reading of the ordinance approving the proposed Development Agreement between the City of Antioch and APS West Coast, Inc. for the AMPORTS project.

ENVIRONMENTAL REVIEW

The Antioch Planning Commission approved an Initial Study/Mitigated Negative Declaration (IS/MND) for the project on September 1, 2021. The current request for approval of a Development Agreement would not create any new potentially significant environmental impacts for the project.

ATTACHMENTS

- A. Proposed Ordinance
- B. Site Map

ATTACHMENT “A”

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND APS WEST COAST, INC. FOR THE AMPORTS PROJECT (UP-20-14, AR-20-18, V-21-04)

WHEREAS, the City of Antioch (“City”) received a request from APS West Coast, Inc. (“Applicant”) seeking City approval of a Development Agreement for The AMPORTS Project (“Project”) (UP-20-14, AR-20-18, V-21-04);

WHEREAS, the project site is located at 2301 Wilbur Avenue (APNs 051-020-006 and 051-020-012);

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, *et. seq.* of the Government Code, which authorizes the City of Antioch to enter into an agreement with any person having a legal of equitable interest in real property providing for the development of such property in order to establish certainty in the development process;

WHEREAS, the City of Antioch previously adopted an implementing ordinance (Article 32 of the Zoning Ordinance) authorizing and regulating the use of Development Agreements;

WHEREAS, the City and APS West Coast, Inc. have negotiated the Development Agreement attached as Exhibit A to this resolution;

WHEREAS, the proposed Development Agreement complies with the requirements of Article 32 of the City of Antioch Zoning Code;

WHEREAS, on September 1, 2021, the Planning Commission adopted the Initial Study / Mitigated Negative Declaration (IS/MND), Mitigation Monitoring and Reporting Program (MMRP) for the Amports Project;

WHEREAS, on September 1, 2021 the Planning Commission approved a Use Permit, Design Review and Variance for the development of an automotive logistics and processing facility the project site;

WHEREAS, the Planning Commission conducted a duly notice public hearing on December 4, 2024 at which it recommended to the City Council that the Development Agreement be approved. The City Council held a duly noticed public hearing on January 28, 2025 at which all interested persons were allowed to address the Council on the Development Agreement.

The City Council of the City of Antioch does ordain as follows:

SECTION 1: Recitals

The recitals above are true and correct and are hereby adopted as findings as if fully set forth herein.

SECTION 2: Findings

The City Council finds that the Development Agreement is consistent with the City's General Plan as well as all provisions of the City's Zoning Ordinance and Municipal Code, as required in Antioch Municipal Code § 9-5.3207. The City Council finds that the Development Agreement implements General Plan objectives by working toward the redevelopment of heavy industrial areas along the Wilbur Avenue corridor and providing appropriate incentives to attract new businesses.

SECTION 3: City Council Review

The City Council has reviewed, considered, and evaluated all of the information prior to acting upon Ordinance.

SECTION 4: Record of Proceedings

The documents and other materials that constitute the record of proceedings upon which the City Council has based its recommendation are located in and may be obtained from the City of Antioch's Clerk's Office, 200 H Street, Antioch, CA 94509

SECTION 5: Development Agreement

The Development Agreement included as Exhibit "A" is hereby approved, subject to minor and clarifying revisions approved by the City Manager and City Attorney, and the City Manager is authorized and directed to sign it on behalf of the City of Antioch.

SECTION 6: CEQA

An IS/MND was certified for the AMPORTS Project on September 1, 2021. The City Council has concluded that there have been no substantial changes to the project through the Development Agreement. Therefore, in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, a subsequent environmental document is not required.

SECTION 7: Severability

Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unreasonable, or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 8: Publication; Effective Date

This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

* * * * *

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 28th day of January 2025, and passed and adopted at a regular meeting thereof, held on the 11th day of February 2025.

AYES:

NOES:

ABSTAIN:

ABSENT:

ROWLAND BERNAL JR.
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

CITY OF ANTIOCH
200 H Street
Antioch, CA 94509
Attention: City Clerk

(Space above line for Recorder's use only)

Address: 2301 and 2603 Wilbur Avenue
Antioch, California
APN: 051-020-006 and 051-020-012

The undersigned declare(s):
Documentary Transfer Tax is: \$0.00 [Gov't Code §§ 27388.1(a)(2) and 27388.2(b); Rev. & Tax. Code § 11911]
☐ computed on full value of property conveyed, or
☐ computed on full value of less of liens and encumbrances remaining at time of sale.
☐ unincorporated area: ☒ City of Antioch
☒ Signature of Declarant
APS WEST COAST, INC.

By: Jacob Brown
Its: Chief Financial Officer

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF ANTIOCH, A MUNICIPAL CORPORATION

AND

APS WEST COAST, INC., A CALIFORNIA CORPORATION

Adopted by the Antioch City Council
on _____, 2024

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND
APS WEST COAST, INC.**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) by and between the City of Antioch, a municipal corporation (“**City**”) and APS West Coast, Inc. a California corporation (“**Developer**”) (each a “**Party**” and collectively the “**Parties**”), pursuant to the authority of Division 1, Chapter 4, Article 2.5, Sections 65864 *et seq.* of the California Government Code (the “**Statute**”) ¹ is entered into as of _____, 2024 (the “**Effective Date**”) in the following factual context:

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the California State Legislature enacted the Statute, which authorizes the City to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property.

B. Developer proposes to develop an automotive logistics and processing facility for vehicles prior to their distribution to dealerships (the “**Project**”) on the real property commonly known as 2301 and 2603 Wilbur Avenue, in the City of Antioch, also known as Contra Costa County Assessor’s Parcel No. 051-020-006 and 051-020-012, and more particularly described in **Exhibit A** (sometimes “**2301 Wilbur**” or “**2603 Wilbur**,” respectively, and sometimes collectively the “**Property**”). The Project includes the conversion and upgrade of the existing wharf for roll on/roll off operations (the “**Pier Upgrades**”), construction of a new pre-engineered metal building of approximately 25,328 square feet (the “**New Building**”), and new site improvements (the “**Improvements**”) - including new paving, the demolition and construction of new utility connections, stormwater improvements, lighting, and fencing on the Property, all in accordance with the Project Approvals defined in **Recital D** of this Agreement.

C. In exchange for the covenants contained in this Agreement and the continued commitment of Developer to provide the benefits described in the Project Approvals, when and if the Project proceeds, and in order to encourage the investment by Developer necessary to proceed with the Project, the City is willing to enter into this Agreement to set forth the rights of Developer to complete the Project as provided in this Agreement.

D. The City Council has approved the following which collectively are referred to as the “**Project Approvals**”:

(1) Resolution No. 2021-20 adopted by the Planning Commission on September 1, 2021 certifying the Initial Study/Mitigated Negative Declaration for the Project and adopting the Mitigation Monitoring and Reporting Program.

(2) Resolution No. 2021-21, adopted by the Planning Commission on September 1, 2021 approving a Use Permit (UP-20-14), Design Review (AR-20-18), and Variance (V-21-04), subject to conditions on approval, a true and correct copy of which is appended to this Agreement as **Exhibit B** and incorporated herein by this reference.

The Project Approvals impact a Thirty-Eight and 9/10th- (38.9-) acre area of the Property (“**Affected Property**”).

¹ All further statutory references in this Development Agreement shall be to the California Government Code, unless otherwise stated.

E. On _____, 2024, at a duly noted public hearing, the Planning Commission of the City of Antioch adopted Resolution No. 2024-_____, recommending approval of this Agreement.

F. On _____, 2024, after a duly noticed public hearing, the City Council considered this Agreement and conducted a first reading of Ordinance No. 2024-_____ approving this Agreement.

G. On _____, 2024, the City Council conducted a second reading and adopted Ordinance No. 2024-_____ approving this Agreement.

H. After receipt of the Project Approvals, Developer obtained building permits and invested significant funds to construct the Pier Upgrades at 2301 Wilbur. Developer wishes to begin moving cargo through the pier but wishes to delay construction of most Improvements including but not limited to the New Building. Some of the Improvements are proposed to be constructed within thirty (30) days of execution of this Agreement; some within several years; and others would be constructed when the number of vessels that access the site increases to a point where construction of those Improvements is financially viable. The timelines for construction of the Improvements are described in Section 2.5 below. The New Building may or may not be constructed; if it is constructed, any Improvements associated with the New Building will be required to be constructed at that time. City and Developer intend that this Agreement will allow Developer to postpone the construction of most upland Improvements identified in the Project Approvals until the Project can demonstrate the financial viability of the Affected Property for cargo shipping.

I. Developer currently stores automobiles on 2603 Wilbur, which storage is a preexisting legal non-conforming use. City and Developer intend that once Developer berths the first vessel at the pier, Developer will begin making payments to City as set forth in this Agreement for cars stored on 2603 Wilbur as well as the Affected Property.

A G R E E M E N T

In this factual context and intending to be legally bound, the Parties agree as follows:

ARTICLE 1 TERM AND APPLICABLE LAW

1.1 Incorporation of Recitals. The preamble, the Recitals, and all defined terms set forth in both are incorporated into this Agreement by this reference.

1.2 Term.

1.2.1 The term of this Agreement shall commence as of the Effective Date and continue for ten (10) years thereafter, to and including _____, 2034 (the “**Term**”), unless sooner terminated or extended as provided herein. The term shall automatically be extended by: (a) any period of Enforced Delay (as defined herein); (b) any period of time during which a lawsuit brought by a third party challenging any aspect of the Project is pending; and/or (c) any period of time during which the filing of a referendum petition or initiative petition delays development of the Project. All such original and extended periods are referred to as the “**Term**” Subject to ARTICLE 8, in the event that Developer shall fail to make the “**Operational Improvements**” within the timeframe established by and in compliance with in Section 2.6.1, below, the Term shall be reduced to four (4) years.

1.2.2. The expiration of the Term shall not be interpreted to, and shall not affect, terminate or waive any additional rights that Developer may have that exist independently of this

Agreement and derive from common law vesting or other laws or regulations of the State or the City.

1.2.3 The Term and the term of any Project Approval may be extended from time-to-time pursuant to Section 3.4, or ARTICLE 5.

1.3 Applicable Law. The rules, regulations, and official policies governing permitted uses of the Property and density and improvement requirements applicable to development of the Property in accordance with the Project Approvals shall be the ordinances, rules, regulations, and official policies in force as of the Effective Date (collectively, the “**City Regulations**”), except as otherwise expressly provided in the Project Approvals or this Agreement. The law applicable to the Project shall be (a) the City Regulations, (b) the Project Approvals and (c) this Agreement (collectively, the “**Applicable Law**”). If there is a conflict between this Agreement and the City Regulations or Project Approvals, this Agreement shall control. If there is a conflict between the Project Approvals and the City Regulations, the Project Approvals shall control.

ARTICLE 2 COVENANTS OF DEVELOPER

2.1 Obligations of Developer Generally. Developer shall have no obligation to proceed with or complete the Project at any particular time or at all, except as provided in Section 2.6. However, to the extent that Developer proceeds with the Project, it shall comply with the Applicable Law, as defined in Section 1.3.

2.2 Development of the Property. Developer hereby agrees that development of the Project shall be in accordance with the Project Approvals, including any conditions of approval and the mitigation measures for the Project as adopted by the City, and any amendments to the Project Approvals as may, from time to time, be approved pursuant to this Agreement. Developer shall not be obligated to construct any particular aspect of the Project except as required under this Agreement.

2.3 Fees.

2.3.1 Developer shall pay when due all generally applicable fees in effect, and at the rates and in the amounts applicable, at the time of payment. Developer shall pay project specific fees as required by the Project Approvals. “**Generally Applicable Fees**” are those fees of the City that are applicable to (a) all similar residential projects, or (b) all construction work similar in nature to work required by the Project Approvals. Generally Applicable Fees include development impact fees adopted after the Effective Date. “**Project Specific Fees**” are fees imposed by the Project Approvals that are not Generally Applicable Fees.

2.3.2 In addition, Developer shall pay processing fees and charges of every kind and nature imposed by City, including planning processing deposits, to cover the actual costs to City of processing applications for subsequent approvals or for monitoring compliance with and review of subsequent submittals for any Project Approvals granted or issued, as such fees and charges are adjusted from time to time.

2.4 Improvements. To the extent required by this Agreement, Developer shall construct the public and private Improvements and make all dedications required by, and more particularly described in the Project Approvals. Developer shall perform the work in accordance with the standards and specifications established by Applicable Law. To the extent there are no such standards or specifications in the Applicable Law other than this Agreement, the work shall be performed in accordance with industry standards and in a good and workmanlike manner, as approved by the City Engineer.

2.5 Specific Development Obligations. In addition to the conditions of approval contained in the Project Approvals (*see Exhibit B*), the Developer and the City have agreed that the development of the Project is subject to certain specific development obligations as described herein. These specific development obligations, together with the other terms and conditions of this Agreement, provide the incentive and consideration for the City entering into this Agreement. The Parties understand that any conditions of approval that are applicable to construction of the development obligations below shall be satisfied at the time such development obligation is constructed. By way of example only, when Developer paves the area of the Affected Property as described in Section 2.5.2.1 below, it shall observe condition of approval B.3, which requires standard dust control methods, condition of approval G.2, which requires impervious surfaces constructed by the Project to meet C.3 requirements, etc.

2.5.1 Initial Improvements. Developer will construct the following Improvements, as shown on the plans approved September 1, 2021, (the “**Initial Improvements**”) within thirty (30) days of full execution of this Agreement:

2.5.1.1 Dimensioned diagram verifying off-street capacity for two full size auto carriers per Condition of Approval K.16.

2.5.1.2 Maintenance of sight distance triangles per Condition of Approval I.1.

2.5.1.3 Stop signs per Condition of Approval K.13.

2.5.1.4 Installation of “idle free” signage per Condition of Approval K.25.

2.5.1.5 Implementation of parking lot sweeping program per Condition of Approval E.1.

2.5.1.6 Verification of turning templates per Condition of Approval K.12.

2.5.2 Operational Improvements. Developer will construct the following Improvements, as shown on the plans approved September 1, 2021 (the “**Operational Improvements**”), within the Affected Property by the earlier of the fourth year following the Effective Date or the berthing of the 33rd vessel:

2.5.2.1 Paving of the approximately twenty- (20-) acre portion of the Affected Property per Condition of Approval A.12.

2.5.2.2 Employee parking lot and pathway per Condition of Approval A.14.

2.5.2.3 Parking lot striping and signing plan per Condition of Approval K.7.

2.5.3. New Building. If the New Building is constructed, any Improvements associated with it (e.g., undergrounding of utilities per Conditions of Approval H.1, connection to water and sewer mains per Condition of Approval H.13) shall be constructed at that time.

2.5.4. Other Improvements. All other Improvements, as well as the extensions of utilities within Wilbur Avenue, the widening of Wilbur Avenue, and the property dedication along Wilbur Avenue are not required to be constructed until Developer berths a number of vessels at

the pier beyond those allowed under the Project Approvals (*i.e.*, eight (8) vessel calls per year with the potential to increase in calls as provided in mitigation measure AIR-3). An extension to this requirement shall be allowed subject to the review and approval of the City Manager. Should an extension be granted then the per occupied truck fee shall remain in effect.

2.5.5. Conditions on Construction. The construction-related conditions in Conditions of Approval B.1-4 and any applicable conditions related to the mitigation monitoring and reporting program in Conditions of Approval J.1-2 shall apply to construction of the improvements described above.

2.6 Truck Trip Fee. Developer shall pay to City the sum of fifty and 00/100 Dollars (\$50.00) per occupied car carrier truck trip, inbound and outbound, which funds shall be tendered to City quarterly for use in the City's sole and absolute discretion. This amount shall be increased annually according to the San Francisco-Oakland-Hayward Consumer Price Index for all Urban Consumers ("CPI"). Applicant shall also provide a quarterly report of the number of vehicles stored and the number of car carrier trips at the site. The vehicle carrier fee and report shall be delivered to the City Manager's Office.

ARTICLE 3 COVENANTS OF THE CITY

3.1 Obligations of City Generally. The City shall act in good faith to accomplish the intent of this Agreement. City shall cooperate with Developer so that it receives the benefits of and the rights vested by this Agreement, including obtaining from other governmental entities necessary or desirable permits or other approvals for the Project.

3.2 No Conflicting Enactments. The City may adopt new or modified rules, regulations or official policies after the Effective Date, and such new or modified rules, regulations, or official policies shall be included within the Applicable Law; provided, however, such new or modified rules, regulations, or official policies (whether adopted by action of City Council or other body or personnel, by initiative, by referendum, or otherwise) shall be applicable to the Project, and/or to any development on the Affected Property, only to the extent that such application does not modify the Project, does not prevent or impede development of any portion of the Property pursuant to Applicable Law, and does not conflict with this Development Agreement. Any new or modified rule, regulation or official policy (whether adopted by action of the City Council or other body or personnel, by initiative, by referendum, or otherwise) shall be deemed to conflict with this Development Agreement if it seeks to accomplish any one or more of the following results, either with specific reference to the Project or to any development of the Affected Property, or as part of a general enactment that would otherwise apply to the Affected Property:

3.2.1 Reduce the density or intensity of the Affected Property as allowed by the Applicable Law;

3.2.2 Reduce the density or intensity of development allowed on the Affected Property under the Applicable Law;

3.2.3 Change any General Plan or Zoning Code land use designation or permitted use of the Affected Property as described in the Applicable Law;

3.2.4 Require, for any work necessary to develop the Project on the Affected Property, the issuance of permits, approvals, or entitlements by City other than those required by Applicable Law; or

3.2.5 Materially limit the processing of, the procuring of applications for, or approval of Project Approvals.

Nothing in this Agreement shall restrict the City's discretion to impose conditions on approvals other than the Project Approvals for the Project.

3.3 Permitted Uses. The permitted uses of the Affected Property; the density and intensity of use of the Property; the maximum height, bulk and size of buildings are as set forth in the Project Approvals, which City confirms and vests by this Agreement.

3.4 Life of Project Approvals. By approval of this Agreement, City extends and vests the term of the Project Approvals for the Term (including any subsequent extensions). The term of each Project Approval shall expire no sooner than (a) this Agreement or (b) the term otherwise applicable to the Project Approval if this Agreement were not in effect, whichever occurs later. The City shall not require Developer to enter into any agreement that is inconsistent with this Agreement or the Project Approvals.

3.5 Conflict of City and State or Federal Laws. In the event that federal or state laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Development Agreement, each Party shall provide the other Party with written notice of such federal or state law or regulation, a copy of such law or regulation, and a statement concerning the conflict with the provisions of this Development Agreement. The Parties shall, within 30 days, meet and confer in good faith in a reasonable attempt to modify this Development Agreement so as to comply with such federal or state law or regulation. City, without the obligation to incur costs or liability, shall reasonably cooperate with Developer in securing of any permits, approvals, or entitlements that may be required as a result of modifications or suspensions made pursuant to this section.

3.6 Life of Legislative Approvals and Project Approvals. The term of any Project Approval shall be automatically extended for the longer of the Term of this Development Agreement or the term otherwise applicable to such Legislative Approval or Project Approval.

3.7 Timing of Construction and Completion. The Parties acknowledge that, with the exception of the obligations assumed by Developer in Section 2.5.1 and 2.5.2, Developer cannot at this time predict when or the rate at which the Project will be constructed. The Parties agree that there is no requirement that Developer initiate or complete construction of the Project within any particular period of time, or at all, and City shall not impose such a requirement on Developer, the Property, or any Project Approval. In light of the foregoing, the Parties agree that, with the exception of the obligations assumed by Developer in Section 2.5.1 and 2.5.2, Developer may construct the Project at the rate and time Developer deems appropriate within the exercise of its reasonable business judgment, subject to Applicable Law and the terms of this Agreement. Further, Developer may implement the Project in phases, in Developer's reasonable discretion.

3.8 Processing Project Approvals. Upon submission by Developer of any application for a Project Approval, City shall cooperate and diligently work to promptly process, consider, and approve such application, and shall apply only Applicable Law and any applicable federal or state laws. City shall retain its discretionary authority in its consideration of any and all Project Approvals that involve discretionary decisions; provided, however, such consideration shall be regulated solely by the Applicable Law, any applicable federal or state law, and this Development Agreement.

3.9 Vested Development Rights. The City confirms and grants to Developer the vested right to pursue the Project in accordance with the Applicable Law and Project Approvals (once they are granted), and the provisions of this Development Agreement, including, without limitation, Developer's vested right to develop the Project on the Affected Property. In the event of any conflict or inconsistency between this Development Agreement and the Applicable Law or between this Development Agreement and any Project Approvals, this Development Agreement

shall prevail and control to the fullest extent legally possible. This Agreement shall be enforceable as set forth in Section 10.2 below. No subsequently adopted ballot measures or initiatives shall have any application to the Affected Property or Project unless Developer shall expressly consent.

ARTICLE 4 CITY RESERVATIONS OF AUTHORITY

4.1 City's Reservations of Authority. Notwithstanding any other provision of this Agreement to the contrary, the following regulations and provisions shall apply to the development of the Property:

4.1.1 City Regulations regarding processing fees and charges, enacted after the Effective Date, provided such procedures are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

4.1.2 City Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, enacted after the Effective Date, provided such procedures are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

4.1.3 City Regulations governing construction standards and specifications, enacted after the Effective Date, including (a) City's building code, plumbing code, mechanical code, electrical code, fire code and grading code, (b) all uniform construction codes applicable in City at the time of building permit issuance, and (c) design and construction standards for road and storm drain facilities; provided any such regulation has been adopted and uniformly applied by City on a citywide basis and has not been adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project.

4.1.4 City Regulations enacted after the Effective Date that may be in conflict with this Agreement or the Project Approvals but that are necessary to protect persons or property from dangerous or hazardous conditions that create a threat to the public health or safety or create a physical risk, based on findings by the City Council identifying the dangerous or hazardous conditions requiring such changes in the law, why there are no feasible alternatives to the imposition of such changes, and how such changes would alleviate the dangerous or hazardous condition. Changes in laws, regulations, plans or policies that are specifically mandated and required by changes in state or federal laws or regulations that require such to apply to the Project.

Notwithstanding anything to the contrary provided herein, as provided in the Statute at Section 65869.5: "In the event that state or federal law or regulations, enacted after [this Agreement] has been entered into, prevent or preclude compliance with one or more provisions of [this Agreement], such provisions of [this Agreement] shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations."

ARTICLE 5 AMENDMENT

5.1 Amendment of Approvals. To the extent permitted by state and federal law, any Project Approval or Subsequent Project Approvals (hereafter in this ARTICLE 6, an "**Approval**") may, from time to time, be amended or modified in the following manner.

5.1.1 Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to an Approval, or this Agreement, or for other consent under this Agreement, the Community Development Director, or his/her designee (collectively "**Authorized Official**") shall determine whether the requested amendment or modification: (a) is minor when considered in light of the Project as a whole; (b) is substantially consistent with Applicable Law; and (c) will result in no new environmental impacts. If the

Authorized Official finds that the proposed amendment or modification is minor, substantially consistent with Applicable Law, and will result in no new significant environmental impacts, the amendment shall be determined to be an “**Administrative Project Amendment**” and the Authorized Official may, except to the extent otherwise required by law, approve the Administrative Project Amendment, following consultation with other relevant City staff, without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, non-substantial reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the design and location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Property diagram or Property legal description shall be treated as Administrative Project Amendments.

5.1.2 Non-Administrative Project Amendments. Any request of Developer for an amendment or modification to an Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

5.1.3 Project Amendment Exemptions. Amendment of an Approval requested by Developer shall not require an amendment to this Agreement. Instead, the amendment automatically shall be deemed to be incorporated into the Project and the Project Approvals and vested under this Agreement.

5.2 Amendment of This Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the Parties or their successors in interest, as follows:

5.2.1 Administrative Agreement Amendments. The City Manager and City Attorney are authorized on behalf of the City to enter into any amendments to this Agreement other than amendments which substantially affect (a) the term of this Agreement (excluding extensions of time for performance of a particular act), (b) permitted uses of the Property, (c) provisions for the reservation or dedication of land, (d) the density or intensity of use of the Property or the maximum height or size of proposed buildings, or (v) monetary payments by Developer. Such amendments (“**Administrative Agreement Amendment**”) shall, except to the extent otherwise required by law, become effective without notice or public hearing.

5.2.2 Non-Administrative Agreement Amendments. Any request of Developer for an amendment or modification to this Agreement which is determined not to be an administrative Agreement Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

ARTICLE 6 ASSIGNMENT, TRANSFER AND MORTGAGEE PROTECTION

6.1 Assignment of Interests, Rights and Obligations. Nothing herein limits the right of Developer to freely alienate or transfer all or any portion of the Property. However, Developer may only transfer or assign all or any portion of its interests, rights or obligations under this Agreement or the Project Approvals, including any amendments thereto (a “**Transfer**”), subject to the requirements for City’s consent set forth in this ARTICLE 6, to any third party who acquires an interest or estate in the Affected Property or any portion thereof including, without limitation, a sublessee of all or a portion of Affected Property, or all or some of the improvement(s) located thereon (a “**Transferee**”). City consent shall not be required if Developer transfers all or a portion of the Affected Property to an Affiliated Party, or conveys a security interest in the Affected

Property to a mortgagee. An “**Affiliated Party**” is defined as any corporation, limited liability company, partnership or other entity that is controlling of, controlled by, or under common control with Developer, and “**control**,” for purposes of this definition, means record or beneficial ownership, effective management, and/or control over the other entity, subject only to major events requiring the consent or approval of the other owners of such entity.

6.2 Transfer Agreements.

6.2.1 Written Agreement. In connection with a Transfer by Developer (other than a Transfer by Developer to an Affiliated Party (as defined in Section 6.1) or to a Mortgagee (as defined below in 6.4)), Developer and the Transferee shall enter into a written agreement (a “**Transfer Agreement**”), with City’s consent in writing to the Transfer, regarding the respective interests, rights and obligations of Developer and the Transferee in and under the Agreement and the Project Approvals. Such Transfer Agreement may (a) release Developer from obligations under the Agreement or the Project Approvals that pertain to that portion of the Affected Property being transferred, as described in the Transfer Agreement, provided that the Transferee expressly assumes such obligations, (b) transfer to the Transferee vested rights to improve and use that portion of the Affected Property being transferred, and (c) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment. Developer shall notify the City in writing that it plans to execute a Transfer Agreement at least 60 days in advance of the execution date and provide City with such information as may be required by City to demonstrate the Transferee’s qualifications and financial ability to complete the Project on the Affected Property. City shall have 30 days from the date of such notice to review the information and provide a determination to Developer. City shall not withhold its consent unless the City reasonably determines that the Transferee, or an entity with similar or related ownership or control as Transferee, is or has been a party to litigation filed against the City or if the Transferee lacks the financial ability to complete the Project on the Affected Property. If City does not consent to the Transfer, City shall provide its reasons in writing and shall meet with Developer in good faith to determine what additional information may be necessary for City to provide its consent. Such a process shall not extend beyond a 30-day period.

6.2.2 Binding. Any Transfer Agreement shall be binding on Developer, the City and the Transferee, and shall not release Developer absent express language in the Transfer Agreement. Upon recordation in the Official Records of Contra Costa County of any Transfer Agreement, Developer shall be released from those obligations assumed by the Transferee therein, subject to the provisions of 6.2.1 above.

To the extent that City consent to a Transfer or Transfer Agreement is required by this Section 6.2, such Consent shall not be unreasonably withheld, conditioned, or delayed. City’s failure to respond to a request for consent within 15 calendar days shall be deemed an approval of such Transfer or Transfer Agreement. City’s Community Development Director shall have the authority to provide consent under this Section 6.2.

6.3 Mortgagee Protection.

6.3.1 Priority. This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording of this Agreement, including the lien of any deed of trust or mortgage (“**Mortgage**”). The foregoing notwithstanding, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement (including but not limited to the City’s remedies to terminate the rights of Developer and its successors and assigns under this Agreement, to terminate this Agreement, and to seek other relief as provided in this Agreement) shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee (“**Mortgagee**”) who acquires title to the

Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

6.3.1 Mortgagee Not Obligated. The provisions of 6.3.1 notwithstanding, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the Project, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements other than those uses or improvements provided for or authorized by this Agreement, or otherwise under the Project Approvals.

6.3.2 Notice of Default to Mortgagee. If the City receives a written notice from a Mortgagee or from Developer requesting a copy of any notice of default given Developer and specifying the address for notice, then the City shall deliver to the Mortgagee at the Mortgagee's cost, concurrently with delivery to Developer, any notice with respect to any claim by the City that Developer has committed an event of default. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the City's notice. The City Manager is authorized on behalf of the City to grant to the Mortgagee an extension of time to cure or remedy, not to exceed an additional 60 days.

ARTICLE 7 COOPERATION IN THE EVENT OF LEGAL CHALLENGE, INDEMNITY

Developer, as the real party in interest, shall defend, indemnify, and hold harmless the City, with legal counsel reasonably acceptable to the City Attorney, in any action brought by a third party to challenge concerning: (a) the validity, legality, or constitutionality of any term, condition, obligation, fee, dedication, or exaction required or imposed by this Development Agreement; (b) the procedures utilized in or the sufficiency of the environmental review associated with this Development Agreement; and (c) the implementation of this Development Agreement through such further actions, measures, procedures, and approvals as are necessary to satisfy the Development Agreement's requirements. Notwithstanding anything to the contrary, Developer shall have no duty to indemnify City from or against claims for consequential damages, or from or against City's gross negligence or willful misconduct.

Developer shall defend the City with qualified legal counsel subject to the approval of the City Attorney, which approval shall not be unreasonably withheld, conditioned, or delayed. Developer shall pay all costs, damages, attorney's fees, and other court-ordered costs awarded to any third party in any legal action in which Developer's duties to defend, indemnify, and hold the City harmless arise under this ARTICLE 7. The City shall promptly notify Developer of any action filed and the Parties shall cooperate fully in the defense of such action.

The Parties expressly recognize that the obligation stated in this ARTICLE 7 do not require or contemplate that Developer shall indemnify or hold harmless or be responsible for any error, omission, intentional act, negligent act, or default of, or any injury caused by any City department or dependent special district that is formed by or the receives funding as a result of any term or condition of this Agreement.

ARTICLE 8 DEFAULT; TERMINATION; ANNUAL REVIEW

8.1 Default.

8.1.1 Remedies in General; No Damages. City and Developer agree that, as part of the bargained for consideration of this Agreement, in the event of default by either Party, the only remedy shall be declaratory relief or specific performance of this Agreement. In no event

shall either Party, or any of their officers, agents, representatives, officials, employees or insurers, be liable to the other Party for monetary damages, whether actual, consequential, punitive or special, for any breach or violation of this Agreement. The Parties agree that any action or proceeding to cure, correct or remedy any default or to enforce any covenant or promise under this Agreement shall be limited solely and exclusively to the remedies expressly provided. Following notice and expiration of any applicable cure periods and completion of the dispute resolution process set forth in ARTICLE 9 below, either Party may institute legal or equitable proceedings to cure, correct, or remedy any default, or to enforce any covenant or promise herein, enjoin any threatened or attempted violation, or enforce by specific performance, declaratory relief or writ of mandate the obligations and rights of the Parties. As noted above, in no event shall either Party be liable for any monetary damages. Any legal action to interpret or enforce the provisions of this Agreement shall be brought in the Superior Court for Contra Costa County, California.

8.1.2 Cure Period. Subject to extensions of time by mutual consent in writing of the Parties, breach of, failure, or delay by either Party to perform any term or condition of this Agreement shall constitute a default. In the event of any alleged default of any term, condition, or obligation of this Agreement, the Party alleging such default shall give the defaulting Party notice in writing specifying the nature of the alleged default and the manner in which such default may be satisfactorily cured (“**Notice of Breach**”). The defaulting Party shall cure the default within 30 days following receipt of the Notice of Breach, provided, however, if the nature of the alleged default is non-monetary and such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure, provided that if the cure is not diligently prosecuted to completion, then no additional cure period shall be provided. If the alleged failure is cured within the time provided above, then no default shall exist and the noticing Party shall take no further action to exercise any remedies available hereunder. If the alleged failure is not cured, then a default shall exist under this Agreement and the non-defaulting Party may exercise any of the remedies available.

8.1.3 Procedure on Default by Developer. If Developer is alleged to be in default hereunder by City then after notice and expiration of the cure period specified above and the dispute resolution process set forth in ARTICLE 9 below, City may institute legal proceedings against Developer pursuant to this Agreement, and/or give notice of intent to terminate or modify this Agreement to Developer pursuant to California Government Code Section 65868. Following notice of intent to terminate or modify this Agreement as provided above, the matter shall be scheduled for consideration and review at a duly noticed and conducted public hearing in the manner set forth in Government Code Sections 65865, 65867 and 65868 by the City Council within 60 calendar days following the date of delivery of such notice (the “**Default Hearing**”). Developer shall have the right to offer written and oral testimony prior to or at the time of the Default Hearing. If the City Council determines that a default has occurred and is continuing, and elects to terminate the Agreement, City shall give written notice of termination of the Agreement to Developer by certified mail and the Agreement shall thereby be terminated 30 days thereafter; provided, however, that if Developer files an action to challenge City’s termination of the Agreement within such 30-day period, then the Agreement shall remain in full force and effect until a trial court has affirmed City’s termination of the Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired). This Section 8.1.3 shall not be interpreted to constitute a waiver of Section 65865.1 of the Government Code, but merely to provide a procedure by which the Parties may take the actions set forth in Section 65865.1.

8.1.4 Procedure on Default by City. If the City is alleged by Developer to be in default under this Agreement, then after notice and expiration of the cure period and completion of the dispute resolution procedures below, Developer may enforce the terms of this Agreement by an action at law or in equity, subject to the limitations set forth above.

8.2 Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, or a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, pandemics, casualties, acts of God, enactment or imposition against the Project of any moratorium, or any time period for legal challenge of such moratorium by Developer, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Litigation attacking the validity of this Agreement or any of the Project Approvals or implementing or subsequent approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than the City necessary for the development of the Project pursuant to this Agreement, or Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project, shall be deemed to create an excusable delay as to Developer. Upon the request of either Party, an extension of time for the performance of any obligation whose performance has been so prevented or delayed shall be memorialized in writing. The City Manager is authorized on behalf of the City to enter into such an extension. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon.

8.3 Annual Review. Throughout the Term, and at least once every 12 months, City may request that Developer provide City with a written report demonstrating its good-faith compliance with the terms of this Agreement (the "**Written Report**"). The City Manager and City Attorney shall review the Written Report to determine whether Developer is in good-faith compliance with the terms of the Agreement and, if they have concerns about Developer's compliance, shall schedule a review before the City Council (the "**Periodic Review**"). At least 10 days prior to the Periodic Review, the City shall provide to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review (and, to the extent practical, related exhibits) concerning Developer's performance. Developer shall be permitted an opportunity to respond to the City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Any written response shall be directed to the Community Development Director. At the conclusion of the Periodic Review, the City Council shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. If the City Council finds and determines, based on substantial evidence, that Developer has not complied with such terms and conditions, the City Council may initiate proceedings to terminate or modify this Agreement, in accordance with Government Code Section 65865.1, by giving notice of its intention to do so, in the manner set forth in Government Code Sections 65867 and 65868. If after receipt of the Written Report, the City does not (a) schedule a Periodic Review within 2 months, or (b) notify Developer in writing of the City's determination after a Periodic Review, then it shall be conclusively presumed that Developer has complied in good faith with the terms and conditions of this Agreement during the year covered under the Written Report.

8.4 Notice of Compliance. Within 30 days following any written request which Developer or a Mortgagee may make from time to time, the City shall execute and deliver to the requesting party (or to any other party identified by the requesting party) a written "**Notice of Compliance**," in recordable form, duly executed and acknowledged by the City, that certifies: (a) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of the modifications; (b) there are no current uncured defaults under this Agreement or specifying the dates and nature of any default; and (c) any other information reasonably requested by Developer or the Mortgagee. The failure to deliver such a statement within such time shall constitute a conclusive presumption against the City that this Agreement is in full force and effect without modification except as may be represented by Developer and that there are no uncured defaults in the performance of Developer, except as may be represented by Developer.

ARTICLE 9 DISPUTE RESOLUTION

9.1 Dispute; Confidentiality. Any controversy or dispute arising out of or related to this Agreement, or the development of the Project (a “**Dispute**”), shall be subject to private negotiation among the Parties, and if then not resolved shall be subject to non-binding mediation followed by litigation, if necessary, as set forth below. Each Party agrees that any Dispute, and all matters concerning any Dispute, will be considered confidential and will not be disclosed to any third-party except (a) disclosures to a Party’s attorneys, accountants, and other consultants who assist the Party in the resolution of the Dispute, (b) as provided below with respect to the mediation, and (c) as otherwise required by law, including without limitation, the California Public Records Act.

9.2 Private Negotiation. If a Dispute arises, the Parties agree to negotiate in good faith to resolve the Dispute. If the negotiations do not resolve the Dispute to the reasonable satisfaction of the Parties within 30 days from a written request for a negotiation, then the Dispute shall be submitted to mediation pursuant to Section 9.3.

9.3 Mediation. Within 30 days following the written request to negotiate, either Party may initiate non-binding mediation (the “**Mediation**”), conducted by JAMS, Inc. (“**JAMS**”) or any other agreed-upon mediator. Either Party may initiate the Mediation by written notice to the other Party. The mediator shall be a retired judge or other mediator, selected by mutual agreement of the Parties. If the Parties cannot agree within 15 days after the Mediation notice, the mediator shall be selected through the procedures regularly followed by JAMS. The Mediation shall be held within 30 days after the Mediator is selected, or a longer period as the Parties and the mediator mutually decide. If the Dispute is not fully resolved by mutual agreement of the Parties within 30 days after completion of the Mediation, then either Party may commence an action in state or federal court. The Parties shall bear equally the cost of the mediator’s fees and expenses, but each Party shall pay its own attorneys’ and expert witness fees and any other associated costs.

9.4 Injunction. Nothing in this ARTICLE 9 shall limit a Party’s right to seek an injunction or restraining order from a court of competent jurisdiction in circumstances where such relief is deemed necessary to preserve assets.

ARTICLE 10 MISCELLANEOUS

10.1 Defined Terms; Citations. The capitalized terms used in this Agreement, unless the context obviously indicates otherwise, shall have the meaning given them in this Agreement. Except as otherwise expressly stated, all citations are to the Government Code of the State of California.

10.2 Enforceability. As provided in Section 65865.4, this Agreement shall be enforceable by either Party notwithstanding any change enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or resolution or other rule, regulation or policy adopted by the City that changes, alters or amends the ordinances, rules, regulations and policies included in the Applicable Law, except as this Agreement may be amended or canceled pursuant to Section 65868 or modified or suspended pursuant to Section 65869.5.

10.3 Other Necessary Acts. Each Party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals and this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges under this Agreement.

10.4 Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals shall be deemed to refer to this Agreement or the Project Approval, as it may be amended from time to time. This Agreement has been reviewed and revised by legal counsel for both the City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

10.5 Covenants Running with the Land. Subject to the Transfer provisions in ARTICLE 6, all of the provisions contained in this Agreement shall be binding upon and benefit the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of, or interest in, the Property, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, Civil Code Section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Property, as appropriate, runs with the Property and is for the benefit of and binding upon the Developer, and each successive owner of all or a portion of the Property, during its ownership of such property.

10.6 Attorneys' Fees. If any legal action or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to, this Agreement, the losing party or parties shall pay the prevailing party's or parties' actual expenses incurred in the investigation of any claim leading to the proceeding, preparation for and participation in the proceeding, any appeal or other post-judgment motion, and any action to enforce or collect the judgment including without limitation contempt, garnishment, levy, discovery and bankruptcy. For this purpose "**expenses**" include, without limitation, court or other proceeding costs and experts' and attorneys' fees and their expenses. The phrase "**prevailing party**" shall mean the party which is determined in the proceeding to have prevailed or which prevails by dismissal, default or otherwise.

10.7 No Agency, Joint Venture or Partnership. The City and Developer disclaim the existence of any form of agency relationship, joint venture or partnership between the City and Developer. Nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as creating any relationship other than a contractual relationship between the City and Developer.

10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Parties, and their respective successors and assigns subject to the express provisions relating to successors and assigns, and no other party other than a Mortgagee will have any rights, interest or claims or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

10.9 Notices. All notices, consents, requests, demands or other communications to or upon the respective Parties shall be in writing and shall be effective for all purposes: (a) upon receipt on any City business day before 5:00 PM local time and on the next City business day if received after 5:00 PM or on other than a City business day, including without limitation, in the case of (i) personal delivery, or (ii) delivery by messenger, express or air courier or similar courier, or (b) 5 days after being duly mailed certified mail, return receipt requested, postage prepaid, all addressed as follows:

TO CITY:

City of Antioch
Attention: City Manager
200 H Street
Antioch, CA 94509

TO DEVELOPER:

APS West Coast, Inc.
Attention: Chief Financial Officer
10060 Skinner Lake Drive, 2nd Floor
Jacksonville, FL 32246

With a Mandatory Copy to:

City of Antioch
Attention: City Attorney
200 H Street
Antioch, CA 94509

With a Mandatory Copy to:

Reuben, Junius & Rose, LLP
Attention: Matthew D. Visick
1 Bush Street, Suite 600
San Francisco, CA 94104

In this Agreement “**City business days**” means days that the Antioch City Hall is open for business and does not currently include Fridays, Saturdays, Sundays, and federal and state legal holidays. Either Party may change its address by written notice to the other on five business days’ prior notice in the manner set forth above. Receipt of communication by facsimile or electronic mail shall be sufficiently evidenced by a machine-generated confirmation of transmission without notation of error. In the case of illegible or otherwise unreadable facsimile transmissions, the receiving Party shall promptly notify the transmitting Party of any transmission problem and the transmitting Party shall promptly resend any affected pages.

10.10 Entire Agreement and Exhibits. This Agreement constitutes in full, the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter of this Agreement. No oral statements or prior written matter not specifically incorporated in this Agreement shall be of any force and effect. No amendment of, supplement to, or waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing approved by the City and Developer. The following exhibit is attached to this Agreement and incorporated for all purposes:

Exhibit A Legal Description 2301 and 2603 Wilbur Avenue

Exhibit B Resolution No. 2021-21

10.11 Counterparts. This Agreement may be executed in any number of identical counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document. This Agreement may be executed by signatures transmitted by facsimile, adobe acrobat or other electronic image files and these signatures shall be valid, binding and admissible as though they were ink originals.

10.12 Recordation of Development Agreement. Pursuant to Section 65868.5, no later than 10 days after the City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Contra Costa.

[SIGNATURES FOLLOW]

This Agreement has been entered into by and between Developer and the City as of the Effective Date.

CITY:

DEVELOPER

CITY OF ANTIOCH,
a Municipal corporation

APS WEST COAST, INC.,
a California corporation

By: Kwame P. Reed
Its: Acting City Manager

By: Jacob Brown
Its: Chief Financial Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

REUBEN, JUNIUS & ROSE, LLP

By: Thomas Lloyd Smith
Its: City Attorney

By: Corie A. Edwards
Its: Attorney

ATTEST:

By: Ellie Householder
Its: City Clerk

Exhibit A

Legal Description 2301 and 2603 Wilbur Avenue



The real property situated in the City of Antioch, County of Contra Costa, State of California, described as follows:

PARCEL A:

PARCEL ONE:

PORTIONS OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POST MARKED "B.1" BEING AT A POINT THAT BEARS SOUTH 89° 08' EAST 661.04 FEET AND NORTH 0° 43' EAST 25.0 FEET FROM THE CORNER COMMON TO SAID SECTIONS 16, 17, 20 AND 21; SAID COMMON CORNER BEING SOUTH 1° 18' 15" WEST 27.0 FEET FROM CONCRETE MONUMENT MARKED "FP1", NORTH 1° 18' 15" EAST 27.0 FEET FROM CONCRETE MONUMENT MARKED "FP2" AND SOUTH 7° 27' 11" WEST 1925.46 FEET FROM CONCRETE MONUMENT WITH BRASS CAP INSCRIBED "CALIF. LANDS COMM. - FIBER - 1947" AND FROM WHICH POINT OF BEGINNING A CONCRETE MONUMENT MARKED "FP3" BEARS NORTH 0° 43' EAST 2.0 FEET AND NORTH 89° 08' WEST 2.0 FEET, THENCE FROM SAID POINT OF BEGINNING, SOUTH 0° 43' WEST 25.00 FEET; THENCE SOUTH 0° 53' WEST AT 27.0 FEET A CONCRETE MONUMENT MARKED "FP4" BEARS NORTH 89° 08' WEST 2.0 FEET, A TOTAL DISTANCE OF 392.07 FEET TO A POINT IN THE NORTHERLY LINE OF THE 100 FEET STRIP DESCRIBED IN THE DEED FROM FRANK E. PEABODY TO SAN FRANCISCO AND SAN JOAQUIN VALLEY RAILWAY COMPANY, A CORPORATION, DATED JUNE 04, 1898 AND RECORDED JULY 20, 1898 IN BOOK 79 OF DEEDS, PAGE 127, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, CALIFORNIA, FROM WHICH POINT A CONCRETE MONUMENT MARKED "FP5" BEARS NORTH 88° 58' WEST 2.0 FEET AND NORTH 0° 53' EAST 2.0 FEET; THENCE, ALONG THE NORTHERLY LINE OF SAID 100 FOOT STRIP, NORTH 88° 58' WEST 1332.59 FEET TO A POINT FROM WHENCE A CONCRETE MONUMENT MARKED "FP6" BEARS NORTH 1° 28' EAST 2.0 FEET AND SOUTH 88° 58' EAST 2.0 FEET; THENCE NORTH 1° 28' EAST 423.41 FEET TO A POINT FROM WHENCE A CONCRETE MONUMENT MARKED "FP8" BEARS NORTH 1° 28' EAST 2.0 FEET; THENCE NORTH 88° 15' 30" WEST 662.91 FEET TO A POINT FROM WHENCE A CONCRETE MONUMENT MARKED "FP9" BEARS NORTH 1° 05' EAST 2.0 FEET AND SOUTH 88° 15' 30" EAST 2.0 FEET; THENCE NORTH 1° 05' EAST AT 1029.89 FEET A CONCRETE MONUMENT MARKED "FP10" BEARS SOUTH 88° 55' EAST 2.0 FEET, A TOTAL DISTANCE OF 1225.07 FEET TO A POINT FROM WHENCE THE SAID CORNER COMMON TO SECTIONS 16, 17, 20 AND 21 BEARS SOUTH 45° 20' 53" EAST 1835.92 FEET AND A CONCRETE MONUMENT WITH BRASS CAP INSCRIBED "CALIF. LANDS COMM. - BOARD - 1947" BEARS SOUTH 81° 07' 10" EAST 402.72 FEET; THENCE, ALONG THE ORDINARY HIGH WATER MARK ALONG THE SOUTHERLY SIDE OF THE SAN JOAQUIN RIVER, NORTH 58° 06' 15" EAST 143.69 FEET TO A POINT FROM WHENCE SAID CONCRETE MONUMENT WITH BRASS CAP INSCRIBED, "CALIF. LANDS COMM - BOARD - 1947" BEARS SOUTH 63° 24' 43" EAST 308.53 FEET; THENCE CONTINUING ALONG SAID ORDINARY HIGH WATER MARK, NORTH 88° 01' 15" EAST 192.06 FEET, NORTH 66° 44' 15" EAST 384.35 FEET, NORTH 44° 43' 15" EAST 519.73 FEET, NORTH 60° 39' 15" EAST 204.85 FEET, SOUTH 85° 23' 45" EAST 149.82 FEET, NORTH 78° 42' 15" EAST 305.10 FEET NORTH 56° 26' 15" EAST 94.17 FEET TO A POINT FROM WHENCE

SAID CONCRETE MONUMENT WITH BRASS CAP INSCRIBED "CALIF. LANDS COMM. - FIBER - 1947" BEARS SOUTH 44° 37' 21" WEST 259.81 FEET; THENCE, CONTINUING ALONG SAID ORDINARY HIGH WATER MARK, NORTH 69° 16' 15" EAST 273.98 FEET TO A POINT FROM WHENCE THE SAID CORNER COMMON TO SECTIONS 16, 17, 20 AND 21 BEARS SOUTH 17° 26' 35" WEST 2296.66 FEET AND SAID CONCRETE MONUMENT WITH BRASS CAP INSCRIBED "CALIF. LANDS COMM. - FIBRE - 1947" BEARS SOUTH 57° 16' 48" WEST 521.50 FEET; THENCE, LEAVING SAID ORDINARY HIGH WATER MARK, SOUTH 0° 43' WEST, AT 401.83 FEET A CONCRETE MONUMENT MARKED "FP11" BEARS NORTH 89° 17' WEST 2.0 FEET, A TOTAL DISTANCE OF 2176.26 FEET TO THE POINT OF BEGINNING.

AS SURVEYED BY J.G. BARNARD, IN AUGUST 1947, A MAP OF SAID SURVEY BEING FILED JANUARY 16, 1948, IN THE BOOK 12, LICENSED SURVEYOR'S MAPS, PAGE 29, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

EXCEPTING THEREFROM:

1) ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERAL SUBSTANCES (EXCEPT WATER) LYING MORE THAN 100 FEET BELOW THE SURFACE OF SAID REAL PROPERTY, AS RESERVED IN THE DEED FROM SANTA FE LAND IMPROVEMENT COMPANY, A CALIFORNIA CORPORATION, TO FIBERBOARD PRODUCTS, INC., A DELAWARE CORPORATION, DATED JULY 09, 1946 AND RECORDED NOVEMBER 15, 1946, IN BOOK 955 OF OFFICIAL RECORDS, PAGE 400.

2) THE INTEREST DESCRIBED IN QUITCLAIM DEED EXECUTED BY FIBERBOARD PRODUCTS, INC., A CORPORATION, TO COUNTY OF CONTRA COSTA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, DATED APRIL 05, 1948, RECORDED APRIL 26, 1948, IN BOOK 1193 OF OFFICIAL RECORDS, PAGE 509.

3) THE INTEREST DESCRIBED IN THE DEED TO THE COUNTY OF CONTRA COSTA RECORDED OCTOBER 22, 1958, BOOK 3249, PAGE 246, OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM:

THAT PORTION AS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 19, 2005 AS INSTRUMENT NO. 2005-485430 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

PARCEL TWO:

A EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, STORAGE AND SIMILAR USE OF CERTAIN RAIL LINE OVER PARCEL C, PARCEL MAP MS 12-85, FILED SEPTEMBER 05, 1986, BOOK 124 OF PARCEL MAPS, PAGE 7, CONTRA COSTA COUNTY RECORDS MORE BRIEFLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL "C"; THENCE ALONG THE WEST LINE OF PARCEL "C", SOUTH 01° 30' 23" WEST, 84.00 FEET TO ITS INTERSECTION WITH THE SOUTH EDGE OF THE 30.00 FOOT ACCESS & UTILITY EASEMENT SHOWN ON (124 PM 7), SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING ALONG THE STATED ACCESS EASEMENT, SOUTH 89° 27' 43" EAST, 95.31 FEET;

THENCE SOUTH 01° 30' 23" WEST, 249.48 FEET MORE OR LESS TO A POINT ON THE SOUTH BOUNDARY OF PARCEL "C"; THENCE ALONG THE SOUTH BOUNDARY SHOWN ON (124 PM 7); THENCE ALONG THE SOUTH AND WEST BOUNDARY OF PARCEL "C" NORTH 79° 07' 37" WEST, 78.99 WEST, 78.99 FEET; THENCE NORTH 01° 30' 23" EAST, 235.16 FEET; RETURNING TO THE POINT OF BEGINNING SAID EASEMENT ENCOMPASSING .53 ACRES.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR RAIL SPUR AND PIPELINE EASEMENT GRANTED TO ROY A. CUNHA, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 35% INTEREST; DONALD T. CLEMETSON AND JEANETTE E. CLEMETSON, HUSBAND AND WIFE AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED 35% INTEREST; ALBERT C. SNELL, JR., A MARRIED MAN, AS TO AN UNDIVIDED 18% INTEREST; AND ROBERT J. MCGUIRE, JR., A MARRIED MAN, AS TO AN UNDIVIDED 12% INTEREST; ALL AS TENANTS IN COMMON RECORDED ON MARCH 24, 2006 AS INSTRUMENT NO. 2006-0090646 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL B:

PARCEL ONE:

PORTION OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHERN LINE OF THE COUNTY ROAD KNOWN AS WILBUR AVENUE, AT THE SOUTHWESTERN CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM E.S. SWEENEY, ET UX, TO S. DAYRE FREEMAN, DATED DECEMBER 16, 1939, RECORDED DECEMBER 21, 1939, IN BOOK 535 OF OFFICIAL RECORDS, PAGE 114; THENCE FROM SAID POINT OF BEGINNING, NORTH 89° 15' WEST, ALONG THE NORTHERN LINE OF WILBUR AVENUE, 901.39 FEET TO THE SOUTHEASTERN CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM BEN MORRIS TO LOUISE MCCULLOUGH, DATED APRIL 22, 1941, RECORDED NOVEMBER 03, 1941 IN BOOK 634 OF OFFICIAL RECORDS, PAGE 181; THENCE NORTHERLY ALONG THE EASTERN LINE OF SAID MCCULLOUGH PARCEL (634 OR 181), AS FOLLOWS: NORTH 744 FEET; EAST 121 FEET, AND NORTH 180 FEET TO THE NORTHEASTERN CORNER OF SAID MCCULLOUGH PARCEL (634 OR 181) SAID NORTHEASTERN CORNER BEING ON THE LOW WATER LINE OF THE SAN JOAQUIN RIVER; THENCE NORTH 89° 35' EAST, ALONG SAID LOW WATER LINE, 44.22 FEET AND NORTH 78° 15' EAST 752 FEET TO THE NORTHWESTERN CORNER OF SAID FREEMAN PARCEL (535 OR 114); THENCE SOUTH, ALONG THE WESTERN LINE OF SAID FREEMAN PARCEL (535 OR 114), A DISTANCE OF 1087 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING NORTH OF THE ORDINARY HIGH WATER MARK OF SAN JOAQUIN RIVER.

EXCEPTING THEREFROM:

THAT PORTION DESCRIBED IN THE DEED TO THE COUNTY OF CONTRA COSTA, RECORDED MARCH 15, 1957 IN BOOK 2948, PAGE 276 OF OFFICIAL RECORDS.

PARCEL TWO:

BEGINNING AT A POINT ON THE NORTH LINE OF THE COUNTY ROAD, 50 FEET NORTH AND SOUTH 89° 15' EAST, 924.96 FEET FROM THE ¼ SECTION CORNER BETWEEN SECTIONS 17 AND 20, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE RUNNING NORTH 1087 FEET TO STATION AT LOW WATER LINE AND SAN JOAQUIN RIVER; THENCE ALONG LOW WATER LINE NORTH 78° 15' EAST 63.1 FEET TO STATION; NORTH 43° 15' EAST, 246.18 FEET TO STATION; NORTH 61° 35' EAST, 189.42 FEET TO STATION; THENCE SOUTH 1373.46 FEET TO STATION ON NORTH LINE OF THE HEREINBEFORE MENTIONED ROAD; THENCE ALONG NORTH LINE OF SAID ROAD, NORTH 89° 15' WEST, 396.36 FEET TO THE PLACE OF BEGINNING, AND BEING A PART OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM:

ANY PORTION OF THE ABOVE-DESCRIBED PROPERTY LYING NORTH OF THE ORDINARY HIGH WATER MARK OF SAN JOAQUIN RIVER.

EXCEPTING THEREFROM:

THAT PORTION DESCRIBED IN THE DEED TO THE COUNTY OF CONTRA COSTA, RECORDED MARCH 15, 1957 IN BOOK 2948, PAGE 276 OF OFFICIAL RECORDS.

PARCEL THREE:

AN EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, STORAGE AND SIMILAR USE OF CERTAIN RAIL LINE OVER PARCEL C, PARCEL MAP MS 12-85, FILED SEPTEMBER 05, 1986, BOOK 124 OF PARCEL MAPS, PAGE 7, CONTRA COSTA COUNTY RECORDS MORE BRIEFLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL "C"; THENCE ALONG THE WEST LINE OF PARCEL "C", SOUTH 01° 30' 23" WEST, 84.00 FEET TO ITS INTERSECTION WITH THE SOUTH EDGE OF THE 30.00 FOOT ACCESS & UTILITY EASEMENT SHOWN ON (124 PM 7), SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING, ALONG THE STATED ACCESS EASEMENT, SOUTH 89° 27' 43" EAST, 95.31 FEET; THENCE SOUTH 01° 30' 23" WEST, 249.48 FEET MORE OR LESS TO A POINT ON THE SOUTH BOUNDARY OF PARCEL "C"; THENCE ALONG THE SOUTH BOUNDARY SHOWN ON (124 PM 7); THENCE ALONG THE SOUTH AND WEST BOUNDARY OF PARCEL "C" NORTH 79° 07' 37" WEST, 78.99 FEET; THENCE NORTH 01° 30' 23" EAST, 235.16 FEET; RETURNING TO THE POINT OF BEGINNING SAID EASEMENT ENCOMPASSING 0.53 ACRES.

Exhibit B

Resolution No. 2021-21

**PLANNING COMMISSION
RESOLUTION NO. 2021-21**

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ANTIOCH
APPROVING A USE PERMIT, DESIGN REVIEW, AND VARIANCE (UP-20-14, AR-20-
18, V-21-04) FOR AMPORTS ANTIOCH VEHICLE PROCESSING FACILITY
AT 2301 WILBUR AVENUE**

WHEREAS, the City of Antioch received an application from AMPORTS for approval of an Initial Study / Mitigated Negative Declaration, Use Permit, Design Review, and Variance for the development of an automotive logistics and processing facility for vehicles prior to their distribution to dealerships. The project includes the conversion and upgrade of the existing wharf for roll on/roll off operations, construction of a new building, and new site improvements - including new paving, stormwater improvements, and fencing at 2301 Wilbur Avenue (UP-20-14, AR-20-18, V-21-04) (APNs 051-020-006 and 051-020-012);

WHEREAS, an Initial Study / Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, and considered by the Planning Commission on August 18, 2021;

WHEREAS, the Planning Commission duly gave notice of public hearing as required by law;

WHEREAS, the Planning Commission September 1, 2021, duly held a public hearing, received and considered evidence, both oral and documentary; and

WHEREAS, on September 1, 2021, the Planning Commission adopted the Initial Study / Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program for the project.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission does hereby make the following findings required for approval of the Use Permit:

1. The granting of such Use Permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity.

The proposed vehicle processing facility is required to comply with multiple conditions of approval that address the project's impact on public health and the properties in the vicinity. The vehicle processing facility is located in an industrial district with similar uses in close proximity. Based upon the conditions imposed, the proposed use will not create adverse impacts to the surrounding businesses and residents.

2. The use applied at the location indicated is properly one for which a Use Permit is authorized.

The site is zoned Heavy Industrial (M-2). The Heavy Industrial District allows vehicle storage with the approval of a use permit.

3. The site for the proposed use is adequate in size and shape to accommodate such use, and all parking, and other features required.

The proposed site is adequate in size and shape to accommodate a vehicle processing facility. The proposed facility will provide ample space for the vehicles to be stored along with ample employee parking.

4. That the site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed use.

The project site is currently vacant, partially paved, and has an existing wharf and is located on Wilbur Avenue, which is adequate in width and pavement type to carry the traffic generated by the proposed use.

5. The granting of such Use Permit will not adversely affect the comprehensive General Plan.

The use will not adversely affect the comprehensive General Plan because the project is consistent with the General Plan designation for the site of Industrial.

BE IT FURTHER RESOLVED that the Planning Commission does hereby make the following findings for the approval of a Variance for an eight-foot-high fence in the required front setback and a 10-foot landscaping front setback, where a 30-foot front landscaped setback is required:

1. That there are exceptional or extraordinary circumstances or conditions applicable to the property involved, or to the intended use of the property, that do not apply generally to the property or class of use in the same zone or vicinity.

The intended use of the property is a vehicle processing facility with a wharf. Due to the need to secure the vehicles, the USCG regulations to secure the site, the conditioned dedication for Wilbur Avenue, and the layout of the existing site, a reduced landscaping setback and security fence is most effectively placed close to Wilbur Avenue.

2. That the granting of such variance will not be materially detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity.

The proposed 10-foot landscaping setback will allow for attractive landscaping to be installed at the site, which will help screen the fence and provide a buffer from the sidewalk and the barbed wire and will satisfy the USCG security requirements for the site. The conditions of approval also require the fence and landscaping to not cause a visual obstruction for drivers using the project's driveway. Therefore, the proposed reduced setback and fence will not be detrimental to the public health or injurious to the properties in the area.

3. That because of special circumstances applicable to the subject property, including size, shape, topography, location, or surroundings, the strict application of the zoning provisions is found to deprive the subject property of privileges enjoyed by other properties in the vicinity under the identical zone classifications.

The project site will be developed a wharf facility with vehicle storage. Providing robust security for the wharf, as required by the USCG is unique to properties along the water with a functioning with wharf. Restricting the project to a three-foot-tall fence in the front setback would limit the project's ability to provide adequate security for the site. The City is conditioning the project to dedicate right-of-way to the site, reducing the amount of frontage that would normally be used for a front setback, this requirement is not placed on all properties. Therefore, this property features special circumstances that require a reduced setback and eight-foot fence in the front setback.

4. That the granting of such variance will not adversely affect the comprehensive General Plan.

The proposed use of the project site is consistent with the General Plan designation of Industrial. The applicant's request would not adversely affect the comprehensive General Plan.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Planning Commission of the City of Antioch does hereby **APPROVE** a Use Permit, Design Review, and Variance for the development of an automotive logistics and processing facility for vehicles prior to their distribution to dealerships. The project includes the conversion and upgrade of the existing wharf for roll on/roll off operations, construction of a new building, and new site improvements - including new paving, stormwater improvements, and fencing at 2301 Wilbur Avenue (UP-20-14, AR-20-18, V-21-04) (APNs 051-020-006 and 051-020-012) subject to the following conditions:

A. GENERAL CONDITIONS

1. The development and all proposed improvements shall comply with the City of Antioch Municipal Code and City Standards unless a specific exception is granted thereto or approved by the City Engineer.

2. This approval expires two years from the date of approval (Expires September 1, 2023), unless: a building permit has been issued and construction has diligently commenced thereon and has not expired; a certificate of occupancy has been issued; or the use is established. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one, one-year extension shall be granted.
3. City staff shall inspect the site for compliance with conditions of approval prior to final inspection approval.
4. The developer shall defend, indemnify, and hold harmless the City in any action brought challenging any land use approval or environmental review for the Project. In addition, developer shall pay any and all costs associated with any challenge to the land use approval or environmental review for the Project, including, without limitation, the costs associated with any election challenging the Project.
5. A final and unchallenged approval of this project supersedes previous approvals that have been granted for this site.
6. No permits or approvals, whether discretionary or mandatory, shall be considered if the applicant is not current on fees, reimbursement payments and other monies that are due.
7. The applicant shall obtain an encroachment permit for all work to be done within the public right-of-way or easement, and peak commute-hour traffic shall not be impeded by construction-related activity.
8. All required easements or rights of entry for off-site improvements shall be obtained by the applicant at no cost to the City of Antioch. Advance permission shall be obtained from any property or easement holders for any work done within such property or easements.
9. All existing easements shall be identified on the site plan and all plans that encroach into existing easements shall be submitted to the easement holder for review and approval, and advance written permission shall be obtained from any property owner or easement holder for any work done within such property or easement.
10. All access drive aisles shall be constructed per current ADA and City standards, subject to review and approval by the City Engineer.

11. All cracked, broken or damaged concrete curb, gutter and/or sidewalks in the public right-of-way along the project frontage shall be removed and replaced as required by the City Engineer and at no cost to the City.
12. On site Asphalt paving including repairs to existing pavement shall be designed for a minimum traffic index (TI) of 5.5 and shall have a minimum slope of 2%, concrete paving shall have a minimum slope of 0.75%, and asphalt paving for identified accessible parking stalls and access routes may have a minimum slope of 1.5% and a maximum 2% slope, or as approved by the City Engineer.
13. All on-site curbs, gutters and sidewalks shall be constructed of Portland cement concrete.
14. The applicant shall install and maintain parking lot and pathway within the project area at no cost to the City.

B. CONSTRUCTION CONDITIONS

1. The use of construction equipment shall be as outlined in the Antioch Municipal Code. Construction is restricted to weekdays between the hours of 8:00 AM and 5:00 PM. Requests for alternative days/times may be submitted in writing to the City Manager or designee for consideration.
2. The project shall comply with and supply all the necessary documentation for AMC § 6-3.2: Construction and Demolition Debris Recycling.
3. Standard dust control methods shall be used to stabilize the dust generated by construction activities. The developer shall post dust control signage with the contact number of the Developer, the Bay Area Air Quality Management District and the City.
4. Driveway access to neighboring properties shall be maintained at all times during construction.

C. FIRE REQUIREMENTS

1. All requirements of the Contra Costa County Fire District shall be met.

D. FEES

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

- East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance.
 - Contra Costa County Fire Protection District Fire Development Fee in effect at the time of building permit issuance.
 - Development Impact Fee
 - Traffic Signal Fees
 - Gravity Flow Sewer Assessment Fee
 - School Impact Fees
 - Delta Diablo Sewer Fee
 - Contra Costa Water District Fee
3. The applicant shall pay the Contra Costa County Flood Control District Drainage Area fee in effect at the time of, and prior to issuance of, a building permit.
4. Prior to the issuance of a certificate of occupancy, the property shall annex into Street Lighting and Landscape District 2A Zone 3 and accept a level of annual assessments sufficient to maintain street lights and landscaping adjacent to the project. The annual assessment shall cover the actual annual cost of maintenance as described in the Consolidated Engineer's Report for the City of Antioch Street Light and Landscape Maintenance District Numbers 1, 2A, 4, 5, 9, and 10.

E. **PROPERTY MAINTENANCE**

1. A parking lot sweeping program shall be implemented that, at a minimum, provides for sweeping immediately prior to the storm season and prior to each storm event.
2. The project shall comply with Property Maintenance Ordinance Section 5-1.204. No final landscape and irrigation plan shall be considered complete without an approved maintenance agreement reflective of standards contained in Section 5-1.204(G).
3. Property owner shall comply with all City municipal codes regarding the maintenance of property.
4. Property owner shall be responsible for maintaining all on-site and frontage landscaping and storm water detention basins.

F. **GRADING**

1. The grading operation shall take place at a time, and in a manner, so as not to allow erosion and sedimentation. Erosion measures shall be implemented during all construction phases in accordance with an approved erosion and sedimentation control plan.

2. The final grading plan for this development shall be approved by the City Engineer and signed by a California licensed civil engineer. No grading is allowed without a grading permit issued by the Building Department.
3. All elevations shown on the grading and improvement plans shall be on the USGS 1929 sea level datum or NAVD 88 with conversion information, or as approved by the City Engineer.

G. CONSERVATION/NPDES

1. The project shall comply with all Federal, State, and City regulations for the National Pollution Discharge Elimination System (NPDES) (AMC§6-9). Under NPDES regulations, the project is subject to provision C.3: New development and redevelopment regulations for storm water treatment. Provision C.3 requires that the project include storm water treatment and source control measures, as well run-off flow controls, so that post-project runoff does not exceed estimated pre-project runoff. C.3 regulations require the submittal of a Storm Water Control Plan (SWCP) that demonstrates how compliance will be achieved. The SWCP shall be submitted simultaneously with the project plans. An Operation and Maintenance Plan (O&M) for the treatment and flow-controls in the approved SWCP shall be submitted and approved before the Building Department will issue Certificate of Occupancy permits and shall be included in the project CC&Rs. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall execute any agreements identified in the Storm Water Control Plan that pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.
2. All impervious surfaces to be constructed as part of the project, including off-site roadways, are subject to C.3 requirements per State Regulations.
3. The following requirements of the federally mandated NPDES program (National Pollutant DISCHARGE Elimination System) shall be complied with as appropriate, or as required by the City Engineer:
 - a. Prior to issuance of permits for building, site improvements, or landscaping, the applicant shall submit a permit application consistent with the applicant's approved Storm Water Control Plan, and include drawings and specifications necessary for construction of site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control storm water flow and potential storm water pollutants.
 - b. The Storm Water Control Plan shall be certified by a registered civil engineer, and by a registered architect or landscape architect as applicable. Professionals certifying the Storm Water Control Plan shall be registered in the

State of California and submit verification of training, on design of treatment measures for water quality, not more than three years prior to the signature date by an organization with storm water treatment measure design expertise (e.g., a university, American Society of Civil Engineers, American Society of Landscape Architects, American Public Works Association, or the California Water Environment Association), and verify understanding of groundwater protection principles applicable to the project site (see Provision C.3.i of Regional Water Quality Control Board Order R2 2003 0022).

- c. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall submit, for review and approval by the City, a final Storm Water BMP Operation and Maintenance Plan in accordance with City of Antioch guidelines. This O&M plan shall incorporate City comments on the draft O&M plan and any revisions resulting from changes made during construction. .
- d. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall execute and record any agreements identified in the Storm Water Control Plan which pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.
- e. Prevent site drainage from draining across sidewalks and driveways in a concentrated manner.
- f. Collect and convey all storm water entering, and/or originating from, the site to an adequate downstream drainage facility. Submit hydrologic and hydraulic calculations with the Improvement Plans to Engineering Services for review and approval.
- g. Prior to issuance of the grading permit, submit proof of filing of a Notice of Intent (NOI) by providing the unique Waste Discharge Identification Number (WDID#) issued from the Regional Water Quality Control Board.
- h. Submit a copy of the Storm Water Pollution Prevention Plan (SWPPP) for review to the Engineering Department prior to issuance of a building and/or grading permit. The general contractor and all subcontractors and suppliers of materials and equipment shall implement these BMP's. Construction site cleanup and control of construction debris shall also be addressed in this program. Failure to comply with the approved construction BMP may result in the issuance of correction notices, citations, or a project stop work order.
- i. Install appropriate clean water devices at all private storm drain locations immediately prior to entering the public storm drain system. Applicant shall implement Best Management Practices (BMP's) at all times.
- j. Install on all catch basins "No Dumping, Drains to River" decal buttons.

- k. If sidewalks are pressure washed, debris shall be trapped and collected to prevent entry into the storm drain system. No cleaning agent may be discharged into the storm drain. If any cleaning agent or degreaser is used, wash water shall be collected and discharged to the sanitary sewer, subject to the approval of the sanitary sewer District.
- l. Include erosion control/storm water quality measures in the final grading plan that specifically address measures to prevent soil, dirt, and debris from entering the storm drain system. Such measures may include, but are not limited to, hydro seeding, gravel bags and siltation fences and are subject to review and approval of the City Engineer. If no grading plan is required, necessary erosion control/storm water quality measures shall be shown on the site plan submitted for an on-site permit, subject to review and approval of the City Engineer. The applicant shall be responsible for ensuring that all contractors and subcontractors are aware of and implement such measures.
- m. Sweep or vacuum the parking lot(s) a minimum of once a month and prevent the accumulation of litter and debris on the site. Corners and hard to reach areas shall be swept manually.
- n. Ensure that the area surrounding the project such as the streets stay free and clear of construction debris such as silt, dirt, dust, and tracked mud coming in from or in any way related to project construction. Areas that are exposed for extended periods shall be watered regularly to reduce wind erosion. Paved areas and access roads shall be swept on a regular basis. All trucks shall be covered.
- o. Clean all on-site storm drain facilities a minimum of twice a year, once immediately prior to October 15 and once in January. Additional cleaning may be required if found necessary by City Inspectors and/or City Engineer.
- p. Install full trash capture device(s) in storm water catch basins that collect water from the project site. A "full trash capture device" is defined as any device or series of devices that traps all particles retained by a 5mm mesh screen and has a design treatment capacity of not less than the peak flow rate resulting from a one-year, one-hour, storm in the tributary drainage catchment area. Selected devices must be detailed on the building permit plan submittal and approved by Public Works prior to installation.

H. UTILITIES

1. All existing and proposed utilities (e.g. transformers and PMH boxes) shall be undergrounded and subsurface in accordance with the Antioch Municipal Code, except existing P.G.& E. towers, if any, or as approved by the City Engineer.
2. All storm water flows shall be collected onsite and discharged into an approved public storm drain system or, if with applicable regulatory approval, into the river.
3. Trash enclosures shall drain to sanitary sewer and shall incorporate methods to contain refuse runoff at the front-gate and pedestrian access point to prevent storm water from entering the enclosure.
4. The sewer collection system shall be constructed to function as a gravity system.
5. A reduced pressure backflow preventer assembly shall be installed on all City water meter services.
6. Double detector check fire line backflow assemblies shall be enclosed within an easement granted to the City, as needed, and at no cost to the City.
7. The developer shall provide all offsite and onsite improvements necessary to provide adequate water pressure and volume to serve this development, as approved by the City Engineer. This will include a minimum residual pressure of 20 psi with all losses included at the highest point of water service and a minimum static pressure of 50 psi.
8. The developer shall install all infrastructure to serve the site. Infrastructure for access to the site (sewer, water, storm, joint trench, and surface improvements) shall be completed prior to issuance of building permits unless pursuant to a written Improvement Agreement, including securities, between the applicant and the City.
9. The developer shall minimize water and sewer connection tie-ins to wet utility mains.
10. All onsite utilities shall be privately maintained and connected to public facilities in accordance with City Standards, or as approved by the City Engineer.
11. All proposed drainage facilities, including open ditches, and except for any grassy swales for storm water quality filtration, shall be constructed of Portland Concrete Cement or as approved by the City Engineer.
12. All structures onsite shall be connected to water and sewer mains for service.

I. LANDSCAPING

1. Sight distance triangles shall be maintained per Antioch Municipal Code § 9-5.1101, Site Obstructions at Intersections, or as approved by the City Engineer. Landscaping and signage shall not create a sight distance problem.
2. Detailed landscaping and irrigation plans for the entire site shall be submitted to the City for review and approval. All landscaping and irrigation shall be installed in accordance with approved plans prior to the issuance of certificates of occupancy for the landside building.
3. Landscaping for the project shall be designed to comply with the applicable requirements of City of Antioch Ordinance No. 2162-C-S the State Model Water Efficient Landscape Ordinance (MWELO). Prior to issuance of a building permit, the applicant shall demonstrate compliance with the applicable requirements of the MWELO in the landscape and irrigation plans submitted to the City.

J. MITIGATION MONITORING AND REPORTING PROGRAM

1. The developer shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program (MMRP) for the AMPORTS Antioch Vehicle Processing Facility Project.
2. The applicant shall comply with mitigation measure AIR-3 in the MMRP, which states:

MM AIR-3: Reduce Annual Vessel Calls, Provide Emissions Offsets, or Otherwise Demonstrate a Reduction in Emissions. To reduce operation phase NOx emissions to below the BAAQMD annual and daily mass emissions thresholds, the Applicant shall limit vessel calls to no more than eight (8) vessel calls per year; or incorporate additional emission reduction measures which may include but are not limited to the following:

- Secure and surrender NOx emissions offsets for NOx emissions over the BAAQMD threshold of significant; or,
- Truck fleet electrification
- Truck fleet alternative fuels (natural gas, hydrogen, etc.)
- Truck model year restrictions, e.g., 2018 or newer
- Truck idling restrictions

The Applicant shall be responsible for the preparation of documents demonstrating revised operational characteristics are below BAAQMD annual

and daily mass thresholds of significance for NO_x, and shall also be responsible for a third-party verification on behalf of the City, if required by the City's Planning Manager.

K. PROJECT SPECIFIC CONDITIONS

1. This approval applies to the project plans and other design drawings provided to the City of Antioch on January 29, 2021; the updated wharf plans provided to the City of Antioch on March 23, 2021; the topographic map prepared by Cinquini & Passarino, Inc. provided to the City of Antioch on April 28, 2021; and the updated conceptual stormwater control plan sheet (CG-201) dated May 4, 2021.
2. The property owner shall dedicate and improve prior to the commencement of operations at the site an additional right-of-way along the project frontage as necessary for the widening of Wilbur Avenue to accommodate a 108-foot-wide arterial roadway, to the satisfaction of the City Engineer. The centerline of the widened road will be no nearer to the applicant's property than the centerline of the current road.
3. Applicant shall be responsible for the design and construction of all frontage improvements, along the project frontage on Wilbur Avenue including a 5-foot-wide sidewalk, 5-foot-wide landscaping planter, curb and gutter. Asphalt paving shall be designed for a minimum traffic index (T.I.) of 9.0 and shall have a minimum slope of 2%. Pavement section shall be a minimum of 6" A.C. over 18" Class II A.B.
4. Applicant shall conform all new improvements with existing improvements at the cost of the applicant. Transitions shall all occur offsite from the project frontage.
5. The applicant shall locate the front boundary fence 10 feet back from the modified front property line. Screening landscaping shall be installed within this 10-foot area with plants such as oleander to screen the fence. The landscaping shall be shown on the building permit for the landside work and shall be subject to review and approval by the Planning Division.
6. Applicant shall design and construct all signing and striping necessary to conform the existing Wilbur Avenue improvements with the new improvements constructed by this project all at the cost of the applicant.
7. Striping of Wilbur Avenue along project frontage section shall be restriped and restored to the satisfaction of the City Engineer prior to the commencement of operations.
8. There is an existing railroad spur that serves this parcel. As a part of the frontage improvements, the railroad company may require improvements to the railroad

crossing meet current standards. The Developer shall obtain the necessary permits and construct the improvements required by the railroad owner, or governing entity, for any necessary improvements to the railroad crossing. If the railroad spur is removed, the Developer shall rebuild the roadway where the railroad spur was removed to the satisfaction of the City Engineer.

9. The parking lot striping and signing plan shall be approved by the City Engineer.
10. All parking spaces shall be double-striped and all parking lot dimensions shall meet minimum City policies and Antioch Municipal Code requirements.
11. No Parking Any Time (R26) signage shall be installed per California MUTCD standards at locations along project frontage as approved by the City Engineer.
12. The applicant shall show a turning template on the building permit site plan verifying that delivery trucks can safely ingress, egress and successfully maneuver throughout the site.
13. The location of the trash enclosures shall be shown on the building permit submittal for the landside operations. The waste company shall provide approval for the location of all trash enclosures, subject to the approval of the City Engineer. Trash enclosures shall not be located within any easement areas.
14. The building permit submittal shall include detailed plans of the location and design of the trash enclosure, in compliance with Antioch Municipal Code Section § 9-5.1401, including:
 - a. The walls of the trash enclosure structure shall be constructed of solid masonry material with a decorative exterior surface finish compatible to the main structure(s). A split face concrete block finish is recommended;
 - b. The trash enclosure structure shall have solid heavy gauge metal gates; the trash enclosure should be designed to allow walk-in access by tenants without requiring the main enclosure gates to be opened;
 - c. The trash enclosure walls shall be a minimum six feet in height. The minimum dimensions for the trash enclosure shall be adequate for the size and number of dumpster units and recycling bins; and signage identifying the types of recyclable materials accepted for collection at the trash enclosure shall be conspicuously posted within the enclosure;
 - d. If visible from public view, the perimeter of the trash enclosure structure shall be planted with landscaping, including a combination of shrubs and/or climbing evergreen vines.

15. Stop signs shall be installed at driveway exits onto Wilbur Avenue prior to the commencement of operations.
16. The project entry shall allow for two (2) full-sized auto-carriers to be queue in line at the gate without any portion of the vehicle protruding into the travel lanes on Wilbur Avenue. The building permit plans for the landside work shall show the revised project entry and a template of the two (2) full-sized auto-carriers queued.
17. Developer shall extend the existing sewer main on Wilbur Avenue to the full extent of site frontage and connect to Wilbur Avenue sewer main for service. Developer shall be responsible for one quarter of the cost and a reimbursement mechanism will be established for the remaining three-quarters of the cost. The work shall be completed prior to the commencement of operations at the site.
18. The stevedore trailer shall be built on a permanent foundation and hooked up to utilities. The trailer shall be subject to administrative design review prior to the submittal of building permits for the trailer.
19. The roof of the office and vehicle process facility shall be gray toned instead of white and shall be subject to review and approval by the Planning Division prior to the issuance of a building permit for the building.
20. The perimeter chain link fence adjacent to the public right-of-way shall have vinyl clad hardware.
21. The perimeter chain link fence shall be a maximum height of seven feet with an additional one foot of barbed wire. The total fence height shall not exceed eight feet.
22. Prior to issuance of a building permit for the landside work or commencement of operations at the site, whichever comes first, the developer shall secure the required regulatory permits to use, operate, and maintain the existing storm water outfall which drains the site directly to the San Joaquin River.
23. The developer shall secure all required regulatory permits necessary for the construction and operation of the site.
24. Fencing shall not obstruct sight distance triangles, as required per Antioch Municipal Code § 9-5.1101, Site Obstructions at Intersections.
25. In alignment with the City's adopted Climate Action Plan (2010), the City requires this development to install at least 1 "Idle Free" incidental sign encouraging drivers not to idle their vehicle in order to reduce air pollution and greenhouse gas emissions. The City recommends the sign be placed in an area where drivers are likely to see it when they park and wait, such as at the beginning of a drive thru or

pick up area. The sign's location shall be shown on plans and shall be reviewed and approved by staff at the building permit stage. The City requires that the sign be 12"x18" and meet existing City requirements for signage, such as for no parking signs, traffic sign mounting, and signage in the right of way. The applicant shall visit the Idle Free Bay Area website at <https://idlefreebayarea.org/resources/> in order to view a sample bilingual Idle Free sign. This template sign can be used by the applicant when having a sign designed and printed.

26. Per the letter dated June 30, 2021, AMPORTS acknowledges the need to enter into a formal agreement with the City of Antioch regarding the public/private partnership for this project to be a success for all parties. AMPORTS also agrees to work in good faith to develop an agreement to mitigate City impacts as well as negotiate City protections and cost reimbursement for administration of a PIDP grant if awarded.

* * * * *

I HEREBY CERTIFY the foregoing resolution was duly adopted by the Planning Commission of the City of Antioch at a regular meeting thereof held on the 1st day of September 2021.

AYES: Motts, Barrow, Gutilla, Martin, and Schneiderman

NOES: none

ABSTAIN: none

ABSENT: Parsons and Riley



Forrest Ebbs
Secretary to the Planning Commission

ATTACHMENT "B"

SITE MAP




CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 11, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Bessie Marie Scott, City Manager 

SUBJECT: Resolution Approving the Consulting Services Agreement between the City of Antioch and TM Consulting Inc., in an Amount Not to Exceed \$75,000, and Authorizing the City Manager or Designee to Execute the Consultant Services Agreement

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution to:

- 1) Approve the Consulting Services Agreement between the City of Antioch and TM Consulting Inc., in an Amount Not to Exceed \$75,000 for a term ending June 30, 2025; and
- 2) Authorize the City Manager or designee to execute the Consulting Services Agreement in a form approved by the City Manager and City Attorney.

FISCAL IMPACT

The City Manager's fiscal year 2025 General Fund budget has sufficient funding for this contract.

DISCUSSION

The City seeks the services of a qualified consultant that can provide support, guidance, and advice in several areas, which will supplement and enhance the City Council, City Manager and Antioch Department Head's efficiency and effectiveness. The City has previously entered into agreements with TM Consulting Inc. for strategic communications services with City Council, and the City Manager and Department Heads. The current services provided by TM Consulting are limited to two, two-day sessions with City Council and the City Manager and Department Heads.

Because of the existing services being provided by TM Consulting Inc., continued support is requested to build the skills on a one-on-one basis with the City Council, the City Manager and Department Heads. Some of the tasks associated with the scope of work include, but are not limited to, professionalism, leadership, communication, trust building,

increasing morale, delegating, conflict resolution, and increasing employee wellness. The scheduling of sessions with TM Consulting Inc. will be at the sole discretion of the City Manager.

ATTACHMENTS

- A. Resolution
- B. TM Consulting Inc., Scope of Work

ATTACHMENT A

RESOLUTION NO. 2025/XXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF
ANTIOCH AND TM CONSULTING INC., FOR AN AMOUNT NOT TO EXCEED
\$75,000 AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE
THE AGREEMENT**

WHEREAS, the City seeks the services of a qualified consultant that can provide support, guidance, and advice in several areas, which will supplement and enhance the City Council's, Antioch City Manager and Department Head's efficiency and effectiveness;

WHEREAS, the City has previously entered into agreements with TM Consulting Inc., for strategic communications services with City Council and the City Manager and Department Heads for two, two-day sessions with City Council, and the City Manager and Department Heads;

WHEREAS due to the existing services being provided by TM Consulting Inc., continued support is requested to build the skills on a one-on-one basis with the City Council, City Manager and Department Heads;

WHEREAS, the services from TM Consulting Inc. include, but are not limited, professionalism, leadership, communication, trust building, increasing morale, delegating, conflict resolution, and increasing employee wellness; and

WHEREAS, the City requests to enter into a Consultant Services Agreement with TM Consulting Inc. for an amount not to exceed \$75,000 for fiscal year 2025.

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

- 3) Approve the Consulting Services Agreement between the City of Antioch and TM Consulting Inc., in an Amount Not to Exceed \$75,000 for a term ending June 30, 2025; and
- 4) Authorize the City Manager or designee to execute the Consulting Services Agreement in a form approved by the City Manager and City Attorney.

* * * * *

RESOLUTION NO. 2025/**

February 11, 2025

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 11th day of February 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH



COMMUNICATIONS COACHING AND STRATEGIC PLANNING FOR CITY LEADERS AND CITY COUNCIL

DESCRIPTION:

City Council members and City Leaders who strengthen their communication skills positively impact their ability to influence public perception, engage in healthy conflict, set expectations, remain professional during council meetings, and establish clear goals and a strategic plan to achieve positive results. Participants will improve their communication skills and participate in a strategic plan to set goals. They will receive coaching and guidance as they practice implementing these techniques and will apply the concepts learned. Attendees will enhance the way they communicate and their leadership skills.

Leaders will learn to:

- 1: Engage in a strategic plan and goal setting
- 2: Increase community trust
- 3: Promote wellness and morale of city employees
- 4: Effectively and professionally communicate at council meetings
- 5: Engage in healthy conflict
- 6: Establish a professional code of conduct
- 7: Prioritize special projects equally across district lines
- 8: Successful communication with department heads and city leaders

Suggested Program Package:

This proposal sets forth the terms for Tracy Miller (TM Consulting Inc.) to provide the City of Antioch with monthly communication and leadership consulting services.

This agreement shall commence **on February 1**, and the terms of the agreement will be for 12 months from the date of commencement. This price is all-inclusive, and there will be no extra costs for travel or other expenses.

TM Consulting Inc. will provide a statement for services rendered under this agreement at the end of each month. The foregoing are the terms of the agreement.

Neither party shall have any liability to the other for any lost profits or special, incidental, indirect, or consequential damages, even if advised of the possibility of such damages. In addition, TM Consulting Inc. shall not be liable for any liabilities, costs, and expenses incurred or suffered because of, or in any way relating to, this engagement other than as judicially determined to be caused by TM Consulting Inc.'s bad faith willful misconduct or negligence.

Tracy Miller Consulting Inc.

Tracy@tracymotivates.com | 714.797.5681 | Courses.tracymotivates.com

This agreement may be amended only by an instrument executed by the signed parties. This agreement does not establish an attorney-client relationship. In exchange for the agreed-upon compensation, Tracy Miller (TM Consulting Inc.) will provide Communication and Leadership Coaching as directed by the City Manager.

Included but not limited to consulting on the following topics:

Professionalism

Leadership

Formal and Informal presentations to the Trial Court Administrator and the Superior Court

Presentations to Staff

Presentations to the Community

Delegating

Ownership

Accountability

Decreasing Conflict

Increasing Wellness

Building Trust

Increasing Morale

Leading Meetings

Technology

Building Strong Teams

Increasing Productivity

Decreasing Liability

Written Communication

The monthly service fee for up to 15 hours a month is \$15,000

The city manager will set the consulting schedule each month. The Manager will direct TM Consulting to whom to coach each month and set goals for the consulting hours. TM Consulting will submit a monthly report to the City Manager that documents the coaching hours and progress.


**CITY OF
ANTIOCH
CALIFORNIA**

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 11, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Jason Bonilla, Operations Supervisor, Fleet

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

SUBJECT: Agreement with Peterson Cat for the Purchase of a 2025 Caterpillar 275XE Compact Track Loader and a 2025 Caterpillar 415IL Skip Loader in the Amount of \$339,458

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the Cooperative Purchasing Agreement with Peterson Cat for the purchase of a 2025 Caterpillar 275XE Compact Track Loader and a 2025 Caterpillar 415IL Skip Loader in the amount of \$339,458, authorizing the necessary budget adjustments, and authorizing the City Manager to execute the agreement in a form approved by the City Attorney.

FISCAL IMPACT

The FY 2024/25 Operating Budget includes \$125,521 from the Vehicle Replacement Fund and \$81,853.96 from the General Fund for a total amount of \$207,374.96 for the replacement purchase of a 2025 CAT 275XE Compact Tractor Loader. The replaced 2008 CAT Skid Steer Loader will be sold at auction with revenue returning to the Vehicle Replacement Fund for future replacement needs.

The \$132,083.03 purchase of the 2025 CAT 415IL Skip Loader Tractor is new to fleet and will be split between the Sewer Enterprise Fund and Public Works Development Impact Fund and will require a budget amendment.

DISCUSSION

The City's inventory of vehicles and equipment is examined annually in conjunction with the budget process to determine which existing units meet replacement criteria and any new operational needs. This recommendation replaces a 2008 Cat Skid Steer Loader that is well beyond its useful life with a new 2025 CAT 275XE Compact Track Loader as described in Attachment B. Replacing the CAT Skid Steer loader at this time will reduce maintenance costs, vehicle emissions and improve work reliability. Timely replacement of vehicles and equipment is critical to reduce overall costs and liability associated with an aging fleet. It also improves quality of service and productivity by reducing vehicle and equipment downtime.

The replacement purchase of a CAT 275XE Compact Track loader with attachments is a critical piece of equipment that staff need to proactively and efficiently maintain the City's open spaces. This equipment will be utilized across multiple work groups to help prevent fires in the City's open spaces, trails, and creek areas by removing tall dry grass, brush, and low tree limbs that can serve as fuel for wildfires. Timely removal of this vegetation is essential to not only meet Contra Costa Fire Department mandates but more importantly to protect life and property within the City of Antioch.

The new to fleet purchase of a 2025 Caterpillar 415IL Skip Loader will greatly assist staff in maintaining access roads to City creeks and sewer lines in rural areas by enabling efficient grading for emergency and routine maintenance. The Skip loader will provide the necessary power to handle rough terrain, ensuring crews can quickly reach sewer lines and storm drainage systems with equipment, minimizing downtime and improving sewer and storm system reliability. This equipment will also be used during significant storm events to address erosion caused by heavy rainfall, stabilizing roads, and filling washed-out areas to maintain accessibility. Additionally, the Skip loader will help staff with debris and green waste removal from the City's creek areas to ensure proper water flow to help prevent flooding. This proactive approach reduces costly repairs and extends the lifespan of infrastructure, enhancing both the system's safety and functionality while protecting life and property.

The City received a quote for the purchase of a new 2025 Caterpillar 275XE Compact Track Loader and a new 2025 Caterpillar 415IL Skip Loader from Peterson CAT, a Sourcewell cooperative purchasing vendor. The City can utilize Sourcewell Cooperative Purchasing agreements for the purchase of goods and services per Antioch Municipal Code section 3-4.12 (C) (3), which allows the dispensing of bidding procedures for purchasing goods or services or proposal procedures for professional services. Many public agencies, including neighboring cities and special districts, use certain national cooperative purchasing programs such as Sourcewell to enable them to obtain significant savings while maintaining the principles of fair and open competition in public procurement.

ATTACHMENTS

- A. Resolution
- B. CAT Sourcewell Quotes

ATTACHMENT "A"

RESOLUTION NO. 2025/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE COOPERATIVE PURCHASING AGREEMENT WITH PETERSON
CAT FOR THE PURCHASE OF A 2025 CATERPILLAR 275XE COMPACT TRACK
LOADER AND A 2025 CATERPILLAR 415IL SKIP LOADER IN THE AMOUNT OF
\$339,458, AUTHORIZING THE NECESSARY BUDGET ADJUSTMENTS AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

WHEREAS, the City's inventory of vehicles and equipment is examined annually in conjunction with the budget process to determine which existing units meet replacement criteria and any new operational needs;

WHEREAS, a CAT 275XE Compact Track loader with attachments is a critical piece of equipment that staff need to proactively and efficiently maintain the City's open spaces;

WHEREAS, this equipment is utilized across multiple work groups to help prevent fires in the City's open spaces, trails, and creek areas by removing tall dry grass, brush, and low tree limbs that can serve as fuel for wildfires;

WHEREAS, timely removal of this vegetation is essential to not only meet Contra Costa Fire Department mandates but more importantly to protect life and property within the City of Antioch;

WHEREAS, the new to fleet purchase of a 2025 Caterpillar 415IL Skip Loader will greatly assist staff in maintaining access roads to City creeks and sewer lines in rural areas by enabling efficient grading for emergency and routine maintenance;

WHEREAS, this equipment will also be used during significant storm events to address erosion caused by heavy rainfall, stabilizing roads, and filling washed-out areas to maintain accessibility;

WHEREAS, additionally, the Skip Loader will help staff with debris and green waste removal from the City's creek areas to ensure proper water flow to help prevent flooding;

WHEREAS, this proactive approach reduces costly repairs and extends the lifespan of infrastructure, enhancing both the system's safety and functionality while protecting life and property;

WHEREAS, Staff received a quote for the purchase of a new 2025 Caterpillar 275XE Compact Track Loader and a new 2025 Caterpillar 415IL Skip Loader from Peterson CAT, a Sourcewell cooperative purchasing vendor;

WHEREAS, the City can utilize Sourcewell Cooperative Purchasing agreements for the purchase of goods and services per Antioch Municipal Code section 3-4.12 (C) (3), which allows the dispensing of bidding procedures for purchasing goods or services

RESOLUTION NO. 2025/***

February 11, 2025

Page 2

or proposal procedures for professional services; and

WHEREAS, the City Council has considered approving the Cooperative Purchasing Agreement with Peterson Cat for the replacement purchase of a 2025 Caterpillar 275XE Compact Track Loader and a new to fleet 2025 Caterpillar 415IL Skip Loader utilizing a Sourcewell Contract #011723-CAT in the amount of \$339,458.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch, hereby approves the Cooperative Purchasing Agreement with Peterson Cat for the purchase of a 2025 Caterpillar 275XE Compact Track Loader and a 2025 Caterpillar 415IL Skip Loader in the amount of \$339,458, authorizes the necessary budget adjustments and authorizes the City Manager to execute the Cooperative Purchasing 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 11th day of February 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"



Oct 07, 2024

CITY OF ANTIOCH
ATTN ACCOUNTS PAYABLE
PO BOX 5007
ANTIOCH
California
94531

Attention: Carlos Zipada

RE: Quote 231059-01

Sourcewell Contract 011723-CAT Quote

Dear Sir,

We would like to thank you for your interest in our company and our products and are pleased to quote the following for your consideration.

One (1) New Caterpillar Model: 275XE Compact Construction Equipment

STOCK NUMBER: PM03783

MACHINE SPECIFICATIONS

275 XE CTL DCA6A	654-2009
275 XE COMPACT TRACK LOADER	586-0284
CAB PACKAGE, ULTRA	654-2022
TECHNOLOGY PACKAGE (T5)	607-5802
REAR LIGHTS	579-2312
DOOR, CAB, POLYCARBONATE	593-7244
SEAT BELT, 2"	613-1924
CERTIFICATION ARR, P65	650-7134
COLD STARTING PACKAGE (120V)	651-5072
COUPLER, HYD, SELF LVL,RTD,WTP	585-9939
COOLER, STANDARD	637-6639
PROTECTION, HYD. COUPLER LINES	652-1969
MOUNTING, FIRE EXTINGUISHER	594-1961
LAND MANAGEMENT PKG, (LM1)	586-0242
TRACK,RUBBER,450MM(17.7IN)BAR	594-6234
INTEGRATED RADIO	651-8586
SHIPPING/STORAGE PROTECTION	643-1300
PRODUCT LINK, CELLULAR PLE643	579-2324
INSTRUCTIONS, ANSI, USA	586-0247

SERIALIZED TECHNICAL MEDIA KIT	421-8926
PACK, DOMESTIC TRUCK	0P-0210
LANE 3 ORDER	0P-9003
BRUSHCUTTER, BRX418, 4B FLAT	610-2780
BUCKET-MP, 86", BOCE	426-6558
RAKE, IND. GRAPPLE, 84"	286-9301
STUMP GRINDER, SG36	424-0460

STANDARD EQUIPMENT

POWERTRAIN -Cat C3.6TA turbocharged, aftercooled -diesel engine --Gross horsepower per ISO 14396 -120.7 HP (90 kW)
 --Electric fuel priming pump --Glow plugs starting aid --Liquid cooled, direct injection -Air cleaner, dual element, radial seal -S-O-S sampling valve, hydraulic oil -Ecology drain - coolant -Filter, hydraulic supply, cartridge type -Filter, hydraulic return, cartridge type -Filter, canister type, engine oil -Filter, canister type, fuel -and water separator -Radiator / hydraulic oil -cooler (side-by-side) -Spring applied, hydraulically released, -parking brakes -Hydrostatic transmission -Lockable fuel cap -Auto engine idle

UNDERCARRIAGE -E-bar (equalizer bar) -undercarriage suspension -Two speed travel -Speed Sensitive Ride Control -Triple flange idler wheels -- front and rear -Integrated tie downs on track -frame (4)

HYDRAULICS -High Flow XE: 40 gpm (150 lpm) max -High Flow Pressure: 4496 psi --(31000 kPa) max -Selectable control pattern - ISO or H -Electro/hydraulic implement control -Electro/hydraulic hydrostatic -transmission control -Heavy duty flat faced quick disconnects -with integrated pressure release lever -

ELECTRICAL -Work Tool Electrical Harness -Heavy duty battery --includes battery disconnect with -lockout feature -12 volt electrical system -100 ampere alternator -LED work lights (front / rear / sides) -Auto reverse lights -Switch backlighting -Interior LED dome light -Backup alarm -Electrical outlet, beacon -Courtesy lighting, exterior -Push start ignition

OPERATOR ENVIRONMENT -Operator warning system indicators: --Air filter restriction --Alternator output --Armrest raised / operator out of seat --Engine coolant temperature --Engine oil pressure --Glow plug activation --Hydraulic supply filter restriction --Hydraulic oil temperature --Park brake engages --Engine emission system -(where applicable) -Control interlock system, when operator -leaves seat or armrest raised: --Hydraulic system disables --Hydrostatic transmission disables --Parking brake engages -ROPS cab, tilt up -FOPS, Level I -Color LCD monitor: --Creep speed control --Drive response adjustment --Implement response adjustment --Drive Power Priority adjustment --Language selection (x32) --Date, Time, Units, and brightness -settings --Multi-operator Anti-theft Security -System & Monitoring --Maintenance schedule and reminders --Event and Diagnostic Code monitoring --Smart Technology, enables use of -Smart Attachments -Gauges: fuel level, hour meter, -hydraulic temperature, battery -voltage, tachometer. -Rear-view camera -Enclosed Cab, tilt up: --Air conditioner incl heater/defroster --Front and Rear Sliding Side windows -Seat, comfort, air suspension, cloth, --High back heated seat with recline -Cab Front Door -Advanced Touchscreen Monitor -Advanced Joysticks -X-mount cell phone holder -Cell Phone Storage Pocket -Cup Holder -Ergonomic contoured armrest -Independently adjustable, seat -mounted joystick controls. -Top and rear windows -Floormat -Headliner -Interior rear view mirror -Horn -Hand (dial) throttle, electronic -12 volt power port -Rear window breaker hammer -

FRAMES -Lift linkage, vertical path -Chassis, one piece welded -Machine tie down points (9) -Removable panels for machine -frame cleanout (3) -Support, lift arm -Steel rear and front bumpers, welded -Fuel fill, machine right hand side -DEF fill, engine compartment, machine -left hand side

OTHER STANDARD EQUIPMENT -Steel engine door with replaceable -louvers -Engine door - lockable -Extended life antifreeze (-37C, -34F) -Work tool attachment coupler -Hydraulic oil level sight gauge -Radiator coolant level sight gauge -Radiator expansion bottle -Cat ToughGuard TM hose -Hydraulic demand cooling fan -Front cab-to-frame sealing -Cab-to-frame sealing, sides -Hydraulic fill access door -Lockable fuel fill access door

SELL PRICE	\$186,783.45
EXT WARRANTY	\$2,168.67
NET BALANCE DUE	\$188,952.13
SALES TAX (9.75%)	\$18,422.83
AFTER TAX BALANCE	\$207,374.96

WARRANTY

Standard Warranty:	24 Months, 2000 Hours Standard Warranty
Extended Warranty:	36 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH

F.O.B/TERMS: Antioch

Sourcewell Contract 011723-CAT Quote

Accepted by _____ on _____

Signature

This Quote is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Mathew Durflinger
Machine Sales Representative
Peterson CAT
+1 (510) 2541203
MDDurflinger@petersoncat.com



Jan 16, 2025

CITY OF ANTIOCH
ATTN ACCOUNTS PAYABLE
PO BOX 5007
ANTIOCH
California
94531

Attention: Carlos Zepada

RE: Quote 233970-01

Sourcewell Contract 011723-CAT Quote

Dear Sir,

We would like to thank you for your interest in our company and our products. We are pleased to quote the following for your consideration.

One (1) New Caterpillar Model: 415IL Backhoe Loaders

MACHINE SPECIFICATIONS

415 07A IL BHL	542-8000
415IL LANE 2 ZCON	626-9383
HYDRAULICS, MP, 3FCN/5BNK	545-7229
PT ARR-4WD/2WS STD SHIFT	543-4895
CANOPY	545-7230
WORKLIGHTS (4) HALOGEN LAMPS	491-6733
COUNTERWEIGHT, 530 LBS	337-9695
RIDE CONTROL	558-8376
PRODUCT LINK, CELLULAR, PLE643	560-6797
COUNTERWEIGHT, 198 LBS	463-6939
MIRRORS, EXTERNAL, BOTH SIDES	382-2499
SEAT BELT, 3" SUSPENSION	206-1748
SERIALIZED TECHNICAL MEDIA KIT	421-8926
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
INSTRUCTIONS, ANSI	596-7509
TIRES, 12.5 80/16.9-24, GY/TI	464-9639
BUCKET-MP, 1.3 YD3, PO	337-7436
CUTTING EDGE, TWO PIECE	9R-5321
KIT, DUAL TILT CYLINDER	470-5247

BOX, BLADE/SCARIFIER
HITCH 3 POINT
LANE 2 ORDER
PACK, DOMESTIC TRUCK
EIN # DJ4T96
BEACON, AMBER LED

461-9717
462-5281
0P-9002
0P-0210

634-6334

SELL PRICE	\$116,595.02
NET BALANCE DUE	\$116,595.02
SALES TAX (9.75%)	\$11,368.01
AFTER TAX BALANCE	\$130,023.03
60 MO/2500 HR PREMIER EPP	\$2,060.00
TOTAL OTHER AMOUNT AFTER TAX	\$2,060.00

WARRANTY

Standard Warranty:	12 Month, Unlimited Hours Standard Warranty
Extended Warranty:	415-60 MO/2500 HR PREMIER

F.O.B/TERMS: Antioch

Sourcewell Contract 011723-CAT Quote

Accepted by _____ on _____

Signature

This Quote is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Mathew Durlinger
Machine Sales Representative


Peterson CAT
+1 (510) 2541203
MDDurflinger@petersoncat.com


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 11, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lori Medeiros, Administrative Analyst II 

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

SUBJECT: Contract Extension in the Amount of \$400,000 for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations (2024); P.W. 507-20

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving an amendment extending the length of the contract with Sandstone Environmental Engineering, Inc. at the original unit prices for an additional period of one (1) year, through February 13, 2026 for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations ("Project"), and increasing the existing contract by \$400,000 for an amount not to exceed \$798,800; and authorizing the City Manager to execute the first amendment to the Agreement in a form approved by the City Attorney.

FISCAL IMPACT

The FY 2024/25 and 2025/26 Capital Improvement Budgets include \$150,000 from the Gas Tax Fund, \$150,000 from the Sewer Enterprise Fund and \$150,000 from the Water Enterprise Fund in each fiscal year for a total of \$900,000 over the two-year period.

DISCUSSION

On February 13, 2024, the City Council approved an agreement in the amount of \$398,800 with Sandstone Environmental Engineering, Inc. (SEEI) of Oakley for a one-year term. The project contract documents allow for the contract to be extended a maximum of two one-year terms upon mutual agreement between the City and SEEI, provided the contract unit prices remain unchanged. SEEI has agreed to extend the contract prices for an additional year that will expire February 13, 2026.

This project consists of removing and replacing existing uneven, damaged and/or deteriorated concrete curb, gutter, sidewalk, driveway and valley gutter sections and other miscellaneous concrete work, including the installation of texture colored concrete,

constructing concrete curb ramps, and modifying existing storm drain catch basins. Tree removal, stump grinding, and root pruning will also be performed on an as needed basis.

During the past year, SEEI has replaced/installed 7,423 square feet of sidewalk, 908 square feet of driveway approach, 870 linear feet of curb and gutter and 3 storm drain catch basin tops throughout the City.

ATTACHMENTS

A: Resolution

B: SEEI Extension Email

ATTACHMENT "A"

RESOLUTION NO. 2025/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
EXTENDING THE LENGTH OF THE CONTRACT WITH SANDSTONE
ENVIRONMENTAL ENGINEERING, INC. AT THE CURRENT UNIT PRICES FOR AN
ADDITIONAL PERIOD OF ONE (1) YEAR, THROUGH FEBRUARY 13, 2026 FOR
THE CURB, GUTTER, AND SIDEWALK REPAIR INCLUDING TREE REMOVAL AND
STUMP GRINDING AND INSTALLATION OF CONCRETE CURB RAMPS
AT MISCELLANEOUS LOCATIONS PROJECT AND INCREASE THE EXISTING
CONTRACT BY \$400,000 FOR AN AMOUNT NOT TO EXCEED \$798,800
P.W. 507-20**

WHEREAS, on February 13, 2024, Sandstone Environmental Engineering, Inc. ("Contractor") was awarded a contract by the City of Antioch ("City") to perform work associated with the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations project ("Project") through February 13, 2025;

WHEREAS, the Project contract documents allow for the contract to be extended a maximum of two one-year terms upon mutual agreement between the City and the Contractor, provided the contract unit prices remain unchanged;

WHEREAS, the Contractor has agreed to extend the original Project unit prices for an additional period of one year, through February 13, 2026; and

WHEREAS, the City Council has considered authorizing the City Manager to execute the one-year extension of the contract through February 13, 2026, with the original contract unit prices remaining unchanged and increase the existing contract with the Contractor by \$400,000 for an amount not to exceed \$798,800.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch, hereby approves an amendment extending the length of the contract with Sandstone Environmental Engineering, Inc. at the original unit prices for an additional period of one (1) year, through February 13, 2026 for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations, and increasing the existing contract by \$400,000 for an amount not to exceed \$798,800, and authorizing the City Manager to execute the first amendment to the Agreement in a form approved by the City Attorney..

* * * * *

RESOLUTION NO. 2025/**

February 11, 2025

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 11th day of February 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

Lori Medeiros

From: martin castillo <sandstone.env@gmail.com>
Sent: Monday, November 25, 2024 3:37 PM
To: Lori Medeiros
Cc: Scott Buenting; Mitchell Loving
Subject: Re: Curb, Gutter & Sidewalk Repair Contract

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Yes, please proceed.

Thank you

Martin Castillo
Sandstone Environmental Engineering Inc.
P.O Box 1049 Oakley CA 94561
Phone 510-334-7932
Fax 510-323-8127
Lic.878348 A,B-DOSH #1032 ASB,HAZ-MAT, Lead

On Wed, 20 Nov 2024 at 16:34, Lori Medeiros <LMedeiros@antiochca.gov> wrote:

Hi Martin,

Your contract for the above-mentioned project will expire on February 13, 2025. You have the option to renew your contract for an additional year if you agree to keep your bid prices the same. Please let me know if you would like to renew this contract for an additional year.

Thank you,

Lori Medeiros
Administrative Analyst | Capital Improvements Division

☎: (925) 779-7050

☎: (925) 779-7062

✉: lmedeiros@antiochca.gov

🌐: www.antiochca.gov

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 11, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ana Cortez, Human Resources Director *AEC*

APPROVED BY: Bessie Marie Scott, City Manager *BMS*

SUBJECT: Approval of the Side Letter Agreement between the City of Antioch and the Antioch Police Officers' Association

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the Side Letter Agreement between the City of Antioch and the Antioch Police Officers' Association; and
- 2) Authorize the City Manager or designee to execute the Side Letter Agreement between the City of Antioch and the Antioch Police Officers' Association.

FISCAL IMPACT

The Police Department expects overtime costs to be reduced with implementation of the new schedule as mandatory overtime for training days will no longer be built into Officer schedules. Based on existing filled sworn staffing levels, approximately \$268,000 in overtime savings should be realized for the remainder of FY25.

DISCUSSION

The Antioch Police Department implemented a new patrol schedule to ensure adequate coverage for its 24/7 operations and reduce the strain of mandatory overtime. This adjustment aims to better meet operational needs while providing more balanced workloads for Officers. To implement the new schedule in compliance with the terms of the Antioch Police Officers' Association (APOA) Memorandum of Understanding and as required by CalPERS, a Side Letter must be established.

The adoption of the recommended resolution is intended to establish the necessary documentation to support the Police Department's implementation of the new schedule.

N

Agenda #

The City and APOA met and conferred in good faith to discuss the proposed terms in the Side Letter Agreement.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Side Letter Agreement

RESOLUTION NO. 2025/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE SIDE LETTER AGREEMENT BETWEEN THE CITY OF ANTIOCH
AND THE ANTIOCH POLICE OFFICERS' ASSOCIATION (APOA) AND AUTHORIZING
THE CITY MANAGER OR DESIGNEE TO EXECUTE THE SIDE LETTER**

WHEREAS, the City and the Antioch Police Officers' Association (APOA) have a Memorandum of Understanding covering the period of September 1, 2021 – August 31, 2025;

WHEREAS, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of the Antioch Police Officers' Association (APOA); and

WHEREAS, representatives of the City and the Antioch Police Officers' Association (APOA) reached a Side Letter Agreement for the implementation of a new patrol schedule.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch as follows:

Section 1. The Side Letter Agreement between the City of Antioch and Antioch Police Officers' Association (APOA) as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

Section 2. The City Manager or designee is authorized to execute the Side Letter Agreement as provided in the attached 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 11th day of February, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH**

SIDE LETTER OF AGREEMENT

This Side Letter of Agreement is entered by and between the City of Antioch ("City" or "Employer") and the Antioch Police Officers' Association ("APOA" or "Association") (collectively the "Parties") as follows:

RECITALS

- A. The APOA is the recognized exclusive representative for a City bargaining unit comprised of employees working in the following job classifications:

Police Officer
Police Corporal
Police Sergeant
Police Dispatcher
Community Services Officer
Lead Dispatcher

- B. The City and APOA are parties to a valid and enforcement Memorandum of Understanding ("MOU") establishing wages, hours and working conditions for bargaining unit employees during the term September 1, 2021, through August 31, 2025.
- C. To meet the operational needs of the city, a new patrol schedule was enacted on January 12, 2025. The new schedule splits the week into a 4/10-hour (Tuesday – Friday) and 3/12.5-hour (Saturday – Monday) schedule. The Parties acknowledge that such a schedule change was necessary for optimum staffing levels. To achieve 160 base hours for the 28-day cycle and CAL Pers reporting period, members working the 3/12.5 hour schedule will work 75 base hours during one pay period and 85 hours during the following pay period. To prevent loss of time for members, the Parties agree to the following:

AGREEMENT

1. Effective upon the signing of this side letter, members working a 3/12.5-hour schedule will be allotted 5 hours of "payback time" during each 75-hour pay period. This will create an obligation for members to work an additional 5 hours during the following pay period. The following provisions will apply:
 - I. Definition of Payback Time: "Payback time" refers to the designated 5 hours that members will work in the subsequent pay period as result of the 5 hours included in their current 75-hour pay period.

- II. **Scheduling Payback Time:** Members are required to fulfill the 5 hours of payback time within the following pay period, ensuring operational needs are met.
 - III. **Compensation:** The 5 hours of payback time will be compensated at the member's regular hourly rate.
- 3. Except as specifically provided herein, all existing provisions, terms and conditions in the MOU shall remain unchanged, and in full force and effect.
 - 4. No provision, term, or condition of this Side Letter Agreement shall be modified, waved or change without written mutual agreement of the Parties.

FOR THE CITY OF ANTIOCH

FOR THE ANTIOCH POLICE
OFFICERS' ASSOCIATION

Dated: _____

Dated: _____



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 11, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Bessie Marie Scott, City Manager *BMS*

SUBJECT: City Council Appointment of Standby City Council Members for Council Member Freitas

RECOMMENDED ACTION

It is recommended that the City Council appoint the following nominees as Standby City Council Members for Council Member Freitas:

- Council Member Freitas: 1) Cathryn Radin Freitas; 2) Thomas A. Harttrick IV; 3) Thomas W.J. Menasco.

FISCAL IMPACT

No fiscal impact is anticipated as there is no compensation for Standby Council Members.

DISCUSSION

Pursuant to State Law (California Government Code Sections 8635-8644), Article 6 of Title 2 of the Antioch Municipal Code provides for the appointment of Standby City Council Members "in the event of a declaration of emergency and a Council Member is unavailable due to being killed, missing or having an incapacitating injury." The provision for Standby Council Members allows for the continuity of government in the event of a catastrophic emergency.

Each council member shall nominate three standby members and shall indicate the order of priority of each standby member. Consideration shall be given to places of residence and work, so that the greatest probability of survivorship or availability shall exist. While not required, priority shall be given to city residents who are at least 18 years of age and are registered voters. The City Council shall then appoint the nominees as Standby Council Members.

Standby Council Members may become activated during a state of war emergency, a state of emergency or a declared local emergency. No standby member shall become a member of the City Council unless there is a declared emergency described above. The mere vacancy of the regular Council member's office absent a declared emergency shall not activate the standby member. The first priority standby member shall serve during

the emergency if his or her regular member is unavailable, meaning that the regular member is killed, missing, or so seriously injured as to be unable to attend meetings and otherwise perform duties. Any question as to whether a particular member is unavailable shall be settled by the remaining available members of the Council, including standby officers who are serving. If the first priority standby member is unavailable, the second priority shall serve, and so forth. Standby members shall serve at the pleasure of the governing body appointing them and may be removed and replaced at any time with or without cause.

The provision for standby council members allows for the continuity of government in the event of a catastrophic emergency. Standby council members are not activated in the event of a “regular” vacancy in a council seat.

ATTACHMENTS

- A. Antioch Municipal Code Ordinance No. 909-C-S (Standby Council Members)
- B. California Government Code sections 8635 – 8644

ORDINANCE NO. 909-C-S

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ADDING ARTICLE 5 TO CHAPTER 1, TITLE 2 OF THE ANTIOCH
MUNICIPAL CODE, DEALING WITH THE TEMPORARY PRESIDING
OFFICER, AND ADDING ARTICLE 6 TO CHAPTER 1, TITLE 2
OF THE ANTIOCH MUNICIPAL CODE, DEALING WITH
STANDBY MEMBERS OF THE CITY COUNCIL**

The City Council of the City of Antioch does ordain as follows:

SECTION 1: Article 5 is hereby added to Chapter 1, Title 2 of the Antioch Municipal Code, to read as follows:

Article 5. TEMPORARY PRESIDING OFFICER

Sec. 2-1.501. Selection of temporary presiding officer.

In the event that a quorum is present at a City Council meeting, but both the Mayor and Mayor Pro Tempore are absent, the members of the Council who are present shall select a Temporary Presiding Officer to conduct the meeting. The Temporary Presiding Officer shall be selected as follows:

1. The Council member with the longest uninterrupted time of service on the City Council.
2. If more than one member has the same amount of uninterrupted time of service on the Council, then the members who are present shall draw lots to determine the temporary presiding officer.

SECTION 2: Article 6 is hereby added to Chapter 1, Title 2 of the Antioch Municipal Code, to read as follows:

Article 6. STANDBY COUNCIL MEMBERS

Sec. 2-1.601. Standby members authorized.

Standby members of the City Council are hereby authorized pursuant to the provisions of Government Code §§8636 - 8644.

Sec. 2-1.602. Appointment.

Following the initial appointment of Standby Council Members, Standby Members shall be appointed at the first regular Council meeting following the swearing-in of newly-elected members, and at such other times as are deemed appropriate. Each Council Member shall nominate three Standby members, and shall indicate the order of priority of each Standby member. Consideration shall be given to places of residence and work, so that the greatest probability of survivorship or availability shall exist. While not required, priority shall be given to Antioch residents who are at least 18 years of age and are registered voters. The City Council shall then appoint the nominees as Standby Council Members.

Sec. 2-1.603. Service of Standby Council Members.

Standby Council Members may become activated during a state of war emergency, a state of emergency or a declared local emergency. No Standby Member shall become a member of the City Council unless there is a declared emergency described above. The mere vacancy of the regular Council member's office absent a declared emergency shall not activate the Standby Member. The first priority Standby member shall serve during the emergency if his or her regular member is unavailable, meaning that the regular member is killed, missing, or so seriously injured as to be unable to attend meetings and otherwise perform duties. Any question as to whether a particular member is unavailable shall be settled by the remaining available members of the Council, including standby officers who are serving. If the first priority Standby member is unavailable, then the second priority shall serve, and so forth. Standby members shall serve at the pleasure of the governing body appointing them, and may be removed and replaced at any time with or without cause.

Sec. 2-1.604. Filling of offices.

Upon Standby Members becoming activated, the City Council shall, if necessary, determine offices. In the event that both the Mayor and Mayor Pro Tempore shall be unavailable, then the remaining regular members of the Council shall determine the Temporary Presiding Officer as determined by Section 2-1.501. No Standby Member shall become Mayor or Temporary Presiding Officer if any of the regular Council members are available to fill such position, although the Standby Member shall continue to serve as a member of the governing body until the termination of the emergency, until the regular member becomes available, or until the regular member is replaced pursuant to provisions of state law.

Sec. 2-1.605. Functions and duties.

The functions and duties of Standby Members shall be as described in Government Code Section 8641, and successor legislation.

SECTION 3: This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in the Daily Ledger, a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at an adjourned regular meeting of the City Council of the City of Antioch, held on the 1st day of August, 1995, and passed and adopted at a regular meeting thereof, held on the 12th day of September, 1995.

AYES: Council Members Rocha, Rimbault, Payton, Hernandez, and Mayor Herendeen.

NOES: None.

ABSENT: None.


MAYOR OF THE CITY OF ANTIOCH

ATTEST:


CITY CLERK OF THE CITY OF ANTIOCH



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GOVERNMENT CODE - GOV
TITLE 2. GOVERNMENT OF THE STATE OF CALIFORNIA [8000 - 22980] (Title 2 enacted by Stats. 1943, Ch. 134.)
DIVISION 1. GENERAL [8000 - 8899.95] (Division 1 enacted by Stats. 1943, Ch. 134.)
CHAPTER 7. California Emergency Services Act [8550 - 8669.87] (Chapter 7 added by Stats. 1970, Ch. 1454.)

ARTICLE 15. Preservation of Local Government [8635 - 8644] (Article 15 added by Stats. 1970, Ch. 1454.)

8635. The Legislature recognizes that if this state or nation were attacked by an enemy of the United States, many areas in California might be subjected to the effects of an enemy attack and some or all of these areas could be severely damaged. During such attacks and in the reconstruction period following such attacks, law and order must be preserved and so far as possible government services must be continued or restored. This can best be done by civil government. To help to preserve law and order and to continue or restore local services, it is essential that the local units of government continue to function.

In enacting this article the Legislature finds and declares that the preservation of local government in the event of enemy attack or in the event of a state of emergency or a local emergency is a matter of statewide concern. The interdependence of political subdivisions requires that, for their mutual preservation and for the protection of all the citizens of the State of California, all political subdivisions have the power to take the minimum precautions set forth in this article. The purpose of this article is to furnish a means by which the continued functioning of political subdivisions will be assured. Should any part of this article be in conflict with or inconsistent with any other part of this chapter, the provisions of this article shall control.

Nothing in this article shall prevent a city or county existing under a charter from amending said charter to provide for the preservation and continuation of its government in the event of a state of war emergency.

(Amended by Stats. 1974, Ch. 595.)

8636. As used in this article, "unavailable" means that an officer is either killed, missing, or so seriously injured as to be unable to attend meetings and otherwise perform his duties. Any question as to whether a particular officer is unavailable shall be settled by the governing body of the political subdivision or any remaining available members of said body (including standby officers who are serving on such governing body).

(Added by Stats. 1970, Ch. 1454.)

8637. Each political subdivision may provide for the succession of officers who head departments having duties in the maintenance of law and order or in the furnishing of public services relating to health and safety.

(Added by Stats. 1970, Ch. 1454.)

8638. To provide for the continuance of the legislative and executive departments of the political subdivision during a state of war emergency or a state of emergency or a local emergency the governing body thereof shall have the power to appoint the following standby officers:

- (a) Three for each member of the governing body.
- (b) Three for the chief executive, if he is not a member of the governing body.

In case a standby office becomes vacant because of removal, death, resignation, or other cause, the governing body shall have the power to appoint another person to fill said office.

Standby officers shall be designated Nos. 1, 2, and 3 as the case may be.

(Amended by Stats. 1974, Ch. 595.)

8639. The qualifications of each standby officer should be carefully investigated, and the governing body may request the Director of Emergency Services to aid in the investigation of any prospective appointee. No examination or investigation shall be made without the consent of the prospective appointee.

Consideration shall be given to places of residence and work, so that for each office for which standby officers are appointed there shall be the greatest probability of survivorship. Standby officers may be residents or officers of a political subdivision other than that to which they are appointed as standby officers.

(Amended by Stats. 2013, Ch. 352, Sec. 176. (AB 1317) Effective September 26, 2013. Operative July 1, 2013, by Sec. 543 of Ch. 352.)

8640. Each standby officer shall take the oath of office required for the officer occupying the office for which he stands by. Persons appointed as standby officers shall serve in their posts as standby officers at the pleasure of the governing body appointing them and may be removed and replaced at any time with or without cause.

(Added by Stats. 1970, Ch. 1454.)

8641. Each standby officer shall have the following duties:

- (a) To inform himself or herself of the duties of the office for which the officer stands by. Officers and employees of the political subdivision shall assist the standby officer and each political subdivision shall provide each standby officer with a copy of this article.
- (b) To keep informed of the business and affairs of the political subdivision to the extent necessary to enable the standby officer to fill his or her post competently. For this purpose the political subdivision may arrange information meetings and require attendance.
- (c) To immediately report himself or herself ready for duty in the event of a state of war emergency or in the event of a state of emergency or a local emergency at the place and in the method previously designated by the political subdivision.
- (d) To fill the post for which he or she has been appointed when the regular officer is unavailable during a state of war emergency, a state of emergency or a local emergency. Standby officers Nos. 2 and 3 shall substitute in succession for standby officer No. 1 in the same way that standby officer No. 1 is substituted in place of the regular officer. The standby officer shall serve until the regular officer becomes available or until the election or appointment of a new regular officer.

(Amended by Stats. 1992, Ch. 1020, Sec. 1.7. Effective January 1, 1993.)

8642. Whenever a state of war emergency a state of emergency or a local emergency exists the governing body of the political subdivision shall meet as soon as possible. The place of meeting need not be within the political subdivision. The meeting may be called by the chief

executive of the political subdivision or by a majority of the members of the governing body. Should there be only one member of the governing body, he may call and hold said meeting and perform acts necessary to reconstitute the governing body.

(Amended by Stats. 1974, Ch. 595.)

8643. During a state of war emergency a state of emergency or a local emergency the governing body shall:

(a) Ascertain the damage to the political subdivision and its personnel and property. For this purpose it shall have the power to issue subpoenas to compel the attendance of witnesses and the production of records.

(b) Proceed to reconstitute itself by filling vacancies until there are sufficient officers to form the largest quorum required by the law applicable to that political subdivision. Should only one member of the governing body or only one standby officer be available, that one shall have power to reconstitute the governing body.

(c) Proceed to reconstitute the political subdivision by appointment of qualified persons to fill vacancies.

(d) Proceed to perform its functions in the preservation of law and order and in the furnishing of local services.

(Amended by Stats. 1974, Ch. 595.)

8644. Should all members of the governing body, including all standby members, be unavailable, temporary officers shall be appointed to serve until a regular member or a standby member becomes available or until the election or appointment of a new regular or standby member. Temporary officers shall be appointed as follows:

(a) By the chairman of the board of supervisors of the county in which the political subdivision is located, and if he is unavailable,

(b) By the chairman of the board of supervisors of any other county within 150 miles of the political subdivision, beginning with the nearest and most populated county and going to the farthest and least populated, and if he is unavailable,

(c) By the mayor of any city within 150 miles of the political subdivision, beginning with the nearest and most populated city and going to the farthest and least populated.

(Added by Stats. 1970, Ch. 1454.)




STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of Tuesday, February 11, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tasha Johnson, Public Safety and Community Resources Director

APPROVED BY: Bessie Marie Scott, City Manager 

SUBJECT: Approval of a \$4,058,439 subcontract between the City of Antioch and Contra Costa County for ERF program administration

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the approval of a \$4,058,439 contract to subcontract the administration for the Encampment Resolution Fund (ERF) program of the overall \$6,812,686.

FISCAL IMPACT

The ERF program and administration will be fully funded through the ERF grant of \$6,812,686 that the City received.

DISCUSSION

The City of Antioch recognizes homelessness as a substantial challenge affecting its diverse resident population. According to the 2024 Point in Time count, there has been a 24% increase in the City's homeless population since 2023, with a total of 413 individuals either utilizing shelter beds or living outdoors. This year, Antioch accounts for the highest rate of homelessness in the county, surpassing Richmond, which has a Point in Time count of 388.

In April 2024, the City of Antioch successfully applied for the Encampment Resolution Funding (ERF) Round 3 and was awarded the full requested amount of \$6,812,686 on September 27, 2024. This funding will significantly enhance the City's capacity to address challenges associated with the encampment near Sunset Drive and Devpar Court, benefiting approximately 30-40 unsheltered residents.

The City of Antioch will subcontract with Contra Costa County to administer key components of the ERF Program, leveraging the County's expertise, infrastructure, and established relationships with service providers. This partnership ensures that the ERF-3R Program is effectively managed and implemented, aligning with best practices for

reducing unsheltered homelessness. The City will oversee program compliance, reporting, and financial management, while the County will be responsible for program administration, subcontracting services, and tracking performance outcomes.

Contra Costa County possesses the necessary capacity to manage project components, including the operation of interim shelter services and rapid rehousing initiatives. The County will oversee the coordination of housing navigation, case management, and financial assistance distribution, ensuring participants receive comprehensive support. The interim shelter program, funded at \$2,492,023 over 24 months, will provide temporary, non-congregate housing with 24/7 oversight, meals, and hygiene services. The rapid rehousing program, with an allocation of \$1,285,202 over 24 months, will connect eligible participants with stable housing options and ongoing case management. Additionally, the County will receive \$281,214 over 26 months for administrative support to ensure compliance with ERF funding requirements. Due to the overall grant period being shortened, some of the originally planned ERF grant costs are reduced and those funds reallocated to other line items. Approximately \$314,000 is being reserved for supportive services and other support as needed as we begin implementation of the project. Through participation in the Homeless Management Information System (HMIS), the County will maintain compliance with federal and state funding requirements, ensuring data accuracy and accountability.

The City of Antioch will manage the interim housing lease at a cost of \$1,800,000 over 18 months and will allocate \$324,413 over 26 months for City administrative oversight.

ERF Grant Funding Allocations

	Budget
CORE	314,918.00
Interim Shelter Program	2,492,023.00
Rapid Rehousing Program	1,285,202.00
County Administrative Support	281,213.00
Interim Housing Lease	1,800,000.00
Services and Systems Support	314,918.00
Subtotal	6,488,274.00
COA Admin	324,412.00
Total ERF Grant	6,812,686.00
Admin %	5.00%

By subcontracting with Contra Costa County, this collaboration will enhance service delivery, improve financial oversight, and maximize the impact of ERF funding to support Antioch's most vulnerable residents in a streamlined and effective approach.

ATTACHMENTS

- A. Resolution
- B. Scope of Work
- C. Budget

EXHIBIT A - RESOLUTION

RESOLUTION NO. 2025/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A
\$4,058,439 SUBCONTRACT BETWEEN THE CITY OF ANTIOCH AND CONTRA
COSTA COUNTY FOR ERF GRANT ADMINISTRATION**

WHEREAS, the California Department of Housing and Community Development (HCD) has announced that the City of Antioch has been awarded an Encampment Resolution Funding (ERF) award for their application under ERF Round 3R, Window 2, in the amount of \$6,812,686 on September 27, 2024;

WHEREAS, the City will subcontract with the County's Health, Housing and Homelessness (H3) division for ERF grant administration in the total amount of \$4,058,439 from March 1, 2025 through June 30, 2027;

WHEREAS, the County will provide administrative support over 26 months totaling \$281,214;

WHEREAS, the County will identify, subcontract and manage the interim housing provider for services over 24 months totaling \$2,492,023; and

WHEREAS, the County will identify, subcontract and manage the rapid rehousing provider for services over 24 months totaling \$1,285,202;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby adopts a resolution authorizing the City Manager or designee, to execute an agreement with Contra Costa County for ERF grant administration services for the period of March 1, 2025 through June 30, 2027 for an amount not to exceed \$4,058,439 in a form to be approved by 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 11th of February 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH**

Exhibit A

Scope of Work

1. Scope of Services

During the term of this Contract, Contra Costa County, for its Contra Costa Health Department, (CONTRACTOR) will provide contract management for the CITY of Antioch's (CITY) Encampment Resolution Fund (ERF-3R) Program. CONTRACTOR will work with CITY and other contracted and sub-contracted providers to support the provision of services in accordance with standards outlined by CITY's Community Development Department. CONTRACTOR's services will include, but are not limited to, the following:

A. Responsibilities of CITY:

1. Submit required reports to State HCD.
2. Develop and update implementation timeline and checklist.
3. Track expenditures and financial reporting.
4. Provide timely monthly or quarterly payments to the CONTRACTOR.
5. Draft program policies and procedures.
6. Research best practices.

B. Responsibilities of CITY and CONTRACTOR:

1. Collaborate on the administration and development of the ERF-3R Program.
2. Work together to implement the ERF-3R Program, including developing and adjusting the contract budget based on available funds.
3. Participate in regular scheduled meetings to ensure continued cooperation, information sharing, issue resolution, and identification of additional services as needed.
4. Coordinate on program design and implementation of ERF-3R Program.
5. Propose interventions or change strategies and develop performance measures or other trackable measures for success for efforts to reduce unsheltered homelessness within the identified CITY areas for its ERF-3R Program.

C. Responsibilities of CONTRACTOR:

1. **Project Management:** Provide direction and oversight of City of Antioch's ERF-3R Program, including program design and development, subcontracting of services, and management of data tracking to be in accordance with requirements of the program. The CONTRACTOR will provide the following services:
 1. Subcontract with service providers to operate interim shelter motel site and rapid-rehousing program (see below).

2. Provide direct oversight of Interim Housing and Rapid Re-Housing subcontractors to house eligible individuals who qualify under Antioch's ERF-3R Program.
 3. Manage prioritization and placement of ERF-3R participants into ERF motel site and RRH program.
 4. Facilitate and lead weekly case conference meetings to ensure grant timeline and deliverables are met under Antioch's ERF 3R program.
 5. Provide updates and reports to Antioch City Council.
 6. Attend community meetings to provide project progress and updates.
 7. Ensure all grant timelines and deliverables are met.
2. **Performance Metrics and HMIS Reporting:** The CONTRACTOR will prepare project activity reports to be submitted to City of Antioch and ensure compliance with ERF-3R funding requirements. CONTRACTOR will support with HMIS set up to ensure data accuracy, completeness, and security ongoing. The following performance metrics will be tracked:
 1. Number of unhoused individuals engaged and receiving ERF-3R services.
 2. Number of clients connected to housing (short term, transitional, and permanent).
 3. Number and amount of housing assistance payments made on behalf of clients who have achieved housing.
 4. Number of clients receiving financial assistance and amount of funds distributed through the Flex Fund.
 5. Client outcomes, including length of time to obtain housing and housing stability with verification of permanent housing placement for a minimum of 6 months.
3. **Sub-Contract: Interim Shelter:** Subcontract with provider to operate motel site for up to thirty-two (32) rooms at one time in a non-congregate temporary housing setting. The site and facility are to be determined and will be secured by the City of Antioch. The program will be sited within City of Antioch. providers, contracted by CONTRACTOR, will include services, but not be limited to, the following:
 - A. **Service Specifications:**
 1. Coordinate supportive services and referrals to the program with H3.
 2. Operate and monitor the building premises 24 hours a day, seven days a week as follows:
 - i. Provides customer service to Participants;

- ii. Observes presence or absence of Participants, as an aid to determining if a wellness check may be required;
 - iii. Tracks visitors;
 - iv. Performs general oversight of the property
 - v. Ensure the public spaces of the building is orderly and welcoming.
 - 3. Provide at least three (3) meals per day and coordinate daily hot meal service for each Participant;
 - 4. Allow flexible sleeping accommodations for couples wherever possible, insofar as such accommodations do not pose a disruption to the overall community;
 - 5. Provide storage of personal belongings for each Participant with secure and controlled access on the Program site;
 - 6. Provide and maintain hygiene services onsite, including toilets, showers, and laundry;
 - 7. Provide support service staff including case managers who will provide intensive housing search assistance for Participants residing at the Program facility;
 - 8. Maintain a case management ratio of no greater than twenty-five (25) participants per one (1) full-time equivalent (FTE) Case Manager.
 - 9. Prepare units for move-in and move-out and ensure all units meet minimum habitability standards in CFR §576.403(b), as follows;
 - i. Ensure new Participants understand any house rules;
 - ii. Establish and follow applicable laws and requirements related to pets;
 - iii. Once a Unit is vacant, inspect the Unit and notify hotel operator of any necessary repairs.
- B. Perform wellness and emergency safety checks as follows:**
- 1. Establish policies and procedures for conducting wellness and emergency safety checks on Participants including for when there is a reason to believe there is immediate and substantial risk due to a medical and/or psychiatric emergency;
 - 2. Conduct wellness and emergency safety checks consistent with established policies and procedures; and
 - 3. Ensure appropriate County staff are notified of the occurrence of a wellness check or emergency safety check and the outcome of the check.
- C. Establish and enforce house rules as follows:**

1. Establish house rules and policies and procedures for addressing complaints that are consistent with applicable laws and requirements and communicate them to Participants;
 2. Enforce house rules;
 3. Coordinate with County staff to address violations of house rules with the goal of retention;
 4. When appropriate, pursuant to established policies and procedures, terminate a noncompliant Participant's residency at provider's facility, contracted by CONTRACTOR; and
 5. If a Participant is unsatisfied with the resolution of provider's, contracted by CONTRACTOR, internal complaint resolution process, the Participant may pursue further action through the County's Continuum of Care's complaint process detailed at <https://www.cchealth.org/home/showpublisheddocument/6399/63825816075403000>.
 6. Maintain confidential client files, including signed Program agreements and addenda, notices or violations issued to the Participant, or other agreements to support Program stability;
 7. Alert Support Services staff and keep a record of each Participant's forwarding address, whenever possible, when Participants give notice to leave housing.
 8. All federally and state funded projects are required to participate in HMIS per the Housing and Urban Development (HUD) standards and CoC HMIS Policies and Procedures adopted March 1, 2024, and found here: <https://www.cchealth.org/home/showpublisheddocument/29718/638459324318630000>. Participation includes CONTRACTOR identifying an HMIS administrator who not only helps to set up programs, but monitors the project to ensure data accuracy, completeness, and security ongoing.
4. **Sub-Contract- Rapid Re-Housing:** Subcontract with homeless services provider to provide housing navigation, financial assistance, and case management services to up to twenty (20) ERF-3R eligible participants in City of Antioch. provider, contracted by CONTRACTOR, will ensure Participants receive housing-focused case management support services, which include but are not limited to, the following:
1. Develop a Housing Sustainability Plan which outlines a strategy for securing income, or reducing expenses,
 2. Support with personal financial planning and life skills including managing a household and shopping for food,
 3. Assist with accessing needed services including food assistance, substance use treatment, education and training, employment

assistance, benefits assistance, health care, mental health counseling, childcare, and credit repair from community-based agencies,

4. Conduct monthly reassessments to evaluate progress of Participants,
5. Coordinate with ERF-3R Project Manager to ensure a coordinated service delivery approach,
6. Negotiate and finalize housing lease terms, of no less than six (6) months, between property owners/landlords and Participants,
7. Provide financial assistance to Participants, as needed, including security deposits, utility deposits/payments, moving costs, hotel or motel vouchers, paid shelter costs, housing application and credit/background check fees, partial or tiered rental subsidies, and full rental subsidies as approved in advance by the H3 Health Services Administrator, or designee.
8. Collect and document Participant data and services delivered into County's Homeless Management Information System (HMIS) within three (3) days from when service occurred,
9. Provide medium-term rental assistance, meaning six (6) to eighteen (18) months.
10. Provide quarterly assessments, documented in HMIS, of Participants' continuing need for financial assistance including case management services and a plan to end rental assistance and supportive services, and
11. Maintain confidential client files, including signed Program agreements and addenda, notices or violations issued to the Participant, or other agreements to support Program stability;
12. Alert Support Services staff and keep a record of each Participant's forwarding address, whenever possible, when Participants give notice to leave housing.
13. All federally and state funded projects are required to participate in HMIS per the Housing and Urban Development (HUD) standards and CoC HMIS Policies and Procedures adopted March 1, 2024, and found here: <https://www.cchealth.org/home/showpublisheddocument/29718/638459324318630000>. Participation includes CONTRACTOR identifying an HMIS administrator who not only helps to set up programs, but monitors the project to ensure data accuracy, completeness, and security ongoing

14. Provide oversight and management of ERF Program's Housing and Flex Funds to provide financial assistance which includes, but is not limited to:

- a. Rental subsidies.
- b. Housing provider incentives.
- c. Utility deposits and payments.
- d. Move-in costs and emergency expenses.
- e. Rapid rehousing and interim housing.
- f. Public transportation for essential appointments.
- g. Other personal living expenses.

EXHIBIT B

PERFORMANCE SCHEDULE

The CONTRACTOR through the Encampment Resolution Project Manager will provide the following services within the specified time frames to accomplish the goals and objectives of the Encampment Resolution Fund – 3R Program. The City of Antioch reserves the right to adjust the goals and time frames as the Project Manager and the Project's performance are regularly evaluated.

Goal	Time
Meet with City of Antioch Housing Manager/ Housing Services Supervisor for transition coordination, discuss project goals, objectives, and updates.	Weekly from effective date of Contract
Implement the Encampment Resolution Program, including review of systems, policies, and procedures in coordination with City of Antioch staff.	Within 30-45 days from effective date of Contract
Coordinate completion of ERF-3R participant assessments to determine needs and priorities.	Within 45-60 days from effective date of Contract
Implement weekly ERF-3R case conferences to coordinate housing plans with contracted providers.	Within 45-60 days from effective date of Contract
Identify Interim Shelter and RRH Rapid Re-Housing Provider.	Within 30-45 days from execution of Contract
Contract with Interim Shelter and RRH Rapid Re-Housing Provider.	Within 45-60 days from selection of RRH Provider
Coordinating the ERF-3R Care Team, including managing roles, responsibilities, and reporting.	Within 45-60 days from effective date of Contract
Place at minimum 10 residents in permanent housing.	By June 30, 2027
Provide updates and reports to City of Antioch.	Quarterly from effective date of Contract

Expenses	Amount
H3 Expenses	
County Administrative Support	281,214
Interim Housing Provider	2,492,023
RRH Provider	1,285,202
Total	4,058,438

Notes

26 months (5/2025 to 6/2027)

24 months (5/2025 to 4/2027)

24 months (7/2025 to 6/2027)




STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 11, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tasha Johnson, Public Safety and Community Resources Director

APPROVED BY: Bessie Marie Scott, City Manager 

SUBJECT: Approval of a \$629,836 contract for a City Funded Coordinated Outreach Referral Engagement (C.O.R.E.) Team

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the City Manager or designee, to execute an agreement with Contra Costa County to provide homeless outreach services for the period of March 1, 2025 through June 30, 2027 for an amount not to exceed \$629,836.

FISCAL IMPACT

Of the \$629,836 total cost, 50% will be funded through the awarded Encampment Resolution Fund (ERF). Of the remaining 50%, \$75,000 has already been allocated in the FY 2024/25 budget. The remaining \$239,918 will need to be funded through the General Fund in FY 2025/26 and FY 2026/27, requiring a future budget allocation.

DISCUSSION

The City of Antioch recognizes homelessness as a significant and growing challenge impacting its diverse population. According to the 2024 Point-in-Time (PIT) count, Antioch has experienced a 24% increase in its homeless population since 2023, with a total of 413 individuals either utilizing shelter beds or living outdoors. This represents the highest rate of homelessness in the county, surpassing Richmond's PIT count of 388.

The Coordinated Outreach Referral and Engagement (C.O.R.E.) program, operated by Contra Costa County, serves as the primary outreach initiative for individuals experiencing homelessness. C.O.R.E. teams provide critical services, including persistent engagement, essential health services, basic needs support, and pathways to permanent housing. These teams play a crucial role in the County's coordinated entry system, assessing individuals' housing and service needs, connecting them to shelter, and facilitating access to necessary support services.

In April 2024, the City of Antioch applied for Encampment Resolution Funding (ERF) Round 3 and was awarded the full requested amount of \$6,812,686 on September 27, 2024. This funding significantly increases the City's capacity to address homelessness, particularly at the encampment near Sunset Drive and Devpar Court, where approximately 30-40 unsheltered residents currently reside. Under ERF grant guidelines, the City-funded C.O.R.E. team is authorized to serve only individuals residing in the Sunset Drive and Devpar Court encampment. 50% of the \$629,836 cost will be covered by ERF funding, specifically for outreach to these encampment residents. The remaining 50% will allow the team to serve all unhoused residents throughout Antioch. Of this portion, \$75,000 has already been budgeted in FY 2024/25, while \$239,918 will need to be allocated in FY 2025/26 and FY 2026/27.

In addition to outreach and engagement, the dedicated Antioch C.O.R.E. team will collaborate directly with the Antioch Police Department to conduct welfare checks on unhoused individuals, reducing the need for police intervention and optimizing city resources. The C.O.R.E. team will also work in partnership with the Angelo Quinto Community Response Team (AQCRT), which responds to non-violent, non-medical 911 calls, further strengthening the City's approach to homelessness response. The \$629,836 outlined in this resolution will fund these critical services, enabling the city dedicated C.O.R.E. team to help effectively address homelessness throughout Antioch and improve public safety, outreach, and service coordination.

ATTACHMENTS

- A. Resolution
- B. Scope of Work
- C. Budget

EXHIBIT A - RESOLUTION

RESOLUTION NO. 2025/xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A \$629,836 CONTRACT FOR A CITY FUNDED COORDINATED OUTREACH REFERRAL ENGAGEMENT (C.O.R.E.) TEAM WITH CONTRA COSTA COUNTY

WHEREAS, the California Department of Housing and Community Development (HCD) has announced that the City of Antioch has been awarded an Encampment Resolution Funding (ERF) award for their application under ERF Round 3R, Window 2, in the amount of \$6,812,686.00 on September 27, 2024;

WHEREAS, the City will contract with the County's Health, Housing and Homelessness (H3) division to enhance outreach with a City funded C.O.R.E. Team and service connections for unhoused residents;

WHEREAS, the total cost for a City of Antioch C.O.R.E. team for the period of March 1, 2025 through June 30, 2027 is \$629,836;

WHEREAS, Encampment Resolution Funding will cover 50% of the C.O.R.E. team from March 1, 2025 through June 30, 2027 totaling \$314,918;

WHEREAS, the total cost for a 50% City funded C.O.R.E. team for the period of March 1, 2025 through June 30, 2027 is \$314,918;

WHEREAS, the City approved funding of a C.O.R.E. team during the period of March 1, 2025 through June 30, 2025 for \$75,000; and

WHEREAS, the remaining cost for a 50% City funded C.O.R.E. team for the period of March 1, 2025 through June 30, 2027 is \$239,918 and will require a future budget allocation;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the City Manager to execute an agreement with Contra Costa County to provide homeless outreach services for the period of March 1, 2025 through June 30, 2027 for an amount not to exceed \$629,836 in a form to be 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 11th of February, 2025, by the following vote:

AYES:

NOES:

EXHIBIT A - RESOLUTION

ABSTAIN:

ABSENT:

**MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH**

EXHIBIT A SCOPE OF WORK

- A. CONTRACTOR shall provide County-contracted staff to provide Coordinated Outreach Referral and Engagement (CORE) program services to individuals living in a state of homelessness within the boundaries of CITY. The primary mission of the CORE program is to engage and stabilize homeless individuals living outside through consistent outreach to facilitate and/or deliver health and basic need services to, and find permanent housing, for such individuals. CONTRACTOR shall employ and utilize its CORE Team (as defined below) to (i) serve as an entry point into the County of Contra Costa's coordinated entry system for unsheltered persons and (ii) work to locate, engage, stabilize and house chronically homeless individuals and families. The CORE Team will assure CITY receives an annual minimum of two thousand eighty (2,080) hours of service from the CORE Team assigned to perform CONTRACTOR's obligations under this AGREEMENT (after observance of holidays). The CORE Team will consist of two individuals who will each provide services over the course of the AGREEMENT for at least forty (40) hours per week. The days and hours of the CORE Team to provide said services are to be determined by CITY's Chief of Police or his designee. The CORE Team will be scheduled to provide said services between the hours of 8:30 AM to 4:30 PM, Monday through Friday of each week during the term of this AGREEMENT, based on the needs of CITY. It is understood the CORE Team will split half of their time (20 hours/week) providing services to the City of

Antioch and the other half (20 hours/week) providing services specific to the Encampment Resolution Grant. A member of the CORE Team will check in at the beginning of each shift with CITY's Police Department or designee for assignment. CITY shall provide CONTRACTOR the name and contact information of CITY coordinator.

1. At least one (1) CORE Team shall be assigned by CONTRACTOR to perform CONTRACTOR's obligations under this AGREEMENT. The CORE Team shall perform the services described herein during their shifts. CORE Teams shall be comprised of at least two (2) persons qualified to provide the services described herein. CONTRACTOR warrants and represents that each of the individuals it employs and/or retains to provide the services CONTRACTOR is required to perform hereunder (i) shall possess the requisite experience and training to competently perform said services (this is not an on-the-job training program for CONTRACTOR's employees), (ii) shall possess the requisite license(s), degrees, and/or approvals necessary to competently perform said services, and (iii), to the extent said individuals shall have supervisory or disciplinary authority over any minor as part of the services to be performed hereunder, said individuals shall undergo a criminal background check pursuant to Cal. Pub. Resources Code sec. 5164 and pass that check before they are retained by CONTRACTOR to perform services under this AGREEMENT. The background check shall include a Live Scan in which fingerprints are submitted to the Department of Justice (DOJ) and the Federal Bureau of

Investigation (FBI) for a criminal record check.

2. Prior to the commencement of the term of this AGREEMENT, CONTRACTOR shall provide a written list of the names and contact information of all persons who the CONTRACTOR intends to employ to perform CONTRACTOR's obligations under this AGREEMENT. At least five (5) calendar days before CONTRACTOR removes or adds any person from or to this list, it shall provide written notice of same to CITY coordinator along with the name(s) and contact information of the person(s) removed and/or added.

B. Without limiting the generality of the foregoing provisions, CONTRACTOR will perform the following services:

1. Identify and initiate contacts with homeless individuals living on the streets, assess their housing and service needs, and facilitate connections to shelter, benefits, behavioral health and primary healthcare services.
2. Respond to calls for outreach and engagement from CITY's sworn employees. At the commencement of the term of this AGREEMENT, CONTRACTOR shall provide to CITY a list of the names of persons (and their contact information) who will be assigned to respond to such calls.
3. Conduct a standardized intake and needs assessment assuring all homeless individuals contacted are entered into the Homeless Management Information System used by the CONTRACTOR.
4. Conduct VI-SPDAT (Vulnerability Index-Service Prioritization Assistance Tool), a housing assessment tool, assuring that homeless individuals who

are provided services hereunder are entered into the Coordinated Entry system for prioritizing their needs for longer term housing.

5. Partner with assigned CITY officer(s) during CORE Teamwork shifts throughout the week as needed and as determined by CITY coordinator.
6. Connect homeless individuals, also designated as “homeless clients,” via phone or in person with other points in the homeless service continuum including, but not limited to, interim housing, substance abuse treatment and mental health counseling, and benefits, etc.
7. Perform special assignments to include, but not limited to, homeless counts, Homeless Connect and presentations. The number and nature of said assignments shall be determined by CITY coordinator who shall timely inform CONTRACTOR of CONTRACTOR’s obligation to perform them.
8. Conduct patrols of strategic areas within CITY’s limit on foot and via vehicle as designated by CITY coordinator, prioritizing encampment locations as defined by CITY ERF-3R grant.
9. Observe and report threats to the health and/or safety of homeless individuals (or threats by homeless individuals to the health or safety of others) encountered in the field and determine the need to summon uniformed police, fire, or other emergency personnel.
10. Maintain direct communications with CITY’s Police Department to report illegal activity.

11. CORE Team supervisors and outreach workers will participate in monthly meetings with CITY's Police Management, as well as, with public and private partners as deemed appropriate by CITY coordinator.
12. CORE outreach workers will provide direct outreach, including outreach materials, to the ANTIOCH business community with information regarding CORE and its services, including how to contact CORE. CORE outreach workers will coordinate with CITY on the frequency, location and means of this outreach.
13. CORE Team management will provide Service Impact Reports to CITY on a weekly and monthly basis. The reports will assist CITY in evaluating outcomes of this AGREEMENT. CONTRACTOR will meet and confer with the CITY regarding the substance and format of the reports should the need arise. The monthly report shall, in detail, describe the services rendered by CONTRACTOR during the previous thirty (30) days. Monthly Homeless Management Information System (HMIS) reports with daily and aggregate client contacts will be provided to CITY staff. Reports shall include Geographical Information Systems (GIS) mapping containing contact and services rendered locations for CITY.
14. The contractor's uniform will read "CORE ANTIOCH" to increase the visibility of services. CORE Outreach Specialists shall wear highly visible and easily recognizable CORE vests when engaged in fieldwork and during contacts.

Team Name:
Contract Term:

City of Antioch
03/01/25-06/30/27

Funding source(s)			Antioch		Contract Total Year 1		Contract Total Year 2		Contract Total Year 3
Funding Amount					FY 24-25		FY 25-26		FY 26-27
Option Code(s)									
CFDA Number									
Federa, State, or Local Funding									
Position Titles	FY 24-25 Salary	FTE	Salaries	FTE		FY 25-26 Salary		FY 26-27 Salary	
Program Manager	\$92,400	0.00				\$97,020	-	\$0	
Coordinator	\$84,000	0.00			-	\$88,200	-	\$0	
Outreach Specialist	\$57,745	2.00	115,490	2.00	38,497	\$60,632	121,265	\$62,451	124,902
Care Coordinator	\$75,600	0.00			-	\$79,380	-	\$0	
Dispatcher	\$105,332	0.00	-		-	\$110,599	-	\$0	
Data Analyst	\$60,000	0.00	-		-	\$63,000	-	\$0	
Data Specialist	\$42,000	0.00		-	-	\$44,100	-	\$0	
Program Director	\$111,000	0.00	-	-	-	\$116,550	-	\$0	
Overtime		0.30	17,324	0.30	5,775		18,190		18,735
Relief					2,000		4,000		4,000
Doubletime		0.01	-		-		-		
Total FTE & Total Salaries		2.31	132,814	2.30	46,271		143,454		147,638
PT Fringe Benefits		12.40%	2,148		716		2,256		2,323
FT Fringe Benefits		33.95%	45,090		13,070	33.95%	41,169	33.95%	42,403
Subtotal Personnel Expenses			180,052		60,057		186,879		192,364
Operating Expenses									
Vehicle expenses (rental, gas, etc.)			22,180		7,393		22,180		22,180
Phone & IT Expenses			4,040		1,347		4,040		4,040
Client Expenses (Transit tickets, water, food, emergency supplies, etc.)			720		240		720		720
Other Costs (office supplies, employee uniforms, storage unit etc.)			4,870		1,623		4,870		4,870
Subtotal Operating Expenses			31,810		10,603		31,810		31,810
Subtotal Direct Expenses			211,862		70,660		218,689		224,174
Heluna F&A		11.50%	20,459		8,126		25,149		25,780
Admin Indirect Expense		10%	21,186		7,879		24,384		24,995
Housing Security Fund (HSF)									
TOTAL PROGRAM EXPENSES			253,507		86,665		268,222		274,949


TOTAL CONTRACT AMOUNT
629,836

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 11, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Desmond Bittner, Police Captain
Jason Bonilla, Operations Supervisor

APPROVED BY: Joseph Vigil, Acting Chief of Police
Scott Buenting, Acting Public Works Director/City Engineer 

SUBJECT: National Auto Fleet Group Cooperative Purchasing Agreement for the Purchase of Twenty-Four Police Vehicles, Four Code Enforcement Vehicles, and Two Parks and Recreation Vehicles in the Amount of \$1,794,975

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution approving the Cooperative Purchase Agreement with National Auto Fleet Group for the purchase of twenty-four (24) police vehicles, four (4) code enforcement vehicles and two (2) Parks and Recreation vehicles for an amount not to exceed \$1,794,975; and authorizing the City Manager to execute the Sourcewell Cooperative Purchasing Agreement No. 091521-NAF in a form approved by the City Attorney.

FISCAL IMPACT

The FY 2024/25 Operating Budget includes adequate funding for twenty-four (24) replacement police vehicles within the Vehicle Replacement Fund. There is also adequate funding in the Vehicle Replacement Fund for the upfitting of each vehicle. The vehicle upfitting involves the installation of emergency lights, communication radios, computers, modems, cameras, rear seat transport inserts, and other required safety equipment. Police communication radios, cameras, and some computer equipment can be transferred to the replacement vehicle, reducing the overall cost of the upfitting. The estimated total cost to upfit all vehicles is an additional \$552,000. Funding from the General Fund for the four (4) new to fleet Code Enforcement Vehicles and one (1) new to fleet Parks and Recreation vehicle will be included in the revised FY 2024/25 budget. While funding for one (1) replacement vehicle for Parks and Recreation is included in the approved FY 2024/25 budget within the Vehicle Replacement fund.

DISCUSSION

The City's inventory of vehicles and equipment is examined annually in conjunction with the budget process to determine which existing units meet replacement criteria and

which divisions have new operational needs. Every vehicle in the City's inventory has a dedicated replacement fund that is increased annually until the vehicle meets the replacement criteria and is replaced. The replacement criteria for a police patrol vehicle is set at five years or 85,000 miles and seven years or 85,000 miles for a police staff vehicle.

During the inventory of City vehicles, we found the Police Department had over twenty-four (24) police vehicles that met replacement criteria and were in need of replacement. The number of vehicles that met the replacement criteria is higher than in past years due to several factors; the replacement of police vehicles was placed on hold in fiscal year 2021/2022, we were on an unfulfilled Ford police hybrid vehicle waiting list for twelve (12) months in fiscal year 2022/2023, and crashed vehicles deemed totaled by our insurance provider have not been replaced in the past several fiscal years.

On April 25, 2023, the City Council approved Resolution No. 2023/64 that stated in part that all future vehicle purchases by the City were to be zero emission vehicles or hybrid vehicles, unless otherwise approved by the City Council. The Fleet Division explored the purchase of alternative fuel options such as electric and hybrid engines for all replacement vehicles. For the vehicles specific to police patrol-related functions, we did not find any feasible options at this time. Police patrol vehicles are required to be pursuit rated with specific interior dimensions, safety features, and mechanical capabilities which significantly limit or eliminate the availability of hybrid and electric models.

Alternative fuel options were also considered for the replacement police vehicles utilized for public safety response not specific to patrol-related functions. These replacement vehicles include an animal services transport truck, a prisoner transport van, and two vans utilized for special police functions. Due to the larger size and foundation requirements of these vehicles, hybrid or electric models were not an option.

Alternative fuel options for police staff vehicles were also considered. Police staff vehicles are typically standard sized vehicles used for police duties specific to investigative and administrative functions. Staff found that hybrid or electric engines were available for these replacement vehicles, however the cost of a hybrid or electric replacement vehicle was approximately 25-35% more than an internal combustion model. Since these staff vehicles are still utilized for public safety response, staff would recommend the purchase of hybrid vehicles over electric vehicles if an internal combustion engine was not an option.

The Police Department currently has four hybrid staff vehicles and one electric staff vehicle in its fleet. A second staff electric vehicle was ordered last fiscal year and is still pending delivery. Only two of the hybrid staff vehicles are currently operational as two are still pending vehicle upfitting. There are currently four operational Level 2 vehicle chargers in the Police Department parking lot. Level 2 electric vehicle chargers currently take 6-8 hours to fully charge a vehicle battery. The hybrid vehicles and electric vehicles are new to our fleet and are still being evaluated for reliability and feasibility.

Due to the urgent need to replace certain vehicles within our existing fleet, staff recommend purchasing twenty-four (24) internal combustion engines due to a lack of availability and feasibility of alternative fuel vehicles. Staff will continue to pursue

electric and hybrid police vehicle options as they become available to meet the remaining vehicle needs of the Police Department.

Once replacement and operational needs were identified for the Police Department, the City obtained quotes for the purchase of twenty-four (24) police vehicles from National Auto Fleet Group. This recommended purchase replaces twenty-four (24) police vehicles that have been either salvaged or totaled due to crashes or have reached the end of their useful life. All vehicles being replaced will later be sold at auction and the proceeds will be returned to the Vehicle Replacement Fund. Below is a list of vehicles requiring replacement.

Vehicles to be Replaced						Replacement Vehicle		
Police Department						FISCAL YEAR 25		
Vehicle	Year	Mileage	Make	Model	Division	Year	Make	Model
731	2008	95,578	Ford	Taurus	Invest.	2025	Ford	F-150
767	2000	21,546	Chevy	Express Van	Invest.	2025	Ford	Transit 350
800	2013	81,211	Ford	Taurus	Admin	2025	Ford	F-150
1319	2004	30,649	Ford	F-350	Traffic	2025	Ford	Transit 250
1366	2015	106,186	Chevy	Tahoe	Patrol	2025	Ford	Interceptor
1367	2015	154,718	Chevy	Express Van	Patrol	2025	Ford	Transit 350
1372	2016	100,373	Ford	Interceptor	Patrol	2025	Ford	Interceptor
1377	2017	114,387	Ford	Interceptor	Patrol	2025	Ford	Interceptor
1378	2017	108,042	Ford	Interceptor	Patrol	2025	Ford	Interceptor
1379	2017	129,317	Ford	Interceptor	Patrol	2025	Ford	Interceptor
1384	2018	102,310	Ford	Interceptor	Patrol	2025	Ford	Interceptor
1385	2018	127,974	Ford	Interceptor	Patrol	2025	Ford	Interceptor
803	2014	76,976	Chevy	Impala	Invest.	2025	Ford	F-150
805	2016	112,600	Ford	Interceptor	Admin	2025	Ford	F-150
809	2017	115,005	Ford	Interceptor	Invest.	2025	Ford	F-150
1353	2011	79,133	Ford	Crown Victoria	Patrol	2025	Ford	Pursuit F-150
1375	2016	Auction	Chevy	Caprice	Patrol	2025	Ford	Pursuit F-150
1394	2020	Wrecked	Ford	Interceptor	Patrol	2025	Ford	Pursuit F-150
1376	2017	Wrecked	Ford	Interceptor	Patrol	2025	Ford	Pursuit F-150
1357	2011	Wrecked	Ford	Crown Victoria	Patrol	2025	Ford	Pursuit F-150
1349	2011	Wrecked	Ford	Crown Victoria	Patrol	2025	Ford	Pursuit F-150
1370	2016	Wrecked	Ford	Interceptor	Patrol	2025	Ford	Pursuit F-150
1362	2014	Auction	Chevy	Tahoe	Patrol	2025	Ford	Pursuit F-150
762	2008	51,325	Ford	F-250	AC	2025	Ford	F-250

Additionally, Parks and Recreation is requesting the replacement of vehicle #66, a 2008 Toyota Siena Minivan, with a 2025 Ford Transit Passenger Wagon. Staff were not able to source a hybrid or electric vehicle replacement at this time that meets the operational needs of the department. Code Enforcement needs four (4) new to fleet vehicles due to additional hires within their division. Staff were able to source hybrid engine models for these purchases. The department of Parks and Recreation needs one (1) new to fleet vehicle to meet their operational needs. Staff were able to secure a fully electric pickup which meets their operational needs. These vehicles will help meet the City's desired goal to transition from a fully internal combustion engine fleet to a zero-emission fleet in the future.

Vehicles to be Replaced						Replacement Vehicle		
Parks & Recreation						FISCAL YEAR 25		
Vehicle	Year	Mileage	Make	Model	Division	Year	Make	Model
66	2008	34,800	Toyota	Siena	Parks & Rec	2025	Ford	Transit

Vehicles New to Fleet				
Code Enforcement				
Year	Make	Model	Division	Engine Type
2025	Ford	Escape	Code	Hybrid
2025	Ford	Escape	Code	Hybrid
2025	Ford	Escape	Code	Hybrid
2025	Ford	Escape	Code	Hybrid

Vehicles New to Fleet				
Parks & Recreation				
Year	Make	Model	Division	Engine Type
2025	Ford	Lightning	Parks & Rec	EV

National Auto Fleet Group holds a Sourcewell Contract for Enforcement Vehicles and Police Pursuit Utility and Pickup vehicles. The City can utilize cooperative purchasing and dispense with bidding procedures for the purchases of goods and services under its Municipal Code Section 3-4.12 (C) (3) which authorizes the use of Cooperative Purchasing Agreements.

ATTACHMENT

- A. Resolution
- B. Sourcewell Quotes

ATTACHMENT "A"

RESOLUTION NO. 2025/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE NATIONAL AUTO FLEET GROUP COOPERATIVE PURCHASING
AGREEMENT FOR THE PURCHASE OF TWENTY-FOUR POLICE VEHICLES, FOUR
CODE ENFORCEMENT VEHICLES AND TWO PARKS AND RECREATION
VEHICLES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
SOURCEWELL COOPERATIVE PURCHASING CONTRACT NO. 091521-NAF IN AN
AMOUNT NOT TO EXCEED \$1,794,975**

WHEREAS, the City's Fleet Division annually assesses its inventory of vehicles and equipment in conjunction with the operational needs of each division and based on standard replacement criteria;

WHEREAS, the City's Fleet Division maintains the City's fleet through timely replacement of vehicles and equipment that are beyond their useful life, which is critical in managing costs and liability associated with an aging fleet;

WHEREAS, the City's Fleet Division and Police Department have identified twenty-four (24) Police vehicles that need to be replaced which have reached or exceeded their expected service life or were totaled in crashes and sent to auction as salvage;

WHEREAS, additionally, Parks and Recreation is requesting the replacement of vehicle #66, a 2008 Toyota Siena Minivan, with a 2025 Ford Transit Passenger Wagon;

WHEREAS, Code Enforcement needs four (4) new to fleet vehicles due to additional hires within their division;

WHEREAS, the Parks and Recreation department needs one (1) new to fleet vehicle to meet their operational needs;

WHEREAS, Fleet division staff received quotes from National Auto Fleet Group, a Sourcewell cooperative purchasing vendor with fair pricing for government agencies;

WHEREAS, by utilizing Sourcewell Cooperative Purchasing Contract No. 091521-NAF, the City will be guaranteed significant cost savings while maintaining the principles of fair and open competition in public procurement; and

WHEREAS, the Council has considered approving the Cooperative Purchase Agreement with National Auto Fleet Group for the purchase of twenty-four (24) police vehicles, four (4) code enforcement vehicles and two (2) Parks and Recreation vehicles for an amount not to exceed \$1,794,975; and authorizing the City Manager to execute the Sourcewell Cooperative Purchasing Agreement NO. 091521-NAF.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the Cooperative Purchase Agreement with National Auto Fleet Group for the purchase of twenty-four (24) police vehicles, four (4) code enforcement vehicles and two (2) Parks and Recreation vehicles for an amount not to exceed \$1,794,975; and authorizes the City Manager to execute the Sourcewell Cooperative Purchasing Agreement NO. 091521-NAF 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 11th day of February 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH



National Auto Fleet Group

A Division of Chevrolet of Watsonville
 490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

1/30/2025

Quote ID: 38730

Order Cut Off Date: TBA

Jason Bonilla
 City of Antioch
 Fleet

1201 W. 4th St.

Antioch, California, 94509

Dear Jason Bonilla,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Four (4) New/Unused (2025 Ford Escape (U9N) ST-Line Select AWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (4)	Total Savings
Contract Price	\$35,730.00	\$35,294.45	1.219 %	\$141,177.80	\$1,742.20
2 Additional Key(s)		\$600.00		\$2,400.00	
Tax (9.7500 %)		\$3,499.71		\$13,998.84	
Tire fee		\$9.75		\$39.00	
Total		\$39,403.91		\$157,615.64	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jim Farnham
 Account Manager
 Email: jimf@watsonvillefleetgroup.com
 Office: (925) 408-8736
 Fax: (831) 480-8497



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99Z	Engine: 2.5L iVCT Atkinson Cycle I-4 Hybrid, (STD)
TRANSMISSION	
Code	Description
445	Transmission: eCVT, (STD)
PRIMARY PAINT	
Code	Description
M7	Carbonized Gray Metallic
SEAT TYPE	
Code	Description
HM	Ebony, Heated Vinyl/Cloth Front Sport Contour Bucket Seats, -inc: 8-way power driver seat (includes fore/aft, up/down, power lumbar and power recline), 4-way manual front passenger seat (fore/aft w/manual recline) and red stitching
AXLE RATIO	
Code	Description
---	2.91 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
153	Front License Plate Bracket, -inc: Standard in states requiring two license plates and optional to all others
942	Daytime Running Lamps (DRL), -inc: Non-configurable, Replaces the standard Configurable Daytime Running Lamps (DRL)
OPTION PACKAGE	
Code	Description
400A	Equipment Group 400A

2025 Fleet/Non-Retail Ford Escape ST-Line Select AWD

WINDOW STICKER

2025 Ford Escape ST-Line Select AWD

CODE	MODEL	MSRP
U9N	2025 Ford Escape ST-Line Select AWD	\$34,190.00
OPTIONS		
99Z	Engine: 2.5L iVCT Atkinson Cycle I-4 Hybrid, (STD)	\$0.00
445	Transmission: eCVT, (STD)	\$0.00
M7	Carbonized Gray Metallic	\$0.00
HM	Ebony, Heated Vinyl/Cloth Front Sport Contour Bucket Seats, -inc: 8-way power driver seat (includes fore/aft, up/down, power lumbar and power recline), 4-way manual front passenger seat (fore/aft w/manual recline) and red stitching	\$0.00
—	2.91 Axle Ratio, (STD)	\$0.00
153	Front License Plate Bracket, -inc: Standard in states requiring two license plates and optional to all others	\$0.00
942	Daytime Running Lamps (DRL), -inc: Non-configurable, Replaces the standard Configurable Daytime Running Lamps (DRL)	\$45.00
400A	Equipment Group 400A	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$34,235.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,495.00
TOTAL PRICE	\$35,730.00

Est City: N/A MPG
 Est Highway: N/A MPG
 Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 2.5L iVCT Atkinson Cycle I-4 Hybrid (STD)
Transmission: eCVT (STD)
2.91 Axle Ratio (STD)

WHEELS

Wheels: 18" Rock Metallic Painted Aluminum

ADDITIONAL EQUIPMENT

50-State Emissions System
Engine Auto Stop-Start Feature
Transmission w/Driver Selectable Mode and Oil Cooler
Automatic Full-Time All-Wheel
Battery w/Run Down Protection
Hybrid Electric Motor
Neutral Towing Capability
1 Skid Plate
1043# Maximum Payload
GVWR: TBD
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
Quasi-Dual Stainless Steel Exhaust w/Chrome Tailpipe Finisher
15.7 Gal. Fuel Tank
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Short And Long Arm Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Brake Actuated Limited Slip Differential
Lithium Ion (li-Ion) Traction Battery 1.1 kWh Capacity
Tires: 225/60R18 AS BSW
Mini Spare Wheel -inc: T155/70D17 spare tire and jack w/401A, Does not replace tire inflator and sealant kit.
Compact Spare Tire Mounted Inside Under Cargo
Metallic Paint

Body-Colored Front Bumper w/Metal-Look Rub Strip/Fascia Accent and Body-Colored Bumper Insert
Black Rear Bumper w/Black Rub Strip/Fascia Accent
Black Side Windows Trim
Body-Colored Door Handles
Black Bodyside Cladding and Body-Colored Wheel Well Trim
Body-Colored Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window w/Fixed Interval Wiper and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Fully Galvanized Steel Panels
Wing Spoiler
Black Grille
Power Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Autolamp Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Perimeter/Approach Lights
LED Brakelights
Headlights-Automatic Highbeams
Front Fog Lamps
Radio w/Seek-Scan, Clock and Radio Data System
Radio: AM/FM Stereo -inc: 6 speakers, speed compensated volume, steering wheel mounted controls and SiriusXM w/360L w/a 3 month prepaid subscription, Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, 2020 Sirius XM Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Inc SiriusXM service is not available in Alaska and Hawaii.
Integrated Roof Antenna
SYNC 4 -inc: 8" LCD capacitive touch-screen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, wireless Apple CarPlay and Android Auto, digital owners manual
2 LCD Monitors In The Front
Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat w/Manual Fore/Aft
Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Sport Heated Leatherette Steering Wheel
Front Cupholder
Rear Cupholder
Compass
Proximity Key For Doors And Push Button Start
Valet Function
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
Remote Releases -Inc: Power Cargo Access
FordPass Connect -inc: 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features, To activate, go to www.att.com/ford), Remote start w/specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details), Connected services and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Connected services exclude Wi-Fi hotspot)
Electronic Fuel Door Release
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Glove Box
Driver Foot Rest
Interior Trim -inc: Piano Black/Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert, Metal-Look Console Insert and Metal-Look Interior Accents
Full Cloth Headliner
Metal-Look Gear Shifter Material
Heated Vinyl/Cloth Front Sport Contour Bucket Seats -inc: 8-way power driver seat (includes fore/aft, up/down, power lumbar and power recline), 4-way manual front passenger seat (fore/aft w/manual recline) and red stitching
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Carpet Floor Trim
Cargo Area Concealed Storage

Trunk/Hatch Auto-Latch
Cargo Space Lights
FOB Controls -inc: Cargo Access
Tracker System
Pedestrian Alert Sounder
Driver / Passenger And Rear Door Bins
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Power 1st Row Windows w/Front And Rear 1-Touch Up/Down
Driver Information Center
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Front Center Armrest and Rear Center Armrest
1 Seatback Storage Pocket
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
BLIS (Blind Spot Information System) Blind Spot
Pre-Collision Assist with Automatic Emergency Braking (AEB)
Rear Cross-Traffic Braking
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Personal Safety System Airbag Occupancy Sensor
Driver Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
High Resolution Digital Camera Back-Up Camera



National Auto Fleet Group

A Division of Chevrolet of Watsonville
 490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

1/30/2025

Quote ID: **38725**Order Cut Off Date: **TBA**

Jason Bonilla
 City of Antioch
 Fleet

1201 W. 4th St.

Antioch, California, 94509

Dear Jason Bonilla,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2025 Ford F-150 Lightning (W1B) Pro 4WD SuperCrew 5.5' Box 145" WB,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$54,320.00	\$53,132.74	2.186 %	\$1,187.26
2 Additional Key(s)		\$600.00		
Tax (9.7500 %)		\$5,238.94		
Tire fee		\$9.75		
Total		\$58,981.43		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jim Farnham
 Account Manager
 Email: jimf@watsonvillefleetgroup.com
 Office: (925) 408-8736
 Fax: (831) 480-8497



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99K	Engine: Dual eMotor - Standard Battery, (STD)
TRANSMISSION	
Code	Description
44L	Transmission: Single-Speed, (STD)
WHEELS	
Code	Description
643	Wheels: 18" Alloy Gloss Black, (STD)
TIRES	
Code	Description
NONTR1	Tires: 275/65R18 A/T
PRIMARY PAINT	
Code	Description
YZ	Oxford White
SEAT TYPE	
Code	Description
VS	Medium Dark Slate, Vinyl Bucket Heated Front Seats, -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
ADDITIONAL EQUIPMENT	
Code	Description
17V	Tow Technology Package, -inc: Pro Trailer Hitch Assist, Manual-Folding Power Glass Heated Mirrors, turn signal, black skull caps and LED sideview mirror spotlights, 360 Degree Camera, Pro Trailer Backup Assist, trailer reverse guidance
66A	Mobile Power Cord (120/240V), -inc: fast charging adapter (NACS)
60S	18" Spare Wheel & Tire
18D	Carbon Black Fixed Extended Running Board
63T	Tailgate Step w/Tailgate Work Surface
153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates, optional to all others
96W	Tough Bed Spray-In Bedliner
942	Daytime Running Lamps, -inc: Non-controllable

OPTION PACKAGE

Code	Description
110A	Equipment Group 110A Standard

2025 Fleet/Non-Retail Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB

WINDOW STICKER

2025 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB

CODE	MODEL	MSRP
W1B	2025 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB	\$47,780.00
OPTIONS		
99K	Engine: Dual eMotor - Standard Battery, (STD)	\$0.00
44L	Transmission: Single-Speed, (STD)	\$0.00
643	Wheels: 18" Alloy Gloss Black, (STD)	\$0.00
NONTR1	Tires: 275/65R18 A/T	INC
YZ	Oxford White	\$0.00
VS	Medium Dark Slate, Vinyl Bucket Heated Front Seats, -inc: 2-way manual driver/passenger w/flow-through console and floor shifter	\$0.00
17V	Tow Technology Package, -inc: Pro Trailer Hitch Assist, Manual-Folding Power Glass Heated Mirrors, turn signal, black skull caps and LED sideview mirror spotlights, 360 Degree Camera, Pro Trailer Backup Assist, trailer reverse guidance	\$1,950.00
66A	Mobile Power Cord (120/240V), -inc: fast charging adapter (NACS)	\$600.00
60S	18" Spare Wheel & Tire	\$175.00
18D	Carbon Black Fixed Extended Running Board	\$650.00
63T	Tailgate Step w/Tailgate Work Surface	\$430.00
153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates, optional to all others	\$0.00
96W	Tough Bed Spray-In Bedliner	\$595.00
942	Daytime Running Lamps, -inc: Non-controllable	\$45.00
110A	Equipment Group 110A Standard	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$52,225.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$2,095.00
TOTAL PRICE	\$54,320.00

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: Dual eMotor - Standard Battery -inc: 98 kWh usable capacity standard range battery (STD)
Transmission: Single-Speed (STD)

EXTERIOR

Wheels: 18" Alloy Gloss Black (STD)
Tires: 275/65R18 A/T (STD)

ADDITIONAL EQUIPMENT

Transmission w/Driver Selectable Mode
Full-Time All-Wheel
9.61 Axle Ratio
Battery w/Run Down Protection
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
2235# Maximum Payload
GVWR: 8,250 lbs
HD Front Shock Absorbers and Gas-Pressurized Rear Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
Permanent Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Trailing Arm Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Lithium Ion (li-Ion) Traction Battery w/11.5 kW Onboard Charger, 11.9 Hrs Charge Time @ 220/240V and 1.517 Hrs Charge Time @ 440V
Regular Box Style
Tire Mobility Kit
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim
Black Door Handles
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window

Deep Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Integrated Storage
Ford Co-Pilot360 - Autolamp Auto On/Off Projector Beam Led Low/High Beam Directionally Adaptive Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
LED Brakelights
Headlights-Automatic Highbeams
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Radio Data System and External Memory Control
Radio: SiriusXM w/360L -inc: FM stereo and 6 speakers, a three (3)-month prepaid subscription, Service is not available in Alaska and Hawaii, Trial length and service availability may vary by model, model year or trim, Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com , All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, 2020 Sirius XM Radio Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc
Fixed Antenna
Vinyl Bucket Heated Front Seats -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Traction Battery Temperature, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
3 12V DC Power Outlets
Compass
Proximity Key For Push Button Start Only
Remote Keyless Entry w/Integrated Key Transmitter and Panic Button

Cruise Control w/Steering Wheel Controls
Voice Activated Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Cabback Insulator, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Full Floor Console w/Locking Storage, Mini Overhead Console w/Storage, 3 12V DC Power Outlets and 8 120V AC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Plastic Floor Trim
Cargo Area Concealed Storage
Cargo Features -inc: Tire Mobility Kit
Pickup Cargo Box And Cargo Space Lights
Smart Device Remote Engine Start
SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation (includes 3-year trial), Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will revert to a moving-map and active routing will no longer be available, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital Appearance
Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
3 12V DC Power Outlets and 8 120V AC Power Outlets
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Rear Parking Sensors
BLIS with Trailer Tow Coverage Blind Spot
PCA with AEB and Intersection Assist
Cross-Traffic Alert
Ford Co-Pilot360 - Lane-Keeping Assist Lane Keeping Assist
Ford Co-Pilot360 - Lane-Keeping Assist Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Evasion Assist
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver And Passenger Knee Airbag
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Ford Co-Pilot360 - Reverse Camera Back-Up Camera



National Auto Fleet Group

A Division of Chevrolet of Watsonville
 480 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

1/30/2025

Quote ID: **38724**Order Cut Off Date: **TBA**

Jason Bonilla
 City of Antioch
 Fleet

1201 W. 4th St.

Antioch, California, 94509

Dear Jason Bonilla,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2025 Ford Transit Passenger Wagon (X2Y) T-350 148" Low Roof XL RWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$62,665.00	\$61,142.84	2.429 %	\$1,522.16
Tax (9.7500 %)		\$5,961.43		
Tire fee		\$9.75		
Total		\$67,114.02		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jim Farnham
 Account Manager
 Email: jimf@watsonvillefleetgroup.com
 Office: (925) 408-8736
 Fax: (831) 480-8497



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
998	Engine: 3.5L PFDi V6 Flex-Fuel, (STD)
TRANSMISSION	
Code	Description
44U	Transmission: 10-Spd Automatic w/OD & SelectShift, (STD)
PRIMARY PAINT	
Code	Description
YZ	Oxford White
SEAT TYPE	
Code	Description
CK	Dark Palazzo Gray, Cloth Front Bucket Seats
AXLE RATIO	
Code	Description
X73	3.73 Axle Ratio, (STD)
SEATING ARRANGEMENT	
Code	Description
21L	Dark Palazzo Gray Cloth Bucket Seats, (STD)
OPTION PACKAGE	
Code	Description
301A	Order Code 301A
ADDITIONAL EQUIPMENT	
Code	Description
53D	Tow/Haul Mode w/Trailer Wiring Provisions, -inc: trailer wiring harness to rear of vehicle for upfit, Trailer Sway Control (TSC), 4/7 pin connector assembly and rear jumper, This package does not include a Trailer Brake Controller (67D), If a TBC is required, it must be added to initial order, Neither a Ford nor aftermarket TBC can be added later, This package does not include the frame mounted hitch receiver
53G	Body Colored Front Bumper, -inc: Body colored front bumpers are offered in every exterior color, The front bumper will match the exterior color
92E	Privacy Glass, -inc: Provides protection of vehicle occupant(s) and occupant personal belongings, The glass also provides occupant comfort by helping to reduce vehicle cool-down time, Rear-Window Defroster

153	Front License Plate Bracket
68H	Passenger Running Board, -inc: Covers the B-C pillar passenger-side
55D	Front Fog Lamps, -inc: Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility
942	Daytime Running Lamps, -inc: Provides enhanced vehicle visibility during daylight conditions
58B	Radio: AM/FM Stereo w/SYNC 4 & Nav, -inc: 12" display, Bluetooth, dual USB ports, embedded voice recognition, connected navigation and 8 speakers (4 front/4 rear), Electronic Air Temperature Control
41J	Intelligent Access w/Push-Button Start
86F	2 Additional Keys (4 Total), -inc: key fobs
86W	Front All-Weather Floor Mats
94B	Enhanced Active Park Assist, -inc: Enhanced active park assist helps make parking less stressful, It helps steer the vehicle, in reverse, into a perpendicular parking space or steer the vehicle into or out of a parallel parking space
65A	Lane Keeping System w/Blind Spot Information System, -inc: Lane keeping system combines Blind Spot Information System (BLIS) w/lane keeping system to provide a visual warning and resistive steering torque to prevent a collision should an object be recognized in the vehicles blind spot while changing lanes, Blind Spot Information System (BLIS), cross-traffic alert and trailer coverage, Short-Arm Pwr-Folding Heated Pwr Adjusting Mirrors, turn signals
94A	Side Sensing System, -inc: Works similar to the reverse sensing system, as it sounds a tone when the vehicle gets close to surrounding vehicles and other objects, Front Sensing System, Front Fog Lamps, Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility, Reverse Sensing System
43R	Reverse Sensing System
61E	High Resolution Digital Camera
67E	Large Center Console, -inc: an integrated shifter, a dual cup holder and an additional storage area
43B	Back Up Alarm, -inc: 97 dB(A) warning capability

2025 Fleet/Non-Retail Ford Transit Passenger Wagon T-350 148" Low Roof XL RWD

WINDOW STICKER

2025 Ford Transit Passenger Wagon T-350 148" Low Roof XL RWD

CODE	MODEL	MSRP
X2Y	2025 Ford Transit Passenger Wagon T-350 148" Low Roof XL RWD	\$56,400.00
OPTIONS		
998	Engine: 3.5L PFDi V6 Flex-Fuel, (STD)	\$0.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift, (STD)	\$0.00
YZ	Oxford White	\$0.00
CK	Dark Palazzo Gray, Cloth Front Bucket Seats	\$0.00
X73	3.73 Axle Ratio, (STD)	\$0.00
21L	Dark Palazzo Gray Cloth Bucket Seats, (STD)	\$0.00
301A	Order Code 301A	\$0.00
53D	Tow/Haul Mode w/Trailer Wiring Provisions, -inc: trailer wiring harness to rear of vehicle for upfit, Trailer Sway Control (TSC), 4/7 pin connector assembly and rear jumper, This package does not include a Trailer Brake Controller (67D), If a TBC is required, it must be added to initial order, Neither a Ford nor aftermarket TBC can be added later, This package does not include the frame mounted hitch receiver	\$295.00
53G	Body Colored Front Bumper, -inc: Body colored front bumpers are offered in every exterior color, The front bumper will match the exterior color	\$250.00
92E	Privacy Glass, -inc: Provides protection of vehicle occupant(s) and occupant personal belongings, The glass also provides occupant comfort by helping to reduce vehicle cool-down time, Rear-Window Defroster	\$500.00
153	Front License Plate Bracket	\$0.00
68H	Passenger Running Board, -inc: Covers the B-C pillar passenger-side	\$310.00
55D	Front Fog Lamps, -inc: Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility	INC
942	Daytime Running Lamps, -inc: Provides enhanced vehicle visibility during daylight conditions	\$45.00
58B	Radio: AM/FM Stereo w/SYNC 4 & Nav, -inc: 12" display, Bluetooth, dual USB ports, embedded voice recognition, connected navigation and 8 speakers (4 front/4 rear), Electronic Air Temperature Control	\$930.00
41J	Intelligent Access w/Push-Button Start	\$370.00
86F	2 Additional Keys (4 Total), -inc: key fobs	\$75.00
86W	Front All-Weather Floor Mats	\$120.00
94B	Enhanced Active Park Assist, -inc: Enhanced active park assist helps make parking less stressful, It helps steer the vehicle, in reverse, into a perpendicular parking space or steer the vehicle into or out of a parallel parking space	\$895.00
65A	Lane Keeping System w/Blind Spot Information System, -inc: Lane keeping system combines Blind Spot Information System (BLIS) w/lane keeping system to provide a visual warning and resistive steering torque to prevent a collision should an object be recognized in the vehicles blind spot	\$0.00

	while changing lanes, Blind Spot Information System (BLIS), cross-traffic alert and trailer coverage, Short-Arm Pwr-Folding Heated Pwr Adjusting Mirrors, turn signals	
94A	Side Sensing System, -inc: Works similar to the reverse sensing system, as it sounds a tone when the vehicle gets close to surrounding vehicles and other objects, Front Sensing System, Front Fog Lamps, Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility, Reverse Sensing System	\$0.00
43R	Reverse Sensing System	INC
61E	High Resolution Digital Camera	\$0.00
67E	Large Center Console, -inc: an integrated shifter, a dual cup holder and an additional storage area	\$195.00
43B	Back Up Alarm, -inc: 97 dB(A) warning capability	\$185.00
Please note selected options override standard equipment		
SUBTOTAL		\$60,570.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$2,095.00
TOTAL PRICE		\$62,665.00
Est City: N/A MPG		
Est Highway: N/A MPG		
Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 3.5L PFDi V6 Flex-Fuel -inc: port injection (STD)
Transmission: 10-Spd Automatic w/OD & SelectShift -inc: auxiliary transmission oil cooler (STD)
3.73 Axle Ratio (STD)

INTERIOR

Dark Palazzo Gray Cloth Bucket Seats -inc: 2-way manual driver seat w/lumbar, 2-way manual passenger seat and driver and passenger armrest (STD)

WHEELS

Wheels: 16" Silver Steel w/Black Hubcap

ADDITIONAL EQUIPMENT

50-State Emissions System
Rear-Wheel Drive
70-Amp/Hr Maintenance-Free Battery w/Run Down Protection
HD 250 Amp Alternator
3226# Maximum Payload
GVWR: 9,400 lb
Gas-Pressurized Front Shock Absorbers and HD Rear Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Steering
25.1 Gal. Fuel Tank
Single Stainless Steel Exhaust
Strut Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Tires: 235/65R16C 121/119 R AS BSW
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper
Black Rear Bumper w/1 Tow Hook
Black Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Defroster
Light Tinted Glass
Rain Detecting Variable Intermittent Wipers
Fully Galvanized Steel Panels
Black Grille
Sliding Rear Passenger Side Door
Split Swing-Out Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Reflector Halogen Auto High-Beam Headlamps w/Delay-Off
Headlights-Automatic Highbeams
Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls and SYNC 3 External Memory Control
Radio: AM/FM Stereo -inc: 4.0" multi-function display, Bluetooth and dual USB ports
Streaming Audio
Fixed Antenna
8 Speakers (4 Front/4 Rear)
Bluetooth Wireless Phone Connectivity
1 LCD Monitor In The Front
4-Way Driver Seat
4-Way Passenger Seat
Removable Bench Front Facing Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
Fixed Rear Windows and Fixed 3rd Row Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Removable Split-Bench 3rd Row Seat Front, 3 Manual and Adjustable Head Restraints
Removable Split-Bench Front Facing 4th Row Seat Number, Control and Type Head Restraint
Front Cupholder
Rear Cupholder
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Rear HVAC
HVAC -inc: Underseat Ducts
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Metal-Look Instrument Panel Insert
Full Cloth Headliner

Urethane Gear Shifter Material
Cloth Front Bucket Seats
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination
Partial Floor Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Vinyl/Rubber Floor Trim
Cargo Space Lights
Pre-Collision Assist w/Automatic Emergency Braking
Instrument Panel Bin, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver 1-Touch Down
Power Door Locks w/Autolock Feature
Driver Information Center
Analog Appearance
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Ford Co-Pilot360 w/Side Wind Stabilization Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Lane-Keeping System Lane Departure Warning
Driver Monitoring-Alert
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st, 2nd And 3rd Row Airbags
Airbag Occupancy Sensor
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 11, 2025

TO: Honorable Mayor and Members of the City Council

PREPARED BY: Derek Cole, Interim City Attorney

SUBJECT: REMOVAL OF COMMISSIONER LESLIE MAY FROM THE
ANTIOCH POLICE OVERSIGHT COMMISSION

RECOMMENDED ACTION

It is recommended that the City Council consider removing Commissioner Leslie May from the Antioch Police Oversight Commission effective immediately.

FISCAL IMPACT

There is no fiscal impact related to this agenda item.

DISCUSSION

Antioch Municipal Code (AMC) § 2-5.202 states that members of boards and commissions serve at the pleasure of the City Council and may be removed by majority vote of the City Council if properly noticed on the public portion of a City Council Agenda.

AMC § 4-3.104 states that members of the Police Commission shall serve at the pleasure of the City Council and may be removed from office by a majority vote of the Council.