



## **ANNOTATED AGENDA**

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

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

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**Date: Tuesday, August 9, 2022**

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

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

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

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

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

**Ellie Householder**, City Clerk  
**Lauren Posada**, City Treasurer  
**Cornelius Johnson**, Interim City Manager  
**Thomas Lloyd Smith**, City Attorney

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@ci.antioch.ca.us](mailto:publicworks@ci.antioch.ca.us).

## **SPEAKER RULES**

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

The City Council can only take action on items that are listed on the agenda. If you wish to speak about an item **not on the agenda**, the "Public Comments" section of the agenda is for you. Unagendized comments are provided until no later than 7:30 p.m. when the City Council moves on to agenda items. There is another opportunity for public comments at the end of the meeting.

If you wish to speak, either during "public comments" or during an agenda item, fill out a Speaker Request Form and place in the Speaker Card Tray near the City Clerk. This will enable us to call upon you to speak. Important: Please identify if the comment is for Announcement of Community Events, Public Comment, or a specific Agenda Item Number on your Speaker Request Form. No one may speak more than once on an agenda item or during "public comments." *(Please see next page for additional information on public participation.)*

Each speaker is limited to not more than three minutes under Public Comments and three minutes on non-public hearing agenda items. During public hearings, each side is entitled to one "main presenter" who may have not more than 10 minutes; all other speakers during public hearing items, are entitled to a maximum of 5 minutes. These time limits may be modified depending on the number of speakers, number of items on the agenda, or circumstances. Groups who are here regarding an item may identify themselves by raising their hands at the appropriate time to show support for one of their speakers.

During certain types of hearings, the applicant is allowed to give his or her presentation first. After all testimony is received, the applicant has an opportunity for rebuttal.

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

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

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

The City 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. The City Council also holds adjourned meetings and study sessions on other days.



### **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. Other materials, such as maps and diagrams, may also be included. 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: <https://www.antiochca.gov/notifications/> and enter your e-mail address to subscribe. To view the agenda information, click on the following link: <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>. Questions may be directed to the staff member who prepared the staff report, or to the City Clerk's Office, who will refer you to the appropriate person.

### **Notice of Opportunity to Address Council**

The public has the opportunity to address the Council on each agenda item. Please see the Speaker Rules on the inside cover of this Agenda for additional information on public participation.

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

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

#### **CLOSED SESSION:**

- 1) CONFERENCE WITH LABOR NEGOTIATORS** – pursuant to California Government Code section 54957.6; City designated representatives: Ana Cortez, Jazzman Brown, and Jeff Bailey; Employee organizations: Antioch Public Works Association and Antioch Police Sworn Management Association.

***No reportable action***

**6:32 P.M.      *ADJOURNED TO CLOSED SESSION***

**7:00 P.M.      ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Housing Successor to the Antioch Development Agency – *Council Members District 3 Ogorchock, Mayor Pro Tem (District 2) Barbanica and Mayor Thorpe (District 1 Torres-Walker and District 4 Wilson – Absent)***

**PLEDGE OF ALLEGIANCE**

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

## 1. INTRODUCTION OF NEW CITY EMPLOYEES

**COUNCIL MEMBER OGORCHOCK REQUESTED A MOTION TO SUSPEND THE RULES AND MOVE COUNCIL REGULAR AGENDA ITEM #8 TO BE HEARD AFTER ITEM #2 – PROCLAMATION; APPROVED 3/0**

## 2. PROCLAMATION

- Iglesia Ni Cristo Day, July 27, 2022

**Approved, 3/0**

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

## COUNCIL REGULAR AGENDA

### 8. EMPLOYEE REFERRAL AND RECRUITMENT SIGNING BONUS AND INCENTIVE PROGRAM FOR QUALIFIED LATERAL AND ENTRY LEVEL POLICE OFFICERS

**Tabled, 3/0**

Recommended Action: *It is recommended that the City Council adopt the resolution authorizing an increase in employee referral and recruitment signing bonus and incentive program for qualified lateral and entry level (academy graduate and recruit) police officers.*

## 3. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

- MULTICULTURAL FESTIVAL, Waldie Plaza – August 20, 2022

## 4. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- SALES TAX CITIZENS' OVERSIGHT COMMITTEE
- BOARD OF ADMINISTRATIVE APPEALS

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

## CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

### MAYOR'S COMMENTS

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

**A. APPROVAL OF COUNCIL MEETING MINUTES FOR JUNE 28, 2022**

***Continued, 3/0***

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

**B. APPROVAL OF COUNCIL MEETING MINUTES FOR JULY 26, 2022**

***Continued, 3/0***

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

**C. APPROVAL OF COUNCIL WARRANTS**

***Approved, 3/0***

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

**D. APPROVAL OF HOUSING SUCCESSOR WARRANTS**

***Approved, 3/0***

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

**E. LOCAL ROADWAY SAFETY PLAN (P.W. 282-20)**

***Reso No. 2022/134 adopted, 3/0***

Recommended Action: It is recommended that the City Council adopt a resolution approving and adopting the Local Roadway Safety Plan.

**F. ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE ANTIOCH RIVERTOWN GATEWAY SIGN (P.W. 679-2)**

***Reso No. 2022/135 adopted, 3/0***

Recommended Action: It is recommended that the City Council adopt the resolution accepting work and authorizing the City Manager or designee to file a Notice of Completion for Antioch Rivertown Gateway Sign.

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

**G. CONSIDERATION OF BIDS FOR LANDSCAPE SERVICES: FOUR (4) PERSON LANDSCAPE ENHANCEMENT CREW BID NO. 988-0713-22B AND AWARD**

***Reso No. 2022/136 adopted, 3/0***

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

- 1) Awarding an agreement for a Four (4) Person Landscape Enhancement Crew to the lowest, responsive and responsible bidder, Terracare Associates, approving a term of three (3) years starting September 1, 2022, and ending June 30, 2025, with an option to extend two (2) additional years starting July 1, 2025 and ending June 30, 2027; and
- 2) Authorizing the City Manager to execute the agreement with Terracare Associates for a total contract amount not to exceed \$2,432,755.20 in a form approved by the City Attorney.

**H. RESOLUTION TO ACCEPT THE CONVEYANCE AND ASSIGNMENT OF PROPERTY RIGHTS FOR THE LINDSEY BASIN FINALIZATION TASKS AND RIGHT OF WAY TRANSFER PROJECT**

***Reso No. 2022/137 adopted, 3/0***

Recommended Action: It is recommended that the City Council adopt the resolution to accept the conveyance and assignment of two fee parcels, two Grants of Easements and one Assignment of Easement in connection with the Lindsey Basin Finalization Tasks and Right of Way Transfer Project from the Contra Costa County Flood and Water Conservation District.

**PUBLIC HEARING**

**6. RESOLUTION ANNEXING CERTAIN PARCELS OF PROMENADE ANTIOCH, LP/TRI POINTE HOLDINGS, INC., INTO COMMUNITY FACILITIES DISTRICTS (CFD) NO. 2022-01 (PUBLIC SERVICES)**

***Reso No. 2022/138 adopted, 3/0***

Recommended Action: It is recommended that the City Council adopt the resolution annexing certain parcels of Promenade Antioch, LP/Tri Pointe Holdings, Inc., into Community Facilities Districts (CFD) No. 2022-01 (Public Services).

## **COUNCIL REGULAR AGENDA – Continued**

7. UNHOUSED RESIDENT SERVICES – KEY FEATURES AND STRUCTURE FOR CITY'S FUTURE APPLICATION TO ROUND 3 OF THE CALIFORNIA DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT HOMEKEY PROGRAM

***Reso No. 2022/139 adopted with a commitment of \$2M in American Rescue Plan Act ("ARPA") as a funding source, 3/0***

Recommended Action: It is recommended that the City Council adopt the resolution authorizing the City to commit \$6M in funds by funding source and identify available City owned parcels for interim and/or permanent supportive housing opportunities for Antioch's unsheltered residents.

***COUNCIL MEMBER OGORCHOCK HAD REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE COUNCIL REGULAR AGENDA ITEM #8 TO BE HEARD AFTER ITEM #2 – PROCLAMATION; APPROVED 3/0***

## **PUBLIC COMMENT**

## **STAFF COMMUNICATIONS**


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

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

***Motioned to adjourn Regular Meeting at 9:02 p.m., 3/0***

CITY OF  
**ANTIOCH**  
CALIFORNIA

**INTRODUCTION OF NEW CITY EMPLOYEES**

**DATE:** Regular Meeting of August 9, 2022  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Ana Cortez, Human Resources Director 

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- Interim City Manager Cornelius Johnson would like to introduce:
- Ana Cortez, Human Resources Director
  - Tasha Johnson, Public Safety and Community Resources Director

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- Tasha Johnson, Public Safety and Community Resources Director would like to introduce:
- Jazmin Ridley, Unhoused Resident Coordinator

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- Interim Police Chief Steve Ford would like to introduce:
- Jacob King, Police Officer
  - Joshua Riosbaas, Police Officer
  - Costantine Kawalya, Police Officer
  - Kelly Beverly, Doctor of Veterinary Medicine
  - Cory Neal, Police Trainee
  - Catherine Beite, Animal Services Office Assistant
  - Alexis Mata, Animal Services Technician

➤ Human Resources Director Ana Cortez would like to introduce:

- Nassir Kaddoura, Administrative Assistant I
- Nikki Ausk, Human Resources Analyst

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➤ Public Works Director/City Engineer John Samuelson would like to introduce:

- Dylan Armas, General Laborer
- Ronald Heiny, General Laborer
- Michael Rhodes, General Laborer
- Daniel Rivera, General Laborer
- Ricardo Romero Garcia, General Laborer
- Corey Johnston, Instrument Technician
- Diana Rodriguez, Administrative Assistant I



**RECOGNIZING**  
**IGLESIA NI CRISTO DAY**  
*July 27, 2022*

*WHEREAS, Iglesia Ni Cristo is a Christian religion whose primary purpose is to worship the Almighty God in a manner taught by the Lord Jesus Christ and His Apostles as recorded in the Bible;*

*WHEREAS, Iglesia Ni Cristo is a church for all people. It is for everyone who will embrace true faith regardless of race, nationality, cultural background, social standing, economic status, and educational attainment;*

*WHEREAS the Iglesia Ni Cristo has an international membership comprising 149 racial and ethnic backgrounds and maintaining nearly 7,000 congregations and missions grouped into more than 178 ecclesiastical districts in 161 countries and territories in the six inhabited continents of the world;*

*WHEREAS, in Ephesians 5:27, Iglesia Ni Cristo is described as a "radiant church, without stain or wrinkle or any other blemish, but holy and blameless" (New International Version);*

*WHEREAS, Iglesia Ni Cristo is envisioned as a Church that is in perfect unity of faith and practice, where every member is devoted to a life of holiness founded on true Christian teachings and is dedicated to all of his or her Christian duties toward spiritual maturity;*

*WHEREAS, concerning the mission of Iglesia Ni Cristo, Mark 16:15-16 states, He said to them, "Go into all the world and preach the gospel to all creation. Whoever believes and is baptized will be saved, but whoever does not believe will be condemned" (NIV); and*

*WHEREAS, Hence the Iglesia Ni Cristo shall continuously preach the gospel of salvation written in the Bible thereby propagating the Church and edifying the faithful, guiding them in the proper worship of God and righteous way of life leading to salvation.*

**NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch,**  
*do hereby proclaim July 27, 2022 as "Iglesia Ni Cristo Day" in the City of Antioch and invite all citizens to observe this day by worshiping in your own way.*

**AUGUST 9, 2022**

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**LAMAR A. THORPE, Mayor**





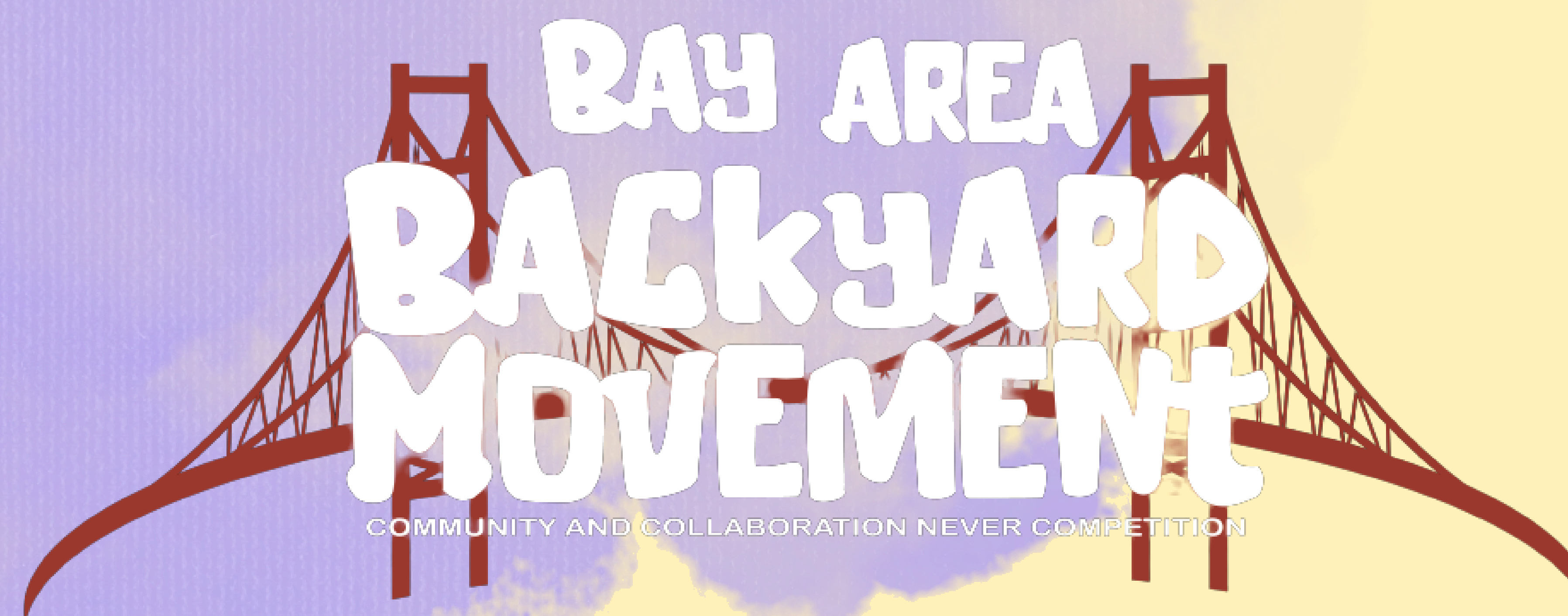
# MULTICULTURAL FESTIVAL

**FOOD TRUCKS - LIVE PERFORMERS - KIDS ZONE - MUSIC - LOCAL VENDORS**

**AUGUST 20, 2022  
12:00-7:00PM  
WALDIE PLAZA**



**ANTIOCH**  
CALIFORNIA  
OPPORTUNITY LIVES HERE





## ***BOARDS / 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 for the vacancy listed below. To be considered for these volunteer positions, a completed application must be received in the Office of the City Clerk **by 5:00 p.m., on August 26, 2022.** Applications are available at <https://www.antiochca.gov/#>.

- ***SALES TAX CITIZENS' OVERSIGHT COMMITTEE***
- ***BOARD OF ADMINISTRATIVE APPEALS***

***Your interest and desire to serve our community is appreciated.***

**SALES TAX CITIZENS' OVERSIGHT COMMITTEE**

**(EXTENDED Deadline date: 08/26/2022)**

***Four (4) Committee Members, full-term vacancies, expiring March 2026***

- A Sales Tax Citizens' Oversight Committee has been established following the voters passing Ballot Measure C – Transaction and Use (Sales) Tax. This passed at the November 5, 2013 Consolidated Election. At the November 6, 2018 Consolidated Election, the voters passed Ballot Measure W – Transaction and Use (Sales) Tax.
- Each year, an independent auditor shall complete a public audit report of the revenue raised and its expenditure. The Sales Tax Citizens' Oversight Committee shall review the expenditures and report publicly how the funds are being used to address the City Council's stated priorities of maintaining Antioch's fiscal stability, police patrols, 911 emergency response, youth violence prevention programs; ensuring water quality/safety; repairing streets; cleaning up parks/illegal dumping; restoring youth afterschool/summer programs; and other essential services. The Committee's review shall be completed in conjunction with the City's budget process. The Committee's report on its review, whether oral or written, shall be considered by the City Council at a public meeting before April 1 of each year. Any written report shall be a matter of public record.
- The Committee shall meet at least twice a year. The meetings will be public.
- The Sales Tax Citizens' Oversight Committee consists of seven members who are Antioch residents. At least one member of the Committee shall have a financial, accounting or auditing background. The Committee will be nominated by the Mayor and approved by the City Council.
- Members of the Sales Tax Citizens' Oversight Committee will be required to file an annual "Statement of Economic Interest".

**BOARD OF ADMINISTRATIVE APPEALS**  
**(EXTENDED Deadline date: 08/26/2022)**

***One (1) Alternate Member, 2-year term vacancy***

- Board of Administrative Appeals consists of five members and one alternate to be appointed by the Mayor and confirmed by a majority of the Council. The alternate member shall serve a term of two years.
- Must be a resident of the City of Antioch.
- The Board hears appeals regarding administrative decisions by any official of the City dealing with Municipal Code interpretations.
- Three of the members shall have experience in the building construction trades and/or training in the California Code of Regulations.
- Meetings are held the first Thursday of every month at 3:00 p.m. in the City Council Chambers; or on other dates as needed.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1<sup>st</sup>.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.

**BOARD OF ADMINISTRATIVE APPEALS**

**(Deadline date: 08/26/2022)**

***Two (2) Full-Term vacancies, expiring March 2026***

***One (1) Partial-Term vacancy, expiring March 2024***

- Board of Administrative Appeals consists of five members and one alternate to be appointed by the Mayor and confirmed by a majority of the Council. The alternate member shall serve a term of two years.
- Must be a resident of the City of Antioch.
- The Board hears appeals regarding administrative decisions by any official of the City dealing with Municipal Code interpretations.
- Three of the members shall have experience in the building construction trades and/or training in the California Code of Regulations.
- Meetings are held the first Thursday of every month at 3:00 p.m. in the City Council Chambers; or on other dates as needed.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1<sup>st</sup>.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 9, 2022

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

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

**SUBJECT:** City Council Meeting Minutes of June 28, 2022

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of June 28, 2022, to the next meeting.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 9, 2022

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

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

**SUBJECT:** City Council Meeting Minutes of July 26, 2022

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of July 26, 2022, to the next meeting.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.

# CITY OF ANTIOCH CALIFORNIA

## CLAIMS BY FUND REPORT FOR THE PERIOD OF JULY 13 - JULY 27, 2022 FUND/CHECK#

### 100 General Fund

#### *Non Departmental*

00401434	IPERMIT	REFUND CBSC FEE	6.99
00401449	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,016.66
00401463	QUADIENT LEASING USA INC	POSTAGE	2,540.00
00401469	SMART BUILDING	REFUND CBSC FEE	2.63
00401486	ZARATE, ROEL	REFUND CBSC FEE	10.80
00401522	DIAMOND HILLS SPORT CLUB	PAYROLL	80.00
00401529	ELIEZER BENAROYA	REFUND OVERPAYMENT	4.00
00401533	FAMILY SUPPORT REGISTRY	PAYROLL	250.00
00401544	IN SHAPE HEALTH CLUBS	PAYROLL	368.99
00401547	IPERMIT	REFUND CBSC FEE	3.75
00401549	KENNETH R DUPREE DMD	DUPLICATE PAYMENT REFUND	4.00
00401551	LIFE INSURANCE COMPANY	PAYROLL	4,257.34
00401558	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,025.33
00401559	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,283.75
00401564	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	3,618.00
00401566	PARS	PAYROLL	13,739.67
00401580	STATE OF CALIFORNIA	PAYROLL	200.00
00401581	STATE OF CALIFORNIA	PAYROLL	361.29
00401582	STATE OF CALIFORNIA	PAYROLL	75.00
00401594	WANG HAMLIN RENTAL HOUSE	DUPLICATE PAYMENT REFUND	4.00
00401597	EMPLOYEE	PAYROLL	415.57
00943054	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL	770.00
00943055	ANTIOCH POLICE OFFICERS ASSOCIATION	PAYROLL	20,904.52
00943056	ANTIOCH PUBLIC WORKS EMPLOYEE'S ASSOC	PAYROLL	4,591.27
00943062	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	40,254.16
00943068	VANTAGEPOINT TRANSFER AGENTS	PAYROLL	8,652.56
00943069	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	28,437.48

#### *City Council*

00401382	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	807.96
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#### *City Attorney*

00401378	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	407.00
00401387	BERTRAND FOX & ELLIOT	LEGAL SERVICES	3,173.00
00401388	BEST BEST AND KRIEGER LLP	LEGAL SERVICES	13,059.96
00401424	HANSON BRIDGETT LLP	LEGAL SERVICES	53,358.32
00401436	JACKSON LEWIS PC	LEGAL SERVICES	8,546.00
00401439	LEONE AND ALBERTS CORPORATION	LEGAL SERVICES	5,507.30
00401440	LEXISNEXIS	SUBSCRIPTION	236.00
00401441	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	4,899.37
00401447	MEYERS NAVE A PROFESSIONAL CORP	LEGAL SERVICES	76,200.12
00401468	SHRED IT INC	PROFESSIONAL SERVICES	1,270.67
00401476	TELECOM LAW FIRM PC	LEGAL SERVICES	3,484.75
00401528	EIDEN, KITTY J	PROFESSIONAL SERVICES	375.00

Finance Accounting  
Prepared by: Michele Milo  
8/4/2022



CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
JULY 13 - JULY 27, 2022  
FUND/CHECK#

00401576 SHERWIN WILLIAMS CO	SUPPLIES	170.02
00401595 ZAP MANUFACTURING INC	SUPPLIES	5,038.32
00943045 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
<b>Public Works-Signal/Street Lights</b>		
00401579 STATE OF CALIFORNIA	MAINTENANCE SERVICE	5,273.77
<b>Public Works-Facilities Maintenance</b>		
00401364 AMERICAN PLUMBING INC	PROFESSIONAL SERVICES	175.00
00401368 ANTIOCH ACE HARDWARE	SUPPLIES	25.66
00401386 BAY CITIES PYROTECTOR	SERVICE	2,160.00
00401413 DREAM RIDE ELEVATOR	ELEVATOR SERVICE	320.00
00401415 EAST BAY WORK WEAR	SAFETY SHOES	299.93
00401417 FASTENAL CO	SUPPLIES	115.54
00401428 HOME DEPOT, THE	SUPPLIES	2,244.49
00401445 LOWES COMPANIES INC	SUPPLIES	2,109.63
00401459 PEPPER INVESTMENTS INC	PEST CONTROL	760.00
00401466 ROBINS LOCK AND KEY	LOCKSMITH SERVICES	995.97
00401481 VERIZON WIRELESS	DATA USAGE	258.21
00401557 MUNICIPAL POOLING AUTHORITY	22/23 PROP INSURANCE	11,654.00
00401567 PEPPER INVESTMENTS INC	PEST CONTROL	450.00
00943045 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,787.50
<b>Public Works-Parks Maint</b>		
00401445 LOWES COMPANIES INC	SUPPLIES	1,159.55
00401473 STEWARTS TREE SERVICE INC	TREE SERVICE	1,200.00
00401493 AMERICAN PLUMBING INC	PROFESSIONAL SERVICES	823.81
00401506 BSN SPORTS LLC	SUPPLIES	471.48
00401548 JONES FAMILY BEE REMOVAL	PROFESSIONAL SERVICES	250.00
00401573 ROBERTSON INDUSTRIES INC	SURFACING REPAIRS	9,464.00
00401574 ROBINS LOCK AND KEY	LOCKSMITH SERVICES	531.10
00401586 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	93,947.25
00943043 GRAINGER INC	SUPPLIES	460.35
00943051 SITEONE LANDSCAPE SUPPLY HOLDING LLC	SUPPLIES	701.60
<b>Public Works-Median/General Land</b>		
00401368 ANTIOCH ACE HARDWARE	SUPPLIES	11.62
00401411 DC ELECTRIC GROUP INC	ELECTRICAL SERVICE	358.00
00401473 STEWARTS TREE SERVICE INC	TREE SERVICE	7,800.00
00401484 WATERSAVERS IRRIGATION	SUPPLIES	302.17
00943051 SITEONE LANDSCAPE SUPPLY HOLDING LLC	SUPPLIES	77.74
00943060 CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	144.98
<b>Police Administration</b>		
00401374 AT AND T MOBILITY	CELL PHONES	7,233.01
00401375 AXON ENTERPRISE INC	SAFETY EQUIPMENT	251,423.43
00401377 BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	5,824.08
00401381 BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	20.36
00401382 BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	60.00

Finance Accounting  
Prepared by: Michele Milo  
8/4/2022

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00401498	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICES	287.50
00401504	BHALLA SERVICES INC	CAR WASHES	949.00
00401527	EGAN, JOSHUA	EXPENSE REIMBURSEMENT	18.99
00401575	ROSE, BRIAN C	MEAL REIMBURSEMENT	57.50
<b>Police Investigations</b>			
00401376	BAGEL STREET CAFE	SUPPLIES	461.20
00401377	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	799.94
00401383	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	871.37
00401500	BAGEL STREET CAFE	SUPPLIES	39.51
00943046	ORMAN, LEONARD	MILEAGE REIMBURSEMENT	136.89
<b>Police Special Operations Unit</b>			
00401377	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	381.10
<b>Police Communications</b>			
00401367	AMS DOT NET INC	SOFTWARE UPDATE	5,126.00
<b>Police Facilities Maintenance</b>			
00401358	360 FITNESS LLC	PD EQUIPMENT	4,999.24
00401386	BAY CITIES PYROTECTOR	SERVICE	480.00
00401394	BRIGHT SECURITY INTEGRATIONS	DATA STORAGE	5,043.91
00401428	HOME DEPOT, THE	SUPPLIES	82.98
00401445	LOWES COMPANIES INC	SUPPLIES	323.56
00401459	PEPPER INVESTMENTS INC	PEST CONTROL	222.00
00943045	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,580.00
<b>Youth Network Services</b>			
00401379	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	98.43
00401517	CREATIVE ENGAGEMENT SERVICES	TRAINING	4,500.00
00943041	CANON FINANCIAL SERVICES	PROFESSIONAL SERVICES	25.00
<b>Community Development Land Planning Services</b>			
00401404	CONTRA COSTA CO AUDITOR-CONTROLLER	ANNUAL FEE	21,367.72
00401515	CONTRA COSTA COUNTY	PLAN MAINTENANCE	3,539.25
00401526	ECONOMIC AND PLANNING SYSTEMS INC	SERVICES	3,987.50
00401570	PLACEWORKS INC	PROFESSIONAL SERVICES	952.50
<b>CD Code Enforcement</b>			
00401384	BAY ALARM COMPANY	ALARM INSTALLATION	7,350.31
00401406	CONTRA COSTA COUNTY	JUNE RECORDING FEES	512.00
00401480	VACANT PROPERTY SECURITY LLC	EQUIPMENT RENTAL	408.27
00401578	STAMM ENTERPRISES, LTD	STORAGE RENTAL	235.00
00943048	RAY MORGAN COMPANY	COPIER PURCHASE	30,708.05
<b>PW Engineer Land Development</b>			
00401400	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	30,690.00
00401481	VERIZON WIRELESS	DATA USAGE	258.21
00401509	CHC CONSULTING	INSPECTION FEE REFUND	1,390.00
00401510	CHC CONSULTING	INSPECTION FEE REFUND	280.00
00943048	RAY MORGAN COMPANY	COPIER LEASE	4,618.72

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**Recreation-Comm Center**

00401379	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,020.67
00401386	BAY CITIES PYROTECTOR	SERVICE	480.00
00401401	COLE SUPPLY CO INC	CHEMICALS	384.43
00401414	DUGAND, KARINA	CONTRACTOR PAYMENT	1,134.00
00401428	HOME DEPOT, THE	TOOLS	16.57
00401445	LOWES COMPANIES INC	SUPPLIES	174.90
00401458	PARKINK	SUPPLIES	3,975.30
00401492	AMAZON CAPITAL SERVICES INC	SUPPLIES	1,730.40
00401521	DELTA KAYAK ADVENTURES	CONTRACTOR SERVICES	2,447.90
00401554	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	268.85
00401557	MUNICIPAL POOLING AUTHORITY	22/23 LIABILITY PREMIUM	97,994.00
00401589	UNITED STATES POSTAL SERVICE	POSTAGE	8,831.76

**Recreation Water Park**

00401365	AMERICAN RED CROSS	LIFEGUARD CERTIFICATIONS	315.00
00401366	AMS DOT NET INC	BUILDING WIRELESS	65.69
00401367	AMS DOT NET INC	LABOR	3,194.98
00401379	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,396.26
00401382	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	136.41
00401386	BAY CITIES PYROTECTOR	SERVICE	480.00
00401401	COLE SUPPLY CO INC	SUPPLIES	1,415.12
00401412	DIPPIN DOTS LLC	SUPPLIES	3,656.40
00401431	ICEE COMPANY, THE	SUPPLIES	1,203.00
00401443	LINCOLN EQUIPMENT INC	SUPPLIES	437.05
00401445	LOWES COMPANIES INC	SUPPLIES	1,494.41
00401459	PEPPER INVESTMENTS INC	PEST CONTROL	543.00
00401460	PEPSI COLA COMPANY	SUPPLIES	1,597.50
00401492	AMAZON CAPITAL SERVICES INC	SUPPLIES	689.18
00401494	AMS DOT NET INC	WIRELESS CABLING	124.31
00401497	ARCE, ROSA	SWIM LESSON REFUND	12.58
00401514	COMMERCIAL POOL SYSTEMS INC	RENTAL SERVICE	69.14
00401557	MUNICIPAL POOLING AUTHORITY	22/23 LIABILITY PREMIUM	62,716.00
00943043	GRAINGER INC	SUPPLIES	1,463.75
00943045	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00

**221 Asset Forfeiture Fund**

**Non Departmental**

00401467	SHAMBRAY-JONES, RASHAD	ASSET FORFEITURE	3,110.00
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**222 Measure C/J Fund**

**Streets**

00943051	SITEONE LANDSCAPE SUPPLY HOLDING LLC	SUPPLIES	11,259.91
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**223 Child Care Fund**

**Child Care**

00401557	MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	1,591.00
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00401557 MUNICIPAL POOLING AUTHORITY	22/23 PROP INSURANCE	42,955.00
<b>259 East Lone Tree SLLMD Fund</b>		
<b>Zone 1-District 10</b>		
00401473 STEWARTS TREE SERVICE INC	TREE SERVICE	13,325.00
<b>311 Capital Improvement Fund</b>		
<b>Non Departmental</b>		
<b>Parks &amp; Open Space</b>		
00401489 ALEX KUSHNER GENERAL INC	PROFESSIONAL SERVICES	90,918.13
<b>Energy Efficiency</b>		
00401553 LOCAL GOVERNMENT COMMISSION	PROFESSIONAL SERVICES	1,295.46
<b>376 Lone Diamond Fund</b>		
<b>Assessment District</b>		
00401557 MUNICIPAL POOLING AUTHORITY	22/23 PROPERTY INSURANCE	50.00
<b>570 Equipment Maintenance Fund</b>		
<b>Equipment Maintenance</b>		
00401373 ARROWHEAD 24 HOUR TOWING INC	TOW SERVICES	102.00
00401398 CHUCKS BRAKE AND WHEEL SERVICE INC	SUPPLIES	43.02
00401415 EAST BAY WORK WEAR	UNIFORMS	296.16
00401442 LIM AUTOMOTIVE SUPPLY INC	PARTS	896.88
00401445 LOWES COMPANIES INC	SUPPLIES	462.93
00401457 OREILLY AUTO PARTS	AUTO PARTS	2,087.16
00401474 STOMMEL INC	SUPPLIES	208.50
00401483 WALNUT CREEK FORD	SUPPLIES	10.68
00401485 WINTER CHEVROLET CO	SUPPLIES	280.60
00401488 AFFORDABLE TIRE CENTER	TIRE SERVICE	60.00
00401498 ARROWHEAD 24 HOUR TOWING INC	SERVICES	1,407.25
00401516 CONTRA COSTA FIRE EQUIPMENT	PROFESSIONAL SERVICES	415.73
00401524 EAST BAY TIRE CO	SUPPLIES	4,493.17
00401532 FALCON COLLISION REPAIR INC	PROFESSIONAL SERVICES	3,277.22
00401552 LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	438.35
00401556 MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	277.89
00401557 MUNICIPAL POOLING AUTHORITY	22/23 LIABILITY PREMIUM	73,736.00
00401593 WALNUT CREEK FORD	SUPPLIES	33.14
00943038 A1 TRANSMISSION	PROFESSIONAL SERVICES	2,430.53
00943044 KIMBALL MIDWEST	SUPPLIES	587.80
00943053 A1 TRANSMISSION	PARTS	5,357.64
00943060 CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	211.73
<b>573 Information Services Fund</b>		
<b>Information Services</b>		
00401557 MUNICIPAL POOLING AUTHORITY	22/23 LIABILITY PREMIUM	14,476.00
<b>Network Support &amp; PCs</b>		
00401367 AMS DOT NET INC	ADVERTISING SERVICE	1,345.01
00401402 COMCAST	INTERNET	318.09
00401432 INSIGHT PUBLIC SECTOR INC	SOFTWARE SUPPLIES	125,872.78

Finance Accounting  
Prepared by: Michele Milo  
8/4/2022

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00401419 FISHER SCIENTIFIC COMPANY	SUPPLIES	326.91
00401423 HACH CO	SUPPLIES	1,369.06
00401442 LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	345.70
00401445 LOWES COMPANIES INC	SUPPLIES	426.28
00401461 POLYDYNE INC	CHEMICALS	6,903.68
00401481 VERIZON WIRELESS	DATA USAGE	667.34
00401495 ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	425.00
00401496 ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	78.13
00401507 CALTROL INC	SUPPLIES	1,726.17
00401530 ENTERRA ENVIRONMENTAL	TRAINING	125.00
00401537 FINBERG FENCING INC	FENCE REPAIR	780.00
00401538 FISHER SCIENTIFIC COMPANY	SUPPLIES	143.34
00401541 HACH CO	SUPPLIES	33,652.96
00401545 INDUSTRIAL SOLUTIONS SERVICES INC	CHEMICALS	14,880.24
00401550 KOFFLER ELECTRICAL MECH	PROFESSIONAL SERVICES	15,867.65
00401563 OFFICE DEPOT INC	SUPPLIES	93.83
00943045 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	300.00
00943047 PETERSON TRACTOR CO	EQUIPMENT RENTAL SUPPLIES	4,439.96
00943049 RED WING SHOE STORE	SAFETY SHOES	698.40
00943052 THATCHER COMPANY OF CALIFORNIA INC	CHEMICALS	9,173.01
00943063 PETERSON TRACTOR CO	PROFESSIONAL SERVICES	2,159.93
00943067 THATCHER COMPANY OF CALIFORNIA INC	CHEMICALS	13,812.06
<b>Water Distribution</b>		
00401369 ANTIOCH BUILDING MATERIALS	SUPPLIES	7,557.13
00401397 CHECK PROCESSORS INC	MONTHLY LOCKBOX	591.09
00401415 EAST BAY WORK WEAR	UNIFORMS	263.27
00401445 LOWES COMPANIES INC	SUPPLIES	943.90
00401465 ROBERTS AND BRUNE CO	SUPPLIES	6,356.38
00401469 SMART BUILDING	INSPECTION REFUND	210.00
00401478 TYLER TECHNOLOGIES INC	ANNUAL MAINTENANCE FEE	3,480.00
00401479 TYLER TECHNOLOGIES INC	CONTENT CONVERSION	3,000.00
00401481 VERIZON WIRELESS	DATA USAGE	3,934.97
00401518 CWEA SFBS	MEMBERSHIP RENEWAL	571.00
00401519 DE OLIVEIRA, PAULO A	EXPENSE REIMBURSEMENT	85.00
00401520 DELTA DIABLO	RECYCLE WATER JUNE 22	13,464.32
00401530 ENTERRA ENVIRONMENTAL	TRAINING	1,250.00
00401534 FASTENAL CO	SUPPLIES	133.87
00401540 GRIFFITH, JUSTIN JOSEPH	EXPENSE REIMBURSEMENT	65.00
00401546 INSTRUMENT TECHNOLOGY CORP	SUPPLIES	4,999.24
00401560 NALEZNY, ROBERT TRAVIS	EXPENSE REIMBURSEMENT	80.00
00401563 OFFICE DEPOT INC	SUPPLIES	832.55
00401588 UNITED PARCEL SERVICE	SHIPPING	6.00
00943040 BADGER METER INC	METERS	6,562.39
00943043 GRAINGER INC	SUPPLIES	377.38

Finance Accounting  
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8/4/2022

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**227      Housing Fund**

***Housing***

00401553	LOCAL GOVERNMENT COMMISSION	PROFESSIONAL SERVICES	2,590.91
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Finance Accounting  
Prepared by: Michele Milo  
8/4/2022

5D  
August 9, 2022

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of August 9, 2022

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

**SUBMITTED BY:** Junming Li, Assistant Engineer *JK*

**REVIEWED BY:** Carlton Thompson, Assistant City Engineer *CT*

**APPROVED BY:** John Samuelson, Public Works Director/City Engineer *JS*

**SUBJECT:** Local Roadway Safety Plan, P.W. 282-20

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving and adopting the Local Roadway Safety Plan.

**FISCAL IMPACTS**

Adoption of this resolution will have no fiscal impact. The Capital Improvement Budget includes \$71,989.22 in Gas Tax funding which includes grant funding through the Highway Safety Improvement Program in the amount of \$64,800 to reimburse a large portion of development of the Local Roadway Safety Plan.

**DISCUSSION**

On January 9, 2020, the City was awarded grant funding through the Highway Safety Improvement Program to assist the City in developing a Local Roadway Safety Plan ("Project"). The Project included the development of a plan to improve the City's transportation safety by systematically reducing fatalities and severe injuries attributed to roadway collisions.

On June 18, 2020, staff solicited three traffic engineering firms and advertised on the City website a request for proposals for design consulting services related to the Project.

On July 17, 2020, three proposals were received from TJKM, Fehr and Peers, and Iteris. Based on the content of the proposals, TJKM was selected as the most qualified firm to provide the services required for this Project.

On May 18, 2022, TJKM completed all work associated with the Project. The Project fulfills the City's planning needs for transportation safety, identifies key strategies to enhance safety of the traveling public and positions the City for future opportunities to secure federal Highway Safety Improvement Program funds. Implementation of the Local Roadway Safety Plan will improve transportation safety for our City, residents, and

visitors. Staff has collaborated extensively with Contra Costa Transportation Authority throughout the development of the Project to ensure the plan is not in conflict with the County's Vision Zero policy.

**ATTACHMENTS**

A. Resolution



**ATTACHMENT "A"**

**RESOLUTION NO. 2022/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING AND ADOPTING THE LOCAL ROADWAY SAFETY PLAN  
P.W. 282-20**

**WHEREAS**, on January 9, 2020, the City was awarded grant funding through the Highway Safety Improvement Program to assist the City in developing the Local Roadway Safety Plan ("Project");

**WHEREAS**, on June 18, 2020, Staff contacted three firms and advertised on the City website a request for proposals for design consulting services related to the Project;

**WHEREAS**, on July 17, 2020, the City received proposals from TJKM Transportation Consultants ("TJKM"), Fehr and Peers, and Iteris;

**WHEREAS**, the City selected TJKM as the most qualified firm to provide the services required for this Project;

**WHEREAS**, on January 9, 2020, the City Council approved an agreement with TJKM for design consulting services related to the Project; and

**WHEREAS**, the City has considered approving and adopting the Local Roadway Safety Plan (Exhibit No. 1).

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves and adopts the Local Roadway Safety Plan attached hereto and incorporated by reference as Exhibit No. 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 9th day of August 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

AI

EXHIBIT "1"

**City of Antioch**

# **Local Roadway Safety Plan**

**07/28/2022**

**Final Report**

A2

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Appendix A: Matrix of Planning Goals, Policies, and Projects

Appendix B: Community Input: Public Comments

Appendix C: Consolidated Collision Database

Appendix D: HSIP Eligible Countermeasures

Appendix E: Countermeasure Toolbox

Appendix F: B/C Ratio Calculation - LRSM (2020)

## EXECUTIVE SUMMARY

The City of Antioch's Local Roadway Safety Plan (LRSP) is a comprehensive plan that implements a Safe Systems approach framework, consistent with Countywide Vision Zero adopted in September 2021, to systematically identify and analyze traffic safety related issues and recommend projects and countermeasures. The LRSP seeks to reduce or eliminate instances of fatal and severe injury collisions through a prioritized list of improvements that reduce the risk of crashes occurring along local roadways. The LRSP takes a proactive approach to addressing safety needs by urging not only a strategic and critical response to existing crash events and trends but, more importantly, reduce the risk of crashes occurring in the first place through context-sensitive, people-centric planning and design of streets and adjacent land uses. It is viewed as a guidance document that can be a source of information and ideas. It can also be a living document, one that is reviewed bi-annually and updated periodically by City staff and their safety partners to reflect evolving injury and collision trends and community needs and priorities. With the LRSP as a guide, the City will be eligible to apply for grant funds, such as the federal One Bay Area Grant (OBAG 3) and the Highway Safety Improvement Program (HSIP) Cycle 11.

### Chapter 1 – Introduction

The Introduction presents the project, describes how this report is organized, summarizes the vision and goals, the study area for the LRSP, details how the report is organized and introduces the safety partners.

### Chapter 2 – Existing Planning Efforts

This chapter summarizes existing City and regional planning documents and projects that are relevant to the LRSP. It ensures that the recommendations of the LRSP are in line with existing goals, objectives, policies, or projects. This chapter summarized the following documents: City of Antioch General Plan, Contra Costa Countywide Bicycle and Pedestrian Plan (2018), Antioch Downtown Specific Plan (2018), Hillcrest Station Area Specific Plan, Contra Costa County Transportation Analysis Guidelines, Contra Costa Countywide Transportation Safety Policy and Implementation Guide (2021), 2017 Countywide Comprehensive Transportation Plan, Contra Costa Transportation Authority Transportation Expenditure Plan 2020, Contra Costa County General Plan 2005-2020 (2005), Transportation Baseline Report Contra Costa County General Plan (2019), City of Antioch Traffic Calming Policy (2020) and City of Antioch Five-Year Capital Improvements Program (2020-2025).



### **Chapter 3 – Collision Data Collection and Analysis**

#### ***Reported Collisions***

Collision data was obtained and analyzed for a five-year period from 2014 to 2018 from the California Highway Patrol's Statewide Integrated Traffic Records System (SWITRS) and the University of California at Berkeley SafeTREC's Transportation Injury Mapping Service (TIMS).

The collision analysis identified general trends of collisions in the City of Antioch. For collisions of all severity, including PDO collisions, 85% collisions occurred at intersections. The most common collision types occurring at intersections are broadside and rear-end collisions. The most common primary collision factor for collisions occurring at intersections is unsafe speed and improper turning. About 47 percent of rear-end collisions have occurred due to unsafe speed.

Though the total number of collisions that have occurred in the City has decreased from 2016 to 2018, only about 4% of all collisions have led to a severe or a fatal injury. Most of the "killed or severely injured" (KSI) collisions have occurred on Hillcrest Avenue, 18<sup>th</sup> Street, Lone Tree Way, A Street, West 10<sup>th</sup> Street and Deer Valley Road. Unsafe speed, traffic signals and signs, and Auto right-of-way violation have been observed to be the top primary collision factors for the collisions occurring on these streets in the City. More than 50% of these collisions have been observed to have occurred during night time conditions, in locations with or without street lights. Visibility is observed to be an issue and improving visibility for motorists as well as non-motorists will help navigate these locations better.

About 22% of KSI collisions have been vehicle-pedestrian collisions. The highest number of vehicle-pedestrian KSI collisions have been observed along the roadways Delta Fair Boulevard/Gentrytown Drive, W/E 18th Street and W 10<sup>th</sup> Street.

#### ***Community Information and Perceptions***

Community members and stakeholders shared their observations and concerns regarding locations and situations where collisions are occurring but are not necessarily being reported. They shared their knowledge and experiences of locations where "near-miss" collisions were occurring. They also indicated those locations that did not "feel safe" and that despite a lack of documented crash data, a heightened risk of collisions could occur. In other words, there was a risk of a collision but that risk had yet to materialize as an actual event. This is more than a general fear of a collision occurring, but an intuitive and rational sense that a particular location was not safe.

### Chapter 4 - Emphasis Areas

Emphasis areas are a focus of the LRSP. They are identified through three broad methodologies: analysis of data that identifies where various KSI collisions have occurred within the City of Antioch, analysis of actual or potential collision locations relative to context, and evaluation of social and behavioral factors that are attributable to increased risk of collisions. The nine emphasis areas for Antioch are:

- Intersection Safety
- Unsafe Speed Collisions
- Pedestrian Safety
- Hit Object Collisions
- Nighttime Collisions
- Broadside Collisions
- Traffic Signals and Signs Violations Collisions
- Driving Under the Influence
- Reduce Teenage/Younger Adult - Party at Fault

### Chapter 5 – Countermeasure Identification

Engineering countermeasures were selected for each of the high-risk locations and for the emphasis areas. These were based off of approved countermeasures from the Caltrans Local Roadway Safety Manual (LRSM) used in HSIP grant calls for projects. The intention is to give the City potential countermeasures for each location that can be implemented either in future HSIP calls for projects, or using other funding sources, such as the City's Capital Improvement Program. Non-engineering countermeasures were also selected and are included with the emphasis areas.

### Chapter 6 – Safety Projects

A set of ten safety projects were created for high-risk intersections and roadway segments, using HSIP approved countermeasures. These safety projects are:

- Project 1: Safety at Signalized Intersections
- Project 2: Pedestrian Safety at Signalized Intersections
- Project 3: Safety at Unsignalized Intersections
- Project 4: Safety at Signalized Intersections
- Project 5: Safety at Roadway Segments
- Project 6: Pedestrian Safety Improvements along Corridors
- Project 7: Bike Safety Improvements along Corridors
- Project 8: Pedestrian and Lighting Safety Improvements along Corridors
- Project 9: High-Friction Surface Treatments
- Project 10: Corridor Improvements

## **Chapter 7 – Evaluation and Implementation**

The LRSP is a guidance document that is recommended to be updated every two to five years in coordination with the safety partners. The LRSP document provides engineering, education, enforcement, and emergency medical service related countermeasures that can be implemented throughout the City to reduce fatal and severe injury collisions. After implementing countermeasures, the performance measures for each emphasis area should be evaluated annually. The most important measure of success of the LRSP should be reducing fatal and severe injury collisions throughout the City. If the number of fatal and severe injury collisions does not decrease over time, then the emphasis areas and countermeasures should be re-evaluated.



# 1. INTRODUCTION

## What is an LRSP?

A Local Roadway Safety Plan (LRSP) is a localized data-driven traffic safety plan that provides opportunities to reduce or eliminate instances of fatal and severe injury collisions. An LRSP creates a framework to systematically identify and analyze traffic safety-related issues, and recommend safety projects and countermeasures. An LRSP facilitates the development of local agency partnerships and collaboration, resulting in the development of a prioritized list of improvements that can qualify for Highway Safety Improvement Program (HSIP) funding.

An LRSP is a proactive approach to addressing safety needs and is viewed as a living document that can be constantly reviewed and revised to reflect evolving trends, and community needs and priorities.

## Vision and Goals of the City of Antioch's LRSP

Vision: Antioch's LRSP is founded in the belief that our roadways will be good neighbors that create a sense of place and belonging for all. They will provide safer and more inviting opportunities for people to travel regardless of mode. They will be planned, designed, operated, and maintained such that there will be fewer deaths and serious injuries resulting from collisions.

- Goal #1: Identify and analyze roadway safety issues and recommend improvements
- Goal #2: Improve the safety of all road users, especially vulnerable road users, by using proven safety countermeasures and acknowledging tradeoffs between competing interests and outcomes.
- Goal #3: Ensure coordination and response of key stakeholders (local officials, city staff and community members) to implement roadway safety improvements within Antioch
- Goal #4: Serve as a resource for staff who continually seek funding for safety improvements
- Goal #5: Recommend what, how and why safety improvements can be made in a manner that is fair and equitable for all Antioch residents considering locations or communities that have been most impacted or have seen the least investment over time.
- Goal #6: Enhance and expand community engagement and collaboration to bring more inclusivity to the LRSP process.
- Goal #7: Adopt a qualitative and quantitative data-driven approach that provides for accountability and evaluation, shared responsibility and redundancy.
- Goal #8: Employ new or innovative safety countermeasures through tactical urbanism strategies and quick-build or pilot projects.

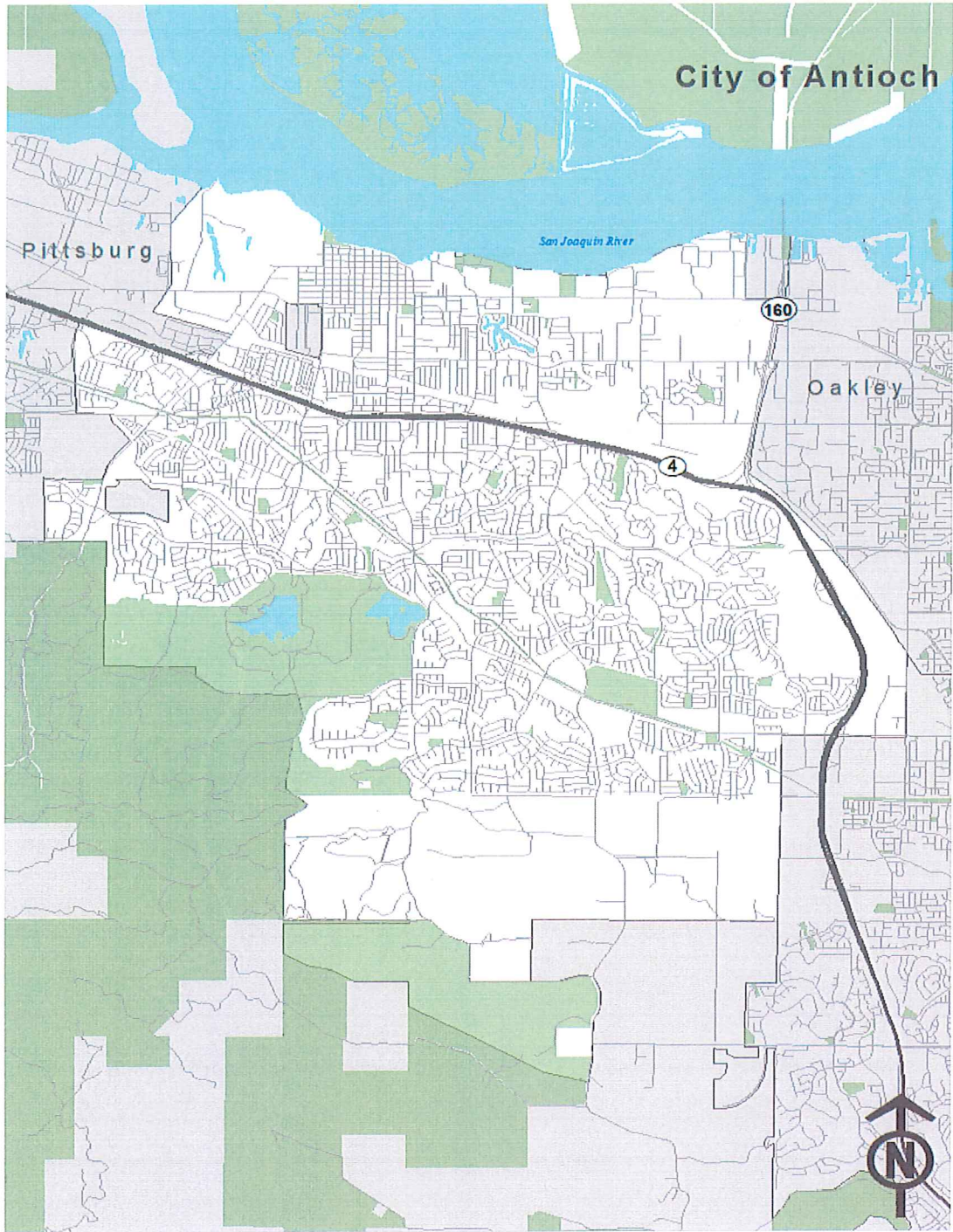
- Goal #9: Leverage new technologies such as video analysis to identify near-miss collisions, using block chaining to integrate previously disassociated data sets, and smart city systems such as vehicle-to-infrastructure (V2I) interaction and data transfer.

### Study Area

The City of Antioch is located in Contra Costa County, California in the San Francisco Bay Area, covering a total area of just under 30 square miles. It is directly south of the Sacramento-San Joaquin Delta. The City's estimated population is 111,506 (ACS 2019 1-year estimate). State Routes (SR) 4 and 160 are the major highways that connect the City of Antioch to the Antioch Bridge and other nearby cities, such as Pittsburg, Oakley, and Brentwood. **Figure 1** shows the study area.



Figure 1. City of Antioch



## 2. EXISTING PLANNING EFFORTS

This section summarizes the planning documents, projects underway, and studies reviewed for Antioch Local Roadway Safety Plan (LRSP). The purpose is to ensure the LRSP vision, goals, and E's strategies are aligned with prior planning efforts, planned transportation projects and non-infrastructure programs. The documents reviewed are listed below:

- City of Antioch General Plan (2003);
- Contra Costa Countywide Bicycle and Pedestrian Action Plan (2018);
- Antioch Downtown Specific Plan (2018);
- Hillcrest Station Area Specific Plan (2009);
- Contra Costa County Transportation Analysis Guidelines (2020);
- 2017 Countywide Comprehensive Transportation Plan;
- Contra Costa Transportation Authority Transportation Expenditure Plan (2020);
- Contra Costa County General Plan (2005);
- Transportation Baseline Report Contra Costa County General Plan (2019);
- City of Antioch Traffic Calming Policy (2020);
- City of Antioch 5 Year Capital Improvement Program (2020 – 2025)

The following sections include brief descriptions of these documents and how they inform the development of the LRSP. A brief document summary is listed in **Table 1**. A more detailed list of upcoming projects and relevant policies is listed in **Appendix A**.

The City is actively pursuing a number of diversity, equity and inclusion inspired efforts. Examples include the formation of a Human Rights and Racial Equity Ad Hoc Committee in May of 2022 and the establishment of a new City department. The City Council adopted an enabling ordinance, effective as of June of 2022, creating the Department of Public Safety and Community Resources. The Department will span several program areas, including the Community Engagement Division. The Community Engagement Division will proactively interface with the community to address critical public health and safety issues through events, initiatives, public forums, and panel discussions.



## Local Roadway Safety Plan

**Table 1. Document Review Summary**

Document	Highlights
City of Antioch General Plan (2003)	Circulation Element of the plan details plans for the City of Antioch including bicycle, pedestrian, vehicle and transit improvements.
Contra Costa Countywide Bicycle and Pedestrian Action Plan (2018)	Details bicycle and pedestrian improvements on County significant corridors. Also includes a collision analysis that identified Lone Tree Way as high bicycle/pedestrian collision corridor in Antioch. CCTA is also in the process of developing a Countywide Vision Zero Framework, which is a key implementation recommendation of the CBPP 2018.
Antioch Downtown Specific Plan (2018)	Details circulation and access of Downtown Antioch. Pedestrian, bicycle and transit improvements will be given high priority.
Hillcrest Station Area Specific Plan (2009)	Details compact pedestrian orientated plans for the Hillcrest Station Area. Plans include new roads, new pedestrian and bicycle facilities, including some new Class I trails.
Contra Costa County Transportation Analysis Guidelines (2020)	Aids the preparation of traffic analysis for project applicants and staff. Contra Costa County has completed a Vision Zero Plan to address severe and fatal collisions on County-owned roadways. The Plan includes a Vision Zero campaign.
Contra Costa Countywide Transportation Safety Policy and Implementation Guide (2021)	This report lays out a framework for Safety Policy and implementation in Contra Costa County. The Safe System Approach of integrating multimodal equity supports the goal of reducing or eliminating severe injuries and fatalities
2017 Countywide Comprehensive Transportation Plan	Contains a countywide transportation projects list, including a performance target to reduce injuries and fatalities from collisions.
Contra Costa Transportation Authority Transportation Expenditure Plan 2020	This is a very high-level plan that reaffirms CCTA's commitment to Complete Streets and road traffic safety.
Contra Costa County General Plan (2005)	General Plan is in the process of being updated. The most applicable policies are under 5-M Improve Safety for Bicyclists and Pedestrians which lists example countermeasures.
Transportation Baseline Report Contra Costa County General Plan (2019)	The report functions as the existing conditions report for the forthcoming Transportation and Circulation Element of the Contra Costa County General Plan, which will present policies and implementation measures to maintain and improve the county's transportation network.
City of Antioch Traffic Calming Policy (2020)	The City of Antioch's Traffic Calming Policy gives step by step instructions on how to respond to resident's concerns with speeding on residential streets.
City of Antioch 5 Year Capital Improvement Program (2020 – 2025)	This plan details the capital improvements funded through 2025. They include roadway improvements, trails and signal improvements.



### **City of Antioch General Plan (2003)**

Adopted in 2003, the General Plan presents a consolidated framework of decisions for guiding where and how development should occur in Antioch. The General Plan recognizes that the Circulation Element is crucial to improve Antioch's perceived quality of life and economic prosperity. It emphasizes the need for safe and convenient movement of people and goods between land uses at the development intensity anticipated in the Land Use Element. The plan represents Antioch's policies governing its transportation system, including roadways and intersections; pedestrian and bicycle paths; and bus and rail transit. The goals and policies stated in the General Plan will inform the countermeasure selection and proposed safety projects for the Antioch LRSP report. It will help the LRSP in supporting the recommended safety projects along with the mobility and transportation needs of the City.

### **Contra Costa Countywide Bicycle and Pedestrian Plan (2018)**

The Contra Costa Transportation Authority (CCTA or Authority) adopted this plan to support and encourage walking and biking countywide. This plan establishes a long-term vision for improving walking and bicycling in Contra Costa by updating the previous Bicycle and Pedestrian Master Plan that was originally adopted in 2003 and updated again in 2009. It provides a guide for the future development of bicycle and pedestrian facilities, as well as education, enforcement, and encouragement programs for Contra Costa. The plan also provides design standards for new bikeways and pedestrian facilities. The guidelines and policies described in this plan related to Complete Streets and road geometry improvements are crucial. They will help inform the safety projects considered for the LRSP report. CCTA has developed a Countywide Vision Zero Framework, which a key implementation recommendation of the CBPP 2018. This effort continues to define a countywide high-injury network (HIN) with collision typologies, and sets forth a Vision Zero policy and implementation guide for local agencies.

### **Antioch Downtown Specific Plan (2018)**

The Antioch Downtown Specific Plan focuses on cultivating a successful downtown, through its unique waterfront setting, historic character, streetscape design, building design and open space. Applicable recommendations in this document are based on the goal of making downtown walkable and accessible. The land uses established in this Plan are supported by a balanced transportation network that includes vehicular, transit, bicycle and pedestrian modes. Downtown benefits from existing and improving multi-modal transportation access. The Downtown Specific Plan contains a host of improvements to the multimodal transportation system, including closures of critical gaps in the network that hinder access to downtown.

### **Hillcrest Station Area Specific Plan**

The Hillcrest Station Area Plan focuses on future transit oriented developments (TOD) adjacent to the new Antioch eBART station that opened in 2018. The 375 acre site is envisioned to be a compact pedestrian-orientated setting with both jobs and housing. The Plan provides a framework for a pedestrian and transit orientated district with tree lined streets, services and public spaces and recreational opportunities.

### **Contra Costa County Transportation Analysis Guidelines**

The Contra Costa County Transportation Analysis Guidelines' (2020) main goal is to aid in the preparation of traffic analysis for project applicants and staff. The guidelines mainly pertain to CEQA and SB 743, and largely does not relate to the LRSP with the exception that the guidelines summarize existing Contra Costa County policies which include a Vision Zero Policy. The County is in the process of developing a Vision Zero Plan to address severe and fatal collisions on County-owned roadways. The Plan would develop a Vision Zero campaign that, if funding allows, can be used to engage the general public through education and encouragement.

### **Contra Costa Countywide Transportation Safety Policy and Implementation Guide (2021)**

This report layout a framework for Safety Policy and implementation in Contra Costa County. The Safe System Approach integrating multimodal equity supports the Vision Zero goal of eliminating severe injuries and fatalities. CCTA launched their Vision Zero Framework & Systemic Safety Approach effort to serve as the basis for transportation planning, policy, design, construction, and funding throughout Contra Costa County.

### **2017 Countywide Comprehensive Transportation Plan**

The aim of the Countywide Comprehensive Transportation Plan is to establish a long-range vision for Contra Costa's transportation system and identify projects, programs, and policies that the Authority Board hopes to pursue. The document consists of detailed policy information about allocations of future funding. The projects listed under the performance target "reduce injuries and fatalities from collisions" supports the development of traffic safety approaches for the LRSP.

### **Contra Costa Transportation Authority Transportation Expenditure Plan 2020**

The Contra Costa Transportation Authority Transportation Expenditure Plan serves as a roadmap and itinerary that will guide transportation investment for the coming 35 years. The document consists of detailed policy information about allocations of future funding. The projects listed under the policy Road Traffic Safety and Complete Streets Policy are the most applicable to the LRSP.



### **Contra Costa County General Plan 2005-2020 (2005)**

The purpose of the Contra Costa County General Plan is to express the broad goals and policies, and specific implementation measures, which will guide decisions on future growth, development, and the conservation of resources through the year 2020. The plan includes seven mandated elements, the most applicable to the LRSP is the Transportation and Circulation Element. The County is in the process of updating the plan, a planning effort entitled Envision Contra Costa 2040.

### **Transportation Baseline Report Contra Costa County General Plan (2019)**

The baseline report presents a summary of the existing transportation conditions in the planning area of the Contra Costa County General Plan. The report functions as the existing conditions report for the forthcoming Transportation and Circulation Element of the Contra Costa County General Plan, which will present policies and implementation measures to maintain and improve the county's transportation network. The policies in the Transportation and Circulation Element will help to expand transportation choices, improve safety, and address transportation system effects on the environment and community quality of life.

### **City of Antioch Traffic Calming Policy (2020)**

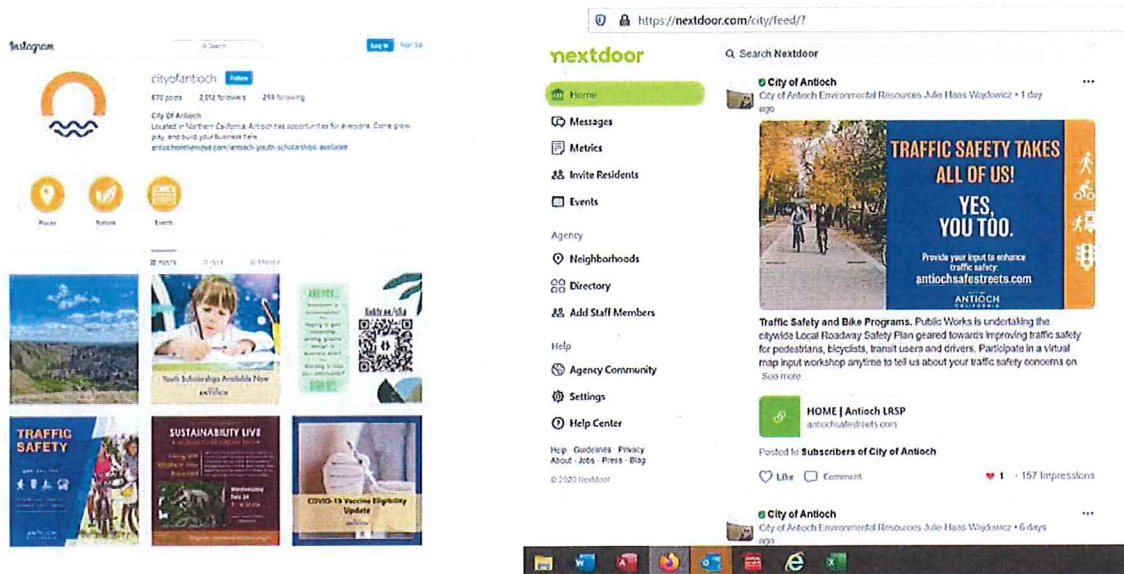
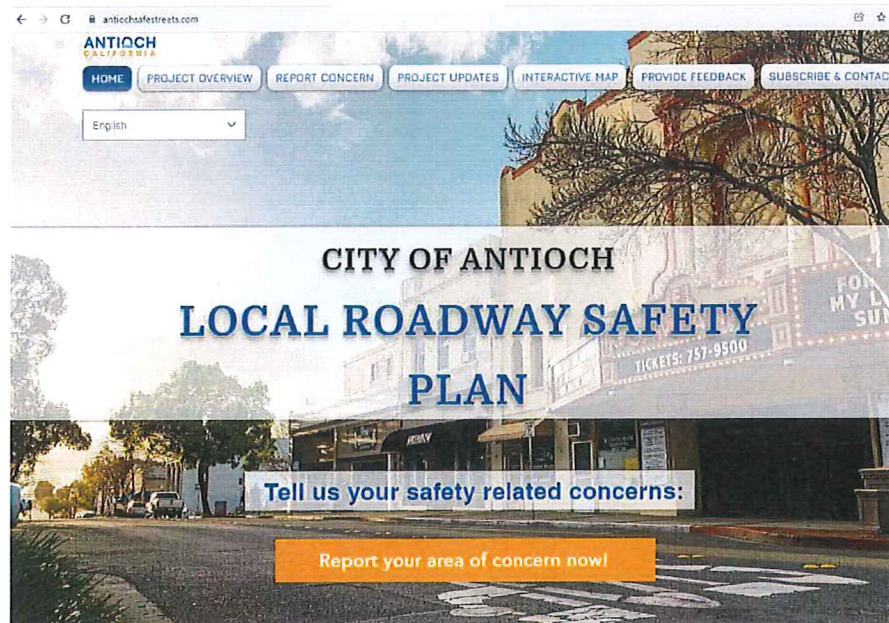
The City of Antioch's Traffic Calming Policy details a step by step process to respond to resident's complaints of speeding in residential neighborhoods. The plan concentrates on a number of countermeasures that are HSIP approved (such as striping, signage and speed feedback signs), and those that aren't (such as speed humps/cushions). The 85<sup>th</sup> percentile speeds collected as part of this policy will also be useful to the LRSP.

### **City of Antioch 5 Year Capital Improvements Program (2020-2025)**

The aim of the City of Antioch's Five Year Capital Improvement Program 2020-2025 is to assist the City in achieving the broad and comprehensive goals of the General Plan. The document consists of detailed project information, funded and unfunded, across a five year period. The projects listed under the sections of roadway improvements, parks and trails, and traffic signals will help to confirm traffic safety solutions for the LRSP.

### 3. OUTREACH EFFORT

Safety partners are vital to the development and implementation of an LRSP. For the development of this LRSP, a list of stakeholders were identified and engaged throughout the project timeline. This stakeholder and community outreach was supplemented by a project website with an interactive map tool platform ([www.antiochsafeststreets.com](http://www.antiochsafeststreets.com)). The project website was widely shared by the City on the City's website and social media. Below are some snapshots of posts shared across the project timeline.





### Stakeholder Outreach and Engagement

For Antioch, these include Antioch Public Works, Antioch Police Department, Contra Costa County Fire Protection, Tri Delta Transit, and Contra Costa Transportation Authority. A virtual stakeholder meeting among these departments/agencies was held on May 4, 2021 to review project goals and findings, and to solicit feedback from the group.

### Community Outreach

This outreach process was supplemented by a project website ([www.antiochsafestreets.com](http://www.antiochsafestreets.com)), with an interactive map tool platform. The interactive map was used to solicit input from Antioch residents outside the confines of traditional meetings. The map input platform was published for community input on December 1<sup>st</sup>, 2020 and on April 20, 2021. During this period 202 public comments were submitted regarding traffic safety issues. Other responses were collected through website, email correspondence, and social media comments. The most common responses were related to the following:

- Speeding
- Intersection Safety
- Pedestrian Safety

The most common commented on traffic safety issue was speeding, with 89 comments. The most common street with speeding issues were Hillcrest Avenue, Highway 4, James Donlon Boulevard, and Rocksprings Way. Intersection safety was the second most common commented on traffic safety issues, with 39 comments. The intersections of Candlewood Way/Prewett Ranch and Hillcrest Avenue/Highway 4 was the most commented on location with intersection safety issues. Other traffic safety issues include, pedestrian safety, stop sign/red light violations, bicycle safety and donuts. **Figure 2** summarizes the public comment findings. **Appendix B** lists all the comments as received.

Figure 2. Public Comments on Traffic Safety Issues

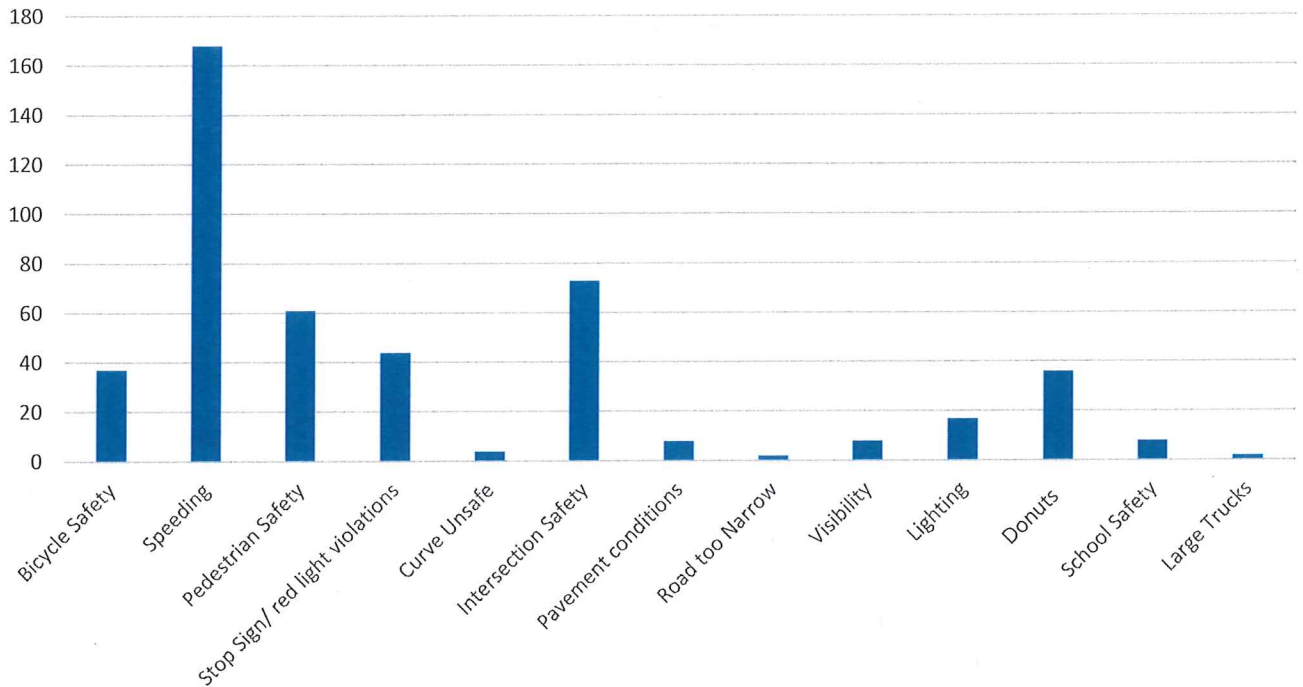


Figure 3. Map Input Responses





## 4. COLLISION DATA COLLECTION AND ANALYSIS

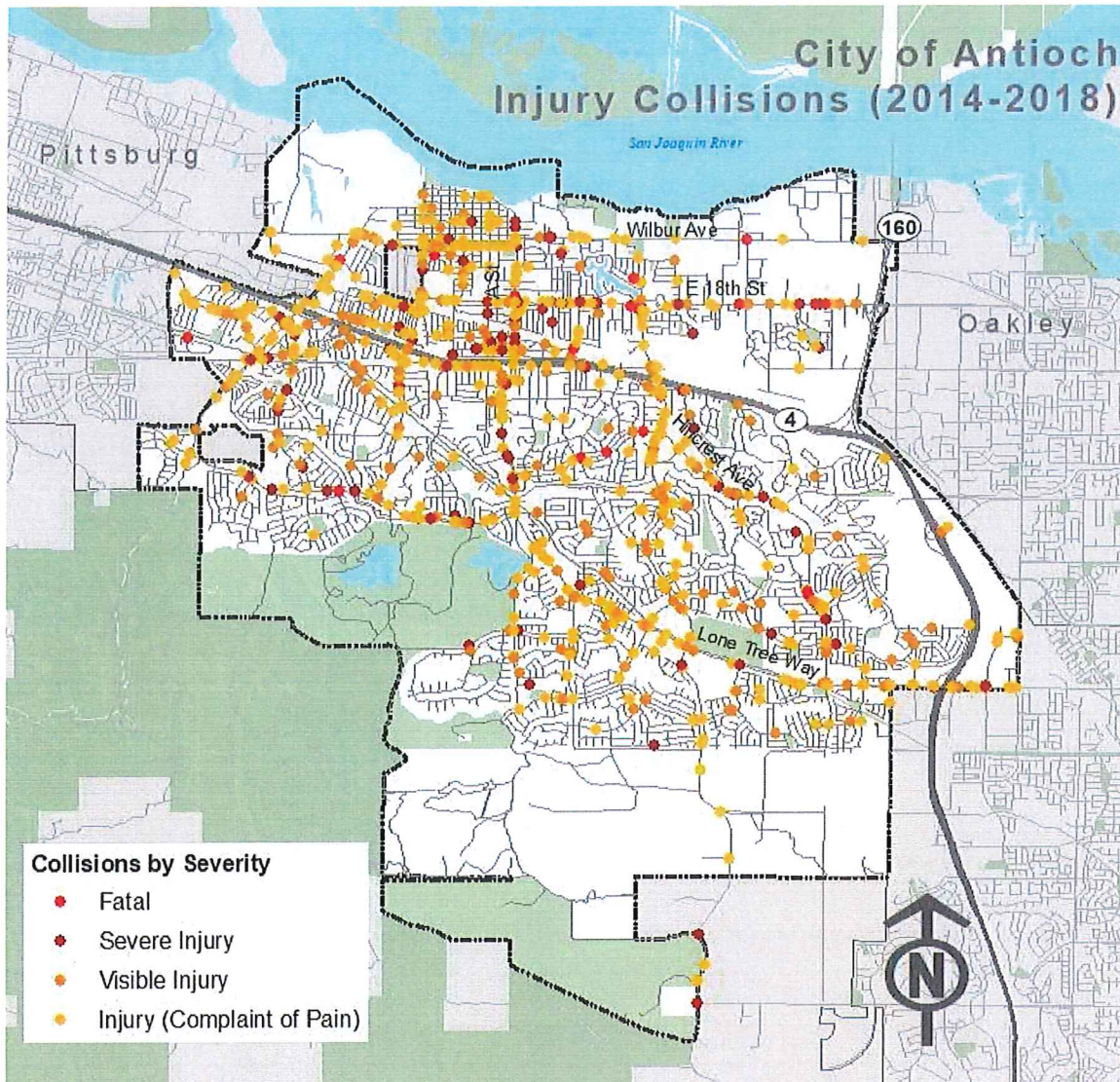
This chapter summarizes the results of a citywide collision analysis as part of the LRSP. Five years of collision data from 2014 to 2018 was analyzed. This chapter includes the following sections:

- Preliminary Collision Data Analysis
- Fatal and Severe Injury Collision Analysis
- Geographic Collision Analysis
- High Injury Network

The LRSP focuses on systematically identifying and analyzing safety issues and recommends appropriate safety improvements. The section starts with an analysis of citywide collisions of all severity, including Property Damage Only (PDO) collisions. Then, a detailed analysis was conducted for fatal and severe injury (KSI) collisions that have occurred on Antioch's roadways. The KSI collisions were then separated by facility type (i.e. based on collisions occurring on intersections and roadway segments) as the geometrics of roadway segments and intersections are different and are affected varying by different factors.

After this data was separated, a comprehensive evaluation was conducted based on factors such as collision severity, type of collision, primary collision factor, lighting, weather and time of the day. **Figure 4** illustrates all the injury collisions that have occurred in Antioch from 2014 to 2018.

Figure 4. All Injury Collisions on City Roadways (2014-2018)



Collision data helps to understand different factors that might be influencing collision patterns and leading to collisions in a given area. For the purpose of this analysis, a five-year city-wide collision data, from 2014 to 2018 was retrieved from Transportation Injury Mapping System (TIMS) and Statewide Integrated Traffic Records System (SWITRS). The collision data was analyzed and plotted in ArcMap to identify high-risk intersections and roadways segments.

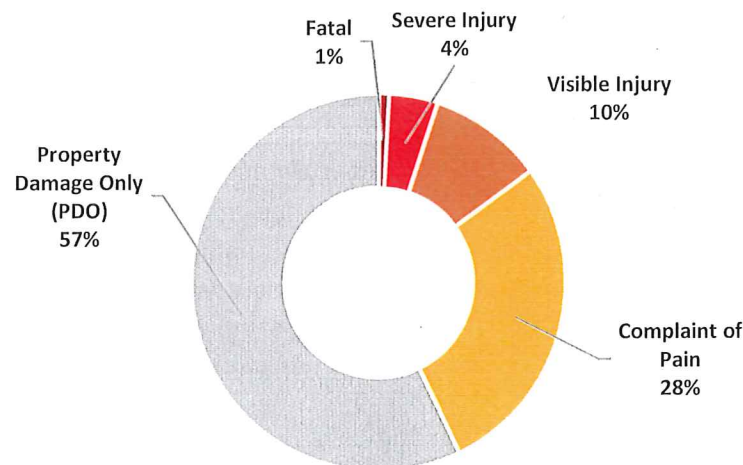


## Preliminary Collision Data Analysis

### Collision Classification

There were a total of 2,920 collisions reported City-wide from 2014 to 2018. Out of these 2,920 collisions, 1,667 collisions (57%) were PDO collisions, 815 collisions (28%) led to complaint of pain, and 291 collisions (10%) led to a visible injury. There were 147 KSI collisions (5% of total) out of which, 122 collisions (4%) led to a severe injury and 25 collisions (1%) led to a fatality. **Figure 5** illustrates the classification of all collisions based on severity.

Figure 5. Collisions by Severity in Antioch



The analysis first includes a comparative evaluation between all collisions and KSI collisions, based on various factors including but not limited to: collision trend, primary collision factor, collision type, facility type, motor vehicle involved with, weather, lighting, and time of the day. Following this, a comprehensive analysis is conducted for only KSI collisions. KSI collisions cause the most damage to those affected, infrastructure and the aftermath of these collisions lead to great expenses for City administration. The LRSP process thus focuses on these collision locations to proactively identify and counter their respective safety issues.

The collision data was separated by facility type, i.e. based on collisions occurring on intersections and roadway segments. For the purposes of the analysis, a collision was said to have occurred at an intersection if it occurred within 250 feet of it. The reported collisions categorized by facility type and collision severity are presented in **Table 2**.

Table 2. Collisions by Severity and Facility Type in Antioch

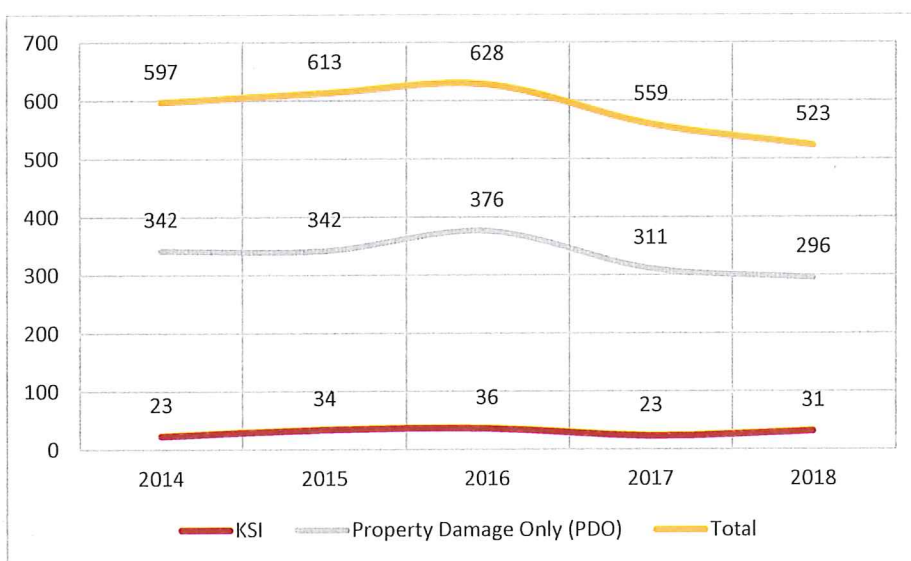
Collision Severity	Roadway Segment	Intersection	Total
Fatal	8	17	25
Severe Injury	20	102	122
Visible Injury	49	242	291
Complaint of Pain	124	691	815
Property Damage Only (PDO)	237	1,430	1,667
<b>Total</b>	<b>438</b>	<b>2,482</b>	<b>2,920</b>

## Year Trend

For collisions of all severity, the number increased from 2014 to 2016 and then decreased in 2017 and 2018. The highest number of collisions (628 collisions) were observed in 2016 and the lowest number of collisions (523) were observed in 2018.

A total of 147 KSI collisions occurred in the City during the study period. They were observed to be the lowest (23 collisions) in 2014 and 2017. Overall, KSI collisions were observed to rise from 2014 to 2016, before decreasing in 2017, then increasing in 2018. The highest number of KSI collisions (36 collisions) occurred in the year 2016. **Figure 6** illustrates the five-year collision trend for all collisions, KSI collisions and also PDO collisions.

Figure 6. Five-Year Collision Trend



### Intersection vs. Roadway Collisions

Considering all collisions, it was observed that 15% (438 collisions) occurred on roadway segments whereas 85% (2,482 collisions) occurred at intersections. When only KSI collisions are considered, it was observed that 19% (28 collisions) occurred on roadway segments whereas 81% (119 collisions) occurred at intersections. This classification by facility type can be observed in **Figure 7** and **Figure 8**.

Figure 7. Intersection vs. Roadway Segment Collisions – All Collisions

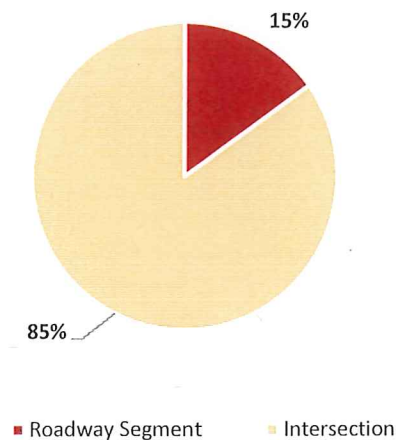
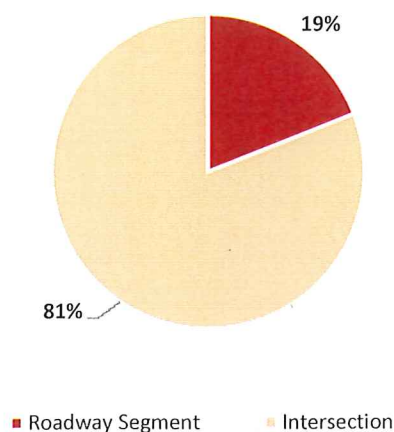


Figure 8. Intersection vs. Roadway Segment Collisions – Killed or Severe Injury Collisions

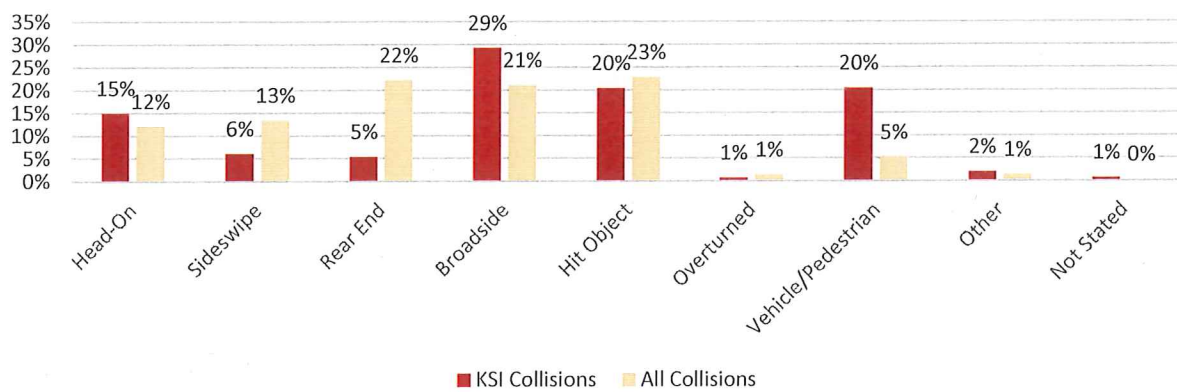




## Collision Type

Considering all collisions, the most commonly occurring collision types were hit object collisions (23%), rear-end collisions (22%) and broadside collisions (21%). When only KSI collisions were considered, the most commonly occurring collision types were broadside (29%), hit object (20%) and vehicle-pedestrian (20%). **Figure 9** illustrates the collision type for all collisions as well as KSI collisions.

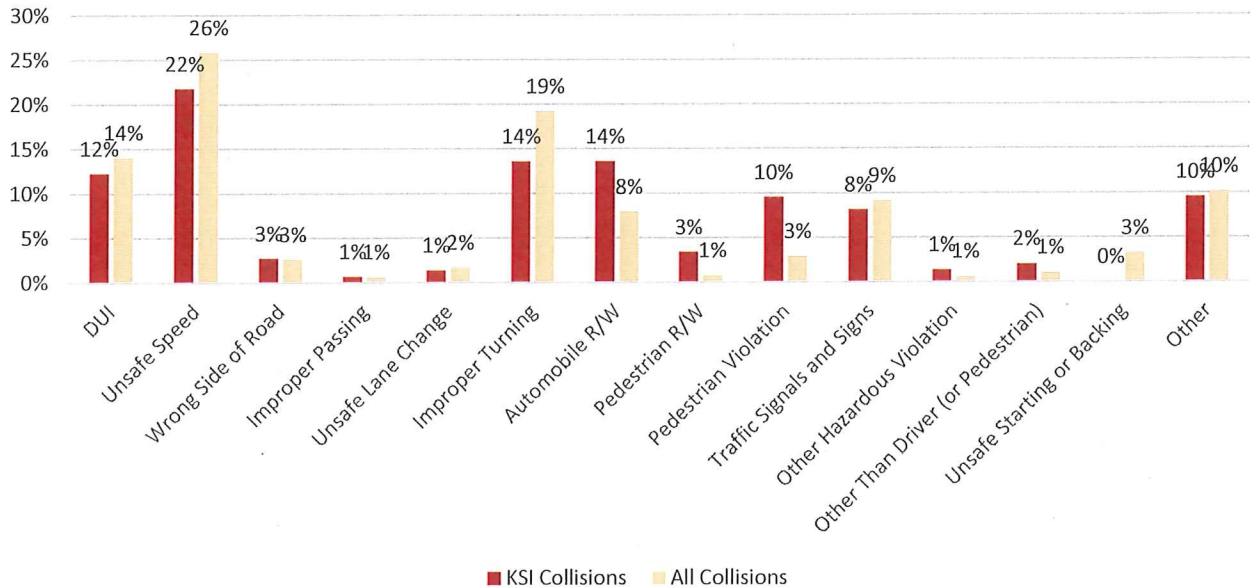
Figure 9. Collision Type: All Collisions vs. KSI Collisions



## Primary Collision Factor

For all collisions, unsafe speed (26%) was the most common primary collision factor, followed by improper turning (19%) and driving under influence (14%). Similar collision factors were observed for KSI collisions. Additionally, pedestrian violation was also one of the major collision factors observed for KSI collisions. **Figure 10** illustrates the primary collision factor for all collisions and KSI collisions.

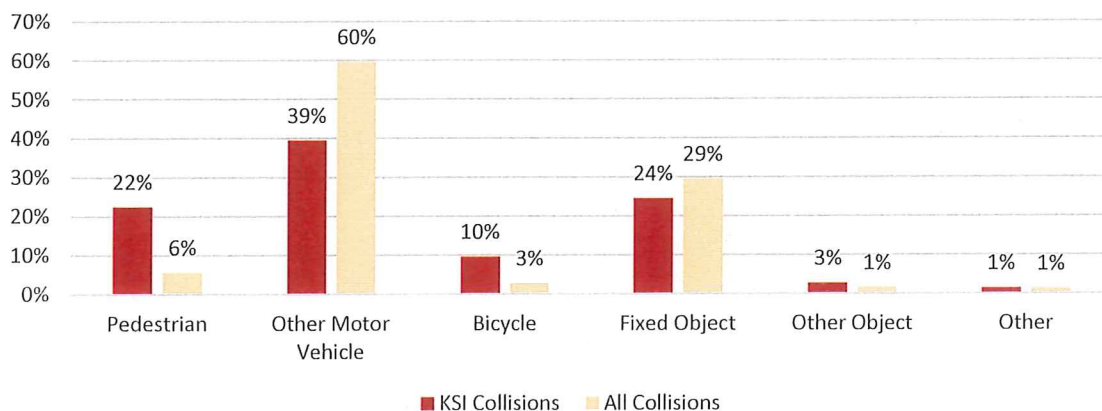
Figure 10. Primary Collision Factor: All Collisions vs. KSI Collisions



## Motor Vehicle – Motor Vehicle Collisions

Considering all collisions, 60% of the collisions are motor vehicle involved with other motor vehicle collisions. The remaining collisions include motor vehicle involved with fixed object (29%), motor vehicle involved with pedestrian (6%) and motor vehicle involved with a bicyclist (3%). For KSI collisions, 36% of the collisions occurred where motor vehicles were involved with other motor vehicles, 22% of the collisions involved pedestrians, 24% of the collisions involved fixed objects and 10% of the collisions involved a bicycle. **Figure 11** illustrates the percentage for all collisions as well as KSI collisions.

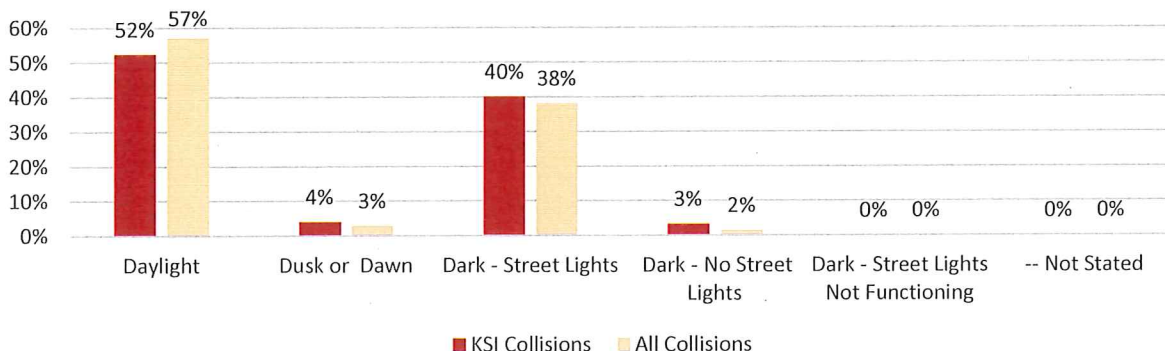
Figure 11. Motor Vehicle Involved With: All Collisions vs. KSI Collisions



## Lighting

For collisions of all severity, 57% of collisions occurred in daylight and 38% of collisions occurred in the dark on streets with street lights. Similar trends were observed for KSI collisions, where 40% of collisions occurred in the dark on streets with street lights and 52% of collisions occurred in daylight. **Figure 12** illustrates the lighting condition for all collisions and KSI collisions.

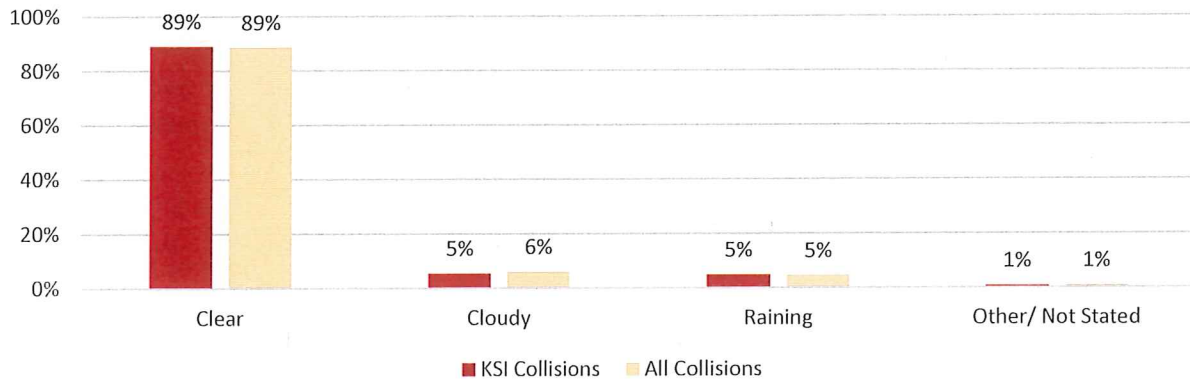
Figure 12. Lighting Conditions: All Collisions vs. KSI Collisions



## Weather

89% of all collisions occurred during clear weather conditions, 6% of collisions occurred during cloudy weather conditions, and 5% occurred during rainy weather conditions. For KSI collisions, 89% of the collisions occurred during clear weather conditions, 5% of the collisions occurred in cloudy conditions and 5% occurred during rainy weather conditions. **Figure 13** illustrates the percentage distribution of weather conditions during occurrence of collisions of all severity as well as KSI collisions.

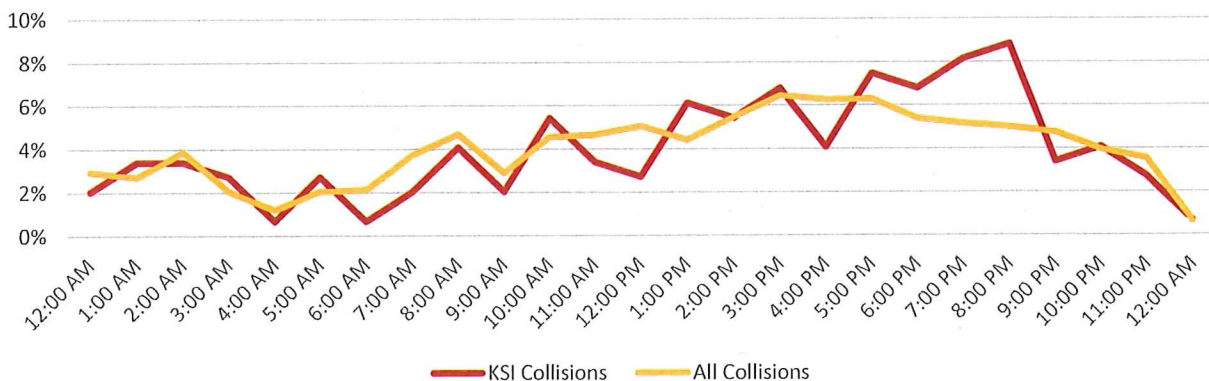
Figure 13. Weather Conditions: All Collisions vs. KSI Collisions



## Time of the Day

For collisions of all severity, the highest number of collisions occurred between 3:00 p.m. to 4:00 p.m. (7%) and the lowest number of collisions occurred between 4:00 a.m. to 5:00 a.m. For all KSI collisions, maximum number (9%) of collisions occurred between 8:00 p.m. to 9:00 p.m. and the minimum number of collisions occurred between 4:00 am to 5:00 a.m. **Figure 14** illustrates the percentage of collisions occurring during the day for all collisions as well as KSI collisions.

Figure 14. Time of the Day: All Collisions vs. KSI Collisions

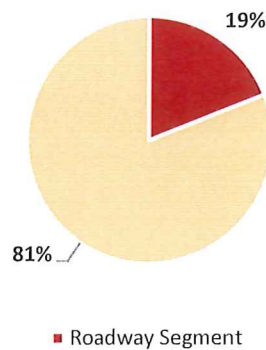




## Killed or Severe Injury (KSI) Collision Analysis

This section describes a detailed collision analysis performed for KSI collisions occurring at roadway segments and intersections in the City of Antioch. Of the total 147 KSI collisions that occurred in the City, 119 collisions (81%) occurred at intersections and 28 collisions (19%) occurred at roadway segment locations. This distribution is illustrated in **Figure 15**.

Figure 15. KSI Collisions: Roadway Segments and Intersections



The detailed collision analysis is effective for identifying high-risk locations by evaluating a shorter list of collisions that have led to a fatality or a severe injury. Collisions have been segregated by facility type and further analyzed taking into account the following five collision attributes:

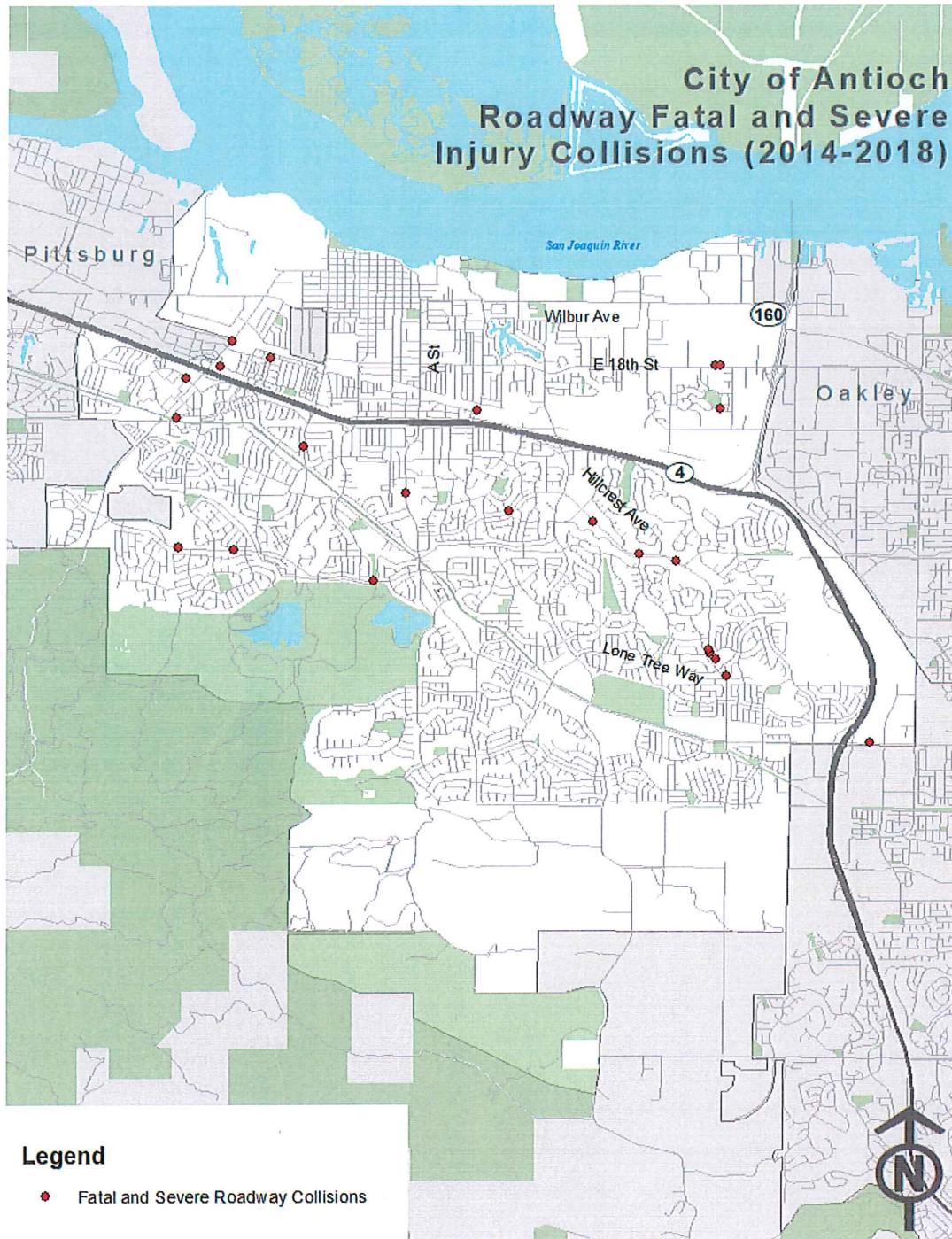
- Violation Category
- Collision Type
- Lighting Conditions
- Weather Conditions
- Time of the Day

### Roadway Segment Analysis

A total of 28 KSI collisions occurred on roadway segments between 2014 and 2018. **Figure 16** illustrates the roadway segment collisions that occurred in the City from 2014 to 2018.



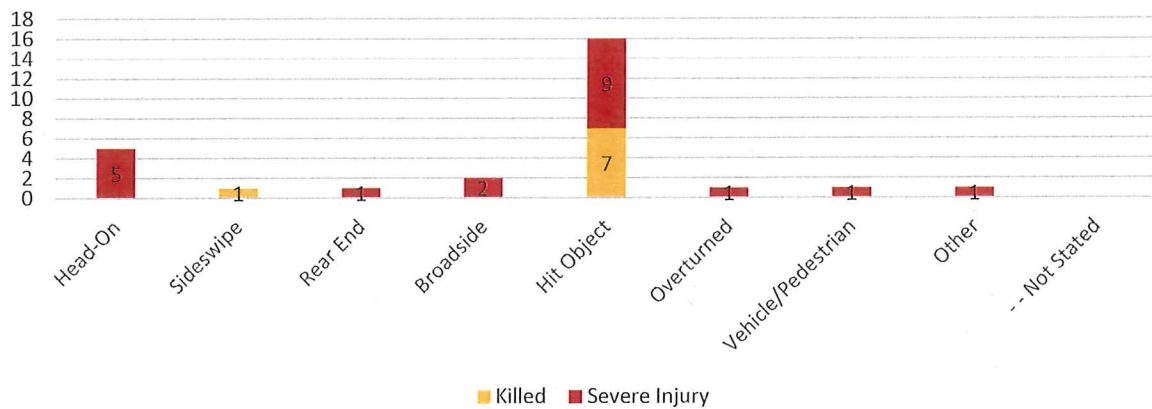
Figure 16. Roadway KSI Collisions



## Collision Type and Severity

For all the roadway segment collisions that led to a fatality or severe injury, there were 16 hit object collisions (57%), five head-on collisions (18%) and two broadside collisions (7%). **Figure 17** illustrates the type of collision as well as the resulting severity for KSI collisions on roadway segments.

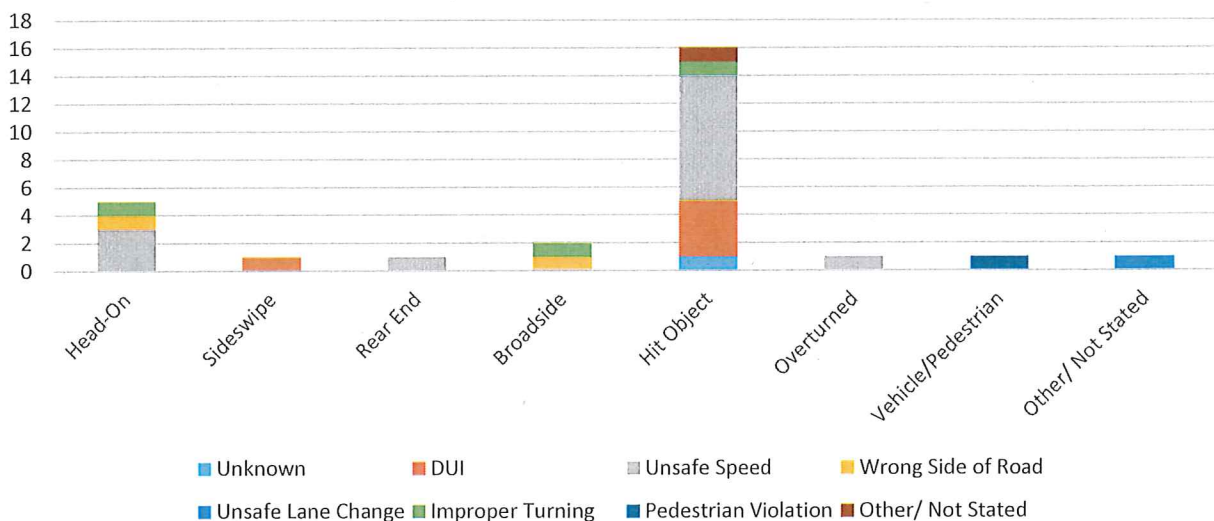
Figure 17. Collision Type for KSI Collisions on Roadway Segments



## Violation Category and Collision Type

For all the roadway segment collisions that led to a fatality or severe injury, there were 14 unsafe speed collisions (50%), five DUI collisions (18%) and three improper turning collisions (11%). The results, with collision type, are shown in **Figure 18**.

Figure 18. Distribution of Violation Categories for KSI Collisions on Roadway Segments

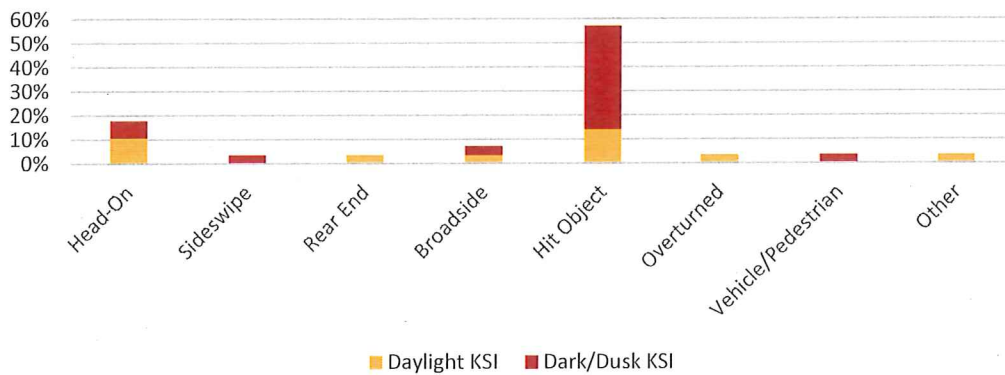




## Lighting Condition and Collision Type

For all KSI collisions occurring at roadway segments, 12 (43%) of them occurred during nighttime or dusk and was a hit object collision. Three collisions resulted in a fatal or severe collisions occurred during the daylight and was a head-on collision. **Figure 19** illustrates the lighting condition and the collision type as observed for KSI collisions occurring on roadway segments.

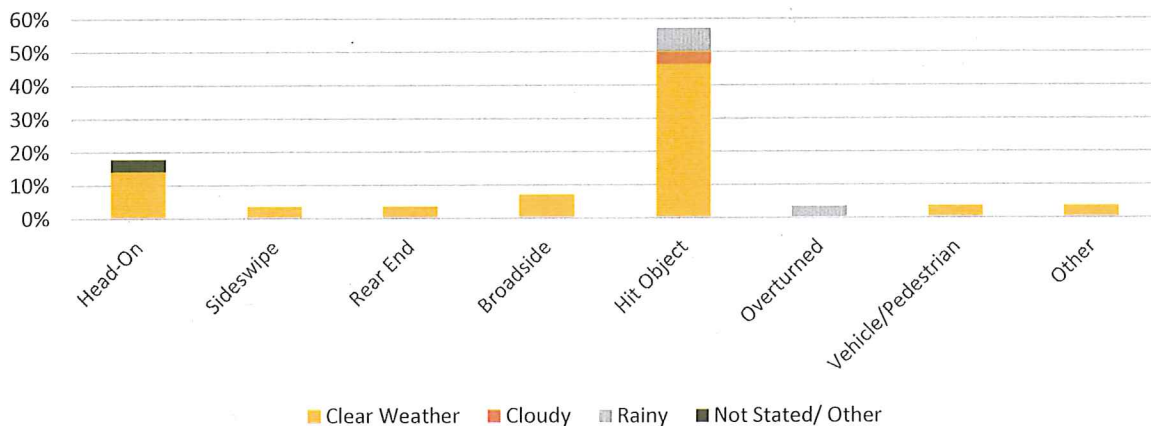
Figure 19. Lighting Conditions for KSI Collisions on Roadway Segments



## Weather Condition and Collision Type

For all KSI collisions occurring at roadway segments, 23 (82%) of them occurred during clear weather conditions. The weather conditions for the rest of the collisions were rainy, cloudy or not stated. **Figure 20** illustrates the weather condition and the type of collision for all fatal and severe injury collisions that occurred on roadway segments.

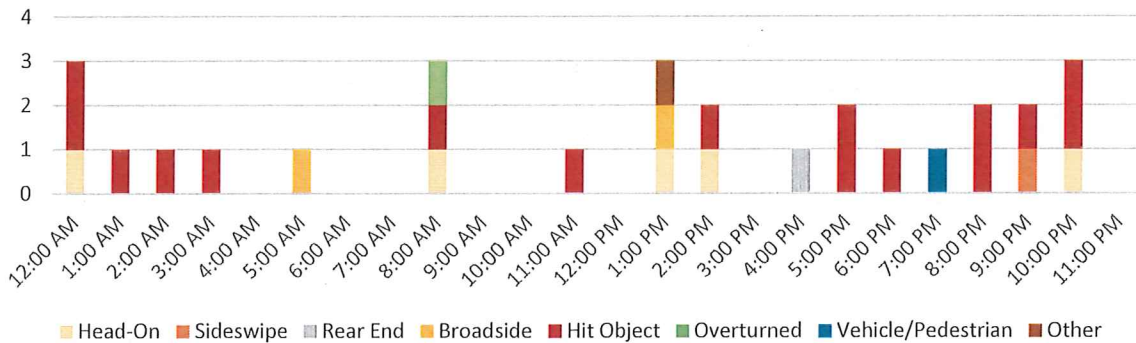
Figure 20. Weather Conditions for KSI Collisions on Roadway Segments



## Time of the Day and Collision Type

For all the KSI collisions that occurred on roadway segments, 16 of them were hit object collisions, that occurred primarily in the early morning (prior to 4:00 a.m.) and at night after 5:00 p.m. **Figure 21** illustrates the collision type by the time of the day for all roadway segment collisions.

Figure 21. KSI Collisions on Roadway Segments by Time of the Day

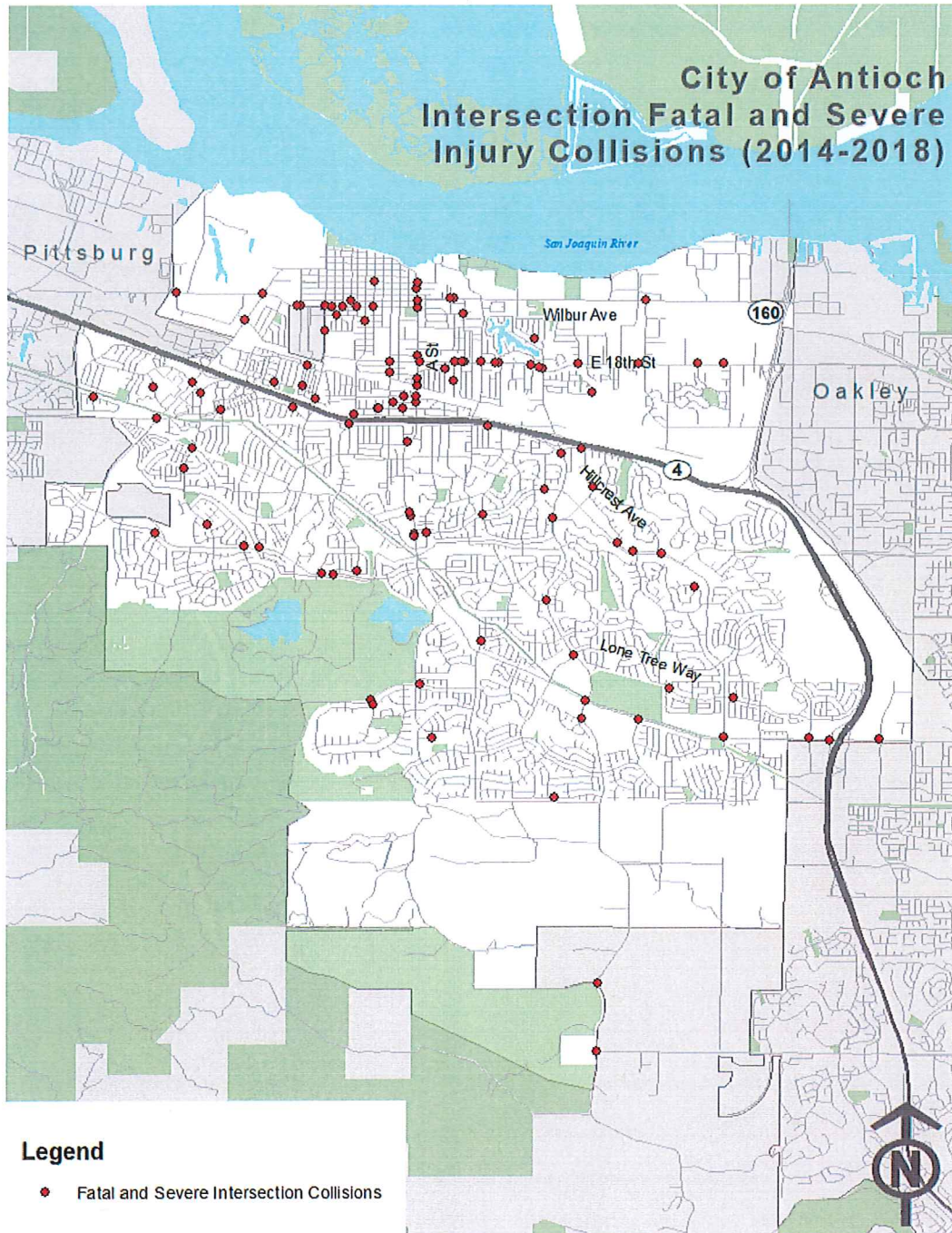


## Intersection Analysis

There were a total of 119 KSI Collisions that occurred at intersections. **Figure 22** illustrates all the KSI collisions that have occurred at intersections in the City during the study period.



Figure 22. Intersection KSI Collisions

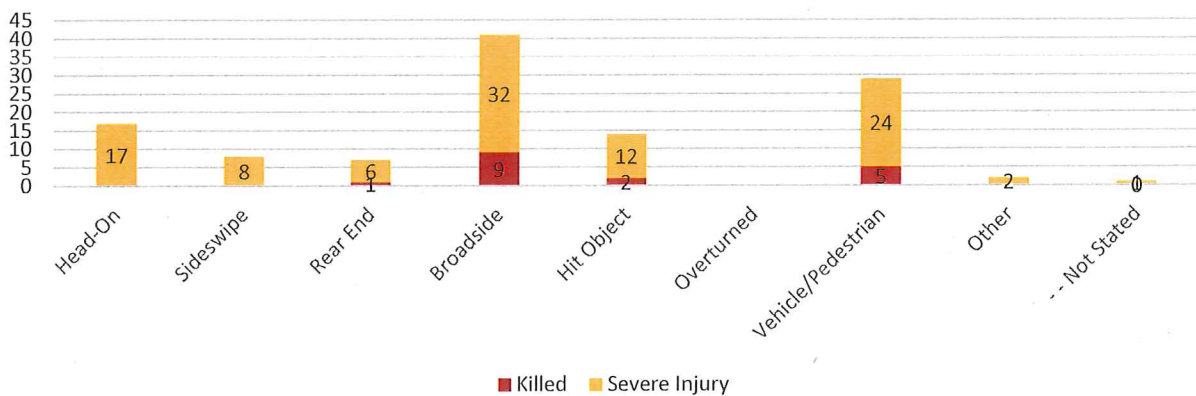




### Collision Type and Severity

Examining which collision types led to KSI collisions at intersections can help to identify the appropriate countermeasures. Broadside collisions and vehicle pedestrian collisions were the most prominent collision types that led to KSI collisions, as shown in **Figure 23**. Hit-object, vehicle-pedestrian, broadside and rear-end collisions have led to fatal collisions.

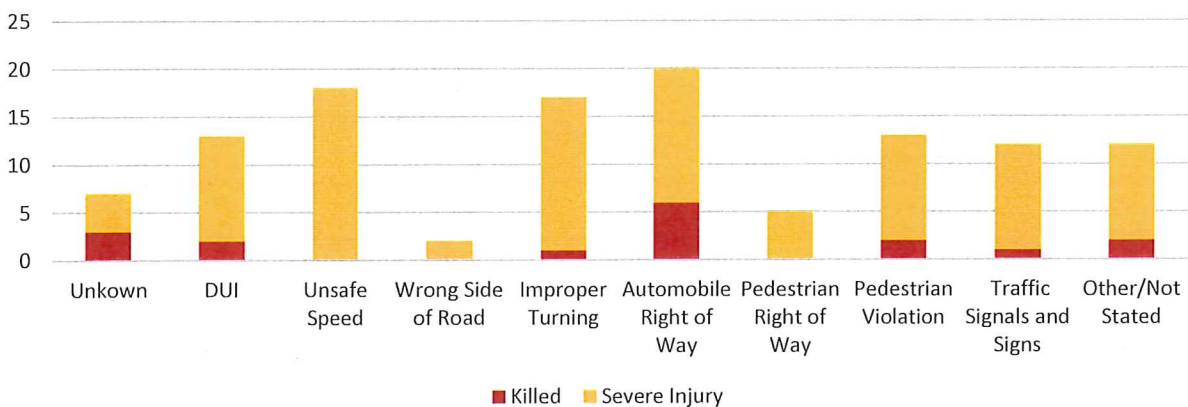
Figure 23. Collision Type with Severity for KSI Collisions at Intersections



### Violation Category and Collision Type

Examining the violation category in combination with the collision type can help to understand the factors that lead to certain collision types; and identify which countermeasures are most appropriate. The violation category that caused the highest number of fatal and severe injury collisions at intersections was auto right-of-way violation followed by unsafe speed and improper turning. The results are shown in **Figure 24**.

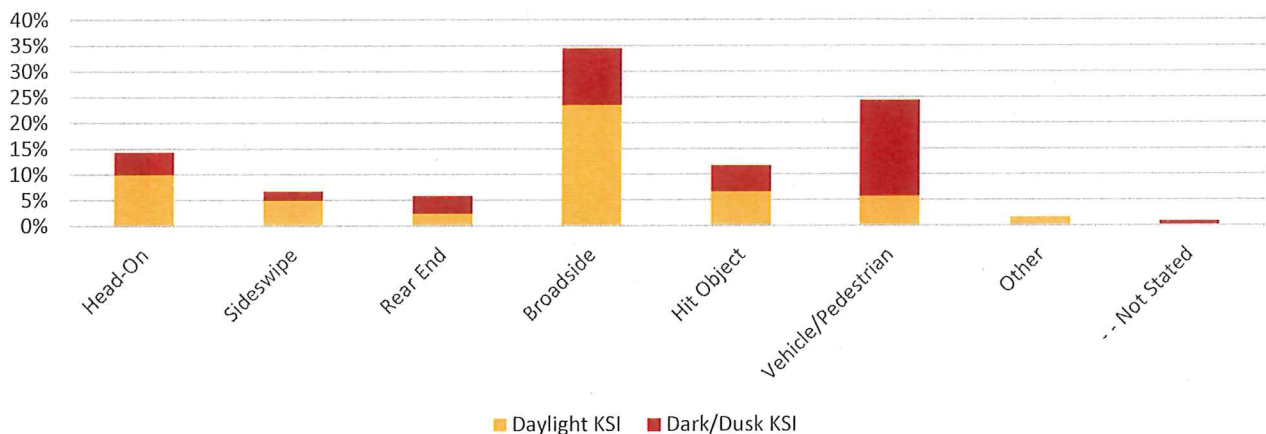
Figure 24. Violation Categories for KSI Collisions at Intersections



## Lighting Condition and Collision Type

Lighting conditions affect the visibility at intersections for approaching vehicles. For all KSI collisions at intersections, 55% occurred during daylight and 45% occurred in the dark or dusk/dawn. The most commonly occurring collision type, broadside, occurred during the daylight. **Figure 25** represents the distribution of collision type according to the lighting conditions present.

Figure 25. Lighting Conditions for KSI Collisions at Intersections

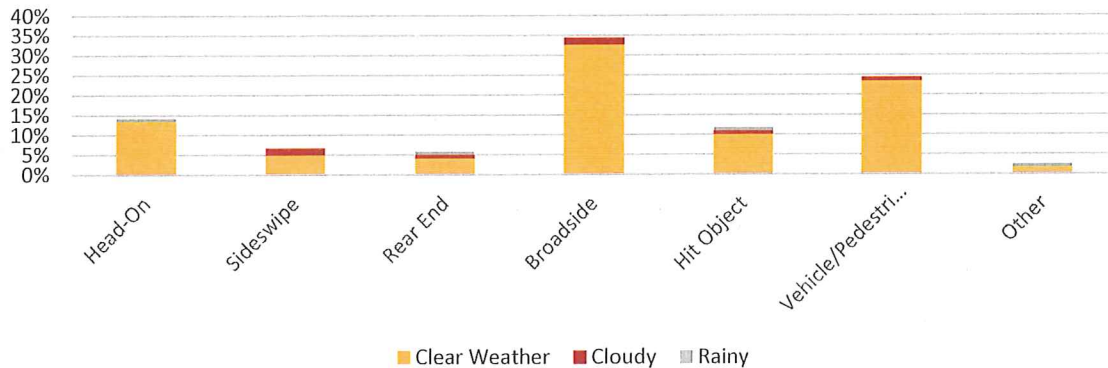


It's worth noting that vehicle/pedestrian collisions occurred in the dark at locations with functioning and non-functioning streetlights when visibility of the object or pedestrian may have been obscured. While it cannot be known if the fact the streetlights were not functioning contributed to a specific collision; however, the importance of proper maintenance of street lighting cannot be overstated.

## Weather Condition and Collision Type

A total of 91% of collisions occurred during clear weather conditions, 6% of collisions occurred during cloudy weather, and 3% collisions occurred during rainy weather conditions, for intersection collisions that resulted in a fatality or severe injury, as shown in **Figure 26**.

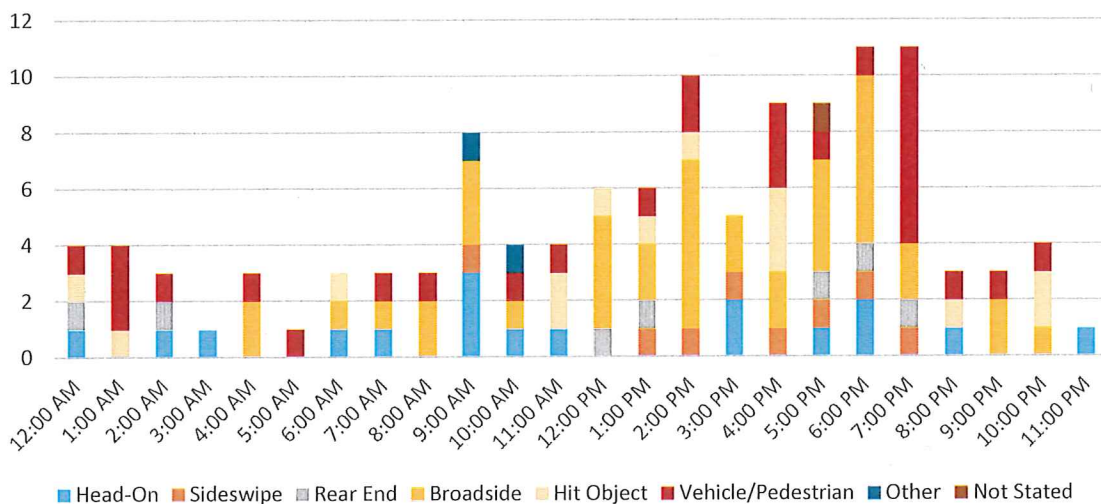
Figure 26. Weather Conditions for KSI Collisions at Intersections



## Time of the Day and Collision Type

The most prominent time period for KSI collisions at intersections was observed to be between 6:00 p.m. to 8:00 p.m. (18%) as shown in **Figure 27**. Other prominent collision times were between 2:00 p.m. to 3:00 p.m. (8%) and 9:00 a.m. to 10:00 a.m. (7%). Broadside and vehicle-pedestrian were the most prominently observed collision type during hours when maximum number of collisions occurred. About 46% crashes have occurred between 2:00 p.m. to 8:00 p.m. in the evening.

Figure 27. KSI Collisions at Intersections by Time of Day





### Geographic Collision Analysis

This section describes a detailed geographic collision analysis performed for injury collisions occurring at roadway segments and intersections in the City of Antioch. The above collision analysis was used to identify five main collision factors that highlight the top trends among collisions in Antioch. These five collision factors were identified to be unsafe speed collisions, pedestrian collisions, broadside collisions, hit object collisions and night time conditions collisions.

#### ***Unsafe Speed Collisions***

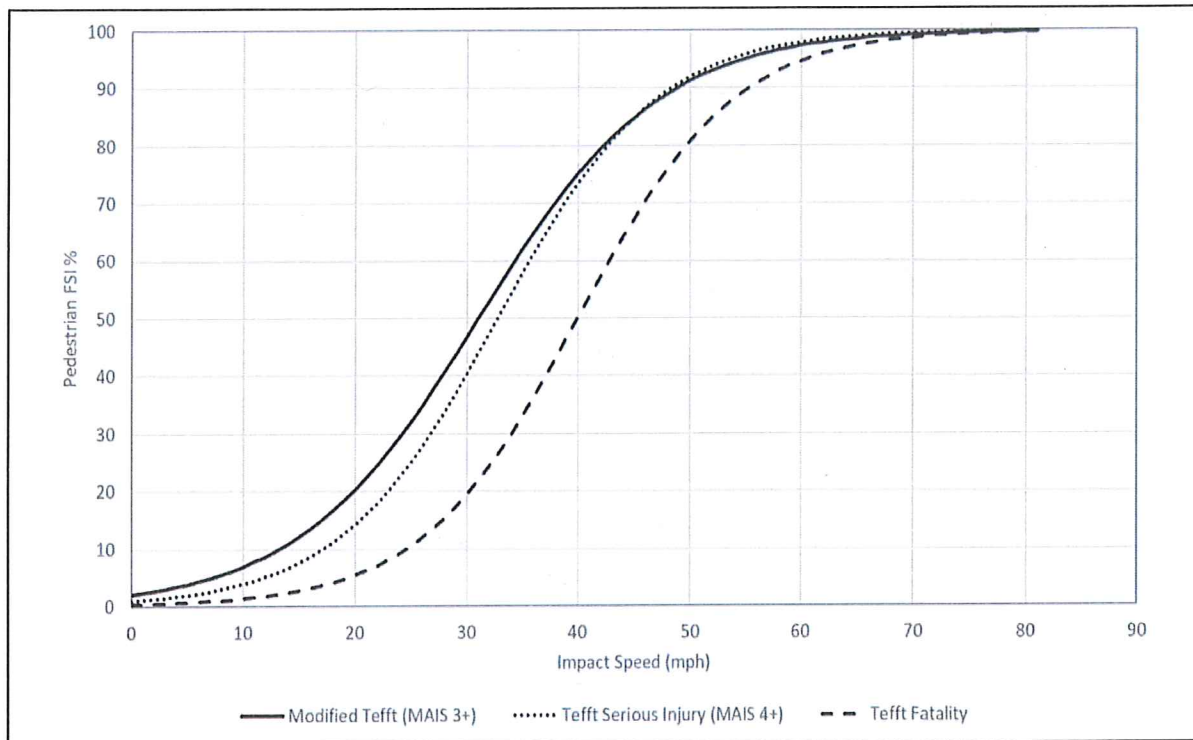
For all injury collisions in Antioch, 26% were unsafe speed collisions. **Figure 28** shows the distribution of unsafe speed collisions throughout Antioch between 2014 and 2018. Lone Tree Way, James Donlon Boulevard, and Hillcrest Avenue have a higher concentration of unsafe speed collisions, compared to other Antioch roads.

#### ***Pedestrian Collisions***

**Figure 29** shows the probability of an auto-pedestrian crash being fatal or imparting serious or severe injuries to the pedestrian. The values for children and the elderly are higher. The term "Tefft" refers to the 2011 technical report "Impact Speed and a Pedestrian's Risk of Severe Injury or Death" authored by Brian C. Tefft for the AAA Foundation for Traffic Safety. The term MAIS refers to Maximum Abbreviated Injury Scale, a globally accepted and widely used trauma scale used by medical professionals. It provides an objective and reliable basis for data collection and international comparisons. The injury score is determined at the hospital with the help of a detailed classification key. A MAIS score of 1 is considered minor injuries treatable by first aid or a minor emergency clinic. A MAIS score of 2 is considered moderate injuries requiring emergency room treatment but not requiring hospitalization for full recovery. A MAIS of 3 is considered serious and described as reversible injuries with hospitalization required. A MAIS of 4 is considered severe and life threatening and not fully recoverable without care. A MAIS of 5 is critical and described as non-reversible injuries and not fully recoverable even with medical care. A MAIS score of 6 is considered virtually unsurvivable and fatal.



Figure 28. Auto-Pedestrian Crash: Probability of Pedestrian Suffering Serious Injury or Death (Federal Highway Administration)



The collision data revealed that 22% of KSI collisions involved a pedestrian, compared to just 6% of all collisions. **Figure 30** shows the distribution of pedestrian collisions throughout Antioch between 2014 and 2018. West 18th Street, near Antioch High School, West 10th Street, Lone Tree Way, and Somersville Road have a higher concentration of pedestrian collisions, compared to other Antioch roads.

### **Broadside Collisions**

For KSI collisions in Antioch, 29% were broadside collisions. **Figure 31** shows the distribution of broadside collisions throughout Antioch between 2014 and 2018. East 18th Street, Lone Tree Way, and Country Hills Drive have a higher concentration of broadside collisions, compared to other Antioch roads.

### **Hit-Object Collisions**

For all injury collisions in Antioch, 23% of collisions were hit-object collisions. **Figure 32** shows the distribution of hit object collisions throughout Antioch between 2014 and 2018. Hillcrest Avenue and James Donlon Boulevard have a higher concentration of hit-object collisions, compared to other Antioch roads.

### ***Nighttime Collisions***

The data analysis showed that 44% of KSI collisions occurred during nighttime. **Figure 33** shows the distribution of nighttime collisions throughout Antioch between 2014 and 2018. The Office of Traffic Safety ranked Antioch 31st out of 58 similar California cities with high levels of nighttime collisions (one being the highest, or worst)<sup>1</sup>.

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<sup>1</sup> Year 2019 Annual Ranking, [https://www.ots.ca.gov/media-and-research/crash-rankings-results/?wpv-wpcf-year=2019&wpv-wpcf-city\\_county=Antioch&wpv\\_filter\\_submit=Submit](https://www.ots.ca.gov/media-and-research/crash-rankings-results/?wpv-wpcf-year=2019&wpv-wpcf-city_county=Antioch&wpv_filter_submit=Submit), accessed on April 22, 2022



Figure 29. Unsafe Speed Collisions

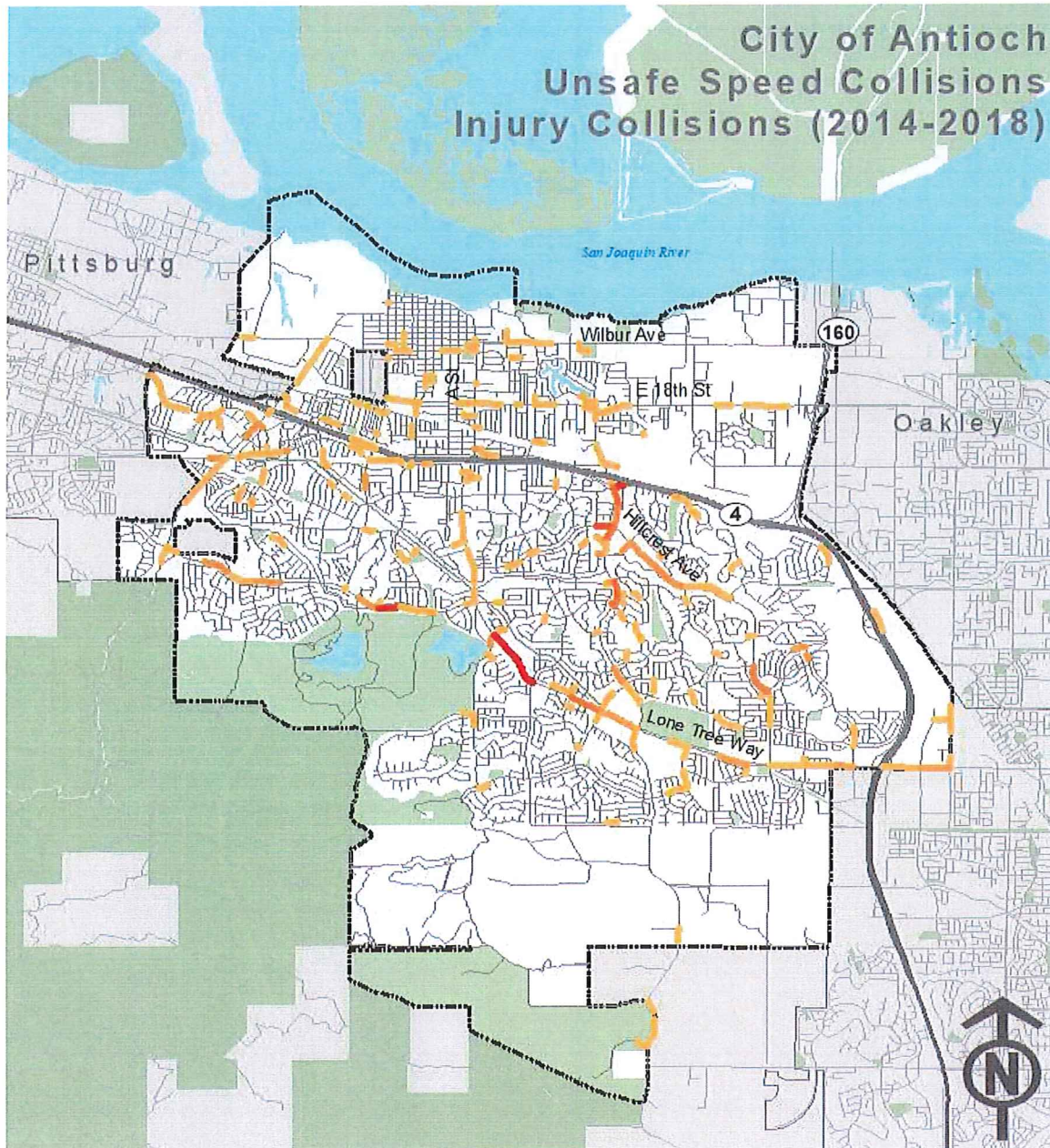




Figure 30. Pedestrian Collisions

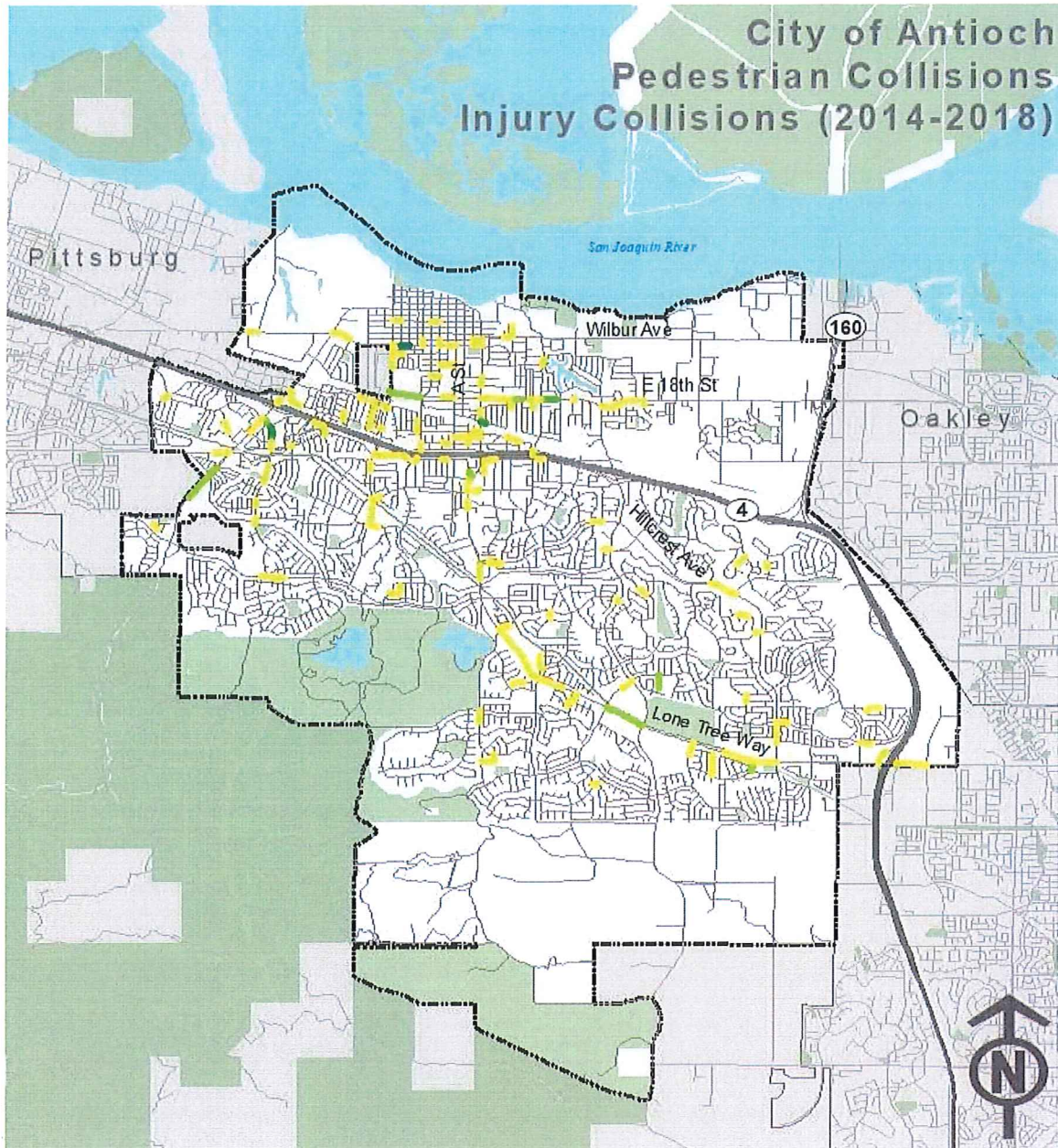




Figure 311. Broadside Collisions

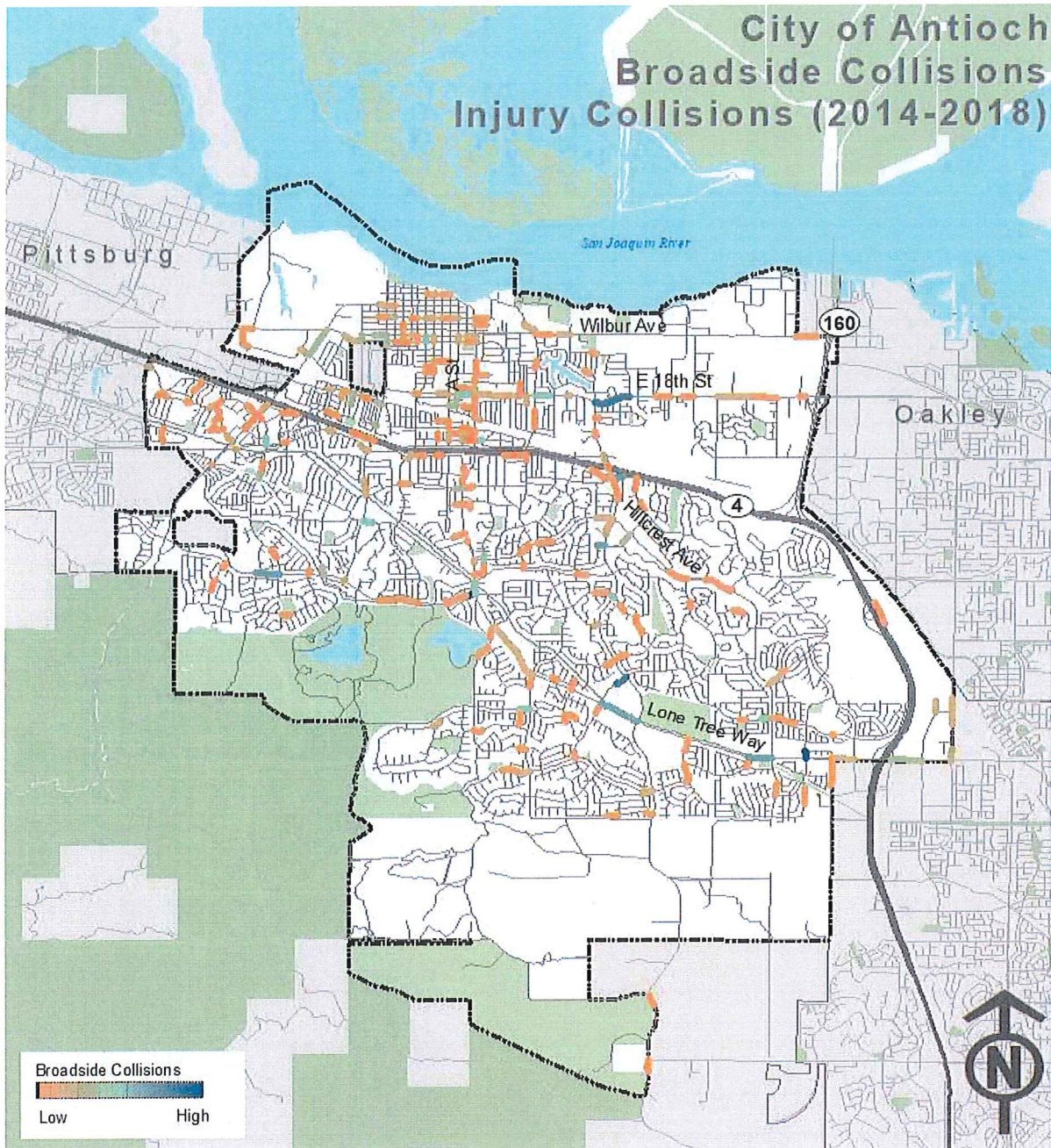




Figure 32. Hit Object Collisions

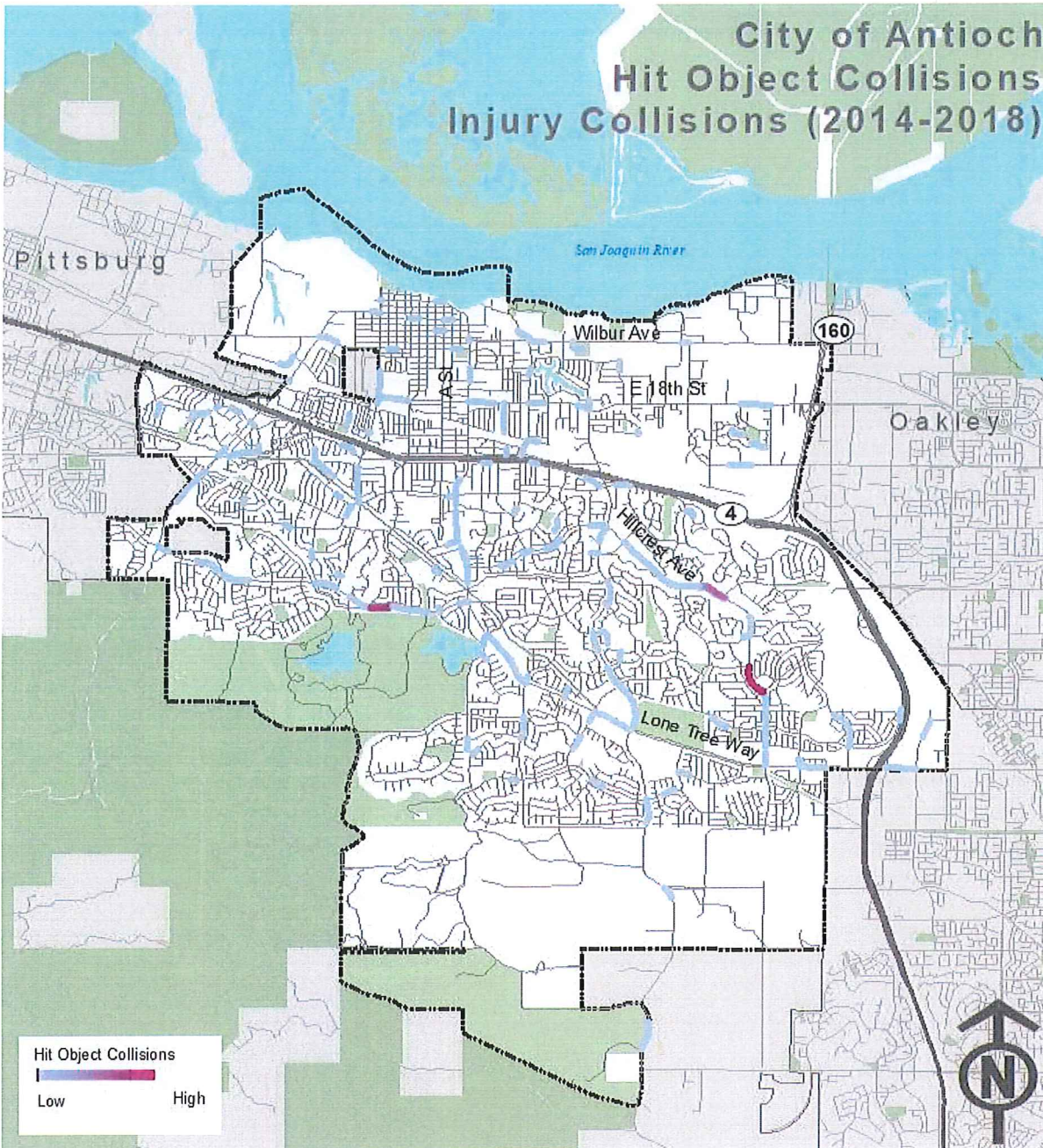
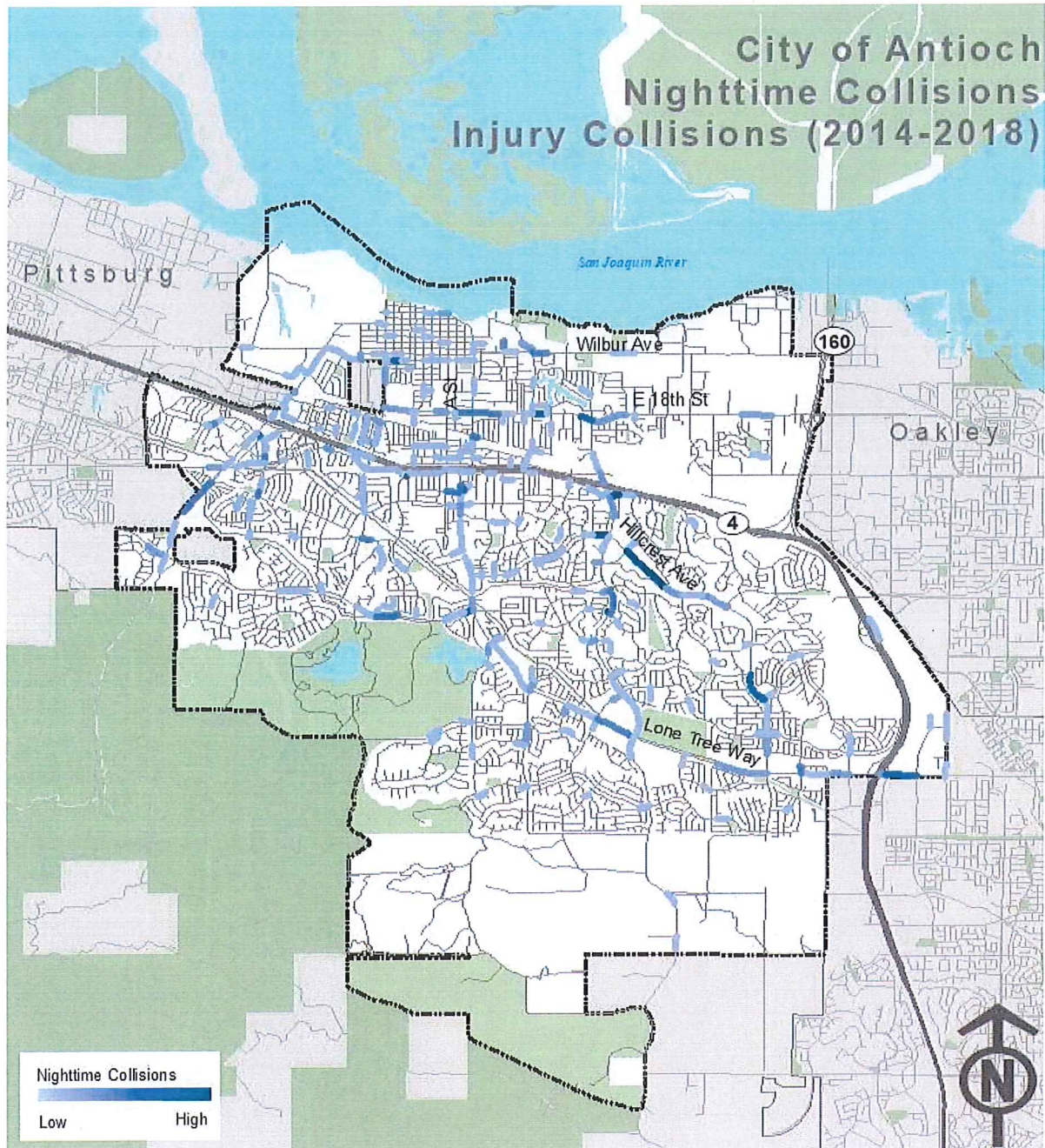




Figure 323. Nighttime Collisions

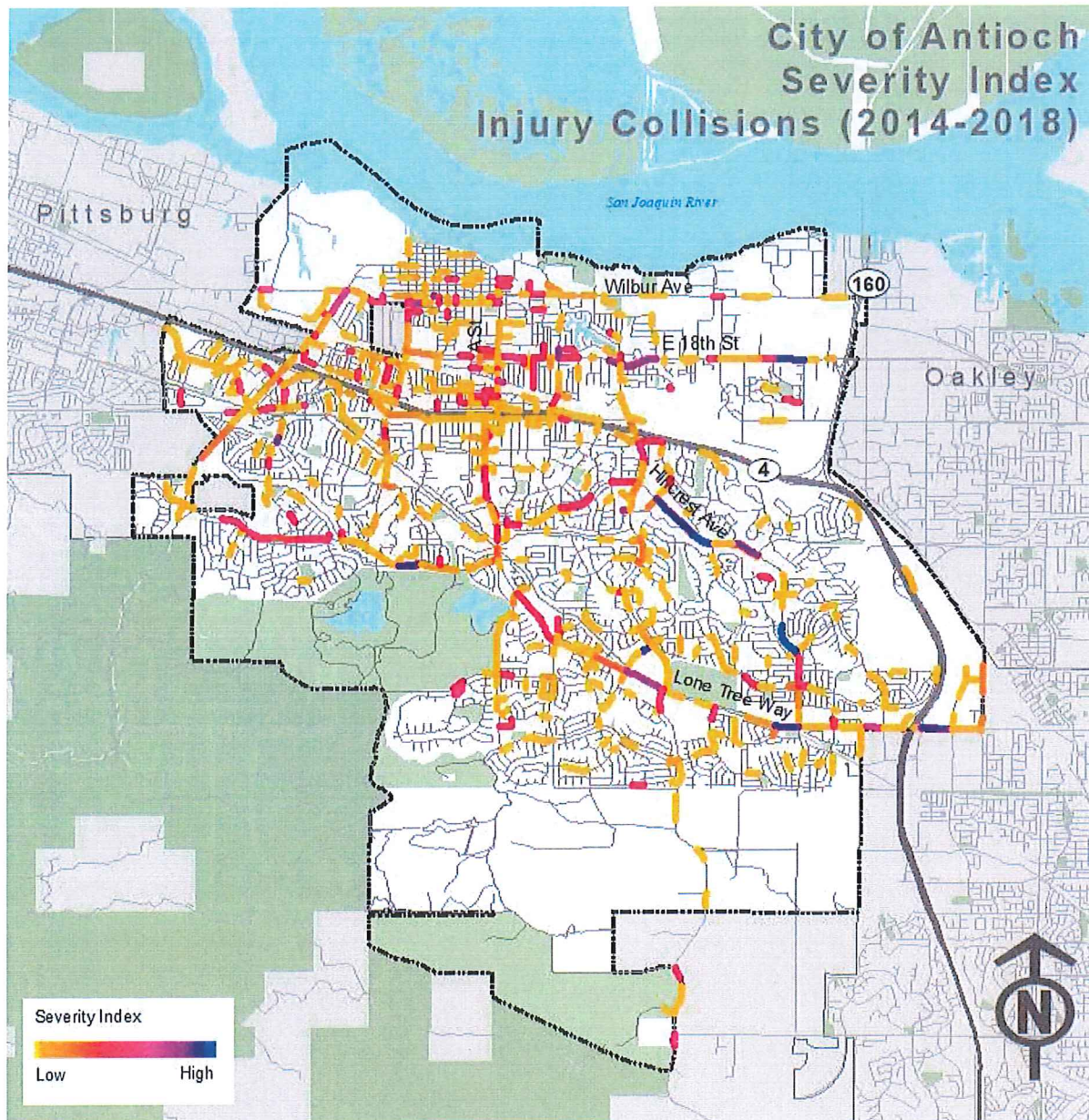


### Collision Severity Index

A collision severity index was used to identify the high severity collision network, using the Equivalent Property Damage Only (EPDO) method. The EPDO method accounts for both the severity and frequency of collisions by converting each collision to an equivalent number of property damage only (PDO) collisions. The EPDO method assigns a crash cost and score to each collision according to the severity of the crash weighted by the comprehensive crash cost. These EPDO scores are calculated using the comprehensive crash costs used in the HSIP Cycle 10 application. The EPDO scores for all collisions can then be aggregated in a variety of ways to identify collision patterns, such as location hot-spots. **Figure 34** shows the results of the EPDO method for the City of Antioch.



Figure 334. Severity Index Score



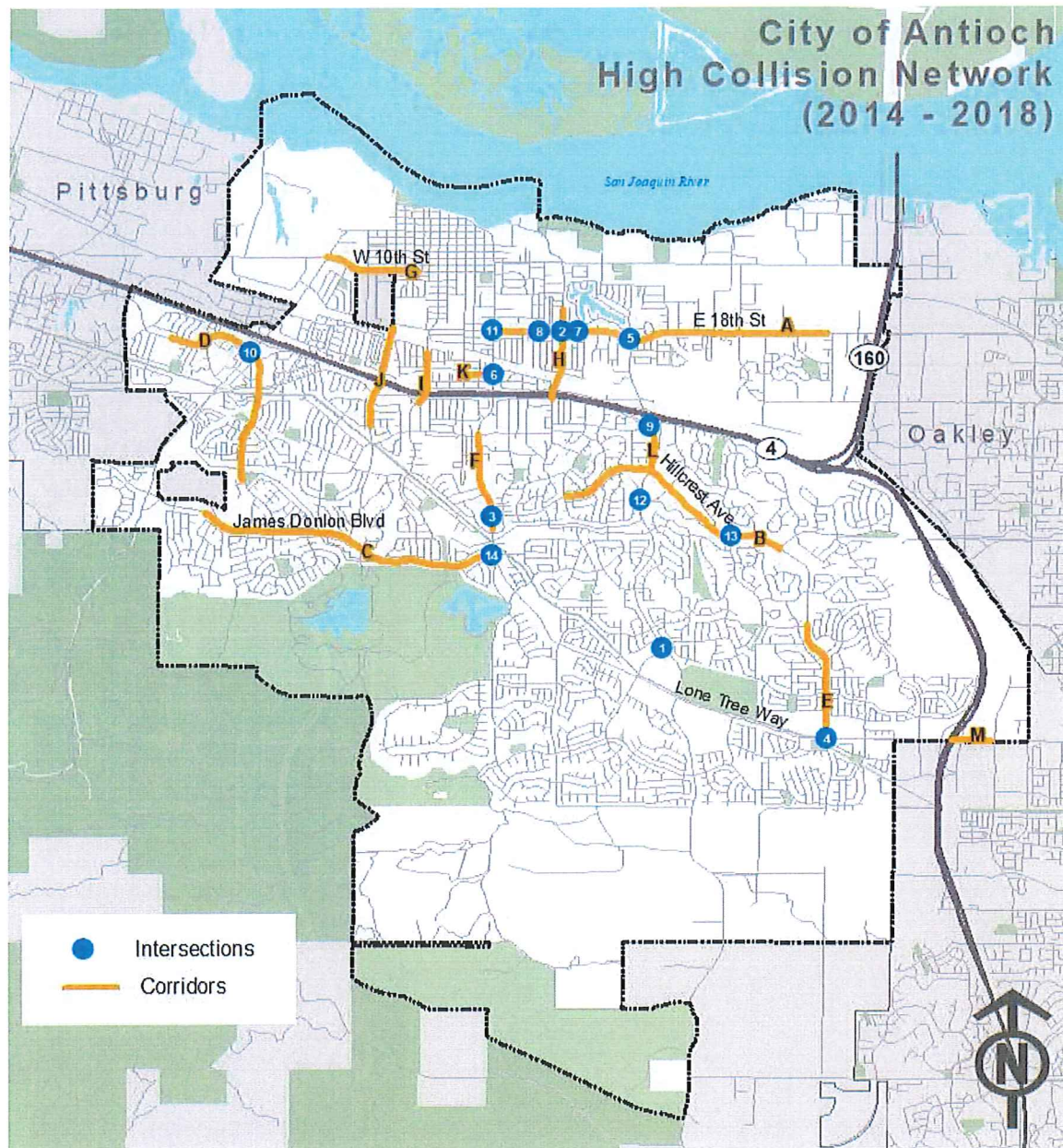
## High-Collision Network

Following the detailed collision analysis, the next step was to identify the high-collision roadway segments and intersections using the EPDO method. **Figure 35** shows the top 13 high-collision roadway segments, and top 14 high-collision intersections in the City of Antioch. This high collision network has a total of 333 injury collisions and 77 KSI collisions, which represents 27% of injury collisions and 50% of KSI collisions, while covering only 3% of the City of Antioch street network.

For the purposes of the high collision network analysis, intersections include collisions that occurred within 250 feet of it and roadways include all collisions that occurred along the roadway except for collisions that occurred occur directly at an intersection, or collisions that are assigned a 0 value in distance from intersection value column in SWITRS.



Figure 34. High Collision Network





**High-Risk Intersections**

14 intersections were identified as high collision intersections. There were a total of 22 KSI collisions that occurred at these intersections. Out of the 22 collisions, two led to fatalities and 20 led to severe injury collisions. The intersection of Country Hills Drive and Deer Valley Road had the highest number of KSI collisions.

**Table 3** lists the collision rate of the top 14 identified high-risk intersections along with their collision rate and the number of KSI collisions.

Table 3. High-collision Intersections

ID	Intersection	Total	KSI	Bike	Ped	Severity Weight
		Collisions				
1	Country Hills Dr and Deer Valley Rd	14	3	0	2	541
2	18th St and Cavallo Rd	33	2	1	3	437
3	Davison Dr and Lone Tree Wy	21	2	0	3	408
4	Lone Tree Wy and Hillcrest Ave	19	2	2	1	390
5	18th St and Hillcrest Ave	16	2	0	0	379
6	A St and Rossi Ave	17	2	1	2	366
7	18th St and Amber Dr	4	2	0	1	362
8	18th St and Crestwood Dr	7	2	0	1	356
9	Hillcrest and Larkspur Dr and East Tregallas Rd	37	1	2	0	301
10	Delta Fair Blvd and Somersville Rd	37	1	1	3	262
11	E/W 18th St and A St	11	1	2	2	234
12	Deer Valley Rd and Wildflower Dr	12	1	0	1	250
13	Hillcrest Ave and Via Dora Dr	5	1	2	0	208
14	James Donlon Blvd and Lone Tree Wy	18	0	1	0	123

**High-Risk Corridors**

13 corridors were identified as high collision corridors. There was a total 57 KSI collisions on these corridors. Out of the 57 collisions, 18 led to fatalities and 39 led to severe injury collisions. The corridor of W/E 18th Street from A Street to Phillips Lane had the highest number of KSI collisions, while the corridor of G Street had the highest number of KSI collisions per mile. **Table 4** lists the collision rate of the top 13 identified high-collision corridors along with the number of KSI collisions, total collisions, collision attributes, and severity weight.

**Table 4. High-collision Corridors**

ID	Intersection	Total	KSI	Ped	Unsafe Speed	Night	Broad-side	Length (miles)	Severity Weight
A	W/E 18th St: A St to Phillips Ln	41	13	5	10	16	12	3.23	2395
B	Hillcrest Ave/ Davison Dr: Ashburton Dr/ Burwood Wy to Wildhorse Rd	30	9	2	9	12	1	1.9	1677
C	James Donlon Blvd: Hummingbird Dr to Lone Tree Wy	25	6	0	12	6	3	2.19	1143
D	Delta Fair Blvd/ Gentrytown Dr: School St to Curtis Dr	28	5	7	8	13	6	1.6	1013
E	Hillcrest Ave: Deerfield Dr to Lone Tree Wy	13	5	1	4	7	0	0.7	918
F	Lone Tree Wy: Putnam St/ Worrell Rd to Clayburn Rd	13	4	3	3	8	0	0.74	740
G	W 10th St: Auto Center Dr to Diamond St	14	3	6	1	8	3	0.72	598
H	Cavallo Rd: Amber Dr to E Tregallas Rd	7	3	0	1	1	2	0.65	531
I	G St: Minta Ln to Newbury Ave	4	3	2	0	3	2	0.38	513
J	L St/ Contra Loma Blvd: W 18th St to San Jose Dr	7	2	0	2	3	0	0.7	383
K	Rossi Ave: D St to A St	2	2	2	0	0	0	0.22	338
L	Hillcrest Ave: Davison Dr/Deer Valley Rd to Larkspur Dr/ E Tregallas Rd	8	1	0	5	2	1	0.3	211
M	Lone Tree Wy: Canada Valley to Emprie Ave	5	1	1	2	4	1	0.3	198

## 5. EMPHASIS AREAS

Emphasis areas are focus areas that are identified through analyzing the characteristics of collisions that have occurred in the City of Antioch within the study period (2014-2018).

Emphasis areas help in identifying appropriate safety strategies and countermeasures that have the greatest potential to reduce collisions occurring at roadway segments and intersections. This chapter summarizes nine emphasis areas identified for the City of Antioch. These emphasis areas were derived by focusing on the collisions that have occurred on the high-injury network, previously identified for the City. A summary of the collision data used for the emphasis areas is presented in **Appendix C**.

There are a number of different approaches to traffic safety studies. Some methodologies focus more on a reactive and responsive approach, while others focus on a more proactive systemic approach to traffic safety data. A reactive approach to road safety is based on the analysis of existing crash data. Road safety improvements proposed are considered in reaction to identified safety problems brought to light by crashes that have occurred after the road has been designed, and built, and opened. Traditional reactive road safety engineering processes include such activities as information collection and management (crash information systems), identification of problem locations on the road network, analysis, development and implementation of countermeasures. The Hazard Elimination Program or a high crash location list are examples of reactive approaches to crash frequency and/or severity reduction.

A proactive approach focuses on the evolving "Science of Safety", that is, what is known about the evolving specific safety implications of highway design and operations decisions. The proactive approach applies this knowledge to the roadway design process or to the implementation of improvement plans on existing roads to diminish the potential of crashes occurring prior to the road being built or reconstructed. The Empirical Bayes method is an example of such proactive traffic safety approach that attempts to predict future crashes based on roadway typologies. Most methodologies use a balance of both reactive and proactive approaches. Emphasis areas are a tool used by this analysis to identify areas that lead to fatal and severe injury collisions to systematically identify traffic safety issues in the City of Antioch.

Based on the systematic safety analysis that helped identified high-injury intersections and roadway segments, the top risk factors and emphasis areas determined are as follows:

- Intersection safety
- Unsafe speed collisions
- Pedestrian safety
- Hit object collisions



- Nighttime collisions
- Broadside collisions
- Traffic signals and signs violation
- Driving Under Influence (DUI) collisions
- Teenage/Young Adult - Party at Fault

### The Four E's of Traffic Safety

LRSP utilizes a comprehensive approach to safety incorporating "4 E's of traffic safety": **E**ngineering, **E**nforcement, **E**ducation and **E**mergency Medical Services. This approach recognizes that not all locations can be addressed solely by infrastructure improvements. Incorporating the 4 E's of traffic safety is often required to ensure successful implementation of significant safety improvements and reduce the severity and frequency of collisions throughout a jurisdiction.

Some of the common violation types that may require a comprehensive approach are speeding, failure-to-yield to pedestrians, red light running, aggressive driving, failure to wear safety belts, distracted driving, and driving while impaired. When locations are identified as having these types of violations, coordination with the appropriate law enforcement agencies is needed to arrange visible targeted enforcement to reduce the potential for future driving violations and related crashes and injuries.

To improve safety, education efforts can also be used to supplement and improve the efficiency of enforcement, and vice versa. Education can also be employed in the short-term to address high crash locations until the recommended infrastructure project can be implemented, addressed under Engineering improvements and countermeasures. Similarly, Emergency Medical Services entails strategies around supporting organizations that provide rapid response and care when responding to collisions causing injury, by stabilizing victims and transporting them to facilities.

### Existing Traffic Safety Efforts in the City of Antioch

The City of Antioch already has implemented safety strategies corresponding to the 4 E's of traffic safety. The strategies detailed in this chapter can supplement these existing programs and concentrate them on high injury collision locations and crash types. These initiatives are summarized in the **Table 5** below:

Table 5. City of Antioch Existing Programs Summary

Document/Program	Description	E's Addressed
<b>City of Antioch Traffic Calming Policy (2020)</b>	The City of Antioch's Traffic Calming Policy details a step by step process to respond to resident's complaints of speeding in residential neighborhoods. The plan concentrates on speed humps/cushions, striping, signage and speed feedback signs	Engineering, Enforcement
<b>Speed Hump Application</b>	Application that requests the installation or removal of speed humps or speed cushions on a residential street	Engineering
<b>Street Smarts Diablo Region and 511 Contra Costa Programs</b>	Street Smarts Diablo delivers bicycle and pedestrian safety programs at no cost to qualifying public schools in Central and East Contra Costa County. 511 Contra Costa is a county-wide program that strives to reduce traffic congestion and improve air quality by providing the public with information, resources, and tools that promote mobility options beyond driving alone which includes bike and pedestrian safety resources	Education
<b>Contra Costa County Vision Zero</b>	CCTA developed a Countywide Vision Zero Framework, which was a key implementation recommendation of the Countywide Bike/Ped Plan adopted by the CCTA Board in July 2018. This effort is focused on bicycle/pedestrian safety and developed a countywide "high-injury network (HIN)" [of common countywide collision corridors, known as "Countywide Safety Priority Locations" per 2008 through 2017 SWITRS data; the LRSP can designate "Local Safety Priority Locations" and a local priority project list for CCTA CBPP consideration RE: countywide significance], collision typologies, and a Vision Zero Transportation Safety Policy and Implementation Guide for Local Agencies. This Guide (Appendix) also includes a Toolbox to improve the safety of people walking and biking.	Engineering, Education, Enforcement, EMS
<b>City of Antioch Police Department Child Safety Programs</b>	City program that focuses on child safety including child safety seat inspections and motorized scooter tips.	Education

### Factors Considered in the Determination of Emphasis Areas

This section presents collision data analysis of collision type, collision factors, facility type, roadway geometries, analyzed for the various emphasized areas. Emphasis areas were determined by factors that led to the highest amount of injury collisions, with a specific emphasis on killed and severe (KSI) injury collisions. This section also presents comprehensive programs, policies and countermeasures to reduce collisions in specific emphasis areas.



## Emphasis Area 1: Intersection Safety

Emphasis Area 1: Intersection Safety				
Objectives			Success Indicator	
Reduce the number of fatal and severe injury collisions at intersections.			A reduction in the number of fatal and severe injury collisions at high-risk intersections.	
	Action	Target Output	Performance Measure	Monitoring and Evaluation
Education	Conduct public information and education campaign for intersection safety laws regarding traffic lights, stop signs, and turning left or right.	Awareness of traffic safety laws to be followed at intersections.	Number of education campaigns	Online or print survey of public response.
Enforcement	Targeted enforcement at high-risk intersections to monitor traffic law violations right-of-way violations, pedestrian intersection laws and speed limit laws.	Reduction in intersection collisions due to traffic law violations, right-of-way violations, and speed limits.	Number of tickets issued.	Number of intersection collisions related to traffic law violations, right-of-way violations, pedestrian violations and speeding compared to the previous year.
Engineering	<ul style="list-style-type: none"> <li>S02, Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number</li> <li>S03, Improve signal timing (coordination, phases, red, yellow, or operation)</li> <li>S09, Install raised pavement markers and striping (Through Intersection)</li> <li>S16 Convert intersection to roundabout</li> <li>S21PB, Modify signal phasing to implement a Leading Pedestrian Interval (LPI)</li> <li>NS06, Install/upgrade larger or additional stop signs or other intersection warning/regulatory signs</li> <li>NS07, Upgrade intersection pavement markings (NS.I.)</li> <li>NS21PB, Install/upgrade pedestrian crossing (with enhanced safety features)</li> <li>R22, Install/Upgrade signs with new fluorescent sheeting (regulatory or warning)</li> <li>R27, Install delineators, reflectors and/or object markers</li> </ul>	Reduction of traffic movement conflicts at intersections.	Number of intersections improved.	Number of intersection crashes related to traffic movement compared to the previous year
EMS	S05, Install emergency vehicle pre-emption systems	Decreased response time to intersection collisions.	EMS vehicle response time.	Response time compared to the previous year.



## Emphasis Area 2: Unsafe Speed Collisions

Emphasis Area 2: Unsafe Speed Collisions				
Objectives			Success Indicator	
Reduce the number of collisions due to unsafe speeding.			Reduction in the number of fatal and severe injury collisions due to unsafe speeding on all City roads.	
	Action	Target Output	Performance Measure	Monitoring and Evaluation
Education	Conduct public education and outreach activities that elevate the awareness of the dangers of speeding.	Awareness about the dangers of speeding.	Number of public outreach events.	Number of attendees of public outreach events and the number of speeding/ education campaign lawn signs distributed.
Enforcement	<ul style="list-style-type: none"> <li>Targeted enforcement at locations with most speeding violations and implement strict penalties for such violations.</li> <li>Deploy a mobile radar trailer to high risk corridors where unsafe speed collisions occur.</li> </ul>	Reduce the number of unsafe speeding violations.	Number of citations issued for unsafe speeding.	Number of citations issued for unsafe speeding, compared to the previous year.
Engineering	<ul style="list-style-type: none"> <li>S03, Improve signal timing (coordination, phases, red, yellow, or operation)</li> <li>S04, Provide Advanced Dilemma-Zone Detection for high speed approaches</li> <li>S05, Install left turn and add turn phase (signal has no left-turn lane or phase before)</li> <li>S11, Improve pavement friction (High Friction Surface Treatments)</li> <li>S12, Install raised median on approaches (S.I.)</li> <li>S14, Create directional median openings to allow and restrict left turns and U turns</li> <li>S16, Convert intersection to roundabout</li> <li>NS06, Install/upgrade larger or additional stop signs or other intersection warning/regulatory signs</li> <li>NS07, Upgrade intersection pavement markings (NS.I.)</li> <li>NS11, Improve sight distance to intersection (Clear Sight Triangles)</li> <li>R14, Road diet</li> <li>R26, Install dynamic/variable speed warning signs</li> <li>Decrease width of travel lanes</li> <li>Simplify turn configurations</li> <li>Decrease curb radius of intersections.</li> </ul>	Reduce the number of fatal and severe injury collisions resulted from unsafe speeding.	Number of fatal and severe injury collisions resulted from unsafe speeding.	Number of fatal and severe injury collisions resulted from unsafe speeding, compared to the previous year.
EMS	Improve resource deployment for emergency responses at collision sites.	Decrease response time.	EMS vehicle response time.	Response time compared to the previous year.



## Emphasis Area 3: Pedestrian Safety

Emphasis Area 3: Pedestrian Safety				
Objectives			Success Indicator	
Improve pedestrian network and develop safe walking environment for pedestrians			Reduction in the number of pedestrian-related collisions within the City.	
	Action	Target Output	Performance Measure	Monitoring and Evaluation
Education	<ul style="list-style-type: none"> <li>Pedestrian safety campaigns and outreach to raise their awareness of pedestrian safety needs through media outlets and public events.</li> <li>Create a simple pocket guide of pedestrian laws for Antioch.</li> </ul>	Increase awareness for pedestrian safety.	Number of outreach events for pedestrian safety campaigns.	Number of attendees and responses for pedestrian safety campaigns.
Enforcement	<ul style="list-style-type: none"> <li>Continue to place a high priority on enforcement of motorist and pedestrian violations that most frequently cause injuries and fatalities among pedestrians.</li> </ul>	Reduction in pedestrian right-of-way violation and vehicle-pedestrian conflict.	Number of citations issued for violating pedestrian right-of-way.	Number of citations issues for violating pedestrian right-of-way compared to the previous year.
Engineering	<ul style="list-style-type: none"> <li>S19PB, Pedestrian Scramble</li> <li>S21PB, Modify signal phasing to implement a Leading Pedestrian Interval (LPI)</li> <li>NS07, Upgrade intersection pavement markings (NS.I.)</li> <li>NS19PB, Install raised medians (refuge islands)</li> <li>NS21PB/R35PB, Install/upgrade pedestrian crossing (with enhanced safety features)</li> <li>R36PB, Install raised pedestrian crossing</li> <li>R37PB, Install Rectangular Rapid Flashing Beacons (RRFB)</li> <li>High-visibility ladder crosswalks</li> <li>Mid-block curb extension</li> <li>Pedestrian crossing flags</li> <li>Yield sign for pedestrian crossing at crosswalk</li> </ul>	Safe walking environment for pedestrians by reducing the number of pedestrian-related collisions.	Number of pedestrian-related collisions.	Number of pedestrian-related collisions compared to the previous year.
EMS	Improve resource deployment for emergency responses at collision sites.	Decrease response time.	Number of pedestrian collision-related casualty dealt by EMS.	Number of pedestrian collision-related casualty dealt by EMS compared to the previous year.



## Emphasis Area 4: Hit Object Collisions

Emphasis Area 4 – Hit Object Collisions				
Objectives			Success Indicator	
Reduce the number of collisions due to unsafe speeding and impaired driving that result in hit object collisions.			Reduction in the number of fatal and severe injury collisions due to unsafe speeding and impaired driving on all City roads.	
	Action	Target Output	Performance Measure	Monitoring and Evaluation
<b>Educatio</b>	Conduct public education and outreach activities that elevate the awareness of the dangers of speeding and impaired driving.	Awareness about the dangers of speeding and impaired driving.	Number of public outreach events.	Number of attendees of public outreach events.
<b>Enforcemen</b>	<ul style="list-style-type: none"> <li>• Increase the number of sobriety checkpoints and saturation patrol to increase visibility of enforcement.</li> <li>• Increase penalties for repeat offenders.</li> </ul>	Reduce the number of unsafe speeding violations.	Number of citations issued for unsafe speeding.	Number of citations issued for unsafe speeding, compared to the previous year.
<b>Engineering</b>	<ul style="list-style-type: none"> <li>• S09, Install raised pavement markers and striping (Through Intersection)</li> <li>• S11, Improve pavement friction (High Friction Surface Treatments)</li> <li>• S12, Install raised median on approaches (S.I.)</li> <li>• NS06, Install/upgrade larger or additional stop signs or other intersection warning/regulatory signs</li> <li>• NS11, Improve sight distance to intersection (Clear Sight Triangles)</li> <li>• NS12, Improve pavement friction (High Friction Surface Treatments)</li> <li>• R05, Install impact attenuators</li> <li>• R22, Install/Upgrade signs with new fluorescent sheeting (regulatory or warning)</li> <li>• R27, Install delineators, reflectors and/or object markers</li> <li>• Simplify turn configurations.</li> <li>• Decrease curb radius of intersections.</li> </ul>	Reduce the number of fatal and severe injury collisions resulted from hit object collisions.	Number of fatal and severe injury collisions resulted from hit object collisions.	Number of fatal and severe injury collisions resulted from hit object collisions, compared to the previous year.
<b>EMS</b>	Improve resource deployment for emergency responses at collision sites.	Decrease response time.	EMS vehicle response time.	Response time compared to the previous year.



## Local Roadway Safety Plan

### Emphasis Area 5: Nighttime collisions

Emphasis Area 5 - Nighttime Collisions				
Objectives		Success Indicator		
Reduce the number of fatal and severe injury collisions occurring at night (no natural light).		Reduction in the number of fatal and severe injury collisions at various roadway segments and intersections, at nighttime (no natural light).		
	Action	Target Output	Performance Measure	Monitoring and Evaluation
Education	Develop awareness program to inform residents of high-risk collision locations, the most common violations and collision types occurring at night.	Awareness regarding night-time collision types and traffic law violations.	Number of awareness program related events.	Online or print survey of public response.
Enforcement	Increase patrolling at locations where nighttime collisions are higher.	Reduction in night-time collisions caused due to traffic violations.	Number of tickets for violators at night.	Number of nighttime collisions at high-risk locations compared to the previous year.
Engineering	<ul style="list-style-type: none"> <li>S02, Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number</li> <li>S09, Install raised pavement markers and striping (Through Intersection)</li> <li>NS06, Install/upgrade larger or additional stop signs or other intersection warning/regulatory signs</li> <li>NS07, Upgrade intersection pavement markings (NS.I.)</li> <li>R01, Add segment lighting</li> <li>R22, Install/Upgrade signs with new fluorescent sheeting (regulatory or warning)</li> <li>R27, Install delineators, reflectors and/or object markers</li> <li>Reflective paint on roadside objects, guard walls and poles</li> <li>Pedestrian scale lighting</li> </ul>	Reduction in fatal and severe injury collisions at night.	Number of locations improved to mitigate nighttime collisions.	Number of fatal and severe injury collisions at night compared to the previous year.
EMS	Improve resource deployment at night for emergency responses at collision sites.	Decrease response time at night.	EMS vehicle response time at night.	Response time at night compared to the previous year.



## Emphasis Area 6: Broadside Collisions

Emphasis Area 6 - Broadside Collisions				
Objectives		Success Indicator		
Reduce the number of broadside collisions.		Reduction in the number of broadside collisions on arterials and collectors within the City.		
	Action	Target Output	Performance Measure	Monitoring and Evaluation
Education	Distribute brochures/fliers with basic red light running and stop sign violations and yielding laws and illustrations at public events.	Educate drivers about running red lights and stop signs rules and penalties associated.	Number of brochures/fliers, with response survey, distributed each year.	Number of survey responses received.
Enforcement	Targeted enforcement at locations with most red light running and stop sign violations, and implement strict penalties for such violations.	Reduction in the number of red light running and stop sign violations.	Number of citations issued for red light running and stop sign violations.	Number of citations issued for red light running and stop sign violations, compared to the previous year.
Engineering	<ul style="list-style-type: none"> <li>S02, Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number</li> <li>S03, Improve signal timing (coordination, phases, red, yellow, or operation)</li> <li>S08, Convert signal to mast arm (from pedestal-mounted)</li> <li>S09, Install raised pavement markers and striping (Through Intersection)</li> <li>NS02, Convert to all-way STOP control (from 2-way or Yield control)</li> <li>NS03, Install signals</li> <li>NS06, Install/upgrade larger or additional stop signs or other intersection warning/regulatory signs</li> <li>NS07, Upgrade intersection pavement markings (NS.I.)</li> <li>NS08, Install flashing beacons at stop controlled intersections</li> <li>NS11, Improve sight distance to intersection (Clear Sight Triangles)</li> <li>Bicycling crossing intersection pavement markings.</li> </ul>	Reduction in the number of traffic signal and sign violations leading to broadside collisions.	Number of traffic signal and signs violations leading to broadside and side swipe collisions.	Number of traffic signals and signs violations leading to broadside and sideswipe collisions, compared to the previous year.
EMS	S05, Install emergency vehicle pre-emption systems	Decrease response time.	EMS vehicle response time.	Response time compared to the previous year.



## Emphasis Area 7: Traffic Signals and Signs Violation

Emphasis Area 7: Traffic Signals and Signs Violations Collisions				
Objectives			Success Indicator	
Reduce the number of traffic signals and signs violations that lead to broadside and head on collisions.			Reduction in the number of traffic signals and signs violations collisions on arterials and collectors within the City.	
	Action	Target Output	Performance Measure	Monitoring and Evaluation
Education	Distribute brochures/fliers with basic red light running and stop sign violations and illustrations at public events.	Educate drivers about running red lights and stop signs rules and penalties associated.	Number of brochures/fliers, with response survey, distributed each year.	Number of survey responses received.
Enforcement	Targeted enforcement at locations with most red light running and stop sign violations, and implement strict penalties for such violations.	Reduction in the number of red light running and stop sign violations.	Number of citations issued for red light running and stop sign violations.	Number of citations issued for red light running and stop sign violations, compared to the previous year.
Engineering	<ul style="list-style-type: none"> <li>S02, Improve signal hardware: lenses, backplates with retroreflective borders, mounting, size, and number</li> <li>S03, Improve signal timing (coordination, phases, red, yellow, or operation)</li> <li>S08, Convert signal to mast arm (from pedestal-mounted)</li> <li>S09, Install raised pavement markers and striping (Through Intersection)</li> <li>S16/NS04/NS05, Convert intersection to roundabout</li> <li>NS02, Convert to all-way STOP control (from 2-way or Yield control)</li> <li>NS03, Install signals</li> <li>NS06, Install/upgrade larger or additional stop signs or other intersection warning/regulatory signs</li> <li>NS07, Upgrade intersection pavement markings (NS.I.)</li> <li>NS08, Install flashing beacons at stop controlled intersections</li> <li>NS11, Improve sight distance to intersection (Clear Sight Triangles)</li> </ul>	Reduction in the number of traffic signal and sign violations leading to broadside and head on collisions.	Number of traffic signal and signs violations leading to broadside and head on collisions.	Number of traffic signals and signs violations leading to broadside and head on collisions, compared to the previous year.
EMS	S05, Install emergency vehicle pre-emption systems	Decrease response time.	EMS vehicle response time.	Response time compared to the previous year.



## Emphasis Area 8: Driving Under Influence (DUI) Collisions

Emphasis Area 8: Driving Under Influence (DUI) Collisions				
Objectives			Success Indicator	
Reduce the number of DUI collisions.			Reduction in the number of DUI collisions within the City.	
	Action	Target Output	Performance Measure	Monitoring and Evaluation
Education	Distribute brochures/fliers with DUI information at public events. Conduct public information campaigns (billboards, TV commercials, etc). Seek partnerships with Transportation Network Companies (TNCs) e.g. Lyft, Uber, etc.	Educate drivers about DUI collisions and penalties associated.	Number of brochures/fliers, with response survey, distributed each year.	Number of survey responses received.
Enforcement	Targeted enforcement at locations with most DUI collisions during the nighttime, and implement strict penalties for such violations.  DUI checkpoints at night.	Reduction in the number of DUI violations.	Number of citations issued for DUI violations.	Number of citations issued for DUI violations, compared to the previous year.
Engineering	<ul style="list-style-type: none"> <li>S02, Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number</li> <li>S08, Convert signal to mast arm (from pedestal-mounted)</li> <li>NS06, Install/upgrade larger or additional stop signs or other intersection warning/regulatory signs</li> </ul>	Reduction in the number of DUI violations.	Number of DUI violations collisions.	Number of DUI violations collisions, compared to the previous year.
EMS	S05, Install emergency vehicle pre-emption systems	Decrease response time.	EMS vehicle response time.	Response time compared to the previous year.

## Emphasis Area 9: Teenage/Young Adult - Party at Fault

Emphasis Area 9: Teenage/Young Adult - Party at Fault				
Objectives			Success Indicator	
Reduce teenager/young adult KSI collisions, especially male			Reduction in the number of fatal collisions involving male and teenage/young adults.	
	Action	Target Output	Performance Measure	Monitoring and Evaluation
Education	Target education programs for young adults. Distribute brochures/fliers with basic red light running, speeding, distracted driving, aggressive driving and stop sign violations information at high schoolers and driver training programs. Include statistics of male and young adult larger risks of fatalities.	Educate younger male drivers about running red lights, aggressive driving, distracted driving, speeding and stop signs rules and consequences associated.	Number of brochures/fliers, with response survey, distributed each year, number of collisions involving young adults.	Number of educational materials distributed.
	Expand the use of web-based social media resources such as YouTube, Facebook and Twitter for teens and young adults			



## 5. COUNTERMEASURE IDENTIFICATION

This chapter identifies and prioritizes safety strategies targeted to address identified collision trends and motorist behavior. The process involves input from community and a thorough analysis of collisions.

### Identification of Countermeasures

In 2008, the Federal Highway Administration (FHWA) published a list of proven safety countermeasures (PSC) that local agencies could consider in their efforts to reduce or eliminate KSI collisions. Beginning with nine countermeasures, in 2021 the list was expanded to 28 PSC. Similarly, California Department of Transportation (Caltrans) developed the Local Roadway Safety Manual (LRSM). The goal of this manual is to *"maximize the safety benefits for local roadways by encouraging all local agencies to proactively identify and analyze their safety issues and to position themselves to compete effectively in Caltrans' statewide, data-driven call-for-projects."*<sup>2</sup>

Although, the LRSM identifies all of California's local roadway safety issues and the countermeasures that address them, this document only highlights the issues and countermeasures relevant to the local roads of the City of Antioch. This section identifies the different solutions for the City from HSIP-qualified and HSIP-unqualified countermeasures. It also provides a brief description along with their corresponding crash reduction factors (CRF), expected life, baseline cost and countermeasure toolbox (**Appendix D**). The countermeasure toolbox for the City of Antioch in **Appendix E** details the draft countermeasures for each high-risk location and Emphasis Area, separated by intersections and roadway segments.

The countermeasures have been divided into four categories:

- Signalized (S) – countermeasures only applicable for signalized intersections;
- Non-Signalized (NS) – countermeasures only applicable to stop-controlled, or uncontrolled intersections;
- Roadway Segment (RS) – countermeasures only applicable to roadway segments; and
- Other (O) – countermeasures that do not qualify for HSIP funding.

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<sup>2</sup> <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/hsip/2020/lrsm2020.pdf>



## Signalized Intersections Countermeasures

**S02 – Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number.** Signalized intersections with a high frequency of right-angle and rear-end crashes occurring because drivers are unable to see traffic signals sufficiently in advance to safely negotiate the intersection being approached.

- Crash Reduction Factor – 15%
- Expected Life – 10 years
- Baseline Cost – Approximately \$40,000 per intersection

**S03 – Improve signal timing (coordination, phasing, all-red and yellow clearance intervals, or operations).** Locations that have a crash history at multiple signalized intersections. Signalization improvements may include adding phases, lengthening clearance intervals, eliminating or restricting higher-risk movements, and coordinating signals at multiple locations. Understanding the corridor or roadway's crash history can provide insight into the most appropriate strategy for improving safety.

- Crash Reduction Factor – 15%
- Expected Life – 10 years
- Baseline Cost – Approximately \$50,000 per intersection

**S04 – Provide Advanced Dilemma Zone Detection for high speed approaches.** The Advanced Dilemma-Zone

Detection system enhances safety at signalized intersections by modifying traffic control signal timing to reduce the number of drivers that may have difficulty deciding whether to stop or proceed during a yellow phase

- Crash Reduction Factor – 40%
- Expected Life – 10 years
- Baseline Cost – Approximately \$40,000 per intersection

**S09 - Install raised pavement markers and striping (Through Intersection).** Intersections where the lane designations are not clearly visible to approaching motorists and/or intersections noted as being complex and experiencing crashes that could be attributed to a driver's unsuccessful attempt to navigate the intersection. Driver confusion can exist in regard to choosing the proper turn path or where through-lanes do not line up.

- Crash Reduction Factor – 10%
- Expected Life – 10 years
- Baseline Cost – Approximately \$2,000 per intersection

**S12 - Install raised median on approaches (S.I.)**

Raised medians next to left-turn lanes at intersections offer a cost-effective means for reducing crashes and improving operations at higher volume intersections. The raised medians

- Crash Reduction Factor – 25%
- Expected Life – 20 years
- Baseline Cost – Approximately \$100,000 per intersection

prohibit left turns into and out of driveways that may be located too close to the functional area of the intersection.

**S16 - Convert intersection to roundabout (from signal)** Signalized intersections that have a significant crash problem and the only alternative is to change the nature of the intersection itself. Roundabouts can also be very effective at intersections with complex geometry and intersections with frequent left-turn movements.

- Crash Reduction Factor – Varies
- Expected Life – 20 years
- Baseline Cost – Approximately \$800,000 per intersection

**S21PB - Modify signal phasing to implement a Leading Pedestrian Interval (LPI).** A leading pedestrian interval (LPI) gives pedestrians the opportunity to enter an intersection 3-7 seconds before vehicles are given a green indication. With this head start, pedestrians can better establish their presence in the crosswalk before vehicles have priority to turn left.

- Crash Reduction Factor – 15%
- Expected Life – 10 years
- Baseline Cost – Approximately \$4,000 per intersection

## Non-Signalized Intersections Countermeasures

**NS06 – Install/upgrade larger or additional stop signs or other intersection warning/regulatory signs.** The visibility of intersections and, thus, the ability of approaching drivers to perceive them can be enhanced by installing larger regulatory and warning signs at or prior to intersections. A key to success in applying this strategy is to select a combination of regulatory and warning sign techniques appropriate for the conditions on a particular unsignalized intersection approach.

- Crash Reduction Factor – 15%
- Expected Life – 10 years
- Baseline Cost – Approximately \$4,200 per intersection

**NS07 – Upgrade intersection pavement markings (NS.I.).** Unsignalized intersections that are not clearly visible to approaching motorists, particularly approaching motorists on the major road. The strategy is particularly appropriate for intersections with patterns of rear-end, right-angle, or turning crashes related to lack of driver awareness of the presence of the intersection

- Crash Reduction Factor – 25%
- Expected Life – 10 years
- Baseline Cost – Approximately \$900 per intersection

**NS14 – Install Raised Medians on Approaches.** Where related or nearby turning movements affect the safety and operation of an intersection. Effective access management is key to improving safety at, and adjacent to, intersections. The number of intersection access points coupled with the speed

- Crash Reduction Factor – 25%
- Expected Life – 20 years
- Baseline Cost – Approximately \$100,000



differential between vehicles traveling along the roadway often contributes to crashes.

### Roadway Countermeasures

**R01 – Add segment lighting.** Providing roadway lighting improves the safety during nighttime conditions by (1) making drivers more aware of the surroundings, which improves drivers' perception-reaction times, (2) enhancing drivers' available sight distances to perceive roadway characteristic in advance of the change, and (3) improving non-motorist's visibility and navigation.

- Crash Reduction Factor – 35%
- Expected Life – 20 years
- Baseline Cost – Approximately \$100,000

**R14 – Roadway Reapportionment aka “Road Diet” (Reduce total number of vehicular travel lanes and reapportion to other functionalities (e.g., two-way left turn lane, raised median, bike facilities, transit facilities, etc.)).** The throughput of a corridor is not based on the number of lanes but rather the efficiency of the intersections. Similarly, the inside lanes of two way roadways with an even number of lanes tend to function as de facto left turn lanes, further reducing throughput. Thus, to reapportion the roadways to an odd number of lanes and reassign the space to serve other functions can be beneficial. Segments noted as having a higher frequency of head-on, left-turn, or rear-end crashes with traffic volumes may benefit from this strategy. Using this strategy in locations with higher traffic volumes that result in significantly longer travel times along the corridor could result in diversion of traffic to less appropriate or desirable routes. Additionally, significant congestion levels may contribute to an increase in property damage only (PDO) crashes.

- Crash Reduction Factor – 30%
- Expected Life – 20 years
- Baseline Cost – Approximately \$ 100,000

**R21 – Improve pavement friction (High Friction Surface Treatments).** Nationally, this countermeasure is referred to as "High Friction Surface Treatments" or HFST. Areas as noted having crashes on wet pavements or under dry conditions when the pavement friction available is significantly less than actual roadway speeds; including but not limited to curves, loop ramps, intersections, and areas with short stopping or weaving distances.

- Crash Reduction Factor – 55%
- Expected Life – 10 years
- Baseline Cost – Approximately \$ 15,000



**R22 – Install/Upgrade signs with new fluorescent sheeting (regulatory or warning).** The target for this strategy should be on roadway segments with patterns of head on, nighttime, non-intersection, run-off road, and sideswipe crashes related to lack of driver awareness of the presence of a specific roadway feature or regulatory requirement. Ideally this type of safety CM would be combined with other sign evaluations and upgrades (install chevrons, warning signs, delineators, markers, beacons, and relocation of existing signs per MUTCD standards.).

- Crash Reduction Factor – 15%
- Expected Life – 10 years
- Baseline Cost – Approximately \$ 2,000

**R26 – Install dynamic/variable speed warning signs.** This strategy primarily addresses crashes caused by motorists traveling too fast around sharp curves. It is intended to get the drivers attention and give them a visual warning that they may be traveling over the recommended speed for the approaching curve. Care should be taken to limit the placement of these signs to help maintain their effectiveness.

- Crash Reduction Factor – 30%
- Expected Life – 10 years
- Baseline Cost – Approximately \$ 20,000

**R27 – Install delineators, reflectors and/or object markers.** Roadways that have an unacceptable level of crashes on curves (relatively flat to sharp) during periods of light and darkness. Any road with a history of fixed object crashes is a candidate for this treatment, as are roadways with similar fixed objects along the roadside that have yet to experience crashes.

- Crash Reduction Factor – 15%
- Expected Life – 10 years
- Baseline Cost – Approximately \$ 2,000

**R30 – Install centerline rumble strips/stripes.** Rumble strips provide an auditory indication and tactile rumble when driven on, alerting drivers that they are drifting out of their travel lane, giving them time to recover before they depart the roadway or cross the center line. Additionally, rumble stripes (pavement marking in the rumble itself) provide an enhanced marking, especially in wet dark conditions.

- Crash Reduction Factor – 20%
- Expected Life – 10 years
- Baseline Cost – Approximately \$ 2,000

**R32PB– Install Bike Lanes.** Most studies present evidence that bicycle lanes provide protection against bicycle/motor vehicle collisions. Bicycle lanes provide marked areas for bicyclist to travel along the roadway and provide for more predictable movements for both bicyclist and motorist. Evidence also shows that riding with the flow of vehicular traffic reduces bicyclists' chances of collision with a motor vehicle.

- Crash Reduction Factor – 35%
- Expected Life – 20 years
- Baseline Cost – Approximately \$ 5,000

**R33PB– Install Separated Bike Lanes.** Separated bike lanes provide increased safety and comfort for bicyclists beyond conventional bicycle lanes. By separating bicyclists from motor traffic, “protected” or physically separated bike lanes can offer a higher level of comfort and are attractive to a wider spectrum of the public. Intersections and approaches must be carefully designed to promote safety and facilitate left turns for bicyclists from the primary corridor to cross street.

- Crash Reduction Factor – 45%
- Expected Life – 20 years
- Baseline Cost – Approximately \$ 200,000

**R34PB – Install sidewalk/pathway (to avoid walking along roadway).** Sidewalks and walkways provide people with space to travel within the public right-of-way that is separated from roadway vehicles. The presence of sidewalks on both sides of the street has been found to be related to significant reductions in the “walking along roadway” pedestrian crash risk compared to locations where no sidewalks or walkways exist.

- Crash Reduction Factor – 80%
- Expected Life – 20 years
- Baseline Cost – Approximately \$ 150,000

**R35PB – Install/upgrade pedestrian crossing (with enhanced safety features).** Adding pedestrian crossings has the opportunity to greatly enhance pedestrian safety at locations noted as being problematic. The enhanced safety elements, which may include curb extensions, medians and pedestrian crossing islands, beacons, and lighting, combined with pavement markings delineating a portion of the roadway that is designated for pedestrian crossing.

- Crash Reduction Factor – 35%
- Expected Life – 20 years
- Baseline Cost – Approximately \$ 25,000

### Other Countermeasures

Below is a list of countermeasures and improvements identified for high-risk locations. These improvements are not listed in the Local Roadway Safety Manual and are not HSIP eligible.

**Bulb outs/curb extensions.** Curb extensions (also called bulb-outs) extend the sidewalk into the parking lane to narrow the roadway and provide additional pedestrian space at key locations; they can be used at corners and at mid-block. Curb extensions enhance pedestrian safety by increasing pedestrian visibility, shortening crossing distances, slowing turning vehicles, and visually narrowing the roadway.

**Green Thermoplastic Paint on Bike Lane.** Colored pavement within a bicycle lane increases the visibility of the facility, identifies potential areas of conflict, and reinforces priority to bicyclists in conflict areas and in areas with pressure for illegal parking. Colored pavement can be utilized either as a corridor treatment along the length of a bike lane or cycle track, or as a spot treatment, such as a bike box, conflict area, or intersection crossing marking.

**Speed Feedback Signs.** Speed feedback signs, also known as dynamic speed displays, provide drivers with feedback about their speed in relationship to the posted speed limit. When appropriately complemented with police enforcement, speed feedback signs can be an effective method for reducing speeds at a desired location.



## 6. SAFETY PROJECTS

### High-Collision Network Projects

This section summarizes the process of selecting safety projects as part of the analysis for the City of Antioch's LRSP. The next step after the identification of high-risk locations, emphasis areas and applicable countermeasures is to identify location-specific safety improvements for all high-risk roadway segments and intersections.

Specific countermeasures and improvements were selected from the 2020 LRSM, where:

- S refers to improvements at signalized locations,
- NS refers to improvements at non-signalized locations, and
- R refers to improvements at roadway segments.

The corresponding number refers to the countermeasure number in the LRSM (2020). The countermeasures were grouped into safety projects for high-risk intersections and roadway segments. A total of ten safety projects were developed. All countermeasures were identified based on the technical teams' assessment of viability that consisted of extensive analysis, observations, and City staff input. The most applicable and appropriate countermeasures as identified have been grouped together to form projects that can help make high-risk locations safer.

**Table 6** lists the safety projects for high-risk intersections and roadway segments, along with total base planning level cost (2021 dollar amounts) estimates and the resultant preliminary Benefit-Cost (B/C) Ratio. The "Total Benefit" estimates were calculated for the proposed improvements being evaluated in the proactive safety analysis. This "Total Benefit" is divided by the "Total Cost per Location" estimates for the proposed improvements, giving the resultant B/C Ratio. The B/C Ratio Calculation follows the methodology as mentioned in the LRSM (2020) and can be found in **Appendix F**.

Table 6. Safety Projects

Location	CM1	CM2	CM3	Cost per Location	B/C Ratio
Project 1: Safety at Signalized Intersections					
Country Hills Drive and Deer Valley Road	S02	S03	S09	\$ 20,405	129.40
18th Street and Cavallo Road	S02	S03		\$ 28,700	
Davison Drive and Lone Tree Way	S02	S03		\$ 28,553	
Lone Tree Way and Hillcrest Avenue	S02	S03	S09	\$ 23,030	
18th Street and Hillcrest Avenue	S02	S03	S09	\$ 30,660	
A St and Rossi Ave	S02	S03		\$ 9,590	
Hillcrest and Larkspur Drive and East Tregallas Road		S03	S09	\$ 8,890	
Delta Fair Boulevard and Somersville Road	S02	S03	S09	\$ 23,240	
Project 2: Pedestrian Safety at Signalized Intersections					
Country Hills Drive and Deer Valley Road	S21PB			\$ 5,600	372.80
18th Street and Cavallo Road	S21PB			\$ 5,600	
Davison Drive and Lone Tree Way	S21PB			\$ 5,600	
A St and Rossi Ave	S21PB			\$ 5,600	
Delta Fair Boulevard and Somersville Road	S21PB			\$ 5,600	
Hillcrest Avenue and Via Dora Drive	S21PB			\$ 5,600	
Project 3: Safety at Unsignalized Intersections					
18th Street and Amber Drive	NS06	NS07	NS14	\$ 115,689	38.17
18th St and Crestwood Drive	NS06	NS07	NS14	\$ 108,822	
Project 4: Safety at Signalized Intersections					
E/W 18th St and A St		S12		\$ 57,050	27.60
Deer Valley Road and Wildflower Drive	S02			\$ 73,045	



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Location	CM1	CM2	CM3	Cost per Location	B/C Ratio
Project 5: Safety at Roadway Segments					
W/E 18th St: A St to Phillips Lane	R22	R27		\$ 24,430	263.61
Hillcrest Ave/ Davison Dr: Ashburton Dr/ Burwood Way to Wildhorse Rd	R22	R27		\$ 44,100	
James Donlon Blvd: Hummingbird Drive to Lone Tree Way	R22	R27		\$ 61,880	
Delta Fair Blvd/Gentrytown Dr: School St to Curtis Dr	R22	R27		\$ 38,290	
Hillcrest Ave: Deerfield Dr to Lone Tree Way	R22	R27		\$ 15,400	
Lone Tree Way: Putnam St/ Worrell Rd to Clayburn Rd	R22	R27		\$ 17,430	
W 10th St: Auto Center Dr to Diamond St	R22	R27		\$ 18,550	
Cavallo Rd: Amber Dr to E Tregallas Rd	R22	R27		\$ 12,110	
G St: Minta Lane to Newbury Ave	R22			\$ 12,740	
L St/ Contra Loma Blvd: W 18th St to San Jose Dr	R22	R27		\$ 20,160	
Rossi Ave: D St to A St	R22	R27		\$ 10,850	
Hillcrest Ave: Davison Dr/Deer Valley Rd to Larkspur Dr/ E Tregallas Rd	R22	R27		\$ 14,910	
Lone Tree Way: Canada Valley to Empire Ave	R22	R27		\$ 16,660	
Project 6: Pedestrian Safety Improvements along Corridors					
James Donlon Blvd: Hummingbird Drive to Lone Tree Way	R35PB			\$ 165,326	54.50
W 10th St: Auto Center Dr to Diamond St	R35PB			\$ 2,520	
Cavallo Rd: Amber Dr to E Tregallas Rd	R35PB			\$ 66,612	
Lone Tree Way: Canada Valley to Empire Ave	R35PB			\$ 97,160	
Project 7: Bike Safety Improvements along Corridors					
Hillcrest Ave: Davison Dr/Deer Valley Rd to Larkspur Dr/ E Tregallas Rd	R33PB			\$ 249,746	3.60
Lone Tree Way: Canada Valley to Empire Ave	R33PB			\$ 1,165,571	



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Location	CM1	CM2	CM3	Cost per Location	B/C Ratio
Project 8: Pedestrian and Lighting Safety Improvements along Corridors					
W/E 18th St: A St to Phillips Lane	R01	R34PB		\$ 1,332,167	29.40
G St: Minta Lane to Newbury Ave	R01			\$ 120,083	
Rossi Ave: D St to A St	R01			\$ 265,113	
Project 9: High-Friction Surface Treatments					
L St/ Contra Loma Blvd: W 18th St to San Jose Dr	R21			\$ 2,139,386	2.55
Project 10: Corridor Improvements					
Delta Fair Blvd/Gentrytown Dr: School St to Curtis Dr	R26			\$ 41,310	217.74
Hillcrest Ave: Deerfield Dr to Lone Tree Way	R26			\$ 27,810	

S02- Improve signal hardware, S03- Improve signal timing, S09- Install raised markers or striping, S12-Install raised median on approaches, S21PB – Modify signal phasing to implement a leading pedestrian interval, NS06- Install/upgrade larger or additional stop signs or other intersection warning/ regulatory signs, NS07- Upgrade intersection pavement markings, NS14-Install raised median on approach, R01- Add segment lighting, R21- Improve pavement friction, R22 – Install/upgrade signs with new florescent sheeting, R26- install dynamic/ variable speed warning signs, R27- Install delineators, reflectors and/or object markers, R33- Install separated bike lanes, R34PB – Install sidewalk/pathway, R35PB – Install/upgrade pedestrian crossing

## 7. EVALUATION AND IMPLEMENTATION

This chapter describes the steps the City may take to evaluate the success of this plan and steps needed to update the plan in the future. The LRSP is a guidance document and requires periodic updates to assess its efficacy and re-evaluate potential solutions. It is recommended to update the plan every two to five years in coordination with the identified safety partners. This document was developed based on community needs, stakeholder input, and collision analysis conducted to identify priority emphasis areas throughout the City. The implementation of strategies under each emphasis area would aim to reduce fatal and severe injury collisions in the coming years. Funding is a critical component of implementing any safety project. While the HSIP program is a common source of funding for safety projects, there are numerous other funding sources that could be pursued for such projects, shown in **Table 7** below.

Table 7. Potential Funding Sources

Funding Source	Funding Agency	Amount Available	Next Estimated Call for Projects	Applicable E's	Notes
<b>Active Transportation Program</b>	Caltrans, California Transportation Commission	~\$223 million per year	2022	Engineering, Education	Can use used for most active transportation related safety projects as well as education programs
<b>Highway Safety Improvement Program</b>	Caltrans	TBD	April 2022	Engineering	Most common grant source for safety projects
<b>Surface Transportation Block Group Program</b>	FHWA (Administered through MTC)	TBD	TBD	Engineering	Typically used for roadway projects
<b>Congestion Mitigation and Air Quality (CMAQ)</b>	FHWA (Administered through MTC)	\$6.1 million annually	TBD	Engineering	Focused on projects that improve air quality
<b>Office of Traffic Safety Grants</b>	California Office of Traffic Safety	Varies by grant	Closes January 31 <sup>st</sup> annually	Education, Enforcement, Emergency Response	10 grants available to address various components of traffic safety



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Funding Source	Funding Agency	Amount Available	Next Estimated Call for Projects	Applicable E's	Notes
<b>Affordable Housing and Sustainable Communities Program</b>	Strategic Growth Council and Dept. of Housing and Community Development	~\$405 million	2022	Engineering, Education	Must be connected to affordable housing projects; typically focuses on bike/ped infrastructure/programs
<b>Urban Greening</b>	California Natural Resources Agency	\$28.5 million	2022	Engineering	Focused on bike/pedestrian infrastructure and greening public spaces
<b>Local Streets and Road Maintenance and Rehabilitation</b>	CTC (distributed to local agencies)	\$1.5 billion statewide	N/A; distributed by formula	Engineering	Typically pays for road maintenance type projects
<b>RAISE Grant</b>	USDOT	~\$1 billion	2022	Engineering	Typically used for larger infrastructure projects
<b>Sustainable Transportation Equity Project</b>	California Air Resources Board	~\$19.5 million	TBD; most recent call in 2020	Engineering, Education	Targets projects that will increase transportation equity in disadvantaged communities
<b>Transformative Climate Communities</b>	Strategic Growth Council	~\$90 million	TBD; most recent call in 2020	Engineering	Funds community-led projects that achieve major reductions in greenhouse gas emissions in disadvantaged communities.

## Implementation

The LRSP document provides engineering, education, enforcement, and emergency medical service related countermeasures that can be implemented throughout the City to reduce KSI collisions. It is recommended that the City of Antioch implement the selected projects high-collision locations in coordination with other projects proposed for the City's infrastructure development in their future Capital Improvement Plans. Additionally, the use of pilot projects, quick-build projects, and tactical urbanism strategies can accelerate the implementation of needed improvements.



The success of the LRSP can be achieved by fostering communication among the City and the safety partners. Regional partners should also include Contra Costa health services, 511, and members of the advocacy community.

Partnering with regional healthcare providers, anonymized emergency room information can be provided. This information could include likely crash types based on patient encounter interviews or physician opinions, relative location of crashes, general location of where patients live, severity of injuries, and likely contributing factors. For example, these factors could be bike crashes with head injuries where the patient was not wearing a helmet or was wearing the helmet improperly. Such information allows for targeted education and intervention through bike safety programs that provide helmets to people who perhaps cannot afford them. Or, the injury could be related to not using a car seat or that the seat was buckled into the vehicle improperly. Again, knowing generally where patients live gives information as to where to target education and assistance efforts, especially within marginalized communities or among vulnerable populations.

Providing anonymized health information for diseases such as hypertension, obesity, diabetes, and other similar diseases with known ties to socioeconomic environmental factors can allow for a targeted effort in improving walking and cycling infrastructure, recreational opportunities, and transit options. The information also helps with the identification of "food deserts" and the opportunity to encourage infill development or redevelopment of stores which provide healthier food choices. Knowing where people live also allows for better targeted education and assistance, especially for those who are members of marginalized communities or vulnerable populations.

### Monitoring and Evaluation

For the success of the LRSP, it is crucial to monitor and evaluate the four E-strategies continuously. Monitoring and evaluation help provide accountability, ensures the effectiveness of the countermeasures for each emphasis area, and help making decisions on the need for new strategies. The process would help the City make informed decisions regarding the implementation plan's progress and accordingly, update the goals and objectives of the plan.

After implementing countermeasures, the strategies should be evaluated annually as per their performance measures. The evaluation should be recorded in a before-after study to validate the effectiveness of each countermeasure as per the following observations:

- Number of fatal and severe injury collisions
- Number of police citations
- Number of public comments and concerns

Evaluation should be conducted during similar time periods and durations each year. The most important measure of success of the LRSP should be reduction in fatal and severe injury collisions throughout the City. If the number of KSI collisions doesn't decrease initially, then the countermeasures should be evaluated as per the other observations, as mentioned above. The effectiveness of the countermeasures should be compared to the goals for each emphasis area.

### LRSP Update

The LRSP is a guidance document and is recommended to be updated every two-five years after adoption. After monitoring performance measures focused on the status and progress of the E's strategies in each emphasis area, the next LRSP update can be tailored to resolve any continuing safety problems. The City of Antioch's Public Works Department will be accountable for the progress of the plan goals. An annual stakeholder meeting with the safety partners is also recommended to discuss the progress for each emphasis area and oversee the implementation plan. The City acknowledges that the document be updated as per the latest collision data (MTC and CCTA data sources), emerging trends, and the E's strategies' (including Equity) progress and implementation every two to five years.



## Appendices:

### Appendix A: Table of Policies and Projects from the Literature Review:

Document	Relevant Goals, Policies, and Projects
City of Antioch General Plan (1995)	<p><b>Goal 7.3.1: Vehicular Circulation Objective</b></p> <ul style="list-style-type: none"> <li>• Provide adequate roadway capacity to meet the roadway performance standards set forth in the Growth Management Element.</li> </ul> <p><b>Goal 7.3.2: Vehicular Circulation Policies</b></p> <ul style="list-style-type: none"> <li>• <b>a.</b> Facilitate meeting the roadway performance standards set forth in the Growth Management Element and improving traffic flow on arterial roadways.             <ul style="list-style-type: none"> <li>○ Promote the design of roadways to optimize safe traffic flow within established roadway configurations by minimizing driveways and intersections, uncontrolled access to adjacent parcels, on-street parking, and frequent stops to the extent consistent with the character of adjacent land uses.</li> <li>○ Facilitate the synchronization of traffic signals.</li> <li>○ Where needed provide acceleration and deceleration lanes for commercial access drives</li> </ul> </li> <li>• <b>b.</b> Design and reconfigure collector and local roadways to improve circulation within and connections to residential and commercial areas.             <ul style="list-style-type: none"> <li>○ Implement appropriate measures to mitigate speeding and other traffic impacts in residential areas.</li> <li>○ Implement roadway patterns that limit through traffic on local residential streets.</li> </ul> </li> <li>• <b>d.</b> Where feasible, design arterial roadways, including routes of regional significance, to provide better service than the minimum standards set forth in Measure C and the Growth Management Element. Thus, where feasible, the City will strive to maintain a "High D" level of service within regional commercial areas and at intersections within 1,000 feet of a freeway interchange. The City</li> </ul>



	<p>will also strive where feasible to maintain low-range “D” in all other areas of the City, including freeway interchanges.</p> <p><b>Goal 7.4.1: Non-Motorized Transportation Objectives</b></p> <ul style="list-style-type: none"> <li>• Maintenance of a safe, convenient, and continuous network of pedestrian sidewalks, pathways, and bicycle facilities serving both experienced and casual bicyclists to facilitate bicycling and walking as alternatives to the automobile.</li> </ul> <p><b>Goal 7.4.2: Non-Motorized Transportation Policies</b></p> <ul style="list-style-type: none"> <li>• <b>b.</b> Design intersections for the safe passage of pedestrians and bicycles through the intersection.</li> <li>• <b>c.</b> Provide street lighting that is attractive, functional and appropriate to the character and scale of the neighborhood or area, and that contributes to vehicular, pedestrian, and bicycle safety.</li> <li>• <b>d.</b> Maintain roadway designs that maintain mobility and accessibility for bicyclists and pedestrians.</li> <li>• <b>e.</b> Integrate multi-use paths into creek corridors, railroad rights-of-way, utility corridors, and park facilities.</li> <li>• <b>f.</b> Provide, as appropriate, bicycle lanes (Class II) or parallel bicycle/pedestrian paths (Class I) along all arterial streets and high volume collector streets, as well as along major access routes to schools and parks.</li> <li>• <b>m.</b> Maximize visibility and access for pedestrians, and encourage the removal of barriers for safe and convenient movement of pedestrians.</li> </ul> <p><b>Goal 7.5.2: Transit Policies</b></p> <ul style="list-style-type: none"> <li>• <b>d.</b> Design transit stations to provide safe and convenient vehicular, bicycle, and pedestrian access.</li> </ul>
<p><b>Contra Costa Countywide Bicycle and Pedestrian Action Plan (2018)</b></p>	<p><b>Implementation Actions</b></p> <p><b>Collaborate</b></p> <ul style="list-style-type: none"> <li>• <b>1. Develop a Vision Zero and Systematic Safety approach for Contra Costa</b></li> <li>• Support a countywide Vision Zero policy, and systematic pedestrian and bicycle safety analyses. Using a data-driven and systemic assessment of the leading causes of traffic injuries in the</li> </ul>

	<p>county, the Authority will support its partners in identifying efficient and cost-effective engineering countermeasures. Design transit stations to provide safe and convenient vehicular, bicycle, and pedestrian access.</p> <ul style="list-style-type: none"> <li>• <b>3. Overcome Across Barrier Connections</b></li> <li>• Building on the analysis and recommendations in the Caltrans' District 4 Bicycle Plan, work with Caltrans and local agencies to make Across Barrier Connections – especially freeway interchanges and waterways that inhibit access to nearby destinations – emphasizing those connections where demand and safety issues are greatest.</li> <li>• <b>4. Support and Participate in Complete Street Corridor Studies</b></li> <li>• Work with local jurisdictions and agencies and the public to develop Complete Streets Corridor Studies that identify improvements that would best serve all users within the corridor. ese studies would determine the most context-sensitive and cost-effective solutions to pedestrian and bicycle access issues within these corridors. Authority support may include direct funding or technical or staff support. Priority will be given to corridors on the CBN or within PPAs.</li> <li>• <b>Educate and Encourage</b></li> <li>• <b>Support Education and Encouragement Efforts</b></li> <li>• Continue support for 511 Contra Costa programs that educate both bicyclists and drivers on safe travel and rules of the road.</li> </ul>
<b>Antioch Downtown Specific Plan (2018)</b>	<p><b>Goal V – Support Mobility</b></p> <ul style="list-style-type: none"> <li>• <b>Objective 1.5: Create an integrated multi-modal transportation system that effectively serves the Downtown area. Improve all modes of access to and within Downtown, and provide opportunities for residents, workers, and visitors to walk, bike, drive or access transit (including Amtrak, buses, future ferry service, and links to the Hillcrest eBART station), Downtown.</b> <ul style="list-style-type: none"> <li>○ <b>Policy 1.5.1.</b> A wide range of circulation modes serve Downtown, including cars and trucks, several bus routes, Amtrak, the nearby Hillcrest EBART Station, bike and multi-use trails, and pedestrian sidewalks. Downtown ferry service is planned for the future. While most people will continue to arrive Downtown by car, this Plan encourages</li> </ul> </li> </ul>



people to use alternative modes of transportation, rather than cars, to get to and around Downtown.

- **Policy 1.5.5.** Downtown traffic is one indicator of economic health. As traffic increases due to the revitalization of Downtown, congestion issues may arise. Increasing roadway capacity to Downtown would be expensive, disruptive, and could harm existing good examples of community character, landscaping and architecture. Rather than widen streets, this Plan encourages the City to consider relaxing traffic level of service (LOS) thresholds into and in Downtown, if needed, to preserve the street environment, and prioritize pedestrian, bike and transit access.
- **Policy 1.5.6.** The existing network of bicycle lanes and multi-use trails in and around Downtown is fragmented. This Plan encourages the City to explore the means to improve such access.
- **Goal VII: Sustainable Infrastructure**
  - **Policy 1.7.3.** Promote green leadership in Antioch by expanding Downtown as a green and healthy community with sustainable building and landscape design, sustainable water use and irrigation practices, and reduced energy use. Encourage outdoor and active living with more opportunities for healthy choices including walking and biking, readily available access to transit, housing in close proximity to shopping, dining and workplaces, and access to parks, play spaces and open space for children and families to enjoy.
- **Goal B: An attractive, walkable, neighborhood-serving commercial district that complements and adds value to the adjacent residential neighborhoods.**
  - **Policy 2.6.2.** The City supports the permanent improvement of sidewalks, medians, crosswalks and roadway surfaces to improve circulation and pedestrian safety along 10th Street and other neighborhood commercial corridors.
- **Goal A: A street network within and to Downtown Antioch that offers ease of connectivity and access.**
  - **Objective 4.1: Maintain a pedestrian-friendly environment.**



	<ul style="list-style-type: none"> <li>○ <b>Policy 4.1.1:</b> In Downtown Antioch, the City of Antioch prioritizes pedestrians, cyclists, and quality of life for its residents over simple increases in traffic efficiency.</li> <li>○ <b>Program 4.1.1a:</b> The City of Antioch will pursue a study to determine whether two way stop sign intersections should be converted to four way stop intersections.</li> <li>○ <b>Program 4.1.1b:</b> The City of Antioch will re-evaluate the benefits of converting 9<sup>th</sup> and 10<sup>th</sup> Streets to an Arterial Couplet and 2nd and 4th Streets as Major Collector one-way Couplets and the potential impacts on existing residents, quality of life, and pedestrians and cyclists.</li> <li>• <b>Objective 4.2: Improve pedestrian access to and within the Downtown, and maintain a street and sidewalk system that enables walkability to major destinations, shopping, employment, housing and transit.</b></li> <li>• <b>Policy 4.2.1:</b> Close gaps in the sidewalk ramp network to ensure continuous pedestrian/wheelchair access to and within the Downtown. Currently, not all intersections have full four corner ramp access.</li> <li>• <b>Program 4.2.1a:</b> Close gaps in sidewalk/wheelchair ramp network</li> <li>• <b>Policy 4.2.2:</b> Ensure that new sidewalks, crosswalks, ramps and other pedestrian streetscape features are ADA compliant.</li> <li>• <b>Objective 4.3: Improve bicycle access to and within the Downtown that is safe and inviting for bicyclists.</b> <ul style="list-style-type: none"> <li>○ <b>Policy 4.3.1:</b> Fill in gaps in existing bicycle facilities and provide proposed new bicycle routes or trails as follows that connect key destinations, housing, shopping, employment and transit:</li> <li>○ <b>Program 4.3.1a:</b> The Rivertown to Southeast Antioch bike lane: The feasibility of this proposed bicycle facility as called for in the General Plan should be analyzed.</li> <li>○ <b>Program 4.3.1b:</b> 9th Street: Has a few disparately spaced bike route signs on it, and it should be determined whether additional signage would be beneficial.</li> <li>○ <b>Program 4.3.1c: G Street: Bike route from 6th Street south.</b></li> </ul> </li> </ul>
<b>Hillcrest Station Area Plan (2009)</b>	<b>Street Network Design</b>  <b>Street Network Policies</b>

- **C-3.** Design streets so that they incorporate medians, landscaping, sidewalks, street trees, travel lanes, bike lanes, and on-street parking, such that they:
  - Are consistent with the desired pedestrian-oriented character and safety; and,
  - Meet the needs of all users including drivers, pedestrians, persons with disabilities, bicyclists, and transit users.

#### **Pedestrian and Bicycle Circulation Policies**

- **C-40.** Prioritize pedestrian and bicyclist safety at intersections and street crossings with measures such as:
  - Contrasting and/or textured paving crosswalks;
  - In-ground, blinking crosswalk lights; and,
  - Pedestrian refuges and bulb-outs.
- **C-47.** Sidewalks should have at least a five-foot wide clear path of travel.
- **C-49.** Facilitate the provision of bike lanes on Hillcrest Avenue and East 18th Street in order to connect the Hillcrest Station Area to the regional trail network.
- **C-50.** Allow bicycle circulation on all local streets, to the extent feasible.
- **C-51.** Design and implement a multi-use trail loop around the wetlands and East Antioch Creek. This loop should include at least two pedestrian crossings across the creek.
- **C-52** Provide multi-use trails that connect from East Antioch Creek to existing neighborhood parks north of the Station Area.

#### **Freight Rail Policies**

- **C-54.** Work with Union Pacific to ensure safe pedestrian C-54 and vehicular railroad crossings.

#### **Street Design Policies**

- **UD-32.** Design streets that are consistent with the pedestrian-oriented character and safety requirements for all users, including pedestrians, bicyclists, persons with disabilities, and transit users, such that:
  - Design speeds for arterials should not exceed 35 miles per hour;
  - The width of vehicular travel lanes may be as narrow as 10 feet To help calm traffic; and,



	<ul style="list-style-type: none"> <li>Other traffic calming measures should be incorporated as necessary.</li> </ul>
<b>2017 Contra Costa Countywide Transportation Plan</b>	<ul style="list-style-type: none"> <li><b>Goal 1: Support the efficient, safe, and reliable movement of people and goods using all available travel modes</b></li> <li><b>Goal 3: Expand safe, convenient and affordable alternatives to the single occupant vehicle</b> <ul style="list-style-type: none"> <li>3.3 Complete Streets. Require local jurisdictions to incorporate policies and standards for "complete streets" that support transit, bicycle and pedestrian access in new developments, infill development areas ("Priority Development Areas"), and transit priority areas.</li> <li>3.4 Walkways and Trails. Support transit-oriented and pedestrian-friendly developments, and invest in trails, walkways, and pedestrian-oriented improvements.</li> <li>3.5 Alternative Modes. Promote the formation of more carpools and vanpools, and greater use of transit, bicycling, and walking.</li> <li>3.8 Expand Bicycle Facilities. Encourage local jurisdictions and other agencies to develop a connected and coordinated system of bicycle facilities through financial assistance, technical support, other aid, and encouragement.</li> <li>3.10 Safe Routes to School. Support Safe Routes to Schools projects and programs.</li> </ul> </li> <li><b>Performance Target 4: Reducing by 50 percent the number of injuries and fatalities from collisions</b></li> </ul>
<b>Contra Costa Countywide Transportation Safety Policy and Implementation Guide (2021)</b>	<ul style="list-style-type: none"> <li><b>A. SIGNAL TIMING &amp; PHASING</b> <ul style="list-style-type: none"> <li>Additional Signal Heads</li> <li>Extend Pedestrian Crossing Time</li> <li>Flashing Yellow Turn Phase</li> <li>Leading Pedestrian Interval</li> <li>Pedestrian Phase Recall</li> <li>Replace Permissive with Protected Left Turn</li> <li>Pedestrian Scramble</li> <li>Reduce Cycle Lengths</li> <li>Coordinated Signal Operation</li> <li>Extend Green Time for Bikes</li> <li>Extend Yellow and All Red Time</li> </ul> </li> <li><b>B. INTERSECTION &amp; ROADWAY DESIGN</b> <ul style="list-style-type: none"> <li>Close Slip Lane</li> <li>Raised Intersection</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Convert Two-Way Stop to All-Way Stop</li> <li>○ Install Sidewalk</li> <li>○ Protected Intersection</li> <li>○ Raised Median</li> <li>○ Lane Narrowing</li> <li>○ Road Diet</li> <li>○ Widen Shoulder</li> <li>○ Roundabout</li> <li>○ Signal Head Improvements</li> <li>○ Traffic Circles</li> <li>○ Programmable Signals/Visors/Louvers</li> <li>○ Edge Line/Center Line Rumble Strips</li> <li>○ Hardened Centerlines</li> <li>• <b>C. BIKEWAY DESIGN</b> <ul style="list-style-type: none"> <li>○ Bicycle Crossing (Solid Green Paint)</li> <li>○ Bicycle Signal/Exclusive Bike Phase</li> <li>○ Bike Detection</li> <li>○ Class I Bicycle Path or Mixed Use Trail</li> <li>○ Bike Box</li> <li>○ Class II Bike Lane</li> <li>○ Class IV Separated Bikeway</li> <li>○ Green Bike Lane Conflict Zone Markings</li> <li>○ Two-Stage Turn Queue Bike Box</li> </ul> </li> <li>• <b>D. PEDESTRIAN CROSSINGS</b> <ul style="list-style-type: none"> <li>○ Install Pedestrian Countdown Timer</li> <li>○ Pedestrian Hybrid Beacon (PHB)</li> <li>○ Curb Extension</li> <li>○ High-Visibility Crosswalk</li> <li>○ Pedestrian Median Barrier</li> <li>○ Raised Crosswalk</li> <li>○ Pedestrian Refuge Island</li> <li>○ Rectangular Rapid Flashing Beacon (RRFB)</li> <li>○ Reduce Curb Radius</li> <li>○ ADA-Compliant Directional Curb Ramps and Audible Push Buttons</li> <li>○ Extended Time Push Button</li> </ul> </li> <li>• <b>E. SIGNS &amp; MARKINGS</b> <ul style="list-style-type: none"> <li>○ Prohibit Right-Turn-on-Red</li> <li>○ Advance Yield Markings</li> <li>○ Advance Stop Markings</li> <li>○ Pedestrian Signs</li> </ul> </li> <li>• <b>F. OTHER</b> <ul style="list-style-type: none"> <li>○ Access Management</li> <li>○ Intersection &amp; Street Scale Lighting</li> </ul> </li> </ul>
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	Remove Obstructions for Sightlines
<b>Contra Costa Transportation Authority Transportation Expenditure Plan 2020</b>	<p><b>Policy: Complete Streets Policy</b></p> <ul style="list-style-type: none"> <li>Encourages making local streets more efficient and safe for all users—including drivers, pedestrians, bicyclists, and transit riders—and giving travelers convenient options while minimizing the need to widen roadways.</li> </ul> <p><b>Policy: Road Traffic Safety</b></p> <ul style="list-style-type: none"> <li>Requires all funding recipients to systematically apply planning and design practices that quantifiably reduce the risk of traffic-related deaths and severe injuries.</li> </ul>
<b>Contra Costa County General Plan</b>	<p><b>Roadway Transit Goals 5-A. To provide a safe, efficient and integrated multimodal transportation system.</b></p> <ul style="list-style-type: none"> <li><b>5-11.</b> The use of freeways for community circulation shall be minimized by prioritizing transit circulation, safe, direct non-motorized routes, and secondarily by additional arterials and expressways.</li> <li><b>5-15.</b> Adequate lighting shall be provided for pedestrian, bicyclist, and vehicular, safety, consistent with neighborhood desires.</li> <li><b>5-18.</b> The design and the scheduling of improvements to arterials and collectors shall give priority to intermodal safety over other factors including capacity.</li> <li><b>5-ag.</b> Design and allow for on-road bikeways on arterials and collectors as an alternative to car travel where this can be safely accommodated and off-street bikeways where on-road facilities cannot be safely accommodated or where a dedicated non-motorized facility is otherwise justified.</li> <li><b>5-36.</b> Describe a system of bicycle facilities and key attractors of bicycle and pedestrian traffic so that all travelers, including people with disabilities, can travel safely and independently.</li> <li><b>5-ai.</b> Design a growing comprehensive and safe bicycle network using a mix of existing local roads, collectors and bikeways which prioritizes bicycle movement from residences to key attractors while minimizing automobile presence on the network. Coordinate with cities, transit agencies, community groups and public utilities.</li> <li><b>5-aj.</b> Where possible, roads selected for the comprehensive bikeway system should be 35 mph or less.</li> </ul>

	<ul style="list-style-type: none"> <li>• <b>5.ak.</b> Provide safe and convenient pedestrian and bike ways in the vicinity of schools and other public facilities and in commercial areas and provide convenient access to bus routes.</li> <li>• <b>5-am.</b> Construct the bikeways shown in the Bikeway Network map and incorporate the needs of bicyclists in roadway construction and maintenance projects and normal safety and operational improvements.</li> <li>• <b>5-M</b> Improve safety for pedestrians and bicyclists.</li> <li>• <b>5-39.</b> Reduce conflicts among motorists, pedestrians and bicyclists.</li> <li>• <b>5-aw.</b> Use curb extensions and pedestrian islands and other strategies to reduce pedestrian crossing distances.</li> <li>• <b>5-ax.</b> Use traffic control devices such as signs, signals or lights to warn motorists that pedestrians or bicyclists are in the roadway.</li> <li>• <b>5-ay.</b> Provide buffers between roads and sidewalks utilizing planter strips or buffer zones that provide streetscape improvements.</li> <li>• <b>5-az.</b> Provide buffers between train tracks and non-motorized facilities when necessary, utilizing distance, barriers, or grade separation.</li> <li>• <b>5-ba.</b> Ensure that users of non-motorized facilities are channeled to legal crossings of train tracks, which are use appropriate traffic control devices and are adequately inspected and maintained.</li> <li>• <b>5-40.</b> Provide information to improve safety for pedestrians and bicyclists.</li> <li>• <b>5-bb.</b> Support development of a countywide collision data analysis program that will generate collision rates useful for planning purposes.</li> <li>• <b>5-bc.</b> Support the development and implementation of programs to educate drivers, bicyclists, and pedestrians as to their rights and responsibilities,</li> </ul>
<b>City of Antioch Traffic Calming Policy (2020)</b>	<p><b>Phase I – Enforcement &amp; Engineering</b></p> <ul style="list-style-type: none"> <li>• Conduct a Speed Study</li> <li>• Establish and Post Appropriate Signage and Striping</li> <li>• Mobile radar trailer</li> <li>• Traffic Enforcement</li> </ul> <p><b>Phase II – Traffic Calming Devices</b></p> <ul style="list-style-type: none"> <li>• Speed Humps/Cushions</li> </ul>



	<ul style="list-style-type: none"> <li>• Neighborhood Support</li> </ul> <p><b>Phase III – Removal of Traffic Calming Devices</b></p> <ul style="list-style-type: none"> <li>• Determine Neighborhood Support</li> </ul>
<p><b>City of Antioch 5 Year Capital Improvement Program (2020 – 2025)</b></p>	<p><b>Projects in Progress</b></p> <ul style="list-style-type: none"> <li>• <b>Roadway Improvements</b> <ul style="list-style-type: none"> <li>○ L Street Improvements</li> <li>○ Pedestrian/ ADA Improvements</li> <li>○ Sidewalk Repair Program</li> <li>○ Pavement Management System Program</li> <li>○ Citywide Signage Program</li> <li>○ Traffic Calming Program</li> <li>○ Downtown Lighting</li> <li>○ Hillcrest Ave. Left Turn at Wild Horse Road</li> <li>○ Hillcrest Ave/ E 18<sup>th</sup> St Median Landscape</li> </ul> </li> <li>• <b>Traffic Signal Improvements</b> <ul style="list-style-type: none"> <li>○ Traffic Signal: James Donton Blvd/ Metcalf St</li> <li>○ Traffic Signal: Laurel Road/ Canada Valley Road</li> </ul> </li> </ul>

**Appendix B: Community Input - Public Comments**



**Appendix C: Consolidated Collision Database**





**Appendix D: HSIP Eligible Countermeasures**



**Appendix E: Countermeasure Toolbox**



**Appendix F: B/C Ratio Calculation - LRSM (2020)**

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of August 9, 2022

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

**SUBMITTED BY:** Edrees Argand, Assistant Engineer EA

**REVIEWED BY:** Carlton Thompson, Assistant City Engineer CT

**APPROVED BY:** John Samuelson, Public Works Director/City Engineer JS

**SUBJECT:** Acceptance of Work and Notice of Completion for the Antioch Rivertown Gateway Sign; P.W. 679-2

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution accepting work and authorizing the City Manager or designee to file a Notice of Completion for the Antioch Rivertown Gateway Sign.

**FISCAL IMPACTS**

The Capital Improvement Budget included \$320,000 for this work through the General Fund. The final contract price was \$237,297.53.

**DISCUSSION**

On March 22, 2022, the City Council awarded this project to Corporate Sign Systems of Santa Clara, CA in the amount of \$237,297.53. This project consisted of furnishing and installing an internally illuminated two-sided Rivertown gateway sign spanning West Second Street slightly west of E Street. Additional work performed under this contract included construction of reinforced concrete footings, removal and replacement of concrete flatwork and brick pavers and performing all electrical connections.

All work on this project was completed on June 24, 2022.

**ATTACHMENTS**

- A. Resolution
- B. Notice of Completion

ATTACHMENT "A"

RESOLUTION NO. 2022/\*\*

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ACCEPTING  
WORK AND DIRECTING THE CITY MANAGER OR DESIGNEE TO FILE A NOTICE  
OF COMPLETION FOR THE ANTIOCH RIVERTOWN GATEWAY SIGN  
P.W. 679-2

**WHEREAS**, on June 22, 2021, the City Council adopted the 5-Year Capital Improvement Program 2021-2026, which included funding for the Antioch Rivertown Gateway Sign ("Project");

**WHEREAS**, the Project was published and advertised in the East County Times on February 5, 2022 and February 7, 2022, and a Notice to Contractors was sent to the construction trade journals;

**WHEREAS**, on March 1, 2022, three (3) bids were received for the Project;

**WHEREAS**, the lowest responsive and responsible bidder was submitted by Corporate Sign Systems of Santa Clara, CA;

**WHEREAS**, on March 22, 2022, Corporate Sign Systems was awarded a construction agreement by the City of Antioch to perform work associated with the Project;

**WHEREAS**, the City Council has considered accepting work and authorizing the City Manager or designee to file a Notice of Completion for the Project; and

**WHEREAS**, all work on the Project was completed on June 24, 2022, at a final contract price of \$237,297.53 in accordance with plans and specifications referred to therein.

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

1. The work on the Antioch Rivertown Gateway Sign is hereby completed and accepted; and
2. The City Manager or designee is authorized to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion for the Project.

\* \* \* \* \*



**RESOLUTION NO. 2022/\*\***

August 9, 2022

Page 2 of 2

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 9<sup>th</sup> day of August 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

A2

**ATTACHMENT "B"**

**RECORDED AT THE REQUEST  
OF:**  
CITY OF ANTIOCH, CA

**WHEN RECORDED MAIL TO:**  
CITY OF ANTIOCH  
CAPITAL IMPROVEMENTS DIVISION  
P.O. BOX 5007  
ANTIOCH, CA 94531  
(925) 779-7050

**THIS SPACE FOR RECORDER'S USE ONLY**

**NOTICE OF COMPLETION FOR THE  
ANTIOCH RIVERTOWN GATEWAY SIGN  
P.W. 679-2**

**NOTICE IS HEREBY GIVEN:**

1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That on the June 24, 2022, the work of improvements on the real property herein described was completed.
5. That the name of the original contractor, if any, for said work of improvement was Corporate Sign Systems.
6. The surety for said project was Endurance Assurance Corporation.
7. This project consisted of installing an internally illuminated two-sided Rivertown gateway sign spanning West Second Street slightly west of E Street in Antioch, California.

**THE UNDERSIGNED STATES UNDER PENALTY OF  
PERJURY THAT THE ABOVE IS TRUE AND CORRECT**

\_\_\_\_\_  
Date

\_\_\_\_\_  
JOHN SAMUELSON, P.E.  
Public Works Director/City Engineer  
City of Antioch

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of August 9, 2022

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

**SUBMITTED BY:** Carlos Zepeda, Deputy Public Works Director

**APPROVED BY:** John Samuelson, Public Works Director/City Engineer *JS*

**SUBJECT:** Consideration of Bids for Landscape Services: Four (4) Person Landscape Enhancement Crew Bid No. 988-0713-22B and Award

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Awarding an agreement for a Four (4) Person Landscape Enhancement Crew to the lowest, responsive and responsible bidder, Terracare Associates, approving a term of three (3) years starting September 1, 2022, and ending June 30, 2025, with an option to extend two (2) additional years starting July 1, 2025 and ending June 30, 2027; and
2. Authorizing the City Manager to execute the agreement with Terracare Associates for a total contract amount not to exceed \$2,432,755.20 in a form approved by the City Attorney.

**FISCAL IMPACT**

Funding for this expenditure is included in the approved Fiscal Year 2022/23 budget. Additional years will be funded with Gas Tax, and/or Measure J funding and subject to available funding programmed through the five-year CIP budget presented to Council as part of the budget approval process.

**DISCUSSION**

On March 26, 2019, Council passed resolution 2019/44 establishing a capital improvement project for median enhancements. As part of this CIP project, a Four (4) Person Landscape Enhancement Crew is needed to complete the desired landscape median enhancements. The City's current Contractor, Al Fresco Landscaping, has chosen not to renew the last year of its two (2) year contract extension. A new contractor is needed to continue median landscape enhancements throughout the City of Antioch.



In addition, this Four (4) Person Landscape Enhancement Crew will perform work in the City's rights of way within the City's Street Lighting and Landscape Maintenance Districts (SLLMDs) as allowable. The landscape work will include, but is not limited to, removing dead plant material, preparing ground for replanting with soil amendments, repairing irrigation, planting nursery stock as directed by the City, suppressing weeds, and adding recycled bark mulch. Work crews will provide near year-round enhancement services working an anticipated eleven (11) months per year. This work will continue to provide an aesthetically pleasing landscape environment to the residents and visitors of the City of Antioch.

On June 15, 2022, the Public Works Department published a Request for Bid for a Four (4) Person Landscape Enhancement Crew. Solicitation of bids closed on July 13, 2022. Two (2) complete bids were received and opened as shown on the attached bid tabulation. The bids have been checked and found to be without errors or omissions. The lowest, responsive and responsible bid was submitted by Terracare Associates, in the amount of \$2,432,755.20.

**ATTACHMENTS**

- A. Resolution
- B. Maintenance Services Agreement
- C. Bid Tabulation

**ATTACHMENT "A"**

**RESOLUTION NO. 2022/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AWARDING AN AGREEMENT WITH TERRACARE ASSOCIATES FOR A FOUR (4)  
PERSON LANDSCAPE ENHANCEMENT CREW STARTING SEPTEMBER 1, 2022  
THROUGH JUNE 30, 2025 WITH AN OPTION TO EXTEND TWO (2) ADDITIONAL  
YEARS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT  
IN AN AMOUNT NOT TO EXCEED \$2,432,755.20**

**WHEREAS**, on March 26, 2019, the Antioch City Council passed resolution 2019/44 establishing a capital improvement project for median enhancements and as part of this CIP project, a Four (4) Person Landscape Enhancement Crew is needed to complete the desired landscape median enhancements;

**WHEREAS**, the City's current Contractor, Al Fresco Landscaping, has chosen not to renew the last year of its two (2) year contract extension, and a new contractor is needed to continue median landscape enhancements throughout the City of Antioch;

**WHEREAS**, on June 15, 2022, the Public Works Department published a request for bid for a Four (4) Person Landscape Enhancement Crew, the solicitation of bids closed on July 13, 2022, and two (2) complete bids were received as shown on the attached bid tabulation; and

**WHEREAS**, the lowest, responsive and responsible bid was submitted without errors or omissions by Terracare Associates, Antioch, CA in the amount of \$2,432,755.20.

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

1. Awards the agreement for a Four (4) Person Landscape Enhancement Crew to Terracare Associates for a term of three (3) years starting September 1, 2022 and ending June 30, 2025 with an option to extend two (2) additional years starting on July 1, 2025 and ending June 30, 2027; and
2. Authorizes the City Manager to execute the agreement with Terracare Associates for a total contract amount not to exceed \$2,432,755.20 in a form approved by the City Attorney.

\* \* \* \* \*

**RESOLUTION NO. 2022/\*\***

August 9, 2022

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**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 9<sup>th</sup> day of August 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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



## ATTACHMENT "B"

### CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT TERRACARE ASSOCIATES FOR LANDSCAPE MAINTENANCE SERVICES

#### 1. PARTIES AND DATE.

This Agreement ("**Agreement**") is made and entered into this 1<sup>st</sup> day of September, 2022 ("**Effective Date**") by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 ("**City**") and **Terracare Associates**, a CORPORATION with its principal place of business at 2800 East 18<sup>th</sup> Street, Antioch CA 94509 ("**Contractor**"). City and Contractor are sometimes individually referred to as "**Party**" and collectively as "**Parties**" in this Agreement.

#### 2. RECITALS.

##### 2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Landscape Maintenance Services** to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

##### 2.2 Project.

City desires to engage Contractor to render such services for the **Four (4) Person Landscape Enhancement Crew Bid No. 988-0713-22B** project ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **4-Person Landscape Enhancement Crew** necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

### 3.1.2 Term

The term of this Agreement shall be from **September 1, 2022** to **June 30, 2025**, with the option to extend an additional two years (FY2025/2026 and FY 2026/2027), unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement. Please see "Schedule of Services" attached as Exhibit "B," for proposed schedule.

## 3.2 **Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates the **Deputy Public Works Director**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Kris Dasso**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of five hundred Dollars (\$500.00) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated



and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance. Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "D" (Insurance

Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.2.13 Payment and Performance Security

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered



qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13.5 Retention. From each City-approved payment request, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All retention shall be released and paid to Contractor within thirty-five (35) calendar days of the end of the Agreement term or any extensions thereto subject to the following conditions. The Contractor shall request that the City's Representative or designee inspect all maintenance areas within thirty (30) business days prior to the expiration of the term of the Agreement. The City's Representative or designee shall inspect the maintenance areas with the Contractor to determine if the maintenance areas are in conformance with the requirements under this Agreement. If any corrections of deficiencies in the work are needed, Contractor must complete all corrections by the end of the Agreement term and prior to release of retention by the City. Should any maintenance areas requiring correction following expiration of the Agreement term, the City may make arrangements to have the corrections completed at the Contractor's sole cost and expense. The cost to complete such corrections will be deducted from the retention held by the City, and the balance, if any and subject to any other authorized withholdings, will be released to the Contractor. 3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Million, Four Hundred Thirty Two Thousand, Seven Hundred Fifty Five Dollars and Twenty Cents (\$2,432,755.20)** without written approval of City's Deputy Public Works Director over the 5-year contract term. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

### 3.3.5 California Labor Code Requirements

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

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

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

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.4 Agreement Subject to Appropriation of Funds. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Antioch City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

### **3.5 General Provisions.**

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

**Terracare Associates**  
**Kris Dasso**  
2800 East 18<sup>th</sup> Street  
Antioch CA 94509

**City:**

Public Works Department  
Carlos Zepeda  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

**City:**

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### **3.5.2 Indemnification.**



3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall

be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.19 Wage Theft Prevention.

3.5.19.1 Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

3.5.19.2 BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

3.5.19.3 If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.



3.5.19.4 For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

3.5.19.5 Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

3.5.19.6 Notice provided to the City shall be addressed to: Attention: City Manager, P. O. Box 5007, Antioch, CA 94531-5007. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF ANTIOCH  
AND TERRACARE ASSOCIATES**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 1st day of September 2022.

**CITY OF ANTIOCH**

*Approved By:*

\_\_\_\_\_  
Cornelius H. Johnson  
City Manager

ATTEST:

\_\_\_\_\_  
Elizabeth Householder  
City Clerk

*Approved As To Form:*

\_\_\_\_\_  
Thomas Lloyd Smith  
City Attorney

**Terracare Associates**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

## EXHIBIT "A"

### SCOPE OF SERVICES

**A. SCOPE OF WORK - BID NO. 988-0713-22B – 4-PERSON LANDSCAPE ENHANCEMENT CREW:**

The City of Antioch is requesting a quote for a 4-person landscape enhancement crew to work 8 hours per day. The crew will work as directed by the City in the medians and landscaped rights-of-way throughout the City of Antioch.

**1) CITY WILL PROVIDE:**

- A) **Inspection** – The City's representative will answer questions and inspect work for contract compliance.
- B) **Direction and Quality Control** – The City's representative will provide work areas to enhance and answer questions as to the type of trimming, ground preparation and replanting needed.
- C) **Plant Material** – The City will provide all plant material including bark and soil amendments needed to replace dead or missing plants and trees.
- D) **Irrigation Supplies**- City will provide controllers, valves, sprinkler heads, bubblers, irrigation tubing, and risers as needed.
- E) **Notice** – The City shall give a 72-hour notice for the start of work and provide a schedule of workdays.
- F) **Disposal Site** – The City will provide to the contractor, a disposal site within twelve miles of all work locations.

**2) CONTRACTOR WILL PROVIDE THE FOLLOWING:**

- A) **Work Crew**
  - a) A safe, motivated, and skilled 4-person crew or team capable of productively pruning and trimming vegetation in a highly efficient and productive manner.
  - b) A crew capable of efficiently and professionally planting missing trees, shrubs, and ground cover including any soil preparation and amendments needed prior to planting.
  - c) A crew capable and trained to apply necessary pre-emergent herbicide prior to spreading bark.
  - d) A crew capable of performing irrigation repairs and installation such as replacing valves, changing out sprinkler heads, repairing and/or trenching mainlines, laterals, and installing flow sensors.
  - e) Crew to also pick up all litter/debris in the respective work areas unless otherwise directed.
  - f) Contractor to ensure all state, federal and OSHA safety regulations are met including but not limited to cold drinking water, shade and rest periods.
  - g) The duration of the annual working months are estimates only and no guarantee of work. The 4-person crew is estimated to work approximately 10 to 11 months per 12-month period, February thru December, Monday - Friday, 8 hours per day.
  - h) Saturday work is on an as needed basis; availability is required.
- B) **Equipment:** *The following equipment is required:*
  - a) One (1) commercial grade string trimmer or weed whacker.
  - b) One (1) Engine Powered Rear Tine Rototiller 8 hp minimum.
  - c) One (1) Commercial grade trencher on an as needed basis.
  - d) Two (2) commercial grade gas powered trimmers: (1) pole hedge trimmer and (1) short trimmer.
  - e) One (1) commercial grade blower.
  - f) One (1) 6-yard (minimum size) dump truck or a truck and 6 cubic yard (minimum size) hydraulic dump trailer in place of a 6-yard (minimum size) dump truck.



- g) One (1) chainsaw (have onsite and available if needed).
  - h) Rakes, shovels, brooms, etc., as needed to complete the task.
  - i) One (1) Caltrans approved arrow board.
- C) **Herbicide:** The contractor will provide a trained pesticide applicator to apply any necessary granular pre-emergent herbicide after planting. Contractor is to supply the herbicide and is responsible for the safe application and reporting of any pesticide use to the Contra Costa Department of Agriculture and/or California Department of Pesticide Regulation. Contractor to bid for the cost of pre-emergent herbicide materials and labor at a per square foot rate under the heading "Pre-Emergent Herbicide Material and Labor Rate Per Square Foot" of the bid submittal.
- D) **Safety:** Contractor is responsible for all onsite safety and traffic control (required). Additionally, items furnished shall meet requirements of the Occupational Safety and Health Act (OSHA), federal, state, and local requirements, in addition to requirements of appropriate safety standard organizations.
- a) Workers to always wear reflective vests.
  - b) Vehicles must be clearly labeled with company name and vehicles numbers.
  - c) All lane street closures must comply with Caltrans regulations and specifications; including but not limited to signs, taper length, and devices. Unsatisfactory traffic control will not be tolerated and may be cause for immediate job shutdown or dismissal from contract.
  - d) Contractor must always possess an approved traffic control plan.
  - e) Minimum of 50 (more may be required) 28-inch cones
- E) **Communication:** At least one crew member must be able to communicate with City staff in English, both verbally and in writing.
- F) **Cost:** The Contractor shall quote a price that includes compliance with all specifications listed above, including labor, equipment, herbicide, traffic control and any other incidentals to complete the worksafely and efficiently.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**Please see Exhibit A**

# EXHIBIT "C"

## COMPENSATION

OFFICIAL BID SUBMITTAL

PAGE 1 OF 14

INITIAL HERE *JS*

### III. BID SUBMITTAL WORK SHEET - BID NO. 988-0713-22B

Your Company Name: Terracare Associates

Contact Name: Kris Dasso

Contact Phone: 925-383-0929

Contact Email: kris.dasso@myterracare.net

#### 4-PERSON LANDSCAPE ENHANCEMENT CREW

The Contractor shall quote a price that includes compliance with all specifications listed, including labor, equipment, herbicide, traffic control and any other incidentals to complete the worksafely and efficiently.

4-PERSON LANDSCAPE ENHANCEMENT CREW					
Fiscal Year	* Cost 8 Hr. Day	Qty.	* Cost Per Week	Qty.	* Cost 11 Months
22/23	\$ 1,908.00	x5 =	\$ 9,540.00	x48 =	\$ 457,920.00
23/24	\$ 1,965.24	x5 =	\$ 9,826.20	x48 =	\$ 471,657.60
24/25	\$ 2,032.48	x5 =	\$ 10,162.20	x48 =	\$ 487,785.60
Optional 2 Year Extension					
25/26	\$ 2,088.16	x5 =	\$ 10,420.80	x48 =	\$ 500,148.40
26/27	\$ 2,146.64	x5 =	\$ 10,733.20	x48 =	\$ 515,195.60
Five Year Grand Total:					\$ 2,432,755.20

PRE-EMERGENT HERBICIDE MATERIALS AND LABOR RATE PER SQUARE FOOT PER FISCAL YEAR:

Fiscal Year	* Rate/Square Foot
FY 22/23	\$0.05
FY 23/24	\$0.055
FY 24/25	\$0.06
Optional 2 Year Extension	
FY 25/26	\$0.065
FY 26/27	\$0.07



## EXHIBIT "D"

### INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Contractor's Agreement.**

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

#### **Commercial General Liability (CGL):**

  X   Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

       Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

       Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$5,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

#### **Automobile Liability:**

X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000.00** combined single limit for bodily injury and property damage.

\_\_\_ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

\_\_\_ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor, regardless of where the vehicles are kept or driven.

**Professional Liability (Errors and Omissions):**

\_\_\_ Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

\_\_\_ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

\_\_\_ Insurance appropriates to the Contractor's profession, with limit no less than \_\_\_\_\_ per occurrence or claim, \_\_\_\_\_ aggregate

**Workers' Compensation Insurance:**

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000.00** per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees. Waiver needed.)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

**Builder's Risk (Course of Construction):**

\_\_\_ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

**Contractor's Pollution Legal Liability:**

\_\_\_\_ Contractor's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

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

### **Cyber Liability Insurance**

\_\_\_\_ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

### **Surety Bonds:**

Contractor shall provide the following Surety Bonds:

  X   Bid Bond  
\_\_\_\_ Performance Bond or \_\_\_\_ Retention Bond  
\_\_\_\_ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price, unless described in request for Proposal. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

### **Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain the following provisions:

  X   **Additional Insured Status and Primary/Non-Contributory Language:**

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations



coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

\_\_\_\_ **Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)**

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

\_\_\_\_ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

\_\_\_\_ **Waiver of Subrogation:**

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.

\_\_\_\_ **Completed Operations**

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

**Deductibles and Self-Insured Retentions ("SIR"):**

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

option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**Acceptability of Insurers:**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

**Claims Made Policies: (note - should be applicable only to professional liability, see below)**

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

**Subcontractors:**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

**Verification of Coverage:**

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

**Special Risks or Circumstances**

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

**Failure to Comply:**

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

**Applicability of Coverage:**

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



# ATTACHMENT "C"



**Bid Tabulation**  
**4 Person Landscape Enhancement Crew Bid No. 988-0713-22B**  
**Bid Closed: July 13, 2022 at 2 PM**

4 Person Crew At Various Locations	Terracare Associates	Silva Landscape
July 1, 2022 to June 30, 2023	\$457,920.00	\$499,200.00
July 1, 2023 to June 30, 2024	\$471,657.60	\$522,240.00
July 1, 2024 to June 30, 2025	\$487,785.60	\$537,600.00
Total:	\$1,417,363.20	\$1,559,040.00
<b>Optional Two Year Renewal:</b>		
July 1, 2025 to June 30, 2026	\$500,198.40	\$576,000.00
July 1, 2026 to June 30, 2027	\$515,193.60	\$599,040.00
Total:	\$1,015,392.00	\$1,175,040.00
<b>Grand Total:</b>	<b>\$2,432,755.20</b>	<b>\$2,734,080.00</b>

Non-responsive Bidders: Al Fresco Landscaping  
 Brightview  
 Forster Kroeger  
 MCE  
 Perez Nursery & Landscaping



CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of August 9, 2022

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

**SUBMITTED BY:** Carlton Thomson, Assistant City Engineer *CT*

**APPROVED BY:** John Samuelson, Public Works Director/City Engineer *JS*

**SUBJECT:** Resolution to Accept the Conveyance and Assignment of Property Rights for the Lindsey Basin Finalization Tasks and Right of Way Transfer Project

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution to accept the conveyance and assignment of two fee parcels, two Grants of Easements and one Assignment of Easement in connection with the Lindsey Basin Finalization Tasks and Right of Way Transfer Project from the Contra Costa County Flood and Water Conservation District.

**FISCAL IMPACT**

There is no projected financial impact.

**DISCUSSION**

On January 5, 2021, the Contra Costa County Board of Supervisors approved the proposed Lindsey Basin Finalization Tasks and Right of Way Transfer Project ("Project") and determined the Project was exempt from the California Environmental Quality Act (CEQA), under CEQA guidelines section 15061(b)(3). The CEQA notice of exemption was filed on January 8, 2021.

Contra Costa County Flood Control District ("District") is transferring property rights for the Lindsey Basin from the District to the City. Lindsey Basin is a local, non-regional flood control facility located in the City of Antioch. The extent of Lindsey Basin lies southeast of Laurel Road, southwest of Neroly Road, and northeast of Highway 4. It was constructed with the intent to be owned and maintained by the local jurisdiction (Antioch) after construction. Initial construction of the basin took place around 1988, with final modifications having been completed in 2007. Lindsey Basin is located on five Flood Control District-owned parcels that are to be transferred to the City of Antioch. In addition, several utility entities hold easements in the immediate vicinity of those parcels that will be included in the transfer. Lindsey Basin is situated along East Antioch Creek in the eastern part of the City of Antioch.



The Project has been completed and in order for the City to accept ownership and perform maintenance it is necessary for the District to convey the parcels and easement rights to the City of Antioch.

**ATTACHMENTS**

- A. Resolution
- B. Vicinity Map
- C. County Counsel Approval Dated April 12, 2022
- D. Grant Deed for APN 053-060-028
- E. Grant Deed for APNs 053-072-021, -024, -027 & -xxx; 053-060-029
- F. Grant of Easement for APN 053-060-028 (portion of) FCPID 5260
- G. Grant of Easement for APN 053-060-028 (portion of) FCPID 5259
- H. Assignment of Easements

**ATTACHMENT "A"**

**RESOLUTION NO. 2022/\*\***

**RESOLUTION TO ACCEPT THE CONVEYANCE & ASSIGNMENT OF  
PROPERTY RIGHTS FOR THE LINDSEY BASIN FINALIZATION TASKS AND  
RIGHT OF WAY TRANSFER PROJECT**

**WHEREAS**, the City Council is requested to accept the conveyance and assignment of the property rights for the Lindsey Basin finalization tasks and right of way transfer.

**NOW, THEREFORE, BE IT RESOLVED** this City Council has approved and accepted the conveyance and assignment of two fee parcels, two Grants of Easements and one Assignment of Easement for Parcel Numbers 053-060-028, and 053-072-021, 053-072-024, 053-072-027, 053-072-xxx, and 053-060-029 in connection with the Lindsey Basin Finalization Tasks and Right of Way Transfer Project.

**BE IT FURTHER RESOLVED** that the City Manager or designee is hereby authorized to sign the grant deeds, grants of easements, and the assignment of easements performing the transfer of a county owned parcel to the City of Antioch.

\* \* \* \* \*

**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 9<sup>th</sup> day of August 2022, by the following vote:

**AYES:**

**NOES:**

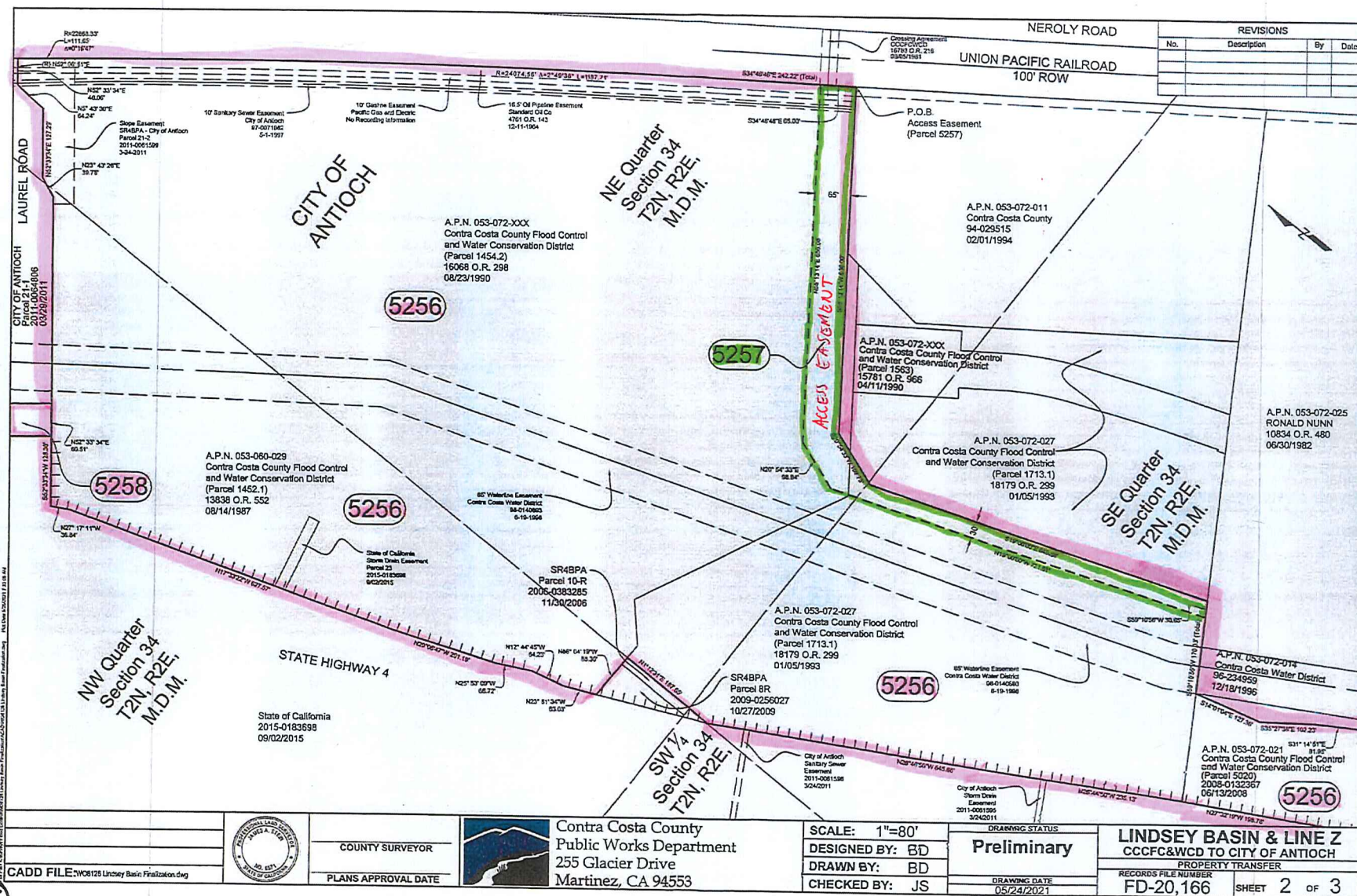
**ABSTAIN:**

**ABSENT:**

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







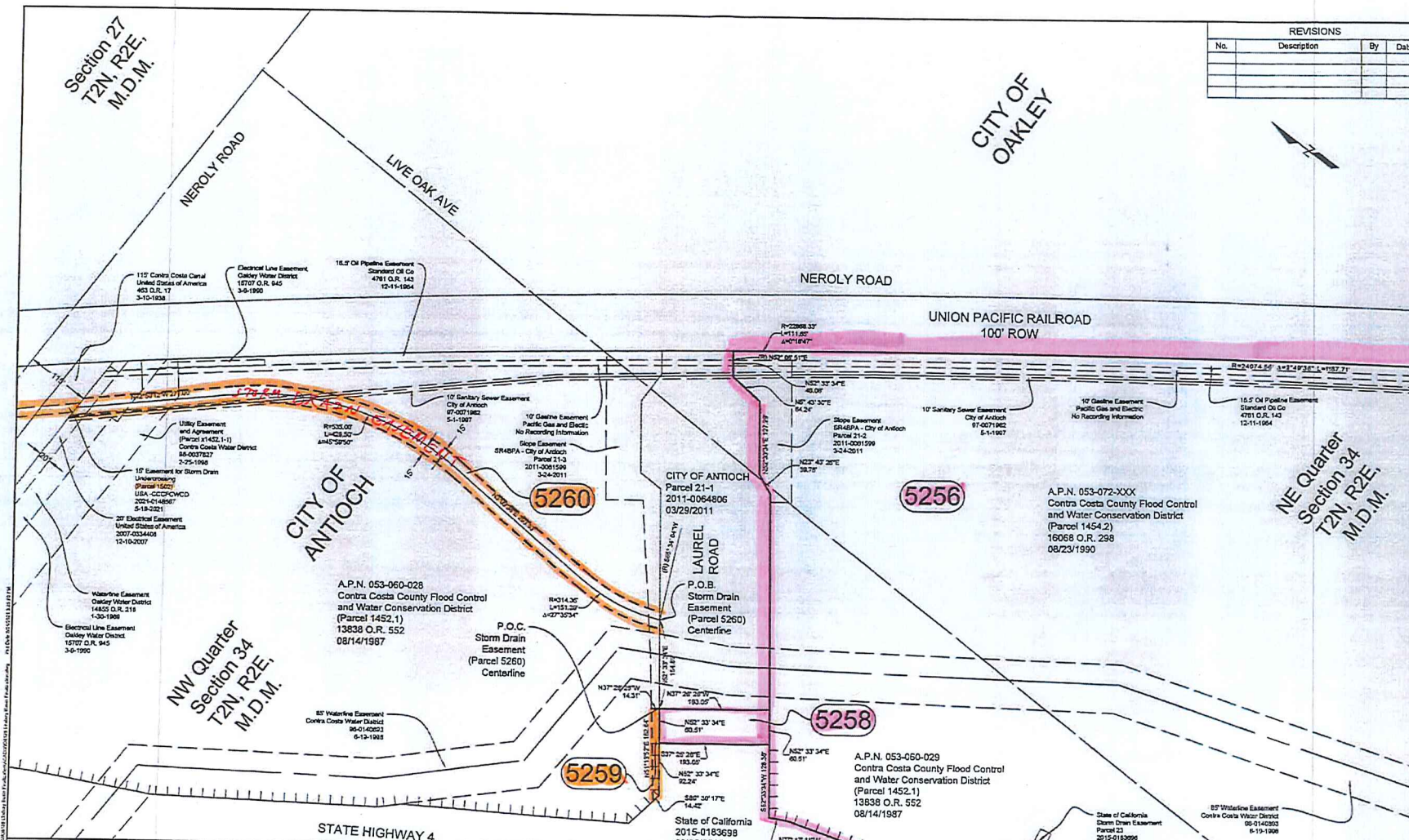
9





Section 27  
T2N, R2E,  
M.D.M.

CITY OF  
OAKLEY

REVISIONS			
No.	Description	By	Date



CADD FILE: \\WORK126\lindsey\basin\finalization.dwg 	COUNTY SURVEYOR  PLANS APPROVAL DATE	 Contra Costa County Public Works Department 255 Glacier Drive Martinez, CA 94553	SCALE: 1"=80' DESIGNED BY: BD DRAWN BY: BD CHECKED BY: JS	DRAWING STATUS <b>Preliminary</b> DRAWING DATE 05/24/2021	<b>LINDSEY BASIN &amp; LINE Z</b> CCCFC&WCD TO CITY OF ANTIOCH PROPERTY TRANSFER RECORDS FILE NUMBER FD-20,166	SHEET 3 of 3
			STATE OF CALIFORNIA 2015-0183698 09/02/2015	A.P.N. 053-072-XXX Contra Costa County Flood Control and Water Conservation District (Parcel 1454.2) 19068 O.R. 258 08/23/1990	A.P.N. 053-060-028 Contra Costa County Flood Control and Water Conservation District (Parcel 1452.1) 13838 O.R. 552 08/14/1987	A.P.N. 053-060-029 Contra Costa County Flood Control and Water Conservation District (Parcel 1452.1) 13838 O.R. 552 08/14/1987

303

# ATTACHMENT "C"

C. 10

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: April 12, 2022



Contra  
Costa  
County

**Subject:** Approve the conveyances & assignment of property rights to the City of Antioch for Lindsey Basin Finalization Tasks and Right of Way Transfer Project

**RECOMMENDATION(S):**

Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District (District), APPROVE and AUTHORIZE the conveyances and assignment of two (2) fee parcels, two (2) Grant of Easements and one (1) Assignment of Easements, to the City of Antioch (City) in connection with the Lindsey Basin Finalization Tasks and Right of Way Transfer Project (Project) pursuant to Government Code Section 25365 and Section 6.1 of the Contra Costa County Flood Control and Water Conservation District Act. (CP# 20-19) (Project No. 7566-6D8126)

AUTHORIZE the Chair, Board of Supervisors, to execute on behalf of the District, the conveyance documents.

DIRECT the Real Estate Division of the Public Works Department to deliver a certified copy of this Board Order with the conveyance documents to the City for Acceptance and recording in the office of the County Clerk-Recorder.

**FISCAL IMPACT:**

100% Drainage Area 56 Funds



APPROVE



OTHER



RECOMMENDATION OF CNTY ADMINISTRATOR



RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 04/12/2022 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

Contact: Olivia Reynolds-Freeman  
925-957-2462

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: April 12, 2022

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

*Stacey M. Boyd*



cc:

C1



#### BACKGROUND:

On January 5, 2021, the Board of Supervisors approved the proposed project and determined the Project was exempt from the California Environmental Quality Act (CEQA), under CEQA Guidelines section 15061(b)(3). The CEQA notice of exemption was filed on January 8, 2021.

The purpose of this project is to transfer property rights for the Lindsey Basin from the District to the City. Lindsey Basin is a local, non-regional flood control facility located in the City of Antioch. It was constructed with the intent to be owned and maintained by the local jurisdiction (the City) after Construction. Initial construction of the basin took place around 1988, with final modifications having been completed in 2007. Lindsey Basin is located on five Flood Control District-owned parcels that are to be transferred to the City of Antioch. In addition, several utility entities hold easements in the immediate vicinity of those parcels that will be included in the transfer. Lindsey Basin is situated along East Antioch Creek in the eastern part of the City of Antioch, Contra Costa County. The extents of Lindsey Basin lie southeast of Laurel Road, southwest of Neroly Road, and northeast of Highway 4.

The Project has been completed and in order for the City to accept ownership and maintain their facilities, it is necessary for the District to convey the parcels and easement rights.

The Notice of Intention to convey and assign property rights to the City was published in the East Bay Times at least one week prior to this Board meeting, as required by Government Code Section 6061.

#### CONSEQUENCE OF NEGATIVE ACTION:

The District will continue to be responsible for the ownership and maintenance of a non-regional flood control facility located within a local jurisdiction (City of Antioch).

#### ATTACHMENTS

Grant Deeds

Grant of Easements

Assignment of Easements

## ATTACHMENT "D"

Recorded at the request of:  
City of Antioch

Return to:  
City of Antioch  
Attn: City Manager  
P.O. Box 5007  
Antioch, CA 94531

Mail Tax Statement to:  
City of Antioch  
Attn: City Manager  
P.O. Box 5007  
Antioch, CA 94531

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX  
PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

Portion of Assessor's Parcel No.: 053-060-028  
FCPID 5258

### GRANT DEED

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district, organized under the laws of the State of California,

**Grants to** the City of Antioch, a California municipal corporation, the following described real property in the City of Antioch, County of Contra Costa, State of California,

**FOR DESCRIPTION AND PLAT MAP, SEE ATTACHED EXHIBITS "A" AND "B"**

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

Dated 4-12-2022

By Karen Mitchoff  
Karen Mitchoff  
Chair, Board of Supervisors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF CONTRA COSTA )

On 4-12-2022 before me, Jane McNamee Clerk of the Board of Supervisors, Contra Costa County, personally appeared Karen Mitchoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Jane McNamee

Deputy Clerk



Laurel Road Fee Title  
Contra Costa County Flood Control and  
Water Conservation District to City of Antioch  
Drawing Number FA 20,168

**EXHIBIT "A"**

Real property located in the City of Antioch, County of Contra Costa, State of California, being a portion of that parcel of land described as Parcel 1452.1 in the Grant Deed from Mary Ann Mateas to the Contra Costa County Flood Control and Water Conservation District recorded on August 14, 1987 at Book 13838 O.R. Page 552 at the office of the Contra Costa County Recorder, all in the Northwest Quarter of Section 34, Township 2 North, Range 2 East, Mount Diablo Meridian, more particularly described as follows:

**Fee Title FCPID 5258**

Beginning at the northwest corner of that parcel described as Parcel 21-1 in the Grant Deed from the State Route 4 Bypass Authority to the City of Antioch recorded on March 29, 2011 at Recorder's Series Number 2011-0064806 thence along the west line of said parcel line south 37°26'26" east for a distance of 193.05 feet; thence south 52°33'34" west for a distance of 60.51 feet to a point on the easterly Right of Way line of State Highway 4, as described in the Grant Deed from the State Route 4 Bypass Authority to the State of California recorded on September 2, 2015 at Recorder's Series Number 2015-0183698; thence along said Right of Way line north 37°26'26" west for a distance of 193.05 feet; thence north 52°33'34" east for a distance of 60.51 feet to the Point of Beginning.

Containing a total of 11,680 square feet of land, more or less.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act:

Signature: James A. Stein

Licensed Land Surveyor  
Contra Costa County Public Works Department

Date: 5/25/2021





# EXHIBIT "B"

## PLAT TO ACCOMPANY EXHIBIT "A"

APN 053-060-028  
 Contra Costa County Flood Control and  
 Water Conservation District  
 (Parcel 1452.1)  
 13838 O.R. 552  
 08/14/1987

NW Quarter  
 Section 34  
 T2N, R2E,  
 M.D.M.

LAUREL ROAD

CITY OF ANTIOCH  
 2011-0064806  
 03/29/2011

State of California  
 2015-0183698  
 09/02/2015

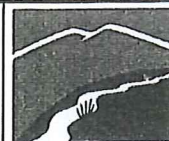
FCPID 5258

APN 053-060-029  
 Contra Costa County Flood  
 Control and Water  
 Conservation District  
 (Parcel 1452.1)  
 13838 O.R. 552  
 08/14/1987

### Right of Way

Instr \_\_\_\_\_ Recorded \_\_\_\_\_

Series # \_\_\_\_\_



Contra Costa County  
 Public Works Department  
 255 Glacier Drive  
 Martinez, CA 94553

SCALE: 1" = 40'

DATE: 05/20/2021

DRAWN BY: BD

DRAWING NO.

CHECKED BY: JS

FA-20,168

D3

## ATTACHMENT "E"

Recorded at the request of:  
City of Antioch

Return to:  
City of Antioch  
Attn: City Manager  
P.O. Box 5007  
Antioch, CA 94531

Mail Tax Statement to:  
City of Antioch  
Attn: City Manager  
P.O. Box 5007  
Antioch, CA 94531

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX  
PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

Portions of Assessor's Parcel Nos.: 053-072-021, -024, -027 & -xxx; 053-060-029  
FCPID 5256 & 5257

## GRANT DEED

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district, organized under the laws of the State of California,

**Grants to** the City of Antioch, a California municipal corporation, the following described real property in the City of Antioch, County of Contra Costa, State of California,

**FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

Dated 4/12/2022

By

Karen Mitchoff  
Karen Mitchoff  
Chair, Board of Supervisors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF CONTRA COSTA ✓

On April 12, 2022 before me, Stacey M. Boyd Clerk of the Board of Supervisors, Contra Costa County, personally appeared Karen Mitchoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Stacey M. Boyd

Deputy Clerk





Lindsey Basin & Line Z  
Fee Title Contra Costa County Flood Control and  
Water Conservation District to City of Antioch  
Drawing Number FD-20,166

**EXHIBIT "A"**

Real property located in the City of Antioch, County of Contra Costa, State of California, being all of that parcel of land described as Parcel 5019 in the Grant Deed from the Fenolio Family Trust U/T/A, et.al. to the Contra Costa County Flood Control and Water Conservation District recorded on November 13, 2007 at Recorder's Series Number 2007-0313260, all of that parcel of land described as Parcel 5020 in the Grant Deed from Ronald E. Nunn to the Contra Costa County Flood Control and Water Conservation District recorded on June 13, 2008 at Recorder's Series Number 2008-0132367, a portion of that parcel of land described as Parcel 1713.1 in the Grant Deed from Ronald E. Nunn to the Contra Costa County Flood Control and Water Conservation District recorded on January 5, 1993 at Book 18179 O.R. Page 299, a portion of that parcel of land described as Parcel 1454.2 in the Grant Deed from Ronald E. Nunn to the Contra Costa County Flood Control and Water Conservation District recorded on August 23, 1990 at Book 16068 O.R. Page 298 and a portion of that parcel of land described as Parcel 1452.1 in the Grant Deed from Mary Ann Mateas to the Contra Costa County Flood Control and Water Conservation District recorded on August 14, 1987 at Book 13838 O.R. Page 552 at the office of the Contra Costa County Recorder, all in the Northwest Quarter, the Northeast Quarter and the Southeast Quarter of Section 34, Township 2 North, Range 2 East, Mount Diablo Meridian, more particularly described as follows:

**Fee Title FCPID 5256**

Beginning at the southwest corner of said parcel described in the Grant Deed recorded at Recorder's Series Number 2007-0313260, said point being the beginning of a curve, concave to the west, having a radius of 1008.07 feet and the central point of which bears north 80°22'26" west; thence along the easterly Right of Way line of State Highway 4, as described in the Grant Deed from the State Route 4 Bypass Authority to the State of California recorded on September 2, 2015 at Recorder's Series Number 2015-0183698, and along said curve through a central angle of 23°31'19" for an arc distance of 413.85 feet to the beginning of a non-tangent curve concave to the west, having a radius of 3,122.83 feet and the central point of which bears south 85°12'19" west; thence continuing along said Right of Way line and along said curve through a central angle of 4°47'33" for an arc distance of 261.21 feet to the beginning of a non-tangent curve, concave to the west, having a radius of 1,231.92 feet and the central point of which bears south 86°07'59" west; thence continuing along said Right of Way line and along said curve through a central angle of 16°23'01" for an arc distance of 352.26 feet to a point of a reverse curve, concave to the east and having a radius of 328.08 feet; thence continuing along said Right of Way line and along said curve through a central angle of 10°45'02" an arc distance of 61.56 feet to a point of a reverse curve, concave to the west and having



a radius of 841.09 feet; thence continuing along said Right of Way line and along said curve through a central angle of  $23^{\circ}46'48''$  for an arc distance of 349.09 feet to the beginning of a non-tangent curve, concave to the southwest, having a radius of 3,122.83 feet and the central point of which bears south  $66^{\circ}29'37''$  west; thence continuing along said Right of Way line and along said curve through a central angle of  $5^{\circ}13'57''$  for an arc distance of 285.19 feet; thence continuing along said Right of Way line north  $27^{\circ}32'19''$  west for a distance of 198.78 feet; thence continuing along said Right of Way line north  $28^{\circ}44'50''$  west for a distance of 235.13 feet; thence continuing along said Right of Way line north  $28^{\circ}46'50''$  west for a distance of 645.86 feet to the south corner of Parcel 10-R described in the Final Order of Condemnation from Delizia Ranch, LLC, et.al. (Defendants) to the State Route 4 Bypass Authority (Plaintiff) recorded on November 30, 2006 at Recorder's Series Number 2006-0383285; thence along the west line of said parcel north  $1^{\circ}12'31''$  east for a distance of 187.65 feet to the northeast corner of said parcel; thence along the north line of said parcel and along the north line of Parcel 8R described in the Final Order of Condemnation from the Mary Ann Mateas Living Trust, et.al. (Defendants) to the State Route 4 Bypass Authority (Plaintiff) recorded on October 27, 2009 at Recorder's Series Number 2009-0256027, north  $88^{\circ}04'19''$  west for a distance of 88.30 feet to a point on said east Right of Way line of State Highway 4 (2015-0183698); thence along said Right of Way line north  $23^{\circ}51'34''$  west for a distance of 63.03 feet; thence continuing along said Right of Way line north  $12^{\circ}44'45''$  west for a distance of 64.23 feet; thence continuing along said Right of Way line north  $25^{\circ}53'09''$  west for a distance of 66.72 feet; thence continuing along said Right of Way line north  $20^{\circ}06'47''$  west for a distance of 201.19 feet; thence continuing along said Right of Way line north  $17^{\circ}33'22''$  west for a distance of 627.57 feet; thence continuing along said Right of Way line north  $27^{\circ}17'11''$  west for a distance of 36.84 feet; thence continuing along said Right of Way line and along the south Right of Way line for Laurel Road as described in the Grant Deed from the State Route 4 Bypass Authority to the City of Antioch recorded on March 29, 2011 at Recorder's Series Number 2011-0064806 north  $52^{\circ}33'34''$  east for a distance of 567.86 feet; thence continuing along said south Right of Way line (2011-0064806) north  $23^{\circ}43'26''$  east for a distance of 39.78 feet; thence continuing along said south Right of Way line north  $52^{\circ}33'34''$  east for a distance of 127.29 feet; thence continuing along said south Right of Way line north  $5^{\circ}43'30''$  east for a distance of 64.24 feet; thence continuing along said south Right of Way line north  $52^{\circ}33'34''$  east for a distance of 46.06 feet to a point on the west Right of Way line of the Union Pacific Railroad and the beginning of a non-tangent curve, concave to the southwest, having a radius of 22,868.33 feet and the central point of which bears south  $52^{\circ}06'51''$  west; thence along said west Right of Way line and along said curve through a central angle of  $0^{\circ}16'47''$  for an arc distance of 111.65 feet to the beginning of a tangent curve, concave to the southwest, and having a radius of 24,074.56 feet; thence continuing along said west Right of Way line and along said curve through a central angle of  $2^{\circ}49'36''$  for an arc distance of 1,187.71 feet; thence continuing along said west Right of Way line south  $34^{\circ}46'46''$  east for a distance of 242.22 feet to the northeast corner of Parcel X-72 described in the Quitclaim Deed from the Contra Costa County Flood Control and Water Conservation District to Contra Costa County recorded on February 1, 1994 at Recorder's Series Number 94-029515; thence along the north line of said Parcel X-72 and the extension thereof south  $55^{\circ}13'14''$  west for a distance of 636.00 feet; thence south  $20^{\circ}54'33''$  west



for a distance of 109.73 feet; thence south 19°00'00" east for a distance of 649.88 feet to a point on the south line of said parcel described in the Grant Deed recorded at Book 18179 O.R. Page 299; thence along said south line south 59°10'56" west for a distance of 170.33 feet to the northeast corner of said parcel described in the Grant Deed recorded at Recorder's Series Number 2008-0132367; thence along the east line of said parcel south 14°01'04" east for a distance of 127.36 feet; thence continuing along said east line south 35°27'38" east for a distance of 102.23 feet; thence continuing along said east line south 31°14'51" east for a distance of 81.95 feet; thence continuing along said east line south 28°16'27" east for a distance of 251.61 feet to the northeast corner of said parcel described in the Grant Deed recorded at Recorder's Series Number 2007-0313260; thence along the east line of said parcel south 18°39'24" east for a distance of 373.49 feet; thence continuing along said east line south 13°02'19" east for a distance of 355.21 feet; thence continuing along said east line south 4°41'49" east for a distance of 335.62; thence continuing along said east line south 2°42'01" east for a distance of 171.86 feet to the beginning of a tangent curve, concave to the west and having a radius of 2,900.01 feet; thence continuing along said east line and along said curve through a central angle of 4°13'09" for an arc distance of 213.55; thence continuing along said east line south 1°41'27" west for a distance of 12.28 feet to the southeast corner of said parcel; thence along the south line of said parcel north 89°30'15" west for a distance of 177.91 feet to the Point of Beginning

Containing a total of 2,163,287 square feet of land (49.66 acres), more or less.

**Reserving therefrom FPCID 5257**

An Access Easement for ingress and egress to the Grantor's remaining lands over the strip of land described as follows;

Real property located in the City of Antioch, County of Contra Costa, State of California, being a portion of that parcel of land described as Parcel 1713.1 in the Grant Deed from Ronald E. Nunn to the Contra Costa County Flood Control and Water Conservation District recorded on January 5, 1993 at Book 18179 O.R. Page 299 and a portion of that parcel of land described as Parcel 1454.2 in the Grant Deed from Ronald E. Nunn to the Contra Costa County Flood Control and Water Conservation District recorded on August 23, 1990 at Book 16068 O.R. Page 298 at the office of the Contra Costa County Recorder, all in the Northeast Quarter and the Southeast Quarter of Section 34, Township 2 North, Range 2 East, Mount Diablo Meridian, more particularly described as follows:

Beginning at the northeast corner of Parcel X-72 described in the QuitClaim Deed from the Contra Costa County Flood Control and Water Conservation District to Contra Costa County recorded on February 1, 1994 at Recorder's Series Number 94-029515; thence along the north line of said Parcel X-72 and the extension thereof south 55°13'14" west for a distance of 636.00 feet; thence south 20°54'33" west for a distance of 109.73 feet; thence south 19°00'00" east for a distance of 649.88 feet to a point on the south line of said parcel described in the Grant Deed recorded at Book 18179 O.R. Page 299; thence

along said south line south 59°10'56" west for a distance of 30.65 feet; thence north 19°00'00" west for a distance of 721.61 feet; thence north 20°54'33" east for a distance of 98.84 feet; thence north 55°13'14" east for a distance of 656.06 feet to a point on the west Right of Way line of the Union Pacific Railroad; thence along said Right of Way line south 34°46'46" east for a distance of 65.00 feet to the Point of Beginning.

Containing a total of 69,343 square feet of land (1.59 acres), more or less.

**Together with**

Access rights appurtenant to the above described parcel described as those rights granted to the Contra Costa County Flood Control and Water Conservation District by the Southern Pacific Transportation Company by the agreement recorded on August 5, 1991 in Book 16783 O.R. Page 216 for a private roadway across their railroad tracks and railroad property to provide access to certain lands specified within said agreement.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: James A. Stein

Licensed Land Surveyor  
Contra Costa County Public Works Department

Date: 5/25/2021





## ATTACHMENT "F"

Recorded at the request of:  
City of Antioch  
Attn: City Manager  
P.O. Box 5007  
Antioch, CA 94531

After recording return to:

Mail Tax Statement to:  
Contra Costa County Flood Control and  
Water Conservation District  
Public Works Department  
Attn: Real Estate Division  
255 Glacier Dr.  
Martinez, CA 94553

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EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO  
REVENUE AND TAXATION CODE SECTION 11922.

A.P.N.: 053-060-028 (portion of)  
FCPID 5260

### GRANT OF EASEMENT

For good and valuable consideration, including but not limited to the agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district, organized under the laws of the State of California, (hereinafter "DISTRICT"), hereby grants to City of Antioch, a California municipal organization (hereinafter "GRANTEE"), a nonexclusive right to a perpetual easement and right of way for the purpose of constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using, as GRANTEE may see fit, for the transmission of drainage water, a pipe or pipelines, culverts or ditches, and all necessary braces, connections, fastenings and other appliances and fixtures for use in connection therewith or appurtenant thereto, in, under, along, and across that certain real property in the County of Contra Costa, State of California, described as follows:

**FOR DESCRIPTION SEE ATTACHED EXHIBIT "A"**

The foregoing grant is made subject to the following terms and conditions:

1. **PRIMARY USE OF THE PROPERTY:** The primary use of the Property subject to this easement (hereinafter the "Property") is for flood control purposes, including, but not limited to, the right to channeling, impounding and otherwise controlling the flow of drainage waters, as well as performing other activities, and construction or maintaining any facilities that the DISTRICT may be required to perform, construct or maintain by other agencies at the Federal, State, Regional or Local level, including, but not limited to, water quality and quantity control activities (such activities and those ancillary thereto being hereinafter referred to as ("Flood Control"))

GRANTEE acknowledges and agrees that the use just described constitutes the primary use of the Property and that any and all rights granted or implied by this

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Grant of Easement are secondary and subordinate to the primary use of the Property by the DISTRICT, its successors and assigns. GRANTEE shall not, at any time, use or permit the public to use the easement area in any manner that will interfere with or impair the DISTRICT's primary use of the Property. GRANTEE shall not fence said easement without the prior written approval of the DISTRICT, and shall remove any fencing when requested by DISTRICT to do so. GRANTEE shall not otherwise obstruct the easement area.

2. **DISTRICT TITLE:** GRANTEE hereby acknowledges DISTRICT's title to the Property and agrees never to assail or resist said title.

3. **CONSTRUCTION AND MAINTENANCE ACTIVITIES:** (a) GRANTEE shall, prior to any construction, reconstruction, remodeling, excavation, installation or plantings within the easement area, submit specific plans and specifications to the DISTRICT for review and approval. Such approval, together with any additional requirements to be in the form of a written permit issued by DISTRICT to GRANTEE.

(b) Normal maintenance by GRANTEE of its facilities within the easement area, including inspection and cleaning of existing pipelines, shall not require prior notice to the DISTRICT. GRANTEE shall perform maintenance of its facilities so as to prevent damage to the site.

4. **MODIFICATION, RELOCATION AND REMOVAL OF GRANTEE'S FACILITIES:** DISTRICT reserves the right to require GRANTEE to modify its facilities, to relocate said facilities within the easement area or, at DISTRICT's sole discretion, to remove its facilities from the easement area at GRANTEE's sole expense. In the event that GRANTEE fails to commence the required work within thirty days after being directed to do so by DISTRICT, or such reasonable extension as DISTRICT may agree to in writing, or fails to complete the required work within a time specified by DISTRICT, DISTRICT may perform or complete the work at the expense of GRANTEE, which expense GRANTEE agrees to pay to DISTRICT promptly upon demand, including but not limited to engineering costs and any legal expenses incurred to collect such costs. If GRANTEE's facilities are removed from the current easement area GRANTEE shall promptly quitclaim to DISTRICT its interest in the vacated easement area.

5. **DAMAGE TO DISTRICT PROPERTY:** Any and all DISTRICT Property, facilities, landscaping or other improvements, removed or damaged as a result of the use of the easement area by GRANTEE, or any other person or entity acting under GRANTEE's direction or control, shall, at DISTRICT's discretion and direction, be repaired or replaced by DISTRICT, with all reasonable costs and expenses to be paid by GRANTEE (including but not limited to engineering costs and legal costs of collecting any unpaid expenses) or shall be repaired or replaced by GRANTEE, at the sole cost and expense of GRANTEE, equivalent to or better than their existing condition. In the event that GRANTEE fails to commence the required work within thirty days after being directed to do so by DISTRICT, or such reasonable extension as DISTRICT may agree to in writing, or fails to complete the required work within a reasonable time thereafter, DISTRICT may perform or complete the work at the expense of GRANTEE, which expense GRANTEE agrees to pay to DISTRICT promptly upon demand, including but not limited to engineering costs and any legal expenses



incurred to collect such costs.

6. **DAMAGE TO GRANTEE'S FACILITIES:** DISTRICT shall have no responsibility for the protection, maintenance, damage to, or removal of GRANTEE's facilities, appurtenances or improvements, caused by or resulting from DISTRICT's use of the Property or work or operation thereon. It shall be the sole responsibility of the GRANTEE to provide and maintain adequate protection and surface markings for its own facilities.
7. **NON-EXCLUSIVE EASEMENT:** The easement granted hereunder is non-exclusive. This easement is subject and subordinate to all existing rights, rights of way, licenses, reservations, franchises and easements of record, or that would be evident from a physical inspection or accurate survey of the Property, in and to the Property. DISTRICT shall have the right to require GRANTEE to modify, remove or relocate its facility within the easement area or to a similar easement to be granted to GRANTEE by DISTRICT at no cost, in a timely manner at GRANTEE's sole cost as reasonably necessary to accommodate the DISTRICT's, or any other existing user's right to construct, replace, enlarge, repair, maintain and operate its facilities, in the same manner as required by Section 4 of this easement, including the rights and remedies contained therein. GRANTEE agrees to take all precautions required to avoid damage to the facilities of the existing users. If GRANTEE damages the facilities or improvements of any existing user, GRANTEE shall repair or replace such facilities at GRANTEE's sole cost and expense. Nothing contained herein shall be construed to prevent DISTRICT from granting other easements, franchises, licenses or rights of way over said lands, provided however, that said subsequent uses do not unreasonably prevent or obstruct GRANTEE's easement rights hereunder.
8. **INDEMNIFICATION, AS-IS CONDITION OF PROPERTY:** (a) In the exercise of all rights under this easement, GRANTEE shall be responsible for any and all injury to the public, to persons and to property arising out of or connected with GRANTEE's use of the Property. GRANTEE shall indemnify, defend, save, protect and hold harmless, DISTRICT, its officers, agents, employees and contractors from and against any and all threatened or actual loss, damage (including foreseeable and unforeseeable consequential damages), liability, claims, suits, demands, judgments, orders, costs, fines, penalties or expense of whatever character, including but not limited to those relating to inverse condemnation, and including attorneys' fees, (hereinafter collectively referred to as "Liabilities") to persons or property, direct or consequential, directly or indirectly contributed to or caused by the granting of this easement, GRANTEE's operations, acts or omissions pursuant to this easement, or the GRANTEE's use of the easement, save and except Liabilities arising through the sole negligence or sole willful misconduct of the DISTRICT, its officers or employees. GRANTEE acknowledges that Property subject to this easement is in a flood control area. GRANTEE agrees that GRANTEE shall never have, claim or assert any right or action against DISTRICT or the County of Contra Costa in the event of damage to or disruption of GRANTEE's facilities caused or contributed to by flooding or water, and shall indemnify, defend, save, protect and hold DISTRICT harmless from all Liabilities resulting from such damage or disruption.  
  
b) GRANTEE further agrees to defend, indemnify, save, protect and hold harmless, DISTRICT from any and all actual or threatened claims, costs, actions or



proceedings to attack, set aside, void, abrogate or annul this grant of easement or any act or approval of DISTRICT related thereto.

c) GRANTEE accepts the easement area in an "as is" physical condition, with no warranty, guarantee, representation or liability, express or implied on the part of the DISTRICT as to any matter, including but not limited to the physical condition of the Property and/or the condition and/or possible uses of the land or any improvements thereon, the condition of the soil or the geology of the soil, the condition of the air, surface water or groundwater, the presence of known and unknown faults, the presence of any hazardous substance, materials, or other kinds of contamination or pollutants of any kind in the air, soil, groundwater or surface water, or the suitability of the Property for the construction and use of the improvements thereon. It shall be the sole responsibility of GRANTEE, at its sole cost and expense, to investigate and determine the suitability of the soil, water, geologic, environmental and seismic conditions of the Property for the intended use contemplated herein, and to determine and comply with all building, planning and zoning regulations relative to the Property and the uses to which it can be put. GRANTEE relies solely on GRANTEE's own judgment, experience and investigations as to the present and future condition of the Property or its suitability for GRANTEE's intended use and is not relying in any manner on any representation or warranty by DISTRICT. GRANTEE agrees that neither GRANTEE, its heirs, successors or assign shall ever claim have or assert any right or action against DISTRICT for any loss, damage or other matter arising out of or resulting from the presence of any hazardous substance or any other condition of the Property at the commencement of the easement or from the release of any hazardous substance in, on or around any part of the Property or in the soil, water, subsurface strata or ambient air by any person or entity other than the DISTRICT following the commencement of this easement. As used herein, "hazardous substance" means any substance, material or waste which is or may become designated, classified or regulated as being "toxic," "hazardous" or a "pollutant" under any federal, state or local law, regulation or ordinance. Nothing in this section is intended in any way to restrict the right of GRANTEE to seek contribution or indemnity from any person or entity other than DISTRICT whose activities are a cause of any discharge, leakage, spillage or emission of hazardous materials on or to the Property.

d) To the extent permitted by law, GRANTEE shall indemnify, defend, save, protect and hold the DISTRICT harmless from and against any and all claims, demands, Liabilities, expenses (including without limitation attorneys fees and consultants fees), penalties, damages, consequential damages and losses, and costs (including but not limited to the costs of any required or testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties and from and against the preparation of any cleanup, remediation, closure or other required plans whether such action is required or necessary prior to or following the termination of the easement), of any kind or nature, to the extent caused or contributed to by GRANTEE's operation or performance under this easement, or GRANTEE's use, release or disposal of any hazardous substance, including all costs, claims, damages (including property and personal injury) caused by the uncovering, release or excavation of hazardous materials (including petroleum) as a result of GRANTEE's construction, reconstruction, maintenance, use, replacement, or removal of its facilities, to the extent that such activities increase the costs attributable to the

cleanup or remediation of such hazardous materials.

e) The obligations contained in this section shall survive the expiration or other termination of this easement.

9. **NO WARRANTIES:** GRANTEE understands and acknowledges that DISTRICT makes no representations, warranties or guarantees of any kind or character express or implied, with respect to the Property, and GRANTEE is entering into this transaction without relying in any manner on any such representation or warranty by DISTRICT.
10. **ABANDONMENT:** In the event GRANTEE shall cease to use the easement herein continuously for a period of one year, or in the event GRANTEE abandons its facilities or fails to use the easement for the purpose for which it is granted, then all rights of GRANTEE in and to said lands shall thereupon cease and terminate and shall immediately revert to and vest in DISTRICT or its successors. Upon any such termination of GRANTEE's rights, GRANTEE shall, upon request by DISTRICT, and at GRANTEE's sole cost and expense, remove all of its facilities from the easement area and restore said Property to its original condition. Upon the failure of GRANTEE to do so, this work may be performed by DISTRICT at GRANTEE's expense, which expense GRANTEE agrees to pay to DISTRICT upon demand. GRANTEE shall execute any Quitclaim Deeds required by DISTRICT in this regard.
11. **NO ASSIGNMENT OF EASEMENT:** No rights granted hereunder shall be transferred, apportioned or assigned without the prior written consent of DISTRICT.
12. **NO SECONDARY RIGHTS:** Nothing herein contained shall be deemed to construe that access or other secondary rights are conveyed by this document over any of DISTRICT's adjacent lands lying outside of the aforesaid strip of land above described.
13. **ENTIRE AGREEMENT:** This grant of easement contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.
14. **CONSTRUCTION:** This grant of easement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this grant of easement and their counsel have read and reviewed this grant of easement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this grant of easement.
15. **SUCCESSORS AND ASSIGNS:** This indenture and all of the covenants herein contained shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.



IN WITNESS WHEREOF, this Grant of Easement is signed and executed this 12th day of April 2022.

CONTRA COSTA COUNTY FLOOD  
CONTROL & WATER CONSERVATION  
DISTRICT

City of Antioch,  
a California municipal corporation

By Karen Mitchoff  
Karen Mitchoff  
Chair, Board of Supervisors

By \_\_\_\_\_  
Cornelius H. Johnson  
City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA     )  
COUNTY OF CONTRA COSTA     )

On 4-12-2022 before me, Clerk of the Board of Supervisors, Contra Costa County, personally appeared Karen Mitchoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Deputy Clerk



ORF:dw

G:\realprop\Lindsey Basin Finalization Tasks & RW Transfer to City of Antioch\EA.17PA-Mwork2 Grant of Easement - District FCPID  
5260 Drainage Easement.doc

**(APPROVED AS TO FORM by County Counsel 07/99)**



Lindsey Basin Storm Drain Easement  
Contra Costa County Flood Control and  
Water Conservation District to City of Antioch  
Drawing Number FD-20,166

**EXHIBIT "A"**

Real property located in the City of Antioch, County of Contra Costa, State of California, being a portion of that parcel of land described as Parcel 1452.1 in the Grant Deed from Mary Ann Mateas to the Contra Costa County Flood Control and Water Conservation District recorded on August 14, 1987 at Book 13838 O.R. Page 552 at the office of the Contra Costa County Recorder, all in the Northwest Quarter of Section 34, Township 2 North, Range 2 East, Mount Diablo Meridian, more particularly described as follows:

**Storm Drain Easement FCPID 5260**

A 30 foot wide strip of land being 15.00 feet on each side of the following described Centerline;

Commencing at the northwest corner of that Parcel 21-1 as described in the Grant Deed from the State Route 4 Bypass Authority to the City of Antioch recorded on March 29, 2011 at Recorder's Series Number 2011-0064806; thence along the north line of said Parcel 21-1 north 52°33'34" east for a distance of 154.69 feet to the beginning of a non-tangent curve, concave to the east, having a radius of 314.36 feet and the center point of which bears north 65°34'04" east, said point being the Point of Beginning of said Centerline; thence along said curve through a central angle of 27°35'34" for an arc distance of 151.39 feet; thence north 3°09'38" east for a distance of 293.53 feet to the beginning of a tangent curve, concave to the west and having a radius of 535.00 feet; thence along said curve through a central angle of 45°59'50" for an arc length of 429.50 feet; thence north 42°50'12" west for a distance of 277.00 feet to a point on the south line of the Contra Costa Canal as described in the Grant Deed from Chas. and Helena Lindsey to the United States of America recorded on March 10, 1938 at Book 463 O.R. Page 17, said point being the Point of Beginning of that parcel described in the Storm Drain Undercrossing Easement, dated July 18, 1988, from the United States of America to the Contra Costa County Flood Control and Water Conservation District recorded on May 19, 2021 at Recorder's Series Number 2021-0148567 and the point of terminus of this centerline description.

The sidelines of said easement shall be lengthened or shortened to intersect with said northwest line of Parcel 21-1 and said south line of the Contra Costa Canal.

Containing a total of 34,543 square feet of land, more or less.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: James A. Stein

Licensed Land Surveyor  
Contra Costa County Public Works Department

Date: 5/25/2021



## ATTACHMENT "G"

Recorded at the request of:  
City of Antioch

Return to:  
City of Antioch  
Attn: City Manager  
P.O. Box 5007  
Antioch, CA 94531

After recording return to:

Mail Tax Statements to:  
Contra Costa County Flood Control and  
Water Conservation District  
Public Works Department  
Attn: Real Estate Division  
255 Glacier Dr.  
Martinez, CA 94553

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO  
REVENUE AND TAXATION CODE SECTION 11922.

A.P.N.: 053-060-028 (portion of)  
FCPID 5259

### GRANT OF EASEMENT

For good and valuable consideration, including but not limited to the agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district, organized under the laws of the State of California, (hereinafter "DISTRICT"), hereby grants to City of Antioch, a California municipal organization (hereinafter "GRANTEE"), a nonexclusive right to a perpetual easement and right of way for installing, constructing, reconstructing, removing, replacing, repairing, upgrading, maintaining, operating and using, as GRANTEE may see fit, for a slope and appurtenances thereto, and for no other purposes whatsoever, along and in all of the hereinafter described parcel of land situated in the County of Contra Costa, State of California, described as follows:

#### FOR DESCRIPTION EXHIBIT "A"

The foregoing grant is made subject to the following terms and conditions:

1. **PRIMARY USE OF THE PROPERTY:** The primary use of the Property subject to this easement (hereinafter the "Property") is for flood control purposes, including, but not limited to, the right to channeling, impounding and otherwise controlling the flow of drainage waters, as well as performing other activities, and construction or maintaining any facilities that the DISTRICT may be required to perform, construct or maintain by other agencies at the Federal, State, Regional or Local level, including, but not limited to, water quality and quantity control activities (such activities and those ancillary thereto being hereinafter referred to as ("Flood



Control")

GRANTEE acknowledges and agrees that the use just described constitutes the primary use of the Property and that any and all rights granted or implied by this Grant of Easement are secondary and subordinate to the primary use of the Property by the DISTRICT, its successors and assigns. GRANTEE shall not, at any time, use or permit the public to use the easement area in any manner that will interfere with or impair the DISTRICT's primary use of the Property. GRANTEE shall not fence said easement without the prior written approval of the DISTRICT, and shall remove any fencing when requested by DISTRICT to do so. GRANTEE shall not otherwise obstruct the easement area.

2. **DISTRICT TITLE:** GRANTEE hereby acknowledges DISTRICT's title to the Property and agrees never to assail or resist said title.

3. **CONSTRUCTION AND MAINTENANCE ACTIVITIES:** (a) GRANTEE shall, prior to any construction, reconstruction, remodeling, excavation, installation or plantings within the easement area, submit specific plans and specifications to the DISTRICT for review and approval. Such approval, together with any additional requirements to be in the form of a written permit issued by DISTRICT to GRANTEE.

(b) Normal maintenance by GRANTEE of its facilities within the easement area, including inspection and cleaning of existing pipelines, shall not require prior notice to the DISTRICT. GRANTEE shall perform maintenance of its facilities so as to prevent damage to the site.

4. **MODIFICATION, RELOCATION AND REMOVAL OF GRANTEE'S FACILITIES:** DISTRICT reserves the right to require GRANTEE to modify its facilities, to relocate said facilities within the easement area or, at DISTRICT's sole discretion, to remove its facilities from the easement area at GRANTEE's sole expense. In the event that GRANTEE fails to commence the required work within thirty days after being directed to do so by DISTRICT, or such reasonable extension as DISTRICT may agree to in writing, or fails to complete the required work within a time specified by DISTRICT, DISTRICT may perform or complete the work at the expense of GRANTEE, which expense GRANTEE agrees to pay to DISTRICT promptly upon demand, including but not limited to engineering costs and any legal expenses incurred to collect such costs. If GRANTEE's facilities are removed from the current easement area GRANTEE shall promptly quitclaim to DISTRICT its interest in the vacated easement area.

5. **DAMAGE TO DISTRICT PROPERTY:** Any and all DISTRICT Property, facilities, landscaping or other improvements, removed or damaged as a result of the use of the easement area by GRANTEE, or any other person or entity acting under GRANTEE's direction or control, shall, at DISTRICT's discretion and direction, be repaired or replaced by DISTRICT, with all reasonable costs and expenses to be paid by GRANTEE (including but not limited to engineering costs and legal costs of collecting any unpaid expenses) or shall be repaired or replaced by GRANTEE, at the sole cost and expense of GRANTEE, equivalent to or better than their existing condition. In the event that GRANTEE fails to commence the required work within thirty days after being directed to do so by DISTRICT, or such reasonable extension



as DISTRICT may agree to in writing, or fails to complete the required work within a reasonable time thereafter, DISTRICT may perform or complete the work at the expense of GRANTEE, which expense GRANTEE agrees to pay to DISTRICT promptly upon demand, including but not limited to engineering costs and any legal expenses incurred to collect such costs.

6. **DAMAGE TO GRANTEE'S FACILITIES:** DISTRICT shall have no responsibility for the protection, maintenance, damage to, or removal of GRANTEE's facilities, appurtenances or improvements, caused by or resulting from DISTRICT's use of the Property or work or operation thereon. It shall be the sole responsibility of the GRANTEE to provide and maintain adequate protection and surface markings for its own facilities.
7. **NON-EXCLUSIVE EASEMENT:** The easement granted hereunder is non-exclusive. This easement is subject and subordinate to all existing rights, rights of way, licenses, reservations, franchises and easements of record, or that would be evident from a physical inspection or accurate survey of the Property, in and to the Property. DISTRICT shall have the right to require GRANTEE to modify, remove or relocate its facility within the easement area or to a similar easement to be granted to GRANTEE by DISTRICT at no cost, in a timely manner at GRANTEE's sole cost as reasonably necessary to accommodate the DISTRICT's, or any other existing user's right to construct, replace, enlarge, repair, maintain and operate its facilities, in the same manner as required by Section 4 of this easement, including the rights and remedies contained therein. GRANTEE agrees to take all precautions required to avoid damage to the facilities of the existing users. If GRANTEE damages the facilities or improvements of any existing user, GRANTEE shall repair or replace such facilities at GRANTEE's sole cost and expense. Nothing contained herein shall be construed to prevent DISTRICT from granting other easements, franchises, licenses or rights of way over said lands, provided however, that said subsequent uses do not unreasonably prevent or obstruct GRANTEE's easement rights hereunder.
8. **INDEMNIFICATION, AS-IS CONDITION OF PROPERTY:** (a) In the exercise of all rights under this easement, GRANTEE shall be responsible for any and all injury to the public, to persons and to property arising out of or connected with GRANTEE's use of the Property. GRANTEE shall indemnify, defend, save, protect and hold harmless, DISTRICT, its officers, agents, employees and contractors from and against any and all threatened or actual loss, damage (including foreseeable and unforeseeable consequential damages), liability, claims, suits, demands, judgments, orders, costs, fines, penalties or expense of whatever character, including but not limited to those relating to inverse condemnation, and including attorneys' fees, (hereinafter collectively referred to as "Liabilities") to persons or property, direct or consequential, directly or indirectly contributed to or caused by the granting of this easement, GRANTEE's operations, acts or omissions pursuant to this easement, or the GRANTEE's use of the easement, save and except Liabilities arising through the sole negligence or sole willful misconduct of the DISTRICT, its officers or employees. GRANTEE acknowledges that Property subject to this easement is in a flood control area. GRANTEE agrees that GRANTEE shall never have, claim or assert any right or action against DISTRICT or the County of Contra Costa in the event of damage to or disruption of GRANTEE's facilities caused or contributed to by flooding or water, and shall indemnify, defend, save, protect and hold DISTRICT harmless from all



Liabilities resulting from such damage or disruption.

b) GRANTEE further agrees to defend, indemnify, save, protect and hold harmless, DISTRICT from any and all actual or threatened claims, costs, actions or proceedings to attack, set aside, void, abrogate or annul this grant of easement or any act or approval of DISTRICT related thereto.

c) GRANTEE accepts the easement area in an "as is" physical condition, with no warranty, guarantee, representation or liability, express or implied on the part of the DISTRICT as to any matter, including but not limited to the physical condition of the Property and/or the condition and/or possible uses of the land or any improvements thereon, the condition of the soil or the geology of the soil, the condition of the air, surface water or groundwater, the presence of known and unknown faults, the presence of any hazardous substance, materials, or other kinds of contamination or pollutants of any kind in the air, soil, groundwater or surface water, or the suitability of the Property for the construction and use of the improvements thereon. It shall be the sole responsibility of GRANTEE, at its sole cost and expense, to investigate and determine the suitability of the soil, water, geologic, environmental and seismic conditions of the Property for the intended use contemplated herein, and to determine and comply with all building, planning and zoning regulations relative to the Property and the uses to which it can be put. GRANTEE relies solely on GRANTEE's own judgment, experience and investigations as to the present and future condition of the Property or its suitability for GRANTEE's intended use and is not relying in any manner on any representation or warranty by DISTRICT. GRANTEE agrees that neither GRANTEE, its heirs, successors or assigns shall ever claim have or assert any right or action against DISTRICT for any loss, damage or other matter arising out of or resulting from the presence of any hazardous substance or any other condition of the Property at the commencement of the easement or from the release of any hazardous substance in, on or around any part of the Property or in the soil, water, subsurface strata or ambient air by any person or entity other than the DISTRICT following the commencement of this easement. As used herein, "hazardous substance" means any substance, material or waste which is or may become designated, classified or regulated as being "toxic," "hazardous" or a "pollutant" under any federal, state or local law, regulation or ordinance. Nothing in this section is intended in any way to restrict the right of GRANTEE to seek contribution or indemnity from any person or entity other than DISTRICT whose activities are a cause of any discharge, leakage, spillage or emission of hazardous materials on or to the Property.

d) To the extent permitted by law, GRANTEE shall indemnify, defend, save, protect and hold the DISTRICT harmless from and against any and all claims, demands, Liabilities, expenses (including without limitation attorneys fees and consultants fees), penalties, damages, consequential damages and losses, and costs (including but not limited to the costs of any required or testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties and from and against the preparation of any cleanup, remediation, closure or other required plans whether such action is required or necessary prior to or following the termination of the easement), of any kind or nature, to the extent caused or contributed to by GRANTEE's operation or performance under this easement, or GRANTEE's use, release or disposal of any hazardous substance, including all costs,



claims, damages (including property and personal injury) caused by the uncovering, release or excavation of hazardous materials (including petroleum) as a result of GRANTEE's construction, reconstruction, maintenance, use, replacement, or removal of its facilities, to the extent that such activities increase the costs attributable to the cleanup or remediation of such hazardous materials.

e) The obligations contained in this section shall survive the expiration or other termination of this easement.

9. **NO WARRANTIES:** GRANTEE understands and acknowledges that DISTRICT makes no representations, warranties or guarantees of any kind or character, express or implied, with respect to the Property, and GRANTEE is entering into this transaction without relying in any manner on any such representation or warranty by DISTRICT.
10. **ABANDONMENT:** In the event GRANTEE shall cease to use the easement herein continuously for a period of one year, or in the event GRANTEE abandons its facilities or fails to use the easement for the purpose for which it is granted, then all rights of GRANTEE in and to said lands shall thereupon cease and terminate and shall immediately revert to and vest in DISTRICT or its successors. Upon any such termination of GRANTEE's rights, GRANTEE shall, upon request by DISTRICT, and at GRANTEE's sole cost and expense, remove all of its facilities from the easement area and restore said Property to its original condition. Upon the failure of GRANTEE to do so, this work may be performed by DISTRICT at GRANTEE's expense, which expense GRANTEE agrees to pay to DISTRICT upon demand. GRANTEE shall execute any Quitclaim Deeds required by DISTRICT in this regard.
11. **NO ASSIGNMENT OF EASEMENT:** No rights granted hereunder shall be transferred, apportioned or assigned without the prior written consent of DISTRICT.
12. **NO SECONDARY RIGHTS:** Nothing herein contained shall be deemed to construe that access or other secondary rights are conveyed by this document over any of DISTRICT's adjacent lands lying outside of the aforesaid strip of land above described.
13. **ENTIRE AGREEMENT:** This grant of easement contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.
14. **CONSTRUCTION:** This grant of easement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this grant of easement and their counsel have read and reviewed this grant of easement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this grant of easement.

15. **SUCCESSORS AND ASSIGNS:** This indenture and all of the covenants herein contained shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Grant of Easement is signed and executed this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

CONTRA COSTA COUNTY FLOOD  
CONTROL & WATER CONSERVATION  
DISTRICT

City of Antioch,  
a California municipal corporation

By *Karen Mitchoff*  
Karen Mitchoff  
Chair, Board of Supervisors

By \_\_\_\_\_  
Cornelius H. Johnson  
City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF CONTRA COSTA )

On April 12, 2022 before me, Clerk of the Board of Supervisors, Contra Costa County, personally appeared Karen Mitchoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: *Stacy M Boyd*  
Deputy Clerk



ORF:dw  
G:\realprop\Lindsey Basin Finalization Tasks & RW Transfer to City of Antioch\EA.17PA-Mwork2 Grant of Easement - District FCPID  
5259 Slope Easement 9.29.21.doc

(APPROVED AS TO FORM by County Counsel 07/99)



Laurel Road Slope Easement  
Contra Costa County Flood Control and  
Water Conservation District to City of Antioch  
Drawing Number FA 20,169

**EXHIBIT "A"**

Real property located in the City of Antioch, County of Contra Costa, State of California, being a portion of that parcel of land described as Parcel 1452.1 in the Grant Deed from Mary Ann Mateas to the Contra Costa County Flood Control and Water Conservation District recorded on August 14, 1987 at Book 13838 O.R. Page 552 at the office of the Contra Costa County Recorder, all in the Northwest Quarter of Section 34, Township 2 North, Range 2 East, Mount Diablo Meridian, more particularly described as follows:

**Slope Easement FCPID 5259**

Beginning at the southeast corner of that parcel described as Parcel 21-3 in the Grant Deed from the State Route 4 Bypass Authority to the City of Antioch recorded on March 24, 2011 at Recorder's Series Number 2011-0061599; thence south 52°33'34" west for a distance of 60.51 feet to a point on the easterly Right of Way line of State Highway 4, as described in the Grant Deed from the State Route 4 Bypass Authority to the State of California recorded on September 2, 2015 at Recorder's Series Number 2015-0183698; thence along said Right of Way line south 52°33'34" west for a distance of 92.24 feet; thence continuing along said Right of Way line north 80°30'17" west for a distance of 14.42 feet; thence north 51°13'52" east for a distance of 162.64 feet to the northwest corner of said Parcel 21-3; thence along the west line of said parcel south 37°26'26" east for a distance of 14.31 feet the Point of Beginning.

Containing a total of 1,968 square feet of land, more or less.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: James A. Stein

Licensed Land Surveyor  
Contra Costa County Public Works Department



Date: 5/25/2021



# EXHIBIT "B"

## PLAT TO ACCOMPANY EXHIBIT "A"

APN 053-060-028

Contra Costa County Flood

Control and Water

Conservation District

(Parcel 1452.1)

13838 O.R. 552

08/14/1987

Slope  
Easement

S37° 26' 26"E  
14.31'

Slope Easement

City of Antioch

Parcel 21-3

2011-0061599

3-24-2011

P.O.B

LAUREL ROAD

CITY OF ANTIOCH

2011-0064806

03/29/2011

State of California

2015-0183698

09/02/2015

NW Quarter  
Section 34  
T2N, R2E,  
M.D.M.

STATE ROUTE 4

S52°33'34"W 128.36'

APN 053-060-029

Contra Costa County Flood

Control and Water

Conservation District

(Parcel 1452.1)

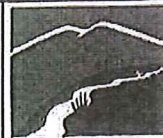
13838 O.R. 552

08/14/1987

### Slope Easement

Instr. \_\_\_\_\_ Recorded \_\_\_\_\_

Series # \_\_\_\_\_



Contra Costa County

Public Works Department

255 Glacier Drive

Martinez, CA 94553

SCALE: 1" = 40'

DATE: 05/20/2021

DRAWN BY: BD

DRAWING NO.

CHECKED BY: JS

FA-20,169

G8

## ATTACHMENT "H"

Recorded at the request of:

Return to:  
City of Antioch  
Attn: City Manager  
P.O. Box 5007  
Antioch, CA 94531

Mail Tax Statement to:  
Contra Costa County Flood  
Control & Water Conservation District  
Real Estate Division  
255 Glacier Dr.  
Martinez, CA 94553

FCPID 1546 & 1546A; 1502, 1545 & 1545A

### ASSIGNMENT OF EASEMENTS

For valuable consideration, receipt of which is hereby acknowledged,

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district, organized under the laws of the State of California ("Assignor"),

**Hereby assigns, transfers and conveys to** City of Antioch, a California municipal corporation all of "Assignor's" rights, title, interests and obligations under those certain easements recorded March 17, 1988 at the Contra Costa County Recorder's Office (Series #88-44645 or Book 14221 at Page 408) from Union Land Development Associates; May 19, 2021 from the United States of America (Series #2021-0148567) and April 6, 1988 from Southern Pacific Transportation Company (Book 14257 O.R. Page 674) to Contra Costa County Flood Control and Water Conservation District; the following described real property in the City of Antioch in the County of Contra Costa, State of California,

**FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

Dated

4/12/2022

By

Karen Mitchoff  
Karen Mitchoff  
Chair, Board of Supervisors

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF CONTRA COSTA ✓)

On April 12, 2022 before me, Stacey M. Boyd, Clerk of the Board of Supervisors, Contra Costa County, personally appeared Karen Mitchoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Stacey M. Boyd

Deputy Clerk



H1



Lindsey Basin Drainage Easements Assigned  
from Contra Costa County Flood Control and  
Water Conservation District to the City of Antioch  
Drawing Numbers ED-10151, ED-10152 and EB-10119

**EXHIBIT "A"**

Real property located in the City of Antioch, County of Contra Costa, State of California, being a portion of the Northeast Quarter of Section 28, the Southeast Quarter of Section 28, the Southwest Quarter of Section 27 and the Northwest Quarter of Section 34, Township 2 North, Range 2 East, Mount Diablo Meridian, particularly described as follows:

**Drainage Easement (Parcels 1546 & 1546A)**

All of that property described as Parcels 1546 and 1546A in that Grant of Easement from Union Land Development Associates to the Contra Costa County Flood Control and Water Conservation District recorded March 17, 1988 at Recorder's Series Number 88-44645, (Book 14221, Page 408) Contra Costa County records.

together with

**Easement for Storm Drain Undercrossing (Parcel 1502)**

All of that property described as Parcel 1502 in that Easement for Storm Drain Undercrossing, dated July 18, 1988, from the United States of America to the Contra Costa County Flood Control and Water Conservation District recorded May 19, 2021 at Recorder's Series Number 2021-0148567, Contra Costa County records.

together with

**Indenture for Storm Drain Crossing (Parcels 1545 & 1545A)**

All those rights granted by the Southern Pacific Transportation Company to the Contra Costa County Flood Control and Water Conservation District by the Indenture recorded on April 6, 1988 at Book 14257 O.R. Page 674.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: James A. Stein

Licensed Land Surveyor  
Contra Costa County Public Works Department

Date: 5/25/2021



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CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of August 9, 2022

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

**SUBMITTED BY:** Phil Hoffmeister, Administrative Analyst II *PH*

**APPROVED BY:** John Samuelson, Public Works Director/City Engineer *JS*

**SUBJECT:** Resolution Annexing Certain Parcels of Promenade Antioch, LP/Tri  
Pointe Holdings, Inc., into CFD No. 2022-01 (Public Services)

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution annexing certain parcels of Promenade Antioch, LP/Tri Pointe Holdings, Inc., into Community Facilities Districts No. 2022-01 (Public Services).

**FISCAL IMPACT**

There is no immediately projected financial impact. Long term, the property owners will contribute to public services through Community Facilities Districts ("CFD") No. 2022-01.

**DISCUSSION**

Resolution No. 2022/49 adopted by City Council on March 22, 2022, authorizes the City to annex properties into CFD No. 2022-01 without further public hearings or formal elections, upon receipt of written consent from the owner(s).

As part of project approvals, Promenade Antioch, LP/Tri Pointe Holdings Inc., was conditioned to annex parcels within their residential development into a CFD for Public Services. Those parcels are:

<u>APNs</u>	<u>Owner</u>
057-030-017; -021; and -039	
057-180-001 to 057-180-111	Promenade Antioch, LP
057-190-001 to 057-190-092	Tri Pointe Holdings, Inc

The parcels are located southwest of the intersection of Heidorn Ranch Road and Cole Ranch Lane and the attached Boundary Map (Attachment "B") shows the location of the parcels to be added as Annexation No. 1 to CFD No. 2022-01 for Public Services.

Items covered under the Public Services CFD include, but are not limited to, providing maintenance of neighborhood parks and landscaping, street lighting, stormwater facilities, and open space. Administration and reimbursement costs associated with the CFD are also covered.

The owner has provided consent and approval that all APNs be annexed to CFD No. 2022-01 (Attachment C). The owner has agreed and intends that such consent and approval constitute election to annex to CFD No. 2022-01 and approval of the authorization for the levy of the Special Tax within the property.

It is recommended that the City Council adopt the attached resolution (Attachment A) certifying and adding the above properties to CFD No. 2022-01 (Public Services). If approved by the City Council, an Amended Boundary Map and an Amendment of Notice of Special Tax Lien for CFD 2022-01 (Public Services) (Attachment D) shall be filed with the Contra Costa County Recorder's Office within fifteen (15) days of the resolution to annex.

#### **ATTACHMENTS**

- A. Resolution
- B. Consent and Election to Annex with Notary Acknowledgement
- C. Boundary Map of Annexation No. 1 to CFD No. 2022-01 (Public Services)
- D. Amended Notice of Special Tax Lien

**ATTACHMENT "A"**

**RESOLUTION NO. 2022/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ANNEXING CERTAIN PARCELS OF PROMENADE ANTIOCH, LP/TRI  
POINTE HOLDINGS, INC., INTO COMMUNITY FACILITIES DISTRICT NO.  
2022-01 (PUBLIC SERVICES)**

**WHEREAS**, Promenade Antioch, LP/Tri Pointe Holdings, Inc., has given its written consent and approval to have parcels 057-030-017, 057-030-021, 057-030-039, 057-180-001 to 057-180-111, and 057-190-001 to 057-190-092 annexed into Community Facilities District ("CFD") No. 2022-01 (Public Services); and

**WHEREAS**, Promenade Antioch, LP/Tri Pointe Holdings Inc., intends that such consent and approval constitutes election to annex into CFD No. 2022-01 (Public Services), and approval of the authorization for the levy of the Special Tax within the properties, respectively.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch that parcels 057-030-017; 057-030-021, 057-030-039, 057-180-001 to 057-180-111 and 057-190-001 to 057-190-092 are hereby annexed into the CFD No. 2022-01 (Public Services).

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof; held on the 9<sup>th</sup> day of August 2022 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



## **ATTACHMENT "B"**

### **CONSENT AND ELECTION TO ANNEX REAL PROPERTY TO AN EXISTING COMMUNITY FACILITIES DISTRICT**

#### **CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2022-01 (PUBLIC SERVICES)**

To: CITY COUNCIL OF THE CITY OF ANTIOCH IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE ABOVE ENTITLED COMMUNITY FACILITIES DISTRICT:

1. The undersigned is the owner (the "Owner"), or the duly authorized representative of the Owner, of the real property as described in Exhibit A attached hereto and incorporated herein by reference (the "Property"), and in such capacity, possesses all legal authority necessary to execute this Consent and Election as and on behalf of the Owner in connection with the annexation of the Property to the District (as defined below).

The Owner is:

PROMENADE – ANTIOCH, L.P.,  
a Delaware limited partnership

TRI POINTE HOMES HOLDINGS, INC.  
a Delaware corporation

2. The Owner is aware of and understands the following:
  - A. The City of Antioch has conducted proceedings pursuant to the "Mello-Roos Community Facilities Act of 1982", (Government Code Section 53311 and following) (the "Act") to form a community facilities district known and designated as COMMUNITY FACILITIES DISTRICT NO. NO. 2022-01 (PUBLIC SERVICES) (the "District") to finance the increased demand for Public Services (the "Services") resulting from new development within the District. The services to be financed by the CFD comprise services ("Services") authorized to be financed pursuant to Section 53313 and 53313.5 of the Government Code. CFD 2022-01 shall finance Services only to the extent they are in addition to those provided in the territory of CFD 2022-01 before the CFD was created and such Services may not supplant services already available within CFD 2022-01 when the CFD was created.

For a full and complete description of the Public Services, reference is made to the final CFD Report, a copy of which is on file in the Office of the City Clerk. For all particulars, reference is made to said CFD Report.

- B. The City has also undertaken proceedings pursuant to Article 3.5 of the Act to provide for the future annexation of certain territory, including the Property, to the

District. On March 22, 2022, the City held a public hearing as required by the Act, to consider the future annexation of such territory, including the Property, to the District. Notice of such hearing was given in the form and manner as required by law. A protest to such future annexation was not received from fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is more, residing in the territory proposed to be annexed in the future or the owners of one-half or more of the area of land in the territory proposed to be annexed in the future. At the conclusion of such public hearing, the legislative body of the City did approve and provide for the annexation in the future upon the unanimous approval of the owner or owners of each parcel or parcels at the time that such parcel or parcels are annexed, without additional hearings.

**THE UNDERSIGNED DOES HEREBY CERTIFY UNDER PENALTY OF PERJURY AS FOLLOWS:**

3. The Owner consents and elects to and expressly approves annexation of the Property to the District and the authorization for the levy of the Special Tax within the Property without further public hearing and without an election conducted pursuant to the provisions of Government Code Section 53339.7 and Article 2 of the Act and the Elections Code of the State of California. Owner agrees and intends that such consent and approval constitutes Owner's election to annex the Property to the District and to approve the authorization for the levy of the Special Tax within the Property.
4. The Owner waives any right, which the Owner may have to make any protest or complaint or undertake any legal action challenging the validity of the proceedings of the City or the District to authorize the future annexation of the Property to the District or the authorization for the levy of the Special Tax within the Property, any necessity, requirement, right or entitlement for further public hearing or election pertaining to the annexation of the Property to the District and the levy of the Special Tax within the Property.
5. The Owner specifically authorizes the levy of the Special Tax on the Property pursuant to the rate and method of apportionment set forth in Exhibit B to pay for the authorized Public Services.

EXECUTED this 5th day of July, 2022, in Calabasas,  
California.


OWNER:

PROMENADE – ANTIOCH, L.P.,  
a Delaware limited partnership

By: Cal Hearthstone PBLO GP, LLC  
a Delaware limited liability company,  
General Partner

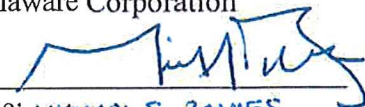
By: Cal Hearthstone Public Builder Lot Option, LLC,  
a Delaware limited liability company  
Sole Member

By: Hearthstone Professionals – CS, L.P.,  
a Delaware limited partnership  
Member Manager

By:   
Name: STEVEN C PORATH  
Title: AUTHORIZED REP

OWNER:

TRI POINTE HOMES, HOLDINGS, INC.,  
a Delaware Corporation

By:   
Name: MICHAEL S. BOWES  
Title: ASSISTANT SECRETARY

Note:

1. Signatures of property owner(s) or representatives must be notarized.
2. Proof of Authorization to sign is required for Corporations, Partnerships, Limited Liability Companies, Trusts, etc.



**EXHIBIT A**

**CONSENT AND ELECTION TO ANNEX REAL PROPERTY TO AN EXISTING  
COMMUNITY FACILITIES DISTRICT**

**CITY OF ANTIOCH  
COMMUNITY FACILITIES DISTRICT No. 2022-01  
(PUBLIC SERVICES)**

**ANNEXATION No. 1**

**057-030-17 & -21 & -39  
057-180-001 to 057-180-111  
057-190-001 to 057-190-092**

---

**ASSESSOR'S PARCEL NUMBER(S)**

**CITY OF ANTIOCH  
COMMUNITY FACILITIES DISTRICT No. 2022-01  
(PUBLIC SERVICES)**

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Contra Costa

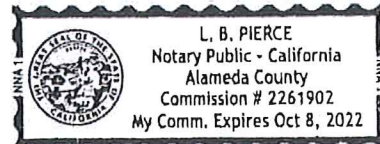
On June 30, 2022 before me, L.B. Pierce, a Notary Public  
(insert name and title of the officer)

personally appeared Michael S. Bowes,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



BS

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On July 5, 2022 before me, Karen S. Hornback, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Steven C. Brath  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Karen S. Hornback  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

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**SECRETARY'S CERTIFICATE  
OF  
TRI POINTE HOMES HOLDINGS, INC.**

The undersigned does hereby certify that he is the duly elected, qualified and acting Secretary of Tri Pointe Homes Holdings, Inc., a Delaware corporation (the "Company") and that, as the duly elected, qualified and acting Secretary of the company, does hereby certify:

Section 1. Signing Authority for Project Management Documents. The Board of Directors of the Company, acting pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, did, as of May 20, 2022, adopt by unanimous written consent the recitals and resolutions a true and correct copy of which is attached hereto as Exhibit A.

Section 2. Project Management Documents Officers. The Project Management Documents Officers designated by resolution as set forth in Exhibit A continue to serve (a) in their respective offices as listed in Exhibit A and (b) as Project Management Documents Officers.

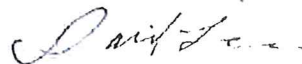
Executed this 20th day of May, 2022.



David C. Lee, Secretary

The undersigned hereby certifies that he is the duly elected Assistant Secretary of the Company and that the signature above is David C. Lee's true and correct signature.

IN WITNESS WHEREOF, I have executed this Secretary's Certificate as of May 20, 2022.



Matthew A. Susson, Assistant Secretary

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EXHIBIT A

RESOLUTIONS

Project Management Documents Signing Authority

WHEREAS, the Board has determined it to be in the best interests of the Company and its stockholders to specify the power and authority of certain officers of the Company to execute Project Management Documents (as defined below) by and on behalf of the Company.

NOW, THEREFORE, BE IT RESOLVED, that "Project Management Documents" shall consist of:

A. Agreements for Mello Roos and Special District (or Metro District) financing, including but not limited to Ballots, Reports and Certificates as needed for projects of the Company;

B. Tentative and final tract maps, homeowners' association budgets, governing documents as defined in California Civil Code §4150 (including, but not limited to, Declarations of C, C & R's and Supplemental Declarations), any applications and Subdivision Questionnaires for the State Department of Real Estate; any Preliminary and Final Plats, as needed for projects of the Company; and governing documents as defined in the Colorado Common Interest Community Act, Article 33.3 of the Colorado Revised Statutes (including, but not limited to, Declarations of C, C & R's and Supplemental Declarations), as needed for projects of the Company;

C. Subdivision improvement, monumentation, grading, warranty, Department of Real Estate surety and tax bonds as may be required by various governmental agencies pertinent to the projects of the Company and agreements relating to surety bonds, including but not limited to Subdivision Improvement Agreements, Lien Agreements, extension of time and one-year maintenance agreements in favor of various governmental agencies;

D. Agreements on behalf of the Company for subdivision improvement and development, including but not limited to Road Improvement Agreements, Water Main Extension Agreements, Underline Extension Agreements and Utility Easements;

E. Agreements with agencies for gas, power, telephone, water or any other required utility;

F. Recordable Memoranda of Agreements, Cost Sharing Reimbursement Agreements and School Mitigation Agreements;

G. Master Agreement for Professional Services (Architect, Engineer or Other Consultant), Work Agreement for Master Agreement for Professional Services, Purchase Orders and Change Orders; and

H. Documents, including but not limited to, Post Closing Title 7 Dispute Resolution, Master Dispute Resolution Declaration and Individual Dispute Resolution, as may be required by the Department of Real Estate.

RESOLVED FURTHER, that the following officers of the Company, currently serving

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(or upon their appointment will be serving) in the offices of the Company respectively set forth after their names, are hereby designated the "Project Management Documents Officers" and are hereby authorized to execute on behalf of the Company and to deliver Project Management Documents:

Jeffrey D. Frankel	Division President—Bay Area and Senior Vice President
Leslie Graham ("Gray") Shell IV	Division President—Carolinas
Linda M. Purdy	Division President—Colorado
Philip S. Bodem	Division President—Sacramento
Bob Davenport	Division President—Raleigh
Thomas G. Grable	Division President—Orange County-Los Angeles and Senior Vice President
Jason P. Cole	Vice President
Sean Herra	Vice President
Scott L. Pasternak	Vice President
Jason Miller	Vice President
John Sherwood	Vice President
John Sands	Vice President
Justin James	Vice President
Leigh Hansen	Vice President
Michael S. Bowes	Assistant Secretary
Stephanie M. Fabbri Carter	Assistant Secretary
Keith P. Frankel	Assistant Secretary
Karina Guerrieri	Assistant Secretary
Scott Richard Kramer	Assistant Secretary
Michael Miller	Assistant Secretary
Kristi Dillard	Assistant Secretary
Luke Woodburn	Assistant Secretary
Jackie Mast	Assistant Secretary
John Sekigahama	Assistant Secretary

RESOLVED FURTHER, that the Project Management Documents Officers are hereby severally authorized to (a) sign, execute, certify to, verify, acknowledge, deliver, accept, file and record any and all instruments and documents related to the Project Management Documents, and (b) take, or cause to be taken, any and all such action in the name and on behalf of the Company as are in such officer's sole discretion necessary or advisable and in the best interest of the Company in order to consummate the transactions contemplated by, or otherwise to effect the purposes of, the foregoing resolutions and recitals; and

RESOLVED FURTHER, that any and all acts of the Project Management Documents Officers to the date of this consent in connection with the documents and transactions referred to in the preceding resolutions and recitals are hereby in each respect ratified, confirmed, and adopted and approved as the acts of the Company.



**HEARTHSTONE, INC.**  
**CORPORATE RESOLUTION/CERTIFICATE OF INCUMBENCY**

The following resolutions were duly adopted by written consent of the Director of Hearthstone, Inc., a California corporation (the "**Corporation**"), without a meeting, effective as of June 15, 2022.

WHEREAS, the Corporation is the general partner of Hearthstone Professionals -CS, L.P., a Delaware limited partnership, Manager of Cal Hearthstone Public Builder Lot Option, LLC, a Delaware limited liability company, sole member of Cal Hearthstone PBLO GP, LLC, a Delaware limited liability company, the general partner of Promenade - Antioch, L.P., a Delaware limited partnership (the "**Company**");

WHEREAS, it is in the best interests of the Company that certain officers of this Corporation be authorized to execute, acknowledge and deliver, as needed for projects of the Company (i) documents, instruments, applications, permits, bonds, agreements and other materials in connection with obtaining development permits and approvals, (ii) tentative and final tract maps/plats, homeowners' association governing documents, including CC&R's, (iii) surety and tax bonds as may be required by various governmental agencies pertinent to the projects of the Company, (iv) agreements on behalf of the Company for subdivision improvement and development, including agreements with agencies for required utilities, and (v) grant deeds and other instruments and agreements in connection with the development, construction and sale of individual lots within the single family residential projects owned and being developed by and on behalf of the Company (each, a "Transaction" and collectively, the "Transactions");

WHEREAS, it is in the best interest of the Company that the language relating to the description of the Transactions set forth in the foregoing recitals shall be given the broadest possible interpretation in order to consummate the Transactions contemplated by, or otherwise to effect the intent and purposes of the Company with respect to the grant of authority contained in the foregoing recitals.

NOW, THEREFORE, BE IT:

RESOLVED, the document to which this Resolution is attached is a Transaction contemplated in the foregoing recitals; and

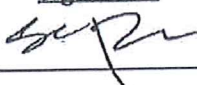
RESOLVED, FURTHER, that Steven C. Porath, Senior Vice President and General Counsel of the Corporation (an "**Authorized Person**"), is authorized and empowered, acting alone, to represent, act for, execute and deliver in the name and on behalf of the Corporation, in its capacity as general partner of Hearthstone Professionals - CS, L.P., Manager of Cal Hearthstone Public Builder Lot Option, LLC, sole member of Cal Hearthstone PBLO GP, LLC, the general partner of Promenade -

Antioch, L.P., all actions, including, without limitation, signing, executing, acknowledging, certifying, attesting, delivering, accepting, recording and filing all documents, permits, certificates, instruments, maps/plats, conveyances, liens, deeds and other instruments, and paying all fees, taxes and other expenses or payments, as such Authorized Person, in his sole discretion, may determine to be necessary, appropriate or desirable and in the best interest of the Company in order to consummate the Transactions contemplated by, or otherwise to effect the purposes of, the foregoing recitals, such determination to be conclusively evidenced by the taking of any such action; and

RESOLVED, FURTHER, that all actions taken or performed up to the date hereof by the Authorized Person in respect to the preparation, execution and delivery of the documents, certificates, instruments, conveyances, deeds and other instruments deemed necessary, appropriate or desirable by such Authorized Person in order to fulfill the intent and accomplish the purposes of the Transactions contemplated by, or otherwise to effect the purposes of, the foregoing recitals be, and they hereby are, in all respects approved, ratified and confirmed; and

RESOLVED, FURTHER, that the attestation of the secretary of the Corporation and the impression of the corporate seal of the Corporation on any of the instruments executed in connection with the foregoing resolutions be and the same are hereby waived; and


RESOLVED, FURTHER, that the undersigned, the duly qualified and acting Secretary of the Corporation, hereby certifies that: (1) each of the Corporation, Hearthstone Professionals – CS, L.P., Cal Hearthstone Public Builder Lot Option, LLC, Cal Hearthstone PBLO GP, LLC, and the Company have been validly and duly created under the laws of their respective State of formation and that each is currently in good standing; (2) the foregoing is a true and correct copy of the Resolutions adopted by written Consent of the Director of the Corporation; (3) neither the Resolutions nor any action authorized pursuant thereto contravenes any provision of any instrument governing or relating to the affairs of the Corporation, Hearthstone Professionals – CS, L.P., Cal Hearthstone Public Builder Lot Option, LLC, Cal Hearthstone PBLO GP, LLC, and the Company; (4) the Resolutions were duly and validly adopted by written Consent of the Director of the Corporation and are now in full force and effect; and (5) the following named person is duly elected or appointed, qualified and serving officer of the Corporation, holding, as of the date hereof, the offices set forth below, and that the signature set out opposite the name of such officer is the genuine signature of such person:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Steven C. Porath	Senior Vice President - General Counsel and Secretary	

RESOLVED, FURTHER, that the powers and duties herein prescribed be of continuing force and effect and all persons may rely on same until the Board of Directors of the Corporation shall by further resolution direct otherwise.

RESOLVED, FURTHER, a pdf copy of this document shall be as valid as the original signatures. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned has signed this Certificate as of June 16, 2022.

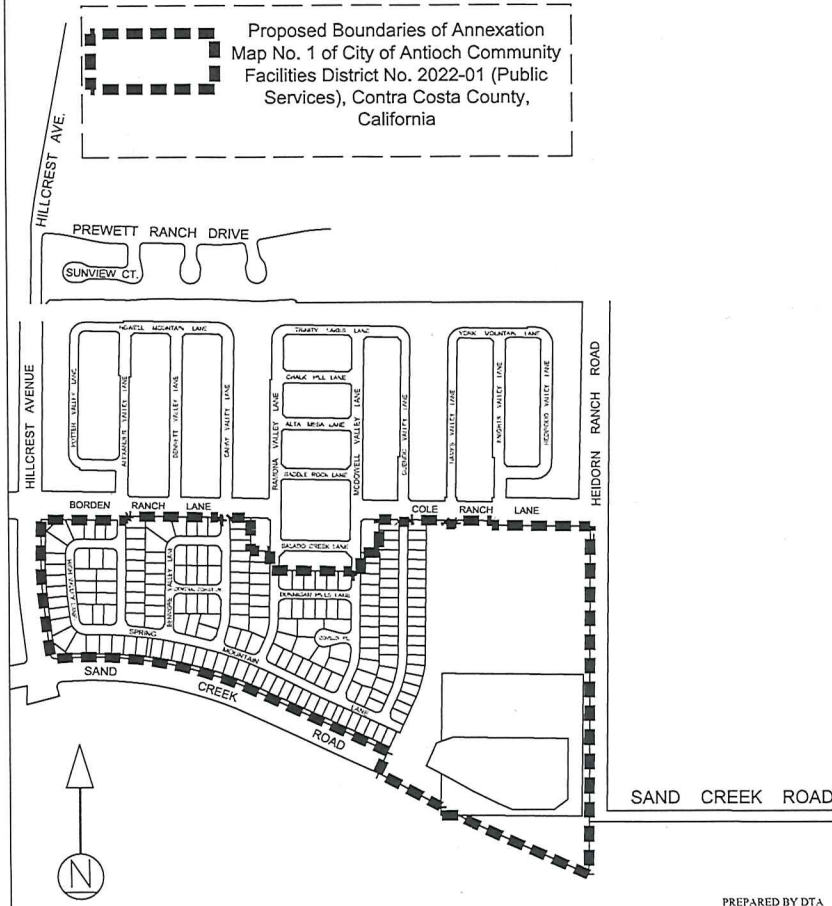
  
 Steven C. Porath  
 Secretary



ANNEXATION MAP NO. 1 OF  
CITY OF ANTIOCH  
COMMUNITY FACILITIES DISTRICT NO. 2022-01  
(PUBLIC SERVICES)  
COUNTY OF CONTRA COSTA  
STATE OF CALIFORNIA

## LEGEND

Proposed Boundaries of Annexation  
Map No. 1 of City of Antioch Community  
Facilities District No. 2022-01 (Public  
Services), Contra Costa County,  
California



Reference is hereby made to that certain map entitled "Proposed Boundaries of City of Antioch Community Facilities District No. 2022-01 (Public Services), County of Contra Costa, State of California," recorded on March 10, 2022, under Document No. 2022-0043108, in Book 87, Page 19 of Maps of Assessment and Community Facilities Districts, in the office of the County Recorder of the County of Contra Costa, State of California, which this Annexation Map affects.

Reference is made to the Assessor maps of the County of Contra Costa, California, for a description of the lines and dimensions of each lot and parcel.

- (1) Filed in the office of the Clerk of the City of Antioch this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Elizabeth Householder, Clerk of the City of Antioch, California

- (2) I hereby certify that the within map showing the proposed boundaries of Annexation Map No. 1 of City of Antioch Community Facilities District No. 2022-01 (Public Services), City of Antioch, County of Contra Costa, State of California, was approved by the City Council of the City of Antioch at a regular meeting thereof, held on the \_\_\_\_ day of \_\_\_\_\_, 2022, by its Resolution No. \_\_\_\_\_.

\_\_\_\_\_  
Elizabeth Householder, Clerk of the City of Antioch, California

- (3) Contra Costa County Recorder's Certificate

This map has been filed under Document Number \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2022, at \_\_\_\_ m., in Book \_\_\_\_\_ of Maps of Assessment and Community Facilities Districts at page \_\_\_\_\_, in the office of the county recorder in the County of Contra Costa, State of California, at the request of the City of Antioch in the amount of \$ \_\_\_\_\_.

Deborah R. Cooper  
County Clerk-Recorder

By: \_\_\_\_\_

Deputy Recorder

ATTACHMENT "C"

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ANNEXATION MAP NO. 1 OF  
CITY OF ANTIOCH  
COMMUNITY FACILITIES DISTRICT NO. 2022-01  
(PUBLIC SERVICES)  
COUNTY OF CONTRA COSTA  
STATE OF CALIFORNIA

Assessor Parcel Numbers in the Proposed Boundaries of Annexation Map No. 1 of City of Antioch, Community Facilities District  
No. 2022-01 (Public Services) County of Contra Costa, State of California:

057-030-017	057-180-033	057-180-068	057-180-103	057-190-027	057-190-062
057-030-021	057-180-034	057-180-069	057-180-104	057-190-028	057-190-063
057-030-039	057-180-035	057-180-070	057-180-105	057-190-029	057-190-064
057-180-001	057-180-036	057-180-071	057-180-106	057-190-030	057-190-065
057-180-002	057-180-037	057-180-072	057-180-107	057-190-031	057-190-066
057-180-003	057-180-038	057-180-073	057-180-108	057-190-032	057-190-067
057-180-004	057-180-039	057-180-074	057-180-109	057-190-033	057-190-068
057-180-005	057-180-040	057-180-075	057-180-110	057-190-034	057-190-069
057-180-006	057-180-041	057-180-076	057-180-111	057-190-035	057-190-070
057-180-007	057-180-042	057-180-077	057-190-001	057-190-036	057-190-071
057-180-008	057-180-043	057-180-078	057-190-002	057-190-037	057-190-072
057-180-009	057-180-044	057-180-079	057-190-003	057-190-038	057-190-073
057-180-010	057-180-045	057-180-080	057-190-004	057-190-039	057-190-074
057-180-011	057-180-046	057-180-081	057-190-005	057-190-040	057-190-075
057-180-012	057-180-047	057-180-082	057-190-006	057-190-041	057-190-076
057-180-013	057-180-048	057-180-083	057-190-007	057-190-042	057-190-077
057-180-014	057-180-049	057-180-084	057-190-008	057-190-043	057-190-078
057-180-015	057-180-050	057-180-085	057-190-009	057-190-044	057-190-079
057-180-016	057-180-051	057-180-086	057-190-010	057-190-045	057-190-080
057-180-017	057-180-052	057-180-087	057-190-011	057-190-046	057-190-081
057-180-018	057-180-053	057-180-088	057-190-012	057-190-047	057-190-082
057-180-019	057-180-054	057-180-089	057-190-013	057-190-048	057-190-083
057-180-020	057-180-055	057-180-090	057-190-014	057-190-049	057-190-084
057-180-021	057-180-056	057-180-091	057-190-015	057-190-050	057-190-085
057-180-022	057-180-057	057-180-092	057-190-016	057-190-051	057-190-086
057-180-023	057-180-058	057-180-093	057-190-017	057-190-052	057-190-087
057-180-024	057-180-059	057-180-094	057-190-018	057-190-053	057-190-088
057-180-025	057-180-060	057-180-095	057-190-019	057-190-054	057-190-089
057-180-026	057-180-061	057-180-096	057-190-020	057-190-055	057-190-090
057-180-027	057-180-062	057-180-097	057-190-021	057-190-056	057-190-091
057-180-028	057-180-063	057-180-098	057-190-022	057-190-057	057-190-092
057-180-029	057-180-064	057-180-099	057-190-023	057-190-058	
057-180-030	057-180-065	057-180-100	057-190-024	057-190-059	
057-180-031	057-180-066	057-180-101	057-190-025	057-190-060	
057-180-032	057-180-067	057-180-102	057-190-026	057-190-061	

For particulars of lines and dimensions reference is made  
to the Assessor's parcels maps of the Contra Costa  
County Assessor, California.

**ATTACHMENT "D"**

**RECORDED AT REQUEST OF:**

**City of Antioch  
Public Works Department  
Engineering & Development Services Division  
Attn: John Samuelson P.E.  
200 "H" Street  
P.O. Box 5007  
Antioch, CA 94531-5007**

**THIS SPACE FOR RECORDERS**

**USE ONLY**

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(No fee for recording pursuant to Government Code §27383)

**Amendment to the Notice of Special Tax Lien  
(Notice of Annexation)  
Annexation No. 1  
City of Antioch  
Community Facilities District No. 2022-01  
(Public Services)**

**ASSESSOR'S PARCEL NUMBERS:**

**057-030-17 & -21 & -39  
057-180-001 to 057-180-111  
057-190-001 to 057-190-092**

**City of Antioch  
County of Contra Costa  
State of California**

**July 2022**

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**AMENDMENT TO THE NOTICE OF SPECIAL TAX LIEN  
(NOTICE OF ANNEXATION)**

**ANNEXATION NO. 1**

**CITY OF ANTIOCH  
COMMUNITY FACILITIES DISTRICT NO. 2022-01  
(PUBLIC SERVICES)**

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code and Section 53339.8 of the Government Code, the undersigned City Clerk of the City of Antioch, acting for and on behalf of the legislative body of the CITY OF ANTIOCH, COMMUNITY FACILITIES DISTRICT NO. 2022-01 (PUBLIC SERVICES) (the "District"), COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, HEREBY GIVES NOTICE that a lien is hereby imposed to secure payment of a special tax which the City Council of the City of Antioch, County of Contra Costa, State of California, acting in its capacity as the legislative body of such Community Facilities District is authorized to annually levy for the following purpose:

To finance increased demand for Public Services resulting from new development within the District.

The special tax is authorized to be levied on the property described in Exhibit A attached hereto (the "Annexed Property") which has been annexed to the District, which has now been officially formed, and the lien of the special tax is a continuing lien, which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied and cancelled in accordance with law or until the special tax ceases to be levied and an notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate and method of apportionment of the authorized special tax is as shown on the attached, referenced and incorporated Exhibit B, and the special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for *ad valorem* taxes; provided, however, as applicable, the legislative body of the District may, by resolution, establish and adopt an alternative or supplemental collection procedure as necessary.

Notice is further given that upon the recording of this notice in the office of the County Recorder, the obligation to pay the special tax levy shall become a lien upon the Annexed Property in accordance with Section 3115.5 of the Streets and Highways Code.

The name(s) of the owner(s) of the Annexed Property as he or she (they) appear(s) on the Preliminary Report No. 0192-6708995 issued by First American Title Company dated June 14, 2022 for the Annexed Property and Assessor's tax parcel numbers of all

D2

parcels or any portion thereof which are included within the Annexed Property are as set forth on the attached, referenced and incorporated Exhibit C.

Reference is made to the following:

1. "Proposed Boundaries of City of Antioch Community Facilities District No. 2022-01 (Public Services), County of Contra Costa, State of California", recorded on March 10, 2022 under Document No. 2022-0043108, in Book 87, Page 19 of Maps of Assessment and Community Facilities Districts, in the Office of the County Recorder of the County of Contra Costa, State of California.
2. "City of Antioch Community Facilities District No. 2022-01 (Public Services), Rate and Method of Apportionment of Special Tax" attached as Exhibit B to Resolution No. 2022/49 adopted by the City of Antioch City Council on March 22, 2022.
3. "Notice of Special Tax Lien, City of Antioch, Community Facilities District No. 2022-01 (Public Services) (County of Contra Costa)", recorded on May 20, 2022 under Document No. 2022-0086171, in the Office of the County Recorder of the County of Contra Costa, State of California.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the following designated person:

Dated: \_\_\_\_\_

ELIZABETH HOUSEHOLDER  
CITY CLERK OF THE CITY OF ANTIOCH

**EXHIBIT A**

**CONSENT AND ELECTION TO ANNEX REAL PROPERTY TO AN EXISTING  
COMMUNITY FACILITIES DISTRICT**

**CITY OF ANTIOCH  
COMMUNITY FACILITIES DISTRICT No. 2022-01  
(PUBLIC SERVICES)**

**ANNEXATION No. 1**

**057-030-17 & -21 & -39  
057-180-001 to 057-180-111  
057-190-001 to 057-190-092**

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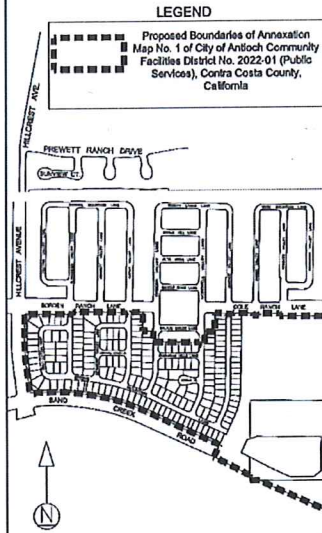
**ASSESSOR'S PARCEL NUMBER(S)**

**CITY OF ANTIOCH  
COMMUNITY FACILITIES DISTRICT No. 2022-01  
(PUBLIC SERVICES)**



SHEET 1 OF 2

ANNEXATION MAP NO. 1 OF  
CITY OF ANTIOCH  
COMMUNITY FACILITIES DISTRICT NO. 2022-01  
(PUBLIC SERVICES)  
COUNTY OF CONTRA COSTA  
STATE OF CALIFORNIA



Reference is hereby made to that certain map entitled "Proposed Boundaries of City of Antioch Community Facilities District No. 2022-01 (Public Services), County of Contra Costa, State of California," recorded on March 10, 2022, under Document No. 2022-0043108, in Book 87, Page 19 of Maps of Assessment and Community Facilities Districts, in the office of the County Recorder of the County of Contra Costa, State of California, which this Annexation Map affects.

Reference is made to the Assessor maps of the County of Contra Costa, California, for a description of the lines and dimensions of each lot and parcel.

(1) Filed in the office of the Clerk of the City of Antioch this \_\_\_\_ day of \_\_\_\_, 2022.

Elizabeth Householder, Clerk of the City of Antioch, California

(2) I hereby certify that the within map showing the proposed boundaries of Annexation Map No. 1 of City of Antioch Community Facilities District No. 2022-01 (Public Services), City of Antioch, County of Contra Costa, State of California, was approved by the City Council of the City of Antioch at a regular meeting thereof, held on the \_\_\_\_ day of \_\_\_\_, 2022, by its Resolution No. \_\_\_\_.

Elizabeth Householder, Clerk of the City of Antioch, California

(3) Contra Costa County Recorder's Certificate

This map has been filed under Document Number \_\_\_\_, this \_\_\_\_ day of \_\_\_\_, 2022, at \_\_\_\_, in Book \_\_\_\_ of Maps of Assessment and Community Facilities Districts at page \_\_\_\_, in the office of the county recorder in the County of Contra Costa, State of California, at the request of the City of Antioch in the amount of \$ \_\_\_\_.

Deborah R. Cooper  
County Clerk-Recorder

By: \_\_\_\_\_  
Deputy Recorder

SHEET 2 OF 2

ANNEXATION MAP NO. 1 OF  
CITY OF ANTIOCH  
COMMUNITY FACILITIES DISTRICT NO. 2022-01  
(PUBLIC SERVICES)  
COUNTY OF CONTRA COSTA  
STATE OF CALIFORNIA

Assessor Parcel Numbers in the Proposed Boundaries of Annexation Map No. 1 of City of Antioch, Community Facilities District No. 2022-01 (Public Services) County of Contra Costa, State of California:

057-030-017	057-180-033	057-180-068	057-180-103	057-190-027	057-190-062
057-030-021	057-180-034	057-180-069	057-180-104	057-190-028	057-190-063
057-030-029	057-180-035	057-180-070	057-180-105	057-190-029	057-190-064
057-180-001	057-180-036	057-180-071	057-180-106	057-190-030	057-190-065
057-180-002	057-180-037	057-180-072	057-180-107	057-190-031	057-190-066
057-180-003	057-180-038	057-180-073	057-180-108	057-190-032	057-190-067
057-180-004	057-180-039	057-180-074	057-180-109	057-190-033	057-190-068
057-180-005	057-180-040	057-180-075	057-180-110	057-190-034	057-190-069
057-180-006	057-180-041	057-180-076	057-180-111	057-190-035	057-190-070
057-180-007	057-180-042	057-180-077	057-190-001	057-190-036	057-190-071
057-180-008	057-180-043	057-180-078	057-190-002	057-190-037	057-190-072
057-180-009	057-180-044	057-180-079	057-190-003	057-190-038	057-190-073
057-180-010	057-180-045	057-180-080	057-190-004	057-190-039	057-190-074
057-180-011	057-180-046	057-180-081	057-190-005	057-190-040	057-190-075
057-180-012	057-180-047	057-180-082	057-190-006	057-190-041	057-190-076
057-180-013	057-180-048	057-180-083	057-190-007	057-190-042	057-190-077
057-180-014	057-180-049	057-180-084	057-190-008	057-190-043	057-190-078
057-180-015	057-180-050	057-180-085	057-190-009	057-190-044	057-190-079
057-180-016	057-180-051	057-180-086	057-190-010	057-190-045	057-190-080
057-180-017	057-180-052	057-180-087	057-190-011	057-190-046	057-190-081
057-180-018	057-180-053	057-180-088	057-190-012	057-190-047	057-190-082
057-180-019	057-180-054	057-180-089	057-190-013	057-190-048	057-190-083
057-180-020	057-180-055	057-180-090	057-190-014	057-190-049	057-190-084
057-180-021	057-180-056	057-180-091	057-190-015	057-190-050	057-190-085
057-180-022	057-180-057	057-180-092	057-190-016	057-190-051	057-190-086
057-180-023	057-180-058	057-180-093	057-190-017	057-190-052	057-190-087
057-180-024	057-180-059	057-180-094	057-190-018	057-190-053	057-190-088
057-180-025	057-180-060	057-180-095	057-190-019	057-190-054	057-190-089
057-180-026	057-180-061	057-180-096	057-190-020	057-190-055	057-190-090
057-180-027	057-180-062	057-180-097	057-190-021	057-190-056	057-190-091
057-180-028	057-180-063	057-180-098	057-190-022	057-190-057	057-190-092
057-180-029	057-180-064	057-180-099	057-190-023	057-190-058	
057-180-030	057-180-065	057-180-100	057-190-024	057-190-059	
057-180-031	057-180-066	057-180-101	057-190-025	057-190-060	
057-180-032	057-180-067	057-180-102	057-190-026	057-190-061	

For particulars of lines and dimensions reference is made to the Assessor's parcels maps of the Contra Costa County Assessor, California.

PREPARED BY DCA

**EXHIBIT B**

**RATE AND METHOD OF APPORTIONMENT**

**[INSERT RATE AND METHOD OF APPORTIONMENT HERE]**

## **EXHIBIT C**

### **Property in City of Antioch Community Facilities District No. 2022-01 (Public Services)**

#### **Annexation No. 1**

The property in the City of Antioch Community Facilities District No. 2022-01 (PUBLIC SERVICES) Annexation No. 1 (County of Contra Costa) (State of California) is owned and identified as shown below:

<b><u>Owner</u></b>	<b><u>Assessor's Parcel Numbers</u></b>
Promenade Antioch LP Tri Pointe Homes, Holdings, Inc.	057-030-17 & -21 & -39 057-180-001 to 057-180-111 057-190-001 to 057-190-092




**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of August 9, 2022

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

**SUBMITTED BY:** Rosanna Bayon Moore, Assistant City Manager

**APPROVED BY:** Cornelius H. Johnson, Interim City Manager 

**SUBJECT:** Unhoused Resident Services – Key Features and Structure for City's Future Application to Round 3 of the California Department of Housing & Community Development Homekey Program

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution authorizing the City to commit \$6M in funds by funding source and identify available City owned parcels for interim and/or permanent supportive housing opportunities for Antioch's unhoused residents.

**FISCAL IMPACT**

The total not to exceed expenditure is \$6M of yet to be budgeted.

**DISCUSSION**

The City of Antioch is seeking to pursue strategies that both respond to the needs of unhoused residents and community concerns about homeless encampments. On May 10, 2022, the City Council authorized staff to pursue a Homekey application for interim housing associated with 515 East 18<sup>th</sup> Street. Because the City was unable to negotiate acceptable terms for a purchase, Council support is requested for a change in approach to the City's pursuit of State funds.

The proposed approach involves the City's solicitation of a developer partner who, once selected, will jointly apply to the State of California for funding to accomplish interim and/or permanent supportive housing in alignment and coordination with Contra Costa County's homelessness response system. It is noted that a key distinction of interim housing is a 15-year covenant versus a 55-year covenant associated with permanent supportive housing. In either or both arrangements, participation in the Contra Costa County Continuum of Care (CoC) and Coordinated Entry System are required.

Identifying a skilled partner positions the City of Antioch to leverage development expertise and program experience. The solicitation will be structured to open the field to interested parties and invite creative approaches to advance City goals.

The exact location of the Homekey site/s is yet to be determined. At this time, City staff recommends including City owned parcels that a developer may consider for a future site. A developer may also opt to propose a site privately secured if the proponent can reasonably demonstrate delivery within the required timetables.

In prior funding rounds, State law has provided a California Environmental Quality Act (CEQA) exemption with a relatively short effective life. Round 3 funding is expected to be similarly structured.

**Table 1: City Owned Parcels**

No.	APN	Street Name	Acres	Zoning	Additional Notes
1.	067-341-027	Claudia Court	1.69	R-20: High Density Residential	Vacant
2.	067-342-001	Fitzuren Rd.	0.54	C-2: Medium Low Density Residential	Vacant
3.	067-342-002	Fitzuren Rd.	0.7	C-2: Medium Low Density Residential	Vacant
4.	067-342-013	Fitzuren Rd.	0.539	C-2: Medium Low Density Residential	Vacant
5.	074-080-028	Delta Fair Blvd.	0.494	R-35: High Density Residential with Emergency Shelter Overlay	Vacant
6.	074-080-029	Delta Fair Blvd.	1.117	R-35: High Density Residential with Emergency Shelter Overlay	Existing Billboard Lease, Seasonal Tenants, Parks Revenue Stream
7.	074-080-034	Delta Fair Blvd.	4.79	MCR: Service/Regional Commercial District R-35: High Density Residential with Emergency Shelter Overlay	Vacant, located between County services and Los Medanos College

At this time, staff respectfully requests the City Council consider authorization of a \$6M financial pledge, offer of identified properties and pursuit of a developer partner to deliver interim and/or permanent supportive housing opportunities

### **ATTACHMENTS**

- A. Resolution
- B. Exhibit of City Owned Parcels

**RESOLUTION NO. 2022/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING  
KEY FEATURES ASSOCIATED WITH CITY'S FUTURE APPLICATION TO ROUND 3  
OF THE CALIFORNIA DEPARTMENT OF HOUSING & COMMUNITY  
DEVELOPMENT HOMEKEY PROGRAM**

**WHEREAS**, the City of Antioch is seeking to pursue strategies that both respond to the needs of Antioch's unhoused residents and community concerns about homeless encampments;

**WHEREAS**, on February 22, 2022, the City Council received a presentation regarding potential pursuit of State of California Homekey financing opportunities;

**WHEREAS**, various scenarios have been evaluated to determine alignment with the anticipated Fall 2022 Homekey Program Notice of Funding Availability;

**WHEREAS**, on May 10, 2022, the City Council authorized staff to pursue a Homekey application for interim housing associated with 515 East 18<sup>th</sup> Street and since that time, terms for a purchase of the subject property could not be reached;

**WHEREAS**, City Council support is now requested for a change in approach to the City's pursuit of State funds in a manner that opens the field to interested parties and invites creative approaches to achieve City goals on City-owned property or alternative sites;

**WHEREAS**, the City Council recognizes that an experienced partner is critical to a successful pursuit of funding and supports the formal solicitation of a developer partner to provide interim and/or permanent supportive housing opportunities that address unhoused resident needs;

**WHEREAS**, when coupled with an experienced developer partner, the City of Antioch is best positioned to offer a competitive application for Homekey funding within aggressive State timetables and establish a City supported program;

**WHEREAS**, once selected, a qualified developer partner will work in collaboration with the City on a Homekey application and the City's local financial contribution will be determined based on the proposals received but no greater than a dedicated subsidy of \$6 million dollars;

**WHEREAS**, the City Council acknowledges the critical role of the Continuum of Care and Contra Costa County's Health, Housing, and Homeless (H3) Services Program in pursuing viable approaches to unhoused resident needs in coordination with H3; and



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

1. Pursuit of State of California's Homekey Program Funding;
2. A City pledge of \$6M dollars in local funds; and
3. The potential use of a City owned property to accomplish said goals.

\* \* \* \* \*

**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 9<sup>th</sup> day of August 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

## City Owned Parcels




CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of August 9, 2022

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

**SUBMITTED BY:** Anthony Morefield, Police Captain

**APPROVED BY:**  Steven A. Ford, Interim Chief of Police

**SUBJECT:** **Employee Referral and Recruitment Signing  
Bonus and Incentive Program for Qualified Lateral and Entry  
Level Police Officers**

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**RECOMMENDED ACTION**

It is recommended that the City Council approve the resolution authorizing an increase in employee referral and recruitment signing bonus and incentive program for qualified lateral and entry level (academy graduate and recruit) Police Officers.

**FISCAL IMPACT**

The fiscal impact would be determined solely by the number of lateral and/or entry level applicants hired while the program is in effect. Per lateral Officer, the fiscal impact is estimated to be approximately \$50,000. This assumes the lateral Officer is hired at Step E and is eligible to take advantage of the full incentive package. Per entry level Officer, the fiscal impact would be \$15,000. However, financial incentives are distributed in three separate increments over a three-year period for lateral Officers and three separate increments over three years for entry level Officers. It is believed some of the costs could be covered through salary savings from vacancies.

**DISCUSSION**

At the regular City Council Meeting of November 28, 2017, the City Council approved the Police Department's first employee referral and recruitment signing bonus and incentives program for qualified lateral Police Officers. These bonuses and incentives are structured as follows:

1. Applicant is allowed to carry over up to 200 hours of accrued sick leave from his/her prior department.



2. Prior law enforcement service seniority is used to determine vacation accrual rate of the applicant.
3. Automatic credit of 40 hours vacation is provided upon employment.
4. Signing bonus of \$10,000 with payments is paid in the following increments:
  - a. \$2,500 – upon employment
  - b. \$2,500 – upon successful completion of probation
  - c. \$5,000 – upon three (3) years of service
5. Any current Antioch Police Department employee who recruits a lateral Officer will receive his/her choice of \$1,000 or 20 hours of Comp Time upon the lateral's successful completion of the field training program.

Since that resolution was approved, the Police Department has been able to hire more than 40 lateral Police Officers.

The Antioch Police Department has an authorized staffing level of 115 sworn Officers. However, it is currently staffed with 105 sworn Officers, with at least 10 anticipated separations occurring within the next year. The recruitment of qualified lateral and entry level applicants for the position of Police Officer is becoming increasingly difficult, as the job market is extremely competitive. In recent months, the department has seen a dramatic decrease in interest from lateral applicants. Entry level applicants have also slowed, so much so that the department has had to cancel a number of recent Police Officer testing events due to anticipated low attendance.

Many departments have adopted and even increased recruitment incentives to attract qualified laterals. Some local examples include:

Pittsburg is offering a \$15,000 hiring bonus for laterals

Palo Alto is currently offering a \$25,000 hiring bonus for laterals and \$10,000 for academy graduates;

Alameda County Sheriff's Office is currently offering a \$12,000 hiring bonus for academy graduates and \$10,000 for Deputy Sheriff recruits;

The City of Alameda is offering up to a \$30,000 hiring bonus for lateral Officers; and,

It is noted that Brentwood and Oakley currently offer no hiring incentives for Officers.

When a lateral Police Officer is hired, the average time it takes for him/her to begin working in a solo Officer capacity is generally between two to three months. When an entry level Police Trainee is hired, the average time it takes for him/her to begin working in a solo Officer capacity is generally between twelve and fourteen months.

The reduced amount of time it takes a lateral to become a solo Officer amounts to a cost savings for the City. This is due to the elimination of all police academy costs, salary for the trainee while attending the police academy, and salary/benefits of the

trainee during the lengthened field training program. In some cases, it can amount to a savings of approximately \$60,000.

The hiring of Officers in all categories (lateral, academy graduate, and recruit) remains a challenge. Ever increasing expectations and standards for law enforcement in California coupled with a highly competitive job market have created a need for the Police Department to increase its hiring incentives for lateral Officers and create new hiring incentives for entry level (academy graduate and recruit) Officers.

The Antioch Police Department proposes changes to the City's recruitment signing bonus and incentive program for qualified lateral and entry level (academy graduate and recruit) Police Officers.

***Recommended Program Details for Lateral Police Officers (open to all qualifying lateral police officers hired from August 9, 2022 until August 8, 2023):***

To qualify for the bonus and incentive program, the applicant must:

1. Be currently employed as a Police Officer within a California law enforcement agency.
2. Have at least two (2) years of experience as a Police Officer and have successfully completed a probationary period.
3. Possess a Basic California POST Certificate.
4. If the applicant is a former Antioch Officer who wishes to return to the department, his/her separation of employment must be at least eighteen (18) months to qualify.

The bonuses and incentives will consist of the following:

6. Applicant will be allowed to carry over up to 200 hours of accrued sick leave from his/her department. **(Currently in place)**
7. Prior law enforcement service seniority will be used to determine vacation accrual rate of the applicant. **(Currently in place)**
8. Automatic credit of 40 hours vacation upon employment. **(Currently in place)**
9. Signing bonus of \$40,000 with payments in the following increments:
  - a. \$20,000 – upon employment **(Increased incentive)**
  - b. \$10,000 – upon successful completion of probation **(Increased incentive)**
  - c. \$10,000 – upon three (3) years of service **(Increased incentive)**  
(Any leave without pay would be discounted from the total years of service for purposes of determining incremental, bonus payment dates for individual employees.)
10. Any current Antioch employee who recruits a lateral Officer will receive his/her choice of \$1,000 or 20 hours of Comp Time upon the lateral's successful completion of the field training program. **(Currently in place)**

***Recommended Program Details for Entry Level (Academy Graduate and Recruit) Police Officers (open to all qualifying entry level police officers hired from August 9, 2022, until August 8, 2023):***

To qualify for the bonuses and incentives, the applicant must:

1. Successfully complete a Basic Police Academy and possess a Basic POST certificate in the State of California.
2. Successfully complete the background and hiring process for the City of Antioch Police Department.
3. Successfully complete the Field Training Program for the City of Antioch Police Department.

The bonuses and incentives will consist of the following:

4. Signing bonus of \$15,000 with payments in the following increments:
  - a. \$5,000 – upon completion of the Field Training Program(**New incentive**)
  - b. \$5,000 – upon successful completion of probation(**New incentive**)
  - c. \$5,000 – upon three (3) years of service (**New incentive**)

## **ATTACHMENTS**

### **A. Resolution**

Exhibit A: Employee Referral and Recruitment Signing Bonus and Incentive Program for Qualified Lateral and Entry Level Police Officers



**ATTACHMENT "A"**

**RESOLUTION NO. 2022/\*\***  
**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH**  
**AUTHORIZING AN INCREASE IN EMPLOYEE REFERRAL AND RECRUITMENT**  
**SIGNING BONUS/INCENTIVE FOR QUALIFIED ENTRY LEVEL AND (ACADEMY**  
**GRADUATE AND RECRUIT) POLICE OFFICERS**

**WHEREAS**, on November 28, 2017, the Antioch City Council approved the Police Departments first referral and recruitment signing bonus/incentives for qualified lateral Police Officers;

**WHEREAS**, the Police Department currently has ten (10) Police Officer vacancies with an anticipated ten (10) additional Police Officer vacancies over the next year; and

**WHEREAS**, the hiring of Officers in all categories (lateral, academy graduate, and recruit) remains a challenge due to ever increasing expectations and standards for law enforcement in California coupled with a highly competitive job market and;

**WHEREAS**, the Antioch Police Department has proposed an updated Employee Referral and Recruitment Signing Bonus and Incentive Program for Qualified Lateral and Entry Level Police Officers ("Exhibit A").

**NOW, THEREFORE, BE IT RESOLVED AND DETERMINED** that the City Council of the City of Antioch hereby authorizes the increases in employee referral and recruitment signing bonuses and incentives for qualified lateral and entry level (academy graduate and recruit) Police Officers, attached hereto as Exhibit A and incorporated by reference, for a one year period beginning on August 9, 2022 and ending on August 8, 2023.

\* \* \* \* \*

**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 9th day of August, 2022 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

**EMPLOYEE REFERRAL AND RECRUITMENT  
SIGNING BONUS AND INCENTIVE PROGRAM FOR QUALIFIED LATERAL AND  
ENTRY LEVEL POLICE OFFICERS**

***Recommended Program Details for Lateral Police Officers (open to all qualifying lateral police officers hired from August 9, 2022 until August 8, 2023):***

To qualify for the bonus and incentive program, the applicant must:

1. Be currently employed as a police officer within a California law enforcement agency.
2. Have at least two (2) years of experience as a police officer and have successfully completed a probationary period.
3. Possess a Basic California POST Certificate.
4. If the applicant is a former Antioch officer who wishes to return to the department, his/her separation of employment must be at least eighteen (18) months to qualify.

The bonuses and incentives will consist of the following:

1. Applicant will be allowed to carry over up to 200 hours of accrued sick leave from his/her department. **(Currently in place)**
2. Prior law enforcement service seniority will be used to determine vacation accrual rate of the applicant. **(Currently in place)**
3. Automatic credit of 40 hours vacation upon employment. **(Currently in place)**
4. Signing bonus of \$30,000 with payments in the following increments:
  - a. \$20,000 – upon employment **(Increased incentive)**
  - b. \$10,000 – upon successful completion of probation **(Increased incentive)**
  - c. \$10,000 – upon three (3) years of service **(Increased incentive)**(Any leave without pay would be discounted from the total years of service for purposes of determining incremental, bonus payment dates for individual employees.)
5. Any current Antioch employee who recruits a lateral officer will receive his/her choice of \$1,000 or 20 hours of Comp Time upon the lateral's successful completion of the field training program. **(Currently in place)**

***Recommended Program Details for Entry Level (Academy Graduate and Recruit) Police Officers (open to all qualifying entry level police officers hired from August 9, 2022, until August 8, 2023):***

To qualify for the bonuses and incentives, the applicant must:

1. Successfully complete a Basic Police Academy and possess a Basic POST certificate in the State of California.
2. Successfully complete the background and hiring process for the City of Antioch Police Department.
3. Successfully complete the Field Training Program for the City of Antioch Police Department.



## EXHIBIT "A"

The bonuses and incentives will consist of the following:

4. Signing bonus of \$15,000 with payments in the following increments:
  - a. \$5,000 – upon completion of the Field Training Program (**New incentive**)
  - b. \$5,000 – upon successful completion of probation (**New incentive**)
  - c. \$5,000 – upon three (3) years of service (**New incentive**)