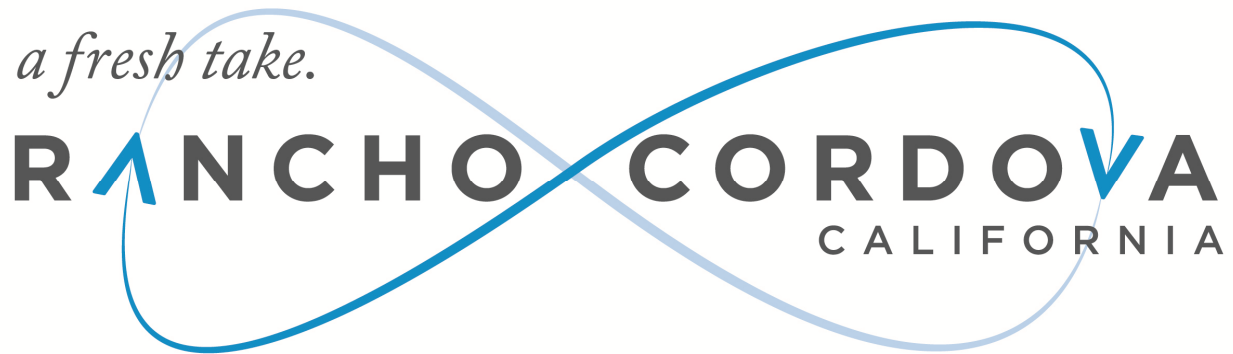


CITY OF RANCHO CORDOVA



CONCURRENT MEETING CITY COUNCIL/SUCCESSOR AGENCY TO THE CRA/RCFC

Monday, November 07, 2016

4:00 PM – Special Meeting

5:30 PM – Regular Meeting

AGENDA

David Sander, Mayor

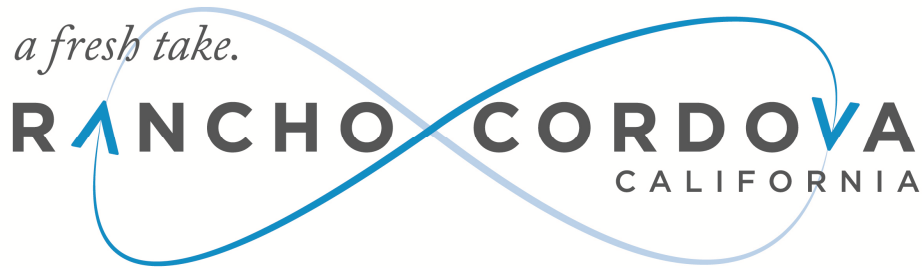
Donald Terry, Vice Mayor

Linda Budge, Council Member

Robert J. McGarvey, Council Member

Dan Skoglund, Council Member

CITY OF RANCHO CORDOVA



CONCURRENT MEETING CITY COUNCIL/SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY (CRA)/RANCHO CORDOVA FINANCING CORPORATION (RCFC)

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, November 07, 2016

4:00 PM – Special Meeting
American River Community Room North

5:30 PM – Regular Meeting
David B. Roberts Council Chambers

AGENDA

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Council Members Budge, McGarvey, Skoglund, Terry and Mayor Sander.

2. PUBLIC COMMENT

At a study session or special meeting, citizens wishing to address the Council for any matter on the agenda may do so at the time the matter is discussed. Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking action on any item not on the agenda.

3. SPECIAL MEETING ITEM

3.1 **Subject:** Neighborhood Engagement Work Plan.

Recommendation: Receive update from staff and provide direction as to Council's expectations.

Result of Recommended Action: Council's comments will provide staff with necessary direction to complete our Neighborhood Engagement strategic plan.

Staff Report: Lorianne Ulm, Community Engagement Analyst.

Advances Goals: 1, 2, 3.

4. ADJOURNMENT OF SPECIAL MEETING

Mayor Sander will adjourn the special meeting to regular meeting in the David B. Roberts Council Chambers.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Council Members Budge, McGarvey, Skoglund, Terry and Mayor Sander.

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

The Clerk will announce the meetings video recording and playback schedules.

7. PLEDGE OF ALLEGIANCE

The Mayor will call on someone in attendance to lead the Pledge.

- 7.1 The Mayor will call on the Rancho Cordova Boy Scout Troop #363 to perform a flag ceremony and lead the pledge.

8. INVOCATION

Chaplain John Kent from the Sacramento Law Enforcement Chaplaincy will give the invocation.

9. PRESENTATIONS

- 9.1 Recognize Andy Kotko on Receiving The 2016 Presidential Award for Excellence in Teaching Mathematics and Science.
- 9.2 Honor Teresa Stanley for Her Years of Service on The Folsom Cordova Unified School District Board.
- 9.3 Recognize Pete Christi for Sixty Years of Barber Service at Mather Air Force Base and the City of Rancho Cordova.
- 9.4 Honor Shen Yun Performing Arts Ten Year Anniversary.
- 9.5 Community Enhancement Fund Grant Check Presentations.

10. PUBLIC COMMENT

Citizens wishing to address the Council for any matter on the Consent Calendar or not on the agenda may do so at this time by completing and submitting a Speaker Card to the City Clerk. For items on the agenda, speakers will be called up to the podium by the Mayor at the point on the agenda when the item will be heard. Speakers are encouraged to keep comments to three minutes or less and to state name and community of residence.

Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any unagendized item unless it can be

demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

11. COUNCIL REPORTS

12. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 12.1 **Subject:** Meeting Minutes of October 17, 2016 Special and Regular Meeting and October 25, 2016 Special Meeting.
Recommendation: Adopt minutes.
- 12.2 **Subject:** Resolution Authorizing the City Manager to Execute Contract No.163-2016 in the Amount of \$377,812 to St. Francis Electric, LLC. for the Justinian Drive at Sunrise Boulevard Traffic Signal Project.
Recommendation: Adopt Resolution No.121-2016.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute contract no. 163-2016 in the amount of \$377,812 to St. Francis Electric, LLC. to construct the Justinian Drive at Sunrise Boulevard Traffic Signal Improvement Project.
Staff Report: Albert Stricker, Public Works Director.
Advances Goals: 1, 2, 5.
- 12.3 **Subject:** Resolution Authorizing the City Manager to Execute Contract No.164-2016 in the Amount of \$1,527,570 to Sierra National Construction, Inc. for the Rancho Cordova Elementary School Bicycle and Pedestrian Project.
Recommendation: Adopt Resolution No.122-2016.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute contract no. 164-2016 in the amount of \$1,527,570 to Sierra National Construction, Inc. to construct the Rancho Cordova Elementary School Bicycle and Pedestrian Project.
Staff Report: Albert Stricker, Public Works Director.
Advances Goals: 1, 2, 5.
- 12.4 **Subject:** Resolution Authorizing the City Manager to Execute Construction Contract No. 162-2016 with Tim Paxtin's Pacific Excavation, Inc. in the Amount of \$3,345,174 to Install Traffic Interconnect for the Intelligent Transportation Systems Infrastructure Improvements Project.
Recommendation: Adopt Resolution No. 131-2016.
Result of Recommended Action: Approval of Resolution No. 131-2016 will authorize the City Manager to execute contract no. 162-2016 to install Traffic Interconnect on Sunrise Blvd, Folsom Blvd, Zinfandel Drive, International Drive, White Rock Road, Mather Field Road, and Rockingham Drive. The new interconnect will allow the City to remotely monitor and manage the City's transportation system to improve signal coordination, reduce congestion, and improve emergency response and system safety.
Staff Report: Albert Stricker, Public Works Director and Chris Boyer, Associate Engineer.
Advances Goals: 2, 3, 5, 6.
- 12.5 **Subject:** Resolution Authorizing the City Manager to Sign an Agreement with Joseph Brann & Associates for Police Services Consulting.
Recommendation: Adopt Resolution No. 124-2016.
Result of Recommended Action: Adoption of this resolution will allow the City

Manager to enter into a contract with Joseph Brann & Associates for Police Consulting Services.

Staff Report: Cyrus Abhar, City Manager.

Advances Goals: 1, 2, 3, 5.

- 12.6 **Subject:** Resolution Declaring the Results of Mail Ballot Election for Transit Related Services Special Tax Area Zone 18- APG Warehouse Project.

Recommendation: Adopt Resolution No. 117-2016.

Result of Recommended Action: Adoption of this resolution will declare the result of the transit-related services mail ballot election concerning Transit Related Services Special Tax Area Zone 18, establishing a special tax for transit services for the APG Warehouse Project.

Staff Report: Elizabeth Sparkman, Engineering Manager.

Advances Goal: 5.

- 12.7 **Subject:** Resolution Consenting to the Inclusion of Properties Within Rancho Cordova in the California Statewide Communities Development Authority (CSCDA) Open Property Assessed Clean Energy (PACE) Programs.

Recommendation: Adopt Resolution No. 132-2016.

Result of Recommended Action: Adoption of this resolution will authorize the CSCDA to accept PACE financing applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the territory of the City of Rancho Cordova.

Staff Report: Michelle Mingay, Senior Finance Analyst.

Advance Goal: 5.

13. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 13.1 **Subject:** Douglas Road Phase 2 Project-Mitigated Negative Declaration.

Recommendation: Adopt Resolution No. 128-2016.

Result of Recommended Action: Adoption of the environmental documents would allow the approved Douglas Road Widening Capital Improvement Project to begin construction.

Staff Report: Albert Stricker, Public Works Director.

Advances Goals: 1, 2, 3.

14. PUBLIC HEARING ITEMS

NONE.

15. REGULAR CALENDAR ITEMS

NONE.

16. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

17. CITY MANAGER'S REPORT

18. ADJOURNMENT

Mayor Sander will adjourn the regular meeting to closed session in the Community Board Room.

19. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Council Members Budge, McGarvey, Skoglund, Terry and Mayor Sander.

20. CLOSED SESSION

Council may adjourn to Closed Session to discuss the following item(s):

CONFERENCE WITH LEGAL COUNSEL— ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of Section 54956.9: (one potential case).

21. OPEN SESSION - REPORT FROM CLOSED SESSION

The City Attorney will report on action taken in Closed Session.

22. ADJOURNMENT

ADDITIONAL INFORMATION

UNLESS THE COUNCIL ADOPTS A MOTION TO EXTEND THE MEETING, ANY ITEM THAT IS NOT INITIATED BEFORE 11:00 PM WILL BE CONTINUED TO THE NEXT DAY AT 5:30 PM OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL.

Public documents related to items on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the time the documents are distributed to the Council. Documents are available for inspection at the City Clerk's office located in Rancho Cordova City Hall.

The agenda items are accessible on the City's website at www.cityofranchocordova.org on Thursdays or Fridays prior to the Regular City Council Meeting.

CITYWIDE GOALS - (Adopted March 27, 2012)	
1.	Promote the Positive Image of Rancho Cordova
2.	Ensure a Safe, Inviting and Livable Community
3.	Empower Responsible Citizenship
4.	Establish Logical City Boundaries that Provide Regional Leadership and Address Financial Challenges
5.	Ensure the Availability of the Best Public Services in the Region while Practicing Sound Fiscal Management
6.	Drive Diverse Economic Opportunities

UPCOMING MEETINGS	
Monday, November 21, 2016	City Council Regular Meeting (5:30 PM)
Tuesday, November 29, 2016	City Council Special Meeting/Work Session (5:30 PM)
Monday, December 5, 2016	City Council Special Meeting/Study Session (4:00 PM) and Regular Meeting (5:30 PM)
Tuesday, December 13, 2016	City Council Special Meeting/Work Session (5:30 PM)
Monday, December 19, 2016	City Council Regular Meeting (5:30 PM)

If you have any technical questions related to the agenda items, please contact the appropriate department as follows:

DEPARTMENTAL GENERAL TELEPHONE NUMBERS	
Building and Safety Division	(916) 851-8760
City Attorney's Office	(916) 556-1531
City Clerk's Department	(916) 851-8720
City Manager's Office	(916) 851-8800
Communications Department	(916) 851-8791
Economic Development Department	(916) 851-8780
Finance Department	(916) 851-8730
Housing Division	(916) 851-8784
Human Resources Department	(916) 851-8740
IT Department	(916) 851-8700
Neighborhood Services – Animal Services	(916) 851-8770
Parks & Recreation (Cordova Recreation & Park District)	(916) 362-1841
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Rancho Cordova Police Department	(916) 875-9600
Redevelopment Department	(916) 851-8780
Sac Metro Fire District	(916) 859-4300

The Rancho Cordova City Council/Successor Agency to the CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast and SureWest Cable Systems. Closed Captioning will be available on the playback cablecast. Tune to Metro Cable Channel 14, for playback times. A VHS copy is available for check out from any library branch, a DVD copy is available from the City Clerk's Department, and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting. The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (916) 851-8720 at least 48 hours prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

I, Mindy Cuppy, MMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, November 07, 2016 Special and Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, November 3, 2016 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed Thursday, November 3, 2016 at Rancho Cordova, California.


Mindy Cuppy, MMC, City Clerk

MEMORANDUM

DATE: November 7, 2016
TO: Honorable Mayor and Council Members
FROM: Lorianne Ulm, Community Engagement Analyst
SUBJECT: NEIGHBORHOOD ENGAGEMENT PLAN.



RECOMMENDATION

Review the Community Development Department's "Draft" Neighborhood Engagement Plan and provide staff with any comments or recommendations prior to its implementation.

RESULT OF RECOMMENDED ACTION

Staff will take Council direction regarding implementation and begin developing a more in-depth strategic plan for the next 3-5 years to reach out to all of the neighborhoods in Rancho Cordova.

BACKGROUND

In the fall of 2016 City staff presented an update to Council on the Community Engagement Program, including components of the Volunteer, Beautification and Neighborhood Engagement Programs. As a result of the presentation, staff was asked to provide a more detailed plan for the Neighborhood Engagement efforts. This work plan provides the tools and guide to help City staff expand efforts to support valuable work in more neighborhoods.

The goal of Neighborhood Engagement in the City of Rancho Cordova is to empower neighbors to create strong neighborhoods with a high quality of life that a desirable and a safe place to live: a place where residents know each other, work productively with the city, schools, churches, and businesses to provide attractive areas with positive activities and amenities.

The plan also provides the strategies and steps needed in order to successfully implement the program. There are four critical strategies staff will review with the Council as part of the presentation:

1. City convenes and builds the capacity of neighbors, playing the role of facilitator, builder, and activator; the city does not drive implementation.
2. Neighbors initiate, develop, and implement activities that bring people together to improve their neighborhood; the city supports these projects.
3. Neighbors provide leadership to identify and carry out projects that engage other residents, increasing the social capital within the neighborhood.

4. City departments and other local institutions, especially schools and park districts, coordinate with neighbors and one another to support resident determined goals for their neighborhood.

FISCAL IMPACT

None at this time; future budget adjustments may be indicated for successful implementation.

ATTACHMENTS

1. Neighborhood Engagement Work Plan.
2. PowerPoint Presentation.

ATTACHMENT 1

City of Rancho Cordova
A Guide to Taking Neighborhood Engagement to Scale Summer – Fall 2016

The goal of Neighborhood Engagement (NE) in the City of Rancho Cordova is to empower neighbors to create strong neighborhoods with a high quality of life. We defined a neighborhood with a high quality of life as a desirable and safe place to live: a place where residents know each other, work productively with the city, schools, churches, and businesses to provide attractive areas with positive activities and amenities.

There are four critical strategies to achieve this success:

- City convenes and builds the capacity of neighbors, playing the role of facilitator, builder, and activator; the city does not drive implementation.
- Neighbors initiate, develop, and implement activities that bring people together to improve their neighborhood; the city supports these projects¹.
- Neighbors provide leadership to identify and carry out projects that engage other residents, increasing the social capital within the neighborhood.
- City departments and other local institutions, especially schools and park districts, coordinate with neighbors and one another to support resident determined goals for their neighborhood.

The role of the City in this model represents a break from traditional community engagement or service provision where local governments engage citizens² for feedback and input on city projects or ideas. Our **Asset Based Community Development (ABCD)** process engages and supports citizens to build a common community identity, develop a sense of ownership over their neighborhood, develop relationships with each other, identify projects that enhance their community and then co-produce those projects. City staff to provide support only where necessary.

Unlike typical community engagement strategies, this process results in high enthusiasm for new activities and fosters resident ownership and accountability. Further, this cultivated leadership directly impacts the quality of community life beyond events and activities. It is within resident ownership and leadership that ongoing sustainability is found.

This short guide outlines the process for implementing this type of community and neighborhood engagement.

Background

The City of Rancho Cordova has used various considerations to determine which neighborhoods to focus on. When the engagement work began in 2013, staff used the following criteria. At the start of this initiative, the first two pilot neighborhoods were chosen because they met the “easier” criteria. Those neighborhoods were Kavala Ranch and Cordova Meadows.

¹ “Projects” events, functions, programs or activities.

² “Citizens” here refers to its original meaning from ancient Greece - residents who participate in the democracy by being involved in the actions and decisions that effect and determine their community's future.

Pilot Neighborhood Criteria Categories

Easier	Harder
Smaller Size	Larger Size
More Organized (?)	Less Organized
Sense of Community	Little/No Community
Consensus – Some Problems	Consensus – Many Problems
Known Existing Leaders	Unknown Existing Leaders
Communication Tool	No Communication Tool
Language/Cultural Barrier	Non English Speaking

The next two neighborhoods were chosen because of opportunity created by circumstances. In Cordova Meadows engagement in the West La Loma area was low and crime in that area was high. There were also large obstacles to involved residents connecting with West La Loma residents. A focused effort to connect with and empower residents of the apartments was critical to neighborhood progress. In Lincoln Village crime concerns brought neighbors together and they were invited to participate in an Asset-Based community building process.

Approach

The ABCD approach implemented in Rancho Cordova neighborhoods has been effective and successful. The tools in this guide are intended to help City staff expand efforts to support valuable work in more neighborhoods. The guide is divided into four distinct phases of neighborhood engagement. The strategies cited on page one are active in each phase of neighborhood engagement.

The four phases of neighborhood engagement are in:

1. Start up. Beginning engagement in a new neighborhood.
2. Leadership. Identifying and cultivating local resident leaders.
3. Sustainability. Creating the infrastructure for the effort to continue over time.
4. Maintenance. Ensuring ongoing support after a neighborhood's engagement is sustainable.

This guide follows an Asset Based Community Development (ABCD) approach for implementation of neighborhood engagement. The ABCD approach values what exists within neighborhoods instead of focusing on what is missing; assets over needs; residents over service providers; relationships over titles; and process over projects. The approach starts with and stays focused on what is already inside the neighborhood and ***strengthens the community from the inside out rather than from the outside in.***

Every neighborhood is filled with resources—gifts, talents, and strengths. We call these resources the neighborhood's assets. ***Finding, engaging and connecting the assets of a neighborhood is the most transformative act any community builder or leader can conduct.***

The six asset areas that ABCD has found contain most community assets are:

1. **Individuals.** People who live and work in the neighborhood, as well as their gifts, skills and passions
2. **Associations.** Voluntary groups that gather around a common interest.³
3. **Institutions.** Paid groups that are formed to reliably produce something specific.
4. **Physical Space.** This can include many amenities within the community.
5. **Local Economy.** Productive work, including the sale and exchange of goods or services.
6. **Local Culture and Stories.** The values and beliefs of the neighborhood, as well as the verbal collections of local history.

Key Principles

1. Neighborhoods do not improve absent neighbors knowing and trusting each other.
2. Focusing on identifying, connecting and engaging neighborhood assets is far more effective than focusing on needs. There has never been a need that solved a problem.
3. Projects are done for the purpose of developing leadership and expanding engagement and relationships.
4. Everyone has gifts and talents, everyone can contribute.
5. Projects done **for** residents instead of **by** residents generally have a disempowering impact in the neighborhood. They displace on opportunity for resident leadership.
6. Institutions can be very helpful to the degree that they provide support, resources and continuity to resident leadership.
7. The fundamental tool of transformation for neighbors knowing and trusting each other is the one-on-one learning conversation, not a program or project.

Methodology

Phase 1: Start Up

³ An association is ANY group of people who regularly gather together around a common interest. Examples include book clubs, churches, walking groups, scouting troops, cultural and ethnic organizations, service clubs, etc.

In the Start Up phase, the primary goal is to identify and connect residents and their interests while providing a place for leaders to emerge and their gifts and talents are utilized in a way that strengthens the neighborhood. Presented below are key steps for this phase:

1. Connect with residents where they are.
 - a. Create an inventory of Associations and Institutions where residents gather and connect
 - § Use the internet and city directories
 - § Meet 1-1 with institutional and associational leaders⁴
 - § Hold a *focus group* style meeting with an association
 - b. Conduct a listening campaign using Learning Conversations (Appendix A)
 - § Identify individual interests and what they want to act on, and follow up on recommendations to connect with other neighbors.
 - § Identify more residents to meet with individually or in pairs
 - § Identify potential leaders who have the ability to gather others
2. Gather residents.
 - a. Call together a meeting of residents, focusing on Connector-Leaders⁵, but including all who are interested and willing. Other stakeholders can be included as well, but more than half the attendees should be people living in the neighborhood. The first meeting usually lasts two hours.
 - b. 1st meeting objectives
 - § Introductions
 - § Growing Strong Neighborhoods background and overall purpose
 - § Hands, Head, Heart exercise⁶
 - ABCD Theory
 - Customer v. Citizen Theory
 - § Identification and discussion of other assets in the neighborhood using the six ABCD asset categories (defined above)
 - Identify the hopes and dreams of residents
 - Using the assets, hopes and dreams, connect similar interests and encourage residents to discuss possibilities for their neighborhood and what they could and would like to do together (defining a possible project)
 - § Invite participants to choose a project to work on based the assets they have, including city support. This should be facilitated by asking residents to organize their hopes and dreams for the neighborhood in response to three questions:

⁴ A short guide for questions to ask in these Learning Conversations is included in Appendix A

⁵ Connector-Leaders are described in Appendix B

⁶ Exercise description in Appendix C

What can residents do themselves?	What can residents do with a little bit of help from outside of the neighborhood?	What has to be done by people or institutions from outside the neighborhood?
-----------------------------------	---	--

Residents are often surprised that most of what they want in their neighborhood can be done by organized residents alone, or with a little help from the outside. The activities they pursue should come from the first two columns. That is where resident capacity is built and leadership is grown.

- § Remind participants that the project has two primary goals: to improve the neighborhood and expand relationships in the neighborhood

The most important feature of the project is to build and expand relationships between residents. Remind participants that social research and City experience says that the quality of life in a neighborhood is strongly influenced by the number and quality of relationships between neighbors (social cohesion), the willingness of neighbors to trust each other and share their gifts and talents (social capital) and their ability to get things done together (collective action).

- § Ask participants to identify 3 people in the neighborhood who might be interested in this work and who they commit to invite to the next meeting. Post those names on a chart with the name of the person inviting. This avoids duplication and builds accountability.
- § Review and celebrate accomplishments of meeting, set next meeting date and review any assignments people have, including city staff.

3. Support residents and identify and cultivate leaders.

- a. City staff plays a critical role at this stage. They coordinate communication and secure meeting space and supplies. These are roles residents should eventually take over, but at the beginning city staff can ensure the communication is inclusive and that space and supplies are not obstacles. Supplies include food and child care – two of the primary considerations for participating in lower income communities. Food and child care are almost always things local residents can supply, but the city can coordinate and support financially. This is also an area where local businesses can be engaged.
- b. Follow up the meeting by distributing notes and sending an encouraging upbeat note to all participants. This can be done by mail, email or hand delivery – whichever works best in the local context. Generally, email should be supplemented by something physical (call or delivery) and a text saying that the email and/or notes were delivered.

4. Reconvene residents.

- a. Call participants several days before the next meeting to remind them of the meeting and who they were going to invite. Ask how the invitations are going. This is an opportunity to provide support and encouragement to residents. This call should be more than two days before the meeting but no more than a week before. It is important to call people and not only email them. This helps city staff sense how things are going and where the participants might need extra support.
- b. 2nd meeting objectives
 - § Introductions and special welcomes to new people. Ask them to tell about one of their gifts and talents.
 - § Post and review the assets identified in the first meeting and spend some time adding to those lists.
 - § Work on the project, including review of purposes
 - § Discuss who is not participating; make a plan with assignments to reach out to those individuals or groups before the next meeting.
 - § Review and celebrate accomplishments of the meeting.
 - § Set next meeting and review any assignments.

Phase 2: Leadership Identification and Cultivation

The goal of the Leadership and Cultivation phase is to identify and cultivate leaders who are effective and connecting and supporting neighbors in accomplishing tasks that improve the neighborhood. This phase should create a small group of resident leaders who can recruit, call together, support and hold accountable neighbors who want to engage.

This phase is defined by two simultaneous tracks. The first track is getting the project done. Accomplishments and 'wins' are critical to the group cohesion and creating new energy in the neighborhood. It is important to define a 1st project that can be a 'win' for the residents. The project should also do something to accomplish at least one of the pre-conditions in the Neighborhood Engagement Theory of Change⁷.

- § Neighbors know each other
- § Neighbors work together with city and schools
- § Neighborhoods are attractive, filled with positive activities and amenities, and desirable and safe to live in.

⁷ City of Rancho Cordova Neighborhood Engagement Theory of Change is in Appendix D

There will be several types of leaders in any group.

- § Some with followers.
- § Someone who inspires others to act by the way they live, by example.
 - This can include anyone offering their gifts and talents to the community.
- § Someone who helps others take action.
- § Someone who inspires others with their vision and articulation of it.
- § Someone who gets things done with others.

Staff should embrace all types of leaders, but focus its support on helping each of them learn how to support others taking action. Existing leaders who can engage, recruit and then empower their neighbors are essential for sustainability. Every aspect of the first few projects should be approached by staff with this leadership cultivation goal in mind.

Some leaders will tend to focus on the product of the project. Staff needs to remind them to keep the process inclusive, inviting and community strengthening. Often this can be mitigated by regularly reminding leaders that the purpose of the work is to expand and deepen involvement by and relationships between neighbors. Often this is inefficient and creates concerns for people who are driven to “get things done.” They will need encouragement to see relationships and expansive leadership as products of their efforts as much as a block party, clean up event, or neighborhood watch.

The second track is comprised of city staff teaching and developing resident skills in meeting facilitation, community leadership, and project management. This helps strengthen the capacity of the neighborhood through the skills of resident leaders.

Leadership development involves a lot of one on one time. Meeting with leaders individually to learn more about them and determine how to support their growth as a leader is the most important time investment during this phase. Often the ‘tasks’ of supporting the group’s projects can be combined here by asking leaders to do some of the work done by staff in earlier projects. There are several questions that help guide the one on one conversation with potential leaders⁸.

Once a group of leaders have been identified it can be useful and more time efficient to meet with them as a small group. The same questions apply to these cultivation meetings. The advantage of a small group is they can support each other and offer insight. There needs to be at least three and no more than eight for the small group to be effective.

At the end of each leadership cultivation meeting, whether it’s with an individual or group, ask the leader what they need to do between now and the next meeting to grow as a leader. Provide a specific, tangible homework assignments. Examples of leadership cultivation assignments include:

- Talk to two neighbors about the project and/or group and invite them to join in
- Talk to two neighbors about the neighborhood in general and learn what their dreams and concerns are. Ask them what they want and what they are willing to work on.

⁸ Questions to guide conversations with potential leaders are in Appendix E.

- Talk to an institutional leader or someone who works in the neighborhood to learn their impressions and how their organization could connect with resident led efforts.
- Read an article provided by city staff that tells the story of a grass roots leader. This can be the basis for discussing leadership traits and practices at the next meeting of leaders.

It can also be useful to think of an assignment together with the leader being cultivated.

After six months to a year of engagement and cultivating leadership, staff should be able to identify four to eight residents who are reliable leaders who are trusted by other residents and effective and getting others involved and engaging the assets of the neighborhood. Good leadership will seek to engage neighbors around their own gifts and interests, and not just around how they can support the leaders' visions for the neighborhood.

Once leaders have been identified, tested and proven reliable and effective, then the city staff can begin the sustainability phase.

Phase 3: Sustainability

In the Sustainability phase, the primary goal is to create the systems, practices, and infrastructure that support resident leaders and enable them to continue to engage their neighbors and produce positive neighborhood outcomes. Once leaders are established and are doing most of the communication and coordination for their group, the city can help them sustain their work over time in several ways.

1. Provide quarterly or semi-annual trainings to further support leadership education and development. These are usually one day sessions called "Community Leadership Institute" or "Neighborhood University." Classes can include:
 - § Running effective and inclusive meetings
 - § Action planning
 - § Recruiting and managing volunteers
 - § Communication tools and techniques
 - § Teaching Learning Conversations
 - § Intergenerational engagement
 - § Youth engagement
 - § Working with the city
 - § Working with schools
 - § Working with parks districts
 - § Cultural diversity
 - § Raising money

In Cordova Meadows the group created a name, Keep Cordova Meadows Beautiful (KCMB) and a logo. When new leaders emerged from the apartments, the name was put back up for discussion. The whole group adopted KCMB as their name and made t-shirts they wore at events.

In Lincoln Village the group created the name It Takes A Lincoln Village (ITLV) and has created unique Facebook and Next Door groups to engage, communicate and connect neighbors to that 'brand.'

2. Host a forum style meeting for leaders from across the city to meet, share and support each other. While the group is small, setting up around a table or in a circle is sufficient. Once there are twenty or more participants, consider using Open Space or Colloquium style meeting facilitation (see Appendix F) to allow participants to get the most out of the time based on their own interests.⁹ These meetings could include topics like:

- § What is working?
- § What is one thing your group has done well? What was the role of leadership?
- § What challenges do you want help with? Advice?
- § Peer training – staff identifies a leader who is doing something well and helps them develop a mini-training for others on that topic or skill.

Staff supports systems management for neighborhood efforts through communications, institutional connections, and brand identity. City staff can support sustainability by providing

- § Communication infrastructure: Email lists, phone lists, document or flyer development, promotion and marketing
- § Institutional connections: city departments, schools, parks, and businesses
- § Identity: structures or facilities, name and logo, recognition and promotion

Phase 4: Maintenance

Once a neighborhood has achieved sustainable leadership, the City will be working in several phases simultaneously. City staff will transition out of regular more frequent involvement with the group into more of a maintenance role. The maintenance phase ensures that neighborhood leaders are being successful in keeping the neighborhood group active and energized. Staff will continue to stay connected with those leaders to assist where needed to ensure success.

Sometimes however, any given neighborhood may or may not fall neatly into one of the 3 prime phases and could fall back. Staff may learn that leadership in an established neighborhood in phase 3 are tired, discouraged or in conflict. This requires Phase 2 style attention to get leaders back on track and re-engage residents.

In neighborhoods with higher rates of transiency, it is entirely possible that somewhere late in Phase 1 or early in Phase 2 many leaders become unavailable due to job or shift changes, family illness, rent increases or another need to move away from the neighborhood. This requires circling back to Phase 1. Restarting engagement is not a “square one” type of endeavor in these cases. Residents have a memory of resident led and city supported success and a basis for trust has been established. Ideally, the group will have already been branded and have an identity and staff can recruit new leaders to an existing success story.

Case studies around the country show that removing staff from a supportive role often leads to the demise of leadership development and the erosion of sustainability. Once a neighborhood is

⁹ Descriptions of these two participatory meeting management techniques are in Appendix F

established and has strong, trained, confident leaders staff can focus on new neighborhoods. City staff should never disengage from a neighborhood. In fact, leaders in one area can be very inspiring and supportive of emerging leaders in a new area.

As staff moves into this maintenance phase with a neighborhood it will allow staff to initiate new effort in other neighborhoods. This includes:

1. Supporting sustainability of established groups
2. Identifying and cultivating leaders in the beginning year or two of new groups
3. Beginning engagement of new neighborhoods (see page 2)

Financial Support

A critical element needed for the on-going success of this program is financial support from the city or other community businesses and organizations.

Nonprofit organizations and local governments around the country have found that small amounts of financial support can be critical in creating success. This financial support is often in the form of supplies, materials, in-kind expertise, and labor from the organization. Small grants can be especially effective when they are used for stipends for resident participation (especially for low, hourly wage workers and youth who need to forego income to engage in community leadership) and prizes.

Food and child-care are often obstacles to participation and leadership for residents from lower income families. Providing these supports for meetings and events removes key obstacles and supports participation. Hiring other residents to provide food and child care creates a double win and connects more people to the meeting or event.

In multi-lingual communities it is essential to provide simultaneous translation. Translation has been essential and impactful in Rancho Cordova, but the lack of simultaneous translation equipment has hindered and slowed efforts.

Many supporting institutions have used mini-grants to both support and incentivize resident led efforts. These are often small grants of \$500-\$2,000 that enable residents to purchase their own supplies, materials, expertise, food, child-care and/or provide stipends, prizes and incentives.

The advantage of the mini-grant form of support is that it puts residents in charge of the financial support provided by the institutional partner, such as the city or nonprofit organization. The process of researching and applying for mini-grants, as well as evaluating and reporting the impact of the grant, creates and develops leadership capacity among residents.

Special thank you to Pacific Community Solutions, Ron Dwyer-Voss
Presented by the Community Development Department
Aaron Busch, Community Development Director
Lorianne Ulm, Community Engagement Analyst

Appendix A

Guide to Learning Conversation

Learning Conversations are intentional one-to-one conversations with four purposes:

1. Deepen the relationship between the participants,
2. Discover and share our gifts, hopes and concerns,
3. Define any mutual interest we might have, and
4. Expand our connections beyond the conversation.

By the end of the conversation, each person should know what makes the other “tick.”

Below is an outline of material usually discussed in a learning conversation.

Steps:

1. Credential. Initiate warm up talk explaining who I am and why I wanted to talk with you.
2. Discover. Listen for motivations to act. People are motivated by:
 - § Gifts and talents they have to contribute
 - § Their hopes and dreams
 - § Their concerns and fears
3. Define. Identify mutual interests and if the person is interested in sharing their gifts or talents with the community.
 - § Would this be a way they could experience what they hope for, or address what concerns them?
 - § What do they think about what we are working on? What is their interest in getting involved?
4. Expand. Further expand possible community connections to determine who else cares about these things.
 - § Who else should I talk to?

Appendix B

Connector-Leaders

Connector-leaders have strong relationships within the community. These people are able to bring people together or to open doors to community learning conversations, or both. They are connected to people who will act.

Connector-Leaders are community members or community stakeholders who:

- § Have gained community trust and influence others
- § Maintain a variety of relationships with people from one or more circles
- § Possess relationships that are strong enough to bring people together in a way that encourages involvement and action
- § Are able to open doors to various community assets

Appendix C

Hand, Head, Heart Exercise

This exercise provides a positive way for people to introduce themselves. The process begins as a paired exercise and then transitions to a large group introduction that is highly engaging.

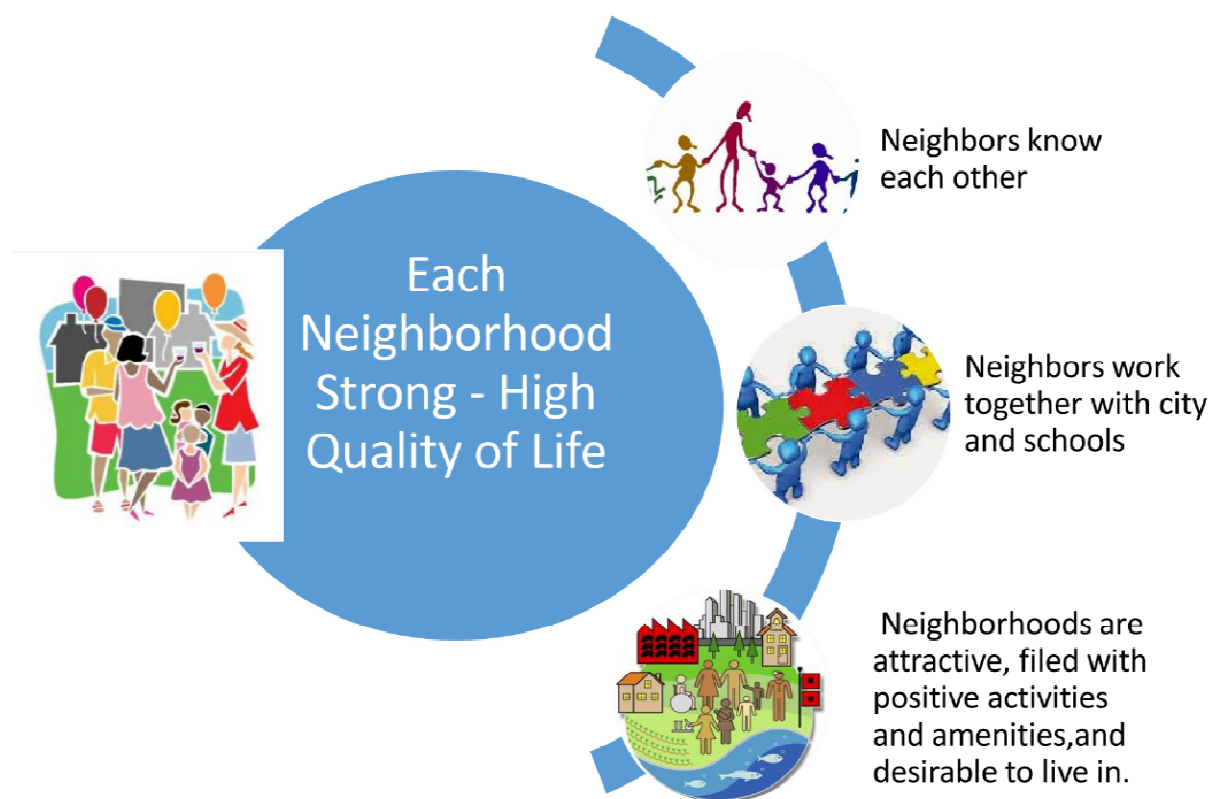
Steps:

1. On a flipchart page, write: Head, Hand, Heart in any layout you choose.
2. Read the definition of each
 - Gifts of the head** include the things I know something about and would enjoy talking about, things I like teaching others about. Examples include birds, history, basketball, etc.
 - Gifts of the hands** are the things I know how to do and enjoy doing, making, or creating. Examples include carpentry, cooking, painting, playing an instrument, etc.
 - Gifts of the heart** include the things I care deeply about, so deeply that if this passion was not in me, I would not be me anymore. Examples are children, the environment, social justice, civic involvement, etc.
3. Ask participants to write down one gift of their head, one of their hand and one of their heart.
4. Ask the group to break into pairs, if there is an odd number of participants, a group of three will work.
5. Instruct pairs to share their gifts with each other and to pay attention to what their partners shares because they will introduce their partner to the larger group. Give pairs 5-8 minutes to share, and announce the halfway point to each person has time to share.
6. Once the full group is resumed, have each person introduce their partner and share ONE of their partner's gifts. Write the gifts down on flip chart.
7. When intros are completed initiate a group dialogue about the exercise. *How would this exercise have been different if I asked you to write down something you are not good at, something you don't know enough about, and something you don't care about?*
8. Summarize key points. *When we start in communities by asking what our needs are, what we don't know, what we can't do, or don't care enough about – then we create an overwhelming sense of hopelessness. In fact, we de-energize, and we describe a community nobody wants to live in and where they definitely do not want to know their neighbors. Needs assessments cause damage. There has never been a need that solved a problem, so to develop a community we need to start with assets, not needs. We start with assets because starting with assets creates hope, energizes and reminds us of why we want to live in this community and why we want to know our neighbors.*

Appendix D

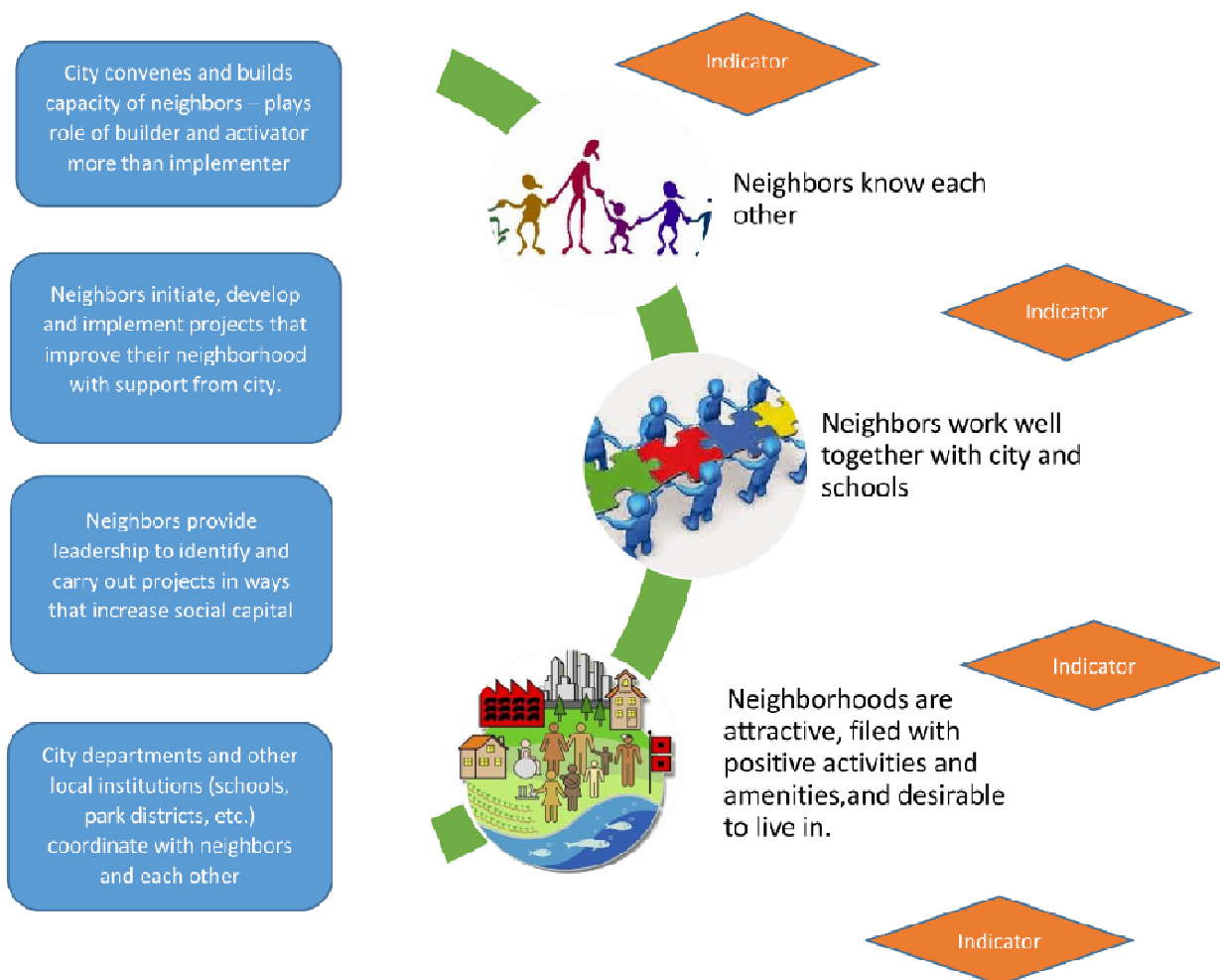
City of Rancho Cordova

Neighborhood Engagement Theory of Change



Appendix D (continued)
City of Rancho Cordova
Neighborhood Engagement Theory of Change

Strategies



Appendix E**Guide to Conversations with Potential Leaders**

What has been rewarding for you being part of this neighborhood group?

What has been challenging for you?

What do you feel like your contributions have been?

How have you worked together with neighbors to get things done?

How would you describe your style of leading and supporting the group?

What would you like to see happen with your group over the next 6 months to year; with your neighborhood?

How would you like to support that becoming a reality? What skills would you like to develop to better lead and support your group?

Appendix F

Participatory Meeting Management Techniques: The Open Space Meeting Model

Meeting Logistics

Any person that has a topic or area of exploration they would like to pursue announces their topic to the larger group and takes the topic to one of the stations. Topics can be picked from the previously generated list or can be a “new” topic.

After all the topics are announced, participants go to a topic in which they wish to participate and/or contribute.

At each station there are flip charts and markers. One person volunteers to record the discussion. If that person wants to move to another station, they simply state that and ask another participant to record.

The meeting caller is not required to stay at their station during the whole meeting. The Law of Two Feet applies to that person as well as others (see below).

The large group facilitator will announce when 15 minutes remain so if you want to ensure you participate in a meeting that you have not, you can.

Meeting Principles

The most basic principle of an Open Space meeting is that everyone is passionate about the topic and willing to take some responsibility for creating things out of that passion. If any situation is not learning rich, it is incumbent upon the individual participant to make it so.

The other primary principles are:

1. Whoever comes are the right people.
2. Whatever happens is the only thing that could have.
3. Whenever it starts is the right time.
4. When it is over it is over.

Meeting Rules

There is one rule: the law of two feet. It states, “If you find yourself in a situation where you are not learning or contributing, use your two feet to move somewhere you can learn or contribute.”

The Colloquium Model

"In the mind of the beginner there is a universe of opportunity. In the mind of the expert, there are few." Shunryu Suzuki Roshi

The colloquium model is an adult learning method that is a structured approach to peer support. A learning community is created in large group meetings, small group discussion sessions, as well as individual consultation meetings.

1. The colloquium method of discussing issues has the following characteristics:

- This adult learning method is participant driven.
- Everyone is a learner and a teacher.
- There is an emphasis on sharing experiences and resources related to the topic for which people indicate an interest in discussing.

The facilitator is not there as "the expert" who is expected to provide the answers. Rather, the role is to serve as a discussion leader whose job is to create an environment in which the participants share experiences in a way that is organized enough that all issues or current problems raised by participants get some attention.

The role of the facilitator in the group session is to open the session with some framing remarks on the topic and then to facilitate the discussion in a way that allows exchange of experiences and sharing of resources.

The framing remarks should be brief (5-10 minutes) and ideally should stimulate participants' thinking about the topic. The remarks can be supplemented with written materials if the facilitator decides to bring some materials to distribute. Example: framing remarks on board issues could be a reference to an article or book the facilitator has recently read, or a description of a board issue they recently experienced.

The facilitator can follow one of two paths - or time can be devoted to both methods. After the framing remarks, the facilitator can explain both methods and ask the group to decide which they prefer.

Issues Approach: Ask the group to name issues they would like to explore during the session and write the list of issues on the flip chart. Take the discussion through the list of issues, with attention to moving through the list at a pace that will allow the group to cover as much as possible.

Clinic Approach: Invite each participant to present a problem or challenge they are currently struggling with related to the topic. Everyone in the group offers advice and resources based on their own experience. If this approach is chosen it is important to watch the clock carefully so that everyone gets some benefit.

City of Rancho Cordova's Community Engagement Programs

Presented by Lorianne Ulm,
Community Development
Department

Community Engagement Programs

Volunteering

Beautification Projects

Neighborhood Engagement

These programs focus on the most important natural resource we have: people!

Community Engagement involves residents in Rancho Cordova working together to create positive changes in our neighborhoods:

- ✓ Building relationships
- ✓ Cleaning up neighborhoods
- ✓ Creating strong neighborhoods and a sense of community making this a well maintained, *fun* and safe place to

Neighborhood Engagement

- NEIGHBORS KNOWING NEIGHBORS!
- Make the community a partner in its own success - empowering residents!
- Make sure our efforts are tailored to identify the residents hopes & dreams for their neighborhood.
- Create a sense of community that promotes security, satisfaction, and pride.

Longterm:

- The neighborhoods of Rancho Cordova will be safe and well maintained places to live with a high quality of life for residents.

Community Engagement 2016 Priorities

Focusing to make the neighborhoods a safe and well maintained place to live with a high quality of life for residents.

1. INCREASE CAPACITY IN EXISTING NEIGHBORHOOD GROUPS	• Lincoln Village and Cordova Meadows • Help build sustainable groups
2. IDENTIFY A NEW NEIGHBORHOOD TO BEGIN IN 2016	• Council recommended: S. White Rock or north of Coloma between McGregor and <u>Sunriver</u>
3. CREATE A FIVE YEAR STRATEGIC PLAN TO REACH OUT TO ALL NEIGHBORHOODS	• Identify total number of neighborhoods • Capacity • Sustainability
4. IMPLEMENT CHAIN LINK FENCE PROGRAM	• Community outreach • Coordinate with Sierra Service Project or Rebuilding Together on removal
5. REBUILDING TOGETHER SACRAMENTO THREE YEAR STRATEGIC PLAN	• Spring events in 2016, 2017 & 2018 • Identify specific neighborhoods • Coordinate resources with other agencies (biggest bang)

Neighborhood Engagement Accompliments 2016

- Increased the number of participants in both neighborhood groups - Cordova Meadows and Lincoln Village
- Improved communication - informing residents of community resources
- Connected residents with volunteer opportunities within Rancho Cordova
- Increased resident involvement in the community
- Reduction of violent crime in West La Loma

Neighborhood Engagement Methodology

The goal of Neighborhood Engagement in the City of Rancho Cordova is to empower neighbors to create strong neighborhoods with a high quality of life.

Empowering Residents

What can residents do themselves?

What can residents do with a little bit of help from outside of the neighborhood?

What has to be done by people or institutions from outside the neighborhood?

Neighborhood Engagement Strategies

There are four critical strategies to achieve this success:



Neighborhood Engagement Methodology

4 Phases:

1. Start Up: Beginning engagement in new neighborhood.
2. Leadership: Identifying and cultivating local resident leaders.
3. Sustainability: Creating infrastructure for efforts to continue over time.
4. Maintenance – Ensuring ongoing support after a neighborhood's engagement is sustainable.

Neighborhood Engagement Methodology Phase 1

Phase 1 – Start up: Primary goal is to identify and connect residents

Identify neighborhood leaders

Preparing 1st meetings – introduction to program; GSN background; incorporating the ABCD theory; identify community/resident assets; identify hopes and dreams for their neighborhood; and identify projects based on hopes, dreams and assets.

Facilitation, resources (Small Community Micro-grants), meeting logistics

Support residents and cultivate leaders

Follow up after all meetings

Encourage growth at future meetings (may repeat Phase 1 depending on how many residents engage)

Neighborhood Engagement Methodology Phase 2

Phase 2 – Leadership Identification and Cultivation: creates a small group of resident leaders who can recruit, support and hold accountable neighbors who want to engage.

Leaders connecting and supporting neighbors in accomplishing tasks/projects

Neighbors are getting to know each other; connect with schools; identify resources/partners

City staff teach & develop residents skills: meeting facilitation; community leadership, and project management

Project initiation

2016 Neighborhood Projects

Bicycle Training Workshop - 40 attendees



Cordova Meadows/W. La Loma -
River walk and ice cream at the
Cashatt's home.

2016 Neighborhood Projects



National Night Out -
100 attendees

2016 Neighborhood Projects



2nd Annual Trunk or Treat
Movie Night - 300
attendees (last year)

2016 Neighborhood Projects



100 Trees in Lincoln
Village -
75 participants



2016 Neighborhood Projects



Spring BBQ - 100
attendees

2016 Neighborhood Projects



2nd Annual
Christmas
Parade- over
400 attendees
last year



Neighborhood Engagement Methodology Phase 3

Phase 3 – Sustainability: Create systems, practices and infrastructure to support resident leaders and enable them to continue growth and produce positive outcomes.

Branding- unique individual neighborhood identity

Communication/Connectivity – websites, Facebook pages, Nextdoor, handouts, magnets, etc.

Institutional connections: city departments, schools, parks, and businesses

Continue support to reach more residents

Neighborhood Engagement Methodology Phase 4

Phase 3 – Sustainability (cont.)

Provide semi-annual trainings – Community Leadership Institute or Neighborhood University

- Effective meetings
- Action planning
- Intergenerational engagement
- Youth engagement
- Working with the City
- Working with schools; parks; local agencies
- Raising money

Neighborhood Engagement Methodology

4 Phases:

Phase 4 – Maintenance – continuation of supporting and inspiring established groups.

City will be working in several phases simultaneously

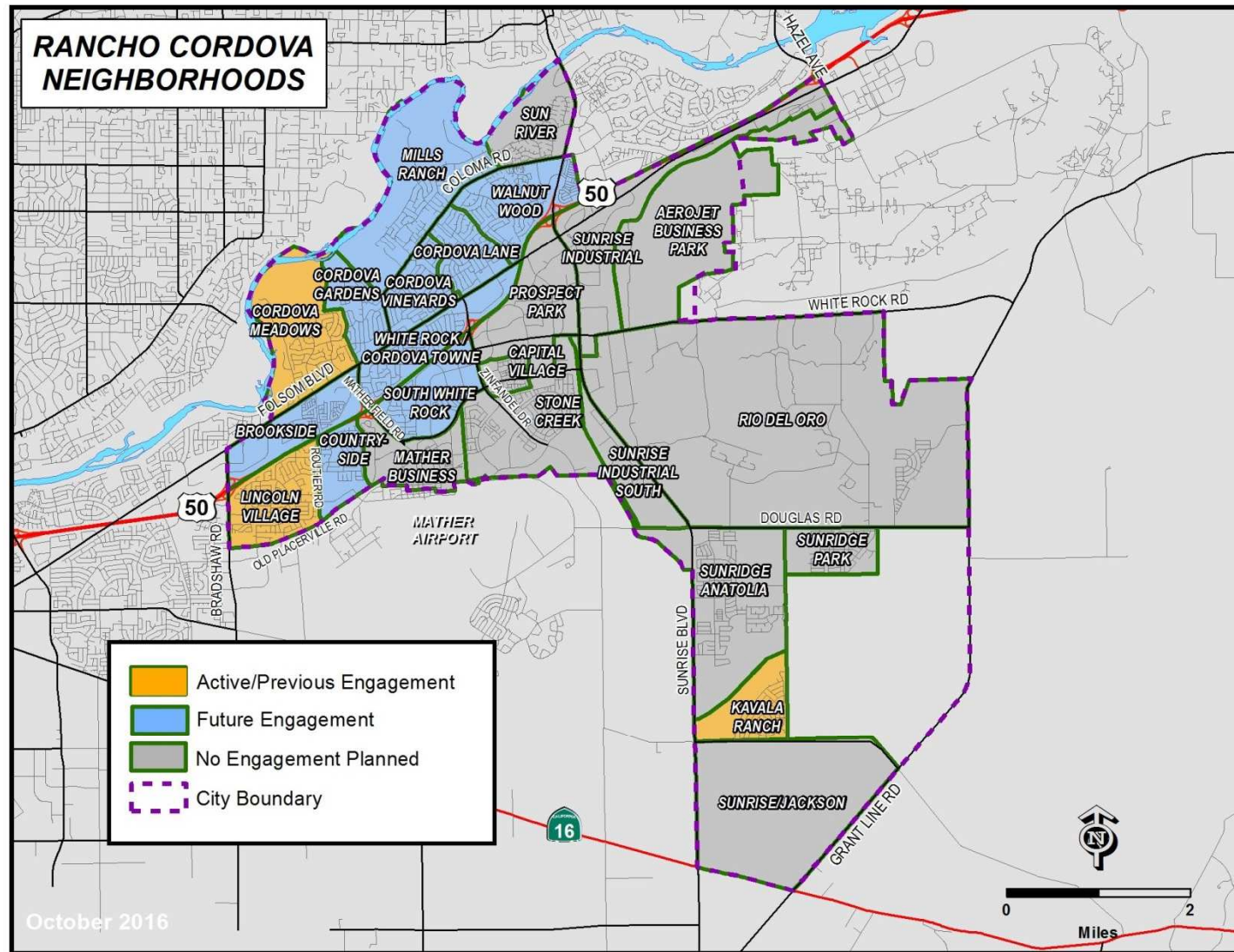
In neighborhoods with higher transiency, it is possible that you may have to shift back into Phases 1-3.

Integrate neighborhoods to work together; learning from one another and sharing case studies

Crucial Tools

- Support from our City Council
- Community Enhancement Funds - Community Micro Grants
- Partnership with School Districts
- Support from principals - Nisha Turturici, A.M. Winn Elementary School and Marie Pawlek, Cordova Meadows Elementary School
- Ron Dwyer Voss - Pacific Community Solutions - Asset Based Community Development Institute
- Students
- Local Businesses
- And of Course we couldn't do anything without our resident leaders!!

Neighborhoods Map



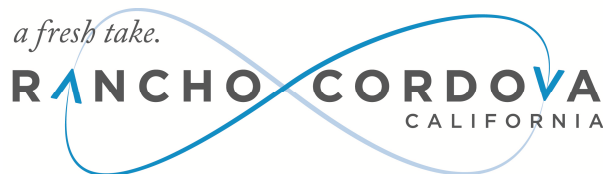
Neighborhoods We've Worked With...

- 6/2012 - Cordova Meadows -
Original pilot neighborhood
- 4/2013 - Kavala Ranch
- 1/2015 - W. La Loma/Cordova
Meadows
- 8/2015 - Lincoln Village

Proposed Future Neighborhoods

- Cordova Lane
- Cordova Vineyards
- Cordova Gardens
- S. White Rock
- Countryside
- Mills Ranch (large could break into two)
- Walnut Wood
- Brookside

Questions



**CONCURRENT MEETING
CITY COUNCIL/SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT
AGENCY (CRA)/RANCHO CORDOVA FINANCING CORPORATION (RCFC)**

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, October 17, 2016

**4:00 PM – Special Meeting
David B. Roberts Council Chambers**

**5:30 PM – Regular Meeting
David B. Roberts Council Chambers**

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Sander called the special meeting to order in the David B. Roberts Council Chambers at 4:04 PM.

Council Members Present: McGarvey, Sander, Terry, Budge, Skoglund

Council Members Absent: None

Staff Members Present: Lindgren, Cuppy, Abhar, Busch, Haven, Flory, Ibrahim, Crowley, Heisler, Stricker, Norton, Peek, Huber

2. PUBLIC COMMENT

Mayor Sander opened the public comment period. There were no speakers. Mayor Sander closed the public comment period.

3. SPECIAL MEETING ITEM

3.1 **Subject:** Economic Development Strategy.

Recommendation: Council to approve the strategy and provide direction to staff regarding implementation.

Result of Recommended Action: Staff will take Council direction regarding revisions, further study, and/or implement the strategy.

Staff Report: Amanda Norton, Economic Development Manager.

Advances Goal: 1.

ACTION: Motion to approve the Economic Development Strategy draft with changes, by Budge second by Terry; carried by a 5:0 vote.

4. ADJOURNMENT OF SPECIAL MEETING

Mayor Sander adjourned the special meeting to the regular meeting in the David B. Roberts Council Chambers at 5:15 PM.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Sander called the regular meeting to order in the David B. Roberts Council Chambers at 5:43 PM.

Council Members Present: McGarvey, Sander, Terry, Budge, Skoglund

Council Members Absent: None

Staff Members Present: Lindgren, Cuppy, Abhar, Busch, Kniestedt, Sosa, Adams, Cowels, Diaz, Harriman, Peek, Stricker, Haven, Norton

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

7. PLEDGE OF ALLEGIANCE

Mindy Cuppy led the pledge.

8. INVOCATION

President Daniel Bair from the Church of the Jesus Latter Day Saints of the La Riviera Branch gave the invocation.

9. PRESENTATIONS

9.1 Andy Kotko was not in attendance this evening. Therefore, we did not recognize Andy Kotko on receiving The 2016 Presidential Award for Excellence in Teaching Mathematics and Science.

9.2 Council Honored Sacramento Stand Down Association President, Tony Creel, and Vice President, Don Harper for Their 25th Annual Stand Down Event.

10. PUBLIC COMMENT

Mayor Sander opened the public comment period. The following individuals addressed the Council:

- Artak Toumasyan

Mayor Sander closed the public comment period.

11. COUNCIL REPORTS

Council reported on events since the last meeting.

12. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve items 12.1 and 12.2 by Budge second by Terry;
Carried by a 5:0 roll call vote.

12.1 **Subject:** Meeting Minutes of October 3, 2016 Special and Regular Meeting.
Recommendation: Adopt minutes.

12.2 **Subject:** Adoption of Local Building Codes.
Recommendation: Waive the second reading and adopt the following ordinances:

- Ordinance No. 12-2016, Chapter 16.02 of the "Uniform Administrative Code"
- Ordinance No. 13-2016, Chapter 16.04 of the "Building Code"
- Ordinance No. 14-2016, Chapter 16.06 of the "Residential Building Code"
- Ordinance No. 15-2016, Chapter 16.24 of the "Plumbing Code"
- Ordinance No. 16-2016, Chapter 16.28 of the "Energy Code"
- Ordinance No. 17-2016, Chapter 16.28 of the "Electrical Code"
- Ordinance No. 18-2016, Chapter 16.32 of "Mechanical Code"
- Ordinance No. 19-2016, Chapter 16.36 of the "Swimming Pools"
- Ordinance No. 20-2016, Chapter 16.38 of the "Green Building Code"
- Ordinance No. 21-2016, Chapter 16.40 of the "Moving Buildings"

Result of Recommended Action: The recommended actions will result in the City's building codes being updated to current industry best practices and to coincide with new codes mandated by the state of California.
Staff Report: Joseph Cuffe, Interim Chief Building Official.
Advances Goals: 2, 3.

13. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

Mayor Sander opened the public hearing. There were no speakers. Mayor Sander closed the public hearing.

ACTION: Item 13.1 was pulled for discussion.

ACTION: Motion to continue to a date uncertain of approximately one month, by Budge second by Terry; carried by a 5:0 roll call vote.

13.1 **Subject:** O'Reilly Tentative Parcel Map; Project No. DD9672 – Located at 2346 Sunrise Boulevard Along Zinfandel Drive.

Recommendation: Adopt Resolution No. 126-2016.

Result of Recommended Action: Adoption of Resolution No. 126-2016 would approve the applicant's request to subdivide an existing 1.78 acre parcel into two (2) separate parcels; Parcel 3A at 1.099 acres and Parcel 3B at 0.681 acres. This is an existing parking lot that will be split to allow for the sale, lease or finance of each property. No physical improvements are proposed with this request.

Staff Report: Nicholas Sosa, Assistant Planner.

Advances Goals: 1, 4, 6.

14. PUBLIC HEARING ITEMS

14.1 **Subject:** Mills Station Self-Storage Conditional Use Permit and Major Design Review Permit; Project No. DD9660 – Located at 9950 Mills Station Road.

Recommendation: Adopt Resolution No. 127-2016.

Result of Recommended Action: Approval of Resolution No. 127-2016 would allow for a self-storage use with outside recreational vehicle parking storage along the sides of the building and renovation of the existing building façade.

Staff Report: June Cowles, Senior Planner.

Advances Goals: 1, 2, 3.

Mayor Sander opened the public hearing. There were no speakers. Mayor Sander closed the public hearing.

ACTION: Motion to continue item 14.1 to a date uncertain, by Budge second by McGarvey; Carried by a 5:0 roll call vote.

15. REGULAR CALENDAR ITEMS

15.1 **Subject:** Update to Council on Community Prosecutor.

Recommendation: Accept update on Community Prosecutor from City Attorney.

Result of Recommended Action: Council will receive update on Community Prosecutor and provide direction, if necessary, to Community Prosecutor on future projects or activities.

Staff Report: Adam Lindgren, City Attorney.

Advances Goals: 1, 2, 6.

ACTION: City Attorney Adam Lindgren requested to move item 15.1 to two Council Meetings out.

15.2 **Subject:** Status Update Regarding the South Sacramento Habitat Conservation Plan (SSHCP), and the Approval of a Joint Exercise of Powers Agreement Which Creates the South Sacramento Conservation Agency (SSCA).

Recommendation: Adopt Resolution No. 125-2016.

Result of Recommended Action: Adoption of Resolution No. 125-2016 would authorize the City Manager to execute a Joint Exercise of Powers Agreement creating the South Sacramento Conservation Agency (SSCA) which is responsible for implementation of the South Sacramento Habitat Conservation Plan (SSHCP).

Staff Report: Aaron Busch, Community Development Director.

Advances Goals: 2, 6.

ACTION: Motion to approve item 15.2, with an amendment to the last paragraph of Resolution No. 125-2016 to include text (subject to modifications as to form and

clarity as approved by the City Manager and reviewed by the City Attorney), by Budge second by Terry; Carried by a 5:0 roll call vote.

16. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Mayor Sander requested that staff look into regulations regarding real estate broker signage in front of buildings that are not vacant.

17. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

18. ADJOURNMENT

Mayor Sander adjourned the meeting at 8:05 PM to closed session in the Community Board Room.

19. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Sander called the closed session to order in the Community Board Room at 8:10 PM.

Council Members Present: McGarvey, Terry, Skoglund, Budge, Sander

Council Members Absent: None

Staff Members Present: Lindgren, Abhar

20. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL— POSSIBLE INITIATION OF LITIGATION
Pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (one potential case).

ACTION: Direction was given to Counsel to initiate litigation. The action, defendants or other particulars shall, once formally commenced, be disclosed to any person upon inquiry.

CONFERENCE WITH LEGAL COUNSEL— ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of Section 54956.9: (one potential case).

ACTION: Received information from Counsel and provided direction.

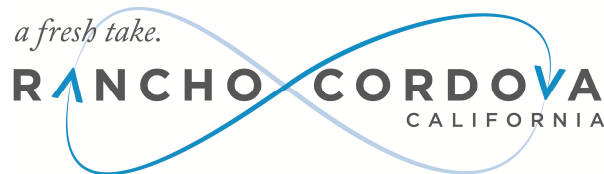
21. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that there were no reportable actions taken in closed session.

22. ADJOURNMENT

Mayor Sander adjourned the meeting at 8:30 PM.

Mindy Cuppy, MMC, City Clerk



**CONCURRENT MEETING
CITY COUNCIL/SUCCESSOR AGENCY COMMUNITY REDEVELOPMENT AGENCY
(CRA)/RANCHO CORDOVA FINANCING CORPORATION (RCFC)**

**City Hall
2729 Prospect Park Drive, Rancho Cordova**

Tuesday, October 25, 2016

**5:30 PM – Special Meeting
Titan Room**

DRAFT MINUTES

1. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Sander called the special meeting to order in the Titan Room at 5:36 PM.

Council Members Present: McGarvey, Sander, Terry, Budge, Skoglund

Council Members Absent: None

Staff Members Present: Abhar, Lindgren

2. PUBLIC COMMENT

Mayor Sander opened the public comment period. There were no speakers. Mayor Sander closed the public comment period.

3. CLOSED SESSION

City Manager Annual Evaluation of Performance (Government Code §54957).

ACTION: See Report from Closed Session.

4. OPEN SESSION - REPORT FROM CLOSED SESSION

The City Council conducted and concluded the City Manager's annual performance evaluation. The Council found that the City Manager produced exceptional results for the City, which go above the expectations of his job obligations, as demonstrated by his accomplishment of specific matters which the Council discussed.

The City Council awarded the City Manager 5% bonus pay for his performance.

5. ADJOURNMENT

Mayor Sander adjourned the meeting at 9:03 PM.

Mindy Cuppy, MMC, City Clerk

MEMORANDUM

DATE: November 7, 2016

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director

SUBJECT: **RESOLUTION AWARDING CONSTRUCTION CONTRACT NO. 163-2016 IN THE AMOUNT OF \$377,812 TO ST. FRANCIS ELECTRIC, LLC. FOR THE JUSTINIAN DRIVE AT SUNRISE BOULEVARD TRAFFIC SIGNAL PROJECT.**



RECOMMENDATION

Adopt Resolution No. 121-2016.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution will award Construction Contract No. 163-2016 with St. Francis Electric, LLC. in the amount of \$377,812 to construct the Justinian Drive at Sunrise Boulevard Traffic Signal Project.

BACKGROUND

The work to be performed under this contract includes the furnishing of all labor, materials, and equipment for construction of a new traffic signal at the intersection of Justinian Drive and Sunrise Boulevard, roadway excavation, minor pavement widening, concrete, and striping work. This contract also includes construction of ADA curb ramps and modified medians for U-turns. This project will facilitate ingress and egress at Justinian Drive.

Bids were solicited on the City's Website, CIPLIST.com and the Sacramento, Placer and El Dorado County Builders Exchanges on September 21, 2016. Bids for the project were publicly opened on Friday, October 7, 2016. A total of three bids were received. The lowest responsible base bid was \$377,812.00.

This project was approved as part of the City's five-year Capital Improvement Program approved in 2015. Environmental review was therefore completed with that approval.

FISCAL IMPACT

Funding for this project will consist of Traffic Mitigation Impact Fees. This project is included in the 2016/2017 budget.

ATTACHMENT

Resolution No. 121-2016, including Exhibit 1: Contract No. 163-2016.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 121-2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 163-2016 IN THE
AMOUNT OF \$377,812 TO ST. FRANCIS ELECTRIC, LLC. FOR THE JUSTINIAN DRIVE AT
SUNRISE BOULEVARD TRAFFIC SIGNAL PROJECT**

WHEREAS, the City solicited bids under the requirements of state law and publicly opened bids on October 7, 2016; and

WHEREAS, the lowest responsible bidder was St. Francis Electric LLC; and

WHEREAS, adoption of this resolution will award construction contract no. 163-2016 with St. Francis Electric, LLC. in the amount of \$377,812.00 for the Justinian Drive at Sunrise Boulevard Traffic Signal Project; and

WHEREAS, this project was reviewed under the requirements of the California Environmental Quality Act as part of the City's Capital Improvement Plan via Council approval of Resolution 100-2015 on August 3, 2015 and is exempt from further review.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute contract no. 163-2016 in the amount of \$377,812.00 with St. Francis Electric, LLC. and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

2724332.1

EXHIBIT 1
CONTRACT NO. 163- 2016

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND ST. FRANCIS ELECTRIC, LLC. FOR THE
JUSTINIAN DRIVE AT SUNRISE BOULEVARD TRAFFIC SIGNAL IMPROVEMENT
PROJECT**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and St. Francis Electric, LLC. ("Contractor") as of November 7, 2016.

W I T N E S S E T H:

WHEREAS, the City Council for the City heretofore caused plans and specifications for the Justinian Drive At Sunrise Boulevard Traffic Signal Improvement Project ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the City Council for the City did cause to be published for the time and in the manner required by law, a notice inviting sealed bids for the performance of said work; and

WHEREAS, the notice was published on September 21, 2016 on the CIPList.com and the City of Rancho Cordova website ("Notice"); and

WHEREAS, the Contractor, in response to such Notice, submitted to the City Council for the City within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the Project specified in said plans and specifications, which said bid and proposal, and other bids and proposals submitted in response to said Notice, the City Council opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said Project, and said City Council for the City as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said Project and award to a contract therefore.

NOW THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

Section 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated January 2008; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

Section 2. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 163-2016, as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of

1898853.2

Construction Services Agreement between
City of Rancho Cordova and St. Francis Electric, LLC.

November 7, 2016
Page 1 of 4

EXHIBIT 1
CONTRACT NO. 163- 2016

Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and Specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

Section 3. COMPLETION. Said work shall be completed and ready for acceptance.

Section 4. PAYMENT. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: three hundred seventy-seven thousand eight hundred twelve dollars (\$377,812). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Section 5. PREVAILING WAGES. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Project contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said Project by Contractor, or by any subcontractor doing or contracting to do any part of said Project. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

Section 6. INSURANCE. The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the specifications.

Section 7. WORKERS' COMPENSATION CERTIFICATION. By execution of this Agreement, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Section 8. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement

EXHIBIT 1
CONTRACT NO. 163- 2016

and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq., and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION.

- 9.1 Contractor's Performance.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its governing Board, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and all costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of, pertaining to, or resulting from the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law, regardless of whether caused in part by a party indemnified hereunder.
- 9.2 No Limitation of Liability for Indemnification.** The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1** This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.
- 10.2 Contract Administration.** This Agreement shall be administered by Ben Chan ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.3 Notices.** Any written notice to Consultant shall be sent to:

Andrew Amador
St. Francis Electric, LLC
975 Carden St
San Leandro, CA 94577

Any written notice to City shall be sent to:

Ben Chan
City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive

EXHIBIT 1
CONTRACT NO. 163- 2016

Rancho Cordova, CA 95670

- 10.4 IRS Form W-9.** Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

IN WITNESS WHEREOF, the City Council and Contractor have caused this Agreement to be executed as of the day and year first above written.

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Cyrus Abhar, City Manager

Andrew Amador, Vice President

Date

Date

Attest:

Mindy Cuppy, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

MEMORANDUM

DATE: November 7, 2016
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director



SUBJECT: RESOLUTION AWARDING CONSTRUCTION CONTRACT NO. 164-2016 IN THE AMOUNT OF \$1,527,570 TO SIERRA NATIONAL CONSTRUCTION, INC. FOR THE RANCHO CORDOVA ELEMENTARY SCHOOL BICYCLE AND PEDESTRIAN PROJECT

RECOMMENDATION

Adopt Resolution No. 122-2016.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will award construction contract no. 164-2016 with Sierra National Construction, Inc. in the amount of \$1,527,570.00 to construct the Rancho Cordova Elementary School Bicycle and Pedestrian Project.

BACKGROUND

City staff worked closely with stakeholders including residents, Cordova Recreation and Park District, and elementary school representatives, to design a project that makes the neighborhood more pedestrian friendly. Over 1-1/2 miles of new sidewalks will be installed with the project to improve access for students walking to school and residents walking in the neighborhood. The construction contract will be funded with a \$1,227,541 Federal CMAQ Grant, \$144,000 in Community Enhancement Funds and \$156,029 from the Capital Infrastructure Fund.

The work to be performed under this contract consists of furnishing of all labor, materials, and equipment for construction of new sidewalk and sidewalk ramps, removal and replacement of curb, gutter and sidewalk, drainage improvements and thermoplastic striping and markings along designated areas of Chassella Way, Pedro Way, Furmint Way, Sarda Way and Malvasia Way.

Bids were solicited on the City's Website, CIPLIST.com and the Sacramento, Placer and El Dorado County Builders Exchanges on September 23, 2016. Bids for the project were publicly opened on Friday, October 14, 2016. A total of four bids were received and staff examined all four bids and determined that Sierra National Construction, Inc. to be the lowest responsible bidder. The bid summary sheet is provided as **Attachment 2**.

The lowest responsive base bid was \$1,288,960. Staff is recommending acceptance of bid alternate 1 for \$115,480 and bid alternate 2 for \$123,130. The total contract amount to be awarded is \$1,527,570.

FISCAL IMPACT

The construction contract will be funded with a \$1,227,541 Federal Congestion Mitigation Air Quality (CMAQ) Grant, \$144,000 in Community Enhancement Funds and \$156,029 from the Capital Infrastructure Fund.

This project is included in the 2016/2017 budget.

ATTACHMENTS

1. Resolution No. 122-2016 including Exhibit 1: Contract No. 164-2016.
2. Bid Summary.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 131-2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 162-2016 WITH TIM
PAXTIN'S PACIFIC EXCAVATION, INC. IN THE AMOUNT OF \$3,345,174 TO INSTALL
TRAFFIC INTERCONNECT FOR THE INTELLIGENT TRANSPORTATION SYSTEMS
INFRASTRUCTURE IMPROVEMENTS PROJECT**

WHEREAS, the City solicited bids under the requirements of state law and publicly opened bids on October 14, 2016; and

WHEREAS, the lowest responsible bidder was Tim Paxin's Pacific Excavation, Inc.; and

WHEREAS, adoption of this resolution will award construction contract no. 162-2016 with Tim Paxtin Pacific Excavation, Inc. in the amount of \$3,345,174.00 for the Traffic Interconnect for the Intelligent Transportation Systems Infrastructure Improvements Project; and

WHEREAS, Tim Paxtin's Pacific Excavation, Inc. will install fiber optic communication lines and cameras on Sunrise Blvd, Folsom Blvd, Zinfandel Drive, International Drive, White Rock Road, Mather Field Road, and Rockingham Drive, upgrade existing traffic signal cabinets where needed and associated improvements; and

WHEREAS, the new system will allow the City to remotely monitor and manage the City's transportation system to improve signal coordination, reduce congestion, and improve safety; and

WHEREAS, the new system will be integrated into the existing City and County systems and can be jointly monitored by the City and the County; and

WHEREAS, Caltrans is the lead environmental permitting agency and CEQA and NEPA were fully complied with.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 162-2016 with Tim Paxtin's Pacific Excavation, Inc. in the amount of \$3,345,174, in substantially similar form to the agreement attached hereto as **Exhibit 1**, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David M. Sander, Mayor

Mindy Cuppy, MMC, City Clerk

EXHIBIT 1
CONTRACT NO. 164- 2016

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND SIERRA NATIONAL CONSTRUCTION, INC. FOR
THE RANCHO CORDOVA ELEMENTARY SCHOOL BICYCLE AND PEDESTRIAN
PROJECT**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Sierra National Construction, Inc. ("Contractor") as of November 7, 2016.

W I T N E S S E T H:

WHEREAS, the City Council for the City heretofore caused plans and specifications for the Rancho Cordova Elementary School Bicycle and Pedestrian Project ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the City Council for the City did cause to be published for the time and in the manner required by law, a notice inviting sealed bids for the performance of said work; and

WHEREAS, the notice was published on September 23, 2016 on the CIPList.com and the City of Rancho Cordova website ("Notice"); and

WHEREAS, the Contractor, in response to such Notice, submitted to the City Council for the City within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the Project specified in said plans and specifications, which said bid and proposal, and other bids and proposals submitted in response to said Notice, the City Council opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said Project, and said City Council for the City as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said Project and award to a contract therefore.

NOW THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

Section 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated January 2008; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

Section 2. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 164-2016, as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished

1898853.2

Construction Services Agreement between
City of Rancho Cordova and Sierra National Construction, Inc.

November 7, 2016
Page 1 of 4

EXHIBIT 1
CONTRACT NO. 164- 2016

by the Contractor which do not comply with the Plans and Specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

Section 3. COMPLETION. Said work shall be completed and ready for acceptance.

Section 4. PAYMENT. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: one million five hundred twenty-seven thousand five hundred seventy dollars (\$1,527,570). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Section 5. PREVAILING WAGES. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Project contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said Project by Contractor, or by any subcontractor doing or contracting to do any part of said Project. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

Section 6. INSURANCE. The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the specifications.

Section 7. WORKERS' COMPENSATION CERTIFICATION. By execution of this Agreement, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Section 8. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the

1898853.2

EXHIBIT 1
CONTRACT NO. 164- 2016

payment bond required by California Civil Code Section 3247 et seq., and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION.

- 9.1 Contractor's Performance.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its governing Board, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and all costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of, pertaining to, or resulting from the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law, regardless of whether caused in part by a party indemnified hereunder.
- 9.2 No Limitation of Liability for Indemnification.** The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1** This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.
- 10.2 Contract Administration.** This Agreement shall be administered by Ben Chan ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.3 Notices.** Any written notice to Consultant shall be sent to:
- Kip Skidmore
Sierra National Construction, Inc.
5433 El Camino Avenue, Suite 4
Carmichael, CA 95608

Any written notice to City shall be sent to:

Ben Chan
City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670

1898853.2

Construction Services Agreement between
City of Rancho Cordova and Sierra National Construction, Inc

November 7, 2016
Page 3 of 4

AGENDA ITEM 12.3

EXHIBIT 1
CONTRACT NO. 164- 2016

10.4 IRS Form W-9. Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

IN WITNESS WHEREOF, the City Council and Contractor have caused this Agreement to be executed as of the day and year first above written.

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Cyrus Abhar, City Manager

Kip Skidmore, President

Date

Date

Attest:

Mindy Cuppy, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date



Rancho Cordova Elementary School Bicycle and Pedestrian Improvement Project, CP14-2138, CMAQ - 5482 (030)
Rancho Cordova City Hall
2729 Prospect Park Drive, Rancho Cordova, CA 95670
October 14, 2016 at 2:00 PM

	Contractor	Base Bid Total	Alternative 1 Total	Alternative 2 Total	Grand Total	Proposal Signed	Contractors License	DIR Registration	Equal Employment	Public Contract Code	Experience / Qualifications Statement	Bidder's Bond	Non- Collusion	Debarment & Suspension	Non-Lobbying Certification	Disclosure of Lobbying	Federal Minimum Wage Rates	Exhibit 15-G	Exhibit 15-H	Exhibit 12-B	Addendum 1	Subcontractor List
A	Sierra National Construction, Inc.	\$ 1,288,960.00	\$ 115,480.00	\$123,130.00	\$1,527,570.00	x	x	x	x	x	x	x	x	x	x	x	x				x	x
B	Granite Constuction Company	\$ 1,346,984.50	\$ 124,224.00	\$145,800.00	\$1,617,008.50	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x
C	B&M Builders	\$ 1,435,641.70	\$ 150,400.00	\$125,725.00	\$1,711,766.70	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
D	Pacific Infrastructure Construction, LLC.	\$ 1,710,026.00	\$ 74,373.00	\$71,735.00	\$1,856,134.00	x			x	x	x	x		x		x	x				x	x
E																						
F																						
G																						
H																						
I																						
J																						
K																						
L																						

Attendees:
Heather Peek, Deputy City Clerk
Ben Chan, Public Works



Heather Peek, Deputy City Clerk

10/21/2016

MEMORANDUM

DATE: November 7, 2016

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Chris Boyer, Associate Engineer

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 162-2016 WITH TIM PAXTIN'S PACIFIC EXCAVATION, INC. IN THE AMOUNT OF \$3,345,174 TO INSTALL TRAFFIC INTERCONNECT FOR THE INTELLIGENT TRANSPORTATION SYSTEMS INFRASTRUCTURE IMPROVEMENTS PROJECT.**



RECOMMENDATION

Approve Resolution No. 131-2016.

RESULT OF RECOMMENDED ACTION

Approval of Resolution No. 131-2016 will authorize the City Manager to execute contract no. 162-2016 to install Traffic Interconnect on Sunrise Blvd, Folsom Blvd, Zinfandel Drive, International Drive, White Rock Road, Mather Field Road, and Rockingham Drive. The new interconnect will allow the City to remotely monitor and manage the City's transportation system to improve signal coordination, reduce congestion, and improve emergency response and system safety.

BACKGROUND

Prior to the City's incorporation in 2003, the area was a part of unincorporated Sacramento County. The County of Sacramento's Department of Transportation operated and maintained the City's traffic control devices (signals, signs and marking). Post-incorporation, the City contracted with the County's operation and maintenance services on corridors within the City and along City boundaries.

While the existing City-County operational model is sufficient in the near term, the City has identified a long term goal in its 2010 Intelligent Transportation System (ITS) Master Plan to develop resources to operate and manage its ITS infrastructure. ITS makes use of advanced communication and smarter computer technology to reduce congestion and make travel safer.

The project vision is to connect major corridors in the City to a centralized system that allows staff to remotely manage the transportation network. The system will be able to stream video from existing cameras at several key intersections, adjust and synchronize signal timing on the major corridors to improve traffic flow, and provide traffic or incident information to the public using Changeable Message Signs in real time. The new system will have the ability to be operated remotely and will also connect with the County's existing central system. The system will also make a much needed fiber optic connection from City Hall to Neighborhood

Services/Police Department. This will be accomplished through two separate contracts summarized below.

On July 5, 2016, Council approved a contract with Aegis ITS, Inc. to install a new central system software and associated equipment capable of operating existing and future City signals, cameras, and changeable message signs. The system will be integrated into the existing City and County systems.

The second contract, that is the subject of this staff report and resolution, will upgrade existing traffic signal cabinets where needed and install improvements in the field including fiber optic communication lines and cameras.

FISCAL IMPACT

This project is funded with two Federal grants totaling \$2,716,621, Citywide Traffic Mitigation Impact Fees totaling \$526,553 and General Funds totaling \$102,000. The grants are from SACOG's Regional/Local funding Program (Congestion Mitigation and Air Quality Improvement (CMAQ) Program) and Federal Highway Administration Highway Safety Improvements Program (HSIP) (administered by California Department of Transportation) to fund the project scoping, design and construction of the project. The use of the General Fund is specifically to install fiber optic communication to the Neighborhood Services/Police Department for the IT Department.

ATTACHMENT

Resolution No. 131-2016, including Exhibit 1: Contract No. 162-2016.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 131-2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 162-2016 WITH TIM
PAXTIN'S PACIFIC EXCAVATION, INC. IN THE AMOUNT OF \$3,345,174 TO INSTALL
TRAFFIC INTERCONNECT FOR THE INTELLIGENT TRANSPORTATION SYSTEMS
INFRASTRUCTURE IMPROVEMENTS PROJECT**

WHEREAS, the City solicited bids under the requirements of state law and publicly opened bids on October 14, 2016; and

WHEREAS, the lowest responsible bidder was Tim Paxtin's Pacific Excavation, Inc.; and

WHEREAS, adoption of this resolution will award construction contract no. 162-2016 with Tim Paxtin Pacific Excavation, Inc. in the amount of \$3,345,174.00 for the Traffic Interconnect for the Intelligent Transportation Systems Infrastructure Improvements Project; and

WHEREAS, Tim Paxtin's Pacific Excavation, Inc. will install fiber optic communication lines and cameras on Sunrise Blvd, Folsom Blvd, Zinfandel Drive, International Drive, White Rock Road, Mather Field Road, and Rockingham Drive, upgrade existing traffic signal cabinets where needed and associated improvements; and

WHEREAS, the new system will allow the City to remotely monitor and manage the City's transportation system to improve signal coordination, reduce congestion, and improve safety; and

WHEREAS, the new system will be integrated into the existing City and County systems and can be jointly monitored by the City and the County; and

WHEREAS, Caltrans is the lead environmental permitting agency and CEQA and NEPA were fully complied with.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 162-2016 with Tim Paxtin's Pacific Excavation, Inc. in the amount of \$3,345,174, in substantially similar form to the agreement attached hereto as **Exhibit 1**, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

EXHIBIT 1
CONTRACT NO. 162-2016

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND TIM PAXTIN'S PACIFIC EXCAVATION, INC.
FOR THE INTELLIGENT TRANSPORTATION SYSTEM INFRASTRUCTURE
IMPROVEMENTS PROJECT**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Tim Paxtin's Pacific Excavation, Inc. ("Contractor") as of November 7, 2016.

W I T N E S S E T H:

WHEREAS, the City Council for the City heretofore caused plans and specifications for Intelligent Transportation System Infrastructure Improvements Project ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the City Council for the City did cause to be published for the time and in the manner required by law, a notice inviting sealed bids for the performance of said work; and

WHEREAS, the notice was published on September 8, 2016 in the CIPList.com website and the Grapevine Newspaper ("Notice"); and

WHEREAS, the Contractor, in response to such Notice, submitted to the City Council for the City within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the Project specified in said plans and specifications, which said bid and proposal, and other bids and proposals submitted in response to said Notice, the City Council opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said Project, and said City Council for the City as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said Project and award to a contract therefore.

NOW THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

Section 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated January 2008; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

Section 2. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 162-2016, as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and Specifications, together with the right

1898853.2

Construction Services Agreement between
City of Rancho Cordova and Tim Paxtin's Pacific Excavation, Inc.

November 7, 2016
Page 1 of 4

AGENDA ITEM 12.4

EXHIBIT 1
CONTRACT NO. 162-2016

to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

Section 3. COMPLETION. Said work shall be completed and ready for acceptance.

Section 4. PAYMENT. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: Three Million, Three Hundred Forty Five Thousand One Hundred Seventy Four Dollars (\$3,345,174). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Section 5. PREVAILING WAGES. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Project contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said Project by Contractor, or by any subcontractor doing or contracting to do any part of said Project. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

Section 6. INSURANCE. The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the specifications.

Section 7. WORKERS' COMPENSATION CERTIFICATION. By execution of this Agreement, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Section 8. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq., and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the

1898853.2

EXHIBIT 1
CONTRACT NO. 162-2016

specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION.

- 9.1 Contractor's Performance.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its governing Board, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and all costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of, pertaining to, or resulting from the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law, regardless of whether caused in part by a party indemnified hereunder.
- 9.2 No Limitation of Liability for Indemnification.** The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1** This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.
- 10.2 Contract Administration.** This Agreement shall be administered by Chris Boyer, Associate Engineer ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.3 Notices.** Any written notice to Consultant shall be sent to:

Prescilla Gasteium
Tim Paxtin's Pacific Excavation, Inc.
9796 Kent Street
Elk Grove, CA 95670

Any written notice to City shall be sent to:

Chris Boyer
City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670

EXHIBIT 1
CONTRACT NO. 162-2016

10.4 IRS Form W-9. Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

IN WITNESS WHEREOF, the City Council and Contractor have caused this Agreement to be executed as of the day and year first above written.

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Cyrus Abhar, City Manager

Tim Paxtin, President

Date

Date

Attest:

Mindy Cuppy, MMC, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

MEMORANDUM

DATE: November 7, 2016

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, City Manager



SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH JOSEPH BRANN & ASSOCIATES FOR POLICE CONSULTING SERVICES.

RECOMMENDATION

Adopt Resolution No. 124-2016.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the City Manager to enter into a contract with Joseph Brann & Associates for Police Consulting Services.

BACKGROUND

On April 4, 2016, the City Council approved the Sacramento County Sheriff's Department (SSD) to continue operating as the Rancho Cordova Police Department (RCPD) through June 30, 2021. Since that time, the City of Rancho Cordova has retained Joseph Brann & Associates (Consultant) to explore and evaluate potential options for the provision of law enforcement services in the City of Rancho Cordova. The goal is to conduct a comprehensive evaluation and analysis of the optimal method of providing police services in the City and allow adequate time for a transition in service providers if needed.

Consultant will assess whether the City Council's previously identified goals and expectations relating to police services are being met in a manner that is consistent with their expectations and the community's needs. As part of this process, the Consultant team will interview City Council members, staff and Rancho Cordova Police Department leadership to determine whether consistency exists surrounding a mutual understanding of the Council's goals and performance expectations.

Consultant will conduct an assessment of the prevalent policing philosophy and culture, possible resource allocation/adjustments, and management and organization systems in place, as well as the exploration and development of recommendations concerning any refinements needed in these areas to support achieving the City's goals. Consultant's work will focus on the extent to which there is alignment between the desired outcomes established by the City and those policing strategies employed by RCPD, as well as how resource allocation, Sacramento County Sheriff's Department support services and overall cost considerations affect the ability of RCPD to achieve their mission. Attention will also be devoted to examining the extent and manner in which other City resources might be more directly engaged in supporting the police

services model the City desires. Contemporary and suitable best practices in the field of policing will be addressed and Consultant will provide RCPD with technical assistance and coaching as needed during this phase.

Based on the results of the previous work, Consultant will develop and present findings and recommendations, in concert with City staff, RCPD and SSD, to the City Council. This stage of the project will focus on developing specific mechanisms and processes to ensure ongoing accountability for results is established and RCPD is routinely providing the City Council and City Manager meaningful information/reports to effectively evaluate the performance of RCPD and progress relative to the goals established by the Council.

FISCAL IMPACT

Budget for the Consultant contract is established at “not to exceed” \$150,000 and funding will come from the City’s General Fund.

ATTACHMENT

Resolution No. 124-2016, including Exhibit 1: Contract No. 149-2016.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 124-2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH JOSEPH BRANN &
ASSOCIATES FOR POLICE CONSULTING SERVICES FOR FISCAL 2016/2017 AND
2017/2018**

WHEREAS, the City of Rancho Cordova wishes to contract with Joseph Brann & Associates for consulting services for fiscal year 2016/2017 and 2017/2018;

WHEREAS, those services will exceed the maximum amount the City Manager has authorization to approve; and

WHEREAS, Consultant will assess whether the City Council's previously identified goals and expectations relating to police services are being met in a manner that is consistent with their expectations and the community's needs.

WHEREAS, there are sufficient funds budgeted to cover the costs of the contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute a contract with Joseph Brann & Associates, Consultant, in a form approved by the City Attorney, attached as **Exhibit 1**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

EXHIBIT 1
CONTRACT NO.: 149-2016

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND JOSEPH BRANN & ASSOCIATES**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Joseph Brann & Associates ("Professional") as of October 17, 2016.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on November 1, 2017, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed \$150,000.00, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all

Last Revised July 31, 2012

EXHIBIT 1
CONTRACT NO.: 149-2016

invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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

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

- § Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- § The beginning and ending dates of the billing period;
- § A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- § At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- § The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- § The Professional's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Professional in rendering services

Last Revised July 31, 2012

EXHIBIT 1
CONTRACT NO.: 149-2016

pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

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

- 2.5 Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed zero dollars (\$00.00). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage"

Last Revised July 31, 2012

EXHIBIT 1
CONTRACT NO.: 149-2016

insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance insurance may be waived by the City upon written verification that Professional does not have any employees.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a

Last Revised July 31, 2012

EXHIBIT 1
CONTRACT NO.: 149-2016

commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional

Last Revised July 31, 2012

EXHIBIT 1
CONTRACT NO.: 149-2016

shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

Last Revised July 31, 2012

EXHIBIT 1
CONTRACT NO.: 149-2016

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 Subcontractors. Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 Deductibles and Self-Insured Retentions. Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.5 Waiver of Subrogation. Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

4.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

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

Last Revised July 31, 2012

EXHIBIT 1
CONTRACT NO.: 149-2016

- § Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- § Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- § Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

5.1 General Requirement. Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.2 PERS Indemnification. In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

5.3 Design Professionals. Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional

Last Revised July 31, 2012

EXHIBIT 1
CONTRACT NO.: 149-2016

services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

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

Section 7. LEGAL REQUIREMENTS.

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

- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any

Last Revised July 31, 2012

EXHIBIT 1
CONTRACT NO.: 149-2016

law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

Professional may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

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

Last Revised July 31, 2012

EXHIBIT 1
CONTRACT NO.: 149-2016

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Last Revised July 31, 2012

EXHIBIT 1
CONTRACT NO.: 149-2016

Last Revised July 31, 2012

Professional Services Agreement between
City of Rancho Cordova and Joseph Brann & Associates

October 17, 2016
Page 12 of 17

AGENDA ITEM 12.5

EXHIBIT 1
CONTRACT NO.: 149-2016

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this

Last Revised July 31, 2012

EXHIBIT 1
CONTRACT NO.: 149-2016

Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Cyrus Abhar, City Manager, ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

Last Revised July 31, 2012

EXHIBIT 1
CONTRACT NO.: 149-2016

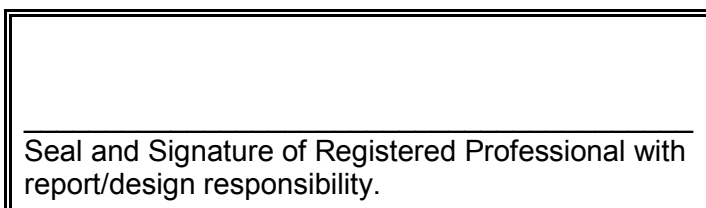
10.10 Notices. Any written notice to Professional shall be sent to:

Joseph Brann
Joseph Brann & Associates
4232 Pascal Place
Palos Verdes Peninsula, CA 90274-3944
jbrann@jballc.com

Any written notice to City shall be sent to:

Cyrus Abhar, City Manager
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
cabhar@cityofranhocordova.org

10.11 Professional Seal. Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.13 IRS Form W-9. Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

EXHIBIT 1
CONTRACT NO.: 149-2016

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Joseph Brann

Date: _____

Date: _____

Attest:

Mindy Cuppy, MMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

Last Revised July 31, 2012

Professional Services Agreement between
City of Rancho Cordova and Joseph Brann & Associates

October 17, 2016
Page 16 of 17

AGENDA ITEM 12.5

EXHIBIT 1
CONTRACT NO.: 149-2016

Last Revised July 31, 2012

Professional Services Agreement between
City of Rancho Cordova and Joseph Brann & Associates

October 17, 2016
Page 17 of 17

AGENDA ITEM 12.5

EXHIBIT A**SCOPE OF SERVICES****Objectives & Tasks**Phase I:

Consultant will assess whether the City Council's previously identified goals and expectations relating to police services are being met in a manner that is consistent with their expectations and the community's needs. This process will involve the following: a review of the current & prior contracts between the City of Rancho Cordova (City) and the Sacramento County Sheriff's Department (SSD) to provide police services, an examination of any related prior studies and reports submitted, and consideration of any performance reviews that have been conducted related to this arrangement. City Council members, staff and Rancho Cordova Police Department (RCPD) leadership will be interviewed to determine whether consistency exists surrounding a mutual understanding of the Council's goals and performance expectations. Timeline: 3 months

Phase II:

Consultant will conduct an assessment of the willingness, ability & capacity of the RCPD and SSD to meet the City's expectations related to their policing priorities and goals. This will include studying the prevalent policing philosophy and culture, possible resource allocation/adjustments, and management and organization systems in place, as well as the exploration and development of recommendations concerning any refinements needed in these areas to support achieving the City's goals. This phase will focus on the extent to which there is alignment between the desired outcomes established by the City and those policing strategies employed by RCPD, as well as how resource allocation, SSD support services and overall cost considerations affect the ability of RCPD to achieve their mission. Attention will also be devoted to examining the extent and manner in which other City resources might be more directly engaged and collaborate in supporting the police services model the City desires. Consultant will provide RCPD with technical assistance and coaching as needed during this phase. Contemporary and suitable best practices in the field of policing will be addressed. Timeline: 3-5 months

Phase III:

Based on the results of Phase II work, consultant will develop and present findings and recommendations, in concert with City staff, RCPD and SSD, to the City Council. This stage of the project will focus on developing specific mechanisms and processes to ensure ongoing accountability for results is established and RCPD is routinely providing the City Council and City Manager meaningful information/reports to effectively evaluate the performance of RCPD and progress relative to the goals established by the Council. Timeline: 30-60 days

EXHIBIT 1
CONTRACT NO.: 149-2016

EXHIBIT B

COMPENSATION SCHEDULE

City hereby agrees to pay Professional a sum not to exceed \$150,000.00, billed at an hourly rate, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement.

Consultant's hourly bill rate will not exceed \$350.00 per hour.

Form W-9 (Rev. September 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

YEAR

Withholding Exemption Certificate

CALIFORNIA FORM

2010

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. Do not use this form for exemption from wage withholding.)

590

File this form with your withholding agent. (Please type or print)

Withholding agent's name _____

Vendor/Payee's name _____

Vendor/Payee's ☐ SSN or ITIN
☐ SOS file no. ☐ CA corp. no. ☐ FEIN

Address (number and street, PO Box, or PMB no.) _____

Apt. no./ Ste. no. _____

City _____

State _____

ZIP Code _____

Read the following carefully and check the box that applies to the vendor/payee.

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

☐ **Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

☐ **Partnerships or Limited Liability Companies (LLC):**

The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a Limited Liability Partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The above-named entity is exempt from tax under California R&TC Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Vendor/Payee's name and title (type or print) _____ Daytime telephone no. _____

Vendor/Payee's signature ► _____ Date _____

For Privacy Notice, get form FTB 1131.

7061103

Form 590 c2 2009 (REV 03-10)

- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders

Domicile is defined as the one place:

- Where you maintain a true, fixed and permanent home
- To which you intend to return whenever you are absent

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders (Note: California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRRA).

For assistance in determining whether the applicant meets the MSRRRA requirements, get FTB Pub. 1032, Tax Information for Military Personnel.

F What Is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

G Withholding Agent

Keep Form 590 for your records. Do not send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see General Information H.

The vendor/payee must notify the withholding agent if any of the following situations occur:

- The individual vendor/payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold and report the withholding using Form 592, Resident and Nonresident Withholding Statement, and remit the withholding using Form 592-A, Payment Voucher for Foreign Partner or Member Withholding. Form 592-B, Resident and Nonresident Withholding Tax Statement, is retained by the withholding agent and a copy is given to the payee.

H Publications, Forms, and Additional Information

You can download, view, and print California tax forms and publications at ftb.ca.gov.

To have publications or forms mailed to you or to get additional nonresident withholding information, contact the Withholding Services and Compliance.

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

Telephone: 888.792.4900
916.845.4900

Fax: 916.845.9512

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov

Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov

Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos

TTY/TDD: 800.822.6268 personas con discapacidades auditivas y del habla

841.1001 1751412.3

MEMORANDUM

DATE: November 7, 2016

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Engineering Manager

SUBJECT: **RESOLUTION DECLARING THE RESULTS OF MAIL BALLOT ELECTION FOR RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 18 - APG WAREHOUSE PROJECT.**



RECOMMENDATION

Adopt Resolution No. 117-2016.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will declare the result of the mail ballot election concerning Transit-Related Services Special Tax Area Zone 18, establishing a special tax for transit services for the APG Warehouse Project.

BACKGROUND

On September 6, 2016, the City Council approved Resolution No. 105-2016, which created the Rancho Cordova Transit-Related Services Special Tax Area Zone 18 and announced the City's intention to impose a transit-related services tax on the APG Warehouse Project.

In order for the transit-related services special tax to go into effect, the ordinance must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. If the tax in Zone 18 is approved by at least two-thirds of the property owners voting, the tax will first be collected hereunder for the tax year beginning July 1, 2017.

Pending Elections

In accordance with this above-described process, the City recently adopted Resolution No. 105-2016 creating Special Tax Area Zone 18 and Ordinance No. 8-2016 that established the special tax for transit-related services subject to landowner-voter confirmation. A ballot was mailed out to the property owner of APG Warehouse Project following approval of the Ordinance.

The ballot has been tabulated by the City Clerk and the Council should now announce the result of the elections:

“Special Tax Area Zone 18: 1 “yes” vote; 0 “no” vote

ATTACHMENT

Resolution No. 117-2016, including **Exhibit A:** Ballot Transmittal Letter, and **Exhibit B:** Transit - Tax Ballot.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 117-2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
DECLARING THE RESULTS OF THE ELECTION FOR RANCHO CORDOVA
TRANSIT- RELATED SERVICES SPECIAL TAX AREA ZONE 18**

WHEREAS, September 6, 2016, the City adopted Resolution No. 105-2016, creating Special Tax Area Zone 18 within the Transit-Related Services Special Tax Area. Pursuant to Resolution No. 105-2016, the City Council directed the City Clerk to conduct a transit-related services tax election, to be conducted by mail ballot, pursuant to Elections Code section 4000; and

WHEREAS, the property owner within Zone 18 waived the timing requirements of Elections Code section 4000 in order to conduct the election on a date earlier provided under the Elections Code; and

WHEREAS, on September 19, 2016 the City adopted Ordinance No. 8-2016, which established a special tax for transit-related services in Zone 18, subject to landowner-voter confirmation; and

WHEREAS, Ordinance No. 8-2016 takes effect immediately upon confirmation by two-thirds of the voters voting within the relevant zone, so that taxes will be first collected for the tax year beginning July 1, 2017; and

WHEREAS, a ballot was sent to the landowner of Zone 18 (APG Warehouse Project), which asked them a single question in the form of: "Shall Ordinance No. 8-2016 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 18 of the Rancho Cordova Transit-Related Services Special Tax Area to maintain the present level of transit-related services and provide additional funding for increased transit-related services?"; and

WHEREAS, the owners of the real property subject to the Transit-Related Services Special Tax Area Zone 18 have voted on the issue of whether to approve Ordinance No. 8-2016 and the City now wish to declare the results of this transit-related services tax election for Zone 18.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA:

1. The foregoing recitals are all true and correct.

2. The City Clerk has tabulated the transit-related services special tax ballots and the following are the responses to the question on the ballot asking whether the landowner approves of Ordinance No. 8-2016 authorizing a special tax in the portion of Transit-Related Services Special Tax Zone 18 that encompasses the landowner's property, in order to maintain the present level of transit-related services and provide additional funding for increased transit-related services:

Special Tax Area Zone 18: 1 "yes"; 0 "no".

3. In accordance with Ordinance No. 8-2016, the transit-related services special tax for Zone 18 shall take effect immediately, so that taxes will first be collected hereunder for the tax year beginning July 1, 2017.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

EXHIBIT A

September 22, 2016

Mr. Ken Philp
APG Properties, LLC
P.O. Box 549
Elk Grove, CA 95759

Dear Mr. Philp,

The project known as APG Warehouse project has a condition of approval requiring the property owner to participate in the provision of funding to provide transit-related services. As you know we have initiated the process to take the necessary steps to satisfy this condition.

On September 6, 2016 the Council adopted Resolution No. 105-2016 creating Special Tax Zone 18 within the Rancho Cordova Transit-Related Services Special Tax Area for the APG Warehouse project. On September 19, 2016, the Council adopted Ordinance No. 8-2016 establishing a special tax for transit-related services subject to land-owner voter confirmation. The landowner must now vote on whether or not to approve the special tax. Enclosed is the ballot which must be filled out and executed by the property owner. You may return the executed ballot to the City Clerk's office per the instructions on the ballot or you may send it directly to my attention. If you have any questions, contact me at 851-8714.

Sincerely,



Elizabeth Sparkman
Senior Engineer

Enclosure (Ballot)

EXHIBIT B

**IMPORTANT OFFICIAL PROPERTY OWNER SPECIAL TAX BALLOT
(Elections Code §4000)**

**RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 18
APG WAREHOUSE PROJECT CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA**

On September 6, 2016, the Council adopted Resolution 105-2016, creating Special Transit-Related Services Tax Zone 18 within the Rancho Cordova Transit-Related Services Special Tax Area, for the APG Warehouse Project. On September 19, 2016 the City Council adopted Ordinance 8-2016, establishing a special tax for transit-related services, subject to landowner-voter confirmation, to be imposed upon new development within the APG Warehouse project site. Pursuant to state law, the affected property owner must now vote on whether or not to approve the special tax.

This special tax ballot is for the use of the property owner of the parcel identified below, which parcel are located within the proposed Rancho Cordova Transit-Related Services Special Tax Area Zone 18, City of Rancho Cordova, County of Sacramento, State of California. Please advise the City Clerk, at (916) 851-8720, if the name set forth below is incorrect or if you are no longer the owner representative of these parcels. This special tax ballot may be used to express either support for, or opposition to, the proposed special tax. In order to be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person, as follows:

Mail Delivery: If by mail, place ballot in the return envelope provided, and mail no later than October 31, 2016, approximately one calendar week prior to the November 7, 2016 date set for the election. Mailing later than this deadline creates the risk that the special tax ballot may not be received in time to be counted.

Personal Delivery: If in person, deliver to the City Clerk prior to 1:00 p.m. on November 4, 2016 at the Clerk's office at 2729 Prospect Park Drive, Rancho Cordova.

However delivered, this ballot must be received by the Clerk before the start of the public meeting at 5:30 p.m., on November 7, 2016.

Very truly yours,



Mindy Cuppy
City Clerk

EXHIBIT B

TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.

OFFICIAL SPECIAL TAX BALLOT (ELECTIONS CODE §4000)

Name & Address
of Property Owner

Assessor's
Parcel Numbers

APG Properties, LLC
P.O. Box 549
Elk Grove, CA 95759

072-0550-023

**RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 18
APG WAREHOUSE PROJECT CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA**

SPECIAL TAX BALLOT MEASURE

Shall Ordinance No. 8-2016 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 18 of the Rancho Cordova Transit-Related Services Special Tax Area to maintain the present level of transit-related services and provide additional funding for increased transit-related services?

YES: 1 NO: 0

Date: October 27th, 2016

APG Properties, LLC
a California limited liability company

By: Ken Philp, Managing Member,
APG Properties, LLC

MEMORANDUM

DATE: November 7, 2016

TO: Honorable Mayor and Council Members

FROM: Michelle Mingay, Senior Finance Analyst



SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE JURISDICTION OF THE CITY OF RANCHO CORDOVA IN CSCDA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE CITY.

RECOMMENDATION

Adopt Resolution No. 132-2016.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the California Statewide Communities Development Authority (CSCDA) to accept Property Assessed Clean Energy (PACE) financing applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the jurisdiction of the City of Rancho Cordova.

BACKGROUND

CSCDA, founded and sponsored by the League of California Cities and CSAC, is implementing Property Assessed Clean Energy (PACE) financing under the provisions of Chapter 29 of Division 7 of the Streets & Highways Code (commonly referred to as "AB 811") on behalf of its member counties and cities. AB811 authorizes a legislative body to designate an area within which authorized public officials (including a joint powers authority like CSCDA) and free and willing property owners may enter into voluntary contractual assessments to finance the installation of renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure, in each case affixed to real property (the "Improvements").

CSCDA's Commissioners pre-qualified and appointed three PACE Administrators to manage the CSCDA Open PACE program in order to offer members turn-key PACE solutions that provide residential and commercial property owners the choice among prequalified PACE financing providers, creating competition on terms, service and interest rates. The prequalified program administrators operating the following programs are AllianceNRG Program™, PACE Funding LLC and Renewable Funding LLC (administering CaliforniaFIRST).

CSCDA's Open PACE program offers turnkey solutions to save California jurisdictions the time and resources of developing standalone PACE programs. Jurisdictions only need to adopt the form of resolution accompanying this staff report related to the CSCDA Open PACE program to begin the process.

CSCDA Open PACE is being offered to allow property owners in participating cities and counties to finance renewable energy, energy water efficiency improvements, seismic improvements and electric vehicle charging infrastructure on their property. Participation in the assessment is 100% voluntary by the property owner. The improvements installed on the owner's property are financed by the issuance of bonds by CSCDA. The bonds are secured by a voluntary contractual assessment levied on the owner's property. Property owners who wish to participate in PACE agree to repay the money through the voluntary contractual assessment collected with property taxes. The voluntary contractual assessments will be levied by CSCDA and collected in annual installments through the applicable county secured property tax bill.

PACE has been a very successful financing tool in California. PACE is operating in over 250 jurisdictions throughout the state, and nearly half a billion dollars in energy efficiency, water efficiency and renewable projects have been funded.

The City of Rancho Cordova has decided to provide an open market structure for PACE program(s) within Rancho Cordova rather than deciding on a single PACE program. The open market allows property owners to research multiple programs to determine which program works best for them based on their individual circumstances. To date, the City of Rancho Cordova has approved four PACE programs; CaliforniaFIRST, California PACE, HERO and Ygrene.

The proposed resolution will add another option for residents by enabling owners of residential and commercial property within the City to apply for CSCDA Open PACE programs. CSCDA, not the city, will be responsible for entering into voluntary contractual assessment agreements with participating property owners, levying the voluntary contractual assessments, issuing bonds to finance the Improvements and taking remedial actions in the event of delinquent assessment payments. The resolution expressly provides that the city will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in assessment payments, or the issuance, sale or administration of any bonds issued in connection with CSCDA Open PACE.

FISCAL IMPACT

There is no fiscal impact to the City by consenting to the inclusion of properties within the City limits in CSCDA Open PACE. All CSCDA Open PACE administrative costs are covered through an initial administrative fee included in the property owner's voluntary contractual assessment and an annual administrative fee, which is also collected on the property owner's tax bill.

ATTACHMENT

Resolution No. 132-2016.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 132-2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE BOUNDARY OF THE
CITY IN CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (CSCDA)
OPEN PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS; AUTHORIZING THE
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT
APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT
PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE CITY AND
AUTHORIZE RELATED ACTIONS**

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Rancho Cordova (the "City"); and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CSCDA Open PACE, consisting of CSCDA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the "Programs"), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are the AllianceNRG Program (presently consisting of Deutsche Bank Securities Inc., CounterPointe Energy Solutions LLC and Leidos Engineering, LLC), PACE Funding LLC, Spruce and Renewable Funding LLC, and the Authority will notify the City in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Property Owners") within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City's official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA as follows:

Section 1. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Programs within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 2. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

Section 3. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City Manager of the City from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: Senior Finance Analyst.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 5. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

MEMORANDUM

DATE: November 7, 2016

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director

SUBJECT: DOUGLAS ROAD PHASE 2 PROJECT – ADOPTION OF MITIGATED NEGATIVE DECLARATION AND PROJECT APPROVAL.



RECOMMENDATION

Adopt Resolution No. 128-2016. Adopting the Douglas Road Phase 2 Project Mitigated Negative Declaration (MND) consisting of:

- Approval Findings that the project will not have a significant effect on the environment, and;
- Adopting the Mitigation Monitoring and Reporting Program (MMRP).

RESULT OF RECOMMENDED ACTION

Adoption of the MND and MMRP would allow the approved Douglas Road Widening Capital Improvement Project to begin construction.

BACKGROUND

The purpose of adoption of the mitigated negative declaration is to allow buildout of Douglas Road to a City standard four-lane arterial roadway. This project was part of the approved 5-year Capital Improvements Plan adopted by Council on August 3, 2015 per Resolution No. 100-2015 (**Attachment 4.**)

The complete project, which is analyzed in the MND, will widen the segment of Douglas Road located between Rancho Cordova Parkway and Americanos Boulevard. The proposed improvements to the first 5,300 feet east of Rancho Cordova Parkway would comprise north lane and north side frontage improvements that will complete the buildout of Douglas Road to a City standard four-lane arterial roadway. The remaining 1,500 feet of the roadway widening east to Americanos Boulevard would include center lane, north lane, and north side frontage improvements. The project would require acquisition of approximately 64 feet of right-of-way for construction of a median, two travel lanes, and a pedestrian/bike path on the north side of the existing Douglas Road alignment. The complete project would include placement of pavement, sidewalk, curb, gutter, median, landscape, irrigation, striping, signage, water, sewer, drainage, fire protection, street lighting, and signal lighting improvements.

The City is also considering an option to install a new driveway connection from Douglas Road to Security Park that would align with Borderlands Drive on the south side of Douglas Road. The existing driveway into Security Park would be removed. The optional driveway would be approximately 350 feet long and would terminate at Tailings Drive. The driveway could include sidewalk, curb, gutter, landscaping, and lighting. Some improvements at the point of connection and along Tailings Drive would be required to conform the new driveway to Tailings Drive. Although the City has not determined whether this improvement should be constructed, the IS/MND provides an evaluation of this option.

The project will be constructed in phases. The next construction phase, scheduled to begin in mid-2017, includes construction of a landscaped median, two westbound lanes, six-foot shoulder on the north, and signals at the intersections with Rancho Cordova Parkway, Timberland Drive, Borderlands Drive, and Americanos Boulevard.

Figure 1: Scope of Work/Project Location



Figure 2

Project Location

ENVIRONMENTAL REVIEW

The project is subject to environmental review under the California Environmental Quality Act (CEQA). The City of Rancho Cordova is the lead agency under the California Environmental Quality Act (CEQA).

The City prepared an Initial Study with a Mitigated Negative Declaration (IS/MND) to evaluate the potential environmental effects associated with project. The draft IS/MND concluded that significant environmental impacts associated with the project would be avoided with the implementation of mitigation measures that will be adopted as part of project approval.

On August 26, 2016, the City submitted a Notice of Intent to Adopt a Mitigated Negative Declaration (MND) to the State Clearinghouse and the Sacramento City Clerk to initiate a 30-day public and agency review period, which ended on September 26, 2016. The City received two comment letters during the review period from the Sacramento Metropolitan Air Quality Management District (SMAQMD) and Central Valley Regional Water Quality Control Board (CVRWQCB).

FISCAL IMPACT

The project is funded through Sunrise/Douglas Transportation Mitigation Impact Fees. This project is included in the 2015/2016 budget.

RECOMMENDED MOTION

Staff recommends the City Council adopt Resolution No. 128-2016 approving the Douglas Road Phase 2 Project Mitigated Negative Declaration and its subsequent Mitigation Monitoring and Reporting Program based on the proposal meeting all of the approval findings.

ATTACHMENTS

1. Resolution No. 128-2016, including the Mitigated Negative Declaration (**Exhibit A**) and the Mitigation Monitoring and Reporting Program (**Exhibit B**).
2. Comments Received.
3. City Staff Response to Comments.
4. Resolution No. 100-2015 the City of Rancho Cordova's 5-Year Capital Improvement Plan.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 128-2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO
CORDOVA ADOPTING THE MITIGATED NEGATIVE DECLARATION AND
ENVIRONMENTAL FINDINGS FOR THE DOUGLAS ROAD PHASE 2 PROJECT**

WHEREAS, the Project consists of widening a segment of Douglas Road located between Rancho Cordova Parkway and Americanos Boulevard. The proposed improvements to the first 5,300 feet east of Rancho Cordova Parkway would comprise north lane and north side frontage improvements that will complete the buildout of Douglas Road to a City standard four-lane arterial roadway. The remaining 1,500 feet of the roadway widening east to Americanos Boulevard would include center lane, north lane, and north side frontage improvements. The project would require acquisition of approximately 64 feet of right-of-way for construction of a median, two travel lanes, and a pedestrian/bike path on the north side of the existing Douglas Road alignment. Project construction would include placement of pavement, sidewalk, curb, gutter, median, landscape, irrigation, striping, signage, water, sewer, drainage, fire protection, street lighting, and signal lighting improvements; and

WHEREAS, the City is also considering an option to install a new driveway connection from Douglas Road to Security Park that would align with Borderlands Drive on the south side of Douglas Road. The driveway would include sidewalk, curb, gutter, landscaping, and lighting. The existing driveway into Security Park would be removed; and

WHEREAS, the Project is subject to City and state environmental review requirements, and an Initial Study with a Mitigated Negative Declaration (IS/MND) was prepared for the Project for purposes of compliance with the California Environmental Quality Act (CEQA).

WHEREAS, on November 7, 2016, the City Council held a public meeting on the Project IS/MND; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does hereby make the following findings:

- A. Finding: The City Council considered the Mitigated Negative Declaration and comments received during the public review process.
- B. Finding: The City Council finds based on the whole of the record before it that there is no substantial evidence that the Project will have a significant effect on the environment and that the Mitigated Negative Declaration reflects the City Council's independent judgment and analysis.

BE IT FURTHER RESOLVED by the City Council of the City of Rancho Cordova that:

1. The City Council adopts the Final Mitigated Negative Declaration, attached hereto as **Exhibit A**.
2. The City Council adopts the Project Mitigation Monitoring and Reporting Program, attached hereto as **Exhibit B**.
3. The City Council approves the Douglas Road Phase 2 Project.

ATTACHMENT 1

4. The location and custodian of the documents that constitute the record of proceedings for the Project is the City of Rancho Cordova, Public Works Department, 2729 Prospect Park Drive, Rancho Cordova, CA 95670.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

DOUGLAS ROAD PHASE 2 PROJECT

Draft Initial Study/Mitigated Negative Declaration



2729 Prospect Park Drive
Rancho Cordova, CA 95670

August 2016

DRAFT INITIAL STUDY/
MITIGATED NEGATIVE DECLARATION
FOR
DOUGLAS ROAD PHASE 2 PROJECT
CITY OF RANCHO CORDOVA, CALIFORNIA

Prepared by:

CITY OF RANCHO CORDOVA
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Phone: (916) 851-8700
Fax: (916) 851-8787

AUGUST 2016

EXHIBIT A TABLE OF CONTENTS

1.0 INTRODUCTION

1.1	Introduction and Regulatory Guidance	1.0-1
1.2	Lead Agency.....	1.0-1
1.3	Purpose and Document Organization	1.0-2

2.0 PROJECT DESCRIPTION

2.1	Project Location	2.0-1
2.2	Project Description	2.0-1
2.3	Project Construction.....	2.0-1
2.4	Required Project Approvals.....	2.0-1
2.5	Other Project Assumptions.....	2.0-2

3.0 INITIAL STUDY CHECKLIST

3.1.	Aesthetics.	3.0-2
3.2.	Agriculture and Forestry Resources.....	3.0-4
3.3.	Air Quality.	3.0-6
3.4.	Biological Resources	3.0-15
3.5.	Cultural Resources	3.0-27
3.6.	Geology and Soils.....	3.0-30
3.7.	Greenhouse Gas Emissions	3.0-34
3.8.	Hazards and Hazardous Materials.....	3.0-37
3.9.	Hydrology and Water Quality	3.0-41
3.10.	Land Use and Planning.....	3.0-46
3.11.	Mineral Resources.....	3.0-48
3.12.	Noise	3.0-49
3.13.	Population and Housing.....	3.0-53
3.14.	Public Services.....	3.0-55
3.15.	Recreation.....	3.0-57
3.16.	Transportation/Traffic	3.0-58
3.17.	Utilities and Service Systems.....	3.0-61
3.18.	Mandatory Findings of Significance	3.0-64

4.0 REFERENCES

APPENDICES

Appendix A – Air Quality Emissions

Appendix B – Greenhouse Gas Emissions

1.0 INTRODUCTION

FIGURES

Figure 1 Regional Vicinity Map..... 2.0-3

Figure 2 Project Location Map 2.0-5

Figure 3 Conceptual Layout 2.0-7

Figure 4 Security Park Driveway Option..... 2.0-9

TABLES

Table 3.3-1 Project Construction Emissions (Maximum) Pounds per Day (Unmitigated) 3.0-10

Table 3.3-2 Mitigated Project Construction Emissions (Maximum) Pounds per Day 3.0-10

Table 3.7-1 Project Construction GHG Emissions – Metric Tons per Year 3.0-35

Table 3.12-1 Construction Equipment Noise Levels 3.0-50

1.0 INTRODUCTION

1.1 INTRODUCTION AND REGULATORY GUIDANCE

This document is an Initial Study (IS) with supporting technical studies, which provides justification for a Mitigated Negative Declaration (MND) pursuant to the California Environmental Quality Act (CEQA) for the Douglas Road Phase 2 Project (proposed project).

The IS/MND is a public document to be used by the City of Rancho Cordova (City), acting as the CEQA lead agency, to determine whether the proposed project could have a significant effect on the environment pursuant to CEQA. If the lead agency finds substantial evidence that any aspect of the proposed project, either individually or cumulatively, may have a significant effect on the environment that cannot be mitigated, regardless of whether the overall effect of the proposed project is adverse or beneficial, the lead agency is required to prepare an environmental impact report (EIR), use a previously prepared EIR and supplement that EIR, or prepare a subsequent EIR to analyze the proposed project (Public Resources Code Sections 21080(d) and 21082.2(d)).

If the lead agency finds no substantial evidence that the proposed project or any of its aspects may cause a significant impact on the environment with implementation of mitigation measures, an MND shall be prepared with a written statement describing the reasons why the proposed project would not have a significant effect on the environment and therefore why it does not require the preparation of an EIR.

According to CEQA Guidelines Section 15070, a negative declaration must be prepared for a project subject to CEQA when either:

- 1) *The initial study shows there is no substantial evidence, in light of the whole record before the agency, that the project may have a significant effect on the environment, or*
- 2) *The initial study identifies potentially significant effects, but:*
 - a) *Revisions in the project plans or proposals made by, or agreed to by the applicant before the proposed MND and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and*
 - b) *There is no substantial evidence, in light of the whole record before the agency, that the proposed project as revised may have a significant effect on the environment.*

This IS/MND has been prepared in accordance with CEQA, Public Resources Code Section 21000 et seq., and the CEQA Guidelines Title 14 California Code of Regulations (CCR) Section 15000 et seq.

1.2 LEAD AGENCY

The lead agency is the public agency with primary responsibility over a proposed project. Where two or more public agencies will be involved with a project, CEQA Guidelines Section 15051 provides criteria for identifying the lead agency. In accordance with CEQA Guidelines Section 15051(b)(1), "the lead agency will normally be the agency with general governmental powers." The City of Rancho Cordova Public Works Department has initiated preliminary design of the

1.0 INTRODUCTION

proposed project and it requires approval from the Rancho Cordova City Council. Therefore, based on the criteria described above, the City is the lead agency for the proposed project.

1.3 PURPOSE AND DOCUMENT ORGANIZATION

The purpose of this IS/MND is to evaluate the potential environmental impacts of the proposed Douglas Road Phase 2 Project. Mitigation measures have also been established that reduce or eliminate any identified significant and/or potentially significant impacts. This document is divided into the following sections:

1.0 INTRODUCTION

This section provides an introduction and describes the purpose and organization of the document.

2.0 PROJECT DESCRIPTION

This section provides a detailed description of the proposed project and the process used for notifying and involving the public during project planning, and describes coordination with relevant agencies and organizations.

3.0 INITIAL STUDY CHECKLIST

This section describes the environmental setting for each of the environmental subject areas, evaluates a range of impacts classified as “no impact,” “less than significant impact,” “less than significant impact with mitigation incorporated,” or “potentially significant impact” in response to the environmental checklist, includes mitigation measures, where appropriate, to mitigate potentially significant impacts to a less than significant level, and provides an environmental determination for the project.

4.0 REFERENCES

This section identifies resources used in the preparation of this document.

2.0 PROJECT DESCRIPTION

2.1 PROJECT LOCATION

The project site is located along an approximately 6,800-foot segment of Douglas Road between Rancho Cordova Parkway and Americanos Boulevard in eastern Rancho Cordova. This segment of Douglas Road is currently two lanes with a center turn lane and bicycle lanes along the majority of the segment. Refer to **Figure 1** and **Figure 2** for the regional vicinity and project location maps.

2.2 PROJECT DESCRIPTION

The City of Rancho Cordova Public Works Department proposes to widen the segment of Douglas Road located between Rancho Cordova Parkway and Americanos Boulevard. The proposed improvements to the first 5,300 feet east of Rancho Cordova Parkway would comprise north lane and north side frontage improvements that will complete the buildout of Douglas Road to a City standard four-lane arterial roadway. The remaining 1,500 feet of the roadway widening east to Americanos Boulevard would include center lane, north lane, and north side frontage improvements. The project would require acquisition of approximately 64 feet of right-of-way for construction of a median, two travel lanes, and a pedestrian/bike path on the south side of the existing Douglas Road alignment. Project construction would include placement of pavement, sidewalk, curb, gutter, median, landscape, irrigation, striping, signage, water, sewer, drainage, fire protection, street lighting, and signal lighting improvements. The conceptual layout of the improvements is shown in **Figure 3**.

The City is also considering an option to install a new driveway connection from Douglas Road to Security Park that would align with Borderlands Drive on the south side of Douglas Road. The existing driveway into Security Park would be removed. The optional driveway would be approximately 350 feet long and would terminate at Tailings Drive, as shown in **Figure 4**. The driveway would include sidewalk, curb, gutter, landscaping, and lighting. Some improvements at the point of connection and along Tailings Drive would be required to conform the new driveway to Tailings Drive. Therefore, this IS/MND also evaluates the potential environmental effects associated with constructing the driveway.

2.3 PROJECT CONSTRUCTION

The analysis contained in this IS/MND has taken into consideration activities within the entire project area, including proposed construction staging areas. All mitigation measures included as part the project would be implemented throughout these areas.

2.4 REQUIRED PROJECT APPROVALS

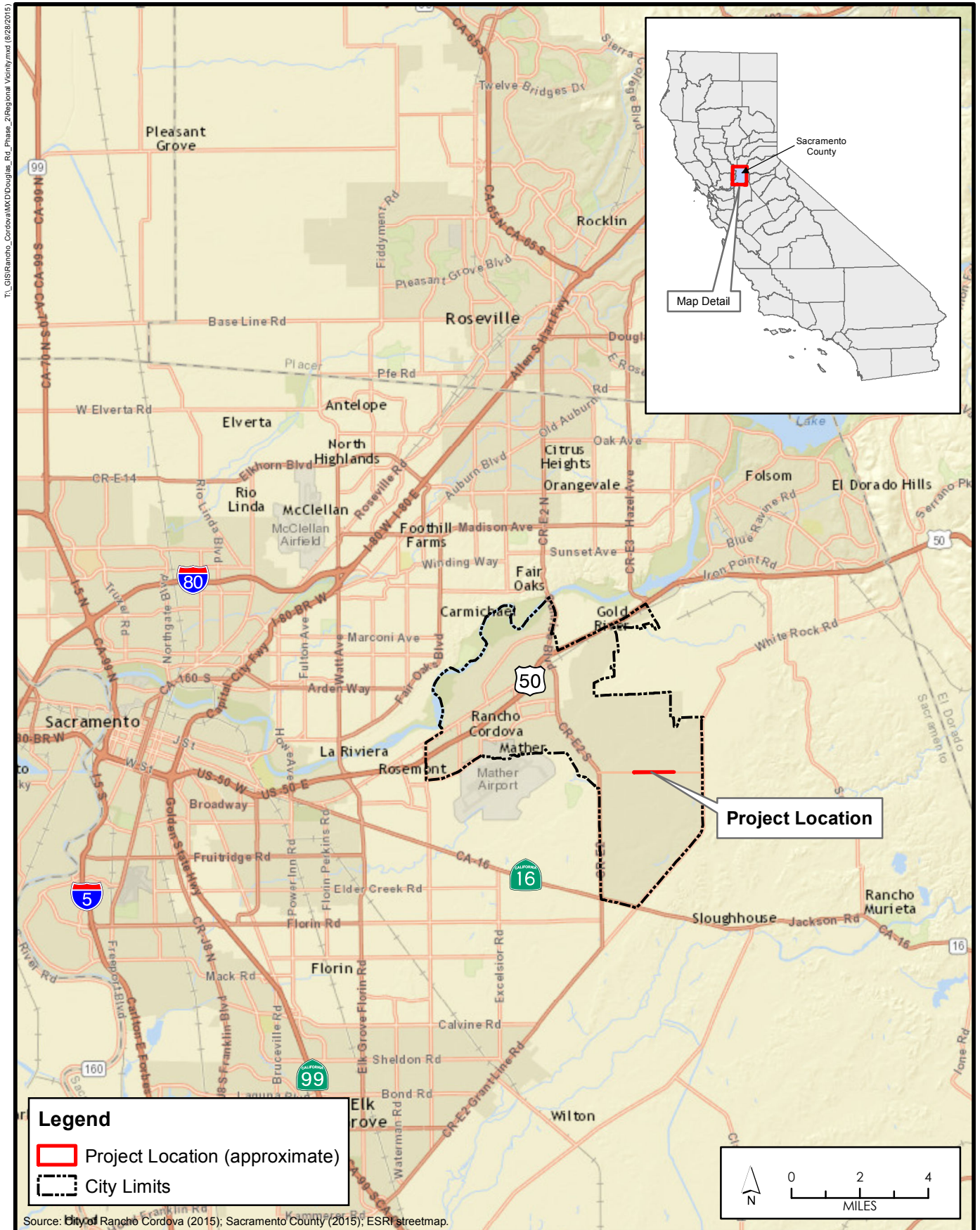
Anticipated project approvals/actions would include, but are not limited to, the following:

- Rancho Cordova City Council – Adoption of the MND, Mitigation Monitoring and Reporting Program (MMRP), and other actions associated with project approval, such as right-of-way acquisition, and wetland permitting (US Army Corps of Engineers 401 and 404 permits)

2.0 PROJECT DESCRIPTION

2.5 OTHER PROJECT ASSUMPTIONS

This IS/MND assumes compliance with all applicable state, federal, and local codes and regulations including, but not limited to, the City of Rancho Cordova Improvement Standards, the Guidance Manual for On-Site Stormwater Quality Control Measures, the California Health and Safety Code, and the California Public Resources Code.



City of Rancho Cordova
Planning Department

Figure 1
Regional Vicinity

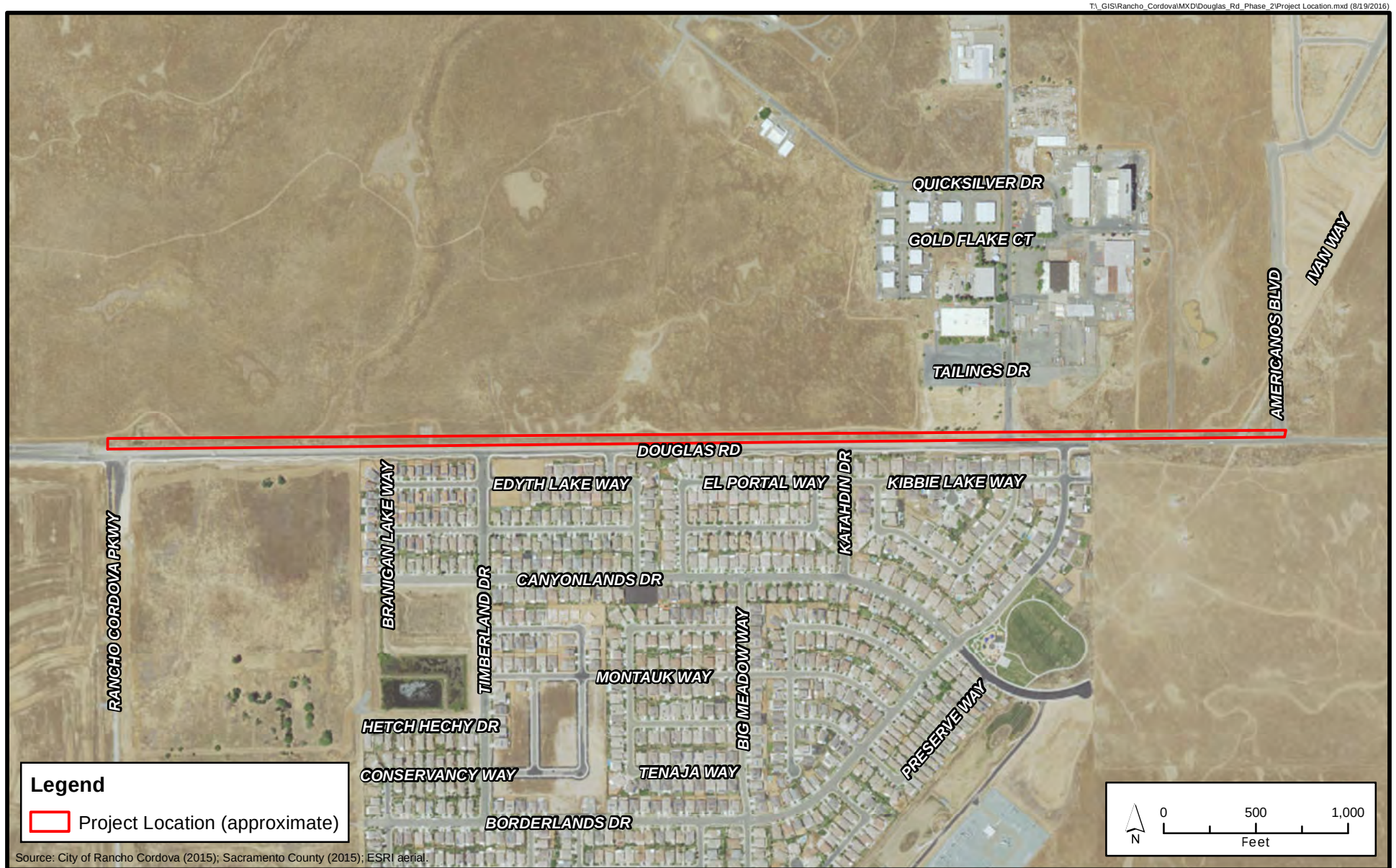
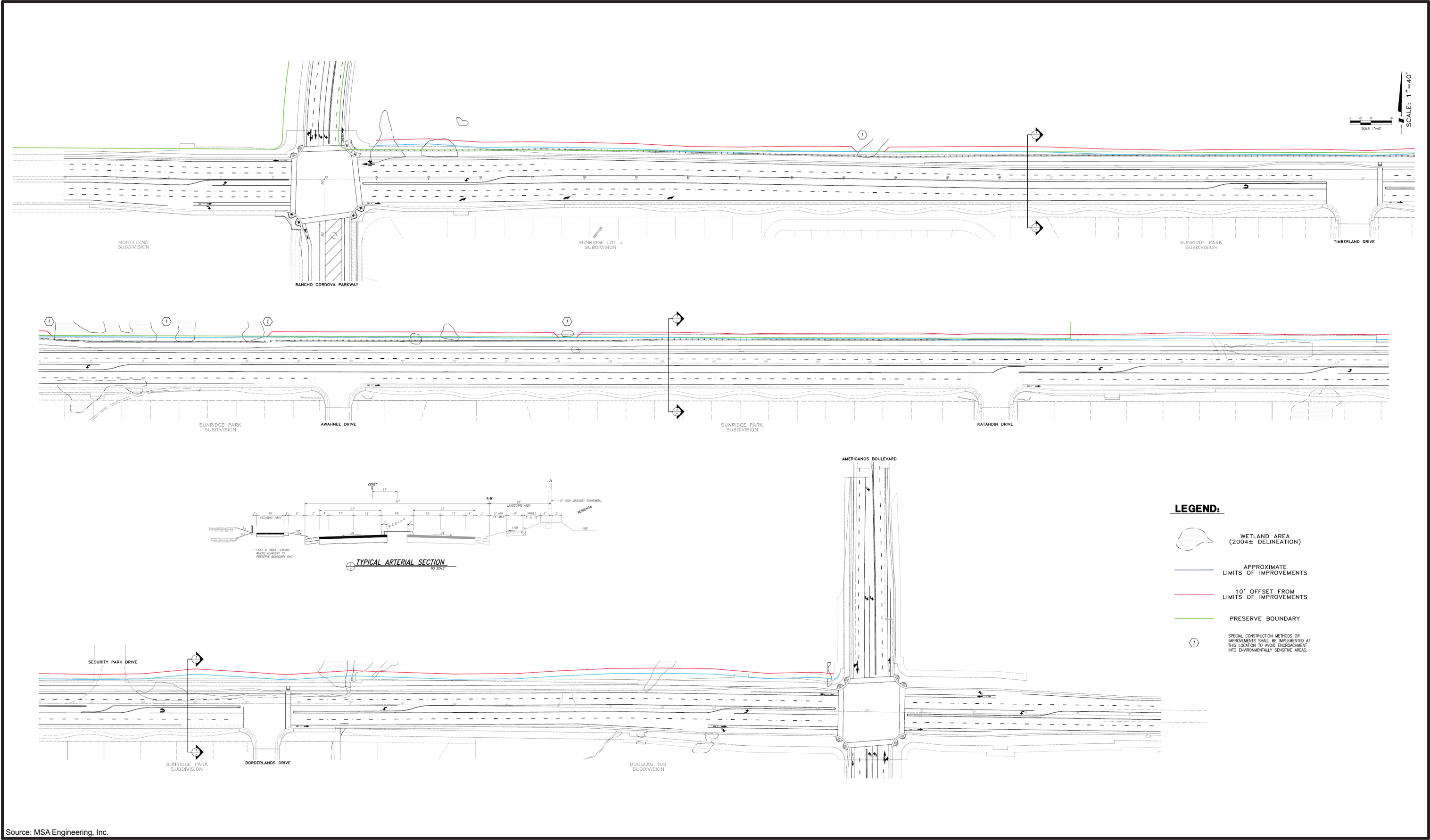


Figure 2
Project Location

T:_CS\Work\ Rancho Cordova, City of\Capital Improvements\Douglas Road



Source: MSA Engineering, Inc.





Figure 4
Security Park Driveway Option

3.0 CHECKLIST

EXHIBIT A
3.0 INITIAL STUDY CHECKLIST

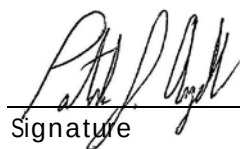
The environmental factors checked below would be potentially affected by this project, as indicated by the checklist on the following pages.

- | | | |
|---|--|---|
| ☐ Aesthetics | ☐ Greenhouse Gas Emissions | ☐ Population and Housing |
| ☐ Agriculture and Forestry Resources | ☐ Hazards and Hazardous Materials | ☐ Public Services |
| ☐ Air Quality | ☐ Hydrology/Water Quality | ☐ Recreation |
| ☐ Biological Resources | ☐ Land Use and Planning | ☐ Transportation/Traffic |
| ☐ Cultural Resources | ☐ Mineral Resources | ☐ Utilities and Service Systems |
| ☐ Geology and Soils | ☐ Noise | ☐ Mandatory Findings of Significance |

DETERMINATION

On behalf of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to the earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.


Signature

8/26/2016
Date

Patrick Angell,
Environmental Coordinator
Printed Name

City of Rancho Cordova Development Services-Planning
For

3.0 INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
3.1. AESTHETICS. Would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☒	☐
d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

ENVIRONMENTAL SETTING

The project site is located along a 6,800-foot segment of Douglas Road between Rancho Cordova Parkway and Americanos Boulevard in eastern Rancho Cordova. The area north of the project site is primarily undeveloped grassland that is an established wetland preserve as part of the Rio Del Oro Specific Plan project. East of this area is Security Park, consisting of several large industrial buildings set back more than 500 feet from the roadway. The area south of the project site is partially developed as a suburban residential subdivision (SunRidge Specific Plan) consisting of one-story houses with garages and landscaped yards. Views of this residential area from the project site are largely obscured by a continuous sound wall separated from the roadway by a winding sidewalk and landscaping. Some lots in the subdivision are under construction, and the western portion of this area remains undeveloped.

There are no designated state scenic highways or locally designated scenic roadways within or adjacent to the project site.

DISCUSSION OF IMPACTS

a) *Have a substantial adverse effect on a scenic vista?*

No Impact. The project area has been developed or is planned for future development with suburban residential and related uses. Views from the project site are of vacant parcels and residential and industrial development set behind a sound wall. Views of the project site consist of an asphalt-paved, two-lane rural roadway with a drainage ditch to the north. The surrounding views are not considered to be of high scenic value. Furthermore, the City of Rancho Cordova General Plan (2006a) does not identify any scenic resources or scenic vistas within the project site or in the surrounding area. Therefore, there would be no impact on a scenic vista.

b) *Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*

No Impact. The proposed project will not require the removal of any trees, as there are no trees on the project site. No rock outcroppings are present at the project site. Furthermore, there are no officially designated state scenic highways or locally

designated scenic roadways in the vicinity. Therefore, the proposed project would not damage scenic resources, and no impact would occur.

- c) *Substantially degrade the existing visual character or quality of the site and its surroundings?*

Less Than Significant Impact. The proposed project would widen the northern lane of a segment of Douglas Road and construct associated frontage improvements including curb, gutter, sidewalk, signage, street lighting, and landscaping to accommodate planned development in the area. The project would result in minor vegetation removal along Douglas Road as well as the temporary presence of construction equipment, worker vehicles, fencing, and stockpiled materials. The proposed improvements are minor in nature. Once completed, they would result in a negligible change in visual character and would complement the urban conditions that exist in the area. Furthermore, the proposed improvements were envisioned in both the City of Rancho Cordova General Plan and the Rio Del Oro Specific Plan. Therefore, the project would not substantially degrade the visual character or quality of the project site or the surrounding area.

- d) *Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?*

Less Than Significant Impact. The proposed project includes installation of pole-mounted street lighting along the northern side of Douglas Road, similar to existing lighting along the southern side of the roadway. Although it would represent a new source of light in the area, the lighting would be consistent with suburban development and would be approximately 100 feet farther from existing residential uses than the existing street lighting. In addition, lighting would be designed pursuant to Rancho Cordova Municipal Code Chapter 23.725 to preserve dark skies and ensure that light trespass and glare have a negligible impact on surrounding property. This includes requiring full shielding and/or recessed lighting, and downward directed fixtures. Therefore, the proposed lighting would not be considered a substantial new source of light and would not adversely affect existing or planned uses or the night sky.

SECURITY PARK DRIVEWAY OPTION

The Security Park Driveway would provide a connection from Douglas Boulevard into Security Park. It would include sidewalks, landscaping, and lighting. The driveway would be similar in appearance to the existing driveway to the west. Lighting would be designed to comply with the City's requirements, as described above. The addition of the driveway option would not result in any substantial change in the less than significant visual quality and lighting impacts identified for the proposed project.

3.0 INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
3.2. AGRICULTURE AND FORESTRY RESOURCES. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forestland (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 45260), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forestland or conversion of forestland to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to nonagricultural use or conversion of forestland to non-forest use?	☐	☐	☐	☒

ENVIRONMENTAL SETTING

Agriculture in Rancho Cordova is categorized as either general or rural agriculture. Land used for general agriculture generates commercial-level production, and land used for rural agriculture permits agricultural activities while providing a transitional area between rural agricultural and residential uses. The majority of land used for agriculture within the city limits is found adjacent to or near the northwestern and southern city limit boundaries. The City of Rancho Cordova General Plan Draft Environmental Impact Report (EIR) (2006b) explains that the majority of agricultural land within the Planning Area, historically used for grazing, growing row and field crops, orchards, and small vineyards, is now considered fallow, meaning it is vacant or underutilized. The proposed project is located in an area designated as Grazing Land and Urban and Built-Up Land on the Sacramento County Important Farmland Map 2012 (DOC 2014). No parcels enrolled in a Williamson Act contract are located in the vicinity of the project site (DOC 2013). There is no designated farmland, forestland, or timberland in the project vicinity.

DISCUSSION OF IMPACTS

- a) *Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?*

No Impact. According to the California Department of Conservation's (2014) Sacramento County Important Farmland 2012 map, parcels located immediately north and south of the project site are designated as Grazing Land and Urban and Built-Up

Land. No conversion of Prime Farmland, Unique Farmland, or Farmland of State Importance would occur as a result of project implementation.

- b) *Conflict with existing zoning for agricultural use, or a Williamson Act contract?*

No Impact. The City of Rancho Cordova Zoning and Future Land map (2014) designates land north and south of the project site for future development as part of various specific plans adopted by the City. Therefore, project implementation would not conflict with existing zoning for agricultural use.

According to the Sacramento County Williamson Act Map for fiscal year 2011/2012, there are no parcels enrolled in a Williamson Act contract in the vicinity of the project site (DOC 2013). Therefore, project implementation would not conflict with a Williamson Act contract.

- c) *Conflict with existing zoning for, or cause rezoning of, forestland (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 45260), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?*

No Impact. The project site and surrounding parcels do not include forestland, timberland, or timberland zoned Timberland Production as defined by the Public Resources Code or the Government Code.

- d) *Result in the loss of forestland or conversion of forestland to non-forest use?*

No Impact. There is no designated forestland within or adjacent to the project site. Thus, the proposed project would not cause any loss of forestland or the conversion of forestland to non-forest use.

- e) *Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to nonagricultural use or conversion of forestland to non-forest use?*

No Impact. The proposed project does not involve any changes or alterations to the existing environment that could result in the conversion of farmland to nonagricultural use or forestland to non-forest use, as no farmland or forestland exists in the immediate or surrounding area of the proposed project. Therefore, there would be no impact.

SECURITY PARK DRIVEWAY OPTION

The area where the driveway could be constructed is not Important Farmland and does not include any agricultural or forestry operations. There would be no impact.

3.0 INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
3.3. AIR QUALITY. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☒	☐	☐
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?	☐	☒	☐	☐
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☒	☐	☐
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☐	☒

ENVIRONMENTAL SETTING

The project site is located in the Sacramento Valley Air Basin (SVAB), which is under the jurisdiction of the Sacramento Metropolitan Air Quality Management District (SMAQMD). The air basin is relatively flat, bordered by mountains to the east, west, and north and by the San Joaquin Valley to the south. Air flows into the SVAB through the Carquinez Strait, moving across the Sacramento Delta, and bringing with it pollutants from the heavily populated San Francisco Bay Area. The climate is characterized by hot, dry summers and cool, rainy winters. Characteristic of SVAB winter weather are periods of dense and persistent low-level fog, which are most prevalent between storm systems. From May to October, the region's intense heat and sunlight lead to high ozone pollutant concentrations. Summer inversions are strong and frequent but are less troublesome than those that occur in the fall. Autumn inversions, formed by warm air subsiding in a region of high pressure, have accompanying light winds that do not allow adequate dispersion of air pollutants.

Both the US Environmental Protection Agency (EPA) and the California Air Resources Board (CARB) have established ambient air quality standards for common pollutants. These ambient air quality standards are levels of contaminants representing safe levels that avoid specific adverse health effects associated with each pollutant. The ambient air quality standards cover what are called "criteria" pollutants because the health and other effects of each pollutant are described in criteria documents. The six criteria pollutants are ozone (O₃), carbon monoxide (CO), particulate matter (PM), nitrogen oxides (NO_x), sulfur dioxide (SO₂), and lead. Areas that meet ambient air quality standards are classified as attainment areas, while areas that do not meet these standards are classified as nonattainment areas. The Rancho Cordova portion of the SVAB has been designated a nonattainment area for federal ozone and fine particulate matter (PM_{2.5}) air quality standards as well as for state ozone and coarse particulate matter (PM₁₀) standards (CARB 2013). The Rancho Cordova portion of the SVAB is designated an attainment or unclassified area for all other air quality standards (CARB 2013).

REGULATORY SETTING

The federal Clean Air Act of 1971 and the Clean Air Act Amendments (1977) established the national ambient air quality standards (NAAQS), which are promulgated by the EPA. The State of California has also adopted its own California ambient air quality standards (CAAQS), which are promulgated by CARB. The proposed project would occur in the Sacramento Valley Air Basin, which is under the air quality regulatory jurisdiction of the SMAQMD and is subject to the rules and regulations adopted by the air district to achieve attainment with the NAAQS and CAAQS. Some of the more pertinent regulatory requirements applicable to the proposed project are listed below.

Rule 402, Nuisance. The purpose of this rule is to limit emissions which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or the public, or which endanger the comfort, repose, health, or safety of any such persons or the public, or which cause or have natural tendency to cause injury or damage to business or property.

Rule 403, Fugitive Dust. The purpose of this rule is to require that reasonable precautions be taken so as not to cause or allow the emissions of fugitive dust from non-combustion sources from being airborne beyond the property line from which the emission originates. Best management practices promulgated under this rule include the following requirements:

- Water all exposed surfaces two times daily. Exposed surfaces include but are not limited to soil piles, graded areas, unpaved parking areas, staging areas, and access roads.
- Cover or maintain at least 2 feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways should be covered.
- Use wet power vacuum street sweepers to remove any visible track-out mud or dirt onto adjacent public roads at least once a day. Use of dry power sweeping is prohibited.
- Limit vehicle speeds on unpaved roads to 15 miles per hour (mph).
- All roadways, driveways, sidewalks, and parking lots to be paved should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.
- Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes [required by California Code of Regulations, Title 13, Sections 2449(d)(3) and 2485]. Provide clear signage that posts this requirement for workers at the entrances to the site.

DISCUSSION OF IMPACTS

- a) *Conflict with or obstruct implementation of the applicable air quality plan?*

No Impact. The SMAQMD coordinates the work of government agencies, businesses, and private citizens to achieve and maintain healthy air quality for the Sacramento area. The SMAQMD develops market-based programs to reduce emissions associated with mobile sources, processes permits, ensures compliance with permit conditions and with SMAQMD rules and regulations, and conducts long-term planning related to air quality.

3.0 INITIAL STUDY CHECKLIST

As previously stated, the Rancho Cordova portion of the SVAB has been designated a nonattainment area for federal ozone and PM_{2.5} air quality standards (CARB 2013). Since Sacramento County is classified as a nonattainment area for federal air quality standards, the SMAQMD is required to submit air quality plans and rate of progress milestone evaluations in accordance with the federal Clean Air Act. The SMAQMD air quality attainment plans and reports, which include the Sacramento Regional 8-Hour Ozone 2011 Reasonable Further Progress Plan (2008), the PM_{2.5} State Implementation Plan (SIP) (2013), and the PM₁₀ Implementation/Maintenance Plan and Re-Designation Request for Sacramento County (2010), present comprehensive strategies to reduce the ozone precursor pollutants (reactive organic gases [ROG] and nitrous oxides [NOx]) as well as particulate matter (PM) emissions from stationary, area, mobile, and indirect sources. The Sacramento Regional 8-Hour Ozone 2011 Reasonable Further Progress Plan includes the information and analyses to fulfill Clean Air Act requirements for demonstrating reasonable further progress toward attaining the 8-hour ozone NAAQS for the Sacramento region. In addition, this plan establishes an updated emissions inventory and maintains existing motor vehicle emission budgets for transportation conformity purposes. The PM_{2.5} SIP attempts to fulfill EPA requirements to redesignate Sacramento County from nonattainment to attainment of the PM_{2.5} NAAQS, and the PM₁₀ Implementation/Maintenance Plan and Re-Designation Request for Sacramento County attempts to maintain PM₁₀ attainment status.

According to the SMAQMD's (2011) Guide to Air Quality Assessment in Sacramento County, if the project results in a change in a designated land use and corresponding substantial increases in vehicle miles traveled (VMT), the resultant increase in VMT may be unaccounted for in regional emissions inventories contained in the regional air quality control plans described above, which are based on local planning documents and general plans. Substantial increases in VMT that are not accounted for in the emissions inventory of these air quality plans may conflict with the air quality plans and therefore result in a contribution to the region's existing air quality nonattainment and/or maintenance status. The project is identified in the Sacramento Area Council of Governments' (SACOG) Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) and therefore was considered as part of the MTP/SCS conformity analysis.

Roadway projects do not directly generate vehicle trips. Rather, vehicle trips are generated by land use changes that may be indirectly influenced by transportation improvements. The proposed project would not result in increases in the rate of trips or VMT. Rather, the proposed improvements would improve traffic operations on Douglas Road to accommodate planned and approved development in the city. The Rancho Cordova General Plan assumed the widening of Douglas Road to six lanes to accommodate General Plan buildout. The General Plan EIR analyzed the effects of the roadway improvements identified in the General Plan, including Douglas Road widening, at a programmatic level. Additionally, the Rio Del Oro Specific Plan EIR assumed widening of Douglas Road to six lanes under cumulative (2030) conditions. As a result, implementation of the project would not result in an increase in VMT. No impact would occur.

- b) *Violate any air quality standard or contribute substantially to an existing or projected air quality violation?*

Less Than Significant Impact With Mitigation Incorporated. Implementation of the proposed project would result in short-term emissions from construction activities. The proposed project would not include the provision of new permanent stationary or mobile

source of emissions, and therefore, by its very nature, it will not generate substantial new emissions from project operations, as Douglas Road already exists. The project does not propose any buildings and therefore no permanent source of stationary source emissions. In addition, roadway improvements do not directly generate new vehicle trips, a predominant source of air pollutant emissions. Rather, vehicle trips are generated by land uses changes that may be indirectly influenced by transportation improvements. The proposed improvements would improve traffic operations on Douglas Road to accommodate planned and approved developments, which addressed mobile emissions in their environmental review under CEQA.

Construction-generated emissions are short term and of temporary duration, lasting only as long as construction activities occur, but have the potential to represent a significant air quality impact. Implementation of the proposed project would result in the temporary generation of emissions resulting from site grading, paving, motor vehicle exhaust associated with construction equipment and worker trips, and the movement of construction equipment. Emissions commonly associated with construction activities include fugitive dust from soil disturbance, fuel combustion from mobile heavy-duty diesel- and gasoline-powered equipment, portable auxiliary equipment, and worker commute trips. During construction, fugitive dust, the dominant source of PM₁₀ and PM_{2.5} emissions, is generated when wheels or blades disturb surface materials. Uncontrolled dust from construction can become a nuisance and potential health hazard to those living and working nearby. Emissions of airborne particulate matter are largely dependent on the amount of ground disturbance associated with site preparation activities. Demolition and renovation of pavement can also generate PM₁₀ and PM_{2.5} emissions. The proposed project would be subject to SMAQMD rules and regulations to reduce fugitive dust emissions and to mitigate potential air quality impacts, specifically Rule 403 (Fugitive Dust). Rule 403 requires fugitive dust sources to implement Best Available Control Measures for all sources, and all forms of visible particulate matter are prohibited from crossing any property line. SMAQMD Rule 403 is intended to reduce PM emissions from any transportation, handling, construction, or storage activity that has the potential to generate fugitive dust.

The predicted maximum daily construction-generated emissions of ROG, NO_x, PM₁₀, and PM_{2.5} associated with project construction are summarized in **Table 3.3-1**. The projected criteria pollutant emissions resulting from construction activities were estimated by Michael Baker International using the California Emissions Estimator Model (CalEEMod). CalEEMod contains default values for much of the information needed to calculate emissions. However, project-specific user-supplied information can also be used when it is available. For instance, the estimated maximum daily construction emissions account for several of the PM reduction measures required by SMAQMD Rule 403. Additionally, construction equipment specifications from SMAQMD's Roadway Construction Emissions Model version 7.1.5.1 are employed in order to obtain a more accurate list of equipment typically associated with roadway improvement activities. Results of the modeling conducted by Michael Baker International are included in **Appendix A**.

3.0 INITIAL STUDY CHECKLIST

TABLE 3.3-1
PROJECT CONSTRUCTION EMISSIONS (MAXIMUM) POUNDS PER DAY (UNMITIGATED)

Construction Phase	ROG	NOx	PM ₁₀	PM _{2.5}	CO
Site Preparation (grubbing/land clearing)	1.71	19.52	1.48	0.86	11.32
Grading	9.55	105.73	8.14	5.26	63.61
Drainage/Utilities/Subgrade Installation	5.86	49.93	3.94	2.78	44.38
Paving	3.35	25.23	1.84	1.55	18.76
SMAQMD Potentially Significant Impact Threshold	—	85 pounds/day	80 pounds/day	82 pounds/day	—
Exceed SMAQMD Threshold?	—	Yes	No	No	—

Source: Emissions modeled by Michael Baker International using the CalEEMod computer program. See **Appendix A** for modeling outputs.

As shown in **Table 3.3-1**, unmitigated emissions generated during the grading phase would exceed the SMAQMD's thresholds of significance for NOx emissions, which would be considered a potentially significant impact and require mitigation to reduce emissions to a level below the threshold. NOx emissions are primarily associated with use of diesel-powered construction equipment (e.g., graders, excavators, rubber-tired dozers, tractors, loaders, backhoes). Implementation of SMAQMD standard NOx-reducing measures (mitigation measures **MM 3.3.1** and **MM 3.3.2**) would reduce the amount of construction-generated pollutants to levels below the SMAQMD NOx threshold by requiring the most efficient equipment, as shown in **Table 3.3-2**.

TABLE 3.3-2
MITIGATED PROJECT CONSTRUCTION EMISSIONS (MAXIMUM) POUNDS PER DAY

Construction Phase	ROG	NOx	PM ₁₀	PM _{2.5}	CO
Site Preparation (grubbing/land clearing)	0.86	16.72	0.78	0.50	13.75
Grading	3.35	77.39	3.64	2.45	61.04
Drainage/Utilities/Subgrade Installation	4.06	38.78	2.78	1.95	41.03
Paving	1.97	22.58	0.98	0.87	19.57
SMAQMD Potentially Significant Impact Threshold	—	85 pounds/day	80 pounds/day	82 pounds/day	—
Exceed SMAQMD Threshold?	—	No	No	No	—

Source: Emissions modeled by Michael Baker International using the CalEEMod computer program. See **Appendix A** for modeling outputs.

With implementation of mitigation measures **MM 3.3.1** and **MM 3.3.2**, emissions would not exceed SMAQMD thresholds and this impact would be less than significant.

- c) *Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?*

Less Than Significant Impact With Mitigation Incorporated. Due to the region's nonattainment status for ozone and particulate matter, the SMAQMD considers projects that are consistent with all applicable air quality plans intended to bring the basin into attainment for all criteria pollutants, and below SMAQMD significance thresholds of ozone precursor pollutants (i.e., ROG and NOx), to have less than significant cumulative impacts. As discussed in Issue a), the proposed project would not conflict with the Sacramento Regional 8-Hour Ozone 2011 Reasonable Further Progress Plan, the PM_{2.5} SIP, or the PM₁₀ Implementation/Maintenance Plan and Re-Designation Request for Sacramento County since the project would not result in an increase in VMT. As discussed in Issue b), with mitigation measures **MM 3.3.1** and **MM 3.3.2**, predicted emissions attributable to the proposed project would not exceed SMAQMD significance thresholds. Therefore, cumulative impacts would be less than significant per the SMAQMD significance thresholds, since the project would not conflict with applicable air quality plans or exceed such thresholds. The project's contribution would not be cumulatively considerable, and the impact would be considered less than significant.

d) *Expose sensitive receptors to substantial pollutant concentrations?*

Less Than Significant Impact With Mitigation Incorporated. Sensitive land uses are generally defined as locations where people reside or where the presence of air emissions could adversely affect the use of the land. Typical sensitive receptors include residents, schoolchildren, hospital patients, and the elderly. The proposed improvements would occur adjacent to an existing residential community to the south.

Sources of construction-related air toxics potentially affecting the sensitive receptors include off-road diesel-powered equipment. Construction would result in the generation of diesel PM emissions from the use of off-road diesel equipment required for grading and excavation, paving, and other construction activities. The amount to which the receptors are exposed (a function of concentration and duration of exposure) is the primary factor used to determine health risk (i.e., potential exposure to toxic air contaminant emission levels that exceed applicable standards). Health-related risks associated with diesel-exhaust emissions are primarily linked to long-term exposure and the associated risk of contracting cancer.

The use of diesel-powered construction equipment would be temporary and episodic and would occur over several locations isolated from one another, although construction activities would occur within the relatively small area needed to widen Douglas Road (6,800 linear feet). CARB (2004) generally considers construction projects contained in an area of such size to represent less than significant health risk impacts due to (1) limitations on the off-road diesel equipment able to operate and thus a reduced amount of generated diesel PM, (2) the reduced amount of dust-generating ground disturbance possible compared to larger construction sites, and (3) the reduced duration of construction activities compared to the development of larger sites. Additionally, mitigation measure **MM 3.3.1** reduces the amount of construction-generated diesel exhaust particulate matter and other pollutants by requiring the most efficient equipment. For instance, mitigation measure **MM 3.3.1** requires the reduction of NOx emissions by more than 20 percent and particulate matter by 45 percent. Furthermore, future development would be subject to and would comply with California regulations limiting the idling of vehicles to no more than 5 minutes, which would further reduce nearby sensitive receptors' exposure to temporary and variable diesel PM emissions.

3.0 INITIAL STUDY CHECKLIST

For these reasons and because diesel fumes disperse rapidly over relatively short distances, diesel PM generated by construction activities, in and of itself, would not be expected to expose sensitive receptors to substantial amounts of air toxics. Major freeways and major roadways, defined by CARB as facilities that accommodate more than 100,000 daily vehicle trips, are another source of TACs. Locating sensitive land uses such as residences, schools, or parks near major freeways and major roadways that accommodate more than 100,000 daily vehicle trips could result in negative health effects, as these roadways are sources of diesel PM. The Rancho Cordova General Plan EIR (2006b) projected approximately 24,000 vehicles per day on this portion of Douglas Road at General Plan buildout. Therefore, the proposed improvements would not result in impacts related to TACs due to roadway volumes. This impact is less than significant.

e) *Create objectionable odors affecting a substantial number of people?*

No Impact. The occurrence and severity of odor impacts depends on numerous factors, including the nature, frequency, and intensity of the source; wind speed and direction; and the sensitivity of the receptors. While offensive odors rarely cause any physical harm, they can still be very unpleasant, leading to considerable distress among the public and often generating citizen complaints to local governments and regulatory agencies. Projects with the potential to frequently expose members of the public to objectionable odors would be deemed to have a significant impact.

Construction of the proposed project would involve the use of a variety of gasoline- or diesel-powered equipment that would emit exhaust fumes. Exhaust fumes, particularly diesel exhaust, may be considered objectionable by some people. However, construction-generated emissions would occur intermittently throughout the workday and would dissipate rapidly with increasing distance from the source. Short-term construction activities would not expose a substantial number of people to frequent odorous emissions. Additionally, the proposed project would not result in the installation of any equipment that would be considered major odor-emission sources. Therefore, no impact would occur.

Mitigation Measures

- MM 3.3.1** The project construction contractor shall provide a plan for approval by the SMAQMD demonstrating that the heavy-duty (50 horsepower [hp] or more) off-road vehicles to be used in the construction of the project, including owned, leased, and subcontractor vehicles, will achieve a project-wide fleet-average 20 percent NOx reduction and 45 percent particulate reduction compared to the most recent California Air Resources Board fleet average. Acceptable options for reducing emissions may include use of late model engines (California Air Resources Board Tier 3 Certified or better¹), low-emission diesel products,

¹ NOx emissions are primarily associated with use of diesel-powered construction equipment (e.g., graders, excavators, rubber-tired dozers, tractor/loader/backhoes). The Clean Air Act of 1990 directed the EPA to study, and regulate if warranted, the contribution of off-road internal combustion engines to urban air pollution. The first federal standards (Tier 1) for new off-road diesel engines were adopted in 1994 for engines over 50 horsepower and were phased in from 1996 to 2000. In 1996, a Statement of Principles pertaining to off-road diesel engines was signed between the EPA, CARB, and engine makers (including Caterpillar, Cummins, Deere, Detroit Diesel, Deutz, Isuzu, Komatsu, Kubota, Mitsubishi, Navistar, New Holland, Wis-Con, and Yanmar). On August 27, 1998, the EPA signed the final rule reflecting the provisions of the Statement of Principles. The 1998 regulation introduced Tier 1 standards for equipment under 50 horsepower and increasingly more stringent Tier 2 and Tier 3 standards for all equipment with phase-in schedules from 2000 to 2008. As a

3.0 INITIAL STUDY CHECKLIST

alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available.

Timing/Implementation: *The plan shall be submitted to the SMAQMD for review and approval prior to approval of improvement plans and shall be implemented during all grading and construction within the project area*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and Public Works Department; Sacramento Metropolitan Air Quality Management District*

MM 3.3.2 The project construction contractor shall ensure that emissions from all off-road diesel-powered equipment used do not exceed 40 percent opacity for more than 3 minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired immediately. Noncompliant equipment shall be documented and a summary provided to the City Planning Department and the SMAQMD monthly. A visual survey of all in-operation equipment shall be made at least weekly, and a monthly summary of the visual survey results shall be submitted throughout the duration of construction, except that the monthly summary shall not be required for any 30-day period in which no construction activity occurs. The monthly summary shall include the quantity and type of vehicles surveyed and the dates of each survey. The SMAQMD and/or other officials may conduct periodic site inspections to determine compliance. Nothing in this measure shall supersede other SMAQMD or state rules or regulations.

Timing/Implementation: *During all grading and construction within the project area*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and Public Works Department; Sacramento Metropolitan Air Quality Management District*

SECURITY PARK DRIVEWAY OPTION

Construction of the optional driveway, improvements along Tailings Drive to accommodate the driveway connection, and removal of the existing driveway would involve heavy equipment use, such as described and evaluated above. Heavy equipment use would slightly increase air emissions, although not substantially, and would result in a negligible addition to the unmitigated NOx emissions that exceed the SMAQMD threshold. However, with mitigation measures **MM 3.3.1** and **MM 3.3.2**, as described for the project, emissions would be reduced to below the threshold. PM₁₀ and PM_{2.5} emissions would result in a negligible increase to levels estimated for the project that are well below SMAQMD thresholds. Therefore, the driveway option would not result in any substantial change in criteria air pollutant emissions relative to the project that would be cumulatively considerable or conflict with applicable air quality plans identified in Item a) above. Construction diesel PM emissions would not represent a substantial health risk, even

result, all off-road, diesel-fueled construction equipment manufactured in 2006 or later has been manufactured to Tier 3 standards.

3.0 INITIAL STUDY CHECKLIST

when combined with project diesel PM emissions, because mitigation measures **MM 3.3.1** and **MM 3.3.2** would also apply to driveway construction, which would reduce diesel PM emissions. The transient diesel odors generated by heavy equipment would not differ from those of the project. For these reasons, the driveway option would not result in any significant air quality impacts requiring additional mitigation other than described for the project.

EXHIBIT A
3.0 INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
3.4. BIOLOGICAL RESOURCES. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?	☐	☒	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?	☐	☒	☐	☐
c) Have a substantial adverse effect on federally protected wetlands, as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal wetlands, etc.), through direct removal, filling, hydrological interruption, or other means?	☐	☒	☐	☐
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☒	☐	☐
f) Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

A biological resources assessment for the proposed project was prepared by ECORP (2016a). In addition, ECORP prepared a report for submittal to the US Fish and Wildlife Service (USFWS) to support Section 7 consultation (ECORP 2016b) and a proposal for mitigation of vernal pool branchiopod habitat impacts (ECORP 2016c). The following analysis incorporates the existing conditions description, analysis of project impacts, and mitigation measures presented in the ECORP reports, unless otherwise noted.

ENVIRONMENTAL SETTING

The majority of the project site is the existing Douglas Road. Roadside habitat is composed mainly of annual grassland, which consists mainly of non-native annual grasses; however, much of the area immediately to the south of the Security Park industrial complex is characterized by ruderal vegetation. There are no trees present on the project site, but several mature Fremont's cottonwood trees are located in close proximity along the northern site boundary. No special-status plants have been identified on the site or are expected to occur based on site surveys

3.0 INITIAL STUDY CHECKLIST

and literature review. A wetland delineation completed in 2014 identified waters of the United States, consisting of 1.704 acres of vernal pool, seasonal wetland, seasonal wetland swale, seasonal stream, ephemeral drainage, and intermittent drainage. Habitats in the area are likely to support species that reside in vernal pool and wetland habitat, such as vernal pool branchiopods and other species that are able to use roadside annual grassland habitat (e.g., raptors and other birds).

DISCUSSION OF IMPACTS

- a-b) *Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?*

Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?

Less Than Significant Impact With Mitigation Incorporated. Special-status species and associated habitat are present on the project site and could be affected by the proposed project. The following describes the potential impacts on species and habitat and identifies mitigation measures to reduce impacts to less than significant.

Vernal Pool Branchiopods

The project area contains vernal pools, seasonal wetlands, and seasonal wetland swales that are considered potential habitat for listed vernal pool branchiopods including vernal pool fairy shrimp and vernal pool tadpole shrimp. The vernal pool tadpole shrimp is federally listed as endangered, and the vernal pool fairy shrimp is federally listed as threatened. While no protocol-level large vernal pool branchiopod surveys have been conducted for the project site, it is likely that federally listed vernal pool fairy shrimp and vernal pool tadpole shrimp are present based on the habitats on-site, the location of the site within the USFWS-designated Mather Core vernal pool recovery area (Mather Core Area), and the close proximity to existing occurrences of these species. Based on an evaluation of current site conditions, ECORP determined that 0.444 acre of the impacted wetlands on-site (i.e., vernal pools, seasonal wetlands, and seasonal wetland swales) are potential habitat for these two species (ECORP 2016b). Thus, implementation of the project is assumed to result in direct impacts to the federally listed vernal pool fairy shrimp and vernal pool tadpole shrimp. Mitigation measure **MM 3.4.1** requires preservation and/or creation of comparable habitat at ratios that exceed 1:1, which would reduce impacts to a less than significant level.

Non-Listed Vernal Pool Invertebrates

The uplands surrounding the vernal pools, seasonal wetlands, and seasonal wetland swales are considered potential habitat for midvalley fairy shrimp, California linderiella, blennosperma vernal pool andrenid bee, hairy water flea, and Ricksecker's water scavenger beetle. These non-listed special-status invertebrates occupy similar habitats and vegetation communities as the listed vernal pool branchiopods. No surveys for these species have been conducted on-site. Implementation of the project would result in direct and indirect impacts to potential habitat for non-listed special-status invertebrates, which includes vernal pools, seasonal wetlands, seasonal wetland swales, and the

uplands surrounding them. Therefore, the project may result in potentially significant direct and indirect impacts on the non-listed listed vernal pool invertebrates. Mitigation measure **MM 3.4.1** requires creation of comparable habitat at a ratio that exceeds 1:1, which would reduce the proposed project's potential impact on non-listed vernal pool invertebrates to a less than significant level.

Western Spadefoot

The vernal pools and seasonal wetlands in the project area represent suitable habitat for western spadefoot. No surveys for this species have been conducted on-site. Implementation of the project would permanently remove potential habitat for western spadefoot. Western spadefoot, if they occur in the project area, could be indirectly affected by an increase in vehicular traffic on-site, which could result in mortality during dispersal or seasonal movements between aquatic and upland habitats. As a result, potential direct and indirect impacts to western spadefoot may be considered potentially significant. Mitigation measures **MM 3.4.3** and **MM 3.4.8d** require preconstruction surveys for western spadefoot and implementation of avoidance and protection measures before and during construction if western spadefoot is found. This would reduce impacts to western spadefoot to a less than significant level.

Western Pond Turtle

To date, no western pond turtle surveys have been conducted within the project area. The nearest extant California Natural Diversity Database (CNDDDB) occurrence is approximately 1 mile from the project site. Potentially suitable habitat (Morrison Creek) is present adjacent to the project site, and the seasonal stream on-site may represent marginal habitat. Project implementation would fill the seasonal stream within the project area. Although the stream provides marginally suitable habitat, there is still potential for western pond turtles to occur. Thus, direct and indirect impacts to western pond turtle may be considered potentially significant. Mitigation measures **MM 3.4.4** and **MM 3.4.8d** require preconstruction surveys for western pond turtle and implementation of avoidance and protection measures before and during construction if western pond turtle is found. This would reduce impacts to western pond turtle to a less than significant level.

Swainson's Hawk and Other Raptors

Swainson's hawk, a species state-listed as threatened, is one of several raptors that are likely to forage in the project area. The nearest CNDDDB occurrence of Swainson's hawk nesting is approximately 2 miles to the northwest of the project site. However, habitat for Swainson's hawk within the project area is marginal due to its location adjacent to Douglas Road and developed areas to the south. Swainson's hawk may nest in undeveloped areas nearby. The grassland on-site also represents foraging habitat for other protected raptors, including white-tailed kite and golden eagle. White-tailed kites, which is fully protected under the California Fish and Game Code, may forage in the project area, and trees to the north of the project area may represent habitat. Golden eagles, a California fully protected species and a species of special concern, may forage in the project area. All raptors and their nests are protected under California Fish and Game Code Section 3503.5. The grassland habitat present in the project area is considered foraging habitat for raptors, including Swainson's hawk. The project would directly impact grassland habitat. Implementation of the project would result in permanent impacts and temporary impacts (grading around Douglas Road) to 16.69 acres of grassland habitat present within the

3.0 INITIAL STUDY CHECKLIST

project area. However, due to the size and shape of the project (a thin linear area of impact), and its location adjacent to an existing road and developed lands to the south, the existing habitat for raptors, including Swainson's hawk, is marginal. The project may result in potentially significant direct and indirect impacts on foraging habitat for Swainson's hawk and other raptors. Mitigation measures **MM 3.4.5a** and **MM 3.4.8d** require preconstruction surveys for active nests and avoidance and protection measures before and during construction if nests are found. Mitigation measure **MM 3.4.5.b** stipulates requirements for Swainson's hawk habitat mitigation to ensure 1:1 (or a lesser ratio, as determined through consultation with the California Department of Fish and Wildlife [CDFW]) mitigation for loss of foraging habitat. This would reduce impacts to Swainson's hawk and other raptors to a less than significant level.

Burrowing Owl

The grassland habitat present in the project area could be used for nesting by burrowing owl. The project would result in direct and indirect impacts to grassland habitat. Grading, paving, and development in the project footprint could indirectly affect nesting through conversion of natural vegetation cover. Implementation of the project would result in permanent impacts and temporary impacts (grading around roads and infrastructure) to grassland habitat present within the project area. Thus, the project may result in significant direct and indirect impacts to burrowing owl. Mitigation measures **MM 3.4.6** and **MM 3.4.8d** require preconstruction surveys for active burrowing owl burrows and implementation of avoidance, protection, and compensatory mitigation before and during construction if burrows are found. This would reduce impacts to burrowing owl to a less than significant level.

Other Nesting Birds

Grassland in the project area provides suitable nesting habitat for other nesting birds, such as grasshopper sparrow. Individuals of this species may nest within the project area. While a potential loss of a few individuals is not likely to result in a substantial effect on their populations, if nesting individuals are present during construction, adverse impacts to individuals could occur. Nesting birds are protected under the Migratory Bird Treaty Act (MBTA) and under California Fish and Game Code Section 3503. Thus, direct and indirect impacts of project implementation on these species may be considered potentially significant. Mitigation measures **MM 3.4.7** and **MM 3.4.8d** require preconstruction surveys for nests and avoidance and protection measures if nests are found. This would reduce impacts to other nesting birds, including grasshopper sparrow, to a less than significant level.

- c) *Have a substantial adverse effect on federally protected wetlands, as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal wetlands, etc.), through direct removal, filling, hydrological interruption, or other means?*

Less Than Significant Impact With Mitigation Incorporated. Implementation of the project would result in direct impacts on potential waters of the United States and waters of the State resulting from the placement of fill material into federally jurisdictional waters of the United States, including wetlands and waters of the State. A total of 0.536 acre of potential waters of the United States would be directly impacted (filled), consisting of 0.362 acre of vernal pool, 0.121 acre of seasonal wetland, 0.007 acre of seasonal wetland swale, and 0.046 acre of seasonal stream. The loss and degradation of waters of the United States and waters of the State constitute a substantial adverse effect on

waters of the United States as defined by Clean Water Act Section 404 and the State's Porter-Cologne Act. Implementation of mitigation measures **MM 3.4.8a**, **MM 3.4.8b**, **MM 3.4.8c**, and **MM 3.4.8d** would reduce the potential impacts to the loss and degradation of waters of the United States to a less than significant level. Implementation of the project may also have a significant indirect impact on waters of the United States. The implementation of best management practices described in mitigation measure **MM 3.4.8c** would avoid significant indirect impacts on adjacent wetlands during construction activities (e.g., erosion and sedimentation).

- d) *Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

Less Than Significant Impact. Wildlife corridors are features that provide connections between two or more areas of habitat that would otherwise be isolated and unusable. Often drainages, creeks, or riparian areas are used by wildlife as movement corridors as these features can provide cover and access across a landscape. The annual grassland habitat present to the north of the project is currently used as rangeland and is proposed to be preserved in perpetuity as part of the Rio Del Oro development. Because of the barrier to movement posed by the existing Douglas Road as well as the residential development to the south of the project site, the likelihood of wildlife species using the area as a migratory corridor is low. The majority of areas to the south of the project are already developed. There are no established migratory routes through the project area that are vital for the movement of any resident or migratory fish or wildlife species or population. Impacts would be less than significant.

- e) *Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*

Less Than Significant Impact With Mitigation Incorporated. Rancho Cordova General Plan Policies NR.1.1 and NR.2.2 provide for protection of special-status species and their habitats and for minimization of impacts on wetlands, respectively. As discussed above, project construction activities would directly and indirectly impact federally protected wetlands and may have an effect on special-status species and habitat. Implementation of mitigation measures **MM 3.4.1** through **MM 3.4.8d** would reduce the project's impacts to less than significant levels by ensuring preservation and/or creation of comparable habitat at ratios that exceed 1:1 of vernal pool branchiopod habitat, necessary permits are obtained, preconstruction surveys and construction worker awareness training are performed, sensitive habitat and species are avoided or protected, and potential impacts are mitigated in accordance with established regulations and/or standards, as appropriate.

- f) *Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan?*

No Impact. Currently, there is no adopted habitat conservation plan (HCP) in Rancho Cordova or Sacramento County. No provisions of an adopted habitat conservation plan, natural conservation community plan, or other approved local, regional, or state habitat conservation plan apply to the project site. The project would not conflict with an adopted HCP. There would be no impact.

3.0 INITIAL STUDY CHECKLIST

Mitigation Measures

MM 3.4.1 Vernal Pool Branchiopods. Before the approval of grading and improvement plans and before any groundbreaking activity associated with the project, the City shall ensure a Biological Opinion (BO) from the US Fish and Wildlife Service (USFWS) through Section 7 consultation with the US Army Corps of Engineers (USACE) as part of the Clean Water Act Section 404 permitting process has been obtained. The construction contractor shall adhere to all conditions outlined in the BO and the Section 404 permit, including avoidance, preservation, and compensation for impacts to vernal pool branchiopod habitat.

If the South Sacramento Habitat Conservation Plan is not approved prior to approval of the final grading/improvement plan, the City shall ensure compensation for impacts to vernal pool branchiopod habitat (0.444 acre) as described in the table below has been provided.

Douglas Road Phase 2 Vernal Pool Habitat Mitigation					
Mitigation	Preservation		Creation		
	Branchiopod Habitat		Vernal Pool		Non-Vernal Pool*
Impact Acreage	0.444 ac		0.362 ac		0.174 ac
Proposed Mitigation Location	Option 1: Klotz Property	Option 2: Bryte Ranch	Option 1: Gill Ranch Unallocated	Option 2: Clay Station Mitigation Bank	Cosumnes Floodplain Mitigation Bank
Proposed Mitigation Ratio	2:1	2:1	1.5:1	1.5:1	1.5:1
Credits to Be Purchased	0.888	0.888	0.543	0.543	0.261

Source: ECORP 2016c

* Non-vernal pool consists of seasonal wetland, swale, and seasonal stream and would be mitigated as Wetland Mosaic at Cosumnes Floodplain Mitigation Bank.

Timing/Implementation: Prior to approval of grading plan

Enforcement/Monitoring: City of Rancho Cordova Planning Department and Public Works Department

MM 3.4.2 Non-Listed Vernal Pool Branchiopods. If the South Sacramento Habitat Conservation Plan is not approved prior to approval of the final grading and improvement plan, the City shall ensure compensation for impacts to non-vernal pool branchiopod habitat (0.362 acre) as described in the table in mitigation measure MM 3.4.1 has been provided.

Timing/Implementation: Prior to approval of grading plan

Enforcement/Monitoring: City of Rancho Cordova Planning Department and Public Works Department

MM 3.4.3 Western Spadefoot. A qualified biologist shall conduct a preconstruction western spadefoot survey within 48 hours of the initiation of construction activity within suitable tadpole habitat (e.g., vernal pools, seasonal wetlands, and drainages

with standing water) for western spadefoot. If no western spadefoot individuals are found during the preconstruction survey, the biologist shall document the findings in a letter report to the CDFW and the City, and no further mitigation shall be required. If western spadefoot individuals are found, the qualified biologist shall consult with the CDFW to determine appropriate avoidance measures.

Implement mitigation measure MM 3.4.8d (Conduct Environmental Awareness Training for Construction Employees).

Timing/Implementation: *Prior to ground disturbance (survey) and during construction*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and Public Works Department*

MM 3.4.4 ***Western Pond Turtle.*** A qualified biologist shall conduct a preconstruction western pond turtle survey within 48 hours prior to initiation of construction activity within suitable habitat for western pond turtle. If no western pond turtles are found during the preconstruction survey, the biologist shall document the findings in a letter report to the CDFW and the City, and no further mitigation shall be required. If western pond turtles are found, the qualified biologist shall capture and relocate the turtles to a suitable preserved location in the vicinity of the project site.

Implement mitigation measure MM 3.4.8d (Conduct Environmental Awareness Training for Construction Employees).

Timing/Implementation: *Prior to ground disturbance (survey) and during construction*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and Public Works Department*

MM 3.4.5a ***Swainson's Hawk and Other Raptors.*** To mitigate impacts on Swainson's hawk and other raptors, a qualified biologist shall conduct preconstruction surveys and to identify active nests on and within the project area if construction occurs during March through August. Surveys for Swainson's hawk shall be conducted on and within 0.25 mile of the project area, and surveys for other nesting raptors shall be conducted on and within 300 feet of the project area. The surveys shall be conducted and no less than 14 days and no more than 30 days before the beginning of construction. To the extent feasible, guidelines provided in Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in the Central Valley (Swainson's Hawk Technical Advisory Committee 2000) shall be followed for surveys for Swainson's hawk. If no active/occupied nests are found, no further mitigation is required.

If active nests are found, impacts on nesting Swainson's hawks and other raptors shall be avoided by establishing appropriate buffers around the nests. No project activity shall commence within the buffer area until the young have fledged, the nest is no longer active, or until a qualified biologist has determined in coordination with the CDFW that reducing the buffer would not result in nest abandonment. CDFW guidelines recommend implementation of 0.25- or 0.5-mile-

3.0 INITIAL STUDY CHECKLIST

wide buffers, but the size of the buffer may be adjusted if a qualified biologist and the City, in consultation with the CDFW, determine that such an adjustment would not be likely to adversely affect the nest. Monitoring of the nest by a qualified biologist during and after construction activities will be required if the activity has potential to adversely affect the nest.

Implement mitigation measure MM 3.4.8d (Conduct Environmental Awareness Training for Construction Employees).

Timing/Implementation: Prior to ground disturbance (survey) and during construction

Enforcement/Monitoring: City of Rancho Cordova Planning Department and Public Works Department

MM 3.4.5b **Swainson's Hawk Mitigation Plan.** To mitigate for the loss of Swainson's hawk foraging habitat, the City shall ensure permanent impacts to foraging habitat are identified and that a Swainson's hawk mitigation plan is prepared and implemented. The plan shall include, but not be limited to, the following requirements:

- Prior to ground disturbance, the City shall ensure suitable Swainson's hawk foraging habitat is secured to ensure 1:1 mitigation (or other agreed-upon ratio) of habitat value for Swainson's hawk foraging habitat that is permanently lost as a result of the project, as determined by the City after consultation with the CDFW and a qualified biologist.
- The 1:1 habitat value (or other agreed-upon ratio) shall be based on Swainson's hawk nesting distribution and an assessment of habitat quality, availability, and use within the project area. The mitigation ratio shall be consistent with the 1994 California Department of Fish and Game's Swainson's hawk guidelines included in the Staff Report Regarding Mitigation for Impacts to Swainson's Hawks (*Buteo swainsoni*) in the Central Valley of California (Swainson's Hawk Technical Advisory Committee 2000). These guidelines call for the following mitigation ratios for loss of foraging habitat in these categories: 1:1 if within 1 mile of an active nest site, 0.75:1 if over 1 mile but less than 5 miles, and 0.5:1 if over 5 miles and less than 10 miles from an active nest. Such mitigation shall be accomplished through purchase of credits at an approved mitigation bank, or the transfer of fee title or perpetual conservation easement. If non-bank mitigation is proposed, the mitigation land shall be located within the known foraging area and within Sacramento County. The City, after consultation with the CDFW, will determine the appropriateness of the mitigation land.
- The City shall ensure said Swainson's hawk mitigation land is transferred, through either conservation easement or fee title, to a third-party, nonprofit conservation organization (Conservation Operator), with the City and the CDFW named as third-party beneficiaries. The Conservation Operator shall be a qualified conservation easement land manager that manages land as its primary function. Additionally, the Conservation Operator shall be a tax-exempt nonprofit conservation organization that meets the criteria of Civil Code Section 815.3(a) and shall be selected or approved by the City, after

consultation with the CDFW. After consultation with the CDFW and the Conservation Operator, the City shall approve the content and form of the conservation easement. The City, the CDFW, and the Conservation Operator shall each have the power to enforce the terms of the conservation easement. The Conservation Operator shall monitor the easement in perpetuity to ensure compliance with the terms of the easement.

- The City shall ensure an endowment or some other financial mechanism that is sufficient to fund in perpetuity the operation, maintenance, management, and enforcement of the conservation easement is established. If an endowment is used, either the endowment funds shall be submitted to the City for impacts on lands within the City's jurisdiction to an appropriate third-party nonprofit conservation agency, or they shall be submitted directly to the third-party nonprofit conservation agency in exchange for an agreement to manage and maintain the lands in perpetuity. The Conservation Operator shall not sell, lease, or transfer any interest of any conservation easement or mitigation land it acquires without the prior written approval of the City and the CDFW.
- If the Conservation Operator ceases to exist, the duty to hold, administer, manage, maintain, and enforce the interest shall be transferred to another entity acceptable to the City and the CDFW. The City Planning Department shall ensure that mitigation habitat established for impacts on habitat within the City's Planning Area is properly established and is functioning as habitat by conducting regular monitoring of the mitigation site(s) for the first 10 years after establishment of the easement.

Timing/Implementation: *Prior to ground disturbance (survey) and during construction*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and Public Works Department*

MM 3.4.6 ***Burrowing Owl.*** To mitigate impacts on burrowing owl, a qualified biologist shall conduct preconstruction surveys to identify active burrows within the project area. The surveys shall be conducted before the approval of grading and/or improvement plans (as applicable) and no less than 14 days and no more than 30 days before the beginning of construction. The preconstruction survey shall follow the protocols outlined in the Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game 2012). Burrowing owls may be present on the project site during any season.

If active burrows are found, the City shall ensure a mitigation plan is prepared before any ground-disturbing activities occur, and the City shall consult with the CDFW. The mitigation plan may consist of purchase of appropriate credits at a CDFW-approved mitigation bank, passive relocation (installation of one-way doors during the non-breeding season, September 1 through January 31) on all burrows to allow owls to exit, but not reenter); burrow owl exclusions during the breeding season (February 1 through August 31) may only be used if a qualified biologist verifies that the burrow does not contain eggs or dependent young. If active burrows contain eggs and/or young, no construction shall occur within a minimum of 50 meters (164 feet) of the burrow until young have fledged. The

3.0 INITIAL STUDY CHECKLIST

mitigation plan may also include construction of artificial burrows in the project vicinity, as needed.

Implement mitigation measure MM 3.4.8d (Conduct Environmental Awareness Training for Construction Employees).

Timing/Implementation: Prior to ground disturbance (survey and mitigation plan) and during construction

Enforcement/Monitoring: City of Rancho Cordova Planning Department and Public Works Department

MM 3.4.7 **Other Nesting Birds.** A qualified biologist shall conduct a preconstruction nesting bird survey of all areas associated with construction activities on the project site within 14 days prior to commencement of construction during the nesting season (February 1 through August 31). If active nests are found, a no-disturbance buffer around the nest shall be established. The buffer distance shall be established by a qualified biologist in consultation with the CDFW. The buffer shall be maintained until the fledglings are capable of flight and become independent of the nest, to be determined by a qualified biologist. Once the young are independent of the nest, no further measures are necessary. Preconstruction nesting surveys are not required for construction activity outside of the nesting season.

Implement mitigation measure MM 3.4.8d (Conduct Environmental Awareness Training for Construction Employees).

Timing/Implementation: Prior to ground disturbance (survey) and during construction

Enforcement/Monitoring: City of Rancho Cordova Planning Department and Public Works Department

MM 3.4.8a **Wetlands and Waters of the United States/State – Clean Water Act Section 404 Permit and Section 401 Water Quality Certification.** Before the approval of grading and improvement plans and before any groundbreaking activity associated with the project, the City shall ensure a CWA Section 404 Permit from the USACE and a CWA Section 401 Water Quality Certification from the Central Valley Regional Water Quality Control Board (RWQCB) are obtained. The construction contractor shall adhere to all conditions outlined in the permits. The City shall ensure that the project replaces, restores, or enhances on a “no net loss” basis (in accordance with the USACE and the Central Valley RWQCB) the acreage of all wetlands and other waters of the United States that would be removed, lost, and/or degraded due to project implementation. Wetland habitat shall be restored, enhanced, and/or replaced at an acreage and location and by methods agreeable to the USACE, the Central Valley RWQCB, and the City, as appropriate, depending on agency jurisdiction, and as determined during the Section 401 and Section 404 permitting processes.

Timing/Implementation: *Prior to approval of grading and improvement plan*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and
Public Works Department*

MM 3.4.8b ***Implement CDFW 1602 Streambed Alteration Agreement.*** Before the approval of grading and improvement plans and before any groundbreaking activity associated with the project, the City shall ensure CDFW Streambed Alteration Agreement Notification No. 1600-2016-0094-R2 for impacts to features under CDFW jurisdiction (i.e., seasonal stream) within the project area is executed and implemented. The construction contractor shall adhere to all conditions outlined in the Streambed Alteration Agreement.

Timing/Implementation: *Prior to approval of grading and improvement plan*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and
Public Works Department*

MM 3.4.8c ***Identify and Protect Environmentally Sensitive Areas Adjacent to the Project Site.*** Prior to any groundbreaking activities, a professional wetland biologist shall flag the boundaries of all wetlands outside of the project boundary. These brightly colored pin-flags will allow workers to be aware of the location of the protected habitat. The construction contractor shall also create earthen berms along the road-facing edges of the impacted wetlands in order to divert runoff from the road and reduce effects on the unimpacted portions of the wetlands.

Timing/Implementation: *Prior to groundbreaking activities*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and
Public Works Department*

MM 3.4.8d ***Conduct Environmental Awareness Training for Construction Employees.*** Prior to beginning construction activities, a qualified biologist shall develop and conduct environmental awareness training for construction employees. The training will describe the importance of on-site biological resources, including wetlands and other waters of the United States, special-status wildlife habitats, potential nests of special-status birds, and adjacent protected areas such as the planned Rio Del Oro Wetland Preserve to the north of the project site. The biologist will also explain the importance of other responsibilities related to the protection of wildlife during construction, such as inspecting open trenches and looking under vehicles and machinery prior to moving them to ensure there are no lizards, snakes, small mammals, or other wildlife that could become trapped, injured, or killed in construction areas or under equipment.

The environmental awareness program will be provided to all construction personnel to brief them on the life history of special-status species in or adjacent to the project area, the need to avoid impacts on sensitive biological resources, any terms and conditions required by state and federal agencies, and the penalties for not complying with biological mitigation requirements. If new construction personnel are added to the project, the contractor's superintendent will ensure that the personnel receive the mandatory training before starting work. An environmental awareness handout that describes and illustrates sensitive

3.0 INITIAL STUDY CHECKLIST

resources to be avoided during project construction and identifies all relevant permit conditions will be provided to each person.

Timing/Implementation: *Prior to groundbreaking*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and
Public Works Department*

SECURITY PARK DRIVEWAY OPTION

The proposed new driveway connection to align with Borderlands Drive is within the biological resources assessment study area evaluated in the ECORP (2016a) report. A small area of seasonal wetland would be directly affected and is accounted for in the direct wetlands fill impact acreage total. Impacts on the seasonal wetland would be mitigated through implementation of mitigation measure **MM 3.4.8a** through **MM 3.4.8d**. Preconstruction surveys and appropriate mitigation for special-status species and habitat, as identified in mitigation measures **MM 3.4.1** through **MM 3.4.8d**, would apply if this option were implemented, and no additional analysis or mitigation is required.

EXHIBIT A
3.0 INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
3.5. CULTURAL RESOURCES. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?	☐	☐	☒	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☒	☐	☐
c) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☒	☐	☐
d) Cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074?	☐	☒	☐	☐

ENVIRONMENTAL SETTING

The City of Rancho Cordova General Plan (2006a) summarizes the cultural resources and historic resources settings in the city. Sites, buildings, and artifacts associated with Native Americans, historic gold mining and railroad operations, and others exist within the city limits. Eight structures of state and local importance are found in the city, none of which are on or in the vicinity of the project site.

The Rio Del Oro Specific Plan EIR/EIS included an evaluation of potential archaeological and historical resources within the Specific Plan area, which includes the project site and the area immediately to the north. According to the Draft EIR/EIS (City of Rancho Cordova 2006c, p. 3.9-3), there is one recorded cultural resource within the Specific Plan area designated as CA-SAC-308H and consisting of portions of the dredge tailings present in the area. This resource was previously evaluated and determined to be ineligible for listing in the National Register of Historic Places (NRHP) or the California Register of Historical Resources (CRHR). In addition, through consultation with local tribes, two areas in the Specific Plan area were determined to have increased sensitivity for cultural resources. However, these sites are not located on or adjacent to the project site. The Specific Plan Draft EIR/EIS also identified numerous historical sites within the Specific Plan area, none of which are located on or adjacent to the project site (City of Rancho Cordova 2006c, Figure 3.9-2).

DISCUSSION OF IMPACTS

- a) *Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?*

Less Than Significant Impact. There are no structures on the project site, and the area proposed for improvement has been heavily disturbed through the construction of the existing roadway and adjacent drainage ditch. As described previously, the Rio Del Oro Specific Plan Draft EIR/EIS concluded that the previously recorded cultural resource site located in the Specific Plan area (CA-SAC-308H) is not eligible for listing on the NRHP or the CRHR and is not considered "historical" within the CEQA definition of the term.

3.0 INITIAL STUDY CHECKLIST

Additionally, the Specific Plan Draft EIR/EIS included an inventory and evaluation of historic buildings and sites in the Specific Plan area. No such sites were identified on or adjacent to the project site. Therefore, the proposed project would have a less than significant impact on historical resources.

- b, d) *Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?*

Cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074?

Less Than Significant Impact With Mitigation Incorporated. As described previously, the Rio Del Oro Specific Plan EIR/EIS identified two areas of increased sensitivity for cultural resources as a result of consultation with a local tribe. However, these areas are not located on or adjacent to the project site (City of Rancho Cordova 2006c, Figure 3.9-2). Although the project site has been heavily disturbed through previous construction activities, making the presence of cultural resources unlikely, previously undiscovered subsurface cultural resources could be present on the site. Implementation of the proposed project would include ground-disturbing construction activities that could result in the inadvertent disturbance of such resources. Mitigation measure **MM 3.5.1** would reduce this impact to a less than significant level.

The City initiated consultation with applicable California Native American tribes on the proposed project in compliance with Assembly Bill (AB) 52 on May 9, 2016. The United Auburn Indian Community (UAIC) of the Auburn Rancheria responded by letter dated July 14, 2016, that the UAIC would like to consult on the project (UAIC 2016).

- c) *Disturb any human remains, including those interred outside of formal cemeteries?*

Less Than Significant Impact With Mitigation Incorporated. Based on the location and disturbed nature of the project site, it is not anticipated that any human remains would be discovered during construction activities. However, because of the potential to inadvertently discover or disturb human remains during any ground-disturbing activity, mitigation measure **MM 3.5.2** is included to reduce this impact to a less than significant level.

Mitigation Measures

MM 3.5.1 In accordance with California Public Resources Code Section 5097.5, the following measure will be implemented during construction and included in the construction contract:

If buried archaeological or paleontological resources, such as chipped or ground stone, historic debris, building foundations, human bone, fossils, or fossil traces, are inadvertently discovered during ground-disturbing activities, work will stop in that area and within 100 feet of the find until a qualified archaeologist or paleontologist can assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with the City, affected California Native American tribes, and all other appropriate agencies.

Timing/Implementation: *Throughout project construction*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and
Public Works Department*

MM 3.5.2 In order to mitigate for the potential discovery or disturbance of any human remains, the protocol of California Health and Safety Code Section 7050.5(b) will be adhered to as follows:

In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, in accordance with Chapter 10 (commencing with Section 27460) of Part 3 of Division 2 of Title 3 of the Government Code, that the remains are not subject to the provisions of Section 27492 of the Government Code or any other related provisions of law concerning investigation of the circumstances, manner and cause of death, and the recommendations concerning treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative, in the manner provided in Section 5097.98 of the Public Resources Code.

If the remains are determined to be Native American, City policy would dictate that the procedures outlined in CEQA Section 15064.5(d) and (e) be followed.

Timing/Implementation: *Throughout project construction*

Enforcement/Monitoring: *City of Rancho Cordova Planning Department and
Public Works Department*

SECURITY PARK DRIVEWAY OPTION

Construction of the driveway would occur in an undeveloped area between Douglas Road and Tailings Drive. This area, along with the larger Rio Del Oro area, has been evaluated for the presence of cultural resources, as described for the project. No resources have been identified in the immediate project area. Because construction of the driveway would involve ground disturbance, implementation of mitigation measures **MM. 3.5.1** and **MM 3.5.2** would ensure appropriate identification and protection of resources, should any previously unknown resources be discovered during construction. No new significant impacts have been identified requiring the need for additional mitigation.

3.0 INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
3.6. GEOLOGY AND SOILS. Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death, involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii) Strong seismic ground shaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, defined in Section 1803.5.3 of the 2013 California Building Code, creating substantial risks to life or property?	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	☐	☐	☒	☐

ENVIRONMENTAL SETTING

Regional Geology

Rancho Cordova is located in the Great Valley geomorphic province, which is primarily described as a relatively flat alluvial plain, about 50 miles wide and 450 miles long, with thick sequences of sedimentary deposits of Jurassic through Holocene age (City of Rancho Cordova 2006b). The Great Valley geomorphic province is surrounded by mountain ranges, with the Klamath and Cascade mountain ranges to the north, the Sierra Nevada to the east, and the California Coast Range to the west.

Topography

The project site is located in the Sacramento Valley, which is primarily flat to gently rolling land with no hills or valleys. In the Rancho Cordova Planning Area, slopes range from 0 to 8 percent.

Faults and Seismicity

No known active faults or Alquist-Priolo earthquake hazard zones occur in Rancho Cordova or Sacramento County (CGS 2013). According to the Fault Activity Map of California, the nearest faults to the city with activity within the last 200 years are the Concord, Hayward, and Cleveland Hill faults. The closest known fault zone is the Willows Fault Zone, located northwest of the city. The closest known active subsurface fault is the Dunnigan Hills fault, located in northern Yolo County, to the northwest of the city (CGS 2002).

Soils

According to the Web Soil Survey provided by the US Department of Agriculture, Natural Resources Conservation Service, the project site is underlain by Red Bluff loam and Redding gravelly loam soils. Soils in the project area range from moderately well drained to well drained, with a depth of more than 80 inches to the water table (USDA-NRCS 2015).

DISCUSSION OF IMPACTS

- a) *Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death, involving:*
 - i) *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?*

No Impact. No known active faults or Alquist-Priolo earthquake hazard zones occur in the vicinity of the project site. Thus, the project would have no impact in regard to fault rupture hazards.

- ii) *Strong seismic ground shaking?*

Less Than Significant Impact. Although the project area is not located in an Alquist-Priolo earthquake hazard zone, major seismic events occurring in adjacent areas, especially the San Francisco Bay Area, could cause the project site to experience ground shaking. The proposed project will not result in the development of habitable structures or other development that would typically cause an increase in population which could be adversely affected by seismic ground shaking. The proposed project would widen and improve an existing roadway to accommodate approved development in the project area. The roadway improvements would be designed in accordance with the City of Rancho Cordova Improvement Standards and Standard Construction Specifications, which would ensure they are constructed to withstand anticipated seismic forces for the area.

- iii) *Seismic-related ground failure, including liquefaction?*

3.0 INITIAL STUDY CHECKLIST

No Impact. Liquefaction is most likely to occur in deposits of water-saturated alluvium or similar deposits of artificial fill. The project site is underlain by Red Bluff loam and Redding gravelly loam, which are well drained and moderately well drained soils. Additionally, the depth to the groundwater table and aquifer system in the City's Planning Area is generally found to be greater than 50 feet (City of Rancho Cordova 2006b). The potential for liquefaction in the project area is considered to be low based on the soil types, depth to groundwater, and ground shaking potential in the city.

iv) Landslides?

No Impact. The project site and vicinity are relatively flat. The possibility of landslide is unlikely, as there are no topographical features in the vicinity of the project site that would create a risk of exposure to landslide.

b) Result in substantial soil erosion or the loss of topsoil?

Less Than Significant Impact. Project construction would involve soil-disturbing activities such as land clearing, grading, paving, and landscaping that could result in erosion. Slopes in the Rancho Cordova Planning Area range from 0 to 8 percent, and project improvements would be constructed on a relatively flat surface. Construction activities associated with the proposed project may result in short-term wind-driven erosion of soils. The proposed project would comply with the City's Land Grading and Erosion Control Ordinance (Title 16, Chapter 16.44 of the Municipal Code) that establishes procedures to minimize erosion, sediment, dust, and other pollutant runoff during construction activities. The project would be required to comply with the National Pollutant Discharge Elimination System (NPDES) General Construction permitting process, which would include implementation of a stormwater pollution prevention plan (SWPPP) that includes best management practices (BMPs) to protect water quality. Examples of typical construction best management practices in SWPPPs include using temporary mulching, seeding, or other suitable stabilization measures to protect uncovered soils; storing materials and equipment to ensure spills or leaks cannot enter the storm drain system or surface water; developing and implementing a spill prevention and cleanup plan; installing traps, filters, or other devices at drop inlets to prevent contaminants from entering storm drains; and using barriers, such as straw bales or plastic, to minimize the amount of uncontrolled runoff that could enter drainages and surface waters. The discharger must also install structural controls, such as sediment control, as necessary, which would constitute Best Available Technologies to achieve compliance with water quality standards. Compliance with these requirements would ensure that site development activities do not result in the movement of unwanted material into waters on or off the project site.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

Less Than Significant Impact. The project site is located on relatively flat terrain in an area not known to be susceptible to landslides, lateral spreading, subsidence, liquefaction, or collapse. For these reasons, the proposed project would have a less than significant impact.

d) Be located on expansive soil, as defined in Section 1803.5.3 of the 2013 California Building Code, creating substantial risks to life or property?

Less Than Significant Impact. Expansive soils contain significant amounts of clay particles that swell considerably when wetted and shrink when dried. Foundations, pavement, and underground utilities installed in these soils are subjected to large uplifting forces caused by the swelling. Red Bluff loam soils, which underlie a portion of the project site, have a moderate to high shrink-swell potential (USDA-NRCS 2015; City of Rancho Cordova 2006b). Thus, without proper measures taken, heaving and cracking of the proposed roadway, infrastructure, and frontage improvements could result. However, the proposed project has been designed by a registered engineer in accordance with the City of Rancho Cordova Improvement Standards and Standard Construction Specifications and in consideration of the underlying soil conditions, which would ensure there would not be substantial risks to life or property.

- e) *Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?*

No Impact. The project does not propose the use or construction of septic tanks or alternative wastewater disposal systems. Such facilities are not needed, as the project would be limited to roadway improvements.

- f) *Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?*

Less Than Significant Impact. Paleontological resources include fossil remains, as well as fossil localities and formations that have produced fossil material in other nearby areas. According to the City of Rancho Cordova General Plan Draft EIR (2006b), a search of the University of California Museum of Paleontology collections database did not identify any evidence of significant paleontological resources in the Rancho Cordova Planning Area and the area does not appear to be sensitive for the presence of paleontological resources. Consequently, this would be considered a less than significant impact.

SECURITY PARK DRIVEWAY OPTION

The driveway would be susceptible to the same seismic and soils hazards as the project, and no aspects of the design would require special engineering methods. Construction activities to remove the existing driveway and construct the new driveway would result in ground disturbance that would be a potential source of erosion. Like the project, driveway construction would be required to comply with the City's Land Grading and Erosion Control Ordinance and implement a SWPPP and best management practices to control erosion. Therefore, the addition of the driveway option would not result in any substantial change in the less than significant geology and soils impacts identified for the proposed project.

3.0 INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
3.7. GREENHOUSE GAS EMISSIONS. Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

ENVIRONMENTAL SETTING

Since the early 1990s, scientific consensus holds that the world's population is releasing greenhouse gases (GHGs) faster than the earth's natural systems can absorb them. These gases are released as byproducts of fossil fuel combustion, waste disposal, energy use, land use changes, and other human activities. This release of gases, such as carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O), creates a blanket around the earth that allows light to pass through but traps heat at the surface, preventing its escape into space. While this is a naturally occurring process known as "the greenhouse effect," human activities have accelerated the generation of GHGs beyond natural levels. The overabundance of GHGs in the atmosphere has led to a warming of the earth and has the potential to severely impact the earth's climate system.

While often used interchangeably, there is a difference between the terms "climate change" and "global warming." According to the National Academy of Sciences, climate change refers to any significant, measurable change of climate lasting for an extended period of time that can be caused by both natural factors and human activities. Global warming, on the other hand, is an average increase in the temperature of the atmosphere caused by increased GHG emissions. Use of the term "climate change" is becoming more prevalent because it encompasses all changes to the climate, not just temperature.

To fully understand global climate change, it is important to recognize the naturally occurring greenhouse effect and to define the GHGs that contribute to this phenomenon. Various gases in the earth's atmosphere, classified as atmospheric GHGs, play a critical role in determining the earth's surface temperature. Solar radiation enters the earth's atmosphere from space and a portion of the radiation is absorbed by the earth's surface. The earth emits this radiation back toward space, but the properties of the radiation change from high-frequency solar radiation to lower-frequency infrared radiation. Greenhouse gases, which are transparent to solar radiation, are effective in absorbing infrared radiation. As a result, this radiation that otherwise would have escaped back into space is now retained, resulting in a warming of the atmosphere. This phenomenon is known as the greenhouse effect. Among the prominent GHGs associated with land use development that are contributing to the greenhouse effect are CO₂, CH₄, and N₂O.

Each GHG differs in its ability to absorb heat in the atmosphere based on the lifetime, or persistence, of the gas molecule in the atmosphere. For instance, methane traps over 21 times more heat per molecule than CO₂, and N₂O absorbs 310 times more heat per molecule than CO₂. Often, estimates of GHG emissions are presented in carbon dioxide equivalents (CO₂e), which weighs each gas by its global warming potential (GWP). Expressing GHG emissions in

CO₂e takes the contribution of all GHG emissions to the greenhouse effect and converts them to a single unit equivalent to the effect that would occur if only CO₂ were being emitted.

REGULATORY SETTING

California has adopted various administrative initiatives and also enacted a variety of legislation relating to climate change, much of which sets aggressive goals for GHG emissions reductions in the state. The most important initiative is the California Global Warming Solutions Act of 2006 (AB 32) (Health and Safety Code Sections 38500, 38501, 28510, 38530, 38550, 38560, 38561–38565, 38570, 38571, 38574, 38580, 38590, 38592–38599), which was signed into law in September 2006 after considerable study and expert testimony before the legislature. The law instructs CARB to develop and enforce regulations for the reporting and verifying of statewide GHG emissions. The act directed CARB to set a GHG emission limit based on 1990 levels, to be achieved by 2020. The adoption of AB 32 provided a clear mandate that climate change should be included in the environmental review process for development proposals.

Senate Bill (SB) 375 (codified at Government Code and Public Resources Code²), signed in September 2008, provides for a new planning process to coordinate land use planning, regional transportation plans, and funding priorities in order to help California meet the GHG reduction goals established in AB 32. SB 375 requires metropolitan planning organizations (MPOs) to incorporate a sustainable communities strategy in their regional transportation plans that will achieve GHG emissions reduction targets by reducing vehicle miles traveled from light-duty vehicles through the development of more compact, complete, and efficient communities. The MPO with jurisdiction in the project area is SACOG. As noted previously, the project is identified in SACOG's Metropolitan Transportation Plan/Sustainable Communities Strategy.

DISCUSSION OF IMPACTS

- a) *Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*

Less Than Significant Impact. Implementation of the proposed project would result in short-term emissions from construction activities at the project site. Emissions resulting from construction of the proposed project are presented in **Table 3.7-1**. As shown in **Table 3.7-1**, construction associated with the proposed project could produce an additional 290 metric tons of CO₂e. The SMAQMD significance threshold for CO₂e is 1,100 metric tons per year; thus, the proposed project would not exceed the SMAQMD significance threshold for GHG emissions. Once construction of the proposed traffic facility improvements is complete, the generation of GHG emissions would cease.

TABLE 3.7-1
PROJECT CONSTRUCTION GHG EMISSIONS – METRIC TONS PER YEAR

Construction Phase	CO ₂ e
Construction Total	290
SMAQMD Potentially Significant Impact Threshold	1,100
Exceeds SMAQMD Threshold?	No

Source: Emissions modeled by Michael Baker International using the CalEEMod computer program. See **Appendix B** for modeling outputs.

² Senate Bill 375 is codified at Government Code Sections 65080, 65400, 65583, 65584.01, 65584.02, 65584.04, 65587, 65588, 14522.1, 14522.2, and 65080.01 as well as Public Resources Code Sections 21061.3 and 21159.28 and Chapter 4.2.

3.0 INITIAL STUDY CHECKLIST

The proposed project will not include the provision of new permanent stationary or mobile sources of emissions. Therefore, by its very nature, the project will not generate quantifiable GHG emissions from project operations. In addition, roadway improvements do not directly generate vehicle trips, a predominant source of GHG emissions. Rather, vehicle trips are generated by land use changes that may be indirectly influenced by transportation improvements. The proposed improvements would provide improved traffic operations on Douglas Road. Once the proposed improvements are implemented, there will be no resultant increase in automobile trips to the area because a widened Douglas Road will not require daily visits. For these reasons, impacts are considered less than significant.

- b) *Conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?*

Less Than Significant Impact. The proposed project is consistent with SACOG's Metropolitan Transportation Plan/Sustainable Communities Strategy, which, among other goals, is intended to reduce traveler time spent in congestion and reduce GHG emissions. The project is subject to compliance with AB 32, which is a legal mandate requiring that statewide GHG emissions be reduced to 1990 levels by 2020. In adopting AB 32, the State Legislature determined the necessary GHG reductions for California to make in order to sufficiently offset its contribution to the cumulative climate change problem to reach 1990 levels. AB 32 is the only legally mandated requirement for the reduction of GHG emissions. As such, compliance with AB 32 is the adopted basis on which a lead agency can base its significance threshold for evaluating the project's GHG impacts. As identified above, the proposed project would not surpass the SMAQMD greenhouse gas significance threshold of 1,100 metric tons per year of CO₂e, which was developed with the purpose of complying with the requirements of AB 32. SMAQMD thresholds were developed based on substantial evidence that such thresholds represent quantitative levels of GHG emissions, compliance with which means that the environmental impact of the greenhouse gas emissions will normally not be cumulatively considerable under CEQA. Compliance with such thresholds will be part of the solution to the cumulative GHG emissions problem, rather than hinder the State's ability to meet its goals of reduced statewide GHG emissions under AB 32. Therefore, the proposed project would not conflict with AB 32, and there is no significant impact.

SECURITY PARK DRIVEWAY OPTION

Removal of the existing driveway and construction of the new driveway would involve the use of heavy equipment, which would be a source of GHG emissions. However, emissions would be negligible due to the small disturbance footprint. Project emissions are well below the SMAQMD threshold, and the addition attributable to the driveway option would not increase GHG emissions to levels that would exceed the threshold. Therefore, the addition of the driveway option would not result in any substantial change in the less than significant greenhouse gas impacts identified for the proposed project.

EXHIBIT A
3.0 INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
3.8. HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☒	☐
e) For a project located within an airport land use plan area or, where such a plan has not been adopted, within 2 miles of a public airport or a public use airport, result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
g) Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
h) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☒	☐

ENVIRONMENTAL SETTING

According to the State Water Resources Control Board's (SWRCB) GeoTracker website (2015), the area immediately north of the current Douglas Road corridor contains numerous hazardous material contamination sites. This area is part of the Rio Del Oro Specific Plan area, which has a history of hazardous materials use, including gold dredging, rocket testing, and disposal of treated groundwater. The Rio Del Oro Specific Plan EIR/EIS (City of Rancho Cordova 2006c) identified those portions of the Specific Plan area that will require further evaluation and remediation prior to development. None of these areas are located within or adjacent to the project site. Additionally, the Draft EIR/EIS concluded that based on previous studies, the dredge tailings present in the Specific Plan area do not contain toxic levels of trace elements (such as mercury).

3.0 INITIAL STUDY CHECKLIST

Mather Airport, located approximately 2.5 miles west of the project site, is the nearest public use airport facility to the project site. There are no private airstrips in the vicinity of the project site.

DISCUSSION OF IMPACTS

- a) *Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*

Less Than Significant Impact. The proposed project would not include the routine transport, use, or disposal of hazardous materials that could create a significant hazard to the public. Hazardous materials (such as oil, fuel, and solvents) would be used during construction activities for minor equipment maintenance. All equipment fueling and major maintenance activities would be performed off-site. Any use of hazardous materials would be in compliance with all applicable local, state, and federal standards associated with the handling of hazardous materials, which would minimize the potential for exposure and hazards. The Rancho Cordova General Plan EIR (2006b) found that implementation of Rancho Cordova General Plan policies and associated action items, as well as adherence to all federal, state, and local regulations regarding the transport of hazardous materials, would reduce impacts associated with the routine transportation of hazardous materials on Planning Area roadways to less than significant. As noted previously, the widening of Douglas Road was assumed as part of General Plan buildout. Consequently, risks associated with hazardous materials transport, use, and disposal would be less than significant.

- b) *Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

Less Than Significant Impact. As described previously, the area north of the project site contains sites with known hazardous materials contamination. However, none of these sites is located within or adjacent to the project site. Additionally, the Rio Del Oro Specific Plan Draft EIR/EIS concluded that the dredge tailings present in the Specific Plan area do not contain toxic levels of trace elements (such as mercury). Therefore, it is not anticipated that project construction workers could be exposed to any soil contamination. Furthermore, construction workers would not be exposed to contaminated groundwater, as project-related excavation activities would not reach groundwater levels in the project area, which typically range between 50 and 160 feet below the ground surface (City of Rancho Cordova 2006c, p. 3.13-19). There are no structures on the project site requiring demolition, so workers would not be exposed to hazardous building materials, such as asbestos or lead paints. Therefore, the project would not expose workers, the public, or the environment to a significant hazard through reasonably foreseeable upset and accident conditions.

- c) *Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

No Impact. There are no existing or proposed schools within one-quarter mile of the project site. The closest schools to the project site are Bright Beginnings Preschool and Childcare, located approximately 0.5 mile south of the project site, and Sunrise Elementary School, located approximately 0.75 mile southwest of the project site.

3.0 INITIAL STUDY CHECKLIST

- d) *Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

Less Than Significant Impact. The provisions of Government Code Section 65962.5 are commonly referred to as the Cortese List. As described previously, the area immediately north of Douglas Road is located within the Rio Del Oro Specific Plan area, which is identified on multiple hazardous materials contamination databases. However, as described in the discussion for Issue b), the portion of the Specific Plan area included in the project site does not contain any hazardous materials contamination. Furthermore, the project does not involve the construction of any habitable structures. Therefore, project implementation would not result in a significant hazard to the public or the environment.

- e) *For a project located within an airport land use plan area or, where such a plan has not been adopted, within 2 miles of a public airport or a public use airport, result in a safety hazard for people residing or working in the project area?*

No Impact. The nearest airport/airstrip to the project site is Mather Airport, located approximately 2.5 miles west of the project site. Thus, the project would not be located within 2 miles of an airport and is not within the Mather Airport Comprehensive Land Use Plan area (SACOG 1997). Furthermore, the project does not propose any habitable structures or features that would impact airport operations. The project would not result in any safety hazards related to airport operations.

- f) *For a project within the vicinity of a private airstrip, result in a safety hazard for people residing or working in the project area?*

No Impact. There are no private airstrips in the vicinity of the project site.

- g) *Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?*

Less Than Significant Impact. The City of Rancho Cordova implements the County of Sacramento emergency response program, including the County of Sacramento Emergency Operations Plan and the Sacramento County Evacuation Plan. The City will require the contractor to coordinate with local fire and police departments prior to any lane closures or detours, thereby minimizing potential interference with emergency response and evacuation during construction. Operation of the project roadway following construction would improve emergency access in the area.

- h) *Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?*

Less Than Significant Impact. Currently, the project site is surrounded by vacant land, consisting of annual grasslands, and suburban residential development. The City's General Plan Land Use Map identifies planned development north and south of the project site including residential and commercial land uses. Rancho Cordova is not located in a designated Fire Hazard Severity Zone (Cal Fire 2008). Furthermore, the proposed project consists of roadway improvements that will not result in new development which would induce population growth in the area. As described previously, the City will require the contractor to coordinate with local fire and police departments prior to any lane closures or detours to ensure continuous emergency access in the area. In the event of a fire, the

3.0 INITIAL STUDY CHECKLIST

Sacramento Metropolitan Fire District would provide fire and emergency services to the project area.

SECURITY PARK DRIVEWAY OPTION

Construction of the driveway option would involve the use of hazardous materials, and activities would be required to comply with applicable regulations, as described for the proposed project. The alignment for the driveway is in an undeveloped area between Douglas Road and the Security Park complex. While there are known sources of contamination in the vicinity of the project, they do not extend in this area. During construction of the driveway project, emergency access to the Security Park development and along Douglas Road will be maintained at all times. The City will require the contractor to coordinate with the fire and police departments prior to lane closures and detours. Therefore, the addition of the driveway option would not result in any substantial change in the less than significant hazards and hazardous materials impacts identified for the proposed project.

EXHIBIT A
3.0 INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
3.9. HYDROLOGY AND WATER QUALITY. Would the project:				
a) Violate any water quality standards or waste discharge requirements?	☐	☐	☒	☐
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☐	☒	☐
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	☐	☐	☒	☐
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☒	☐
f) Otherwise substantially degrade water quality?	☐	☐	☒	☐
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?	☐	☐	☐	☒
i) Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of a failure of a levee or dam?	☐	☐	☐	☒
j) Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒

ENVIRONMENTAL SETTING

The project site is located within the boundaries of the Lower American River watershed (Sacramento River Watershed Program 2013). The Lower American River watershed is included in the American River subregion of the larger Sacramento River watershed. The Lower American River watershed is the smallest watershed of the American River subregion, located at the subregion's southern edge. The project site is relatively flat and covers an area of well drained and moderately well drained soils. Douglas Road at the project site is lined by roadside ditches that collect stormwater runoff from the roadways.

3.0 INITIAL STUDY CHECKLIST

Groundwater

According to the hydrology component of the Rancho Cordova General Plan EIR, the project site is located within the boundaries of the Sacramento Valley Groundwater Basin and the South American (or Central Area) Subbasin (City of Rancho Cordova 2006b).

Floodplain

The project site is not located within a 100-year floodplain (City of Rancho Cordova 2006a).

REGULATORY SETTING

The State Water Resources Control Board (SWRCB) and the Regional Water Quality Control Boards (RWQCBs) enforce California statutes, which are equivalent to or more stringent than the federal statutes related to water quality. The RWQCBs are responsible for establishing water quality standards and objectives that protect the beneficial uses of various waters. In the project area, the Central Valley RWQCB is responsible for protecting surface waters and groundwater from both point sources of pollution (i.e., discharge from a pipe, ditch, or other well-defined source) and non-point sources (i.e., diffuse sources with no discernible distinct point of source, often referred to as runoff or polluted runoff from agriculture, urban areas, mining, construction sites, and other sites). The City of Rancho Cordova has a current NPDES General Permit, reissued by the Central Valley RWQCB in 2008, which regulates stormwater discharges associated with construction activities. Preparation of a stormwater pollution prevention plan would be required for this project to minimize polluted runoff during construction.

DISCUSSION OF IMPACTS

- a) *Violate any water quality standards or waste discharge requirements?*

Less Than Significant Impact.

Construction Water Quality Impacts

Proposed construction activities would disturb site soils, potentially resulting in soil erosion and sedimentation of downstream waterways. Additionally, construction activities would require the storage and use of hazardous materials and other urban pollutants such as gasoline, diesel fuel, oils, solvents, and trash, which could enter drainages and degrade downstream water quality and/or violate applicable water quality standards or waste discharge requirements.

The State Water Resources Control Board requires dischargers whose projects disturb 1 or more acres of soil, or whose projects disturb less than 1 acre but are part of a larger common plan of development that in total disturbs 1 or more acres, to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit 99-08-DWQ). Effective July 1, 2010, all dischargers are required to obtain coverage under the Construction General Permit Order 2009-0009-DWQ adopted on September 2, 2009. Construction activity subject to this permit includes clearing, grading, and disturbances to the ground such as stockpiling or excavation.

The Construction General Permit requires the development and implementation of a stormwater pollution prevention plan. The SWPPP should contain a site map that shows the construction site perimeter, existing and proposed buildings, lots, roadways,

stormwater collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The SWPPP must list best management practices (BMPs) the discharger will use to protect stormwater runoff and the placement of those BMPs. Additionally, the SWPPP must contain a visual monitoring program and a chemical monitoring program for “non-visible” pollutants to be implemented if there is a failure of the best management practices.

In addition, measures would be included in the grading plans to minimize erosion potential and water quality degradation of the project area in accordance with Rancho Cordova Municipal Code Title 16, Chapter 16.44, Land Grading and Erosion Control. Chapter 16.44 establishes administrative procedures, minimum standards for review, and implementation and enforcement procedures for controlling erosion, sedimentation, disruption of existing drainage, and related environmental damage caused by land clearing activities, grading, filling, and land excavation. Additionally, the State has published a set of BMPs for both pre- and post-construction periods, which would be applied to the project. The City would identify the appropriate BMPs for the proposed project. Compliance with the provisions of the best management practices and with Municipal Code Chapter 16.44 would reduce impacts associated with water quality standards and discharge requirements to a less than significant level.

Operational Water Quality Impacts

The proposed project consists of widening a segment of Douglas Road and constructing frontage improvements on its northern side. Impervious surface area would be increased on Douglas Road; thus, the types, quantities, and timing of contaminant discharges in stormwater runoff would be altered relative to existing conditions. The current configuration of the roadway includes a developed stormwater collection system on the south side of the roadway, including curb, gutter, and storm drain inlets. The north side of the roadway drains to undeveloped shoulders, with ditches in some portions of the alignment. The proposed project would include construction of curb, gutter, and storm drain inlets on the north side of the roadway and would connect to the existing storm drainage system established on the south side of the road.

The proposed project would be subject to the requirements of NPDES Stormwater Permit No. CAS617002, which requires that the City impose water quality and watershed protection measures for all roadways and drainage facilities and prohibits discharges from causing violations of applicable water quality standards or from resulting in conditions that create a nuisance or water quality impairment in receiving waters. The NPDES permit requires a stormwater pollution prevention plan to be developed and implemented and the SWPPP to identify best management practices for construction and operation in project design. Compliance with the City’s NPDES permit would reduce operational water quality impacts to a less significant level.

- b) *Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?*

Less Than Significant Impact. The proposed project involves the widening of a segment of Douglas Road and construction of improvements on its northern side. These improvements would increase the overall impervious surface area within the site, which

3.0 INITIAL STUDY CHECKLIST

will alter the rate of infiltration at the project site. However, given the size of the project, impacts to groundwater recharge would not be substantial. Furthermore, the project would have no long-term water demand that could contribute to a depletion of the region's groundwater supplies.

- c) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?*

Less Than Significant Impact. The proposed project would not result in the alteration of the course of a stream or river. Widening Douglas Road would result in an increase in impervious surface area; however, it would not substantially alter the existing drainage pattern of the project site, given that Douglas Road currently exists and the project would tie into the existing drainage system. Nonetheless, the proposed project would be required to implement appropriate BMPs to prevent erosion and control sedimentation during construction. Additionally, the proposed project would be subject to Chapter 16.44 of the City's Municipal Code, which establishes administrative procedures, minimum standards for review, and implementation and enforcement procedures for controlling erosion, sedimentation, disruption of existing drainage, and related environmental damage caused by land clearing activities, grading, filing, and land excavation. Compliance with the provisions of the BMPs and with Municipal Code Chapter 16.44 would reduce impacts associated with erosion and siltation to a less than significant level.

- d) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?*

Less Than Significant Impact. The proposed project consists of widening a segment of Douglas Road and construction of improvements along its northern side, which would result in minimal alteration of the site's existing drainage pattern. The resulting increase in impervious surface area may result in an increase in the rate or amount of surface runoff from the project site. However, this increase would not be substantial such that it would result in flooding on- or off-site. No streams or rivers would be altered as a result of the proposed project.

- e) *Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?*

Less Than Significant Impact. The project proposes to widen Douglas Road and construct frontage improvements on its northern side including curb, gutter, and sidewalk. Thus, the project would result in an increase in impervious surface area. The segment of Douglas Road proposed for widening and improvement is currently lined by a roadside ditch that collects stormwater runoff from the roadway. The proposed additional lane and frontage improvements would add new pavement in the project area, but would not be expected to substantially increase runoff. The anticipated increase in runoff would not exceed the capacity of existing or planned stormwater drainage systems. Compliance with the provisions of the BMPs and with Municipal Code Chapter 16.44 would reduce impacts associated with water quality to a less than significant level.

- f) *Otherwise substantially degrade water quality?*

3.0 INITIAL STUDY CHECKLIST

Less Than Significant Impact. Refer to the discussion of Issue a). The project is not anticipated to substantially degrade water quality once completed and implementation of the City's NPDES permit occurs.

- g) *Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?*

No Impact. The project site is not located within a 100-year flood hazard area (City of Rancho Cordova 2006a) and the project does not propose the construction of any housing.

- h) *Place structures within a 100-year flood hazard area that would impede or redirect flood flows?*

No Impact. Refer to discussion of Issue g). The proposed project is not located within a 100-year flood hazard area.

- i) *Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of a failure of a levee or dam?*

No Impact. The proposed project site is located outside the Sacramento Levee flood risk area and the Folsom Dam flood risk area (DWR 2011). Therefore, in the event of a levee or dam failure, the project would not expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of a failure of a levee or dam.

- j) *Inundation by seiche, tsunami, or mudflow?*

No Impact. The project site is not located near any ocean coast or seiche hazard areas and would not involve the development of residential or other sensitive land uses in or near these areas. Therefore, the project would not expose people to potential impacts involving seiche or tsunami. Furthermore, the project area is essentially flat and is not at risk of inundation from mudflow.

SECURITY PARK DRIVE OPTION

The driveway would be developed north of Douglas Road at Borderlands Drive through an undeveloped area connecting to Tailings Drive in the Security Park complex. This area is not at risk of flood hazards. There would be little, if any, change in impervious surface that would alter groundwater recharge potential, change drainage patterns, or create additional stormwater runoff because this option would remove the existing at-grade driveway and replace it with a similar facility. Removal of the existing driveway, construction of the new driveway, and improvements at Tailings Road to conform the new driveway would disturb site soils, potentially resulting in soil erosion and sedimentation of downstream waterways. Additionally, construction activities would require the storage and use of hazardous materials. Identical to the proposed project, the potential for water quality degradation as a result of construction activities would be minimized through implementation of the City's Land Grading and Erosion Control Ordinance, a SWPPP, and best management practices to control pollutants in construction site stormwater runoff. Therefore, the addition of the driveway option would not result in any substantial change in the less than significant water quality impacts identified for the proposed project.

3.0 INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
3.10. LAND USE AND PLANNING. Would the project:				
a) Physically divide an established community?	☐	☐	☐	☒
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒

ENVIRONMENTAL SETTING

The project site consists of a 6,800-foot segment of Douglas Road between Rancho Cordova Parkway and Americanos Boulevard in eastern Rancho Cordova. Currently, land north of the project site is primarily vacant and planned for future wetland preservation as part of the Rio Del Oro Specific Plan. Land north of the eastern portion of the project site is currently developed as a security park or planned for future industrial park development. Land south of the project site has been developed or is planned for future residential development as part of the SunRidge Specific Plan. The Sacramento County General Plan Land Use Diagram identifies land east of Grant Line Road at the project site as agricultural cropland (Sacramento County 2011). Improvements to Douglas Road were envisioned in both the City of Rancho Cordova General Plan and the Rio Del Oro Specific Plan.

DISCUSSION OF IMPACTS

a) *Physically divide an established community?*

No Impact. The project proposes to widen an existing roadway and construct associated frontage improvements in accordance with the City's General Plan Circulation Element. The proposed improvements are anticipated to improve pedestrian access and safety in the project area. The project would not physically divide the surrounding community.

b) *Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?*

No Impact. The proposed project would require right-of-way acquisition along Douglas Road to widen and improve the roadway within the project site. Both the Rancho Cordova General Plan and the Rio Del Oro Specific Plan assumed the widening of Douglas Road to six lanes to accommodate planned development. Therefore, the project would be consistent with applicable land use plans.

- c) *Conflict with any applicable habitat conservation plan or natural community conservation plan?*

No Impact. Currently, no habitat conservation plans or natural community conservation plans are in place in the project region or applicable to the project site. The South Sacramento Habitat Conservation Plan is a planned conservation plan that will cover Rancho Cordova, including the project location. However, the plan has not yet been adopted.

SECURITY PARK DRIVEWAY OPTION

Under this option, the driveway that provides access to the Security Park development would be relocated slightly east, with the alignment through an undeveloped area connecting to the eastern alignment of Tailings Road. It would provide continued access to the Security Park development. There would be no changes to Borderlands Drive south of Douglas Road where there is residential development. No physical division of an existing community would occur. The driveway would be consistent with existing roadway infrastructure and would not require or result in changes in land use. There would be no land use impacts.

3.0 INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
3.11. MINERAL RESOURCES. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒

ENVIRONMENTAL SETTING

The Surface Mining and Reclamation Act of 1975 (SMARA) requires the State Geologist to inventory and classify selected mineral resources in California. Historically, minerals such as pumice, gold, construction aggregate, kaolin clay, and common clay have been extracted in the region. More recently, the Rancho Cordova Planning Area has seen mineral extraction for coarse gravel construction aggregates and clay. The two mining operations in the city limits and the five mining operations in the larger Planning Area are not located within or near the project area.

DISCUSSION OF IMPACTS

- a) *Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*

No Impact. The project site is not located in a mineral resource zone (City of Rancho Cordova 2006b). No impact would occur related to the availability of a known mineral resource that would be of value to the region and the residents of the state.

- b) *Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?*

No Impact. There are no active mining operations in the vicinity of the project site that would be adversely impacted by the project. Therefore, the proposed project would not result in the loss of availability of a locally important mineral resource recovery site.

SECURITY PARK DRIVEWAY OPTION

The area where the driveway could be constructed is in an area immediately north of Douglas Road where there are no mining operations and is not in a mineral resource zone. Identical to the proposed project, there would be no impact.

EXHIBIT A
3.0 INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
3.12. NOISE. Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance or of applicable standards of other agencies?	☐	☐	☒	☐
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
e) For a project located within an airport land use plan area or, where such a plan has not been adopted, within 2 miles of a public airport or a public use airport, exposure of people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, exposure of people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

ENVIRONMENTAL SETTING

The project site is located in the eastern portion of Rancho Cordova. The area north of the site is undeveloped with the exception of Security Park within which buildings are set back from Douglas Road more than 500 feet. The area south of the site is developed as a suburban residential neighborhood with a continuous sound wall along its Douglas Road frontage. Motor vehicle traffic is the primary contributor to the existing noise environment at the project site and in the surrounding area. Typical noise-sensitive land uses include receptors such as residences, parks, schools, and/or hospitals.

DISCUSSION OF IMPACTS

- a) *Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance or of applicable standards of other agencies?*

Less Than Significant Impact. The proposed project consists of widening a segment of Douglas Road and constructing associated frontage improvements along the northern side of the roadway. The area north of the project site contains undeveloped grassland and Security Park to the northeast, where are set back from the roadway more than 500 feet. Much of the undeveloped area to the north is planned for residential development. The area south of the project site is largely developed as a suburban residential neighborhood, separated from the project area by a sound wall.

3.0 INITIAL STUDY CHECKLIST

Construction noise typically occurs intermittently and varies depending on the nature or phase (e.g., demolition/land clearing, grading, and excavation) of construction. Noise generated by construction equipment, including earth movers, material handlers, and portable generators, can reach high levels. Typical noise levels for individual pieces of construction equipment are summarized in **Table 3.12-1**.

TABLE 3.12-1
CONSTRUCTION EQUIPMENT NOISE LEVELS

Equipment	Noise Level (dBA L_{max} at 50 feet)
Bulldozers	82
Heavy Trucks	81
Backhoe	78
Pneumatic Tools	85
Concrete Pump	81
Loader	79
Roller	80
Compressor	78
Crane	81
Drill Rig	79
Paver	77
Hoe Ram	90

Source: FHWA 2008

During construction, noise from equipment would cause short-term localized increases in ambient noise levels. The actual noise levels at any particular location would depend on a variety of factors, including the type of construction equipment or activity involved, distance to the source of the noise, obstacles to noise that exist between the receptor and the source, time of day, and similar factors. The project's work hours will comply with the City's Noise Ordinance (Municipal Code Title 6, Chapter 6.68) and with Policy N.1.2 as identified in the Rancho Cordova General Plan (2006a). Because noise increases during construction will be temporary, intermittent, and limited to the permitted hours as specified in the City's Noise Ordinance and General Plan, and because of the presence of a sound wall protecting the only sensitive receptors in the project area, impacts would be less than significant.

- b) *Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?*

Less Than Significant Impact. Minor groundborne vibrations and noise could result from proposed grading and excavation activities. However, the use of unusual grading equipment or blasting that would result in the creation of excessive groundborne vibration is not anticipated to be required for the proposed project. While some localized vibrations may occur, such vibrations are expected to be minor and would not affect the closest sensitive receptors, the residential neighborhood south of the site. Once the project's construction phase is complete, no excessive ground vibrations or noises are expected to occur.

- c) *A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?*

Less Than Significant Impact. The proposed project consists of widening an existing roadway and construction of associated frontage improvements. The project is intended to accommodate anticipated traffic generated by the approved development projects in the area but would not generate traffic in and of itself. The Rancho Cordova General Plan EIR assumed widening of Douglas Road and predicted noise levels of 66 dBA at 100 feet from the centerline along this segment in the cumulative scenario. The Rio Del Oro Specific Plan EIR/EIS predicted noise levels of approximately 72 dBA at 50 feet from the centerline along this segment in the cumulative scenario, which is generally consistent with assumptions for the General Plan. Developments in the vicinity of the project, including those in the Rio Del Oro Specific Plan area and the SunRidge Specific Plan area, considered noise levels along this roadway segment in their development plans. As noted previously, existing development on the south side of Douglas Road has constructed sound walls to reduce the effects of noise from Douglas Road. Rio Del Oro Specific Plan EIR/EIS mitigation measure MM 3.16-5 requires acoustical studies to develop noise attenuation measures for any proposed construction of on-site noise-sensitive land uses. Future development to the north would similarly incorporate design features, such as buffers or sound walls, to prevent exposure of sensitive receptors to noise levels in excess of noise standards. The proposed project would not result in noise levels that exceed those anticipated from development in the area.

- d) *A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?*

Less Than Significant Impact. Refer to discussion of Issue a). During construction, temporary increases in ambient noise levels would occur in the vicinity of the project site. The area north of the site is undeveloped with the exception of a security park within which buildings are set back from Douglas Road by more than 500 feet. The area south of the site that is developed as a suburban residential neighborhood is behind a continuous sound wall. Project construction noise would be intermittent, temporary, and limited to daytime hours in accordance with the City's Noise Ordinance (Municipal Code Title 6, Chapter 6.68) and with Policy N.1.2 as identified in the Rancho Cordova General Plan. Thus, project construction noise would not substantially affect nearby receptors.

- e) *For a project located within an airport land use plan area or, where such a plan has not been adopted, within 2 miles of a public airport or a public use airport, exposure of people residing or working in the project area to excessive noise levels?*

No Impact. The nearest airport to the project site is Mather Airport, which is a public use airport facility located approximately 2.5 miles west of the project site. The project is a road project that is not sensitive to noise and it would not be exposed to excessive noise levels from this airport.

- f) *For a project located within the vicinity of a private airstrip, exposure of people residing or working in the project area to excessive noise levels?*

No Impact. There are no private airstrips in the project vicinity.

3.0 INITIAL STUDY CHECKLIST

SECURITY PARK DRIVEWAY OPTION

Removal of the existing driveway, installation of the new driveway, and improvements to connect to Security Park Drive would generate noise during construction. The types of equipment would be the same as the proposed project. Identical to the proposed project, construction noise would be intermittent, temporary, and limited to daytime hours in accordance with the City's Noise Ordinance (Municipal Code Title 6, Chapter 6.68) and with Policy N.1.2 as identified in the Rancho Cordova General Plan. Construction noise would not substantially affect nearby receptors. The addition of the driveway option would not result in any substantial change in the less than significant noise impacts identified for the proposed project.

EXHIBIT A
3.0 INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
3.13. POPULATION AND HOUSING. Would the project:				
a) Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

ENVIRONMENTAL SETTING

Rancho Cordova is expected to experience significant population growth into the year 2030. The city began to develop at an increasing rate as a result of an increase of jobs in Sacramento County, and in 2003, Rancho Cordova became the 478th incorporated city in California. The Rancho Cordova General Plan EIR (2006b) estimates a 3.9 percent annual increase in population to occur between 2005 and 2025, with an estimated population of 169,081 in the year 2025. According to the California Department of Finance's (2015) City/County Population Estimates, as of January 1, 2015, the city had a total population of 162,899.

DISCUSSION OF IMPACTS

- a) *Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?*

No Impact. The proposed project does not include the construction of any new homes or businesses, nor does it include the extension or construction of new roadways that could potentially induce growth. Furthermore, both the Rancho Cordova General Plan and the Rio Del Oro Specific Plan assumed the widening of Douglas Road to six lanes to accommodate planned development. There would be jobs associated with the construction of the road improvements, but these would be short term and unlikely to result in any substantial growth in the population of the city. Thus, the project would not directly or indirectly induce substantial population growth above that which is anticipated from development in the area.

- b) *Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?*

No Impact. The proposed project is limited to roadway improvements and would not displace any residential structures.

3.0 INITIAL STUDY CHECKLIST

- c) *Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?*

No Impact. The proposed project is limited to roadway improvements and would not displace any people.

SECURITY PARK DRIVEWAY OPTION

The driveway would connect Borderlands Drive to Tailings Drive through an undeveloped area within Security Park. It would continue to provide access to the existing nonresidential development only and would not extend to any other undeveloped location. Identical to the proposed project, this option would not result in displacement of people or housing or growth inducement. There would be no impact.

EXHIBIT A
3.0 INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
3.14. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:				
a) Fire protection?	☐	☐	☒	☐
b) Police protection?	☐	☐	☒	☐
c) Schools?	☐	☐	☐	☒
d) Parks?	☐	☐	☐	☒
e) Other public facilities?	☐	☐	☐	☒

ENVIRONMENTAL SETTING

The City of Rancho Cordova receives general public safety and law enforcement services from the Rancho Cordova Police Department, contracted through the Sacramento County Sheriff's Department. Fire protection and emergency medical response services in the city are provided by the Sacramento Metropolitan Fire District. Four school districts in the Rancho Cordova Planning Area provide educational services: Folsom Cordova Unified School District, Elk Grove Unified School District, Sacramento City Unified School District, and San Juan Unified School District (City of Rancho Cordova 2006b). The nearest schools to the proposed project are Bright Beginnings Preschool and Childcare, located approximately 0.5 mile south of the project site, and Sunrise Elementary School, located approximately 0.75 mile southwest of the project site. The nearest park is a small neighborhood park in the residential neighborhood south of the project site. The City maintains the public facilities, including those intended for bicycle and pedestrian uses.

DISCUSSION OF IMPACTS

a, b) *Fire protection, police protection?*

Less Than Significant Impact. Refer to the discussion of Issue 3.13(a). The project would not induce population growth or otherwise increase demand for fire protection or law enforcement services. The City will require the project contractor to coordinate with the fire and police departments prior to any lane closures or detours in order to maintain emergency access in the project area. No new or physically altered public facilities would be required.

c-e) *Schools, parks, other public facilities?*

No Impact. Refer to the discussion of Issue 3.13(a). The project would not induce population growth or otherwise increase student enrollment or the demand for recreational or other public services. No new or physically altered public facilities would be required.

3.0 INITIAL STUDY CHECKLIST

SECURITY PARK DRIVEWAY OPTION

A new driveway that would replace an existing driveway that provides access to Security Park and that would serve the same purpose would not result in the need for fire or police protection services. The City will require the project contractor to coordinate with the fire and police departments prior to any lane closures or detours in order to maintain emergency access in Security Park. Therefore, the addition of the driveway option would not result in any substantial change in the less than significant public services impacts identified for the proposed project.

EXHIBIT A
3.0 INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
3.15. RECREATION.				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Does the project include recreational facilities, or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	☐	☐	☐	☒

ENVIRONMENTAL SETTING

The City's General Plan (2006a) contains goals and policies established to conserve existing national, state, and regional recreation areas and to encourage development of additional recreational opportunities to meet Rancho Cordova's needs. There are no parks or other recreational facilities in the project vicinity. The nearest park is a small neighborhood park in the residential neighborhood south of the site.

DISCUSSION OF IMPACTS

- a, b) *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

Does the project include recreational facilities, or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

No Impact. Refer to discussion of Issue 13.3(a). The proposed project would not induce population growth or otherwise increase the use of existing parks or other recreational facilities. Furthermore, the project does not include or require the construction of any new or the expansion of any existing parks or recreational facilities.

SECURITY PARK DRIVEWAY OPTION

Replacement of the existing driveway with a new driveway connecting to Tailings Drive would have no impact on recreation facilities because none exist in the alignment. The driveway option would not induce population growth. There would be no impact on recreation facilities.

3.0 INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
3.16. TRANSPORTATION/TRAFFIC. Would the project:				
a) Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	☐	☐	☐	☒
b) Conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	☐	☐	☒	☐
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
e) Result in inadequate emergency access?	☐	☐	☒	☐
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	☐	☐	☐	☒

ENVIRONMENTAL SETTING

The project proposes to widen a 6,800-foot long segment of Douglas Road between Rancho Cordova Parkway and Americanos Boulevard. This segment currently consists of two travel lanes and a center turn lane. There are existing Class II bicycle lanes in both directions west of Security Park Drive. No bus stops or routes exist on Douglas Road in the vicinity of the project site. Douglas Road extends from Mather Boulevard in the Mather Reuse Area to Grant Line Road at the eastern Rancho Cordova city limits.

DISCUSSION OF IMPACTS

- a) *Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant*

components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

No Impact. The project would widen and improve Douglas Road, thus improving circulation and access in the project area. As noted previously, widening of Douglas Road was assumed in the City's General Plan Circulation Element and was assumed as part of the cumulative condition analysis in the Rio Del Oro Specific Plan EIR/EIS. Therefore, the project is consistent with the transportation planning for the city and would not conflict with other modes of transportation.

- b) *Conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?*

Less Than Significant Impact. Planned development north and south of Douglas Road will increase the population in the project area and the use of the Douglas Road corridor. The proposed project is intended to accommodate this future growth and improve traffic operations along this roadway segment. The project will not conflict with level of service standards, travel demand measures, or other established standards.

- c) *Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?*

No Impact. Mather Airport is a public use airport facility located approximately 2.5 miles west of the project site. The project would not induce growth or otherwise increase traffic levels at this or other area airports. Furthermore, the project does involve the construction of any tall structures that could interfere with air traffic patterns or cause substantial safety risks.

- d) *Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*

No Impact. The proposed project includes widening of a segment of Douglas Road and construction of associated frontage improvements along the northern side of the roadway. The proposed improvements would be designed in accordance with the City of Rancho Cordova Improvement Standards and Standard Construction Specifications to ensure they are designed properly and would not result in any hazards to motorists or pedestrians. The project would not result in any incompatible uses that could result in safety hazards.

- e) *Result in inadequate emergency access?*

Less Than Significant Impact. During construction of the proposed project, traffic handling may require temporary lane closures or detours. Emergency access through the project area will be maintained at all times. The City will require the contractor to coordinate with the fire and police departments prior to lane closures and detours. This impact is considered less than significant.

3.0 INITIAL STUDY CHECKLIST

- f) *Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?*

No Impact. The proposed project includes frontage improvements along the northern side of a segment of Douglas Road. These improvements would include construction of a new sidewalk. In addition, the project would extend the existing on-road bicycle lane currently present in a portion of the project site east to Americanos Boulevard. These improvements would be consistent with the City's General Plan Circulation Element and would improve pedestrian and bicycle circulation in the project area.

SECURITY PARK DRIVEWAY OPTION

There would be no increase in traffic volumes leading to Security Park on the new driveway because no development is proposed, and the driveway is intended only to replace the existing driveway. The optional driveway would align with Borderlands Drive to the south, which would eliminate the offset access points that currently exist. Access to Security Park would still be directly off Douglas Road, and the driveway would not create any design hazards (e.g., site distance). The driveway would include sidewalks, which would connect to the sidewalk on the north side of Douglas Road, which would improve pedestrian access to Security Park. No transit routes would be affected by the driveway relocation. During construction of the driveway project, emergency access to the Security Park development and along Douglas Road will be maintained at all times. The City will require the contractor to coordinate with the fire and police departments prior to lane closures and detours. The driveway option would have less than significant impacts or no impacts related to traffic and transportation, as identified for the proposed project.

EXHIBIT A
3.0 INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
3.17. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☐	☒
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒
c) Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☒	☐
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☒	☐
e) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand, in addition to the provider's existing commitments?	☐	☐	☐	☒
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☐	☒
g) Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☐	☒

ENVIRONMENTAL SETTING

Water

Water services within the city limits are currently supplied by four water providers: Golden State Water Company (American State Water Company), California American Water, Sacramento County Water, and City of Folsom Water District. The project site is located in the area served by the Golden State Water Company.

Wastewater Service

Wastewater services are provided by the Sacramento Regional County Sanitation District (SRCSD) in the urbanized portions of Sacramento County, such as in Rancho Cordova. The SRCSD is a publicly owned wastewater agency serving over one million people in the major Sacramento metropolitan area through its three contributing agencies: the City of Folsom, the City of Sacramento, and Sacramento County Sanitation District 1 (CSD-1). Service for the project area would be provided by CSD-1.

3.0 INITIAL STUDY CHECKLIST

Solid Waste Service

Solid waste collection and service in the city is under the jurisdiction of the Sacramento County Public Works Agency, Waste Management and Recycling. Solid waste collected within the city limits is typically delivered to Sacramento County's Kiefer Landfill, located at the intersection of Grant Line Road and Kiefer Boulevard. The Kiefer Landfill is the primary municipal solid waste disposal facility in Sacramento County. It is the only landfill facility in Sacramento County permitted to accept household waste from the public. Waste is accepted from the general public, businesses, and private waste haulers.

At present, the landfill, which comprises approximately 1,084 acres, is the only landfill in Sacramento County's jurisdiction that is permitted to accept solid waste for disposal. The Kiefer Landfill is classified as a major landfill, which is defined as a facility that receives more than 50,000 tons of solid waste per year (City of Rancho Cordova 2006b). The landfill has an estimated remaining capacity of 112,900,000 cubic yards and a projected closure date of 2064 (CalRecycle 2015).

Electrical, Telephone, and Natural Gas Services

The Sacramento Municipal Utility District (SMUD) provides electricity service within the Rancho Cordova city limits. The Pacific Gas and Electric Company (PG&E) also supplies electricity as well as natural gas to customers within the city limits. Telephone services in the city are provided by AT&T and SureWest.

DISCUSSION OF IMPACTS

- a) *Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?*

No Impact. The proposed project would be limited to roadway and frontage improvements and would not generate any wastewater or require wastewater treatment capacity. Therefore, the proposed project would not exceed the wastewater treatment requirements of the Central Valley Regional Water Quality Control Board.

- b) *Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

No Impact. The proposed project would be limited to roadway and frontage improvements and would not require a permanent water supply. Therefore, the proposed project would not require or result in the construction of new or expansion of existing water or wastewater treatment facilities.

- c) *Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

Less Than Significant Impact. The project would result in a negligible increase in impervious surface area and would not substantially increase stormwater runoff. Runoff currently drains to a roadside ditch along the northern side of the roadway. The proposed project would include construction of drainage inlets and an underground drainage line. The construction of these improvements is assumed as part of the project

description and is evaluated throughout this Initial Study. Potential impacts include temporary visual impacts, disturbance of biological and/or cultural resources, and temporary construction noise and/or traffic, which would be less than significant or reduced to less than significant with mitigation identified in this Initial Study. There would be no additional impacts associated with construction of drainage improvements.

- d) *Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?*

Less Than Significant Impact. Landscaping was assumed as part of approved developments to the north and south, so there would be no increase in water demand beyond that already assumed for approved development. There would be a temporary need for water during construction to control dust. However, no increase in demand for long-term water supply would be generated.

- e) *Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand, in addition to the provider's existing commitments?*

No Impact. The proposed roadway and frontage improvements do not include any uses that would generate wastewater. Therefore, the proposed project would not affect the capacity of the local wastewater treatment provider.

- f) *Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?*

No Impact. The proposed project would not require any demolition, so there would be no demolition debris generated. Solid waste generated during construction would be minimal. The Kiefer Landfill has a total capacity of 117.4 million cubic yards with a remaining capacity of 112.9 million cubic yards and an estimated closure date of 2064 (CalRecycle 2015). Given the substantial remaining capacity and limited solid waste generated by project construction, there would be sufficient permitted capacity to accommodate project-generated waste.

- g) *Comply with federal, state, and local statutes and regulations related to solid waste?*

No Impact. The proposed project does not include any components that would result in an increased demand for solid waste disposal and would be in compliance with federal, state, and local statutes and regulations related to solid waste.

SECURITY PARK DRIVEWAY OPTION

Removal of the existing driveway and development of the new driveway in another location would have minimal effect on stormwater runoff and storm drainage facilities because there would little change in the amount of roadway surface. Similar to the proposed project, impacts would be less than significant. All remaining impacts (water, wastewater, and solid waste) would be as described for the proposed project because operation of the new driveway would not require a permanent water supply, result in wastewater flows, or generate solid waste.

3.0 INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
3.18. MANDATORY FINDINGS OF SIGNIFICANCE				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of rare or endangered plants or animals, or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☒	☐	☐
c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

DISCUSSION OF IMPACTS

- a) *Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of rare or endangered plants or animals, or eliminate important examples of the major periods of California history or prehistory?*

Less Than Significant Impact With Mitigation Incorporated. As discussed in subsection 3.4, Biological Resources, project construction activities would directly and indirectly impact federally protected wetlands and may have an effect on special-status species and habitat. Implementation of mitigation measures **MM 3.4.1** through **MM 3.4.8d** would reduce the project's impacts to less than significant levels by ensuring vernal pool branchiopod habitat is mitigated, necessary permits are obtained, preconstruction surveys and construction worker awareness training is performed, sensitive habitat and species are avoided or protected, and potential impacts are mitigated in accordance with established regulations and/or standards, as appropriate.

The potential for discovery or disturbance of historical, archaeological, or paleontological resources or human remains is not anticipated. However, implementation of mitigation measures **MM 3.5.1** and **MM 3.5.2** (included in subsection 3.5, Cultural Resources, of this IS/MND) would reduce impacts to a less than significant level.

- b) *Does the project have impacts that are individually limited, but cumulatively considerable?*

Less Than Significant Impact With Mitigation Incorporated. CEQA Guidelines Section 15064(i) requires that a lead agency consider whether the cumulative impact of a project is significant and whether the effects of the project are cumulatively considerable. The assessment of the significance of the cumulative effects of a project must therefore be conducted in connection with the effects of past projects, other current projects, and probable future projects.

The proposed project would include improvements to Douglas Road that were anticipated in the General Plan and the General Plan EIR, as well as in the Rio Del Oro Specific Plan EIR/EIS. Because the proposed project would improve traffic circulation and operations on Douglas Road consistent with the goals and policies of the City of Rancho Cordova General Plan (2006a), the project would not make a significant contribution to cumulatively adverse impacts associated with existing or proposed development projects in the Rancho Cordova area beyond what was evaluated in the General Plan EIR and the Rio Del Oro Specific Plan EIR/EIS. Construction of the proposed project, along with other construction in Rancho Cordova and south Sacramento County, would contribute to cumulative environmental impacts. However, the proposed project's contribution would be minimal and would be mitigated to levels that would be less than cumulatively considerable with implementation of mitigation measures **MM 3.3.1** and **MM 3.3.2** to reduce air pollutant emissions during construction, **MM 3.4.1** through **MM 3.4.8d** to reduce impacts on special-status species and habitat and wetlands/waters of the United States, and **MM 3.5.1** and **MM 3.5.2** that address the potential for inadvertent discovery of previously unknown cultural resources. Impacts are considered less than significant.

- c) *Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?*

Less Than Significant Impact. During operation, the proposed project would not create a significant hazard to the public or the environment, as it would improve traffic circulation and bicycle access along Douglas Road. Construction of the proposed project will result in a temporary, periodic increase in ambient noise levels and greenhouse gas emissions. However, because noise and greenhouse gas emission increases during construction will be temporary, intermittent, and limited to daytime hours, this is considered a less than significant impact.

SECURITY PARK DRIVEWAY OPTION

As described in subsections 3.1 through 3.17 above, the driveway option would not result in new or substantially increased impacts or require new or additional mitigation beyond that identified. As such, it would not result in substantial environmental degradation, including reduction of fish and wildlife habitat or loss of cultural resources, would result in no cumulatively considerable impacts, and would not otherwise results in substantial adverse effects on people, either directly or indirectly.

3.0 INITIAL STUDY CHECKLIST

This page intentionally left blank

4.0 REFERENCES

EXHIBIT A
4.0 REFERENCES

- Cal Fire (California Department of Forestry and Fire Protection). 2008. *Sacramento County Very High Fire Hazard Severity Zones in LRA as Recommended by Cal Fire*.
- California Department of Finance. 2015. *E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change – January 1, 2014 and 2015*.
- CalRecycle (California Department of Resources Recycling and Recovery). 2015. Facility/Site Summary Details: Sacramento County Landfill (Kiefer) (34-AA-0001). <http://www.calrecycle.ca.gov/SWFacilities/Directory/34-AA-0001/Detail/>.
- CARB (California Air Resources Board). 2004. *Air Pollution Control at Construction Sites – Construction Guideline Air*.
- . 2013. Area Designation Map. <http://www.arb.ca.gov/desig/adm/adm.htm>.
- CGS (California Geological Survey). 2002. Simplified Fault Activity Map of California. Accessed August 27, 2015. http://www.conservation.ca.gov/cgs/information/Documents/Simplified_Fault_Activity_Map_8x10.pdf.
- . 2013. Alquist-Priolo Earthquake Fault Zones Map. Accessed August 27, 2015. <http://www.conservation.ca.gov/cgs/rghm/ap/Pages/Index.aspx>.
- City of Rancho Cordova. 2006a. *City of Rancho Cordova General Plan*. http://www.cityofranhocordova.org/ftp/large_docs/City%20of%20Rancho%20Cordova%20General%20Plan_UPDATED%20w.Adopted%20HE.pdf.
- . 2006b. *City of Rancho Cordova General Plan Draft Environmental Impact Report Volume 1*. http://www.cityofranhocordova.org/ftp/large_docs/Rancho%20Cordova%20OGP%20DEIR%20Vol%201_Normal.pdf.
- . 2006c. *Draft Environmental Impact Report/Environmental Impact Statement Rio Del Oro Specific Plan Project*.
- . 2014. *City of Rancho Cordova Zoning and Future Land*.
- . 2015. *City of Rancho Cordova Municipal Code*. Accessed August 27. <http://www.codepublishing.com/CA/ranchocordova/>.
- CNPS (California Native Plant Society). 2015. *Inventory of Rare, Threatened, and Endangered Plants* (online edition, v8-01a). Sacramento: CNPS. <http://www.rareplants.cnps.org/>.
- DOC (California Department of Conservation). 2013. *Sacramento County Williamson Act FY 2011/2012*.
- . 2014. *Sacramento County Important Farmland 2012*.
- DWR (California Department of Water Resources). 2011. *2012 Central Valley Flood Protection*.
- ECORP Consulting, Inc. 2016a. *Biological Resources Assessment, Douglas Road Widening Project, Sacramento County, California* (US Army Corps of Engineers regulatory number pending).

4.0 REFERENCES

- . 2016b. Information to Support Section 7 Consultation for Douglas Road Widening.
- . 2016c. Douglas Road Widening, City of Rancho Cordova, Sacramento County, California (US Army Corps of Engineers Regulatory Division SPK No. 2015-00947) – Additional Project Information.
- FHWA (Federal Highway Administration). 2008. Roadway Construction Noise Model (RCNM), Version 1.1. http://www.fhwa.dot.gov/environment/noise/construction_noise/rcnm/.
- SACOG (Sacramento Area Council of Governments). 1997. *Mather Airport Comprehensive Land Use Plan*.
- Sacramento County. 2011. Sacramento County General Plan Land Use Diagram. http://www.per.saccounty.net/PlansandProjectsIn-Progress/Documents/General%20Plan%202030/UPDATED_FINAL_DRAFT_W_Dark%29CITIES_SM_111613.pdf.
- Sacramento River Watershed Program. 2013. *American River Subregion*. <http://sacriver.org/aboutwatershed/roadmap/watersheds/american>.
- SMAQMD (Sacramento Metropolitan Air Quality Management District). 2008. *Sacramento Regional 8-Hour Ozone 2011 Reasonable Further Progress Plan*.
- . 2010. *PM₁₀ Implementation/Maintenance Plan and Re-Designation Request for Sacramento County*.
- . 2011. *Guide to Air Quality Assessment in Sacramento County*. <http://www.airquality.org/ceqa/ceqaguideupdate.shtml>.
- . 2013. *PM_{2.5} Implementation/Maintenance Plan and Redesignation Request for Sacramento PM_{2.5} Nonattainment Area*.
- SWRCB (State Water Resources Control Board). 2015. GeoTracker. <http://geotracker.waterboards.ca.gov/>.
- UAIC (United Auburn Indian Community of Auburn Rancheria). 2016. "RE: AB 52 Consultation Request for Proposed Douglas Road Widening Project, City of Rancho Cordova, CA." Letter from Gene Whitehouse, Chairman, to Bret Sampson, Environmental Coordinator, City of Rancho Cordova, dated July 14.
- USACE (US Army Corps of Engineers). 1987. *Corps of Engineers Wetland Delineation Manual. Technical Report Y-87-1*. Vicksburg, MS: USACE Waterways Experiment Station.
- . 2007. *Jurisdictional Determination Form Instructional Guidebook*. USACE and US Environmental Protection Agency.
- USDA-NRCS (US Department of Agriculture, Natural Resources Conservation Service). 2015. Web Soil Survey. Accessed August 5. <http://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>.

APPENDICES

APPENDIX A – AIR QUALITY EMISSIONS

Douglas Road Phase 2

Sacramento County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Other Asphalt Surfaces	340.00	1000sqft	7.81	340,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	3.5	Precipitation Freq (Days)	58
Climate Zone	6			Operational Year	2016
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MW hr)	641.35	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use -

Construction Phase - Construction Phasing per Roadmod v. 7.1.5.1

Off-road Equipment - Equipment per Roadmod v 7.15.1

Off-road Equipment - Roadmod equipment

Off-road Equipment - Roadmod equipment

Off-road Equipment - Roadmod equipment specifications

Grading -

Construction Off-road Equipment Mitigation - Rule 403. PM reduction percentages per SCAQMD CEQA Handbook

Table Name	Column Name	Default Value	New Value
tblConstDustMitigation	CleanPavedRoadPercentReduction	0	25
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	5.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	3.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	4.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	7.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	3.00
tblConstEquipMitigation	Tier	No Change	Tier 2
tblConstEquipMitigation	Tier	No Change	Tier 2
tblConstEquipMitigation	Tier	No Change	Tier 2
tblConstEquipMitigation	Tier	No Change	Tier 2
tblConstEquipMitigation	Tier	No Change	Tier 2
tblConstEquipMitigation	Tier	No Change	Tier 2
tblConstEquipMitigation	Tier	No Change	Tier 2
tblConstEquipMitigation	Tier	No Change	Tier 2
tblConstructionPhase	NumDays	230.00	30.00
tblConstructionPhase	NumDays	20.00	30.00
tblConstructionPhase	NumDays	20.00	30.00
tblConstructionPhase	NumDays	10.00	30.00
tblConstructionPhase	PhaseEndDate	7/14/2016	7/13/2016
tblConstructionPhase	PhaseStartDate	6/3/2016	6/2/2016
tblGrading	AcresOfGrading	105.00	70.00
tblOffRoadEquipment	OffRoadEquipmentType		Crawler Tractors
tblOffRoadEquipment	OffRoadEquipmentType		Excavators
tblOffRoadEquipment	OffRoadEquipmentType		Signal Boards

EXHIBIT A

tblOffRoadEquipment	OffRoadEquipmentType		Rollers
tblOffRoadEquipment	OffRoadEquipmentType		Scrapers
tblOffRoadEquipment	OffRoadEquipmentType		Rubber Tired Loaders
tblOffRoadEquipment	OffRoadEquipmentType		Signal Boards
tblOffRoadEquipment	OffRoadEquipmentType		Crawler Tractors
tblOffRoadEquipment	OffRoadEquipmentType		Air Compressors
tblOffRoadEquipment	OffRoadEquipmentType		Graders
tblOffRoadEquipment	OffRoadEquipmentType		Plate Compactors
tblOffRoadEquipment	OffRoadEquipmentType		Pumps
tblOffRoadEquipment	OffRoadEquipmentType		Rough Terrain Forklifts
tblOffRoadEquipment	OffRoadEquipmentType		Scrapers
tblOffRoadEquipment	OffRoadEquipmentType		Signal Boards
tblOffRoadEquipment	OffRoadEquipmentType		Signal Boards
tblOffRoadEquipment	OffRoadEquipmentType		Tractors/Loaders/Backhoes
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	3.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	4.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	4.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblProjectCharacteristics	OperationalYear	2014	2016

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2016	9.5601	105.7325	63.6141	0.0975	2.8168	5.3323	8.1492	0.4326	4.9091	5.2671	0.0000	9,827.5702	9,827.5702	2.8440	0.0000	9,887.2931
Total	9.5601	105.7325	63.6141	0.0975	2.8168	5.3323	8.1492	0.4326	4.9091	5.2671	0.0000	9,827.5702	9,827.5702	2.8440	0.0000	9,887.2931

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2016	6.0501	77.3925	61.0514	0.0975	1.3815	2.5089	3.7780	0.3497	2.4901	2.8398	0.0000	9,827.5702	9,827.5702	2.8440	0.0000	9,887.2931
Total	6.0501	77.3925	61.0514	0.0975	1.3815	2.5089	3.7780	0.3497	2.4901	2.8398	0.0000	9,827.5702	9,827.5702	2.8440	0.0000	9,887.2931

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	36.71	26.80	4.03	0.00	50.96	52.95	53.64	19.16	49.28	46.08	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation (grubbing-land clearing)	Site Preparation	1/29/2016	3/10/2016	5	30	
2	Grading	Grading	3/11/2016	4/21/2016	5	30	
3	Drainage/Utilities/Subgrade Installation	Building Construction	4/22/2016	6/2/2016	5	30	
4	Paving	Paving	6/2/2016	7/13/2016	5	30	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 70

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation (grubbing-land clearing)	Rubber Tired Dozers	0	8.00	255	0.40
Site Preparation (grubbing-land clearing)	Tractors/Loaders/Backhoes	0	8.00	97	0.37
Grading	Excavators	3	8.00	162	0.38
Grading	Graders	2	8.00	174	0.41
Grading	Rubber Tired Dozers	0	8.00	255	0.40
Grading	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Drainage/Utilities/Subgrade Installation	Cranes	0	7.00	226	0.29
Drainage/Utilities/Subgrade Installation	Forklifts	0	8.00	89	0.20
Drainage/Utilities/Subgrade Installation	Generator Sets	1	8.00	84	0.74
Drainage/Utilities/Subgrade Installation	Tractors/Loaders/Backhoes	0	7.00	97	0.37
Drainage/Utilities/Subgrade Installation	Welders	0	8.00	46	0.45
Paving	Pavers	1	8.00	125	0.42
Paving	Paving Equipment	1	8.00	130	0.36
Paving	Rollers	2	8.00	80	0.38

Site Preparation (grubbing-land clearing)	Crawler Tractors	1	8.00	208	0.43
Site Preparation (grubbing-land clearing)	Excavators	2	8.00	162	0.38
Site Preparation (grubbing-land clearing)	Signal Boards	3	8.00	6	0.82
Grading	Rollers	2	8.00	80	0.38
Grading	Scrapers	2	8.00	361	0.48
Grading	Rubber Tired Loaders	1	8.00	199	0.36
Grading	Signal Boards	3	8.00	6	0.82
Grading	Crawler Tractors	1	8.00	208	0.43
Drainage/Utilities/Subgrade Installation	Air Compressors	1	8.00	78	0.48
Drainage/Utilities/Subgrade Installation	Graders	1	8.00	174	0.41
Drainage/Utilities/Subgrade Installation	Plate Compactors	1	8.00	8	0.43
Drainage/Utilities/Subgrade Installation	Pumps	1	8.00	84	0.74
Drainage/Utilities/Subgrade Installation	Rough Terrain Forklifts	1	8.00	100	0.40
Drainage/Utilities/Subgrade Installation	Scrapers	1	8.00	361	0.48
Drainage/Utilities/Subgrade Installation	Signal Boards	3	8.00	6	0.82
Paving	Signal Boards	3	8.00	6	0.82
Paving	Tractors/Loaders/Backhoes	3	8.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation (grubbing-land clearing)	6	15.00	0.00	0.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Grading	18	45.00	0.00	0.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Drainage/Utilities/Subgrade Installation	10	143.00	56.00	0.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Paving	10	25.00	0.00	0.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Use Cleaner Engines for Construction Equipment

Water Exposed Area

Reduce Vehicle Speed on Unpaved Roads

Lean Paved Roads

3.2 Site Preparation (grubbing-land clearing) - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	1.6563	19.4795	10.6040	0.0204		0.8458	0.8458		0.7815	0.7815		2,048.1048	2,048.1048	0.5885		2,060.4637
Total	1.6563	19.4795	10.6040	0.0204	0.5303	0.8458	1.3760	0.0573	0.7815	0.8387		2,048.1048	2,048.1048	0.5885		2,060.4637

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0601	0.0541	0.7239	1.4600e-003	0.1141	8.4000e-004	0.1149	0.0303	7.7000e-004	0.0310		119.9145	119.9145	5.7900e-003		120.0362
Total	0.0601	0.0541	0.7239	1.4600e-003	0.1141	8.4000e-004	0.1149	0.0303	7.7000e-004	0.0310		119.9145	119.9145	5.7900e-003		120.0362

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.2386	0.0000	0.2386	0.0258	0.0000	0.0258			0.0000			0.0000
Off-Road	0.7740	16.6797	13.0389	0.0204		0.4587	0.4587		0.4587	0.4587	0.0000	2,048.1048	2,048.1048	0.5885		2,060.4637
Total	0.7740	16.6797	13.0389	0.0204	0.2386	0.4587	0.6973	0.0258	0.4587	0.4844	0.0000	2,048.1048	2,048.1048	0.5885		2,060.4637

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0601	0.0541	0.7239	1.4600e-003	0.0893	8.4000e-004	0.0902	0.0242	7.7000e-004	0.0250		119.9145	119.9145	5.7900e-003		120.0362
Total	0.0601	0.0541	0.7239	1.4600e-003	0.0893	8.4000e-004	0.0902	0.0242	7.7000e-004	0.0250		119.9145	119.9145	5.7900e-003		120.0362

3.3 Grading - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.4745	0.0000	2.4745	0.2672	0.0000	0.2672			0.0000			0.0000
Off-Road	9.3798	105.5703	61.4425	0.0918		5.3298	5.3298		4.9068	4.9068		9,467.8266	9,467.8266	2.8266		9,527.1845
Total	9.3798	105.5703	61.4425	0.0918	2.4745	5.3298	7.8043	0.2672	4.9068	5.1740		9,467.8266	9,467.8266	2.8266		9,527.1845

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.1803	0.1622	2.1716	4.3800e-003	0.3423	2.5200e-003	0.3448	0.0908	2.3100e-003	0.0931		359.7436	359.7436	0.0174		360.1086
Total	0.1803	0.1622	2.1716	4.3800e-003	0.3423	2.5200e-003	0.3448	0.0908	2.3100e-003	0.0931		359.7436	359.7436	0.0174		360.1086

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					1.1135	0.0000	1.1135	0.1202	0.0000	0.1202			0.0000			0.0000
Off-Road	3.1724	77.2303	58.8798	0.0918		2.2609	2.2609		2.2609	2.2609	0.0000	9,467.8266	9,467.8266	2.8266		9,527.1845
Total	3.1724	77.2303	58.8798	0.0918	1.1135	2.2609	3.3744	0.1202	2.2609	2.3811	0.0000	9,467.8266	9,467.8266	2.8266		9,527.1845

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.1803	0.1622	2.1716	4.3800e-003	0.2680	2.5200e-003	0.2705	0.0726	2.3100e-003	0.0749		359.7436	359.7436	0.0174		360.1086
Total	0.1803	0.1622	2.1716	4.3800e-003	0.2680	2.5200e-003	0.2705	0.0726	2.3100e-003	0.0749		359.7436	359.7436	0.0174		360.1086

3.4 Drainage/Utilities/Subgrade Installation - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	4.6253	44.9212	29.5973	0.0443		2.4516	2.4516		2.3362	2.3362		4,358.3601	4,358.3601	0.9511		4,378.3321
Total	4.6253	44.9212	29.5973	0.0443		2.4516	2.4516		2.3362	2.3362		4,358.3601	4,358.3601	0.9511		4,378.3321

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.6766	4.4977	7.8915	0.0117	0.3289	0.0737	0.4027	0.0937	0.0677	0.1613		1,169.1870	1,169.1870	9.2000e-003		1,169.3802
Worker	0.5731	0.5155	6.9008	0.0139	1.0878	7.9900e-003	1.0958	0.2886	7.3400e-003	0.2959		1,143.1853	1,143.1853	0.0552		1,144.3450
Total	1.2497	5.0132	14.7923	0.0256	1.4167	0.0817	1.4985	0.3822	0.0750	0.4572		2,312.3723	2,312.3723	0.0644		2,313.7252

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.8299	33.7752	26.2497	0.0443		1.5892	1.5892		1.5772	1.5772	0.0000	4,358.3601	4,358.3601	0.9511		4,378.3321
Total	2.8299	33.7752	26.2497	0.0443		1.5892	1.5892		1.5772	1.5772	0.0000	4,358.3601	4,358.3601	0.9511		4,378.3321

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.6766	4.4977	7.8915	0.0117	0.2688	0.0737	0.3425	0.0789	0.0677	0.1466		1,169.1870	1,169.1870	9.2000e-003		1,169.3802
Worker	0.5731	0.5155	6.9008	0.0139	0.8515	7.9900e-003	0.8595	0.2305	7.3400e-003	0.2379		1,143.1853	1,143.1853	0.0552		1,144.3450
Total	1.2497	5.0132	14.7923	0.0256	1.1203	0.0817	1.2020	0.3094	0.0750	0.3845		2,312.3723	2,312.3723	0.0644		2,313.7252

3.5 Paving - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.5755	25.1492	17.5632	0.0252		1.6535	1.6535		1.5245	1.5245		2,549.6388	2,549.6388	0.7398		2,565.1745
Paving	0.6821					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	3.2576	25.1492	17.5632	0.0252		1.6535	1.6535		1.5245	1.5245		2,549.6388	2,549.6388	0.7398		2,565.1745

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.1002	0.0901	1.2064	2.4300e-003	0.1902	1.4000e-003	0.1916	0.0505	1.2800e-003	0.0517		199.8576	199.8576	9.6500e-003		200.0603
Total	0.1002	0.0901	1.2064	2.4300e-003	0.1902	1.4000e-003	0.1916	0.0505	1.2800e-003	0.0517		199.8576	199.8576	9.6500e-003		200.0603

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.1882	22.4951	18.3769	0.0252		0.8366	0.8366		0.8366	0.8366	0.0000	2,549.6388	2,549.6388	0.7398		2,565.1745
Paving	0.6821					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.8703	22.4951	18.3769	0.0252		0.8366	0.8366		0.8366	0.8366	0.0000	2,549.6388	2,549.6388	0.7398		2,565.1745

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.1002	0.0901	1.2064	2.4300e-003	0.1489	1.4000e-003	0.1503	0.0403	1.2800e-003	0.0416		199.8576	199.8576	9.6500e-003		200.0603
Total	0.1002	0.0901	1.2064	2.4300e-003	0.1489	1.4000e-003	0.1503	0.0403	1.2800e-003	0.0416		199.8576	199.8576	9.6500e-003		200.0603

APPENDIX B – GREENHOUSE GAS EMISSIONS

Douglas Road Phase 2

Sacramento County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Other Asphalt Surfaces	340.00	1000sqft	7.81	340,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	3.5	Precipitation Freq (Days)	58
Climate Zone	6			Operational Year	2016
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MW hr)	641.35	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use -

Construction Phase - Construction Phasing per Roadmod v. 7.1.5.1

Off-road Equipment - Equipment per Roadmod v 7.15.1

Off-road Equipment - Roadmod equipment

Off-road Equipment - Roadmod equipment

Off-road Equipment - Roadmod equipment specifications

Grading -

Construction Off-road Equipment Mitigation - Rule 403. PM reduction percentages per SCAQMD CEQA Handbook

Table Name	Column Name	Default Value	New Value
tblConstDustMitigation	CleanPavedRoadPercentReduction	0	25
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	5.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	3.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	4.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	7.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	3.00
tblConstEquipMitigation	Tier	No Change	Tier 2
tblConstEquipMitigation	Tier	No Change	Tier 2
tblConstEquipMitigation	Tier	No Change	Tier 2
tblConstEquipMitigation	Tier	No Change	Tier 2
tblConstEquipMitigation	Tier	No Change	Tier 2
tblConstEquipMitigation	Tier	No Change	Tier 2
tblConstEquipMitigation	Tier	No Change	Tier 2
tblConstEquipMitigation	Tier	No Change	Tier 2
tblConstructionPhase	NumDays	230.00	30.00
tblConstructionPhase	NumDays	20.00	30.00
tblConstructionPhase	NumDays	20.00	30.00
tblConstructionPhase	NumDays	10.00	30.00
tblConstructionPhase	PhaseEndDate	7/14/2016	7/13/2016
tblConstructionPhase	PhaseStartDate	6/3/2016	6/2/2016
tblGrading	AcresOfGrading	105.00	70.00
tblOffRoadEquipment	OffRoadEquipmentType		Crawler Tractors
tblOffRoadEquipment	OffRoadEquipmentType		Excavators
tblOffRoadEquipment	OffRoadEquipmentType		Signal Boards

EXHIBIT A

tblOffRoadEquipment	OffRoadEquipmentType		Rollers
tblOffRoadEquipment	OffRoadEquipmentType		Scrapers
tblOffRoadEquipment	OffRoadEquipmentType		Rubber Tired Loaders
tblOffRoadEquipment	OffRoadEquipmentType		Signal Boards
tblOffRoadEquipment	OffRoadEquipmentType		Crawler Tractors
tblOffRoadEquipment	OffRoadEquipmentType		Air Compressors
tblOffRoadEquipment	OffRoadEquipmentType		Graders
tblOffRoadEquipment	OffRoadEquipmentType		Plate Compactors
tblOffRoadEquipment	OffRoadEquipmentType		Pumps
tblOffRoadEquipment	OffRoadEquipmentType		Rough Terrain Forklifts
tblOffRoadEquipment	OffRoadEquipmentType		Scrapers
tblOffRoadEquipment	OffRoadEquipmentType		Signal Boards
tblOffRoadEquipment	OffRoadEquipmentType		Signal Boards
tblOffRoadEquipment	OffRoadEquipmentType		Tractors/Loaders/Backhoes
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	3.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	4.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	4.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblProjectCharacteristics	OperationalYear	2014	2016

2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2016	0.3065	3.0116	2.0699	3.2000e-003	0.0750	0.1555	0.2305	0.0129	0.1444	0.1574	0.0000	288.9770	288.9770	0.0708	0.0000	290.4639
Total	0.3065	3.0116	2.0699	3.2000e-003	0.0750	0.1555	0.2305	0.0129	0.1444	0.1574	0.0000	288.9770	288.9770	0.0708	0.0000	290.4639

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2016	0.1524	2.3375	2.0300	3.2000e-003	0.0439	0.0785	0.1224	8.7000e-003	0.0782	0.0869	0.0000	288.9767	288.9767	0.0708	0.0000	290.4636
Total	0.1524	2.3375	2.0300	3.2000e-003	0.0439	0.0785	0.1224	8.7000e-003	0.0782	0.0869	0.0000	288.9767	288.9767	0.0708	0.0000	290.4636

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	50.28	22.38	1.93	0.00	41.45	49.53	46.90	32.66	45.86	44.78	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation (grubbing-land clearing)	Site Preparation	1/29/2016	3/10/2016	5	30	
2	Grading	Grading	3/11/2016	4/21/2016	5	30	
3	Drainage/Utilities/Subgrade Installation	Building Construction	4/22/2016	6/2/2016	5	30	
4	Paving	Paving	6/2/2016	7/13/2016	5	30	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 70

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation (grubbing-land clearing)	Rubber Tired Dozers	0	8.00	255	0.40
Site Preparation (grubbing-land clearing)	Tractors/Loaders/Backhoes	0	8.00	97	0.37
Grading	Excavators	3	8.00	162	0.38
Grading	Graders	2	8.00	174	0.41
Grading	Rubber Tired Dozers	0	8.00	255	0.40
Grading	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Drainage/Utilities/Subgrade Installation	Cranes	0	7.00	226	0.29
Drainage/Utilities/Subgrade Installation	Forklifts	0	8.00	89	0.20
Drainage/Utilities/Subgrade Installation	Generator Sets	1	8.00	84	0.74
Drainage/Utilities/Subgrade Installation	Tractors/Loaders/Backhoes	0	7.00	97	0.37
Drainage/Utilities/Subgrade Installation	Welders	0	8.00	46	0.45
Paving	Pavers	1	8.00	125	0.42
Paving	Paving Equipment	1	8.00	130	0.36
Paving	Rollers	2	8.00	80	0.38

Site Preparation (grubbing-land clearing)	Crawler Tractors	1	8.00	208	0.43
Site Preparation (grubbing-land clearing)	Excavators	2	8.00	162	0.38
Site Preparation (grubbing-land clearing)	Signal Boards	3	8.00	6	0.82
Grading	Rollers	2	8.00	80	0.38
Grading	Scrapers	2	8.00	361	0.48
Grading	Rubber Tired Loaders	1	8.00	199	0.36
Grading	Signal Boards	3	8.00	6	0.82
Grading	Crawler Tractors	1	8.00	208	0.43
Drainage/Utilities/Subgrade Installation	Air Compressors	1	8.00	78	0.48
Drainage/Utilities/Subgrade Installation	Graders	1	8.00	174	0.41
Drainage/Utilities/Subgrade Installation	Plate Compactors	1	8.00	8	0.43
Drainage/Utilities/Subgrade Installation	Pumps	1	8.00	84	0.74
Drainage/Utilities/Subgrade Installation	Rough Terrain Forklifts	1	8.00	100	0.40
Drainage/Utilities/Subgrade Installation	Scrapers	1	8.00	361	0.48
Drainage/Utilities/Subgrade Installation	Signal Boards	3	8.00	6	0.82
Paving	Signal Boards	3	8.00	6	0.82
Paving	Tractors/Loaders/Backhoes	3	8.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation (grubbing-land clearing)	6	15.00	0.00	0.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Grading	18	45.00	0.00	0.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Drainage/Utilities/Subgrade Installation	10	143.00	56.00	0.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Paving	10	25.00	0.00	0.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Use Cleaner Engines for Construction Equipment

Minimize Exposed Area

Reduce Vehicle Speed on Unpaved Roads

Seal Paved Roads

3.2 Site Preparation (grubbing-land clearing) - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					7.9500e-003	0.0000	7.9500e-003	8.6000e-004	0.0000	8.6000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0248	0.2922	0.1591	3.1000e-004		0.0127	0.0127		0.0117	0.0117	0.0000	27.8701	27.8701	8.0100e-003	0.0000	28.0383
Total	0.0248	0.2922	0.1591	3.1000e-004	7.9500e-003	0.0127	0.0206	8.6000e-004	0.0117	0.0126	0.0000	27.8701	27.8701	8.0100e-003	0.0000	28.0383

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.5000e-004	9.0000e-004	9.4400e-003	2.0000e-005	1.6500e-003	1.0000e-005	1.6700e-003	4.4000e-004	1.0000e-005	4.5000e-004	0.0000	1.4748	1.4748	8.0000e-005	0.0000	1.4764
Total	7.5000e-004	9.0000e-004	9.4400e-003	2.0000e-005	1.6500e-003	1.0000e-005	1.6700e-003	4.4000e-004	1.0000e-005	4.5000e-004	0.0000	1.4748	1.4748	8.0000e-005	0.0000	1.4764

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					3.5800e-003	0.0000	3.5800e-003	3.9000e-004	0.0000	3.9000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0116	0.2502	0.1956	3.1000e-004		6.8800e-003	6.8800e-003		6.8800e-003	6.8800e-003	0.0000	27.8701	27.8701	8.0100e-003	0.0000	28.0383
Total	0.0116	0.2502	0.1956	3.1000e-004	3.5800e-003	6.8800e-003	0.0105	3.9000e-004	6.8800e-003	7.2700e-003	0.0000	27.8701	27.8701	8.0100e-003	0.0000	28.0383

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.5000e-004	9.0000e-004	9.4400e-003	2.0000e-005	1.3000e-003	1.0000e-005	1.3100e-003	3.5000e-004	1.0000e-005	3.6000e-004	0.0000	1.4748	1.4748	8.0000e-005	0.0000	1.4764
Total	7.5000e-004	9.0000e-004	9.4400e-003	2.0000e-005	1.3000e-003	1.0000e-005	1.3100e-003	3.5000e-004	1.0000e-005	3.6000e-004	0.0000	1.4748	1.4748	8.0000e-005	0.0000	1.4764

3.3 Grading - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0371	0.0000	0.0371	4.0100e-003	0.0000	4.0100e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.1407	1.5836	0.9216	1.3800e-003		0.0800	0.0800		0.0736	0.0736	0.0000	128.8360	128.8360	0.0385	0.0000	129.6438
Total	0.1407	1.5836	0.9216	1.3800e-003	0.0371	0.0800	0.1171	4.0100e-003	0.0736	0.0776	0.0000	128.8360	128.8360	0.0385	0.0000	129.6438

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.2600e-003	2.7000e-003	0.0283	6.0000e-005	4.9600e-003	4.0000e-005	5.0000e-003	1.3200e-003	3.0000e-005	1.3500e-003	0.0000	4.4243	4.4243	2.4000e-004	0.0000	4.4293
Total	2.2600e-003	2.7000e-003	0.0283	6.0000e-005	4.9600e-003	4.0000e-005	5.0000e-003	1.3200e-003	3.0000e-005	1.3500e-003	0.0000	4.4243	4.4243	2.4000e-004	0.0000	4.4293

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0167	0.0000	0.0167	1.8000e-003	0.0000	1.8000e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0476	1.1585	0.8832	1.3800e-003		0.0339	0.0339		0.0339	0.0339	0.0000	128.8359	128.8359	0.0385	0.0000	129.6436
Total	0.0476	1.1585	0.8832	1.3800e-003	0.0167	0.0339	0.0506	1.8000e-003	0.0339	0.0357	0.0000	128.8359	128.8359	0.0385	0.0000	129.6436

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.2600e-003	2.7000e-003	0.0283	6.0000e-005	3.8900e-003	4.0000e-005	3.9200e-003	1.0600e-003	3.0000e-005	1.0900e-003	0.0000	4.4243	4.4243	2.4000e-004	0.0000	4.4293
Total	2.2600e-003	2.7000e-003	0.0283	6.0000e-005	3.8900e-003	4.0000e-005	3.9200e-003	1.0600e-003	3.0000e-005	1.0900e-003	0.0000	4.4243	4.4243	2.4000e-004	0.0000	4.4293

3.4 Drainage/Utilities/Subgrade Installation - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0694	0.6738	0.4440	6.6000e-004		0.0368	0.0368		0.0350	0.0350	0.0000	59.3076	59.3076	0.0129	0.0000	59.5793
Total	0.0694	0.6738	0.4440	6.6000e-004		0.0368	0.0368		0.0350	0.0350	0.0000	59.3076	59.3076	0.0129	0.0000	59.5793

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0112	0.0711	0.1384	1.8000e-004	4.7900e-003	1.1100e-003	5.9000e-003	1.3700e-003	1.0200e-003	2.3900e-003	0.0000	15.8518	15.8518	1.3000e-004	0.0000	15.8545
Worker	7.1900e-003	8.5800e-003	0.0900	1.9000e-004	0.0158	1.2000e-004	0.0159	4.1900e-003	1.1000e-004	4.3000e-003	0.0000	14.0595	14.0595	7.5000e-004	0.0000	14.0753
Total	0.0184	0.0797	0.2284	3.7000e-004	0.0205	1.2300e-003	0.0218	5.5600e-003	1.1300e-003	6.6900e-003	0.0000	29.9113	29.9113	8.8000e-004	0.0000	29.9298

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0425	0.5066	0.3938	6.6000e-004		0.0238	0.0238		0.0237	0.0237	0.0000	59.3075	59.3075	0.0129	0.0000	59.5793
Total	0.0425	0.5066	0.3938	6.6000e-004		0.0238	0.0238		0.0237	0.0237	0.0000	59.3075	59.3075	0.0129	0.0000	59.5793

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0112	0.0711	0.1384	1.8000e-004	3.9200e-003	1.1100e-003	5.0400e-003	1.1600e-003	1.0200e-003	2.1800e-003	0.0000	15.8518	15.8518	1.3000e-004	0.0000	15.8545
Worker	7.1900e-003	8.5800e-003	0.0900	1.9000e-004	0.0124	1.2000e-004	0.0125	3.3500e-003	1.1000e-004	3.4600e-003	0.0000	14.0595	14.0595	7.5000e-004	0.0000	14.0753
Total	0.0184	0.0797	0.2284	3.7000e-004	0.0163	1.2300e-003	0.0175	4.5100e-003	1.1300e-003	5.6400e-003	0.0000	29.9113	29.9113	8.8000e-004	0.0000	29.9298

3.5 Paving - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0386	0.3772	0.2635	3.8000e-004		0.0248	0.0248		0.0229	0.0229	0.0000	34.6949	34.6949	0.0101	0.0000	34.9063
Paving	0.0102					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0489	0.3772	0.2635	3.8000e-004		0.0248	0.0248		0.0229	0.0229	0.0000	34.6949	34.6949	0.0101	0.0000	34.9063

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.2600e-003	1.5000e-003	0.0157	3.0000e-005	2.7500e-003	2.0000e-005	2.7800e-003	7.3000e-004	2.0000e-005	7.5000e-004	0.0000	2.4580	2.4580	1.3000e-004	0.0000	2.4607
Total	1.2600e-003	1.5000e-003	0.0157	3.0000e-005	2.7500e-003	2.0000e-005	2.7800e-003	7.3000e-004	2.0000e-005	7.5000e-004	0.0000	2.4580	2.4580	1.3000e-004	0.0000	2.4607

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0178	0.3374	0.2757	3.8000e-004		0.0126	0.0126		0.0126	0.0126	0.0000	34.6949	34.6949	0.0101	0.0000	34.9063
Paving	0.0102					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0281	0.3374	0.2757	3.8000e-004		0.0126	0.0126		0.0126	0.0126	0.0000	34.6949	34.6949	0.0101	0.0000	34.9063

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.2600e-003	1.5000e-003	0.0157	3.0000e-005	2.1600e-003	2.0000e-005	2.1800e-003	5.9000e-004	2.0000e-005	6.1000e-004	0.0000	2.4580	2.4580	1.3000e-004	0.0000	2.4607
Total	1.2600e-003	1.5000e-003	0.0157	3.0000e-005	2.1600e-003	2.0000e-005	2.1800e-003	5.9000e-004	2.0000e-005	6.1000e-004	0.0000	2.4580	2.4580	1.3000e-004	0.0000	2.4607

CITY OF RANCHO CORDOVA
DOUGLAS ROAD PHASE 2 PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM

Prepared by:

**City of Rancho Cordova
Development Services-Planning
2729 Prospect Park Drive
Rancho Cordova, CA 95670**

SEPTEMBER 2016

MITIGATION MONITORING AND REPORTING PROGRAM

COMPLIANCE CHECKLIST

The California Environmental Quality Act (CEQA) Guidelines, Section 15091(d), requires public agencies, as part of the adoption of an Environmental Impact Report (EIR), to adopt a reporting and monitoring program to ensure that changes made to the project as conditions of project approval to mitigate or avoid significant environmental effects are implemented.

The Mitigation Monitoring and Reporting Program (MMRP) contained herein is intended to satisfy the requirements of CEQA as they relate to the Douglas Road Phase 2 Project in the City of Rancho Cordova. The MMRP is intended to be used by City staff, project contractors, and mitigation monitoring personnel during implementation of the project.

The MMRP will provide for monitoring of construction activities as necessary in-the-field identification and resolution of environmental concerns, and reporting to City staff. The MMRP will consist of the components described below.

Table 1 contains a compliance-monitoring checklist that provides a synopsis of all adopted mitigation measures, identification of agencies responsible for implementing and monitoring compliance with the mitigation measures, and the timing of implementation.

FIELD MONITORING OF MITIGATION MEASURE IMPLEMENTATION

During construction of the project facilities, the City of Rancho Cordova's designated construction inspector, in cooperation with City of Rancho Cordova Planning Department staff, will be responsible for monitoring the implementation of mitigation measures. The inspector will report to the City of Rancho Cordova Department of Public Works, and will be thoroughly familiar with all plans and requirements of the project. In addition, the inspector will be familiar with construction contract requirements, construction schedules, standard construction practices, and mitigation techniques. Aided by **Table 1**, the inspector will typically be responsible for the following activities:

- 1) On-site, day-to-day monitoring of construction activities.
- 2) Reviewing construction plans to ensure conformance with adopted mitigation measures.
- 3) Ensuring contractor knowledge of and compliance with all appropriate conditions of project approval.
- 4) Evaluating the adequacy of construction impact mitigation measures, and proposing improvements to the contractors and City staff.
- 5) Requiring correction of activities that violate project mitigation measures, or that represent unsafe or dangerous conditions. The inspector shall have the ability and authority to secure compliance with the conditions or standards through the City of Rancho Cordova Public Works Department, if necessary.
- 6) Acting in the role of contact for property owners or any other affected persons who wish to register observations of violations of project mitigation measures, or unsafe or dangerous conditions. Upon receiving any complaints, the inspector shall immediately contact the construction representative. The inspector shall be responsible for verifying any such observations and for developing any necessary corrective actions in

MITIGATION MONITORING AND REPORTING PROGRAM

consultation with the construction representative and the City of Rancho Cordova Public Works Department.

- 7) Maintaining prompt and regular communication with City staff.
- 8) Obtaining assistance as necessary from technical experts, such as archaeologists and wildlife biologists, to develop site-specific procedures for implementing the mitigation measures adopted by the City for the project. For example, it may be necessary at times for a wildlife biologist to work in the field with the inspector and construction contractor to explicitly identify and mark areas to be avoided during construction.
- 9) Maintaining a log of all significant interactions, violations of permit conditions or mitigation measures, and necessary corrective measures.

TABLE 1
MITIGATION MONITORING AND REPORTING PROGRAM—DOUGLAS ROAD PHASE 2 PROJECT

Mitigation Measures	Responsible Party	Timing	Verification (Date and Initials)
Air Quality			
MM 3.3.1 The project construction contractor shall provide a plan for approval by the SMAQMD demonstrating that the heavy-duty (50 horsepower [hp] or more) off-road vehicles to be used in the construction of the project, including owned, leased, and subcontractor vehicles, will achieve a project-wide fleet-average 20 percent NOx reduction and 45 percent particulate reduction compared to the most recent California Air Resources Board fleet average. Acceptable options for reducing emissions may include use of late model engines (California Air Resources Board Tier 3 Certified or better), low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available.	City of Rancho Cordova Public Works Department Sacramento Metropolitan Air Quality Management District	Plan submitted to the SMAQMD for review and approval prior to approval of improvement plans; plan implemented during all grading and construction within the project area	
MM 3.3.2 The project construction contractor shall ensure that emissions from all off-road diesel-powered equipment used do not exceed 40 percent opacity for more than 3 minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired immediately. Noncompliant equipment shall be documented and a summary provided to the City Planning Department and the SMAQMD monthly. A visual survey of all in-operation equipment shall be made at least weekly, and a monthly summary of the visual survey results shall be submitted throughout the duration of construction, except that the monthly summary shall not be required for any 30-day period in which no construction activity occurs. The monthly summary shall include the quantity and type of vehicles surveyed and the dates of each survey. The SMAQMD and/or other officials may conduct periodic	City of Rancho Cordova Public Works Department Sacramento Metropolitan Air Quality Management District	During all grading and construction within the project area	

TABLE 1
MITIGATION MONITORING AND REPORTING PROGRAM—DOUGLAS ROAD PHASE 2 PROJECT

Mitigation Measures	Responsible Party	Timing	Verification (Date and Initials)
site inspections to determine compliance. Nothing in this measure shall supersede other SMAQMD or state rules or regulations.			
Biological Resources			
MM 3.4.1 Vernal Pool Branchiopods. Before the approval of grading and improvement plans and before any groundbreaking activity associated with the project, the City shall ensure a Biological Opinion (BO) from the US Fish and Wildlife Service (USFWS) through Section 7 consultation with the US Army Corps of Engineers (USACE) as part of the Clean Water Act Section 404 permitting process has been obtained. The construction contractor shall adhere to all conditions outlined in the BO and the Section 404 permit, including avoidance, preservation, and compensation for impacts to vernal pool branchiopod habitat. If the South Sacramento Habitat Conservation Plan is not approved prior to approval of the final grading/improvement plan, the City shall ensure compensation for impacts to vernal pool branchiopod habitat (0.444 acre) as described in the table below has been provided.	City of Rancho Cordova Planning Department and Public Works Department	Prior to approval of grading plan (consultation) Prior to grading (permits) During construction (implement permit requirements for protection)	

TABLE 1
MITIGATION MONITORING AND REPORTING PROGRAM—DOUGLAS ROAD PHASE 2 PROJECT

Mitigation Measures						Responsible Party	Timing	Verification (Date and Initials)
DOUGLAS ROAD PHASE 2 VERNAL POOL HABITAT MITIGATION								
Mitigation	Preservation		Creation					
	Branchiopod Habitat		Vernal Pool		Non-Vernal Pool*			
Impact Acreage	0.444 ac		0.362 ac		0.174 ac			
Proposed Mitigation Location	Option 1: Klotz Property	Option 2: Bryte Ranch	Option 1: Gill Ranch Unallocated	Option 2: Clay Station Mitigation Bank	Cosumnes Floodplain Mitigation Bank			
Proposed Mitigation Ratio	2:1	2:1	1.5:1	1.5:1	1.5:1			
Credits to Be Purchased	0.888	0.888	0.543	0.543	0.261			
* mitigated as Wetland Mosaic								
MM 3.4.2	Non-Listed Vernal Pool Branchiopods. If the South Sacramento Habitat Conservation Plan is not approved prior to approval of the final grading and improvement plan, the City shall ensure compensation for impacts to non-vernal pool branchiopod habitat (0.362 acre) as described in the table in mitigation measure MM					City of Rancho Cordova Planning Department	Prior to approval of grading plan	

TABLE 1
MITIGATION MONITORING AND REPORTING PROGRAM—DOUGLAS ROAD PHASE 2 PROJECT

Mitigation Measures	Responsible Party	Timing	Verification (Date and Initials)
3.4.1 has been provided.			
MM 3.4.3 Western Spadefoot. A qualified biologist shall conduct a preconstruction western spadefoot survey within 48 hours of the initiation of construction activity within suitable tadpole habitat (e.g., vernal pools, seasonal wetlands, and drainages with standing water) for western spadefoot. If no western spadefoot individuals are found during the preconstruction survey, the biologist shall document the findings in a letter report to the CDFW and the City, and no further mitigation shall be required. If western spadefoot individuals are found, the qualified biologist shall consult with the CDFW to determine appropriate avoidance measures.	City of Rancho Cordova Planning Department and Public Works Department	Prior to ground disturbance (survey) and during construction	
MM 3.4.4 Western Pond Turtle. A qualified biologist shall conduct a preconstruction western pond turtle survey within 48 hours prior to initiation of construction activity within suitable habitat for western pond turtle. If no western pond turtles are found during the preconstruction survey, the biologist shall document the findings in a letter report to the CDFW and the City, and no further mitigation shall be required. If western pond turtles are found, the qualified biologist shall capture and relocate the turtles to a suitable preserved location in the vicinity of the project site.	City of Rancho Cordova Planning Department and Public Works Department	Prior to ground disturbance (survey) and during construction	
MM 3.4.5a Swainson's Hawk and Other Raptors. To mitigate impacts on Swainson's hawk and other raptors, a qualified biologist shall conduct preconstruction surveys and to identify active nests on and within the project area if construction occurs during March through August. Surveys for Swainson's hawk shall be conducted on and within 0.25 mile of the project area, and surveys for other nesting raptors shall be conducted on and within 300 feet of the	City of Rancho Cordova Planning Department and Public Works Department	Prior to ground disturbance (survey) and during construction	

TABLE 1
MITIGATION MONITORING AND REPORTING PROGRAM—DOUGLAS ROAD PHASE 2 PROJECT

Mitigation Measures	Responsible Party	Timing	Verification (Date and Initials)
project area. The surveys shall be conducted and no less than 14 days and no more than 30 days before the beginning of construction. To the extent feasible, guidelines provided in Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in the Central Valley (Swainson's Hawk Technical Advisory Committee 2000) shall be followed for surveys for Swainson's hawk. If no active/occupied nests are found, no further mitigation is required. If active nests are found, impacts on nesting Swainson's hawks and other raptors shall be avoided by establishing appropriate buffers around the nests. No project activity shall commence within the buffer area until the young have fledged, the nest is no longer active, or until a qualified biologist has determined in coordination with the CDFW that reducing the buffer would not result in nest abandonment. CDFW guidelines recommend implementation of 0.25- or 0.5-mile-wide buffers, but the size of the buffer may be adjusted if a qualified biologist and the City, in consultation with the CDFW, determine that such an adjustment would not be likely to adversely affect the nest. Monitoring of the nest by a qualified biologist during and after construction activities will be required if the activity has potential to adversely affect the nest.			
MM 3.4.5b Swainson's Hawk Mitigation Plan. To mitigate for the loss of Swainson's hawk foraging habitat, the City shall ensure permanent impacts to foraging habitat are identified and that a Swainson's hawk mitigation plan is prepared and implemented. The plan shall include, but not be limited to, the following requirements: • Prior to ground disturbance, the City shall ensure suitable Swainson's hawk foraging habitat is secured to ensure 1:1 mitigation (or other agreed-upon ratio) of habitat value for	City of Rancho Cordova Planning Department and Public Works Department	Prior to ground disturbance (survey) and during construction	

TABLE 1
MITIGATION MONITORING AND REPORTING PROGRAM—DOUGLAS ROAD PHASE 2 PROJECT

Mitigation Measures	Responsible Party	Timing	Verification (Date and Initials)
Swainson's hawk foraging habitat that is permanently lost as a result of the project, as determined by the City after consultation with the CDFW and a qualified biologist. - The 1:1 habitat value (or other agreed-upon ratio) shall be based on Swainson's hawk nesting distribution and an assessment of habitat quality, availability, and use within the project area. The mitigation ratio shall be consistent with the 1994 California Department of Fish and Game's Swainson's hawk guidelines included in the Staff Report Regarding Mitigation for Impacts to Swainson's Hawks (<i>Buteo swainsoni</i>) in the Central Valley of California (Swainson's Hawk Technical Advisory Committee 2000). These guidelines call for the following mitigation ratios for loss of foraging habitat in these categories: 1:1 if within 1 mile of an active nest site, 0.75:1 if over 1 mile but less than 5 miles, and 0.5:1 if over 5 miles and less than 10 miles from an active nest. Such mitigation shall be accomplished through purchase of credits at an approved mitigation bank, or the transfer of fee title or perpetual conservation easement. If non-bank mitigation is proposed, the mitigation land shall be located within the known foraging area and within Sacramento County. The City, after consultation with the CDFW, will determine the appropriateness of the mitigation land. - The City shall ensure said Swainson's hawk mitigation land is transferred, through either conservation easement or fee title, to a third-party, nonprofit conservation organization (Conservation Operator), with the City and the CDFW named as third-party beneficiaries. The Conservation Operator shall be a qualified conservation easement land manager that manages land as its primary function. Additionally, the			

TABLE 1
MITIGATION MONITORING AND REPORTING PROGRAM—DOUGLAS ROAD PHASE 2 PROJECT

Mitigation Measures	Responsible Party	Timing	Verification (Date and Initials)
Conservation Operator shall be a tax-exempt nonprofit conservation organization that meets the criteria of Civil Code Section 815.3(a) and shall be selected or approved by the City, after consultation with the CDFW. After consultation with the CDFW and the Conservation Operator, the City shall approve the content and form of the conservation easement. The City, the CDFW, and the Conservation Operator shall each have the power to enforce the terms of the conservation easement. The Conservation Operator shall monitor the easement in perpetuity to ensure compliance with the terms of the easement. • The City shall ensure an endowment or some other financial mechanism that is sufficient to fund in perpetuity the operation, maintenance, management, and enforcement of the conservation easement is established. If an endowment is used, either the endowment funds shall be submitted to the City for impacts on lands within the City's jurisdiction to an appropriate third-party nonprofit conservation agency, or they shall be submitted directly to the third-party nonprofit conservation agency in exchange for an agreement to manage and maintain the lands in perpetuity. The Conservation Operator shall not sell, lease, or transfer any interest of any conservation easement or mitigation land it acquires without the prior written approval of the City and the CDFW. • If the Conservation Operator ceases to exist, the duty to hold, administer, manage, maintain, and enforce the interest shall be transferred to another entity acceptable to the City and the CDFW. The City Planning Department shall ensure that mitigation habitat established for impacts on habitat within the City's Planning Area is properly established and is functioning			

TABLE 1
MITIGATION MONITORING AND REPORTING PROGRAM—DOUGLAS ROAD PHASE 2 PROJECT

Mitigation Measures	Responsible Party	Timing	Verification (Date and Initials)
as habitat by conducting regular monitoring of the mitigation site(s) for the first 10 years after establishment of the easement.			
MM 3.4.6 Burrowing Owl. To mitigate impacts on burrowing owl, a qualified biologist shall conduct preconstruction surveys to identify active burrows within the project area. The surveys shall be conducted before the approval of grading and/or improvement plans (as applicable) and no less than 14 days and no more than 30 days before the beginning of construction. The preconstruction survey shall follow the protocols outlined in the Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game 2012). Burrowing owls may be present on the project site during any season. If active burrows are found, the City shall ensure a mitigation plan is prepared before any ground-disturbing activities occur, and the City shall consult with the CDFW. The mitigation plan may consist of purchase of appropriate credits at a CDFW-approved mitigation bank, passive relocation (installation of one-way doors during the non-breeding season, September 1 through January 31) on all burrows to allow owls to exit, but not reenter); burrow owl exclusions during the breeding season (February 1 through August 31) may only be used if a qualified biologist verifies that the burrow does not contain eggs or dependent young. If active burrows contain eggs and/or young, no construction shall occur within a minimum of 50 meters (164 feet) of the burrow until young have fledged. The mitigation plan may also include construction of artificial burrows in the project vicinity, as needed.	City of Rancho Cordova Planning Department and Public Works Department	Prior to ground disturbance (survey) and during construction	

TABLE 1
MITIGATION MONITORING AND REPORTING PROGRAM—DOUGLAS ROAD PHASE 2 PROJECT

Mitigation Measures	Responsible Party	Timing	Verification (Date and Initials)
MM 3.4.7 A qualified biologist shall conduct a preconstruction nesting bird survey of all areas associated with construction activities on the project site within 14 days prior to commencement of construction during the nesting season (February 1 through August 31). If active nests are found, a no-disturbance buffer around the nest shall be established. The buffer distance shall be established by a qualified biologist in consultation with the CDFW. The buffer shall be maintained until the fledglings are capable of flight and become independent of the nest, to be determined by a qualified biologist. Once the young are independent of the nest, no further measures are necessary. Preconstruction nesting surveys are not required for construction activity outside of the nesting season.	City of Rancho Cordova Planning Department and Public Works Department	Prior to ground disturbance (survey) and during construction	
MM 3.4.8a Wetlands and Waters of the United States/State – Clean Water Act Section 404 Permit and Section 401 Water Quality Certification. Before the approval of grading and improvement plans and before any groundbreaking activity associated with the project, the City shall ensure a CWA Section 404 Permit from the USACE and a CWA Section 401 Water Quality Certification from the Central Valley Regional Water Quality Control Board (RWQCB) are obtained. The construction contractor shall adhere to all conditions outlined in the permits. The City shall ensure that the project replaces, restores, or enhances on a “no net loss” basis (in accordance with the USACE and the Central Valley RWQCB) the acreage of all wetlands and other waters of the United States that would be removed, lost, and/or degraded due to project implementation. Wetland habitat shall be restored, enhanced, and/or replaced at an acreage and location and by methods agreeable to the USACE, the Central Valley RWQCB, and the City, as appropriate, depending on agency jurisdiction, and as determined during the Section 401 and Section 404 permitting	City of Rancho Cordova Planning Department and Public Works Department	Prior to ground disturbance (survey) and during construction	

TABLE 1
MITIGATION MONITORING AND REPORTING PROGRAM—DOUGLAS ROAD PHASE 2 PROJECT

Mitigation Measures	Responsible Party	Timing	Verification (Date and Initials)
processes.			
MM 3.4.8b Implement CDFW 1602 Streambed Alteration Agreement. Before the approval of grading and improvement plans and before any groundbreaking activity associated with the project, the City shall ensure CDFW Streambed Alteration Agreement Notification No. 1600-2016-0094-R2 for impacts to features under CDFW jurisdiction (i.e., seasonal stream) within the project area is executed and implemented. The construction contractor shall adhere to all conditions outlined in the Streambed Alteration Agreement.	City of Rancho Cordova Planning Department and Public Works Department	Prior to approval of grading and improvement plan (obtain SAA) Implement SAA requirements during construction	
MM 3.4.8c Identify and Protect Environmentally Sensitive Areas Adjacent to the Project Site. Prior to any groundbreaking activities, a professional wetland biologist shall flag the boundaries of all wetlands outside of the project boundary. These brightly colored pin-flags will allow workers to be aware of the location of the protected habitat. The construction contractor shall also create earthen berms along the road-facing edges of the impacted wetlands in order to divert runoff from the road and reduce effects on the unimpacted portions of the wetlands.	City of Rancho Cordova Planning Department and Public Works Department	Prior to groundbreaking (identify areas) During construction (protection activities)	
MM 3.4.8d Conduct Environmental Awareness Training for Construction Employees. Prior to beginning construction activities, a qualified biologist shall develop and conduct environmental awareness training for construction employees. The training will describe the importance of on-site biological resources, including wetlands and other waters of the United States, special-status wildlife habitats,	City of Rancho Cordova Planning Department and Public Works Department	Prior to groundbreaking	

TABLE 1
MITIGATION MONITORING AND REPORTING PROGRAM—DOUGLAS ROAD PHASE 2 PROJECT

Mitigation Measures	Responsible Party	Timing	Verification (Date and Initials)
potential nests of special-status birds, and adjacent protected areas such as the planned Rio Del Oro Wetland Preserve to the north of the project site. The biologist will also explain the importance of other responsibilities related to the protection of wildlife during construction, such as inspecting open trenches and looking under vehicles and machinery prior to moving them to ensure there are no lizards, snakes, small mammals, or other wildlife that could become trapped, injured, or killed in construction areas or under equipment. The environmental awareness program will be provided to all construction personnel to brief them on the life history of special-status species in or adjacent to the project area, the need to avoid impacts on sensitive biological resources, any terms and conditions required by state and federal agencies, and the penalties for not complying with biological mitigation requirements. If new construction personnel are added to the project, the contractor's superintendent will ensure that the personnel receive the mandatory training before starting work. An environmental awareness handout that describes and illustrates sensitive resources to be avoided during project construction and identifies all relevant permit conditions will be provided to each person.			
Cultural Resources			
MM 3.5.1 In accordance with California Public Resources Code Section 5097.5, the following measure will be implemented during construction and included in the construction contract: If buried archaeological or paleontological resources, such as chipped or ground stone, historic debris, building foundations,	City of Rancho Cordova Planning Department	During construction	

TABLE 1
MITIGATION MONITORING AND REPORTING PROGRAM—DOUGLAS ROAD PHASE 2 PROJECT

Mitigation Measures	Responsible Party	Timing	Verification (Date and Initials)
human bone, fossils, or fossil traces, are inadvertently discovered during ground-disturbing activities, work will stop in that area and within 100 feet of the find until a qualified archaeologist or paleontologist can access the significance of the find and, if necessary, develop appropriate treatment measures in consultation with the City, affected California Native American tribes, and all other appropriate agencies.			
MM 3.5.2 In order to mitigate for the potential discovery or disturbance of any human remains, the protocol of California Health and Safety Code Section 7050.5(b) will be adhered to as follows: In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, in accordance with Chapter 10 (commencing with Section 27460) of Part 3 of Division 2 of Title 3 of the Government Code, that the remains are not subject to the provisions of Section 27492 of the Government Code or any other related provisions of law concerning investigation of the circumstances, manner and cause of death, and the recommendations concerning treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative, in the manner provided in Section 5097.98 of the Public Resources Code. If the remains are determined to be Native American, City policy would dictate that the procedures outlined in CEQA	City of Rancho Cordova Planning Department	During construction	

TABLE 1
MITIGATION MONITORING AND REPORTING PROGRAM—DOUGLAS ROAD PHASE 2 PROJECT

Mitigation Measures	Responsible Party	Timing	Verification (Date and Initials)
Section 15064.5(d) and (e) be followed.			



Central Valley Regional Water Quality Control Board

19 September 2016

Albert Stricker
City of Rancho Cordova
2729 Prospect Drive
Rancho Cordova, CA 95670

CERTIFIED MAIL
91 7199 9991 7035 8362 8769

COMMENTS TO REQUEST FOR REVIEW FOR THE MITIGATED NEGATIVE DECLARATION, DOUGLAS ROAD PHASE 2 PROJECT, SCH# 2016082070, SACRAMENTO COUNTY

Pursuant to the State Clearinghouse's 26 August 2016 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Mitigated Negative Declaration* for the Douglas Road Phase 2 Project, located in Sacramento County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

I. Regulatory Setting

Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by the State Water Resources Control Board (State Water Board), Office of Administrative Law (OAL) and in some cases,

the United States Environmental Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues.

For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website:
http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/.

Antidegradation Considerations

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Policy is available on page IV-15.01 at:
http://www.waterboards.ca.gov/centralvalleywater_issues/basin_plans/sacsjr.pdf

In part it states:

Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State.

This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

II. Permitting Requirements

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan

(SWPPP).

For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml.

Phase I and II Municipal Separate Storm Sewer System (MS4) Permits¹

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/.

For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml

Industrial Storm Water General Permit

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 2014-0057-DWQ.

For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml.

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACOE). If a Section 404 permit is required by the USACOE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water

¹ Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements.

If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACOE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACOE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications.

Waste Discharge Requirements – Discharges to Waters of the State

If USACOE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation.

For more information on the Water Quality Certification and WDR processes, visit the Central Valley Water Board website at:
http://www.waterboards.ca.gov/centralvalley/help/business_help/permit2.shtml.

Dewatering Permit

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Risk General Order) 2003-0003 or the Central Valley Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Risk Waiver) R5-2013-0145. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

For more information regarding the Low Risk General Order and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

For more information regarding the Low Risk Waiver and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2013-0145_res.pdf

Regulatory Compliance for Commercially Irrigated Agriculture

If the property will be used for commercial irrigated agricultural, the discharger will be required to obtain regulatory coverage under the Irrigated Lands Regulatory Program. There are two options to comply:

1. **Obtain Coverage Under a Coalition Group.** Join the local Coalition Group that supports land owners with the implementation of the Irrigated Lands Regulatory Program. The Coalition Group conducts water quality monitoring and reporting to the Central Valley Water Board on behalf of its growers. The Coalition Groups charge an annual membership fee, which varies by Coalition Group. To find the Coalition Group in your area, visit the Central Valley Water Board's website at: http://www.waterboards.ca.gov/centralvalley/water_issues/irrigated_lands/app_approval/index.shtml; or contact water board staff at (916) 464-4611 or via email at IrrLands@waterboards.ca.gov.
2. **Obtain Coverage Under the General Waste Discharge Requirements for Individual Growers, General Order R5-2013-0100.** Dischargers not participating in a third-party group (Coalition) are regulated individually. Depending on the specific site conditions, growers may be required to monitor runoff from their property, install monitoring wells, and submit a notice of intent, farm plan, and other action plans regarding their actions to comply with their General Order. Yearly costs would include State administrative fees (for example, annual fees for farm sizes from 10-100 acres are currently \$1,084 + \$6.70/Acre); the cost to prepare annual monitoring reports; and water quality monitoring costs. To enroll as an Individual Discharger under the Irrigated Lands Regulatory Program, call the Central Valley Water Board phone line at (916) 464-4611 or e-mail board staff at IrrLands@waterboards.ca.gov.

Low or Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Dewatering and Other Low Threat Discharges to Surface Waters* (Low Threat General Order) or the General Order for *Limited Threat Discharges of Treated/Untreated Groundwater from Cleanup Sites, Wastewater from Superchlorination Projects, and Other Limited Threat Wastewaters to Surface Water* (Limited Threat General Order). A complete application must be submitted to the Central Valley Water Board to obtain coverage under these General NPDES permits.

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at:
http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0074.pdf

For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at:
http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0073.pdf

NPDES Permit

If the proposed project discharges waste that could affect the quality of the waters of the State, other than into a community sewer system, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. A complete Report of Waste Discharge must be submitted with the Central Valley Water Board to obtain a NPDES Permit.

For more information regarding the NPDES Permit and the application process, visit the Central Valley Water Board website at:
http://www.waterboards.ca.gov/centralvalley/help/business_help/permit3.shtml

If you have questions regarding these comments, please contact me at (916) 464-4644 or Stephanie.Tadlock@waterboards.ca.gov.



Stephanie Tadlock
Environmental Scientist

cc: State Clearinghouse unit, Governor's Office of Planning and Research, Sacramento

September 26, 2016

SENT VIA E-MAIL

Patrick Angell
City of Rancho Cordova Planning Department
2729 Prospect Park Drive, Rancho Cordova, CA 95670

**Subject: Douglas Road Phase 2 Draft Initial Study / Mitigated
Negative Declaration**

Dear Mr. Angell:

Thank you for providing the Sacramento Metropolitan Air Quality Management District (SMAQMD) with the opportunity to review the Initial Study / Mitigated Negative Declaration (MND) for this project. SMAQMD comments follow.

Construction Emissions

The District's *Guide to Air Quality Assessment in Sacramento County* (Guide) describes the analysis expectations for construction-generated criteria air pollutant emissions. We commend inclusion of SMAQMD's [Enhanced Exhaust Control Practices](#) as mitigation; but please also explicitly include SMAQMD's [Basic Construction Emission Control Practices](#) (BCECP). Note that SMAQMD's particulate matter significance threshold is zero, unless the BCECP are applied.

Multimodal Transportation

The project is located in the SunRidge Specific Plan area, and is subject to the plan's Emission Reduction Measures (ERMs) under the California Environmental Quality Act (CEQA). The ERMs are attached in this email. ERMs particularly relevant to this project include intersection improvements and street design features for pedestrian safety and comfort (ERMs #5 "Pedestrian Network" and #9 "Traffic Calming"), as well as bikeway improvements.

As a reminder, the "Pedestrian Network" measure calls for access to the sidewalk along arterial or collector streets from the interior neighborhoods at intervals of not more than 1000 feet. The proposed project would provide an especially good opportunity to accommodate this provision. Further, as a reminder, the "Proximity to Bike Path /

Lanes" measure (ERM #4) calls for bi-directional bikeways, with extra provisions for bike lanes on roads with design speeds of 45 mph or more.

General Comments

All projects are subject to SMAQMD rules and regulations in effect at the time of construction. The attached document describes SMAQMD rules which may apply to this project whether the air quality impacts are determined to be significant or not. If you have questions about these comments, please contact me at mwright@airquality.org or 916-874-4207.

Sincerely,

A handwritten signature in black ink that reads "Molly Wright". The signature is written in a cursive, flowing style.

Molly Wright, AICP
Air Quality Planner / Analyst

Attachment: SMAQMD Rules and Regulations Statement

Cc: Paul Philley, Program Coordinator, SMAQMD

SMAQMD Rules & Regulations Statement (revised 3/12)

*The following statement is recommended as standard condition of approval or construction document language for **all** development projects within the Sacramento Metropolitan Air Quality Management District (SMAQMD):*

All projects are subject to SMAQMD rules in effect at the time of construction. A complete listing of current rules is available at www.airquality.org or by calling 916.874.4800. Specific rules that may relate to construction activities or building design may include, but are not limited to:

Rule 201: General Permit Requirements. Any project that includes the use of equipment capable of releasing emissions to the atmosphere may require permit(s) from SMAQMD prior to equipment operation. The applicant, developer, or operator of a project that includes an emergency generator, boiler, or heater should contact the SMAQMD early to determine if a permit is required, and to begin the permit application process. Portable construction equipment (e.g. generators, compressors, pile drivers, lighting equipment, etc.) with an internal combustion engine over 50 horsepower are required to have a SMAQMD permit or a California Air Resources Board portable equipment registration. Other general types of uses that require a permit include, but are not limited to dry cleaners, gasoline stations, spray booths, and operations that generate airborne particulate emissions.

Rule 403: Fugitive Dust. The developer or contractor is required to control dust emissions from earth moving activities, storage or any other construction activity to prevent airborne dust from leaving the project site.

Rule 414: Water Heaters, Boilers and Process Heaters Rated Less Than 1,000,000 BTU PER Hour. The developer or contractor is required to install water heaters (including residence water heaters), boilers or process heaters that comply with the emission limits specified in the rule.

Rule 417: Wood Burning Appliances. This rule prohibits the installation of any new, permanently installed, indoor or outdoor, uncontrolled fireplaces in new or existing developments.

Rule 442: Architectural Coatings. The developer or contractor is required to use coatings that comply with the volatile organic compound content limits specified in the rule.

Rule 460: Adhesives and Sealants. The developer or contractor is required to use adhesives and sealants that comply with the volatile organic compound content limits specified in the rule.

Rule 902: Asbestos. The developer or contractor is required to notify SMAQMD of any regulated renovation or demolition activity. Rule 902 contains specific requirements for surveying, notification, removal, and disposal of asbestos containing material.

Naturally Occurring Asbestos: The developer or contractor is required to notify SMAQMD of earth moving projects, greater than 1 acre in size in areas “Moderately Likely to Contain Asbestos” within eastern Sacramento County. Asbestos Airborne Toxic Control Measures, Section 93105 & 93106 contain specific requirements for surveying, notification, and handling soil that contains naturally occurring asbestos.

ATTACHMENT 3**Response to Comments: Douglas Road Phase 2 Mitigated Negative Declaration (MND)**

Comment period from August 26, 2016 to September 26, 2016

On August 26, 2016, the City submitted a Notice of Intent to Adopt a Mitigated Negative Declaration (MND) to the State Clearinghouse and the Sacramento City Clerk to initiate a 30-day public and agency review period, which ended on September 26, 2016. The City received two comments letters during the review period from the Sacramento Metropolitan Air Quality Management District (SMAQMD) and Central Valley Regional Water Quality Control Board (CVRWQCB).

1. Staff Response to the Sacramento Metropolitan Air Quality Management District (SMAQMD) Comment Letter dated September 26, 2016:

SMAQMD commends the inclusion of the District's Enhanced Exhaust Control Practices as mitigation, but requests inclusion of the District's Basic Construction Emission Control Practices. The Basic Construction Emission Control Practices are listed in the regulatory section of the Air Quality discussion on MND page 3.0-7. The comment also references the Sunridge Specific Plan and notes Emission Reduction Measures associated with that project. The comment references the access to sidewalks at intervals of not less than 1,000 feet and the provision of bi-directional bikeways along roadways with design speeds of 45 miles per hour or more. The proposed Douglas Road improvements are included in the General Plan Circulation Element and are not part of the Sunridge Specific Plan. Further, as shown in MND Figure 2, sidewalk improvements have already been constructed on the south side of the road alignment adjacent to the Sunridge Specific Plan area. Only a portion of the Specific Plan area adjacent to the roadway between the future Rancho Cordova Parkway and Branigan Lake Way have not been developed and the proposed project would not preclude the provision of sidewalk access in this area. With regard to bike lanes, as shown in MND Figure 3, the proposed project includes a 10-foot pedestrian/bike path on the north side of the roadway, which meets the City's definition of a Class 1 facility and satisfies the need for bi-directional bikeways along the project. No additional facilities would be required and there would be no change to the significance findings in the MND.

2. Staff Response to the Central Valley Regional Water Quality Control Board (CVRWQCB) Comment Letter dated September 19, 2016:

CVRWQCB provided information regarding its responsibility in protecting the quality of surface water and groundwater of the State of California and included details on policies and permits related to those issues. The MND assumes compliance with applicable policies and permits to ensure less than significant impacts on water quality. Because the letter raised no specific comments related to the adequacy of the MND or to any potential for impacts beyond that addressed in the MND, no response is required.

CITY OF RANCHO CORDOVA**RESOLUTION NO. 100-2015****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING THE FIVE YEAR CAPITAL IMPROVEMENT PLAN 2016-2020 AND THE
CAPITAL IMPROVEMENT PLAN EXPENDITURE BUDGET FOR THE FISCAL YEARS
BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2020, AND PROVIDING FOR THE
APPROPRIATIONS AND EXPENDITURES OF ALL SUMS SET FORTH THEREIN**

WHEREAS, the City Manager or his designee has submitted to the City Council of Rancho Cordova a Five Year Capital Improvement Plan for 2015-2020;

WHEREAS, the Five Year Capital Improvement Plan contains the Fiscal Years 2015/2017 Proposed Budget for the Capital Improvement Projects and a proposed fund allocation through Fiscal Year 2018/20120;

WHEREAS, after conducting workshops and a public hearing on the proposed Five Year Capital Improvement Plan and proposed 2015/2017 expenditure budget, the City Council has approved the same;

WHEREAS, it is the intention of the Council to adopt the Five Year Capital Improvement Plan and approve the Fiscal Years 2015/2017 Capital Improvement Plan budget and allocate the funding to the Capital Improvement Projects;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Rancho Cordova as follows:

1. That certain document referred to as "The City of Rancho Cordova Five Year Capital Improvement Plan 2016-2020" presented by the City Manager or his designee is hereby adopted and the appropriations for the annual budget for the Capital Improvement Projects for the fiscal years beginning on July 1, 2015 and ending on June 30, 2017, is hereby adopted; and
2. That the amounts stated in the proposed budget for the Capital Improvement Projects shall become and thereafter be appropriated to the Projects and purposes stated therein and said monies are hereby allocated and authorized to be expended for the purposes and objected specified in said budget; and
3. The City Manager is authorized to approve expenditure adjustments within individual funds so long as the total appropriated within each major fund is not exceeded.

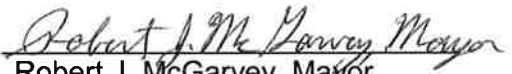
PASSED AND ADOPTED by the City Council of on the 3rd day of August, 2015 by the following vote:

AYES: Budge, McGarvey, Sander, Skoglund, Terry.

NOES: None.

ABSENT: None.

ABSTAIN: None.


Robert J. McGarvey, Mayor

ATTEST:


Mindy Cuppy, MMC, City Clerk

