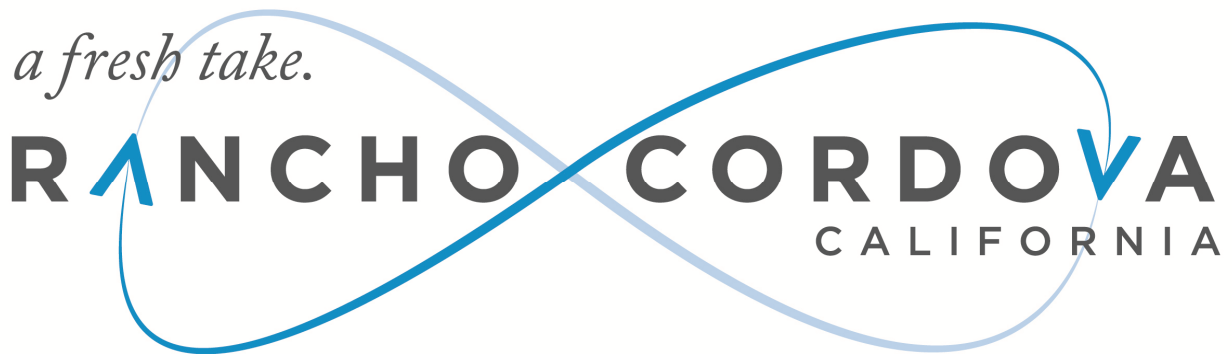


CITY OF RANCHO CORDOVA



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

Monday, March 16, 2015

4:30 PM – Closed Session

5:30 PM – Regular Meeting

AGENDA

Robert J. McGarvey, Mayor

David Sander, Vice Mayor

Donald Terry, Council Member

Linda Budge, 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, March 16, 2015

4:30 PM – Closed Session
Community Board Meeting

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

AGENDA

1. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

2. CLOSED SESSION

Council will meet in Closed Session to discuss the following item(s):

- 2.1 CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (Number of potential cases: 1).

3. ADJOURNMENT

Mayor McGarvey will adjourn the Closed Session to the Regular Meeting in the David B. Roberts Council Chambers.

4. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

5. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

6. PLEDGE OF ALLEGIANCE

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

7. INVOCATION

Wayne Langford from the Church of Jesus Christ of Latter Day Saints will give the invocation.

8. OPEN SESSION - REPORT FROM CLOSED SESSION

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

9. PRESENTATIONS

- 9.1 Proclamation of Recognition to Maria Benesh, a 5th Grader at Cordova Meadows and Amanda Brown, a 6th Grader at Cordova Gardens for Being a 2015 California Central Valley Spelling Bee Finalist.
- 9.2 Presentation of Proclamation for Vietnam Veterans Day.
- 9.3 Presentation on Youth Services, Generation Rx, Presented by Roberto Hernandez, Jose Hernandez, Maria Hernandez, Anthony L'Cayo, Sergey Kalashyan, and Jamie Gomez from Folsom Cordova Community Partnership.

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 March 2, 2015 Special and Regular City Council Meeting.
Recommendation: Adopt minutes.

- 12.2 **Subject:** Second Reading of Ordinance No. 2-2015, Approving a Rezone and Development Agreement Amendment for Grant Line 208 - Project No. DD8437.
 Recommendation: Waive the second reading and adopt Ordinance No. 2-2015.
 Result of Recommended Action: Approval of the project would allow reconfiguration of the residential subdivision and overall reduction in units from 724 single family lots to 502 single family lots. Additionally, approval of the project would allow for amendments to the previously adopted Development Agreement to clarify the project's parks and infrastructure requirements. These modifications reflect the recent updates to the City's open space/park standards and Public Works improvement timing and standards.
 Staff Report: Jessica Jordan, Principal Planner.
 Advances Goals: 1, 2, 6.
- 12.3 **Subject:** Second Reading of Ordinance No. 3-2015, Amending Section 16.84 of the City Municipal Code Extending the Temporary Deferral for Payments of Transportation Development Impact Fees for a Period of Three Years.
 Recommendation: Waive the second reading and adopt Ordinance No. 3-2015.
 Result of Recommended Action: Adoption of this ordinance will allow the payment of the Transportation Development Impact Fee to be deferred to a later date in accordance with the City's current Temporary Fee Deferral Program which will also expire on June 30, 2016.
 Staff Report: Michelle Mingay, Sr. Finance Analyst.
 Advances Goal: 5.
- 12.4 **Subject:** Resolution Awarding the Concrete Maintenance Services Agreement to California Pavement Maintenance Company Inc., in the Amount not to Exceed \$350,750.
 Recommendation: Adopt Resolution No. 23-2015.
 Result of Recommended Action: Adoption of the resolution will allow the City to award a three year concrete maintenance services agreement to the lowest responsive bidder California Pavement Maintenance Company Inc., in an amount not to exceed \$350,750.
 Staff Report: Cyrus Abhar, Director, Public Works Department.
 Advances Goals: 2, 5.
- 12.5 **Subject:** Annexation of Rivergate Shopping Center Project to the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance).
 Recommendation: Adopt Resolution No. 27-2015.
 Result of Recommended Action: Adoption of Resolution No. 27-2015 approves Annexation Map. No. 16 for the Rivergate Shopping Center Project to Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) (hereinafter "CFD No. 2008-1"). There is no financial impact to existing residents.
 Staff Report: Elizabeth Sparkman, Senior Engineer.
 Advances Goal: 5.
- 12.6 **Subject:** Approval of a Template Credit/Reimbursement Agreement for Privately Constructed Public Facilities Funded by Supplemental Transportation Fees.
 Recommendation:
 Adopt Resolution No. 30-2015 Approving a Template Credit/Reimbursement Agreement.
 Adopt Resolution No. 31-2015 Approving a Credit Agreement with MS Rialto North Douglas.

Result of Recommended Action: Adoption of Resolution No. 30-2015 will allow the City Manager, or designee, to execute agreements of a similar form and scope with Developers, constructing improvements in lieu of the payment of the Supplemental Transportation Fee. Adoption of Resolution No. 31-2015 approves a credit agreement with MS Rialto North Douglas CA, LLC using the approved template agreement.

Staff Report: Cyrus Abhar, Public Works Director.

Advances Goal: 5.

- 12.7 **Subject:** Resolution Authorizing the City Manager to Execute Contract Change Orders No. 1 with All-American Construction, Inc. for Construction of the Sunrise Blvd Sidewalk Improvements Project.

Recommendation: Adopt Resolution No. 32-2015.

Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute Contract Change Order No. 1 with All-American Construction Inc., to increase the current contract amount from \$101,834.50 to \$114,878.99 for the construction of the Sunrise Boulevard Sidewalk Improvements Project.

Staff Report: Cyrus Abhar, Public Works Department.

Advances Goals: 1, 2, 5.

13. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 13.1 **Subject:** Capital Village Development Agreement Amendment; Project No. DD8568 – Located at the Southeast Corner of Zinfandel Drive and Data Drive, to the Northwest Corner of Prospect Park Drive and the Northern Boundary of the Villages of Zinfandel Planning Special Plan Located South of International Drive.

Recommendation: Introduce and waive the first reading of Ordinance No. 5-2015.

Result of Recommended Action: Adopting this Ordinance will extend the current timing requirement for the Capital Village Special Planning Area Development Agreement (DA) by an additional 10 year term. While a majority of the special planning area is developed, this time extension is needed to ensure consistent financial mechanisms are in place to complete the remaining development.

Staff Report: Matthew Diaz, Associate Planner.

Advances Goal: 2.

14. PUBLIC HEARING ITEMS

- 14.1 **Subject:** Rancho Cordova Parkway Interchange Project.

Recommendation:

Staff recommends that the City Council take the following action:

Adopt Resolution 28-2015 Certifying the Rancho Cordova Parkway Interchange Project Final EIR/EA consisting of: the Draft EIR, the Final EIR (including response to comments received on the Draft EIR), making certain findings regarding the environmental effects of the project, adopting a Statement of Overriding Considerations, and adopting the Mitigation Monitoring and Reporting Program.

Adopt Resolution 29-2015 Approving the Rancho Cordova Parkway Interchange Project and Alternative 3 as the preferred design alternative.

Result of Recommended Action:

Approval of the project would allow for the construction of a new interchange at U.S. Highway 50 (US 50) between Sunrise Boulevard and Hazel Avenue. The project will build auxiliary lanes in both directions on US 50 from Sunrise Boulevard to Hazel

Avenue and will build Rancho Cordova Parkway as a 4 lane arterial road from US 50 south to White Rock Road.

This project reflects planned transportation improvements in the City's General Plan and the project addresses existing operational deficiencies on US 50 and on area arterial roadways. The project will also provide future transportation capacity that will serve growth throughout eastern Sacramento County.

Staff Report: Cyrus Abhar, Public Works Department Director.

Advances Goals: 1, 2, 5.

15. REGULAR CALENDAR ITEMS

NONE.

16. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

17. CITY MANAGER'S REPORT

18. 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	
<i>Tuesday, March 24, 2015</i>	<i>City Council Special Meeting (5:30 PM)</i>
<i>Wednesday, March 25, 2015</i>	<i>Town Hall Meeting at Williamson Elementary (6-7:30 PM)</i>
<i>Thursday, March 26, 2015</i>	<i>Town Hall Meeting at A.M. Winn Elementary (6-7:30 PM)</i>
<i>Friday, March 27, 2015</i>	<i>Town Hall Meeting at Navigator Elementary (6-7:30 PM)</i>
<i>Monday, March 30, 2015</i>	<i>Town Hall Meeting at Sunrise Elementary (6-7:30 PM)</i>
<i>Monday, April 6, 2015</i>	<i>City Council Special Meeting/Study Session (4:00 PM) and Regular Meeting (5:30 PM)</i>

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, March 16, 2015 Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, March 12, 2015 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.cityofranchocordova.org.

Signed Thursday, March 12, 2015 at Rancho Cordova, California.


Mindy Cuppy, MMC, City Clerk

Generation Rx

Preventing the Misuse and Abuse
of Prescription Medications

Presenter

Youth Leadership Council Members:
Roberto, Jose, Daniel, and Serg

3/16/2015



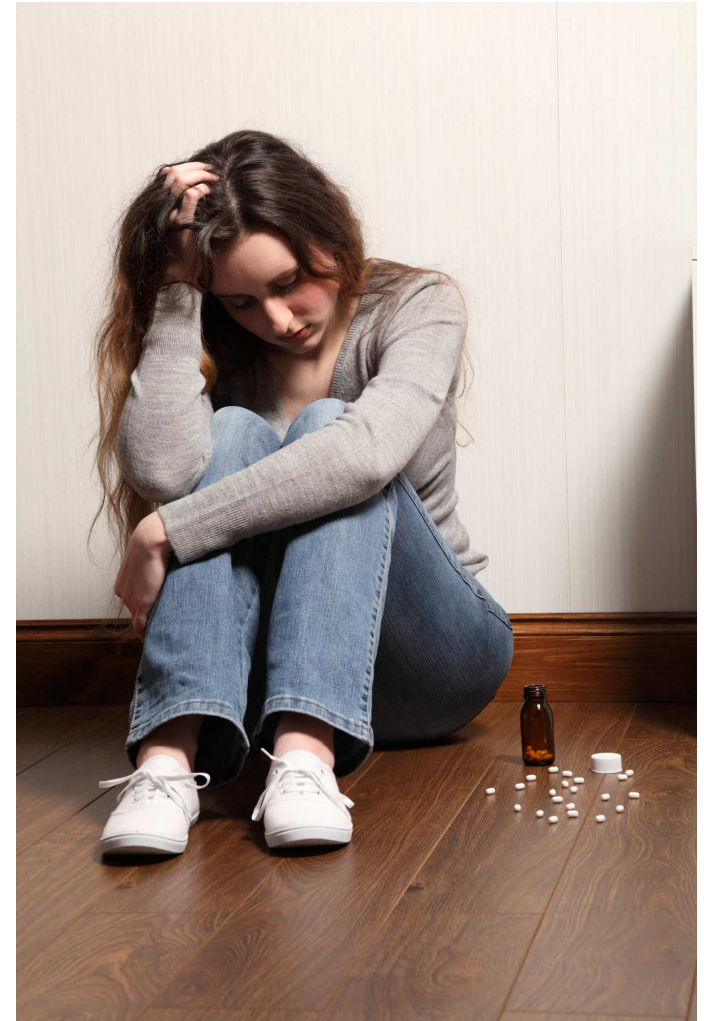
APhA-ASP
AMERICAN PHARMACISTS ASSOCIATION
ACADEMY OF STUDENT PHARMACISTS



What do you think?

Which behavior(s) is considered **prescription drug abuse**?

1. Taking a prescription drug that was not prescribed for you.
2. Taking more of a prescription drug than you're supposed to.
3. Taking a prescription drug for a reason other than you're supposed to.
4. **All of the above**



What do you think?

About how many Americans (age 12 or older) **abused a prescription medication** in a year?

1. 7,000
2. 70,000
3. 700,000
4. **7 million**
5. 70 million



TR_xUTH and consequences

- Health, legal, social and **personal development** considerations.
- **Thousands of emergency department visits** every year are related to prescription medication misuse or abuse.
- Drug treatment admissions for prescription drug addictions have **increased dramatically** in recent years.



Dangers of Abusing Prescription Drugs

- Increases in blood pressure or heart rate
- Damage to brain and other organs
- Accidental overdose/poisonings
- Physical dependence
- Addiction
- Disruption in breathing (respiratory depression)
- Seizures
- **Death**
- Risks associated with mixing multiple drugs or combining with alcohol

Physical Warning Signs

Depending on the medication being abused:

Excessive sweating, urination or thirst

Nausea and vomiting

Uncontrollable diarrhea

Spastic shaking

Drowsiness, dizziness and insomnia

Loss of consciousness

Physical dependence

Addiction

Hospitalization

Behavioral Warning Signs

- Sudden mood changes, including irritability, negative attitude, personality change.
- Extreme changes in groups of friends or hangout locations.
- Lying or being deceitful, unaccounted time away from home/missed school days, avoiding eye contact.
- Losing interest in personal appearance, extracurricular activities or sports.
- Poor performance at school.
- Borrowing money or having extra cash.
- Visiting and even purchasing from pro-drug abuse (illegal) web sites.

What can I do?

Encourage family & friends to:

- **Avoid tendencies** to self-diagnose and self-prescribe.
- Model **safe medication-taking practices** for others.
- **Talk** with your family members, friends and neighbors.
- **Store** prescription drugs safely and **dispose** of them properly.
- Participate in a **medication disposal day** in your community.



Talking to Teens About Prescription Drug Abuse

“Denormalize” the behavior

- While 1 in 5 teens are abusing prescription drugs,
4 in 5 are not.

Debunk common myths

- Prescription drugs are **just as dangerous** as other substances.
- Can be **just as addictive**.
- It's **not okay** to misuse these drugs, even “once and a while”.

Talking to Teens About Prescription Drug Abuse

- **Give teens an escape route**

- Teach them how to get out of a bad situation.
- Suggest a response they can use so they don't feel "uncool."
 - "I don't want to ruin my season/get in trouble with the coach."
 - "I have to do something with my parents really early tomorrow morning."
 - "I'm the designated driver."
 - "I'm not interested."
 - "No, thanks."



GenerationRx

Preventing the Misuse and Abuse
of Prescription Medications

The GenerationRx Initiative is a trademark of The Ohio State University College of Pharmacy.

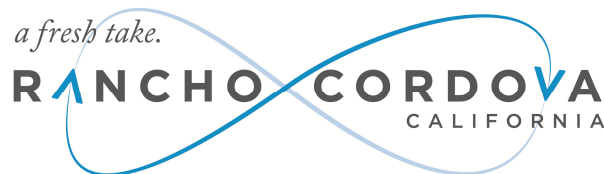
Thank You For Coming!

This program is brought to you by:



APhA-ASP
AMERICAN PHARMACISTS ASSOCIATION
ACADEMY OF STUDENT PHARMACISTS





**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, March 02, 2015

**3:00 PM – Special Meeting
American River Room North**

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

Special Meeting/Work Session to Follow the Regular Meeting

MINUTES

1. STUDY SESSION - CALL TO ORDER/ROLL CALL

Mayor McGarvey called the special meeting to order in the American River Rooms at 3:10 PM.

Council Members Present: McGarvey, Terry, Budge, Skoglund

Council Members Absent: Sander

Staff Members Present: Nakamura, Busch, Zillig, Taylor, Stover, Sparks, Lee, Norton, Abhar, Haven, Jordan, Silva, Holt, Chinn, Hadley, Thomas, Humphrey, Peterson, Garcia, Sparkman, Flory, Cuppy, Lindgren, Ramirez

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEM

- 3.1 **Subject:** Update on Ethics, Transparency, and Governance: Semi-Annual AB 1234 Ethics Training.

ACTION: Discussion item only, no action taken.

4. ADJOURNMENT OF STUDY SESSION

Mayor McGarvey adjourned the meeting to the Regular Meeting in the David B. Council Chambers at 5:17 PM.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor McGarvey 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: Nakamura, Lindgren, Cuppy, George, Abhar, Busch, Holt, Hayes, Adams, Jordan, Hadley

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

7. PLEDGE OF ALLEGIANCE

Rod Borba led the pledge.

8. INVOCATION

George Burnash gave the invocation.

9. PRESENTATIONS

- 9.1 Certificate of Recognition from the Mayor given to the New Army Enlistees of Rancho Cordova.

10. PUBLIC COMMENT

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

- Rod Borba, regarding the celebration of the Cordova Girls Softball 50th Year Anniversary and requesting a proclamation for opening day.

Mayor McGarvey 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 by Budge second by Skoglund;
Carried by a 5:0 roll call vote.

- 12.1 **Subject:** Meeting Minutes of February 17, 2015 Regular Meeting.
Recommendation: Adopt minutes.
- 12.2 **Subject:** Resolution Authorizing the City Manager to Execute the Third Amendment with Bureau Veritas North America, Inc. to Continue Providing On-Call Building Plan Review and Inspection Services for the Building and Safety Division.
Recommendation: Adopt Resolution No. 19-2015.
Result of Recommended Action: The contract amendment will increase the total contract amount from \$1,280,000 to \$1,630,000 to continue to provide plan review and inspection services for the Building and Safety Division through March 2017.
Staff Report: Elizabeth Sparkman, Senior Engineer.
Advances Goal: 5.
- 12.3 **Subject:** Resolution Authorizing the Public Works Director to Authorize the Submittal and Signing Authority of all Grant Applications to CalRecycle.
Recommendation: Adopt Resolution No. 25- 2015.
Result of Recommended Action: Adoption of this resolution will authorize the Public Works Director to authorize the submission and signing authority of all grant applications to CalRecycle including the Used Oil Competitive Grant Cycle 2.
Staff Report: Cyrus Abhar, Public Works Director and Kathy Garcia, Senior Civil Engineer.
Advances Goals: 1, 2, 3, 5.
- 12.4 **Subject:** Resolution of Consideration to Amend and Restate the Rate and Method of Apportionment of Special Tax, Increase the Authorized Principal Amount of Bonded Indebtedness and Increase the Annual Appropriations Limit for the Sunridge North Douglas Community Facilities District No. 2005-1.
Recommendation: Adopt Resolution No. 18-2015.
Result of Recommended Action: Adoption of this resolution begins the process of amending the Rate and Method of Apportionment for the Sunridge North Douglas Community Facilities District 2005-1, increases the authorized bonded indebtedness to a principal amount not to exceed Thirty Five Million Dollars (\$35,000,000) to finance the acquisition and construction of certain public facilities and the payment of certain fees and sets 5:30 p.m. on April 6, 2015 as the time and date for a public hearing on the matter. There is no financial impact to existing residents.
Staff Report: Michelle Mingay, Finance Department.
Advances Goal: 5.
- 12.5 **Subject:** Resolution Terminating Emergency Action and Authorizing Payment to Crusader Fence in the amount of \$19,370, for Supplies and Services Provided.
Recommendation: Adopt Resolution No. 26-2015.
Result of Recommended Action: Pursuant to Rancho Cordova Municipal Code 3.660.120, staff is informing Council of the action that was taken in an emergency situation that required immediate action without formal bid. Adoption of this resolution will terminate the emergency action and authorize payment to contractor for services provided.
Staff Report: Cyrus Abhar, Public Works Director.
Advances Goal: 2.

- 12.6 **Subject:** Resolution Amending CalHome Program Management Contract No. 12-2014.
Recommendation: Adopt Resolution No. 21-2015, approving contract 12-2014-1 for the not to exceed amount of \$102,000.
Result of Recommended Action: Adoption of recommended action authorizes approval of an amendment to Contract 12-2014, which allows the City Manager to amend the Professional Services Agreement with PMC from \$92,000 to \$102,000 for the provision of Program Management needs for the CalHome Owner-Occupied Residential Rehabilitation Program. The increase is due to the initial start-up costs associated with program management. This amendment will also change the term of the contract. The original agreement which is set to expire on February 18, 2016 will be amended to February 18, 2017.
Staff Report: Reed Flory, Housing Services Administrator, Housing Division and Peter Ibrahim, Housing Services Assistant.
Advances Goals: 1, 2, 3, 5.
- 12.7 **Subject:** Ordinance Amending Section 16.84 of the City Municipal Code Extending the Temporary Fee Deferral for Payments of Transportation Development Impact Fees for a Period of Three Years.
Recommendation: Waive first reading and introduce Ordinance No. 3-2015 approving an extension of the temporary fee deferral for payments of Transportation Development Impact Fees through June 30, 2016.
Result of Recommended Action: Adoption of this ordinance will allow the payment of the Transportation Development Impact Fee to be deferred to a later date in accordance with the City's current Temporary Fee Deferral Program which will also expire on June 30, 2016.
Staff Report: Michelle Mingay, Sr. Finance Analyst.
Advances Goal: 5.
- 12.8 **Subject:** Appointment of Real Property Negotiators.
Recommendation: Appoint Brian Nakamura, Joe Chinn, and Adam Lindgren as Real Property Negotiators.
Result of Recommended Action: This action will allow negotiation of price and payment terms for real property located at the underdeveloped area bordered by White Rock Grant Line Douglas and the industrial area east of Sunrise known as the Rio Del Oro Property Area.
Advances Goal: 5.

13. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

Item 13.1 was pulled for discussion.

- 13.2 **Subject:** An Urgency Ordinance of the City Council of the City of Rancho Cordova Extending for One (1) Year a Temporary Moratorium on the Establishment, Expansion, and Operation of Private Smokers' Lounges, E-Cigarette Lounges, Vapor Bars, and Hookah Bars, to Become Effective March 17, 2015.
Recommendation: Hold a public hearing and adopt Urgency Ordinance No. 4-2015, extending for one (1) year a temporary moratorium on the establishment and operation of private smokers' lounges, e-cigarette lounges, vapor bars, and hookah bars, pending further review and possible amendment of zoning regulations applicable to these types of establishments.
Result of Recommended Action: Adoption of this Urgency Ordinance will extend the

current ten (10) months and fifteen (15) day moratorium by one (1) year on the establishment, expansion or relocation of private smokers' lounges, e-cigarette lounges, vapor bars, and hookah bars. Extension of this moratorium is needed in order to: (1) address the community concerns regarding the establishment and operation of private smokers' lounges, e-cigarette lounges, vapor bars, and hookah bars; (2) continue studying the potential impacts that these types of businesses may have on the public health, safety and welfare; (3) continue studying and determining what local regulations may be appropriate or necessary for private smokers' lounges, e-cigarette lounges, vapor bars, and hookah bars; (4) continue studying and determining the appropriate zoning and location for these types of businesses; and (5) continue determining appropriate measures to ensure the protection of public health, safety and welfare.

Staff Report: Adam U. Lindgren, City Attorney.

Advances Goals: 1, 2.

Mayor McGarvey opened the public comment period for item 13.2. There were no speakers. Mayor McGarvey closed the public comment period.

ACTION: Motion to approve item 13.2 by Budge second by Terry;
Carried by a 5:0 roll call vote.

Item 13.1 was pulled for discussion.

13.1 **Subject:** Rivergate Shopping Center Unified Sign Program; Project No. DD8419 – Located at 2310-2352 Sunrise Boulevard.

Recommendation: Adopt Resolution No. 22-2015.

Result of Recommended Action: A Unified Sign Program for the Rivergate Shopping Center would uniformly regulate building-mounted signage throughout the existing shopping center, ensuring all signs conform to the City's typical standards for commercial centers. Signs would remain proportional to the building, be compatible in color, design, and material, and in keeping within the overall intent of the City's sign standards. The Sign Program would also allow one additional monument sign within the center.

Staff Report: Jessica Jordan, Principal Planner.

Advances Goals: 1, 2 , 6.

Mayor McGarvey opened the public comment period for item 13.1. There were no speakers. Mayor McGarvey closed the public comment period.

The applicant representing Ethan Conrad Properties and the applicant representing Chick-fil-A addressed council's questions.

ACTION: Motion to approve item 13.1 with amendments and absent the Monument Sign E by Budge.

ACTION: Amended motion to approve item 13.1 allowing the Monument Sign E by Sander.

ACTION: Motion to approve item 13.1 by Terry second by Sander;
Carried by a 4:1 roll call vote. (Budge dissenting)

14. PUBLIC HEARING ITEMS

- 14.1 **Subject:** Grant Line 208 Rezone, Large Lot Tentative Subdivision Map, Small Lot Tentative Subdivision Map, Development Agreement Amendment; Project No. DD 8436 – Located south of Douglas Road and West of Grant Line Road.

Recommendation: Introduce and waive the first reading of Ordinance No. 2-2015 and adopt Resolution No. 24-2015.

Result of Recommended Action: Approval of the project would allow reconfiguration of the residential subdivision and overall reduction in units from 724 single family lots to 502 single family lots. Additionally, approval of the project would allow for amendments to the previously adopted Development Agreement to clarify the project's parks and infrastructure requirements. These modifications reflect the recent updates to the City's open space/park standards and Public Works improvement timing and standards.

Staff Report: Jessica Jordan, Principal Planner.

Advances Goals: 1, 2, 6.

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

- The applicant addressed council's questions.

Mayor McGarvey closed the public comment period.

ACTION: Motion to approve item 14.1 with supplemental amendments by Terry second by Skoglund;
Carried by a 5:0 roll call vote.

15. REGULAR CALENDAR ITEMS

NONE.

16. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council Member Sander requested agricultural discussion regarding bee-keeping ordinance.

Council Member Budge requested plastic bag ban discussion.

17. CITY MANAGER'S REPORT

Update on Town Hall Meetings and Council Feedback.

18. ADJOURNMENT

Mayor McGarvey adjourned the regular meeting to closed session in the Community Board Room in honor of Scottie Moore at 7:37 PM.

19. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor McGarvey called the closed session to order in the Community Board Room at 7:39 PM.

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

Council Members Absent: None

Staff Members Present: Nakamura, Lindgren, Abhar, Busch

20. CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: Rio Del Oro Property, located at the underdeveloped area bordered by White Rock Grant Line Douglas and the industrial area east of Sunrise known as the Rio Del Oro Property Area.

APN: 072-0370-045-0000; 072-0370-046-0000; 072-0370-047-0000; 072-0370-048-0000; 072-0370-071-0000; 072-0370-089-0000; 072-0370-092-0000; 072-0370-102-0000; 072-0370-103-0000; 072-0370-104-0000; 072-0370-105-0000; 072-0540-004-0000; 072-0540-005-0000; 072-0540-006-0000; 072-0540-011-0000; 072-0540-013-0000; 072-0540-014-0000; 072-0540-015-0000; 072-0540-016-0000; 072-0540-017-0000; 072-0540-021-0000; 072-0540-022-0000; 072-0540-023-0000

Agency negotiators: Brian Nakamura, Joe Chinn, Adam Lindgren.

Negotiating parties: Elliot Homes and Aerojet.

Under negotiation: Price and terms of payment.

21. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney, Adam Lindgren, reported that there was no reportable action taken in closed session.

22. ADJOURNMENT

Mayor McGarvey adjourned the meeting at 9:35 PM.

Mindy Cuppy, MMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 2-2015

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A REZONE AND DEVELOPMEN AGREEMENT AMENDMENT FOR GRANT
LINE 208 – PROJECT NO. DD8437**

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:

Section 1. Purpose and Declarations.

WHEREAS, AKT Investments, Inc (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova to modify the Grant Line 208 development project located on the west side of Grant Line Road, approximately 1,700 feet south of Douglas Boulevard. (Assessor's Parcel Number 067-0040-023, -024, & -025); and

WHEREAS, in order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, *et seq.*, of the Government Code (the "Development Agreement Statute"), authorizing the City, and any person having a legal or equitable interest in the real property, to enter into a development agreement and establish certain development rights in the property, which is the subject of the development project application. Pursuant to Government Code section 65868, Development Agreements may be amended by mutual assent of the parties; and

WHEREAS, in April 2006, the City and Grantline Investments LLC entered into a Development Agreement for the Grant Line 208 Project, consisting of 210 acres of low and medium density residential development (Ordinance Number 07-2006). The Grant Line 208 Project (hereinafter known as the "Property") remains undeveloped; and

WHEREAS, the Grant Line 208 Project is within the Sunrise Douglas Community Plan and the SunRidge Specific Plan ("SDCP/SRSP") area. The SDCP/SRSP was approved by the County of Sacramento ("County") in July 2002. The County also prepared and certified an Environmental Impact Report ("EIR") (State Clearinghouse Number 97022055) for the SDCP/SRSP. In July 2003, the City of Rancho Cordova incorporated an area that included the SDCP and SRSP. In response to litigation involving the SDCP/SRSP EIR, the City subsequently rescinded approval of the SDCP/SRSP. On November 7, 2012, the City certified a partially Revised EIR for the SDCP/SRSP, however, at that time the City, determined to carry out the projects within the SDCP/SRSP area without re-approving the SDCP/SRSP; and

WHEREAS, in March 2006, the City adopted a Mitigated Negative Declaration as the CEQA environmental review for the Grant Line 208 Project among others ("Sunridge East MND") which relied upon the SDCP/SRSP EIR that was incorporated by reference into the Sunridge East MND; and

WHEREAS, in the Sunridge East MND, the City concluded that the Project would not have a significant impact on the environment due to the mitigation measures adopted by the City in the SDCP/SRSP EIR and the MND. All environmental impacts were reviewed and addressed at the time the Project was approved. All recitals and findings of determination in

Ordinance 07-2006, which adopted the Development Agreement, are still accurate and relevant to the Amendment; and

WHEREAS, Pursuant to Government Code section 65868, City and Landowner now desire to modify the Development Agreement to reflect certain changes and modifications to the obligations of the Landowner to pay certain fees for parks, to revise the Landowner's park dedication obligations, and to establish standards and fees for certain Public Works improvements, all as more fully set forth in the attached Development Agreement Amendment; and

WHEREAS, the requested approvals by Landowner to the Grant Line 208 Project include the Development Agreement Amendment and amendment to the City's Zoning Map; and

WHEREAS, the attached Zoning Map amendment changes 2.5± acres within the Grant Line 208 Project from to RD-5 and RD-7 to RD-10 and Parks/Open Space; and

WHEREAS, an Addendum to the previously certified EIR and MND was prepared in accordance with the California Environmental Quality Act (CEQA). No significant impacts were identified. On the basis of the Addendum, comments received, and the whole record, there is no substantial evidence that the Project will have a significant adverse impact on the environment. The Addendum reflects the City Council's independent judgment and analysis.

WHEREAS, the City Council is the appropriate authority to hear and take action on this project; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code Section 65090 and has duly considered all written and verbal testimony presented during the hearing.

Section 2. Findings

The City Council hereby finds that:

A. **CEQA Compliance.** The City prepared an Addendum to analyze whether supplemental environmental review to the SDCP/SRSP EIR (State Clearinghouse Number 97022055) was required for the Project under CEQA ("2015 Addendum"). The analysis in the 2015 Addendum shows that none of the standards under CEQA for preparation of subsequent or supplement environmental review (either a Negative Declaration or EIR) have occurred or are met for the Project. The Grant Line 208 project will not result in any new or substantially more severe impacts and that prior analysis contained in the originally certified EIR and adopted MND adequately address all environmental impacts. Further environmental review is not required because the proposed amendments do not meet the criteria for preparing a subsequent EIR or Negative Declaration under State CEQA Guidelines section 15162.

B. **Required Findings.** The attached Development Agreement Amendment and Zoning Map Amendment are consistent with the following additional required findings:

Finding: The development agreement is consistent with the General Plan objectives, policies, land uses and implementation programs and any other applicable Specific Plans.

Evidence: The Grant Line 208 Development Agreement Amendment is consistent with the City's current adopted policies relative to parks and open space obligations and Public Work infrastructure requirements. There are no Specific Plans that apply.

Finding: The development agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or the general welfare of the residents of the city as a whole.

Evidence: The Grant Line 208 Development Agreement Amendment will ensure that the future development of the site occurs in a manner consistent with the obligations and expectations of a residential neighborhood. The project site is located in an undeveloped portion of the city and as such, no persons or property will be adversely impacted by the project. The continued development of the city will provide new residents and commercial services not currently available to the general residents of the city as a whole.

Finding: The development agreement will promote orderly development of property or the preservation of property values.

Evidence: The Grant Line 208 Development Agreement Amendment will ensure that the future development of the site occurs in an orderly manner, establishing required timing of construction for parks, payments of fees, and public works infrastructure.

Finding: The proposed amendment is consistent with the General Plan.

Evidence: The proposed rezone of the Grant Line 208 project site relies on appropriate zoning designations for the subject property and the future surrounding development areas. All designations are consistent with the corresponding General Plan Land Use Designation and development expectation for the area.

Finding: The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the city.

Evidence: Rezone of the Grant Line 208 project will support future development and is in the public interest to continue creating a healthy and varied residential community within the city. There are not anticipated effects of the project that would be detrimental to public health, safety, and welfare.

Finding: The proposed amendment has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA).

Evidence: The proposed Grant Line 208 project was reviewed and an Addendum was prepared for the project. The analysis in the 2015 Addendum shows that none of the standards under CEQA for preparation of subsequent or supplement environmental review (either a Negative Declaration or EIR) have occurred or are met for the Project. The Grant Line 208 Project will not result in any new or substantially more severe

impacts and that prior analysis contained in the originally certified EIR and adopted MND adequately address all environmental impacts. Further environmental review is not required because the proposed amendments do not meet the criteria for preparing a subsequent EIR or Negative Declaration under State CEQA Guidelines section 15162.

Finding: The site is physically suitable (including absence of physical constraints, access, compatibility with adjoining land uses, and provisions of utilities) for the requested zoning designations and anticipated land uses/development.

Evidence: The project site is physically suitable for the future development of residential, commercial, open space, parks, and preservation uses. The project has been planned to be compatible with future surrounding developments. There are no physical constraints limiting the construction to occur consistent with the Grant Line 208 Tentative Subdivision Map. The project has been conditioned to ensure that all necessary utilities and roadways are constructed in a timely manner to best serve the future residents of the Grant Line 208 Project.

Section 3. Approval of the Development Agreement Amendment

The City Council hereby approves the Development Agreement Amendment, attached to this Ordinance and incorporated herein by reference as **Exhibit 1B**, and authorizes the City Manager to sign the amended Development Agreement after the effective date of this Ordinance.

Section 4. Approval of the Zoning Map Amendment

The City Council hereby adopts the Grant Line 208 Zoning Exhibit attached in **Exhibit 1A**.

Section 5. Severability

If any provision of this Ordinance or the application thereof to any person or circumstance, is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

Section 6. Effective Date

Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its inception.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

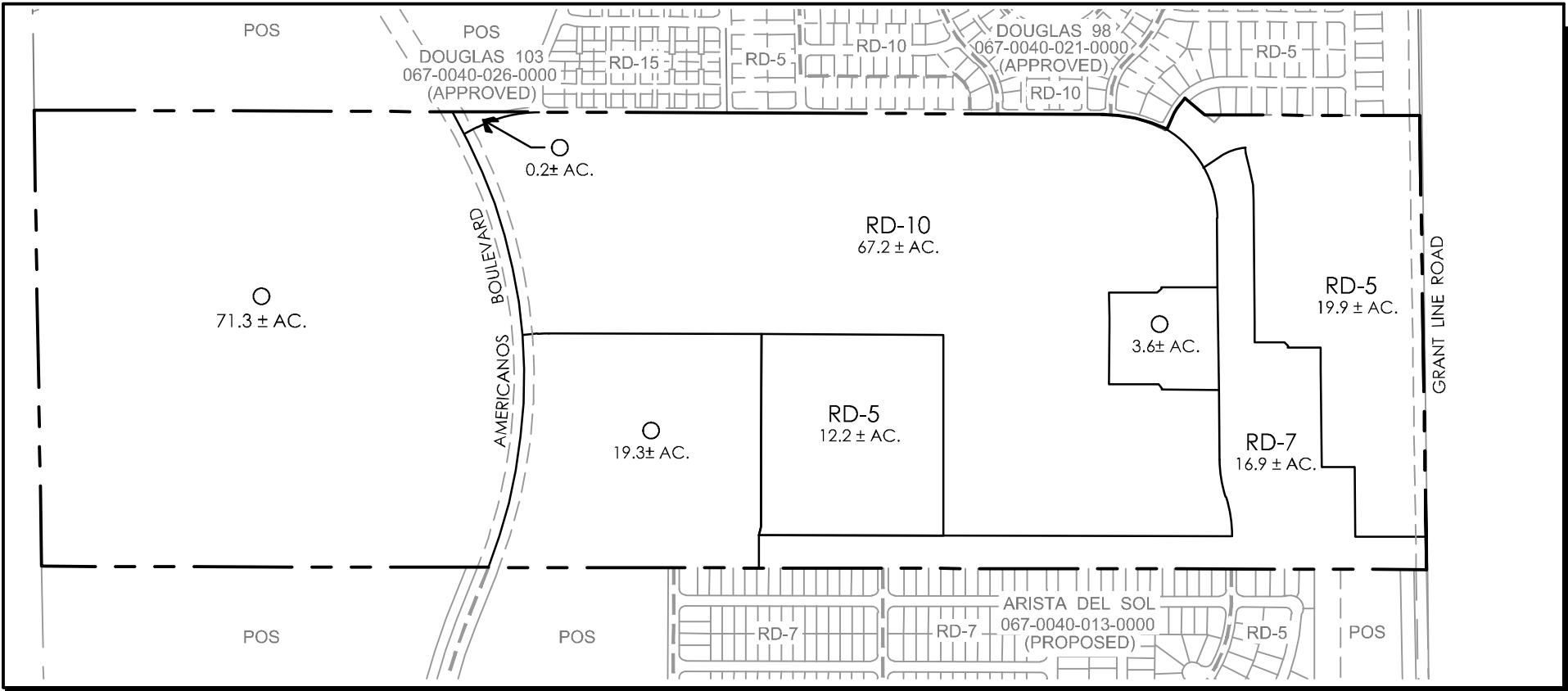
ABSTAIN:

Robert J. McGarvey, Mayor

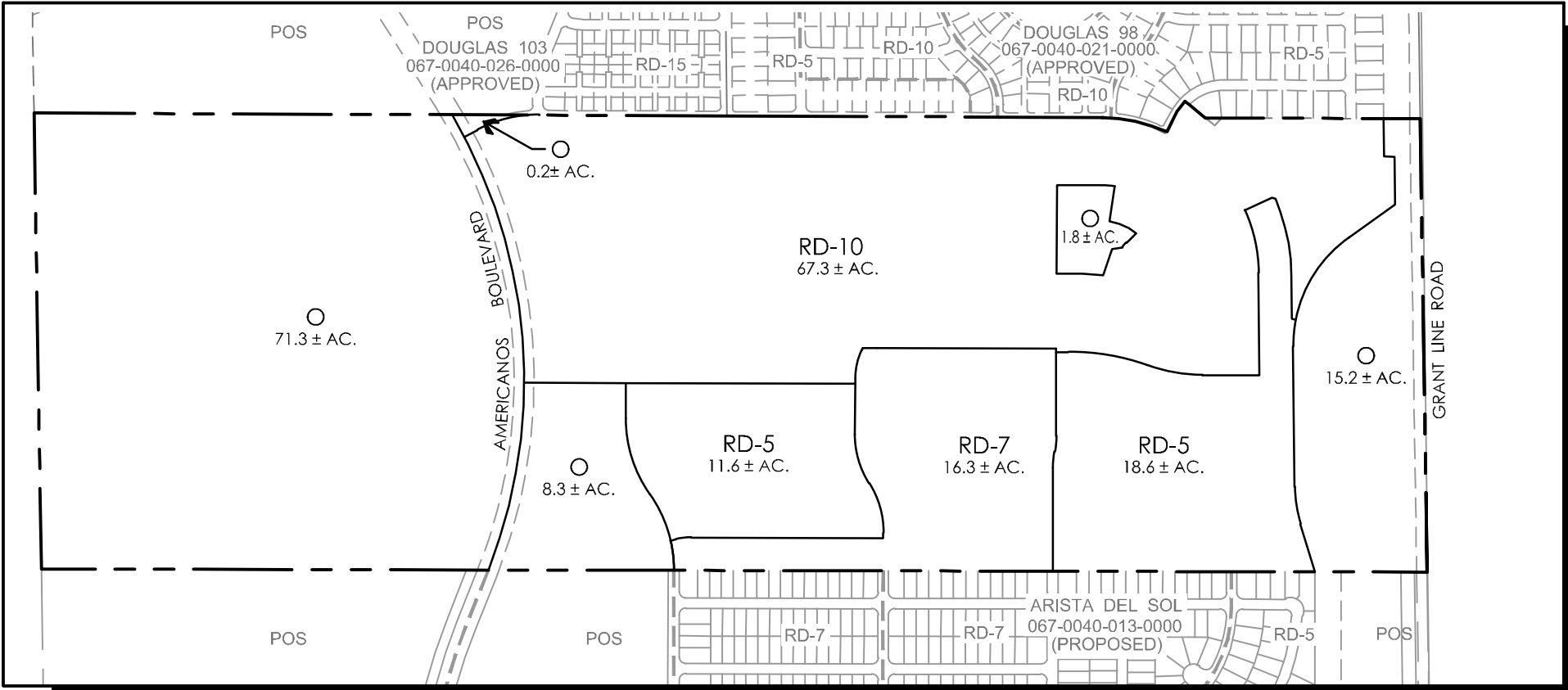
ATTEST:

Mindy Cuppy, MMC, City Clerk

ZONING EXHIBIT
GRANTLINE 208
CITY OF RANCHO CORDOVA, CALIFORNIA
FEBRUARY 4, 2015

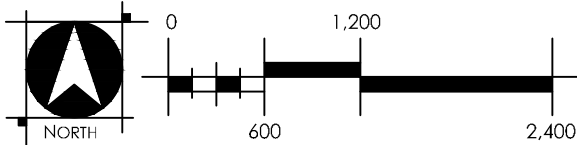


Existing Zoning Designations



Proposed Zoning Designations

SUMMARY TABLE				
DESIGNATION	LAND USE	EXISTING	PROPOSED	DIFFERENCE
RD-5	SINGLE FAMILY RESIDENTIAL	32.1	30.2	-1.9
RD-7	SINGLE FAMILY RESIDENTIAL	16.9	16.3	-0.6
RD-10	SINGLE/ MULTI FAMILY RESIDENTIAL	67.2	67.3	0.1
O	PARKS AND OPEN SPACE	94.4	96.8	2.4
TOTAL		210.6	210.6	0.0



OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
RELATIVE TO GRANTLINE 208
BY AND BETWEEN THE CITY OF RANCHO CORDOVA
AND ARI 208, LLC**

This First Amendment to Development Agreement ("**First Amendment**") is entered into this ____ day of _____, 2015, by and between the **CITY OF RANCHO CORDOVA**, a municipal corporation ("**City**"), and **ARI 208, LLC**, a California limited liability company ("**Landowner**"), who agree as follows.

RECITALS

A. City and Pulte Home Corporation, a Michigan corporation, entered into that certain Development Agreement dated June 19, 2006 ("**Agreement**") recorded on July 26, 2006, in the Office of the Sacramento County Recorder in Book 20060728, Page 598, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described in **Exhibit A-1** and **Exhibit A-2** to the Agreement (the "**Property**").

B. The Property has changed ownership since City and Pulte Home Corporation entered into the Agreement. On December 24, 2008, Pulte Home Corporation assigned all of its rights, title, interest and obligations under the Agreement to Sacramento Grantline Venture Group, LLC, a California limited liability company ("**SGVG**"), and SGVG assumed all of said rights and obligations under the Agreement. On April 3, 2009, SGVG assigned all its rights, title, interest and obligations under the Agreement to **GL One Investors, LLC**, a California limited liability company ("**GL One**"), and GL One assumed all of said rights and obligations of SGVG under the Agreement. ARI 208, LLC, a California limited liability company currently owns the Property and has assumed all of the interests and obligations of GL One in the Agreement by virtue of that certain Assumption Agreement Relative to Grantline 208, dated September 24, 2009. Landowner has provided City with a title report indicating its ownership in fee of the Property.

C. Pursuant to Government Code section 65868, City and Landowner now desire to modify and amend the Agreement to reflect certain changes to Landowner's obligations to pay certain fees for park renovations at existing City parks and improvements at new City parks, to revise Landowner's park obligations, to modify certain traffic thresholds in exchange for a supplemental fee, to update obligations relating to the funding of police services, and to make other revisions, all as more fully set forth below in this First Amendment.

D. This First Amendment amends certain provisions of the Agreement applicable to the entire Property, and was adopted by City Ordinance No. __-2015 on _____, 2015. All capitalized terms used in this First Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Incorporation of Recitals. Recitals A through D are hereby incorporated herein, including the documents referenced in the Recitals.

2. Restatement of Section 6 of the Recitals Concerning “Project Approvals.” Section 6 of the Recitals of the Agreement is hereby deleted and replaced with the following:

“6. **Project Approvals.** The following land use approvals (together the “**Project Approvals**”) have been granted for the Property, which entitlements are the subject of this Agreement.

6.1 The Sunridge Specific Plan adopted by the County of Sacramento, as adopted by City on July 1, 2003, by City Resolution No. 06-2003 (the “**Specific Plan**”);

6.2 The Mitigation Measures in both the Environmental Impact Report certified by the County of Sacramento in July 2002 (State Clearinghouse No. 97022055), as revised by City on November 7, 2011, and the Mitigated Negative Declaration adopted on _____, 2006, as further analyzed in the Addendum dated _____, 201__;

6.3 The Rezoning of the Property, approved by City on _____, by City Ordinance No. 08-2006 as further amended on _____ by City Ordinance No. __-2015;

6.4 The Large Lot Tentative Subdivision Map approved on _____ by City Resolution No. __-2015 (attached hereto as **Exhibit 1**);

6.5 The Small Lot Tentative Subdivision Map approved on _____ by City Resolution No. __-2015 (attached hereto as **Exhibit 2**);

6.6 The Agreement adopted on June 19, 2006, by City Ordinance No. 34-2006 as amended on _____, 2015 by City Ordinance No. __-2015 adopting the First Amendment.”

3. Restatement of Section 5.2 concerning the “Term.” City and Landowner agree that Section 5.2 of the Agreement is hereby deleted and replaced with the following:

“**5.2 Term.** Upon the execution of the First Amendment, the term of this Agreement shall commence on the Effective Date and extend to _____, 2030, which date is a period of fifteen (15) years from the date that City

Ordinance No. __-2015 approving the First Amendment takes effect, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following expiration of the term, this Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.”

4. Restatement of Section 6.4.1 Concerning the “New Park Development Obligation.” City and Landowner agree that Section 6.4.1 of the Agreement is hereby deleted and replaced with the following:

“6.4.1 New Park Development Obligation.

(i) Dedication of Quimby Park Land.

Landowner’s obligation to dedicate land to the Cordova Recreation and Park District (“**Park District**”) pursuant to California Government Code Section 66477 (the “**Quimby Act**”) shall be satisfied by Landowner’s dedication of Lot B to Park District and payment of in lieu fees for the 0.5 acre shortfall as shown on the Large Lot Tentative Subdivision Map, attached hereto as **Exhibit 1**. The payment of in lieu fees for this 0.5 acre shortfall shall be paid to City prior to the recordation of the first final subdivision map.

If City elects to move forward with the proposed bicycle/pedestrian undercrossing of Americanos Boulevard (the “**Undercrossing**”) pursuant to Section 6.4.8(a) hereof, Landowner hereby acknowledges that it will be responsible for payment of additional in lieu fees for the resulting shortfall in park land dedication. City shall provide Landowner with written notice of its decision whether to move forward with the Undercrossing prior to the issuance of the 250th building permit by City for the Project. Upon receipt of notice from City that the Undercrossing will be constructed, City shall calculate the additional shortfall in park land dedication resulting therefrom. The payment of in lieu fees for any shortfall resulting from construction of the Undercrossing shall be paid to City prior to the recordation of the first final small lot subdivision map within Phase 2 of the Project as shown on the large lot phasing plan as described in Section 6.4.7 herein. In the event Landowner records the first final small lot subdivision map within Phase 2 of the Project as shown on the large lot phasing plan as described in Section 6.4.7 herein prior to issuance of the 250th building permit by City for the Project, and City subsequently provides Landowner with written notice of its decision to move forward with the Undercrossing prior to the issuance of the 250th building permit by City for the Project, then Landowner shall pay in lieu fees for any shortfall resulting from construction of the Undercrossing within sixty (60) days of receipt of said written notice from City. Failure to pay the in lieu fees as required under this Section shall be a violation of this Agreement authorizing the City to pursue all remedies available under this Agreement and in law, including but not limited to, ceasing to issue further building permits for the Project until the in lieu fees have been paid in full by Landowner.

(ii) Dedication of Neighborhood Greens Park Land.

Landowner’s obligation to dedicate park land to City for neighborhood green open space shall be satisfied by Landowner’s dedication of Lot E, as shown on the Large Lot Tentative Subdivision Map, attached hereto as **Exhibit 1**.

(iii) Park Land Improvement.

A “**Park Development Agreement**” is being negotiated between Landowner and Park District detailing Landowner’s obligations regarding the design, construction, installation, and timing of the Quimby Act and neighborhood green park improvements. Landowner shall enter into the Park Development Agreement prior to the recordation of any final subdivision map.

In addition to the general authority under Section 17 of the First Amendment, City has the specific authority to withhold building permits if Landowner is not in compliance with its requirements under the First Amendment or the Park Development Agreement.

(iv) Timing of Park Land Improvements.

Landowner shall commence construction of the improvements to the neighborhood green park, shown as Lot E in **Exhibit 1** of the First Amendment, prior to the issuance of the 166th residential building permit for the Project by City (prior to the issuance of that permit, City will have issued 33% of the total 502 residential building permits for the Project). Landowner shall complete and make all the improvements to the neighborhood green park open and fully operational within one (1) year from the issuance of the 166th residential building permit for the Project by City. City, at its discretion, may allow additional time for minor punch list work to be completed. Pursuant to the terms of the Park Development Agreement to be negotiated between Landowner and Park District, Landowner shall enter into an agreement to reimburse Park District the costs for oversight of the design and construction of the turnkey neighborhood green park.

The neighborhood green park, shown as Lot E in **Exhibit 1**, will be designed and constructed to a maximum budget of Five Hundred Seventy Seven Thousand Five Hundred Ninety Eight Dollars (\$577,598) (“**Maximum Budget**”), which shall include administration costs, management costs, and all other applicable costs reimbursed to City and Park District, as well as onsite utility costs and related connection fees. The design and construction will be adjusted as required to provide a complete project for the Maximum Budget unless otherwise approved by City and Park District prior to commitment of funds in excess of the Maximum Budget. However, in no event shall Landowner be required to commit funds in excess of the Maximum Budget. Further, Landowner shall not be required to construct neighborhood green improvements the cost of which would be in excess of the Maximum Budget unless the City provides the excess funding. The Maximum Budget shall be adjusted on January 1, 2016 and annually thereafter, no later than January 15th by the method provided in Section 6.4.1(v) of the First Amendment, similar to park development impact fees.

(v) Park Development Impact Fee and In Lieu Fee.

Landowner shall pay a park development impact fee for each single-family residential parcel or residential parcel equivalent on the Property to mitigate the costs for Park District and City to design, construct and install park improvements (the “**Park Development Impact Fee**”). The Park Development Impact Fee will be paid prior to issuance of each residential building permit within the Project. The Park Development Impact Fee will be Nine Thousand, Eleven Dollars and

Ninety-Two Cents (\$9,011.92) for each single-family residential parcel or residential parcel equivalent. Of the Nine Thousand Eleven Dollars and Ninety-Two Cents (\$9,011.92) Park Development Impact Fee, Eight Thousand Eight Hundred Sixty-Seven Dollars and Fifty-Six Cents (\$8,867.56) is for Quimby Act park development and One Hundred Forty-Four Dollars and Thirty-Six Cents (\$144.36) is for a community gathering place – plaza and administration by the City.

The Park Development Impact Fee shall be adjusted on January 1, 2016 and annually thereafter, no later than January 15th by the method provided in City Ordinance No. 05-2014 as follows:

- (a) A “mean” index will be computed by averaging the index for 20 U.S. cities with the index for San Francisco by resort to the most recent October issue of the Engineering News Record magazine Construction Cost Index.
- (b) An adjustment factor shall be computed by dividing the “mean” index as calculated in subsection (a) of this Section by the “mean” index for the previous October.
- (c) The adjusted Park Development Impact Fee shall be calculated by multiplying the adjustment factor, as calculated in subsection (b) of this Section, by the Park Development Impact Fee in place prior to the annual adjustment.

The Park Development Impact Fee does not currently include the cost of park street frontage improvements at parks. However, if at any point prior to construction of park street frontage improvements, the Park Development Impact Fee is amended to include the cost of such improvements, to the extent Landowner constructs any park street frontage improvements, Landowner shall be entitled to credits against the payment of the Park Development Impact Fee described in this Section 6.4.1. To the extent Landowner cannot utilize such credits, Landowner shall be entitled to receive reimbursements for its construction of such park street frontage improvements.

Additionally, if and when City adopts the Citywide Park Improvement Fee, or an Area-Wide Park Improvement Fee applicable to the Project, Landowner and City agree that the portion of the Park Development Impact Fee used for parks (currently Eight Thousand Eight Hundred Sixty-Seven Dollars and Fifty-Six Cents (\$8,867.56)) will automatically adjust to the City adopted Citywide Park Improvement Fee or the Area-Wide Park Improvement Fee. The portion of the Park Development Impact Fee used for City’s community gathering place – plaza and administration (One Hundred Forty-Four Dollars and Thirty-Six Cents (\$144.36)) will continue as required under the First Amendment. Under no circumstances shall Landowner be required to pay any new Citywide/ Area-Wide Park Improvement Fee in addition to the portion of the Park Development Impact Fee used for parks as set forth in the First Amendment.

City further agrees and acknowledges that the park land dedication and neighborhood green being provided at the Project pursuant to the First Amendment will satisfy Quimby Act park land and community open space

dedication requirements, except for a 0.5 acre shortfall in park land as well as any additional shortfall in park land resulting from Landowner's construction of the proposed Undercrossing, for which an in lieu fee payment shall be made pursuant to Section 6.4.1(i) hereof. If necessary, Landowner will prepare and record a lot line adjustment to accurately reflect the lot line between the Undercrossing and the park land dedicated pursuant to this Section."

5. Restatement of Section 6.4.2 Concerning the "Timing of Dedications and Improvements of Parks." City and Landowner agree that Section 6.4.2 of the Agreement is hereby deleted and replaced with the following:

"6.4.2 Timing of Dedications of Parks. Landowner shall irrevocably offer to dedicate the neighborhood green site shown in **Exhibit 1** to City or Park District prior to the recordation of the first final subdivision map. As of the Effective Date, City and Park District have not determined which entity, City or Park District, will design, own, operate and maintain the neighborhood green. City will inform Landowner of City's decision regarding the neighborhood green prior to, or at the time, Landowner requests approval of the first final subdivision map. Landowner shall irrevocably offer to dedicate the park site and Undercrossing site prior to the recordation of the large lot map creating these parcels. The Parties hereby acknowledge that recordation of the first final subdivision map creating the park site and Undercrossing site is the appropriate timing to irrevocably offer to dedicate these sites, as the Parties expect that the necessary lot line adjustment, if any, will have been made, and the final configuration of the park site and Undercrossing site will be known. The park site will be accepted by Park District for maintenance pursuant to the terms of the Park Development Agreement. The Undercrossing site will be accepted by City.

6. Restatement of Section 6.4.3 Concerning the "In-fill Park and Open Space Renovation and Acquisition Fee." City and Landowner agree that Section 6.4.3 of the Agreement is hereby deleted and replaced with the following:

"6.4.3 In-fill Park and Open Space Renovation and Acquisition Fee. Landowner agrees that development of the Property shall be subject to the park renovation fee (the "**Park Renovation Fee**"). Landowner agrees that it shall pay City the total sum of One Thousand Fifty Dollars and Fifty-Two Cents (\$1,050.52) for each residential parcel shown on the final small lot final subdivision maps for the Property. Beginning January 1, 2016, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between August and August of each year. This fee shall be paid to City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve or maintain parks or open space in the City. This payment is made voluntarily by Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to the Quimby Act. Landowner agrees that it shall not claim credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees, as a result of paying the Park Renovation Fee required under this Section 6.4.3. If and when the City reduces or eliminates the Park Renovation Fee on a Citywide

basis (by adoption of a park tax, special sales tax or other measure), then the Park Renovation Fee under this Section 6.4.3 shall be automatically adjusted or eliminated to correspond to the new Citywide funding mechanism, provided that Landowner does not challenge or oppose the approval or implementation of the new Citywide funding mechanism.”

7. **Restatement of Section 6.4.4 Concerning the “Police Tax.”** City and Landowner agree that Section 6.4.4 of the Agreement is hereby deleted and replaced with the following:

“6.4.4 Police Tax. Landowner and City agree that the Property shall be subject to the Police Tax enacted by City Ordinance No. 38-2006 pertaining to Police Tax Zone 37. Within 180 days following the date of the City Council’s approval of the First Amendment, Landowner shall support the annexation of the Project into Community Facilities District 2013-2 (“**Police Services CFD**”), and cover Landowner’s fair share costs of the Police Services CFD annexation not to exceed Seven Thousand Dollars (\$7,000). City agrees that the new Police Services CFD will provide that on lands designated for all residential land use categories, the base year FY 2014/2015 Police Maximum Services Special Tax shall be Four Hundred Eighty Three Dollars and Thirty-Nine Cents (\$483.39) annually per residential unit or residential unit equivalent. The special tax imposed by the Police Services CFD will be payable on a parcel within the Property only after a building permit has been issued by City for the construction of a building on that particular parcel and there will be no undeveloped land tax imposed by the Police Services CFD. The new Police Services CFD shall further provide that on each July 1 commencing July 1, 2015, the Police Special Tax shall be escalated by the increase, if any, in the United States Department of Labor Consumer Price Index (“**CPI**”) for all Urban Consumers for the San Francisco-Oakland-San Jose Area. The CPI shall be used as determined by the United States Department of Labor Bureau of Labor Statistics from April to April as set forth in the Rate and Method of Apportionment for the Police Services CFD. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. If the CPI is discontinued, or revised, such other government index or computation with which it is replaced shall be used by the Police Services CFD in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised. The Police Services CFD shall specify that the Police Special Tax shall commence being payable annually following issuance of a building permit for each parcel subject to the Police Special Tax.

Within 60 days of the annexation of the Project into the Police Services CFD, the City Council will rescind City Ordinance No. 38-2006 pertaining to Police Tax Zone 37. Landowner acknowledges that no final small lot subdivision maps shall be approved by City prior to the annexation of the Project into the Police Services CFD.

Landowner agrees that it will not vote to repeal or amend the Police Special Tax being imposed in the amounts set forth above, and that any such vote by Landowner would constitute an event of default under this Agreement as amended hereby. In the event of such a default by Landowner, then in addition to all other remedies available to City, Landowner shall be obligated to pay under

this Agreement, as amended hereby, the difference between the amount of the Police Special Tax before Landowner's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above."

8. Restatement of Section 6.4.5 Concerning the "Road Maintenance Conditions." City and Landowner agree that Section 6.4.5 of the Agreement is hereby deleted and replaced with the following:

"6.4.5 Streets, Street Lighting and Landscaping Maintenance." Landowner and City agree that Landowner shall participate in or provide a funding mechanism for maintenance services for the fair share of existing and all new public improvements associated with the project including, but not limited to, streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, street lights and safety lights, public frontage, median landscape improvements, and regional trails. This may be accomplished through annexation to City's Communities Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance), or other financial mechanism as may be proposed and provided by Landowner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's public improvements. Landowner shall support the annexation of the Project into Community Facilities District 2014-2, and cover Landowner's fair share costs of the CFD annexation not to exceed Seven Thousand Dollars (\$7,000)."

9. Addition of Section 6.4.6. "Stormwater Utility Fee." City and Landowner agree to add a new Section 6.4.6 of the Agreement as follows:

"6.4.6 Stormwater Utility Fee." Landowner and City agree that Landowner shall participate in or provide a funding mechanism for maintenance services for the Project's stormwater drainage and flood protection system. This may be accomplished through annexation to City's Stormwater Utility Fee District, or other financial mechanism as may be proposed and provided by Landowner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Projects stormwater drainage and flood protection system. Landowner shall support the annexation of the Project into City's Stormwater Utility Fee District, and cover Landowner's fair share costs of the annexation not to exceed Seven Thousand Dollars (\$7,000)."

10. Addition of Section 6.4.7. "Phasing Plan." City and Landowner agree to add a new Section 6.4.7 of the Agreement as follows:

"6.4.7 Phasing Plan." Prior to approval of any final map, Landowner shall provide a large lot phasing plan addressing sequencing and full build-out of major public infrastructure throughout the Project limits. The large lot phasing plan shall show all public facilities including, but not limited to, major roadways, bike trails, sewer, water, drainage, facilities, parks, park road frontage improvements and other utilities, and will be based on City's Guiding Principles for Phasing of Transportation, Infrastructure and Utility Services, to the satisfaction of City's Public Works Department. The large lot phasing plan may be revised as needed during the development of the Project.

Prior to approval of any final small lot subdivision map for an individual phase, Landowners shall prepare and submit to City a "small lot phasing plan" that

addresses full build-out of all secondary streets and utility infrastructure. The small lot phasing plan will show the blocks of the small lot tentative map to be constructed and all roads, bike trails and other infrastructure required to serve the use of the proposed units within each block to the satisfaction of City's Public Works Department. The small lot phasing plan will also be defined by City's Guiding Principles for Phasing.

Prior to issuance of building permits (except permits for model homes) within an individual map phase, all streets and improvements shown on the small lot phasing plan, all streets necessary for access to the proposed homes, associated improvements included in the approved improvement plans, landscaping and other infrastructure as necessary for adequate public access and use shall be fully constructed and accepted to the satisfaction of City's Public Works Department.

Landowner shall have no further responsibility for improvements after meeting the improvement requirements of the applicable phase (or sub-phase). The Phasing Plan may be amended from time-to-time upon approval by the Public Works Director."

11. Addition of Section 6.4.8. "New Supplemental Traffic Impact Fee." City and Landowner agree to add a new Section 6.4.8 to the Agreement as follows:

"6.4.8 New Supplemental Traffic Impact Fee. City and Landowner agree Landowner shall pay a new supplemental traffic impact development fee to City in the amount of Five Thousand Sixty Dollars (\$5,060) for each residential lot shown on the final small lot subdivision maps for the Property (the **"Supplemental Traffic Impact Fee"**). Landowner shall pay the Supplemental Traffic Impact Fee in the following increments: (i) Eight Hundred Sixty-Five Dollars (\$865) for each residential lot at the time of recordation of a final small lot subdivision map for the residential lot; and (ii) Four Thousand One Hundred Ninety-Five Dollars (\$4,195) at the time of issuance of a building permit for a residential lot. By agreeing to pay the Supplemental Traffic Impact Fee, City agrees that Landowner and the Property will have satisfied its obligation under the Conditions of Approval and Mitigation Monitoring Reporting Program for offsite traffic improvements and shall not be made subject to constructing or funding the construction of offsite roadway improvements. The term **"offsite roadway improvements"** as used in the preceding sentence shall include Grant Line Road and associated frontage improvements. City agrees that it will apply the Supplemental Traffic Impact Fee to fund the Rancho Cordova Parkway Interchange or the costs of other roadway improvements needed to improve access to U.S. Highway 50 from the Project area. Landowner shall be entitled to fee credits against and/or reimbursements from this Supplemental Traffic Impact Fee should Landowner construct any improvements otherwise intended to be funded by such Supplemental Traffic Impact Fee. The above Supplemental Traffic Impact Fee will not be subject to increase or decrease as a result of changes in any City traffic impact fees."

12. Addition of Section 6.4.8(a). "Bicycle/Pedestrian Undercrossing." City and Landowner agree to add a new Section 6.4.8(a) of the Agreement as follows:

"6.4.8(a) Bicycle/Pedestrian Undercrossing and Reimbursement.

City and Landowner agree that Landowner shall have no obligation to construct the Undercrossing unless it is budgeted/included in each of the following City documents: (i) City's Capital Improvement Plan; (ii) City's Bicycle Master Plan; and (iii) City's Pedestrian Master Plan. To the extent the Undercrossing is included in each of these documents and City has provided Landowner with written notice of its decision to move forward with the Undercrossing prior to the issuance of the 250th building permit by City for the Project, pursuant to conditions of approval for the Small Lot Tentative Subdivision Map, attached hereto as **Exhibit 1**, Landowner shall commence construction of the Undercrossing prior to recordation of the first final small lot subdivision map within Phase 2 of the Project as shown on the large lot phasing plan as described in Section 6.4.7 herein. Additionally, City shall approve plans and specifications for the Undercrossing prior to the award of the contract for the Project. Landowner shall follow all public contracting code requirements for use of public funds. Upon approval of the plans and specifications, Landowner and City shall enter into a reimbursement agreement containing a reimbursement schedule consistent with this Section.

Once the construction contract for the Undercrossing has been executed and bonds posted for its completion pursuant to City ordinance, Landowner shall be entitled to full reimbursement in the amount of the construction cost of the Undercrossing (including all customary soft costs, the hard construction costs and permitted administrative costs) ("**Construction Cost**"). City hereby agrees to reimburse Landowner for the Construction Cost on a progress payment basis as follows: Landowner shall first invoice City upon City's approval of plans and specifications for the Undercrossing, and City shall reimburse Landowner for all customary soft costs incurred by Landowner for preparation and City approval of said plans and specifications. Thereafter, Landowner shall invoice City upon completion of twenty-five (25) percent, fifty (50) percent, seventy-five (75) percent, and one hundred (100) percent of the work under the construction contract. City shall reimburse Landowner within thirty (30) days of receipt of each invoice. Landowner hereby agrees to submit with each invoice documentation supporting the amount of the invoice, including proof of Landowner's payment in the amount thereof.

If the total Construction Cost is less than One Million Two Hundred Thousand Dollars (\$1,200,000), Landowner's payment of in lieu fees for any park dedication shortfall resulting from construction of the Undercrossing shall be included as a Construction Cost, subject to reimbursement as described in this Section, but not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000). If the total Construction Cost is equal to or greater than One Million Two Hundred Thousand Dollars (\$1,200,000), Landowner's payment of in lieu fees for any park dedication shortfall resulting from construction of the Undercrossing shall not be reimbursable."

13. Addition of Section 6.4.9. "Formation of Open Space Maintenance District."

City and Landowner agree to add a new Section 6.4.9 of the Agreement as follows:

"6.4.9 Additional Mello-Roos Maintenance Community Facilities District. At its sole discretion, City shall consider for inclusion in a Mello-Roos Community Facilities District, or other financing mechanism, the costs to maintain the

wetland preserves within the Project as finally determined by the Army Corps of Engineers in its approval of the 404 Permit for the development of the Project.”

14. Restatement of Section 10.1(i) Concerning “Formation, Consent, Waiver and Special Benefit.” City and Landowner agree that Section 10.1(i) of the Agreement is hereby deleted and replaced with the following:

“i. Provide the City assured funding for the ongoing maintenance and operation of public facilities and all Improvements required herein or in the Project Approvals, whether such facilities and Improvements are located within or outside of the boundaries of the Project, including: public roads, public alleys and associated frontage improvements such as curb, gutter and sidewalks, intersection signals, and street signs; road special features (e.g. speed bumps, textured or painted surfaces, modified crosswalks, etc.); project monument signs; City owned neighborhood greens; all public landscaping, including street frontage landscaping and road medians; streetlights within the Property and upon the Property frontages and statuary, fountains or ornamental structures.”

15. Restatement of Section 10.1(ii) Concerning “Formation, Consent, Waiver and Special Benefit.” City and Landowner agree that Section 10.1(ii) of the Agreement is hereby deleted and replaced with the following:

“ii. Cause to be established appropriate funding mechanisms, to the satisfaction of Park District, to fund the ongoing maintenance of park facilities, Park District owned neighborhood greens and improvements within the Project, and any other park improvements pursuant to the Project Approvals.”

16. Restatement of Section 20 Concerning “Transfers and Assignments.” City and Landowner agree that Section 20 of the Agreement is hereby deleted and replaced with the following:

“20. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement, as amended hereby, as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as **Exhibit 4** and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the “Landowner,” with all rights and obligations related thereto, with respect to such conveyed property.

Landowner shall also have the full right to assign or hypothecate all or any portion of its interest in any rights to fee credits and/or reimbursements as security for financing any improvements required for the Project, including, but not limited to, the Undercrossing.”

17. Violation of Park Development Agreement. Landowner agrees that City will be a third party beneficiary of the Park Development Agreement, but only if Park District consents to such third party beneficiary status in the Park Development Agreement. Provided that Park District identifies City as a third party beneficiary of the Park Development Agreement,

Landowner agrees that any violation of the Park Development Agreement may be enforced by City as a violation of this First Amendment. If for any reason City is not identified as a third party beneficiary of the Park Development Agreement, Landowner agrees to amend the Project's Development Agreement to include terms detailing Landowner's obligations regarding the design, construction, installation, and timing of park improvements.

18. Exhibits. Exhibit B "Grantline 208 Large Lot Tentative Subdivision Map", **Exhibit C** "Grantline 208 Small Lot Tentative Subdivision Map", **Exhibit D-1** "Land Use Map for the Property", **Exhibit D-2** "Land Use Table", and **Exhibit E** "Diagram of Park Land Dedication" to the Agreement are all replaced with **Exhibit 1** "Large Lot Tentative Subdivision Map" and **Exhibit 2** "Small Lot Tentative Subdivision Map" to this First Amendment. **Exhibits 1 and 2** to this First Amendment include all the categories of information previously provided in the five replaced exhibits in the Agreement.

19. Definition of Terms. All capitalized terms used in this First Amendment shall have the same definition as provided in the Agreement, except where a different definition has been supplied in this First Amendment.

20. All Other Terms in Force. Except as amended by this First Amendment, all terms and conditions of the Agreement remain in full force and effect.

21. Recording. Within ten (10) days after the Effective Date, City shall record this First Amendment with the Sacramento County Recorder's Office.

22. Counterparts. The Parties may execute this First Amendment in counterparts, each of which will be considered an original, but all of which will constitute the same instrument.

23. Entire Agreement. This First Amendment sets forth the Parties' entire understanding regarding the matters set forth above. It supersedes all prior or contemporaneous agreements, representations, and negotiations regarding those matters (whether written, oral, express, or implied) and may be modified only by another written agreement signed by all Parties. This First Amendment will control if any conflict arises between it and the Agreement.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this First Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ day of _____, 20__, and Landowner has caused this First Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: _____

Its: _____

"LANDOWNER"

ARI 208, LLC
a California limited liability company

By: _____

Name: _____

Its: _____

ATTEST:

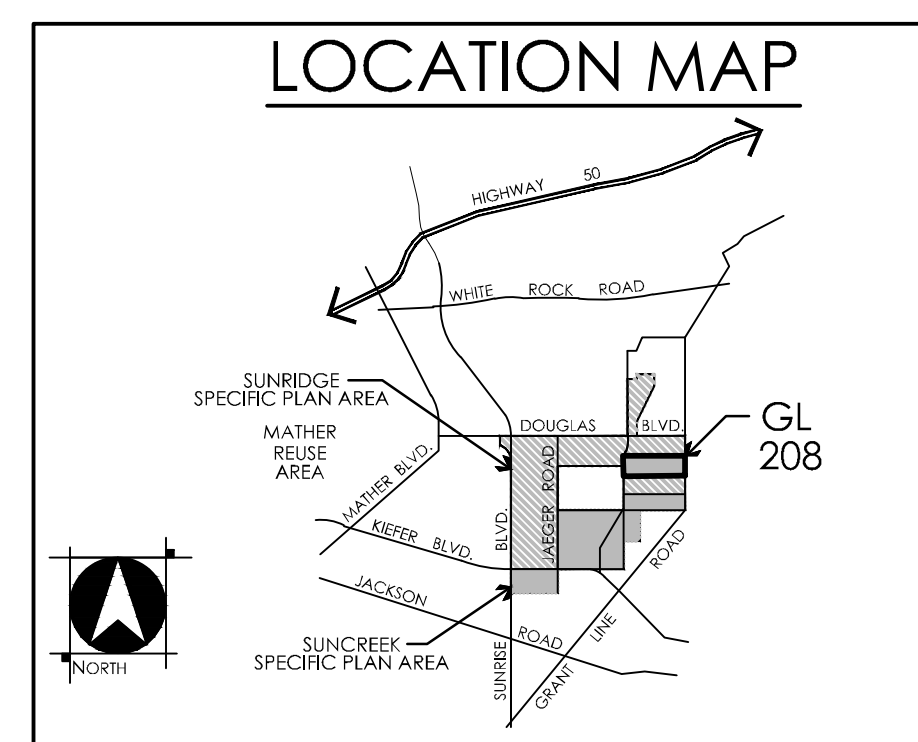
City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

EXHIBIT “1”

Large Lot Tentative Map and Land Use Summary



LARGE LOT TENTATIVE SUBDIVISION MAP

GRANTLINE 208

CITY OF RANCHO CORDOVA, CALIFORNIA
FEBRUARY 4, 2015

PROJECT NOTES

OWNER/APPLICANT

GRANTLINE INVESTORS, LLC
c/o RIVER WEST INVESTMENTS, INC.
3001 I STREET, SUITE 130
CONTACT: ANGELO CHRISTIE
PHONE: (916) 383-2500

PLANNER/ENGINEER/SURVEYOR

WOOD RODGERS INC.
3301 'C' STREET, BLDG. 100B
SACRAMENTO, CA 95816
CONTACT: STAN METTE/JOHN HODGSON PE #49187
PHONE: (916) 341-7760

ASSESSOR'S PARCEL NUMBER

067-0040-023, 024 & 025

AREA

210.6± ACRES

EXISTING/PROPOSED GENERAL PLAN

LDR

EXISTING/PROPOSED ZONING

RD-5, RD-7, RD-10, O

NUMBER OF LARGE LOTS

16 LARGE LOTS

PUBLIC SERVICES & FACILITY PROVIDERS

IMPROVEMENTS:	COUNTY OF SACRAMENTO
WATER:	COUNTY OF SACRAMENTO
SEWER:	SACRAMENTO COUNTY SANITATION DISTRICT #1
DRAINAGE:	COUNTY OF SACRAMENTO
ELECTRICITY:	S.M.U.D.
GAS:	PACIFIC GAS & ELECTRIC
TELEPHONE:	SBC
SCHOOL DISTRICT:	ELK GROVE UNIFIED SCHOOL DISTRICT
FIRE DISTRICT:	SACRAMENTO METRO FIRE DISTRICT
PARK DISTRICT:	CORDOVA RECREATION & PARK DISTRICT

NOTE:

- 1) SUBDIVIDER(S) RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT.
- 2) THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
- 3) A PUBLIC UTILITY EASEMENT WILL BE LOCATED ADJACENT TO ALL RIGHTS OF WAY AS SHOWN OR AS APPROVED BY THE CITY ENGINEER.
- 4) LARGE LOT NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
- 5) AERIAL TOPOGRAPHY SHOWN HEREON WAS FLOWN IN DECEMBER 2003
- 6) THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS TO BE VERIFIED PRIOR TO FINAL MAP.
- 7) LOT 11 ACCESS TO BE PROVIDED ACROSS LOT 16 AT A LOCATION TO BE DETERMINED.

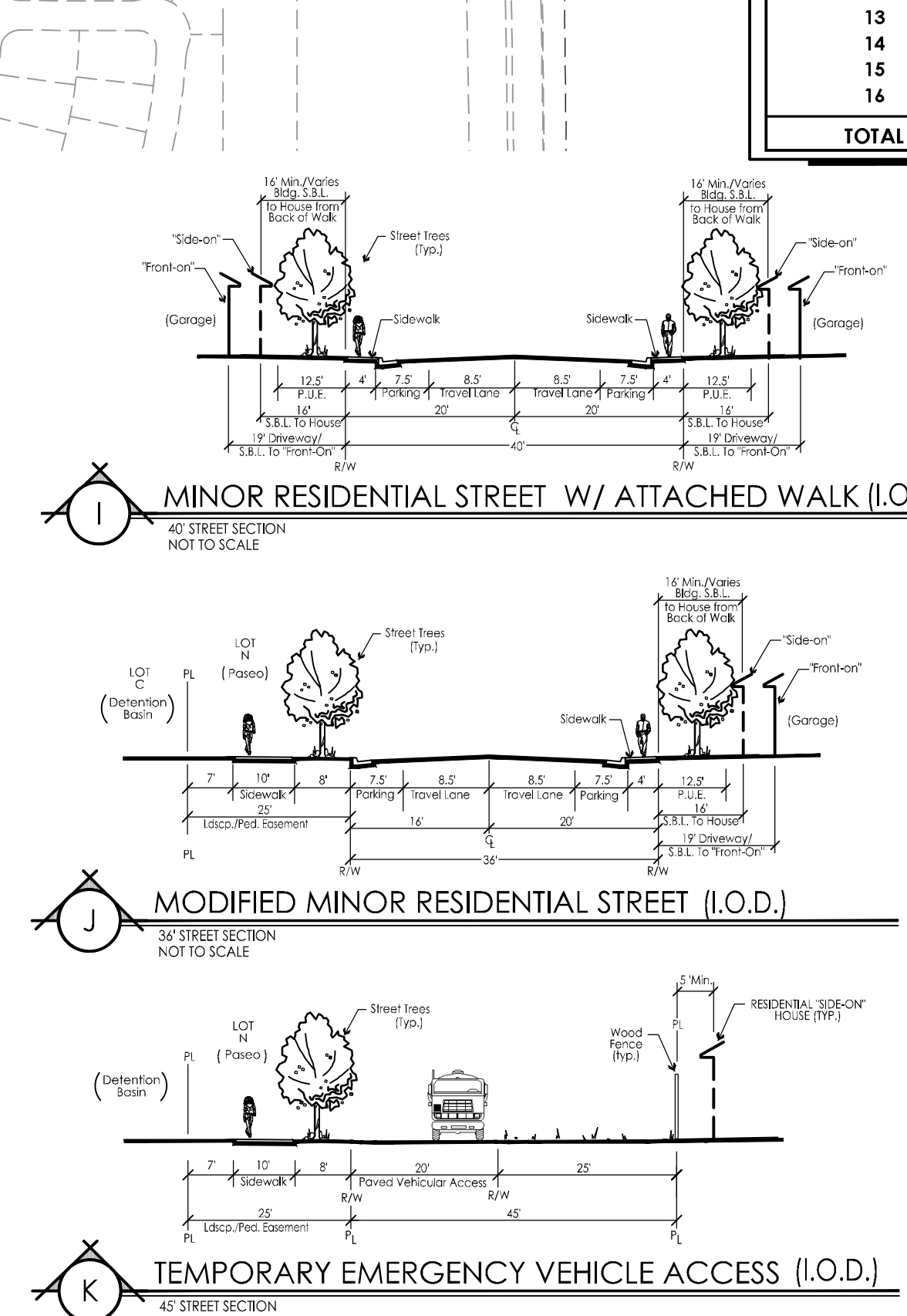
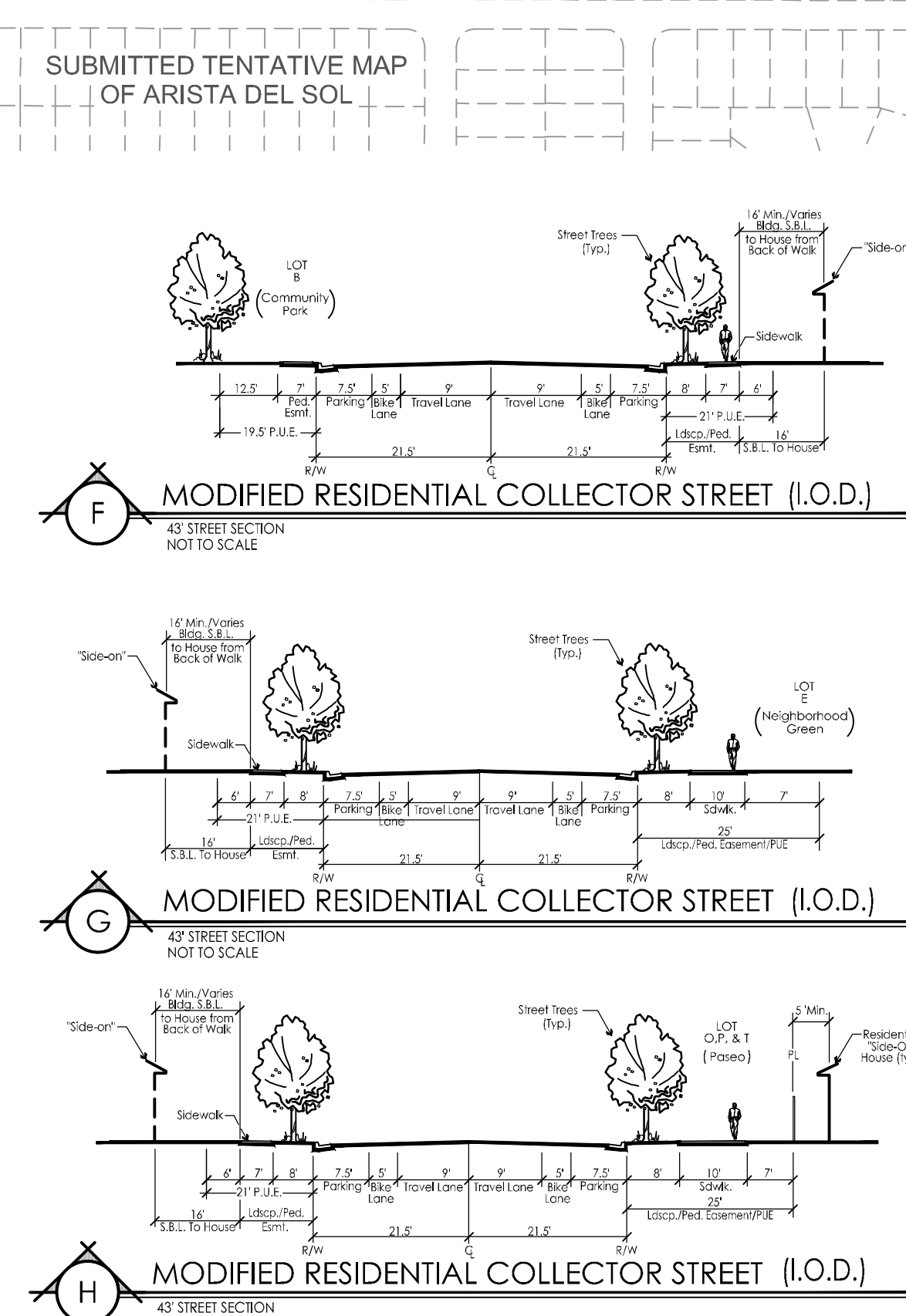
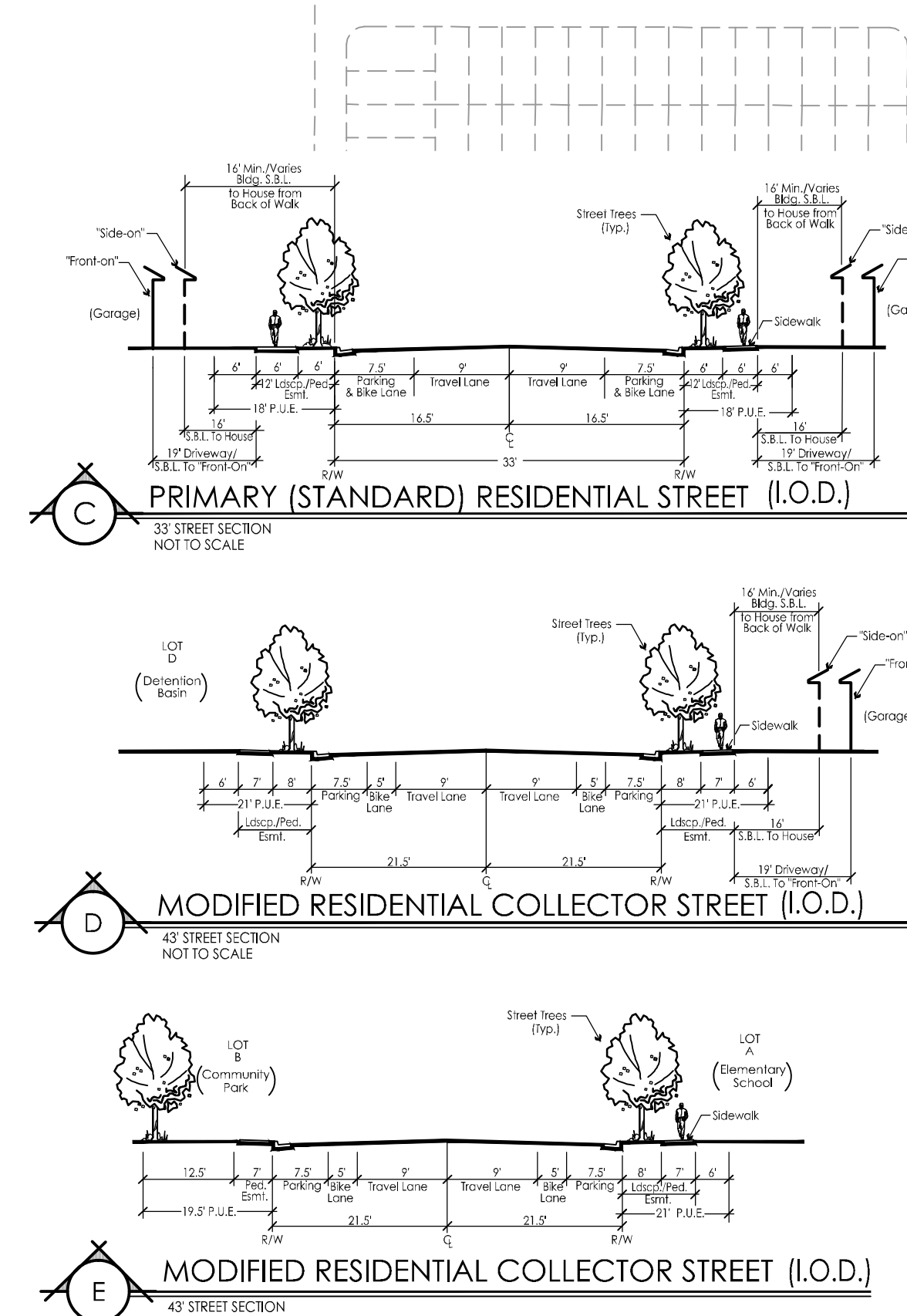
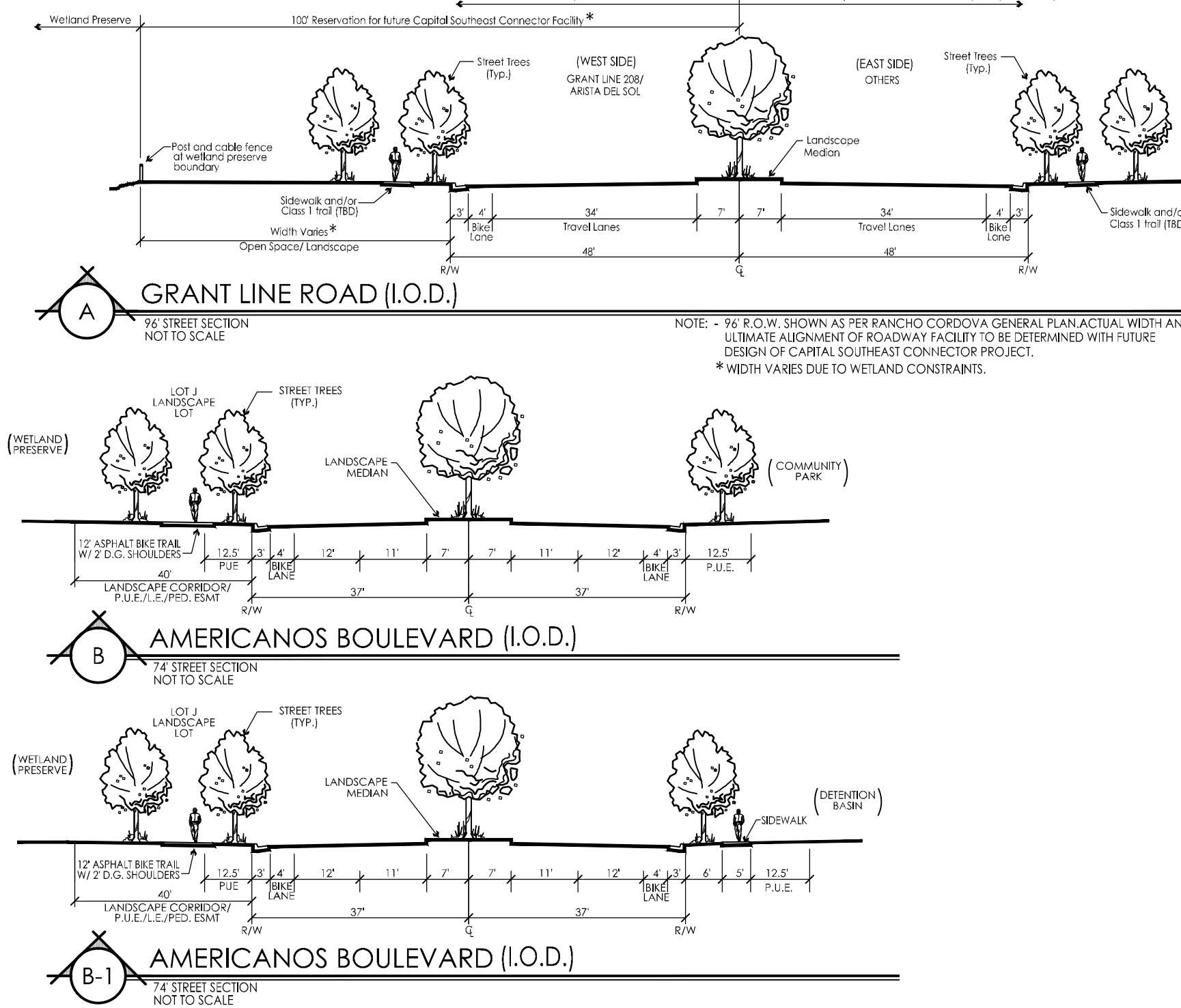
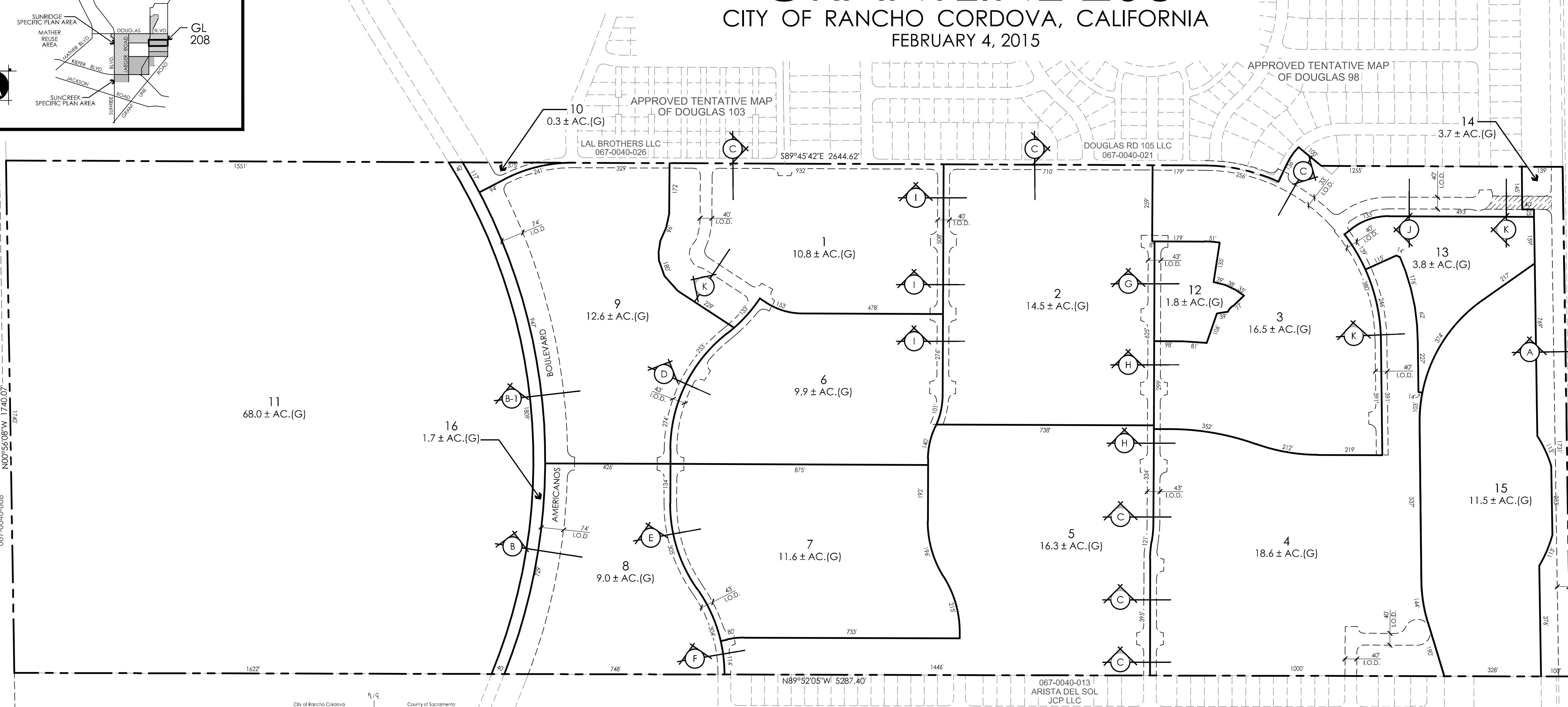
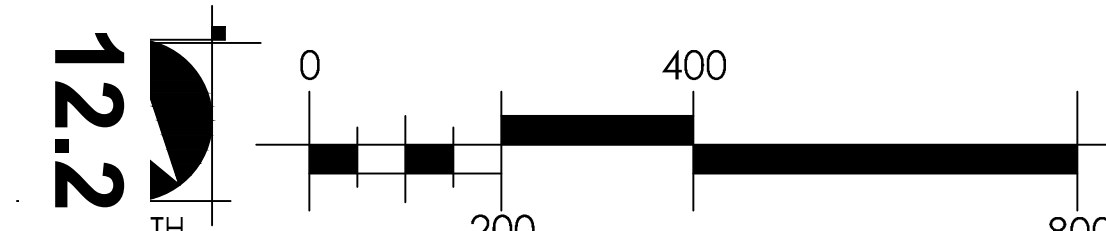
LAND USE SUMMARY

VILLAGE NO.	ZONING DESIGNATION	LAND USE	GROSS ACRES±
1	RD-10	SINGLE FAMILY	10.8
2	RD-10	SINGLE FAMILY	14.5
3	RD-10	SINGLE FAMILY	14.5
4	RD-5	SINGLE FAMILY	18.6
5	RD-7	SINGLE FAMILY	16.3
6	RD-10	SINGLE FAMILY	9.9
7	RD-5	ELEMENTARY SCHOOL	11.6
8	RD-5	COMMUNITY PARK	9.0
9	RD-10	DETENTION BASIN	12.6
10	O	LANDSCAPE LOT	0.3
11	O	WETLAND PRESERVE	68.0
12	O	NEIGHBORHOOD GREEN	1.8
13	RD-10	DETENTION BASIN	3.8
14	O	GRANT LINE PARKWAY	3.7
15	O	WETLAND PRESERVE	11.5
16	O	LANDSCAPE LOT	1.7
TOTAL			210.6

SACTO N.V. CONSERVANCY
JANUARY 17, 2015
067-0040-023

K. HOWNAN AT
JANUARY 17, 2015
067-0040-023

AGENDA ITEM 12.2



WOOD RODGER
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C St, Bldg. 100-B Sacramento, CA 95816
Tel 916.341.7771 Fax 916.341.7771

EXHIBIT “2”

Small Lot Tentative Map and Land Use Summary

TENTATIVE SUBDIVISION MAP

GRANTLINE 208

CITY OF RANCHO CORDOVA, CALIFORNIA
FEBRUARY 4, 2015

PARK DEDICATION TABLE

PARK SUMMARY TABLE	DEDICATION REQUIREMENT	NET ACRES REQUIRED	NET ACRES PROVIDED	IN-LIEU FEE ACREAGE
COMMUNITY PARK	5 AC/1000 POPULATION (2.95 POP/HOUSEHOLD)	7.40	7.9	0.50
NEIGHBORHOOD GREEN	1 AC/1000 POPULATION (2.95 POP/HOUSEHOLD)	1.48	1.5	-0.02
TOTAL		8.88	9.4	0.48 Acres

* INCLUDES LOT B (COMMUNITY PARK) AND LOT U (UNDERCROSSING RESERVATION).

BUILDING SETBACKS AND P.U.E. NOTES

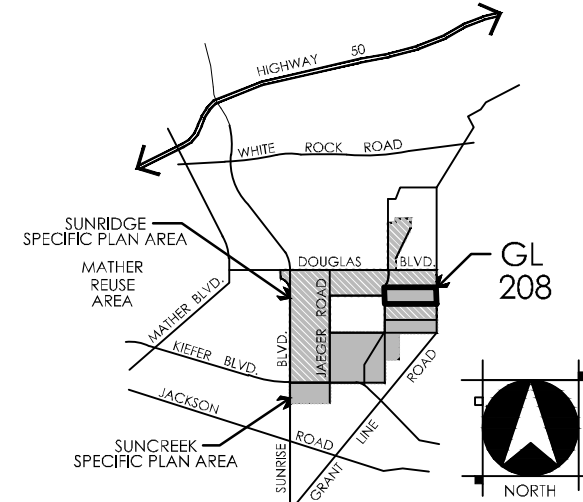
STREET FACILITY	MIN.	CATEGORY	MEASURED FROM
RESIDENTIAL COLLECTOR STREET (SECTION C)			
15'	LANDSCAPE/PEDESTRIAN ESMT.	R/W AT B.O.C.	
19'	DRIVEWAY/FRONT-LOADED GARAGE SETBACK	B.O.W.	
12.5'	PUBLIC UTILITY EASEMENT	R/W AT B.O.W.	
16'	FRONT PORCH/LIVING AREA SETBACK	B.O.W.	
16'	STREET SIDEYARD SETBACK	B.O.W.	
4'/5'	INTERIOR SIDEYARD SETBACK (MAINTAIN 9' MINIMUM BLDG. SEPERATION)	PL	

KEY:
R/W - RIGHT OF WAY
B.O.C. - BACK OF CURB
B.O.W. - BACK OF WALK
P.U.E. - PUBLIC UTILITY EASEMENT
PL - PROPERTY LINE

STREET FACILITY	MIN.	CATEGORY	MEASURED FROM
PRIMARY (STANDARD) RESIDENTIAL STREET (SECTION D)			
15'	LANDSCAPE/PEDESTRIAN ESMT.	R/W AT B.O.C.	
19'	DRIVEWAY/FRONT-LOADED GARAGE SETBACK	B.O.W.	
12.5'	PUBLIC UTILITY EASEMENT	R/W AT B.O.W.	
16'	FRONT PORCH/LIVING AREA SETBACK	B.O.W.	
16'	STREET SIDEYARD SETBACK	B.O.W.	
4'/5'	INTERIOR SIDEYARD SETBACK (MAINTAIN 9' MINIMUM BLDG. SEPERATION)	PL	

STREET FACILITY	MIN.	CATEGORY	MEASURED FROM
MINOR RESIDENTIAL STREET (SECTION D-1)			
19'	DRIVEWAY/FRONT-LOADED GARAGE SETBACK	R/W AT B.O.W.	
12.5'	PUBLIC UTILITY EASEMENT	R/W AT B.O.W.	
16'	FRONT PORCH/LIVING AREA SETBACK	R/W AT B.O.W.	
16'	STREET SIDEYARD SETBACK	R/W AT B.O.W.	
4'/5'	INTERIOR SIDEYARD SETBACK (MAINTAIN 9' MINIMUM BLDG. SEPERATION)	PL	

LOCATION MAP



PROJECT NOTES

OWNER/APPLICANT

GRANTLINE INVESTORS, LLC
C/O AKT INVESTMENTS, INC.
SACRAMENTO, CA 95826
7700 COLLEGE TOWN DRIVE, SUITE 101
CONTACT: ANGELO CHRISTIE
PHONE: (916) 383-2500

PLANNER/ENGINEER/SURVEYOR

WOOD RODGER'S INC.
3301 "C" STREET, BLDG. 100B
SACRAMENTO, CA 95816
CONTACT: STAN METTE/JOHN HODGSON PE #49187
PHONE: (916) 341-7760

ASSESSOR'S PARCEL NUMBER

067-0040-023, 024 & 025

AREA

210.68 ACRES

EXISTING/PROPOSED GENERAL PLAN

LDR

EXISTING/PROPOSED ZONING

RD-5, RD-7, RD-10, O

NUMBER OF LOTS

- 502 SINGLE FAMILY LOTS
1 ELEMENTARY SCHOOL LOT
1 COMMUNITY PARK LOT
1 COMMUNITY PARK/ UNDERCROSSING RESERVATION
1 NEIGHBORHOOD GREEN LOT
2 WETLAND PRESERVE LOTS
2 DETENTION BASIN LOTS
1 GRANTLINE PARKWAY LOT
2 LANDSCAPE LOTS
10 PEDESTRIAN PASEO LOTS

PUBLIC SERVICES & FACILITY PROVIDERS

IMPROVEMENTS: COUNTY OF SACRAMENTO
WATER: COUNTY OF SACRAMENTO
SEWER: SACRAMENTO COUNTY SANITATION DISTRICT #1
DRAINAGE: COUNTY OF SACRAMENTO
ELECTRICITY: S.M.U.D.
GAS: PACIFIC GAS & ELECTRIC
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SCHOOL DISTRICT: ELK GROVE UNIFIED SCHOOL DISTRICT
FIRE DISTRICT: SACRAMENTO METRO FIRE DISTRICT
PARK DISTRICT: CORDOVA RECREATION & PARK DISTRICT

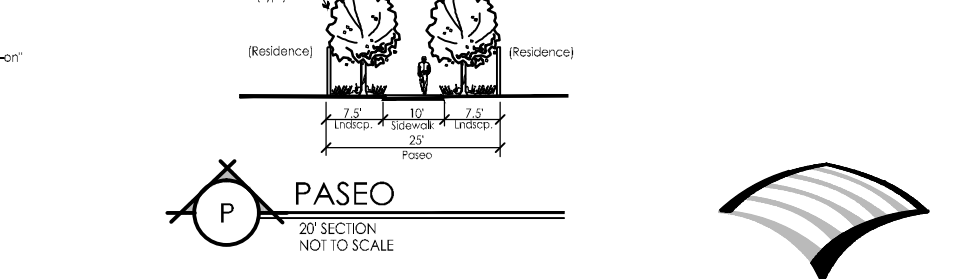
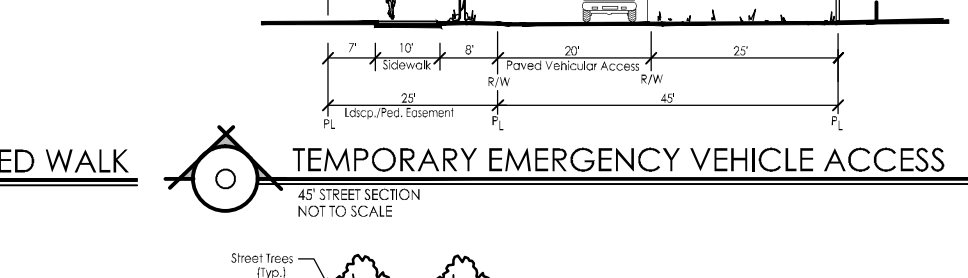
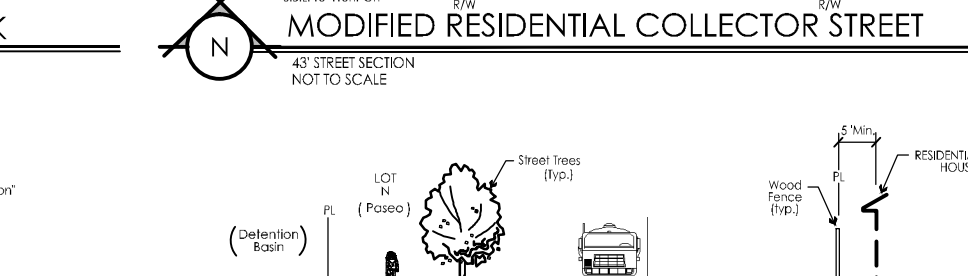
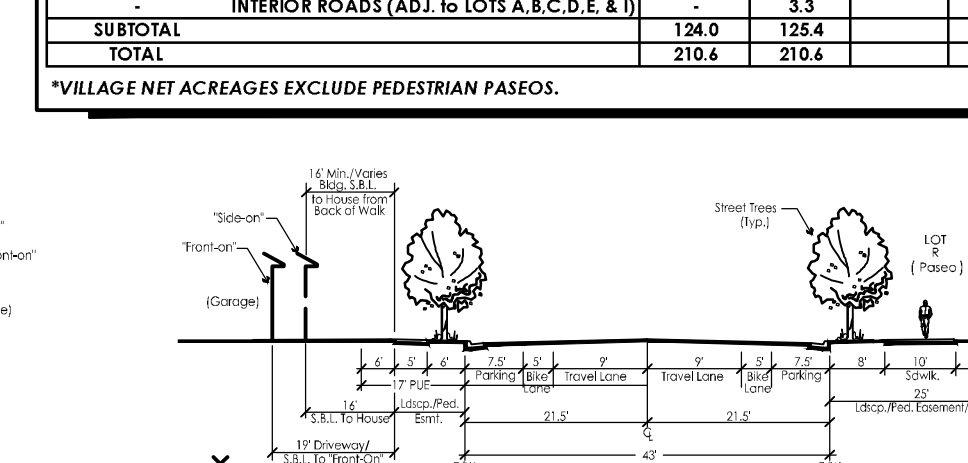
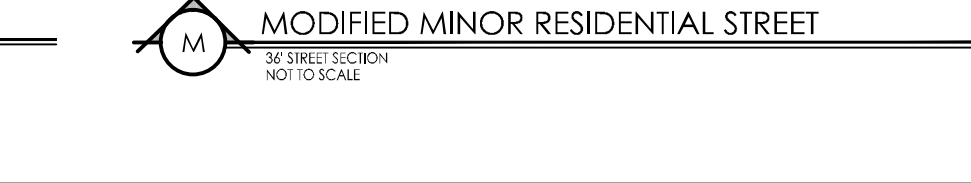
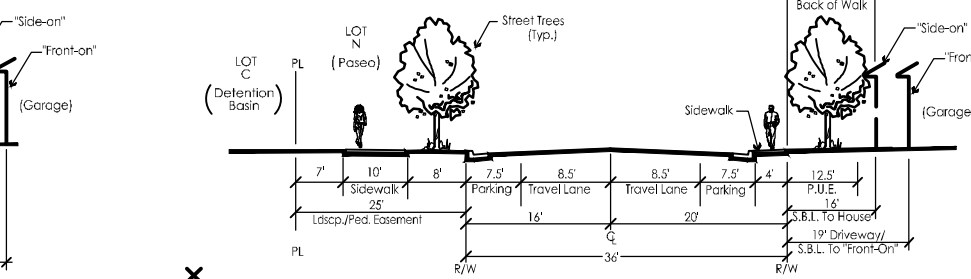
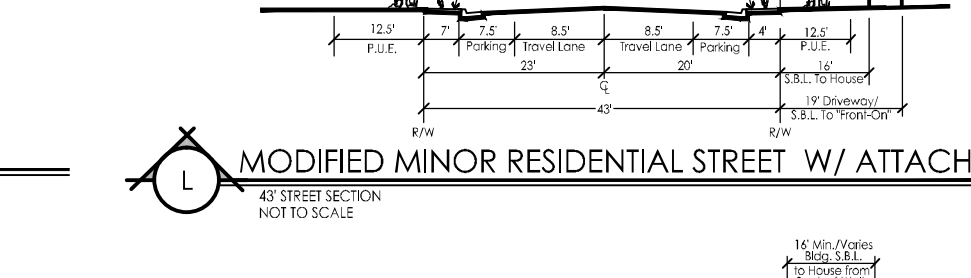
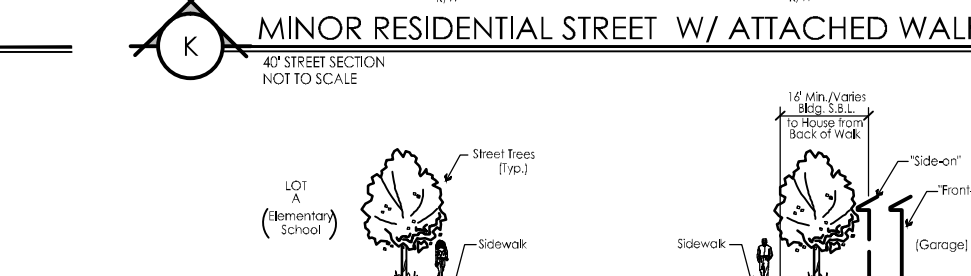
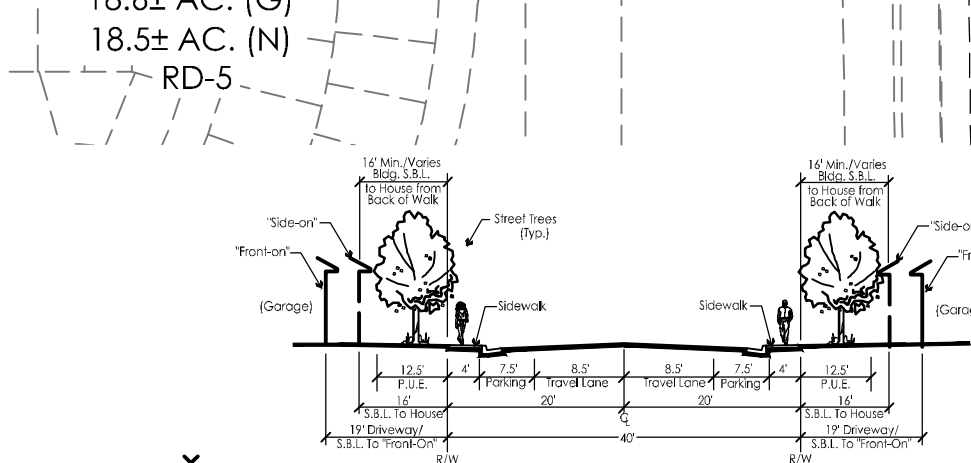
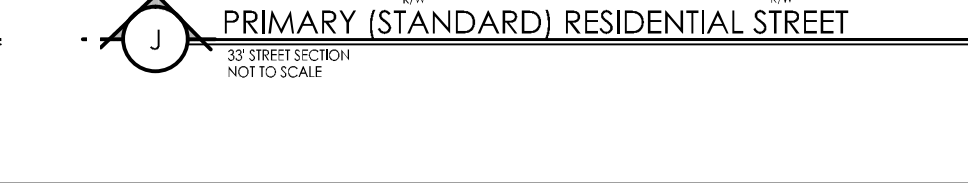
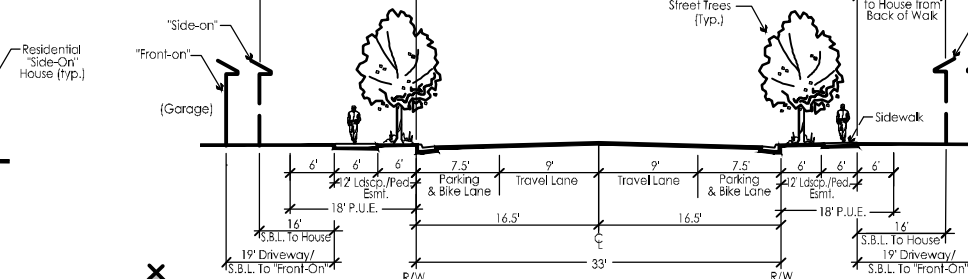
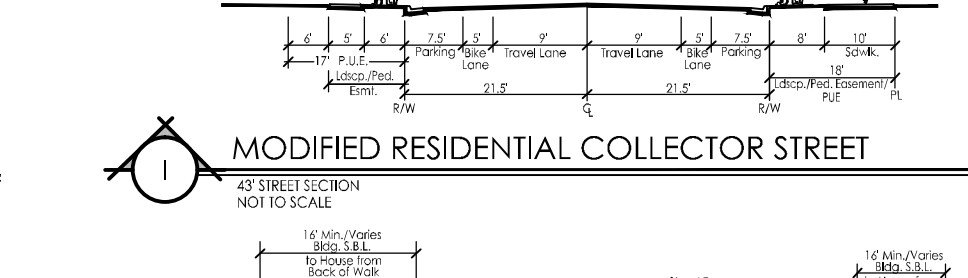
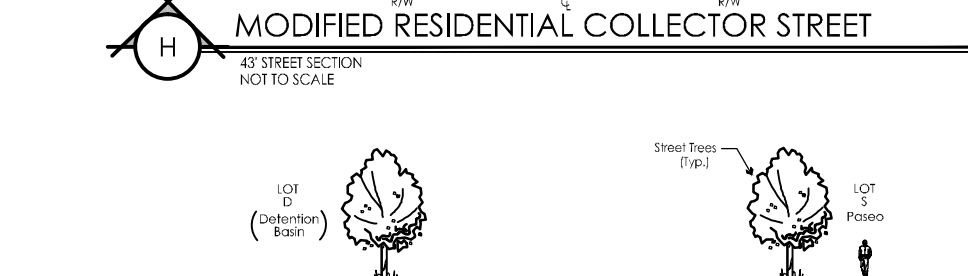
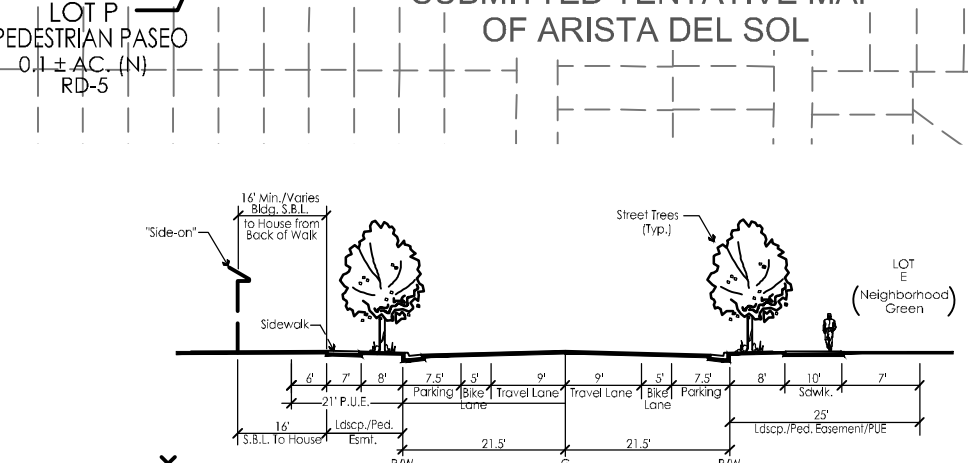
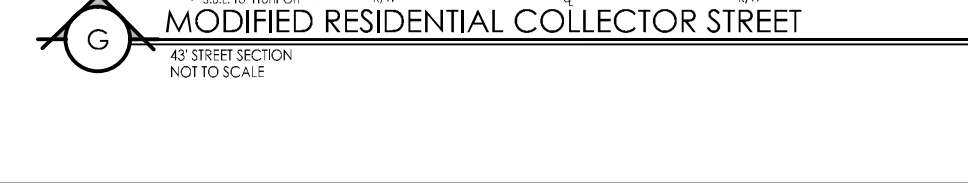
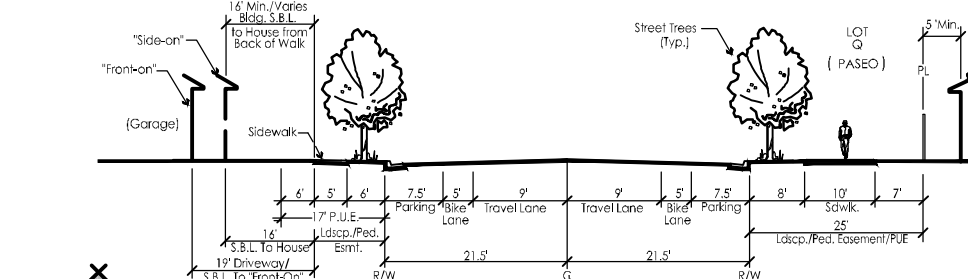
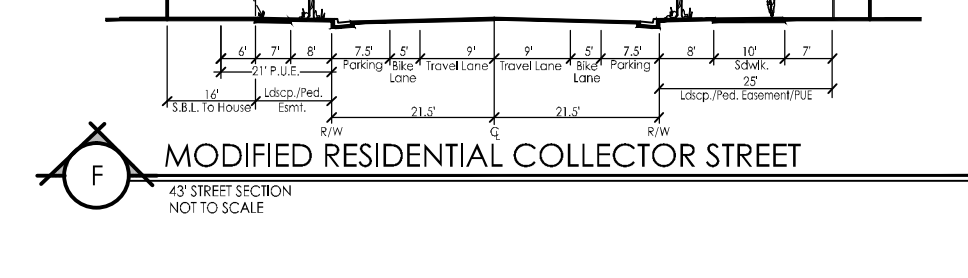
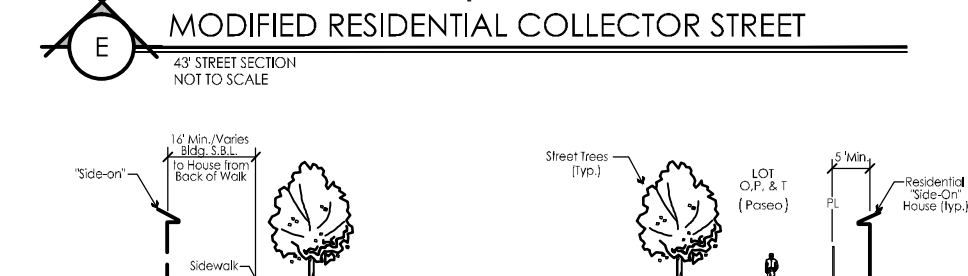
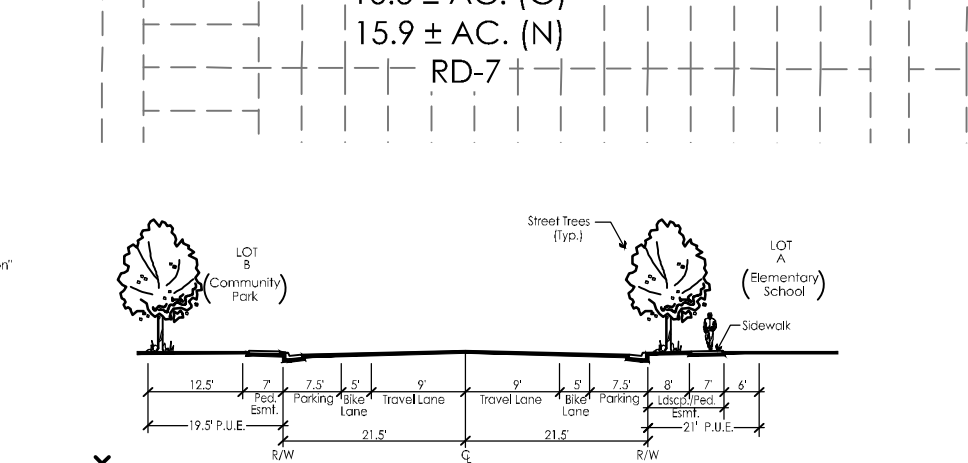
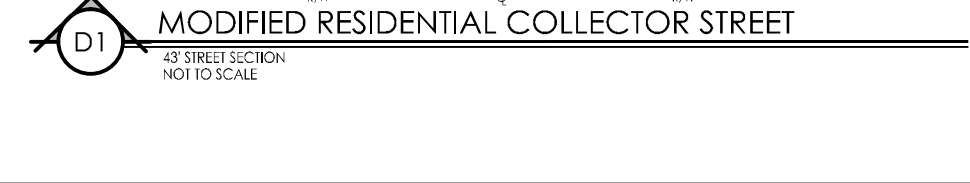
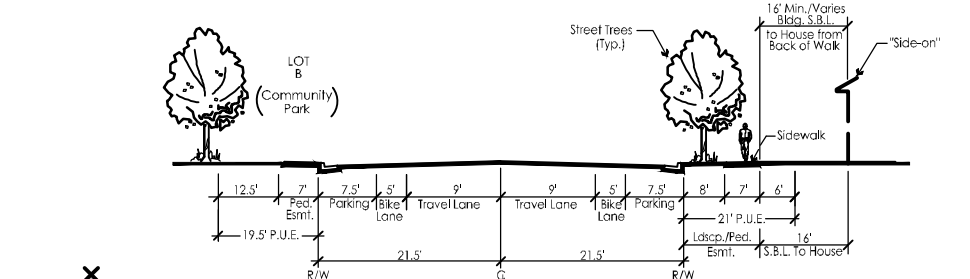
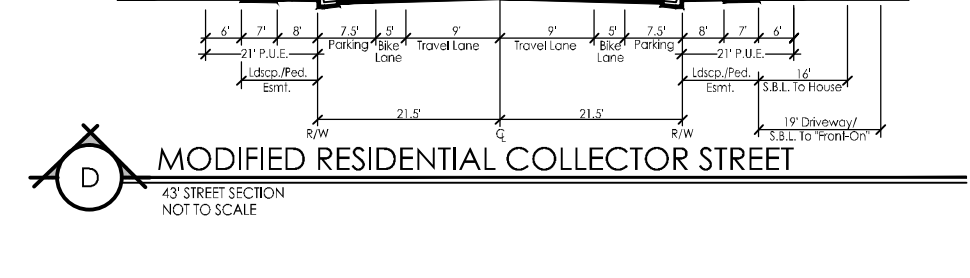
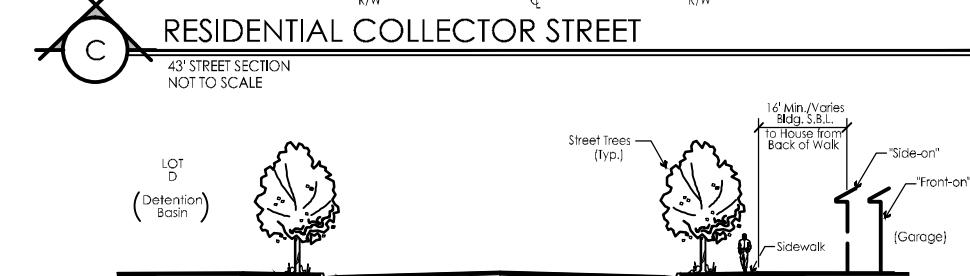
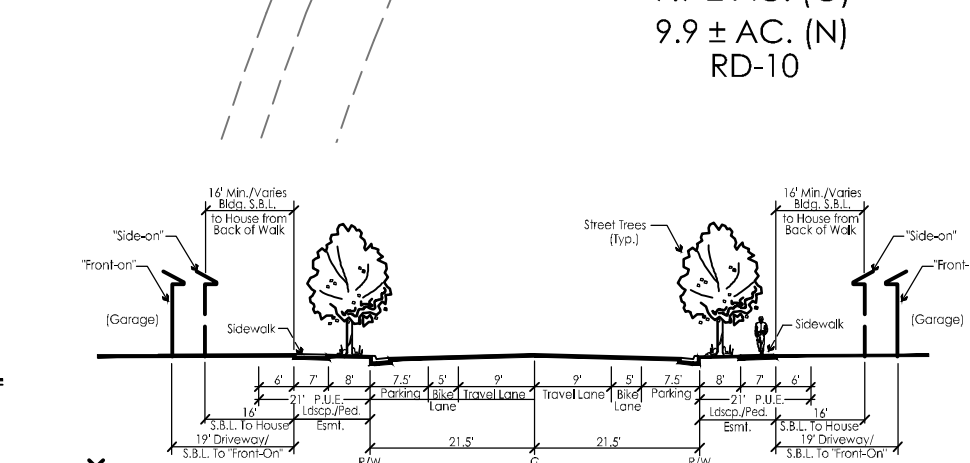
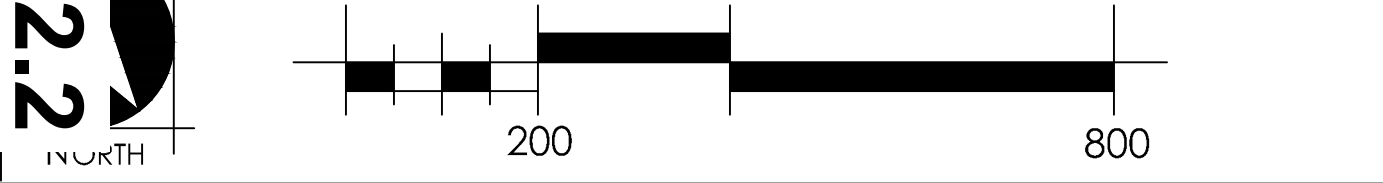
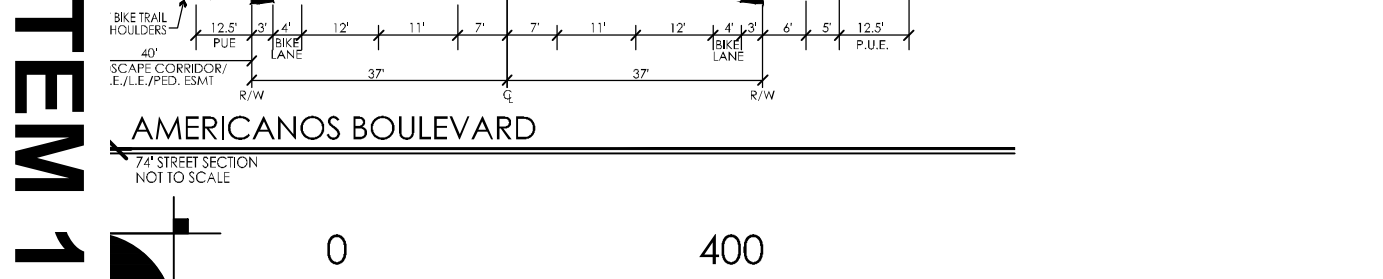
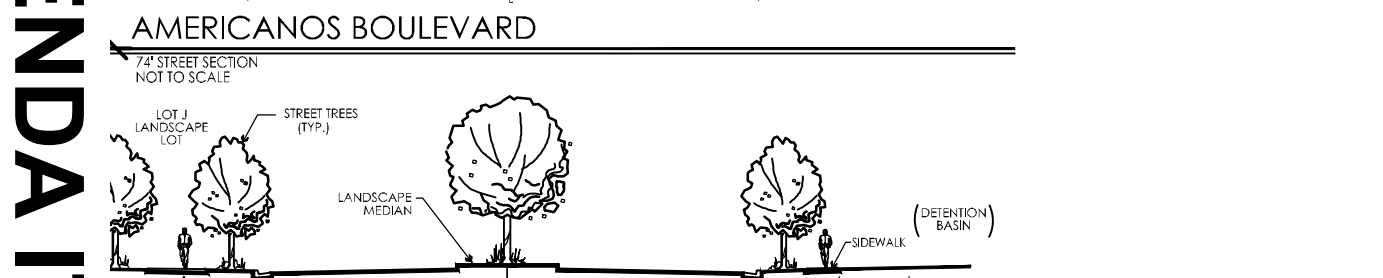
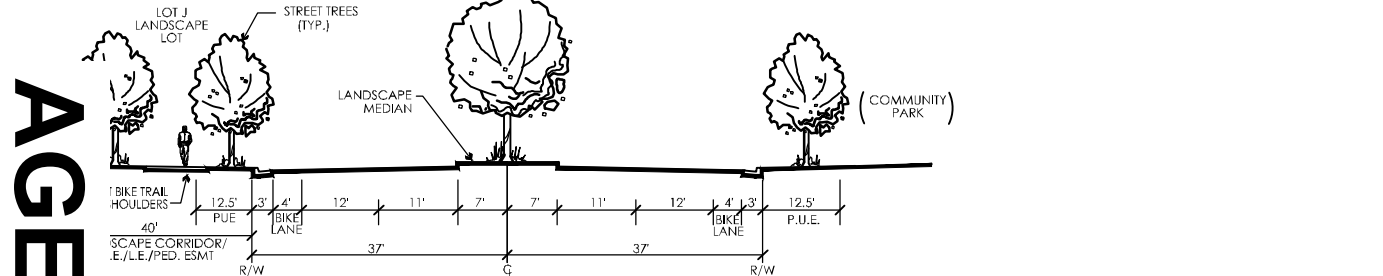
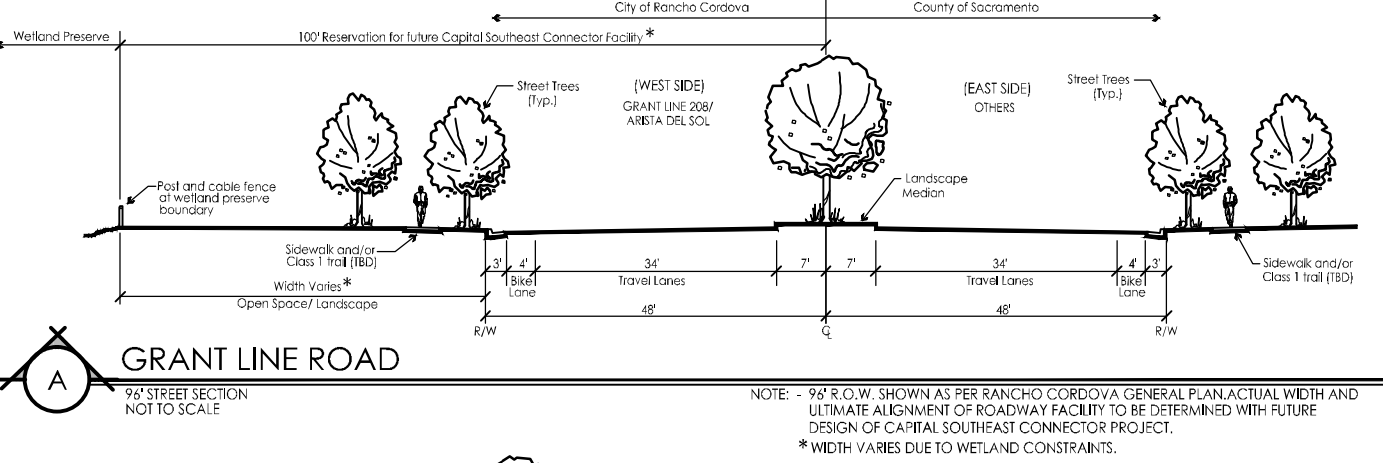
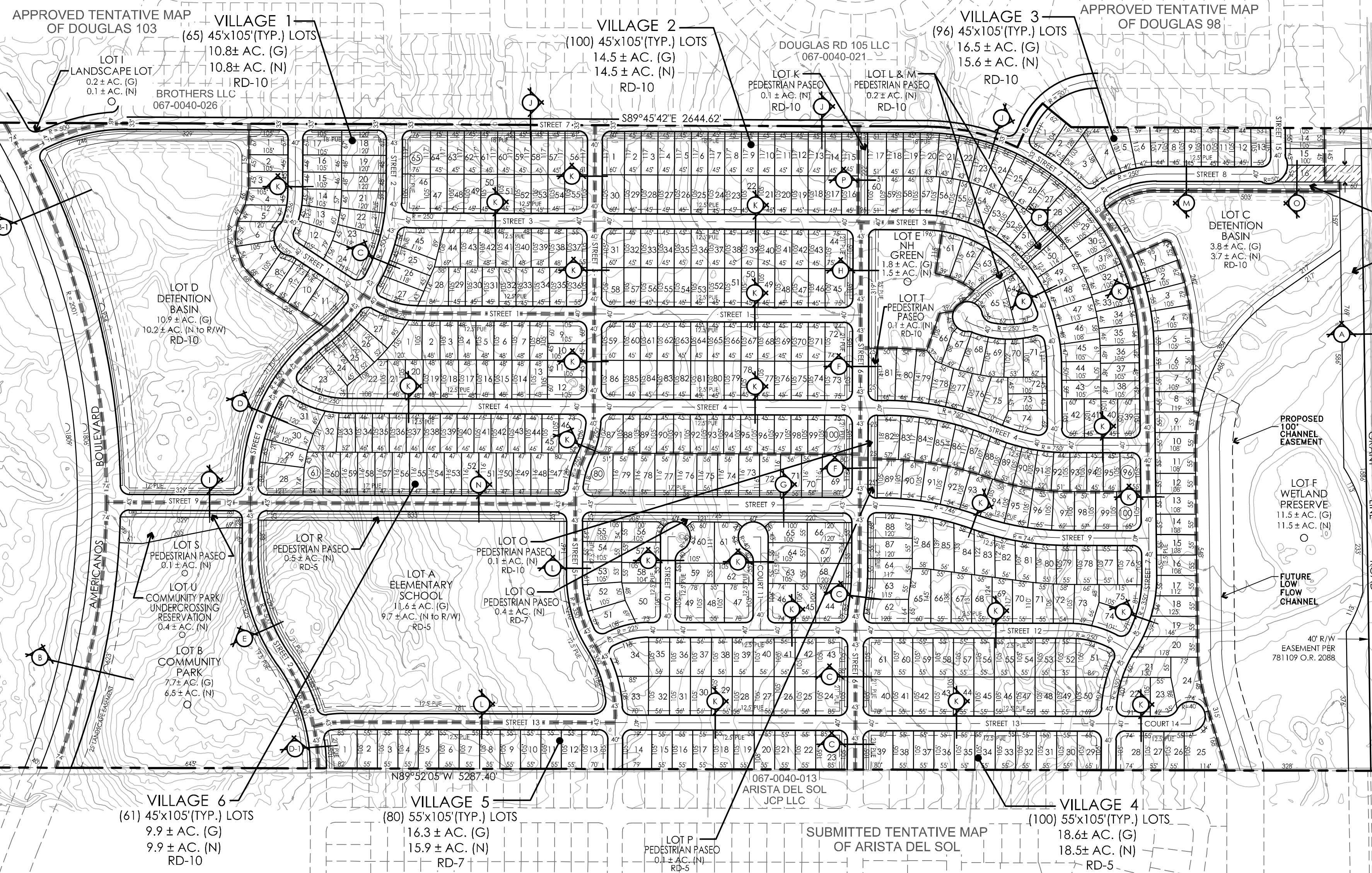
NOTE:

- 1) SUBDIVIDER(S) RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT.
- 2) THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
- 3) A PUBLIC UTILITY EASEMENT WILL BE LOCATED ADJACENT TO ALL RIGHTS OF WAY AS SHOWN OR AS APPROVED BY THE CITY ENGINEER.
- 4) VILLAGE (LARGE LOT) NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
- 5) AERIAL TOPOGRAPHY SHOWN HEREON WAS FLOWN IN DECEMBER 2003
- 6) THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS TO BE VERIFIED PRIOR TO FINAL MAP.
- 7) ALL EXISTING EASEMENTS TO BE ABANDONED AND REDEDICATED.
- 8) LOT G ACCESS TO BE PROVIDED ACROSS LOT J AT A LOCATION TO BE DETERMINED.

LAND USE SUMMARY

VILLAGE/LOT #	LAND USE	GROSS ACRES	* NET ACRES	DENSITY	DWELLING UNITS	ZONING DESIGNATION
1	SP RESIDENTIAL (45X105 TYP.)	10.8	10.8	4.0	45	RD-10
2	SP RESIDENTIAL (45X105 TYP.)	14.5	14.5	4.9	100	RD-10
3	SP RESIDENTIAL (45X105 TYP.)	16.5	16.5	4.2	70	RD-10
4	SP RESIDENTIAL (55X105 TYP.)	18.6	18.6	5.4	100	RD-5
5	SP RESIDENTIAL (55X105 TYP.)	16.3	16.3	6.0	80	RD-7
6	SP RESIDENTIAL (45X105 TYP.)	9.9	9.9	6.2	61	RD-10
SUBTOTAL		86.6	86.2	5.9	502	
B	ELEMENTARY SCHOOL	11.4	11.4			RD-5
C	COMMUNITY PARK	7.7	4.5			O
D	DETENTION BASIN	3.8	3.7			RD-10
E	NEIGHBORHOOD GREEN	1.8	1.5			O
F	WETLAND PRESERVE	11.5	11.5			O
G	GRANTLINE PARKWAY	2.1	2.1			O
H	LANDSCAPE LOT	0.2	0.1			O
I	LANDSCAPE LOT	1.7	1.7			O
J	PEDESTRIAN PASEO	-	2.0			VARIES
K-T	COMMUNITY PARK/ UNDERCROSSING RES.	-	0.4			O
U	AMERICANOS BLVD/GRANTLINE RD	-	4.7			VARIES
V	INTERIOR ROADS (ADJ. TO LOTS A,B,C,D,E & F)	-	4.7			VARIES
SUBTOTAL		134.0	132.4			
TOTAL		210.6	210.6		502	

*VILLAGE NET ACRES EXCLUDE PEDESTRIAN PASEOS.



WOOD RODGER'S
DESIGNING INNOVATIVE DESIGN SOLUTIONS
3301 C St, Bldg. 100-B
Sacramento, CA 95816
Tel 916.341.776
Fax 916.341.776

TENTATIVE SUBDIVISION MAP - GRANTLINE 208

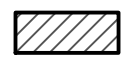
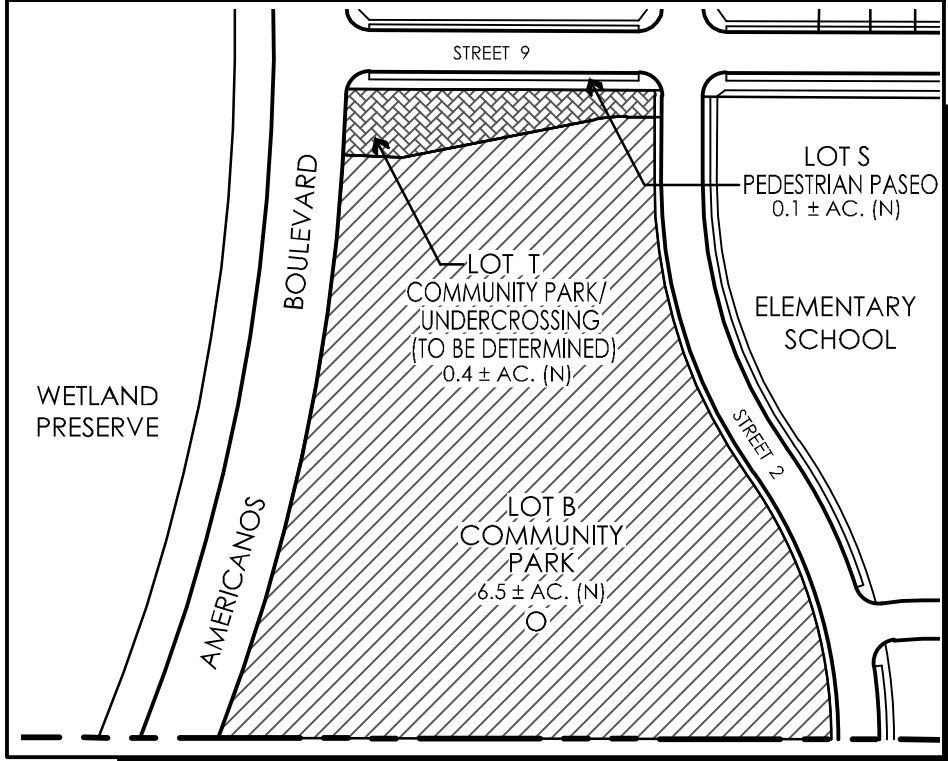
FIGURE 1

EXHIBIT 1B

PARKLAND/OPEN SPACE DEDICATION & MAINTENANCE EXHIBIT

GRANTLINE 208

CITY OF RANCHO CORDOVA, CALIFORNIA



TO BE DEDICATED TO THE CORDOVA RECREATION & PARK DISTRICT



TEMPORARY UNDERCROSSING RESERVATION (CITY TO PROVIDE WRITTEN NOTICE OF INTENT TO DEVELOPER PRIOR TO BE ISSUANCE OF BUILDING PERMIT #250.)

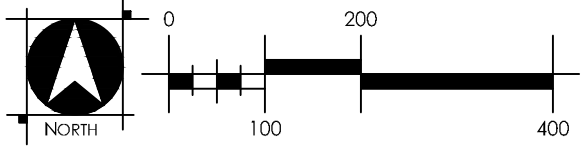


NEIGHBORHOOD GREEN

FEBRUARY 23, 2015

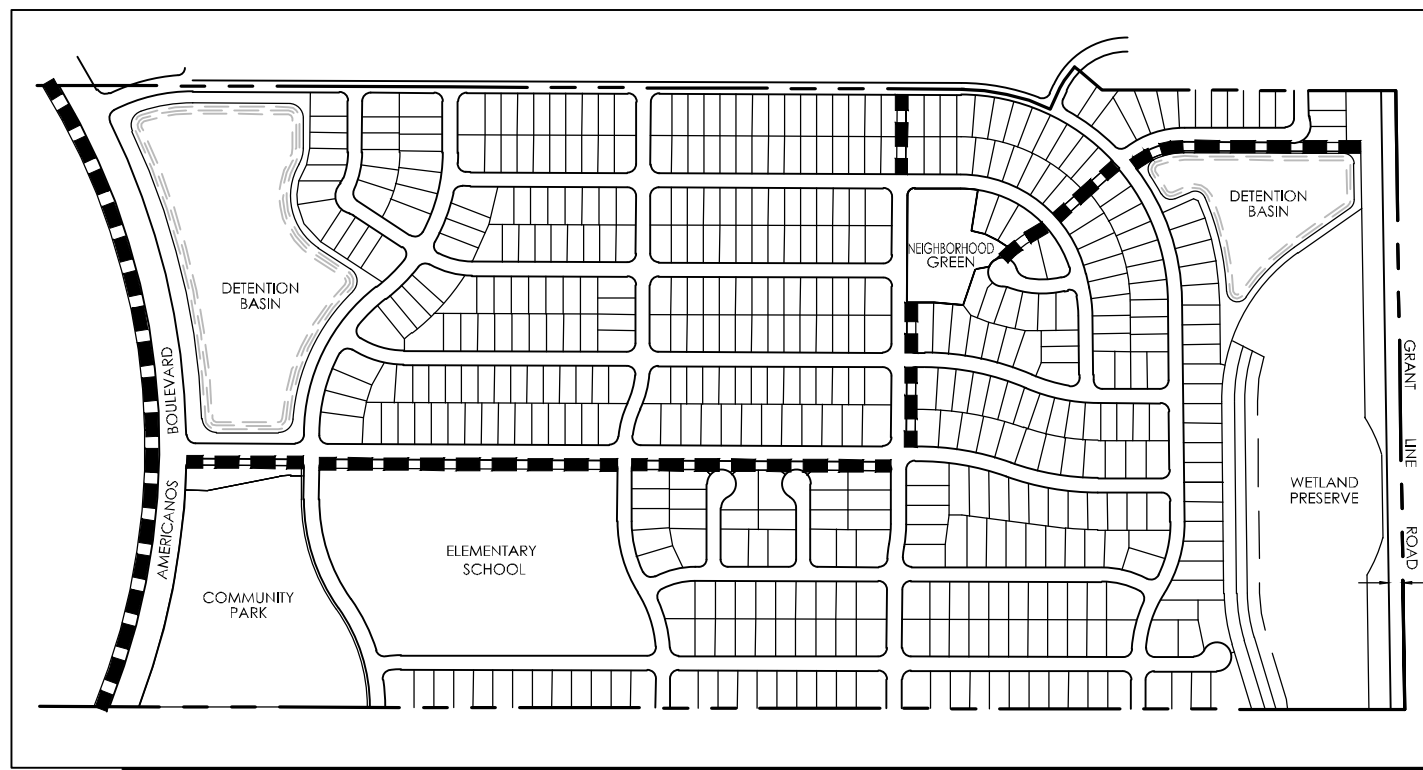
PARK SUMMARY TABLE	DEDICATION REQUIREMENT	NET ACRES REQUIRED	NET ACRES PROVIDED	IN-LIEU FEE ACREAGE
COMMUNITY PARK DEDICATION (LOT B & T)	5 AC/1000 POPULATION (2.95 POP/HOUSEHOLD)	7.40	6.90	0.50
NEIGHBORHOOD GREEN	1 AC/1000 POPULATION (2.95 POP/HOUSEHOLD)	1.48	1.50	-0.02
TOTAL		8.89	8.40	0.49 Acres

Note: Based on 502 DU. Net acreage of Community Park dedication is calculated to back of curb along Americanos Blvd and to back of walk along all other adjacent residential streets and excludes Lot S (Pedestrian Paseo).



WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 D STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7761
AGENDA ITEM 12.2

FIGURE 2
 LANDSCAPE/PEDESTRIAN PASEO LOT
 DEDICATION EXHIBIT
GRANTLINE 208
 CITY OF RANCHO CORDOVA, CALIFORNIA



LANDSCAPE/PEDESTRIAN PASEO LOTS TO BE DEDICATED TO THE
 CITY OF RANCHO CORDOVA

NOT TO SCALE



CITY OF RANCHO CORDOVA

ORDINANCE NO. 3-2015

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING SECTION 16.84 OF THE CITY MUNICIPAL CODE EXTENDING THE
TEMPORARY DEFERRAL FOR PAYMENTS OF TRANSPORTATION DEVELOPMENT
IMPACT FEES FOR A PERIOD OF THREE YEARS**

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:

Section 1.

WHEREAS, in May 2008, in response to the nationwide downturn in the housing market, the City Council adopted Resolution No. 51-2008 establishing a Temporary Developer Impact Fee Deferral Program; and

WHEREAS, the City Council also adopted Urgency Ordinance No. 14-2008 amending the City Municipal Code by adding Sections 16.83.105 and 16.84.065, which provided the City Manager the authority to defer certain development impact fees. The temporary fee deferral provisions were set to automatically expire on June 30, 2009; and

WHEREAS, in April 2009, in response to the continued downturn in the housing market, the City Council adopted Ordinance No. 10-2009 and Resolution No. 33-2009 to extend the time period of the Development Impact Fee Deferral Program for an additional one year period, expiring on June 30, 2010; and

WHEREAS, in October 2010, in response to the continued downturn in the housing market, the City Council adopted Ordinance No. 32-2010 and Resolution No. 120-2010 to extend the time period of the Development Impact Fee Deferral Program for a three year period, expiring on June 30, 2013; and

WHEREAS, in June 2013, in response to the continued downturn in the housing market, the City Council adopted Ordinance No. 7-2013 and Resolution No. 73-2013 extending the time period of the Development Impact Fee Deferral Program for a three year period, expiring on June 30, 2016; and

WHEREAS, this ordinance is needed to amend the Municipal Code to extend the time period of the Transportation Development Impact Fee Deferral Period in order to allow the fee to continue to be deferred under the current Temporary Developer Impact Fee Deferral Program; and.

Section 2. Section 16.84.065 of the Rancho Cordova Municipal Code, titled "Payment of Developer Fees – Temporary Deferral," is hereby amended to read as follows:

16.84.065 PAYMENT OF TRANSPORTATION FEE – TEMPORARY DEFERRAL

Notwithstanding any other requirement in Section 16.84.060 or this chapter, due to the temporary and acute nationwide slowdown in the housing market, the City Manager shall have the authority to consider and approve requests to defer payment of development impact fees imposed pursuant to this Chapter to the earlier of 24 hours prior to scheduling a final inspection, issuance of a temporary or final certificate of occupancy, or one year from the date the deferral is approved by the City Manager. This section shall automatically expire and be of no force and effect after June 30, 2016.

Section 3. Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application and to this end the provision of this ordinance are severable. This City Council declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 4. Effective Date

Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

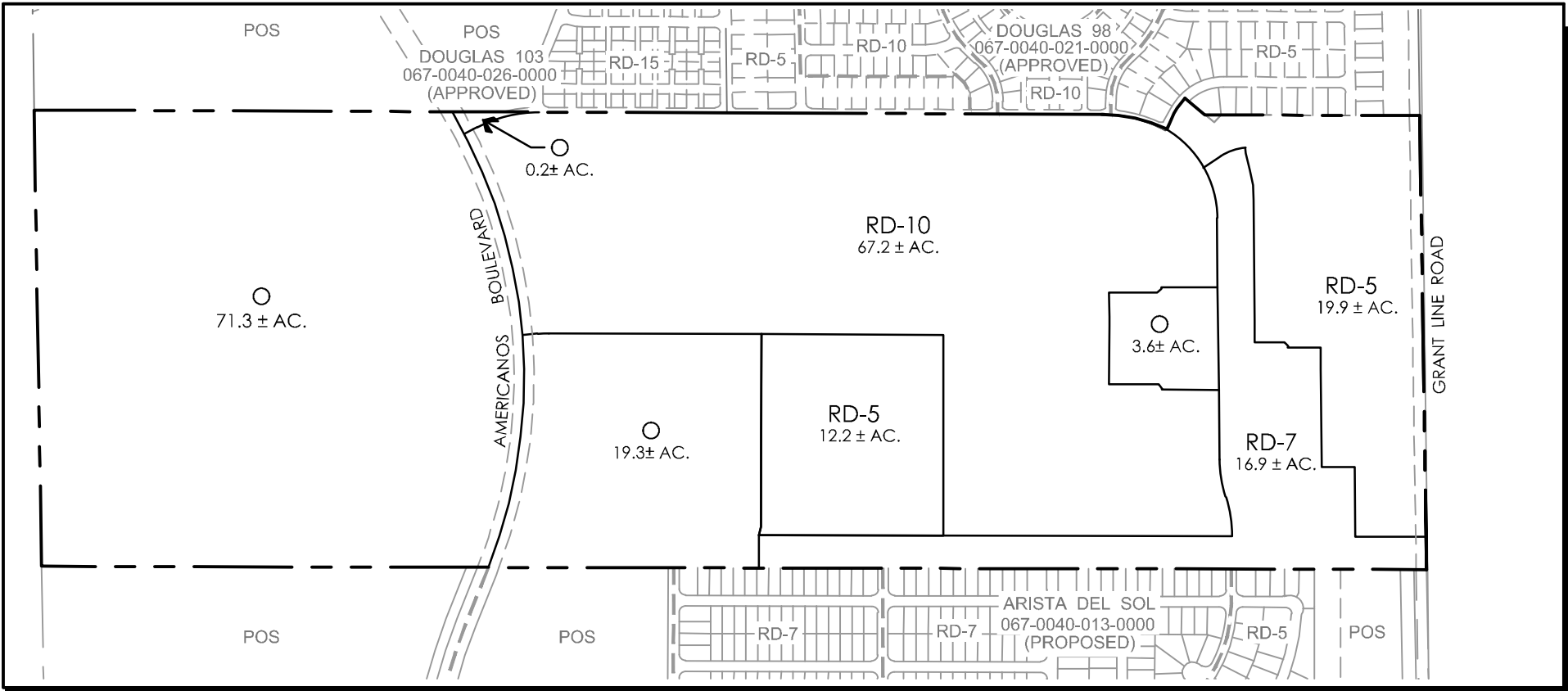
ABSTAIN:

Robert J. McGarvey, Mayor

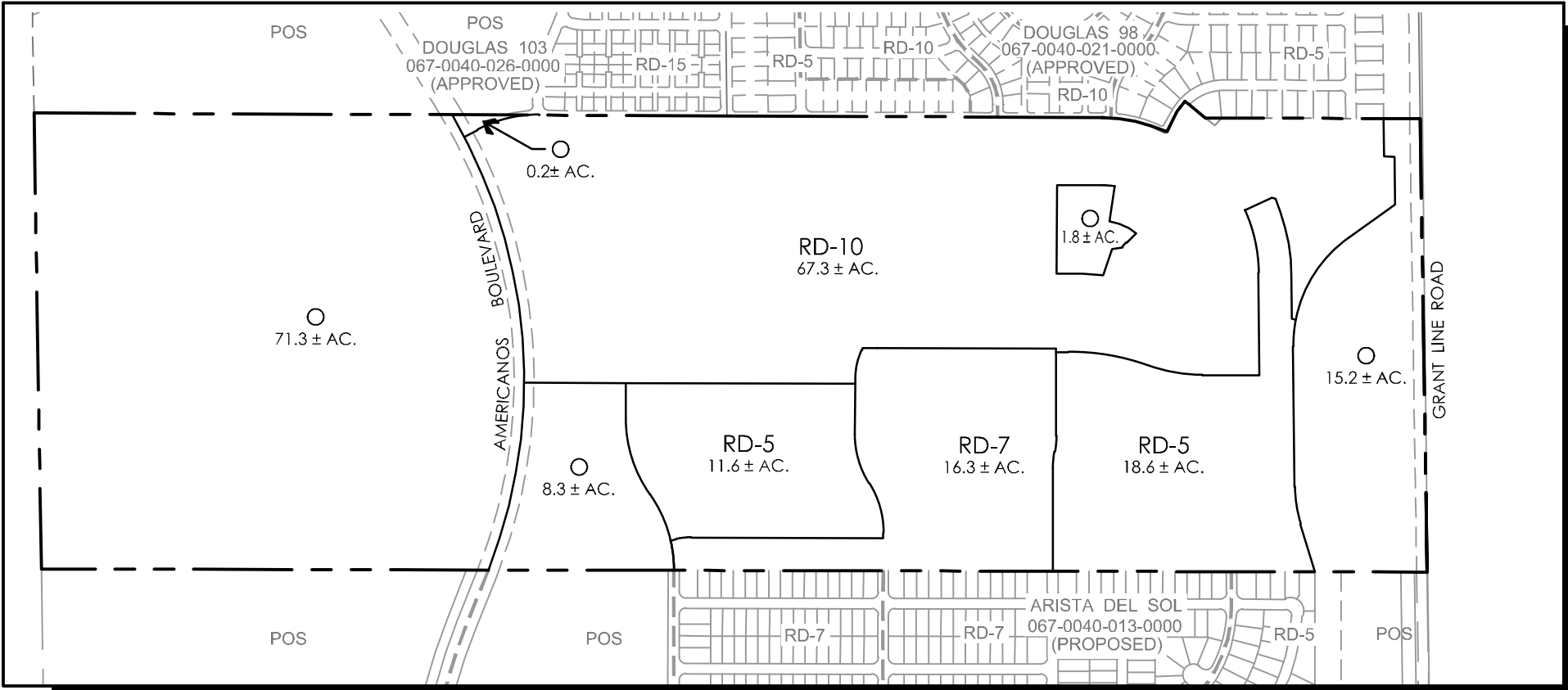
ATTEST:

Mindy Cuppy, MMC, City Clerk

ZONING EXHIBIT
GRANTLINE 208
CITY OF RANCHO CORDOVA, CALIFORNIA
FEBRUARY 4, 2015

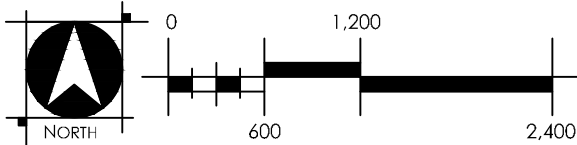


Existing Zoning Designations



Proposed Zoning Designations

SUMMARY TABLE				
DESIGNATION	LAND USE	EXISTING	PROPOSED	DIFFERENCE
RD-5	SINGLE FAMILY RESIDENTIAL	32.1	30.2	-1.9
RD-7	SINGLE FAMILY RESIDENTIAL	16.9	16.3	-0.6
RD-10	SINGLE/ MULTI FAMILY RESIDENTIAL	67.2	67.3	0.1
O	PARKS AND OPEN SPACE	94.4	96.8	2.4
TOTAL		210.6	210.6	0.0



OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670
Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
RELATIVE TO GRANTLINE 208
BY AND BETWEEN THE CITY OF RANCHO CORDOVA
AND ARI 208, LLC**

This First Amendment to Development Agreement ("**First Amendment**") is entered into this ____ day of _____, 2015, by and between the **CITY OF RANCHO CORDOVA**, a municipal corporation ("**City**"), and **ARI 208, LLC**, a California limited liability company ("**Landowner**"), who agree as follows.

RECITALS

A. City and Pulte Home Corporation, a Michigan corporation, entered into that certain Development Agreement dated June 19, 2006 ("**Agreement**") recorded on July 26, 2006, in the Office of the Sacramento County Recorder in Book 20060728, Page 598, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described in **Exhibit A-1** and **Exhibit A-2** to the Agreement (the "**Property**").

B. The Property has changed ownership since City and Pulte Home Corporation entered into the Agreement. On December 24, 2008, Pulte Home Corporation assigned all of its rights, title, interest and obligations under the Agreement to Sacramento Grantline Venture Group, LLC, a California limited liability company ("**SGVG**"), and SGVG assumed all of said rights and obligations under the Agreement. On April 3, 2009, SGVG assigned all its rights, title, interest and obligations under the Agreement to **GL One Investors, LLC**, a California limited liability company ("**GL One**"), and GL One assumed all of said rights and obligations of SGVG under the Agreement. ARI 208, LLC, a California limited liability company currently owns the Property and has assumed all of the interests and obligations of GL One in the Agreement by virtue of that certain Assumption Agreement Relative to Grantline 208, dated September 24, 2009. Landowner has provided City with a title report indicating its ownership in fee of the Property.

C. Pursuant to Government Code section 65868, City and Landowner now desire to modify and amend the Agreement to reflect certain changes to Landowner's obligations to pay certain fees for park renovations at existing City parks and improvements at new City parks, to revise Landowner's park obligations, to modify certain traffic thresholds in exchange for a supplemental fee, to update obligations relating to the funding of police services, and to make other revisions, all as more fully set forth below in this First Amendment.

D. This First Amendment amends certain provisions of the Agreement applicable to the entire Property, and was adopted by City Ordinance No. __-2015 on _____, 2015. All capitalized terms used in this First Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Incorporation of Recitals. Recitals A through D are hereby incorporated herein, including the documents referenced in the Recitals.

2. Restatement of Section 6 of the Recitals Concerning "Project Approvals." Section 6 of the Recitals of the Agreement is hereby deleted and replaced with the following:

6. Project Approvals. The following land use approvals (together the "**Project Approvals**") have been granted for the Property, which entitlements are the subject of this Agreement.

6.1 The Sunridge Specific Plan adopted by the County of Sacramento, as adopted by City on July 1, 2003, by City Resolution No. 06-2003 (the "**Specific Plan**");

6.2 The Mitigation Measures in both the Environmental Impact Report certified by the County of Sacramento in July 2002 (State Clearinghouse No. 97022055), as revised by City on November 7, 2011, and the Mitigated Negative Declaration adopted on _____, 2006, as further analyzed in the Addendum dated _____, 201_;

6.3 The Rezoning of the Property, approved by City on _____, by City Ordinance No. 08-2006 as further amended on _____ by City Ordinance No. __-2015;

6.4 The Large Lot Tentative Subdivision Map approved on _____ by City Resolution No. __-2015 (attached hereto as **Exhibit 1**);

6.5 The Small Lot Tentative Subdivision Map approved on _____ by City Resolution No. __-2015 (attached hereto as **Exhibit 2**);

6.6 The Agreement adopted on June 19, 2006, by City Ordinance No. 34-2006 as amended on _____, 2015 by City Ordinance No. __-2015 adopting the First Amendment."

3. Restatement of Section 5.2 concerning the "Term." City and Landowner agree that Section 5.2 of the Agreement is hereby deleted and replaced with the following:

5.2 Term. Upon the execution of the First Amendment, the term of this Agreement shall commence on the Effective Date and extend to _____, 2030, which date is a period of fifteen (15) years from the date that City

Ordinance No. ____-2015 approving the First Amendment takes effect, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following expiration of the term, this Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.”

4. Restatement of Section 6.4.1 Concerning the “New Park Development Obligation.” City and Landowner agree that Section 6.4.1 of the Agreement is hereby deleted and replaced with the following:

“6.4.1 New Park Development Obligation.

(i) Dedication of Quimby Park Land.

Landowner’s obligation to dedicate land to the Cordova Recreation and Park District (“**Park District**”) pursuant to California Government Code Section 66477 (the “**Quimby Act**”) shall be satisfied by Landowner’s dedication of Lot B to Park District and payment of in lieu fees for the 0.5 acre shortfall as shown on the Large Lot Tentative Subdivision Map, attached hereto as **Exhibit 1**. The payment of in lieu fees for this 0.5 acre shortfall shall be paid to City prior to the recordation of the first final subdivision map.

If City elects to move forward with the proposed bicycle/pedestrian undercrossing of Americanos Boulevard (the “**Undercrossing**”) pursuant to Section 6.4.8(a) hereof, Landowner hereby acknowledges that it will be responsible for payment of additional in lieu fees for the resulting shortfall in park land dedication. City shall provide Landowner with written notice of its decision whether to move forward with the Undercrossing prior to the issuance of the 250th building permit by City for the Project. Upon receipt of notice from City that the Undercrossing will be constructed, City shall calculate the additional shortfall in park land dedication resulting therefrom. The payment of in lieu fees for any shortfall resulting from construction of the Undercrossing shall be paid to City prior to the recordation of the first final small lot subdivision map within Phase 2 of the Project as shown on the large lot phasing plan as described in Section 6.4.7 herein. In the event Landowner records the first final small lot subdivision map within Phase 2 of the Project as shown on the large lot phasing plan as described in Section 6.4.7 herein prior to issuance of the 250th building permit by City for the Project, and City subsequently provides Landowner with written notice of its decision to move forward with the Undercrossing prior to the issuance of the 250th building permit by City for the Project, then Landowner shall pay in lieu fees for any shortfall resulting from construction of the Undercrossing within sixty (60) days of receipt of said written notice from City. Failure to pay the in lieu fees as required under this Section shall be a violation of this Agreement authorizing the City to pursue all remedies available under this Agreement and in law, including but not limited to, ceasing to issue further building permits for the Project until the in lieu fees have been paid in full by Landowner.

(ii) Dedication of Neighborhood Greens Park Land.

Landowner’s obligation to dedicate park land to City for neighborhood green open space shall be satisfied by Landowner’s dedication of Lot E, as shown on the Large Lot Tentative Subdivision Map, attached hereto as **Exhibit 1**.

(iii) Park Land Improvement.

A “**Park Development Agreement**” is being negotiated between Landowner and Park District detailing Landowner’s obligations regarding the design, construction, installation, and timing of the Quimby Act and neighborhood green park improvements. Landowner shall enter into the Park Development Agreement prior to the recordation of any final subdivision map.

In addition to the general authority under Section 17 of the First Amendment, City has the specific authority to withhold building permits if Landowner is not in compliance with its requirements under the First Amendment or the Park Development Agreement.

(iv) Timing of Park Land Improvements.

Landowner shall commence construction of the improvements to the neighborhood green park, shown as Lot E in **Exhibit 1** of the First Amendment, prior to the issuance of the 166th residential building permit for the Project by City (prior to the issuance of that permit, City will have issued 33% of the total 502 residential building permits for the Project). Landowner shall complete and make all the improvements to the neighborhood green park open and fully operational within one (1) year from the issuance of the 166th residential building permit for the Project by City. City, at its discretion, may allow additional time for minor punch list work to be completed. Pursuant to the terms of the Park Development Agreement to be negotiated between Landowner and Park District, Landowner shall enter into an agreement to reimburse Park District the costs for oversight of the design and construction of the turnkey neighborhood green park.

The neighborhood green park, shown as Lot E in **Exhibit 1**, will be designed and constructed to a maximum budget of Five Hundred Seventy Seven Thousand Five Hundred Ninety Eight Dollars (\$577,598) (“**Maximum Budget**”), which shall include administration costs, management costs, and all other applicable costs reimbursed to City and Park District, as well as onsite utility costs and related connection fees. The design and construction will be adjusted as required to provide a complete project for the Maximum Budget unless otherwise approved by City and Park District prior to commitment of funds in excess of the Maximum Budget. However, in no event shall Landowner be required to commit funds in excess of the Maximum Budget. Further, Landowner shall not be required to construct neighborhood green improvements the cost of which would be in excess of the Maximum Budget unless the City provides the excess funding. The Maximum Budget shall be adjusted on January 1, 2016 and annually thereafter, no later than January 15th by the method provided in Section 6.4.1(v) of the First Amendment, similar to park development impact fees.

(v) Park Development Impact Fee and In Lieu Fee.

Landowner shall pay a park development impact fee for each single-family residential parcel or residential parcel equivalent on the Property to mitigate the costs for Park District and City to design, construct and install park improvements (the “**Park Development Impact Fee**”). The Park Development Impact Fee will be paid prior to issuance of each residential building permit within the Project. The Park Development Impact Fee will be Nine Thousand, Eleven Dollars and

Ninety-Two Cents (\$9,011.92) for each single-family residential parcel or residential parcel equivalent. Of the Nine Thousand Eleven Dollars and Ninety-Two Cents (\$9,011.92) Park Development Impact Fee, Eight Thousand Eight Hundred Sixty-Seven Dollars and Fifty-Six Cents (\$8,867.56) is for Quimby Act park development and One Hundred Forty-Four Dollars and Thirty-Six Cents (\$144.36) is for a community gathering place – plaza and administration by the City.

The Park Development Impact Fee shall be adjusted on January 1, 2016 and annually thereafter, no later than January 15th by the method provided in City Ordinance No. 05-2014 as follows:

- (a) A “mean” index will be computed by averaging the index for 20 U.S. cities with the index for San Francisco by resort to the most recent October issue of the Engineering News Record magazine Construction Cost Index.
- (b) An adjustment factor shall be computed by dividing the “mean” index as calculated in subsection (a) of this Section by the “mean” index for the previous October.
- (c) The adjusted Park Development Impact Fee shall be calculated by multiplying the adjustment factor, as calculated in subsection (b) of this Section, by the Park Development Impact Fee in place prior to the annual adjustment.

The Park Development Impact Fee does not currently include the cost of park street frontage improvements at parks. However, if at any point prior to construction of park street frontage improvements, the Park Development Impact Fee is amended to include the cost of such improvements, to the extent Landowner constructs any park street frontage improvements, Landowner shall be entitled to credits against the payment of the Park Development Impact Fee described in this Section 6.4.1. To the extent Landowner cannot utilize such credits, Landowner shall be entitled to receive reimbursements for its construction of such park street frontage improvements.

Additionally, if and when City adopts the Citywide Park Improvement Fee, or an Area-Wide Park Improvement Fee applicable to the Project, Landowner and City agree that the portion of the Park Development Impact Fee used for parks (currently Eight Thousand Eight Hundred Sixty-Seven Dollars and Fifty-Six Cents (\$8,867.56)) will automatically adjust to the City adopted Citywide Park Improvement Fee or the Area-Wide Park Improvement Fee. The portion of the Park Development Impact Fee used for City’s community gathering place – plaza and administration (One Hundred Forty-Four Dollars and Thirty-Six Cents (\$144.36)) will continue as required under the First Amendment. Under no circumstances shall Landowner be required to pay any new Citywide/ Area-Wide Park Improvement Fee in addition to the portion of the Park Development Impact Fee used for parks as set forth in the First Amendment.

City further agrees and acknowledges that the park land dedication and neighborhood green being provided at the Project pursuant to the First Amendment will satisfy Quimby Act park land and community open space

dedication requirements, except for a 0.5 acre shortfall in park land as well as any additional shortfall in park land resulting from Landowner's construction of the proposed Undercrossing, for which an in lieu fee payment shall be made pursuant to Section 6.4.1(i) hereof. If necessary, Landowner will prepare and record a lot line adjustment to accurately reflect the lot line between the Undercrossing and the park land dedicated pursuant to this Section."

5. Restatement of Section 6.4.2 Concerning the "Timing of Dedications and Improvements of Parks." City and Landowner agree that Section 6.4.2 of the Agreement is hereby deleted and replaced with the following:

"6.4.2 Timing of Dedications of Parks. Landowner shall irrevocably offer to dedicate the neighborhood green site shown in **Exhibit 1** to City or Park District prior to the recordation of the first final subdivision map. As of the Effective Date, City and Park District have not determined which entity, City or Park District, will design, own, operate and maintain the neighborhood green. City will inform Landowner of City's decision regarding the neighborhood green prior to, or at the time, Landowner requests approval of the first final subdivision map. Landowner shall irrevocably offer to dedicate the park site and Undercrossing site prior to the recordation of the large lot map creating these parcels. The Parties hereby acknowledge that recordation of the first final subdivision map creating the park site and Undercrossing site is the appropriate timing to irrevocably offer to dedicate these sites, as the Parties expect that the necessary lot line adjustment, if any, will have been made, and the final configuration of the park site and Undercrossing site will be known. The park site will be accepted by Park District for maintenance pursuant to the terms of the Park Development Agreement. The Undercrossing site will be accepted by City.

6. Restatement of Section 6.4.3 Concerning the "In-fill Park and Open Space Renovation and Acquisition Fee." City and Landowner agree that Section 6.4.3 of the Agreement is hereby deleted and replaced with the following:

"6.4.3 In-fill Park and Open Space Renovation and Acquisition Fee. Landowner agrees that development of the Property shall be subject to the park renovation fee (the "**Park Renovation Fee**"). Landowner agrees that it shall pay City the total sum of One Thousand Fifty Dollars and Fifty-Two Cents (\$1,050.52) for each residential parcel shown on the final small lot final subdivision maps for the Property. Beginning January 1, 2016, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between August and August of each year. This fee shall be paid to City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve or maintain parks or open space in the City. This payment is made voluntarily by Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to the Quimby Act. Landowner agrees that it shall not claim credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees, as a result of paying the Park Renovation Fee required under this Section 6.4.3. If and when the City reduces or eliminates the Park Renovation Fee on a Citywide

basis (by adoption of a park tax, special sales tax or other measure), then the Park Renovation Fee under this Section 6.4.3 shall be automatically adjusted or eliminated to correspond to the new Citywide funding mechanism, provided that Landowner does not challenge or oppose the approval or implementation of the new Citywide funding mechanism.”

7. **Restatement of Section 6.4.4 Concerning the “Police Tax.”** City and Landowner agree that Section 6.4.4 of the Agreement is hereby deleted and replaced with the following:

“6.4.4 Police Tax. Landowner and City agree that the Property shall be subject to the Police Tax enacted by City Ordinance No. 38-2006 pertaining to Police Tax Zone 37. Within 180 days following the date of the City Council’s approval of the First Amendment, Landowner shall support the annexation of the Project into Community Facilities District 2013-2 (“**Police Services CFD**”), and cover Landowner’s fair share costs of the Police Services CFD annexation not to exceed Seven Thousand Dollars (\$7,000). City agrees that the new Police Services CFD will provide that on lands designated for all residential land use categories, the base year FY 2014/2015 Police Maximum Services Special Tax shall be Four Hundred Eighty Three Dollars and Thirty-Nine Cents (\$483.39) annually per residential unit or residential unit equivalent. The special tax imposed by the Police Services CFD will be payable on a parcel within the Property only after a building permit has been issued by City for the construction of a building on that particular parcel and there will be no undeveloped land tax imposed by the Police Services CFD. The new Police Services CFD shall further provide that on each July 1 commencing July 1, 2015, the Police Special Tax shall be escalated by the increase, if any, in the United States Department of Labor Consumer Price Index (“**CPI**”) for all Urban Consumers for the San Francisco-Oakland-San Jose Area. The CPI shall be used as determined by the United States Department of Labor Bureau of Labor Statistics from April to April as set forth in the Rate and Method of Apportionment for the Police Services CFD. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. If the CPI is discontinued, or revised, such other government index or computation with which it is replaced shall be used by the Police Services CFD in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised. The Police Services CFD shall specify that the Police Special Tax shall commence being payable annually following issuance of a building permit for each parcel subject to the Police Special Tax.

Within 60 days of the annexation of the Project into the Police Services CFD, the City Council will rescind City Ordinance No. 38-2006 pertaining to Police Tax Zone 37. Landowner acknowledges that no final small lot subdivision maps shall be approved by City prior to the annexation of the Project into the Police Services CFD.

Landowner agrees that it will not vote to repeal or amend the Police Special Tax being imposed in the amounts set forth above, and that any such vote by Landowner would constitute an event of default under this Agreement as amended hereby. In the event of such a default by Landowner, then in addition to all other remedies available to City, Landowner shall be obligated to pay under

this Agreement, as amended hereby, the difference between the amount of the Police Special Tax before Landowner's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above."

8. Restatement of Section 6.4.5 Concerning the "Road Maintenance Conditions." City and Landowner agree that Section 6.4.5 of the Agreement is hereby deleted and replaced with the following:

"6.4.5 Streets, Street Lighting and Landscaping Maintenance. Landowner and City agree that Landowner shall participate in or provide a funding mechanism for maintenance services for the fair share of existing and all new public improvements associated with the project including, but not limited to, streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, street lights and safety lights, public frontage, median landscape improvements, and regional trails. This may be accomplished through annexation to City's Communities Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance), or other financial mechanism as may be proposed and provided by Landowner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's public improvements. Landowner shall support the annexation of the Project into Community Facilities District 2014-2, and cover Landowner's fair share costs of the CFD annexation not to exceed Seven Thousand Dollars (\$7,000)."

9. Addition of Section 6.4.6. "Stormwater Utility Fee." City and Landowner agree to add a new Section 6.4.6 of the Agreement as follows:

"6.4.6 Stormwater Utility Fee. Landowner and City agree that Landowner shall participate in or provide a funding mechanism for maintenance services for the Project's stormwater drainage and flood protection system. This may be accomplished through annexation to City's Stormwater Utility Fee District, or other financial mechanism as may be proposed and provided by Landowner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Projects stormwater drainage and flood protection system. Landowner shall support the annexation of the Project into City's Stormwater Utility Fee District, and cover Landowner's fair share costs of the annexation not to exceed Seven Thousand Dollars (\$7,000)."

10. Addition of Section 6.4.7. "Phasing Plan." City and Landowner agree to add a new Section 6.4.7 of the Agreement as follows:

"6.4.7 Phasing Plan. Prior to approval of any final map, Landowner shall provide a large lot phasing plan addressing sequencing and full build-out of major public infrastructure throughout the Project limits. The large lot phasing plan shall show all public facilities including, but not limited to, major roadways, bike trails, sewer, water, drainage, facilities, parks, park road frontage improvements and other utilities, and will be based on City's Guiding Principles for Phasing of Transportation, Infrastructure and Utility Services, to the satisfaction of City's Public Works Department. The large lot phasing plan may be revised as needed during the development of the Project.

Prior to approval of any final small lot subdivision map for an individual phase, Landowners shall prepare and submit to City a "small lot phasing plan" that

addresses full build-out of all secondary streets and utility infrastructure. The small lot phasing plan will show the blocks of the small lot tentative map to be constructed and all roads, bike trails and other infrastructure required to serve the use of the proposed units within each block to the satisfaction of City's Public Works Department. The small lot phasing plan will also be defined by City's Guiding Principles for Phasing.

Prior to issuance of building permits (except permits for model homes) within an individual map phase, all streets and improvements shown on the small lot phasing plan, all streets necessary for access to the proposed homes, associated improvements included in the approved improvement plans, landscaping and other infrastructure as necessary for adequate public access and use shall be fully constructed and accepted to the satisfaction of City's Public Works Department.

Landowner shall have no further responsibility for improvements after meeting the improvement requirements of the applicable phase (or sub-phase). The Phasing Plan may be amended from time-to-time upon approval by the Public Works Director."

11. Addition of Section 6.4.8. "New Supplemental Traffic Impact Fee." City and Landowner agree to add a new Section 6.4.8 to the Agreement as follows:

"6.4.8 New Supplemental Traffic Impact Fee. City and Landowner agree Landowner shall pay a new supplemental traffic impact development fee to City in the amount of Five Thousand Sixty Dollars (\$5,060) for each residential lot shown on the final small lot subdivision maps for the Property (the **"Supplemental Traffic Impact Fee"**). Landowner shall pay the Supplemental Traffic Impact Fee in the following increments: (i) Eight Hundred Sixty-Five Dollars (\$865) for each residential lot at the time of recordation of a final small lot subdivision map for the residential lot; and (ii) Four Thousand One Hundred Ninety-Five Dollars (\$4,195) at the time of issuance of a building permit for a residential lot. By agreeing to pay the Supplemental Traffic Impact Fee, City agrees that Landowner and the Property will have satisfied its obligation under the Conditions of Approval and Mitigation Monitoring Reporting Program for offsite traffic improvements and shall not be made subject to constructing or funding the construction of offsite roadway improvements. The term **"offsite roadway improvements"** as used in the preceding sentence shall include Grant Line Road and associated frontage improvements. City agrees that it will apply the Supplemental Traffic Impact Fee to fund the Rancho Cordova Parkway Interchange or the costs of other roadway improvements needed to improve access to U.S. Highway 50 from the Project area. Landowner shall be entitled to fee credits against and/or reimbursements from this Supplemental Traffic Impact Fee should Landowner construct any improvements otherwise intended to be funded by such Supplemental Traffic Impact Fee. The above Supplemental Traffic Impact Fee will not be subject to increase or decrease as a result of changes in any City traffic impact fees."

12. Addition of Section 6.4.8(a). "Bicycle/Pedestrian Undercrossing." City and Landowner agree to add a new Section 6.4.8(a) of the Agreement as follows:

"6.4.8(a) Bicycle/Pedestrian Undercrossing and Reimbursement.

City and Landowner agree that Landowner shall have no obligation to construct the Undercrossing unless it is budgeted/included in each of the following City documents: (i) City's Capital Improvement Plan; (ii) City's Bicycle Master Plan; and (iii) City's Pedestrian Master Plan. To the extent the Undercrossing is included in each of these documents and City has provided Landowner with written notice of its decision to move forward with the Undercrossing prior to the issuance of the 250th building permit by City for the Project, pursuant to conditions of approval for the Small Lot Tentative Subdivision Map, attached hereto as **Exhibit 1**, Landowner shall commence construction of the Undercrossing prior to recordation of the first final small lot subdivision map within Phase 2 of the Project as shown on the large lot phasing plan as described in Section 6.4.7 herein. Additionally, City shall approve plans and specifications for the Undercrossing prior to the award of the contract for the Project. Landowner shall follow all public contracting code requirements for use of public funds. Upon approval of the plans and specifications, Landowner and City shall enter into a reimbursement agreement containing a reimbursement schedule consistent with this Section.

Once the construction contract for the Undercrossing has been executed and bonds posted for its completion pursuant to City ordinance, Landowner shall be entitled to full reimbursement in the amount of the construction cost of the Undercrossing (including all customary soft costs, the hard construction costs and permitted administrative costs) ("**Construction Cost**"). City hereby agrees to reimburse Landowner for the Construction Cost on a progress payment basis as follows: Landowner shall first invoice City upon City's approval of plans and specifications for the Undercrossing, and City shall reimburse Landowner for all customary soft costs incurred by Landowner for preparation and City approval of said plans and specifications. Thereafter, Landowner shall invoice City upon completion of twenty-five (25) percent, fifty (50) percent, seventy-five (75) percent, and one hundred (100) percent of the work under the construction contract. City shall reimburse Landowner within thirty (30) days of receipt of each invoice. Landowner hereby agrees to submit with each invoice documentation supporting the amount of the invoice, including proof of Landowner's payment in the amount thereof.

If the total Construction Cost is less than One Million Two Hundred Thousand Dollars (\$1,200,000), Landowner's payment of in lieu fees for any park dedication shortfall resulting from construction of the Undercrossing shall be included as a Construction Cost, subject to reimbursement as described in this Section, but not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000). If the total Construction Cost is equal to or greater than One Million Two Hundred Thousand Dollars (\$1,200,000), Landowner's payment of in lieu fees for any park dedication shortfall resulting from construction of the Undercrossing shall not be reimbursable."

13. Addition of Section 6.4.9. "Formation of Open Space Maintenance District."

City and Landowner agree to add a new Section 6.4.9 of the Agreement as follows:

"6.4.9 Additional Mello-Roos Maintenance Community Facilities District. At its sole discretion, City shall consider for inclusion in a Mello-Roos Community Facilities District, or other financing mechanism, the costs to maintain the

wetland preserves within the Project as finally determined by the Army Corps of Engineers in its approval of the 404 Permit for the development of the Project.”

14. Restatement of Section 10.1(i) Concerning “Formation, Consent, Waiver and Special Benefit.” City and Landowner agree that Section 10.1(i) of the Agreement is hereby deleted and replaced with the following:

“i. Provide the City assured funding for the ongoing maintenance and operation of public facilities and all Improvements required herein or in the Project Approvals, whether such facilities and Improvements are located within or outside of the boundaries of the Project, including: public roads, public alleys and associated frontage improvements such as curb, gutter and sidewalks, intersection signals, and street signs; road special features (e.g. speed bumps, textured or painted surfaces, modified crosswalks, etc.); project monument signs; City owned neighborhood greens; all public landscaping, including street frontage landscaping and road medians; streetlights within the Property and upon the Property frontages and statuary, fountains or ornamental structures.”

15. Restatement of Section 10.1(ii) Concerning “Formation, Consent, Waiver and Special Benefit.” City and Landowner agree that Section 10.1(ii) of the Agreement is hereby deleted and replaced with the following:

“ii. Cause to be established appropriate funding mechanisms, to the satisfaction of Park District, to fund the ongoing maintenance of park facilities, Park District owned neighborhood greens and improvements within the Project, and any other park improvements pursuant to the Project Approvals.”

16. Restatement of Section 20 Concerning “Transfers and Assignments.” City and Landowner agree that Section 20 of the Agreement is hereby deleted and replaced with the following:

“20. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement, as amended hereby, as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as **Exhibit 4** and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the “Landowner,” with all rights and obligations related thereto, with respect to such conveyed property.

Landowner shall also have the full right to assign or hypothecate all or any portion of its interest in any rights to fee credits and/or reimbursements as security for financing any improvements required for the Project, including, but not limited to, the Undercrossing.”

17. Violation of Park Development Agreement. Landowner agrees that City will be a third party beneficiary of the Park Development Agreement, but only if Park District consents to such third party beneficiary status in the Park Development Agreement. Provided that Park District identifies City as a third party beneficiary of the Park Development Agreement,

Landowner agrees that any violation of the Park Development Agreement may be enforced by City as a violation of this First Amendment. If for any reason City is not identified as a third party beneficiary of the Park Development Agreement, Landowner agrees to amend the Project's Development Agreement to include terms detailing Landowner's obligations regarding the design, construction, installation, and timing of park improvements.

18. Exhibits. Exhibit B "Grantline 208 Large Lot Tentative Subdivision Map", **Exhibit C** "Grantline 208 Small Lot Tentative Subdivision Map", **Exhibit D-1** "Land Use Map for the Property", **Exhibit D-2** "Land Use Table", and **Exhibit E** "Diagram of Park Land Dedication" to the Agreement are all replaced with **Exhibit 1** "Large Lot Tentative Subdivision Map" and **Exhibit 2** "Small Lot Tentative Subdivision Map" to this First Amendment. **Exhibits 1 and 2** to this First Amendment include all the categories of information previously provided in the five replaced exhibits in the Agreement.

19. Definition of Terms. All capitalized terms used in this First Amendment shall have the same definition as provided in the Agreement, except where a different definition has been supplied in this First Amendment.

20. All Other Terms in Force. Except as amended by this First Amendment, all terms and conditions of the Agreement remain in full force and effect.

21. Recording. Within ten (10) days after the Effective Date, City shall record this First Amendment with the Sacramento County Recorder's Office.

22. Counterparts. The Parties may execute this First Amendment in counterparts, each of which will be considered an original, but all of which will constitute the same instrument.

23. Entire Agreement. This First Amendment sets forth the Parties' entire understanding regarding the matters set forth above. It supersedes all prior or contemporaneous agreements, representations, and negotiations regarding those matters (whether written, oral, express, or implied) and may be modified only by another written agreement signed by all Parties. This First Amendment will control if any conflict arises between it and the Agreement.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this First Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ day of _____, 20__, and Landowner has caused this First Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: _____

Its: _____

"LANDOWNER"

ARI 208, LLC
a California limited liability company

By: _____

Name: _____

Its: _____

ATTEST:

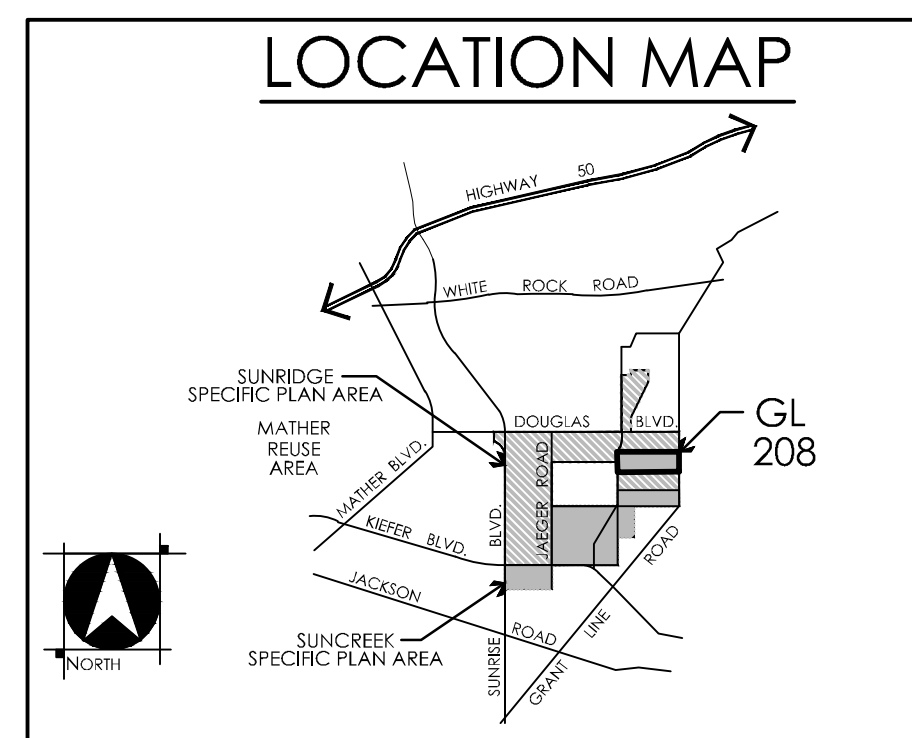
City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

EXHIBIT “1”

Large Lot Tentative Map and Land Use Summary



LARGE LOT TENTATIVE SUBDIVISION MAP

GRANTLINE 208

CITY OF RANCHO CORDOVA, CALIFORNIA
FEBRUARY 4, 2015

PROJECT NOTES

OWNER/APPLICANT
GRANTLINE INVESTORS, LLC
c/o RIVER WEST INVESTMENTS, INC.
3001 I STREET, SUITE 130
CONTACT: ANGELO CHRISTIE
PHONE: (916) 383-2500

PLANNER/ENGINEER/SURVEYOR
WOOD RODGER'S INC.
3301 'C' STREET, BLDG. 100B
SACRAMENTO, CA 95816
CONTACT: STAN METTE/JOHN HODGSON PE #49187
PHONE: (916) 341-7760

ASSESSOR'S PARCEL NUMBER
067-0040-023, 024 & 025

AREA
210.6± ACRES

EXISTING/PROPOSED GENERAL PLAN
LDR

EXISTING/PROPOSED ZONING
RD-5, RD-7, RD-10, O

NUMBER OF LARGE LOTS
16 LARGE LOTS

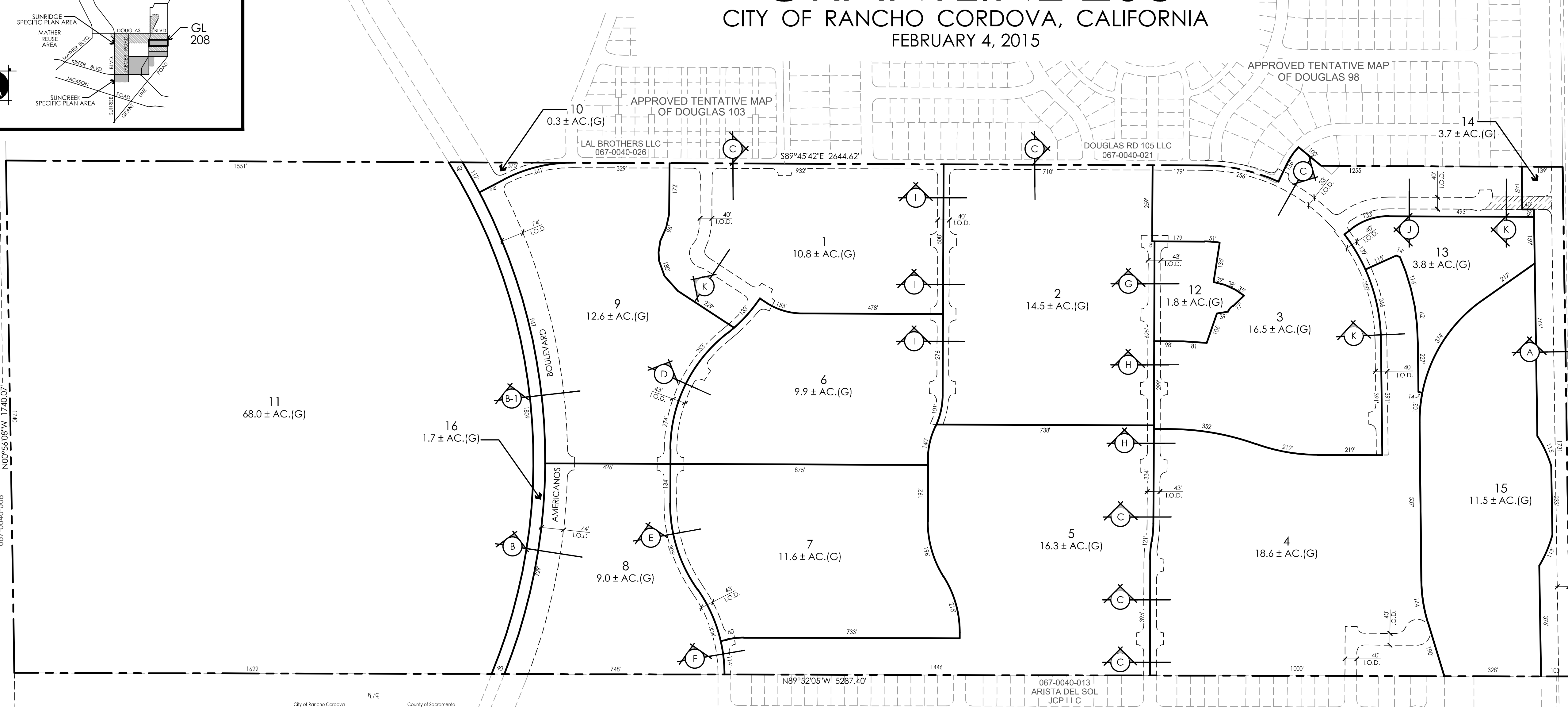
PUBLIC SERVICES & FACILITY PROVIDERS

IMPROVEMENTS:	COUNTY OF SACRAMENTO
WATER:	COUNTY OF SACRAMENTO
SEWER:	SACRAMENTO COUNTY SANITATION DISTRICT #1
DRAINAGE:	COUNTY OF SACRAMENTO
ELECTRICITY:	S.M.U.D.
GAS:	PACIFIC GAS & ELECTRIC
TELEPHONE:	SBC
SCHOOL DISTRICT:	ELK GROVE UNIFIED SCHOOL DISTRICT
FIRE DISTRICT:	SACRAMENTO METRO FIRE DISTRICT
PARK DISTRICT:	CORDOVA RECREATION & PARK DISTRICT

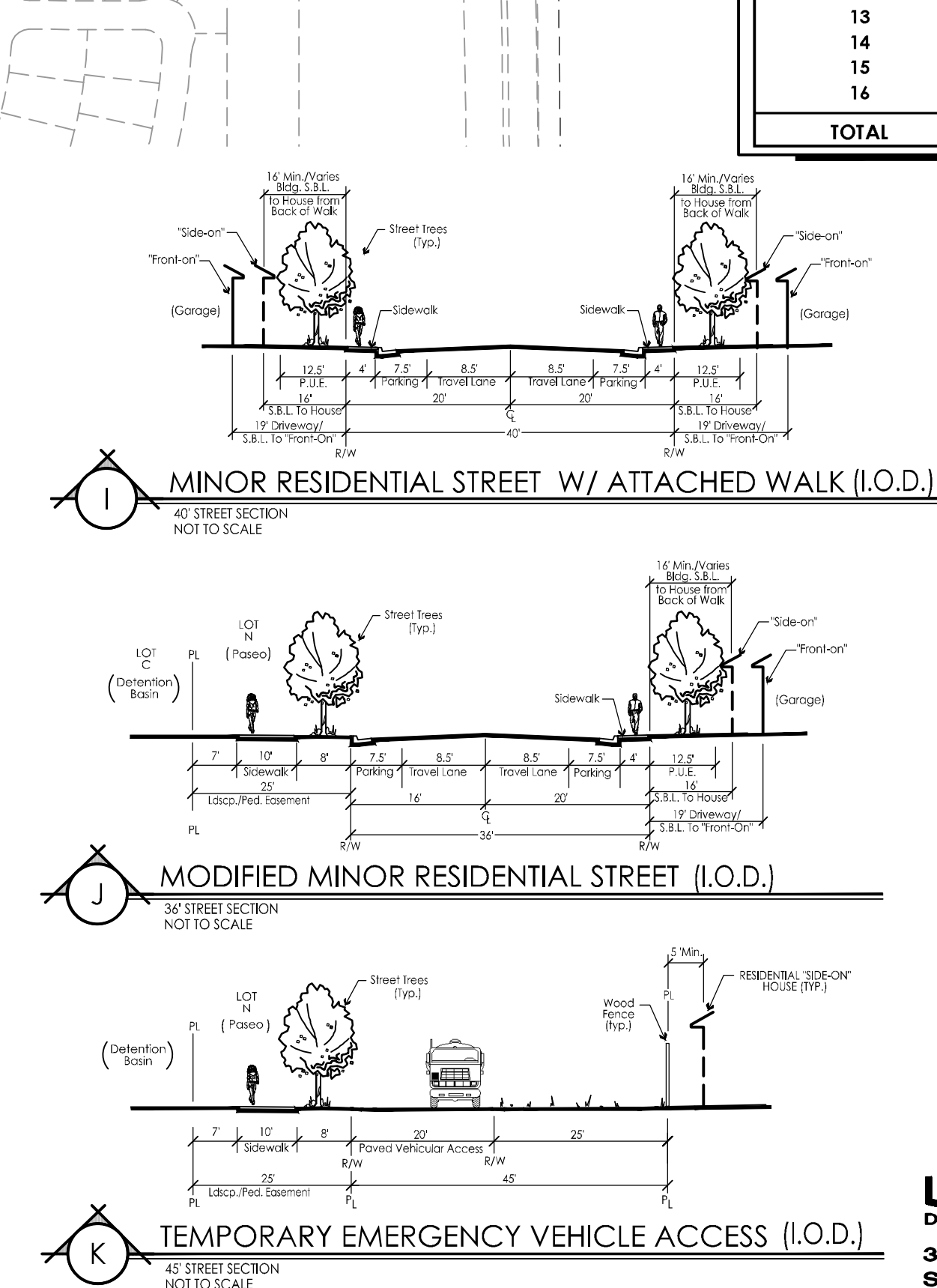
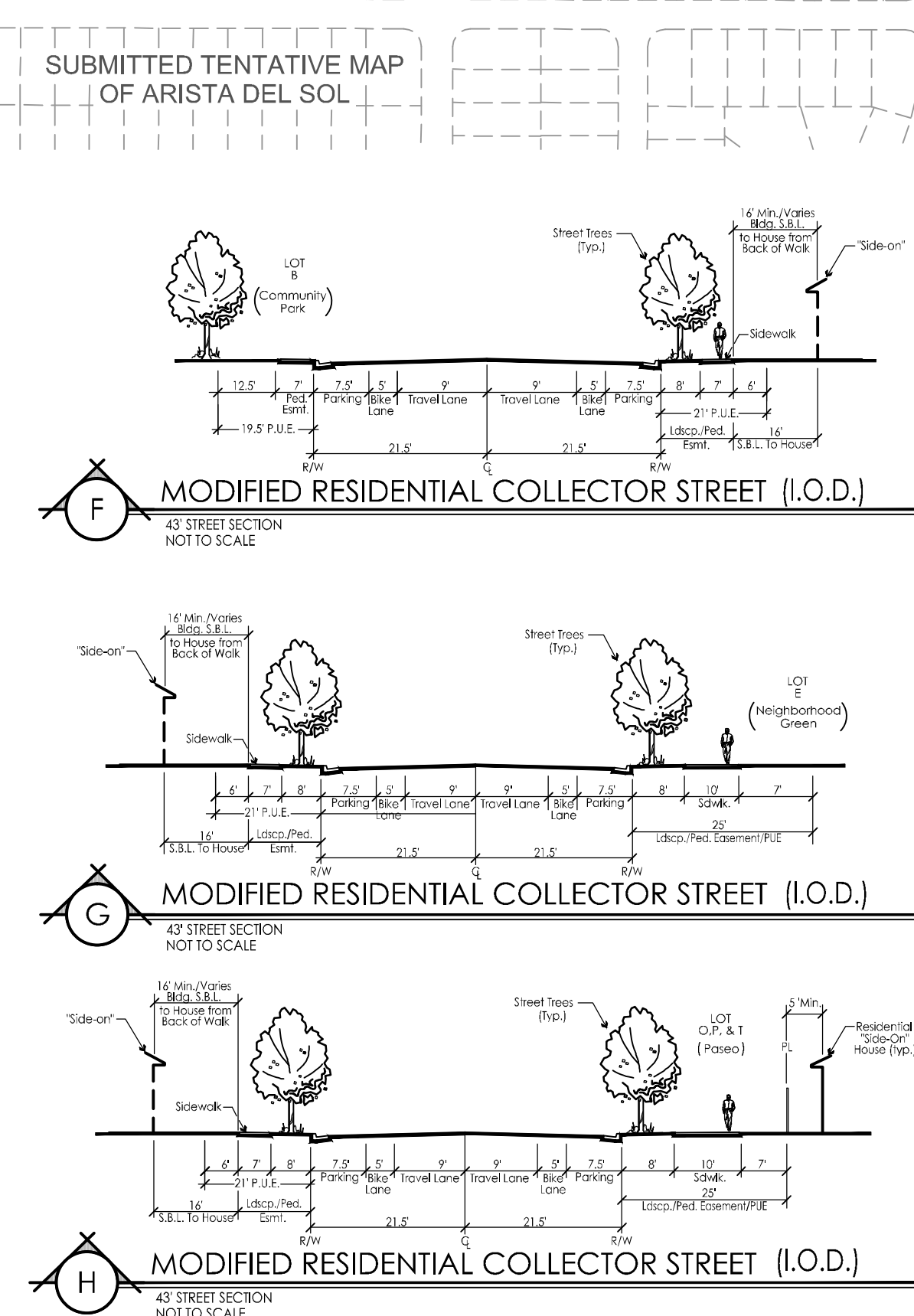
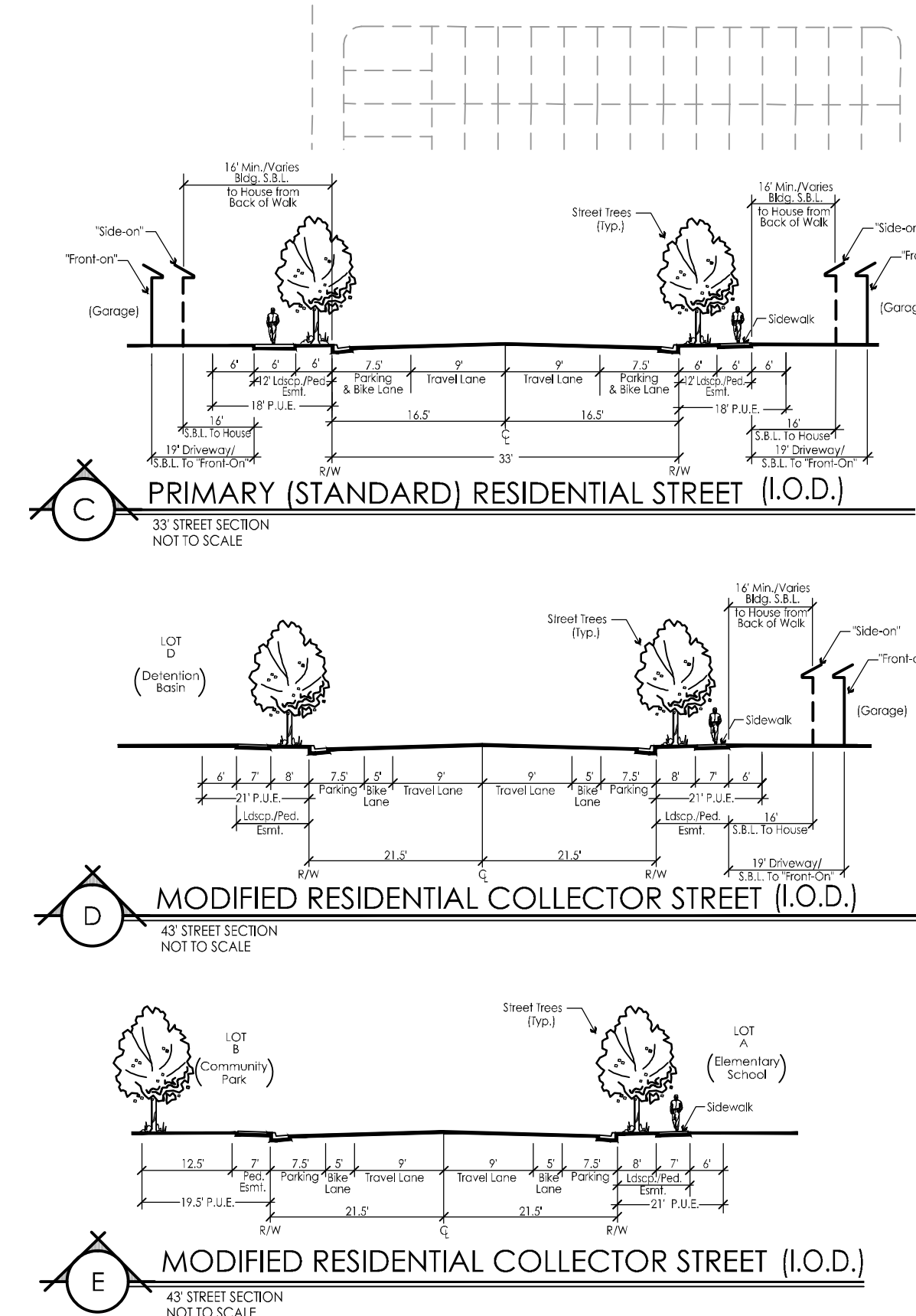
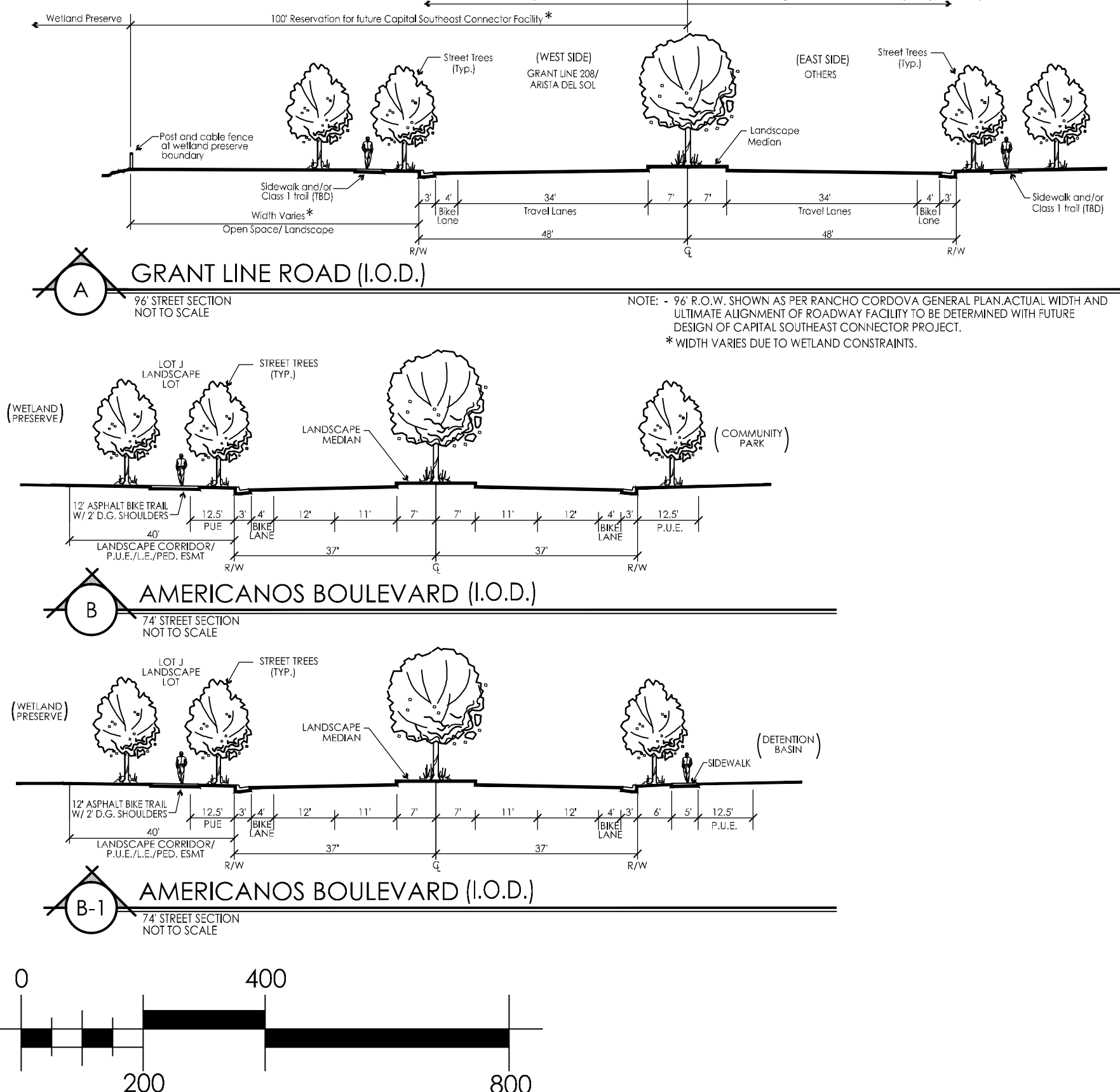
NOTE:

- SUBDIVIDER(S) RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT.
- THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
- A PUBLIC UTILITY EASEMENT WILL BE LOCATED ADJACENT TO ALL RIGHTS OF WAY AS SHOWN OR AS APPROVED BY THE CITY ENGINEER.
- LARGE LOT NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
- AERIAL TOPOGRAPHY SHOWN HEREON WAS FLOWN IN DECEMBER 2003
- THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS TO BE VERIFIED PRIOR TO FINAL MAP.
- LOT 11 ACCESS TO BE PROVIDED ACROSS LOT 16 AT A LOCATION TO BE DETERMINED.

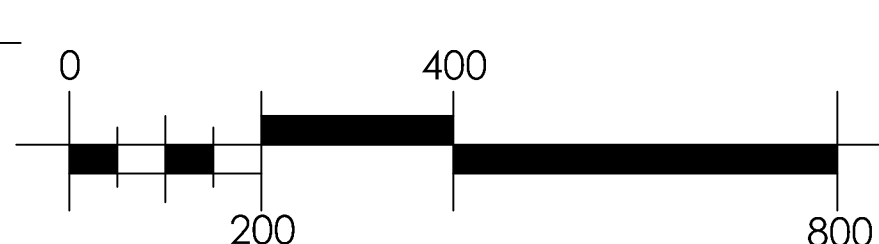
SACTO N.Y. CONSERVANCY
JAN 07-0780915
067-0040-023
N00P508W 174007
K. HOUNANIAN AT
JAN 07-0780915
067-0040-023



LAND USE SUMMARY			
VILLAGE NO.	ZONING DESIGNATION	LAND USE	GROSS ACRES±
1	RD-10	SINGLE FAMILY	10.8
2	RD-10	SINGLE FAMILY	14.5
3	RD-10	SINGLE FAMILY	14.5
4	RD-5	SINGLE FAMILY	18.6
5	RD-7	SINGLE FAMILY	16.3
6	RD-10	SINGLE FAMILY	9.9
7	RD-5	ELEMENTARY SCHOOL	11.6
8	RD-5	COMMUNITY PARK	9.0
9	RD-10	DETENTION BASIN	12.6
10	O	LANDSCAPE LOT	0.3
11	O	WETLAND PRESERVE	68.0
12	O	NEIGHBORHOOD GREEN	1.8
13	RD-10	DETENTION BASIN	3.8
14	O	GRANT LINE PARKWAY	3.7
15	O	WETLAND PRESERVE	11.5
16	O	LANDSCAPE LOT	1.7
TOTAL			210.6



AGENDA ITEM 12.3



WOOD RODGER'S
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C St, Bldg. 100-B Tel 916.341.77
Sacramento, CA 95816 Fax 916.341.77

EXHIBIT “2”

Small Lot Tentative Map and Land Use Summary

TENTATIVE SUBDIVISION MAP

GRANTLINE 208

CITY OF RANCHO CORDOVA, CALIFORNIA
FEBRUARY 4, 2015

PARK DEDICATION TABLE

PARK SUMMARY TABLE	DEDICATION REQUIREMENT	NET ACRES REQUIRED	NET ACRES PROVIDED	IN-LIEU FEE ACREAGE
COMMUNITY PARK	5 AC/1000 POPULATION (2.95 POP/HOUSEHOLD)	7.40	7.9	0.50
NEIGHBORHOOD GREEN	1 AC/1000 POPULATION (2.95 POP/HOUSEHOLD)	1.48	1.5	-0.02
TOTAL		8.88	9.4	0.49 Acres

* INCLUDES LOT B (COMMUNITY PARK) AND LOT U (UNDERCROSSING RESERVATION).

BUILDING SETBACKS AND P.U.E. NOTES

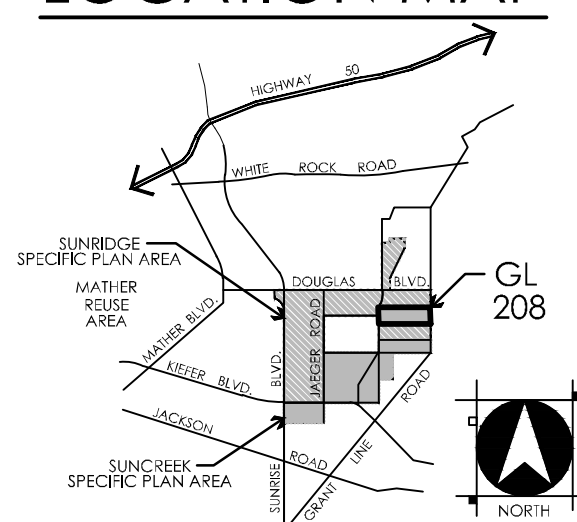
STREET FACILITY	MIN.	CATEGORY	MEASURED FROM
RESIDENTIAL COLLECTOR STREET (SECTION C)			
15'	LANDSCAPE/PEDESTRIAN ESMT.	R/W AT B.O.C.	
19'	DRIVEWAY/FRONT-LOADED GARAGE SETBACK	B.O.W.	
12.5'	PUBLIC UTILITY EASEMENT	R/W AT B.O.W.	
16'	FRONT PORCH/LIVING AREA SETBACK	B.O.W.	
16'	STREET SIDEYARD SETBACK	B.O.W.	
4'/5'	INTERIOR SIDEYARD SETBACK (MAINTAIN 9' MINIMUM BLDG. SEPERATION)	PL	

KEY:
R/W - RIGHT OF WAY
B.O.C. - BACK OF CURB
B.O.W. - BACK OF WALK
P.U.E. - PUBLIC UTILITY EASEMENT
PL - PROPERTY LINE

STREET FACILITY	MIN.	CATEGORY	MEASURED FROM
PRIMARY (STANDARD) RESIDENTIAL STREET (SECTION D)			
15'	LANDSCAPE/PEDESTRIAN ESMT.	R/W AT B.O.C.	
19'	DRIVEWAY/FRONT-LOADED GARAGE SETBACK	B.O.W.	
12.5'	PUBLIC UTILITY EASEMENT	R/W AT B.O.W.	
16'	FRONT PORCH/LIVING AREA SETBACK	B.O.W.	
16'	STREET SIDEYARD SETBACK	B.O.W.	
4'/5'	INTERIOR SIDEYARD SETBACK (MAINTAIN 9' MINIMUM BLDG. SEPERATION)	PL	

STREET FACILITY	MIN.	CATEGORY	MEASURED FROM
MINOR RESIDENTIAL STREET (SECTION D-1)			
19'	DRIVEWAY/FRONT-LOADED GARAGE SETBACK	R/W AT B.O.W.	
12.5'	PUBLIC UTILITY EASEMENT	R/W AT B.O.W.	
16'	FRONT PORCH/LIVING AREA SETBACK	R/W AT B.O.W.	
16'	STREET SIDEYARD SETBACK	R/W AT B.O.W.	
4'/5'	INTERIOR SIDEYARD SETBACK (MAINTAIN 9' MINIMUM BLDG. SEPERATION)	PL	

LOCATION MAP



PROJECT NOTES

OWNER/APPLICANT

GRANTLINE INVESTORS, LLC
C/O AKT INVESTMENTS, INC.
SACRAMENTO, CA 95826
7700 COLLEGE TOWN DRIVE, SUITE 101
CONTACT: ANGELO CHRISTIE
PHONE: (916) 383-2500

PLANNER/ENGINEER/SURVEYOR

WOOD RODGER'S INC.
3301 'C' STREET, BLDG. 100B
SACRAMENTO, CA 95816
CONTACT: STAN METTE/JOHN HODGSON PE #49187
PHONE: (916) 341-7760

ASSESSOR'S PARCEL NUMBER

067-0040-023, 024 & 025

AREA

210.66 ACRES

EXISTING/PROPOSED GENERAL PLAN

LDR

EXISTING/PROPOSED ZONING

RD-5, RD-7, RD-10, O

NUMBER OF LOTS

- 502 SINGLE FAMILY LOTS
1 ELEMENTARY SCHOOL LOT
1 COMMUNITY PARK LOT
1 NEIGHBORHOOD GREEN LOT
1 WETLAND PRESERVE LOT
2 DETENTION BASIN LOTS
1 GRANTLINE PARKWAY LOT
2 LANDSCAPE LOTS
10 PEDESTRIAN PASEO LOTS

PUBLIC SERVICES & FACILITY PROVIDERS

IMPROVEMENTS: COUNTY OF SACRAMENTO
WATER: COUNTY OF SACRAMENTO
SEWER: SACRAMENTO COUNTY SANITATION DISTRICT #1
DRAINAGE: COUNTY OF SACRAMENTO
ELECTRICITY: S.M.U.D.
GAS: PACIFIC GAS & ELECTRIC
TELEPHONE: SBC
SCHOOL DISTRICT: ELK GROVE UNIFIED SCHOOL DISTRICT
FIRE DISTRICT: SACRAMENTO METRO FIRE DISTRICT
PARK DISTRICT: CORDOVA RECREATION & PARK DISTRICT

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- THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
- A PUBLIC UTILITY EASEMENT WILL BE LOCATED ADJACENT TO ALL RIGHTS OF WAY AS SHOWN OR AS APPROVED BY THE CITY ENGINEER.
- VILLAGE (LARGE LOT) NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
- AERIAL TOPOGRAPHY SHOWN HEREON WAS FLOWN IN DECEMBER 2003
- THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS TO BE VERIFIED PRIOR TO FINAL MAP.
- ALL EXISTING EASEMENTS TO BE ABANDONED AND REDEDICATED.
- LOT G ACCESS TO BE PROVIDED ACROSS LOT J AT A LOCATION TO BE DETERMINED.

LAND USE SUMMARY

VILLAGE/LOT #	LAND USE	GROSS ACRES	* NET ACRES	DENSITY	DWELLING UNITS	ZONING DESIGNATION
1	SP RESIDENTIAL (45X105 TYP.)	10.8	10.8	4.0	45	RD-10
2	SP RESIDENTIAL (45X105 TYP.)	14.5	14.5	4.9	100	RD-10
3	SP RESIDENTIAL (45X105 TYP.)	16.5	16.5	4.2	96	RD-10
4	SP RESIDENTIAL (45X105 TYP.)	18.6	18.6	5.4	100	RD-5
5	SP RESIDENTIAL (45X105 TYP.)	16.3	16.3	6.0	80	RD-7
6	SP RESIDENTIAL (45X105 TYP.)	9.9	9.9	6.2	61	RD-10
SUBTOTAL		86.6	86.2	5.9	502	
B	ELEMENTARY SCHOOL	11.4	11.4			RD-5
C	COMMUNITY PARK	7.7	4.5			O
D	DETENTION BASIN	3.8	3.7			RD-10
E	NEIGHBORHOOD GREEN	1.8	1.5			O
F	WETLAND PRESERVE	11.5	11.5			O
G	GRANTLINE PARKWAY	2.1	2.1			O
H	LANDSCAPE LOT	0.2	0.1			O
I	LANDSCAPE LOT	1.7	1.7			O
J	PEDESTRIAN PASEO	-	2.0			VARIES
K-T	COMMUNITY PARK/ UNDERCROSSING RES.	-	0.4			O
U	AMERICANOS BLVD/GRANTLINE RD	-	4.7			VARIES
V	INTERIOR ROADS (ADJ. TO LOTS A,B,C,D,E & I)	-	4.7			VARIES
SUBTOTAL		134.0	132.4			
TOTAL		210.6	210.6		502	

*VILLAGE NET ACRES EXCLUDE PEDESTRIAN PASEOS.

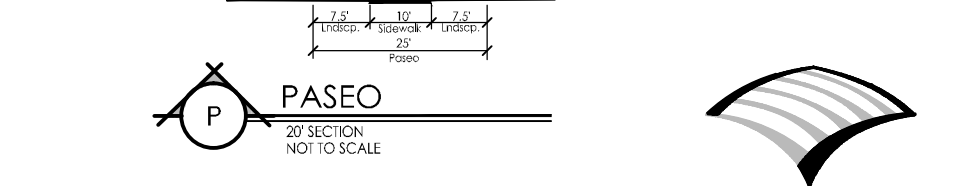
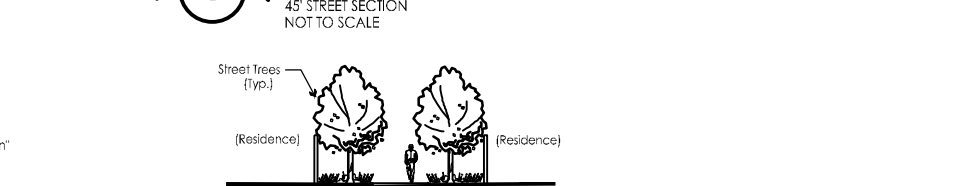
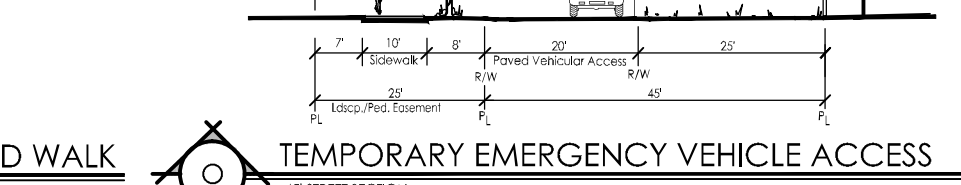
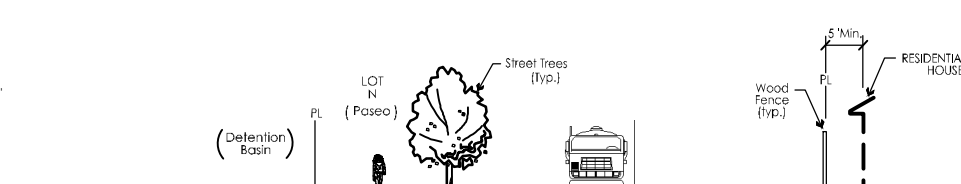
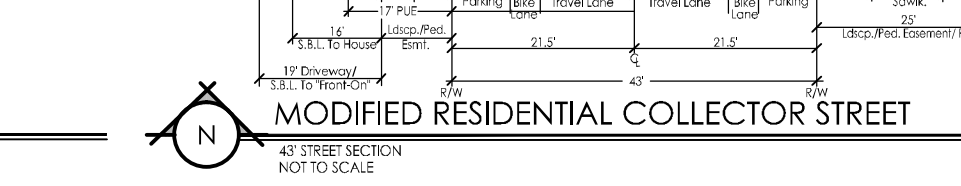
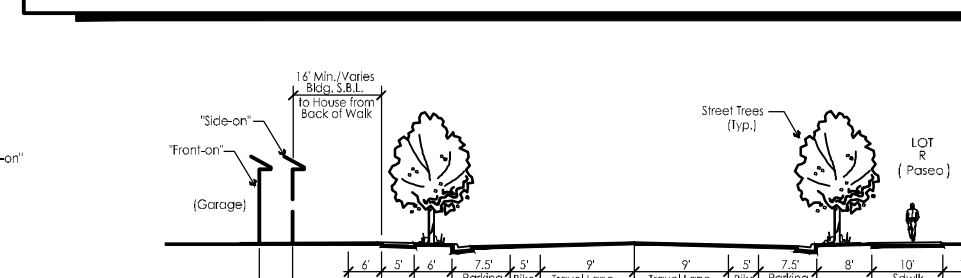
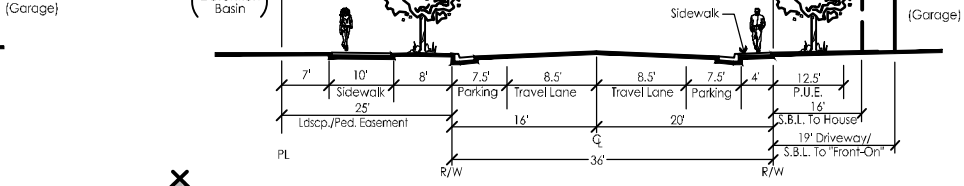
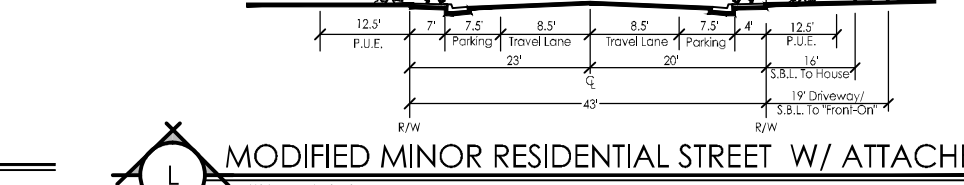
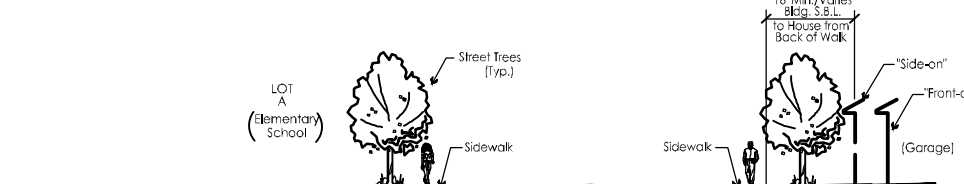
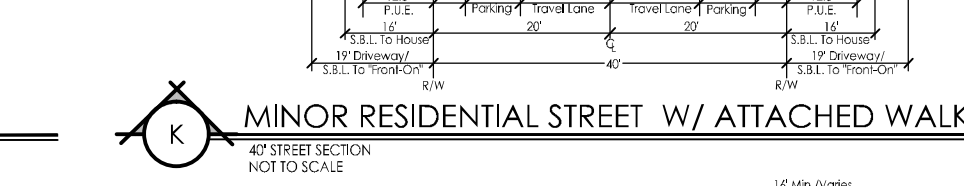
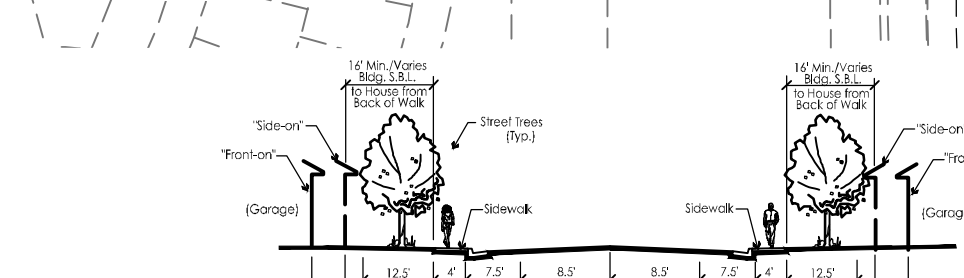
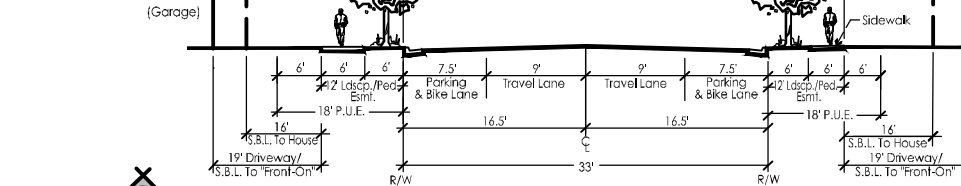
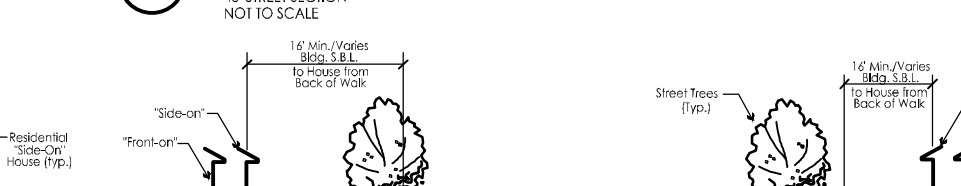
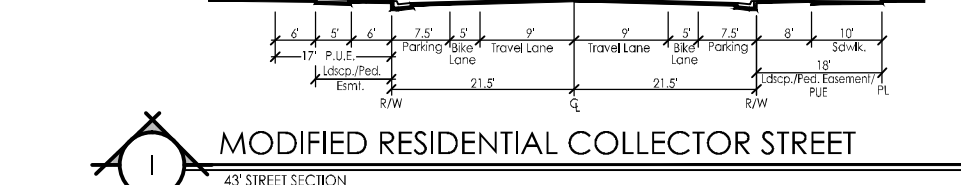
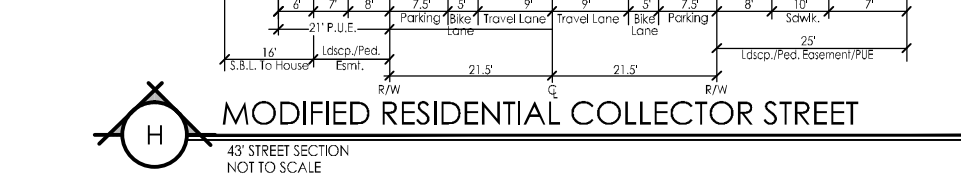
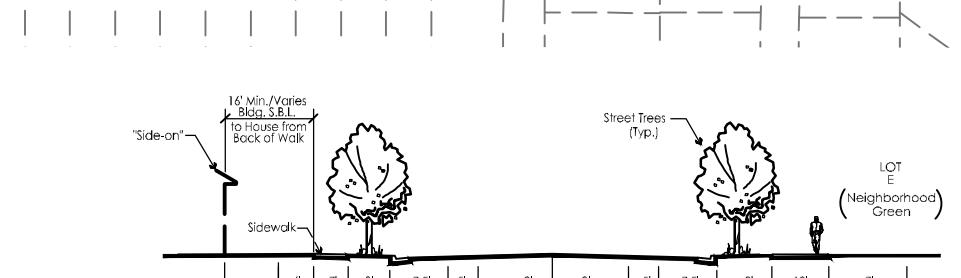
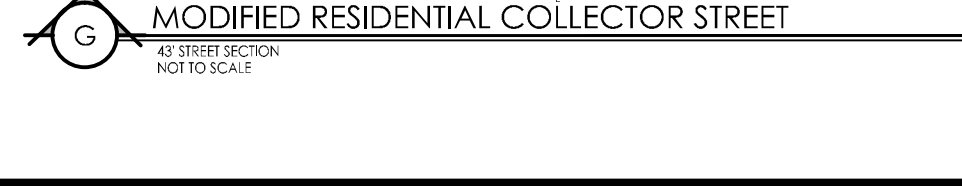
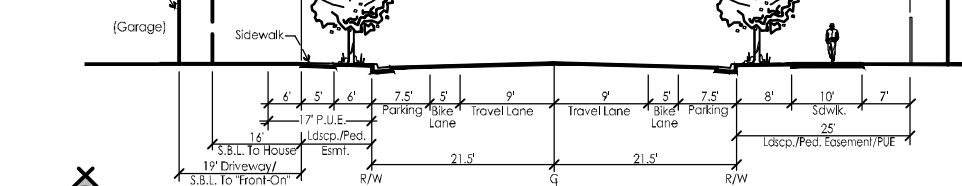
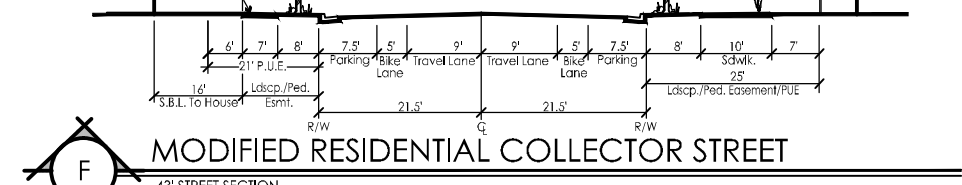
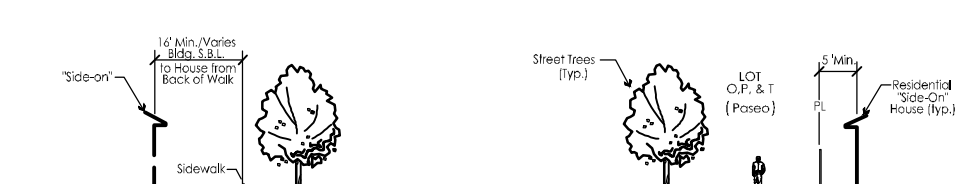
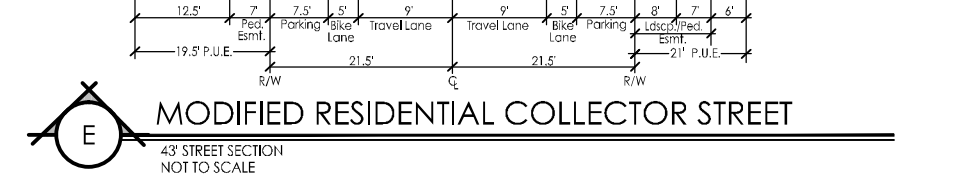
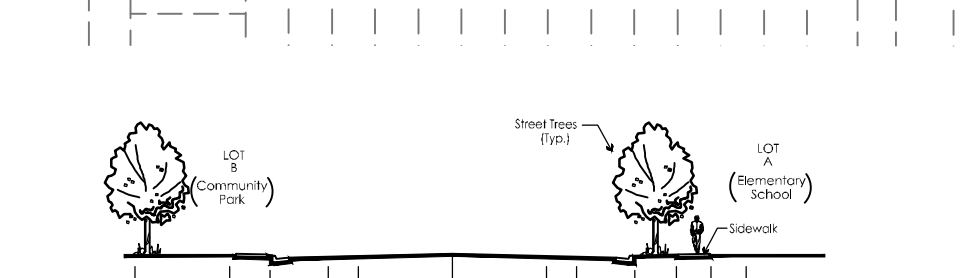
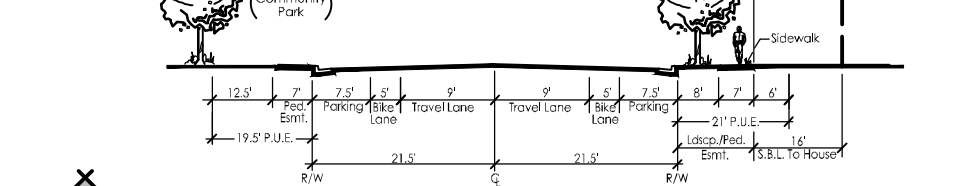
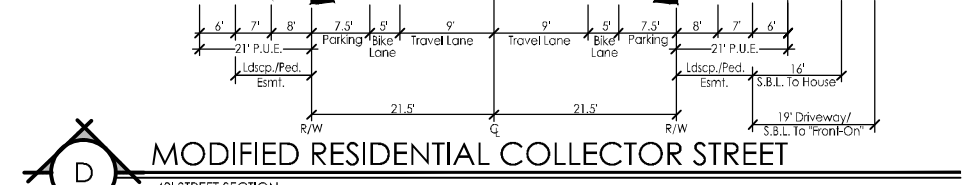
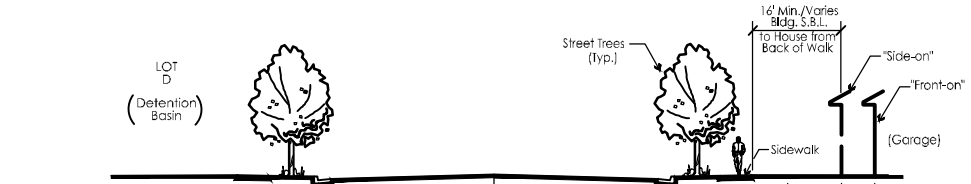
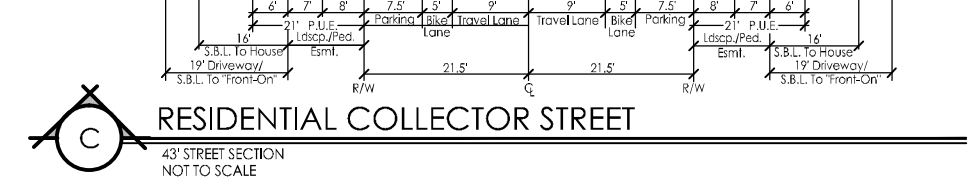
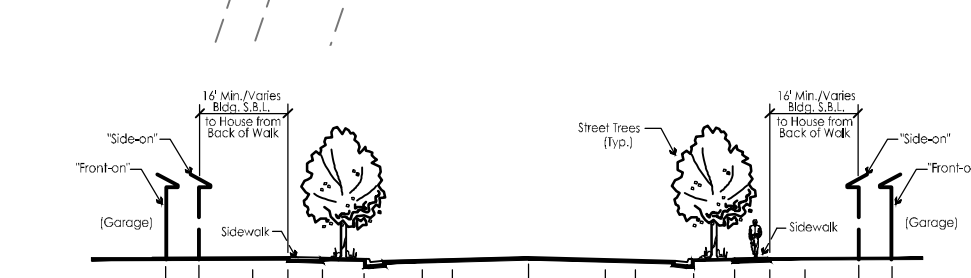
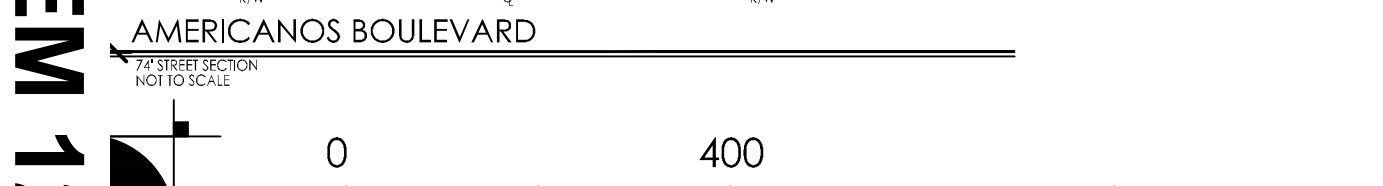
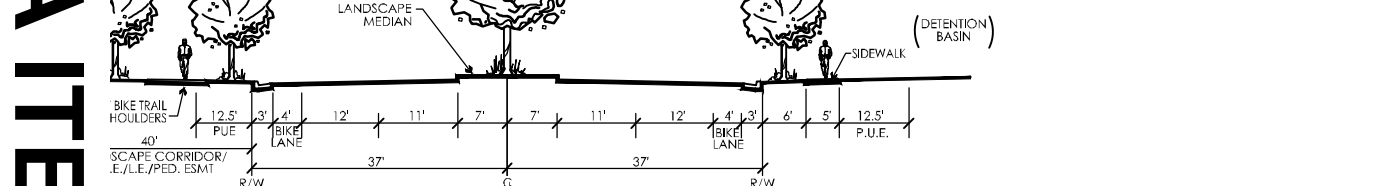
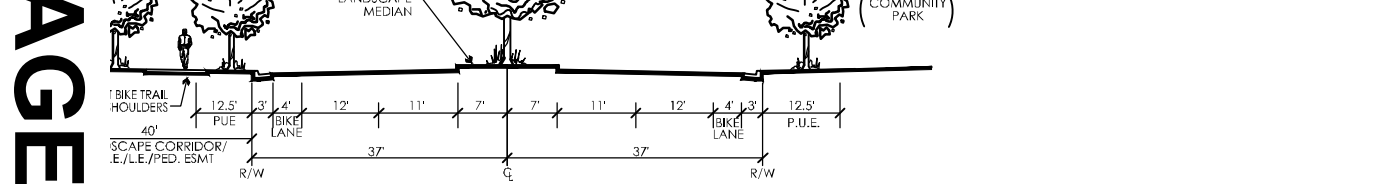
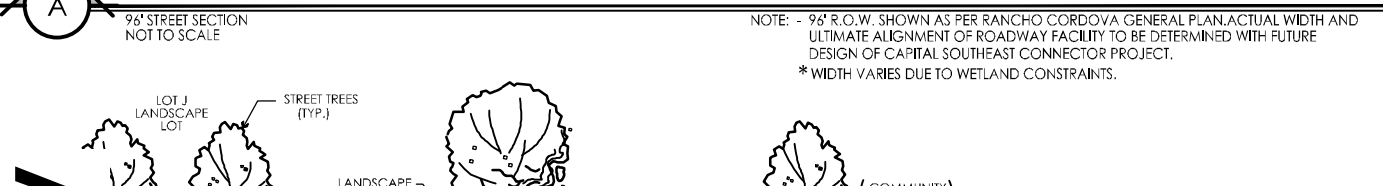
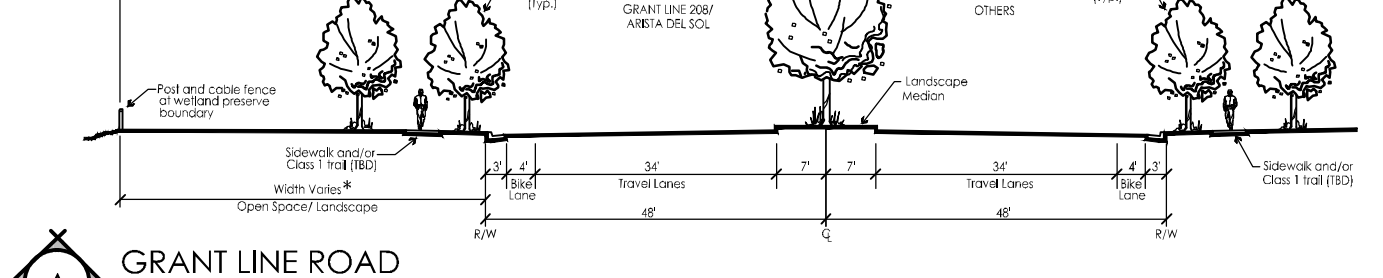
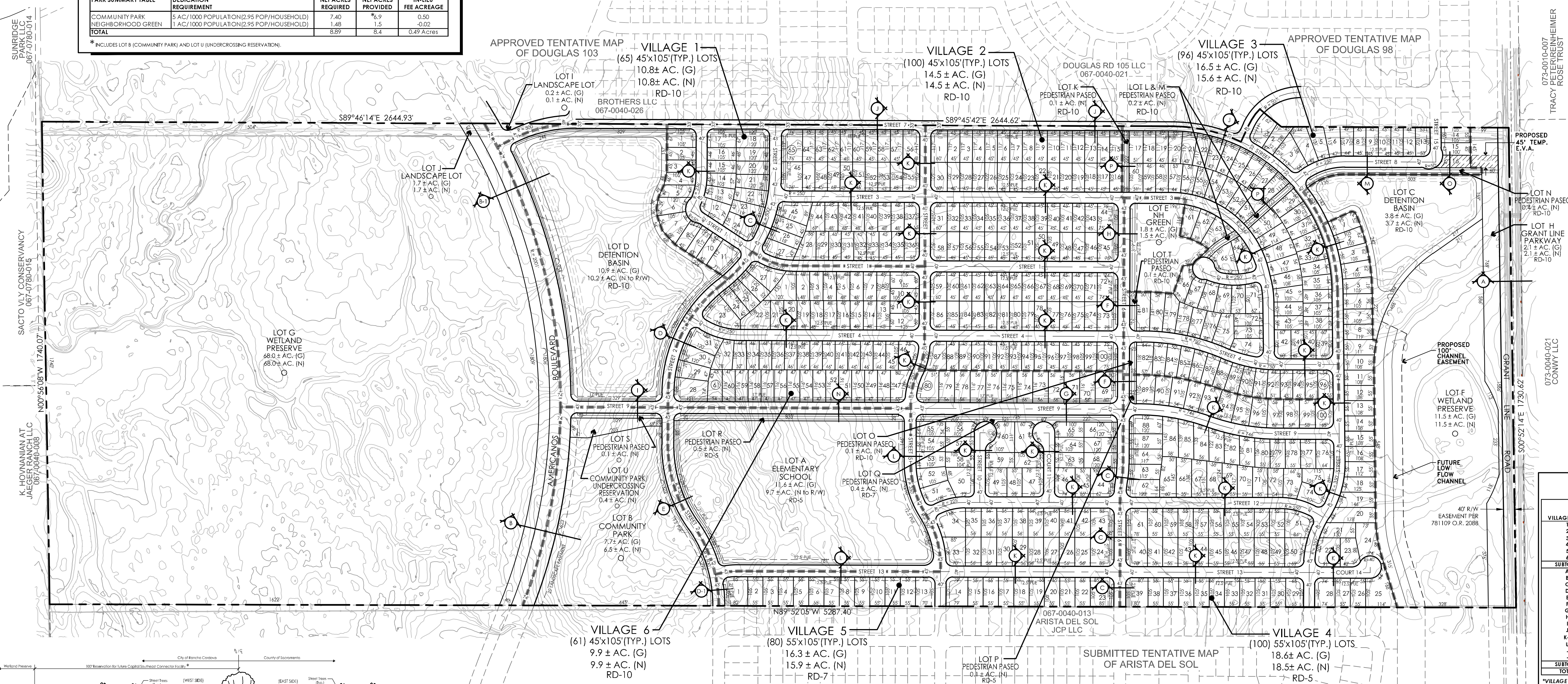


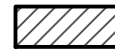
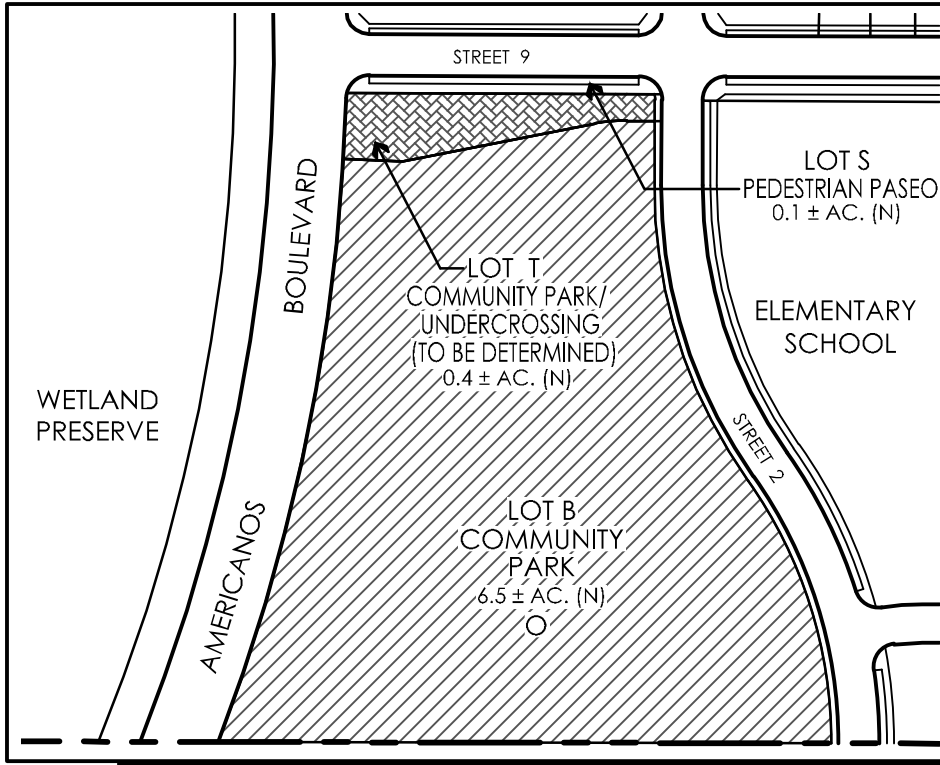
FIGURE 1

EXHIBIT 1B

PARKLAND/OPEN SPACE DEDICATION & MAINTENANCE EXHIBIT

GRANTLINE 208

CITY OF RANCHO CORDOVA, CALIFORNIA



TO BE DEDICATED TO THE CORDOVA RECREATION & PARK DISTRICT



TEMPORARY UNDERCROSSING RESERVATION (CITY TO PROVIDE WRITTEN NOTICE OF INTENT TO DEVELOPER PRIOR TO BE ISSUANCE OF BUILDING PERMIT #250.)



NEIGHBORHOOD GREEN

FEBRUARY 23, 2015

PARK SUMMARY TABLE	DEDICATION REQUIREMENT	NET ACRES REQUIRED	NET ACRES PROVIDED	IN-LIEU FEE ACREAGE
COMMUNITY PARK DEDICATION (LOT B & T)	5 AC/1000 POPULATION (2.95 POP/HOUSEHOLD)	7.40	6.90	0.50
NEIGHBORHOOD GREEN	1 AC/1000 POPULATION (2.95 POP/HOUSEHOLD)	1.48	1.50	-0.02
TOTAL		8.89	8.40	0.49 Acres

Note: Based on 502 DU. Net acreage of Community Park dedication is calculated to back of curb along Americanos Blvd and to back of walk along all other adjacent residential streets and excludes Lot S (Pedestrian Paseo).

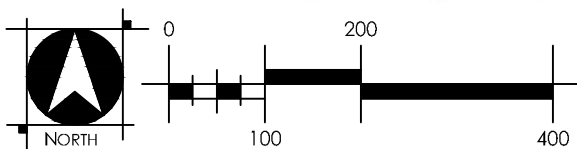
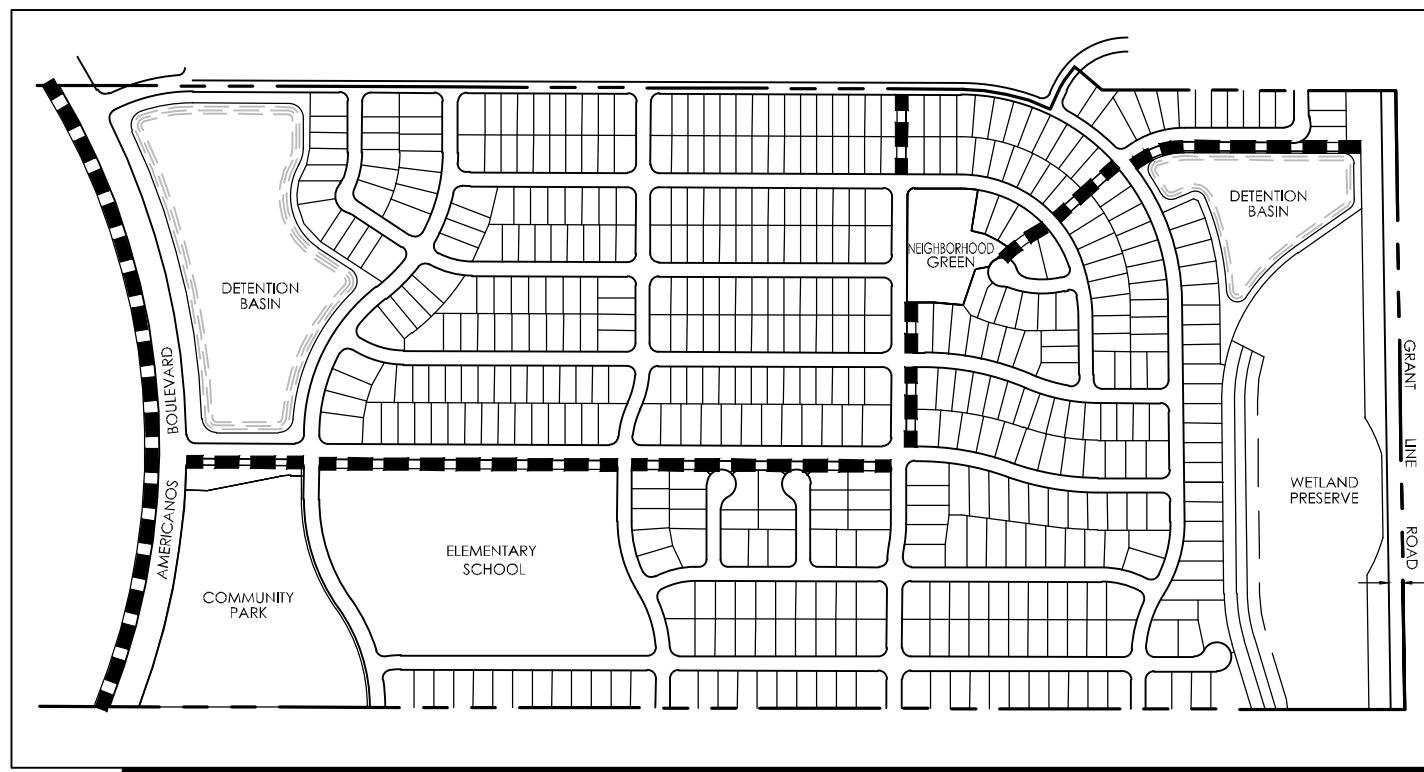


FIGURE 2
 LANDSCAPE/PEDESTRIAN PASEO LOT
 DEDICATION EXHIBIT
GRANTLINE 208
 CITY OF RANCHO CORDOVA, CALIFORNIA



LANDSCAPE/PEDESTRIAN PASEO LOTS TO BE DEDICATED TO THE
 CITY OF RANCHO CORDOVA

NOT TO SCALE



MEMORANDUM

DATE: March 16, 2015

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION AWARDING THE CONCRETE MAINTENANCE SERVICES AGREEMENT TO CALIFORNIA PAVEMENT MAINTENANCE COMPANY INC., IN THE AMOUNT NOT TO EXCEED \$350,750.**



RECOMMENDATION

Adopt Resolution No. 23-2015.

RESULT OF RECOMMENDED ACTION

Adoption of the resolution will allow the City to award a three year concrete maintenance services agreement to the lowest responsive bidder California Pavement Maintenance Company Inc., in an amount not to exceed \$350,750.

BACKGROUND

A three year Concrete Maintenance Services agreement was awarded and executed in May 2013. Early this year, Public Works terminated the contract before its expiration date due to poor performance and lack of communication by the Contractor. After the 30 day termination notice, Public Works advertised for a new concrete maintenance contract for curb, gutter, and sidewalk maintenance and repair services.

Last month, a request for bids was advertised and staff received two bids for concrete maintenance services. Staff recommends awarding a three year contract to the lowest responsive bidder, California Pavement Maintenance Company Inc., in an amount not to exceed \$350,750.

Funding for this contract will come primarily from the Gas Tax and Measure A Maintenance funds.

ATTACHMENT

Resolution No. 23-2015 including Exhibit 1 Contract 19-2015.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 23-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AWARDING A THREE YEAR CONCRETE MAINTENANCE SERVICES AGREEMENT
TO CALIFORNIA PAVEMENT MAINTENANCE COMPANY INC.**

WHEREAS, the project was advertised in The Grapevine Independent on February 6, and 13, 2015; and

WHEREAS, the bids were publicly opened on February 27, 2015 at 2729 Prospect Park Dr., Rancho Cordova 95670; and

WHEREAS, the City recommends awarding the three year Concrete Maintenance Services agreement to the lowest responsive bidder, California Pavement Maintenance Company Inc., in an amount not to exceed \$350,750; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager and/or his Designee to execute a three year maintenance services agreement with California Pavement Maintenance Company Inc., (**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 ____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

**CONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA
AND CALIFORNIA PAVEMENT MAINTENANCE COMPANY, INC. FOR CONCRETE MAINTENANCE SERVICES**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and California Pavement Maintenance Company, Inc. ("Contractor") as of April 1, 2015.

WITNESSETH:

WHEREAS, the City Council for the City heretofore caused specifications for Concrete Maintenance Services to be prepared, and therefore did approve and adopt said 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 February 6 and 13, 2015 in the Grapevine Independent ("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 work specified in said 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 work, 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 work 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 Special Provisions; 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 Specifications.

Section 2. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 19-2015, as provided for and set forth in said Specifications, or in either of them, which said 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 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 Specifications.

Section 3. COMPLETION. Agreement shall be effective from the time at which the contract is fully executed through March 31, 2018 as described in Section 2.4 of the Specifications.

Section 4. PAYMENT. Attached hereto as **Exhibit A** and by reference made a part hereof, is the bid of the Contractor. Said bid 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 work 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. Said sum shall be paid in accordance with Section 8 of the Standard Specifications. Actual payment will be

based upon the quantities as measured in the field. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials. The total contract amount is set at a not to exceed amount of \$350,750 for the three years.

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 work contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said work by Contractor, or by any subcontractor doing or contracting to do any part of said work. 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 Appendix B which is attached and made part of this agreement.

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, 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 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 PW Division Manager of O&M ("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:

Bruce Taylor, Vice President
California Pavement Maintenance Company, Inc.
9390 Elder Creek Rd.
Sacramento, CA 95829

Any written notice to City shall be sent to:

PW Division Manager of O&M
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

10.4 IRS Forms. Contractor shall complete and submit Internal Revenue Service Form W-9 and Form 590 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:

Brian Nakamura, City Manager

Bruce Taylor, Vice President

Date

Date

Attest:

Mindy Cuppy, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

SECTION 2

SCOPE OF SERVICES

2.1 WORK GUIDANCE

All work to be done by any Bidder selected to perform the work outlined in this RFB shall be guided by the County of Sacramento, Municipal Services Agency Standard Construction Specifications, adopted January 2008, and this RFB, herein referred to as Special Provisions. Copies of the Standard Construction Specifications may be obtained from the Municipal Services Agency, Land Division and Site Improvement Review, located in the County Administration Building, 827 Seventh Street, Room 105, Sacramento, California, 95814.

A complete, preliminary copy of the City's contract for Concrete Maintenance Services is attached to this RFB as Appendix A. The contract shall bind selected bidder to perform work in accordance with this RFB.

2.2 DESCRIPTION OF WORK STANDARDS

All Bidders accept, and confirm by submission of a signed bid in response to this RFB, that work to be performed by the selected Contractor is comprised of general concrete maintenance including curb/gutter and sidewalk replacement, sidewalk grinding, sawcutting, tree root removal, root barrier installation, and ADA ramp installation and in areas owned by the City of Rancho Cordova, as further designated in this RFB.

City requires the selected Bidder to meet the following minimum standards:

Workmanship: All materials and workmanship shall be of a quality that is equal or superior to any similar work considered by concrete maintenance contractors to be best practice. All work completed by selected Contractor shall be subject to inspection prior to payment being authorized. All work shall be conducted in a manner that least interferes with operation and public usage of the streets and sidewalks.

Safety: All services, supplies and equipment must comply with the California Safety Division of Industrial Safety Orders and O.S.H.A. The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Regulations. **The Contractor's employees shall wear O.S.H.A. approved safety vests at all times during contract work.**

Hazards and Vandalism: Any hazards or acts of vandalism shall be reported immediately to the Contract Manager and then followed up in writing. Hazards shall be remedied by the Contractor after approval is obtained from the Contract Manager. Hazards which create life-threatening situations or potential for bodily harm shall be remedied immediately by the Contractor.

Response: Selected Contractor will be required to be able to respond to any location with no more than two hours (120 minutes) delay in response time. A communications system shall be in place which provides the City ability to contact the Contractor in an emergency twenty-four (24) hours a day, seven days a week. Failure to adequately respond can result in immediate termination of the remainder of the contract.

City Policy: Selected Contractor shall be aware of, and shall comply with, City ordinances governing concrete maintenance work and traffic control regulations during work, as applicable to individual locations being maintained.

Equipment: Selected Contractor must furnish all tools, and equipment needed to provide a high level of workmanship, to ensure continuous and safe operation, and complete work in accordance with the current City and standard specifications. City may require demonstration of equipment during selection process of this RFB, as outlined in **Section 5, Bidder Experience and Operations Plan.**

2.3 COMMENCEMENT OF WORK

Bidders acknowledge that submittal of bid does not constitute any acceptance of work by City. Additionally, the receipt of award of contract to any Bidder shall not constitute any authority to enter upon sites for work. Work shall commence only upon formal execution of a contract and work orders from the City.

The City seeks to make selection of a Contractor and execute a contract for Concrete Maintenance Services by April 1, 2015. Bidders acknowledge that they are prepared to execute a contract and begin prosecuting work within this time. Any bidder unable to meet this timeframe shall not be considered for award.

In the event the selected Contractor fails to adequately perform maintenance services to standards identified in this RFB, as appended to the executed contract, the City reserves the right to remove work from the contract. Additionally, the City reserves the right to enter into additional contracts for Concrete Maintenance Services should the selected Contractor not meet City standards.

2.4 TERM OF AGREEMENT

Any Contract resulting from subject Bid is expected to be a three (3) year contract starting from the time at which the Contract is fully executed.

If mutually agreeable to both parties, any resultant Contract may be extended for an additional one (1) year term. However, in no case shall the contract be extended more than two (2) additional years. Unit prices will be adjusted according with Engineering News & Records Cost Materials Index or mutually agreed upon increase.

Failure of the Contractor to diligently prosecute the work as defined herein will be considered as grounds for termination of the contract.

Failure to provide an adequate working force shall be considered as grounds for the termination of the contract.

This Agreement may be terminated by the City upon thirty (30) calendar days prior written notice addressed to the last known address of the Contractor. In the event of such termination, the Contractor shall be paid for all work, which has been completed up to the effective date of such termination.

2.5 SUBCONTRACTORS

Bidders requiring the provision of additional services from subcontractors acknowledge that all proposed subcontractors shall adhere to the same standards of work as described in this RFB. Bidders further acknowledge that the selected Contractor shall be required to perform, with the Contractor's own organization and employees, not less than fifty percent (50%) of the value of all work conducted under executed contract.

Any Bidder submitting bids for work that includes the use of subcontractors shall additionally submit a filled out **Section 5.4, Designation of Subcontractors**.

2.6 ADDITIONAL CONTRACT PROVISION

Further special provisions guiding the execution of a contract for Concrete Maintenance Services are fully described in Appendix C, Additional Contract Provisions. The additional provisions as described in Appendix C include items such as Prevailing Wage, Payroll Records, Traffic Management, Regulations of Work, Payment, and other additional special provisions. Bidders' attention is directed to review of these Additional Contract Provisions as they will be made part of the contract to be executed by the selected Contractor.

SECTION 3
BID SUBMITTAL CHECKLIST

Each submitted bid shall include a completed (and signed where required) copy of each of the following checklist items. Any submitted bid that fails to include any of the following may be deemed inadequate by the City of Rancho Cordova, and may be grounds for dismissal of submittal at the City's sole discretion.

In addition to each item below, please include this sheet.

- ☒ Cost Certification Form (Section 4.1)
- ☒ Bid Schedule (Section 4.2)
- ☒ Experience and Qualifications (Section 5.2)
- ☒ Employee/Staff Experience & Qualifications (Section 5.3)
- ☒ Designation of Subcontractors (Section 5.4)
- ☒ Operations Plan (Section 5.5)
- ☒ Exceptions (Section 6.1)
- ☒ Guarantee Requirements (Section 6.2)
- ☒ Non-Collusion Affidavit (Section 6.3)
- ☒ Signature Certification Page (Section 6.4)

SECTION 4
BASE BID SCHEDULE

4.1 COST CERTIFICATION FORM *(Required submittal form)*

The undersigned Authorized Signature certifies as follows:

All work for which this bid is submitted is for Concrete Maintenance Services in accordance with all special provisions (including the payment of not less than the minimum wage rates set forth therein) and contract annexed hereto, and also in accordance with all Federal, State & local regulations as detailed in this Request for Bids.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that the bidder has carefully examined the location of the proposed work, the attached proposed form of contract, and documents herein referenced; and that the bidder agrees if this bid is accepted, that he/she will contract with the City of Rancho Cordova, in the form of the copy of the contract attached hereto, to provide all necessary machinery, tools, apparatus and other necessary means, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Public Works Director as therein set forth, and that the bidder will take in full payment therefore the following amount to wit:

BASE BID GRAND TOTAL \$350,750*(List total Base Bid Grand Total from Bid Schedule – bottom line)*

CALIFORNIA PAVEMENT
MAINTENANCE COMPANY, INC.

Company Name:

Primary Contact:

BRUCE TAYLOR Title: VICE PRESIDENT

Business Address:

**9390 ELDER CREEK RD.
SACRAMENTO, CA 95829**

City, State, Zip:

Telephone No.:

916-381-8033 Fax No: 916-381-3703

Email Address:

btaylor@cpmamerica.com

Website Address:

www.cpmamerica.com

Authorized Signature:



4.2 BID SCHEDULE *(Required submittal form)*

Maintenance Type	3 Year Estimated Quantity	Unit Price	Total Amount
1. Remove & Replace PCC Sidewalk (4" Thick)	2,000 SF	\$ 68-	\$ 136,000-
2. Remove & Replace PCC Sidewalk (6" Thick)	500 SF	\$ 7.50	\$ 3,750-
3. Remove & Replace Curb Access Ramp	500 SF	\$ 64-	\$ 32,000-
4. Remove & Replace Type 1A PCC Curb & Gutter	2,000 LF	\$ 11-	\$ 22,000-
5. Remove & Replace Type 2 PCC Curb & Gutter	2,000 LF	\$ 11-	\$ 22,000-
6. Remove & Replace Type 3 PCC Curb & Gutter	1,000 LF	\$ 7-	\$ 7,000-
7. Remove & Replace Type 4A PCC Curb & Gutter	500 LF	\$ 7-	\$ 3,500-
8. AC Repair Adjacent to Curb/Ramps	6,000 SF	\$ 10-	\$ 60,000-
9. Tree Root Trim & Barrier Placement	300 LF	\$ 15-	\$ 4,500
10. Sidewalk Grinding	500 LF	\$ 60-	\$ 30,000-
11. Sidewalk Cutting	500 IN-FT	\$ 60-	\$ 30,000-
Grand Total			\$ 350,750-

The three year estimated quantities shown are given to provide bidders with an indication of potential work and the order of magnitude and scope of work. The actual amount of work done under this contract may differ from the quantities shown. The City of Rancho Cordova does not expressly, or by implication, agree that the actual amount of work will correspond therewith, but reserve the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as directed by the City.

Labor and Equipment Rates

The following hourly rate and equipment rates shall apply to all work not covered under the unit prices included in the Bid Schedule. Hourly rates and equipment rates shall include all costs to supply the necessary labor and equipment including, but not limited to, overhead and profit.

Labor	Extra Work	Emergency Response
Forman	\$ <u>96.50</u>	\$ <u>144.45</u>
Equipment Operator	\$ <u>94.50</u>	\$ <u>141.75</u>
Truck Driver	\$ <u>86.75</u>	\$ <u>130.00</u>
Laborer	\$ <u>78</u>	\$ <u>115.50</u>
Flagman	\$ <u>78</u>	\$ <u>115.50</u>
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____

Equipment		
Pick Up	\$ <u>400 25</u>	\$ <u>125 35</u>
Dump Truck	\$ <u>100</u>	\$ <u>125</u>
Sign Truck	\$ <u>50</u>	\$ <u>75</u>
Skid-Steer	\$ <u>65</u>	\$ <u>85</u>
Skip Loader	\$ <u>85</u>	\$ <u>95</u>
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____

SECTION 5

BIDDER EXPERIENCE AND OPERATIONS PLAN

5.1 BIDDER EXPERIENCE AND OPERATIONS PLAN OVERVIEW

Each Contractor submitting a bid shall clearly detail, on the forms provided in this Section 5, each of the following:

Firm Experience and Qualifications: Bidder shall detail their firms experience as necessary to demonstrate satisfactory compliance with the minimum qualification requirements as listed in **Section 1.4**. Additionally, firm experience and qualifications will be used by the City as a basis for evaluation when determining the most qualified Bidders, as further detailed in **Section 5.2**.

Employee/Personnel Experience and Qualifications: Bidder shall list the names and experience/qualifications of any employees who would be responsible for undertaking the Maintenance Task Items should a contract be provided. Employee experience and qualifications will be used by the City as a basis for evaluation when determining the most qualified Bidders, as further detailed in **Section 5.3**.

Operations Plan Details: Bidder shall detail an inventory of equipment, location of any equipment and materials storage facilities, and customer service processes and call center location (if applicable). The Operations Plan Details submitted will be used by the City as a basis for evaluation when determining the most qualified Bidders, as further detailed in **Section 5.5**.

5.2 FIRM EXPERIENCE AND QUALIFICATIONS (Required submittal form)Contractor's License Class A, C-12 and License Number 374514.

The bidder has been engaged in the contracting business, under the present business name for 34 years. Experience in work of a nature similar to that covered in the bid extends over a period of 34 years.

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows: Not Applicable

Please provide written explanation on a separate sheet(s).

The following contracts related to the proposed Concrete Maintenance Services are currently active or have been satisfactorily completed in the last five (5) years. Please provide a contact name and person of reference for each of the contracts listed.

Contract Year(s)	Type of Work Performed	Contract Amount	Client/Agency Name	Contact Name /Title Phone Number

5.3 EMPLOYEE/STAFF EXPERIENCE AND QUALIFICATIONS (Required submittal form)

Employee/Staff Name	Title & Position	Years w/ Firm	Years Experience in Trade	Specialized Certifications
BRUCE TAYLOR	VICE PRESIDENT	13	13	CASP, OSHA, CA CONT. LIC - "A"
MATTHEW SWIFT	Safety Officer	6	18	OSHA 10 ^h , 30 ^h HR
COREY KILROY	OPERATIONS MANAGER	9	16	OSHA CPR
SALVADOR CARDENAS	FOREMAN	1	16	

Use additional sheets of paper as necessary for additional references or employees.

Municipal References

Project Name: Street Maintenance Services, Contract 47-2013

Location: Various locations/streets throughout the City

Owner: City of Rancho Cordova, CA

Owner Contact & Phone #: John Samuelson - (916) 851-8716

Architect or Engineer: N/A

Contact & Phone #: N/A

Construction Manager: City of Rancho Cordova Streets Operations and
Maintenance Manager

Contact & Phone #: John Samuelson - (916) 851-8716

Description of Project, Scope of Work Performed: Removal and replacement of
failed asphalt on various streets with the City

Total Value of Construction (Including Change Orders): \$5,206,610.00

Original Scheduled Completion Date: December 2015

Time Extensions Granted (Number of Days): N/A

Actual Date of Completion: Ongoing 3 year maintenance contract

Percentage of Work Completed with Own Force: 100%

Municipal References

Project Name: Hayward High School ADA Compliant Path to Modular Buildings

Location: 1633 East Avenue, Hayward, CA 94541

Owner: Hayward Unified School District

Owner Contact & Phone #: Billy Martin (510) 784-2600

Architect or Engineer: N/A - California Pavement Maintenance Design

Contact & Phone #: N/A

Construction Manager: School District Field Superintendent

Contact & Phone #: Billy Martin (510) 784-2600

Description of Project, Scope of Work Performed: ADA compliant path of Travel to the modular buildings. Demo, grading and paving

Total Value of Construction (Including Change Orders): \$61,490.00

Original Scheduled Completion Date: 8/16/2013

Time Extensions Granted (Number of Days): N/A

Actual Date of Completion: 8/16/2013

Municipal References

Project Name: Tom Hawkins School Hard Court Asphalt Repair

Location: 475 Darlene Lane, Tracy, CA 95377

Owner: Jefferson School District

Owner Contact & Phone #: Mindy Maxedon (209) 836-2766

Architect or Engineer: SKW & Associates

Contact & Phone #: David Stark (209) 523-8323

Construction Manager: RGM Associates

Contact & Phone #: Anthony Continente (209) 466-4107

Description of Project, Scope of Work Performed: Hard Court Repairs. Concrete, asphalt, sealcoat, striping and basketball hoops.

Total Value of Construction (Including Change Orders): \$91,313.00

Original Scheduled Completion Date: 8/13/2013

Time Extensions Granted (Number of Days): N/A

Actual Date of Completion: 8/13/2013

Municipal References

Project Name: North Country and Oak Hill Schools Parking Lots Paving Repair
Project #13-07

Location: Antelope, CA

Owner: Center Joint Unified School District

Owner Contact & Phone #: Carol Surryhne (916) 338-6337

Architect or Engineer: Warren Consulting Engineers

Contact & Phone #: Tom Fossbender (916) 985-1870

Construction Manager: Warren Consulting Engineers

Contact & Phone #: Tom Fossbender (916) 985-1870

Description of Project, Scope of Work Performed: ADA Improvements and paving.
Concrete, asphalt paving, striping and signage

Total Value of Construction (Including Change Orders): \$187,958.00

Original Scheduled Completion Date: 7/20/2013

Time Extensions Granted (Number of Days): N/A

Actual Date of Completion: 7/20/2013

5.4 DESIGNATION OF SUBCONTRACTORS *(Required submittal form)*

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the Services to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law. Subcontractors shall provide all required licensing documentation.

SUBCONTRACTOR (Name & Location)	% OF WORK	ESTIMATED ANNUAL DOLLAR AMOUNT	WORK TO BE PERFORMED BY SUBCONTRACTOR
NONE			

5.5 OPERATIONS PLAN (Required submittal forms)

Equipment Inventory: Please provide a list of all equipment that will be utilized in the performance of this contract.

Quantity	Name, Type and Capacity	Model Year and Condition	Location
	SEE ATTACHMENT		

Customer Service Call Center: Please list the address of the Customer Service center where calls will be received for this Contract:

Street address 9390 ELDER CREEK RD.
SACRAMENTO, CA 95829

City, State, Zip Code

916-381-8033 - BRUCE TAYLOR
Phone Number

Will Customer Service representatives be available during normal business hours to answer calls? Y / N (circle one)

Emergency Response Plan: Please describe the emergency response plan for this contract. The plan should include who will be contacted, what number they will be contacted at, and where they will be responding from.

BRUCE TAYLOR WILL BE CONTACTED BY PERSONAL PHONE
WHERE HE WILL RESPOND AND TAKE NECESSARY ACTION OR DISPATCH ADDITIONAL
CREWS FROM GOLD RIVER AREA.

List the 24-hour emergency number if available 916-997-5087 CELL

Vehicle List

<i>ID</i>	<i>Manufacturer</i>	<i>Type</i>	<i>Description</i>	<i>Year</i>	<i>Serial #</i>	<i>License</i>	<i>Exp. Date</i>	<i>Coverage</i>	<i>Crew</i>
014	Chevrolet	Sac Shop	Flatbed 1 Ton	1995	524885	5C18498	6/30/2015	Full	Sac Shop
015	Chevrolet	Admin	Pickup	2013	232581	67745H1	12/31/2013	Full	Asphalt
016	Chevrolet	Admin	Pickup	2014	107916	10985K1	6/30/2015	Full	Sac Office
017	Chevrolet	Admin	Pickup	2014	107917	10982K1	6/30/2015	Full	Sac Office
020	Chevrolet	Admin-Sales	Pickup 1/2 Ton	2014	333449	82554P1	6/30/2015	Full	Sac Office
034	Chevrolet	Traffic Control	Flatbed Crewcab 1 Ton	1998	062326	5Y97530	6/30/2015	Full	Green Crew(CS)
035	Chevrolet	Sac Shop	Flatbed 1 Ton	1998	071886	5V59645	9/30/2013	Full	Sac Shop
038	Chevrolet	Admin	Extracab 1/2 Ton	1999	170203	8Z74588	1/31/2014	Full	Sac Shop
047	Chevrolet	Sealcoat	Flatbed	2000	488434	6H95906	9/30/2013	Full	Seal Coat
053	GMC	Traffic Control	1 Ton	2002	502795	6X06416	6/30/2015	Full	Green Crew(CS)
054	GMC	Slurry	Flatbed 1 Ton	2003	502888	6U44494	7/31/2014	Full	Red Crew(FC)
055	Chevrolet	Admin	K1500 Ext Cab Pickup	2003	128808	6Z62752	9/30/2015	Full	Sac Shop
059	GMC	Asphalt	Flatbed 1 Ton	2003	332325	7F22701	6/30/2015	Full	Asphalt
060	Toyota	Admin	Pickup	2005	127375	7T42405	8/31/2014	Full	Sac Office
061	Toyota	Admin	Pickup	2005	493586	7W41540	9/30/2015	Full	Sac Office
062	Toyota	Admin-Sales	Pickup	2006	463838	7H67614	2/28/2015	Full	Sac Office
063	Toyota	Admin-Sales	Pickup	2006	461838	7H67609	2/28/2015	Full	Sac Office
064	Chevrolet	Slurry	Crewcab	2007	135048	8F60055	10/31/2014	Full	Red Crew(FC)
065	Chevrolet	Asphalt	Crewcab	2007	137614	8F60037	10/31/2014	Full	Asphalt
067	Lexus	Admin	Utility Truck	2007	025616	5ZEL322	3/26/2015	Full	Sac Office
068	Chevrolet	Asphalt	Flatbed 1 Ton	2007	420596	8K18293	4/30/2015	Full	Asphalt
069	Chevrolet	Sealcoat	Flatbed 1 Ton	2007	420786	8K18294	4/30/2015	Full	Seal Coat
070	GMC	Admin	Sierra 1500 Pickup	2007	518679	8S53677	5/31/2014	Full	Sac Office
071	Chevrolet	Admin	Pickup	2008	127628	8N68711	12/31/2013	Full	Sac Office
072	Chevrolet	Admin-Sales	Pickup	2008	118199	8N68712	12/31/2013	Full	Sac Office
074	Chevrolet	Sac Shop	Van Truck	2000	156679	6E80012	2/28/2014	Full	Sac Office
077	Nissan	Admin	Altima Hybrid	2008	251005	6EPZ177	6/28/2015	Full	Sac Office
078	Kenworth	Slurry	Flatbed	2008	225016	8P95432	4/30/2015	Full	Red Crew(FC)
079	GMC	Admin-Sales	Pickup	2009	205608	916PVMT	6/30/2015	Full	Sac Office
080	Chevrolet	Admin-Sales	Pickup	2009	129373	8W66202	8/31/2014	Full	Sac Office

<i>ID</i>	<i>Manufacturer</i>	<i>Type</i>	<i>Description</i>	<i>Year</i>	<i>Serial #</i>	<i>License</i>	<i>Exp. Date</i>	<i>Coverage</i>	<i>Crew</i>
081 Chevrolet	Slurry	Flatbed		2008	417083	8Y00360	12/31/2014	Full	Green Crew(CS)
082 Chevrolet	Slurry	Flatbed		2008	416787	8Y00359	12/31/2014	Full	Red Crew(FC)
083 Chevrolet	Slurry	Pickup		2011	234036	98996C1	6/30/2015	Full	Green Crew(CS)
084 Chevrolet	Asphalt	Dump Truck		2007	171854	40416L1	8/31/2015	Full	Asphalt
100 Kenworth	Trench	Dump Truck		1990	545303	6F85325	12/31/2006	Non-Op	Trench Crew 2
102 Kenworth	Asphalt	Dump Truck		1990	545307	5M86358	12/31/2006	Non-Op	Asphalt
103 Kenworth	Trench	Dump Truck Transfer		1990	545297	8X95915	10/31/2013	Full	Asphalt
103-A Reliance	Trucking	Dump Transfer Trailer		2003	041258	4EJ2520	6/30/2018	Full	Trucking
105 Kenworth	Trench	Dump Truck		1990	545298	5T54950	12/31/2002	Non-Op	Trench Crew 2
109 Kenworth	Sealcoat	Truck Bulk		1992	574971	6A03039	10/31/2014	Full	Seal Coat
117 Peterbilt	Slurry	Tanker Truck		1995	399661	8L66074	10/31/2014	Full	Red Crew(FC)
120 Peterbilt	Asphalt	Dump Truck		1995	399660	5C43395	12/31/2006	Non-Op	Asphalt
121 Peterbilt		Dump Truck		1995	380701	4Z41554	12/31/2002	Non-Op	Trench Crew 1
122 Kenworth	Sealcoat	Tanker Truck		2009	260865	56499P1	10/31/2014	Full	Seal Coat
124-D Eight Point		Dolly		1988	016167	1UK9457	10/31/2017	Non-Op	0
125 Kenworth	Striping	Van Truck		2015	455217	99021P1	9/30/2015	Full	Striping Crew
128 Kenworth	Slurry	Flatbed Sulfate Truck		1995	664674	8R45356	12/31/2012	Full	Green Crew(CS)
130 Peterbilt	Slurry	Tanker Truck		1995	375674	4Z16644	10/31/2014	Full	Green Crew(CS)
130-A weld	Slurry	Tank Trailer		1950	266	4AT8097	12/31/2016	Full	0
132 Peterbilt	Slurry	Cab & Chassis		2008	767853	9D99409	10/31/2014	Full	Green Crew(CS)
133 Kenworth	Sealcoat	Tanker Truck		1998	762401	20317C1	10/31/2013	Full	Seal Coat
146 Kenworth	Asphalt	Dump Truck		2013	363376	57709J1	11/30/2014	Full	Asphalt
147 Kenworth	Asphalt	Super Dump Truck		2013	363352	57712J1	11/30/2014	Full	Asphalt
148 Kenworth	Asphalt	Super Dump Truck		2013	363351	57711J1	11/30/2014	Full	Asphalt
155 Chevrolet	Asphalt	1 Ton		2008	409162	8V88199	8/31/2015	Full	Asphalt
161-A Clough	Slurry	Tank Trailer		1977	C1162	4AY2032	12/31/2016	Full	Green Crew(CS)
172 KENWORTH	Asphalt	Dump Truck Transfer		1994	635219	6L02910	10/31/2014	Full	Asphalt
172-A Wesco	Asphalt	Dump Transfer Trailer		1987	873103	4AY2033	12/31/2016	Full	Asphalt
187-A Trail King	Asphalt	Trailer Lowboy		1984	015272	4AY2034	12/31/2016	Full	Asphalt
189 Kenworth	Slurry	Tractor		2010	264566	9F05865	8/31/2015	Full	0
197-A JTL	Slurry	Tank Trailer		1975	7651	4AY2035	12/31/2016	Full	
205 CPM	Sac Shop	Trailer Flatbed		1978	220453	4AY2049	7/31/2017	Non-Op	Sac Shop

<i>ID</i>	<i>Manufacturer</i>	<i>Type</i>	<i>Description</i>	<i>Year</i>	<i>Serial #</i>	<i>License</i>	<i>Exp. Date</i>	<i>Coverage</i>	<i>Crew</i>
211	Trail-R-Man	Sulphate	Trailer Tilt	1981	RM1450	4AY2044	4/30/2017	Full	
220		Asphalt	Trailer Utility	1983	835868	4AY2039	5/31/2017	Full	Asphalt
221	Norcal	Sac Shop	Trailer TC	1983	CT1468	4AY2038	7/31/2017	Full	Sac Shop
223	Ferre	Slurry	Trailer Flatbed	1981	816973	4AY2040	5/31/2017	Full	Green Crew(CS)
226	Zieman	Sealcoat	Trailer Flatbed	1984	P11304	4AY2041	5/31/2017	Full	Seal Coat
228	Brite	Sealcoat	Trailer	1984	031250	4AY2042	5/31/2017	Full	Seal Coat
229	Brite	Sac Shop	Trailer Utility	1984	031271	4AY2043	7/31/2017	Full	Sac Office
230	Brite	Sac Shop	Trailer	1984	031283	4AY2013	12/31/2016	Full	Sac Shop
231	Trail King	Asphalt	Trailer	1985	035578	4AY2045	4/30/2017	Full	Asphalt
232	Brite	Sealcoat	Trailer Flatbed	1985	031343	4AY2046	6/30/2017	Full	Seal Coat
233	Brite	Sealcoat	Trailer Flatbed	1985	031352	4AY2047	7/31/2017	Full	Seal Coat
234	Trail King	Slurry	Trailer	1985	074833	4AY2002	11/30/2017	Full	Green Crew(CS)
235	Trail King	Slurry	Trailer	1986	037069	4AY2048	6/30/2017	Full	Red Crew(FC)
236	Trail King	Slurry	Trailer	1986	087803	4AY2014	12/31/2016	Full	
238	Trail King	Slurry	Trailer Tilt	1987	O79627	4AY2194	12/31/2016	Full	
239	Built-Rite		Trailer	1987	031477	4AY2016	12/31/2016	Full	
240	CPM	Slurry	Trailer Utility	1988	502061	4AY2050	7/31/2017	Full	Red Crew(FC)
242	Fruehauf		Trailer Utility	1980	460527	4AY2051	8/31/2017	Full	
244	Trail King	Asphalt	Trailer	1989	074678	4AY2036	12/31/2016	Full	Asphalt
245	CPM	Sealcoat	Trailer	1989	601285	4AY2037	12/31/2016	Full	Seal Coat
246	TELLUS	Admin-Sales	Double Wide Mobile Tr	1989	4/6515		8/31/2014	Full	
247	Pace American		Trailer	1992	016499	4AY2052	7/31/2017	Full	
250	MorTec	Slurry	Trailer Flatbed	1982	012	4AY2053	7/31/2017	Full	
252	CPM	Traffic Control	Trailer	1995	728376	4AY2054	5/31/2017	Full	Red Crew(FC)
253	CPM	Traffic Control	Trailer	1995	728390	4AY2055	6/30/2017	Full	Green Crew(CS)
254	CPM	Traffic Control	Trailer	1998	825713	4AY2056	4/30/2017	Full	
255	CPM	Traffic Control	Trailer	1998	807553	4AY2057	4/30/2017	Full	
256	Draggin	Sac Shop	Trailer Flatbed	1998	971004	4AY2058	5/31/2017	Full	Sac Shop
257	Trail King	Asphalt	Trailer	1999	068887	4AY2059	6/30/2017	Full	Asphalt
258	Scottsman	Admin-Sales	Mobile Office-Asphalt	1984	200651		3/30/2014	Full	
259	Zieman	Sealcoat	Trailer Tilt	1985	P12415	4AY2060	5/31/2017	Full	Seal Coat
260	Zieman	Asphalt	Trailer Tilt	1986	P12535	4AY2061	5/31/2017	Full	Asphalt

<i>ID</i>	<i>Manufacturer</i>	<i>Type</i>	<i>Description</i>	<i>Year</i>	<i>Serial #</i>	<i>License</i>	<i>Exp. Date</i>	<i>Coverage</i>	<i>Crew</i>
261	Equipt Mfg	Sealcoat	Spray Emulsion Trailer	2000	25529	4AY2062	6/30/2017	Full	Seal Coat
262	Trail Boss	Asphalt	Trailer Flat	2000	000459	1WP2330 DTI	10/31/2017	Full	Asphalt
263	Trail Boss	Asphalt	Trailer Flat	2001	000146	4AY2003	11/30/2017	Full	Asphalt
264	Trail Boss	Asphalt	Trailer Flat	2001	000124	1WP2335 DTI	10/31/2017	Full	Asphalt
265	Trail Boss	Asphalt	Trailer Flat	2001	000112	1WG9846 DTI	10/31/2017	Full	Asphalt
266	Trail Boss	Asphalt	Trailer Flat	2001	000118	1WP2336 DTI	10/31/2017	Full	Asphalt
267	Trail Boss	Asphalt	Trailer Flat	2001	000144	4AY2004	11/30/2017	Full	Asphalt
268	CPM	Sealcoat	Seal Coat Trailer	2002	893781	4MW7602	4/30/2017	Full	Seal Coat
271	Load Trail	Sac Shop	Utility Trailer	2006	022169	4HF6492	8/31/2016	Full	Sac Shop
272	Load Trail		Utility Trailer	2006	023977	4MM6989	8/31/2016	Full	0
274	American	Sac Shop	Cargo Trailer	2003	500151	4EP4613	7/31/2018	Full	Sac Shop
275	Fruehauf	Admin-Sales	Van Trailer	1983	017322	4CB7034	12/31/2016	Full	0
276	Load Trail	Sealcoat	Flatbed Trailer	2008	053902	4JV6359	8/31/2014	Full	Seal Coat
277	Fruehauf		40' Flatbed Trailer	1995	044304	4AN1758	12/31/2016	Full	0
278	Triple B Mfg	Admin-Sales	Cargo Trailer	2001	957832	4MW8882		Full	Sac Office
501	Coneqtec	Asphalt	Slot Cutter	2014	1265			Full	Asphalt
502	Striper		Lazer 2 gun striper FM3 500		GM3500			Full	
503	Coaster		Asphalt Sealer TC08-1 2	1980	8-1210				
504	7x3 axle scales		Axle Scales	0	B20147			Full	
507	Scales		Alum Port Scales	0				Full	
508	Clark		Forklift 20,000#		CY200B			Full	
512	CPM	Sealcoat	Pavement Saver II	2013	-43SWA			Full	Seal Coat
513	Ingersoll Rand	Asphalt	DD32 Roller	1998	152455			Full	Asphalt
514	Bomag	Asphalt	Paver 8-14-2	2006	1054			Full	Asphalt
515	Neal	Sealcoat	DA350 Seal Coat Mach inc	0	0-455-				Seal Coat
517	John Deere	Asphalt	Loader/scrapper	1999	871982			Full	Asphalt
518	Simpson		Equipment	0	02544				
519	Ingersoll Rand	Asphalt	Vibratory Roller		179924			Full	Asphalt
520	Volvo	Slurry	Pneumatic Tire Roller	2010	5048			Full	Red Crew(FC)
521	Caterpillar	Asphalt	Skid Loader		Z00403			Full	Asphalt
522	Gilcrest	Asphalt	Paver		2608			Full	Asphalt
523	RES	Sealcoat	Pavement Saver II		30SPIA			Full	Seal Coat

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525	Kubota	Asphalt	Squeegee Tractor	2000	500HSD	n/a		Full	Asphalt
526	Caterpillar		loader	2003	W00330	N/A		Full	0
531	Caterpillar	Asphalt	Skid Loader	2001	Z00866			None	Asphalt
534	Miller	Sac Shop	Welder 606	0	4K2057				
535			Flashing Arrow Board	0					
536	Mikasa		120N Mikasa Tamper	0	T2364				
537	CPM		Shop Built Pump	0					
538	CPM		Flashing Arrow Board	0	BLT62				
539	Caterpillar	Sac Shop	Forklift		M10164			Equip. Cov.	Sac Shop
540	Wabco		250CFM Compressor	0	261X46				
541	CPM		Portable Pump	0	634				
542	Caterpillar	Slurry	926 Wheel Loader	1985	Z00896			Full	0
543	CPM		Sand Spreader	0	543				
544	Caterpillar	Asphalt	Asphalt Grinder		S00269			None	Asphalt
545	Caterpillar	Asphalt	Asphalt Grinder		S00163			None	Asphalt
548	Crafco		Join & Crack Cleaner	0					
549	Crafco		Power Brush Blower	0	85-027				
550	RES	Sealcoat	Pavement Saver II	2004	18-3-1			Full	Seal Coat
551	RES	Sealcoat	Pavement Saver II	2011	4-33SA			Full	Seal Coat
553	Volvo	Roller	Roller	2012	5138	N/A		Full	Red Crew(FC)
554	Caterpillar	Slurry	Skid Loader	2013	L00575			Full	
555	Swenson		Swenson Sander	0	50076				
557	Caterpillar - 73U-0307	Slurry	930 Wheel Loader	1975	73U397				Green Crew(CS)
559	Caterpillar	Asphalt	Skid Loader	2006	AQ1748			Full	Asphalt
560	Caterpillar	Asphalt	Skid Loader	2006	AQ0780			Full	Asphalt
562	CPM	Sealcoat	Pavement Saver II		3-3-11			Full	Seal Coat
563	WEILER	Asphalt	Paver	2013	5-1220			Full	Asphalt
564	Caterpillar	Asphalt	Skid Loader	2013	W00313			Full	Asphalt
566	Compactor		Plate Compactor	0	560090			Full	
567	Compactor		AP2000S Compactor	0	560087			Full	
570	ACHA		3001 ACHA Flashing Arrow Board	0	14010			Full	
573	Waldon		Sweeper	1987	8816				

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574	Waldon		Sweeper	0	8817				
575	Waldon		Sweeper	0	8818				
577	John Deere	Asphalt	310C 4X4 Backhoe		741850			Full	Asphalt
579	Wacker		2000H MBW Wacker PI	0	562180				
580	CPM		Slurry Box Rut	0					
583	Seal Master		Squeegee Machine M#	0	M#76				
584	Sweep Master		Sweeper	0	20532			Full	
585	Sweep Master		Sweeper	0	20533			Full	
588	CPM		Slurry Box Standard	0	0084				
589	CPM		Slurry Box Auger	0	1790			Full	
590	CPM		Slurry Box Auger	0	2790			Full	
591	CPM		Slurry Box Auger	0	8790			Full	
592	CPM		Slurry Box Standard	0	8790-2			Full	
596	Airless		Spray & Stripe Machine	1992	92A024			Full	
597	Linelazer		Linelazer Stripe Machin	1997	A4410			None	0
598	Cold Planer		Cold Planer	1992	8867			Full	
599	Linelazer		Linelazer Stripe Machin	2000	G99A			None	0
643	Kenworth		Tractor	1998	762396			Non-Op	0
700			Portable Welder	0					
707			Wacker Asphalt Tampe	0					
710		Asphalt	90lb. Jackhammer	0					
711		Asphalt	90lb. Jackhammer	0					
712		Asphalt	90lb. Jackhammer	0					
713		Asphalt	65lb. Jackhammer	0					
715			Orchard Sprayer	0	8-2B95				
723			Roller Drum	0	HR180A				
727			Port. Concrete Auger	0	83226L			Full	
730	Linelazer		Linelazer II 3900 Stripin		BA2146			Full	0
731	Linelazer		Linelazer II 3900 Stripin		BA2160			Full	0
903	CPM	Sac Shop	Equipment	0					
904	CPM		Misc. Tools	0					
905	Rockwell	Sac Shop	Electromagnetic drill	0	BS2259				

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906	Skil	Sac Shop	970 Grinder 9"	0	897153				
909	Linde		Welder	0	B80C18				
910	Lincoln		Welder	0	702802				
911	Rockwell		Air Gun 1" Drive	0					
912		Sac Shop	Master Space Heater	0	021235				
913		Sac Shop	Acetyln Set Gauges & Cords	0					
915	Weaver	Sac Shop	Floor Jack 4 Ton	0					
916	Weaver	Sac Shop	Floor Jack 10 Ton	0					
922	Sun	Sac Shop	35 Ton Press	0					
924			Port. Welder Generator	0					
925	Devillbliss	Sac Shop	Pressure Pot	0	IGA502			Full	
926	Piranha	Sac Shop	IronWorker 40Ton	0	P2-132			Full	
927	K50 Hydraulic Crimper	Sac Shop	K50 Hydraulic Crimper	0	4677			Full	
928	Cisco		Portable Air Compress	0	985063				
929	Whitco		Hot Water Pressure Cleaner	0	851133			Full	
930	Hotsy	Sac Shop	Steam Cleaner	0	4-0985			Full	
941			Termal Arc Welder Pak	0	C52012			Full	
942	Linde		Welder	0				Full	
943	Miller		Blue Star Port. Welder	0	914146			Full	
945	Rigid	Sac Shop	300 Power Driver	0	803008				
946	Lincoln		Welder	0	A10674				
948	Skil	Sac Shop	9" Grinder	0	33040				
949	Roughneck		Welder	0	122843				
950	Roughneck		Welder	0	149667			Full	
951	Linde		Welder	0	672751				
954	Stos		Saw Cutter	0	710809				
955			IK-54D Portable Welder	0	98011			Full	
956	CPM	Sac Shop	Joystick Display	0	1 & R2				
957	CPM	Sac Shop	Hydraulic Test Stand	0	001 MO			Full	
958	Trucklift	Sac Shop	Truck Lift						Sac Shop
959	Western	Sac Shop	Truck Hoist/Lift		76390			Full	Sac Shop
960	Caterpillar	Asphalt	H-55 Hammer w/moil p	2006	M00725			Full	Asphalt

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RF								None	0
RG002	Toyota		Pickup	1999	042212	6E29852	12/31/2009	Full	0
RG004	Chevrolet	RaynGuard	Pickup	2008	130121	8N36830	11/30/2008	Full	0
RG005	Chevrolet	RaynGuard	Utility Truck	2009	265476	6KGV435	9/10/2012	None	0
RG006	Cadillac	Admin	Escalade	2009	152972	6KRK371	12/24/2010	Full	0
RG007	Chevrolet	RaynGuard	Silverado 350 Truck	2012	114540	07211F1	11/30/2012	Full	
RG008	Chevrolet	RaynGuard	Utility Truck	2015	140204			Full	
RG009	Cadillac	RaynGuard	SUV	2015	189494			Full	0
RG100	Kenworth	RaynGuard	Tractor	1999	830496	9D80960	6/30/2010	Full	Trucking
RG104	Kenworth	RaynGuard	Tractor	2005	113340			None	0
RG105	Peterbilt	RaynGuard	Cab & Chassis	2008	767852	9D99410	1/31/2011	Full	0
RG106	Peterbilt	RaynGuard	Cab & Chassis	2008	767854	9D99411	1/31/2011	Full	0
RG107	Kenworth	RaynGuard	Cab & Chassis	2012	335587	9E75961	1/31/2013	Full	0
RG108	Kenworth	RaynGuard	Tractor	2012	297923	9E90924	11/30/2013	None	
RG109	Kenworth	RaynGuard	Tanker Truck	2012	315080	9D99439	12/31/2014	Full	0
RG110	Kenworth	RaynGuard	Tractor	2010	264572	9F05867	8/31/2015	Full	
RG111	Kenworth	RaynGuard	Tractor	2010	264568	9F05866	8/31/2015	Full	0
RG200	Fruehauf		Flatbed	2003	C33154	4DE8280	2/28/2013	Full	0
RG201	Gratd		Flatbed	1979	M20387	1WL1073	12/31/2006	Full	0
RG202	SPCNS		Tank Trailer	2003	449167	4DE8244	2/28/2013	Full	0
RG204	Wilson		Tank Trailer	2003	186014	4CP1527	12/31/2006	Full	0
RG205	SPCNS		Tank Trailer	2003	286189	4DE8278	2/28/2013	Full	0
RG206	SPCNS		Tank Trailer	2003	487640	4DE8279	2/28/2013	Full	0
RG210	Brown		Flatbed	1974	745240	VZ4421	6/30/2012	Full	0
RG211	Great Dane		Drop Deck Trailer	1978	315512	4DE8841	6/30/2013	Full	0
RG212	Transcraft		Drop Deck Trailer	1978	C12209	4DE9058	7/31/2013	Full	0
RG213	Transcraft		Drop Deck Trailer	1978	C12211	4DE9059	12/31/2006	Full	0
RG214	Transcraft		Drop Deck Trailer	1985	F10258	1UT6479	11/30/2012	Full	0
RG218	Great Dane		Step Deck Trailer	1989	098506	4FF7134	12/31/2006	Full	0
RG219	Great Dane		Step Deck Trailer	1986	005708	4FJ1360	12/31/2006	Full	
RG220	SPCNS		Tank Trailer	2005	006526	4GE8919	12/31/2006	None	0
RG221	Fontaine	RaynGuard	Step Deck Trailer	1988	543439	4BP1873	3/31/2012	Full	

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RG222	Heil	RaynGuard	Tank Trailer	1989	T01361	4GX8710	12/31/2006	Full	0
RG223	Fruehauf	RaynGuard	Tank Trailer	1969	448402	4AY2031	12/31/2011	Full	0
RG224	Lazliner		Lazliner hydraulic rider	2004	32182	N/A		Full	
RG225	Fruehauf	RaynGuard	Tank Trailer	1978	779212	4AY2011	12/31/2011	Full	0
RG226	Brown	RaynGuard	Trailer	1974	745254	4BG6071	3/31/2012	Full	0
RG228	Load Trail	RaynGuard	Flatbed	2008	054031	4JX9050	4/30/2018	Full	0
RG231	Jacobsen	RaynGuard	Flatbed Trailer	2004	015361	4FC3990	10/30/2013	Full	0
RG232	Heil	RaynGuard	Dry Bulk Trailer	1996	U04363	4JV3932	10/30/2013	Full	0
RG233	J&L	RaynGuard	Dry Bulk Trailer	1995	R01855	4JV3931	10/29/2013	Full	0
RG233-A	J&L	RaynGuard	Dry Bulk Trailer	1995	R01856	4JV3930	10/29/2013	Full	0
RG234	Fruehauf	RaynGuard	45' Drop Deck Trailer	1998	449894	4JX9205	4/30/2014	Full	0
RG237	CPM	RaynGuard	Tank Trailer	2009	076787	4HX2953	12/31/2014	Full	
RG238	CPM	RaynGuard	Tank Trailer	2009	076788	4HX2954	12/31/2014	Full	0
RG239	CPM	RaynGuard	Tank Trailer	2009	081069	4HV8290	4/30/2012	Full	0
RG240	CPM	RaynGuard	Tank Trailer	2009	081670	4JV8289	4/30/2014	Full	0
RG241	CPM	RaynGuard	Tank Trailer	2009	033456	4JX5506	4/24/2014	Full	0
RG242	SPCNS	RaynGuard	Tank Trailer	2009	076809	4KM7170		Full	0
RG244	Trailmobile	RaynGuard	Flatbed	1979	V51903	4CY8631	1/31/2017	Full	0
RG245	Kayln	RaynGuard	Trailer Flat	1985	005027			Full	0
RG246	SPCNS	RaynGuard	Flatbed Trailer	2010	093251	4KY5324	12/20/2015	Full	0
RG247	Heil	RaynGuard	Tank Trailer	2004	S09751	4LH9082		None	0
RG248	CPM	RaynGuard	Tank Trailer	2011	106925	4LH7603		None	0
RG249	CPM	RaynGuard	Tank Trailer	2011	106924	4LH7602		Full	
RG251	Walto	RaynGuard	Flatbed Trailer	1991	063425	4LT1880		None	0
RG252	ASVE	RaynGuard	Trailer	1990	3662NV	4LM7243		Full	0
RG253	Jacobsen	RaynGuard	Flatbed Trailer	2004	015365	4FC3986	10/31/2016	None	0
RG254	Jacobsen	RaynGuard	Flatbed Trailer	2004	015364	4FC3987	10/31/2016	None	0
RG255	Jacobsen	RaynGuard	Flatbed Trailer	2004	015363	4FC3988	10/31/2016	None	0
RG256	Jacobsen	RaynGuard	Flatbed Trailer	2004	015362	4FC3989	10/31/2016	None	0
RG257	Carta	RaynGuard	Concrete Mixer	2007	002547	4LM7279		None	0
RG258	Carta	RaynGuard	Carta Concrete Mixer	2004	002086	4FE9873		Full	0
RG259	Heil	RaynGuard	Trailer	2012	T38725		12/31/2013	Full	0

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RG260	Heil	RaynGuard	Trailer	2012	T38728		12/31/2013	None	
RG262	PJ	RaynGuard	Dump Transfer Trailer	2013	197253			Full	0
RG263	Trail King	RaynGuard	Tilt Bed Trailer	1986	087861	1UA3837		Full	0
RG300	CRSMISC		Cart Away Concrete Pl ant		CRS			None	0
RG400	Caterpillar	RaynGuard	Forklift		500839			Full	0
RG401	Hyster	RaynGuard	Forklift		34504T			Full	
RG402	Caterpillar	RaynGuard	Pneumatic Forklift		C50079			Full	0
RG405	Honda		Grinder		10863B			None	0
RG407			6000 gal w/RES Hyd. m ade pump					None	
RG408								None	0
RG409	Caterpillar	RaynGuard	Skid Loader	2001	Z00803			None	0
RG410	Caterpillar	RaynGuard	Forklift		533384			Equip. Cov.	0
RG411	Caterpillar	RaynGuard	Forklift		333385			Equip. Cov.	0
SE-01	Eclipse	Slurry	Arrowboard	2000	07B424	SE50231 7	12/31/2015	Full	0
SE-02	Diamond	Asphalt	Bulk Trailer	2001	104942	SE58679 2	12/31/2015	Full	Asphalt
SE-03	Allmand	Traffic Control	Arrowboard		07B437	SE50584 n	12/31/2015	Full	
SE-04	Allmand	Traffic Control	Arrowboard		07B423	SE50235 9	12/31/2015	Full	
SE-05	Allmand	Traffic Control	Arrowboard		06B480	SE50235 n	12/31/2015	Full	
SE-06	Allmand	Traffic Control	Arrowboard		A91600	SE50236 2	12/31/2015	Full	
SE-08	Diamond	Trench	Bitc Pot	1999	004853	SE50235 7	12/31/2015	Full	
SE-15	Gorman Rupp		Pump	1959	9298	SE30846 n	12/31/2015	Full	
SE-17	Diamond		Emulsion Sprayer	1980	4507	SE40002 2	12/31/2015	Full	
SE-20			Flashing Arrow Board	1960	1533	SE30846 6	12/31/2015	Full	
SE-23			Flashing Arrow Board	1972	0216	SE30844 4	12/31/2015	Full	
SE-25			Flashing Arrow Board	0	1539	SE30846 9	12/31/2015	Full	
SE-31	Kenworth	Slurry	Slurry Truck	2009	260864	SE58675 9	12/31/2015	Full	
SE-32	Kenworth	Slurry	Slurry Truck	2010	271867	SE58678 6	12/31/2015	Full	Green Crew(CS)
SE-33	Kenworth	Slurry	Slurry Truck	2010	271868	SE58678 9	12/31/2015	Full	Green Crew(CS)
SE-34	Kenworth	Slurry	Slurry Truck	2011	275802	SE58679 n	12/31/2015	Full	Blue Crew(TG)
SE-35	Kenworth	Slurry	Slurry Truck	2011	275803	SE58679 5	12/31/2015	Full	Red Crew(FC)
SE-36	Kenworth	Slurry	Slurry Truck	2011	295246	SE58682 2	12/31/2015	Full	Green Crew(CS)
SE-37	Kenworth	Slurry	Slurry Truck	2013	369103	SE64896 2	12/31/2015	Full	Green Crew(CS)

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SE-38	Kenworth	Slurry	Slurry Truck	2015	421815	SE65801 2	12/31/2015	Full	Green Crew(CS)
SE-40	Ford	Slurry	Water Truck	1980	JA7567	SE35124 2	12/31/2015	Comp	Green Crew(CS)
SE-41	Ford		Water Truck	1981	J24425	SE38267 1	12/31/2015	Comp	
SE-42			Flashing Arrow Board	0	6491	SE35534 6	12/31/2015	Full	
SE-43	Bearcat	Chip Seal	Chip Spreader	1998	160694			Full	0
SE-44	Crafco	Slurry	Crack Filling Machine	2005	418225	SE58684 1	12/31/2015	Full	0
SE-50			855PM Stone Mortar Mi ver	1988	338024	SE35775 2	12/31/2015	Full	
SE-61	White GMC	Slurry	Slurry Truck	1990	506773	SE42308 n	12/31/2015	Non-Op	Sac Shop
SE-76	Eclipse		Flashing Arrow Board	1994	B452	SE48635 7	12/31/2015	Full	Sac Shop
SE-77	Eclipse		Flashing Arrow Board	1994	B458	SE48635 8	12/31/2015	Full	Sac Shop
SE-78	Eclipse		Flashing Arrow Board	1995	B408	SE48635 n	12/31/2015	Full	
SE-79	Eclipse		Flashing Arrow Board	1995	B431	SE48636 n	12/31/2015	Full	Sac Shop

SECTION 6**EXCEPTIONS, GUARANTEES AND CERTIFICATIONS****6.1 EXCEPTIONS TO AGREEMENT** *(Required submittal forms)*

Bidders are to prepare all Base Bid Schedule forms (Section 4) based on the program specifications set forth in the RFB documents without considering any exceptions that may be set forth on this form. In the event the bidder takes exception to the RFB specifications they may set forth those exceptions in the following manner:

- The exceptions are to be presented on a separate paper titled, "Form Exceptions to Agreement".
- Each exception must be presented separately by stating: the specific exception, the page and line numbers of the exception, the suggested changes to the program related to the exception, the suggested changes in the Agreement language related to the exception, the manner in which the proposed change would benefit the City, the customers or both, and the specific dollar change in each of the various service rates, as proposed by the bidder in this RFB, that would take place if the exception was accepted by the City.
- The exceptions must be followed with the following language without exception.
- **"Except as set forth above, bidder is in complete agreement with the proposed terms, conditions and business arrangements described in the RFB including the attached Agreement. The bidder assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Agreement under whatever circumstances may develop other than as herein provided."**
- The form must be signed by an individual authorized to commit the bidder's firm to the Agreement in the manner set forth below.

Date: 2/26/15Name: BRUCE TAYLOR
VICE PRESIDENT

Title: _____

Signature: 

Please note that if exceptions are taken, all required information as set forth above must be submitted. Exceptions taken without providing the required information will not be considered.

6.2 GUARANTEE REQUIREMENTS *(Required with submittal)*

The City of Rancho Cordova will require all bids be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier's check, or a bidders bond. The Bid Guarantee shall be executed by an admitted surety insurer in favor of the City of Rancho Cordova, the amount of which shall not be less than ten percent (10%) of the Base Bid Grand Total as indicated in **Section 4, Base Bid Schedule**.

Performance and Payment Bonds will be required as outlined in Appendix A, Section 8 of this Request for Bids for the execution of a contract with the selected Contractor. At the end of each contract year, the Contractor may request to have their bond reduced by the amount of work completed during that contract year.

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

KNOWN ALL BY THESE PRESENTS, That we, California Pavement Maintenance Company, Inc. dba: CPM, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Rancho Cordova, as Obligee, in the sum of Ten Percent of the Amount Bid Dollars (10% of the Amount Bid) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Concrete Maintenance Services ("Project").

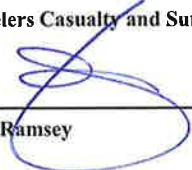
NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 24th day of February, 2015.

California Pavement Maintenance Company, Inc. dba: CPM
(Principal)

By: 
BRUCE TAYLOR
VICE PRESIDENT

Travelers Casualty and Surety Company of America

By: 
Renee Ramsey, Attorney-in-Fact

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On February 24, 2015 before me, Melissa D. Diaz, Notary Public
(insert name and title of the officer)

personally appeared Renee Ramsey,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226822

Certificate No. 005944462

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

B. G. Midstokke, Renee Ramsey, Richard W. Pratt, Patricia M. Simas, Katherine Gordon, John J. Weber, and Joseph H. Weber

of the City of Sacramento, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of June, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

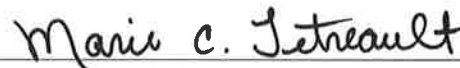
By: 

Robert L. Raney, Senior Vice President

On this the 6th day of June, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.




Marie C. Tetreault, Notary Public

6.3 NON-COLLUSION AFFIDAVIT *(Required with submittal)*

STATE OF CALIFORNIA)

COUNTY OF SACRAMENTO)

BRUCE TAYLOR (name) being first duly sworn, deposes and says that he or she is VICE PRESIDENT (title) of CALIFORNIA PAVEMENT MAINTENANCE COMPANY, INC. (company name) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from proposing; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CALIFORNIA PAVEMENT
MAINTENANCE COMPANY, INC.

Company Name (Printed)

Date

2/26/15


Authorized Signature

Name (Printed)

BRUCE TAYLOR
VICE PRESIDENT

Title

Subscribed and sworn to before me

this ____ day of _____, 2015.


Signature of Notary Public

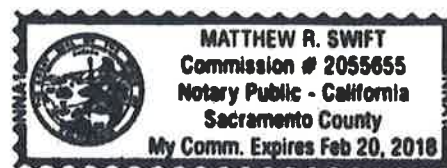
State of California)

County of Sacramento)**CALIFORNIA JURAT**

Subscribed and sworn to (or affirmed) before me on this 26th day
 of February, 20 15, by Bruce Taylor

proved to me on the basis of satisfactory evidence to be the person(s)
 who appeared before me.

Signature

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____.

Additional Information**Method of Affiant Identification**

Proved to me on the basis of satisfactory evidence:

☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

6.4 SIGNATURE CERTIFICATION PAGE *(Required with submittal)*

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if bidder or other interested person is an individual, state first and last names in full.

By my signature on this bid I certify, under the Penalty of Perjury, that the foregoing Non-Collusion Affidavit and Contractor's License Certification along with all other statements in this bid are true and correct.

Date: 2/26/15

CALIFORNIA PAVEMENT
MAINTENANCE COMPANY, INC.

Legal Company or Corporation Name

CORPORATION

Business Type (Corporation, Partnership, etc.)

Print Name

Signature

Title

BRUCE TAYLOR
Print Name


Signature

Title

BRUCE TAYLOR
VICE PRESIDENT

Print Name

Signature

Title

Print Name

Signature

Title

Print Name

Signature

Title

Print Name

Signature

Title

California Pavement Maintenance Co., Inc.
Gordon L. Rayner, CEO
Richard Rayner, President
Tina B. Feeney, Corporate Secretary
Bruce Taylor, Vice-President

Section 6

AGENDA ITEM 12.4

APPENDIX C
ADDITIONAL SPECIAL PROVISIONS

C.1. PAYROLL RECORDS

Attention is directed to Section 1776 of the Labor Code of the State of California. Regulations complementing said Section 1776 are located in Section 16000 and Sections 16400 through 16403 of Title 8, California Administrative Code. The Contractor is required to comply with the provisions of Section 1776 of said Labor Code. The Contractor shall also be responsible for compliance by their subcontractors.

C.2. PREVAILING WAGE

See Section 5 in Appendix A. The contractor is required to submit certified payrolls on a monthly basis. Failure to submit payroll records is cause for delay in payment or payment may be stopped.

C.3. PRESERVATION OF PROPERTY

Attention is directed to Section 6-21 "Preservation of Property" of the Sacramento County Standard Construction Specifications and these Special Provisions.

The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by the Contractor's personnel or equipment will promptly be repaired to the condition existing before the damage. If, in the opinion of the Contract Manager, repair is not possible, the damaged facilities will be replaced in kind and size. All costs for such repairs or replacements shall be the sole responsibility of the Contractor. Damages to City facilities due to the Contractor's lack of performance in accordance with these specifications are the Contractor's responsibility.

C.4. EXISTING UTILITIES

Attention is directed to Section 6-16 "Existing Utilities" of the Sacramento County Standard Construction Specifications and these Special Provisions.

The toll-free number for Underground Service Alert (U.S.A.) is (800) 642-2444. The Contractor is required to call this number two working days (48 hours) in advance of performing excavation work.

The Contractor shall take adequate measures to insure that their operations do not harm any existing underground facilities not specifically mentioned, or shown on the plans.

C.5. TRAFFIC MAINTENANCE

The Contractor's attention is directed to Section 7-1.09, "Public Safety", and Section 12, "Construction Area Traffic Control Devices", of the State Standard Specifications, the Uniform Manual of Traffic Control Devices (latest edition of the California Supplement), and these Technical Specifications.

Typically, a minimum of one (1) traffic lane, (not less than 3.66 m (12 feet wide), per direction, shall be allowed for closure during construction activity, or as defined within the approved traffic control plan. All other traffic lanes shall be open for public vehicular traffic at all times during non-construction activity. No work that interferes with public traffic shall be performed between 3:30 P.M. and 8:30 A.M. except work required under Section 7-1.08, "Public Convenience", and Section 7-1.09, "Public Safety" or by special approval of the Contract Manager.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays and when maintenance operations are not actively in progress.

Prior to performing any work, under this contract the Contractor shall prepare and submit a Traffic Control Plan (TCP) to the City Traffic Engineer for review. Note: To avoid delays, the Contractor is encouraged to submit in advance, several standard TCP's covering the most common maintenance situations anticipated, prior to the start of the contract period. ALL night work (if any), requires a MANDATORY Traffic Control Plan (TCP), for each occurrence;

If traffic controls are required for any operation under this contract to ensure the safety of workers and the public, a TCP must be submitted to the City Traffic Engineer four (4) working days in advance of performing said operation. Contractor must receive written approval from the City Traffic Engineer, or their designee, prior to implementing any traffic controls and notify Police, and Fire at least twenty-four (24) hours in advance of implementing the traffic controls. Review and approval of a TCP by the City Traffic Engineer, or their designee, is based upon general conformance with Federal, State and local regulations and standards and does not relieve Contractor of responsibility for the safety of its workers and the public.

If any component in the Contractor's traffic control system is displaced, damaged, or ceases to operate correctly, from any cause, during the life of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

If the Contractor refuses or fails to furnish and install necessary warning devices and take adequate protective measures in a timely manner, the City Traffic Engineer, with or without notice to the Contractor, may provide suitable warning devices or protective measures by causing such work to be done and such materials to be furnished. The cost and expense of such work and materials so furnished shall be borne by the Contractor; and if the same is not paid for on presentation of the bills therefore, then such costs will be deducted from any moneys due or to become due to the Contractor. The performance of such work under the direction of the City Traffic Engineer shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the City Traffic Engineer.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various Contract items of work and no separate payment will be made therefore.

The City Traffic Engineer or their designee shall review and approve all Traffic Control Plans on the basis of general conformance with applicable regulations and standards. Such review and approval of a Traffic Control Plan does not relieve Contractor of responsibility for public and worker safety.

C.6. REGULATIONS AND CONDUCT OF WORK

The Contractor shall plan and conduct the work to comply with local, State, and Federal government agencies' applicable rules, regulations, codes, and ordinances to adequately safeguard persons and property from injury. The Contractor shall direct the performance of the work in compliance with reasonable safety regulations and work practices, and with applicable federal, state, and local laws, rules and regulations including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor, and Safety Orders of the California Division of Industrial Safety.

C.7. PERSONNEL

All work shall be performed by qualified and trained personnel with a minimum of two (2) years of experience in concrete maintenance. Experience must include use of typical tools and operation of commonly used equipment. All workers shall be neat and orderly in appearance.

C.8. SUPERVISION

The Contractor shall provide a competent superintendent during all times that work is being performed with the authority to represent and act for the Contractor in any matter pertaining to this contract. The Contractor shall furnish the names of all such superintendents to the Contract Manager prior to the commencement of this contract and further advise of any changes.

C.9. DISMISSAL OF UNSATISFACTORY EMPLOYEES

Attention is directed to Section 7 of the Standard Construction Specifications.

The Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the Contract Manager, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, does not meet safety requirements or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. Contractor shall remove an unsatisfactory employee from contract sites immediately following notification.

Failure by the Contractor to remove an unsatisfactory employee from contract sites within one week of notification will result in withholding of monthly payment. Failure by the contractor to permanently replace an unsatisfactory employee will result in formal written warning (30-day notice) to the Contractor specifying that the employee must be replaced. Failure by the Contractor to replace an unsatisfactory employee within the 30 day time period will result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination; and the Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services.

C.10. PAYMENT

Attention is directed to Section 8 of the Sacramento County Standard Construction Specifications. The following shall be substituted with regard to invoicing procedure.

At the end of each month the Contractor shall submit invoice(s) to the City for routine and emergency maintenance work approved by the City.

The Contractor's routine maintenance invoice shall include;

Invoice Number

Invoice Date

City's Contract Number

Work Order Number

Period Service Provided (Date from – Date to)

A breakdown of each work order completed with a description of the work performed, quantity of the work performed, unit cost, and total cost for the work performed.

The Contractor's emergency invoice shall include;

Invoice Number

Invoice Date

City's Contract Number

Period Service Provided (Date from – Date to)

A breakdown of each work order completed with a description of the work performed, job itemization giving employee(s)' actual hours worked, equipment and material costs, and total cost for the work performed.

Billing shall be submitted to the following address:

City of Rancho Cordova
Public Works Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670
ATTN: PW Division Manager of O&M

Invoices not submitted within thirty (30) days of completed work shall be late and may be assessed a five percent (5%) late fee, to be noted in writing and deducted by the City from its payment to Contractor. Invoices submitted more than (ninety) 90 days following completion of work by Contractor shall be late and may be assessed a ten percent (10%) late fee, to be noted in writing and deducted by the City from its payment to Contractor.

C.11. WITHHOLDING OF PAYMENT

For work deemed by the Contract Manager as not meeting the requirements of the specifications, the City shall withhold monthly payments or percentages thereof for work not completed, or until work is completed as per contract specifications. The City shall withhold monthly payments or percentages thereof for work that is not completed on schedule.

To provide funds to cover the cost of any City of Rancho Cordova facilities or plant materials damaged by the Contractor, the City shall withhold monthly payments until the damages are repaired. In the event repairs are not made the City shall withhold monthly maintenance payments to fund the necessary repairs. The Contractor shall be responsible for damages to the City of Rancho Cordova facilities or plant materials due to the contractor's failure to perform the services in accordance with these specifications. Expenses to cover damages shall be solely the Contractor's, and repairs shall meet with approval of the Contract Manager.

C.12. FAILURE TO PERFORM

If the Contractor, or his representative, fails to perform in accordance with the terms and conditions of this contract, the Contract Manager will specify the reasons and locations as applicable by written correspondence. Failure by the Contractor to correct any deficiencies within one (1) calendar week of notification may result in withholding of payment. Failure by the Contractor to correct any deficiencies within two (2) calendar weeks or more may result in formal written warning (30-day notice) to the contractor specifying that such deficiencies must be corrected. Failure by the contractor to correct such deficiencies within the 30-day specified time period may result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination. Any damages to property caused by the contractor's inability to meet specification shall be recovered by withholding payments. The Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services and damages to City facilities or plant materials.

C.13. INSPECTION

The Contractor may receive an inspection report from the Contract Manager. This form will indicate any deficiencies in the work performance of the Contractor. The Contract Manager may inform the Contractor by telephone of urgent deficiencies for immediate attention or repairs. Inspection by City staff will occur the following day the Contractor has serviced the areas.

Lack of Inspections by the City staff does not relieve the Contractor of his obligations to provide services as required by these specifications. Lack of receipt of inspection reports does not relieve the Contractor of his obligations to provide services as required by these specifications. Schedules as required by these specifications shall be submitted and used as a guide for City Staff Inspection schedules. Inspection will be scheduled to occur the following day the Contractor has serviced the area(s).

C.14. COMPLIANCE WITH STANDARD TERMS & CONDITIONS

You agree to be bound by our standard contract conditions, a sample of which is attached to this RFB (Appendix A), and to all other terms and conditions in this RFB.

C.15. INSURANCE

The Contractor, upon being notified of being awarded the contract, shall have their Certificate of Insurance including endorsements delivered to City of Rancho Cordova Public Works Department, 2729 Prospect Park Drive, Rancho Cordova, CA 95670, Attn: PW Division Manager of O&M. Contractor's insurance shall comply with all insurance requirements as shown in Appendix B. No goods or services shall be rendered by the contractor until a valid Certificate of Insurance is on file with The City of Rancho Cordova.

C.16. INDEMNITY

The Contractor indemnifies the City as stated in Section 6-2 of the County Standard Construction Specifications.

C.17. STANDARD CONSTRUCTION SPECIFICATIONS

The County of Sacramento, Municipal Services Agency, Standard Construction Specifications, adopted January 2008, and these Special Provisions shall control all work to be done under this contract. A copy of the Standard Construction Specifications may be obtained at the Cashier's window, County Administration Building, 872 Seventh Street, Room 105, Sacramento, CA 95814.

C.18. STATE SPECIFICATIONS AND STATE STANDARD PLANS

State Specifications and State Standard Plans, when referred to, shall be the 2010 issue.

Copies of the State Specifications and State Standard Plans may be obtained from the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815.

C.19. PRECEDENCE

In the event of a conflict between the Standard Construction Specifications and the State Specifications/Standard Plans, the Standard Constructions Specifications shall govern. These Special Provisions shall govern over both the Standard Construction Specifications and State Specifications/Standard Plans in the event of a conflict.

C.20. CODES AND LEGAL REQUIREMENTS

- (a) All reference to codes, specifications, and standards in the contract documents shall mean, and are intended to be, the latest editions, amendments, and/or revisions of such reference documents in effect, as of the date of this contract.
- (b) Authorities shall apply the minimum work requirements available to any work done for this project. Nothing described in these contract documents shall be

construed to permit work not conforming to the most stringent of applicable codes and regulations.

- (c) When contract documents call for materials or construction of better quality or larger size than required by applicable codes, laws, rules or regulations, the contract documents shall take precedence.

C.21. TERMINATION

Any contract resulting from this RFB may be canceled by the City upon thirty (30) calendar days advance notice in writing at City's sole discretion. Contractor may cancel this agreement upon ninety (90) calendar days advance notice in writing to the City.

C.22. SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements" of the Standard Specifications.

The noise level from the Contractor's operations, between the hours of 8:00 P.M. and 7:00 A.M., shall not exceed 86 dbA at a distance of 15 m (50 feet). Said noise level requirement shall apply to all equipment on the work or related to the work, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the Contract prices paid for the various Contract items of work involved and no additional compensation will be allowed therefore.

C.23. COOPERATION

Attention is directed to Section 7-1.14, "Cooperation", and Section 8-1.10, "Utility and Non-highway Facilities" of the Standard Specifications.

The Contractor shall notify United Service Alert (USA) prior to commencing any excavation:
Underground Service Alert (USA) – 1 (800) 642-2444

C.24. PUBLIC CONVENIENCE

Public convenience shall conform to the provisions in Section 7-1.08, "Public Convenience", of the Standard Specifications. The contractor shall limit his operations to weekdays between the hours of 7:00 A.M. to 6:00 P.M., unless otherwise approved by the Contract Manager.

No work will commence before 8:30 A.M. on the City main arterial and collector street without prior written approval by the Contract Manager.

Temporary closure of driveways may be allowed subject to the advance written approval of the affected property owners and the Contract Manager. Prior to closure of a driveway, the

Contractor shall coordinate and notify the property owner at least twice of such closure. The Contractor shall deliver closure notices to residents and operators of commercial properties seventy-two (72) hours prior to each closure, (twenty-four (24) hour notice for emergency repairs).

It is the Contractor's responsibility to provide and accommodate all residents, operators of commercial properties and property owners' specific needs for driveway and pedestrian access at all times.

Full compensation for conforming to the provisions of this Section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

C.25. OBSTRUCTIONS

Attention is directed to Section 8-1.10, "Utility and Nonhighway Facilities", and Section 15, "Existing Highway Facilities", of the Standard Specifications.

Attention is directed to the presence of overhead and underground utilities in the construction sites. The Contractor shall exercise due caution in performing his work so as not to damage the utilities. The work specified shall be so conducted by the Contractor as to permit the utility companies to maintain their services without interruption. Utilities which are to remain in place shall be worked around and protected from damage or interruption of service. The Contractor shall coordinate his work with the utility companies where utilities are to be relocated or set to grade.

The toll-free number for **Underground Service Alert (U.S.A.)** is **(800) 642-2444**. The Contractor shall take adequate measures to insure that their operations do not harm any existing underground facilities not specifically mentioned, or shown on the plans.

Full compensation for conforming to the provisions of this Section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

C.26. CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained and removed when no longer required by the Contractor in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices" of the Standard Specifications.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

C.27. WATER POLLUTION CONTROL

Water pollution control work shall conform to the requirements in Section 7-1.01G, "Water Pollution," of the Caltrans Standard Specifications, and these Specifications.

As part of the water pollution control work, a Water Pollution Control Program, hereafter referred to as the "WPCP," is required for this contract. The WPCP shall be prepared in accordance with Caltrans Storm Water Quality Handbooks, SWPPP and WPCP Preparation Manual, current addition.

Implementation, inspection, maintenance and modification of the WPCP shall be in accordance with the Caltrans Storm Water Quality Handbooks, Construction Site Best Management Practice Field Manual and Trouble Shooting Guide, current addition.

Copies of the above Caltrans handbooks may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815.

The Contractor shall become fully informed of, and comply with the applicable provisions of the Handbook and Federal, State and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the City of Rancho Cordova and made part of the contract, it is expressly agreed that the City assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Handbook and Federal, State and local regulations. For the purposes of this paragraph, costs and liabilities include but are not limited to fines, penalties and damages whether assessed against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

C.28. QUANTITIES

The quantities shown in the Bid are given to provide bidders with an indication of potential work and the order of magnitude and scope of work. The actual amount of work done under this contract may differ from the quantities shown. The City does not expressly or by

implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as directed by the Contract Manager.

Sections 4-1.03B, 4-1.03B(1), 4-1.03B(2) and 4-1.03B(3) of the Standard Specifications do not apply to this Contract and are not a part of this Contract.

C.29. MOBILIZATION

Mobilization shall be in accordance with Paragraph 11-1.01 "Description" of Section 11 "Mobilization" of the Standard Specifications. Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various Contract items of work and no separate payment will be made therefore.

C.30. WORK ORDER

Requests for maintenance are made via a Work Order (WO). WO's are originated by City staff during normal City business hours in response to observed or reported maintenance deficiencies. While initial contact with the Contractor may be directly by phone, this will always be followed up with a written WO. Delivery of the written WO's shall be via e-mail and will be made directly to Contractor or designated Supervisor. Requests for service after working hours, on weekends, and on holidays will be forwarded from the City's Emergency On-Call representative to the contractor by phone. A written WO will be generated on the next regular business day and sent via email.

C.31. EMERGENCY WORK

Definition: Emergency Work includes unforeseen/unscheduled maintenance related tasks that must be performed on short notice due to potential impacts on public safety and convenience. This item is considered to be a safety concern. When notified by the City to respond to an emergency situation, the Contractor shall be at the site in **two (2) hour or less from the time of notification.**

The Contractor shall maintain a local telephone number where he can be reached twenty-four (24) hours per day, seven days a week, including Holidays.

Tasks: Generally, Emergency Work procedures shall include, but is not limited to, the following steps:

- Receipt and confirmation of the requested task;
- Initial response to maintenance site and evaluation of problem & site conditions;
- Implementation of appropriate traffic controls;
- Perform the requested task;
- Field check for proper operation and restore site to a safe condition;
- Logbook entry detailing time, date, and nature of maintenance task performed and verbal report to Maintenance Coordinator if appropriate.

Response: Emergency response may be initiated by the City or the Contractor (if emergency condition observed in the field and upon notification provided to the City). The Contractor shall provide emergency response 24 hours per day, seven days per week, including holidays. The response time sequence is as follows:

- The contractor must also have a supervisor available at all times.
- The Contractor shall make the site safe immediately or as soon as possible.
- The Contractor shall immediately advise the City of any emergency situation by phone and follow up with a written report by end of next business day.
- Corrective action shall be taken immediately.
- Contractor shall have the capability to provide all necessary materials, equipment, and labor in time frames referenced above.

C.32. DUST CONTROL

The Contractor's attention is directed to Section 17, "Dust Control," of the Standard Construction Specifications. The Contractor shall be responsible for dust control. The Contractor shall diligently control dust resulting from his operations and from public traffic passing through the work area by the application of water and/or dust palliative. Dust palliative shall conform to Section 17-2, "Dust Palliative," of the Standard Construction Specifications.

The Contractor shall provide dust control at all times including Saturdays, Sundays, and holidays. Whenever the Contractor shall appear negligent in controlling dust, the Contract Manager may direct attention to the existence of a dust hazard and instruct the Contractor to immediately alleviate the dust hazard.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

C.33. CLASS 2 AGGREGATE BASE

Aggregate base shall be Class 2 and shall conform to Section 22-2, "Aggregate Base," of the Standard Construction Specifications, Section 26, "Aggregate Bases," of the State Specifications.

Aggregate base shall be produced from commercial quality aggregate consisting of broken stone, crushed gravel, clean, rough-surfaced gravel and sand, or a combination thereof. The grading of the material shall be three-fourth inch (3/4") maximum. Spreading and compacting shall be performed by methods that will produce a uniform base when firmly and properly compacted free from pockets of coarse or fine material.

Class 2 aggregate base shall be placed, conforming to Detail 4-25 of Details, Standard Drawing in the Standard Construction Specifications, and as directed by the Contract Manager.

Aggregate base that is used to provide temporary access to work areas, driveways, and all other work that is necessary to comply with Section 6-12, "Public Convenience and Safety," of the Standard Construction Specifications and shall be paid for by the Contractor.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

C.34. CONCRETE STRUCTURES

Concrete structures shall consist of PCC Curb Ramps, PCC Curb, Gutter and Sidewalk and Type 4A Curb. All concrete structures shall be constructed in accordance with the details in Appendix D and section 27 of the Sacramento County Construction Standards.

New Concrete shall be sprayed uniformly with a clear curing compound. The material, method, and rate of application shall conform to Section 90-7.01B, "Curing Compound Method," of the State Specifications except that only non-pigmented curing compounds conforming to the requirements of ASTM Designation: C 309, Type 1, Class B, or of AASHTO Designation: M 148, Type 1-D, shall be used.

Should lawn sod removed during excavation operations not be suitable for replacement in its original location due to Contractor negligence, new sod shall be furnished and placed by the Contractor at his expense to the satisfaction of the Contract Manager. The Contract Manager shall determine if new sod shall be required. Yard drain pipes and sprinkler heads and lines shall be protected from damage. Sewer shall also be protected from damage and remain free of debris. Any damage shall be repaired at the Contractor's expense to the satisfaction of the Contract Manager.

The Contractor shall diligently prosecute the work without delays until completion once an existing facility has been disturbed. A facility is defined as one distinct location proposed for improvements. The Contractor shall finish improvements within ten (10) working days per location. The commencement of days will begin when demolition takes place and will end when the facility is complete in place, open for pedestrian traffic, barricades are removed and location is inspected and accepted by the Contract Manager.

PCC Sidewalk

The new back of sidewalk shall match existing concrete driveways and walkways within one-half inch (1/2") without adjusting the cross section. Expansion joints shall be constructed at twenty foot (20') intervals. Control joints and scoring shall match adjacent sidewalk. Boundaries of sidewalk removed shall be saw cut unless directed otherwise by the Contract Manager.

In locations where the existing sidewalk has a cross slope greater than two percent (2%), the contractor shall construct a four foot transition from the existing cross slope to the standard

one and a half percent (1.5%) cross slope. The contractor can match the existing cross slope if the area of the removal and replacement of PCC sidewalk is twelve (12) feet or less.

PCC Curb Ramp

No utility pull box, utility pole, traffic signal pull box, traffic signal pole foundation, or any other facility that is visible on or above the surface of a curb ramp may be located within the area of a curb ramp. For the purpose of these specifications, the area of the curb ramp shall be the area including and bounded by the one-foot (1') wide tactile strip on either side of the inclined portion of the ramp, the curb and gutter section and the curb along the back of sidewalk.

All PCC curb ramps shall be constructed in accordance with this section, the details in Appendix D and all applicable Federal, State and local codes and regulations. Any variations from the details or code requirements must be approved in writing by the Contract Manager, prior to starting demolition.

Sidewalk ramps shall have a three feet by four feet (3'x4') cast in place prefabricated detectable warning surface composed of vitrified polymer including aluminum oxide and shall be "Armor-Tile" or approved equal conforming to Detail 4-23, "Sidewalk Ramp Detail," of the Standard Construction Specifications or approved equal. The detectable warning surface's color shall be yellow.

PCC Curb and Gutter

Expansion joints shall be constructed at twenty foot (20') intervals. Control joints and scoring shall match adjacent curb and gutter. The new back of curb shall match the existing concrete driveways and walkways. Minor adjustments of the height of curb may be required within one-half inch (1/2") without adjusting the cross section.

Measurement and Payment

Remove & Replace PCC Sidewalk (4" thick)

The price paid per square foot for Remove & Replace PCC Sidewalk (4" thick) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing sidewalk, curb and gutter complete in place, including saw cutting, excavation, aggregate base, form work, finishing and curing the concrete, furnishing and placing expansion joint material, and repairing any damage, as specified in these Specifications and the Special Provisions, and as directed by the Contract Manager.

Remove & Replace PCC Sidewalk (6" thick)

The price paid per square foot for Remove & Replace PCC Sidewalk (6" thick) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing sidewalk, curb and gutter complete in place, including saw cutting, excavation, aggregate base, form work, finishing and curing the concrete, furnishing and placing expansion joint material, and repairing any damage, as specified in these Specifications and the Special Provisions, and as directed by the Contract Manager.

Remove and Replace Curb Access Ramp

The Contract unit price paid per square foot for Remove and Replace Curb Access Ramp shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in constructing the sidewalk ramp complete in place, including excavation, placing aggregate base, preparing the subgrade, all form work, finishing and curing the concrete, scoring, dowels, placing the detectable warning surface, as specified in these Specifications and the Special Provisions, and as directed by the Contract Manager.

Remove & Replace Type 1A PCC Curb and Gutter

The Contract unit price paid per lineal foot for Remove & Replace Type 1A PCC Curb and Gutter shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in constructing curb and gutter, complete in place, excavation, aggregate base, including preparing grade, all form work, finishing and curing the concrete, scoring, furnishing and placing dowels and epoxy, curb and gutter testing, and repairing any damage, as specified in these specifications and as directed by the Contract Manager.

Remove & Replace Type 2 PCC Curb and Gutter

The Contract unit price paid per lineal foot for Remove & Replace Type 2 PCC Curb and Gutter shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in constructing curb and gutter, complete in place, excavation, aggregate base, including preparing grade, all form work, finishing and curing the concrete, scoring, furnishing and placing dowels and epoxy, curb and gutter testing, and repairing any damage, as specified in these specifications and as directed by the Contract Manager.

Remove & Replace Type 3 PCC Curb

The Contract unit price paid per lineal foot for Remove & Replace Type 3 PCC Curb and Gutter shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in constructing curb and gutter, complete in place, excavation, aggregate base, including preparing grade, all form work, finishing and curing the concrete, scoring, furnishing and placing dowels and epoxy, curb and gutter testing, and repairing any damage, as specified in these specifications and as directed by the Contract Manager.

Remove & Replace Type 4A PCC Curb

The Contract unit price paid per lineal foot for Remove & Replace Type 4A PCC Curb and Gutter shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in constructing curb and gutter, complete in place, excavation, aggregate base, including preparing grade, all form work, finishing and curing the concrete, scoring, furnishing and placing dowels and epoxy, curb and gutter testing, and repairing any damage, as specified in these specifications and as directed by the Contract Manager.

C.35. AC REPAIR ADJACENT TO CURB/RAMP

Asphalt concrete shall conform to Section 23, "Asphalt Concrete," of the Standard Construction Specifications and these Special Provisions.

Type "A" asphalt concrete shall be used. The paving aggregate shall be one-half inch (1/2") maximum, medium gradation. The paving asphalt shall be viscosity grade PG 64-10 as specified in Section 92, "Asphalts," of the State Specifications.

The minimum pavement replacement section shall consist of a twenty-four inch (24") wide pavement section of three inches (3") Type "A" asphalt concrete over six inches (6") of Class 2 aggregate base.

The contract unit price paid per square foot of AC Repair Adjacent to Curb/Ramp shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in producing, providing, and placing asphalt concrete and aggregate base as specified in the Standard Construction Specifications, these Special Provisions, and as directed by the Contract Manager.

C.36. TREE ROOT TRIM AND BARRIER PLACEMENT

Removal of tree roots shall conform to Section 15, "Clearing and Grubbing," of the Standard Construction Specifications, these Special Provisions, and as directed by the Contract Manager. The Contractor shall remove tree roots where noted in the "Tree Root Trim" section of the "Locations List" found in these Special Provisions.

The Contractor shall retain, at his sole expense, a certified Arborist (issued from the International Society of Arboriculture or approved equal) to provide tree and tree root inspection services. The Arborist shall inspect trees and tree roots when required by the Contractor or the Contract Manager. The Arborist shall provide written tree care and tree root-cutting recommendations for each tree specified.

Tree roots shall be neatly trimmed when recommended by the Arborist and approved by the Contract Manager. Roots shall be neatly trimmed by means of a root cutter and roots greater than two inches in diameter shall be coated with a heavy coat of an approved tree seal compound or shall be as recommended by the Arborist.

Roots shall be removed in such a manner as not to injure adjacent standing trees, plants, and other landscaping which are to be preserved. Hand digging within root zone is required in order to expose roots with minimal damage. The root zone is defined as the area of ground within the dripline of the tree and extending to a depth of 24 inches. Tree roots over 12 inches below grade may be left in place. If severing of roots cannot be avoided, a sharp tool such as pruning shears, loppers, or a handsaw shall be used to produce a clean cut in order to reduce wound size and encourage healing. The Inspector shall observe all root trimming activities. A maximum of 25% of the root mass may be trimmed and treated with root barrier.

Aggregate base shall be compacted around remaining roots to required density.

Install root barrier in accordance with the manufacturer's instruction.

All material shall be removed from the right-of-way and shall become the property of the Contractor. Lawn sod removed during excavation operations which is not suitable for replacement in its original location due to Contractor negligence, shall be replaced with new sod by the Contractor at his expense to the satisfaction of the Contract Manager. The Contract Manager shall determine if new sod shall be required. Yard drain pipes and sprinkler heads and lines located near the existing tree shall be protected from damage. Sewer cleanouts located near the existing tree shall also be protected from damage and remain free of debris. Any damage shall be repaired at the Contractor's expense to the satisfaction of the Contract Manager.

The contract unit price paid per linear foot of Tree Root Trim and Barrier Placement shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in Tree Root Trim and Barrier Placement including but not limited to tree root removal, excavation, and barrier placement and sod replacement as specified in the Standard Construction Specifications, these Special Provisions, or as directed by the Contract Manager.

C.37. SIDEWALK GRINDING

Sidewalk grinding shall provide for the temporary or permanent elimination of a lifted sidewalk, up to one (1) inch in height, on a public sidewalk caused by the vertical displacement of the surface. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Contract Manager, with no change in unit price.

Grinding shall be done by means of a horizontal drum grinder. A vacuum and other applicable measures shall be implemented to minimize dust from the grinding operation. The finished surface shall be to the satisfaction of the Contract Manager.

Payment for Sidewalk Grinding shall be made per lineal foot of sidewalk width, as measured in the field. Payment shall be at the contract unit price bid per lineal foot and shall include all labor and materials involved and no additional payment allowed therefore.

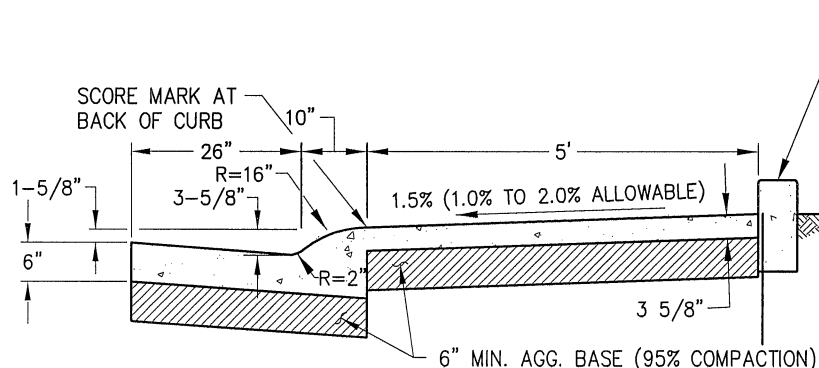
C.38. SIDEWALK CUTTING

Sidewalk cutting shall provide for the temporary or permanent elimination of a lifted sidewalk, up to one (1) inch in height, on a public sidewalk caused by the vertical displacement of the surface. The estimated quantities involved in this section are for bidding purposes only. The quantity may be extended, reduced or deleted at the discretion of the Contract Manager, with no change in unit price.

Cutting shall be done by means of a hand-held electric powered equipment, capable of cutting at any angle and able to remove the concrete completely to all edges of the trip hazard and around objects that may be encountered. A vacuum and other applicable measures shall be implemented to minimize dust from the cutting operation. The finished surface shall be to the satisfaction of the Contract Manager.

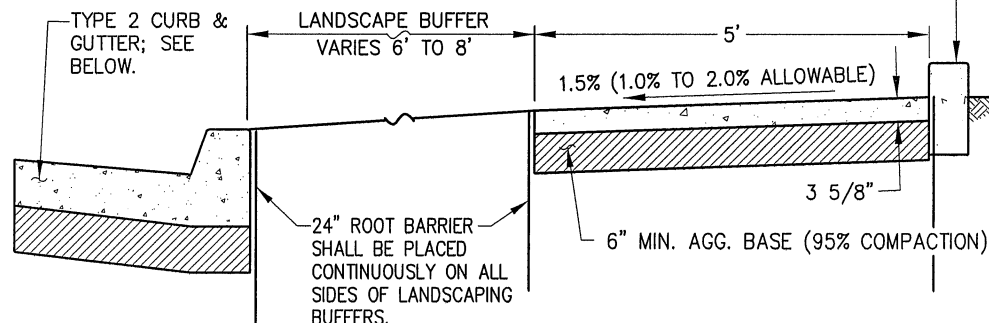
Payment for Sidewalk Cutting shall be made per inch-foot of sidewalk width, as measured in the field. Payment shall be at the contract unit price bid per inch-foot and shall include all labor and materials involved and no additional payment allowed therefore. (Method of Measurement of Payment – See Appendix D)

APPENDIX D
STANDARD DETAILS

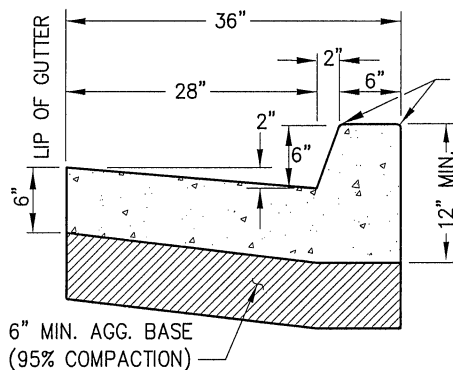


**TYPE 1A CURB & GUTTER
WITH ATTACHED SIDEWALK**

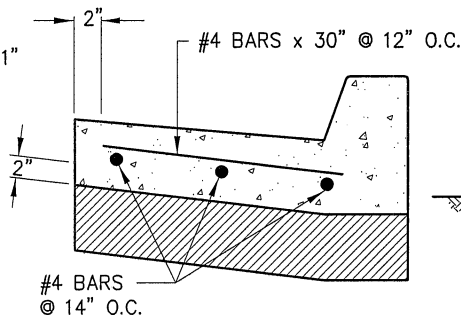
INSTALL TYPE 3 OR TYPE 4 CURB IF ABUTTING PARKING AREA OR LANDSCAPING (EXCEPT LAWN AREA). SEE DWG. 4-33.
USE ROOT BARRIER ALONG BACK OF SIDEWALK FOR A LENGTH OF TWENTY FEET WHERE TREE TRUNK IS WITHIN FIVE FEET OF SIDEWALK.



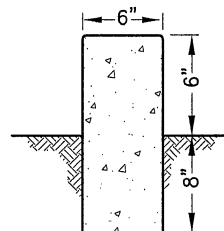
**BIFURCATED SIDEWALK WITH
TYPE 2 CURB & GUTTER**



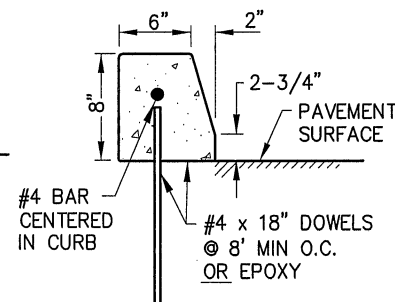
TYPE 2



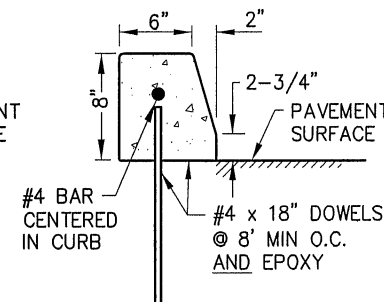
TYPE 2 REINFORCED



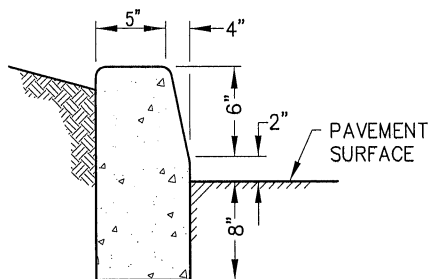
TYPE 3



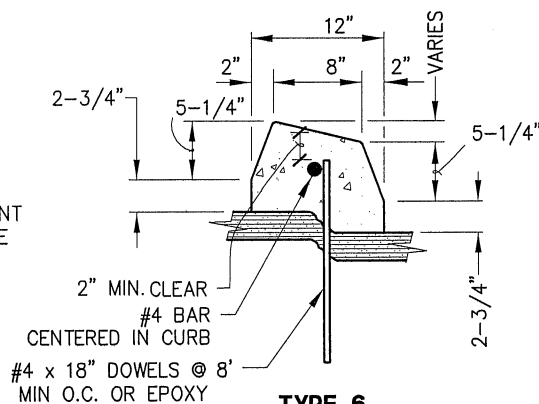
TYPE 4



TYPE 4A



TYPE 5



TYPE 6

NOTES:

- SEE SECTION 27-3.01 OF STANDARD CONSTRUCTION SPECIFICATIONS FOR REQUIREMENT FOR EXPANSION JOINTS, WEAKENED PLANE JOINTS AND SCORE MARKS. 1/2" RADIUS ON EXPOSED EDGES UNLESS NOTED OTHERWISE.
- SEE DRAWING 4-31 FOR ADDITIONAL MEDIAN CURB DETAILS.

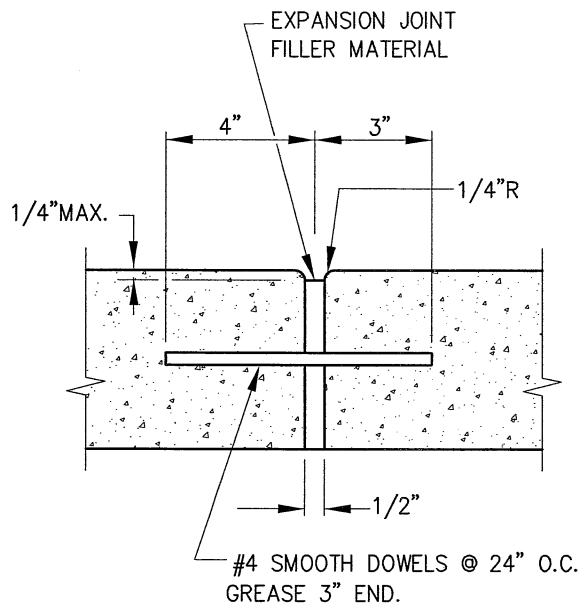
[Signature]
CHIEF, DEPT. OF TRANSPORTATION

**COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY**

**SIDEWALK
CURB & GUTTER
SECTIONS**

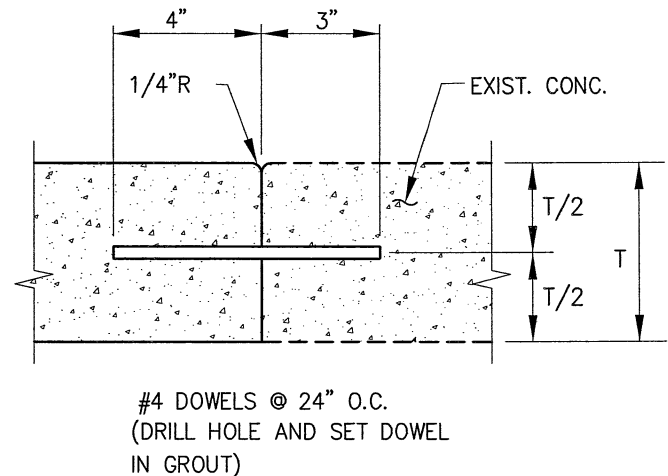
SCALE: NONE
DATE: 07/20/09
DRAWN BY: B.R. & TRU P.

4-30



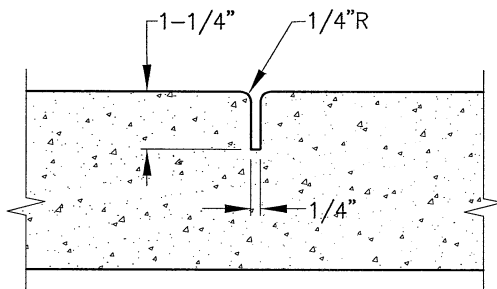
EXPANSION JOINT

USE AT 60' ON CENTER IN SIDEWALK CURB & GUTTER, MEDIAN CURBS, & MEDIAN FLATWORK. ALSO USE AT MAJOR CORNER RETURNS, SIDES OF RAMPS, DRIVEWAYS & LOCATIONS SHOWN ON PLANS & AS SPECIFIED IN SPECIFICATIONS.

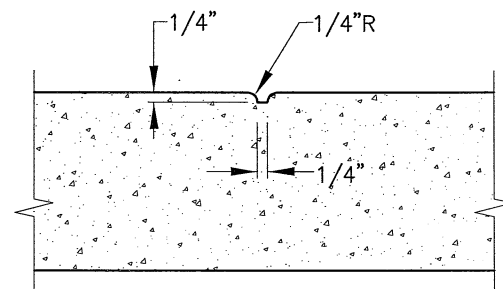


SIDEWALK CONTACT JOINT

USE WHERE NEW CONSTRUCTION OF SIDEWALK, RAMP AND/OR CURB & GUTTER ABUTTS EXISTING IMPROVEMENTS.



WEAKENED PLANE JOINT



SCORE MARK

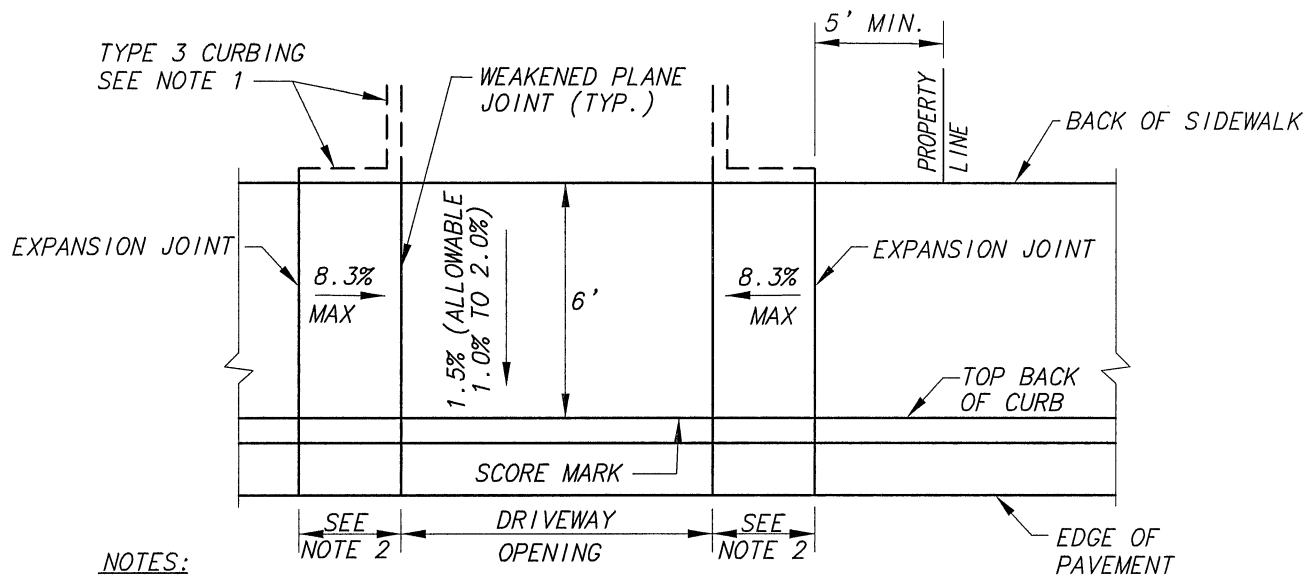
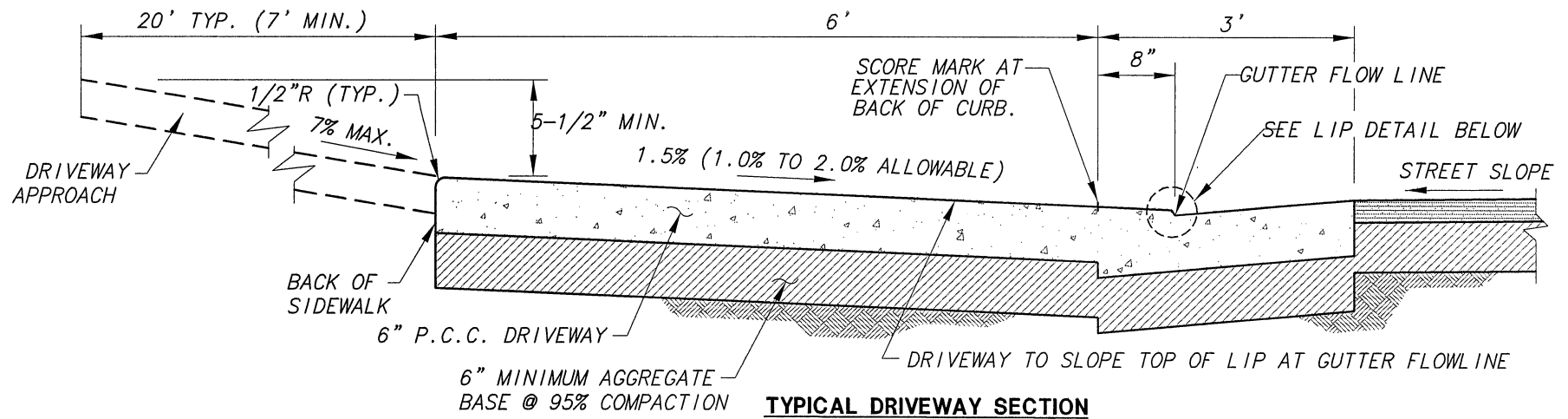

CHIEF, DEPT. OF TRANSPORTATION

COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY

CONCRETE
JOINT DETAILS

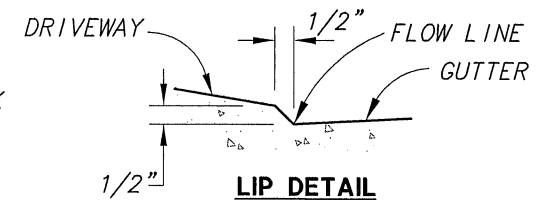
SCALE: NONE
DATE: 07/18/08
DRAWN BY: TRU P.

4-32

**NOTES:**

1. TYPE 3 CURBING ON SITE SHALL EXTEND TO WHERE THE DRIVEWAY APPROACH IS A MINIMUM OF FOUR INCHES ABOVE THE BACK OF SIDEWALK ELEVATION AT THE DRIVEWAY.
2. SEE DRAWING 4-51 FOR APPROX. LENGTH OF INCLINED PORTION OF DRIVEWAY.

USE OF THIS DRAWING IS RESTRICTED TO LOCATIONS APPROVED TO BE BUILT WITH ATTACHED SIDEWALK. ATTACHED SIDEWALK MAY ONLY BE USED ON MINOR RESIDENTIAL AND PRIMARY RESIDENTIAL STREETS, OR ALONG INFILL PROJECTS WITH WRITTEN APPROVAL OF THE DIRECTOR OF COUNTY ENGINEERING OR THE DIRECTOR OF TRANSPORTATION.



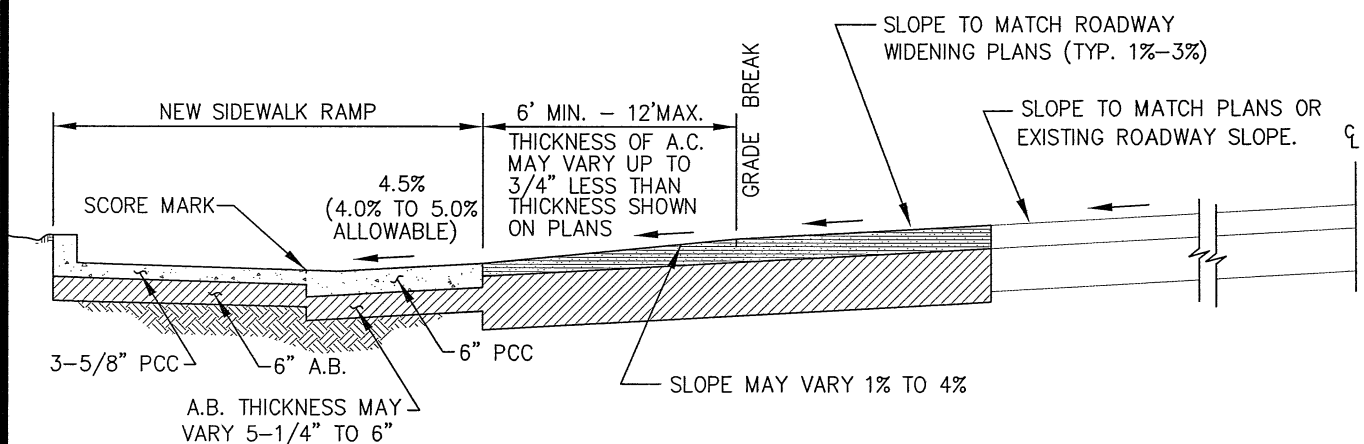
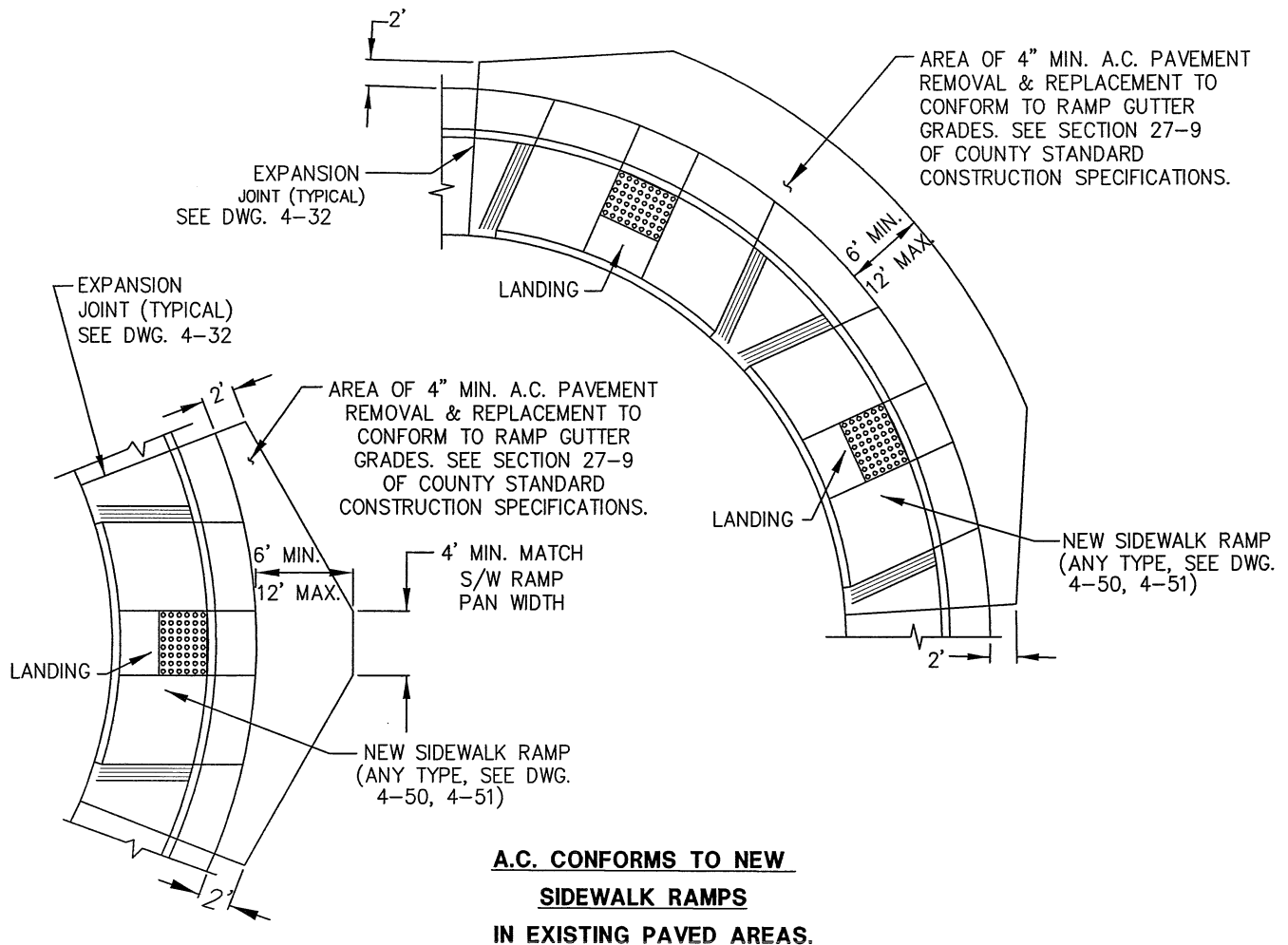
[Signature]
CHIEF, DEPT. OF TRANSPORTATION

**COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY**

TYPE A DRIVEWAY

SCALE: NONE
DATE: 07/21/2009
DRAWN BY: B.R.

4-A-35



A.C. CONFORMS TO NEW SIDEWALK RAMPS WITH PAVEMENT WIDENING OR ROADWAY CONSTRUCTION

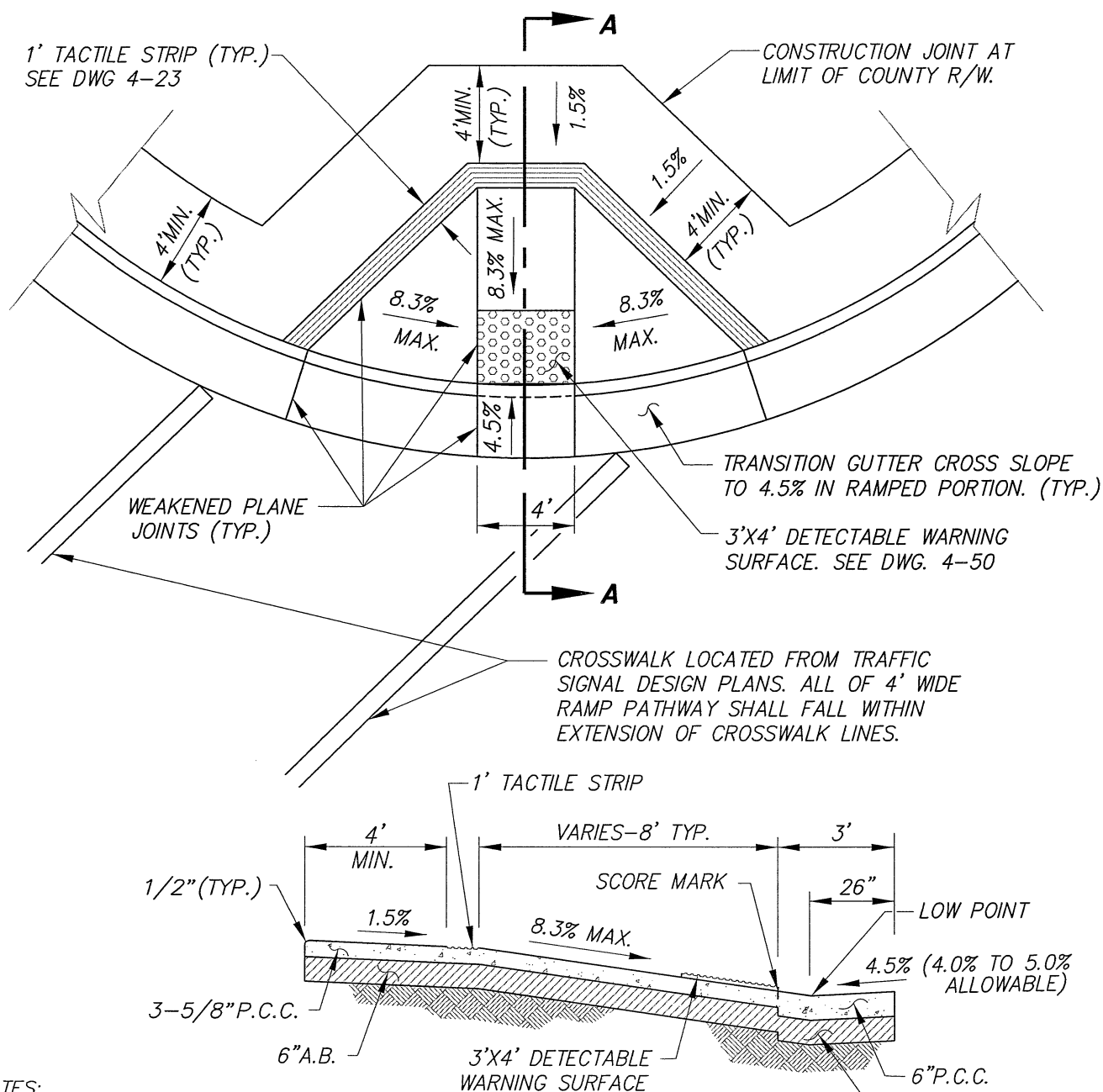
[Signature]
CHIEF, DEPT. OF TRANSPORTATION

**COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY**

**SIDEWALK RAMP INSTALLATION
DETAIL - AC CONFORMS
IN EXISTING PAVEMENT**

SCALE: NONE
DATE: 01/09/09
DRAWN BY: TRU P. & B.R.

4-49



NOTES:

1. USE OF THIS DETAIL WITHIN COUNTY REQUIRES ADDITIONAL AREA OF COUNTY R/W OR SIDEWALK EASEMENT
2. SEE DWG. 4-50 FOR FINISH & MATERIAL REQUIREMENTS.
3. SEE DWG. 4-A-53 FOR RAMP PLACEMENT REQUIREMENTS. IF TWO RAMPS OF THIS DESIGN ARE TO BE LOCATED ON ONE CORNER, RAMPS SHALL BE A MINIMUM OF 5' APART AT BACK OF CURB.
4. NO PULL BOX, UTILITY VAULT, UTILITY POLE, MANHOLE, TRAFFIC SIGNAL POLE, OR SIMILAR APPURTENANCE SHALL BE LOCATED WITHIN SIDEWALK RAMP AREA.
5. IT IS DESIREABLE TO LOCATE ALL DRAIN INLETS OUT OF SIDEWALK RAMP AREA. USE OF DRAIN INLET WITHIN RAMP AREA REQUIRES SPECIAL DESIGN OF INLETS.
6. SEE DWG. 4-A-30 FOR SIDEWALK GRADE TOLERANCE.

USE OF THIS DRAWING IS RESTRICTED TO LOCATIONS APPROVED TO BE BUILT WITH ATTACHED SIDEWALK. ATTACHED SIDEWALK MAY ONLY BE USED ON MINOR RESIDENTIAL AND PRIMARY RESIDENTIAL STREETS, OR ALONG INFILL PROJECTS WITH WRITTEN APPROVAL OF THE DIRECTOR OF COUNTY ENGINEERING OR THE DIRECTOR OF TRANSPORTATION.

SECTION A-A

N.T.S.

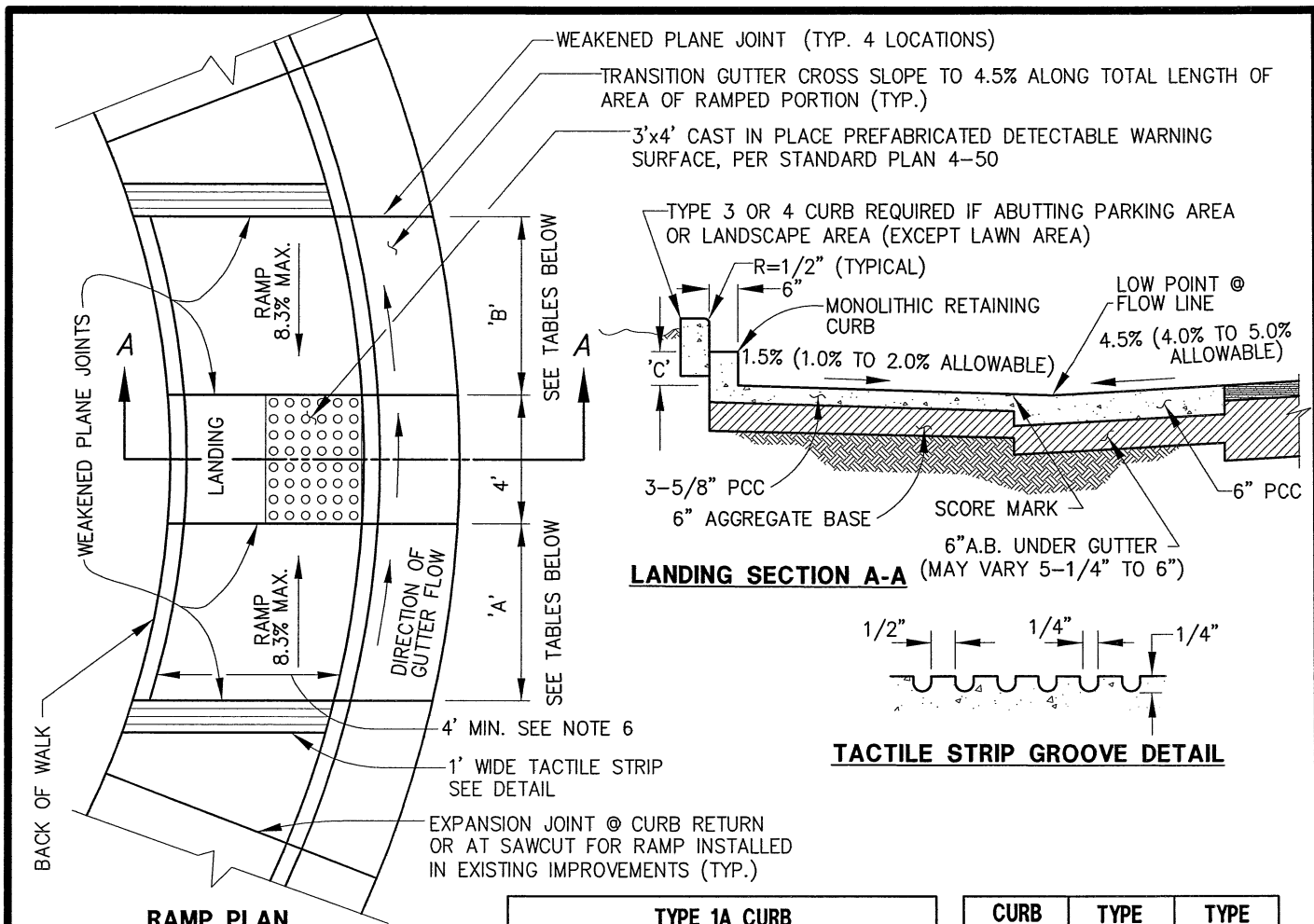
CHIEF, DEPT. OF TRANSPORTATION

COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY

SIDEWALK RAMP DETAIL
FOR PLAZA AREAS

SCALE: NONE
DATE: 07/21/09
DRAWN BY: TRU P.

4-A-50



TYPE 2 CURB			
SLOPE OF GUTTER		APPROX. RAMP LENGTH	
FROM (%)	TO (%)	A	B
0.5%	1.0%	7'-6"	6'-0"
1.0%	1.5%	8'-0"	6'-0"
1.5%	1.8%	8'-6"	5'-6"
1.8%	2.1%	9'-0"	5'-6"
2.1%	2.7%	10'-0"	5'-0"
2.7%	3.2%	11'-0"	5'-0"
3.2%	3.7%	12'-6"	4'-6"
3.7%	4.1%	14'-0"	4'-6"
4.1%	4.7%	15'-0"	4'-6"
> 4.7%		SEE NOTE #4	

TYPE 1A CURB			
SLOPE OF GUTTER		APPROX. RAMP LENGTH	
FROM (%)	TO (%)	A	B
0.5%	1.0%	4'-6"	4'-0"
1.0%	1.7%	5'-0"	3'-6"
1.7%	2.2%	5'-6"	3'-6"
2.2%	2.7%	6'-0"	3'-0"
2.7%	3.1%	6'-6"	3'-0"
3.1%	3.4%	7'-0"	3'-0"
3.4%	3.7%	7'-6"	3'-0"
3.7%	3.9%	8'-0"	3'-0"
3.9%	4.3%	9'-0"	3'-0"
4.3%	5.0%	10'-0"	2'-6"
5.0%	6.0%	15'-0"	2'-6"
> 6.0%		SEE NOTE #4	

CURB TYPE	TYPE 1A	TYPE 2
DIM 'C' *	3-5/8"	6"

* OR AS NEEDED TO MATCH EXISTING ON SITE IMPROVEMENTS, 8" MAX.

NOTES:

- DIMENSION 'A' IS THE LENGTH OF THE INCLINED PORTION OF THE RAMP THAT SLOPES IN THE SAME DIRECTION AS THE FLOW OF THE GUTTER.
- DIMENSION 'B' IS THE LENGTH OF THE INCLINED PORTION OF THE RAMP THAT SLOPES IN THE OPPOSITE DIRECTION AS THE FLOW OF THE GUTTER.
- RAMPS SHALL HAVE A HEAVY BROOM FINISH TRANSVERSE TO THEIR SLOPE.
- REQUIRES SPECIAL DESIGN APPROVAL BY THE CHIEF OF THE DEPARTMENT OF TRANSPORTATION.
- NO PULL BOX, UTILITY VAULT, UTILITY POLE, TRAFFIC SIGNAL POLE, MANHOLE, OR SIMILAR APPURTENANCE SHALL BE LOCATED WITHIN SIDEWALK RAMP AREA.
- FOR CURB RETURNS WITH 4' SIDEWALK SEE DRAWING 4-54.

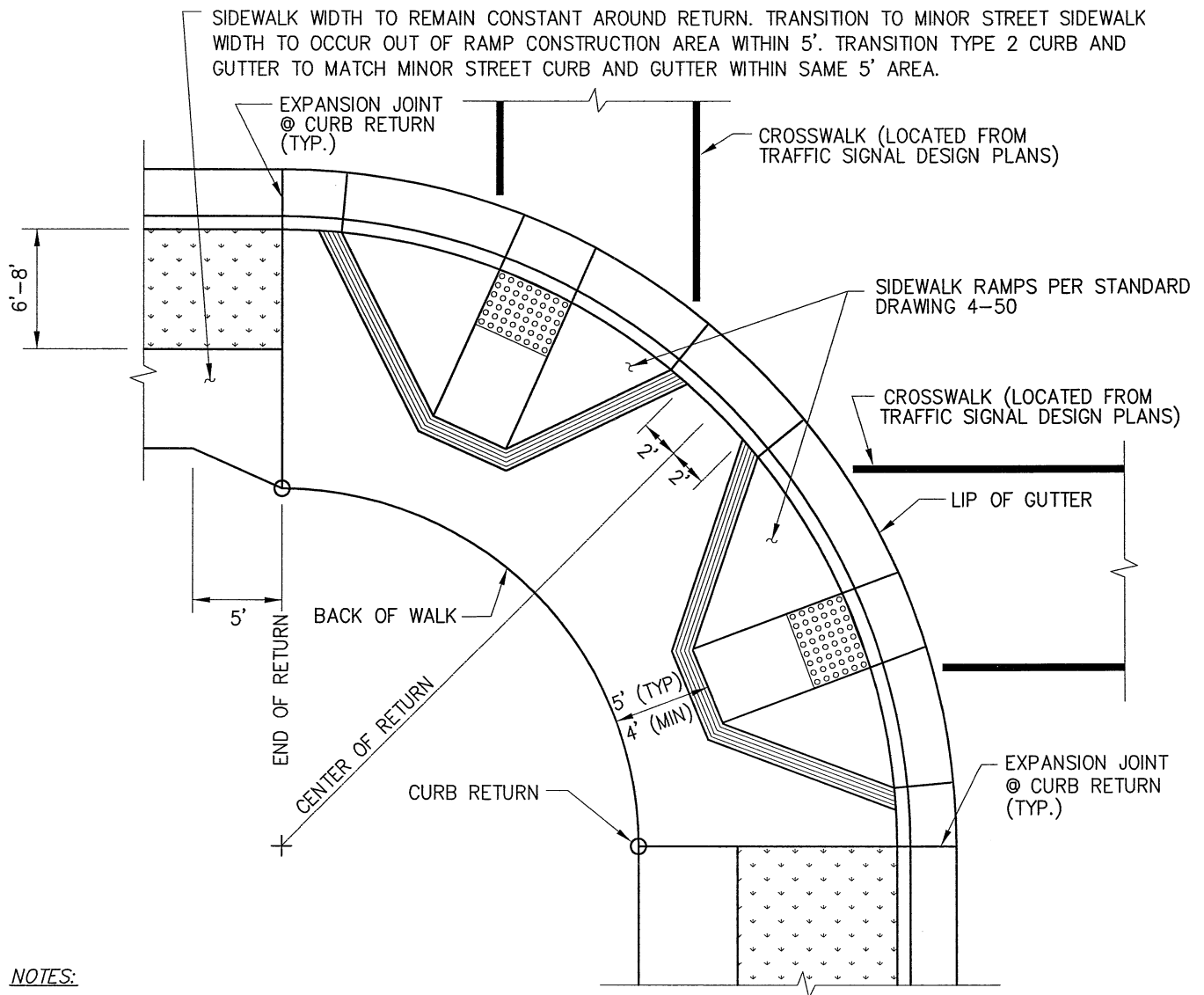
CHIEF, DEPT. OF TRANSPORTATION

COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY

SIDEWALK RAMP DETAILS
PARALLEL STYLE

SCALE: NONE
DATE: 07/28/09
DRAWN BY: TRU P. & B.R.

4-51

NOTES:

1. AT INTERSECTIONS WITH ARTERIALS AND/OR THOROUGHFARES, THE CORNER RETURNS SHALL HAVE TWO (2) RAMPS AS SHOWN. EXCEPTIONS SEE NOTES 4 & 5.
2. AT INTERSECTIONS WITH NO ARTERIAL OR THOROUGHFARE STREET, SINGLE RAMPS AT THE CENTER OF THE RETURNS MAY BE USED. SEE STANDARD DRAWINGS 4-53, 4-54, 4-56, 4-57.
3. FULL WIDTH OF RAMP SHALL BE LOCATED WITHIN THE EXTENSION OF THE ASSOCIATED CROSSWALK STRIPES, WHERE STRIPED CROSSWALKS EXIST.
4. ON STREETS WITH A CONTINUOUS RAISED MEDIAN ACROSS THE INTERSECTION, A SINGLE SIDEWALK RAMP IS TO BE INSTALLED ON EACH CORNER AT THE CENTER OF RETURN.
5. FOR CORNERS WITH TWO STRIPED CROSSWALKS AND WITH OBSTRUCTIONS THAT PREVENT THE CONSTRUCTION OF TWO STANDARD RAMPS, A SINGLE SIDEWALK RAMP MAY BE INSTALLED CENTERED IN THE TWO CROSSWALKS. THE WIDTH OF RAMP IS TO BE 6'. THE WARNING SURFACE MATERIAL SHALL BE THREE FEET BY SIX FEET. USE OF THIS OPTION REQUIRES PRIOR WRITTEN APPROVAL BY CHIEF OF THE DEPARTMENT OF TRANSPORTATION.


CHIEF, DEPT. OF TRANSPORTATION

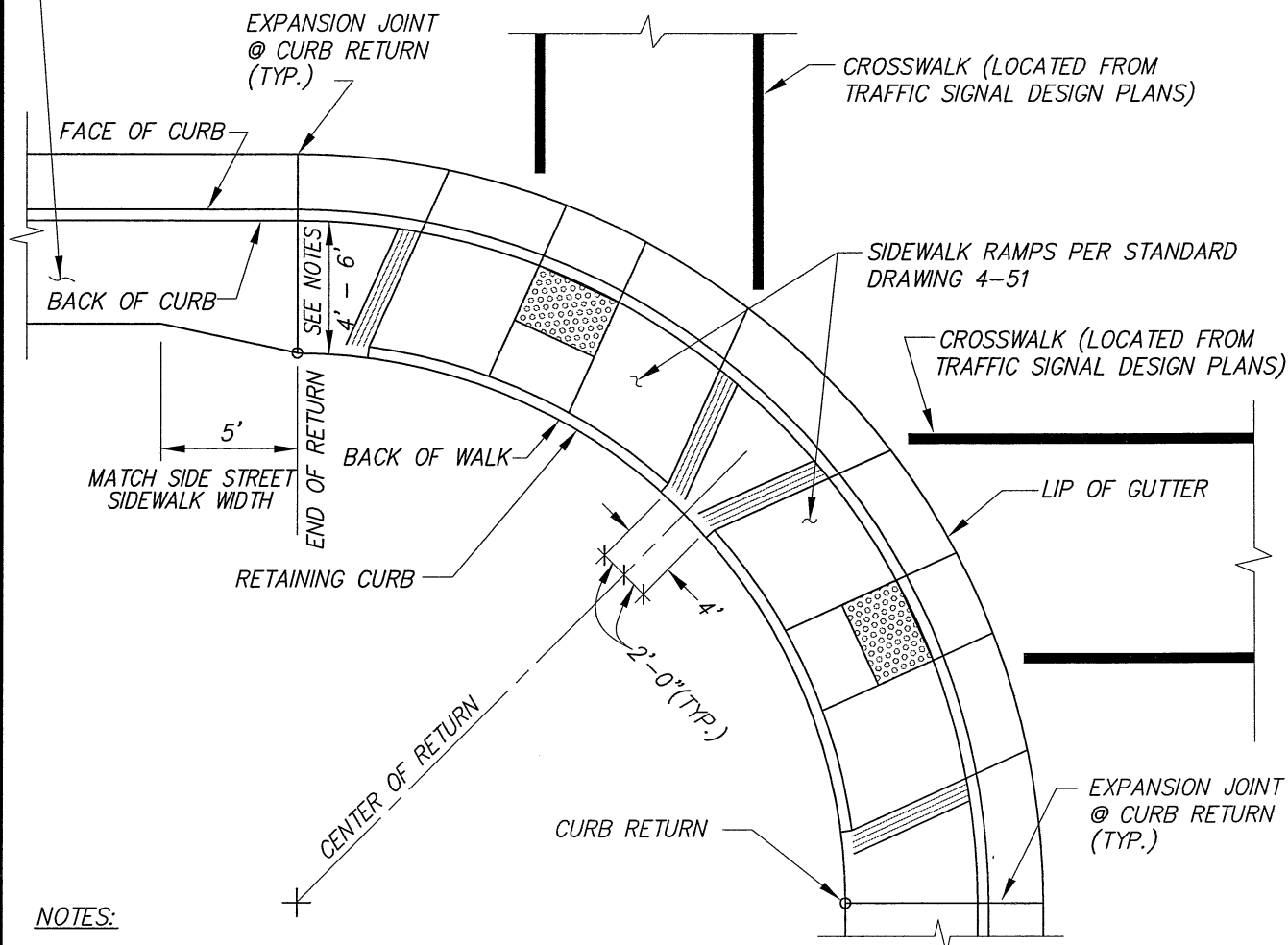
**COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY**

**SIDEWALK RAMP
PLACEMENT
MAJOR STREET INTERSECTION**

SCALE: NONE
DATE: 04/02/2009
DRAWN BY: B.R. & TRU P.

4-52

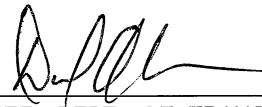
SIDEWALK WIDTH TO REMAIN CONSTANT AROUND RETURN. TRANSITION TO MINOR STREET SIDEWALK WIDTH TO OCCUR OUT OF RAMP CONSTRUCTION AREA WITHIN 5'. TRANSITION TYPE 2 CURB AND GUTTER TO MATCH MINOR STREET CURB AND GUTTER WITHIN SAME 5' AREA.



NOTES:

1. AT INTERSECTIONS HAVING A STREET WITH A RIGHT-OF-WAY WIDTH OF 80 FEET OR GREATER, THE CORNER RETURNS SHALL HAVE TWO (2) RAMPS AS SHOWN, AND TYPE 2 CURB & GUTTER AROUND THE RETURNS, AND SIDEWALK WIDTH SHALL BE 6' AROUND THE RETURNS. EXCEPTIONS - SEE NOTES 5 & 6.
2. AT INTERSECTIONS WITH NO MAJOR (84, 108, OR 130 FOOT) STREET, A SINGLE RAMP AT THE CENTER OF THE RETURNS AND TYPE 1 OR 1A CURB & GUTTER MAY BE USED. SIDEWALK WIDTH AROUND RETURNS SHALL BE 4' FOR INTERSECTIONS OF STREETS WITH SINGLE FAMILY RESIDENTIAL DEVELOPMENT.
3. THE PLANS SHALL SHOW THE CORRECT NUMBER & LOCATION OF RAMPS ON EACH CORNER.
4. FULL WIDTH OF RAMP PAN (THE FULLY DEPRESSED PORTION OF RAMP) SHALL BE LOCATED WITHIN THE EXTENSION OF THE ASSOCIATED CROSSWALK STRIPES, WHERE CROSSWALKS EXIST.
5. ON MAJOR STREETS (AS DEFINED IN NOTE #1 ABOVE) WITH A CONTINUOUS RAISED MEDIAN ACROSS THE INTERSECTION, A SINGLE STANDARD SIDEWALK RAMP IS TO BE INSTALLED. LOCATE RAMP AT CENTER OF RETURN.
6. FOR CORNERS WITH TWO STRIPED CROSSWALKS AND WITH OBSTRUCTIONS THAT PREVENT THE CONSTRUCTION OF TWO STANDARD RAMPS, A SINGLE SIDEWALK RAMP MAY BE INSTALLED CENTERED IN THE TWO CROSSWALKS. THE WIDTH OF RAMP PAN (THE FULLY DEPRESSED PORTION OF RAMP) IS TO BE 6'. THE WARNING SURFACE MATERIAL SHALL BE THREE FEET BY SIX FEET. USE OF THIS OPTION REQUIRES PRIOR WRITTEN APPROVAL BY CHIEF OF THE DEPARTMENT OF TRANSPORTATION.

USE OF THIS DRAWING IS RESTRICTED TO LOCATIONS APPROVED TO BE BUILT WITH ATTACHED SIDEWALK. ATTACHED SIDEWALK MAY ONLY BE USED ON MINOR RESIDENTIAL AND PRIMARY RESIDENTIAL STREETS, OR ALONG INFILL PROJECTS WITH WRITTEN APPROVAL OF THE DIRECTOR OF COUNTY ENGINEERING OR THE DIRECTOR OF TRANSPORTATION.

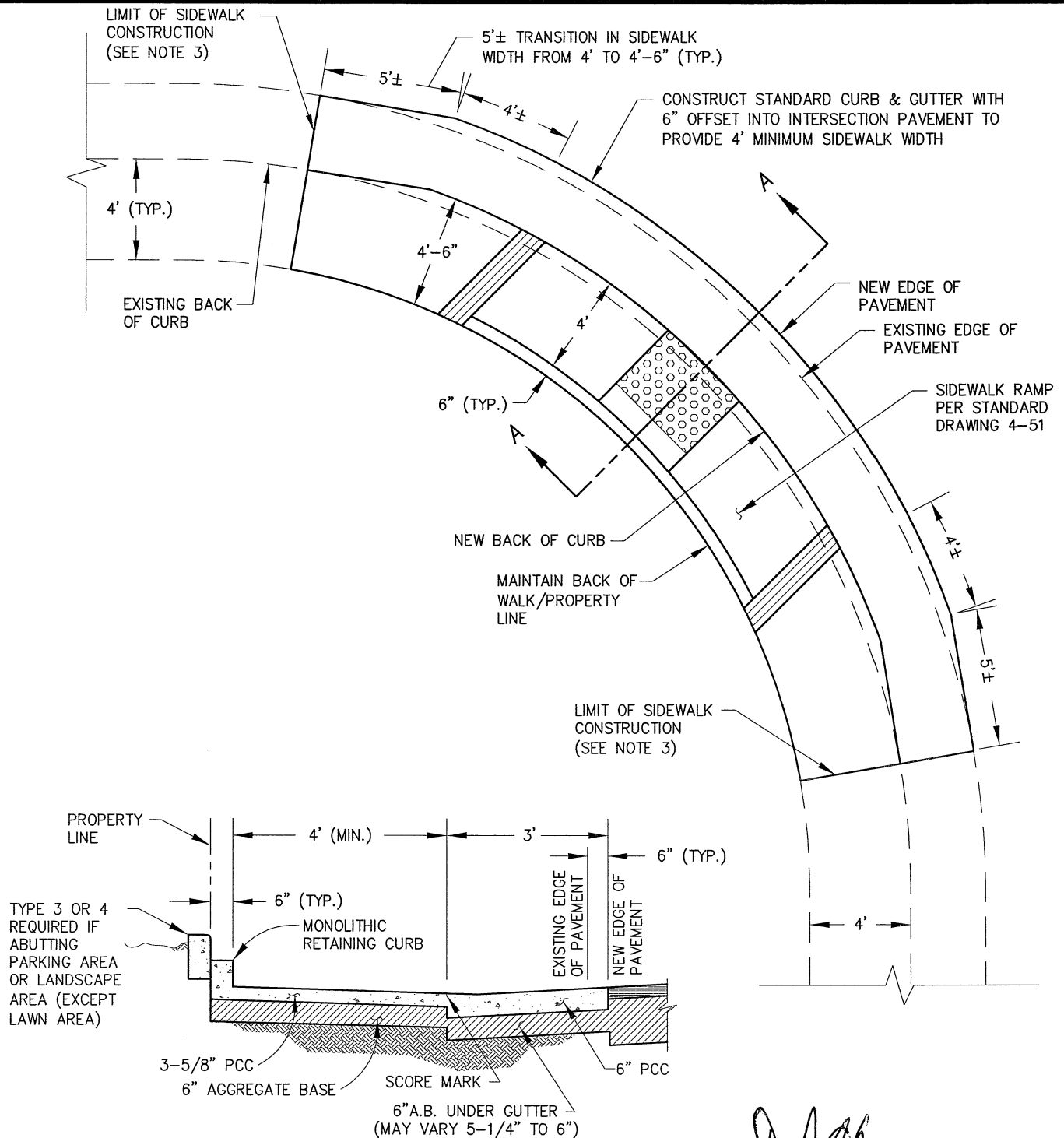

CHIEF, DEPT. OF TRANSPORTATION

**COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY**

SIDEWALK RAMP PLACEMENT

SCALE: NONE
DATE: 07/21/09
DRAWN BY: TRU P.

4-A-52

**NOTES:**

1. RAMPS SHALL HAVE A HEAVY BROOM FINISH TRANSVERSE TO THEIR SLOPE.
2. NO PULL BOX, UTILITY VAULT, UTILITY POLE, TRAFFIC SIGNAL POLE, MANHOLE, OR SIMILAR APPURTENANCE SHALL BE LOCATED WITHIN SIDEWALK RAMP AREA.
3. REMOVE AND REPLACE SIDEWALK TO NEAREST JOINT (CONSTRUCTION, EXPANSION, OR WEAKENED PLANE). DOWELL TO EXISTING PER DRAWING 4-32.
4. ASPHALT CONCRETE RECONSTRUCTION ALONG NEW RAMP SHALL CONFORM TO DRAWING 4-49.
5. USE THIS DETAIL WHERE CURB EXTENSION (STANDARD DRAWING 4-53) IS NOT USED WITH PERMISSION OF DIRECTOR OF COUNTY ENGINEERING.

LANDING SECTION A-A

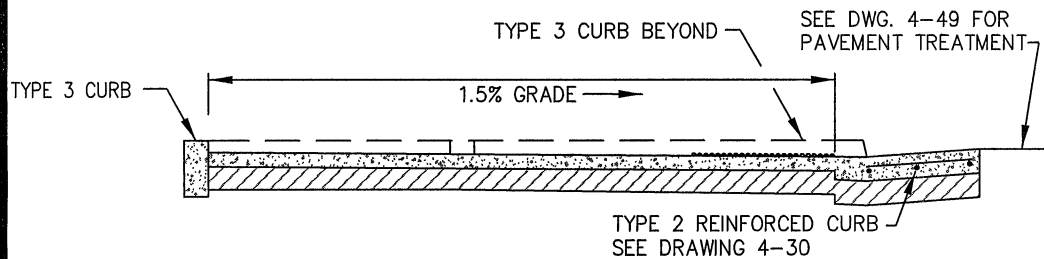
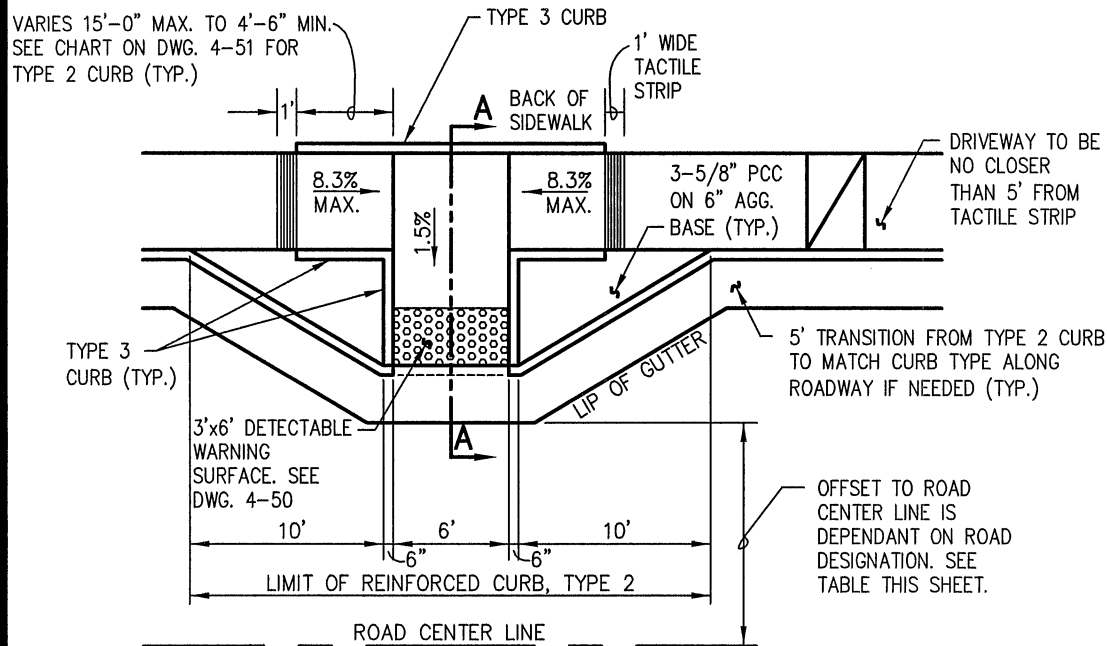
[Signature]
CHIEF, DEPT. OF TRANSPORTATION

**COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY**

**SIDEWALK RAMP DETAILS
FOR RETROFIT OF EXISTING
4' WIDE SIDEWALKS**

SCALE: NONE
DATE: 04/21/09
DRAWN BY: B.R.

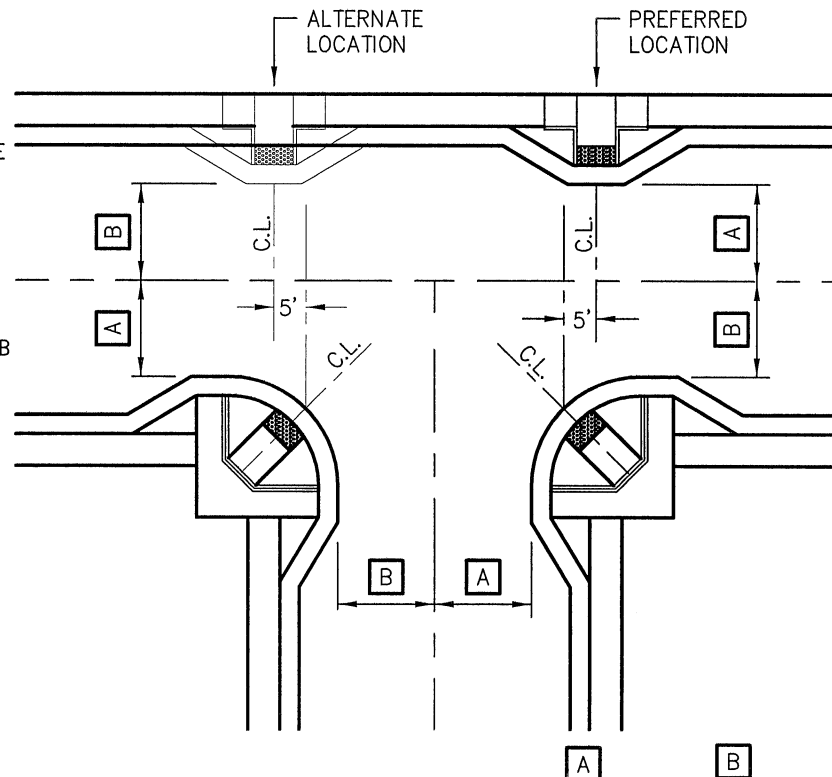
4-54



SECTION 'A-A'
NO SCALE

USE OF THIS DRAWING IS RESTRICTED TO LOCATIONS APPROVED TO BE BUILT WITH ATTACHED SIDEWALK. ATTACHED SIDEWALK MAY ONLY BE USED ON MINOR RESIDENTIAL AND PRIMARY RESIDENTIAL STREETS, OR ALONG INFILL PROJECTS WITH WRITTEN APPROVAL OF THE DIRECTOR OF COUNTY ENGINEERING OR THE DIRECTOR OF TRANSPORTATION.

CHIEF, DEPT. OF TRANSPORTATION



STREET DESIGNATION	APPROACH OFFSET	DEPARTURE OFFSET
MAJOR COLLECTOR	22'	22'
COLLECTOR	15'	15'
MINOR RESIDENTIAL AND PRIMARY RESIDENTIAL	11'	13'

SEE DWG. 4-53 FOR TYPICAL CORNER EXTENSION DESIGN.

**COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY**

SIDEWALK RAMPS AT "T" INTERSECTIONS FOR RESIDENTIAL STREETS & COLLECTOR STREETS

SCALE: NONE
DATE: 07/30/09
DRAWN BY: G. C. & B.R.

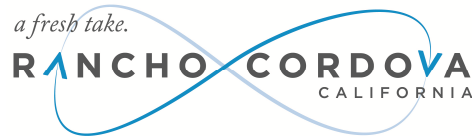
4-A-56

MEMORANDUM

DATE: March 16, 2015

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Senior Engineer
Public Works Department



SUBJECT: ANNEXATION OF RIVERGATE SHOPPING CENTER TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE)

RECOMMENDATION

Adopt Resolution No. 27-2015.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. 27-2015 approves Annexation Map. No. 16 for the Rivergate Shopping Center to Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) (hereinafter "CFD No. 2008-1"). There is no financial impact to existing residents.

BACKGROUND

On October 6, 2008, the City adopted a resolution of intention to establish a Community Facilities District (CFD) and Future Annexation Area for Citywide street lighting and road maintenance services. On November 17, 2008, the City adopted the resolution forming the CFD No. 2008-1 pursuant to the Mello-Roos Community Facilities Act of 1982 (State of California Government Code Section 5311 et seq.) (the "Act"). The action defining the Future Annexation Area for the District provided for a more efficient process for the annexation of property when the property owners have provided for their unanimous consent. Defining the Future Annexation Area provided the resolution of intention, noticing, and public hearing for the entire Future Annexation Area so these steps do not need to be repeated for each annexation.

The annexation process for projects within the Future Annexation Area has been simplified to receiving a petition and waiver from the property owner(s), the City Council approving the Annexation Boundary Map by resolution, followed by the recording of the Boundary Map and Notice of Special Tax Lien by the City Clerk.

DISCUSSION

The Project included in this action was conditioned to annex to CFD No. 2008-1 to provide funding for maintenance services including the maintenance, repair, replacement and lighting of public streets and roads and appurtenant facilities in the public right of way. On February 25, 2015, the property owner signed a unanimous approval of the annexation to CFD No. 2008-1. Adoption of the attached resolution approves Annexation Map No.16 for the project and directs the Clerk to execute and record the Map and Notice of Special Tax Lien for the project.

The maximum annual special tax that will be levied on the project is based on the per square foot rates identified in the Rate and Method of Apportionment, ranging from \$0.04 per square foot for industrial buildings, \$0.10 per square foot for office buildings to \$0.11 per square foot for commercial buildings (in FY 14/15 dollars). The annual tax will escalate annually based on the construction cost index in Engineering News Record.

ATTACHMENT

Resolution 27-2015 including Exhibits.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 27-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE BOUNDARY MAP FOR THE RIVERGATE SHOPPING CENTER
PROJECT ANNEXATION TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES
DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE), ORDERING THE
ANNEXATION, AUTHORIZING THE SPECIAL TAX LEVY, AND DIRECTING RECORDING
OF NOTICE OF SPECIAL TAX LIEN**

WHEREAS, On May 19, 2014 the City Council adopted Resolution No. 32-2014 approving a Tentative Subdivision Map for the Rivergate Shopping Center, Project No. DD-8419 (the "Project"). The Subdivision Map creates a total of nine parcels. Seven of the parcels have existing buildings and two parcels for new commercial buildings, including one parcel for the construction of a 5,574 square foot multi-tenant commercial building and another parcel for the construction of a Chick-fil-A restaurant with a drive thru. Condition No. 7 of Resolution No. 32-2014 requires the property owner/applicant to participate in the provision of funding to provide fair share maintenance of any existing and all new public improvements associated with the project; and

WHEREAS, On October 6, 2008, the City adopted Resolution No. 108-2008 declaring its intention to establish Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) (the "District") and Future Annexation Area for maintenance of street lighting and road maintenance services. On November 17, 2008, the City adopted Resolution No. 129-2008 forming CFD No. 2008-1 pursuant to the Mello-Roos Community Facilities Act of 1982 (State of California Government Code Section 5311 et seq.) (the "Act"); and

WHEREAS, the action defining the Future Annexation Area for the District provided for a more efficient process for the annexation of property when the property owners have provided for their unanimous consent such that the annexation process for projects within the Future Annexation Area has been reduced to receiving a petition, consent and waiver from the property owner(s); and

WHEREAS, on February 25, 2015, the property owner executed a unanimous approval form which irrevocably consents to and votes in favor of the annexation of the property to the District and the levy of the special tax on the property to finance the services of the CFD in accordance with the Rate and Method of the District; and

WHEREAS, in the case of annexation proceedings, pursuant to Streets and Highways Code Section 3110.5 a separate map of the area proposed to be annexed is required to be prepared and adopted; and

WHEREAS, City staff has caused to be prepared Annexation Map No. 16 for the property known as Rivergate Shopping Center, **EXHIBIT A** attached hereto, for the annexation of the property CFD No. 2008-1 (Street Lighting and Road Maintenance).

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

Section 1. The above recitals are true and correct, and the Council so finds and determines.

Section 2. Council approves Annexation Map No. 16 and finds and determines that the territory shown in the Annexation Map is hereby added to and made a part of the District with full legal effect;

Section 6. The City Clerk is directed to execute and record Annexation Map No. 16 in the office of the County Recorder of Sacramento County not later than 15 days after the adoption of this resolution;

Section 8. The City Council finds and determines that a special tax shall be levied within the Territory to be annexed and which special tax shall be the same as the tax to be levied within the District. Collection of said tax shall commence in Fiscal Year 2016-17, and the rate and method of apportionment of said tax shall be as set forth in the Resolution of Formation of the District.

Section 9. The City Clerk is directed to execute and record a Notice of Special Tax Lien in substantially the same form as shown in **EXHIBIT B** attached hereto, in the office of the County Recorder of Sacramento County not later than 15 days after recordation of the Annexation Map No. 16.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2015, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

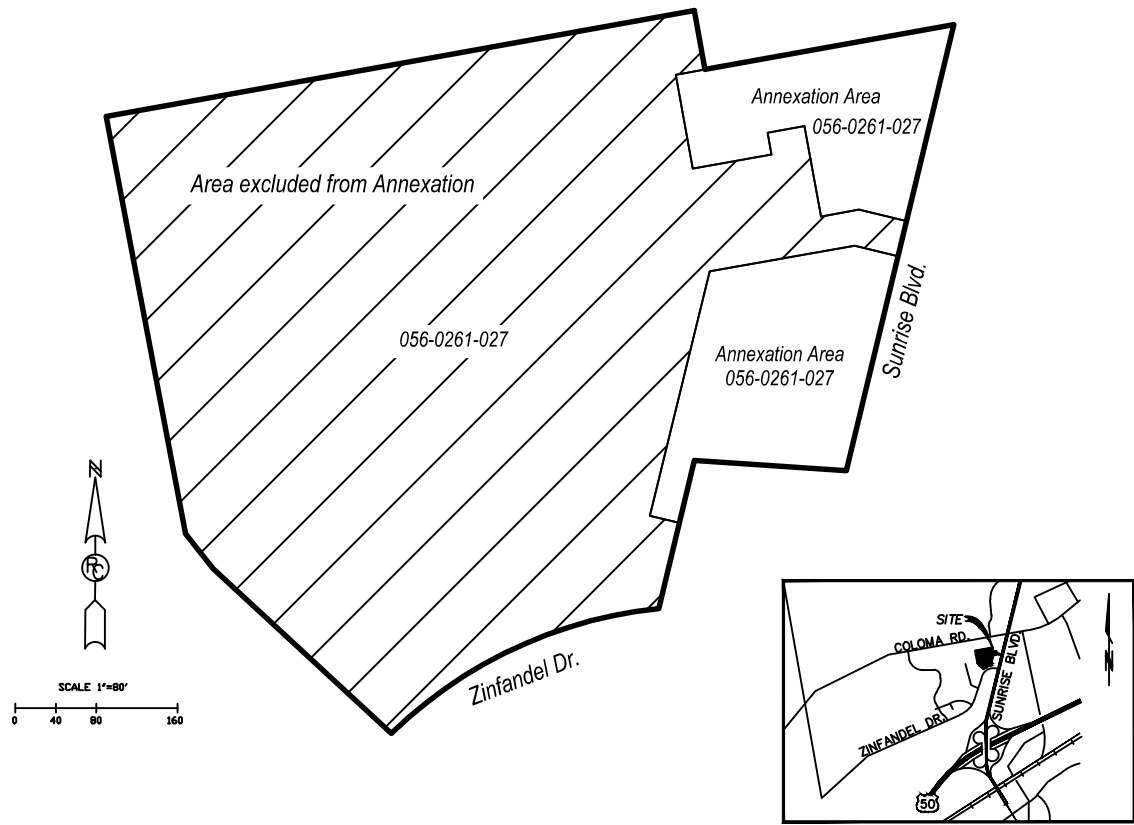
ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

ANNEXATION MAP NO. 16
RIVERGATE SHOPPING CENTER
COMMUNITY FACILITIES DISTRICT No. 2008-1
(STREET LIGHTING AND ROAD MAINTENANCE)
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
MARCH 2015 SHEET 1 OF 1



CLERK'S MAP STATEMENT

I HEREBY STATE THAT THE AREA SHOWN ON THIS MAP OF PROPOSED ANNEXATION TO COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE), CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULAR MEETING THEREOF, HELD ON THE 6th DAY OF OCTOBER 2008, BY ITS RESOLUTION No. 108-2008.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

COUNTY RECORDER'S FILING STATEMENT

FILED THIS ____ DAY OF ____, 2014, AT THE HOUR OF ____ O'CLOCK __M. IN BOOK ____ OF MAPS OF ASSESSMENT DISTRICTS AND COMMUNITY FACILITIES DISTRICTS AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

DAVID VILLANUEVA
COUNTY RECORDER OF THE COUNTY OF SACRAMENTO,
CALIFORNIA.

BY: _____
DEPUTY

FILE: _____

CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS ____ DAY OF ____, 2014.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

REFERENCE IS MADE TO THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED AND RECORDED AS FOLLOWS:

"PROPOSED BOUNDARIES OF THE COUNTY OF SACRAMENTO COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE) AND FUTURE ANNEXATION AREA, RECORDED ON OCTOBER 14, 2008 IN BOOK 110 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY, CALIFORNIA."

REFERENCE IS MADE TO THE FUTURE ANNEXATION AREA MAP OF THE DISTRICT, ENTITLED AND RECORDED AS FOLLOWS:

"PROPOSED FUTURE ANNEXATION AREA OF THE COUNTY OF SACRAMENTO COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE) AND FUTURE ANNEXATION AREA, RECORDED ON OCTOBER 14, 2008 IN BOOK 110 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY, CALIFORNIA."

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

**City Clerk
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670**

AMENDED NOTICE OF SPECIAL TAX LIEN

**CITY OF RANCHO CORDOVA
Community Facilities District No. 2008-1
(Street Lighting and Road Maintenance)**

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Rancho Cordova, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City of Rancho Cordova, County of Sacramento, which lien is recorded in the office of the County Recorder for the County of Sacramento at Book 20081202 Page 0781. The special tax secured by this lien is authorized to be levied for the purpose providing certain public services described in **Exhibit A** attached hereto and hereby made a part hereof.

The special tax is authorized to be levied within Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) (the "CFD") which has now been officially formed and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied, and canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with section 53330.5 of the Government Code.

The rate, method of apportionment, and manner of collection of the authorized special tax is as set forth in **Exhibit B** attached hereto and hereby made a part hereof. Conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied and the lien of the special tax canceled are: None.

Notice is further given that upon the recording of this notice in the office of the County Recorder of the County of Sacramento, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the CFD in accordance with Section 3115.5 of the Streets and Highways Code of California.

The name(s) of the owner(s) and the assessor's tax parcel numbers of the real property included within the area of the CFD and not exempt from the special tax are as set forth in **Exhibit C** attached hereto and hereby made a part hereof.

Reference is made to the boundary map of the CFD recorded at Book 110 of Maps of Assessment and Community Facilities Districts at Page 10 (Document No. 20081014-0822), in the office of the County Recorder for the County of Sacramento, State of California, which map is now the final boundary map of the CFD; Annexation Map No. 2, recorded at Book 110 of Maps of Assessment and Community Facilities Districts at Page 0014 (Document No. 20090121-0721), in the office of the County Recorder for the County of Sacramento, State of California; Annexation Map No. 3, recorded at Book 110 of Maps of Assessment and Community Facilities Districts at Page 0015 (Document No. 20090121-0722); and Annexation Map No. 5, recorded at Book 110 of Maps of Assessment and Community Facilities Districts at Page 0021 (Document No. 20090626-0609), in the office of the County Recorder for the County of Sacramento, State of California; Annexation Map No. 6, recorded at Book 111 of Maps of Assessment and Community Facilities Districts at Page 0007 (Document No. 20091002-0840), in the office of the County Recorder for the County of Sacramento, State of California; Annexation Map No. 8, recorded at Book 111 of Maps of Assessment and Community Facilities Districts at Page 0007 (Document No. 20091110-0802); Annexation Map No. 9, recorded at Book 112 of Maps of Assessment and Community Facilities Districts at Page 0007 (Document No. 20110504-0992), in the office of the County Recorder for the County of Sacramento, State of California; Annexation Map No. 10, recorded at Book 112 of Maps of Assessment and Community Facilities Districts at Page 0008 (Document No. 201105040993); Annexation Map No. 11, recorded at Book 113 of Maps of Assessment and Community Facilities Districts at Page 0024 (Document No. 201204170549); Annexation Map No. 12 recorded at Book 113 of Maps of Assessment and Community Facilities Districts at Page 0030 (Document No. 201206210588); Annexation Map No. 13 recorded at Book 115 of Maps of Assessment and Community Facilities Districts at Page 0002 (Document No. 201302140547); Annexation Map No. 14 recorded at Book 115 of Maps of Assessment and Community Facilities Districts at Page 0010 (Document No. 201305170574); Annexation Map No. 15 recorded at Book 117 of Maps of Assessment and Community Facilities Districts at Page 0014 (Document No. 20140825-0152); And Annexation Map No. 16 recorded at Book ____ of Maps of Assessment and Community Facilities Districts at Page ____ (Document No. _____) in the office of the County Recorder for the County of Sacramento, State of California which is the map of the above referenced parcel annexed to the District. The original boundary map along with the recorded annexation maps now comprises the boundary map of the District.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Chief Financial Officer of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California 95670; telephone number (916) 851-8700.

Dated: As of _____, 2015

By: _____
Mindy Cuppy, CMC, City Clerk
City of Rancho Cordova

EXHIBIT A

CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE)

DESCRIPTION OF DISTRICT SERVICES

Description of services:

Maintenance and lighting of public streets and roads

- Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of the street improvements, the street-lighting network, dedicated easements, and appurtenant facilities, and administration and overhead of all aspects of the District.

Reserve Fund

- The Special Taxes may be collected and set-aside in designated funds, collected over several years, that may be used by the District to fund future repairs to street lighting and roadway improvements and other services as determined by the District.

EXHIBIT B

CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 2008-1, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 2008-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2008-1 unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or "Acre" means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

"Additional Load and Decorative Lighting Parcel" means any Parcel that is determined by the City to be both an Additional Load Parcel and a Decorative Lighting Parcel.

"Additional Load Parcel" means any Parcel of Commercial Property or Industrial Property that is determined by the City to create excessive wear and tear on the roadways and/or a high volume of vehicular traffic.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports, and any other costs required to administer the CFD.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“Authorized Services” means the public services authorized to be funded by CFD No. 2008-1 as set forth in the documents adopted by the City Council when the CFD was formed.

“CFD” or **“CFD No. 2008-1”** means the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance).

“City” means the City of Rancho Cordova.

“City Council” means the City Council of the City of Rancho Cordova, acting as the legislative body of CFD No. 2008-1.

“Commercial Property” means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for a commercial establishment which includes, but is not limited to, retail stores, clothing stores, book stores, video rental stores, drug stores, professional services (i.e., barber shops, dry cleaners), restaurants, supermarkets, hospitals, movie theaters, appliance and electronic stores, home supply stores, auto parts stores, and other businesses providing auto-related products and services. The City shall make the determination if a Parcel is Commercial Property.

“County” means the County of Sacramento.

“Decorative Lighting Parcel” means any Parcel of Developed Property that is determined by the City to have or benefit from decorative lighting features.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential or non-residential structure (which shall not include a permit issued solely for construction of the foundation if another permit remains to be issued for vertical construction of the building) was issued prior to June 30 of the preceding Fiscal Year.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Hotel Property” means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for a structure that constitutes a place of lodging providing sleeping accommodations and related facilities for travelers.

“Industrial Property” means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for construction of an industrial, manufacturing, or warehousing structure. The City shall make the determination if a Parcel is Industrial Property.

“Maximum Special Tax” means the greatest amount of Special Tax that can be levied on an Assessor’s Parcel in any Fiscal Year determined in accordance with Section C below.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit or use permit has been issued for construction of a residential structure with five or more Units that share a single Assessor’s Parcel number, all of which are offered for rent to the general public and cannot be purchased by individual homebuyers.

“Non-Residential Property” means, collectively, Commercial Property, Hotel Property, Industrial Property, and Office Property.

“Office Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit or use permit has been issued for a building in which professional, banking, insurance, real estate, administrative or in-office medical or dental activities are conducted. The City shall make the determination if a Parcel is Office Property.

“Ordinary Use Parcel” means any Parcel of Taxable Property that is not an Additional Load Parcel, Decorative Lighting Parcel, Residential Alley Parcel, Additional Load and Decorative Lighting Parcel, or Residential Alley and Decorative Lighting Parcel.

“Proportionately” means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Parcels of Developed Property.

“Public Property” means any property within the boundaries of CFD No. 2008-1 that is owned by the federal government, State of California, County, City, or other public agency.

“Residential Alley and Decorative Lighting Parcel” means any Parcel that is determined by the City to be both a Residential Alley Parcel and a Decorative Lighting Parcel.

“Residential Alley Parcel” means any Parcel of Residential Property that is determined by the City to have residential alleys that are part of the public roadways.

“Residential Property” means, collectively, Single Family Attached Property, Single Family Detached Property, and Multi-Family Property.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and are offered as for-sale Units (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit(s)), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

“Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected.

“Special Tax” means a special tax levied in any Fiscal Year on property within CFD No. 2008-1 to pay the Special Tax Requirement.

“Square Foot,” “Square Footage,” or “Square Feet” means the building square footage reflected on the original building permit issued for construction of a building.

“Taxable Property” means all Assessor’s Parcels within the boundaries of CFD No. 2008-1 which are not exempt from the Special Tax pursuant to law or Section E below.

“Taxable Public Property” means, in any Fiscal Year, all Assessor’s Parcels in CFD No. 2008-1 that had, in prior Fiscal Years, been taxed as Developed Property and subsequently came under the ownership of a public agency.

“Tax Zone” means one of the three mutually exclusive tax zones identified in Attachment 1 of this Rate and Method of Apportionment of Special Tax, as may be updated to include new Parcels or new tax zones added to the CFD as a result of future annexations.

“Tax Zone 1” means the geographic area that is identified by Assessor’s Parcel number in Attachment 1 of this Rate and Method of Apportionment of Special Tax as Tax Zone 1 and any property annexed into Tax Zone 1 after formation of the CFD.

“Tax Zone 2” means the geographic area that is identified by Assessor’s Parcel number in Attachment 1 of this Rate and Method of Apportionment of Special Tax as Tax Zone 2 and any property annexed into Tax Zone 2 after formation of the CFD.

“Tax Zone 3” means the geographic areas that are identified by Assessor’s Parcel number in Attachment 1 of this Rate and Method of Apportionment of Special Tax as Tax Zone 3 and any property annexed into Tax Zone 3 after formation of the CFD.

“Unit” means an individual single-family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure. Unit shall also mean a single room or unit on a Parcel of Hotel Property.

B. DATA COLLECTION FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel number for all Parcels of Taxable Property within CFD No. 2008-1 and shall determine within which Tax Zone each Assessor’s Parcel is located. Upon each annexation of property into CFD No. 2008-1, the Administrator shall update Attachment 1 to include the new Assessor’s Parcel number(s). In addition, for all Parcels of Developed Property, if applicable to the Tax Zone in which the

Parcels are located, the Administrator shall determine if each Parcel is an Ordinary Use Parcel, an Additional Load Parcel, a Residential Alley Parcel, a Decorative Lighting Parcel, an Additional Load and Decorative Lighting Parcel, or a Residential Alley and Decorative Lighting Parcel.

Based on review of building permit records for property within the CFD, the Administrator shall determine which Parcels in the CFD are Developed Property for purposes of levying the Special Tax pursuant to Section D below. For Single Family Attached Property, Multi-Family Property, and Hotel Property, the number of Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan for the property. For Residential Property, the Administrator shall determine the Square Footage of each Unit. For Non-Residential Property, the Administrator shall determine the Acreage of, and Square Footage on, each Parcel.

If a Parcel in the CFD is rezoned prior to such Parcel becoming Developed Property, the City may in its sole discretion, move the Parcel to a different Tax Zone based on the rezone. If a Parcel rezones after the Parcel has been taxed as Developed Property in prior Fiscal Years, the City can either continue to apply the Maximum Special Tax to the Parcel that had applied prior to the rezone or, in the City's sole discretion, allow for the Parcel to be moved to a different Tax Zone based on the rezone.

In any Fiscal Year, if it is determined that (i) a parcel map for a portion of property in CFD No. 2008-1 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX

1. Tax Zone 1

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 1 for Fiscal Year 2008-09 shall be \$0.0771 per Square Foot. On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

2. Tax Zone 2

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 2 for Fiscal Year 2008-09 shall be \$0.0211 per Square Foot. On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

3. Tax Zone 3

The following Maximum Special Taxes apply to all Parcels of Developed Property within Tax Zone 3 of CFD No. 2008-1:

a. Ordinary Use Parcels

**MAXIMUM SPECIAL TAXES
ORDINARY USE PARCELS
(FISCAL YEAR 2008-09)**

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	\$335.81 per Unit
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	\$295.51 per Unit
Single Family Attached Property	Units greater than 1,200 Square Feet	\$295.51 per Unit
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	\$235.06 per Unit
Multi-Family Property	N/A	\$235.06 per Unit
Commercial Property	N/A	The greater of \$973.30 per Acre or \$0.0944 per Square Foot
Hotel Property	N/A	The greater of \$2,688.49 per Acre or \$56.98 per Unit
Industrial Property	N/A	The greater of \$222.20 per Acre or \$0.0351 per Square Foot
Office Property	N/A	The greater of \$851.74 per Acre or \$0.0827 per Square Foot

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

b. Residential Alley Parcels

**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY PARCELS
(FISCAL YEAR 2008-09)**

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	\$463.41 per Unit
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	\$407.80 per Unit
Single Family Attached Property	Units greater than 1,200 Square Feet	\$407.80 per Unit
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	\$324.39 per Unit
Multi-Family Property	N/A	\$324.39 per Unit
Commercial Property	N/A	N/A
Hotel Property	N/A	N/A
Industrial Property	N/A	N/A
Office Property	N/A	N/A

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

c. Decorative Lighting Parcels

**MAXIMUM SPECIAL TAXES
DECORATIVE LIGHTING PARCELS
(FISCAL YEAR 2008-09)**

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	\$360.99 per Unit
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	\$317.67 per Unit
Single Family Attached Property	Units greater than 1,200 Square Feet	\$317.67 per Unit
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	\$252.69 per Unit
Multi-Family Property	N/A	\$252.69 per Unit
Commercial Property	N/A	The greater of \$1,046.30 per Acre or \$0.1015 per Square Foot
Hotel Property	N/A	The greater of \$2,890.13 per Acre or \$61.25 per Unit
Industrial Property	N/A	The greater of \$238.87 per Acre or \$0.0377 per Square Foot
Office Property	N/A	The greater of \$915.62 per Acre or \$0.0889 per Square Foot

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

d. Additional Load Parcels

**MAXIMUM SPECIAL TAXES
ADDITIONAL LOAD PARCELS
(FISCAL YEAR 2008-09)**

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	N/A
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	N/A
Single Family Attached Property	Units greater than 1,200 Square Feet	N/A
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	N/A
Multi-Family Property	N/A	N/A
Commercial Property	N/A	The greater of \$1,216.63 per Acre or \$0.1180 per Square Foot
Hotel Property	N/A	N/A
Industrial Property	N/A	The greater of \$277.75 per Acre or \$0.0439 per Square Foot
Office Property	N/A	N/A

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

e. Additional Load and Decorative Lighting Parcels

**MAXIMUM SPECIAL TAXES
ADDITIONAL LOAD AND DECORATIVE LIGHTING PARCELS
(FISCAL YEAR 2008-09)**

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	N/A
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	N/A
Single Family Attached Property	Units greater than 1,200 Square Feet	N/A
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	N/A
Multi-Family Property	N/A	N/A
Commercial Property	N/A	The greater of \$1,289.63 per Acre or \$0.1251 per Square Foot
Hotel Property	N/A	N/A
Industrial Property	N/A	The greater of \$294.42 per Acre or \$0.0465 per Square Foot
Office Property	N/A	N/A

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

f. Residential Alley and Decorative Lighting Parcels

**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY AND DECORATIVE LIGHTING PARCELS
(FISCAL YEAR 2008-09)**

Land Use Class	Square Footage	Maximum Special Tax
Single Family Detached Property	Units greater than 1,200 Square Feet	\$488.60 per Unit
Single Family Detached Property	Units less than or equal to 1,200 Square Feet	\$429.97 per Unit
Single Family Attached Property	Units greater than 1,200 Square Feet	\$429.97 per Unit
Single Family Attached Property	Units less than or equal to 1,200 Square Feet	\$342.02 per Unit
Multi-Family Property	N/A	\$342.02 per Unit
Commercial Property	N/A	N/A
Hotel Property	N/A	N/A
Industrial Property	N/A	N/A
Office Property	N/A	N/A

On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Special Tax shall be levied as follows until the amount of the levy equals the Special Tax Requirement for that Fiscal Year:

- First:*** The Special Tax shall be levied proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax determined for each category of Developed Property within each Tax Zone until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.
- Second:*** If additional revenue is needed after the first step has been completed, the Special Tax shall be levied proportionately on each Parcel of Taxable Public Property up to 100% of the Maximum Special Tax that would have

applied to the Parcel had the Parcel not become Public Property until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

The Special Tax for CFD No. 2008-1 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 2008-1 financial obligations and the Special Tax shall be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on (i) any Parcel of Public Property that is not Taxable Public Property, and (ii) any Parcel in CFD No. 2008-1 that is not Developed Property.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the Rate and Method of Apportionment of Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. The City may make interpretations by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Taxes.

ATTACHMENT 1

CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE)

IDENTIFICATION OF TAX ZONES

Tax Zone	Assessor's Parcels Included in Tax Zone *	Fiscal Year In Which Property Was Added to CFD No. 2008-1
1	077-0050-085	2008-09
2	067-0010-060	2008-09
3	067-0990-001	2008-09
	067-1000-001	2008-09
	072-0500-040	2008-09
	072-0500-041	2008-09

** The property identified by the Assessor's Parcel Numbers listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to APNs in future Fiscal Years. As APNs change, the City may update Attachment 1 to reflect the most current APNs.*

EXHIBIT C

**CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2008-1
(STREET LIGHTING AND ROAD MAINTENANCE)**

**ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND WITHIN COMMUNITY
FACILITIES DISTRICT**

<u>Assessor's Parcel Nos.</u>	<u>Names of Property Owners</u>
Tax Zone 1 077-0050-085-0000	JPI XXIX, L.P.
Tax Zone 2 067-0010-060-0000	Sacramento Medical Foundation
Tax Zone 3 072-0500-040-0000	Brian Porter
072-0500-041-0000	Brian Porter
067-1000-001-0000	Mather Development Partners III, L.P.
067-0990-001-0000	Mather Development Partners IV, L.P.
056-0222-002-0000	Alcides A. Gonzalez Trust
077-0050-014-0000	Hoang Tran
072-0280-076-0000	Target Corporation
072-0280-092-0000	Target Corporation
072-0280-093-0000	Target Corporation
072-0610-064-0000	Monument Properties-Prospect Park, LLC
072-0570-030-0000	M&M Development
058-0626-001-0000	Rana Real Estate, LLC
068-0160-101-0000	9801 Old Winery Place Associates, LLC
072-0280-017-0000	Patterson Family Trust
072-0280-018-0000	Patterson Family Trust
072-0280-019-0000	Patterson Family Trust
058-0261-034-0000	Helen Hills, L.P.
058-0261-035-0000	Helen Hills, L.P.
057-0254-018-0000	Agree Rancho Cordova I, LLC
057-0254-019-0000	Agree Rancho Cordova I, LLC
058-0261-047-0000	Summerset Assisted Living, LLC
057-0240-030-0000	Trestle Cordova II, LLC
072-0580-001-0000	Sierra Financial Services, LLC
058-0261-027-0000	Ethan Conrad

MEMORANDUM

DATE: March 16, 2015

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Elizabeth Sparkman, Senior Engineer



SUBJECT: APPROVAL OF A TEMPLATE CREDIT/REIMBURSEMENT AGREEMENT FOR PRIVATELY CONSTRUCTED FACILITIES FUNDED BY SUPPLEMENTAL TRANSPORTATION FEES

RECOMMENDATION

- Adopt Resolution No. 30-2015 Approving a Template Credit/Reimbursement Agreement.
- Adopt Resolution No. 31-2015 Approving a Credit Agreement with MS Rialto North Douglas CA, LLC.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. 30-2015 approves a template agreement which will allow the City Manager, or designee, to execute agreements of a similar form and scope with Developers constructing improvements in lieu of the payment of the Supplemental Transportation Fee.

Adoption of Resolution No. 31-2015 approves a credit agreement with MS Rialto North Douglas CA, LLC using the approved template agreement.

BACKGROUND

In 2005 and 2007, the City Council adopted Resolutions approving template credit/reimbursement agreements for the Sunrise Douglas Community Plan Development Impact Fee program and the Citywide Transportation Development Impact Fee Program. Approval of the templates allowed the City Manager to execute credit/reimbursement agreements for facilities constructed and financed by the respective fees.

Similar to those actions, Resolution 30-2015, **ATTACHMENT 1**, would approve a template agreement for use to credit and/or reimburse for transportation facilities financed by the Supplemental Traffic Impact Fee (Supplemental Fee). The Supplemental Fee is not a citywide fee; but is contained with the Development Agreements for certain projects in the Sunridge Specific Plan Area. Approval of the template agreement would allow the Public Works Director to authorize the construction of improvements funded by the Supplemental Fee and authorize the City Manager to execute those agreements.

When the Sunridge Specific Plan (SRSP) was implemented and the North Douglas Subdivision was originally approved in 2004, there were no specific development projects identified in the

SRSP land use plan north of the North Douglas Subdivision. Over the years since that time, projects to the north have come into consideration such that it would be prudent for the City to take action now to allow for a future roadway connection through a site known as Lot 70. Without any action, the North Douglas Subdivision could build out essentially closing the opportunity for a future logical connection.

Resolution No. 31-2015, **ATTACHMENT 2**, authorizes the City Manager to execute a credit agreement in the form of Contract No. 21-2015 with MS Rialto North Douglas CA, LLC, the Developer of the North Douglas Subdivision. Under the terms of an Amended Development Agreement recently executed between the City and Developer, the City has the option to purchase Lot 70 at a price of \$75,000 and have the landowner make improvements in exchange for the landowner receiving credits against the Supplemental Fee. The improvements include utility relocation, grading, paving and concrete work to provide a stub for a future roadway connection. Using the form of the template credit/reimbursement, the Contract No. 21-2015, a credit agreement with the Developer in the amount not to exceed \$176,850.

FISCAL IMPACT

The cost for purchase and improvements will be paid by the Supplemental Fee for North Douglas and will have no impact on the City's General Fund.

ATTACHMENTS

1. Resolution 30-2015 including Exhibit A – Credit/Reimbursement Agreement.
2. Resolution 31-2015 including Exhibit A - Contract No. 21-2015.

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 30-2015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
PROVIDING CONCEPTUAL APPROVAL OF A CREDIT/REIMBURSEMENT AGREEMENT
FOR PRIVATELY CONSTRUCTED PUBLIC FACILITIES FUNDED BY THE SUPPLEMENTAL
TRAFFIC MITIGATION FEE**

WHEREAS, contained within the terms of certain Development Agreements is the requirement of the payment of a Supplemental Traffic Impact Fee also referred to as a Supplemental Development Fee, hereafter referred to as "Supplemental Fee" a portion of which is collected at final map and a portion of which is collected at building permit; and

WHEREAS, the Public Works Director may require the Developer to construct certain improvements intended to be funded by the Supplemental Fee; and

WHEREAS, the attached Draft Credit/Reimbursement Agreement for Privately Constructed Public Facilities is a Template prepared to establish the terms and conditions of credit and/or reimbursement for the construction of transportation improvements, or portions thereof, funded by the Supplemental Fee; and

WHEREAS, authorization is now being requested to allow the Director to authorize the construction of transportation improvements, and enter into credit and/or reimbursement agreements based on the Template with a similar form and scope, with the Developers constructing projects in the City of Rancho Cordova.

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

1. That the Director of the Public Works Department, or designee, is authorized to authorize the construction of any transportation improvements, or portions thereof, in lieu of all, or a portion of, the Supplemental Fee or the reimbursement of such transportation improvement, pursuant to the terms of a credit and/or reimbursement Agreement.
2. That the City Manager, or designee, is authorized to execute said Agreement after revision to its final form, and agreements of a similar form and scope, with the Developers constructing projects in the City of Rancho Cordova.
3. That the City Manager, or designee, is authorized, for and on behalf of the City, to administer the agreement in accordance with the terms and conditions set forth therein.

ATTACHMENT 1

PASSED AND ADOPTED by the City Council of on the ____ day of _____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

CITY OF RANCHO CORDOVA

CREDIT/REIMBURSEMENT AGREEMENT FOR PRIVATELY CONSTRUCTED PUBLIC
FACILITIES FUNDED BY THE SUPPLEMENTAL TRANSPORTATION IMPACT FEE

This Agreement, dated as of the ____ day of _____, 2015, by and between the **City of Rancho Cordova**, a municipal corporation (the "City") and **[insert name of Developer]** (the "Developer"),

RECITALS:

WHEREAS, City and Developer have entered into a Development Agreement relative to the **[insert name of Development Project]**;

WHEREAS, pursuant to the terms of [enter Section] of the Development Agreement, Developer is obligated to pay a **[insert name of fee]** (the "Supplemental Fee") in the amount of **[insert amount of fee]** at the time of the issuance of a building permit for each residential unit;

WHEREAS, pursuant to the terms of **[reference document]** City has requested developer to construct **[insert details of project]** with such improvements funded by the Supplement Fee;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the Developer hereby agree as follows:

Section 1. Project Scope

Subject to the terms of this Agreement, the City agrees to provide credits and/or reimbursement of funds to the Developer in an amount not to exceed **[insert Funding Amount]** for the acquisition and installation of the improvements as shown on **Figure 1** and listed in **Exhibit A** hereto, which are included with the improvement plans titled **[insert name of Improvement Plan]**, dated **[insert plan approval date]** (the "Improvements").

Section 2. Credit/Reimbursement Amount

The City agrees to provide **[specify whether credit/reimbursement or combination thereof]** for acquisition and/or installation of those Improvements constructed by the Developer on an amount based on the lesser of:

- (a) the actual construction cost of eligible facilities, as determined by the City, in its sole discretion, through its review of the construction contract for the Improvements, plus an allowance for soft costs in the amount of **[insert soft cost percentage]** (XX) percent of the actual construction cost determined by the City, and
- (b) an amount not to exceed **[insert amount]**.

Funds will be reimbursed without interest.

Section 3. Credit/Reimbursement Timing

- (a) **Credit/Reimbursement Priority.** The Public Works Director may authorize the construction of any improvement, or portion thereof, creditable or reimburseable from the Supplemental Fee Fund (the Fund) in lieu of all, or a portion of, the Supplemental Fee.

If so authorized, the credit toward Supplemental Fee shall be equal to the credit allocation as authorized by the Public Works Director up to a maximum of eighty percent (80%) of the cost of the improvement, as shown on Exhibit A, upon approval of this agreement. Upon acceptance of the improvement and after reconciliation of the final improvement costs, the remaining percentage of the cost of the improvement as shown in Exhibit A may be issued as a credit balance to the Developer from the Supplemental Fees, or may be reimbursed in order of priority as set forth in Section 3b.

- (b) **Reimbursement Priority.** Developers who have constructed improvements determined by the Public Works Director to be reimbursable from the Supplemental Fee may be reimbursed in the order in which their respective improvements are formally accepted by the City, in order of priority as the City determines there are adequate monies in the corresponding Fund.
- (c) **Payment Preconditions.** No payment from the Fund as set forth in Section 3b above shall be made unless all of the following conditions, together with any other conditions set forth in this Agreement, have been met to City's satisfaction:
 - i. City has given final approval to and has formally accepted the Improvements as complete; and
 - ii. City, in its sole discretion, has determined that there are adequate monies available in the applicable Fund associated with the Supplemental Fee.

Section 4. Process and Procedures

The Developer's construction contracts, construction work, and requests for credit and/or reimbursement relating to the Improvements shall be performed in conformance with the City's most current "Reimbursement Policies and Procedures for Privately Constructed Public Facilities" document, which is available from the City Engineer. The Developer shall be responsible for complying with all applicable laws, codes, and regulations relating to contracting and construction procedures for publicly funded public works projects.

Section 5. Limited City Obligation

The obligations arising from this Agreement are neither a debt of the City nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues, except the fees collected for the Improvements. Neither the General Fund nor any other fund of the City, except the applicable fund(s) associated with the Transportation Fee Program, shall be liable for the payment of any obligations arising from this Agreement. The credit or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. No Developer shall compel the forfeiture of any of the City's property to satisfy any obligations arising from this Agreement.

Section 6. Conveyance of the Improvements

Once Improvements are accepted and deemed satisfactory by the City, the Improvements automatically become the property of the City. The Developer shall take any and all actions necessary to convey to the City and vest in the City full, complete and clear title to the Improvements that the Developer has constructed.

Section 7. Delivery of Plans and Specifications

Prior to final acceptance of Improvements by the City, the constructing Developer shall deliver to the City copies of all plans, specifications, shop drawings, as-built plans, operating manuals, service manuals, warranties and other documents relating to the design, construction, installation, and operation of the Improvements.

Section 8. Liens, Claims, and Encumbrances

Prior to final acceptance of Improvements by the City, the constructing Developer shall provide a written guarantee and assurance to the City that there are no liens, claims, or encumbrances on those Improvements, together with unconditional final releases from all contractors and material suppliers, and with copies of invoices and corresponding checks issued by the Developer for all items for which reimbursement is requested under this Agreement for the Improvements. Notwithstanding any other provision or term of this Agreement, the City shall have no obligation to make any reimbursement payments until the constructing Developer has cleared any and all liens, claims and encumbrances from the Improvements and provided the required documentation, guarantee and assurance in writing, to the satisfaction of the City.

Section 9. Warranty and Repair

- (a) Warranty. Each Developer hereby warrants the Improvements that it constructs as to materials and workmanship and, should any failure of those Improvements occur within a period of one (1) year after final acceptance thereof by the City, the Developer shall promptly cause the needed repairs to be made without cost to the City.
- (b) Repair. The City is hereby authorized to make such repairs if the constructing Developer fails to make or undertake with due diligence the aforesaid repairs within twenty (20) days after the City has given written notice of such failure. In case of emergency where, in the sole opinion of the City Engineer, delay would cause serious hazard to the public, the necessary repairs may be made or lights, signs and barricades erected, without prior notice to the Developer. In all cases of failure of Improvements within the warranty period where the City has taken action in accordance with this paragraph, the constructing Developer shall reimburse the City as appropriate for all costs, direct and indirect, incurred by the City.

Section 10. Indemnity

The Developer, by execution of this Agreement, specifically agrees to assume the defense of, indemnify, and hold harmless the City and its officers, employees, consultants, and agents (the "Indemnitees" from and against all liabilities, actions, damages, claims, losses or expenses of every type and description, including attorneys' and consultants' fees and expenses (collectively "Liabilities"), to which they may be subjected or put, by reason of, or resulting from, the acquisition or installation of the Improvements constructed by the Developer, except Liabilities arising from the sole negligence or willful misconduct of the City and/or the Indemnitees. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force.

Section 11. No Third Party Beneficiary

City does not assume any liability, duty or obligation to Developer's contractors, subcontractors or agents by execution or performance of this Agreement and no contractors, subcontractors, agents or any parties are third party beneficiaries of this Agreement.

Section 12. Attorney's Fee

If any suit, action or proceeding in law or equity is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees.

Section 13. Notices

Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx and similar services, each of which is hereinafter called an "Express Courier," shall be considered to be personal service) or by telephone facsimile or other electronic transmission (provided that the sender of a telephone facsimile or other electronic transmission has received confirmation of successful transmission by the sending fax machine), and upon receipt, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed as follows:

City:

City of Rancho Cordova
Public Works Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: City Engineer

With a copy to:

City of Rancho Cordova
Finance Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: Finance Administrator

Developer:

[Insert Developer name]
Street address
City, State ZIP
Attn: Name

Either party may change its mailing address at any time by giving written notice of such changes to the other party in the manner provided herein.

Section 14. Term

The term of this Agreement shall start on the day and year duly executed by all parties and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

Section 15. Severability

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

Section 16. Binding on Successors and Assigns

Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, in the same manner as if such parties had been expressly named herein.

Section 17. Governing Law; Venue

This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California.

Section 18. Exhibits

The Exhibits attached hereto are hereby incorporated herein by this reference.

Section 19. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first written above.

CITY OF RANCHO CORDOVA,
A municipal corporation

[INSERT DEVELOPER]
Signature Block

By: _____
Brian S. Nakamura
City Manager

By: _____
Developer

Date: _____

ATTEST:

Mindy Cuppy, MMC, City Clerk

Date: _____

APPROVED AS TO FORM:

Adam U. Lindgren, City Attorney

Date: _____

EXHIBIT A
IMPROVEMENTS DESCRIPTIONS / LOCATIONS

EXHIBIT B
IMPROVEMENTS COSTS

ATTACHMENT 2**CITY OF RANCHO CORDOVA****RESOLUTION NO. 31-2015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO SIGN A CREDIT AGREEMENT WITH MS RIALTO
NORTH DOUGLAS CA, LLC FOR PRIVATELY CONSTRUCTED PUBLIC FACILITIES**

WHEREAS, the City of Rancho Cordova wishes to purchase Lot 70 from MS Rialto North Douglas CA, LLC (the "Developer") and have Developer construct certain improvements; and

WHEREAS, the funding for the purchase and construction of improvements will be from the Supplemental Traffic Fee paid by Developer; and

WHEREAS, the City desires to enter into a credit agreement with Developer in lieu of the payment of a portion of the Supplemental Traffic Fee.

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 MS Rialto North Douglas CA, LLC, Developer, attached as **Exhibit A**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

CITY OF RANCHO CORDOVA
CREDIT AGREEMENT
FOR PRIVATELY CONSTRUCTED PUBLIC FACILITIES

This Agreement, dated as of the _____ day of _____, 2015, by and between the **City of Rancho Cordova**, a municipal corporation (the "City") and **MS RIALTO NORTH DOUGLAS CA, LLC** (the "Developer"),

RECITALS:

WHEREAS, on July 21, 2014 the City and Developer entered into a Second Amendment to the Development Agreement Relative to North Douglas (the "Second Amendment";

WHEREAS, pursuant to the terms of Section 11 of the Second Amendment, Developer is obligated to pay a Supplemental Traffic Impact Fee in the amount of \$850 at the time of the issuance of a building permit for each residential unit;

WHEREAS, pursuant to the terms of Section 12 of the Second Amendment, Developer agrees to provide the City an option to purchase Lot 70 in the amount of \$75,000 and make improvements to Lot 70 as agreed to by the City and Developer with such purchase and improvements paid for by the City through Supplemental Impact Fee credits;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the Developer hereby agree as follows:

Section 1. Project Scope

Subject to the terms of this Agreement, the City agrees to provide credits of funds to the Developer in an amount not to exceed **One Hundred Seventy-Six Thousand Eight Hundred Fifty Dollars (\$176,850)** for the purchase of Lot 70 in the North Douglas Subdivision as shown on **Figure 1** and the installation of the improvements as shown on **Figure 2** and listed in **Exhibit A** hereto (the "Improvements").

Section 2. Credit Amount

The City agrees to provide credits to Developer for purchase of Lot 70 and installation of the Improvements constructed by the Developer in an amount based on the lesser of:

- (a) the purchase price of \$75,000 and the actual engineering and construction cost of the improvements, and
- (b) an amount not to exceed \$176,850.

Section 3. Credit/Reimbursement Timing

- (a) **Credit Priority.** The credit toward Supplemental Traffic Impact Fees shall be equal to the credit allocation as authorized by the Public Works Director as specified in Section 2, upon approval of this agreement. Such fee credits shall be applied on building permits issued within the North Douglas Subdivision in **Figure 1**. Upon acceptance of the improvement and after reconciliation of the final improvement costs, credit balance may

be adjusted if the actual design and construction costs are less than the estimated \$72,000.

Fee credits granted to Developer pursuant to this Agreement may be transferred to other owners, builders, or developers subject to the payment of a Supplemental Traffic Impact Fee. To effect such a transfer, Developer shall submit a completed form to the City in substantially the same format as set forth in **Exhibit B** that will (i) reference this Agreement; (ii) identify the Developer and assignee if credits are being assigned to a builder or other party; (iii) identify the number of lots against which the credits will be applied; (iv) identify the fee credit balance before and after the transfer; and (v) include a map or other method that is acceptable to the City that identifies the lots or parcels against which the fee credits will be applied. The form must be signed by the Developer and the City, and an executed copy of the form shall be kept on file at the City.

Section 4. Process and Procedures

The Developer's construction contracts, construction work, and requests for credit relating to the Improvements shall be performed in conformance with the City's most current "Reimbursement Policies and Procedures for Privately Constructed Public Facilities" document, which is available from the City Engineer. The Developer shall be responsible for complying with all applicable laws, codes, and regulations relating to contracting and construction procedures for publicly funded public works projects.

Section 5. Limited City Obligation

The obligations arising from this Agreement are neither a debt of the City nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues, except the fees collected for the Improvements. Neither the General Fund nor any other fund of the City, except the applicable fund(s) associated with the Supplemental Traffic Impact Fee, shall be liable for the payment of any obligations arising from this Agreement. The credit or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. No Developer shall compel the forfeiture of any of the City's property to satisfy any obligations arising from this Agreement.

Section 6. Conveyance of the Improvements

Once Improvements are accepted and deemed satisfactory by the City, the Improvements automatically become the property of the City. The Developer shall take any and all actions necessary to convey to the City and vest in the City full, complete and clear title to the Improvements that the Developer has constructed.

Section 7. Delivery of Plans and Specifications

Prior to final acceptance of Improvements by the City, the constructing Developer shall deliver to the City copies of all plans, specifications, shop drawings, as-built plans, operating manuals, service manuals, warranties and other documents relating to the design, construction, installation, and operation of the Improvements.

Section 8. Liens, Claims, and Encumbrances

Prior to final acceptance of Improvements by the City, the constructing Developer shall provide a written guarantee and assurance to the City that there are no liens, claims, or encumbrances on those Improvements, together with unconditional final releases from all contractors and

material suppliers, and with copies of invoices and corresponding checks issued by the Developer for all items for which reimbursement is requested under this Agreement for the Improvements. Notwithstanding any other provision or term of this Agreement, the City shall have no obligation to make any reimbursement payments until the constructing Developer has cleared any and all liens, claims and encumbrances from the Improvements and provided the required documentation, guarantee and assurance in writing, to the satisfaction of the City.

Section 9. Warranty and Repair

- (a) Warranty. Each Developer hereby warrants the Improvements that it constructs as to materials and workmanship and, should any failure of those Improvements occur within a period of one (1) year after final acceptance thereof by the City, the Developer shall promptly cause the needed repairs to be made without cost to the City.
- (b) Repair. The City is hereby authorized to make such repairs if the constructing Developer fails to make or undertake with due diligence the aforesaid repairs within twenty (20) days after the City has given written notice of such failure. In case of emergency where, in the sole opinion of the City Engineer, delay would cause serious hazard to the public, the necessary repairs may be made or lights, signs and barricades erected, without prior notice to the Developer. In all cases of failure of Improvements within the warranty period where the City has taken action in accordance with this paragraph, the constructing Developer shall reimburse the City as appropriate for all costs, direct and indirect, incurred by the City.

Section 10. Indemnity

The Developer, by execution of this Agreement, specifically agrees to assume the defense of, indemnify, and hold harmless the City and its officers, employees, consultants, and agents (the "Indemnitees" from and against all liabilities, actions, damages, claims, losses or expenses of every type and description, including attorneys' and consultants' fees and expenses (collectively "Liabilities"), to which they may be subjected or put, by reason of, or resulting from, the acquisition or installation of the Improvements constructed by the Developer, except Liabilities arising from the sole negligence or willful misconduct of the City and/or the Indemnitees. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force.

Section 11. No Third Party Beneficiary

City does not assume any liability, duty or obligation to Developer's contractors, subcontractors or agents by execution or performance of this Agreement and no contractors, subcontractors, agents or any parties are third party beneficiaries of this Agreement.

Section 12. Attorney's Fee

If any suit, action or proceeding in law or equity is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees.

Section 13. Notices

Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx and similar services, each of which is hereinafter called an "Express Courier," shall be considered to be personal service) or by telephone facsimile or other electronic transmission (provided that the sender of a telephone facsimile or

other electronic transmission has received confirmation of successful transmission by the sending fax machine), and upon receipt, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed as follows:

City:

City of Rancho Cordova
Public Works Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: City Engineer

With a copy to:

City of Rancho Cordova
Finance Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: Finance Administrator

Developer:

MS Rialto North Douglas CA, LLC
c/o Lennar Homes of California
1420 Rocky Ridge Drive, Suite 320
Roseville, CA 95661
Attn: Larry Gualco

Either party may change its mailing address at any time by giving written notice of such changes to the other party in the manner provided herein.

Section 14. Term

The term of this Agreement shall start on the day and year duly executed by all parties and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

Section 15. Severability

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

Section 16. Binding on Successors and Assigns

Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, in the same manner as if such parties had been expressly named herein.

Section 17. Governing Law; Venue

This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California.

Section 18. Exhibits

The Exhibits attached hereto are hereby incorporated herein by this reference.

Section 19. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first written above.

CITY OF RANCHO CORDOVA, A
California municipal corporation

MS RIALTO NORTH DOUGLAS CA , LLC
a Delaware limited liability company

By: _____
Brian Nakamura
City Manager

By: MS RIALTO RESIDENTIAL HOLDINGS, LLC
a Delaware limited liability company,
its member

Date: _____

By: MSR HOLDING COMPANY, LLC
a Delaware limited liability company,
its member

ATTEST:

By: LENNAR HOMES OF CALIFORNIA
a California corporation
its California manager

Mindy Cuppy, City Clerk

Date: _____

By: _____
Larry Gualco
Vice President

APPROVED AS TO FORM:

Adam U. Lindgren, City Attorney

Date: _____

EXHIBIT A

IMPROVEMENTS DESCRIPTIONS / LOCATIONS

EXHIBIT B
IMPROVEMENTS COSTS

FIGURE 1

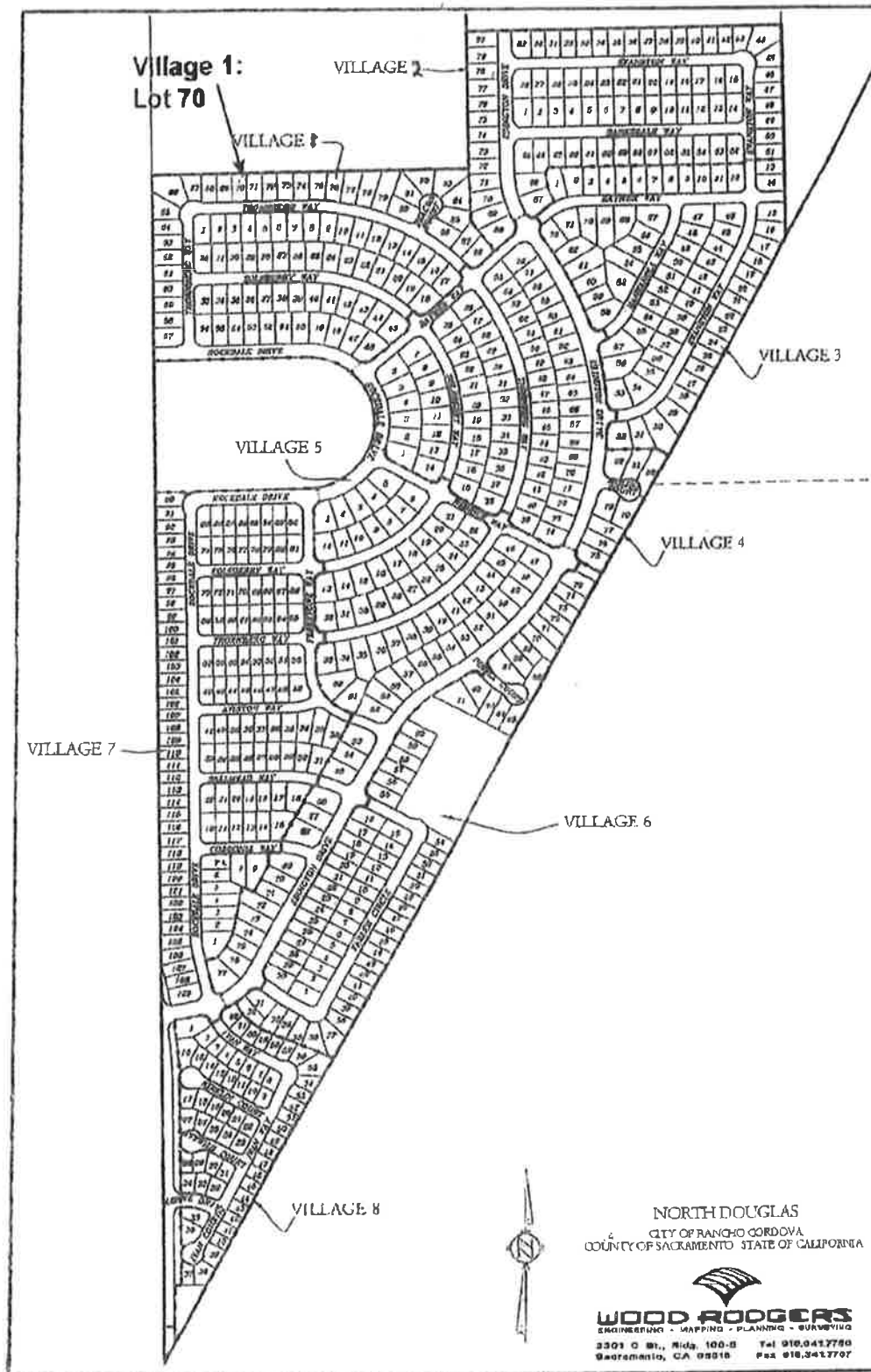


FIGURE 2

NORTH DOUGLAS
STREET ADDITION

CITY OF RANCHO CORDOVA

CALIFORNIA

OCTOBER 3, 2014

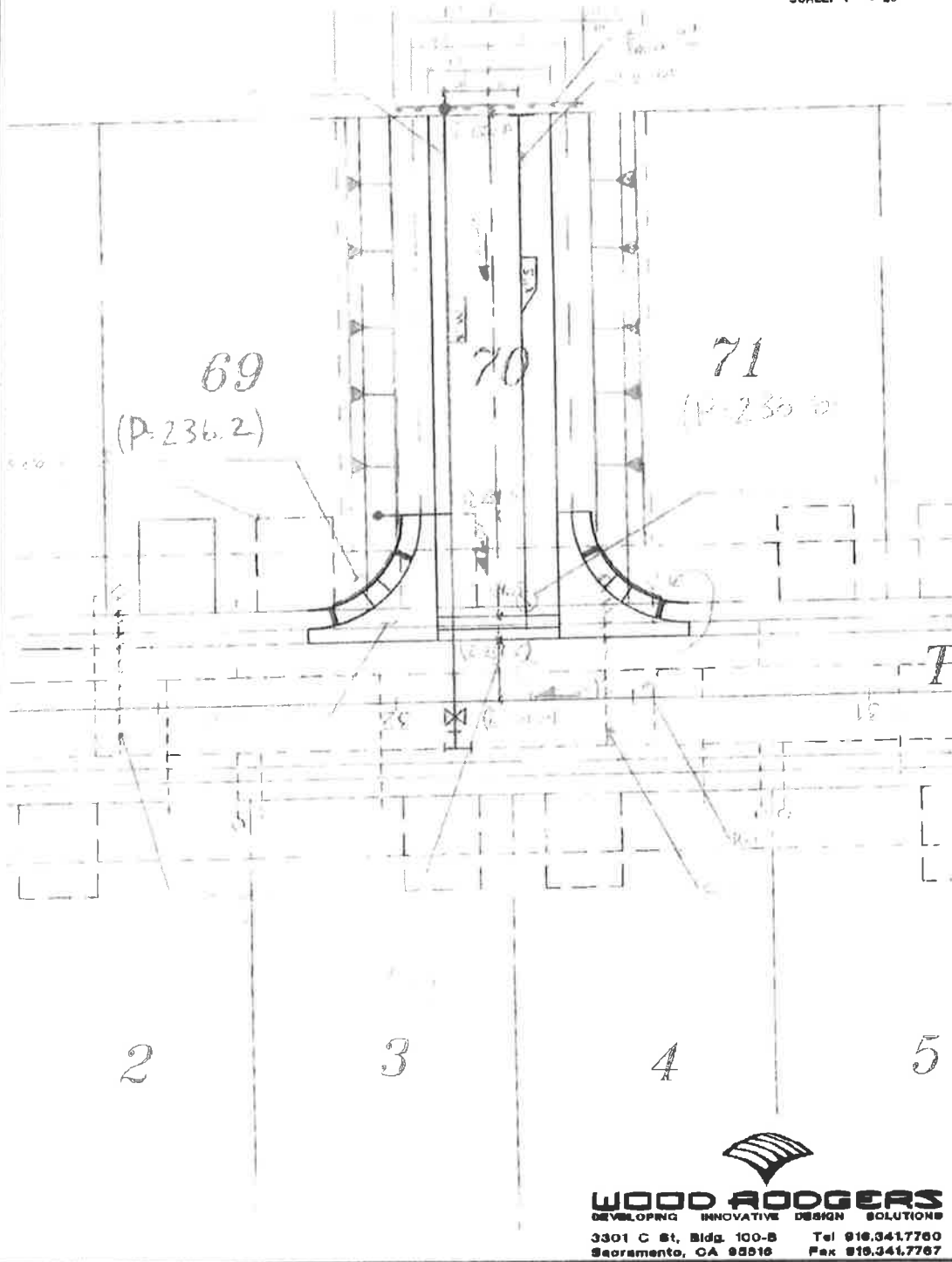
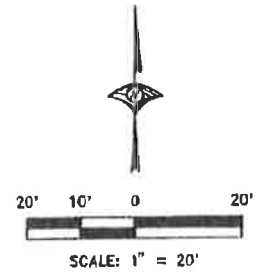


EXHIBIT A
ESTIMATED IMPROVEMENT PROJECTS
ASSOCIATED WITH NORTH DOUGLAS LOT 70

		Partial Release [4]	Partial Release [5]	Partial Release [6]
[1] Purchase of Lot 70	\$75,000	\$75,000		
[2] Estimated Construction Costs	\$78,343		\$81,480	
[3] Estimated Engineering, Contingency, and other Costs associated with Purchase	<u>\$23,507</u>			\$20,370
TOTAL NOT TO EXCEED COSTS	\$176,850			

- [1] Purchase Price agreed upon in the Second Amendment to the Development Agreement
[2] Detailed estimated construction provided as attached
[3] Based on 30% estimated costs to include engineering, contingency, escrow or other cost associated with the acquisition of the land and improvements
[4] Credit release for purchase of Lot 70
[4] Credit release upon award of contract for construction
[5] Credit release upon completion of construction

North Douglas Village 1 ~ Lot 70
(No Underground Option)
Opinion of Probable Cost

March 6, 2015

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
------------	-------------	----------	------	------------	-------

LOT 70 IMPROVEMENTS (NO UNDERGROUND IMPROVEMENTS PROPOSED)

1. Earthwork / Demolition

1	Mobilization	1	LS	\$5,000.00	\$5,000.00
2	Rough Grading (No Export Offsite)	750	CY	\$10.00	\$7,500.00
3	Finish Lot Grading (Lots 69 and 71)	2	EA	\$750.00	\$1,500.00
4	Roadside Ditch	340	LF	\$3.00	\$1,020.00
5	Erosion Control (Straw Wattles, Etc.)	1	LS	\$2,500.00	\$2,500.00
6	Sawcut and Remove Existing Curb and Gutter, Sidewalk	560	SF	\$5.00	\$2,800.00
7	Sawcut and Remove Existing AC (Thornberg Water Ext.)	100	SF	\$0.00	\$0.00
8	Timber Barricades (Roadway and Sidewalk)	45	LF	\$40.00	\$1,800.00

Earthwork Subtotal

\$22,120.00

2. Streets

1	2" AC & 6" AB (Streets)	3,410	SF	\$2.75	\$9,377.50
2	Type 2 Curb and Gutter (Future Improvement)	170	LF	\$0.00	\$0.00
3	3 5/8" PCC Attached Sidewalk with 6" AB (Future Improvement)	680	SF	\$0.00	\$0.00
4	Slurry Seal (Thornberg CR to CR) (Future Improvement)	2,080	SF	\$0.00	\$0.00
5	5' Cross Gutter w/ 6" AB (Std 4-40)	293	SF	\$15.00	\$4,395.00
6	Concrete Sidewalk and Curbing (CR's)	520	SF	\$10.00	\$5,200.00
7	Survey Monuments (Future Improvement)	1	EA	\$0.00	\$0.00
8	Signage	2	EA	\$350.00	\$700.00
9	Handicap Ramp (Truncated Domes)	2	EA	\$1,300.00	\$2,600.00
10	2"x12" Douglas Fir Headerboard	170	LF	\$10.00	\$1,700.00

Streets Subtotal

\$23,972.50

3. Drainage

1	Drain Facilities (None)	0	LF	\$0.00	\$0.00
---	-------------------------	---	----	--------	--------

Drainage Subtotal

\$0.00

4. Sewer

1	8" VCP Sewer (Future Improvement)	104	LF	\$0.00	\$0.00
2	Abandon Ex. Service (Future Improvement)	1	EA	\$0.00	\$0.00
3	Flushing Branch (Future Improvement)	1	EA	\$0.00	\$0.00
4	Connect to Existing (Future Improvement)	1	EA	\$0.00	\$0.00

Sewer Subtotal

\$0.00

North Douglas Village 1 ~ Lot 70
(No Underground Option)
 Opinion of Probable Cost

March 6, 2015

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
5. Water					
1	8" Water (Future Improvement)	135	LF	\$0.00	\$0.00
2	8" Gate Valve (Future Improvement)	2	EA	\$0.00	\$0.00
3	8" Tee (Future Improvement)	1	EA	\$0.00	\$0.00
4	Water Service - without meter	1	EA	\$2,000.00	\$2,000.00
5	Abandon Ex. Water Service	1	EA	\$1,250.00	\$1,250.00
6	2" Blow-off (Future Improvement)	1	EA	\$0.00	\$0.00
7	Connect to Existing (Future Improvement)	1	EA	\$0.00	\$0.00
Water Subtotal					\$3,250.00
6. Street Lighting					
1.	Street Light Relocation	1	EA	\$3,500.00	\$3,500.00
Street Lighting Subtotal					\$3,500.00
7. Dry Utilities					
1	Misc. Utility Relocation (EX. JT)	1	EA	\$5,500.00	\$5,500.00
2	<u>Mainline Trench Relocation Costs (To Be Verified)</u>	1	EA	\$20,000.00	\$20,000.00
Subtotal Dry Utilities					\$25,500.00
Total Construction Costs Lot 70					\$78,342.50

For Official Use Only:

Case # _____
Fund: _____Lot # _____
Credit Amount/Lot \$850

EXHIBIT B
SUPPLEMENTAL TRAFFIC IMPACT FEE
ASSIGNMENT AND TRANSFER OF FEE CREDIT CERTIFICATE

The undersigned Developer as the holder of certain Supplemental Traffic Impact fee credits related to the credit agreement referenced herein, hereby assigns, transfers and conveys to the undersigned Assignee a credit amount for certain property as indicated below:

Developer's Legal Name: **LENNAR HOMES OF CALIFORNIA**Reference Credit/Reimbursement Agreement: **"Credit Agreement for Privately Constructed Public Facilities, Contract No. 21-2015"**

Reference Contract No. 21-2015

Transfer No. 21-2015-X

Assignee's Legal Name: _____

Assignee's Name of Subdivision or Development Project: North Douglas, Village XNumber of lots assigned credits (Attach a list of lots and copy of final map): lots

Final Map Name: _____

Final Map Lot #: (Insert your new lots here)

Total Credit Allocation before fee credit transfer: _____

Total dollar amount of fee credit transfer: _____

Credit Allocation remaining after transfer: _____

=====

For Public Works Department Use Only:

Lot # _____	Case # _____	Lot # _____	Case # _____
Lot # _____	Case # _____	Lot # _____	Case # _____
Lot # _____	Case # _____	Lot # _____	Case # _____
Lot # _____	Case # _____	Lot # _____	Case # _____
Lot # _____	Case # _____	Lot # _____	Case # _____

DEVELOPER

By: _____
 Name: _____
 Title: _____
 Date: _____
 Phone: _____
 E-mail: _____

CITY Concurrence

By: _____
 Name: _____
 Title: _____
 Date: _____

HOME BUILDER

Phone: _____
 E-mail: _____

Please Submit **THE ORIGINAL ONLY** to the City of Rancho Cordova, Department of Public Works

MEMORANDUM

DATE: March 16, 2015

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director and
Chris Boyer, Associate Civil Engineer



SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDER NO. 1 FOR THE AMOUNT OF \$13,044.39 WITH ALL-AMERICAN CONSTRUCTION INC., FOR CONSTRUCTION OF THE SUNRISE BLVD SIDEWALK IMPROVEMENTS PROJECT.

RECOMMENDATION

Adopt Resolution 32-2015.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute Contract Change Order No. 1 with All-American Construction Inc., to increase the current contract amount from \$101,834.50 to \$114,878.99 for the construction of the Sunrise Boulevard Sidewalk Improvements Project.

BACKGROUND

The City Council approved the execution of Contract No. 111-2014 on November 17, 2014 for the Sunrise Boulevard Sidewalk Improvements Project which will install sidewalk and curb ramps along Sunrise Boulevard from Gold Country Boulevard to South Bridge Street and also add a crosswalk to the south side of the Sunrise Boulevard and Zinfandel Drive intersection.

Contract Change Order No. 1 covers the cost associated with unforeseen conditions encountered during construction and reconciling the quantities of the bid form with the actual quantities placed during construction, for an amount of \$13,044.49.

Construction began on January 20, 2015, and was completed on March 3, 2015.

FISCAL IMPACT

Funding for this project consists of currently budgeted City Transportation Funds. There is no impact to the City's General Fund.

ATTACHMENT

Resolution No. 32-2015 including Exhibit A (Change Order No. 1).

CITY OF RANCHO CORDOVA

RESOLUTION NO. 32-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDER NO. 1
FOR THE AMOUNT OF \$13,044.39 WITH ALL-AMERICAN CONSTRUCTION INC., FOR
CONSTRUCTION OF THE SUNRISE BOULEVARD SIDEWALK IMPROVEMENTS PROJECT**

WHEREAS, on December 9, 2014 the City awarded the Sunrise Boulevard Sidewalk Improvements Project to the lowest responsive bidder, All-American Construction Inc., in the amount of \$101,834.50 (Contract 111-2014); and

WHEREAS, unforeseen conditions were encountered during construction and it became necessary to modify the plans and specifications with a change order to complete construction of the project; and

WHEREAS, the City recommends that the City Council authorize the City Manager to execute Contract Change Order No. 1 with All-American Construction Inc., in an amount of \$13,044.49; and

WHEREAS, the total amount of the change order (**Exhibits A**) exceeds the amount the City Manager is authorized to approve.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract Change Order No. 1 (**Exhibit A**) with All-American Construction Inc., to increase the current contract amount from \$101,834.50 to \$114,878.99.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

Project Name:
**Sunrise Blvd. Sidewalk
 Improvement Project**

CITY OF RANCHO CORDOVA
Contract Change Order No. 1

Sheet 1 of 1
 City Contract No. 111-2014

To: **All-American Construction, Inc.** You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Change requested by: **Engineer**

Based on final field measurements, the following bid item quantities are adjusted. See Attachment No. 1 for bid item quantity adjustments **INCREASE: \$1,057.00**

Extra Work at Agreed Lump Sum: **INCREASE: \$7,625.00**
 Contractor directed to furnish and install 3 EA sidewalk barricades per County Dwg. 4-40. Payment for this work is \$1,425.00.

Contractor directed to furnish and place hydroseed on all disturbed areas (approximately 4,700 SF) as directed by Engineer. Payment for this work is at agreed lump sum of \$6,200.00.

Extra Work at Force Account: **INCREASE: \$4,362.49**
 Contractor directed to relocate street light pull box out of proposed landing of north return. Payment for this work is \$4,362.49.

Contract Summation:		Total Cost of Change:	\$13,044.49
Original Contract: \$101,834.50	Total Change Orders: \$13,044.49	New Contract Cost Total:	\$114,878.99

By reason of this order the time of completion will be adjusted as follows: **0 WORKING DAYS**

Submitted by: <u><i>Bob Trumbo</i></u>	Construction Manager/Resident Engineer City of Rancho Cordova	Date: <u><i>3/6/15</i></u>
Recommend Approval by: _____	Project Manager City of Rancho Cordova	Date: _____
Approved by: _____	Public Works Director City of Rancho Cordova	Date: _____

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices and time extensions shown above.

Acceptance Date: *3/3/15* Contractor: *JASON STOKES*
 By: *Jason Stokes* Title: *PRESIDENT*

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Original to: *Contractor*
City Clerk
 Copies to: *Resident Engineer*
City Project Manager
Project Engineer

 City Manager or Designee
 City of Rancho Cordova

 Date

**Sunrise Blvd Sidewalk Improvements
CP13-2127**

CCO#1 - Attachment #1

CONTRACT BID ITEM OVER RUN/ (UNDER RUN)						
Item #	ITEM DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT	
A5	Class 2 Aggregate Base	TON	-80	\$ 24.50	(\$1,960.00)	
A7	Remove/replace PCC Type 1 curb and gutter	LF	18	\$ 85.00	\$1,530.00	
A8	PCC Sidewalk/Ramp Replacement	SF	-201	\$ 6.50	(\$1,306.50)	
A9	Import Borrow	CY	13	\$ 60.00	\$780.00	
A11	Adust Utility Box to Grade	EA	6	\$ 280.00	\$1,680.00	
A13	Remove Traffic Stripe (4")	LF	-10	\$ 2.00	(\$20.00)	
A15	Thermoplastic Traffic Stripe (4")	LF	210	\$ 3.00	\$630.00	
A16	Thermoplastic Traffic Stripe (12")	LF	1	\$ 3.00	\$3.00	
B2	Class 2 Aggregate Base	TON	-13	\$ 24.50	(\$318.50)	
B4	PCC Sidewalk or PCC Ramp Replacement	SF	6	\$ 6.50	\$39.00	
		Total Bid Item Over run/(Under run) =				\$1,057.00

MEMORANDUM

DATE: March 16, 2015

TO: Honorable Mayor and Council Members

FROM: Matthew Diaz, Associate Planner



SUBJECT: CAPITAL VILLAGE SPECIAL PLANNING AREA DEVELOPMENT AGREEMENT AMENDMENT; PROJECT NO. DD8568 – LOCATED AT THE SOUTHEAST CORNER OF ZINFANDEL DRIVE AND DATA DRIVE, TO THE NORTHWEST CORNER OF PROSPECT PARK DRIVE AND THE NORTHERN BOUNDARY OF THE VILLAGES OF ZINFANDEL PLANNING SPECIAL PLAN LOCATED SOUTH OF INTERNATIONAL DRIVE.

PROPERTY OWNER/APPLICANT:

Beazer Homes Holding Corp.
Mr. Ken Dohrn
1731 E. Roseville Parkway, Suite 140
Roseville, CA 95661

PROJECT:	Capital Village Special Planning Area Development Agreement Amendment to extend the timing requirement of the agreement an additional ten years.
FILE:	DD8568
LOCATION:	From the southeast corner of Zinfandel Drive and Data Drive, to the northwest corner of Prospect Park Drive and the northern boundary of the Villages of Zinfandel Planning Special Plan located south of International Drive
APN:	Multiple
PLANNER:	Matthew Diaz, Associate Planner

RECOMMENDATION

Introduce and waive the first reading of Ordinance 5-2015.

RESULT OF RECOMMENDED ACTION

Adopting this Ordinance will extend the current timing requirement for the Capital Village Special Planning Area Development Agreement (DA) by an additional ten year term. While a majority of the special planning area is developed, this time extension is needed to ensure consistent financial mechanisms are in place to complete the remaining residential development.

BACKGROUND

Required Permits and Regulatory Basis

Section 23.158 of the Zoning Code establishes the process for adopting and amending a development agreement between the City and the applicant.

The original Capital Village project was approved in March 2005. Since that approval, the downturn in the economy has halted completion of this project's multifamily "loft" housing designation as well as the residential units within Phase 3 and 4, south of International Drive. Since the original 10-year timing requirement within the project's Development Agreement is set to expire in 2015, the applicant is requesting to extend the timing requirement by an additional 10-year term ending in 2025. There are no modifications to the project's tentative subdivision map or land use designations at this time.

PROJECT ANALYSIS

Proposed amendments to the Development Agreement will change two sections of the original Development Agreement in the following way:

- Restatement of Section 6 "Project Approvals" of the Recitals to reflect the appropriate environmental documentation for the project, memorialize recent approvals since the original adoption in 2005, and memorialize the first amendment to the Development Agreement;
- Modify Agreement Section 5.1 "Effective date and term" to reflect this amendment to extend the effective date Ordinance 5-2015 is adopted.

ENVIRONMENTAL ANALYSIS

The project has been reviewed and it has been determined to be exempt under Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) of the California Environmental Quality Act Guidelines. The proposed Development Agreement amendment is consistent with the Capital Village Special Planning Area standards as well as the City's General Plan. A Mitigated Negative Declaration was previously prepared for the special planning area consistent with the General Plan Environmental Impact Report. The currently proposed timing amendment to the Development Agreement will not result in alterations to the project that would result in any new and/or unforeseen environmental impacts.

ATTACHMENTS

1. Ordinance 5-2015, including 1st Amendment to the Capital Village Development Agreement (**Exhibit A**) with Exhibits.
2. 500 foot radius map and mailing list.

ATTACHMENT 1**CITY OF RANCHO CORDOVA****ORDINANCE NO. 5-2015**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE
CAPITAL VILLAGE SPECIAL PLANNING AREA**

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:**Section 1. Recitals.**

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, *et seq.*, of the Government Code (the "Development Agreement Statute"), authorizing the City, and any person having a legal or equitable interest in the real property, to enter into a development agreement and establish certain development rights in the property, which is the subject of the development project application. Pursuant to Government Code section 65868, Development Agreements may be amended by mutual assent of the parties.

B. On March 21, 2005, the City of Rancho Cordova ("City") and Beazer Homes Holding Corporation entered into a Development Agreement for the Capital Village Special Planning Area Project (referred to as Capital Village), consisting of 117 acres of mixed use development. (Ordinance Number 07-2005). The Capital Village Project is located at the southeast corner of Zinfandel Drive and Data Drive, to the northwest corner of Prospect Park Drive and the northern boundary of the Villages of Zinfandel Planning Special Plan located south of International Drive. The Capital Village Project is mostly developed; however the multifamily "loft" designation has not been developed while the Phases 3 and 4 residential units are under construction. This approval included a rezone, special plan standards, and certified a Mitigated Negative Declarations ("MND") that concluded that the Project would not have a significant impact on the environment due to the mitigation measures adopted. All recitals and findings of determination in Ordinance 21-2006, which adopted the Development Agreement, are still accurate and relevant to the Amendment.

E. Pursuant to Government Code section 65868, City and Landowner desire to modify the Development Agreement to extend the agreement's timing by an additional ten years to secure the financial obligations, as more fully set forth in the attached First Amendment to the Development Agreement ("First Amendment.")

F. On March 16, 2015, the City Council, as the legislative body for purposes of Development Agreement approval, held a properly noticed public hearing pursuant to Government Code section 65867 and considered all comments received in writing and all testimony received at the public hearing. Following the public hearing, the Applicant is required pay all costs associated with processing of the First Amendment and to maintain a minimum \$5,000 deposit with the City for DA compliance review as the project builds out.

ATTACHMENT 1**Section 2: Findings.**

Therefore, on the basis of: (a) the foregoing recitals, which are hereby incorporated herein; (b) the City of Rancho Cordova's General Plan and General Plan EIR; (c) and the Capital Village MND, the City Council finds and determines that:

A. The First Amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan in that: (a) The Project remains predominantly residential uses and is consistent with the General Plan and Special Planning Area requirements; (b) the Project is consistent with the fiscal policies of the General Plan with respect to provisions of infrastructure and public services; and, (c) the First Amendment to the Amended Development Agreement will extend the term limits of the agreement in order to secure the financial provisions relating to financing public services, construction and maintenance of public facilities, park development fees.

B. The First Amendment and Amended Development Agreement are compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the real property is located.

C. The First Amendment to the Development Agreement is in conformity with public convenience, general welfare and good land use policies in that the First Amendment and Amended Development Agreement will continue to implement land use guidelines set forth in the General Plan and help fund infrastructure and parks needed to serve new development.

D. The First Amendment will not be detrimental to the health, safety and general welfare in that the Project will proceed in accordance with the programs and policies of the General Plan.

E. The First Amendment will not adversely affect the orderly development of property, or the preservation of property values, in that the amendment is consistent with the General Plan.

F. The First Amendment is consistent with and includes the substantive elements of Government Code sections 65864 through 65869.5, and has been processed consistent with all the procedural requirements thereof.

Section 3: Approval of First Amendment to Development Agreement.

The City Council hereby approves the First Amendment to the Development Agreement, attached to this Ordinance and incorporated herein by reference as **Exhibit A**, and authorizes the City Manager to sign the amended Development Agreement after the effective date of this Ordinance.

Section 4: Recordation

Within ten (10) days after the First Amendment to the Development Agreement is executed by the City Manager, the City Clerk shall submit the amendment to the County Recorder for recordation.

Section 5: Severability.

If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, it shall not affect the

ATTACHMENT 1

remaining portions of this Ordinance that can be given effect without the invalid provision and, to this end, the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 6: Publication and Effective Date.

Within fifteen (15) days after adoption, a summary of this Ordinance shall be published once in the Grapevine Independent or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this ____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

EXHIBIT A

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF RANCHO CORDOVA,
BEAZER HOME HOLDINGS CORP. AND
HEARTHSTONE MULTI-ASSET ENTITY B, L.P.**

RELATIVE TO CAPITAL VILLAGE

This First Amendment ("**First Amendment**") to Development Agreement is entered into this ___ day of _____, 2015, by and between the CITY OF RANCHO CORDOVA, a California municipal corporation ("**City**"), BEAZER HOMES HOLDING CORP., a Delaware Corporation, and HEARTHSTONE MULTI-ASSET ENTITY B, L.P., a California limited partnership (collectively, "**Landowner**"). City and Landowner are hereinafter collectively referred to as the "Parties," and singularly as a "Party."

RECITALS

A. On _____, 2005, the City of Rancho Cordova and Landowner entered into that certain agreement entitled Development Agreement by and between the City of Rancho Cordova and Beazer Homes Holding Corp. and Hearthstone Multi-Asset Entity B, L.P. (the "**Development Agreement**"). Pursuant to the Development Agreement, Landowner agreed to develop certain property, more particularly described in the Development Agreement, subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on April 6, 2006, in Book 20060406, Page 1536.

B. The Development Agreement is set to expire on _____, 2015. Pursuant to the Landowner's request, and pursuant to Government Code section 65868, this First Amendment will amend the Development Agreement extending the term an additional ten (10) years as it relates to the Subject Property.

C. All environmental impacts have been reviewed and addressed at the time the project was approved. All recitals and findings of determination in Ordinance ____-2005, which adopted the Development Agreement on _____, are still accurate and relevant to this First Amendment.

EXHIBIT A

D. On March 21, 2005, the City Council certified as adequate and complete the Mitigated Negative Declaration (“**MND**”) for the project. Mitigation measures were required in the MND and incorporated into the terms and conditions of the Development Agreement.

E. This First Amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City’s General Plan.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. **Incorporation of Recitals.** Recitals A through E are hereby incorporated herein, including the documents referenced in the Recitals.

2. **Amendment of Section 6 of the Recitals Concerning “Project Approvals.”** Section 6 of the Recitals of the Development Agreement is hereby amended by deleting subsection 6.4 and replacing it with the following:

“6.4 The Development Agreement adopted on _____, by City Ordinance No. _____ as amended on _____, 2015 by City Ordinance No. __-2015 adopting the First Amendment.”

3. **Restatement of Section 5.2 concerning the “Term.”** City and Landowner agree that Section 5.2 of the Agreement is hereby deleted and replaced with the following:

“**5.2 Term.** Upon the execution of the First Amendment, the term of this Agreement shall commence on the Effective Date and extend to _____, 2025, which date is a period of ten (10) years from the date that City Ordinance No. __-2015 approving the First Amendment takes effect, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following expiration of the term, this Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.”

4. **Definition of Terms.** All capitalized terms used in this First Amendment shall have the same definition as provided in the Agreement, except where a different definition has been supplied in this First Amendment.

5. **All Other Terms in Force.** Except as amended by this First Amendment, all terms and conditions of the Agreement remain in full force and effect.

6. **Recording.** Within ten (10) days after the Effective Date, City shall record this First Amendment with the Sacramento County Recorder’s Office.

7. **Counterparts.** The Parties may execute this First Amendment in counterparts, each of which will be considered an original, but all of which will constitute the same instrument.

EXHIBIT A

8. Entire Agreement. This First Amendment sets forth the Parties' entire understanding regarding the matters set forth above. It supersedes all prior or contemporaneous agreements, representations, and negotiations regarding those matters (whether written, oral, express, or implied) and may be modified only by another written agreement signed by all Parties. This First Amendment will control if any conflict arises between it and the Agreement.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this First Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ day of _____, 20____, and Landowner has caused this First Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: _____

Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

"LANDOWNER"

BEAZER HOMES HOLDING CORP.,
a Delaware corporation

By: _____

Name: _____

Its: _____

HEARTHSTONE MULTI-ASSET ENTITY
B, L.P., a California limited partnership

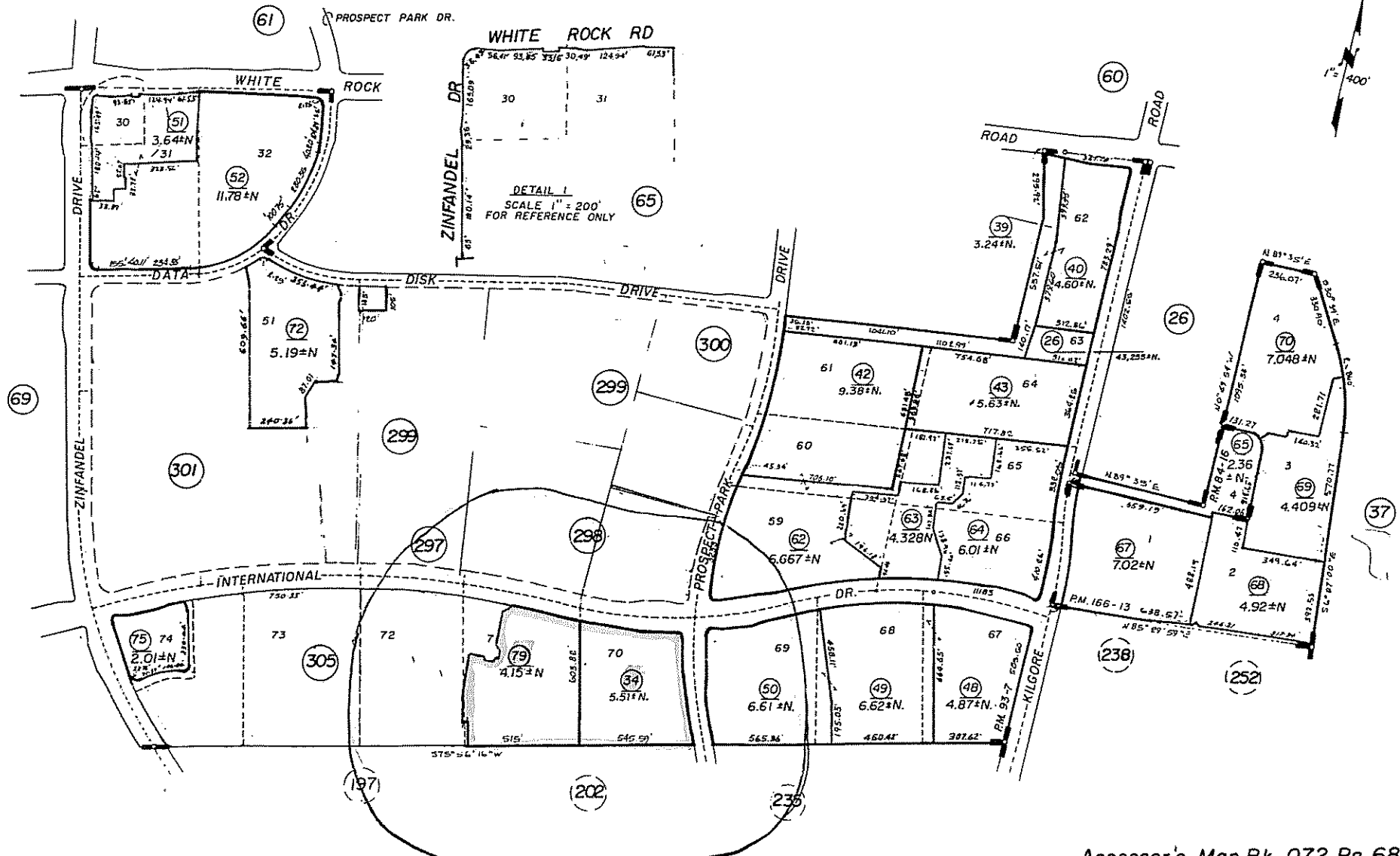
By: HHP GP, LLC, A California limited
liability company, its General Partner

By: HEARTHSTONE, INC.,
a California corporation, its
Manager

By: _____

Name: _____

Its: _____

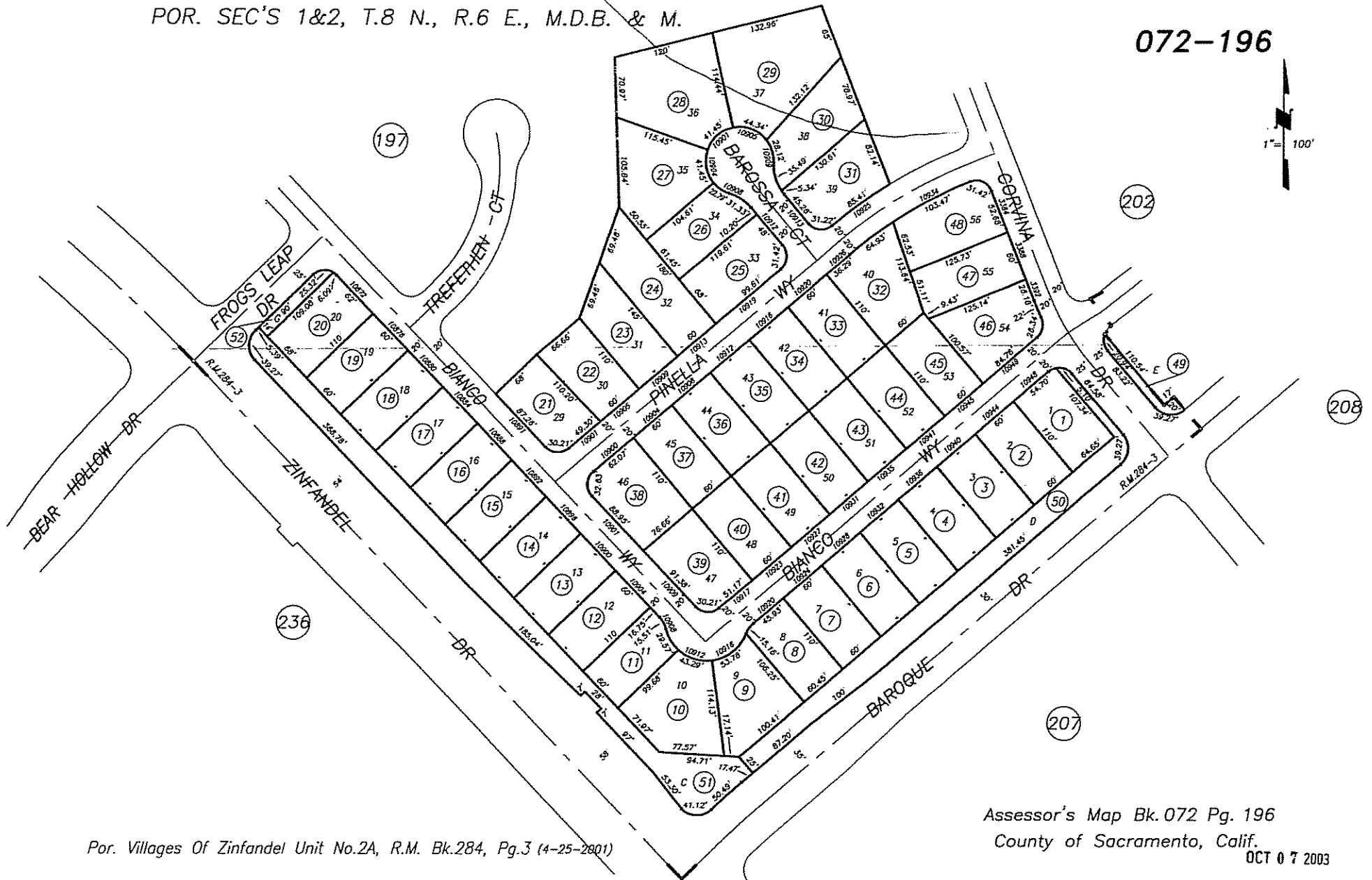
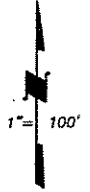


Por. Cook Capital Center, P.M. BK. 84, Pg. 16 (12-14-84)
Por. Capital Center II, Parcel Map Bk. 93, Pg. 7 (4-10-86)

Assessor's Map Bk. 072 Pg. 68
County of Sacramento, Calif.

POR. SEC'S 1&2, T.8 N., R.6 E., M.D.B. & M.

072-196



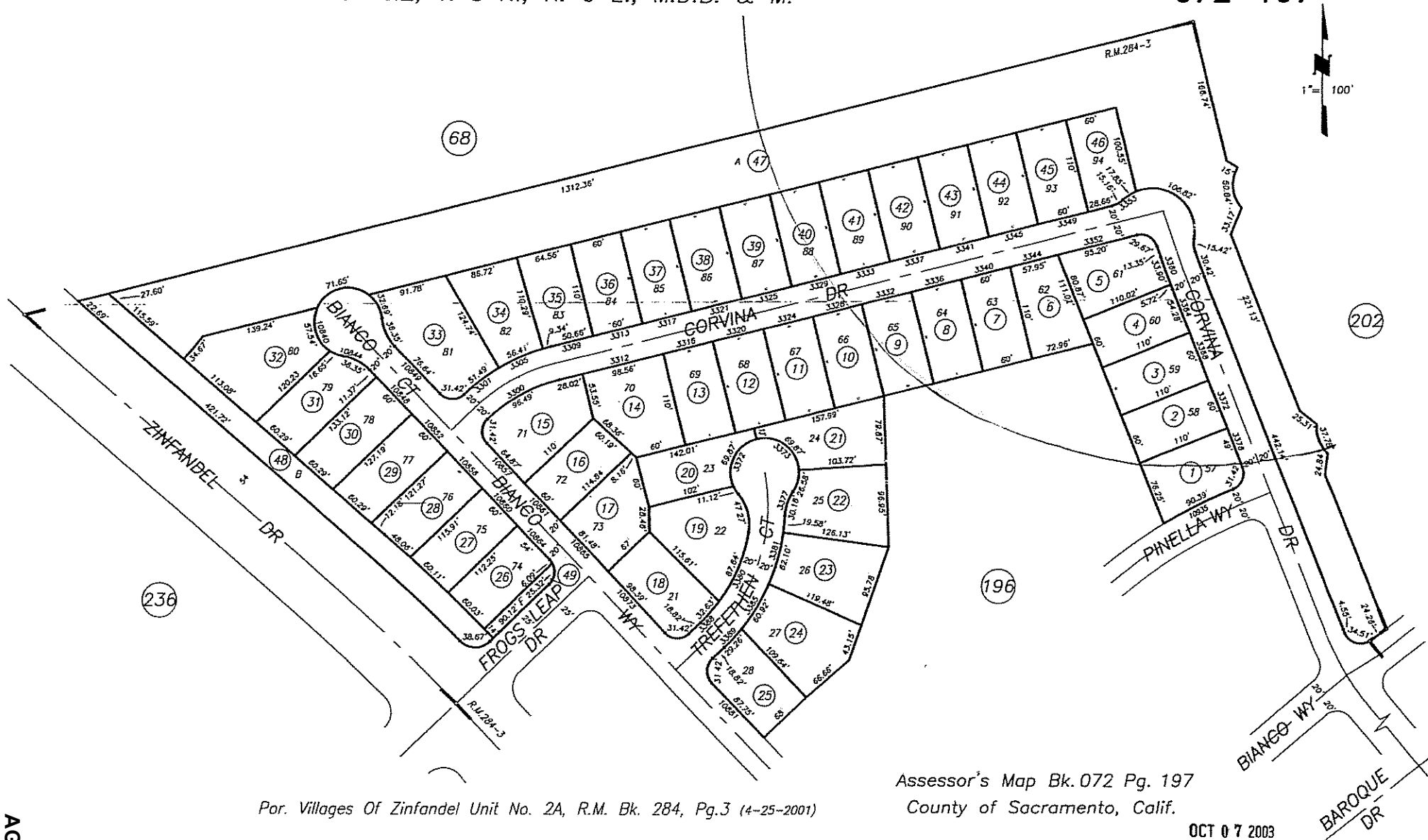
Por. Villages Of Zinfandel Unit No.2A, R.M. Bk.284, Pg.3 (4-25-2001)

Assessor's Map Bk.072 Pg. 196
County of Sacramento, Calif.

OCT 07 2003

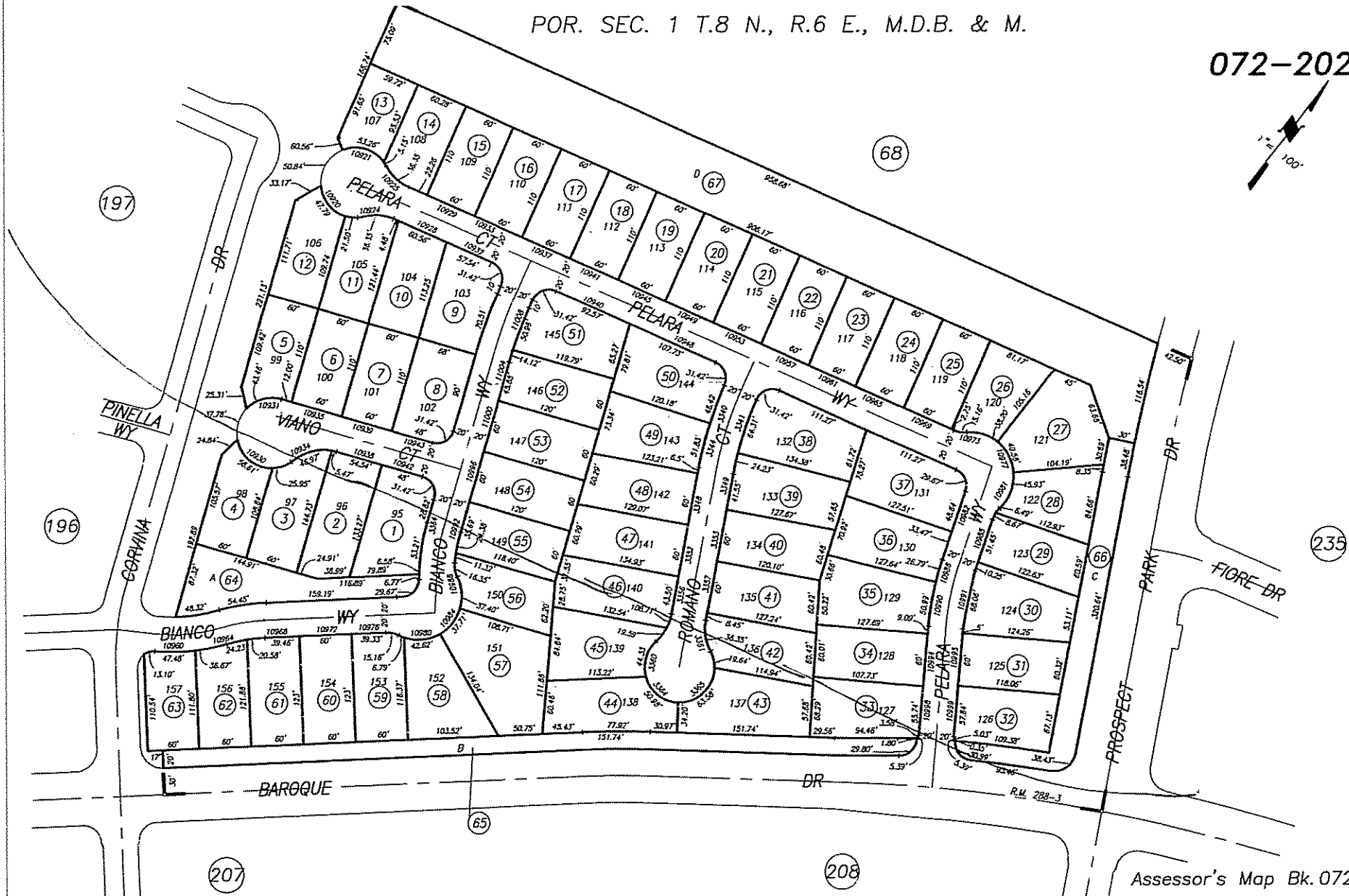
POR. SEC'S 1&2, T. 8 N., R. 6 E., M.D.B. & M.

072-197



072-202

POR. SEC. 1 T.8 N., R.6 E., M.D.B. & M.



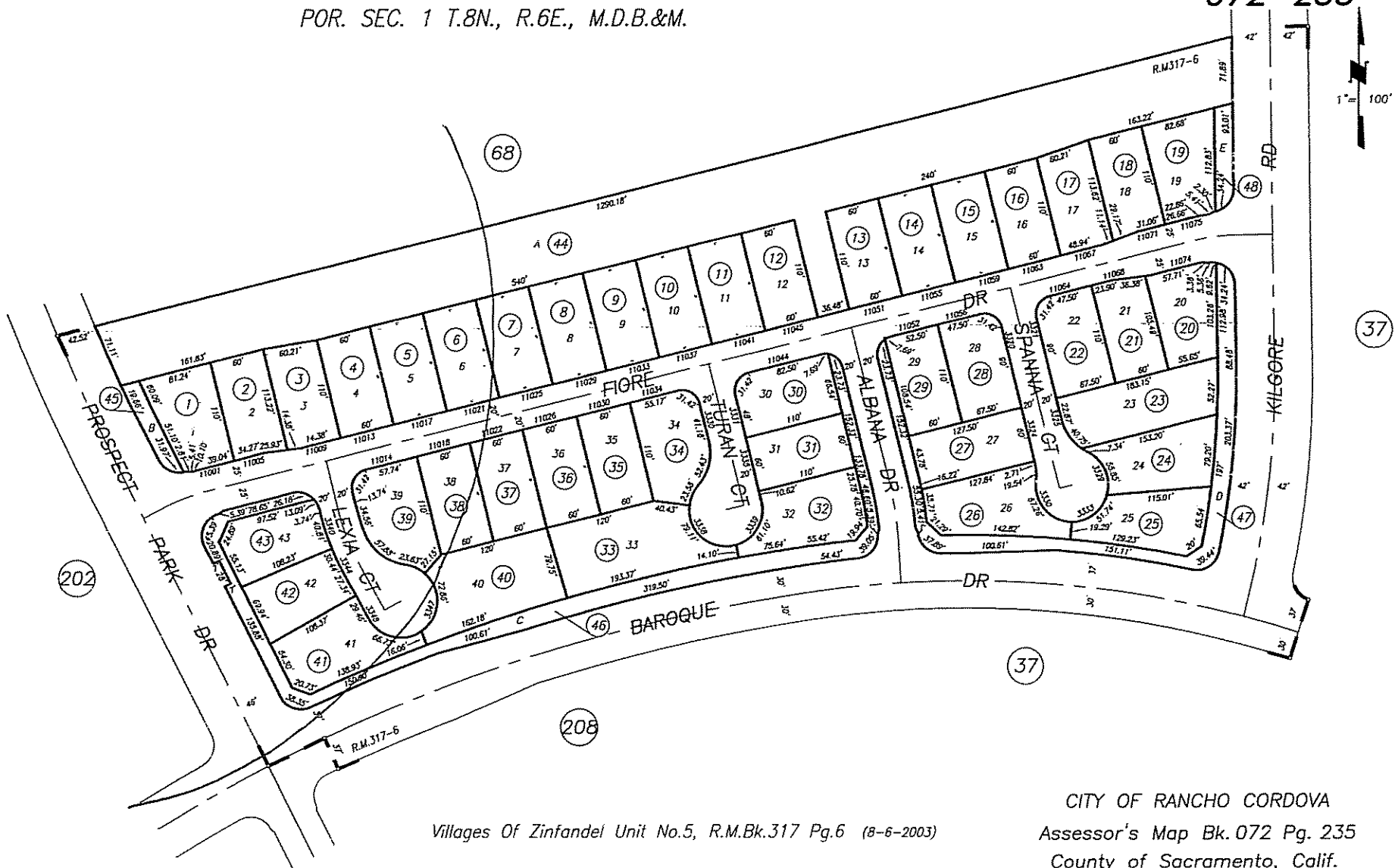
Villages Of Zinfandel Unit No.2B, R.M. Bk.288, Pg.3 (8-16-2001)

Assessor's Map Bk.072 Pg. 202
County of Sacramento, Calif.

OCT 07 2003

POR. SEC. 1 T.8N., R.6E., M.D.B.&M.

072-235



Villages Of Zinfandel Unit No.5, R.M.Bk.317 Pg.6 (8-6-2003)

CITY OF RANCHO CORDOVA
 Assessor's Map Bk.072 Pg. 235
 County of Sacramento, Calif.

OCT 07 2003

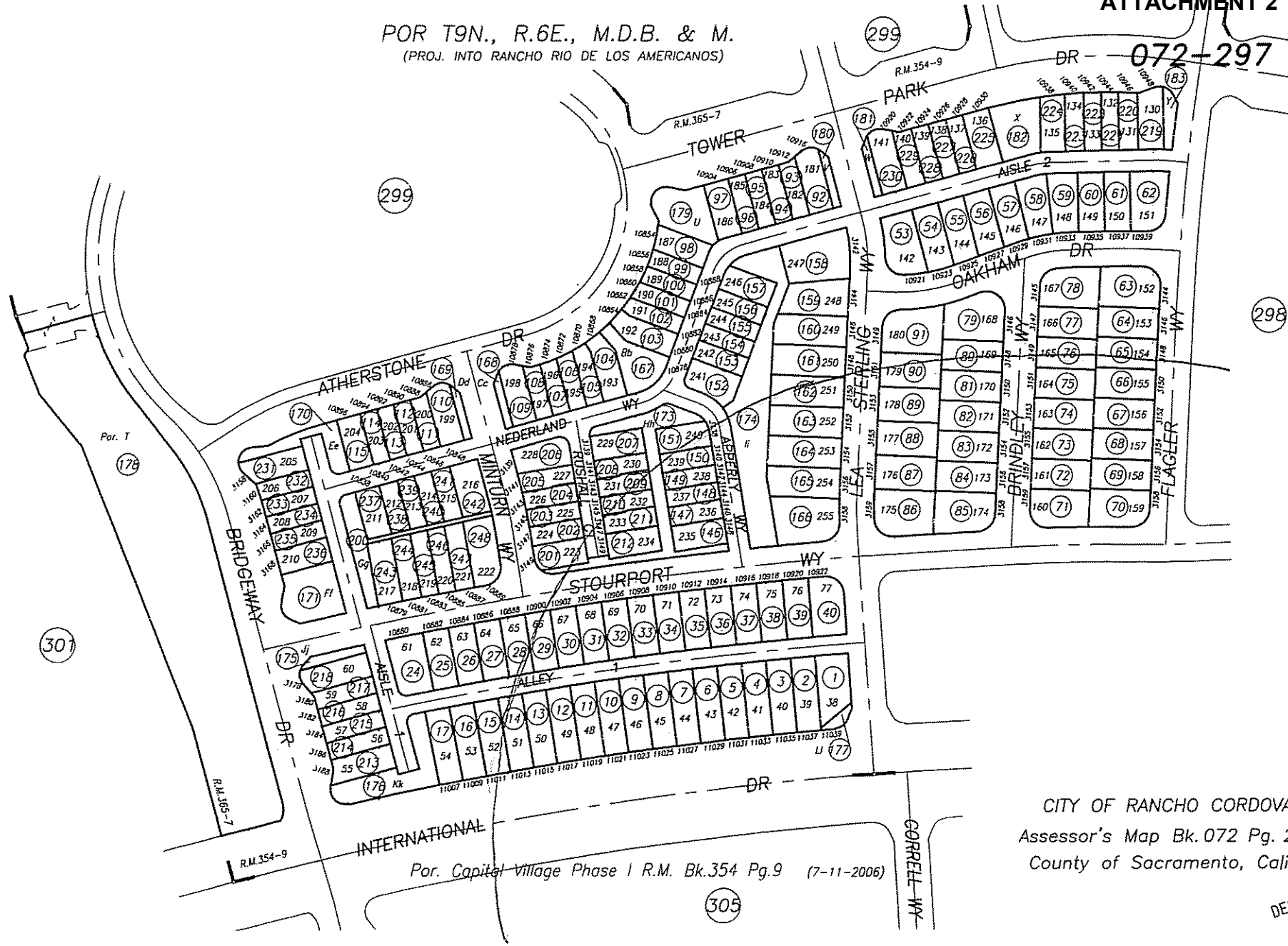
POR T9N., R.6E., M.D.B. & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

ATTACHMENT 2

DR - 072-297

300

1" = 100'

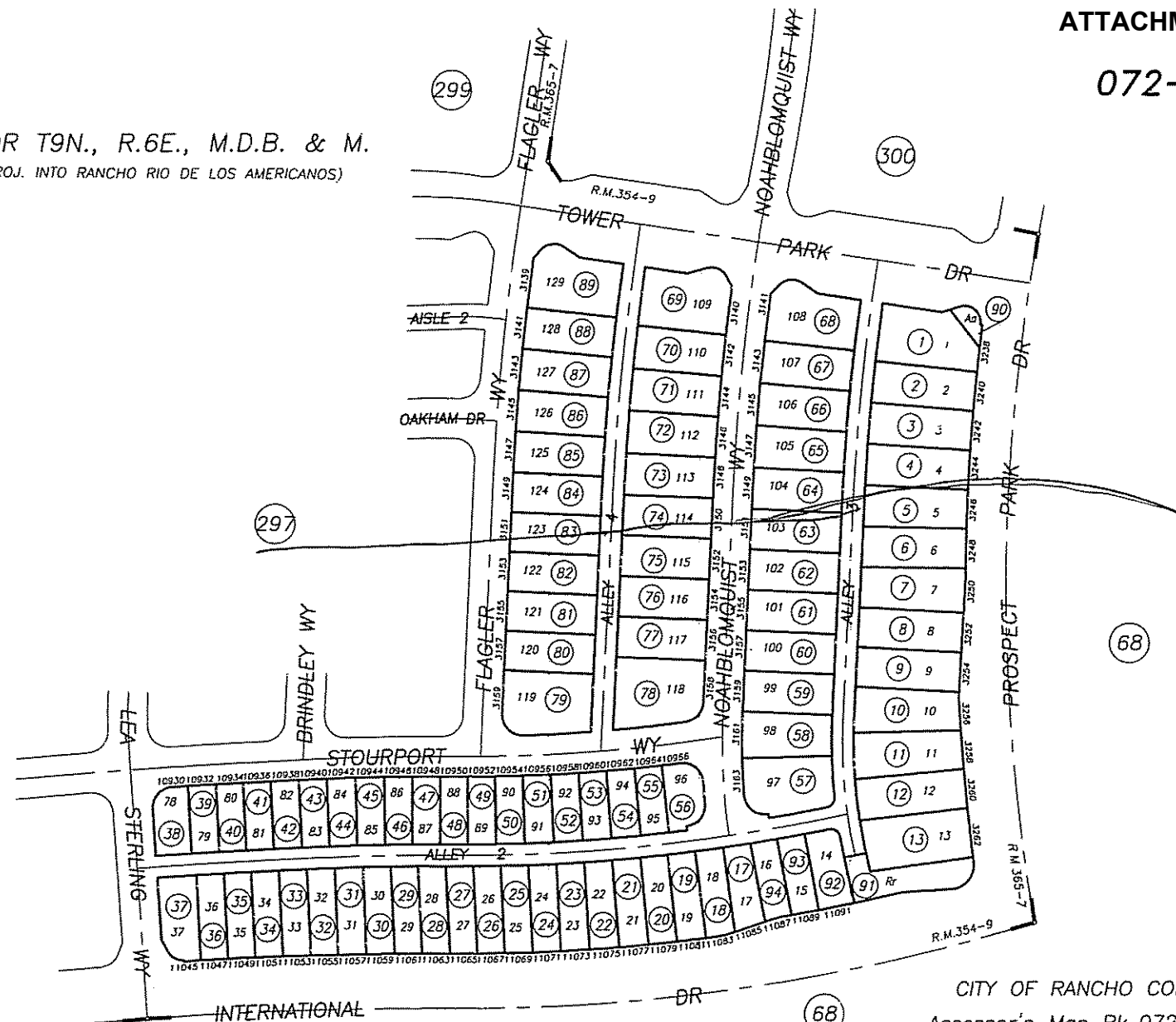


CITY OF RANCHO CORDOVA
Assessor's Map Bk. 072 Pg. 297
County of Sacramento, Calif.

DEC 09 2008

072-298

POR T9N., R.6E., M.D.B. & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)



POR T.9N., R.6E., M.D.B. & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

301

297

072-305

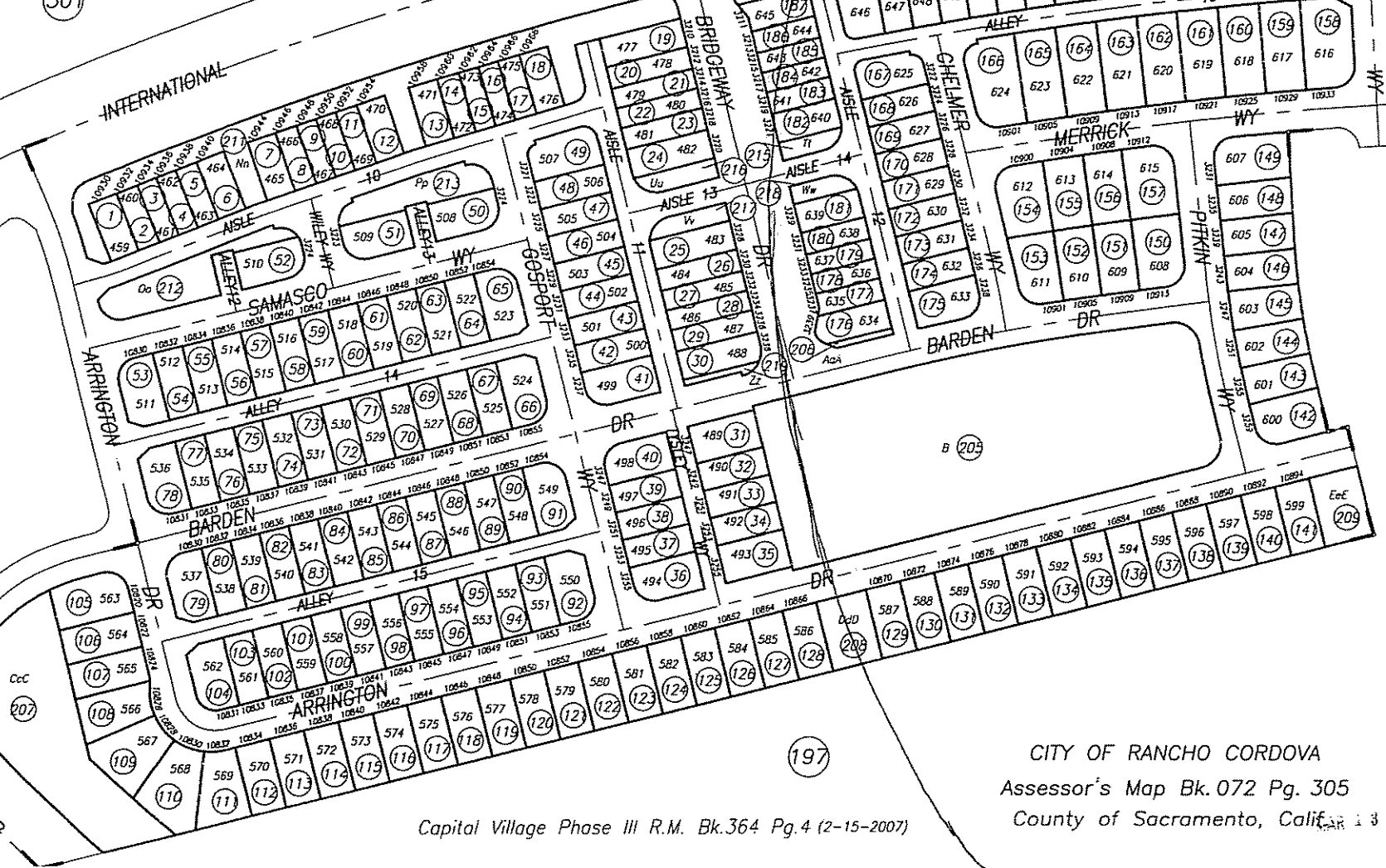
R.M.364-4

214

1" = 100'

68

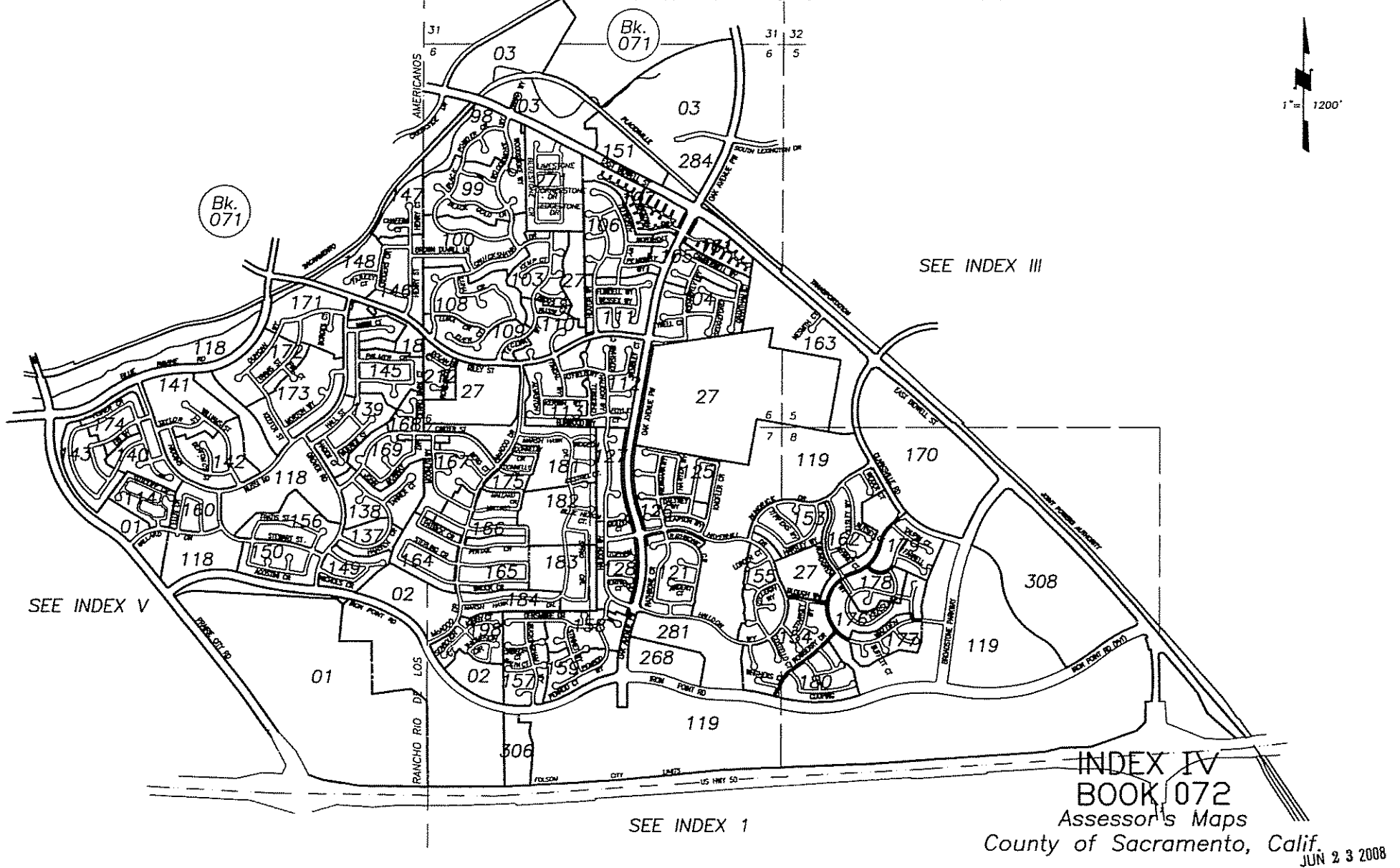
197



Capital Village Phase III R.M. Bk.364 Pg.4 (2-15-2007)

CITY OF RANCHO CORDOVA
Assessor's Map Bk.072 Pg. 305
County of Sacramento, Calif.

POR RANCHO DE LOS AMERICANOS & POR T.8 & 9N. R.8E. MDB&M



072 0680 050 0000
Reef Amer Reit II Corporation Qqqq
Po Box 4900
Scottsdale, AZ 85261-4900

072 0680 062 0000
Cherry Blossom Properties LLC
4190 Cadwallader Ave
San Jose, CA 95121-1111

072 1960 028 0000
Andrew & AndrewOushakoff
10901 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 029 0000
Angela & RonLawson
10905 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 030 0000
Don HowardHatch
10909 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 031 0000
Richard & DebraGray
10913 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1970 001 0000
Yeukpang & MichelleHo
3376 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 002 0000
ArunKaiwar
726 Hunter Pl
Folsom, CA 95630-6906

072 1970 003 0000
Cheryl LynnDilbeck
3368 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 004 0000
Jesus Jr & AmaliaHiguera
3364 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 005 0000
SallyDoan
4384 Rosenstock Way
Rancho Cordova, CA 95742-8097

072 1970 006 0000
E & Lecam
11639 Melones Cir
Gold River, CA 95670-7755

072 1970 007 0000
Marlon & ZanaidaQuiambao
3340 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 008 0000
Lily & RickBuckingham
3336 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 009 0000
Billy & PeterNham
3332 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 010 0000
Weber
3328 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 040 0000
Gloria & DavidFanton
3329 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 041 0000
Reynaldo & EvangelinaRamos
3333 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 042 0000
MarshaCoelho
9829 Ruddy Duck Way
Elk Grove, CA 95757-8163

072 1970 043 0000
Florentine AvaAbbott
3341 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 044 0000
Mariane Pinky & LudwigCeniza
3345 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 045 0000
PhongHuynh
3349 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 046 0000
Stang
1597 Country Club Dr
Placerville, CA 95667-6020

072 1970 047 0000
Cordova Recreation & Park District
2729 Prospect Park Dr #230
Rancho Cordova, CA 95670-6291

072 2020 001 0000
Lauritzen 20ii
10942 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 002 0000
EdgarArakelyan
10938 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 003 0000
Cynthia De La FuenteNunez
10934 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 004 0000
Michael & StephanieYearwood
10930 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 005 0000
NeilErickson
10931 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 006 0000
JudithNixon
10935 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 007 0000
GaryMorrisette
10939 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 008 0000
LisaKwon
10943 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 009 0000
MartinSzwarc
10932 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 010 0000
McDaniel
10928 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 011 0000
Craig & MaryBoom
10924 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 012 0000
DungTran
10920 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 013 0000
Enrico & JamieCarrieri
10921 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 014 0000
Tan Savi & Vunlayn
10925 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 015 0000
Kilcha & RichardKelly
10929 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 016 0000
Craig AlanChristensen
10933 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 017 0000
Jae SikKang
10937 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 018 0000
BarbaraRingwald
10941 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 019 0000
Murli & RadhaShastri
10945 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 020 0000
James & PatriciaGisler
10949 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 021 0000
Md AbdulMomen
175 Arbuckle Ave
Folsom, CA 95630-5412

072 2020 022 0000
KirstenVanosten
10957 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 023 0000
Amiee BoiNham
10961 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 024 0000
JamesJohnson
10965 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 025 0000
Apolinar & RosalieLingad
1757 Hillside Blvd
S San Fran, CA 94080-1331

072 2020 026 0000
PaulLeboeuf
10973 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 027 0000
Alexander & AnnaAdamov
10977 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 028 0000
James & SherylCannon
10981 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 029 0000
Larson
10985 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 030 0000
TracyOlihovik
10991 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 031 0000
TayibSamu
10995 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 032 0000
Kyong Sun & RicardoTipton
10999 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 033 0000
Joanne & PatrickJaeger
10998 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 034 0000
RaquelMauricio
10994 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 035 0000
RichardDao
10990 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 036 0000
Dumitru & Evallea
10986 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 037 0000
Eric & TracyWittnebel
10982 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 038 0000
Ju KuHo
3531 Hart Cmn
Fremont, CA 94538-2207

072 2020 039 0000
AliEzzeddine
3349 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 040 0000
Johnson ThoDang
3353 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 041 0000
Nicholas & StacyAdair
3357 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 042 0000
Ezra & JenicaWilliams
3361 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 046 0000
Lloyd Jr & CNuzum
3356 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 047 0000
PedroCastaneda
3352 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 048 0000
AlbertVasquez
3348 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 049 0000
Gennadiy & TamaraGorbenko
3498 Ponzi Ct
Rancho Cordova, CA 95670-6971

072 2020 050 0000
Janice & MichaelMummert
3340 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 051 0000
Larry & KarenDarling
11008 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 052 0000
Spires
11004 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 053 0000
NargisJareen
1985 Benita Dr #1
Rancho Cordova, CA 95670-2624

072 2020 054 0000
SheliaSells
10996 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 055 0000
SuhirHaranay
10992 Bianco Way
Rancho Cordova, CA 95670-6907

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Cordova Recreation & Park District
2729 Prospect Park Dr #230
Rancho Cordova, CA 95670-6291

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Cordova Recreation & Park District
2729 Prospect Park Dr #230
Rancho Cordova, CA 95670-6291

072 2350 001 0000
Carillo
3501 Corvina Dr
Rancho Cordova, CA 95670-6934

072 2350 002 0000
Jon & RosemarieRowland
11005 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 003 0000
LarryHall
8901 Degas Ct
Fair Oaks, CA 95628-6635

072 2350 004 0000
BeatrizAlo
11013 Fiore Dr
Rancho Cordova, CA 95670-6945

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Ae & KyungranSeo
11017 Fiore Dr
Rancho Cordova, CA 95670-6945

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AndreyViktorovich
11021 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 007 0000
MildredKosir
10813 Bellone Way
Rancho Cordova, CA 95670-6918

072 2350 037 0000
DungthuyHoang
11022 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 038 0000
Barry & CavenaWong
30 Colorados Dr
Millbrae, CA 94030-2108

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RMercado
11014 Fiore Dr
Rancho Cordova, CA 95670-6945

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LupeRenteria
3347 Lexia Ct
Gold River, CA 95670-6944

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ThuanDang
3348 Lexia Ct
Rancho Cordova, CA 95670-6944

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Jack & SandraOrejel
3344 Lexia Ct
Rancho Cordova, CA 95670-6944

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MeiKowalski
3340 Lexia Ct
Rancho Cordova, CA 95670-6944

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Cordova Recreation & Parks District
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Rancho Cordova, CA 95670-6291

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Rancho Cordova, CA 95670-6291

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Cordova Recreation & Parks District
2729 Prospect Park Dr #230
Rancho Cordova, CA 95670-6291

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ZeferinoGuerra
11039 International Dr
Rancho Cordova, CA 95670-6252

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Jeffrey & JessicaDavies
11037 International Dr
Rancho Cordova, CA 95670-6251

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Jason & ChelseaRojo
11035 International Dr
Rancho Cordova, CA 95670-6251

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MalgorzataGlowacka
11033 International Dr
Rancho Cordova, CA 95670-6251

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JeraldJones
11031 International Dr
Rancho Cordova, CA 95670-6251

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Cruz CarloDela
9354 Rolling Glen Ct
Orangevale, CA 95662-5631

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JosephJew
11027 International Dr
Rancho Cordova, CA 95670-6251

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LanZhang
11025 International Dr
Rancho Cordova, CA 95670-6251

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BadarRizvi
11023 International Dr
Rancho Cordova, CA 95670-6251

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Paul & RachelleSantiago
11021 International Dr
Rancho Cordova, CA 95670-6250

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AndrewArmstrong
11019 International Dr
Rancho Cordova, CA 95670-6250

072 2970 012 0000
Robert ScottMiller
1821 Q St
Sacramento, CA 95811-6718

072 2970 013 0000
F & KasmaniKastilani
36 Allard Ct
Sacramento, CA 95835-1380

072 2970 014 0000
Kimnan & LanceAblang
12349 Little Dome Way
Rancho Cordova, CA 95742-7744

072 2970 015 0000
StevenReichner
2408 Falk Ct
San Jose, CA 95116-1946

072 2970 016 0000
Mohammad Yasin & WaheedaNaimee
11009 International Dr
Rancho Cordova, CA 95670-6250

072 2970 028 0000
Kevin & JenniferMatheson
10888 Stourport Way
Rancho Cordova, CA 95670

072 2970 029 0000
TraceySavorn
10900 Stourport Way
Rancho Cordova, CA 95670-6248

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Pelegirino Angelita 20
10902 Stourport Way
Rancho Cordova, CA 95670-6248

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Catherine & WarrenWiley III
10904 Stourport Way
Rancho Cordova, CA 95670-6248

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NaodNegussie
4079 Coratina Way
Rancho Cordova, CA 95742-8006

072 2970 033 0000
ChinhVo
3802 Ashton Ct
San Jose, CA 95111-1587

072 2970 034 0000
Dennis & JoanneTakeuchi
10910 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 035 0000
ChristinaBillings
10912 Stourport Way
Gold River, CA 95670-6248

072 2970 036 0000
JoleenMartin
7933 Quaker Ridge Way
Sacramento, CA 95829-8032

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MatthewHagwood
10916 Stourport Way
Rancho Cordova, CA 95670-6248

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LindaHong
10918 Stourport Way
Rancho Cordova, CA 95670-6248

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Federal Natl Mtg Assn Fnma
350 Highland Dr
Lewisville, TX 75067-4177

072 2970 040 0000
Tran & Vuong
145 Niagara Ave
San Francisco, CA 94112-3336

072 2970 065 0000
SohairHaija
3504 Blanchette Way
Rancho Cordova, CA 95670-6974

072 2970 066 0000
RebeccaCrittenden
3150 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 067 0000
CaraBaerlin
3152 Flagler Way
Rancho Cordova, CA 95670-6258

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Chang & SusieYun
3154 Flagler Way
Rancho Cordova, CA 95670-6258

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Wendell & Lorelei BayneYacur
3156 Flagler Way
Rancho Cordova, CA 95670-6258

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Joshua & MonicaBallard
3158 Flagler Way
Rancho Cordova, CA 95670-6258

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TinaStroman
3159 Brindley Way
Rancho Cordova, CA 95670-6259

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LindaGarrett
3157 Brindley Way
Rancho Cordova, CA 95670-6259

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JulieAdamson
3155 Brindley Way
Rancho Cordova, CA 95670-6259

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P & N Realty & Investments LLC
3153 Brindley Way
Rancho Cordova, CA 95670-6259

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Judy & TerryVerkler
3151 Brindley Way
Rancho Cordova, CA 95670-6259

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Eileen ClorindaRamirez
3149 Brindley Way
Rancho Cordova, CA 95670-6259

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CuongNguyen
3148 Brindley Way
Gold River, CA 95670-6259

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LianaAyrapetyan
3150 Brindley Way
Rancho Cordova, CA 95670-6259

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CarolynGoldman
3152 Brindley Way
Rancho Cordova, CA 95670-6259

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Burrell & MarilynWilliams
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Rancho Cordova, CA 95670-6259

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ArtakHarutyunyan
3156 Brindley Way
Rancho Cordova, CA 95670-6259

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3158 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 086 0000
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072 2970 087 0000
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3157 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 088 0000
DevinAvery
3155 Lea Sterling Way
Rancho Cordova, CA 95670-6261

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Arnold & Shawn HammondElegue
3153 Lea Sterling Way
Rancho Cordova, CA 95670-6261

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Leonora & MarcTravella
3151 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 146 0000
CassandraMcCants
3148 Apperly Way
Rancho Cordova, CA 95670-6269

072 2970 147 0000
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072 2970 148 0000
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072 2970 149 0000
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072 2970 150 0000
Clifton & JenniferWood
3140 Apperly Way
Rancho Cordova, CA 95670-6269

072 2970 151 0000
Jlc Contracting Inc
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Fairfield, CA 94534-3148

072 2970 161 0000
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3148 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 162 0000
LawrenceSamy
3150 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 163 0000
BrianConradi
3152 Lea Sterling Way
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072 2970 164 0000
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072 2970 165 0000
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3156 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 166 0000
TamraHarper
3158 Lea Sterling Way
Rancho Cordova, CA 95670-6261

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Homes Holdings CorpBeazer
3721 Douglas Blvd #100
Roseville, CA 95661-4243

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Homes Holdings CorpBeazer
3721 Douglas Blvd #100
Roseville, CA 95661-4243

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Capital Village Community Assoc
3721 Douglas Blvd #100
Roseville, CA 95661-4243

072 2970 201 0000
Timothy & DouglasLeard II
3149 Minturn Way
Rancho Cordova, CA 95670-6271

072 2970 202 0000
KristinaDismuke
3147 Minturn Way
Rancho Cordova, CA 95670-6271

072 2970 208 0000
CaseyCorrigan
3141 Rushall Ct
Rancho Cordova, CA 95670-6270

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KayWilson
3143 Rushall Ct
Rancho Cordova, CA 95670-6270

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NicholasLouis
3145 Rushall Ct
Rancho Cordova, CA 95670-6270

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Rubi & SoniaCarrillo
3147 Rushall Ct
Rancho Cordova, CA 95670-6270

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ElenaFedorishin
3149 Rushall Ct
Rancho Cordova, CA 95670-6270

072 2980 004 0000
JudithCruz
3244 Prospect Park Dr
Rancho Cordova, CA 95670-6244

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LinhDoan
3246 Prospect Park Dr
Rancho Cordova, CA 95670-6244

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Rodelio & RosolindaManalili
3248 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 007 0000
GuojianLin
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072 2980 008 0000
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1042 Wilhaggin Park Ln
Sacramento, CA 95864-5376

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RosaidaJaramillo
3254 Prospect Park Dr
Rancho Cordova, CA 95670-6244

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ParvathiTholla
3256 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 011 0000
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2370 Ackley Pl
Woodland, CA 95776-5391

072 2980 012 0000
RichardNoble
3260 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 013 0000
KarenKunz
3262 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 017 0000
NicoleGoi
11085 International Dr
Rancho Cordova, CA 95670-6253

072 2980 018 0000
AlissaStrong
8525 Willings Way
Fair Oaks, CA 95628-6234

072 2980 019 0000
CarsenSmith
11081 International Dr
Rancho Cordova, CA 95670-6253

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DerekMiller
11079 International Dr
Rancho Cordova, CA 95670-6253

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Huei MingYap
11077 International Dr
Rancho Cordova, CA 95670-6253

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ObakhtaAhad
3830 Annadale Ln
Sacramento, CA 95821-2058

072 2980 023 0000
Robert & LizettePodwalny
11073 International Dr
Rancho Cordova, CA 95670-6253

072 2980 024 0000
AdamHines
2487 Pheasant Hollow Dr
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072 2980 025 0000
SamuelPlatt
11069 International Dr
Rancho Cordova, CA 95670-6253

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ChristopherByrne
11067 International Dr
Rancho Cordova, CA 95670-6252

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VioleteNguyen
11065 International Dr
Rancho Cordova, CA 95670-6252

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ChristianHughes
11063 International Dr
Rancho Cordova, CA 95670-6252

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Mae A P & ShervinSantarin
11061 International Dr
Rancho Cordova, CA 95670-6252

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James & DanielleBailey
11059 International Dr
Rancho Cordova, CA 95670-6252

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SharonMencarelli
11057 International Dr
Rancho Cordova, CA 95670-6252

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Kenneth & MarleneBedrich
11055 International Dr
Rancho Cordova, CA 95670-6252

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Robert & KristaSchmidt
11053 International Dr
Rancho Cordova, CA 95670-6252

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GregoryHeminway
11051 International Dr
Rancho Cordova, CA 95670-6252

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Michael YiuCheung
4151 Pylos Way
Rancho Cordova, CA 95742-8039

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Petru & AbbieBaros
11047 International Dr
Rancho Cordova, CA 95670-6252

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LeonardoSilverio
11045 International Dr
Rancho Cordova, CA 95670-6252

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PhillipTang
10930 Stourport Way
Rancho Cordova, CA 95670-6249

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HaiDo
10932 Stourport Way
Rancho Cordova, CA 95670-6249

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Seok ManHan
10934 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 041 0000
MichaelQu
2127 Gold Haven Ct
Gold River, CA 95670-8163

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Fong & LiaVang
10938 Stourport Way
Rancho Cordova, CA 95670-6249

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BrianRoth
6604 Ridgeway Dr #B
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Ryan & VinaZender
10942 Stourport Way
Rancho Cordova, CA 95670-6249

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TjauHo
3348 Oselot Way
Rancho Cordova, CA 95670-6981

072 2980 046 0000
JeffreyMartinez
7092 Alder Creek Rd
Vallejo, CA 94591-3821

072 2980 047 0000
TammiThomas
10948 Stourport Way
Rancho Cordova, CA 95670-6249

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DanielFalk
10950 Stourport Way
Rancho Cordova, CA 95670-6249

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TimothyFrasche
10952 Stourport Way
Rancho Cordova, CA 95670-6249

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MelodyMartinez
10954 Stourport Way
Rancho Cordova, CA 95670-6249

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JiayingWang
10956 Stourport Way
Rancho Cordova, CA 95670-6249

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ReginaldCarter
10958 Stourport Way
Rancho Cordova, CA 95670-6249

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ChristineGuirgus
10960 Stourport Way
Rancho Cordova, CA 95670-6249

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ChristopherMitchell
10962 Stourport Way
Rancho Cordova, CA 95670-6249

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KarenChacon
10964 Stourport Way
Rancho Cordova, CA 95670-6249

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YoungLee
10966 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 057 0000
MaryCurrie
3163 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

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PriyaaRamanathan
3161 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

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Kuen MingChen
3159 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

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DoniellAdams
3157 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

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Phillip & TheresaMcPeck
3155 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

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Manuel & SvetlanaJuarez
3153 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 063 0000
JacquelineArroyo
3151 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 064 0000
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072 2980 074 0000
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5129 Aileron Ct
Fair Oaks, CA 95628-8106

072 2980 075 0000
Lawrence & KarinHart
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Orangevale, CA 95662-4630

072 2980 076 0000
Stephen & MarciaBlount
3154 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 077 0000
Keith & DonnaWilliamson
3156 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

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TylerMartin
3158 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 079 0000
MeiVan Juan
3159 Flagler Way
Rancho Cordova, CA 95670-6258

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Joshua & PhoebeTorres
3157 Flagler Way
Rancho Cordova, CA 95670-6258

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TraciVanoncini
3155 Flagler Way
Rancho Cordova, CA 95670-6258

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Christina & MarkSinclair
3153 Flagler Way
Rancho Cordova, CA 95670-6258

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Susan & JohnRodgers
3151 Flagler Way
Rancho Cordova, CA 95670-6258

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Capital Village Community Assoc
3721 Douglas Blvd #100
Roseville, CA 95661-4243

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RonaldDexter
11091 International Dr
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AnnalizaAsetre
11089 International Dr
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GarrickBrown
11087 International Dr
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072 3050 129 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

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Roseville, CA 95661-0000

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Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

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Roseville, CA 95661-0000

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Beazer Homes Holdings Corporation
3721 Douglas Blvd #100
Roseville, CA 95661-4243

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Beazer Homes Holdings Corporation
3721 Douglas Blvd #100
Roseville, CA 95661-4243

**** WinMetro Label Set ****

Date : 3/2/2015
Report : Avery 5160 Laser Labels 3 Across
Sort : PARCEL
Count : 319

For : Sacramento County
of : 500' Radius 072-0680-034, -079
By : Terri Figueira

Recs Processed : 325
Dups Screened : 0
CRs Screened : 0
Bad Addresses : 0
Labels Produced : 319

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Current Resident
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Rancho Cordova, CA 95670-6096

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11125 International Dr
Rancho Cordova, CA 95670-6096

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3376 Corvina Dr
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072 2350 046 0000 Current Resident Fiore Dr Rancho Cordova, CA 95670	072 2970 001 0000 Current Resident 11039 International Dr Rancho Cordova, CA 95670-6252	072 2970 002 0000 Current Resident 11037 International Dr Rancho Cordova, CA 95670-6251
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ATTACHMENT 2

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MEMORANDUM



DATE: March 16, 2015

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Department Director/Patrick Angell, Planning Department

SUBJECT: RANCHO CORDOVA PARKWAY INTERCHANGE PROJECT

RECOMMENDATION

Staff recommends that the City Council take the following action:

- Adopt Resolution 28-2015 Certifying the Rancho Cordova Parkway Interchange Project Final EIR/EA consisting of:
 - § the Draft EIR,
 - § the Final EIR (including response to comments received on the Draft EIR),
 - § making certain findings regarding the environmental effects of the project,
 - § adopting a Statement of Overriding Considerations, and
 - § adopting the Mitigation Monitoring and Reporting Program.
- Adopt Resolution 29-2015 Approving the Rancho Cordova Parkway Interchange Project and Alternative 3 as the preferred design alternative.

RESULT OF RECOMMENDED ACTION

Approval of the project would allow for the construction of a new interchange at U.S. Highway 50 (US 50) between Sunrise Boulevard and Hazel Avenue. The project will build auxiliary lanes in both directions on US 50 from Sunrise Boulevard to Hazel Avenue and will build Rancho Cordova Parkway as a 4 lane arterial road from US 50 south to White Rock Road.

This project reflects planned transportation improvements in the City's General Plan and the project addresses existing operational deficiencies on US 50 and on area arterial roadways. The project will also provide future transportation capacity that will serve growth throughout eastern Sacramento County.

PROJECT BACKGROUND/HISTORY

The Sacramento County General Plan has long envisioned the project area and the surrounding area as an important residential, recreational, and commercial center. Prior to the development of the Gold River Community in the late 1980s, traffic congestion along Sunrise Boulevard was identified as an issue requiring resolution. As a result, the initial 1988 Gold River General

Development Plan granted the County an offer of dedication of right-of-way for an “interchange study area.” Later, as a condition of approval of the Gold River Unit 17 subdivision in 1992, the Natomas Land Company dedicated “Freeway Interchange Lot (Lot C)” to the County, to provide an additional interchange access point to US 50. The improvement was then incorporated into the County’s General Plan, adopted in 1993.

Prior to Rancho Cordova’s incorporation in 2003, a lengthy planning process was undertaken and formalized in the Cordova Community Plan. That plan recognized the changing character of Rancho Cordova with job centers forming around US 50 and identified an imbalance between jobs and housing in this portion of the county. This imbalance led to the need for enhanced mobility for automobiles, transit, bicycles, and pedestrians. Specifically, the plan called for new roadway connections to enhance regional circulation and provide improved linkages to US 50. The Cordova Community Plan, adopted by the County Board of Supervisors on May 21, 2003, specifically called out the need for a new interchange on US 50 in the location of the proposed project.

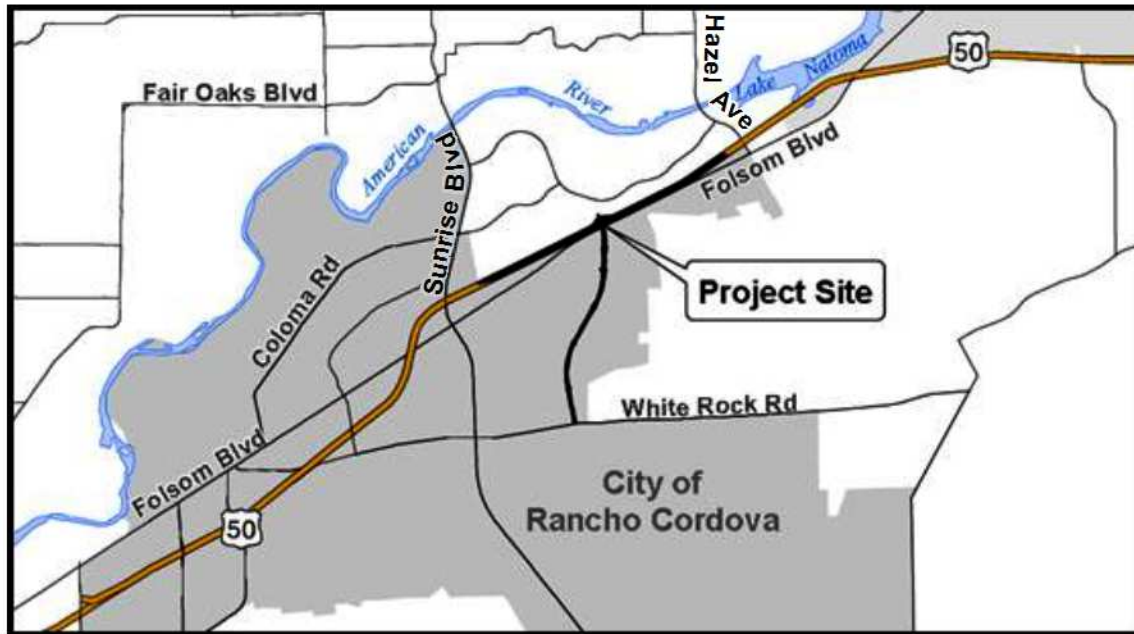
The Sunrise-Douglas Community Plan/Sunridge Specific Plan and its Final Environmental Impact Report (Final EIR), prepared by Sacramento County in November 2001, assessed the impacts of the urbanization of 6,042 acres within the plan area. To mitigate for the increased traffic that would result from the development of the plan area, mitigation TC-28 in the Final EIR required developers within the plan area to contribute funding for the construction of a new, ultimate six-lane, south-only roadway to connect Douglas Road to US 50 at the location of the proposed Rancho Cordova Parkway Interchange.

The proposed interchange is identified in the City’s General Plan Circulation Element. Rancho Cordova Parkway will be a primary circulation pathway serving new General Plan planning areas east of Sunrise Boulevard. The proposed interchange is also identified in the Sacramento Area Council of Governments (SACOG) Metropolitan Transportation Plan (MTP) and the Metropolitan Transportation Improvement Program (MTIP).

RANCHO CORDOVA PARKWAY INTERCHANGE SUMMARY

The proposed project is located partially within the city and partially within unincorporated Sacramento County. The City/County jurisdictional boundary is the centerline of US 50 in the vicinity of the project. Project limits include US 50, under the jurisdiction of Caltrans, between postmile 12.5 – near Sunrise Boulevard and postmile 15.8 – near Hazel Avenue. The project will also build Rancho Cordova Parkway within the proposed Westborough development connecting the interchange to White Rock Road.

Surrounding land uses include residential uses associated with the Gold River Community, commercial, industrial/warehouse and the Folsom South Canal under the jurisdiction of the U.S. Bureau of Reclamation.



Rancho Cordova Parkway Interchange Purpose

The proposed project will address existing operational deficiencies along US 50 and along adjacent arterial roadways. It will also serve anticipated future growth in throughout eastern Sacramento County. The Rancho Cordova Parkway interchange is an integral element of the 50 Corridor Mobility Partnership's¹ goal to relieve existing traffic congestion throughout eastern Sacramento County. The project will help to achieve the following objectives.

- Relieve existing traffic congestion on US 50, Sunrise Boulevard, White Rock Road, and Hazel Avenue south of US 50.
- Improve traffic operations at the US 50/Sunrise Boulevard and US 50/Hazel Avenue interchanges.
- Maintain acceptable levels of service on US 50 and at existing access points to US 50 under existing and future conditions.
- Provide additional access to and from US 50 and planned developments.
- Improve emergency access within the City of Rancho Cordova.
- Provide access to regional transit facilities and park-and-ride lots, where feasible.

¹The 50 Corridor Mobility Partnership is a public/private partnership of public jurisdictions and private landowners, formed to address the transportation planning and funding issues that are unique to the US 50 corridor throughout eastern Sacramento County.

Rancho Cordova Parkway Interchange Need

The City's General Plan anticipates a significant amount of development east of Sunrise Boulevard and south of US 50 that will include extensive residential development along with new parks, schools, industrial uses and major commercial centers. The existing street network in this area consists of widely spaced two-lane rural arterial roadways; with the exception of Douglas Road which is currently being widened to an arterial roadway. The General Plan anticipates a network of new roadways and roadway widenings that will not only serve new residents and workers but will continue to provide regional access for our expanding business community.

Traffic in the vicinity of the project area operates at unacceptable levels of service in several locations, including the eastbound freeway mainline during the PM peak traffic hour, key freeway ramp junctions, and along key arterial roadways and intersections that provide parallel capacity and direct access to US 50. Increases in traffic from approved and planned development will have an additional negative impact on traffic operations and safety on these roadways.

The Rancho Cordova Parkway Interchange is one of several major short-term transportation projects identified by the 50 Corridor Mobility Partnership. The partnership has proposed a series of projects along Highway 50 that will provide parallel capacity, relief to existing congested arterials and expansion of transit services. The work of the Partnership is critical for future development in eastern Sacramento County.

In addition to near-term priority projects, the City will commit to building additional projects concurrent with the interchange. These projects are multi-jurisdictional efforts requiring an important working relationship with Caltrans, Sacramento County and the City of Folsom to ensure completion in a timely manner.

- An "at-grade" extension of Hazel Avenue (Nimbus Road) south from Folsom Boulevard to Easton Valley Parkway—The City anticipates that this project would be constructed as a condition of approval for the Glenborough at Easton project. Glenborough is conditioned to extend Hazel Avenue from its current terminus at Folsom Boulevard, southward to proposed Easton Valley Parkway. Glenborough condition of approval number 97 describes this initial improvement as an "at-grade" connection.
- Extension of Easton Valley Parkway from Rancho Cordova Parkway to Hazel Avenue (Nimbus Road).
- US 50 eastbound transition auxiliary lane from Hazel Avenue through the Folsom Boulevard overcrossing.

To achieve and maintain acceptable operations along US 50 in the vicinity of Hazel Avenue, other transportation improvement projects have been approved or built, including the widening of Hazel Avenue north of US 50 and the upgrade of the Hazel Avenue interchange/ Hazel Avenue/Folsom Boulevard intersection.

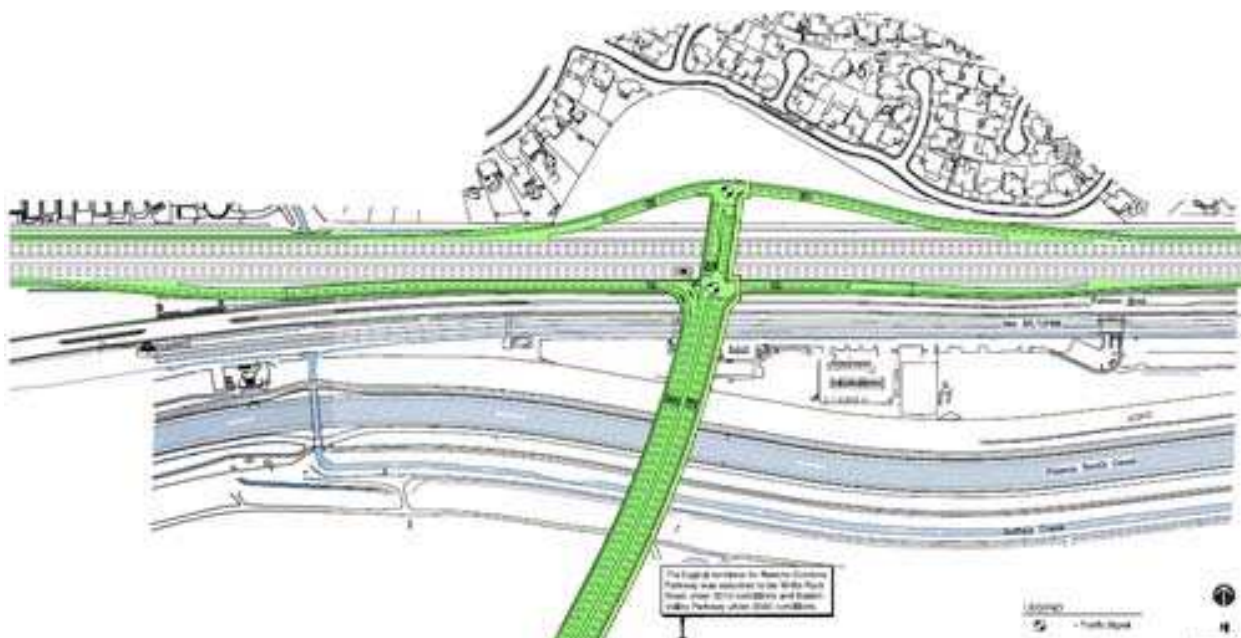
The Capital SouthEast Connector will also improve access in eastern Sacramento County between Elk Grove and El Dorado County and, the Caltrans' US 50 Corridor System Management Plan calls for the construction of auxiliary lanes in both directions along US 50 between Sunrise Boulevard to Scott Road.

Interchange Design - Preferred Design Alternative

As part of the design review process with Caltrans, the City explored eight design alternatives for the project, while the EIR/EA (discussed below) evaluated an additional seven alternatives and one no-build alternative. City staff is recommending Alternative 3 which is a tight diamond (L-1) interchange.

The westbound and eastbound off-ramps will allow two lanes to exit mainline. Entrance ramps will provide two lanes upstream of the ramp metering location, which will merge to a single lane prior to connecting to the auxiliary lane along the mainline. The “south-only” interchange connection will also build Rancho Cordova Parkway from the new interchange south to White Rock Road. Interchange alternative 3 would include:

- An overcrossing structure roughly perpendicular to US 50, with the eastbound and westbound ramps parallel to US 50, terminating at a ‘T’ intersection with the westbound ramps.
- Eastbound ramps, connecting to the overcrossing with a four-way intersection.
- Ramp intersections 295 feet apart, operating as a single intersection.
- A 14-foot median on the overcrossing structure.
- Continuous auxiliary lanes in both directions on US 50 from Sunrise Boulevard to Rancho Cordova Parkway and from Rancho Cordova Parkway to Hazel Avenue.
- Sound walls and retaining walls, constructed at specific locations along US 50 mainline, ramps, and intersections.
- Rancho Cordova Parkway structure spanning Folsom Boulevard, the RT/UPRR rail lines, Folsom South Canal, and Buffalo Creek.
- A new four-lane roadway with a center median terminating at a new signalized intersection with White Rock Road.
- An integrated highway and bridge drainage system and roadway drainage systems constructed within the project limits to accommodate and treat collected stormwater.



The interchange design originally included bicycle and pedestrian access to the Gold River Community. After working with all interested parties, the City removed the bicycle/pedestrian connection from the proposed project.

FISCAL ANALYSIS OF PROJECT

The proposed project is included in the City's Transportation Mitigation Impact Fee Program. The City will also pursue state and federal dollars in order to obtain complete funding for construction of the project. Based on a Caltrans estimate, the total cost including capital construction, right of way acquisition, engineering and environmental work is \$100m (in 2010 dollars).

To date the City has prepared the Project Study Report which is the initial Caltrans approval of the project concept, 30 percent design plans in the form of Structure Type Selection Reports, also approved by Caltrans, and the environmental clearance document (EIR/EA). We have expended approximately \$4.5m on these efforts. The City has also attained a federal grant in the amount of \$843k that is earmarked for right-of-way development.

PUBLIC OUTREACH

The City, in partnership with the County, began work on the design of the proposed project in September 2004. The EIR/EA notice of preparation was published on September 9, 2005 and a Public Open house was held on July 27, 2005 to inform the public on the development of the environmental effort. The City held a second Public Open house June 7 2007 to discuss project details that were developed as part of the Caltrans Project Study Report.

During the second Public Open House many concerns were raised and City staff decided to initiate a series of community meetings that would be smaller working sessions where City staff could work directly with concerned citizens. The purpose of the Community Advisory Committee meetings was to find ways to better integrate the project into the existing community. Six CAC meetings were held between October 2007 and August 2008 and a 7th meeting was held in May of 2011. These meetings were attended by City staff, consultants, property owners or their representatives, community organizations, and community members. Through the efforts of the CAC, the following agreements were developed.

- Removal of the Tenderfoot Meadow bike trail access to Gold River
- Addition of finely needled trees in the Tenderfoot Meadow to improve air quality mitigation
- Addition of landscaping in the tenderfoot meadow in order to provide additional visual screening

A project website (<http://ranchocordovainterchange.net/>) was also created by the City to keep the public informed and up to date with the latest project information.

ENVIRONMENTAL REVIEW

The project is subject to federal, state and City of Rancho Cordova (City) environmental review requirements because the City proposes the use of federal funds and/or the project requires a federal approval action. A joint CEQA/NEPA Environmental Impact Report/Environmental

Assessment (EIR/EA) was prepared in compliance with both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The City of Rancho Cordova is the project proponent and the lead agency under CEQA. The Federal Highway Administration's (FHWA) responsibility for environmental review, consultation, and any other action required in accordance with NEPA and other applicable federal laws for this project is being, or has been, carried out by the California Department of Transportation (Caltrans) under its assumption of responsibility pursuant to 23 U.S. Code (USC) 327.

Both CEQA and NEPA require a lead agency that has completed a Draft EIR/EA to consult with and obtain comments from the public agencies that have legal jurisdiction with respect to the proposed action, and to provide the general public with opportunities to comment on the Draft EIR/EA. The Final EIR/EA is the mechanism for responding to these comments. The Final EIR/EA includes comments received during the public review period of the Draft EIR/EA along with the project team's responses to those comments. In some cases, modifications have been made to the Draft EIR/EA in response to the comments received. Both the Draft EIR/EA and Final EIR/EA provide information on the environmental impacts of the project for the City to consider in its decision to approve and/or deny the project.

A Notice of Preparation (NOP) for the Rancho Cordova Parkway Interchange Project was mailed on September 9, 2005, to elected officials, government and other resource agencies, and all individuals and department entities that may have a concern or interest in the project. Input from the scoping meetings guided the analysis of the Draft EIR/EA, which was released on April 10, 2014. A public hearing was held on May 14, 2014. The Final EIR/EA, which provides responses to comments received during the public review of the Draft EIR/EA, was made available to the public on March 4, 2015.

The EIR/EA evaluated the following environmental issue areas:

- Land Use
- Parks and Recreation
- Public Services and Utilities
- Traffic
- Greenhouse Gas/Climate Change
- Visual Resources
- Cultural Resources
- Biological Resources
- Hydrology and Water Quality
- Growth Inducement
- Geology and Soils
- Hazards
- Air Quality
- Noise
- Cumulative Impacts

Significant and unavoidable impacts were identified for the following areas. The City has adopted numerous mitigation measures to address these impacts but finds that, even with the mitigation, these impacts will remain significant and unavoidable. Therefore, City Council must adopt a Statement of Overriding Considerations prior to certifying the EIR associated with these impacts.

- Exceedance of Sacramento Air Quality Management District air quality thresholds for NOx emissions during project construction.
- Temporary exposure to toxic air contaminants during project construction activities.
- Rancho Cordova Parkway/US 50 eastbound off-ramp intersection will operate at level of service F during year 2037 conditions.

- Visual impacts from the development of the interchange due to removal of trees, nighttime spillover lighting and the interchange structure.
- Impacts associated with noise during construction.
- Cumulative loss of mature oak and other native tree species.

KEY PROJECT ISSUES

The following are key project issues that have been expressed in comments received by the City. Detailed responses to these comments have provided in the Final EIR/EA and a summary of those responses is provided below.

Adequate Consideration of Alternatives

The City has received several comments that a reasonable range of alternatives was not presented in the Draft EIR/EA. Comments also state that the alternatives considered were design variations rather than alternatives, and that no alternative was considered that would avoid significant impacts or impacts to the Gold River Community.

Under CEQA Guideline 15126.6, “an EIR shall describe a range of reasonable alternatives to the project.” Under the rule of reason, only those alternatives that would avoid or substantially lessen any of the significant effects of the project must be considered. Of those alternatives, the EIR must examine in detail only those alternatives that feasibly attain the most basic objectives of the project. Factors that may be used to eliminate alternatives from detailed consideration are (1) failure to meet purpose and need and most of the basic project objectives, (2) infeasibility, (3) inability to avoid significant environmental impacts or (4) implementation of the alternative is remote and speculative and the effects cannot be reasonably ascertained.

There are sixteen alternatives considered in the EIR/EA. Eight alternatives (including the preferred alternative) are described as interchange designs, or design variations, that would build the interchange at the proposed location adjacent to the Tenderfoot Meadow. A ninth build alternative considered a different alignment of Rancho Cordova Parkway within the Westborough development. Seven additional alternatives were also considered that do not build an interchange at the proposed location along US 50. These alternatives were developed to reduce impacts, including those impacts to the Gold River Community and these alternatives also include recommended alternatives that were suggested in the comments received on the Notice of Preparation of the EIR/EA.

Extensive analysis of alternatives, their environmental impacts or benefits and feasibility are included in the EIR/EA in Section 1.2.5.4. The final City Council findings on alternatives are included in Exhibit A to the CEQA resolution for the project. Rejected alternatives were ultimately identified as either (1) failing to meet purpose and need and most of the basic project objectives, (2) infeasible, or (3) unable to avoid severe (significant) environmental impacts.

None of alternatives evaluated were determined feasible or had advantages over the proposed interchange design.

Lastly, commenters requested an evaluation of an alternative that would build the new interchange at Hazel Avenue. Commenters believe that improvements to the existing Hazel Avenue interchange and a southerly extension from Hazel Avenue to White Rock Road would serve the same purpose and need as the proposed project with fewer environmental impacts. This alternative was evaluated in the Final EIR/EA. City Council findings on this alternative are included in Exhibit A to the CEQA Resolution. This alternative is rejected because 1) it would not meet the purpose and need and basic project objectives, 2) has design infeasibility issues, and 3) it would not avoid significant environmental impacts of the proposed project and would create new additional significant impacts compared to those of the proposed project.

Bicycle/pedestrian connection to Gold River

Comments on the Draft EIR/EA express concern that the proposed project includes bicycle and pedestrian access to the Gold River Community. The bicycle and pedestrian access to the Gold River Community is not an element of the proposed project. Comments also express concern that text and figures within the Draft EIR/EA show the connection to the Gold River Community as part of the project.

The bicycle and pedestrian access to the Gold River Community was considered as a design option. After working with all interested parties, the City removed the bicycle/pedestrian connection to the Gold River Community from the proposed project. This decision was documented in multiple locations in the Draft EIR/EA, including pages xiii and ix of the Summary. Section 1.2.3.5, Section 1.2.5.1, and Figure 1.2.5-2 of the Draft EIR/EA contained references to the Gold River Community bicycle/pedestrian connection which should have been removed prior to circulation. Revisions have been made to EIR/EA to remove the connection as a component of the project.

The bicycle/pedestrian connection to the Gold River Community has been removed from the project and will not be constructed.

Air Quality Concerns

Several comments were received regarding public health concerns regarding the placement of the interchange near residents in the Gold River Community and the exposure to air pollutant emissions from interchange traffic. The Draft and Final EIR/EA for the proposed project acknowledges that studies have indicated a relationship between proximity to roadways and adverse health effects. The proposed project is not expected to cause or contribute to any exceedances of either state or federal air quality standards but rather is anticipated to result in

decreases in roadway emissions due to more efficient traffic flows. Since the project emissions will be below applicable SMAQMD significance thresholds for criteria pollutants, the project will not result in a significant increase in adverse health impacts due to operational emissions of criteria pollutants.

Toxic air contaminants (TACs) from operations primarily relate to diesel particulate matter (DPM) from trucks and other diesel-powered vehicles. As required by the Federal Highway Administration, an Air Quality Conformity Analysis was prepared in compliance with Transportation Conformity Regulations at 40 CFR 93 Subpart A, and Section 176(c) of the Federal Clean Air Act (42 USC 7506(c)). The proposed project is not considered a project of air quality concern (POAQC) for PM₁₀ and/or PM_{2.5} (DPM is a subset of PM₁₀ and PM_{2.5}) because it does not meet the definition of a POAQC as defined in EPA's Transportation Conformity Guidance.

The proposed project would not result in a substantial increase in diesel vehicles and there are relatively low truck traffic volumes in the area. According to data presented in the Traffic Study prepared for the proposed project, the truck percentages for eastbound and westbound US 50 were 5 % during the AM and PM peak periods (per Caltrans). Therefore, diesel-fueled vehicles represent a minor portion of total traffic volumes along the portion of the U.S. 50 in the vicinity of the proposed project. The project will not increase diesel-fueled vehicle trips from existing conditions. For that reason, SACOG, SMAQMD, USEPA, CARB, Caltrans, FHWA, and FTA, determined that the proposed project was not a POAQC.

In addition, because of EPA-mandated controls (cleaner vehicles, cleaner fuels, and cleaner engines), mobile source air toxics (MSATs, which are the primary source of TACs) are now predicted in FHWA's 2012 Interim Guidance on MSAT Analysis in NEPA to decrease by 83 percent from 2010 to 2050. There is a sharp decline in MSATs, as compared to existing conditions, including DPM, beginning in 2015 and continuing to decline steadily into 2030 and beyond.

The Final EIR/EA does acknowledge that Gold River residents adjacent to the interchange project construction area would be temporarily exposed to TACs during the estimated 15 month construction period and identifies that this impact would be significant and unavoidable. The Project approval includes several mitigation measures that will reduce the emissions of TACs during construction, including the requirement that construction contractors utilize construction equipment that meets Tier 3 emission standards or greater which will greatly reduce the emissions of TACs from construction equipment. The City will also pay an air quality mitigation fee to the Sacramento Metropolitan Air Quality Management District that will be utilized for efforts such as diesel vehicle retrofit program which will reduce emissions.

However, even with these mitigation measures, due to the location of construction activities adjacent to existing residences, the City conservatively finds that this impact would remain significant and unavoidable under CEQA.

Noise Concerns

There has been concern expressed over increased noise levels during operation of the proposed project and the adequacy of proposed mitigation measures. Many comments state that a 16-foot sound wall should be constructed from the Hazel Boulevard interchange to the Sunrise Boulevard interchange, completely replacing the existing sound wall. Comments also state that the acoustic shielding provided by the proposed U.S. 50 westbound on- and off-ramps is inaccurate. It was also suggested that the City of Rancho Cordova should be solely responsible for the maintenance of the new sound wall.

Noise analysis for the project found two receivers (R1 and R7, map below) that will exceed the federal Noise Abatement Criteria (NAC); the NAC applicable to those receivers is 67 db. The existing noise level at R1 is 71 dB and the existing noise level at R7 is 66 dB. While the R7 receptor does not exceed the NAC limit it is very close and was evaluated in the noise analysis. The 2037 no-project noise level is one dB less at both locations. With the interchange project in place, the noise level at R1 will be 3 dB less than existing levels and the noise level at R7 will be the same.



Comments on the Draft EIR/EA proposed the construction of a 16-foot sound wall from the Hazel Boulevard interchange to the Sunrise Boulevard interchange, completely replacing the existing sound wall. Under the County and City significance thresholds for noise, the project operation will result in a less than significant impact. The increase in noise levels from the No Project condition to the With Project condition is less than the City and County significance threshold. Also, the project would result in no change or a slight decrease in noise levels as compared to without the project. Since the project impact is less than significant, the proposed measure is not necessary to avoid identified significant impacts of the Project and the City is not required to adopt it.

Furthermore, the Draft EIR/EA (p. 318) evaluated the development of a 16-foot-high wall and found that the noise levels would not be decreased by 5 dB, as such, development of a wall of that height is not feasible according to Caltrans protocol, which implements FHWA noise regulations found at 23 CFR 772. Additional analysis determined that a 16-foot sound wall was found to have a 4 dB decrease at R1 and a 3 dB decrease at R7 which is less than the minimum 5 dB noise reduction to be considered feasible under Caltrans protocol.

However, to reduce noise impacts, the City is proposing an 8-foot sound wall along the proposed ramps. The new sound wall would start approximately 500 feet west of the new overcrossing of US 50 and continues to about 1,050 feet east of the overcrossing. At both ends, it would tie in to the existing sound wall. Also, because the sound wall is not required as a result of the technical study, the wall must be built using non-federal (local) funds.

Lastly, while construction noise impacts cannot be fully mitigated, the project will employ measures to reduce construction noise. Those mitigation efforts will include, conforming to Caltrans noise and vibration requirements, adhering to local ordinances, installing mufflers on construction equipment, locating staging areas away from residential properties, limiting idling and restricting nighttime construction when work is performed within 100 ft. of residences.

Visual Impact Concerns

Concerns have been expressed over aesthetic/visual impacts to the residents of Gold River based on the contention that the overcrossing structure will be highly visible from Gold River homes and that mitigation measures provided in the Draft EIR/EA are inadequate. Comments also state that the visual simulations provided in Section 2.1.9 of the Draft EIR/EA were not sufficient and that trees should be planted to help block views of the new interchange.

Visual impact is considered significant and unavoidable; however, the project will take several actions to mitigate this impact. Those actions include existing tree protections and replacement, planting as a component of noise barrier design, aesthetic treatments on sound walls and continuing public outreach efforts with affected viewer groups and other stakeholders.

It should also be noted that the trees lining the existing sound wall will remain in place, further shielding the proposed project from viewers. In addition, the City has included in the project plans planting additional trees along the noise wall in the Tenderfoot Meadow in order to provide additional visual mitigation.

RECOMMENDED MOTION

Staff recommends that the City Council adopt the attached resolutions associated with the Final EIR/EA and the project.

ATTACHMENT(S)

1. Resolution 28-2015 including (**Exhibit A**) CEQA Findings of Fact and Statement of Overriding Considerations; includes (**Attachment 1**) Summary of Impacts, Mitigation Measures; CEQA Findings of Fact, and (**Attachment 2**) Mitigation Monitoring and Reporting Program
2. Resolution 29-2015 including (**Exhibit A**) Preferred Alternative and (**Exhibit B**) additional project features added to alternative.

2412098.2

CITY OF RANCHO CORDOVA**RESOLUTION NO. 28-2015****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
CERTIFYING AN ENVIRONMENTAL IMPACT REPORT AND ADOPTING ENVIRONMENTAL
FINDINGS, A STATEMENT OF OVERRIDING CONSIDERATION AND A MITIGATION
MONITORING AND REPORTING PROGRAM UNDER CEQA FOR THE RANCHO CORDOVA
PARKWAY INTERCHANGE PROJECT****RECITALS**

WHEREAS, the Rancho Cordova Parkway Interchange Project (Project or Parkway Interchange Project) is the planned construction of a new interchange over U.S. 50 between Sunrise Boulevard and Hazel Avenue in the City of Rancho Cordova ("City"), Sacramento County, California. The interchange would be a "south-only" connection and would also include construction of a new four-lane arterial street, called Rancho Cordova Parkway. Rancho Cordova Parkway would extend from the new interchange south to a new signalized intersection with White Rock Road. The overcrossing structure would span U.S. 50, Folsom Boulevard, the Sacramento Regional Transit light rail and Union Pacific Railroad tracks, Folsom South Canal, and Buffalo Creek. The Project also would construct auxiliary lanes along U.S. 50 in the area between Sunrise Boulevard and Hazel Avenue. The proposed Project is located partially within the City and partially in unincorporated Sacramento County. The project site north of the centerline of U.S. 50 is within Sacramento County. The Folsom South Canal is under the jurisdiction of the U.S. Bureau of Reclamation. The remainder of the project site is within City limits; and

WHEREAS, the interchange bridge facility will not have bicycle lanes or facilities. Therefore, the Project will not provide any new bicycle connection into the Gold River community. Bicycle and pedestrian connections will only be provided along Rancho Cordova Parkway between White Rock Road and Easton Valley Parkway ultimately connecting to the bicycle lane and bicycle trail system in the future Westborough development. When combined with the Westborough system, the project bicycle facilities will allow access to residential and commercial properties making several connections to the City's main trail system and the Folsom South Canal trail. Additional connections across the Folsom South Canal will provide bicycle and pedestrian access to Regional Transit's Sunrise light rail station and to the future Mine Shaft light rail station; and

WHEREAS, the Parkway Project is subject to federal, as well as City, County of Sacramento, and state environmental review requirements, because the City proposes the use of federal funds from the Federal Highway Administration (FHWA) and/or the project requires a FHWA approval action. An Environmental Impact Report/Environmental Assessment (EIR/EA) was prepared for the Project for purposes of compliance with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). The City is the project proponent and the lead agency under CEQA and Caltrans is the lead agency under the National Environmental Policy Act (NEPA) under assignment from the FHWA. Cooperating agencies under NEPA include the U.S. Bureau of Reclamation (USBR), which has jurisdiction of the Folsom South Canal. In addition, Caltrans and Sacramento County, which has jurisdiction for the portion of the Project north of U.S. 50, are responsible agencies under CEQA. The Project may require environmental approvals from the City, the County of Sacramento, the California Department of Transportation (Caltrans), the State Historic Preservation Office, the California

Department of Fish and Wildlife, the State Water Resources Control Board and Regional Water Quality Control Board, Central Valley Region, the U.S. Army Corps of Engineers (USACE), the U.S. Fish and Wildlife Service, the U.S. Bureau of Reclamation and the Federal Highway Administration; and

WHEREAS, the environmental review of the Parkway Interchange Project commenced with the release of the Notice of Preparation on September 9, 2005 to public agencies and interested parties for consultation on the scope of the EIR/EA; and

WHEREAS, the City and Caltrans prepared a Draft EIR/EA dated April, 2014, which reflected the independent judgment of the City and Caltrans as to the potential environmental effects of the Project. The Draft EIR/EA was circulated for a 60-day public review period between April 10, 2014 and June 9, 2014. The City and Caltrans held a joint public hearing regarding the Draft EIR/EA for the Parkway Interchange Project on May 14, 2014. The meeting was conducted in an open house format to allow attendees to arrive at any time, talk to team members, review display boards and environmental documentation as well as provide comments through a court reporter or submittal of comment cards; and

WHEREAS, public and agency comments were received and staff has prepared written responses to all public comments received during the public comment periods in a Final EIR/EA. The Final EIR/EA also contains clarifications and minor revisions to information presented in the Draft EIR/EA. No new information was received during the comment period or included in the Final EIR/EA that would require recirculation of the Draft EIR under CEQA Guidelines section 15088.5. The Draft EIR/EA is incorporated into the Final EIR/EA. The Draft EIR/EA and Final EIR/EA are collectively referred to herein as the "Final EIR"; and

WHEREAS, a staff report prepared for the City Council, dated March 16, 2015 and incorporated herein by reference, described and analyzed the Project, the Draft EIR/EA, the Final EIR/EA, and staff's conclusions regarding the public comments and responses; and

WHEREAS, on March 16, 2015, the City Council held a public hearing on the Final EIR and Project approvals; and

WHEREAS, the Final EIR identified potentially significant impacts that will be reduced to a less than significant level with specified mitigation measures. Approval of the Project will therefore require adoption of environmental findings and a Mitigation Monitoring and Reporting Program under CEQA; and

WHEREAS, the Final EIR identified significant and unavoidable environmental impacts of the Project, and approval of the Project will therefore require the adoption of Findings and a Statement of Overriding Considerations; and

WHEREAS, the Final EIR, and the City Council March 16, 2015 staff report, regarding the Project and the Final EIR, including the analysis of the public comments, reflect the City's independent judgment and analysis; and

WHEREAS, the location and custodian of the Draft EIR/EA and Final EIR/EA and other documents that constitute the record of proceedings for the Project is the City of Rancho Cordova City Clerk's Office and Planning Department, 2729 Prospect Park Drive, Rancho Cordova, CA 95670. The Draft EIR/EA and Final EIR/EA and documents relating to the Project

are available for review in the City Planning Department and on the City's website for the Project located at <http://ranchocordovainterchange.net>; and

NOW, THEREFORE, the City Council of the City of Rancho Cordova does hereby resolve as follows:

1. The foregoing recitals are true and correct and made a part of this resolution.
2. The City Council has reviewed and considered the Draft EIR/EA and Final EIR/EA (collectively, "Final EIR"), as well as the public comments and staff's analysis of the comments and changes to the Draft EIR/EA in the Final EIR/EA.
3. Based on its review of Project record as a whole, the City Council makes and adopts the following findings relating to the CEQA review for the Project prior to approving the Project:
 - A. The City Council certifies the Final EIR and finds it has been completed in compliance with CEQA and the CEQA Guidelines.
 - B. The City Council has independently reviewed and considered the information contained in Final EIR, including the written comments received during the Draft EIR/EA review period and the oral and written comments received at the public hearing, prior to making its decision on the proposed Project.
 - C. The Final EIR reflects the City Council's independent judgment and analysis on the potential environmental impacts of the proposed Project. The Final EIR provides information to the decision makers and the public on the environmental consequences of the proposed Project.
 - D. The Final EIR adequately describes the proposed Project, its significant environmental impacts, mitigation measures, and a reasonable range of alternatives to the proposed Project.
4. The City Council hereby adopts all findings required under CEQA regarding environmental impacts of the Project, mitigation measures and alternatives, adopts a Statement of Overriding Considerations, and adopts a Mitigation Monitoring and Reporting Program set forth in the CEQA Findings of Fact and Statement of Overriding Considerations attached hereto as Exhibit A (which includes Attachments 1 and 2) and incorporated herein by reference, all in compliance with the requirements of CEQA.

Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

2411915.3

CEQA FINDINGS OF FACT

and

**STATEMENT OF OVERRIDING
CONSIDERATIONS**

**OF THE CITY COUNCIL OF
THE CITY OF RANCHO CORDOVA**

for the

**RANCHO CORDOVA PARKWAY INTERCHANGE
PROJECT**

March 16, 2015

I. INTRODUCTION

The City of Rancho Cordova (City), as lead agency under the California Environmental Quality Act (CEQA), and the California Department of Transportation (Caltrans) as assigned by the Federal Highway Administration (FHWA) as lead agency under the National Environmental Policy Act (NEPA), prepared a joint Environmental Impact Report/Environmental Assessment (EIR/EA) for the Rancho Cordova Parkway Interchange Project (Project). The EIR/EA is a joint document intended to comply with both CEQA and NEPA. (See California Code of Regulations (CCR), Title 14, Division 6, Chapter 3 (State CEQA Guidelines), Section 15222 (“Preparation of Joint Documents”); and Code of Federal Regulations (CFR), Title 40, Sections 1502.25, 1506.2, and 1506.4 (authority for combining federal and state environmental documents). In its entirety, the EIR/EA consists of the April, 2014 Draft EIR/EA (“Draft EIR/EA” or “DEIR/EA”) and the February, 2015 Final EIR/EA (“Final EIR/EA” or FEIR/EA) (District 3–SAC–50 (PM 12.5/15.8) EA 03-1E2700; State Clearinghouse No.2005092044); all of these documents are collectively referred to herein as the “Final EIR.”

As described in the Final EIR, the Project is a the planned construction of a new interchange over U.S. 50 between Sunrise Boulevard and Hazel Avenue in the City (see DEIR Figure 1.2.5-2, Alternative 3). The interchange would be a “south-only” connection and would also include construction of a new four-lane arterial street, called Rancho Cordova Parkway. Rancho Cordova Parkway would extend from the new interchange south to a new signalized intersection with White Rock Road. The overcrossing structure would span U.S. 50, Folsom Boulevard, the Sacramento Regional Transit light rail and Union Pacific Railroad tracks, Folsom South Canal, and Buffalo Creek. The project also would construct auxiliary lanes along U.S. 50 in the area between Sunrise Boulevard and Hazel Avenue. The proposed project is located partially within the City and partially in unincorporated Sacramento County. The project area north of the centerline of U.S. 50 is within Sacramento County. The Folsom South Canal is under the jurisdiction of the U.S. Bureau of Reclamation. The remainder of the project site is within City limits.

These findings, as well as the accompanying statement of overriding considerations in section X *infra*, have been prepared in accordance with CEQA (Pub. Resources Code, § 21000 et seq.) and its implementing guidelines (“CEQA Guidelines”) (Cal. Code Regs., tit. 14, § 15000 et seq.).

II. PROJECT DESCRIPTION

A. LOCATION

The Parkway Interchange Project is an interchange with U.S. Highway 50 (U.S. 50) to be built between Sunrise Boulevard and Hazel Avenue in Rancho Cordova, California, as well as a new four-lane arterial extending south from the new interchange to White Rock Road. The project also would construct auxiliary lanes along U.S. 50 in the area between Sunrise Boulevard and Hazel Avenue. The Project site is located partially within the City and partially in unincorporated Sacramento County as illustrated in Figures 1.1-1 and 1.1-2 of the DEIR (pages 3 and 5).

B. OVERVIEW

Plans for the Rancho Cordova Parkway Interchange at U.S. 50 have been included in long-range planning efforts in the Rancho Cordova area since the 1980s, many years prior to the City's incorporation in 2003. The initial 1988 Gold River General Development Plan granted the County an offer of dedication of right-of-way, designated as an "interchange study area." Then, as a condition of approval of the Gold River Unit 17 subdivision in 1992, the Natomas Land Company dedicated "Freeway Interchange Lot (Lot C)" to the County, to provide an additional access point to U.S. 50 from the south; this improvement then was incorporated into the County's General Plan, adopted in 1993.

Prior to the incorporation of the City, a lengthy planning process was undertaken and documented in the Cordova Community Plan, prepared by the County and adopted by the Board of Supervisors on May 21, 2003. Specifically, the plan called for new roadway connections to enhance regional circulation and provide additional linkages. The Cordova Community Plan also identified a new interchange on U.S. 50 in the location of the proposed project.

The planning and environmental documents for the Sunrise-Douglas Community Plan and Sunridge Specific Plan anticipated this roadway as a key corridor for access between new developments in the area with U.S. 50. The interchange and the parkway are key elements of the City's overall transportation network and circulation element as set forth in the City's General Plan. The proposed interchange is also identified in the Sacramento Area Council of Governments (SACOG) 2035 Metropolitan Transportation Plan (MTP) and the Metropolitan Transportation Improvement Program.

The Parkway Interchange overcrossing structure will be perpendicular to U.S. 50, and the eastbound and westbound ramps will parallel U.S. 50. The overcrossing will terminate at a 'T' intersection with the westbound ramps. The overcrossing structure will include four through lanes, one left-turn pocket, and shoulders. Ramp metering will be provided at eastbound and westbound ramps. The project will include continuous auxiliary lanes in both directions on U.S. 50 from Sunrise Boulevard to Rancho Cordova Parkway and from Rancho Cordova Parkway to Hazel Avenue. Because the area north of U.S. 50 is predominantly residential, a new 8-foot-high sound wall is proposed along the outside edge of the shoulder of the westbound auxiliary lane, where the existing walls will be disturbed, including along the proposed ramps.

Retaining walls also will be provided along the westbound auxiliary lane, where the ramp is higher than the adjacent properties. The auxiliary lane will terminate at the Sunrise Boulevard westbound off-ramp. The Fair Oaks Branch overhead structure will require a sliver widening, and a portion of the existing sound wall on the Sunrise Boulevard westbound off-ramp will be reconstructed to accommodate the westbound auxiliary lane between the proposed interchange and Sunrise Boulevard interchange. The Buffalo Creek culvert under U.S. 50 will be lengthened by up to 10 feet on the north side, to accommodate the widening of U.S. 50 westbound auxiliary lanes. At the Folsom South Canal crossing, the existing culvert will be long enough to accommodate the auxiliary lanes. At the Hazel Avenue westbound on-ramp, the HOV bypass lane and mixed flow lanes will be striped to merge into a single continuous auxiliary lane that

will extend to Rancho Cordova Parkway. In the eastbound direction, the existing auxiliary lane that begins at the terminus of the Sunrise Boulevard eastbound on-ramp to U.S. 50 will be extended to the eastbound off-ramp at the proposed interchange. The auxiliary lane that will begin at the terminus of the Rancho Cordova Parkway eastbound on-ramp to U.S. 50 will be extended to join the existing auxiliary lane serving the Hazel Avenue eastbound off-ramp from U.S. 50.

The interchange structure will touch down south of the Folsom South Canal. The new Rancho Cordova Parkway roadway will extend south to White Rock Road, where it will terminate at a new signalized intersection. The new Rancho Cordova Parkway roadway will be constructed as a four-lane roadway with paved shoulders for bicycle and pedestrian access. The ultimate planned configuration of the Rancho Cordova Parkway roadway, as identified in the City's General Plan Circulation Element, calls for a six-lane roadway with a center median, bicycle lanes, and curbs, gutters, and sidewalks. However, the construction of the final two traffic lanes, final bicycle lanes, and final curbs, gutters, and sidewalks would be provided by the developers of the future Westborough development, which the Rancho Cordova Parkway roadway would bisect.

The project applicants are the City and the California Department of Transportation.

C. PROJECT OBJECTIVES

As set forth in the DEIR/EA (page 7), the main Project objectives for the proposed Project are intended to address the existing operational deficiencies of U.S. 50 and adjacent arterial roadways as well as the anticipated future growth in the project area. The project would help to achieve the following objectives:

- Relieve existing traffic congestion on U.S. 50, Sunrise Boulevard, White Rock Road, and Hazel Avenue south of U.S. 50.
- Improve traffic operations at the U.S. 50/Sunrise Boulevard and U.S. 50/Hazel Avenue interchanges.
- Maintain acceptable levels of service (LOS) on U.S. 50 and at existing access points to U.S. 50 under existing and future conditions.
- Provide additional access to and from U.S. 50 and planned developments.
- Improve emergency access within the City of Rancho Cordova.
- Provide access to regional transit facilities and park-and-ride lots, where feasible.
(DEIR/EA, p.7)

Based on its own review of the Final EIR and other information and testimony received in connection with the Project, the City Council finds these objectives to be acceptable and important from a public policy standpoint. In choosing to approve the Project, the City seeks to further these objectives, and accords them weight in considering the feasibility of the alternatives set forth in the EIR, and in invoking overriding considerations in approving the Project (See *Sierra Club v. County of Napa* (2004) 121 Cal.App.4th 1490, 1507-1508).

D. DISCRETIONARY APPROVALS

Project approval requires the City, as CEQA lead agency, Caltrans as NEPA lead agency, as well as certain “responsible agencies,” to take discrete planning and regulatory actions to approve the overall Project. In accordance with CEQA, the City will certify that the Project complies with CEQA, adopt findings for all significant impacts identified, adopt a Statement of Overriding Considerations for impacts that will not be mitigated below a level of significance, certify that the findings and Statement of Overriding Considerations have been considered prior to project approval, and adopt a Mitigation Monitoring and Reporting Program. The City then will file a Notice of Determination with the State Clearinghouse that will identify whether the project will have significant impacts, if mitigation measures were included as conditions of project approval, that findings were made, and if a Statement of Overriding Considerations was adopted. Similarly, if Caltrans, as assigned by FHWA, determines the NEPA action does not significantly impact the environment, Caltrans will issue a Finding of No Significant Impact (FONSI) in accordance with NEPA. Described below are the other permits, reviews, and approvals that would be required for project construction:

Agency	Permit/Approval
U.S. Army Corps of Engineers	404 Permit
U.S. Fish and Wildlife Service	Section 7 Consultation; Biological Opinion
U.S. Bureau of Reclamation	Encroachment Permit
Federal Highway Administration	Project-level Conformity Determination for Federal Air Quality Standards
State Water Resources Control Board and Regional Water Quality Control Board, Central Valley Region	Notice of Intent for coverage under National Pollutant Discharge Elimination System permit and Stormwater Pollution Prevention Plan
California Department of Fish and Wildlife	Potential streambed alteration agreements and 2081 Take Permit for Threatened and Endangered Species
State Historic Preservation Office	Section 106 Coordination
California Department of Transportation (Caltrans)	Encroachment permit(s) required for work within Caltrans' right-of-way
County of Sacramento	Approval of site development permits/plans in the project area within the county
	County right-of-way and property acquisition
City of Rancho Cordova	City right-of-way and property acquisition
	Approval of site development permits/plans in the project area within the City

DEIR/EA pp 45 – 46

III. ENVIRONMENTAL REVIEW PROCESS

A Notice of Preparation (NOP) for the Rancho Cordova Parkway Interchange Project was mailed on September 9, 2005, to elected officials, government and other resource agencies, and all individuals and department entities that may have a concern or interest in the Project. Copies of

the NOP and the Initial Study were made available to the public at Rancho Cordova City Hall, and on the City's website. Additionally, the City held an open house to allow interested members of the public to learn more about the project, have questions answered by City staff, and provide input on the project. The public meeting was held on July 27, 2005, at the California State University, Sacramento Aquatic Center at 1901 Hazel Avenue, with approximately 160 members of the public participating. A newsletter was also mailed out to interested parties and available on the City's website dedicated to the project (at <http://www.ranchocordovainterchange.net>) to raise awareness about the project and inform the public of the upcoming Initial Study comment period. In December 2005, the City prepared a Public Scoping Summary Report that summarized public noticing, communication, and scoping efforts completed for the project up to that date. The Public Scoping Summary Report is included in the Draft EIR/EA, and provides a full summary of the public house meeting and the comments received in Appendix J of the Final EIR/EA. Additional public outreach and communication efforts completed after December 2005 are discussed below under the heading "Public Participation." The City and Caltrans have coordinated with several public agencies that may have an interest in the project as part of the project development process. Numerous agencies and organizations were provided notification of the NOP and Initial Study, and provided comments on the scope of the project and its associated environmental documentation. These communications and comments are summarized in the Public Scoping Summary Report prepared for the project. The main City coordination or communications with the agencies are described below.

U.S. Army Corps of Engineers

Melissa Logue, the City's Environmental Project Manager, and Anna Sutton, the U.S. Army Corps of Engineers' (USACE) representative for the project, completed a site visit of the northern portion of the project area (i.e., from the Folsom South Canal to the northern boundary of the project area adjacent to the Gold River community) on March 14, 2007. During the visit, USACE examined the draft wetland delineation map prepared for the project and compared it to observations made during the field visit. Minor modifications to the wetland delineation map were requested by USACE, and USACE verified the wetland delineation, including requested modifications, on July 19, 2007. For the southern portion of the project area (i.e., the Rancho Cordova Parkway roadway corridor from south of the Folsom South Canal to White Rock Road), a draft wetland delineation was prepared by ECORP Consultants, Inc. (ECORP) biologists as part of the Westborough at Easton residential development project located on GenCorp/Aerojet property south of U.S. Highway 50. The draft wetland delineation was submitted to USACE for verification on August 25, 2005. The initial field verification site visit was conducted on September 6, 2006, and included M. Finan and T. Eckerle representing USACE and A. Ballard representing ECORP. Following the initial field verification site visit, ECORP provided supplemental information as requested by USACE in a submittal dated January 29, 2007. Representatives from USACE (M. Finan) and ECORP (A. Ballard and K. Kwan) attended a meeting at USACE's office on February 6, 2007, to discuss the results of the initial field verification site visit, information provided in the January 29, 2007, submittal, and other aspects of the verification process. ECORP then provided supplemental information as requested by USACE in a submittal dated March 1, 2007.

A follow-up field verification site visit was conducted on October 30, 2007, by M. Finan and L. Gibson from USACE, and A. Ballard and D. Snider from ECORP. A revised wetland delineation was submitted to USACE on December 3, 2007. USACE verification of the wetland delineation

for this portion of the project was issued on January 31, 2008. The City will request a 404 permit to allow fill of wetlands and other waters of the U.S. The City will submit its application for a 404 permit and USACE must issue the 404 permit prior to the start of project construction that will impact wetlands.

U.S. Fish and Wildlife Service

The City and Caltrans completed a focused Technical Assistance meeting with the U.S. Fish and Wildlife Service (USFWS) to discuss the project's potential effects to federally protected species and to discuss appropriate minimization and mitigation actions to reduce these effects. The Technical Assistance meeting took place on November 13, 2007, and included representatives from USFWS, Caltrans, and the City. The discussion focused on the project's potential effects to the habitat of the federally protected valley elderberry longhorn beetle, but also included discussion of the project's potential effects to vernal pool invertebrates, and other special-status species. The project has completed Section 7 Consultation and received a Biological Opinion (BO) from USFWS for federally listed special-status species. Section 7 consultation was initiated by Caltrans in July 2011. The Biological Opinion, which has been completed, is required before Caltrans and the U.S. Bureau of Reclamation (USBR) can issue their National Environmental Policy Act (NEPA) determinations for the project, and before USACE can issue the 404 permit for the project.

USFWS has concurred the Project is not likely to adversely affect vernal pool fairy shrimp and vernal pool tadpole shrimp. The project would, however, likely adversely affect the Valley Elderberry Longhorn Beetle (VELB). No critical habitat for these species has been identified within the project site. All effects to potentially occurring species or their habitat will be minimized and conservation measures will be implemented according to established USFWS guidelines for project-related effects to the species in question. The BO includes an incidental take statement for VELB. The USFWS determined that the project's level of anticipated take is not likely to result in jeopardy to VELB.

U.S. Bureau of Reclamation

USBR owns the Folsom South Canal. Because the project would cross over the canal, USBR must issue an aerial easement over the canal to allow for project construction.

An initial coordination meeting was held with USBR in June 2005. On March 21, 2007, USBR participated in a federal agency coordination meeting, including Caltrans, the Federal Highway Administration (FHWA), and the City. During the meeting, it was agreed upon that Caltrans, as assigned by FHWA, would serve as the NEPA Lead Agency, and that USBR would be a NEPA cooperating agency in order to issue the aerial easement over the Folsom South Canal required by the project. During development of the design plans for the interchange structures, coordination with USBR continued on structure falsework and other project issues from August to November 2008. 1) Structure falsework is the wood and steel lattices that would temporarily support the new interchange structure as it is being built. Two falsework alternatives were discussed as part of the prior coordination. Out of those prior discussions, Falsework Alternative 2 was identified as being the preferable alternative because it would separate bicycle users and USBR maintenance staff from the active construction area, which would minimize potential safety concerns, and because it would be more cost-effective. Falsework Alternative 2 was found acceptable by USBR staff in November 2008.

USBR received the Draft EIR/EA as part of the document's distribution in April 2014. No comments were received from USBR. Because the USBR is the official agency with jurisdiction (the owner) of the Folsom South Canal Bike Trail and because the Project will have temporary use of the bike trail during construction, written concurrence from USBR is need for the Section 4(f) de minimis determination. Coordination on obtaining USBR's concurrence on the Section 4(f) de minimis determination began in October 2014. As part of this ongoing coordination, a teleconference was held with USBR and the City on February 2, 2015 with a follow-up in-person meeting on February 11, 2015. At the request of USBR, Caltrans sent USBR a written request for concurrence on the Section 4(f) de minimis determination, along with other supporting materials on February 17, 2015. On February 25, 2015, USBR responded with a letter concurring with the Section 4(f) de minimis determination.

California Department of Fish and Wildlife

Future consultation with California Department of Fish and Wildlife (CDFW) will be required to obtain a 1602 Streambed Alteration Agreement to authorize construction activities within Buffalo Creek. It is not anticipated that consultation with CDFW will be required to authorize incidental take (as defined in the CESA) of state-listed special-status animal species, as avoidance and mitigation measures would serve to avoid direct impacts to these species. However, if a tree supporting an active Swainson's hawk nest could not be avoided and therefore was identified for removal prior to the young fledging, the project would require a California Fish and Game Code Section 2081 Take Permit.

State Historic Preservation Office

Section 106 consultation under the National Historic Preservation Act was initiated by Caltrans District 3 on November 19, 2007, in accordance with the *Programmatic Agreement Among the Federal Highway Administration, the Advisory Council of Historic Preservation, the California State Historic Preservation Office, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California* (PA). On December 21, 2007, issued a concurrence letter to Caltrans for the project, indicating concurrence with the eligibility determinations made in the Historic Property Survey Report that the identified properties were not eligible for listing on the National Register of Historic Places.

Public Participation

Since completion of preliminary scoping and public outreach efforts at the close of 2005, additional public outreach efforts have been made to provide information to area residents and to allow the public to provide input on and raise issues and concerns about the project. The City held a second public open house meeting on June 7, 2007, at the California State University, Sacramento Aquatic Center. The purpose of the meeting was to provide an update and present the proposed project alternative to the public. To promote the meeting, the City mailed newsletters to its database of 2,500 contacts, plus an additional 3,600 newsletters to extended contacts; newsletters were hand-delivered to the Rancho Cordova City Council's office, Sacramento County Supervisor Roberta MacGlashan's office, and the front desk of the Rancho Cordova City Hall; media announcements were sent and published in the Grapevine Independent and Sacramento Bee; and approximately 150 calls were made and 300 e-mails were sent to

contacts reminding them to attend. As a result of these efforts, approximately 135 community members attended the meeting. The meeting was held in an open house format where the community could view displays and talk one-on-one with key project team members. The meeting also included a formal presentation and question-and-answer session. Public input was recorded through comment cards and through notes taken during the question-and-answer portion of the meeting.

The City initiated the formation of a Community Advisory Committee (CAC) to participate in the development of the proposed project. The purpose of the CAC is to provide a forum for representative community members to provide input on aspects of the project design, including aesthetic treatments, landscaping, lighting treatments, and other design features at an early stage of project design where inclusion of these features can be most readily completed. The first CAC meeting was held at City offices on October 23, 2007. Meeting attendees included representatives from the City Public Works and Planning Departments, representatives from the local community including residents of the Gold River and Anatolia communities, a representative from Sacramento County Supervisor Roberta MacGlashan's office, and representatives from local businesses including the Mine Shaft property owners and GenCorp. During the meeting, it was agreed that the attendees of the first meeting would constitute the core CAC group, with up to two additional spots for residents in the Anatolia area to be determined. Other special invited guests may be invited to bring specific technical or advocacy expertise as specific topics are discussed by the group during future meetings. It was agreed that the core CAC should meet bimonthly for one year, with interspersed focus meetings that target specific issues.

Between October 2007 and August 2008, the City Public Works Department held six meetings of the CAC. These meetings were attended by City staff, consultants, property owners or their representatives, community organizations, and community members. During these meetings, City staff and consultants presented project details and answered questions. Specific topics discussed included the design plans, lighting and landscape plans, and bike connections. Representatives of the Gold River Community Association informed City staff that the potential bikeway connections through Gold River were very troubling to the Gold River Community Association. Furthermore, the Gold River Community Association formally stated that it would not support a project that included bikeway connections through its community. The CAC meetings provided citizens a forum for providing input into the design and features of the interchange. Commercial property owners voiced concerns regarding the visibility of commercial structures following construction of the interchange. Local residents voiced concerns about car headlights on the interchange that could illuminate nearby homes. Local residents also voiced concerns regarding the safety of children playing near the interchange. The design and features of the interchange and parkway have been modified iteratively throughout the process to address public concerns.

The City and Caltrans released the Draft EIR/EA on April 10, 2014 for public review and comment. The comment period closed on June 9, 2014. This period satisfied the requirement for a minimum 45-day and maximum 60-day public review period as set forth in Section 15105 of the CEQA Guidelines. Consistent with Section 15202 of the CEQA Guidelines, the City conducted a meeting to receive public input on the DEIR/EA at Rancho Cordova City Hall on

May 14, 2014, at which time agencies and the public were given the opportunity to provide oral comments on the DEIR/EA (FEIR/EA, p.).

The Project's Final EIR/EA was made available to the public and commenting agencies on March 5, 2015. Notice of the availability of the Final EIR/EA was mailed to elected officials, government and other resource agencies, and all individuals and department entities that may have a concern or interest in the project and copies of the Final EIR/EA were made available on the City's website and at City Hall as well as at the Rancho Cordova Library, Gold River Community Association, Sacramento County Administration Building, and the Caltrans District 3 Office. On March 16, 2015, the City Council held a noticed public hearing to consider the Final EIR/EA and approval of the Project. The City Council considered certification of the Final EIR and adoption of CEQA Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program at that hearing.

The DEIR/EA included an evaluation of 22 environmental issue areas and a separate discussion of significant impacts under CEQA, together with other NEPA- and CEQA-mandated issues as well (e.g., cumulative impacts, growth-inducing impacts). The 22 environmental issue areas are as follows:

- Land Use
- Parks and Recreational Facilities
- Growth
- Community Impacts
- Relocations
- Environmental Justice
- Utilities and Emergency Services
- Traffic and Transportation/Pedestrian and Bicycle Facilities
- Visual/Aesthetics
- Cultural Resources
- Hydrology and Floodplain
- Water Quality and Stormwater Runoff
- Geology, Soils, Seismic and Topography
- Hazardous Waste/Materials
- Air Quality
- Noise
- Natural Communities
- Wetlands and Other Waters
- Plant Species
- Animal Species
- Threatened and Endangered Species
- Invasive Species

(DEIR/EA, pp. 51 to 458)

The DEIR/EA evaluated the significance of impacts under CEQA within the following 18 environmental areas:

- Land Use
- Parks and Recreational Facilities
- Utilities and Emergency Service
- Traffic and Transportation/Pedestrian and Bicycle Facilities
- Visual/Aesthetics
- Cultural Resources
- Hydrology and Floodplain
- Water Quality and Stormwater Runoff
- Geology, Soils, Seismic and Topography
- Hazardous Waste/Materials
- Air Quality
- Noise
- Natural Communities
- Wetlands and Other Waters
- Plant Species
- Animal Species
- Threatened and Endangered Species
- Population and Housing/Growth Inducement
- Greenhouse Gas Emissions/Climate Change
- Cumulative Impacts

(DEIR/EA, pp. 459 to 579)

IV. RECORD OF PROCEEDINGS

In accordance with Public Resources Code section 21167.6, subdivision (e), the record of proceedings for the City's decision on the Project includes the following documents:

- The NOP and all other public notices issued by the City in conjunction with the Project;
- All comments submitted by agencies or members of the public during the comment period on the NOP;
- The DEIR/EA for the Project (April 2014) and all appendices;
- All comments submitted by agencies or members of the public during the comment period on the DEIR/EA;
- The Final EIR/EA for the Project, including comments received on the DEIR/EA, the responses to those comments, clarifications and minor corrections to information presented in the Draft EIR/EA, and appendices;

- Documents cited or referenced in the DEIR/EA and Final EIR/EA;
- The MMRP for the Project;
- All findings and resolutions adopted by the City Council in connection with the Project and all documents cited or referred to therein;
- All reports, studies, memoranda, maps, staff reports, or other planning documents relating to the Project prepared by the City, consultants to the City, or responsible or trustee agencies with respect to the City's compliance with the requirements of CEQA and with respect to the Project;
- All documents submitted to the City by other public agencies or members of the public in connection with the Project, up through the close of the City Council public hearing on March 16, 2015;
- Any minutes and/or verbatim transcripts of all information sessions, public meetings, and public hearings held by the City in connection with the Project;
- Any documentary or other evidence submitted to the City at such information sessions, public meetings, and public hearings;
- The City of Rancho Cordova General Plan and all environmental documents prepared in connection with the adoption of the General Plan;
- All environmental documents prepared under CEQA and NEPA referred to in the Draft EIR/EA and Final EIR/EA, including, but not limited to:

City of Rancho Cordova General Plan Environmental Impact Report (State Clearinghouse # 2005022137).

Sunrise Douglas Community Plan/Sunridge Specific Plan Environmental Impact Report. (State Clearinghouse # 97022055).

Sacramento Area Council of Governments Environmental Impact Report for the Metropolitan Transportation Plan/Sustainable Communities Strategy 2035 Update (State Clearinghouse # 2011012081).

Capital SouthEast Connector Joint Powers Authority. Capital Southeast Connector Project Program EIR (State Clearinghouse # 2010012066)

- The City of Rancho Cordova Zoning Code and all other City Code provisions cited in materials prepared by or submitted to the City;
- All County or other public agency planning or other documents cited in materials prepared by or submitted to the City;

- Any and all resolutions and ordinances adopted by the City regarding the Project, and all staff reports, analyses, and summaries related to the adoption of those resolutions and ordinances;
- Matters of common knowledge to the City, including but not limited to federal, state, and local laws and regulations;
- Any documents expressly cited in these findings, in addition to those cited above; and
- Any other materials required for the record of proceedings by Public Resources Code section 21167.6, subdivision (e).

The documents constituting the record of proceedings are available for review by responsible agencies and interested members of the public during normal business hours at the City of Rancho Cordova Planning Department and City Clerk's Office, 2729 Prospect Park Drive, Rancho Cordova, CA 95670. The custodian of these documents is City Clerk and Planning Clerk, City of Rancho Cordova Planning Department.

V.

CONSISTENCY WITH APPLICABLE PLANS

The City evaluated the Project to determine whether it is consistent with applicable City plans, policies, and regulations. The relevant plans, policies, and regulations are summarized below.

CITY OF RANCHO CORDOVA GENERAL PLAN

The land use planning and zoning authority of local jurisdictions in California is set forth in the state's planning laws. The Project site is under the planning jurisdiction of the City. Rancho Cordova officially became a city under the laws of the State of California on July 1, 2003. Upon incorporation, the City adopted applicable portions of the County's general plan and zoning ordinance, as well as applicable community and specific plans, and zoning designations in areas within the newly incorporated city. On June 26, 2006, the City Council adopted the City General Plan. The General Plan Land Use Book and associated General Plan Land Use Map combine geographical areas of the City with generalized and specific land use designations to guide the City's future development patterns. The General Plan references the proposed Rancho Cordova Parkway as one of the primary circulation roadways into and around one of the new planning areas designated in the General Plan. The proposed interchange and Rancho Cordova Parkway are shown in the Circulation Plan of the General Plan. The Rancho Cordova Parkway is envisioned as an ultimate six-lane expressway and as a potential enhanced transit corridor with conceptual bus rapid transit.

The Project is also consistent with the following County and regional plans.

Sacramento County General Plan

The Sacramento County General Plan serves as the overall guiding policy document for the County. The current County General Plan was adopted in November 2011. The central focus of

the County General Plan is the Land Use Element, which sets the policies for the distribution and intensity of land uses. The General Plan addresses plans for growth in the next planning cycle (2005/2030) as well as addresses new emerging planning issues. The General Plan's Transportation Plan diagram identifies the proposed interchange area and an ultimate thoroughfare (six-lane) roadway at the proposed location as future Project facilities. The Project was also included in the County General Plan in effect prior to the City's incorporation.

Cordova Community Plan

A community plan consists of the policy framework (including both guiding principles and policies, land use holding capacity and acreage estimates, and a basic infrastructure framework) to guide community development. The Cordova Community Plan was adopted by the County of Sacramento in 1978 and underwent an update in May 2003. The Roadway Diagram (Exhibit 6.1.1) of the Cordova Community Plan includes the proposed interchange and parkway.

Metropolitan Transportation Plan (MTP)

The Sacramento Area Council of Governments (SACOG) is the metropolitan planning organization responsible for developing the state- and federally required MTP every four years, in coordination with the 22 cities and six counties in the greater Sacramento region. The MTP is a 28-year plan for transportation improvements in the six-county greater Sacramento region, based on projections for growth in population, housing, and jobs. The project is identified in the MTP as a planned transportation improvement needed to serve growth. The interchange portion of the proposed project is identified in the Final MTP 2035 with the following project description: "Interchange: Rancho Cordova Pkwy./U.S. 50. Auxiliary lanes on U.S. 50 between Hazel Ave. and Sunrise Blvd." The roadway portion of the proposed project is identified in the Final MTP 2035 with the following project description: "New road: 6 lane road from U.S. 50 to White Rock Rd. (Phase I)."

US 50 Corridor System Management Plan (CSMP)

Corridor System Management Plans (CSMP) are foundation documents supporting the partnership-based, integrated management of all travel modes in a corridor so that mobility along the corridor is provided in the most efficient and effective manner possible. The objective is to improve performance on highly congested travel corridors. The U.S. 50 CSMP is consistent with SACOG's MTP, the El Dorado County Transportation Commission Regional Transportation Plan, city and county general plans, and regional blueprint planning. The proposed project is consistent with the U.S. 50 CSMP. It creates substantial off-system benefits that relieve congestion, improve travel times, reduce the number of daily vehicle hours of delay, improve connectivity to the state highway system, provide viable transportation options, and has been identified in the CSMP as a key capital project. These improvements would improve traffic operations and reduce the chance for traffic conflicts, potentially reducing traffic accidents. The greatest reduction would occur along Folsom Boulevard between Hazel Avenue and Sunrise Boulevard. Parallel local roadways such as Easton Valley Parkway and White Rock Road would also experience reduced vehicular demand. Measurable reductions in vehicle traffic would also occur on Sunrise Boulevard and adjacent streets located south of the U.S. 50/Sunrise Boulevard interchange. The net result is a substantial benefit to vehicles, buses, bicycles, and pedestrians on the adjacent local roadway system.

VI. **FINDINGS REQUIRED UNDER CEQA**

Public Resources Code section 21002 provides that “public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]” The same statute provides that the procedures required by CEQA “are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects.” Section 21002 goes on to provide that “in the event [that] specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof.”

The mandate and principles announced in Public Resources Code section 21002 are implemented, in part, through the requirement that agencies must adopt findings before approving projects for which EIRs are required. For each significant environmental effect identified in an EIR for a project, the approving agency must issue a written finding reaching one or more of three permissible conclusions. The first such finding is that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR. The second finding is that such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding, and that such changes have been adopted by, or can and should be adopted by, such other agency. The third potential finding is that specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR and, therefore, the identified impact is significant and unavoidable (CEQA Guidelines, § 15091).

As explained elsewhere in these findings, “feasible” means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors (CEQA Guidelines § 15364). The concept of “feasibility” also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project (*Sierra Club v. County of Napa* (2004) 121 Cal.App.4th 1490, 1506-1509 (court upholds CEQA findings rejecting alternatives in reliance on applicant’s project objectives); see also *California Native Plant Society v. City of Santa Cruz* (2009) 177 Cal.App.4th 957, 1001 (CNPS) (“an alternative ‘may be found infeasible on the ground it is inconsistent with the project objectives as long as the finding is supported by substantial evidence in the record’”) (quoting *Kostka & Zischke, Practice Under the Cal. Environmental Quality Act* [Cont.Ed.Bar 2d ed. 2009] (*Kostka*), § 17.309, p. 825); *In re Bay-Delta Programmatic Environmental Impact Report Coordinated Proceedings* (2008) 43 Cal.4th 1143, 1165, 1166 (*Bay-Delta*) (“[i]n the CALFED program, feasibility is strongly linked to achievement of each of the primary program objectives;” “a lead agency may structure its EIR alternative analysis around a reasonable definition of underlying purpose and need not study alternatives that cannot achieve that basic goal”). Moreover, “‘feasibility’ under CEQA encompasses ‘desirability’ to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors.” (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 410, 417 (*City of Del Mar*); see also *CNPS, supra*, 177

Cal.App.4th at p. 1001 (after weighing “‘economic, environmental, social, and technological factors,’ ... ‘an agency may conclude that a mitigation measure or alternative is impractical or undesirable from a policy standpoint and reject it as infeasible on that ground’”) (quoting Kostka, *supra*, § 17.29, p. 824).

For purposes of these findings (including the findings in Attachment 1 attached hereto), the term “avoid” refers to the effectiveness of one or more mitigation measures to reduce an otherwise significant effect to a less than significant level. In contrast, the term “substantially lessen” refers to the effectiveness of such measure or measures to substantially reduce the severity of a significant effect, but not to reduce that effect to a less than significant level.

As explained above, CEQA requires that the lead agency adopt feasible mitigation measures or, in some instances, feasible alternatives to substantially lessen or avoid significant environmental impacts that would otherwise occur. With respect to a project for which significant impacts are not avoided, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons for the agency findings that the Project’s benefits outweigh its unavoidable adverse environmental effects. The City’s Statement of Overriding Considerations for the Project is included herein in Section X below.

VII.

MITIGATION MONITORING AND REPORTING PROGRAM

A Mitigation Monitoring and Reporting Program has been prepared for the Project, and is being approved by the City Council by the same Resolution that adopts these findings. The City will use the Mitigation Monitoring and Reporting Program to track compliance with Project mitigation measures. The Mitigation Monitoring and Reporting Program will remain available for public review during the compliance period. The Mitigation Monitoring and Reporting Program is attached hereto as Attachment 2.

VIII.

SIGNIFICANT IMPACTS AND MITIGATION MEASURES

The Final EIR identified a number of significant and potentially significant environmental effects (or impacts) that the Project will cause or contribute to. Most of these significant effects can be fully avoided through the adoption of feasible mitigation measures. Other effects, however, cannot be avoided by the adoption of feasible mitigation measures or alternatives, and thus will be significant and unavoidable. Some of these unavoidable significant effects can be substantially lessened by the adoption of feasible mitigation measures, but not avoided. Other significant, unavoidable effects cannot be substantially lessened or avoided. For reasons set forth in Section X *infra*, however, the City Council has determined that overriding economic, social, and other considerations outweigh the significant, unavoidable effects of the Project.

A. Impacts and Mitigation Measures (see Attachment 1)

The City Council’s findings with respect to the Project’s significant effects and mitigation measures are set forth in the attachment to these findings (Attachment 1). The findings set forth

in Attachment 1 are hereby incorporated by reference and included as an attachment to this document.

This attachment does not attempt to describe the full analysis of each environmental impact contained in the Final EIR. Instead, the attachment provides a summary description of each impact, describes the applicable mitigation measures identified in the Final EIR and adopted by the City, and states the findings on the significance of each impact after imposition of the adopted mitigation measures. A full explanation of these environmental findings and conclusions can be found in the Final EIR, and these findings hereby incorporate by reference the discussion and analysis in those documents supporting the Final EIR's determinations regarding mitigation measures and the Project's impacts and mitigation measures designed to address those impacts.

In making these findings, the City ratifies, adopts, and incorporates into these findings the analysis and explanation in the Final EIR, and ratifies, adopts, and incorporates in these findings the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

The City has adopted all of the mitigation measures identified in Attachment 1. Some of the measures identified are also within the jurisdiction and control of other agencies. To the extent any of the mitigation measures are within the jurisdiction of other agencies, the City finds those agencies can and should implement those measures within their jurisdiction and control.

B. Findings Regarding Additional Mitigation Measures Proposed by Comments

In comments on the DEIR/EA, commenters suggested additional mitigation measures and/or modifications to the measures recommended in the DEIR/EA. As indicated in the Final EIR/EA Appendix N, the City modified the following proposed measures in response to such comments:

- Mitigation Measure 3.2-5-3b. The mitigation has been revised to clarify language concerning location of tree replacement within the project area.
- Mitigation Measure MM 3.2.11-1b. The revised measure requires the construction contractor to utilize construction equipment that meets Tier 3 emission standards or greater which will greatly reduce the emissions of TACs from construction equipment.
- Mitigation measure MM 3.2.11-4. The City has consulted with SMAQMD and has agreed that payment of the NOx mitigation fees are feasible mitigation for the proposed project construction impact of exceeding the 85 pounds/per day NOx threshold. The City will recalculate the NOx mitigation fee prior to the start of construction activities in consultation with SMAQMD. The text of mitigation measure MM 3.2.11.4 and the paragraph immediately after have been revised to state that the City will pay the mitigation fees.
- Mitigation measure MM 3.2.14-4c has been revised to require compensatory mitigation prior to the start of construction activities as shown in the MMRP.

The City modified the following two proposed measures in response to the Biological Opinion (BO):

- Mitigation Measure 3.2.16-1 has been revised to modify measures to be implemented during and after project construction to minimize impacts to aquatic habitats.
- Mitigation Measure 3.2.17-5 has been revised to specify terms and conditions imposed on Caltrans relating to any incidental take of Valley Elderberry Longhorn Beetle habitat.

For other new mitigation measures or changes to existing mitigations proposed in comments submitted on the DEIR/EA or comments submitted elsewhere in the record, which are described below, the City carefully considered the proposed mitigations, and finds the proposed mitigations infeasible, not necessary to avoid identified significant impacts of the Project, or otherwise rejected the suggested mitigation for the reasons set forth in the Final EIR/EA or elsewhere in the record, which are incorporated herein by this reference.

In considering specific recommendations on mitigation measures from commenters, the City is guided by CEQA's legal standard to substantially lessen or avoid significant environmental effects to the extent feasible. The City recognizes, moreover, that comments frequently offer suggestions regarding how a commenter believes that a particular mitigation measure can be modified, or perhaps changed significantly, in order to more effectively, in the commenter's opinion, reduce the severity of environmental effects. However, the mitigation measures included in the Final EIR represent the professional judgment and long experience of the City's expert staff and environmental consultants. The City therefore believes that these recommended mitigations should not be modified unless necessary to comply with CEQA legal standards, and the City has discretion to make policy decisions presented by mitigations. Thus, in considering commenters' suggested changes or additions to the mitigation measures, the City, in determining whether to accept such suggestions, either in whole or in part, has considered the following factors, among others: (i) whether the suggestion relates to a significant and unavoidable environmental effect of the Project, or instead relates to an effect that can already be mitigated to less-than-significant levels by proposed mitigation measures in the Final EIR; (ii) whether the proposed language represents a clear improvement, from an environmental standpoint, over the draft language that a commenter seeks to replace; (iii) whether the proposed language is sufficiently clear as to be easily understood by those who will implement the mitigation as finally adopted; (iv) whether the language might be too inflexible to allow for pragmatic implementation; (v) whether the suggested mitigations are "feasible" as defined under CEQA, including being able to be accomplished in a successful manner in a reasonable period of time taking into account economic, environmental, technical, legal, social or other factors; and (vi) whether the proposed language is consistent with the Project's objectives.

As is evident from the specific responses given to specific suggested mitigations set forth in Appendix N of the Final EIR/EA, City staff and consultants spent a significant amount of time carefully considering and weighing proposed mitigation language. For those suggested mitigation measures not incorporated or adopted by the City, the City finds them either not necessary to reduce a significant impact to less than significant, or infeasible. Below is a summary of proposed

mitigation measures that are not adopted and are not included as part of the project and the reasons why they are not included.

Comments on the Draft EIR/EA proposed measures to address noise from construction and operations of the project. For project construction noise, commenters proposed that construction hours be restricted to 7:30 a.m. to 5:00 p.m. Monday through Friday and with no construction allowed on weekends or federal holidays. Mitigation measure MM 3.2.12-5 limits construction activities within 100 feet of residents to 7:00 a.m. to 7:00 p.m. on weekdays and 8:00 a.m. to 6:00 p.m. on weekends. Due to the heavy traffic on U.S. 50 during daytime hours, limiting construction to only 7:30 a.m. to 5:00 p.m. on weekdays is not feasible. Detouring the heavy volume of traffic on U.S. 50 during these times to accommodate construction activities cannot be done without causing major disruptions of traffic in the area and overburdening local roadways. In addition, creating such a narrow period for construction and eliminating weekend construction will greatly increase the construction period for the project resulting in residents being exposed to a longer period of impacts from noise construction. So, this will increase noise impacts. Therefore, construction work outside of the proposed weekday daytime hours is necessary to construct the project. In addition, the City has adopted a series of mitigation measures to reduce construction noise impacts on adjacent residents (See Mitigation Measure MM 3.2.12-5).

Comments on the Draft EIR/EA also proposed the construction of a 16-foot sound wall from the Hazel Boulevard interchange to the Sunrise Boulevard interchange, completely replacing the existing sound wall. Under the County and City significance thresholds for noise, the project operation will result in a less than significant impact. The increase in noise levels from the No Project condition to the With Project condition is less than the City and County significance threshold. Also, the project would result in no change or a slight decrease in noise levels as compared to without the project. Since the project impact is less than significant, the proposed measure is not necessary to avoid identified significant impacts of the Project and the City is not required to adopt it. Furthermore, the Draft EIR/EA (p. 318) evaluated the development of a 16-foot-high wall and found that the noise levels would not be decreased by 5 dB, as such, development of a wall of that height is not feasible according to Caltrans protocol, which implements FHWA noise regulations found at 23 CFR 772.

Comments on the Draft EIR/EA also proposed offering triple pane windows to homes along the freeway to minimize interchange and road noise from operation of the interchange project. The proposal included a suggestion that these costs could be included in a home energy credit program. Only one residence would approach or exceed the FHWA noise abatement criteria and experience a noise level increase of 1 dB (identified at “R7” in the Draft EIR/EA) from the project during future conditions. As shown in Draft EIR/EA Table 2.2.6-6, the future noise levels with the proposed project are predicted to stay the same or decrease when compared to existing conditions. Triple pane windows are typically used only in cases where the predicted noise levels are severe (75 dBA or higher). The highest future noise level with the proposed project is at receiver R1, where the future predicted noise level is 68 dBA, which would be 3 dBA less than the existing noise at the receiver. Since the project impact is less than significant, the proposed measure is not necessary to avoid identified significant impacts of the Project and the City is not required to adopt it

Comments on the Draft EIR/EA also proposed planting thick vegetation and numerous trees immediately inside of the sound wall to absorb noise during project operations. As described above, the project impact due to operations from noise is less than significant. Therefore, the proposed measure is not necessary to avoid identified significant impacts of the Project and the City is not required to adopt it. Nevertheless, the planting of landscaping and trees (where feasible) are already included in the project design (see Draft EIR/EA page 210).

C. Findings Regarding Absence of Significant New Information Requiring Recirculation of Draft EIR

CEQA Guidelines Section 15088.5 requires a lead agency to recirculate an EIR for further review and comment when significant new information is added to the EIR after public notice is given of the availability of the Draft EIR but before certification of the Final EIR. New information added to an EIR is not “significant” unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect that the project proponent declines to implement. The CEQA Guidelines provide the following examples of significant new information under this standard:

- A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.
- A substantial increase in the severity of an environmental impact would result unless mitigation is adopted that reduces the impact to a level of insignificance.
- A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the environmental impacts of the project, but the project’s proponents decline to adopt it.
- The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded. (*Mountain Lion Coalition v. Fish and Game Com.* (1989) 214 Cal.App.3d 1043).

Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR. The above standard is “not intend[ed] to promote endless rounds of revision and recirculation of EIRs.” (*Laurel Heights Improvement Assn. v. Regents of the University of California* (1993) 6 Cal. 4th 1112, 1132). “Recirculation was intended to be an exception, rather than the general rule.” (*Ibid.*)

The Final EIR incorporates information since the Draft EIR was completed, and contains additions, clarifications, modifications, and other changes. As noted in Section VIII.B, comments on the Draft EIR either expressly or impliedly sought changes to proposed mitigation measures identified in the Draft EIR, as well as additional mitigation measures. As explained in the Final EIR (Appendix N, Responses to Comments), some of the suggestions were found to be appropriate and feasible and were adopted in the Final EIR and included in the MMRP (see Section VIII.B, above). Where changes have been made to mitigation measures and other information in the Draft EIR, these changes do not change any conclusions on the significance of impacts presented in the Draft EIR and do not meet any of the standards for recirculation under CEQA Guidelines section 15088.5.

Notably, CEQA case law emphasizes that “[t]he CEQA reporting process is not designed to freeze the ultimate proposal in the precise mold of the initial project; indeed, new and unforeseen insights may emerge during investigation, evoking revision of the original proposal.” (*Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 736-737; see also *River Valley Preservation Project v. Metropolitan Transit Development Bd.* (1995) 37 Cal.App.4th 154, 168, fn. 11.) ““CEQA compels an interactive process of assessment of environmental impacts and responsive project modification which must be genuine. It must be open to the public, premised upon a full and meaningful disclosure of the scope, purposes, and effect of a consistently described project, with flexibility to respond to unforeseen insights that emerge from the process.” [Citation.] In short, a project must be open for public discussion and subject to agency modification during the CEQA process.” (*Concerned Citizens of Costa Mesa, Inc. v. 33rd Dist. Agricultural Assn.* (1986) 42 Cal.3d 929, 936).

The Final EIR also includes minor edits made in response to various comments on the Draft EIR/EA (See Final EIR, Appendix N) These revisions were made for accuracy and did not change any conclusions of the Draft EIR regarding the Project’s impacts. The revisions only constituted minor revisions or augmentations to information in the Draft EIR that did not change any of the determinations regarding the significance of Project impacts.

Thus, none of these changes involves “significant new information” triggering recirculation because neither the additional information nor changes to the mitigation measure resulted in any new significant environmental effects, any substantial increase in the severity of any previously identified significant effects, or otherwise trigger recirculation under CEQA standards. Instead, the modifications were either environmentally beneficial or environmentally neutral, and thus represent the kind of changes that commonly occur as the environmental review process works towards its conclusion.

IX. PROJECT ALTERNATIVES

A. BASIS FOR ALTERNATIVES-FEASIBILITY ANALYSIS

Public Resources Code section 21002, a key provision of CEQA, provides that “public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]” The same statute states that the procedures required by CEQA “are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects.”

Where a lead agency has determined that, even after the adoption of all feasible mitigation measures, a project as proposed will still cause one or more significant environmental effects that cannot be substantially lessened or avoided, the agency, prior to approving the project as mitigated, must first determine whether, with respect to such impacts, there remain any project alternatives that are both environmentally superior and feasible within the meaning of CEQA. Although an EIR must evaluate this range of *potentially* feasible alternatives, an alternative may

ultimately be deemed by the lead agency to be “infeasible” if it fails to fully promote the lead agency’s underlying goals and objectives with respect to the project (*City of Del Mar, supra*, 133 Cal.App.3d at p. 417). “[F]easibility’ under CEQA encompasses ‘desirability’ to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors.” (*Ibid.*; see also *CNPS, supra*, 177 Cal.App.4th at p. 1001.) Thus, even if a project alternative will avoid or substantially lessen any of the significant environmental effects of the project, the decision-makers may reject the alternative if they determine that specific considerations make the alternative infeasible.

Under CEQA Guidelines section 15126.6, the alternatives to be discussed in detail in an EIR should be able to “feasibly attain most of the basic objectives of the project[.]” For this reason, the objectives described above provided the framework for defining possible alternatives including alternate Project locations (See *Bay-Delta, supra*, 43 Cal.4th at p. 1166). Based on the requirements of CEQA Guidelines section 15126.6 and the Project’s objectives, thirteen alternatives described in section 1.2.5.4 of the DEIR/EA were considered for the proposed project. Alternatives 1 through 7 are alternative interchange designs (design variations). The remaining alternatives considered are alternatives to not building an interchange at the proposed location. These alternatives were developed to attempt to reduce or avoid significant impacts of the proposed project, including significant impacts to adjacent residents located in the Gold River Community and included alternatives suggested in comments received in response to the Notice of Preparation. Extensive analysis of alternatives, their environmental impacts or benefits, and feasibility are included in the Draft EIR/EA in Section 1.2.5.4.

The City finds that a good faith effort was made to evaluate all potentially feasible alternatives in the EIR that are reasonable alternatives to the Project and could feasibly obtain the basic objectives of the Project, even when the alternatives might impede the attainment of some of the Project objectives and might be more costly. As a result, the scope of alternatives analyzed in the EIR satisfies CEQA’s requirements to analyze a reasonable range of alternatives and the alternatives are not unduly limited or narrow. The City also finds that all reasonable alternatives were reviewed, analyzed and discussed in the review process of the EIR and the ultimate decision on the Project.

1. Significant, Unavoidable Impacts of the Project

The Project will result in the following significant and unavoidable impacts which cannot be avoided through implementation of feasible mitigation measures adopted in connection with the Project. Some of these significant and unavoidable impacts will be lessened by the adoption of feasible mitigation measures, but the impacts cannot be reduced to less than significant:

	Impact	Level of Significance
Traffic and Transportation	3.2.4-13: The Rancho Cordova Parkway/eastbound off-ramp intersection would operate at LOS F during both AM and PM peak hours under design year (2037) conditions.	Significant and Unavoidable

	Impact	Level of Significance
Visual/Aesthetics	3.2.5-3, 3.2.5-4, and 3.2.5-6: Removal of trees and other mature vegetation, nighttime “spillover” lighting onto adjacent residential properties, and a new visually dominant feature within the U.S. 50/Folsom Boulevard corridor.	Significant and Unavoidable
Air Quality	3.2.11-2 and 3.2.11-4: Temporarily increased TAC levels in the immediate vicinity during construction and construction emissions of NOx that would exceed the SMAQMD threshold of 85 pounds per day.	Significant and Unavoidable
Noise	3.2.12-5: Impacts associated with noise levels during project construction.	Significant and Unavoidable
Biological Resources	Cumulative loss of mature oak and other native tree species.	Significant and Unavoidable (Cumulative Only)

2. Considerations and Findings for Project Alternatives

CEQA provides that decision makers should not approve a project as proposed if there are feasible alternatives or feasible mitigation measures that would substantially lessen the significant impacts of the project (CEQA Section 21002). The Final EIR identified feasible mitigation measures that would reduce most of the potentially significant impacts to less than significant, as further set forth in the findings in Attachment 1. However, as described in Section IA.1 above, there are seven Project impacts and one cumulative impact that remain significant after mitigation or because no feasible mitigation was identified:

As required by CEQA, the following findings address whether there are any feasible alternatives that would reduce any of these eight impacts to less than significant.

CEQA requires that an EIR “describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project...” (CEQA Guidelines Section 15126.6(a)). If a project alternative will substantially lessen the significant environmental effects of a proposed project, the decision maker should not approve the proposed project unless it determines that specific economic, legal, social, technological, or other considerations, ... make the project alternative infeasible” (CEQA Sections 21002 and 21081(a)(3), and CEQA Guidelines Section 15091(a)(3)). The City Council hereby makes these findings with respect to alternatives.

Each of the alternatives was assessed for each resource topic and compared to potential Project impacts in the DEIR/EA and Final EIR. As further set forth below, the City Council considered the alternatives identified and analyzed whether they (1) meet purpose and need and most of the basic project objectives, (2) are feasible, or (3) are able to avoid or substantially lessen the significant and unavoidable environmental impacts of the proposed Project. For CEQA

purposes, “feasible” means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, technological, and legal factors. (CEQA Section 21061.1, CEQA Guidelines Section 15364.) As explained earlier, the concept of feasibility permits agency decision makers to consider the extent to which an alternative is able to meet some or all of a project’s objectives. In addition, the definition of feasibility encompasses “desirability” to the extent that an agency’s determination of infeasibility represents a reasonable balancing of competing economic, environmental, social, and technological factors supported by substantial evidence. Among other factors that may be taken into account when addressing the feasibility of alternatives are site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, policy considerations, jurisdictional boundaries (projects with a regionally significant impact should consider the regional context), and whether the proponent can reasonably acquire, control, or otherwise have access to the alternative site (or the site is already owned by the proponent).

As set forth in the DEIR/EA, the proposed Project is part of regional planned traffic improvements needed to address the existing operational deficiencies of U.S. 50 and adjacent arterial roadways as well as the anticipated future growth in the region and project area. The main project objectives are:

- Relieve existing traffic congestion on U.S. 50, Sunrise Boulevard, White Rock Road, and Hazel Avenue south of U.S. 50.
- Improve traffic operations at the U.S. 50/Sunrise Boulevard and U.S. 50/Hazel Avenue interchanges.
- Maintain acceptable levels of service on U.S. 50 and at existing access points to U.S. 50 under existing and future conditions.
- Provide additional access to and from U.S. 50 and planned developments.
- Improve emergency access within the City of Rancho Cordova.
- Provide access to regional transit facilities and park-and-ride lots, where feasible.

(DEIR/EA, section 1.2.2)

As discussed above, the City seeks to further these objectives, and accords them weight in considering the feasibility of alternatives set forth in the Final EIR, and in invoking overriding considerations in approving the Project. (See *Sierra Club v. County of Napa* (2004) 121 Cal.App.4th 1490, 1507-1508).

Findings on No Build Alternative (2037 Conditions without the Project)

1. Description of No Build Alternative

For the No Build alternative analysis, no construction of the new interchange or roadway connection would occur. Vehicles accessing U.S. 50 and surrounding development would continue to use the U.S. 50/Sunrise Boulevard interchange and U.S. 50/Hazel Avenue interchange, and access to areas south of Folsom Boulevard would be limited to Sunrise Boulevard and Hazel Avenue. The analysis of this alternative considers the environmental effects of not approving the proposed project. Under the No Build alternative, no construction of

the proposed interchange or roadway connection would occur. Not approving the proposed project would have several negative effects within the City, including increased traffic congestion and a decrease in the quality of life of residents and workers. See Table S-2 in the DEIR/EA Summary (page xiii) for a summary of potential impacts of the No Build alternative.

2. Analysis of the No Build Alternative's Ability to Reduce Significant Unavoidable Project Impacts

Traffic - The proposed project's unavoidable impact to Rancho Cordova Parkway/eastbound off-ramp intersection during both AM and PM peak hours would not occur because the interchange and Rancho Cordova Parkway would not be built. However, overall, traffic impacts of the No Build Alternative would be greater than the proposed project. As demonstrated in Tables 2.1.8-12 through 2.1.8-19 of the Draft EIR/EA, under the No Build alternative, travel times through the project site and surrounding area would continue to increase, due to the expected increase in the number of vehicle trips resulting from planned and approved growth in the area. Additionally, lines at critical queue areas would worsen, and intersection levels of service would also worsen. Traffic levels of service on nearby Sunrise Boulevard, south of U.S. 50, would continue to degrade as vehicle trips resulting from planned and approved growth in the area continue to increase. Sunrise Boulevard from U.S. 50 to White Rock Road is already constructed to its ultimate width, and construction of additional capacity to serve planned and approved development south of U.S. 50 is not feasible.

Visual/Aesthetics - Under the No Build alternative, the proposed interchange and roadway would not be constructed. Therefore the visual/aesthetic impacts associated with the construction of the project would not occur.

Air Quality - Under the No Build alternative, the proposed interchange and roadway would not be constructed, and air quality impacts associated with the construction of the project would not occur. However, the No Build Alternative would result in worsening air quality in and around the project vicinity greater than the proposed project. The existing traffic LOS in and around the interchange area operates at unacceptable levels and is expected to worsen over the next several years as traffic increases due to planned and expected growth. Worsening traffic LOS would contribute to worsening air quality in and around the project vicinity as a result of increased traffic congestion in and around the interchange area.

Noise - Under the No Build alternative, noise increases resulting from the construction and operation of the project would not occur because the project would not be built. However, because traffic from U.S. 50 is the predominant source of noise at and around the project site, and traffic on U.S. 50 is anticipated to increase as a result of planned development in the project vicinity, noise levels at and around the project site would continue to increase over time as traffic in the area increases. Table 2.2.6-8 in the DEIR/EA shows the noise levels for the No Build Alternative as compared to the proposed Project. The Table shows that overall noise impacts during operations would be greater under the No Build Alternative than the proposed Project.

Cumulative Loss of Trees - Under the No Build alternative, the project would not be built. Therefore no contribution to the loss of trees would occur.

3. Ability of No Build Alternative to Meet Project Objectives

The No Build Alternative would not meet project objectives. It would not relieve existing traffic congestion on U.S. 50, Sunrise Boulevard, White Rock Road, and Hazel Avenue south of U.S. 50. It would not improve traffic operations at the U.S. 50/Sunrise Boulevard and U.S. 50/Hazel Avenue interchanges which are expected to deteriorate further in the future. It will not maintain acceptable levels of service on U.S. 50 and at existing access points to U.S. 50 under existing and future conditions. It will not provide additional access to and from U.S. 50 for existing and planned developments and will not improve emergency access within the City.

4. Feasibility of the No Project Alternative

Under the No Project Alternative, the Project would not be constructed. Although this alternative would not result in impacts caused by the construction of the proposed project, it would result in other additional adverse impacts as described above. The No Project Alternative would not meet the project purpose, need, or objectives of the Project. As identified in Draft EIR/EA pages 7 through 20, the No Project Alternative would not relieve existing and anticipated future roadway congestion on US 50 and Sunrise Boulevard. It would also not provide additional access from US 50 and planned development in the City or improve emergency access. The City finds the No Build Alternative to be infeasible for the above-stated reasons, and rejects it as a viable alternative to the Project.

Findings on Alternatives 1-7

Alternatives 1, 2 and 4 through 7 are alternative interchange designs (design variations). These alternatives were scoped out of the analysis in the Draft EIR/EA for the reasons set forth in Section 1.2.5.5 of the Draft EIR/EA. The information set forth in the Draft EIR/EA is hereby incorporated herein by reference. Therefore, on the basis of the information set forth in the Draft EIR/EA, the City finds Alternatives 1, 2 and 4 through 7 infeasible.

Findings on Alternative 1

Alternative 1 includes construction of a standard trumpet (L-11) interchange. The overcrossing structure would span U.S. 50, Folsom Boulevard, the Sac RT light rail and UPRR tracks (Railroad Corridor), Folsom South Canal, and Buffalo Creek. The structure would terminate approximately 300 feet south of the Folsom South Canal and become Rancho Cordova Parkway. Rancho Cordova Parkway then would extend south to a new signalized intersection at White Rock Road. The overcrossing structure would include four through lanes and two outside standard-width shoulders. The structure would widen at the termini of the eastbound ramps, adding four through lanes for a total of eight through lanes.

Feasibility Findings of Alternative 1: This alternative would result in similar environmental effects as Alternative 3 (proposed project). However, for the reasons set forth and more fully described in the Final EIR/EA and elsewhere in the record, the City Council finds that Alternative 1 is infeasible because of concerns regarding its ability to meet driver expectations. Drivers traveling northbound on Rancho Cordova Parkway at a moderate rate of speed would not expect to enter a low-speed loop on-ramp, which could pose a safety hazard. This alternative

would require installation of permanent bridge columns within the Folsom Boulevard shoulder/bike lane. Folsom Boulevard in this area is an element of Sacramento County's bikeway master plan, and this alternative could conflict with the master plan.

Findings on Alternative 2

Alternative 2 would have the same westbound trumpet loop on-ramp configuration as Alternative 1. The overcrossing structure would be in the same location as that in Alternative 1, but the structure would be wider between the ramp intersections, to accommodate a 13.8-foot median. The overcrossing structure would include four through lanes and standard shoulder widths. The eastbound ramps would be placed in a diamond (L-1) configuration, paralleling U.S. 50 and creating a four-way intersection at the overcrossing. At the intersection, the eastbound off-ramp would provide two free-right turn lanes and a single left turn or through lane. The eastbound ramps would rise quickly, achieving sufficient vertical clearance to allow aerial encroachment over the shoulders of U.S. 50 and Folsom Boulevard.

Feasibility Findings of Alternative 2: This alternative would result in similar environmental effects as Alternative 3 (proposed project). However, for the reasons set forth and more fully described in the Final EIR/EA and elsewhere in the record, the City Council finds that Alternative 2 is infeasible because of concerns regarding its ability to meet driver expectations. Drivers traveling northbound on Rancho Cordova Parkway at a moderate rate of speed would not expect to enter a low-speed loop on-ramp, which could pose a safety hazard.

Findings on Alternative 4

Alternative 4 is identical to Alternative 2 with the exception that the westbound off-ramp would terminate at the overcrossing with a 'T' intersection. This intersection would either be signalized or stop sign-controlled, to indicate the terminus of the off-ramp and slow traffic before it reached the overcrossing.

Feasibility Findings of Alternative 4: This alternative would result in similar environmental effects as Alternative 3 (proposed project). However, for the reasons set forth and more fully described in the Final EIR/EA and elsewhere in the record, the City Council finds that Alternative 4 is infeasible because of concerns regarding its ability to meet driver expectations. There is the potential for the westbound off-ramp traffic to reach excessive speeds in advance of the stop sign, fail to react to the traffic control, and be unable to negotiate the left turn onto Rancho Cordova Parkway, which could pose a safety hazard.

Findings on Alternative 5

Alternative 5 is a modified single point interchange (L-13). The westbound ramps would span U.S. 50, crossing at a signalized intersection above the U.S. 50 eastbound through lanes, and would connect with Rancho Cordova Parkway to the south. The eastbound ramps would run parallel to U.S. 50 before curving to the south and connecting with Rancho Cordova Parkway.

Feasibility Findings of Alternative 5: This alternative would result in similar environmental effects as Alternative 3 (proposed project). However, for the reasons set forth and more fully described in the Final EIR/EA and elsewhere in the record, the City Council finds that

Alternative 5 is infeasible because of potential safety concerns associated with the potential for the westbound on-ramp traffic to back up into the intersection and the potential for the westbound off-ramp traffic to reach excessive speeds in advance of the intersection, reducing reaction time to the intersection signals. Additional costs associated with this alternative as compared to the proposed project also make it infeasible.

Findings on Alternative 6

Alternative 6 consists of tunneling under U.S. 50, Folsom Boulevard, the Railroad Corridor, the Folsom South Canal, and Buffalo Creek, and providing a below-grade interchange design. The westbound and eastbound ramps would be configured as a trumpet interchange (L-11). The westbound ramps would diverge from U.S. 50 and descend to the level of the tunnel entrance. The eastbound ramps would be elevated and cross Folsom Boulevard, the Railroad Corridor, the Folsom South Canal, and Buffalo Creek, before joining Rancho Cordova Parkway south of the tunnel.

Feasibility Findings of Alternative 6: This alternative would result in similar environmental effects as Alternative 3 (proposed project). However, for the reasons set forth and more fully described in the Final EIR/EA and elsewhere in the record, the City Council finds that Alternative 6 is infeasible because of: 1) rejection of the alternative by the USBR, disallowing a tunnel to be constructed beneath the Folsom South Canal, which the USBR identified as having the potential to compromise the integrity and safety of the canal; 2) available right-of-way north of U.S. 50 would be insufficient to allow the ramp profiles to achieve the required vertical clearance below U.S. 50; and 3) the infeasibility of the City to be able to meet the long-term need for treating contaminated groundwater that would filter into the tunnel.

Findings on Alternative 7

Alternative 7 would provide access to U.S. 50 for HOV only. The overcrossing structure would be similar to Alternative 1 and Alternative 2 because it would span Buffalo Creek, the Folsom South Canal, the Railroad Corridor, and Folsom Boulevard. However, the structure would terminate in the median of U.S. 50, spanning only the eastbound lanes. All of the on- and off-ramps would allow access exclusively to and from the existing HOV lanes on U.S. 50.

Feasibility Findings of Alternative 7: This alternative would result in similar environmental effects as Alternative 3 (proposed project). However, for the reasons set forth and more fully described in the Final EIR/EA and elsewhere in the record, the City Council finds that Alternative 6 is infeasible because the ramps would require additional lanes and median width on U.S. 50. Because of limited right-of-way north of U.S. 50, the widening would require realignment of Folsom Boulevard and the Railroad Corridor tracks, as well as encroachment into many commercial properties beyond what would be required for Alternative 3 (proposed project), resulting in greater relocation impacts. This alternative also would not meet the purpose and need of relieving existing traffic congestion on U.S. 50, Sunrise Boulevard, White Rock Road, and Hazel Avenue (south of U.S. 50) because it would be limited to HOV use.

Findings on Alternative 8

Alternative 8 would provide continuous eastbound and westbound auxiliary lanes along U.S. 50 between the Sunrise Boulevard interchange and Hazel Avenue interchange. No new connection to U.S. 50 would be provided. This alternative would not result in the visual and lighting and operational impacts due to the Rancho Cordova Parkway/U.S. 50 ramps. It also would be likely to reduce but not avoid the traffic noise impacts and construction air quality and air toxics as compared to the proposed Project. This alternative does not meet the Project objectives to provide additional access (including emergency access) to U.S. 50, improve traffic operations on Sunrise Boulevard, and relieve existing traffic congestion on Sunrise Boulevard.

Feasibility Findings of Alternative 8: For the reasons set forth above and more fully described in Final EIR and elsewhere in the record, the City Council finds that Alternative 8 is infeasible for failing to meet purpose and need and most of the basic project objectives.

Findings on Transportation System Management and Transportation Demand Management Alternatives

Transportation system management (TSM) strategies consist of actions that increase the efficiency of existing facilities; they are actions that increase the number of vehicle trips a facility can carry without increasing the number of through lanes. Transportation demand management (TDM) focuses on regional strategies for reducing the number of vehicle trips and vehicle miles traveled as well as increasing vehicle occupancy. It facilitates higher vehicle occupancy or reduces traffic congestion by expanding the traveler's transportation choice in terms of travel method, travel time, travel route, travel costs, and the quality and convenience of the travel experience. A typical activity within this component is providing contract funds to regional agencies that actively promote ridesharing, maintain rideshare databases, and provide limited rideshare services to employers and individuals.

Feasibility Findings on Transportation System Management and Transportation Demand Management Alternatives

The TSM and/or TDM alternative alone would not meet the purpose and need for the proposed project because it would not provide sufficient additional access between U.S. 50 and planned developments. The travel demand from planned developments south of U.S. 50 could not be adequately served by increases in efficiency to existing facilities that would be provided through strategies such as auxiliary lanes and improved transit, pedestrian, and bicycle facilities. Although TSM measures alone would not satisfy the project purpose and need, the following TSM measures have been incorporated into Alternative 3: ramp metering, auxiliary lanes, and bicycle/pedestrian lanes.

Findings on Capital Southeast Connector Alternative

The Capital Southeast Connector alternative, which was suggested during the NOP comment period, would not construct the proposed interchange project and instead would rely on the Capital Southeast Connector Project. This alternative would construct a 35-mile-long, four- to six-lane roadway/expressway facility from the Interstate 5/Hood Franklin Road interchange in Sacramento County to the U.S. 50/Silva Valley Parkway interchange in El Dorado County and is included in the SACOG 2035 MTP.

The Capital Southeast Connector Project would not result in the visual, air quality and noise impacts from the construction of the proposed Project. It would provide reduced traffic volumes in the project area of the U.S. 50 corridor, but it alone would not provide sufficient capacity to adequately address existing and future congestion issues associated with U.S. 50 and the operation of interchanges at Sunrise Boulevard and Hazel Avenue. Although the Capital Southeast Connector Project would alleviate some of the traffic congestion associated with U.S. 50 and the Sunrise Boulevard and Hazel Avenue interchanges, it would not reduce enough congestion in these areas to allow them to operate at acceptable levels. In addition, based on the impact analysis in the Capital Southeast Connector Project EIR (State Clearinghouse No. 2010012066) which is incorporated herein by reference, the Capital Southeast Connector Project would result in similar impacts as the proposed project, as well as result in additional significant and unavoidable impacts to biological resources, cultural resources, noise, and loss of prime farmland that would be avoided under the proposed project.

The Capital Southeast Connector Project would not meet the Project objectives as it would not provide an additional access (including emergency access) to US 50 for planned development that would in-turn relieve traffic congestion on Sunrise Boulevard. It would also not improve emergency access within the City of Rancho Cordova or provide access to regional transit facilities and park-and-ride lots.

Feasibility Of Capital Southeast Connector Project Alternative. For the reasons set forth above and more fully described in the Final EIR and elsewhere in the record, the City Council finds that the Capital Southeast Connector Project Alternative is infeasible for failing to meet purpose and need and most of the basic project objectives and because it would not avoid severe (significant) environmental impacts of the Project's operation and would result in some greater significant impacts in certain areas than the proposed Project.

Findings on Expansion of Existing Arterials Alternative

The Expansion of Existing Arterials Alternative was suggested during the NOP comment period and would expand major arterials between U.S. 50 and Jackson Highway (State Route 16) in substitution of a new interchange. Existing and proposed major arterials surrounding the project area, such as Sunrise Boulevard, Rancho Cordova Parkway, Americanos Boulevard, Kiefer Boulevard, Douglas Road, White Rock Road, Jackson Highway, and Grant Line Road, already are planned to be constructed and/or expanded under the City's General Plan Circulation Element to four- to six-lane roadway facilities. This alternative would avoid some site-specific impacts associated with the proposed project by not constructing a new interchange on U.S. 50, which would avoid localized effects to visual resources, localized air quality, and noise, but would result in new and/or different environmental effects elsewhere, associated with visual resources, cultural resources, biological resources, air quality, and noise, which are disclosed in the City of Rancho Cordova General Plan EIR as identified in Draft EIR Table 4.5-13 (State Clearinghouse No. 2005022137) which is incorporated herein by reference.

This Alternative would not be sufficient to provide adequate replacement roadway capacity for traffic utilizing U.S. 50. As such, this alternative would not meet the project purpose and need to relieve existing traffic congestion on U.S. 50, Sunrise Boulevard, White Rock Road, and Hazel Avenue (south of U.S. 50), because it would not provide the capacity necessary to accommodate

future traffic volumes and alleviate congestion through these areas. This Alternative would also not provide additional access to US 50.

Feasibility of Expansion of Existing Arterials Alternative : For the reasons set forth above and more fully described in the Final EIR and elsewhere in the record, the City Council finds that the Expansion of Existing Arterials Alternative is infeasible for failing to meet purpose and need and most of the basic project objectives. This Alternative is also rejected because it would not avoid severe (significant) environmental impacts of the Project's operation and would result in some greater significant impacts in certain areas than the proposed Project.

Rancho Cordova Parkway "T" Intersection with Folsom Blvd Alternative

This alternative, suggested during the NOP comment period, would extend Rancho Cordova Parkway to Folsom Boulevard only, rather than construct a new interchange. This alternative would avoid site-specific impacts associated with the construction of the interchange, its on- and off-ramps and auxiliary roads of the proposed Project. However, this alternative would increase traffic volumes on Folsom Boulevard and would still result in traffic utilizing the existing interchanges at Sunrise Boulevard and Hazel Avenue and unacceptable operation of these interchanges. This alternative would not meet the purpose and need to relieve existing traffic congestion on U.S. 50, Sunrise Boulevard, and Hazel Avenue (south of U.S. 50). In addition, an at-grade T-intersection between Rancho Cordova Parkway and Folsom Boulevard is not feasible due to the proximity of the Folsom South Canal and the RT Folsom Light Rail line. The required vertical clearances of the roadway over the canal and light rail make the at-grade connection of Rancho Cordova Parkway to Folsom Boulevard infeasible. This Alternative would also not provide additional access to US 50.

Feasibility of Rancho Cordova Parkway "T" Intersection with Folsom Blvd Alternative: For the reasons set forth above and more fully described in the Final EIR and elsewhere in the record, the City Council finds that the Rancho Cordova Parkway "T" Intersection with Folsom Blvd alternative is infeasible for failing to meet purpose and need and most of the basic project objectives and because the critical components for its construction are not feasible.

Findings on Light Rail Extension Alternative

This alternative was suggested during the NOP comment period. It would eliminate the proposed interchange project and instead would provide a light rail line along Rancho Cordova Parkway. This alternative would avoid site-specific impacts associated with the construction of the interchange and auxiliary roads of the proposed Project. However, this alternative would increase traffic volumes on adjacent roadways and the existing interchanges at Sunrise Boulevard and Hazel Avenue and contribute to the unacceptable operation of these interchanges. As identified in the August 2006 City of Rancho Cordova Transit Master Plan, Rancho Cordova Parkway is already designated as a potential future corridor for transit as well as bus rapid transit. The design of Rancho Cordova Parkway as part of the Project would accommodate future bus rapid transit. Although these facilities would assist in reducing traffic operation impacts to the U.S. 50 corridor, they would not provide adequate ridership (SACOG 2035 MTP identified a total of 153,200 passengers using transit in the entire region in 2009) to meet the project purpose and need to relieve existing traffic congestion on U.S. 50, Sunrise Boulevard, White Rock Road, and Hazel Avenue (south of U.S. 50).

Feasibility of Light Rail Extension Alternative. For the reasons set forth above and more fully described in the Final EIR and elsewhere in the record, the City Council finds that the Light Rail Extension Alternative is infeasible for failing to meet purpose and need and most of the basic project objectives.

Alternative Site for Interchange on US 50 Alternative

One proposed alternative was to build a new interchange on US 50 in another location. Because one of the primary purposes of the proposed Project is to relieve existing traffic congestion on U.S. 50, Sunrise Boulevard, White Rock Road, and Hazel Avenue south of U.S. 50, the proposed new interchange must be located in the general vicinity of these roadways. Additionally, because a new interchange on US 50 was envisioned by the County in the 1980s and land was set aside from the Gold River Community development at that time to accommodate a future interchange, the proposed location is one of the few areas along U.S. 50 between Sunrise Boulevard and Hazel Avenue where undeveloped space is available and no existing residences or commercial buildings are located. A substantial number of residences and/or commercial buildings would need to be relocated to accommodate an alternative site for a new interchange. Also, Caltrans' design guidelines call for new interchanges to meet minimum spacing between interchanges. The Caltrans Design Information Bulletin 77 (DIB 77) (Caltrans 1995) requirements establish a minimum distance of 0.93 miles between interchanges in urban areas. No locations within the U.S. 50 project area corridor, other than the proposed interchange location, would meet both the Caltrans DIB 77 spacing requirements and avoid or substantially lessen severe effects of the project. An example of an alternative considered but eliminated from further consideration based on interchange spacing requirements is the Citrus Road undercrossing area, which is an existing bicycle-only undercrossing under U.S. 50, located approximately 2,000 feet east of the Sunrise Boulevard interchange. Because this location is so close to the existing Sunrise Boulevard interchange, construction of a new interchange at this location not only would fail to meet Caltrans DIB 77 spacing requirements, but the proximity of these two interchanges to each other would result in unacceptable traffic operations at both interchange locations and along this segment of U.S. 50.

Findings on Infeasibility of Alternative Interchange Site Alternative: For the reasons set forth above and more fully described in the Final EIR and elsewhere in the record, the City Council finds that the Alternative Interchange Site Alternative is infeasible due to added cost, failure to meet Caltrans interchange spacing requirements and its inability to avoid or substantially lessen severe impact of the Project.

Findings on Hazel Avenue Extension Alternative (proposed in DEIR comment letter)

Comments on the Draft EIR/EA suggested that a Hazel Avenue Extension Alternative should be evaluated. Commenters believe that improvements to the existing Hazel Avenue interchange and a southerly extension from Hazel Avenue to White Rock Road would serve the same purpose and need as the proposed project with fewer environmental impacts. The Hazel Avenue Extension alternate was reviewed in detail in Appendix N, Master Response 4 of the Final EIR. That analysis has been reviewed by the City Council and is incorporated herein by reference. The analysis concludes that if the proposed project was not built and a Hazel Avenue extension alternative was constructed in its place, operations at the Hazel Avenue and Sunrise Boulevard interchanges would worsen. This would directly conflict with the project's objective to improve traffic operations at the U.S. 50/Sunrise Boulevard and U.S. 50/Hazel Avenue interchanges.

There are also design feasibility issues regarding the Hazel Avenue Interchange. The County, City, and Caltrans have been working on a design solution for the Hazel Avenue interchange and have yet to agree on a design concept due to complex geometric constraints. Furthermore, the extension of Hazel Avenue south to White Rock Avenue will result in significant environmental impacts and adverse impacts to the existing Aerojet property and operations located along the extension of the roadway south.

Feasibility of White Rock Avenue Extension Alternative: For the reasons set forth above and more fully described in Appendix N, Master Response 4, the City Council finds that the Hazel Avenue Extension alternative is infeasible because 1) it would not meet the purpose and need and basic project objectives, 2) has design infeasibility issues, and 3) it would not avoid significant environmental impacts of the proposed Project and would create new additional significant impacts compared to those of the proposed Project.

Rancho Cordova Parkway Roadway Alignment Alternative

In addition to analyzing alternative locations for placement of the interchange structure, alternative alignments of the Rancho Cordova Parkway roadway between the interchange structure just south of the Folsom South Canal and White Rock Road also were examined, to identify whether an alternative alignment could substantially lessen severe environmental effects. The area between the Folsom South Canal and White Rock Road is largely undeveloped open space with nonnative grassland. Most of the area historically has been dredged for gold, leaving an irregular surface of dredge tailing piles of cobbles and rock. Scattered throughout the area are isolated seasonal wetlands and vernal pools that may provide suitable habitat for protected aquatic invertebrate species, and elderberry bushes that provide habitat for the federally protected valley elderberry longhorn beetle (VELB). Several native and nonnative trees also are scattered throughout the area. Because this area largely is undeveloped open space with wetland, elderberry, and tree habitats scattered throughout, the primary effects of constructing a road through it would be to biological resources.

Because biological resources are abundant and scattered throughout this area, with no areas or corridors that contain substantially fewer biological resources than others, alternative alignments of Rancho Cordova Parkway that would substantially lessen impacts of the project were not identified. An assessment was conducted to identify whether adjusting the alignment of the Rancho Cordova Parkway roadway to the east or west of the currently proposed alignment would serve to reduce effects to isolated seasonal wetlands and elderberry shrubs. The ability to modify the proposed alignment would be constrained in the north by the location where the overpass from U.S. 50 over the Folsom South Canal would touch down to ground level and be constrained in the south by the location of the future Rancho Cordova Parkway/White Rock Road intersection, as identified in the City's General Plan and the Rio del Oro Specific Plan. Additionally, the ability to modify the roadway alignment to avoid resources would be limited by the confines of safe and allowable curve radii (i.e., it is not feasible to design an alignment that would avoid resources but would not result in dangerous curves in the roadway alignment). As such, alternative roadway alignment opportunities would be limited to the areas between these two points.

Elderberry shrubs are scattered throughout the project area. As such, alternative alignments of the Rancho Cordova Parkway roadway would result in effects to similar numbers of the shrubs

as would be affected by the proposed project. No locations exist in the project area where substantially fewer numbers of elderberry shrubs occur, such that the proposed project could substantially reduce effects to this resource based on biological resource technical studies for the Westborough Planning Area as well as the Natural Environment Study (NES) prepared for the project. Realigning the roadway to the east or west of the proposed alignment could result in slightly fewer effects to isolated seasonal wetland habitat in the project area, although no alternative would fully avoid either direct or indirect effects. All potential alignments would result in some amount of both direct and indirect effects to isolated seasonal wetland habitat. As such, no alternative was identified that would avoid or substantially reduce effects to isolated seasonal wetland habitat based on biological resource technical studies for the Westborough Planning Area as well as the NES prepared for the project.

Feasibility of Rancho Cordova Roadway Alignment Alternative: For the reasons set forth above and more fully described in the Final EIR and elsewhere in the record, the City Council finds that the Rancho Cordova Parkway Roadway Alignment alternative is infeasible because no alternative alignment has been identified that would avoid or substantially lessen severe impact of the Project.

X.

STATEMENT OF OVERRIDING CONSIDERATIONS

As set forth in the preceding sections, the City of Rancho Cordova's approval of the Project will result in significant adverse environmental effects that cannot be avoided even with the adoption of all feasible mitigation measures; and there are no feasible Project alternatives that would mitigate or substantially lessen all of these impacts to a less than significant level. Despite the occurrence of these effects, however, the City Council, in accordance with CEQA Guidelines section 15093, chooses to approve the Project because, in the City's view, the economic, social, and other benefits that the Project will produce will render the significant effects acceptable.

A. SIGNIFICANT AND UNAVOIDABLE IMPACTS

The Project will result in significant and unavoidable impacts, even with the implementation of all feasible mitigation measures, as discussed in Section VIII above and Attachment 1. The following overriding considerations are set forth to identify the overarching economic, social, and other benefits that the Project will produce, once implemented, which will render the significant effects acceptable.

B. OVERRIDING CONSIDERATIONS

The Project and its benefits outweigh its unavoidable significant effects. The following statement identifies the specific reasons why the benefits of the Project outweigh its unavoidable significant effects. Any one of these reasons is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the City would stand by its determination that each individual reason is sufficient. The substantial evidence supporting the various benefits can be found in the preceding findings, which are

incorporated by reference into this section (X), and in the documents found in the Record of Proceedings, as defined in section IV. The specific facts cited below provide general references to supporting evidence. All other evidence in the record as a whole supporting each listed benefit is incorporated by reference.

The benefits of the Project include the following:

1. The Project will relieve existing traffic congestion on U.S. 50, Sunrise Boulevard, White Rock Road, and Hazel Avenue south of U.S. 50.

The project will relieve current congestion on Sunrise Boulevard, White Rock Road, and Hazel Avenue south of US 50 during the evening peak hour. Average delay will be reduced at intersections at Sunrise Boulevard/US 50 Eastbound Ramps, Hazel Avenue/Folsom Boulevard, and Sunrise Boulevard/White Rock Road (Traffic Report Table 15 Page 40 and Supplemental Analysis Memo Table 2 Page 3)

2. The Project will improve traffic operations at the U.S. 50/Sunrise Boulevard and U.S. 50/Hazel Avenue interchanges.

The project will reduce traffic demand at the US 50 interchanges at Sunrise Boulevard and Hazel Avenue by shifting volume to the proposed Rancho Cordova Parkway interchange (Traffic Report Figures 6, 7, 9 and 10 Pages 37, 38, 47, and 48). The lower demand volume will allow the intersections to operate more efficiently.

3. The Project will maintain acceptable levels of service on U.S. 50 and at existing access points to U.S. 50 under existing and future conditions.

The project will improve average speed on US 50 between Zinfandel Drive and Folsom Boulevard under current and future conditions. With the project, average speed on eastbound US 50 under current conditions will increase from about 45 to 60 mph (Traffic Report Table 13 Page 32). Under future conditions, average speed on eastbound US 50 would be improved by about 5 mph with the project (Traffic Report Table 14 Page 33). Westbound average speed under both current and future conditions will be acceptable – about 60 mph – during the peak hours (Traffic Report Tables 13 and 14 Pages 32 and 33). The project will reduce traffic demand at the US 50 interchanges at Sunrise Boulevard and Hazel Avenue by shifting volume to the proposed Rancho Cordova Parkway interchange (Traffic Report Figures 6, 7, 9 and 10 Pages 37, 38, 47, and 48). The lower demand volume will allow the intersections to operate more efficiently.

4. The Project will provide additional access to and from U.S. 50 and planned developments.

Rancho Cordova Parkway interchange project will provide a new access point to US 50 located between the existing interchanges at Sunrise Boulevard/US 50 and Hazel Avenue/US 50. The new interchange will provide new eastbound and westbound ramps to US 50 located at the new Rancho Cordova Parkway. The new Rancho Cordova Parkway will provide a connection south to White Rock Road. The overall Project will

provide a new connection to US 50 for developments east of Sunrise Boulevard and south of Highway 50. The Project will provide additional access for planned and approved development projects such as the Westborough (planned), Rio del Oro (approved), SunRidge (approved), the Ranch at Sunridge, SunCreek (approved) and the Arboretum (planned).

5. The Project will improve emergency access within the City of Rancho Cordova.

Emergency access is improved by increasing the density of the transportation grid; reducing the spacing between parallel transportation corridors, and by providing additional connections and access to major transportation corridors. The Project includes all of these means of improving emergency access because it creates additional roadways and access points which provide alternative means for emergency vehicles to access areas. In addition, the new roadways will be built to current emergency standards that will result in greater access for emergency services providers than some of the existing roadways built under prior standards. Overall, the Project will greatly reduce emergency service response times throughout eastern Sacramento County.

6. The Project will result in the construction of a critical transportation facility identified in local and regional plans since 1990.

As discussed in Section V. Consistency with Applicable Plans, the Project is consistent with and has been identified in the following local and regional plans: City General Plan, County General Plan, SACOG 2035 MTP, and the US 50 Corridor System Management Plan. The discussion is incorporated herein by reference.

7. Construction of the Project will result in new construction jobs in the area.

The Project is conservatively estimated to provide about 1,000 – 1,400 construction jobs. This estimate of jobs is based on the construction costs of the project which is estimated to be \$80 Million. Models for estimating construction jobs in California range from 33,000 jobs (indirect and direct) to 18,000 (direct) jobs for every \$1 billion of capital investment. The higher number is based on information developed by the Federal Highway Administration. The lower number focuses on direct jobs and was developed as part of a study of the employment growth impacts of transportation projects in California (Economic Impact of Transportation Infrastructure Projects, The Sear Group, dated May 20,2004, citing Sacramento Regional Research Institute, April 2004). In order to be conservative, the City has relied on a lower jobs estimate, but the number of construction jobs may be much higher.

8. The Project will be consistent with the SACOG MTP and Metropolitan Transportation Improvement Program, will help implement infill development and Smart Growth principles, and fulfills the City's General Plan.

As discussed in Section V. Consistency with Applicable Plans, the Project is consistent with and has been identified in the City General Plan and SACOG 2035 MTP. The discussion is incorporated herein by reference. The Project will help implement infill

development and Smart Growth principles because it serves an urbanized area along an existing major transportation corridor. It also helps implement planned development in the City General Plan which is based on Smart Growth principles. Smart Growth is one of the central principles of the City General Plan and the Project is one of the key transportation improvements identified in the City General Plan to support development. The planned development is infill because it is within the City's incorporated area and has been long planned for development under the County and City General Plans. The Project also is consistent with the Smart Growth and infill development principles that underlie the development of the SACOG MTP and Sustainable Communities Strategy.

C. CONCLUSION

As explained above, the City Council has balanced these benefits and considerations against the significant unavoidable environmental effects of the Project, and has concluded that the impacts are outweighed by these benefits (collectively or each individually), among others. After balancing environmental costs against Project benefits, the City Council has concluded that the benefits the City of Rancho Cordova community and economy will derive from the Project outweigh the risks. The City Council believes the Project benefits outlined above (collectively or each individually) override the significant and unavoidable environmental costs associated with the Project.

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ATTACHMENT 1

SUMMARY OF IMPACTS, MITIGATION MEASURES, AND CEQA FINDINGS OF FACT

The term “Final EIR” in this Document refers collectively to the Draft EIR/EA and the Final EIR/EA.

3.2.2 PARKS AND RECREATION FACILITIES

Impact 3.2.2-1: Alternative 3 would cause a temporary adverse impact to bike trails along Folsom South Canal or Citrus Road due to temporary closures during construction. The temporary closure of the bike trails along the Folsom South Canal and Citrus Road would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.2-1 The construction contractor will minimize the duration of the closures of the Folsom South Canal and Citrus Road bicycle trails to the shortest period necessary to complete construction activities. The trails will remain open during regular trail hours (daytime hours) unless construction activities are occurring that require closure of the trails for either physical or public safety reasons. Signage will be placed at the entrances to the Folsom South Canal trail at Hazel Avenue and Sunrise Boulevard and at Folsom Boulevard and Sunrise Boulevard for the Citrus Road bicycle trail to notify users of the closures. This signage will also advise the users of alternative trail routes that they may use. On behalf of Caltrans, the City will notify local bicycling groups and associations prior to the trail closures and notify them of the reopening in an effort to disseminate the information to their members. The features and attributes of the bicycle trail will be fully restored once the construction of the project is complete.

Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measure MM 3.2.2-1, which will ensure that construction activities do not adversely impact trail use and would mitigate the impact to **less than significant** after mitigation.

Rationale: MM 3.2.2-1 minimizes the hours of closure and advises riders of alternatives when the trails are closed, thus reducing the impact of closures to **less than significant**.

3.2.3 UTILITIES/EMERGENCY SERVICES

Impact 3.2.3-3: During the construction phase of the project site, temporary delays to emergency vehicles may occur along existing roadways, including U.S. Highway 50 (U.S. 50), Folsom Boulevard, and White Rock Road, due to

roadway detours and additional congestion caused by construction equipment and activities. This is a **potentially significant impact**.

Mitigation Measures

MM 3.2.3-3a During construction, emergency access on public roadways shall be available at all times to maintain emergency vehicle access through the area. At no time during the construction period will the entire width of a public roadway be closed to emergency vehicle traffic.

MM 3.2.3-3b Prior to the start of construction, a Traffic Management Plan shall be developed that would reduce delays and obstructions caused by construction detours to the greatest extent possible. The plan developers shall coordinate with emergency service providers (i.e., fire and police) during plan development to ensure that traffic control measures proposed in the plan would meet the needs of the service providers. These detours shall be provided to all emergency service entities that service the area prior to their implementation to avoid impacts to emergency response times.

Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measures MM 3.2.3-3a and MM 3.2.3-3b, which will serve to reduce these potential impacts to **less than significant** after mitigation.

Rationale: Mitigation measures MM 3.2.3-3a and MM 3.2.3-3b would ensure that emergency access during construction is maintained by maintaining vehicle access to the area at all times and requiring a Traffic Management Plan that would meet the needs of all emergency service providers, thus reducing the impact to **less than significant**.

3.2.4 TRAFFIC AND TRANSPORTATION/PEDESTRIAN AND BICYCLE FACILITIES

Construction

Impact 3.2.4-1: Construction activities for the project would temporarily increase the amount of traffic on surrounding area roadways through the use of trucks used for the delivery and hauling of construction materials to and from the site, the hauling of dirt, the daily use of heavy earth-moving and other construction equipment, and the travel to and from the site by construction workers and inspectors. Construction activities creating the most traffic would involve heavy haul trucks importing fill. If traffic increases resulting from construction of the project result in increased traffic congestion during peak travel hours, this would be considered a **potentially significant impact**.

Mitigation Measures

- MM 3.2.4-1a** A Traffic Management Plan will be prepared and submitted to Caltrans and the City for review and approval before starting construction work. This plan will include such elements as public information/public awareness, the designation of haul routes for construction-related trucks, the location of access to the construction site, any driveway turn restrictions, temporary traffic control devices or flagmen, and designated parking and staging areas for workers and equipment. The Traffic Management Plan will also include measures to prohibit lane closures on U.S. 50 during peak and daytime hours and on holidays. During construction, at least one high-occupancy vehicle lane and three general purpose lanes will remain in operation on U.S. 50 in both directions at peak periods. Full closure of U.S. 50 may be allowed during late evening to early morning hours to construct crossover lanes. Lane closure locations and approval will be coordinated with Caltrans District 3 Traffic Manager prior to performing any lane closures. Construction traffic involving heavy haulers (defined as vehicles with three or more axles) moving fill to and leaving the project site shall operate outside of AM and PM peak traffic hours (defined as between the hours of 7:00 a.m. and 10:00 a.m. and 3:00 p.m. and 6:00 p.m. Monday through Friday). This requirement shall be included in the construction contract. The Traffic Management Plan Data Sheet (April 2010) recommendations are consistent with the above list of measures.
- MM 3.2.4-1b** A Construction Zone Enhanced Enforcement Program may be appropriate during portions of this project. The program involves the presence at all times of the California Highway Patrol in construction zones to remind motorists to slow down and use caution when traveling through work areas. The Caltrans North Region Construction Division would be consulted to decide whether the program is warranted for this project.

Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measures MM 3.2.4-1a and MM 3.2.4-1b, which will serve to reduce potential construction-related traffic impacts to **less than significant** after mitigation.

Rationale: Mitigation measures MM 3.2.4-1a and MM 3.2.4-1b require a Traffic Management Plan to provide traffic control to minimize traffic operation impacts from construction activities as well as prohibit hauling activities from occurring during the AM and PM peak hour traffic conditions, thus reducing the impact to **less than significant**.

Design Year (2037) Conditions

Impact 3.2.4-13: Under Alternative 3, the Rancho Cordova Parkway/eastbound off-ramp intersection would operate at LOS F during both AM and PM peak hours. This is a function of congestion on the northbound approach as vehicles waiting to make a right turn onto the eastbound on-ramp queue back due to

the effect of metering planned for the on-ramp. This projected queue will not affect other southbound, eastbound, or northbound movements at the intersection because the project provides a dedicated northbound lane with storage for vehicles waiting to enter the eastbound on-ramp. This would be considered a **significant and unavoidable impact**.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR, but not to a level of less than significant. There are no additional feasible mitigation measures for reasons set forth below. There are no feasible alternatives that avoid this significant effect as addressed in Exhibit A, Findings on Alternatives. Therefore, the impact remains **significant and unavoidable**.

Rationale: The project has been designed to minimize this impact to the extent feasible. The extent of the queue could be reduced by increasing the metering rate (i.e., number of vehicles allowed to enter the freeway per hour) for the on-ramp, but this may have an adverse impact on the eastbound section of U.S. 50 between Rancho Cordova Parkway and Hazel Avenue. No other feasible mitigation measures have been identified to address the LOS F conditions at the Rancho Cordova Parkway/eastbound off-ramp intersection since a two-lane off-ramp will already be provided with a full auxiliary lane on U.S. 50 between the Sunrise Boulevard and Hazel Avenue interchanges. There is not enough room for an additional ramp because the area is constrained by the US 50 lanes to the north and Folsom Boulevard to the south. As such, this impact would remain **significant and unavoidable**.

3.2.5 VISUAL/AESTHETICS

Construction Impacts

Impact 3.2.5-1: Construction of Alternative 3 could result in temporary visual impacts associated with on-site storage of construction materials and debris, removal of vegetation, and other construction activities that would be visible to viewers in the area. This would be a **potentially significant impact**.

Mitigation Measures

MM 3.2.5-1 Wherever feasible, construction materials and debris shall be stored away from highly visible areas, which shall include but not be limited to the U.S. 50 corridor, the Folsom South Canal corridor, and the vacant parcel located north of U.S. 50 adjacent to Tenderfoot Drive. Storage areas shall be fenced and/or covered so as to minimize visibility of these areas to potential viewers.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measure MM 3.2.5-1, and therefore this impact would be considered **less than significant** after mitigation.

Rationale: MM 3.2.5-1 will ensure that construction materials and debris are not clearly visible along the project site and surrounding area roadways through screening and location requirements. This will reduce this temporary impact that will occur during the construction period. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Construction Lighting Impacts

Impact 3.2.5-2: Construction of the project could result in nighttime “spillover” lighting from construction equipment onto adjacent properties or disturbance to drivers passing by these construction activities. This would be a **potentially significant impact**.

Mitigation Measures

MM 3.2.5-2 Construction lighting shall be designed to face downward and away from adjacent properties to the extent feasible. In addition, lighting shall be directed away from traffic lanes and areas where lighting could disturb passing drivers and/or pedestrians. Adjacent residents shall be provided with a City contact number to call in case nighttime lighting becomes disruptive.

Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measure MM 3.2.5-2, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: MM 3.2.5-2 will direct and shield construction lighting in a manner that would avoid spillover lighting impacts on adjacent properties and traffic lanes. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Tree Removal

Impact 3.2.5-3: Alternative 3 would result in the removal of trees and other mature vegetation within the project footprint and along the U.S. 50 corridor. This would be a **potentially significant impact**.

Mitigation Measures

MM 3.2.5-3a The project shall be designed to incorporate tree protection during construction as provided in City, County, and other applicable tree protection ordinances. Where feasible, existing trees shall be preserved in place, and protection measures shall be incorporated to minimize disturbance around preserved trees during construction.

MM 3.2.5-3b Where removal is unavoidable, oak and other protected trees shall be relocated or replaced according to City, County, and other applicable tree

protection ordinances. Replacement trees shall be planted within the project site to maintain visual quality. Planting of trees within Caltrans right-of-way shall be conducted in coordination with Caltrans biologists and landscape architects.

MM 3.2.5-3c Where vegetation removal is unavoidable, this vegetation shall be replaced in accordance with City, County, and Caltrans landscaping requirements. In addition, sensitive habitats, such as wetland and riparian habitat, shall be replaced in accordance with applicable regulatory requirements.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR, but not to a level of less than significant. There are no additional feasible mitigation measures for reasons set forth below. There are no feasible alternatives that avoid this significant effect as addressed in Exhibit A, Findings on Alternatives. Therefore, the impact remains **significant and unavoidable** even with mitigation.

Rationale: The project has been revised to require implementation of mitigation measures MM 3.2.5-3a through c, and with the implementation of these measures, visual impacts would be reduced. There are no other feasible mitigation measures available to avoid or substantially further reduce or offset the impacts associated with the loss of mature trees. Due to the size of the trees to be removed, as well as the large area of vegetation removed for Rancho Cordova Parkway, visual impacts resulting from tree and vegetation removal would be considered **significant and unavoidable**.

Change in Visual Character

Impact 3.2.5-4: The proposed interchange structure would create a new visually dominant feature within the U.S. 50/Folsom Boulevard corridor. Also, the structure would be partially visible from several residences. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.5-4a Design features shall be incorporated to soften the visual appearance of the interchange structure and to blend in to the surrounding visual setting. This shall be accomplished using landscaping techniques and aesthetic treatments on the hardscape elements of the project, including the overcrossing structure, ramps, retaining walls, and sound walls. The following options shall be studied and implemented:

- Incorporating planting as a component of noise barrier design.
- Using stamped concrete or other aesthetic treatments on sound walls.
- Replacing concrete sound walls with earthen noise berms.

During consideration and design of potential aesthetic treatments, public outreach efforts shall be conducted with affected viewer groups and other stakeholders. In addition, design options for the remaining right-of-way north of the interchange shall incorporate features, where feasible, to shield the surrounding land uses from views of the interchange and enhance the aesthetics of the area.

MM 3.2.5-4b The railing and lighting design for the project shall incorporate features that are consistent with City, County, and Caltrans policies and that meet the desired visual character of the area. To the extent feasible, an unobtrusive railing design should be chosen that minimizes obstruction of existing views. During consideration and design of potential aesthetic treatments, public outreach efforts shall be conducted with affected viewer groups and other stakeholders.

MM 3.2.5-4c During project design, the City shall coordinate with Caltrans landscape architects and the project development team to ensure that chosen aesthetic treatments and landscaping components are incorporated into the plans, specifications, and estimates. This should include making final decisions on:

- Type, treatment, and color for barriers and walls.
- Architectural styles for bridge structures and miscellaneous hardware.
- Contour grading plans that incorporate slope rounding.
- Landscape treatment (e.g., planting for screening, revegetation).

During identification of final design details, public outreach efforts shall be conducted with affected viewer groups and other stakeholders.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR, but not to a level of less than significant. There are no additional feasible mitigation measures for reasons set forth below. There are no feasible alternatives that avoid this significant effect as addressed in Exhibit A, Findings on Alternatives. Therefore, the impact remains **significant and unavoidable** even with mitigation.

Rationale: The project has been revised to require implementation of mitigation measures MM 3.2.5-4a through c. There are no other feasible mitigation measures available to avoid or substantially further reduce the impacts. With the implementation of these measures, visual impacts would be significantly reduced. Due to the large scale of the interchange structure, visual impacts resulting from the interchange structure profile would be considered **significant and unavoidable**.

Daytime Glare

Impact 3.2.5-5: Structures on the proposed interchange could result in daytime glare. Additionally, vehicles using the interchange structure could act as reflective surfaces that could cause daytime glare. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.5-5 Lighting poles and signs shall be designed to minimize reflection to the extent feasible. All surfaces shall be painted with an antireflective coating or otherwise treated to reduce light reflection.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measure MM 3.2.5-5, and with it, visual impacts from daytime glare would be considered **less than significant** after mitigation.

Rationale: Implementation of MM 3.2.5-5 will ensure that interchange structure features are designed and treated to reduce reflective surface and glare. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Lighting Impacts

Impact 3.2.5-6: The proposed interchange could result in nighttime “spillover” lighting onto adjacent residential properties. Additionally, headlights from vehicles using the overcrossing structure could add to the overall nighttime glare. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.5-6a The City shall conduct a photometric study to identify the potential for the lightshed of the project to affect adjacent residential properties. Because it is difficult to measure the lightshed of the project until specific lighting types and measurements have been identified, the study shall be conducted during final project design. Based on the results of the study, lighting types and shading methods shall be incorporated into the project to ensure that lighting impacts are reduced. Methods shall include focusing lighting away from residential properties, using hooded lighting, and reducing the height of the lighting to the extent feasible, in addition to other feasible methods.

MM 3.2.5-6b The City shall also include landscape features that will shield adjacent residential properties from “spillover” lighting and overall nighttime glare from vehicles using the overcrossing structure to the greatest extent feasible. Shielding landscaping may include additional tall tree or vegetation planting in areas between the overcrossing structure and adjacent residential properties.

During identification of final design details, the City shall conduct public outreach efforts with affected residents and stakeholders to obtain input on desired shielding landscaping materials and techniques.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR, but not to a level of less than significant. There are no additional feasible mitigation measures for reasons set forth below. There are no feasible alternatives that avoid this significant effect as addressed in Exhibit A, Findings on Alternatives. Therefore, the impact remains **significant and unavoidable** even with mitigation.

Rationale: The project has been revised to require implementation of mitigation measures MM 3.2.5-6a and MM 3.2.5-6b. In addition, the project plans include the planting of finely needled trees (preferably Cedar trees) in the vacant lot along Tenderfoot Meadow as part of the project. With implementation of these measures, visual impacts would be reduced. There are no other feasible mitigation measures available to avoid or substantially further reduce the impacts. Due to the potential for remaining spillover lighting into adjacent residences, this impact would be considered **significant and unavoidable**.

3.2.6 CULTURAL RESOURCES

Impact 3.2.6-2: No archeological or unique paleontological resources as defined under CEQA have been identified in the project area, and, based on responses from local Native American groups, there is no evidence suggesting a significant potential for human remains to be buried in the project area. However, due to the depth of excavation activities associated with project construction, there is the potential for the disturbance of previously unidentified archaeological resources during project construction. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.6-2a If cultural materials are discovered during construction, all earth-moving activity within and around the immediate discovery area shall be discontinued and diverted until a qualified archaeologist can assess the nature and significance of the find. Caltrans shall be notified of any discoveries made within the Caltrans right-of-way. If the archeologist determines that the discovered resource is significant, the resource shall be either avoided or any impacts on the resource mitigated to less than significant in accordance with CEQA standards (see Public Resources Code section 21083.2 and CEQA Guidelines section 15064.5).

MM 3.2.6-2b If human remains are discovered, California Health and Safety Code Section 7050.5 states that further disturbances and activities shall cease in any area or nearby area suspected to overlie remains and that the County Coroner shall be contacted. Pursuant to Public Resources Code Section 5097.98, if the remains are thought to be Native American, the coroner will notify the Native American Heritage Commission, which will then notify the Most Likely

Descendant. At this time, the person who discovered the remains will contact the City's Environmental Monitoring staff so that they and City cultural resources staff may work with the Most Likely Descendant on the respectful treatment and disposition of the remains. Further provisions of PRC Section 5097.98 are to be followed as applicable. Caltrans will be notified if cultural remains or human remains are found within Caltrans' right-of-way.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measures MM 3.2.6-2a and b, which will reduce the potential for harm to cultural resources to **less than significant** after mitigation.

Rationale: Mitigation measures MM 3.2.6-2a and b will ensure that resources discovered during construction are addressed and mitigated to avoid accidental damage, in compliance with CEQA requirements. Therefore, with the implementation of these measures, the impact will be **less than significant**.

3.2.8 WATER QUALITY AND STORMWATER RUNOFF

Construction Water Quality Impacts

Impact 3.2.8-1: Construction of Alternative 3 would include vegetation removal, grading, and excavation activities within the project site, which could result in increased sedimentation and erosion. If not properly controlled, these pollutants could reach waterways such as Buffalo Creek or the Folsom South Canal, which could result in impacts to water quality. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.8-1a Any dewatering activities during construction would be in compliance with applicable NPDES permits and other water quality regulations.

Construction BMPs would be implemented for the project in adherence to all applicable NPDES requirements and other water quality regulations to minimize impacts to water quality. Specific BMPs to be used during construction would be identified as project design advances and finalized within the approved project SWPPPs; however, these measures would be designed to accommodate drainage requirements and avoid on- and off-site flooding. With implementation of BMPs required for NPDES Construction General Permit and other applicable water quality regulations (joint NPDES permit for MS4s in their municipal jurisdictions [NPDES No. CAS082597]), effects from short-term flooding during project construction would be negligible.

MM 3.2.8-1b Construction BMPs will be implemented for the project in adherence to all applicable NPDES requirements and other water quality regulations to

minimize impacts to water quality. The project SWPPP will require the contractor to identify the location of designated staging areas, would include specific requirements for equipment fueling, maintenance, and storage processes, and will include stormwater BMPs to prevent the release of polluted stormwater into adjacent waterways. With adherence to the NPDES requirements and implementation of applicable BMPs, short-term impacts to water quality related to materials discharge will be adequately controlled during construction.

MM 3.2.8-1c BMPs will be implemented for the project in adherence to all applicable NPDES requirements and other water quality regulations to minimize impacts to water quality. Specific BMPs to be used during construction would be identified as project design advances and are finalized within the approved project SWPPP based on the Risk Level determined under the NPDES General Construction Permit guidelines; however, temporary concrete washouts, stabilized construction entrance/exits, silt fencing, sand bag barriers, gravel bag berms, and fiber rolls have been identified as potential construction site BMPs to control increased erosion and sedimentation and to prevent construction site runoff from entering adjacent waterways. In addition, ground disturbance within Buffalo Creek Channel associated with the culvert extension will occur during the dry season to minimize siltation impacts to flowing water. The General Construction Permit lists the following requirements for Risk Level 2, the most likely risk level for this project, for minimizing sediment, erosion, and water quality impacts:

- Good Site “Housekeeping”
- Sediment Controls
- Run-on and Run-off Controls
- Inspection, Maintenance, and Repair of BMPs
- Numeric Action Levels:
 - Turbidity: 250 Nephelometric Turbidity Units
 - pH: 6.5–8.5
- Rain Event Action Plan
- Effluent Monitoring

As part of the NPDES requirements, the contractor will be required to identify and implement BMPs that would ensure no debris or other pollutants from the construction of the overhead structures and potential culvert widening enter Buffalo Creek or the Folsom South Canal. Appropriate BMPs would also be incorporated into project plans to protect worker safety, and applicable hazardous materials regulations pertaining to collection, testing, and disposal of contaminated groundwater would be followed.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measures MM 3.2.8-1 a, b and

c, and with the implementation of these measures, the project's impacts to water quality during construction would be considered **less than significant** after mitigation.

Rationale: Mitigation measures MM 3.2.8-1 a, b and c will insure adherence to all applicable NPDES requirements and other water quality regulations to minimize impacts to water quality and to ensure that no debris or other pollutants from the construction of the overhead structures and potential culvert widening enter Buffalo Creek or the Folsom South Canal. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Groundwater Quality

Impact 3.2.8-2: Accidental contact with contaminated groundwater during dewatering activities could pose a risk to construction personnel and adjacent waterways. This would be considered a **potentially significant impact**.

Impact 3.2.8-3: Alternative 3 could contribute to disruption of groundwater monitoring activities through the temporary disruption of monitoring wells located on Aerojet property. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.8-2 A geotechnical analysis shall be completed to identify the existing depth to groundwater in locations where cast-in-drilled-hole piles would be required or where other activities with the potential to contact groundwater would occur. If encounters with groundwater are anticipated, measures shall be incorporated into the construction specifications in compliance with applicable regulations that shall ensure worker safety and ensure that groundwater contact with adjacent waterways is avoided.

MM 3.2.8-3a Prior to project construction, the City shall coordinate with Aerojet and applicable regulatory agencies to identify any effects to groundwater extraction wells or monitoring wells that would occur during construction. If it is found that project construction would disrupt groundwater monitoring or extraction activities, the City and Aerojet shall identify and implement measures in the construction plans and specifications that will ensure that necessary extraction and monitoring activities can be maintained at all times during project construction. Any dewatering activities during construction would be in compliance with applicable NPDES permits and other water quality regulations.

MM 3.2.8-3b Treatment BMPs will be implemented as required by NPDES permits to remove pollutants from runoff water. Specific BMPs would be identified as project design advances and would be identified in final design plans; however, detention basins, swales, and other on-site measures have been identified as potential BMPs to remove pollutants from runoff water. With implementation of BMPs required by NPDES permits, and with adherence to other applicable water quality regulations, pollutant levels in stormwater runoff would not be expected to exceed applicable water quality standards.

If any existing extraction or monitoring wells must be permanently relocated as a result of the project, the City shall coordinate with Aerojet and applicable regulatory agencies to design and install these wells in a manner that ensures that required extraction and monitoring activities are maintained at all times.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measures MM 3.2.8-2, MM 3.2.8-3a, and MM 3.2.8-3b, and with the implementation of these measures, the project's impacts would be considered **less than significant** after mitigation.

Rationale: MM 3.2.8-2, MM 3.2.8-3a, and MM 3.2.8-3b will ensure that any encountered groundwater has been handled in accordance with certain protocols and requirements so that water quality impacts and contamination are avoided, and that current groundwater remediation activities are not adversely impacted. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Operational Water Quality Impacts

Impact 3.2.8-5: Alternative 3 would introduce motor vehicles to areas where there are currently no paved public roads, such as between U.S. 50 and White Rock Road, and at the proposed interchange on-ramps and overpass structure over Buffalo Creek and Folsom South Canal. This could result in the introduction of polluted stormwater runoff to local waterways. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.8-5a Treatment BMPs will be implemented as required by NPDES permits to remove pollutants from runoff water. Specific BMPs would be identified as project design advances and would be identified in final design plans; however, detention basins, swales, and other on-site measures have been identified as potential BMPs to remove pollutants from runoff water. With implementation of BMPs required by NPDES permits, and with adherence to other applicable water quality regulations, pollutant levels in stormwater runoff would not be expected to exceed applicable water quality standards.

MM 3.2.8-5b To accommodate the additional runoff, the project will include a new drainage system that will collect runoff water from the interchange facility and infiltrate it into the ground. The new drainage system will be designed to accommodate all collected runoff and will ensure that the runoff would not enter the Folsom South Canal. Design measures will be incorporated into slopes, benching, rounding, and terraces to minimize concentrated flows. Where feasible, 4:1 slopes will be included in the project design to minimize the potential for concentrated flows. Revegetation and landscaping would also be incorporated into design to reduce water flow and erosion potential.

MM 3.2.8-5c The proposed project would implement Low Impact Development (LID) methods and features where possible. Emphasis to date on BMP selection has been focused on the siting of BMPs at specific locations to provide direct source control or end-of-pipe treatment. Trends in sustainability have shown that an integrated system of decentralized, small-scale control measures that encourages infiltration, filtration, storage, evaporation, and detention of runoff to mimic natural hydrology can be more efficient in reducing the volume and rate of stormwater runoff. Some potential LID methods include grassy swales along U.S. 50 adjacent to the freeway and bioretention cells along the overcrossing structure where trees are located. A portion of the pavement runoff could also be directed to tree boxes to provide irrigation and filtration. Permeable pavers could also be used for sidewalks and bike paths on embankment fills to allow water infiltration. The design team will continue to look at other LID opportunities during the design process.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measures MM 3.2.8-5a through MM 3.2.8-5c to remove pollutants from runoff water, and with the implementation of these measures, impacts to receiving waters would be considered **less than significant** after mitigation.

Rationale: Mitigation measures MM 3.2.8-5a, b and c will result in the removal of pollutants from newly introduced storm runoff water resulting from project to reduce water quality impacts to **less than significant**.

3.2.9 GEOLOGY/SOILS/SEISMIC/TOPOGRAPHY

Impact 3.2.9-3: According to the USDA Soil Conservation Service, Soil Survey of Sacramento County, California, 1993, the project site is located in an area with a moderate shrink-swell potential (expansive soils) and could result in structure settlement and potential damage from differential settlement. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.9-3 Prior to approval of grading or improvement plans, whichever occurs first, the City of Rancho Cordova shall conduct a soil sample and laboratory test to determine the expansion potential and stability of the soil for development of the project site. If it is determined that the area contains expansive soils, one or more of the following mitigation measures shall be employed to stabilize the area affected by expansive soils:

- Expansive soils shall be excavated and replaced with non-expansive materials. The required depth of excavation shall be specified by a registered civil engineer based on actual soil conditions.

- Expansive soils shall be treated in place by mixing them with lime. Lime treatment alters the chemical composition of the expansive clay minerals such that the soil becomes non-expansive.
- Other engineering practices for mitigation of expansive soil conditions considered appropriate by Caltrans and the City of Rancho Cordova Public Works Department shall be implemented.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measure MM 3.2.9-3, which will reduce the risks associated with expansive soils to **less than significant** after mitigation.

Rationale: MM 3.2.9-3 will result in replacing expansive soils with non-expansive materials, or having them treated so as to become non-expansive and, if necessary, other engineering practices for mitigation of expansive soil conditions shall be implemented. Therefore, with the implementation of these measures, the impact will be **less than significant**.

3.2.10 HAZARDOUS WASTE/MATERIALS

Groundwater Contamination

Impact 3.2.10-1: Alternative 3 could result in accidental contact with contaminated groundwater during dewatering activities, which could pose a risk to construction personnel. In addition, construction activities could temporarily impact Aerojet's existing extraction wells and monitoring wells required for sampling and monitoring of contaminated groundwater. Impacts associated with contaminated groundwater and monitoring wells are considered **potentially significant**.

Mitigation Measures

MM 3.2.10-1 Appropriate BMPs will be incorporated into project plans to protect worker safety, and applicable hazardous materials regulations pertaining to collection, testing, and disposal of contaminated groundwater will be followed. Avoidance, minimization, and mitigation measures outlined in Section 2.2.2, "Water Quality and Stormwater Runoff," will be implemented to further reduce the potential for accidental contact with, or release of, contaminated groundwater or soils.

In addition, as discussed in Section 2.2.2, measures shall be incorporated into the construction plans that comply with applicable regulations that shall ensure worker safety and ensure that groundwater contact with adjacent waterways is avoided.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The

project has been revised to require implementation of mitigation measure MM 3.2.10-1, which will reduce Impact 3.2.10-1 to **less than significant** after mitigation.

Rationale: Appropriate BMPs will be incorporated into project plans to protect worker safety, and applicable hazardous materials regulations pertaining to collection, testing, and disposal of contaminated groundwater will be followed. Therefore, with these measures, the impact will be **less than significant**.

Construction Disposal Hazards

Impact 3.2.10-2: During demolition, removal, construction, and grading activities, construction within the project area could result in the disturbance of lead-based materials and expose persons to airborne lead material. In addition, removal of yellow thermoplastic striping during construction could expose workers to lead. This impact would be considered **potentially significant**.

Mitigation Measures

MM 3.2.10-2a During development/final design of the project, Phase II soil sampling shall be conducted within areas of potential aerially deposited lead. If lead is detected in the soil at concentrations that could pose a health hazard and/or violate local, state, or federal health standards, remediation of the affected areas shall be undertaken in accordance with the requirements of the City of Rancho Cordova, Sacramento County, and Caltrans. Project construction shall not commence until the site has been remediated and is cleared for construction. If signs of potential contamination (e.g., odors, discolored soil) are observed during construction activity in areas where Phase II sampling was not conducted, sampling and analysis and appropriate remediation shall be conducted.

MM 3.2.10-2b If yellow thermoplastic striping is to be removed separately from pavement during construction, the City shall require the construction contractor to prepare a project-specific Lead Compliance Plan to prevent or minimize worker exposure to lead while handling removed yellow thermoplastic and yellow paint residue. The plan shall be in accordance with City of Rancho Cordova, Sacramento County, and Caltrans requirements.

Before submission to the City, the plan shall be approved by an industrial hygienist certified in comprehensive practice by the American Board of Industrial Hygiene. The plan shall be submitted to the City for approval at least seven days prior to beginning removal of yellow thermoplastic and yellow paint. The yellow thermoplastic striping shall be removed and disposed of in accordance with the Caltrans Standard Specifications Standard Special Provisions for removal of yellow traffic stripe and pavement markings.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The

project has been revised to require implementation of mitigation measures MM 3.2.10-2a and MM 3.2.10-2b which will reduce impact 3.2.10-2 to **less than significant** after mitigation.

Rationale: Mitigation measures MM 3.2.10-2a and MM 3.2.10-2b include specific requirements and protocols to ensure that contaminated soil and yellow thermoplastic striping are handled appropriately to avoid any public health hazards. Therefore, with the implementation of these measures, the impact will be **less than significant**.

PCB Hazards

Impact 3.2.10-3 Removal or relocation of existing transformer poles during construction could result in exposure and disposal of polychlorinated biphenyls (PCBs). This impact would be considered **potentially significant**.

Mitigation Measures

MM 3.2.10-3 If existing transformers are removed as part of the proposed project, the City shall coordinate with the utility companies during final design and ensure that transformers are tested in accordance with applicable regulations. If PCBs are detected in materials to be removed, these materials shall be disposed of in accordance with applicable regulations.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measure MM 3.2.10-3, which will reduce impacts to **less than significant** after mitigation.

Rationale: MM 3.2.10-3 includes specific requirements and protocol to ensure that removed transformers are disposed of properly to avoid public health impacts. With the implementation of this measure, the impact will be **less than significant**.

Construction Activity Hazards

Impact 3.2.10-4: Construction activities associated with Alternative 3 would include refueling and minor maintenance of construction equipment on location, which could lead to minor fuel and oil spills. While the use of handling of hazardous materials during construction would be in accordance with applicable federal, state, and local laws, this impact would be considered **potentially significant**.

Mitigation Measures

MM 3.2.10-4 The use of and handling of hazardous materials during construction would be in accordance with applicable federal, state, and local laws including California Occupational Safety and Health Administration requirements.

Prior to start of construction, the construction contractor shall designate staging areas where fueling and oil-changing activities will take place. The staging areas shall be reviewed and approved by the City's Environmental

Mitigation Monitor and the Storm Water Pollution and Prevention Manager prior to the start of construction. No fueling or oil-changing activities shall be permitted outside the designated staging areas. The staging areas, as much as practicable, shall be located on level terrain and away from sensitive land uses such as residences, day care facilities, and schools. Staging areas shall not be located near any stream, channel, wetlands, or other sensitive biological or water resources. The proposed staging areas shall be identified in the SWPPP.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measure MM 3.2.10-4, which will reduce impacts to **less than significant** after mitigation.

Rationale: MM 3.2.10-4 will ensure that fuel and oils are handled in accordance with regulatory standards to protect public health and safety. In addition, fuels and oils shall only be handled in specified construction staging areas, in accordance with specified requirements, to prevent contamination. With the implementation of measure MM 3.2.10-4, the impact will be **less than significant**.

Soil Contamination

Impact 3.2.10-5: While contaminated soil is not identified within the project area, the potential remains for the project to disturb previously unidentified contaminated soils during project construction. This impact would be considered **potentially significant**.

Mitigation Measures

MM 3.2.10-5 If contaminated soil is encountered during excavation or grading, the construction contractor shall stop work and contact an environmental hazardous materials professional to conduct an on-site assessment. If the materials are determined to pose a risk to the public or construction workers, the construction contractor shall prepare and submit a remediation plan to the appropriate agency and comply with all federal, state, and local laws. Soil remediation methods could include excavation and on-site treatment, excavation and off-site treatment or disposal, and/or treatment without excavation. Construction plans shall be modified or postponed to ensure that construction will not inhibit remediation activities and will not expose the public or construction workers to hazardous conditions.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measure MM 3.2.10-5, which will reduce impact 3.2.10-5 to **less than significant** after mitigation.

Rationale: MM 3.2.10-5 will require that any discovered soil contamination be evaluated and remediated to protect construction worker and public health. With the implementation of this measure, the impact will be **less than significant**.

Emergency Response and Wildfire

Impact 3.2.10-6: Alternative 3 would not impede or conflict with the objectives or policies of the identified emergency response plans and evacuation plans. However, traffic within the project vicinity, including Folsom Boulevard and U.S. 50, may be affected for periods of time during construction. Plans for alternative emergency access would be provided to the City by the construction contractor for approval prior to the start of construction through the creation of a Traffic Management Plan (see mitigation measure **MM 3.2.3-3b**). The contractor would be required to submit an emergency access plan to accommodate emergency traffic during the construction period, and this plan would be provided to emergency agencies (i.e., fire and police departments) prior to the start of construction.

Mitigation Measures

MM 3.2.3-3b Prior to the start of construction, a Traffic Management Plan shall be developed that would reduce delays and obstructions caused by construction detours to the greatest extent possible. The plan developers shall coordinate with emergency service providers (i.e., fire and police) during plan development to ensure that traffic control measures proposed in the plan would meet the needs of the service providers. These detours shall be provided to all emergency service entities that service the area prior to their implementation to avoid impacts to emergency response times.

Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measure MM 3.2.3-3b, which will serve to reduce these potential impacts to **less than significant** after mitigation.

Rationale: MM3.2.3-3b would ensure that emergency access during construction is maintained by maintaining vehicle access to the area at all times and requiring a Traffic Management Plan that would meet the access needs of all emergency service providers. Therefore, with the implementation of this measure, the impact will be **less than significant**.

Impact 3.2.10-7: Alternative 3 would include a new concrete interchange structure and roadway, the operation of which would not result in additional fire risk. However, temporary construction activities involving the use of combustion engines could result in increased risk of fire in the area. This impact would be **potentially significant**.

Mitigation Measures

MM 3.2.10-7a Plans for alternative emergency access would be provided to the City for approval prior to the start of construction through the creation of a Traffic Management Plan. The contractor would be required to submit an emergency access plan to accommodate emergency traffic during the construction period,

and this plan would be provided to emergency agencies (i.e., fire and police departments) prior to the start of construction.

MM 3.2.10-7b The City will require the construction contractor to clear the staging and development areas of the project site of all dried vegetation or other materials that could serve as fire fuel and require that construction equipment be equipped with spark arresters.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measures MM 3.2.10-7a and 3.2.10-7b, which will substantially reduce the potential for accidental fires and ensure adequate emergency response routes to reduce Impact 3.2.10-7 to **less than significant** after mitigation.

Rationale: Mitigation measures MM 3.2.10-7a and 3.2.10-7b would ensure that emergency access during construction is maintained and fire risk at the site is reduced by clearing combustible materials (vegetation) and requiring spark arrestors on construction equipment. With the implementation of these measures, the impact will be **less than significant**.

3.2.11 AIR QUALITY

Impact 3.2.11-1 During construction, Alternative 3 would result in an exceedance of the state and SMAQMD threshold of $50 \mu\text{g}/\text{m}^3$ over a 24-hour period of PM_{10} . Because $\text{PM}_{2.5}$ is a subset of PM_{10} , SMAQMD methodology indicates that the project would also result in concentrations of $\text{PM}_{2.5}$ that exceed acceptable levels. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.11-1a The following measures shall be incorporated into all construction contract documents with respect to control of fugitive dust:

- Strict compliance with SMAQMD's Rule 403 shall be written into construction contracts.
- Water all exposed surfaces two times daily, or as necessary to maintain continued moist soil. 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 two feet of freeboard 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 shall be covered.
- Use wet power vacuum street sweepers to remove any visible trackout 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.

MM 3.2.11-1b The following measures shall be incorporated into all construction contract documents with respect to control of equipment/vehicle particulate emissions:

- Contractors shall minimize idling time either by shuttling equipment off when not in use or reducing the time of idling to five minutes (as required by the state airborne toxics control measure [Title 13, Section 2485 of the California Code of Regulations]). Provide clear signage that posts this requirement for workers at the entrances to the site.
- Contractors shall maintain all construction equipment in proper working condition according to the manufacturer's specifications. The equipment must be checked by a certified mechanic and determined to be running in proper condition before it is operated.
- Contractors shall ensure that emissions from all off-road diesel-powered equipment used on the project site do not exceed 40 percent opacity for more than three minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired immediately, and SMAQMD shall be notified within 48 hours of identification of noncompliant equipment. 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 to City Planning and SMAQMD throughout the duration of the project, 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 as well as 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.
- Contractors shall provide a plan for approval by SMAQMD demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased, and subcontractor vehicles, will achieve a project-wide fleet average 20 percent NO_x reduction and 45 percent particulate reduction¹ compared to the most recent California Air Resources Board (CARB) fleet average at time of construction. The contractor shall submit to the SMAQMD a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 horsepower, that will be used an aggregate of 40 or more hours during any portion of the

¹ Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. However, this requirement is neither supported by Caltrans nor FHWA due to the state's obligations under the California Public Contract Code regarding restraint of competitive bidding process resulting from the requirement that newer equipment be used, thereby creating a potential disadvantage in bidding opportunities for smaller businesses that do not have inventories of such equipment.

construction project. The inventory shall include the horsepower rating, engine production year, and projected hours of use or fuel throughput for each piece of equipment. On or after January 1, 2015, require all off-road diesel-powered construction equipment greater than 50 hp to meet the Tier 3 emission standards, where available. In addition, require all construction equipment to be outfitted with control technologies certified by CARB. Require any emissions control device used by the contractor to achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. The inventory shall be updated and submitted monthly throughout the duration of the project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs. At least 48 hours prior to the use of subject heavy-duty off-road equipment, the project representative shall provide the SMAQMD with the anticipated construction timeline including start date and name and phone number of the project manager and on-site foreman.

If at the time of construction, the SMAQMD has adopted a regulation applicable to construction emissions, compliance with the regulation may completely or partially replace this mitigation. Consultation with SMAQMD prior to construction will be necessary to make this determination.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measures MM 3.2.11-1a and MM 3.2.11-1b which will reduce Impact 3.2.11-1 to **less than significant** after mitigation.

Rationale: MM 3.2.11-1a and MM 3.2.11-1b will reduce fugitive dust emissions by more than 80 percent and exhaust particulate emissions by 45 percent. Based on the ISCST-3 modeling, this would be sufficient to reduce project impacts to less than the SMAQMD significance threshold. With the implementation of these measures, the impact will be **less than significant**.

Construction Toxic Air Contaminants

Impact 3.2.11-2: During construction, the proposed project would result in temporarily increased TAC levels in the immediate vicinity during construction. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.11-1b The following measures shall be incorporated into all construction contract documents with respect to control of equipment/vehicle particulate emissions:

- Contractors shall minimize idling time either by shuttling equipment off when not in use or reducing the time of idling to five minutes (as required by the state airborne toxics control measure [Title 13, Section 2485 of the

California Code of Regulations])). Provide clear signage that posts this requirement for workers at the entrances to the site.

- Contractors shall maintain all construction equipment in proper working condition according to the manufacturer's specifications. The equipment must be checked by a certified mechanic and determined to be running in proper condition before it is operated.
- Contractors shall ensure that emissions from all off-road diesel-powered equipment used on the project site do not exceed 40 percent opacity for more than three minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired immediately, and SMAQMD shall be notified within 48 hours of identification of noncompliant equipment. 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 to City Planning and SMAQMD throughout the duration of the project, 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 as well as 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.
- Contractors shall provide a plan for approval by SMAQMD demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased, and subcontractor vehicles, will achieve a project-wide fleet average 20 percent NO_x reduction and 45 percent particulate reduction² compared to the most recent California Air Resources Board (CARB) fleet average at time of construction. The contractor shall submit to the SMAQMD a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 horsepower, that will be used an aggregate of 40 or more hours during any portion of the construction project. The inventory shall include the horsepower rating, engine production year, and projected hours of use or fuel throughput for each piece of equipment. On or after January 1, 2015, require all off-road diesel-powered construction equipment greater than 50 hp to meet the Tier 3 emission standards, where available. In addition, require all construction equipment to be outfitted with control technologies certified by CARB. Require any emissions control device used by the contractor to achieve emissions reductions that are no less than what could be achieved by a

² Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. However, this requirement is neither supported by Caltrans nor FHWA due to the state's obligations under the California Public Contract Code regarding restraint of competitive bidding process resulting from the requirement that newer equipment be used, thereby creating a potential disadvantage in bidding opportunities for smaller businesses that do not have inventories of such equipment.

Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. The inventory shall be updated and submitted monthly throughout the duration of the project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs. At least 48 hours prior to the use of subject heavy-duty off-road equipment, the project representative shall provide the SMAQMD with the anticipated construction timeline including start date and name and phone number of the project manager and on-site foreman.

If at the time of construction, the SMAQMD has adopted a regulation applicable to construction emissions, compliance with the regulation may completely or partially replace this mitigation. Consultation with SMAQMD prior to construction will be necessary to make this determination.

MM 3.2.11-2 The following measures shall be incorporated into all construction contract documents with respect to control of equipment/vehicle particulate emissions:

- Where feasible, electrical or non-diesel-powered equipment will be used.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR, but not to a level of less than significant. There are no additional feasible mitigation measures for reasons set forth below. There are no feasible alternatives that avoid this significant effect as addressed in Exhibit A, Findings on Alternatives. The above mitigation measures would reduce exhaust particulate emissions by approximately 90 percent compared to emissions modeled in the Draft EIR and the timeframe for construction activities is only 15 months. However, in an abundance of caution, due to the location of construction activities occurring adjacent to the existing residential uses, sensitive receptors would be exposed to construction-related TAC and this significant impact would remain a **significant and unavoidable impact** even with mitigation.

Rationale: The above mitigation measures would reduce exhaust particulate emissions by approximately 90 percent compared to emissions modeled in the Draft EIR and the timeframe for construction activities is only 15 months. However, in an abundance of caution, due to the location of construction activities occurring adjacent to the existing residential uses, sensitive receptors would be exposed to construction-related TAC and this significant impact would remain a **significant and unavoidable impact** even with mitigation. Due to the location of the construction area and the existing adjacent residences, no additional feasible mitigation measures have been identified to reduce this impact to less than significant.

Construction Air Quality Impact for Nitrogen Oxide (NO_x) Emissions

Impact 3.2.11-4: Implementation of Alternative 3 could result in temporary construction emissions of nitrogen oxide (NO_x) that would exceed the SMAQMD threshold of 85 pounds per day. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.11-1a The following measures shall be incorporated into all construction contract documents with respect to control of fugitive dust:

- Strict compliance with SMAQMD's Rule 403 shall be written into construction contracts.
- Water all exposed surfaces two times daily, or as necessary to maintain continued moist soil. 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 two feet of freeboard 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 shall be covered.
- Use wet power vacuum street sweepers to remove any visible trackout 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.

MM 3.2.11-1b The following measures shall be incorporated into all construction contract documents with respect to control of equipment/vehicle particulate emissions:

- Contractors shall minimize idling time either by shuttling equipment off when not in use or reducing the time of idling to five minutes (as required by the state airborne toxics control measure [Title 13, Section 2485 of the California Code of Regulations]). Provide clear signage that posts this requirement for workers at the entrances to the site.
- Contractors shall maintain all construction equipment in proper working condition according to the manufacturer's specifications. The equipment must be checked by a certified mechanic and determined to be running in proper condition before it is operated.
- Contractors shall ensure that emissions from all off-road diesel-powered equipment used on the project site do not exceed 40 percent opacity for more than three minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired immediately, and SMAQMD shall be notified within 48 hours of identification of noncompliant equipment. 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 to City Planning and SMAQMD throughout the duration of the project, 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 as well as 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.

- Contractors shall provide a plan for approval by SMAQMD demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased, and subcontractor vehicles, will achieve a project-wide fleet average 20 percent NO_x reduction and 45 percent particulate reduction³ compared to the most recent California Air Resources Board (CARB) fleet average at time of construction. The contractor shall submit to the SMAQMD a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 horsepower, that will be used an aggregate of 40 or more hours during any portion of the construction project. The inventory shall include the horsepower rating, engine production year, and projected hours of use or fuel throughput for each piece of equipment. On or after January 1, 2015, require all off-road diesel-powered construction equipment greater than 50 hp to meet the Tier 3 emission standards, where available. In addition, require all construction equipment to be outfitted with control technologies certified by CARB. Require any emissions control device used by the contractor to achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. The inventory shall be updated and submitted monthly throughout the duration of the project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs. At least 48 hours prior to the use of subject heavy-duty off-road equipment, the project representative shall provide the SMAQMD with the anticipated construction timeline including start date and name and phone number of the project manager and on-site foreman.

If at the time of construction, the SMAQMD has adopted a regulation applicable to construction emissions, compliance with the regulation may completely or partially replace this mitigation. Consultation with SMAQMD prior to construction will be necessary to make this determination.

MM 3.2.11-2 The following measures shall be incorporated into all construction contract documents with respect to control of equipment/vehicle particulate emissions:

³ Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. However, this requirement is neither supported by Caltrans nor FHWA due to the state's obligations under the California Public Contract Code regarding restraint of competitive bidding process resulting from the requirement that newer equipment be used, thereby creating a potential disadvantage in bidding opportunities for smaller businesses that do not have inventories of such equipment.

- Where feasible, electrical or non-diesel-powered equipment will be used.

MM 3.2.11-4 SMAQMD has instituted a voluntary program for off-site mitigation for construction NO_x impacts. The project's construction emissions could be reduced to less than 85 pounds per day through the purchase of an offset created by the SMAQMD. Fees collected in the program are used to reduce emissions within the region through engine repowers, retrofits of existing equipment with new emission control technology, and development of cleaner fuel alternatives for construction equipment. As of this writing, the mitigation fee rate was \$16,640 per ton of emissions.

SMAQMD has developed a mitigation fee calculator to estimate the necessary mitigation fee necessary for a construction project. The mitigation fee calculator has been applied to Alternative 3 under the worst-case assumption that interchange construction and construction of the Rancho Cordova Parkway would occur simultaneously. Based on an estimated 15-month construction period and emissions estimates generated by SMAQMD's Road Construction Emissions Model, the estimated fee to reduce this impact to a less than significant level is roughly \$503,000. This estimate is based on current knowledge of project scheduling and current mitigation fee. The lead agency will consult with the SMAQMD prior to the start of construction activities to recalculate the mitigation fee. The lead agency shall pay the recalculated fee amount.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR, but not to a level of less than significant. There are no additional feasible mitigation measures for reasons set forth below. There are no feasible alternatives that avoid this significant effect as addressed in Exhibit A, Findings on Alternatives. Therefore, the impact remains **significant and unavoidable** even with mitigation.

Rationale: With the payment of the fee and the implementation of Mitigation Measures MM 3.2-11-1a, MM 3.2.11-1b and MM 3.2.11-2, the project construction emissions of NO_x will be significantly reduced. However, construction activities associated with the proposed project would still result in NO_x emissions exceeding the threshold of 85 pounds per day. While the payment of the fee would satisfy the SMAQMD mitigation requirements, the City recognizes that CEQA's NO_x threshold would be exceeded during construction activities and has determined that construction of the proposed project would exceed the regional threshold and the impact associated with ozone would remain significant and unavoidable under CEQA. No additional feasible mitigation have or can be identified that would reduce this impact to below significance thresholds. Therefore, the project's impacts from construction-related air quality emissions would remain **significant and unavoidable** after mitigation.

3.2.12 NOISE

Construction Noise

Impact 3.2.12-5: During construction of the project, noise levels would temporarily be elevated in association with operation of heavy equipment. Based on the types of construction activities and equipment required for the proposed project, noise levels at 50 feet from the center of construction activities would generally range from 80 to 95 dBA. Generally, for point source noise such as piling driving, there is a 6 dBA decrease in noise level per doubling of distance. For highway traffic noise, because it is a line source, there is a 3 dBA decrease in noise level per doubling of distance. Sensitive noise receptors adjacent to the project site are located more than 150 feet from the project site, which would result in construction noise levels at sensitive receptor locations that are substantially lower than the 80 to 95 dBA levels at 50 feet from the construction area. Without accounting for background noise levels, the decrease in noise level for point source noise sources could be as much as 18 dBA quieter and for line source noise sources as much as 9 dBA quieter. Regardless, although this impact would occur for a short duration and would not result in a permanent increase in noise levels, the disruption to adjacent sensitive receptors resulting from the construction project (approximately 15 months) would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.12-5 To minimize potential construction noise impacts, the contractor shall:

- Conform to Section 14-8, “Noise and Vibration,” in Caltrans Standard Specifications.
- Adhere to local ordinances and codes relating to construction equipment and sound levels.
- Install and maintain effective mufflers on construction equipment.
- Locate equipment and staging areas as far from residences as possible.
- Limit unnecessary idling of equipment.
- Limit construction activity to the hours of 7:00 a.m. to 7:00 p.m. weekdays and 8:00 a.m. to 6:00 p.m. weekends when construction is conducted within 100 feet of residences, i.e., the westbound on- and off-ramps (north side of U.S. 50), or during any pile-driving activities.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR, but not to a level of less than significant. There are no additional feasible mitigation measures for reasons set forth in Exhibit A, Section VIII, B. Findings Regarding Additional Mitigation Measures Proposed. There are no feasible alternatives that avoid this significant effect as addressed in Exhibit A, Findings on Alternatives. Therefore, the impact remains **significant and unavoidable** even with mitigation.

Rationale: Although implementation of the above mitigation measures would substantially reduce construction noise, construction activities would still result in temporary high noise sources and construction along U.S. 50 may require nighttime construction. No additional feasible mitigation can be identified that would reduce this impact to below the significance thresholds (see discussion in Exhibit A, Section VIII, B. Findings Regarding Additional Mitigation Measures Proposed). Given these circumstances, this impact would be considered **significant and unavoidable**.

3.2.13 NATURAL COMMUNITIES

Impact 3.2.13-1: Alternative 3 would result in removal of portions of several natural communities, including nonnative grassland, Fremont cottonwood-oak woodland, Fremont cottonwood woodland, coyote brush scrub, and trees. In addition, the proposed project may have indirect effects to natural communities within the project area. Impacts to these communities would potentially impact sensitive species and would be considered **potentially** significant.

Mitigation Measures

MM 3.2.14-2 In order to avoid and minimize project effects to the vernal pool, the following measures shall be implemented during construction activities:

- During project development, the size of the work area limits will be minimized within sensitive habitat areas.
- Additional impacts from vernal pool disturbance will be avoided by installing protective Environmentally Sensitive Area fencing and silt fencing between the vernal pool and the construction area limits to prevent accidental disturbance during construction and to protect water quality within the vernal pool during construction.
- Standard BMPs will be implemented during and after construction to protect water quality in sensitive habitat areas during construction.

MM 3.2.14-4a As permanent and temporary direct impacts would occur to Buffalo Creek, which is a USACE jurisdictional feature, compensatory mitigation for direct impacts would be required, as follows.

The City will execute a revegetation plan with three years of monitoring for the temporary degradation of intermittent creek habitat. The specific goals and criteria will aim to fully restore the functions and values to levels that are statistically identical or superior to that of adjacent habitat.

MM 3.2.14-4b The City shall obtain all necessary permits required by the CWA and a Streambed Alteration Agreement from CDFW and implement all conditions specified in those permits:

- Section 404 permit from USACE for fill of waters of the United States, including wetlands.
- Section 401 water quality waiver or certification from RWQCB.
- Streambed Alteration Agreement from CDFW.

MM 3.2.14-4c The City shall ensure that the proposed project would result in no net loss of waters of the U.S. Where a Section 404 Permit has been issued by the USACE, or an application has been made to obtain a Section 404 Permit, the Mitigation and Management Plan required by that permit or proposed to satisfy the requirements of the USACE for granting a permit, may be submitted for purposes of achieving a no net loss of wetlands. Compensatory mitigation may consist of: (1) obtaining credits from a mitigation bank; (2) making a payment to an in-lieu fee program that will conduct wetland, stream or other aquatic resource restoration, creation, enhancement, or preservation activities; these programs are generally administered by government agencies or nonprofit organizations that have established an agreement with the regulatory agencies to use in-lieu fee payments collected from permit applicants; and/or (3) providing compensatory mitigation through an aquatic resource restoration, establishment, enhancement and/or preservation activity. This last type of compensatory mitigation may be provided at or adjacent to the impact site (i.e., on-site mitigation) or at another location, usually within the same watershed as the permitted impact (i.e., off-site mitigation). The project proponent/permit applicant retains responsibility for the implementation and success of the mitigation project.

MM 3.2.14-4d The following measures will be implemented as part of the proposed project to avoid and minimize project effects to Buffalo Creek:

- During project development, the size of the work area limits will be reduced to the smallest amount feasible within sensitive habitat areas. The interchange structure will be elevated, resulting in avoidance of any fill of intermittent creek habitat where it lies south of U.S. 50.
- Impacts to the water quality of the intermittent creek within the BSA will be minimized by implementing BMPs and an erosion and sediment control plan that minimize impacts to water quality within the creek.
- Measures to avoid temporary and indirect impacts would include fencing off the intermittent creek with orange construction fencing and limiting construction equipment access across the channel within the BSA.
- To reduce potential impacts to vegetation and aquatic habitat associated with accidental spills of pollutants (e.g., fuel, oil, grease), the construction contractor will implement appropriate hazardous materials management

practices to reduce the possibility of chemical spills or releases of contaminants, including any non-stormwater discharge.

In addition, standard staging area practices for sediment-tracking reduction will also be implemented where necessary, including vehicle washing and street sweeping.

MM 3.2.15-2

The following measures from the Sacramento County Tree Preservation Ordinance (County Code Title 19.12), which was adopted by the City of Rancho Cordova, will be implemented as part of the proposed project to avoid and minimize damage to preserved trees during project construction:

- During project development, the size of the work area limits will be reduced and minimized to the smallest amount feasible within sensitive habitat areas.
- A circle with a radius measurement from the trunk of the tree to the tip of its longest limb shall constitute the dripline protection area of each tree. Limbs must not be cut back in order to change the dripline. The area beneath the dripline is a critical portion of the root zone and defines the minimum protected area of each tree. Removing limbs that make up the dripline does not change the protected area.
- Protective fencing shall be installed at the driplines of the protected trees prior to the start of any construction work (including grading or placement of vehicles on site), in order to avoid damage to the trees and their root systems. This fencing may be installed around the outermost dripline of clusters of trees proposed for protection, rather than individual trees. Fencing shall be shown on all project plans.
- No vehicles, construction equipment, mobile home/office, supplies, materials, or facilities shall be driven, parked, stockpiled, or located within the driplines of protected trees. A laminated sign indicating such shall be attached to fencing surrounding trees on-site.
- No grading (grade cuts or fills) shall be allowed within the driplines of protected trees.
- Drainage patterns on the site shall not be modified so that water collects or stands within, or is diverted across, the dripline of any protected tree.
- No trenching shall be allowed within the driplines of protected trees. If it is absolutely necessary to install underground utilities within the dripline of a protected tree, the utility line shall be bored and jacked under the supervision of a certified arborist.

- The construction of impervious surfaces within the driplines of protected trees shall be stringently minimized. When it is absolutely necessary, a piped aeration system shall be installed under the supervision of a certified arborist. Wherever possible, pervious concrete shall be used as an alternative to traditional concrete, when it is required under tree driplines.
- No sprinkler or irrigation system shall be installed in such a manner that sprays water or requires trenching within the driplines of protected trees. An aboveground drip irrigation system is recommended.
- Landscaping beneath protected trees may include non-plant materials such as bark mulch or wood chips. The only plant species that shall be planted within the driplines of protected trees are those that are tolerant of the natural environs of the trees. Limited drip irrigation approximately twice per summer is recommended for the understory plants.
- Any protected trees on the site, which require pruning, shall be pruned by an arborist prior to the start of construction work. All pruning shall be in accordance with the American National Standards Institute A300 pruning standards and the International Society of Arboriculture's "Tree Pruning Guidelines."
- No signs, ropes, cables (except those which may be installed by an arborist to provide limb support), or any other items shall be attached to the protected trees.

MM 3.2.16-1

The following measures will be implemented as part of the proposed project to avoid and minimize project effects to aquatic habitat (vernal pools and isolated seasonal wetlands) supporting special-status aquatic invertebrate species:

- During project development, the size of the work area limits will be minimized within sensitive habitat areas.
- Orange Environmentally Sensitive Area (ESA) fencing and silt fencing will be installed between the construction limits and the seasonal wetlands and vernal pool.
- Appropriate hazardous materials management practices will be implemented to reduce the possibility of chemical spills or releases of contaminants.
- Standard BMPs will be implemented during and after construction to protect water quality in sensitive habitat areas during construction, including: appropriate hazardous materials management practices to reduce the possibility of chemical spills or releases of contaminants; and

standard staging area practices for sediment-tracking reduction such as vehicle washing and street-sweeping.

MM 3.2.17-3 The following measures will be implemented as part of the project to avoid and minimize project effects to aquatic habitat (vernal pools and isolated seasonal wetlands) supporting threatened and endangered aquatic invertebrate species:

- During project development, the size of the work area limits will be minimized within sensitive habitat areas.
- Temporary impacts from aquatic habitat disturbance would be avoided by installing protective silt fencing between the aquatic habitats and the construction area limits to prevent accidental disturbance during construction and to protect water quality within the aquatic habitats during construction.
- Standard BMPs would be implemented during and after construction to protect water quality in sensitive habitat areas during construction.

A comprehensive plan for avoidance, on-site mitigation, off-site mitigation, or other compensation will be developed in cooperation with relevant state and federal agencies. To compensate for the permanent direct impacts to listed vernal pool crustacean habitat (isolated seasonal wetlands), the City of Rancho Cordova will purchase mitigation credits at a USFWS-approved conservation bank to offset the loss of isolated seasonal wetland habitat as a result of the project at a 3:1 ratio (3 acres of mitigation for every 1 acre lost). Because the project would not directly fill any vernal pools, no direct impacts would occur; therefore, no mitigation would be necessary to compensate for direct impacts to vernal pools under USFWS guidelines. To compensate for indirect impacts to 0.34 acres of vernal pools and indirect impacts to 0.23 acres of isolated seasonal wetlands, the City of Rancho Cordova will purchase mitigation credits at a USFWS-approved conservation bank to offset the loss of indirectly impacted vernal pool and isolated seasonal wetland habitat as a result of the project at a 2:1 ratio (2 acres of mitigation for every 1 acre indirectly impacted).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. Application of these avoidance and minimization measures would reduce this impact to **less than significant** after mitigation.

Rationale: The quantities of nonnative grassland, Fremont cottonwood-oak woodland, Fremont cottonwood woodland, and coyote brush scrub communities that would be removed for Alternative 3 (proposed project) do not qualify for protection or mitigation under any local, state, or federal protection on their own. However, avoidance, minimization, and mitigation for impacts to some of these communities serving as habitat for special-status species are

incorporated into the project and included as requirements under Mitigation Measures 3.2.14-2, 3.2.14-4a through d, 3.2.15-2, 3.2.16-1 and 3.2.17-3. With the implementation of these mitigation measures, the impact will be **less than significant**.

3.2.14 WETLANDS AND OTHER WATERS

Vernal Pool

Impact 3.2.14-2: The vernal pool located within the project area could be disturbed by construction activities, including encroachment by construction equipment or materials. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.14-2 In order to avoid and minimize project effects to the vernal pool, the following measures shall be implemented during construction activities:

- During project development, the size of the work area limits will be minimized within sensitive habitat areas.
- Additional impacts from vernal pool disturbance will be avoided by installing protective Environmentally Sensitive Area fencing and silt fencing between the vernal pool and the construction area limits to prevent accidental disturbance during construction and to protect water quality within the vernal pool during construction.
- Standard BMPs will be implemented during and after construction to protect water quality in sensitive habitat areas during construction.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measure MM 3.2.14-2, which will ensure that potential impacts to vernal pools retained would be reduced to **less than significant** after mitigation.

Rationale: During project development, the size of the work area limits will be minimized within sensitive habitat areas and additional impacts from vernal pool disturbance will be avoided by installing protective Environmentally Sensitive Area fencing and silt fencing between the vernal pool and the construction area limits. Standard BMPs will be implemented during and after construction. With the implementation of these measures, the impact will be reduced to **less than significant**.

Isolated Seasonal Wetlands

Impact 3.2.14-3: The proposed project would permanently fill approximately 0.30 acres and temporarily impact approximately 0.10 acres of isolated seasonal wetlands during project construction. Loss of these resources would be a **potentially significant impact**.

Mitigation Measures

MM 3.2.14-4a As permanent and temporary direct impacts would occur to Buffalo Creek, which is a USACE jurisdictional feature, compensatory mitigation for direct impacts would be required, as follows.

The City will execute a revegetation plan with three years of monitoring for the temporary degradation of intermittent creek habitat. The specific goals and criteria will aim to fully restore the functions and values to levels that are statistically identical or superior to that of adjacent habitat.

MM 3.2.14-4b The City shall obtain all necessary permits required by the CWA and a Streambed Alteration Agreement from CDFW and implement all conditions specified in those permits:

- Section 404 permit from USACE for fill of waters of the United States, including wetlands.
- Section 401 water quality waiver or certification from RWQCB.
- Streambed Alteration Agreement from CDFW.

MM 3.2.14-4c The City shall ensure that the proposed project would result in no net loss of waters of the U.S. Where a Section 404 Permit has been issued by the USACE, or an application has been made to obtain a Section 404 Permit, the Mitigation and Management Plan required by that permit or proposed to satisfy the requirements of the USACE for granting a permit, may be submitted for purposes of achieving a no net loss of wetlands. Compensatory mitigation may consist of: (1) obtaining credits from a mitigation bank; (2) making a payment to an in-lieu fee program that will conduct wetland, stream or other aquatic resource restoration, creation, enhancement, or preservation activities; these programs are generally administered by government agencies or nonprofit organizations that have established an agreement with the regulatory agencies to use in-lieu fee payments collected from permit applicants; and/or (3) providing compensatory mitigation through an aquatic resource restoration, establishment, enhancement and/or preservation activity. This last type of compensatory mitigation may be provided at or adjacent to the impact site (i.e., on-site mitigation) or at another location, usually within the same watershed as the permitted impact (i.e., off-site mitigation). The project proponent/permit applicant retains responsibility for the implementation and success of the mitigation project.

MM 3.2.14-4d The following measures will be implemented as part of the proposed project to avoid and minimize project effects to Buffalo Creek:

- During project development, the size of the work area limits will be reduced to the smallest amount feasible within sensitive habitat areas. The

interchange structure will be elevated, resulting in avoidance of any fill of intermittent creek habitat where it lies south of U.S. 50.

- Impacts to the water quality of the intermittent creek within the BSA will be minimized by implementing BMPs and an erosion and sediment control plan that minimize impacts to water quality within the creek.
- Measures to avoid temporary and indirect impacts would include fencing off the intermittent creek with orange construction fencing and limiting construction equipment access across the channel within the BSA.
- To reduce potential impacts to vegetation and aquatic habitat associated with accidental spills of pollutants (e.g., fuel, oil, grease), the construction contractor will implement appropriate hazardous materials management practices to reduce the possibility of chemical spills or releases of contaminants, including any non-stormwater discharge.

In addition, standard staging area practices for sediment-tracking reduction will also be implemented where necessary, including vehicle washing and street sweeping.

MM 3.2.16-1

The following measures will be implemented as part of the proposed project to avoid and minimize project effects to aquatic habitat (vernal pools and isolated seasonal wetlands) supporting special-status aquatic invertebrate species:

- During project development, the size of the work area limits will be minimized within sensitive habitat areas.
- Orange Environmentally Sensitive Area (ESA) fencing and silt fencing will be installed between the construction limits and the seasonal wetlands and vernal pool.
- Appropriate hazardous materials management practices will be implemented to reduce the possibility of chemical spills or releases of contaminants.
- Standard BMPs will be implemented during and after construction to protect water quality in sensitive habitat areas during construction, including: appropriate hazardous materials management practices to reduce the possibility of chemical spills or releases of contaminants; and standard staging area practices for sediment-tracking reduction such as vehicle washing and street-sweeping.

MM 3.2.17-3

The following measures will be implemented as part of the project to avoid and minimize project effects to aquatic habitat (vernal pools and isolated

seasonal wetlands) supporting threatened and endangered aquatic invertebrate species:

- During project development, the size of the work area limits will be minimized within sensitive habitat areas.
- Temporary impacts from aquatic habitat disturbance would be avoided by installing protective silt fencing between the aquatic habitats and the construction area limits to prevent accidental disturbance during construction and to protect water quality within the aquatic habitats during construction.
- Standard BMPs would be implemented during and after construction to protect water quality in sensitive habitat areas during construction.

A comprehensive plan for avoidance, on-site mitigation, off-site mitigation, or other compensation will be developed in cooperation with relevant state and federal agencies. To compensate for the permanent direct impacts to listed vernal pool crustacean habitat (isolated seasonal wetlands), the City of Rancho Cordova will purchase mitigation credits at a USFWS-approved conservation bank to offset the loss of isolated seasonal wetland habitat as a result of the project at a 3:1 ratio (3 acres of mitigation for every 1 acre lost). Because the project would not directly fill any vernal pools, no direct impacts would occur; therefore, no mitigation would be necessary to compensate for direct impacts to vernal pools under USFWS guidelines. To compensate for indirect impacts to 0.34 acres of vernal pools and indirect impacts to 0.23 acres of isolated seasonal wetlands, the City of Rancho Cordova will purchase mitigation credits at a USFWS-approved conservation bank to offset the loss of indirectly impacted vernal pool and isolated seasonal wetland habitat as a result of the project at a 2:1 ratio (2 acres of mitigation for every 1 acre indirectly impacted).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. Implementation of mitigation measures 3.2.14-4b and b, 3.2.16-1 and 3.2.17-3 would mitigate the impact to **less than significant** after mitigation.

Rationale: With implementation of mitigation measures 3.2.14-4a, 3.2.14-4b, 3.2.14-4c, 3.2.14-4d, 3.2.16-1, and 3.2.17-3 which require measures to avoid or minimize impacts and measures to mitigate the loss of any resource, the impact will be reduced to **less than significant**.

Intermittent Creek (Buffalo Creek)

Impact 3.2.14-4: Of the aquatic resources present within the project area, only the intermittent creek (Buffalo Creek) is considered a federally jurisdictional wetland. Alternative 3 would directly and temporarily affect up to 0.1 acre of Buffalo Creek during construction of the project. Construction activities would result

in localized loss of vegetation and general disturbance to the soil surrounding the intermittent creek, and could result in the release of high levels of sedimentation and debris into downstream aquatic habitat. Construction activities could also result in minor fuel and oil spills from the maintenance of construction equipment, which could result in adverse effects to the aquatic environment. These impacts would be considered **potentially significant**.

Mitigation Measures

MM 3.2.14-4a As permanent and temporary direct impacts would occur to Buffalo Creek, which is a USACE jurisdictional feature, compensatory mitigation for direct impacts would be required, as follows.

The City will execute a revegetation plan with three years of monitoring for the temporary degradation of intermittent creek habitat. The specific goals and criteria will aim to fully restore the functions and values to levels that are statistically identical or superior to that of adjacent habitat.

MM 3.2.14-4b The City shall obtain all necessary permits required by the CWA and a Streambed Alteration Agreement from CDFW and implement all conditions specified in those permits:

- Section 404 permit from USACE for fill of waters of the United States, including wetlands.
- Section 401 water quality waiver or certification from RWQCB.
- Streambed Alteration Agreement from CDFW.

MM 3.2.14-4c The City shall ensure that the proposed project would result in no net loss of waters of the U.S. Where a Section 404 Permit has been issued by the USACE, or an application has been made to obtain a Section 404 Permit, the Mitigation and Management Plan required by that permit or proposed to satisfy the requirements of the USACE for granting a permit, may be submitted for purposes of achieving a no net loss of wetlands. Compensatory mitigation may consist of: (1) obtaining credits from a mitigation bank; (2) making a payment to an in-lieu fee program that will conduct wetland, stream or other aquatic resource restoration, creation, enhancement, or preservation activities; these programs are generally administered by government agencies or nonprofit organizations that have established an agreement with the regulatory agencies to use in-lieu fee payments collected from permit applicants; and/or (3) providing compensatory mitigation through an aquatic resource restoration, establishment, enhancement and/or preservation activity. This last type of compensatory mitigation may be provided at or adjacent to the impact site (i.e., on-site mitigation) or at another location, usually within the same watershed as the permitted impact (i.e., off-site mitigation). The

project proponent/permit applicant retains responsibility for the implementation and success of the mitigation project.

MM 3.2.14-4d The following measures will be implemented as part of the proposed project to avoid and minimize project effects to Buffalo Creek:

- During project development, the size of the work area limits will be reduced to the smallest amount feasible within sensitive habitat areas. The interchange structure will be elevated, resulting in avoidance of any fill of intermittent creek habitat where it lies south of U.S. 50.
- Impacts to the water quality of the intermittent creek within the BSA will be minimized by implementing BMPs and an erosion and sediment control plan that minimize impacts to water quality within the creek.
- Measures to avoid temporary and indirect impacts would include fencing off the intermittent creek with orange construction fencing and limiting construction equipment access across the channel within the BSA.
- To reduce potential impacts to vegetation and aquatic habitat associated with accidental spills of pollutants (e.g., fuel, oil, grease), the construction contractor will implement appropriate hazardous materials management practices to reduce the possibility of chemical spills or releases of contaminants, including any non-stormwater discharge.

In addition, standard staging area practices for sediment-tracking reduction will also be implemented where necessary, including vehicle washing and street sweeping.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measures MM 3.2.14-4a through MM 3.2.14-4d. As a result, the project's impacts to jurisdictional wetlands of Buffalo Creek would be considered **less than significant** after mitigation.

Rationale: MM 3.2.14-4a through MM 3.2.14-4d will ensure that impacted waters of the U.S. within Buffalo Creek will be replaced or rehabilitated in accordance with USACE mitigation guidelines and standards in the mitigation measures to ensure that "no net loss" of jurisdictional wetlands would occur. With the implementation of these measures, the project's construction impacts to the creek will be reduced to **less than significant**.

Impact 3.2.14-6: Alternative 3 would increase the amount of impervious surfaces in the area, and runoff from increased impervious surfaces may contain pollutants (e.g., heavy metals, oil, or litter) that could be directly discharged into the intermittent creek via sheet flow and storm drains. Discharge of roadway pollutants into the intermittent creek would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.8-1a Any dewatering activities during construction would be in compliance with applicable NPDES permits and other water quality regulations.

Construction BMPs would be implemented for the project in adherence to all applicable NPDES requirements and other water quality regulations to minimize impacts to water quality. Specific BMPs to be used during construction would be identified as project design advances and finalized within the approved project SWPPPs; however, these measures would be designed to accommodate drainage requirements and avoid on- and off-site flooding. With implementation of BMPs required for NPDES Construction General Permit and other applicable water quality regulations (joint NPDES permit for MS4s in their municipal jurisdictions [NPDES No. CAS082597]), effects from short-term flooding during project construction would be negligible.

MM 3.2.8-1b Construction BMPs will be implemented for the project in adherence to all applicable NPDES requirements and other water quality regulations to minimize impacts to water quality. The project SWPPP will require the contractor to identify the location of designated staging areas, would include specific requirements for equipment fueling, maintenance, and storage processes, and will include stormwater BMPs to prevent the release of polluted stormwater into adjacent waterways. With adherence to the NPDES requirements and implementation of applicable BMPs, short-term impacts to water quality related to materials discharge will be adequately controlled during construction.

MM 3.2.8-1c BMPs will be implemented for the project in adherence to all applicable NPDES requirements and other water quality regulations to minimize impacts to water quality. Specific BMPs to be used during construction would be identified as project design advances and are finalized within the approved project SWPPP based on the Risk Level determined under the NPDES General Construction Permit guidelines; however, temporary concrete washouts, stabilized construction entrance/exits, silt fencing, sand bag barriers, gravel bag berms, and fiber rolls have been identified as potential construction site BMPs to control increased erosion and sedimentation and to prevent construction site runoff from entering adjacent waterways. In addition, ground disturbance within Buffalo Creek Channel associated with the culvert extension will occur during the dry season to minimize siltation impacts to flowing water. The General Construction Permit lists the following requirements for Risk Level 2, the most likely risk level for this project, for minimizing sediment, erosion, and water quality impacts:

- Good Site “Housekeeping”
- Sediment Controls
- Run-on and Run-off Controls

- Inspection, Maintenance, and Repair of BMPs
- Numeric Action Levels:
 - Turbidity: 250 Nephelometric Turbidity Units
 - pH: 6.5–8.5
- Rain Event Action Plan
- Effluent Monitoring

As part of the NPDES requirements, the contractor will be required to identify and implement BMPs that would ensure no debris or other pollutants from the construction of the overhead structures and potential culvert widening enter Buffalo Creek or the Folsom South Canal. Appropriate BMPs would also be incorporated into project plans to protect worker safety, and applicable hazardous materials regulations pertaining to collection, testing, and disposal of contaminated groundwater would be followed.

MM 3.2.8-5a Treatment BMPs will be implemented as required by NPDES permits to remove pollutants from runoff water. Specific BMPs would be identified as project design advances and would be identified in final design plans; however, detention basins, swales, and other on-site measures have been identified as potential BMPs to remove pollutants from runoff water. With implementation of BMPs required by NPDES permits, and with adherence to other applicable water quality regulations, pollutant levels in stormwater runoff would not be expected to exceed applicable water quality standards.

MM 3.2.8-5b To accommodate the additional runoff, the project will include a new drainage system that will collect runoff water from the interchange facility and infiltrate it into the ground. The new drainage system will be designed to accommodate all collected runoff and will ensure that the runoff would not enter the Folsom South Canal. Design measures will be incorporated into slopes, benching, rounding, and terraces to minimize concentrated flows. Where feasible, 4:1 slopes will be included in the project design to minimize the potential for concentrated flows. Revegetation and landscaping would also be incorporated into design to reduce water flow and erosion potential.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. Implementation of mitigation measures to protect water quality, including MM 3.2.8-1a, MM 3.2.8-1b, MM 3.2.8-1c, MM 3.2.8-5a, and MM 3.2.8-5b would serve to reduce these potential impacts from discharge of roadway pollutants into the intermittent creek to **less than significant** after mitigation.

Rationale: Implementation of mitigation measures to protect water quality, including MM 3.2.8-1a, MM 3.2.8-1b, MM 3.2.8-1c, MM 3.2.8-5a, and MM 3.2.8-5b will substantially reduce the potential impacts from discharge of roadway pollutants into the intermittent creek. With the implementation of these measures, the impact will be **less than significant**.

3.2.15 TREE LOSS (PROJECT LEVEL IMPACT)

Impact 3.2.15-2: During construction, Alternative 3 may damage trees identified for preservation through encroachment of construction activities within the tree driplines. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.15-2 The following measures from the Sacramento County Tree Preservation Ordinance (County Code Title 19.12), which was adopted by the City of Rancho Cordova, will be implemented as part of the proposed project to avoid and minimize damage to preserved trees during project construction:

- During project development, the size of the work area limits will be reduced and minimized to the smallest amount feasible within sensitive habitat areas.
- A circle with a radius measurement from the trunk of the tree to the tip of its longest limb shall constitute the dripline protection area of each tree. Limbs must not be cut back in order to change the dripline. The area beneath the dripline is a critical portion of the root zone and defines the minimum protected area of each tree. Removing limbs that make up the dripline does not change the protected area.
- Protective fencing shall be installed at the driplines of the protected trees prior to the start of any construction work (including grading or placement of vehicles on site), in order to avoid damage to the trees and their root systems. This fencing may be installed around the outermost dripline of clusters of trees proposed for protection, rather than individual trees. Fencing shall be shown on all project plans.
- No vehicles, construction equipment, mobile home/office, supplies, materials, or facilities shall be driven, parked, stockpiled, or located within the driplines of protected trees. A laminated sign indicating such shall be attached to fencing surrounding trees on-site.
- No grading (grade cuts or fills) shall be allowed within the driplines of protected trees.
- Drainage patterns on the site shall not be modified so that water collects or stands within, or is diverted across, the dripline of any protected tree.
- No trenching shall be allowed within the driplines of protected trees. If it is absolutely necessary to install underground utilities within the dripline of a protected tree, the utility line shall be bored and jacked under the supervision of a certified arborist.

- The construction of impervious surfaces within the driplines of protected trees shall be stringently minimized. When it is absolutely necessary, a piped aeration system shall be installed under the supervision of a certified arborist. Wherever possible, pervious concrete shall be used as an alternative to traditional concrete, when it is required under tree driplines.
- No sprinkler or irrigation system shall be installed in such a manner that sprays water or requires trenching within the driplines of protected trees. An aboveground drip irrigation system is recommended.
- Landscaping beneath protected trees may include non-plant materials such as bark mulch or wood chips. The only plant species that shall be planted within the driplines of protected trees are those that are tolerant of the natural environs of the trees. Limited drip irrigation approximately twice per summer is recommended for the understory plants.
- Any protected trees on the site, which require pruning, shall be pruned by an arborist prior to the start of construction work. All pruning shall be in accordance with the American National Standards Institute A300 pruning standards and the International Society of Arboriculture's "Tree Pruning Guidelines."
- No signs, ropes, cables (except those which may be installed by an arborist to provide limb support), or any other items shall be attached to the protected trees.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. Implementation of the proposed measure would reduce impacts to protected trees to **less than significant** after mitigation.

Rationale: Implementation of the above mitigation measure would protect trees identified for preservation during construction from impacts to ensure their protection. With the implementation of these measures, the impact will be **less than significant**.

Impact 3.2.15-3: The implementation of Alternative 3 could result in the direct removal of approximately 130 native trees measuring a total of 2,866 inches diameter at breast height (dbh). Of these, 63 trees are native oaks, measuring a total of 1,230 inches dbh, protected under Tree Protection Ordinances. Additionally, there are approximately 20 trees that could be indirectly impacted by project construction. Of these, 13 are native oaks that are protected under Tree Protection Ordinances. The impact of removing or indirectly impacting mature oak and other native tree species is considered **potentially significant**.

Mitigation Measures

- MM 3.2.15-3a** Any trees protected by the Tree Preservation Ordinance or the Rancho Cordova General Plan requiring removal for project construction will either be compensated for by replacement, purchase of habitat conservation areas to protect existing woodland habitats, through contribution to tree planting programs or in-lieu fee programs in the area, or through some combination of these options to achieve no net loss of trees from the project.

Prior to any groundbreaking activities, the City Planning Department will determine which trees would be suitable candidates for protection and which trees will need to be mitigated if removed. Trees that would be removed or otherwise harmed by the project shall be mitigated for as described below.

- MM 3.2.15-3b** Prior to any groundbreaking activity, a Replacement Tree Planting Plan shall be prepared by an arborist or landscape architect. The Replacement Tree Planting Plan(s) shall follow the standards set forth in the City of Rancho Cordova Municipal Code and shall include the following minimum elements:

- Species, size, and locations of all replacement plantings.
- Method of irrigation.
- A tree planting detail, including a 10-foot depth-boring hole to provide for adequate drainage.
- Planting, irrigation, and maintenance schedules.
- Identification of the maintenance entity and a written agreement with that entity, if other than the City of Rancho Cordova, to provide care and irrigation of the trees for a five-year establishment period and to replace any of the replacement trees which do not survive during that period.

Replacement inches will be calculated based on the following size categories.

- One J-pot = 0.5 inch dbh
- One 15-gallon tree = 1 inch dbh
- One 24-inch box tree = 2 inches dbh
- One 36-inch box tree = 3 inches dbh

In order to meet some of the mitigation requirements, existing native trees on-site proposed for removal that are less than 6 inches dbh and are in fair or better condition may be transplanted to the new planting area. If existing trees are successfully transplanted, mitigation requirements may be reduced.

No replacement tree shall be planted within 15 feet of a building foundation or other known areas of future ground disturbance. The minimum spacing for replacement trees shall be 15 feet on center.

J-pots may be planted closer at the discretion of the City Arborist or the consulting arborist.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. Implementation of MM 3.2.15-3a and MM 3.2.15-3b would reduce impacts to protected trees to **less than significant** after mitigation.

Rationale: Implementation of the above mitigation measures would mitigate loss of trees during construction through requiring replacement in accordance with specified standards. With the implementation of these measures, the impact will be **less than significant**.

3.2.16 ANIMAL SPECIES

Aquatic Invertebrates

Impact 3.2.16-1: Construction of Alternative 3 may result in the degradation of habitat for midvalley fairy shrimp through introduction of sedimentation and debris into isolated seasonal wetland and vernal pool habitat. Construction activities could also result in minor fuel and oil spills from the maintenance of construction equipment, which could result in adverse effects to the aquatic environment. This would be considered a **potentially significant impact**.

Mitigation Measures

- MM 3.2.16-1** The following measures will be implemented as part of the proposed project to avoid and minimize project effects to aquatic habitat (vernal pools and isolated seasonal wetlands) supporting special-status aquatic invertebrate species:
- During project development, the size of the work area limits will be minimized within sensitive habitat areas.
 - Orange Environmentally Sensitive Area (ESA) fencing and silt fencing will be installed between the construction limits and the seasonal wetlands and vernal pool.
 - Appropriate hazardous materials management practices will be implemented to reduce the possibility of chemical spills or releases of contaminants.
 - Standard BMPs will be implemented during and after construction to protect water quality in sensitive habitat areas during construction, including: appropriate hazardous materials management practices to reduce the possibility of chemical spills or releases of contaminants; and standard staging area practices for sediment-tracking reduction such as vehicle washing and street-sweeping.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR.

After implementation of mitigation measure MM 3.2.16-1, the project's impacts to aquatic invertebrate habitat would be **less than significant**.

Rationale: MM 3.2.16-1 will protect habitat areas from construction activities by limiting work areas and requiring the implementation of specific measures to avoid or reduce impacts on aquatic habitats. With the implementation of these measures, the impact will be **less than significant**.

Impact 3.2.16-2: Implementation of Alternative 3 would result in the direct removal (fill) of approximately 0.58 acres of isolated seasonal wetlands, which may provide habitat for midvalley fairy shrimp. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.14-4a As permanent and temporary direct impacts would occur to Buffalo Creek, which is a USACE jurisdictional feature, compensatory mitigation for direct impacts would be required, as follows.

The City will execute a revegetation plan with three years of monitoring for the temporary degradation of intermittent creek habitat. The specific goals and criteria will aim to fully restore the functions and values to levels that are statistically identical or superior to that of adjacent habitat.

MM 3.2.14-4b The City shall obtain all necessary permits required by the CWA and a Streambed Alteration Agreement from CDFW and implement all conditions specified in those permits:

- Section 404 permit from USACE for fill of waters of the United States, including wetlands.
- Section 401 water quality waiver or certification from RWQCB.
- Streambed Alteration Agreement from CDFW.

MM 3.2.14-4c The City shall ensure that the proposed project would result in no net loss of waters of the U.S. Where a Section 404 Permit has been issued by the USACE, or an application has been made to obtain a Section 404 Permit, the Mitigation and Management Plan required by that permit or proposed to satisfy the requirements of the USACE for granting a permit, may be submitted for purposes of achieving a no net loss of wetlands. Compensatory mitigation may consist of: (1) obtaining credits from a mitigation bank; (2) making a payment to an in-lieu fee program that will conduct wetland, stream or other aquatic resource restoration, creation, enhancement, or preservation activities; these programs are generally administered by government agencies or nonprofit organizations that have established an agreement with the regulatory agencies to use in-lieu fee payments collected from permit applicants; and/or (3) providing compensatory mitigation through an aquatic

resource restoration, establishment, enhancement and/or preservation activity. This last type of compensatory mitigation may be provided at or adjacent to the impact site (i.e., on-site mitigation) or at another location, usually within the same watershed as the permitted impact (i.e., off-site mitigation). The project proponent/permit applicant retains responsibility for the implementation and success of the mitigation project.

MM 3.2.14-4d The following measures will be implemented as part of the proposed project to avoid and minimize project effects to Buffalo Creek:

- During project development, the size of the work area limits will be reduced to the smallest amount feasible within sensitive habitat areas. The interchange structure will be elevated, resulting in avoidance of any fill of intermittent creek habitat where it lies south of U.S. 50.
- Impacts to the water quality of the intermittent creek within the BSA will be minimized by implementing BMPs and an erosion and sediment control plan that minimize impacts to water quality within the creek.
- Measures to avoid temporary and indirect impacts would include fencing off the intermittent creek with orange construction fencing and limiting construction equipment access across the channel within the BSA.
- To reduce potential impacts to vegetation and aquatic habitat associated with accidental spills of pollutants (e.g., fuel, oil, grease), the construction contractor will implement appropriate hazardous materials management practices to reduce the possibility of chemical spills or releases of contaminants, including any non-stormwater discharge.

In addition, standard staging area practices for sediment-tracking reduction will also be implemented where necessary, including vehicle washing and street sweeping.

MM 3.2.16-1 The following measures will be implemented as part of the proposed project to avoid and minimize project effects to aquatic habitat (vernal pools and isolated seasonal wetlands) supporting special-status aquatic invertebrate species:

- During project development, the size of the work area limits will be minimized within sensitive habitat areas.
- Orange Environmentally Sensitive Area (ESA) fencing and silt fencing will be installed between the construction limits and the seasonal wetlands and vernal pool.

- Appropriate hazardous materials management practices will be implemented to reduce the possibility of chemical spills or releases of contaminants.
- Standard BMPs will be implemented during and after construction to protect water quality in sensitive habitat areas during construction, including: appropriate hazardous materials management practices to reduce the possibility of chemical spills or releases of contaminants; and standard staging area practices for sediment-tracking reduction such as vehicle washing and street-sweeping.

MM 3.2.17-3 The following measures will be implemented as part of the project to avoid and minimize project effects to aquatic habitat (vernal pools and isolated seasonal wetlands) supporting threatened and endangered aquatic invertebrate species:

- During project development, the size of the work area limits will be minimized within sensitive habitat areas.
- Temporary impacts from aquatic habitat disturbance would be avoided by installing protective silt fencing between the aquatic habitats and the construction area limits to prevent accidental disturbance during construction and to protect water quality within the aquatic habitats during construction.
- Standard BMPs would be implemented during and after construction to protect water quality in sensitive habitat areas during construction.

A comprehensive plan for avoidance, on-site mitigation, off-site mitigation, or other compensation will be developed in cooperation with relevant state and federal agencies. To compensate for the permanent direct impacts to listed vernal pool crustacean habitat (isolated seasonal wetlands), the City of Rancho Cordova will purchase mitigation credits at a USFWS-approved conservation bank to offset the loss of isolated seasonal wetland habitat as a result of the project at a 3:1 ratio (3 acres of mitigation for every 1 acre lost). Because the project would not directly fill any vernal pools, no direct impacts would occur; therefore, no mitigation would be necessary to compensate for direct impacts to vernal pools under USFWS guidelines. To compensate for indirect impacts to 0.34 acres of vernal pools and indirect impacts to 0.23 acres of isolated seasonal wetlands, the City of Rancho Cordova will purchase mitigation credits at a USFWS-approved conservation bank to offset the loss of indirectly impacted vernal pool and isolated seasonal wetland habitat as a result of the project at a 2:1 ratio (2 acres of mitigation for every 1 acre indirectly impacted).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR.

Implementation of mitigation measures MM 3.2.14-4a, MM 3.2.14-4b, MM 3.2.14-4c, MM 3.2.14-4, MM 3.2.16-1, MM 3.2.17-3 would reduce the project's effects to midvalley fairy shrimp habitat to **less than significant** after mitigation.

Rationale: Implementation of mitigation measures MM 3.2.14-4a, MM 3.2.14-4b, MM 3.2.14-4c, MM 3.2.14-4, MM 3.2.16-1, MM 3.2.17-3 would avoid or minimize impacts and requires full mitigation of all indirect and direct loss of habitat through specified compensation requirements and replacement ratios. With the implementation of these measures, the impact will be **less than significant**.

Impact 3.2.16-3: Alternative 3 may indirectly impact vernal pool and seasonal wetland habitat that supports special-status invertebrate species, through the disturbance of 0.34 acres of vernal pool habitat and 0.23 acres of isolated seasonal wetland habitat located within 250 feet of the project construction area. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.14-4a As permanent and temporary direct impacts would occur to Buffalo Creek, which is a USACE jurisdictional feature, compensatory mitigation for direct impacts would be required, as follows.

The City will execute a revegetation plan with three years of monitoring for the temporary degradation of intermittent creek habitat. The specific goals and criteria will aim to fully restore the functions and values to levels that are statistically identical or superior to that of adjacent habitat.

MM 3.2.14-4b The City shall obtain all necessary permits required by the CWA and a Streambed Alteration Agreement from CDFW and implement all conditions specified in those permits:

- Section 404 permit from USACE for fill of waters of the United States, including wetlands.
- Section 401 water quality waiver or certification from RWQCB.
- Streambed Alteration Agreement from CDFW.

MM 3.2.14-4c The City shall ensure that the proposed project would result in no net loss of waters of the U.S. Where a Section 404 Permit has been issued by the USACE, or an application has been made to obtain a Section 404 Permit, the Mitigation and Management Plan required by that permit or proposed to satisfy the requirements of the USACE for granting a permit, may be submitted for purposes of achieving a no net loss of wetlands. Compensatory mitigation may consist of: (1) obtaining credits from a mitigation bank; (2) making a payment to an in-lieu fee program that will conduct wetland, stream or other aquatic resource restoration, creation, enhancement, or preservation activities; these programs are generally administered by government agencies

or nonprofit organizations that have established an agreement with the regulatory agencies to use in-lieu fee payments collected from permit applicants; and/or (3) providing compensatory mitigation through an aquatic resource restoration, establishment, enhancement and/or preservation activity. This last type of compensatory mitigation may be provided at or adjacent to the impact site (i.e., on-site mitigation) or at another location, usually within the same watershed as the permitted impact (i.e., off-site mitigation). The project proponent/permit applicant retains responsibility for the implementation and success of the mitigation project.

MM 3.2.14-4d The following measures will be implemented as part of the proposed project to avoid and minimize project effects to Buffalo Creek:

- During project development, the size of the work area limits will be reduced to the smallest amount feasible within sensitive habitat areas. The interchange structure will be elevated, resulting in avoidance of any fill of intermittent creek habitat where it lies south of U.S. 50.
- Impacts to the water quality of the intermittent creek within the BSA will be minimized by implementing BMPs and an erosion and sediment control plan that minimize impacts to water quality within the creek.
- Measures to avoid temporary and indirect impacts would include fencing off the intermittent creek with orange construction fencing and limiting construction equipment access across the channel within the BSA.
- To reduce potential impacts to vegetation and aquatic habitat associated with accidental spills of pollutants (e.g., fuel, oil, grease), the construction contractor will implement appropriate hazardous materials management practices to reduce the possibility of chemical spills or releases of contaminants, including any non-stormwater discharge.

In addition, standard staging area practices for sediment-tracking reduction will also be implemented where necessary, including vehicle washing and street sweeping.

MM 3.2.16-1 The following measures will be implemented as part of the proposed project to avoid and minimize project effects to aquatic habitat (vernal pools and isolated seasonal wetlands) supporting special-status aquatic invertebrate species:

- During project development, the size of the work area limits will be minimized within sensitive habitat areas.
- Orange Environmentally Sensitive Area (ESA) fencing and silt fencing will be installed between the construction limits and the seasonal wetlands and vernal pool.

- Appropriate hazardous materials management practices will be implemented to reduce the possibility of chemical spills or releases of contaminants.
- Standard BMPs will be implemented during and after construction to protect water quality in sensitive habitat areas during construction, including: appropriate hazardous materials management practices to reduce the possibility of chemical spills or releases of contaminants; and standard staging area practices for sediment-tracking reduction such as vehicle washing and street-sweeping.

MM 3.2.17-3

The following measures will be implemented as part of the project to avoid and minimize project effects to aquatic habitat (vernal pools and isolated seasonal wetlands) supporting threatened and endangered aquatic invertebrate species:

- During project development, the size of the work area limits will be minimized within sensitive habitat areas.
- Temporary impacts from aquatic habitat disturbance would be avoided by installing protective silt fencing between the aquatic habitats and the construction area limits to prevent accidental disturbance during construction and to protect water quality within the aquatic habitats during construction.
- Standard BMPs would be implemented during and after construction to protect water quality in sensitive habitat areas during construction.

A comprehensive plan for avoidance, on-site mitigation, off-site mitigation, or other compensation will be developed in cooperation with relevant state and federal agencies. To compensate for the permanent direct impacts to listed vernal pool crustacean habitat (isolated seasonal wetlands), the City of Rancho Cordova will purchase mitigation credits at a USFWS-approved conservation bank to offset the loss of isolated seasonal wetland habitat as a result of the project at a 3:1 ratio (3 acres of mitigation for every 1 acre lost). Because the project would not directly fill any vernal pools, no direct impacts would occur; therefore, no mitigation would be necessary to compensate for direct impacts to vernal pools under USFWS guidelines. To compensate for indirect impacts to 0.34 acres of vernal pools and indirect impacts to 0.23 acres of isolated seasonal wetlands, the City of Rancho Cordova will purchase mitigation credits at a USFWS-approved conservation bank to offset the loss of indirectly impacted vernal pool and isolated seasonal wetland habitat as a result of the project at a 2:1 ratio (2 acres of mitigation for every 1 acre indirectly impacted).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. Implementation of mitigation measure MM 3.2.17-3- MM 3.2.14-4b through d, and MM 3.2.16-1 would reduce the project's effects to special-status invertebrate species habitat to **less than significant** after mitigation.

Rationale: Implementation of mitigation measure 3.2.17-3, 3.2.14-4b through d, and 3.2.16-1 would minimize impact and requires full mitigation of all indirect and direct loss of habitat through specified compensation requirements and replacement ratios. With the implementation of this measure, the impact will be **less than significant**.

Western Spadefoot Toad

Impact 3.2.16-4: Alternative 3 would result in the removal of approximately 0.30 acres of seasonal wetland habitat that could provide habitat for the western spadefoot toad. Additionally, the project may result in indirect impacts to the western spadefoot toad through increased human/wildlife interactions, habitat fragmentation, encroachment by exotic weeds, and areawide changes in surface water flows due to development of previously undeveloped areas. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.14-4a As permanent and temporary direct impacts would occur to Buffalo Creek, which is a USACE jurisdictional feature, compensatory mitigation for direct impacts would be required, as follows.

The City will execute a revegetation plan with three years of monitoring for the temporary degradation of intermittent creek habitat. The specific goals and criteria will aim to fully restore the functions and values to levels that are statistically identical or superior to that of adjacent habitat.

MM 3.2.14-4b The City shall obtain all necessary permits required by the CWA and a Streambed Alteration Agreement from CDFW and implement all conditions specified in those permits:

- Section 404 permit from USACE for fill of waters of the United States, including wetlands.
- Section 401 water quality waiver or certification from RWQCB.
- Streambed Alteration Agreement from CDFW.

MM 3.2.14-4c The City shall ensure that the proposed project would result in no net loss of waters of the U.S. Where a Section 404 Permit has been issued by the USACE, or an application has been made to obtain a Section 404 Permit, the

Mitigation and Management Plan required by that permit or proposed to satisfy the requirements of the USACE for granting a permit, may be submitted for purposes of achieving a no net loss of wetlands. Compensatory mitigation may consist of: (1) obtaining credits from a mitigation bank; (2) making a payment to an in-lieu fee program that will conduct wetland, stream or other aquatic resource restoration, creation, enhancement, or preservation activities; these programs are generally administered by government agencies or nonprofit organizations that have established an agreement with the regulatory agencies to use in-lieu fee payments collected from permit applicants; and/or (3) providing compensatory mitigation through an aquatic resource restoration, establishment, enhancement and/or preservation activity. This last type of compensatory mitigation may be provided at or adjacent to the impact site (i.e., on-site mitigation) or at another location, usually within the same watershed as the permitted impact (i.e., off-site mitigation). The project proponent/permit applicant retains responsibility for the implementation and success of the mitigation project.

MM 3.2.14-4d The following measures will be implemented as part of the proposed project to avoid and minimize project effects to Buffalo Creek:

- During project development, the size of the work area limits will be reduced to the smallest amount feasible within sensitive habitat areas. The interchange structure will be elevated, resulting in avoidance of any fill of intermittent creek habitat where it lies south of U.S. 50.
- Impacts to the water quality of the intermittent creek within the BSA will be minimized by implementing BMPs and an erosion and sediment control plan that minimize impacts to water quality within the creek.
- Measures to avoid temporary and indirect impacts would include fencing off the intermittent creek with orange construction fencing and limiting construction equipment access across the channel within the BSA.
- To reduce potential impacts to vegetation and aquatic habitat associated with accidental spills of pollutants (e.g., fuel, oil, grease), the construction contractor will implement appropriate hazardous materials management practices to reduce the possibility of chemical spills or releases of contaminants, including any non-stormwater discharge.

In addition, standard staging area practices for sediment-tracking reduction will also be implemented where necessary, including vehicle washing and street sweeping.

MM 3.2.16-1 The following measures will be implemented as part of the proposed project to avoid and minimize project effects to aquatic habitat (vernal pools and isolated seasonal wetlands) supporting special-status aquatic invertebrate species:

- During project development, the size of the work area limits will be minimized within sensitive habitat areas.
- Orange Environmentally Sensitive Area (ESA) fencing and silt fencing will be installed between the construction limits and the seasonal wetlands and vernal pool.
- Appropriate hazardous materials management practices will be implemented to reduce the possibility of chemical spills or releases of contaminants.
- Standard BMPs will be implemented during and after construction to protect water quality in sensitive habitat areas during construction, including: appropriate hazardous materials management practices to reduce the possibility of chemical spills or releases of contaminants; and standard staging area practices for sediment-tracking reduction such as vehicle washing and street-sweeping.

MM 3.2.17-3

The following measures will be implemented as part of the project to avoid and minimize project effects to aquatic habitat (vernal pools and isolated seasonal wetlands) supporting threatened and endangered aquatic invertebrate species:

- During project development, the size of the work area limits will be minimized within sensitive habitat areas.
- Temporary impacts from aquatic habitat disturbance would be avoided by installing protective silt fencing between the aquatic habitats and the construction area limits to prevent accidental disturbance during construction and to protect water quality within the aquatic habitats during construction.
- Standard BMPs would be implemented during and after construction to protect water quality in sensitive habitat areas during construction.

A comprehensive plan for avoidance, on-site mitigation, off-site mitigation, or other compensation will be developed in cooperation with relevant state and federal agencies. To compensate for the permanent direct impacts to listed vernal pool crustacean habitat (isolated seasonal wetlands), the City of Rancho Cordova will purchase mitigation credits at a USFWS-approved conservation bank to offset the loss of isolated seasonal wetland habitat as a result of the project at a 3:1 ratio (3 acres of mitigation for every 1 acre lost). Because the project would not directly fill any vernal pools, no direct impacts would occur; therefore, no mitigation would be necessary to compensate for direct impacts to vernal pools under USFWS guidelines. To compensate for indirect impacts to 0.34 acres of vernal pools and indirect impacts to 0.23 acres of isolated seasonal wetlands, the City of Rancho Cordova will purchase

mitigation credits at a USFWS-approved conservation bank to offset the loss of indirectly impacted vernal pool and isolated seasonal wetland habitat as a result of the project at a 2:1 ratio (2 acres of mitigation for every 1 acre indirectly impacted).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. Implementation of mitigation measure MM 3.2.17-3, 3.2.14-4b through d, and 3.2.16-1 would reduce the project's effects to western spadefoot toad habitat to **less than significant** after mitigation.

Rationale: Implementation of mitigation measure MM 3.2.17-3, 3.2.14-4b through d, and 3.2.16-1 would minimize impact and requires full mitigation of all indirect and direct loss of habitat through specified compensation requirements and replacement ratios. Avoidance and minimization measures implemented for effects to listed aquatic invertebrate species habitats (i.e., seasonal wetlands and vernal pools) will also mitigate for impacts on the western spadefoot toad, as they share similar habitats. With the implementation of these measures, the impact will be **less than significant**.

Impact 3.2.16-5: During project construction, there is potential that impacts to this species could occur, either through injury or death of adults or tadpoles during project construction or through destruction of eggs through destruction of nest sites. Activities that produce low frequency noise and vibration in or near habitat for western spadefoot toads may be detrimental to the species. Spadefoot toads are extremely sensitive to such stimuli, which cause them to break dormancy and emerge from their burrows. This could result in mortality or reduced productivity. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.16-5a Prior to the start of construction activities that would disturb western spadefoot toad habitat, a biological monitor shall survey for the presence of adult toads. If adult toads are present, then they shall be relocated prior to disturbance of habitat. This relocation shall be done in consultation with CDFW.

MM 3.2.16-5b The City shall provide a Worker Environmental Awareness Program (WEAP) for all employees working within the BSA so that they are aware of resources in the area, required measures and practices for protecting biological resources, and contacts and procedures in case wildlife is injured or encountered during construction.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. Implementation of mitigation measures MM 3.2.16-5a and MM 3.2.16-5b would protect western spadefoot toads during construction through relocation or avoidance. Therefore, the impact on

western spadefoot toads during construction would be reduced to **less than significant** after mitigation.

Rationale: Implementation of mitigation measures MM 3.2.16-5a and MM 3.2.16-5b would protect western spadefoot toads during construction through relocation or avoidance. With the implementation of these measures, the impact will be **less than significant**.

Western Pond Turtle

Impact 3.2.16-6: Alternative 3 would result in direct removal of approximately 0.30 acres of isolated seasonal wetland, which may provide habitat for the western pond turtle. This species may utilize up to 15.87 acres of nonnative grasslands for over-wintering and nesting habitat that would be directly impacted by the proposed project either permanently or temporarily. Additionally, the project may result in indirect impacts to the western pond turtle through increased human/wildlife interactions, habitat fragmentation, encroachment by exotic weeds, and areawide changes in surface water flows due to development of previously undeveloped areas. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.14-4a As permanent and temporary direct impacts would occur to Buffalo Creek, which is a USACE jurisdictional feature, compensatory mitigation for direct impacts would be required, as follows.

The City will execute a revegetation plan with three years of monitoring for the temporary degradation of intermittent creek habitat. The specific goals and criteria will aim to fully restore the functions and values to levels that are statistically identical or superior to that of adjacent habitat.

MM 3.2.14-4b The City shall obtain all necessary permits required by the CWA and a Streambed Alteration Agreement from CDFW and implement all conditions specified in those permits:

- Section 404 permit from USACE for fill of waters of the United States, including wetlands.
- Section 401 water quality waiver or certification from RWQCB.
- Streambed Alteration Agreement from CDFW.

MM 3.2.14-4c The City shall ensure that the proposed project would result in no net loss of waters of the U.S. Where a Section 404 Permit has been issued by the USACE, or an application has been made to obtain a Section 404 Permit, the Mitigation and Management Plan required by that permit or proposed to satisfy the requirements of the USACE for granting a permit, may be submitted for purposes of achieving a no net loss of wetlands. Compensatory

mitigation may consist of: (1) obtaining credits from a mitigation bank; (2) making a payment to an in-lieu fee program that will conduct wetland, stream or other aquatic resource restoration, creation, enhancement, or preservation activities; these programs are generally administered by government agencies or nonprofit organizations that have established an agreement with the regulatory agencies to use in-lieu fee payments collected from permit applicants; and/or (3) providing compensatory mitigation through an aquatic resource restoration, establishment, enhancement and/or preservation activity. This last type of compensatory mitigation may be provided at or adjacent to the impact site (i.e., on-site mitigation) or at another location, usually within the same watershed as the permitted impact (i.e., off-site mitigation). The project proponent/permit applicant retains responsibility for the implementation and success of the mitigation project.

MM 3.2.14-4d The following measures will be implemented as part of the proposed project to avoid and minimize project effects to Buffalo Creek:

- During project development, the size of the work area limits will be reduced to the smallest amount feasible within sensitive habitat areas. The interchange structure will be elevated, resulting in avoidance of any fill of intermittent creek habitat where it lies south of U.S. 50.
- Impacts to the water quality of the intermittent creek within the BSA will be minimized by implementing BMPs and an erosion and sediment control plan that minimize impacts to water quality within the creek.
- Measures to avoid temporary and indirect impacts would include fencing off the intermittent creek with orange construction fencing and limiting construction equipment access across the channel within the BSA.
- To reduce potential impacts to vegetation and aquatic habitat associated with accidental spills of pollutants (e.g., fuel, oil, grease), the construction contractor will implement appropriate hazardous materials management practices to reduce the possibility of chemical spills or releases of contaminants, including any non-stormwater discharge.

In addition, standard staging area practices for sediment-tracking reduction will also be implemented where necessary, including vehicle washing and street sweeping.

MM 3.2.16-1 The following measures will be implemented as part of the proposed project to avoid and minimize project effects to aquatic habitat (vernal pools and isolated seasonal wetlands) supporting special-status aquatic invertebrate species:

- During project development, the size of the work area limits will be minimized within sensitive habitat areas.

- Orange Environmentally Sensitive Area (ESA) fencing and silt fencing will be installed between the construction limits and the seasonal wetlands and vernal pool.
- Appropriate hazardous materials management practices will be implemented to reduce the possibility of chemical spills or releases of contaminants.
- Standard BMPs will be implemented during and after construction to protect water quality in sensitive habitat areas during construction, including: appropriate hazardous materials management practices to reduce the possibility of chemical spills or releases of contaminants; and standard staging area practices for sediment-tracking reduction such as vehicle washing and street-sweeping.

MM 3.2.17-3

The following measures will be implemented as part of the project to avoid and minimize project effects to aquatic habitat (vernal pools and isolated seasonal wetlands) supporting threatened and endangered aquatic invertebrate species:

- During project development, the size of the work area limits will be minimized within sensitive habitat areas.
- Temporary impacts from aquatic habitat disturbance would be avoided by installing protective silt fencing between the aquatic habitats and the construction area limits to prevent accidental disturbance during construction and to protect water quality within the aquatic habitats during construction.
- Standard BMPs would be implemented during and after construction to protect water quality in sensitive habitat areas during construction.

A comprehensive plan for avoidance, on-site mitigation, off-site mitigation, or other compensation will be developed in cooperation with relevant state and federal agencies. To compensate for the permanent direct impacts to listed vernal pool crustacean habitat (isolated seasonal wetlands), the City of Rancho Cordova will purchase mitigation credits at a USFWS-approved conservation bank to offset the loss of isolated seasonal wetland habitat as a result of the project at a 3:1 ratio (3 acres of mitigation for every 1 acre lost). Because the project would not directly fill any vernal pools, no direct impacts would occur; therefore, no mitigation would be necessary to compensate for direct impacts to vernal pools under USFWS guidelines. To compensate for indirect impacts to 0.34 acres of vernal pools and indirect impacts to 0.23 acres of isolated seasonal wetlands, the City of Rancho Cordova will purchase mitigation credits at a USFWS-approved conservation bank to offset the loss of indirectly impacted vernal pool and isolated seasonal wetland habitat as a

result of the project at a 2:1 ratio (2 acres of mitigation for every 1 acre indirectly impacted).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. Implementation of mitigation measures MM 3.2.17-3, 3.2.14-4b through d, and 3.2.16-1 would reduce the project's effects to western pond turtle habitat to **less than significant** after mitigation.

Rationale: Implementation of mitigation measures MM 3.2.17-3, 3.2.14-4b through d, and 3.2.16-1 would minimize impact and requires full mitigation of all indirect and direct loss of habitat through specified compensation requirements and replacement ratios. Avoidance and minimization measures implemented for effects to listed aquatic invertebrate species habitats (i.e., seasonal wetlands and vernal pools) will also mitigate for impacts on the western pond turtle, as they share similar habitats. With the implementation of this measure, the impact will be **less than significant**.

Impact 3.2.16-7: If this species is nesting or over-wintering in the ground during construction activities, loss of individuals may occur. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.16-7 The City shall include information on the western pond turtle in its WEAP for all employees working within the BSA as described in the mitigation measure above.

Prior to the start of construction activities that would disturb western pond turtle habitat, a biological monitor shall survey for the presence of turtles. If turtles are present, they shall be relocated prior to disturbance of habitat. This relocation shall be done in consultation with CDFW.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. Implementation of mitigation measure MM 3.2.16-7 would protect western pond turtle during construction through relocation or avoidance. Therefore, the impact on western pond turtle during construction would be reduced to **less than significant** after mitigation.

Rationale: Implementation of mitigation measure MM 3.2.16-7 would protect western pond turtle during construction through relocation or avoidance. With the implementation of these measures, the impact will be **less than significant**.

Western Burrowing Owl

Impact 3.2.16-9: Alternative 3 may result in impacts to western burrowing owls during project construction through injury or death of individuals from construction activities, destruction of nest sites, and/or through disturbance of nesting activities. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.16-9a A qualified biologist shall perform burrowing owl surveys in order to determine burrow locations within 30 days prior to construction using CDFW and California Burrowing Owl Consortium guidelines. The breeding period for burrowing owls is between February 1 and August 31 with the peak being between April 15 and July 15 (the recommended survey window). If construction is delayed or suspended for more than 30 days after the survey, the area shall be resurveyed.

- Surveys for occupied burrows shall be completed within all construction areas and within 250 feet out from the proposed project work areas (where possible and appropriate based on habitat). All occupied burrows will be mapped on an aerial photo.
- At least 15 days prior to the expected start of any project-related ground disturbance activities or the restart of activities, the City shall provide the burrowing owl survey report and mapping to the CDFW.

MM 3.2.16-9b If burrowing owls are identified during preconstruction surveys, the following actions shall be taken by the City to offset impacts during construction:

1. All occupied burrows within 160 feet of all project construction during the non-breeding season of September 1 through January 31, or all occupied burrows within 250 feet of all project construction during the breeding season of February 1 through August 31, shall be clearly marked with flags to identify burrow locations.
2. If unpaired owls or paired owls are present in or within 160 feet of areas scheduled for disturbance or degradation (e.g., grading) and nesting is not occurring, owls are to be removed by a qualified biologist per CDFW-approved passive relocation protocols. Passive relocation requires the use of one-way exclusion doors, which must remain in place at least 48 hours prior to site disturbance to ensure owls have left the burrow prior to construction.
3. If paired owls are nesting in areas scheduled for disturbance or degradation, nest(s) shall be avoided from February 1 through August 31 by a minimum of a 250-foot buffer or until fledging has occurred. Following fledging, owls may be passively relocated by a qualified biologist.
4. When destruction of occupied burrows is unavoidable, existing unsuitable burrows should be enhanced (enlarged or cleared of debris) or new burrows created (by installing artificial burrows) at a ratio of 2:1 on a protected lands site.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measures MM 3.2.16-9a and MM 3.2.16-9b, which will reduce the project's construction impacts to western burrowing owls to **less than significant** after mitigation.

Rationale: MM 3.2.16-9a and MM 3.2.16-9b provide for protective measures, including surveys, avoidance, passive relocation, and the enhancement or creation of new borrows to avoid or reduce the loss of owls or its habitat during project construction. With the implementation of these measures, the impact will be **less than significant**.

Other Raptor Species

Impact 3.2.16-10: Alternative 3 would result in the permanent loss of approximately 13.13 acres of suitable raptor foraging habitat. Within this area, the project would permanently impact approximately 11.82 acres of nonnative grassland from the construction of the interchange ramps and roadway extension, and would also impact 1.51 acres of nonnative grassland that would be shaded by the overpass and would therefore no longer be suitable raptor-foraging habitat. Additionally, the project would result in the loss of native vegetation associated with the Fremont cottonwood-oak woodland, Fremont cottonwood woodland, and coyote brush scrub habitat. This native vegetation supports wildlife that is an important food source for birds of prey. Finally, the proposed project could result in indirect impacts to special-status raptors through habitat degradation and removal of trees suitable for nesting, as well as diminished habitat value from additional traffic and increased human presence. This would be considered a **potentially significant impact**.

Mitigation Measures

Mitigation measures 3.2.17-6, 3.2.17-7 and 3.2.17-8 requiring preservation of habitat for the federally protected Swainson's hawk, would also serve to compensate for the loss of foraging for other raptor species that utilize the project area, as they share similar habitat.

MM 3.2.17-6 During project development, the size of the work area limits will be minimized within sensitive habitat areas.

To avoid impacts to nesting habitat, the removal of potential nest trees will be limited to only those necessary to construct the proposed project.

For trees that must be removed to construct the proposed project, the City will target the removal of trees to occur outside the nesting season, which is between September 1 and March 1. If trees cannot be removed outside the nesting season, preconstruction surveys will be conducted prior to tree removal to verify the absence of active raptor nests within 500 feet of construction activities. Two surveys will be conducted, at least one week

apart, with the second survey occurring no more than two days prior to tree removal.

If no active nests are found, tree removal may proceed. If active nests are found, CDFW shall be notified, and the tree shall not be removed until the nest is no longer active, as determined by a CDFW-approved biologist. No construction activities shall take place within a 500-foot radius of the active nest (or another distance as determined appropriate during consultation with CDFW).

MM 3.2.17-7 Measures to minimize impacts to Swainson's hawk and other raptor foraging habitat include restoration of foraging habitat temporarily disturbed by project construction activities. After construction is completed, all temporarily disturbed areas will be stabilized with hydroseed and replanted with a mixture of native and nonnative plants (as deemed appropriate by a CDFW-approved biologist).

MM 3.2.17-8 To compensate for the permanent loss of 13.13 acres of potential foraging habitat, it is anticipated that the City will purchase mitigation credits from a CDFW-approved Swainson's Hawk Mitigation Fund at a 1:1 ratio.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. Implementation of mitigation measures MM 3.2.17-6, MM 3.2.17-7, and MM 3.2.17-8 would reduce the project's impacts to other raptor species to **less than significant** after mitigation.

Rationale: Mitigation measures MM 3.2.17-6, MM 3.2.17-7, and MM 3.2.17-8, requiring protection, preservation and replacement of habitat for the federally protected Swainson's hawk, would also serve to compensate for the loss of foraging for other raptor species that utilize the project area, as they share similar habitats. With the implementation of these measures, the impact will be **less than significant**.

Impact 3.2.16-11: The project area contains several large trees or snags suitable for bird and raptor nesting. Construction of the project would result in the removal of several large trees or snags. Removal of trees or snags could result in direct mortality or nest abandonment if raptors are nesting within 100 feet of construction activities. If nesting raptors are present during project construction, the proposed project may cause direct mortality of raptor species or nest destruction due to the removal of trees that contain active nests. Excessive noise, disturbance, and vibrations can cause nesting raptors to abandon their nests. The loss of active nests or direct mortality is prohibited by the Migratory Bird Treaty Act and California Fish and Game Code Section 3503.5. Additionally, the project would result in temporary disturbance of approximately 4.05 acres of suitable foraging habitat during project construction. This impact would be **potentially significant**.

Mitigation Measures

MM 3.2.16-11 For trees/brush that must be removed to construct the proposed project, the City will target the removal of vegetation to occur outside the nesting season between September 1 and March 1. If trees/brush cannot be removed outside the nesting season, preconstruction surveys will be conducted prior to vegetation removal to verify the absence of active bird nests within 50 feet of construction activities. Two surveys will be conducted, at least one week apart, with the second survey occurring no more than two days prior to tree removal.

If no active nests are found, vegetation removal may proceed. If active nests are found, CDFW shall be notified, and the vegetation shall not be removed until the nest is no longer active, as determined by a CDFW-approved biologist. No construction activities shall take place within a 100-foot radius of the active nest (or another distance determined appropriate during consultation with CDFW).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. With implementation of the above mitigation measure, the proposed project would result in **less than significant impacts** after mitigation.

Rationale: Impact to raptor nests will be reduced by targeting removal of trees to times outside the nesting season. Any tree removal within the nesting season will only occur if a survey confirms that no active nests are found or after any active nests are no longer active. With the implementation of these measures, the impact will be **less than significant**.

3.2.17 THREATENED AND ENDANGERED SPECIES

Impact 3.2.17-1: Construction of Alternative 3 may result in the degradation of habitat for vernal pool fairy shrimp and vernal pool tadpole shrimp through introduction of sedimentation and debris into isolated seasonal wetland and vernal pool habitat. Construction activities could also result in minor fuel and oil spills from the maintenance of construction equipment, which could result in adverse effects to the aquatic environment. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.17-3 The following measures will be implemented as part of the project to avoid and minimize project effects to aquatic habitat (vernal pools and isolated seasonal wetlands) supporting threatened and endangered aquatic invertebrate species:

- During project development, the size of the work area limits will be minimized within sensitive habitat areas.

- Temporary impacts from aquatic habitat disturbance would be avoided by installing protective silt fencing between the aquatic habitats and the construction area limits to prevent accidental disturbance during construction and to protect water quality within the aquatic habitats during construction.
- Standard BMPs would be implemented during and after construction to protect water quality in sensitive habitat areas during construction.

A comprehensive plan for avoidance, on-site mitigation, off-site mitigation, or other compensation will be developed in cooperation with relevant state and federal agencies. To compensate for the permanent direct impacts to listed vernal pool crustacean habitat (isolated seasonal wetlands), the City of Rancho Cordova will purchase mitigation credits at a USFWS-approved conservation bank to offset the loss of isolated seasonal wetland habitat as a result of the project at a 3:1 ratio (3 acres of mitigation for every 1 acre lost). Because the project would not directly fill any vernal pools, no direct impacts would occur; therefore, no mitigation would be necessary to compensate for direct impacts to vernal pools under USFWS guidelines. To compensate for indirect impacts to 0.34 acres of vernal pools and indirect impacts to 0.23 acres of isolated seasonal wetlands, the City of Rancho Cordova will purchase mitigation credits at a USFWS-approved conservation bank to offset the loss of indirectly impacted vernal pool and isolated seasonal wetland habitat as a result of the project at a 2:1 ratio (2 acres of mitigation for every 1 acre indirectly impacted).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. After implementation of mitigation measure MM 3.2.17-3, the project's impacts to aquatic invertebrate habitat would be considered **less than significant** after mitigation.

Rationale: MM 3.2.17-3 will protect habitat areas from construction activities by limiting work areas and requiring measures to protect aquatic habitat. Any direct and indirect impacts will be mitigated through the requirement of compensatory mitigation at specified ratios. With the implementation of these measures, the impact will be **less than significant**.

Impact 3.2.17-2: Vernal pools would not be filled by implementation of Alternative 3, and therefore there would be no direct effects to the vernal pools by the proposed project as defined by USFWS criteria. However, implementation of Alternative 3 would result in the direct removal (fill) of approximately 0.58 acres of isolated seasonal wetlands, which may provide habitat for vernal pool fairy shrimp and vernal pool tadpole shrimp. Alternative 3 would result in impacts to these species since the proposed project includes removal of suitable habitat for these species. This would be considered a **potentially significant impact**.

Impact 3.2.17-3: Alternative 3 would indirectly affect vernal pool fairy shrimp and vernal pool tadpole shrimp habitat through disturbance of areas within 250 feet of vernal pool habitat and isolated seasonal wetland habitat. There are approximately 0.34 acres of vernal pool habitat and 0.23 acres of isolated seasonal wetland habitat located within 250 feet of the project footprint that would be indirectly affected by Alternative 3. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.17-3 The following measures will be implemented as part of the project to avoid and minimize project effects to aquatic habitat (vernal pools and isolated seasonal wetlands) supporting threatened and endangered aquatic invertebrate species:

- During project development, the size of the work area limits will be minimized within sensitive habitat areas.
- Temporary impacts from aquatic habitat disturbance would be avoided by installing protective silt fencing between the aquatic habitats and the construction area limits to prevent accidental disturbance during construction and to protect water quality within the aquatic habitats during construction.
- Standard BMPs would be implemented during and after construction to protect water quality in sensitive habitat areas during construction.

A comprehensive plan for avoidance, on-site mitigation, off-site mitigation, or other compensation will be developed in cooperation with relevant state and federal agencies. To compensate for the permanent direct impacts to listed vernal pool crustacean habitat (isolated seasonal wetlands), the City of Rancho Cordova will purchase mitigation credits at a USFWS-approved conservation bank to offset the loss of isolated seasonal wetland habitat as a result of the project at a 3:1 ratio (3 acres of mitigation for every 1 acre lost). Because the project would not directly fill any vernal pools, no direct impacts would occur; therefore, no mitigation would be necessary to compensate for direct impacts to vernal pools under USFWS guidelines. To compensate for indirect impacts to 0.34 acres of vernal pools and indirect impacts to 0.23 acres of isolated seasonal wetlands, the City of Rancho Cordova will purchase mitigation credits at a USFWS-approved conservation bank to offset the loss of indirectly impacted vernal pool and isolated seasonal wetland habitat as a result of the project at a 2:1 ratio (2 acres of mitigation for every 1 acre indirectly impacted).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR.

After implementation of mitigation measure MM 3.2.17-3, the project's effects would be reduced to **less than significant** after mitigation.

Rationale: MM 3.2.17-3 will protect habitat areas from construction activities by limiting work areas and requiring measures to protect aquatic habitat. Any direct and indirect impacts will be mitigated through the requirement of compensatory mitigation at specified ratios. With the implementation of this measure, the impact will be **less than significant**.

Valley Elderberry Longhorn Beetle

Impact 3.2.17-4: Thirty-four elderberry shrubs with stems of various sizes are located between 20 feet and 100 feet of the project footprint. These shrubs would not be removed by the project; however, during construction of the project, habitat degradation could occur as a result of dust fall from grading operations and construction noise. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.17-4 Avoidance and minimization efforts for this species were coordinated with the USFWS during Section 7 Consultation between Caltrans and USFWS, and are in accordance with the July 9, 1999, *Conservation Guidelines for the Valley Elderberry Longhorn Beetle* developed by the USFWS. The following measures will be implemented as part of the project prior to construction to avoid and minimize effects to VELB habitat:

- During project development, the size of the work area limits will be minimized within sensitive habitat areas.
- Effects from accidental disturbance during construction would be avoided by installing protective fencing between the shrubs identified for preservation and the construction area limits to prevent accidental disturbance during construction. Pursuant to the USFWS VELB conservation guidelines (USFWS 1999), elderberry shrub areas that will not be disturbed within a 100-foot buffer zone from the edge of project construction will be fenced and designated as avoidance areas during project construction. Minimum fence setbacks of 20 feet from the dripline of each elderberry plant may be allowed with USFWS approval.
- Water trucks shall be used to water areas of exposed dirt to control dust from the project site.
- Signs shall be erected along the edge of elderberry avoidance areas noticing construction crews that the area is VELB habitat and must not be disturbed. These signs shall remain for the duration of construction.

- A WEAP shall be implemented to educate construction workers about the presence of VELB habitat in and near the project area, and to instruct them on proper avoidance. Each elderberry stem measuring 1 inch or greater in diameter at ground level that is adversely affected (i.e., transplanted or destroyed) shall be replaced, in a USFWS-approved conservation area, with elderberry seedlings or cuttings at a minimum ratio of 1:1 and as great as 6:1 (new plantings to affected stems).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measure MM 3.2.17-4, which will reduce the project's effects to VELB habitat during construction to **less than significant** after mitigation.

Rationale: The project will implement avoidance and minimization efforts for the VELB that were coordinated with the USFWS during Section 7 Consultation between Caltrans and USFWS, and are in accordance with the July 9, 1999, *Conservation Guidelines for the Valley Elderberry Longhorn Beetle* developed by the USFWS. With the implementation of this measure, the impact will be **less than significant**.

Impact 3.2.17-5: Alternative 3 would result in the direct removal of approximately 23 elderberry shrubs, with stems of various sizes. USFWS considers all shrubs with stems greater than 1 inch in diameter as habitat for VELB. Construction of the project could result in direct mortality of a VELB through habitat (elderberry shrub) removal. An additional eight elderberry shrubs with stems of various sizes are within the 20-foot radius from the project footprint and would also be directly impacted by the proposed project, according to USFWS guidelines, through possible trimming or pruning to reduce size, or from changes in the quantity and/or nature of stormwater that waters the plants. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.17-5 The USFWS concurred with the proposed requirements and replacement ratios for elderberry plants removed by the project. Mitigation will be completed as follows:

Transplant Elderberry Plants That Cannot Be Avoided: Elderberry plants must be transplanted if they cannot be avoided by the proposed project. All elderberry plants with one or more stems measuring 1 inch or greater in diameter at ground level, including at a minimum the 23 shrubs within the project footprint, will be transplanted to a USFWS-approved conservation area. At USFWS's discretion, a plant that is unlikely to survive transplantation because of poor condition or location, or a plant that would be extremely difficult to move because of access problems, may be exempted from transplantation. In cases where transplantation is not possible, the mitigation

ratios in **Table 3.2.17-1** of the Final EIR may be increased to offset the additional habitat loss.

Trimming of elderberry plants (e.g., pruning along roadways, bike paths, or trails) with one or more stems 1 inch or greater in diameter at ground level may result in mortality of beetles. Therefore, trimming is subject to appropriate mitigation ratios as outlined in **Table 3.2.17-1**. All transplanting or trimming shall occur in accordance with procedures outlined in the 1999 USFWS VELB Guidelines, and shall be protected and monitored according to the guidelines.

Plant Additional Seedlings or Cuttings: Each elderberry stem measuring 1 inch or greater in diameter at ground level that is adversely affected (i.e., transplanted or destroyed) shall be replaced, in a USFWS-approved conservation area, with elderberry seedlings or cuttings at a minimum ratio of 1:1 to and as great as 6:1 (new plantings to affected stems). Compensation ratios are listed and explained in **Table 3.2.17-1**. If the USFWS determines that the elderberry plants on the proposed project site are unsuitable candidates for transplanting, USFWS may allow the City to modify the stated ratios in **Table 3.2.17-1** for each elderberry plant that cannot be transplanted.

A mix of native plants associated with the elderberry plants at the project site or similar sites will be planted at ratios ranging from 1:1 to 2:1 [native tree/plant species to each elderberry seedling or cutting (see **Table 3.2.17-1**)]. These native plantings must be monitored with the same survival criteria used for the elderberry.

Terms and Conditions: The incidental take of VELB anticipated for this project will result from direct effects to 31 elderberry shrubs with 365 stems 1 inch or greater in diameter at ground level that will be transplanted. In order to be exempt from the prohibitions of Section 9 of ESA, Caltrans must ensure compliance with the following terms and conditions, which implement the measures described above.

1. Caltrans shall include full implementation and adherence to the avoidance and minimization measures proposed in the BO and restated in this document, as a condition of any permit issued for the project.
2. In order to monitor whether the amount or extent of incidental take anticipated from implementation of the proposed project is approached, Caltrans shall adhere to the following reporting requirement:
 - a. For those components of the action that will result in habitat degradation or modification whereby incidental take will occur, i.e., the removal of elderberry shrubs, Caltrans will notify the USFWS as soon as the removal is completed, providing documentation that the removal did not exceed the 31 elderberry shrubs with 365 stems 1 inch or greater above ground level

anticipated. For the duration of the project construction, Caltrans shall also notify the USFWS if there are any changes in project implementation that result in habitat disturbance not described in the Project Description and not analyzed in the BO.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measure MM 3.2.17-5, which will reduce the project's effects to VELB habitat to **less than significant** after mitigation.

Rationale: Elderberry shrubs will be transplanted where possible and replaced in accordance with USFWS approved requirements and replacement ratios for elderberry plants removed by the project. With the implementation of these measures, the impact will be **less than significant**.

Swainson's Hawk

Impact 3.2.17-6: Implementation of Alternative 3 would result in the removal of several large trees. If nesting raptors are present during project construction, the proposed project may cause direct mortality of this species or the removal of trees that contain nests actively used by this species. Additionally, excessive noise, disturbance, and vibrations can cause nesting raptors to abandon their nests. The loss of active nests or direct mortality is prohibited by the Migratory Bird Treaty Act and California Fish and Game Code Section 3503.5. Disturbance of active nests during project construction would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.17-6 During project development, the size of the work area limits will be minimized within sensitive habitat areas.

To avoid impacts to nesting habitat, the removal of potential nest trees will be limited to only those necessary to construct the proposed project.

For trees that must be removed to construct the proposed project, the City will target the removal of trees to occur outside the nesting season, which is between September 1 and March 1. If trees cannot be removed outside the nesting season, preconstruction surveys will be conducted prior to tree removal to verify the absence of active raptor nests within 500 feet of construction activities. Two surveys will be conducted, at least one week apart, with the second survey occurring no more than two days prior to tree removal.

If no active nests are found, tree removal may proceed. If active nests are found, CDFW shall be notified, and the tree shall not be removed until the nest is no longer active, as determined by a CDFW-approved biologist. No construction activities shall take place within a 500-foot radius of the active nest (or another distance as determined appropriate during consultation with CDFW).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measure MM 3.2.17-6, which will minimize disturbance of active Swainson's hawk nests, and the project's effects would be considered **less than significant** after mitigation.

Rationale: MM 3.2.17-6 will reduce impacts to Swainson's hawk by limiting the removal of large trees and targeting removal of trees to times outside the nesting season. Any tree removal within the nesting season will only occur if a survey confirms that no active nests are found or after any active nests are no longer active. With the implementation of these measures, the impact will be **less than significant**.

Impact 3.2.17-7: Construction of Alternative 3 would result in temporary disturbance of approximately 4.05 acres of suitable hawk foraging habitat during project construction. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.17-7 Measures to minimize impacts to Swainson's hawk foraging habitat include restoration of foraging habitat temporarily disturbed by project construction activities. After construction is completed, all temporarily disturbed areas will be stabilized with hydroseed and replanted with a mixture of native and nonnative plants (as deemed appropriate by a CDFW-approved biologist).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measure MM 3.2.17-7, which will reduce the temporary effects to Swainson's hawk foraging habitat to **less than significant** after mitigation.

Rationale: After construction is completed, all temporarily disturbed areas will be restored and stabilized with hydroseed and replanted with a mixture of native and nonnative plants (as deemed appropriate by a CDFW-approved biologist). With the implementation of these measures, the impact will be **less than significant**.

Impact 3.2.17-8: Alternative 3 would result in the permanent loss of approximately 13.13 acres of suitable Swainson's hawk foraging habitat. Within this area, the project would permanently impact approximately 11.82 acres of nonnative grassland from the construction of the interchange ramps and roadway extension, and the project would also impact approximately 1.51 acres of nonnative grassland that would be shaded by the overpass and would therefore no longer be suitable Swainson's hawk foraging habitat. Additionally, the project would result in the loss of native vegetation associated with the Fremont cottonwood-oak woodland, Fremont cottonwood woodland, and coyote brush scrub habitat. This native vegetation supports wildlife that is an important food source for birds of prey. This would be considered a **potentially significant impact**.

Mitigation Measures

MM 3.2.17-8 To compensate for the permanent loss of 13.13 acres of potential foraging habitat, it is anticipated that the City will purchase mitigation credits from a CDFW-approved Swainson's Hawk Mitigation Fund at a 1:1 ratio.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of mitigation measure MM 3.2.17-8, which will reduce the project's effects to Swainson's hawk foraging habitat to **less than significant** after mitigation.

Rationale: To compensate for the permanent loss of potential foraging habitat, it is anticipated that the City will purchase mitigation credits from a CDFW-approved Swainson's Hawk Mitigation Fund at a 1:1 ratio. With the implementation of these measures, the impact will be **less than significant**.

Cumulative Impact - loss of mature oak and other native tree species

The project would result in the removal of mature oak trees qualifying for protection under the Sacramento County Tree Protection Ordinance and Rancho Cordova General Plan as well as other mature trees that do not meet the criteria for protection. While implementation of replacement oak trees would result in no net loss of protected trees on an inch-for-inch basis, since many mature native trees within the area are over 100 years old, they cannot be easily replaced. The removal of large, mature trees due to the project would result in a loss of canopy over and other beneficial ecological contributions that mature trees make to the environment, until such time that the replacement trees can grow to maturity. The continual removal of mature native trees within the vicinity of the project has and continues to irreversibly change the landscape of the area. This is considered a **cumulatively considerable impact**.

Mitigation Measures

MM 3.2.5-3a The project shall be designed to incorporate tree protection during construction as provided in City, County, and other applicable tree protection ordinances. Where feasible, existing trees shall be preserved in place, and protection measures shall be incorporated to minimize disturbance around preserved trees during construction.

MM 3.2.5-3b Where removal is unavoidable, oak and other protected trees shall be relocated or replaced according to City, County, and other applicable tree protection ordinances. Replacement trees shall be planted within the project site to maintain visual quality. Planting of trees within Caltrans right-of-way shall be conducted in coordination with Caltrans biologists and landscape architects.

MM 3.2.5-3c Where vegetation removal is unavoidable, this vegetation shall be replaced in accordance with City, County, and Caltrans landscaping requirements. In addition, sensitive habitats, such as wetland and riparian habitat, shall be replaced in accordance with applicable regulatory requirements.

MM 3.2.15-3a Any trees protected by the Tree Preservation Ordinance or the Rancho Cordova General Plan requiring removal for project construction will either be compensated for by replacement, purchase of habitat conservation areas to protect existing woodland habitats, through contribution to tree planting programs or in-lieu fee programs in the area, or through some combination of these options to achieve no net loss of trees from the project.

Prior to any groundbreaking activities, the City Planning Department will determine which trees would be suitable candidates for protection and which trees will need to be mitigated if removed. Trees that would be removed or otherwise harmed by the project shall be mitigated for as described below.

MM 3.2.15-3b Prior to any groundbreaking activity, a Replacement Tree Planting Plan shall be prepared by an arborist or landscape architect. The Replacement Tree Planting Plan(s) shall follow the standards set forth in the City of Rancho Cordova Municipal Code and shall include the following minimum elements:

- Species, size, and locations of all replacement plantings.
- Method of irrigation.
- A tree planting detail, including a 10-foot depth-boring hole to provide for adequate drainage.
- Planting, irrigation, and maintenance schedules.
- Identification of the maintenance entity and a written agreement with that entity, if other than the City of Rancho Cordova, to provide care and irrigation of the trees for a five-year establishment period and to replace any of the replacement trees which do not survive during that period.

Replacement inches will be calculated based on the following size categories.

- One J-pot = 0.5 inch dbh
- One 15-gallon tree = 1 inch dbh
- One 24-inch box tree = 2 inches dbh
- One 36-inch box tree = 3 inches dbh

In order to meet some of the mitigation requirements, existing native trees on-site proposed for removal that are less than 6 inches dbh and are in fair or better condition may be transplanted to the new planting area. If existing trees are successfully transplanted, mitigation requirements may be reduced.

No replacement tree shall be planted within 15 feet of a building foundation or other known areas of future ground disturbance. The minimum spacing for

replacement trees shall be 15 feet on center.
J-pots may be planted closer at the discretion of the City Arborist or the consulting arborist.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant cumulative environmental effect identified in the Final EIR, but not to a level of less than cumulatively considerable. There are no additional feasible mitigation measures for reasons set forth below. There are no feasible alternatives that avoid this significant effect as addressed in Exhibit A, Findings on Alternatives. Therefore, the impact remains cumulatively considerable and **significant and unavoidable** even with mitigation.

Rationale: The project has been revised to require implementation of mitigation measures MM 3.2.5-3a through c, MM 3.2.15-3a and MM 3.2.15-3b, and with the implementation of these measures, impacts due to loss of trees will be reduced. There are no other feasible mitigation measures available to avoid, substantially further reduce or fully offset the impacts associated with the loss of mature trees. Due to the size and number of the trees to be removed, as well as the large area of vegetation removed for Rancho Cordova Parkway, impacts resulting from the loss of trees would be considered cumulatively considerable and **significant and unavoidable**.

2412610.1

CITY OF RANCHO CORDOVA
RANCHO CORDOVA PARKWAY
INTERCHANGE PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM

Prepared by:

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MARCH 2015

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 Rancho Cordova Parkway Interchange 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, a suggestion monitoring action, identification of agencies responsible for enforcement and monitoring, and timing of implementation. The numbering of the individual mitigation measures follows the numbering sequence as found in the EIR.

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

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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—RANCHO CORDOVA PARKWAY INTERCHANGE PROJECT

Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
<i>3.2.2 Parks and Recreation Facilities</i>				
MM 3.2.2-1	The construction contractor will minimize the duration of the closures of the Folsom South Canal and Citrus Road bicycle trails to the shortest period necessary to complete construction activities. The trails will remain open during regular trail hours (daytime hours) unless construction activities are occurring that require closure of the trails for either physical or public safety reasons. Signage will be placed at the entrances to the Folsom South Canal trail at Hazel Avenue and Sunrise Boulevard and at Folsom Boulevard and Sunrise Boulevard for the Citrus Road bicycle trail to notify users of the closures. This signage will also advise the users of alternative trail routes that they may use. On behalf of Caltrans, the City will notify local bicycling groups and associations prior to the trail closures and notify them of the reopening in an effort to disseminate the information to their members. The features and attributes of the bicycle trail will be fully restored once the construction of the project is complete.	City of Rancho Cordova Public Works Department	During project construction	
<i>3.2.3 Utilities/Emergency Services</i>				
MM 3.2.3-3a	During construction, emergency access on public roadways shall be available at all times to maintain emergency vehicle access through the area. At no time during the construction period will the entire width of a public roadway be closed to emergency vehicle traffic.	City of Rancho Cordova Public Works Department	During project construction	
MM 3.2.3-3b	Prior to the start of construction, a Traffic Management Plan shall be developed that would reduce delays and obstructions caused by construction detours to the greatest extent possible. The plan developers shall coordinate with emergency service providers (i.e., fire and police) during plan development to ensure that traffic control measures proposed in the plan would meet the needs of the service providers. These detours shall be provided to all emergency service entities that service the area prior to their implementation to avoid impacts to emergency response times.	City of Rancho Cordova Public Works Department	Prior to and during project construction	

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Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
<i>3.2.4 Traffic and Transportation/Pedestrian and Bicycle Facilities</i>				
MM 3.2.4-1a	A Traffic Management Plan will be prepared and submitted to Caltrans and the City for review and approval before starting construction work. This plan will include such elements as public information/public awareness, the designation of haul routes for construction-related trucks, the location of access to the construction site, any driveway turn restrictions, temporary traffic control devices or flagmen, and designated parking and staging areas for workers and equipment. The Traffic Management Plan will also include measures to prohibit lane closures on U.S. 50 during peak and daytime hours and on holidays. During construction, at least one high-occupancy vehicle lane and three general purpose lanes will remain in operation on U.S. 50 in both directions at peak periods. Full closure of U.S. 50 may be allowed during late evening to early morning hours to construct crossover lanes. Lane closure locations and approval will be coordinated with Caltrans District 3 Traffic Manager prior to performing any lane closures. Construction traffic involving heavy haulers (defined as vehicles with three or more axles) moving fill to and leaving the project site shall operate outside of AM and PM peak traffic hours (defined as between the hours of 7:00 a.m. and 10:00 a.m. and 3:00 p.m. and 6:00 p.m. Monday through Friday). This requirement shall be included in the construction contract. The Traffic Management Plan Data Sheet (April 2010) recommendations are consistent with the above list of measures.	City of Rancho Cordova Development Services	Prior to and during project construction	
MM 3.2.4-1b	A Construction Zone Enhanced Enforcement Program may be appropriate during portions of this project. The program involves the presence at all times of the California Highway Patrol in construction zones to remind motorists to slow down and use caution when traveling through work areas. The Caltrans North Region Construction Division would be consulted to decide whether the program is warranted for this project.	City of Rancho Cordova Development Services	During project construction	
<i>3.2.5 Visual/Aesthetics</i>				

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Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
MM 3.2.5-1	Wherever feasible, construction materials and debris shall be stored away from highly visible areas, which shall include but not be limited to the U.S. 50 corridor, the Folsom South Canal corridor, and the vacant parcel located north of U.S. 50 adjacent to Tenderfoot Drive. Storage areas shall be fenced and/or covered so as to minimize visibility of these areas to potential viewers.	City of Rancho Cordova Development Services	During project construction	
MM 3.2.5-2	Construction lighting shall be designed to face downward and away from adjacent properties to the extent feasible. In addition, lighting shall be directed away from traffic lanes and areas where lighting could disturb passing drivers and/or pedestrians. Adjacent residents shall be provided with a City contact number to call in case nighttime lighting becomes disruptive.	City of Rancho Cordova Development Services	During project construction	
MM 3.2.5-3a	The project shall be designed to incorporate tree protection during construction as provided in City, County, and other applicable tree protection ordinances. Where feasible, existing trees shall be preserved in place, and protection measures shall be incorporated to minimize disturbance around preserved trees during construction.	City of Rancho Cordova Development Services	During project design and construction	
MM 3.2.5-3b	Wherever removal is unavoidable, oak and other protected trees shall be relocated or replaced according to the City, County, and other applicable tree protection ordinances. Replacement trees shall be planted within the project site where feasible to maintain visual quality. Planting of trees within Caltrans right-of-way shall be conducted in coordination with Caltrans biologists and landscape architects.	City of Rancho Cordova Development Services	During and after project construction	
MM 3.2.5-3c	Where vegetation removal is unavoidable, this vegetation shall be replaced in accordance with City, County, and Caltrans landscaping requirements. In addition, sensitive habitats, such as wetland and riparian habitat, shall be replaced in accordance with applicable regulatory requirements.	City of Rancho Cordova Development Services	During and after project construction	
MM 3.2.5-4a	Design features shall be incorporated, to soften the visual appearance of the interchange structure and to blend in to the surrounding visual setting. This shall be accomplished using landscaping techniques and aesthetic treatments on the hardscape	City of Rancho Cordova Planning and Public Works Departments	During project design	

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Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
	elements of the project, including the overcrossing structure, ramps, retaining walls, and sound walls. The following options shall be studied and implemented: • Incorporating planting as a component of noise barrier design. • Using stamped concrete or other aesthetic treatments on sound walls. • Replacing concrete sound walls with earthen noise berms. During consideration and design of potential aesthetic treatments, public outreach efforts shall be conducted with affected viewer groups and other stakeholders. In addition, design options for the remaining right-of-way north of the interchange shall incorporate features, where feasible, to shield the surrounding land uses from views of the interchange and enhance the aesthetics of the area.			

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Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
MM 3.2.5-4b	The railing and lighting design for the project shall incorporate features that are consistent with City, County, and Caltrans policies and that meet the desired visual character of the area. To the extent feasible, an unobtrusive railing design should be chosen that minimizes obstruction of existing views. During consideration and design of potential aesthetic treatments, public outreach efforts shall be conducted with affected viewer groups and other stakeholders.	City of Rancho Cordova Planning and Public Works Departments	During project design	
MM 3.2.5-4c	During project design, the City shall coordinate with Caltrans landscape architects and the project development team to ensure that chosen aesthetic treatments and landscaping components are incorporated into the plans, specifications, and estimates. This should include making final decisions on: - Type, treatment, and color for barriers and walls. - Architectural styles for bridge structures and miscellaneous hardware. - Contour grading plans that incorporate slope rounding. - Landscape treatment (e.g., planting for screening, revegetation). During identification of final design details, public outreach efforts shall be conducted with affected viewer groups and other stakeholders.	City of Rancho Cordova Planning and Public Works Departments	During project design	
MM 3.2.5-5	Lighting poles and signs shall be designed to minimize reflection to the extent feasible. All surfaces shall be painted with an antireflective coating or otherwise treated to reduce light reflection.	City of Rancho Cordova Planning and Public Works Departments	During project design	
MM 3.2.5-6a	The City shall conduct a photometric study to identify the potential for the lightshed of the project to affect adjacent residential properties. Because it is difficult to measure the lightshed of the project until specific lighting types and measurements have been identified, the study shall be conducted during final project design. Based on the results of the study, lighting types and shading methods shall be incorporated into the project to ensure that lighting impacts are	City of Rancho Cordova Planning and Public Works Departments	During project design	

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Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
	reduced. Methods shall include focusing lighting away from residential properties, using hooded lighting, and reducing the height of the lighting to the extent feasible, in addition to other feasible methods.			
MM 3.2.5-6b	The City shall also include landscape features that will shield adjacent residential properties from “spillover” lighting and overall nighttime glare from vehicles using the overcrossing structure to the greatest extent feasible. Shielding landscaping may include additional tall tree or vegetation planting in areas between the overcrossing structure and adjacent residential properties. During identification of final design details, the City shall conduct public outreach efforts with affected residents and stakeholders to obtain input on desired shielding landscaping materials and techniques.	City of Rancho Cordova Planning and Public Works Departments	During project design	
3.2.6 Cultural Resources				
MM 3.2.6-2a	If cultural materials are discovered during construction, all earth-moving activity within and around the immediate discovery area shall be discontinued and diverted until a qualified archaeologist can assess the nature and significance of the find. Caltrans shall be notified of any discoveries made within the Caltrans right-of-way. If the archaeologist determines that the discovered resources is significant, the resource shall be either avoided or any impacts on the resource mitigated to less than significant in accordance with CEQA standards (see Public Resources Code section 21083.2 and CEQA Guidelines section 15064.5)	City of Rancho Cordova Public Works Department	During project construction	
MM 3.2.6-2b	If human remains are discovered, California Health and Safety Code Section 7050.5 states that further disturbances and activities shall cease in any area or nearby area suspected to overlie remains and that the County Coroner shall be contacted. Pursuant to Public Resources Code Section 5097.98, if the remains are thought to be Native American, the coroner will notify the Native American Heritage Commission, which will then notify the Most Likely Descendant. At this time, the person who discovered the remains will contact the City’s Environmental Monitoring staff so that they and City cultural resources staff may work with the Most Likely Descendant on the respectful treatment and disposition of the remains. Further provisions of PRC Section 5097.98 are to be	City of Rancho Cordova Public Works Department	During project construction	

MITIGATION MONITORING AND REPORTING PROGRAM

Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
	followed as applicable. Caltrans will be notified if cultural remains or human remains are found within Caltrans' right-of-way.			
3.2.7 Hydrology and Floodplain				
MM 3.2.29	Any dewatering activities during construction would be in compliance with applicable National Pollutant Discharge Elimination System (NPDES) permits and other water quality regulations. Construction BMPs would be implemented for the project in adherence to all applicable NPDES requirements and other water quality regulations to minimize impacts to water quality. Specific BMPs to be used during construction would be identified as project design advances and finalized within the approved project Storm Water Pollution Prevention Plan (SWPPPs); however, these measures would be designed to accommodate drainage requirements and avoid on- and off-site flooding. With implementation of BMPs required for NPDES Construction General Permit and other applicable water quality regulations (joint NPDES permit for MS4s in their municipal jurisdictions [NPDES No. CAS082597]), effects from short-term flooding during project construction would be negligible. <i>*This measure is a duplicate of MM 3.2.8-1a</i>	City of Rancho Cordova Public Works Department	During project construction	
3.2.8 Water Quality and Stormwater Runoff				
MM 3.2.8-1a	Any dewatering activities during construction would be in compliance with applicable NPDES permits and other water quality regulations. Construction BMPs would be implemented for the project in adherence to all applicable NPDES requirements and other water quality regulations to minimize impacts to water quality. Specific BMPs to be used during construction would be identified as project design advances and finalized within the approved project SWPPPs; however, these measures would be designed to accommodate drainage requirements and avoid on- and off-site flooding. With implementation of BMPs required for NPDES Construction General Permit and other applicable water quality regulations (joint NPDES permit for MS4s in their municipal jurisdictions [NPDES No. CAS082597]), effects from short-term flooding during project	City of Rancho Cordova Public Works Department	During project construction	

MITIGATION MONITORING AND REPORTING PROGRAM

Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
	construction would be negligible. <i>*This measure is a duplicate of MM 3.2.29</i>			
MM 3.2.8-1b	Construction BMPs will be implemented for the project in adherence to all applicable NPDES requirements and other water quality regulations to minimize impacts to water quality. The project SWPPP will require the contractor to identify the location of designated staging areas, would include specific requirements for equipment fueling, maintenance, and storage processes, and will include stormwater BMPs to prevent the release of polluted stormwater into adjacent waterways. With adherence to the NPDES requirements and implementation of applicable BMPs, short-term impacts to water quality related to materials discharge will be adequately controlled during construction.	City of Rancho Cordova Public Works Department	During project construction	
MM 3.2.8-1c	BMPs will be implemented for the project in adherence to all applicable NPDES requirements and other water quality regulations to minimize impacts to water quality. Specific BMPs to be used during construction would be identified as project design advances and are finalized within the approved project SWPPP based on the Risk Level determined under the NPDES General Construction Permit guidelines; however, temporary concrete washouts, stabilized construction entrance/exits, silt fencing, sand bag barriers, gravel bag berms, and fiber rolls have been identified as potential construction site BMPs to control increased erosion and sedimentation and to prevent construction site runoff from entering adjacent waterways. In addition, ground disturbance within Buffalo Creek Channel associated with the culvert extension will occur during the dry season to minimize siltation impacts to flowing water. The General Construction Permit lists the following requirements for Risk Level 2, the most likely risk level for this project, for minimizing sediment, erosion, and water quality impacts: • Good Site “Housekeeping” • Sediment Controls	City of Rancho Cordova Public Works Department	During project construction	

MITIGATION MONITORING AND REPORTING PROGRAM

Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
	- Run-on and Run-off Controls - Inspection, Maintenance, and Repair of BMPs - Numeric Action Levels - Turbidity: 250 Nephelometric Turbidity Units - pH: 6.5–8.5 - Rain Event Action Plan - Effluent Monitoring			
MM 3.2.8-2	A geotechnical analysis shall be completed to identify the existing depth to groundwater in locations where cast-in-drilled-hole piles would be required or where other activities with the potential to contact groundwater would occur. If encounters with groundwater are anticipated, measures shall be incorporated into the construction specifications in compliance with applicable regulations that shall ensure worker safety and ensure that groundwater contact with adjacent waterways is avoided.	City of Rancho Cordova Public Works Department	Prior to project construction	
MM 3.2.8-3a	Prior to project construction, the City shall coordinate with Aerojet and applicable regulatory agencies to identify any effects to groundwater extraction wells or monitoring wells that would occur during construction. If it is found that project construction would disrupt groundwater monitoring or extraction activities, the City and Aerojet shall identify and implement measures in the construction plans and specifications that will ensure that necessary extraction and monitoring activities can be maintained at all times during project construction. Any dewatering activities during construction would be in compliance with applicable NPDES permits and other water quality regulations.	City of Rancho Cordova Public Works Department	Prior to project construction	
MM 3.2.8-3b	Treatment BMPs will be implemented as required by NPDES permits to remove pollutants from runoff water. Specific BMPs would be identified as project design advances and would be identified in final	City of Rancho Cordova Public Works Department	During project design and construction	

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Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
	design plans; however, detention basins, swales, and other on-site measures have been identified as potential BMPs to remove pollutants from runoff water. With implementation of BMPs required by NPDES permits, and with adherence to other applicable water quality regulations, pollutant levels in stormwater runoff would not be expected to exceed applicable water quality standards. If any existing extraction or monitoring wells must be permanently relocated as a result of the project, the City shall coordinate with Aerojet and applicable regulatory agencies to design and install these wells in a manner that ensures that required extraction and monitoring activities are maintained at all times.			
MM 3.2.8-5a	Treatment BMPs will be implemented as required by NPDES permits to remove pollutants from runoff water. Specific BMPs would be identified as project design advances and would be identified in final design plans; however, detention basins, swales, and other on-site measures have been identified as potential BMPs to remove pollutants from runoff water. With implementation of BMPs required by NPDES permits, and with adherence to other applicable water quality regulations, pollutant levels in stormwater runoff would not be expected to exceed applicable water quality standards.	City of Rancho Cordova Public Works Department	Prior to project construction	
MM 3.2.8-5b	To accommodate the additional runoff, the project will include a new drainage system that will collect runoff water from the interchange facility and infiltrate it into the ground. The new drainage system will be designed to accommodate all collected runoff and will ensure that the runoff would not enter the Folsom South Canal. Design measures will be incorporated into slopes, benching, rounding, and terraces to minimize concentrated flows. Where feasible, 4:1 slopes will be included in the project design to minimize the potential for concentrated flows. Revegetation and landscaping would also be incorporated into design to reduce water flow and erosion potential.	City of Rancho Cordova Public Works Department	Prior to project construction	
MM 3.2.8-5c	The proposed project would implement Low Impact Development (LID) methods and features where possible. Emphasis to date on BMP selection has been focused on the siting of BMPs at specific locations to provide direct source control or end-of-pipe treatment. Trends in sustainability have shown that an integrated system of	City of Rancho Cordova Public Works Department	Prior to project construction	

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Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
	decentralized, small-scale control measures that encourages infiltration, filtration, storage, evaporation, and detention of runoff to mimic natural hydrology can be more efficient in reducing the volume and rate of stormwater runoff. Some potential LID methods include grassy swales along U.S. 50 adjacent to the freeway and bioretention cells along the overcrossing structure where trees are located. A portion of the pavement runoff could also be directed to tree boxes to provide irrigation and filtration. Permeable pavers could also be used for sidewalks and bike paths on embankment fills to allow water infiltration. The design team will continue to look at other LID opportunities during the design process.			
3.2.9 Geology/Soils/Seismic/Topography				
MM 3.2.9-3	Prior to approval of grading or improvement plans, whichever occurs first, the City of Rancho Cordova shall conduct a soil sample and laboratory test to determine the expansion potential and stability of the soil for development of the project site. If it is determined that the area contains expansive soils, one or more of the following mitigation measures shall be employed to stabilize the area affected by expansive soils: • Expansive soils shall be excavated and replaced with nonexpansive materials. The required depth of excavation shall be specified by a registered civil engineer based on actual soil conditions. • Expansive soils shall be treated in place by mixing them with lime. Lime treatment alters the chemical composition of the expansive clay minerals such that the soil becomes nonexpansive. • Other engineering practices for mitigation of expansive soil conditions considered appropriate by Caltrans and the City of Rancho Cordova Public Works Department shall be implemented.	City of Rancho Cordova Public Works Department	Prior to approval of grading plans	
3.2.10 Hazardous Waste/Materials				
MM 3.2.10-1	Appropriate BMPs will be incorporated into project plans to protect	City of Rancho Cordova	Prior to approval of	

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Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
	worker safety, and applicable hazardous materials regulations pertaining to collection, testing, and disposal of contaminated groundwater will be followed. Avoidance, minimization, and mitigation measures outlined in Section 2.2.2, "Water Quality and Stormwater Runoff," will be implemented to further reduce the potential for accidental contact with, or release of, contaminated groundwater or soils. In addition, as discussed in Section 2.2.2, measures shall be incorporated into the construction plans that comply with applicable regulations that shall ensure worker safety and ensure that groundwater contact with adjacent waterways is avoided.	Public Works Department	grading plans	
MM 3.2.10-2a	During development/final design of the project, Phase II soil sampling shall be conducted within areas of potential aerially deposited lead. If lead is detected in the soil at concentrations that could pose a health hazard and/or violate local, state, or federal health standards, remediation of the affected areas shall be undertaken in accordance with the requirements of the City of Rancho Cordova, Sacramento County, and Caltrans. Project construction shall not commence until the site has been remediated and is cleared for construction. If signs of potential contamination (e.g., odors, discolored soil) are observed during construction activity in areas where Phase II sampling was not conducted, sampling and analysis and appropriate remediation shall be conducted.	City of Rancho Cordova Public Works Department	During project design and construction	
MM 3.2.10-2b	If yellow thermoplastic striping is to be removed separately from pavement during construction, the City shall require the construction contractor to prepare a project-specific Lead Compliance Plan to prevent or minimize worker exposure to lead while handling removed yellow thermoplastic and yellow paint residue. The plan shall be in accordance with City of Rancho Cordova, Sacramento County, and Caltrans requirements. Before submission to the City, the plan shall be approved by an industrial hygienist certified in comprehensive practice by the American Board of Industrial Hygiene. The plan shall be submitted to the City for approval at least seven days prior to beginning removal of yellow thermoplastic and yellow paint. The yellow thermoplastic striping shall be removed and disposed of in accordance with the	City of Rancho Cordova Public Works Department	During project design and construction	

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Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
	Caltrans Standard Specifications Standard Special Provisions for removal of yellow traffic stripe and pavement markings.			
MM 3.2.10-3	If existing transformers are removed as part of the proposed project, the City shall coordinate with the utility companies during final design and ensure that transformers are tested in accordance with applicable regulations. If PCBs are detected in materials to be removed, these materials shall be disposed of in accordance with applicable regulations.	City of Rancho Cordova Public Works Department	During project design	
MM 3.2.10-4	The use of and handling of hazardous materials during construction would be in accordance with applicable federal, state, and local laws including California Occupational Safety and Health Administration requirements. Prior to start of construction, the construction contractor shall designate staging areas where fueling and oil-changing activities will take place. The staging areas shall be reviewed and approved by the City's Environmental Mitigation Monitor and the Storm Water Pollution and Prevention Manager prior to the start of construction. No fueling or oil-changing activities shall be permitted outside the designated staging areas. The staging areas, as much as practicable, shall be located on level terrain and away from sensitive land uses such as residences, day care facilities, and schools. Staging areas shall not be located near any stream, channel, wetlands, or other sensitive biological or water resources. The proposed staging areas shall be identified in the SWPPP.	City of Rancho Cordova Public Works Department	Prior to start of construction	
MM 3.2.10-5	If contaminated soil is encountered during excavation or grading, the construction contractor shall stop work and contact an environmental hazardous materials professional to conduct an on-site assessment. If the materials are determined to pose a risk to the public or construction workers, the construction contractor shall prepare and submit a remediation plan to the appropriate agency and comply with all federal, state, and local laws. Soil remediation methods could include excavation and on-site treatment, excavation and off-site treatment or disposal, and/or treatment without excavation. Construction plans shall be modified or postponed to ensure that construction will not inhibit remediation activities and will not expose	City of Rancho Cordova Public Works Department	During project construction	

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Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
	the public or construction workers to hazardous conditions.			
MM 3.2.10-7a	Plans for alternative emergency access would be provided to the City for approval prior to the start of construction through the creation of a Traffic Management Plan. The contractor would be required to submit an emergency access plan to accommodate emergency traffic during the construction period, and this plan would be provided to emergency agencies (i.e., fire and police departments) prior to the start of construction.	City of Rancho Cordova Public Works Department	Prior to the start of construction	
MM 3.2.10-7b	The City will require the construction contractor to clear the staging and development areas of the project site of all dried vegetation or other materials that could serve as fire fuel and require that construction equipment be equipped with spark arresters.	City of Rancho Cordova Public Works Department	During project construction	
3.2.11 Air Quality				
MM 3.2.11-1a	The following measures shall be incorporated into all construction contract documents with respect to control of fugitive dust: • Strict compliance with SMAQMD's Rule 403 shall be written into construction contracts. • Water all exposed surfaces two times daily, or as necessary to maintain continued moist soil. 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 two feet of freeboard 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 shall be covered. • Use wet power vacuum street sweepers to remove any visible trackout 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.	City of Rancho Cordova Public Works Department	During completion of project specification and during project construction	

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Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
MM 3.2.11-1b	The following measures shall be incorporated into all construction contract documents with respect to control of equipment/vehicle particulate emissions: - Contractors shall minimize idling time either by shuttling equipment off when not in use or reducing the time of idling to five minutes (as required by the state airborne toxics control measure [Title 13, Section 2485 of the California Code of Regulations]). Provide clear signage that posts this requirement for workers at the entrances to the site. - Contractors shall maintain all construction equipment in proper working condition according to the manufacturer's specifications. The equipment must be checked by a certified mechanic and determined to be running in proper condition before it is operated. - Contractors shall ensure that emissions from all off-road diesel-powered equipment used on the project site do not exceed 40 percent opacity for more than three minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired immediately, and SMAQMD shall be notified within 48 hours of identification of noncompliant equipment. 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 to City Planning and SMAQMD throughout the duration of the project, 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 as well as 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. - Contractors shall provide a plan for approval by SMAQMD demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased, and subcontractor vehicles, will achieve a project-wide fleet average 20 percent NO_x reduction and 45 percent	City of Rancho Cordova Public Works Department	During completion of project specifications and during project construction	

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Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
	particulate reduction compared to the most recent California Air Resources Board (CARB) fleet average at time of construction. The contractor shall submit to the SMAQMD a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 horsepower, that will be used an aggregate of 40 or more hours during any portion of the construction project. The inventory shall include the horsepower rating, engine production year, and projected hours of use or fuel throughput for each piece of equipment. On or after January 1, 2015, require all off-road diesel-powered construction equipment greater than 50 hp to meet the Tier 3 emission standards, where available. In addition, require all construction equipment to be outfitted with control technologies certified by CARB. Require any emissions control device used by the contractor to achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. The inventory shall be updated and submitted monthly throughout the duration of the project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs. At least 48 hours prior to the use of subject heavy-duty off-road equipment, the project representative shall provide the SMAQMD with the anticipated construction timeline including start date and name and phone number of the project manager and on-site foreman. If at the time of construction, the SMAQMD has adopted a regulation applicable to construction emissions, compliance with the regulation may completely or partially replace this mitigation. Consultation with SMAQMD prior to construction will be necessary to make this determination.			
MM 3.2.11-2	Implementation of measures outlined above to reduce the project's exhaust particulate matter emissions would also serve to reduce the project's emission of TACs during project construction. Additionally, the following measure shall be implemented: The following measure shall be incorporated into all construction contract documents with respect to control of equipment/vehicle particulate emissions:	City of Rancho Cordova Public Works Department	During completion of project specifications and during project construction	

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	Where feasible, electrical or non-diesel-powered equipment will be used. The above measure would reduce exhaust particulate emissions by a minimum of 45 percent.			
MM 3.2.11-4	Implementation of the measures above identified to reduce the project's fugitive dust particular matter and exhaust particulate matter would also serve to reduce impacts resulting from NOx emissions by approximately 20 percent. After mitigation, emissions would still exceed the SMAQMD threshold of 85 pounds per day. SMAQMD has instituted a voluntary program for off-site mitigation for construction NOx impacts. The project's construction emissions could be reduced to less than 85 pounds per day through the purchase of an offset created by the SMAQMD. Fees collected in the program are used to reduce emissions within the region through engine repowers, retrofits of existing equipment with new emission control technology, and development of cleaner fuel alternatives for construction equipment. As of this writing, the mitigation fee rate was \$16,640 per ton of emissions. SMAQMD has developed a mitigation fee calculator to estimate the necessary mitigation fee necessary for a construction project. The mitigation fee calculator has been applied to Alternative 3 under the worst-case assumption that interchange construction and construction of the Rancho Cordova Parkway would occur simultaneously. Based on an estimated 15-month construction period and emissions estimates generated by SMAQMD's Road Construction Emissions Model, the estimated fee to reduce this impact to a less than significant level is roughly \$503,000. This estimate is based on current knowledge of project scheduling and current mitigation fee. The lead agency will consult with the SMAQMD prior to the start of construction activities to recalculate the mitigation fee. The lead agency shall pay the recalculated fee amount.	City of Rancho Cordova Public Works Department	During completion of project specifications and during project construction	
3.2.12 Noise				
MM 3.2.12-5	To minimize potential construction noise impacts, the contractor	City of Rancho Cordova	During project	

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	shall: - Conform to Section 14-8, "Noise and Vibration," in Caltrans Standard Specifications. - Adhere to local ordinances and codes relating to construction equipment and sound levels. - Install and maintain effective mufflers on construction equipment. - Locate equipment and staging areas as far from residences as possible. - Limit unnecessary idling of equipment. - Limit construction activity to the hours of 7:00 a.m. to 7:00 p.m. weekdays and 8:00 a.m. to 6:00 p.m. weekends when construction is conducted within 100 feet of residences, i.e., the westbound on- and off-ramps (north side of U.S. 50), or during any pile-driving activities.	Public Works Department	construction	
3.2.14 Wetlands and other Waters				
MM 3.2.14-2	In order to avoid and minimize project effects to the vernal pool, the following measures shall be implemented during construction activities: - During project development, the size of the work area limits will be minimized within sensitive habitat areas. - Additional impacts from vernal pool disturbance will be avoided by installing protective Environmentally Sensitive Area fencing and silt fencing between the vernal pool and the construction area limits to prevent accidental disturbance during construction and to protect water quality within the vernal pool during construction. - Standard BMPs will be implemented during and after	City of Rancho Cordova Public Works Department	Prior to and during project construction	

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Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
	construction to protect water quality in sensitive habitat areas during construction.			
MM 3.2.14-4a	As permanent and temporary direct impacts would occur to Buffalo Creek, which is a USACE jurisdictional feature, compensatory mitigation for direct impacts would be required, as follows. The City will execute a revegetation plan with three years of monitoring for the temporary degradation of intermittent creek habitat. The specific goals and criteria will aim to fully restore the functions and values to levels that are statistically identical or superior to that of adjacent habitat.	City of Rancho Cordova Public Works Department	Prior to and during project construction	
MM 3.2.14-4b	The City shall obtain all necessary permits required by the CWA and a Streambed Alteration Agreement from CDFW and implement all conditions specified in those permits: • Section 404 permit from USACE for fill of waters of the United States, including wetlands. • Section 401 water quality waiver or certification from RWQCB. • Streambed Alteration Agreement from CDFW.	City of Rancho Cordova Public Works Department, USACE, CDFW, and RWQCB	Prior to project construction	
MM 3.2.14-4c	The City shall ensure that the proposed project would result in no net loss of waters of the U.S. Where a Section 404 Permit has been issued by the USACE, or an application has been made to obtain a Section 404 Permit, the Mitigation and Management Plan required by that permit or proposed to satisfy the requirements of the USACE for granting a permit, may be submitted for purposes of achieving a no net loss of wetlands. Compensatory mitigation may consist of: (1) obtaining credits from a mitigation bank; (2) making a payment to an in-lieu fee program that will conduct wetland, stream or other aquatic resource restoration, creation, enhancement, or preservation activities; these programs are generally administered by government agencies or nonprofit organizations that have established an agreement with the regulatory agencies to use in-lieu fee payments collected from permit applicants; and/or (3) providing compensatory mitigation through an aquatic resource restoration, establishment,	City of Rancho Cordova Public Works Department	Prior to project construction	

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	enhancement and/or preservation activity. This last type of compensatory mitigation may be provided at or adjacent to the impact site (i.e., on-site mitigation) or at another location, usually within the same watershed as the permitted impact (i.e., off-site mitigation). The project proponent/permit applicant retains responsibility for the implementation and success of the mitigation project.			
MM 3.2.14-4d	The following measures will be implemented as part of the proposed project to avoid and minimize project effects to Buffalo Creek: - During project development, the size of the work area limits will be reduced to the smallest amount feasible within sensitive habitat areas. The interchange structure will be elevated, resulting in avoidance of any fill of intermittent creek habitat where it lies south of U.S. 50. - Impacts to the water quality of the intermittent creek within the BSA will be minimized by implementing BMPs and an erosion and sediment control plan that minimize impacts to water quality within the creek. - Measures to avoid temporary and indirect impacts would include fencing off the intermittent creek with orange construction fencing and limiting construction equipment access across the channel within the BSA. - To reduce potential impacts to vegetation and aquatic habitat associated with accidental spills of pollutants (e.g., fuel, oil, grease), the construction contractor will implement appropriate hazardous materials management practices to reduce the possibility of chemical spills or releases of contaminants, including any non-stormwater discharge. In addition, standard staging area practices for sediment-tracking reduction will also be implemented where necessary, including vehicle washing and street sweeping.	City of Rancho Cordova Public Works Department and USACE	Prior to start of project construction	
3.2.15 Plant Species				

Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
MM 3.2.15-2	The following measures from the Sacramento County Tree Preservation Ordinance (County Code Title 19.12), which was adopted by the City of Rancho Cordova, will be implemented as part of the proposed project to avoid and minimize damage to preserved trees during project construction: • During project development, the size of the work area limits will be reduced and minimized to the smallest amount feasible within sensitive habitat areas. • A circle with a radius measurement from the trunk of the tree to the tip of its longest limb shall constitute the dripline protection area of each tree. Limbs must not be cut back in order to change the dripline. The area beneath the dripline is a critical portion of the root zone and defines the minimum protected area of each tree. Removing limbs that make up the dripline does not change the protected area. • Protective fencing shall be installed at the driplines of the protected trees prior to the start of any construction work (including grading or placement of vehicles on site), in order to avoid damage to the trees and their root systems. This fencing may be installed around the outermost dripline of clusters of trees proposed for protection, rather than individual trees. Fencing shall be shown on all project plans. • No vehicles, construction equipment, mobile home/office, supplies, materials, or facilities shall be driven, parked, stockpiled, or located within the driplines of protected trees. A laminated sign indicating such shall be attached to fencing surrounding trees on-site. • No grading (grade cuts or fills) shall be allowed within the driplines of protected trees. • Drainage patterns on the site shall not be modified so that water collects or stands within, or is diverted across, the dripline of any protected tree.	City of Rancho Cordova Public Works and Planning Departments	Prior to and during project construction	

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	- No trenching shall be allowed within the driplines of protected trees. If it is absolutely necessary to install underground utilities within the dripline of a protected tree, the utility line shall be bored and jacked under the supervision of a certified arborist. - The construction of impervious surfaces within the driplines of protected trees shall be stringently minimized. When it is absolutely necessary, a piped aeration system shall be installed under the supervision of a certified arborist. Wherever possible, pervious concrete shall be used as an alternative to traditional concrete, when it is required under tree driplines. - No sprinkler or irrigation system shall be installed in such a manner that sprays water or requires trenching within the driplines of protected trees. An aboveground drip irrigation system is recommended. - Landscaping beneath protected trees may include non-plant materials such as bark mulch or wood chips. The only plant species that shall be planted within the driplines of protected trees are those that are tolerant of the natural environs of the trees. Limited drip irrigation approximately twice per summer is recommended for the understory plants. - Any protected trees on the site, which require pruning, shall be pruned by an arborist prior to the start of construction work. All pruning shall be in accordance with the American National Standards Institute A300 pruning standards and the International Society of Arboriculture's "Tree Pruning Guidelines." No signs, ropes, cables (except those which may be installed by an arborist to provide limb support), or any other items shall be attached to the protected trees.			
MM 3.2.15-3a	Any trees protected by the Tree Preservation Ordinance or the Rancho Cordova General Plan requiring removal for project construction will either be compensated for by replacement, purchase of habitat conservation areas to protect existing woodland habitats, through contribution to tree planting programs or in-lieu fee	City of Rancho Cordova Public Works and Planning Departments	Prior to and during project construction	

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	programs in the area, or through some combination of these options to achieve no net loss of trees from the project. Prior to any groundbreaking activities, the City Planning Department will determine which trees would be suitable candidates for protection and which trees will need to be mitigated if removed. Trees that would be removed or otherwise harmed by the project shall be mitigated for as described below.			
MM 3.2.15-3b	Prior to any groundbreaking activity, a Replacement Tree Planting Plan shall be prepared by an arborist or landscape architect. The Replacement Tree Planting Plan(s) shall follow the standards set forth in the City of Rancho Cordova Municipal Code and shall include the following minimum elements: • Species, size, and locations of all replacement plantings. • Method of irrigation. • A tree planting detail, including a 10-foot depth-boring hole to provide for adequate drainage. • Planting, irrigation, and maintenance schedules. • Identification of the maintenance entity and a written agreement with that entity, if other than the City of Rancho Cordova, to provide care and irrigation of the trees for a five-year establishment period and to replace any of the replacement trees which do not survive during that period. Replacement inches will be calculated based on the following size categories. • One J-pot = 0.5 inch dbh • One 15-gallon tree = 1 inch dbh	City of Rancho Cordova Public Works Department	Prior to project construction	

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	- One 24-inch box tree = 2 inches dbh - One 36-inch box tree = 3 inches dbh In order to meet some of the mitigation requirements, existing native trees on-site proposed for removal that are less than 6 inches dbh and are in fair or better condition may be transplanted to the new planting area. If existing trees are successfully transplanted, mitigation requirements may be reduced. No replacement tree shall be planted within 15 feet of a building foundation or other known areas of future ground disturbance. The minimum spacing for replacement trees shall be 15 feet on center. J-pots may be planted closer at the discretion of the City Arborist or the consulting arborist.			
3.2.16 Animal Species				
MM 3.2.16-1	The following measures will be implemented as part of the proposed project to avoid and minimize project effects to aquatic habitat (vernal pools and isolated seasonal wetlands) supporting special-status aquatic invertebrate species: - During project development, the size of the work area limits will be minimized within sensitive habitat areas. - Orange Environmentally Sensitive Area (ESA) fencing and silt fencing will be installed between the construction limits and the seasonal wetlands and vernal pool. - Appropriate hazardous materials management practices will be implemented to reduce the possibility of chemical spills or releases of contaminants. Standard BMPs will be implemented during and after construction to protect water quality in sensitive habitat areas during construction, including: appropriate hazardous materials management practices to reduce the possibility of chemical spills or releases of contaminants; and standard staging area practices for sediment-tracking reduction	City of Rancho Cordova Public Works Department and USFWS	Prior to and during project construction	

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	such as vehicle washing and street-sweeping.			
MM 3.2.16-5a	Prior to the start of construction activities that would disturb western spadefoot toad habitat, a biological monitor shall survey for the presence of adult toads. If adult toads are present, then they shall be relocated prior to disturbance of habitat. This relocation shall be done in consultation with CDFW.	City of Rancho Cordova Public Works Department and CDFW	Prior to project construction in potential toad habitat areas	
MM 3.2.16-5b	The City shall provide a Worker Environmental Awareness Program (WEAP) for all employees working within the BSA so that they are aware of resources in the area, required measures and practices for protecting biological resources, and contacts and procedures in case wildlife is injured or encountered during construction.	City of Rancho Cordova Public Works Department	Prior to and during project construction	
MM 3.2.16-7	The City shall include information on the western pond turtle in its WEAP for all employees working within the BSA as described in the mitigation measure above. Prior to the start of construction activities that would disturb western pond turtle habitat, a biological monitor shall survey for the presence of turtles. If turtles are present, they shall be relocated prior to disturbance of habitat. This relocation shall be done in consultation with CDFW.	City of Rancho Cordova Public Works Department and CDFW	Prior to project construction in potential turtle habitat areas	
MM 3.2.16-9a	A qualified biologist shall perform burrowing owl surveys in order to determine burrow locations within 30 days prior to construction using CDFW and California Burrowing Owl Consortium guidelines. The breeding period for burrowing owls is between February 1 and August 31 with the peak being between April 15 and July 15 (the recommended survey window). If construction is delayed or suspended for more than 30 days after the survey, the area shall be resurveyed. • Surveys for occupied burrows shall be completed within all construction areas and within 250 feet out from the proposed project work areas (where possible and appropriate based on habitat). All occupied burrows will be mapped on an aerial photo. • At least 15 days prior to the expected start of any project-related	City of Rancho Cordova Public Works Department and CDFW	Prior to project construction	

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	ground disturbance activities or the restart of activities, the City shall provide the burrowing owl survey report and mapping to the CDFW.			
MM 3.2.16-9b	If burrowing owls are identified during preconstruction surveys, the following actions shall be taken by the City to offset impacts during construction: 1. All occupied burrows within 160 feet of all project construction during the non-breeding season of September 1 through January 31, or all occupied burrows within 250 feet of all project construction during the breeding season of February 1 through August 31, shall be clearly marked with flags to identify burrow locations. 2. If unpaired owls or paired owls are present in or within 160 feet of areas scheduled for disturbance or degradation (e.g., grading) and nesting is not occurring, owls are to be removed by a qualified biologist per CDFW-approved passive relocation protocols. Passive relocation requires the use of one-way exclusion doors, which must remain in place at least 48 hours prior to site disturbance to ensure owls have left the burrow prior to construction. 3. If paired owls are nesting in areas scheduled for disturbance or degradation, nest(s) shall be avoided from February 1 through August 31 by a minimum of a 250-foot buffer or until fledging has occurred. Following fledging, owls may be passively relocated by a qualified biologist. 4. When destruction of occupied burrows is unavoidable, existing unsuitable burrows should be enhanced (enlarged or cleared of debris) or new burrows created (by installing artificial burrows) at a ratio of 2:1 on a protected lands site.	City of Rancho Cordova Public Works Department and CDFW	Prior to and during project construction	
MM 3.2.16-11	For trees/brush that must be removed to construct the proposed project, the City will target the removal of vegetation to occur outside the nesting season between September 1 and March 1. If trees/brush cannot be removed outside the nesting season, preconstruction surveys will be conducted prior to vegetation removal to verify the	City of Rancho Cordova Public Works Department and CDFW	Prior to project construction	

MITIGATION MONITORING AND REPORTING PROGRAM

Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
	absence of active bird nests within 50 feet of construction activities. Two surveys will be conducted, at least one week apart, with the second survey occurring no more than two days prior to tree removal. If no active nests are found, vegetation removal may proceed. If active nests are found, CDFW shall be notified, and the vegetation shall not be removed until the nest is no longer active, as determined by a CDFW-approved biologist. No construction activities shall take place within a 100-foot radius of the active nest (or another distance determined appropriate during consultation with CDFW).			
3.2.17 Threatened and Endangered Species				
MM 3.2.17-3	The following measures will be implemented as part of the project to avoid and minimize project effects to aquatic habitat (vernal pools and isolated seasonal wetlands) supporting threatened and endangered aquatic invertebrate species: • During project development, the size of the work area limits will be minimized within sensitive habitat areas. • Temporary impacts from aquatic habitat disturbance would be avoided by installing protective silt fencing between the aquatic habitats and the construction area limits to prevent accidental disturbance during construction and to protect water quality within the aquatic habitats during construction. • Standard BMPs would be implemented during and after construction to protect water quality in sensitive habitat areas during construction. A comprehensive plan for avoidance, on-site mitigation, off-site mitigation, or other compensation will be developed in cooperation with relevant state and federal agencies. To compensate for the permanent direct impacts to listed vernal pool crustacean habitat (isolated seasonal wetlands), the City of Rancho Cordova will purchase mitigation credits at a USFWS-approved conservation bank to offset the loss of isolated seasonal wetland habitat as a result of the project at a 3:1 ratio (3 acres of mitigation for every 1	City of Rancho Cordova Public Works Department, USFWS	Prior to project construction	

MITIGATION MONITORING AND REPORTING PROGRAM

Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
	acre lost). Because the project would not directly fill any vernal pools, no direct impacts would occur; therefore, no mitigation would be necessary to compensate for direct impacts to vernal pools under USFWS guidelines. To compensate for indirect impacts to 0.34 acres of vernal pools and indirect impacts to 0.23 acres of isolated seasonal wetlands, the City of Rancho Cordova will purchase mitigation credits at a USFWS-approved conservation bank to offset the loss of indirectly impacted vernal pool and isolated seasonal wetland habitat as a result of the project at a 2:1 ratio (2 acres of mitigation for every 1 acre indirectly impacted).			
MM 3.2.17-4	Avoidance and minimization efforts for this species were coordinated with the USFWS during Section 7 Consultation between Caltrans and USFWS, and are in accordance with the July 9, 1999, <i>Conservation Guidelines for the Valley Elderberry Longhorn Beetle</i> developed by the USFWS. The following measures will be implemented as part of the project prior to construction to avoid and minimize effects to VELB habitat: • During project development, the size of the work area limits will be minimized within sensitive habitat areas. • Effects from accidental disturbance during construction would be avoided by installing protective fencing between the shrubs identified for preservation and the construction area limits to prevent accidental disturbance during construction. Pursuant to the USFWS VELB conservation guidelines (USFWS 1999), elderberry shrub areas that will not be disturbed within a 100-foot buffer zone from the edge of project construction will be fenced and designated as avoidance areas during project construction. Minimum fence setbacks of 20 feet from the dripline of each elderberry plant may be allowed with USFWS approval. • Water trucks shall be used to water areas of exposed dirt to control dust from the project site. • Signs shall be erected along the edge of elderberry avoidance areas noticing construction crews that the area is VELB habitat and must not be disturbed. These signs shall remain for the	City of Rancho Cordova Public Works Department and USFWS	Prior to and during project construction	

MITIGATION MONITORING AND REPORTING PROGRAM

Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
	duration of construction. A WEAP shall be implemented to educate construction workers about the presence of VELB habitat in and near the project area, and to instruct them on proper avoidance. Each elderberry stem measuring 1 inch or greater in diameter at ground level that is adversely affected (i.e., transplanted or destroyed) shall be replaced, in a USFWS-approved conservation area, with elderberry seedlings or cuttings at a minimum ratio of 1:1 and as great as 6:1 (new plantings to affected stems).			
MM 3.2.17-5	USFWS concurred with the proposed requirements and replacement ratios for elderberry plants removed by the project. Mitigation will be completed as follows: <u>Transplant Elderberry Plants That Cannot Be Avoided:</u> Elderberry plants must be transplanted if they cannot be avoided by the proposed project. All elderberry plants with one or more stems measuring 1 inch or greater in diameter at ground level, including at a minimum the 23 shrubs within the project footprint, will be transplanted to a USFWS-approved conservation area. At USFWS's discretion, a plant that is unlikely to survive transplantation because of poor condition or location, or a plant that would be extremely difficult to move because of access problems, may be exempted from transplantation. In cases where transplantation is not possible, the mitigation ratios in Table 3.2.17-1 [for reader ease, this table has been copied from Chapter 2 and is included on the following page] may be increased to offset the additional habitat loss. Trimming of elderberry plants (e.g., pruning along roadways, bike paths, or trails) with one or more stems 1 inch or greater in diameter at ground level may result in mortality of beetles. Therefore, trimming is subject to appropriate mitigation ratios as outlined in Table 3.2.17-1. All transplanting or trimming shall occur in accordance with procedures outlined in the 1999 USFWS VELB Guidelines, and shall be protected and monitored according to the guidelines. <u>Plant Additional Seedlings or Cuttings:</u> Each elderberry stem measuring 1 inch or greater in diameter at ground level that is adversely affected (i.e., transplanted or destroyed) shall be replaced,	City of Rancho Cordova Public Works Department and USFWS	Prior to project construction	

MITIGATION MONITORING AND REPORTING PROGRAM

Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
	in a USFWS-approved conservation area, with elderberry seedlings or cuttings at a minimum ratio of 1:1 to and as great as 6:1 (new plantings to affected stems). Compensation ratios are listed and explained in Table 3.2.17-1. If the USFWS determines that the elderberry plants on the proposed project site are unsuitable candidates for transplanting, USFWS may allow the City to modify the stated ratios in Table 3.2.17-1 for each elderberry plant that cannot be transplanted. A mix of native plants associated with the elderberry plants at the project site or similar sites will be planted at ratios ranging from 1:1 to 2:1 [native tree/plant species to each elderberry seedling or cutting (see Table 3.2.17-1)]. These native plantings must be monitored with the same survival criteria used for the elderberry. <u>Terms and Conditions:</u> The incidental take of VELB anticipated for this project will result from direct effects to 31 elderberry shrubs with 365 stems 1 inch or greater in diameter at ground level that will be transplanted. In order to be exempt from the prohibitions of Section 9 of ESA, Caltrans must ensure compliance with the following terms and conditions, which implement the measures described above. 1. Caltrans shall include full implementation and adherence to the avoidance and minimization measures proposed in the BO and restated in this document, as a condition of any permit issued for the project. 2. In order to monitor whether the amount or extent of incidental take anticipated from implementation of the proposed project is approached, Caltrans shall adhere to the following reporting requirement: a. For those components of the action that will result in habitat degradation or modification whereby incidental take will occur, i.e., the removal of elderberry shrubs, Caltrans will notify the USFWS as soon as the removal is completed, providing documentation that the removal did not exceed the 31 elderberry shrubs with 365 stems 1 inch or greater above ground level anticipated. For the duration of the project construction, Caltrans shall also notify the USFWS if			

MITIGATION MONITORING AND REPORTING PROGRAM

Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
	there are any changes in project implementation that result in habitat disturbance not described in the Project Description and not analyzed in the BO.			
MM 3.2.17-6	During project development, the size of the work area limits will be minimized within sensitive habitat areas. To avoid impacts to nesting habitat, the removal of potential nest trees will be limited to only those necessary to construct the proposed project. For trees that must be removed to construct the proposed project, the City will target the removal of trees to occur outside the nesting season, which is between September 1 and March 1. If trees cannot be removed outside the nesting season, preconstruction surveys will be conducted prior to tree removal to verify the absence of active raptor nests within 500 feet of construction activities. Two surveys will be conducted, at least one week apart, with the second survey occurring no more than two days prior to tree removal. If no active nests are found, tree removal may proceed. If active nests are found, CDFW shall be notified, and the tree shall not be removed until the nest is no longer active, as determined by a CDFW-approved biologist. No construction activities shall take place within a 500-foot radius of the active nest (or another distance as determined appropriate during consultation with CDFW).	City of Rancho Cordova Public Works Department and CDFW	Prior to and during project construction	
MM 3.2.17-7	Measures to minimize impacts to Swainson's hawk foraging habitat include restoration of foraging habitat temporarily disturbed by project construction activities. After construction is completed, all temporarily disturbed areas will be stabilized with hydroseed and replanted with a mixture of native and nonnative plants (as deemed appropriate by a CDFW-approved biologist).	City of Rancho Cordova Public Works Department	After project construction	
MM 3.2.17-8	To compensate for the permanent loss of 13.13 acres of potential foraging habitat, it is anticipated that the City will purchase mitigation credits from a CDFW-approved Swainson's Hawk Mitigation Fund at a 1:1 ratio.	City of Rancho Cordova Public Works Department and CDFW	Prior to project construction	

MITIGATION MONITORING AND REPORTING PROGRAM

Proposed Mitigation	Summary of Measure	Monitoring Responsibility	Timing	Verification (Date and Initials)
Invasive Species				
MM 3.2.90	In compliance with the Executive Order on Invasive Species, EO 13112, and subsequent guidance from FHWA, the landscaping and erosion control included in the project will not use species listed as noxious weeds. In areas of particular sensitivity, extra precautions will be taken if invasive species are found in or adjacent to the construction areas. These include the inspection and cleaning of construction equipment and eradication strategies to be implemented should an invasion occur.	City of Rancho Cordova Public Works Department and CDFW	During project construction	

2410720.1

CITY OF RANCHO CORDOVA**RESOLUTION NO. 29-2015****A RESOLUTION OF THE CITY OF RANCHO CORDOVA APPROVING
THE RANCHO CORDOVA PARKWAY INTERCHANGE PROJECT****RECITALS**

WHEREAS, plans for the Rancho Cordova Interchange at U.S. Highway 50 (US 50) have been included in long-range planning efforts in the Rancho Cordova area since the 1980s, prior to the City's incorporation in 2003. The Cordova Community Plan, adopted in 2003, called for new roadway connections to enhance regional circulation and provide additional linkages, and identified a new interchange on US 50 in the location of the Rancho Cordova Parkway Interchange Project (Project or Parkway Interchange Project). The Project is identified in the City of Rancho Cordova's ("City") General Plan Circulation Element as one of the primary circulation pathways into and around one of the new planning areas designated in the General Plan. It is also identified in the Sacramento Area Council of Governments (SACOG) Metropolitan Transportation Plan (MTP) and the Metropolitan Transportation Improvement Program (MTIP); and

WHEREAS, the Project is intended to address existing operational deficiencies on US 50 and adjacent arterial roadways as well as anticipated growth in the Project vicinity. The City identified six objectives for the Project: relieve congestion on US 50, Sunrise Boulevard, White Rock Road, and Hazel Avenue south of US 50; improve traffic operations at the US 50/Sunrise Boulevard and US 50/Hazel Avenue interchanges; maintain acceptable levels of service on US 50 and at existing access points to US 50 under existing and future conditions; provide additional access to and from US 50 and planned developments; improve emergency access within the City; and provide access to regional transit facilities and park-and-ride lots, where feasible.

WHEREAS, the Project is subject to City, County of Sacramento, and state environmental review requirements, as well as federal environmental review requirements, because the City proposes the use of federal funds from the Federal Highway Administration (FHWA) and/or the project requires a FHWA approval action. An Environmental Impact Report/Environmental Assessment (EIR/EA) was prepared for the Project for purposes of compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The City is the Project proponent and the lead agency under CEQA, and Caltrans is the lead agency under NEPA; and

WHEREAS, a good faith effort was made to evaluate all potentially feasible alternatives that could feasibly obtain the basic objectives of the Project. Thirteen alternatives were considered for the Project. Alternatives 1 through 7, developed in coordination with Caltrans, were alternative interchange designs (design variations). The remaining alternatives considered were alternatives to not building an interchange at the proposed location. These alternatives were developed to attempt to reduce or avoid significant impacts of the Project. Extensive analysis of alternatives, their environmental impacts or benefits, and feasibility were included in the EIR/EA. Alternative 3 was determined to be the preferred design for the Project.

WHEREAS, the Final EIR/EA provided information to the decision-makers and the public on the environmental consequences of the Project. The Final EIR/EA adequately described the Project, its significant environmental impacts, mitigation measures, and a reasonable range of alternatives to the Project. Based on its independent review and consideration of the Project record as a whole, including the analysis of public comments, the Final EIR/EA for the Project reflects the City Council's independent judgment and analysis on the potential environmental impacts of the Project; and

WHEREAS, on March 16, 2015, the City Council held a public hearing on the Project and Final EIR/EA; and

WHEREAS, prior to approval of the Project, the City Council adopted Resolution No. ADD adopted all findings as required under CEQA including findings on the infeasibility of alternatives, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.

NOW, THEREFORE, the City Council of the City of Rancho Cordova does hereby resolve as follows:

1. The foregoing recitals are true and correct and made a part of this resolution.
2. Having reviewed and considered the Draft and Final EIR/EA for the Project and other relevant materials and information in the record as a whole, the City Council hereby approves the Rancho Cordova Parkway Interchange Project and Alternative 3 as the preferred design alternative. The City Council hereby approves the plans for the Project attached hereto as **Exhibit A** and additional features added to the project attached hereto as **Exhibit B**.
3. The location and custodian of the documents that constitute the record of proceedings for the Project is the City of Rancho Cordova Planning Department, 2729 Prospect Park Drive, Rancho Cordova, CA 95670. Documents relating to the Project are available for review in the City Planning Department and on the City's website for the Project located at <http://ranchocordovainterchange.net>.

Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 16th day of March, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

2407854.1

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
REGISTERED CIVIL ENGINEER			DATE		
PLANS APPROVAL DATE					
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.					
AECOM 2020 L STREET SUITE 300 SACRAMENTO, CA 95811			CITY OF RANCHO CORDOVA 2729 PROSPECT PARK DRIVE RANCHO CORDOVA, CA 95670		



PAVEMENT STRUCTURAL SECTIONS
(PENDING MATERIALS REPORT)

- 1

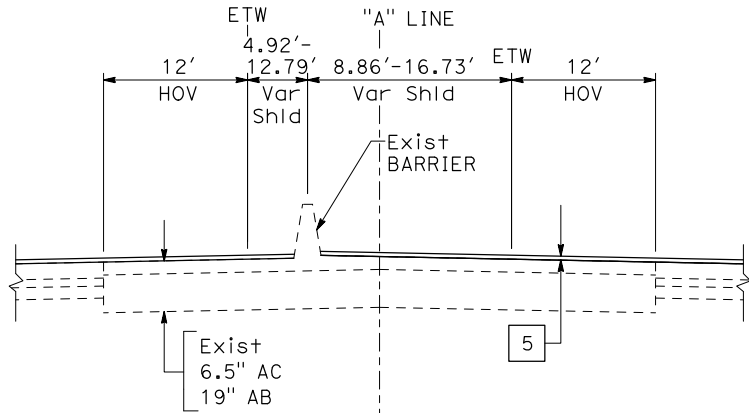
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0.5" CI 2 AB
- 2

2" RAC
5" HMA (Type A)
16" CI 2 AB
- 3

2" RAC (Type G)
6" HMA (Type A)
25" CI 2 AB
- 4

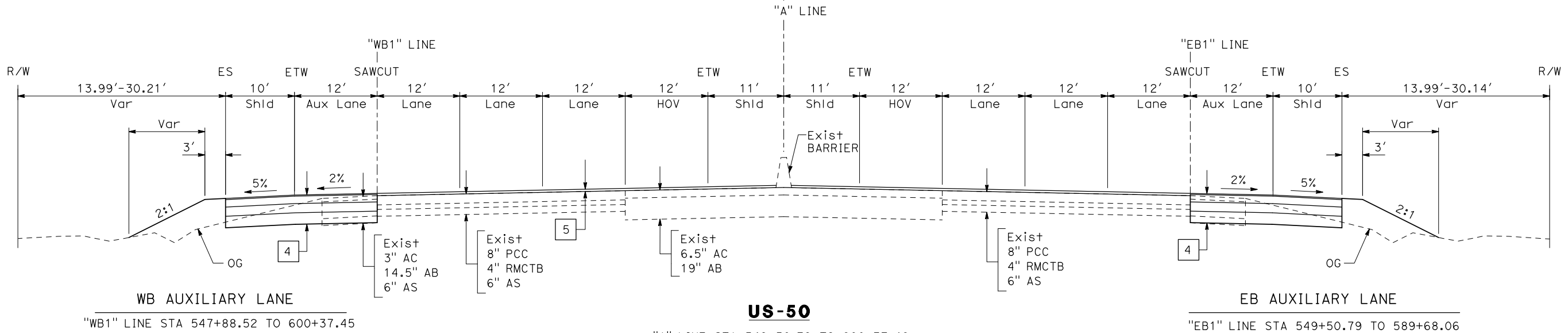
1" RAC
6.5" HMA (Type A)
8" CI 2 AB
10" AS
- 5

2" RAC (Type O)



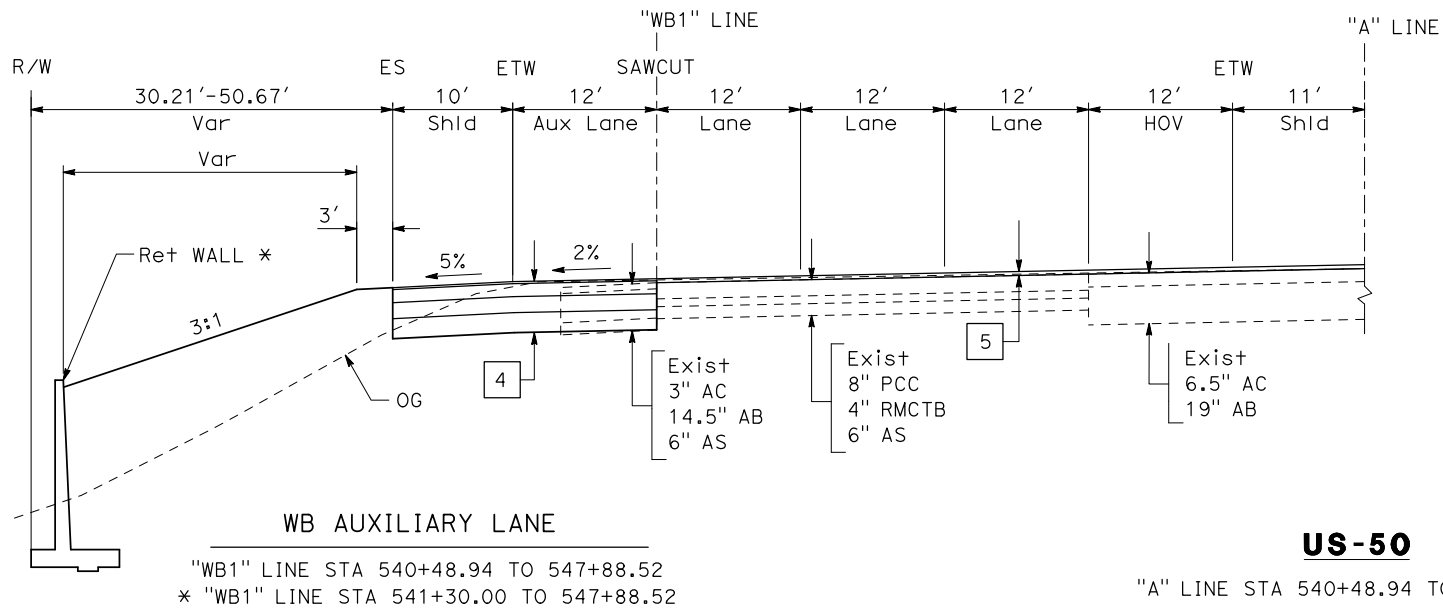
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US-50

"A" LINE STA 549+50.79 TO 600+37.46



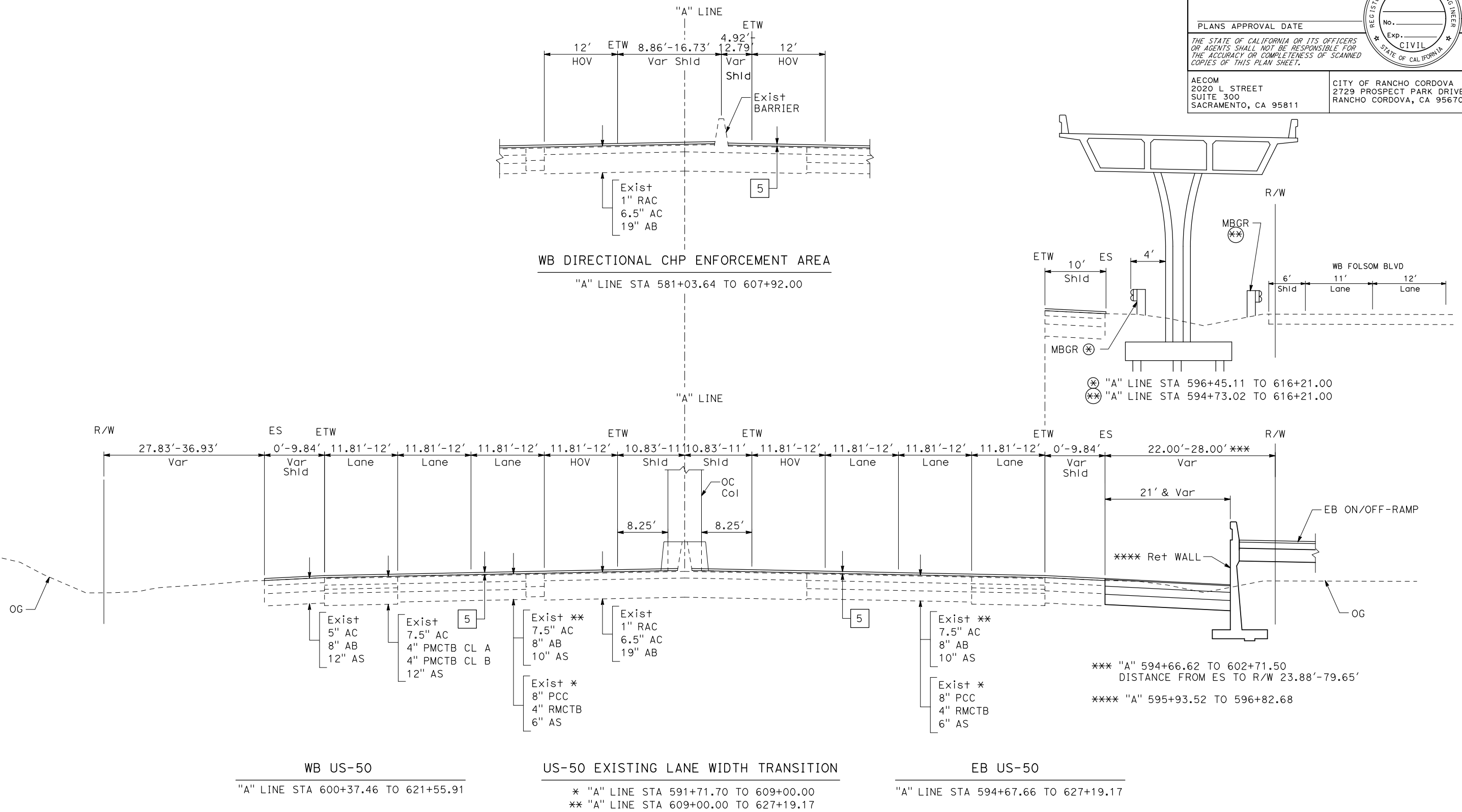
US-50

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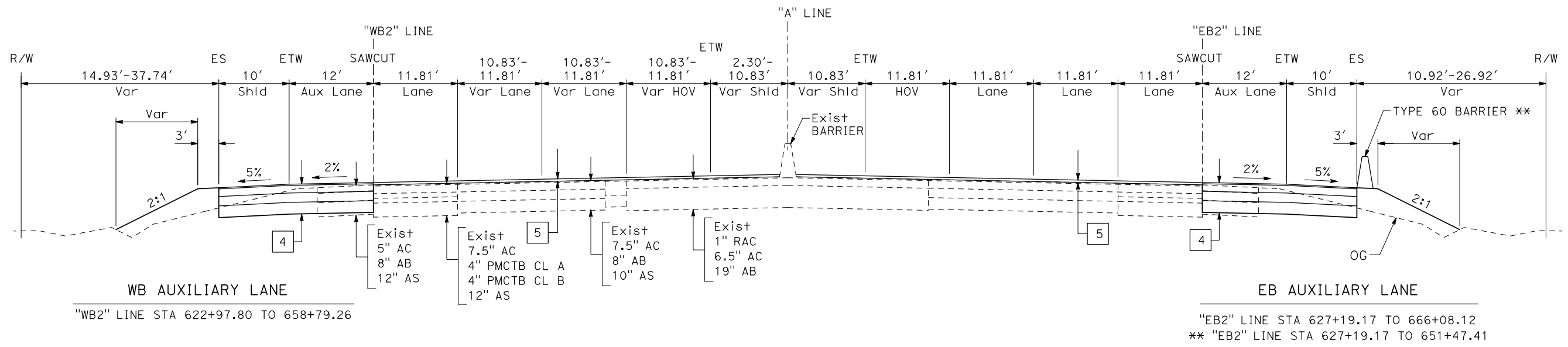
TYPICAL CROSS SECTIONS
NO SCALE

X - 395

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
REGISTERED CIVIL ENGINEER			DATE		
PLANS APPROVAL DATE					
<i>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</i>					
AECOM 2020 L STREET SUITE 300 SACRAMENTO, CA 95811			CITY OF RANCHO CORDOVA 2729 PROSPECT PARK DRIVE RANCHO CORDOVA, CA 95670		



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
REGISTERED CIVIL ENGINEER			DATE		
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AECOM 2020 L STREET SUITE 300 SACRAMENTO, CA 95811			CITY OF RANCHO CORDOVA 2729 PROSPECT PARK DRIVE RANCHO CORDOVA, CA 95670		

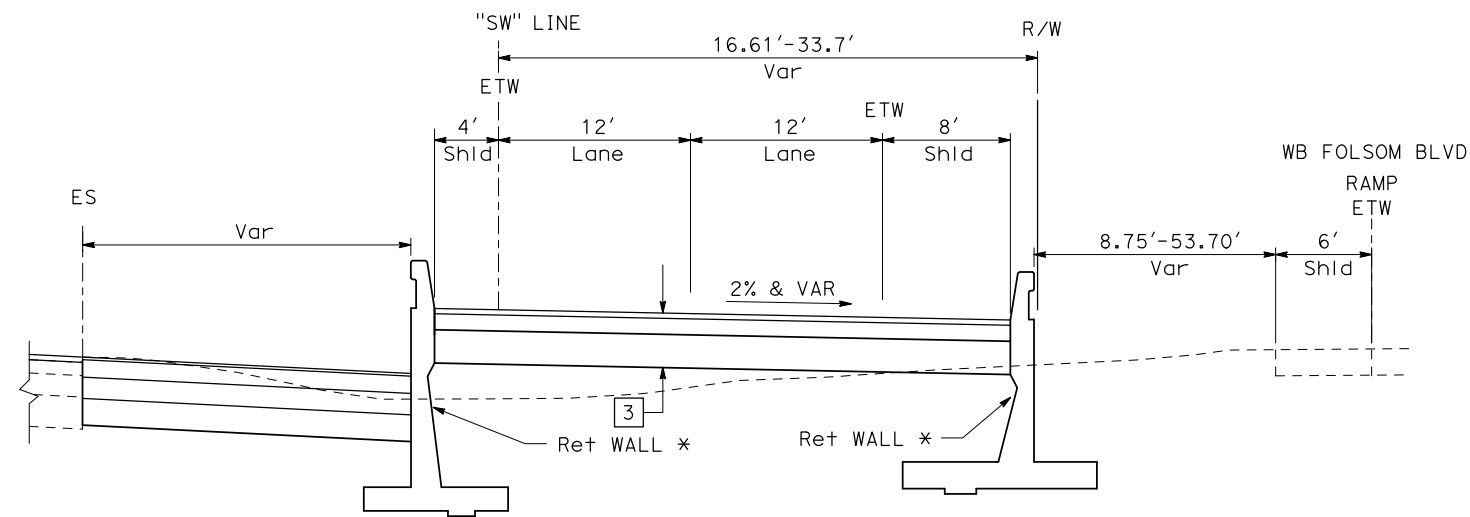


US-50

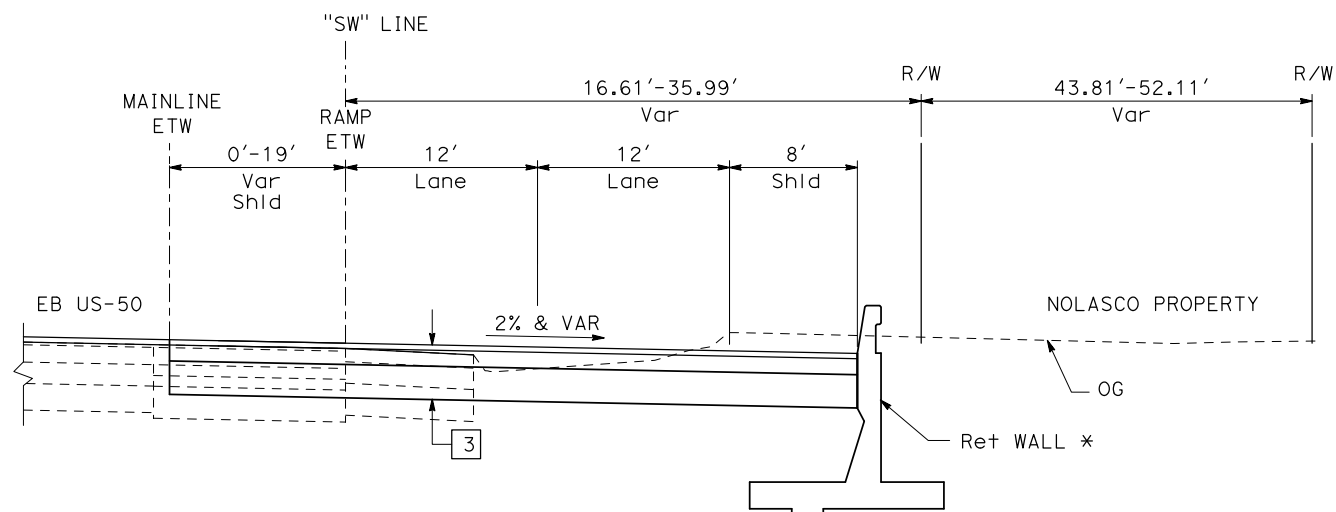
TYPICAL CROSS SECTIONS
NO SCALE

X-397

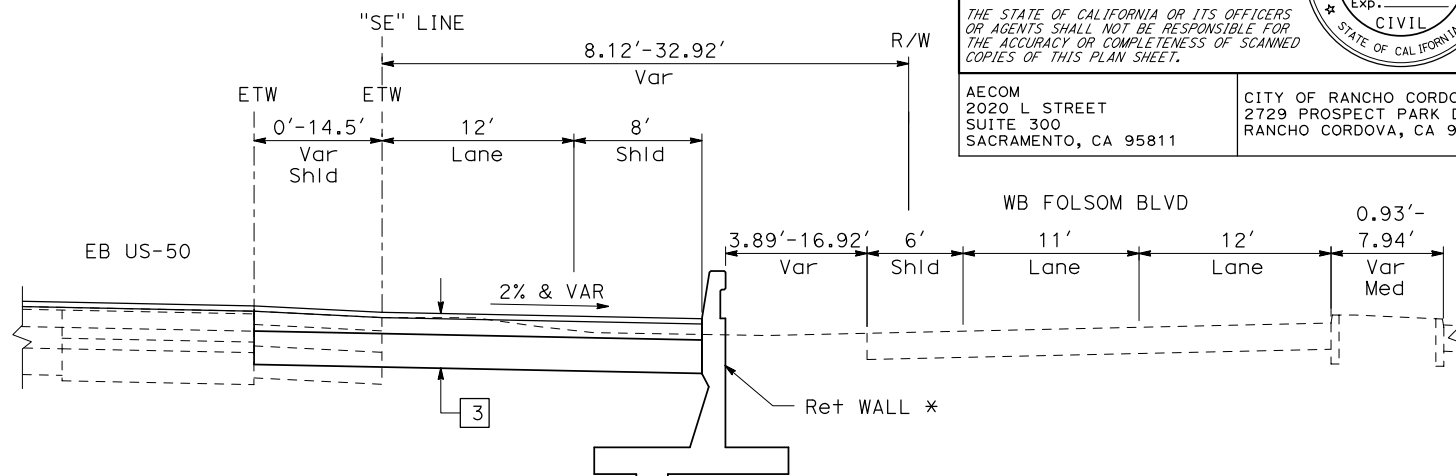
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
REGISTERED CIVIL ENGINEER			DATE		
PLANS APPROVAL DATE			No. _____ Exp. _____		
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AECOM 2020 L STREET SUITE 300 SACRAMENTO, CA 95811			CITY OF RANCHO CORDOVA 2729 PROSPECT PARK DRIVE RANCHO CORDOVA, CA 95670		

**"SW" EB OFF-RAMP**

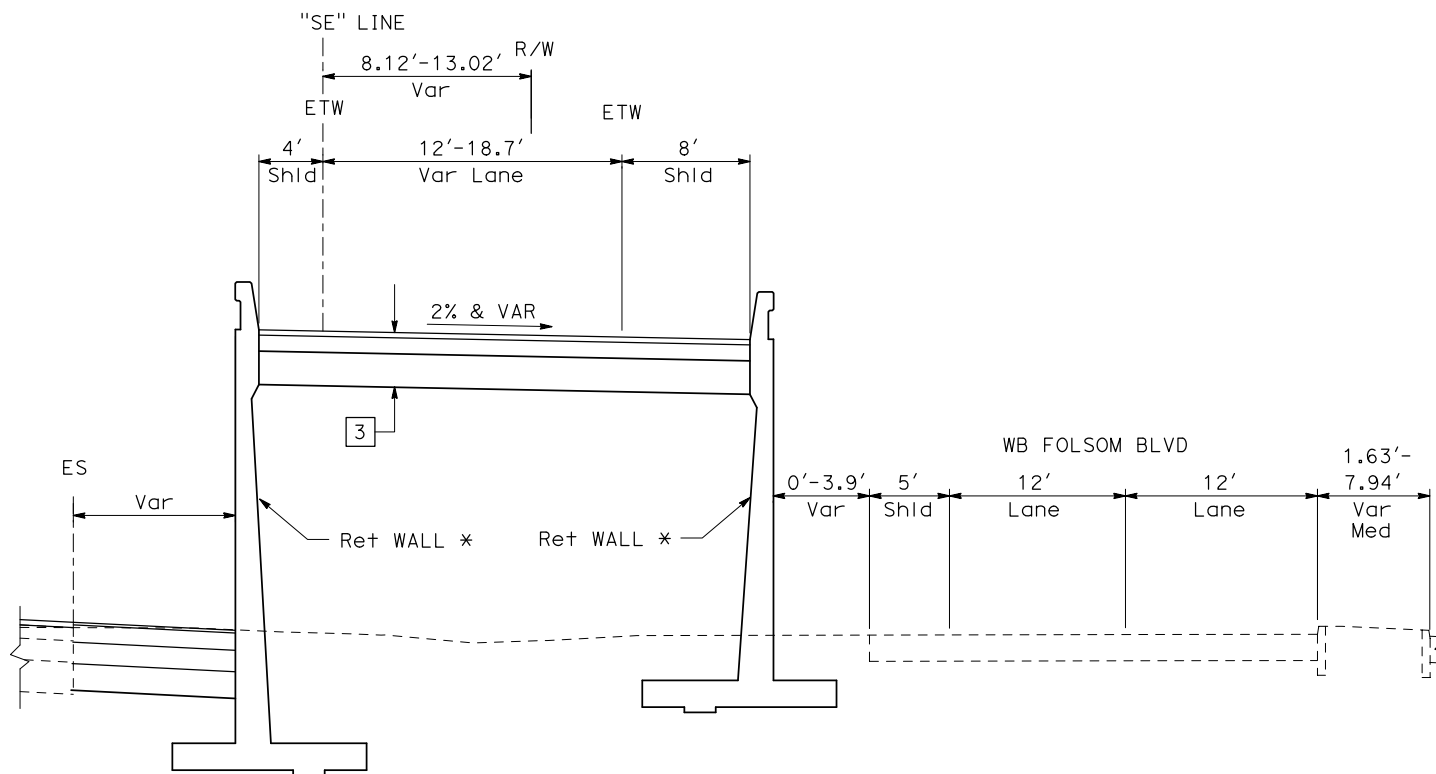
STA "SW" 94+62.18 TO 96+82.68
* SEE LAYOUT FOR WALL LIMITS

**"SW" EB OFF-RAMP**

STA "SW" 91+97.66 TO 94+62.18
* SEE LAYOUT FOR WALL LIMITS

**"SE" EB ON-RAMP**

STA "SE" 19+98.21 TO 27+19.71
* SEE LAYOUT FOR WALL LIMITS

**"SE" EB ON-RAMP**

STA "SE" 16+39.47 TO 19+98.21
* SEE LAYOUT FOR WALL LIMITS

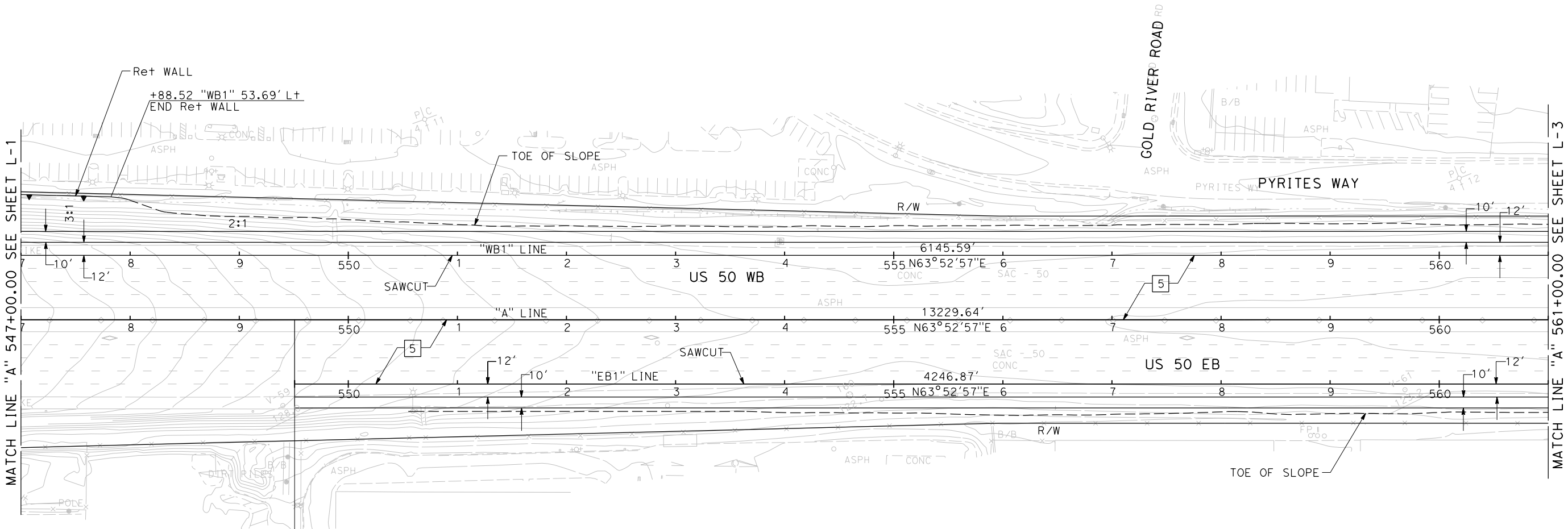
TYPICAL CROSS SECTIONS
NO SCALE

X - 401

NOTE: FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA,
SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
REGISTERED CIVIL ENGINEER			DATE		
PLANS APPROVAL DATE					
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AECOM 2020 L STREET SUITE 300 SACRAMENTO, CA 95811			CITY OF RANCHO CORDOVA 2729 PROSPECT PARK DRIVE RANCHO CORDOVA, CA 95670		

REGISTERED PROFESSIONAL ENGINEER
No. _____
Exp. _____
CIVIL
STATE OF CALIFORNIA



"EB1" 549+50.79 =
"A" 549+50.79 59.00' L+
Beg AUX LANE
CONFORM

LAYOUT

SCALE: 1" = 50'

403
L-1

NOTE: FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA,
SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE.

CURVE DATA TABLE				
NO.	RADIUS	DELTA	LENGTH	TANGENT
①	2700.00'	5°23'48"	254.31'	127.25'
②	6000.00'	2°24'48"	252.72'	126.38'
③	3000.00'	3°11'44"	167.32'	83.68'

Dist

COUNTY

ROUTE

POST MILES
TOTAL PROJECT

SHEET
No.

TOTAL
SHEETS

REGISTERED CIVIL ENGINEER

DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.

AECOM
2020 L STREET
SUITE 300
SACRAMENTO, CA 95811

CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DRIVE
RANCHO CORDOVA, CA 95670

REGISTERED PROFESSIONAL ENGINEER

No.

Exp.

CIVIL

STATE OF CALIFORNIA

This engineering layout plan shows the proposed and existing alignments for Folsom Blvd. The plan includes stationing from 589+00.00 to 603+50.00. Key features include:
- **Alignments:** "WB1" LINE, "A" LINE, "EB1" LINE, and "SW" LINE.
- **Curves:** Three curves are defined in the table: Curve 1 (2700.00' radius), Curve 2 (6000.00' radius), and Curve 3 (3000.00' radius).
- **Infrastructure:** Folsom South Canal, Light Rail, and various culverts and retaining walls (MSE Ret Wall, Beg Ret Wall).
- **Labels:** "US 50 WB", "US 50 EB", "FOLSOM BLVD", "LIGHT RAIL", "UP RR", "ASPH", "CONC", "TOE OF SLOPE", "EXTEND CULVERT", "RELOCATED PRIVATE SIGN (48' X 20')".
- **Match Lines:** MATCH LINE "A" 589+00.00 SEE SHEET L-4 on the left and MATCH LINE "A" 603+50.00 SEE SHEET L-6 on the right.
- **Scale:** SCALE: 1" = 50'.

LAYOUT
SCALE: 1" = 50'

L-5
406

BORDER LAST REVISED 2/1/2008

RELATIVE BORDER SCALE IS IN INCHES

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NOTE: FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA,
SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE.

Dist

COUNTY

ROUTE

POST MILES
TOTAL PROJECT

SHEET
No.

TOTAL
SHEETS

REGISTERED CIVIL ENGINEER

DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER

No.

Exp.

CIVIL

STATE OF CALIFORNIA

AECOM
2020 L STREET
SUITE 300
SACRAMENTO, CA 95811

CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DRIVE
RANCHO CORDOVA, CA 95670

CURVE DATA TABLE				
NO.	RADIUS	DELTA	LENGTH	TANGENT
③	3000.00'	3°11'44"	167.32'	83.68'
④	1001.00'	20°14'14"	353.56'	178.64'
⑤	850.00'	12°24'47"	184.15'	92.44'
⑥	1350.00'	5°39'47"	133.43'	66.77'
⑧	2700.00'	2°58'38"	140.30'	70.17'
⑫	3280.83'	20°35'15"	1178.06'	595.86'
⑬	13.58'	113°56'23"	27.01'	20.89'
⑭	15.00'	90°0'00"	23.56'	15.00'
⑮	25.00'	79°55'06"	34.87'	20.95'
⑯	25.00'	99°39'09"	43.48'	29.61'
⑰	28.00'	72°19'59"	35.35'	20.47'
⑱	175.00'	30°55'35"	94.46'	48.41'
⑲	42.00'	51°30'39"	37.76'	20.26'
⑳	145.00'	26°52'33"	68.02'	34.65'

LAYOUT

SCALE: 1" = 50'

407
L-6

REVIS

BY

DATE

REVIS

BY

DATE

CALCULATED-
DESIGNED BY

CHECKED BY

CONSULTANT FUNCTIONAL SUPERVISOR

TRANSPORTATION

AGENDA ITEM 14.1

BORDER LAST REVISED 2/1/2008

RELATIVE BORDER SCALE
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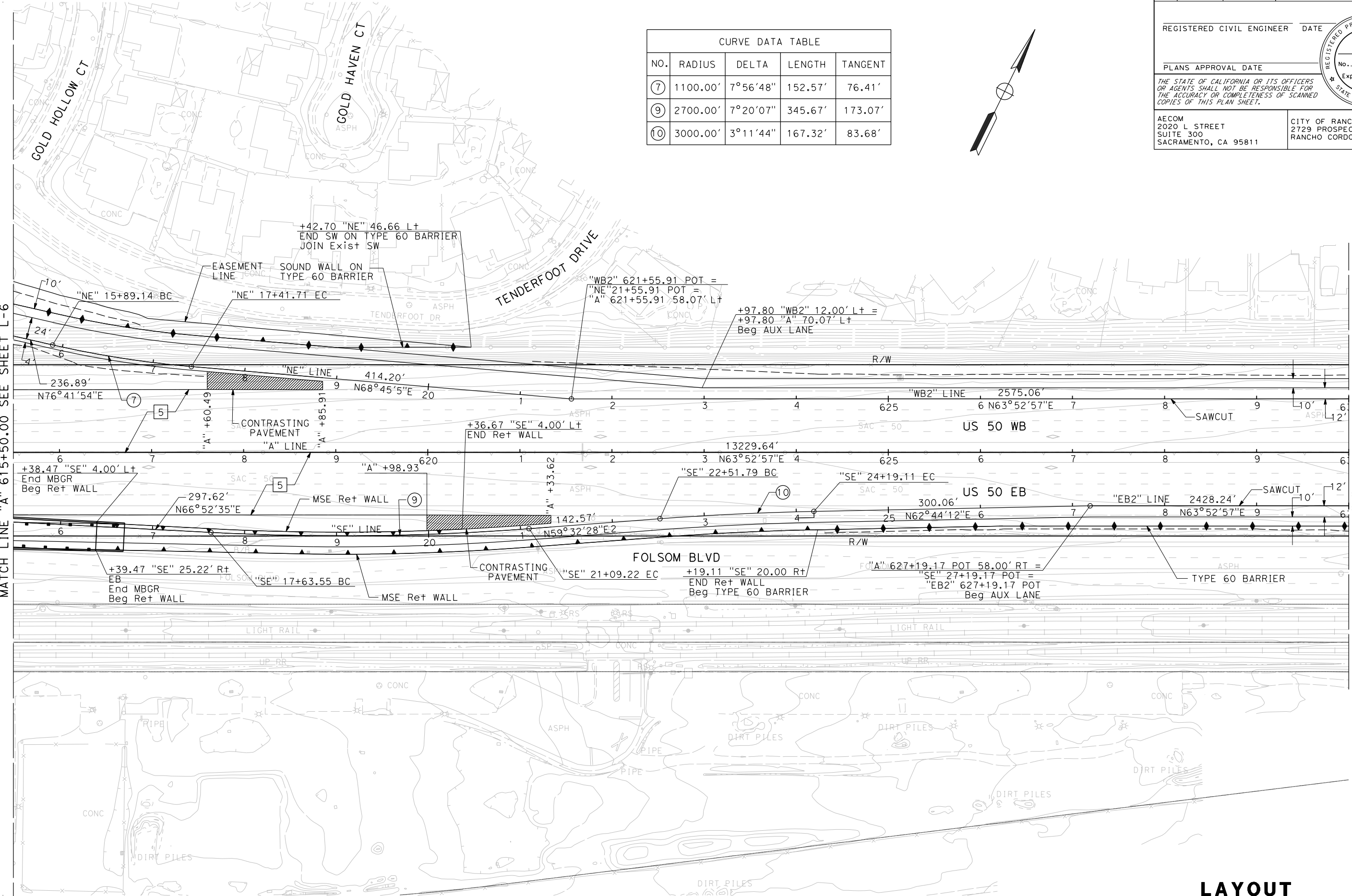
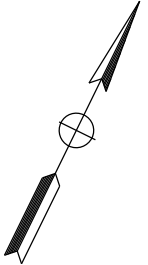
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LAST REVISION
DATE PLOTTED => 2/21/2014
TIME PLOTTED => 10:55:47 AM

NOTE: FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA,
SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
REGISTERED CIVIL ENGINEER			DATE		
PLANS APPROVAL DATE			No. _____ Exp. _____ CIVIL STATE OF CALIFORNIA		
AECOM 2020 L STREET SUITE 300 SACRAMENTO, CA 95811			CITY OF RANCHO CORDOVA 2729 PROSPECT PARK DRIVE RANCHO CORDOVA, CA 95670		

CURVE DATA TABLE				
NO.	RADIUS	DELTA	LENGTH	TANGENT
⑦	1100.00'	7°56'48"	152.57'	76.41'
⑨	2700.00'	7°20'07"	345.67'	173.07'
⑩	3000.00'	3°11'44"	167.32'	83.68'



LAYOUT

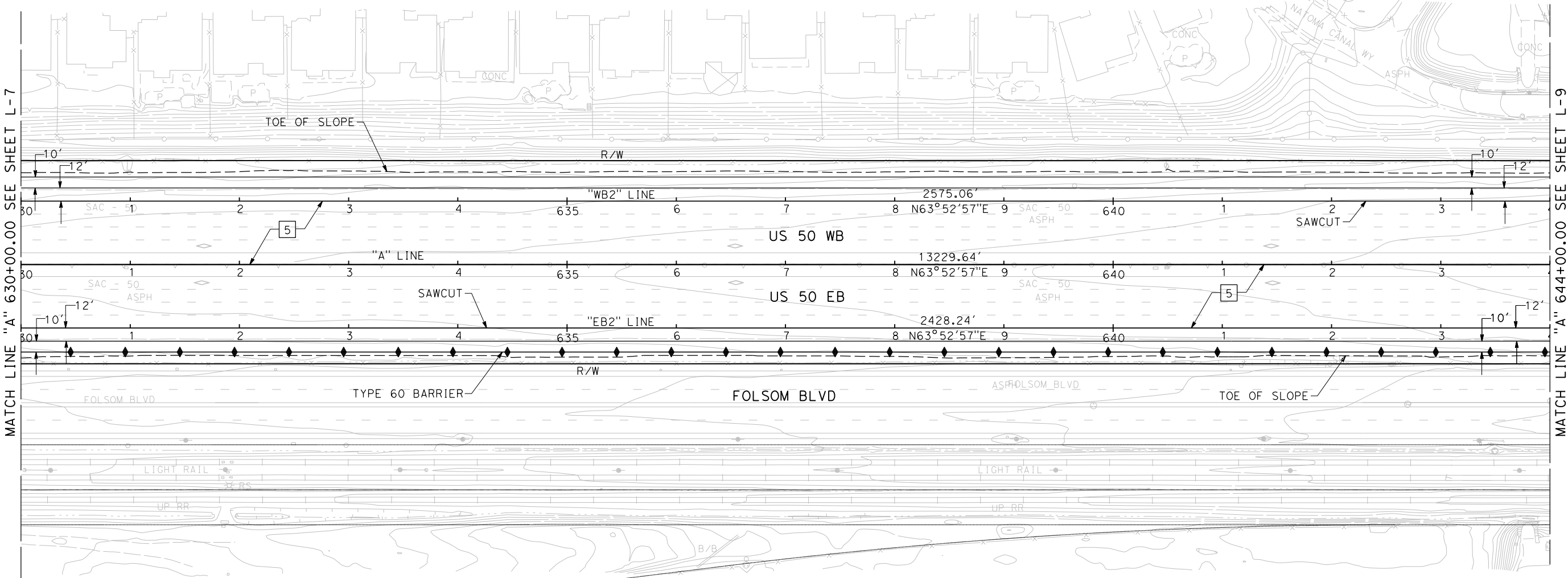
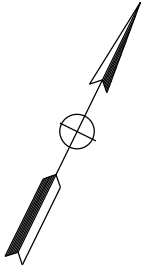
SCALE: 1" = 50'

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L-788

NOTE: FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA,
SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
REGISTERED CIVIL ENGINEER			DATE		
PLANS APPROVAL DATE					
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.					
AECOM 2020 L STREET SUITE 300 SACRAMENTO, CA 95811			CITY OF RANCHO CORDOVA 2729 PROSPECT PARK DRIVE RANCHO CORDOVA, CA 95670		

REGISTERED PROFESSIONAL ENGINEER
No. _____
Exp. _____
CIVIL
STATE OF CALIFORNIA



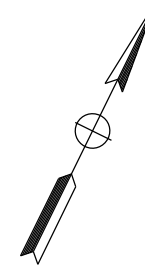
LAYOUT

SCALE: 1" = 50'

L-3 409

NOTE: FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA,
SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE.

CURVE DATA TABLE				
NO.	RADIUS	DELTA	LENGTH	TANGENT
⑪	4999.72'	8°29'12"	740.56'	370.96'
⑫	8904.31'	1°12'46"	188.47'	94.24'
⑬	4233.65'	7°15'07"	535.86'	268.29'
⑭	5057.79'	8°29'12"	749.16'	375.27'



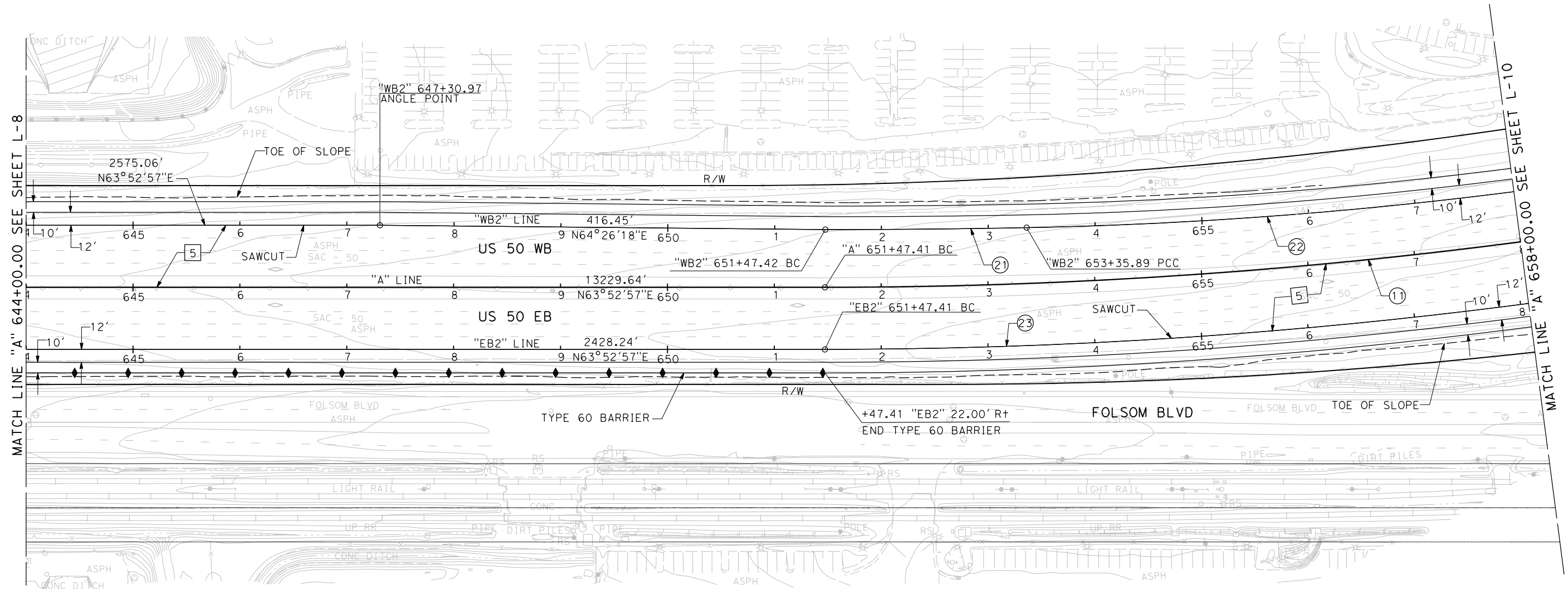
Dist#	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER	DATE

PLANS APPROVAL DATE

*THE STATE OF CALIFORNIA OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.*

AECOM 2020 L STREET SUITE 300 SACRAMENTO, CA 95811	CITY OF RANCHO CORDOVA 2729 PROSPECT PARK DRIVE RANCHO CORDOVA, CA 95670
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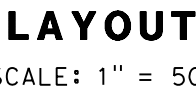


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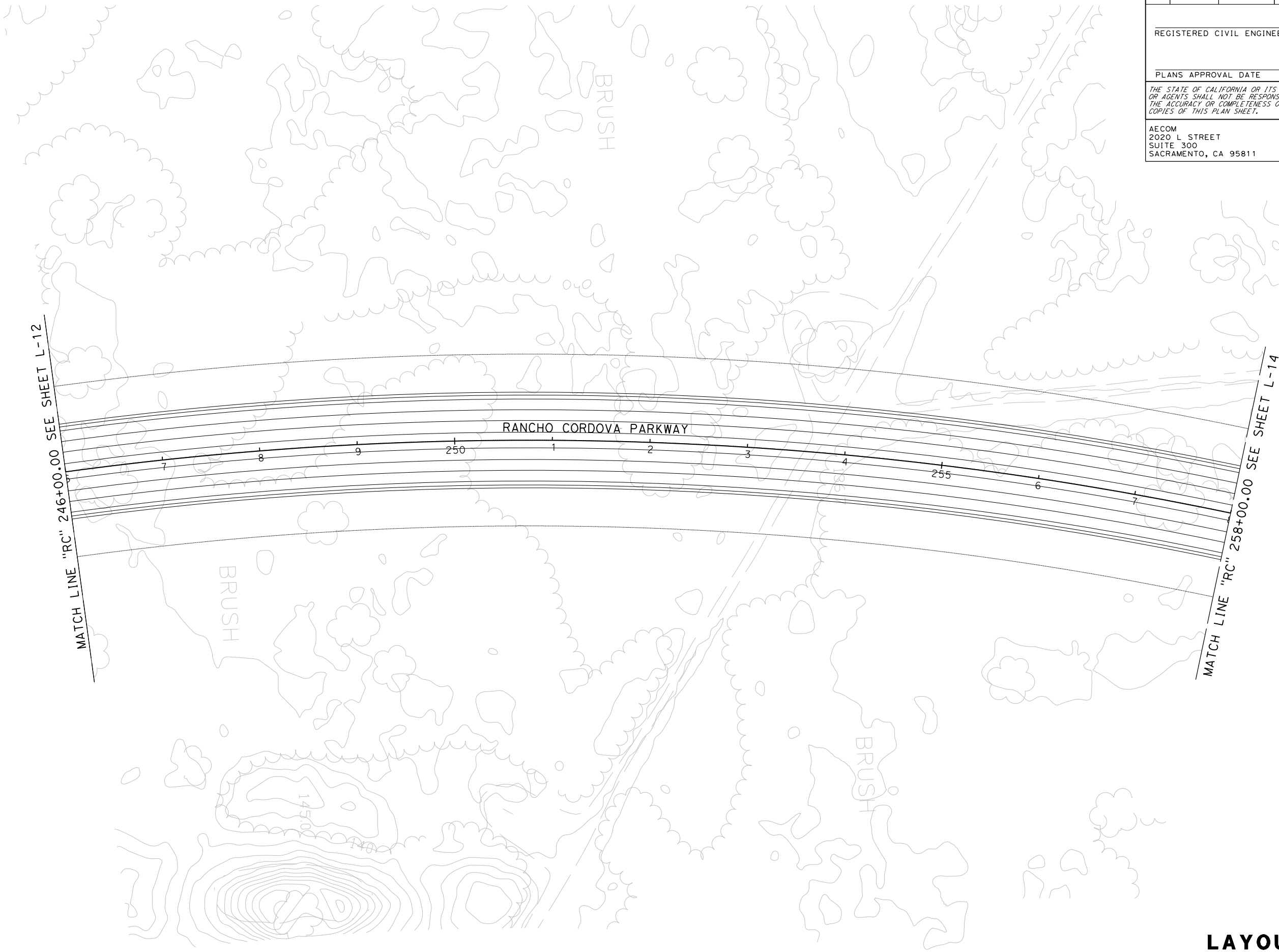
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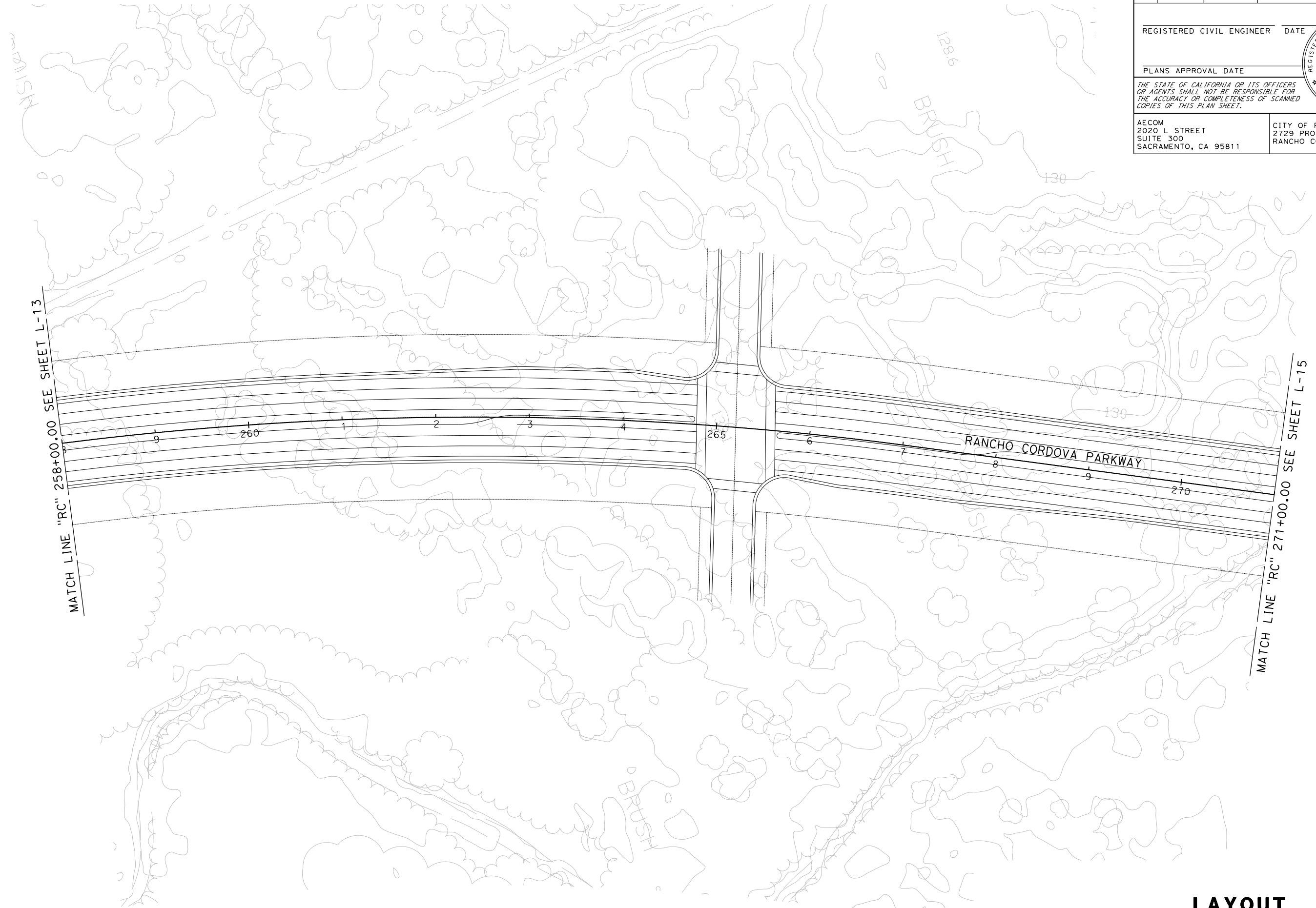
DATE PLOTTED => 2/21/2014	LAST REVISION
TIME PLOTTED => 11:08:29 AM	00-00-00



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
<u>REGISTERED CIVIL ENGINEER</u> <u>PLANS APPROVAL DATE</u> <u>DATE</u>  <i>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</i>					
AECOM 2020 L STREET SUITE 300 SACRAMENTO, CA 95811			CITY OF RANCHO CORDOVA 2179 PROSPECT PARK DRIVE RANCHO CORDOVA, CA 95670		



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
REGISTERED CIVIL ENGINEER			DATE		
PLANS APPROVAL DATE					
<i>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS, SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</i>					
AECOM 2020 L STREET SUITE 300 SACRAMENTO, CA 95811			CITY OF RANCHO CORDOVA 2729 PROSPECT PARK DRIVE RANCHO CORDOVA, CA 95670		



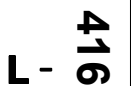
LAYOUT

SCALE: 1" = 50'

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L-1



DATE PLOTTED => 2/21/2014	LAST REVISION
TIME PLOTTED => 11:43:17 AM	00-00-00



EA 000000

00-00-00	DATE PLOTTED => 2/21/2014
LAST REVISION	

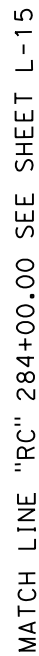
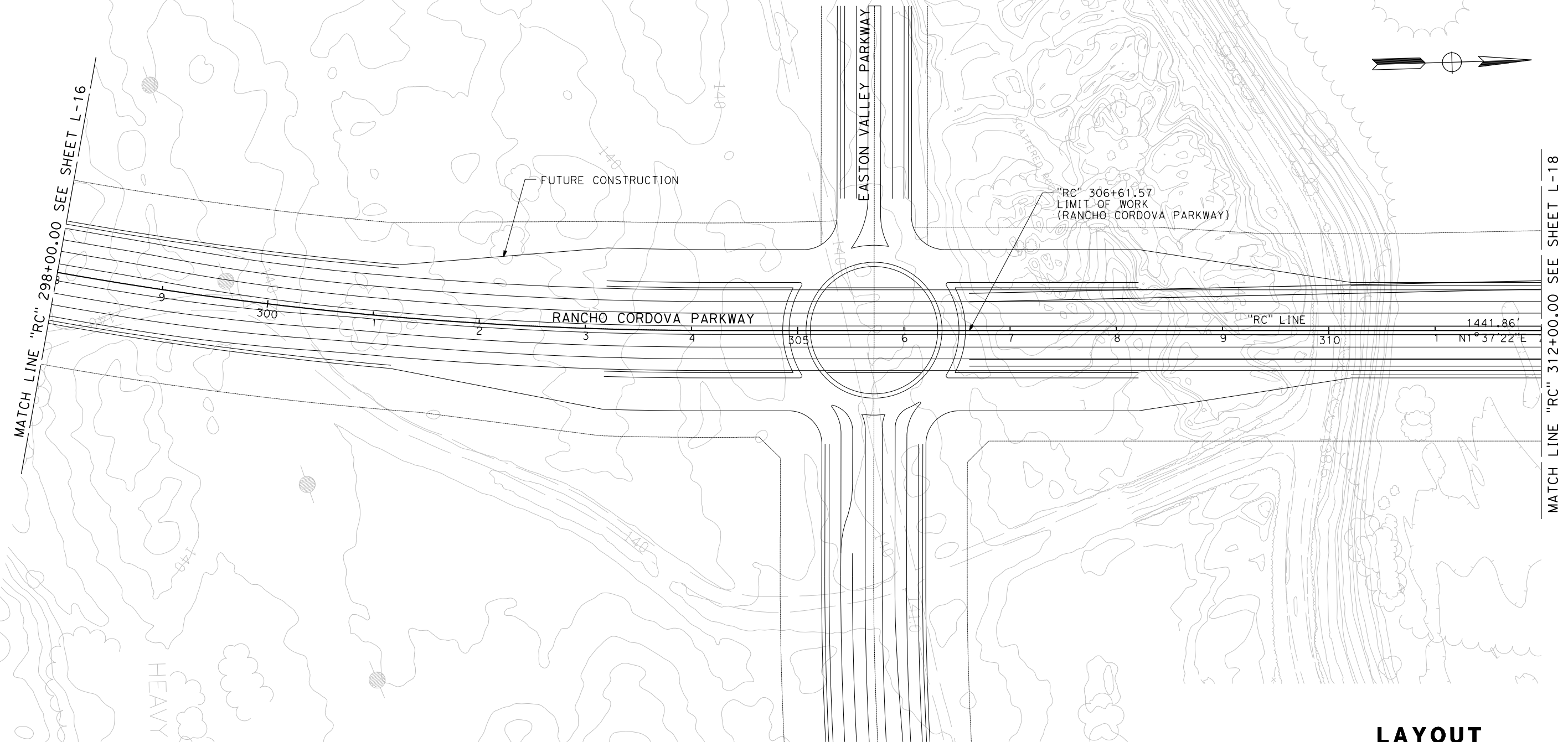
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EXHIBIT A

NOTE: FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA,
SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
REGISTERED CIVIL ENGINEER			DATE		
PLANS APPROVAL DATE					
<i>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</i>					
AECOM 2020 L STREET SUITE 300 SACRAMENTO, CA 95811			CITY OF RANCHO CORDOVA 2729 PROSPECT PARK DRIVE RANCHO CORDOVA, CA 95670		



LAYOUT

SCALE: 1" = 50'

L-17 418

BORDER LAST REVISED 2/1/2008

RELATIVE BORDER SCALE
IS IN INCHES



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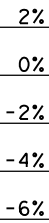
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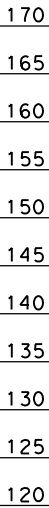
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Subpart 14.1 **AGENDA ITEM 14.1**

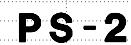
DATE PLOTTED => 2/21/2014	LAST REVISION
TIME PLOTTED => 11:44:07 AM	00-00-00



450' VC
SSD=409'



420



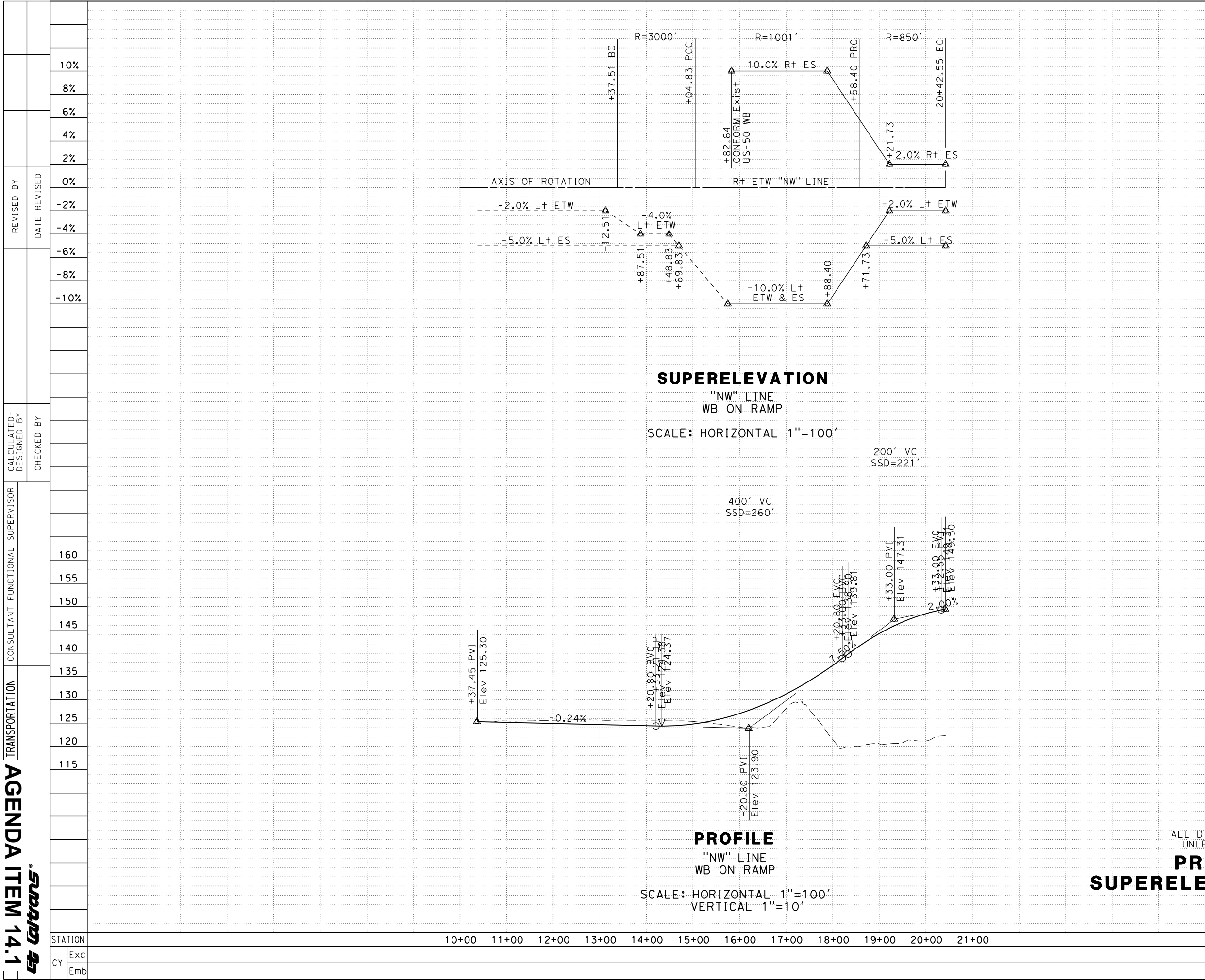
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Subpart 25
AGENDA ITEM 14.1

00-00-00	DATE PLOTTED => 2/21/2014
00-00-00	TIME PLOTTED => 11:46:34 AM



	Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS				
	03	SAC	50	12.5/15.7						
10%	REGISTERED CIVIL ENGINEER DATE									
8%	PLANS APPROVAL DATE									
6%	THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.									
4%	REGISTERED PROFESSIONAL ENGINEER No. _____ Exp. _____ CIVIL STATE OF CALIFORNIA									
2%							AECOM 2020 L STREET SUITE 300 SACRAMENTO, CA 95811		CITY OF RANCHO CORDOVA 2729 PROSPECT PARK DRIVE RANCHO CORDOVA, CA 95670	
0%										

**PROFILE AND
SUPERELEVATION DIAGRAM**
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REVISOR

REVISED BY

CALCULATED-DESIGNED BY

CHECKED BY

CONSULTANT FUNCTIONAL SUPERVISOR

TRANSPORTATION

AGENDA ITEM 14.1

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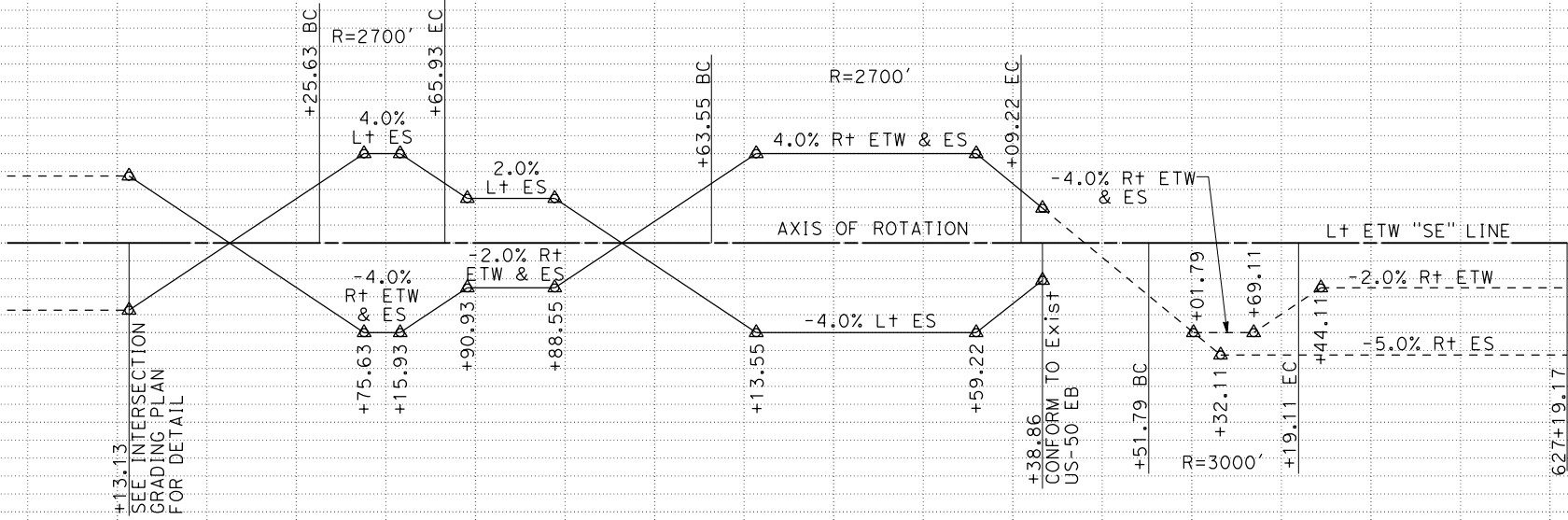
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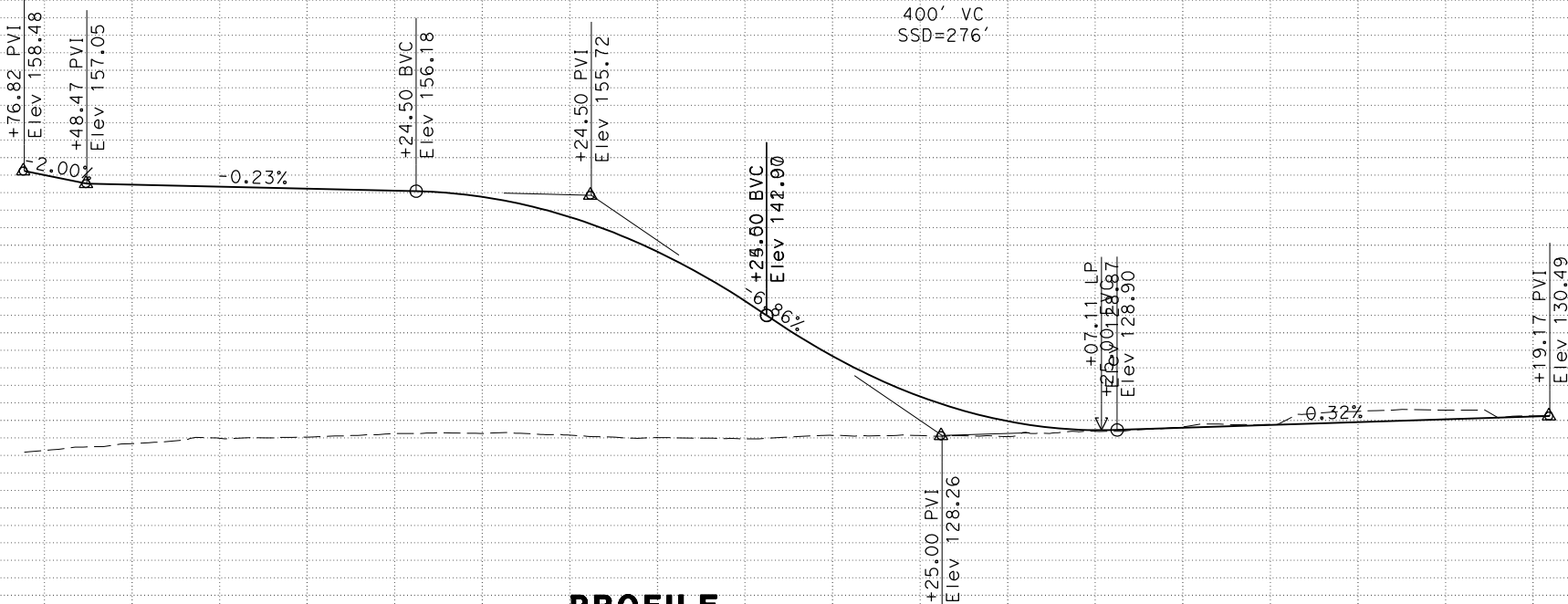
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SUPERELEVATION
"SE" LINE
EB ON RAMP
SCALE: HORIZONTAL 1"=100'



PROFILE
"SE" LINE
EB ON RAMP
SCALE: HORIZONTAL 1"=100'
VERTICAL 1"=10'

PROFILE AND
SUPERELEVATION DIAGRAM

PS-5

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
03	SAC	50	12.5/15.7		
	REGISTERED CIVIL ENGINEER DATE				
8%	PLANS APPROVAL DATE				
6%	THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				
4%					
2%					
0%					



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424

EXHIBIT B

ADDITIONAL PROJECT FEATURES ADDED TO ALTERNATIVE 3

1. Removal of the bicycle/pedestrian connection to the Gold River Community.
2. Include the planning of finely needled trees (preferably Cedar trees) in the vacant lot along Tenderfoot Meadow as part of the project and to provide visual screening.
3. The City will build an 8-foot sound wall along the outside edge of shoulder of the westbound auxiliary lane, including the proposed ramps.
4. The City will negotiate maintenance agreement with Sacramento County and Caltrans for the sound wall.
5. Overcrossing will be fenced and signage posted cautioning that pedestrians and bicycles are not permitted on U.S. 50.
6. All construction activities that include impact equipment and activities such as pile driving, soil compaction, or vibratory hammers could potentially affect nearby structures. Where these activities occur within 200 feet of existing structures, an analysis of vibration impacts will be conducted. The analysis will address the potential for adverse vibration levels. The City will ensure that construction operations are designed to avoid or mitigate for vibrations above 0.02 inches/second (0.5 mm/second).
7. The City and Caltrans will coordinate with Regional Sanitation District during the project design process associated with wastewater infrastructure.
8. Any trees protected by the Tree Preservation Ordinance or the Rancho Cordova General Plan requiring removal for project construction will either be compensated for by replacement, purchase of habitat conservation areas to protect existing woodland habitats, through contribution to tree planting programs or in-lieu fee programs in the area, or through some combination of these options to achieve no net loss of trees from the project.
9. The project will incorporate the use of energy efficient lighting, such as LED traffic signals. LED bulbs—or “balls,” in the stoplight vernacular—cost \$60 to \$70 each but last five to six years, compared to the one-year average lifespan of the incandescent bulbs previously used. The LED balls themselves consume 10 percent of the electricity of traditional lights, which will also help reduce the projects CO2 emissions.

Rancho Cordova Parkway Interchange

**Environmental Document Certification
and Selection of Preferred Alternative**

March 16, 2015

Discussion Topics

- Project Background and History
- Project Purpose and Description
- Description of Preferred Alternative
- Environmental Review
 - Study Process
 - Project Impacts
 - Key Project Issues

Project Background and History

- Rancho Cordova and the surrounding area have long been envisioned as an important residential, recreational and commercial center
- 1988, Gold River General Development Plan dedicated ROW for “Interchange Study Area”
- 1992, Gold River Unit 17 Subdivision Plan (Natomas Land Co.) dedicated Lot C to the county for the site of the future interchange

Background (Continued)

- 1993, The interchange was adopted into the County General Plan
- 2001, Sunrise Douglas Community Plan Final EIR, mitigation TC-28 called for project
- May 21, 2003, Cordova Community Plan Adopted by the County Board called out need
- 2006, Adopted in City's General Plan
- Included in SACOG MTP and MTIP

Project Purpose

- Relieve Congestion, Improve Operations on US 50, Sunrise Boulevard & other roads
- Maintain level of service on US 50 and existing interchanges
- Provide new access to US 50 for planned developments
- Improve emergency access and provide access to transit, park and rides etc.

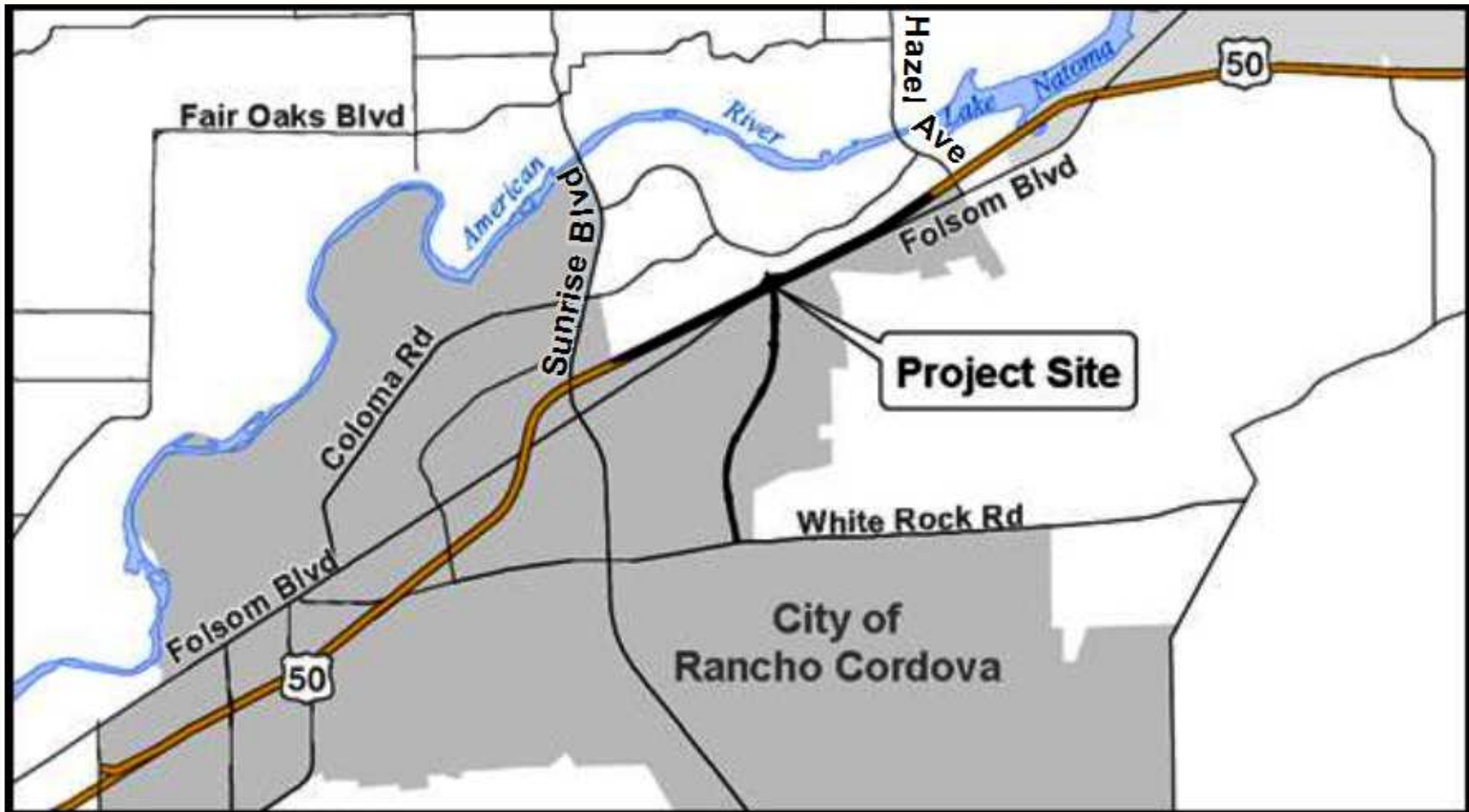
RANCHO CORDOVA PARKWAY



a fresh take.
RANCHO CORDOVA
CALIFORNIA


aFreshTake.org

Project Location



Project Features

- Builds bridge over US 50, Folsom Boulevard, RT and UP rail lines, Folsom South Canal and Buffalo Creek
- Builds new 4 lane roadway to White Rock Road in Westborough
- Builds auxiliary lanes on US 50 from Sunrise Interchange to Hazel Interchange

Sub-regional Integration

- 50 Mobility Partnership, identified as a near-term project
- Caltrans, Corridor System Management Plan, includes project, and calls for Auxiliary lanes from Sunrise Boulevard to Scott Road
- Capital SouthEast Connector relies on completion of the interchange

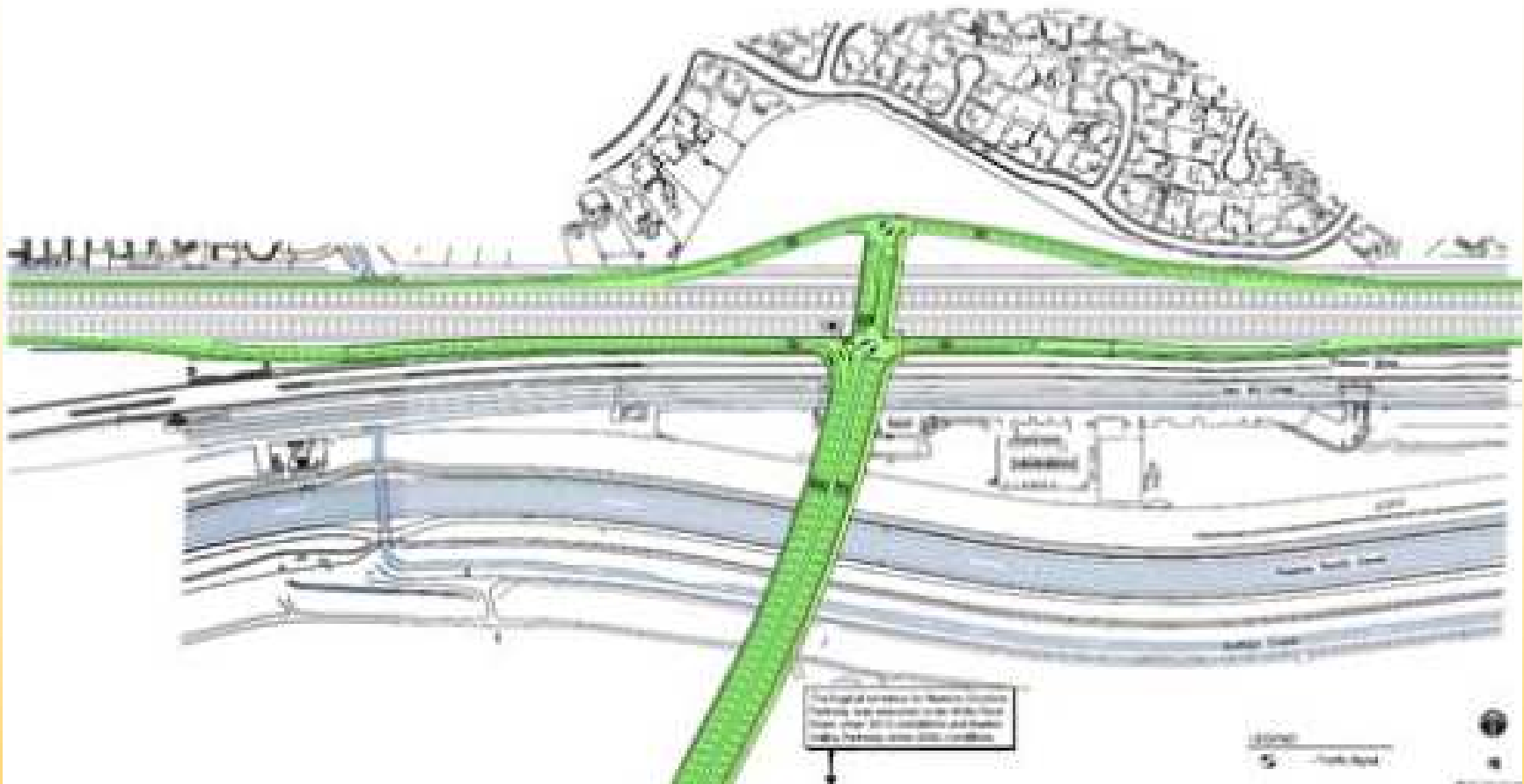
Concurrent Projects

- At-grade extension of Hazel Avenue south to Easton Valley Parkway
- Construction of Easton Valley Parkway from Rancho Cordova Parkway to Hazel Avenue
- Construction of eastbound auxiliary lane on US 50 from Hazel Avenue through Folsom Boulevard interchange.

Alternatives Considered

- Eight design options in Tenderfoot Meadow, *including the preferred alternative*
- RCP alignment option in Westborough
- No-Build and other Alts:
 - TSM, Capital SE Connector, Expansion of Existing Arterials, T-intersection at Folsom Boulevard, Light Rail Extension, Alternative Site Analyses

Preferred Alternative





ENVIRONMENTAL VISION



ENVIRONMENTAL VISION



Outreach

- Public Meetings:
 - July 27, 2005
 - June 7, 2007
- Draft EIR/EA Public Hearing
 - May 14, 2014
- Final EIR/EA Public Hearing
 - March 16, 2015

Community Advisory Committee

- Staff, consultants, property owners, community organizations, community members
- Six meetings 2007/2008, 7th meeting 2011
- Issues discussed:
 - Removal of Bike Trail
 - Landscaping in Tenderfoot Meadow to improve air quality and provide visual screening

Environmental Review

- CEQA, Environmental Impact Report
- NEPA, Environmental Assessment
- City is the project proponent
- FHWA, Responsible for NEPA Environmental Review, delegated to Caltrans
 - NOP, September 9, 2005
 - Draft EIR/EA Circulation, April 10, 2014
 - Final EIR/EA, March 6, 2015

Significant and Unavoidable Impacts

- Exceedance of SMAQD thresholds for NO_x and temporary exposure to Toxic Air Contaminants during construction activities
- Level of Service “F” on EB ramps in 2037
- Visual impacts due to tree and other mature vegetation removal and night time spillover lighting
- Noise impacts during construction
- Cumulative loss of native tree species

Key Project Issues

- Adequate Consideration of Alternatives
- Bicycle - Pedestrian Connection to Gold River
- Air Quality Concerns
- Noise Concerns
- Visual Impact Concerns

Adequate Consideration of Alternatives

Expressed concerns

- Alternatives considered were design variations
- No alternative provided that would avoid impacts to Gold River
- Need to evaluate the extension of Hazel Avenue to White Rock Road
- Was a reasonable range of alternatives was provided

Adequate Consideration of Alternatives

Response

- 16 alternatives evaluated
- Alternatives rejected because:
 - They fail to meet the purpose and need, and objectives
 - Infeasibility
 - Inability to avoid significant environmental impacts
 - Alternative is remote and speculative, effects cannot be ascertained

Adequate Consideration of Alternatives

Response

- Hazel Avenue Extension South to White Rock Road
- Working with GenCorp, the following issues were raised:
 - Would have significant environmental impacts
 - Would impact safety and security of GenCorp campus
 - Would impact GenCorp operations
 - Would create loss of jobs

Bicycle-Pedestrian Connection to Gold River

- The bike/ped connection was removed from the Draft EIR/EA
- Comments were received that some texts and figures still showed the connection
- The bike/ped trail was fully removed from the document
- The preferred alternative recommended for approval by City Council will not build the bike connection in the Tenderfoot Meadow

Air Quality

Expressed concern

- The project will expose residents to air pollutants

Response

There are two general areas of evaluation in the Air Quality analysis

1. *Operations emissions* – those emissions that will occur once the project is open to traffic
2. *Construction emissions* – emissions relating to construction equipment

Air Quality - Operations Emissions

- Toxic air contaminants – emissions relating primarily to diesel particulate matter
- Air Quality Conformity Analysis determined that the project is not a project of air quality concern (POAQC) (Federal Clean Air Act)
- SACOG, SMAQMD, USEPA, CARB, Caltrans, FHWA and FTA determined that the project will not increase diesel-fueled trips, therefore the project is not a POAQC

Air Quality - Construction Emissions

- Toxic air contaminants – The project acknowledges that residents will be temporarily exposed during the 15 months of construction
- Project approval includes mitigations that will reduce this impact, including use of construction equipment that meets Tier 3 emission standards, which will greatly reduce emissions.
- The City will pay an impact fee to SMAQMD for air quality improvement programs

Noise

Expressed concerns

- Increased noise levels during construction
- Increased noise levels during operation
 - Request for 16 -foot noise wall between Sunrise Boulevard and Hazel Avenue
 - Value of acoustic shielding from proposed elevated westbound ramps questioned

Construction Noise

Response

- Construction noise impacts are significant and unavoidable. The project will employ the following measures to reduce those impacts
 - Conforming to Caltrans noise requirements
 - Ground vibration attenuation from construction
 - Installing mufflers on construction equipment
 - Locating staging areas away from residents
 - Limiting idling
 - Limiting hours of construction when work is within 100 feet of homes

Operations Noise

Response

- Two sensitive receiver sites have existing noise near 67 dB (limit of noise abatement criteria). When the project is built, noise at these receptors will be equal or less.
- The 16 ft. high sound wall was evaluated for noise reduction and determined to be unnecessary and infeasible

Visual Impacts



Visual Impacts



Requested Council Actions

- Adopt Resolution 28-2015 Certifying the Rancho Cordova Parkway Interchange Project Final EIR/EA
- Adopt Resolution 29-2015 Approving the Rancho Cordova Parkway Interchange Project and Alternative 3 as the preferred design alternative.

EIR/EA Certification

- Certify Draft EIR/EA and Final EIR/EA (including response to comments received on the Draft EIR/EA)
- Make findings regarding the environmental effects of the project
- Adopt the Statement of Overriding Considerations
- Adopt the Mitigation Monitoring and Reporting Program

Correspondence Received Regarding Agenda Item 14.1

Rancho Cordova Parkway Interchange Project

Mindy Cuppy

From: Mindy Cuppy
Sent: Monday, March 16, 2015 9:25 AM
To: Mark Thomas
Subject: FW: Highway 50 Interchange Project

From: Steve Kobely [<mailto:skobely@sbcglobal.net>]
Sent: Saturday, March 14, 2015 7:00 PM
To: Mindy Cuppy
Subject: Highway 50 Interchange Project

To: City Clerk
 Subject: Proposed Interchange Project

Please register my strong opposition to the Highway 50 Interchange Project. This project has gone on for years and you are still missing the point! To give access to south of Highway 50 doesn't and shouldn't interfere with the north side of Highway 50. By allowing this project to proceed, is shortsighted and only exhibits government's misapplication of its authority.

The logical place for access to south of Highway 50 is at Hazel. That interchange is already built and can be modified. With modifications this would relieve the Sunrise interchange (already a mess), and with Aerojet's current business prospective, acquiring property from them make sense. The current interchange project is bad, and I strongly encourage you to stop it NOW!

Steve Kobely

Mindy Cuppy

From: Mindy Cuppy
Sent: Monday, March 16, 2015 9:24 AM
To: Mark Thomas
Subject: FW: Ranhco Cordova Interchange Project

From: Onkar Bindra [<mailto:osbindra@sbcglobal.net>]
Sent: Sunday, March 15, 2015 3:10 PM
To: Robert McGarvey; David Sander; Donald Terry; Linda Budge; Dan Skoglund; Mindy Cuppy; Cyrus Abhar; amarjeet.benipal@dot.ca.gov
Cc: Socorro McCaslin (smccasli); Lonni Maier
Subject: Ranhco Cordova Interchange Project

rmcgarvey@cityofranchocordova.org
dsander@cityofranchocordova.org
dterry@cityofranchocordova.org
lbudge@cityofranchocordova.org
dskoglund@cityofranchocordova.org

City Clerk:
mcuppy@cityofranchocordova.org

Public Works Director:
cabhar@cityofranchocordova.org

Amarjeet Benipal, District 3 Director
 Caltrans District 3
 703 B Street, Marysville, CA 95901

Dear Sir/Madam,

As resident of Gold River I am very concerned and scared on reading the anticipated dangerous consequences of going ahead with the RCIP listed above as subject.

It has been learnt that :

1. No air toxics analysis has been conducted; and vehicle emission impacts to nearby residents have not been quantified.
2. Traffic count data used for air quality and noise analyses is very old , and dates back to 2004.
3. Noise data used for analysis was taken at wrong time of day.
4. Proposed sound walls do appear to are neither tall enough nor long enough, to minimize the additional freeway noise.
5. Visual analysis conducted was only from street level.

6. No visual simulations of the project at night or from adjacent homes.

7. Project still contains a sidewalk which Gold River residents have been objecting. We do not want any connection into the Eureka Village at any stage.

Alternatives like (1) moving the Project to Zinfandel area, and (2) building the project underground deserve serious consideration, in view of the anticipated disastrous consequences of the proposed project.

Please ensure the above-mentioned needed studies are done before the Project is approved/launched.

Thanks.

Sincerely,

Onkar Bindra

(916) 858-2650

Mindy Cuppy

From: Mindy Cuppy
Sent: Monday, March 16, 2015 9:24 AM
To: Mark Thomas
Subject: FW: Proposed Interchange In Rancho Cordova

From: K LOCKE [<mailto:golferguy168@gmail.com>]
Sent: Sunday, March 15, 2015 5:39 PM
To: Robert McGarvey; David Sander; Donald Terry; Linda Budge; Dan Skoglund; Mindy Cuppy; Cyrus Abhar
Subject: Proposed Interchange In Rancho Cordova

As a long time Gold River resident I am strongly opposed to the proposed interchange. The traffic noise currently is already loud. We can already hear the light rail trains and traffic on US 50. The added noise pollution and the increase in air pollutants will greatly reduce the air quality for the homeowners. The children playing in the nearby parks will be exposed to greater contaminants and toxic cancer causing fumes in the air. The light pollution for the overhead lamps at night will spread into adjoining neighborhoods and reduce the tranquility of the neighborhood and disrupt my sleep cycle. The height of the overpass will be extremely unsightly from my yard and will not only be a safety hazards if an accident should occur but will also cause a significant decline in my property value.

Another alternative must be considered. Hazel Ave through the AeroJet property should be given more consideration.

The Hazel interchange is already in use and no residential properties will be impacted.

Another alternative would be an underground tunnel. Has this been considered?

Thank you so much for your time.

I hope to see all of you at the public hearing on Monday.

Sincerely,

Ken Locke

GolferGuy168@gmail.com

Mindy Cuppy

From: Mark Matus <markamatus@gmail.com>
Sent: Monday, March 16, 2015 9:15 AM
To: Mark Thomas
Subject: Rancho Cordova Parkway

Hello Mark,

I can not make the hearing today, but I would like to submit a public comment on this project.

As a resident of this city I've seen this city grow and change for the better, but some areas do need improvements and that has already started. I'm a resident of Anatolia and I **FULLY** support the Rancho Cordova Parkway project!

I use Highway 50 Mather Blvd on/off ramps personally everyday and these roadways are increasingly getting congested and obsolete for future traffic patterns. I use Sunrise Blvd every Saturday/Sunday to and from work at a family business off Coloma and the traffic pattern is only going to get worse once new retail/restaurants open there. It takes longer than it should to travel either route and congestion needs to be relieved and I believe this new parkway is the answer.

Looking at the artist renderings of the proposed project I don't see a major impact for the residents who live in Gold River. Furthermore the residents of Gold River should be happy it will keep us commoners off "their" county built roads and off/on ramps at Sunrise and Hazel. Also people who purchase homes near major freeways, airports or rendering plants should have noticed those impacts first personally and by reading what they are signing during closing.

Thank you,
 Mark

--

Sent from my Motorola DynaTAC 8000X

Mindy Cuppy

From: Stacia George
Sent: Monday, March 16, 2015 2:53 PM
To: Mark Thomas
Cc: Mindy Cuppy
Subject: FW: My presentation re: Gold River Over Crossing
Attachments: interchange 2.pptx; Interchangepdf.pdf

FYI...

From: Stacia George
Sent: Monday, March 16, 2015 10:46 AM
To: 'Paul C Disario'
Cc: Mindy Cuppy
Subject: RE: My presentation re: Gold River Over Crossing

Hi Paul,

Thank you! I will have it fired up on the screen when you come up for public comment so you can get in your three minute time frame. ☺

Thank you,

Stacia George, CMC

Deputy City Clerk / City of Rancho Cordova
 2729 Prospect Park Drive, Rancho Cordova, CA 95670
 Tel/fax: (916) 851-8724
<http://www.cityofranhocordova.org/>



From: Paul C Disario [<mailto:pdisario@comcast.net>]
Sent: Monday, March 16, 2015 10:43 AM
To: Stacia George
Subject: My presentation re: Gold River Over Crossing

Thanks for taking my call.

Here it is and thanks in advance—I promise not to exceed the 3 minute time limit....

I have included a PP and PDF version for your convenience

Thanks so much! see you tonite

Paul C Disario
 559-273 9549

16 March 2015

The Honorable Robert McGarvey, Mayor
City of Rancho Cordova

I write this letter of testimony for Rancho Cordova City Council Agenda Item 14.1 on March 16, 2015, to **urge you to approve the proposed Rancho Cordova Parkway interchange project.** This letter provides a viewpoint shared by many who live across the American River, in Fair Oaks, Carmichael, or Citrus Heights, different from what you will hear in testimony from residents of Gold River. Those of us living north of the river rely on Sunrise Boulevard for three kinds of access:

1. to get on and off US50 freeway, to go to western Rancho Cordova, downtown Sacramento, and places beyond;
2. to travel north and south across the river and freeway, to destinations in Rancho Cordova and as far as Elk Grove; and
3. to reach businesses along Sunrise Boulevard itself.

All of these trips, including trips made by Rancho Cordova residents wanting access across the freeway and river, seriously overload Sunrise already. It is not feasible to widen Sunrise enough to handle all that existing traffic demand, let alone that which would be added by planned growth in Rancho Cordova.

I expect Gold River residents to bombard you with mostly spurious and self-serving arguments about air pollution in the area, noise, changes in view, and fear of property value effects, and they will not discuss traffic impacts for everyone else. Your EIR for the interchange project and the staff report for the council meeting describes all these impacts fairly and well. Rancho Cordova plans to grow whether Gold River residents like it or not. Air pollution in the area will rise insignificantly, probably less from the new interchange than if vehicles had to idle in traffic on Sunrise. The freeway itself dominates traffic noise, an interchange and ramps add only imperceptibly, and the spread of that noise depends mostly on weather (air temperature, humidity, and wind). A new interchange would come into view from a few homes, but the trees included in the project can block that. The direct effect of all this on property values would be minimal. Yes, an improved interchange at Hazel Avenue would help, and I expect the County will build it eventually, but Rancho Cordova with its planned growth will need both interchanges.

This interchange in one form or another has been planned for about 30 years, since the County first planned and approved the Gold River development. Those original traffic plans got it right, with an interchange to allow access from the north and south to the freeway, but the County later allowed Gold River to build out without the interchange to serve its traffic. The result is today's traffic congestion on Sunrise Boulevard. Rancho Cordova has come into existence and now has plans for growth of its own south of the freeway. Sound planning, fairness to those who must endure the daily traffic delays on Sunrise Boulevard today, and fairness to future Rancho Cordovans, indicate that Rancho Cordova should approve and build the Rancho Cordova Parkway interchange.

Please approve the project and proceed. I regret that I could not attend and testify at tonight's hearing because of another commitment, so please accept this letter as my intended testimony.

Peter Hathaway


4105 Earnscliff Avenue
Fair Oaks CA 95628

cc: Cyrus Abhar, Director of Public Works

Proposed Freeway Interchange Devastates Gold River Neighborhoods

An enormous 39 foot overpass intrudes into existing Gold River neighborhoods

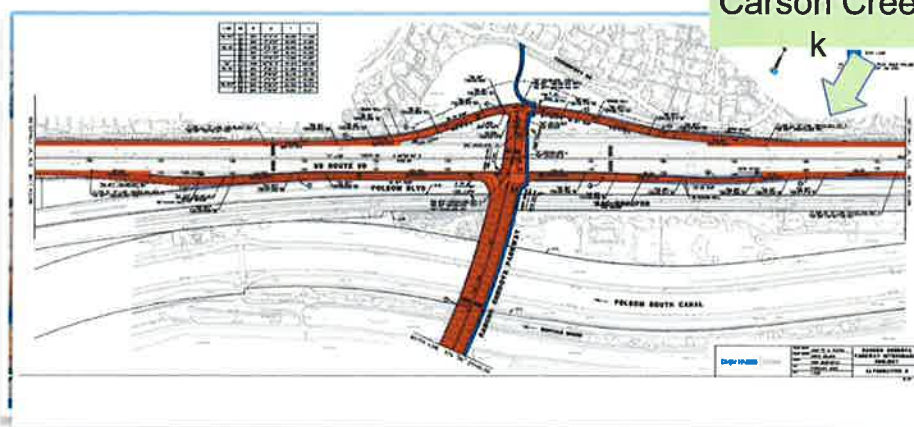
The Environmental Impact Review is totally inadequate



Presented by Paul Disario, representing Carson Creek Village in Gold River
16 March 2015

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1.



What the project does

1. The city proposes to devastate existing neighborhoods miles from the project to benefit developers by widening the freeway into backyards.
2. This project will affect every Home in Carson Creek with noise and toxic air.

This project simply shifts impacts out of the city limits to county residents who have no voice. There is no mitigation of the impacts.

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2.



Solutions

1. Move the all the proposed lanes to the south side of the freeway or;
2. Reduce size of the development from 8214 to 6500 homes, eliminating need for interchange.

1. This is essentially rethinking the discarded alternative #8. Using this alternative would keep the impacts close to development.
2. pg. 14 Community Impacts Memo

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3.

EIR Flaws

Lack of Mitigation

- ☐ No air toxics analysis was conducted so vehicle emission impacts to nearby residents are not quantified.
- ☐ Data used for air quality and noise analyses was not recent, but from 2004 and 2006. These need to be updated.
- ☐ Collected noise data used for analysis was taken at wrong time of day. Only one station operated for 24 hours, the remaining station were only there for 15 minutes.
- ☐ Proposed sound walls are neither tall enough nor long enough to reduce the additional freeway noise.
- ☐ Visual analysis conducted was only from street level. No simulation of the effects were produced. Serious light pollution was not mitigated
- ☐ No visual simulations were produced for the project at night or from adjacent homes.

These flaws and lack of mitigation must be addressed prior to adoption of this review



5

4.

How would like this in your neighborhood?



6

5.

Contact Information:
 Carson Creek Village Board
 Paul Disario
 916 851 9314
pdisario@comcast.net

7

6.

Mindy Cuppy

From: Don Mooney <dbmooney@dcn.org>
Sent: Monday, March 16, 2015 4:48 PM
To: Robert McGarvey; Linda Budge; Donald Terry; Dan Skoglund; David Sander
Cc: rnakamura@cityofranchocordova.org; Mindy Cuppy
Subject: Final Environmental Impact Report/Environmental Assessment on Rancho Cordova Parkway Interchange Project
Attachments: 3-16-15LtrMayorReFinalEIR.pdf

Please see attached letter regarding this evening Council meeting.

Don Mooney
Law Office of Donald B. Mooney
129 C Street, Suite 2
Davis, CA 95616
530-758-2377
530-758-7169 (fax)

LAW OFFICE OF DONALD B. MOONEY

129 C Street, Suite 2
Davis, CA 95616
530-758-2377
dbmooney@dcn.org

March 16, 2015

**VIA FACSIMILE AND
ELECTRONIC MAIL**

Mayor Robert J. McGarvey
Members of the City Council
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

**Re: Eureka Village's Comments on Final Environmental Impact
Report/Environmental Assessment on Rancho Cordova Parkway
Interchange Project**

Dear Mayor McGarvey and Council members:

The Eureka Village submits the following comments on the Final Environmental Impact Report/Environmental Assessment on Rancho Cordova Parkway Interchange Project. As an initial matter, Eureka Village objects to the proposed project on the grounds that the Final Environmental Impact Report ("DEIR") fails to meet the legal requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code, section 21000 *et seq.* and the CEQA Guidelines, section 15000 *et seq.* (Title 14 California Code of Regulations § 15000 *et seq.*)

The Final EIR continues to rely upon a baseline of 2005 for the traffic analysis as well as the use of traffic data from 2004 to establish the baseline. Moreover, the Traffic Operations Report from Fehr & Peers is dated 2010. By Caltrans own standards the Traffic Study is outdated. Caltrans *Guide for the Preparation of Traffic Impact Studies* states that:

A TIS requires updated when the amount or character of traffic is significantly different from an earlier study. Generally a TIS requires updating every two years. A TIS may require updating sooner in rapidly developing areas and not as often in slower developing areas.

(Page 2; a copy of the *Guide for Preparation of Traffic Impact Studies* is attached to this comment letter.) Thus, not only does the EIR rely upon a baseline of 2004, which is severely outdated even given the provisions of CEQA Guidelines section 15125, the EIR relies upon an outdated Traffic Report. The Traffic Report must be updated to comply with Caltrans' own standards. When the CEQA Guidelines were adopted it certainly was not contemplated that a Draft EIR would be released 10 years after the Notice of Preparation.

Mayor Robert J. McGarvey
 Members of the City Council
 March 16, 2015
 Page 2

The City also relies upon *Neighbors for Smart Rail v. Exposition Metro Line Construction Authority* (2013) 47 Cal.4th 439. In that case, however, the Court allowed the use of a future baseline. The Court discussed *Communities for a Better Environment v. South Coast Air Quality Management District* (2010) 48 Cal.4th 310, for the principle that the baseline for an agency's primary environmental analysis under CEQA must ordinarily be the *actually* existing physical conditions rather than *hypothetical* conditions that could have existed under applicable permits or regulations. (*Id.* at p. 320-322.) The Court held that the air pollution effects of a project to expand a petroleum refinery were to be measured against the existing emission levels rather than against the levels that would have existed had all the refinery's boilers operated simultaneously at their maximum permitted capacities. (*Id.* at pp. 322-327.) The Court addressed the problem of defining an existing conditions baseline in circumstances where the existing conditions themselves change or fluctuate over time, as did the refinery's operations and emissions. (*Id.*) The Court concluded that the CEQA Guidelines' reference to "the time the notice of preparation is published, or if no notice of preparation is published, ... the time environmental analysis is commenced" (CEQ Guidelines, § 15125(a)), "[n]either CEQA nor the CEQA Guidelines mandates a uniform, inflexible rule for determination of the existing conditions baseline. Rather, an agency enjoys the discretion to decide, in the first instance, exactly how the existing physical conditions without the project can most realistically be measured, subject to review, as with all CEQA factual determinations, for support by substantial evidence." (*Id.*) As the Court stated in *Neighbors for Smart Rail*:

To the extent a departure from the "norm[]" of an existing conditions baseline (Guidelines, 15125(a)) promotes public participation and more informed decisionmaking by providing a more accurate picture of a proposed project's likely impacts, CEQA permits the departure. Thus an agency may forgo analysis of a project's impacts on existing environmental conditions if such an analysis would be uninformative or misleading to decision makers and the public. (57 Cal.4th at p. 453.)

In the present action, the departure from "existing environmental conditions" would be a departure from conditions that existed 10 years ago. Such an analysis is uninformative and not supported by substantial evidence. To be an informative document, the Final EIR should rely upon existing conditions not conditions that existed over 10 years ago. As discussed throughout the comments and in Gold River Community Association's comments, substantial evidence does not support the City's use of a 10-year old baseline for traffic, as well as air quality impacts. Use of a 10-year old baseline is not informative and is misleading to the public and the decisionmakers. As such, the City should not approve the Final EIR and the document should be revised and recirculated with an appropriate baseline for traffic, air quality and other matters.

Mayor Robert J. McGarvey
Members of the City Council
March 16, 2015
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Sincerely,



Donald B. Mooney
Attorney for Eureka Village

cc: Clients



**GUIDE FOR THE PREPARATION
OF
TRAFFIC IMPACT STUDIES**

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

December 2002

PREFACE

The California Department of Transportation (Caltrans) has developed this "Guide for the Preparation of Traffic Impact Studies" in response to a survey of cities and counties in California. The purpose of that survey was to improve the Caltrans local development review process (also known as the Intergovernmental Review/California Environmental Quality Act or IGR/CEQA process). The survey indicated that approximately 30 percent of the respondents were not aware of what Caltrans required in a traffic impact study (TIS).

In the early 1990s, the Caltrans District 6 office located in Fresno identified a need to provide better quality and consistency in the analysis of traffic impacts generated by local development and land use change proposals that effect State highway facilities. At that time, District 6 brought together both public and private sector expertise to develop a traffic impact study guide. The District 6 guide has proven to be successful at promoting consistency and uniformity in the identification and analysis of traffic impacts generated by local development and land use changes.

The guide developed in Fresno was adapted for statewide use by a team of Headquarters and district staff. The guide will provide consistent guidance for Caltrans staff who review local development and land use change proposals as well as inform local agencies of the information needed for Caltrans to analyze the traffic impacts to State highway facilities. The guide will also benefit local agencies and the development community by providing more expeditious review of local development proposals.

Even though sound planning and engineering practices were used to adapt the Fresno TIS guide, it is anticipated that changes will occur over time as new technologies and more efficient practices become available. To facilitate these changes, Caltrans encourages all those who use this guide to contact their nearest district office (i.e., IGR/CEQA Coordinator) to coordinate any changes with the development team.

ACKNOWLEDGEMENTS

The District 6 traffic impact study guide provided the impetus and a starting point for developing the statewide guide. Special thanks is given to Marc Birnbaum for recognizing the need for a TIS guide and for his valued experience and vast knowledge of land use planning to significantly enhance the effort to adapt the District 6 guide for statewide use. Randy Treece from District 6 provided many hours of coordination, research and development of the original guide and should be commended for his diligent efforts. Sharri Bender Ehlert of District 6 provided much of the technical expertise in the adaptation of the District 6 guide and her efforts are greatly appreciated.

A special thanks is also given to all those Cities, Counties, Regional Agencies, Congestion Management Agencies, Consultants, and Caltrans Employees who reviewed the guide and provided input during the development of this Guide for the Preparation of Traffic Impact Studies.

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I. INTRODUCTION

Caltrans desires to provide a safe and efficient State transportation system for the citizens of California pursuant to various Sections of the California Streets and Highway Code. This is done in partnership with local and regional agencies through procedures established by the California Environmental Quality Act (CEQA) and other land use planning processes. The intent of this guide is to provide a starting point and a consistent basis in which Caltrans evaluates traffic impacts to State highway facilities. The applicability of this guide for local streets and roads (non-State highways) is at the discretion of the effected jurisdiction.

Caltrans reviews federal, State, and local agency development projects¹, and land use change proposals for their potential impact to State highway facilities. The primary objectives of this guide is to provide:

- guidance in determining if and when a traffic impact study (TIS) is needed,
- consistency and uniformity in the identification of traffic impacts generated by local land use proposals,
- consistency and equity in the identification of measures to mitigate the traffic impacts generated by land use proposals,
- lead agency² officials with the information necessary to make informed decisions regarding the existing and proposed transportation infrastructure (see Appendix A, Minimum Contents of a TIS)
- TIS requirements early in the planning phase of a project (i.e., initial study, notice of preparation, or earlier) to eliminate potential delays later,
- a quality TIS by agreeing to the assumptions, data requirements, study scenarios, and analysis methodologies prior to beginning the TIS, and
- early coordination during the planning phases of a project to reduce the time and cost of preparing a TIS.

II. WHEN A TRAFFIC IMPACT STUDY IS NEEDED

The level of service³ (LOS) for operating State highway facilities is based upon measures of effectiveness (MOEs). These MOEs (see Appendix "C-2") describe the measures best suited for analyzing State highway facilities (i.e., freeway segments, signalized intersections, on- or off-ramps, etc.). Caltrans endeavors to maintain a target LOS at the transition between LOS "C" and LOS "D" (see Appendix "C-3") on State highway facilities, however, Caltrans acknowledges that this may not always be feasible and recommends that the lead agency consult with Caltrans to determine the appropriate target LOS. If an existing State highway facility is operating at less than the appropriate target LOS, the existing MOE should be maintained.

¹ "Project" refers to activities directly undertaken by government, financed by government, or requiring a permit or other approval from government as defined in Section 21065 of the Public Resources Code and Section 15378 of the California Code of Regulations.

² "Lead Agency" refers to the public agency that has the principal responsibility for carrying out or approving a project. Defined in Section 21165 of the Public Resources Code, the "California Environmental Quality Act, and Section 15367 of the California Code of Regulations.

³ "Level of service" as defined in the latest edition of the Highway Capacity Manual, Transportation Research Board, National Research Council.

A. Trip Generation Thresholds

The following criterion is a starting point in determining when a TIS is needed. When a project:

1. Generates over 100 peak hour trips assigned to a State highway facility
2. Generates 50 to 100 peak hour trips assigned to a State highway facility – and, affected State highway facilities are experiencing noticeable delay; approaching unstable traffic flow conditions (LOS “C” or “D”).
3. Generates 1 to 49 peak hour trips assigned to a State highway facility – the following are examples that may require a full TIS or some lesser analysis⁴:
 - a. Affected State highway facilities experiencing significant delay; unstable or forced traffic flow conditions (LOS “E” or “F”).
 - b. The potential risk for a traffic incident is significantly increased (i.e., congestion related collisions, non-standard sight distance considerations, increase in traffic conflict points, etc.).
 - c. Change in local circulation networks that impact a State highway facility (i.e., direct access to State highway facility, a non-standard highway geometric design, etc.).

Note: A traffic study may be as simple as providing a traffic count to as complex as a microscopic simulation. The appropriate level of study is determined by the particulars of a project, the prevailing highway conditions, and the forecasted traffic.

B. Exceptions

Exceptions require consultation between the lead agency, Caltrans, and those preparing the TIS. When a project’s traffic impact to a State highway facility can clearly be anticipated without a study and all the parties involved (lead agency, developer, and the Caltrans district office) are able to negotiate appropriate mitigation, a TIS may not be necessary.

C. Updating An Existing Traffic Impact Study

A TIS requires updating when the amount or character of traffic is significantly different from an earlier study. Generally a TIS requires updating every two years. A TIS may require updating sooner in rapidly developing areas and not as often in slower developing areas. In these cases, consultation with Caltrans is strongly recommended.

III. SCOPE OF TRAFFIC IMPACT STUDY

Consultation between the lead agency, Caltrans, and those preparing the TIS is recommended before commencing work on the study to establish the appropriate scope. At a minimum, the TIS should include the following:

A. Boundaries of the Traffic Impact Study

All State highway facilities impacted in accordance with the criteria in Section II should be studied. Traffic impacts to local streets and roads can impact intersections with State highway facilities. In these cases, the TIS should include an analysis of adjacent local facilities, upstream and downstream, of the intersection (i.e., driveways, intersections, and interchanges) with the State highway.

⁴ A “lesser analysis” may include obtaining traffic counts, preparing signal warrants, or a focused TIS, etc.

B. Traffic Analysis Scenarios

Caltrans is interested in the effects of general plan updates and amendments as well as the effects of specific project entitlements (i.e., site plans, conditional use permits, sub-divisions, rezoning, etc.) that have the potential to impact a State highway facility. The complexity or magnitude of the impacts of a project will normally dictate the scenarios necessary to analyze the project. Consultation between the lead agency, Caltrans, and those preparing the TIS is recommended to determine the appropriate scenarios for the analysis. The following scenarios should be addressed in the TIS when appropriate:

1. When only a general plan amendment or update is being sought, the following scenarios are required:
 - a) Existing Conditions - Current year traffic volumes and peak hour LOS analysis of effected State highway facilities.
 - b) Proposed Project Only with Select Zone⁵ Analysis - Trip generation and assignment for build-out of general plan.
 - c) General Plan Build-out Only - Trip assignment and peak hour LOS analysis. Include current land uses and other pending general plan amendments.
 - d) General Plan Build-out Plus Proposed Project - Trip assignment and peak hour LOS analysis. Include proposed project and other pending general plan amendments.
2. When a general plan amendment is not proposed and a proposed project is seeking specific entitlements (i.e., site plans, conditional use permits, sub-division, rezoning, etc.), the following scenarios must be analyzed in the TIS:
 - a) Existing Conditions - Current year traffic volumes and peak hour LOS analysis of effected State highway facilities.
 - b) Proposed Project Only - Trip generation, distribution, and assignment in the year the project is anticipated to complete construction.
 - c) Cumulative Conditions (Existing Conditions Plus Other Approved and Pending Projects Without Proposed Project) - Trip assignment and peak hour LOS analysis in the year the project is anticipated to complete construction.
 - d) Cumulative Conditions Plus Proposed Project (Existing Conditions Plus Other Approved and Pending Projects Plus Proposed Project) - Trip assignment and peak hour LOS analysis in the year the project is anticipated to complete construction.
 - e) Cumulative Conditions Plus Proposed Phases (Interim Years) - Trip assignment and peak hour LOS analysis in the years the project phases are anticipated to complete construction.
3. In cases where the circulation element of the general plan is not consistent with the land use element or the general plan is outdated and not representative of current or future forecasted conditions, all scenarios from Sections III. B. 1. and 2. should be utilized with the exception of duplicating of item 2.a.

⁵ "Select zone" analysis represents a project only traffic model run, where the project's trips are distributed and assigned along a loaded highway network. This procedure isolates the specific impact on the State highway network.

IV. TRAFFIC DATA

Prior to any fieldwork, consultation between the lead agency, Caltrans, and those preparing the TIS is recommended to reach consensus on the data and assumptions necessary for the study. The following elements are a starting point in that consideration.

A. Trip Generation

The latest edition of the Institute of Transportation Engineers' (ITE) TRIP GENERATION report should be used for trip generation forecasts. Local trip generation rates are also acceptable if appropriate validation is provided to support them.

1. Trip Generation Rates – When the land use has a limited number of studies to support the trip generation rates or when the Coefficient of Determination (R^2) is below 0.75, consultation between the lead agency, Caltrans and those preparing the TIS is recommended.
2. Pass-by Trips⁶ – Pass-by trips are only considered for retail oriented development. Reductions greater than 15% requires consultation and acceptance by Caltrans. The justification for exceeding a 15% reduction should be discussed in the TIS.
3. Captured Trips⁷ – Captured trip reductions greater than 5% requires consultation and acceptance by Caltrans. The justification for exceeding a 5% reduction should be discussed in the TIS.
4. Transportation Demand Management (TDM) – Consultation between the lead agency and Caltrans is essential before applying trip reduction for TDM strategies.

NOTE: Reasonable reductions to trip generation rates are considered when adjacent State highway volumes are sufficient (at least 5000 ADT) to support reductions for the land use.

B. Traffic Counts

Prior to field traffic counts, consultation between the lead agency, Caltrans and those preparing the TIS is recommended to determine the level of detail (e.g., location, signal timing, travel speeds, turning movements, etc.) required at each traffic count site. All State highway facilities within the boundaries of the TIS should be considered. Common rules for counting vehicular traffic include but are not limited to:

1. Vehicle counts should be conducted on Tuesdays, Wednesdays, or Thursdays during weeks not containing a holiday and conducted in favorable weather conditions.
2. Vehicle counts should be conducted during the appropriate peak hours (see peak hour discussion below).
3. Seasonal and weekend variations in traffic should also be considered where appropriate (i.e., recreational routes, tourist attractions, harvest season, etc.).

C. Peak Hours

To eliminate unnecessary analysis, consultation between the lead agency, Caltrans and those preparing the TIS is recommended during the early planning stages of a project. In general, the TIS should include a morning (a.m.) and an evening (p.m.) peak hour analyses. Other peak hours (e.g., 11:30 a.m. to 1:30 p.m., weekend, holidays, etc.) may also be required to determine the significance of the traffic impacts generated by a project.

⁶ "Pass-by" trips are made as intermediate stops between an origin and a primary trip destination (i.e., home to work, home to shopping, etc.).

⁷ "Captured Trips" are trips that do not enter or leave the driveways of a project's boundary within a mixed-use development.

D. Travel Forecasting (Transportation Modeling)

The local or regional traffic model should reflect the most current land use and planned improvements (i.e., where programming or funding is secured). When a general plan build-out model is not available, the closest forecast model year to build-out should be used. If a traffic model is not available, historical growth rates and current trends can be used to project future traffic volumes. The TIS should clearly describe any changes made in the model to accommodate the analysis of a proposed project.

V. TRAFFIC IMPACT ANALYSIS METHODOLOGIES

Typically, the traffic analysis methodologies for the facility types indicated below are used by Caltrans and will be accepted without prior consultation. When a State highway has saturated flows, the use of a micro-simulation model is encouraged for the analysis (please note however, the micro-simulation model must be calibrated and validated for reliable results). Other analysis methods may be accepted, however, consultation between the lead agency, Caltrans and those preparing the TIS is recommended to agree on the data necessary for the analysis.

- A. Freeway Segments – Highway Capacity Manual (HCM)*, operational analysis
- B. Weaving Areas – Caltrans Highway Design Manual (HDM)
- C. Ramps and Ramp Junctions – HCM*, operational analysis or Caltrans HDM, Caltrans Ramp Metering Guidelines (most recent edition)
- D. Multi-Lane Highways – HCM*, operational analysis
- E. Two-lane Highways – HCM*, operational analysis
- F. Signalized Intersections⁸ – HCM*, Highway Capacity Software**, operational analysis, TRAFFIXTM**, Synchro**, see footnote 8
- G. Unsignalized Intersections – HCM*, operational analysis, Caltrans Traffic Manual for signal warrants if a signal is being considered
- H. Transit – HCM*, operational analysis
- I. Pedestrians – HCM*
- J. Bicycles – HCM*
- K. Caltrans Criteria/Warrants – Caltrans Traffic Manual (stop signs, traffic signals, freeway lighting, conventional highway lighting, school crossings)
- L. Channelization – Caltrans guidelines for Reconstruction of Intersections, August 1985, Ichiro Fukutome

*The most current edition of the Highway Capacity Manual, Transportation Research Board, National Research Council, should be used.

**NOTE: Caltrans does not officially advocate the use of any special software. However, consistency with the HCM is advocated in most but not all cases. The Caltrans local development review units utilize the software mentioned above. If different software or analytical techniques are used for the TIS then consultation between the lead agency, Caltrans and those preparing the TIS is recommended. Results that are significantly different than those produced with the analytical techniques above should be challenged.

⁸ The procedures in the Highway Capacity Manual "do not explicitly address operations of closely spaced signalized intersections. Under such conditions, several unique characteristics must be considered, including spill-back potential from the downstream intersection to the upstream intersection, effects of downstream queues on upstream saturation flow rate, and unusual platoon dispersion or compression between intersections. An example of such closely spaced operations is signalized ramp terminals at urban interchanges. Queue interactions between closely spaced intersections may seriously distort the procedures in" the HCM.

VI. MITIGATION MEASURES

The TIS should provide the nexus [Nollan v. California Coastal Commission, 1987, 483 U.S. 825 (108 S.Ct. 314)] between a project and the traffic impacts to State highway facilities. The TIS should also establish the rough proportionality [Dolan v. City of Tigard, 1994, 512 U.S. 374 (114 S. Ct. 2309)] between the mitigation measures and the traffic impacts. One method for establishing the rough proportionality or a project proponent's equitable responsibility for a project's impacts is provided in Appendix "B." Consultation between the lead agency, Caltrans and those preparing the TIS is recommended to reach consensus on the mitigation measures and who will be responsible.

Mitigation measures must be included in the traffic impact analysis. This determines if a project's impacts can be eliminated or reduced to a level of insignificance. Eliminating or reducing impacts to a level of insignificance is the standard pursuant to CEQA and the National Environmental Policy Act (NEPA). The lead agency is responsible for administering the CEQA review process and has the principal authority for approving a local development proposal or land use change. Caltrans, as a responsible agency, is responsible for reviewing the TIS for errors and omissions that pertain to State highway facilities. However, the authority vested in the lead agency under CEQA does not take precedence over other authorities in law.

If the mitigation measures require work in the State highway right-of-way an encroachment permit from Caltrans will be required. This work will also be subject to Caltrans standards and specifications. Consultation between the lead agency, Caltrans and those preparing the TIS early in the planning process is strongly recommended to expedite the review of local development proposals and to reduce conflicts and misunderstandings in both the local agency CEQA review process as well as the Caltrans encroachment permit process.

APPENDIX “A”

MINIMUM CONTENTS

OF A

TRAFFIC IMPACT STUDY

MINIMUM CONTENTS OF TRAFFIC IMPACT STUDY REPORT

- I. EXECUTIVE SUMMARY
- II. TABLE OF CONTENTS
 - A. List of Figures (Maps)
 - B. List of Tables
- III. INTRODUCTION
 - A. Description of the proposed project
 - B. Location of project
 - C. Site plan including all access to State highways (site plan, map)
 - D. Circulation network including all access to State highways (vicinity map)
 - E. Land use and zoning
 - F. Phasing plan including proposed dates of project (phase) completion
 - G. Project sponsor and contact person(s)
 - H. References to other traffic impact studies
- IV. TRAFFIC ANALYSIS
 - A. Clearly stated assumptions
 - B. Existing and projected traffic volumes (including turning movements), facility geometry (including storage lengths), and traffic controls (including signal phasing and multi-signal progression where appropriate) (figure)
 - C. Project trip generation including references (table)
 - D. Project generated trip distribution and assignment (figure)
 - E. LOS and warrant analyses - existing conditions, cumulative conditions, and full build of general plan conditions with and without project
- V. CONCLUSIONS AND RECOMMENDATIONS
 - A. LOS and appropriate MOE quantities of impacted facilities with and without mitigation measures
 - B. Mitigation phasing plan including dates of proposed mitigation measures
 - C. Define responsibilities for implementing mitigation measures
 - D. Cost estimates for mitigation measures and financing plan
- VI. APPENDICES
 - A. Description of traffic data and how data was collected
 - B. Description of methodologies and assumptions used in analyses
 - C. Worksheets used in analyses (i.e., signal warrant, LOS, traffic count information, etc.)

APPENDIX “B”

METHODOLOGY FOR

CALCULATING EQUITABLE

MITIGATION MEASURES

METHOD FOR CALCULATING EQUITABLE MITIGATION MEASURES

The methodology below is neither intended as, nor does it establish, a legal standard for determining equitable responsibility and cost of a project's traffic impact, the intent is to provide:

1. A starting point for early discussions to address traffic mitigation equitably.
2. A means for calculating the equitable share for mitigating traffic impacts.
3. A means for establishing rough proportionality [Dolan v. City of Tigard, 1994, 512 U.S. 374 (114 S. Ct. 2309)].

The formulas should be used when:

- A project has impacts that do not immediately warrant mitigation, but their cumulative effects are significant and will require mitigating in the future.
- A project has an immediate impact and the lead agency has assumed responsibility for addressing operational improvements

NOTE: This formula is not intended for circumstances where a project proponent will be receiving a substantial benefit from the identified mitigation measures. In these cases, (e.g., mid-block access and signalization to a shopping center) the project should take full responsibility to toward providing the necessary infrastructure.

EQUITABLE SHARE RESPONSIBILITY: Equation C-1

NOTE: $T_E < T_B$, see explanation for T_B below.

$$P = \frac{T}{T_B - T_E}$$

Where:

- P = The equitable share for the proposed project's traffic impact.
- T = The vehicle trips generated by the project during the peak hour of adjacent State highway facility in vehicles per hour, vph.
- T_B = The forecasted traffic volume on an impacted State highway facility at the time of general plan build-out (e.g., 20 year model or the furthest future model date feasible), vph.
- T_E = The traffic volume existing on the impacted State highway facility plus other approved projects that will generate traffic that has yet to be constructed/opened, vph.

EQUITABLE COST: Equation C-2

$$C = P (C_T)$$

Where:

- C = The equitable cost of traffic mitigation for the proposed project, (\$). (Rounded to nearest one thousand dollars)
- P = The equitable share for the project being considered.
- C_T = The total cost estimate for improvements necessary to mitigate the forecasted traffic demand on the impacted State highway facility in question at general plan build-out, (\$).

NOTES

1. Once the equitable share responsibility and equitable cost has been established on a per trip basis, these values can be utilized for all projects on that State highway facility until the forecasted general plan build-out model is revised.
2. Truck traffic should be converted to passenger car equivalents before utilizing these equations (see the Highway Capacity Manual for converting to passenger car equivalents).

3. If the per trip cost is not used for all subsequent projects, then the equation below will be necessary to determine the costs for individual project impact and will require some additional accounting.

Equation C-2.A

$$C = P (C_T - C_C)$$

Where:

C = Same as equation C-2.

P = Same as equation C-2.

C_T = Same as equation C-2.

C_C = The combined dollar contributions paid and committed prior to current project's contribution. This is necessary to provide the appropriate cost proportionality. Example: For the first project to impact the State highway facility in question since the total cost (C_T) estimate for improvements necessary to mitigate the forecasted traffic demand, C_C would be equal to zero. For the second project however, C would equal $P_2(C_T - C_1)$ and for the third project to come along C would equal $P_3[C_T - (C_1 + C_2)]$ and so on until build-out or the general plan build-out was recalculated.

APPENDIX “C”

MEASURES OF EFFECTIVENESS

BY

FACILITY TYPE

MEASURES OF EFFECTIVENESS BY FACILITY TYPE

TYPE OF FACILITY	MEASURE OF EFFECTIVENESS (MOE)
Basic Freeway Segments	Density (pc/mi/ln)
Ramps	Density (pc/mi/ln)
Ramp Terminals	Delay (sec/veh)
Multi-Lane Highways	Density (pc/mi/ln)
Two-Lane Highways	Percent-Time-Following Average Travel Speed (mi/hr)
Signalized Intersections	Control Delay per Vehicle (sec/veh)
Unsignalized Intersections	Average Control Delay per Vehicle (sec/veh)
Urban Streets	Average Travel Speed (mi/hr)

Measures of effectiveness for level of service definitions located in the most recent version of the Highway Capacity Manual, Transportation Research Board, National Research Council.

Transition between LOS "C" and LOS "D" Criteria (Reference Highway Capacity Manual)

BASIC FREEWAY SEGMENTS @ 65 mi/hr

LOS	Maximum Density (pc/mi/ln)	Minimum Speed (mph)	Maximum v/c	Maximum Service Flow Rate (pc/hr/ln)
A	11	65.0	0.30	710
B	18	65.0	0.50	1170
C	26	64.6	0.71	1680
D	35	59.7	0.89	2090
E	45	52.2	1.00	2350

SIGNALIZED INTERSECTIONS and RAMP TERMINALS

LOS	Control Delay per Vehicle (sec/veh)
A	≤ 10
B	> 10 - 20
C	> 20 - 35
D	> 35 - 55
E	> 55 - 80
F	> 80

MULTI-LANE HIGHWAYS @ 55 mi/hr

LOS	Maximum Density (pc/mi/ln)	Minimum Speed (mph)	Maximum v/c	Maximum Service Flow Rate (pc/hr/ln)
A	11	55.0	0.29	600
B	18	55.0	0.47	990
C	26	54.9	0.68	1430
D	35	52.9	0.88	1850
E	41	51.2	1.00	2100

..... Dotted line represents the transition between LOS "C" and LOS "D"

TWO-LANE HIGHWAYS

LOS	Percent Time-Spent-Following	Average Travel Speed (mi/hr)
A	35	> 55
B	> 35 - 50	> 50 - 55
C	> 50 - 65	> 45 - 50
D	> 65 - 80	> 40 - 45
E	> 80	40

URBAN STREETS

Urban Street Class	I	II	III	IV
Range of FFS	55 to 45 mi/hr	45 to 35 mi/hr	35 to 30 mi/hr	35 to 25 mi/hr
Typical FFS	50 mi/hr	40 mi/hr	35 mi/hr	30 mi/hr
LOS	Average Travel Speed (mi/hr)			
A	> 42	> 35	> 30	> 25
B	> 34 - 42	> 28 - 35	> 24 - 30	> 19 - 25
C	> 27 - 34	> 22 - 28	> 18 - 24	> 13 - 19
D	> 21 - 27	> 17 - 22	> 14 - 18	> 9 - 13
E	> 16 - 21	> 13 - 17	> 10 - 14	> 7 - 9
F	16	13	10	7

***** Dotted line represents the transition between LOS "C" and LOS "D"

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Additional copies of these guidelines can be copied from the internet at,
<http://www.dot.ca.gov/hq/traffops/developserv/operationalsystems/>

Mindy Cuppy

From: Manode Kodsuntie <manodekodsuntie@yahoo.com>
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Cc: Don Mooney; jrmorris737@gmail.com; smccasli@cisco.com; Kristy Chew; lonncmaier@sbcglobal.net
Subject: Eureka Village HOA letter of objection to the Rancho Cordova Parkway Interchange
Attachments: EVHA_3_16_15_ltr.pdf

I formally submit the attached letter on behalf of the Eureka Village at Gold River Homeowners Association stating our objections to the Rancho Cordova Parkway Interchange project and the inadequacy of the final EIR. Please see the attached letter for our objections and concerns.

-Manode Kodsuntie
 Eureka Village Homeowners Association Board member

EUREKA VILLAGE AT GOLD RIVER HOMEOWNERS ASSOCIATION

11715 Gold Country Boulevard
Gold River, CA 95670
(916) 635-1993

March 16, 2015

Rancho Cordova City Councilmembers
Mayor Robert McGarvey
Councilmembers Linda Budge, David Sander, Donald Terry, and Dan Skoglund

Caltrans, District 3
Director, Amarjeet Benipal

Sacramento County Board of Supervisors
Chair Phil Serna
Supervisors Roberta MacGlashan, Patrick Kennedy, Susan Peters, and Don Nottoli

Subject: Rancho Cordova Parkway Interchange Project (Caltrans project number EA 03-1E2700 and State Clearinghouse Number 2005092044)

To the honorable Sir or Madame,

The Eureka Village Homeowners Association Board (EVHAB) represents 106 homes in Eureka Village at Gold River in Sacramento County, California oppose the Rancho Cordova Parkway Interchange Project at its current location and in its current form. Our opposition is based on the failure of the project's final Environmental Impact Report (FEIR) to fully identify and mitigate the significant environmental impacts to the neighboring residences that we represent. The deficiencies that we find in the FEIR are as follows:

Air quality impacts:

Locating the interchange directly next to single-family homes will expose residents to increased emissions of criteria air pollutants and air toxics. The California Environmental Quality Act (CEQA) requires that state and local agencies identify the significant environmental impacts of their actions and to avoid or mitigate those impacts. The FEIR failed to study and report the health impacts on the residents of Gold River from toxics generated from vehicles utilizing the interchange.

A number of health effects have been shown to be related to poor air quality.

One of which is coronary artery disease. It has been previously well described that increasing air pollution exacerbates coronary artery disease, which will lead to more heart attacks, and it exacerbates pulmonary disease, which will be manifest by worsening asthma in children and adults and COPD in adults. However, it was only this past week that it has also been documented that air pollution increased carotid artery disease, which may exacerbate the stroke risk (Journal of the American College of Cardiology). These important health issues were not addressed in the FEIR.

Indeed, the California Air Resource Board's "Air Quality and Land Use Handbook" (2005) recommends siting sensitive land uses at least 500 feet from urban roads.

The purpose of CEQA is to analyze and disclose a project's environmental impacts. The FEIR's analysis was inadequate and omitted valuable information, therefore additional studies are required and must be made available to the public and to all decision makers prior to any decision on the project.

Noise impacts:

The FEIR states that noise attenuation features are not required. In Master Response 8 in Appendix N, the City claims that taller soundwalls cannot be installed because they are not warranted by the Caltrans standards of reasonableness and feasibility and because the project would not cause a significant impact under City noise standards. The main argument behind that conclusion is that the existing noise levels are already high from U.S. 50 so it is not reasonable to mitigate it. However, when Caltrans installed high occupancy vehicle (HOV) and auxiliary lanes from Sunrise Boulevard to Watt Avenue, 14-foot soundwalls were installed to shield Rancho Cordova residents from additional freeway noise despite the fact that existing noise levels from U.S. 50 were also already high. How is it that Caltrans and the City found it feasible and reasonable to install 14-foot tall soundwalls when U.S. 50 was widened through Rancho Cordova but not reasonable and feasible for this project? The scope (freeway widening and interchange) and situation (existing noise from U.S. 50) are similar. The only difference is that the residents impacted by the additional noise from this project are not Rancho Cordova residents. Is this why the noise study only included one sample from each subregion when the common practice is to use two samples from each subregion? (See Letter Q in Appendix N of the FEIR.) Is it also why a limited number of areas and locations north of the freeway were sampled? The noise study concluded that noise levels increase but not beyond levels that warrant mitigation. Would a more complete study using the common practice of two samples from each subregion and at locations that are likely to see the largest noise increase, like second story bedrooms, show that noise levels are above the threshold to warrant mitigation? A complete noise study should be done to answer those questions. The noise study for this project should be compared to the one for the prepared for the

U.S. 50 widening project through Rancho Cordova to see if they are of the same quality and completeness.

In Master Response 5 – Baseline Traffic Data and Master Response 7 – Noise Measurements, the FEIR states that 2013 traffic volumes were generally less than 2004 traffic volumes (p. N-23). The FEIR claims that “because the traffic operations would be substantially similar to those used in the traffic-dependant technical studies, such as the air quality and noise studies, the results of those studies would also be substantially similar. In fact the slightly higher 2004 traffic volumes may yield a slightly more conservative assessment of impacts than the 2013-2014 volumes.”

However, on p. N-28, in Master Response 7 – Noise Measurements, the FEIR states, “the peak traffic hour is generally not the noisiest hours since vehicles may be stopped or moving very slowly. The primary constituent in highway noise is tires moving along the pavement. Therefore, free-flowing traffic conditions...yield higher noise levels...” So, if the 2013 traffic volumes are less than 2004 volumes, it could mean that traffic is more free-flowing and travelling at higher speeds and therefore the noise levels could be higher (per the document, higher traffic speeds = greater noise), or that additional freeway capacity was built, or some other unknown. However, we do not know because the city took noise measurements in 2006, not in 2013. The city cannot simply assert their 2004 traffic volumes may result in “a slightly more conservative assessment of impacts.” The city is cherry-picking which baseline studies to use for their noise and traffic analyses so the results are in their favor. This is not a credible method of analysis. The city had the ability to study the actual existing traffic and noise conditions for the same time period but chose not to.

Although a nice gesture, the short 8-foot tall soundwall added to this project after the Draft EIR to cover all adjacent Gold River residences along the freeway is not tall enough. It is not tall enough to block the standard 13.5-foot tall semi-truck and will provide little to no benefit by lowering noise levels. A double standard also seems to exist with regard to how the City deals with communities within Rancho Cordova and those that are not. The document states that taller soundwalls are infeasible however does not provide any estimated costs to support that conclusion. The additional cost may be a small fraction of the project’s estimated \$120 million budget.

If the City is trying to reduce project costs, we recommend the city not include the sidewalk on the overcrossing structure.

Traffic analysis inadequate:

Both the Draft and Final EIRs and EA rely on a traffic study that was completed in 2010 but used traffic information gathered in 2004. Caltrans’s “Guide for the Preparation of Traffic Impact Studies” (December 2002), page 2, part C states:

“A TIS [traffic impact study] requires updating when the amount or character of traffic is significantly different from an earlier study. Generally a TIS requires updating every two years. A TIS may require updating sooner in rapidly developing areas and not as often in slower developing areas. In these cases, consultation with Caltrans is strongly recommended.”

The region surrounding the project area (El Dorado Hills, Folsom, Rancho Cordova, and even Sacramento County) has experienced significant growth and change since 2004 when the data was collected for the project’s traffic study. Per the Caltrans Guide, in the 10 years since 2004, at least five new traffic studies could have been completed. A new traffic study for this specific project, conducted within the last two years should be used for the EIR.

Visual impacts:

Visual impacts on the surrounding neighborhood from the 39-foot tall structure (close to 80-feet tall with overhead lights) were not adequately identified. Photosimulations (p. N-34 and Figure 2.1.9-15) of the interchange are from locations that do not reflect the greatest visual impacts to the adjacent residents. The only visual simulations to show what the interchange would look like from Eureka Village are from the middle of Tenderfoot Drive. One is from at angle that captures most of the trees along Tenderfoot Drive which obscures the view of the interchange structure. Views from adjacent backyards and the second story rooms of nearby 2-story homes, where the visual impacts are greatest, should have been provided. Additionally, photosimulations of what the light pollution would look like from various vantage points in Eureka Village and Gold River should have been analyzed and provided. The analysis should also include views of the interior edge of the greenbelt along Tenderfoot Drive. It is possible that the trees along Tenderfoot Drive could become ill and or be removed, so it is important to know what the project would look like without the view of the existing trees.

The FEIR states that “The City will specifically include the tree planting in the plans approved for the project and require the tree planting to be done as part of the project.” (p. N-28). However, no photosimulations of what that might look like were provided for in the FEIR.

Alternative locations for the interchange were not thoroughly studied:

In the FEIR master Response 4, Hazel Avenue Interchange/Extension Alternative, the document states: “The alternative does not warrant detailed examination under CEQA standards because 1) it would not meet the purpose and need and basic project objectives, 2) it is infeasible, and 3) it would not avoid significant environmental impacts.”

The first reason stated for the Hazel Avenue Interchange/Extension is that it does not meet the purpose and needs and basic project objectives because it does not improve traffic on Sunrise Boulevard. If the same reasoning is used to assess the Rancho Cordova Parkway interchange it too does not meet one of the project objectives to "Improve traffic operations at U.S. 50/Sunrise Boulevard and U.S. 50/Hazel Avenue interchanges", this is listed as bullet #2. Table 3: Cumulative Year Model Peak Hour Freeway Volume and Volume to Capacity Ratio Comparison (p. N-19), shows that the Rancho Cordova Parkway Interchange project makes traffic on U.S. 50 worse. The FEIR even states that compared to the Rancho Cordova Parkway Interchange, "...the Hazel Avenue extension option would result in lower volumes on U.S. 50 between Sunrise Boulevard and Hazel Avenue since some traffic to and from the east that would have used the Rancho Cordova Parkway interchange has to use Hazel Avenue instead." In essence the Rancho Cordova Parkway interchange would increase traffic on U.S. 50.

The second reason for discarding the Hazel Avenue Interchange/Extension is that it is infeasible. However there was no evidence provided to demonstrate whether the extension is infeasible. There is no actual study that compares the two alternatives with specific cost estimates and benefits. The human health impacts to the residents is a high cost and needs to be considered when assessing the feasibility of the Rancho Cordova Parkway Interchange versus the Hazel Avenue Interchange/Extension alternative.

The third reason given for throwing out the Hazel Avenue Interchange/Extension alternative is that it would not avoid significant environmental impacts as written in Appendix N, pg N-21:

"As discussed in Master Response 3, any alignment through the area south of U.S. 50 in the vicinity of the proposed alignment would have similar effects to sensitive biological resources, such as wetlands, elderberry bushes, and VELB. The impacts to these resources would be potentially significant for the Hazel Avenue extension.

As stated above, the biological impacts would "have similar effects" for any project built south of U.S. 50, whether it be the Rancho Cordova Parkway Interchange or the Hazel Avenue Interchange/Extension.

Appendix N, p. N-21 also states:

"In addition, the Hazel Avenue extension would potentially impact areas within Aerojet property that were not part of the carve-out lands and would have potentially greater concerns related to hazardous materials/wastes. It should also be noted that improvements to the Hazel

Avenue interchange would likely significantly impact existing commercial uses, residential uses (Gold River), and the Nimbus Dam Recreation Area.”

The Easton Project, a master-planned community, was approved by Sacramento County in 2012. The project has not been built yet. As a condition of approval, the County required the construction of Easton Valley Parkway, a planned 4- to 6-lane arterial road. Easton Valley Parkway would extend through Aerojet property. In approving the project, the County found the impacts of the Easton Parkway to be acceptable and feasible. So, why does the City of Rancho Cordova think that an alignment through Aerojet property is infeasible when the County did not? Also, why can't the Rancho Cordova Parkway connect to the Easton Valley Parkway to provide the connection from White Rock Road to U.S. 50 (via the Hazel Interchange) that it desires? A new alignment through Aerojet property would not be required if the proposed Easton Valley Parkway alignment is utilized. A new roadway through Aerojet property would not be needed, and therefore the city's argument that a project alternative that includes a road through Aerojet being “difficult and costly” is rejected.

Sacramento County also already has future plans for a Hazel Avenue extension to White Rock Road. To achieve the same goals, the city and the county should collaborate and share the costs of both the design and construction of the Easton Valley Parkway and a Hazel Avenue extension. This would eliminate the need for the interchange portion of the Rancho Cordova Parkway Interchange project.

County Supervisor Roberta McGlashen has encouraged the City to pursue this option instead of building an interchange adjacent to Eureka Village (see comment letter MMM).

The current estimated cost to build the Rancho Cordova Parkway is \$120 million. Most of that cost is in the interchange structures. The Hazel Avenue Interchange/Extension alternative might actually cost the City less than \$120 million because the County would share in the cost of building it.

Impacts on residential uses (Gold River) and the Nimbus Dam Recreation Area are also listed as reasons for rejecting the Hazel Avenue Interchange/Extension alternative. However, because Hazel Avenue is further away from existing residents, the impacts to human health from an interchange at that location would be less severe than at the project's selected location directly adjacent to thousands of homes. Nimbus Dam Recreational Area is a place frequented by people but so is Prospect Park next to Eureka Village. Prospect Park is frequented by many people, including children, throughout the year and is a site

for youth soccer. Children, along with the elderly, have been identified in numerous studies to be the most at risk from air toxics.

The same reasons used to reject the Hazel Avenue Interchange/Extension alternative could be used to reject the Rancho Cordova Parkway interchange project. In fact, the FEIR even states that the Rancho Cordova Parkway Interchange increases traffic on U.S. 50 and has “similar” impacts to the Hazel Avenue Interchange/Extension. Noise and visual impacts, if compared, would show that the Rancho Cordova Parkway interchange is worse than the Hazel Avenue Interchange/Extension alternative. And if a health risk assessment was done to compare the two sites, it would likely show that the Rancho Cordova Parkway Interchange is significantly more harmful than the Hazel Avenue Interchange/Extension because of the hundreds of residents that already live in close proximity to U.S. 50.

The Rancho Cordova Parkway Interchange does not significantly improve traffic over the Hazel Avenue Interchange/Extension alternative. The traffic volume-to-capacity ratios in Table 2 of Master Response 4 shows that the Rancho Cordova Parkway Interchange does little to improve traffic. It makes traffic worse on U.S. 50 and only provides a slight reduction in the volume-to-capacity ratios at Sunrise Boulevard and Zinfandel Drive over the Hazel Interchange/Extension alternative. The volume-to-capacity ratios shown in Table 2 of Master Response 4 are still overcapacity (greater than 1.0) with the Rancho Cordova Parkway Interchange at Zinfandel Drive. Instead of spending the estimated \$120 million for building the Rancho Cordova Parkway Interchange, the city may better serve the area if it spent the money improving the traffic operations at Zinfandel Drive and Sunrise Boulevard.

So with regard to improving traffic flow, the Rancho Cordova Parkway Interchange is not much better than the Hazel Interchange/Extension alternative – the traffic on Sunrise Boulevard and Zinfandel Drive are still above capacity with the Rancho Cordova Parkway Interchange. For example the AM volume-to-capacity ratio at Sunrise Boulevard with the Rancho Cordova Parkway Interchange is 1.33 and 1.39 with the Hazel Avenue Interchange/Extension alternative. This is only a 4.5% difference. Table 2 shows similar lack of improvements at the other roadway sections studied.

The FEIR rejects the Hazel Avenue Interchange/Extension alternative without a real analysis. On page N-19, the document states:

“The County, City, and Caltrans have been working on a design solution for the Hazel Avenue interchange and have yet to agree on a design concept due to complex geometric constraints. Without the proposed project in place, resolving those geometric constraints would become even more challenging. It would also likely lead to regional trips being

transferred to the local roadway system that is less able to handle regional movements efficiently. It would not be an equivalent substitute for the Rancho Cordova Parkway interchange. *A more detailed analysis would be needed to determine the full set of impacts to Hazel Avenue, Sunrise Boulevard, U.S. 50, and the local roadway system*, but this assessment shows that the Hazel Avenue extension does not meet the project purpose and need to improve traffic operations at the U.S. 50/Sunrise Boulevard and U.S. 50/Hazel Avenue interchanges.”
(emphasis added)

If “more detailed analysis” is needed to determine the full set of impacts to Hazel Avenue, Sunrise Boulevard, U.S. 50, and the local roadway system, why has it not been done? To discard the Hazel Avenue Interchange/Extension based on limited analysis and study because it fails to satisfy a couple of the project criteria is not reasonable given that the Hazel Avenue Interchange/Extension would likely result in lower environmental impacts than the Rancho Cordova Parkway Interchange. At the very least, the two alternatives need to be compared wholly and not broken down to just the parts that don’t work for a portion of the project’s goals. If held to the same standard, the Rancho Cordova Parkway Interchange would also be discarded because it too fails to meet all of the project’s goals. The City has cherry-picked their arguments.

CEQA requires identifying significant environmental impacts and to avoid or mitigate those impacts if feasible. Before the city concludes that the environmental impacts from the Rancho Cordova Parkway Interchange project are significant and unavoidable or that mitigation is infeasible, the city should have conducted a full and “more detailed analysis” of the Hazel Avenue Interchange/Extension alternative. The Hazel Avenue Interchange/Extension could provide similar traffic benefits as the Rancho Cordova Parkway Interchange project but without the very real and harmful impacts to neighboring residents.

Conclusion

In addition the objections listed above, the EVHAB wishes to let it be known that we also oppose any construction or future construction of a “pedestrian walkway or bicycle access bridge” connecting into Eureka Village from the south side of the freeway. Although the connection into Eureka Village was removed from the project, the overcrossing structure still contains sidewalks that may be modified for a future connection into Eureka Village.

This letter serves as our complete and unequivocal opposition to the Rancho Cordova Parkway Interchange Project in its current form. However, the EVHAB would fully support the project should the interchange be moved to Hazel Avenue. The EVHAB believes the Hazel Avenue location offers all of the benefits

the City wishes to obtain from the project while greatly arresting most of our concerns.

We the undersigned oppose the project not only as a board that currently represents the 106 homes of Eureka Village, but as individuals as well.

The EVHAB asks that the City take into consideration homeowner concerns and move the project to the more logical and community friendly location of Hazel Avenue.

 16 March 2015
James Morris
President, Eureka Village Homeowners Association Board

 3/16/15
Manode Kodsuntie, P.E.
Treasurer, Eureka Village Homeowners Association Board
Civil Engineer with 22 years of transportation project experience

 for 3/16/15
Socorro McCaslin
Secretary, Eureka Village Homeowners Association Board

cc:
U.S. Representative Ami Bera
U.S. Senator Barbara Boxer
U.S. Senator Dianne Feinstein
California State Representative Ken Cooley
California State Senator Ted Gaines

16 March 2015

The Honorable David Sander, Vice-Mayor
City of Rancho Cordova

I write this letter of testimony for Rancho Cordova City Council Agenda Item 14.1 on March 16, 2015, to **urge you to approve the proposed Rancho Cordova Parkway interchange project.** This letter provides a viewpoint shared by many who live across the American River, in Fair Oaks, Carmichael, or Citrus Heights, different from what you will hear in testimony from residents of Gold River. Those of us living north of the river rely on Sunrise Boulevard for three kinds of access:

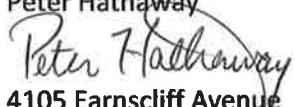
1. to get on and off US50 freeway, to go to western Rancho Cordova, downtown Sacramento, and places beyond;
2. to travel north and south across the river and freeway, to destinations in Rancho Cordova and as far as Elk Grove; and
3. to reach businesses along Sunrise Boulevard itself.

All of these trips, including trips made by Rancho Cordova residents wanting access across the freeway and river, seriously overload Sunrise already. It is not feasible to widen Sunrise enough to handle all that existing traffic demand, let alone that which would be added by planned growth in Rancho Cordova.

I expect Gold River residents to bombard you with mostly spurious and self-serving arguments about air pollution in the area, noise, changes in view, and fear of property value effects, and they will not discuss traffic impacts for everyone else. Your EIR for the interchange project and the staff report for the council meeting describes all these impacts fairly and well. Rancho Cordova plans to grow whether Gold River residents like it or not. Air pollution in the area will rise insignificantly, probably less from the new interchange than if vehicles had to idle in traffic on Sunrise. The freeway itself dominates traffic noise, an interchange and ramps add only imperceptibly, and the spread of that noise depends mostly on weather (air temperature, humidity, and wind). A new interchange would come into view from a few homes, but the trees included in the project can block that. The direct effect of all this on property values would be minimal. Yes, an improved interchange at Hazel Avenue would help, and I expect the County will build it eventually, but Rancho Cordova with its planned growth will need both interchanges.

This interchange in one form or another has been planned for about 30 years, since the County first planned and approved the Gold River development. Those original traffic plans got it right, with an interchange to allow access from the north and south to the freeway, but the County later allowed Gold River to build out without the interchange to serve its traffic. The result is today's traffic congestion on Sunrise Boulevard. Rancho Cordova has come into existence and now has plans for growth of its own south of the freeway. Sound planning, fairness to those who must endure the daily traffic delays on Sunrise Boulevard today, and fairness to future Rancho Cordovans, indicate that Rancho Cordova should approve and build the Rancho Cordova Parkway interchange.

Please approve the project and proceed. I regret that I could not attend and testify at tonight's hearing because of another commitment, so please accept this letter as my intended testimony.

Peter Hathaway

4105 Earnscliff Avenue
Fair Oaks CA 95628

cc: Cyrus Abhar, Director of Public Works

16 March 2015

The Honorable Donald Terry, Council Member
City of Rancho Cordova

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Peter Hathaway

4105 Earnscliff Avenue
Fair Oaks CA 95628

cc: Cyrus Abhar, Director of Public Works

Mindy Cuppy

From: Kristy Chew <k_chew@yahoo.com>
Sent: Monday, March 16, 2015 5:14 PM
To: Manode Kodsuntie; Robert McGarvey; Amarjeet.Benipal@dot.ca.gov; David Sander; Donald Terry; Linda Budge; Dan Skoglund; SupervisorSerna@saccounty.net; SupervisorKennedy@saccounty.net; susanpeters@saccounty.net; macglashanr@saccounty.net; nottolid@saccounty.net; Mindy Cuppy
Cc: Don Mooney; jrmorris737@gmail.com; smccasli@cisco.com; lonncmaier@sbcglobal.net
Subject: Kristy Chew's objections to the RCIP and Final EIR

March 16, 2015

Rancho Cordova City Council, Item #14, Rancho Cordova Interchange Project
 Comments of Kristy Chew

Good evening, councilmembers.

My name is Kristy Chew. I am a resident of Sacramento County. I have a Bachelor's of Science degree from U.C. Davis in Environmental Policy Analysis and Planning. And I have 20 years of experience writing, preparing, and reviewing environmental analysis documents in California both for purposes of the California Environmental Quality Act and the National Environmental Policy Act.

Due to the limited time given by the city to the public to speak tonight, I will focus my comments on the following areas: 1) Inadequate public review and 2) errors in the Final EIR that only confuse the public and decisionmakers from understanding the project, the analysis, and the conclusions.

1. Inadequate Public Review

The City only provided the public 12 days to review the FEIR prior to holding a hearing and possibly taking action on the project. This very short 12-day period may meet the letter of the law, but definitely does not meet the spirit of the law. When the public asked for additional time to review the 2,284-page Final EIR, the city's reply from Cyrus Abhar was that only 68 new pages of text was added. That is completely untrue. All of Appendix N is new. Appendix N is 403 pages – much of it complex and difficult to comprehend. And, unlike the city staff and consultants that are paid to work on this project, I did not spend the last 268 days since the close of the comment period memorizing the remaining 1,800 pages of the Draft EIR.

Good government requires an informed citizenry. The city has taken 3475 days from the date of publication of the Notice of Preparation in 2005 to today. That's also 9 years, 6 months, and 7 days. However the city has only allowed the public 60 days to review the Draft EIR and only a mere 12 days to review the Final EIR. This is not good government. This is the government's attempt to hide information from the public and to prevent the people from being adequately informed of the decisions of their government.

2. Errors in the Final EIR

In the city's rush to decide this project, the Final EIR contains analytical, publishing or technical errors that prevent the public from understanding what was added or changed and why.

Example #1

For example, on the public website, in the pdf version of the Final EIR, on the bottom of page roman numeral pages 17 and 18, there is new text added however the text on page 17 ends mid-sentence with "Although the public review period formally ended on June" with text on the next page starting with "City has agreed to construct an 8-foot sound wall..." Obviously text is missing. How much and how important that information is not known. The point being, that the public nor the decision makers had the opportunity to have that information prior to committing the city to building a project with significant environmental and human consequences.

Example #2

Another example, of the city's flawed Final EIR document, is their misidentification of CEQA-Responsible Agencies. On page N-59 of the Final EIR, Response QQQ-1, the document states "The City agrees that Sacramento County is not a "responsible agency." The document has been revised to reflect this. However, the County owns the property called the Tenderfoot Meadow and the County Board would be required to provide an approval to use the land for the project, prior to construction."

That response is in direct conflict with itself as per Section 15381 of the California Code of Regulations, Sacramento County is indeed a responsible agency under the definition of CEQA. Section 15381 describes a Responsible Agency to mean "the term "responsible agency" includes all public agencies other than the lead agency which have discretionary approval power over the project."

Because Sacramento County is "required to provide an approval to use the land for the project", it is therefore a responsible agency under CEQA.

The City's own resolution being proposed for approval tonight, Resolution 28-2015, on page 1, the second Whereas, 10th line down, the resolution states "In addition, Caltrans and Sacramento County, which has jurisdiction for the portion of the Project north of U.S. 50, are responsible agencies under CEQA."

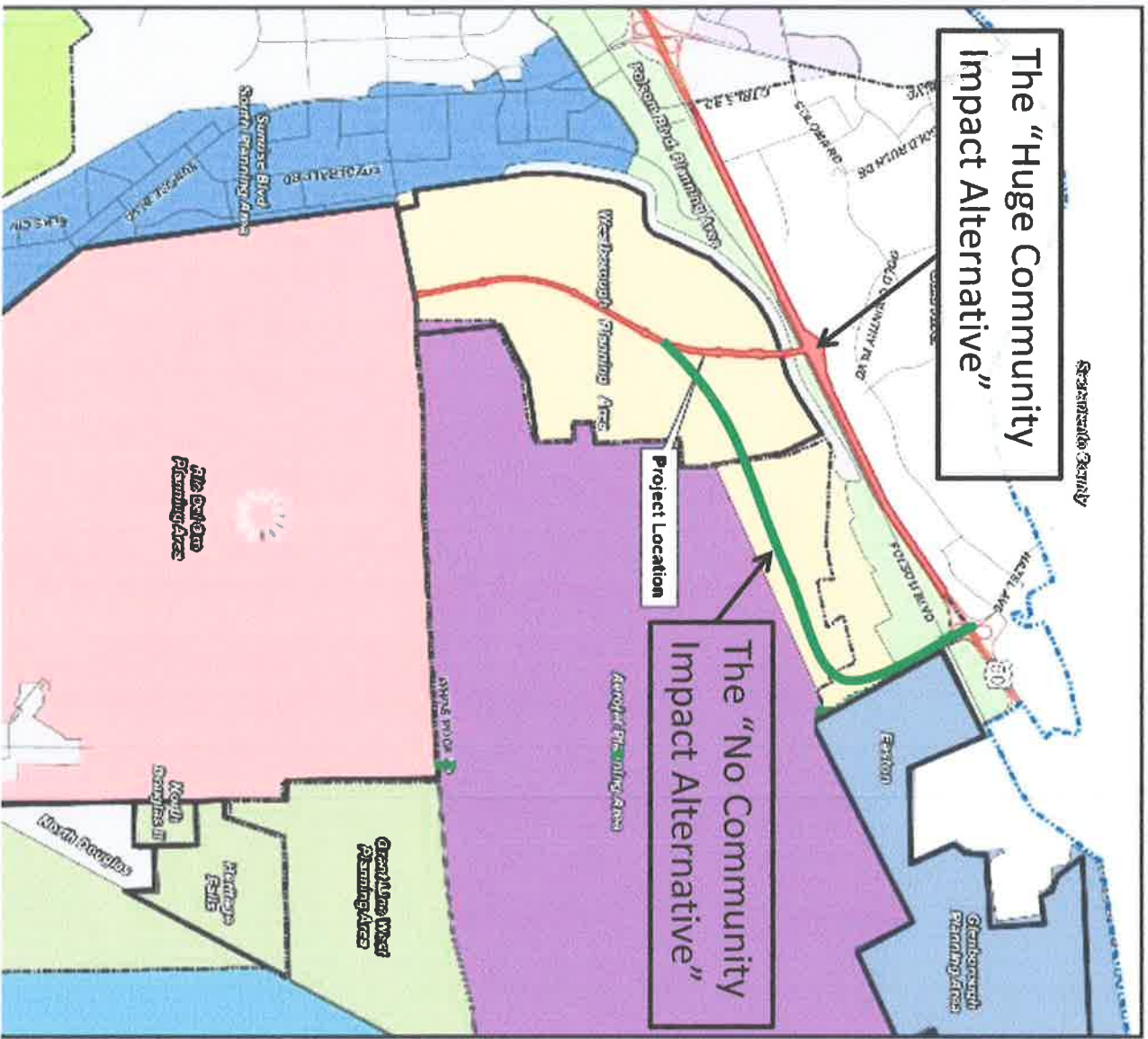
The City is inconsistent in its own understanding and description of the project. The information being provided to the public and decision makers is inconsistent at best and deceptive at worst.

Example #3

A third example of how the document misleads the public and decision makers: On p. N-27 it states that “The traffic volumes on the proposed **interchange** ramps are well below 100,000 vehicles/day” (traffic volume where the California Air Resources Board recommends siting sensitive land uses 500 feet away [page 6 of the Air Quality and Land Use Handbook: A Community Health Perspective] [emphasis added]). What the Final EIR and Environmental Assessment **fail** to consider is the 150,000-plus vehicles that use U.S. 50 itself, not just the interchange. Therefore, the Handbook would not recommend siting a sensitive land use within 500 feet of U.S. 50. nor would it likely support expanding a roadway, in this case the two additional lanes being proposed on U.S. 50, so that it is closer to existing sensitive land uses.

Finally, I’d like to say that even though I am not an official resident of Rancho Cordova, I am Rancho Cordova’s neighbor. As a neighbor, I’ve supported the city in the past by spending my hard-earned dollars buying items and services from within Rancho Cordova’s city limits, paying sales tax dollars. By approving and building this project, the city will be hurting myself and my other neighbors. I oppose this project. I and others I know now avoid buying anything from within Rancho Cordova’s boundaries as we now know that the city may use those dollars to build this harmful project. I would happily spend my dollars within Rancho Cordova if the city collaborated with the County on improving the Hazel Avenue Interchange so that an interchange here at this proposed location is no longer warranted.

Regards,
Kristy Chew
Sacramento County Resident



Supplement for RC
City Council
presentation March
16, 2015 (Lonn
Maier)



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California Study Shows Children Living Near Freeways Have Slower Lung Development

By Miranda Hitti
WebMD Health News

Reviewed by Louise Chang, MD

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Jan. 25, 2007 -- Children living close to freeways may have slower lung development between ages 10 and 18 than those living farther away.

That's according to a study of more than 3,000 southern California children, published in *The Lancet's* online edition.

"Since lung development is nearly complete by age 18 years, an individual with a deficit at this time will probably continue to have less than healthy lung function for the remainder of his or her life," write researcher W. James Gauderman, PhD, and colleagues.

The study may raise "important questions for society about the structure of the transportation system, engines, fuels, combustion, and road dust in urban areas," editorialists write in *The Lancet*.

About the Study

Gauderman works in the University of Southern California's preventive medicine department.

He and his team studied 3,677 children in 12 communities in southern California.

The children were in the fourth grade (average age: 10 years) when the study started in the 1990s. They took yearly lung function tests for up to eight years.

Children 10 to 18 go through a period of rapid lung development, the researchers note.

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SEPTEMBER 21, 2005

STUDY LINKS FREEWAYS TO ASTHMA RISK

USC research adds to evidence that air pollution can cause respiratory problems.

By Deborah Schoch, LA Times Staff Writer

Los Angeles -- The closer that children live to Southern California freeways, the greater their risk of being diagnosed with asthma, USC researchers have found in a study that bolsters growing evidence that air pollution can cause asthma.

Children who lived a quarter mile from a freeway, for example, had an 89% higher risk of asthma than children living about a mile from a freeway, according to the new research.

Even in areas such as Santa Maria, with generally good air quality, the researchers found that the risk of asthma increased for children who lived near freeways.

Separately, a different team of University of Southern California researchers has concluded that the chronic health effects of smog among adults are two to three times greater than earlier research showed. The team pinpointed a link between the tiny particles contained in air pollution and increased deaths from heart disease.

Articles on the two studies, conducted in Southern California, appear in the November issue of the journal Epidemiology.

USC released the findings Tuesday.

The freeway article is part of an ongoing landmark study of how air pollution affects children's respiratory health. That study, which began in 1993, produced findings last fall that showed smog can permanently stunt lung growth in children and lead to lifelong health problems.

Dr. Elisa Nicholas, project director for the Long Beach Alliance for Children with Asthma, called the freeway study significant. "There's increasing evidence demonstrating a link between air pollution and the development of asthma," Nicholas said Tuesday. "The more evidence we have, the more political will there will be to clean up emissions from the freeways."

Earlier studies have demonstrated a relationship between children's asthma and traffic exposure, but results have not been consistent as to whether air pollution causes asthma, according to the article by a team of seven researchers at the USC Keck School of Medicine.

Nor has research been conducted in Southern California, said lead author James Gauderman, a USC associate professor of preventive medicine.

So researchers tracked 208 children living in 10 cities in the region, including 31 children, or 15%, with asthma.

They installed air samplers outside the children's homes to measure nitrogen dioxide for two-week periods in the summer and fall of 2000. Nitrogen dioxide is produced by pollutants from cars and trucks.

Researchers measured the distance between each home and freeways, and counted how many vehicles traveled within 164 yards of the homes.

They found that children with higher levels of nitrogen dioxide near their homes were more likely to have asthma. For each increase of 5.7 parts per billion of the pollutant, the risk of asthma increased by 83%, the study states.

The researchers have not determined that nitrogen dioxide is causing asthma, but it is found



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Study finds traffic pollution can speed hardening of arteries

People living within 328 feet of an L.A. freeway were found to have twice the average progression of atherosclerosis -- thickening of artery walls that can lead to heart disease and stroke.

February 14, 2010 | By Margot Roosevelt

Los Angeles residents living near freeways experience a hardening of the arteries that leads to heart disease and strokes at twice the rate of those who live farther away, a study has found.

The paper is the first to link automobile and truck exhaust to the progression of atherosclerosis -- the thickening of artery walls -- in humans. The study was conducted by researchers from USC and UC Berkeley, along with colleagues in Spain and Switzerland, and published this week in the journal PloS ONE.

Researchers used ultrasound to measure the carotid artery wall thickness of 1,483 people who lived within 100 meters, or 328 feet, of Los Angeles freeways. Taking measurements every six months for three years, they correlated their findings with levels of outdoor particulates -- the toxic dust that spews from tailpipes -- at the residents' homes.

They found that artery wall thickness in study participants accelerated annually by 5.5 micrometers -- one-twentieth the thickness of a human hair -- more than twice the average progression.

According to co-author Howard N. Hodis, director of the Atherosclerosis Research Unit at USC's Keck School of Medicine, the findings show that "environmental factors may play a larger role in the risk for cardiovascular disease than previously suspected."

UC Berkeley co-author Michael Jerrett noted that "for the first time, we have shown that air pollution contributes to the early formation of heart disease, known as atherosclerosis, which is connected to nearly half the deaths in Western societies. . . . By controlling air pollution from traffic, we may see much larger benefits to public health than we previously thought."

The study comes at a time of growing alarm over the effects of freeway pollution on nearby schools and homes. In the four-county Los Angeles Basin, 1.5 million people live within 300 meters, or 984 feet, of major freeways.

The Natural Resources Defense Council is battling in federal court to overturn the caps on motor-vehicle emissions set by Southern California air quality officials, saying that they fail to account for higher pollution near freeways.

And Los Angeles and Long Beach residents are fighting expansion of the truck-clogged 710 Freeway, saying it will lead to higher rates of asthma, heart disease and cancer in densely populated areas.

In July, the U.S. Environmental Protection Agency launched a major study of traffic pollution near Detroit roadways to examine whether it leads to severe asthma attacks in children.

More than a third of Californians report that they or a family member suffer from asthma or respiratory problems, according to a survey last year. The Obama administration is proposing tighter standards for two vehicle-related pollutants: nitrogen dioxide (NO2) and ground-level ozone, the chief component of smog.

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from state of California birth files, and were frequency matched to the autism cases by age, gender, and broad geographic area. Each participating family was evaluated in person. All children were assessed; assessment of autism was done using well-validated instruments.

The study examined the locations where the children's families' lived during the first, second and third trimesters of their mothers' pregnancies, and at the time of the baby's birth and looked at the proximity of these homes to a major road or freeway. The participants' gestational ages were determined using ultrasound measurements and prenatal records.

Dr. Volk and her colleagues found that living within 309 meters of a freeway (or just over 1000 feet) at birth was associated with a two-fold increase in autism risk. This association was not altered by adjustment for child gender or ethnicity, maximum education in the home, maternal age, or prenatal smoking. The researchers found no consistent pattern of association of autism with proximity to a major road.

Traffic-related air pollutants have been observed to induce inflammation and oxidative stress in toxicological and human studies. The emerging evidence that oxidative stress and inflammation are involved in the pathogenesis of autism supports the findings of this study.

"We expect to find many, perhaps dozens, of environmental factors over the next few years, with each of them probably contributing to a fraction of autism cases. It is highly likely that most of them operate in conjunction with other exposures and/or with genes," said Irva Hertz-Picciotto, PhD, chief of the division of environmental and occupational health in the Department of Public Health Sciences at UC Davis, and principal investigator on the CHARGE study.

Source: Children's Hospital Los Angeles

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health studies and provide data for the development of an air-quality standard for ultrafine particles," Zhu said. > more related stories

The studies also examined the concentrations of carbon monoxide (CO), black carbon (BC) and particle mass. Both CO and BC concentrations are closely related to vehicle emissions. Like ultrafines, CO and BC concentrations decreased significantly (70 percent to 80 percent) within the first 330 feet downwind of the freeway. This confirms the notion that vehicular exhaust is a major source of these pollutants near a major roadway.

The SCPCS -- housed in the School of Public Health and the Institute of the Environment at UCLA, and funded by the EPA's Science To Achieve Results (STAR) program and California Air Resources Board -- brings together outstanding scientists from leading universities throughout the nation to create dynamic new ways of investigating the health effects of particulate matter and to secure the protection of public health by better informing policy.

Funding for the studies was provided by the EPA and the California Air Resources Board, and supported by the National Institute of Environmental Health Sciences. Other study authors include Constantinos Sioutas, deputy director of SCPCS and associate professor of environmental engineering at USC, and Seongheon Kim and Si Shen of the department of civil and environmental engineering at USC.

Story Source:

The above story is based on materials provided by University Of California - Los Angeles. Note: Materials may be edited for content and length.

Cite This Page:

MLA APA Chicago

University Of California - Los Angeles. "People Near Freeways Are Exposed To 30 Times The Concentration Of Dangerous Particles." ScienceDaily. ScienceDaily, 21 October 2002. <www.sciencedaily.com/releases/2002/10/02102105222.htm>.

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Along freeways he favors building businesses or apartments and condominiums because there is much less outdoor activity. He then wondered if apartments are a bad idea right next to a freeway.

The original design of the Coyote Canyon project had houses even closer to the freeway, but officials wanted them on the other side of the frontage road, Nuaimi said.

By coincidence, that probably reduces the health risk significantly.

The studies found that levels of ultrafines drop almost to background level beyond 150 meters.

For new developments, it's almost the flip-side of an environmental justice issue, namely that lower-income people often live along the most polluted corridors, including freeways and rail yards.

But the houses springing up mere yards from Interstate 15 in Fontana are selling for \$700,000, and a new park is being constructed right next to the freeway.

"Well-off people are entitled to clean air, too," quipped Carol Gomez, transportation program manager for the AQMD.

Rialto is banking on extensive high-end development, including housing, along Interstate 210 after the freeway extension is finished in 2007.

City leaders envision the soon-to-be-closed Rialto Municipal Airport, just south of the I-210 extension, as a bustling mix of commercial and residential development.

Businesses would be close to the freeway and housing would be set farther away.

That's on purpose, City Manager Henry Garcia said.

"We are very cognizant of particulates," he said. "We are planning to have some type of buffer from the freeway."

The city of Chino has gone even further.

As a "clean air city," it prohibits homes or schools from being built within 1,000 feet of a freeway.

Chino Mayor Dennis Yates sits on the governing board of the AQMD, and describes himself as a business-friendly Republican.

He also is an aggressive and dedicated smog fighter.

"The AQMD set out guidelines for land use, and we encourage cities to follow those," he said, adding that in Chino, "We always take it one step further."

Last year, the AQMD published guidelines for cities and counties that encourage putting distance between smog-producing facilities and homes, hospitals and child-care centers.

AQMD itself has no authority to impose land-use regulations, which are controlled by cities and counties.

The recommendations were distributed to all the cities in the four-county district and meetings with planners were held to inform them of the document.

The guidelines warn that numerous studies show toxic air contaminants can lead to cancer and other health problems, including "birth defects and other reproductive damage, neurological disorders, and damage to the respiratory system."

The guidelines, which are purely advisory, were drafted after complaints that residential development was creeping up against commercial development and vice versa, said Laki Tisopulos, assistant deputy executive officer of the AQMD.

"We want to alert decision-makers to this," he said. "We've had schools, apartment buildings, located right next to a freeway."

An extensive study by AQMD concluded in 2000 found the general cancer risk just from breathing the air in the region is about 1,400 in a million. Most of that risk comes from diesel soot, one of the largest contributors of particulates.

Cities and counties should adopt planning rules that take those risks into account, Tisopulos said.

the rear section to measure things like black carbon and other particle concentrations, as well as concentrations of gasses including CO, CO2 and NOx. These are the major constituents of vehicle exhaust. In the "second row" of the van they installed a plexiglass chamber where the test subject sat, and could deliver either filtered air (through a HEPA filter) or unfiltered air. For the tests they drove for 2 hours on one of two highway routes in the LA vicinity. One route drove back and forth on I-710, whose traffic is largely heavy diesel trucks leaving the ports. The other route focused on I-105 and I-405 which has a higher mix of passenger cars. The study showed that the air along I-710 has a much higher concentration of large particles, nitrous-oxides (NOx), polycyclic aromatic hydrocarbons (PAH), black carbon, particulate carbon, than the air along I-405. This is due to the higher concentration of large diesel trucks.

Since this study only looked at short term cardiovascular effects it leaves open the question of other health effects from vehicle exhaust. During the question and answer period Dr. Hinds did say it's known that ultrafine particles can penetrate the alveolar membrane, get into the bloodstream and even penetrate into cells. But it's not known what effect this has on bodies.

The study found that the HEPA filters removed 97% or so of the effects. Hence one recommendation is to install HEPA filters in vehicles to mitigate the effects on drivers. However this strikes one as being like locking the barn door after the horse has bolted. Wouldn't it be better if these exhaust gasses simply weren't emitted from vehicles in the first place?

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regulates particles less than 2.5 micrometers in diameter, and ultrafines represent the very smallest particles inhaled by the public.

Traffic-related air pollution is of great concern to Los Angeles, which has the most severe particle air-quality problem in the United States. The Los Angeles Basin is home to more than 15 million residents and 10 million vehicles contributing to its daily traffic. Motor vehicle emissions represent the most significant source of ultrafine particles. Moreover, recent toxicological studies have shown that ultrafine particles are more toxic than larger particles, potentially leading to increased mortality and illness with increased exposure to particulate matter.

"We believe this is the first study conducted in the United States that provides a detailed spatial profile of ultrafine particles near freeways," said William C. Hinds, a professor of environmental health sciences in the UCLA School of Public Health, who co-authored the studies with Yifang Zhu, a doctoral candidate in the School of Public Health.

The studies, conducted through the Southern California Particle Center and Supersite (SCPCS), assessed the size-distribution and concentration of the tiny ultrafine particles near major freeways. The first study focused on Interstate 405, one of the nation's busiest freeways, with 93 percent of the traffic composed of gasoline-powered cars. The second study looked at the 710 freeway, which has more than 25 percent of its traffic derived from heavy-duty diesel trucks.

By measuring the number of particles and their size at varying distances from the 405 and 710, Hinds and Zhu concluded that the number of ultrafine particles downwind near both freeways was approximately 25 to 30 times greater than the number upwind. The drop in the number of ultrafine particles occurred rapidly with increasing distance from the freeway, falling to 30 percent of peak concentration at 330 feet. The rapid decrease and dilution in particle concentration was due to several factors, including atmospheric dispersion, coagulation, and wind direction and speed.

Both Hinds and Zhu concur that better understanding of the size and concentration of ultrafine particles is vital, particularly in a city with 85 million vehicle-miles traveled on its freeways on an average day.

"The objectives of the study include providing scientists with a way to predict exposure concentrations to ultrafine particles near freeways in order to facilitate health studies and provide data for the development of an air-quality standard for ultrafine particles," Zhu said.

The studies also examined the concentrations of carbon monoxide (CO), black carbon (BC and particle mass. Both CO and BC concentrations are closely related to vehicle emissions. Like ultrafines, CO and BC concentrations decreased significantly (70 percent to 80 percent) within the first 330 feet downwind of the freeway. This confirms the notion that vehicular



Review

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Near-highway pollutants in motor vehicle exhaust: A review of epidemiologic evidence of cardiac and pulmonary health risks

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Environmental Health 2007, **6**:23 doi:10.1186/1476-069X-6-23

The electronic version of this article is the complete one and can be found online at: <http://www.ehjournal.net/content/6/1/23>

Received: 2 January 2007

Accepted: 9 August 2007

Published: 9 August 2007

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Abstract

There is growing evidence of a distinct set of freshly-emitted air pollutants downwind from major highways, motorways, and freeways that include elevated levels of ultrafine particulates (UFP), black carbon (BC), oxides of nitrogen (NO_x), and carbon monoxide (CO). People living or otherwise spending substantial time within about 200 m of highways are exposed to these pollutants more so than persons living at a greater distance, even compared to living on busy urban streets. Evidence of the health hazards of these pollutants arises from studies that assess proximity to highways, actual exposure to the pollutants, or both. Taken as a whole, the health studies show elevated risk for development of asthma and reduced lung function in children who live near major highways. Studies of particulate matter (PM) that show associations with cardiac and pulmonary mortality also appear to indicate increasing risk as smaller geographic areas are studied, suggesting localized sources that likely include major highways. Although less work has tested the association between lung cancer and highways, the existing studies suggest an association as well. While the evidence is substantial for a link between near-highway exposures and adverse health outcomes, considerable work remains to understand the exact nature and magnitude of the risks.

Background

Approximately 11% of US households are located within 100 meters of 4-lane highways [estimated using: [1,2]]. While it is clear that automobiles are significant sources of air pollution, the exposure of near-highway residents to pollutants in automobile exhaust has only recently begun to be characterized. There are two main reasons for this: (A) federal and state air monitoring programs are typically set up to measure pollutants at the regional, not local scale; and (B) regional monitoring stations typically do not measure all of the types of pollutants that are elevated next to highways. It is, therefore, critical to ask what is known about near-highway exposures and their possible health consequences.

Here we review studies describing measurement of near-highway air pollutants, and epidemiologic studies of cardiac and pulmonary outcomes as they relate to exposure to these pollutants and/or proximity to highways. Although some studies suggest that other health impacts are also important (e.g., birth outcomes), we feel that the case for these health effects are less well developed scientifically and do not have the same potential to drive public policy at this time. We did not seek to fully integrate the relevant cellular biology and toxicological literature, except for a few key references, because they are so vast by themselves.

We started with studies that we knew well and also searched the engineering and health literature on Medline. We were able to find some earlier epidemiologic studies based on citations in more recent articles. We include some studies that assessed motor vehicle-related pollutants at central site monitors (i.e., that did not measure highway proximity or traffic) because we feel that they add to the plausibility of the associations seen in other studies. The relative emphasis given to studies was based on our appraisal of the rigor of their methodology and the significance of their findings. We conclude with a summary and with recommendations for policy and further research.

Motor vehicle pollution

It is well known that motor vehicle exhaust is a significant source of air pollution. The most widely reported pollutants in vehicular exhaust include carbon monoxide, nitrogen and sulfur oxides, unburned hydrocarbons (from fuel and crankcase oil), particulate matter, polycyclic aromatic hydrocarbons, and other organic compounds that derive from combustion [3-5]. While much attention has focused on the transport and transformation of these pollutants in ambient air – particularly in areas where both ambient pollutant concentrations and human exposures are elevated (e.g., congested city centers, tunnels, and urban canyons created by tall buildings), less attention has been given to measuring pollutants and exposures near heavily-trafficked highways. Several lines of evidence now suggest that steep gradients of certain pollutants exist next to heavily traveled highways and that living within these elevated pollution zones can have detrimental effects on human health.

It should be noted that many different types of highways have been studied, ranging from California "freeways" (defined as multi-lane, high-speed roadways with restricted access) to four-lane (two in each direction), variable-speed roadways with unrestricted access. There is considerable variation in the literature in defining

Short-term exposure to fine particulate pollution exacerbates existing pulmonary and cardiovascular disease and long-term repeated exposures increases the risk of cardiovascular disease and death [25,26].

Though not focused on near-highway pollution, two large prospective cohort studies, the Six-Cities Study [27] and the American Cancer Society (ACS) Study [28] provided the groundwork for later research on fine particulates and cardiovascular disease. Both of these studies found associations between increased levels of exposure to ambient PM and sulfate air pollution recorded at central city monitors and annual average mortality from cardiopulmonary disease, which at the time combined cardiovascular and pulmonary disease other than lung cancer. The Six-Cities Study examined PM_{2.5} and PM_{10/15}. The ACS study examined PM_{2.5}. Relative risk ratios of mortality from cardiopulmonary disease comparing locations with the highest and lowest fine particle concentrations (which had differences of 24.5 and 18.6 ug/m³ respectively) were 1.37 (1.11, 1.68) and 1.31 (1.17, 1.46) in the Six Cities and ACS studies, respectively. These analyses controlled for many confounders, including smoking and gas stoves but not other housing conditions or time spent at home. The studies were subject to intensive replication, validation, and reanalysis that confirmed the original findings. PM_{2.5} generally declined following implementation of new US Environmental Protection Agency standards in 1997 [17,29], yet since that time studies have shown elevated health risks due to long-term exposures to the 1997 PM threshold concentrations [29,30].

Much of the epidemiological research has focused on assessing the early physiological responses to short-term fluctuations in air pollution in order to understand how these exposures may alter cardiovascular risk profiles and exacerbate cardiovascular disease [31]. Heart rate variability, a risk factor for future cardiovascular outcomes, is altered by traffic-related pollutants particularly in older people and people with heart disease [22,23,32]. With decreased heart rate variability as the adverse outcome, negative associations between HRV and particulates were strongest for the smallest size fraction studied [33] (PM_{0.3-1.0}); [34] (PM_{0.02-1}). In two studies that included other pollutants, black carbon, an indicator of traffic particles, also elicited a strong association with both time and frequency domain HRV variables; associations were also strong for PM_{2.5} for both time and frequency HRV variables in the Adar et al study [23]; this and subsequent near highway studies are summarized in Table 2, however, PM_{2.5} was not associated with frequency domain variables in the Schwartz et al. study [22].

Table 2. Summary of near-highway health effects studies

Several studies show that exposure to PM varies spatially within a city [35-37], and finer spatial analyses show higher risks to individuals living in close proximity to heavily trafficked roads [18,37]. A 2007 paper from the Woman's Health Initiative used data from 573 PM_{2.5} monitors to follow over 65,000 women prospectively. They reported very high hazard ratios for cardiovascular events (1.76; 95% CI, 1.25 to 2.47) possibly due to the fine grain of exposure monitoring [18]. In contrast, studies that relied on central monitors [27,28] or interpolations from central monitors to highways are prone to exposure misclassification because individuals living close to highways will have a higher exposure than the general area. A possible concern with this interpretation is that social gradients may also situate poorer neighborhoods with potentially more susceptible populations closer to highways [38-40].

At a finer grain, Hoek et al. [24] estimated home exposure to nitrogen dioxide (NO₂) and black smoke for about 5,000 participants in the Netherlands Cohort Study on Diet and Cancer. Modeled exposure took into consideration proximity to freeways and main roads (100 m and 50 m, respectively). Cardiopulmonary mortality was associated with both modeled levels of pollutants and living near a major road with associations less strong for background levels of both pollutants. A case-control study [41], found a 5% increase in acute myocardial infarction associated with living within 100 m of major roadways. A recent analysis of cohort data found that traffic density was a predictor of mortality more so than was ambient air pollution [42]. There is a need for studies that assess exposure at these scales, e.g., immediate vicinity of highways, to test whether cardiac risk increases still more at even smaller scales.

Although we cannot review it in full here, we note that evidence beyond the epidemiological literature support the contention that PM_{2.5} and UFP (a sub-fraction of PM_{2.5}) have adverse cardiovascular effects [16,17]. PM_{2.5} appears to be a risk factor for cardiovascular disease via mechanisms that likely include pulmonary and systemic inflammation, accelerated atherosclerosis and altered cardiac autonomic function [17,22,43-46]. Uptake of particles or particle constituents in the blood can affect the autonomic control of the heart and circulatory system. Black smoke, a large proportion of which is derived from mobile source emissions [30], has a high pulmonary deposition efficiency, and due to their surface area-to-volume ratios can carry relatively more adsorbed and condensed toxic air pollutants (e.g., PPAH) compared to larger particles [17,47,48]. Based on high particle numbers, high lung deposition efficiency and surface chemistry, UFP may provide a greater potential than PM_{2.5} for inducing inflammation [10]. UFPs have high cytotoxic reactive oxygen species (ROS) activity, through which numerous inflammatory responses are induced, compared to other particles [10]. Chronically elevated UFP levels such as those to which residents living near heavily trafficked roadways are likely exposed can lead to long-term or repeated increases in systemic inflammation that promote arteriosclerosis [18,29,34,37].

Asthma and highway exposures

Evidence that near highway exposures present elevated risk is relatively well developed with respect to child asthma studies. These studies have evolved over time with the use of different methodologies. Studies that used larger geographic frames and/or overall traffic in the vicinity of the home or school [49-52] or that used self-report of traffic intensity [53] found no association with asthma prevalence. Most recent child asthma studies have, instead, used increasingly narrow definitions of proximity to traffic, including air monitoring or modeling) and have focused on major highways instead of street traffic [54-59]. All of these studies have found statistically significant associations between the prevalence of asthma or wheezing and living very close to high volume vehicle roadways. Confounders considered included housing conditions (pests, pets, gas stoves, water damage), exposure to tobacco smoke, various measures of socioeconomic status (SES), age, sex, and atopy, albeit self-reported and not all in a single study.

Multiple studies have found girls to be at greater risk than boys for asthma resulting from highway exposure [55,57,60]. A recent study also reports elevated risk only for children who moved next to the highway before they were 2 years of age, suggesting that early childhood exposure may be key [57]. The combined evidence suggests that living within 100 meters of major highways is a risk factor, although smaller distances may also result in graded increases in risk. The neglect of wind direction and the absence of air monitoring from some studies are notable missing factors. Additionally, recent concerns have been raised that geocoding (attaching a physical location to addresses) could introduce bias due to inaccuracy in locations [61].

Studies that rely on general area monitoring of ambient pollution and assess regional pollution on a scale orders of magnitude greater than the near-roadway gradients have also found associations between traffic generated pollution (CO and NO_x) and prevalence of asthma [62] or hospital admission for asthma [63]. Lweguga-Mukasa et al. [64] monitored air up and down wind of a major motor vehicle bridge complex in Buffalo, NY and found that UFP were higher downwind, dropping off with distance. Their statistical models did not, however, support an association of UFP with asthma. A study in the San Francisco Bay Area measured PM_{2.5}, BC and NO_x over several months next to schools and found both higher pollution levels downwind from highways and a linear association of BC with asthma in long-term residents [60].

Gauderman et al. [65] measured NO₂ next to homes of 208 children. They found an odds ratio (OR) of 1.83 (confidence interval (CI): 1.04-3.22) for outdoor NO₂ (probably a surrogate for total highway pollution) and lifetime diagnosis of asthma. They also found a similar association with distance from residence to freeway. Self-report was used to control for numerous confounders, including tobacco smoke, SES, gas stoves, mildew, water damage, cockroaches and pets which did not substantially affect the association. Gauderman's study suggests that ambient air monitoring at the residence substantially increases statistical power to detect association of asthma with highway exposures.

retrospective case control studies of mortality, cross sectional studies or prospective studies that have end points short of mortality, such as biological markers of disease. For all health end points there is a need for studies that adequately address the possible confounding of SES with proximity to highways. There is good reason to think that property values decline near highways and that control for SES by, for example, income, may be inadequate.

Because of the incomplete development of the science regarding the health risks of near highway exposures and the high cost and implication of at least some possible changes in planning and development, policy decisions are complicated. The State of California has largely prohibited siting of schools within 500 feet of freeways (SB 352; approved by the governor October 2, 2003). Perhaps this is a viable model for other states or for national-level response. As it is the only such law of which we are aware, there may be other approaches that will be and should be tried. One limitation of the California approach is that it does nothing to address the population already exposed at schools currently cited near freeways and does not address residence near freeways.

Conclusion

The most susceptible (and overlooked) population in the US subject to serious health effects from air pollution may be those who live very near major regional transportation route, especially highways. Policies that have been technology based and regional in orientation do not efficiently address the very large exposure and health gradients suffered by these populations. This is problematic because even regions that EPA has deemed to be in regional PM "attainment" still include very large numbers of near highway residents who currently are not protected. There is a need for more research, but also a need to begin to explore policy options that would protect the exposed population.

Abbreviations

- UFP = ultra fine particles
- BC = black carbon
- NO₂ = nitrogen dioxide
- NO_x = oxides of nitrogen
- CO = carbon monoxide
- PM = particulate matter
- PM_{2.5} = particulate matter less than 2.5 um
- PM₁₀ = particulate matter less than 10 um
- PPAH = particle bound polyaromatic hydrocarbons
- EC = elemental carbon
- VOC = volatile organic compounds
- SO₂ = sulfur dioxide
- ACS = American Cancer Society
- SES = socioeconomic status
- EPA = Environmental Protection Agency
- OR = odds ratio
- FEV₁ = forced expiratory volume in 1 second
- FEV₁/FVC = ratio of FEV₁ and forced vital capacity
- FEV₂₅₋₇₅ = forced expiratory volume between 25 and 75
- FVC = forced vital capacity
- ug/m³ = micrograms per cubic meter of air
- m = meters
- um = micrometers
- veh/d = vehicles per day
- veh/h = vehicles per hour

Competing interests

The author(s) declare that they have no competing interests.

Authors' contributions

DB took the lead on the manuscript. He co-wrote the background and wrote the sections on asthma, lung function and cancer and the conclusions. JLD wrote the section on air pollutants near roadways and contributed substantially to the background. CR wrote the section on cardiovascular health. All authors participated in editing and refining the manuscript and all read it multiple times, including the final version.

Acknowledgements

Comments for the March 16 Rancho Cordova City Council
approval hearing for the RC Interchange Parkway

From Lonn Maier, resident of Gold River for 21 years, 25 years in the environmental permitting (CEQA) field.

Three areas of issue where the draft and final EIR fail to meet the standards that CEQA embody: 1) Insufficiency of the Alternatives Analysis; 2) the air emissions impacts of the projects are not qualified nor quantified as to its adverse health effects on families; and 3) the project is inconsistent with its own General Plan.

1) Insufficiency of the Alternatives Analysis

CEQA requires that an EIR contain a reasonable range of feasible alternatives that meet most or all project objectives while reducing or avoiding one or more significant effects of the project.

According to CEQA Guidelines Section 15126.6(f), the range of alternatives required in an EIR is governed by a "rule of reason" that requires an EIR to set forth only those alternatives necessary to permit a reasoned choice. The range of alternatives may include alternatives to the project *or its location* (emphasis added).

The EIR states:

"the Hazel Interchange Only/Hazel Avenue extension alternative is examined below. The alternative does not warrant detailed examination under CEQA standards because 1) it would not meet the purpose and need and basic project objectives, 2) it is infeasible, and 3) it would not avoid significant environmental impacts." That is not at all an accurate statement. It *would* meet the purpose and need and basic objectives, is *very feasible*, and would *avoid completely* the most serious environmental impact, that of toxic air contaminant emissions from an estimated 100,000 vehicles daily.

- a) Is not the need of the project to (as the project description states) to "address the existing operational deficiencies of U.S. Highway 50 and

adjacent arterial roadways as well as the anticipated future growth in the project vicinity?" Wherever traffic from the 53,000-home development planned by the City is directed on Highway 50 would meet the purpose and need of the basic project alternatives.

- b) How is it that a proposed interchange that is planned to be sited in a community's back yard determined to be feasible, yet an alternative to reroute the 6-lane arterial that would not have impacts on residents of a community is deemed "infeasible"? The parkway route can be routed entirely within the City's sphere of influence (See Attachment 1 map provided; the "Huge Community Impact Alternative vs. the "No Community impact Alternative.") The area south of Highway 50 is all commercial/industrial with no homes within a mile on the south side. On the north side at Hazel, the closest homes would be 1,000 feet away.
- c) Site the project at Hazel. Visual impacts would not be an issue. Construction impacts to a community would not exist. Air quality impacts to the community would be mitigated. Children could play in our parks without the fear of breathing air that does not meet federal or state standards as a result of this project.

The proposed project as the City is planning is within 50 feet of homes' back yards. Now *that is infeasible*. Not only infeasible, but it is impractical, illogical, irrational, and wrong. It is a *bad* deal.

- d) The Federal Highway Administration California Division Environmental Check list for Environmental Impact Statements states:

"Improvement(s) of existing highway(s) and alternatives on new location should be evaluated. A representative number of reasonable alternatives must be presented and evaluated in detail in the draft EIS (40 CFR 1502.14 (a)). For most major projects, there is a potential for a *large* number of reasonable alternatives."

The draft and final EIR have but *one project location alternative*—the

Tenderfoot meadow, which is located in the backyards of at least 50 Gold River families; add the homes across the street, and that's a hundred. Go a 1,000-foot radius, and it's hundreds of families impacted by the project.

Just because you've had your hearts set on this location for the last 30 years doesn't mean it's the environmentally sound one. It's not. It is *not* where the City of Rancho Cordova is going to build it. It's a bad deal.

- 2) The draft and final EIR do not qualify nor quantify the most severe impacts of this project, and that is the impacts of some portion of the projected **25,000 tons** of emissions that will be generated every year from mobile emissions sources (that does not include stationary emissions sources) (P. 6 Air Quality Element).

- a) In the final EIR Section 2.2.5.1 reads:

"The USEPA has assessed this expansive list in its latest rule on the control of Hazardous Air Pollutants from Mobile Sources (Federal Register, Vol. 72, No. 37, page 8430, February 26, 2007) and identified a group of 93 compounds emitted from mobile sources that are listed in its Integrated Risk Information System (<http://www.epa.gov/ncea/iris/index.html>). In addition, the USEPA identified seven compounds with substantial contributions from mobile sources that are among the national and regional-scale cancer risk drivers from its 1999 National Air Toxics Assessment (<http://www.epa.gov/ttn/atw/nata1999/>). These are acrolein, benzene, 1,3-butadiene, diesel particulate matter plus diesel exhaust, organic gases (diesel PM), formaldehyde, naphthalene, and polycyclic organic matter." See Attachment 2 for a list of the air emission compounds and their known health effects.

What were the modeling results of these Toxic Air Contaminants?
Who knows, since there was no effort to qualify or quantify how

many tons of carcinogens might be generated by the project. And isn't that the sole purpose of CEQA—to inform the public and decision makers about the potentially significant impacts of the project? The draft and final EIR fail completely in that regard.

Here is how the draft and final EIRs address this crucial health issue that has the potential to affect hundreds of residents:

“Air toxics analysis is a continuing area of research. Although much work has been done to assess the overall health risk of air toxics, many questions remain unanswered. In particular, the tools and techniques for assessing project-specific health outcomes as a result of lifetime MSAT exposure remain limited. These limitations impede the ability to evaluate... the potential health risks.”

Well here are some recent developments to think about.

- i) SB 25, the Children's Environmental Health Protection Act was passed to protect our children's health. Foremost in that effort was identification, evaluation and control of toxic air contaminants, developing risk assessments, guidelines and risk reduction.
- ii) A related document, the *Air Quality and Land Use Handbook: A Community Health Perspective* was issued in 2005, issued by the chairman of the California Air Resources Board. It is a toxics emissions prevention guide to keep families safe. The chairman emphasizes the responsibility of *local government* in siting facilities to ensure the public is safe from the hazards of toxic emissions. They state that the closer you are to an emissions source, the more likely you will have a serious health malady. Proximity is the key. And, at the top of their list is—high traffic freeways. Their recommendation: “Avoid siting...land uses within 500 feet of a freeway...with 100,000 vehicles per day.”

- iii) The National Center for Biotechnology Information reports a study done that correlates traffic air pollution with childhood leukemia.
- iv) Michael Kleinman (UC Irvine) has been researching the impacts of living near and downwind of heavy traffic areas is strongly associated with respiratory diseases (personal communication, 2008).
- v) Lancet (British medical journal) reported in 2007 that children living near freeways have slower lung development.
- vi) USC research in 2005 details that children that live close to freeways have a greater risk for asthma.
- vii) USC's Keck School of Medicine reported in 2010 that traffic pollution can advance artery disease.
- viii) Keck School of Medicine also reports that proximity to freeways is strongly associated with autism.
- ix) Another study from USC shows that people living near freeways are exposed to 30 times the concentration of dangerous air-borne particles if living within downwind of the freeway.
- x) The City of Chino CA does not allow homes 1000 feet near freeways.
- xi) A CARB-funded study shows a relationship between freeways exhaust and cardiovascular disease.
- xii) Environmental Health reports that those living near freeways sustain cardiac and pulmonary mortality.
- xiii) Other studies show living within 1500 feet of a freeway result in adverse health effects.
- xiv) Sacramento's own SMAQMD (Larry Greene) states in the Land Use and Air Quality Guidelines that "for projects located adjacent to freeways, local jurisdictions should consider siting non-residential uses in the parts of the project closest to the freeway, *minimizing impacts on residential development.*" Local AQMDs can sometimes take a mild interest in the significant impacts identified by researchers. Although Oakland's Lakeview

Elementary School is 50 feet from I-580, no AQMD action was taken. A subsequent USC study showed a serious risk to children in sustaining permanent respiratory damage.

- xv) The Sierra Club has amassed a compilation of 24 peer-reviewed studies that document health hazards caused by pollution from vehicle exhaust in a document entitled Highway Health Hazards.
- xvi) Even though the SMAQMD recommended in the draft EIR that a health risk assessment be prepared to document near-roadway health risks, the City has opted to not provide that information. SMAQMD also recommended a full air quality modeling in the final EIR. This was ignored by the City. The City also objected to a mitigation fee of \$503,000 for construction air impacts, concluding that paying the fee was not reasonable or feasible.

3) The project is inconsistent with the City's own General Plan (GP).

The Vision Statement of the City's Air Quality Element reads: "Rancho Cordova will achieve cleaner skies, visible scenic corridors, a healthy community, and improved air quality."

- a) The City's GP Goal AQ 2 reads "Support land use patterns and densities that lessen air quality impacts." This project as proposed does not conform to this goal.
- b) The City's GP Goal AQ 3 says in part "Support...a circulation system (meaning traffic) that reduces vehicle trips and emissions." This project does certainly not conform to this goal.
- c) The City's GP Goal AQ 2.4.1 commits to "Provide buffers and setbacks between sensitive land uses and sources of air pollution." The planning so far for this project does not even hint at protecting the lives of families living within the range of sustaining adverse health

effects of this project.

4) Recommendations

To put the lives of children and their families at risk by exposing them to a host of toxic air emissions is at best, irrational; at worst, unconscionable.

To construct and operate a project that would have a profound and irreversible impact on families that reside in Gold River is inconceivable, given the host of health issues university researchers have identified. Since that impact is not quantified in the EIR, it's unknown how many lives will be forever affected. Maybe it's our neighbor's three teen-age children that live adjacent to the Tenderfoot meadow. Maybe it's our longtime neighbors whose daughter and son and two young children that live 200 feet from the project. Maybe it will be a handful of children who play soccer and basketball at Prospect Hill Park that attracts thousands of children annually. Who know how many lives will be affected forever because of this project.

My recommendation is to go back to the drawing board, relocate the project at Hazel, and discover that many of the unavoidable impacts raised in the EIR will no longer be impacts.

Lonn Maier

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AGENDA ITEM 14.1

4.2 AIR QUALITY

Table 4.2-2
Health Effects of Major Criteria Pollutants

Pollutants	Sources	Primary Effects
Carbon Monoxide (CO)	- Incomplete combustion of fuels and other carbon-containing substances, such as motor exhaust. - Natural events, such as decomposition of organic matter.	- Reduced tolerance for exercise. - Impairment of mental function. - Impairment of fetal development. - Death at high levels of exposure. - Aggravation of some heart diseases (angina).
Nitrogen Dioxide (NO ₂)	- Motor vehicle exhaust. - High temperature stationary combustion. - Atmospheric reactions.	- Aggravation of respiratory illness. - Reduced visibility. - Reduced plant growth. - Formation of acid rain.
Ozone (O ₃)	Atmospheric reaction of organic gases with nitrogen oxides in sunlight.	- Aggravation of respiratory and cardiovascular diseases. - Irritation of eyes. - Impairment of cardiopulmonary function. - Plant leaf injury.
Lead (Pb)	Contaminated soil.	- Impairment of blood function and nerve conduction. - Behavioral and hearing problems in children.
Fine Particulate Matter (PM-10)	- Stationary combustion of solid fuels. - Construction activities. - Industrial processes. - Atmospheric chemical reactions.	- Reduced lung function. - Aggravation of the effects of gaseous pollutants. - Aggravation of respiratory and cardio respiratory diseases. - Increased cough and chest discomfort. - Soiling. - Reduced visibility.
Fine Particulate Matter (PM-2.5)	- Fuel combustion in motor vehicles, equipment, and industrial sources. - Residential and agricultural burning. - Industrial processes. - Also, formed from photochemical reactions of other pollutants, including NO_x, sulfur oxides, and organics.	- Increases respiratory disease. - Lung damage. - Cancer and premature death. - Reduces visibility and results in surface soiling.
Sulfur Dioxide (SO ₂)	- Combustion of sulfur-containing fossil fuels. - Smelting of sulfur-bearing metal ores. - Industrial processes.	- Aggravation of respiratory diseases (asthma, emphysema). - Reduced lung function. - Irritation of eyes. - Reduced visibility. - Plant injury. - Deterioration of metals, textiles, leather, finishes, coatings, etc.

Source: California Air Resources Board, 2002.

Attachment 2. The Toxic Air Contaminant emissions from vehicles that will result from construction of the Rancho Cordova Interchange Project.

Rancho Cordova Parkway Interchange

**Environmental Document Certification
and Selection of Preferred Alternative**

March 16, 2015

Discussion Topics

- Project Background and History
- Project Purpose and Description
- Description of Preferred Alternative
- Environmental Review
 - Study Process
 - Project Impacts
 - Key Project Issues

Project Background and History

- The area has long been envisioned as an important residential, recreational and commercial center
- 1988, Gold River General Development Plan dedicated ROW for “Interchange Study Area”
- 1992, Gold River Unit 17 Subdivision Plan (Natomas Land Co.) dedicated Lot C to the county for the site of the future interchange

Background (Continued)

- 1993, The interchange was adopted into the County General Plan
- 2001, Sunrise Douglas Community Plan Final EIR, mitigation TC-28 called for project
- May 21, 2003, Cordova Community Plan Adopted by the County Board called out need
- 2006, Adopted in City's General Plan
- Included in SACOG MTP/SCS and MTIP

Sub-regional Integration

- 50 Mobility Partnership, identified as a near-term project
- Caltrans, Corridor System Management Plan, includes project, and calls for Auxiliary lanes from Sunrise Boulevard to Scott Road
- Capital SouthEast Connector relies on completion of the interchange

50 Mobility Partnership Projects

- **Light Rail Improvements** (Gold Line to Folsom)
- **BRT/Express Bus** (Sunrise LRT, Citrus, Sunrise)
- **Hazel Avenue** (modify U.S. 50 interchange, 4 lane extension to Easton Valley Parkway)
- **US 50 Auxiliary Lanes** (Sunrise Blvd. to Scott Rd.)
- **Rancho Cordova Parkway** (new U.S. 50 interchange, 4 lanes to White Rock Rd.)
- **Easton Valley Parkway**
- **White Rock Road** (Sunrise Blvd. to Silva Valley)
- **International Drive** (Kilgore Rd. to Sunrise)
- **Zinfandel Blvd. Extension** (to Douglas Rd.)
- **Douglas Rd.** (Zinfandel Dr. to Sunrise Blvd.)

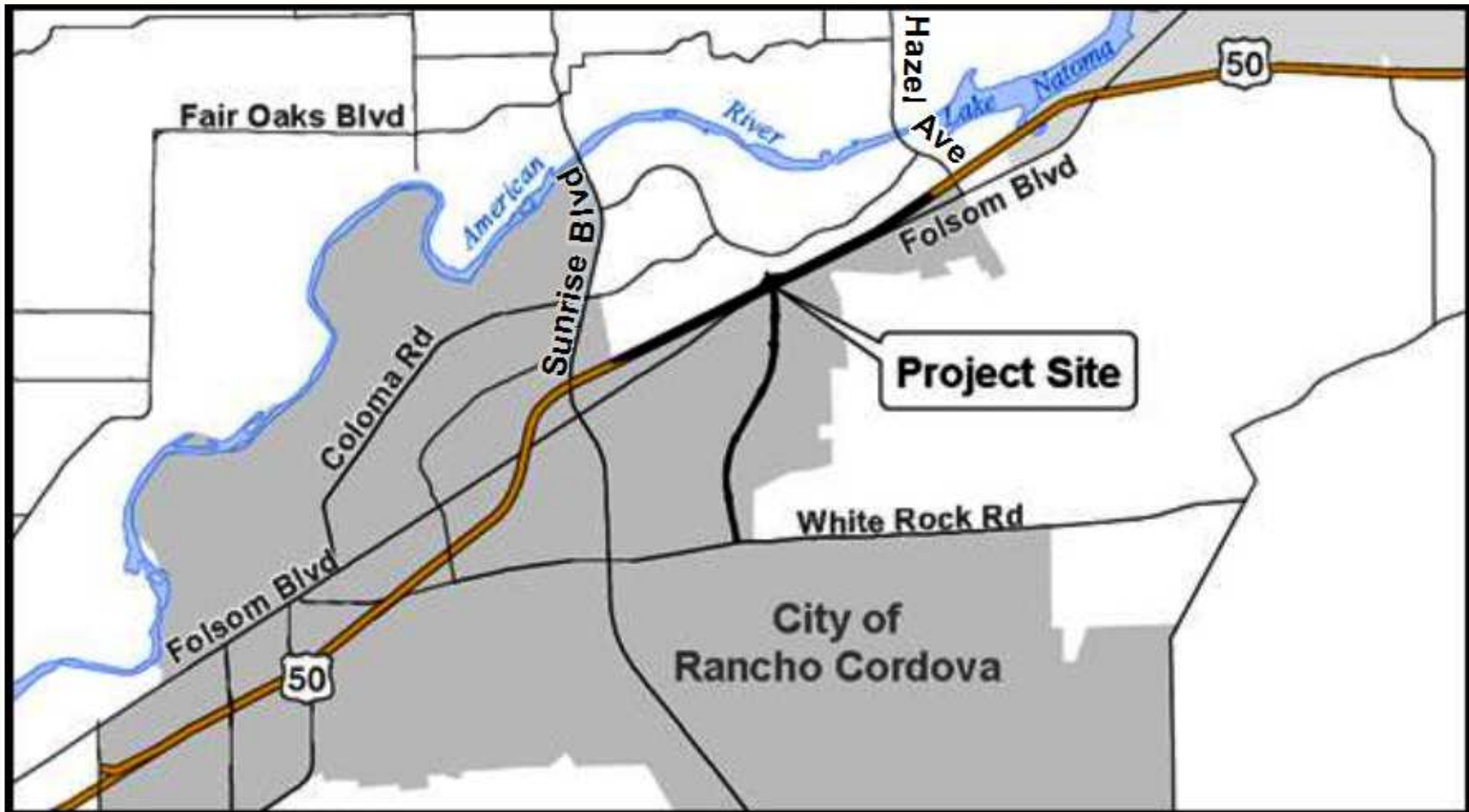
Project Purpose

- Relieve Congestion, Improve Operations on US 50, Sunrise Boulevard & other roads
- Maintain level of service on US 50 and existing interchanges
- Provide new access to US 50 for planned developments
- Improve emergency access and provide access to transit, park and rides etc.

RANCHO CORDOVA PARKWAY



Project Location



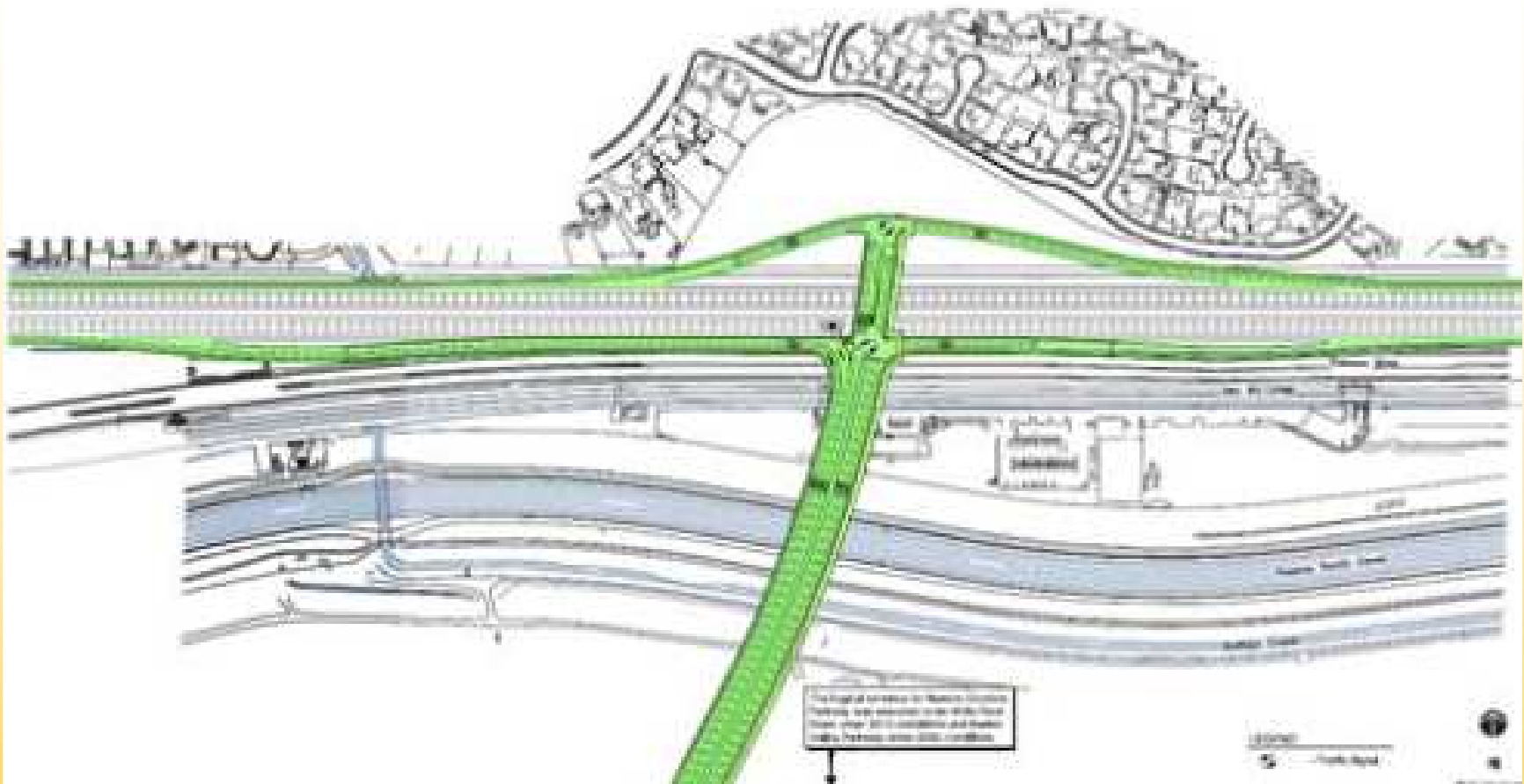
Concurrent Projects

- At-grade extension of Hazel Avenue south to Easton Valley Parkway
- Construction of Easton Valley Parkway from Rancho Cordova Parkway to Hazel Avenue
- Construction of eastbound auxiliary lane on US 50 from Hazel Avenue through Folsom Boulevard interchange.

Alternatives Considered

- Eight design options in Tenderfoot Meadow, *including the preferred alternative*
- RCP alignment option in Westborough
- No-Build and other Alts:
 - TSM, Capital SE Connector, Expansion of Existing Arterials, T-intersection at Folsom Boulevard, Light Rail Extension, Alternative Site Analyses

Preferred Alternative







ENVIRONMENTAL VISION



Outreach

- Public Meetings:
 - July 27, 2005
 - June 7, 2007
- Draft EIR/EA Public Hearing
 - May 14, 2014
- Final EIR/EA Public Hearing
 - March 16, 2015

Community Advisory Committee

- Staff, consultants, property owners, community organizations, community members
- Six meetings 2007/2008, 7th meeting 2011
- Issues discussed:
 - Removal of Bike Trail
 - Landscaping in Tenderfoot Meadow to improve air quality and provide visual screening

Environmental Review

- CEQA, Environmental Impact Report
- NEPA, Environmental Assessment
- City is the project proponent
- FHWA, Responsible for NEPA Environmental Review, delegated to Caltrans
 - NOP, September 9, 2005
 - Draft EIR/EA Circulation, April 10, 2014
 - Final EIR/EA, March 6, 2015

Key Project Issues

- Adequate Consideration of Alternatives
- Bicycle - Pedestrian Connection to Gold River
- Air Quality Concerns
- Noise Concerns
- Visual Impact Concerns
- Age of Technical Studies

Adequate Consideration of Alternatives

Expressed concerns

- Alternatives considered were design variations
- No alternative provided that would avoid impacts to Gold River
- Need to evaluate the extension of Hazel Avenue to White Rock Road
- Was a reasonable range of alternatives was provided

Adequate Consideration of Alternatives

Response

- 16 alternatives evaluated
- Alternatives rejected because:
 - They fail to meet the purpose and need, and objectives
 - Infeasibility
 - Inability to avoid significant environmental impacts

Adequate Consideration of Alternatives

Response

- Hazel Avenue Extension South to White Rock Road
- The following issues were identified:
 - Would have significant environmental impacts
 - Would impact safety and security of GenCorp campus
 - Would impact GenCorp operations
 - Would result in loss of jobs

Bicycle-Pedestrian Connection to Gold River

- The bike/ped connection was removed from the Draft EIR/EA
- Comments were received that some texts and figures still showed the connection
- The bike/ped trail was fully removed from the document
- The preferred alternative recommended for approval by City Council will not build the bike connection in the Tenderfoot Meadow

Air Quality

Expressed concern

- The project will expose residents to air pollutants

Response

- There are two general areas of evaluation in the Air Quality analysis
 1. *Operations emissions* – those emissions that will occur once the project is open to traffic
 2. *Construction emissions* – emissions relating to construction activity

Air Quality - Operations Emissions

- There were no long term operations impacts found
- The emissions from the project are below thresholds established by regulatory agencies
- The project provides air quality benefit by improving traffic flow

Air Quality–Toxic Air Contaminants

- Toxic air contaminants – emissions relating primarily to diesel particulate matter
- The project is not a project of air quality concern according to the following agencies.
 - SACOG, SMAQMD, USEPA, CARB, Caltrans, FHWA
- The project does not trigger the need for an Health Risk Assessment
- A sharp decline in diesel related emissions expected due to adopted regulations

Air Quality - Construction Emissions

- Toxic air contaminants – Temporary exposure during the 15 months of construction
- Project will mitigate through use of:
 - construction equipment that meets Tier 3 emission standards
 - Minimize idling time
 - Dust Control measures
 - The payment of an impact fee to SMAQMD for air quality improvement programs

Noise

Expressed concerns

- Increased noise levels during construction
- Increased noise levels during operation
 - Request for 16 -foot noise wall between Sunrise Boulevard and Hazel Avenue
 - Value of acoustic shielding from proposed elevated westbound ramps questioned

Operations Noise

Response

- The project includes an 8 ft. high sound wall that will tie into existing sound walls
- When the project is built the noise level will be equal or less than existing conditions.
- The noise analysis follows Caltrans and industry guidelines and best practices.
- The 16 ft. high sound wall was evaluated for noise reduction and determined not to be reasonable and feasible

Construction Noise

Response

- Construction noise impacts are significant and unavoidable. The project will employ the following measures to reduce those impacts
 - Conforming to Caltrans noise requirements
 - Ground vibration attenuation from construction
 - Installing mufflers on construction equipment
 - Locating staging areas away from residents
 - Limiting idling
 - Limiting hours of construction when work is within 100 feet of homes

Visual Impacts



Visual Impacts



Visual Impact Mitigation Measures

- Planting of new trees and landscaping
- Shielding of overhead lighting structures
- Aesthetic treatments on sound wall
- Gradual slope contours
- Continuing work with community in the final design process

Significant and Unavoidable Impacts

- Exceedance of SMAQD thresholds for NO_x and temporary exposure to Toxic Air Contaminants during construction activities
- Level of Service “F” on EB ramps in 2037
- Visual impacts due to tree and other mature vegetation removal and night time spillover lighting
- Noise impacts during construction
- Cumulative loss of native tree species

Requested Council Actions

- Adopt Resolution 28-2015 Certifying the Rancho Cordova Parkway Interchange Project Final EIR
- Adopt Resolution 29-2015 Approving the Rancho Cordova Parkway Interchange Project and Alternative 3 as the preferred design alternative.

EIR Certification

- Certify Draft EIR and Final EIR (including response to comments received on the Draft EIR)
- Make findings regarding the environmental effects of the project
- Adopt the Statement of Overriding Considerations
- Adopt the Mitigation Monitoring and Reporting Program

Discussion



Proposed Freeway Interchange Devastates Gold River Neighborhoods

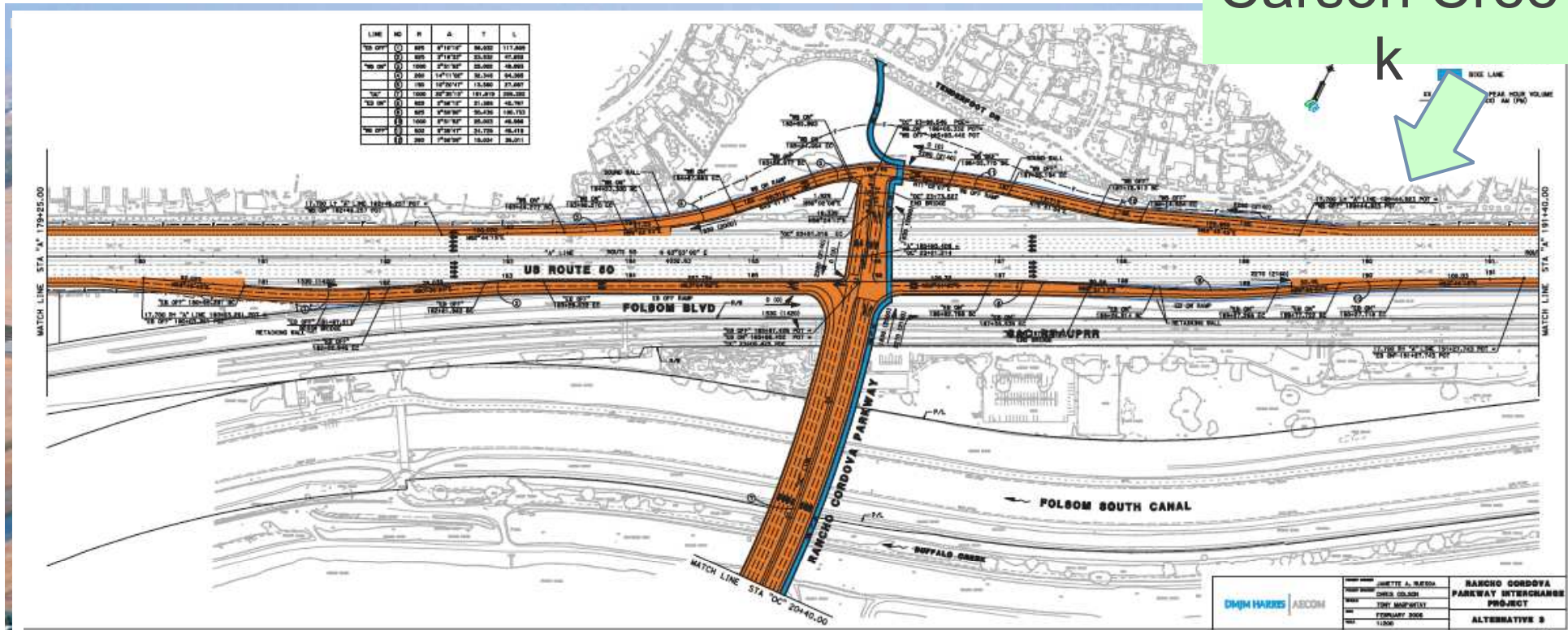
An enormous 39 foot overpass intrudes
into existing Gold River neighborhoods

The Environmental Impact Review is
totally inadequate



Carson Creek

k



What the project does

1. The city proposes to devastate existing neighborhoods miles from the project to benefit developers by widening the freeway into backyards.
2. This project will affect every Home in Carson Creek with noise and toxic air.

This project simply shifts impacts out of the city limits to county residents who have no voice. There is no mitigation of the impacts.

Carson Creek



Solutions

1. Move the all the proposed lanes to the south side of the freeway or;
2. Reduce size of the development from 8214 to 6500 homes, eliminating need for interchange.

1. This is essentially rethinking the discarded alternative #8. Using this alternative would keep the impacts close to development.
2. pg. 14 Community Impacts Memo

EIR Flaws

Lack of Mitigation

No air toxics analysis was conducted so vehicle emission impacts to nearby residents are not quantified.

Data used for air quality and noise analyses was not recent, but from 2004 and 2006. These need to be updated.

Collected noise data used for analysis was taken at wrong time of day. Only one station operated for 24 hours, the remaining stations were only there for 15 minutes.

Proposed sound walls are neither tall enough nor long enough to reduce the additional freeway noise.

Visual analysis conducted was only from street level. No simulation of the effects were produced. Serious light pollution was not mitigated.

No visual simulations were produced for the project at night or from adjacent homes.

These flaws and lack of mitigation must be addressed prior to adoption of this review



How would like this in your neighborhood?



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