CITY OF RANCHO CORDOVA

CITY COUNCIL MEETING
Monday, August 5, 2024

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

How to Observe or Listen to the Meeting:

- Online via Zoom: https://cityofranchocordova.zoom.us/j/81630466928
  Webinar ID: 816 3046 6928
- By phone: +1 669 900 6833 or +1 253 215 8782
  Webinar ID: 816 3046 6928

Public Comment

Members of the public who wish to address the City Council may do so in person during the meeting by completing and submitting a Speaker Card to the City Clerk.

Members of the public who wish to provide public comment via email will need to submit comments to CityClerk@cityofranchocordova.org no later than 2:00 p.m. on Monday, August 5, 2024. Written comments received no later than 2:00 p.m. will be distributed to the Council, filed in the record, and will not be read aloud. All comments submitted later than 2:00 p.m. will be distributed to the Council.

If you have questions related to the City Council Meeting, please contact the City Clerk's Office at (916) 851-8720 before Monday, August 5, 2024, at 2:00 p.m.

AGENDA

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Council Members Linda Budge, Garrett Gatewood, Siri Pulipati, Donald Terry, and Mayor

David Sander

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

There will be a moment of silence in lieu of an invocation.

5. PRESENTATIONS

5.1. Employee Milestone Anniversary Presentations.

5.2. Proclamation to Soroptimist International of Rancho Cordova & Gold River on the Occasion of its 15th Anniversary.

6. PUBLIC COMMENT

Members of the public wishing to address the Council for any matter not on the agenda may do so at this time via teleconference or by completing and submitting a Speaker Card to the City Clerk.

For items on the agenda, speakers will be called 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 item not on the agenda 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.

7. COUNCIL REPORTS

8. CITY MANAGER'S REPORT

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of July 15, 2024.
Recommendation: Adopt the minutes.

9.2. **Subject:** A Resolution Declaring the City's Intention to Impose an Annual Stormwater Utility Fee for the Maintenance of Storm Drainage and Flood Protection Systems for The Preserve Project.
Recommendation: Adopt the Resolution designating a time and place for hearing protests in connection with the annual Stormwater Utility Fee for The Preserve project.

9.3. **Subject:** A Resolution Authorizing the City Manager to Approve the Final Map of The Preserve – Phase 1, Subdivision No. FM-23-0038 and Execute Subdivision Improvement Agreement Contract No. 2024-81 with Lennar Homes of California, LLC.
Recommendation: Adopt the Resolution.

9.4. **Subject:** A Resolution Authorizing the City Manager to Approve the Final Map of Sunridge Village 4, Subdivision No. FM-23-0036 and Execute Subdivision Improvement Agreement Contract No. 2024-54 with Cresleigh Homes Corporation.
Recommendation: Adopt the Resolution.

9.5. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-110 with Infinity Technologies to Provide Geographic Information System (GIS) Consulting Services in an Amount not to Exceed $1,289,580.
Recommendation: Adopt the Resolution.

9.6. **Subject:** A Resolution Authorizing the City Manager to Execute General Services Contract Amendment No. 2020-175-5 in an Amount not to Exceed $464,000 with Ethan Fleener Construction for Funding the Residential Beautification Program.
Recommendation: Adopt the Resolution.

9.7. **Subject:** A Resolution Authorizing the City Manager to Execute General Service Contract Amendment No. 2022-93-2 in an Amount not to Exceed $400,000 with Excel Landscaping for funding the Residential Beautification Program.
Recommendation: Adopt the Resolution.

9.8. **Subject:** A Resolution Authorizing the City Manager to Approve the Final Map of The Ranch Village 11, Subdivision No. FM-2021-002-10 and Execute Subdivision Improvement Agreement Contract No. 2024-101 with K. Hovnanian at Jaeger Ranch, LLC.
Recommendation: Adopt the Resolution.

9.9. **Subject:** A Resolution Authorizing the City Manager to Approve the Final Map of The Ranch Village 12-2, Subdivision No. FM-2021-002-15 and Execute Subdivision Improvement Agreement Contract No. 2024-102 with K. Hovnanian at Jaeger Ranch, LLC.
Recommendation: Adopt the Resolution.

9.10. **Subject:** A Resolution Authorizing the City Manager to Approve the Final Map of The Ranch Village 15-2 and 18, Subdivision No. FM-2021-002-17 and Execute Subdivision Improvement Agreement No. 2024-103 with K. Hovnanian at Jaeger Ranch, LLC.
Recommendation: Adopt the Resolution.

9.11. **Subject:** A Resolution Authorizing the City Manager to Approve the Final Map of The Ranch Village 21-2 & 22, Subdivision No. FM-2021-002-16 and Execute Subdivision Improvement Agreement Contract No. 2024-104 with K. Hovnanian at Jaeger Ranch, LLC.
Recommendation: Adopt the Resolution.

9.12. **Subject:** A Resolution Accepting a Grant from the State of California Department of Alcoholic Beverage Control (ABC) in the Amount of $78,042 and Authorizing the City Manager or his Designee to Execute a Grant Agreement.
Recommendation: Adopt the Resolution.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

10.1. **Subject:** A Resolution Creating Special Tax Area Zone 34 and an Ordinance Establishing a Special Tax for Transit-Related Services for The Preserve Project.
Recommendation: Adopt the Resolution creating special transit tax area Zone 34 and waive the first reading and introduce the Ordinance establishing a special tax for transit-related services for The Preserve project.

10.2. **Subject:** A Resolution Adopting a Mitigated Negative Declaration, Environmental Findings and Mitigation Monitoring and Reporting Program for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project.
Recommendation: Adopt the Resolution.

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

12.1. **Subject:** Zinfandel Drive Bicycle and Pedestrian Overcrossing Art Walk Presentation.
Recommendation: Receive staff presentation on the proposed Zinfandel Drive Bicycle and Pedestrian Overcrossing Art Walk, provide direction and approve the proposed Art Plan.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURNMENT

ADDITIONAL INFORMATION

Special Meetings listed below are subject to change/cancellation without further notice.

Unless the Council adopts a motion to extend the meeting, any item that is not initiated before 11:00 p.m. will be continued to the next day at 5:30 p.m. 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.

UPCOMING MEETINGS

August 27, 2024	5:30 PM Special Meeting/Work Session
September 3, 2024	4:00 PM Special Meeting/5:30 PM Regular Meeting
September 16, 2024	5:30 PM Regular Meeting
September 24, 2024	5:30 PM Special Meeting/Work Session
October 7, 2024	4:00 PM Special Meeting/5:30 PM Regular Meeting
October 21, 2024	5:30 PM Regular Meeting
October 29, 2024	5:30 PM Special Meeting/Work Session
November 4, 2024	4:00 PM Special Meeting/5:30 PM Regular Meeting

If you have any technical questions related to the agenda items, please contact City Hall at (916) 851-8700.

The Rancho Cordova City Council meeting will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast and AT&T U-Verse Systems. Closed Captioning will be available on the playback cablecast. 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.

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, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the August 5, 2024, Regular Meeting of the Rancho Cordova City Council was posted and available for review on August 1, 2024, 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 August 1, 2024, at Rancho Cordova, California.

Stacy Leitner

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

CITY COUNCIL MEETING
Monday, July 15, 2024

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

City Hall
2729 Prospect Park Drive, Rancho Cordova, 95670

Fairfield Inn & Suites Milwaukee North - Lobby
7035 N Port Washington Road, Milwaukee, WI 53217
No attendance from this location

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Vice Mayor Pulipati called the Regular meeting to order in the David B. Roberts Council Chambers at 5:35 p.m.

Council Members Present: Linda Budge, Garrett Gatewood, Donald Terry, and Vice Mayor Siri Pulipati

Council Members Absent: Mayor David Sander

Staff Members Present: Stacy Leitner, Adam Lindgren, Persephonie Riley, and Micah Runner

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

3. PLEDGE OF ALLEGIANCE

Jennifer Laret led the pledge.

4. INVOCATION

Ruby Smallwood with the Law Enforcement Chaplaincy gave the invocation.

5. PRESENTATIONS

5.1. Spring Service Day Presentation

6. PUBLIC COMMENT

Vice Mayor Pulipati opened the public comment period. The following individuals addressed the Council or submitted public comment via email:

1. Sarah Alzanoon
2. Jessa Rego
3. Lisa Matta
4. Naomi Bhagtana-Ennis
5. Elena Trukhan
6. Stan McNicol
7. Mark Matta

Vice Mayor Pulipati closed the public comment period.

7. COUNCIL REPORTS

The City Clerk read the meetings recordings and playback schedule.

8. CITY MANAGER'S REPORT

City Manager Micah Runner gave his report.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

Vice Mayor Pulipati opened the public comment period. Seeing no speakers, Vice Mayor Pulipati closed the public comment period.

ACTION: Motion to approve items 9.1 through 9.4 by Terry second by Gatewood; Motion passed with a 4:0 vote.
AYES: Budge, Gatewood, Terry, and Pulipati
NOES: None
ABSENT: Sander
ABSTAIN: None

9.1. **Subject:** Meeting Minutes from the Special City Council Meeting of June 25, 2024, and the Regular City Council Meeting of July 1, 2024.
Recommendation: Adopt the minutes.

9.2. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-109 in an Amount not to Exceed $3,337,600.89 with Central Valley Engineering & Asphalt, Inc. to Construct Phase 1 of the Countryside Neighborhood Street Rehabilitation Project.
Recommendation: Adopt the Resolution.

9.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-105 in an Amount not to Exceed $224,395.75 with Central Valley Engineering & Asphalt, Inc. to Construct the Neighborhood Traffic Management Program Phase 6 Project.
Recommendation: Adopt the Resolution.

9.4. **Subject:** A Resolution Amending the 2024 Rancho Cordova City Council Meeting Schedule.
Recommendation: Adopt the Resolution.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

Vice Mayor Pulipati opened the public comment period. Seeing no speakers, Vice Mayor Pulipati closed the public comment period.

ACTION: Motion to approve item 10.1 by Budge second by Gatewood; Motion passed with a 4:0 vote.
AYES: Budge, Gatewood, Terry, and Pulipati
NOES: None
ABSENT: Sander
ABSTAIN: None

10.1. **Subject:** A Resolution Authorizing Delinquent Residential Solid Waste Service Charges to be Collected on the 2024-2025 Property Tax Roll.
Recommendation: Adopt the Resolution.

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

12.1. **Subject:** Update Regarding 4th of July Fireworks.
Recommendation: Receive information.

Vice Mayor Pulipati opened the public comment period. Seeing no speakers, Vice Mayor Pulipati closed the public comment period.

ACTION: Input was received regarding the Update Regarding 4th of July Fireworks.

12.2. **Subject:** Rancho Cordova Police Department Update.
Recommendation: Receive information.

Vice Mayor Pulipati opened the public comment period. Seeing no speakers, Vice Mayor Pulipati closed the public comment period.

ACTION: Input was received regarding the Rancho Cordova Police Department Update.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

1. Discussion Regarding Revisiting the Food Truck Ordinance.

14. ADJOURNMENT

Vice Mayor Pulipati adjourned the meeting at 7:41 p.m.

_____
Stacy Leitner, CMC
City Clerk

MEMORANDUM

ITEM 9.2.

DATE: August 5, 2024

TO: Honorable Mayor and Council Members

FROM: Dalia Fadl, Principal Engineer

SUBJECT: **A RESOLUTION DECLARING THE CITY'S INTENTION TO IMPOSE AN ANNUAL STORMWATER UTILITY FEE FOR THE MAINTENANCE OF STORM DRAINAGE AND FLOOD PROTECTION SYSTEMS FOR THE PRESERVE PROJECT**

RECOMMENDATION

Adopt the Resolution designating a time and place for hearing protests in connection with the annual Stormwater Utility Fee for The Preserve project.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would declare the Council's intention to impose an annual Stormwater Utility Fee for the maintenance of the storm drainage and flood protection system in The Preserve project.

BACKGROUND

The Council previously approved The Preserve project with a condition of approval which requires that the property owner fund operation and maintenance of the storm drainage system. This condition will be satisfied by participation in the City's Stormwater Utility Fee for storm drainage and flood protection services, which is the subject of this action.

Previously, projects were required to annex to the County's Stormwater Utility. Since the City has taken over drainage maintenance and operations services from the County, it was necessary to establish the Stormwater Utility District to fund drainage services to ensure compliance with new State and Federal laws and regulations. The Stormwater Utility Fee was established on September 2, 2014, by Ordinance No. 7-2014.

DISCUSSION

The property owners have submitted a petition and waiver for the City to institute the proceedings to impose the Stormwater Utility Fee (Attachment 5). The Preserve project is being annexed into the Enhanced Stormwater Utility Fee, which includes maintenance of low impact development (LID) measures located in the City's right of way or City-owned parcels (see Attachment 3). The maintenance services to be funded include the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of the storm drain and flood protection improvements, as well as LID features as described below.

Because of the unique challenges of maintaining low impact development features for residential subdivisions, the City developed a ***Rate Analysis Report for Low Impact Development Stormwater Utility Fee- SWUII w LID (Rate Analysis Report)***, which allows new residential subdivisions to enroll in the enhanced stormwater utility district and allow the City to collect enough funding to maintain the proposed low impact development features for the project. These low impact development features to be maintained by the City shall be located in publicly-owned or accessible parcels. The ***Rate Analysis Report*** calculated the Fiscal Year 2024-2025 maximum annual Stormwater Utility Fee (wtih LID maintenance) amount for each parcel proportionate to the estimated Stormwater runoff for each parcel. The maximum annual fee increases each subsequent Fiscal Year by the annual change in the Consumer Price Index, during the preceding year, for all urban consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics. A sample of the Stormwater Utility Fees for Fiscal Year 2024-2025 is provided in Attachment 4. As part of tonight's action, the Council will adopt the Rate Analysis Report as provided in Attachment 6, In accordance with Article XIII D, the “Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Proposed Stormwater Utility Fee” as set forth in Attachment 2 and incorporated herein by reference (the “Procedures”).

The Resolution, Attachment 1, sets the public hearing at 5:30 p.m., or as soon thereafter as possible, on September 3, 2024, as the time and date for a hearing on the matters set forth therein and directs the City Clerk to give notice of the public hearing. Notice of the Public Hearing will be published in the Grapevine Independent as required by law.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the City's General Fund. The annual Stormwater Utility Fees collected are deposited into an enterprise fund specifically for the maintenance of the storm drainage and flood protection system.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution
3. Annexation Boundary Map
4. Stormwater Utility Fee- Rate Sheet FY24-25 - The Preserve
5. Petition With Waivers
6. Rate Analysis Report

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DESIGNATING A TIME AND PLACE FOR HEARING PROTESTS IN CONNECTION WITH THE ANNUAL STORMWATER UTILITY FEE FOR THE PRESERVE PROJECT

WHEREAS, the Stormwater Utility Fee was established on September 2, 2014, by Ordinance No. 7-2014 to fund services and facilities furnished by the City in connection with its storm drain system. This fee covers operation and maintenance of all City-owned drainage facilities. The Proposed Stormwater Utility Fee may be billed through the County Utility Billing Service (CUBS) as part of the consolidated utility bill or may be collected on the County of Sacramento tax roll, commencing in Fiscal Year 2024-2025, in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City in the manner prescribed by Sections 5471 et seq. of the California Health and Safety Code; and

WHEREAS, this Council has caused to be prepared a written report entitled, "**Rate Analysis Report for Low Impact Development Stormwater Utility Fee- SWUII w LID**", dated March 2024, (the "*Rate Analysis Report*") prepared by Harris & Associates and filed with the City Clerk containing a description of each parcel of real property within the City to which the Proposed Enhanced Stormwater Utility Fee with Low Impact Development (LID) is applicable collectively (the "Identified Parcels") and the amount of the Proposed Enhanced Stormwater Utility Fee for each such Identified Parcel for Fiscal Year 2024-25. This fee covers the operation and maintenance of all City-owned drainage facilities, in addition to LID facilities located in the City's right of way or City-owned parcels. The *Rate Analysis Report* is on file in the office of the City Clerk and is available for public inspection; and

WHEREAS, Article XIII D of the California Constitution and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750, et seq.) (the "Implementation Act") imposes certain procedural and substantive requirements relating to the imposition of property-related fees and charges (as defined in Article XIII D), such as the Proposed Stormwater Utility Fee, including the requirement to conduct a protest hearing and balloting for consideration of the Proposed Stormwater Utility Fee. In accordance with Article XIII D and the Implementation Act, the City Council hereby approves the "Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Proposed Stormwater Utility Fee" as set forth in Exhibit A and incorporated herein by reference (the "Procedures"); and

WHEREAS, the City Council has received petitions and waivers from the owners of 100% of the area of land proposed to be included in the Proposed Enhanced Stormwater Utility Fee with LID in which the Petitioner has waived all notices of hearings and all published notices regarding the establishment of the stormwater utility fee, notices of election, and applicable waiting periods.

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

1. The foregoing recitals are true and correct and incorporated herein.

2. Notice is hereby given that the City Council designates Tuesday, September 3, 2024, at the hour of 5:30 p.m., in the Council Chambers, City Hall, 2729 Prospect Park Drive, Rancho Cordova, California, as the time and place for a public hearing on the above-described written

report and protests or objections to the imposition of the proposed Stormwater Utility Fee. At the above-described public hearing, all interested persons shall be afforded the opportunity to hear and be heard, and the City Council shall consider all protests against the Proposed Stormwater Utility Fee. If written protests against the Stormwater Utility Fee are presented by a majority of owners of the Identified Parcels, the City shall not impose the Proposed Stormwater Utility Fee. In the absence of a majority protest, the City Council may submit the Proposed Stormwater Utility Fee to a vote of the property owners in accordance with Article XIII D of the California Constitution.

3. The City Clerk is hereby authorized and directed to give notice of the above-described public hearing in accordance with law and the Procedures.

4. Reference is hereby made to the *Rate Analysis Report* described in Section 2 hereof, which is on file in the office of the City Clerk, for a full and detailed description of the Proposed Stormwater Utility Fee upon parcels of land within the City.

5. The City Council hereby designates Dalia Fadl, Principal Engineer, telephone number, (916) 851-8718 to answer inquiries regarding the public hearing, protest proceedings and procedural or technical matters.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of August 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

EXHIBIT "A"

PROCEDURES FOR THE CONDUCT OF A PROTEST HEARING AND VOTE RELATING TO A PROPOSED STORMWATER UTILITY FEE

The following Procedures have been adopted by the City Council of the City of Rancho Cordova for the purpose of conducting a protest hearing required by Article XIII D of the California Constitution for consideration of the imposition of a proposed Stormwater Utility Fee *(the "Proposed* Stormwater Utility Fee").

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A. Rate Analysis Report

The City shall cause to be prepared a written report ("Rate Analysis Report"), which shall contain a list of all parcels to which the Proposed Stormwater Utility Fee will apply (the "Identified Parcels") and the amount of the Proposed Stormwater Utility Fee for each Identified Parcel for Fiscal Year 2024-2025.

The Rate Analysis Report shall be placed on file in the office of the City Clerk prior to the mailing of the Notice of Public Hearing on the Proposed Stormwater Utility Fee and shall remain available for public inspection.

B. Notice of the Public Hearing on the Proposed Stormwater Utility Fee

Notice of the public hearing on the Proposed Stormwater Utility Fee shall be sent, postage prepaid, by first class mail at least forty-five (45) days prior to the date set for the public hearing to the Record Owner of each Identified Parcel. The forty-five (45) day requirement may be waived with the unanimous consent of the property owners.

"Record Owner" means the owner of an Identified Parcel whose name and address appears on the last Sacramento County equalized secured property tax assessment roll (the "Assessment Roll"), or in the case of any public entity, the State of California, or the United States, means the representative of that public entity at the address of that entity known to the City.

Notices shall be mailed to the Record Owners of the Identified Parcels, addressed to the names and addresses as they appear on the Assessment Roll, and, in the case of any public entity, the State of California, or the United States, addressed to the public entity at the address of that entity known to the City. In addition, notices shall be mailed to owners of the Identified Parcels, addressed to the names and addresses known to the City Clerk, if different than shown on the Assessment Roll.

Each mailed notice shall contain all of the following:

· A reference to filing of the Rate Analysis Report;

· A reference to the proposed ordinance imposing the Proposed Stormwater Utility Fee and providing for the collection of the Fee on the County tax roll;

· The amount of the Proposed Stormwater Utility Fee to be imposed upon the Identified Parcel covered by the notice;

· The basis upon which the amount of the Proposed Stormwater Utility Fee was calculated;

· The reason for the Proposed Stormwater Utility Fee;

· A statement that the Proposed Stormwater Utility Fee may be collected as part of a consolidated utility bill via CUBS or on the County of Sacramento tax roll each year, commencing with Fiscal Year 2021-2022.

· The effect of a majority protest; and

· The date, time and location of a public hearing on the Proposed Stormwater Utility Fee.

The City Clerk, or the designee of the City Clerk, may certify the proper mailing of notices by an affidavit, which shall constitute conclusive proof of mailing in the absence of fraud.

Failure of any person to receive notice shall not invalidate the proceedings.

Notice of the filing of the Rate Analysis Report and the public hearing shall be published once a week for two successive weeks in the Grapevine Independent, with the first publication at least fourteen (14) days prior to the date of the public hearing, and with at least five (5) days intervening between the first and second publications. The published notice may be waived by unanimous consent of the property owners.

C. Eligibility to File a Protest

The Assessment Roll shall be presumptive evidence of ownership of an Identified Parcel for protest purposes.

If the owner of any Identified Parcel is not shown on the Assessment Roll, such owner may file a protest for such parcel by filing with the City Clerk a proxy from the Record Owner in a form satisfactory to the City Attorney or evidence of ownership satisfactory to the City Attorney. Any such proxy or evidence must be received by the City Clerk prior to the conclusion of the public hearing.

When an Identified Parcel is held by a partnership, as community property, in joint tenancy, or as a tenancy in common, any partner, spouse, joint tenant, or tenant in common, as the case may be, may file a protest for such parcel.

An executor, administrator, or guardian may file a protest for an Identified Parcel on behalf of the estate it represents. If such representative is shown on the Assessment Roll as paying taxes and assessments levied against the parcel, that fact shall establish the right of such representative to file the protest. If such representative is not shown on the Assessment Roll, the representative must file with the City Clerk written documentation satisfactory to the City Attorney establishing the legal representation. Any such documentation must be filed with the City Clerk prior to the conclusion of the public hearing.

When an Identified Parcel is held by a corporation or unincorporated association, a protest may be filed by any person authorized in writing by the board of directors or trustees or other managing body thereof to take such actions. The corporation or unincorporated association must file with the City Clerk written authorization satisfactory to the City Attorney. Any such written authorization must be filed with the City Clerk prior to the conclusion of the public hearing.

D. Submission of Written Protests

Written protests may be mailed (via U.S. mail) to the City Clerk at City Hall or delivered in person to the City Clerk at City Hall or at the public hearing.

No protests delivered via e-mail will be counted for purposes of determining whether a majority protest exists, but the City Council may, in its discretion, consider such protests in making determinations regarding the Proposed Stormwater Utility Fee

Each written protest must identify the property covered by the protest and be signed.

No protest received after the close of the public hearing shall be counted in determining the existence of a majority protest. The last pick up by the City Clerk of protests mailed or delivered to City Hall will occur at 5:30 p.m. on the date scheduled for the public hearing. To ensure that protests which are mailed or delivered to City Hall are received by the City Clerk prior to the close of the public hearing, such protests must be received by the City Clerk at City Hall prior to 5:30 p.m. on the date scheduled for the public hearing. The City Clerk shall endorse on each written protest the date it is filed with the City. The City Clerk shall identify any protests which are received after the close of the public hearing.

Written protests may be withdrawn in writing at any time before the conclusion of the public hearing by the person who submitted the written protest.

For purposes of determining whether a majority protest exists, only one protest for each Identified Parcel will be counted.

All written protests shall be considered public records.

E. Conduct of the Public Hearing; Determination of a Majority Protest

1. At the time, date and place fixed for the public hearing, the City Council shall:

   (i) Conduct a public hearing pertaining to the Proposed Stormwater Utility Fee;

   (ii) Hear all persons interested in the matter of the Proposed Stormwater Utility Fee; and

   (iii) Receive all written communications regarding the Proposed Stormwater Utility Fee.

2. The public hearing may be continued from time to time, as the City Council determines is necessary to complete its consideration of the Proposed Stormwater Utility Fee.
3. If the City Council determines at the close of the public hearing that written protests have been presented, and not withdrawn, by a majority of owners of the Identified Parcels (i.e., there is a majority protest), the Proposed Stormwater Utility Fee shall not be approved.
4. If the City Council determines at the close of the public hearing that there is not a majority protest, the City Council may:

   (i) Remedy and correct any clerical error in the Rate Analysis Report or otherwise modify the Rate Analysis Report; provided that any such modification or correction shall not result in a Proposed Stormwater Utility Fee for any Identified Parcel which is greater than the amount shown in the notice of the public hearing that was mailed to the Record Owner of the Identified Parcel;

   (ii) Confirm the Rate Analysis Report, as originally filed or as amended in accordance withsubparagraph (i), above;

   (iii) Adopt a resolution calling for a property owner vote regarding the Proposed Stormwater Utility Fee.

F. Conduct Property Owner Vote; Determination of a Majority Consent

Pursuant to Government Code Section 53755.S(c), the proceedings described in this section shall not constitute an election or voting for purposes of Article II of the California Constitution or of the Elections Code.

An election on the Proposed Stormwater Utility Fee shall be sent, postage prepaid, by first class mail at least forty-five (45) days prior to the date set for the election to the Record Owner of each Identified Parcel. The forty-five (45) day requirement may be waived with the unanimous consent of the property owners.

Each mailed ballot shall contain all of the following:

• On the face of the envelope in which the notice of election and ballot are mailed, there shall appear in substantially the following form in no smaller than 16-point bold type: "OFFICIALBALLOT ENCLOSED."

• The ballot shall include the agency's address for return of the ballot, the date and location where the ballots will be tabulated, and a place where the person returning it may indicate his or her name, a reasonable identification of the parcel, and his or her support or opposition to the proposed fee. The ballots shall be tabulated in a location accessible to the public. The ballot shall be in a form that conceals its content once it is sealed by the person submitting it. The ballot shall remain sealed until the ballot tabulation commences.

No ballot received after the time of the ballot tabulation shall be counted in determining the existence of majority consent. The last pick up by the City Clerk of ballots mailed or delivered to City Hall will occur at 1:30 p.m. on the date scheduled for the election. To ensure that ballots which are mailed or delivered to City Hall are received by the City Clerk prior to the commencement of the ballot tabulation, such ballots must be received by the City Clerk at City Hall prior to 5:30 p.m. on the date scheduled for the ballot tabulation. The City Clerk shall endorse on each ballot the date it is filed with the City. The City Clerk shall identify any ballots which are received after the commencement of the ballot tabulation.

An impartial person designated by the City who does not have a vested interest in the outcome of the proposed fee shall tabulate the ballots submitted in support of or opposition to the proposed fee. An impartial person includes, but is not limited to, the City Clerk. If the City uses City personnel for the ballot tabulation, or if the City contracts with a vendor for the ballot tabulation and the vendor or its affiliates participated in the research, design, engineering, public education, or promotion of the fee, the ballots shall be unsealed and tabulated in public view to permit all interested persons to meaningfully monitor the accuracy of the tabulation process.

The ballot tabulation may be continued to a different time or different location accessible to the public, provided that the time and location are announced at the location at which the tabulation commenced and posted by the City in a location accessible to the public. The impartial person may use technological methods to tabulate the ballots, including, but not limited to, punchcard or optically readable (bar-coded) ballots. During and after the tabulation, the ballots and, if applicable, the information used to determine the weight of each ballot, shall be treated as public records, subject to public disclosure and made available for inspection by any interested person. The ballots shall be preserved for a minimum of two years, after which they may be destroyed.

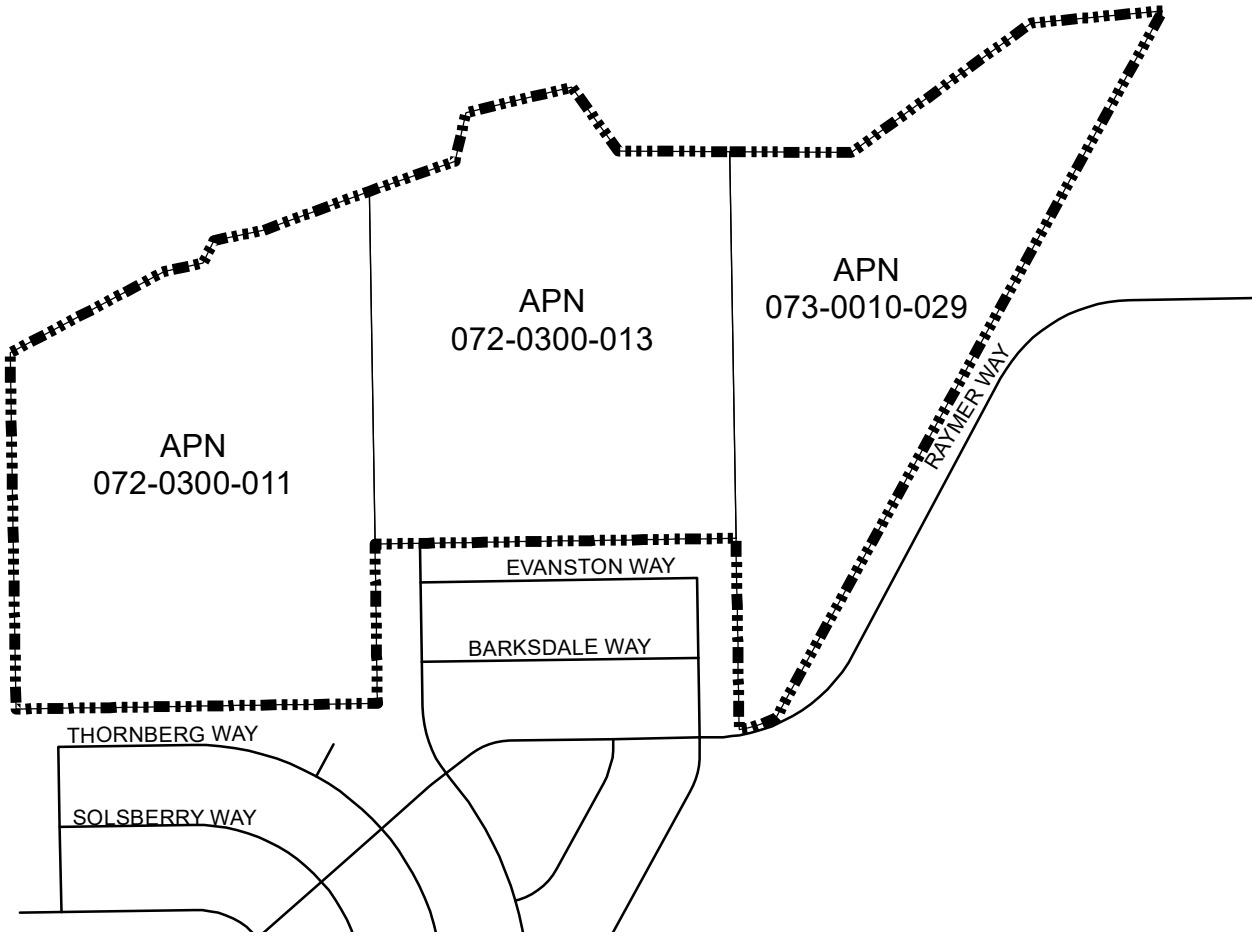
Majority approval of the Record Owners shall exist if the number of valid ballots in favor of the fee exceeds the number of valid ballots in opposition to the fee.

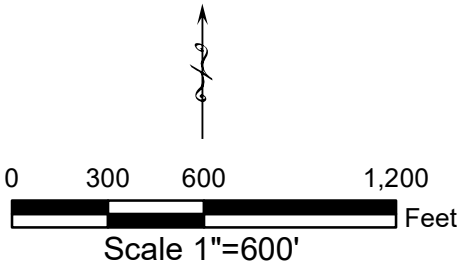
At the time, date and place fixed for the ballot tabulation, the City Council shall direct the City Clerk to commence the ballot tabulation.

If there is no majority approval, the Stormwater Utility Fee shall not be imposed.

If majority approval exists, the City Council may impose the Stormwater Utility Fee pursuant to the Ordinance.

CITY OF RANCHO CORDOVA
STORMWATER UTILITY FEE AREA
ANNEXATION 39
THE PRESERVE





Legend

Annexation Boundary

Parcel Boundary

Stormwater Utility Fee

Sample of the Stormwater Utility Fees for the Preserve Project (Low Impact Development SWUII) for Fiscal Year **2024-2025**:

Table 1

Land Use Description	Total Area (acres)	Sample Fee
Single Family Residential (SFR1)	0.16	$226.17
Single Family Residential (SFR5)	1.00	$353.50
Multi-Family Residential (MFR1)	1.00	$2120.33

CITY OF RANCHO CORDOVA
PETITION
(With Waivers)
Related to the Imposition of a Stormwater Utility Fee
and Other Related Matters

This is a petition to impose a stormwater utility fee and related matters under the Health and Safety Code and Article XIIID of the California State Constitution and it states as follows:

1. **Petitioner**. This Petition is submitted by the person (the "Petitioner") (whether one or more) identified below as or for the record owner(s) of the parcels of land identified below (the "Property"). The Petitioner warrants to the City that the Petitioner is such owner or is legally authorized to execute this Petition for and on behalf of such owner(s).

2. **Proceedings Requested**. This Petition asks that the City Council undertake proceedings under the Health and Safety Code and Article XIIID of the California State Constitution to impose a stormwater utility fee.

3. **Boundaries**. This Petition asks that the territory to be included consist of that shown on a map of the proposed area of the stormwater utility fee described in Exhibit "A" and attached hereto made a part hereof and which map includes the Property.

4. **Purpose**. This Petition asks that the stormwater utility fee be created, and the fee be levied to finance all or a part of the storm and flood protection services.

5. **Waivers**. To expedite the completion of the proceedings, the Petitioner waives all notices of hearing and all published notices regarding the establishment of the stormwater utility fee, notices of election, applicable waiting periods for the holding of any public hearing and for election and all ballot arguments and analysis for the election, it being acknowledged by the Petitioner that all such notices are for the benefit of the Petitioner and may be waived.

The Property that is subject to this petition is identified as:

County of Sacramento Assessor's Parcel Numbers:

0072-0300-013-0000: The property consists of a total of 32.67 acres.
072-0300-011-0000: The property consists of a total of 35.76 acres.
073-0010-029-0000: The property consists of a total of 30.49 acres.

The property consists of a total of 98.92 acres.

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

The Petitioner (record owner) of the Property is:

TPG AG EHC III (LEN) CA 1, L.P.,
a Delaware limited partnership

By: Essential Housing Asset Management, LLC, an Arizona limited liability company, its Authorized Agent

By: _____

Steven S. Benson, its Manager

Dated: June 26, 2024

The address to which the ballots for the CFD elections are to be sent:

Lennar Homes of California, LLC
Attn. Pierre Martinez
1025 Creekside Ridge Drive, Suite 240
Roseville, CA 95678



Harris & Associates

RANCHO CORDOVA CALIFORNIA

RATE ANALYSIS REPORT

(LOW IMPACT DEVELOPMENT STORMWATER UTILITY FEE - SWUII w LID)

CITY OF RANCHO CORDOVA

March 2024

INTRODUCTION

In 2014, the City of Rancho Cordova created a Stormwater Utility Fee to cover the cost for the maintenance and improvements of the stormwater system. There have since been a variety of methods developed to help control the quality of stormwater runoff. This includes planning for low impact design (LID) standards. Currently, developers are responsible for constructing and maintaining their LID facilities. Many developers are requesting that these improvements be located in the public landscape areas and that they be maintained by the City. In order to provide maintenance for LID facilities, the City of Rancho Cordova (City) is developing a new Low Impact Development Stormwater Utility Fee (LID SWU II) that includes the additional costs that would be required for maintaining the LID improvements. If a developer wishes to place their LID improvements in public right-of-way that will be maintained by the City, that development will be required to annex into this new district. If the development will have private LID improvements, they will annex into the City's original Stormwater Utility Fee. These fees would be levied per the California Health and Safety Code Section 5471 et seq. The City will use the LID SWU II Fee to fund the operation and maintenance of the facilities needed to provide the appropriate facilities and control measures for Stormwater quality control.

The purpose of this Rate Analysis Report is to:

- Identify the improvements and maintenance that needs to be funded.
- Review the requirements of Article XIIID of the State Constitution (Proposition 218) relating to requirements for apportioning the costs associated with the City's stormwater runoff system.
- Analyze and recommend an appropriate rate structure and provide estimated rates based on cost data information provided by the City.

March 2024 Update:

The Rate Analysis Report was originally prepared May 2022, includes Land Uses based on the 2030 General Plan and specific plan areas identified at that time, and estimates of costs in 2022 dollars. This March 2024 update increases the maximum estimated annual Low Impact Development Stormwater Utility Fee (SWU II) by the annual change in the Consumer Price Index from December to December, during the preceding year, for all Urban Consumers, for the San Francisco-Oakland-San Jose areas, as discussed in Section 7. Fee Calculations.

PROPOSITION 218 REQUIREMENTS

This fee must comply with the provisions of Article XIIID of the California Constitution (Proposition 218). Section 6 of Proposition 218 has the following requirements for all "new, extended, imposed or increased" fees and charges:

1. "Revenues derived from the fee or charge shall not exceed the funds required to provide the property-related service."

2. "Revenues derived from the fee or charge shall not be used for any purpose other than that for which the fee or charge was imposed."

3. "The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel."

4. "No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question. Fees or charges based on potential or future use of service are not permitted. Standby charges, whether characterized as charges or assessments, shall be classified as assessments and shall not be imposed without compliance with [the assessment section of this code]."

5. "No fee or charge may be imposed for general governmental services including, but not limited to, police, fire, ambulance or library services where the service is available to the public at large substantially the same manner as it is to property owners."

BACKGROUND INFORMATION

In accordance with the Federal Clean Water Act of 1972, the United States Environmental Protection Agency (EPA) is required to establish regulations setting forth National Pollution Discharge Elimination System (NPDES) permit standards. The enactment of 1987 amendments to the Federal Clean Water Act (Act) of 1972 imposes permit requirements for discharge of storm waters. The Act allows the EPA to delegate its NPDES permitting authority to states with an approved environmental regulatory program. The State of California is one of the delegated states.

The responsibility for implementing various NPDES permits in the State of California has been delegated to the State Water Resources Control Board (SWRCB). The SWRCB administers NPDES authority through its nine Regional Boards. As an NPDES permittee, the City is required to manage stormwater pollution within its jurisdiction.

In order to provide for the safety of the residents of the City and protect property in the City from the damage associated with flooding and to meet the requirements of the NPDES permit, it is necessary to design, construct, operate, maintain, improve and replace storm drainage facilities which collect storm and surface water runoff and convey and treat such runoff in a safe manner to an acceptable point of discharge. It is also necessary to inspect, monitor, and take enforcement action related to illegal dumping, and illicit discharges. In order to properly fund such facilities and activities, the City has determined that it is necessary to impose on all developing properties in Rancho Cordova a user charge for storm drainage service.

Based on the 2030 General Plan and current specific plan areas, Rancho Cordova is expected to develop as shown in Table 1 below.

TABLE 1 LAND USE

	Land Use/ Zoning Description	Total Acres	Total Units
Residential:			
LDR	SF (2.1-6.0 DU/AC)	2,563	12,768
	MD (6.1-12 DU/AC)	322	2,524
MDR	MD (6.1-18.0 DU/AC)	1,200	9,057
	MD (14.0-29.9 DU/AC)	60	885
HDR	HD (18.1-40.0 DU/AC)	192	4,372
	HD (30+ DU/AC)	30	825
	Residential Total	**4,367**	**30,431**
Non-Residential:			
VC	Village Commercial	185	
LTC	Local Town Center	134	
RTC	Regional Town Center	172	
BP	Business Park	158	
MP	Industrial Park	283	
Education:			
HS/MS	High School/Middle School	356	
MS	Middle School	20	
ES	Elementary School	91	
Open Space & Public:			
CP	Community Park	313	
P/QP	Public/Quasi Public	32	
NP	Neighborhood Park	145	
SWD	Storm Water Detention	157	
WP	Wetland Preserve	691	
DP	Drainage Parkway	263	
PR	Private Recreation	58	
OS	Open Space	168	
OS/P	Open Space/Preserve	279	
LC	Landscape Corridors	109	
GB	Green Belts	54	
ROW	Right-of-way	573	
BR/WP	Reservoir / Wetland Preserve	528	
S	Sewer Lift Station / Utility Substation	1	
	Vacant (unknown dev plan)	0	
	Total Non-residential	4,770	
	Total Residential & Non-Res	**9,137**	

This development is expected to require significant stormwater drainage and flood control facilities. Based on the development area and improvements that were required in recent developments within the County of Sacramento, Table 2 summarizes the improvements that are expected once development is complete.

TABLE 2 EXPECTED IMPROVEMENTS

Infrastructure Type	Quantity	
48 Inch Manhole	205	EA
60 Inch Manhole	200	EA
72 Inch Manhole	150	EA
84 Inch Manhole	150	EA
96 Inch Manhole	15	EA
108 Inch Manhole	15	EA
Inlets	3,300	EA
Fencing and Gates - 3' high post and cable	71,000	LF
Fencing and Gates - Pipe Gate	80	EA
Erosion Control Rip Rap - Class 1 Backing	850	TON
Erosion Control Rip Rap - 1/4 Ton	900	TON
Erosion Control Rip Rap - Cobbles	3,700	TON
Access/Maintenance Rd. (1" asph conc)	2,700,000	SF
Access/Maintenance Rd. (1" aggr base)	8,100,000	SF
Misc. Concrete - Junction Box	550	CY
Misc. Concrete - Headwall	3,100	CY
Misc. Concrete - Ramp	700	CY
54" Pipe	13,350	LF
48" Pipe	27,000	LF
42" Pipe	20,370	LF
36" Pipe	26,000	LF
30" Pipe	41,000	LF
24" Pipe	50,000	LF
18" Pipe	90,270	LF
12" Pipe	476,901	LF
10" Pipe	3,753	LF
Bioretention	4,933,606	SF

SERVICES FUNDED

Expenditures from the revenue generated from the Low Impact Development Stormwater Utility Fee are intended to comply with the requirements set forth in the NPDES permit. The activities and services funded by this fee include, but are not limited to:

1. Administration and oversight of the requirements set forth in the NPDES permit to City departments, developments, and local agencies.
2. Respond to and investigate incidents of illicit discharges and illegal connections to the storm drain system.
3. Periodically inspect facilities for proper handling of materials, chemicals, pollutants, garbage, waste, and debris and prevent any discharges to the storm drain system.
4. Regularly clean and maintain catch basins, the flowline, and storm drainage facilities.
5. Installation and maintenance of water quality devices required to keep pollutants out of the storm drain system.
6. Discourage illegal dumping or discharge of pollutants into the storm drain system by stenciling all City-owned catch basins with a "No Dumping" message.
7. Augment public education and outreach programs in regards to the proper use and function of the storm drainage system and the receiving waters.
8. Develop programs to promote, publicize, and facilitate public reporting of illicit discharges to the storm drain system.
9. Encourage the proper disposal of household hazardous waste (HHW) to prevent the improper disposal to the storm drain system or to the sewer system.
10. Discourage the improper disposal of litter, garden clippings, leaves, and pet waste into the street or the storm drain system.
11. Capital replacement of storm drainage, flood control improvements and bioretention improvements at the end of the expected useful life for such improvements.

RATE STRUCTURE ANALYSIS

Section 6.b of Article XIIID of the State Constitution (Proposition 218) states that:

> "The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel."

and

> "No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question."

By definition, all properties that shed stormwater into the City's stormwater drainage system use, or are served by, the City's stormwater drainage system. The amount of use attributed to each parcel is measurable by the amount of storm runoff contributed by the property, which is directly proportional to the amount of impervious area on a parcel (such as buildings and concrete). The more impervious area on a property, the more storm runoff the property generates, the more demand placed on the storm drain system.

The amount each parcel uses the stormwater drainage system is computed by the following formula:

(Parcel Area) x (Impervious Percentage) = Drainage Units

The typical percent impervious (% Impervious) for land uses in the City, have been applied for the purposes of estimating the runoff generated by each property. These are shown in Appendix B.
The more Drainage Units a parcel has, the more storm run-off it generates, and the more it uses and impacts the stormwater drainage system.

It is standard practice to relate other land uses to a developed single family residential (SFR) parcel, instead of working exclusively with drainage units. The median size of a SFR parcel will be approximately 0.16 acre. Therefore, it makes sense to relate all parcels to this median residential property. The runoff from a 0.16-acre SFR parcel is set equal to one Drainage Measurement Unit (DMU) and this base DMU is calculated as follows:

(0.16 acres of area) x 50% = 0.0800 Impervious Area = 1 DMU

Single Family Residential Parcels

As a SFR property increases in size over the median parcel size, the typical percentage of impervious area decreases, as shown in Appendix B. Conversely, as a SFR parcel decreases in size below the median parcel size, the typical percentage of impervious area increases, and such increase is typically proportional to the decrease in size. Therefore, SFR properties are separated into five (5) groups. The median parcel area for each group was used and their DMUs are calculated as follows:

SFR Category	DMU/ Formula
SFR1 – SFR parcels 0.16 acres or less	1.00 DMU
SFR2 – SFR parcels 0.17 - 0.25 acres	1.10 DMUs
SFR3 – SFR parcels 0.26 – 0.33 acres	1.175 DMUs
SFR4 – SFR parcels 0.34 – 0.50 acres	1.25 DMUs
SFR5 – SFR parcels greater than 0.50 acres	$1.25 + \frac{[(\text{acres} - 0.50) \times 5\%]}{0.0800} = \text{DMUs}$

Multi-Family Residential Parcels

Multi-Family Residential (MFR) units (including condominiums) are split into categories by the density, or number of dwelling units per acre (DU/Ac) asfollows:

MFR Category	Density	% Impervious
MFR1 - High Density	Greater than 18 DU/Ac	75%
MFR 2 - Med Density	10 – 18 DU/Ac	70%

$$\frac{\text{Acreage} \times \%\text{Impervious}}{0.0800} = \text{DMUs}$$

Condominium unit parcel areas are calculated by dividing the total area of the condominium complex (which includes the common area) by the number of condominium units, and the total imperviousness of the entire complex is attributed to each individual condo parcel in the complex. (This divides the runoff of the entire complex to each of the individual units.) Because these condominium common areas are taken into consideration in this manner, they are exempt from the charge.

Non-Residential Parcels

All non-residential parcel DMUs will be based on the impervious area (runoff coefficient) table shown in Exhibit B, using the followingformula:

$$\frac{\text{Acreage} \times \%\text{Impervious}}{0.0800} = \text{DMUs}$$

All parcels draining into Rancho Cordova Low Impact Development Stormwater Utility Fee-maintained drainage infrastructure are proposed to be charged the same user fee rate per DMU for stormwater runoff treatment. The Rancho Cordova Low Impact Development Stormwater Utility Fee is proposed in perpetuity.

For the purposes of this report, City-maintained drainage infrastructure includes streets, pipes, inlets, outlets, and natural drainage courses and bioretention areas. Parcels related to these types of property uses are exempt from the runoff charge, as they are part of the infrastructure being funded. Also exempt from the runoff charge is Caltrans right-of-way, because Caltrans handles its own runoff under a separate NPDES permit.

Drainage units may be adjusted based on appeal from the property owner. See the Appeals Process below.

Table 3, below, provides a preliminary summary of DMUs for the various land uses in Rancho Cordova.

TABLE 3 DRAINAGE MEASUREMENT UNIT SUMMARY

Land Use Description	Total Area (acres)	Number of Units	DM Per Unit	Impervious Area (AC)	DM Units
Residential:					
Single Family Residential (SFR1)	1,376.85	10,933.00	1.00		10,933.00
Single Family Residential (SFR2)	2,704.60	13,402.00	1.10		14,742.20
Single Family Residential (SFR3)	3.70	14.00	1.18		16.45
Single Family Residential (SFR4)	-	-	1.25		-
Single Family Residential (SFR5)	-	-	1.25 + (Acres-0.50 x 5%)/0.0800		-
Multi-Family Residential (MFR1)	221.10	5,197.00	acreage X 75% / .08		2,072.81
Multi-Family Residential (MFR2)	60.40	885.00	acreage X 70% / .09		528.50
Residential Total	**4,366.65**	**30,431.00**			**27,764.46**
Non-Residential:			**Impervious %**		
Commercial	649.00		70%	454.30	5,678.75
Industrial	283.00		80%	226.40	2,830.00
Schools	466.80		50%	233.40	2,917.50
Private Recreation	58.20		25%	14.55	181.88
Parks/Greenbelts	511.79		25%	127.95	1,599.34
Public/Quasi Public	33.40		25%	8.35	104.38
Non-Residential Total	**2,002.19**			**1064.95**	**13,311.84**
Total Residential and Non-Residential	**6,368.84**			**1064.95**	**41,076.31**

Notes:

1. Total acres, total units, and impervious assumptions from City of Rancho Cordova Stom Drainage Impact Fee Program, September 2020.
2. DM per unit assumptions from City's existing storm water utility fee.

COST ESTIMATE

Table 4 below shows the estimated costs to maintain infrastructure in the developing areas. Unit costs for maintenance were derived using budget information provided by the County, since the County currently maintains the storm drainage system. The budget information is shown in Appendix C.

TABLE 4 ESTIMATED MAINTENANCE COSTS

	Estimated Quantity	Unit	Frequency	Cost ($/unit)	Total Cost/Year
Maintenance Costs:					
Trunk Lines (larger than 24") - TV Lines	127,720	LF	25 years	$9.00	$45,979.20
Drainage Lines 10"-24" Cleaning	620,924	LF	10 years	$3.60	$223,532.64
Drainage Lines 10"-24" TV	620,924	LF	25 years	$9.00	$223,532.64
Creek and Channel Maintenance and Repair	65,070	LF	1 years	$0.90	$58,563.00
Pipe Repairs	748,644	LF	1 year	$0.53	$396,781.32
Creeks and Channels Mowing	80	AC	1 year	$8,200.00	$656,000.00
Creeks and Channels Herbicides	80	AC	1 year	$815.00	$65,200.00
HydroMod Basin Maintenance	288	AC	1 year	$5,800.00	$1,670,400.00
Basin De-silt	288	AC	25 years	$1,200.00	$13,824.00
Basins Herbicides	288	AC	1 year	$910.00	$262,080.00
Access/Maintenance Rd. (1" asph conc)	2,700,000	SF	10 years	$0.34	$91,800.00
Fencing Annual Maintenance	7,100	LF	1 year	$18.00	$127,800.00
Rip Rap Inspection Annual Maintenance	5,450	TON	1 year	$14.00	$76,300.00
Irrigation- Bioretention Areas	113	AC	1 year	$5,500.00	$622,930.00
Herbicides - Bioretension Areas	113	AC	1 year	$815.00	$92,306.90
Routine Maintenance - Bioretention Areas	4,933,606	SF	2 years	$1.90	$1,171,731.33
Subtotal Maintenance:					**$5,798,761.03**

See estimated replacement costs and total estimated costs on next page.

TABLE 5 ESTIMATED CAPITAL REPLACEMENT COSTS

Replacement Costs:					
48 Inch Manhole	205	EA	75 years	$4,900.00	$13,393.33
60 Inch Manhole	200	EA	75 years	$7,200.00	$19,200.00
72 Inch Manhole	150	EA	75 years	$9,500.00	$19,000.00
84 Inch Manhole	150	EA	75 years	$11,800.00	$23,600.00
96 Inch Manhole	15	EA	75 years	$14,900.00	$2,980.00
108 Inch Manhole	15	EA	75 years	$17,300.00	$3,460.00
Inlets	3,300	EA	75 years	$3,450.00	$151,800.00
Fencing and Gates - 3' high post and cable	71,000	LF	75 years	$20.00	$18,933.33
Fencing and Gates - Pipe Gate	80	EA	75 years	$4,200.00	$4,480.00
Erosion Control Rip Rap - Class 1 Backing	850	TON	25 years	$72.00	$2,448.00
Erosion Control Rip Rap - 1/4 Ton	900	TON	25 years	$77.00	$2,772.00
Erosion Control Rip Rap - Cobbles	3,700	TON	25 years	$76.00	$11,248.00
Access/Maintenance Rd. (1" asph conc)	2,700,000	SF	50 years	$0.71	$38,340.00
Access/Maintenance Rd. (1" aggr base)	8,100,000	SF	50 years	$0.33	$53,460.00
Misc. Concrete - Junction Box	550	CY	100 years	$1,400.00	$7,700.00
Misc. Concrete - Headwall	3,100	CY	100 years	$1,400.00	$43,400.00
Misc. Concrete - Ramp	700	CY	100 years	$850.00	$5,950.00
54" Pipe	13,350	LF	100 years	$520.00	$69,420.00
48" Pipe	27,000	LF	100 years	$420.00	$113,400.00
42" Pipe	20,370	LF	100 years	$360.00	$73,332.00
36" Pipe	26,000	LF	100 years	$290.00	$75,400.00
30" Pipe	41,000	LF	100 years	$230.00	$94,300.00
24" Pipe	50,000	LF	100 years	$160.00	$80,000.00
18" Pipe	90,270	LF	100 years	$140.00	$126,378.00
12" Pipe	476,901	LF	100 years	$110.00	$524,591.10
10" Pipe	3,753	LF	100 years	$90.00	$3,377.70
Bioretention	4,933,606	SF	20 years	$10.00	$616,700.70
Subtotal Replacement					**$2,199,064.17**

Total Annual Maintenance/ Replacement Cost	**$7,997,825**
Annual Fee Administration	**$54,037**
Operating (cash Flow) Reserve (10% of Maintenance Costs):	**$579,876**
Estimated Total:	**$8,631,738**

Notes:

1. Quantities are a compilation of Zone 11a and the existing Storm Water Utility and were verified by the City.
2. LID maintenance items, costs and frequency are based on CASQA Handbook.

FEE CALCULATIONS

The estimated annual costs for the proposed storm drain improvements are $8,631,738 as shown in Table 4 above. Dividing that by the total number of proposed DMU's in Rancho Cordova (41,076.31), the maximum estimated annual Low Impact Development Stormwater Utility Fee rate is **$210.14 per DMU** for the 2022-23 fiscal year. The maximum rate will be increased each subsequent Fiscal Year by the annual change in the Consumer Price Index (CPI) from December to December, during the preceding year, for All Urban Consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics (or a reasonably equivalent index should the stated index be discontinued, as determined by the Director of Public Works).

The following table contains maximum estimated annual LID SWU II Fee rates for FY2023-24 and FY 2024-25, applying the annual change in CPI as discussed above:

TABLE 6 ESTIMATED MAXIMUM ANNUAL FEE RATES

Fiscal Year	CPI Increase[1]	Maximum Estimated Annual SWU II Fee Rate Per DMU
FY2022-23	-	$ 210.14
FY2023-24	4.9%	$ 220.44
FY2024-25	2.6%	$ 226.17

Note:

1 Annual change in CPI from December to December, during the preceding year, for All Urban Consumers, for San Francisco-Oakland-Hayward.

The actual rate to be levied each year will be as approved by the City at a public hearing, after they consider an Annual Fee Report outlining the estimated annual costs of the program for the ensuing fiscal year.

Table 7 provides sample fee calculations for various land uses and parcel sizes.

TABLE 7 SAMPLE CALCULATIONS

Land Use Description	Total Area (acres)	Impervious Area (acres)	DMUs	FY2023-24 Sample Fee[1]	FY2024-25 Sample Fee[2]
SINGLE FAMILY RESIDENTIAL (SFR1)	0.16		1.000	$ 220.44	$ 226.17
SINGLE FAMILY RESIDENTIAL (SFR2)	0.22		1.100	$ 242.48	$ 248.78
SINGLE FAMILY RESIDENTIAL (SFR3)	0.30		1.175	$ 259.01	$ 265.74
SINGLE FAMILY RESIDENTIAL (SFR4)	0.40		1.250	$ 275.55	$ 282.72
SINGLE FAMILY RESIDENTIAL (SFR5)	1.00		1.563	$ 344.54	$ 353.50
MULTI-FAMILY RESIDENTIAL (MFR1)	5.00	3.75	46.875	$ 10332.98	$ 10601.63
COMMERCIAL[3]	1.00	0.75	9.375	$ 2066.59	$ 2120.32
INDUSTRIAL	1.00	0.80	10.000	$ 2204.37	$ 2261.68
SCHOOLS	5.00	2.50	31.250	$ 6888.66	$ 7067.76
PRIVATE RECREATION	1.00	0.25	3.125	$ 688.87	$ 706.78
PARKS/GREENBELTS	2.00	0.20	2.500	$ 551.09	$ 565.42
PUBLIC	2.00	0.60	7.500	$ 1653.28	$ 1696.26

Note:

[1] Increased from FY2022-23 by 4.9% annual change in CPI from Dec to Dec during the previous year, for All Urban Consumers, for San Francisco-Oakland-Hayward.

[2] Increased from FY2023-24 by 2.6% annual change in CPI from Dec to Dec during the previous year, for All Urban Consumers, for San Francisco-Oakland-Hayward.

[3] Average of Downtown and Neighborhood Commercial as shown in Appendix B.

Appeals Process

If a property owner disagrees with the calculation of his or her fee, based on the parcel area and estimated impervious percentage assigned to the property, then the property owner may appeal the calculation as follows:

1. Property owner must provide written documentation explaining the reason why the charge should be changed. This documentation must include:
   a. The name, phone number, mailing address, and email address, if available, of the property owner.
   b. The Assessor's Parcel Number (APN) of the property in question.
2. If additional documentation is required or insufficient documentation was submitted, a representative of the Department of Public Works (Staff) will notify the property owner in writing.
3. Once Staff has determined that sufficient documentation has been submitted, Staff will perform the initial review. Staff will notify the property owner in writing within four (4) weeks from the time sufficient documentation was submitted as to whether or not the fee amount will be changed.
   a. If the determination is to change the fee amount, then the new fee amount will be documented within the City's fee database.
   b. If the determination is that the fee should not be changed, the property owner can appeal Staff's decision to the Director of Public Works. The appeal must be made in writing and returned no later than four (4) weeks from the date of mailing of Staff's initial review decision. The Director of Public Works will notify the property owner in writing within four (4) weeks from the date of receipt of the appeal as to whether or not the fee amount will be changed.

      If the owner of any parcel shall have reason to feel that the computation of the DMU for his/her parcel is not correct, that person may file an appeal with the Director of Public Works in the manner prescribed by the Director of Public Works. The Director of Public Works will consider all data provided by the appellant and shall render a decision in writing. The decision of the Director of Public Works will be final with respect to City action on the appeal.

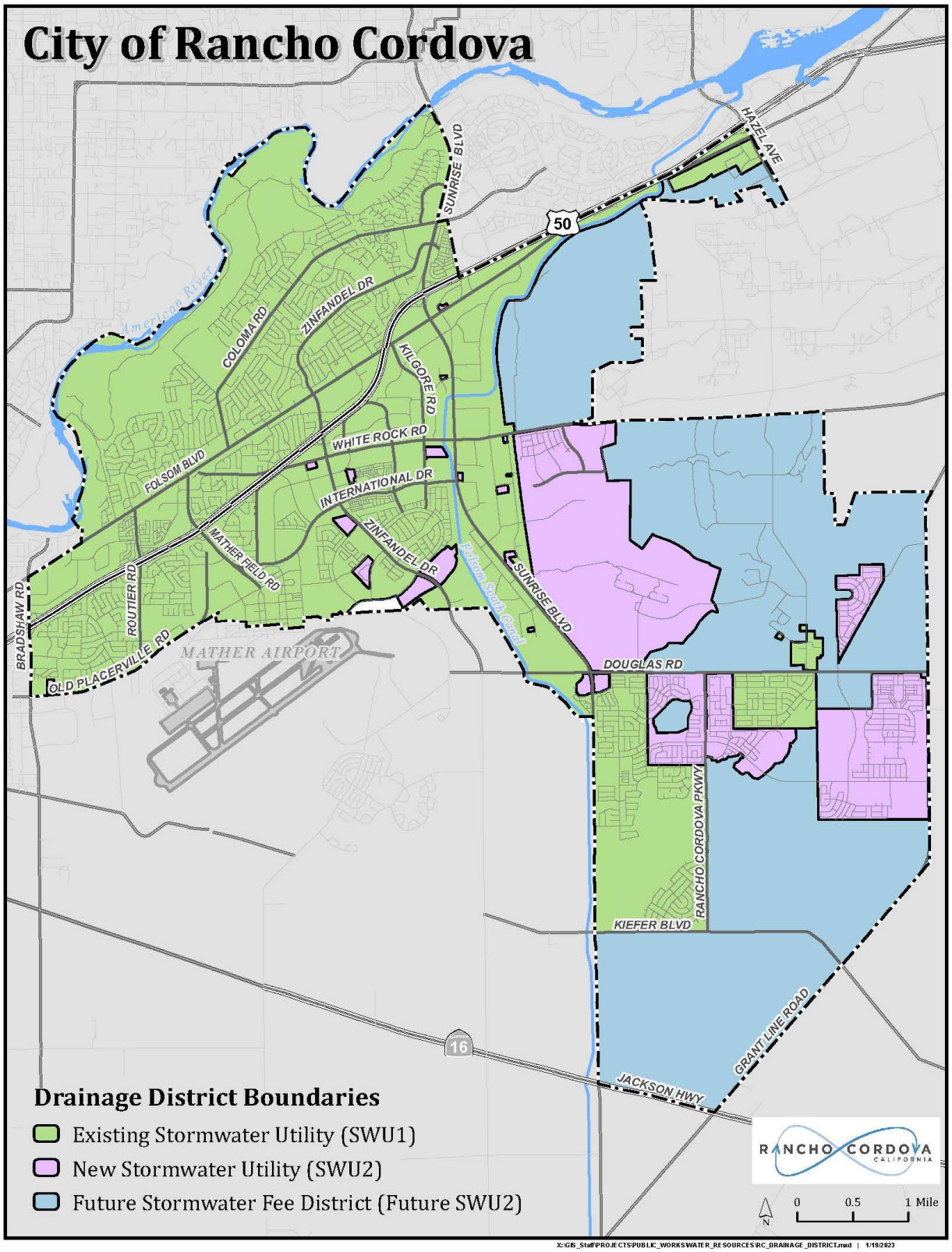
Appeals will be accepted annually up until June 30 for inclusion on the following fiscal year's property tax roll submittal. However, if an appeal is granted by Staff or the Director of Public Works that does not permit inclusion for the following fiscal year's property tax roll submittal, a reimbursement will be provided to the property owner by the City.

Respectfully submitted:

Alison Bouley, PE
R.C.E No. C61383
Engineer of Work



APPENDIX A


City of Rancho Cordova
SUNRISE BLVD
HAZEL AVE
50
American River
COLOMA RD
ZINFANDEL DR
KILGORE RD
WHITE ROCK RD
FOLSOM BLVD
INTERNATIONAL DR
MATHER FIELD RD
ZINFANDEL DR
Folsom South Canal
SUNRISE BLVD
BRADSHAW RD
ROUTIER RD
OLD PLACERVILLE RD
MATHER AIRPORT
DOUGLAS RD
RANCHO CORDOVA PKWY
KIEFER BLVD
16
GRANT LINE ROAD
JACKSON HWY
Drainage District Boundaries
Existing Stormwater Utility (SWU1)
New Stormwater Utility (SWU2)
Future Stormwater Fee District (Future SWU2)
RANCHO CORDOVA
CALIFORNIA
N
0
0.5
1 Mile
X:\GIS_Staff\PROJECTS\PUBLIC_WORKS\WATER_RESOURCES\RC_DRAINAGE_DISTRICT.mxd | 1/19/2023

APPENDIX B

RUNOFF COEFFICIENT

Land Use	Impervious
Single Family Residential less than 0.166 acres	50%
Single Family Residential 0.166 acres to 0.250 acres	40%
Single Family Residential 0.251 acres to 0.330 acres	30%
Single Family Residential 0.331 acres to 0.500 acres	25%
Single Family Residential Over 0.500 acres (excluding the first 0.500 acres)	5%
High-Density Residential (including Apartments and Mobile Home Parks)	75%
Condominiums	70%
Commercial Downtown Areas[1]	80%
Commercial Neighborhood Areas	70%
Industrial	80%
Schools	50%
Parks	25%
Greenbelts	10%

Footnotes:

[1] City of Rancho Cordova Municipal Code Chapter 15.

Sources:

1. Yolo County City/County Drainage Manual, February 2010.
2. Stormwater Quality Design Manual for the Sacramento and South Placer Regions, May 2007.

MEMORANDUM

ITEM 9.3.

DATE: August 5, 2024

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Quoc Nham, Senior Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE THE FINAL MAP OF THE PRESERVE – PHASE 1, SUBDIVISION NO. FM-23-0038 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2024-81 WITH LENNAR HOMES OF CALIFORNIA, LLC**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve the Final Map of The Preserve – Phase 1 Subdivision No. FM-23-0038 and authorize the City Manager to execute Subdivision Improvement Agreement Contract No. 2024-81, Attachment 2, with Lennar Homes of California, LLC., guaranteeing the construction of public utilities and the recording of the final subdivision map of The Preserve Phase 1 creating 259 residential lots, three (3) landscaped paseo lots, two (2) community places lot, and one (1) drainage lot, north of Somerset Ranch and west of Grant Line Road.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act. The City Council approved the Tentative Subdivision Map on April 4, 2022. A Development Agreement by the City and Lennar Homes of California, LLC was entered into on April 18, 2022, in the Official Records of Sacramento County at Document No. 202206070379. A copy of the final map, Attachment 3, and copy of the vicinity map, Attachment 4, are included with this letter.

Roads are offered for dedication with this subdivision. Lennar Homes of California, LLC., has provided a performance and labor and material bond guaranteeing the construction of the public improvements. RJA has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Youngdahl Consulting Group, Inc., dated April 2022.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2023/2024 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact on the City.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2024-81
3. Final Map The Preserve
4. Vicinity Map The Preserve

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF THE PRESERVE – PHASE 1, SUBDIVISION NO. FM-23-0038, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT NO. 2024-81 WITH LENNAR HOMES OF CALIFORNIA, LLC

WHEREAS, the City Council approved the Tentative Subdivision Map on April 4, 2022, per Resolution No. 52-2022; and

WHEREAS, the map is in substantial compliance with the approved Tentative Map; and

WHEREAS, the conditions of approval have been complied with; and

WHEREAS, the map complies with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act; and

WHEREAS, the approval of final maps is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Regulation Section 15268(b)(3) as a ministerial approval; and

WHEREAS, the City desires to enter into a subdivision improvement agreement with the developer to ensure necessary public improvements are completed and secured with a bond.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Final Map of The Preserve – Phase 1 Subdivision No. FM-23-0038 and does authorize the City Manager to execute Subdivision Improvement Agreement No. 2024-81 with Lennar Homes of California, LLC, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of August 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
David Sander, Mayor

_____
Stacy Leitner, CMC
City Clerk

CONTRACT NO. 2024-81

SUBDIVISION IMPROVEMENT AGREEMENT

THE PRESERVE PHASE 1 FINAL MAP
SUBDIVISION NO. FM-23-0038

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter, "Agreement") entered into this _____ day of _____, 20__, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and Lennar Homes of California, LLC, a California limited liability company (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated The Preserve – Phase 1 Final Map, Subdivision No. FM-23-0038 and to accept on behalf of the public all lands, rights of way and

easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. Completion of Improvements. In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova Municipal Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **24** months of the date of this Agreement.

5. Payment For Services. Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova Municipal Code.

7. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 9 hereof. Acceptance will be postponed until such time the City determines a public purpose exists. Public Purpose is defined as existence of habitable structures within the subdivision.

8. Notice of Commencement of Work. Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

9. Correction of Defects. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

10. Indemnity. Principal shall indemnify and hold harmless with counsel selected by the City, the City of Rancho Cordova, its agents, officers, consultants, and employees ("City") from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified

hereunder.

11. **Extension of Completion Date.** If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

12. **Improvement Security.** (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova Municipal Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$16,303,467**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

13. **Improvement Security As Condition Precedent.** The furnishing of the improvement security by Principal as required by paragraph 12 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by

the City of the covenants herein on its part to be performed.

14. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 9 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

15. Execution By Real Party In Interest. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

16. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

17. City Construction of Improvements. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

18. Interest. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this Agreement and the sum due is certain or

reasonably capable of being made certain.

19. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 12 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

20. Amendments. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

21. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

22. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

23. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

24. Time. Time is of the essence in the performance of each and every term of this Agreement.

SIGNATURE PAGE FOLLOWING

CONTRACT NO. 2024-81

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

CITY OF RANCHO CORDOVA,
California Municipal Corporation

_____
Micah Runner, City Manager

Date: _____

LENNAR HOMES OF CALIFORNIA, LLC.,
a California limited liability company
(as successor-in-interest by conversion to Lennar Homes of California, Inc., a California corporation)

_____
Larry Gualco, Sr. Vice President

Date: 6/27/24

ATTEST:

_____
Stacy Leitner, CMC, City Clerk

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 Placer)

On June 27, 2024 before me, Rosa Catanzaro, Notary Public
(insert name and title of the officer)

personally appeared Larry Gualco,
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.

ROSA CATANZARO
Notary Public - California
Placer County
Commission # 2351363
My Comm. Expires Mar 14, 2025

Signature _____ **(Seal)**

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE OWNERS OF, (AND ALL RECORDHOLDERS OR SECURITY INTEREST IN), AND ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION AND PROJECT ON THIS MAP, AND THAT EACH OF US DOES HEREBY CONSENT TO THE FILING AND/OR RECORDATION OF THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED TO THE CITY OF RANCHO CORDOVA IN FEE FOR PUBLIC PURPOSES:

A. PARCELS "H", "I", "J" AND "L" ARE HEREBY DEDICATED FOR LANDSCAPE AND DRAINAGE PURPOSES.

B. PARCEL "R" IS HEREBY DEDICATED FOR OPEN SPACE PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF RANCHO CORDOVA AS AN EASEMENT FOR PUBLIC PURPOSES:

A. THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC ROADS DESIGNATED AS BROKENFORK AVENUE, BROKENFORK COURT, DULONG STREET, EDINGTON DRIVE, HEREFORD AVENUE, IRONBOW WAY, MOLLI AVENUE, PRETA WAY, SALORN STREET, VESTLAND COURT AND VESTLAND WAY SHOWN HEREON.

B. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND SHOWN HEREON.

C. RIGHTS-OF-WAYS AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON, AND DESIGNATED AS "PEDESTRIAN EASEMENT" (PE). THE MAINTENANCE AND REPAIR OF THE WALKWAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

D. EASEMENTS FOR LANDSCAPING AND ALL APPURTENANCES PERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON, AND DESIGNATED "LANDSCAPING EASEMENT" (LE). SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS AND FENCES.

E. THE AREAS DESIGNATED AS "STORM DRAIN EASEMENT" OR "SDE" ARE FOR THE CITY OF RANCHO CORDOVA OR ITS DESIGNEE OR SUCCESSOR FOR STORM, FLOOD AND SURFACE WATER DRAINAGE, INCLUDING CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, WHETHER COVERED OR OPEN, AND FOR THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

DATED THIS 16 DAY OF July, 2024.

OWNER: TPG AG EHC III (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS AUTHORIZED AGENT

BY: Steven S. Benson

STEVEN S. BENSON, ITS MANAGER

OPTIONEE STATEMENT

THE UNDERSIGNED, LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THAT MEMORANDUM OF OPTION AGREEMENT RECORDED ON MAY 24, 2024, IN BOOK 20240524, PAGE 0009, SACRAMENTO COUNTY RECORDS, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 17 DAY OF July, 2024.

LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Larry Gualco

PRINTED NAME: LARRY GUALCO

TITLE: SR. VICE PRESIDENT

OWNER'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF ARIZONA)
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 16 DAY OF July, 2024, BY STEVEN S. BENSON, THE MANAGER OF ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE AUTHORIZED AGENT OF TPG AG EHC III (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR AND ON BEHALF THEREOF.

Steven Marie Adams

NOTARY PUBLIC

MY COMMISSION NUMBER: 607030

MY COMMISSION EXPIRES: 07/01/2025

PRINCIPAL COUNTY OF BUSINESS: Maricopa

OPTIONEE ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF PLACER) SS

ON JULY 17, 2024, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED LARRY GUALCO, 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 ON 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,

SIGNATURE: Rosa Catanzaro

PRINT NAME: ROSA CATANZARO

MY COMMISSION NUMBER: 2351363

MY COMMISSION EXPIRES: 3/14/25

PRINCIPAL COUNTY OF BUSINESS: PLACER

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ __M., IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF LENNAR TITLE.

TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE.

FEE: $_____ PAID

DONNA ALLRED, COUNTY RECORDER

CERTIFICATE NO.: _____

FILE NO.: _____

BY: _____
DEPUTY COUNTY RECORDER

SUBDIVISION NO. FM-23-0038

FINAL MAP OF

THE PRESERVE - PHASE 1

BEING A SUBDIVISION OF PARCELS A & B PER 2024-06140848
AND PARCEL A PER 2024-05240008
OFFICIAL RECORDS OF SACRAMENTO COUNTY

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
AUGUST 2024

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

JOB NO. 165018

SHEET 1 OF 19 SHEETS

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY TPG AG EHC III (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP FOR THE PURPOSE OF PUBLIC STREET RIGHT-OF-WAY:

"BROKENFORK AVENUE", "BROKENFORK COURT", "DULONG STREET", "EDINGTON DRIVE", "HEREFORD AVENUE", "IRONBOW WAY", "MOLLI AVENUE", "PRETA WAY", "SALORN STREET", "VESTLAND COURT" AND "VESTLAND WAY"

THE FOLLOWING REAL PROPERTY IS DEDICATED BY TPG AG EHC III (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP, TO THE CITY OF RANCHO CORDOVA AS EASEMENTS FOR PUBLIC PURPOSES: THOSE STRIPS OF LAND HEREON AND DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE".

THE CITY OF RANCHO CORDOVA SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF RANCHO CORDOVA MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436(a), 3(A)(i) OF THE CALIFORNIA SUBDIVISION ACT MAP, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

1. DRAINAGE EASEMENT TO SACRAMENTO COUNTY PER BOOK 761215 PAGE 634, OF OFFICIAL RECORDS.
2. TELEPHONE EASEMENT IN FAVOR OF PACIFIC TELEPHONE AND TELEGRAPH COMPANY PER BOOK 771107, PAGE 874 OF OFFICIAL RECORDS IS CONSIDERED MERGED OUT BY OPERATION OF LAW. POLES AND LINES WERE REMOVED BY CONSTRUCTION.
3. TELEPHONE EASEMENT IN FAVOR OF PACIFIC TELEPHONE AND TELEGRAPH COMPANY PER BOOK 780222, PAGE 958 OF OFFICIAL RECORDS IS CONSIDERED MERGED OUT BY OPERATION OF LAW. POLES AND LINES WERE REMOVED BY CONSTRUCTION.
4. SEWER LINE EASEMENT IN FAVOR OF SACRAMENTO AREA SEWER DISTRICT PER DOCUMENT NO. 2023-0830043
5. WATER LINE EASEMENT IN FAVOR OF SACRAMENTO COUNTY WATER AGENCY PER BOOK 24240508 PAGE 0480.

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 2024.

_____
CITY ENGINEER, ALBERT STRICKER
R.C.E. 64057
EXPIRATION DATE: 9/30/24

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ON JANUARY 2023. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, INCLUDING THE SIZE, SHAPE, LAYOUT AND NUMBER OF LOTS; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY DEC 31, 2025, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 15th DAY OF July, 2024.

Scott A. Shortlidge

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP THE PRESERVE – PHASE 1 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL RIGHTS-OF-WAYS AND EASEMENTS SHOWN HEREON TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO COMPLETION OF THE IMPROVEMENTS THEREOF.

THE CITY DEFERS ACCEPTANCE OF THE FEE TITLE PARCELS H, I, J, L, R; BUT RESERVES THE RIGHT TO ACCEPT THEM AT A LATER DATE.

PURSUANT TO SECTION 66434 (G) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF RANCHO CORDOVA DOES HEREBY ABANDON AND VACATE IN ITS ENTIRETY THE FOLLOWING:

1. ALL MATTERS CONTAINED IN A DOCUMENT ENTITLED "IRREVOCABLE OFFER TO DEDICATION", RECORDED DECEMBER 15, 1976, IN BOOK 761215 PAGE 632, OF OFFICIAL RECORDS. MATTERS CONTAINED THEREIN AFFECTS: WESTERLY 30 FEET PARCEL A AND THE EASTERLY 2 FEET OF PARCEL B
2. ALL THAT PORTIONS OF EASEMENT AND RIGHTS INCIDENTAL THERETO FOR SURFACE WATERS TO CITY OF RANCHO CORDOVA, AS SET FORTH IN A DOCUMENT RECORDED DECEMBER 13, 2005, IN BOOK 20051213, PAGE 0585, OF OFFICIAL RECORDS.

DATED THIS _____ DAY OF _____, 2024.

_____
CITY CLERK OF THE CITY OF RANCHO CORDOVA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2024.

_____
LAND SURVEYOR, JOCELYN LIMAS
P.L.S. 9596
EXPIRATION DATE: 03/31/25

LICENSED LAND SURVEYOR
JOCELYN L. LIMAS
9596
EXPIRES
3-31-25
STATE OF CALIFORNIA

SUBDIVISION NO. FM-23-0038
FINAL MAP OF

THE PRESERVE - PHASE 1

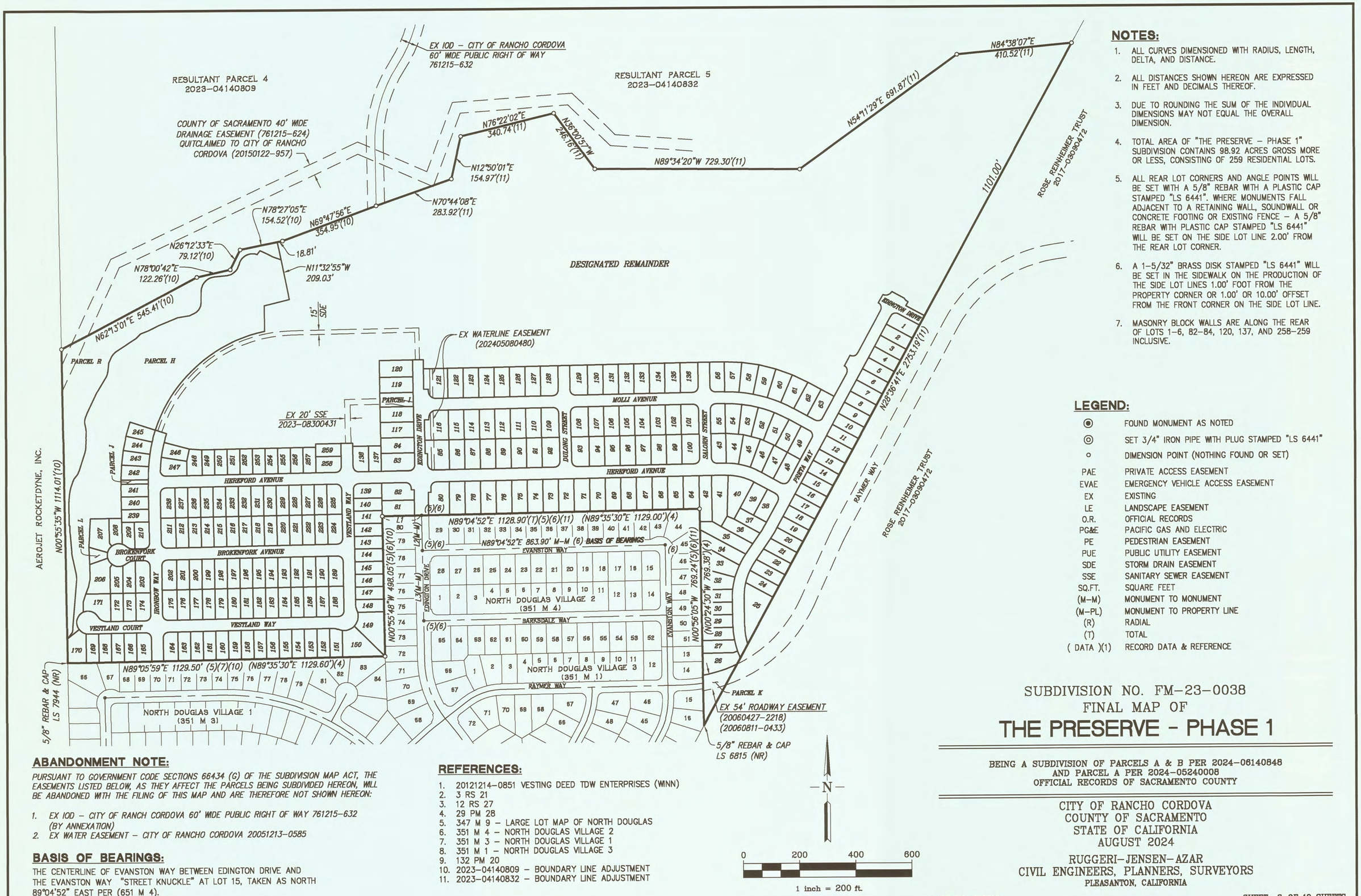
BEING A SUBDIVISION OF PARCELS A & B PER 2024-06140848
AND PARCEL A PER 2024-05240008
OFFICIAL RECORDS OF SACRAMENTO COUNTY

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
AUGUST 2024

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

JOB NO. 165018

SHEET 2 OF 19 SHEETS



NOTES:

1. ALL CURVES DIMENSIONED WITH RADIUS, LENGTH, DELTA, AND DISTANCE.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA OF "THE PRESERVE – PHASE 1" SUBDIVISION CONTAINS 98.92 ACRES GROSS MORE OR LESS, CONSISTING OF 259 RESIDENTIAL LOTS.
5. ALL REAR LOT CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR WITH A PLASTIC CAP STAMPED "LS 6441". WHERE MONUMENTS FALL ADJACENT TO A RETAINING WALL, SOUNDWALL OR CONCRETE FOOTING OR EXISTING FENCE – A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 6441" WILL BE SET ON THE SIDE LOT LINE 2.00' FROM THE REAR LOT CORNER.
6. A 1–5/32" BRASS DISK STAMPED "LS 6441" WILL BE SET IN THE SIDEWALK ON THE PRODUCTION OF THE SIDE LOT LINES 1.00' FOOT FROM THE PROPERTY CORNER OR 1.00' OR 10.00' OFFSET FROM THE FRONT CORNER ON THE SIDE LOT LINE.
7. MASONRY BLOCK WALLS ARE ALONG THE REAR OF LOTS 1–6, 82–84, 120, 137, AND 258–259 INCLUSIVE.

LEGEND:

◉	FOUND MONUMENT AS NOTED
◎	SET 3/4" IRON PIPE WITH PLUG STAMPED "LS 6441"
○	DIMENSION POINT (NOTHING FOUND OR SET)
PAE	PRIVATE ACCESS EASEMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
EX	EXISTING
LE	LANDSCAPE EASEMENT
O.R.	OFFICIAL RECORDS
PG&E	PACIFIC GAS AND ELECTRIC
PE	PEDESTRIAN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
SQ.FT.	SQUARE FEET
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
(DATA)(1)	RECORD DATA & REFERENCE

ABANDONMENT NOTE:

PURSUANT TO GOVERNMENT CODE SECTIONS 66434 (G) OF THE SUBDIVISION MAP ACT, THE EASEMENTS LISTED BELOW, AS THEY AFFECT THE PARCELS BEING SUBDIVIDED HEREON, WILL BE ABANDONED WITH THE FILING OF THIS MAP AND ARE THEREFORE NOT SHOWN HEREON:

1. *EX IOD – CITY OF RANCH CORDOVA 60' WIDE PUBLIC RIGHT OF WAY 761215–632 (BY ANNEXATION)*
2. *EX WATER EASEMENT – CITY OF RANCHO CORDOVA 20051213–0585*

BASIS OF BEARINGS:

THE CENTERLINE OF EVANSTON WAY BETWEEN EDINGTON DRIVE AND THE EVANSTON WAY "STREET KNUCKLE" AT LOT 15, TAKEN AS NORTH 89°04'52" EAST PER (651 M 4).

REFERENCES:

1. 20121214–0851 VESTING DEED TDW ENTERPRISES (WINN)
2. 3 RS 21
3. 12 RS 27
4. 29 PM 28
5. 347 M 9 – LARGE LOT MAP OF NORTH DOUGLAS
6. 351 M 4 – NORTH DOUGLAS VILLAGE 2
7. 351 M 3 – NORTH DOUGLAS VILLAGE 1
8. 351 M 1 – NORTH DOUGLAS VILLAGE 3
9. 132 PM 20
10. 2023–04140809 – BOUNDARY LINE ADJUSTMENT
11. 2023–04140832 – BOUNDARY LINE ADJUSTMENT

SUBDIVISION NO. FM–23–0038

FINAL MAP OF

THE PRESERVE - PHASE 1

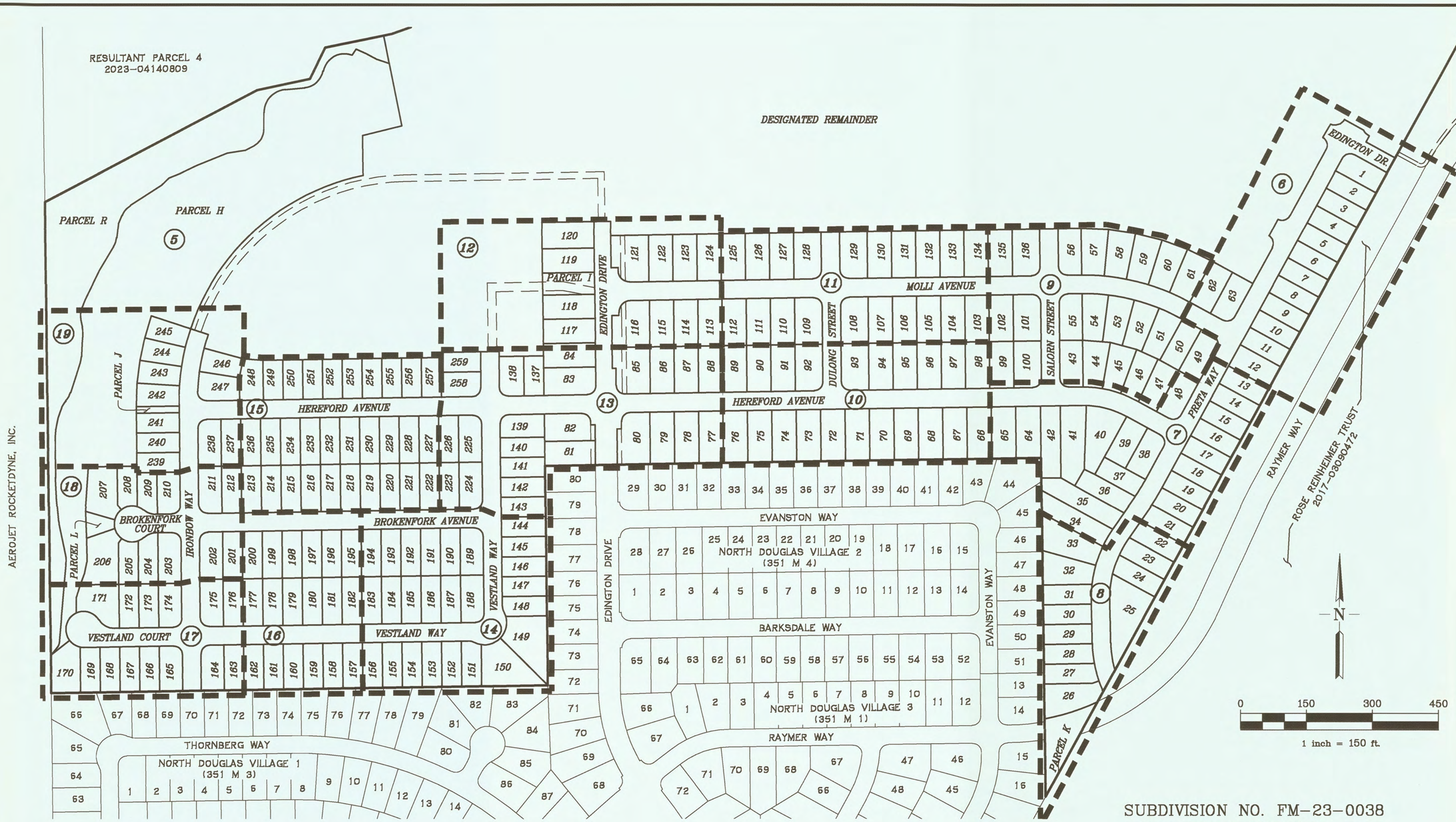
BEING A SUBDIVISION OF PARCELS A & B PER 2024–06140848 AND PARCEL A PER 2024–05240008 OFFICIAL RECORDS OF SACRAMENTO COUNTY

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
AUGUST 2024

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

JOB NO. 165018

SHEET 3 OF 19 SHEETS



SHEET INDEX MAP

SHEET COVERAGE

(4) SHEET NUMBER

NOTE:

SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.

SUBDIVISION NO. FM-23-0038

FINAL MAP OF

THE PRESERVE - PHASE 1

BEING A SUBDIVISION OF PARCELS A & B PER 2024-06140848
AND PARCEL A PER 2024-05240008
OFFICIAL RECORDS OF SACRAMENTO COUNTY

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
AUGUST 2024

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

JOB NO. 165018

SHEET 4 OF 19 SHEETS

LINE TABLE		
LINE	BEARING	LENGTH
L1	N51°36'01"E	51.38'
L2	N37°16'06"E	20.31'
L3	N4°44'29"E	176.35'
L4	N12°03'15"W	68.84'
L5	N17°50'25"E	72.03'
L6	N2°39'28"E	54.17'
L7	N11°50'19"W	16.11'
L8	N21°18'15"E	19.47'
L9	N26°03'53"E	75.34'
L10	N30°53'11"E	62.40'
L11	N6°55'31"E	32.67'
L12	N22°40'47"E	19.50'
L13	N57°12'39"E	84.25'
L14	N45°24'20"E	22.87'
L15	N68°24'55"E	29.66'
L16	N64°23'44"E	40.46'
L17	N67°46'36"E	74.42'
L18	N80°51'07"E	42.34'
L19	N63°32'39"E	16.12'
L20	N0°01'06"W	39.19'

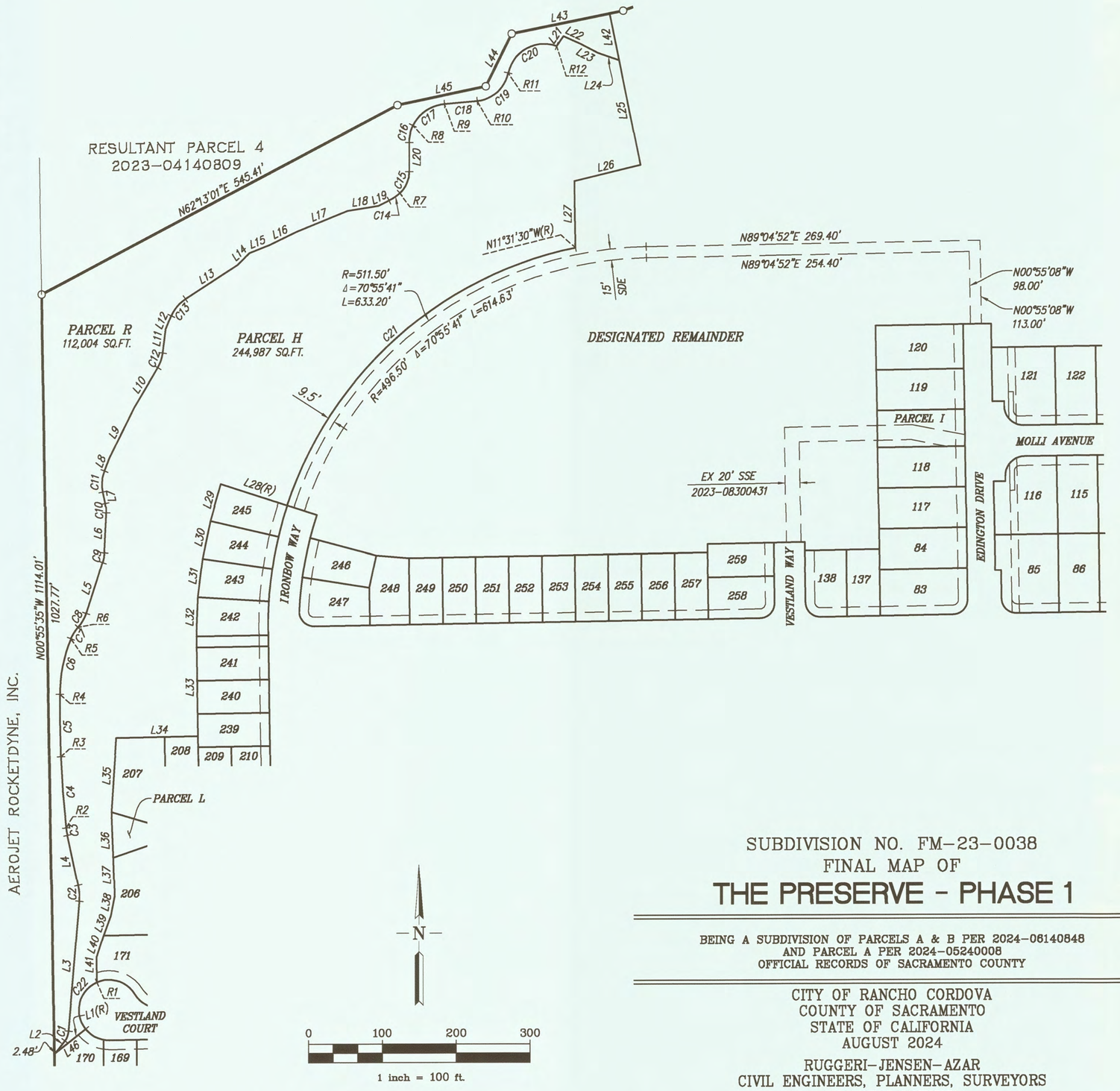
LINE TABLE		
LINE	BEARING	LENGTH
L21	N35°21'18"E	16.33'
L22	N65°55'29"W	24.53'
L23	N62°17'58"W	27.59'
L24	N71°04'37"W	30.19'
L25	N11°32'55"W	144.52'
L26	N76°18'34"E	92.28'
L27	N0°55'08"W	90.00'
L28	N71°50'49"W	94.44'
L29	N16°14'33"E	52.08'
L30	N11°36'14"E	52.08'
L31	N6°57'55"E	52.08'
L32	N2°19'52"E	53.50'
L33	N0°55'08"W	135.00'
L34	N89°04'52"E	110.80'
L35	N3°29'32"E	100.81'
L36	N2°04'31"W	61.38'
L37	N1°50'32"W	51.48'
L38	N11°06'08"E	28.00'
L39	N20°02'07"E	28.11'
L40	N17°58'59"E	30.90'

LINE TABLE		
LINE	BEARING	LENGTH
L41	N0°55'08"W	33.92'
L42	N11°32'55"W	64.51'
L43	N78°27'05"E	135.71'
L44	N26°12'33"E	79.12'
L45	N78°00'42"E	122.26'
L46	N51°36'01"E	53.89'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	25.00'	32°31'38"	14.19'
C2	75.00'	16°47'44"	21.99'
C3	100.00'	5°50'31"	10.20'
C4	1381.80'	4°00'42"	96.75'
C5	2083.23'	2°19'00"	84.23'
C6	200.00'	22°08'18"	77.28'
C7	50.00'	20°56'11"	18.27'
C8	50.00'	25°21'02"	22.12'
C9	50.00'	15°10'57"	13.25'
C10	50.00'	14°29'47"	12.65'
C11	50.00'	33°08'34"	28.92'
C12	50.00'	23°57'39"	20.91'
C13	50.00'	34°31'52"	30.13'
C14	60.00'	16°56'33"	17.74'
C15	40.00'	46°37'13"	32.55'
C16	52.00'	26°25'03"	23.98'
C17	52.00'	59°25'40"	53.93'
C18	1283.12'	1°59'23"	44.56'
C19	48.00'	72°12'02"	60.49'
C20	49.50'	98°38'36"	85.22'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C21	521.00'	60°19'20"	548.52'
C22	41.00'	104°44'09"	74.95'

RADIAL BEARING TABLE	
NO.	BEARING
R1	N23°39'50"W
R2	N83°47'16"E
R3	N87°47'58"E
R4	N89°53'02"W
R5	N67°44'45"W
R6	N46°48'34"W
R7	N43°23'54"W
R8	N63°36'03"W
R9	N4°10'23"W
R10	N6°09'46"W
R11	N78°21'48"W
R12	N20°16'48"E



SUBDIVISION NO. FM-23-0038
FINAL MAP OF

THE PRESERVE - PHASE 1

BEING A SUBDIVISION OF PARCELS A & B PER 2024-06140848
AND PARCEL A PER 2024-05240008
OFFICIAL RECORDS OF SACRAMENTO COUNTY

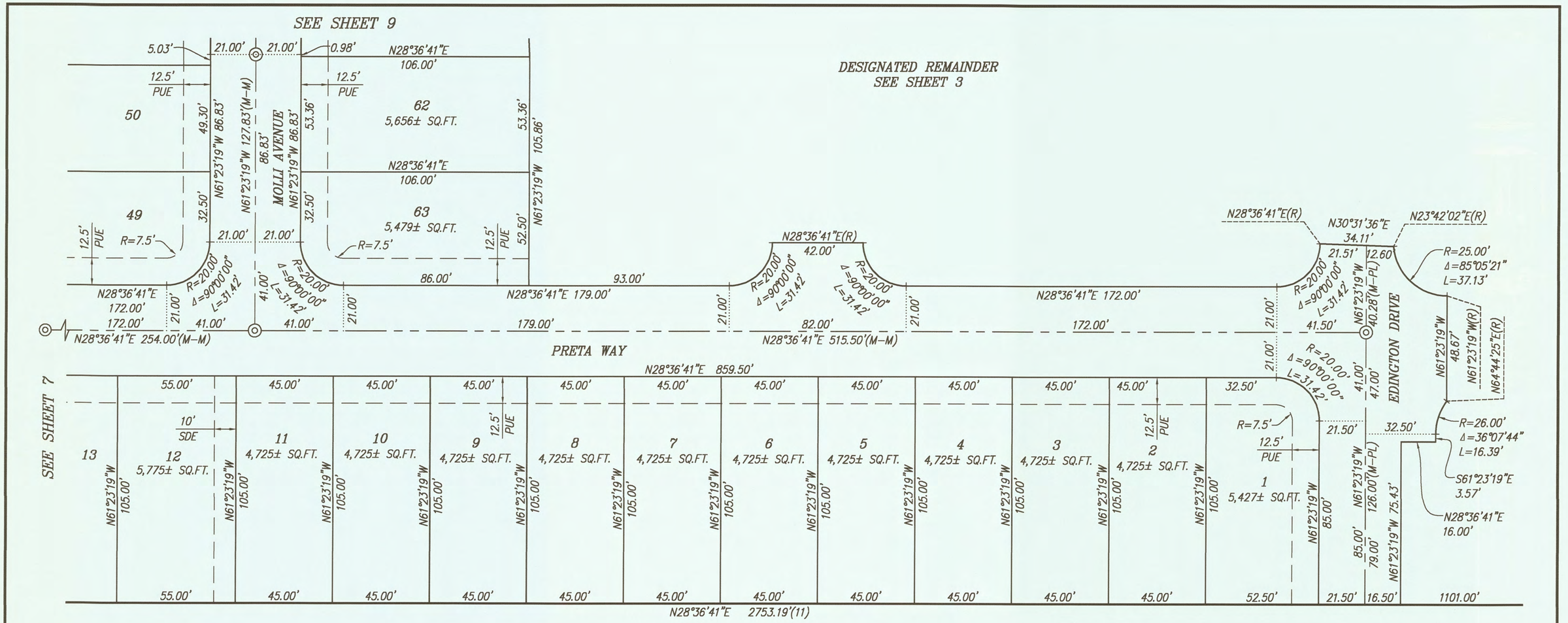
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
AUGUST 2024

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

NOTE:
SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.

JOB NO. 165018

SHEET 5 OF 19 SHEETS



ROSE REINHEIMER TRUST
2017-03090472

RAYMER WAY
PUBLIC STREET PER BOOK
20060427 PAGE 2026 O.R.

NOTE:
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0 30 60 90
1 inch = 30 ft.

SUBDIVISION NO. FM-23-0038
FINAL MAP OF

THE PRESERVE - PHASE 1

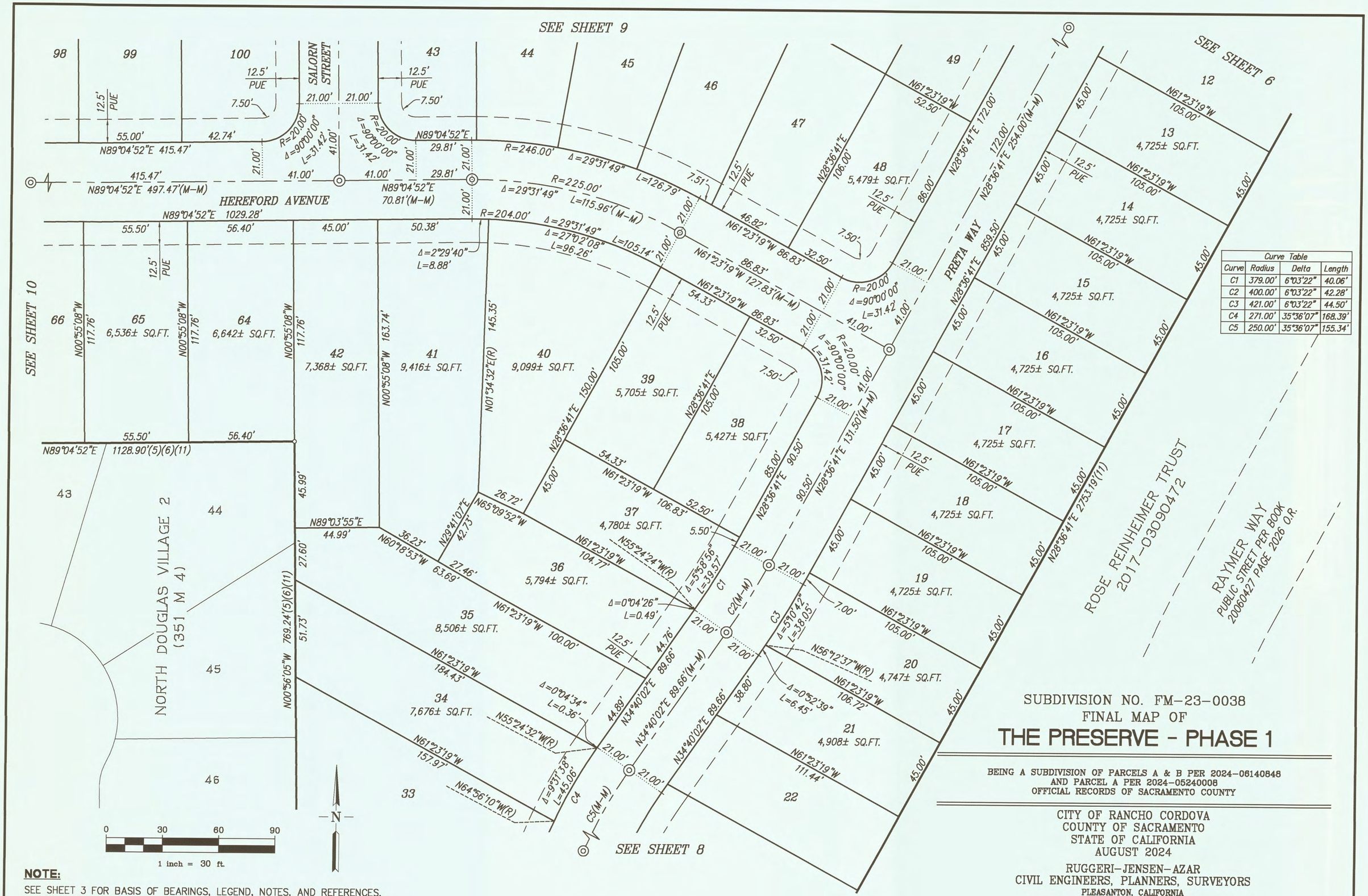
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CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
AUGUST 2024

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

JOB NO. 165018

SHEET 6 OF 19 SHEETS



Curve Table			
Curve	Radius	Delta	Length
C1	379.00'	6°03'22"	40.06'
C2	400.00'	6°03'22"	42.28'
C3	421.00'	6°03'22"	44.50'
C4	271.00'	35°36'07"	168.39'
C5	250.00'	35°36'07"	155.34'

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SUBDIVISION NO. FM-23-0038
FINAL MAP OF

THE PRESERVE - PHASE 1

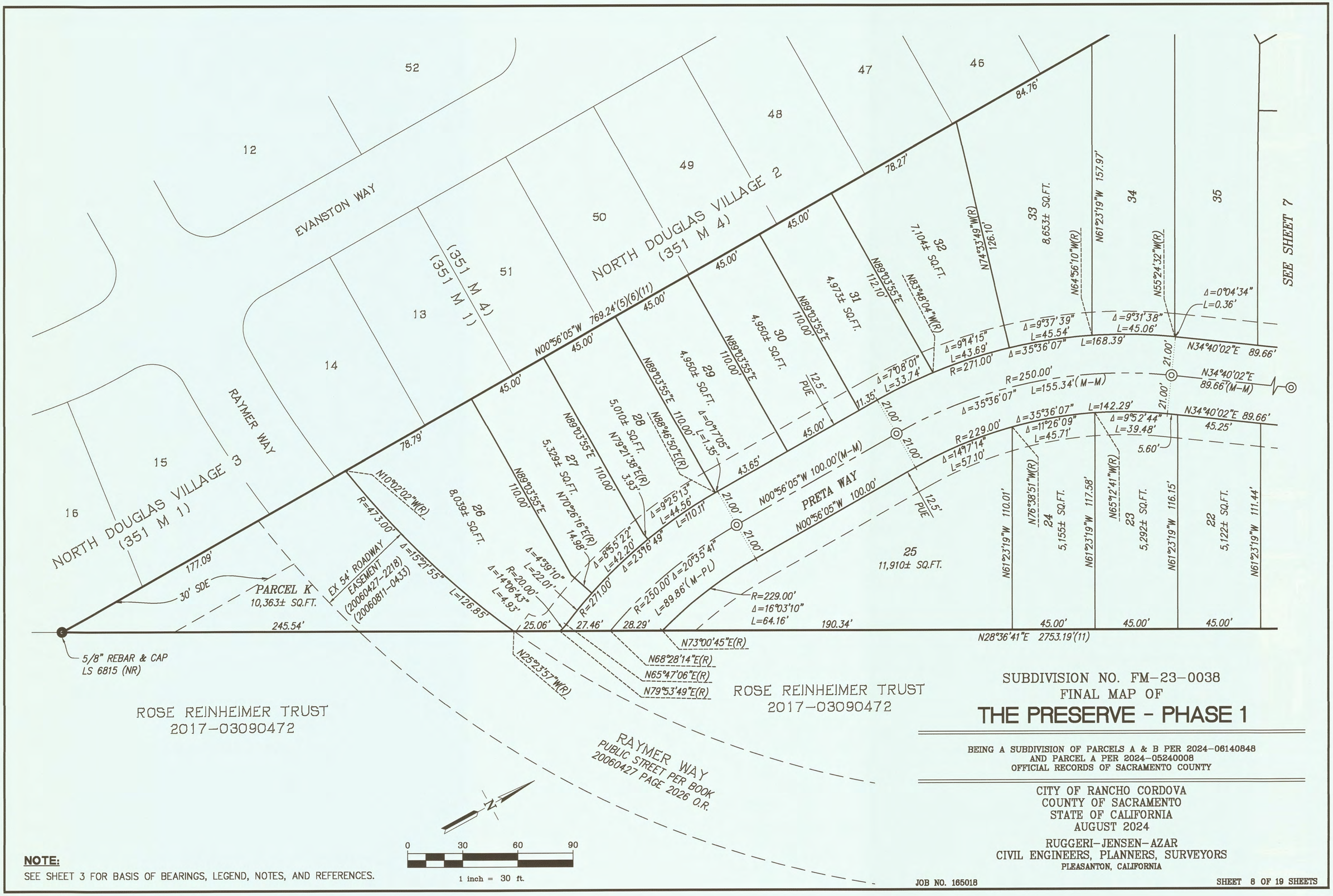
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CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
AUGUST 2024

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

JOB NO. 165018

SHEET 7 OF 19 SHEETS



NOTE:

SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.

SUBDIVISION NO. FM-23-0038

FINAL MAP OF

THE PRESERVE - PHASE 1

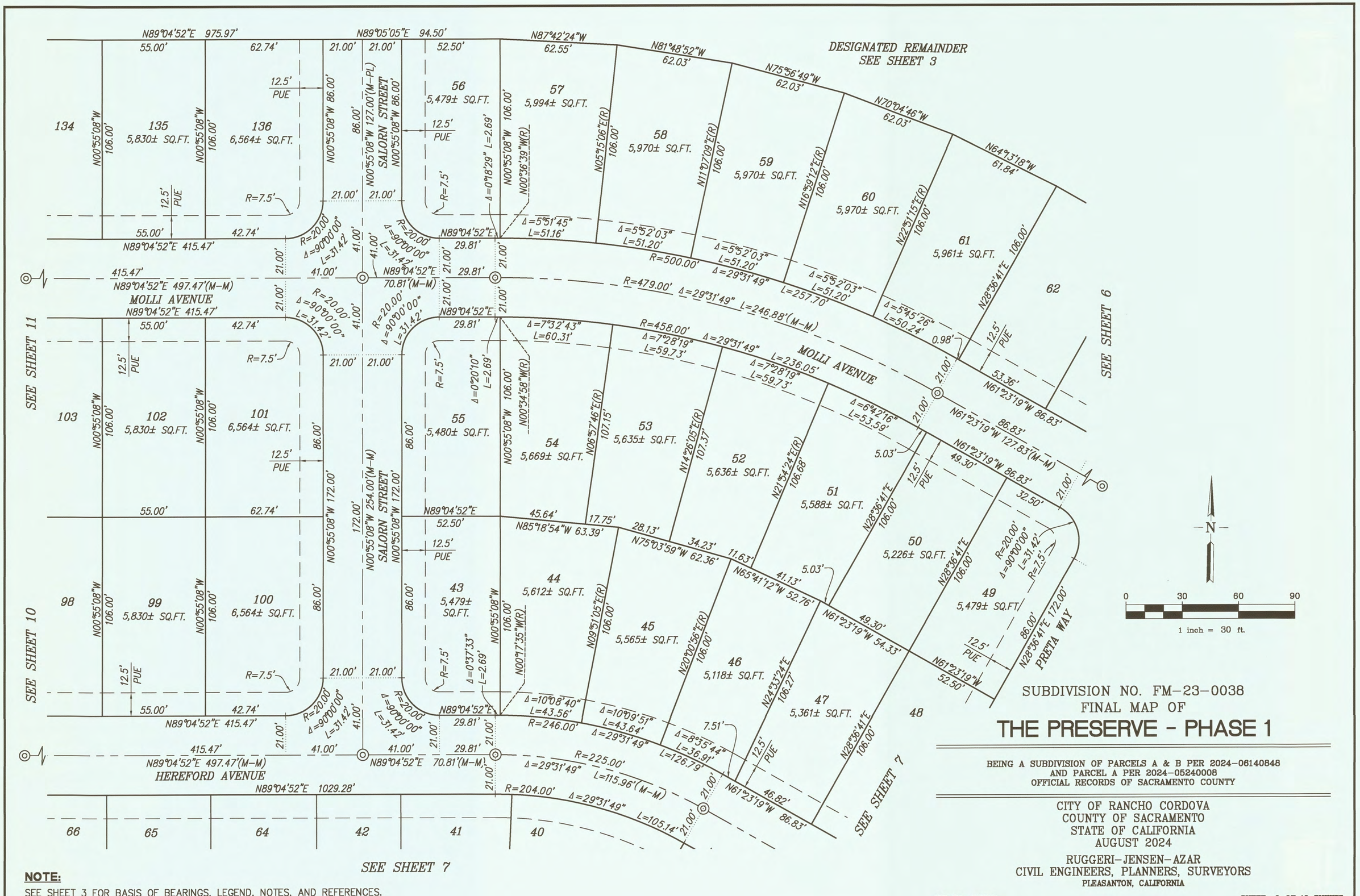
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CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
AUGUST 2024

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

JOB NO. 165018

SHEET 8 OF 19 SHEETS



SUBDIVISION NO. FM-23-0038

FINAL MAP OF

THE PRESERVE - PHASE 1

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OFFICIAL RECORDS OF SACRAMENTO COUNTY

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
AUGUST 2024

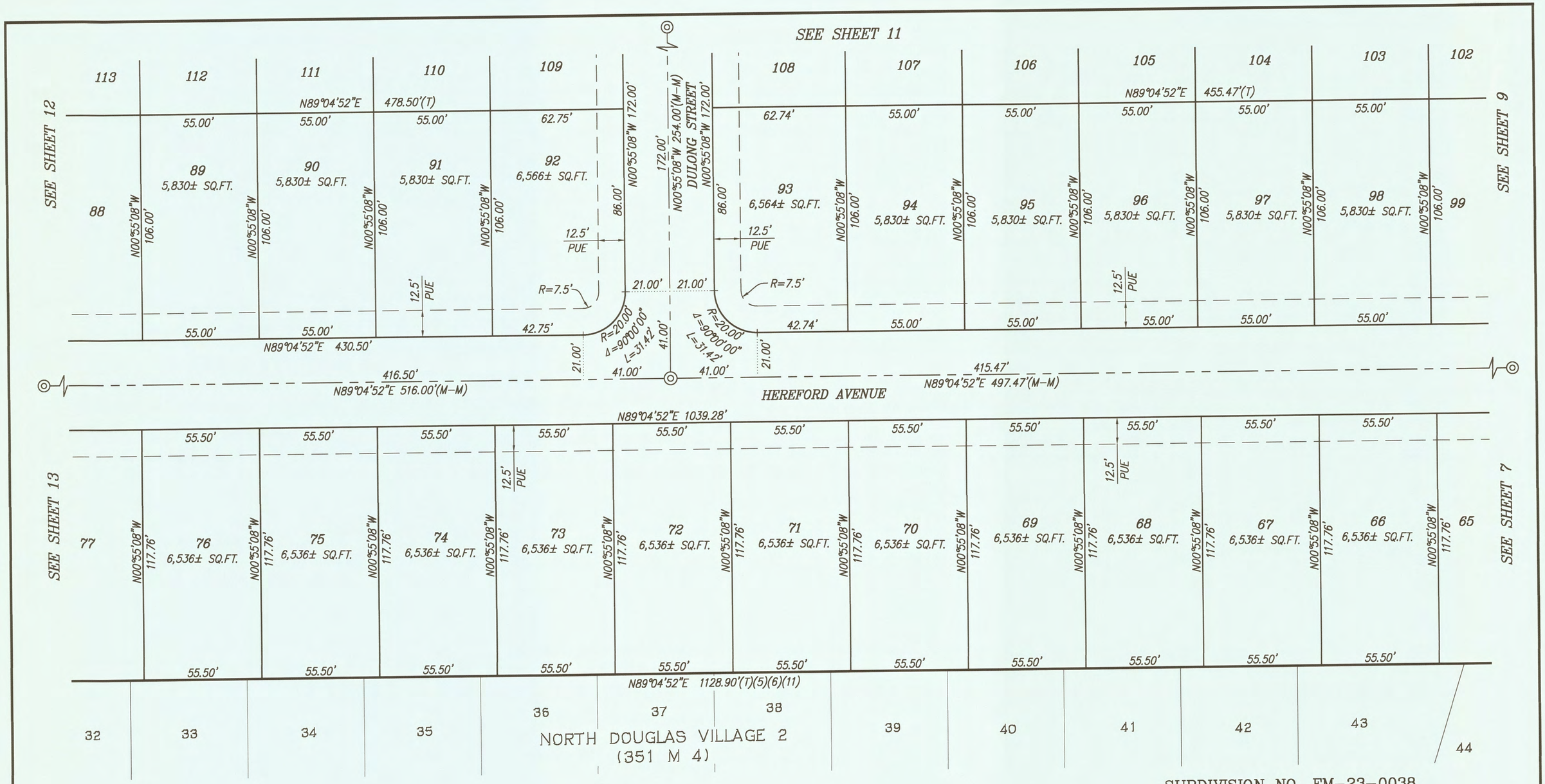
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

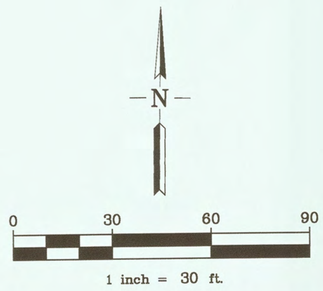
NOTE:

SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.

JOB NO. 165018

SHEET 9 OF 19 SHEETS





SUBDIVISION NO. FM-23-0038

FINAL MAP OF

THE PRESERVE - PHASE 1

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AND PARCEL A PER 2024-05240008
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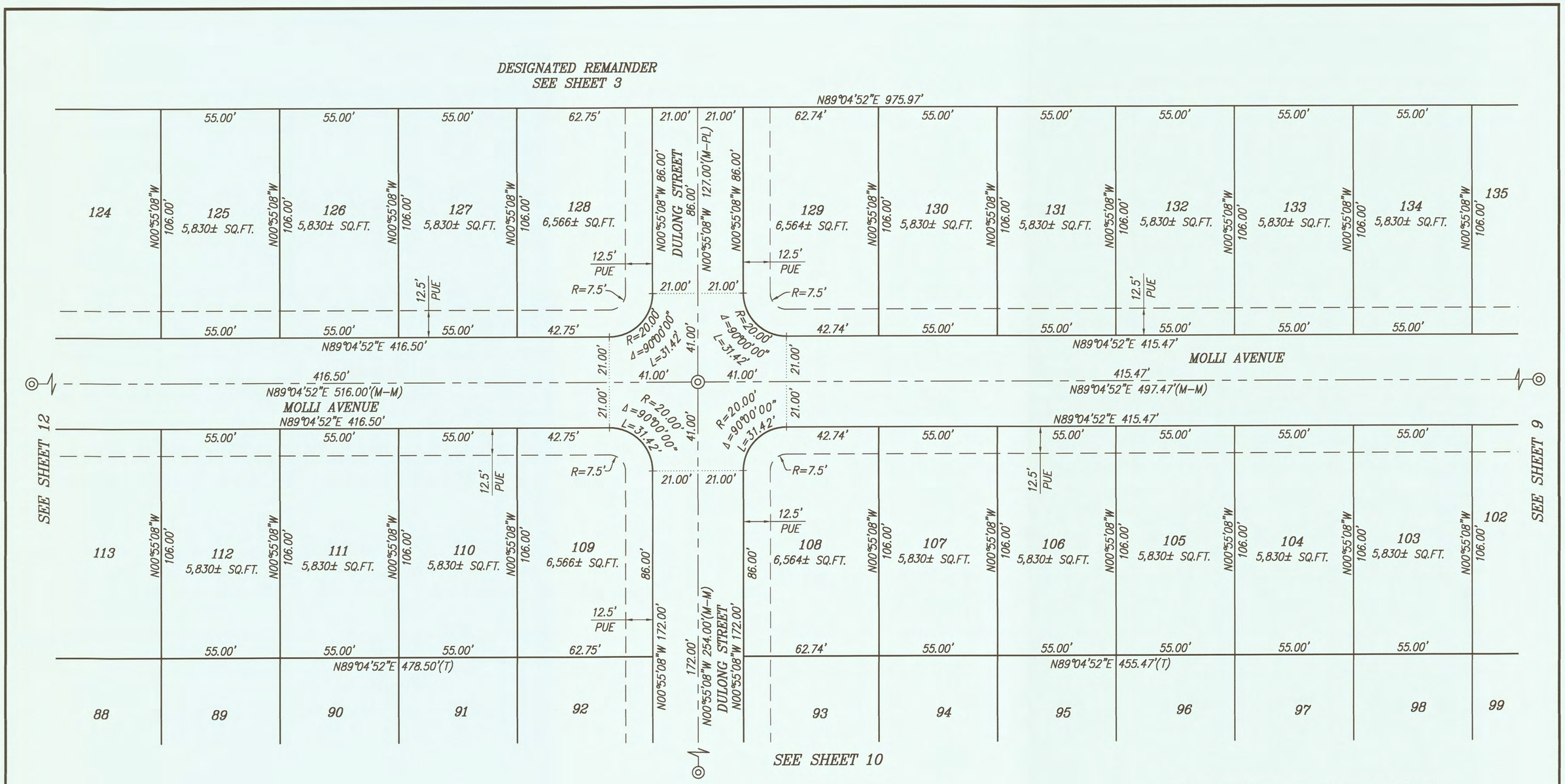
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
AUGUST 2024

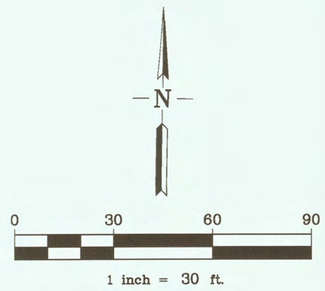
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

NOTE:
SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.

JOB NO. 165018

SHEET 10 OF 19 SHEETS





SUBDIVISION NO. FM-23-0038

FINAL MAP OF

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OFFICIAL RECORDS OF SACRAMENTO COUNTY

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
AUGUST 2024

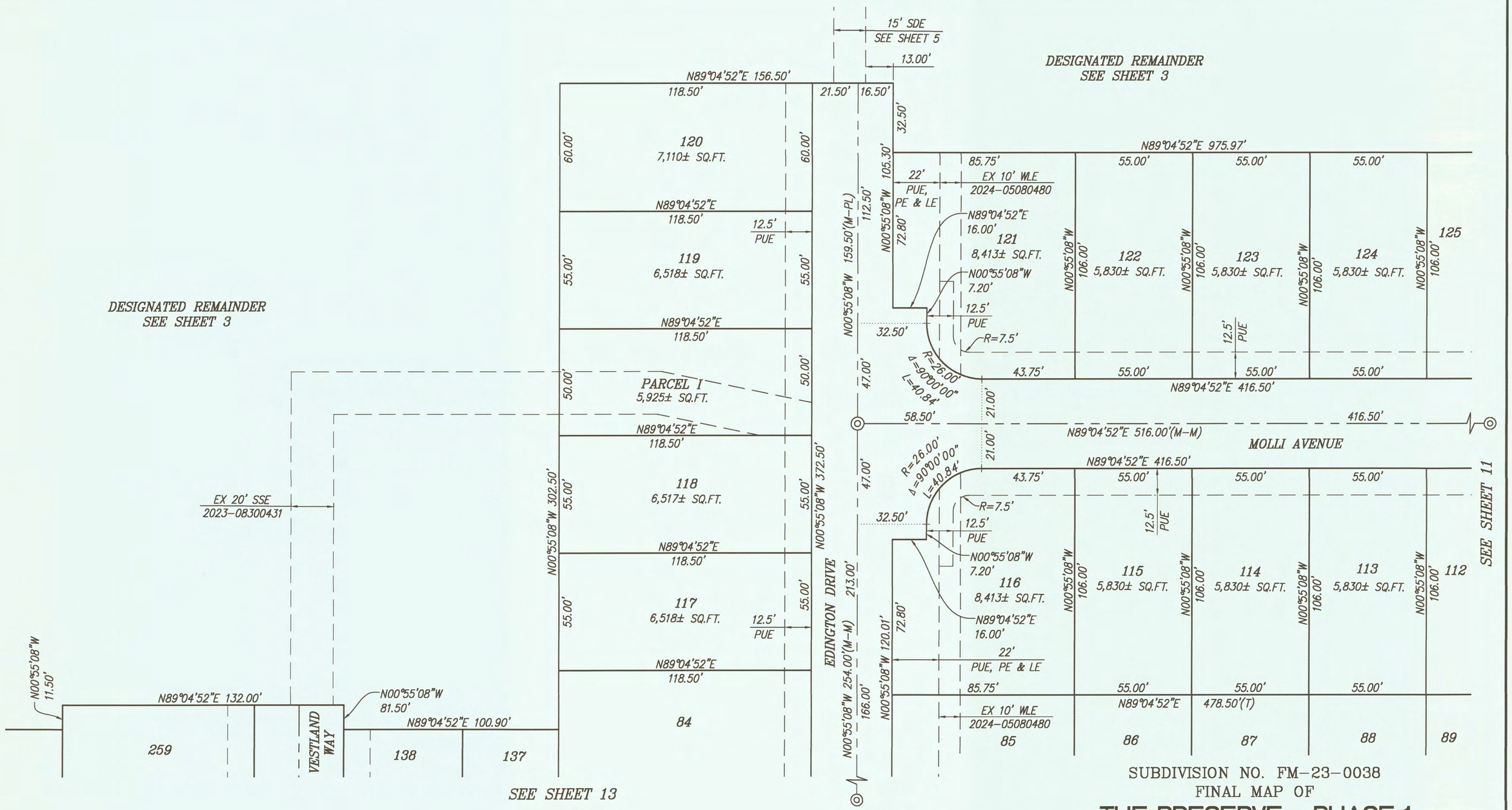
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

NOTE:

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JOB NO. 165018

SHEET 11 OF 19 SHEETS



SUBDIVISION NO. FM-23-0038

FINAL MAP OF

THE PRESERVE - PHASE 1

BEING A SUBDIVISION OF PARCELS A & B PER 2024-06140848
AND PARCEL A PER 2024-05240008
OFFICIAL RECORDS OF SACRAMENTO COUNTY

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
AUGUST 2024

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

NOTE:

SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.

JOB NO. 165018

SHEET 12 OF 19 SHEETS

DESIGNATED REMAINDER
SEE SHEET 3

SEE SHEET 12

EX 20' SSE
2023-08300431

259
4,050± SQ.FT.

258
4,999± SQ.FT.

257

138
4,945± SQ.FT.

137
4,050± SQ.FT.

84
6,518± SQ.FT.

83
7,320± SQ.FT.

EDINGTON DRIVE

116 | 115 | 114 | 113 | 112

85
8,533± SQ.FT.

86
5,830± SQ.FT.

87
5,830± SQ.FT.

88
5,830± SQ.FT.

89

22' PUE, PE & LE

EX 10' WLE
2024-05080480

14' PUE

HEREFORD AVENUE

SEE SHEET 15

227

226
4,804± SQ.FT.

225
5,519± SQ.FT.

222

223
4,804± SQ.FT.

224
5,519± SQ.FT.

BROKENFORK AVENUE

VESTLAND WAY

139
5,211± SQ.FT.

140
4,541± SQ.FT.

141
4,541± SQ.FT.

142
4,541± SQ.FT.

143
4,541± SQ.FT.

144

82
6,837± SQ.FT.

81
6,355± SQ.FT.

80
8,379± SQ.FT.

79
6,536± SQ.FT.

78
6,536± SQ.FT.

77
6,536± SQ.FT.

76

SEE SHEET 10

NORTH DOUGLAS VILLAGE 2
(351 M 4)

29 | 30 | 31 | 32 | 33

SEE SHEET 14

NOTE:
SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.

1 inch = 30 ft.

SUBDIVISION NO. FM-23-0038
FINAL MAP OF

THE PRESERVE - PHASE 1

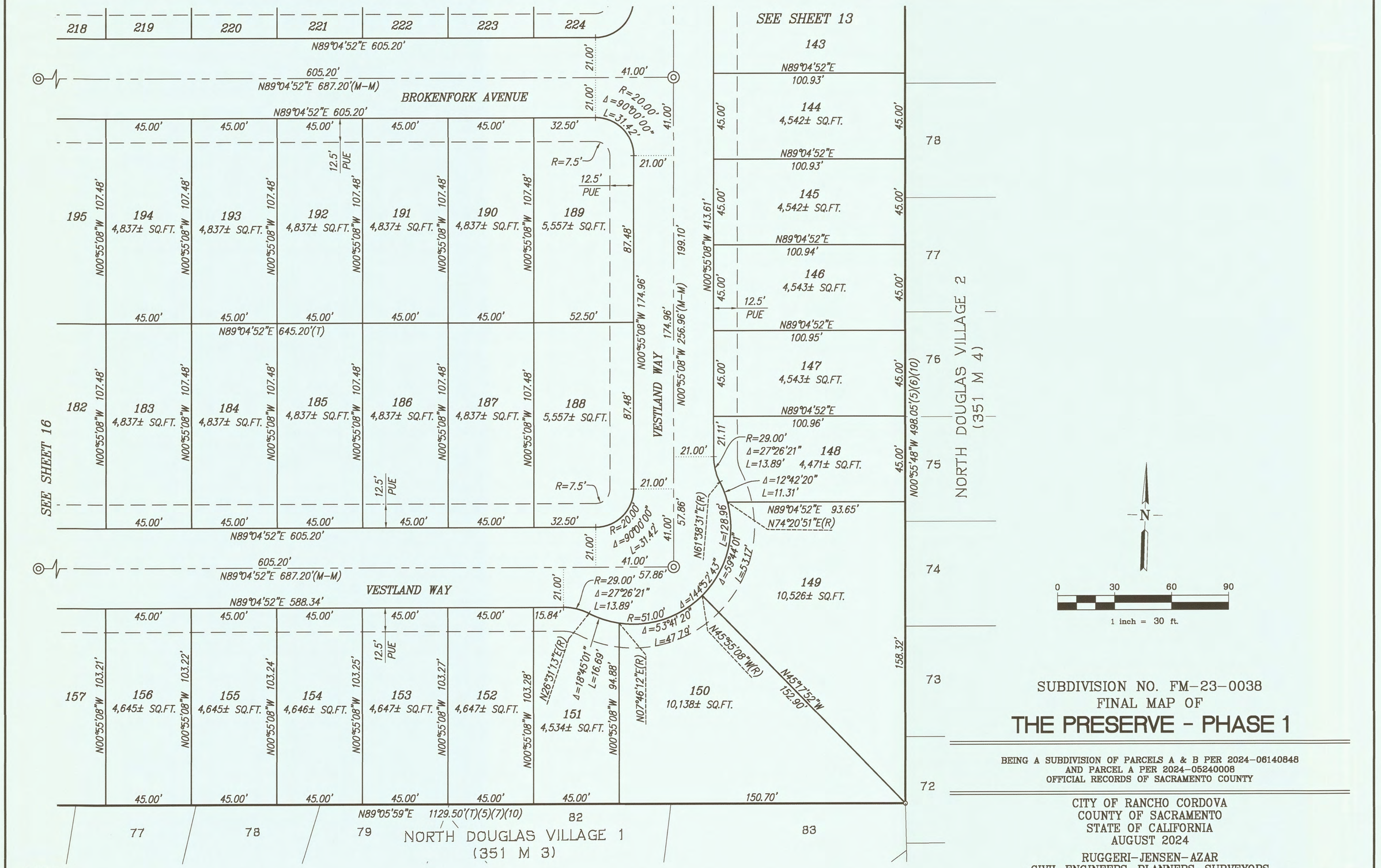
BEING A SUBDIVISION OF PARCELS A & B PER 2024-06140848
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CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
AUGUST 2024

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

JOB NO. 165018

SHEET 13 OF 19 SHEETS



SUBDIVISION NO. FM-23-0038

FINAL MAP OF

THE PRESERVE - PHASE 1

BEING A SUBDIVISION OF PARCELS A & B PER 2024-06140848
AND PARCEL A PER 2024-05240008
OFFICIAL RECORDS OF SACRAMENTO COUNTY

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
AUGUST 2024

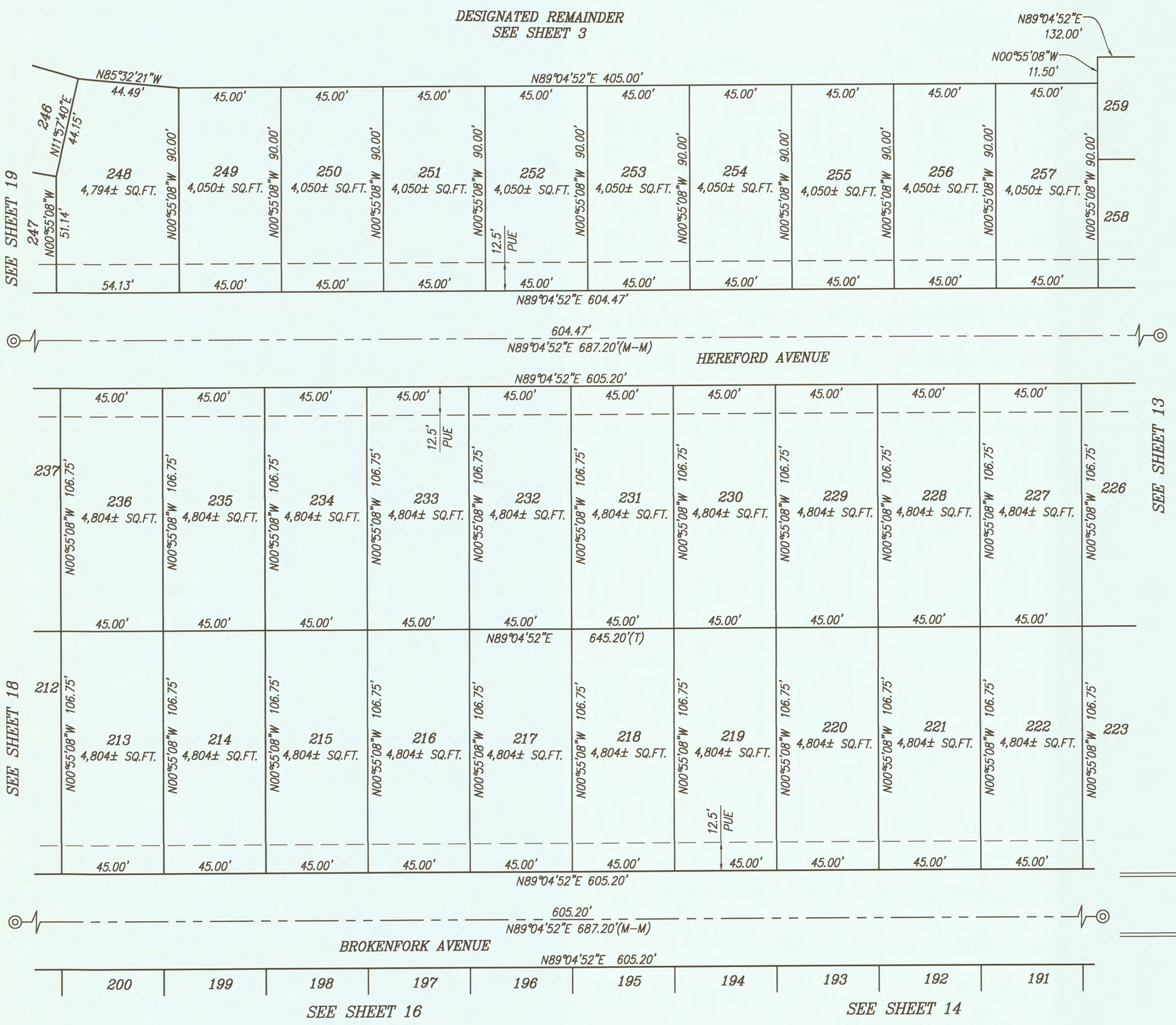
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

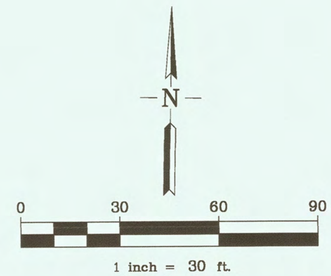
NOTE:

SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.

JOB NO. 165018

SHEET 14 OF 19 SHEETS





SUBDIVISION NO. FM-23-0038

FINAL MAP OF

THE PRESERVE - PHASE 1

BEING A SUBDIVISION OF PARCELS A & B PER 2024-06140848
AND PARCEL A PER 2024-05240008
OFFICIAL RECORDS OF SACRAMENTO COUNTY

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
AUGUST 2024

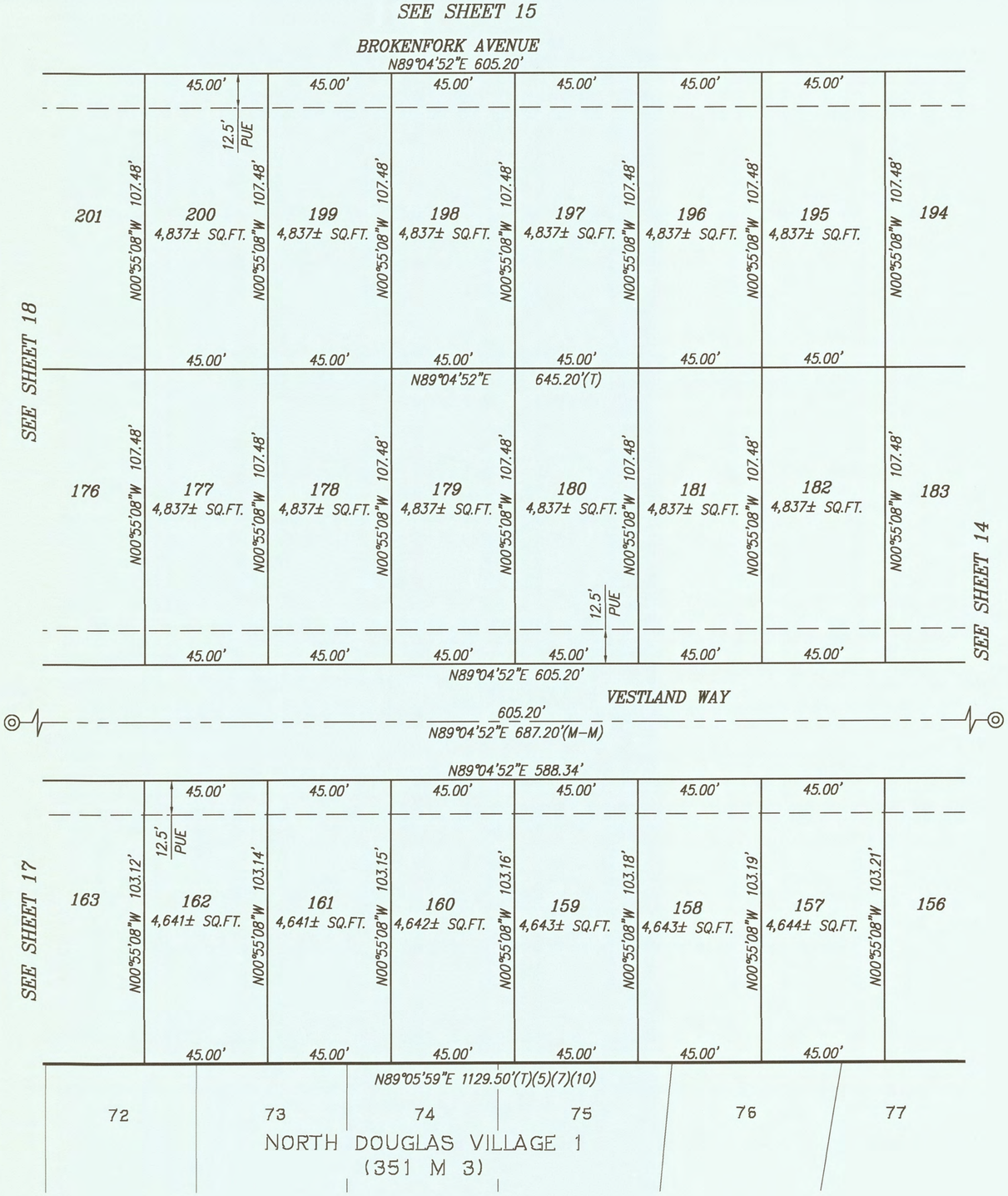
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

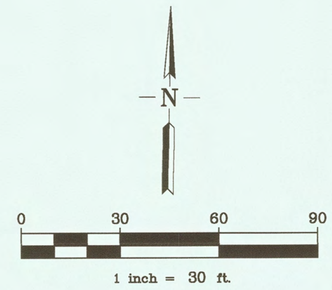
NOTE:

SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.

JOB NO. 165018

SHEET 15 OF 19 SHEETS





SUBDIVISION NO. FM-23-0038

FINAL MAP OF

THE PRESERVE - PHASE 1

BEING A SUBDIVISION OF PARCELS A & B PER 2024-06140848
AND PARCEL A PER 2024-05240008
OFFICIAL RECORDS OF SACRAMENTO COUNTY

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
AUGUST 2024

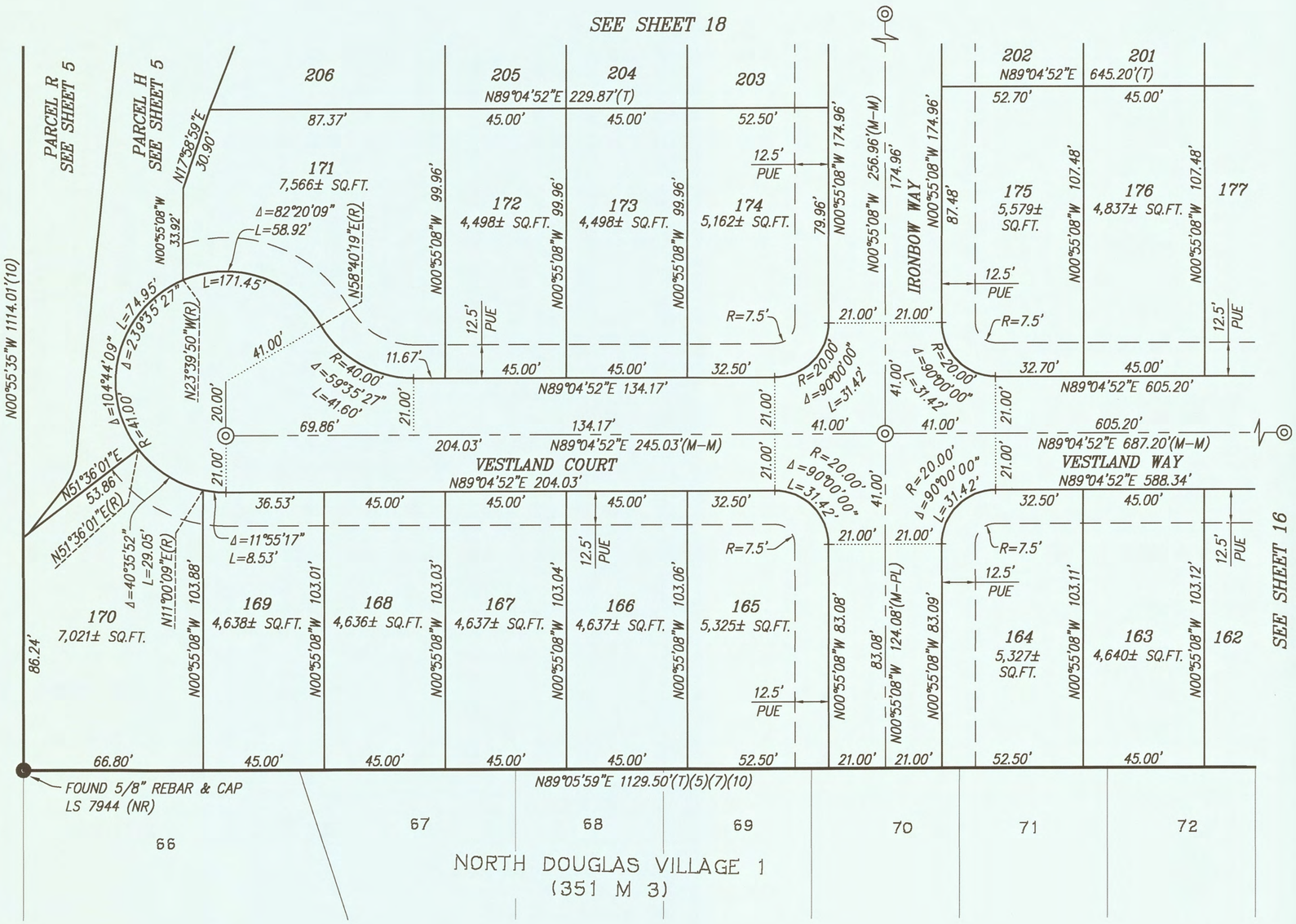
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

NOTE:

SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.

JOB NO. 165018

SHEET 16 OF 19 SHEETS



NOTE:

SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.

SUBDIVISION NO. FM-23-0038

FINAL MAP OF

THE PRESERVE - PHASE 1

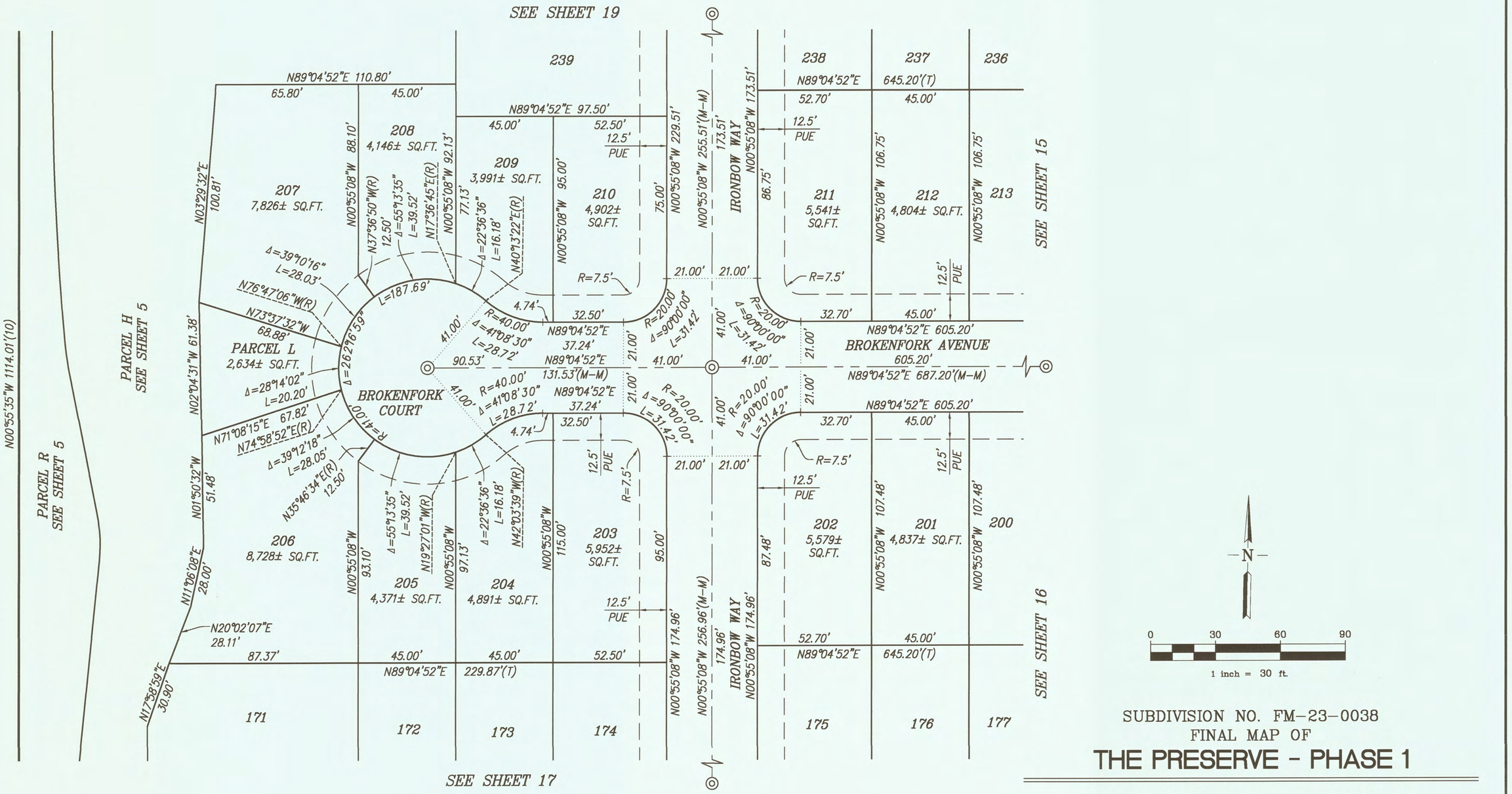
BEING A SUBDIVISION OF PARCELS A & B PER 2024-06140848
AND PARCEL A PER 2024-05240008
OFFICIAL RECORDS OF SACRAMENTO COUNTY

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
AUGUST 2024

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

JOB NO. 165018

SHEET 17 OF 19 SHEETS



SUBDIVISION NO. FM-23-0038

FINAL MAP OF

THE PRESERVE - PHASE 1

BEING A SUBDIVISION OF PARCELS A & B PER 2024-06140848
AND PARCEL A PER 2024-05240008
OFFICIAL RECORDS OF SACRAMENTO COUNTY

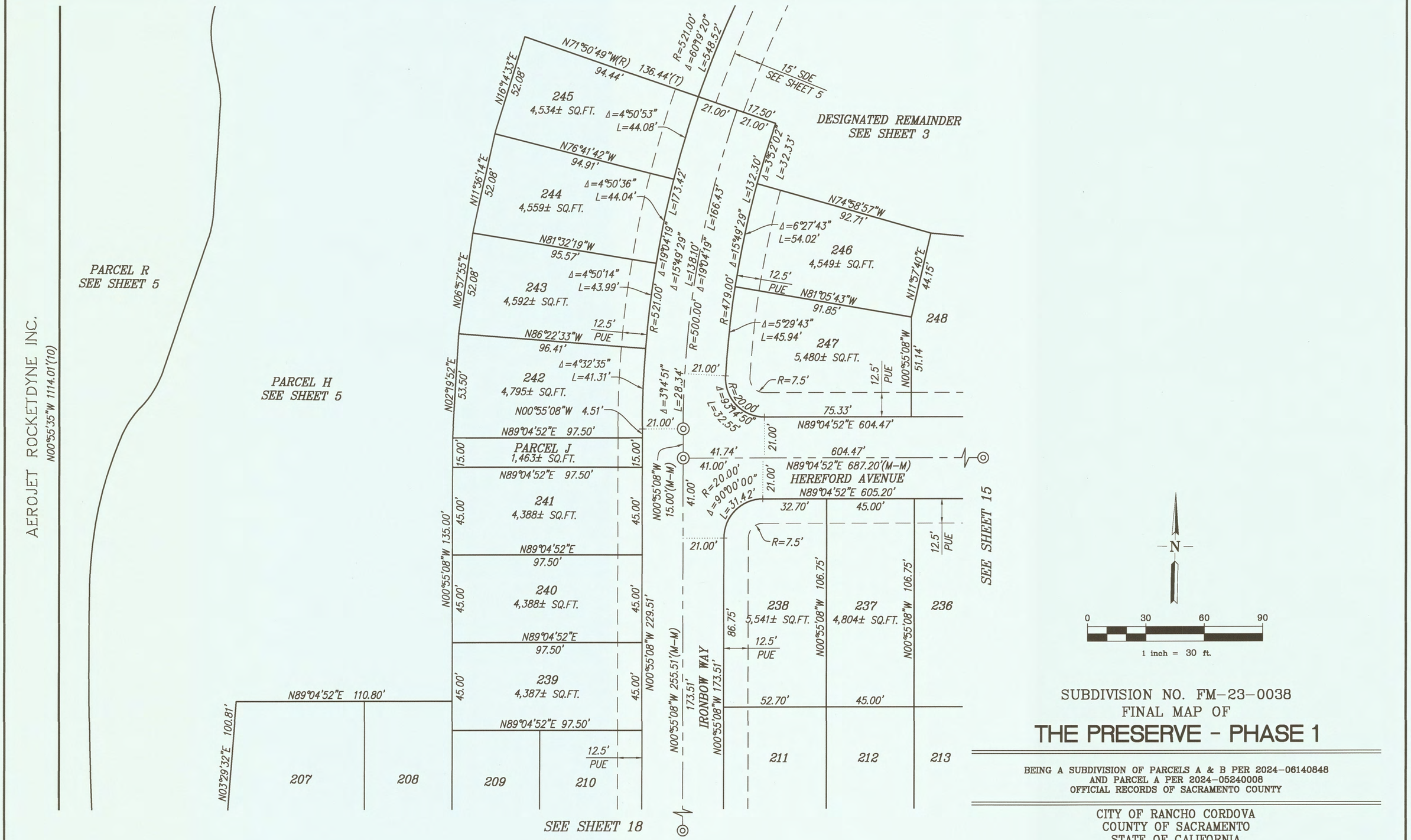
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
AUGUST 2024

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

NOTE:
SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.

JOB NO. 165018

SHEET 18 OF 19 SHEETS



0 30 60 90

1 inch = 30 ft.

SUBDIVISION NO. FM-23-0038

FINAL MAP OF

THE PRESERVE - PHASE 1

BEING A SUBDIVISION OF PARCELS A & B PER 2024-06140848
AND PARCEL A PER 2024-05240008
OFFICIAL RECORDS OF SACRAMENTO COUNTY

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
AUGUST 2024

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

NOTE:

SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.

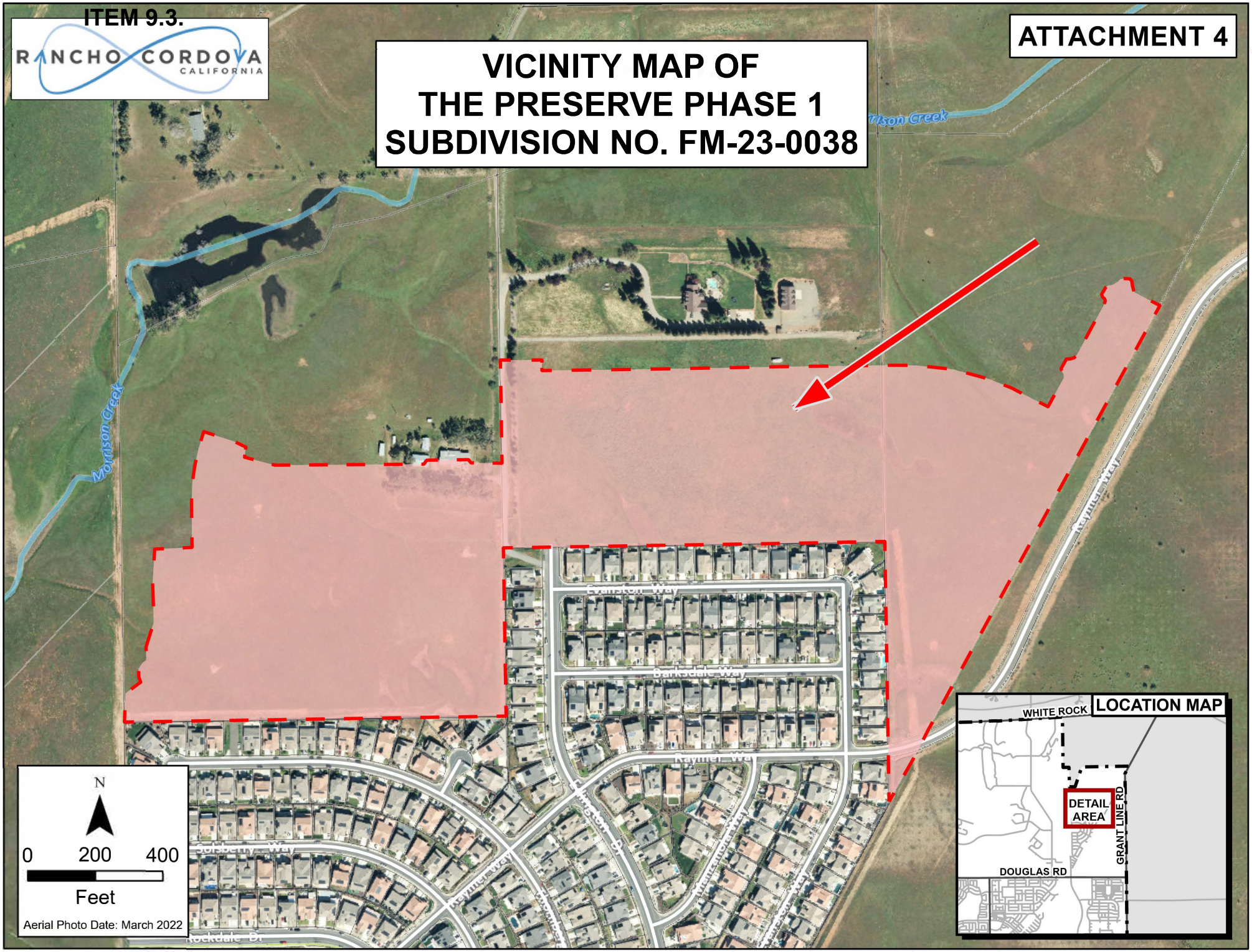
JOB NO. 165018

SHEET 19 OF 19 SHEETS

RANCHO CORDOVA CALIFORNIA

VICINITY MAP OF THE PRESERVE PHASE 1 SUBDIVISION NO. FM-23-0038

ATTACHMENT 4



Path: X:\GIS_Staff\PROJECTS\PUBLIC_WORKS\DEVELOPMENT\SUBDIVISIONS\THE_PRESERVE_PHASE_1\THE_PRESERVE_PHASE_1.aprx | Date: 4/29/2024

MEMORANDUM

ITEM 9.4.

DATE: August 5, 2024

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Quoc Nham, Senior Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE THE FINAL MAP OF SUNRIDGE VILLAGE 4, SUBDIVISION NO. FM-23-0036 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2024-54 WITH CRESLEIGH HOMES CORPORATION**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Subdivision Improvement Agreement Contract No. 2024-54, Attachment 2, guaranteeing the construction of public roads and utilities with Cresleigh Homes Corporation and the recording of the final subdivision map for Sunridge Village 4, FM-23-0036, creating 71 development lots located south of Douglas Road and east of Rancho Cordova Parkway.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act. The City Council approved the Tentative Subdivision Map on September 6, 2022. A copy of the final map, Attachment 3, and copy of the vicinity map, Attachment 4, are included with this letter.

Roads are offered for dedication with this subdivision. Cresleigh Homes Corporation has provided a performance and labor and material bond guaranteeing the construction of the public improvements. MSA Engineering has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Wallace Kuhl & Associates, Inc., dated October 12, 2005, with an Addendum to the soils report prepared by Youngdahl Consulting Group, Inc., dated October 16, 2023.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2023/2024 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact on the City.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2024-54
3. Final Map
4. Vicinity Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF SUNRIDGE VILLAGE 4, SUBDIVISION NO. FM-23-0036, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT NO. 2024-54 WITH CRESLEIGH HOMES CORPORATION

WHEREAS, the City Council approved the Tentative Map on September 6, 2022, per Resolution No. 163-2022; and

WHEREAS, the map is in substantial compliance with the approved Tentative Map; and

WHEREAS, the conditions of approval have been complied with; and

WHEREAS, the map complies with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act; and

WHEREAS, the approval of final maps is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Regulation Section 15268(b)(3) as a ministerial approval; and

WHEREAS, the City desires to enter into a subdivision improvement agreement with the developer to ensure necessary public improvements are completed and secured with a bond.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Final Map of Sunridge Village 4 Subdivision No. FM-23-0036 and does authorize the City Manager to execute Subdivision Improvement Agreement Contract No. 2024-54 with Cresleigh Homes Corporation, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of August 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

SUNRIDGE VILLAGE 4
SUBDIVISION NO. FM-23-0036

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter, "Agreement") entered into this _____ day of _____, 20__, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and **Cresleigh Homes Corporation**, a California corporation (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **Sunridge Village 4 Subdivision No. FM-23-0036** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements**. In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova Municipal Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **24** months of the date of this Agreement.

5. **Payment For Services**. Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova Municipal Code.

6. **Acceptance of Improvements**. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof. Acceptance will be postponed until such time the City determines a public purpose exists. Public Purpose is defined as existence of habitable structures within the subdivision.

7. **Notice of Commencement of Work**. Principal shall notify the City Engineer in writing (email is sufficient) of the commencement of the work of improvements.

8. **Correction of Defects**. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

9. **Indemnity**. Principal shall indemnify and hold harmless with counsel selected by the City, the City of Rancho Cordova, its agents, officers, consultants, and employees ("City") from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

10. **Extension of Completion Date**. If the construction of the work or improvement

should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

11. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova Municipal Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$2,200,000.00** (Two Million Two Hundred Thousand Dollars and Zero Cents). The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

12. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

13. Inspection of Work In Progress. (a) Principal may request The City Engineer

to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

14. Execution By Real Party In Interest. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

15. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

16. City Construction of Improvements. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

17. Interest. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this Agreement and the sum due is certain or reasonably capable of being made certain.

18. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof,

the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

19. Amendments. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

20. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

21. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

22. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

23. Time. Time is of the essence in the performance of each and every term of this Agreement.

SIGNATURE PAGE FOLLOWING

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

CITY OF RANCHO CORDOVA,
California Municipal Corporation

_____
Micah Runner, City Manager

Date: _____

Cresleigh Homes Corporation
California Corporation

_____
Robert Walter, Senior Vice President and General Manager

Date: 5/1/24

ATTEST:

_____
Stacy Leitner, CMC, City Clerk

FINAL MAP OF SUBDIVISION NO. FM-23-0036

SUNRIDGE VILLAGE 4

BEING ALL OF PARCEL 4 OF BOOK 230 OF PARCEL MAPS, PAGE 3 AND A PORTION OF AUDRIS WAY AND HETCH HECHY DRIVE AS SHOWN ON 409 BM 7 ALSO BEING PORTIONS OF FRACTIONAL SECTIONS 9 AND 16, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.M CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, CALIFORNIA

cbg

SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM

CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

~~August~~ ~~JULY~~ 2024
Jan

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS MAP OF SUNRIDGE VILLAGE 4. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. THE UNDERSIGNED OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES TO THE PUBLIC: AURA WAY, HETCH HECHY DRIVE, ALLEY 30, ALLEY 31, ALLEY 32, ALLEY 33, ALLEY 34, ALLEY 35, AND ALLEY 36 SHOWN HEREON AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

(A) EASEMENTS FOR PLANTING AND MAINTAINING LANDSCAPING AND TREES, INSTALLATION AND MAINTENANCE OF SIDEWALKS FOR PUBLIC USE, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND 5 FEET, 10 FEET, 20 FEET AND 23.5 FEET IN WIDTH LYING CONTIGUOUS TO AURA WAY, AUDRIS WAY, CANYONLANDS DRIVE, COBBLE BROOK DRIVE, HETCH HECHY DRIVE, ALLEY 30, ALLEY 31, ALLEY 32, ALLEY 33, ALLEY 34, ALLEY 35, AND ALLEY 36, AND DESIGNATED AS PUBLIC UTILITY EASEMENT (P.U.E.). MAINTENANCE AND REPAIR OF THE SIDEWALK SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

(B) AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS, SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE FEET IN WIDTH, LYING CONTIGUOUS TO AURA WAY, AUDRIS WAY, CANYONLANDS DRIVE, COBBLE BROOK DRIVE, HETCH HECHY DRIVE, ALLEY 30, ALLEY 31, ALLEY 32, ALLEY 33, ALLEY 34, ALLEY 35, AND ALLEY 36, SHOWN HEREON.

(C) RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND 10 FEET IN WIDTH OVER LOTS 49, 54, 58, 59, 64 AND 65 SHOWN HEREON, AND 10 FEET AND 13.5 FEET IN WIDTH LYING CONTIGUOUS TO COBBLE BROOKE DRIVE, HECHY HECHY DRIVE, AND CANYONLANDS DRIVE, AND DESIGNATED AS "PEDESTRIAN EASEMENT" (P.E.). THE MAINTENANCE AND REPAIR OF THE WALKWAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

(D) AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES PERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND 10 FEET AND 13.5 FEET IN WIDTH LYING CONTIGUOUS TO COBBLE BROOKE DRIVE, HECHY HECHY DRIVE, AND CANYONLANDS DRIVE, AND DESIGNATED AS "LANDSCAPING EASEMENT" (L.E.), SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. THE MAINTENANCE AND REPLANTING OF THE LANDSCAPE STRIP SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

CRESLEIGH HOMES CORPORATION, A CALIFORNIA CORPORATION

BY: _____

PRINT NAME: Robert Walter

TITLE: Vice President

DATE: 6/20/24

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, LENGTH, DELTA , CHORD BEARING AND DISTANCE.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THERE OF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA OF THIS "SUNRIDGE VILLAGE 4" SUBDIVISION CONTAINS 8.16 ACRES GROSS MORE OR LESS, CONSISTING OF 71 RESIDENTIAL LOTS.
5. ALL REAR LOT CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR WITH A PLASTIC CAP STAMPED "LS 7960". WHERE MONUMENTS FALL ADJACENT TO A RETAINING WALL, SOUNDWALL OR CONCRETE FOOTING OR EXISTING FENCE A 5/8" REBAR WITH A PLASTIC CAP STAMPED "LS 7960" WILL BE SET ON THE SIDE LOT LINE 2.00' FROM THE REAR LOT CORNER.
6. A 1-5/32" BRASS DISK STAMPED "LS 7960" WILL BE SET IN THE SIDEWALK ON THE PRODUCTION OF THE SIDE LOT LINES 1.00' FOOT FROM THE PROPERTY CORNER OR 1.00' OR 10.00' OFFSET FROM THE THE FRONT CORNER ON THE SIDE LOT LINE.
7. A MASONRY BLOCK WALL IS PROPOSED ALONG THE EASTERN BOUNDARY OF THIS SUBDIVISION AND LOCATED UPON LOTS 32 THROUGH 44, INCLUSIVE. IT IS THE RESPECTIVE PROPERTY OWNER'S RESPONSIBILITY TO MAINTAIN SAID WALL.

NOTARY'S 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 CA _____)
) SS
COUNTY OF Placer _____)

ON June 20, 2024 _____ BEFORE ME,
Danielle Wingfield _____; A NOTARY PUBLIC, PERSONALLY
APPEARED Robert Walter _____ 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: Danielle Wingfield

NOTARY PRINTED NAME: Danielle Wingfield

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY.

MY NOTARY COMMISSION NO. 2335568

MY COMMISSION EXPIRES ON: October 13, 2024

SURVEYOR'S STATEMENT

THIS MAP OF SUNRIDGE VILLAGE 4 WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CRESLEIGH HOMES CORPORATION, A CALIFORNIA CORPORATION IN JULY, 2021. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED. THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE JUNE 18, 2024

_____
MARK H. WEHBER LS 7960

LICENSED LAND SURVEYOR
MARK H. WEHBER
7960
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF SUNRIDGE VILLAGE 4 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ _____
CITY ENGINEER, ALBERT STRICKER DATE
R.C.E. 64057
EXPIRATION DATE: 09/30/2024

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

_____ _____
LAND SURVEYOR, JOCELYN L. LIMAS DATE
P.L.S. 9596

LICENSED LAND SURVEYOR
JOCELYN L. LIMAS
9596
EXPIRES
3-31-25
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS MAP OF SUNRIDGE VILLAGE 4 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL RIGHTS-OF-WAYS AND EASEMENTS, SHOWN HEREON AS THE PUBLIC DRIVE, WAYS, AND ALLEYS TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

PURSUANT TO SECTION 66434 (G) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF RANCHO CORDOVA DOES HEREBY ABANDON AND VACATE IN ITS ENTIRETY THE FOLLOWING:

1. ALL THAT PORTION OF HETCH HECHY DRIVE AS OFFERED AND ACCEPTED ON FINAL MAP OF SUBDIVISION NO. RC-03-027.1 SUNRIDGE VILLAGE 1, RECORDED MARCH 11, 2019 IN BOOK 409 OF MAP AT PAGE 7, SACRAMENTO COUNTY RECORDS DESIGNATED AS HETCH HECHY DRIVE STREET VACATION.
2. ALL THAT PROTION OF AUDRIS WAY AS OFFERED AND ACCEPTED ON FINAL MAP OF SUBDIVISION NO. RC-03-027.1, SUNRIDGE VILLAGE 1, RECORDED MARCH 11, 2019 IN BOOK 409 OF MAPS AT PAGE 7, SACRAMENTO COUNTY RECORDS, DESIGNATED AS AUDRIS WAY STREET VACATION.

_____ _____
DATE CLERK OF THE CITY COUNCIL
CITY OF RANCHO CORDOVA, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS ___ DAY OF _____, 20 ___, AT ____ M. IN BOOK _____ OF MAPS AT PAGE _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE

No. _____ ON FILE IN THIS OFFICE.

FILE No. _____

_____
DONNA ALLRED, COUNTY RECORDER

BY: _____
COUNTY RECORDER DEPUTY

FINAL MAP OF SUBDIVISION NO. FM-23-0036
SUNRIDGE VILLAGE 4

BEING ALL OF PARCEL 4 OF BOOK 230 OF PARCEL MAPS, PAGE 3 AND A PORTION OF AUDRIS WAY AND HETCH HECHY DRIVE AS SHOWN ON 409 BM 7 ALSO BEING PORTIONS OF FRACTIONAL SECTIONS 9 AND 16, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.M CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, CALIFORNIA

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ROSEVILLE ▪ (916)788-4456
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SCALE: 1" = 80'
SHEET 2 OF 5

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N25°50'06"E	18.08'
L2	N89°18'33"E	8.09'
L3	N63°54'56"W	18.16'
L4	N0°24'56"W	4.00'
L5	N0°24'56"W	5.00'
L6	N77°31'39"E	40.00'
L7	N0°24'56"W	4.00'
L8	N0°24'56"W	4.00'
L9	N89°54'33"E	40.00'
L10	N0°24'56"W	4.00'
L11	N89°15'36"E	5.00'
L12	N89°15'36"W	4.02'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	23.65'	15.00'	90°19'28"	N44°25'20"E	21.27'
C2	31.30'	20.00'	89°40'32"	N45°34'40"W	28.20'
C3	39.41'	25.00'	90°19'28"	N44°25'20"E	35.46'
C4	19.34'	180.00'	6°09'22"	N9°23'40"W	19.33'
C5	27.21'	20.00'	77°56'34"	N51°26'38"W	25.16'
C6	31.53'	20.00'	90°19'28"	N44°25'20"E	28.36'
C7	31.30'	20.00'	89°40'32"	N45°34'40"W	28.20'
C8	17.52'	184.00'	5°27'17"	N3°28'03"W	17.51'

LEGEND

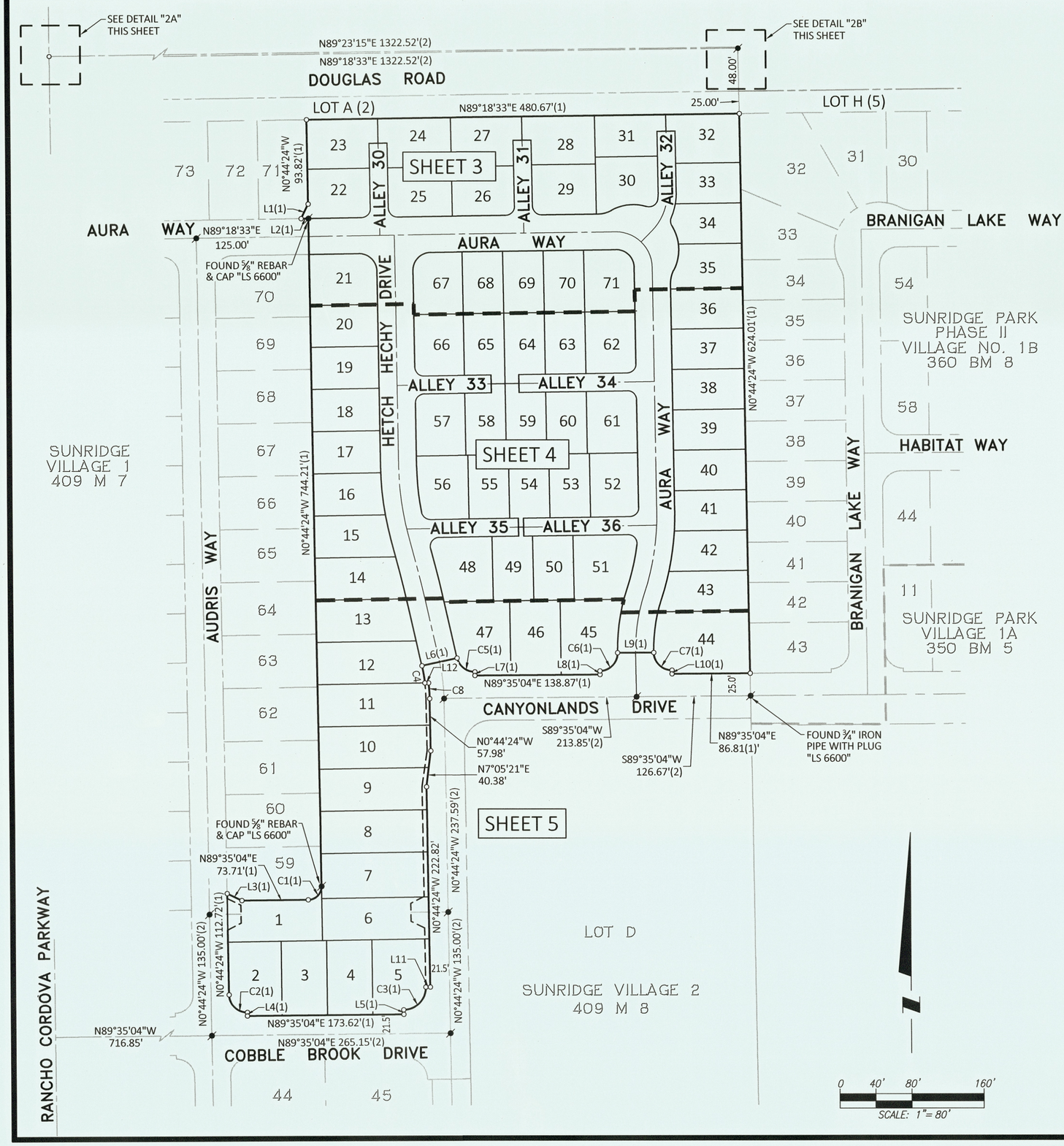
- ...FOUND ¾" IRON PIPE WITH PLUG "LS 6600" UNLESS OTHERWISE SO NOTED
- ...FOUND SECTION CORNER AS NOTED
- ...SET 5/8" REBAR WITH A PLASTIC CAP STAMPED "LS 7960"
- ...SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 7960"
- ...DIMENSION POINT NOTHING FOUND NOTHING SET
- [ ] ...RECORD BEARING AND DISTANCE
- B.M. ...BOOK OF MAPS
- P.M. ...PARCEL MAP
- P.U.E. ...PUBLIC UTILITY EASEMENT
- P.E. ...PEDESTRIAN EASEMENT
- OA ...OVERALL
- S.F. ...SQUARE FEET
- O.R. ...OFFICIAL RECORDS OF SACRAMENTO COUNTY
- L.E. ...LANDSCAPE EASEMENT

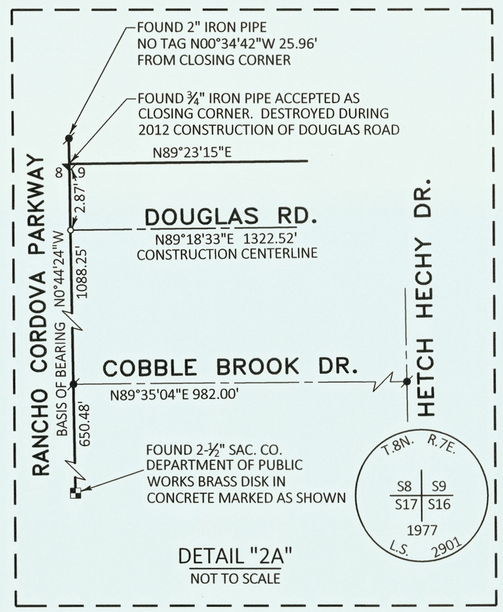
BASIS OF BEARINGS

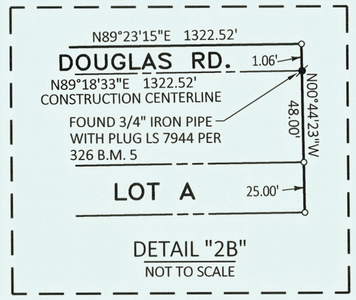
THE BASIS OF BEARINGS FOR THIS MAP IS THE WEST LINE OF FRACTIONAL SECTION 9, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.M., AS SHOWN ON BOOK 326 OF MAPS, AT PAGE 5, OFFICIAL RECORDS OF SACRAMENTO COUNTY AND ESTABLISHED BY FOUND MONUMENTS SHOWN HEREON. THE BEARING IS N0°44'24"W.

REFERENCE

(1) ...230 P.M. 3
(2) ...409 B.M. 7
(3) ...360 B.M. 8
(4) ...409 B.M. 8
(5) ...408 B.M. 1







FINAL MAP OF SUBDIVISION NO. FM-23-0036

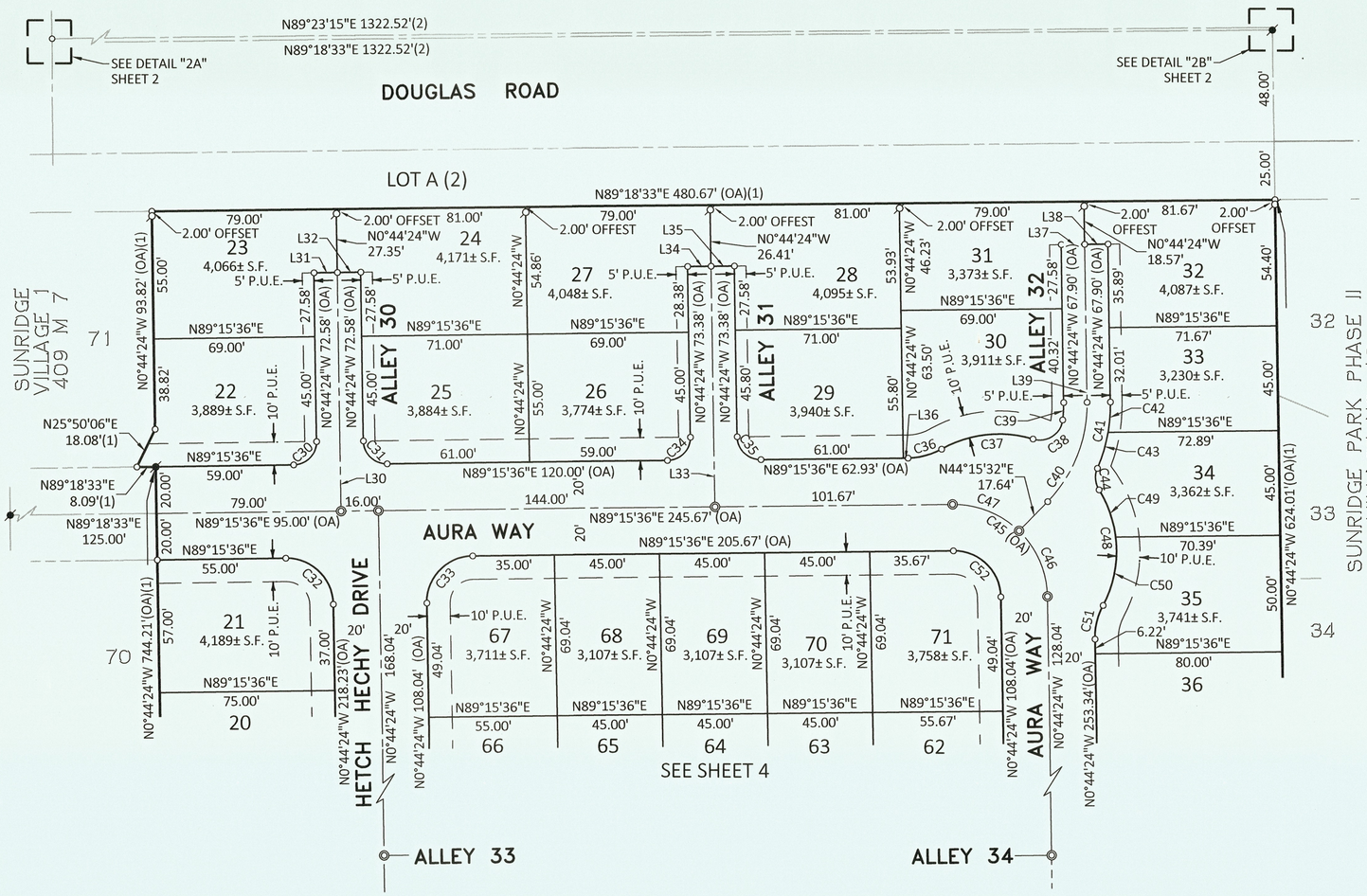
SUNRIDGE VILLAGE 4

BEING ALL OF PARCEL 4 OF BOOK 230 OF PARCEL MAPS, PAGE 3 AND A
PORTION OF AUDRIS WAY AND HETCH HECHY DRIVE AS SHOWN ON 409 BM 7
ALSO BEING PORTIONS OF FRACTIONAL SECTIONS 9 AND 16,
TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.M
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, CALIFORNIA

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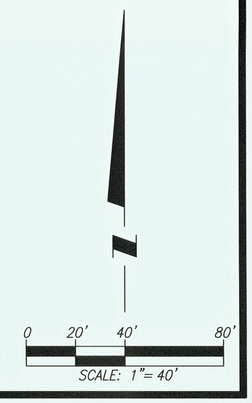
SCALE: 1" = 40' August ~~JULY~~ 2024
SHEET 3 OF 5

SEE SHEET 1 FOR NOTES
SEE SHEET 2 FOR LEGEND
AND BASIS OF BEARINGS



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C30	15.71'	10.00'	90°00'00"	N44°15'36"E	14.14'
C31	15.71'	10.00'	90°00'00"	N45°44'24"W	14.14'
C32	31.42'	20.00'	90°00'00"	N45°44'24"W	28.28'
C33	31.42'	20.00'	90°00'00"	N44°15'36"E	28.28'
C34	15.71'	10.00'	90°00'00"	N44°15'36"E	14.14'
C35	15.71'	10.00'	90°00'00"	N45°44'24"W	14.14'
C36	15.12'	30.00'	28°52'20"	N74°49'26"E	14.96'
C37	40.42'	50.00'	46°19'03"	N83°32'48"E	39.33'
C38	17.25'	10.00'	98°49'22"	N57°17'38"E	15.19'
C39	7.52'	50.00'	8°37'22"	N3°34'17"E	7.52'
C40	47.12'	60.00'	44°59'56"	N21°45'34"E	45.92'
C41	29.30'	70.00'	23°58'43"	N11°14'57"E	29.08'
C42	13.07'	70.00'	10°41'45"	N4°36'29"E	13.05'
C43	16.23'	70.00'	13°16'58"	N16°35'50"E	16.19'
C44	9.56'	10.00'	54°46'55"	N4°09'09"W	9.20'
C45	62.83'	40.00'	90°00'00"	N45°44'24"W	56.57'
C46	31.41'	40.00'	44°59'53"	N23°14'20"W	30.61'
C47	31.42'	40.00'	45°00'07"	N68°14'20"W	30.62'
C48	52.01'	50.00'	59°35'44"	N1°44'45"W	49.69'
C49	21.63'	50.00'	24°46'53"	N19°09'10"W	21.46'
C50	30.38'	50.00'	34°48'51"	N10°38'42"E	29.92'
C51	15.08'	30.00'	28°47'32"	N13°39'22"E	14.92'
C52	31.42'	20.00'	90°00'00"	N45°44'24"W	28.28'

LINE TABLE		
LINE #	BEARING	DISTANCE
L30	N0°44'24"W	102.58'
L31	N89°15'36"E	10.00'
L32	N89°15'36"E	10.00'
L33	N0°44'24"W	103.38'
L34	N89°15'36"E	10.00'
L35	N89°15'36"E	10.00'
L36	N89°15'36"E	1.93'
L37	N89°15'36"E	10.00'
L38	N89°15'36"E	10.00'
L39	N0°44'24"W	67.90'



FINAL MAP OF SUBDIVISION NO. FM-23-0036

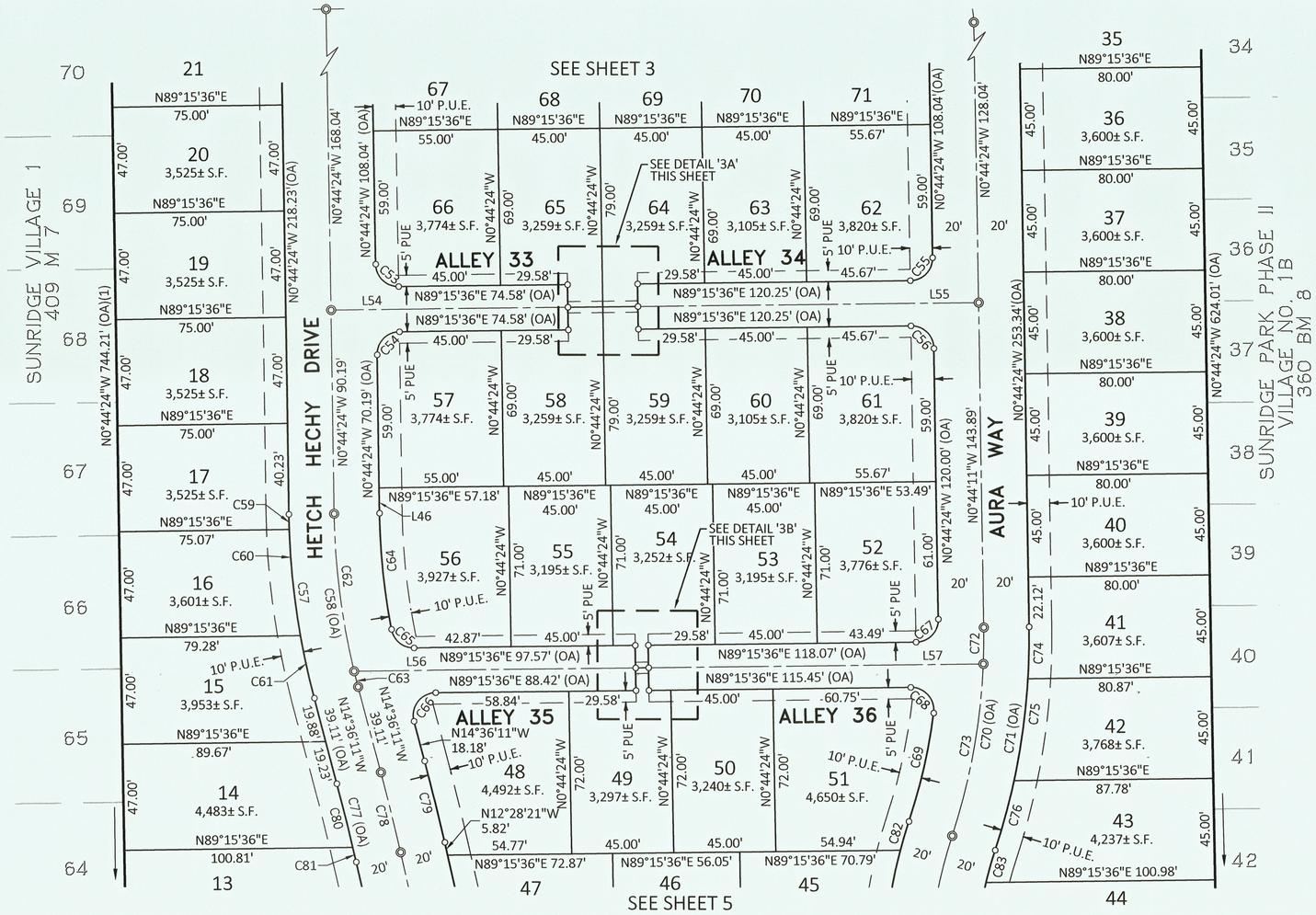
SUNRIDGE VILLAGE 4

BEING ALL OF PARCEL 4 OF BOOK 230 OF PARCEL MAPS, PAGE 3 AND A PORTION OF AUDRIS WAY AND HETCH HECHY DRIVE AS SHOWN ON 409 BM 7
ALSO BEING PORTIONS OF FRACTIONAL SECTIONS 9 AND 16,
TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.M
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, CALIFORNIA

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SCALE: 1" = 40' ~~JULY~~ August 2024
SHEET 4 OF 5

SEE SHEET 1 FOR NOTES
SEE SHEET 2 FOR LEGEND
AND BASIS OF BEARINGS


SUNRIDGE VILLAGE 1
409 M 7
HETCH HECHY DRIVE
AURA WAY
SUNRIDGE PARK PHASE II
VILLAGE NO. 1B
360 BM 8
SEE SHEET 3
SEE SHEET 5
ALLEY 33
ALLEY 34
ALLEY 35
ALLEY 36
SEE DETAIL '3A' THIS SHEET
SEE DETAIL '3B' THIS SHEET
10' P.U.E.
5' PUE
20' PUE
N89°15'36"E 74.58' (OA)
N89°15'36"E 120.25' (OA)
N89°15'36"E 97.57' (OA)
N89°15'36"E 118.07' (OA)
N89°15'36"E 88.42' (OA)
N89°15'36"E 115.45' (OA)
N0°44'24"W 744.21' (OA)(1)
N0°44'24"W 218.23'(OA)
N0°44'24"W 168.04'
N0°44'24"W 108.04' (OA)
N0°44'24"W 108.04'(OA)
N0°44'24"W 128.04'
N0°44'24"W 90.19'
N0°44'24"W 70.19' (OA)
N0°44'24"W 253.34'(OA)
N0°44'24"W 624.01' (OA)
N0°44'11"W 143.89'
N0°44'24"W 120.00' (OA)
N14°36'11"W 39.11' (OA)
N14°36'11"W 39.11'
N12°28'21"W 5.82'
N89°15'36"E 72.87'
N89°15'36"E 56.05'
N89°15'36"E 70.79'
N89°15'36"E 100.98'
N89°15'36"E 57.18'
N89°15'36"E 53.49'
N89°15'36"E 79.28'
N89°15'36"E 89.67'
N89°15'36"E 100.81'
N89°15'36"E 75.07'
N89°15'36"E 80.87'
N89°15'36"E 87.78'
N89°15'36"E 80.00'
N89°15'36"E 75.00'
N89°15'36"E 55.00'
N89°15'36"E 45.00'
N89°15'36"E 55.67'
N89°15'36"E 42.87'
N89°15'36"E 43.49'
N89°15'36"E 58.84'
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N89°15'36"E 54.94'
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N89°15'36"E 45.67'
N89°15'36"E 29.58'
N89°15'36"E 45.00'
N89°15'36"E 29.58'
N89°15'36"E 45.00'
N89°15'36"E 29.58'
N89°15'36"E 45.00

FINAL MAP OF SUBDIVISION NO. FM-23-0036

SUNRIDGE VILLAGE 4

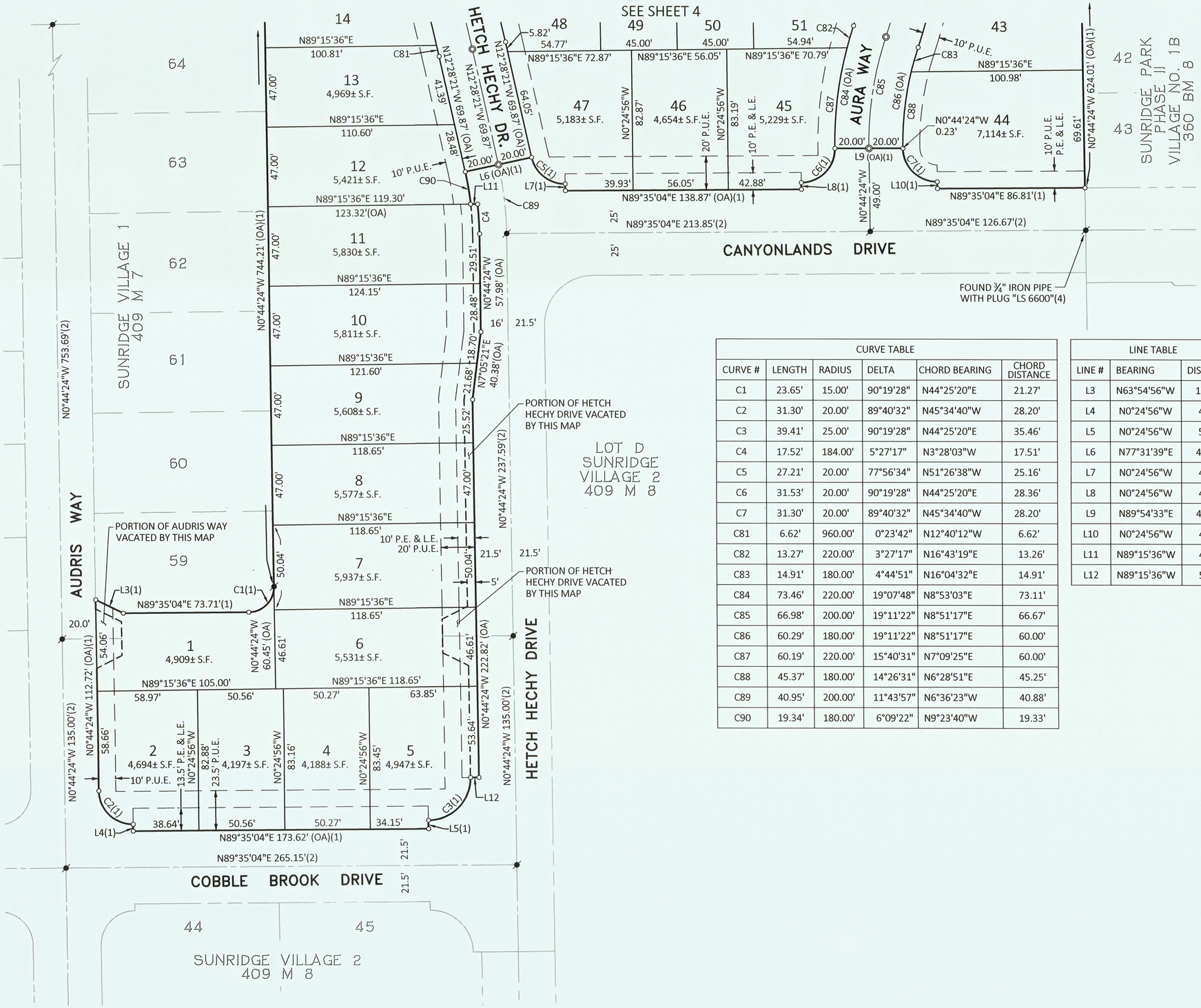
BEING ALL OF PARCEL 4 OF BOOK 230 OF PARCEL MAPS, PAGE 3 AND A PORTION OF AUDRIS WAY AND HETCH HECHY DRIVE AS SHOWN ON 409 BM 7 ALSO BEING PORTIONS OF FRACTIONAL SECTIONS 9 AND 16, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.M CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, CALIFORNIA

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SCALE: 1" = 40' ~~JULY~~ AUGUST 2024

SHEET 5 OF 5

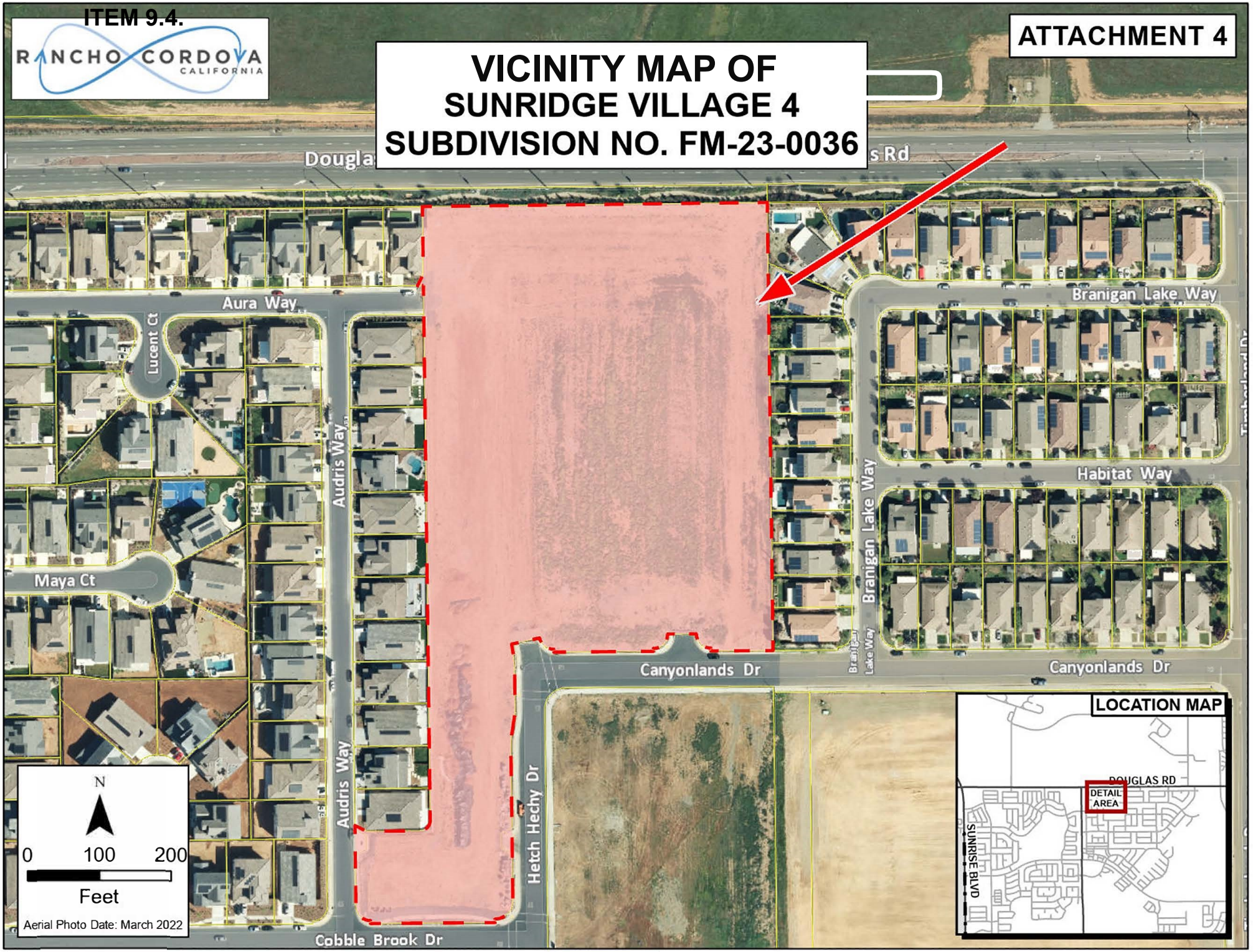
SEE SHEET 1 FOR NOTES
SEE SHEET 2 FOR LEGEND
AND BASIS OF BEARINGS


SEE SHEET 4
HETCH HECHY DR.
AURA WAY
CANYONLANDS DRIVE
SUNRIDGE PARK PHASE II VILLAGE NO. 1B 360 BM 8
SUNRIDGE VILLAGE 1 409 M 7
AUDRIS WAY
HETCH HECHY DRIVE
COBBLE BROOK DRIVE
LOT D SUNRIDGE VILLAGE 2 409 M 8
SUNRIDGE VILLAGE 2 409 M 8
PORTION OF HETCH HECHY DRIVE VACATED BY THIS MAP
PORTION OF AUDRIS WAY VACATED BY THIS MAP
PORTION OF HETCH HECHY DRIVE VACATED BY THIS MAP
FOUND ¾" IRON PIPE WITH PLUG "LS 6600"(4)
N0°44'24"W 744.21' (OA)(1)
N0°44'24"W 753.69'(2)
N0°44'24"W 624.01' (OA)(1)
N0°44'24"W 222.82' (OA)
N0°44'24"W 135.00'(2)
N0°44'24"W 237.59'(2)
N89°35'04"E 213.85'(2)
N89°35'04"E 126.67'(2)
N89°35'04"E 138.87' (OA)(1)
N89°35'04"E 86.81'(1)
N89°35'04"E 73.71'(1)
N89°35'04"E 173.62' (OA)(1)
N89°35'04"E 265.15'(2)
N12°28'21"W 69.87' (OA)
N0°44'24"W 57.98' (OA)
N7°05'21"E 40.38'(OA)
N0°44'24"W 60.45' (OA)
N0°44'24"W 49.00'
N0°44'24"W 112.72' (OA)(1)
10' P.U.E.
10' P.E. & L.E.
20' P.U.E.
20' P.U.E. & L.E.
10' P.E. & L.E.
N0°24'56"W
N0°24'56"W
N0°24'56"W
N0°24'56"W
N0°24'56"W
N0°24'56"W
N0°44'24"W
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RANCHO CORDOVA CALIFORNIA

ATTACHMENT 4

VICINITY MAP OF SUNRIDGE VILLAGE 4 SUBDIVISION NO. FM-23-0036



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MEMORANDUM

ITEM 9.5.

DATE: August 5, 2024

TO: Honorable Mayor and Council Members

FROM: Rita Gass, Chief Technology & Innovation Officer
Rob Nunley, Information Technology Manager

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-110 WITH INFINITY TECHNOLOGIES TO PROVIDE GEOGRAPHIC INFORMATION SYSTEM (GIS) CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED $1,289,580**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute a professional services agreement with Infinity Technologies to provide Geographic Information Services (GIS) consulting services in an amount not to exceed $1,289,580 through September 30, 2027.

BACKGROUND

The City has been contracting for Geographic Information System (GIS) services since 2013. Contracting for GIS services enables the City to work with a seasoned team of GIS professionals with a variety of skill levels to provide GIS support services to staff and information to the community through the City's GIS web portal. The contract renewal will continue the City's relationship with Infinity Technologies providing GIS services for the Public Works and Information Technology departments.

The contract for GIS support encompasses gathering data for analysis, support for the Growing Strong Neighborhoods program, and GIS integration with the City's land management system. In addition, the City of Rancho Cordova owns many thousands of roadway and storm drain assets that form the foundation of safety and transportation in our City. GIS services provided to the City and Public Works Department enables staff to visually track the location and condition of our assets contributing to increased safety and beauty in the City. The contract provides for support from a combination of skill levels as needed including a GIS Manager, GIS Architect, GIS Analysts, and GIS Technicians depending on the scope and complexity of the assignment. The term of the contract would be through September 30, 2027.

FISCAL IMPACT AND FUNDING SOURCE

The agreement is established in an amount not to exceed $1,289,580 over the course of the next three years and will be funded by the City's General Fund. The annual amount of these services, $429,860, is included in the Public Works and Information Technologies budgets.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2024-110

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENT CONTRACT NO. 2024-110 WITH INFINITY TECHNOLOGIES IN AN AMOUNT NOT TO EXCEED $1,289,580 TO PROVIDE GEOGRAPHIC INFORMATION SYSTEM (GIS) CONSULTING SERVICES

WHEREAS, the City has been contracting for Geographic Information System (GIS) consulting services since 2013; and

WHEREAS, the City wishes to execute a new agreement for the continuation of GIS consulting services; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute a Professional Services Agreement Contract No. 2024-110 with Infinity Technologies in an amount not to exceed $1,289,580 to provide Geographic Information System (GIS) consulting services through September 30, 2027.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of August 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
David Sander, Mayor

_____
Stacy Leitner, CMC
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
INFINITY TECHNOLOGIES**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and **Infinity Technologies**, a **Geographic Information System** contractor ("Professional") as of **September 1, 2024**.

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

1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on **September 30, 2027** the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.

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

1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Professional a sum not to exceed **ONE MILLION TWO HUNDRED EIGHTY-NINE THOUSAND FIVE HUNDRED EIGHTY DOLLARS ($1,289,580)** notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments

from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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

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

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

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

2.3 **Final Payment.** City shall make the final payment within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

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

incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

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

2.5 **Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed **zero dollars ($0.00)**. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

2.8 **Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

Section 4. **INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

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

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

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

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS ($2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00). The commercial general liability and automobile

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

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

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

a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

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

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

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

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

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

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 **All Policies Requirements.**

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

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

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

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

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

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

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

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

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

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

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

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

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

5.3 **Design Professionals.** To the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify under Sections 5.1 and 5.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

Professional may cancel this Agreement upon **90** days' written notice to City and shall include in such notice the reasons for cancellation.

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

Professional or prepared by or for Professional or the City in connection with this Agreement.

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

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

8.4 **Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

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

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

8.6.1 Immediately terminate the Agreement;

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

8.6.3 Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or

8.6.4 Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 **Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.

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

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

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

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

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

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

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

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

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

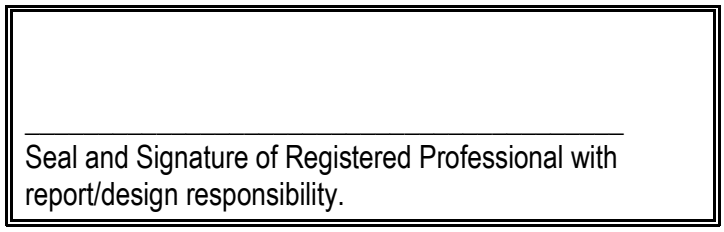
10.8 **Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by the City's **Information Technology Manager** ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Professional shall be sent to:
Infinity Technologies
ATTN: Mohammad Ahmed, President
PO BOX 582404
Elk Grove, CA 95758
Email Address (for Insurance Update Requests)
mdumford@inftechnologies.com

Any written notice to City shall be sent to:
City of Rancho Cordova
ATTN: Information Technology Manager
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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



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

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

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

CITY OF RANCHO CORDOVA

_____
Micah Runner, City Manager

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

PROFESSIONAL

_____
[NAME, TITLE]

Date: _____

EXHIBIT A

SCOPE OF SERVICES

.

EXHIBIT A

Scope of Work: Citywide GIS Support

Introduction

The City of Rancho Cordova is interested in continuing to partner with Infinity Technologies to provide GIS services to support the citywide GIS platform.

Work will be performed through tasks that will be billed for hourly work. These are noted in the scope of work below.

Scope of Work

The scope of work is divided into (2) sections. One for all GIS Support not including Public Works. The second for GIS support focused on Public Works. Organizing the sections in this way helps to delineate the specific work on needs within Public Works.

All Departments (not including Public Works)

	GIS TASK DESCRIPTIONS	PERCENTAGE OF TIME
1	Day to day GIS support of general requests that come from working units such as **Economic Development, Finance, City Manager Office, Council Office, Planning, Building, and Code Enforcement.** Work includes creating new data layers, making maps, analysis, reports, new WebGIS solutions, etc …	25%
2	WebGIS applications development for both staff and public use. This task will include migrating existing applications to a newer design that aligns with best practices of delivering a web experience to customers through traditional web browsers and tablet/smart phones. Work will include integrating operational data from various business systems into the GIS platform.	20%

3	Perform major upgrade of the backend GIS platform from ArcGIS Server 10.8 to ArcGIS Enterprise 11.3. Work includes a shift to using the Microsoft Azure Cloud for the major pieces of the ArcGIS Enterprise. Additional work to recode automation routines to update parcel and address GIS data.	15%
4	Task will focus on maintaining various GIS map layers. Layers include subdivisions, finance layers, zoning, general plan, etc…..	10%
5	This task will focus on continuing technical support of GIS integration with Tyler EnerGov (EPL). Work includes expanded functionality and troubleshooting issues as they arise. Additional work includes documenting workflows and solutions related to the integration.	10%
6	GIS support of Growing Strong Neighborhoods initiatives. Support will include meeting attendance, data dashboard enhancements/maintenance, and special projects.	5%
7	Training with City staff on use of GIS tools and technology	5%
8	Maintain an Open Data portal that allows local agencies to share GIS data with the public and businesses. The data can be shared via downloads and web services that could integrate with other web products.	5%
9	Continue to attend Regional GIS Meetings as a representative of Rancho Cordova interests. Work will include the procurement and evaluation of updated high resolution aerial imagery.	5%

Public Works GIS Support

	BILLING CATEGORY	GIS TASK DESCRIPTIONS	PERCENTAGE OF TIME
1	Development Support	Maintenance of GIS layers including record drawings, easements, **addresses**, caching base updates, etc..	35%
2	Maintenance Support/Assets	Capture and maintenance of streetlights, signals, landscaping, etc. Work includes GIS integration with Infor Asset Management System	20%

3	Water Resources Support/Drainage Assets	Maps and analysis, drainage asset capture to support water resources and Stormwater program. May include trash assessment layers, post construction BMPs with recorded maintenance covenants, or GIS integration/feature service for GraniteNet.	20%
4	General PW Support	Maps, data analysis, and reports. WebGIS application maintenance and upgrades for Public Works	15%
5	CIP Projects	Maintain and ultimately redesign of public facing CIP story maps. Work includes working closely with Public Works staff to maintain CIP GIS layer and related content.	5%
6	ArcGIS Platform Support	Occasional support on backend GIS platform for troubleshooting and recommendations	5%

EXHIBIT B

COMPENSATION SCHEDULE

EXHIBIT B

Compensation Schedule: Citywide GIS Support

Infinity Technologies will provide GIS consulting services on a scheduled and on-call basis.

Resource	Department	Estimated Annual Resource Hours	Hourly Rate	Estimated Annual Resource Costs
GIS Manager	Information Technology	208	$160.00	$33,280
Sr. GIS Analyst	Information Technology	1,248	$130.00	$ 162,240
Sr. GIS Analyst	Public Works	832	$130.00	$108,160
GIS Analyst	Public Works	832	$115.00	$95,680
GIS Technician	Public Works (Corp. Yard)	270	$90.00	$24,300
GIS Architect	IT/Public Works	40	$155.00	$6,200
ANNUAL TOTALS				**$ 429,860**

- An Infinity Technologies **GIS Manager** working with IT will be on-site for a scheduled minimum of 4 hours per week.
- An Infinity Technologies **Sr. GIS Analyst** working with IT will be on-site for a scheduled minimum of 24 hours per week.
- A combination of a **Sr. GIS Analyst, GIS Analyst** and **GIS Technician** working with Public Works will be on-site for a scheduled average of 40 hours per week.
- Other Infinity Technologies GIS staff may be requested to work on select GIS work tasks. This type of work will be an on on-call basis.

MEMORANDUM

ITEM 9.6.

DATE: August 5, 2024

TO: Honorable Mayor and Council Members

FROM: Lorianne Carl, Community Engagement Manager

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE GENERAL SERVICES CONTRACT AMENDMENT NO. 2020-175-5 IN AN AMOUNT NOT TO EXCEED $464,000 WITH ETHAN FLEENER CONSTRUCTION FOR FUNDING THE RESIDENTIAL BEAUTIFICATION PROGRAM**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would enhance qualified proprieties visible from the public street or sidewalk with improvements which are highlighted in the City's Good Neighbor Guide. This would benefit the City of Rancho Cordova and its residents by creating beautiful and sustainable properties in Rancho Cordova.

BACKGROUND

On June 20, 2022, the City Council approved Resolution No. 119-2022 for projects and programs to be funded from the approved Measure H 1/2 cent sales tax measure for the fiscal year ending June 30, 2023. Additionally, on June 15, 2020, the City Council approved Resolution No. 64-2020 which also approved projects and programs to be funded from the approved Measure H 1/2 cent sales tax measure for the fiscal year ending June 30, 2021. Exhibit A to both Resolution No. 64-2020 and Resolution No. 119-2022 allocated funding for community development, community building, outreach, community service activities, and beautification projects, programs, and incentives.

In an effort to provide various beautification opportunities for our community, the City entered into a contract with Ethan Fleener Construction in November 2020 to enhance qualified properties visible from the public street or sidewalk. These improvements are highlighted in the City's Good Neighbor Guide, and would benefit the City of Rancho Cordova and its residents by creating beautiful and sustainable properties in Rancho Cordova.

The fifth amendment to the General Services Agreement (GSA) modifies the end date of the contract to support the Residential Beautification Program, also known as the Good Neighbor Assistance Program, and provides additional funds to support this effort through the fiscal year

2024-25. The fifth amendment increases the overall budget by $150,000, bringing the total GSA amount to $464,000.

FISCAL IMPACT AND FUNDING SOURCE

The amended GSA will be funded through Measure R, the Community Enhancement & Investment Fund in fiscal year 2024-25.

ATTACHMENT(S)

1. Resolution
2. Contract Amendment No. 2020-175-5

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO THE FIFTH AMENDMENT TO THE AGREEMENT WITH ETHAN FLEENER CONSTRUCTION IN AN AMOUNT NOT TO EXCEED $464,000 FOR FUNDING THE RESIDENTIAL BEAUTIFICATION PROGRAM

WHEREAS, the parties will enter into the fifth amendment to the General Services Agreement (GSA) for the amount of $464,000 for the Residential Beautification Program; and

WHEREAS, this is an increase of $150,000, from $314,000 to $464,000; and

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

WHEREAS, the amended GSA will be funded through Measure R, the Community Enhancement & Investment Fund in fiscal year 2024-25.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to enter into the fifth amendment to the GSA Contract Amendment No. 2020-175-5 in the amount of $464,000 for funding the Residential Beautification Program, also known as the Good Neighbor Assistance Program.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of August, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
David Sander, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

FIFTH AMENDMENT TO THE GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND ETHAN FLEENER CONSTRUCTION

This Fifth Amendment to the General Services Agreement ("Amendment") is made by and between the City of Rancho Cordova ("City") and Ethan Fleener Construction ("Contractor") as of July 1, 2024. City and Contractor are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a General Services Agreement ("GSA") dated November 12, 2020 for the purpose of beautification improvements associated with our Good Neighbor Assistance Program; and

WHEREAS, this Amendment will modify the date of the contract continuing to support our Residential Beautification Program, specifically the Good Neighbor Assistance Program, enhancing qualified properties visible from the public street or sidewalk with improvements which are highlight in the City's Good Neighbor Guide through the fiscal year end on June 30, 2025. and

WHEREAS, the Parties agree to increase the total available project allocation by an additional One Hundred and Fifty Thousand Dollars ($150,000), increasing the total GSA amount from $314,000 to $464,000, in order to provide Good Neighbor Assistance Program support through the next fiscal year.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the GSA from June 30, 2024, to June 30, 2025. The first sentence of Section 2 of the GSA, "Term," is amended to read as follows:

   "The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2025, unless the term of the Agreement is otherwise terminated at provided for in Section 10."

2. Section 4 of the GSA, "Compensation of Contractor," provides for the City to pay Contractor a sum not to exceed $314,000. The Parties agree to amend Section 2 of the GSA in order to increase the compensation amount to pay Contractor for additional services. The first sentence of Section 4 of the GSA is amended to read as follows:

   "The Contractor shall be paid $464,000 for performance of the Services pursuant to this Agreement."

3. All other terms and conditions in the GSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.

4. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

5. Contract Administration. This Agreement shall be administered by The City of Rancho Cordova's Community Engagement Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

6. Notices. Any written notice to Professional shall be sent to:
   Ethan Fleener Construction
   2544 Vernaccia Circle
   Rancho Cordova, CA 95670

   Any written notice to City shall be sent to:
   Lorianne Ulm
   Community Engagement Manager
   City of Rancho Cordova
   2729 Prospect Park Drive
   Rancho Cordova, CA 95670

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

CITY OF RANCHO CORDOVA

_____
Micah Runner, City Manager

Date:_____

Attest:

_____
Stacy Leitner, CMC, City Clerk

Date:_____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

CONTRACTOR

_____
[Ethan Fleener, Owner]

Date:_____

Date:_____

MEMORANDUM

ITEM 9.7.

DATE: August 5, 2024

TO: Honorable Mayor and Council Members

FROM: Lorianne Carl, Community Engagement Manager

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE GENERAL SERVICE CONTRACT AMENDMENT NO. 2022-93-2 IN AN AMOUNT NOT TO EXCEED $400,000 WITH EXCEL LANDSCAPING FOR FUNDING THE RESIDENTIAL BEAUTIFICATION PROGRAM**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would enhance qualified properties visible from the public street or sidewalk with improvements which are highlighted in the City's Good Neighbor Guide, which would benefit the City of Rancho Cordova and its residents by creating beautiful and sustainable properties in Rancho Cordova.

BACKGROUND

On June 20, 2022, the City Council approved Resolution No. 119-2022, for projects and programs to be funded from the approved Measure H 1/2 cent sales tax measure for the fiscal year ending June 30, 2023. Additionally, on June 15, 2020, the City Council approved Resolution No. 64-2020, which also approved projects and programs to be funded from the approved Measure H 1/2 cent sales tax measure for the fiscal year ending June 30, 2021. Exhibit A to both Resolution No. 64-2020 and Resolution No. 119-2022, allocated funding for community development, community building, outreach, community service activities, and beautification projects, programs, and incentives.

In an effort to provide various beautification opportunities for our community, the City entered into a contract with Excel Landscaping in July 2022 to enhance qualified properties visible from the public street or sidewalk. These improvements are highlighted in the City's Good Neighbor Guide, which will benefit the City of Rancho Cordova and its residents by creating beautiful and sustainable properties in Rancho Cordova.

This second amendment to the General Services Agreement (GSA) modifies the end date of the contract to support the Residential Beautification Program, also known as the Good Neighbor Assistance Program, and provides additional funds to support this effort through the fiscal year 2024-25. The second amendment increases the overall budget by $150,000, bringing the total GSA amount to $400,000.

FISCAL IMPACT AND FUNDING SOURCE

The amended GSA will be funded through Measure R, the Community Enhancement & Investment Fund in fiscal year 2024-25.

ATTACHMENT(S)

1. Resolution
2. Contract Amendment No. 2022-93-2

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A SECOND AMENDMENT TO THE AGREEMENT WITH EXCEL LANDSCAPE IN AN AMOUNT NOT TO EXCEED $400,000 FOR FUNDING THE RESIDENTIAL BEAUTIFICATION PROGRAM

WHEREAS, the parties will enter into the second amendment to the General Services Agreement (GSA) for the amount of $400,000 for the Residential Beautification Program; and

WHEREAS, this is an increase of $150,000, from $250,000 to $400,000; and

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

WHEREAS, the amended GSA will be funded through Measure R, the Community Enhancement & Investment Fund in fiscal year 2024-25.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to enter into the second amendment to the GSA Contract Amendment No. 2022-93-2 in the amount of $400,000 for funding the Residential Beautification Program, also known as the Good Neighbor Assistance Program.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of August 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
David Sander, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

SECOND AMENDMENT TO THE GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND EXCEL LANDSCAPE

This Second Amendment to the General Services Agreement ("Amendment") is made by and between the City of Rancho Cordova ("City") and Excel Landscape ("Contractor") as of July 1, 2024. City and Contractor are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a General Services Agreement ("GSA") dated July 11, 2022 for the purpose of beautification improvements associated with our Good Neighbor Assistance Program; and

WHEREAS, this Amendment will modify the date of the contract continuing to support our Residential Beautification Program, specifically the Good Neighbor Assistance Program, enhancing qualified properties visible from the public street or sidewalk with improvements which are highlight in the City's Good Neighbor Guide through the fiscal year end on June 30, 2025. and

WHEREAS, the Parties agree to increase the total available project allocation by an additional One Hundred and Fifty Thousand Dollars ($150,000), increasing the total GSA amount from $250,000 to $400,000, in order to provide Good Neighbor Assistance Program support through the next fiscal year.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the GSA from June 30, 2024, to June 30, 2025. The first sentence of Section 2 of the GSA, "Term," is amended to read as follows:

   "The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2025, unless the term of the Agreement is otherwise terminated at provided for in Section 10."

2. Section 4 of the GSA, "Compensation of Contractor," provides for the City to pay Contractor a sum not to exceed $250,000. The Parties agree to amend Section 2 of the GSA in order to increase the compensation amount to pay Contractor for additional services. The first sentence of Section 4 of the GSA is amended to read as follows:

   "The Contractor shall be paid $400,000 for performance of the Services pursuant to this Agreement."

3. All other terms and conditions in the GSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.

4. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

5. Contract Administration. This Agreement shall be administered by The City of Rancho Cordova's Community Engagement Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

6. Notices. Any written notice to Professional shall be sent to:
   Excel Landscape
   9624 Kiefer Blvd. #2
   Sacramento, CA 95827

   Any written notice to City shall be sent to:
   Lorianne Ulm
   Community Engagement Manager
   City of Rancho Cordova
   2729 Prospect Park Drive
   Rancho Cordova, CA 95670

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

CITY OF RANCHO CORDOVA

_____
Micah Runner, City Manager

Date:_____

Attest:

_____
Stacy Leitner, CMC, City Clerk

Date:_____

Approved as to Form:

_____
Adam U. Lindgren, City Attorney

CONTRACTOR

_____
[Ray Williams, Owner]

Date:_____

Date:_____

MEMORANDUM

ITEM 9.8.

DATE: August 5, 2024

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Quoc Nham, Senior Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE THE FINAL MAP OF THE RANCH VILLAGE 11, SUBDIVISION NO. FM-2021-002-10 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2024-101 WITH K. HOVNANIAN AT JAEGER RANCH, LLC**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would result in the City entering into Subdivision Improvement Agreement Contract No. 2024-101, Attachment 2 with K. Hovnanian at Jaeger Ranch, LLC, guaranteeing the construction of public utilities and the recording of the final subdivision map of The Ranch Village 11. This final map creates 77 residential lots, two (2) landscape lots, and one (1) roadway lot south of Chrysanthy Boulevard and east of Rancho Cordova Parkway.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act. The City Council approved the Small Lot Tentative Map on January 6, 2020. A Development Agreement by the City and K. Hovnanian at Jaeger Ranch, LLC was entered into on February 21, 2020, and recorded on May 1, 2020, in the Official Records of Sacramento County at Document No. 202005010617. A copy of the final map, Attachment 3, and copy of the vicinity map, Attachment 4, are included with this letter.

K. Hovnanian at Jaeger Ranch, LLC has provided a performance and labor and material bond guaranteeing the construction of the public improvements. Wood Rodgers, Inc. has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Wallace-Kuhl and Associates dated December 12, 2019.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2024/2025 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2024-101 Ranch Village 11
3. Final Map Ranch Village 11
4. Vicinity Map Ranch Village 11

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF THE RANCH VILLAGE 11, SUBDIVSION NO. FM-2021-002-10, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT NO. 2024-101 WITH K. HOVNANIAN AT JAEGER RANCH, LLC

WHEREAS, the City Council approved the Small Lot Tentative Map on January 6, 2020, per Resolution No. 5-2020; and

WHEREAS, the map is in substantial compliance with the approved Tentative Map; and

WHEREAS, the conditions of approval have been complied with; and

WHEREAS, the map complies with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act; and

WHEREAS, the approval of final maps is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Regulation Section 15268(b)(3) as a ministerial approval; and

WHEREAS, the City desires to enter into a subdivision improvement agreement with the developer to ensure necessary public improvements are completed and secured with a bond.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Final Map of The Ranch Village 11 Subdivision No. FM-2021-002-10 and does authorize the City Manager to execute Subdivision Improvement Agreement No. 2024-101 with K. Hovnanian at Jaeger Ranch, LLC, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of August 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
David Sander, Mayor

_____
Stacy Leitner, CMC
City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THE RANCH VILLAGE 11 FINAL MAP
SUBDIVISION NO. FM-2021-002-10

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter, "Agreement") entered into this _____ day of _____, 20__, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and **K. Hovnanian at Jaeger Ranch, LLC**. (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **The Ranch Village 11 Final Map, FM-2021-002-010** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements.** In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova Municipal Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **24** months of the date of this Agreement.

5. **Payment For Services.** Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova Municipal Code.

6. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof. Acceptance will be postponed until such time the City determines a public purpose exists. Public Purpose is defined as existence of habitable structures within the subdivision.

7. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

8. **Correction of Defects.** Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

9. **Indemnity.** Principal shall indemnify and hold harmless with counsel selected by the City, the City of Rancho Cordova, its agents, officers, consultants, and employees ("City") from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

10. **Extension of Completion Date.** If the construction of the work or improvement

should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

11. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova Municipal Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$956,756.00**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

12. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

13. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the

requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

14. Execution By Real Party In Interest. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

15. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

16. City Construction of Improvements. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

17. Interest. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this Agreement and the sum due is certain or reasonably capable of being made certain.

18. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including

reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

19. Amendments. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

20. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

21. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

22. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

23. Time. Time is of the essence in the performance of each and every term of this Agreement.

SIGNATURE PAGE FOLLOWING

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

CITY OF RANCHO CORDOVA,
California Municipal Corporation

_____
Micah Runner, City Manager

Date: _____

K. Hovnanian at Jaeger Ranch, LLC
A California Limited Liability Company

_____
John Baayoun, Division President

Date: 7/11/2024

ATTEST:

_____
Stacy Leitner, CMC, City Clerk

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF THE RANCH VILLAGE 11.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES, THE PUBLIC ROADS DESIGNATED HEREON AS CHRYSANTHY BOULEVARD AND BOREAL OWL COURT AS SHOWN HEREON, AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

1. EASEMENT FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES,. TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOTS DD AND EE, AND THOSE STRIPS OF LAND 10.00 FEET IN WIDTH AND 12.50 FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC STREETS SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE).
2. EASEMENTS FOR LANDSCAPING AND ALL APPURTENANCES PERTAINING THERETO LYING ON, OVER AND ACROSS LOTS DD AND EE, SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT" (LE).
3. RIGHT OF WAYS AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS DD AND EE, SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (PE).
4. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS, AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE FEET IN WIDTH LYING CONTIGUOUS TO THE PUBLIC STREETS SHOWN HEREON.
5. A RIGHT OF WAY AND EASEMENT FOR EMERGENCY ACCESS PURPOSES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS STRIPS OF LAND TWENTY 20.00 FEET IN WIDTH SHOWN HEREON AND DESIGNATED "EMERGENCY ACCESS EASEMENT" (EAE).
6. AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A WATERLINE PIPELINE, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOT D, SHOWN HEREON AND DESIGNATED "WATERLINE EASEMENT" (WLE).

K. HOVNANIAN AT JAEGER RANCH, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

NAME: Yahya Baayoun

TITLE: Division President

BENEFICIARY'S STATEMENT

WILMINGTON TRUST, NATIONAL ASSOCIATION AS BENEFICIARY UNDER DEED OF TRUST RECORDED MARCH 12, 2020, AS DOCUMENT NO. 202003120392, SACRAMENTO COUNTY RECORDS.

BY: _____

NAME: Timothy J Collison

TITLE: Division Controller

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC, ALL EASEMENTS AND RIGHTS OF WAY SHOWN HEREON, AND DO HEREBY CERTIFY THE ABANDONMENTS LISTED HEREON.

BY: _____ DATED: _____
CITY CLERK, CITY OF RANCHO CORDOVA

NOTARY'S 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 Placer) SS

ON 10 DAY OF July, 2024 BEFORE ME, Stacy Munroe, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Yahya Baayoun 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: _____

PRINTED NAME: S. Munroe

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF:
Placer

MY COMMISSION EXPIRES: March 26, 2028

MY COMMISSION No.: 2485591

NOTARY'S 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 Placer) SS

ON 10 DAY OF July, 2024 BEFORE ME, Stacy Munroe, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Timothy Collison 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: _____

PRINTED NAME: S. Munroe

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF:
Placer

MY COMMISSION EXPIRES: March 26, 2028

MY COMMISSION No.: 2485591

SURVEYOR'S STATEMENT

THIS FINAL MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE THE REQUEST OF AG EHC II (HOV) CA 1 L.P., IN SEPTEMBER 2021. I HEREBY STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE AUGUST 31, 2026 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

_____
DENNIS L. BARBER
P.L.S. 8067

7/10/24
DATE

PROFESSIONAL LAND SURVEYOR · DENNIS L. BARBER · No. 8067 · STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF THE RANCH VILLAGE 11, AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____
CITY ENGINEER, ALBERT STRICKER, R.C.E. 64057

DATED: _____

REGISTERED PROFESSIONAL ENGINEER · ALBERT STRICKER · No. 64057 · CIVIL · STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP – SUBDIVISION NO. 2021-002-10, THE RANCH VILLAGE 11 – AND FIND IT TO BE TECHNICALLY CORRECT.

_____
JOCELYN L. LIMAS
PLS 9596

_____
DATE

LICENSED LAND SURVEYOR · JOCELYN L. LIMAS · 9596 · STATE OF CALIFORNIA

RECORDER'S STATEMENT

FILED THIS_____DAY OF _____, 2024, AT _____ ___.M. IN BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF WOOD RODGERS, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

DONNA ALLRED COUNTY RECORDER
COUNTY OF SACRAMENTO

DOCUMENT NO.: _____

BY: _____ FEE: $ _____
DEPUTY RECORDER

FINAL MAP OF
THE RANCH VILLAGE 11
SUBDIVISION NO. FM-2021-002-10

BEING ALL OF LOT 11 OF THAT CERTAIN LARGE LOT FINAL MAP OF THE RANCH FILED FOR RECORD IN BOOK 429 OF MAPS, AT PAGE 8, SCR
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

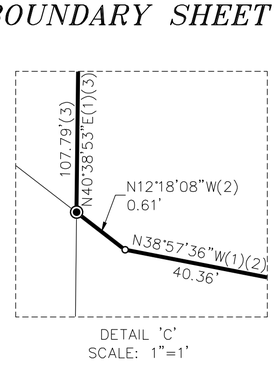
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
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Sacramento, CA 95816 Fax 916.341.7767

AUGUST 2024

Sheet 1 of 4

1296.006

BOUNDARY SHEET



DETAIL 'C'
SCALE: 1"=1'

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING, THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS SUBDIVISION IS 4.98± ACRES, CONSISTING OF 33 RESIDENTIAL LOTS.
5. 5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
6. NOTICE IS HEREBY GIVEN THAT THE KIEFER LANDFILL IS LOCATED APPROXIMATELY 2 MILES SOUTHEASTERLY OF THIS SUBDIVISION.
7. LOTS DD AND EE ARE FOR LANDSCAPING, PEDESTRIAN AND PUBLIC UTILITY PURPOSES AND SHALL BE GRANTED TO THE CITY OF RANCHO CORDOVA
8. LOT N IS FOR OPEN SPACE BUFFER PURPOSES, WHICH INCLUDE A BICYCLE/PEDESTRIAN TRAIL, AND SHALL BE GRANTED TO THE CITY OF RANCHO CORDOVA.
9. ALL LOTS BEING CREATED WITH THIS MAP INCLUDE FEE TITLE TO THE CENTERLINE OF THE COURT AND BOULEVARD SHOWN HEREON, EXCEPT WHERE THE PUBLIC ROAD EASEMENT LINE IS ALSO THE COMMON LINE OF THE SUBDIVISION BOUNDARY, THEN THE FEE TITLE IS TO THE SUBDIVISION BOUNDARY.
10. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFERS OF DEDICATION ARE HEREBY ABANDONED:
    - 10.1. ALL OF THAT 37' IOD DEPICTED ON THAT MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH" FILED IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.
    - 10.2. ALL OF THAT 12.5' PUE DEPICTED ON THAT MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH" FILED IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.

LEGEND

○	DIMENSION POINT
◎	SET 3/4" IRON PIPE WITH CAP STAMPED "LS 8067"
◉	FOUND 3/4" IRON PIPE WITH CAP STAMPED "LS 8067"
℄	CENTERLINE
(3)	SHEET NUMBER REFERENCE
BM	BOOK OF MAPS
IOD	IRREVOCABLE OFFER OF DEDICATION
L=	ARC LENGTH
(OA)	OVERALL
PUE	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
SCR	SACRAMENTO COUNTY RECORDS
SMUD	SACRAMENTO MUNICIPAL UTILITY DISTRICT
SF	SQUARE FEET

REFERENCES:

(1) 429 BM 8	–	LARGE LOT FINAL MAP OF THE RANCH
(2) DOC# 202212300695	–	WETLAND PRESERVE GRANT DEED
(3) 449 BM 5	–	THE RANCH VILLAGE 10

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF CHRYSANTHY WAY AS SHOWN ON THE "LARGE LOT FINAL MAP OF THE RANCH" FILED FOR RECORD IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS. THE BEARING OF SAID WEST LINE IS TAKEN TO BE NORTH 49°21'07"WEST. DISTANCES SHOWN HEREON ARE GROUND BASED.

THE RANCH
LARGE LOT MAP
LOT A
429 BM 8

N

0 30 60 120

SCALE:1"= 60'

FINAL MAP OF
THE RANCH
VILLAGE 11
SUBDIVISION NO. FM-2021-002-10

BEING ALL OF LOT 11 OF THAT CERTAIN LARGE LOT FINAL MAP OF THE RANCH FILED FOR RECORD IN BOOK 429 OF MAPS, AT PAGE 8, SCR CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

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AUGUST 2024

Sheet 2 of 4

1296.006

LOT 12
THE RANCH
LARGE LOT MAP
429 BM 8

CHRYSANTHY BOULEVARD

N49°21'07"W 1309.83'

R=1500.00' Δ=5°43'24" L=149.84'(OA)
Δ=5°22'47" L=140.84'

N55°04'31"W 155.83'

Δ=0°20'37" L=9.00'

N24°55'17"E 37.58'

N35°16'06"E 32.41'

LOT D
THE RANCH
VILLAGE 10
449 BM 5

LOT A
THE RANCH
LARGE LOT MAP
429 BM 8

LOT N
39,630± SF
(OPEN SPACE
BUFFER AREA)

BOREAL OWL COURT

LOT DD (LE/PE/PUE)
8,638± SF

LOT EE
2,220± SF
(LE/PE/PUE)

1	3,776± SF	
2	2,916± SF	
3	2,730± SF	
4	2,730± SF	
5	3,107± SF	
6		
18	2,808± SF	
19	2,808± SF	
20	2,808± SF	
21	2,808± SF	
22	3,276± SF	
23	3,444± SF	
24	3,004± SF	
25	3,651± SF	
26	4,128± SF	
27		
28		
29		
30		
31	2,996± SF	
32	2,951± SF	
33	3,990± SF	

SEE SHEET 4

SEE SHEET 4

SEE DETAIL 'C' THIS SHEET

SEE DETAIL 'D' THIS SHEET

DETAIL 'B'
SCALE: 1" = 5'

DETAIL 'C'
SCALE: 1" = 1'

DETAIL 'D'
SCALE: 1" = 5'

0 15 30 60
SCALE:1"= 30'

EASEMENT REFERENCE	
REF.	DOC#
A	202304210318 – PUE ESMT
B	202209160292 – SASD SSE ESMT
C	202107062059 – SASD SSE ESMT

CURVE TABLE – THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	15.00'	97°04'10"	25.41'
C2	179.00'	12°11'23"	38.08'
C3	179.00'	0°59'48"	3.11'
C4	221.00'	14°42'50"	56.75'
C5	221.00'	1°44'07"	6.69'
C6	15.00'	83°43'14"	21.92'

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N36°39'32"E	5.00'
L2	N34°55'29"E	5.00'
L3	N49°21'07"W	20.50'
L4	N40°38'53"E	24.82'
L5	N6°14'49"W	10.16'
L6	N40°38'53"E	29.41'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

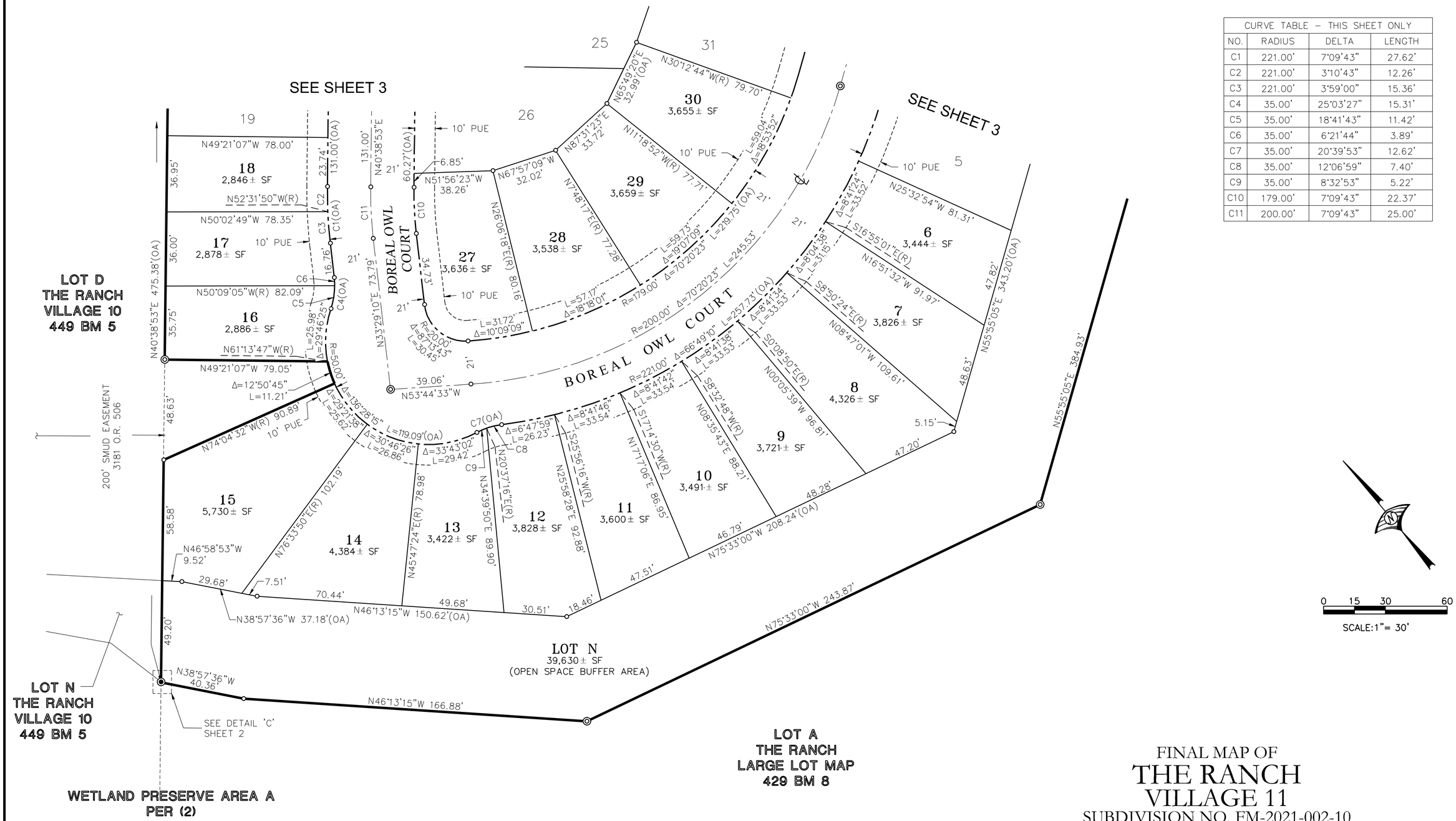
FINAL MAP OF
THE RANCH VILLAGE 11
SUBDIVISION NO. FM-2021-002-10

BEING ALL OF LOT 11 OF THAT CERTAIN LARGE LOT FINAL MAP OF THE RANCH
FILED FOR RECORD IN BOOK 429 OF MAPS, AT PAGE 8, SCR
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AUGUST 2024

CURVE TABLE – THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	221.00'	7°09'43"	27.62'
C2	221.00'	3°10'43"	12.26'
C3	221.00'	3°59'00"	15.36'
C4	35.00'	25°03'27"	15.31'
C5	35.00'	18°41'43"	11.42'
C6	35.00'	6°21'44"	3.89'
C7	35.00'	20°39'53"	12.62'
C8	35.00'	12°06'59"	7.40'
C9	35.00'	8°32'53"	5.22'
C10	179.00'	7°09'43"	22.37'
C11	200.00'	7°09'43"	25.00'



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

THE RANCH VILLAGE 11

SUBDIVISION NO. FM-2021-002-10

BEING ALL OF LOT 11 OF THAT CERTAIN LARGE LOT FINAL MAP OF THE RANCH FILED FOR RECORD IN BOOK 429 OF MAPS, AT PAGE 8, SCR
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AUGUST 2024

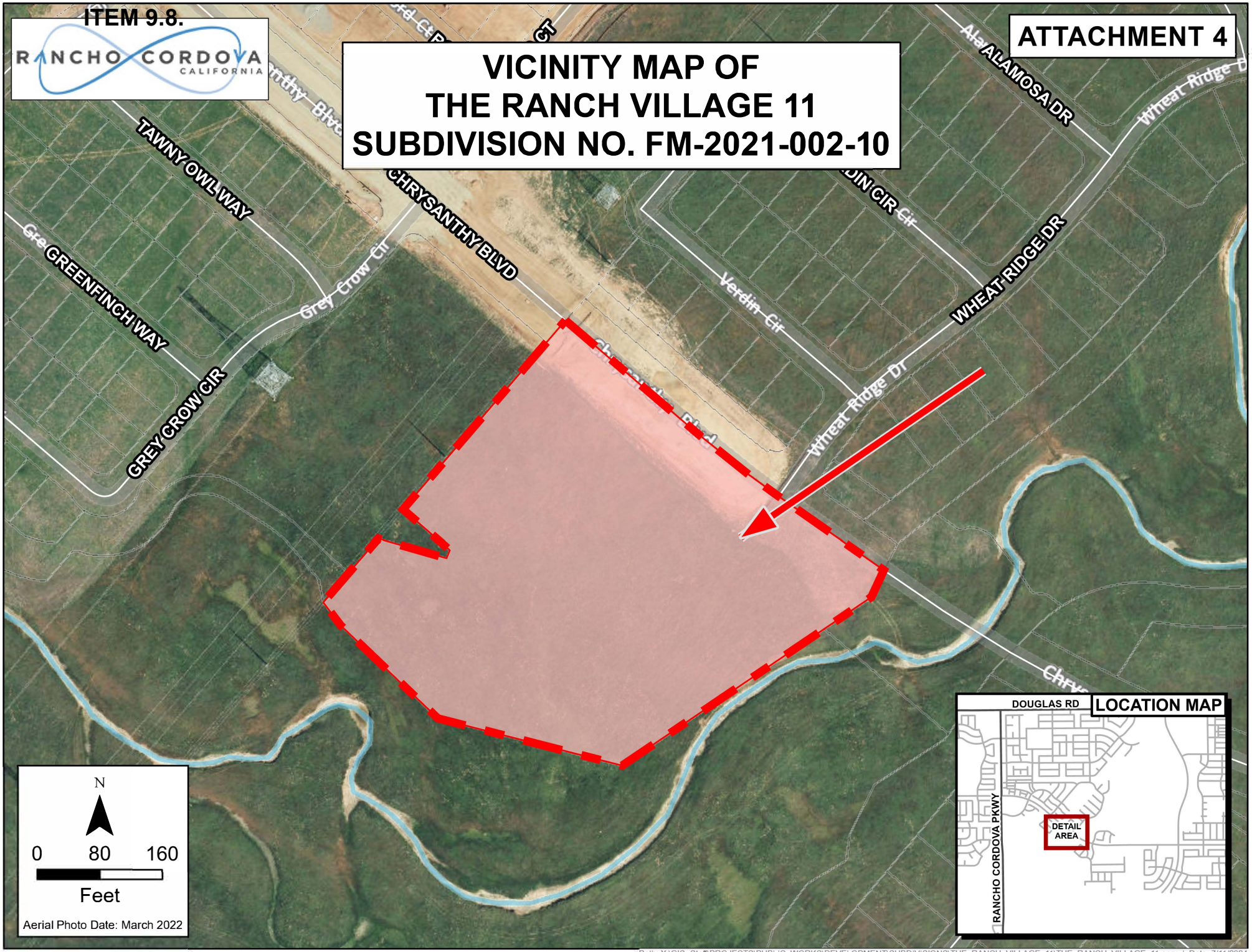
Sheet 4 of 4

1296.006

RANCHO CORDOVA CALIFORNIA

ATTACHMENT 4

VICINITY MAP OF THE RANCH VILLAGE 11 SUBDIVISION NO. FM-2021-002-10



MEMORANDUM

ITEM 9.9.

DATE: August 5, 2024

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Quoc Nham, Senior Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE THE FINAL MAP OF THE RANCH VILLAGE 12-2, SUBDIVISION NO. FM-2021-002-15 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2024-102 WITH K. HOVNANIAN AT JAEGER RANCH, LLC**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would result in the City entering into Subdivision Improvement Agreement Contract No. 2024-102, Attachment 2 with K. Hovnanian at Jaeger Ranch, LLC, guaranteeing the construction of public utilities and the recording of the final subdivision map of The Ranch Village 12-2, Attachment 3 creating 77 residential lots, four (4) landscape lots, and five (5) roadway lots north of Chrysanthy Boulevard and east of Rancho Cordova Parkway.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act. The City Council approved the Small Lot Tentative Map on January 6, 2020. A Development Agreement by the City and K. Hovnanian at Jaeger Ranch, LLC was entered into on February 21, 2020, and recorded on May 1, 2020, in the Official Records of Sacramento County at Document No. 202005010617. The City Council approved the Large Lot Final Map of the Ranch-Phase 2 June 5, 2023. A copy of the final map, Attachment 3, and a copy of the vicinity map, Attachment 4, are included with this letter.

K. Hovnanian at Jaeger Ranch, LLC has provided a performance and labor and material bond guaranteeing the construction of the public improvements. Wood Rodgers, Inc. has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Wallace-Kuhl and Associates dated November 11, 2019.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2024/2025 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2024-102 Ranch Village 12-2
3. Final Map Ranch Village 12-2
4. Vicinity Map The Ranch Village 12-2

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF THE RANCH VILLAGE 12-2, SUBDIVSION NO. FM-2021-002-15, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT NO. 2024-102 WITH K. HOVNANIAN AT JAEGER RANCH, LLC

WHEREAS, the City Council approved the Small Lot Tentative Map on January 6, 2020, per Resolution No. 5-2020; and

WHEREAS, the map is in substantial compliance with the approved Tentative Map; and

WHEREAS, the conditions of approval have been complied with; and

WHEREAS, the map complies with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act; and

WHEREAS, the approval of final maps is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Regulation Section 15268(b)(3) as a ministerial approval; and

WHEREAS, the City desires to enter into a subdivision improvement agreement with the developer to ensure necessary public improvements are completed and secured with a bond.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Final Map of The Ranch Village 12-2 Subdivision No. FM-2021-002-15 and does authorize the City Manager to execute Subdivision Improvement Agreement No. 2024-102 with K. Hovnanian at Jaeger Ranch, LLC, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of August 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
David Sander, Mayor

_____
Stacy Leitner, CMC
City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THE RANCH VILLAGE 12-2 FINAL MAP
SUBDIVISION NO. FM-2021-002-15

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter, "Agreement") entered into this _____ day of _____, 20__, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and **K. Hovnanian at Jaeger Ranch, LLC**. (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **The Ranch Village 12-2 Final Map, FM-2021-002-015** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements.** In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova Municipal Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **24** months of the date of this Agreement.

5. **Payment For Services.** Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova Municipal Code.

6. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof. Acceptance will be postponed until such time the City determines a public purpose exists. Public Purpose is defined as existence of habitable structures within the subdivision.

7. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

8. **Correction of Defects.** Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

9. **Indemnity.** Principal shall indemnify and hold harmless with counsel selected by the City, the City of Rancho Cordova, its agents, officers, consultants, and employees ("City") from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

10. **Extension of Completion Date.** If the construction of the work or improvement

should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

11. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova Municipal Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$2,027,286.25**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

12. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

13. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the

requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

14. Execution By Real Party In Interest. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

15. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

16. City Construction of Improvements. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

17. Interest. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this Agreement and the sum due is certain or reasonably capable of being made certain.

18. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including

reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

19. Amendments. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

20. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

21. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

22. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

23. Time. Time is of the essence in the performance of each and every term of this Agreement.

SIGNATURE PAGE FOLLOWING

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

CITY OF RANCHO CORDOVA,
California Municipal Corporation

_____
Micah Runner, City Manager

Date: _____

K. Hovnanian at Jaeger Ranch, LLC
A California Limited Liability Company

_____
John Baayoun, Division President

Date: 7/11/2024

ATTEST:

_____
Stacy Leitner, CMC, City Clerk

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF THE RANCH VILLAGE 12-2.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES, THE PUBLIC ROAD DESIGNATED HEREON AS CHRYSANTHY BOULEVARD, AS SHOWN HEREON, AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

1. EASEMENT FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOTS A, B, C, D AND THOSE STRIPS OF LAND 12.50' IN WIDTH, SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE).
2. EASEMENT FOR THE PURPOSES OF PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SEWER, GAS AND DRAINAGE PIPES, UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, POLES, OVERHEAD LINES AND OTHER APPURTENANCES AS TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOTS A, B, C, D, E, F, G, H AND I (PUE).
3. EASEMENTS FOR LANDSCAPING AND ALL APPURTENANCES PERTAINING THERETO LYING ON, OVER AND ACROSS LOTS A AND B, SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT" (LE).
4. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A AND B, SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (PE).
5. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS, AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE FEET IN WIDTH LYING CONTIGUOUS TO THE PRIVATE STREETS SHOWN HEREON.

K. HOVNANIAN AT JAEGER RANCH, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

NAME: Yahya Baayoun

TITLE: Division President

SURVEYOR'S STATEMENT

THIS FINAL MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF K. HOVNANIAN AT JAEGER RANCH, LLC, IN NOVEMBER 2023. I HEREBY STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE AUGUST 31, 2026 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I FURTHER STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, INCLUDING THE SIZE, SHAPE, LAYOUT AND NUMBER OF LOTS.

WOOD RODGERS, INC.

_____

DENNIS L. BARBER
P.L.S. 8067

7/10/24
DATE

PROFESSIONAL LAND SURVEYOR
DENNIS L. BARBER
No. 8067
STATE OF CALIFORNIA

NOTARY'S 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 Placer) SS

ON 10 DAY OF July, 2024 BEFORE ME, Stacy Munroe,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
Yahya Baayoun
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: _____

PRINTED NAME: S. Munroe

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF:
Placer

MY COMMISSION EXPIRES: March 26, 2028

MY COMMISSION No.: 2485591

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP – SUBDIVISION NO. 2021-002-15, THE RANCH VILLAGE 12-2 – AND FIND IT TO BE TECHNICALLY CORRECT.

LICENSED LAND SURVEYOR
JOCELYN L. LIMAS
9596
STATE OF CALIFORNIA

_____
JOCELYN L. LIMAS
PLS 9596

_____
DATE

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC, ALL EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON, AND DO HEREBY CERTIFY THE ABANDONMENTS LISTED HEREON.

BY: _____ DATED: _____
CITY CLERK, CITY OF RANCHO CORDOVA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF THE RANCH VILLAGE 12-2, AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____
CITY ENGINEER, ALBERT STRICKER, R.C.E. 64057

DATED: _____

REGISTERED PROFESSIONAL ENGINEER
ALBERT STRICKER
No. 64057
CIVIL
STATE OF CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ ___M. IN BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF WOOD RODGERS, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

DONNA ALLRED COUNTY RECORDER
COUNTY OF SACRAMENTO
DOCUMENT NO.: _____

BY: _____ FEE: $ _____
DEPUTY RECORDER

FINAL MAP OF
THE RANCH VILLAGE 12-2
SUBDIVISION NO. FM-2021-002-15

LOT 2 AND A PORTION OF LOT B OF THAT FINAL MAP RECORDED IN BOOK 448 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS; CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

AUGUST 2024

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

BENEFICIARY'S STATEMENT

WILMINGTON TRUST, NATIONAL ASSOCIATION AS BENEFICIARY UNDER DEED OF TRUST RECORDED MARCH 12, 2020, AS DOCUMENT NO. 202003120392, SACRAMENTO COUNTY RECORDS.

BY: _____

NAME: Timothy J Collison

TITLE: Division Controller

NOTARY'S 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 Placer) SS

ON 10 DAY OF July, 2024 BEFORE ME, Stacy Munroe _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Timothy Collison _____ 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: _____

PRINTED NAME: S. Munroe

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF:
Placer

MY COMMISSION EXPIRES: March 26, 2028

MY COMMISSION No.: 2485591

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE EAST LINE OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH", FILED FOR RECORD IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS. THE BEARING OF SAID LINE IS NORTH 00°56'18" WEST. DISTANCES SHOWN HEREON ARE GROUND BASED. TO DETERMINE GRID DISTANCES, MULTIPLY BY A COMBINED SCALE FACTOR OF 1.0000470000.

REFERENCES:

(1) 448 BM 1 – LARGE LOT MAP OF THE RANCH–PHASE 2

(2) 456 BM 4 – THE RANCH VILLAGE 12–1

(3) 429 BM 8 – LARGE LOT FINAL MAP OF THE RANCH

LEGEND

○	DIMENSION POINT
■	FOUND MONUMENT AS NOTED
⊙	FOUND 5/8" REBAR WITH CAP STAMPED "LS 7944" TO BE SET PER (1)
◎	SET 5/8" REBAR WITH CAP STAMPED "LS 8067"
℄	CENTERLINE
(6)	SHEET NUMBER REFERENCE

BM	BOOK OF MAPS
IOD	IRREVOCABLE OFFER OF DEDICATION
L=	ARC LENGTH
(R)	RADIAL BEARING
NTS	NOT TO SCALE
OR	OFFICIAL RECORD
PUE	PUBLIC UTILITY EASEMENT
(OA)	OVERALL
SASD	SACRAMENTO AREA SANITATION DISTRICT
SCR	SACRAMENTO COUNTY RECORDS
SF	SQUARE FEET
SSE	SANITARY SEWER EASEMENT

RECORDED EASEMENTS

(1) 20' SEWER EASEMENT PER DOC#202206190292 & 202303160752

(2) WATER EASEMENT PER DOC#202206031257 & DOC#202304180580

(3) 12.5' P.U.E. PER DOC#202304210318

(4) 5' SMUD EASEMENT PER DOC#202304140312

(5) SEWER EASEMENT PER DOC#_____

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS SUBDIVISION OF "THE RANCH – VILLAGE 12–2" IS 19.00± ACRES, CONSISTING OF 77 RESIDENTIAL LOTS, 4 LANDSCAPE LOTS, 1 ROADWAY LOT, AND 1 OPEN SPACE BUFFER AREA.
5. 5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
6. A SOILS REPORT DATED SEPTEMBER 26, 2019, WAS PREPARED FOR THIS SUBDIVISION BY WALLACE KUHL & ASSOCIATES. A COPY OF THIS REPORT ENTITLED "GEOTECHNICAL ENGINEERING REPORT, THE RANCH – RESIDENTIAL DEVELOPMENT, RANCHO CORDOVA, CALIFORNIA, WKA NO. 11103.03", IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE CITY OF RANCHO CORDOVA BUILDING INSPECTOR.
7. LOTS A AND B ARE FOR LANDSCAPING, PEDESTRIAN AND PUBLIC UTILITY EASEMENT PURPOSES AND SHALL BE GRANTED TO THE CITY OF RANCHO CORDOVA.
8. LOTS E, F, G, H AND I ARE FOR PRIVATE ROADWAY AND PUBLIC UTILITY PURPOSES, LOTS C AND D ARE FOR LANDSCAPING AND PUBLIC UTILITY PURPOSES AND SHALL BE GRANTED TO THE HOMEOWNER'S ASSOCIATION BY SEPARATE DOCUMENT.
9. LOT J IS FOR OPEN SPACE BUFFER AREA AND SHALL BE GRANTED TO THE CITY OF RANCHO CORDOVA.
10. LOT K IS FOR WETLAND PRESERVE PURPOSES AND SHALL BE GRANTED TO THE SOUTH SACRAMENTO CONSERVATION AGENCY.
11. THE SACRAMENTO AREA SEWER DISTRICT EASEMENT RECORDED IN DOCUMENT NUMBER _____ LIES WITHIN LOTS E, F, G, H AND I, AS SHOWN HEREON.
12. NOTICE IS HEREBY GIVEN THAT THE KIEFER LANDFILL IS LOCATED APPROXIMATELY 2 MILES SOUTHEASTERLY OF THIS SUBDIVISION.
13. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFER OF DEDICATION FOR RIGHT–OF–WAY (IOD) AND PUBLIC UTILITY EASEMENT (PUE) ARE HEREBY ABANDONED:

13.1. ALL OF THAT PORTION OF THE 74' IOD SHOWN ON THAT MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH" FILED IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.

13.2. ALL OF THAT 12.5' PUE SHOWN ON THAT MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH" FILED IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.

FINAL MAP OF
THE RANCH
VILLAGE 12-2
SUBDIVISION NO. FM-2021-002-15

LOT 2 AND A PORTION OF LOT B OF THAT FINAL MAP RECORDED IN BOOK 448 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS; CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

AUGUST 2024

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

BOUNDARY SHEET



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

THE RANCH VILLAGE 12-2

SUBDIVISION NO. FM-2021-002-15

LOT 2 AND A PORTION OF LOT B OF THAT FINAL MAP RECORDED IN BOOK 448 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS; CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

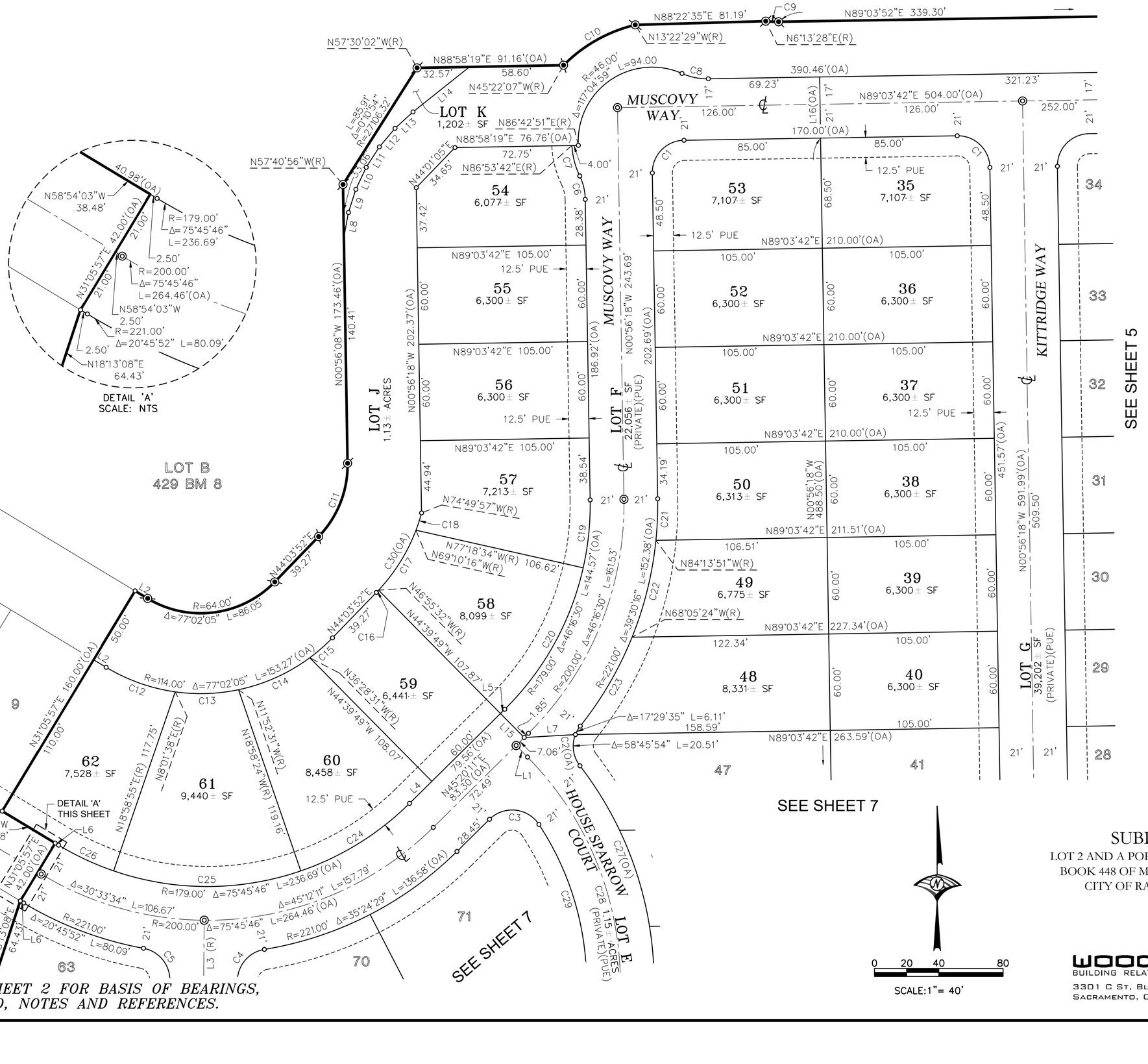
AUGUST 2024

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

CURVE TABLE – THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'
C2	20.00'	76°15'29"	26.62'
C3	20.00'	101°13'03"	35.33'
C4	20.00'	80°12'18"	28.00'
C5	20.00'	80°12'18"	28.00'
C6	35.00'	24°44'09"	15.11'
C7	50.00'	22°34'09"	19.70'
C8	39.00'	24°44'09"	16.84'
C9	64.00'	7°09'37"	8.00'
C10	92.85'	31°59'37"	51.85'
C11	64.00'	45°00'00"	50.27'
C12	114.00'	23°04'19"	45.91'
C13	114.00'	19°54'09"	39.60'
C14	114.00'	24°36'00"	48.95'
C15	114.00'	9°27'37"	18.82'
C16	114.00'	0°59'23"	1.97'
C17	114.00'	22°14'44"	44.26'
C18	114.00'	5°39'42"	11.26'
C19	179.00'	13°37'45"	42.58'
C20	179.00'	32°38'45"	101.99'
C21	221.00'	6°42'27"	25.87'
C22	221.00'	16°08'27"	62.26'
C23	221.00'	16°39'21"	64.24'
C24	179.00'	25°41'25"	80.26'
C25	179.00'	37°57'19"	118.58'
C26	179.00'	12°07'02"	37.86'
C27	221.00'	36°45'20"	141.77'
C28	200.00'	43°43'37"	152.64'
C29	179.00'	32°30'33"	101.56'
C30	114.00'	28°53'49"	57.50'

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N44°39'49"W	10.07'
L2	N58°54'03"W	9.16'
L3	N0°32'23"E	54.07'
L4	N45°20'11"E	19.56'
L5	N45°20'11"E	3.74'
L6	N58°54'03"W	2.50'
L7	N86°42'52"E	31.90'
L8	N10°16'39"E	15.86'

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L9	N17°45'11"E	15.12'
L10	N25°13'42"E	15.12'
L11	N32°42'14"E	15.12'
L12	N40°10'46"E	15.12'
L13	N47°39'18"E	15.12'
L14	N51°23'34"E	44.88'
L15	N44°39'49"W	21.00'
L16	N0°56'18"W	38.00'



FINAL MAP OF

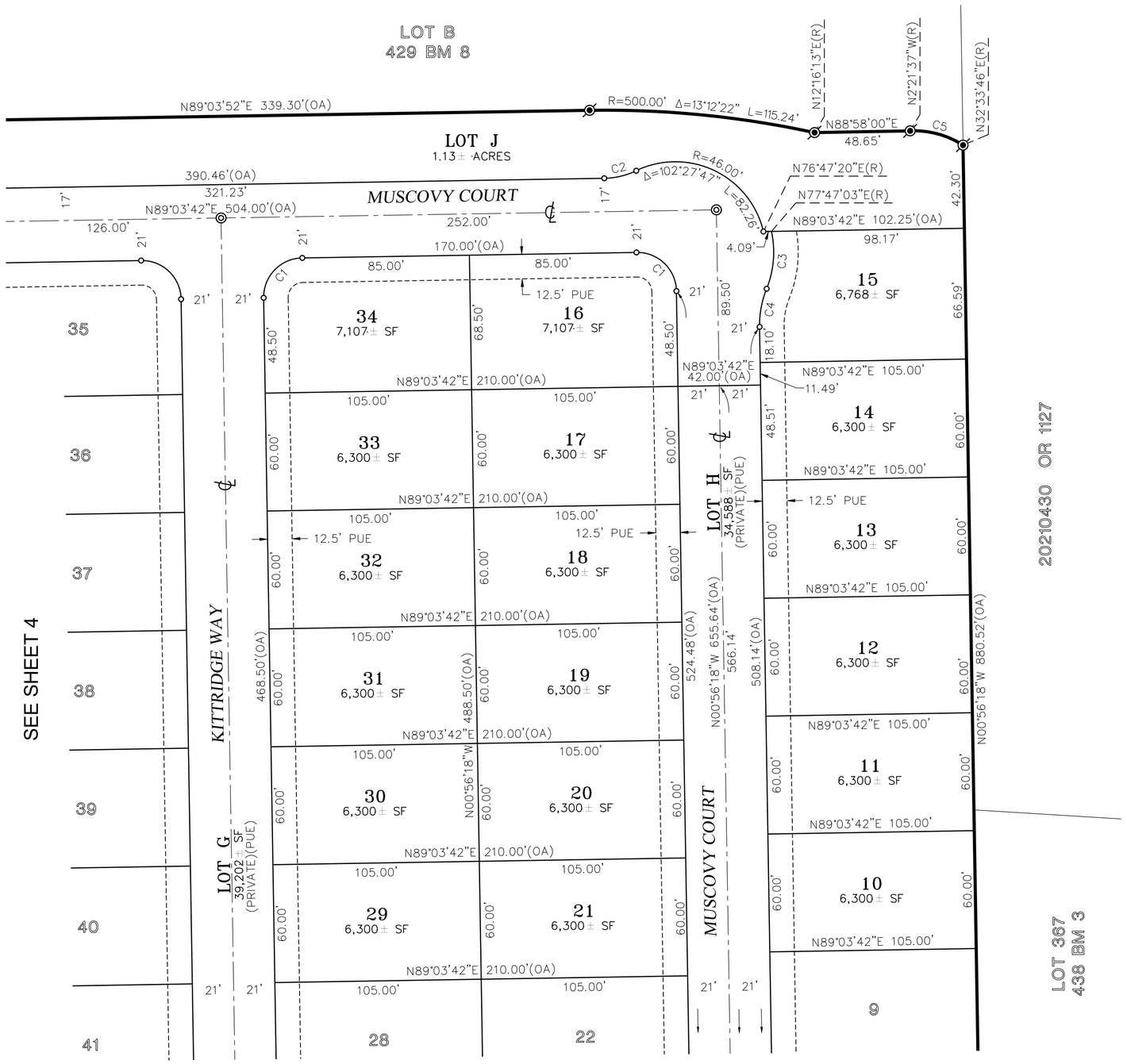
THE RANCH VILLAGE 12-2

SUBDIVISION NO. FM-2021-002-15

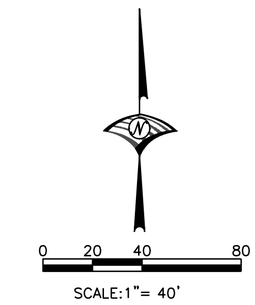
LOT 2 AND A PORTION OF LOT B OF THAT FINAL MAP RECORDED IN BOOK 448 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS; CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

AUGUST 2024

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SACRAMENTO, CA 95816 FAX 916.341.7767



CURVE TABLE – THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'
C2	39.00'	24°44'09"	16.84'
C3	50.00'	34°03'20"	29.72'
C4	50.00'	22°46'42"	19.88'
C5	46.45'	34°55'23"	28.31'



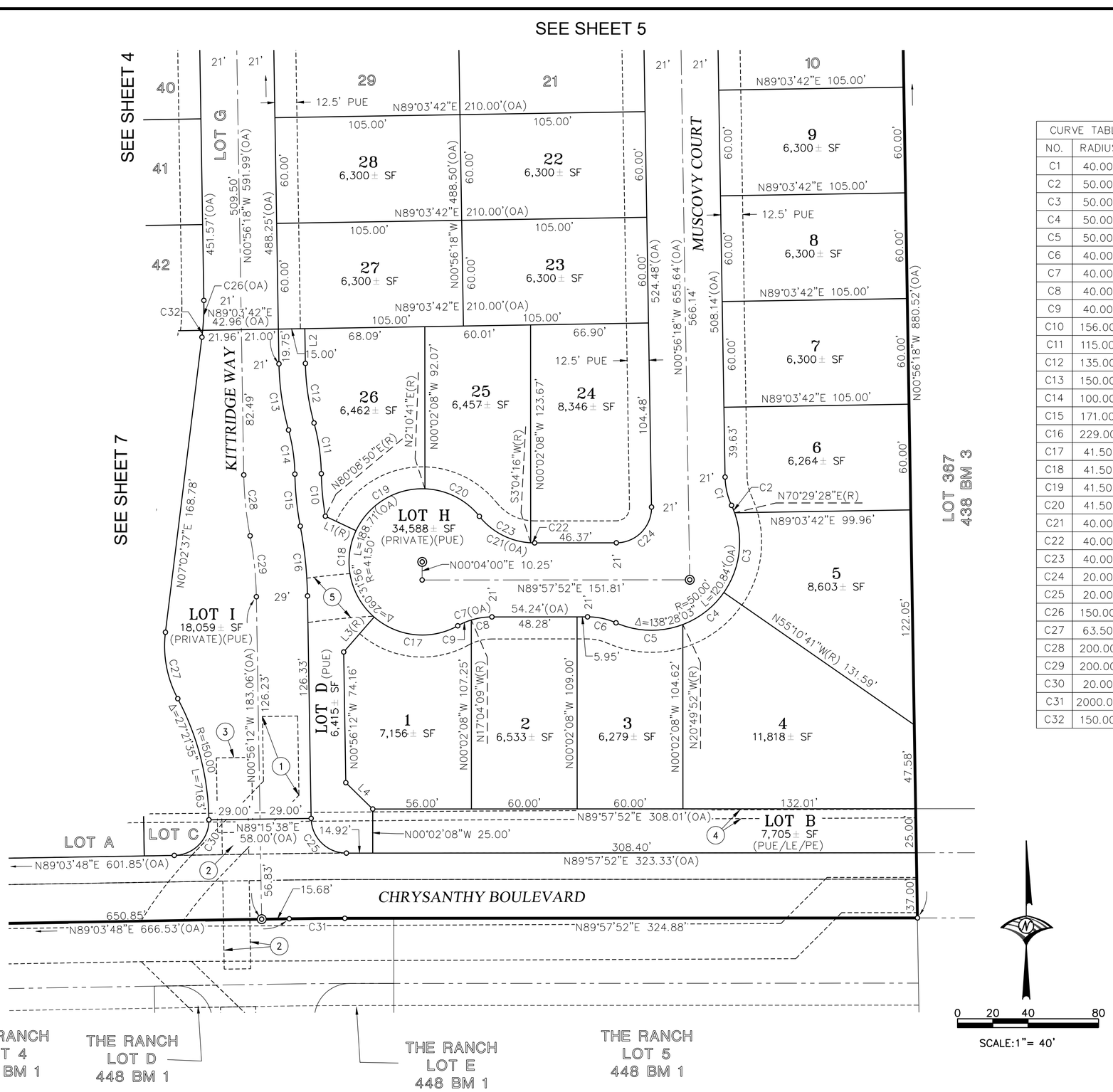
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF
THE RANCH VILLAGE 12-2
SUBDIVISION NO. FM-2021-002-15

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CURVE TABLE – THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	40.00'	23°46'56"	16.60'
C2	50.00'	5°12'43"	4.55'
C3	50.00'	54°19'50"	47.41'
C4	50.00'	34°20'49"	29.97'
C5	50.00'	44°34'41"	38.90'
C6	40.00'	23°46'56"	16.60'
C7	40.00'	29°02'44"	20.28'
C8	40.00'	17°02'02"	11.89'
C9	40.00'	12°00'43"	8.39'
C10	156.00'	8°54'52"	24.27'
C11	115.00'	14°32'01"	29.17'
C12	135.00'	14°32'01"	34.24'
C13	150.00'	14°32'01"	38.05'
C14	100.00'	14°32'01"	25.37'
C15	171.00'	9°57'53"	29.74'
C16	229.00'	9°58'00"	39.83'
C17	41.50'	70°07'49"	50.80'
C18	41.50'	74°13'28"	53.76'
C19	41.50'	66°54'16"	48.46'
C20	41.50'	49°16'22"	35.69'
C21	40.00'	51°29'11"	35.94'
C22	40.00'	3°06'23"	2.17'
C23	40.00'	48°22'48"	33.78'
C24	20.00'	90°54'11"	31.73'
C25	20.00'	89°05'56"	31.10'
C26	150.00'	7°58'56"	20.90'
C27	63.50'	35°08'21"	38.94'
C28	200.00'	9°57'53"	34.78'
C29	200.00'	9°58'00"	34.79'
C30	20.00'	89°47'58"	31.35'
C31	2000.00'	0°54'04"	31.46'
C32	150.00'	1°30'06"	3.93'

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N64°43'35"W	19.25'
L2	N0°56'18"W	19.75'
L3	N41°02'57"E	26.29'
L4	N45°29'10"W	21.38'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

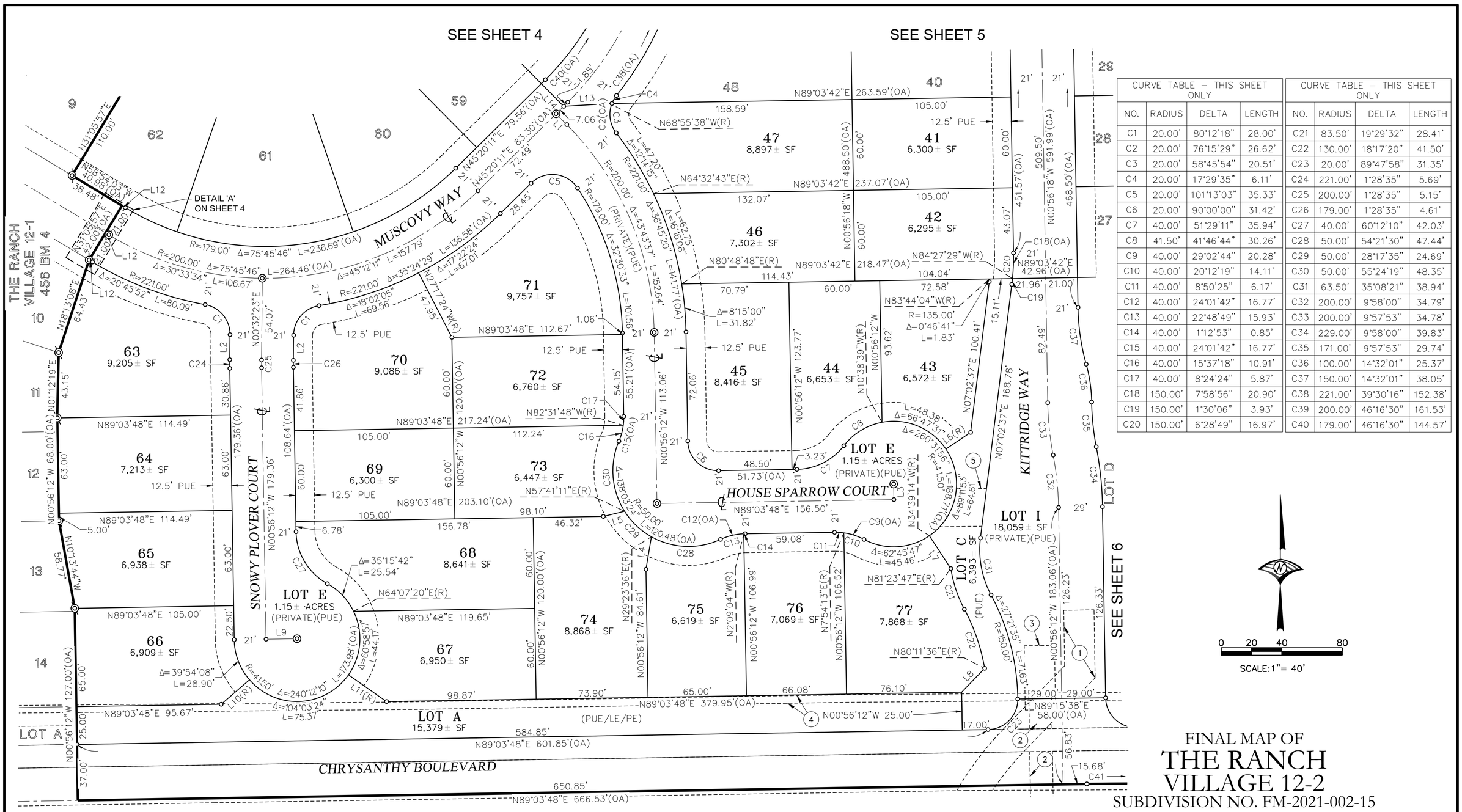
THE RANCH VILLAGE 12-2

SUBDIVISION NO. FM-2021-002-15

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CURVE TABLE – THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	20.00'	80°12'18"	28.00'
C2	20.00'	76°15'29"	26.62'
C3	20.00'	58°45'54"	20.51'
C4	20.00'	17°29'35"	6.11'
C5	20.00'	101°13'03"	35.33'
C6	20.00'	90°00'00"	31.42'
C7	40.00'	51°29'11"	35.94'
C8	41.50'	41°46'44"	30.26'
C9	40.00'	29°02'44"	20.28'
C10	40.00'	20°12'19"	14.11'
C11	40.00'	8°50'25"	6.17'
C12	40.00'	24°01'42"	16.77'
C13	40.00'	22°48'49"	15.93'
C14	40.00'	1°12'53"	0.85'
C15	40.00'	24°01'42"	16.77'
C16	40.00'	15°37'18"	10.91'
C17	40.00'	8°24'24"	5.87'
C18	150.00'	7°58'56"	20.90'
C19	150.00'	1°30'06"	3.93'
C20	150.00'	6°28'49"	16.97'

CURVE TABLE – THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C21	83.50'	19°29'32"	28.41'
C22	130.00'	18°17'20"	41.50'
C23	20.00'	89°47'58"	31.35'
C24	221.00'	1°28'35"	5.69'
C25	200.00'	1°28'35"	5.15'
C26	179.00'	1°28'35"	4.61'
C27	40.00'	60°12'10"	42.03'
C28	50.00'	54°21'30"	47.44'
C29	50.00'	28°17'35"	24.69'
C30	50.00'	55°24'19"	48.35'
C31	63.50'	35°08'21"	38.94'
C32	200.00'	9°58'00"	34.79'
C33	200.00'	9°57'53"	34.78'
C34	229.00'	9°58'00"	39.83'
C35	171.00'	9°57'53"	29.74'
C36	100.00'	14°32'01"	25.37'
C37	150.00'	14°32'01"	38.05'
C38	221.00'	39°30'16"	152.38'
C39	200.00'	46°16'30"	161.53'
C40	179.00'	46°16'30"	144.57'

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N44°39'49"W	10.07'
L2	N0°32'23"E	16.58'
L3	N0°56'12"W	10.25'
L4	N9°30'35"E	21.80'
L5	N76°23'19"E	14.44'
L6	N56°08'53"E	19.72'
L7	N33°10'50"W	25.97'

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L8	N43°57'46"E	21.88'
L9	N89°03'48"E	20.50'
L10	N49°09'41"E	24.75'
L11	N54°53'43"W	30.73'
L12	N58°54'03"W	2.50'
L13	N86°42'52"E	31.90'
L14	N44°39'49"W	21.00'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

THE RANCH VILLAGE 12-2

SUBDIVISION NO. FM-2021-002-15

LOT 2 AND A PORTION OF LOT B OF THAT FINAL MAP RECORDED IN BOOK 448 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS; CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

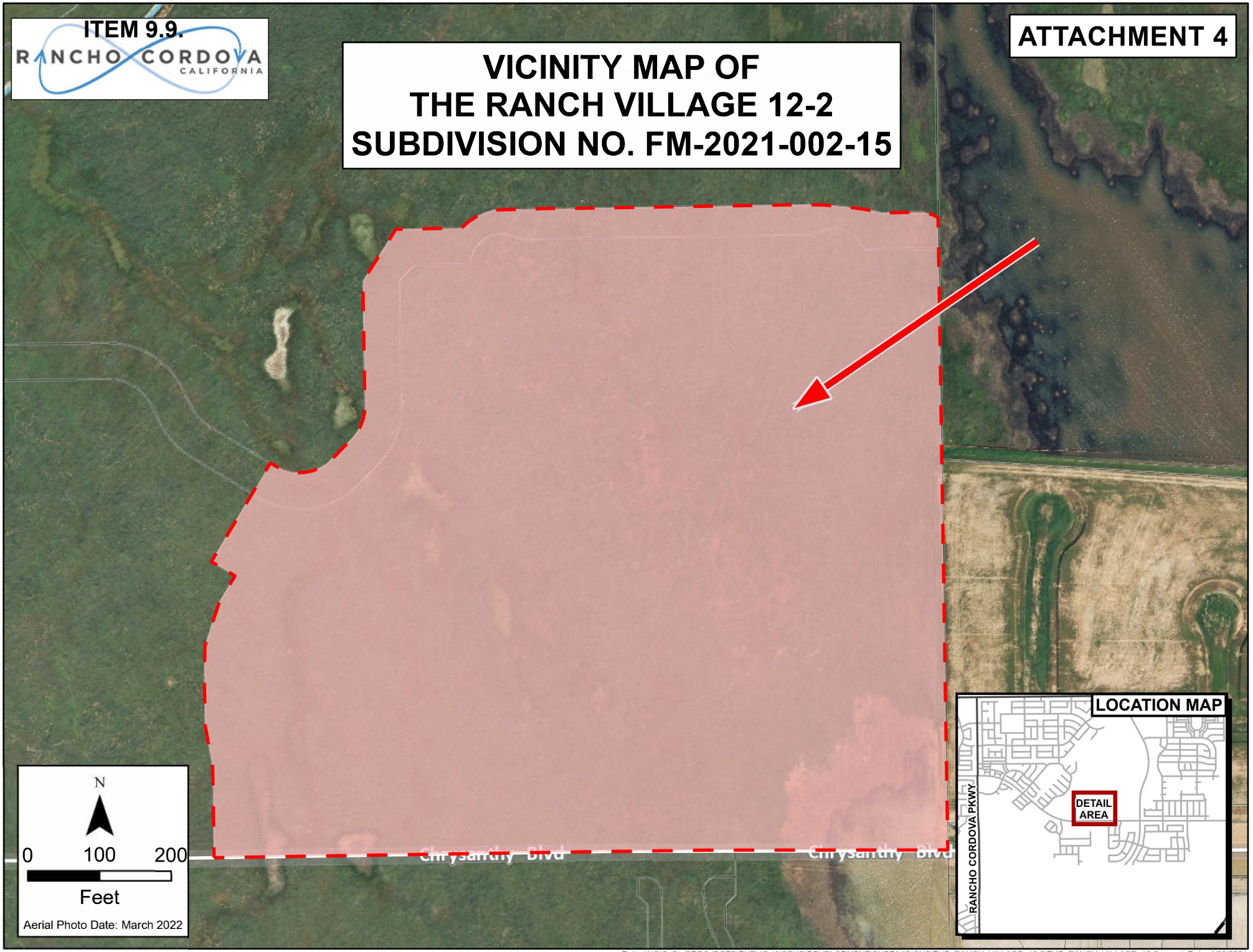
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RANCHO CORDOVA CALIFORNIA

ATTACHMENT 4

VICINITY MAP OF THE RANCH VILLAGE 12-2 SUBDIVISION NO. FM-2021-002-15



Path: X:\GIS_Staff\PROJECTS\PUBLIC_WORKS\DEVELOPMENT\SUBDIVISIONS\THE_RANCH_VILLAGE_12-2\THE_RANCH_VILLAGE_12-2.aprx | Date: 4/23/2024

MEMORANDUM

ITEM 9.10.

DATE: August 5, 2024

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Quoc Nham, Senior Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE THE FINAL MAP OF THE RANCH VILLAGE 15-2 AND 18, SUBDIVISION NO. FM-2021-002-17 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT NO. 2024-103 WITH K. HOVNANIAN AT JAEGER RANCH, LLC**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would result in the City entering into Subdivision Improvement Agreement Contract No. 2024-103, Attachment 2 with K. Hovnanian at Jaeger Ranch, LLC, guaranteeing the construction of public utilities and the recording of the final subdivision map of The Ranch Village 15-2 & 18, Attachment 3 creating 91 residential lots, three (3) landscape lots, and six (6) roadway lots south of Chrysanthy Boulevard and east of Rancho Cordova Parkway.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act. The City Council approved the Small Lot Tentative Map on January 6, 2020. A Development Agreement by the City and K. Hovnanian at Jaeger Ranch, LLC, was entered into on February 21, 2020, and recorded on May 1, 2020, in the Official Records of Sacramento County at Document No. 202005010617. The City Council approved the Large Lot Final Map of the Ranch-Phase 2 on June 5, 2023. A copy of the final map, Attachment 3, and a copy of the vicinity map, Attachment 4, are included with this letter.

K. Hovnanian at Jaeger Ranch, LLC has provided a performance and labor and material bond guaranteeing the construction of the public improvements. Wood Rodgers, Inc. has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Wallace-Kuhl and Associates dated November 11, 2019.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2024/2025 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact on the City.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2024-103
3. Final Map Ranch Village 15 & 18
4. Vicinity Map Ranch Village 15 & 18

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF THE RANCH VILLAGE 15-2 & 18, SUBDIVISION NO. FM-2021-002-17, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT NO. 2024-103 WITH K. HOVNANIAN AT JAEGER RANCH, LLC

WHEREAS, the City Council approved the Small Lot Tentative Map on January 6, 2020, per Resolution No. 5-2020; and

WHEREAS, the map is in substantial compliance with the approved Tentative Map; and

WHEREAS, the conditions of approval have been complied with; and

WHEREAS, the map complies with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act; and

WHEREAS, the approval of final maps is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Regulation Section 15268(b)(3) as a ministerial approval; and

WHEREAS, the City desires to enter into a subdivision improvement agreement with the developer to ensure necessary public improvements are completed and secured with a bond.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Final Map of The Ranch Village 15-2 & 18 Subdivision No. FM-2021-002-17 and does authorize the City Manager to execute Subdivision Improvement Agreement No. 2024-103 with K. Hovnanian at Jaeger Ranch, LLC, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of August 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
David Sander, Mayor

_____
Stacy Leitner, CMC
City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THE RANCH VILLAGE 15-2 & 18 FINAL MAP
SUBDIVISION NO. FM-2021-002-17

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter, "Agreement") entered into this _____ day of _____, 20__, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and **K. Hovnanian at Jaeger Ranch, LLC**. (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **The Ranch Village 15-2 & 18 Final Map, FM-2021-002-017** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements.** In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova Municipal Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **24** months of the date of this Agreement.

5. **Payment For Services.** Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova Municipal Code.

6. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof. Acceptance will be postponed until such time the City determines a public purpose exists. Public Purpose is defined as existence of habitable structures within the subdivision.

7. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

8. **Correction of Defects.** Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

9. **Indemnity.** Principal shall indemnify and hold harmless with counsel selected by the City, the City of Rancho Cordova, its agents, officers, consultants, and employees ("City") from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

10. **Extension of Completion Date.** If the construction of the work or improvement

should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

11. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova Municipal Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$2,015,706.00**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

12. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

13. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the

requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

14. Execution By Real Party In Interest. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

15. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

16. City Construction of Improvements. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

17. Interest. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this Agreement and the sum due is certain or reasonably capable of being made certain.

18. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including

reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

19. Amendments. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

20. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

21. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

22. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

23. Time. Time is of the essence in the performance of each and every term of this Agreement.

SIGNATURE PAGE FOLLOWING

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

CITY OF RANCHO CORDOVA,
California Municipal Corporation

_____
Micah Runner, City Manager

Date: _____

K. Hovnanian at Jaeger Ranch, LLC
A California Limited Liability Company

_____
John Baayoun, Division President

Date: 7/11/2024

ATTEST:

_____
Stacy Leitner, CMC, City Clerk

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF THE RANCH – PHASE 2 VILLAGE 15–2 & 18.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES, THE PUBLIC ROAD DESIGNATED HEREON AS NORTH CAMPUS ROAD, AS SHOWN HEREON, AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

1. EASEMENT FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND 12.50', 10.00', AND 15.00' IN WIDTH, SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE).
2. EASEMENT FOR THE PURPOSES OF PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SEWER, GAS AND DRAINAGE PIPES, POLES, OVERHEAD LINES AND OTHER APPURTENANCES AS TOGETHER WITH AND AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOTS A, B, CC, EE, FF, GG, HH, O, AND S. (PUE)
3. EASEMENTS FOR LANDSCAPING AND ALL APPURTENANCES PERTAINING THERETO LYING ON, OVER AND ACROSS LOT B, SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT" (LE).
4. RIGHTS–OF–WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOT B, SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (PE).
5. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS, AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE FEET IN WIDTH LYING CONTIGUOUS TO THE PRIVATE STREETS SHOWN HEREON.

K. HOVNANIAN AT JAEGER RANCH, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

NAME: Yahya Baayoun

TITLE: Division President

SURVEYOR'S STATEMENT

THIS FINAL MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF K. HOVNANIAN AT JAEGER RANCH, LLC, IN NOVEMBER 2023. I HEREBY STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE AUGUST 31, 2026 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I FURTHER CERTIFY THAT THE SIZE, SHAPE, LAYOUT AND NUMBER OF LOTS ARE IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED TENTATIVE MAP AND ANY SUBSEQUENT AMENDMENTS FOR THE PROJECT.

WOOD RODGERS, INC.

_____
DENNIS L. BARBER
P.L.S. 8067

7/10/24
DATE

PROFESSIONAL LAND SURVEYOR
DENNIS L. BARBER
No. 8067
STATE OF CALIFORNIA

NOTARY'S 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 Placer) SS

ON 10 DAY OF July, 2024 BEFORE ME, Stacy Munroe,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
Yahya Baayoun
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: _____

PRINTED NAME: S. Munroe

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF:
Placer

MY COMMISSION EXPIRES: March 26, 2028

MY COMMISSION No.: 2485591

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP – SUBDIVISION NO. 2023–00_–0_, THE RANCH PHASE 2 – VILLAGE 15–2 & 18 – AND FIND IT TO BE TECHNICALLY CORRECT.

LICENSED LAND SURVEYOR
JOCELYN L. LIMAS
9596
STATE OF CALIFORNIA

_____
JOCELYN L. LIMAS
PLS 9596

_____
DATE

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC, ALL EASEMENTS AND RIGHTS–OF–WAY SHOWN HEREON, AND DO HEREBY CERTIFY THE ABANDONMENTS LISTED HEREON.

BY: _____ DATED: _____
CITY CLERK, CITY OF RANCHO CORDOVA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF THE RANCH VILLAGE 15–2 & 18, AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____
CITY ENGINEER, ALBERT STRICKER, R.C.E. 64057

DATED: _____

REGISTERED PROFESSIONAL ENGINEER
ALBERT STRICKER
No. 64057
CIVIL
STATE OF CALIFORNIA

RECORDER'S STATEMENT

FILED THIS_____DAY OF _____, 2024, AT _____ ___.M. IN BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF WOOD RODGERS, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

DONNA ALLRED COUNTY RECORDER DOCUMENT NO.: _____
COUNTY OF SACRAMENTO

BY: _____ FEE: $ _____
DEPUTY RECORDER

FINAL MAP OF

THE RANCH - PHASE 2
VILLAGE 15-2 & 18

SUBDIVISION NO. FM-2021-002-017

LOT 9 OF THAT FINAL MAP RECORDED IN BOOK 448 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS;
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA

AUGUST 2024

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

BENEFICIARY'S STATEMENT

WILMINGTON TRUST, NATIONAL ASSOCIATION AS BENEFICIARY UNDER DEED OF TRUST RECORDED MARCH 12, 2020, AS DOCUMENT NO. 202003120392, SACRAMENTO COUNTY RECORDS.

BY: _____

NAME: Timothy J Collison

TITLE: Division Controller

NOTARY'S 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 Placer) SS

ON 10 DAY OF July, 2024 BEFORE ME, Stacy Munroe, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Timothy Collison

_____ 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: _____

PRINTED NAME: S. Munroe

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF:

Placer

MY COMMISSION EXPIRES: March 26, 2028

MY COMMISSION No.: 2485591

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE EAST LINE OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH", FILED FOR RECORD IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS. THE BEARING OF SAID LINE IS NORTH 00°56'18" WEST. DISTANCES SHOWN HEREON ARE GROUND BASED. TO DETERMINE GRID DISTANCES, MULTIPLY BY A COMBINED SCALE FACTOR OF 1.0000470000.

REFERENCES:

(1) 448 BM 1 – LARGE LOT MAP OF THE RANCH–PHASE 2

(2) 429 BM 8 – LARGE LOT FINAL MAP OF THE RANCH

(3) 450 BM 10 – THE RANCH – PHASE 2 VILLAGES 15–1, 19, 20, AND 21–1

LEGEND

○	DIMENSION POINT
●	FOUND MONUMENT AS NOTED
⊘	3/4" IRON PIPE WITH CAP STAMPED "LS 7944" TO BE SET PER (3)
◎	SET 5/8" REBAR WITH CAP STAMPED "LS 8067"
℄	CENTERLINE
(6)	SHEET NUMBER REFERENCE

BM	BOOK OF MAPS
IOD	IRREVOCABLE OFFER OF DEDICATION
L=	ARC LENGTH
(R)	RADIAL BEARING
OR	OFFICIAL RECORD
PUE	PUBLIC UTILITY EASEMENT
(OA)	OVERALL
SCR	SACRAMENTO COUNTY RECORDS
SF	SQUARE FEET

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS SUBDIVISION OF "THE RANCH – VILLAGE 15–2 & 18" IS 15.82± ACRES, CONSISTING OF 92 RESIDENTIAL LOTS, 3 LANDSCAPE LOTS, 6 PRIVATE ROADWAY LOTS.
5. 5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
6. A SOILS REPORT DATED SEPTEMBER 26, 2019, WAS PREPARED FOR THIS SUBDIVISION BY WALLACE KUHL & ASSOCIATES. A COPY OF THIS REPORT ENTITLED "GEOTECHNICAL ENGINEERING REPORT, THE RANCH – RESIDENTIAL DEVELOPMENT, RANCHO CORDOVA, CALIFORNIA, WKA NO. 11103.03", IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE CITY OF RANCHO CORDOVA BUILDING INSPECTOR.
7. LOT O AND LOT S ARE FOR PRIVATE LANDSCAPING, PEDESTRIAN AND PUBLIC UTILITY EASEMENT PURPOSES AND SHALL BE GRANTED TO THE HOMEOWNER'S ASSOCIATION BY SEPARATE DOCUMENT.
8. LOT B IS FOR ROADWAY AND PUBLIC UTILITY EASEMENT PURPOSES AND SHALL BE GRANTED TO THE CITY OF RANCHO CORDOVA.
9. LOTS A, CC, DD, EE, FF, GG, AND HH ARE FOR PRIVATE ROADWAY AND PUBLIC UTILITY PURPOSES AND SHALL BE GRANTED TO THE HOMEOWNER'S ASSOCIATION BY SEPARATE DOCUMENT.
10. NOTICE IS HEREBY GIVEN THAT THE KIEFER LANDFILL IS LOCATED APPROXIMATELY 2 MILES SOUTHEASTERLY OF THIS SUBDIVISION.
11. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFER OF DEDICATION FOR NON–EXCLUSICE ROAD (NER) AND PUBLIC UTILITY EASEMENT (PUE) ARE HEREBY ABANDONED:
    - 11.1. ALL OF THAT PORTION OF THE NER/PUE SHOWN ON THAT MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH – PHASE 2" FILED IN BOOK 448 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.
    - 11.2. ALL OF THAT PORTION OF THE PUE SHOWN ON THE MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH – PHASE 2" FILED IN BOOK 448 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.
12. THE SACRAMENTO AREA SEWER DISTRICT EASEMENT RECORDED IN DOCUMENT NUMBER _____ LIES WITHIN LOTS A, CC, EE, FF, GG, AND HH, AS SHOWN HEREON.

FINAL MAP OF

THE RANCH - PHASE 2 VILLAGE 15-2 & 18

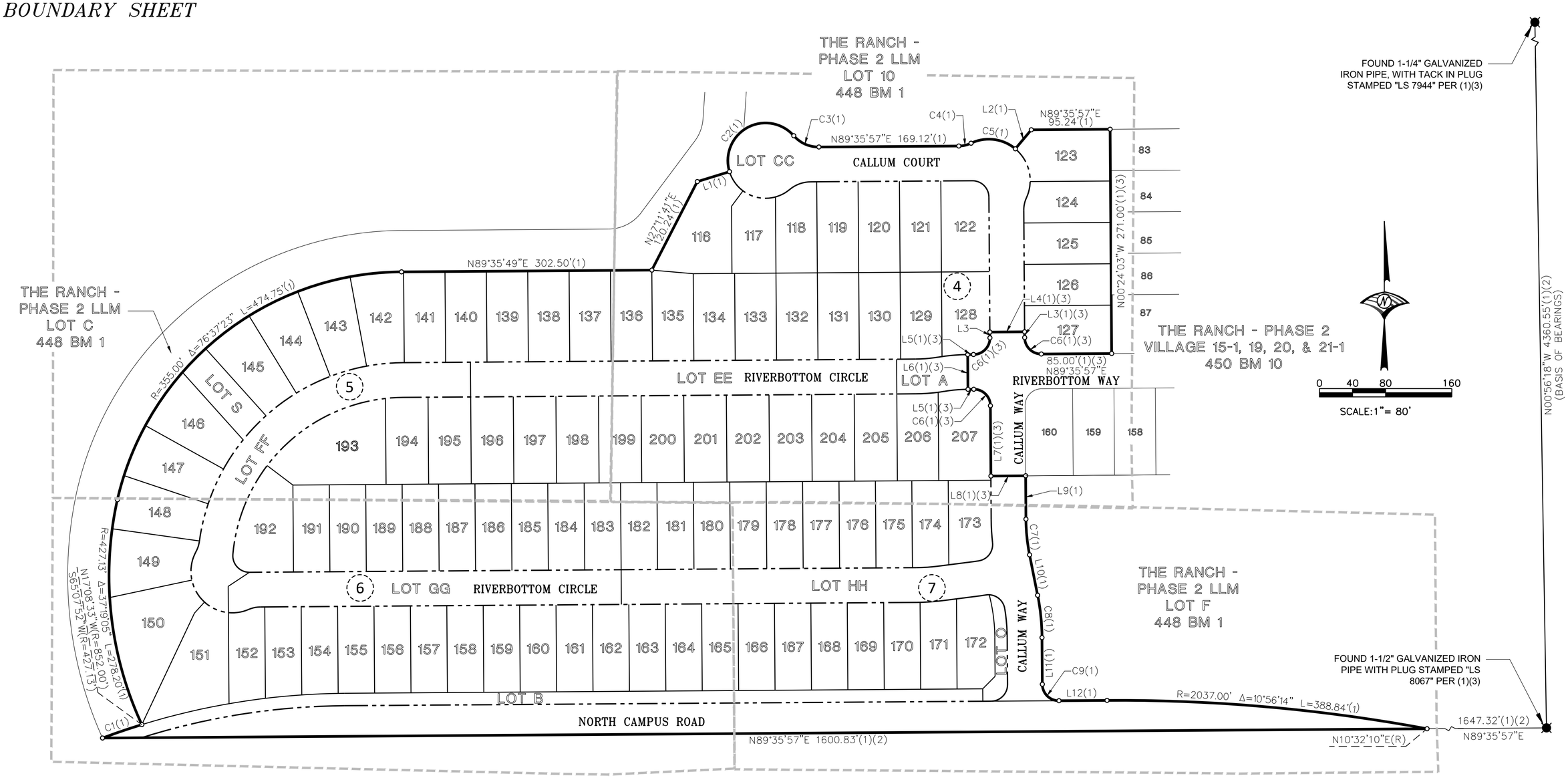
SUBDIVISION NO. FM-2021-002-017

LOT 9 OF THAT FINAL MAP RECORDED IN BOOK 448 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS;
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

AUGUST 2024

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

BOUNDARY SHEET



LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N72°54'33"E(R)	40.71'
L2	N39°54'50"E(R)	30.00'
L3	N0°24'03"W	7.00'
L4	N89°35'57"E	42.00'
L5	N89°35'57"E	7.00'
L6	N0°24'03"W	42.00'
L7	N0°24'03"W	85.00'
L8	N89°35'57"E	42.00'
L9	N0°24'03"W	52.35'
L10	N11°16'36"W	49.82'
L11	N0°24'03"W	56.39'
L12	N89°35'57"E	58.10'

CURVE TABLE – THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	852.00'	3°22'47"	50.26'
C2	45.50'	155°46'21"	123.70'
C3	40.00'	49°04'57"	34.27'
C4	35.00'	25°03'27"	15.31'
C5	50.00'	65°22'21"	57.05'
C6	20.00'	90°00'00"	31.42'
C7	229.00'	10°52'33"	43.47'
C8	271.00'	10°52'33"	51.44'
C9	20.00'	90°00'00"	31.42'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

THE RANCH - PHASE 2 VILLAGE 15-2 & 18

SUBDIVISION NO. FM-2021-002-017

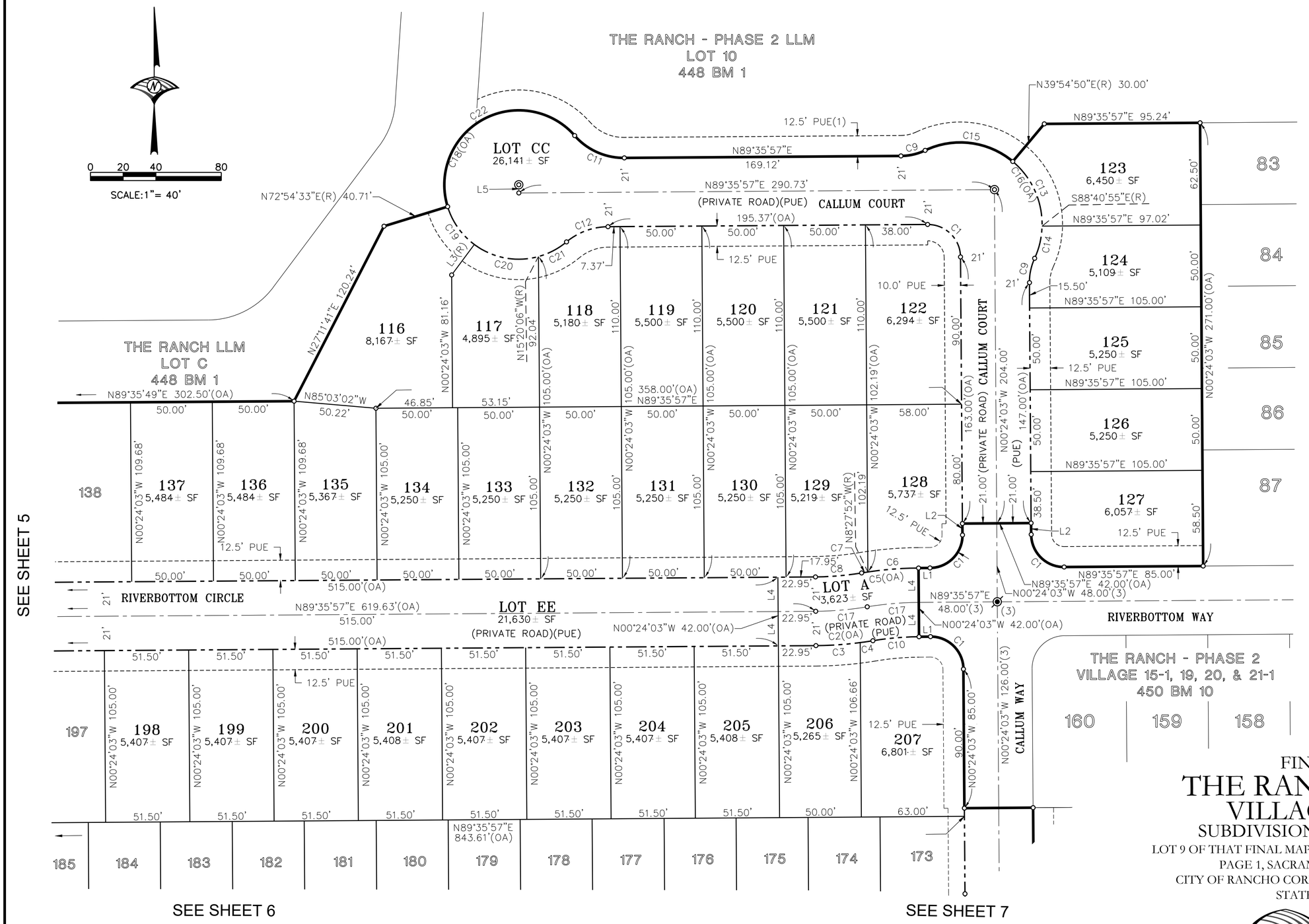
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Sheet 3 of 7

1296.008



CURVE TABLE – THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'
C2	221.00'	9°04'07"	34.98'
C3	221.00'	7°01'48"	27.12'
C4	221.00'	2°02'20"	7.86'
C5	221.00'	9°04'07"	34.98'
C6	221.00'	8°03'49"	31.10'
C7	221.00'	1°00'19"	3.88'
C8	179.00'	9°04'07"	28.33'
C9	35.00'	25°03'27"	15.31'
C10	179.00'	9°04'07"	28.33'
C11	40.00'	49°04'57"	34.27'
C12	40.00'	39°28'21"	27.56'
C13	50.00'	51°24'15"	44.86'
C14	50.00'	23°20'19"	20.37'
C15	50.00'	65°22'21"	57.05'
C16	50.00'	140°06'55"	122.27'
C17	200.00'	9°04'07"	31.66'
C18	45.50'	268°33'18"	213.27'
C19	45.50'	36°14'36"	28.78'
C20	45.50'	52°00'03"	41.30'
C21	45.50'	24°32'18"	19.49'
C22	45.50'	155°46'21"	123.70'

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N89°35'57"E	7.00'
L2	N0°24'03"W	7.00'
L3	N36°39'57"E	23.23'
L4	N0°24'03"W	21.00'
L5	N0°24'03"W	5.00'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

THE RANCH - PHASE 2
VILLAGE 15-2 & 18

SUBDIVISION NO. FM-2021-002-017

LOT 9 OF THAT FINAL MAP RECORDED IN BOOK 448 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS;
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

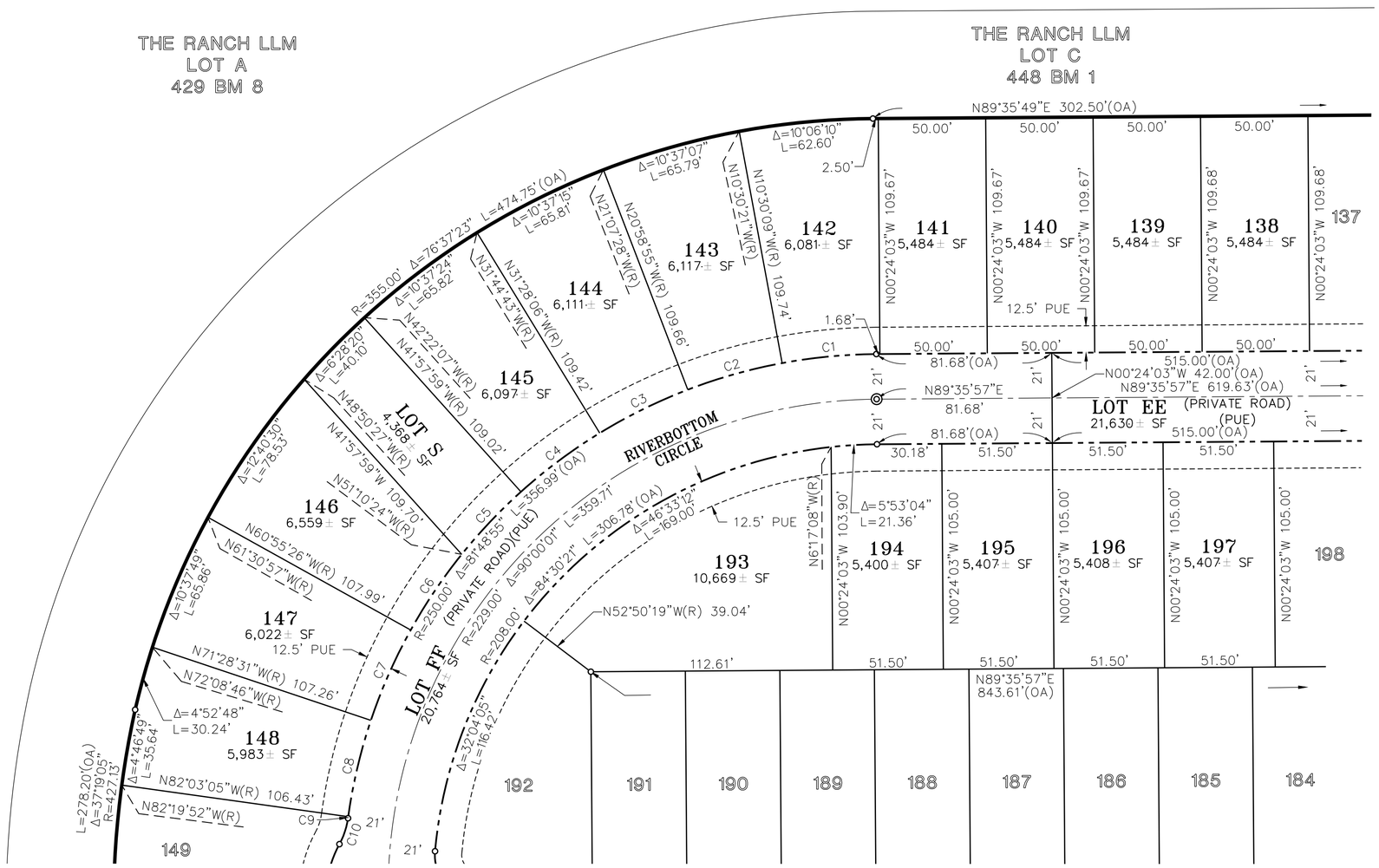
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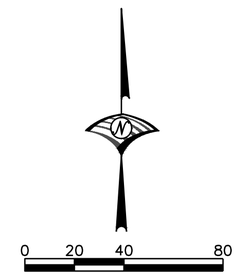
Sheet 4 of 7

1296.008

CURVE TABLE – THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	250.00'	10°06'06"	44.08'
C2	250.00'	10°28'46"	45.73'
C3	250.00'	10°29'11"	45.76'
C4	250.00'	10°29'52"	45.81'
C5	250.00'	9°12'25"	40.17'
C6	250.00'	9°45'03"	42.55'
C7	250.00'	10°33'05"	46.04'
C8	250.00'	10°34'34"	46.15'
C9	250.00'	0°09'53"	0.72'
C10	35.00'	20°57'50"	12.81'



SEE SHEET 4



SEE SHEET 6

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

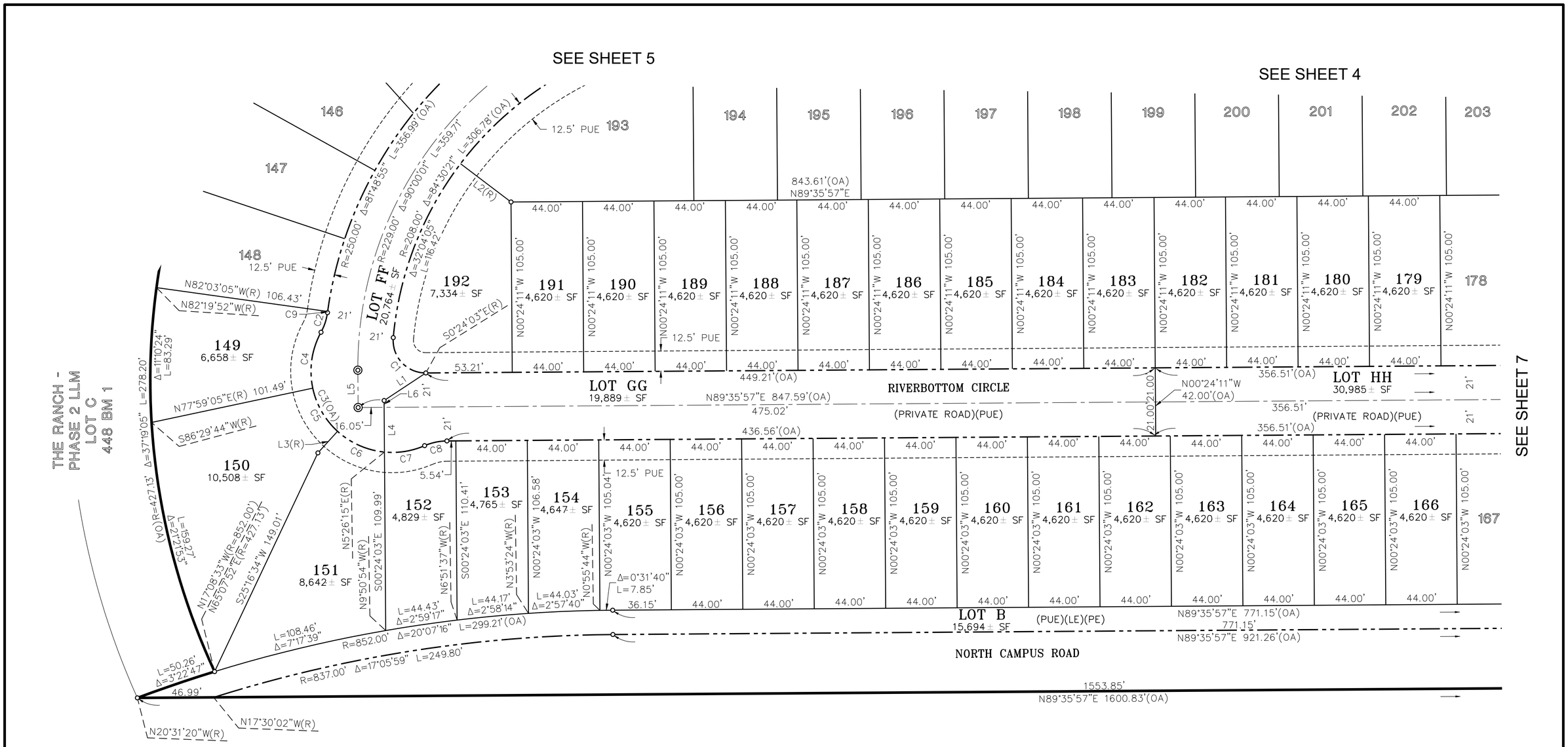
THE RANCH - PHASE 2
VILLAGE 15-2 & 18

SUBDIVISION NO. FM-2021-002-017

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Sacramento, CA 95816 Fax 916.341.7767



CURVE TABLE – THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	20.00'	95°29'39"	33.33'
C2	35.00'	20°57'50"	12.81'
C3	50.00'	142°16'10"	124.15'
C4	50.00'	40°45'47"	35.57'
C5	50.00'	35°42'32"	31.16'
C6	50.00'	36°50'18"	32.15'
C7	50.00'	28°57'34"	25.27'
C8	35.00'	23°07'15"	14.12'
C9	250.00'	00°09'53"	0.72'

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N56°30'45"E	30.81'
L2	N52°50'19"W(R)	39.04'
L3	N42°16'33"E	18.00'
L4	N0°24'03"W	27.57'
L5	N0°24'03"W	23.00'
L6	N0°24'03"W	4.18'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

THE RANCH - PHASE 2 VILLAGE 15-2 & 18

SUBDIVISION NO. FM-2021-002-017

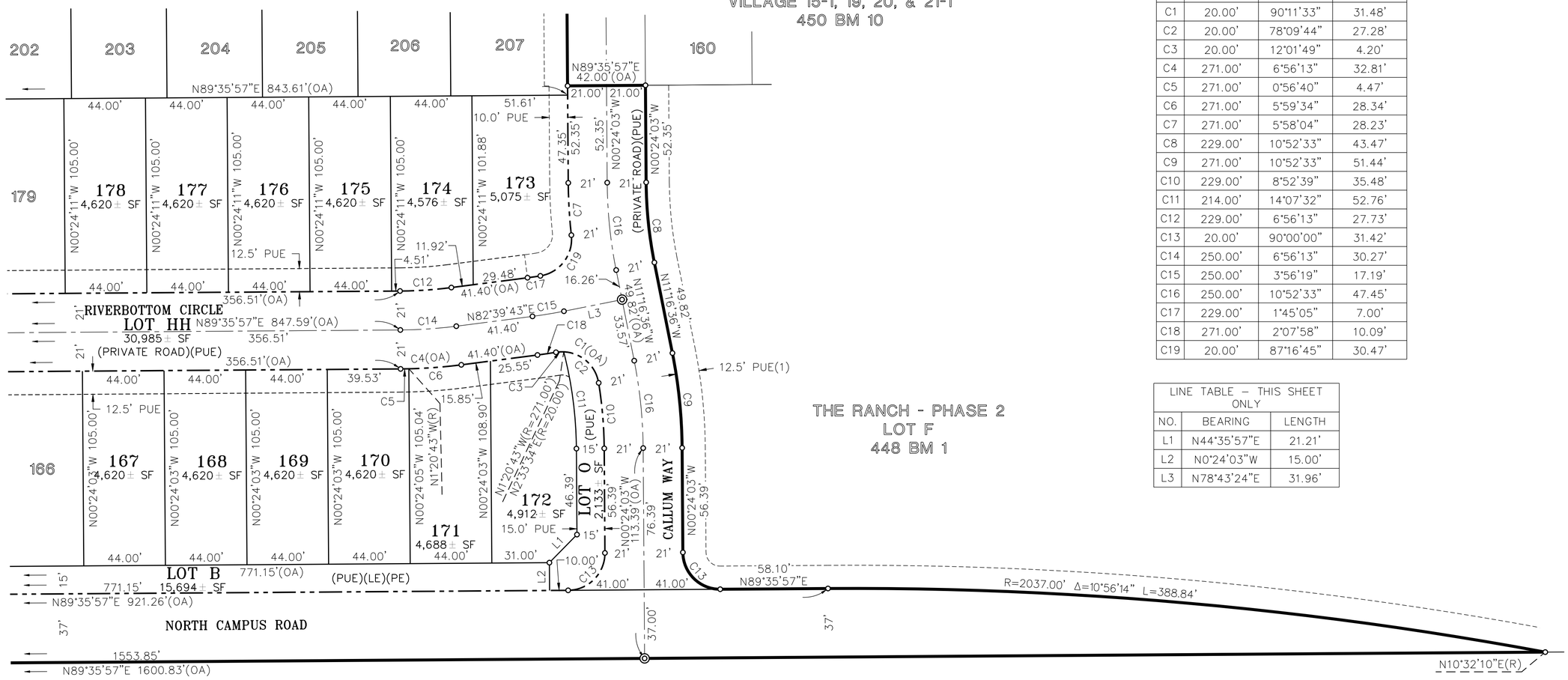
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SACRAMENTO, CA 95816 FAX 916.341.7767

SEE SHEET 4

SEE SHEET 6



CURVE TABLE – THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	20.00'	90°11'33"	31.48'
C2	20.00'	78°09'44"	27.28'
C3	20.00'	12°01'49"	4.20'
C4	271.00'	6°56'13"	32.81'
C5	271.00'	0°56'40"	4.47'
C6	271.00'	5°59'34"	28.34'
C7	271.00'	5°58'04"	28.23'
C8	229.00'	10°52'33"	43.47'
C9	271.00'	10°52'33"	51.44'
C10	229.00'	8°52'39"	35.48'
C11	214.00'	14°07'32"	52.76'
C12	229.00'	6°56'13"	27.73'
C13	20.00'	90°00'00"	31.42'
C14	250.00'	6°56'13"	30.27'
C15	250.00'	3°56'19"	17.19'
C16	250.00'	10°52'33"	47.45'
C17	229.00'	1°45'05"	7.00'
C18	271.00'	2°07'58"	10.09'
C19	20.00'	87°16'45"	30.47'

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N44°35'57"E	21.21'
L2	N0°24'03"W	15.00'
L3	N78°43'24"E	31.96'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

THE RANCH - PHASE 2
VILLAGE 15-2 & 18

SUBDIVISION NO. FM-2021-002-017

LOT 9 OF THAT FINAL MAP RECORDED IN BOOK 448 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS;
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

AUGUST 2024

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

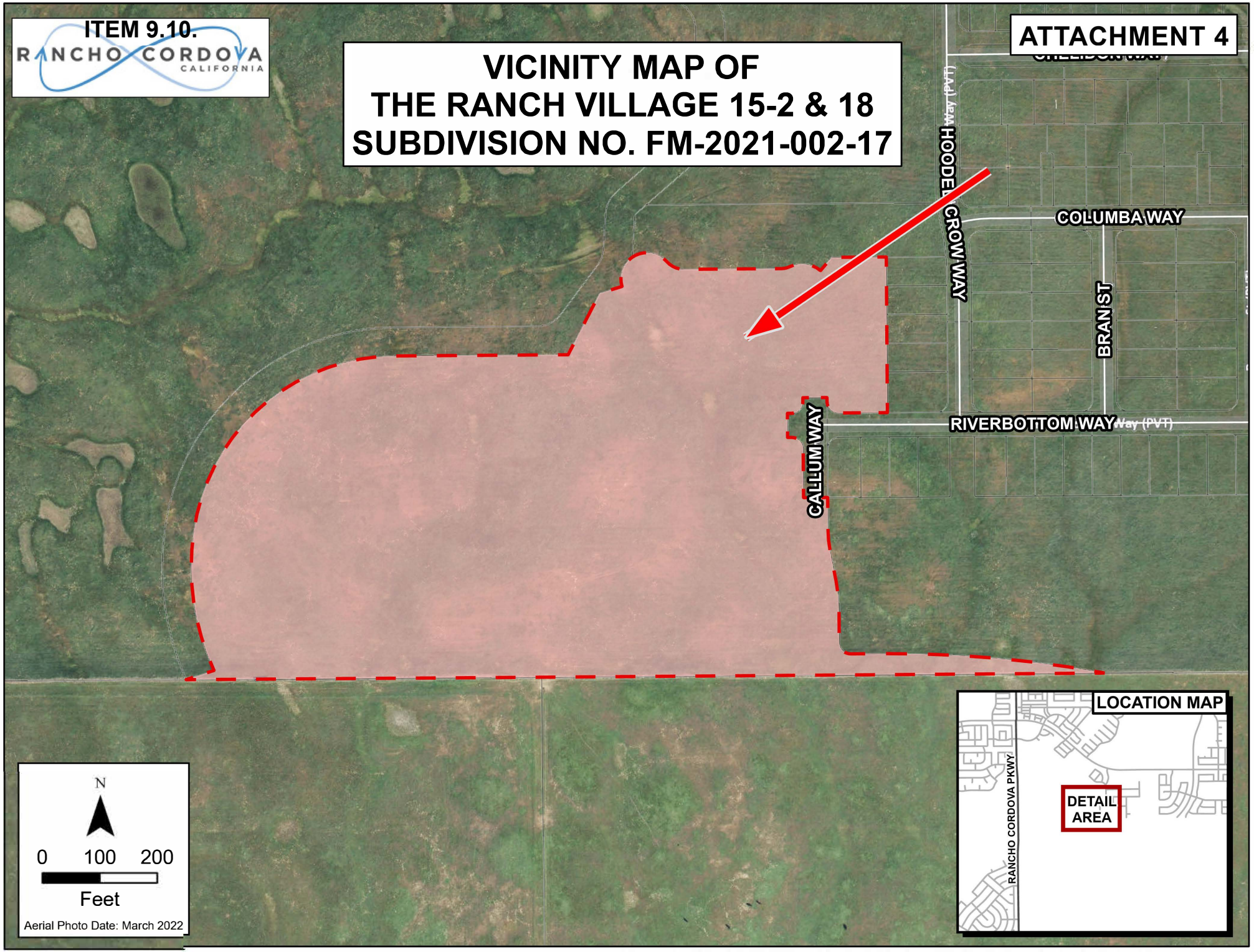
Sheet 7 of 7

1296.008

RANCHO CORDOVA CALIFORNIA

ATTACHMENT 4

VICINITY MAP OF THE RANCH VILLAGE 15-2 & 18 SUBDIVISION NO. FM-2021-002-17



MEMORANDUM

ITEM 9.11.

DATE: August 5, 2024

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Quoc Nham, Senior Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE THE FINAL MAP OF THE RANCH VILLAGE 21-2 & 22, SUBDIVISION NO. FM-2021-002-16 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2024-104 WITH K. HOVNANIAN AT JAEGER RANCH, LLC**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would result in the City entering into Subdivision Improvement Agreement Contract No. 2024-104, Attachment 2 with K. Hovnanian at Jaeger Ranch, LLC, guaranteeing the construction of public utilities and the recording of the final subdivision map of The Ranch Village 21-2 & 22. The final map creates 115 residential lots, one (1) landscape lot, 14 alley lots and nine (9) roadway lots located south of Chrysanthy Boulevard and east of Rancho Cordova Parkway.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act. The City Council approved the Small Lot Tentative Map on January 6, 2020. A Development Agreement by the City and K. Hovnanian at Jaeger Ranch, LLC., was entered into on February 21, 2020, and recorded on May 1, 2020, in the Official Records of Sacramento County at Document No. 202005010617. The City Council approved the Large Lot Final Map of the Ranch-Phase 2 on June 5, 2023. A copy of the final map, Attachment 3, and a copy of the vicinity map, Attachment 4, are included with this letter.

K. Hovnanian at Jaeger Ranch, LLC., has provided a performance and labor and material bond guaranteeing the construction of the public improvements. Wood Rodgers, Inc. has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Wallace-Kuhl and Associates dated November 11, 2019.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2024/2025 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the City.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2024-104
3. Final Map Ranch Village 21-2 & 22
4. Vicinity Map Ranch Village 21-2 & 22

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF THE RANCH VILLAGE 21-2 & 22, SUBDIVISION NO. FM-2021-002-16, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT NO. 2024-104 WITH K. HOVNANIAN AT JAEGER RANCH, LLC

WHEREAS, the City Council approved the Small Lot Tentative Map on January 6, 2020, per Resolution No. 5-2020; and

WHEREAS, the map is in substantial compliance with the approved Tentative Map; and

WHEREAS, the conditions of approval have been complied with; and

WHEREAS, the map complies with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act; and

WHEREAS, the approval of final maps is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Regulation Section 15268(b)(3) as a ministerial approval; and

WHEREAS, the City desires to enter into a subdivision improvement agreement with the developer to ensure necessary public improvements are completed and secured with a bond.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Final Map of The Ranch Village 21-2 & 22 Subdivision No. FM-2021-002-16 and does authorize the City Manager to execute Subdivision Improvement Agreement No. 2024-104 with K. Hovnanian at Jaeger Ranch, LLC, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of August 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
David Sander, Mayor

_____
Stacy Leitner, CMC
City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THE RANCH VILLAGE 21-2 & 22 FINAL MAP
SUBDIVISION NO. FM-2021-002-16

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter, "Agreement") entered into this _____ day of _____, 20__, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and **K. Hovnanian at Jaeger Ranch, LLC**. (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **The Ranch Village 21-2 & 22 Final Map, FM-2021-002-016** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements.** In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova Municipal Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **24** months of the date of this Agreement.

5. **Payment For Services.** Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova Municipal Code.

6. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof. Acceptance will be postponed until such time the City determines a public purpose exists. Public Purpose is defined as existence of habitable structures within the subdivision.

7. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

8. **Correction of Defects.** Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

9. **Indemnity.** Principal shall indemnify and hold harmless with counsel selected by the City, the City of Rancho Cordova, its agents, officers, consultants, and employees ("City") from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

10. **Extension of Completion Date.** If the construction of the work or improvement

should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

11. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova Municipal Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$2,164,404.00**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

12. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

13. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the

requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

14. Execution By Real Party In Interest. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

15. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

16. City Construction of Improvements. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

17. Interest. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this Agreement and the sum due is certain or reasonably capable of being made certain.

18. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including

reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

19. Amendments. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

20. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

21. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

22. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

23. Time. Time is of the essence in the performance of each and every term of this Agreement.

SIGNATURE PAGE FOLLOWING

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

CITY OF RANCHO CORDOVA,
California Municipal Corporation

_____
Micah Runner, City Manager

Date: _____

K. Hovnanian at Jaeger Ranch, LLC
A California Limited Liability Company

_____
John Baayoun, Division President

Date: 7/11/2024

ATTEST:

_____
Stacy Leitner, CMC, City Clerk

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF THE RANCH VILLAGE 21-2 & 22.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES, THE PUBLIC ROAD DESIGNATED HEREON AS CHRYSANTHY BOULEVARD, AS SHOWN HEREON, AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

1. EASEMENT FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOT A AND THOSE STRIPS OF LAND 10.00', 12.50', AND 4.00' IN WIDTH, SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE).
2. EASEMENT FOR THE PURPOSES OF PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SEWER, GAS AND DRAINAGE PIPES, POLES, OVERHEAD LINES AND OTHER APPURTENANCES AS TOGETHER WITH AND AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOTS B, C, D, E, F, G, H, I, J, K, L, M, N, O, T, U, V, W, X, Y, Z, AA, AND BB SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE).
3. EASEMENTS FOR LANDSCAPING AND ALL APPURTENANCES PERTAINING THERETO LYING ON, OVER AND ACROSS LOT A, SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT" (LE).
4. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOT A, SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (PE).
5. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS, AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE FEET IN WIDTH LYING CONTIGUOUS TO THE PRIVATE STREETS SHOWN HEREON.

K. HOVNANIAN AT JAEGER RANCH, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

NAME: Yahya Baayoun

TITLE: Division President

SURVEYOR'S STATEMENT

THIS FINAL MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF K. HOVNANIAN AT JAEGER RANCH, LLC, IN NOVEMBER 2023. I HEREBY STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE AUGUST 31, 2026 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, INCLUDING THE SIZE, SHAPE, LAYOUT AND NUMBER OF LOTS.

WOOD RODGERS, INC.

_____
DENNIS L. BARBER
P.L.S. 8067

7/10/24
DATE

PROFESSIONAL LAND SURVEYOR
DENNIS L. BARBER
No. 8067
STATE OF CALIFORNIA

NOTARY'S 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 Placer) SS

ON 10 DAY OF July, 2024 BEFORE ME, Stacy Munroe,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
Yahya Baayoun
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: _____

PRINTED NAME: S. Munroe

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF:
Placer

MY COMMISSION EXPIRES: March 26, 2028

MY COMMISSION No.: 2485591

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP – SUBDIVISION NO. 2021-002-16, THE RANCH VILLAGE 21-2 & 22 – AND FIND IT TO BE TECHNICALLY CORRECT.

LICENSED LAND SURVEYOR
JOCELYN L. LIMAS
9596
STATE OF CALIFORNIA

_____
JOCELYN L. LIMAS
PLS 9596

_____
DATE

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC, ALL EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON, AND DO HEREBY CERTIFY THE ABANDONMENTS LISTED HEREON.

BY: _____ DATED: _____
CITY CLERK, CITY OF RANCHO CORDOVA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF THE RANCH VILLAGE 21-2 & 22, AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____
CITY ENGINEER, ALBERT STRICKER, R.C.E. 64057

DATED: _____

REGISTERED PROFESSIONAL ENGINEER
ALBERT STRICKER
No. 64057
CIVIL
STATE OF CALIFORNIA

RECORDER'S STATEMENT

FILED THIS_____DAY OF _____, 2024, AT _____ ___M. IN BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF WOOD RODGERS, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

DONNA ALLRED COUNTY RECORDER DOCUMENT NO.: _____
COUNTY OF SACRAMENTO

BY: _____ FEE: $ _____
DEPUTY RECORDER

FINAL MAP OF
THE RANCH
VILLAGE 21-2 & 22
SUBDIVISION NO. FM-2021-002-016

LOT 4 OF THAT FINAL MAP RECORDED IN BOOK 448 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS;
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

AUGUST 2024

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

Sheet 1 of 6

1296.008

BENEFICIARY'S STATEMENT

WILMINGTON TRUST, NATIONAL ASSOCIATION AS BENEFICIARY UNDER DEED OF TRUST RECORDED MARCH 6, 2020, AS DOCUMENT NO. 202003120392, SACRAMENTO COUNTY RECORDS.

BY: _____

NAME: Timothy J Collison

TITLE: Division Controller

NOTARY'S 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 Placer) SS

ON 10 DAY OF July, 2024 BEFORE ME, Stacy Munroe, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Timothy Collison, 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: _____

PRINTED NAME: S. Munroe

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF:

Placer

MY COMMISSION EXPIRES: March 26, 2028

MY COMMISSION No.: 2485591

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE EAST LINE OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH", FILED FOR RECORD IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS. THE BEARING OF SAID LINE IS NORTH 00°56'18" WEST. DISTANCES SHOWN HEREON ARE GROUND BASED. TO DETERMINE GRID DISTANCES, MULTIPLY BY A COMBINED SCALE FACTOR OF 1.0000470000.

REFERENCES:

(1)	448	BM	1	–	LARGE LOT MAP OF THE RANCH–PHASE 2
(2)	456	BM	4	–	THE RANCH – PHASE 2 VILLAGE 12–1
(3)	429	BM	8	–	LARGE LOT FINAL MAP OF THE RANCH
(4)	450	BM	8	–	THE RANCH – PHASE 2 VILLAGE 13
(5)	450	BM	10	–	THE RANCH – PHASE 2 VILLAGES 15–1, 19, 20, AND 21–1

LEGEND

○	DIMENSION POINT
■	FOUND MONUMENT AS NOTED
⊙	FOUND 5/8" REBAR WITH CAP STAMPED "LS 7944" TO BE SET PER (4)(5)
◎	SET 5/8" REBAR WITH CAP STAMPED "LS 8067"
℄	CENTERLINE
(6)	SHEET NUMBER REFERENCE

BM	BOOK OF MAPS
IOD	IRREVOCABLE OFFER OF DEDICATION
L=	ARC LENGTH
(R)	RADIAL BEARING
NAPOTS	NOT PART OF THIS SUBDIVISION
NTS	NOT TO SCALE
OR	OFFICIAL RECORD
PUE	PUBLIC UTILITY EASEMENT
(OA)	OVERALL
SASD	SACRAMENTO AREA SANITATION DISTRICT
SCR	SACRAMENTO COUNTY RECORDS
SF	SQUARE FEET
SSE	SANITARY SEWER EASEMENT

RECORDED EASEMENTS

(1) 20' SEWER EASEMENT PER DOC#202206190292 & 202303160752

(2) WATER EASEMENT PER DOC#202304180580

(3) PUBLIC UTILITY AND INCIDENTAL PURPOSES PER 202304210318

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS SUBDIVISION OF "THE RANCH – VILLAGE 21–2 & 22" IS 17.218± ACRES, CONSISTING OF 115 RESIDENTIAL LOTS, 2 LANDSCAPE LOTS, 9 ROADWAY LOTS, AND 14 ALLEY LOTS.
5. 5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
6. A SOILS REPORT DATED SEPTEMBER 26, 2019, WAS PREPARED FOR THIS SUBDIVISION BY WALLACE KUHL & ASSOCIATES. A COPY OF THIS REPORT ENTITLED "GEOTECHNICAL ENGINEERING REPORT, THE RANCH – RESIDENTIAL DEVELOPMENT, RANCHO CORDOVA, CALIFORNIA, WKA NO. 11103.03", IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE CITY OF RANCHO CORDOVA BUILDING INSPECTOR.
7. LOT A IS FOR LANDSCAPING, PEDESTRIAN AND PUBLIC UTILITY EASEMENT PURPOSES AND SHALL BE GRANTED TO THE CITY OF RANCHO CORDOVA IN FEE TITLE.
8. LOTS B, C, D, E, F, G, H, I, J, K, L, M, N, AND O ARE FOR PRIVATE ALLEY PURPOSES, LOT P IS FOR LANDSCAPE PURPOSES, AND LOTS Q, T, U, V, W, X, Y, Z, AA, AND BB ARE FOR PRIVATE ROADWAY AND PUBLIC UTILITY EASEMENT PURPOSES AND SHALL BE GRANTED TO THE HOMEOWNER'S ASSOCIATION BY SEPARATE DOCUMENT.
9. THE SACRAMENTO AREA SEWER DISTRICT EASEMENT RECORDED IN DOCUMENT NUMBER _____ LIES WITHIN LOTS Q, T, U, V, W, X, Y, Z, AA, AND BB AS SHOWN HEREON.
10. NOTICE IS HEREBY GIVEN THAT THE KIEFER LANDFILL IS LOCATED APPROXIMATELY 2 MILES SOUTHEASTERLY OF THIS SUBDIVISION.
11. ALL LOTS BEING CREATED BY THIS MAP INCLUDE FEE TITLE TO THE CENTERLINE OF THE BOULEVARD, CIRCLE AND WAYS SHOWN HEREON, EXCEPT WHERE THE PUBLIC ROAD EASEMENT LINE IS ALSO THE COMMON LINE OF THE SUBDIVISION BOUNDARY, THEN THE FEE TITLE IS TO THE SUBDIVISION BOUNDARY.
12. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFER OF DEDICATION FOR RIGHT–OF–WAY (IOD) AND PUBLIC UTILITY EASEMENT (PUE) ARE HEREBY ABANDONED:

12.1. ALL OF THAT PORTION OF THE 74' IOD SHOWN ON THAT MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH" FILED IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.

12.2. ALL OF THAT 12.5' PUE SHOWN ON THAT MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH" FILED IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.

12.3. ALL OF THAT PORTION OF THE 74' IOD SHOWN ON THAT MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH" FILED IN BOOK 448 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.

12.4. ALL OF THAT 10' AND 12.5' PUE SHOWN ON THAT MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH" FILED IN BOOK 448 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.

FINAL MAP OF

THE RANCH VILLAGE 21-2 & 22

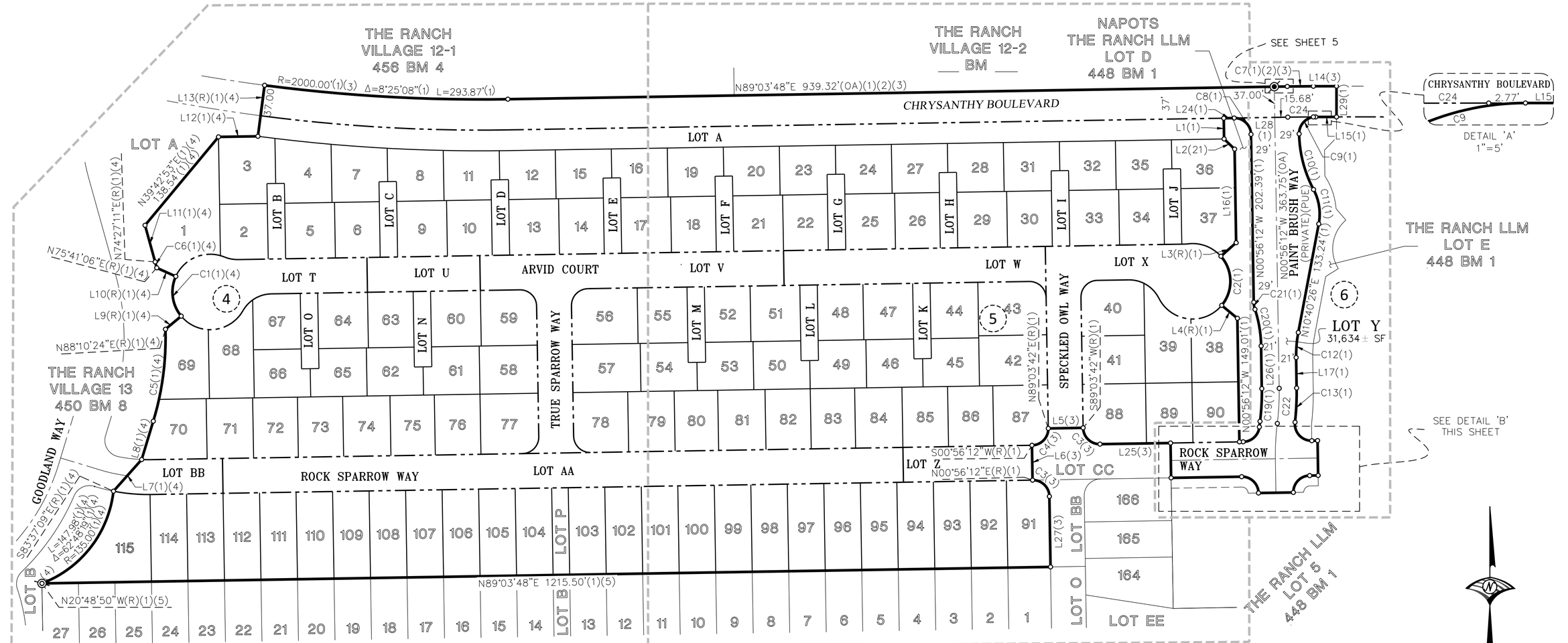
SUBDIVISION NO. FM-2021-002-016

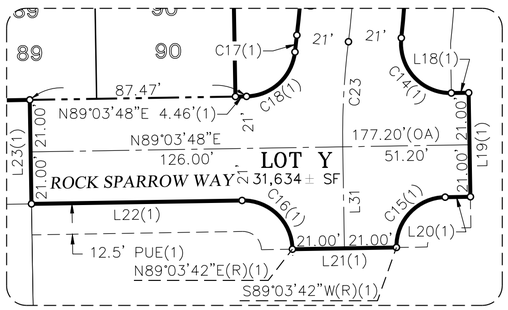
LOT 4 OF THAT FINAL MAP RECORDED IN BOOK 448 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS;
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

AUGUST 2024

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

BOUNDARY SHEET





SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

AREA TABLE	
PARCEL NAME	AREA(S.F.)
LOT A	29082
LOT B	1911
LOT C	1911
LOT D	1911
LOT E	1911
LOT F	1911
LOT G	1911
LOT H	1911
LOT I	1911
LOT J	1911
LOT K	1911
LOT L	1911
LOT M	1911
LOT N	1911
LOT O	1911
LOT P	2100

THE RANCH - PHASE 2
VILLAGES 15-1, 19, 20, AND 21-1
450 BM 10

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N0°56'12"W	25.00'
L2	N45°56'12"W	17.68'
L3	N48°25'44"E	24.63'
L4	N50°24'44"W	24.52'
L5	N89°03'55"E	42.00'
L6	N0°56'25"W	42.00'
L7	N41°41'31"E	51.07'
L8	N16°52'31"E	48.31'
L9	N50°09'48"E	24.71'
L10	N65°40'58"W	25.19'
L11	N15°27'53"W	45.74'
L12	N89°03'48"E	47.46'
L13	N7°28'56"E	62.00'
L14	N89°57'52"E	27.83'
L15	N89°57'52"E	25.07'
L16	N0°56'12"W	112.83'

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L17	N0°56'12"W	36.76'
L18	N89°03'48"E	7.00'
L19	N0°56'12"W	42.00'
L20	N89°03'48"E	10.19'
L21	N89°03'55"E	42.00'
L22	N89°03'48"E	85.00'
L23	N0°56'18"W	42.00'
L24	N89°03'48"E	12.50'
L25	N89°03'48"E	85.00'
L26	N0°56'12"W	51.37'
L27	N0°56'18"W	85.00'
L28	N89°03'48"E	64.68'
L29	N0°02'08"W	37.00'
L30	N89°57'52"E	325.46'
L31	N0°56'18"W	41.00'

CURVE TABLE – THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	45.50'	64°09'15"	50.95'
C2	45.50'	81°09'33"	64.45'
C3	20.00'	89°59'53"	31.42'
C4	20.00'	90°00'07"	31.42'
C5	344.00'	18°42'07"	112.29'
C6	344.00'	1°13'55"	7.40'
C7	2000.00'	0°54'04"	31.46'
C8	20.00'	90°00'00"	31.42'
C9	20.00'	91°08'02"	31.81'
C10	150.00'	26°42'58"	69.94'
C11	63.50'	38°33'33"	42.73'
C12	150.00'	11°36'37"	30.40'
C13	321.00'	7°22'15"	41.30'
C14	20.00'	97°22'15"	33.99'
C15	20.00'	90°00'07"	31.42'
C16	20.00'	89°59'53"	31.42'
C17	321.00'	1°12'54"	6.81'
C18	20.00'	83°05'46"	29.01'
C19	279.00'	8°07'08"	39.54'
C20	150.00'	17°10'13"	44.95'

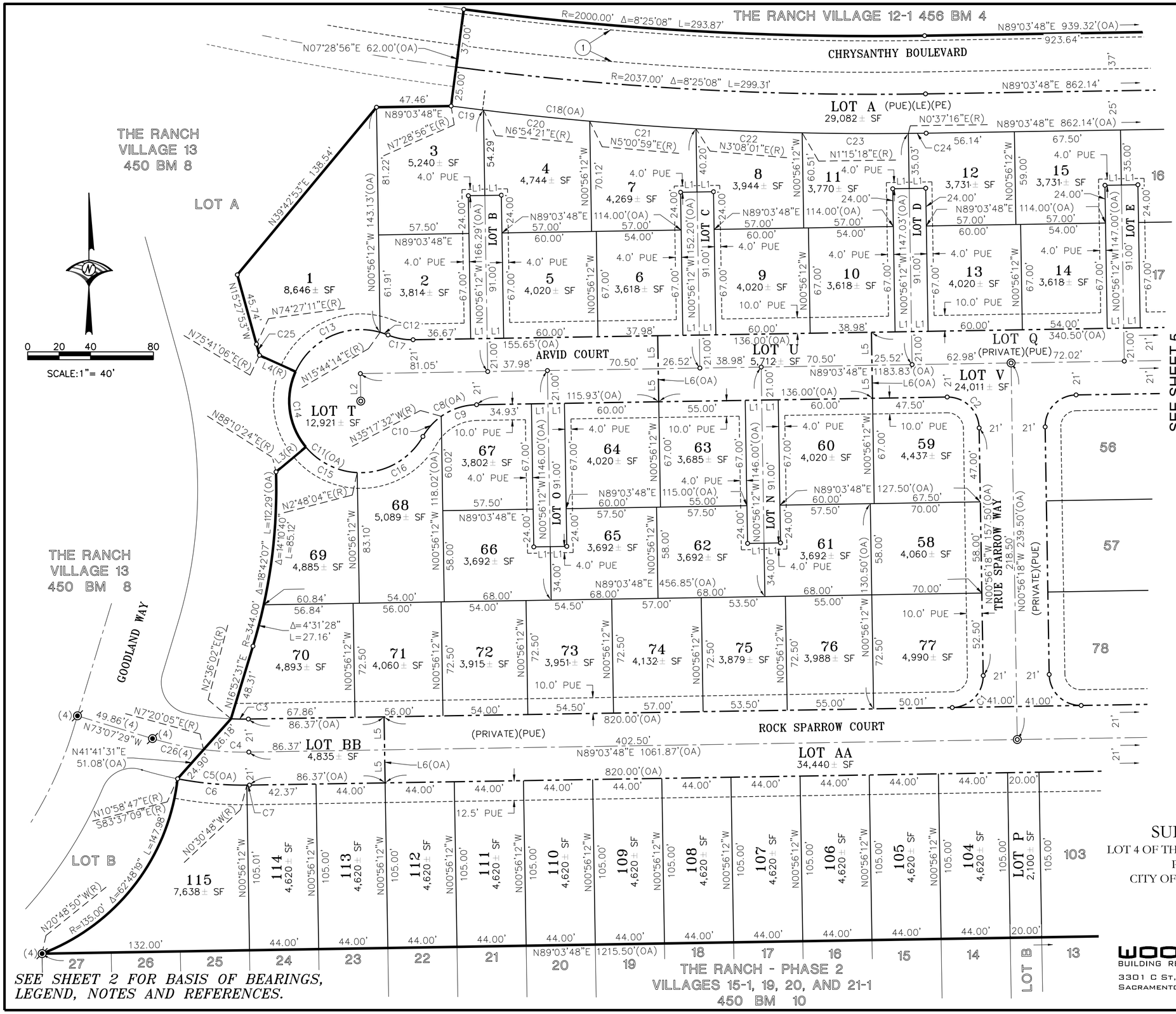
CURVE TABLE – THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C21	29.50'	17°10'13"	8.84'
C22	300.00'	8°07'08"	42.51'
C23	300.00'	8°07'15"	42.52'
C24	1963.00'	0°54'04"	30.88'

FINAL MAP OF
THE RANCH VILLAGE 21-2 & 22
SUBDIVISION NO. FM-2021-002-016

LOT 4 OF THAT FINAL MAP RECORDED IN BOOK 448 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS;
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

AUGUST 2024

WOOD RODGERS
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SACRAMENTO, CA 95816 FAX 916.341.7767



CURVE TABLE – THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'07"	31.42'
C2	20.00'	89°59'53"	31.42'
C2	20.00'	89°59'53"	31.42'
C3	179.00'	3°32'14"	11.05'
C4	200.00'	8°16'17"	28.87'
C5	221.00'	11°54'59"	45.96'
C6	221.00'	11°29'35"	44.33'
C7	221.00'	0°25'24"	1.63'
C8	40.00'	59°25'05"	41.48'
C9	40.00'	34°21'20"	23.98'
C10	40.00'	25°03'44"	17.50'
C11	45.50'	262°45'50"	208.67'
C12	45.50'	6°40'20"	5.30'
C13	45.50'	81°25'11"	64.66'
C14	45.50'	64°09'15"	50.95'
C15	45.50'	47°21'44"	37.61'
C16	45.50'	63°09'20"	50.15'
C17	40.00'	23°20'46"	16.30'
C18	2062.00'	8°25'08"	302.98'
C19	2062.00'	0°34'35"	20.75'
C20	2062.00'	1°53'22"	68.00'
C21	2062.00'	1°52'58"	67.76'
C22	2062.00'	1°52'42"	67.60'
C23	2062.00'	1°52'34"	67.52'
C24	2062.00'	0°18'56"	11.36'
C25	344.00'	1°13'55"	7.40'
C26	200.00'	9°32'26"	33.30'

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N89°03'48"E	10.50'
L2	N0°56'12"W	17.50'
L3	N50°09'48"E	24.71'
L4	N65°40'58"W	25.19'
L5	N0°56'12"W	21.00'
L6	N0°56'12"W	42.00'

FINAL MAP OF

THE RANCH VILLAGE 21-2 & 22

SUBDIVISION NO. FM-2021-002-016

LOT 4 OF THAT FINAL MAP RECORDED IN BOOK 448 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS; CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

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Sacramento, CA 95816 Fax 916.341.7767

THE RANCH - VILLAGE 12-2 ____ BM ____

N89°03'48"E 939.32'(OA)
923.64'
N89°03'48"E 862.14'
N89°03'48"E 862.14'(OA)

CHRYSANTHY BOULEVARD

LOT A
29,082± SF (PUE)(LE)(PE)

SEE SHEET 4

SEE SHEET 6

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N89°03'48"E	10.50'
L2	N48°25'44"E	24.63'
L3	N50°24'44"W	24.52'
L4	N45°56'12"W	17.68'
L5	N0°56'12"W	25.00'
L6	N89°03'48"E	41.00'
L7	N0°56'18"W	41.00'
L8	N0°56'12"W	21.00'
L9	N0°56'12"W	42.00'

CURVE TABLE – THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'07"	31.42'
C2	45.50'	250°33'26"	198.97'
C3	45.50'	60°49'55"	48.31'
C4	45.50'	53°00'05"	42.09'
C5	45.50'	81°09'33"	64.45'
C6	45.50'	55°33'54"	44.13'
C7	40.00'	64°21'28"	44.93'
C8	40.00'	37°09'52"	25.95'
C9	40.00'	27°11'37"	18.98'
C10	40.00'	6°11'58"	4.33'
C11	20.00'	89°59'53"	31.42'

THE RANCH LLM
LOT D
448 BM 1

THE RANCH LLM
LOT 5
448 BM 1

SEE SHEET 6

SEE SHEET 4

ROCK SPARROW WAY

TRUE SPARROW WAY

SPECKLED OWL WAY

ARVID COURT

LOT V
24,011± SF
(PRIVATE)(PUE)

LOT W
13,336± SF

LOT X
20,142± SF
(PRIVATE)(PUE)
10.0' PUE

LOT Z
6,531± SF

LOT AA
34,440± SF

LOT P

(PRIVATE)(PUE)

N89°03'48"E 1183.83'(OA)
N89°03'48"E 1061.87'(OA)
N89°03'48"E 1215.50'(OA)

THE RANCH - PHASE 2
VILLAGES 15-1, 19, 20, AND 21-1
450 BM 10

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

0 20 40 80
SCALE:1"= 40'

FINAL MAP OF THE RANCH VILLAGE 21-2 & 22

SUBDIVISION NO. FM-2021-002-016

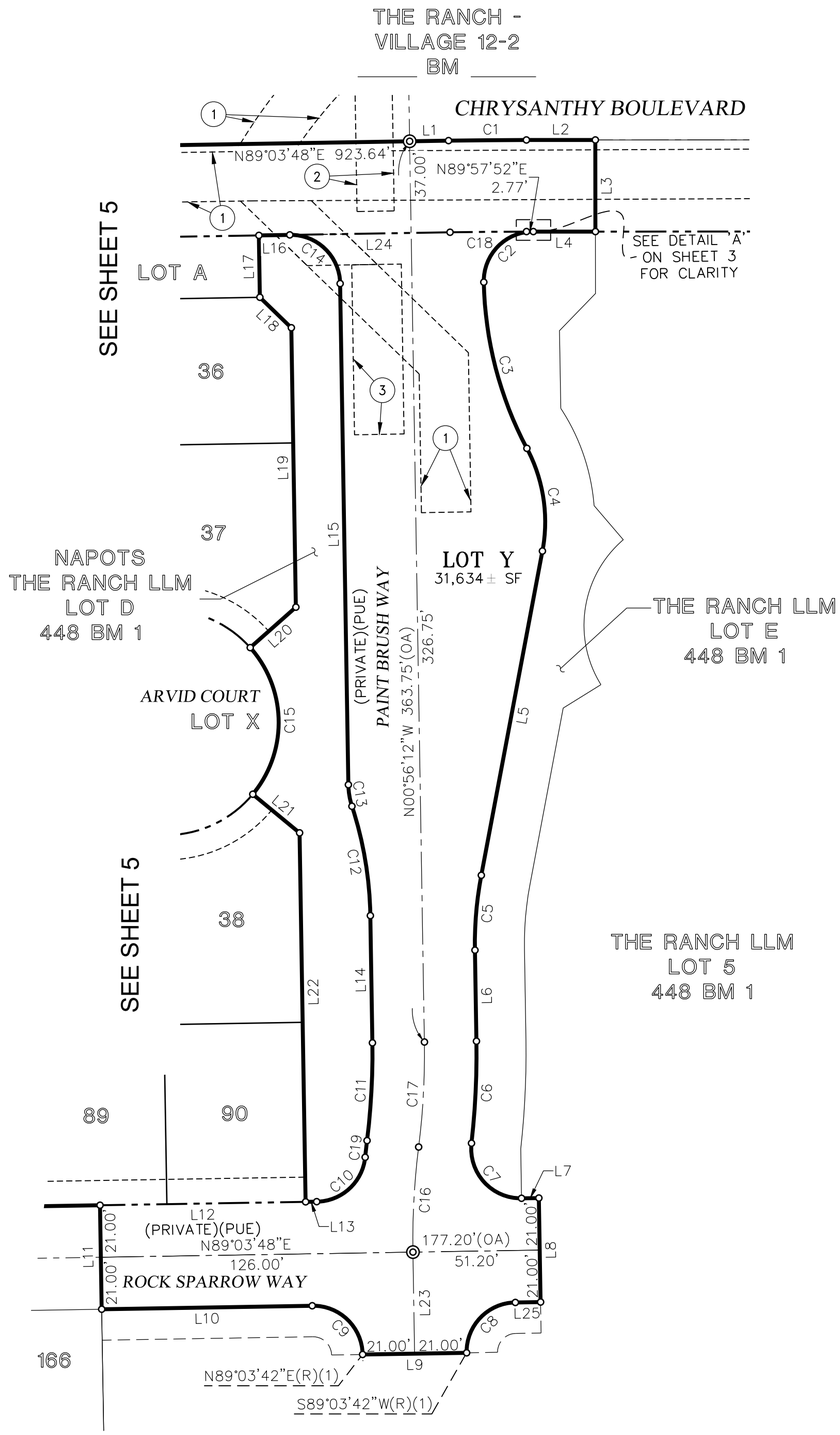
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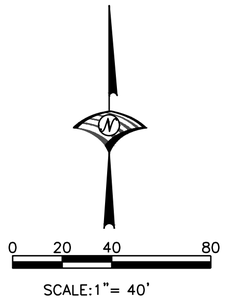
Sheet 5 of 6

1296.008



LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N89°03'48"E	15.68'
L2	N89°57'52"E	27.83'
L3	N0°02'08"W	37.00'
L4	N89°57'52"E	25.07'
L5	N10°40'26"E	133.24'
L6	N0°56'12"W	36.76'
L7	N89°03'48"E	7.00'
L8	N0°56'12"W	42.00'
L9	N89°03'55"E	42.00'
L10	N89°03'48"E	85.00'
L11	N0°56'18"W	42.00'
L12	N89°03'48"E	83.01'
L13	N89°03'48"E	4.46'
L14	N0°56'12"W	51.37'
L15	N0°56'12"W	202.39'
L16	N89°03'48"E	12.50'
L17	N0°56'12"W	25.00'
L18	N45°56'12"W	17.68'
L19	N0°56'12"W	112.83'
L20	N48°25'44"E	24.63'
L21	N50°24'44"W	24.52'
L22	N0°56'12"W	149.01'
L23	N0°56'18"W	41.00'
L24	N89°03'48"E	64.68'
L25	N89°03'48"E	10.19'

CURVE TABLE – THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	2000.00'	0°54'04"	31.46'
C2	20.00'	91°08'02"	31.81'
C3	150.00'	26°42'58"	69.94'
C4	63.50'	38°33'33"	42.73'
C5	150.00'	11°36'37"	30.40'
C6	321.00'	7°22'15"	41.30'
C7	20.00'	97°22'15"	33.99'
C8	20.00'	90°00'07"	31.42'
C9	20.00'	89°59'53"	31.42'
C10	20.00'	83°05'46"	29.01'
C11	279.00'	8°07'08"	39.54'
C12	150.00'	17°10'13"	44.95'
C13	29.50'	17°10'13"	8.84'
C14	20.00'	90°00'00"	31.42'
C15	45.50'	81°09'33"	64.45'
C16	300.00'	8°07'15"	42.52'
C17	300.00'	8°07'08"	42.51'
C18	1960.59'	0°54'04"	30.88'
C19	321.00'	1°12'54"	6.81'



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF
THE RANCH VILLAGE 21-2 & 22
SUBDIVISION NO. FM-2021-002-016

LOT 4 OF THAT FINAL MAP RECORDED IN BOOK 448 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS;
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

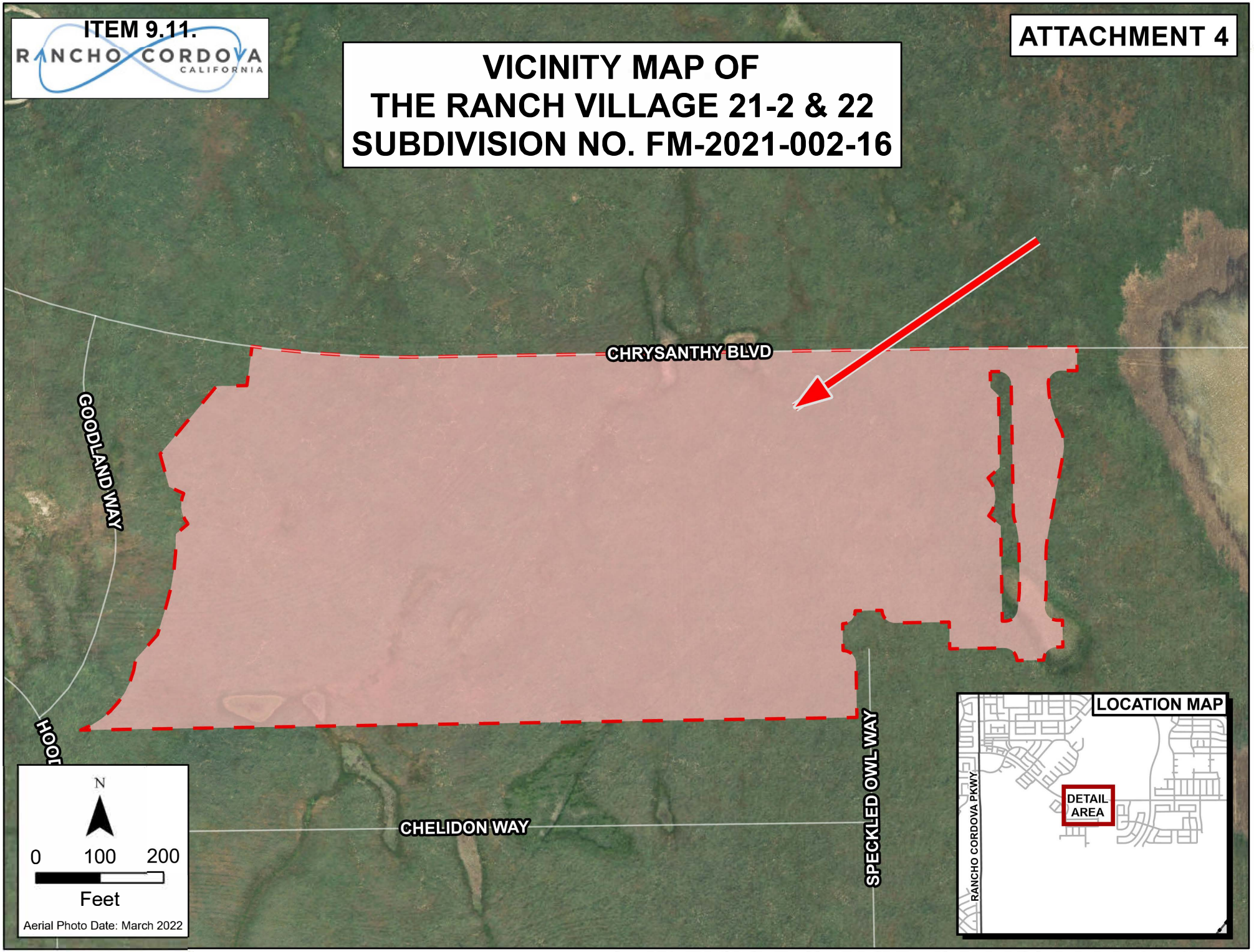
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RANCHO CORDOVA CALIFORNIA

ATTACHMENT 4

VICINITY MAP OF THE RANCH VILLAGE 21-2 & 22 SUBDIVISION NO. FM-2021-002-16



Path: X:\GIS_Staff\PROJECTS\PUBLIC_WORKS\DEVELOPMENT\SUBDIVISIONS\THE_RANCH_VILLAGE_21-2&22\THE_RANCH_VILLAGE_21-2&22.aprx | Date: 4/29/2024

MEMORANDUM

ITEM 9.12.

DATE: August 5, 2024

TO: Honorable Mayor and Council Members

FROM: Matt Tamayo, Chief of Police

SUBJECT: **A RESOLUTION ACCEPTING A GRANT FROM THE STATE OF CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) IN THE AMOUNT OF $78,042 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A GRANT AGREEMENT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would allow the Rancho Cordova Police Department to accept a grant from the State of California Department of Alcoholic Beverage Control (ABC) in the amount of $78,042 and authorize the City Manager or his designee to execute the grant agreement.

BACKGROUND

The Rancho Cordova Police Department submitted a grant application to the California Department of Alcoholic Beverage Control (ABC) and was awarded $78,042. The project will utilize sworn personnel to conduct training to local businesses, participate in youth alcohol prevention programs, and conduct undercover and enforcement operations on an overtime basis.

Patrols will be used to focus on areas where there is a high concentration of liquor establishments that often contribute to increased crimes such as assaults, thefts, robberies and narcotic violations.

The effectiveness of this program will be measured by a decrease in future calls for service at problem establishments, a reduction in minors purchasing alcohol, fewer people cited for purchasing/selling alcohol to minors, and a reduction in Driving Under the Influence (DUI) arrests/collisions.

The goals and objectives for this funding will focus on the following:

- Continue Minor Decoy/Shoulder Tap/Impact operations.
- Implement general enforcement operations around problem areas.

- Provide training to local business owners and employees.
- Team with community-based organizations on education and preventative programs.
- Educate members of the community to reduce the amount of sales and consumption of alcohol to minors.

Deputies Anna Stone and Brian Kraatz will be assigned as the Project Directors. They have both coordinated several ABC Operations in the past.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, ACCEPTING A GRANT FROM THE STATE OF CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) IN THE AMOUNT OF $78,042 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A GRANT AGREEMENT

WHEREAS, the Rancho Cordova Police Department desires to undertake education and enforcement of ABC laws with a focus on general enforcement at on-sale and off-sale problem establishments; and

WHEREAS, this education and enforcement will be funded in part from funds in the amount of $78,042 made available through the Grant Assistance Program (GAP) administered by the Department of Alcoholic Beverage Control (ABC); and

WHEREAS, Matt Tamayo, Chief of Police of the Rancho Cordova Police Department is authorized to execute a grant agreement with the California State Department of Alcoholic Beverage Control for the program as described in Exhibit A; and

WHEREAS, any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency; and

WHEREAS, grant funds received hereunder shall not be used to supplant expenditures controlled by the City of Rancho Cordova.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager or his designee to accept a grant from the State of California Department of Alcoholic Beverage Control (ABC) in the amount of $78,042 and execute a grant agreement with ABC.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of August 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

ITEM 9.12

SCO ID: 2100-24APP33

ATTACHMENT 2
Exhibit A to the Resolution

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
24-APP33	ABC-2100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Alcoholic Beverage Control

CONTRACTOR NAME
City of Rancho Cordova through the Rancho Cordova Police Department

2. The term of this Agreement is:

START DATE
July 1, 2024

THROUGH END DATE
June 30, 2025

3. The maximum amount of this Agreement is:
$ 78,042.00 Seventy eight thousand forty two dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions	4
Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of Rancho Cordova through the Rancho Cordova Police Department

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
2897 Kilgore Road	Rancho Cordova	CA	95670

PRINTED NAME OF PERSON SIGNING	TITLE
Micah Runner	City Manager
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
3927 Lennane Drive	Sacramento	CA	95834

PRINTED NAME OF PERSON SIGNING	TITLE
Pattye Baker	Chief, Business Management Branch
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

EXHIBIT A
SCOPE OF WORK

I. SCOPE OF WORK

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership program. This program is intended to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.

- Contractor agrees to implement ABC's Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee(s), enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:

  1. The operation period of the grant is July 1, 2024 through June 30, 2025.

  2. Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.

  3. Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.

  4. Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.

  5. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensee's on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

II. GOALS AND OBJECTIVES

1. Conduct at least three (3) Minor Decoy operations.

2. Conduct at least three (3) Shoulder Tap operations, including the Statewide Shoulder tap.

3. Conduct at least two (2) IMPACT operations.

4. Conduct at least two (2) large city events; Fourth of July and Capital Air Show.

5. Conduct at least three (3) General Enforcement operations.

6. Conduct at least two (2) patrol briefings.

7. Facilitate and coordinate at least one (1) LEAD training.

8. Attend community outreach program to create an open line of communication between the police department and community groups by meeting at least three (3) times.

9. Provide at least two (2) press/social media releases on grant enforcement activities.

    A. To announce the start of the program;
    B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
    C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).

10. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer (pio@abc.ca.gov) as soon as it is released.

11. Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Alcohol Policing Partnership."

Contractor agrees to complete and submit monthly reports, on a format designed and provided by the Department of Alcoholic Beverage Control due no later than 15th of the following month.

III. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

Rancho Cordova Police Department
Anna Stone, Deputy Sheriff
2897 Kilgore Road
Rancho Cordova, CA 95670
(916) 875-9636
hstone@sacsheriff.com

Department of Alcoholic Beverage Control
Brandon Shotwell, Supervising Agent in Charge
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2329
Brandon.shotwell@abc.ca.gov

Direct all fiscal inquiries to:

Rancho Cordova Police Department
Glirea Bell, Budget Coordinator
2897 Kilgore Road
Rancho Cordova, CA 95670
(916) 875-9605
gbell@sacsheriff.com

Department of Alcoholic Beverage Control
Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
Kristine.okino@abc.ca.gov

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.

- Invoices shall clearly reference this contract number (24-APP33) and must not exceed the contract total authorized amount of $78,042.00. Invoices are to be submitted by the 15th of every month, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to: Department of Alcoholic Beverage Control
Attn: Kristine Okino, Grant Coordinator
3927 Lennane Drive
Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statues of 2024.

- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2024 and on or before the project termination date, June 30, 2025.

- Revisions to the “Scope of Work” and the “Budget Detail” may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.

- Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.

- Only the costs displayed in the Budget Detail are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.

- Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this grant unless the State otherwise directs.

- Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under this grant in any media.

II. BUDGET DETAIL

COST CATEGORY	TOTAL COST
A. Personnel Services	
Overtime	
Sergeant ($114.15/hourly)	$8,218.00
Deputies ($97.61-$108.71/hourly)	$58,941.00
Benefits – (1.45%)	$5,138.00
TOTAL Personnel	**$72,297.00**
B. Operating Expenses (receipts required)	
Buy money / Decoys	$300.00
TOTAL Operating	**$300.00**
C. Equipment (receipts required, must be purchased by 12/31)	
Monocular/Camera lens	$600.00
Travel Case	$450.00
Backpacks	$1,395.00
TOTAL Equipment	**$2,445.00**
D. Travel Costs	
Registration, hotel, per diem	$3,000.00
TOTAL Travel	**$3,000.00**
GRANT TOTAL	**$78,042.00**

III. BUDGET CONTINGENCY CLAUSE

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

IV. PROMPT PAYMENT CLAUSE

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractor*s* shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2,§11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Disputes: Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.

2. Cancellation/Termination: This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.

3. Contract Validity: This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2024, for the purposes of this program.

4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.

MEMORANDUM

ITEM 10.1.

DATE: August 5, 2024

TO: Honorable Mayor and Council Members

FROM: Dalia Fadl, Principal Engineer

SUBJECT: **A RESOLUTION CREATING SPECIAL TAX AREA ZONE 34 AND AN ORDINANCE ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED SERVICES FOR THE PRESERVE PROJECT**

RECOMMENDATION

Adopt the Resolution creating special transit tax area Zone 34 and waive the first reading and introduce the Ordinance establishing a special tax for transit-related services for The Preserve project.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution and Ordinance would assist the City in meeting the costs of providing transit-related services by creating a special tax area Zone 34 and establishing a special tax for transit-related services for The Preserve project.

BACKGROUND

The City Council adopted Resolution No. 141-2005 on November 7, 2005, providing for a special tax for transit-related services to be imposed upon new development within the City. Pursuant to that Resolution, a property owner approves a special tax on the parcels within a subdivision or project. The City Council then adopts a resolution creating a zone that encompasses the subdivision or project and an ordinance establishing the special tax.

On April 4, 2022, the City Council adopted a Resolution approving The Preserve project. The project site consists of approximately 279.3 acres located northwest of Raymer Way and Grant Line Road, north of the Sunridge Specific Plan area and east of the Rio Del Oro Specific Plan area. This annexation consists of The Preserve project area, currently owned by Lennar Homes. The provision of funding to provide transit-related services by approving a special tax was made a condition of approval for the project.

This item will establish tax area Zone 34, the boundaries of which will be contiguous to the boundaries of the Preserve project (Attachment 2). In addition to creating the special tax, the Ordinance will also set the date for the transit-related services tax election, which will be held on September 24, 2024, at which time the ballot(s) will be tabulated by the City Clerk, and the results will be declared at the City Council meeting on October 7, 2024.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the City's General Fund. Funds collected by this tax will be used to fund transit-related services.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution
3. Ordinance
4. Exhibit A to the Ordinance
5. Exhibit B to the Ordinance- Property Land Use Catagory

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, CREATING SPECIAL TAX AREA ZONE 34 FOR THE PRESERVE PROJECT

WHEREAS, it is the intention of the City Council to create Zone 34 within the City of Rancho Cordova Transit-Related Services Special Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to adopt an Ordinance establishing a special tax for transit-related services within Zone 34; and

WHEREAS, the City recognizes the need for increased transit-related services in Zone 34 and the difficulty of funding the current or increased level of services with revenues now available; and

WHEREAS, it is the intention of the City Council to direct the City Clerk to conduct an election by mail ballot pursuant to Elections Code Section 4000 and to be held on the earliest date permitted by law; and

WHEREAS, on April 4, 2022, the City Council adopted a Resolution approving The Preserve project. The project site consists of approximately 279.3 acres located northwest of Raymer Way and Grant Line Road, north of the Sunridge Specific Plan area and east of the Rio Del Oro Specific Plan area. The provision of funding to provide transit-related services by approving a special tax was made a condition of approval for the project. This will be accomplished by the property owner(s) participation in the transit-related services special tax area; and

WHEREAS, the transit-related services tax as inflated to Fiscal Year 2023-2024 is $132.85 per low density residential dwelling unit or low density residential dwelling unit equivalent, $106.28 per medium density residential dwelling unit or medium density residential dwelling unit equivalent, $79.71 per high density residential dwelling unit or high density residential dwelling unit equivalent, $3,406.27 per retail and service commercial acre, $2,928.01 per commercial mixed use or office acre, subject to an annual inflator formula based on the Consumer Price Index for the San Francisco-Oakland-San Jose Area, or six percent, whichever is less. Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the transportation tax); and

WHEREAS, for the purposes of this Resolution, a “voter” entitled to vote on the creation of Zone 34 is a person who owns real property within Zone 34, as shown on the last equalized assessment role prepared by the Sacramento County Assessor’s Office, at the time that the City Council submits an ordinance authorizing the imposition of a transit-related services tax to the voters of Zone 34. At the time that the Council adopted this Resolution, there were zero (0) registered voters residing within Zone 34 and one property owner. Because the Transit-Related Services Special Tax will be imposed on property in Zone 34 and paid by the owners of the property, the Council finds that restricting the vote on the Transit-Related Services Special Tax to property owners in Zone 34 is appropriate and consistent with the principles and requirements of California Constitution article XIIIC (Proposition 218).

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

1. That portion of the City of Rancho Cordova shown on the Map, Exhibit A hereto is established as Zone 34 of the Rancho Cordova Transit-Related Services Special Tax Area.

2. That Ordinance, reviewed and approved by the City Council on the same date as the resolution, is to be presented for approval of the voters of Zone 34 by a mail ballot election, to be held on September 24, 2024. The ballot proposition shall read as follows:

   "Shall Ordinance No. XX-2024 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 34 of the Rancho Cordova Transit-Related Services Special Tax Area to maintain the present level of transit-related services and provide additional funding for increased transit-related services?"

3. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held September 24, 2024.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of August 2024 by the following vote:

AYES:

NOES:

ABSENT:

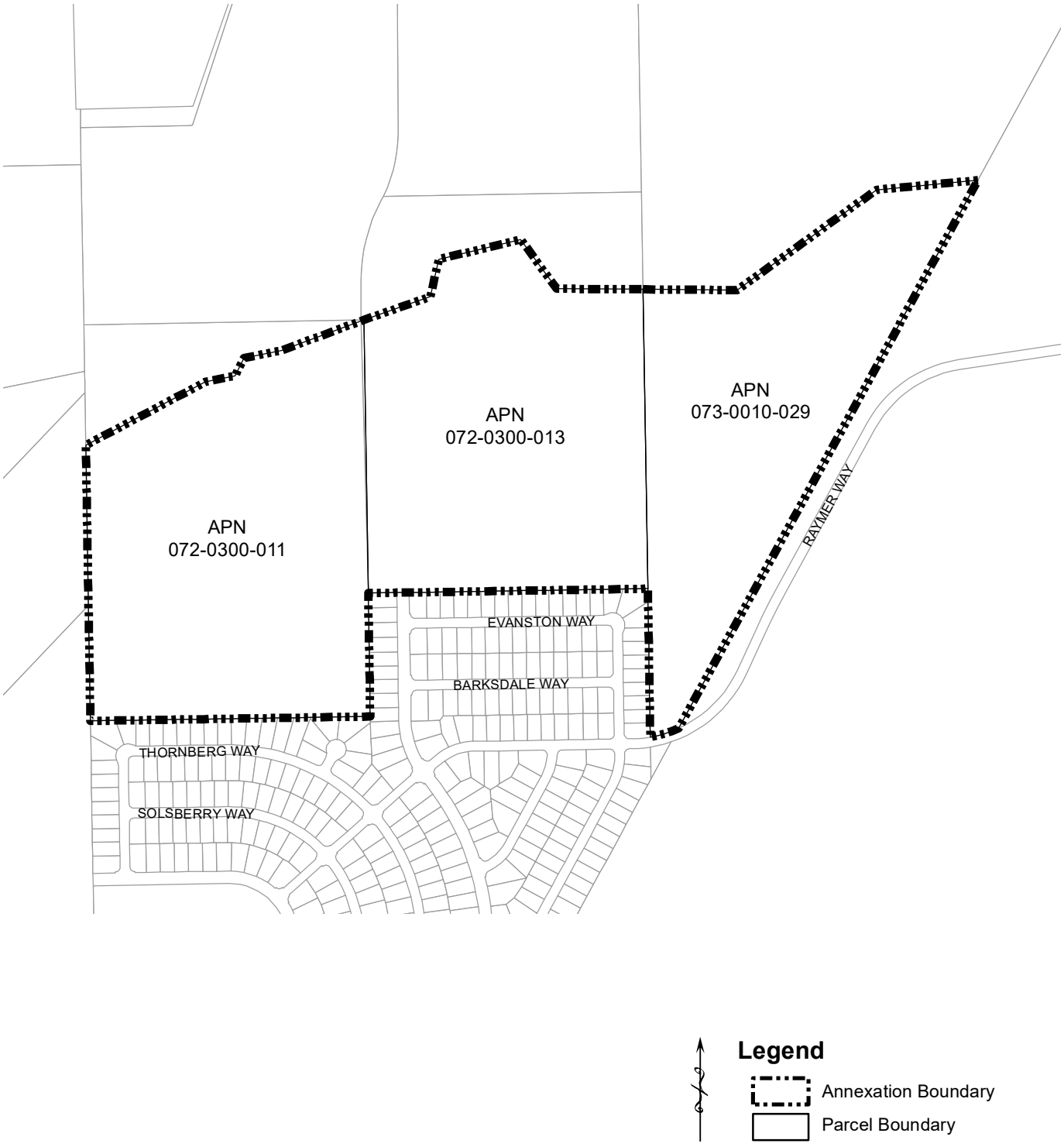
ABSTAIN:

_____
David Sander, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA
TRANSIT RELATED SERVICES SPECIAL TAX AREA
ZONE 34
THE PRESERVE



CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2024

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED SERVICES FOR THE PRESERVE PROJECT SUBJECT TO VOTER APPROVAL

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

Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of and employees working in the City receive high quality transit-related services. In carefully reviewing the City's budget and revenue projections, it is clear to City staff that the City budget does not contain adequate funding to ensure the continued delivery of adequate high-quality transit-related services unless additional revenues are obtained.

It is the purpose and intent of this non-codified Ordinance to generate additional funds to pay for transit-related services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 34 of the Rancho Cordova Transit-Related Services Special Tax Area (the "Zone").

This tax is a special tax within the meaning of Section 4 of the Article XIIIA of the California Constitution. Because the burden of this tax falls upon property, this tax also is a property tax, but this tax is not determined according to nor in any manner based upon the value of property; this tax is levied on a parcel and use of property basis. Insofar as not inconsistent with this Ordinance or with legislation authorizing special taxes and insofar as applicable to a property tax that is not based on value, such provisions of the California Revenue and Taxation Code and of Article XIII of the California Constitution as relate to ad valorem property taxes are intended to apply to the collection and administration of this tax (Section 4 of this Ordinance), as authorized by law. This tax is not an ad valorem property tax; it is an excise tax on the use of property. Because the revenue from the tax may be used only to fund transit-related services, it is also a special tax.

The revenues raised by this tax are to be used solely for the purpose of providing transit-related services as are deemed necessary by the City Council for the benefit of the residents and/or employees of Zone 34.

At the time that the Council adopted this non-codified Ordinance, there were zero (0) registered voters residing in Zone 34 and one property owner. Because the Transit-Related Services Special Tax will be imposed on property in Zone 34 and paid by the owner of the property, the Council finds that restricting the vote on the Transit-Related Services Special Tax to property owners in Zone 34 is appropriate and consistent with the principles and requirements of California Constitution article XIIIC (Proposition 218).

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing price as the base amount in first fiscal year dollars as measured by the Consumer Price Index. The base amount shall be the amount of tax per parcel as specified in Section 3(A) herein. The adjustments from actual to constant dollars shall be made by use of the Consumer Price Index, as specified in Section 3(B) herein.

B. "Consumer Price Index" means the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Consumer Price Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised.

C. “Fiscal year" means the period of July 1 through the following June 30.

D. “Parcel" means the land and any improvements thereon, designated by an assessor’s parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of Zone 34, nor any land or improvements owned by any governmental entity.

E. “Rancho Cordova Transit-Related Services Special Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

F. “Rancho Cordova Transit-Related Services Special Tax Area Zone 34” (the “Zone”) means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries as shown on the map Exhibit A.

G. “Transit-Related Services” means providing, operating, maintaining and subsidizing transit services and all supporting facilities, infrastructure, programs and incentives that benefit the residents of the Rancho Cordova Transit-Related Services Special Tax Area, and shall be calculated and set according to the methodology described in Engineer’s Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, November 18, 2004, which established the methodology for the original service charge for Benefit Zone No. 2.

H. “Voter” means a person who owns real property within Zone 34, as shown on the last equalized assessment role prepared by the Sacramento County Assessor’s Office, at the time that the City Council adopts an Ordinance authorizing the imposition of a transit-related services tax to the voters of Zone 34.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in the Zone shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2023, through June 30, 2024) shall be the amount of Tax per Parcel for a Land Use Code Category as set forth on Exhibit B hereto. The use code assigned to each parcel shall be reviewed and updated periodically. Rates in Exhibit B shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, November 18, 2004, which established the methodology for the original service charge for Benefit Zone No. 2.

B. For Subsequent Fiscal Years:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 34 for the then current fiscal year, as set forth below.

For each Land Use Category on Exhibit B, the tax per year on each parcel for each fiscal year subsequent to the first fiscal year shall be an amount determined as follows:

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For Immediately Preceding Fiscal Year	X	Consumer Price Index from April of immediately Preceding Fiscal Year to April of then Current Fiscal Year **OR** 6 percent, whichever is less

Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

C. Nature of Tax Levy.

The taxes levied on each parcel pursuant to this Article shall be a charge upon the parcel and shall be due and collectible as set forth in Section 4, below.

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

The amount of taxes for each parcel each year shall constitute a lien on such property, in accordance with Revenue and Taxation Code Section 2187, and shall have the same effect as an ad valorem real property tax lien until fully paid.

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which Sacramento County collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedures regarding exceptions, due dates,

installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes (as established by Sacramento County) shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

1. The secured roll tax bills shall be the only notices required for this tax, and

2. The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be deducted from the collected taxes.

D. Use of Tax Revenue.

The revenue collected from the tax imposed by this Ordinance shall be placed into a separate account and may be used only to fund transit-related services, including the costs of administering and collecting the tax and enforcing the provisions of this Ordinance. Revenue from the tax may be used for transit-related services citywide.

E. Refunds.

1. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the City pursuant to this Ordinance, it may be refunded as provided in this Section.

2. No refund may be made except upon a written claim verified by the person who paid the tax or by his or her guardian or conservator or the executor or administrator of his or her will or estate and stating the grounds upon which the claim is made. All claims filed pursuant to this subsection must be presented within one year after payment of the amount for which the claimant is seeking a refund.

3. No order of a refund may be made until a written claim therefor has been presented in accordance with this subsection. No suit for money, damages or a refund may be brought against the City until a written claim therefor has been presented to the City and has been acted upon or has been deemed rejected by the City, in accordance with this subsection. Only the person who filed the claim may bring such a suit, and if another person should do so, judgment shall not be rendered for the plaintiff.

F. Initiatives to Affect Tax.

Consistent with the California Constitution (art. XIII C, § 3) the tax imposed by this Ordinance may be affected by initiative. The procedures for qualification of such an initiative and the election on a qualified initiative shall be consistent with the California Constitution (art. II, § 8), the California Elections Code (Chapter 3 of Division 9), and the Municipal Code. The minimum number of signatures necessary to qualify an initiative to affect the tax approved by this Ordinance shall be equal to 5 percent of the votes in the City for all

candidates for Governor at the last gubernatorial election. The election on a qualified initiative to affect the tax shall be a regular citywide election. An initiative affecting the tax shall be approved only if at least two-thirds of the votes cast on the measure are in favor of its approval.

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 34 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its approval by two-thirds of the voters voting within the Zone in an election to be held on September 24, 2024, so that taxes shall first be collected hereunder for the tax year beginning July 1, 2025.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____ 2024 by the following vote:

AYES:

NOES:

ABSENT:

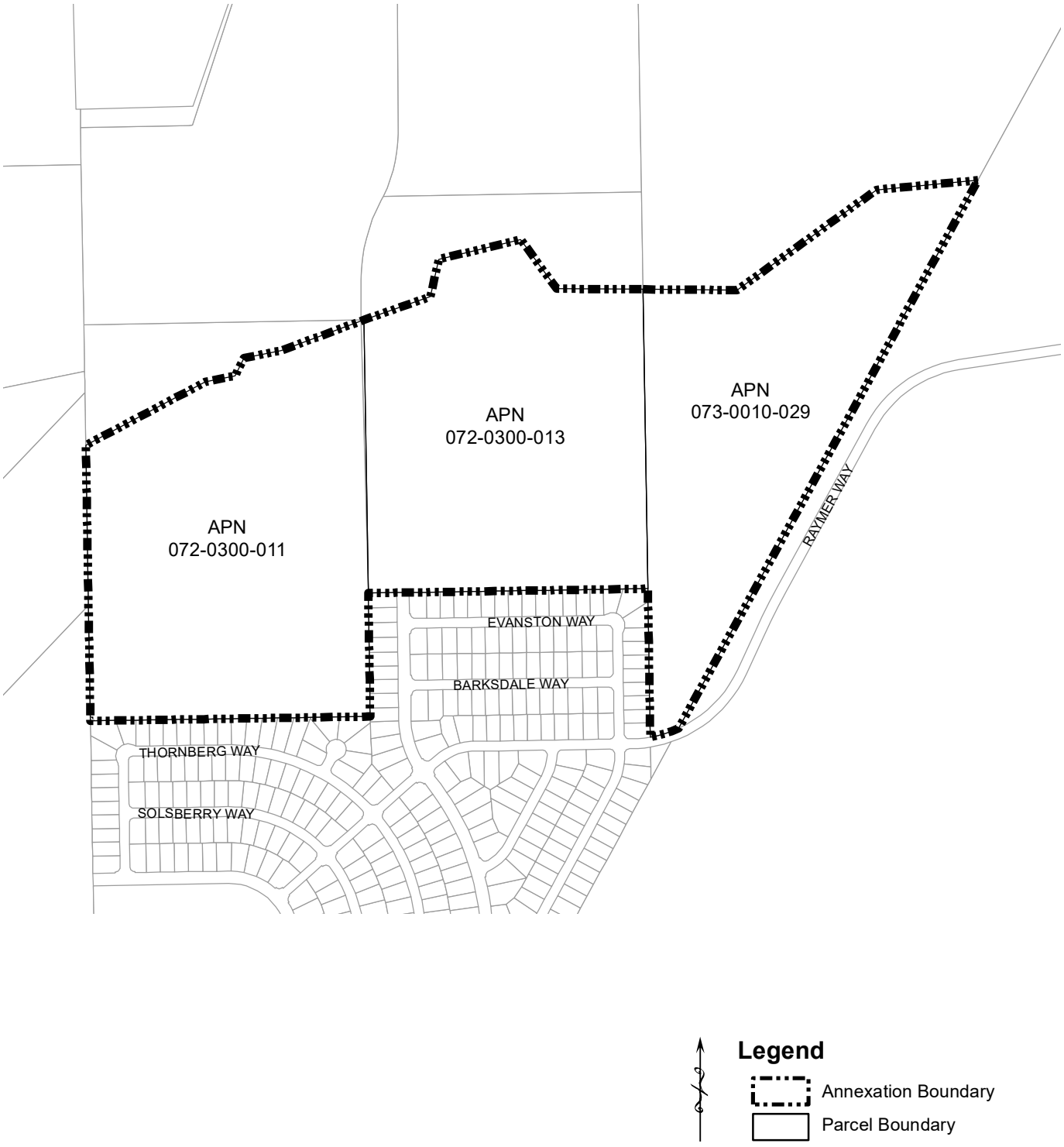
ABSTAIN:

_____
David Sander, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA
TRANSIT RELATED SERVICES SPECIAL TAX AREA
ZONE 34
THE PRESERVE



Amount of Tax per Parcel by Land Use Category

A. Residential Dwelling Units

As adjusted for inflation from the original base year, the amount of Tax per Parcel for fiscal year 2023-2024 for Residential Land Use Categories shall be $132.85 per low density residential dwelling unit or low density residential dwelling unit equivalent, $106.28 per medium density residential dwelling unit or medium density residential dwelling unit equivalent, or $79.71 per high density residential dwelling unit or high density residential dwelling unit equivalent (Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the Transit-Related Services Special Tax).

B. Non-Residential

As adjusted for inflation from the original base year, the amount of Tax per Parcel for fiscal year 2023-2024 for Non-Residential Land Use Categories (except Recreational and Agricultural) shall be $3,406.27 per retail and service commercial acre, $2,928.01 per commercial mixed use or office commercial acre.

C. Inflator Formula

The tax is subject to an annual inflator formula based on the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area, or six percent, whichever is less.

MEMORANDUM

ITEM 10.2.

DATE: August 5, 2024

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Edgar Medina, Principal Engineer

SUBJECT: **A RESOLUTION ADOPTING A MITIGATED NEGATIVE DECLARATION, ENVIRONMENTAL FINDINGS AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve the Mitigated Negative Declaration, Environmental Findings, Mitigation Monitoring and Reporting Program and allow final design to advance for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project.

BACKGROUND

U.S. Highway 50 is an impediment to alternative modes of travel within the City of Rancho Cordova, creating a barrier between the north and south sides of the City. While vehicle crossings exist, safe and comfortable bicycle and pedestrian facilities are limited. This results in bicycles sharing the road with high speed vehicles entering and exiting the freeway and major commercial/employment centers. This Project will construct a bicycle and pedestrian facility along Zinfandel Drive from White Rock Road to Folsom Boulevard (Attachment 2 - Project Location Map). This Project will improve multi-modal access and user comfort by removing the barrier to active transportation created by U.S. Highway 50, connecting communities on both sides of the freeway, including improved access to the Zinfandel light rail station, housing, jobs and education. The completed work will reduce vehicle miles traveled and improve air quality.

In September 2021, staff presented the proposed alternatives to Council for the project, with the tied arch bridge structure for the Bicycle and Pedestrian Overcrossing being the preferred alternative. With the alternative being selected, the project team advanced the environmental and preliminary engineering phases with Caltrans and have actively pursued grant funding for the construction phase. As a result, the City was awarded a $19,956,000 grant through the State Active Transportation Program for the construction phase.

The project is subject to environmental review under the California Environmental Quality Act (CEQA) and federal environmental review under the National Environmental Policy Act (NEPA)

associated with the use of federal funds. The California Department of Transportation (Caltrans), as assigned by the Federal Highway Administration (FHWA), is the lead agency under the NEPA. The City of Rancho Cordova is the lead agency under CEQA and acting as the Lead Agency, prepared an initial study to analyze the impacts created by the project. The IS/MND, Notice of Completion and Notice of Availability (NOA) were submitted to the California State Clearinghouse (SCH) (SCH Number 202405130) on May 30, 2024, and the draft IS/MND was circulated for State and local public review for thirty days, through July 1, 2024. The City mailed a NOA to the standard mailing radius (properties within 500 feet of the project site) and circulated the NOA in the Grapevine Independent newspaper. The NOA was also posted to the City's website on May 30, 2024.

The draft IS/MND prepared for the proposed project assesses the potential effects on the environment and the significance of those effects. Based on the results of the draft IS/MND, the proposed project would not have any significant impacts on the environment once mitigation measures are implemented (Attachment 3 - Mitigation Monitoring & Reporting Summary). This conclusion is supported by the following findings:

- The proposed project would not impact agriculture, and population and housing.
- The proposed project would have a less-than-significant impact on aesthetics, air quality, energy, greenhouse gas emissions, land use and planning, mineral resources, noise, public services, recreation, transportation, and utilities and service systems.
- Once mitigation measures are implemented, the proposed project would have a less-than-significant impact on biological resources, cultural resources, geology and soils, hazards and hazardous materials, and tribal cultural resources.
- No substantial evidence exists that the proposed project would have a significant negative or adverse effect on the environment.

The proposed project would incorporate standard construction best management practices and all applicable standard construction measures required by Caltrans Standard Specifications and other applicable laws, regulations, and policies. The proposed project would implement mitigation measures, as described in Section 4 of this IS/MND. Implementation of these mitigation measures would reduce the potentially significant environmental impacts of the proposed project to less than significant levels.

The draft IS/MND was circulated for public review from May 31, 2024, to July 1, 2024. A total of four (4) comment letters were received on the project and its environmental review. The City has reviewed these comments and provided responses in the final IS/MND (Attachment 4 - Final IS/MND). None of these comments trigger the need to reconsider the adoption of the mitigated negative declaration.

FISCAL IMPACT AND FUNDING SOURCE

The Zinfandel Drive Bicycle and Pedestrian Overcrossing total project cost is $27,320,000. Project funding currently consists of $3,987,000 in Traffic Mitigation Impact Fees, $3,377,000 in Federal Highway Improvement Program Grants and $19,956,000 in State Active Transportation Program Grant Funds.

This project is included in the City's current approved Capital Improvement Plan and in the 2024/2025 budget. There is no impact on the City's General Fund

ATTACHMENT(S)

1. Resolution

2. Exhibit A to the Resolution
3. Project Location Map
4. Mitigation Monitoring & Reporting Summary
5. Zinfandel Drive Bicycle and Pedestrian Overcrossing Project - Initial Study/Mitigated Negative Declaration

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION, ENVIRONMENTAL FINDINGS AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT

WHEREAS, plans for the design and construction of Zinfandel Drive Bicycle and Pedestrian Overcrossing Project have been included in the City's Capital Improvement Plan and Bicycle Master Plan; and

WHEREAS, the Project includes a new pedestrian overcrossing structure over U.S. 50, offset to the east of the existing Zinfandel Drive Overcrossing and establish a Class 1 bicycle and pedestrian trail from White Rock Road to Folsom Boulevard. The proposed Class I bicycle and pedestrian trail would be constructed along the eastern edge of Zinfandel Drive from White Rock Road to U.S. 50 to Olson Drive and then transition to the western edge of Zinfandel Drive to Folsom Boulevard. Single span bridges would be constructed to separate bicycle and pedestrian traffic from vehicular traffic at Gold Center Drive and U.S. 50 ramps; and

WHEREAS, on September 7, 2021, staff presented Council the proposed alternatives for the project, with the Tied Arched Structure for the Bicycle and Pedestrian Overcrossing being the preferred alternative; and

WHEREAS, the Project has been awarded Project funding currently consists of $3,987,000 in Traffic Mitigation Impact Fees, $3,377,000 in Federal Highway Improvement Program Grants and $19,956,000 in State Active Transportation Program Grant Funds; and

WHEREAS, the Project is subject to environmental review under the California Environmental Quality Act (CEQA) and federal environmental review under the National Environmental Policy Act (NEPA) associated with the use of federal funds. The California Department of Transportation (Caltrans), as assigned by the Federal Highway Administration (FHWA), is the lead agency under the NEPA. The City of Rancho Cordova is the lead agency under CEQA and acting as the Lead Agency, prepared an initial study to analyze the impacts created by the project; and

WHEREAS, an Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared and circulated pursuant to Article 6 of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, the IS/MND was circulated for State and local public review for thirty days, from May 31, 2024, through July 1, 2024. The City mailed an NOA to their standard mailing radius (properties within 300 feet of the project site) and circulated the NOA in the Grapevine Independent newspaper. The City received a total of four (4) comment letters on the project and its environmental review. The City has reviewed these comments and provided responses in the final IS/MND. None of these comments trigger the need to reconsider the adoption of the mitigated negative declaration; and

WHEREAS, on August 5, 2024, the City Council held a public meeting on the Project IS/MND.

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

A. FINDING: The City Council considered the Mitigated Negative Declaration and comments received during the public review process.

B. FINDING: The City Council finds based on the whole of the record before it that there no substantial evidence that the Project will have a significant effect on the environment and that the Mitigated Negative Declaration reflects the City Council's independent judgment and analysis.

BE IT FURTHER RESOLVED BY CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that:

1. The City Council adopts the Mitigated Negative Declaration for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project.

2. The City Council adopts the Project Mitigation Monitoring and Reporting Program, attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of August 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
David Sander, Mayor

_____
Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT

MITIGATION MONITORING AND REPORTING PROGRAM

Prepared by:

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

AUGUST 2024

COMPLIANCE CHECKLIST

The California Environmental Quality Act (CEQA) Guidelines, Section 15091 (d), requires public agencies, as part of the adoption of a Initial Study Mitigated Negative Declaration (IS/ MND), 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 Zinfandel Drive Bicycle and Pedestrian Overcrossing Project in the City of Rancho Cordova. The MMRP is intended to be used by City staff, project contractors, and mitigation monitoring personnel during implementation of the project.

The MMRP will provide for monitoring of construction activities as necessary in-the-field identification and resolution of environmental concerns, and reporting to City staff. The MMRP will consist of the components described below.

Table 1 contains a compliance-monitoring checklist that provides a synopsis of all adopted mitigation measures, identification of agencies responsible for implementing and monitoring compliance with the mitigation measures, and the timing of implementation.

FIELD MONITORING OF MITIGATION MEASURE IMPLEMENTATION

During construction of the project facilities, the City of Rancho Cordova's designated construction inspector, in cooperation with City of Rancho Cordova Planning Department staff, will be responsible for monitoring the implementation of mitigation measures. The inspector will report to the City of Rancho Cordova Department of Public Works and will be thoroughly familiar with all plans and requirements of the project. In addition, the inspector will be familiar with construction contract requirements, construction schedules, standard construction practices, and mitigation techniques. Aided by **Table 1,** the inspector will typically be responsible for the following activities:

1) On-site, day-to-day monitoring of construction activities.

2) Reviewing construction plans to ensure conformance with adopted mitigation measures.

3) Ensuring contractor knowledge of and compliance with all appropriate conditions of project approval.

4) Evaluating the adequacy of construction impact mitigation measures and proposing improvements to the contractors and City staff.

5) Requiring correction of activities that violate project mitigation measures, or that represent unsafe or dangerous conditions. The inspector shall have the ability and authority to secure compliance with the conditions or standards through the City of Rancho Cordova Public Works Department, if necessary.

6) Acting in the role of contact for property owners or any other affected persons who wish to register observations of violations of project mitigation measures, or unsafe or dangerous conditions. Upon receiving any complaints, the inspector shall immediately contact the construction representative. The inspector shall be responsible for verifying any such observations and for developing any necessary corrective actions in

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 & Reporting Summary

POTENTIAL IMPACT	MITIGATION MEASURES	TIMING	RESPONSIBLE PARTY	LEVEL OF SIGNIFICANCE AFTER MITIGATION
Biological Resources				

Project implementation would have the potential to have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.	**MM BIO-1:** The following avoidance and minimization efforts shall be implemented in order to reduce potential project effects to nesting migratory birds and raptors:
	• To avoid and minimize impacts to tree and shrub nesting species, the following measures shall be implemented:
	  ○ Conduct all tree and shrub removal and grading activities during the non-breeding season (generally September 1 through January 31).
	  ○ If grading and tree removal activities are scheduled to occur during the breeding and nesting season (February 1 through August 31), pre-construction surveys shall be performed prior to the start of proposed project activities.
	• If construction, grading, or other proposed project-related activities are scheduled during the nesting season (February 1 through August 31), pre-construction surveys for other migratory bird species shall take place no less than 14 days and no more than 30 days prior to the beginning of construction within 250 feet of suitable nesting habitat.
	  ○ If the pre-construction surveys do not identify any nesting migratory bird species within areas potentially affectedly construction activities, no further mitigation is required.
	  ○ If the pre-construction surveys do identify nesting bird species within areas that are within 250 feet of construction activities, the following measures shall be implemented:
	  ▪ Project-related construction impacts shall be avoided by establishment of appropriate no-work buffers to limit project-related construction activities near the nest site. The size of the no-work buffer zone shall be determined by species. The no-work buffer zone shall be delineated by highly visible temporary construction fencing. Monitoring of nest activity by a qualified biologist shall be required if the project-related construction activity has potential to adversely affect the nest or nesting
		Prior to construction activities	City of Rancho Cordova	Less than significant

Table 1: Mitigation Monitoring & Reporting Summary

POTENTIAL IMPACT	MITIGATION MEASURES	TIMING	RESPONSIBLE PARTY	LEVEL OF SIGNIFICANCE AFTER MITIGATION
	behavior of the bird. No project-related construction activity shall commence within the no-work buffer area until a qualified biologist confirms that the nest is no longer active.			
Project implementation would conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	**MM BIO-2**: If protected trees will be removed as described in City Code Chapter 19.12 as part of the proposed project, the following mitigation measures will be implemented: • Prior to the removal of any protected trees as defined in City Code Chapter 19.12, the proposed project proponent shall acquire a Tree Removal Permit from the City. • Prior to the removal of any protected trees, an ISA Certified Arborist shall conduct a tree survey in areas that may be impacted by construction activities. • This survey shall document tree resources that may be adversely impacted by implementation of the proposed project. The survey will follow standard professional practices. • Existing trees shall be retained to extent feasible. A Tree Protection Zone (TPZ) shall be established on the bare ground around any tree or group of trees to be retained. The TPZ will be delineated by an ISA Certified Arborist. The TPZ shall be defined by the radius of the dripline of the tree(s) plus one foot. The TPZ of any protected trees shall be demarcated using fencing that will remain in place for the duration of construction activities. • Construction-related activities shall be limited within the TPZ to those activities that can be done by hand. No heavy equipment or machinery shall be operated within the TPZ; if this is not possible, a six-inch layer of bark mulch shall be placed where the equipment shall be under the dripline in order to protect the root system from too much compaction. Grading shall be prohibited within the TPZ. No construction materials, equipment, or heavy machinery shall be stored within the TPZ. • If the proposed project encroaches upon the existing dripline of a protected tree, a tree protection plan shall be submitted with the project application. The tree protection plan shall be included on all demolition, grading, construction, and landscaping plans and project specifications. All protected trees and protective fencing or other protection features shall be shown on all project demolition, grading, construction, and landscape plans (Dewberry | Drake Haglan, 2021)	Prior to and during construction activities	City of West Sacramento	Less than significant

Table 1: Mitigation Monitoring & Reporting Summary

POTENTIAL IMPACT	MITIGATION MEASURES	TIMING	RESPONSIBLE PARTY	LEVEL OF SIGNIFICANCE AFTER MITIGATION
	• The City shall submit a tree replacement plan pursuant to the standards set forth in Rancho Cordova Municipal Code 19.12.120. A tree replacement plan that includes on-site or off-site replacement shall specify where the trees shall be planted and how the trees shall be monitored and maintained for a time period as determined by the public works director. The City will mitigate tree removal by replacing the removed trees at a 1:1 ratio.			
Cultural Resources				
Project implementation would cause adverse change in the significance of a historical resource pursuant to §15064.5	**Mitigation Measure CUL-1:** Prior to construction, the City shall clearly ensure the ESA boundary (the project boundary) is described and illustrated in the PS&E package prepared to guide construction of the undertaking. **Mitigation Measure CUL-2:** Prior to construction, the City shall ensure that the ESA AP is part of the City Project Engineer's Pending File. **Mitigation Measure CUL-3:** In the event of any discovery of archaeological materials, the construction foreman will immediately halt work in the vicinity of the discovery then contact the City's Project Engineer. City will immediately notify Caltrans of ESA violations or inadvertent discoveries, and Caltrans shall report all ESA violations or inadvertent discoveries to the Caltrans CSO and the SHPO within 48 hours and will consult on the appropriate course of action. **Mitigation Measure CUL-4:** If subsurface deposits believed to be cultural or human in origin are discovered during construction, all work must halt within a 100-foot radius of the discovery. Depending on the nature of the find, a qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric or historic archaeology, shall be retained to evaluate the significance of the find, and shall have the authority to modify the no-work radius as appropriate, using professional judgment. The following notifications shall apply, as necessary: • If the professional archaeologist determines that the find does not represent a cultural resource, work may resume immediately, and no agency notifications are required. • If the professional archaeologist determines that the find does represent a cultural resource from any time period or cultural affiliation, he or she shall immediately notify the lead agency. If the find is determined to be eligible for	During construction activities.	City of Rancho Cordova	Less than significant

Table 1: Mitigation Monitoring & Reporting Summary

POTENTIAL IMPACT	MITIGATION MEASURES	TIMING	RESPONSIBLE PARTY	LEVEL OF SIGNIFICANCE AFTER MITIGATION
	inclusion in the National Register or California Register, the lead agency shall consult on a finding of eligibility and implement appropriate treatment measures. Work may not resume within the no-work radius until the lead agency, through consultation as appropriate, determines that the site either: 1) is not eligible for the National Register or California Register; or 2) that the treatment measures have been completed to its satisfaction. • If the find includes human remains, or remains that are potentially human, he or she shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641). The archaeologist shall notify the Sacramento County Coroner (in accordance with § 7050.5 of the Health and Safety Code). The provisions of § 7050.5 of the California Health and Safety Code, § 5097.98 of the California PRC, and AB 2641 will be implemented. • If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the Native American Heritage Commission (NAHC), which then will designate a Native American Most Likely Descendant (MLD) for the proposed project (§ 5097.98 of the PRC). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (§ 5097.94 of the PRC). If no agreement is reached, the landowner must rebury the remains where they will not be further disturbed (§ 5097.98 of the PRC). This will also include either recording the site with the NAHC or the appropriate information center; using an open space or conservation zoning designation or easement; or recording a reinternment document with the county in which the property is located (AB 2641). Work may not resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the treatment measures have been completed to their satisfaction.			
Project Implementation would cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	See **MM CUL-3** above	During construction activities.	City of Rancho Cordova	Less than significant

Table 1: Mitigation Monitoring & Reporting Summary

POTENTIAL IMPACT	MITIGATION MEASURES	TIMING	RESPONSIBLE PARTY	LEVEL OF SIGNIFICANCE AFTER MITIGATION
Project Implementation would disturb any human remains, including those interred outside of formal cemeteries?	See **MM CUL-4** above	During construction activities.	City of Rancho Cordova	Less than significant
Geology and Soils				
Project implementation would directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	**MM GEO-1:** If paleontological resources are discovered during earth-moving activities, the construction crew shall immediately cease work in the vicinity of the find and shall notify the City planning department. The proposed project applicant shall retain a qualified paleontologist to evaluate the resource and prepare a proposed mitigation plan in accordance with SVP guidelines (1995). The proposed mitigation plan may include a field survey, construction monitoring, sampling and data recovery procedures, museum storage coordination for any specimen recovered, and a report of findings. Recommendations determined by the lead agency to be necessary and feasible shall be implemented before construction activities can resume at the site where the paleontological resources were discovered.	During construction activities.	City of Rancho Cordova	Less than significant
Noise				
Project implementation has the potential to result in the generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	**MM NO-1**: Implement the following control measures to minimize noise and vibration disturbances at sensitive receptors during construction: • Use newer equipment with improved muffling and ensure that all equipment items have the manufacturers' recommended noise abatement measures, such as mufflers, engine enclosures, and engine vibration isolators intact and operational. Newer equipment will generally be quieter in operation than older equipment. All construction equipment shall be inspected at periodic intervals to ensure proper maintenance and presence of noise control devices (e.g., mufflers and shrouding, etc.). • Utilize construction methods or equipment that provides the lowest level of noise and ground vibration impact. • Turn off idling equipment.	Prior to and during construction activities	City of Rancho Cordova	Less than significant

Table 1: Mitigation Monitoring & Reporting Summary

POTENTIAL IMPACT	MITIGATION MEASURES	TIMING	RESPONSIBLE PARTY	LEVEL OF SIGNIFICANCE AFTER MITIGATION
Tribal Cultural Resources				
Project implementation has the potential to result in impacts to tribal cultural resources.	**MM TCR-1:** If any suspected TCRs are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find, or an agreed upon distance based on the proposed project area and nature of the find. A Tribal Representative from a California Native American tribe that is traditionally and culturally affiliated with a geographic area shall be immediately notified and shall determine if the find is a TCR (PRC §21074). The Tribal Representative will make recommendations for further evaluation and treatment as necessary. When avoidance is infeasible, preservation in place is the preferred option for mitigation of TCRs, and every effort shall be made to preserve the resources in place, including through project redesign, if feasible. Culturally appropriate treatment may be, but is not limited to, processing materials for reburial, minimizing handling of cultural objects, leaving objects in place within the landscape, or returning objects to a location within the proposed project area where they will not be subject to future impacts. Permanent curation of TCRs will not take place unless approved in writing by the California Native American Tribe that is traditionally and culturally affiliated with the proposed project area. The contractor shall implement any measures deemed by the CEQA lead agency to be necessary and feasible to preserve in place, avoid, or minimize impacts to the resource, including, but not limited to, facilitating the appropriate tribal treatment of the find, as necessary. Treatment that preserves or restores the cultural character and integrity of a TCR may include Tribal Monitoring, culturally appropriate recovery of cultural objects, and reburial of cultural objects or cultural soil.	Prior to construction activities	City of Rancho Cordova	Less than significant

Zinfandel Drive Bicycle and Pedestrian Overcrossing Project

Project Location Map

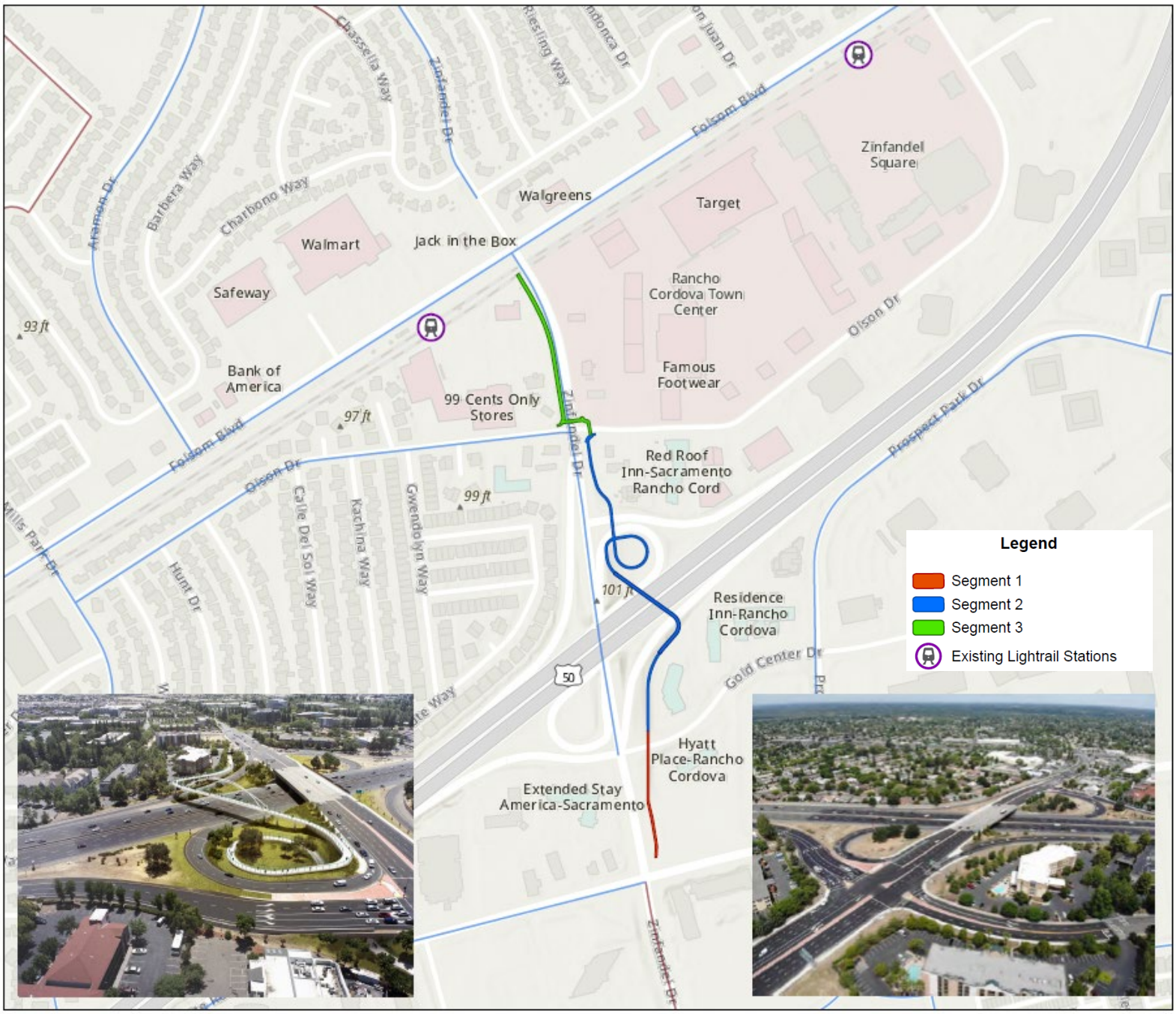


Table 1: Mitigation Monitoring & Reporting Summary

POTENTIAL IMPACT	MITIGATION MEASURES	TIMING	RESPONSIBLE PARTY	LEVEL OF SIGNIFICANCE AFTER MITIGATION
Biological Resources				

Project implementation would have the potential to have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.	**MM BIO-1:** The following avoidance and minimization efforts shall be implemented in order to reduce potential project effects to nesting migratory birds and raptors:
	• To avoid and minimize impacts to tree and shrub nesting species, the following measures shall be implemented:
	  ○ Conduct all tree and shrub removal and grading activities during the non-breeding season (generally September 1 through January 31).
	  ○ If grading and tree removal activities are scheduled to occur during the breeding and nesting season (February 1 through August 31), pre-construction surveys shall be performed prior to the start of proposed project activities.
	• If construction, grading, or other proposed project-related activities are scheduled during the nesting season (February 1 through August 31), pre-construction surveys for other migratory bird species shall take place no less than 14 days and no more than 30 days prior to the beginning of construction within 250 feet of suitable nesting habitat.
	  ○ If the pre-construction surveys do not identify any nesting migratory bird species within areas potentially affectedly construction activities, no further mitigation is required.
	  ○ If the pre-construction surveys do identify nesting bird species within areas that are within 250 feet of construction activities, the following measures shall be implemented:
	  ▪ Project-related construction impacts shall be avoided by establishment of appropriate no-work buffers to limit project-related construction activities near the nest site. The size of the no-work buffer zone shall be determined by species. The no-work buffer zone shall be delineated by highly visible temporary construction fencing. Monitoring of nest activity by a qualified biologist shall be required if the project-related construction activity has potential to adversely affect the nest or nesting
		Prior to construction activities	City of Rancho Cordova	Less than significant

Table 1: Mitigation Monitoring & Reporting Summary

POTENTIAL IMPACT	MITIGATION MEASURES	TIMING	RESPONSIBLE PARTY	LEVEL OF SIGNIFICANCE AFTER MITIGATION
	behavior of the bird. No project-related construction activity shall commence within the no-work buffer area until a qualified biologist confirms that the nest is no longer active.			
Project implementation would conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	**MM BIO-2**: If protected trees will be removed as described in City Code Chapter 19.12 as part of the proposed project, the following mitigation measures will be implemented: • Prior to the removal of any protected trees as defined in City Code Chapter 19.12, the proposed project proponent shall acquire a Tree Removal Permit from the City. • Prior to the removal of any protected trees, an ISA Certified Arborist shall conduct a tree survey in areas that may be impacted by construction activities. • This survey shall document tree resources that may be adversely impacted by implementation of the proposed project. The survey will follow standard professional practices. • Existing trees shall be retained to extent feasible. A Tree Protection Zone (TPZ) shall be established on the bare ground around any tree or group of trees to be retained. The TPZ will be delineated by an ISA Certified Arborist. The TPZ shall be defined by the radius of the dripline of the tree(s) plus one foot. The TPZ of any protected trees shall be demarcated using fencing that will remain in place for the duration of construction activities. • Construction-related activities shall be limited within the TPZ to those activities that can be done by hand. No heavy equipment or machinery shall be operated within the TPZ; if this is not possible, a six-inch layer of bark mulch shall be placed where the equipment shall be under the dripline in order to protect the root system from too much compaction. Grading shall be prohibited within the TPZ. No construction materials, equipment, or heavy machinery shall be stored within the TPZ. • If the proposed project encroaches upon the existing dripline of a protected tree, a tree protection plan shall be submitted with the project application. The tree protection plan shall be included on all demolition, grading, construction, and landscaping plans and project specifications. All protected trees and protective fencing or other protection features shall be shown on all project demolition, grading, construction, and landscape plans (Dewberry | Drake Haglan, 2021)	Prior to and during construction activities	City of West Sacramento	Less than significant

Table 1: Mitigation Monitoring & Reporting Summary

POTENTIAL IMPACT	MITIGATION MEASURES	TIMING	RESPONSIBLE PARTY	LEVEL OF SIGNIFICANCE AFTER MITIGATION
	• The City shall submit a tree replacement plan pursuant to the standards set forth in Rancho Cordova Municipal Code 19.12.120. A tree replacement plan that includes on-site or off-site replacement shall specify where the trees shall be planted and how the trees shall be monitored and maintained for a time period as determined by the public works director. The City will mitigate tree removal by replacing the removed trees at a 1:1 ratio.			
Cultural Resources				
Project implementation would cause adverse change in the significance of a historical resource pursuant to §15064.5	**Mitigation Measure CUL-1:** Prior to construction, the City shall clearly ensure the ESA boundary (the project boundary) is described and illustrated in the PS&E package prepared to guide construction of the undertaking. **Mitigation Measure CUL-2:** Prior to construction, the City shall ensure that the ESA AP is part of the City Project Engineer's Pending File. **Mitigation Measure CUL-3:** In the event of any discovery of archaeological materials, the construction foreman will immediately halt work in the vicinity of the discovery then contact the City's Project Engineer. City will immediately notify Caltrans of ESA violations or inadvertent discoveries, and Caltrans shall report all ESA violations or inadvertent discoveries to the Caltrans CSO and the SHPO within 48 hours and will consult on the appropriate course of action. **Mitigation Measure CUL-4:** If subsurface deposits believed to be cultural or human in origin are discovered during construction, all work must halt within a 100-foot radius of the discovery. Depending on the nature of the find, a qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric or historic archaeology, shall be retained to evaluate the significance of the find, and shall have the authority to modify the no-work radius as appropriate, using professional judgment. The following notifications shall apply, as necessary: • If the professional archaeologist determines that the find does not represent a cultural resource, work may resume immediately, and no agency notifications are required. • If the professional archaeologist determines that the find does represent a cultural resource from any time period or cultural affiliation, he or she shall immediately notify the lead agency. If the find is determined to be eligible for	During construction activities.	City of Rancho Cordova	Less than significant

Table 1: Mitigation Monitoring & Reporting Summary

POTENTIAL IMPACT	MITIGATION MEASURES	TIMING	RESPONSIBLE PARTY	LEVEL OF SIGNIFICANCE AFTER MITIGATION
	inclusion in the National Register or California Register, the lead agency shall consult on a finding of eligibility and implement appropriate treatment measures. Work may not resume within the no-work radius until the lead agency, through consultation as appropriate, determines that the site either: 1) is not eligible for the National Register or California Register; or 2) that the treatment measures have been completed to its satisfaction. • If the find includes human remains, or remains that are potentially human, he or she shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641). The archaeologist shall notify the Sacramento County Coroner (in accordance with § 7050.5 of the Health and Safety Code). The provisions of § 7050.5 of the California Health and Safety Code, § 5097.98 of the California PRC, and AB 2641 will be implemented. • If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the Native American Heritage Commission (NAHC), which then will designate a Native American Most Likely Descendant (MLD) for the proposed project (§ 5097.98 of the PRC). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (§ 5097.94 of the PRC). If no agreement is reached, the landowner must rebury the remains where they will not be further disturbed (§ 5097.98 of the PRC). This will also include either recording the site with the NAHC or the appropriate information center; using an open space or conservation zoning designation or easement; or recording a reinternment document with the county in which the property is located (AB 2641). Work may not resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the treatment measures have been completed to their satisfaction.			
Project Implementation would cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	See **MM CUL-3** above	During construction activities.	City of Rancho Cordova	Less than significant

Table 1: Mitigation Monitoring & Reporting Summary

POTENTIAL IMPACT	MITIGATION MEASURES	TIMING	RESPONSIBLE PARTY	LEVEL OF SIGNIFICANCE AFTER MITIGATION
Project Implementation would disturb any human remains, including those interred outside of formal cemeteries?	See **MM CUL-4** above	During construction activities.	City of Rancho Cordova	Less than significant
Geology and Soils				
Project implementation would directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	**MM GEO-1:** If paleontological resources are discovered during earth-moving activities, the construction crew shall immediately cease work in the vicinity of the find and shall notify the City planning department. The proposed project applicant shall retain a qualified paleontologist to evaluate the resource and prepare a proposed mitigation plan in accordance with SVP guidelines (1995). The proposed mitigation plan may include a field survey, construction monitoring, sampling and data recovery procedures, museum storage coordination for any specimen recovered, and a report of findings. Recommendations determined by the lead agency to be necessary and feasible shall be implemented before construction activities can resume at the site where the paleontological resources were discovered.	During construction activities.	City of Rancho Cordova	Less than significant
Noise				
Project implementation has the potential to result in the generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	**MM NO-1**: Implement the following control measures to minimize noise and vibration disturbances at sensitive receptors during construction: • Use newer equipment with improved muffling and ensure that all equipment items have the manufacturers' recommended noise abatement measures, such as mufflers, engine enclosures, and engine vibration isolators intact and operational. Newer equipment will generally be quieter in operation than older equipment. All construction equipment shall be inspected at periodic intervals to ensure proper maintenance and presence of noise control devices (e.g., mufflers and shrouding, etc.). • Utilize construction methods or equipment that provides the lowest level of noise and ground vibration impact. • Turn off idling equipment.	Prior to and during construction activities	City of Rancho Cordova	Less than significant

Table 1: Mitigation Monitoring & Reporting Summary

POTENTIAL IMPACT	MITIGATION MEASURES	TIMING	RESPONSIBLE PARTY	LEVEL OF SIGNIFICANCE AFTER MITIGATION
Tribal Cultural Resources				
Project implementation has the potential to result in impacts to tribal cultural resources.	**MM TCR-1:** If any suspected TCRs are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find, or an agreed upon distance based on the proposed project area and nature of the find. A Tribal Representative from a California Native American tribe that is traditionally and culturally affiliated with a geographic area shall be immediately notified and shall determine if the find is a TCR (PRC §21074). The Tribal Representative will make recommendations for further evaluation and treatment as necessary. When avoidance is infeasible, preservation in place is the preferred option for mitigation of TCRs, and every effort shall be made to preserve the resources in place, including through project redesign, if feasible. Culturally appropriate treatment may be, but is not limited to, processing materials for reburial, minimizing handling of cultural objects, leaving objects in place within the landscape, or returning objects to a location within the proposed project area where they will not be subject to future impacts. Permanent curation of TCRs will not take place unless approved in writing by the California Native American Tribe that is traditionally and culturally affiliated with the proposed project area. The contractor shall implement any measures deemed by the CEQA lead agency to be necessary and feasible to preserve in place, avoid, or minimize impacts to the resource, including, but not limited to, facilitating the appropriate tribal treatment of the find, as necessary. Treatment that preserves or restores the cultural character and integrity of a TCR may include Tribal Monitoring, culturally appropriate recovery of cultural objects, and reburial of cultural objects or cultural soil.	Prior to construction activities	City of Rancho Cordova	Less than significant

Final

Zinfandel Drive Bicycle and Pedestrian Overcrossing Project

Initial Study/Mitigated Negative Declaration
State Clearinghouse Number 2024051303



City of Rancho Cordova
Sacramento County

August 2024

Dewberry

Final

Zinfandel Drive Bicycle and Pedestrian Overcrossing Project

Initial Study/Mitigated Negative Declaration

State Clearinghouse Number: 2024051303

City of Rancho Cordova, California
Carmichael 7.5-Minute Quadrangle,
Township 9N, Range 07E, Section 34

Submitted to:
City of Rancho Cordova Public Works Department
2729 Prospect Park Drive,
Rancho Cordova, CA 95670

Prepared by:
Dewberry Engineers Inc.
11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670
916.363.4210

August 2024

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EXECUTIVE SUMMARY

The City of Rancho Cordova (City) proposes to construct a new bicycle and pedestrian overcrossing over U.S. Route 50 (US 50), along with Class 1 bicycle and pedestrian improvements connecting Folsom Boulevard with White Rock Road. The pedestrian overcrossing structure and all aspects of the trail would be designed to meet current applicable City, Caltrans, American Association of State Highway and Transportation Officials (AASHTO), and Americans with Disabilities Act (ADA) standards. The proposed project is located within the central portion of the City of Rancho Cordova, Sacramento County, California. The General Plan land uses in the proposed project vicinity include Commercial Mixed Use (CMU), Office Mixed Use (OMU), and Medium Density Residential (MDR) land uses.

The Draft Initial Study/Mitigated Negative Declaration (IS/MND) will be submitted to the State Clearinghouse for a 30-day public review period. During the public review period, the Draft IS/MND will be available for review at the City of Rancho Cordova Department of Public Works 2729 Prospect Park Drive, Rancho Cordova, CA 95670 during business hours and at the following City Websites:https://www.cityofranchocordova.org/departments/community-development/planning/planning-division-document-library

https://www.cityofranchocordova.org/departments/community-development/planning/planning-division-document-library.

The Draft IS/MND prepared for the proposed project assesses the potential effects on the environment and the significance of those effects. Based on the results of the IS/MND, the proposed project would not have any significant impacts on the environment once mitigation measures are implemented. This conclusion is supported by the following findings:

- The proposed project would not impact agriculture, and population and housing.
- The proposed project would have a less-than-significant impact on aesthetics, air quality, energy, greenhouse gas emissions, land use and planning, mineral resources, noise, public services, recreation, transportation, and utilities and service systems.
- Once mitigation measures are implemented, the proposed project would have a less-than-significant impact on biological resources, cultural resources, geology and soils, hazards and hazardous materials, and tribal cultural resources.
- No substantial evidence exists that the proposed project would have a significant negative or adverse effect on the environment.

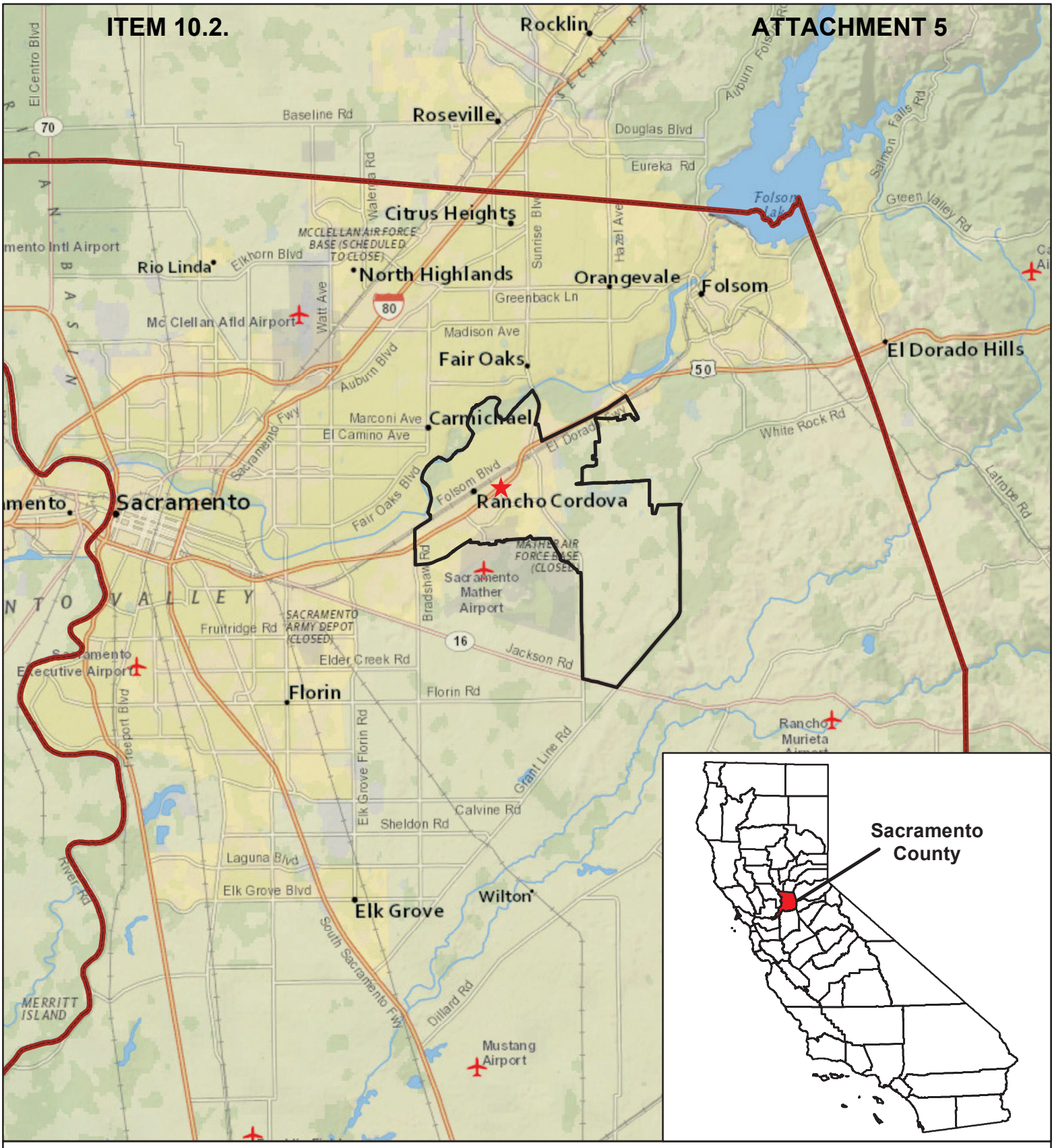
The proposed project would incorporate standard construction best management practices and all applicable standard construction measures required by Caltrans Standard Specifications and other applicable laws, regulations, and policies. The proposed project would implement mitigation measures, as described in Section 4 of this IS/MND. Implementation of these mitigation measures would reduce the potentially significant environmental impacts of the proposed project to less than significant levels.

INITIAL STUDY

1. Project Title:	Zinfandel Drive Bicycle and Pedestrian Overcrossing Project
2. Lead Agency Name and Address:	City of Rancho Cordova 2729 Prospect Park Drive, Rancho Cordova, CA 95670
3. Contact Person and Phone Number:	Edgar Medina, P.E. 916-851-8907 EMedina@cityofranchocordova.org
4. Project Location:	Zinfandel Drive, City of Rancho Cordova, CA Carmichael U.S. Geological Survey 7.5-Minute quadrangle, Township 9N, Range 07E, Section 34
5. Project Sponsor's Name and Address:	Edgar Medina, P.E. City of Rancho Cordova 2729 Prospect Park Drive, Rancho Cordova, CA 95670
6. Adjacent General Plan Designation(s):	Commercial Mixed Use (CMU), Office Mixed Use (OMU), and Medium Density Residential (MDR)
7. Adjacent Zoning Designation(s):	CMU (Commercial Mixed Use), OPMU (Office Professional Mixed Use), RD-10 (Residential 10)

1.0 INTRODUCTION

The City of Rancho Cordova (City) proposes to construct a new bicycle and pedestrian overcrossing over U.S. Route 50 (US 50), along with approximately 3,200 feet of Class 1 bicycle and pedestrian improvements connecting Folsom Boulevard with White Rock Road (proposed project). The proposed project is located within the central portion of the City of Rancho Cordova, Sacramento County, California (Figure 1-1 and Figure 1-2). The proposed project intends to improve connectivity between the primarily business areas south of US 50 and the mass transit centers, residences, and commercial areas north of US 50. The pedestrian overcrossing structure and all aspects of the trail would be designed to meet current applicable City, Caltrans, American Association of State Highway and Transportation Officials (AASHTO), and Americans with Disabilities Act (ADA) standards.



Legend

★ Project Location

Rancho Cordova City Limits

County Boundary

0 1 2 4 Miles

Source: ESRI Online Basemap, National Geographic Map, Sacramento County Coordinate System NAD 83 State Plane California II FIPS 0402 Feet

Notes: This map was created for informational and display purposes only

Zinfandel Drive Bicycle and Pedestrian Overcrossing Project
City of Rancho Cordova, CA

Regional Location

Figure 1-1



Legend

★ Project Location

▭ Rancho Cordova City Limits

0 150 300 600 Feet

Source: ESRI Online Basemap, World Imagery Map, Sacramento County Coordinate System NAD 83 State Plane California II FIPS 0402 Feet

Notes: This map was created for informational and display purposes only

Zinfandel Drive Bicycle and Pedestrian Overcrossing Project
City of Rancho Cordova, CA

Project Location

Figure 1-2

2.0 PROJECT DESCRIPTION

2.1 Existing Conditions

The proposed project area is located along Zinfandel Drive in a fully developed urban environment that spans multiple major local and regional roadways, including White Rock Road, Gold Center Drive, US 50 on- and off-ramps, US 50, Olson Drive, and Folsom Boulevard, (Figure 2-1). Zinfandel Drive is classified as a principal arterial roadway within the City and has Average Daily Traffic (ADT) of approximately 23,000 trips north of US 50 per day, and approximately 47,000 trips south of US 50 per day (City of Rancho Cordova, 2016). Land use at the proposed project site includes commercial mixed use, office professional mixed use, and residential use land (City of Rancho Cordova, 2014). Existing bicycle and pedestrian facilities along Zinfandel Drive are described below in Table 2.1-1.

Table 2.1-1. Existing Bicycle and Pedestrian Facilities

Limits		Bicycle and Pedestrian Facilities Along SB Zinfandel	Bicycle and Pedestrian Facilities Along NB Zinfandel
From White Rock Road to Eastbound US 50 Ramps		6' Sidewalk 6' Class 2 Bike Lane	7' Sidewalk 6' Class 2 Bike Lane
Eastbound US-50 Ramps to Westbound US 50 Ramps		6' Sidewalk 6' Class 2 Bike Lane	5' Sidewalk on existing overcrossing 7' Sidewalk off existing overcrossing 6' Class 2 Bike Lane
Westbound US 50 Ramps to Olson Drive		6' Sidewalk 6' Class 2 Bike Lane	6' Sidewalk 6' Class 2 Bike Lane
Olson Drive to Folsom Boulevard		8' Sidewalk 6' Class 2 Bike Lane	5' Sidewalk No Bike Lane

2.2 Purpose and Need

The purpose of the proposed project is to encourage the use of alternative modes of transportation for residents, visitors, and employees of the major employment centers within the City. The proposed project is needed to improve connectivity and provide safe bicycle and pedestrian access along Zinfandel Drive at the project site.



Legend

Project Extent | Potential Staging Areas | Parcel Boundaries

0 105 210 420 Feet

Source: ESRI Online Basemap, World Imagery Map, Sacramento County Coordinate System NAD 83 State Plane California II FIPS 0402 Feet

Notes: This map was created for informational and display purposes only

Zinfandel Drive Bicycle and Pedestrian Overcrossing Project
City of Rancho Cordova, CA

Project Footprint

Figure 2-1

2.3 Proposed Project

The proposed project would construct a new pedestrian overcrossing structure over US 50, offset to the east of the existing Zinfandel Overcrossing and would establish a Class I bicycle and pedestrian trail from White Rock Road to Folsom Boulevard.

The proposed overcrossing structure would be located perpendicular to US 50, and just east of, Zinfandel Drive, and would be designed according to existing City, Caltrans, AASHTO, and ADA standards. The proposed pedestrian-bicycle overcrossing would be up to 625 feet long and would include a width of 16 feet. The structure would be designed to maintain a minimum vertical clearance of 18 feet, 6 inches over US 50 and the eastbound onramp. The proposed overcrossing is anticipated to be supported by an abutment located south of the eastbound US 50 onramp, an abutment located within the westbound US 50 loop onramp, and multiple bents located within Caltrans right-of-way. The proposed overcrossing abutments may be supported by driven piles while the proposed columns would be supported by large diameter cast-in-drilled hole (CIDH) piles.

The proposed Class I bicycle and pedestrian trail would be constructed along the eastern edge of Zinfandel Drive from White Rock Road to US 50 to Olson Drive and then transition to the western edge of Zinfandel Drive to Folsom Boulevard. Single span bridges would be constructed to separate bicycle and pedestrian traffic from vehicular traffic at Gold Center Drive and Highway 50 ramps. The proposed trail would be designed to adhere to ADA specification and would include the construction of two to three undercrossings at Gold Center Drive and US 50 on- and off-ramps. The typical Class I trail section includes a 10-foot path with two 2-foot-wide shoulders. Pedestrian signage and signaling would be installed following the construction of the proposed trail sections.

2.3.1 Utility Relocation

Multiple existing surface and underground utilities are present in the proposed project area. Surface and underground utilities include communication, water, sewer, and electrical lines. Much of the anticipated utility relocation associated with the proposed project would include adjusting existing surface utility poles, boxes, meters, and drainage along Zinfandel Drive to correspond with the proposed bicycle and pedestrian facilities. Additionally, existing fire hydrants north of Olson Drive would be shifted as a result of the proposed project improvements. The need for the relocation of underground and overhead utilities at the project site is to be determined and the City would coordinate all relocation needs with the specific service provider (i.e., Sacramento Municipal Utility District).

2.3.2 Right-of-Way

The proposed project is located primarily within Caltrans and City right-of-way. Small permanent acquisitions will be required from eight parcels and Temporary Construction Easements (TCEs) will be required from eleven parcels along the path as summarized in Table 2.3-1.

Table 2.3-1 Summary of Right-of-Way Required

Parcel No.	Location	Permanent Acquisition Area (SF)	TCE Area (SF)
072-0610-091	NE Corner of White Rock Road / Zinfandel Dr.	5,578	3,259
072-0610-090	South of Gold Center Drive	1,872	2,317
072-0610-092	North of Gold Center Drive	-	7,717
072-0210-048	South of Olson Drive	-	1,290
072-0210-047	SE Corner of Olson Dr. / Zinfandel Dr.	253	2,029
072-0330-016	NE Corner of Olson Dr. / Zinfandel Dr.	363	1,712
072-0330-007	NW Corner of Olson Dr. / Zinfandel Dr.	-	2,095
072-0330-006	North of Olson Dr., West Side of Zinfandel Dr.	722	2,122
072-0330-005	North of Olson Dr., West Side of Zinfandel Dr.	642	2,274
072-0330-002	North of Olson Dr., West Side of Zinfandel Dr.	638	913
072-0330-003	North of Olson Dr., West Side of Zinfandel Dr.	1,263	2,347

South of US 50: Three parcels will be impacted on the east side of Zinfandel between White Rock Road and US 50. On the corner of White Rock Road and Zinfandel Drive there is a vacant lot zoned as Commercial Mixed Use. The area required from this parcel is immediately adjacent to Zinfandel Drive and is essentially unusable by the property owner. On the south side of Gold Center, the Hyatt Place property will be impacted to accommodate the cut slope adjacent to the Class I path as it approaches the undercrossing at Gold Center Drive. The area impacted is between the property line and the existing parking stalls. There will be no impact to current parking. North of Gold Center Drive, a TCE is required at the Fairfield by Marriot to connect the drainage to existing drainage systems and for construction of the Mechanically Stabilized Earth (MSE) wall approaches for the Pedestrian Overcrossing. Both hotel properties are zoned as Office Professional Mixed-Use. TCEs will also be required from the parcels south of Gold Center Drive.

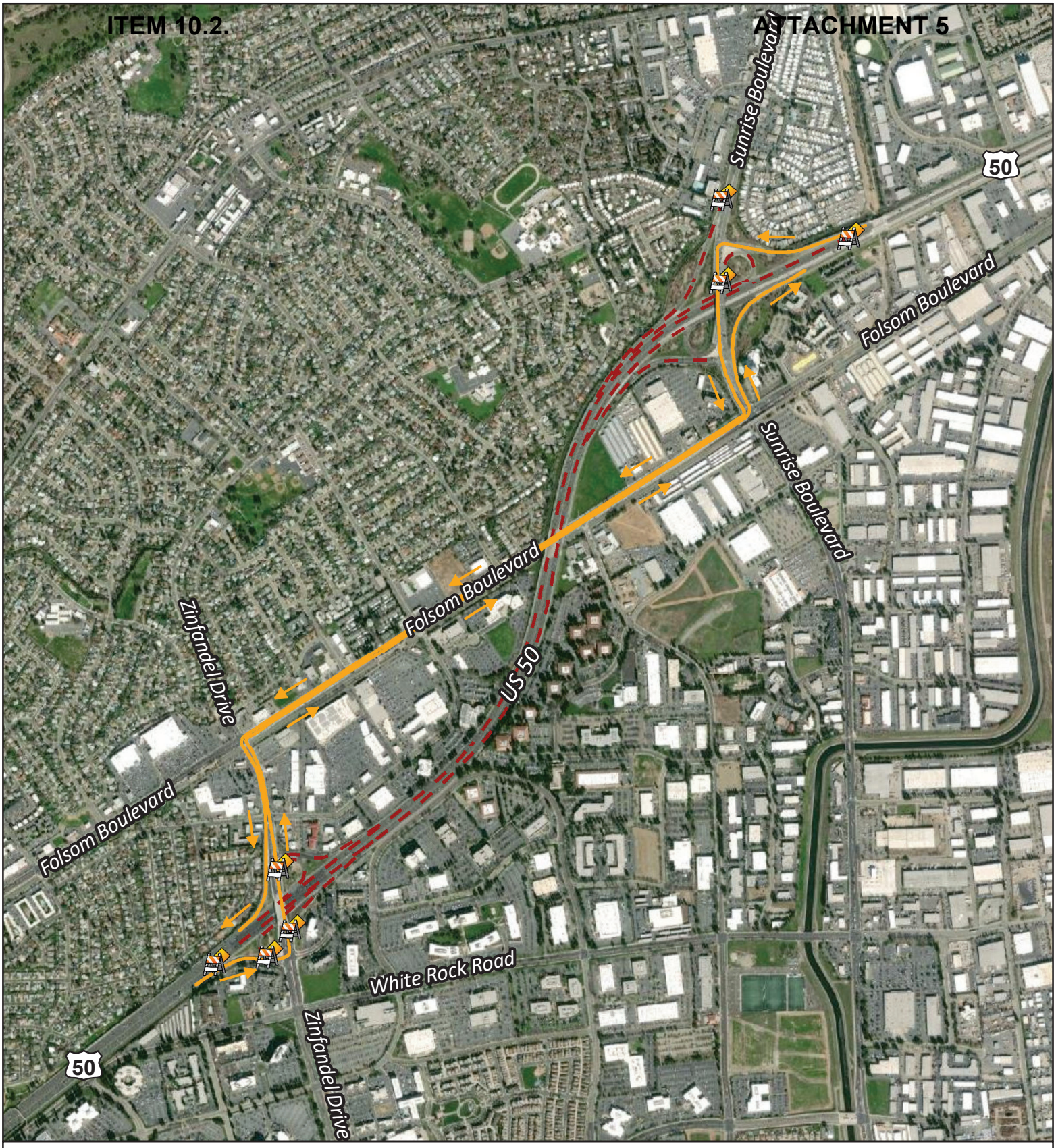
Between US 50 and Olson Drive: There are two parcels impacted north of US 50, both zoned as Commercial Mixed Use. The first is immediately adjacent to the westbound off-ramp where a TCE is required to construct the cut slope adjacent to the Class I path. There are no impacts to the existing adjacent parking. At the southeast corner of Olson Drive and Zinfandel Drive, right-of-way is required to construct the plaza style cross-walk. The area is currently used as a small planter area. TCEs will also be required for construction of the Class I path, no impacts to existing parking or commercial operations.

North of Olson Drive: Six parcels will be impacted north of Olson Drive. All parcels are zoned as Commercial Mixed Use. At the northeast corner of Olson Drive and Zinfandel Drive, a similar plaza style cross-walk will be constructed which will require a small portion of additional permanent right-of-way. There is currently a small retaining wall with landscaping that will be impacted. A TCE is also required in this area which identifies a number of parking stalls that may also be impacted. As the Class I path continues north along the west side of Zinfandel, the frontage along five separate parcels will be impacted. In general, the area includes small planter areas separating the existing parking from the sidewalk. The Class I path will increase width of the sidewalk and require permanent right-of-way from four of the impacted parcels. TCEs are required from all five parcels for construction of the Class I path, including temporary impacts to several parking stalls.

2.3.3 Traffic Handling and Access Control

During construction, temporary lane closures would be necessary along Zinfandel Drive, Gold Center Drive, Olson Drive, and Folsom Boulevard to complete bicycle and pedestrian improvements. In advance of construction operations, necessary construction signage and temporary signal systems would be installed along US 50 and adjacent roadways, to notify motorists of temporary traffic control measures and project construction. The number and placement of temporary signal systems and lane closure signs for project construction will be determined during the PS&E phase, and the Contractor would develop a Traffic Handling Plan prior to construction.

The full closure of roadways in the proposed project area is not anticipated during project construction; however, Gold Center Drive, Olson Drive, and US 50 on- and off-ramps may experience short closures during traffic control transitions and the construction of proposed undercrossings. Additionally, a temporary, nighttime closure of US 50 may be required for the installation and removal of the bridge falsework needed to construct concrete elements on the new bridge. If falsework is required to construct the proposed bridge, a detour would be established along Zinfandel Drive, Folsom Boulevard, and Sunrise Boulevard (**Figure 2-2**) during installation and removal of falsework.



Legend

Road Closure Signs — Proposed Roadway Closure — Proposed Detour Route

0 450 900 1,800 Feet

Source: ESRI Online Basemap, World Imagery Map, Sacramento County Coordinate System NAD 83 State Plane California II FIPS 0402 Feet

Notes: This map was created for informational and display purposes only

Zinfandel Drive Bicycle and Pedestrian Overcrossing Project
City of Rancho Cordova, CA

Proposed Temporary Detour

Figure 2-2

All temporary traffic control equipment and procedures would comply with the 2023 Caltrans Standard Specification and allow access to all adjacent residential, commercial, and public properties would be maintained throughout construction.

2.3.4 Tree Removal

It is anticipated that approximately 29 trees located within the Caltrans right-of-way will need to be removed including approximately 15 trees within the loop on-ramp to westbound US 50, approximately 1 trees north of the westbound US 50 off-ramp, approximately 10 trees along the eastbound US 50 on-ramp and approximately 3 trees north of the eastbound on-ramp between US. In addition, it may be necessary to remove up to 18 trees located on the parcel (APN 720-610-092) south of the eastbound on-ramp.

2.3.5 Construction Activities

Installing Construction Signs

No less than 30 days in advance of construction operations, necessary constructions signs and temporary signal systems would be installed along Zinfandel Drive, US 50, and at US 50 on- and off-ramps in the proposed project vicinity. Signs would display the exact time and date in which construction on US 50 would take place and would remain in place throughout the proposed bridge construction. The number and placement of temporary signal systems and lane closure signs for bicycle and pedestrian improvements along Zinfandel Drive will be determined during the Plans, Specifications and Estimates (PS&E) phase. All temporary traffic control equipment and procedures would comply with the 2023 Caltrans Standard Specification.

Relocating Utilities

Existing utilities which conflict with proposed improvements and equipment would be relocated and the City would coordinate all relocation needs with the specific service provider (i.e., Sacramento Municipal Utility District).

Clearing and Grubbing

Minor ground disturbance and vegetation removal would be required for proposed project construction along US 50 on- and off-ramps and Zinfandel Drive north of US 50. The maximum depth of excavation is expected to be up to 15 feet for construction of the pedestrian and bicycle overcrossing structure and 5 feet for the trail section.

New Bridge Foundations

The new abutment seat and associated foundations would involve excavations of up to 15 feet. It is anticipated that foundation elements would consist of cast-in drilled-hole piling supporting

single column bents. Temporary shoulder impacts and potential lane closures would be necessary to install the supports along the freeway on- and off-ramps, and potentially in the median of US 50.

New Bridge Construction

New bridge construction for the pedestrian overcrossing would involve placement of falsework to support the wet concrete of the superstructure, construction of bridge formwork, placing reinforcement, and then casting the bridge superstructure for the approach spans. For the main span over US 50, a steel tied arch is proposed. A concrete curb with pedestrian fencing would be placed at the edge of the deck, as well as along the ramp as it approaches the new overcrossing. A temporary, nighttime closure of the highway with a detour onto Zinfandel Drive, Folsom Boulevard, and Sunrise Boulevard would be required for the installation and removal of falsework.

New bridge construction for the pedestrian undercrossings at Gold Center Drive and the westbound ramps would involve placing precast concrete slab girders on seat type abutments supported on cast in drilled hole piles. The undercrossings would be constructed top down to minimize impacts to existing roadways during construction.

Construction of New Pedestrian and Roadway Facilities

Bicycle and pedestrian facility construction would require excavation for a new structural section and placement of aggregate base and an asphalt surface. Additionally, new concrete curbs, gutters, and sidewalks would require that forms be constructed, and then concrete and reinforcement placed. The southern approach to the proposed pedestrian overcrossing at US 50 would be supported on mechanically stabilized embankment retaining walls with precast concrete facing panels. The approach will be located approximately 200 feet south of the existing bridge between Gold Center Drive and US 50 eastbound on-ramp overcrossing. There will be additional cast in place reinforced concrete cantilever retaining walls south of Gold Center Drive and on the north side of the proposed pedestrian overcrossing at US 50 where there is a grade difference between the trail and the existing roadway. Excavation would be limited to only what is required to get the formwork in place. Formwork would be removed after the concrete sufficiently cures and the surfaces would be finished.

Table 2.3-2 provides a description of the type of equipment anticipated to be used during the construction of the proposed project.

Table 0-2. Construction Equipment

Equipment	Construction Purpose
Hydraulic hammer	Demolition
Hoe ram	Demolition
Jack hammer	Demolition
Water truck	Earthwork construction + dust control
Bulldozer/loader	Earthwork construction, clearing and grubbing
Haul truck	Earthwork construction, clearing and grubbing
Front-end loader	Dirt or gravel manipulation
Grader	Ground grading and leveling
Dump truck	Fill material delivery
Bobcat	Fill distribution
Excavator	Soil manipulation and placement of rock slope protection
Compaction equipment	Earthwork
Roller/compactor	Earthwork and asphalt concrete construction
Backhoe	Soil manipulation, drainage work
Drill rig	Construction of drilled or driven pile foundations
Holding tanks	Slurry storage for pile installation
Crane	Placement of false work beams
Concrete truck and pump	Placing concrete
Paver	Asphalt concrete construction
Truck with seed sprayer	Erosion control landscaping
Generators	Hand tool powering

2.3.6 Construction Schedule and Timing

Construction of the proposed project is anticipated to take approximately 12 to 18 months and the construction period is scheduled to begin as early as Fall 2024.

2.4 Environmental Documentation and Permits

The following environmental documents and permits are anticipated to be required for proposed project construction:

- A Categorical Exclusion (CE) pursuant to NEPA;
- An Initial Study/Mitigated Negative Declaration (IS/MND) pursuant to CEQA;
- A Caltrans District 3 Encroachment Permit;
- City of Rancho Cordova Encroachment Permit,
- And a Regional Water Quality Control Board (RWQCB) General Construction Permit.

3 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The proposed project could potentially affect the environmental factor(s) checked below. The following pages present a more detailed checklist and discussion of each environmental factor.

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

3.1 Determination: (To be completed by Lead Agency)

On the basis of this initial study:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, no further environmental documentation is required.

Signature — Date: 4.23.24

Albert Stricker — Director of Public Works

Printed Name

4.0 ENVIRONMENTAL CHECKLIST

4.1 Aesthetics

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Aesthetics – Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d) Create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area?	☐	☐	☒	☐

A Visual Impact Assessment (Dewberry | Drake Haglan 2021) was prepared for the proposed project and is available for review at the City of Rancho Cordova (City) Department of Public Works office.

4.1.1 Setting

The analysis below follows the guidance and the definitions outlined in the publication Guidelines for the Visual Impact Assessment of Highway Projects published by the U.S. Department of Transportation (USDOT) Federal Highway Administration (FHWA) in January 2015.

Visual character is a description (not evaluation) of a site, and includes attributes such as form, line, color, and texture. Visual quality is the intrinsic appeal of a landscape or scene due to the combination of natural and built features in the landscape, and this analysis rates visual quality as high, moderate, or low. Visual sensitivity is the level of interest or concern that the public has for maintaining the visual quality of a particular aesthetic resource and is a measure of how noticeable proposed changes might be in a particular scene and is based on the overall clarity, distance, and relative dominance of the proposed changes in the view, as well as the duration that a particular view could be seen.

The proposed project would construct a new bicycle and pedestrian overcrossing over U.S. Route 50 (US 50), along with approximately 3,200 feet of Class 1 bicycle and pedestrian improvements in the City (Figure 4.1-1). The proposed project would connect Folsom Boulevard with White Rock Road, providing safe bicycle and pedestrian access along Zinfandel Drive at the proposed project site. The proposed project is located within the central portion of the City in a fully developed urban environment. The proposed project corridor spans multiple major local and regional roadways, including White Rock Road, Gold Center drive, US 50 on- and off-ramps, US 50, Olson Drive, and Folsom Boulevard. The surrounding General Plan land uses consist of Commercial Mixed Use (CMU), Office Mixed Use (OMU), and Medium Density Residential (MDR) land uses (Dewberry | Drake Haglan, 2021d).

The existing landscape of the proposed project corridor is dominated by major roadways. The major roadways, used by both the residents of the City and regional commuters, located within and adjacent to the proposed project area include US 50, Zinfandel Drive, and Folsom Boulevard. The areas surrounding the proposed project include a residential neighborhood, commercial centers, and hotels. The urban, arterial corridor developments around the proposed project site do not contain particularly vivid views and are lacking in distinct features or landforms. The proposed project is needed to improve connectivity and provide safe bicycle and pedestrian access along Zinfandel Drive at the proposed project site.

The proposed project's impact on visual character and quality is expected to be minimal and the sensitivity of viewers to proposed resources changes is also anticipated to be minimal. The proposed overcrossing would incorporate design elements that would enhance the visual appearance of the existing area. The tied arch design would create a unique and identifiable feature in the proposed project area that would contribute to the overall character of the district and City, as well as address the City's goal of walkability and interconnectivity. The proposed undercrossings would be built underneath Gold Center Drive and the west bound on- and off-ramps. Therefore, it would not affect viewers on the existing roadways or from neighboring properties because it would be a buried feature below their line of sight. The undercrossings would include aesthetic treatments to enhance the trail user's views.



Source: ESRI Online Basemap, World Imagery Map, Sacramento County Coordinate System NAD 83 State Plane California II FIPS 0402 Feet

Notes: This map was created for informational and display purposes only

Zinfandel Drive Bicycle and Pedestrian Overcrossing Project
City of Rancho Cordova, CA

Proposed Project Rendering

Figure 4.1-1

4.1.2 Discussion

a) **No Impact.** According to the City's General Plan, the proposed project site is not located within an officially designated Scenic Vista (City of Rancho Cordova, 2006b). The proposed project would be visually consistent with the existing structure and surrounding conditions. The proposed project would be consistent with the visual character of the proposed project site upon completion of construction. The proposed project elements would be designed to enhance the visual character and quality of the proposed project area. There would be no impact on scenic vistas. No mitigation measures are required for this resource.

b) **No Impact.** No visually unique features or outcroppings, including rocks, or historic buildings, are located within or in the vicinity of the proposed project site. No officially designated State Scenic Highways or National Scenic Byways are located within the proposed project vicinity (Caltrans, 2021; Scenic America, 2021). The nearest officially designated State Scenic Highway is Route 160, River Road, located approximately 15 miles southwest of the proposed project site. This scenic highway is not within viewing distance of the proposed project, nor is the proposed project visible from the scenic highway. The proposed project would not have an effect on any officially designated state scenic routes, highways, or their viewsheds. There would be no impact to the visually unique features or outcroppings, including rocks, or historic buildings that are located within the vicinity of the proposed project, therefore no mitigation is required.

c) **Less Than Significant Impact.** The proposed project site is located in a fully developed urban environment that spans multiple major local and regional roadways. Receptors sensitive to visual change include roadway users, residences, and visitors to the nearby hotels. The proposed project would be consistent with the City General Plan's vision for the Downtown Planning Area, Goals UD.2 and UD.3, as it would add to the aesthetic value of the area while encouraging alternative modes of transportation in the community. The proposed project would also be compatible with the Folsom Boulevard Specific Plan's vision of creating a unique regional destination punctuated by vibrant and walkable commercial hubs by adding a visually aesthetic bicycle and pedestrian overcrossing that connects to Folsom Boulevard.

The proposed overcrossing, Class 1 trail additions, and undercrossings would be consistent with the visual character and visual quality of the developed roads around the proposed project site. The undercrossings would be relatively unseen by anyone except those using the proposed trail additions. Upon completion of the proposed project construction, the introduction of the proposed overcrossing, trail additions, and undercrossings are anticipated to moderately increase scale and diversity characteristics

of the transportation elements in the proposed project area, and moderately increase the continuity of visual characteristics at the proposed project site.

Tree and vegetation removal would be required within the proposed project area and landscaping would be implemented after construction to restore and improve the visual character of the proposed project site. Construction activities, including the presence of construction equipment, may temporarily affect the visual environment surrounding the proposed project site. However, these impacts would be temporary and less than significant. Characteristics of the visual environment surrounding the proposed project site upon completion of construction would be consistent with existing conditions.

Upon construction completion, the proposed project would be visually consistent with the existing structure and surrounding conditions. The proposed project would be consistent with the visual character of the proposed project site and would be similar to existing conditions. Therefore, the proposed project would have a less than significant impact on visual character and quality of public views of the proposed project site and surrounding area. No mitigation is required.

d) **Less than Significant.** Currently, lighting from adjacent facilities and from roadway traffic are the only sources of light and glare in the vicinity of the proposed project. Specific lighting would be installed on the overcrossing that prevents or minimizes potential effects of glare on motorists. Lighting would be installed along the Class 1 bike and pedestrian trail and would be consistent with local ordinances for sources of light and glare. Lighting would also be installed within the undercrossings for safety; however, this lighting would not be visible from the surrounding areas as it would be below the surrounding grade. Cyclists and pedestrians travelling at night, as they approach the undercrossing, would see a glow coming from the undercrossing; however, this would not produce a glare that would impede a cyclist's nighttime views, beyond being able to see into the undercrossing. Use of the proposed trail and overcrossing could increase light at the proposed project site but would be less than significant. Construction activities would occur primarily during daylight hours, thus, would not increase light or glare. The proposed project would have less than significant impacts to light and glare. No mitigation measures are required.

4.1.3 Mitigation Measures

No mitigation measures regarding aesthetic resources are required.

4.1.4 References

California Department of Transportation (Caltrans). 2021. California State Scenic Highways. Online: https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways. Accessed: October 24, 2022.

City of Rancho Cordova. 2006a. General Plan Final Environmental Impact Report Volume.1. Online: https://www.cityofranchocordova.org/home/showpublisheddocument/11095/635901751960370000. Accessed. October 24, 2022.

City of Rancho Cordova. 2006b. Rancho Cordova General Plan. Online: https://www.cityofranchocordova.org/home/showpublisheddocument/14279/636820350426270000. Accessed: October 24, 2022.

Dewberry | Drake Haglan. 2021. Visual Impact Assessment. Accessed: October 21, 2022.

Scenic America. 2021. California: The National Scenic Byways Program. Online: https://www.scenic.org/wp-content/uploads/2021/05/CA-Official-One-Pager.pdf. Accessed: October 24, 2022.

4.2 Agriculture and Forestry Resources

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Agricultural and Forest Resources – In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.				
Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

4.2.1 Environmental Setting

Agriculture in Rancho Cordova is categorized as either general or rural agriculture. Land used for general agriculture generates commercial-level production, and land used for rural agriculture permits agricultural activities while providing a transitional area between rural agricultural and residential uses. The majority of land used for agriculture within the city limits exists adjacent to or near the northwestern and southern city limit boundaries. The City of Rancho Cordova General Plan Environmental Impact Report explains that the majority of agricultural land within the Planning Area, historically used for grazing, growing row and field crops, orchards, and small vineyards, is now considered fallow, meaning it is vacant or underutilized. No major intensive agricultural activities exist within the proposed project Area. The proposed project is located in

the Downtown Planning Area, designated by the City of Rancho Cordova, which does not contain any development constraints associated with environmental conditions (City of Rancho Cordova, 2006b). The Downtown Planning Area is already urbanized and is not located in close proximity to any designated agriculture land uses. Surrounding zoning classifications of the proposed project site are CMU (Commercial Mixed Use), OPMU (Office Professional Mixed Use), RD-10 (Residential 10) (City of Rancho Cordova, 2021d). There is no designated farmland, forestland, or timberland in the proposed project vicinity, nor would it be necessary to convert any designated farmland or timberland for the construction and operation of this project.

4.2.2 Discussion.

a) **No Impact.** According to the California Department of Conservation (CDOC) Important Farmland Map, the proposed project site is designated as Urban and Built-Up Land (CDOC, 2017). There are no lands designated as prime farmland, unique farmland, or farmland of statewide importance located with the proposed project vicinity. No conversion of Prime Farmland, Unique Farmland, or Farmland of State Importance would result from the proposed project. There would be no impact. No mitigation measures are required.

b) **No Impact.** There are no parcels zoned for agricultural use in the immediate or surrounding area of the proposed project. The City designated zoning classifications in the proposed project vicinity include CMU (Commercial Mixed Use), OPMU (Office Professional Mixed Use), RD-10 (Residential 10) (City of Rancho Cordova, 2021d). The proposed project would conform to the existing urban, developed character of the surrounding region. The Sacramento County Williamson Act Map (County of Sacramento, 2012) does not identify any land in the immediate or surrounding region of the proposed project as enrolled in Williamson Act contracts. Therefore, the proposed project would have no impact on agricultural zone classifications or lands under a Williamson Act contract. No mitigation measures are required.

c) **No Impact.** There are no land uses within, or adjacent to, the proposed project site that are zoned as forestland, timberland, or timberland zoned Timberland Production as defined by the Public Resources Code or the Government Code. Therefore, the proposed project would not result in a conflict with existing zoning regarding forest land or timberland. No impact would occur, and no mitigation measures are required.

d) **No Impact.** There is no designated forestland within the proposed project site or in the surrounding area. As a result, the proposed project would not cause any loss of forestland or the conversion of forestland to non-forest use. No impact would occur, and no mitigation measures are required.

e) **No Impact.** The proposed project would construct a new pedestrian overcrossing structure over US 50 and would establish a Class I bicycle and pedestrian trail from White Rock Road to Folsom Boulevard. The proposed project does not involve any changes or alterations to the existing environment that could result in the conversion of farmland to nonagricultural use or forestland to non-forest use, as no farmland or forestland exists in the immediate or surrounding area of the proposed project. There would be no impact. No mitigation measures are required.

4.2.3 Mitigation Measures

No mitigation measures regarding agriculture and forestry resources are required.

4.2.4 References

California Department of Conservation (CDOC). 2017. California Important Farmland Finder. https://maps.conservation.ca.gov/DLRP/CIFF/. Accessed: October 24, 2022.

City of Rancho Cordova. (2021d). Zoning Viewer. Online: https://ranchocordova.maps.arcgis.com/apps/webappviewer/index.html?id=f08b409f526741b0a5571e1fa90a6842. Accessed: October 27, 2022.

City of Rancho Cordova. 2006a. General Plan Draft Environmental Impact Report Vol. I. Online: https://www.cityofranchocordova.org/home/showpublisheddocument?id=11097. Accessed: October 27, 2022.

City of Rancho Cordova. 2006b. General Plan. Online: https://www.cityofranchocordova.org/home/showpublisheddocument/14279/636820350426270000. Accessed: October 27, 2022.

City of Rancho Cordova. 2006c. General Plan Land Use Policy Map. Online: https://www.cityofranchocordova.org/home/showpublisheddocument?id=715. Accessed: October 27, 2022.

County of Sacramento. 2012. Williamson Act Map. Online: https://planning.saccounty.net/Documents/Maps/Williamson_Act_0312_new%20color_note.pdf. Accessed: October 27, 2022.

4.3 Air Quality

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Air Quality – Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project?				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

4.3.1 Setting

The City of Rancho Cordova is located within Sacramento County, which is located at the southern end of the Sacramento Valley Air Basin (SVAB). The SVAB is a broad, flat valley bounded by the coastal ranges to the west and the Sierra Nevada range to the east. The proposed project site is located within the Sacramento Metropolitan County Air Quality Management District (SMAQMD) (CARB, 2019). Air quality districts are public health agencies whose mission is to improve the health and quality of life for all residents through effective air quality management strategies. The SMAQMD is responsible for cleaning the air to meet state and federal health standards, so we all breathe easier. The area's two biggest air pollutants are ground-level ozone and particulate matter (SMAQMD, 2017). Sacramento County is also a member of the Sacramento Area Council of Governments (SACOG), a regional planning association that also includes the counties of El Dorado, Placer, Sutter, Yolo and Yuba and is located within the Sacramento Valley Air Basin. SACOG is responsible for regional transportation planning within its jurisdiction and preparing air quality conformity analyses, documents that are used to bring regional emissions into compliance with federal and state air quality standards pursuant to the Clean Air Act (SACOG, 2020).

The SMAQMD has established significance thresholds to assist in determining whether a project may have a significant air quality impact. Projects whose emissions are anticipated to meet or exceed the recommended significance criteria would have a potentially significant adverse impact on air quality. Determination of significance is not limited to the SMAQMD significance thresholds. Other factors to be considered include proximity of the proposed project to

population areas, proximity to other pollutant sources, and potential land use conflicts (SMAQMD, 2020b). Construction of a project that does not exceed the screening level and meets all the screening parameters will be considered to have a less-than-significant impact on air quality. However, all construction projects regardless of the screening level are required to implement the Sac Metro Air District's Basic Construction Emission Control Practices, also known as Best Management Practices (BMPs) (SMAQMD, 2020b).

The federal Clean Air Act (CAA) requires the U.S. Environmental Protection Agency (USEPA) to set National Ambient Air Quality Standards (NAAQS) for major pollutants that could be detrimental to the environment and human health. The California Ambient Air Quality Standards (CAAQS) are the California state equivalent of the NAAQS. An air basin is in "attainment" (compliance) when the levels of the pollutant in that air basin are below NAAQS and CAAQS thresholds. Table 4.3-1 provides information on the NAAQS and Table 4.3-2 provides information on the CAAQS.

Table 0-1. NAAQS

Pollutant		Standard type	Averaging time	Concentration threshold	Form
Carbon monoxide (CO)		Primary	8 hours	9 ppm	Not to be exceeded more than once per year
			1 hour	35 ppm	
Lead (Pb)		Primary and secondary	Rolling 3-month average	0.15 µg/m^3	Not to be exceeded
Nitrogen dioxide (NO_2)		Primary	1 hour	100 ppb	98th percentile of 1-hour daily maximum concentrations, averaged over 3 years
		Primary and secondary	1 year	53 ppb	Annual mean
Ozone (O_2)		Primary and secondary	8 hours	0.070 ppm	Annual fourth-highest daily maximum 8-hour concentration, averaged over 3 years
Particulate matter (PM)	$PM_{2.5}$	Primary	1 year	12.0 µg/m^3	Annual mean, averaged over 3 years
		Secondary	1 year	15.0 µg/m^3	Annual mean, averaged over 3 years
		Primary and secondary	24 hours	35 µg/m^3	98th percentile, averaged over 3 years
	PM_{10}	Primary and secondary	24 hours	150 µg/m^3	Not to be exceeded more than once per year on average over 3 years
Sulfur dioxide (SO_2)		Primary	1 hour	75 ppb	99th percentile of 1 hour daily maximum concentrations, averaged over 3 years
		Secondary	3 hours	0.5 ppm	Not to be exceeded more than once per year

Source: U.S. EPA, 2017

Table 0-2. CAAQS

Pollutant	Averaging time	Concentration threshold
Carbon monoxide (CO)	8 hours	0.09 ppm
	1 hour	0.070 ppm
Lead (Pb)	1.5	0.15 µg/m^3
Nitrogen dioxide (NO_2)	1 hour	0.18 ppm
	Annual arithmetic mean	0.030 ppm
Ozone (O_2)	8 hours	0.09 ppm
	1 hour	0.070 ppm

Particulate matter (PM)	$PM_{2.5}$	Annual arithmetic mean	12.0 µg/m^3
	PM_{10}	24 hours	50 µg/m^3
		Annual arithmetic mean	20 µg/m^3
Sulfur dioxide (SO_2)		1 hour	0.25 ppm
		24 hours	0.04 ppm
Visibility reducing particles		9 hours	Extinction of 0.23 per kilometer
Sulfates		24 hours	25 µg/m3
Hydrogen sulfide		1 hour	0.03 ppm
Vinyl chloride		24 hours	0.01 ppm

Source: ARB, 2016

The proposed project site is in a county that is currently in federal non-attainment for 8-hour ozone and $PM_{2.5}$. The proposed project site is also located in an area that is currently in state non-attainment for ozone and PM_{10}. Sacramento County was designated attainment or unclassified for all remaining pollutants (CARB, 2021).

SMAQMD has established thresholds of significance for project-level, construction related emissions for select pollutants. Thresholds applicable to the proposed project are listed below in Table 4.3-3, under the discussion subsection b.

4.3.2 Discussion

a) **Less than Significant.** The proposed project would construct a bicycle and pedestrian overcrossing over US 50, along with approximately 3,200 feet of Class 1 bicycle and pedestrian improvements connecting Folsom Boulevard with White Rock Road. Upon construction completion, the proposed project would improve connectivity and provide safe bicycle and pedestrian access at the proposed project site, consistent with the City General Plan, the City's Bicycle Master Plan, and the City's Pedestrian Master Plan. Operations of the proposed project would not increase automobile capacity or create other permanent new sources of emissions. In addition, the proposed project would encourage the use of alternative modes of transportation for residents, visitors, and employees of the major employment centers within the City. Therefore, the proposed project would not conflict with or obstruct implementation of an applicable air quality plan.

   The primary source of air pollution would occur during proposed project construction because of construction activities (i.e., grading) and construction vehicle emissions. The proposed project would adhere to the SMAQMD's Guide to Air Quality Assessment and would implement applicable SMAQMD recommended BMPs. This would minimize project construction-related emissions. Therefore, the proposed project construction would not conflict with or obstruct implementation of a City, County or SMAQMD air quality management plan. This impact is considered less than significant, no mitigation is required.

b) **Less than Significant.** Sacramento County is currently in federal non-attainment for 8-hour ozone and $PM_{2.5}$. The County is also located in an area that is currently in state non-attainment for ozone and PM_{10} (CARB, 2021). Temporary impacts resulting from the proposed project on air quality would be construction related. The proposed project would contribute temporary incremental increases in emissions; however, the construction emissions would not exceed the SMAQMD thresholds.

Construction emissions were modelled using the California Emissions Estimator Model Version 2022.1.1.25 (CalEEMod). For the purpose of this analysis, it was assumed that construction would last 18 months, the total proposed project area would be 26 acres, and the maximum area disturbed/day would be 2 acres. It was also assumed that all on road equipment used for the proposed project would be year 2010 or newer models and all construction equipment would meet California Air Resources Board (CARB) Tier 4 requirements for some or all off-road equipment. See Appendix A for the full CalEEMod. Estimated criteria air pollutant emissions generated by the proposed project's construction and applicable SMAQMD emissions thresholds are summarized in Table 4.3-3, below.

Table 0-3. Air Quality Emission Prediction and Thresholds

Pollutant	SMAQMD Thresholds (Pounds/day)	Maximum Project Emissions (Pounds/day)
ROG	--	7.16
NOx	85	70.2
CO	--	63.1
Sox	--	0.11
PM_{10}	0. If all feasible BMPs are applied, then 80 pounds/day and 14.6 tons/year.	31.9
$PM_{2.5}$	0. If all feasible BMPs are applied, then 82 pounds/day and 15 tons/year.	16.6
Source: CalEEMod Version 2022.1.1.25, July 2024.		

The proposed project would not exceed the SMAQMD thresholds for emissions during construction. Air quality impacts related to construction would be temporary and would cease upon construction completion. Therefore, construction related impacts are considered less than significant. While mitigation measures are not required, the SMAQMD BMPs would be implemented to minimize construction emissions.

The following SMAQMDs BMPs are considered feasible for controlling fugitive dust from a construction site. The BMPs also allow the use of the non-zero particulate matter significance thresholds (SMAQMD, 2020b).

- Control of fugitive dust is required by SMAQMD Rule 403 and enforced by SMAQMD staff.

- Water all exposed surfaces two times daily. Exposed surfaces include, but are not limited to soil piles, graded areas, unpaved parking areas, staging areas, and access roads.
- Cover or maintain at least two feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways should be covered.
- Use wet power vacuum street sweepers to remove any visible trackout mud or dirt onto adjacent public roads at least once a day. Use of dry power sweeper is prohibited.
- Limit vehicle speeds on unpaved roads to 15 miles per hour (mph).
- All roadways, driveways, sidewalks, parking lots to be paved should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.
- Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes [California Code of Regulations, Title 13, sections 2449(d)(3) and 2485]. Provide clear signage that posts this requirement for workers at the entrances to the site.
- Provide current certificate (s) of compliance for CARB's In-Use Off-Road Diesel-Fueled Fleets Regulation [California Code of Regulations, Title 13, sections 2449 and 2449.1].
- Maintain all construction equipment in proper working condition according to manufacturer's specifications. The equipment must be checked by a certified mechanic and determine to be running in proper condition before it is operated.
- <u>As applicable, SMAQMD Rules shall be applied during project construction activities to reduce air quality emissions generated by the proposed project.</u>

c) **Less than Significant.** Construction activities for the proposed project are expected to last between 12 to 18 months. The area surrounding the proposed project is a fully developed urban setting. There are approximately twenty-two medium density residences west of Zinfandel Drive, within 200 feet of the proposed project extent.

Sensitive receptors in the proposed project vicinity include approximately twenty-two medium density residences west of Zinfandel Drive, within 200 feet of the proposed project extent. Sensitive receptors in the vicinity of the proposed project would be exposed to temporary construction emissions, which would cease upon project completion. As discussed above, under subsection b, the proposed project results in construction air pollutant emissions less than the established thresholds (refer to Table 4.3-3). The sensitive receptors in the vicinity of the proposed project site would experience a brief exposure period, approximately 12-18 months. This exposure period is limited and is less than the two-year exposure period typically assumed for health risk

analysis for small construction projects and the three-year exposure period assumed for PM_{10} and CO hotspot analysis (Caltrans, 2020). With implementation of the BMPs, construction of the proposed project would not expose sensitive receptors to substantial pollutant concentrations.

Sensitive receptors would not experience a permanent increase in air pollutant emissions as a result of the proposed project because the proposed project would improve connectivity of bicycle and pedestrian facilities in the City. The proposed project would not result in capacity increases for vehicles, increase Average Daily Travel (ADT) or Vehicle Miles Traveled (VMT), or induce changes in the surrounding land uses. Therefore, operations of the proposed project would not result in new sources of emissions of criteria pollutants over time. The proposed project would not exceed air quality emissions thresholds and impacts to sensitive receptors would be less than significant. No mitigation measures are required.

d) **Less than Significant.** Construction activities at the proposed project site could include other emissions, including objectionable odors, from tailpipe diesel emission and from new asphalt. Other emissions, including odors, would be temporary and limited to the area adjacent to the construction operations. Thus, odors and other emissions would not affect a substantial number of people for an extended period of time. This impact would be less than significant, and no mitigation measures are required.

The proposed project would not create any additional long-term air quality or odors beyond those generated temporarily during construction. Impacts regarding operations of the proposed project would be less than significant.

4.3.3 Mitigation Measures

No mitigation measures are required relating to air quality.

4.3.4 References

California Air Resources Board (CARB). 2019. California Map for Local Air District Websites. Online: https://www.arb.ca.gov/capcoa/dismap.htm. Accessed: October 25, 2022.

California Air Resources Board (CARB). 2021. Maps of State and Federal Area Designations. Online: https://ww2.arb.ca.gov/resources/documents/maps-state-and-federal-area-designations. Accessed: October 25, 2022.

California Department of Transportation (Caltrans). 2022. SER Vol 1 Chapter 11 Air Quality. Online: https://dot.ca.gov/programs/environmental-analysis/standard-environmental-

reference-ser/volume-1-guidance-for-compliance/ch-11-air-quality. Accessed October 25, 2022.

City of Rancho Cordova. 2006a. General Plan Draft Environmental Impact Report Vol. I. Online: https://www.cityofranchocordova.org/home/showpublisheddocument?id=11097. Accessed: October 27, 2022.

City of Rancho Cordova. 2006b. General Plan. Online: https://www.cityofranchocordova.org/home/showpublisheddocument/14279/636820350426270000. Accessed: October 27, 2022.

City of Ranch Cordova. 2016. Bicycle Master Plan. Online: https://www.cityofranchocordova.org/home/showdocument?id=11416. Accessed: October 25, 2022.

City of Ranch Cordova. 2011. Pedestrian Master Plan. Online: https://www.cityofranchocordova.org/home/showdocument?id=9256. Accessed: October 25, 2022.

Sacramento Area Council of Governments, 2020. Air quality objectives, Available at: https://www.sacog.org/air-quality. Accessed: May 3, 2022.

Sacramento Metropolitan Air Quality Management District (SMAQMD). 2017. Air Quality and Health. Online: https://www.airquality.org/air-quality-health. Accessed: October 25, 2022.

Sacramento Metropolitan Air Quality Management District (SMAQMD). 2018. Road Construction Emissions Model, Version 9.0.0. Accessed: June 28, 2022.

Sacramento Metropolitan Air Quality Management District (SMAQMD). 2020b. Guide to Air Quality Assessment in Sacramento County. Online: http://www.airquality.org/Residents/CEQA-Land-Use-Planning/CEQA-Guidance-Tools. Accessed: October 25, 2022.

4.4 Biological Resources

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

4.4.1 Setting

A Technical Memorandum for Biological Resources was prepared for the proposed project and is available for review at the City Public Works Department (Dewberry | Drake Haglan 2021). An evaluation of biological resources was conducted to determine whether any special-status plant or wildlife species, or their habitat, or sensitive habitats, occur in the proposed project's biological study area. Data for the area was obtained from state and federal agencies. Maps and aerial photographs of the proposed project site and surrounding areas were reviewed. Field surveys were conducted to determine the habitats present.

Regional Species and Habitats of Concern

The proposed project is located within an urbanized area dominated by commercial, business and professional, and residential land uses. The high level of disturbance associated with the land uses and the nature of the urban/landscape vegetation makes the proposed project site of overall low value to wildlife. Existing terrestrial habitat types within the biological study area (BSA) include urban (developed).

Within the BSA, urban areas are landscaped with ornamental species, paved, or otherwise developed and generally lack natural vegetation. Urban areas within the BSA include Gold Center Drive, US 50 on- and off-ramps, US 50, Folsom Boulevard, White Rock Road, Olson Drive, and the residential and commercial developments adjacent to the roadways.

Wildlife species that use urban habitat vary depending on the density of development, the surrounding land use, and the types and availability of vegetation and other habitat features available for foraging, nesting, and cover. In general, however, wildlife habitat in urban areas consists of landscaped areas with a mix of both native and exotic ornamental plant species. Species using these areas are conditioned to a greater level of human activity than those in natural and less developed areas. Generally, the more developed an urban area is (i.e., downtown), the less diverse the species will be. Wildlife species typically found in urban habitat include American crow (*Corvus brachyrhynchos*), rock dove (*Columba livia*), Brewer's blackbird (*Euphagus cyanochephalus*), American robin (*Turdus americana*), house finch (*Haemorhous mexicanus*), house sparrow (*Passer domesticus*), northern mockingbird (*Mimus polyglottos*), mourning dove (*Zenaida macroura*), raccoon (*Procyon lotor*), Viriginia opossum (*Didelphis virginiana*), and striped skunk (*Mephitis mephitis*).

4.4.2 Discussion

a) **Less than Significant with Mitigation.** There are no special-status wildlife species, or associated habitat, located within the biological study area; however, habitat for nesting migratory bird species, which are protected under the Migratory Bird Treaty Act (MBTA), was found to be present within the vicinity of the biological study area. The proposed project would potentially result in the trimming of multiple trees and the removal of approximately thirty-seven trees to complete the construction of the new bicycle and pedestrian facilities along the proposed alignment. The trees that would be removed located within the loop on-ramp to westbound US 50, north of the westbound US 50 off-ramp, along the eastbound on-ramp to US 50, and north of the eastbound on-ramp between US 50 and the existing bridge. The removal of trees and the close proximity of construction activities to large, mature trees could affect nesting birds, if present. These activities could cause disruption to nesting activity, particularly if construction occurred during the nesting season (February 1-August 31). Potential impacts on nesting birds could result in mortality of young through forced fledging or nest abandonment by adult

birds, as well as destruction of nests. Implementation of **Mitigation Measure BIO-1** would reduce impacts to MBTA species to less than significant.

b) **No Impact.** The proposed project BSA does not include any riparian habitat or sensitive natural communities. Habitat within the proposed project BSA is strictly urban (developed). The proposed project would have no impact on riparian habitat or sensitive natural communities.

c) No Impact. The proposed project BSA does not include any state or federally protected wetlands. Habitat within the proposed project BSA is strictly urban (developed). The proposed project would have no impact on wetlands.

d) **No Impact.** The proposed project BSA does not support a wildlife corridor or migration habitat. The proposed project BSA is located in an urban environment that includes several major roads and US 50, a major highway. The proposed project would have no impacts to the movement of native resident or migratory fish or wildlife species.

e) **Less than Significant with Mitigation.** The proposed project would include the removal of approximately thirty-seven trees and would have the potential to conflict with the City of Rancho Cordova Preservation and Protection of Private Trees Code. The proposed project may remove up to 15 trees within the loop on-ramp to westbound US 50, 1 tree from north of the westbound US 50 off-ramp, approximately 10 trees along the eastbound US 50 on-ramp, and approximately 3 trees north of the eastbound on-ramp between US 50 and the existing bridge. It may be necessary to remove up to 18 trees located on the parcel (APN 720-610-092) south of the eastbound on-ramp. If any of the trees meet the requirements of a "protected tree" described in City Code Chapter 19.12, an approved Tree Removal Permit would need to be acquired from the City prior to the implementation of any tree removal or trimming activities. In accordance with City Code Chapter 19.12, trees would be replaced at a ratio of one-inch DSH of tree replaced for each inch DSH of tree removal (1:1 ratio) pursuant to subsection (D) of City Code Chapter 19.12. With the implementation of **Mitigation Measure BIO-2,** potential impacts to local policies would be less than significant.

f) **No Impact.** The proposed project is not located in an area with a Habitat Conservation Plan or Natural Community Conservation Plan, therefore, there is no impact.

4.4.3 Mitigation Measures

Mitigation Measure BIO-1: The following avoidance and minimization efforts shall be implemented in order to reduce potential project effects to nesting migratory birds and raptors:

- To avoid and minimize impacts to tree and shrub nesting species, the following measures shall be implemented:

- Conduct all tree and shrub removal and grading activities during the non-breeding season (generally September 1 through January 31).
- If grading and tree removal activities are scheduled to occur during the breeding and nesting season (February 1 through August 31), pre-construction surveys shall be performed prior to the start of proposed project activities.

- If construction, grading, or other proposed project-related activities are scheduled during the nesting season (February 1 through August 31), pre-construction surveys for other migratory bird species shall take place no less than 14 days and no more than 30 days prior to the beginning of construction within 250 feet of suitable nesting habitat.
  - If the pre-construction surveys do not identify any nesting migratory bird species within areas potentially affectedly construction activities, no further mitigation is required.
  - If the pre-construction surveys do identify nesting bird species within areas that are within 250 feet of construction activities, the following measures shall be implemented:
    - Project-related construction impacts shall be avoided by establishment of appropriate no-work buffers to limit project-related construction activities near the nest site. The size of the no-work buffer zone shall be determined by species. The no-work buffer zone shall be delineated by highly visible temporary construction fencing. Monitoring of nest activity by a qualified biologist shall be required if the project-related construction activity has potential to adversely affect the nest or nesting behavior of the bird. No project-related construction activity shall commence within the no-work buffer area until a qualified biologist confirms that the nest is no longer active.

Mitigation Measure BIO-2: If protected trees will be removed as described in City Code Chapter 19.12 as part of the proposed project, the following mitigation measures will be implemented:

- Prior to the removal of any protected trees as defined in City Code Chapter 19.12, the proposed project proponent shall acquire a Tree Removal Permit from the City.
- Prior to the removal of any protected trees, an ISA Certified Arborist shall conduct a tree survey in areas that may be impacted by construction activities.

- This survey shall document tree resources that may be adversely impacted by implementation of the proposed project. The survey will follow standard professional practices.
- Existing trees shall be retained to extent feasible. A Tree Protection Zone (TPZ) shall be established on the bare ground around any tree or group of trees to be retained. The TPZ will be delineated by an ISA Certified Arborist. The TPZ shall be defined by the radius of the dripline of the tree(s) plus one foot. The TPZ of any protected trees shall be demarcated using fencing that will remain in place for the duration of construction activities.
- Construction-related activities shall be limited within the TPZ to those activities that can be done by hand. No heavy equipment or machinery shall be operated within the TPZ; if this is not possible, a six-inch layer of bark mulch shall be placed where the equipment shall be under the dripline in order to protect the root system from too much compaction. Grading shall be prohibited within the TPZ. No construction materials, equipment, or heavy machinery shall be stored within the TPZ.
- If the proposed project encroaches upon the existing dripline of a protected tree, a tree protection plan shall be submitted with the project application. The tree protection plan shall be included on all demolition, grading, construction, and landscaping plans and project specifications. All protected trees and protective fencing or other protection features shall be shown on all project demolition, grading, construction, and landscape plans (Dewberry | Drake Haglan, 2021)
- The City shall submit a tree replacement plan pursuant to the standards set forth in Rancho Cordova Municipal Code 19.12.120. A tree replacement plan that includes on-site or off-site replacement shall specify where the trees shall be planted and how the trees shall be monitored and maintained for a time period as determined by the public works director. The City will mitigate tree removal by replacing the removed trees at a 1:1 ratio.

4.4.4 References

Dewberry | Drake Haglan. 2021. Biotechnical Memorandum for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project.

City of Rancho Cordova. 2022. Municipal Code. Ch. 19.12 Preservation and Protection of Private Trees [Ord. 12-2017 § 2]. https://www.codepublishing.com/CA/RanchoCordova/html/RanchoCordova19/RanchoCordova1912.html. Accessed October 24, 2022.

4.5 Cultural Resources

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Cultural Resources - Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☒	☐	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☒	☐	☐
c) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☒	☐	☐

4.5.1 Setting

A cultural resource is a broad term that includes prehistoric, historic, and traditional cultural properties that reflect the physical evidence of past human activity across the landscape. Cultural resources, along with prehistoric and historic human remains and associated grave goods, must be considered under various federal, state, and local regulations, including CEQA and the National Historic Preservation Act of 1966 (NHPA). Cultural resources that are listed on, or eligible for inclusion in, the National Register of Historic Places (NRHP) are also considered eligible for listing in the California Register of Historical Resources (CRHR).

Cultural and historical survey reports for the proposed project were prepared in compliance with Caltrans and FHWA, NEPA, and the NHPA guidelines and include a Historic Properties Survey Report (HPSR), an Archeological Survey Report (ASR) and Environmentally Sensitive Area Action Plan (ESA AP). The history and research from these documents are summarized below. Some information from these studies is considered confidential under the California Public Resources Code (PRC) and the Code of Federal Regulations (CFRs) in compliance to the Freedom of Information Act and the California Public Records Act in order to protect the integrity of tribal cultural resources, and, thus would not be available to the public (7 PRC 21082.3 and 36 CFR 800.11).

<u>Environment</u>

The proposed project is located in the eastern Sacramento Valley, within the Great Valley Geomorphic Province of California. The Great Valley Province is a long, narrow, northwest-trending alluvial valley between the Sierra Nevada Range to the east and the Coast Ranges to the west. The Sacramento Valley is located in the northern portion of the Great Valley and is bounded by the Klamath Mountains to the north and the Stockton Arch to the south. This region formed as a forearc basin during the subduction of the Pacific plate underneath the North American plate.

Historically, the proposed project vicinity was used for field crops, row crops, small vineyards, and orchards. With the combination of these ecological communities, it would appear the proposed project vicinity was a very productive environment and utilized by its prehistoric occupants. In addition, the proposed project vicinity, prehistorically, was vast in a variety of large and small mammals, water birds, fish, and edible plant species. Currently, the proposed project vicinity is mostly of urban setting with small to large commercial buildings.

History

Ethnographic Context

The native inhabitants of the proposed project region are the Nisenan (a.k.a. Southern Maidu). This tribe called an expansive area home; Nisenan territory traditionally stretched from the west bank of the Sacramento River to about the 3500-foot elevation in the Sierra Nevada, north to about the Middle Fork Feather River, and south to about the Cosumnes River.

The Nisenan occupied permanent settlements from which specific task groups set out to harvest the seasonal bounty of flora and fauna that the rich valley environment provided. The Valley Nisenan economy involved riverine resources, in contrast to the Hill Nisenan, whose resource base consisted primarily of acorn and game procurement. Village size ranged from three houses to up to 40 or 50. Houses were domed structures covered with earth and tule or grass and measured 10 to 15 feet in diameter. Brush shelters were used in the summer and at temporary camps during seasonal food gathering. Near today's Rancho Cordova, two large Nisesan Villages named Sekummi and Kadema existed.

The Nisenan had no extensive contact with Euroamericans until between 1828 and 1836, when intensive fur trapping by the Hudson's Bay Company occurred in the region. In 1833, an epidemic (possibly malaria) killed from 50 to 75% of the entire Maidu population. The establishment of Sutter's Fort in Nisenan territory in 1839 became the focal point of foreign incursions into their homeland after the 1848 gold discovery. The population reduction resulting from the 1833 epidemic left Nisenan unable to resist the overwhelming flood of miners and settlers. Many of the few survivors became wage laborers in mines and on ranches; their language and culture greatly diminished. Descendants of the Nisenan remain in the area, however, and continue to carry on traditional practices. Many individuals and groups are active in the preservation of their culture and the places we refer to as archaeological sites.

Local History

The proposed project area is located within 35,521-acres granted by the Mexican government to William Leidersdorff in 1844. The land was identified as the Rancho Rio de los Americanos (United States District Court 1852; GLO 1855) and extended from the eastern border of John Sutter's New

Helvetia Rancho along the south bank of the American River, to the eastern end of present-day Folsom. In 1847, Sutter constructed a road to his lumber mill in Coloma, where gold was discovered in 1848. The road followed the general route of today's Folsom Boulevard, which marks the northern boundary of the proposed project area. Along the southern boundary of the proposed project area is White Rock Road, which follows the route of the historic Hangtown Road. This latter road split off from the Coloma Road at Hangtown Crossing, which was eventually known as Mills Station, located approximately one mile west of the proposed project area. Also, along the northern proposed project boundary is the route of the Sacramento to Folsom railroad, the first passenger railroad constructed in California. The proposed project vicinity was part of the large dredge fields mined by the Natomas Consolidated of California between 1908 and 1962.

In 1955, a post office was established at Mills Station and was named Rancho Cordova after the local Cordova Vineyards, established between Folsom Blvd and the river circa 1911. After the end of World War II, the Cold-War era prompted U.S. development in the region, which included the construction of Mather Field. In turn, the area saw the first residential developments to house employees of Mather Field. At this time, the Rancho Cordova Community Council began to seek incorporation; however, it was not until 2003 that the City finally attained this status.

Known Resources

The proposed project is located within the documented boundary of the Folsom Mining District (CA-SAC-308-H). The District boundary extends approximately 22 miles along the American River from Rancho Cordova northeast to approximately one mile north of the confluence of the American River and Weber Creek. The widest extent of the district is approximately six miles from Fair Oaks to near Walltown. The resource consists primarily of dredge tailings resulting from gold mining conducted by Natomas Consolidated of California between 1908 and 1962. The district includes areas that were previously dredged and mined, however, from as early as 1849.

In addition to the Folsom Mining District discussed above, one railroad and five buildings have been recorded within the ½-mile buffer of the proposed project. None of the buildings were determined to be eligible for listing in the CRHR or the NRHP. Portions of the railroad line have been evaluated separately; however, no formal documentation confirms that the entire line from Sacramento to Folsom has been determined eligible for listing in the NRHP or the CRHR

4.5.2 Discussion

a) **Less than Significant with Mitigation.** As mentioned previously, the proposed project is located within the documented boundary of the Folsom Mining District. The District in its entirety has not been evaluated for its eligibility for listing in the NRHP or the CRHR. However, for the sake of the proposed project, it is assumed eligible for both registers. The Folsom Mining District is an extensive amalgamation of remains from dredging and

placer mining. It has been recorded by various archaeologists in various iterations from 1969 to the present. A visual inspection of unpaved areas in September 2020 of the proposed project footprint confirmed there are no extant features that could possibly be affected by the proposed project.

A finding of No Adverse Effect under Section 106 of the NHPA is appropriate because the one known cultural resource, the Folsom Mining District, is quite extensive and no recorded features or archaeological deposits are present within the project footprint. Nevertheless, to protect against the unlikely event of an inadvertent discovery, an ESA AP has been developed to ensure that provisions for protection of the Folsom Mining District will be carried out and are documented. With implementation of **Mitigation Measure CUL-1 to CUL-4**, the proposed project would result in a less-than-significant impact on archaeological resources.

b) **Less than Significant with Mitigation.** No prehistoric or historic archaeological resources were discovered during the background research or observed during the field survey conducted for the proposed project. Additionally, based on the background research, field survey, the topography, soil profile, and the underlying landform, the APE has a low potential to encounter buried archaeological deposits during construction (InContext 2021a).

The likelihood of encountering previously undocumented buried archaeological deposits in the proposed project site is considered low. Nonetheless, there remains a chance that construction activities associated with the proposed project could result in accidentally discovering archaeological resources. With implementation of **Mitigation Measure CUL-3**, the proposed project would result in a less-than-significant impact on archaeological resources.

c) **Less than Significant with Mitigation.** No formal cemeteries or human remains were identified during the field investigation and no burial sites are likely to be encountered during construction activities. However, in the event of an unanticipated discovery of human remains, implementation of **Mitigation Measure CUL-4** would reduce this potential impact to less than significant. Therefore, the proposed project impacts would be less than significant with mitigation incorporated.

4.5.3 Mitigation Measures

Mitigation Measure CUL-1: Prior to construction, the City shall clearly ensure the ESA boundary (the project boundary) is described and illustrated in the PS&E package prepared to guide construction of the undertaking.

Mitigation Measure CUL-2: Prior to construction, the City shall ensure that the ESA AP is part of the City Project Engineer's Pending File.

Mitigation Measure CUL-3: In the event of any discovery of archaeological materials, the construction foreman will immediately halt work in the vicinity of the discovery then contact the City's Project Engineer. City will immediately notify Caltrans of ESA violations or inadvertent discoveries, and Caltrans shall report all ESA violations or inadvertent discoveries to the Caltrans CSO and the SHPO within 48 hours and will consult on the appropriate course of action.

Mitigation Measure CUL-4: If subsurface deposits believed to be cultural or human in origin are discovered during construction, all work must halt within a 100-foot radius of the discovery. Depending on the nature of the find, a qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric or historic archaeology, shall be retained to evaluate the significance of the find, and shall have the authority to modify the no-work radius as appropriate, using professional judgment. The following notifications shall apply, as necessary:

- If the professional archaeologist determines that the find does not represent a cultural resource, work may resume immediately, and no agency notifications are required.
- If the professional archaeologist determines that the find does represent a cultural resource from any time period or cultural affiliation, he or she shall immediately notify the lead agency. If the find is determined to be eligible for inclusion in the National Register or California Register, the lead agency shall consult on a finding of eligibility and implement appropriate treatment measures. Work may not resume within the no-work radius until the lead agency, through consultation as appropriate, determines that the site either: 1) is not eligible for the National Register or California Register; or 2) that the treatment measures have been completed to its satisfaction.
- If the find includes human remains, or remains that are potentially human, he or she shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641). The archaeologist shall notify the Sacramento County Coroner (in accordance with § 7050.5 of the Health and Safety Code). The provisions of § 7050.5 of the California Health and Safety Code, § 5097.98 of the California PRC, and AB 2641 will be implemented.
- If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the Native American Heritage Commission (NAHC), which then will designate a Native American Most Likely Descendant (MLD) for the proposed project (§ 5097.98 of the PRC). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (§ 5097.94 of the PRC). If no agreement is reached, the landowner must rebury the remains where they will not be further disturbed (§ 5097.98 of the PRC).

This will also include either recording the site with the NAHC or the appropriate information center; using an open space or conservation zoning designation or easement; or recording a reinternment document with the county in which the property is located (AB 2641). Work may not resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the treatment measures have been completed to their satisfaction.

4.5.4 References

InContext. 2021a. Archaeological Survey Report: Zinfandel Drive Bicycle and Pedestrian Overcrossing Project. Federal Project No. HIPSTPL-5482(043).

InContext. 2021b. Environmentally Sensitive Area Action Plan: Zinfandel Drive Bicycle and Pedestrian Overcrossing Project. Federal Project No. HIPSTPL-5482(043).

InContext. 2021c. Historic Property Survey Report: Zinfandel Drive Bicycle and Pedestrian Overcrossing Project. Federal Project No. HIPSTPL-5482(043).

4.6 Energy

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Energy –Would the project:				
a) Results in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒

4.6.1 Setting

In 1975, the California State Legislature adopted Assembly Bill (AB) 1575 in response to the oil crisis of the 1970s. Public Resources Code Section 21100(b)(3) and CEQA Guidelines Appendices F and G require a description of the wasteful, inefficient, and unnecessary consumption of energy caused by a project. CEQA Guidelines Appendix F provides guidance for assessing potential impacts within Environmental Impact Reports (EIRs) that a project could have on energy supplies. Appendix G provides guidance related to energy resources within the context of the Initial Study (IS). Both aim to focus on conservation energy by ensuring projects consider the efficiency of energy use.

The production of electricity requires the consumption or conversion of energy stored in natural resources such as water, wind, oil, gas, coal, solar radiation, certain minerals (for nuclear power), and geothermal energy. Production of energy and energy use both result in pollution and depletion of these renewable and nonrenewable resources. The use of energy from transportation facilities in the vicinity of the proposed project is currently caused by vehicles travelling on Zinfandel Drive, U.S. Route 50 (US 50), Olson Drive, Gold Center Drive, Folsom Boulevard, and White Rock Road.

The Sacramento Municipal Utility District (SMUD) is the primary provider of electric service in the City's planning area. Pacific Gas and Electric Company (PG&E) provides natural gas to all customers in the City, in addition to owning and maintaining some of the City's electrical facilities (City of Rancho Cordova, 2006b). According to the California Energy Commission (CEC), the total estimated usage from both residential and nonresidential uses for Sacramento County was approximately 11,063 million kWh in 2020. Of the 11,063 million kWh consumed, approximately 5,161 million kWh was from residential use and approximately 5,902 million kWh was from non-residential use (CEC, 2020). The CEC does not provide approximate energy usage data for only the City.

4.6.2 Discussion

a) **Less than Significant.** The proposed project would improve connectivity of the pedestrian and bicycle network in the City, as identified in the City's General Plan Circulation Element. The proposed project would provide safe bicycle and pedestrian access along Zinfandel Drive at the proposed project site. The proposed project would not result in capacity increases for vehicles, increase Average Daily Travel (ADT) or increase Vehicle Miles Traveled (VMT), or induce changes in the surrounding land uses. The proposed project would provide facilities to encourage the use of alternative modes of transportation between the primarily business areas south of US 50 and the mass transit centers, residences, and commercial areas north of US 50. It intends to reduce ADT and VMT through conversion of these trips to bicycle or pedestrian trips for residents, visitors, and commuters. The proposed project includes the construction of a bicycle and pedestrian overcrossing and would not create new energy demand from operation nor would not require the creation of new energy sources.

   Temporary increases in energy use may occur during construction as traffic control and proposed lane closures may increase travel time for the motor vehicles on nearby roadways, including Gold Center Drive, Olson Drive, and US 50 on- and off-ramps. Energy in the form of gasoline and diesel fuel would be consumed by large construction equipment and worker vehicles during the construction period. During construction, workers would commute to the construction site; however, workers are anticipated to come from nearby communities. Diesel equipment would be used during construction; however, compliance with local, state, and federal regulations (e.g., limit engine idling times, require the recycling of construction debris, etc.) would reduce short-term energy demand during the proposed project's construction to the extent feasible. All standard BMPs to minimize energy waste would be implemented. Construction of the proposed project would not result in wasteful or inefficient use of energy. Therefore, impacts would be less than significant, and no mitigation would be required.

b) **No Impact.** Upon completion, the proposed project would be a bicycle and pedestrian overcrossing along with approximately 3,200 feet of Class 1 bicycle and pedestrian improvements. It would improve connectivity for active transportation between the primarily business areas south of US 50 and the mass transit centers, residences, and commercial areas north of US 50. The proposed project is consistent with local plans, as the City's General Plan Circulation Element states that one of its main focuses is to develop an extensive, complete, smooth, interconnected, and continuous pedestrian and bicycle network that is a safe and attractive option for local or regional trips or recreation. The proposed project would not result in capacity increases for vehicles, increase ADT or increase VMT, but would rather provide safe access for alternative modes of

transportation to travel over US 50. Therefore, operations of the proposed project would not result in new energy demands over time. Thus, the proposed project does not conflict with any local, state, or federal regulations regarding energy use, energy efficiency, or construction regulations. BMPs would be implemented to reduce impacts to energy use to the extent feasible. The proposed project has no impact, and no mitigation is required.

4.6.3 Mitigation Measures

No mitigation measures regarding energy are required.

4.6.4 References

California Energy Commission (CEC). 2020. Electricity Consumption by County. Online: https://ecdms.energy.ca.gov/elecbycounty.aspx. Accessed: May 17, 2021.

City of Rancho Cordova. 2006b. General Plan. Online: https://www.cityofranchocordova.org/home/showpublisheddocument/14279/636820350426270000. Accessed: October 25, 2021

City of Rancho Cordova. 2015. General Plan Circulation Element. Online: https://www.cityofranchocordova.org/home/showpublisheddocument/13135/636289856403370000. Accessed: May 17, 2021.

4.7 Geology and Soils

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Geology and Soils –Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:	☐	☐	☒	☐
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.)	☐	☐	☒	☐
ii) Strong seismic ground shaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv) Landslides?	☐	☐	☒	☐
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐

4.7.1 Setting

The proposed project site is in an urban area and the topography is relative flat. The proposed project site is located within the Great Valley geomorphic province. The geology of the Great Valley is characterized by thick, Jurassic through Holocene aged sedimentary deposits. The California Geological Survey (CGS) and the United States Geological Survey (USGS) have mapped a large portion of the valley as being underlain by Quaternary-aged Riverbank formation. The Riverbank formation represents alluvial fans, or fan-shaped areas of sediment carried by a watercourse. These geological deposits are generally composed of alluvial gravel, sand, and silt derived from the western slopes of the Sierra Nevada Range. The valley province is bounded by

the Klamath and Cascade mountain ranges to the north, the Sierra Nevada Mountains to the east, and the California Coast Mountain Range to the west.

The Valley is generally considered to be an elongated sedimentary trough, approximately 450 miles long and 50 miles wide, which has been filled by a thick sequence of Jurassic to Holocene continental and marine sediments. The Valley province is further divided into four geomorphic subunits: the Delta, River Floodplain, Alluvial Floodplain, and Low Foothills. Surface elevations within the Great Valley generally range from several feet below mean sea level (msl) to more than 1,000 feet above sea level. The major topographical feature in the Sacramento Valley is the Sutter Buttes (a volcanic remnant), which rises approximately 1,980 feet above the surrounding valley floor. The geological formations underlying the majority of the Planning Area consist mostly of Cenozoic Quaternary gravelly alluvial and glacial deposits from the ancestral channel of the American River, which date back to the mid Pleistocene age or approximately 600,000 years. These formations are typically found north of Douglas Road and east of Sunrise Boulevard. The geologic structure east of Grant Line Road consists primarily of Cenozoic Tertiary Mehrten formations of andesitic conglomerate, sandstone, and breccia.

The proposed project site and adjacent areas are located on the eastern side of the Preliminary Geologic Map of Cenozoic Deposits of the Davis, Knights Landing, Lincoln, and Fair Oaks Quadrangles, California (Helley, 1979). The proposed project site is mainly underlain by “Tailings or Artificial Fill”, but on the north end the site is underlain by “Riverbank Formation middle unit”. Dredge Tailings is described as gravel, cobbles, boulder, sand and silt resulting from historic mining operations. Artificial fill is described as including artificial dam fill and tailings associated with dredge mining. The Riverbank Formation middle unit is described as arkosik alluvium, sand with silt, forming alluvial terraces, and dissected alluvial fans along streams.

Geology and Seismicity

Soils

The City’s General Plan states that the potential for seismic activity and related damage is considered to be low based on the soil characteristics and depth to groundwater in the City’s planning Area. The majority of the soils in the City’s planning area are the results of alluvial deposits, or river and lake deposits on various geomorphic surfaces.

The Natural Resource Conservation Service (NRCS) classifies soils in the area of the proposed project as shown below in Table 4.7-1**.** Table 4.7-1 also identifies the approximate acres within the proposed project extent per soil type, as well as characteristics related to topography and permeability.

Table 4.7-1. Soil Types within the Proposed Project Area

Soil Map Unit Name	Acres in Project Area	Percent of Project Area	Slopes	Subsoil Permeability (Inches)	Water Holding Capacity	Erosion Potential	Runoff
Urban land	7.0	26.6%	--	--	--	--	--
Urban land-Natomas complex	4.1	15.7%	0-2%	60+	Very high	Slight	Slow
Xerorthents, dredge tailings-Urban land complex	15.2	57.7	0-2%	60+	Very low to low	Slight	Very Slow
Source: NRCS, 2021; City of Rancho Cordova General Plan EIR							

The majority of the City's planning area consists of soils characterized by slight to moderate erosion potential, and very low to medium runoff rates. The shrink-swell potential of the City's planning area soil ranges from low to high. The soil types in the proposed project extent are not listed as having moderate to high shrink-swell potential.

Seismicity

The Midland fault, located 35 miles west of the City's planning area, and the Bear Mountain fault zones, located 24 miles northeast of the City's planning area, are considered to be the faults of greatest concern in Sacramento County due to their location and size. The Midland fault is considered to be a deep pre-Oligocene subsurface feature extending nearly 50 miles along the west side of the Sacramento Valley. Subsurface data indicates that there has been no appreciable movement on the Midland fault in the last 24 to 36 million years, and no evidence of surface expression has been found. The Bear Mountain fault is the westerly most fault within the Foothills fault zone, which consists of numerous northwesterly trending faults along the western edge of the Sierra Nevada range.

The California Geological Survey (CGS) identifies low, medium, and high severity zones within the state of California. The City's planning area is located within Seismic Zone 3. A Seismic Zone 3 is an area that can expect to experience ground motion of low severity. The proposed project site is located in an area with low earthquake shaking potential. The proposed project site is not located in a Seismic Hazard Zone or an Earthquake Fault Zone.

No known active faults or Alquist-Priolo earthquake hazard zones occur in Sacramento County. There has not been seismic activity of significance magnitude has occurred in Sacramento County resulting in structural damage or human related injuries or deaths since the 1892 earthquake.

Liquefaction

Liquefaction is the process in which water is combined with unconsolidated soils, generally from ground motion and pressure, which causes the soils to behave like quicksand. Liquefaction potential is determined from a variety of factors, including soil type, soil density, depth to the groundwater table, and the duration and intensity of ground shaking. Liquefaction is most likely to occur in deposits of water saturated alluvium or areas of considerable artificial fill. Although the City's planning area is geologically characterized by alluvial Riverbank deposits, fewer than 28 percent of the soil types within the City's planning area are considered unconsolidated soils. In addition, the depth to the groundwater table and aquifer system is generally greater than 50 feet. Therefore, the potential for liquefaction is considered low.

The potential for other secondary hazards occurring during or after seismic events in the City's planning area is considered to be low because it is not in close proximity to faults.

Paleontological Setting

Paleontological resources are the fossilized evidence of organisms preserved in the geologic (rock) record. Fossils are considered nonrenewable resources that are protected by federal, state, and local environmental laws and regulations. Sedimentary rocks, and some volcanic and metamorphic rocks, have potential to yield significant fossiliferous deposits. A search of the University of California Museum of Paleontology (UCMP) collections database did not identify any evidence of significant paleontological resources in the City's planning area. The City's planning area does not appear sensitive for the presence of paleontological resources.

4.7.2 Discussion

a) **(i - iv) Less than Significant.** The proposed project site does not lie within or adjacent to an Alquist-Priolo Earthquake Fault Zone. No known active faults or Alquist-Priolo earthquake hazard zones occur in Sacramento County, and therefore do not occur in Rancho Cordova. The closest fault zone in the Bear Mountain fault zones, which is located approximately twenty-four miles northeast of the proposed project site. Surface rupture due to faulting within the proposed project site is not expected to occur and, therefore, is considered less than significant unless an unknown fault were to rupture.

The City is located in Seismic Zone 3, which is considered an area of relatively low ground shaking potential. The proposed project site is located in an area with low earthquake shaking potential and is not located in a Seismic Hazard Zone or an Earthquake Fault Zone. The potential for strong seismic ground shaking is considered low based on existing soil and geological conditions. The proposed project would construct a bicycle and pedestrian overcrossing over US 50 that meets current structural and geometric standards, including

the current Caltrans Seismic Design Criteria. Impacts would be less than significant, and no mitigation is required.

The potential for soil liquefaction due to earthquakes and ground shaking at the proposed project site is considered minimal. The depth to groundwater beneath the City's planning area is generally greater than 50 feet, rendering the potential for liquefaction low. There are three soil types in the proposed project extent. Table 4.7-1 summarizes the characteristics of each of the soil types. The on-site soils have a low potential for liquefaction. Therefore, the probability of soil liquefaction taking place on the proposed project site is considered to be low. Therefore, the proposed project would not expose people to seismic-related soil or geologic hazards, and the impact is considered less than significant. No mitigation is required.

According to the Department of Conservation California Geological Survey (CGS) Information Warehouse (2015), and given the urban, flat terrain in the region, landslides do not occur in the proposed project's vicinity. The probability of landslides occurring on the proposed project site is very low. The proposed project would construct a bicycle and pedestrian overcrossing over US 50 and would not expose additional people or structures to substantial adverse effects. The overcrossing would be designed to comply with the Caltrans Seismic Design Criteria, which would minimize the potential effects from ground shaking. Impacts are considered less than significant. No mitigation is required.

b) **Less than Significant.** The soil types present at the proposed project site are not characteristic of moderate or severe soil erosion potential. The proposed project would comply with the Sacramento County Grading and Erosion Control Ordinance, which establishes administrative procedures, minimum standards of review, and implementation and enforcement procedures for controlling erosion, sedimentation, and other pollutant runoff from new development projects. Therefore, the potential erosion impacts from construction activities would be less than significant. No mitigation is required.

c) **Less than Significant.** The proposed project is located in an existing urban setting and involves the construction of a bicycle and pedestrian overcrossing over US 50. The engineering design of the proposed project would address liquefactions and other seismically induced hazards. Implementation of the proposed project would not cause unstable soil conditions. Additionally, no habitable structures are included in the proposed project, and the hazard to life from lateral spreading, subsidence, liquefaction, or collapse would be the same as existing conditions in the proposed project area. These impacts are less than significant, and no mitigation is required.

d) **Less than Significant.** The extent of shrinking and swelling is influenced by the environment, such as the extent of wet or dry cycles, and by the amount of clay in the soil. This physical change in the soils can react unfavorably with building foundations, concrete walkways, swimming pools, roadways, and masonry walls. According to Table 18-I-B of the Uniform Building Code (International Conference of Building Officials, 1994), the classification of expansive soils with an index of zero to 20 is very low, 21 to 50 is low, 51 to 90 is medium, 91 to 130 is high, and above 130 is very high potential for expansion. The soil types in the proposed project extent do not have moderate or high shrink-swell potential. The proposed overcrossing would be designed with consideration of the expansive soils in the final design according to Caltrans engineering design standards. Therefore, the proposed project would not create a risk of life or property due to being located on expansive soils. Impacts would be less that significant and no mitigation measures are required.

e) **No Impact.** The proposed project involves the construction of a bicycle and pedestrian overcrossing that would improve connectivity and provide safe bicycle and pedestrian access over US 50. No water or wastewater systems would be affected by the proposed project. The proposed project does not involve the construction of septic tanks or alternative wastewater disposal systems. There would be no impact as a result of the proposed project and no mitigation measures are required.

f) **Less than Significant with Mitigation.** A search of the University of California Museum of Paleontology (UCMP) Localities database found that thirteen paleontological resources have been recorded within Sacramento County. The proposed project area is within an urban setting with highly disturbed areas such as local roadways and highways, as well as commercial shopping centers. Thus, the presence of unique geologic features within the proposed project extent are not anticipated. There is a low potential for paleontological resources to be present at the proposed project site.

   There is always a possibility of inadvertent discovery of fossils and or other artifacts during grading and excavation construction activities. For these reasons, this impact is considered potentially significant. Implementation of **Mitigation Measure GEO-1** would reduce this impact to less than significant levels.

4.7.3 Mitigation Measures

Mitigation Measure GEO-1: If paleontological resources are discovered during earth-moving activities, the construction crew shall immediately cease work in the vicinity of the find and shall notify the City planning department. The proposed project applicant shall retain a qualified paleontologist to evaluate the resource and prepare a proposed mitigation plan in accordance

with SVP guidelines (1995). The proposed mitigation plan may include a field survey, construction monitoring, sampling and data recovery procedures, museum storage coordination for any specimen recovered, and a report of findings. Recommendations determined by the lead agency to be necessary and feasible shall be implemented before construction activities can resume at the site where the paleontological resources were discovered.

4.7.4 References

California Department of Conservation. 2015. Fault Activity Map of California. Online: https://maps.conservation.ca.gov/cgs/fam/. Accessed: April 20, 2021.

California Department of Conservation. 2015. Geologic Map of California. Online: https://maps.conservation.ca.gov/cgs/gmc/. Accessed: April 20, 2021.

California Department of Conservation. 2015. Landslide Inventory (Beta). Online: https://maps.conservation.ca.gov/cgs/lsi/. Accessed: April 20, 2021.

California Department of Conservation. Earthquake Zones of Required Investigation. Online: https://maps.conservation.ca.gov/cgs/EQZApp/app/. Accessed: April 20, 2021.

California Division of Mines and Geology. 1981. Geologic Map of the Sacramento Quadrangle, California, 1:250,000. Online: https://www.conservation.ca.gov/cgs/Documents/Publications/Regional-Geologic-Maps/RGM_001A/RGM_001A_Sacramento_1981_Sheet1of4.pdf. Accessed: April 20, 2021.

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Helley, E.J. and Harwood, D.S., 1985. Geologic map of the Late Cenozoic deposits of the Sacramento Valley and northern Sierran foothills, California: U.S. Geological Survey Miscellaneous Field Studies Map MF-1790, scale 1:62,500.

Helley, E.J., 1979. Preliminary Geologic Map of Cenozoic Deposits of the Davis, Knights Landing, Lincoln, and Fair Oaks Quadrangles, California, U.S. Geological Survey, Open-File Report OF-79-583, Scale 1:62,500. Online: https://ngmdb.usgs.gov/Prodesc/proddesc_11318.htm. Accessed April 17, 2021.

Structural Engineering Design Provisions. 1994. Uniform Building Code, Volume 2. Online: https://digitalassets.lib.berkeley.edu/ubc/UBC_1994_v2.pdf. Accessed: April 20, 2021.

United States Department of Agriculture: Natural Resources Conservation Service. 2021. Custom Soil Resource Report for Sacramento County, California. Accessed: April 20, 2021.

University of California Museum of Paleontology (UCMP). UCMP Locality Search. Online: https://ucmpdb.berkeley.edu/cgi/ucmp_query2?stat=BROWSE&query_src=ucmp_BrowseUSstates&table=ucmp_loc2&where-state_prov_std=California&where-county_std=Sacramento+County&orderby=county_std. Accessed: April 20, 2021.

4.8 Greenhouse Gas Emissions

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Greenhouse Gas Emissions –Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

4.8.1 Setting

The earth's atmosphere naturally contains a number of compounds collectively referred to as greenhouse gases (GHGs), including CO_2, methane (CH_4), and nitrous oxide (N_2O). These gases trap solar radiation and the earth's own radiation, preventing it from passing through the earth's atmosphere and into space. GHGs are vital to life on earth; however, increasing GHG concentrations are causing an increase in average global temperatures.

In general, CH_4 has 21 times the warming potential of CO_2, and N_2O has 310 times the warming potential of CO_2. CO_2e represents CO_2 plus the additional warming potential from CH_4 and N_2O. The common unit of measurement for CO_2e is metric tons ($MTCO_2e$) As the average temperature of the earth increases, climate patterns may be affected, including changes in precipitation patterns, accumulation of snowpack, and intensity and duration of spring snowmelt, as well as increased intensity of low precipitation and droughts. Human-made GHG emissions occur primarily through the combustion of fuels, mainly associated with transportation, residential energy, and agriculture.

California's primary legislation for reducing GHG emissions is the California Global Warming Solutions Act (AB 32), which set a goal for the state to reduce GHG emissions to 80 percent of 1990 emission levels by 2050. The California Air Resources Board (CARB), among other state agencies, has enacted regulation in order to achieve these targets. In December 2008, CARB adopted its Climate Change Scoping Plan, which contains the main strategies California will implement to achieve reduction of approximately 21.7 percent from the State's projected 2020 CO_2e emission levels under a business-as-usual scenario (CARB, 2008). In November 2017, CARB adopted the second update; the 2017 Climate Change Scoping Plan Update (2017 Scoping Plan Update), which lays out the framework for achieving the 2030 reductions as established in more recent legislation (CARB 2017). The 2017 Scoping Plan Update identifies the GHG reductions

needed by each emissions sector to achieve a statewide emissions level that is 40 percent below 1990 levels before 2030.

The SMAQMD is the local agency with primary responsibility for compliance with the federal and state standards for GHG emissions. In 2020, the SMAQMD finalized their Greenhouse Gas Thresholds for Sacramento County, which include a construction threshold (1,100 metric tons GHG/year ($MTCO_2e$)), a land use operational threshold (1,100 $MTCO_2e$ /year), and a stationary source operational threshold (10,000 $MTCO_2e$ /year). Projects whose emissions are expected to meet or exceed the significance criteria would have a potentially significant adverse impact on global climate change, and in turn, projects whose emissions are below the threshold would have a less than significant impact. SMAQMD encouraged local agencies in Sacramento County to develop a climate action plan (CAP) or GHG reduction plan that could be used by the local agency to reduce GHG emissions and streamline CEQA review for development projects (SMAQMD, 2020a).

The City of Rancho Cordova approved their Climate Action and Adaption Plan (CAAP) on September 18, 2023. The CAAP details specific measures that will be implemented through communitywide activities and government operations in Rancho Cordova by 2030 and 2045 to reduce GHG emissions to 36 percent below 2019 levels (438,300 $MTCO_{2e}$ annually) and to 81 percent below 2019 levels (129,000 $MTCO_{2e}$ annually), respectively. It also includes an adaptation plan that recommends actions to reduce the community's vulnerability to the anticipated impacts of climate change. The following CAP reduction measures are applicable to the proposed project (Rancho Cordova, 2023):

- **Transportation-1.1:** Enforce the City's Transportation Impact Guidelines, which require developers to include features in their projects that decrease the amount of driving along and encourage people to make trips by walking, biking, or using public transit.
- **Transportation-1.3:** Improve street connectivity, for example, by providing walkways at the ends of existing cul-de-sacs, or requiring walkable street systems in new developments.
- **Transportation-2.1:** Update Bike and Pedestrian Master Plans to increase the number of low-stress bikeways and walkways that connect homes to designations.
- **Offroad-2.1:** Increase electrification and use of alternative fuels in construction projects.
- **Offroad-2.2:** Reduce construction vehicle idling.

Most of the measures in the City's CAAP are not applicable to the proposed project (Rancho Cordova, 2023).

4.8.2 Discussion

a) **Less than Significant.** The proposed project would provide safe bicycle and pedestrian access along Zinfandel Drive, connecting areas north and south of US 50. The proposed project would not create new demand for energy, significantly alter any surrounding land use, or create any other permanent source of GHG emissions. Therefore, the proposed project would not change operational GHG emissions compared to existing conditions and there would be no GHG impacts associated with proposed project operations.

Construction activities, such as site preparation, site grading, on-site heavy-duty construction vehicles, equipment hauling materials to and from the site, and motor vehicles transporting the construction crew would produce combustion emissions from various sources. During proposed project construction, GHGs would be emitted through the operation of construction equipment and from worker and builder supply vendor vehicles, each of which typically uses fossil-based fuels to operate. Exhaust emissions from onsite construction activities would vary daily as construction activity levels change.

Construction emissions were modelled using the California Emissions Estimator Model Version 2022.1.1.25 (CalEEMod). For the purpose of this analysis, it was assumed that proposed project construction would last 18 months, the total proposed project area would be 26 acres, and the maximum area disturbed/day would be 2 acres. It was also assumed that all on road equipment used for the proposed project would be year 2010 or newer models and all construction equipment would meet California Air Resources Board (CARB) Tier 4 requirements for some or all off-road equipment. The threshold adopted by SMAQMD for GHG emissions during construction is 1,100 $MTCO_2e$/year. The model predicted that a maximum of approximately 11,935 pounds of CO_2e would be emitted per day, totaling approximately 1,145 $MTCO_2e$ over an 18-month construction period. As the 18-month construction period would be over two years, the $MTCO_2e$/year for the proposed project would be approximately 573 $MTCO_2e$. Therefore, GHG emissions would not exceed the construction threshold of 1,100 $MTCO_2e$/year (SMAQMD, 2020a).

The proposed project construction is considered short-term in nature and would not generate substantial air quality pollutant concentrations, including GHG emissions, as discussed under Section 4.3, Air Quality, above. Even though impacts would be less than significant, construction activities would be subject to the implementation of BMPs, listed in Section 4.3, Air Quality, above. Therefore, equipment efficiency would be maximized during the construction phase. Impacts from the proposed project would be less than significant, and no mitigation measures are required.

b) **Less than Significant.** As discussed in Section 4.3, Air Quality, above, the proposed project would not increase automobile capacity or create other permanent new sources of GHG

emissions. The proposed project would improve pedestrian and bicyclist accessibility along Zinfandel Drive, which would be consistent with applicable air quality plans. The proposed project would not conflict with or obstruct implementation of the City of Rancho Cordova CAAP. As discussed in subsection a), above, the proposed project would result in a maximum of approximately 11,935 pounds of CO_2e emitted per day, for a total of approximately 1,145 $MTCO_2e$ over the 18-month construction period. Given the levels of emissions during construction, and the implementation of BMPs, along with compliance with federal, State, and local regulation policies, the proposed project would be consistent with the Sacramento County CAP. The proposed project would not conflict with any identified plans adopted for the reduction of GHG emissions. Impacts are less than significant, and no mitigation is required.

4.8.3 Mitigation Measures

No mitigation measures regarding Greenhouse Gas Emissions are required.

4.8.4 References

California Air Resources Board (CARB). 2008. Climate Change Scoping Plan- a Framework for Change. Online: https://ww3.arb.ca.gov/cc/scopingplan/document/adopted_scoping_plan.pdf. Accessed: October 27, 2021.

California Air Resources Board (CARB). 2017. California's 2017 Climate Change Scoping Plan. Online: https://ww3.arb.ca.gov/cc/scopingplan/scoping_plan_2017.pdf. Accessed: October 27, 2021.

City of Rancho Cordova, 2021a. Climate Action Plan. Online: https://www.cityofranchocordova.org/residents/community-topics/climate-action-plan. Accessed: October 26, 2021.

Sacramento County. 2021. Climate Action Plan. Online: https://planning.saccounty.net/PlansandProjectsIn-Progress/Documents/Climate%20Action%20Plan/Final%20Draft%20CAP%20and%20Appendices%20Sept%202021.pdf. Accessed: October 26, 2021.

Sacramento Metropolitan Air Quality Management District (SMAQMD). 2020a. Greenhouse Gas Thresholds for Sacramento County. Online: http://www.airquality.org/LandUseTransportation/Documents/SMAQMDGHGThresholds2020-03-04v2.pdf. Accessed: October 26, 2021.

4.9 Hazards and Hazardous Materials

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Hazards and Hazardous Materials –Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☒	☐
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒

4.9.1 Setting

An Initial Site Assessment (ISA) was prepared on behalf of the City of Rancho Cordova. The ISA was performed in general conformance with the scope and limitations of American Society for Testing and Materials (ASTM) Practice E 1527-05.

The ISA identifies Recognized Environmental Conditions (RECs) for the proposed project site that may adversely affect roadway and/or bridge construction or right-of-way acquisition. RECs are defined by the ASTM Practice E 1527-05 as: “the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under

conditions that pose a material threat of a future release to the environment. A database report was obtained from Environmental Database Resources, Inc. consisting of information compiled from various government records, such as Geotracker, National Priorities List, and EnviroStor, for information regarding the proposed project area. Based on the results of the record review and reconnaissance, there are no RECs located within the proposed project site.

The proposed project site is located in a fully developed urban setting and is surrounded by existing development and major transportation corridors. A reconnaissance of the proposed project site was performed on July 29, 2020, by Dewberry | Drake Haglan. The site reconnaissance recorded the presence of lane stripping along US 50, Zinfandel Drive and White Rock Drive at the proposed project site. Lane stripping has the potential to contain lead-based paint if the road was constructed prior to 1978. Some of the roadways within the proposed project area have been located along their existing alignments since before 1978 indicating that there is the potential to encounter lead-based paint during construction activities.

The Occupational Safety & Health Administration (OSHA) requires that all thermal systems insulation, surfacing materials, and resilient flooring materials installed prior to 1981 be considered Presumed Asbestos Containing Materials (ACM) and treated accordingly. Bridges built prior to 1981 sometimes have ACMs within their rail shim sheet packing, bearing pads, support piers, and/or expansion joint materials. Structures constructed prior to 1978 are presumed to contain lead-based paint (LBP) unless proven otherwise, although structures constructed after 1978 may also contain lead-based paints.

Areas adjacent to roadways heavily used prior to 1978 could potentially contain lead due to the use of lead as a gasoline additive during this time. Crawford & Associates, Inc prepared an Aerially Deposited Lead Investigation Report for the US 50 and Zinfandel Interchange Project on October 28, 2015. In general, the results of the ADL sampling and testing program indicated that the soil adjacent to the existing interchange have lead concentrations below the Department of Toxic Substances Control action levels.

Several utilities were observed running through the proposed project area. Surface and underground utilities present at the proposed project area include communication, water, sewer, and electrical lines. No large power substations or step-down transformers, which are known to contain PCBs, were noted in the vicinity of the proposed project site. No spills or hazardous materials response events related to PCBs were noted in the report.

4.9.2 Discussion

a) **Less than Significant.** The proposed project would construct a bicycle and pedestrian overcrossing over US 50, along with approximately 3,200 feet of Class 1 bicycle and pedestrian improvements connecting Folsom Boulevard with White Rock Road and would

not be a facility that generates or emits hazardous materials upon construction completion. There would be no increased likelihood the proposed project would create a significant hazard to the public or environment through the routine transport, use, or disposal of hazardous materials upon project completion. The proposed project would not result in the use, storage, or distribution of hazardous or toxic materials.

Construction of the proposed project would potentially require the use of various types and quantities of hazardous materials. Hazardous materials typically used during construction include, but are not limited to, hydraulic oil, diesel fuel, grease, lubricants, solvents, and adhesives. Although the equipment used during construction activities could contain various hazardous materials, these materials would be used in accordance with the manufacturer's specifications and all applicable regulations. Minor fuel or oil spills could occur during construction activities. The release, even if accidental, of hazardous materials into the environment is regulated through existing federal, state, and local laws. These regulations require emergency response from local agencies to contain hazardous materials in the event of an accidental release. The use of handling of hazardous materials during construction activities would occur in accordance with applicable federal, state, and local laws, including the California OSHA (Cal OSHA) requirements. Implementation of construction best management practices (BMPs), compliance with vehicle manufacturer's specifications, and compliance with applicable regulations would result in impacts that are less than significant, and no mitigation is required.

b) **Less than Significant.** The proposed project would construct a new pedestrian overcrossing structure over US 50 and would establish a Class I bicycle and pedestrian trail from White Rock Road to Folsom Boulevard. The proposed project would be used for commuting and recreation purposes and would improve bicycle and pedestrian access over US 50 at the proposed project site. There are no known hazardous waste sites or RECs within the proposed project site. Operations of the proposed project would not be used by motor vehicles that often carry hazardous material, and the proposed project would not increase the number of vehicles using the surrounding roadways. The potential for release of hazardous materials into the environment would be similar to existing conditions and impacts would be less than significant. Therefore, the operation of the proposed project would not increase the potential for accidents or upset of hazardous materials resulting in the exposure of the public. Impacts would be less than significant. No mitigation is required.

The proposed project has the potential to use a variety of hazardous materials during construction activities, as discussed under question a, above. These materials would be stored, handled, and transported per federal, state, and local regulatory requirements.

Implementation of construction BMPs, compliance with vehicle manufacturer's specifications, and compliance with applicable regulations would result in impacts that are less than significant. No mitigation measures are required in this regard.

c) **Less than Significant.** The closest school to the proposed project is White Rock Elementary School, located approximately 0.7-miles west of the proposed project site. Construction activities would not emit hazardous emissions that would impact these schools. Common materials used at construction sites, gasoline, diesel fuel, and other materials would not be stored on site. As stated above, implementation of construction BMPs, compliance with vehicle manufacturers' specifications, and compliance with applicable regulations would reduce the potential for hazardous materials or emissions to be released. Operations at the proposed project site would be similar to existing conditions. Therefore, this impact would be considered less than significant, and no mitigation is required.

d) **No Impact.** The proposed project site is not included in the list of hazardous waste and substances site list from the Department of Toxic Substances Control (DTSC) EnviroStor database (DTSC, 2021). One ENVIROSTOR site does occur within approximately one mile of the proposed project, Purity Oil Sales- Delta Gunite. However, the status of the site is listed as "Certified/Operational & Maintenance" (ENVIROSTOR, 2021). According to the ISA, there are five CA HIST CORTESE sites within approximately ½ mile of the proposed project site. Based on our review of the available data posted on the State Water Resources Control BoardGeoTracker website and other available information provided by the EDR record search regarding this facility, both cases have been closed. No evidence was identified to suggest that possible soil or groundwater contamination from the HIST CORTESE sites may impact on the proposed project site (Dewberry | Drake Haglan, 2021b). Therefore, the proposed project would have no impact and no mitigation would be required.

e) **Less than Significant.** The nearest airport to the proposed project is the Mather Airport, a public airport focused on cargo aviation. Mather Airport is one of the four airports that comprise the Sacramento County Airport System. Mather Airport is located approximately two miles southwest of the proposed project site. The proposed project site is located in northern edge of Review Area 1 of Mather Airport's Airport Influence Area. Review Area 1 consists of the areas contained within the noise contours and safety zones designated in the Mather Airport Land Use Compatibility Plan (MALUCP). The proposed project site is not located within any of the designated Theoretical Capacity CNEL Contour – Noise Exposure Ranges in the MALUCP (SACOG, 2021). The proposed project site is located in the Airport Influence Area as well as within Safety Zone 6: Airport Traffic Pattern Zone, as designated by the MALUCP. Safety Zone 6 is the furthest zone

from the airport and has the least stringent criteria standards (SACOG, 2021). The proposed project would not interfere with flight patterns at Mather Airport. Construction and operation of the proposed project would not result in a safety hazard or excessive noise for people residing or working within an airport land use plan or within two miles of an airport. Impacts would be less than significant, and no mitigation would be required.

f) **Less than Significant.** The proposed project would construct a new bicycle and pedestrian overcrossing over US 50, along with a Class I bicycle and pedestrian trail from White Rock Road to Folsom Boulevard. Implementation of the proposed project would have no long-term impacts on an emergency response plan or emergency evacuation plan. The proposed project would not impair an adopted emergency response plan or emergency evacuation plan, as operations on adjacent roadways would remain the same as existing conditions. Therefore, the proposed project would have no impact to emergency response plans or emergency evacuation plans upon the completion of construction.

During construction, temporary lane closures would be necessary along Zinfandel Drive, Gold Center Drive, Olson Drive, and Folsom Boulevard to complete bicycle and pedestrian improvements. The full closure of roadways in the proposed project area is not anticipated during construction; however, Gold Center Drive, Olson Drive, and US 50 on- and off-ramps may experience short closures during traffic control transitions and the installation of proposed undercrossing. Additionally, a temporary, nighttime closure of US 50 may be required for the installation and removal of the bridge falsework needed to construct concrete elements on the new bridge. If falsework is required to construct the proposed bridge, a detour would be established along Zinfandel Drive, Folsom Boulevard, and Sunrise Boulevard (**Figure 2-2**) during installation and removal of falsework. The proposed project would be coordinated with the Rancho Cordova Police Department, Sacramento Metropolitan Fire District, and other law enforcement or emergency service providers within the area.

g) **No Impact.** The proposed project site is not located in or near a State Responsibility Area (SRA) or lands classified as Very High Fire Hazard Severity. The proposed project site is in a Local Responsibility Area (LRA) and is designated as a Non-Very High Fire Hazard Severity Zone. Therefore, the proposed project would not expose people or structures to a significant risk from wildland fires beyond what is currently present. Upon completion, operation of the proposed project would have no impact.

4.9.3 Mitigation Measures

No mitigation measures regarding hazards and hazardous materials are required.

4.9.4 References

California Department of Toxic Substances Control. 2021. Hazardous Waste and Substances Site List. Online: https://www.envirostor.dtsc.ca.gov/public/search.asp?cmd=search&reporttype=CORTESE&site_type=CSITES,OPEN,FUDS,CLOSE&status=ACT,BKLG,COM&reporttitle=HAZARDOUS+WASTE+AND+SUBSTANCES+SITE+LIST. Accessed: April 21, 2021.

Dewberry | Drake Haglan. 2021b. Initial Site Assessment.

ENVIROSTOR. 2021. Sites and Facilities Map. Online: https://www.envirostor.dtsc.ca.gov/public/map/?global_id=34170001. Accessed: October 28, 2021.

Sacramento Area Council of Governments (SACOG). 2021. Mather Airport Land Use Compatibility Plan Update. Online: https://files.ceqanet.opr.ca.gov/268092-1/attachment/90Lr50a6l39qcwSrRz8DrD-d_HHgJ6zNVwuzhl3OEXhVktmcVQmysMo80xq1j9JFyDXA1jih98-WHY860. Accessed: April 21, 2021.

Sacramento County. 2021. Department of Airports: General Information. Online: https://sacramento.aero/scas/about/general_information. Accessed: April 22, 2021.

4.10 Hydrology and Water Quality

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Hydrology and Water Quality – Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of a site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i. result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	☒	☐
iii. create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
iv. impede or redirect flood flows?	☐	☐	☐	☒
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

4.10.1 Setting

The proposed project is located in the Franklin hydrologic subarea (HAS) of the larger Coon-American hydrologic area (HA), which lies within the Valley- American hydrologic unit (HU) of the Sacramento River hydrologic region (HR). Within the study area, there are no aquatic features. The proposed project site is not located within the 100-year flood plain nor any other flood hazard area. Groundwater recharge within the Rancho Cordova Planning Area occurs from a combination of three main sources: stream recharge (primarily from the Cosumnes and American Rivers within their channels and floodplains) subsurface inflows from adjacent areas; and percolation of rainfall and applied water. However, due to soil characteristics within the Planning Area, groundwater recharge capabilities are considered low.

The proposed project area is completely urbanized and consists of flat topography, nearly entirely impervious surfaces, major roadways and US 50. Soils in the proposed project area

consist of Urban land; Urban land-Natomas complex, 0 to 2 percent slopes (NRCS, 2020). None of the soil units are listed as hydric or as having hydric inclusions.

4.10.2 Discussion

a) **Less than significant impact.** The proposed project would not result in any temporary or permanent impacts to the existing habitats. The proposed project would construct a bicycle and pedestrian overcrossing over US 50, along with a Class I bicycle and pedestrian trail from White Rock Road to Folsom Boulevard. The impact will be less than significant since there are no aquatic features within the proposed project area.

Construction materials such as asphalt, concrete, and equipment fluids could be exposed to precipitation and subsequent runoff. If precautions are not taken to contain contaminants, construction could produce contaminated storm water runoff (nonpoint source pollution), a major contributor to the degradation of water quality. The City would ensure that the Project contractor complies with the requirements of a National Pollution Discharge Elimination System (NPDES) permit from the RWQCB, Central Valley Region. As part of the permit, the contractor would be required to prepare and implement a SWPPP into their construction plans, prior to initiating construction activities, identifying BMPs to be used to avoid or minimize any adverse effects before, during, and after construction to surface waters. The following BMPs will be implemented into the proposed project as part of the construction specifications.

- Implement appropriate measures to prevent debris, soil, rock, or other material from entering the water. Use a water truck or other appropriate measures to control dust on applicable access roads, construction areas, and stockpiles.
- Properly dispose of oil or other liquids.
- Fuel and maintain vehicles in a specified area that is designed to capture spills. All fueling and maintenance of vehicles and other equipment (including staging areas) will be located at least 65 feet from any potential drainages on site.
- Fuels and hazardous materials would not be stored on site.
- Inspect and maintain vehicles and equipment to prevent the dripping of oil or other fluids.
- Schedule construction to avoid the rainy season as much as possible. Ground disturbance activities are expected to begin in the Spring. If rains are forecasted during construction, additional erosion and sedimentation control measures would be implemented.

- Maintain sediment and erosion control measures during construction. Inspect the control measures before, during, and after a rain event.
- Train construction workers in stormwater pollution prevention practices.
- Revegetate disturbed areas in a timely manner to control erosion.

Thus, construction impacts would be less than significant. No mitigation measures are required.

b) **Less than Significant Impact.** The proposed project area is not actively used for groundwater recharge (City of Rancho Cordova, 2019). The proposed project would not construct a significant amount of new impervious surfaces that would impede surface water drainage into the soil. No wells would be constructed; and construction activities would not intercept or alter groundwater recharge, discharge, or flow conditions. Impacts would be less than significant. No mitigation measures are required.

c) **Less than Significant Impact.** The proposed project would not alter the course of a water body, nor would it alter the existing site drainage pattern. The site drainage is not expected to result in substantial on or off-site siltation or erosion. The proposed project would not substantially increase the amount or rate of surface runoff such that on or off-site flooding would occur, nor would it change the surrounding land use in such a way that would exceed the existing or planned storm drainage systems or provide substantial additional sources of polluted runoff. Impacts would be less than significant. No mitigation measures are required.

d) **No Impact.** The proposed project would not construct housing or other structures that would result in the exposure of people or structures to 100-year flood hazards, and the proposed project is not located in a tsunami or seiche zone. With the implementation of standard construction BMPs, the proposed project would not result in the release of pollutants due to inundation. There is no impact, therefore no mitigation is required.

e) **Less than Significant.** The Water Quality Control Plan for the California Regional Water Quality Control Board, Central Valley, applies to the Sacramento River. The proposed project area does not conflict with or obstruct the implementation of a water quality control plan or sustainable groundwater management plan. Through the use of BMP's, the impact would be less than significant. No mitigation measures are required.

4.10.3 Mitigation Measures

No mitigation measures regarding hydrology and water quality are required.

4.10.4 References

California Water Boards Central Coast. 2019. Basin Plan 2019. Online: https://www.waterboards.ca.gov/centralcoast/publications_forms/publications/basin_plan/#:~:text=The%20Water%20Quality%20Control%20Plan%20for%20the%20Central,programs%20of%20implementation%20to%20achieve%20water%20quality%20objectives.?msclkid=ef5b8cb1b5d711ec9a70de9fe125db66. Accessed: March 30, 2022

City of Rancho Cordova. 2006. General Plan Final Environmental Impact Report Volume.1. Online: https://www.cityofranchocordova.org/home/showpublisheddocument/11095/635901751960370000. Accessed: March 28, 2022

Dewberry | Drake Haglan. 2021. Biotechnical Memorandum for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project.

U.S. Environmental Protection Agency (U.S. EPA), 2022. Lower Sacramento Watershed – 18020109. Available at: https://cfpub.epa.gov/surf/huc.cfm?huc_code=18020109. Accessed March 25, 2022.

City of Rancho Cordova and USACE Hydrology and Water Quality. 2010. Sun Creek Plan Project Hydrology. Online: https://www.cityofranchocordova.org/home/showpublisheddocument/8662/635895080495700000. Accessed: March 25, 2022

4.11 Land Use and Planning

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Land Use and Land Use Planning – Would the project:				
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

4.11.1 Setting

A Community Impact Assessment Memorandum was prepared for the proposed project and is available for review at the City Department of Public Works.

The proposed project site is located within the central portion of the City of Rancho Cordova along Zinfandel Drive, bound by Folsom Boulevard to the North and by White Rock Road to the south. It is located in a fully developed urban environment that spans multiple major local and regional roadways, including White Rock Road, Gold Center Drive, US 50 on- and off- ramps, Olson Drive, and Folsom Boulevard. The proposed project intends to improve connectivity between the primarily business areas south of US 50 and the mass transit centers, residences, and commercial areas north of US 50. Zinfandel Drive is classified as a major roadway within the City and has ADT of approximately 23,000 trips north of US 50 per day, and approximately 4,000 trips south of US 50 per day (City of Rancho Cordova, 2006a). The conceptual land plan for the Downtown Planning Area designates land use in the proposed project vicinity as Commercial Mixed Use (CMU) and Office Mixed Use (OMU) (City of Rancho Cordova, 2006b). The General Plan designates Medium Density Residential land use adjacent to the proposed project but is outside of the Downtown Planning Area. The proposed project site is also located in the Folsom Boulevard Specific Plan boundary. The Folsom Boulevard Specific Plan designates future land uses at the proposed project site as commercial mixed use (City of Rancho Cordova, 2013). The City designated zoning classifications in the proposed project vicinity include CMU (Commercial Mixed Use), OPMU (Office Professional Mixed Use), RD-10 (Residential 10) (City of Rancho Cordova, 2021c).

4.11.2 Discussion

a) **No Impact.** The proposed project is located along Zinfandel Drive and consists of constructing a bicycle and pedestrian overcrossing over US 50, along with a Class 1 bicycle and pedestrian improvements connecting Folsom Boulevard with White Rock Road. The proposed project is anticipated to improve connectivity between the primarily business

areas south of US 50 and the mass transit centers, residences, and commercial areas north of US 50. In addition, according to the County of Sacramento Planning & Community Development Department, the proposed project location is contained in the Rancho Cordova Community bounds (Sacramento County Community boundaries Map, 2011). Therefore, there would be no impact regarding physically dividing an established community and no mitigation is required.

b) **No Impact.** The proposed project is included in and is consistent with the City's General Plan and the Folsom Boulevard Specific Plan. The City's General Plan includes goals of establishing mixed-use development that facilitates walking or cycling via pleasant pedestrian- and cyclist-friendly infrastructure (City of Rancho Cordova, 2006b). The purpose of the proposed project is to encourage the use of alternative modes of transportation and improve connectivity and provide safe bicycle and pedestrian access along Zinfandel Drive at the proposed project site. As such, the proposed project is consistent with the City's General Plan.

The land uses surrounding the proposed project include commercial mixed use, office professional mixed use, and residential uses (City of Rancho Cordova, 2006b). The proposed project would not require changes to any land use designation or zoning classification. The proposed project is consistent with local plans, policies, and regulations. No impact would occur in this regard and no mitigation is required.

4.11.3 Mitigation Measures

No mitigation measures regarding land use and planning are required.

4.11.4 References

City of Rancho Cordova. 2006a. General Plan Final Environmental Impact Report Volume.1. Online: https://www.cityofranchocordova.org/home/showpublisheddocument/11095/635901751960370000. Accessed. February 24, 2021.

City of Rancho Cordova. 2006b. Rancho Cordova General Plan. Online: https://www.cityofranchocordova.org/home/showpublisheddocument?id=11075. Accessed: January 18, 2021.

City of Rancho Cordova. 2021c. Zoning Viewer. Online: https://www.arcgis.com/apps/webappviewer/index.html?id=f08b409f526741b0a5571e1fa90a6842. Accessed: October 25, 2021.

Dewberry | Drake Haglan. 2021. Community Impact Assessment Memorandum for the Zinfandel Drive Bicycle and Pedestrian Over crossing Project.

County of Sacramento. 2011. Community Boundaries with Incorporated Areas Map. Online: https://planning.saccounty.net/Documents/Maps/Community%20Boundaries_0211.pdf . Accessed: February 10, 2021.

4.12 Mineral Resources

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Mineral Resources – Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

4.12.1 Setting

The California Surface Mining and Reclamation Act (SMARA) was enacted by the California legislature to regulate activities related to mineral resource extraction. The act requires the prevention of adverse environmental effects caused by mining, the reclamation of mined lands for alternative land uses, and the elimination of public health and safety hazards from the effects of mining activities.

A provision of SMARA requires the California Geological Survey (formerly California Division of Mines and Geology) to classify the regional significance of mineral resources and create mineral land classification reports. Four Mineral Resource Zones (MRZ) have been designated for all minerals that occur or expected to occur in the Greater Sacramento Area (Department of Conservation, 2018) that reflect the mineral resource significance of an area. These designations are intended to preserve known mineral resources for future mining and to prevent encroachment of urban development that would compromise the resource's value. The four classifications are:

- MRZ-1 Areas of no mineral significance
- MRZ-2 Areas of identifies mineral resource significance
- MRZ-3 Areas of undetermined mineral resource significance
- MRZ-4 Areas of unknown mineral resource significance

Historically, minerals such as pumice, gold, construction aggregate, kaolin clay, and common clay have been extracted in the region. Existing mineral extraction activities that occur in and around the Rancho Cordova Planning Area primarily consist of fine sand and course gravel construction aggregates, as well as clay. There are two permitted mining operations in the City of Rancho Cordova, both owned by Aerojet and leased to Teichert Aggregates. Neither of the mining

operations are located in or near the proposed project area; both sites being over five miles away from the proposed project site.

The proposed project site is located in an MRZ-2; however, it is not located in an Aggregate Resource Area or an Aggregate Resource Area with an active PCC-grade aggregate operator. The MRZ-2 classification includes areas where adequate information indicates that significant mineral deposits are present, or where it is judged that a high likelihood for their presence exists.

4.12.2 Discussion

a) **Less than Significant.** The proposed project involves the construction of a new bicycle and pedestrian overcrossing over US 50, along with a Class 1 bicycle and pedestrian improvements connecting Folsom Boulevard with White Rock Road. There are no mining operations within the proposed project's vicinity. Approximately 6,076 acres in the City, including the proposed project site, are classified as MRZ-2 and may contain significant mineral deposits. However, the proposed project site is surrounded by urban development located over and along existing significant roadways, making the use of the site for mineral extraction infeasible. The proposed project site is not located in an Aggregate Resource Area or an Aggregate Resource Area with an active PCC-grade aggregate operator as designated by the California Department of Conservation, Division of Mines and Geology. Furthermore, the proposed project site is within the City's Downtown Planning Area, which does not contain any development constraints associated with environmental conditions because the area is already urbanized (City of Rancho Cordova, 2006b). The proposed project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State. Therefore, the proposed project would have no impact to known mineral resources. No mitigation is required.

b) **No Impact.** There are no resource recovery sites delineated on any local government plan, specific plan, or land use plan for the City. The proposed project is not located near a mineral resource recover site delineated by the General Plan or any other applicable land use plan. Construction activities would be temporary in nature and would not conflict with or limit access to mineral resources. Surrounding roadway operations would be similar to existing conditions. The proposed project would not result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan. There would be no impact to a locally important mineral resource recovery site. No mitigation would be needed.

4.12.3 Mitigation Measures

No mitigation measures regarding mineral resources are required.

4.12.4 References

California Department of Conservation, Division of Mines and Geology. 1999. ARA Resources within 100-year FEMA Floodplain Areas. Accessed: April 22, 2021.

California Department of Conservation, Division of Mines and Geology. 1999. Map of Areas Zoned MRZ-2 for PCC-Grade Aggregate and Areas Mined out (MRZ-1) in Sacramento County. Accessed: April 22, 2021.

California Department of Conservation. 2015. CGS Information Warehouse: Mineral Land Classification. Online: https://maps.conservation.ca.gov/cgs/informationwarehouse/index.html?map=mlc. Accessed: April 22, 2021.

California Department of Conservation. 2022. SMARA Statutes and Regulations. Online: https://www.conservation.ca.gov/dmr/lawsandregulations. Accessed: October 27, 2022.

California Geological Survey. 2018. Mineral Land Classification Map of Concrete Aggregate in the Greater Sacramento Area Production-Consumption Region. Online: https://www.conservation.ca.gov/cgs/Documents/Publications/Special-Reports/SR_245-MLC-Plate01-SECURED.pdf. Date Accessed: April 22, 2021.

City of Rancho Cordova. 2006a. Final Environmental Impact Report. Online: https://www.cityofranchocordova.org/home/showpublisheddocument/11097/635900974765170000. Accessed: April 22, 2021.

City of Rancho Cordova. 2006b. General Plan. Online: https://www.cityofranchocordova.org/home/showpublisheddocument/14279/636820350426270000. Accessed: April 22, 2021.

4.13 Noise

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Noise – Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☒	☐	☐
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c) For a project located within the vicinity of a private airstrip or airport land use plan area, or, where such a plan has not been adopted within two miles of a public airport or public use airport, would the project expose people residing or working in the area to excessive noise levels?	☐	☐	☒	☐

This section incorporates the analysis, findings, and recommendations in the *Noise Technical Memorandum for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project* (Dewberry | Drake Haglan, 2021c).

4.13.1 Setting

Noise is any unwanted sound that interferes with an individual's ability to perform a task or enjoy an activity. While there are sounds that are considered desirable, this element is intended to address unwanted sounds for the health, safety, and welfare of the community. Removing or reducing the impact of significant sources of noise will improve quality of life for Rancho Cordova's residents, employees, and visitors. The City would remove major sources of noise when possible and mitigate the impacts of all other noise-producing activities.

A frequency weighting measure that simulates human perception is commonly used to describe noise environments and to assess impacts on noise-sensitive areas. It has been found that A-weighting of sound levels best reflects the human ear's reduced sensitivity to low frequencies, and correlates well with human perceptions of the annoying aspects of noise. The A-weighted decibel scale (dBA) is cited in most noise criteria. The decibel (dB) notation used for sound levels describes a logarithmic relationship of acoustical energy, for example, a doubling of acoustical energy results in an increase of three dB, which is considered barely perceptible. A ten-fold increase in acoustical energy equals a ten dB change, which is subjectively like a doubling of loudness. Table 4.13-1 identifies decibel levels for common sounds heard in the environment.

Table 0-1. Typical Noise Levels

Common outdoor activity	Noise level (dBA)	Common indoor activity
Jet flyover at 1,000 feet	110	Rock band
Gas lawnmower at three feet	100	
Diesel truck at 50 feet at 50 mph	90	Food blender at three feet
Noisy urban area, daytime	80	Garbage disposal at three feet
Gas lawnmower, 100 feet Commercial area	70	Vacuum cleaner at ten feet Normal speech at three feet
Heavy traffic at 300 feet	60	Large business office
Quiet urban daytime	50	Dishwasher next room
Quiet urban nighttime Quiet suburban nighttime	40	Theater, large conference room (background)
Quiet rural nighttime	30	Library Bedroom at night, concert hall (background)
	20	Broadcast/recording studio
	10	
Lowest threshold of human hearing	0	Lowest threshold of human hearing

Source: Caltrans, 2013

Several time-averaged scales represent noise environments and consequences of human activities. The most commonly used noise descriptors are: equivalent A-weighted sound level over a given time period (Leq); average day-night 24 hour average sound level with a nighttime increase of ten dBA to account for sensitivity to noise during the nighttime; and community noise equivalent level (CNEL), also a 24 hour average that includes both an evening and a nighttime weighting. Noise levels are generally considered low when ambient levels are below 45 dBA, moderate in the 45 to 60 dBA range, and high above 60 dBA. Although people often accept the higher levels associated with very noisy urban residential and residential-commercial zones, they nevertheless are considered to be adverse levels of noise with respect to public health because of sleep interference.

State and local agencies that govern the proposed project site have policies and standards regarding noise levels for land use types as well as construction operations. Caltrans Standard Specification, 14-8.02, Noise Control, states that projects: “Do not exceed 86 dBA Lmax at 50 feet from the job site from 9:00 PM to 6:00 AM.” Receptors that are located beyond 50 feet of a project area do not need to be considered unless there is a reasonable expectation that noise impacts would extend beyond that boundary.

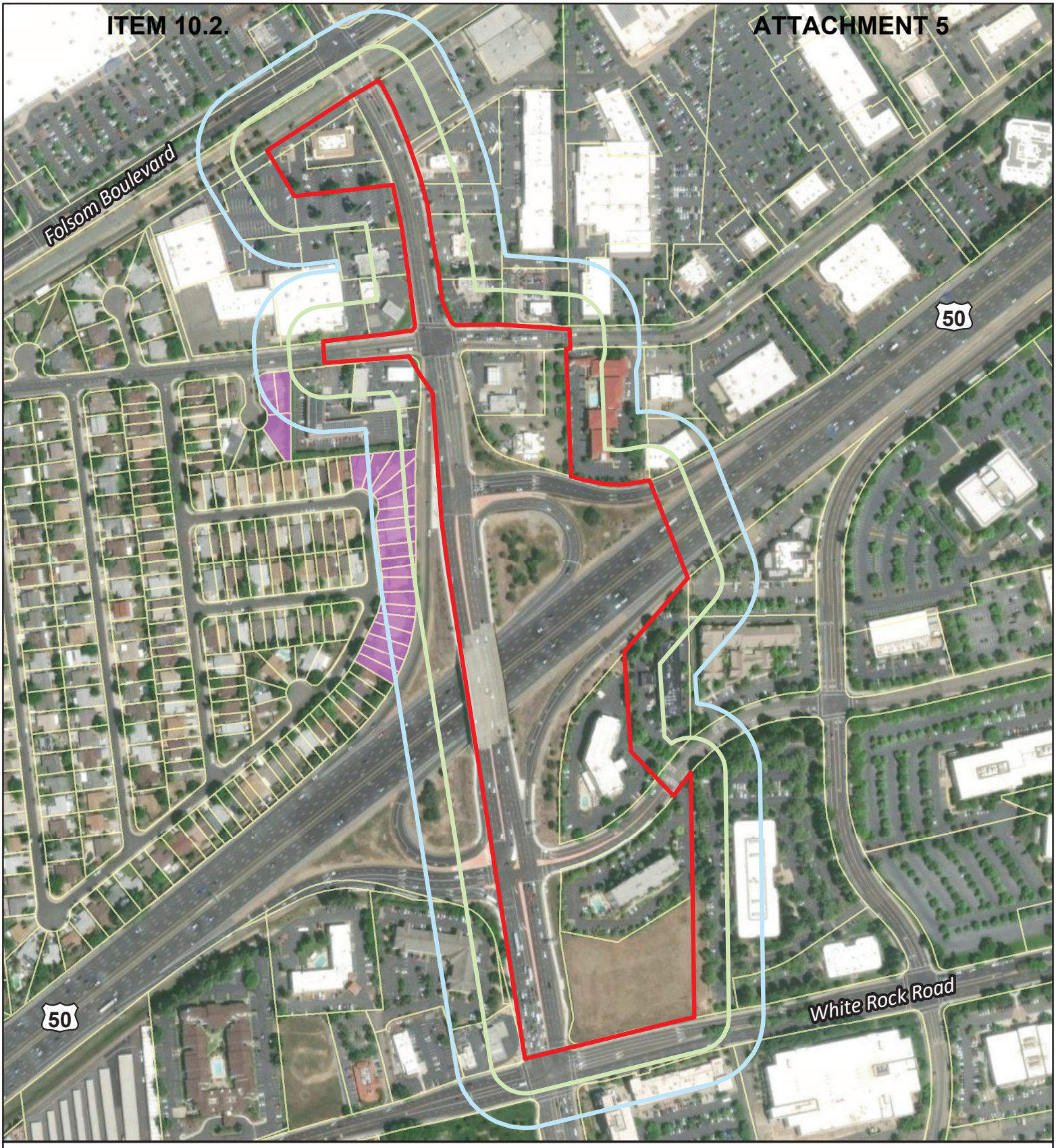
The Rancho Cordova Municipal Code Section 6.68.090 states that noise sources associated with construction, repair, remodeling, demolition, paving or grading of any real property are exempt from the Noise Control chapter if they do not occur between the hours of 8:00 p.m. and 6:00

a.m. on weekdays and Friday commencing at 8:00 p.m. through and including 7:00 a.m. on Saturday; Saturdays commencing at 8:00 p.m. through and including 7:00 a.m. on the following Sunday and on each Sunday after the hour of 8:00pm. However, if there is an unforeseen or unavoidable condition that occurs during a construction project and the nature of the proposed project necessitates that work in process be continued until a specific phase is completed, the contractor or owner shall be allowed to continue work after 8:00 p.m. until completion of the specific work in progress can be brought to conclusion under conditions which will not jeopardize inspection acceptance or create undue financial hardships for the contractor or owner.

Sensitive Receptors

Some land uses are considered more sensitive to ambient noise levels than others because of the amount of noise exposure (in terms of both exposure duration and insulation from noise) and the types of activities involved. Sensitive receptor locations include schools, parks and playgrounds, daycare centers, nursing homes, hospitals, and residential dwelling unit(s). During construction of the proposed project, noise from construction activities may intermittently dominate the noise environment in the immediate area of construction.

Zoning classifications within and adjacent to the proposed project corridor consists of Commercial Mixed Use (CMU), Office Professional Mixed Use (OPMU), and Residential (RD-10) as designated by the city's zoning ordinance. There are 11 sensitive receptor parcels between 50 and 100 feet of the proposed project boundary and an additional 11 parcels within 200 feet that could be affected by construction noise from the proposed project (Figure 4.13-1). The 22 parcels that could be affected by the construction noise are zoned as Medium Density Residential (RD-10).



Sensitive Receptors
100 ft Buffer
Project Extent
50 ft Buffer
200 ft Buffer
Parcel Boundaries

0 115 230 460 Feet

Source: ESRI Online Basemap, World Imagery Map, Sacramento County Coordinate System NAD 83 State Plane California II FIPS 0402 Feet

Notes: This map was created for informational and display purposes only

Zinfandel Drive Bicycle and Pedestrian Overcrossing Project
City of Rancho Cordova, CA

Sensitive Receptors Map

Figure 4.13-1

4.13.2 Discussion

a) **Less than Significant with Mitigation.** The proposed project would construct a bicycle and pedestrian overcrossing, along Zinfandel Drive and over US 50. The proposed project would be located adjacent to existing noise sources, including roadways (Zinfandel Drive and US 50). The proposed project would not increase vehicle capacity on surrounding roadways, nor would it generate land use changes in the surrounding environment. It is not anticipated that the proposed project would permanently increase ambient noise levels in the proposed project area. Sensitive receptors and adjacent land uses would not perceive a permanent change in noise levels as a result of the proposed project.

The primary source of noise from the proposed project would result from construction activities. Noise from proposed project construction activities is anticipated to temporarily increase ambient noise levels in the vicinity of the proposed project site. Noise at the construction site would intermittently dominate the noise environment with varying levels of intensity. The degree of construction noise impacts would vary for different areas along the proposed project corridor, and for different construction activities. Noise from construction activities generally attenuate at a rate of 6 dBA per doubling distance.

Table 4.13-2 summarizes noise levels produced by construction equipment that is commonly used on bridge and trail construction projects and is representative of the equipment necessary for the proposed project construction. Construction equipment is expected to generate noise levels ranging from 80 to 89 dBA at a distance of 50 feet and noise produced by construction equipment would be reduced over distance at a rate of about six dBA per doubling of distance. General construction phases for typical roadway/highway projects and their estimated overall noise levels are summarized in Table 4.13-3, below.

The loudest construction activities for the proposed project would include excavation and foundation construction phases which would produce up to 88 dBA at 50 feet. Based on the loudest proposed construction activity, the closest sensitive receptor would experience maximum noise levels of approximately 88 dBA. Construction operations are anticipated during daylight hours only and would adhere to City standards (Monday to Friday, 6:00 a.m. to 8:00 p.m.).

Table 0-2. Typical Construction Equipment Noise Levels

Construction equipment	Noise level (dBA, Leq at 50 feet)
Jack Hammer	88
Bulldozers	85
Loader	85
Grader	85
Heavy Trucks	85
Excavator	85
Compaction Equipment	80
Backhoe	80
Drill Rig	85
Crane	85
Concrete pump	82
Paver	85
Pneumatic tools	85
Generators	82
Source: FTA, 2018	

Table 0-3. Typical Construction Phases and Noise Levels

Construction phase	Noise level (dBA, Leq at 50 feet)
Ground clearing	84
Excavation	88/78
Foundations	88
Erection	79/78
Finishing	84
Source: U.S. EPA, 1971.	

The proposed project would comply with the City Municipal Code, and Section 14-8.02, Noise Control, of the Caltrans Standard Specifications. In addition, the proposed project would implement best management practices (BMPs) and construction noise minimization measures.

The implementation of **Mitigation Measure NOI-1** would reduce impacts to less than significant levels.

b) **Less than Significant**. Equipment associated with high vibration levels (pile drivers) would be used for proposed project construction. Proposed construction activities would use

bulldozers, pile drivers, and other heavy tracked construction equipment, which would generate groundborne vibration (VdB) levels of 96 VdB (an equivalent of 0.06 inches per second) at 50 feet from construction areas (Caltrans, 2013). Groundborne vibrations dissipate rapidly with distance and vibration source levels are assumed to attenuate by two-thirds for each doubling distance from the vibratory source. The closest sensitive receptor to the proposed project is located approximately 300 feet to the north; therefore, sensitive receptors in the proposed project area would experience negligible changes in vibration due to groundborne noise levels generated by proposed project construction. The proposed project would have a less than significant effect in this regard and no mitigation measures would be required.

c) **Less than Significant**. The proposed project is located approximately 2 miles southwest of Mather Airport. Mather Airport is a public airport that specializes in cargo aviation. The Mather Airport Land Use Compatibility Plan (MALUCP) indicates that the proposed project site is not located in any of the noise exposure contours for Mather Airport runway. The proposed project site is located in the Airport Influence Area as well as within Safety Zone 6: Airport Traffic Pattern Zone, as designated by the MALUCP. Safety Zone 6 is the furthest zone from the airport and has the least stringent criteria standards.

The proposed project is located in a high noise environment due to its proximity to US 50 and Mather Airport. The proposed project would not include development of residential units, nor commercial or industrial structures for employment, but rather improve the active transport network that would provide non-motorized mobility opportunities. Therefore, no new population or jobs would be created by this proposed project that would result in new or expanded populations being introduced into an area within two miles of an airport. Operation of the proposed project would not expose people to noise levels beyond existing conditions at existing bicycle and pedestrian access at the proposed project site. Therefore, operation of the proposed project would not expose residents or workers to increased noise levels beyond what currently exists. Impacts would be less than significant in this regard, and no mitigation is required.

4.13.3 Mitigation Measures

Mitigation Measure NOI-1: The following control measures shall be implemented in order to minimize noise and vibration disturbances at sensitive receptors during periods of construction:

- Use newer equipment with improved muffling and ensure that all equipment items have the manufacturers' recommended noise abatement measures, such as mufflers, engine enclosures, and engine vibration isolators intact and operational. Newer equipment will generally be quieter in operation than older equipment. All construction equipment should be inspected at periodic intervals to ensure proper maintenance and presence of noise control devices (e.g., mufflers and shrouding, etc.).
- Utilize construction methods or equipment that provides the lowest level of noise and ground vibration impact.

- Turn off idling equipment.

4.13.4 References

Sacramento County. 2021. Mather Airport: Airport Land Use Compatibility Plan. Online: https://www.sacog.org/sites/main/files/file-attachments/draft_mather_alucp_210205.pdf?1613746501. Accessed: April 9, 2021.

Dewberry | Drake Haglan. 2021c. Noise Technical Memorandum.

4.14 Population and Housing

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Population and Housing – Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing people or housing units, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

4.14.1 Setting

The City had an estimated population of approximately 79,332 individuals and a total of 28,614 housing units as of 2020 (U.S. Census Bureau, 2020).[1] The proposed project site is located within two Census Tracts established during the 2020 U.S. Census, Census Tract 90.08 and Census Tract 90.10. Census tract 89.05 borders the study area on the northwest boundary and census tract 89.08 borders the study area on the northeast boundary (Figure 4.14-1).

Census Tract 90.08 had an estimated population of approximately 5,625 individuals with a total of 1,755 housing units as of 2020 Decennial Census. Census Tract 90.10 had an estimated population of approximately 5,997 individuals and a total of 2,749 housing units as of 2020 as of 2020 Decennial Census. Between 2010 and 2019, there was a 7.64 and 20.20 percent increase in the population of Census Tracts 90.08 and 90.10, respectively (U.S. Census Bureau, 2020). Additionally, between 2010 and 2019, there was a 0.58 and a 6.67 percent increase in housing in Census Tracts 90.08 and 90.10, respectively (U.S. Census Bureau, 2020).

The proposed project is included in and is consistent with the City's General Plan and the Folsom Boulevard Specific Plan. These plans have been prepared and approved by the City. The Rancho Cordova General Plan includes goals of establishing mixed-use development that facilitates walking or cycling via pleasant pedestrian- and cyclist-friendly infrastructure. The purpose of the proposed project is to encourage the use of alternative modes of transportation and improve connectivity and provide safe bicycle and pedestrian access along Zinfandel Drive at the proposed project site. As such, the proposed project is consistent with the City's General Plan.

[1] It should be noted that the California Department of Finance, in their most current estimate (January 1, 2024), estimates the City of Rancho Cordova to have a population of 82,109 residents and 30,751 residential units. Because this is an estimate, the U.S. Census Bureau's approved 2020 census track data is used in this setting discussion.



Census Tracts

Project Extent

89.05 89.08 90.08 90.10

0 0.175 0.35 0.7 Miles

Source: ESRI Online Basemap, World Imagery (Clarity) Map, Sacramento County Coordinate System NAD 83 State Plane California II FIPS 0402 Feet

Notes: This map was created for informational and display purposes only.

Zinfandel Drive Bicycle and Pedestrian Overcrossing Project
City of Rancho Cordova, CA

Census Tracts

Figure 4.14-1

4.14.2 Discussion

a) **No Impact**. The proposed project would not result in the permanent creation of new jobs that would induce substantial population growth. The proposed project is intended to encourage residents, visitors, and employees of the major employment centers in Rancho Cordova to bike or walk instead of driving. As such, the addition of the proposed overcrossing would neither directly nor indirectly induce substantial population growth. The City's General Plan states that a bicycle and pedestrian promenade will be developed across Highway 50, between Zinfandel Drive and the crossing of Folsom Boulevard that will connect the northern and southern portions of downtown (City of Rancho Cordova, 2006). The proposed project improvements would be consistent with the City's General Plan. The proposed project would not induce substantial unplanned population growth in the area and would have no impact upon population growth. No mitigation measures are required.

b) **No Impact**. The proposed project would construct a bicycle and pedestrian overcrossing over U.S. Route 50 and a Class 1 bicycle and pedestrian improvements connecting Folsom Boulevard with White Rock Road. The proposed project would not provide new housing units. The proposed project would not remove any existing housing units as it is an overcrossing over a Highway adjacent to established roads. The proposed project would not require the displacement of housing units or people within the proposed project area. Therefore, the proposed project would have no impact on displacing substantial numbers of existing people or housing units and would not necessitate the construction of replacement housing elsewhere. The proposed project would have no impact upon housing and no mitigation measures are needed.

4.14.3 Mitigation Measures

No mitigation measures regarding population and housing are required.

4.14.4 References

United States Census Bureau. 2021. ACS Demographic and Housing Estimates. Online: https://data.census.gov/cedsci/table?q=rancho%20cordova&g=1400000US06067009008,06067009010&tid=ACSDP5Y2010.DP05&hidePreview=true. https://data.census.gov/cedsci/table?q=rancho%20cordova&g=1400000US06067009008,06067009010&tid=ACSDP5Y2010.DP05&hidePreview=true Accessed: October 24, 2022.

Unites States Census Bureau. 2021. Quick Facts: Rancho Cordova city, California. Online: https://www.census.gov/quickfacts/fact/table/ranchocordovacitycalifornia/RHI225221. Accessed: October 24, 2022, 2021.

Federal Financial Institutions Examination Council (FFIEC). 2020. Geocode Map. Online: https://geomap.ffiec.gov/FFIECGeocMap/GeocodeMap1.aspx. Accessed: October 24, 2022.

City of Rancho Cordova. 2006. General Plan. Online: https://www.cityofranchocordova.org/home/showpublisheddocument?id=14279. Accessed: April 2, 2021.

4.15 Public Services

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Public Services —				
a) Would the project result in substantial adverse physical impacts associated with the provision of, or the need for, new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:				
i) Fire protection?	☐	☐	☒	☐
ii) Police protection?	☐	☐	☒	☐
iii) Schools?	☐	☐	☐	☒
iv) Parks?	☐	☐	☐	☒
v) Other public facilities?	☐	☐	☐	☒

4.15.1 Setting

City of Rancho Cordova Police Department

Police protection services in the City of Rancho Cordova are provided by the Rancho Cordova Police Department (RCPD). The RCPD is contracted through the Sacramento County Sheriff's Department to provide patrol, traffic enforcement, investigations, and administrative services to the City. RCPD is comprised of 55 sworn officers and 7 non-sworn staff (RCPD, 2024). The RCPD's goal is to maintain an average response time for Priority One calls for service of five minutes or less (City of Rancho Cordova, 2006a). The Rancho Cordova Police Station is located at 2897 Kilgore Road, approximately 1 mile northeast of the proposed project site.

Sacramento Metropolitan Fire Department

Emergency fire and medical services within Rancho Cordova are provided by the Sacramento Metropolitan Fire District (SMFD). SMFD encompasses approximately 417 square miles in the southern portion of Sacramento County and includes both urban and rural areas. SMFD has 42 fire stations with approximately 673 paid personnel on its staff. In the City's planning area, SMFD currently has seven fire stations (City of Rancho Cordova, 2006a). The closest fire station to the proposed project site is station 61 located at 10595 Folsom Boulevard, Rancho Cordova (Metro Fire Sacramento, 2021).

The SMFD has established a goal for a response time of five minutes or less for 80 percent of the time in the urbanized portions of the City. SMFD fire suppression equipment generally consists

of engines, aerial platform trucks, rescue boats, grass units, water tenders, and fully equipped Type 3 modular medical paramedic emergency response units. If a paramedic equipped engine is the first responder to an incident, the onboard paramedic provides emergency medical attention until a Type 3 modular unit arrives and assumes emergency medical service responsibilities (City of Rancho Cordova, 2006a).

Schools

The City of Rancho Cordova is served primarily by the Folsom Cordova Unified School District and the Elk Grove Unified School District. Folsom Cordova Unified School District has a current enrollment of 20,550 students and Elk Grove Unified School District has a current enrollment of 62,957 students (CDE, 2024). The proposed project site is located in the Folsom Cordova Unified School District (FCUSD). FCUSD consists of 21 elementary schools, 4 middle schools, 3 high schools, 7 alternative schools, and one charter school (FCUSD, 2024). The closest school to the proposed project site is White Rock Elementary School, located approximately 0.6 miles west of the proposed project site.

Parks

A detailed discussion of parks is provided below in **Section 4.16**, **Recreation**. The Cordova Recreation and Parks District (CRPD) provides comprehensive park development and maintenance services, as well as recreation programming for the City of Rancho Cordova. The City coordinates with CRPD in its land use authority to ensure that parkland dedication requirements are met and that parks are provided in accordance with the CRPD Master Plan and City policies on parks and open space (City of Rancho Cordova, 2006a). Major recreational opportunities in the City include bike trails, Folsom Lake State Recreational Area, and local parks.

The nearest recreation areas to the proposed project include a Class 1 bike trail, a Class 2 bike lane, a Class 3 bike route, and White Rock Community Park, all managed by CRPD.

4.15.2 Discussion

a) **Less than Significant Impact**. The proposed project involves the construction of a bicycle and pedestrian overcrossing and a Class 1 bicycle and pedestrian trail that would improve connectivity and provide safe bicycle and pedestrian access over US 50. Long-term operational demands of the proposed project would be minimal, as the proposed project is a bicycle and pedestrian overcrossing. The proposed project would not increase the need for fire protection, as the service needs would be similar to existing conditions after completion. Therefore, the proposed project would have no impact to fire protection services upon the completion of construction.

The proposed project would require partial lane closures along Zinfandel Drive, Gold Center Drive, Olson Drive, and Folsom Boulevard to complete bicycle and pedestrian improvements. Emergency access to, and through, the vicinity of the proposed project site may be temporarily inhibited during construction of the proposed project. Implementation of a Standard Construction Period Emergency Access Plan would ensure that traffic disruption impacts are minimized to a less than significant level and that fire and law enforcement services are not impacted by the proposed project.

Construction of the proposed project could result in accident or emergency incidents that would require emergency response, such as fire, police, medical, or hazardous waste services; however, construction activities would be short in duration. Traffic control would be present while traffic is moved onto the new alignment. Basic safety measures and best management practices (BMPs) would be implemented to reduce impacts to less than significant levels.

b) **Less than Significant Impact**. The proposed project involves the construction of a bicycle and pedestrian overcrossing and a Class 1 bicycle and pedestrian trail that would improve connectivity and provide safe bicycle and pedestrian access over US 50. Long-term operational demands of the proposed project would be minimal, as the proposed project is a bicycle and pedestrian overcrossing. The proposed project would not increase the need for police protection, as the service needs would be similar to existing conditions after completion. Therefore, the proposed project would have no impact to police protection services upon the completion of construction.

The proposed project would require partial lane closures along Zinfandel Drive, Gold Center Drive, Olson Drive, and Folsom Boulevard during construction. Emergency access to, and through, the vicinity of the proposed project site may be temporarily inhibited during construction of the proposed project. Implementation of a Standard Construction Period Emergency Access Plan would ensure that traffic disruption impacts are minimized to a less than significant level and that fire and law enforcement services are not impacted by the proposed project.

Construction of the proposed project could result in accident or emergency incidents that would require emergency response, such as fire, police, medical, or hazardous waste services; however, construction activities would be short in duration. Traffic control would be present while traffic is moved onto the new alignment. Basic safety measures and best management practices (BMPs) would be implemented to reduce impacts to less than significant levels.

c) **No Impact**. The proposed project would construct a new pedestrian overcrossing structure over US 50 and would establish a Class I bicycle and pedestrian trail from White Rock Road to Folsom Boulevard. The proposed project would not increase population, refer to **Section 4.14**, **Population and Housing**. The proposed project would not result in

an increase in school age children beyond what FCUSD currently provides for. Construction workers are anticipated to come from surrounding areas, and thus would not relocate to the proposed project vicinity. Therefore, temporary increase in school services would not occur. There would be no impact in regard to school service needs and no mitigation measures are required.

d) **No Impact.** The proposed project would not increase population, refer to **Section 4.14**, **Population and Housing**, and thus would not result in an increase in demand on parks and recreational facilities (refer to **Section 4.16**, **Recreation**, for further details). Therefore, the proposed project would not require the construction or expansion of recreational facilities beyond what is already proposed.

e) **No Impact**. The proposed project would construct a new bicycle and pedestrian overcrossing structure over US 50 and would establish a Class I bicycle and pedestrian trail from White Rock Road to Folsom Boulevard. The proposed project would not increase the need for other public services, as service needs would be similar to existing conditions. Therefore, the proposed project would have no impact to other public services upon the completion of construction. The proposed project would not increase the population, refer to **Section 4.14**, **Population and Housing**, and thus, would not result in an increase in the number of people that would use other public services such as libraries, public transportation, and other County services. Construction workers are anticipated to come from the surrounding areas and thus would not relocate to the proposed project vicinity.

4.15.3 Mitigation Measures

No mitigation measures regarding public services are required.

4.15.4 References

California Department of Education. 2024. Data Quest. 2022-2023 Year. Folsom Cordova Unified School District and Elk Grove Unified School District Enrollment by Ethnicity and Grade. Available Online: https://dq.cde.ca.gov/dataquest/dqcensus/EnrEthGrd.aspx?cds=3467330&agglevel=district&year=2022-23 and https://dq.cde.ca.gov/dataquest/dqcensus/EnrEthGrd.aspx?cds=3467314&agglevel=district&year=2022-23. Date Accessed: May 3, 2024.

City of Rancho Cordova. 2006a. General Plan Final Environmental Impact Report. Online: https://www.cityofranchocordova.org/home/showpublisheddocument/11095/635901751960370000. Accessed: October 26, 2022.

City of Rancho Cordova. 2006b. General Plan. Online: https://www.cityofranchocordova.org/home/showpublisheddocument?id=14279. Accessed: April 16, 2021.

City of Rancho Cordova. 2021c. Zoning Viewer. Online: https://www.arcgis.com/apps/webappviewer/index.html?id=f08b409f526741b0a5571e1fa90a6842. Accessed: April 16, 2021.

Folsom Cordova Unified School District (FCUSD). 2024. School District Information. Available Online: https://www.fcusd.org/district/about-us. Date Accessed: May 3, 2024.

Metro Fire Sacramento. 2021. Station Locations. Online: https://metrofire.ca.gov/maps. Accessed: April 16, 2021.

Rancho Cordova Police Department. 2024. About Us. Available Online: https://www.ranchocordovapd.com/about-us. Date Accessed: May 6, 2024.

4.16 Recreation

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Recreation —				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facilities would occur or be accelerated?	☐	☐	☐	☒
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	☐	☐	☒	☐

4.16.1 Setting

The City's Open Space Parks and Trails Element of the General Plan contains goals and policies established to maintain existing open space and natural recreational areas, in addition to creating more recreational areas for the enjoyment of residents and the protection of the environment. The Cordova Recreation and Parks District (CRPD) provides comprehensive park development and maintenance services, as well as recreation programming for the City of Rancho Cordova. The City coordinates with CRPD in its land use authority to ensure that parkland dedication requirements are met and that parks are provided in accordance with the CRPD Master Plan and City policies on parks and open space. Major recreational opportunities in the City include bike trails, Folsom Lake State Recreational Area, and local parks.

The nearest recreation areas to the proposed project include a Class 1 bike trail, a Class 2 bike lane, a Class 3 bike route, and White Rock Community Park, all managed by Cordova Recreation and Parks District. The Class 1 bike trail is located approximately 2,000 feet north of the proposed project. The Class 2 bike lane is located along Zinfandel Drive at the proposed project site. The Class 3 bike route is located approximately 500 feet south of the proposed project site along Zinfandel Drive. White Rock Community Park is located approximately 3,000 feet southwest of the proposed project site.

4.16.2 Discussion

a) **No Impact**. The proposed project would not involve the construction of new housing or other facilities that would increase traffic to existing recreational. The proposed project consists of constructing a new bicycle and pedestrian recreational facility to serve residents of Rancho Cordova. Thus, it would not increase the use of or contribute to the physical deterioration of other existing parks or recreational facilities. The proposed project would result in no impact, and no mitigation would be required.

b) **Less than Significant**. The proposed project intends to encourage the use of alternative modes of transportation for resident, visitors, and employees of the major employment centers within the City. The proposed project would serve the community as both a recreational facility as well as active transportation corridor. The proposed project intends to improve connectivity in the City as well as improve safety for bicycle and pedestrian access along Zinfandel Drive at the proposed project site.

Operations would be similar to existing conditions upon completion. The proposed project is intended to encourage residents, visitors, and employees of the major employment centers in Rancho Cordova to bike or walk instead of driving. The proposed project would not contribute to an increase in population, nor would it result in an increase in demand on existing recreational facilities. No additional recreational facilities would be required to be created as a result of the proposed project. Construction workers brought to the area for the temporary construction period are anticipated to come from the surrounding area and would not relocate. Therefore, an increased demand on recreational facilities would not occur. No mitigation measures are required.

4.16.3 Mitigation Measures

No mitigation measures regarding recreational facilities are required.

4.16.4 References

City of Rancho Cordova. Zoning Viewer. Online: https://www.arcgis.com/apps/webappviewer/index.html?id=f08b409f526741b0a5571e1fa90a6842. Accessed: April 13, 2021.

City of Rancho Cordova. 2006b. Rancho Cordova General Plan. Online: https://www.cityofranchocordova.org/home/showpublisheddocument?id=686. Accessed: April 13, 2021.

4.17 Transportation

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Transportation – Would the project:				
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☐	☒
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d) Result in inadequate emergency access?	☐	☐	☒	☐

4.17.1 Setting

The proposed project would consist of a new bicycle and pedestrian overcrossing that would cross over US 50 as well as a Class I bicycle and pedestrian trail from White Rock Road to Folsom Boulevard. The proposed project is located in central Rancho Cordova, Sacramento County, California. This proposed project does not involve any improvements to existing roadways.

Roadways

The proposed project would connect Folsom Boulevard to White Rock Road and would cross over US 50. The proposed project area spans multiple major local and regional roadways, including Zinfandel Drive, White Rock Road, Gold Center Drive, US 50 on- and off-ramps, Olson Drive, and Folsom Boulevard as well US 50.

US 50 is an east-west multi-lane freeway beginning just west of the City of Sacramento and continuing east through Sacramento County and El Dorado County to Lake Tahoe and beyond. In the Rancho Cordova area, US 50 varies between an eight-lane facility and a six-lane facility with the addition of two high occupancy vehicle (HOV) lanes east of Sunrise Boulevard. Zinfandel Drive is a four-lane major road from International Drive to Folsom Boulevard. The US 50/ Zinfandel Drive interchange is an L-9 configuration with loop on-ramps in the northeast and southwest quadrants and diagonal ramps in all four quadrants. White Rock Road is a two-lane local road between International Drive and Zinfandel Drive, a six-lane secondary road between Zinfandel Drive and Sunrise Boulevard, and a two-lane rural road east of Sunrise Boulevard. Folsom Boulevard parallels US 50 from Business 80 in Downtown Sacramento to Folsom. Folsom

Boulevard is generally a four-lane major road within the City of Rancho Cordova (City of Rancho Cordova, 2006a).

Bicycle and Pedestrian Facilities

Existing bicycle and pedestrian facilities along Zinfandel Drive are shown below in Table 4.17-1:

Table 4.17-1: Existing Bicycle and Pedestrian Facilities in Project Area

Limits	Bicycle and Pedestrian Facilities Along SB Zinfandel	Bicycle and Pedestrian Facilities Along NB Zinfandel
From White Rock Road to Eastbound US 50 Ramps	6' Sidewalk 6' Class 2 Bike Lane	7' Sidewalk 6' Class 2 Bike Lane
Eastbound US 50 Ramps to Westbound US 50 Ramps	6' Sidewalk 6' Class 2 Bike Lane	5' Sidewalk on existing overcrossing 7' Sidewalk off existing overcrossing 6' Class 2 Bike Lane
Westbound US 50 Ramps to Olson Drive	6' Sidewalk 6' Class 2 Bike Lane	6' Sidewalk 6' Class 2 Bike Lane
Olson Drive to Folsom Boulevard	8' Sidewalk 6' Class 2 Bike Lane	5' Sidewalk No Bike Lane

4.17.2 Discussion

a) **No Impact**. The proposed project would establish a Class 1 bicycle and pedestrian trail from White Rock Road to Folsom Boulevard. The proposed project would connect existing Class 2 bikeway facilities within the City and would provide safe bicycle and pedestrian access along Zinfandel Drive at the proposed project site. The proposed project intends to improve connectivity between the primarily business areas south of US 50 and the mass transit centers, residences, and commercial areas north of US 50 as well as encourage the use of alternative modes of transportation within the City. The proposed project would provide safe and improved access for both recreational and commuting bicyclists and pedestrians. The proposed project would not conflict with any adopted plan, policy, or ordinance, and therefore the proposed project would have no impact.

b) **Less than Significant**. Transportation projects that can be presumed to lower VMT or have no effect on it, such as bicycle and pedestrian projects, transit improvements, and minor operational improvements, as defined in the State of California Governor's Office of Planning and Research (OPR) Technical Advisory (OPR, 2018), should be expected to cause a less than significant impact and would not require further VMT analysis. Specifically, projects that would not lead to a substantial or measurable increase in VMT, include:

- Addition of Class I bicycle paths, trails, multi-use paths, or other off-road facilities that serve non-motorized travel.

- Addition of new or enhanced bicycle or pedestrian facilities on existing streets/highways that serve non-motorized travel.

The proposed project would improve connectivity between the areas south of US 50 and the areas north of US 50 by constructing a Class I bicycle and pedestrian trail. The purpose of the proposed project is to encourage the use of alternative modes of transportation for residents, visitors, and employees of the major employment centers within the City. It is needed to improve connectivity and provide safe bicycle and pedestrian access along Zinfandel Drive.

During construction, temporary lane closures would be necessary along Zinfandel Drive, Gold Center Drive, Olson Drive, and Folsom Boulevard to complete bicycle and pedestrian improvements. The full closure of roadways in the proposed project area is not anticipated during project construction; however, Gold Center Drive, Olson Drive, and US 50 on- and off-ramps may experience short closures during traffic control transitions and the installation of proposed undercrossings. Additionally, a temporary, nighttime closure of US 50 may be required for the installation and removal of the bridge falsework needed to construct concrete elements on the new bridge. All temporary traffic control equipment and procedures would comply with the 2018 Caltrans Standard Specification and access to all adjacent residential, commercial, and public properties would be maintained throughout construction. These lane closures would be temporary in nature and are considered to have a minimal effect on VMT during project construction. Construction related impacts are considered less than significant and no mitigation is required.

Upon completion of construction, the proposed project would result in an improved connection of bicycle and pedestrian access over US 50. No changes to the existing roadways would occur, beyond the multipurpose path access points. In addition, as stated above, the construction of Class I bicycle paths, trails, multipurpose paths, or other off-road facilities that serve non-motorized travel would not lead to a measurable increase in VMT. Therefore, the proposed project's impacts to VMT would be less than significant and no mitigation is required.

c) **Less than Significant**. No changes to the existing roadways would occur, beyond conformance of the existing roadways with the multipurpose path access points. During construction, there could be conflict with construction equipment and adjacent land uses. Construction equipment would be confined to the proposed project site and staging areas and would not conflict with other vehicles moving through the proposed project site. Potential conflicts in movement of construction equipment and other roadway vehicles would cease upon construction completion. Impacts are less than significant in this regard and no mitigation measures are required.

Design features of the proposed project would not result in conflicts of movement, nor would it result in increased hazards at intersections. The proposed project would not generate vehicular traffic. The proposed project would result in a connection in the regional active transportation network. The proposed project would provide safer routes for pedestrian and bicycle access through the proposed project site, which would ultimately reduce existing conflicts between vehicles and pedestrians and cyclists. Providing safer pedestrian and bicycle access through the proposed project site is a goal in the City General Plan, City's Bicycle and Pedestrian Master Plan, and Sacramento County General Plan. This would ultimately be beneficial to the City of Rancho Cordova. Impacts would be less than significant. No mitigation measures are required.

d) **Less than Significant.** As discussed above, the proposed project would require partial lane closures along Zinfandel Drive, Gold Center Drive, Olson Drive, and Folsom Boulevard to complete bicycle and pedestrian improvements. The full closure of roadways in the proposed project area is not anticipated during project construction; however, Gold Center Drive, Olson Drive, and US 50 on- and off-ramps may experience short closures during traffic control transitions and the installation of proposed undercrossings. Additionally, a temporary, nighttime closure of US 50 may be required for the installation and removal of the bridge falsework needed to construct concrete elements on the new bridge. All temporary traffic control equipment and procedures would comply with the 2018 Caltrans Standard Specification and access to all adjacent residential, commercial, and public properties would be maintained throughout construction. These would be temporary in nature and may increase emergency response times during construction. Any increase in emergency response times would cease upon construction completion. The proposed project would be coordinated with the Sacramento Metropolitan Fire District, Rancho Cordova Police Department, and other law enforcement or emergency service providers within the area; therefore, the proposed project's impact on emergency access would be less than significant.

4.17.3 Mitigation Measures

No mitigation measures regarding transportation are required.

4.17.4 References

City of Ranch Cordova. 2016. Bicycle Master Plan. Online: https://www.cityofranchocordova.org/home/showdocument?id=11416 Accessed: February 10, 2021.

City of Ranch Cordova. 2011. Pedestrian Master Plan. Online: https://www.cityofranchocordova.org/home/showdocument?id=9256. Accessed: February 10, 2021.

City of Rancho Cordova. 2006a. General Plan Draft Environmental Impact Report 4.5 Transportation and Circulation. Online:

https://www.cityofranchocordova.org/home/showpublisheddocument/11095/635901751960370000. Accessed: October 26, 2022, 2021.

City of Rancho Cordova. 2006a. General Plan. Online: https://www.cityofranchocordova.org/home/showpublisheddocument?id=14279. Accessed: February 10, 2021.

Sacramento County. 2011. General Plan of 2005-2030. Online: https://planning.saccounty.net/PlansandProjectsIn-Progress/Documents/General%20Plan%202030/2030%20General%20Plan%20Exec%20Summary.pdf. Accessed: February 10, 2021.

4.18 Tribal Cultural Resources

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Tribal Cultural Resources — Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resource Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☐	☒	☐
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resources to a California Native American tribe.	☐	☒	☐	☐

4.18.1 Setting

A tribal cultural resource (TCR) is defined as a site, feature, place, cultural landscape, or sacred place or object that has cultural value to California Native American tribes. In order to be considered a TCR, the resource must be included in or determined eligible for inclusion in the CRHR or is in included in a local register of historical resources. Pursuant to Public Resource Code (PRC) §2107, a TCR is defined as either:

1. A site, feature, place, cultural landscape, sacred place, or object that has cultural value to California Native American Tribes that is included or determined to be eligible for inclusion in the California Register of Historical Resources (California Register) or a local register of historical resources.
2. A resource determined by the lead agency to be significant and is supported by substantial evidence.
3. A geographically defined cultural landscape that meets the criteria set forth in PRC §21074.
4. A historical resource described in PRC §21084.1, a unique archeological resource or "nonunique archaeological resource" described in PRC §21083.2 (g) and (h).

The CEQA Guidelines state that California Native American tribes traditionally and culturally affiliated with a geographic area may have expertise concerning their TCRs. Lead agencies shall consult with these tribes who respond in writing and requests the consultation within 30 days of receipt of the formal notification of the project (PRC §21080.3.1). Traditionally and culturally affiliated tribes of a project area may suggest mitigation measures, including, but not limited to, those recommended in §21084.3.

Assembly Bill (AB) 52 Consultation

As part of the effort to identify any TCRs that may be within the proposed project area, a Sacred Lands File search was conducted by the NAHC in August 2020. The search found no known TCRs in or near the proposed project site.

Assembly Bill 52 (AB 52) went into effect on July 1, 2015, and established a consultation process with all California Native American Tribes on the NAHC List for federal and non-federal tribes (13.5 PRC §§ 21073, 21074, 21080.3, 21084). Once the tribe is notified of a project, the tribe has 30 days to request a consultation. The consultation process ends when either the parties agree to mitigation measures or avoid a significant effect on tribal cultural resources or a party, acting in good faith and after reasonable effect, concludes that mutual agreement cannot be reached.

On September 30, 2020, the City of sent letters to the tribes that had requested AB 52 consultation with the City: Ione Band of Miwok Indians, Wilton Rancheria, and the United Auburn Indian Community of the Auburn Rancheria (UAIC). The NAHC provided a list of eight Native American representatives. Pursuant to PRC § 21080.3, on November 6, 2020, the City sent letters to the Native American tribes in the list provided by the NAHC, who had not been sent letters in September. The letters notified the tribes of an AB 52 project and requested they respond if they had information regarding Tribal Cultural Resources.

Between December 7 and December 11, 2020, followed up emails and/or phone calls were made to the parties mentioned above. On December 8, 2020, Pamela Cubbler, Treasurer of Colfax Todds Valley Consolidated Tribe, sent an email requesting a copy of the Pedestrian Survey Report. On the same day, a reply was sent via email explaining that the Pedestrian Survey Report was not yet complete, but some data was provided from the in-progress report to Ms. Cubbler, and an offered to email the report when it was finished.

On December 11, 2020, Mike DeSpain of the Buena Vista Rancheria of Me- Wuk Indians emailed requesting to be kept informed of groundbreaking activities for the project and wanted to know if the cultural resource study was going to be released at the same time the project starts. On the same day, email was sent to Mr. DeSpain offering a copy of the cultural resources report when it is completed; and stated that at that time, the start date of the project is known.

On November 4, 2020, Anna Starkey, Cultural Regulatory Specialist with the UAIC, sent an email and attached letter that verified receipt of the Section 106/AB52/Sacred Lands File letter and stated they had no record of a Sacred Land in their files for the project. Ms. Starkey recommended the City contact the Shingle Springs Rancheria and recommended incorporating mitigation measures regarding Unanticipated Discoveries (which were provided as an attachment to the email) into the cultural resources section of CEQA document the City was

preparing. Ms. Starkey also requested that copies of draft documents be sent to the UAIC before being released to the public. Ms. Starkey stated that if no cultural resources were identified as a result of the project and the City agreed to the mitigation measures discussed, consultation for the project could then close.

On January 06, 2021, Edgar Medina from the City emailed Ms. Starkey and responded to her request to consult on the project by requesting a copy of the unanticipated discoveries mitigation measures for review and consideration. In addition, Edgar Medina accepted Ms. Starkey's request to have public documents reviewed by the UAIC when they are ready for review. The same day, Ms. Starkey emailed Edgar Medina with the UAIC's unanticipated discoveries mitigation measures that they would like to see incorporated in the Tribal Cultural Resources chapter of the CEQA document. On January 07, 2021, Edgar Medina emailed Ms. Starkey that the City decided to incorporate the mitigation measures into the CEQA document, and the City will notify Ms. Starkey when the document is ready for review.

On January 04, 2021, an email was received from Ms. Mayberry from Wilton Rancheria in which she requested to be consulted and provided questions about the proposed project. Ms. Mayberry wanted to know where and how deep the planned subsurface impacts will be. Wilton Rancheria's main concern is for deep buried resources since most of modern roads were made from existing Native American trade and hunting routes. On January 06, 2021, Mr. Medina, from the City, emailed Ms. Mayberry acknowledging receipt of Wilton Rancheria's request for consultation and asked to hear any concerns Wilton Rancheria may have on the proposed project. Edgar Medina requested confirmation that Ms. Mayberry is the designated lead contact for the tribe and he answered her initial questions: A) the planned subsurface impacts entail the construction of a Class I pedestrian overcrossing over highway 50, and they anticipate that subsurface excavations will occur at the existing on and off ramps existing bridge abutments, and B) it is anticipated that the proposed project will have excavation depths of 15' to 20' in previously engineered filled areas such as an existing on and off ramps to the highway and bridge abutments. No further response from Wilton Rancheria has been received.

Field Survey

On September 07, 2020, an intensive pedestrian survey was conducted of the proposed project area. The majority of the proposed project is in paved road, and it includes structures that cover the ground surface. The only areas within that are not paved over are the three potential staging areas. These staging areas' parcels were subject to a more intensive pedestrian survey. No prehistoric or historic archaeological resources were encountered during the pedestrian survey.

4.18.2 Discussion

a) Less than Significant. On July 31, 2020, a records search for the proposed project was completed by the North Central Information Center at California State University, Sacramento. The records search identified a historic-period mining district (CA-SAC-308H) which encompasses the proposed project area, but no district-associated resources have been documented within, or adjacent to, the proposed project area of direct impact. Visual inspection of unpaved areas within area was unconstrained. No cultural resources or historic properties were identified as a result of this investigation. Therefore, impacts would be less than significant, and no mitigation is required.

b) **Less than Significant with Mitigation**

On August 12, 2020, a request for a sacred land search and Section 106 consultation outreach list was submitted to the Native American Heritage Commission (NAHC). The NAHC search was negative for sacred lands. The field survey conducted in September 2020 did not identify any tribal cultural resources, artifacts, or culturally modified soil indicators.

No tribal cultural resources were identified as a result of the field survey, record searches or consultation. However, the City coordinated with the UAIC via email and received mitigation measures recommended for the proposed project. These measures address inadvertent discoveries and the inclusion of a tribal cultural resources section in the Worker Environmental Awareness and Protection training, and a request for a post-ground disturbance site visit. Due to the nature of the proposed project, there is the potential to encounter previously unknown tribal cultural resource. Therefore, through the implementation of **Mitigation Measure TCR-1 and CUL-4**, the proposed project would have a less than significant impact on tribal cultural resources.

4.18.3 Mitigation Measures

Implement **Mitigation Measure CUL-4**, as described in **Section 4.5, Cultural Resources**, above. Additionally, the following mitigation measure was developed in consultation with the tribes and is intended to address the evaluation and treatment of inadvertent/unanticipated discoveries of potential tribal cultural resources (TCRs), archaeological, or cultural resources during a project's ground disturbing activities.

Mitigation Measure TCR-1: If any suspected TCRs are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find, or an agreed upon distance based on the proposed project area and nature of the find. A Tribal Representative from a California Native American tribe that is traditionally and culturally affiliated with a geographic area shall be immediately notified and shall determine if the find is a TCR (PRC §21074). The Tribal Representative will make recommendations for further evaluation and treatment as necessary.

When avoidance is infeasible, preservation in place is the preferred option for mitigation of TCRs, and every effort shall be made to preserve the resources in place, including through project redesign, if feasible. Culturally appropriate treatment may be, but is not limited to, processing materials for reburial, minimizing handling of cultural objects, leaving objects in place within the landscape, or returning objects to a location within the proposed project area where they will not be subject to future impacts. Permanent curation of TCRs will not take place unless approved in writing by the California Native American Tribe that is traditionally and culturally affiliated with the proposed project area.

The contractor shall implement any measures deemed by the CEQA lead agency to be necessary and feasible to preserve in place, avoid, or minimize impacts to the resource, including, but not limited to, facilitating the appropriate tribal treatment of the find, as necessary. Treatment that preserves or restores the cultural character and integrity of a TCR may include Tribal Monitoring, culturally appropriate recovery of cultural objects, and reburial of cultural objects or cultural soil.

4.18.4 References

InContext. 2021a. Archaeological Survey Report: Zinfandel Drive Bicycle and Pedestrian Overcrossing Project. Federal Project No. HIPSTPL-5482(043).

4.19 Utilities and Service Systems

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Utilities and Service Systems – Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☐	☒
c) Result in a determination by the wastewater treatment provider that would serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	☒
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

4.19.1 Setting

The Sacramento County Water Agency (SCWA) provides primary water service to the City's planning area. Other agencies, including the California-American Water Company, the Golden State Water Company, and Omochumne-Hartnell Water District provide water service to portions of the City not served by SCWA. The proposed project site is within the Golden State Water Company Water District (City of Rancho Cordova, 2006b).

Regional San provides wastewater conveyance and treatment services to the residential, industrial, and commercial customers in the City. Regional San's contributing agencies include the Sacramento Area Sewer District (SASD) (Regional San, 2021). The proposed project is located within the Sacramento Area Sewer District (SASD) service area (SASD, 2021). The SASD collects local wastewater in the City of Rancho Cordova. Wastewater collected by the SASD goes through a series of pump stations on its way to the Sacramento Regional Wastewater Treatment Plant (SRCSD, 2021).

The Sacramento Municipal Utility District (SMUD) is the primary provider of electric service in the City and works closely to the city to ensure a reliable power supply for all residents. Pacific Gas and Electric Company (PG&E) provides natural gas to all customers in the City. PG&E also owns and maintains some of the City's electrical facilities. Several companies in the City's planning area, including Comcast and AT&T provide cable and telephone services (City of Rancho Cordova, 2006b). In addition, Caltrans has recently installed a fiber optic line along US 50 through the proposed project site. Fiber optic cables can carry more information and help improve network connections which replaced the existing copper communication lines.

The City's solid waste service is provided to residents by Republic Services, Inc. The City adopted a Construction & Demolition Debris Reduction, Reuse, Recycling Ordinance in 2011, which requires that a minimum of 50% of the waste generated from certain construction and demolitions projects is recycled. Compliance includes hiring a waste hauler or a combination of waste haulers to haul all waste and recyclable materials generated to recycling and disposal facilities, complete and submit a Waste Management Plan to the Building and Safety Division, pay a $40 per parcel Applicant Fee, and Create an account and a new project at RanchoCordova.WasteTracking.com (City of Rancho Cordova, 2021b).

4.19.2 Discussion

a) **Less than Significant**. Multiple existing surface and underground utilities are present in the proposed project area. Surface and underground utilities include communication, water, sewer, and electrical lines. Much of the anticipated utility relocation associated with the proposed project would include adjusting existing surface utility poles, boxes, meters, and drainage along Zinfandel Drive to correspond with the proposed bicycle and pedestrian facilities. Additionally, existing fire hydrants would be shifted as a result of the proposed project improvements. The need for the relocation of underground and overhead utilities at the proposed project site is to be determined and the City would coordinate all relocation needs with the specific service provider (i.e., Sacramento Municipal Utility District).

   Operations would be similar to existing conditions upon construction completion. The proposed project would result in a minimal increase in impervious surfaces from the Class 1 trail, which could cause an increase in surface water runoff leaving the proposed project site. Modifications to the existing drainage features would be conducted to make them suitable and to handle the small incremental increase in runoff. The proposed project would not generate wastewater nor increase water demand and therefore would not require the construction of additional wastewater or water treatment facilities. Operations of the proposed project would not increase the demand for water, electrical power, natural gas, or other telecommunication facilities. Thus, the proposed project

would not require the expansion of construction of new facilities. Operational impacts would be less than significant, and no mitigation measures are required.

Non-potable water use would be required for fugitive dust control during project construction. See **Section 4.3**, **Air Quality**, for more information regarding fugitive dust control BMPs. Water supplies during construction are typically trucked to the site from outside sources that supply water for construction activities. This use of water would occur during the construction period and would cease upon construction completion. Potable water would be required during construction for workers. Typically, potable water is brought to the site in bottles or other potable water vessels. Water use at the proposed project site would cease upon construction completion. No new or expanded water facilities would be required.

During construction, port-a-potties are typically used at construction sites; however, they are removed once construction is completed. These facilities are operated by private companies that provide cleaning services; thus, the proposed project would not increase wastewater service demand during construction. No new or expanded facilities would be required.

The proposed project would not result in the need for new or expanded water, wastewater treatment, or other utility facilities. Impacts from the proposed project would be less than significant. No mitigation is required.

b) **No Impact**. The proposed project would construct a new pedestrian overcrossing structure over US 50 and would establish a Class I bicycle and pedestrian trail from White Rock Road to Folsom Boulevard. The proposed project would not result in new, permanent water demand directly or indirectly. Use of non-potable water would be used for fugitive dust control measures (see **Section 4.3**, **Air Quality**, for more information regarding dust control). Potable water supplies during construction are used for construction workers. Water supplies during construction is typically trucked to the site from outside sources that supply water to construction activities. This use of water would occur during the construction period of the proposed project and would cease upon construction completion. No impact would occur to existing water supplies. No mitigation is required.

c) **No Impact**. The proposed project would construct a new pedestrian overcrossing structure over US 50 and would establish a Class I bicycle and pedestrian trail from White Rock Road to Folsom Boulevard. Upon construction completion, the proposed project would not generate wastewater; thus, it would not require wastewater treatment services. During construction, port-a-potties are typically used at construction sites; however, they are removed once construction is completed. These facilities are operated

by private companies that provide cleaning services; thus, the proposed project would not increase wastewater service demand during construction. There would be no impact and no mitigation measures are required.

d) **No Impact**. The proposed project would construct a new pedestrian overcrossing structure over US 50 and would establish a Class I bicycle and pedestrian trail from White Rock Road to Folsom Boulevard. The proposed project operations would not generate substantial amounts of solid waste beyond trash that multipurpose path users may inadvertently drop on the route. Impacts are considered less than significant, and no mitigation is required.

The proposed project involves primarily excavation, installation of a bicycle and pedestrian overcrossing, and two to three undercrossings at Gold Center Drive and US 50 on- and off-ramps. There is no demolition of any building structures associated with the proposed project or other elements that would generate substantial solid waste. The nearest landfill is the Kiefer Landfill, located at 12701 Kiefer Boulevard, Sloughhouse, CA 95683, approximately 7 miles southeast of the proposed project site. This landfill is operated by Sacramento County (City of Rancho Cordova, 2006b). The proposed project would not generate solid waste in excess or impair the attainment of solid waste reduction goals. Therefore, there would be no impact, and no mitigation is required.

e) **No Impact**. The proposed project would be a pedestrian overcrossing structure over US 50 and would establish a Class I bicycle and pedestrian trail from White Rock Road to Folsom Boulevard. As discussed under subsection d, above, the proposed project would not generate substantial amounts of solid waste and the contractor would be required to comply with federal, State, and local waste management and reduction statutes and regulations. Therefore, the proposed project would not conflict with statutes and regulations related to solid waste. There would be no impact. No mitigation measures are required.

4.19.3 Mitigation Measures

No mitigation measures regarding utilities are required.

4.19.4 References

Caltrans. 2022. U.S. Highway 50 Fiber Optics Project. Online: . Accessed: November 7, 2022.

City of Rancho Cordova. 2006b. General Plan. Online: https://www.cityofranchocordova.org/home/showpublisheddocument/14279/636820350426270000. Accessed: October 25, 2021

City of Rancho Cordova. 2021b. Rancho Recycles. Online: https://www.cityofranchocordova.org/departments/public-works/services-and-programs/rancho-recycles. Accessed: October 27, 202.

Regional San. 2021. About Us. Online: https://www.regionalsan.com/about-us. Accessed: October 27, 2021.

Sacramento Area Sewer District. 2021. Sacramento Area Sewer District Service Area. Online: https://www.sacsewer.com/sites/main/files/file-attachments/sasd_servicearea_20210208.pdf?1612892152. Accessed: October 27, 2021.

Sacramento Regional County Sanitation District (SRCSD). 2021. A Guide to the Sacramento Region's Sewer Services. Online: https://www.regionalsan.com/sites/main/files/file-attachments/guidetoservices_1.pdf. Accessed: October 27, 2021.

4.20 Wildfire

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Wildfire – If located in or near sate responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☒	☐
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

4.20.1 Setting

The proposed project site is served by the Sacramento Metropolitan Fire District (SMFD). The SMFD operates 41 staffed fires stations in Sacramento County. Sacramento Metro Fire District Station 61 is located approximately 2,000 feet northwest of the proposed project site and is the closest station to the proposed project site. In addition, Sacramento Metro Fire District Station 66 is located approximately 5,000 feet southeast of the proposed project site.

According to the CalFire Fire Hazard Severity Zones Map, the proposed project site is not located in or near a State Responsibility Area (SRA) or lands classified as Very High Fire Hazard Severity Zones. The City of Rancho Cordova in located in a Non-Very High Fire Hazard Severity Zone (NVHFHSZ) in a Local Responsibility Area (LRA). There are no areas in Rancho Cordova categorized as a Very High Fire Hazard Severity Zone.

Although this CEQA topic only applies to area within an SRA or Very High Fire Hazard Severity Zones, out of an abundance of caution, these checklist questions are analyzed below.

4.20.2 Discussion

a) **Less than Significant**. The proposed project would construct a new bicycle and pedestrian overcrossing over US 50, along with approximately 3,200 feet of Class 1 bicycle and

pedestrian improvements. The proposed project would improve the active transportation network in the City, and would not hinder continued use of Zinfandel Drive, US 50, White Rock Road, Olson Drive, Gold Center Drive or Folsom Boulevard. The proposed project would not increase capacity along any of the adjacent roadways that could increase traffic and congestion. The proposed project would not impair an adopted emergency response plan or emergency evacuation plan, as operations on adjacent roadways would remain the same as existing conditions. Therefore, the proposed project would have no impact to emergency response plans or emergency evacuation plans upon the completion of construction.

During construction, temporary lane closures would be necessary along Zinfandel Drive, Gold Center Drive, Olson Drive, and Folsom Boulevard to complete bicycle and pedestrian improvements. The full closure of roadways in the proposed project area is not anticipated during project construction; however, Gold Center Drive, Olson Drive, and US 50 on- and off-ramps may experience short closures during traffic control transitions and the installation of proposed undercrossings. Additionally, a temporary, nighttime closure of US 50 may be required for the installation and removal of the bridge falsework needed to construct concrete elements on the new bridge. If falsework is required to construct the proposed bridge, a detour would be established along Zinfandel Drive, Folsom Boulevard, and Sunrise Boulevard (**Figure 2-2**) during installation and removal of falsework. The proposed project would be coordinated with the Rancho Cordova Police Department, Sacramento Metropolitan Fire District, and other law enforcement or emergency service providers within the area through a standard Construction Period Emergency Access Plan. The proposed project would have a less than significant impact, and no mitigation is required.

b) **Less than Significant**. The proposed project would construct a new bicycle and pedestrian overcrossing over US 50, along with approximately 3,200 feet of Class 1 bicycle and pedestrian improvements. The proposed project site's slope, prevailing winds, or other factors that exacerbate wildfire risks and expose the proposed project site and surrounding area to pollutant concentrations from a wildfire or the uncontrolled spread of wildfire would be similar to existing conditions upon completion of construction. Therefore, operation of the proposed project would have no impact in this regard.

Construction activities involving vehicles, heavy machinery, and personnel smoking at the proposed project site could result in the ignition of a fire. During construction, heavy equipment and passenger vehicles driving on vegetated areas prior to clearing and grading could increase the risk of fire. Heated mufflers and improper disposal of cigarettes could potentially ignite surrounding vegetation. Proposed project coordination with the City and the implementation of BMPs would reduce the potential for construction

activities to result in severe fires. Impacts would be less than significant, and not mitigation is required.

c) **No Impact.** The proposed project would construct a new bicycle and pedestrian overcrossing over U.S. Route 50 (US 50), along with approximately 3,200 feet of Class 1 bicycle and pedestrian improvements. The proposed project site is in an already urbanized area and would not require the installation or maintenance of associated infrastructure that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment. Impacts from the proposed project implementation would have no impacts relative to this topic and no mitigation measures are required.

d) **No Impact**. The proposed project would construct a new bicycle and pedestrian overcrossing over U.S. Route 50 (US 50), along with approximately 3,200 feet of Class 1 bicycle and pedestrian improvements. The proposed project is located in the City of Rancho Cordova in an urbanized area with relatively flat terrain. The proposed project would not exacerbate existing downstream flooding risk or landslides as a result of run-off, post -fire slope instability or drainage changes. The proposed project would not substantially increase stormwater runoff, result in drainage pattern changes, or result in a population increase that would ultimately expose people or structures to significant risks.

During construction, construction workers would be present on site; however, this increase in workers would be temporary in nature. The risks associated with runoff, slope instability, and drainage changes within the proposed project site during construction would be similar to existing conditions. Therefore, the proposed project would have a less than significant impact in this regard and no mitigation measures are required.

4.20.3 Mitigation Measures

No mitigation measures regarding Wildfire are required.

4.20.4 References

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4.21 Mandatory Findings of Significance

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Mandatory Findings of Significance –				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐
c) Have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

4.21.1 Setting

Per CEQA regulations and guidelines, the Lead Agency must summarize the finding of significance from earlier sections and must consider potential cumulatively considerable effects for environmental impact reports (EIRs) and in the discussion section below. Even though this environmental document is an IS/MND and not an EIR, the potential for cumulatively considerable effects is analyzed below.

4.21.2 Discussion

a) **Less than Significant with Mitigation**. Per the impact discussions in the Biological, Cultural Resources, and Tribal Cultural Resources sections, the potential of the proposed project to substantially degrade the environment or eliminate major periods of California history or prehistory would be less than significant with mitigation incorporated**.**

b) **Less than Significant**. The proposed project is located in the City of Rancho Cordova, Sacramento County. The purpose of the proposed project is to encourage the use of alternative modes of transportation for residents, visitors, and employees of the major employment centers within the City. The proposed project would construct a new pedestrian overcrossing structure over US 50, offset to the east of the existing Zinfandel

Overcrossing and would establish a Class I bicycle and pedestrian trail from White Rock Road to Folsom Boulevard. The proposed overcrossing structure would be located parallel to, and just east of, Zinfandel Drive, and would be designed according to existing City, Caltrans, AASHTO, and ADA standards. Operations of surrounding roadways would be similar to existing conditions upon construction completion. The impacts would be site specific and would be mitigated to less than significant levels. Therefore, the proposed project would not be cumulatively considerable, and no mitigation measures are required for cumulative impacts.

c) **Less than Significant with Mitigation**. The proposed project would construct a new pedestrian overcrossing structure over US 50, offset to the east of the existing Zinfandel Overcrossing and would establish a Class I bicycle and pedestrian trail from White Rock Road to Folsom Boulevard. The proposed project would not cause substantial adverse effects on human beings. As discussed in the biological resources, geology and soils, and hazards and hazardous materials, the potential impacts to human beings would be mitigated to a less than significant level. Therefore, impacts on human beings would be less than significant with the incorporation of mitigation measures, where required.

5.0 LIST OF PREPARERS AND REVIEWERS

This Draft IS/MND was prepared by Dewberry Engineers Inc. in cooperation with the other members of the environmental study team. Dewberry Engineers Inc. was responsible for project management and Draft IS/MND preparation. The Draft IS/MND technical team and other environmental study team members provided technical expertise, as presented below.

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Environmental Planner ..... Noelle Tamas
Environmental Planner ..... Isabella Ciraulo

6.0 ACRONYMS AND ABBREVIATIONS

The following is a list of acronyms and abbreviations used within this document. Each term is defined in full once within the document before the abbreviation is used.

AB	Assembly Bill
ACM	Asbestos containing material
ADL	Aerially deposited lead
ADT	Average daily vehicular traffic trips
APE	Area of Potential Effects
APN	Assessor's Parcel Number
AQMD	Air Quality Management District
ASR	Archaeological Survey Report
ASTM	American Society for Testing and Materials
BMP	Best Management Practices
BSA	Biological Study Area
CAA	Clean Air Act
CAAQS	California Ambient Air Quality Standards
CalEEMod	California Emissions Estimator Model
CalFire	California Department of Forestry and Fire Protection
California Register	California Register of Historical Resources
CalOSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CAP	Climate Action Plan
CARB	California Air Resources Board
CCR	California Code of Regulations
CDOC	California Department of Conservation
CDFW	California Department of Fish and Wildlife
CEC	California Energy Commission
CGS	California Geological Survey
CH_4	Methane

CHRIS	California Historical Resources Information System
CIDH	Cast-in-Drilled Hole
City	City of Rancho Cordova
CNEL	Community Noise Equivalent Level
CNPS	California Native Plant Society
CO	Carbon Monoxide
CO_2e	Carbon dioxide equivalent
Corps	U.S. Army Corps of Engineers
County	Sacramento County
CRPD	Cordova Recreation and Parks District
dB	decibel
dBA	A-weighted decibel
DTSC	Department of Toxic Substances Control
EDR	Environmental Database Resources, Inc.
EIR	Environmental Impact Report
FCUSD	Folsom Cordova Unified School District
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
General Plan	City of Rancho Cordova General Plan
GHG	Greenhouse Gas
HASP	Health and Safety Plan
HBP	Highway Bridge Program
HOV	High occupancy vehicle
HPSR	Historic Properties Survey Report
IS	Initial Study
ISA	Initial Site Assessment
LBP	Lead-based paint
Leq	Equivalent A-weighted sound level
LRA	Local Responsibility Area

MALUCP	Mather Airport Land Use Compatibility Plan
MBTA	Migratory Bird Treaty Act
mg/L	Milligrams per liter
MLD	Most Likely Descendant
mph	Miles per Hour
MRZ	Mineral Resource Zone
MSE	Mechanically Stabilized Earth
Msl	Mean sea level
$MTCO_2e$	Metric tons of carbon dioxide equivalent
N_2O	Nitrous oxide
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
National Register	National Register of Historic Places
NEIC	Northeast Information Center
NESHAP	National Emission Standard for Hazardous Air Pollutants
NHPA	National Historic Preservation Act of 1966
NO_x	Nitrogen Oxides
NPDES	National Pollutant Discharge Elimination System
NRCS	Natural Resources Conservation Service
NVHFHSZ	Non-Very High Fire Hazard Severity Zone
O_3	Ozone
OPR	Office of Planning and Research
OSHA	Occupational Safety and Health Administration
Pb	Lead
PG&E	Pacific Gas and Electric Company
PIA	Project Impact Area
PM	Particulate Matter
PM_{10}	Particulate Matter 10 microns in diameter or less
$PM_{2.5}$	Particulate Matter 2.5 microns in diameter or less

ppb	Parts per Billion
ppm	Parts per Million
PRC	Public Resources Code
PS&E	Plans, Specifications and Estimates
RECs	Recognized Environmental Conditions
ROG	Reactive Organic Gas
RWQCB	Regional Water Quality Control Board
SASD	Sacramento Area Sewer District
SCWA	Sacramento County Water Agency
SMAQMD	Sacramento Metropolitan Air Quality Management District
SMARA	Surface Mining and Reclamation Act
SMFD	Sacramento Metropolitan Fire Department
SMUD	Sacramento Metropolitan Utility District
SR	State Route
SRA	State Responsibility Area
SVAB	Sacramento Valley Air Basin
SVAQEEP	Sacramento Valley Air Quality Engineering and Enforcement Professionals
SWPPP	Stormwater Pollution Prevention Plan
TCE	Temporary Construction Easement
TCR	Tribal Cultural Resource
TPZ	Tree Protection Zone
UCMP	University of California Museum of Paleontology
US 50	U.S. Route 50
USDA	U.S. Department of Agriculture
USEPA	U.S. Environmental Protection Agency
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey
VdB	Groundborne Vibration
VMT	Vehicle miles traveled

APPENDICES

APPENDIX A: CALEEMOD VERSION 2022.1.1.15 MODEL

Zinfandel Pedestrian Overcrossing Project Detailed Report

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1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	Zinfandel Pedestrian Overcrossing Project
Construction Start Date	10/1/2024
Lead Agency	City of Rancho Cordova
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	2.70
Precipitation (days)	37.8
Location	38.592110310049605, -121.28801903019206
County	Sacramento
City	Rancho Cordova
Air District	Sacramento Metropolitan AQMD
Air Basin	Sacramento Valley
TAZ	754
EDFZ	13
Electric Utility	Sacramento Municipal Utility District
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.25

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
User Defined Linear	0.19	Mile	26.0	0.00	0.00	—	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.35	1.13	10.4	13.0	0.02	0.43	0.00	0.43	0.40	0.00	0.40	—	2,398	2,398	0.10	0.02	0.00	2,406
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	8.52	7.16	70.2	63.1	0.11	3.05	28.9	31.9	2.80	13.8	16.6	—	11,894	11,894	0.48	0.10	0.00	11,935
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.83	0.69	6.80	6.10	0.01	0.29	2.83	3.13	0.27	1.36	1.63	—	1,141	1,141	0.05	0.01	0.00	1,145
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.15	0.13	1.24	1.11	< 0.005	0.05	0.52	0.57	0.05	0.25	0.30	—	189	189	0.01	< 0.005	0.00	190

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

2025	1.35	1.13	10.4	13.0	0.02	0.43	0.00	0.43	0.40	0.00	0.40	—	2,398	2,398	0.10	0.02	0.00	2,406
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	8.52	7.16	70.2	63.1	0.11	3.05	28.9	31.9	2.80	13.8	16.6	—	11,894	11,894	0.48	0.10	0.00	11,935
2025	7.74	6.51	61.3	58.5	0.11	2.60	28.9	31.5	2.39	13.8	16.1	—	11,894	11,894	0.48	0.10	0.00	11,935
2026	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	0.83	0.69	6.80	6.10	0.01	0.29	2.83	3.13	0.27	1.36	1.63	—	1,141	1,141	0.05	0.01	0.00	1,145
2025	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	—	NaN	NaN	NaN	NaN	NaN	NaN
2026	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	—	NaN	NaN	NaN	NaN	NaN	NaN
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	0.15	0.13	1.24	1.11	< 0.005	0.05	0.52	0.57	0.05	0.25	0.30	—	189	189	0.01	< 0.005	0.00	190
2025	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	—	NaN	NaN	NaN	NaN	NaN	NaN
2026	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	—	NaN	NaN	NaN	NaN	NaN	NaN

3. Construction Emissions Details

3.1. Demolition (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	3.12	2.62	24.9	21.7	0.03	1.06	—	1.06	0.98	—	0.98	—	3,425	3,425	0.14	0.03	—	3,437
Dust From Material Movement	—	—	—	—	—	—	13.1	13.1	—	6.73	6.73	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.04	0.34	0.30	< 0.005	0.01	—	0.01	0.01	—	0.01	—	46.9	46.9	< 0.005	< 0.005	—	47.1
Dust From Material Movement	—	—	—	—	—	—	0.18	0.18	—	0.09	0.09	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.06	0.05	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	7.77	7.77	< 0.005	< 0.005	—	7.79
Dust From Material Movement	—	—	—	—	—	—	0.03	0.03	—	0.02	0.02	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.3. Site Preparation and Grading (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	8.52	7.16	70.2	63.1	0.11	3.05	—	3.05	2.80	—	2.80	—	11,894	11,894	0.48	0.10	—	11,935
Dust From Material Movement	—	—	—	—	—	—	28.9	28.9	—	13.8	13.8	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.78	0.66	6.46	5.80	0.01	0.28	—	0.28	0.26	—	0.26	—	1,094	1,094	0.04	0.01	—	1,098
Dust From Material Movement	—	—	—	—	—	—	2.65	2.65	—	1.27	1.27	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	0.12	1.18	1.06	< 0.005	0.05	—	0.05	0.05	—	0.05	—	181	181	0.01	< 0.005	—	182
Dust From Material Movement	—	—	—	—	—	—	0.48	0.48	—	0.23	0.23	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.5. Site Preparation and Grading (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	7.74	6.51	61.3	58.5	0.11	2.60	—	2.60	2.39	—	2.39	—	11,894	11,894	0.48	0.10	—	11,935
Dust From Material Movement	—	—	—	—	—	—	28.9	28.9	—	13.8	13.8	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.70	0.59	5.52	5.26	0.01	0.23	—	0.23	0.22	—	0.22	—	1,071	1,071	0.04	0.01	—	1,074
Dust From Material Movement	—	—	—	—	—	—	2.60	2.60	—	1.24	1.24	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.13	0.11	1.01	0.96	< 0.005	0.04	—	0.04	0.04	—	0.04	—	177	177	0.01	< 0.005	—	178
Dust From Material Movement	—	—	—	—	—	—	0.47	0.47	—	0.23	0.23	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.7. Building Construction (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.35	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398	2,398	0.10	0.02	—	2,406
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.35	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398	2,398	0.10	0.02	—	2,406
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.03	0.04	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	6.57	6.57	< 0.005	< 0.005	—	6.59
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	1.09	1.09	< 0.005	< 0.005	—	1.09
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.9. Paving and Architectural Coating (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.11	0.93	8.34	11.1	0.02	0.38	—	0.38	0.35	—	0.35	—	1,645	1,645	0.07	0.01	—	1,651
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.16	0.14	1.24	1.65	< 0.005	0.06	—	0.06	0.05	—	0.05	—	245	245	0.01	< 0.005	—	245
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.03	0.23	0.30	< 0.005	0.01	—	0.01	0.01	—	0.01	—	40.5	40.5	< 0.005	< 0.005	—	40.6
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	—	NaN	NaN	NaN	NaN	NaN	NaN
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	—	NaN	NaN	NaN	NaN	NaN	NaN
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	—	NaN	NaN	NaN	NaN	NaN	NaN

3.11. Paving and Architectural Coating (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.05	0.88	7.97	11.1	0.02	0.34	—	0.34	0.32	—	0.32	—	1,644	1,644	0.07	0.01	—	1,650
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.03	0.28	0.39	< 0.005	0.01	—	0.01	0.01	—	0.01	—	57.9	57.9	< 0.005	< 0.005	—	58.1
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.05	0.07	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	9.59	9.59	< 0.005	< 0.005	—	9.62
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	—	NaN	NaN	NaN	NaN	NaN	NaN
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	—	NaN	NaN	NaN	NaN	NaN	NaN
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	—	NaN	NaN	NaN	NaN	NaN	NaN

4. Operations Emissions Details

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Demolition	Linear, Grubbing & Land Clearing	10/1/2024	11/14/2024	5.00	5.00	—
Site Preparation and Grading	Linear, Grubbing & Land Clearing	11/15/2024	2/15/2025	5.00	5.00	—
Building Construction	Linear, Drainage, Utilities, & Sub-Grade	2/17/2025	10/16/2025	5.00	1.00	—
Paving and Architectural Coating	Linear, Paving	10/17/2025	1/18/2026	5.00	0.00	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Demolition	Excavators	Diesel	Average	3.00	8.00	36.0	0.38

Demolition	Concrete/Industrial Saws	Diesel	Average	1.00	8.00	33.0	0.73
Demolition	Rubber Tired Dozers	Diesel	Average	2.00	8.00	367	0.40
Site Preparation and Grading	Tractors/Loaders/Backhoes	Diesel	Average	6.00	8.00	84.0	0.37
Site Preparation and Grading	Rubber Tired Dozers	Diesel	Average	3.00	8.00	367	0.40
Site Preparation and Grading	Excavators	Diesel	Average	2.00	8.00	36.0	0.38
Site Preparation and Grading	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Site Preparation and Grading	Graders	Diesel	Average	1.00	8.00	148	0.41
Site Preparation and Grading	Scrapers	Diesel	Average	2.00	8.00	423	0.48
Building Construction	Cranes	Diesel	Average	1.00	7.00	367	0.29
Building Construction	Forklifts	Diesel	Average	3.00	8.00	82.0	0.20
Building Construction	Generator Sets	Diesel	Average	1.00	8.00	14.0	0.74
Building Construction	Tractors/Loaders/Backhoes	Diesel	Average	3.00	7.00	84.0	0.37
Building Construction	Welders	Diesel	Average	1.00	8.00	46.0	0.45
Paving and Architectural Coating	Air Compressors	Diesel	Average	1.00	6.00	37.0	0.48
Paving and Architectural Coating	Pavers	Diesel	Average	2.00	8.00	81.0	0.42
Paving and Architectural Coating	Rollers	Diesel	Average	2.00	8.00	36.0	0.38
Paving and Architectural Coating	Paving Equipment	Diesel	Average	2.00	8.00	89.0	0.36

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Demolition	—	—	—	—
Demolition	Worker	0.00	14.3	LDA,LDT1,LDT2
Demolition	Vendor	0.00	8.80	HHDT,MHDT
Demolition	Hauling	0.00	20.0	HHDT
Demolition	Onsite truck	—	—	HHDT
Site Preparation and Grading	—	—	—	—
Site Preparation and Grading	Worker	0.00	14.3	LDA,LDT1,LDT2
Site Preparation and Grading	Vendor	0.00	8.80	HHDT,MHDT
Site Preparation and Grading	Hauling	0.00	20.0	HHDT
Site Preparation and Grading	Onsite truck	—	—	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	0.00	14.3	LDA,LDT1,LDT2
Building Construction	Vendor	0.00	8.80	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	—	—	HHDT
Paving and Architectural Coating	—	—	—	—
Paving and Architectural Coating	Worker	0.00	14.3	LDA,LDT1,LDT2
Paving and Architectural Coating	Vendor	0.00	8.80	HHDT,MHDT
Paving and Architectural Coating	Hauling	NaN	20.0	HHDT
Paving and Architectural Coating	Onsite truck	—	—	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Demolition	—	—	26.0	0.00	—
Site Preparation and Grading	—	—	26.0	0.00	—
Building Construction	—	—	26.0	0.00	—

5.6.2. Construction Earthmoving Control Strategies

Non-applicable. No control strategies activated by user.

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
User Defined Linear	26.0	100%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2024	0.00	375	0.01	< 0.005
2025	0.00	375	0.01	< 0.005
2026	0.00	375	0.01	< 0.005

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres

5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	23.1	annual days of extreme heat
Extreme Precipitation	5.35	annual days with precipitation above 20 mm
Sea Level Rise	—	meters of inundation depth
Wildfire	0.00	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (Radke et al., 2017, CEC-500-2017-008), and consider inundation location and depth for the San Francisco Bay, the Sacramento-San Joaquin River Delta and California coast resulting different increments of sea level rise coupled with extreme storm events. Users may select from four scenarios to view the range in potential inundation depth for the grid cell. The four scenarios are: No rise, 0.5 meter, 1.0 meter, 1.41 meters
Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	2	0	0	N/A
Extreme Precipitation	2	0	0	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	1	0	0	N/A
Flooding	0	0	0	N/A
Drought	0	0	0	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	0	0	0	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	2	1	1	3
Extreme Precipitation	2	1	1	3
Sea Level Rise	N/A	N/A	N/A	N/A

Wildfire	1	1	1	2
Flooding	1	1	1	2
Drought	1	1	1	2
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	1	1	1	2

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	59.7
AQ-PM	32.6
AQ-DPM	87.3
Drinking Water	97.0
Lead Risk Housing	83.2
Pesticides	0.00
Toxic Releases	17.9
Traffic	89.7
Effect Indicators	—
CleanUp Sites	83.0

Groundwater	71.9
Haz Waste Facilities/Generators	47.4
Impaired Water Bodies	51.2
Solid Waste	0.00
Sensitive Population	—
Asthma	73.8
Cardio-vascular	76.2
Low Birth Weights	84.2
Socioeconomic Factor Indicators	—
Education	67.4
Housing	66.1
Linguistic	71.4
Poverty	84.1
Unemployment	87.4

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Economic	—
Above Poverty	26.44681124
Employed	27.51186963
Median HI	21.72462466
Education	—
Bachelor's or higher	20.18478121
High school enrollment	17.54138329
Preschool enrollment	63.77518286
Transportation	—

Auto Access	56.16578981
Active commuting	78.73732837
Social	—
2-parent households	67.11151033
Voting	33.10663416
Neighborhood	—
Alcohol availability	18.49095342
Park access	58.1675863
Retail density	67.45797511
Supermarket access	50.82766585
Tree canopy	86.66752214
Housing	—
Homeownership	35.77569614
Housing habitability	46.24663159
Low-inc homeowner severe housing cost burden	54.20248941
Low-inc renter severe housing cost burden	52.59848582
Uncrowded housing	29.30835365
Health Outcomes	—
Insured adults	21.00603105
Arthritis	0.0
Asthma ER Admissions	34.5
High Blood Pressure	0.0
Cancer (excluding skin)	0.0
Asthma	0.0
Coronary Heart Disease	0.0
Chronic Obstructive Pulmonary Disease	0.0
Diagnosed Diabetes	0.0

Life Expectancy at Birth	3.9
Cognitively Disabled	11.9
Physically Disabled	6.2
Heart Attack ER Admissions	26.5
Mental Health Not Good	0.0
Chronic Kidney Disease	0.0
Obesity	0.0
Pedestrian Injuries	19.6
Physical Health Not Good	0.0
Stroke	0.0
Health Risk Behaviors	—
Binge Drinking	0.0
Current Smoker	0.0
No Leisure Time for Physical Activity	0.0
Climate Change Exposures	—
Wildfire Risk	0.0
SLR Inundation Area	0.0
Children	47.4
Elderly	55.7
English Speaking	34.1
Foreign-born	55.7
Outdoor Workers	34.3
Climate Change Adaptive Capacity	—
Impervious Surface Cover	45.8
Traffic Density	79.7
Traffic Access	62.7
Other Indices	—

Hardship	70.0
Other Decision Support	—
2016 Voting	18.0

7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	92.0
Healthy Places Index Score for Project Location (b)	34.0
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	Yes
Project Located in a Low-Income Community (Assembly Bill 1550)	Yes
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

Screen	Justification
Construction: Construction Phases	Schedule adjustment.
Construction: Off-Road Equipment	Updated construction equipment list.

APPENDIX B: MITIGATION MONITORING & REPORTING PROGRAM SUMMARY

Mitigation Monitoring & Reporting Summary

POTENTIAL IMPACT	MITIGATION MEASURES	TIMING	RESPONSIBLE PARTY	LEVEL OF SIGNIFICANCE AFTER MITIGATION
Biological Resources				

Project implementation would have the potential to have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.	**MM BIO-1:** The following avoidance and minimization efforts shall be implemented in order to reduce potential project effects to nesting migratory birds and raptors:
	• To avoid and minimize impacts to tree and shrub nesting species, the following measures shall be implemented:
	  ○ Conduct all tree and shrub removal and grading activities during the non-breeding season (generally September 1 through January 31).
	  ○ If grading and tree removal activities are scheduled to occur during the breeding and nesting season (February 1 through August 31), pre-construction surveys shall be performed prior to the start of proposed project activities.
	• If construction, grading, or other proposed project-related activities are scheduled during the nesting season (February 1 through August 31), pre-construction surveys for other migratory bird species shall take place no less than 14 days and no more than 30 days prior to the beginning of construction within 250 feet of suitable nesting habitat.
	  ○ If the pre-construction surveys do not identify any nesting migratory bird species within areas potentially affectedly construction activities, no further mitigation is required.
	  ○ If the pre-construction surveys do identify nesting bird species within areas that are within 250 feet of construction activities, the following measures shall be implemented:
	  ▪ Project-related construction impacts shall be avoided by establishment of appropriate no-work buffers to limit project-related construction activities near the nest site. The size of the no-work buffer zone shall be determined by species. The no-work buffer zone shall be delineated by highly visible temporary construction fencing. Monitoring of nest activity by a qualified biologist shall be required if the project-related construction activity has potential to adversely affect the nest or nesting
		Prior to construction activities	City of Rancho Cordova	Less than significant

Mitigation Monitoring & Reporting Summary

Potential Impact	Mitigation Measures	Timing	Responsible Party	Level of Significance After Mitigation
	behavior of the bird. No project-related construction activity shall commence within the no-work buffer area until a qualified biologist confirms that the nest is no longer active.			
Project implementation would conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	**MM BIO-2**: If protected trees will be removed as described in City Code Chapter 19.12 as part of the proposed project, the following mitigation measures will be implemented: • Prior to the removal of any protected trees as defined in City Code Chapter 19.12, the proposed project proponent shall acquire a Tree Removal Permit from the City. • Prior to the removal of any protected trees, an ISA Certified Arborist shall conduct a tree survey in areas that may be impacted by construction activities. • This survey shall document tree resources that may be adversely impacted by implementation of the proposed project. The survey will follow standard professional practices. • Existing trees shall be retained to extent feasible. A Tree Protection Zone (TPZ) shall be established on the bare ground around any tree or group of trees to be retained. The TPZ will be delineated by an ISA Certified Arborist. The TPZ shall be defined by the radius of the dripline of the tree(s) plus one foot. The TPZ of any protected trees shall be demarcated using fencing that will remain in place for the duration of construction activities. • Construction-related activities shall be limited within the TPZ to those activities that can be done by hand. No heavy equipment or machinery shall be operated within the TPZ; if this is not possible, a six-inch layer of bark mulch shall be placed where the equipment shall be under the dripline in order to protect the root system from too much compaction. Grading shall be prohibited within the TPZ. No construction materials, equipment, or heavy machinery shall be stored within the TPZ. • If the proposed project encroaches upon the existing dripline of a protected tree, a tree protection plan shall be submitted with the project application. The tree protection plan shall be included on all demolition, grading, construction, and landscaping plans and project specifications. All protected trees and protective fencing or other protection features shall be shown on all project demolition, grading, construction, and landscape plans (Dewberry | Drake Haglan, 2021)	Prior to and during construction activities	City of West Sacramento	Less than significant

Mitigation Monitoring & Reporting Summary

POTENTIAL IMPACT	MITIGATION MEASURES	TIMING	RESPONSIBLE PARTY	LEVEL OF SIGNIFICANCE AFTER MITIGATION
	• The City shall submit a tree replacement plan pursuant to the standards set forth in Rancho Cordova Municipal Code 19.12.120. A tree replacement plan that includes on-site or off-site replacement shall specify where the trees shall be planted and how the trees shall be monitored and maintained for a time period as determined by the public works director. The City will mitigate tree removal by replacing the removed trees at a 1:1 ratio.			
Cultural Resources				
Project implementation would cause adverse change in the significance of a historical resource pursuant to §15064.5	**Mitigation Measure CUL-1:** Prior to construction, the City shall clearly ensure the ESA boundary (the project boundary) is described and illustrated in the PS&E package prepared to guide construction of the undertaking. **Mitigation Measure CUL-2:** Prior to construction, the City shall ensure that the ESA AP is part of the City Project Engineer's Pending File. **Mitigation Measure CUL-3:** In the event of any discovery of archaeological materials, the construction foreman will immediately halt work in the vicinity of the discovery then contact the City's Project Engineer. City will immediately notify Caltrans of ESA violations or inadvertent discoveries, and Caltrans shall report all ESA violations or inadvertent discoveries to the Caltrans CSO and the SHPO within 48 hours and will consult on the appropriate course of action. **Mitigation Measure CUL-4:** If subsurface deposits believed to be cultural or human in origin are discovered during construction, all work must halt within a 100-foot radius of the discovery. Depending on the nature of the find, a qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric or historic archaeology, shall be retained to evaluate the significance of the find, and shall have the authority to modify the no-work radius as appropriate, using professional judgment. The following notifications shall apply, as necessary: • If the professional archaeologist determines that the find does not represent a cultural resource, work may resume immediately, and no agency notifications are required. • If the professional archaeologist determines that the find does represent a cultural resource from any time period or cultural affiliation, he or she shall immediately notify the lead agency. If the find is determined to be eligible for	During construction activities.	City of Rancho Cordova	Less than significant

Mitigation Monitoring & Reporting Summary

POTENTIAL IMPACT	MITIGATION MEASURES	TIMING	RESPONSIBLE PARTY	LEVEL OF SIGNIFICANCE AFTER MITIGATION
	inclusion in the National Register or California Register, the lead agency shall consult on a finding of eligibility and implement appropriate treatment measures. Work may not resume within the no-work radius until the lead agency, through consultation as appropriate, determines that the site either: 1) is not eligible for the National Register or California Register; or 2) that the treatment measures have been completed to its satisfaction. • If the find includes human remains, or remains that are potentially human, he or she shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641). The archaeologist shall notify the Sacramento County Coroner (in accordance with § 7050.5 of the Health and Safety Code). The provisions of § 7050.5 of the California Health and Safety Code, § 5097.98 of the California PRC, and AB 2641 will be implemented. • If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the Native American Heritage Commission (NAHC), which then will designate a Native American Most Likely Descendant (MLD) for the proposed project (§ 5097.98 of the PRC). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (§ 5097.94 of the PRC). If no agreement is reached, the landowner must rebury the remains where they will not be further disturbed (§ 5097.98 of the PRC). This will also include either recording the site with the NAHC or the appropriate information center; using an open space or conservation zoning designation or easement; or recording a reinternment document with the county in which the property is located (AB 2641). Work may not resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the treatment measures have been completed to their satisfaction.			
Project Implementation would cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	See **MM CUL-3** above	During construction activities.	City of Rancho Cordova	Less than significant

Mitigation Monitoring & Reporting Summary

POTENTIAL IMPACT	MITIGATION MEASURES	TIMING	RESPONSIBLE PARTY	LEVEL OF SIGNIFICANCE AFTER MITIGATION
Project Implementation would disturb any human remains, including those interred outside of formal cemeteries?	See **MM CUL-4** above	During construction activities.	City of Rancho Cordova	Less than significant
Geology and Soils				
Project implementation would directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	**MM GEO-1:** If paleontological resources are discovered during earth-moving activities, the construction crew shall immediately cease work in the vicinity of the find and shall notify the City planning department. The proposed project applicant shall retain a qualified paleontologist to evaluate the resource and prepare a proposed mitigation plan in accordance with SVP guidelines (1995). The proposed mitigation plan may include a field survey, construction monitoring, sampling and data recovery procedures, museum storage coordination for any specimen recovered, and a report of findings. Recommendations determined by the lead agency to be necessary and feasible shall be implemented before construction activities can resume at the site where the paleontological resources were discovered.	During construction activities.	City of Rancho Cordova	Less than significant
Noise				
Project implementation has the potential to result in the generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	**MM NO-1**: Implement the following control measures to minimize noise and vibration disturbances at sensitive receptors during construction: • Use newer equipment with improved muffling and ensure that all equipment items have the manufacturers' recommended noise abatement measures, such as mufflers, engine enclosures, and engine vibration isolators intact and operational. Newer equipment will generally be quieter in operation than older equipment. All construction equipment shall be inspected at periodic intervals to ensure proper maintenance and presence of noise control devices (e.g., mufflers and shrouding, etc.). • Utilize construction methods or equipment that provides the lowest level of noise and ground vibration impact. • Turn off idling equipment.	Prior to and during construction activities	City of Rancho Cordova	Less than significant

Mitigation Monitoring & Reporting Summary

Potential Impact	Mitigation Measures	Timing	Responsible Party	Level of Significance After Mitigation
Tribal Cultural Resources				
Project implementation has the potential to result in impacts to tribal cultural resources.	**MM TCR-1:** If any suspected TCRs are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find, or an agreed upon distance based on the proposed project area and nature of the find. A Tribal Representative from a California Native American tribe that is traditionally and culturally affiliated with a geographic area shall be immediately notified and shall determine if the find is a TCR (PRC §21074). The Tribal Representative will make recommendations for further evaluation and treatment as necessary. When avoidance is infeasible, preservation in place is the preferred option for mitigation of TCRs, and every effort shall be made to preserve the resources in place, including through project redesign, if feasible. Culturally appropriate treatment may be, but is not limited to, processing materials for reburial, minimizing handling of cultural objects, leaving objects in place within the landscape, or returning objects to a location within the proposed project area where they will not be subject to future impacts. Permanent curation of TCRs will not take place unless approved in writing by the California Native American Tribe that is traditionally and culturally affiliated with the proposed project area. The contractor shall implement any measures deemed by the CEQA lead agency to be necessary and feasible to preserve in place, avoid, or minimize impacts to the resource, including, but not limited to, facilitating the appropriate tribal treatment of the find, as necessary. Treatment that preserves or restores the cultural character and integrity of a TCR may include Tribal Monitoring, culturally appropriate recovery of cultural objects, and reburial of cultural objects or cultural soil.	Prior to construction activities	City of Rancho Cordova	Less than significant

APPENDIX C:

RESPONSE TO COMMENTS

RESPONSE TO PUBLIC COMMENT

This appendix provides a summary of comments received during the public review for the Initial Study and Mitigated Negative Declaration (IS/MND) for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project (project) located in the City of Rancho Cordova (City) in Sacramento County. The City, acting as the California Environmental Quality Act (CEQA) Lead Agency, prepared an IS to analyze the impacts created by the project. The IS/MND, Notice of Completion (NOC) and Notice of Availability (NOA) were submitted to the California State Clearinghouse (SCH) (SCH Number 202405130) on May 30, 2024, and the IS/MND was circulated for State and local public review for thirty days, through June 30, 2024. The City mailed an NOA to their standard mailing radius (properties within 500 feet of the project site) and circulated the NOA in the Grapevine newspaper. The NOA was also posted to the City's website on May 30, 2024.

Comments Received

The City received four agency comment letters on the Draft IS/MND and no public comment letters. The agency comment letters received are as follows:

- **Letter A:** Sacramento Metropolitan Air Quality Management District (SMAQMD), Roberto Ramirez, Air Quality Planner/Analyst, June 16, 2024.
- **Letter B:** California Department of Transportation (Caltrans) District 3, Gary Arnold, Branch Chief, June 27, 2024.
- **Letter C:** Sacramento Municipal Utility District (SMUD), Jerry Park, Environmental Services Specialist, June 28, 2024.
- **Letter D:** Central Valley Regional Water Quality Control Board (CVRWQCB), Peter Minkel, Engineering Geologist, July 1, 2024.

Response to Comments

Table C-1, below, provides the letter number, a summary of the comments, and brief reply to each comment. Any revisions to the IS/MND resulting from the commenter letters are identified below in the Conclusion section, and provided in the appropriate IS/MND section. Deleted text is shown in strikeout (e.g., ~~text~~) and new text is shown in double underline (e.g., new text). Formatting revisions in the IS/MND have not been identified through strikeout or double underline.

Table C-1. Public Review Comment Summary

Comment Number	Comment Summary	Response
Letter A: Sacramento Metropolitan Air Quality Management District (SMAQMD)		
A-1	The commenter commends the project for including Basic Construction Emissions Control Practices. For Air	The City acknowledges SMAQMD's appreciation that the project includes Basic Control Emissions Control

	Quality emissions modeling, the commenter recommends utilizing CalEEMod as this model has superseded the Road Construction Emissions model (RCEM) that was used in the analysis of the Air Quality IS/MND section.	Practices. Based on the recommendation from SMAQMD, CalEEMod Version 2022.1.1.25 was used, and the air quality (AQ) emissions and greenhouse gas (GHG) emissions results were included in Section 4.3, Air Quality, Discussions b, Table 4.3-3 and Section 4.8, Greenhouse Gas Emissions, Discussions a and b of the IS/MND. RCEM references and results of RCEM modeling were struck from the IS/MND and replaced with the results from the CalEEMod. It should be noted that although AQ emissions results under the CalEEMod were higher than the RCEM results, AQ emissions and GHG emissions generated by the project will still remain under thresholds. Thus, results of the analysis and significance conclusions have not changed with use of the CalEEMod Version 2022.1.1.25. Revisions to the IS/MND based on this comment are summarized below under the Conclusion Section.
A-2	The commenter states that all projects are subject to SMAQMD Rules, and they should be implemented as applicable for the project. The commenter also states that implementing the SMAQMD Basic Construction Emissions Control Practices facilitates compliance with Rule 403, Fugitive Dust.	The City acknowledges that project construction activities would require implementation of SMAQMD rules as applicable, and the City will coordinate with SMAQMD to ensure that the correct Rules are applied. A bullet has been added on page 33 of the IS/MND referencing that all applicable SMAQMD Rules shall be applied during project construction activities. Revisions to the Final IS/MND based on this comment are summarized below under the Conclusion Section.
	Letter B: California Department of Transportation (Caltrans) District 3	
B-1	The commenter states a sight line conflict with the eastbound onramp	The City will coordinate with Caltrans in providing the most current ADA

	meter signal heads that will need to be addressed in the design phase. Caltrans requests detailed ADA plans to review this conflict.	plans for the proposed project prior to Final Plan Set approval. This comment does not pertain to the analyses or conclusions presented in the IS/MND and therefore revisions to the IS/MND are not warranted. This comment is noted for the record and will be forwarded to the decision makers for their consideration.
B-2	The commenter notes that no safety concerns regarding the proposed project have been identified. The commenter requests construction details and full plan set of the proposed project.	The City acknowledges that the commenter has no safety concerns for the project. As requested, the City will coordinate with Caltrans in providing the most current construction details and full plan set prior to Final Plan Set approval. This comment does not pertain to the analyses or conclusions presented in the IS/MND and therefore revisions to the IS/MND are not warranted. This comment is noted for the record and will be forwarded to the decision makers for their consideration.
B-3	The commenter has provided right-of-way (ROW) maps and indicates that all future plan-sets associated with the project will need to clearly delineate state (Caltrans) ROW lines. The commenter also notes that the City may need to identify any vulnerable survey monuments during final planning phases.	The City will coordinate with Caltrans to ensure that all state (Caltrans) ROW lines are shown on the Final Plan Set. This comment does not pertain to the analyses or conclusions presented in the IS/MND and therefore revisions to the IS/MND are not warranted. This comment is noted for the record and will be forwarded to the decision makers for their consideration.
B-4	The commenter notes that any project along or within the State's (Caltrans') ROW requires an encroachment permit be issued by Caltrans.	The City will coordinate with Caltrans to obtain any applicable encroachment permits. This comment does not pertain to the analyses or conclusions presented in the IS/MND and therefore revisions to the IS/MND are not warranted. This comment is noted for the record and will be forwarded to the decision makers for their consideration.

Letter C: Sacramento Municipal Utility District (SMUD)		
C-1	The commenter requests that the project acknowledges impacts related to overhead/underground transmission/distribution line easements, utility routing, electrical load needs, energy efficiency, climate change, cumulative impacts to electrical delivery.	Section 2.3.1, Utility Relocation, of the IS/MND acknowledges that utilities are in the area (including SMUD facilities) and that the need for relocation of underground and overhead utilities will be determined prior to Final Plan Set approval. Section 4.6, Energy, of this IS/MND analyzes the effects of the project on existing energy demand and future energy consumption and concludes that project construction and operation (including cumulatively) would not result in wasteful or inefficient use of energy (including electricity). For clarification purposes, several sections of the IS/MND (as shown below in the Conclusion section) have been updated to include acknowledgement that the City will coordinate with the utility providers if relocation of facilities is needed. This comment does not affect the analyses or conclusions presented in the IS/MND. This comment is noted for the record and will be forwarded to the decision makers for their consideration.
C-2	The commenter requests that the project acknowledges the potential need to relocate and/or remove SMUD infrastructure.	Section 2.3.1, Utility Relocation, the IS/MND acknowledges that utilities are in the area (including SMUD facilities) and that the need for relocation of underground and overhead utilities will be determined prior to Final Plan Set approval. For clarification purposes, several sections of the IS/MND (as shown below in the Conclusion section) have been updated to include acknowledgement that the City will coordinate with the utility providers if relocation of facilities is needed. This comment does not affect the analyses or

		conclusions presented in the IS/MND. This comment is noted for the record and will be forwarded to the decision makers for their consideration.
C-3	The commenter requests coordination with the City regarding potential relocation of SMUD facilities due to project implementation.	For clarification purposes, several sections of the IS/MND (as shown below in the Conclusion section) have been updated to include acknowledgement that the City will coordinate with the utility providers if relocation of facilities is needed. This comment does not affect the analyses or conclusions presented in the IS/MND. This comment is noted for the record and will be forwarded to the decision makers for their consideration.
Letter D: Central Valley Regional Water Quality Control Board (CVRWQCB)		
D-1	The commenter provides a summary of the regulatory setting pertaining to the applicable basin plan where the project is located and antidegradation considerations.	The City acknowledges the regulatory setting CVRWQCB has referenced applicable to the proposed project. This comment does not pertain to the analyses or conclusions presented in the IS/MND and therefore revisions to the IS/MND are not warranted. This comment is noted for the record and will be forwarded to the decision makers for their consideration.
D-2	CVRWQCB summarizes potential permits required for the project, including but not limited to: Construction Storm Water General Permit, Clean Water Act Section 404 Permit, Clean Water Act Section 401 Permit – Water Quality Certification, Waste Discharge Requirements – Discharges to Waters of the State, Dewatering Permit, Limited Threat General NPDES Permit, and an NPDES Permit.	The City will coordinate with CVRWQCB to obtain the applicable permits required for the proposed project. Furthermore, the IS/MND Section 4.10, Hydrology and Water Quality**,** references that the City would ensure the Project contractor complies with requirements of the NPDES permit from CVRWQCB. As part of the contract with the City as per the NPDES permit, the project contractor will prepare and implement a SWPPP. This comment does not pertain to the analyses or conclusions presented in the IS/MND and therefore revisions to the IS/MND

		are not warranted. This comment is noted for the record and will be forwarded to the decision makers for their consideration.

Public Hearing

The City Council will consider adoption of the IS/MND on August 5, 2024, at Rancho Cordova City Hall, 2729 Prospect Park Drive at 5:30 p.m.

Conclusion

Minor editorial revisions were made in the IS/MND in the following sections:

- Cover
- Title Page
- Acronyms
- Appendix A
- Appendix C

Revisions to the IS/MND based on the four agency comment letters received:

- **Revisions associated with Comment A-1:** The CalEEMod Version 2022.1.1.25 was used and replaced the RCEM, resulting in revisions to Section 4.3, Air Quality, Section 4.3.2 Discussion b) and Table 4.3-3, and Section 4.8, Greenhouse Gas Emissions, Section 4.8.2 Discussion a) and Discussion b) as follows:

  Section 4.3, Air Quality, Section 4.3.2 Discussion b), Construction emissions were modelled using the California Emissions Estimator Model Version 2022.1.1.25 (CalEEMod) ~~Road Construction Emissions Model (RCEM), Version 9, which was developed by the SMAQMD~~. For the purpose of this analysis, it was assumed that construction would last 18 months, the total proposed project area would be 26 acres, and the maximum area disturbed/day would be 2 acres. It was also assumed that all on road equipment used for the proposed project would be year 2010 or newer models and all construction equipment would meet California Air Resources Board (CARB) Tier 4 requirements for some or all off-road equipment. See Appendix A for the full CalEEMod ~~RCEM~~. Estimated criteria air pollutant emissions generated by the proposed project's construction and applicable SMAQMD emissions thresholds are summarized in Table 4.3-3, below.

Table 0-1. Air Quality Emission Prediction and Thresholds

Pollutant	SMAQMD Thresholds (Pounds/day)	Maximum Project Emissions (Pounds/day)
ROG	--	~~4.80~~ 7.16
NOx	85	~~10.61~~ 70.2
CO	--	~~90.90~~ 63.1
Sox	--	~~0.16~~ 0.11

Pollutant	SMAQMD Thresholds (Pounds/day)	Maximum Project Emissions (Pounds/day)
PM_{10}	0. If all feasible BMPs are applied, then 80 pounds/day and 14.6 tons/year.	~~20.64~~ 31.9
$PM_{2.5}$	0. If all feasible BMPs are applied, then 82 pounds/day and 15 tons/year.	~~4.68~~ 16.6
Source: ~~SMAQMD, 2020b; SMAQMD, 2018~~. CalEEMod Version 2022.1.1.25, July 2024.		

Section 4.8, Greenhouse Gas Emissions, Section 4.8.2 Discussion a). Construction emissions were modelled using the California Emissions Estimator Model Version 2022.1.1.25 (CalEEMod) ~~Road Construction Emissions Model (RCEM), Version 9, which was developed by the SMAQMD~~. For the purpose of this analysis, it was assumed that proposed project construction would last 18 months, the total proposed project area would be 26 acres, and the maximum area disturbed/day would be 2 acres. It was also assumed that all on road equipment used for the proposed project would be year 2010 or newer models and all construction equipment would meet California Air Resources Board (CARB) Tier 4 requirements for some or all off-road equipment. The threshold adopted by SMAQMD for GHG emissions during construction is 1,100 $MTCO_2e$/year. The model predicted that a maximum of approximately ~~15,661~~ 11,935 pounds of CO_2e would be emitted per day, totaling approximately ~~1,894~~ 1,145 $MTCO_2e$ over an 18-month construction period. As the 18-month construction period would be over two years, the $MTCO_2e$/ year for the proposed project would be approximately ~~947~~ 573 $MTCO_2e$. Therefore, GHG emissions would not exceed the construction threshold of 1,100 $MTCO_2e$/year (SMAQMD, 2020a).

Section 4.8, Greenhouse Gas Emissions, Section 4.8.2 Discussion b). As discussed in subsection a), above, the proposed project would result in a maximum of approximately ~~15,661~~ 11,935 pounds of CO_2e emitted per day, for a total of approximately ~~1,894~~ 1,145 $MTCO_2e$ over the 18-month construction period. Given the levels of emissions during construction, and the implementation of BMPs, along with compliance with federal, State, and local regulation policies, the proposed project would be consistent with the Sacramento County CAP. The proposed project would not conflict with any identified plans adopted for the reduction of GHG emissions. Impacts are less than significant, and no mitigation is required.

- **Revisions associated with Comment A-2:** Under Section 4.3 Air Quality Section 4.3.2 Discussion b) the following bullet was added referencing that the project shall follow all SMAQMD Rules:
    - As applicable, SMAQMD Rules shall be applied during project construction activities to reduce air quality emissions generated by the proposed project.

- **Revisions associated with Comments C-1 through C-3:** For clarification purposes, Section 2.3.1 Utility Relocation and Section 4.19 Utilities and Service Systems Section 4.19.2

Discussion a) were updated to emphasize potential utility relocation and coordination with all utility owners (as applicable) if relocation is required for project implementation:

Section 2.3, Proposed Project, Section 2.3.1, Utility Relocation. Multiple existing surface and underground utilities are present in the proposed project area. Surface and underground utilities include communication, water, sewer, and electrical lines. Much of the anticipated utility relocation associated with the proposed project would include adjusting existing surface utility poles, boxes, meters, and drainage along Zinfandel Drive to correspond with the proposed bicycle and pedestrian facilities. Additionally, existing fire hydrants north of Olson Drive would be shifted as a result of the proposed project improvements. The need for the relocation of underground and overhead utilities at the project site is to be determined and the City would coordinate all relocation needs with the specific service provider (i.e., Sacramento Municipal Utility District).

Section 2.3, Proposed Project, Section 2.3.5, Construction Activities.
Relocating Utilities
Existing utilities which conflict with proposed improvements and equipment would be relocated and the City would coordinate all relocation needs with the specific service provider (i.e., Sacramento Municipal Utility District).

Section 4.19, Utilities and Service Systems, Section 4.19.2 Discussion a). Multiple existing surface and underground utilities are present in the proposed project area. Surface and underground utilities include communication, water, sewer, and electrical lines. Much of the anticipated utility relocation associated with the proposed project would include adjusting existing surface utility poles, boxes, meters, and drainage along Zinfandel Drive to correspond with the proposed bicycle and pedestrian facilities. Additionally, existing fire hydrants would be shifted as a result of the proposed project improvements. The need for the relocation of underground and overhead utilities at the proposed project site is to be determined and the City would coordinate all relocation needs with the specific service provider (i.e., Sacramento Municipal Utility District).

The lead agency, the City of Rancho Cordova, has carefully considered the IS/MND and the received public comments and has determined that no new information has been added to the IS/MND in response to the public comments. As defined by Section 15073.5(a) of CEQA, the environmental document, while having minor edits, will not require any “substantial revisions.” Pursuant to Section 15073.5(c) of CEQA, the environmental document does not require recirculation.

From: Roberto Ramirez <RRamirez@airquality.org>
Sent: Wednesday, June 26, 2024 4:46 PM
To: Edgar Medina <emedina@cityofranchocordova.org>
Cc: Paul Philley <PPhilley@airquality.org>
Subject: Project Comments - Draft ISMND for Zinfandel Drive Bicycle and Pedestrian Overcrossing Project

Hi Edgar,

Thank you for giving us the opportunity to review the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project. Please find our comments below:

- The Sac Metro Air District commends the Project for including our Basic Construction Emission Control Practices (BMPs). Currently, the Draft ISMND uses the Road Construction Emissions Model (RCEM) for it's air quality analysis. The RCEM has been superseded by the California Emissions Estimator Model (CalEEMod). Sac Metro Air District recommends utilizing CalEEMod instead of the RCEM for project emissions analysis, as CalEEMod contains a linear construction module that is suitable for linear projects. You can find this and more of our guidance here: https://www.airquality.org/Businesses/CEQA-Land-Use-Planning/CEQA-Guidance-Tools A-1
- All projects are subject to Sac Metro Air District rules and regulations in effect at the time of construction. Please visit our website to find a list of the most common rules that apply at the construction phase of projects. Implementing Sac Metro Air District Basic Construction Emission Control Practices, also available on our website, will facilitate compliance with Sac Metro Air District's Rule 403, Fugitive Dust. A-2

Please let me know if you have any questions.

Thank you,

Roberto Ramirez
Air Quality Planner/Analyst
ISA Certified Arborist #WE-14276A
Transportation & Climate Change
Desk: (916) 704-4552
www.AirQuality.org
@AQMD

SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT

Letter B

California Department of Transportation

DISTRICT 3
703 B STREET | MARYSVILLE, CA 95901-5556
(530) 821-8401
www.dot.ca.gov

June 27, 2024

GTS# 03-SAC-2024-01799
SCH#2024051303

Mr. Edgar Medina, PE
City of Rancho Cordova
Planning Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Zinfandel Drive Bicycle and Pedestrian Overcrossing Project

Dear Mr. Medina:

Thank you for including the California Department of Transportation (Caltrans) in the review process for the project referenced above. We reviewed this local development for impacts to the State Highway System (SHS) in keeping with our mission, vision, and goals, some of which includes addressing equity, climate change, and safety, as outlined in our statewide plans such as the California Transportation Plan, Caltrans Strategic Plan, and Climate Action Plan for Transportation Infrastructure.

The Project is located along Zinfandel Drive in a fully developed urban environment that spans multiple major local and regional roadways, including White Rock Road, Gold Center Drive, U.S. Route 50 (US 50) on- and off-ramps, US 50 mainline, Olson Drive, and Folsom Boulevard, in City of Rancho Cordova, California. The proposes entail to construct a new bicycle and pedestrian overcrossing over US 50, along with approximately 3,200 feet of Class 1 bicycle and pedestrian improvements connecting Folsom Boulevard with White Rock Road. he proposed project intends to improve connectivity between the primarily business areas south of US 50 and the mass transit centers, residences, and commercial areas north of US 50. The pedestrian overcrossing structure and all aspects of the trail would be designed to meet current applicable City, Caltrans, American Association of State Highway and Transportation Officials (AASHTO), and Americans with Disabilities Act (ADA) standards. Based on the Initial Study/Mitigated Negative Declaration packet provided, Caltrans has the following requests and recommendations:

Freeway Operations / Highway Operations

The sight line conflict with the EB Onramp ramp meter signal heads that will need to address in the design phase. Please provide more in detailed ADA plans to review. B-1

Traffic Safety

At this time, Caltrans Traffic Safety has not identified any safety concerns regarding a new bicycle and pedestrian overcrossing over US 50, along with 3,200 feet of Class 1 bicycle and pedestrian improvements. We need detailed design information for further evaluation. Please provide Traffic Safety with the construction details and full plan set of the Class 1 bicycle and pedestrian trail. B-2

Right of Way

Right of Way (ROW) maps have been provided for the area of future development, if further mapping is needed contact District 3 ROW Map counter at: d3rwmaprequest@dot.ca.gov

- Future planning will require plan-sets to clearly delineate state ROW lines and access control. Caltrans ROW, Centerline and width should be labeled on the plans, along with bearings and distances.
- Applicant or their representatives may also need to identify any possible vulnerable survey monuments in the development area that will need to be preserved and/or perpetuated, as required by PE Act 6731.2 and PLS Act 8771. B-3

Encroachment Permit

Any project along or within the State's ROW requires an encroachment permit issued by Caltrans. To apply, a completed encroachment permit application, environmental documentation, and five sets of plans clearly indicating State ROW must be submitted to:

Hikmat Bsaibess
California Department of Transportation
District 3, Office of Permits
703 B Street
Marysville, CA 95901 B-4

Please provide our office with copies of any further actions regarding this proposal. We would appreciate the opportunity to review and comment on any changes related to this development.

If you have any questions regarding these comments or require additional information, please contact Satwinder Dhatt, Local Development Review Coordinator, by phone (530) 821-8261 or via email at satwinder.dhatt@dot.ca.gov.

Sincerely,

GARY ARNOLD, Branch Chief
Local Development Review and Complete Streets
Division of Planning, Local Assistance, and Sustainability
California Department of Transportation, District 3

DIV. No.	STATE				
	CALIF.				

RANCHO RIO DE LOS AMERICANOS

NATOMAS CONSOLIDATED OF CALIFORNIA SUBD. NO. 3

Book 14 of Maps, Map No. 46, Recorded Sept. 13, 1913

LOT 3

LOT 4

JOHN KASSIS, et. al.

BLOCK 1

12050

SUBDIVISION BOUNDARY

T=N 50°44'15"W

RIW CURVE
R=2952.00'
Δ=03°11'29"
L=164.43'
Ch=N 49°08'31"E
164.41'

RIW CURVE
R=550.00'
Δ=47°41'55"
L=457.87'
Ch=N 23°41'49"E
444.77'

N 50°44'07"E 898.02'

B12+22.72
120.83'

B12+58.51
112.99'

Δ=11°06'05"
L=106.57'

N47°32'46"E
92.14'

B12+14.60
127.82'

Δ=36°35'50"
R=550'

TAN: N38°28'41"E

N01°04'37"W-687.91'

L=351.31'

Δ=38°38'30"
L=178.93'

B12+06.63
337.90'

Q 20+00.00 P.O.T.
B12 436+10.83 P.O.T.

N09°15'43"W

1355.59'

1821.31'

JAMES J. WIER 241.35 ACRES

SUBD. OF RANCHO RIO DE LOS AMERICANOS

Book 1 of Maps, Map No. 2

Recorded April 4, 1866

RUNWAY 1 P.L.

B12+60.72
463.93'

S73°52'21"E
213.55'

RIW CURVE
R=352.00'
Δ=49°22'04"
L=303.29'
Ch=N 81°26'31"E
294.00'

B12+85.02
291.31'

51.69'

B12+40.76
146.34'

N 56°45'29"E

604.19'

B12+42.77
95'

N 51°53'00"E - 508.93'

PROPOSED R/W

AEROJET-GENERAL CORP.

11998

NO. 5

GEODETIC
0°21'08"
GRID

AT COORDINATE
N 338,000
E 2,205,000

ZINFANDEL DR. O.C.

P.M. 11.2

← TO SACRAMENTO

426 7 8 9 430 1 2 3 4 5 6 7 8 9 440 1 2 3 4 5 6 7 8 9 450 1 2 453

N51°53'00"E 9007.34'

B12

— TO PLACERVILLE →

B12+62.55
99'

ZINFANDEL DRIVE

80'

COUNTY ROAD R/W

NO1°04'37"W

518.76'

1144.78'

Q

AIRCRAFT

715.28'

N00°55'04"W

B12+19.32
130.90'

B12+99.24
124.84'

R=2948'

L=318.88'

N47°32'46"E
80.14'

B12+63.23
116.99'

N 50°44'15"E

PROPOSED R/W

899.50'

N 56°45'29"E 460.77'

B12+75.02
145.98'

R=350'

L=292.18'

AREA #3
030821-1

RIW CURVE
R=350.00'
Δ=47°49'50"
L=292.18
Ch=N 80°40'24"E
283.77'

AREA #2
030822

B12+23.71
282.64'

Δ=1°08'32"
L=6.98'

S75°24'41"E-23.41'

B12+94.62
356.33'

Δ=16°47'29"
L=175.84'

933.21'

AREA #4
030825-1

1678.27'

R=600'

RIW CURVE
R=600.00'
Δ=47°14'32"
L=494.72'
Ch=N 23°55'30"E
480.82'

RIW CURVE
R=2948.00'
Δ=03°11'29"
L=164.20'
Ch=N 49°08'30"E
164.18'

CALIFORNIA CONSOLIDATED PARCEL

Book A, Page 109

Recorded September 4, 1913

JOHN KASSIS, et.al.

12050

N02°47'12"W

RIW CURVE
R=150.00'
Δ=59°32'25"
L=155.88'
Ch=S45°38'29"E
148.96'

R=150'

B12+63.78
466.55'

AREA #1
030823-1

B12 431+83.29
614.22'

667.30'

P.L.

S15°52'16"E-166.15'

N09°15'43"W

B12 431+23.95
759.30'

Revised
026164-X

AREA #5
030824

N00°18'14"E

SUBDIVISION BOUNDARY

DIRECTOR'S DEED
12050-DD

B12 428+70.13
888.36'

WR 27+82.00
31.31'

S66°18'21"W-163.94'

B12 430+27.45
934.48'

Q 0+00.00
60.00

Q 25+00.00
60.00

B12 431+44.60
970.49'

S09°15'43"E-175'

N09°15'43"W

150.00'

B12+49.62
817.22'

WR

N 74°58'20"E

N74°58'20"E 253.51'

S66°18'21"W-164.44'

WR 32+28.00
31.31'

WHITE ROCK ROAD

N.S-1

E 2,204,000

N 336,000

Q 8+55.22 B.O.L.
WR 30+00.00 P.O.T.

APPROX. SUBDIVISION LINE

(WIER)
(SMITH)

AEROJET-GENERAL CORP.

11998

J. Q. SMITH 214.73 ACRES

SUBD. OF RANCHO RIO DE LOS AMERICANOS

Book 1 of Maps Recorded April 4, 1866

Map No. 2

E 2,205,000

N 337,000

APPROX. SUBDIVISION BOUNDARY

LOT 6

LOT 7

BLOCK 5

LOT 8

NATOMAS CONSOLIDATED OF CALIF. SUBD. NO. 2

Book 14 of Maps, Map No. 20

Recorded April 29, 1913

NOTE:
BEARINGS AND COORDINATES SHOWN ARE ON THE COORDINATE GRID OF THE CALIFORNIA STATE COORDINATE SYSTEM, ZONE 2. DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY .9999385 TO OBTAIN GRID DISTANCES.

ACCESS PROHIBITED .....

STATE OF CALIFORNIA
TRANSPORTATION AGENCY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
DISTRICT 3
RIGHT OF WAY ENGINEERING

RIGHT OF WAY MAP

L.R. Hawkes
DISTRICT R/W ENGINEER

APPROVED FEBRUARY 27, 1970

003228 R

DRAWN BY			DATE
DRG. NO. R-3745.21			SCALE 1"=100'
CO.	RTE.	P.M.	SHEET NO.
SAC	50	11.2	27 OF 30

DIST.	COUNTY	ROUTE	PHASE	PRA PROJ. NO.	STATE	FEDERAL PROJECT NO.
3	SAC	50	1			

Sta. B12 426 to Sta. B12 453

ACQUISITION DATA FOR RECORD MAP 27 OF 30 DATED FEB 27, 1970

PARCEL NO.	GRANTOR	INSTR.	TYPE ACQ.	ACCESS CLAUSE	REC. DATE	VOL.	PAGE	MINERAL RIGHTS	REMARKS
11998	AEROJET-GENERAL CORP	GRANT	FEE	DFA-1	FEB 3, 1966	66-02-03	40	NO	
12050	JOHN P. KASSIS et al	GRANT	FEE	DFO-1	NOV 30, 1966	66-11-30	50	YES	
12050-DD	STATE OF CALIF. TO AEro. JET GENERAL	D.D.	FEE	DF ?	3-17-1971	71-03-17	186	NO	
026164-X	STATE OF CALIF. TO CO. OF SACTO.	RELINQ.	FEE		JULY 23, 1973	7307-23	160		
030821-1	SAC CO	GRANT	FEE		JAN 13, 1994	94 01 13	1042		
030822-1	SAC CO.	GRANT	FEE		JAN 13, 1994	94 01 13	1041		
030823-1	SAC CO.	GRANT	FEE		JAN 13, 1994	94 01 13	1021		
030824-1	SAC CO.	GRANT	FEE		JAN 13, 1994	94 01 13	1039		
030825-1	SAC. CO	GRANT	FEE		JAN 13, 1994	94 01 13	1038		

003228 A

SMUD®

Sent Via E-Mail

June 28, 2024

Edgar Medina, Principal Engineer
City of Rancho Cordova
Public Works Department
2729 Prospect Park Drive
Rancho Cordova, California 95670
emedina@cityofranchocordova.org

Subject: **Zinfandel Drive Bicycle and Pedestrian Overcrossing Project / 2024051303 / MND**

Dear Mr. Medina:

The Sacramento Municipal Utility District (SMUD) appreciates the opportunity to provide comments on the Mitigated Negative Declaration (MND) prepared for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project (Project, SCH 2024051303).

As a Responsible Agency, SMUD's review of projects include supporting the goals of our 2030 Zero Carbon Plan. This plan is a flexible road map to eliminate greenhouse gas emissions from our electricity production by 2030, which is the most ambitious goal of any large utility in the United States, while maintaining reliable and affordable service. This ambitious goal puts the Sacramento region on the map as an example to follow and a region where innovative, climate-friendly businesses want to be. As a community-owned, not-for-profit utility, our customers and community are at the heart of all we do. By pursuing zero carbon, we're helping create a cleaner and healthier region for all.

It is our desire that the Project will acknowledge any impacts related to the following:

- Overhead and or underground transmission and distribution line easements. Please view the following links on smud.org for more information regarding transmission encroachment:
  - https://www.smud.org/en/Business-Solutions-and-Rebates/Design-and-Construction-Services
  - https://www.smud.org/en/Corporate/Do-Business-with-SMUD/Land-Use/Transmission-Right-of-Way
- Utility line routing
- Electrical load needs/requirements
- Energy Efficiency
- Climate Change
- Cumulative impacts related to the need for increased electrical delivery

C-1

- The potential need to relocate and or remove any SMUD infrastructure that may be affected in or around the project area
  - SMUD has overhead 69kV and 12kV facilities along Folsom Blvd on the northern border of the project that will need to remain or be relocated at developer expense.
  - SMUD has underground 12kV facilities along numerous parcels throughout the project scope that will need to remain or be relocated at developer expense.

C-2

SMUD would like to be involved with discussing the above areas of interest as well as discussing any other potential issues. We aim to be partners in the efficient and sustainable delivery of the proposed Project. Please ensure that the information included in this response is conveyed to the Project planners and the appropriate Project proponents.

C-3

Environmental leadership is a core value of SMUD, and we look forward to collaborating with you on this Project. Again, we appreciate the opportunity to provide input on this Project. If you have any questions regarding this letter, please do not hesitate to contact me at 916.732.7406, or by email at jerry.park@smud.org.

Sincerely,

Jerry Park
Environmental Services Specialist
Sacramento Municipal Utility District
6201 S Street
Sacramento, CA 95817

cc: Entitlements

CALIFORNIA Water Boards

GAVIN NEWSOM GOVERNOR

YANA GARCIA SECRETARY FOR ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

1 July 2024

Edgar Medina
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
EMedina@cityofranchocordova.org

COMMENTS TO REQUEST FOR REVIEW FOR THE MITIGATED NEGATIVE DECLARATION, ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT, SCH#2024051303, SACRAMENTO COUNTY

Pursuant to the State Clearinghouse's 30 May 2024 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Mitigated Negative Declaration* for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project, located in Sacramento County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

I. Regulatory Setting

Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

D-1

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by

the State Water Resources Control Board (State Water Board), Office of Administrative Law (OAL) and in some cases, the United States Environmental Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues. For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website: http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/

Antidegradation Considerations

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Implementation Policy is available on page 74 at: https://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsjr_201805.pdf

In part it states:

Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State.

This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

D-1 con.

II. Permitting Requirements

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit), Construction General Permit Order No. 2009-0009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

D-2

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACE). If a Section 404 permit is required by the USACE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements. If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications. For more information on the Water Quality Certification, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/water_issues/water_quality_certification/

D-2 con.

Waste Discharge Requirements – Discharges to Waters of the State

If USACE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation. For more information on the Waste Discharges to Surface Water NPDES Program and WDR processes, visit the Central Valley Water Board website at:https://www.waterboards.ca.gov/centralvalley/water_issues/waste_to_surface_water/

Projects involving excavation or fill activities impacting less than 0.2 acre or 400 linear feet of non-jurisdictional waters of the state and projects involving dredging activities impacting less than 50 cubic yards of non-jurisdictional waters of the state may be eligible for coverage under the State Water Resources Control Board Water Quality Order No. 2004-0004-DWQ (General Order 2004-0004). For more information on the General Order 2004-0004, visit the State Water Resources Control Board website at:

https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2004/wqo/wqo2004-0004.pdf

Dewatering Permit
If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Threat General Order) 2003-0003 or the Central Valley Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Threat Waiver) R5-2018-0085. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at: http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

For more information regarding the Low Threat Waiver and the application process, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2018-0085.pdf

Limited Threat General NPDES Permit
If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Limited Threat Discharges to Surface Water* (Limited Threat General Order). A complete Notice of Intent must be submitted to the Central Valley Water Board to obtain coverage under the Limited Threat General Order. For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2016-0076-01.pdf

D-2 con.

NPDES Permit
If the proposed project discharges waste that could affect the quality of surface waters of the State, other than into a community sewer system, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. A complete Report of Waste Discharge must be submitted with the Central Valley Water Board to obtain a NPDES Permit. For more information regarding the NPDES Permit and the application process, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/help/permit/

If you have questions regarding these comments, please contact me at (916) 464-4684 or Peter.Minkel2@waterboards.ca.gov.

Peter G. Minkel
Engineering Geologist

cc: State Clearinghouse unit, Governor's Office of Planning and Research, Sacramento

MEMORANDUM

ITEM 12.1.

DATE: August 5, 2024

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Edgar Medina, Principal Engineer
Kristine Courdy, Senior Civil Engineer

SUBJECT: **ZINFANDEL DRIVE BICYCLE AND PEDESTRIAN OVERCROSSING ART WALK PRESENTATION**

RECOMMENDATION

Receive staff presentation on the proposed Zinfandel Drive Bicycle and Pedestrian Overcrossing Art Walk, provide direction and approve the proposed Art Plan.

RESULT OF RECOMMENDED ACTION

Approving the Art Plan and incorporating City Council feedback would allow a Request for Qualification (RFQ) to be issued for the art along the Art Walk which would begin the solicitation process outlined in the Art Plan and begin applying for grants for the proposed artwork. The final art selection would be brought back for City Council review and approval in Spring 2025.

The funding required for the Art Walk and Signage proposed is approximately an additional $1,400,000 which would be programmed in detail as part of a future budgeting exercise.

BACKGROUND

U.S. Highway 50 is an impediment to alternative modes of travel within the City of Rancho Cordova, creating a barrier between the north and south sides of the City. While vehicle crossings exist, safe and comfortable bicycle and pedestrian facilities are limited. This results in bicycles sharing the road with high speed vehicles entering and exiting the freeway and major commercial/employment centers. This Project will construct a bicycle and pedestrian facility along Zinfandel Drive from White Rock Road to Folsom Boulevard. This Project will improve multi-modal access and user comfort by removing the barrier to active transportation created by U.S. Highway 50, connecting communities on both sides of the freeway, including improved access to the Zinfandel light rail station, housing, jobs and education. The completed work will reduce vehicle miles traveled and improve air quality.

In September 2021, staff presented Council the proposed alternatives for the project, with the tied arch structure for the Bicycle and Pedestrian Overcrossing being the preferred alternative. With the alternative being selected, the project team advanced the environmental and preliminary engineering phases with Caltrans and have actively pursued grant funding for the construction phase. As a result, the City was awarded a $19,956,000 grant through the State

Active Transportation Program for the construction phase.

On January 3, 2023, the team presented an aesthetic concept that establishes connections to the City's rich history. The City Council agreed that the Zinfandel Drive Bicycle and Pedestrian Overcrossing Project is an opportunity to create a landmark and placemaking for the City. Subsequently, the City retained Shelly Willis Consultant to develop an Art Plan (Attachment 1) for the Zinfandel Drive Bicycle and Pedestrian Overcrossing Art Walk (Art Walk) starting at White Rock Road and ending at Folsom Boulevard with the overcrossing being the focal point of the improvements and Art Walk. The Art Plan provides the vision, art locations, budget, section process, and timeline for the Art Walk. In addition, the Project Landscape Architect has proposed signage to complement the site, guide people through the Art Walk and provide wayfinding to neighboring destinations. The limits of the Art Walk could be extended in future years under a separate project.

Approving the Art Plan will allow an RFQ to be issued for the art along the Art Walk which will begin the solicitation process outlined in the Art Plan and begin applying for grants for the proposed artwork. The final art selection will be brought back for City Council review and approval in Spring 2025.

FISCAL IMPACT AND FUNDING SOURCE

The Zinfandel Drive Bicycle and Pedestrian Overcrossing total project cost is $27,320,000. Project funding currently consists of $3,987,000 in Traffic Mitigation Impact Fees, $3,377,000 in Federal Highway Improvement Program Grants and $19,956,000 in State Active Transportation Program Grant Funds.

The funding required for the Art Walk and Signage proposed is approximately an additional $1,400,000. The City will be aggressively pursuing grants as an external funding source for the artwork. The proposed internal funding source to cover grant matches or any funding gap is the General Fund and/or Community Enhancement Investment Fund which would be programmed in detail as part of a future budgeting exercise.

ATTACHMENT(S)

1. Zinfandel Pedestrian Overcrossing Art Plan
2. Presentation

ART PLAN

City of Rancho Cordova
Zinfandel Bicycle and
Pedestrian Overcrossing

RANCHO CORDOVA
CALIFORNIA

May 23, 2024

CONTENT

03 Introduction

04 Vision

05 Overview of Artwork + Sign Locations

06 Artwork Sites

10 Artwork Selection

10 Artist Selection + Design Approval Outline

11 Art Budget

11 Timeline

12 Signage

14 Additional Recommendations

14 Definitions

14 Appendix



INTRODUCTION

The nearly mile-long Zinfandel Bicycle and Pedestrian Overcrossing (ZBPO) is located at the center of the Rancho Cordova community, adjacent to City Hall, and in the middle of the region's 2nd largest employment area. Once completed the trail will connect the communities and businesses on the north and south sides of Highway 50.

The overcrossing is designed to do more than allow pedestrians and bicyclists to safely pass over a major freeway to get home, to school, or to work. It presents an exceptional opportunity to create a unique environment through architecture, design, and public art.

From the freeway, travelers will see the landmark, 50-foot-tall tied arch bridge, spanning ten lanes of Highway 50 designed by the State of California, Department of Transportation. A large "City of Rancho Cordova" sign will be seen by westbound travelers. The combination of the bridge and the sign create an iconic gateway to the City.

Cyclists and pedestrians who are inspired to explore the area will experience a beautifully landscaped trail populated by distinctive artworks. Whether passing through or pausing along the trail, the public will experience a place that uniquely identifies the City of Rancho Cordova.

All the elements of the ZBPO project, from the landscaping to the bridge design, to signage, are integral and therefore considered in this plan.

The Plan is informed by research that included interviews with community stakeholders. City staff provided vital input and feedback throughout the process. Atlas Lab, the Landscape Architects, and signage designers for the ZBPO were consulted throughout the process to ensure the art and signage is integrated with the art.

The Art Plan was informed by City documents and plans including the Rancho Cordova Arts Strategic Plan which provides a road map to continue building art programs and outlines guiding principles to inform decisions on art programming. The Corridor Enhancement Plan (in an early stage of development) which identifies opportunities to beautify and enhance key corridors and entrances into the City was also utilized. The Art Plan considered City public art strategic planning goals and priorities for public art including the Art Block. It also considered the City's past artist selection processes.

The Art Plan outlines a vision and sites for artworks, with an artist selection process and recommended budgets for the artworks. It also shows sites and conceptual designs for signage and wayfinding.

It is recommended the Art Plan be used as the base for future art and design decisions on the ZBPO, be integrated with the Corridor Enhancement Plan, and help inform future public art program planning decisions.



VISION

The vision is meant to guide artist selection panelists and the City Council as they select artists and approve artwork designs and to help artists as they develop their ideas for the project. The overarching goal is to ensure the artworks are distinctive and fully integrated into the ZBPO in scale and concept.

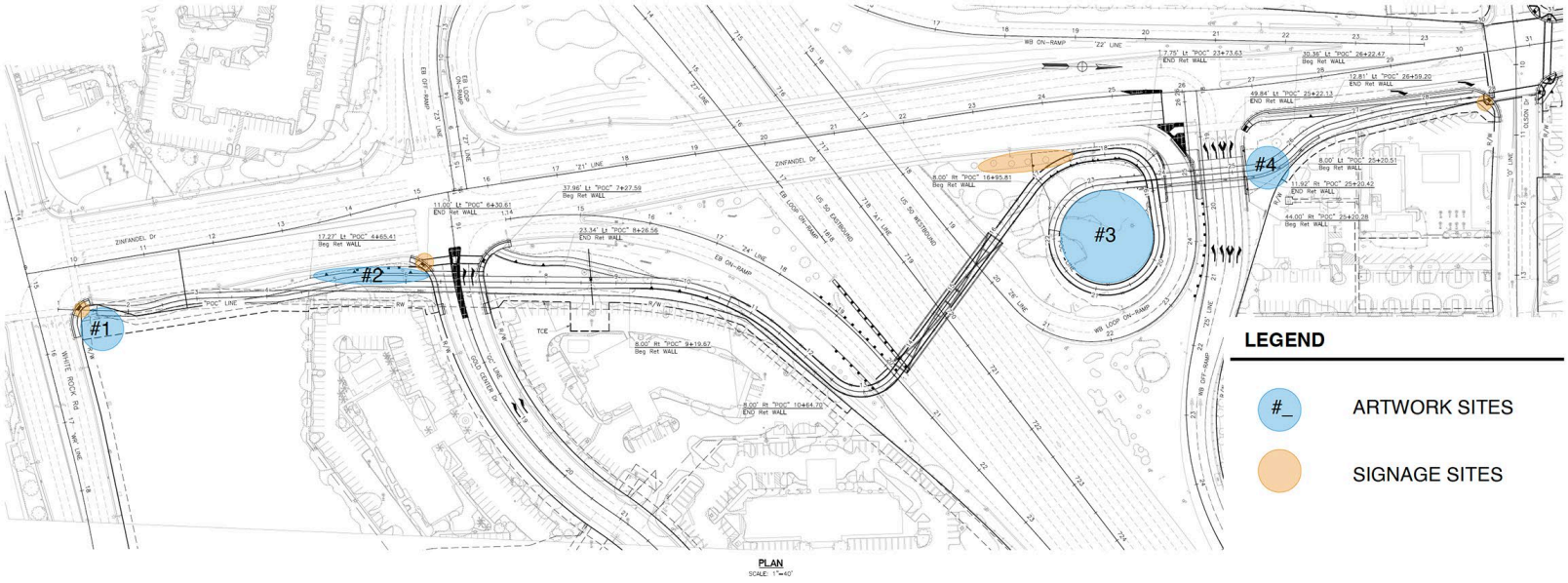
The Artwork should:

- **Reflect Rancho Cordova's identity at the crossroads of California geographically, historically, culturally, and commercially**
- **Consider the site's connection between the northern and southern neighborhoods**
- **Consider the site is a thoroughfare and will be experienced by pedestrians and bicyclists as they traverse the site.**

OVERVIEW OF ARTWORK + SIGN LOCATIONS

The ZBPO trail runs parallel to Zinfandel Drive, a major six-lane throughfare. The trail begins at the northeast corner of White Rock Road and Zinfandel Drive, then continues north and crosses under Gold Center Drive at the entrance to the City Hall complex. It then goes over the eastbound freeway entrance and Highway 50 along the iconic helix tied-arch bridge structure. On the north side of the freeway, the trail winds down in a circular pattern and makes its way under the westbound freeway on and off ramps. It continues along Zinfandel Drive and then terminates at the Light Rail Station at Folsom Boulevard.

There are four sites identified for art and four for signage locations (see plan A below). The sites were selected to achieve specific goals which are described below.



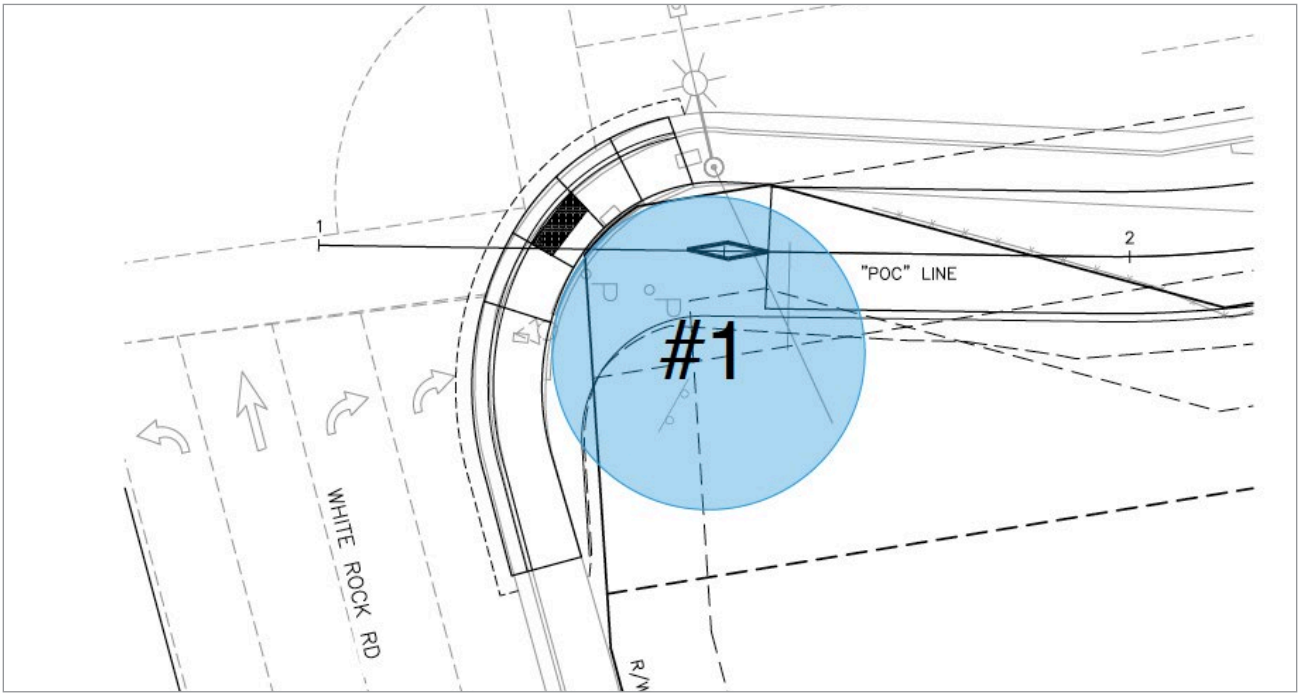
ARTWORK SITES

#1. SOUTH GATEWAY ENTRANCE

A sculpture or sculptural installation is suggested for the south gateway entrance to the ZBPO on the northeast corner of White Rock Road and Zinfandel Drive. The commissioned artwork(s) should be visible and interesting by car, foot, bicyclist and mark the entrance to the trail.

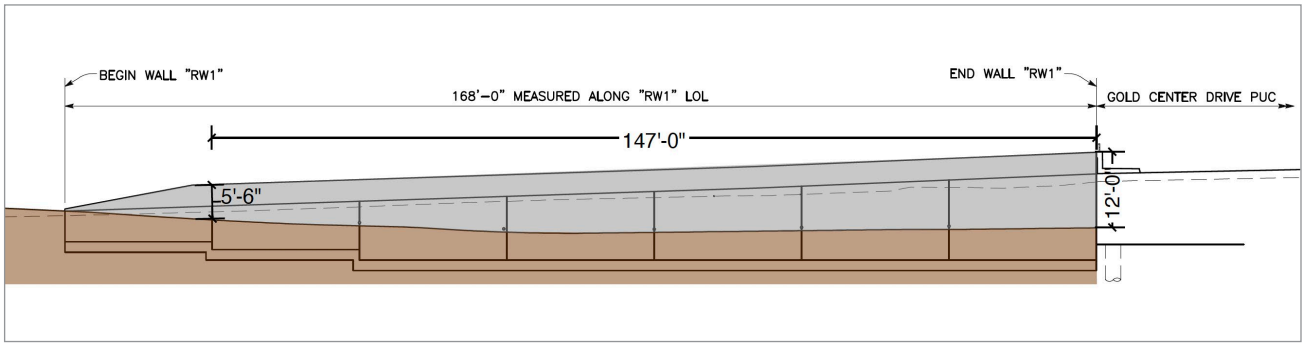
It is recommended the artist be selected once plans have been finalized within the project acquisition necessary for the trail, so that the artwork can be designed for and have an interrelationship with the location.

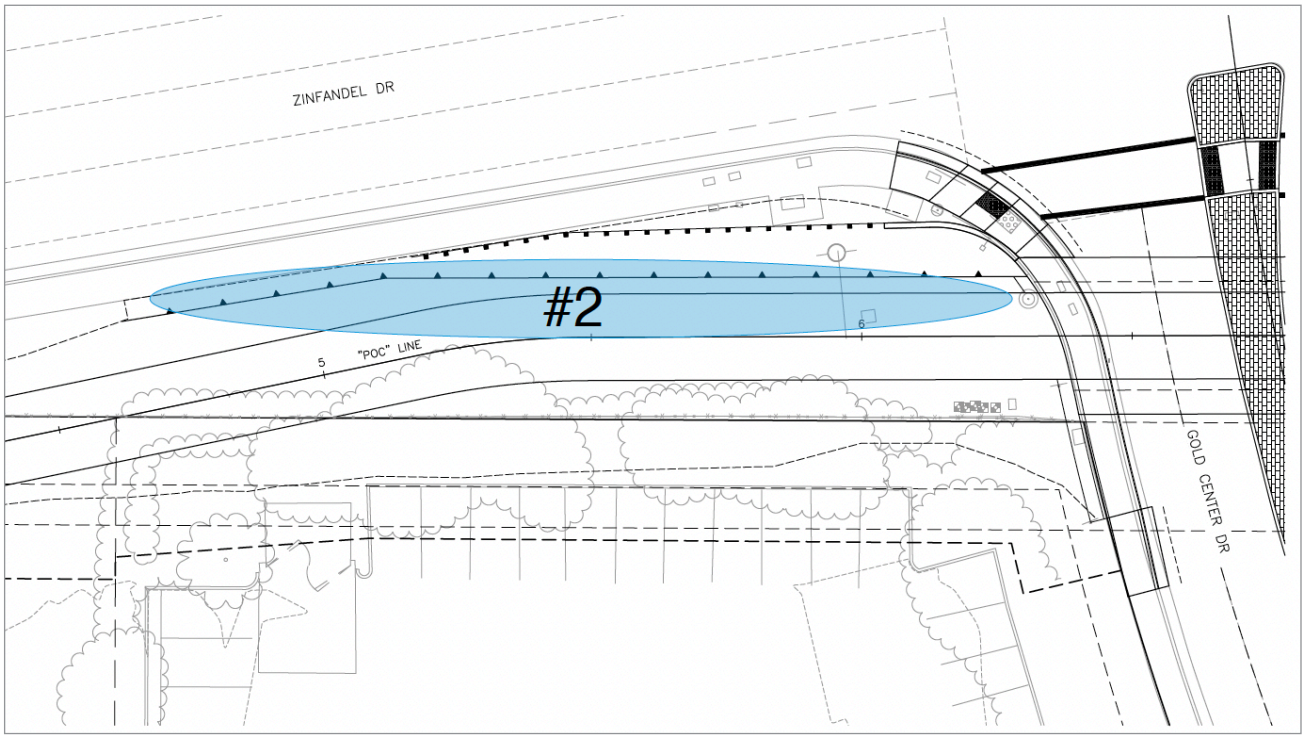




#2. SOUTH WALL

Starting at ground level, a 168-foot-long concrete retaining wall gradually increases vertically to 12-feet high and frames in the trail as it descends beneath Gold Center Drive. It is a dramatic and large-scale surface specifically selected to give two-dimensional artists who may not have experience making work in the public realm, an opportunity to design a two-dimensional artwork that can be fabricated in glass, ceramic, or other durable materials onto the surface. It is assumed the artwork would only partially cover the wall but activate the surface for the entire length. It is further recommended this site be reserved for artists living in the Sacramento County region.



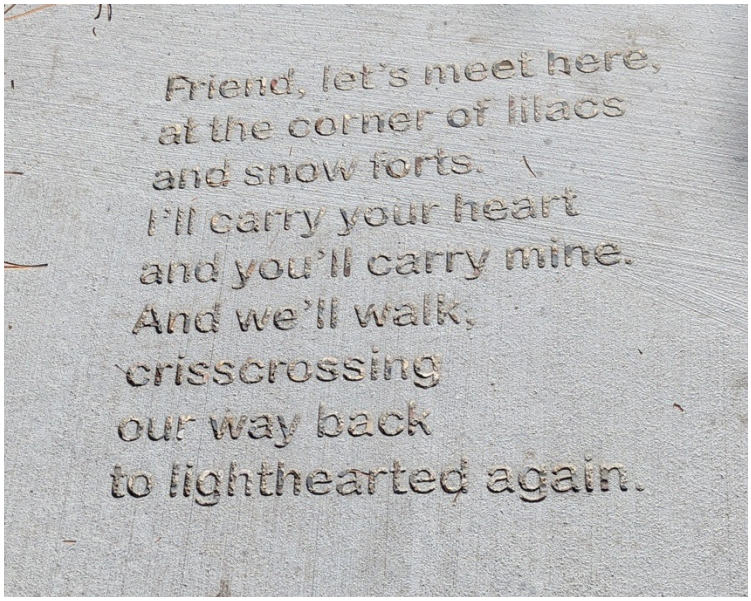


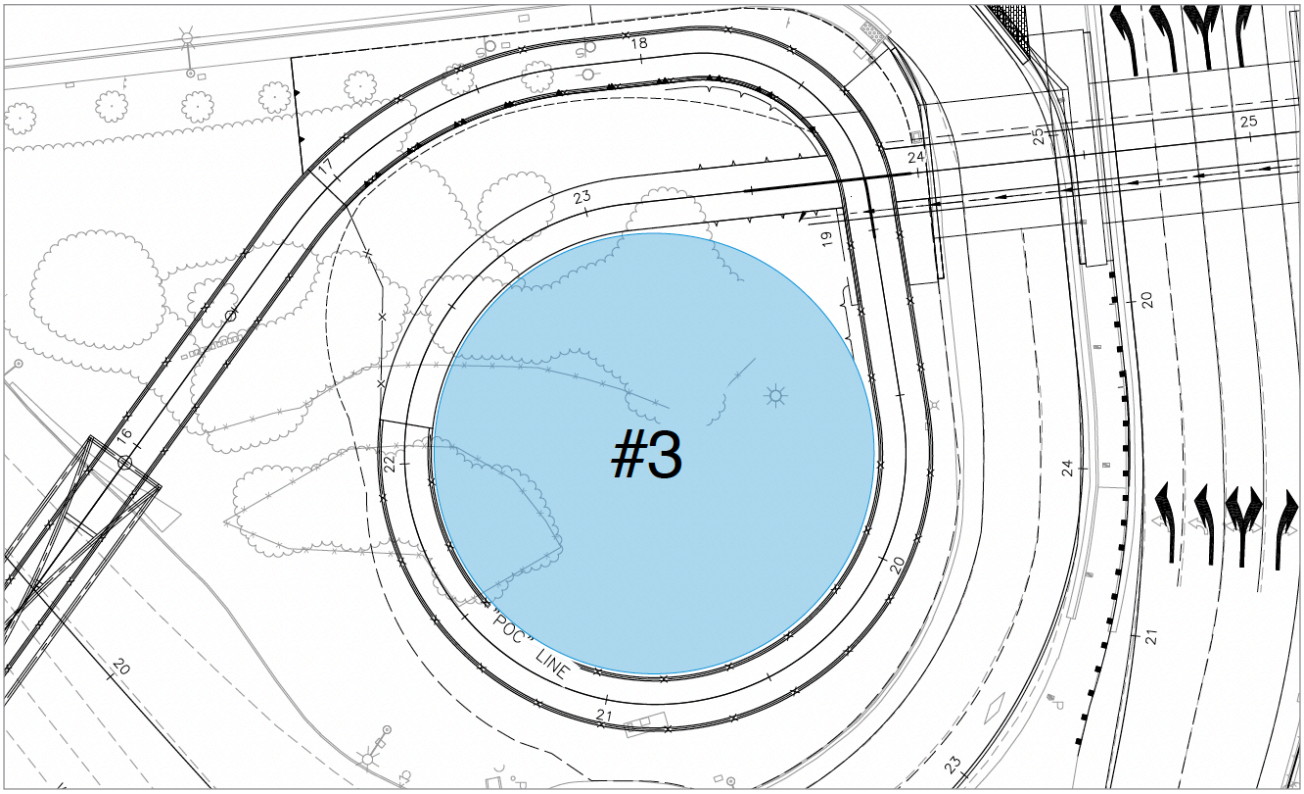
#3. POETRY ROUNDABOUT

A circular ramp approximately 500 feet long is the pathway for bicyclists and pedestrians to travel to and from the bridge on the north side of Highway 50. The pathway is visible from the bridge.

To make poetry accessible to a broad community, it is recommended one or multiple poets be selected to write site specific work, to be stamped or embedded intermittently in the concrete surface of the pathway descending from the bridge.



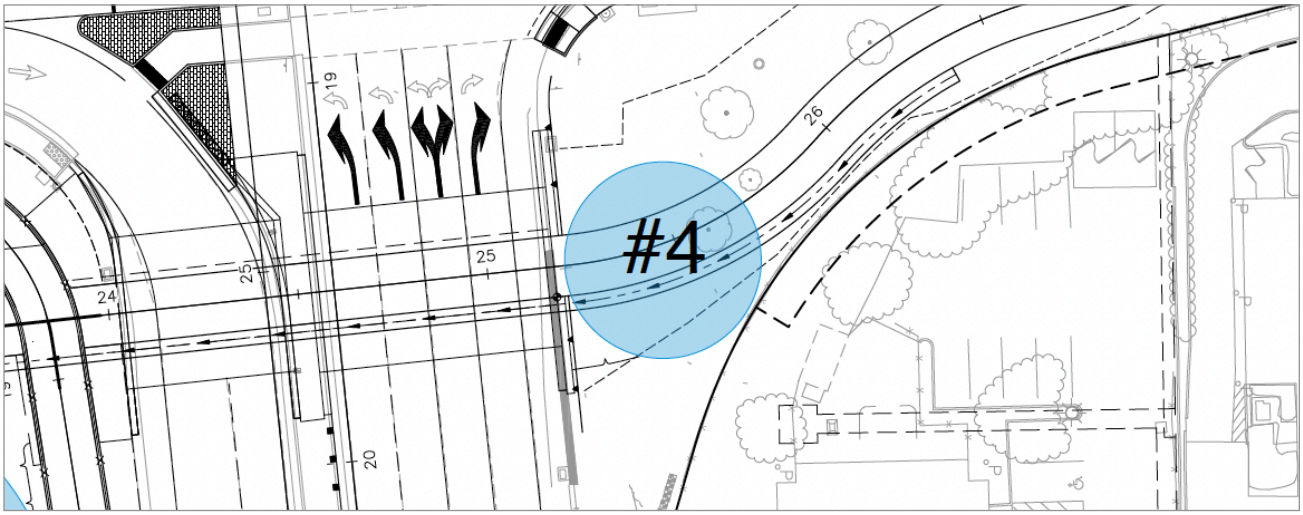




#4. NORTH GATEWAY ENTRANCE

At the entrance at the north side of ZBPO, the trail opens as one descends under the freeway entrance. A sculpture or sculptures over the pathway or distributed along one or both sides of the pathway, are recommended.





ARTWORK SELECTION

Artists will be selected in a national competition through a Call for Artists in which artist qualifications will be requested.

One or more Artist Selection Panels will be convened to review applications, select one or more finalists to create a project proposal, and recommend proposed artwork designs for the projects outlined in this Art Plan.

Proposed artwork designs will be recommended by the Artist Selection Panel(s) to the Rancho Cordova City Council for approval.

The Artist Selection Panels will be comprised of the following representatives:

- **Landscape Designer**
- **Art Stakeholders Group**
- **Community representative**
- **Arts professionals**
- **City Representative**

Applications and artwork proposals will be reviewed based on the following criteria:

- **The artistic merit of past work including innovative and effective approaches to creating work that is timeless in terms of concept and design.**
- **Ability to design (or a proposal for) an artwork that aligns with the project vision as outlined in the project Art Plan.**
- **Effective community engagement skills and demonstrated ability to collaborate with City staff, contractors, design professionals, engineers, and others.**
- **Probability of successful execution and completion of the project.**
- **Qualifications that reflect the ability to create an artwork with materials that are appropriate for the conditions of the site, taking into consideration maintenance, safety, and longevity.**
- **Completeness of application and/or proposal.**

Intensive outreach will be made to the Rancho Cordova and Sacramento regional community, with preference given in scoring to Sacramento County area artists.

ARTIST SELECTION + DESIGN APPROVAL OUTLINE

1 **Art Plan:**
City Council Final Review and Approval

2 **Artist Selection Panel:**
Reviews Submissions / Selects Finalists

3 **Finalists:**
Paid to Develop Design Proposals

4 **Artist Selection Panel:**
Reviews and Selects Final Designs

5 **City Council:**
Approves Final Designs

ART BUDGET

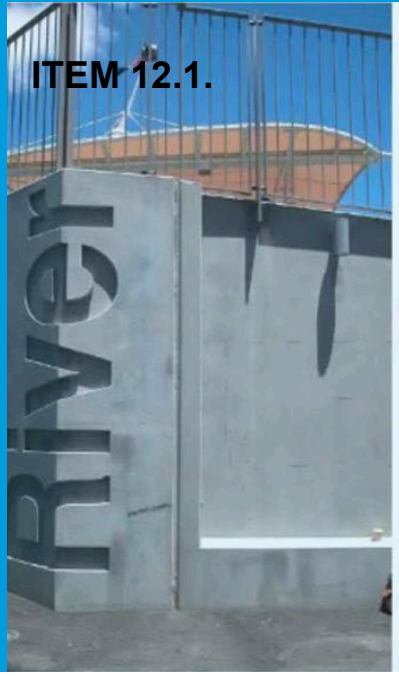
Approximate artwork budgets include all costs to fabricate and install each artwork. A contingency for unexpected circumstances is included and if not used, would be allocated to temporary artworks, art education programs, or future artwork maintenance and conservation located on the Crossing. The budget does not include lighting or signage.

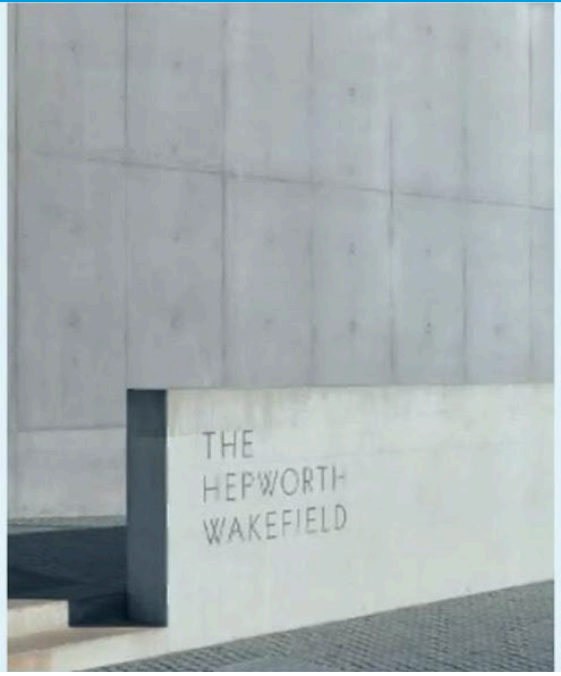
Description	Estimate
Site #1: South Entrance	$200,000
Site #2: South Wall	$250,000
Site #3: Roundabout	$200,000
Site #4: North Entrance	$200,000
Administration	$80,000
Contingency	$80,000
Total	**$1,010,000**

TIMELINE

It is the intention that apart from the South Gateway Entrance artwork, artworks will be selected, fabricated and installed in alignment with the ZBPO construction project as described below. The timeline for the South Gateway Entrance artwork will be developed when the use of the corner lot at Zinfandel Drive and White Rock Road has been determined.

Art Plan Approval	Summer 2024
RFQ Release	Summer 2024
RFQ Deadline	Summer 2024
Finalist Selection	Summer 2024
Artist Proposal Development	Fall 2024
Artist Proposal Approval	Fall 2024
Artwork Fabrication	Winter 2025 – Winter 2026
Artwork Installation	Spring 2026







SIGNAGE

The signage in principle is intended to be timeless. To be a feature in the urban landscape that blends naturally into the surrounding and not be overly stylized. The signage needs to work with both historical and contemporary signs, spanning multiple decades. The signage shall frame a simple message of orientation and identification of the city. It shall incorporate bold and legible text and be visually secondary to the art, the tied arch bridge and to the adjacent urban landscape. The text font may take its cues from the clarity and geometry of the "All-America City, Rancho Cordova City Hall" sign. A monochromatic or black and white color palette for the signage is suggested to evoke a simple, timeless, elegant, and civic character.

The following four sites along the ZPBO have been designated for signs. Two "Entrance Signage" areas mark the entrances of the walkway or art walk and serve to orient visitors to the path and adjacent artwork. The other two signage elements are "City Signage" areas aim to identify the City of Rancho Cordova, from arriving into the city from Highway 50 or passing along Highway 50. Although these signs have different purposes and vary greatly in scale, they will share unifying design elements.

ZINFANDEL DRIVE AND GOLD CENTER DRIVE CITY SIGNAGE

This is the entrance to the City Hall complex. The signs would be located on one or both sides of the streets and should be clearly visible to motorists.



ROUNDABOUT CITY SIGNAGE

A 125' foot retaining wall on the north side of the freeway is the site for a "City of Rancho Cordova" sign. Monumental in scale, the site is visible to thousands of motorists traveling west on Highway 50 and pedestrians and bicyclists using the trail.

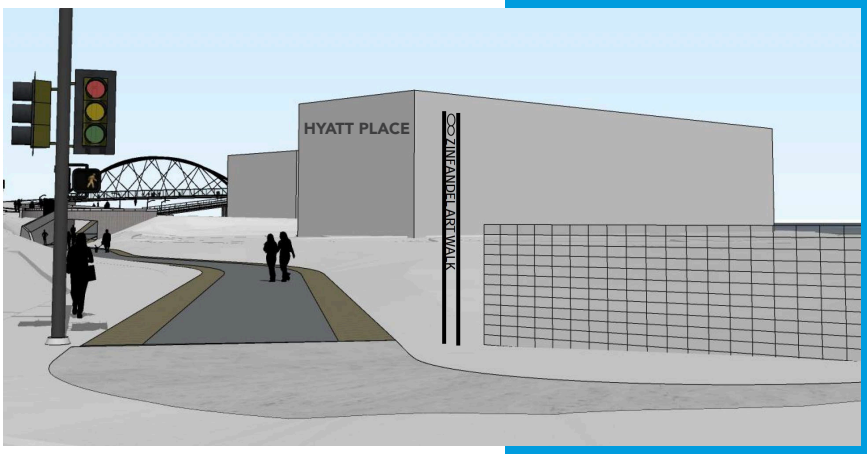


TRAIL ENTRANCES

NORTH AND SOUTH TRAIL ENTRANCES AT WHITE ROCK ROAD & ZINFANDEL DRIVE

NORTH TRAIL ENTRANCE AT GOLD CENTER DRIVE AND ZINFANDEL DRIVE

These signs mark the entrances to the trail and should consider and not compete visually with the artworks that are sited nearby.



ADDITIONAL RECOMMENDATIONS

It is recommended that a City-wide public art plan be developed to guide City Council in realizing and implementing public art priorities.

At minimum the plan should prioritize public art priority sites, a process for selecting artists and approving art, and policies for accepting gifts and donations, and decommissioning artworks.

Public art site priorities should be integrated into City planning documents including plans for the development of public buildings, parks, and bike paths, the Mills Crossing Development project, Corridor Engagement Plan, and future City development.

DEFINITIONS

Artist: Artist or team of artists whose body of work and professional activities demonstrate serious ongoing commitment to the fine arts.

Art professional: An individual who has received specialized training in the arts or arts-related field and is recognized as a professional by their peers. Arts professionals may include artists, curators, art historians, art educators, arts administrators, design professionals, and others.

Artwork: A work in any media that is the result of the creative expression of an artist.

City of Rancho Cordova Art Stakeholders Group: An ad hoc committee convened by the City to make art and public art programming decisions.

Regional Artist: Artist that resides within Sacramento, Yolo, Yuba, Placer, Butte, El Dorado, and Solano Counties

APPENDIX

Rancho Cordova Bicycle Master Plan
https://www.cityofranchocordova.org/home/showpublisheddocument/13315/636349380279700000

Rancho Cordova Bike Map
https://www.cityofranchocordova.org/home/showpublisheddocument/14511/637582416593870000

Rancho Cordova Pedestrian Master Plan
https://www.cityofranchocordova.org/home/showpublisheddocument/11101/635900977342400000

City of Rancho Cordova Arts Strategic Plan, Rancho Cordova, California, Ver.12/2019

City of Rancho Cordova Community Enhancement & Investment Fund Fiscal Year 2020/2021 Citizen Report
https://indd.adobe.com/view/4f60e6b8-7e11-48e2-95a3-3284349863af

Zinfandel Pedestrian Overcrossing & Art Walk

August 5, 2024

RANCHO CORDOVA CALIFORNIA

CityOfRanchoCordova.org

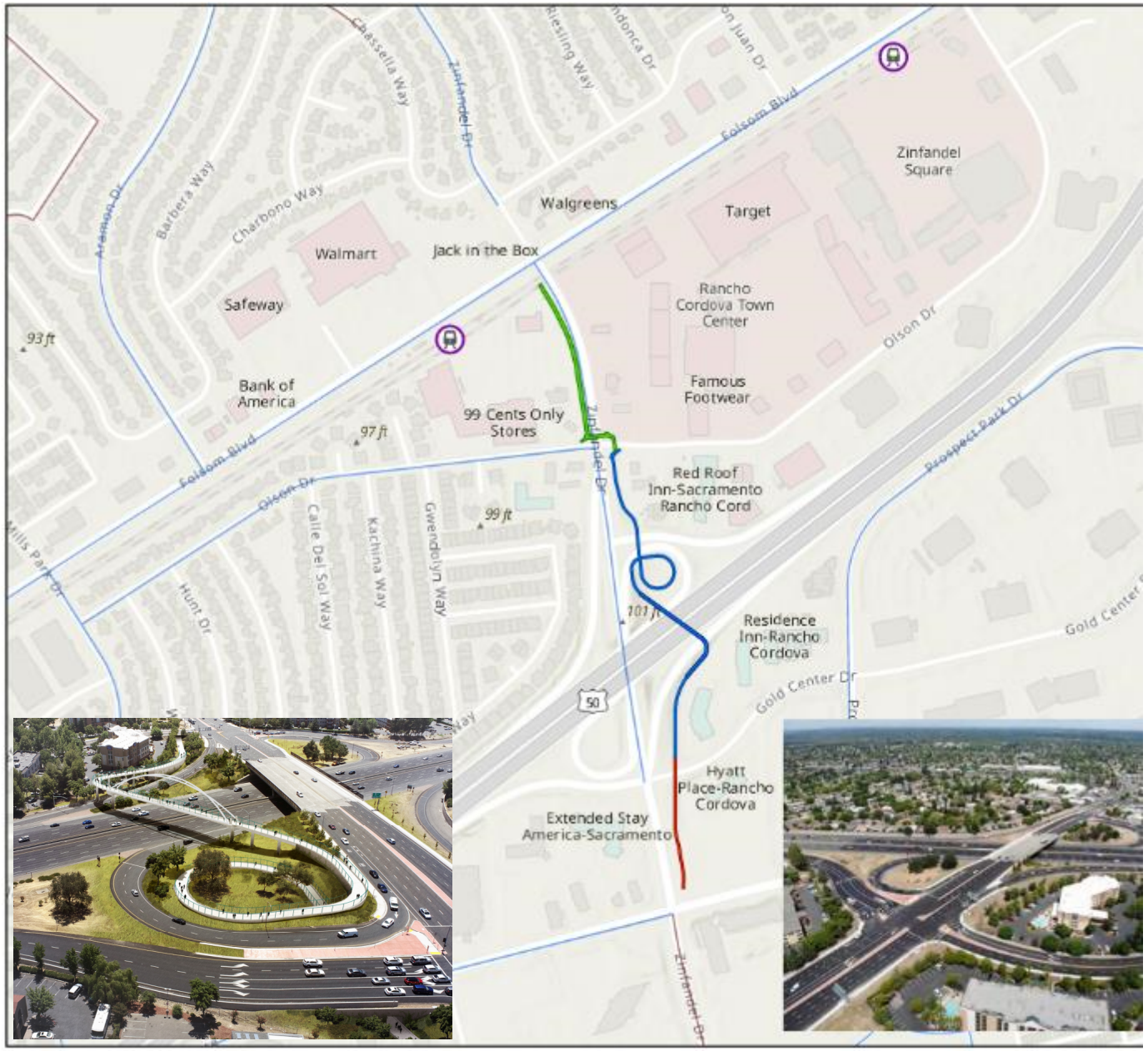
Meeting Goals

- Update Council on:
  - Project Goals & Vision
  - Project Status
  - Project Aesthetics
    - Art Plan
    - Proposed Artwork & Signage
  - Next Steps

- Receive Council Input and Direction on the Project Aesthetics

RANCHO CORDOVA CALIFORNIA

Zinfandel Pedestrian Overcrossing & Art Walk



Project Goals & Vision:

- **The Art Walk will enhance multimodal trail, establish placemaking, and meets City public art strategic planning goals.**
- **Improves multimodal access along Zinfandel Drive**
- **Improves connectivity to existing SacRT Light Rail Stations along Folsom Blvd.**
- **Increase safety by reducing conflict zones at Highway 50 ramps.**
- **Increase safety at Olson Drive**
- **Support the goals of the City's Bike and Pedestrian Master Plans**
  - **Grade Separated Crossings, particularly at Highway 50**
- **Supports Economic Development in the City's Employment Centers**
  - **Connects employment centers south of Highway 50 with commercial centers north of Highway 50**

Zinfandel Pedestrian Overcrossing Project Status



- **$23.3M in grant funding received for the Project.**
- **Total Project cost $27.3M.**
- **Summer 2024: Project Approval and Environmental Document Phase**
  - **August 5, 2024: City Council consideration for approval of the Initial Study Mitigated Negative Declaration**
  - **September 2024: Caltrans Approval of Project Report**
- **Summer 2024 – Fall 2024: Right of Way Phase**
- **Summer 2024 – Winter 2025: 65% to 100% Design Phase**
- **Spring 2025: Complete Design and State Grant Fund Authorization**
- **Summer 2025: Construction Start**
- **Early 2027: Project Completion**

Proposed Artwork Locations



RANCHO CORDOVA
CALIFORNIA

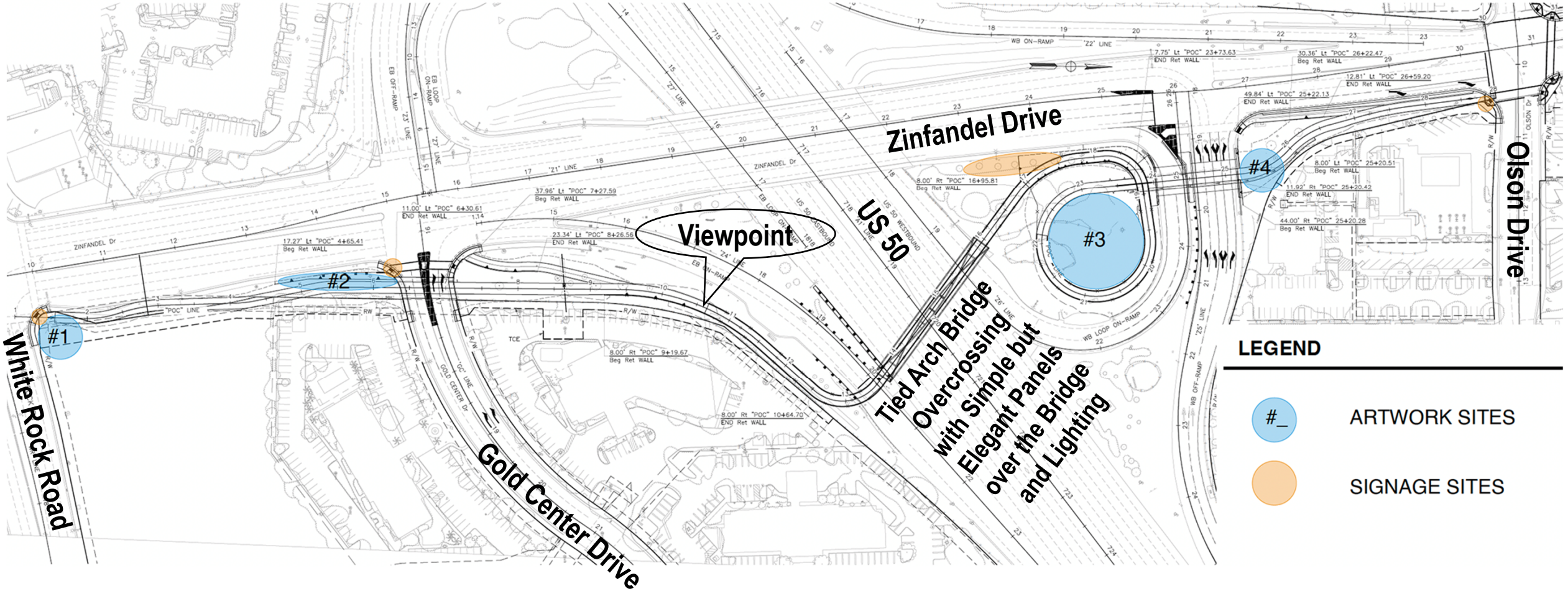
Zinfandel Pedestrian Overcrossing & Art Walk



The Artwork Should:

- **Be a gateway to and from the Zinfandel Bridge Overcrossing**
- **Reflect Rancho Cordova's identity at the crossroads of California geographically, historically, culturally, and commercially**
- **Consider the site's connection between the northern and southern neighborhoods**
- **Consider the site both a destination and connection that will be experienced by pedestrian's and bicyclists as they traverse the site**

Proposed Art Walk Experience

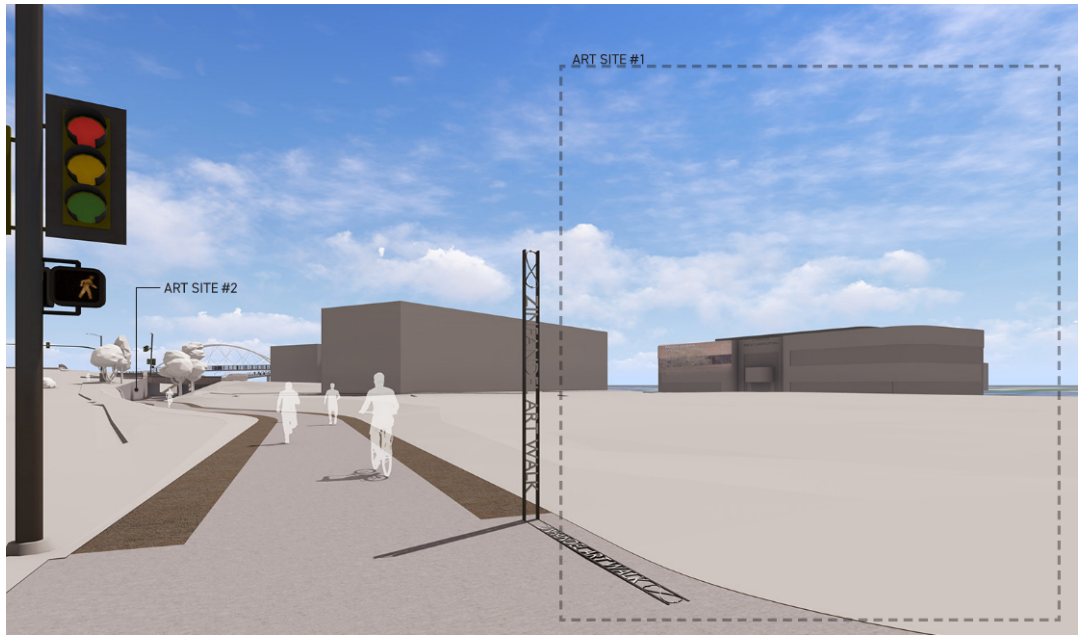


Artwork Site #1: Corner of White Rock & Zinfandel



Northeast Corner of Zinfandel Dr & White Rock Rd

- **Budget: $200,000**
- **One or more sculpture(s)**
- **Visible by car**
- **Marks south entrance to trail**



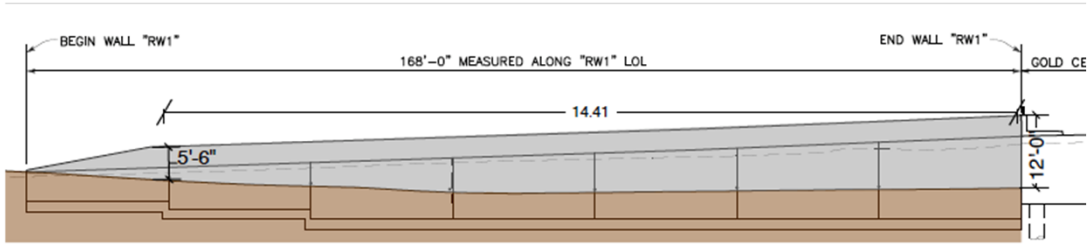


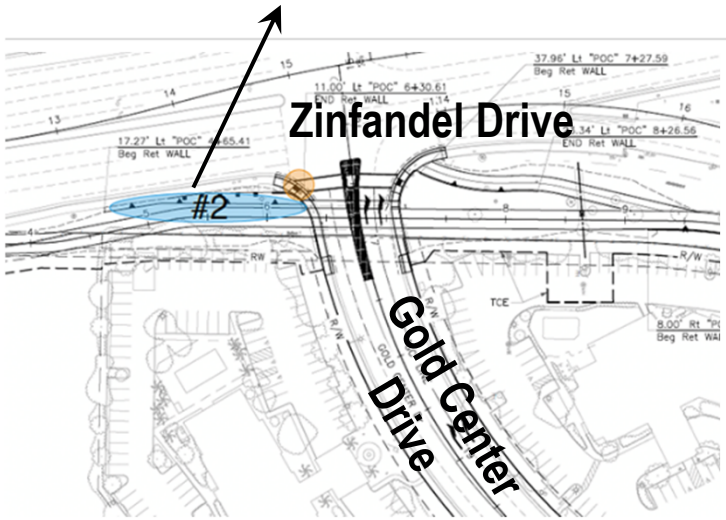




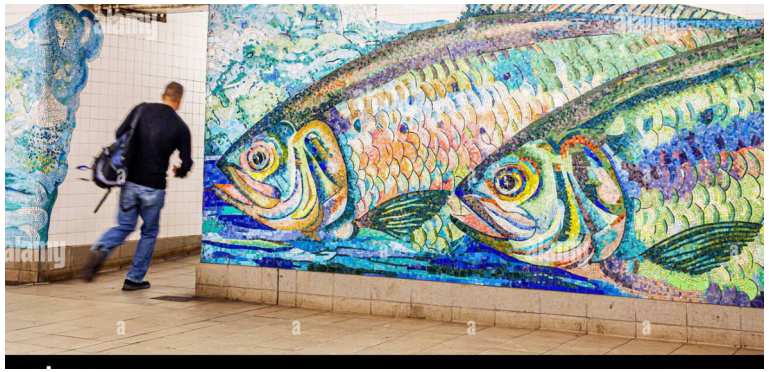


Artwork Site #2: South Wall Entrance



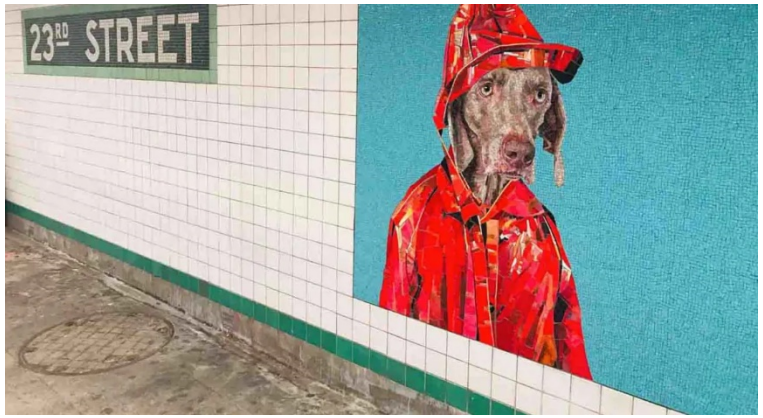


- **Budget: $250,000**
- **Mosaic**
- **Partial cover**
- **Recessed**
- **Opportunity site for proposals from local 2-D artists**









Artwork Site #3: Loop

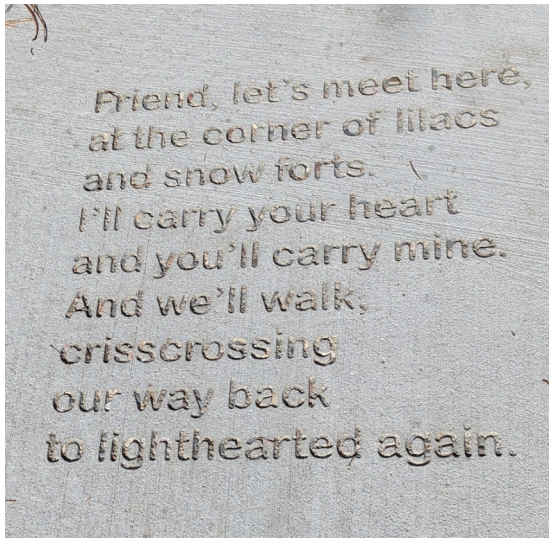


- **Budget: $200,000**
- **Integrated into pathway**
- **Contract with a curator to select poets and commission a poem**
- **Intermittent**
- **Visible from bridge and seen as you walk down the ramp**
- **Over walkway, embedded in walkway or railing**









Artwork Site #4: North Entrance



Proposed Art Location

Proposed Art Location South of US WB Off-ramp





- **Budget: $200,000**
- **Sculpture(s)**
- **Over walkway or next to path**

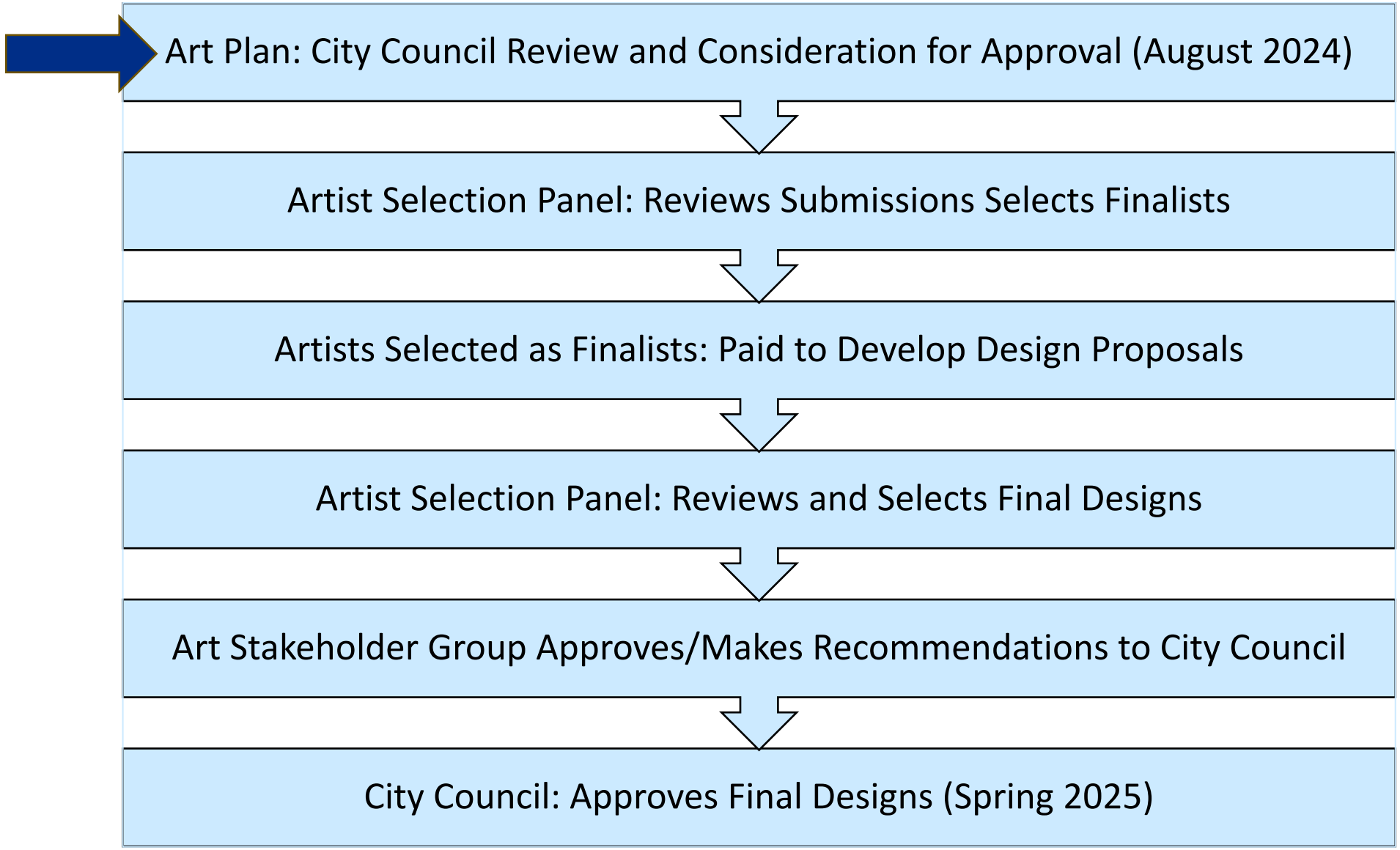


Artist Selection Recommendations



- **National competition with intensive outreach to the Rancho Cordova community and Sacramento Region**
- **Represent local artists with preferential scoring**
- **Selection panel representatives:**
  - **Landscape Designer (one)**
  - **Art Stakeholders Group (one)**
  - **Community representative (one)**
  - **Arts professionals (four)**
  - **City staff representative (one)**

Art Work Selection Process



Proposed Signage Locations



Zinfandel Pedestrian Overcrossing & Art Walk

Existing City of Rancho Cordova Signage







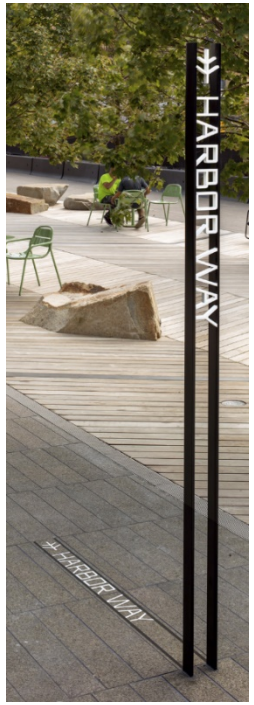


The Signage should be:

- **Timeless**
- **Secondary to Art, Bridge and Landscape**
- **Simple Frame, Legible Text**

Proposed Signage – Precedent Images



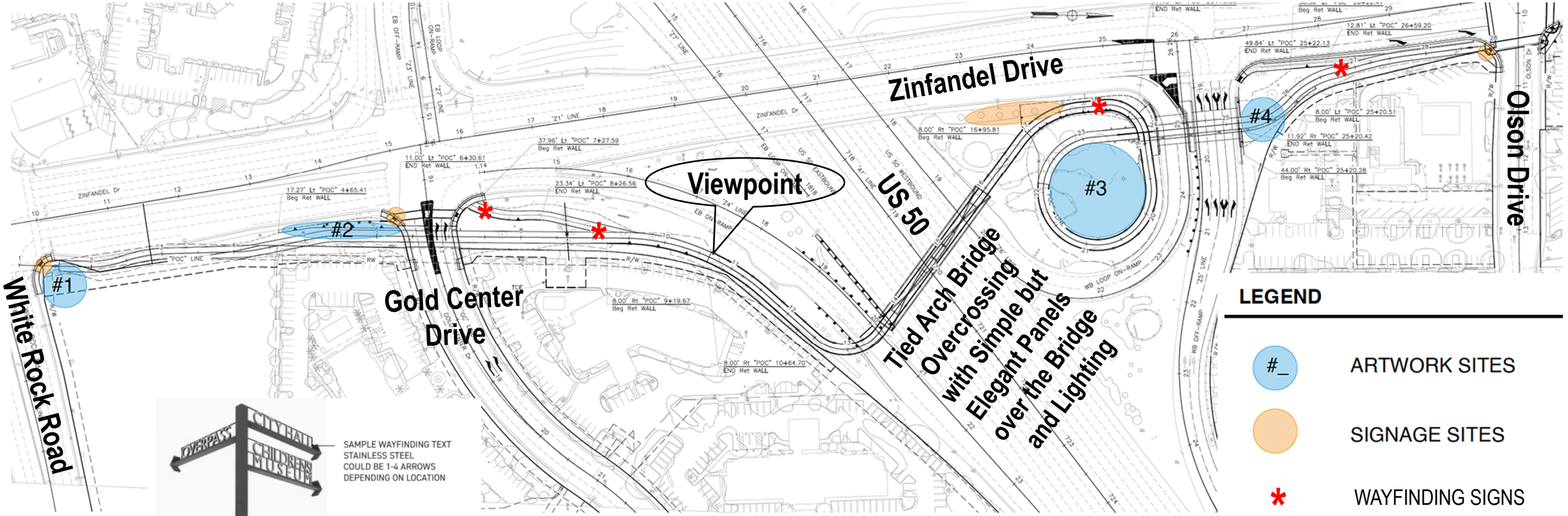








Proposed Art Walk Experience





Potential Wayfinding Sign

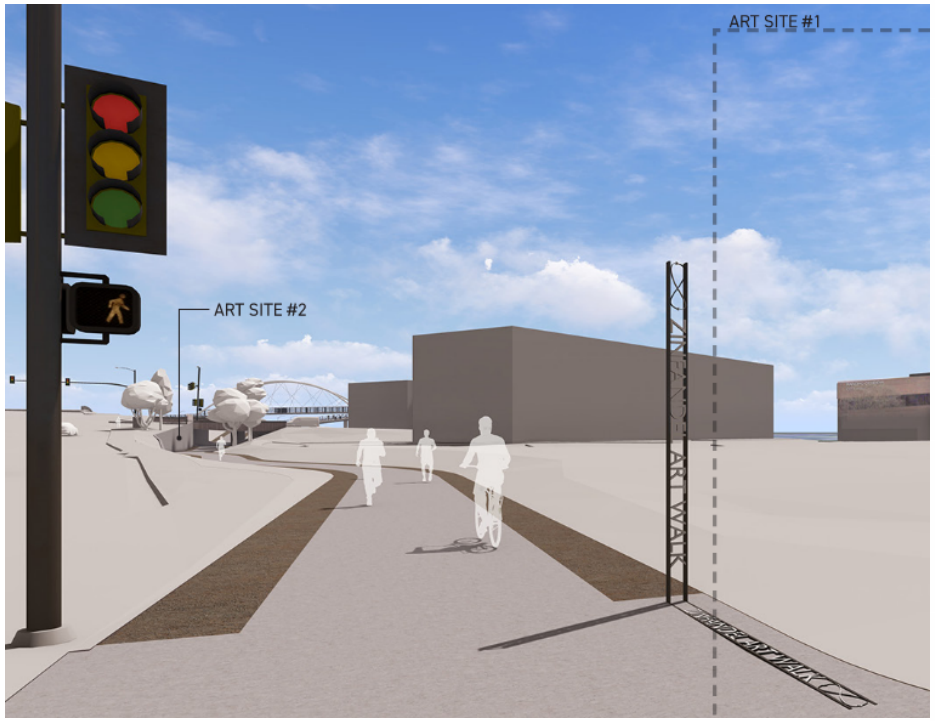
Zinfandel Art Walk Entrance Signage

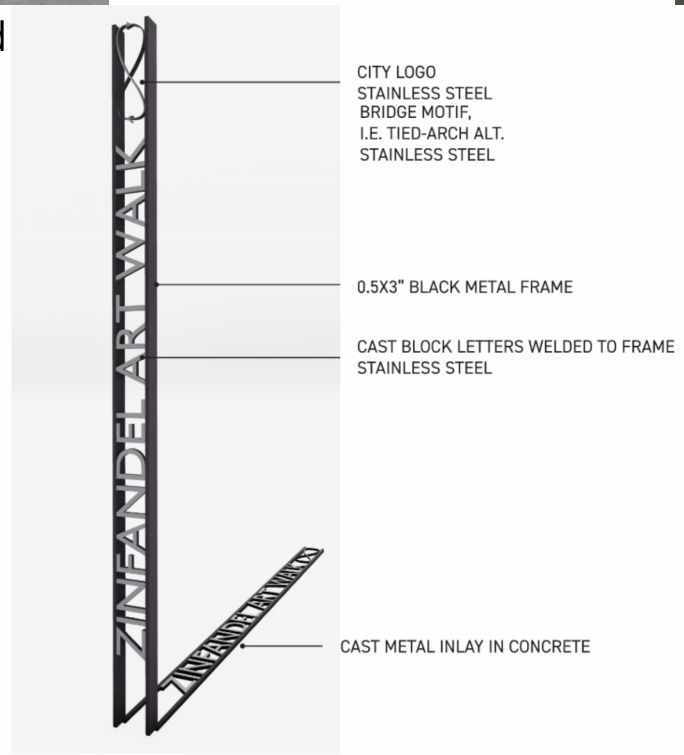


#1: Northeast Corner of Zinfandel Drive & White Rock Rd

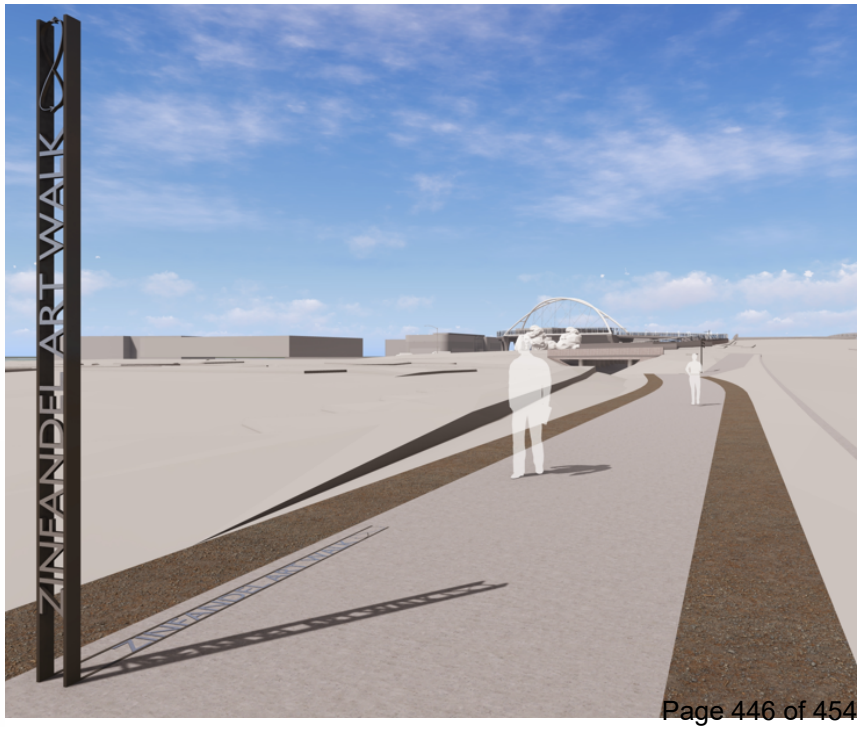


#4: Southeast Corner of Zinfandel Dr & Olsen Dr

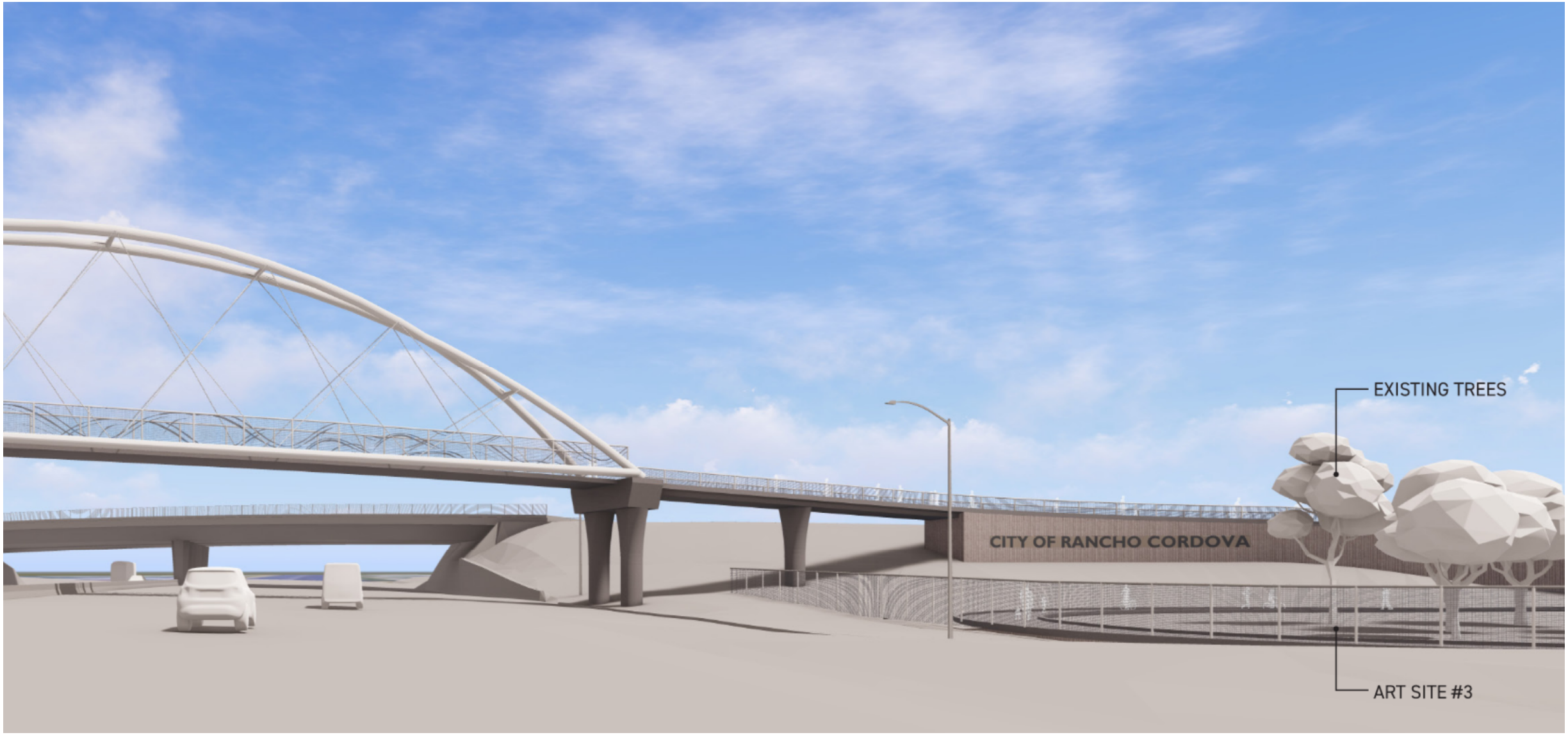




ENTRANCE SIGNAGE - 9-10 FEET TALL



Signage Site #2: Sign Visible to WB 50



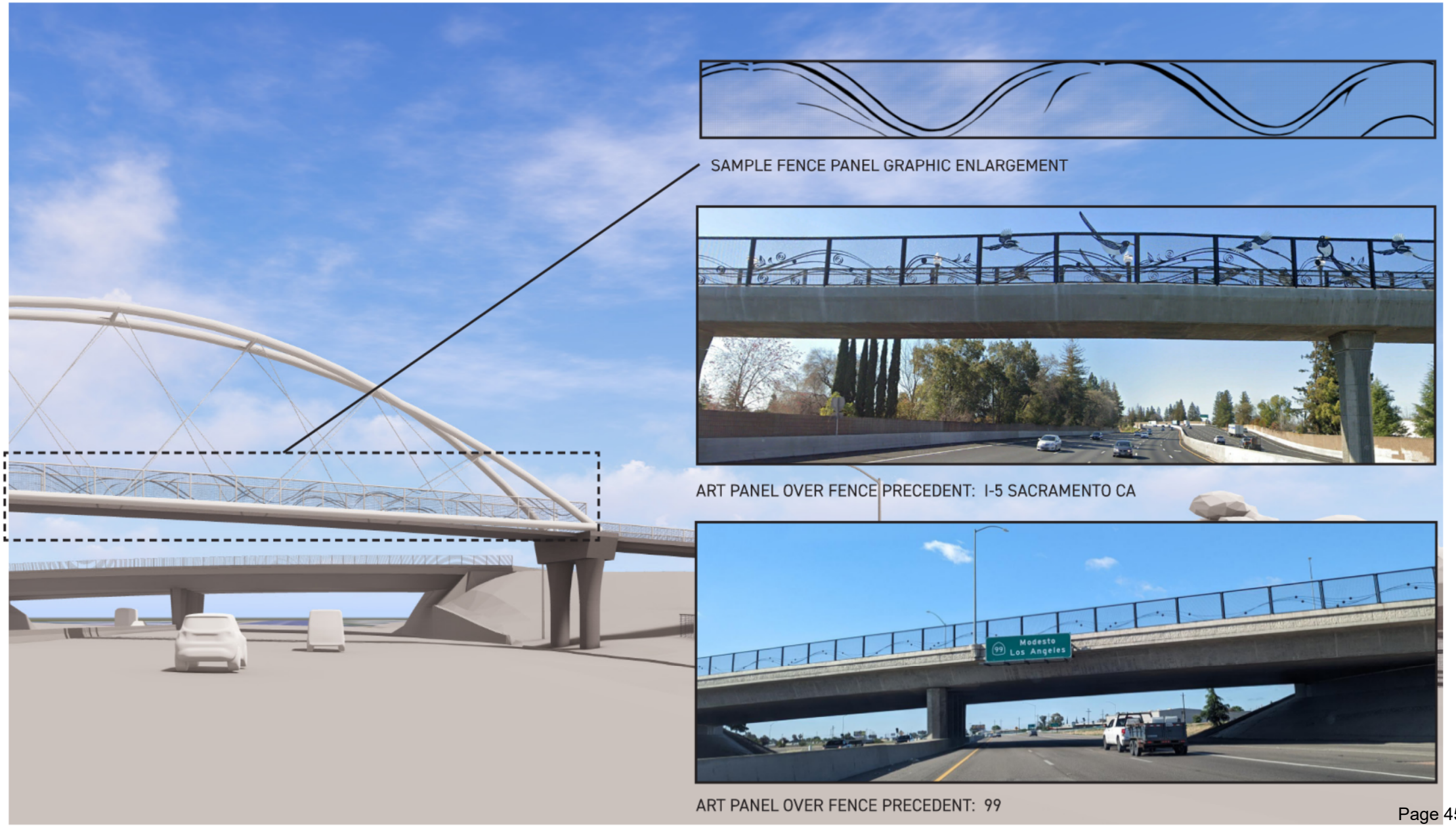
Signage Site #2: Sign Visible to WB 50



Signage Site #2: Sign Visible to WB 50



Zinfandel Pedestrian Overcrossing Fencing



Signage Site #3: Zinfandel Dr & Gold Center Dr



Proposed Sign Location



Art & Signage Plan Proposed Budget

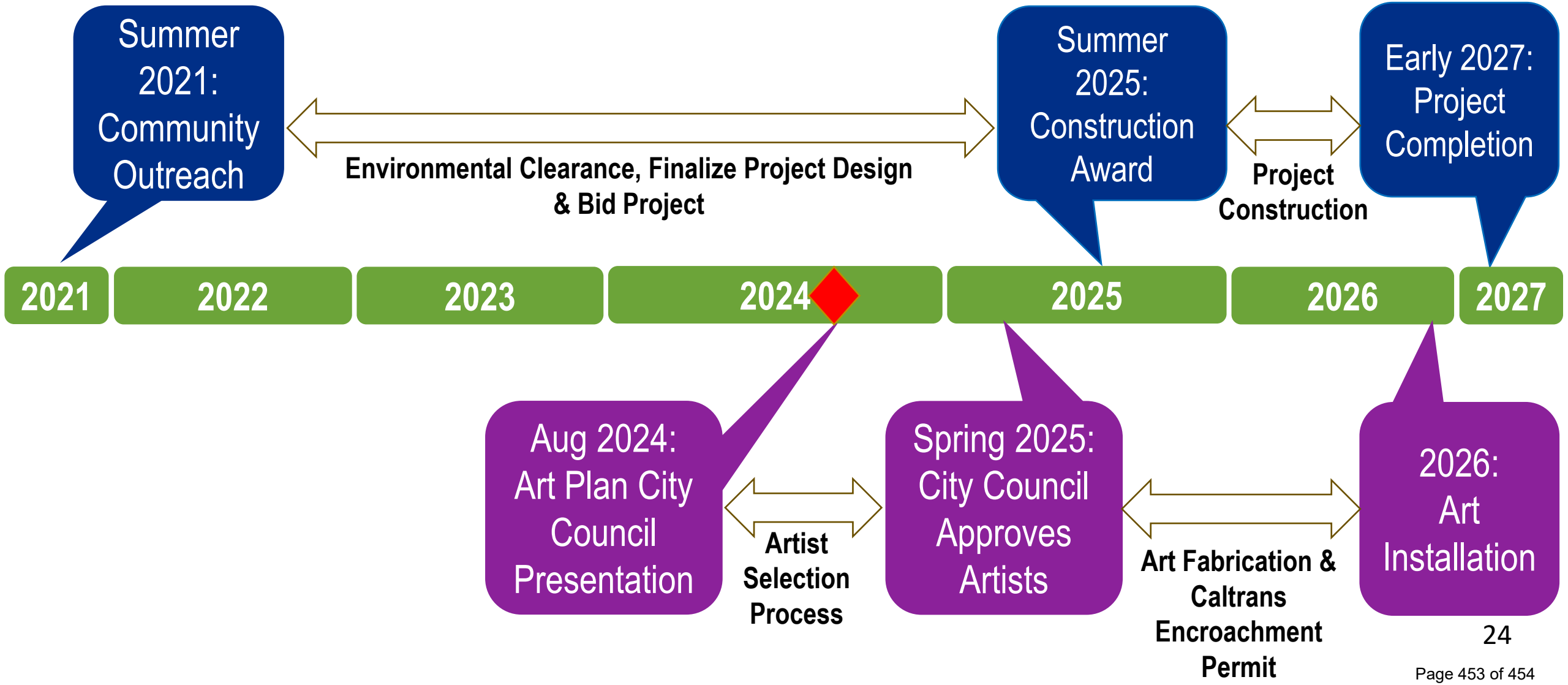
Proposed Budget

Opportunities for Funding:

External Grant Programs, Internal (General Fund/CEIF).

Description	Estimate
Site #1: South Entrance	$200,000
Site #2: South Wall	$250,000
Site #3: Roundabout	$200,000
Site #4: North Entrance	$200,000
Signage	$300,000
Administration & Contingency	$250,000
TOTAL	**$1,400,000**

Zinfandel Drive Pedestrian Overcrossing & Art Walk



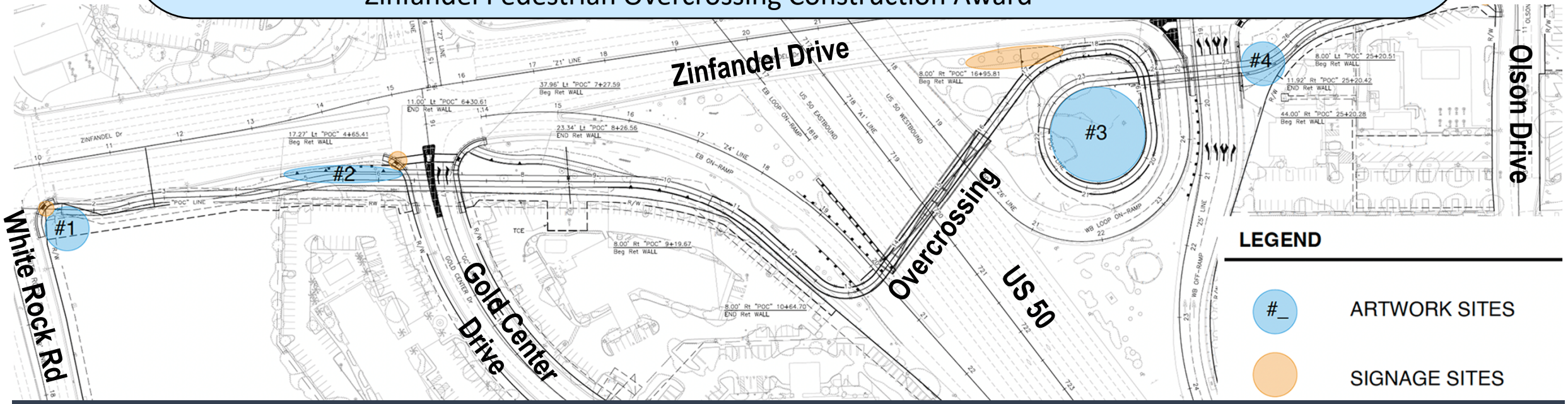
Zinfandel Drive Pedestrian Overcrossing & Art Walk

Next Steps

- Receive Council Input and Direction on the Proposed Art Walk & Signage
- Apply for Grants
- Direct Staff to identify funding source and incorporate $1.4M Budget for the Artwork & Signage in Budget Update
- Approve the Art Plan and Issuance of the Artwork Request for Qualifications

Future City Council Updates

- Approve the Zinfandel Art Walk Budget
- Zinfandel Art Walk artwork design selection
- Zinfandel Pedestrian Overcrossing Construction Award



Council Feedback