



JOHN HIDAHL
El Dorado County

DON NOTTOLI
Sacramento County

KERRI HOWELL - CHAIR
City of Folsom

DAVID SANDER
City of Rancho Cordova

PATRICK HUME
City of Elk Grove

**Regular Teleconference Meeting of the Capital SouthEast Connector JPA
Board of Directors**

Date: Friday, October 29, 2021, 8:30 a.m. to 10:30 a.m.

Meeting Location: Consistent with California Government Code Section 54953(e)(1)(a), an online meeting of the Capital SouthEast Connector JPA Board of Directors will be held exclusively via teleconference in light of COVID-19 and the state of emergency proclamation and state and local recommended measures for physical distancing, including the Sacramento County Public Health Officer's teleconferencing recommendation. This meeting will be held via Zoom. Join the meeting on your computer or mobile device:

<https://us02web.zoom.us/j/86516917339?pwd=U2dRQ282K3FIVkdCMG1lYXczNWpWUT09>

Meeting ID: 865 1691 7339

Passcode: 503693

To join the meeting by phone: 669 900 9128 **or** 346 248 7799

Public Comment:

If you wish to address the Board of Directors during the meeting, please wait until the Board Chair requests comments from the public. All public participants will be placed on mute during the meeting, until such time as the Board Chair requests public comment. Computer and mobile device attendees should use the Zoom "Raise Hand" feature when the Board Chair requests public comment. The "Raise Hand" feature can be found by moving your mouse on the Zoom meeting screen to reveal the toolbar. Then click on the "Participants" tab and then click "Raise Hand". Alternatively, windows users can use the keyboard shortcut ALT+Y and mac users can use the keyboard shortcut OPTION+Y to raise or lower your hand for comment. Phone attendees should press *9 to "Raise Hand" for public comment.

The Board of Directors requests that you limit your comments to three (3) minutes per person so that all present will have time to participate. The Board of Directors reserves the right to reasonably limit the total time for public comment on any particular noticed agenda item as it may deem necessary.

AGENDA

The Board may take action on any matter listed on this agenda to the extent permitted by applicable law. Staff Reports are subject to change without prior notice.

1. Call to Order & Roll Call: Directors Hidahl, Howell, Hume, Nottoli, Sander
2. Pledge of Allegiance
3. Public Comment on Non-Agenda Items

Members of the public may comment on any item of interest to the public within the subject matter jurisdiction of the Board of Directors. Each person will be allowed three minutes, or less if a large number of requests are received on a particular subject. After ten minutes of testimony, the Chair may choose to hear any additional testimony following the Discussion Items.

Please note, under the provisions of the California Government Code, the Board is prohibited from discussing or taking action on any item that is not on the agenda. The Board cannot take action on non-agendized items raised under "Public Comment" until the matter has been specifically included on the agenda. Those participants who wish to address a specific agendized item are encouraged to offer their public comments during consideration of that item.

4. Executive Director's Report: October Update

Consent Calendar Items

5. Approve Action Minutes of the September 24, 2021, Regular Teleconference Board Meeting
6. State and Federal Funding and Legislation Update (Receive and File)
7. Adopt Caltrans Local Assistance Procedures Manual Chapter 10 as Written Policies and Procedures for Federally Funded Engineering and Design Related Services
 - Resolution 2021-26
8. Authorize the Executive Director to Enter into a Cooperative Agreement with the State of California and the City of Elk Grove Related to the Interstate 5/Hood Franklin Road Interchange (Connector Segment A1)
 - Resolution 2021-27
9. Connector Project's Forecasted Reductions in Vehicle Miles Traveled and the Economic Benefit from Travel Time Savings (Receive and File)
10. Support the Connector Project as a Critical Rural Freight Corridor within the National Highway Freight Network
 - Resolution 2021-28
11. Connector Project Construction Update (Receive and File)

12. Connector Project Media Summary (Receive and File)

Discussion and Action Items

- 13. Update on Local Measure A Funding and Authorize the Executive Director to Execute a No-Cost Amendment to the Capital Project Allocation and Expenditure Contract with Sacramento Transportation Authority**
- Resolution 2021-29
- 14. Connector Segment C Update (Grant Line Road from Bond Road to Calvine Road) Related to the Sheldon Community Precise Roadway Plan**
- 15. Connector Project Environmental Mitigation Strategy Update**
- 16. Announcements or Final Comments from Board Members**

ADJOURN

The next meeting of the Capital SouthEast Connector JPA Board will be held on
December 10, 2021

*City of Rancho Cordova City Hall, Council Chambers
2729 Prospect Park Drive, Rancho Cordova, CA 95670

*Subject to change due to COVID-19 restrictions on public gatherings

NOTICE REGARDING CHALLENGES TO DECISIONS

Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the Board at, or prior to, the public hearing.

GOVERNMENT CODE 54957.5 et seq.

Public records, including writings relating to an agenda item for open session of a regular meeting and distributed less than 72 hours prior to the meeting, are available for public inspection at 10640 Mather Blvd., Suite 120, Mather, CA 95655. The on-line version of the agenda and associated materials are posted for your convenience at <http://www.ConnectorJPA.net>. Some documents may not be posted on-line because of their size and/or format (maps, site plans, and renderings). As they become available, hard copies of all documents are available at 10640 Mather Blvd., Suite 120, Mather, CA 95655.

ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Connector JPA at (916) 876-9094. Notification 48 hours prior to the meeting will enable the Connector JPA to make reasonable arrangements to ensure accessibility to this meeting.

If requested, this agenda can be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Connector JPA for further information. A person with a disability, who requires a modification or accommodation, including auxiliary aids or services, to participate in a public meeting, should telephone or otherwise contact the Connector JPA 48 hours prior to the meeting. The Connector JPA may be reached at 10640 Mather Blvd., Suite 120, Mather, CA 95655 or by telephone at (916) 876-9094.



ITEM 4

MEETING DATE: October 29, 2021

TITLE: Executive Director's Report for October 2021

PREPARED BY: Derek Minnema

Each month the Executive Director provides a report to the Board. The Executive Director will give an oral update on the agency's activities during October at the meeting.

ITEM 5

MEETING DATE: October 29, 2021

TITLE: Action Minutes of the September 24, 2021, Regular Teleconference Board Meeting

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Action Minutes of the September 24, 2021, Regular Teleconference Board Meeting.

ACTION MINUTES

The Capital SouthEast Connector JPA Board of Directors met in regular session on September 24, 2021, via teleconference.

Call to Order Chair Howell called the meeting to order at 8:31 a.m.

Roll Call Present: Directors Hidahl, Howell, Hume, Nottoli, Sander

Public Comments on Non-Agenda Items

There were no comments from the public on non-agenda items.

Open Session

Item #4: Executive Director's Report

The Board received Executive Director Minnema's comprehensive oral report for September 2021 and a brief discussion amongst the Board and JPA staff ensued.

No public comments were received on the Executive Director's Report.

Consent Calendar Items

A motion was made by Director Hidahl and seconded by Director Hume and passed by unanimous vote that:



THE BOARD OF DIRECTORS OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY APPROVES THE FOLLOWING ITEMS ON THE CONSENT AGENDA:

Item #5: Approve Action Minutes of August 27, 2021 Board Meeting

No public comments was received on the consent item.

Discussion and Action Items

Item #6: Authorize the Executive Director to Execute an Amendment to the Memorandum of Understanding with the City of Elk Grove Related to Connector Segment A1 and A2 Project Approval and Environmental Document Phase

Executive Director Minnema introduced the item and provided a presentation summarizing the item. A brief discussion amongst the Board and JPA staff ensued.

A motion was made by Director Hume and seconded by Director Nottoli and passed by unanimous vote that:

THE BOARD OF DIRECTORS ("BOARD") OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY ("CONNECTOR JPA") HEREBY AUTHORIZES THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING, IN SUBSTANTIALLY THE FORM ATTACHED HERETO, WITH THE CITY OF ELK GROVE RELATED TO THE PA&ED PHASE OF THE PROJECT WITH RESOLUTION 2021-25.

No public comment was received on this item.

Item #7: Authorize the Executive Director to Execute an Amendment to the Memorandum of Understanding with the City of Folsom Related to Construction of Connector Segment D3

Executive Director Minnema introduced the item and provided a presentation summarizing the item.

A motion was made by Director Hidahl and seconded by Director Sander and passed with four* directors voting in favor that:

THE BOARD OF DIRECTORS ("BOARD") OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY ("CONNECTOR JPA") HEREBY AUTHORIZES THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDMENT TO THE MOU, IN SUBSTANTIALLY



THE FORM ATTACHED HERETO, WITH THE CITY OF FOLSOM RELATED TO CONNECTOR SEGMENT D3 AND THE PROJECT WITH RESOLUTION 2021-26

* Director Hume was absent during the vote.

No public comment was received on this item.

Item # 8: Announcement and Final Comments from Board Members

No public comment was received on this item.

No action was taken on this item.

Adjournment

The meeting adjourned at approximately 9:02 a.m.

APPROVAL OF ACTION MINUTES FOR SEPTEMBER 24, 2021

Approved By:

Attest:

Kerri Howell
Chair of the Board

Derek Minnema
Board Secretary

ITEM 6

MEETING DATE: October 29, 2021

TITLE: State and Federal Funding and Legislation Update (Receive and File)

PREPARED BY: Derek Minnema

OVERALL FEDERAL FUNDING UPDATE

1. Member Designated Projects (i.e., House Transportation and Infrastructure Committee earmark)

Project Name: Capital SouthEast Connector - Segment D3 Class 1 Multi-Use Path and Broadband Project

Requested Amount: \$2,000,000

Status: The Connector project is included in the bill that passed the House of Representatives. The inclusion of these earmarks in the final legislation remains uncertain.

2. Rebuilding American Infrastructure with Sustainability and Equity ("RAISE"), US Department of Transportation ("USDOT") grant program:

Project Name: White Rock Road Improvement Project (East Bidwell St to Latrobe Rd)

Requested Amount: \$24,450,000

Status: Submitted to USDOT.

OUTREACH ACTIVITIES

RAISE Application

The JPA's federal advocacy team continues to engage with Senator Padilla and Representative Bera to support the JPA's RAISE application. The team regularly speaks with members and their staff, both in California and Washington, to provide updates and build their awareness on the project.



Additionally, in October, the team connected with the USDOT Office of Intergovernmental Affairs, Office of Policy, and Build America Bureau. Representative Bera states that the Connector project is his top transportation funding priority.

USDOT will likely announce awards by November 15.

California Transportation Commission

Meetings have occurred with a number of CTC Commissioners to discuss the project, potential funding opportunities, and concerns with the Local Partnership Program guidelines potentially limiting capacity increasing projects.

Each meeting has been successful in establishing a partnership and getting leadership to weigh in the program and executive staff to favor the Connector for upcoming rounds and to push back on any unhelpful regulatory changes to the guidelines.

We also set up a meeting with the CTC Executive Director to talk through potential opportunities, which was fruitful. In our most recent meeting with CTC Commissioners, we have requested that they set up another meeting with the Executive Director to show the support from leadership for our project.

ITSP Support Letter

The CTC develops an ITSP plan every year that is intended to serve as a planning document to prioritize projects that improve travel access for people, vehicles, and goods on the State's Interregional Transportation System in a safe, equitable, sustainable, multi-modal manner.

The attached letter, on behalf of the state legislature, requests that the Connector project be added as a priority project in the ITSP. We coordinated and secured signatures from our state legislative delegation and submitted the letter to the CTC.

Budget Requests

Budget requests were ultimately not funded because a transportation deal did not materialize before the end of session. Many impacted parties are lobbying for the early action transportation budget deal to be accomplished in January to release the \$4 billion in transportation funding that reverted back to the general fund when a deal did not come together. We will tee up our requests for next year by meeting with our legislative champions over the recess to position our request well in the new session.

LEGISLATIVE UPDATE FROM THE FEDERAL TEAM

Infrastructure Bill

October has been a busy month for negotiations on the President's agenda, as members of the House and Senate Democratic Caucuses are looking to finalize a framework that could encompass their economic priorities.

Negotiations have continued behind the scenes, with no measurable progress identified yet. However, the Democratic leadership hopes to close the \$2 trillion gap between moderate and progressive top line goals in the coming weeks, if not days.

The legislative window is becoming smaller and smaller every day, and another round of deadlines is fast approaching. The President has stated that he would like a framework before the G20 summit on October 30.

The prospects for moving the Infrastructure Investment and Jobs Act are unlikely until the Democratic caucus can figure out a path forward on the broader reconciliation bill.

Earlier this month, the House and Senate voted to send a bill including a short-term increase of the debt limit to the President's desk, just days before the Treasury Department was said to be at risk of running out of borrowing authority. The move pushed the deadline to December 3, the current date on which government funding is set to expire.

Transportation, Housing, and Urban Developments (THUD)

The Senate Appropriations Committee's released its annual Transportation, Housing, and Urban Developments (THUD) draft appropriation proposal for fiscal year 2022 this month. The bill includes \$90.5 billion in total budgetary resources for USDOT and \$29.1 billion in net discretionary budget authority.

According to Vice Chairman Richard Shelby (R-AL), the bill mainly reflects Democrat priorities. It is far from a deal with Senate Republicans. Highlights from the bill are below:

- \$1.9 billion for the RAISE grant program, formerly known as BUILD and TIGER.
- \$300 million to improve the climate resiliency of transportation infrastructure (new).
- \$50 million program for local safety planning and "Vision Zero" improvements (new)
- \$603 million for the Airport Improvement Program.



- \$220 million for the Federal-State Partnership for State of Good Repair.
- \$552 million for the Consolidated Rail Infrastructure and Safety Improvement program.
- \$240 million for the Port Infrastructure Development program.

State, Local, Tribal, and Territorial Fiscal Recovery, Infrastructure, and Disaster Relief Flexibility Act

Additionally, the Federal team is monitoring S. 3011, the “State, Local, Tribal, and Territorial Fiscal Recovery, Infrastructure, and Disaster Relief Flexibility Act,” which passed the Senate on Thursday, October 19.

The bill would allow for \$105 billion of the unused state and local government aid provided by the American Recovery Plan to be utilized for various transportation infrastructure projects.

Senator John Cornyn (R-TX) sponsored the bill and had a bipartisan group of cosponsors. The House has yet to take a formal position on this bill.

LEGISLATIVE UPDATE FROM THE STATE TEAM

The Legislature adjourned on September 10th and will not return to Sacramento until the 2022 legislative session in early January. All legislation had to be passed by that deadline and no new bills can be introduced until they return at the start of the year. Governor Newsom then had 30 days to sign or veto and legislation before him, which made the final deadline date October 10th. His veto rate was very low and the majority of legislation was signed by the Governor.

Additionally, the recall election was held in September and the results heavily favored the Governor keeping his post. Since the Legislature is on recess, there have not been many developments on bills or budget requests this month – but we continue to lay the groundwork for our requests next year and have also been working closely with the CTC on potential funding opportunities, relationship building, and the Local Partnership Program guidelines.

ATTACHMENTS

- a. Letter of support dated September 4, 2021

ITEM 6 a

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0115



September 4, 2021

Marlon Flournoy
Division Chief of Transportation Planning
California Department of Transportation
1120 N Street
Sacramento, CA 95814

**RE: INTERREGIONAL TRANSPORTATION STRATEGIC PLAN
SUPPORT FOR CAPITAL SOUTHEAST CONNECTOR PROJECT**

Dear Mr. Flournoy,

On behalf of the undersigned legislators, we write to respectfully request that the Capital SouthEast Connector project be included as a priority project in the State's Interregional Transportation Strategic Plan ("ITSP").

The ITSP is intended to serve as a planning document to prioritize projects that improve travel access for people, vehicles, and goods on the State's Interregional Transportation System in a safe, equitable, sustainable, multi-modal manner.

With a 'Connecting Communities' tagline that the Sacramento Bee describes as a new 'Freeway', the 34-mile Capital SouthEast Connector project is a clear interregional project that spans three congressional districts, two counties, and three CA Senate and Assembly districts. This interregional strategy connects Interstate 5 to State Route 99 to State Route 16 to Highway 50.

It also meets the exact goals outlined in the ITSP criteria:

- The Project is multi-modal and supports transportation equity by constructing Class I bicycle and pedestrian multi-use paths.
- The Project is a part of the National Highway System and reduces vehicle miles traveled, lowers greenhouse gas emissions, and improves air quality throughout the region, including in low-income/disadvantaged communities adjacent to the freeways.
- The Project uses a "fix it first, fix it right" methodology by reconstructing the existing failed pavement systems and addressing geometric deficiencies.

California Legislature



- The Project will improve access to jobs and facilitate the efficient movement of goods. These improvements have the overwhelming potential to make a positive and sustainable economic impact on the Sacramento Region.
- The Project is environmentally approved, adopted into the General Plans of five agencies, and is in the planning, design and construction phase at various locations along the 34 miles.
- Further, the project was designed in a sustainable manner by actively preserving the region's open space. The project is funding an interconnected preserve system to ensure the long-term viability of area plant and wildlife species as well as rural ranching and agricultural operations.

For these reasons, we strongly support adding the Capital SouthEast Connector as a priority project in the ITSP. Thank you for your consideration.

Sincerely,

Brian Dahle
Senator, 1st District

Richard Pan
Senator, 6th District

Jim Cooper
Assembly Member, 9th District

Andreas Borgeas
Senator, 8th District

Ken Cooley
Assembly Member, 8th District

cc: Amarjeet Benipal, Caltrans District 3 Director
Mitch Weiss, Executive Director of the California Transportation Commission

ITEM 7

MEETING DATE: October 29, 2021

TITLE: Adopt Caltrans Local Assistance Procedures Manual Chapter 10 as Written Policies and Procedures for Federally Funded Engineering and Design Related Services

PREPARED BY: Matt Lampa

RECOMMENDATION

Approve Resolution 2021-26 adopting the Caltrans Local Assistance Procedures Manual Chapter 10 as written policies and procedures for federally funded engineering and design-related services.

BACKGROUND

In September 2021, the JPA received a bulletin from the Caltrans Division of Local Assistance (“DLA”), Office of Guidance and Oversight, requesting local agencies adopt Chapter 10 of the Local Assistance Procedures Manual (“LAPM”) November 15, 2021.

Title 23 Code of Federal Regulations Part 172 (23 CFR 172) allows the NEPA delegate, Caltrans, to prescribe the policies and procedures for engineering and design-related services when federal funds are allocated to the project. These policies and procedures are outlined in Chapter 10 of LAPM.

Local Public Agencies typically accept this responsibility when entering into a Master Agreement for Federal-Aid Projects, and in the past, JPA has followed the guidelines.

DISCUSSION

The Caltrans Office Bulletin requesting LAPM Chapter 10 adoption is attached. The Bulletin reads, “Failure to comply with this requirement may result in loss of funds as well as jeopardizing future opportunities to receive federal and state funds.”

ATTACHMENTS

- a. Caltrans Division of Local Assistance Office Bulletin 21-05
- b. Resolution 2021-26



Expires – Upon Issuance of LPP

Adopting Caltrans Local Assistance Procedures Manual Chapter 10: Consultant Selection

I. BACKGROUND

Title 23 Code of Federal Regulations Part 172 (23 CFR 172) allows Caltrans Division of Local Assistance (DLA) to prescribe the policies and procedures for engineering and design related services, also known as Architectural and Engineering (A&E). Local Public Agencies (LPAs) are responsible for adopting the written policies and procedures prescribed by the awarding State Transportation Agency (STA).

FHWA's expectation is to achieve a 100% compliance rate in this area. Past process review findings by DLA showed a significant lack of, or incomplete A&E procurement policies and procedures as one of the most common findings. A non-compliance of this matter can result in a loss of funds and/or other sanctions.

II. POLICY

DLA's policies and procedures for A&E presently reside in Local Assistance Procedures Manual (LAPM) Chapter 10 Consultant Selection (Section 10.1: Federally Funded A&E Contracts). LPAs accept this responsibility when receiving federal funds from DLA, and by signing the Master Agreement for Federal-Aid Projects. DLA requires that local agencies adopt LAPM Chapter 10.

III. PROCEDURE

To meet this requirement, LPAs are required to email and provide one of the following documents to the DLA Office of Guidance and Oversight (OGO) at aeoversight@dot.ca.gov:

- 1) A Board Resolution showing that the LPA is adopting Caltrans LAPM Chapter 10; OR
- 2) An official letter signed by the LPA's Public Works Director or equivalent manager addressed to the DLA OGO Office Chief, stating that the LPA is adopting Caltrans LAPM Chapter 10

Examples of adoption resolution and letter are provided - see Attachments 1 and 2. These examples are for reference only; the appropriate language to be used is determined by the individual LPA.

The target deadline for a 100% compliance rate is November 15th, 2021 for LPAs to demonstrate compliance.



IV. APPLICABILITY/IMPACTS

If DLA's policies & procedures are not adopted, then the Independent Office of Audits and Investigations (IOAI) will likely continue to disclose this audit finding. Failure to comply with this requirement may result in loss of funds as well as jeopardizing future opportunities to receive federal and state funds.

Recommended:	<u>Original Signature by</u>	<u>08/04/21</u>
	The' Pham Acting A&E Oversight Program Manager	Date

Approved:	<u>Original Signature by</u>	<u>08/04/21</u>
	Bruce Roberts, Acting Office Chief Office of Guidance and Oversight	Date

Attachments:

- Attachment 1 – [Sample Agency Letter Adopting Chapter 10](#)
- Attachment 2 – [Sample Agency Resolution Adopting Chapter 10](#)



ITEM 7 b

RESOLUTION 2021-26

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
HEREBY ADOPTS CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL
CHAPTER 10 FOR FEDERALLY FUNDED
ENGINEERING AND DESIGN RELATED SERVICES**

WHEREAS, The Capital SouthEast Connector Joint Powers Authority (“Connector JPA”) is responsible for constructing transportation projects that are state and federally funded;

WHEREAS, in order to comply with the Federal regulations and due to limited staffing and expertise, certain services including Architectural and Engineering (A&E) are contracted out to qualified firms; and

WHEREAS, the Federal regulations set forth standards for procuring and administering A&E contracts; and

WHEREAS, the provisions of the Brooks Act (40 United States Code, Section 1104) requires local agencies to award federally funded engineering and design-related contracts, otherwise known as A&E contracts, on the basis of fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 CFR 31.201-3); and

WHEREAS, pursuant to 23 CFR 172.5 (b), local agencies shall develop and sustain organizational capacity and provide the resources necessary for the procurement, management, and administration of engineering and design related consultant services, reimbursed in whole or in part with Federal-Aid Highway Program funding as specified in 23 U.S.C. 106(g)(4)(A); and

WHEREAS, the provision 23 CFR 172.5 (b)(1) requires local agencies to adopt written policies and procedures for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable Federal and State laws and regulations; and

WHEREAS, the State of California Department of Transportation (Caltrans) has developed the Local Assistance Procedures Manual (LAPM), Chapter 10, Consultant Selection which sets forth policies and procedures to be utilized by local agencies in the procurement and management of A&E contracts on state and federal funded



transportation projects to ensure compliance with applicable Federal and State laws and regulations and to maintain eligibility for Federal-Aid reimbursement; and

WHEREAS, the Connector JPA adopted a Contracting and Purchasing Procedures Manual outlining a procurement process for A&E contracts; and

WHEREAS, the Connector JPA desires to adopt Caltrans's LAPM Chapter 10 on the procurement and administration of federally funded A&E contracts.

NOW, THEREFORE, the Board of Directors of the Connector JPA hereby adopts the Local Assistance Procedures Manual Chapter 10, Consultant Selection, dated January 2021, or as amended in future updates, for procurement and administration of federally funded A&E contracts.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 29th day of October, 2021, on a motion by Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

ITEM 8

MEETING DATE: October 29, 2021

TITLE: Authorize the Executive Director to Enter into a Cooperative Agreement with the State of California and the City of Elk Grove Related to the Interstate 5/Hood Franklin Road Interchange (Connector Segment A1)

PREPARED BY: Matt Lampa

RECOMMENDATION

Approve Resolution 2021-27 authorizing the Executive Director to execute a Cooperative Agreement with the State of California Department of Transportation and the City of Elk Grove related to the Interstate 5/Hood Franklin Rd Interchange.

INTRODUCTION

Staff has been coordinating with the City of Elk Grove (“City”) and State of California Department of Transportation (“Caltrans”) throughout the year regarding the Project Approval and Environmental Document (“PA&ED”) phase for Connector Segment A1/A2. More specifically, the agencies have clarified the roles and responsibilities moving forward with PA&ED.

The JPA completed the CEQA clearance for the project in 2018, and staff is pleased to announce the Cooperative Agreement is the final agreement required to continue advancing the PA&ED phase to obtain NEPA clearance for the project.

BACKGROUND

The following agreements clarify the roles and responsibilities amongst the JPA, City, and Caltrans related to Connector Segment A1/A2 (Kammerer Road between I-5 and SR 99):

1. Memorandum of Agreement (between City and Caltrans)

In May 2021, the City entered into a Memorandum of Agreement (“MOA”) with Caltrans on future modifications to the Interstate 5/Hood Franklin Road Interchange. NEPA technical studies, a draft Environmental Assessment (“EA”), and a Project Report were prepared, however work was placed on hold due to

negotiations between the City and Caltrans. With the approval of the MOA, Caltrans agreed to allow the NEPA process to advance.

2. Memorandum of Understanding (between City and JPA)

In September 2021, the JPA Board approved an amendment to the Memorandum of Understanding (“MOU”) between the JPA and City. The amendment to the MOU clarified the JPA’s CEQA obligations were complete, and that the City would lead the NEPA effort as the City is the recipient of federal funds for the project. The City Council approved the amendment at the October 13 Council meeting.

3. Cooperative Agreement (between City, JPA, and Caltrans)

In 2017 the JPA entered into a Cooperative Agreement with Caltrans related to the PA&ED phase for the Interstate 5/Hood Franklin Road Interchange. With CEQA complete, and after the MOA with the City, Caltrans desired that the City be the Implementing Agency during NEPA to complete the PA&ED phase.

DISCUSSION

The Cooperative Agreement is solely for the Interstate 5/Hood Franklin Road Interchange. The JPA has essentially no role or responsibility in the Cooperative Agreement as the obligations have been completed with the preparation and adoption of the CEQA environmental document and Mitigation Monitoring and Reporting Plan in 2018. However, because the JPA is designated as the CEQA lead agency, Caltrans requires the JPA to be a party to the new Cooperative Agreement.

Staff will terminate the 2017 Cooperative Agreement and execute the new agreement upon Board approval. The JPA will continue to support City efforts throughout the remainder of the PA&ED phase per the amendment to our MOU. The JPA will continue to fulfill CEQA compliance obligations.

The City approved the Cooperative Agreement on October 13, 2021.

ATTACHMENTS

- a. Cooperative Agreement with Caltrans and the City of Elk Grove
- b. Resolution 2021-27

ITEM 8 a

Draft 10/13/2021

COOPERATIVE AGREEMENT COVER SHEET

Work Description

INTERSTATE 5/HOOD FRANKLIN IMPROVEMENT AND MODIFICATIONS (PM 8.0/9.0) -
MODIFY THE I-5/HOOD FRANKLIN INTERCHANGE (SIGNALIZATION AND TURN
LANES AT THE RAMPS OR ROUNDABOUTS)

Contact Information

CALTRANS

Jess Avila, Project Manager

703 B Street

Marysville, CA 95901

Office Phone: (530) 741-4533

Mobile Phone: (530) 682-8488

Email: jess.avila@dot.ca.gov

CITY OF ELK GROVE

Jeffrey R. Werner, Public Works Director / City Engineer

8401 Laguna Palms Way

Elk Grove, CA 95758

Office Phone: (916) 478-2256

Email: jwerner@elkgrovecity.org

COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Elk Grove, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

Capital Southeast Connector JPA (“JPA”) referred to as CEQA Lead Agency.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, Interstate 5/Hood Franklin Improvement and Modifications (PM 8.0/9.0) - Modify the I-5/Hood Franklin Interchange (signalization and turn lanes at the ramps or roundabouts) will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the Project Report.
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
 - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
 - CITY completed the Project Initiation Document on April 1, 2014.
 - CEQA Lead Agency completed CEQA documentation by preparing a Tiered Initial Study with Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan (MMRP) that was certified by the JPA Board on December 14, 2018. Implementation of the MMRP will remain in progress until completed in a future PROJECT COMPONENT.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. CITY is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- CITY is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

11. CITY will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are the IMPLEMENTING AGENCY of. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. The WORK does not use funds administered by CALTRANS. PARTIES will amend this AGREEMENT should this condition change.
14. Each PARTY is responsible for the costs they incur in performing the WORK.

CALTRANS' Quality Management

15. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
16. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that CITY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

17. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
18. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in the NEPA Assignments memorandums, available at <https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/ser/nepa-recordretention-policy-final-ally.pdf>. This also includes the independent judgement analysis and determination under CEQA that the environmental documentation meets CEQA requirements.
19. CITY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.
20. CITY, including any employee, agent, consultant or sub-consultant retained by the CITY, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not limited to those records identified in California Public Resources Code, Section 21167.6, and including email and attachments, in a manner consistent with the CALTRANS Uniform Filing System and the "Final Caltrans Environmental Records Retention Policy", available at <https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/nepa-recordretention-policy-final-a11y.pdf>. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS' written request.
21. The cost of CALTRANS' quality management work is to be borne by CALTRANS.

CEQA/NEPA Lead Agency

- 22. JPA is the CEQA Lead Agency for the PROJECT.
- 23. CALTRANS is a CEQA Responsible Agency for the PROJECT.
- 24. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

- 25. CITY will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to CITY's responsibilities in this AGREEMENT.
- 26. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
- 27. It is expected that the PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
1602 California Department of Fish and Wildlife
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board
Federal Endangered Species Act Consultation
2080.1 California Department of Fish and Wildlife

Project Approval and Environmental Document (PA&ED)

- 28. As the PA&ED IMPLEMENTING AGENCY, CITY is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

29. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.10.10.xx Quality Management
165.15.15.xx Essential Fish Habitat Consultation
165.15.15.xx Section 7 Consultation
165.25.25 Approval to Circulate Resolution
180.10.05.45 Section 7 Consultation
180.15.05 Record of Decision (NEPA)

30. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.
31. CITY will provide written notice of the initiation of environmental studies to the CEQA and NEPA Lead Agencies prior to completing any other PA&ED phase work.

California Environmental Quality Act (CEQA)

32. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
33. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.
34. CALTRANS is a CEQA Responsible Agency for the PROJECT and is responsible for review, comment, and concurrence on all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

35. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
36. If the CEQA Lead Agency makes any changes to the CEQA documentation, the CEQA Lead Agency will allow CALTRANS to review, comment, and concur on those changes prior to the CEQA Lead Agency's approval at appropriate stages of development prior to public availability.
37. If the CEQA Lead Agency makes any changes to CEQA-related public notices, then the CEQA Lead Agency will allow CALTRANS to review, comment, and concur on those changes prior to publication and circulation.
38. CITY will submit all CEQA-related public meeting materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to the public meeting date.

If the CEQA Lead Agency makes any changes to the materials, then the CEQA Lead Agency will allow CITY to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date. The CEQA Lead Agency has final approval authority over all CEQA documentation.

39. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

40. Pursuant to Chapter 3 of Title 23, United States Code, Sections 326 and 327, CALTRANS is the NEPA Lead Agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA Lead Agency for PROJECT, is responsible for the review, comment, and approval of all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

41. Any PARTY involved in the preparation of NEPA documentation will follow FHWA and CALTRANS standards that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook (available at <http://environment.fhwa.dot.gov/index.asp>) and the CALTRANS Standard Environmental Reference.
42. Any PARTY preparing any portion of the NEPA documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
43. CITY will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. CITY will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.
- CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.
44. The NEPA Lead Agency will attend all NEPA-related public meetings.
45. CITY will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.

46. If a PARTY who is not the NEPA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the NEPA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the NEPA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA Lead Agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

47. CITY will ensure that the PROJECT is included in the approved Federal Statewide Transportation Improvement Program (FSTIP) prior to the NEPA Lead Agency's approval of the environmental document.

Schedule

48. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

Additional Provisions

Standards

49. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual

Qualifications

50. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

51. CITY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

52. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. CITY, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to CITY, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

53. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

54. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

55. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

PARTIES shall not release, disclose, disperse or transmit to any party any environmental document for public comment or otherwise unless and until all PARTIES have an approved project report and final, approved environmental document. PARTIES agree that any environmental documents, including studies and analyses used for such environmental documents that are shared between the PARTIES, shall be treated as confidential under Government Code section 6254.5(e).

56. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

57. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

58. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
59. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

60. CITY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. CITY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CITY, independent of the PROJECT, will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way.

61. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

CITY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and CITY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. CITY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

62. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

63. CITY may accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK without concurrence from the other PARTY.
64. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
65. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.
66. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
67. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

68. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

69. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

70. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
71. The cost of legal challenges to the environmental process or are considered WORK costs.
72. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

73. CITY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. CITY will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

GENERAL CONDITIONS

74. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

75. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

76. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

77. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
78. Neither CITY nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

79. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
80. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

81. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

82. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

83. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

84. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

85. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

86. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

DRAFT

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Greg Wong
Deputy District Director
D3 Program, Project and Asset Management

Verification of funds and authority:

Varinder K. Gurcha
District Project Control Officer

CITY OF ELK GROVE

Jason Behrmann
City Manager

Attest:

Jason Lindgren
City Clerk

Approved as to form and procedure:

Jonathan P. Hobbs
City Attorney

JPA

CEQA Lead Agency:

Derek Minnema
Executive Director

CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES / NO

2. Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?

YES / NO

3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

5. Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are “YES”, this form may be used to TERMINATE this AGREEMENT.

CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 03-0763 and any amendments to the agreement. The final signature date on this document terminates agreement 03-0763 except survival articles. All survival articles in agreement 03-0763 will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF ELK GROVE

Title TBD

City Manager

Date: _____

Date: _____



ITEM 8 b

RESOLUTION 2021-27

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZES THE EXECUTIVE DIRECTOR TO ENTER INTO A COOPERATIVE
AGREEMENT WITH THE STATE OF CALIFORNIA AND THE CITY OF ELK GROVE
RELATED TO INTERSTATE 5/HOOD FRANKLIN ROAD INTERCHANGE**

WHEREAS, In December 2017 the Capital SouthEast Connector Joint Powers Authority (“Connector JPA”) entered into a Cooperative Agreement (“Agreement”) with the State of California Department of Transportation (“Caltrans”) related to Interstate 5/ Hood Franklin Road Interchange (“Interchange”); and

WHEREAS, the Agreement identified the Connector JPA as the Implementing Agency for the Project Approval and Environmental Document (“PA&ED”) phase, and the California Environmental Quality Act (“CEQA”) Lead Agency for the project; and

WHEREAS, the Agreement identified Caltrans as CEQA Responsible Agency and National Environmental Policy Act (“NEPA”) Lead Agency for the project; and

WHEREAS, the Connector JPA completed the PA&ED phase CEQA obligations under the Agreement by preparing a Tiered Initial Study with Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan that was adopted by the JPA Board in December 2018; and

WHEREAS, the Connector JPA and City of Elk Grove (“City”) desire to transfer the PA&ED Implementing Agency designation to the City to complete the remaining work related to NEPA clearance; and

WHEREAS, Caltrans is requiring the Connector JPA to terminate the Agreement and enter into a new Cooperative Agreement between Caltrans, the Connector JPA, and the City, naming the City as the PA&ED Implementing Agency for the project; and

NOW, THEREFORE, the Board of Directors of the Connector JPA authorizes the Executive Director to enter into a Cooperative Agreement with Caltrans and City related to Interchange modifications for Connector Segment A1.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *



PASSED AND ADOPTED this 29th day of October, 2021, on a motion by
Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

ITEM 9

MEETING DATE: October 29, 2021

TITLE: Connector Project's Forecasted Reductions in Vehicle Miles Traveled and the Economic Benefit from Travel Time Savings (Receive and File)

PREPARED BY: Derek Minnema

RECOMMENDATION

Receive and file this update.

BACKGROUND

Economic & Planning Systems, Inc. ("EPS") is preparing a Benefit-Cost Analysis ("BCA") for the 34-mile Capital Southeast Connector Project.

Over the past year, EPS has assisted the JPA by completing benefit-cost analyses for multiple Connector segments following guidance for discretionary grant programs by the U.S. Department of Transportation ("USDOT").

The purpose of an expanded BCA for the entire 34-mile project is to understand the entire project's economic benefit better and provide a guideline for completing analyses for individual segments as part of future discretionary grant applications.

FINDINGS

Table 1 below summarizes the 2040 Daily VMT and CVMT resulting from route changes in the Sacramento region for the Plus Project and No Project scenarios¹.

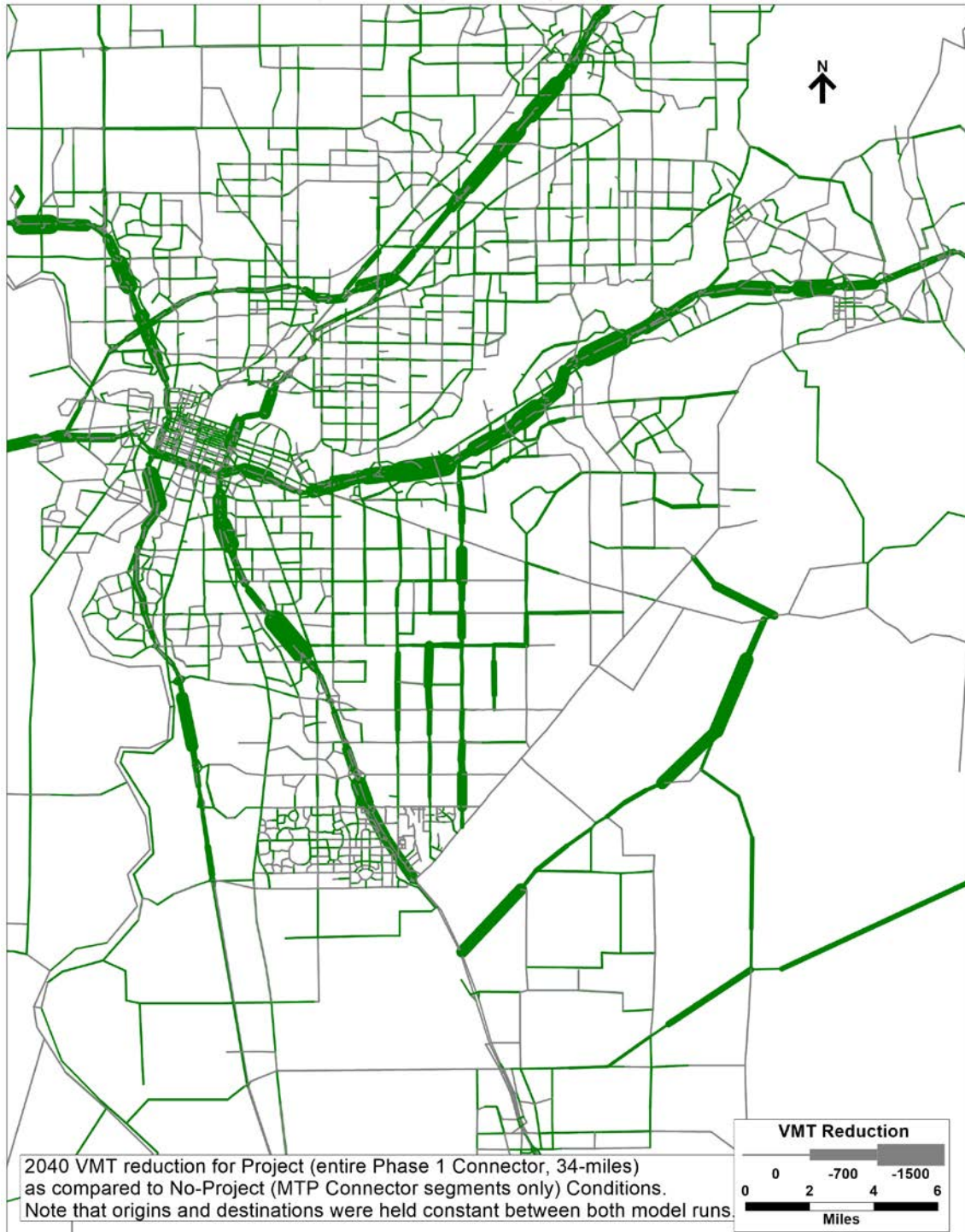
Table 1 – 2040 Benefits

Scenario	2040 Daily VMT	2040 Daily CVMT
2040 Plus Project	74,555,224	5,365,589
2040 No Project	74,561,768	5,405,558
<i>Difference</i>	<i>-6,544</i>	<i>-39,970</i>

¹ Route changes were analyzed by maintaining a constant number of trips and the same origin-destinations under both the Plus Project and No Project scenarios.

Figure 1 below portrays the reduced VMT that occur in the region when the 34-mile Connector project is constructed.

Figure 1 – 2040 Reductions in VMT



Travel Time Savings

Table 2 – 2045 Travel Time Savings Benefits

Year	Project Year	Travel Time Savings - Existing Users	Travel Time Savings - New Users	Total VMT Benefits
Table Reference:				
		Table 2	Table 3	
2021	0	\$0	\$0	\$0
2022	1	\$0	\$0	\$0
2023	2	\$0	\$0	\$0
2024	3	\$0	\$0	\$0
2025	4	\$17,383,386	\$3,191,808	\$20,575,195
2026	5	\$17,945,642	\$3,457,792	\$21,403,434
2027	6	\$18,507,897	\$3,723,776	\$22,231,674
2028	7	\$19,070,153	\$3,989,761	\$23,059,913
2029	8	\$19,632,409	\$4,255,745	\$23,888,153
2030	9	\$20,194,664	\$4,521,729	\$24,716,393
2031	10	\$20,756,920	\$4,787,713	\$25,544,632
2032	11	\$21,319,175	\$5,053,697	\$26,372,872
2033	12	\$21,881,431	\$5,319,681	\$27,201,112
2034	13	\$22,443,687	\$5,585,665	\$28,029,351
2035	14	\$23,005,942	\$5,851,649	\$28,857,591
2036	15	\$23,568,198	\$6,117,633	\$29,685,831
2037	16	\$24,130,453	\$6,383,617	\$30,514,070
2038	17	\$24,692,709	\$6,649,601	\$31,342,310
2039	18	\$25,254,965	\$6,915,585	\$32,170,550
2040	19	\$24,130,453	\$1,065,457	\$25,195,911
2041	20	\$24,692,709	\$1,331,441	\$26,024,150
2042	21	\$25,254,965	\$1,597,426	\$26,852,390
2043	22	\$25,817,220	\$1,863,410	\$27,680,630
2044	23	\$26,379,476	\$2,129,394	\$28,508,869
2045	25	\$26,941,731	\$2,395,378	\$29,337,109
Total		\$473,004,185	\$86,187,955	\$559,192,140
Discounted Total (7% discount rate)		\$189,168,723	\$37,484,069	\$226,652,792
Discounted Total (3% discount rate)		\$310,634,163	\$59,046,357	\$369,680,520

The monetized value of faster travel and time saved through reduced commute times is estimated to generate significant total cumulative benefits of approximately **\$227 million** using a conservative 7 percent discount rate required by USDOT.

Using a less conservative but still reasonable discount rate of 3 percent, these benefits are estimated at **\$370 million**.

Reduction in Vehicle Hours Travelled ("VHT")

Table 3 – 2045 Daily Benefits from Vehicle Hours Travelled

Year	Existing Users					New Users						
	Daily Vehicle Hours (VHT)		Increase/(Decrease) in VHT			Daily Vehicle Hours (VHT)		Increase/(Decrease) in VHT				
	Daily Vehicle Miles Traveled (VMT)	No Build	Build	Passenger Vehicles	Commercial Vehicles	Total	Daily Vehicle Miles Traveled (VMT)	No Build	Build	Passenger Vehicles	Commercial Vehicles	Total
Average User Speed [1]:		37 mph	42 mph					37 mph	42 mph			
Percent of All Users [2]:				93.0%	7.0%					93.0%	7.0%	
2021	0	0	0	0	0	0	0	0	0	0	0	0
2022	0	0	0	0	0	0	0	0	0	0	0	0
2023	0	0	0	0	0	0	0	0	0	0	0	0
2024	0	0	0	0	0	0	0	0	0	0	0	0
2025	712,266	19,250	16,959	(2,132)	(160)	(2,292)	261,562	7,069	6,228	(783)	(59)	(842)
2026	735,304	19,873	17,507	(2,201)	(165)	(2,366)	283,359	7,658	6,747	(848)	(64)	(912)
2027	758,342	20,496	18,056	(2,270)	(170)	(2,440)	305,156	8,247	7,266	(913)	(69)	(982)
2028	781,380	21,118	18,604	(2,339)	(175)	(2,514)	326,953	8,837	7,785	(979)	(73)	(1,052)
2029	804,417	21,741	19,153	(2,408)	(181)	(2,588)	348,749	9,426	8,304	(1,044)	(78)	(1,122)
2030	827,455	22,364	19,701	(2,477)	(186)	(2,662)	370,546	10,015	8,823	(1,109)	(83)	(1,192)
2031	850,493	22,986	20,250	(2,546)	(191)	(2,736)	392,343	10,604	9,342	(1,174)	(88)	(1,262)
2032	873,531	23,609	20,798	(2,614)	(196)	(2,811)	414,140	11,193	9,860	(1,240)	(93)	(1,332)
2033	896,569	24,232	21,347	(2,683)	(201)	(2,885)	435,937	11,782	10,379	(1,305)	(98)	(1,403)
2034	919,607	24,854	21,895	(2,752)	(206)	(2,959)	457,734	12,371	10,898	(1,370)	(103)	(1,473)
2035	942,644	25,477	22,444	(2,821)	(212)	(3,033)	479,530	12,960	11,417	(1,435)	(108)	(1,543)
2036	965,682	26,100	22,992	(2,890)	(217)	(3,107)	501,327	13,549	11,936	(1,500)	(113)	(1,613)
2037	988,720	26,722	23,541	(2,959)	(222)	(3,181)	523,124	14,138	12,455	(1,566)	(117)	(1,683)
2038	1,011,758	27,345	24,089	(3,028)	(227)	(3,255)	544,921	14,728	12,974	(1,631)	(122)	(1,753)
2039	1,034,796	27,967	24,638	(3,097)	(232)	(3,329)	566,718	15,317	13,493	(1,696)	(127)	(1,823)
2040	988,720	26,722	23,541	(2,959)	(222)	(3,181)	87,312	2,360	2,079	(261)	(20)	(281)
2041	1,011,758	27,345	24,089	(3,028)	(227)	(3,255)	109,109	2,949	2,598	(327)	(24)	(351)
2042	1,034,796	27,967	24,638	(3,097)	(232)	(3,329)	130,906	3,538	3,117	(392)	(29)	(421)
2043	1,057,834	28,590	25,187	(3,166)	(238)	(3,404)	152,703	4,127	3,636	(457)	(34)	(491)
2044	1,080,871	29,213	25,735	(3,235)	(243)	(3,478)	174,499	4,716	4,155	(522)	(39)	(561)
2045	1,103,909	29,835	26,284	(3,304)	(248)	(3,552)	196,296	5,305	4,674	(588)	(44)	(632)

The Connector is anticipated to reduce vehicle hours traveled for roadway users by approximately **4,000 hours per day**, resulting from improved roadway conditions allowing for increased speeds and reductions in slowdowns.

Defining No Project vs. Plus Project

The "No Project" scenario is defined with a network condition in which the Connector is only incorporated with the limits shown in the 2020 MTP (which omits a 4-lane improvement between Bradshaw Road and Douglas Road). The "Plus Project" scenario is defined as a network condition in which the Connector is included as a continuous 4-lane facility for the **entire 34-mile alignment**.

More Upcoming

These tables are a work in progress, and are highlights of the travel time benefits.

While these metrics represent the most significant benefit category, they are not the entirety of benefits to be analyzed. The Connector will create many additional benefits beyond travel time savings to be included in the final product, including but not limited to safety benefits, emissions reductions, bike path and recreation access, and freight activity increases.

ITEM 10

MEETING DATE: October 29, 2021

TITLE: Support the Connector Project as a Critical Rural Freight Corridor within the National Highway Freight Network

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Resolution 2021-28 supporting the Connector project as a Critical Rural Freight Corridor ("CRFC") within the National Highway Freight Network, improving the project's ability to obtain federal and state funding for freight movement.

BACKGROUND

In 2015 the Fixing America's Surface Transportation ("FAST") Act required the Federal Highway Administration ("FHWA") to establish a National Highway Freight Network ("NHFN") to strategically direct Federal resources and policies toward improved performance of freight networks.

Funding Associated with the CRFC

The NHFN includes four subcategories of roadways, one being a Critical Rural Freight Corridor, and is the focus of funding under the National Highway Freight Program ("NHFP") and for federal grant programs such as INFRA, that support national goals identified in 23 U.S.C.167(b) and 23 U.S.C.117(a)(2).

Caltrans Responsibility

States are responsible for designating public roads in their state as CRFCs. In accordance with 23 U.S.C. 167(e), a State may designate a public road within the borders of the State as a CRFC if the public road is not in an urbanized area.

At any given time, California can have up to a maximum of 623 miles designated as CRFC. Currently, California has only designated 26.51 miles.

There is no regional "target allocation" for CRFCs, and Caltrans will oversee the statewide distribution of CRFCs.

CRITICAL RURAL FREIGHT CORRIDOR ELIGIBILITY

23 U.S.C. 167(e) identifies the requirements for designating CRFCs. A State may designate a public road within the borders of the State as a CRFC if the public road is not in an urbanized area and meets one or more of the following seven elements:

(A) is a rural principal arterial roadway and has a minimum of 25 percent of the annual average daily traffic of the road measured in passenger vehicle equivalent units from trucks (Federal Highway Administration vehicle class 8 to 13);

(B) provides access to energy exploration, development, installation, or production areas;

(C) connects the primary highway freight system, a roadway described in subparagraph

(A) or (B), or the Interstate System to facilities that handle more than—

(i) 50,000 20-foot equivalent units per year; or

(ii) 500,000 tons per year of bulk commodities;

(D) provides access to—

(i) a grain elevator;

(ii) an agricultural facility;

(iii) a mining facility;

(iv) a forestry facility; or

(v) an intermodal facility;

(E) connects to an international port of entry;

(F) provides access to significant air, rail, water, or other freight facilities in the State; or

(G) is, in the determination of the State, vital to improving the efficient movement of freight of importance to the economy of the State.

CONNECTOR AS A PRIORITY CRITICAL RURAL FREIGHT CORRIDOR

The Connector is a clear Critical Rural Freight Corridor that spans the Rural Area of Sacramento County. Specifically, it meets the eligibility by:

(B) Provides Access to Energy Production Area

The Capital Southeast Connector provides direct freight access to the Kiefer Landfill which is equipped with a 6.1 Megawatt power generator that contributes to the Sacramento regional power grid.

(C) Connects to the PHFS or Interstate System

The Capital SouthEast Connector provides a new link between I-5 and SR-99, both of which are designated as PHFS routes, and connects these two PHFS corridors to S.R. 16 and US-50. The corridor truck volumes based on the Caltrans' 2018 Traffic Census and freight carriage estimates are listed in **Table 1**.

Table 1: Truck Volume and Estimated 20-Foot Equivalent Units

	I-5	SR-99	US-50
Truck AADT	15,165	11,861	3,450
Assumed Average 20' Equivalent Units of Capacity	1	1	1
Assumed Average Load	67%	67%	67%
Annual Standard Workdays	250	250	250
Annual 20' Equivalent Units	2,540,100	1,986,700	577,900

This demonstrates that the Capital Southeast Connector can serve as a major freight by-pass for the Sacramento area. Additionally, the Connector provides access to several major regional freight facilities, including:

- **KIEFER LANDFILL** - The Kiefer Landfill includes refuse disposal and the recycling of appliances, associated metal products, and scrap building materials. It is the only permitted landfill facility in Sacramento County that may accept household waste from the public, businesses, and private waste haulers. The Kiefer Landfill began accepting waste in 1967 and currently accepts approximately 700,000 tons of waste annually.
- **CRETE CRUSH** – Crete Crush operates two recycling facilities in Sacramento County. The Crete Crush White Rock Facility, located in Rancho Cordova, is a 104-acre facility offering a host of both recycled and virgin aggregates in addition to landscaping products. Crete Crush has recycled over three million tons of concrete and asphalt since its inception.
- **TEICHERT AGGREGATES** – Teichert is a construction company operating in California since 1887, and Teichert Aggregates is one of the largest aggregate producers in the United States. The Grant Line plant produces both aggregate and asphaltic concrete products.

- **QUARRIES and MATHER INTERMODAL AIRFIELD** – As noted below (Item "D"), The Connector provides access to quarries with projections of generating roughly 3,800 quarry truck trips, equating to approximately 1.2 million truck trips annually. Mather Airfield is a significant intermodal facility that benefits from the project with access provided via the Connector and other regional roadways.

The Connector provides for increased volume of freight through capacity expansion and operational efficiency, which will be desperately needed as development occurs along the Connector and freight operations at Mather Field, the quarries, and Kiefer Landfill expand into the future.

(D) Provides Access to Agricultural, Mining, and Intermodal Facilities

The Capital SouthEast Connector provides access to several major regional agricultural and facilities, including:

- **AGRICULTURE** – California is the largest agricultural producer in the nation, and no major city in America is more centrally located amid such a vast range of high-quality farms, ranches, and vineyards. The Sacramento region contains 1.5 million acres of regional farmland and 8,000 acres of boutique farms; 70 percent of the region's land is agricultural, forest, or other open space. As a critical rural freight corridor, the Connector will create a primary agricultural goods movement route to increase efficient goods movement by moving produce and farm products to market quickly.
- **MINING QUARRIES** – The number one commodity moved by trucks in the United States is gravel. In response to the anticipation of existing quarries in Sacramento County not meeting future demand, several major quarries are approved for the area east of the project. These quarries will supply most of the region's aggregate, including gravel. While aggregate production will vary from year to year based on growth and the economy, the number of trucks generated per million annual tons of aggregate shipped by the quarries will be relatively stable. It is anticipated that on an average day, roughly 3,800 quarry truck trips will be generated, equating to approximately 1.2 million truck trips annually.
- **MATHER INTERMODAL AIRFIELD** – Mather Airfield (M.H.R.) is the 63rd largest cargo facility in North America and one of California's top 10 cargo facilities. It has one of the longest runways in California and is located just 15 minutes from downtown. With access provided via the Connector and other regional roadways, it is a significant intermodal facility. United Parcel Service (U.P.S.) is one of the major cargo carriers currently utilizing Mather Air Field.



(G) Is Determined by the State to be Vital to Improving the Efficient Movement of Freight

Development of the Capital Southeast Connector is a priority project for the Sacramento Region providing a critical transportation link to Sacramento and El Dorado Counties with a new high capacity roadway. This connection will reduce the burden on other PHFS facilities allowing them to function more efficiently.

Representatives in the State legislature have requested the State prioritize the project in California's Interregional Transportation Strategic Plan.

The Project is environmentally approved, adopted into the General Plans of five agencies, and is in the planning, design, and construction phase at various locations along the 34 miles.

For the reasons above, the Connector meets the eligibility outlined in the CRFC criteria.

ATTACHMENTS

- a. Resolution 2021-28



ITEM 10 a

RESOLUTION 2021-28

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
SUPPORTING THE CONNECTOR PROJECT AS A CRITICAL RURAL FREIGHT
CORRIDOR WITHIN THE NATIONAL HIGHWAY FREIGHT NETWORK**

WHEREAS, the Capital SouthEast Connector is a project that improves interregional movement of people, vehicles, freight, and goods; and

WHEREAS, the Capital SouthEast Connector provides access to energy production areas; and

WHEREAS, the Capital SouthEast Connector provides access to agricultural, mining and intermodal facilities; and

WHEREAS, the Capital SouthEast Connector connects to the Primary Highway Freight System and Interstate System; and

WHEREAS, the Capital SouthEast Connector will improve access to jobs and facilitate the efficient movement of goods and freight and these improvements have the overwhelming potential to make a positive and sustainable economic impact in the rural area of Sacramento County; and

WHEREAS, the Capital SouthEast Connector is a priority project for the Sacramento Region providing a critical transportation link to Sacramento and El Dorado Counties with a new high capacity roadway. This connection will reduce the burden on other PHFS facilities allowing them to function more efficiently.

WHEREAS, the Capital SouthEast Connector is environmentally approved, adopted into the General Plans of five agencies, and is in the planning, design, and construction phase at various locations along the 34 miles; and

NOW, THEREFORE, the Board of Directors of the Capital SouthEast Connector Joint Powers Authority hereby supports the designation of the Connector project as a Critical Rural Freight Corridor as part of the U.S. Department of Transportation's National Highway Freight Network.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *



PASSED AND ADOPTED this 29th day of October, 2021, on a motion by
Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

ITEM 11

MEETING DATE: October 29, 2021

TITLE: Connector Project Construction Update (Receive and File)

PREPARED BY: Matt Lampa

RECOMMENDATION

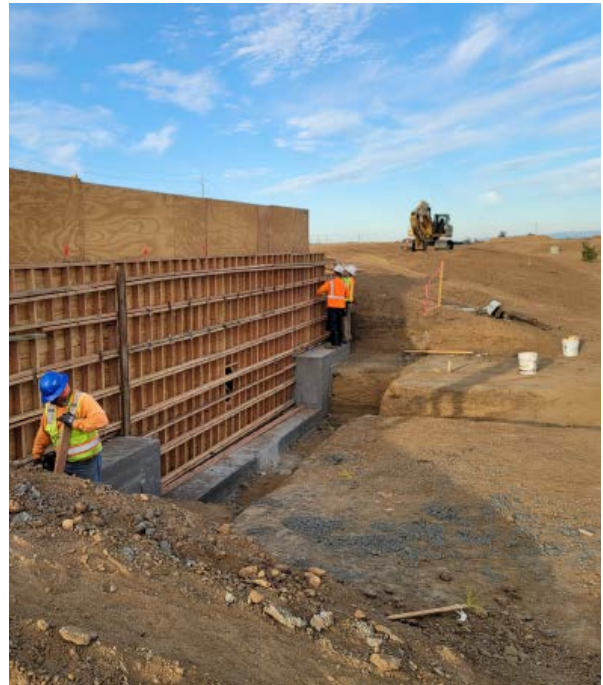
Receive and file this update.

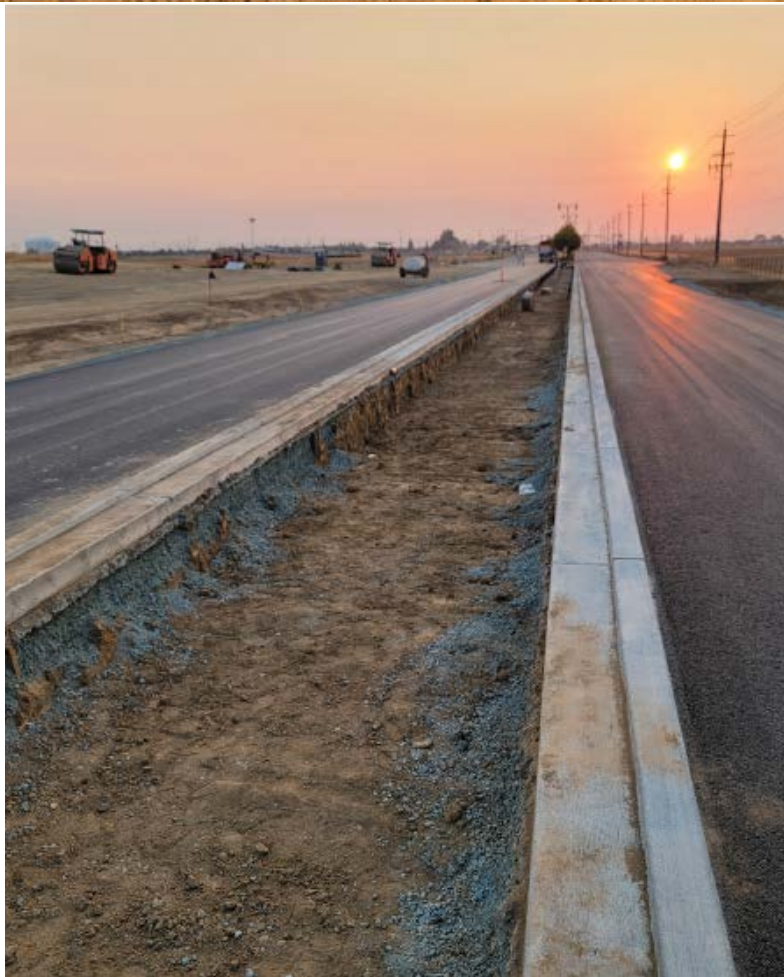
CONSTRUCTION UPDATE

Construction is currently in progress on three Connector projects:

Segment A2, Kammerer Road (Bruceville Road to Lotz Parkway)

- Paved Kammerer Rd
- Paved driveways
- Installed street lighting at Bruceville Road
- Constructed drainage basin S8 inlet/ outlet structure





Segment B2, Grant Line Road (Waterman Road to Bradshaw Road)

- Installation of water line lateral at Waterman Road
- Lime stabilization of subgrade
- Roadway aggregate base placement
- Landscape irrigation installation
- Bike path paving



Segment D3a, White Rock Road (Prairie City Road to East Bidwell Street)

- Grading and paving operations for westbound lanes
- Completed Alder Creek Bridge
- Prairie City Road intersection realignment
- Installation of drainage systems along White Rock Road





ITEM 12

MEETING DATE: October 29, 2021

TITLE: Connector Project Media Summary (Receive and File)

PREPARED BY: Derek Minnema

RECOMMENDATION

Receive and file this summary.

MEDIA SUMMARY

[Big step in effort to build a new expressway through Sacramento County begins](#)

By KCRA Staff

"Another big step in the effort to build an expressway connecting Interstate 5 and Highway 99 south of Elk Grove with Highway 50 near El Dorado Hills is beginning.

The start of the project will shut down a portion of Prairie City Road between White Rock Road and Highway 50 starting Monday. The closure is expected to last about eight weeks.



Officials say the Capital SouthEast Connector project is expected to generate about \$1 billion in economic output and reduce the crash rate on rural roads in the area by 40%.

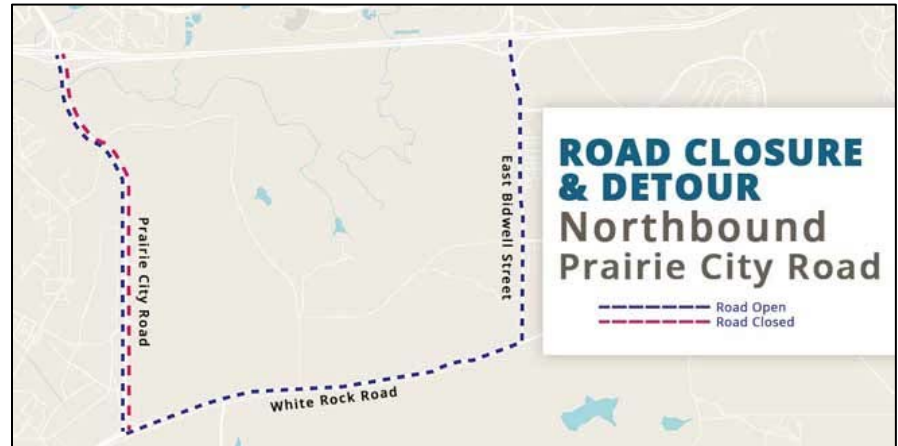
"When complete, the long-planned project will serve as a commute alternative to Highways 50 and 99, relieve traffic congestion, promote economic development, preserve Sacramento County open spaces, and improve roadway safety," the city of Folsom said in a news release.

Crews will be completing construction on a four-lane bridge over Alder Creek and complete the realignment and widening of Prairie City Road and White Rock Road."

[Folsom Traffic Advisory for Prairie City Road](#)

By Roseville Today Staff

“Beginning Monday, September 27, northbound Prairie City Road – between White Rock Road and Highway 50 – will be temporarily closed for work on the Capital SouthEast Connector project.



Motorists are encouraged to take East Bidwell Street to access Highway 50 from White Rock Road and Scott Road during the northbound Prairie City Road closure. Southbound Prairie City Road from Highway 50 to White Rock Road will remain open.

The city has installed message signs to alert motorists about the closure, and flaggers will direct traffic as needed. The city does not anticipate significant traffic delays.

Crews will complete construction on a four-lane bridge over Alder Creek and complete the realignment and widening of White Rock Road. Northbound Prairie City Road will be closed between four to eight weeks.

The Capital SouthEast Connector project is a 34-mile expressway that will link I-5 and Highway 99 south of Elk Grove to Highway 50 east of El Dorado Hills. When complete, the long-planned project will serve as a commute alternative to Highways 50 and 99, relieve traffic congestion, promote economic development, preserve Sacramento County open spaces, and improve roadway safety. Work on the Capital SouthEast Connector project has been divided into segments, which will be completed as funding is available.”

[A look at Grant Line Road's next widening project](#)

Roundabouts considered for Grant Line Rd.

By Lance Armstrong and Gail Bullen

“Grant Line Road is undergoing a transformation, which includes both current and future projects to widen this major thoroughfare from two to four lanes.

The roadway's widening from Waterman to Bradshaw roads began in April and is



scheduled for completion next spring.

That \$13.8 million project includes new traffic signals at Mosher and Bradshaw roads, and a 19-foot-wide, multiuse trail. Another local improvement is the realigning of Bradshaw Road.

The Elk Grove city staff is now planning the construction project's next phase that will impact Grant Line Road between Bond and Calvine roads. This stretch of the roadway moves through the center of the Sheldon community that has retail businesses and restaurants.

The overall improvements to Grant Line Road are part of a much larger project: the 34-mile Capital SouthEast Connector expressway.

As the Sacramento region's largest approved transportation project, the Connector will link the southern area of Sacramento County to the Silva Valley Parkway interchange in El Dorado County to the east. It will serve as a connection between Elk Grove, Rancho Cordova and Folsom.

The Connector project, which had its groundbreaking last May, aims to link Interstate 5 and Highway 99, south of Elk Grove, to Highway 50, east of El Dorado Hills.

Also part of the Connector project is the current reconstruction of Kammerer Road, between Bruceville Road and Lent Ranch Parkway. That project is scheduled to be completed in December.

Kevin Bewsey, the city's capital program manager, told the Citizen that the city has also been engaged in efforts to define how the Capital SouthEast Connector will ultimately appear in the Sheldon area, which includes Grant Line Road's widening between Bond and Calvine roads.

"We've been working on it since about early 2016 to do a more defined look at this particular segment, which is called Segment C," he said.

Bewsey noted that three public meetings and 25 property owner meetings have been held, and that additional comments are still being accepted.

"We're still looking forward to a few more opportunities for the community to provide comments on this particular phase, then we'll probably have additional opportunities in the future, as we get closer to finalizing things," he said.

This comment period includes the gathering of information pertaining to whether the

community prefers roundabouts or traffic signals at intersections from Bond to Calvine roads, Bewsey noted.

“Based on the input we’ve kind of heard so far, it’s been leaning toward roundabouts,” he said. “But we’re continuing to receive comments through the end of September.”

Proposed locations for those Grant Line Road roundabouts are at Bond, Wilton, Aleilani, Graybill, Sheldon and Calvine roads.

Bewsey described a benefit to placing roundabouts at these intersections.

“The rural area residents want to preserve their rural quality of life, and they do not want Grant Line (Road) to turn into a highway or a freeway,” he said. “Widening to four lanes and putting all these signals in has a greater potential for higher speeds, because you can hit all those green lights and go much faster than (the speed limit).

“(Roundabouts) slow you down a little bit, so from a resident’s standpoint, it has some benefits to it, as far as quality of life goes.”

Bewsey mentioned that the city has received a lot of comments about the proposed roundabout at the intersection of Grant Line and Graybill roads.

“We’re still going through comments whether or not we should be adjusting the location from Graybill Road to Bradley Ranch Road,” he said.

Bewsey added that the city estimates that the Grant Line and Wilton roads section of the overall project will commence in 2025, and the section between Bond and Calvine roads will begin in 2030.

He additionally said that it is currently intended to bring plans for the Segment C portion of the Grant Line Road improvement project to the Elk Grove City Council for final adoption next spring.

Elk Grove City Council Member Pat Hume, whose council District 2 borders Grant Line Road, last week shared his thoughts on the Grant Line Road improvements during an interview with the Citizen.

“(Grant Line Road) is just going to be easier (to commute on) and safer, with improved access to Bradshaw (Road),” he said.

Hume described Grant Line Road as a “dangerous stretch of road” when people speed in their automobiles.

Hume mentioned the decision-making process to determine whether roundabout or traffic signals are the preferable option for intersections along Grant Line Road.

“The reality is there’s a problem that exists out there today,” he said. “It’s congested traffic. There’s more traffic than it can accommodate. But it’s still going to be eight to 10 to 15 to 20 years before we do a full roadway improvement.

“So, we’re trying to figure out how we can make it function better without completely disrupting what’s so special about that part of Elk Grove in the first place.”

As for funding for the Connector project, Hume noted a large deficiency, noting that there is a \$300 million to \$400 million shortfall.

“To actually do what has been environmentally cleared by the (Capital SouthEast Connector Joint Powers Authority), there’s some significant hurdles in front of that,” he said. “We’re working to overcome them, but they’re not to be taken lightly.”

Regarding the roundabouts versus traffic signals issue, Hume referred to roundabouts as generally offering a “more sufficient way to move traffic.”

“But when you have inconsiderate or discourteous drivers that are not being safe and are not thinking about other people on the road, and they take advantage of how well those roundabouts work, it can almost be more unsafe than if the roundabout wasn’t there in the first place – versus a stoplight, that you’ve got to be pretty deliberate to run a red light.”

Hume added that roundabouts are also better for air quality, noise levels and handling a higher capacity of automobiles. But he noted that roundabouts may not be as easy to maneuver for large trucks and trailers, as opposed to traffic signals.

For additional information about Grant Line Road improvements, visit the website www.GrantLine.org.

Community shares thoughts on Grant Line Road’s next phase

Editor’s note: Herburger Publications writer Gail Bullen, a staff writer for the Citizen’s sister publication River Valley Times, attended the Aug. 31 community meeting on the Grant Line Road project. A portion of her coverage is presented below.

The city’s Public Works Department held a public meeting on Aug. 31 that drew about 140 people to the Adkins Family Vineyards in Sheldon.

Attendees showed up early to look at a two-layer exhibit alongside a building that showed what Grant Line Road would look like with traffic signals or roundabouts. Two other exhibits displayed the proposed Wilton Road alignment and the 34-mile Capital SouthEast Connector project connecting Elk Grove to El Dorado Hills. Grant Line Road runs through the Sheldon community in Segment C of the connector.

Alan Glen, an AECOM engineer who lives in Wilton, made the case that more expensive roundabouts would be preferred at all six intersections, because they would be much safer and would save two commercial buildings – Sheldon Feed & Supply and The Wrangler bar – on one location.

He also told the crowd that realigning Wilton Road by adding another roundabout at Leisure Lane would eliminate almost all impacts on Sheldon's businesses.

Glen explained that lower speeds would likely make the Sheldon roundabouts safer than what audience members said is happening at Elk Grove's current roundabouts at Sheldon Road.

He said he couldn't specify when shovels will go into the ground, "because the right of way acquisition, the final design and the construction has not yet been identified." Glen said it likely would be seven or eight years before the first part of the project begins and probably 10-plus years to finish the entire project.

Eighteen audience members spoke at the meeting, and many filled out written comment cards. Several were skeptical about roundabouts given their experiences with other Elk Grove intersections. Three attendees essentially said any plans for construction should be stopped.

Four attendees criticized roundabouts in Elk Grove, indicating that many drivers using them are driving too fast and don't yield. One speaker referred to high development projects going on at the same time in surrounding areas.

"This is not a high-density community. We are rural, and you are forcing high density on this," she said.

Another speaker asked how the city would "honor the votes" for each option.

"I want it to stay the way it is," that speaker said. "How will that be received by the city?"

An attendee referenced all the widening work being done on Bradshaw and Waterman



roads.

“Why are you coming through our small town?” she asked. “Why are you going to ruin what (we) call sanctitude to live?”

The Sheldon roundabouts have been designed so motorists will traverse them between 20 and 25 mph.

Glen explained that the roundabouts will be designed with an apron in the center, so they can accommodate big rigs and trucks hauling horse trailers.

Theron Roschen, who is managing the project for the city, said all public comments will be summarized and posted as frequently asked questions on the city's website for the Sheldon project within a couple weeks.”

ITEM 13

MEETING DATE: October 29, 2021

TITLE: Update on Local Measure A Funding and Authorize the Executive Director to Execute a No-Cost Amendment to the Capital Project Allocation and Expenditure Contract with Sacramento Transportation Authority

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Resolution 2021-29 authorizing the Executive Director to execute a no-cost fourth Amendment to the 2015 Capital Allocation and Expenditure Contract with Sacramento Transportation Authority ("STA") for consistency with other contracts within the local Measure A funding program.

INTRODUCTION AND PURPOSE OF PROPOSED AMENDMENT

JPA staff has been actively engaged and involved in discussions with the STA executive director and legal counsel related to the JPA's existing Measure A contracts and claim submission format. The JPA has three active contracts, two capital funds, and one mitigation fund.

At the request of STA, the JPA stopped claiming Pay-As-You-Go ("Pay-Go") funds in 2017 and collaborated with STA's former Executive Director and staff, on a Capital Asset and Expenditure Policy that modified the format of the claims submitted under Capital expenses, not Pay-Go. However, in June 2021, STA's new executive director requested a new claim format moving forward.

The substantive question that remains is a 2015 Capital Allocation and Expenditure Contract, which has been described as an "anomaly" among Measure A as the contract separates Pay-Go funds with an annual disbursement limit for general administration. Pay-Go funds are received from the State Board of Equalization.

The 2015 contract is inconsistent with others within the Measure A program. Staff has discussed with STA the JPA's proposed approach to enter into a No Cost Fourth Amendment to the 2015 contract that will 1) remove the sections on Pay-Go, making the contract consistent with all others within the Measure A program; and 2) effectively



memorialize STA's approval of general administrative expenses from 2017 to June 2021 as the amendment would eliminate the 2015 contract's limitations on such expenditures.

At the request of STA, beginning June 2021, the only claims to the 2015 contract are related to the construction of Grant Line Road and engineering consulting work. The remaining balance of the 2015 contract will be used for this purpose.

JPA staff recommends the Board support staff's proposal and to authorize the Executive Director to enter into a Fourth Amendment to the 2015 contract.

BACKGROUND

The contract between STA and the JPA, dated August 27, 2015, reads:

Section 8a. "Disbursements of revenue pursuant to this contract for general administration expenses shall be made from current (pay-go) funds as they are received from the State Board of Equalization or the Authority's trustee (currently monthly). The cumulative annual disbursement will not exceed \$175,000 for FY 2016; \$150,000 for FY 2017; and \$100,000 for FY 2018. Future-year annual disbursements for general administration purposes are subject to approval by the Board."

Beginning in 2017, at STA request, the Authority began to capitalize expenses which included administrative costs. As a result, the JPA ended the practice of separate Pay-Go claims. The last JPA Pay-Go claim submitted to STA was for expenses through April 30, 2017, where expenses were labeled "General Administration." The JPA never invoiced STA the FY 2018 amount of \$100,000.

Capital Asset and Expenditure Policy

The JPA developed its Capital Asset and Expenditure Policy following Generally Accepted Accounting Principles ("GAAP") as recognized by the Governmental Accounting Standards Board ("GASB"), more specifically GASB Statement No. 34 and No. 51, which serve as the foundation of the policy.

STA, the JPA, and the Sacramento County Department of Finance (which serves as the JPA's Treasurer) collaborated to develop the policy. The policy clarifies that the JPA exists for the sole purpose of construction of a single transportation infrastructure capital asset for its member jurisdictions. As such, nearly all expenditures by the JPA are capitalizable expenditures that support the construction of the project.

Unlike other Measure A recipients, the JPA is exclusively organized for the sole purpose of delivering a capital asset. Accordingly, all costs associated with the JPA's administration



are necessary to deliver the project. Other agencies provide many services and deliver, maintain, or operate many transportation projects. Traditional administrative expenses are recovered by including the proportionate share to a specific capital project.

Following the adoption of the policy in June 2017 and prior to June 1, 2021, the JPA and STA operated on an agreement and understanding that the claims were formatted consistent with the terms in the 2015 contract.

ADMINISTRATIVE EXPENSES

The STA Executive Director's report in October 2021 acknowledged *"[t]he 2015 JPA Contract is an anomaly among contracts within the Measure A program, and the only one that explicitly states a limit of administrative expenditures."*

For context, suppose you were to look past the unique nature of the JPA and its sole objective to deliver a single capital project and the Capital Asset and Expenditure Policy. In that case, from July 1, 2016, through June 30, 2021 (five fiscal years), the JPA has expended a total of \$1,485,519 in expenses that could possibly be characterized as "administrative expenses":

Office, Lease, Supplies etc.	\$383,437
County Allocated and Fiscal Services	\$387,179
Audits and Accounting Services	\$124,274
Misc.	\$69,680
Administrative Officer Salaries and Related	\$520,949

These expenses are a 5-year average of \$297,104 per year when the JPA has totaled approximately \$28.5M in capital outlay, not including approximately \$64M currently under ongoing construction.

PROFESSIONAL CONSULTING SERVICES FOR PUBLIC AFFAIRS

Additionally, during the June 2021 meeting with STA staff, STA indicated a preference to remove lobbying activities from the invoices from the JPA's Public Affairs consultant, MMS Strategies.

These activities are a critical part of the Connector project and are needed to leverage funds. Furthermore, the Board chose to include lobbying activities under the JPA's public affairs team to consolidate project management and leadership.

The JPA Board approved the MMS Strategies contract in December 2020, and it was provided to STA in January 2021. The contract is consistent with the Board adopted budget.

Nevertheless, in June 2021, staff agreed to credit back these costs from its January 2021 through May 2021 invoices to accommodate STA's request and remove the expenses moving forward.

NEW FORMAT MOVING FORWARD

From discussions with STA staff, it is clear that STA staff's position regarding the format of administrative expenses has changed. The JPA has accommodated STA's requests for a modified claim submission format, and as of June 1, 2021, the following new procedures are in place:

- The JPA is claiming only direct expenses for construction and consulting engineering to the 2015 contract.
- The JPA's current Capital Allocation and Expenditure contract with STA entered into on April 8, 2021, for \$4,000,000 does not describe Pay-Go or General Administration. Staff agreed to invoice other expenses through this contract.
- STA, the JPA, and the Sacramento County Department of Finance collaborated to modify the claims format in the same manner as the County of Sacramento Department of Transportation (SACDOT) claims are formatted and submitted to STA.
- Similar SACDOT claims, the County Department of Finance will create a new "cost center" to capture Indirect and Overhead charges, and invoices will reflect the newly named "Transportation Services" and "Mitigation Services" charges. County Department of Finance will utilize labor rates to prepare the claims.

SUMMARY

As reflected above, JPA staff has been actively engaged and involved in discussions with STA related to the JPA's existing Measure A contracts and claim submission format.

The substantive discussion that remains is the 2015 contract, which has been described as an "anomaly" among Measure A as the contract separates Pay-Go funds with an annual disbursement limit for general administration. Given the contract is inconsistent with others within the Measure A program, staff recommends the Board approve an amendment making the contract consistent with all others within the Measure A program.



ATTACHMENTS

- a. No Cost Fourth Amendment to August 27, 2015 Capital Project Allocation and Expenditure Contract
- b. Resolution 2021-29

ITEM 13 a

**NO COST AMENDMENT OF THE AUGUST 27, 2015
CAPITAL PROJECT ALLOCATION AND EXPENDITURE CONTRACT
BETWEEN THE SACRAMENTO TRANSPORTATION AUTHORITY AND
THE CAPITAL SOUTHEAST CONNECTOR AUTHORITY**

THIS FOURTH AMENDMENT TO SACRAMENTO TRANSPORTATION AUTHORITY NEW MEASURE A CAPITAL PROJECT ALLOCATION AND EXPENDITURE CONTRACT is made and entered into this ____ day of _____, 2021, by and between the SACRAMENTO TRANSPORTATION AUTHORITY, a local transportation authority formed pursuant to the provisions of Public Utilities Code section 18000, et seq. (hereinafter referred to as "AUTHORITY"), and the CAPITAL SOUTHEAST CONNECTOR AUTHORITY, a joint powers authority (hereinafter referred to as "ENTITY").

RECITALS

WHEREAS, in 2004, the electors of Sacramento County approved, by two-thirds vote, sales tax Measure "A" and Authority Ordinance No. 04-01 ("Measure A Ordinance"); and

WHEREAS, the Measure A Ordinance includes the "Sacramento County Transportation Expenditure Plan 2009-2039" ("Expenditure Plan"); and

WHEREAS, the Expenditure Plan includes design, environmental clearance, environmental mitigation, right-of-way acquisitions, and construction of a multimodal transportation corridor connecting the Cities of Elk Grove, Rancho Cordova, and Folsom in the southern and eastern portions of Sacramento County, currently known as the Capital SouthEast Connector ("Project"); and

WHEREAS, AUTHORITY and ENTITY are parties to an August 27, 2015 Capital Project Allocation and Expenditure Contract for the Project (the "Contract"); and

WHEREAS, Consistent with applicable Governmental Accounting Standards Board policies and following consultation with AUTHORITY and others, including the Sacramento County Department of Finance, ENTITY adopted a Capital Asset and Expenditure Policy on June 30, 2017, wherein nearly all costs are capitalized to the Project and classification of expenses as non-capitalizable no longer exist; and

WHEREAS, AUTHORITY, on June 14, 2018 amended the Contract by adding an additional twenty-four (24) months to the length of the term to June 30, 2020; and

WHEREAS, AUTHORITY, on May 14, 2020 amended the Contract by adding an additional twelve (12) months to the length of the term to June 30, 2021; and

WHEREAS, AUTHORITY, on March 11, 2021 amended the Contract by adding an additional twenty-four (24) months to the length of the term to June 30, 2023; and

WHEREAS, AUTHORITY and ENTITY desire to further amend the Contract to be consistent with other contracts within the Measure A program.

NOW, THEREFORE, in consideration of the conditions herein contained, AUTHORITY and ENTITY do hereby agree to amend the Contract as follows:

AGREEMENT

1. The Recitals above are hereby incorporated in this Amendment.
2. Section 3(c) of the contract is hereby deleted in its entirety and shall now read as follows:

“[RESERVED]”

3. Section 8(a) of the contract is hereby deleted in its entirety and shall now read as follows:

“[RESERVED]”

4. All other terms and conditions not changed by this Amendment remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates indicated below.

CAPITAL SOUTHEAST CONNECTOR AUTHORITY

Derek Minnema, Executive Director

Date

SACRAMENTO TRANSPORTATION AUTHORITY

Sabrina Drago, Executive Director

Date



ITEM 13 b

RESOLUTION 2021-29

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A NO COST FOURTH
AMENDMENT TO 2015 CAPITAL PROJECT ALLOCATION AND EXPENDITURE
CONTRACT WITH SACRAMENTO TRANSPORTATION AUTHORITY**

BE IT RESOLVED that the Board of Directors of the Capital SouthEast Connector Joint Powers Authority authorizes the Executive Director to enter into a Fourth Amendment to the 2015 Capital Allocation and Expenditure Contract with Sacramento Transportation Authority in substantially the form attached hereto.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 29th day of October, 2021, on a motion by
Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

ITEM 14

MEETING DATE: October 29, 2021

TITLE: Connector Segment C Update (Grant Line Road from Bond Road to Calvin Road) related to the Sheldon Community Precise Roadway Plan

PREPARED BY: Matt Lampa

RECOMMENDATION

Receive an update on Connector Segment C related to the Sheldon Community Precise Roadway Plan and provide input if desired.

TODAY'S UPDATE

Staff will provide the Board with an overview of the work being performed, show the initial roundabout concepts that have been developed, and inform the Board of the anticipated milestones for finalizing the Precise Roadway Plan.

BACKGROUND

Connector Segment C will improve Grant Line Road to four lanes with a median and an adjacent multi-use path from Bond Road to Calvin Road.

This segment is designated as a "special section" in the Connector Programmatic Environmental Impact Report ("PEIR") as it passes through the community of Sheldon and its business district with closely spaced residential and commercial driveways.

The PEIR committed to additional studies to establish a project alignment that minimizes impacts to the community.

BRIEF RECENT HISTORY

In early 2018, JPA staff proposed the idea of roundabouts to the City of Elk Grove through the Sheldon community. Staff felt that roundabouts were a viable option that could potentially solve many transportation challenges through the Sheldon area, such as:

- Provide superior traffic operations (compared to traffic signals) while keeping speeds reasonable.



- Increase mobility and u-turn opportunities for larger rural vehicles.
- Minimize impacts through tight corridor constraints.
- Provide an opportunity to create a 'sense of space' in the unique rural road area.

After initial meetings with community members, city staff, and elected officials, the JPA initiated and funded the following activities:

- Boundary surveys in the commercial area to establish the right of way, easements, and property lines.
- Traffic forecasting analysis and Intersection Control Evaluations to establish traffic performance measures and feasibility recommendations.
- Preliminary design on roundabout concepts at six intersections.
- Independent design checks of the roundabouts and right of way impacts.

PRECISE ROADWAY PLAN

To memorialize Segment C's planning efforts and initial design, the JPA and the City of Elk Grove are preparing a Precise Roadway Plan ("PRP"). After the PRP's preparation, staff will bring a document to the JPA Board and City Council for CEQA approval that can be used by property owners to plan their site improvements, as well as to guide future design efforts.

All PRP documents are available at the following link:

https://elkgrovecity.org/city_hall/departments_divisions/public_works/capital_improvements/grant_line_sheldon_feasibility_study

PUBLIC OUTREACH

Public outreach is occurring through regular meetings with the Sheldon Community Association, various property and business owner meetings, and two public meetings:

- The first public meeting was held on September 17, 2020
- The second public meeting was held on August 31, 2021

All materials are available on the website above.

ITEM 15

MEETING DATE: October 29, 2021

TITLE: Connector Project Environmental Mitigation Strategy Update

PREPARED BY: Derek Minnema

RECOMMENDATION

Receive an update on environmental mitigation strategies and provide input if desired.

TODAY'S UPDATE

Staff will provide the Board with a brief overview of the research being performed, and inform the Board of the anticipated avoidance and mitigation strategies for environmental impacts.

STRATEGY 1: AVOIDANCE

Currently approximately 3,000 acres of open space habitat is preserved (under easement) immediately adjacent to the Connector alignment – this number does not count the Stone Lakes Wildlife Refuge at Interstate 5/Hood Franklin Rd, which is approximately 5,000 acres.

Avoidance of preserves is a top priority for navigating environmental impacts. An additional several thousand acres are zoned park land, or has zoning that restricts development use, providing more open space along the alignment.

The project has taken special care to avoid impacts to waters of the U.S. This strategy will help expedite the project schedule and keep project costs to a minimum.

The Connector JPA also engages with the Army Corps of Engineers (“USACE”) early in the environmental documentation process. Early engagement streamlines the permitting phase, and avoids unexpected changes to the project design after the environmental document is complete.

EXAMPLE AVOIDANCE: BRYTE RANCH CONSERVATION BANK

The north side of Grant Line Road near Calvine Road abuts the 573-acre Bryte Ranch Conservation Bank (“BRCB”), an approved and functioning mitigation bank. The BRCB is

approved for use as mitigation for vernal pool invertebrate habitat and for Swainson's hawk and burrowing owl habitat. Sacramento County identifies BRCB as a Protected Resource Conservation Area and the BRCB is part of the larger, connected Sacramento Prairie Vernal Pool Preserve (SPVPP).

Acquiring land from the BRCB is problematic for the following reasons:

- Acquiring land from the BRCB would require amendments to mitigation banking agreements and modification to the associated conservation easement.
- Given that the BRCB is a designated conservation area (preserve) to protect such species, impacting vernal pool habitat within the BRCB over another property that is not a designated conservation area would be very controversial with the resource agencies.
- The intent of the SSHCP preserve system is to build on the current, existing preserve system, of which the BRCB is a part. Under the SSHCP, existing mitigation and conservation banks might be used by the SSCA to meet certain biological goals and measurable objectives of the SSHCP conservation strategy. The BRCB connects to other properties within the SPVPP system, which is identified as an important building block for the SSHCP preserve system. Impacting the BRCB in favor of a non-preserve area would adversely affect the existing and planned SSHCP preserve system.
- While Connector construction is a covered activity under the SSHCP, modifications to conservation and mitigation banks are not, which means that mitigation for BRCB changes may end up being negotiated directly with the resource agencies outside the context of SSHCP mitigation ratios. The agencies would almost certainly require higher mitigation fees and/or ratios for impacting the BRCB because the protected land is assumed to be serving as mitigation for previous development; mitigation ratios for replacement land would likely be very high, and therefore costly.

STRATEGY 2: ADVANCE PURCHASE OF MITIGATION CREDITS OR PROPERTY

Mitigation credits satisfy compensatory mitigation requirements that are conditions of federal permits issued by the USACE and United States Fish and Wildlife Service ("USFWS").

As the SSCHP fee schedule shows, there are different costs for preservation and reestablishment credits depending upon the type of habitat that is being created. The high cost of vernal pool establishment and reestablishment credits is a result of how

difficult it is to locate properties with appropriate conditions to develop vernal pool habitat.

Table 1: Per-Acre Impact Mitigation Fee Estimates (Dollars per Acre)

Land Cover	Preservation Fee	Re-Establishment / Establishment Fee	Total Fee
Agriculture	\$17,759	\$0	\$17,759
Valley Grassland	\$19,394	\$0	\$19,394
Vernal Pool - Direct	\$36,503	\$173,064	\$209,567
Vernal Pool- Indirect	\$36,503	\$0	\$36,503
Blue Oak	\$23,058	\$106,694	\$129,752
Riparian	\$37,769	\$118,463	\$156,232
Mine Tailing Riparian Woodland	\$15,315	\$141,201	\$156,516
Seasonal Wetland	\$24,307	\$127,109	\$151,416
Freshwater Marsh	\$30,510	\$121,856	\$152,366
Swale - Direct	\$21,106	\$122,369	\$143,475
Swale- Indirect	\$21,106	\$0	\$21,106
Streams/Creeks (VPIH)- Direct	\$42,590	\$115,966	\$158,557
Streams/Creeks (VPIH)- Indirect	\$42,590	\$0	\$42,590
Open Water	\$23,180	\$101,312	\$124,492
Streams/Creeks	\$18,176	\$112,667	\$130,843

Under the Implementing Agreement signed by the JPA for the South Sacramento Habitat Conservation Plan, fees are paid to SSCA in exchange for mitigation credits, which satisfy habitat preservation requirements, or establishment and reestablishment credits, which satisfy compensatory mitigation requirements.

The SSCA will use the fee payments provided by the Connector JPA to acquire property for vernal pool establishment and reestablishment. It should be clear, however, that once the Connector has paid the in-lieu fees, it will have secured the requisite mitigation credits. In other words, whether or not the SSHCP re-establishes vernal pools will not impact or affect the mitigation achieved by payment of the in-lieu fees.

The JPA can also acquire property to satisfy mitigation requirements. Based on discussions with the SSCA, there is a preference of protecting land utilizing a conservation easement when outside the Urban Development Area ("UDA"), or Fee Title within the UDA. Acquisition could reduce costs compared to purchasing mitigation credits.

ANTICIPATED COSTS

Using preliminary mapping provided by the South Sacramento Conservation Agency (“SSCA”), it is estimated that that the Connector project will be required to purchase approximately \$18.6 million (2019 dollars) mitigation credits. The bulk of the estimated mitigation cost is for Valley Grassland. This amount will increase over time as mitigation costs are adjusted by the SSCA. For reference, fees have increased 9.5% since 2015.

Table 2: Total Impact Estimate of Mitigation Fees

Land Cover Type	Impact Acres	Total
Agriculture	194.2	\$3,449,588
Valley Grassland	570.3	\$11,059,634
Vernal Pool - Direct	7.5	\$1,571,755
Riparian	0.2	\$26,559
Mine Tailing Riparian Woodland	1.2	\$181,559
Seasonal Wetland	3.7	\$566,295
Freshwater Marsh	5.2	\$786,208
Swale - Direct	3.4	\$484,946
Streams/Creeks (VPIH) - Direct	1.8	\$282,231
Open Water	0.1	\$12,449
Streams/Creeks	1.8	\$232,901
<u>Total</u>	<u>789.27</u>	<u>\$18,654,126</u>

FUNDING

Contract STA-21-AE-001 between the JPA and Sacramento Transportation Authority (“STA”) provides funding to the JPA for analysis, evaluation and assessment of, and purchase of environmental mitigation credits up to \$5M through FY 2024.

SUMMARY

Staff will continue to explore all mitigation options and opportunities and assess the most impactful and economically feasible options including the potential for acquisition of mitigation lands along the alignment that could be added to the SSHCP preserve system for the benefit of the SSHCP.