CAPITAL | SOUTHEAST
CONNECTOR JPA
Connecting Communities

AUGUST 2025

BOARD MEETING

CAPITAL | SOUTHEAST
CONNECTOR JPA
Connecting Communities

WWW.CONNECTORJPA.NET
10640 Mather Blvd., Suite 120 · Mather, CA 95655
Tel: (916) 876-9094

Regular Meeting of the Capital SouthEast Connector JPA Board of Directors

Date: Friday, August 29, 2025, 8:30 a.m. to 10:30 a.m.

Meeting Location: City of Rancho Cordova City Hall
Council Chambers
2729 Prospect Park Drive,
Rancho Cordova, CA 95670

The Connector JPA welcomes, appreciates, and encourages public participation in the Board Meeting. If you wish to address the Board of Directors during the meeting, please complete a Speaker Card located at the back table and give it to the Secretary before considering the agenda item. The Board Chair will call your name at the appropriate time. Please speak into the microphone when addressing the Board.

The Board requests that you limit your presentation 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 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 Gatewood, Turnboo, Hume, Kozlowski, Robles

2. Pledge of Allegiance

3. Public Comment on Items Not on the Agenda

Individuals may comment on any item of interest to the public within the subject matter jurisdiction of the Board. Each person will be allowed three minutes. After ten minutes of testimony, the Chair may move testimony following the Discussion and Action Items. Please note that the California Government Code prohibits the Board from discussing or acting on any item 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. Individuals who wish to address a specific item on the agenda should comment during consideration of that item.

4. Executive Director's Report

Consent Calendar Items

5. Approve Action Minutes of the May 2025 Regular Board Meeting

6. Quarterly Report of Activities (Receive and File)

7. Budget-to-Actuals Report for Fiscal Year End Through June 30, 2025 (Receive and File)

8. Notable Media Content (Receive and File)

9. Update on Federal Transportation Funding and Legislation (Receive and File)

10. Update on State Transportation Funding and Legislation (Receive and File)

11. Update on I-80 Corridor CEQA Litigation and Court Decision (Receive and File)

12. Update on Traffic Trends Along the Connector Alignment (Receive and File)

13. Authorize the Executive Director to Negotiate and Administratively Settle Minor Real Property Interest Acquisitions
- Resolution 2025-16

Discussion and Action Items

14. Authorize the Executive Director to Execute a Two-Year Agreement with Drago Vantage, LLC for Development and Implementation of a Capital SouthEast Connector Funding & Finance Strategy for an Amount Not-to-Exceed $200,000
- Resolution 2025-17

15. Presentation and Update on the Engineering Design and Right of Way Acquisition Activities related to Grant Line Road in Sacramento County and Rancho Cordova

16. Announcements or Final Comments from Board Members

ADJOURN

The next meeting of the Capital SouthEast Connector JPA Board will be held on
November 14, 2025
City of Rancho Cordova City Hall, Council Chambers
2729 Prospect Park Drive, Rancho Cordova, CA 95670

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 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 before, the public hearing.

GOVERNMENT CODE 54957.5 et seq.

Public records, including writings relating to an agenda item for an open session of a regular meeting and distributed less than 72 hours before the meeting, are available for public inspection at 10640 Mather Blvd., Suite 120, Mather, CA 95655. The online version of the agenda and associated materials are posted for your convenience at http://www.ConnectorJPA.com. Some documents may not be posted online because of their size 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 before the meeting will enable the Connector JPA to make reasonable arrangements to ensure accessibility to this meeting.

If requested, this agenda can be 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 contact the Connector JPA 48 hours before 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: August 29, 2025

TITLE: Executive Director's Report

PREPARED BY: Derek Minnema

Federal Funding

Congressman Kiley included the Connector Project in his list of earmark requests for $2M congressionally directed funding.

In July, the Executive Director traveled to Washington, D.C., where he met with Congressman Kiley, attended the House Transportation & Infrastructure Committee hearing with Secretary Duffy, and participated in the Transportation Investment Advocacy Council conference hosted by the American Road & Transportation Builders Association (ARTBA). Engagement continues at the national level on federal reauthorization and surface transportation reauthorization.

Grant Line Road Safety

There was a recent fatality on Grant Line Road within the City of Rancho Cordova. This tragic incident underscores the urgent safety needs that the Connector Project is designed to address.

Legislative Coordination

Staff has been working closely with the Sacramento Transportation Authority on AB-1223, legislation with direct impacts on regional transportation planning and funding.

Project Progress

A large interagency meeting was recently held to address the two-lane scope of work for the Grant Line Road project. Agencies invited included SACOG, STA, Sacramento County, and the City of Rancho Cordova. The meeting helped clarify the configuration of travel lanes that are planned to be built.

Staff also continues significant coordination with SMUD and adjacent development interests. Focus areas include utility easements, grading, drainage, and maintaining consistency with Connector design standards.

Fiscal Year-End Audit

With the close of the fiscal year, the JPA has initiated its annual audit. A comprehensive financial report will be prepared and presented to the Board in November.

ITEM 5

MEETING DATE: August 29, 2025

TITLE: Action Minutes of the May 30, 2025, Regular Board Meeting

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Action Minutes of the May 30, 2025, Regular Board Meeting.

ACTION MINUTES

The Capital SouthEast Connector JPA Board of Directors met at its regular Board Meeting on May 30, 2025, in the City of Rancho Cordova City Hall Council Chambers, located at 2729 Prospect Park Drive, Rancho Cordova, CA.

Call to Order Chair Kozlowski called the meeting to order at 8:30 a.m.

Roll Call Present: Directors Gatewood, Kozlowski, Hume*, Turnboo, Robles*
* Director Hume arrived at 8:41 a.m. and Director Robles arrived at 8:48 a.m

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 May 2025, and a brief discussion ensued between the Board and JPA staff.

There were no comments from the public on this item.

Consent Calendar Items

A motion was made by Director Kozlowski and seconded by Director Turnboo 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 the February 28, 2025, Regular Board Meeting

Item #6: Quarterly Report of Activities (Receive and File)

Item #7: Budget-to-Actuals Report for the Fiscal Year-to-Date Through March 31, 2025 (Receive and File)

Item #8: Notable Media Articles (Receive and File)

Item #10: Approve and Adopt the Annual Financial Investment Policy, Resolution 2025-05

Item #11: Adopt Revisions to the Capital Asset and Expenditures Policy, Resolution 2025-06

Item #12: Adopt a Plan and Policies related to Title VI of the Civil Rights Act of 1964 Required for Agencies Receiving Federal Funding, Resolution 2025-07

Item #13: Authorize the Executive Director to execute a Memorandum of Understanding with the Sacramento Transportation Authority Related to Regional Coordination of the State Transportation Improvement Program, Resolution 2025-08

There were no comments from the public on this item.

<u>Discussion and Action Items</u>

Item #14: Evaluation of Future Interchange at the Grant Line Road intersection with Chrysanthy Boulevard in Sacramento County, Resolution 2025-09

Executive Director Minnema introduced and presented the item. A brief discussion ensued amongst the Board and JPA staff.

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

BOARD OF DIRECTORS ("BOARD") OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY ("CONNECTOR JPA") THAT THE CONNECTER JPA HAS REVIEWED EXTENSIVE OPERATIONAL ANALYSES OF THE GRANT LINE ROAD INTERSECTION WITH CHRYSANTHY BOULEVARD (THE "INTERSECTION") WITHIN THE PRESCRIBED FIVE-YEAR RESERVATION TIMELINE ALONG WITH MULTIPLE CUMULATIVE AND SUPER-CUMULATIVE TRAFFIC STUDIES CONDUCTED BY CONNECTOR JPA TRAFFIC STUDY CONSULTANTS; AND

THAT UNDER AGGRESSIVE DEVELOPMENT SCENARIOS PROJECTED TO 2051, INTERSECTION OPERATIONS REMAIN AT LEVEL OF SERVICE (LOS) D IN COMPLIANCE WITH CONNECTOR JPA'S ADOPTED INTERSECTION AND SEGMENT THRESHOLDS; AND

THAT SHOULD EXISTING LAND USE APPROVALS AND LIMITATIONS REMAIN IN PLACE, THERE IS NO CURRENT OR PROJECTED OPERATIONAL NEED FOR AN INTERCHANGE AT THE INTERSECTION.

THE BOARD SUPPORTS THE REMOVAL OF THE INTERCHANGE RESERVATION FROM SACRAMENTO COUNTY'S PLANNING DOCUMENTS AND RECOMMENDS PROCEEDING WITH AT-GRADE INTERSECTION IMPROVEMENTS WARRANTED BY DEVELOPMENT MILESTONES WITH RESOLUTION 2025-09

Public comment was received by Albert Stricker on this item.

Item #15: Update on the Mitigation and Right of Way Acquisition Activities for the White Rock Rd Class I Trail in Folsom and El Dorado Hills

Principal Civil Engineer Matt Lampa introduced and presented the item. A brief discussion ensued amongst the Board and JPA staff.

No action was taken on this item.

There were no comments from the public on this item.

Item #16: Adopt Work Plan and Fiscal Year 2025-26 Budget and Member Agency Contribution, Resolution 2025-10, Resolution 2025-11, Resolution 2025-12

Executive Director Minnema introduced and presented the item. A brief discussion ensued amongst the Board and JPA staff.

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

THE BOARD OF DIRECTORS ("BOARD") OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY ("CONNECTOR JPA") THAT THE PROPOSED FISCAL YEAR 2025-26 WORK PLAN FOR THE CONNECTOR JPA PRESENTED TO THE BOARD AT THIS MEETING IS HEREBY ADOPTED IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO RESOLUTION 2025-10

AND

THE BOARD OF DIRECTORS ("BOARD") OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY ("CONNECTOR JPA") THAT THE PROPOSED FISCAL YEAR 2025-26 BUDGET FOR THE CONNECTOR JPA PRESENTED TO THE BOARD AT THIS MEETING IS HEREBY ADOPTED IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO RESOLUTION 2025-11

AND

THE BOARD OF DIRECTORS ("BOARD") OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY ("CONNECTOR JPA") THAT EACH MEMBER JURISDICTION SHALL CONTRIBUTE LOCAL FUNDS IN THE AMOUNT OF $53,486.20 FOR FY 2025-26 WITH RESOLUTION 2025-12

There were no comments from the public on this item.

Item #17: Authorize the Executive Director to Execute and Amend Agreements for Audit, Fiscal, and Accounting Services, Resolution 2025-13

Executive Director Minnema introduced and presented the item. A brief discussion ensued amongst the Board and JPA staff.

A motion was made by Director Kozlowski and seconded by Director Robles and passed by unanimous vote that:

THE BOARD OF DIRECTORS ("BOARD") OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY ("CONNECTOR JPA") THAT THE EXECUTIVE DIRECTOR OF THE CONNECTOR JPA IS HEREBY AUTHORIZED TO EXECUTE AMENDED AGREEMENTS FOR AUDIT, FISCAL AND ACCOUNTING SERVICES WITH RICHARDSON & CO., ROBB MERITT, AND TTJ CONSULTING WITH RESOLUTION 2025-13

There were no comments from the public on this item.

Item #18: Authorize the Executive Director to Execute Task Orders for Traffic Engineering Services from the Master On-Call List, Resolution 2025-14

Executive Director Minnema introduced and presented the item. A brief discussion ensued amongst the Board and JPA staff.

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

THE BOARD OF DIRECTORS ("BOARD") OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY ("CONNECTOR JPA") THAT THE BOARD HEREBY AUTHORIZES THE EXECUTIVE DIRECTOR OF THE CONNECTOR JPA TO EXECUTE TASK ORDER NOS. 004-23, 005-23, AND 006-23 FOR UPDATES TO TRAFFIC DATA, CORRIDOR-WIDE MODELING SCENARIOS, AND PROJECT-LEVEL PERFORMANCE METRICS WITH RESOLUTION 2025-14

There were no comments from the public on this item.

Item #19: Authorize the Executive Director to Execute Task Orders for Managing Mitigation Inspection and Construction Work Services from the Master On-Call List, Resolution 2025-15

Executive Director Minnema introduced and presented the item. A brief discussion ensued amongst the Board and JPA staff.

A motion was made by Director Kozlowski and seconded by Director Gatewood and passed by unanimous vote that:

THE BOARD OF DIRECTORS ("BOARD") OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY ("CONNECTOR JPA") THAT THE EXECUTIVE DIRECTOR OF THE CONNECTOR JPA IS HEREBY AUTHORIZED TO EXECUTE TASK ORDERS NOS. 1 AND 2 FOR BID COMPLIANCE SERVICES AND COMPREHENSIVE CONSTRUCTION MANAGEMENT SERVICES FOR AN AMOUNT NOT TO EXCEED $89,142 WITH RESOLUTION 2025-15

There were no comments from the public on this item.

Item #20: Announcement and Final Comments from Board Members

No action was taken on this item.

No public comment was received on this item.

Adjournment

The meeting adjourned at approximately 9:43 a.m.

APPROVAL OF ACTION MINUTES FOR MAY 30, 2025

Approved By:	Attest:
______________________________	______________________________
Mike Kozlowski Chair of the Board	Derek Minnema Board Secretary

ITEM 6

MEETING DATE: August 29, 2025

TITLE: Quarterly Report of Activities (Receive and File)

PREPARED BY: Matt Lampa

RECOMMENDATION

Receive and File this update.

BACKGROUND

The Sacramento Transportation Authority requires agencies to submit quarterly project activity reports for Capital or Mitigation Contracts. The reports summarize project costs, expenditures, and activities performed during the reporting period.

SUMMARY OF PROJECT ACTIVITIES QUARTER ENDING 6/30/2025

Kammerer Road

- Coordination with the City of Elk Grove on Caltrans performance audit
- Coordination with the City of Elk Grove regarding the design of Segment A1 and adjacent development infrastructure.

Grant Line Road

- Attend CTC meetings.
- Coordination with the County of Sacramento and the City of Rancho Cordova on adjacent development infrastructure along Grant Line Rd.
- Continued work on utility coordination and engineering design between Chryanthy Blvd and White Rock Rd.
- Coordination with Caltrans regarding the USDOT RAISE grant.
- Prepare and submit SB 1 quarterly progress reports to Caltrans and CTC.
- Continued work on right of way acquisition activities
- Advance ultimate corridor design and initiate work on initial 2-lane phased concept

White Rock Road

- Continued work on utility coordination and right of way acquisition activities
- Continued work on ultimate corridor preliminary engineering
- Completed work on 60% plans for the White Rock Trail project.
- Coordination with City of Folsom and El Dorado County regarding adjacent development infrastructure.

SUMMARY OF MITIGATION ACTIVITIES QUARTER ENDING 6/30/2025

- Evaluation of project environmental impact and mitigation strategies.
- Continued maintenance activities on Connector conservation parcel
- Collaboration with conservation partners to identify potential mitigation properties to continue the open space preservation strategy.

ATTACHMENTS

a. Quarterly Reports

Project Name: Capital SouthEast Connector - Capital

Measure A Capital Projects

Quarterly Status Report

PROJECT INFO

Quarter Ended:	06/30/2025	Fiscal Year:	2025	Reporting Quarter:	4
Agency:	Capital SouthEast Connector	Project Mgr:	Matt Lampa		
		Phone and Email:	916-876-9093 lampam@saccounty.gov		

This project consists of a 34-mile-long expressway that will serve as a beltway through the southern area of Sacramento County into El Dorado County, enabling travelers to bypass downtown Sacramento and Highway 50 congestion between Elk Grove, Rancho Cordova, Folsom, and El Dorado Hills. The Connector will provide easier access to jobs, reduced congestion, more efficient goods movement, increased safety, and significant economic impact. The project's first phase includes construction of four continuous lanes from Interstate 5 and Highway 99 in Elk Grove to the new Silva Valley interchange at Highway 50 in El Dorado Hills, expanded at-grade intersections at all major access points, and a continuous path for pedestrians, bicyclists, and equestrians.

Sponsor Project ID Number:	N/A	STA Project ID Number:	A-16-JP (20)
Original Est. Project Cost:	$ 1,006,014,000	Current Est. Project Cost:	$ 588,190,000

MEASURE A CAPITAL FUNDING

Previous Contract(s) Award:	$	38,425,445
Previous Contract(s) Spending:	$	(38,425,445)
Current Contract Award:	$	4,700,000
Current Contract Reimbursement:	$	(3,533,514)
Expended This Quarter:	$	(225,688)
Total Remaining:	$	940,798

Projected Spending by Fiscal Year	
2025	550,000
2026	550,000
2027	400,000
2028	200,000
2029	0

Federal and State Funds Awarded: $ 150,300,000

PROJECT MILESTONES

	Begin	Planned Completion	Completed
Project Study Environmental			03/07/2012
(PA&ED) Phase Design			
(PS&E) Phase			
Right-of-Way Phase			
Construction Phase			

CURRENT STATUS

Current Phase (as of last day of reporting quarter): Environmental (PA&ED) Phase

Indicate overall progress of the current phase

0% ○ ○ ◉ ○ ○ ○ ○ ○ ○ ○ ○ 100%

Explanation of Activities and Expenditures this Quarter, Next Quarter, and Additional Notes

Explanation of activities:

- Segment A:

- A1 - Coordination with City of Elk Grove regarding Segment A1 design and developments along Kammerer Rd.

- Segment C: Coordination with City regarding Wilton Rd intersection.

- Segment D3/E1: D3b rail crossing planning is ongoing, Continued coordination with member agengies regarding the White Rock Trail. Continued work on 60% design of D3b ultimate corridor and drainage design. Completed 60% plans for Trail. Continued right of way

Anticipated Activities Next Quarter

Segment A: Continued coordination w/ Sac County and City of Elk Grove on design of Segment A1 and developments along the corridor. Coordination with City on design and funding opportunities.

Segment C: Coordination w/ City of Elk Grove on Wilton Rd intersection

Segment D3/E1: Continued work on White Rock Trail project engineering and ROW acquisitions. On-going rail crossing planning. Continued coordination on funding opportunities.

Additional Notes:

- Project segments are at various levels of planning, environmental analysis, design, and right of way.
- Connector Project updates are provided to the regularly scheduled public JPA Board meetings. Additional details can be found at www.ConnectorJPA.com

Project Name: Capital SouthEast Connector - Grant Line Road

Measure A Capital Projects

Quarterly Status Report

PROJECT INFO

Quarter Ended:	06/30/2025	Fiscal Year:	2025	Reporting Quarter:	4
Agency:	Capital SouthEast Connector	Project Mgr:	Matt Lampa		
		Phone and Email:	916-876-9093 lampam@saccounty.gov		

This project will reconstruct Grant Line Road between Chrysanthy Blvd and White Rock Road to a multi-modal transportation corridor. The project is a component of the 34-mile-long Capital SouthEast Connector expressway that will serve as a beltway through the southern area of Sacramento County into El Dorado County, and will be consistent with the ultimate corridor design to provide easier access to jobs, reduced congestion, more efficient goods movement, increased safety, and significant economic impact.

Sponsor Project ID Number:	N/A	STA Project ID Number:	A-16-JP (20)
Original Est. Project Cost:	$ 56,000,000	Current Est. Project Cost:	$ 56,000,000

MEASURE A CAPITAL FUNDING

Previous Contract(s) Award:	$ 0	Projected Spending by Fiscal Year 2025	3,727,000
Previous Contract(s) Spending:	$ 0	2026	700,000
Current Contract Award:	$ 2,000,000	2027	300,000
Current Contract Reimbursement:	$ (586,093)	2028	0
Expended This Quarter:	$ (194,531)	2029	0
Total Remaining:	$ 1,219,376	Federal and State Funds Awarded:	$ 3,000,000

PROJECT MILESTONES

	Begin	Planned Completion	Completed
Project Study Environmental			03/07/2012
(PA&ED) Phase Design			09/17/2019
(PS&E) Phase	01/26/2024	06/30/2026	
Right-of-Way Phase	11/01/2024	06/01/2026	
Construction Phase			

CURRENT STATUS

Current Phase (as of last day of reporting quarter): Design (PS&E) Phase

Indicate overall progress of the current phase

0% ○ ○ ○ ◉ ○ ○ ○ ○ ○ ○ ○ 100%

Explanation of Activities and Expenditures this Quarter, Next Quarter, and Additional Notes

Explanation of activities:
Attend CTC meetings in support of upcoming TCEP funding application. Coordination with FHWA and Caltrans regarding RAISE funding agreement. Continued utility coordination. Continued work on 60% ultimate corridor design and continued work on drainage analysis and design. Continued work on initial phases concepts. Coordination with City and County related to developments adjacent to the alignment. Continued right of way acquisition activities and property owner meetings.

Anticipated Activities Next Quarter
Continued coordination with City and County regarding design and developments adjacent to the alignment. Continued coordination with FHWA and Caltrans on RAISE funding agreement. Finalize 60% design of ultimate corridor and drainage design. Continued development of initial phasing concept and design. Continued right of way acquisition work.

Additional Notes:
Connector Project updates are provided to the public at regularly scheduled JPA Board meetings. Additional details can be found at www.ConnectorJPA.com

Project Name: Capital SouthEast Connector - SGIP Mitigation

Measure A Capital Projects

Quarterly Status Report

PROJECT INFO

Quarter Ended:	06/30/2025	Fiscal Year:	2025	Reporting Quarter:	4
Agency:	Capital SouthEast Connector	Project Mgr:	Derek Minnema		
		Phone and Email:	916-876-9097 minnemad@saccounty.gov		

This project consists of a 34-mile-long expressway that will serve as a beltway through the southern area of Sacramento County into El Dorado County, enabling travelers to bypass downtown Sacramento and Highway 50 congestion between Elk Grove, Rancho Cordova, Folsom, and El Dorado Hills. The Connector will provide easier access to jobs, reduced congestion, more efficient goods movement, increased safety, and significant economic impact. The project's first phase includes construction of four continuous lanes from Interstate 5 and Highway 99 in Elk Grove to the new Silva Valley interchange at Highway 50 in El Dorado Hills, expanded at-grade intersections at all major access points, and a continuous path for pedestrians, bicyclists, and equestrians.

Sponsor Project ID Number:	N/A	STA Project ID Number:	A-16-JPM
Original Est. Project Cost:	$ 5,000,000	Current Est. Project Cost:	$ 5,000,000

MEASURE A CAPITAL FUNDING

Previous Contract(s) Award:	$	0
Previous Contract(s) Spending:	$	0
Current Contract Award:	$	5,000,000
Current Contract Reimbursement:	$	(4,541,963)
Expended This Quarter:	$	(12,806)
Total Remaining:	$	445,231

Projected Spending by Fiscal Year		
	2025	797,000
	2026	0
	2027	0
	2028	0
	2029	0

Federal and State Funds Awarded: $ 0

PROJECT MILESTONES

	Begin	Planned Completion	Completed
Project Study Environmental			
(PA&ED) Phase Design			
(PS&E) Phase			
Right-of-Way Phase			
Construction Phase			

CURRENT STATUS

Current Phase (as of last day of reporting quarter): Environmental (PA&ED) Phase

Indicate overall progress of the current phase

0% ○ ○ ○ ○ ○ ○ ○ ○ ● ○ ○ 100%

Explanation of Activities and Expenditures this Quarter, Next Quarter, and Additional Notes

Explanation of activities:
- Environmental resource establishment/ re-establishment activities on Grant Line Rd mitigation parcel.
- Evaluation of project environmental impact and mitigation strategies.
- - Collaboration with conservation partners to identify potential mitigation properties to continue open space preservation strategy
- Connector Project updates are provided to the public at regularly scheduled JPA Board meetings. Additional details can be found at www.ConnectorJPA.com

Anticipated activities Next Quarter:
- Continued environmental resource establishment/ re-establishment activities on Grant Line Rd mitigation parcel.
- Continued evaluation of project environmental impact and mitigation strategies.
- Continued collaboration with conservation partners to identify potential mitigation properties to continue open space preservation strategy

ITEM 7

MEETING DATE: August 29, 2025

TITLE: Budget-To-Actual report for the Fiscal Year 2025 (Receive and File)

PREPARED BY: Derek Minnema and Erika Zheng

RECOMMENDATION

Receive and file Budget-to-Actual reports for July 1, 2024 through June 30, 2025.

DISCUSSION

As reported at the May board meeting, overall revenue and expenditures were below budget projections. The largest discrepancy was Fiscal, Audit and County services, which incurred over $140,000 in allocated costs. These charges are debited from the JPA by the County for personnel, fiscal, and labor relations.

Budget to Actual Report July 1, 2024 through June 30, 2025		
Description	**Adopted Budget**	**Actual**
Revenues		
Measure A - Capital	1,400,000	1,486,702
Measure A - Mitigation	2,759,137	30,395
Other Local Funding	533,333	445,720
State Funding	1,300,000	699,738
Federal Funding	800,000	553,306
Member Contributions	250,000	250,000
Interest Income	9,004	29,148
Total Revenues	7,051,474	3,495,009
Expenditures		
Land Acquistion and ROW	200,000	-
Mitigation Purchases	2,759,137	-
Construction	150,000	-
Project Professional Services	2,800,000	2,306,484
Project Overhead		
Salaries and Benefits	677,658	741,670
Legal Services	250,000	177,277
Audit, Fiscal and County Services	75,000	174,110
Rent	65,000	53,923
Office	50,000	51,639
Conferences, Meetings, and Travel	40,000	30,106
Insurance	17,850	20,753
Other Operating	70,000	54,233
Total Expenditures	7,154,645	3,610,195

ITEM 8

MEETING DATE: August 29, 2025

TITLE: Notable Media Content (Receive and File)

PREPARED BY: Derek Minnema

RECOMMENDATION

Receive and File this media summary.

MEDIA SUMMARY

- 1 Killed, 2 Injured in Grant Line Road Collision – *"A 21-year-old man was killed and two others, including a child, were seriously injured in a head-on collision Tuesday afternoon along Grant Line Road, near the intersection with White Rock Road just east of Rancho Cordova. The California Highway Patrol said the crash occurred shortly after 4:30 p.m. when a Hyundai Elantra traveling northbound on Grant Line collided head-on with a Subaru Impreza heading southbound."* - **Folsom Times** *(1 Killed, 2 Injured In Grant Line Road Collision; Witnesses Sought – Folsom Times)*

NEW MEDIA CONTENT SUMMARY

This year staff launched the *Between Two Shovels* podcast featuring our engineers, environmental planners, lawyers, and traffic engineers. The series, along with expanded social media and website updates, has significantly increased community engagement.

Key Metrics (Jan–Aug 2025)

- **Website:** 36,000 visits (~4,500/month), 1,681 email sign-ups, 1,482 PDF downloads.
- **YouTube:** 133,000 views (~16,600/month), top video *Connector in Folsom* with 106,000+ views.
- **TikTok:** 52,000 views (~6,500/month), strong engagement on podcast clips.
- **Facebook & Instagram:** 4.1k page followers on Facebook, strong engagement with OnSite Observer partnership and podcast clips for retargeting audiences.

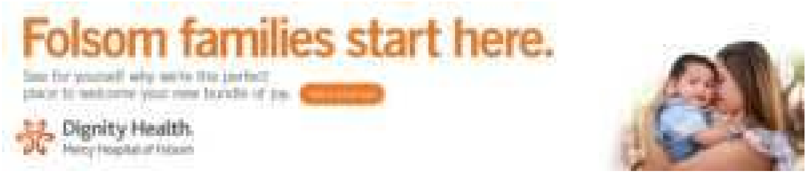
We now consistently reach 25,000–30,000 people monthly across platforms. Engagement is strongest on YouTube and TikTok, while the website is driving sign-ups and document downloads. The podcast has added a personal, expert voice to project communications.

1 KILLED, 2 INJURED IN GRANT LINE ROAD COLLISION; WITNESSES SOUGHT

Posted by Megan Hoffman-Davis | Aug 6, 2025 12:39 am | Community News, Sacramento County

A 21-year-old man was killed and two others, including a child, were seriously injured in a head-on collision Tuesday afternoon along Grant Line Road, near the intersection with White Rock Road just east of Rancho Cordova.

The California Highway Patrol said the crash occurred shortly after 4:30 p.m. when a Hyundai Elantra traveling northbound on Grant Line collided head-on with a Subaru Impreza heading southbound.

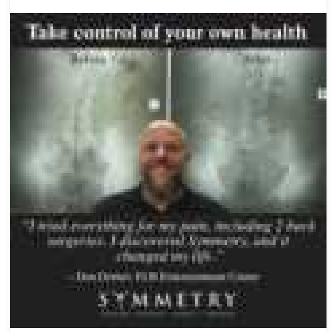


The impact of the crash claimed the life of the Hyundai's driver, a 21-year-old man, who was pronounced dead at the scene. His passenger, a 12-year-old child, suffered major injuries and was transported to a nearby hospital. The 24-year-old driver of the Subaru also sustained serious injuries and was hospitalized.

Emergency crews from the Sacramento Metropolitan Fire District responded quickly, and traffic in the area was closed for several hours as officers conducted their investigation and cleared the wreckage.

Authorities say the cause of the crash remains under investigation, and it is currently unknown whether drugs or alcohol were contributing factors.

Anyone who witnessed the collision or has additional information is urged to contact the California Highway Patrol's East Sacramento office at (916) 464-1450.



ITEM 9

MEETING DATE: August 29, 2025

TITLE: Update on Federal Transportation Funding and Legislation (Receive and File)

PREPARED BY: Matt Lampa

RECOMMENDATION

Receive and file this informational report on Federal Transportation Funding and Legislation.

RAISE GRANT AGREEMENT

The Connector JPA was awarded $25 million in federal RAISE grant funding in 2024 for the reconstruction of Grant Line Road. Earlier this year, the Federal Highway Administration (FHWA) paused all pending discretionary grant agreements to review compliance with new federal executive orders. That pause has now been lifted, and FHWA has resumed processing agreements.

JPA staff is working closely with FHWA and Caltrans to finalize the federal grant agreement. FHWA has confirmed that the Class I bike path will remain within the project scope, and no guidance has yet been issued that would remove active transportation elements from similar projects.

At this time, Caltrans has not yet issued the revised subrecipient agreement template, which is required before the JPA can execute the grant agreement. Staff is actively following up and stands ready to proceed as soon as the agreement becomes available.

In preparation for baseline reporting, staff is coordinating with Kimley-Horn to obtain pre-construction speed data. This data will be used to establish a consistent performance baseline for Travel Time, one of two federally required performance metrics. The second required metric is Severe Accidents (fatal and serious injuries), which will be tracked using state collision data from the SWITRS database. Both metrics must be reported to FHWA annually for three years following construction.

Finally, staff continues to coordinate with member agencies to secure the required non-federal matching funds.

APPROPRIATIONS ACT, 2026

The House Appropriations Committee passed the FY26 Transportation, Housing and Urban Development (THUD) Appropriations bill on July 17, 2025. The Senate Committee approved its version on July 24. Both versions include major transportation funding provisions.

Representative Kevin Kiley secured a $2 million Community Project Funding appropriation for White Rock Road. This earmark is a positive step and reflects strong federal support for the project.

Next Steps in the Process

The House and Senate must now reconcile their differences in conference committee negotiations, a process that typically spans several weeks.

Once reconciled, the final bill must pass both chambers and be signed by the President.

If no agreement is reached by October 1, 2025, Congress will likely pass a Continuing Resolution (CR) to avoid a government shutdown. A CR would delay new earmarks, including White Rock Road.

Timing Realities

Even if the THUD bill passes both chambers and is signed into law, it will likely take up to a year before the funds are available for obligation.

After enactment, federal agencies (USDOT, FHWA) will need to execute internal agreements, establish accounting lines, and formally allocate the funding to the JPA or sponsoring agency.

Conclusion

While the inclusion of White Rock Road in the FY26 THUD bill is a positive milestone, it is the first step in a long process. The JPA will need to remain actively engaged through conference negotiations and federal coordination to ensure timely and complete delivery of the funds.

ITEM 10

MEETING DATE: August 29, 2025

TITLE: Update on State Transportation Funding and Legislation (Receive and File)

PREPARED BY: Derek Minnema

RECOMMENDATION

Receive and file this informational report on State Transportation Funding and Legislation.

SB 1 FUNDING

The Connector JPA submitted a request for $20 million from the SB 1 Trade Corridor Enhancement Program (TCEP – Cycle 4) for a two-lane reconstruction of Grant Line Road. In June, the California Transportation Commission (CTC) released staff recommendations for funding, and unfortunately, the Connector Project was not selected.

Following the announcement, JPA staff conducted a debrief with the CTC Executive Director, the SB 1 Programs Manager, and a Commissioner. It was noted that while the application was well-prepared, the submitted scope reflected a two-lane initial phase project rather than the ultimate four-lane expressway, which had previously been analyzed and funded by the Commission based on stronger performance metrics.

The Commission did fund a four-lane project for this segment in an earlier cycle, and while scope reductions are technically allowed under TCEP guidelines, they are generally not well received. Per CTC policy, when an agency proposes a scope change, it must demonstrate the unforeseen nature of the change, provide updated documentation and cost estimates, and assess the impact on overall project benefits and delivery.

Ultimately, with the level of statewide competition, only the highest-scoring projects are selected for funding. The JPA continues to administer its Cycle 3 TCEP grant for the ultimate four-lane facility and will reevaluate the appropriate approach for consideration in Cycle 5.

As staff revisits the construction funding strategy, the focus will remain on securing the full funding package necessary to deliver the reduced scope two-lane expressway. However, if sufficient funding is not secured in the near term, the construction timeline could be delayed beyond current projections.

ITEM 11

MEETING DATE: August 29, 2025

TITLE: Update on I-80 Corridor CEQA Litigation and Court Decision (Receive and File)

PREPARED BY: Derek Minnema

RECOMMENDATION

Receive and file this informational update.

CASE DETAILS

- Title: *Center for Biological Diversity, et al. v. California Department of Transportation*
- Case Numbers: 24CV077619 and 24CV077732
- Court: Superior Court of California, County of Alameda
- Judge: Hon. Michael M. Markman
- Decision Date: August 13, 2025
- Petitioners: Center for Biological Diversity, Natural Resources Defense Council, Planning and Conservation League, Sierra Club, and Environmental Council of Sacramento.
- Respondents: California Department of Transportation (Caltrans)
- Project at Issue: Yolo 80 Corridor Improvements Project (addition of managed lanes on I-80/US-50 through Yolo County).

EXECUTIVE SUMMARY

On August 13, 2025, Alameda County Superior Court Judge Michael Markman denied all CEQA petitions filed against Caltrans' Yolo I-80 Corridor Improvements Project.

Environmental groups had sued Caltrans, arguing that the project's Environmental Impact Report was inadequte on three major grounds: (1) that it underestimated induced vehicle miles traveled (VMT), (2) that Caltrans improperly "piecemealed" the project by separating shoulder work funded under the SHOPP program, and (3) that the $55 million climate mitigation commitment was inadequate.

The court sided with Caltrans and rejected all claims of petitioners, holding that Caltrans had satisfied CEQA's standard of a "good faith effort at full disclosure."

GOOD FAITH DISCLOSURE REMAINS ADEQUATE

The court's central message was that CEQA does not demand perfection, but rather transparency. Judge Markman pointed out that Caltrans openly quantified the induced travel effect and disclosed the limitations of its traffic models.

The judge found Caltrans analysis to be adequate because it was candid and evidence-based. In doing so, the court reinforced that transportation agencies are judged not by whether they eliminate every uncertainty, but by whether they present the impacts clearly and allow decision-makers to weigh them.

NO PIECEMEALING

Judge Markman found that the pavement rehabilitation project had "different funding sources" and "a different scope and purpose" and that its impacts were in fact folded into the cumulative analysis for the managed lanes project.

His ruling stated: "The evidence does not reflect an intentional effort by Caltrans to mislead the public. The Project does not appear to suffer from a piecemealing problem for purposes of CEQA." This holding effectively concludes that the piecemealing allegations were unfounded.

CLIMATE MITIGATION CAPPED

In comments on the Draft EIR, the California Air Resources Board (CARB) criticized Caltrans for proposing to mitigate less than half of the induced VMT, arguing that the $55 million package was inadequate and that full mitigation was both feasible and necessary.

CARB urged Caltrans to study additional pricing alternatives such as converting existing lanes to tolled lanes that could generate new revenue and pay for more aggressive climate programs.

In the Final EIR, Caltrans committed $55 million in mitigation funding for a package of projects—transit service, microtransit, rail, and bike/pedestrian connections, which they calculated would offset about half of the induced VMT. This brought the total project cost to $465 million, nearly 12% of which is dedicated solely to climate mitigation.

Petitioners adopted CARB's position, calling the $55 million cap arbitrary and insisting that Caltrans should have fully mitigated the impact. Caltrans responded with evidence from the record showing that achieving even two-thirds mitigation would cost over $1.68

billion, which was infeasible: "*Mitigating 50% of the induced VMT will cost $55 million, but mitigating 67% would have cost over $1.68 billion*".

Judge Michael Markman ultimately sided with Caltrans. He found the agency had done an "exhaustive search" for feasible mitigation measures and lawfully adopted a Statement of Overriding Considerations to explain why residual impacts remained. The court held that CEQA requires feasible mitigation and full disclosure, and ruled that the $55 million program was legally sufficient.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA Dept. No. 23

Date: 8/13/2025 Hon. MICHAEL MARKMAN, Judge

FILED
Superior Court of California
County of Alameda
08/13/2025
Chad Finke, Executive Officer / Clerk of the Court
By: Deputy
T. Lopez

CENTER FOR BIOLOGICAL DIVERSITY; NATURAL RESOURCES DEFENSE COUNCIL, INC.; and PLANNING AND CONSERVATION LEAGUE, Petitioners, v. CALIFORNIA DEPARTMENT OF TRANSPORTATION and DOES 1 to 20, Respondents.	
SIERRA CLUB and ENVIRONMENTAL COUNCIL OF SACRAMENTO, Petitioners, v. CALIFORNIA DEPARTMENT OF TRANSPORTATION; TONY TAVARES, DIRECTOR OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, and DOES 1 to 20, Respondents.	Case Nos. 24CV077619 and 24CV077732 **ORDER ON WRIT OF MANDATE**

I. <u>Orders</u>

The court DENIES the Petitions for Writ of Mandate filed by the Center for Biological Diversity, Natural Resources Defense Council, and Planning and Conservation League ("the CBD Petitioners"), and by the Sierra Club and the Environmental Defense Council ("the SC

Petitioners"), collectively "Petitioners," pursuant to sections 1094.5 and 1085 of the California Code of Civil Procedure. Respondent California Department of Transportation ("CalTrans") is to prepare a proposed final judgment and send it to Petitioners for review within ten court days of this Order. They are to then file it with the court five court days thereafter or upon Petitioners' approval, whichever is sooner. Consistent with the parties' requests, the court is coordinating both sets of writ petitions. The proposed judgment is to be filed in both cases.

The court overrules Caltrans' objection to the article quoting a former Caltrans employee regarding the SC Petitioners' piecemealing argument. The article can be used to confirm that critics believe a piecemealing concern exists rather than used for the truth of the matter asserted. (Evid. Code, § 1200.)

II. Introduction

The two sets of writ petitions in these cases address whether CalTrans failed to comply with its obligations under the California Environmental Quality Act ("CEQA") in connection with its role in approving the Yolo 80 Corridor Improvements Project (referred to here, and in the parties' briefs, as the "Project"). The Project involves adding a lane of traffic to segments of Interstate Highway 80 ("I-80") and U.S. Route 50 ("US-50").

Petitioners contend that CalTrans rushed the Project in order to avoid losing an $86 million federal grant. They argue CalTrans skewed the environmental review for the Project in a number of ways, which resulted in neglecting issues particularly relating to climate change and local wildlife. Petitioners contend that CalTrans failed to prepare a proper environmental impact report ("EIR") by (1) considering an unreasonably narrow range of alternative by disregarding an environmentally better option; (2) ignoring evidence from CalTrans traffic consultants that "overestimated project benefits and underestimated impacts; (3) using an arbitrary budget limit to refuse to mitigate environmental impacts; and (4) disregarded Project impacts on wildlife identified by a sister agency. CalTrans responds that Petitioners' concerns do not amount to CEQA violations.

III. Factual Background

A. Preparation of the EIR

CalTrans is assigned by the Federal Highway Administration ("FHWA") to prepare an Environmental Impact Report/Complex Environmental Assessment ("EIR/EA," though the court will simply refer to the report as the "EIR" or "FEIR"). CalTrans serves as the "lead agency under the National Environmental Policy Act ("NEPA") and [CEQA]." (EIR at AR12133.) On June 7, 2021, it notified other agencies of its intent to prepare an EIR for the Project. (AR21.)

On November 9, 2023, Caltrans published the draft EIR (sometimes referenced as the "DEIR"). (AR170.) CalTrans circulated the EIR for public comment between November 13, 2023 and January 12, 2024, and comments are found in Chapter 4 of the EIR. (*Id.*) Petitioners and others submitted comments. (AR14854-862, -896, -898.)

B. Overview of the Project

The Yolo 80 Corridor Improvements Project is part of a plan to expand highway capacity in Solano, Yolo, and Sacramento Counties. (EIR at AR012177.)[1] "The total project length is approximately 20.8 miles." (*Id.*) Caltrans estimates total costs of approximately $466 million, of which $86 million would come from a federal grant. (AR38040.) Called "Infrastructure for Rebuilding America," the Department of Transportation awarded the funds to the Yolo County Transportation District, which passed the funds to Caltrans. (AR40307.) The grant set a September 30, 2024 deadline to obligate the funds to avoid losing them. (AR38301.) Environmental review had to be completed by that time. (AR46065 [Yolo County Transp. Dist. email to Caltrans stating "We cannot access those federal funds until environmental review is completed"].)

A Pavement Rehabilitation Project was within the same boundaries as the Project. The Sierra Club and Environmental Council of Sacramento (in the "SC Brief") argue that CEQA requires all parts of a project to be considered together, rather than piecemealed across separate reviews to minimize the impacts of each part. They contend Caltrans undertook a separate environmental review for the rehabilitation project by arguing it was "independent" of the Project's widening when it really was not. (AR12725-726.) They argue this resulted in a segmented or piecemeal review.

The Project is a result of a 2017 legislative mandate to "address mobility, community, and environmental challenges along highly traveled corridors" and to expand travel choices. (Sts. & Hwy. Code, § 2192.4, 2390.) Adding new highway lanes require that the additional lanes be "managed" (e.g., toll lanes or HOT 3+ lanes). (*Id.*, § 2391.)

There are indeed multiple aspects of the Project. It would "construct improvements consisting of managed lanes, pedestrian/bicycle facilities, and intelligent transportation system (ITS) elements along [I-80] and [US-50]. (*Id.*) Of course, "I-80 is a critical link to regional and interregional traffic as the only freeway connection between the San Francisco Bay Area and the Sacramento Metropolitan region. The route also links the Bay Area with recreational destinations in the Sierra Nevada and Northern California via Interstate 505 to I-5 north." (*Id.*; see AR12132 [image below].)

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[1] In an effort to hopefully make review simpler, the court will cite the final EIR/EA (or "FEIR") with reference to its page numbers as part of the Administrative Record ("AR"), rather than using the page numbers of the EIR itself.

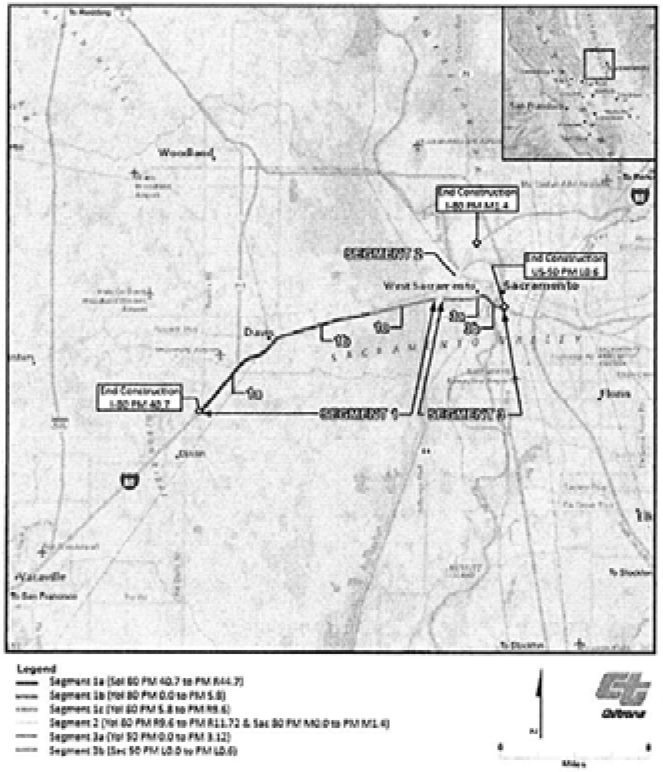

Figure 1.1-1
Project Location and Vicinity

Yolo 80 Corridor Improvements Project
Solano, Yolo, and Sacramento Counties, California

C. <u>The HOT 3+ Alternative</u>

The Project includes the Yolo Causeway – an elevated part of the freeway between Davis and West Sacramento that crosses over a flood plain called the Yolo Bypass – as well as multiple bridges. It was not feasible to rebuild the Causeway or the bridges be re-built to accommodate new lanes. Instead, the Project would re-configure the highways, "by combining lane conversion, restriping, and shoulder and median reconstruction with a concrete barrier. (AR239.) The SC Brief argues the road widening required for portions of the highway is taking place "under the guise of a pavement rehabilitation project." (SC Open. Br. at p. 9, citing AR15010-022, 14696-697.)

Caltrans evaluated thirteen potential design alternatives (including a "No Build" alternative (No. 1), generally required under CEQA). It had received input on the DEIR, including from the California Air Resources Board ("CARB"), concerning the possibility of adding a new HOT 3+ lane and reconfiguring the highway to replace an existing regular lane with a toll lane, or else converting all the lanes in the corridor to tolled lanes. (EIR at AR12752-753, 755.) CARB pointed out that the "Metropolitan Transportation Plan/Sustainable Communities

Strategy," prepared by the Sacramento Area Council of Governments, indicated the Project would have two tolled lanes in each direction. (*Id.*) The DEIR did not include a two-lane option.

After public comment about the DEIR, Caltrans determined that the "HOT 3+" approach, with a "managed lane connector ramp," was "the preferred alternative for meeting the project's purpose and need."[2] (*Id.*)

D. The Finding of No Significant Impact

On April 30, 2024, Caltrans signed off on its determination that the alternative of "add[ing] a high-occupancy toll lane in each direction for free use by vehicles with three or more riders [HOT 3+] and build an I-80 managed lane direct connector" would "have no significant impact on the human environment." (EIR at AR12135.) The determination is set out in a document called a "FONSI," short for a "Finding Of No Significant Impact."

Caltrans represents in the FONSI that its findings are based on the Environmental Assessment set out in the EIR "and associated technical studies" that were "independently evaluated by Caltrans and determined to adequately and accurately discuss the need, environmental issues, and impacts of the proposed project and appropriate mitigation members." (*Id.*) The legal significance of the FONSI is that it is a finding that there is "sufficient evidence and analysis for determining that an Environmental Impact Statement is not required." (*Id.*)

On May 1, 2024, Caltrans filed a Notice of Determination ("NOD") with the Office of Planning and Research. (AR1.)

IV. Standard of Review

For purposes of an administrative writ of mandate, Petitioners must show that Caltrans acted without, or in excess of, its jurisdiction, (2) deprived Petitioners of a fair hearing, or (3) prejudicially abused its discretion. (Code Civ. Proc. § 1094.5, subd. (b).) Generally, Petitioners may establish an abuse of discretion if Caltrans did not proceed in the manner required by law, the order or decision is not supported by the findings, or the findings are not supported by the evidence. For purposes of a traditional writ of mandate, Petitioners must show that Caltrans had a mandatory duty to act and failed to do so. (See Code Civ. Proc., § 1085.)

The purpose of CEQA is to "[e]nsure that the long-term protection of the environment ... shall be the guiding criterion in public decisions." (Pub. Res. Code, § 21001, subd. (d).) CEQA itself describes the standards of review for administrative mandate, providing:

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[2] The discussion of the alternative, called "Build Alternative 4B," is highlighted as having been inserted in the EIR after the period for public comment. (See EIR at AR12133.)

> Any action or proceeding to attack, review, set aside, void or annul a determination, finding, or decision of a public agency, made as a result of a proceeding in which by law a hearing is required to be given, evidence is required to be taken and discretion in the determination of facts is vested in a public agency, on the grounds of noncompliance with the provisions of this division shall be in accordance with the provisions of section 1094.5 of the Code of Civil Procedure.
>
> In any such action, the court shall not exercise its independent judgment on the evidence but shall only determine whether the act or decision is supported by substantial evidence in the light of the whole record.

(Pub. Res. Code, § 21168.)

With regard to a traditional writ of mandate, CEQA provides:

> In any action or proceeding, other than an action or proceeding under Section 21168, to attack, review, set aside, void or annul a determination, finding, or decision of a public agency on the grounds of noncompliance with this division, the inquiry shall extend only to whether there was a prejudicial abuse of discretion. Abuse of discretion is established if the agency has not proceeded in a manner required by law or if the determination or decision is not supported by substantial evidence.

(Pub. Res. Code, § 21168.5.)

"The EIR, 'with all its specificity and complexity,' is the mechanism prescribed by CEQA to force informed decision making and to expose the decision-making process to public scrutiny." (SC Open. Br. at p. 11, quoting *Planning and Conservstion League v. Department of Water Resources* (2000) 83 Cal.App.4th 892, 910, citing *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 86.) Whether or not an EIR is adequate is reviewed for abuse of discretion under the standards set out in section 21168.5. (*Sierra Club v. County of Fresno* (2018) 6 Cal.5th 502, 512.) The court begins with the presumption the EIR is correct. (*Save Our Peninsula Committee v. Monterey County Board of Supervisors* (2001) 87 Cal.App.4th 99, 117.) Petitioners have the burden of showing the EIR is not adequate. (*California Native Plant Society v. City of Rancho Cordova* (2009) 172 Cal.App.4th 603, 614.)

When evaluating whether substantial evidence supports Caltrans' decision, the "court must resolve all reasonable doubts in favor of the administrative finding and decision." (*Laurel Heights Improvement Assn. v. Regents of Univ. of Cal.* (1988) 47 Cal.3d 376, 393 (*Laurel Heights Improvement Assn.*).) Substantial evidence exists when there is "enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached." (Guidelines, § 15384, subd. (a); *California Native Plant Society v. City of Santa Cruz* (2009) 177 Cal.App.4th 957, 985.)

Caltrans abuses its discretion where the findings are not supported by substantial evidence in the light of the whole record. (Code Civ. Proc. § 1094.5, subd. (c).) Generally, substantial evidence does not mean literally any evidence; "it must be reasonable in nature, credible, and of solid value." (*Hill v. National Collegiate Athletic Assn.* (1994) 7 Cal.4th 1, 51.) For CEQA purposes, it is "enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached." (14 C.C.R. § 15384, subd. (a).) Petitioners must show that "based on the evidence before the agency, a reasonable person could not reach the conclusion reached by the agency." (*Greenebaum v. City of Los Angeles* (1984) 153 Cal.App.3d 391, 401-402.)

The court will not "substitute [its] own views for those of the agency whose determination is being reviewed." (*San Francisco Upholding the Downtown Plan v. City & County of San Francisco* (2002) 102 Cal.App.4th 656, 674.) The court will "presume the agency's findings are correct and resolve all conflicts and reasonable doubts in favor of the findings." (*Citizens for Positive Growth & Preservation v. City of Sacramento* (2019) 43 Cal.App.5th 609, 629.)

V. <u>Discussion</u>

A. CEQA Compliance

1. *Preparation of the EIR*

Under CEQA, a public agency like Caltrans must prepare an EIR for projects that may have a significant environmental impact. (Pub. Res. Code, § 21100, subd. (a).) A CEQA "lead agency" is "the public agency which has the principal responsibility for carrying out or approving a project which may have a significant effect upon the environment." (Pub. Res. Code, § 21067.) There can be only one "lead agency." (15 C.C.R. § 15050, subd. (a).) By contrast, a "responsible agency" is a public agency, other than the lead agency, which has responsibility for carrying out or approving a project." (Pub. Res. Code, § 21069.)

The agencies with "discretionary approval power" over a project where a "lead agency" prepared an EIR are considered "responsible agencies." (14 C.C.R. § 15381.) Where more than one agency might meet the criteria for a "lead agency," the first-mover regarding the project typically becomes the lead agency. (14 C.C.R. § 15051, subd. (c); *City of Sacramento v. State Water Res. Control Board* (1992) 2 Cal.App.4th 960, 973.)

Caltrans, as the lead agency, has to send a notice of preparation to other agencies impacted by the Project. (Pub. Res. Code, § 21080.4; Guidelines, § 15082, subd. (a).) The other agencies are then to respond by identifying significant environmental issues, alternatives, and mitigation measures with the intent that they will be explored by the EIR. (Guidelines, § 15082, subd. (b).) With this input, Caltrans has to then prepare the EIR and circulate it for public comment. (Guidelines, § 15084-15087.) Caltrans can then incorporate responses to comments, and perhaps revise the EIR. (Guidelines, § 15088-15089.)

2. *Identification of Environmental Impacts*

The EIR has to identify the Project's significant environmental impacts. (*Id.*, subd. (b)(1).) Impacts are evaluated based on objectives including "the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses." (Pub. Res. Code, § 21099, subd. (b)(1).)

The EIR itself observes that approximately half of California's greenhouse gas emissions come from transportation. (EIR at AR013258.) Things will get worse if people drive more, despite advances in cleaner transportation technologies like electric vehicles. California's climate and air quality goals, including those set by CARB, seek to reduce the total cumulative miles driven by 25% on a per capita basis by 2030. (EIR at AR013266-13268.)

3. *Piecemealing Challenge*

The Sierra Club Petitioners argue that Caltrans is performing highway widening for portions of the length of the Project, but did not include the work as part of the EIR for the Project. Instead, the SC argues the widening was done "through the guise of [a] pavement rehabilitation project." (SC Open. Br. at p. 17.) Caltrans approved the pavement rehabilitation project first, which ran along the same segments of I-80 as the Project. (AR14170, 14696, 15010, 15022-024, 15714.) Comments noted that "[c]lear expansion of the facility is underway, making way for the capacity expansion envisioned in the 'Yolo Corridor Improvements Project.'" (AR15714.)

The SC Petitioners argue that CEQA prohibits such a piecemeal review. (Guidelines, § 15378; *Rio Vista Farm Bureau Center v. County of Solano* (1992) 5 Cal.App.4th 351, 369-70.) "Peacemealing" is "[c]hopping a large project into many little ones – each with a minimal potential impact on the environment – which cumulatively may have disastrous consequences." (*Id.*) Dividing a project into smaller pieces "can improperly submerge the aggregate environmental considerations of the total project." (*Citizens Association for Sensible Dev. Of Bishop Area v. County of Inyo* (1985) 172 Cal.App.3d 151, 167.)

"All phases of a project must be considered when evaluating its impact on the environment…." (Guidelines, § 15126.) Caltrans responds that the Project and the pavement rehabilitation are "separate projects with independent scope, purpose, and need that were evaluated for environmental impacts under CEQAA and NEPA." (AR14696.) The Project adds a managed lane while the pavement rehabilitation project installs reinforced concrete pavement and asphalt concrete. (*Id.*)

The SC Petitioners, echoing a demoted Deputy Director of Planning and Modal Programs for Caltrans, argue that the pavement rehabilitation project "will actually widen the road to accommodate new lanes." In their view, the pavement rehabilitation widens the lanes to accommodate the Project.

Caltrans disagrees, and argues the rehabilitation project was categorically exempt under CEQA and categorically excluded under NEPA. (Caltrans Opp. at p. 10, citing AR47973; see Pub. Res. Code, § 21084, subd. (b) & Guidelines, § 15301.) It had different funding sources. Caltrans notes the pavement rehabilitation project was 7.7 miles long in Yolo County on I-80. (AR33246.) Focusing on rehabilitation rather than increasing capacity, Caltrans explains that it is a "rehabilitation project" and so "exempt from the air quality conformity analysis." (Caltrans Opp. Br. at p. 10.) It is "within the Project's limit but has a different scope and purpose" (AR38541) – "to rehabilitate the pavement and restore a good ride." (AR33248.) Caltrans also notes that the rehabilitation had to happen regardless of whether the larger Project moved forward. (AR47971.)

Caltrans notes it did not attempt to re-use the pavement project's environmental documents for the Project given the much larger scope of the Project. "[A]ll the impacts from the Pavement Rehab Project were addressed and included in the analysis of the Project's impacts. The Pavement Rehab Project was a large part of the cumulative analysis and is in [the] Project's Draft and Final EIR." (Caltrans Opp. Br. at p. 10, citing AR14574-145606.)

Caltrans added the environmental impacts from the pavement rehabilitation to the Project – it did not break the respective impacts up to minimize their significance. The cumulative impacts were considered together in connection with the Project. The evidence does not reflect an intentional effort by Caltrans to mislead the public, as the SC Petitioners seem to infer. Importantly, the pavement rehabilitation impacts are included in the analysis of the larger Project. Additionally, the cases Petitioners rely upon do not appear to address an EIR that analyzed the cumulative impact from a related project as happened here. The Project does not appear to suffer from a piecemealing problem for purposes of CEQA, particularly given the exigencies of real-world planning and timing.

B. Consistency With Regional Transportation Plan

Petitioners contend that Caltrans violated CEQA by falsely claiming the Project was consistent with the regional transportation plan. (CBD Open. Br. at p. 25.) The EIR is supposed to candidly "'discuss any inconsistencies between the proposed project and … regional plans' including 'regional transportation plans.' (Guidelines, § 15125, subd. (d).) This determination must be supported by substantial evidence." (*Golden Door Properties, LLC v. County of San Diego* (2020) 50 Cal.App.5th 467, 540.)

Petitioners argue that the regional transportation plan indicates the Project would have multiple tolled lanes in each direction. (EIR AT AR12752-753, discussing "Metropolitan Transportation Plan/Sustainable Communities Strategy" of Sacramento Area Council of Governments ("SACOG").) SACOG is the metropolitan planning organization for the "Sacramento region," including Yolo County. (AR3162-613.) It promulgates a Regional

Transportation Plan every four years. (49 U.S.C. § 5303(d); 23 U.S.C. § 134(i).) The SACOG plan used SACSIM19 for its "travel volume, mode, and pattern data based on traffic volume counts, land uses, household travel surveys, and other socio-demographic data." (AR31944, 33560.)

The SC Petitioners describe that the SACOG regional plan proposes two express lanes for the corridor, with one added and the other converted from an existing lane. (AR31644-645.) The converted lane could be tolled during peak hours (7-10am and 3-6pm). (AR14724.) As noted below, this feature would increase revenue that could be used to mitigate various Project impacts.

Caltrans rejects Petitioners' characterization of the SACOG plan. It argues the Project is on the SACOG plan's project list but it does not characterize the Project as having two express toll lanes in both directions. (AR31763; see generally 31593-32670.)

The court agrees with Caltrans. The SACOG plan is a good high-level overview of traffic-related issues in the Sacramento area, and is a bit like a glossy magazine. It does not specifically reference multiple tolled lanes in each direction for this Project. Rather, it refers to multiple toll lanes – period. In other words, the use of the plural "lanes," based on the context of the SACOG plan, refers to at least one lane in each direction (adding two total lanes).

The plan explains that the Sacramento region "remains one of the last major metropolitan areas in the country without any form of tolling or express lane network." (AR31645.) The portion of the SACOG plan cited by Petitioners describes various configurations of toll lanes throughout the state (as well as other configurations used in Texas and Virginia) and that could be used as a model for future projects. But the SACOG plan does not seem to tie back to the specific Project at issue here. If the SACOG plan was referencing multiple toll lanes in each direction, one would anticipate much more discussion of the potential design options and implications for traffic/congestion in the corridor.

C. Estimates Regarding Project Benefits and Impacts

Petitioners argue that Caltrans overestimated project benefits and underestimated impacts by using a flawed model – "SACSIM19" – to set the baselines for its environmental review concerning traffic-related impacts. Baselines are supposed to be "reliable projections based on substantial evidence in the record." (Guidelines, § 15215, subd. (a)(1), (2).) Without an accurate description of the baseline, "analysis of impacts, mitigation measures, and project alternatives become[] impossible." (*County of Amador v. El Dorado County Water Agency* (1999) 76 Cal.App.4th 931, 953.)

Some background is important here. Caltrans understands that increasing the capacity of a highway increases the total amount of driving. The point is important to Caltrans' "Analysis Framework," which is incorporated in the EIR for the Project. (EIR at AR013633.) Adding lanes helps alleviate traffic congestion in the short term.

The problem is that the relief from congestion is only temporary. (Sierra Club ("SC") Open. Br. at 8.) It is often only a matter of time before people begin to drive more, and more people begin driving because of the overall impact of perceived accessibility on regional and inter-regional development. Caltrans refers to this phenomenon as "induced travel." (EIR at AR13634.)

The Caltrans "Analysis Framework," incorporated in the FEIR, explains: "[T]he changes in travel are not limited to the specific project and its environs, nor do they necessarily appear immediately; some of these changes are seen in the short term and in the project corridor, while others occur over a wider area (potentially, the commute shed and beyond) and play out over a time frame of many years." (EIR at AR13635.) "[A]dditional travel also tends to increase negative externality costs. Induced travel will reduce the effectiveness of capacity expansion as a strategy for alleviating traffic congestion and may reduce the benefits of such projects in lowering emissions. Mobility and accessibility increases can still be valuable, but their benefits may be offset partially or entirely by the impact of added travel." (*Id.*)

An expert in urban planning and design quoted by the SC Petitioners, Dr. Wheeler, explains:

> Common sense tells us that since no alternative through-route exists congestion on I-80 is a prime determiner of urban growth in the corridor. If the project reduced congestion upon opening, access to residential and employment areas along the corridor would be greatly altered. It could take, for example, 25 minutes rather than 1 hour to get from Vacaville to Sacramento in the morning rush hour. Such a time difference would have a large impact on people's travel and residency decisions, fueling urban growth and population increase in some locations rather than others.

(AR 14860.)

Caltrans observes: "While the theory behind induced travel is straightforward, empirically estimating this effect has proven to be complicated .... The extent to which travel changes occur depends on the elasticity of travel demand, but how to estimate that elasticity and its effects over a network and over time has been debated." (EIR at AR13636.) "Projecting the amount of induced travel attributable to a project is complex. Travel growth associated with overall population and economic growth need to be separated from the likely effects of system investments, and changes can occur over many years and a large area. It is not a simple matter of monitoring traffic on the particular facility and its immediate environs, because some of the travel changes are likely to affect other elements of the overall transportation system." (EIR at AR13637.)

One way to measure the impact of induced traffic is to use vehicle miles traveled ("VMT") as a metric. (See EIR at AR13635-636.) Statewide implementation of the VMT metric began July 1, 2020. (Pub. Res. Code, § 21099, subd. (b)(1); Guidelines, § 15064.3; AR14312.) As a result of the complexities of analyzing potential induced traffic, "studies of induced travel have turned to a variety of models to help identify the key factors affecting VMT." (EIR at AR13637.) Caltrans guidelines, included in the EIR, "direct[] CEQA practitioners to select and apply a single method or a combination of methods based on project characteristics and context and the applicability of the available tools." (*Id.*)

Among other things, the EIR discusses an online tool developed by the National Center for Sustainable Transportation ("NCST") at UC Davis called the "NCST induced travel calculator" ("the Calculator"). (*Id.*) The Calculator "uses elasticities to estimate induced travel associated with the addition of new general purpose (GP) or high occupancy vehicle (HOV) lanes on the SHS [state highway system]." (EIR at AR13637-638.)

The Calculator has various "strengths and limitations" described in the Framework incorporated into the EIR. (*Id.* at AR13638.) Caltrans used the Calculator in order to meet some of the requirements for a transportation impact analysis for the Project. (EIR at AR12360.) The SC Petitioners argue the Calculator's numbers for induced traffic were not used in the analysis of long-term impacts but instead were just applied to Yolo County, which means the EIR "understates VMT and [greenhouse gas] emissions while overstating congestion relief." (SC Open. Br. at pp. 28-29.) From the SC Petitioners' perspective, "It is not an issue of Caltrans' failure to conduct the necessary studies, it is an issue that the Caltrans actually adjusted the Calculator to exclude information regarding the Project's potentially significant impacts." (*Id.* at p. 29, citing AR14692.)

Petitioners note, however, that Caltrans used "SACSIM19," rather than the Calculator, to forecast the likely impact of the Project on traffic conditions. (EIR at AR34979.) Unlike the Calculator, SACSIM19 is a "static assignment model" that models regional travel demand and attempts to predict how transportation in the Sacramento region will respond to changes. (*Id.*) Caltrans then used the forecasts to estimate the impact of the Project on greenhouse gas and air pollutant emissions and energy usage. (EIR at AR12438-442, 512; see also AR1215-1226.)

Petitioners argue that the use of SACSIM19 amounts to the use of evidence "which is clearly inaccurate or erroneous," which "is not substantial evidence." (Pub. Res. Code, § 21082.2, subd. (c).) They also argue that Caltrans knew about the shortcomings of SACSIM19. CARB noted the use of SACSIM19 in the DEIR and suggested that a dynamic model, like the Calculator, be used instead. (EIR at AR12755-756.) Petitioners argue that Caltrans knew that SACSIM19 was unreliable based on this input and on comments from a Caltrans traffic consultant. The consultant noted that "the model completes all origin-destination (OD) trips during peak hours even if the congested travel time would require longer than one hour to complete the trip, [which] is not realistic and would not occur with a [dynamic assignment model]." (AR33518.)

The SACSIM19 model makes assumptions regarding driver behavior that are not necessarily true to life, including by assuming drivers will not change departure times or destinations to avoid congestion. (CBD Open. Br. at p. 16, gathering evidence.) According to Petitioners, these assumptions led Caltrans to the conclusion that the Project would lower the number of vehicles traveling in the region in the long term, which is objectively incorrect. (Compare AR35024 with EIR at AR13633.)

Petitioners also argue that the model also led to a conclusion that the Project would lower greenhouse gas and air pollution emissions and overall energy consumption. (EIR at AR12438-442, 12512-514; see also AR1215-1226.) By contrast, the Calculator determined that the Project would ultimately lead to over 100 million additional vehicle miles traveled per year. (EIR at ARR12366.) Importantly, Caltrans confirms that the transportation impacts identified by the Calculator are a significant environmental impact of the Project. (EIR at AR12676-677.)

A dynamic model is capable of using different assumptions that everyone appears to agree leads to more realistic models and more accurate predictions. It is also able to account for traffic changes caused by changes in land use over time. (See EIR at AR13634-635.)

Petitioners argue that "SACSIM19 not account for the land use changes and associated traffic impacts caused by each alternative, especially the baseline No Build alternative." Petitioners observe that CARB and others asked Caltrans to address the flaws in the modeling in order to factor in land use changes in its comments about the DEIR. (EIR at AR12756-757, 13043.) That said, the EIR recognizes, and Caltrans would argue accounts for, the fact that "[w]hat is not captured is how the no build alternative would affect long-term effects on trip generation and land use growth allocations." (EIR at AR37215.)

Petitioners argue that air quality impacts were misstated as a result of the methodology used to measure VMT and other issues. Caltrans responds that "the EIR complied with all federal and state law requirements on air quality." (Caltrans Opp. Br. at p. 28.) The Project met the requirements of regional conformity by being listed on the 2020 SACOG plan list (AR14406), and met the requirement of project-level conformity by "obtaining a finding from EPA and the FHWA that" the Project was not a "Project of Air Quality Concern (POAQC)." (*Id.*, citing 40 C.F.R. § 93.109, & p. 29 [gathering evidence].)

Caltrans concedes, "The Project is not perfect. The new tolled lanes will increase VMT significantly. Even with significant MT mitigation that increases multi-modal forms of transportation, only half of the Project's VMT will be mitigated. Mitigating 50% of the induced VMT will cost $55 million, but mitigating 67% would have cost over $1.68 billion." (Caltrans Opp. Br. at p. 2, citing AR9131.)

Caltrans "did an exhaustive search to find feasible mitigation projects to fund." (Caltrans Opp. Br. at p. 15, citing AR36593-602, 47411-47424.) Seven mitigation measures are included, consisting of implementing a voluntary trip reduction program in Yolo County, expanding the frequency of the "Capito Corridor" train between Martinez and Sacramento, implementing microtransit in Yolo County, expanding a YoloBus route (route 42), expanding the connection to Route 138, expanding Unitrans service, and expanding the Putah Creek Trail to connect to new UC Davis student housing. (AR14648, 47424, 36593-602.) Many other mitigations were not feasible. (Caltrans Opp. Br. at p. 15 n.17 [examples of rejected mitigation measures].)

After much deliberation, Caltrans issued a Statement of Overriding Considerations ("SOC"). The California Transportation Commission issued a separate set of Findings of Fact with its own independent SOC before awarding state funding for it. (AR16085-086, 27576-611, 39700-713.)

The parties debate whether and how the VMT metric ought to be used to assess the Project's impacts. Petitioners contend that a VMT analysis is not just required but "is separate from and in addition to the analysis of other environmental impacts required by CEQA." (CBD Open. Br. at p. 10, citing Pub. Res. Code, § 21099, subd. (b)(3) and Guidelines, § 15064.3, subd. (a).) The issue is relevant both to the consideration of alternatives and to Petitioners' objections concerning true estimates regarding the impacts of the Project.

The problem with Petitioners' argument is that Caltrans was aware of the shortcomings of SACSIM19 and incorporated those issues into its analysis. The baseline that Caltrans came up with was enough for it to conclude that the Project might lead to an additional 100 million more VMT's per year. (EIR at AR12677.) No one really seems to be arguing that this estimate of VMTs understates the problem. While use of the Calculator, or other dynamic modeling, could have been used to analyze other topics in the report, Caltrans concluded the expense involved would be prohibitive, and the evidence was already sufficient to analyze the benefits and impacts of the Project. SACSIM19 might be an imperfect tool, but CEQA does not make the perfect the enemy of the good. The SACSIM19 data was substantial evidence for purposes of CEQA.

D. Consideration of Alternatives

Petitioners argue that Caltrans considered only an unreasonably narrow range of alternative by disregarding an environmentally better option. Petitioners also contend that Caltrans failed to discuss feasible alternatives that could substantially lessen the environmental impacts of the Project, with enough detail to inform decision-makers concerning the potential for reducing such impacts. (See *Habitat & Watershed Caretakers, supra,* 213 Cal.App.4th at p. 1304.)

A key feature of the Project – and central to the parties' dispute here – is the addition to the highways of a HOT 3+ toll lane in each direction. As discussed above, the additional lane would be used by drivers with three or more people in the vehicle for the expansion of the highways and/or by paying a toll, rather than a lane that could be used by all traffic. (EIR at AR12207.) The alternative of having two (or more) toll lanes in each direction would mean re-tasking at least one of the existing standard lanes of traffic by limiting it to vehicles that either paid a toll or had three or more travelers.

Agencies including the Sacramento Metropolitan Air Quality Management District proposed considering an alternative with "two [tolled] lanes in each direction, including one that uses an existing lane." (AR3593; see AR18568 at tab 3.) The two-lane option also appears in a Caltrans risk assessment. (AR9179.) Concerns were expressed that analysis of options for two lanes in each direction "would take too much time," but at least one Caltrans employee felt "that assertion was made many months ago, leaving time for such work." (AR9177.) The DEIR had not included alternatives with more than one tolled lane in each direction. (AR173-174.)

Later, after releasing the DEIR for comment, Caltrans received input from CARB, requesting that Caltrans consider an alternative with multiple tolled lanes in order to reduce congestion and to generate more revenue. (EIR at AR12752-753.) CARB suggested either converting an existing lane to a tolled lane while adding a tolled lane, or else tolling all the existing lanes. (*Id.*) The alternative would add one tolled lane to the highways and not two. The record does not indicate that a two-tolled-lane alternative, or converting all the lanes in the corridor to tolled lanes, was seriously considered.

Caltrans explains in the EIR that the HOT 3+ alternative "would best ease congestion and improve freeway operations to support reliable transport of goods/service throughout the region, improve freeway operation on the mainline ramps and at system interchanges, improve modality and travel time reliability, and lastly provide expedited traveler information and monitoring systems." (*Id.*) Relative to other alternatives discussed in the EIR, (which included a "reversible lane" (Alternative 2), a managed lane only for transit vehicles (Alternative 5), and building two managed lanes in each direction (Alternative 6), the HOT 3+ (Alternative 4) provides "the highest benefit with respect to revenue generation while still meeting the project's purpose and need to reduce congestion and improve mobility across the corridor." (*Id.*)

The CBD Petitioners contend that, by Caltrans' count, it should have studied approximately five other alternatives. These would include (1) tolling all existing lanes; (2) using a "dual express lane in each direction with single-occupant vehicles tolled"; (3) using "technology to optimize operations"; (4) improving bus and rail service; and (5) offering more "regional transportation Demand Management programs." (Caltrans Opp. Br. at 20, summarizing SC Petitioners' Open. Br. at p. 21.)

Petitioners argue that Caltrans needed to at least study Alternative 6 – the two managed lanes in each direction alternative – more carefully, and to consider other similar two-lane alternatives. The EIR states that Caltrans eliminated this alternative:

> from further discussion because it would have a bigger environmental footprint and require extensive right-of-way acquisition. This alternative would require replacing or widening all the bridges throughout the I-80 and US-50 Corridor. It is anticipated that there would be merging and weaving issues for traffic merging onto and out of the two managed lanes. This alternative was rejected due to the extensive right-of-way and environmental impacts.

(EIR at AR12210.)

The SC Petitioners contend that Caltrans should also have studied alternatives where all lanes become tolled, or construction of a "dual express lane in each direction with single occupant vehicles tolled," as contemplated by the Metropolitan Transportation Plan. (SC Open. Br. at p. 21.) They also suggest improving public transit with "more frequent bus service and/or better and more frequent rail service." (*Id.*)

Petitioners point to comments on the DEIR from other state agencies, including CARB, asking Caltrans to consider alternatives with more than one tolled lane in each direction. Petitioners contend that Caltrans' failure to consider such options was unlawful. In addition to the comments from CARB and others, Petitioners argue the Project was originally to be designed with the use of multiple toll lanes in both directions. They note that Caltrans said it would "initiate a Project Initiation Document (PID) for a new project in July 2025 which will include, but not be limited to, alternatives such as the addition of toll lanes and the conversion of general purpose lanes." (AR36602.) Whether or not Caltrans initiates a new project along these lines, it is undisputed that it did not pursue such an option in the existing Project.

From Petitioners' perspective, adding another tolled lane to the highways in both directions would meet the Project's objectives. "Those purposes include: 1) easing congestion and improving overall person throughput; improving freeway operations on the mainline, ramps, and at system interchanges; 3) supporting reliable transport of goods and services throughout the region; 4) improving modality and travel time reliability; and 5) providing expedited traveler information and monitoring systems. (CBD Open. Br. at p. 23, citing EIR at AR12695 [tolled lanes "manage traffic congestion, accommodate travel demands, and improve modality and travel time reliability"].) Echoing comments from CARB, Petitioners also argue that their preferred alternative would help mitigate the problem of increased vehicle miles traveled by raising funds for mitigation. (EIR at AR12753; AR36602.)

Caltrans notes that having one tolled lane would have the same benefits; Petitioners believe Caltrans should have studied two. They also point to observations from the Sacramento Air Management District that "in tandem" toll lanes are more effective for managing congestion than just one. (AR3593.) Caltrans responds that there is no evidence a dual lane would meet the Project objectives, "including easing congestion and throughput for freight and people." (Caltrans Opp. Br. at p. 23.)

The EIR itself generally must include a discussion of mitigation of environmental impacts and of alternatives to the approach taken in the Project with regard to such impacts. (See *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 564.) "An EIR for any project subject to CEQA review must consider a reasonable range of alternatives to the project ... which: (1) offer substantial environmental advantages over the project proposal; and (2) may be feasibly accomplished in a successful manner considering the economic, environmental, social and technological factors involved." (*Goleta Valley, supra*, 52 Cal.3d at p.

566; see also Pub. Res. Code, § 21001, subd. (g); Guidelines, § 15002, subd. (a)(3); *Laurel Heights Improvement Assn., supra,* 47 Cal. 3d at p. 401.)

Not every potential alternative needs to be pursued. "The range of alternatives required in an EIR is governed by a 'rule of reason' that requires the EIR to set forth *only those alternatives necessary to permit a reasoned choice*." (Guidelines, § 15126.6, subd. (f) [emphasis added].) As noted above, the key is for the EIR to "permit informed agency decision-making and informed public participation." (*California Native Plant Soc. V. City of Santa Cruz, supra,* 177 Cal.App.4th at p. 988.) "A potentially feasible alternative that might avoid a significant impact must be *discussed* and *analyzed* in an EIR so as to provide information to the decision makers about the alternative's potential for reducing environmental impacts." (*Habitat & Watershed Caretakers v. City of Santa Cruz* (2013) 213 Cal.App.4th 1277, 1304 [emphasis in original].) And the lead agency is not "required to consider specific alternatives proposed by members of the public or other outside agencies." (*Save Our Capitol! V. Dep't of Gen. Servs.* (2023) 87 Cal.App.5th 655, 703.)

Feasible measures to mitigate significant environmental impacts should be implemented unless the mitigation measures "are truly infeasible." (*Yerba Buena Neighborhood Consortium, LLC v. Regents of Univ. of Cal.* (2023) 95 Cal.App.5th 779, 792 (*Yerba Buena Neighborhood Consortium*); Pub. Res. Code, § 21002.1, subd. (b).) That said, Caltrans can eliminate alternatives based on the "(i) failure to meet most of the basic project objectives, (ii) infeasibility, or (iii) inability to avoid significant environmental impacts." (Guidelines, § 15126.6, subd. (c).) If the Project has significant environmental impacts that will be left without mitigation, then Caltrans must find "specific overriding economic, legal, social, technological, or other benefits of the project outweigh the significant effects on the environment." (Pub. Res. Code, § 21081, subd. (b).)

Caltrans argues the alternative of two tolled lanes in each direction would be infeasible for a few reasons. First, Caltrans contends that adding a further toll lane in each direction would be legally infeasible under federal law, citing section 64112 of the Government Code and 23 U.S.C. section 129. (EIR at AR12724-725.) Petitioners note that the court should not defer to Caltrans' conclusion. (See *Masonite Corp. v. County of Mendocino* (2013) 218 Cal.App.4th 230, 238.)

Caltrans is correct. Federal law places substantial regulations on placing toll lanes on interstate highways. (23 U.S.C. § 129.) And California law also provides:

> Except for purposes of implementing congestion management mechanisms pursuant to Section 64113, tolls shall not be set to generate more revenue than the expected cost of paying debt service on the bonds, contracts entered into by the authority or the project sponsor in connection with the bonds, funding reserves, operating and maintaining the project, repair and rehabilitation of the project, and providing transportation improvements to the corridor ....

(Gov't Code, §64112.)

Petitioners concede that federal law would prevent converting a regular, general purpose lane into a tolled lane. They argue instead that the statutes cited by Caltrans "do not prohibit converting a general-purpose lane into a carpool lane, and then converting that carpool lane into a tolled lane." (CBD Open. Br. at p. 23.) Caltrans appears to acknowledge that these multi-step legal gymnastics might make it theoretically possible to transform a general purpose lane into a tolled lane, and a Regulatory Framework for Conversion of Freeway Lane to Priced Lane describes that the "[t]wo steps can be executed at the same time" by using 23 C.F.R. sections 166 and 810 (and California Streets and Highways Code sections 149 and 149.7). (AR42256-258.)

The theoretical possibility available through Petitioners' proposed legal gymnastics does not trigger an obligation on Caltrans to study transforming the general purpose lane into a toll lane. Even converting a general-purpose lane into a tolling lane, resulting in fewer general purpose lanes, using the two-step process would take time and proper studies. (Caltrans Opp. Br. at p. 23 & n.22.) A "Caltrans SB 743 Team" analyzed the two tolling lane possibility, but conclusions were that it "would set the Project back almost a year" and "would have sacrificed $86M in federal funding because the quantitative engineering work required to revise the draft EIR before circulation would not be completed until August 31, 2024. (*Id.*, citing AR7368, 47182-187.)

Second, Caltrans argues that a second tolled lane in each direction could "potentially negatively impact heavy freight vehicle movement through the region." (EIR at AR12724.) The issue of freight traffic is particularly acute along I-80, which is one of the primary arteries for cross-country freight traffic in the country. (AR14152.) The CBD Petitioners respond by arguing that the EIR "should not exclude an alternative from detailed consideration merely because it would impede to some degree the attainment of the project objectives." (*Yerba Buena Neighborhood Consortium, supra,* 95 Cal.App.5th at p. 791.)

The SC Petitioners add that the Caltrans analysis did not calculate the increased VMT from heavy trucks that could result from the Project. Caltrans responds that "excluding freight travel (heavy-duty trucks) from the induced VMT analysis" was not unlawful, and the EIR provides sufficient detail "to enable those who did not participate in its preparation to understand and to consider meaningfully the issues raised by the proposed project." (*Laurel Heights Improvement Ass'n, supra*, 47 Cal.3d at p. 405.)

The CBD argument seems to discount the infeasibility of adding a second tolled lane. More than the "attainment of the project objectives" is at stake given the problem of freight traffic, including for purposes of environmental impacts. One can easily imagine long lines of idling freight traffic clogging the single standard lane, lowering congestion for other travelers but increasing congestion for freight, which conventional wisdom suggests might reduce or eliminate environmental mitigation of adding any tolled lanes. The SC argument suggests that freight VMT would increase as a result of the additional lane, but that assumption seems to ignore counter-assumptions that freight VMT would also increase as a result of idling traffic stuck in the only standard lane left after adding the tolled lanes (or the increase in transportation costs on goods sold in the event of an "all toll" alternative).

Third, Caltrans argues that building multiple tolled lanes is infeasible because it could exacerbate issues for low-income travelers and for daily commuters by forcing them to either pay a toll, carpool (which can be difficult from rural communities), or else only be able to use the one remaining standard lane of traffic. In public meetings about the Project, residents did not support multiple toll lanes. One longer comment began, "Please No toll Roads!!!!" (AR4999.)

Caltrans compares the problem to an alternative where I-80 and US-50 would become a toll road for a portion of their lengths in each direction, in which travel would require paying a toll in each direction (a "Tolling All Lanes" alternative similar to most of the New Jersey Turnpike). Caltrans observes that adding an additional toll lane in each direction "would likely result in many of the diversion, VMT, equity, and environmental justice issues [that] would result from the Tolling All Lanes alternative, but perhaps to a lesser degree." (EIR at AR12724.) It explains that studies concerning more toll lanes "were delayed in part because SACOG's grant application for additional tolling studies was denied. (AR13460.)

Caltrans anticipates "[f]uture revenue studies will consider more variables (equity considerations of fare reductions, time of toll operation, toll pricing, and whether the pricing would be dynamic). The Capital Area Regional Tolling Authority will ultimately determine the tolling revenue uses after collection." (Caltrans Opp. Br. at p. 13, citing AR14133, 14647-648.) Approaching tolling along I-80 and US-50 will need to be "gradual and incremental" for a range of economic reasons. (Caltrans Opp. Br. at p. 22.)

Petitioners contend that Caltrans did not really assess these issues and that Caltrans' position is really just a hypothesis. Petitioners, in turn, speculate that tolling more than one lane in each direction "could still offer drivers a choice between the remaining, untolled general-purpose lanes and tolled lanes." (CBD Open. Br. at p. 24.) They also point out that Caltrans has said mitigation might be possible for a "Tolling All Lanes" alternative "but does not explain why these same measures would not work for tolling more than one lane." (*Id.* at p. 25, citing EIR at AR12328-329.)

These arguments are highly speculative. They do not undermine Caltrans' determination concerning the infeasibility of the two tolled lane option for purposes of this project, which came after numerous meetings in the affected communities over a period of years.

E. Budget Impact of Mitigation

Petitioners contend that Caltrans used an arbitrary budget limit to refuse to mitigate environmental impacts. As noted above, the analysis of benefits and impacts of the Project concluded that the Project could lead to an increase of 100 million more VMTs per year. (EIR at AR12677.) Caltrans would mitigate the impact with a number of measures, but those measures would not offset the 100 million miles problem. Caltrans found that pursuing further mitigation would be prohibitively expensive given the lack of available funds.

Petitioners argue that Caltrans's budget figures are arbitrary and that there was insufficient financial evidence of the costs or the available budget to allow a meaningful comparison. (See *Uphold Our Heritage v. Town of Woodside* (2007) 147 Cal.App.4th 587, 599-601.) They argue the grant applications for the Project did not ask for enough funding to mitigate the Project's effects, and that Caltrans should have explained why it did not seek more money. (CBD Open. Br. at p. 29.) Petitioners also argue "there is no 'evidence that the additional costs ... are sufficiently severe as to render it impractical to proceed with the project.'" (*Id.*, quoting *Citizens of Goleta Valley v. Board of Supervisors* (1988) 197 Cal.App.3d 1167, 1181.)

Caltrans used a "statement of overriding considerations" to address the lack of funding for further mitigation. Petitioners contend that it was not supported by substantial evidence. CBD writes, "An agency cannot simply bypass CEQA's mitigation requirement by declining to fund or seek funding for adequate mitigation; otherwise, CEQA's mitigation requirement would often be rendered meaningless." (CBD Open. Br. at p. 29.) The argument ignores the budgetary reality concerning the Project. The available funds were coming from a recent federal grant. The grant would expire by a date certain. This was not a situation where Caltrans or Yolo County could just go back to the U.S. Department of Transportation to ask for more funds without potentially losing most of the funding that the DOT had already granted them.

F. Impacts on Wildlife

Petitioners argue that the EIR did not adequately describe the impact of lighting from the Project on "wildlife and migratory birds." They argue the DEIR did not mention, or have any analysis of, the impacts of lighting for the Project. (CBD Open. Br. at p. 30, citing EIR at AR12646-654.) Instead, Caltrans addressed the issue in its responses in the FEIR to comments on the DEIR. (EIR at AR12797, 12919-920.) Caltrans also declined recommendations from the Department of Fish and Wildlife that it conduct a "Light Output Analysis." (EIR at AR12797.)

Given that the FEIR addresses the issues, this does not seem like a situation in which Caltrans is attempting to "sweep 'serious criticisms [] under the rug,'" nor to "omit[] or ignor[e] contrary information," as Petitioners contend. (CBD Open. Br. at p. 31, quoting *Mountain Lion Coalition v. Fish & Game Com.* (1989) 214 Cal.App.3d 1043, 1050-1051, and *Madera Oversight Coalition, Inc. v. County of Madera* (2011) 199 Cal.App.4th 48, 104.)

Petitioners next argue that Caltrans should have adopted feasible mitigation measures to avoid potential impacts on wildlife. Petitioners specifically mention "light output limits of under 2700 kelvin, reflective signs and road striping, and light pole shielding in coordination with Fish and Wildlife to reduce spillage of light." (CBD Open. Br. at p. 31, citing EIR at AR 12785; see also AR3523-524.) Caltrans said it would pursue these measures if "practicable" (EIR at AR12797), but the Avoidance, Minimization, and/or Mitigation Measures ("AMMs") in the EIR do not mention them. (AR770-75.) Some courts have also found that vague or noncommittal mitigation measures fail to meet CEQA requirements. (See *Cal. Clean Energy Committee v. City of Woodland* (2014) 225 Cal.App.4th 173, 180, 198-200.)

Finally, Petitioners argue that Caltrans failed to comply with the requirements of Banning Ranch Conservancy v. City of Newport Beach (2017) 2 Cal.5th 918, 940. That decision requires an EIR to "(1) lay out competing views of interested agencies, (2) identify areas of disagreement, and (3) address these disagreements in detail," before rejecting an agency's mitigation proposal. (CBD Open. Br. at p. 32, citing *Banning, supra*, at p. 940.)

Caltrans notes that Petitioners' challenge is to the sufficiency of the analysis of the lighting for the Project, which the court reviews for substantial evidence. Petitioners' critique concerns bats that live under an overpass. The EIR describes temporary impacts on the bats during construction during night work. (AR12574.) After the Project is built, the additional two travel lanes (one in each direction) will not materially increase impacts on the bats. (AR12575.) The EIR also describes the environment with regard to other species, and concluded that of the 46 bird species and nine other special-status bird species observed or known to be in the area, and described mitigation measures. (See Caltrans Opp. Br. at pp. 29-30, gathering evidence re mitigation measures and AMMs.) The EIR indicates the reasoning for determining that effects on the bats are not significant, which is sufficient to satisfy CEQA. (See *Citizens to Preserve the Ojai v. County of Ventura* (1985) 176 Cal.App.3d 421, 429.)

VI. Conclusion

Petitioners have not carried their burden with regard to their argument that the EIR for the Project was inadequate under CEQA. The Project is far from perfect. If history has taught us anything, widening freeways is almost never the best way to solve traffic congestion over the long term. But CalTrans did what it needed to do, and the FEIR is a "good faith effort at full disclosure." (Guidelines, § 15151.)

IT IS SO ORDERED.

August 13, 2025

Michael M. Markman
Judge, Superior Court of California
Alameda County

ITEM 12

MEETING DATE: August 29, 2025

TITLE: Update on Traffic Trends Along the Connector Alignment (Receive and File)

PREPARED BY: Derek Minnema

RECOMMENDATION

Receive and file this informational report on recent traffic trends.

BACKGROUND

Kimley-Horn has recently completed traffic counts to supplement prior studies and provide updated context regarding pre- and post-COVID-19 traffic patterns.

SUMMARY OF FINDINGS

Traffic Count Data

- Traffic counts were collected at 11 roadway segments along the Connector in May 2025, in addition to historical counts dating back to 2015. The data show consistent long-term growth in traffic volumes along most segments, influenced by land development and regional travel demand.

Post-COVID Recovery

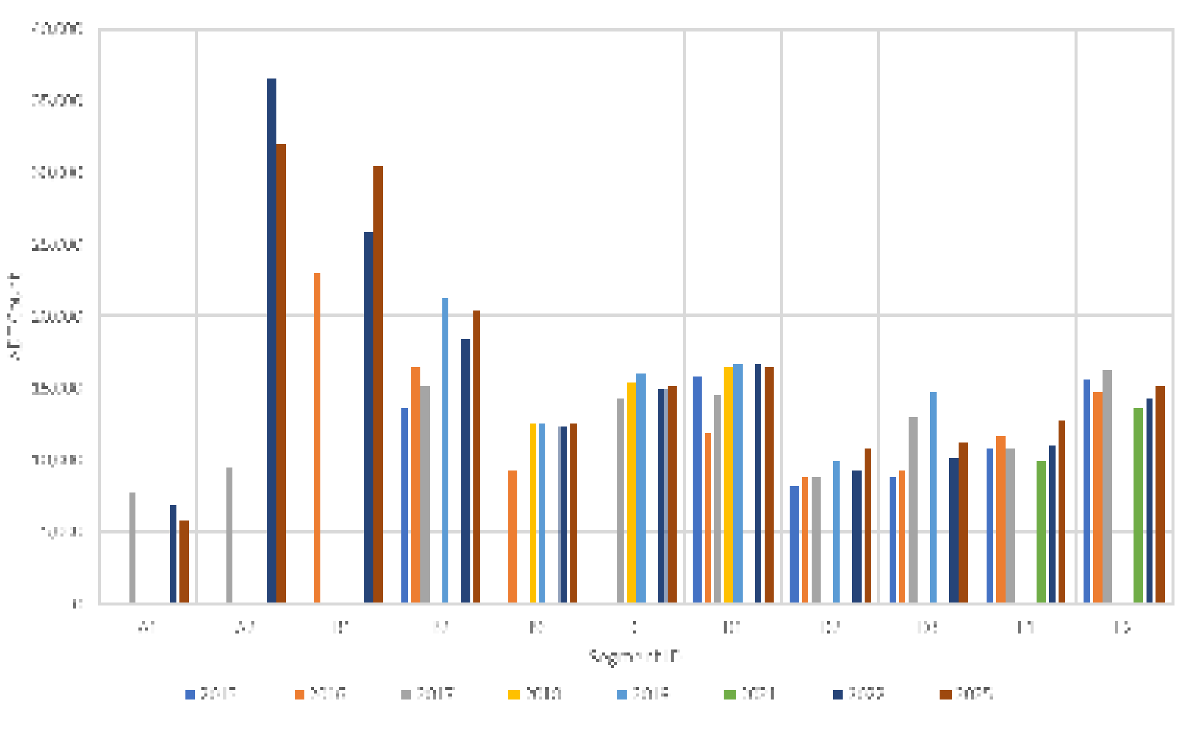
- Following the decline in travel volumes during the pandemic, most Connector segments now show a return to, and in many cases an increase above, pre-pandemic traffic levels.

- The highest measured volumes today occur at State Route 99, which also has seen the largest percent increase.

Growth by Segment

- **Kammerer Road (Segment A2)** – The highest traffic volumes are observed here, between SR 99 and Promenade Parkway in Elk Grove, with growth strongly influenced by nearby development (e.g., Sky River Casino).

- **Grant Line Road Segments**
  - **B1 –** To Waterman Road – Significant increases since 2015
  - **B2 and B3** – To Bradshaw Road and Bond Road – stable and slight decrease since 2019
  - **C** – Sheldon – stable and slight decrease since 2019
  - **D1, D2** – stable and slight increase since 2019
- **White Rock Road (D3, E1, E2)** – Significant decrease in Folsom since 2019, slight increase in El Dorado County since 2015



These findings underscore the importance of ongoing monitoring and will support planning, funding, and design decisions as the Connector program advances. Staff will continue to provide periodic updates to the Board.

ITEM 13

MEETING DATE: August 29, 2025

TITLE: Authorize the Executive Director to Negotiate and Administratively Settle Minor Real Property Interest Acquisitions

PREPARED BY: Matt Lampa

RECOMMENDATION

Approve Resolution 2025-16 establishing a minimum compensation amount of $2,500 for real property acquisitions and authorize the Executive Director to approve settlement agreements above the minimum offer amount, provided such agreements remain within the Director's contracting authority, as established in the Connector JPA Contracting and Purchasing Procedures Manual.

BACKGROUND

The Capital SouthEast Connector Joint Powers Authority (Connector JPA) is required to acquire real property interests, including fee title, easements, and temporary construction easements (TCEs), to implement transportation improvements along the Connector corridor.

Acquisitions are conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended, and federal regulations at 49 CFR Part 24. The Uniform Act ensures fair, equitable, and consistent treatment of affected property owners and occupants, while safeguarding the appropriate use of federal funds.

The Connector JPA's Contracting and Purchasing Procedures Manual establishes that:

- All real property acquisitions must be approved by the Board of Directors.
- Acquisitions involving federal funds must comply with the Uniform Administrative Requirements (49 CFR Part 18) and the Uniform Act (49 CFR Part 24).
- The Executive Director may administer contracts and expenditures within delegated contracting authority, subject to compliance with federal and state law.

Additionally, Chapter 13 of the Caltrans Local Assistance Procedures Manual (LAPM) provides specific guidance for Local Public Agencies (LPAs) acquiring right of way on federally funded projects. LPAs are responsible for ensuring compliance with the Uniform Act, including just compensation determinations, appraisals, relocation assistance, and adherence to Title VI of the Civil Rights Act.

DISCUSSION

In order to advance Connector projects efficiently, the JPA must frequently acquire minor property interests such as Temporary Construction Easements (TCEs) and other rights of entry. While all acquisitions must comply with Uniform Act requirements, many such transactions involve relatively nominal compensation amounts.

Currently, every acquisition agreement requires formal Board approval, regardless of size. This process can create administrative delays for small-value TCEs that fall within the Executive Director's existing contracting authority under the adopted Contracting and Purchasing Procedures Manual.

To streamline acquisitions while maintaining oversight:

- **Minimum Offer Amount**: Staff recommends the Board adopt a resolution establishing a minimum compensation amount of $2,500 to be offered to property owners for minor acquisitions. This will ensure consistency in JPA practices and compliance with federal requirements to provide fair compensation.

- **Settlement Authority**: Staff further recommends authorizing the Executive Director to negotiate and approve settlement agreements above the minimum offer, provided the compensation remains within the Director's delegated contracting authority. This will allow timely resolution of minor acquisitions without requiring Board action on each individual agreement.

- **Compliance Assurance**: All acquisitions, regardless of dollar amount, will continue to follow the Uniform Act, LAPM Chapter 13, and applicable federal and state requirements for appraisal, review, and just compensation.

The requested action will maintain compliance with Connector JPA, federal, and state right of way requirements, while expediting project delivery and reducing administrative delays.

ATTACHMENTS

a. Resolution 2025-16

ITEM 13 a

RESOLUTION 2025-16

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY AUTHORIZING ADMINISTRATIVE SETTLEMENTS IN RIGHT OF WAY ACQUISITIONS

WHEREAS, the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") acquires right of way in connection with the Connector project in the form of fee title, easements, and temporary construction easements; and

WHEREAS, acquisitions are conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the "Uniform Act"), as amended, 49 CFR Part 24, and the Connector JPA Contracting and Purchasing Procedures Manual; and

WHEREAS, in order for Connector projects to progress in a timely and efficient manner the Connector JPA must acquire minor property interest with minimal value to avoid project delays; and

WHEREAS, the Uniform Act and applicable regulations allow agencies to establish minimum offer amounts to streamline acquisition of interests and avoid additional appraisal, legal, and administrative costs that may be incurred by property owners and agencies during the acquisition process.

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors ("Board") of the Connector JPA that the Connecter JPA hereby establishes a minimum offer amount of Two Thousand Five Hundred Dollars ($2,500) as an administrative settlement to be offered by Connector JPA Executive Director for minor acquisitions with appraised values less than $2,500; and

BE IT FURTHER RESOLVED, that consistent with the Connector JPA's Contracting and Purchasing Procedures Manual the Connector JPA Executive Director is further authorized to settle acquisition of minor property interests above the administrative settlement amount and up to the purchasing limits established in the Connector JPA Board adopted Contracting and Purchasing Procedures Manual, as may be amended from time to time; and

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

* * * * *

PASSED AND ADOPTED this 29th day of August 2025, on a motion by Director ____________, seconded by Director_____________, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Chairperson

ATTEST:

____
Secretary

ITEM 14

MEETING DATE: August 29, 2025

TITLE: Authorize the Executive Director to Execute a Two-Year Agreement with Drago Vantage, LLC for Development and Implementation of a Capital SouthEast Connector Funding & Finance Strategy for an Amount Not-to-Exceed $200,000

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Resolution 2025-17, authorizing the Executive Director to execute a professional services agreement with Drago Vantage, LLC in an amount not to exceed $200,000.

BACKGROUND

The purpose of this contract is to assist JPA staff, member agencies, and the Board of Directors in revisiting, strengthening, and implementing the Connector's long-term funding and finance strategy.

The Connector JPA previously developed a comprehensive finance strategy in 2012, with additional focused planning efforts in 2017 and a working plan of finance developed in 2020. While these prior efforts were helpful at the time, they now require substantial updating given the passage of the Infrastructure Investment and Jobs Act (IIJA), evolving Senate Bill 1 funding criteria, and a changing regional environment regarding a potential local sales tax measure.

Additionally, SACOG, STA and member agencies have recently expressed a preference for a reduced two-lane scope on portions of the Connector. While this change aligns with certain regional priorities, it has created significant challenges for the JPA in pursuing competitive statewide funding, most notably in the latest TCEP cycle, where the project was not selected. This underscores the need to reassess scope, strategy, and interagency alignment.

DISCUSSION

The consultant will help establish a high-level, multi-source plan for financing the Connector, rooted in the Board's adopted priorities, informed by past funding experience, and adaptable to emerging opportunities and policy changes.

This strategy will be iterative, evolving with new funding programs, competitive insights, and project milestones. It will identify the types of funding opportunities, financing mechanisms, and strategic positioning required to deliver the Connector, while also supporting the targeted pursuit of priority grants in federal, state, regional, and ATP programs.

The consultant's work will complement existing staff and partner efforts, benefiting both the financial and project delivery interests of the Board and member agencies.

This effort is particularly timely and valuable to all five member agencies. Sacramento County and the City of Rancho Cordova are advancing key construction segments; the Cities of Elk Grove and Folsom must evaluate timing and leverage for future grant opportunities; and El Dorado County, given its distinct land use and funding circumstances, stands to benefit greatly from a unified strategy and plan of finance. This contract represents the first formal effort since 2020 to bring all member agencies into alignment on a shared roadmap to delivery.

OBJECTIVES

The JPA and its member agencies have explored several complementary financing approaches in the past, including Enhanced Infrastructure Financing Districts (EIFDs), various federal discretionary grants, and even Congressionally Directed Spending. However, those avenues, while helpful, are unlikely to yield the level of funding required to deliver the full Connector project. This updated strategy is intended to:

1) Reassess funding pathways in light of the Infrastructure Investment and Jobs Act (IIJA), evolving Senate Bill 1 programs, and current federal and state policy priorities.

2) Identify opportunities where the two-lane project scope can remain competitive for near-term grant and funding cycles, despite recent challenges with performance scoring.

3) Bring all five member agencies — Sacramento County, El Dorado County, and the Cities of Elk Grove, Rancho Cordova, and Folsom — into alignment under a single, cohesive, board-supported strategy.

4) Take a holistic, long-range view of Connector funding over the next decade, accounting for project phasing, jurisdictional priorities, and regional growth.

5) Develop a multi-source financing plan that blends federal, state, regional, local, and alternative funding tools (including but not limited to grants, EIFDs, and local matching strategies).

6) Position the Connector to remain competitive amid shifting funding priorities that increasingly emphasize climate, equity, freight mobility, and active transportation.

7) Provide the Board with clear, actionable direction for targeted pursuit of priority funding through federal, state, regional, ATP, and SB 1 programs.

CONSULTANT SELECTION

In accordance with the Connector JPA's Contract Procedures Manual, this agreement qualifies as a sole-source professional services contract. The professional services sought require unique qualifications, knowledge, and experience with member agencies and local transportation agencies as the relate to project planning and construction funding at the local, state, and federal level cannot be competitively bid without compromising the specialized nature of the work as the professional services offered involve a unique approach and understanding of transportation finance programs locally.

Sabrina Drago, Principal of Drago Vantage, LLC, brings a rare and highly relevant background to this effort, having previously served as Executive Director of STA. In that role, she directly oversaw multi-agency transportation finance programs, including local sales tax revenue planning and Senate Bill 1 strategies – key components of the Connector's funding landscape. Her institutional knowledge of regional funding structures, performance metrics, and SACOG coordination is unmatched, making her uniquely positioned to guide this funding and finance strategy.

Furthermore, this contract is structured as a time and materials agreement, based on an hourly billing rate, rather than a lump sum or fixed-fee arrangement. This ensures that the scope can evolve as needed based on findings and member agency coordination, while maintaining transparency and cost control consistent with JPA policy.

BUDGET

Funding for this agreement is available in the FY 2025–26 Budget under Professional Consulting Services – Program Management (Budget narrative, p. 31), which explicitly includes "grant writing and funding strategy" as eligible uses. Work performed under this agreement is consistent with the Board-adopted work plan and may be eligible for reimbursement from planning and design funding sources.

ATTACHMENTS

a. Resolution 2025-17
b. Agreement

ITEM 14 a

RESOLUTION 2025-17

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH DRAGO VANTAGE, LLC RELATED TO CONNECTOR FUNDING

BE IT RESOLVED by the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") that the Board hereby authorizes the Executive Director to execute an agreement with Drago Vantage, LLC for development and implementation of a Capital SouthEast Connector funding and financing strategy for an amount not-to-exceed $200,000.

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

* * * * *

PASSED AND ADOPTED this 29th day of August 2025, on a motion by

Director ___________, seconded by Director____________, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Chairperson

ATTEST:

____
Secretary

CAPITAL SOUTHEAST CONNECTOR
JOINT POWERS AUTHORITY

AGREEMENT

This AGREEMENT is made and entered into this ___ day of August 2025, at Sacramento, California, by and between the Capital SouthEast Connector Joint Powers Authority,[1] a joint powers authority, (hereinafter "Authority"), through its Executive Director, and Drago Vantage, LLC, a California corporation, (hereinafter "Consultant").

RECITALS:

1. **WHEREAS**, Consultant represents that it is specially trained and/or has the experience and expertise necessary to competently perform the Scope of Work set forth in this Agreement; and

2. **WHEREAS**, Consultant is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and

3. **WHEREAS**, the Authority desires to contract with Consultant to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Authority and Consultant mutually agree as follows:

1. <u>Time of Performance:</u> Consultant shall commence work upon execution of this Agreement. Consultant shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on September 1, 2027, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties.

2. <u>Scope of Work:</u> Upon the execution of this Agreement, Consultant agrees to fully perform the work described in **Exhibit "A" – Scope of Work**.

Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment, and services customarily necessary to provide design services, and other services generally including, but not limited to, those tasks identified in **Exhibit "A",** incorporated herein and made by reference a part hereof, to be issued in accordance with this Agreement.

In the event of any inconsistency between Exhibit "A" and other terms and conditions of this Agreement, Exhibit "A" shall control. The Authority reserves the right to review and approve all work to be performed by Consultant in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Consultant in writing for prior review and approval by the Authority's Executive Director. Approval shall not be presumed unless such approval is made by the Authority in writing.

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[1] The full legal name of the Capital SouthEast Connector Authority is the "Elk Grove-Rancho Cordova-El Dorado Connector Authority."

Deliverables for the specific items of work to be provided under the Scope of Work shall be as specified therein, shall be prepared using the software described in this Article, and shall be submitted in accordance with the timeframes specified in Exhibit "A", hereto. Modifications to the deliverables required and completion times specified in Exhibit "A", hereto or to the software requirements may only be made in accordance with the prior written approval of Authority's Executive Director.

In addition to the specific services identified in Exhibit A, hereto, this Exhibit "A" may also include Optional Tasks. Such Optional Tasks may supplement or modify the Scope of Work as identified in Exhibit A, hereto or may include, but not be limited to, additional items of work that are deemed critical by Authority's Executive Director to the furtherance of completing the Project. Before proceeding with any work concerning Optional Tasks under this Agreement, Consultant shall obtain written approval, authorization, and written notification to proceed from Authority's Executive Director, prior to commencement of the work. No payment will be made for any Optional Tasks performed prior to approval.

If a submittal or deliverable identified in Exhibit "A" is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD 2010 or AutoCAD Civil 3D 2010 format shall be used for submittal of plans or other similar documents as specified by the Authority. All digital photographs shall be submitted on USB Flash Drive in jpeg format with a minimum resolution of 2816 X 2112. All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to Authority's computer and engineering applications and that are acceptable to the Authority. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by Authority's Executive Director.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with the work specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

3. Standard of Quality: All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

4. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders and decrees. Consultant warrants and represents to the Authority that Consultant shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession or are necessary and incident to the performance of the services and work Consultant performs under this Agreement. Consultant shall provide written proof of such licenses, permits, insurance and approvals upon request by the Authority. The Authority is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: Payment to Consultant by the Authority shall be made as set forth in **Exhibit "B" – Budget**. The amount to be paid to Consultant under this Agreement shall not exceed $200,000, unless expressly authorized in writing by the Executive Director. In no instance shall the Authority be liable for any payments or costs for work in excess of this amount, nor for any unauthorized costs. Consultant shall be paid at the times and in the manner set forth in this Agreement. The consideration

to be paid Consultant, as provided in this Agreement, shall be in compensation for all of Consultant's expenses incurred in the performance of work under this Agreement, including travel, per diem, and other direct costs, unless otherwise expressly so provided. Other direct costs include: filing fees and other fees fixed by law or assessed by courts and other agencies; courier and overnight delivery service; travel expenses, which consists of vehicle mileage only charged at the IRS business rate; investigation expenses (as pre-approved by the Authority); consultants' fees (as pre-approved by the Authority); and copy service fees. All costs and expenses shall be fully itemized at actual cost. No markup will occur on other direct costs.

6. Reporting and Payment: Consultant shall submit monthly billings in arrears to the Authority no later than the 10th of each month. Said billings shall indicate the number of hours worked by each of Consultant's personnel, a summary of work performed for each hour invoiced, and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. All bills shall include an invoice summary reflecting: 1) the original contract amount; 2) the total amount billed to date; 3) the remaining contract amount; and 4) the amount of the current bill. The billings shall include documentation of reimbursable expenses and billed items sufficient for the Authority, in its opinion, to substantiate billings. Authority shall notify Consultant within ten (10) working days following receipt of said billing of any circumstances or data identified by the Authority in Consultant's written billing which would cause withholding of approval and subsequent payment. Consultant shall be paid within forty-five (45) days after Authority approval of each billing; however, the Authority, shall withhold ten percent (10%) of the not to exceed amount in Section 5 of this Agreement until the successful completion of the scope of work and the delivery and acceptance by the Authority of all final products or deliverables. Consultant acknowledges that Authority is a public agency subject to certain limitations on payments for services rendered within a fiscal year and hereby agrees to submit invoices for work performed pursuant to this Agreement within one hundred twenty (120) days of performance of said work. Invoices submitted more than one hundred twenty (120) days after work is performed will not be paid unless approved by the Authority in its sole discretion. The Authority reserves the right to withhold payment of disputed amounts.

7. Independent Consultant: The Consultant, and the agents and employees of the Consultant, in the performance of this Agreement, shall act as and be independent Consultants and not officers or employees or agents of the Authority. Consultant, its officers, employees, agents, and subconsultants, if any, shall have no power to bind or commit the Authority to any decision or course of action, and shall not represent to any person or business that they have such power. Consultant has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Consultant in the performance of services under this Agreement. Consultant shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

a. The Authority shall have the right to terminate this Agreement by giving Consultant fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Consultant at the address indicated in Section 17.

b. If the Authority issues a notice of termination:

(1) Consultant shall immediately cease rendering services pursuant to this Agreement.

(2) Consultant shall deliver to the Authority copies of all Writings, whether or not completed, which were prepared by Consultant, its employees or its subconsultants, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

(3) The Authority shall pay Consultant for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5 less any compensation to the Authority for damages suffered as a result of Consultant's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Consultant does not meet the terms or standards specified in this Agreement, then the Authority shall be obligated to compensate Consultant only for that portion of Consultant's services which is of benefit to the Authority.

9. <u>Assignment:</u> The parties understand that the Authority entered into this Agreement based on the professional expertise and reputation of Consultant. Therefore, without the prior express written consent of the Authority, this Agreement is not assignable by the Consultant either in whole or in part.

10. <u>Binding Agreement</u>: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. <u>Time:</u> Time is of the essence in this Agreement.

12. <u>Amendments</u>: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. <u>Consultants and Subconsultants:</u> Consultant shall not subcontract any portion of the work without the prior express written authorization of the Authority. If the Authority consents to a subcontract, Consultant shall be fully responsible for all work performed by the subconsultant.

a. The Authority reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.

b. Any contract or sub-contract shall require the Consultant and its subconsultants, if any, to:

(1) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace.

(2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.

(3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Consultant or any subconsultant in performing work associated with this Agreement or any part of it.

(4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

(5) Permit the Authority and/or its designees, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. Indemnity: Consultant specifically agrees to indemnify, defend, and hold harmless the Authority, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement. The parties agree that Consultant's obligation to defend the Authority is limited to reimbursing the Authority for its costs and expenses (collectively "Costs") for defending a claim, as those Costs are incurred by the Authority. The parties further agree that the Authority will reimburse Consultant for that portion of the reasonable Costs incurred by Consultant in the defense of the Authority which are attributable to the Authority's active negligence, recklessness, or willful misconduct, as determined through settlement, arbitration, or litigation. Consultant shall pay all Costs that may be incurred by the Authority in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination or assignment of this Agreement.

15. Insurance Requirements: Consultant hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the described insurance coverage per Table 1.

Table 1: Insurance Requirements

POLICY	MINIMUM LIMITS OF LIABILITY
Workers' Compensation; Employer's Liability	Statutory requirements for Workers' Compensation; $1,000,000 Employer's Liability.
Comprehensive Automobile:	Bodily Injury/Property Damage $1,000,000 each accident.

Insurance Services Office, Form #CA 0001 covering Automobile Liability, code 1 (any auto).	
General Liability: Insurance Service Office Commercial General Liability coverage (occurrence Form #CG 0001).	$2,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
Errors and Omissions/Professional Liability: Errors and Omissions liability insurance appropriate to the Consultant's profession as defined by the Authority.	Limit no less than $2,000,000 per occurrence or claim.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, Authority requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of $5,000 must be declared to and approved by the Authority.

b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the Authority, its directors, officers, employees and agents. Any insurance or self-insurance maintained by the Authority, its directors, officers, employees or agents shall be in excess of the Consultant's insurance and shall not contribute to it.

(2) Any failure by Consultant to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to the Authority, its directors, officers, employees or agents.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Authority.

(5) Consultant hereby grants to Authority a waiver of any right to subrogation which any insurer of said Consultant may acquire against Authority by virtue of payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Authority has received a waiver of subrogation endorsement form the insurer.

c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by the Authority.

d. Certificate of Insurance and Additional Insured Requirement: Consultant shall furnish to the Authority an original Certificate of Insurance on a standard ACORD form, or other form acceptable to the Authority, substantiating the required coverages and limits set forth above and also containing the following:

(1) Thirty (30) days prior written notice to the Authority of the cancellation, non-renewal, or reduction in coverage of any policy listed on the Certificate; and

(2) The following statement with respect to the Commercial General Liability policy: "*The Elk Grove – Rancho Cordova – El Dorado Connector Authority and its directors, officers, employees and agents, are made additional insureds, but only insofar as the operations under this Agreement are concerned*."

e. Certified Copies of Policies: Upon request by the Authority, Consultant shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.

f. Consultant's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Consultant may be held responsible for damages resulting from Consultant's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Consultant of liability in excess of such minimum coverage, nor shall it preclude the Authority from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Consultant's indemnity obligations.

16. <u>Audit, Retention and Inspection of Records:</u>

c. The Authority or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subconsultants, for the purpose of monitoring, auditing, or otherwise examining the Records. Consultant agrees to provide the Authority or its designees with any relevant information requested and shall permit the Authority or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable federal and state laws and regulations. Consultant further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

d. If so directed by the Authority upon expiration of this Agreement, the Consultant shall cause all Records to be delivered to the Authority as depository.

17. Project Managers: The Authority's project manager for this Agreement is the Executive Director unless the Authority otherwise informs Consultant. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the Authority's Project Manager at the following address:

Derek Minnema
Capital SouthEast Connector Joint Powers Authority
10640 Mather Blvd., Suite 120
Mather, CA 95655

Consultant's project manager for this Agreement is **SABRINA DRAGO**. No substitution of Consultant's project manager is permitted without the prior written agreement of the Authority, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8 (a) above, any notice, report, or other communication to Consultant required by this Agreement shall be mailed by first-class mail to:

SABRINA DRAGO
PRESIDENT
DRAGO VANTAGE, LLC
6100 HORSESHORE BAR ROAD, SUITE A510
LOOMIS, CA 95650

18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Authority to enforce at any time the provisions of this Agreement or to require at any time performance by the Consultant of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Authority to enforce these provisions.

20. Litigation: Consultant shall notify the Authority immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or the Authority, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Authority.

21. National Labor Relations Board Certification: Consultant, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant's failure to comply with an order of a federal court which orders Consultant to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Consultant assures the Authority that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

23. Compliance with Non-Discrimination and Equal Employment Opportunity Laws: It is the Authority's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. The Authority does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. The Authority prohibits discrimination by its employees, Consultants and consultants. Consultant assures the Authority that it complies with, and that Consultant will require that its subconsultants comply with, the following non-discrimination and equal opportunity laws. Any failure by Consultant to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Authority may deem appropriate.

a. Consultant and its subconsultants shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued.

b. Consultant and its subconsultants shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Consultant and its subconsultants shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.

c. Consultant and its subconsultants will not unlawfully discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. Consultant and its subconsultants will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subconsultants will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

d. Consultant will include the non-discrimination and equal employment opportunity provisions of this section (provisions a. through c. above) in all contracts to perform work funded under this Agreement.

24. <u>Drug-Free Certification:</u> By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The person's or the organization's policy of maintaining a drug-free workplace;

(3) Any available counseling, rehabilitation, and employee assistance programs; and

(4) Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee of Consultant who works under this Agreement shall:

(1) Receive a copy of Consultant's Drug-Free Workplace Policy Statement; and

(2) Agree to abide by the terms of Consultant's Statement as a condition of employment on this Agreement.

25. <u>Union Organizing:</u> By signing this Agreement, Consultant hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

a. Consultant will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.

b. Consultant will not meet with employees or supervisors on the Authority's or state property if the purpose of the meeting is to assist, promote or deter union organizing, unless the property is equally available to the general public for meetings.

26. Debarment, Suspension, and Other Responsibilities: Consultant certifies and warrants that neither the Consultant firm nor any owner, partner, director, officer, or principal of Consultant, nor any person in a position with management responsibility or responsibility for the administration of funds:

a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.

b. Has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph “b” above.

d. Has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

27. Conflicts of Interest: Consultant shall not enter into any contract or agreement during the term of this Agreement which will create a conflict of interest with Consultant’s duties to the Authority or that in any way compromises the services to be performed by Consultant under this Agreement. A conflict of interest arises when Consultant directly, or indirectly renders services, or undertakes any employment or consulting agreement with a third party with whom the Authority’s interests are adverse. A personal conflict of interest arises in situations where financial or other personal or professional considerations compromise Consultant’s objectivity, professional judgment and/or ability to perform services pursuant to the terms of this Agreement. Consultant shall immediately notify the Authority of any potential conflicts of interest upon becoming aware of the conflict including any contracts or potential contracts with landowners directly adjacent to the Connector alignment or any contracts or potential contracts with member agencies of the Authority wherein the interests of the parties are adverse. If such conflicts are discovered during the term of this Agreement, Authority may, in Authority’s sole discretion, terminate this Agreement.

28. Political Reform Act Compliance: Consultant is aware and acknowledges that certain Consultants that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Consultant agrees that any of its officers or employees deemed to be "consultants" under the Act by the Authority, as provided for in the Conflict of Interest Code for the Authority, shall promptly file economic disclosure statements for the disclosure categories determined by the Authority, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

29. Campaign Contribution Disclosure: Consultant has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed a Levine Act Disclosure Statement included as Exhibit C.

30. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

31. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

32. Integration: This Agreement represents the entire understanding of the Authority and Consultant as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

33. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

34. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

35. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

36. Ownership; Permission:

a. Consultant agrees that all work products, including but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of the Authority, provided that Consultant may retain file copies of said work products. Consultant shall provide said work products to the Authority upon request.

b. Consultant represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Consultant or that all required permissions and license agreements have been obtained and paid for by Consultant; and (ii) the Authority is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit A. Consultant shall defend, indemnify and hold harmless the Authority and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

37. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY

____

DEREK MINNEMA
Executive Director

APPROVED AS TO FORM:

____

SLOAN SAKAI YEUNG & WONG LLP
Legal Counsel to the Authority

DRAGO VANTAGE, LLC

____

SABRINA DRAGO
PRESIDENT

Attachments:

Exhibit A: Scope of Work
Exhibit B: Budget
Exhibit C: Levine Act Disclosure Statement

EXHIBIT "A"

SCOPE OF WORK

Understanding

The Capital SouthEast Connector is a transformative regional transportation investment that will require a decade or more to fully deliver. In light of shifting federal and state funding landscapes, evolving policy priorities, and competitive grant environments, the JPA must maintain a clear, adaptable, and long-term strategy for securing the resources necessary to build the project.

The JPA's Board-adopted work plan and FY 2025–26 Budget outline clear funding and delivery priorities, including advancing near-term construction segments, securing matching funds for committed grants, and targeting major federal, state, regional, and Active Transportation Program (ATP) opportunities.

To succeed, the JPA needs a strategic foundation that not only guides near-term funding actions but also positions the Connector for sustained success over the next decade.

Purpose

The purpose of this contract is to assist JPA staff, member agencies, and the Board of Directors in revisiting, strengthening, and implementing the Connector's long-term funding and finance strategy. The consultant will help establish a high-level, multi-source plan for financing the Connector, rooted in the Board's adopted priorities, informed by past funding experience, and adaptable to emerging opportunities and policy changes.

This strategy will be iterative, evolving with new funding programs, competitive insights, and project milestones. It will identify the types of funding opportunities, financing mechanisms, and strategic positioning required to deliver the Connector, while also supporting the targeted pursuit of priority grants in federal, state, regional, and ATP programs. The consultant's work will complement existing staff and partner efforts, benefiting both the financial and project delivery interests of the Board and member agencies.

Objectives

- Take a holistic, long-range view of Connector funding over the next decade.
- Identify how the Connector can remain competitive for federal and state resources amid evolving policy priorities, including climate, equity, freight, and active transportation.
- Build a multi-source finance plan blending federal, state, regional, local, and alternative funding tools.
- Provide the Board with clear, actionable direction for funding opportunities within the context of the long-term strategy.
- Support the funding and delivery priorities in the FY 2025–26 Budget, including:
    - The advancement of near-term construction segments.

- Develop strategies for securing matching funds for RAISE and other committed federal and state grants.
    - Pursuing opportunities in TCEP, LPP, SACOG Regional Program, and ATP.
    - Strengthening regional partnerships and multi-agency coordination.
    - Expanding funding opportunities to align with long-term phasing and right-of-way preservation.
    - Assist with congressionally directed spending requests with regional congressional representatives.
    - Develop standalone funding strategies for project segments, in conjunction with partner agencies, to identify and pursue immediate construction funding opportunities for the fully designed and environmentally cleared segments.
- Analyze and evaluate the JPA's past grant funding approaches and recommend adjustments to improve competitiveness and maximize funding potential.
- Represent strategic interests changes, as needed, in the allocation and distribution of funds at the federal, state, and regional levels.

Task 1 – Strategic Funding & Finance Plan Development

Drago Vantage will lead the development of a 10-year strategic funding and finance plan for the Capital SouthEast Connector, designed to guide the JPA, its member agencies, and the Board in identifying and pursuing the most viable funding and financing opportunities to deliver the project. This work will build on the JPA's Board-adopted work plan and FY 2025–26 Budget priorities, while being adaptable to changes in federal, state, and regional funding landscapes.

Activities:

- Hold an initial strategy meeting to confirm objectives, review project phasing, and evaluate relevant delivery alternatives.
- Identify and assess federal, state, regional, and alternative funding/finance programs based on eligibility, competitiveness, match requirements, evaluation criteria, and timing.
- Explore financing mechanisms including bonding, loans, and public-private partnerships to complement grant funding.
- Compile findings into a Funding & Finance Strategy Memorandum and Funding Matrix with recommended opportunities, timelines, and action items.
- Facilitate a Board workshop to review the strategy and confirm funding priorities and next steps.

Deliverables:

- Agenda, facilitation, and summary notes for one (1) Board workshop with JPA leadership and Board members.
- Agenda, facilitation, and summary notes for up to four (4) funding strategy meetings, which may include external stakeholders.
- One (1) draft, one (1) final, and one (1) revised Funding & Finance Strategy Memorandum and Funding Matrix.

- One mid-term strategy update (January 2027) – Provide the Board with a comprehensive progress review on the 10-year Funding & Finance Strategy, including status of targeted funding pursuits, results of submitted applications, new funding opportunities identified since the initial plan, and recommended adjustments to priorities, timelines, or tactics for the remainder of the contract term.
- Monthly check-in meetings with JPA leadership.

Task 2 – Targeted Grant Pursuits

Based on the strategic plan, Drago Vantage will prepare competitive grant applications for priority opportunities, with an initial expectation of at least four (federal, state, regional, and ATP), plus additional opportunities that may arise. Work under this task will be scoped and budgeted individually by task order before commencement.

Activities:

- Develop annotated outlines aligned with program criteria.
- Gather and format data, cost estimates, schedules, and supporting documentation.
- Draft narratives, produce maps, and coordinate letters of support.
- Manage internal review and assemble complete application packages.

Deliverables:

- Draft and final application packages responsive to targeted grant opportunities, including outlines, narratives, maps, datasets, letters of support, forms, cost estimates, and schedules.
- Draft and final letters of support tailored to each project and organization, including partner engagement to facilitate their preparation and delivery.

Task 3 – Grant Administration & Oversight (Optional)

Following successful grant awards, Drago Vantage may support the JPA in managing compliance and maximizing the value of secured funds.

Activities:

- Manage or support scope and budget negotiations with funding agencies.
- Prepare progress reports and process amendments, budget changes, and invoices.
- Align permitting and environmental review processes with grant timelines.
- Provide staff training and documentation protocols.
- Prepare close-out reports and capture lessons learned.

Deliverables:

- Award and post-award phase checklist and roles/responsibilities matrix.
- Draft initial progress reports.
- Live compliance tracker in Excel covering scope, budget, DBE, environmental commitments, and schedule status.
- Templates for progress reports, invoices, and modification requests.
- Closeout report and lessons learned.

EXHIBIT “B”

RATE SHEET

Drago Vantage, LLC Hourly Rate Sheet
July 1, 2025 – June 30, 2026

Sabrina Drago, Principal:	$400.00
Adam Stephenson, PM:	$275.00
Sr. Transportation Planner:	$200.00
Transportation Planner:	$160.00
Jr. Transportation Planner:	$125.00
Engagement Manager:	$225.00
Engagement Specialist:	$125.00
Administration:	$ 90.00

EXHIBIT "C"

LEVINE ACT DISCLOSURE STATEMENT

LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than $250 in the twelve (12) months preceding the pendency of the contract award, and for twelve (12) months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract.

Current Board members, and their alternates, of the Board are:

George Turnboo	Greg Ferrero
Patrick Hume	Rosario Rodriguez
Garrett Gatewood	Siri Pulipati
Mike Kozlowski	Sarah Aquino
Sergio Roble	Kevin Spease

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any Board member(s) in the twelve (12) months preceding the date of the issuance of this request for proposal or request for qualifications or award of this contact?

   ___ YES _x__ NO
   If yes, please identify the Board member(s)______________________________________

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than $250 to any Board member(s) in the twelve (12) months following the award of the contract?

   ___ YES _x__ NO
   If yes, please identify the Board member(s)_______________________________________

Answering yes to either of the two questions above does not preclude the Agency from awarding a contract to your firm. It does, however, preclude the identified Board member(s) from participating in the contract award process for this contract.

_08/22/2025_____________________
DATE

Sabrina Drago
(SIGNATURE OF AUTHORIZED OFFICIAL)

______Sabrina Drago, President__________________
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

__Drago Vantage, LLC_________________________
(TYPE OR WRITE NAME OF COMPANY)

Government Code § 84308. Contributions prohibited from persons with pending applications for licenses, permits or other entitlements; amount; disclosure by all parties; construction

(a) The definitions set forth in this subdivision shall govern the interpretation of this section.

(1) “Party” means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) “Participant” means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.

(3) “Agency” means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) “Officer” means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) “License, permit, or other entitlement for use” means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) “Contribution” includes contributions to candidates and committees in federal, state, or local elections.

(b) While a proceeding involving a license, permit, or other entitlement for use is pending, and for 12 months following the date a final decision is rendered in the proceeding, an officer of an agency shall not accept, solicit, or direct a contribution of more than two hundred fifty dollars ($250) from any party or a party's agent, or from any participant or a participant's agent if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution on the officer's own behalf, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit, or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars ($250) from a party or from any participant shall disclose that fact on the record of the proceeding. An officer of an agency shall not make, participate in making, or in any way attempt to use the officer's official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars ($250) within the preceding 12 months from a party or a party's agent, or from any participant or a participant's agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7.

(d) (1) If an officer receives a contribution which would otherwise require disqualification under this section, and returns the contribution within 30 days from the time the officer knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, the officer shall be permitted to participate in the proceeding.

(2)(A) Subject to subparagraph (B), if an officer accepts, solicits, or directs a contribution of more than two hundred fifty dollars ($250) during the 12 months after the date a final decision is rendered in the proceeding in violation of subdivision (b), the officer may cure the violation by returning the contribution, or the portion of the contribution in excess of two hundred fifty dollars ($250), within 14 days of accepting, soliciting, or directing the contribution, whichever comes latest.

(B) An officer may cure a violation as specified in subparagraph (A) only if the officer did not knowingly and willfully accept, solicit, or direct the prohibited contribution.

(C) An officer's controlled committee, or the officer if no controlled committee exists, shall maintain records of curing any violation pursuant to this paragraph.

(e) (1) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent.

(2) A party, or agent to a party, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding shall not make a contribution of more than two hundred fifty dollars ($250) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(3) When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in this section.

(f) This section shall not be construed to imply that any contribution subject to being reported under this title shall not be so reported.

ITEM 15

MEETING DATE: August 29, 2025

TITLE: Presentation and Update on the Engineering Design and Right of Way Acquisition Activities related to Grant Line Road in Sacramento County and Rancho Cordova

PREPARED BY: Matt Lampa

RECOMMENDATION

Receive a presentation on Connector Segment D2 (Grant Line Road from Chrysanthy Boulevard to White Rock Road) and provide input as desired.

TODAY'S PRESENTATION

Dokken Engineering, the project's lead design consultant, will provide a presentation on the latest engineering design and right-of-way acquisition activities related to Segment D2 of the Capital SouthEast Connector. This segment extends from Chrysanthy Boulevard to White Rock Road and represents a critical connection within Sacramento County and the City of Rancho Cordova.

The presentation will highlight technical progress, agency coordination, and funding efforts, including a preferred design concept for the two-lane initial phase, utility relocation planning, property acquisition milestones, and recent grant application outcomes.

The segment currently lacks bicycle and pedestrian facilities and has the highest collision rate along the Connector alignment. On August 5th , a head-on collision tragically resulted in a fatality, underscoring the urgent need for safety improvements.

The ultimate corridor consists of a four-lane expressway with an adjacent Class I bike path. To address immediate safety and operational needs, the initial project phase will reconstruct the corridor as a two-lane roadway with a Class I path, drainage improvements, and utility relocations. This project will extend the recent improvements completed between White Rock Road and East Bidwell Street

This update provides the Board an opportunity to review the current status and provide guidance as the project advances toward final design and construction.

PROJECT STATUS SNAPSHOT

- **Engineering Design:** 60% design of the ultimate four-lane expressway completed, establishing footprint and drainage requirements.
- **Drainage:** Draft drainage report and stormwater documentation prepared.
- **Initial Phase Concept:** Preferred two-lane reconstruction alternative developed with Class I bike path.
- **Geotechnical:** Field investigations completed.
- **Right-of-Way:** Appraisals underway; Board consideration of just compensation anticipated in November 2025.
- **Utilities:** Ongoing coordination to identify conflicts, relocation needs, and right-of-way impacts.
- **Agency Coordination:** Regular collaboration with Sacramento County and City of Rancho Cordova staff to align project design, right-of-way requirements, and adjacent development timelines.

ENGINEERING DESIGN

The 60% design effort established the footprint for the ultimate four-lane corridor and informed drainage requirements needed for right-of-way acquisition.

For the **initial two-lane phase**, Dokken Engineering evaluated alternatives and identified a preferred design concept that places the inside lanes (#1 lanes) in their ultimate location, separated by a 36-foot unpaved median. This approach provides:

- **Safety Benefits:** Provides greater separation of opposing traffic, reducing collision risk.
- **Right-of-Way Efficiency:** Establishes the ultimate roadway centerline, enabling full ROW and Public Utility Easement (PUE) acquisition now.
- **Simplified Construction:** Allows one side of the roadway to remain in service during construction, reducing traffic disruptions.

- **Cost Savings:** Minimizes future rework by placing signals, curb returns, and pavement in ultimate locations, avoiding throwaway improvements.

This concept was presented to City and County staff at the August 12 Project Development Team meeting, where both agencies agreed with the recommendation. Dokken is now advancing detailed engineering.

RIGHT OF WAY & UTILITIES

Right of Way Acquisitions

The Project will require acquisition of road right of way, public utility easement, and slope and drainage easements. Staff has been meeting with property owners and Dokken and subconsultants are preparing plat maps and legal descriptions for the acquisition areas.

Appraisals are underway and staff anticipates bringing acquisitions to the November Board approval of 'just compensation'.

Coordinating with County and City staff is ongoing to set back right of way and secure irrevocable offers of dedication from adjacent developments.

Utilities

In addition to the right of way acquisitions there are major utility relocations associated with the Project. The Project is acquiring a 25-foot Public Utility Easement (PUE) east of Grant Line Road to accommodate the relocations:

- **Chrysanthy Boulevard to Douglas Road:** Two Sac County Water Agency 20-inch water mains will be constructed west of Grant Line Road. SMUD plans to construct overhead 69 kV lines in the PUE east of Grant Line Road. These utilities and locations have been planned through the entitlement process to service the Braden development.

- **White Rock Road and Douglas Road:** SMUD has existing overhead 69 kV power lines that will be relocated to the PUE.

Extensive coordination is on-going to ensure the utilities are placed correctly to remove conflicts during construction of the Connector.

FUNDING

The engineer's construction cost estimate is approximately $45M. Construction is partially funded by the $25M federal RAISE grant awarded in 2024. Staff is working with FHWA and Caltrans to finalize the grant agreement.

The Connector JPA submitted a request for $20M from the SB 1 Trade Corridor Enhancement Program (cycle 4), staff recommendations for award were released in June and the Project was not recommended for funding.

Staff continues to pursue other competitive funding opportunities and is actively coordinating with member agencies to ensure consistent prioritization across programs.

SCHEDULE

- Right of way acquisitions and certification anticipated Late 2026/early 2027
- Construction in 2027 (pending available funding)