BOARD MEETING

FEBRUARY 27, 2026

CAPITAL | SOUTHEAST
CONNECTOR JPA
Connecting Communities

CAPITAL | SOUTHEAST
CONNECTOR JPA
Connecting Communities

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

GARRETT GATEWOOD City of Rancho Cordova
GEORGE TURNBOO El Dorado County
PAT HUME Sacramento County
MIKE KOZLOWSKI City of Folsom
SERGIO ROBLES City of Elk Grove

Regular Meeting of the Capital SouthEast Connector JPA Board of Directors

Date: Friday, February 27, 2026, 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 the California Government Code prohibits the Board from discussing or taking action on any item that is not on the agenda. The Board cannot take action on non-agendized items raised under "Public Comment" until the matter has been specifically included on the agenda. Individuals who wish to address a specific item on the agenda should comment during consideration of that item.

4. Election of Board Chair and Vice-Chair for Calendar Year 2026
- Resolution 2026-01

5. Executive Director's Report

Consent Calendar Items

6. Approve Action Minutes of the November 14, 2025, Regular Board Meeting

7. Annual Report of Activities for the South Sacramento Habitat Conservation Plan (Received and File)

8. Notable Media Articles (Receive and File)

9. Quarterly Report of Activities (Receive and File)

10. Approve and Adopt the Annual Financial Investment Policy
- Resolution 2026-02

11. Update on State and Federal Funding (Receive and File)

12. Update on Connector Federal Funding Application (BUILD) to USDOT for White Rock Road (Receive and File)

13. Update on the White Rock Road Class I Trail Project (Receive and File)

14. Update on the SACOG Adoption of the 2025 Blueprint (Receive and File)

15. Update on the Grant Line Road Improvement Implementation Agreement between Sacramento County and Cordova Hills, LLC (Receive and File)

Closed Session (Estimated time 30 min)

16. Closed Session

Once the closed session has ended, the board meeting will be reconvened in open session. The Chair will then make any announcements required by the Brown Act relative to reportable actions taken during the closed session.

A. Conference with Real Property Negotiators Pursuant to Government Code § 54956.8

Property:	Intersection of Grant Line Road and Douglas Road Rancho Cordova, CA APN: 067-0040-006

Agency negotiator: Derek Minnema, Executive Director
Jamie Formico, Right of Way Manager, Dokken Engineering

Negotiating parties: Larne Family Trust and Chris Ksidakis

Under negotiation: Price and terms of real property transaction

B. Conference with Real Property Negotiators Pursuant to Government Code § 54956.8

Property: Southwest of Grant Line Road and Chyrsanthy Boulevard
Rancho Cordova, CA
APN: 067-0100-003

Agency negotiator: Derek Minnema, Executive Director
Jamie Formico, Right of Way Manager, Dokken Engineering

Negotiating parties: County of Sacramento – Waste Management & Recycling

Under negotiation: Price and terms of real property transaction

C. Conference with Real Property Negotiators Pursuant to Government Code § 54956.8

Property: Northwest of Grant Line Road and Douglas Boulevard
Rancho Cordova, CA
APN: 067-0040-003

Agency negotiator: Derek Minnema, Executive Director
Jamie Formico, Right of Way Manager, Dokken Engineering

Negotiating parties: Jeffrey and Teresa J Harada Revocable Trust

Under negotiation: Price and terms of real property transaction

D. Conference with Real Property Negotiators Pursuant to Government Code § 54956.8

Property: East of Grant Line Road and South of Glory Lane
County of Sacramento, CA
APN: 073-0040-048, 073-004-049, 073-0040-051

Agency negotiator: Derek Minnema, Executive Director
Jamie Formico, Right of Way Manager, Dokken Engineering

Negotiating parties: Cordova Hills, LLC

Under negotiation: Price and terms of real property transaction

Return to Open Session

17. Announcements or Final Comments from Board Members

ADJOURN

The next meeting of the Capital SouthEast Connector JPA Board will be held on
May 29, 2026
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: February 27, 2026

TITLE: Election of Board Chair and Vice-Chair for Calendar Year 2026

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Resolution 2026-01, electing the Director from the County of Sacramento as the Chair and Director from the County of El Dorado as the Vice-Chair of the Board for the 2026 calendar year.

BACKGROUND

Section 6.c(1) of the Joint Exercise of Powers Agreement requires the Board to elect a chair annually among its members to preside at meetings.

Article IV.4. of the Authority's Bylaws states the term of office of the Chair and Vice-Chair shall be one year. If no successor is named by the conclusion of any Officer's term, the officer shall continue in the office until a successor is named.

ATTACHMENTS

a. Resolution 2026-01

ITEM 4 a

RESOLUTION 2026-01

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY APPROVING THE BOARD CHAIR AND VICE-CHAIR FOR THE CALENDAR YEAR 2026

BE IT RESOLVED that the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") hereby elects the director from the County of Sacramento to serve as Chair of the Board and the director from the County of El Dorado serve as Vice-Chair of the Board.

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

* * * * *

PASSED AND ADOPTED this 27th day of February 2026, on a motion by Director _____, seconded by Director_____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Chairperson

ATTEST:

_____
Secretary

ITEM 5

MEETING DATE: February 27, 2026

TITLE: Executive Director's Report

PREPARED BY: Derek Minnema

This quarter's activities reflect progress on multiple fronts including federal and state funding pursuits, right-of-way acquisition, and regional coordination to position the Connector program competitively for upcoming grant cycles.

Funding Updates

The RAISE grant agreement was submitted to USDOT with both the County of Sacramento and the City of Rancho Cordova listed as co-signatories. The agreement requires a local match of $20.5 million. Staff continues to coordinate with FHWA on the submission.

A federal BUILD grant application was also prepared and submitted for the White Rock Road project in the City of Folsom and El Dorado County.

The JPA received $2M earmark and at the request of Representative Kiley will participate in his event publicizing of the appropriation.

Staff met with the California Transportation Commission, who encouraged the JPA to apply for both the Local Partnership Program and the Trade Corridor Enhancement Program for Grant Line Road.

We are working closely with Sacramento County, the City of Rancho Cordova, and the Sacramento Transportation Authority to identify the Connector as a top priority in this year's competitive cycle for STA's Local Partnership Program.

Additionally, the JPA is engaged in the Highway 50 corridor solutions plan that is being prepared and staff attended the SACOG Blueprint adoption meeting

Project Updates

Grant Line Road (Chrysanthy Blvd to White Rock Road):
Appraisals and acquisiton negotiation is well underway. At the board's request, the design team is also exploring the potential for an immediate safety curve-correction project that would align with the Stage 1 construction for the project.

White Rock Road (East Bidwell St to Stonebriar Dr):
The project is ready for advertisement by the City of Folsom. The City will administer construction on behalf of the JPA.

Misc
Numerous planned developments along the alignment that are under consideration are actively meeting with JPA staff.

Fiscal Year-End Audit

The JPA's Annual Comprehensive Financial Report has been submitted to the Government Finance Officers Association.

Travel

The Executive Director attended the American Road and Transportation Builders Association Executive Council meeting in Washington, D.C.

The JPA is registered for this year's Cap-to-Cap program in Washington, D.C.

ITEM 6

MEETING DATE: February 27, 2026

TITLE: Action Minutes of the November 14, 2025, Regular Board Meeting

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Action Minutes of the November 14, 2025, Regular Board Meeting.

ACTION MINUTES

The Capital SouthEast Connector JPA Board of Directors met at its Regular Board Meeting on November 14, 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 8:35 a.m.

Roll Call Present: Directors Kozlowski, Turnboo, Hume, Gatewood, Robles

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 November 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 Turnboo and seconded by Director Gatewood 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 August 29, 2025 Board Meeting

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

Item #7: Update on Federal and State Transportation Funding and Legislation (Receive and File)

Item #8: Recognition of the Government Finance Officers Association Distinguished Budget Presentation Award FY2025-26 Budget (Receive and File)

Item #9: Accept the Fiscal Year 2024-2025 Annual Comprehensive Financial Report, Resolution 2025-18

Item #10: Adopt 2026 Connector JPA Regular Board Meeting Schedule, Resolution 2025-19

There were no comments from the public on this item.

Discussion and Action Items

Item #11: Authorize the Executive Director to Execute a Memorandum of Understanding with the City of Folsom related to Construction Administration and Transfer of Construction Funding for the White Rock Road Class 1 Trail, Resolution 2025-20

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

A motion was made by Director Turnboo 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") HEREBY AUTHORIZES THE EXECUTIVE DIRECTOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF FOLSOM RELATED TO CONSTRUCTION ADMINISTRATION AND TRANSFER OF CONSTRUCTION FUNDING FOR THE WHITE ROCK ROAD CLASS I TRAIL, IN SUBSTANTIAL FORM, SUBJECT TO FINAL REVIEW AND APPROVAL AS TO

FORM BY LEGAL COUNSEL, AND AUTHORIZES JPA COUNSEL AND THE CITY TO MAKE NON-SUBSTANTIVE AND CLERICAL REVISIONS TO THE MOU PRIOR TO EXECUTION.

There were no comments from the public on this item.

Closed Session

Item #12: Closed Session: Conference with Real Property Negotiators Pursuant to Government Code § 54956.8

Session started at 8:50AM and ended at 9:05AM.

There were no reportable actions from the closed session.

There were no comments from the public on this item.

Item #13: Announcement and Final Comments from Board Members

No action was taken on this item.

There were no comments from the public on this item.

Adjournment

The meeting adjourned at approximately 9:08 a.m.

APPROVAL OF ACTION MINUTES FOR NOVEMBER 14, 2025

Approved By:

_____
Mike Kozlowski
Chair of the Board

Attest:

_____
Derek Minnema
Board Secretary

CAPITAL | SOUTHEAST CONNECTOR JPA
Connecting Communities

ITEM 7

MEETING DATE: February 27, 2026

TITLE: Annual Report of Activities for the South Sacramento Habitat Conservation Plan (Receive and File)

PREPARED BY: Matt Lampa

RECOMMENDATION

Receive and File the annual report of activities for the South Sacramento Habitat Conservation Plan ("SSHCP") through Federal Fiscal Year 2025, as required by the South Sacramento Conservation Agency ("SSCA").

BACKGROUND - ANNUAL REPORT REQUIREMENTS

Section 8.4.1 of the SSHCP requires the SSCA, as the implementing agency, to compile an annual report of covered activities authorized during the reporting period with acreages impacted by the construction. The SSCA then submits a record of activities authorized under their respective permits to the regulatory agencies.

The annual reporting period for these efforts coincides with the federal fiscal year (October 1, 2024, through September 30, 2025).

While the SSCA is responsible for compiling information for the annual report, it relies on the SSHCP Permittees' project-specific information to support the overall reporting effort.

2025 ANNUAL REPORT

The JPA authorized the White Rock Road Class I Trail as a covered activity during the reporting period. The trail project was estimated to impact 1.02 acres of valley grassland/Swainson's hawk foraging habitat. Mitigation credits were purchased from the SSHCP at a cost of $25,084/acre, totaling $25,511.00.

The 2025 Annual Report reflects the addition of 1.02 acres of covered activities for construction. Construction is scheduled to begin in spring/summer 2026.

ATTACHMENTS

a. 2025 Annual Reporting of Covered Activity Authorizations

2025 Annual Report

South Sacramento Habitat Conservation Plan Connector JPA Covered Activity Authorizations

Prepared For:

Kim Hudson

South Sacramento Conservation Agency

Prepared By:

Matt Lampa, P.E.

Capital SouthEast Connector JPA

In Coordination with Dokken Engineering

January 28, 2026

ANNUAL REPORTING OF COVERED ACTIVITY AUTHORIZATIONS

REPORTING PERIOD: OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

1. *Number and acreage of each Covered Activity implemented during the reporting period categorized by Covered Activity type per SSHCP Chapter 5. Include a map of Covered Activity locations.*

   Capital SouthEast Connector (Connector) project impacts are covered activities under the SSHCP. The White Rock Road Class I Trail was authorized as a covered activity during the reporting period of October 1, 2024, through September 30, 2025.

   Impact acreages and location maps provided in the SSHCP Authorization Form have been included and as attachment.

2. *A year-to-date and cumulative summary of permanent and temporary impacts on all SSHCP land cover types. Impacts to riparian and wetland land cover types will also be reported by watersheds. Include a map of impacted locations.*

   Impacts associated with the White Rock Road Class I Trail were covered during the reporting period and construction is anticipated in 2026.

Land Cover Type	Direct Impact	Indirect Impact	Total
Seasonal Wetland	0	0	
Streams/ Creeks	0	0	
Swale – Direct	0	0	
Swale – Indirect	0	0	
Vernal Pool - Direct	0	0	
Vernal Pool – Indirect	0	0	
Agriculture	0	0	
Valley Grassland	1.02	0	1.02
Year-to-Date Total	1.02	0	1.02

Cumulative impacts as reported in the previous reporting period are summarized below and a summary table is presented on the following page.

Projects Authorized to Date:

- Segment D3/E1 – White Rock Road Class I Trail (new)
- Segment D3 – Scott Road Realignment (previous)
- Segment D3a (previous)
- Segment A2 – Kammerer Road (previous)

Capital SouthEast Connector Cumulative Summary of Impacts

Land Cover Type	Reporting Period (acres)		Cumulative (acres)	
	Permanent	Temporary	Permanent	Temporary
Seasonal Wetland	0	0	0.069	0
Streams/ Creeks	0	0	0.063	0
Swale – Direct	0	0	0.018	0
Swale – Indirect	0	0	0.044	0
Vernal Pool - Direct	0	0	0.274	0
Vernal Pool – Indirect	0	0	0.215	0
Agriculture	0	0	30.55	0
Valley Grassland	1.02	0	42.366	0
Cumulative Total	1.02	0	73.599	0

3. *A year-to-date and cumulative summary of the total impacts to Critical Habitat of vernal pool fairy shrimp, vernal pool tadpole shrimp, Sacramento Orcutt grass, slender Orcutt grass, and California tiger salamander, and to Covered Species plant occurrences. Include a map of Critical Habitat impacts.*

   No impacts to critical habitat during the reporting period, and no critical habitat impacts to date.

4. *A year-to-date and cumulative summary of impacts associated with projects exempt from fees and/or conditions of the SSHCP.*

   Nothing to report; Connector projects are covered activities requiring fee payment and compliance with SSHCP conditions.

5. *An accounting of all conditions on Covered Activities applied to these activities per SSHCP Chapter 5.*

   See Attachment 1 for applicable Avoidance and Minimization Measures (AMMs)..

6. *A list of all Stream Setback exceptions and any other exceptions granted each calendar year per SSHCP Chapter 5.*

   Not applicable in this reporting period.

7. *A summary of monitoring results, including species status and trends.*

   Not applicable in this reporting period. The JPA does not currently manage any preserve properties to which this item applies.

8. *A description of the adaptive management process utilized during the reporting period.*

   Not applicable in this reporting period. The JPA does not currently manage any preserve properties to which this item applies.

9. *A summary of the recommendations or advice provided by the Wildlife Agencies and TAC regarding adaptive management and monitoring.*

   Not applicable in this reporting period. The JPA does not currently manage any preserve properties to which this item applies.

A shapefile for the *White Rock Road Class I Trail* project boundary is also included for your mapping needs.

Attachments

Attachment 1: Avoidance and Minimization Measures for the White Rock Road Class I Trail (Connector Segment D3/E1)
Attachment 2: Shapefile for the White Rock Road Class I Trail (Connector Segment D3/E1)

SSHCP Project Specific Avoidance and Minimization Measures

Based upon review of the SSHCP Permit Application, the Project must be constructed in compliance with the Avoidance and Minimization Measures (AMMs) listed below. The applicant will be responsible for reporting compliance with AMMs as applicable. Please submit all required reporting documents to SSHCP@saccounty.net and reference the project Control Number in the correspondence.

Instructions: For each Condition and AMM outlined below, indicate how the Project has or will comply with each provision in the 'Project Compliance' box. If a condition is not applicable to your project, indicate such in the 'Project Compliance' box.

Condition 1. Avoid and Minimize Urban Development Impacts to Watershed Hydrology and Water Quality	
Avoidance and Minimization Measure	**Project Compliance**
LID-1 (Stormwater Quality): When the size of a project exceeds the thresholds established by the State Water Resources Control Board (SWRCB) (see the most recent Stormwater Quality Design Manual for the Sacramento and South Placer Regions, or future SWRCB-approved design manuals applicable to the Plan Area), incorporate stormwater management into site design to satisfy the requirements outlined in the most recent Stormwater Quality Design Manual for the Sacramento and South Placer Regions. Stormwater management may include groundwater recharge (LID-2) and natural site features (LID-3).	Project's Environmental Document Avoidance and minimization measure BIO-2 required the project to redesign or modify the project to avoid direct and indirect impacts on water quality run-off, HYD-1 and BIO-3 implement BMPs including permeable surfaces, stormwater retention and treatment facilities, and utilization of water quality features like infiltration systems, detention / retention systems, or vegetation swales in concert with the required Storm Water Pollution Prevention Plan.
LID-2 (Groundwater Recharge): When siting SSHCP Preserves containing Riparian, Open Water, or Freshwater Marsh SSHCP land cover types, the Implementing Entity will prioritize locations that are suitable for groundwater recharge.	Project will not build on preserves containing Riparian, Open Water, or Freshwater Marsh.
LID-3 (Natural Site Features): Incorporate preservation of a site's natural aquatic features (such as creeks and streams) into project design to retain natural hydrologic patterns and to retain habitat that might be used by Covered Species.	Project's Environmental Document Avoidance and minimization measure BIO-2 and BIO-3 incorporated this measure.
Condition 2. Avoid and Minimize Urban Development Direct and Indirect Impacts to Existing Preserves and SSHCP Preserves Note: This Condition only applies to projects with on-site preserves or projects that are adjacent to existing or planned preserves. **Measures Not Applicable – Not in an Existing or Planned Preserved Site - Removed From Table**	

SSHCP Project Specific Avoidance and Minimization Measures

Condition 3. Implement Construction Best Management Practices Condition 3 applies to all Covered Activities within the UDA	
Avoidance and Minimization Measure	**Project Compliance**
BMP-1 (Construction Fencing): Orange construction fencing will be installed to ensure that ground disturbance does not extend beyond the allowed construction footprint (i.e., the limit of project construction plus equipment staging areas and access roads). Plan Permittees and Third-Party Project Proponents implementing ground-disturbing Covered Activities will mark the outer boundary of any Preserve Setback or Stream Setback adjacent to or within the project site with orange construction fencing prior to ground disturbance. This fencing will remain in place until project completion, as identified by the Plan Permittee.	Project's Environmental Document Avoidance and minimization measure BIO-2 incorporate orange construction barrier fencing.
BMP-2 (Erosion Control): Plan Permittees and Third-Party Project Proponents implementing ground-disturbing Covered Activities will install temporary control measures for sediment, stormwater, and pollutant runoff as required by the Plan Permittee to protect water quality and species habitat. Silt fencing or other appropriate sediment control device(s) will be installed downslope of any Covered Activity that disturbs soils. Fiber rolls and seed mixtures used for erosion control will be certified as free of viable noxious weed seed. As discussed in Section 5.4.2, Covered Species Take Avoidance and Minimization Measures, erosion controls installed in or adjacent to Plan Area modeled habitat for giant gartersnake (*Thamnophis gigas*), western pond turtle (*Actinemys marmorata*), California tiger salamander (California tiger salamander), or western spadefoot (see Chapter 3) must be of appropriate design and materials that will not entrap the species (e.g., not contain mesh netting). Regular monitoring and maintenance of the project's erosion control measures will be conducted until project completion to ensure effective operation of erosion control measures.	The Project is not adjacent or within the modeled habitats for any of these species. Measures BIO-3 and HYD-1 require implementation of a SWPPP for the project including reducing erosion through soil stabilization, watering for dust control, installing perimeter silt fences, placing rice straw bales, and installing sediment basins throughout the duration of construction. Further, BIO-36 requires the project to use certified, weed-free, imported erosion-control materials (or rice straw in upland areas) and HYD-1 requires protective silt fencing to be installed between the adjacent aquatic habitats and the construction area limits.
BMP-3 (Equipment Storage and Fueling): Plan Permittees and Third-Party Project Proponents implementing ground-disturbing Covered Activities will ensure that equipment storage and staging will occur in the development footprint only (not sited in any existing on-site Preserve, planned on-site Preserve, Preserve Setback, Stream Setback, or aquatic land cover type). Fuel storage and equipment fueling will occur away from waterways, stream channels, stream banks, and other environmentally sensitive areas within the development footprint. However, certain equipment storage and fueling activities can be allowed on Preserves within habitat re-establishment/establishment sites (refer to Section 5.2.7) if no location outside of the site is available. If a Covered Activity results in a spill of fuel, hydraulic fluid, lubricants, or other petroleum products, the spill will be absorbed and waste disposed of in a manner to prevent pollutants from entering a waterway, Preserve, Preserve Setback, or Stream Setback.	Project's Environmental Document Avoidance and minimization measure BIO-2 requires construction operations to be restricted to the designated construction staging areas and footprint.

SSHCP Project Specific Avoidance and Minimization Measures

BMP-4 (Erodible Materials): Plan Permittees and Third-Party Project Proponents implementing Covered Activities must not deposit erodible materials into waterways. Vegetation clippings, brush, loose soils, or other debris material will not be stockpiled within stream channels or on adjacent banks. Erodible material must be disposed of such that it cannot enter a waterway, Preserve, Preserve Setback, Stream Setback, or aquatic land cover type. If water and sludge must be pumped from a subdrain or other structure, the material will be conveyed to a temporary settling basin to prevent sediment from entering a waterway.	Project's Environmental Document Avoidance and minimization measure HYD-1 implements practices to prevent erodible materials from entering waterways.
BMP-5 (Dust Control): Plan Permittees and Third-Party Project Proponents implementing ground-disturbing Covered Activities will water active construction sites regularly, if warranted, to avoid or minimize impacts from construction dust on adjacent vegetation and wildlife habitats. No surface water will be used from aquatic land covers; water will be obtained from a municipal source or existing groundwater well.	Project's Environmental Document Avoidance and minimization measures HYD-1 and AQ-1 implement dust control measures.
BMP-6 (Construction Lighting): Plan Permittees and Third-Party Project Proponents implementing ground-disturbing Covered Activities will direct all temporary construction lighting (e.g., lighting used for security or nighttime equipment maintenance) away from adjacent natural habitats, and particularly Riparian and Wetland habitats and wildlife movement areas.	Project's Environmental Document Avoidance and minimization measure VIS-5 addresses lighting through project construction.
BMP-7 (Biological Monitor): If a Covered Activity includes ground disturbance within Covered Species modeled habitat, an approved biologist will be on site during the period of ground disturbance, and may need to be on site during other construction activities depending on the Covered Species affected. After ground-disturbing project activities are complete, the approved biologist will train an individual to act as the on-site construction monitor for the remainder of construction, with the concurrence of the Permitting Agencies. The on-site monitor will attend the training described in BMP-8. The approved biologist and the on-site monitor will have oversight over implementation of Avoidance and Minimization Measures, and will have the authority to stop activities if any of the requirements associated with those measures are not met. If the monitor requests that work be stopped, the Wildlife Agencies will be notified within one working day by email. The approved biologist and/or on-site monitor will record all observations of listed species on California Natural Diversity Database field sheets and submit them to the California Department of Fish and Wildlife. The approved biologist or on-site monitor will be the contact source for any employee or contractor who might inadvertently kill or injure a Covered Species or who finds a dead, injured or entrapped individual. The approved biologist and on-site monitor's names and telephone numbers will be provided to the Wildlife Agencies prior to the initiation of ground-disturbing activities. Refer to species-specific measures for details on requirements for biological monitors.	Project's Environmental Document Avoidance and minimization measure BIO-22 requires biological monitoring of project areas where work occurs in proximity to sensitive wildlife or habitat. BIO-1 requires environmental training for construction personnel to identify and protect biological resources. Monitoring, training, and assignment of an on-site monitor will occur in compliance with BMP-7.
BMP-8 (Training of Construction Staff): A mandatory Worker Environmental Awareness Program will be conducted by an approved biologist for all construction workers, including contractors, prior to the commencement of construction activities. The training will include how to identify Covered Species that might enter the construction site, relevant life history information and habitats, SSHCP and statutory requirements and the consequences of non-compliance, the boundaries of the construction area and permitted disturbance zones, litter control training (SPECIES-2), and appropriate protocols if a Covered Species is encountered. Supporting materials containing training information will be prepared and distributed by the approved biologist. When necessary, training and supporting materials will also be provided in Spanish. Upon completion of training, construction personnel will sign a form stating that they attended the training and understand all of the Avoidance and Minimization Measures. Written documentation of the training must be submitted to the Implementing Entity within 30 days of completion of the training, and the Implementing Entity will provide this information to the Wildlife Agencies.	Project's Environmental Document Avoidance and minimization measures BIO-1 requires a mandatory environmental awareness training program for all construction personnel.

BMP-9 (Soil Compaction): After construction is complete, all temporarily disturbed areas will be restored similar to pre-project conditions, including impacts relating to soil compaction, water infiltration capacity, and soil hydrologic characteristics.	Project's Environmental Document Avoidance and minimization measure VIS-3 requires all exposed/ disturbed areas and access points left barren of vegetation as a result of construction activities to be re-contoured to natural contours and vegetation allowed to return to pre-project conditions.
BMP-10 (Revegetation): Plan Permittees and Third-Party Project Proponents implementing ground-disturbing Covered Activities will revegetate any cut-and-fill slopes with native or existing non-invasive, non-native plants (e.g., non-native grasses) suitable for the altered soil conditions and in compliance with EDGE-2 and EDGE-8, if applicable.	Project's Environmental Document Avoidance and minimization measure VIS-3 implements this measure.
BMP-11 (Speed Limit): Project-related vehicles will observe the posted speed limits on paved roads and a 10-mile-per-hour speed limit on unpaved roads and during travel in project areas. Construction crews will be given weekly tailgate instruction to travel only on designated and marked existing, cross-country, and project-only roads.	Project's Environmental Document Avoidance and minimization measure AQ-3 implements this measure.
Condition 4. Avoid and Minimize Impacts that May Result from Implementation of Covered Transportation Projects Note: This Condition only applies to projects that include road improvements.	
Avoidance and Minimization Measure	**Project Compliance**
ROAD-1 (Road Project Location): Road projects will be located in the least environmentally sensitive area to avoid, to the maximum extent practicable, impacts on Covered Species, Covered Species habitat, and waters of the United States. Road project alignments will follow existing roads, road easements, and rights-of-way, or be sited in disturbed areas to minimize habitat loss and additional habitat fragmentation.	The Project is situated within a mostly disturbed travel corridor and was determined to not have a significant effect on the environment, as determined by the Notice of Determination document (attached). Additionally, avoidance and minimization measures BIO-2 & 3 implement requirements to redesign or modify the project to avoid any impacts on special-status wildlife species/plant populations or their habitats.
ROAD-2 (Wildlife Crossing Structures): Road projects that are Urban Development Covered Activities (see Section 5.2.1) (including the Capital Southeast Connector, see Section 5.2.1.1) or are Rural Transportation Covered Activities (see Section 5.2.3) will include an adequate number of wildlife crossing structures, as depicted in Figure 5-10. An adequate number of wildlife crossing structures within the Urban Development Area (UDA) and outside the UDA will provide for	N/A. This Project does not contain a wildlife crossing location and does not cross the conceptual SSHCP Preserve System, and does not affect any wildlife

continued dispersal and movement of native wildlife throughout the SSHCP Plan Area, as required by the SSHCP Biological Goals and Objectives (see Chapter 7). The Plan defines "wildlife crossing structure" as a physical structure specifically designed or retrofitted to facilitate undercrossing for target wildlife species. The Plan further classifies wildlife crossings as hydrologic crossings and dry crossings. Hydrologic crossings are built where there is an existing stream, creek, or intermittent drainage to maintain existing hydrologic connectivity within the Plan Area. As described below, hydrologic crossings require specialized features to be built into the crossing structure, such as elevated platforms to allow wildlife to pass under a crossing structure when it is inundated with water. Dry wildlife crossings are built where there is no hydrologic feature but where a crossing is needed to provide for overland connectivity. SSHCP wildlife crossing structures may include structures such as bridges, arches, or box and pipe culverts. Plan Permittees expect that future wildlife movement and dispersal within the UDA will occur almost entirely within the boundaries of the future interconnected SSHCP Preserve System (see Section 7.5). Therefore, wildlife crossings are needed wherever a roadway crosses (bisects) the conceptual SSHCP Preserve System (see Figure 5-10). Wildlife crossing structures inside the UDA will be sized to accommodate movement of a highly mobile native indicator species (i.e., coyote (Canis latrans)). By designing UDA wildlife crossing structures to meet the movement and dispersal requirements of coyote, the Plan Permittees anticipate that the crossing structure will also accommodate most native wildlife species that currently occupy the UDA (see Chapter 3). The Plan Permittees expect that most of the Plan Area outside of the UDA will remain as Open Space over the 50-year Permit Term (see Chapter 4). Therefore, the Plan Permittees expect that the Rural Transportation Project Covered Activities proposed outside the UDA will have a relatively small effect on the movement and dispersal of larger or more mobile native wildlife species, including coyote. Consequently, the Plan Permittees anticipate that the design of Rural Transportation Project Covered Activities outside the UDA will need to include wildlife crossing structures primarily where the Rural Transportation Project Covered Activities occur within California tiger salamander modeled habitat (see CTS-3 and also Chapter 3, Figure 3-16). The design and location of wildlife crossing structures both inside the UDA and outside the UDA will be determined by collaboration between the Third-Party Project Proponent, the Land Use Authority, and the Implementing Entity. Crossing design will use the best available scientific and commercial information for the target species. The design of crossing structures will be based on demonstrated effectiveness of design for the target species when such information is available, or will be designed with a high level of certainty of success based on studies of similar taxa in similar environmental settings. The proposed wildlife crossing structures designs will be reviewed and approved by the Implementing Entity prior to final design. The Implementing Entity will develop a Wildlife Crossing Maintenance Manual to be provided to the entity responsible for maintaining the wildlife crossing. The Wildlife Crossing Maintenance Manual will identify vegetation management, clearing of obstructions, and other techniques to maintain the desired movement and hydrologic connectivity, and to avoid effects to adjacent Preserves. All SSHCP wildlife crossing structures in the UDA will include the following design elements: • Open-bottom bridges or arches where the roadway crosses a river or stream. Where an open-bottom bridge or arch is used, the span of the crossing will be at least 1.2 times the bankfull width of the stream and span the banks to allow for dry wildlife passage along each side of the stream and to avoid or minimize piers or footings within the stream. (Bankfull width refers to the width of a stream channel at the point where over-bank flow begins during a flood event.) • Any wildlife crossing structure that also maintains hydrologic connectivity will be designed to maintain pre-construction water capacity, depth, and velocity. The crossing structure will not	crossing areas as defined in ROAD-2.

restrict or impede normal flows or flood flows, unless a primary purpose of the structure is to manage such flow(s). Wildlife crossing structures must be designed to provide a dry passage (e.g., a platform ledge) higher than flows for a 10-year storm event to allow wildlife to pass through an inundated crossing structure. • Wildlife crossing structures in the UDA will be designed and sized to accommodate movement of at least medium-sized mammals (e.g., coyote). The opening must be at least 3 feet high and the crossing structure must have a minimum openness ratio of at least 0.4. • Vegetation leading up to the entrance of a crossing structure and the substrate leading into and within the crossing structure will be natural and appropriate to provide for continuity of habitat, attract the target animal species for which the crossing is designed, and facilitate use of the crossing structure. • A wildlife crossing under six-lane roads or larger will be designed to provide ambient light and temperature in the longer crossing structures (e.g., either by providing a larger opening or a grate at the top of the structure to improve the attractiveness of the crossing to certain Covered Species and wildlife that may hesitate to cross through dark, confined structures or one with a temperature gradient (Jackson and Griffin 2000)). If a road is less than six lanes in width, these designs will be optional. • Lighting will not be placed at or near the entrance of a wildlife crossing structure to maintain natural ambient light conditions at night and to increase chances of wildlife use. However, a Land Use Authority Permittees may allow lighting if necessary for human health or safety. Outside the UDA, wildlife crossing structures may be required for California tiger salamander (refer to CTS-1), and could also be required for other native species. For example, for all rural transportation Covered Activity projects located in giant gartersnake modeled aquatic habitat, certain design features must be implemented to improve opportunities for giant gartersnake passage and dispersal. In addition, rural transportation Covered Activity projects in PPU-6 that are not within giant gartersnake modeled aquatic habitat, but are located between areas of mapped giant gartersnake modeled habitat (e.g. some Bruceville Road improvements) will also be required to implement such project design features. Appropriate project design features shall be incorporated when the rural transportation project includes the replacement or the modification of an existing drainage feature, and/or the project crosses a stream, creek, ditch, or other drainage. The South Sacramento Conservation Agency and the appropriate Land Use Authority Permittee shall collaborate with the proponents of each rural transportation Covered Activity to determine the need for, the design, and appropriate locations of snake passage structures. Acceptable giant gartersnake passage structures and design features for rural transportation Covered Activities shall be determined by the South Sacramento Conservation Agency in collaboration with the USFWS, CDFW, and TAC species experts, using the best available scientific and commercial information. The SSHCP Wildlife Crossing Maintenance Manual shall identify techniques for the maintenance and the management of structures and aquatic habitat that provide passage opportunities for the giant gartersnake. **<u>This AMM has been revised to reflect USFWS and/or CDFW permit conditions</u>**	
ROAD-3 (Roadside Pesticide Use): If pesticide use is necessary along roadsides, the appropriate SSHCP Permittee will ensure that the pesticide application strictly complies with the pesticide label and all other applicable federal, state, and local authorities pertaining to the use, safety, storage, disposal, and reporting of the pesticide. Where roadside weed infestations have reached a critical control point, the Implementing Entity or a Land Use Authority Permittee will apply the appropriate manual, mechanical, or chemical treatment. In addition, the Implementing Entity or appropriate Land Use Authority Permittee will post signs along road shoulders adjacent to sensitive areas that are within the SSHCP Preserve System (e.g., California tiger salamander breeding ponds, endemic	Project's Environmental Document Avoidance and minimization measure BIO-28 addresses pesticide use during construction. The Project area will continue to experience routine, ongoing maintenance consistent

plant populations, vertebrates that rely on insects for part of their diet). The signs will identify pesticide use restrictions or other roadside maintenance restrictions.	with City of Folsom and Sacramento County road maintenance standards, which will comply with federal, state, and local standards for pesticide use.
Condition 5. Avoid and Minimize Impacts that Result from Public Use of Low-Impact Nature Trails in Preserves Note: This condition only applies to Projects that contain or are adjacent to planned or existing preserves **Measures Not Applicable – Not in an Existing or Planned Preserved Site - Removed From Table**	
Condition 6. Avoid and Minimize Impacts When Re-Establishing or Establishing Wetlands Note: This Condition only applies if a project will re-establish or establish wetlands. **Measures Not Applicable – No Re-Establishing or Establishing Wetlands - Removed From Table**	
Condition 7. Avoid and Minimize Impacts to Streams and Creeks Note: This Condition only applies if a stream is located within the project boundary. **Measures Not Applicable – No Streams Located within Project Boundaries - Removed From Table**	
Condition 8. Avoid and Minimize Impacts to Covered Species from Utility and Utility Maintenance Covered Activities Note: AMMs associated with Condition 8 must be applied to all Covered Activities associated with construction and maintenance of infrastructure projects. **Measures Not Applicable – Not in an Existing or Planned Preserved Site - Removed From Table**	
Condition 9. Avoid and Minimize Impacts that Might Result from Removing or Breaching Levees to Establish or Re-establish Riparian Habitat. **Measures Not Applicable – No Removing or Breaching Levees - Removed From Table**	
Condition 10. Avoid and Minimize Impacts That Might Result From Potential Residual Contamination of Preserves and Related Exposure of People to Such Hazardous Materials. Note: Condition 10 only applies to existing and planned preserve sites. **Measures Not Applicable – Not in an Existing or Planned Preserved Site - Removed From Table**	
Covered Species Take Avoidance and Minimization Measures Note: These AMMs apply to all Projects that contain modeled species habitat. **Orcutt Grass– Measures Not Applicable – No ORCUTT Modeled Habitat - Removed From Table**	
SPECIES-1 (Litter Removal Program): A litter control program will be instituted for the entire project site. All workers will ensure that their food scraps, paper wrappers, food containers, cans, bottles, and other trash are deposited in covered or closed trash containers. All garbage will be removed from the project site at the end of each work day, and construction personnel will not feed or otherwise attract wildlife to the area where construction activities are taking place.	Project's Environmental Document Avoidance and minimization measure BIO-29 incorporates this measure.
SPECIES-2 (No Pets in Construction Areas): To avoid harm and harassment of native species, workers and visitors will not bring pets onto a project site.	Environmental awareness training informs workers that no pets or visitors are

	allowed onto the project site.
SPECIES-3 (Take Report): If accidental injury or death of any Covered Species occurs, workers will immediately inform the approved biologist or on-site monitor and site supervisor. The approved biologist or on-site monitor will phone the appropriate contact person at the Implementing Entity. The Implementing Entity will immediately contact the Wildlife Agencies by telephone. A memorandum will be provided to the Implementing Entity and Wildlife Agencies within 1 working day of the incident. The report will provide the date and location of the incident, number of individuals taken, the circumstances resulting in the take, and any corrective measures taken to prevent additional take.	Project's Environmental Document Avoidance and minimization measure BIO-1 requires training of the workers and BIO-22 requires the contractor to contact the USFWS/CDFW approved Project biologist in the event a covered species is encountered, harmed, or killed. No accidental injury or death of covered species is anticipated during construction.
SPECIES-4 (Post-Construction Compliance Report): A post-construction compliance report will be submitted to the SSHCP Implementing Entity within 30 calendar days of completion of construction activities or within 30 calendar days of any break in construction activity that lasts more than 30 days. The report will detail the construction start and completion dates, any information about meeting or failing to meet species take Avoidance and Minimization Measures (AMM), effectiveness of each AMM that was applied at the project site, and any known project effects to Covered Species.	The Project will submit a post-construction compliance report to the SSCA as part of the post-construction reporting process.
PLANT-1 (Rare Plant Surveys): If a Covered Activity project site contains modeled habitat for Ahart's dwarf rush (Juncus leiospermus var. ahartii), Bogg's Lake hedge-hyssop (Gratiola heterosepala), dwarf downingia (Downingia pusilla), Legenere (Legenere limosa), pincushion navarretia (Navarretia myersii), or Sanford's arrowhead (Sagittaria sanfordii), the Covered Activity project site will be surveyed for the rare plant by an approved biologist and following the California Department of Fish and Wildlife (CDFW) Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities dated March 20, 2018 or the most recent CDFW rare plant survey protocols. An approved biologist will conduct the field surveys and will identify and map plant species occurrences according to the protocols. See Chapter 10 for the process to submit survey information to the Plan Permittee and the Permitting Agencies. The appropriate timing of surveys and use of reference populations is applicable to all covered rare plant species, as described in the 2018 CDFW survey protocol referenced above. For Bogg's Lake hedge-hyssop which is an annual plant with seed banks that may not germinate every year , the project proponent may be required to survey a project site for more than one year to substantiate negative findings if the previous year was either extremely dry or extremely wet (which may be found in the Department of Water Resources Water Supply Index Bulletin (http://cdec.water.ca.gov/reportapp/javareports?name=WSI). However, if local reference populations of the species are detectable at the time of survey and none of the species are observed on a project site, a negative finding will be made. **<u>This AMM has been revised to reflect USFWS and/or CDFW permit conditions</u>**	Project site does not contain any known occurrences for any of these rare plants and previous focused survey results were negative. BIO-20 requires that the project biologist conduct pre-construction blooming clearance surveys in areas of direct impacts.
PLANT-2 (Rare Plant Protection): If a rare plant listed in AMM PLANT-1 is detected within an area proposed to be disturbed by a Covered Activity or is detected within 250 feet of the area proposed to be disturbed by a Covered Activity, the Implementing Entity will assure one unprotected	Project site does not contain any known occurrences for any of these rare plants and

occurrence of the species is protected within a SSHCP Preserve before any ground disturbance occurs a the project site.	previous focused survey results were negative.
Valley Elderberry Longhorn Beetle – Measures Not Applicable – No VELB Modeled Habitat - Removed From Table	
California Tiger Salamander – Measures Not Applicable – No CTS Modeled Habitat - Removed From Table	
Western Spadefoot – Measures Not Applicable – No WS Modeled Habitat - Removed From Table	
WS-1 (Western Spadefoot Work Window): Ground-disturbing Covered Activities within western spadefoot modeled habitat (Figure 3-17) will occur outside the breeding and dispersal season (after May 15 and before October 15), to the maximum extent practicable.	Project's Environmental Document Avoidance and minimization measure BIO-22 incorporates this measure.
WS-2 (Western Spadefoot Exclusion Fencing): If Covered Activities must be implemented in modeled habitat (Figure 3-17) after October 15 and before May 15, exclusion fencing will be installed around the project footprint before October 15, and the project site must be monitored by an approved biologist following rain events. Temporary high-visibility construction fencing will be installed along the edge of work areas, and silt fencing will be installed immediately behind the temporary high-visibility construction fencing to exclude western spadefoot from entering the construction area. Fencing will remain in place until all construction activities within the construction area are completed. No project activities will occur outside the delineated project footprint. If a western spadefoot is encountered, refer to WS-6, below.	Project's Environmental Document Avoidance and minimization measure BIO-2 incorporate orange construction barrier fencing.
WS-3 (Western Spadefoot Monitoring): If Covered Activities must be implemented in modeled habitat (Figure 3-17) in the breeding and dispersal season (after October 15 and before May 15), an approved biologist experienced with western spadefoot identification and behavior will monitor the project site, including the integrity of any exclusion fencing. The approved biologist will be on site daily while construction-related activities are taking place, and will inspect the project site daily for western spadefoot prior to construction activities. The approved biologist will also train construction personnel on the required avoidance procedures, exclusion fencing, and protocols in the event that a western spadefoot enters an active construction zone (i.e., outside the buffer zone). If a western spadefoot is encountered, refer to WS-6, below.	Project's Environmental Document Avoidance and minimization measures BIO-1 and BIO-22 incorporates this measure.
WS-4 (Avoid Western Spadefoot Entrapment): If a Covered Activity occurs in western spadefoot modeled habitat (Figure 3-17), all excavated steep-walled holes and trenches more than 6 inches deep will be covered with plywood (or similar material) or provided with one or more escape ramps constructed of earth fill or wooden planks at the end of each work day or 30 minutes prior to sunset, whichever occurs first. All steep-walled holes and trenches will be inspected by the approved biologist each morning to ensure that no wildlife has become entrapped. All construction pipes, culverts, similar structures, construction equipment, and construction debris left overnight within western spadefoot modeled habitat will be inspected for western spadefoot by the approved biologist prior to being moved. If a western spadefoot is encountered, refer to WS-6, below.	Project's Environmental Document Avoidance and minimization measures BIO-2 and BIO-22 incorporates this measure.
WS-5 (Erosion Control Materials in Western Spadefoot Habitat): If erosion control (BMP-2) is implemented within western spadefoot modeled habitat (Figure 3-17), non-entangling erosion control material will be used to reduce the potential for entrapment. Tightly woven fiber netting (mesh size less than 0.25 inch) or similar material will be used to ensure that western spadefoots are not trapped (no monofilament). Coconut coir matting and fiber rolls containing burlap are examples of acceptable erosion control materials	Project's Environmental Document Avoidance and minimization measures BIO-2 and BIO-3 incorporates this measure.

SSHCP Project Specific Avoidance and Minimization Measures

Giant Garter Snake – Measures Not Applicable – No WS Modeled Habitat - Removed From Table	
Western Pond Turtle – Measures Not Applicable – No WPT Modeled Habitat - Removed From Table	
Tricolored Blackbird	
TCB-1 (Tricolored Blackbird Surveys): If modeled habitat for tricolored blackbird (Figure 3-26) is present within a Covered Activity's project footprint or within 500 feet of a project footprint, or if Covered Activity impacts include the Mixed Riparian Scrub land cover type, regardless of whether it is included in the modeled habitat map, then an approved biologist will conduct a field investigation to determine if existing or potential nesting or foraging sites are present within the project footprint and adjacent areas within 500 feet of the project footprint. Adjacent parcels under different land ownership will be surveyed only if access is granted or if the parcels are visible from authorized areas. Within the Plan Area, potential tricolor blackbird nest sites are often associated with freshwater marsh and seasonal wetlands, or in thickets of willow, blackberry, wild rose, thistle, and other thorny vegetation. Tricolored blackbirds are also known to nest in crops associated with dairy farms. Foraging habitat is associated with annual grasslands, wet and dry vernal pools and other seasonal wetlands, agricultural fields (such as large tracts of alfalfa and pastures with continuous haying schedules and recently tilled fields), cattle feedlots, and dairies. The Third-Party Project Proponent will map all existing or potential nesting or foraging sites and provide these maps to the Land Use Authority Permittees and Implementing Entity. Nesting sites must also be noted on plans that are submitted to a Land Use Authority Permittee. See Chapter 10 for the process to conduct and submit survey information. **<u>This AMM has been revised to reflect USFWS and/or CDFW permit conditions</u>**	A biological survey was done to determine project impacts to special status wildlife species including the Tricolored Blackbird. Results of the survey are detailed in the NES.
TCB-2 (Tricolored Blackbird Pre-Construction Surveys): Pre-construction surveys will be required to determine if active nests are present within a project footprint or within 500 feet of a project footprint if existing or potential nest sites were found during design surveys and construction activities will occur during the breeding season (March 1 through September 15). An approved biologist will conduct pre-construction surveys within 30 days and again within 3 days of ground-disturbing activities, and within the proposed project footprint and 500 feet of the proposed project footprint to determine the presence of nesting tricolored blackbird. The surveys should be separated by at least three weeks. Pre-construction surveys will be conducted during the breeding season (March 1 through September 15). Surveys conducted in February (to meet pre-construction survey requirements for work starting in March) must be conducted within 14 days and 3 days in advance of ground-disturbing activities. If a nest is present, then TCB-3 and TCB-4 will be implemented. The approved biologist will inform the Land Use Authority Permittee and the Implementing Entity of species locations, and they in turn will notify the Wildlife Agencies. **<u>This AMM has been revised to reflect USFWS and/or CDFW permit conditions</u>**	Project's Environmental Document Avoidance and minimization measure BIO-22 and BIO-27 incorporates this measure.
TCB-3 (Tricolored Blackbird Nest Buffer): If active nests are found within the project footprint or within 500 feet of any project-related Covered Activity, the Third-Party Project Proponent will establish a 500-foot temporary buffer around the active nest until the young have fledged.	Project's Environmental Document Avoidance and minimization measures BIO-27 incorporates this measure.
TCB-4 (Tricolored Blackbird Nest Buffer Monitoring): If nesting tricolored blackbirds are present within the project footprint or within 500 feet of any project-related Covered Activity, then an approved biologist experienced with tricolored blackbird behavior will be retained by the Third-Party Project Proponent to monitor the nest throughout the nesting season and to determine when the young have fledged. The approved biologist will be on site daily while construction-related activities are taking place near the disturbance buffer. Work within the nest disturbance buffer will	Project's Environmental Document Avoidance and minimization measure BIO-27 incorporates this measure.

not be permitted. If the approved biologist determines that tricolored blackbirds are exhibiting agitated behavior, construction will cease until the buffer size is increased to a distance necessary to result in no harm or harassment to the nesting tricolored blackbirds. If the biologist determines that the colonies are at risk, a meeting with the Third-Party Project Proponent, Implementing Entity, and Wildlife Agencies will be held to determine the best course of action to avoid nest abandonment or take of individuals. The approved biologist will also train construction personnel on the required avoidance procedures, buffer zones, and protocols in the event that a tricolored blackbird flies into an active construction zone (i.e., outside the buffer zone).	
TCB-5 (Timing of Pesticide Use and Harvest Timing on Agricultural Preserves): On SSHCP Agricultural Preserves, pesticides (including herbicides) will not be applied from January 1 through July 15.	Not Applicable. Not within an SSHCP Agricultural Preserve.
Swainson's Hawk	
SWHA-1 (Swainson's Hawk Surveys): If modeled habitat for Swainson's hawk (Figure 3-25) is present within a Covered Activity's project footprint or within 0.25 mile of a project footprint, then an approved biologist will conduct a survey to determine if existing or potential nesting sites are present within the project footprint and adjacent areas within 0.25 mile of the project footprint. Adjacent parcels under different land ownership will be surveyed only if access is granted or if the parcels are visible from authorized areas. Nest sites are often associated with Riparian land cover, but also include lone trees in fields, trees along roadways, and trees around structures. Nest trees may include, but are not limited to, Fremont's cottonwood (*Populus fremontii*), oaks (*Quercus* spp.), willows (*Salix* spp.), walnuts (*Juglans* spp.), eucalyptus (*Eucalyptus* spp.), pines (*Pinus* spp.), and Deodar cedar (*Cedrus deodara*). The Third-Party Project Proponent will map all existing and potential nesting sites and provide these maps to the Local Land Use Permittees and Implementing Entity. Nesting sites must also be noted on plans that are submitted to a Local Land Use Permittee. See Chapter 10 for the process to conduct and submit survey information.	A biological survey was previously done to determine project impacts to special status wildlife species including the Swainson's Hawk. No active nests within 0.25 miles were identified.
SWHA-2 (Swainson's Hawk Pre-Construction Surveys): If existing or potential nest sites were found during surveys (SWHA-1), and construction activities will occur during the breeding season (March 1 through September 15), pre-construction surveys will be required to determine if active nests are present within a project footprint or within 0.25 mile of a project footprint. An approved biologist will conduct pre-construction surveys within 30 days and again within 3 days of ground-disturbing activities to determine presence of nesting Swainson's hawk. Pre-construction surveys will be conducted during the breeding season (March 1 through September 15). If a nest is present, then SWHA-3 and SWHA-4 will be implemented. The approved biologist will inform the Land Use Authority Permittee and Implementing Entity of species locations, and they in turn will notify the Wildlife Agencies. **<u>This AMM has been revised to reflect USFWS and/or CDFW permit conditions</u>**	Project's Environmental Document Avoidance and minimization measure BIO-25 incorporates this measure.
SWHA-3 (Swainson's Hawk Nest Buffer): If active nests are found within the project footprint or within 0.25 mile of any project-related Covered Activity, the Third-Party Project Proponent will establish a 0.25 mile disturbance buffer around the active nest until the young have fledged, with concurrence from the Wildlife Agencies.	Project's Environmental Document Avoidance and minimization measure BIO-25 incorporates this measure.
SWHA-4 (Swainson's Hawk Nest Buffer Monitoring): If nesting Swainson's hawks are present within the project footprint or within 0.25 mile of any project-related Covered Activity, then an approved biologist experienced with Swainson's hawk behavior will be retained by the Third-Party	Project's Environmental Document Avoidance and minimization measure

Project Proponent to monitor the nest throughout the nesting season and to determine when the young have fledged. The approved biologist will be on site daily while construction-related activities are taking place within the buffer. Work within the temporary nest disturbance buffer can occur with the written permission of the Implementing Entity and Wildlife Agencies. If nesting Swainson's hawks begin to exhibit agitated behavior, such as defensive flights at intruders, getting up from a brooding position, or flying off the nest, the approved biologist will have the authority to shut down construction activities. If agitated behavior is exhibited, the biologist, Third-Party Project Proponent, Implementing Entity, and Wildlife Agencies will meet to determine the best course of action to avoid nest abandonment or take of individuals. The approved biologist will also train construction personnel on the required avoidance procedures, buffer zones, and protocols in the event that a Swainson's hawk flies into an active construction zone (i.e., outside the buffer zone).	BIO-25 incorporates this measure.
SWHA-5 (Swainson's Hawk Nest Tree Avoidance): Project proponents shall avoid removal of Swainson's hawk nest trees active within the last 5 years, to the maximum extent practicable. Removal of occupied nest trees shall be timed outside of the Swainson's hawk nesting season, which would limit removal to October 1 through February 1, and shall not remove any occupied nest trees until the last young have fledged, as verified by the approved biologist. The Implementing Entity shall provide the number of Swainsons' hawk nest trees removed each year, along with nest locations, in each Annual Report submitted to CDFW. **<u>This AMM has been revised to reflect USFWS and/or CDFW permit conditions</u>**	No trees with current or historic nesting Swainson's hawk nesting sites were observed during the surveys and only a limited amount of large diameter trees could be potentially suitable for Swainson's hawk nesting within the Project area.
Greater Sandhill Crane – Measures Not Applicable – No GSHC Modeled Habitat - Removed From Table	
Western Burrowing Owl	
WBO-1 (Western Burrowing Owl Surveys): Surveys within modeled habitat are required for both the breeding and non-breeding season. If the project site falls within modeled habitat, an approved biologist will survey the project site and map all burrows, noting any burrows that may be occupied. Occupied burrows are often (but not always) indicated by tracks, feathers, egg shell fragments, pellets, prey remains, and/or excrement. Surveying and mapping will be conducted by the approved biologist while walking transects throughout the entire project site plus all accessible areas within a 250-foot radius from the project site. The centerline of these transects will be no more than 50 feet apart and will vary in width to account for changes in terrain and vegetation that can preclude complete visual coverage of the area. For example, in hilly terrain with patches of tall grass, transects will be closer together, and in open areas with little vegetation, they can be 50 feet apart. This methodology is consistent with current survey protocols for this species (California Burrowing Owl Consortium 1993). Adjacent parcels under different land ownership will be surveyed only if access is granted or if the parcels are visible from authorized areas. If suitable habitat is identified during the initial survey, and if the project does not fully avoid the habitat, pre-construction surveys will be required. Burrowing owl habitat is fully avoided if project-related activities do not impinge on a 250-foot buffer established by the approved biologist around suitable burrows. See Chapter 10 for the process to conduct and submit survey information.	A biological survey was done to determine project impacts to special status wildlife species including the Western Burrowing Owl. Although burrowing owl was not observed during the biological surveys, the species could occur within the project area.
WBO-2 (Western Burrowing Owl Pre-Construction Surveys): Prior to any Covered Activity ground disturbance, an approved biologist will conduct pre-construction surveys in all areas that were identified as suitable habitat during the initial surveys. The purpose of the pre-construction surveys is to document the presence or absence of burrowing owls on the project site, particularly in areas within 250 feet of construction activities. To maximize the likelihood of detecting owls, the pre-construction survey will last a minimum of 3 hours. The survey will begin 1 hour before sunrise and continue until 2 hours after sunrise (3 hours total), or begin 2 hours before sunset and continue until 1 hour after sunset. Additional time may be required for large project sites. A minimum of two pre-construction surveys will be conducted (if owls are detected on the first survey, a second survey	Preconstruction burrowing owl surveys following protocol outlined in WBO-2 and consistent with the AMM will be completed prior to any ground disturbance.

is not needed). All owls observed will be counted and their location will be mapped. Surveys will conclude no more than 2 calendar days prior to construction. Therefore, the Third-Party Project Proponent must begin surveys no more than 4 days prior to construction (2 days of surveying plus up to 2 days between surveys and construction). To avoid last-minute changes in schedule or contracting that may occur if burrowing owls are found, the Third-Party Project Proponent may also conduct a preliminary survey up to 15 days before construction. This preliminary survey may count as the first of the two required surveys as long as the second survey concludes no more than 2 calendar days in advance of construction.	
WBO-3 (Burrowing Owl Avoidance): If western burrowing owl or evidence of western burrowing owl is observed on the project site or within 250 feet of the project site during pre-construction surveys, then the following will occur: ***During Breeding Season***: If the approved biologist finds evidence of western burrowing owls within a project site during the breeding season (February 1 through August 31), all project-related activities will avoid nest sites during the remainder of the breeding season or while the nest remains occupied by adults or young (nest occupation includes individuals or family groups foraging on or near the site following fledging). Avoidance is establishment of a minimum 250-foot buffer zone around nests. Construction and other project-related activities may occur outside of the 250-foot buffer zone. Construction and other project-related activities may be allowed inside of the 250-foot non-disturbance buffer during the breeding season if the nest is not disturbed, and the Third-Party Project Proponent develops an avoidance, minimization, and monitoring plan that is approved by the Implementing Entity and Wildlife Agencies prior to project construction based on the following criteria: • The Implementing Entity and Wildlife Agencies approve of the avoidance and minimization plan provided by the project applicant. • An approved biologist monitors the owls for at least 3 days prior to construction to determine baseline nesting and foraging behavior (i.e., behavior without construction). • The same approved biologist monitors the owls during construction and finds no change in owl nesting and foraging behavior in response to construction activities. If there is any change in owl nesting and foraging behavior as a result of construction activities, the approved biologist will have authority to shut down activities within the 250-foot buffer. Construction cannot resume within the 250-foot buffer until any owls present are no longer affected by nearby construction activities, and with written concurrence from the Wildlife Agencies. If monitoring by the approved biologist indicates that the nest is abandoned prior to the end of nesting season and the burrow is no longer in use, the non-disturbance buffer zone may be removed if approved by the Wildlife Agencies. The approved biologist will excavate the burrow in accordance with the latest California Department of Fish and Wildlife guidelines for burrowing owl to prevent reoccupation after receiving approval from the Wildlife Agencies. The Implementing Entity and Wildlife Agencies will respond to a request from the Third-Party Project Proponent to review the proposed construction monitoring plan within 21 days. During Non-Breeding Season: During the non-breeding season (September 1 through January 31), the approved biologist will establish a minimum 250-foot non-disturbance buffer around occupied burrows. Construction activities outside of this 250-foot buffer will be allowed. Construction activities within the non-disturbance buffer will be allowed if the following criteria are met to prevent owls from abandoning over-wintering sites:	Avoidance and minimization measure BIO-23 incorporates this measure.

• An approved biologist monitors the owls for at least 3 days prior to construction to determine baseline foraging behavior (i.e., behavior without construction). • The same approved biologist monitors the owls during construction and finds no change in owl foraging behavior in response to construction activities. • If there is any change in owl foraging behavior as a result of construction activities, the approved biologist will have authority to shut down activities within the 250-foot buffer. • If the owls are gone for at least 1 week, the Third-Party Project Proponent may request approval from the Implementing Entity and Wildlife Agencies that an approved biologist excavate usable burrows and install one-way exclusionary devices to prevent owls from re-occupying the site. After all usable burrows are excavated, the buffer zone will be removed and construction may continue. Monitoring must continue as described above for the non-breeding season as long as the burrow remains active.	
WBO-4 (Burrowing Owl Construction Monitoring): During construction of Covered Activities, 250-foot construction buffer zones will be established and maintained around any occupied burrow. An approved biologist will monitor the site to ensure that buffers are enforced and owls are not disturbed. The approved biologist will also train construction personnel on avoidance procedures, buffer zones, and protocols in the event that a burrowing owl flies into an active construction zone.	Avoidance and minimization measures BIO-23 incorporates this measure. .
WBO-5 (Burrowing Owl Passive Relocation): Passive relocation is not allowed without the express written approval of the Wildlife Agencies. Passive owl relocation may be allowed on a case-by-case basis on project sites during the non-breeding season (September 1 through January 31) with the written approval of the Wildlife Agencies if the other measures described in this condition preclude work from continuing. Passive relocation must be done in accordance with the latest California Department of Fish and Wildlife guidelines for burrowing owl. Passive relocation will only be proposed if the burrow needing to be removed or with the potential to collapse from construction activities is the result of a Covered Activity. If passive relocation is approved by the Wildlife Agencies, an approved biologist can passively exclude birds from their burrows during the non-breeding season by installing one-way doors in burrow entrances. These doors will be in place for 48 hours to ensure that owls have left the burrow, and then the biologist will excavate the burrow to prevent reoccupation. Burrows will be excavated using hand tools only. During excavation, an escape route will be maintained at all times. This may include inserting an artificial structure into the burrow to avoid having materials collapse into the burrow and trap owls inside. Other methods of passive relocation, based on best available science, may be approved by the Wildlife Agencies over the 50-year Permit Term.	No burrowing owls were observed during surveys. Avoidance and minimization measures BIO-23 incorporates this measure.
WBO-6 (Burrowing Owl Timing of Maintenance Activities): All activities adjacent to existing or planned Preserves, Preserve Setbacks, or Stream Setback areas will be seasonally timed, when safety permits, to avoid or minimize adverse effects on occupied burrows.	Not Applicable. No existing or planned Preserves, Preserve Setbacks, or Stream Setback areas.
WBO-7 (Rodent Control): Rodent control will be allowed only in developed portions of a Covered Activity project site within western burrowing owl modeled habitat. Where rodent control is allowed, the method of rodent control will comply with the methods of rodent control discussed in the 4(d) Rule published in the U.S. Fish and Wildlife Service's (2004) final listing rule for tiger salamander.	Avoidance and minimization measure BIO-23 incorporates this measure during construction. Any long term maintenance activities are

	limited to the developed corridor.
Covered Raptor Species	
RAPTOR-1 (Raptor Surveys): If modeled habitat for a covered raptor species (Figures 3-20, 3-23, 3-24, or 3-28) is present within a Covered Activity's project footprint or within 0.25 mile of a project footprint, then an approved biologist will conduct a field investigation to determine if existing or potential nesting sites are present within the project footprint and adjacent areas within 0.25 mile of the project footprint. Adjacent parcels under different land ownership will be surveyed only if access is granted or if the parcels are visible from authorized areas. The Third-Party Project Proponent will map all existing or potential nesting sites and provide these maps to the Local Land Use Permittees and Implementing Entity. Nesting sites must also be noted on plans that are submitted to a Local Land Use Permittee. See Chapter 10 for the process to conduct and submit survey information.	A biological survey was done to determine project impacts to covered raptor species (White-tailed kite). Results of the survey are detailed in the NES.
RAPTOR-2 (Raptor Pre-Construction Surveys): Pre-construction surveys will be required to determine if active nests are present with a project footprint or within 0.25 mile of a project footprint if existing or potential nest sites are found during initial surveys and construction activities will occur during the raptor breeding season. An approved biologist will conduct pre-construction surveys within 30 days and 3 days of ground-disturbing activities within the proposed project footprint and within 0.25 mile of the proposed project footprint to determine presence of nesting covered raptor species. Pre-construction surveys will be conducted during the raptor breeding season. If a nest is present, then RAPTOR-3 and RAPTOR-4 will be implemented. The approved biologist will inform the Land Use Authority Permittee and Implementing Entity of species locations, and they in turn will notify the Wildlife Agencies.	Project's Environmental Document Avoidance and minimization measure BIO-27 incorporates this measure.
RAPTOR-3 (Raptor Nest/Roost Buffer): If active nests are found within the project footprint or within 0.25 mile of any project-related Covered Activity, the Third-Party Project Proponent will establish a 0.25 mile temporary nest disturbance buffer around the active nest until the young have fledged.	Project's Environmental Document Avoidance and minimization measure BIO-26 incorporates this measure.
RAPTOR-4 (Raptor Nest/Roost Buffer Monitoring): If project-related Covered Activities within the temporary nest disturbance buffer are determined to be necessary during the nesting season, then an approved biologist experienced with raptor behavior will be retained by the Third-Party Project Proponent to monitor the nest throughout the nesting season and to determine when the young have fledged. The approved biologist will be on site daily while construction-related activities are taking place within the disturbance buffer. Work within the temporary nest disturbance buffer can occur with the written permission of the Implementing Entity and Wildlife Agencies. If nesting raptors begin to exhibit agitated behavior, such as defensive flights at intruders, getting up from a brooding position, or flying off the nest, the approved biologist/monitor will have the authority to shut down construction activities. If agitated behavior is exhibited, the biologist, Third-Party Project Proponent, Implementing Entity, and Wildlife Agencies will meet to determine the best course of action to avoid nest abandonment or take of individuals. The approved biologist will also train construction personnel on the required avoidance procedures, buffer zones, and protocols in the event that a covered raptor species flies into an active construction zone (i.e., outside the buffer zone).	Project's Environmental Document Avoidance and minimization measure BIO-27 incorporates this measure.
Western Red Bat – Measures Not Applicable – No WRB Modeled Habitat - Removed From Table	

ITEM 8

MEETING DATE: February 27, 2026

TITLE: Notable Media Content (Receive and File)

PREPARED BY: Derek Minnema

RECOMMENDATION

Receive and File this media summary.

MEDIA SUMMARY

- Folsom puts Highway 50 trail underpass in gear – *The City of Folsom has advanced a design contract for a new Highway 50 trail undercrossing that will connect the city's north and south Class I trail networks for the first time, closing a long-standing gap in regional active transportation infrastructure. Once constructed, the undercrossing will connect Folsom's extensive trail network to the White Rock Road corridor, advancing a seamless regional bicycle and pedestrian spine linking Sacramento County and El Dorado County.* - **Gold Mountain CA News** *(*https://goldmountaincanews.com/news/338793/folsom-puts-highway-50-trail-underpass-in-gear/*)*

- Congressman Kevin Kiley Secures Federal Funding for Key Transportation and Housing Projects - *The recently secured federal funding includes a $2 million Community Project Funding allocation toward the White Rock Road Improvement Project* – **South Tahoe Now**
  https://southtahoenow.com/02/04/2026/new-federal-funding-secured-for-south-lake-tahoe-housing-project

- Waymos could be coming to Sacramento, but are we ready?
  Last month the California DMV approved new maps that greatly expanded the number of areas where Waymos can be tested, including Sacramento and Yolo counties. – **Cap City Radio**
  https://www.capradio.org/articles/2025/12/15/waymos-could-be-coming-to-sacramento-but-are-we-ready/

ITEM 9

MEETING DATE: February 27, 2026

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 12/31/2025

Kammerer Road

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

Grant Line Road

- 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, potholing activities, and engineering design.
- Continued coordination with FHWA regarding the USDOT RAISE grant.
- Continued coordination with Caltrans regarding the Designated Subrecipient Agreemetn for 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

- Finalize work on utility coordination and right of way certification for the White Rock Trail
- Continued work on 60% engineering design for ultimate corridor
- Continued work on 100% PS&E for the White Rock Trail project.
- Continued work on rail crossing planning
- Coordination with City of Folsom and El Dorado County regarding adjacent development infrastructure.

SUMMARY OF MITIGATION ACTIVITIES QUARTER ENDING 12/31/2025

- Continued maintenance activities on Connector conservation parcel
- Collaboration with conservation partners to identify potential mitigation properties to continue the open space preservation strategy.
- Prepare draft Annual Report of Covered Activities for the South Sacramento Conservation Agency.

ATTACHMENTS

a. Quarterly Reports

Project Name: Capital SouthEast Connector - Capital

Measure A Capital Projects

Quarterly Status Report

PROJECT INFO

Quarter Ended:	12/31/2025	Fiscal Year:	2026	Reporting Quarter:	2
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	Projected Spending by Fiscal Year 2026	500,000
Previous Contract(s) Spending:	$	(38,425,445)	2027	388,000
Current Contract Award:	$	4,700,000	2028	400,000
Current Contract Reimbursement:	$	(3,867,354)	2029	50,000
Expended This Quarter:	$		2030	0
Total Remaining:	$	832,646	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



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 agencies regarding the White Rock Trail. Completed 90% PS&E and acquired right of way for Trail project. Continued work on 60% design of D3b ultimate corridor and drainage

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 final bid documents, obtain right of way certification, and construtuion authorization. On-going rail crossing planning and work on D3b 60% ultimate corridor design . Continued coordination on funding

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:	12/31/2025	Fiscal Year:	2026	Reporting Quarter:	2
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	2026	800,000
Previous Contract(s) Spending:	$	0		2027	600,000
Current Contract Award:	$	2,000,000		2028	49,000
Current Contract Reimbursement:	$	(936,436)		2029	
Expended This Quarter:	$			2030	
Total Remaining:	$	1,063,564	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



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

Explanation of activities:

Continued coordination with FHWA and Caltrans regarding RAISE funding agreement. Continued utility coordination and potholing activities. Continued work on 60% ultimate corridor design and drainage analysis. Continued work on initial phases concepts. Coordination with City and County related to developments adjacent to the alignment. Initiated property appraisal work, 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:	12/31/2025	Fiscal Year:	2026	Reporting Quarter:	2
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	Projected Spending by Fiscal Year 2026	418,000
Previous Contract(s) Spending:	$	0	2027	0
Current Contract Award:	$	5,000,000	2028	0
Current Contract Reimbursement:	$	(4,729,057)	2029	0
Expended This Quarter:	$		2030	0
Total Remaining:	$	270,943	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



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
- Evaluation of project mitigation for the White Rock Rd Trail project, prepared SSCA authorization form, and purchased project mitigation (valley grassland) through the SSHCP.

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

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

ITEM 10

MEETING DATE: February 27, 2026

TITLE: Approve and Adopt the Financial Investment Policy

PREPARED BY: Osman Mufti, General Counsel

RECOMMENDATION

Adopt Resolution 2026-02, approving and adopting the Financial Investment Policy.

BACKGROUND

In FY 2023/24 the Authority adopted the County of Sacramento's Investment Policy because all funds held by the Connector JPA are on deposit in the Sacramento County Pooled Investment Fund (Investment Fund).

The County Board of Supervisors annually adopts an updated Investment Policy. To align with the County's Investment Policy, the Connector JPA also adopts the policy annually.

DISCUSSION

Financial Investment Policy

All Connector JPA funds are held in the County of Sacramento treasury (County Treasury). The County Treasury funds are invested in the Sacramento County Pooled Investment Fund (Investment Fund).

The Investment Fund is managed by the Sacramento County Director of Finance (Treasurer), who is responsible for making investments on behalf of the Connector JPA according to the Investment Fund's policy.

ATTACHMENTS

a. Resolution 2026-02
b. Sacramento County Annual Investment Policy of the Pooled Investment Fund

ITEM 10 a

RESOLUTION 2026-02

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY APPROVING THE ADOPTION OF THE FINANCIAL INVESTMENT POLICY

BE IT RESOLVED by the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") hereby approves and adopts the Financial Investment Policy, in substantially the same form as attached hereto.

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

* * * * *

PASSED AND ADOPTED this 27th day of February 2026, on a motion by Director _____, seconded by Director_____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Chairperson

ATTEST:

_____
Secretary

CAPITAL | SOUTHEAST CONNECTOR JPA
Connecting Communities

ITEM 11

MEETING DATE: February 27, 2025

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

PREPARED BY: Derek Minnema

RECOMMENDATION

This report provides an update on federal and state transportation funding and legislative developments.

SUMMARY

At the federal level, the agency is advancing a RAISE grant agreement, a submitted BUILD discretionary grant application, a secured Community Project Funding earmark, and active engagement in surface transportation reauthorization discussions.

At the state level, we are positioning the project for competitive funding through the Local Partnership Program and the Trade Corridor Enhancement Program, while monitoring legislative changes affecting regional transportation planning.

SURFACE TRANSPORTATION REAUTHORIZATION (2027–2031)

Congress is actively preparing the next five-year surface transportation authorization bill. House and Senate committees are targeting a spring release of legislative text, with bipartisan agreement to pass a multi-year bill prior to the September 30 deadline. There is currently no discussion of a short-term extension. If required, funding would continue at the record $72.1 billion level authorized for Fiscal Year 2026. Federal highway funds are expected to continue flowing uninterrupted, providing continuity for both ongoing and new transportation projects.

Recent projections from the Congressional Budget Office indicate that Highway Trust Fund revenues outperformed prior forecasts in 2025 by approximately $2 billion. Updated revenue assumptions reduce the projected funding gap for the next authorization cycle by roughly $30 billion. However, Congress must still identify approximately $220 billion in additional revenue to support investment growth beyond baseline levels.

FEDERAL RAISE GRANT AGREEMENT

The RAISE federal grant agreement was submitted to FHWA with the County and City of Rancho Cordova as co-signers. A $20.5 million funding shortfall remains identified within the overall construction package. Staff continues coordination with the Couty and City on this issue.

BUILD GRANT APPLICATION – WHITE ROCK ROAD

The agency submitted a BUILD discretionary grant application to USDOT for the White Rock Road Improvement Project. Local development impact fee revenues are programmed within the federally approved TIP, $2 million in federal Community Project Funding has been secured, and the total project cost reflected in the TIP listing is $5.2 million.

COMMUNITY PROJECT FUNDING

The Connector secured a FY 2026 Community Project Funding earmark supported by bipartisan members of the California congressional delegation. Ongoing coordination with House and Senate offices ensures full delegation awareness and protects the appropriation during implementation. Earmark support strengthens leverage in discretionary competitions and reinforces congressional recognition of the Connector's regional freight and mobility significance.

FEDERAL REGULATORY ENVIRONMENT

The U.S. Environmental Protection Agency recently finalized a rule eliminating the 2009 Greenhouse Gas Endangerment Finding and rescinding federal vehicle greenhouse gas emission standards. While this action does not alter criteria pollutant standards, it will influence long-range planning assumptions embedded in federal transportation regulations.

CA SENATE BILL 1087

California Senate Bill 1087, authored by Senator Cabaldon, proposes to reduce the frequency with which metropolitan planning organizations must prepare a Sustainable Communities Strategy within their Regional Transportation Plan. Beginning January 1, 2027, only every second RTP update would require an SCS. The bill also proposes shifting $25 million in annual planning grants under the Road Maintenance and Rehabilitation Program from a competitive structure to a population-based formula allocation. While greenhouse gas targets remain unchanged, the measure signals a

recalibration of SB 375 implementation and may reduce modeling burdens and compliance costs for regional planning agencies.

LOCAL PARTNERSHIP PROGRAM

The agency is working closely with Sacramento County, the City of Rancho Cordova, and the Sacramento Transportation Authority to identify the Connector as a top regional priority for the upcoming Local Partnership Program competitive cycle. The LPP provides state matching funds to jurisdictions that have adopted voter-approved transportation sales taxes. Coordinated regional prioritization significantly improves competitiveness in this program.

TRADE CORRIDOR ENHANCEMENT PROGRAM

The California Transportation Commission has encouraged the agency to pursue funding through the Trade Corridor Enhancement Program. TCEP aligns directly with the Connector's goods movement function, freight reliability benefits, and regional economic role. Pursuing both LPP and TCEP represents a disciplined dual-track state funding strategy that leverages local sales tax revenues and freight mobility policy objectives.

HIGHWAY 50 CORRIDOR MANAGEMENT AND BLUEPRINT INTEGRATION

The consultant firm Jacobs has advised that Blueprint projects will be re-included in the US 50 Corridor Management Plan following regional feedback. This plan sets priorities under the SB 1 Solutions for Congested Corridors Program. Having alignment with the Sacramento Area Council of Governments Blueprint framework and protects long-range consistency between corridor management strategies and adopted regional plans. Maintaining Blueprint alignment is essential for state and federal funding eligibility.

ITEM 12

MEETING DATE: February 27, 2026

TITLE: Update on Connector Federal Funding Application (BUILD) to USDOT for White Rock Road (Receive and File)

PREPARED BY: Matt Lampa

RECOMMENDATION

Receive and file an update on the Capital SouthEast Connector Joint Powers Authority's (Connector JPA) submittal of a FY 2026 Better Utilizing Investments to Leverage Development (BUILD) Grant application to the U.S. Department of Transportation (USDOT) for construction of the White Rock Road Improvement Project (Connector Segment E1) in El Dorado County.

BACKGROUND

On February 23, 2026, the Connector JPA submitted an application to USDOT under the FY 2026 BUILD discretionary grant program requesting $8,000,000 in federal funding to support the construction phase of the White Rock Road Improvement Project (Connector Segment E1).

The BUILD program provides competitive discretionary grants for surface transportation projects that deliver significant local or regional impact, with priority given to safety, mobility and community connectivity, economic competitiveness, quality of life, and state of good repair.

Connector Segment E1 widen approximately one mile of White Rock Road from a two-lane facility to a four-lane divided multimodal corridor between the Sacramento/El Dorado County Line and Latrobe Road. The project closes a critical gap in the Capital SouthEast Connector and provides parallel east–west capacity to U.S. Highway 50, a major National Highway System corridor.

PROJECT SUPPORT

The application demonstrates strong multi-jurisdictional and bipartisan support, including letters from:

- U.S. Senator Adam Schiff

- Representatives Kevin Kiley and Ami Bera
- El Dorado County Supervisors George Turnboo and Greg Ferrero
- Sacramento County Supervisor Rosario Rodriguez
- Cities of Folsom and Rancho Cordova
- Sacramento Transportation Authority

This broad support reflects the project's regional importance and collaborative coordination across county lines and municipal boundaries.

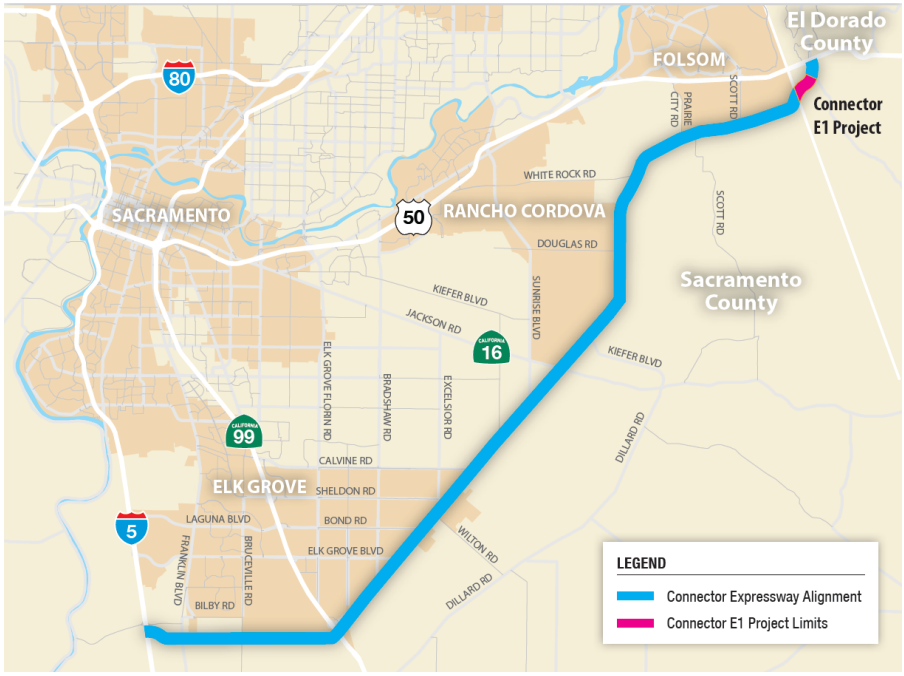
USDOT anticipates announcing FY 2026 BUILD awards by June 28, 2026.

CAPITAL | SOUTHEAST
CONNECTOR JPA
Connecting Communities

SEGMENT E1 IMPROVEMENTS
BUILD GRANT PROGRAM

Segment E1 represents a critical piece of the broader Capital SouthEast Connector, a 34-mile complete street corridor in Sacramento and El Dorado Counties connecting Interstate 5, SR 99, and US 50.

The Project (Segment E1) extends 1.2 miles along White Rock Road from the El Dorado County line to Manchester/Latrobe Road. Segment E1 includes four travel lanes, buffered bike lanes, a hardscape median, and rubberized asphalt to improve safety, traffic operations, and long-term pavement performance. Planned traffic signals will further enhance circulation and address key safety concerns along the corridor. Segment E1 is fully designed, and most right of way has already been secured by the Connector JPA, with only limited additional acquisitions expected to complete the project.



COST ESTIMATE

BUILD Request	**$8,000,000**
Appropriations Act 2026	**$2,000,000**
Local Match	**$340,000**
Total	**$10,340,000**

SCHEDULE

ROW Certification	**May 2027**
CON Authorization	**July 2027**
Contract Award	**December 2027**
Begin Construction	**March 2028**
Finish Construction	**June 2030**
Project Closeout	**June 2031**



Existing Conditions

KEY BENEFITS

- **Improved travel times, safer operations, and better access to jobs and regional business centers.**
- **Supports regional economic growth. The project improves primary access to the El Dorado Hills Business Park and Town Center, two major employment and activity centers in the region.**
- **Enhances quality of life. A unique buffered bicycle design strengthens the multi-modal network and creates a safer, more comfortable experience for people walking, biking, and rolling.**

Proposed Project



ITEM 13

MEETING DATE: February 27, 2026

TITLE: Update on the White Rock Road Class I Trail (Receive and File)

PREPARED BY: Matt Lampa

RECOMMENDATION

Receive and file an update on the White Rock Road Class I Trail and provide input as desired.

BACKGROUND AND STATUS

In 2023 the Connector JPA received $4M of Congressionally Directed Spending (FY23 Appropriations Act) to advance design, ROW, and construction of a Class I Trail north of White Rock Road in the City of Folsom (City) and El Dorado County (County). The Project limits are from East Bidwell Street to just west of Savannah Parkway, and Empire Ranch Road to Stonebriar Drive.

The Connector JPA led the design and right-of-way acquisition phases in collaboration with the City and County. Regular project development team meetings were held with City and County Staff to provide input and maintain multi-jurisdictional alignment.

Preconstruction activities are complete and the Project is ready for construction authorization (E-76). The City of Folsom will administer construction of the Project per the MOU approved by the Board in November 2025 and City Council in December 2025.

PROJECT STATUS

Milestone	Status
PS&E	Complete – January 2026
ROW Certification	Complete – December 2025
Environmental Clearance	Complete - NEPA revalidation November 2025
JPA/City CON Admin MOU	Complete – JPA Board/City Council Approved: November 2025/December 2025
CON Authorization (E-76)	March/April 2026
Begin Construction	June/July 2026

CONSTRUCTION AUTHORIZATION AND ADVERTISEMENT

Staff has prepared the Construction Request for Authorization (CON RFA) package for submittal to Caltrans by the City of Folsom. Upon approval of the CON RFA—anticipated in March/April 2026—Caltrans will issue the E-76 and execute the Program Supplement Agreement, authorizing the City to seek reimbursement for eligible construction-phase costs.

The City anticipates advertising the project for construction in April, with construction beginning in June/July 2026 and completion expected in summer/fall 2027.

The Project represents a significant improvement to the corridor by delivering new active transportation facilities along White Rock Road, where none currently exist, and by connecting to existing bicycle and pedestrian facilities within the Folsom Plan Area and into El Dorado County.

ITEM 14

MEETING DATE: February 27, 2026

TITLE: Update on SACOG Adoption of the 2025 Blueprint (Receive and File)

PREPARED BY: Derek Minnema

RECOMMENDATION

Receive and file this update on the adopted 2025 Blueprint prepared by SACOG

BACKGROUND

In November 2025, the SACOG Board of Directors formally adopted the 2025 Blueprint, which serves as the region's federally required Metropolitan Transportation Plan (MTP) and California Sustainable Communities Strategy (SCS) covering the planning horizon through 2050.

Under federal law, the regional MTP establishes the fiscally constrained transportation investment program for the six-county region and is the controlling planning document for projects seeking federal participation through the Federal Highway Administration and the Federal Transit Administration.

The Blueprint programs approximately $41 billion in transportation investments over the life of the plan, with over half dedicated to maintenance and state of good repair, and approximately $7.6 billion allocated to roadway expansion focused on major bottlenecks and growth-serving corridors.

CAPITAL SOUTHEAST CONNECTOR CORRIDOR

The Capital SouthEast Connector corridor is included within the adopted Blueprint and the fiscally constrained transportation program. The project is reflected in a phased configuration consistent with realistic funding assumptions within the 25-year planning horizon.

The adopted plan includes certain segments of the corridor in a two-lane configuration. This reflects current funding conditions and the regional emphasis on deliverable, fundable projects within the constrained horizon. The ultimate four-lane configuration remains conceptually identified in local circulation elements; however, the Blueprint

models and programs the phased facility consistent with what can reasonably be funded. Importantly:

- The corridor remains included in the federally compliant regional plan.
- The project remains eligible for federal participation.
- The phased approach preserves long-term optionality should funding conditions evolve in future MTP updates.

FEDERAL COMPLIANCE

From a federal planning perspective, the adopted Blueprint satisfies statutory requirements for:

- A minimum 20-year planning horizon
- Fiscal constraint
- Air quality conformity
- Inclusion of regionally significant projects

Inclusion in the adopted MTP is the key requirement for federal eligibility. The Capital SouthEast Connector corridor remains included within that framework.

FISCAL AND STRATEGIC REALITY

The current funding environment prioritizes:

- State of good repair
- Safety improvements
- Freight reliability
- Multimodal integration
- Climate resilience

Large-scale capacity expansion projects in developing-edge corridors face significant funding constraints at both the federal and state levels. The adopted Blueprint reflects this fiscal reality while maintaining the corridor's inclusion in the regional transportation network.

CONCLUSION

The 2025 SACOG Blueprint is now the governing regional transportation plan through 2050. The Capital SouthEast Connector corridor remains included within the adopted, federally compliant, fiscally constrained program in a phased configuration aligned with current funding conditions.

Capital SouthEast Connector

Included in the Adopted 2025 SACOG Blueprint
Metropolitan Transportation Plan / Sustainable Communities Strategy • 2020–2050



CORRIDOR – PLAN STATUS

The Capital SouthEast Connector corridor is included in the adopted plan. Importantly, multiple segments of the Connector are already constructed and operational. The Blueprint reflects those completed improvements as part of the region's existing transportation network and establishes the corridor as an active facility rather than a conceptual alignment, and ensures that regional traffic modeling reflects real-world conditions.

For remaining segments, the Blueprint reflects a fiscally realistic phasing strategy within the 25-year planning horizon. Certain segments are programmed as two-lane improvements based on current funding assumptions. This does not eliminate the long-term capacity potential of the corridor; rather, it reflects the federal requirement that regional plans be fiscally constrained and based on reasonably anticipated revenues. Only projects that can be delivered within that revenue forecast may be programmed at full scope.

IMPORTANCE OF PLAN STATUS

The Blueprint programs approximately $41 billion in regional transportation investments, and the Connector corridor appears across multiple programmed segments in the fiscally constrained project list, meaning it has cleared the federal threshold for eligibility and can continue advancing with federal and state participation.

The majority of segments are already in the Metropolitan Transportation Improvement Program with committed funding and near-term delivery targets. The project spans multiple jurisdictions: Elk Grove, Sacramento County, Rancho Cordova, Folsom, and El Dorado County, and includes roadway, safety, realignment, and multimodal components including a Class I multi-use path. Environmental clearance is approved on key segments.

PHASED IMPROVEMENTS AND FISCAL REALITY

The JPA is advancing the project within realistic fiscal constraints. The current plan phases the corridor in a way that reflects what can be funded today, while preserving the ability to scale the facility as funding conditions improve. The Blueprint is a fiscally constrained plan. Federal regulations require that only reasonably anticipated revenues be programmed within the 25-year horizon. Within that constraint:

- Certain future segments are reflected as two-lane improvements.
- This represents a phased delivery strategy consistent with current state and federal funding conditions.
- The phased approach does not preclude future capacity enhancements should funding and regional priorities evolve in subsequent MTP updates.

This approach preserves eligibility while avoiding overcommitment to unfunded ultimate buildout assumptions.

FEDERAL COMPLIANCE

Inclusion of the Connector corridor, both existing and phased segments, within the adopted Blueprint satisfies the fundamental federal requirement that regionally significant projects appear in the Metropolitan Transportation Plan in order to remain eligible for federal participation.

ITEM 15

MEETING DATE: February 27, 2026

TITLE: Update on the Grant Line Road Improvement Implementation Agreement Between Sacramento County and Cordova Hills, LLC (Receive and File)

PREPARED BY: Derek Minnema

RECOMMENDATION

Receive and file this update on the Grant Line Road Improvement Implementation Agreement Between Sacramento County and Cordova Hills, LLC.

BACKGROUND

On February 10, 2026, the Sacramento County Board of Supervisors adopted a Resolution authorizing execution of an Improvement Implementation Agreement with Cordova Hills, LLC for the Town Center Village – Phase 1 project.

The Agreement addresses transportation-related Conditions of Approval (COAs) imposed under the Cordova Hills Special Planning Area (SPA) Ordinance that require roadway and intersection improvements tied to defined Dwelling Unit Equivalent (DUE) thresholds. Rather than requiring the developer to directly construct these improvements, the Agreement shifts delivery responsibility to Sacramento County, with the developer providing stipulated funding contributions. These improvements are included within the Sacramento County Transportation Development Fee/Transit Impact Fee (SCTDF/TIF) Program.

COA #53 overlays the Connector Segment D2 and requires construction of roadway shoulders on Grant Line Road between Douglas Road and White Rock Road. Under the Implementation Agreement, the developer will contribute $1,417,637 representing the stipulated direct construction cost associated with the shoulder widening, payable prior to issuance of the 250th building permit.

CONNECTOR SEGMENT D2 – GRANT LINE ROAD RECONSTRUCTION

The Connector JPA is currently advancing final design and right-of-way acquisition for reconstruction of Grant Line Road between Chrysanthy Boulevard and White Rock Road (Segment D2).

It is important to clarify that the scope assumed under COA #53 is not equivalent to the Connector project scope.

Original COA #53 Assumption
The COA #53 funding amount was calculated based on:

- Adding 6-foot shoulders to an existing two-lane roadway,
- Minimal grading and drainage modifications,
- Limited utility relocation, and
- Limited right-of-way acquisition.

Connector Project Scope
By contrast, the Connector project includes:

- Full roadway reconstruction,
- Realignment of portions of the corridor,
- Construction of a two-lane divided roadway,
- Inside and outside shoulders for each travel lane,
- Median construction,
- New drainage infrastructure,
- Utility relocation,
- Comprehensive right-of-way acquisition.

The Connector project is therefore a complete corridor reconstruction rather than a surface widening project.

CONCLUSION

The Cordova Hills Improvement Implementation Agreement shifts delivery of COA #53 from the developer to Sacramento County, with a stipulated contribution of $1.42 million. While the Agreement anticipates integration of the required shoulder improvements into the Connector Segment D2 project, the funding amount is calculated based on a limited shoulder retrofit concept rather than the full reconstruction cross-section currently being delivered.

As a result, the COA #53 contribution is expected to represent only a partial offset toward the actual cost of shoulder construction within the Connector project. Staff will continue coordination with Sacramento County to ensure appropriate allocation of these funds and to evaluate funding sufficiency as the project advances.

ATTACHMENTS

a. Improvement Implementation Agreement Between Sacramento County and Cordova Hill, LLC.
b. County Staff Report regarding the Improvement and Implementation Agreement

Attachment b

COUNTY OF SACRAMENTO
CALIFORNIA

For the Agenda of:
February 10, 2026

To: Board of Supervisors

Through: David Villanueva, County Executive

Dave Defanti, Deputy County Executive
Community Services Agency

From: Ron E. Vicari, Director, Department of Transportation

Subject: Authorize The Director Of The Department Of Transportation To Execute An Improvement Implementation Agreement With Cordova Hills, LLC, A California Limited Liability Company (Continued From January 27, 2026; Item No. 13)

Supervisorial District(s): Rodriguez

District(s): Rodriguez

RECOMMENDED ACTION

Adopt the Resolution authorizing the Director of the Department of Transportation to execute an Improvement Implementation Agreement between Cordova Hills, LLC, a California Limited Liability Company, and the County of Sacramento.

BACKGROUND

The Board of Supervisors (Board) conducted hearings on the Cordova Hills project on December 12, 2012, January 29, 2013 and March 12, 2013. During the March 2013 hearing, the Board adopted several entitlements associated with the project, including an Ordinance creating the Cordova Hills Special Planning Area (Sacramento County Zoning Code Section 613-10), which included the Cordova Hills Master Plan (CHMP or Master Plan), a Development Agreement, and a Public Facilities Financing Plan. On April 23, 2013, the Board approved a Large Lot Tentative Subdivision Map to create 154 parcels for the purpose of creating legal parcels corresponding to villages within the Cordova Hills SPA.

On June 2, 2016, the Planning Director approved a package of Minor Amendments to the Master Plan pursuant to Section 9.2.2.2 of the Master Plan. The approved amendments included relocation of uses within University Village, changes to pedestrian and bicycle trails, addition of area to the CHMP Main Avoided Area Land Use Designation, and modification of a drive in Ridgeline Village subdivision.

On June 16, 2016, a Finding of Substantial Conformance was issued for both the proposed University Village Tentative Subdivision Map (PLNP2015-00123) and the Ridgeline Village Tentative Subdivision Map (PLNP2015-00124) that allowed them to proceed to hearing. The Planning Commission approved Small Lot Tentative Subdivision Maps for the proposed University Village and Ridgeline Village subdivisions on October 17, 2016. These tentative maps remain valid through the life of the Development Agreement (March 13, 2043).

On August 21, 2018, the Board approved amendments to the General Plan, Bicycle Master Plan, and Cordova Hills Special Planning Area (SPA) Ordinance to reflect removal of proposed improvements within Avoided Areas of the Master Plan to comply with the South Sacramento Habitat Conservation Plan.

On August 29, 2018, the Planning Director approved another package of Minor Amendments to the Master Plan. These included addition of land to the CHMP Avoided Area, repositioning of a roadway in Town Center Village, adjustment of boundaries between Recreation and Recreation 2 Land Use Designations, removal of improvements in Avoided Areas, and revisions to language related to Master Plan amendments.

On August 29, 2018, the Planning Director approved another package of Minor Amendments to the Master Plan. These included addition of land to the CHMP Avoided Area, repositioning of a roadway in Town Center Village, adjustment of boundaries between Recreation and Recreation 2 Land Use Designations, removal of improvements in Avoided Areas, and revisions to language related to Master Plan amendments.

On January 23, 2023, the Planning Commission approved 1) a Minor Amendment to the Cordova Hills SPA Ordinance, Section 613-18.7- Cordova Hills Master Plan; and 2) a Phased Tentative Subdivision Map to divide approximately 180 acres, referred to as the 'Town Center Village- Phase 1' area, into 553 lots, subject to Findings and Conditions.

IMPROVEMENT IMPLEMENTATION AGREEMENT FOR TOWN CENTER VILLAGE – PHASE 1

The approvals and entitlements for Town Center Village – Phase 1 ("Project") require various transportation improvements to be constructed, consistent with timing triggers in the Cordova Hills SPA Ordinance. These improvements and right of way dedications are required to meet service demands at various intervals as final maps are recorded and buildable lots are approved for the Project. These include the following conditions of approval (COAs) from the SPA Ordinance, which are expected to be triggered at the noted level of dwelling unit equivalents (DUE's) during Phase 1:

- #53: Shoulders on Grant Line Road from White Rock Road to Douglas Road (250 DUEs)
- #54: Grant Line Road/Jackson Road: add second EB/WB through lanes, add NB/SB left turn pockets (250-500 DUEs)
- #55: Jackson Road/Sunrise Blvd: add second NB through lane and right turn pocket, convert eastbound right turn pocket to second through lane (500 DUEs)

The proposed improvement implementation agreement specifies how the Project will fulfill its obligations under the SPA Ordinance.

For COA #53 (Grant Line Road shoulders), Cordova Hills, LLC will pay a stipulated amount of $1,417,637, representing the direct (hard construction) costs of the shoulder widening, before exceeding the 250th unit. This amount is not expected to be adequate to cover the entire costs of the project (i.e. including engineering/design, right of way acquisition, and environmental review). However, the Sacramento County Department of Transportation (SacDOT) anticipates that the Capital SouthEast Connector project will be in progress at the time the shoulder widening is triggered. The scope of the Connector improvements meets and exceeds the scope of improvements required by COA #53. Therefore, SacDOT is comfortable integrating the COA #53 improvements into the Connector project. There is a potential risk that delays to the Connector project could force SacDOT to deliver the shoulder improvements as a standalone project, resulting in a need to expend approximately $5.64M in additional Sacramento County Transportation Development Fee/Transit Impact Fee (SCTDF/TIF) revenue on the shoulder widening. However, it should be noted that were Cordova Hills, LLC to be required to construct the roadway shoulders, this would effectively also commit SCTDF/TIF revenue, due to the credit and reimbursement provisions of that program.

For COA #54 (Grant Line Road/Jackson Road intersection improvements), SacDOT will design and construct the improvements, with all project costs funded by Cordova Hills, LLC. Design, right of way, and environmental costs will be funded at the time of issuance of the first production occupancy permit. At the time the Board approves plans and specifications to construct an improvement, Cordova Hills, LLC will fund the construction of that improvement. As this project is included in the SCTDF/TIF program, Cordova Hills, LLC will be eligible for credit/reimbursement of the project costs.

For COA #55 (Jackson/Sunrise intersection improvements), the City of Rancho Cordova is the lead agency for an intersection improvement project. The City of Rancho Cordova's project would construct improvements meeting and exceeding the scope of the improvements described in COA #55. The County is financially contributing its fair share to the City's project. If the City project is completed before the 500 DUE trigger is reached, this condition would be considered fulfilled. In the event the City improvements are not completed in time, SacDOT and Cordova Hills, LLC will meet and confer to determine the Project's obligations, which may include additional funding and/or construction of transportation improvements consistent with COA #55. Upon reaching a mutually agreeable arrangement, the Parties would then execute an amendment to this Agreement, subject to the Board's approval.

FINANCIAL ANALYSIS

The estimated costs of the improvements that would be funded by Cordova Hills, LLC is $1,417,638 for COA #53 and $1,302,551 for COA #54. These amounts would be paid to the County at the times specified in the Agreement and are subject to adjustment consistent with the SCTDF/TIF Annual Adjustment procedures outlined in Section 16.87.140 of the Sacramento County Code. Cordova Hills, LLC would be eligible for fee credits and/or reimbursements, subject to the provisions of the SCTDF/TIF program. Should the Capital Southeast Connector project be delayed and the County required to construct the COA #53 shoulder improvements as a standalone project, SacDOT will need to allocate an additional $5,640,500 from the SCTDF/TIF.

Attachment(s):
RES - Authorizing Execution Of An Improvement Implementation Agreement
ATT 1 – Braden Improvement Implementation Agreement

WHEN RECORDED RETURN TO:

DEPARTMENT OF TRANSPORTATION
COUNTY OF SACRAMENTO
4111 BRANCH CENTER ROAD
SACRAMENTO, CA 95827

MAIL CODE: _____
TELEPHONE: (916) 874-_____
FAX NO.: (916) 874-7831

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

IMPROVEMENT IMPLEMENTATION AGREEMENT WITH CORDOVA HILLS, LLC (Cordova Hills Special Planning Area)

THIS IMPROVEMENT IMPLEMENTATION AGREEMENT ("**Agreement**") is made and entered into on _____, 2025 by and between CORDOVA HILLS, LLC, a California limited liability company ("**OWNER**") and COUNTY OF SACRAMENTO, a political subdivision of the State of California ("**COUNTY**"). **OWNER** and **COUNTY** shall sometimes be referred to collectively as the "**Parties**."

Recitals

A. OWNER owns certain real property ("**Property**") located within the Cordova Hills Special Planning Area ("**SPA**") in the unincorporated County and has received various approvals and entitlements, including tentative map approval, from the COUNTY's Board of Supervisors ("**County Board**") to develop said property for the project commonly known as "Town Center Village – Phase 1" (PLNP2021-00161; PLNP2008-00142) ("**Project**"). The Project is depicted on the map attached hereto and incorporated herein as Exhibit A.

B. The approvals and entitlements issued by COUNTY for the Project were conditioned, among other things, on OWNER's construction of various transportation improvements and dedication of rights-of-way to meet service demands at various intervals, as building permits issued for the Project. These conditions are set forth not only in project-specific conditions of approval but in the SPA Ordinance (Ordinance No. SCZ2013-0003) adopted by the County Board on March 12, 2013 ("**SPA Conditions**"). The SPA Conditions, an excerpt of which is attached hereto and incorporated herein as Exhibit B, apply to all individual parcels seeking to develop within the SPA and address roadway infrastructure construction and fair share funding obligations, with associated timing thresholds for the performance of such obligations, that are imposed by COUNTY on developers of real property within the SPA.

C. Since the County Board approved the Project and the SPA Conditions, COUNTY has developed new strategies for addressing the financial burdens of front-loading the construction of transportation mitigation improvements within COUNTY's various plan areas, including the Cordova Hills SPA, and the County Board has endorsed shifting the obligation to construct high-priority capital projects from developers to COUNTY while still requiring property owners within the SPA to mitigate the impacts of their development projects based on their fair share of the impacts.

E. The County Board is authorized to defer, waive, or otherwise amend the mechanism for complying with OWNER's construction obligations under the SPA Conditions if it determines that traffic impacts will occur later in the development process, or that delivery by COUNTY of the subject transportation improvements will promote the public interest. OWNER desires to proceed with phased construction of the Project, and COUNTY and OWNER agree that the transportation improvements set forth in Exhibit B are more appropriately delivered by COUNTY pursuant to strategies endorsed by the County Board for the SPA.

F. COUNTY and OWNER now desire to enter into this Agreement to identify the transportation improvements to be delivered by COUNTY instead of OWNER and the timing of such delivery, and establish a mechanism to ensure the costs of delivering transportation improvements necessitated by the Project are timely funded by OWNER based on the Project's fair share.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

Agreement

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Delivery of Transportation Improvements**. COUNTY shall design, construct, and deliver the transportation improvements described in SPA Condition Nos. 53, 54, and 55, as set forth in Exhibit B (collectively, "**County-Delivered Improvements**"). The locations of the County-Delivered Improvements are depicted in Exhibit C, attached hereto and incorporated herein by reference.

3. **Funding of County-Delivered Improvements**. OWNER shall fund each of the County-Delivered Improvements as follows:

A. Condition No. 53 Improvements: Construction of shoulders on both sides of Grant Line Road from Douglas Road to White Rock Road. OWNER and COUNTY recognize that the Grant Line Road segment between Douglas Road and White Rock Road (the same segment as in Condition No. 53) is currently under design for roadway widening and realignment. This project is substantially funded by federal/state grants and development-funded sources. Therefore, construction of standalone shoulders to the existing roadway is not desired or needed. Instead, the owner shall contribute funds for the shoulder portion of the future roadway in compliance with Condition No. 53.

(i) OWNER shall pay for shoulders the amount of $1,417,637 (2025$) representing the direct cost stipulated for the segment described in Condition No. 53 prior to issuance of the 250th building permit and as further described in Exhibit D. OWNER shall pay this amount within 30 days of receipt of an invoice from COUNTY. This amount shall be adjusted consistent with the Annual SCTDF and TIF Adjustment, as outlined in the SCC, Section 16.87.140.

(ii) OWNER and COUNTY agree and acknowledge that the funds paid to satisfy Condition No. 53 are necessitated not only by the Project's service demand needs, but also by other development and as such will be fully fee-credited towards payment of SCTDF/TIF Program Fees at building permit issuance. Consequently, COUNTY shall use its best efforts to secure additional funding sources to pay for or contribute toward the cost of the Condition No. 53 Improvements. These may include, but are not limited to, federal/state grants or development-funded sources.

(iii) In the event a combination of COUNTY-secured additional funding and OWNER's contributions under the preceding sections (i) and (ii) exceeds COUNTY's actual costs in constructing Condition No. 53 improvements, OWNER's required contributions shall be reduced to an amount necessary to cover COUNTY's actual costs, and the remainder refunded.

(iv) OWNER agrees and acknowledges that COUNTY may, at its discretion, construct additional improvements beyond the scope of that which would be required to satisfy Condition No. 53. In such case, OWNER's payment shall be applied toward the project cost, including additional improvements. The Project shall have no responsibility toward the funding or construction of additional improvements beyond those required to satisfy the scope of Condition No. 53 as identified in Paragraph 3(A)(ii), above.

B. Condition No. 54 Improvements: Reconstruction and Widening of Intersection at Grant Line Road and Jackson Road (State Route 16)

(i) OWNER shall advance funds to COUNTY in the amount of $211,943 (2025$) for design, environmental review, and right-of-way acquisition costs associated with COUNTY's delivery of the Condition No. 54 Improvements, and as more particularly described in Exhibit D. OWNER shall pay this amount at the time of issuance of the first production occupancy permit and as described in sections 3.D and 3.F below. OWNER shall pay this amount within 30 days of receipt of an invoice from COUNTY. This

amount shall be adjusted consistent with the Annual SCTDF and TIF Adjustment, as outlined in the SCC, Section 16.87.140.

(ii) OWNER shall pay COUNTY's Engineer's Estimate of costs for construction of the Condition No. 54 Improvements in the amount of $1,302,551 ($2025) and as further described in Exhibit D. This amount shall be paid at the issuance of the 250th building permit. This amount shall be adjusted consistent with the Annual SCTDF and TIF Adjustment, as outlined in the SCC, Section 16.87.140. OWNER shall pay the adjusted construction cost of this amount within 30 days of receipt of an invoice from COUNTY, which invoice shall be sent by COUNTY only after the project issuance of the 250th building permit and the County Board awards the contract to a general contractor who is the lowest responsible builder. Should the County pursue construction of this improvement prior to Cordova Hills reaching 250th building permit, Cordova Hills shall deliver its fair share (20%) of construction cost minus the cost spent for design, RW acquisition, and environmental reviews to the County within 30 days of invoice. This payment will satisfy condition #54.

(iii) OWNER and COUNTY agree and acknowledge that Condition No. 54 Improvements are necessitated not only by the Project's service demand needs, but also by other development. Consequently, COUNTY shall use its best efforts to secure additional funding sources to pay for or contribute toward the cost of the Condition No. 54 Improvements. These may include, but are not limited to, federal/state grants or development-funded sources.

(iv) In the event a combination of COUNTY-secured additional funding and OWNER's contributions under the preceding sections (i) and (ii) exceeds COUNTY's actual costs in constructing Condition No. 54 improvements, OWNER's required contributions shall be reduced to an amount necessary to cover COUNTY's actual costs and the remainder refunded.

(v) OWNER agrees and acknowledges that COUNTY may, at its discretion, construct additional improvements beyond the scope of that which would be required to satisfy Condition No. 54. In such case, OWNER's payment shall be applied toward the project cost, including additional improvements. The Project shall have no responsibility toward the funding or construction of additional improvements beyond those required to satisfy the scope of Condition No. 54.

C. Condition No. 55 Improvements: Reconstruction and Widening of Intersection at Sunrise Boulevard and Jackson Road (State Route 16)

(i) The Parties agree and acknowledge that the City of Rancho Cordova is pursuing an intersection project at this location that includes the construction of improvements exceeding the scope and configuration of the Condition No. 55 Improvements ("City Project"). The Parties further anticipate that construction of the City Project may be completed before issuance of the 500th building permit for the Project. To date, the City has adequate funding for design, ROW acquisition and environmental clearance. It has not yet finalized a source for construction funding. To facilitate this early construction requirement, the County has agreed to commit $800,000 (2013$) in SCTDF revenue for funding of the intersection. SACDOT will obtain all necessary federal and state permits needed for construction, and there shall be no moratorium on Cordova Hills development if SACDOT does not obtain the permits.

(ii) If construction of the City Project is completed prior to such trigger, then COUNTY shall waive SPA Condition No. 55 for the Project. However, in the event the City Project is not completed prior to the 500th building permit issuance, COUNTY and OWNER shall meet and confer to determine the manner in which OWNER will be required to fulfill SPA Condition No. 55, which will include a payment of a fair-share cost of the improvement costs, estimated to be 8%, as defined in SPA Condition No. 55.

D. COUNTY recognizes that the Southeast Connector Segment D2 improvements will have substantial impacts on wetland habitat that must be mitigated prior to construction of the improvements based on SSHCP requirements. OWNER is a holder of certain HCP wetland mitigation credits that may be transferred to COUNTY to offset the portion of the cost associated with Conditions 53, 54, and 55. Upon request of the County, the OWNER will transfer these credits to the County with the 5% discount prior to construction of this improvement.

E. Payments to COUNTY. All payments to COUNTY pursuant to this section 3 shall be made by check, payable to the County of Sacramento, mailed to: County of Sacramento, P.O. Box 1587, Sacramento, CA 95812. Payments shall reference "Cordova Hills Improvement Implementation Agreement" and the associated County-Delivered Improvement(s) for which payment is being made.

F. Eligibility for Credits and Reimbursements. These County-Delivered Improvement are designated or otherwise included in the Sacramento County Transportation Development Fee and Transit Impact Fee Program ("**SCTDF/TIF Program**"), OWNER shall be eligible to receive fee credits and/or reimbursements for payment of the costs associated with such County-Delivered Improvement. Any such credit or reimbursement shall require a separate agreement as set forth in Sacramento County Code ("**SCC**") chapter 16.87.

4. **Payment of Other Applicable Fees**. The Parties acknowledge that, in addition to the payments required in section 3 above, OWNER is required to pay (credits may be used) the Sacramento County Transportation Development Fee ("**SCTDF**") and Transit Impact Fee ("**TIF**") as set forth in SCC chapter 16.87 and SCTDF/TIF Program documents; and its fair share of the costs of roadway improvements necessary to serve the Project, as set forth in the SPA Conditions, project-specific conditions of approval, and the SPA Public Facilities Financing Plan (collectively, "**Fee Obligations**"). OWNER shall pay all Fee Obligations associated with development of the Property at the times, and in the manner, set forth in SCC chapter 16.87 and the SPA Conditions and project-specific conditions of approval, as applicable, except as otherwise provided in this Agreement. These fees may be offset by credit and reimbursement agreements for funding or construction of the public improvements included in the SCTDF/TIF Program.

5. **Satisfaction of Conditions**. The Parties acknowledge and agree that OWNER's payment of the costs identified in Section 3 of this Agreement satisfy the SPA Conditions, project-specific conditions of approval, and applicable CEQA mitigation measures with respect to OWNER's development of the Property. In this regard, COUNTY acknowledges that OWNER shall have satisfied its obligations relative to the construction of transportation improvements described in SPA Condition Nos. 53, 54, and 55, and shall be entitled to obtain building permits for up to 850 dwelling unit equivalents (DUEs), consistent with the Conditions of Approval for the project. Furthermore, immediately upon payment of the agreed amounts, the OWNER shall be entitled to fee credits and their transfer to third-party users regardless of the timing of the construction for the specified improvements.

6. **Project Status.** This Agreement is conditioned upon the existence of valid and effective tentative maps and associated development entitlements and approvals for the Project. OWNER shall obtain any required extensions of such maps, entitlements, and approvals from County consistent with SCC and Sacramento Zoning Code processes and requirements, as applicable.

7. **Potential Future Adjustments to Lots and Approved Projects.** COUNTY acknowledges that OWNER may need to adjust the land use, location, size, number, and/or configuration of lots within the Property, as currently reflected in Exhibit A, to reflect changes in market conditions and product lines during the term of this Agreement and prior to OWNER's obtaining 250th building permit for the Project. If any such changes in the location, size, number, and/or configuration of lots are made by OWNER to the Project, and provided COUNTY has consented to such changes, OWNER and COUNTY shall at such time meet and confer to consider any impact(s) such changes may have on OWNER's obligations under this Agreement and amend this Agreement as appropriate. COUNTY's Director for the Department of Transportation ("**SacDOT Director**") is authorized to execute an amendment made pursuant to this section on behalf of COUNTY.

8. **Term**. The term of this Agreement shall commence on the date first written above ("**Effective Date**") and remain in effect until issuance of the final

building permit for the Project or December 31, 2040, whichever is later. The SacDOT Director is authorized to extend this term upon mutual agreement of the Parties.

9. **SacDOT Director**. The SacDOT Director shall administer this Agreement on behalf of COUNTY, and is authorized to execute, in addition to those amendments described in sections 7 and 8 above, amendments to the scope of construction obligations, timing of construction and payment obligations, and other amendments required to implement any policies, transportation mitigation strategies, or SPA-related documents approved by the County Board after the Effective Date of this Agreement that fall within the purview of SacDOT.

10. **Notices**. All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

If to Owner:

Cordova Hills, LLC
5241 Arnold Avenue
McClellan, CA 95652
Attn: Olga Sciorelli
E-mail: osciorelli@somerswest.com

If to County:

County of Sacramento
Department of Transportation
4111 Branch Center Road
Sacramento, CA 95827
Attn: Ron Vicari
E-mail: vicarir@saccounty.gov

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery; by overnight courier service; or by electronic mail. Any notice given by electronic mail shall be deemed given on the day sent, provided it is sent on a business day during normal business hours; otherwise, it will be deemed sent on the next business day. Any notice given by registered or certified mail, return receipt requested, shall be deemed to have been given on the date receipt was acknowledged to the postal authorities. Either party may, by written notice to the other in the manner aforesaid, change the address to which notices addressed to it shall thereafter be mailed.

11. **County Discretion**. Nothing in this Agreement is intended to, or shall be interpreted as, limiting or restricting COUNTY's proper exercise of its discretion in implementing the SPA Conditions or other SPA-related policy, program, or document. Except as otherwise provided herein, COUNTY reserves complete and absolute discretion and authority regarding the implementation of any County Board-approved

entitlement, plan, report, strategy, or document that would otherwise affect the timing, manner, and scope of OWNER's construction and payment obligations associated with development of the Property.

12. **Termination**. This Agreement is executed upon reliance on each and every condition herein, and each of the conditions is a material and essential condition to the Parties' execution of this Agreement. Except for causes beyond the reasonable control of OWNER, if OWNER fails to comply with any of the conditions and obligations imposed hereunder, COUNTY shall have the right to terminate this Agreement. Before terminating this Agreement, COUNTY shall provide thirty (30) days written notice to OWNER setting forth the basis for the notice of termination and providing OWNER with 60 days to cure.

In the event COUNTY terminates this Agreement pursuant to this section, COUNTY shall promptly require OWNER to construct the transportation improvements described in SPA Condition Nos. 53, 54, and 55, as set forth in Exhibit B, in accordance with the timelines and timing triggers set forth in the SPA Conditions and project-specific conditions of approval for the Project, as applicable. County shall also provide Owner with all design and environmental review documentation and all other materials related to the construction of these improvements. County shall also provide, within thirty (30) days, a refund to Owner of any unspent funds paid or advanced by Owner.

13. **Indemnification**. OWNER shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, officials, directors, agents, employees and volunteers from and against any and all third party claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the breach of this Agreement, except to the extent caused solely by COUNTY'S gross negligence or willful misconduct.

14. **Insurance**. OWNER shall procure and maintain, for the duration of the Agreement, Commercial General Liability insurance with limits no less than $1,000,000 per occurrence. The COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the liability policy with respect to liability arising out of work or operations performed by or on behalf of OWNER. For any claims related to this Agreement, OWNER'S insurance coverage shall be primary and non-contributory as respects to COUNTY, its officers, officials, employees, and volunteers.

15. **Miscellaneous**.

15.1 **Attorneys' Fees**. If any Party commences an action against another Party to interpret or enforce any of the terms of this Agreement or because of the breach by such Party of any of the terms hereof, the losing Party shall pay to the prevailing Party reasonable attorneys' fees, costs and expenses and court costs and other costs of action incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment.

15.2 **Construction and Interpretation**. It is agreed and acknowledged by the Parties that the provisions of this Agreement have been arrived

at through negotiation, and that all Parties have had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

15.3 **Further Assurances**. The Parties agree to execute such additional instruments and to undertake such actions as may be necessary to effectuate the intent of this Agreement.

15.4 **Prior Agreements**. This Agreement constitutes the entire contract between OWNER and COUNTY regarding the subject matter stated herein. Any prior agreements, whether oral or written, between OWNER and COUNTY are hereby terminated effectively upon full execution of this Agreement.

15.5 **No Joint Venture**. No partnership, joint venture, or association of any kind between OWNER and COUNTY is formed by this Agreement. The only relationship between COUNTY and OWNER is that of a governmental entity regulating the development of private property and the owner(s) of such private property.

15.6 **Governing Law; Venue; Parties in Interest**. This Agreement shall be governed by the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.

15.7 **Successors and Assigns; Obligations Run with the Land**. This Agreement shall bind the successors, assigns and transferees of OWNER and COUNTY in the same manner as if they were expressly named. OWNER's obligations stated herein shall run with the land. This Agreement shall automatically be terminated, without any further action by the Parties or need to record any additional document, with respect to any single-family residential lot, upon completion of construction and issuance by COUNTY of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by a homebuilder/developer to a bona fide good faith purchaser.

15.8 **Time of the Essence**. Time is of the essence of this Agreement.

15.9 **Headings**. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

15.10 **Counterparts**. This Agreement may be executed in duplicate counterparts and shall be deemed executed when signed by both parties. Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal

effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

15.11 **Counting of Days**. If a Party is required to complete the performance of an obligation under this Agreement by a date certain and such date is a Saturday, Sunday, or a State or Federal holiday (collectively, a "**Nonbusiness Day**"), then the date for the completion of such performance will be the next succeeding day that is not a Nonbusiness day.

15.12 **Severability**. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be disregarded and this Agreement shall continue in effect unless enforcement of this Agreement without the invalidated provision would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party hereof of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.

15.13 **Exhibits**. All exhibits which are referred to herein and which are attached hereto or bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.

15.14 **Amendments**. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought. COUNTY's SacDOT Director is authorized to execute amendments to this Agreement as described in section 9 above.

15.15 **Authority to Execute**. Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By: _____
Ron Vicari, Director
Department of Transportation

Date: _____

Signed by the Director under the authority delegated by Resolution Number
_____

Agreement approved by
Board of Supervisors:

Agenda Date: _____

Item Number: _____

Resolution: _____

CORDOVA HILLS, LLC, a California limited liability company

By: _____
Charles Somers, Manager

Date: _____

Reviewed and Approved by County Counsel:

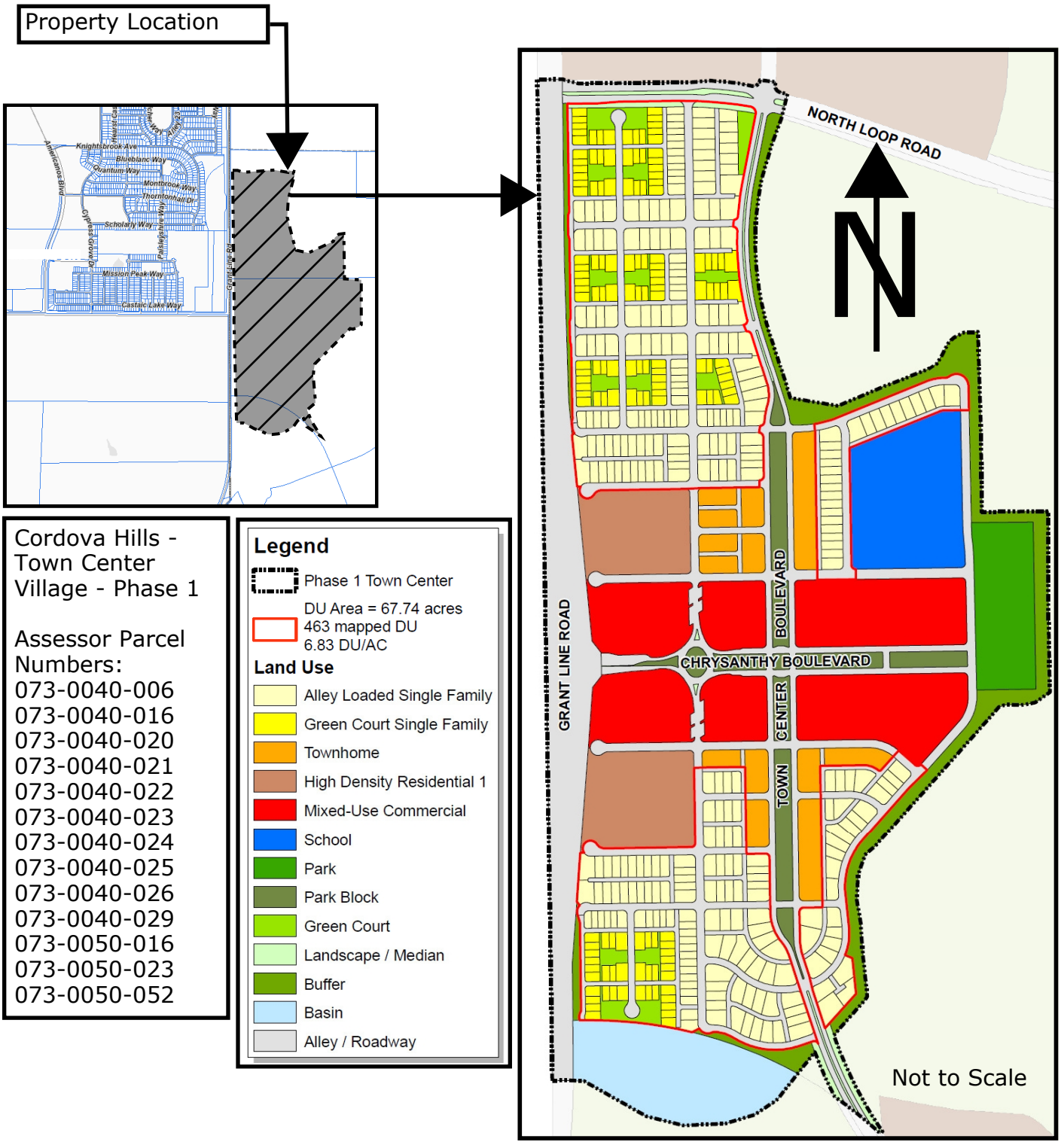
By: _____
Amanda McDermott, Deputy County Counsel

Date: _____

EXHIBIT A

Map of Property

EXHIBIT A
Map Depicting The Property



Cordova Hills - Town Center Village - Phase 1

Assessor Parcel Numbers:
073-0040-006
073-0040-016
073-0040-020
073-0040-021
073-0040-022
073-0040-023
073-0040-024
073-0040-025
073-0040-026
073-0040-029
073-0050-016
073-0050-023
073-0050-052

Legend

Phase 1 Town Center
DU Area = 67.74 acres
463 mapped DU
6.83 DU/AC

Land Use

- Alley Loaded Single Family
- Green Court Single Family
- Townhome
- High Density Residential 1
- Mixed-Use Commercial
- School
- Park
- Park Block
- Green Court
- Landscape / Median
- Buffer
- Basin
- Alley / Roadway

EXHIBIT B

Cordova Hills Special Planning Area
Project Conditions
Roadway Improvement Triggers – Department of Transportation
CONDITION NOs. 53, 54 and 55
(2018 revisions to ensure consistency with the Capital Southeast Connector Project are shown in redline)

EXHIBIT B

Cordova Hills Special Planning Area
Project Conditions
Roadway Improvement Triggers – Department of Transportation
CONDITION NOS. 53, 54, 55 AND 56

(2018 revisions to ensure consistency with the Capital Southeast Connector Project are shown in redline)

Offsite Roadway Improvement Trigger Conditions. Improvements on Grant Line Road shall be coordinated with the County Department of Transportation and the Capital Southeast Connector Joint Powers Authority (Connector JPA). The nature and extent of the following improvements will depend on the timing of the improvements on Grant Line Road necessary to provide appropriate access to Cordova Hills and the timing of Connector improvements along this common segment of Grant Line Road, a future Connector Expressway segment. In order not to impede or delay the development of the Cordova Hills Project, Cordova Hills may install interim improvements; provided that to the extent feasible, throw away improvements are minimized, improvements are compatible with the most recently adopted Connector Project Design Guidelines (Connector PDG), and consultation with the Connector JPA occurs. Depending on the timing of construction of Connector JPA improvements that will fully mitigate for specific Cordova Hill's impact, at the request of Cordova Hills and upon approval by the County Department of Transportation and the County Environmental Coordinator and with consultation with the Connector JPA, a Cordova Hills cash in-lieu of improvements directed to the Connector JPA and for the express use of funding those improvements that mitigate for the Cordova Hills impact shall be considered as equivalent improvements. If a finding of equivalency is made, such an in-lieu payment shall fully satisfy Cordova Hills' mitigation obligations as established by the EIR and the Conditions of Approval. Applicable to conditions of approval number ~~Improvements on Grant Line Road and White Rock Road east of Grant Line Road shall be coordinated with the County Department of Transportation and the Capital Southeast Connector Joint Powers Authority (Connector JPA). The nature and extent of the improvements will depend on the timing of the improvements to meet level of service standards on impacted roadway segments and intersections and the timing of Connector improvements along common segments of Grant Line Road and White Rock Road, a future Connector Expressway segment. Until such time that the Connector JPA establishes final horizontal and vertical roadway alignments for the Connector roadway, interim improvements may be implemented provided that to the extent possible, throw away improvements are minimized, improvements are compatible with the most recently adopted Connector Project Design~~

~~Guidelines (Connector PDG), and consultation with the Connector JPA occurs. Upon establishment of final horizontal and vertical roadway alignments for the Connector roadway, improvements on the Connector roadway alignment should be, to the greatest extent feasible, consistent with the most recently adopted Connector PDG. Depending on the timing of construction of Connector JPA improvements that will fully mitigate for specific Cordova Hill's impact, at the request of Cordova Hills and upon approval by the County Department of Transportation and the County Environmental Coordinator and with consultation with the Connector JPA, a Cordova Hills cash in lieu of improvements directed to the Connector JPA and for the express use of funding those improvements that mitigate for the Cordova Hills impact shall may be considered as equivalent improvements. Applicable to conditions of approval number~~ 53, 54, 56, 57, 58, 60, 61, 62, 63, 64, 65, 66, 68, 69, 73, 74, 77.a, and 80

Construction of the improvements identified in each phased condition below (by the developer of the Cordova Hills Project or by another entity) must begin prior to the applicable trigger being exceeded. Once construction of the relevant improvement has begun, it is permissible for additional development to proceed beyond the cap identified in the Dwelling Unit Equivalent (DUEs) trigger, provided that construction continues to progress and is completed to the satisfaction of the Department of Transportation prior to reaching the next chronological set of DUE triggers or an additional 500 DUEs (whichever occurs first).

Prior to the recordation of the final maps for residential land uses or issuance of building permits for non-residential land uses (including the University) for 250 Dwelling Unit Equivalents (DUEs) within the Cordova Hills SPA:

53. Commence construction of shoulders on both sides of the existing roadway segment of Grant Line Road from Douglas Road to White Rock Road to the satisfaction of the Department of Transportation, provided that the County and the City of Rancho Cordova have reached agreement for construction of the portion of the improvements within the City's jurisdiction. Performance of this condition shall be held in abeyance pending such agreement and development may continue. It is the intent that these shoulders shall be designed and constructed to standard (six foot); however; flexibility in the design and construction of these shoulders will be allowed along the segment to avoid natural resources and their associated buffers.

Prior to the recordation of the final maps for residential land uses or issuance of building permits for non-residential land uses (including the University) for 500 Dwelling Unit Equivalents (DUEs) within the Cordova Hills SPA:

54. Commence reconstruction and widening of the existing intersection of Grant Line Road at Jackson Road (State Route 16) pursuant to the Sacramento County Improvement Standards and to the satisfaction of the Department of Transportation, provided that the County, Caltrans and the City of Rancho Cordova have reached agreement for construction of the portion of the improvements within the City's jurisdiction. Improvements shall include a traffic signal modification to accommodate an eastbound through lane, an eastbound through-right turn shared lane, and an eastbound left turn lane; a westbound through lane, a westbound through-right turn shared lane, and a westbound left turn lane; a northbound through-right lane, and a northbound left turn lane; and a southbound shared through-right turn lane, and a southbound left turn lane. The traffic signal phasing in the north-south on Grant Line Road shall be changed from split phase to provide protected left turn phasing. The east-west phasing on Jackson Road (State Route 16) will remain protected left turn phasing. Prior to the time of issuance of the first building permit, and again before the issuance of the building permit for the 1,000th DUE, updated intersection analyses shall be performed by County that include this intersection. The timing of this intersection improvement may be revised to preserve the County's LOS E standard, and may increase or decrease the DUE trigger for the construction of this improvement, but shall not require the improvement any sooner than 250 DUEs. If the DUE trigger for the construction of the foregoing intersection improvements is lowered, then Developer shall make commercially reasonable efforts to commence the improvements prior to the lower DUE being exceeded; however, the development of the Cordova Hills Project shall not be suspended or delayed so long as Developer has made reasonable efforts to commence construction prior to exceeding the lower DUE trigger. Developer shall make a contribution to the costs of each updated intersection analyses to be conducted for this and three other intersections in an amount not to exceed $2,000, with the total Developer contribution for both analyses not to exceed $4,000.

55. Commence reconstruction and widening of the existing intersection of Sunrise Boulevard at Jackson Road (State Route 16) pursuant to the Sacramento County Improvement Standards and to the satisfaction of the Department of Transportation and Caltrans, provided that the County, Caltrans and the City of Rancho Cordova have reached agreement for construction of the portion of the improvements within the City's jurisdiction. Improvements shall include an eastbound through lane, an eastbound through-right turn shared lane, and an eastbound left turn lane; a northbound left turn lane, two northbound through lanes, and a right turn lane; one westbound through lane, a westbound right turn lane, and a westbound left turn lane; a southbound through lane, a southbound left turn lane, and a southbound right turn lane. Note: The two eastbound and northbound through lanes shall be carried through the intersection.

EXHIBIT C

Locations of County-Delivered Improvements

EXHIBIT C
Locations of County-Delivered Improvements

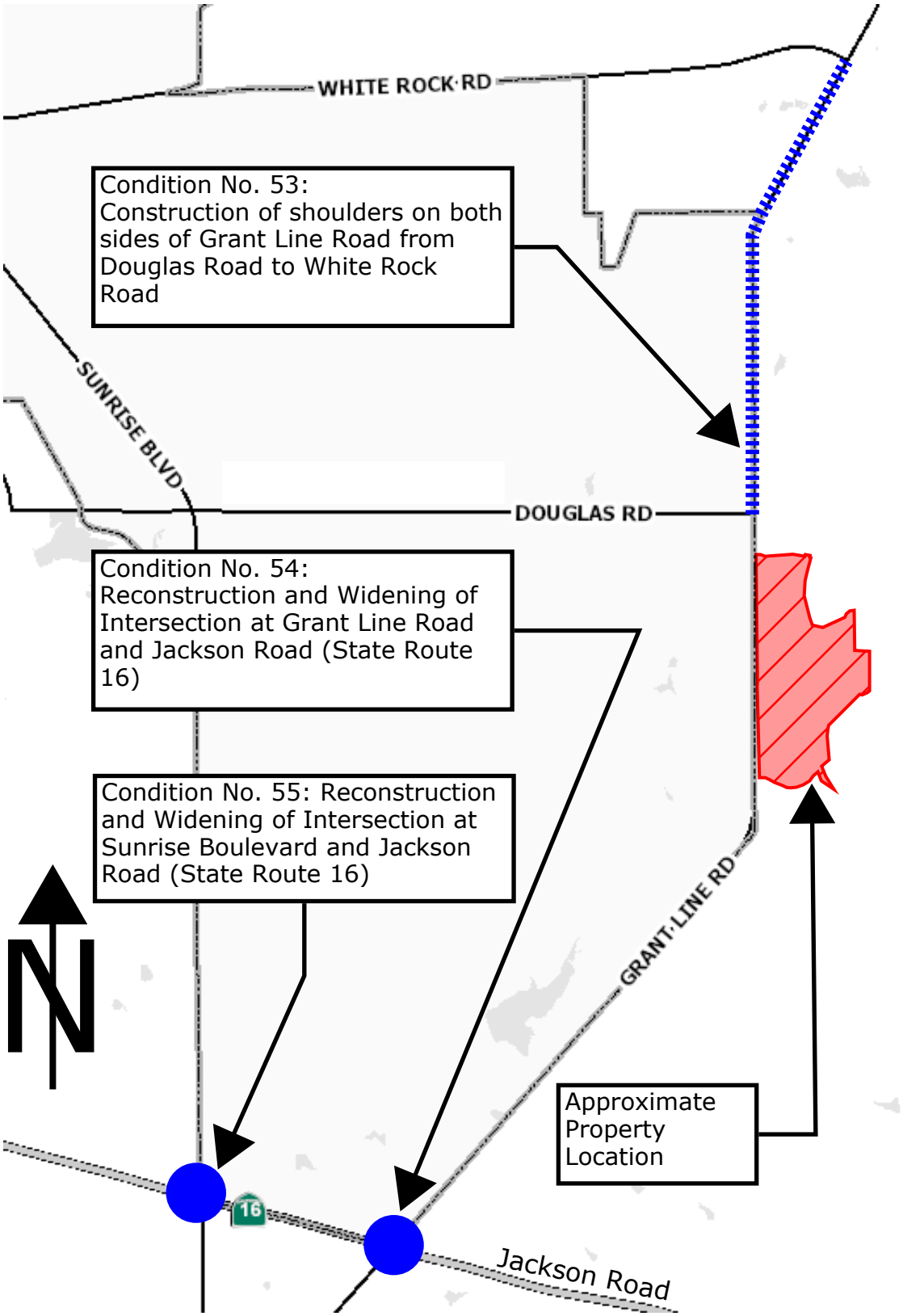


EXHIBIT D

Estimated Costs of County-Delivered Improvements

EXHIBIT D

Estimated Costs of County-Delivered Improvements

Condition	Cost	Design/ROW/ Environmental	Construction
COA #53: Construction of shoulders on both sides of Grant Line Road from Douglas Road to White Rock Road	$1,417,638[1]	N/A	$1,417,638
COA #54: Reconstruction and Widening of Intersection at Grant Line Road and Jackson Road (State Route 16)	$1,514,494	$211,943	$1,302,551
COA #55: Reconstruction and Widening of Intersection at Sunrise Boulevard and Jackson Road (State Route 16)	TBD, if applicable [2]	TBD, if applicable [2]	TBD, if applicable [2]

Note:

[1] Represents direct costs only.
[2] If improvement is not constructed by others prior to reaching prior to the 500th building permit, County and Owner shall meet and confer to determine the manner in which COA #55 will be fulfilled.

All costs shown in 2025 dollars, and shall be adjusted consistent with the Annual SCTDF and TIF Adjustment, as outlined in the SCC, Section 16.87.140.