



JOHN HIDAHL
El Dorado County

DON NOTTOLI
Sacramento County

KERRI HOWELL - CHAIR
City of Folsom

DAVID SANDER
City of Rancho Cordova

PATRICK HUME
City of Elk Grove

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

Date: Friday, September 24, 2021, 8:30 a.m. to 10:30 a.m.

Meeting Location: A Regular Teleconference Meeting of the Capital SouthEast Connector JPA Board of Directors will be held exclusively via teleconference in light of COVID-19 restrictions on public gatherings. The meeting will be conducted in accordance with the Ralph M. Brown Act, California Government Code 54950, *et seq.* and Executive Order N-29-20. This meeting will be held via Zoom. Join the meeting on your computer or mobile device:

<https://us02web.zoom.us/j/88941552338?pwd=Qy9meWZaVkRDaWp1eU90K000Zklrdz09>

Meeting ID: 889 4155 2338

Passcode: 544216

To join the meeting by phone: 669-900-6833 **or** 346-248-7799

Public Comment:

The Connector JPA welcomes, appreciates, and encourages public participation in the Board Meeting. If you wish to submit a comment to be read aloud at the meeting, please email your comment to ConnectorSupport@SacCounty.net by **3:00 p.m. on September 23, 2021** and your comment will be read aloud at the meeting.

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

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

AGENDA

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

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

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

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

4. Executive Director's Report: September Update

Consent Calendar Items

5. Approve Action Minutes of the August 27, 2021, Regular Teleconference Board Meeting

Discussion and Action Items

6. Authorize the Executive Director to execute an amendment to the Memorandum of Understanding with the City of Elk Grove related to Connector Segment A1 and A2 Project Approval and Environmental Document Phase
 - Resolution 2021-25
7. Authorize the Executive Director to execute an amendment to the Memorandum of Understanding with the City of Folsom related to construction of Connector Segment D3
 - Resolution 2021-26
8. Announcements or Final Comments from Board Members

ADJOURN

The next meeting of the Capital SouthEast Connector JPA Board will be held on
October 29, 2021

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

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

NOTICE REGARDING CHALLENGES TO DECISIONS

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

GOVERNMENT CODE 54957.5 et seq.

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

ADA COMPLIANCE STATEMENT

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

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



ITEM 4

MEETING DATE: September 24, 2021

TITLE: Executive Director's Report for September 2021

PREPARED BY: Derek Minnema

Each month the Executive Director provides a report the Board. The Executive Director will provide an oral update on the activities of the agency during the month of September at the meeting.

ITEM 5

MEETING DATE: September 24, 2021

TITLE: Action Minutes of the August 27, 2021, Regular Teleconference Board Meeting

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Action Minutes of the August 27, 2021, Regular Teleconference Board Meeting.

ACTION MINUTES

The Capital SouthEast Connector JPA Board of Directors met in regular session on August 27, 2021, via teleconference.

Call to Order Chair Howell called the meeting to order at 8:32 a.m.

Roll Call Present: Directors Hidahl, Howell, Hume, Nottoli*, Sander
*Directors Nottoli joined the meeting at 8:33 a.m.

Public Comments on Non-Agenda Items

Public comment was received by Dan Cockcroft.

Open Session

Item #4: Executive Director's Report

The Board received Executive Director Minnema's comprehensive oral report for August 2021 and the Executive Director briefly reviewed the report with the Board and the public.

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

Consent Calendar Items

A motion was made by Director Hume and seconded by Director Sander 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 May 28, 2021 Board Meeting

Item #6: Accept an update on State Funding and Legislation

Item #7: Accept an update on Federal Funding and Legislation

Item #8: Approve Release of a Request for Proposals for Consulting Services related to Project Performance Benefits Analysis - Resolution 2021-15

Item #9: Authorize the Executive Director to Execute an Agreement with Sloan Sakai Yeung & Wong LLP for Legal Services - Resolution 2021-16

Item #10: Authorize the Executive Director to Execute an Agreement with Madrone Ecological Consulting, LLC for Environmental Mitigation Services - Resolution 2021-17

Item #11: Support an Amendment to the 2021-24 Metropolitan Transportation Improvement Program for Connector Segment D2 (Grant Line Road between White Rock Rd and Jackson Rd) - Resolution 2021-18

Item #12: Support the Connector Project as a Priority in California's Interregional Transportation Strategic Plan - Resolution 2021-19

Item #13: Accept an Update on Connector Construction Projects

Item #14: Accept a summary of Connector related media

Public comment was received by Jim Gillum on the consent items.

Discussion and Action Items

Item #15: Authorize the Executive Director to Analyze, Evaluate, and Purchase Mitigation through the South Sacramento Habitat Conservation Plan, including Kammerer Road and Scott Road

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

A motion was made by Director Hume and seconded by Director Sander 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 PURCHASE MITIGATION THROUGH THE IN-LIEU FEE PROGRAM INSTRUMENT OF THE SOUTH SACRAMENTO CONSERVATION AGENCY CONSISTENT WITH THE ADOPTED BOARD BUDGET AND FUND CONNECTOR MITIGATION PURCHASES AND ALL RELATED MITIGATION EXPENSES THROUGH THE AGREEMENT WITH STA UNDER THE SGIP WITH RESOLUTION 2021-20.

No public comment was received on this item.

Item #16: Update on Connector Segment D2 – Scott Road and consider the following action:

- 1) Adopting an Addendum to the Final Tiered Initial Study with Mitigated Negative Declaration for Segment D3/E1 – Resolution 2021-21**
- 2) Authorize the Executive Director to Approve the Final Bid Package, Advertise the Project for Construction, and release an RFP for Construction Engineering Services – Resolution 2021-22**
- 3) Authorize the Executive Director to execute an Amendment to the Agreement for Engineering Services with Mark Thomas & Company, Inc. - Resolution 2021-23**
- 4) Authorize the Executive Director to execute an MOU with the City of Elk Grove to exchange funding – Resolution 2021-24**

Executive Director Minnema introduced the item and Matt Lampa, Principal Civil Engineer, provided a presentation summarizing the item.

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

THE BOARD OF DIRECTORS (“BOARD”) OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY (“CONNECTOR JPA”) RESOLVES AS FOLLOWS WITH RESOLUTION 2021-21:

1. THE BOARD OF DIRECTORS GAVE FULL AND LEGAL NOTICE OF A PUBLIC HEARING TO CONSIDER AND ACT UPON THE ADDENDUM AND THE PROJECT, AND A PUBLIC HEARING WAS DULY HELD ON AUGUST 27, 2021.

2. THE BOARD OF DIRECTORS HAS REVIEWED AND CONSIDERED THE INFORMATION CONTAINED IN THE FINAL IS/MND, INCLUDING ALL COMMENTS AND RESPONSES TO COMMENTS, AND HAS CONSIDERED THE ADDENDUM TO THE FINAL IS/MND PRIOR TO MAKING ITS DETERMINATION ON THE FINAL PLANS FOR THE REALIGNMENT OF SCOTT ROAD.

3. AN ADDENDUM TO THE FINAL IS/MND WAS PREPARED THAT PROVIDES ANALYSIS AND CITES SUBSTANTIAL EVIDENCE THAT SUPPORTS THE FOLLOWING DETERMINATIONS BY THE BOARD:

- A. THERE ARE NO SUBSTANTIAL CHANGES PROPOSED FOR THE PROJECT THAT WILL REQUIRE MAJOR REVISIONS OF THE FINAL IS/MND DUE TO THE INVOLVEMENT OF NEW SIGNIFICANT ENVIRONMENTAL EFFECTS OR A SUBSTANTIAL INCREASE IN THE SEVERITY OF PREVIOUSLY IDENTIFIED SIGNIFICANT EFFECTS;
- B. THERE ARE NO SUBSTANTIAL CHANGES WITH RESPECT TO THE CIRCUMSTANCES UNDER WHICH THE PROJECT IS UNDERTAKEN THAT WILL REQUIRE MAJOR REVISIONS OF THE FINAL IS/MND DUE TO THE INVOLVEMENT OF NEW SIGNIFICANT ENVIRONMENTAL EFFECTS OR A SUBSTANTIAL INCREASE IN THE SEVERITY OF PREVIOUSLY IDENTIFIED SIGNIFICANT EFFECTS; AND
- C. THERE IS NO NEW INFORMATION OF SUBSTANTIAL IMPORTANCE, WHICH WAS NOT KNOWN AND COULD NOT HAVE BEEN KNOWN WITH THE EXERCISE OF REASONABLE DILIGENCE AT THE TIME THE FINAL IS/MND WAS ADOPTED, THAT SHOWS ANY OF THE FOLLOWING: (A) THE PROJECT WILL HAVE ONE OR MORE SIGNIFICANT EFFECTS NOT DISCUSSED IN THE PREVIOUS EIR OR NEGATIVE DECLARATION; (B) SIGNIFICANT EFFECTS PREVIOUSLY EXAMINED WILL BE SUBSTANTIALLY MORE SEVERE THAN SHOWN IN THE PREVIOUS EIR; (C) MITIGATION MEASURES OR ALTERNATIVES PREVIOUSLY FOUND NOT TO BE FEASIBLE WOULD IN FACT BE FEASIBLE AND WOULD SUBSTANTIALLY REDUCE ONE OR MORE SIGNIFICANT EFFECTS OF THE PROJECT, BUT THE PROJECT PROPONENTS DECLINE TO ADOPT THE MITIGATION MEASURE OR ALTERNATIVE; OR (D) MITIGATION MEASURES OR ALTERNATIVES WHICH ARE CONSIDERABLY DIFFERENT FROM THOSE ANALYZED IN THE PREVIOUS EIR WOULD

SUBSTANTIALLY REDUCE ONE OR MORE SIGNIFICANT EFFECTS ON THE ENVIRONMENT, BUT THE PROJECT PROPONENTS DECLINE TO ADOPT THE MITIGATION MEASURE OR ALTERNATIVE.

- D. THUS, NONE OF THE CONDITIONS FOR SUBSEQUENT OR SUPPLEMENTAL ENVIRONMENTAL REVIEW UNDER CEQA GUIDELINES SECTION 15162 HAVE OCCURRED.
- E. ONLY MINOR TECHNICAL CHANGES OR ADDITIONS TO THE PROJECT ARE NECESSARY.
- F. NO NEW MITIGATION MEASURES ARE REQUIRED TO LESSEN SIGNIFICANT ENVIRONMENTAL EFFECTS OF THE MODIFIED PROJECT. PURSUANT TO PUBLIC RESOURCES CODE SECTION 21081.6, THE BOARD OF DIRECTORS RECOGNIZES THAT THE MITIGATION MEASURES IN THE MITIGATION MONITORING AND REPORTING PLAN ADOPTED WITH THE IS/MND FOR D3/E1 SEGMENT REMAIN APPLICABLE TO THE PROJECT. THE MITIGATION MEASURES IN THE MITIGATION MONITORING AND REPORTING PLAN ADOPTED IN CONNECTION WITH THE CONNECTOR JPA'S PARTICIPATION IN THE SSHCP ARE ALSO APPLICABLE TO THE PROJECT.

4. THE BOARD HEREBY ADOPTS THE ADDENDUM TO THE FINAL IS/MND AS COMPLETE, ADEQUATE, AND IN FULL COMPLIANCE WITH CEQA AS THE BASIS FOR CONSIDERING AND ACTING UPON THE PROJECT. THE ADDENDUM HAS BEEN PREPARED AS REQUIRED BY LAW AND THE DOCUMENT AS ADOPTED REFLECTS THE INDEPENDENT JUDGMENT AND ANALYSIS OF THE BOARD OF DIRECTORS, WHICH HAS EXERCISED OVERALL CONTROL AND DIRECTION OF ITS PREPARATION.

5. THE CUSTODIAN OF RECORDS FOR THE ADDENDUM IS THE SECRETARY OF THE BOARD OF THE CONNECTOR JPA, 10640 MATHER BLVD, MATHER, CA 95655.

6. THE EXECUTIVE DIRECTOR IS DIRECTED TO FILE A NOTICE OF DETERMINATION REGARDING THE ADDENDUM.

AND

A motion was made by Director Nottoli and seconded by Director Sander 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 APPROVE THE FINAL BID PACKAGE FOR CONNECTOR SEGMENT D3 – SCOTT ROAD REALIGNMENT, TO PUBLICLY ADVERTISE THE PROJECT FOR CONSTRUCTION, AND TO RELEASE A REQUEST FOR PROPOSALS RELATED TO CONSTRUCTION ENGINEERING SERVICES WITH RESOLUTION 2021-22

AND

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

THE BOARD OF DIRECTORS (“BOARD”) OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY (“CONNECTOR JPA”) HEREBY AUTHORIZES THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH MARK THOMAS & COMPANY, INC. TO INCREASE THE NOT-TO-EXCEED AMOUNT BY \$105,171 WITH RESOLUTION 2021-23

AND

A motion was made by Director Howell 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 EXECUTE A MEMORANDUM OF UNDERSTANDING, IN SUBSTANTIALLY THE FORM ATTACHED HERETO, WITH THE CITY OF ELK GROVE RELATED TO AN EXCHANGE OF FUNDING FOR THE PROJECT WITH RESOLUTION 2021-24

No public comment was received on this item.

Item # 17: Announcement and Final Comments from Board Members

No public comment was received on this item.

No action was taken on this item.

Adjournment

The meeting adjourned at approximately 9:40 a.m.



APPROVAL OF ACTION MINUTES FOR AUGUST 27, 2021

Approved By:

Attest:

Kerri Howell
Chair of the Board

Derek Minnema
Board Secretary

ITEM 6

MEETING DATE: September 24, 2021

TITLE: Authorize the Executive Director to execute an Amendment to the Memorandum of Understanding with the City of Elk Grove related to Connector Segment A1 and A2 Project Approval and Environmental Document Phase

PREPARED BY: Matt Lampa

RECOMMENDATION

Approve Resolution 2021-25 authorizing the Executive Director to execute an Amendment to the Memorandum of Understanding with the City of Elk Grove related to Connector Segment A1 and A2 clarifying the roles and responsibilities for the remaining work related to the Project Approval and Environmental Document Phase.

BACKGROUND

In 2017 The Connector JPA and City of Elk Grove (“City”) entered into a Memorandum of Understanding (“MOU”) related to the Project Approval and Environmental Document (“PA&ED”) Phase for Connector Segment A1/A2 (“Project”), Kammerer Road from I-5 to SR 99.

CEQA

The MOU transferred the California Environmental Quality Act (“CEQA”) Lead Agency status from the County of Sacramento to the Connector JPA. This was done in order to make the Project eligible to tier from the previously certified Program Environmental Impact Report (“PEIR”) adopted by the Connector JPA in 2013.

Tiering from the previously certified Connector environmental document ensured consistency with the Connector program and allowed for an efficient delivery of the environmental documentation work in compliance with environmental and legal requirements.

The Connector JPA prepared a Tiered Initial Study with Mitigated Negative Declaration (“IS/MND”) and Mitigation Monitoring and Reporting Plan that was adopted by the JPA Board in December 2018, completing the Project CEQA obligations outlined in the MOU.

NEPA

The MOU specified Caltrans as the National Environmental Policy Act (“NEPA”) lead agency, and the Connector JPA obligation to work in good faith to secure the NEPA approvals required for the Project.

NEPA technical studies, along with a draft Environmental Assessment (“EA”) and Project Report for the I-5/Hood Franklin Rd Interchange were prepared for the Project, however work was placed on hold due to negotiations between the City and Caltrans on future I-5/Hood Franklin Rd Interchange improvements.

In May 2021 the City and Caltrans entered into a Memorandum of Agreement regarding the interchange improvements, which cleared the way for work to resume for NEPA.

DISCUSSION

A portion of the Project funding consists of federal grant funds previously awarded to the City, which must be expended on the PA&ED phase. With the CEQA obligations complete, City and Connector JPA staff agreed it would be more efficient for the City to complete the remaining work associated with the PA&ED phase, and an amendment to the MOU is necessary to clarify the roles and responsibilities of each agency. City and Connector JPA obligations under the amendment include:

City Obligations

- Finalize environmental technical studies
- Finalize the EA consistent with the Connector JPA approved IS/MND and PEIR
- Finalize the I-5/Hood Franklin Rd Interchange Project Report
- Complete the necessary public outreach efforts

Connector JPA Obligations

- Provide the City with files and documentation needed to complete PA&ED
- Modify agreements with the County and Caltrans, if necessary, clarifying the role of CEQA, NEPA, and the PA&ED lead agency
- Support City efforts to complete the PA&ED phase

JPA staff and City staff have agreed to the Draft MOU and City Council consideration of the MOU is anticipated in October.

ATTACHMENTS

- a. Resolution 2021-25
- b. Draft MOU amendment with the City of Elk Grove



ITEM 6 a

RESOLUTION 2021-25

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDMENT TO
THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF ELK GROVE
RELATED TO CONNECTOR SEGMENT A1 AND A2 PROJECT APPROVAL AND
ENVIRONMENTAL DOCUMENT PHASE**

WHEREAS, On July 17, 2017 the City of Elk Grove ("City") and Capital SouthEast Connector Joint Powers Authority ("Connector JPA") entered in to a Memorandum of Understanding ("MOU") concerning the Project Approval and Environmental Document Phase ("PA&ED") for Connector Segment A1 and A2 ("Project"); and

WHEREAS, On December 27, 2017 the Connector JPA entered into a Cooperative Agreement with the California Department of Transportation ("Caltrans") designating the Connector JPA as the California Environmental Quality Act ("CEQA") Lead Agency for the Project and Caltrans as the National Environmental Policy Act ("NEPA") Lead Agency for the PROJECT; and

WHEREAS, The Connector JPA completed its obligations under the MOU concerning CEQA approval for the Project by adopting a Final Tiered Initial Study with Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Plan on December 14, 2018; and

WHEREAS, The City and the Connector JPA desire to amend the MOU to transfer remaining responsibilities under the PA&ED phase to the City for completion of tasks associated with obtaining NEPA approval and approval of the I-5/Hood Franklin Rd Interchange Project Report.

NOW, THEREFORE, the Board of Directors of the Capital SouthEast Connector Joint Powers Authority hereby authorizes the Executive Director to execute an amendment to the Memorandum of Understanding, in substantially the form attached hereto, with the City of Elk Grove related to the PA&ED phase of the Project.

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

* * * * *



PASSED AND ADOPTED this 24th day of September, 2021, on a motion by Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

ITEM 6 b

**Amendment to Memorandum of Understanding
Between the Connector JPA and the City of Elk Grove
Related to Connector Segment A1 & A2
Project Approval and Environmental Document Phase**

This Amendment to Memorandum of Understanding (“AMENDMENT”) is made and entered into this ____ day of _____, 2021, by and between the CAPITAL SOUTHEAST CONNECTOR JPA, a joint powers authority (“JPA”), and the CITY OF ELK GROVE, a municipal corporation (“CITY”). The parties to this Amendment may sometimes be collectively referred to herein as the “Parties” and individually as a “Party.”

RECITALS

- A. WHEREAS, the Parties entered into a Memorandum of Understanding (the “MOU”) concerning the Project Approval and Environmental Document Phase (“PA&ED”) for Connector Segments A1 and A2 (“PROJECT”) of the Connector Project on July 12, 2017;
- B. WHEREAS, On December 27, 2017, the JPA entered into a PA&ED Cooperative Agreement (“COOP”) with the California Department of Transportation (“CALTRANS”). In the COOP, the JPA was designated the California Environmental Quality Act (“CEQA”) Lead Agency for the PROJECT and CALTRANS was designated the National Environmental Policy Act (“NEPA”) Lead Agency for the PROJECT;
- C. WHEREAS, On December 14, 2018, the JPA, as the lead agency designated under CEQA, adopted a Final Tiered Initial Study with Mitigated Negative Declaration, a Mitigation Monitoring and Reporting Plan for the Capital SouthEast Connector A1/A2 Kammerer Road Project and Approved the Capital SouthEast Connector A1/A2 Kammerer Road Project, which identified a new four-lane Kammerer Road extension from Bruceville Rd to I-5 at Hood Franklin Rd, and modifying the interchange;
- D. WHEREAS, the JPA completed its obligations under the MOU concerning CEQA clearance for the PROJECT; and
- E. WHEREAS, the Parties desire to amend the MOU to transfer the remaining responsibilities under PA&ED to the CITY for completion of the I-5 at Hood Franklin Rd. Interchange Project Report (“PROJECT REPORT”) and to secure NEPA clearance;

NOW, THEREFORE, based on the Recitals set forth above, and the Parties’ desire to undertake efforts in a cooperative manner, the JPA and CITY agree as follows:

- 1. The above recitals are hereby incorporated into this Amendment.
- 2. Section 1(a) of the MOU is hereby deleted in its entirety and shall now read as follows:

ITEM 6 b

41 “a. The CITY agrees to work in good faith to secure the NEPA approvals required for the
42 PROJECT. The CITY will lead the Preliminary Engineering and Environmental efforts to
43 support the remaining PA&ED phase.”
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45 3. Section 1(d) of the MOU is hereby added to read as follows:
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47 “d. The CITY agrees to include the JPA in development of all significant decisions
48 associated with the development of the PROJECT, including selection of consultants,
49 design details, and construction staging and phasing. The CITY shall meet regularly with
50 the JPA in good faith to keep the JPA proactively informed of the PROJECT status. The
51 JPA will be invited to attend PROJECT meetings. The JPA will be allowed to review and
52 comment on Deliverables within a reasonable time of receipt of any administrative draft
53 Deliverables by the CITY. “Deliverables” include without limitation the following:

- 54 • Design Criteria Memo
- 55 • Design Exceptions
- 56 • Geometric Approval Drawings (GADs)
- 57 • Cost Estimates
- 58 • Interchange Traffic Operations and Analysis Report
- 59 • Local Facility Traffic Report (i.e. Kammerer Rd Traffic Report)
- 60 • Revised technical reports
- 61 • Draft and Final Cooperative Agreements with Caltrans and the County
- 62 • Any Administrative Draft, Draft and Final Project Report
- 63 • Any Administrative Draft, Draft and Final Environmental Document”

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65 4. Section 1(e) of the MOU is hereby added to read as follows:
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67 “e. The CITY agrees to advance the PA&ED phase as expeditiously as reasonably possible
68 and to utilize its best efforts to secure NEPA clearance.”
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70 5. Section 1(f) of the MOU is hereby added to read as follows:
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72 “f. The CITY will undertake efforts to enter into any necessary agreements with the County
73 and Caltrans to designate the CITY as the lead agency for the Interchange portion of the
74 PROJECT and PROJECT REPORT.”
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76 6. Section 1(g) of the MOU is hereby added to read as follows:
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78 “g. The CITY will lead the public outreach during the remaining PA&ED Phase. In
79 advance of any outreach efforts, the CITY shall share with the JPA all press releases,
80 signage, mailers, advertisements, and other community outreach documents, for review
81 and timely approval. If the JPA disagrees with any component of the outreach or message,
82 the CITY shall refrain from such distribution until the disagreement is resolved with the
83 JPA.”

ITEM 6 b

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7. Section 1(h) of the MOU is hereby added to read as follows:

“h. The CITY intends that the environmental documents prepared for NEPA environmental clearance of the PROJECT will be consistent with the JPA’s approved PEIR, and will consider the following principles:

- Allow for the phased construction of the PROJECT, if necessary, including a first phase (2-lane Kammerer) and a second phase (4-lane Kammerer).
- Access to existing and currently planned connection to Kammerer Road, consistent with the JPA’s PEIR, but not excluding temporary connections during a two-lane phase to agricultural properties that may be bisected as a result of the PROJECT.
- Minimize, as much as possible, any modification needed at the existing I-5/Hood Franklin Interchange.
- Perform a traffic analysis for the PROJECT consistent with the CITY and County approved General Plan Land Use plans, as appropriate.
- The JPA and City will coordinate with the PA&ED consultant to explore PROJECT options that minimize costs of right-of-way for the PROJECT.
- The environmental analysis will include necessary mitigation measures for each phase of the PROJECT, to the extent required.
- The CITY will reasonably cooperate in including the JPA in substantive communications with impacted property owners, tenants, and/or occupants concerning the PROJECT, including, providing copies to the JPA on significant correspondence from the CITY to the property owners, tenants and/or occupants, as well as inviting the JPA to all meetings with property owners, tenants, and/or occupants concerning the PROJECT. The CITY and JPA will coordinate meeting attendance based on the substance of the meeting and desires of the property owners, tenants, and or/ occupants..
- The PROJECT design will be consistent with the CITY’s Southeast Policy Area Specific Plan.
- The PROJECT design will be consult in good faith with the CITY’s Shed C project.

ITEM 6 b

- 124 • The CITY and the JPA will coordinate in good faith regarding the consideration of
- 125 all bicycle and pedestrian facilities, including but not limited to Class 1 and Class
- 126 2 facilities for each phase.
- 127 • The CITY will provide copies to the JPA of all letter significant communications
- 128 with the Union Pacific Railroad (UPRR) related to the PROJECT.
- 129

130 8. Section 2(a) of the MOU is hereby deleted in its entirety and shall now read as follows:

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132 “a. JPA agrees that the CITY will work to secure the NEPA approvals required for the

133 PROJECT. The CITY will lead the Preliminary Engineering and Environmental efforts to

134 support the remaining PA&ED phase. The JPA's staff will support the PA&ED work.”

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136 9. Section 2(b) of the MOU is hereby deleted in its entirety and shall now read as follows:

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138 “b. [RESERVED]”

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140 10. Section 2(c) of the MOU is hereby deleted in its entirety and shall now read as follows:

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142 “c. [RESERVED]”

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144 11. Section 2(d) of the MOU is hereby deleted in its entirety and shall now read as follows:

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146 “d. [RESERVED]”

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148 12. Section 2(e) of the MOU is hereby deleted in its entirety and shall now read as follows:

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150 “e. [RESERVED]”

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152 13. Section 2(f) of the MOU is hereby deleted in its entirety and shall now read as follows:

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154 “f. The JPA will undertake efforts to end any necessary agreements with the County and

155 Caltrans that designates the JPA as the lead agency for completion of the PROJECT

156 REPORT and the Preliminary Engineering and Environmental efforts.”

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158 14. Section 2(g) of the MOU is hereby deleted in its entirety and shall now read as follows:

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160 “g. [RESERVED]”

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162 15. Section 2(h) of the MOU is hereby deleted in its entirety and shall now read as follows:

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164 “h. [RESERVED]”

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166 16. Section 2(i) of the MOU is hereby deleted in its entirety and shall now read as follows:

ITEM 6 b

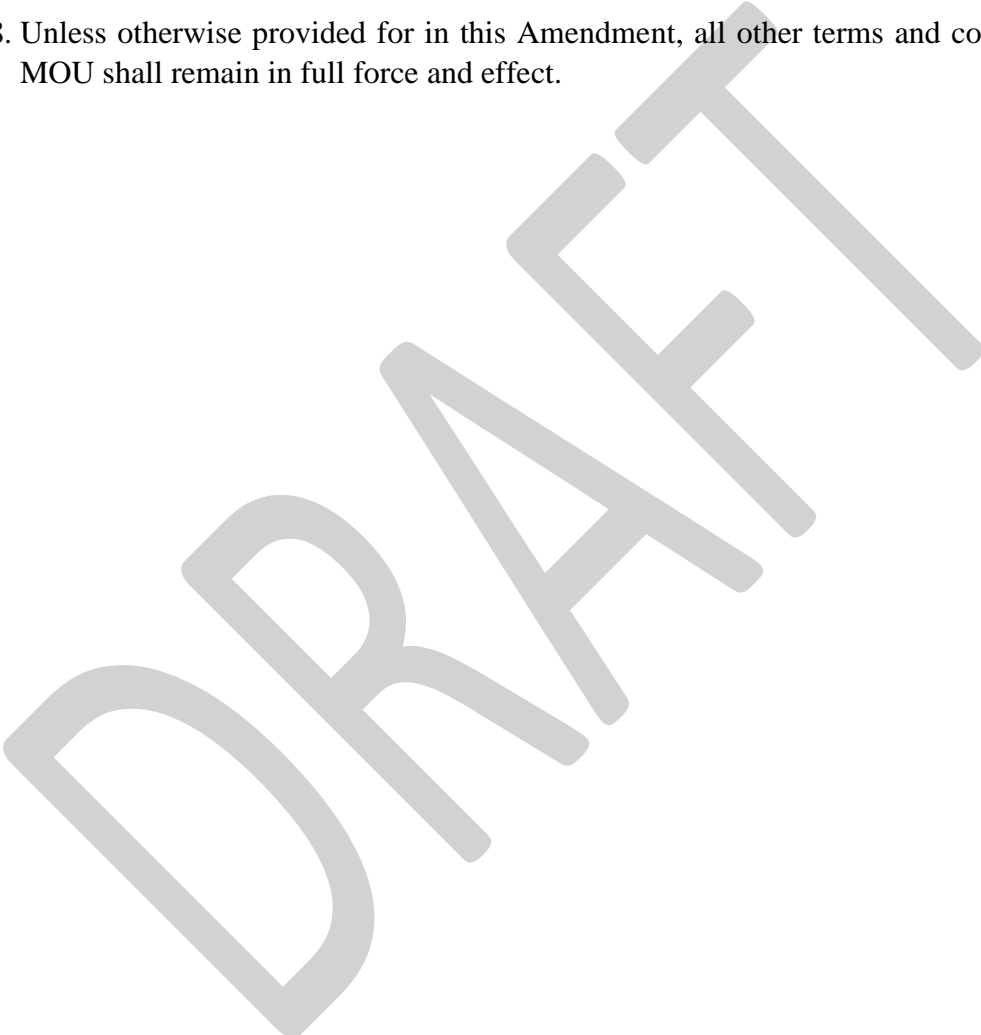
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“i. [RESERVED]”

17. Section 2(j) of the MOU is hereby deleted in its entirety and shall now read as follows:

“j. Following the execution of this Amendment, the JPA will share all PA&ED and design documentation and files with the CITY.”

18. Unless otherwise provided for in this Amendment, all other terms and conditions of the MOU shall remain in full force and effect.



ITEM 6 b

179 IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as
180 of the date first written above.

181 **CAPITAL SOUTHEAST CONNECTOR JPA**

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183 _____
184 Derek Minnema, Executive Director

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186 Approved as to Form:

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188 _____
189 Sloan Sakai Yeung & Wong LLP
190 Legal Counsel to JPA

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193 **CITY OF ELK GROVE**

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195 _____
196 Jason Berhmann, City Manager

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198 Approved as to Form:

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200 _____
201 Jonathan P. Hobbs
202 City Attorney

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204 **ATTEST**

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206 _____
207 Jason Lindgren
208 City Clerk

ITEM 7

MEETING DATE: September 24, 2021

TITLE: Authorize the Executive Director to execute an Amendment to the Memorandum of Understanding with the City of Folsom related to construction of Connector Segment D3

PREPARED BY: Matt Lampa

RECOMMENDATION

Approve Resolution 2021-26 authorizing the Executive Director to execute an Amendment to the Memorandum of Understanding with the City of Folsom related to construction of Connector Segment D3 to incorporate obligations related to the realignment of Scott Road.

BACKGROUND

In August 2021, the JPA Board approved the final engineering design and funding exchange for the realignment of Scott Road to the intersection with Prairie City and White Rock Road (the "Project").

Staff anticipates that the funding exchange for the Project can be finalized by the end of October. Once the funding is in place staff anticipates the Project will be publicly advertised for construction in November/December 2021.

CONSTRUCTION ADMINISTRATION AND BIDDING ADVERTISEMENT

The City of Folsom is currently administering the construction of Connector Segment D3 (White Rock Road) directly adjacent to Scott Road, making it advantageous for the City to administer construction and publicly bid the project.

The Connector JPA and City currently have an MOU related to construction funding for Segment D3. An amendment to the MOU is being requested to allow the Connector JPA to reimburse the City for costs associated with construction and Construction Management ("CM") services. The City will issue an RFP for CM services related to the Project.

City and Connector JPA obligations under the amendment are summarized as follows:

Connector JPA Obligations

- Provide Engineering Support during construction
- Provide Environmental Monitoring services during construction
- Reimburse the City for costs related to construction of the Project and CM services

City Obligations

- Publicly advertise the project for construction
- Release an RFP for CM services
- Coordinate with the JPA on Project related decisions affecting construction cost

Execution of a construction contracts will be dependent on bids received and available Project funding. The goal is to advertise the Project by November/December 2021, with construction beginning in Spring 2022.

JPA staff and City staff have agreed to the Draft MOU and City Council consideration of the MOU is anticipated in October.

ATTACHMENTS

- a. Resolution 2021-26
- b. Draft MOU amendment with the City of Folsom



ITEM 7 a

RESOLUTION 2021-26

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDMENT TO
THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF FOLSOM
RELATED TO A PORTION OF SEGMENT D3 OF THE CAPITAL SOUTHEAST
CONNECTOR**

WHEREAS, On November 10, 2020, the City of Folsom (“City”) and the Capital SouthEast Connector Joint Powers Authority (“Connector JPA”) entered into a Memorandum of Understanding (“MOU”) related to a portion of Segment D3 of the Capital SouthEast Connector beginning at the intersection of Prairie City Road and continuing to the intersection of East Bidwell Street; and

WHEREAS, the City and JPA now desire to realign existing Scott Road to the signalized intersection at White Rock Road/Prairie City Road within the City’s right of way (the “Project”); and

WHEREAS, the JPA approved the final bid package on August 27, 2021 and the City and JPA now desire to advertise the project for construction; and

WHEREAS, the City desires to administer and manage construction of the Project and the JPA agrees to reimburse the City up to an amount of \$3,350,000 for costs related to construction; and

WHEREAS, the City and JPA desire to amend the MOU to incorporate obligations related to the construction of the Project.

NOW, THEREFORE, the Board of Directors of the Capital SouthEast Connector Joint Powers Authority hereby authorizes the Executive Director to execute an amendment to the MOU, in substantially the form attached hereto, with the City of Folsom related to Connector Segment D3 and the Project.

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

* * * * *



PASSED AND ADOPTED this 24th day of September, 2021, on a motion by Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

ITEM 7 b

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE CAPITAL SOUTHEAST CONNECTOR JPA AND THE CITY OF
FOLSOM RELATED TO A PORTION OF SEGMENT D3 OF THE CAPITAL
SOUTHEAST CONNECTOR EXPRESSWAY**

This First Amendment (“Amendment”) to the November 10, 2020 Memorandum of Understanding (“MOU”) is made and entered into on this ___ day of September, 2021 by and between the Capital SouthEast Connector Joint Powers Authority, a joint powers authority, (“JPA”) and the City of Folsom, a Municipal Corporation (“City”).

RECITALS

WHEREAS, the City and JPA entered into a MOU regarding a portion of Segment D3 of the Capital SouthEast Connector expressway beginning at the intersection of Prairie City Road and continuing to the intersection of East Bidwell Street (the “Project”); and

WHEREAS, the Project involves the construction of four lanes and a bridge over Alder Creek, which will result in a new alignment of White Rock Road adjacent and immediately south of its existing location; and

WHEREAS, the City and JPA now desire to realign existing Scott Road to the signalized intersection at White Rock Road/Prairie City Road within the City’s right of way (the “Scott Road Project”); and

WHEREAS, the City and JPA have met regularly throughout the design phase and are in agreement on the scope and nature of the work which will include a realigned roadway upgraded to current design standards, including shoulders and drainage improvements; and

WHEREAS, the JPA approved the final bid package on August 27, 2021 (“Final Bid Package”) and the City and JPA now desire to advertise the project for construction and work collaboratively to ensure the successful completion of the Project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, do hereby agree to amend the MOU as follows:

1. Recitals. The above recitals are true and correct and are hereby made a part of the MOU.
2. Term. The MOU shall terminate on March 1, 2023.
3. Funding Contingency. The City and JPA hereby acknowledge that the obligations of the parties in this Amendment are contingent upon the JPA’s receipt of Construction Funds, as such term is defined in Section 4 herein, from the City of Elk Grove pursuant to a Memorandum of Understanding between the JPA and the City of Elk Grove Related to the Exchange of Funding.

ITEM 7 b

4. JPA Obligations.

- a. The JPA will reimburse the City up to three million three hundred and fifty thousand dollars (\$3,350,000.00) for construction of the Scott Road Project (“Construction Funds”). The JPA shall reimburse the City for costs related to the construction of the Scott Road Project and for construction management services within thirty (30) days of receipt of an invoice from the City.
- b. During construction of the Project the JPA will provide engineering support and environmental monitoring services.

5. City Obligations. The City hereby agrees to the following:

- a. The City will publicly advertise for bids the Final Bid Package for construction of the Scott Road Project to allow for construction to commence in Spring of 2022.
 - b. The City will administer construction of the Scott Road Project and will release a request for proposals for construction management services for the Scott Road Project. The City will include the JPA in the request for proposal response review, evaluation, and selection process.
 - c. The City shall only award the Scott Road Project and execute a contract for construction management services if the total costs do not exceed the Construction Funds available for reimbursement by the JPA. The City agrees to include the JPA in Project related decisions affecting construction cost, including those related to any Project design revisions or contract change order requests. In the event bids for the Scott Road Project and the cost of construction management services exceed the amount of Construction Funds, the parties may agree in writing to provide additional funding to address any shortfall.
 - d. The City shall submit monthly invoices related to construction of the Scott Road Project to the JPA. Invoices shall include dates and description of the work performed, summary of 1) total Construction Funds; 2) amount of current bill; 3) amount billed to date; 4) amount of remaining construction funds, and documentation of reimbursable expenses and billed items.
6. No Additional Funding. Except as otherwise provided in this MOU, neither party shall be responsible for contributing additional funds.
7. Except as expressly amended herein, all terms and conditions of the MOU shall remain in full force and effect.

ITEM 7 b

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in the County of Sacramento, State of California, on the date set forth above.

CITY OF FOLSOM

Elaine Andersen, City Manager

Approved as to Form:

Steven Wang, City Attorney

Attest:

Dave Nugen, Public Works Director

Stacey Tamagni, Finance Director

Christa Freemantle, City Clerk

CAPITAL SOUTHEAST CONNECTOR AUTHORITY

Derek Minnema, Executive Director

Approved as to Form:

Sloan Sakai Yeung & Wong, LLP
Legal Counsel to JPA